

Crown Pastoral Land Tenure Review

Lease name: CASTLE DENT

Lease number: TR 167

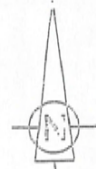
Substantive Proposal - Part 12

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

July

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PLAN NO. 5535/1

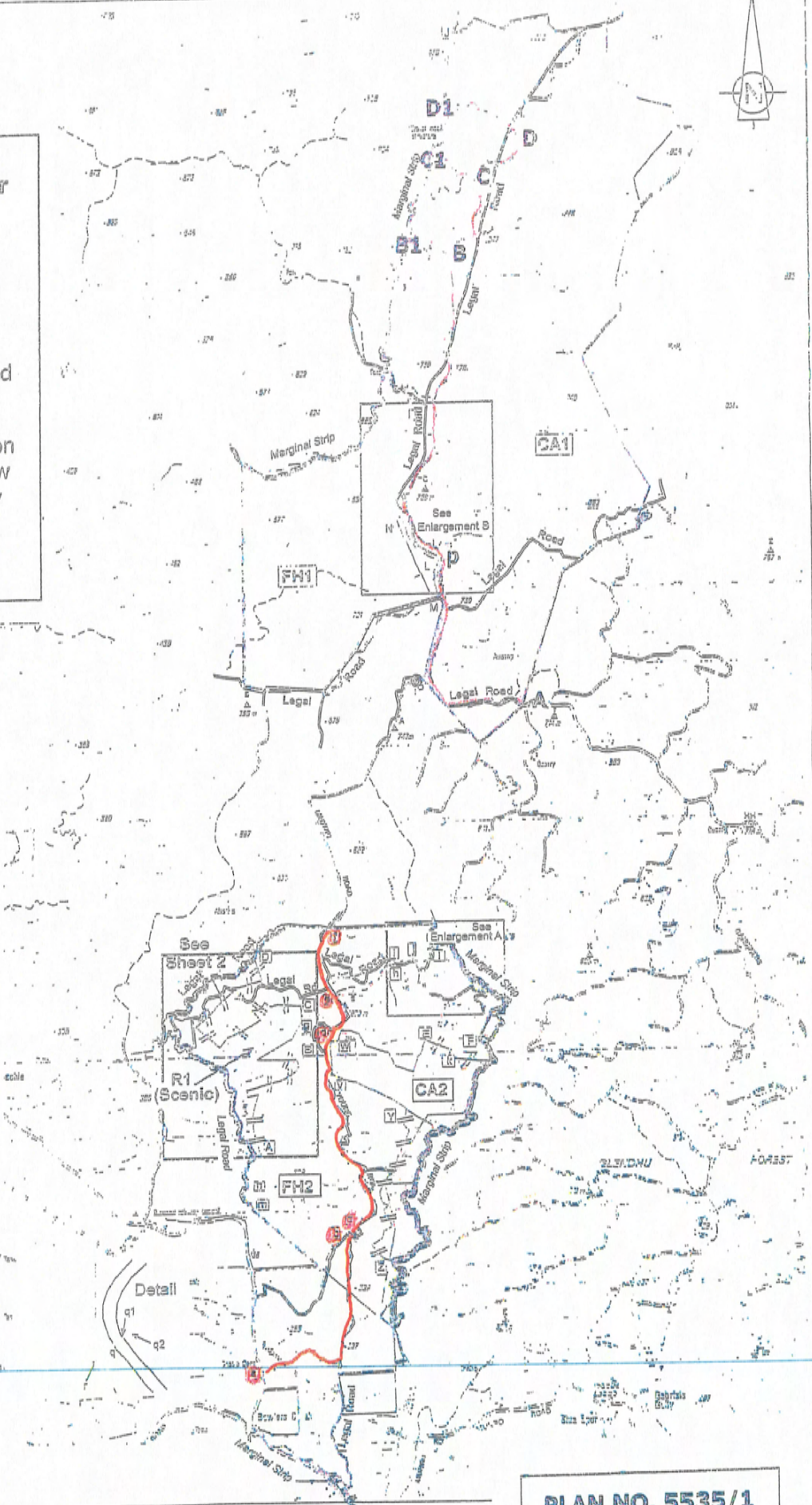
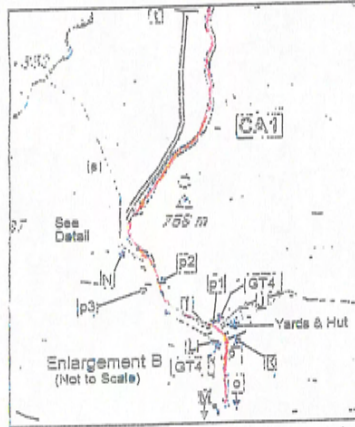
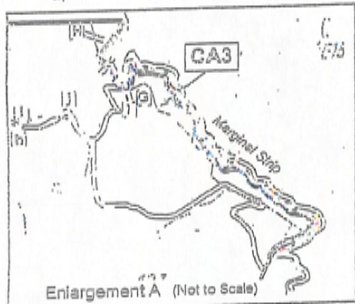


**Access Easements
Required by TrustPower
over CA1**

**A - o - p - B - C - D and
B - B1
C - C1
D - D1**

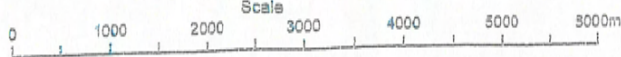
marked red on plan attached
numbered 5535/1.

