

Crown Pastoral Land Tenure Review

Lease name: DINGLEBURN

Lease number: PO 151

Substantive Proposal - Part 4

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

December

05

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10.0 DISPUTE RESOLUTION PROCESSES

10.1. If any dispute arises between Te Rūnanga o Ngāi Tahu and the Owner in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the Parties.

10.2. Mediation

10.2.1. if the dispute is not capable of resolution by agreement within 14 days of written notice by one Party to the other (or such further period as the parties may agree to in writing) either Party may refer the dispute to mediation with a mediator agreed between the Parties;

10.2.2. if the Parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

10.3. Failure of Mediation

10.3.1. in the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the Parties agree that the provisions in the Arbitration Act 1996 will apply;

10.3.2. notwithstanding anything to the contrary in the Arbitration Act 1996, if the Parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President of the District Law Society in the region in which the Land is situated;

10.3.3. the Parties further agree that the results of arbitration are to be binding upon the Parties.

11.0 JOINT OBLIGATIONS

11.1. The Owner or Te Rūnanga o Ngāi Tahu may, by mutual agreement, carry out any work or activity or improvements or take any action either jointly or individually to assist in the management and protection of the Values.


ROM 75711
LAW

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Executed as a Deed

Signed by _____ acting under a
delegation from the Commissioner of Crown Lands
deemed pursuant to section 80(5) of the Crown Pastoral
Land Act 1998 to be the Owner of the Land for the
purposes of section 77 of the Reserves Act 1977

in the presence of :

Name: _____

Address: _____

Occupation: _____

Signed on behalf of: **Te Rūnanga o Ngāi Tahu**
by the Kaiwhakahaere of Te Rūnanga o Ngāi Tahu

in the presence of:

Name: _____

Address: _____

Occupation: _____

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CMM
75/11

SCHEDULE 1

1. Description of Land

Refer to the attached map (the land includes the outlet of Dingleburn Lagoon / Turihuka and a 20 metre strip on either side of the outlet).

2. Address for Service

The address for service (including facsimile number) of Te Rūnanga o Ngāi Tahu is:

Kaupapa Taiao
Ngāi Tahu Development Corporation Limited
158 Hereford Street
CHRISTCHURCH

Fax: (03) 366 4267

The address for service (including facsimile number) of the Owner is:

Address for Lessee of Dingleburn is required!

or such other street and fax address as the Owner may in writing, from time to time, notify Te Rūnanga o Ngāi Tahu.

3. Significant Inherent Cultural Values Associated with the Land:

Turihuka is the Māori name for Dingleburn Lagoon. Rawiri Te Maire recorded that a kainga named Turihuka was located near Dingleburn Lagoon (refer to Map 1).

Taiaroa recorded "Turihuka: A settlement. Food gathering. Eeling. Koukoupara (species of fish) fishing. Bulrush gathering. Weka hunting." This implies water, raupō, harakeke and regular residence from which place they made trips for food gathering.

According to Huruhuru, a Ngāi Tahu rangatira (chief), it was a days walk from Turihuka to Maruhaea (located at the neck of Lake Hawea). Maruhaea was one of the most significant Ngāi Tahu kainga.

The exact location of the Turihuka kainga is unknown. During the 2003 field survey, no archaeological remains were discovered. However, a ridge located beside Dingleburn Lagoon / Turihuka containing rock surfaces and vegetation was searched.

This area would have been an ideal location for a kainga given the exposure to the sun and the proximity to the Dingleburn Lagoon. Signs of occupation on the shores of the small lake at Turihuka may be reflected in the isolated stands of tī kouka (cabbage tree) and harakeke (flax) in the northeast corner, and at the outlet.

The Turihuka kainga would have been strategically located beside Dingleburn Lagoon / Turihuka to use the mahinga kai resources of the Dingleburn Lagoon / Turihuka. Dingleburn Lake / Turihuka and the surrounding wetlands would have been much larger than its present state, and would have supported an abundance of a variety of mahinga kai resources.

