

Crown Pastoral Land Tenure Review

Lease name: CASTLE DENT

Lease number: TR 167

Substantive Proposal - Part 11

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

July

08

**TRANSFER GRANT OF
EASEMENT IN GROSS**

1. Access for Management Purposes

Land Transfer Act 1952

This page does not form part of the Transfer.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

TRANSFER

Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

OTAGO

Certificate of Title No.	All or Part?	Area and legal description – Insert only when part or Stratum, CT
	ALL	

Transferor Surnames must be underlined

COMMISSIONER OF CROWN LANDS, acting pursuant to section 80 of the Crown Pastoral Land Act 1998

Transferee Surnames must be underlined

HER MAJESTY THE QUEEN, acting by and through the Minister of Conservation

Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.

Management Purposes Easement in Gross under section 7(2) of the Conservation Act 1987 (continued on pages 2, 3 and 4 of Annexure Schedule).

The various considerations set out in a substantive proposal accepted under the Crown Pastoral Land Act 1998 on the day of

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this day of

Attestation

Signed by acting under written delegation from the Commissioner of Crown Lands	Signed in my presence by the Transferor	(continued on page 4 of Annexure Schedule)
	Signature of Witness	
Signature, or common seal of Transferor	<u>Witness to complete in BLOCK letters</u> (unless typewritten or legibly stamped)	
	Witness name	
	Occupation	
	Address	

Certified correct for the purposes of the Land Transfer Act 1952 Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply

Solicitor for the Transferee

Approved by Register-General of Land under No. 1995/5003

Annexure Schedule

Insert below

“Mortgage”, “Transfer”, “Lease”, etc

[] Dated [] Page [] of [] Pages

Definitions

- 1. In this transfer unless the context otherwise requires:
1.1 "Easement Area" means that part of the Servient Land...
1.2 "Management Purposes" means:
1.3 "Servient Land" means the land owned by the Transferor...
1.4 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation...
1.5 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

- 2. The Transferee has the right:
2.1 In common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons.
2.2 To pass and re-pass at any time over and along the Easement on foot, or on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, or with or without guns and dogs, for Management Purposes.
3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Transferor.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

OTACO-37213 Easement in Gross Templ.doc
OTACO-38453 - Castle Dent (P196) Easement in gross management access a-b, c-d-e-f, d-g, e-h, i-j-k, j-l, m-n, d-w & p-p1 April 2006

4. The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.

Exclusion of Schedules

5. The rights and powers contained in Schedule 4 of the Land Transfer Regulations 2002 and the Ninth Schedule of the Property Law Act 1952 are expressly negated.

Term

6. The easement created by this transfer is to be in perpetuity.

Temporary Suspension

7. The Transferee (not being a member of the Public) may, at any time in exercise of her/his powers, temporarily close all or part of the Easement Area for such period as she/he considers necessary.

Dispute Resolution

- 8.1 If a dispute arises between the Transferor and Transferee (not being a member of the Public) concerning the rights, management and operation created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 8.2 If the dispute is not resolved within 14 days of written notice by one party to the other it is to be referred to mediation.
- 8.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Servient Land is situated.
- 8.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

- 9.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
 - (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party;
 - (c) be sent by facsimile to the receiving party.
- 9.2 If clause 9.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
- 9.3 If clause 9.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

Special Easement Terms

- 10 The standard easement terms contained above must be read subject to any special easement terms set out below.

OTACO-37213 Easement in Gross Templ.doc

OTACO-38453 - Castle Dent (P196) Easement in gross management access a-b, c-d-e-f, d-g, e-h, i-j-k, j-l, m-n, d-w & p-p1 April 2006

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

11 Clause 2.1 is deleted in its entirety.

Continuation of "Attestation"

Signed for and on behalf of)
Her Majesty the Queen by)
Jeffrey Edward Connell)
under a written delegation in the)
presence of:)

Witness (Signature)

Name _____

Address _____

Occupation _____

Footnote: In substitution of the SO Plan (which has yet to be prepared), the proposed easement described in clause 1 is marked on the Plan.

Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER GRANT OF EASEMENT IN GROSS

1. Access for Management Purposes

Land Transfer Act 1952

Law Firm Acting

Conservancy Solicitor
Department of Conservation
Dunedin

Auckland District Law Society
REF:4135

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

Appendix 8: Form of a Grant of Easement in Gross in favour of TrustPower Limited "a-b", "c-d-e-f" and "q2-q1", "q-r", "r-s" and "s-t"

COPY

HER MAJESTY THE QUEEN acting by and through
THE COMMISSIONER OF CROWN LANDS

A N D

TRUSTPOWER LIMITED

GRANT OF EASEMENT –
AFFECTING IDENTIFIER 386/102 (OTAGO REGISTRY)

THIS DEED is made the

day of

2007

PARTIES **HER MAJESTY THE QUEEN acting by and through THE COMMISSIONER OF CROWN LANDS** at Wellington pursuant to the Land Act 1948
AND (**"Grantor"**)

TRUSTPOWER LIMITED at Tauranga (hereinafter with successors and permitted assigns (**"Grantee"**))

BACKGROUND

- A. The Grantor is the owner of the Land described in Clause 1 of the Schedule (**"Grantor's Land"**).
- B. The Grantee is the owner of the Land described in Clause 2 of the Schedule (**"Grantee's Land"**).
- C. Castle Dent Limited (**"Pastoral Lessee"**) is the Lessee of the Grantor's Land pursuant to Pastoral Lease Number P196.
- D. The Grantee has been conveying water across the Grantor's Land and has access to the Grantee's facilities through the Grantor's Land. The Easement Facilities along which the Grantee conveys water is part of the Waipori Power Generation Scheme, originally owned and operated by the Waipori Falls Electric Power Company Limited (in respect of which The Waipori Falls Electrical Power Act 1904 was passed).
- E. As successor in title, the Dunedin City Corporation was empowered by the Dunedin City Corporation Empowering Act 1924 to raise the dam or weir across the Waipori River to a height of 110 feet and to impound collect divert and take away for its absolute use and benefit all the waters of the Waipori River. Section 6 of the said Empowering Act states that the rights conferred on the said Corporation by the mining privileges now or hereafter acquired or held or otherwise vested in the said Corporation shall not nor shall the mining privileges be liable to loss of priority, cancellation, forfeiture or surrender under or by virtue of the mining laws of New Zealand or otherwise; and all licenses for water races now or hereafter acquired or held by or otherwise vested in the said Corporation and used in connection with the hydro-electrical undertaking of the Corporation shall, notwithstanding the expiry of the terms thereof respectively, continue in force in all respects as if the same had been granted in perpetuity.
- F. Waipori Power Generation Limited was the energy company that was incorporated and to whom Dunedin City Council transferred its Waipori Power Generation Scheme. Section 59 of the Energy Companies Act 1992 states that where any energy undertaking is transferred from a local authority to an energy company, any reference (express or implied) to the local authority in any Act or instrument relating to the undertaking shall be read and construed as a reference to the energy company.
- G. The Grantee acquired Waipori Power Generation Limited in or about 1998 and Waipori Power Generation Limited has since amalgamated with the Grantee and so the Grantee succeeds to all the assets of Waipori Power Generation Limited.
- H. The Grantee has exercised and continued to exercise, with the agreement of the Pastoral Lessee, the same rights exercised by its predecessors in title. The Grantee has made available part of its facilities for the watering of the Pastoral Lessee's stock

and, further, has maintained vehicular access used by the Pastoral Lessee, and the Pastoral Lessee has not sought any consideration from the Grantor and has waived any future rights to compensation from the Grantor.

- I. The parties acknowledge and agree that the Grantee has the right to continue to convey water across the Grantor's Land and to have access to the existing works and to the Grantee's facilities through the Grantor's Land.
- J. The Grantor has agreed to grant to the Grantee easements in gross over the Grantor's Land on the conditions set out in this Deed.

TERMS OF THIS DEED

1. Definitions and Interpretations

1.1 In this Deed (including the Schedules):

"Deed" means this deed, the background and the Schedule;

"Easement Facilities" means

- (a) in relation to the easement to convey water, pipes, drains, water-races, pumps, storage facilities, and other equipment used or intended to be used or suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;
- (b) in relation to the easement of access/right of way, paths, tracks, access-ways, roads and other areas used for the purposes of gaining access to and from the relevant parts of the Easement Facilities

"Easement Land" means

- (a) for the purposes of the easement to convey water, the parts shown F-G-H and I-J on Deposited Plan 22125;
- (b) for the purposes of the easement for access/right of way, those parts of the Grantor's Land shown marked a-b, c-d-e-f on Plan No.5535/1 attached (subject to survey, the intention being that this clause will be amended to reflect a survey plan to be prepared by the Grantor in conjunction with a tenure review of the Grantor's Land).