Annotation superimposed on
T L Survey's Tenure Review
Map dated 04/04/2006 by
Don Hatfield
Dip.Surv. FNZIS MPINZ
Surveying Consultant



Castle Dent Station

PLAN NO. 5535/1



CONSENT OF LESSEE

CASTLE DENT LIMITED being the lessee pursuant to a lease granted under section 83 of the Land Act 1948, such estate and interest being comprised and recorded in Identifier OT386/102 (Otago Registry),

1. consents to the within Grant of Easement from Her Majesty the Queen to TrustPower Limited;
2. acknowledges that it has received compensation from TrustPower Limited, and that such compensation has been paid in lieu of any payment that may be payable by Her Majesty the Queen pursuant to section 60(1) of the Land Act 1948;
3. waives its right to any compensation from Her Majesty the Queen in respect of the within Grant of Easement; and
4. consents to the noting of the within Grant of Easement against the title to the lease being the said Identifier OT386/102 (Otago Registry)

but otherwise without prejudice to its rights and remedies under the said lease.

Dated

CASTLE DENT LIMITED by:

Signature of director

Name of director

Signature of director

Name of director

DEED RECORDING GRANT OF RIGHT TO USE ACCESS

(Clause 2.5)

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

A N D

TRUSTPOWER LIMITED

DEED RECORDING GRANT OF ACCESS RIGHT

THIS DEED is made the _____ day of _____ 2007

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

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

BACKGROUND

- A. The Grantor is the owner of the Grantor's Land.
- B. The Grantee is the owner of the Grantee's Land.
- C. The Grantor has granted to the Grantee an easement to convey water and an easement of right of way, as more particularly described in the Grant of Easements.
- D. Castle Dent Limited as the Pastoral Lessee of the Grantor's Land pursuant to Pastoral Lease and has consented to the Grant of Easements.
- E. The Grant of Easements also refers to the grant by the Grantor to the Grantee of a right of access over formed tracks/roads existing as at the date of this Deed, in order for the Grantee to have access to the areas over which the easement to convey water extends.
- F. The parties wish to record their agreement in this Deed.

TERMS OF THIS DEED

1. Definitions and Interpretations

1.1 In this Deed (including the Schedule):

"Access Right" means the right of access over the Access Roads granted by the Grantor to the Grantee pursuant to this Deed;

"Access Roads" means the formed tracks, roads, paths, access-ways and other areas used for the purpose of gaining access existing as at the date of this Deed giving access to the areas over which the Easement to Convey Water extends, including those areas shown marked "A" – "o" – "p" – "B" – "B1", "B" – "C" – "C1", "C" – "D" – "D1" in red on the attached Plan No. 5535/1, noting however that the part marked "A" – "o" includes legal road over which the Grantor has no proprietary rights but which the Grantee already has a right to use in common with members of the public and so the grant by the Grantor to the Grantee as contained herein shall be the grant of a right to use those parts of the Grantor's Land over which a road access has been formed extending from Gardners Track to "o" except those parts which have been dedicated as legal road;

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

"Easement to Convey Water" means the easement to convey water granted by the Grantor to the Grantee pursuant to the Grant of Easements;

“**Grant of Easements**” means the deed recording the grant by the Grantor to the Grantee of an easement to convey water and an easement of right of way dated the same date as this Deed, which deed is intended to be registered;

“**Grantee**” includes the Grantee’s servants, agents, employees, workers, invitees, licensees, contractors, lessees or tenants;

“**Grantee’s Land**” means the Land described in Clause 2 of the Schedule;

“**Grantor’s Land**” means the Land described in Clause 1 of the Schedule;

“**Pastoral Lease**” means Pastoral Lease Number P196 affecting the Grantor’s Land;

“**Pastoral Lessee**” means the lessee under the Pastoral Lease;

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 Access Right**

2.1 The Grantor grants to the Grantee, in perpetuity commencing on the date of the execution of this Deed the Access Right on the following terms:

- (a) The right to from time to time and at all times enter, exit, pass, re-pass and remain on, go over and along the Access Roads (including such parts of the Grantor’s Land adjacent to the Access Roads as may be necessary for the purposes of upkeep and maintenance) as if the Access Right were a grant 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 a 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"; and
 - (iv) the Access Right is not intended to be registered.
- (b) The provisions of Schedule 4 are modified by the addition of the following:

"Any maintenance repair or replacement of the Access Roads that is necessary because of any act or omission by the Grantor (which includes agents, employees, contractors, sub-contractors and invitees of the Grantor) must be carried out promptly by the Grantor at the Grantor's sole cost.

Any maintenance repair or replacement of the Access Roads that is necessary because of any act or omission by the Grantee (which includes agents, employees, contractors, sub-contractors and invitees of the Grantee) must be carried out promptly by the Grantee at the Grantee's sole cost.

Where an act or omission is the partial cause of the maintenance, repair or replacement the costs payable by the party 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)."

- (c) The Access Right 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.

3. Consideration

- 3.1 The consideration of the grant of the Access Right is satisfied by the payment of the consideration under the Grant of Easements.

4. Payment of Compensation to Pastoral Lessee

- 4.1 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 (including access rights).
- 4.2 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 Access Right in this Deed.

5. Obligations of the Grantee

- 5.1 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 may be applicable.
 - (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 Easement to Convey Water, including for the purpose of accessing and servicing, cleaning, repairing and maintaining of the Easement Facilities (as defined in the Grant of Easements) (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.