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The Conservation Resource Report for Dingleburn states *"the margins of the Dingle Burn Lagoon (20 ha) which lied to the west of the homestead, support wetland vegetation including raupō, Carex coriacea, Juncus effusus, crack willow, and a sward of exotic grasses and herbs"*. Taiaroa recorded that Māori gathered bulrush (raupō) from the Dingleburn Lagoon.

The outlet, including the surrounding vegetation, is an important part of Turihuka / Dingleburn Lagoon that requires just as much protection as the Lake itself. The Land contains many other natural resources that were used by local Ngāi Tahu. Due to the Ngāi Tahu occupation of the Land there is a high possibility of discovering other archaeological and cultural sites with Ngāi Tahu values. As a result of this, the Land is of immense cultural, spiritual and traditional importance to Ngāi Tahu Whānui.

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a
EM
MAN
7571

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SCHEDULE 2

Kaitiaki Papatipu Rūnanga and Contact Details

Te Rūnanga o Moeraki whose takiwā centres on Moeraki and extends from Waitaki to Waihemo and inland to the Main Divide as defined in the First Schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment.

Old School Building,
Cnr Tenby & Haverford St
Moeraki

Fax: (03) 439 4816

Kāti Huirapa ki Puketeraki whose takiwā centres on Karitane and extends from Waihemo to Purehurehu and includes an interest in Otepoti and the greater harbour of Otagou. The takiwā extends inland to the Main Divide sharing an interest in the lakes and mountains to Whakatipu-Waitai with Rūnanga to the south as defined in the First Schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment.

C/- Post Office
Karitane 9064

Fax: (03) 465 7318

Te Rūnanga o Otagou whose takiwā centres on Ōtākou and extends from Purehurehu to Te Matau and inland, sharing an interest in the lakes and mountains to the western coast with Rūnanga to the North and to the South as defined in the First Schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment.

RD 2
Otagou
Dunedin

Fax: (03) 478 0354

Te Rūnanga o Hokonui whose takiwā centres on the Hokonui regions and includes a shared interest in the lakes and mountains between Whakatipu-Waitai and Tawhititarere with other Murihiku Rūnanga and those located from Waihemo southwards as defined in the First Schedule of the Te Rūnanga o Ngāi Tahu Act 1996 or any subsequent amendment.