"Grantee" includes the Grantee's servants, agents, employees, workers, invitees, licensees, contractors, lessees or tenants;

"Pastoral Lease" means Pastoral Lease Number P196 affecting the Grantor's Land;

"Pastoral Lessee" means the lessee under the Pastoral Lease;

"Works" means the relevant Easement Facility and any ancillary equipment belonging to the Grantee on the Grantor's Land;

1.2 In the interpretation of this Deed unless the context otherwise requires:

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Deed;

- (b) references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to and;
- (c) the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

2. Grant of Easement

2.1 Pursuant to section 60 of the Land Act 1948 the Grantor grants to the Grantee, in perpetuity commencing on the date of the execution of this Deed the following easements in gross:

- (a) **Easement to Convey Water:** The right to from time to time and at all times to take and convey water through the Easement Facilities over and under the Easement Land in terms of a right to convey water as defined by Schedule 4 of the Land Transfer Regulations 2002 ("**Schedule 4**") together with all such rights and obligations that attach to such an easement for the right to convey water as contained in Schedule 4 except where such rights and obligations conflict with the terms of this Deed then the terms of this Deed shall prevail.
- (b) **Easement of Right of Way:** The right to from time to time and at all times to enter, exit, pass and remain on, go over and along the Easement Facilities on the Easement Land (including such parts of the Grantor's Land adjacent to the Easement Land as may be necessary to have access to the Easement Facilities for the purposes of upkeep and maintenance) in terms of a right of way as defined by Schedule 4 of the Land Transfer Regulations 2002 ("**Schedule 4**") together with all such rights and obligations that attach to such an easement of right of way as contained in Schedule 4, and the Ninth Schedule of the Property Law Act 1952 ("**Ninth Schedule**"), with or without vehicles or machinery necessary for such purposes, except:
 - (i) Where there is a conflict between the terms of Schedule 4 and the Ninth Schedule, the terms of the latter shall prevail; and
 - (ii) where any rights and obligations under either Schedule 4 or the Ninth Schedule conflict with the terms of this Deed then the terms of this Deed shall prevail; and
 - (iii) all references to "servient tenement" shall be amended to refer to "Grantor's Land" and all references to "dominant tenement" shall be amended to "Grantee's Land".

2.2 The provisions of Schedule 4 are modified by the addition of the following:

"Any maintenance repair or replacement of the Easement Facility on the servient or dominant land that is necessary because of any act or omission by ~~the owner of the servient land or the owner of the dominant land (which~~ includes agents, employees, contractors, sub-contractors and invitees of that owner) must be carried out promptly by that owner at fault and at that owner's sole cost.

Where that act or omission is the partial cause of the maintenance, repair or replacement the costs payable by that owner responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with clause 11 of schedule 4)."

- 2.3 In respect of the easement to convey water, the Grantee may at any point along the stipulated course, instead of conveying water through a line of pipes, convey the same by means of an open water-race and the Grantee shall have the same rights to construct, repair and maintain such water-race and to have access over the Grantor's Land to construct, inspect, repair, cleanse, maintain and renew the same as if the water-race were a line of pipes.
- 2.4 The easement of right of way granted under this Deed is non-exclusive and is exercisable in common with the Grantor and any other person having similar rights either now or in the future.
- 2.5 In addition to the easement of right of way granted herein, the Grantor further grants to the Grantee a right of access over formed tracks/roads existing as at the date of this Deed, more particularly described in a deed recording grant of right to use access between the Grantor and the Grantee dated the same date as this Deed (a copy of the said deed recording grant of right to use access is attached), in order for the Grantee to have access to the areas over which the easement to convey water extends.

3. **Consideration**

- 3.1 In consideration of the grant of the easements and rights referred to in this Deed:
- (a) The Grantee shall pay the Grantor the sum of \$10,000.00; and
 - (b) The Grantee shall observe the obligations imposed on it under this Deed.

4. **Registration**

- 4.1 This Deed may be registered pursuant to section 60 of the Land Act 1948 at the Grantee's request and all parties will do all that is necessary for the registration of this Deed at the required time.

5. **Payment of Compensation to Pastoral Lessee**

- 5.1 The Grantee already holds an easement registered under Transfer 854992.3 from the Pastoral Lessee, which Transfer records receipt by the Pastoral Lessee of a payment from the Grantee in consideration of the grant of the easement.
- 5.2 The Pastoral Lessee acknowledges that the payment is in lieu of the payment of any compensation by the Grantor pursuant to section 60(1) of the Land Act 1948, and waives its right to any compensation from the Grantor in respect of the grant of the easements in this Deed.