PO Box 114
Gore
Southland

(03) 208 7954

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ROM 7572

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GRANT of

Correct for the purposes of the
Land Transfer Act 1952

Solicitor for Te Rūnanga o Ngāi Tahu

CONSERVATION COVENANT UNDER
SECTION 77 OF THE
RESERVES ACT 1977 FOR
CROWN PASTORAL LAND ACT 1998 PURPOSES

COMMISSIONER OF CROWN
LANDS

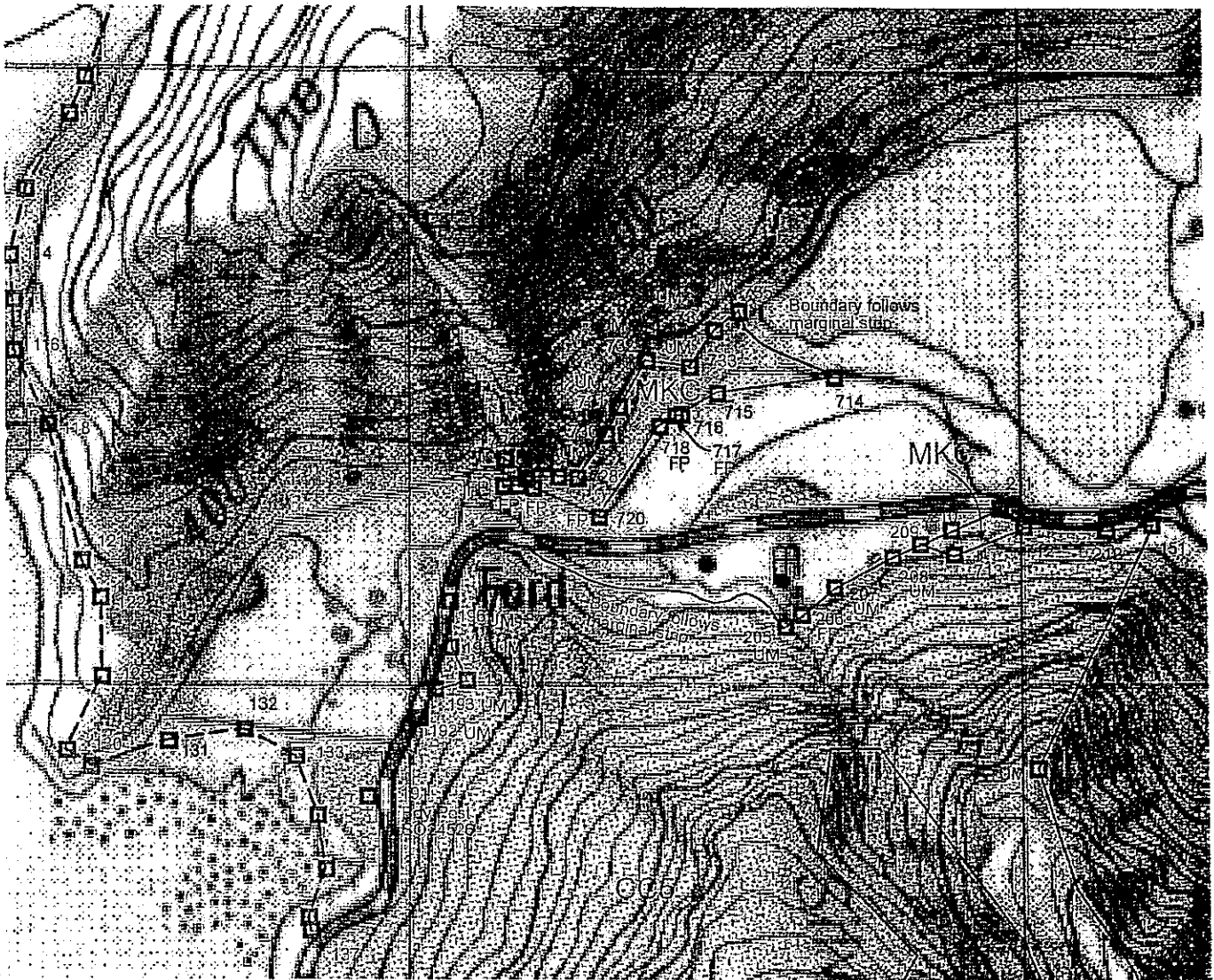
to

TE RŪNANGA o NGĀI TAHU

Solicitor
DUNEDIN/CHRISTCHURCH

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MHW
DM 25/11

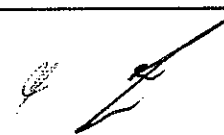
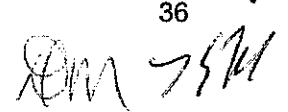

Plan to attach to Ngai Tahu Covenant



Covenant area comprises the two areas outlined with black line and marked "MKC" on above plan.

Handwritten signatures and initials:
RM
MS
WW

Appendix 15: Form of an easement to Contact Energy Limited

Dated

2004

DEED OF GRANT OF EASEMENT
(Pursuant to Section 60 of the Land Act 1948)

Grantor
HER MAJESTY THE QUEEN acting by and through
THE COMMISSIONER OF CROWN LANDS appointed
under Section 12A(1) of the Survey Act 1986

Grantee
CONTACT ENERGY LIMITED

BUDDLE FINDLAY

Handwritten signatures and initials:
A large handwritten signature, possibly "M.W.J.", is written over the firm name.
Below it, the initials "AM" and "SSM" are written.