6. **Obligations of the Grantee**

- 6.1 The Grantee shall when on the Grantor's Land (subject to Clause 2.1 of this Deed):
- ~~(a) Wherever possible remain on the formed roads and tracks and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads.~~
 - (b) Immediately after passing through any gates, close such of them as were closed and lock such of them as were locked immediately before such passing through.
 - (c) The Grantee shall not use any vehicles prohibited by the Grantor **PROVIDED HOWEVER THAT** the Grantee may use such vehicles as may be necessary

for the full and safe exercise of the rights granted under this Deed, including for the purpose of accessing and servicing, cleaning, repairing and maintaining of the Easement Facilities (including clearing blocking and slumping of the water races and water intakes), including diggers (such as 20 tonne diggers), bulldozers (such as D6 Dozers), four-wheel drive utility vehicles and other machinery.

- (d) Take all reasonable precautions for guarding against danger (including, but without limitation, fire, physical damage or disease), and in particular shall (but without limiting the general obligation to take full and proper precautions pursuant to this clause 6.1(c)) comply with all the conditions that may be imposed from time to time by any lawful authority.
- (e) Consult with the Grantor prior to carrying out any earthworks or physical construction of access tracks on the Grantor's Land.
- (f) Ensure that as little damage or disturbance as possible is caused to the surface of the Grantor's Land and that the surface is restored as nearly as possible to its former condition and any other damage done by reason of the activities permitted on the Easement Land by this Deed is similarly restored **PROVIDED HOWEVER THAT** the Grantee shall not be required to reinstate any land over which an open water race or canal or pipe has been constructed.
- (g) At the conclusion of any works, the Grantee will carry out restoration works to prevent erosion on the Grantor's Land which might arise as a result of the Grantee's activities. The restoration works shall be carried out with the objective of restoring the area disturbed to a standard comparable with the surrounding area. Any dispute as to the adequacy of any restoration works shall be settled by arbitration in accordance with the terms contained in Schedule 4.
- (h) The Grantee may enter onto the Grantor's Land pursuant to this Deed at all times for routine inspections **PROVIDED HOWEVER THAT** the Grantee shall notify the Grantor and the Pastoral Lessee should the Grantee wish to bring machinery on to the Land to undertake works on the Easement Facilities **EXCEPT** in an emergency where the Grantee may enter without notice if necessary provided that subsequent notice is given to the Grantor and the Pastoral Lessee as soon as practicable.
- (i) The Grantee shall, at its cost, repair to the satisfaction of the Grantor any part of the Grantor's Land, including the tracks, fences, gates, drains, buildings or other structures, which is damaged directly by the Grantee. It is noted that tracks are often damaged by third party access by four wheel drive vehicles. The Grantee shall be liable only to undertake such repairs as are necessary to enable the Grantee to have access.

6.2 The Grantee shall compensate the Grantor for any loss suffered by the Grantor resulting directly from the actions of the Grantee.

6.3 The Grantee shall at all times in the exercise of the rights set out in this Deed not obstruct or hamper the Grantor, or any agents, employees and contractors of the Grantor or the Pastoral Lessee, in their respective normal or reasonable use of the Grantor's Land.

6.4 The Grantee shall not at any time except with the prior written approval of the Grantor carry out any activity which is not included within clause 2 of this Deed on the Grantor's Land, or do any other thing which would affect the ability of the Grantor to use the Grantor's Land.

6.5 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed.

6.6 The Grantee shall use all reasonable endeavours to prevent the Works from becoming a danger or a nuisance.

7. Ownership of Easement Facilities and/or Structures

7.1 All Easement Facilities, structures and works placed by the Grantee on the Easement Land for the purposes of exercising the rights of the Grantee created by this Deed will remain the property of the Grantee and no part of them will become a fixture on the Grantor's Land.

7.2 The Grantee will, on the expiry of the term granted or sooner determination of the rights created by this Deed, remove all above-ground structures and Works from the Easement Land within one month and will restore the Grantor's Land as nearly as possible to the condition that it was in at the commencement of this Deed **PROVIDED HOWEVER THAT** the Grantee shall not be required to reinstate any land over which an open water race or canal or pipe has been constructed.