DEED OF GRANT OF EASEMENT

DATED

2004

PARTIES

1. HER MAJESTY THE QUEEN acting by and through THE COMMISSIONER OF CROWN LANDS appointed under Section 12A(1) of the Survey Act 1986 (hereinafter with her successors and assigns referred to as "the Grantor")

AND

2. CONTACT ENERGY LIMITED at Wellington hereinafter with successors and permitted assigns ("the Grantee")

BACKGROUND

- A. The Grantor is the owner of and lessor of the Grantor's Land, which includes the Easement Land (defined in 1.1 below)
- B. The Grantee operates an electricity generation business in the region of the Grantor's Land. For purposes associated with that business, the Grantee requires access across the Easement Land. In particular, the Grantee wishes to access Operating Easement land adjoining the Easement Land for lake edge armouring, to investigate and monitor land movement and for certain other purposes designed to protect the Easement Land and other land from material lake edge erosion by practical and economic means.
- C. The Grantor has agreed to grant the Grantee an easement over the Easement Land for the purpose of providing such access on the terms and conditions set out in this Deed.
- D. The Easement Land is adjacent to Lake Hawea (being Sections 1-7 (inclusive) on S.O. Plan 24526 (Otago Registry)), which is also owned by the Grantor and which is subject to Operating Easement 103111 (Otago Registry) granted by the Grantor in favour of the Grantee. In the future additional land is likely to be added to that Operating Easement, or to an alternative supporting document.
- E. The Easement Land is subject to Pastoral Lease Po 151 issued under Section 66 of the Land Act 1948. The Lessees under Pastoral Lease Po 151 are Thomas Guy Mead as to ½ share and Davida Isobel Mead as to ½ share (hereinafter referred to as "the Lessee") and the consent of the Lessees is annexed hereto.

TERMS OF THIS DEED

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed (including the Schedules):

"Deed" means this Deed and the background.

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ROM
952
952/ROM
Page 1

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"Easement Land" means that part of the Grantor's Land located between Lake Hawea and the Timaru Creek Road, the location (as at the date of entering into of this Deed) of which is shown in the plan attached to this Deed.

"Grantee" includes the Grantee's servants, agents, employees, workers, invitees, licensees and contractors.

"Grantor's Land" means all that parcel of land belonging to the Grantor containing 23,714.5786ha hectares more or less being Run 724 being Pastoral Lease A2/1219 (Otago Registry).

"Operating Easement" means Operating Easement 103111 (Otago Registry).

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

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

1.2.2 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;

1.2.3 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, the following easement in relation to the Easement Land:

2.1.1 the right of reasonable access by the Grantee, its agents, contractors, workmen with or without aircraft, vehicles, appliances, machinery, equipment, materials and/or any other items as are reasonably necessary to, from, over and across the Easement Land from time to time in order to enable the Grantee to access the margins of Lake Hawea to carry out monitoring, lake edge armouring and other lake margin erosion prevention activities by practical and economic means;

2.1.2 the right to maintain and use any existing tracks on the Easement Land and/or have access across areas of the Easement Land not containing tracks, with the right to remain on the Easement Land for those purposes, as reasonably necessary for the exercise of the Grantee's rights and obligations under this Easement;

2.1.3 the right to construct new tracks on the Easement Land in locations selected in order to reasonably minimise disturbance to the normal day to day farming activities on the Easement Land from time to time if and when it becomes impractical for the Grantee to access the lake margin via existing tracks or across areas of the Easement Land not containing tracks, if the Grantee gives notice under clause 5.1.2 and obtains the consent of the then farmer of the Easement Land (provided that such consent will not be required where it is unreasonably withheld), together with the right to maintain and use any such

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new tracks, with the right to remain on the Easement Land for such purposes, as reasonably necessary for the exercise of the Grantee's rights and obligations under this Easement.

- 2.2 The Grantor covenants to use all reasonable endeavours not to permit any act or omission upon, or about the Easement Land that will materially interfere with the proper exercise of the Grantee's rights under this Easement and/or the proper functioning of the same.
- 2.3 The rights granted under this Deed to the Grantee are non-exclusive and are exercisable in common with the Grantor and any other person having similar rights either now or in the future.
- 2.4 The easement rights granted under this Deed to the Grantee are subject to the compliance by the Grantee with the obligations imposed on it under this Deed.

3. CONSIDERATION

3.1 In consideration of the grant of easement in this Deed:

3.1.1 the Grantee shall pay the Grantor a lump sum payment of [REDACTED] plus GST if demanded; and

3.1.2 the Grantee shall observe the obligations imposed on it under this Deed.

3.2 If the Grantee causes the Grantor to suffer any actual loss to its farming operations as a result of the Grantee's activities under this Deed, the Grantor may give notice in accordance with clause 12 requesting that it be compensated for that loss. If the Grantor gives such notice the Grantee shall be given a reasonable opportunity to remedy the loss but if the loss is not, or cannot be, remedied within a reasonable time, the Grantee shall provide compensation for the actual loss suffered to the Grantor's farming operations (if any).

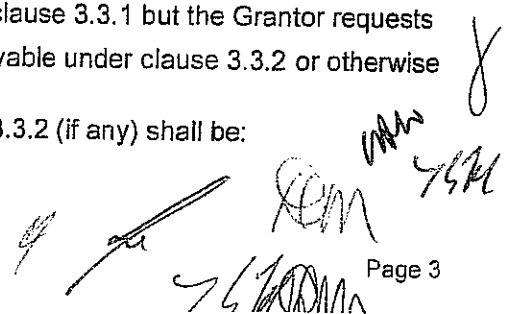
3.3 If the Grantee constructs any new track/s on the Easement Land the Grantor may give notice in accordance with clause 12 requesting that it be compensated for the long-term loss of value that the Grantee suffers to its farming operation (if any) that is caused by the track/s. If the Grantor gives such notice the Grantee may elect whether to:

3.3.1 remove the track/s and restore the land affected to its original condition so far as is reasonably possible in the circumstances, within a reasonable time; or

3.3.2 provide to the Grantee compensation for the long-term loss in value that the track/s caused to the Grantor's farming operations, including taking into account any loss of use of productive farming land suffered by the Grantor and the added value (if any) created by the track/s,

provided that up until the time of any actual payment by the Grantee to the Grantor of compensation, the Grantee shall retain its right to elect or revert to either of the options in clauses 3.3.1 or 3.3.2. If at any time the Grantee elects the option in clause 3.3.1 but the Grantor requests that the track/s not be removed, no compensation shall be payable under clause 3.3.2 or otherwise

3.4 The level of compensation payable under clauses 3.2 and/or 3.3.2 (if any) shall be:



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- 3.4.1 as agreed between the parties; or
- 3.4.2 if the parties fail to agree within two (2) months then the Grantee shall appoint a valuer who shall assess the level of compensation (and the Grantee shall notify the Grantor of that appointment); or
- 3.4.3 if the Grantor disputes the Grantee's appointment of a valuer within 14 days of being notified of it, the parties shall instruct the President of the Otago District Law Society to appoint a valuer who shall assess the level of compensation.

3.5 An assessment by a valuer of the level of compensation under clause 3.4.2 or clause 3.4.3, as appropriate, shall be final and binding on the parties for the purposes of the operation of this clause 3, the valuer shall act as an expert and not an arbitrator and the provisions of the Arbitration Act 1996 shall not apply. The Grantee shall pay all reasonable costs of the valuer.

4. REGISTRATION

4.1 This Deed shall be registered pursuant to section 60 of the Land Act 1948.

5. OBLIGATIONS OF THE GRANTEE

5.1 The Grantee shall when exercising its rights under this Easement:

5.1.1 give to the Grantor reasonable notice of at least 48 hours (or such lesser time as may be agreed) before entry is made to the Easement Land pursuant to this Easement (other than for major repair, maintenance and/or construction works, in which case clause 5.1.2 shall apply) **PROVIDED THAT** no such notice shall be required where, by prior agreement, entry is made over agreed routes for routine access, construction and/or maintenance and **PROVIDED FURTHER THAT** no such notice will be required in the event that entry is required in an emergency for immediate action to be taken to limit or prevent damage to property or to preserve life or ensure safety, in which case the Grantee shall give to the Grantor notice following such emergency as soon as reasonably possible and practicable in the circumstances;