7.3 If the Grantee has not taken the steps set out in clause 7.2 of this Deed within the specified time, the Grantor may remove all structures and Works from the Easement Land and restore the Grantor's Land as nearly as possible to the condition that it was in at the commencement of this Deed and recover all costs incurred from the Grantee **PROVIDED HOWEVER THAT** the Grantor shall not be entitled to recover any costs for reinstating any land over which an open water race or canal or pipe has been constructed.

8. Costs

8.1 The Grantee shall bear all reasonable costs and expenses (including the Grantor's legal costs) in relation to the preparation and enforcement of any provisions in this Deed.

8.2 The Grantee shall be solely responsible for the registration (if any) of this Deed and any associated costs.

8.3 All costs for the installation and maintenance of the structures and Works, and carrying out of associated works, permitted by this Deed shall be at the Grantee's costs.

9. Indemnity

9.1 The Grantee hereby indemnifies the Grantor against any loss, claim, damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor in connection with this Deed or as a direct result of any breach by the Grantee of its obligations, undertakings or warranties contained or implied in this Deed.

10. Grantor not to interfere with Grantee's Rights and Limitation of Grantor's Liability

10.1 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 maybe interfered with or affected in any way.

10.2 Subject to clause 10.1, the Grantor will not be liable in contract, tort, or otherwise to the Grantee for any expense, costs, loss, injury, or damage whether consequential or

otherwise, that may be suffered or incurred by or resulting to the Grantee, other than as a result of the Grantor's breach of the terms of this Deed or any deliberate or negligent act or omission on the Grantor's part or any activity undertaken by the Grantor on the Grantor's Land in derogation of the grant of the rights under this Deed.

- 10.3 The Grantee acknowledges that the Grantor's Land (including the Easement Land) is subject to the Pastoral Lease in favour of the Pastoral Lessee and that, for the avoidance of doubt, the Grantor shall have no liability in accordance with clause 10.1 in relation to any act or omission of the Pastoral Lessee or any activity undertaken on any part of the Grantor's Land by the Pastoral Lessee.

11. Termination

- 11.1 The Grantor may terminate the rights created by this Deed if the Grantee breaches any of the terms of this Deed and the breach remains unrectified following written notice to the Grantee specifying the breach and seeking rectification within 90 days or such other time as may be agreed by the parties acting reasonably (having regard to circumstances beyond the Grantee's reasonable control, such as inclement weather).
- 11.2 If the breach remains unrectified (or is unable to be rectified) then termination must be by 90 days' written notice from the Grantor.
- 11.3 Upon termination (for whatever reason) of the grant of easement evidenced by this Deed all rights of the Grantee shall immediately cease (subject to clause 7.2 of this Deed) but the Grantee shall not be released from any liability to pay consideration or other moneys up to the date of termination.
- 11.4 Upon termination, the Grantee shall formally surrender the rights under this Deed and surrender the grant of easement.

12. Delegation

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

13. Disputes

- 13.1 If any dispute arises between the Grantor and the Grantee concerning the rights created by this Deed the parties shall enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Grantor's Land is situated. Such arbitration shall in accordance with the Arbitration Act 1996 **PROVIDED THAT** this clause shall be subject in all respects to the provisions of section 17 of the Land Act 1948.
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14. Notices

- 14.1 Any notice to be given by one party under this Deed to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the address in writing to the other party.
- (a) The Grantor's Address as set out in Clause 3 of the Schedule.

- (b) The Grantee's Address as set out in Clause 4 of the Schedule.
- (c) Any notice posted shall be deemed to be served three (3) working days after the date of posting.

15. Severability

15.1 If any part of this Deed 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 Deed which shall remain in full force.

IN WITNESS WHEREOF these presents have been executed the day and year hereinbefore written.

SIGNED by **THE COMMISSIONER OF CROWN LANDS** in the presence of:

Signature of witness

Name of witness

Occupation of witness

City/town of residence

TRUSTPOWER LIMITED by:

Signature of director

Name of director

Signature of director

Name of director

SCHEDULE

1. **GRANTOR'S LAND:**

The land contained in Identifier OT386/102 (Otago Land Registry)

2. **GRANTEE'S LAND:**

The land contained in Identifier OT2C/1162 (Otago Land Registry)

3. **GRANTOR'S ADDRESS:** c/- Land Information New Zealand, Private Bag 4721, Christchurch (Attention: Crown Property Management)

4. **GRANTEE'S ADDRESS:** TrustPower Limited, Private Bag 12023, Tauranga (Attention: Ian Lees)