5.1.2 give to the Grantor reasonable notice of at least 14 days (or such lesser time as may be agreed) before entry is made to the Easement Land pursuant to this Easement in order to carry out major repair, maintenance and/or construction works **PROVIDED FURTHER THAT** no such notice will be required in the event that entry is required in an emergency for immediate action to be taken to limit or prevent damage to property or to preserve life or ensure safety, in which case the Grantee shall give to the Grantor notice following such emergency as soon as reasonably possible and practicable in the circumstances;

5.1.3 subject to the Grantee's right to construct, maintain and use tracks on, and otherwise have access to, from, over and across, the Easement Land from time to time, the Grantee shall use all reasonable endeavours to ensure that no damage is caused by its activities to the Easement Land or to any trees, plants, buildings, roads, fences, water supply equipment, stock or other things whatsoever on the Easement Land and that all farm gates are left as they are found. In the event that any such damage is caused by the Grantee's activities

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then it shall promptly make all such reasonable repairs, replacement and/or reinstatement as may reasonably be necessary to make good such damage;

5.1.4 the Grantee shall at its cost maintain to reasonable four wheel drive vehicle standard all access tracks on the Easement Land used by it from time to time in exercise of its rights under this Easement including so far as practicable repair of any damage to those tracks following heavy rain events.

5.2 The Grantee covenants that when it exercises its rights under this Deed it shall do so at all times in a manner so as to use reasonable endeavours to minimise any disturbance to the Grantor, or any agents, employees and contractors of the Grantor or the Lessees in their normal day to day farming activities on the Easement Land.

5.3 The Grantee covenants to ensure compliance at its own cost at all times with all statutes and regulations, ordinances and by-laws, and covenants to obtain all approvals, consents and authorisations at its own cost as are necessary for the Grantee to lawfully conduct the activities permitted by this Deed, including compliance by the Grantee's servants, employees and invitees entering upon the Easement Land from time to time.

6. MUTUAL ASSURANCES

6.1 The Grantor and the Grantee shall always act in good faith and do all acts and things and execute all documents reasonably necessary to give full and proper effect to this Easement and the rights and interests granted herein. The Grantor agrees to attend to registration of this Easement.

7. COSTS

7.1 The Grantor and the Grantee shall each bear their own costs and expenses in relation to the preparation and enforcement of any provisions of this Deed.

8. NO GRANTOR WARRANTY

8.1 The Grantee acknowledges that it has entered into this Deed in reliance upon its own judgement and not in reliance upon any representations or warranties made by or on behalf of the Grantor as to the suitability of the Easement Land for any purpose or otherwise.

9. GRANTEE INDEMNITY

9.1 The Grantee shall indemnify the Grantor against any loss, claim, damage, expense or liability suffered by the Grantor resulting from any breach of the Grantee's obligations under this Deed.

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9.2 The Grantee acknowledges that this Deed is granted on the basis that the Grantee and any of its invitees when they enter and/or use the Easement Land by virtue of this Easement, do so strictly at their own risk **AND** the Grantee shall indemnify the Grantor from and against any action or claim made by any person it permits to enter into and upon the Easement Land.

10. DEALINGS WITH THE GRANTEE INTEREST UNDER THIS DOCUMENT

10.1 The Grantee may from time to time in conjunction with its Operating Easement transfer, lease, assign or licence all or any part of its rights under this Easement to the owner and/or operator from time to time of the Operating Easement. The Grantee shall promptly give written notice to the Grantor of any such transaction. In the event that the Grantee may from time to time wish to transfer its interest under this Easement other than above, then it shall first obtain the consent in writing of the Grantor which consent shall not be unreasonably withheld.

11. DISPUTE RESOLUTION

11.1 In the event of any dispute arising between the parties in respect of or in connection with this Deed, the parties shall, without prejudice to any other right or entitlement they may have under this Deed or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of LEADR (Lawyers Engaged in Alternative Dispute Resolution).

11.2 In the event the dispute is not resolved within twenty eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any amendment or re-enactment of it. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

12. NOTICES

12.1 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 address at the appropriate address set out below or to such address notified by the address in writing to the other party:

The Grantor's Address:

Chief Executive
Land Information New Zealand
P O Box 5501
WELLINGTON

Attention: Manager Crown Property Management
Telephone: (04) 460 0158
Facsimile: (04) 460 0590

The Grantee's Address:

[Handwritten signatures and initials]
7/5/21

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For Contact Energy Limited:
Level 1
Harbour City Tower
29 Brandon Street
(P O Box 10 742)
WELLINGTON

Attention: Legal Counsel
Telephone: (04) 499 4001
Facsimile: (04) 499 4003

12.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

13. SEVERABILITY

13.1 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.

14. STATUTORY COMPLIANCE

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

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IN WITNESS WHEREOF this Deed has been duly executed on the date first written above.

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN by PAUL)
JACKSON pursuant to a delegation from)
the COMMISSIONER OF CROWN)
LANDS)

in the presence of:

Witness Signature

Full Name

Address

Occupation

SIGNED for and on behalf of)
CONTACT ENERGY LIMITED)
by its attorneys)

Name of attorney

Signature of attorney

Name of attorney

Signature of attorney

in the presence of:

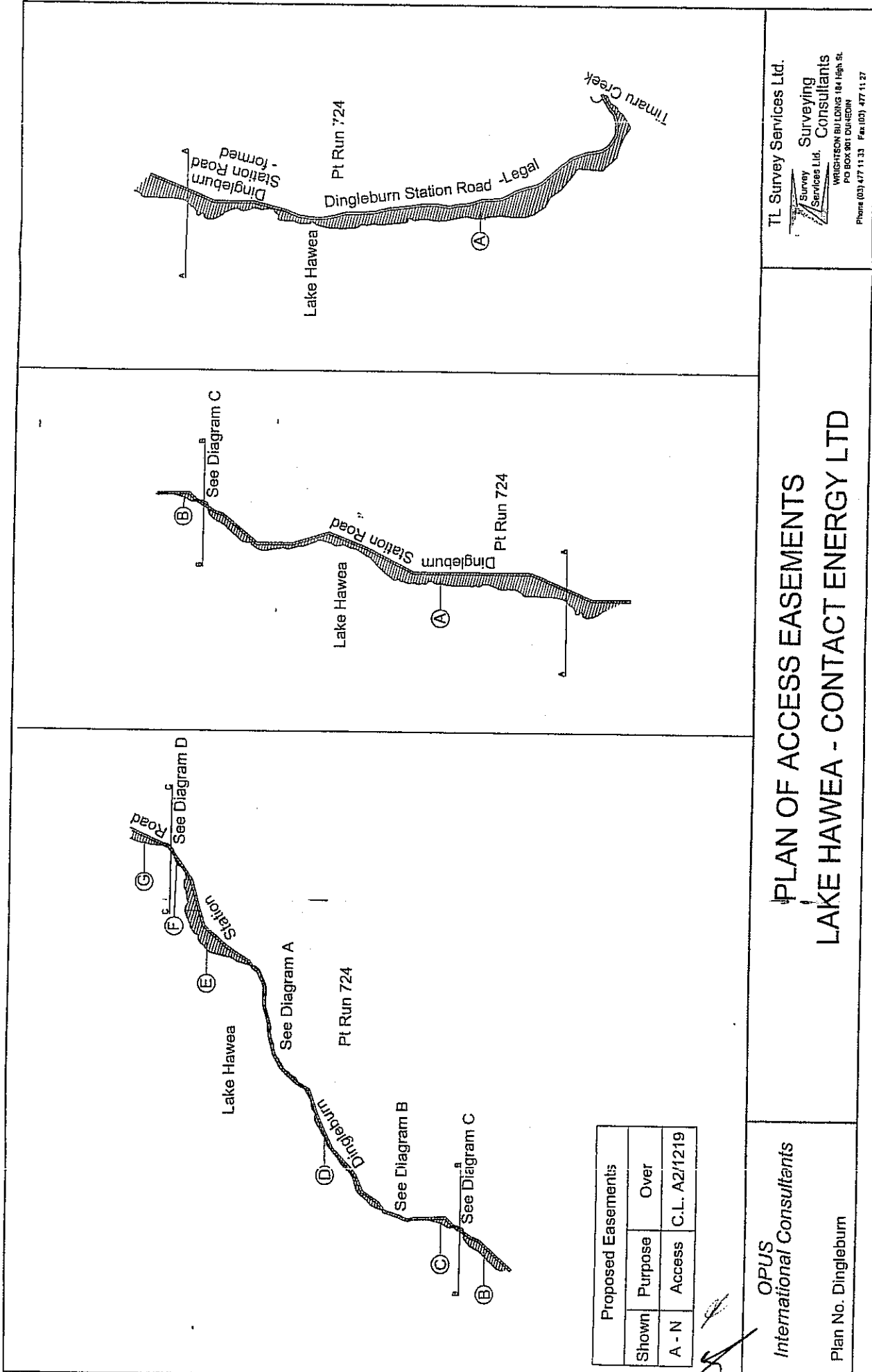
Witness Signature

Full Name

Address

Occupation

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REM 5/5/11
C. G. H. W. J.



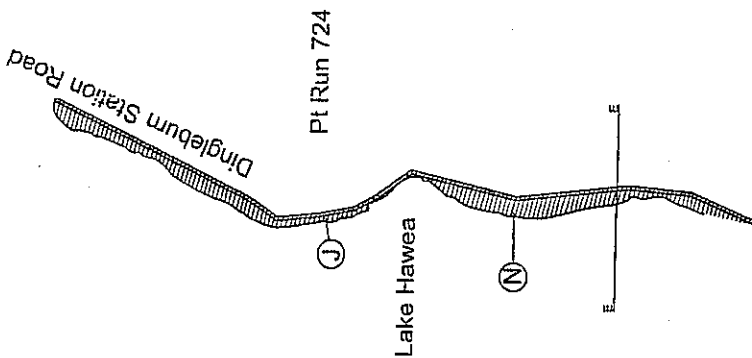
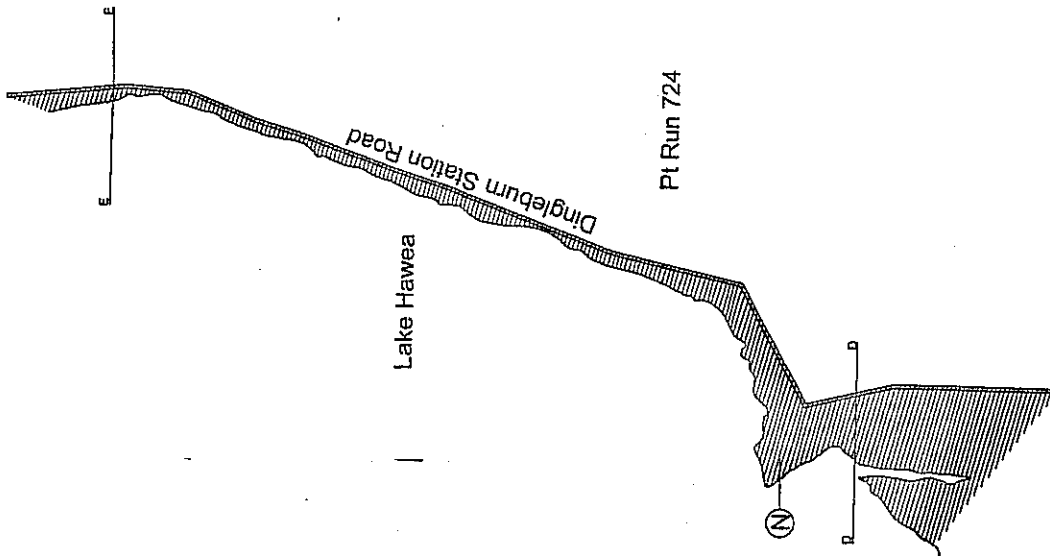
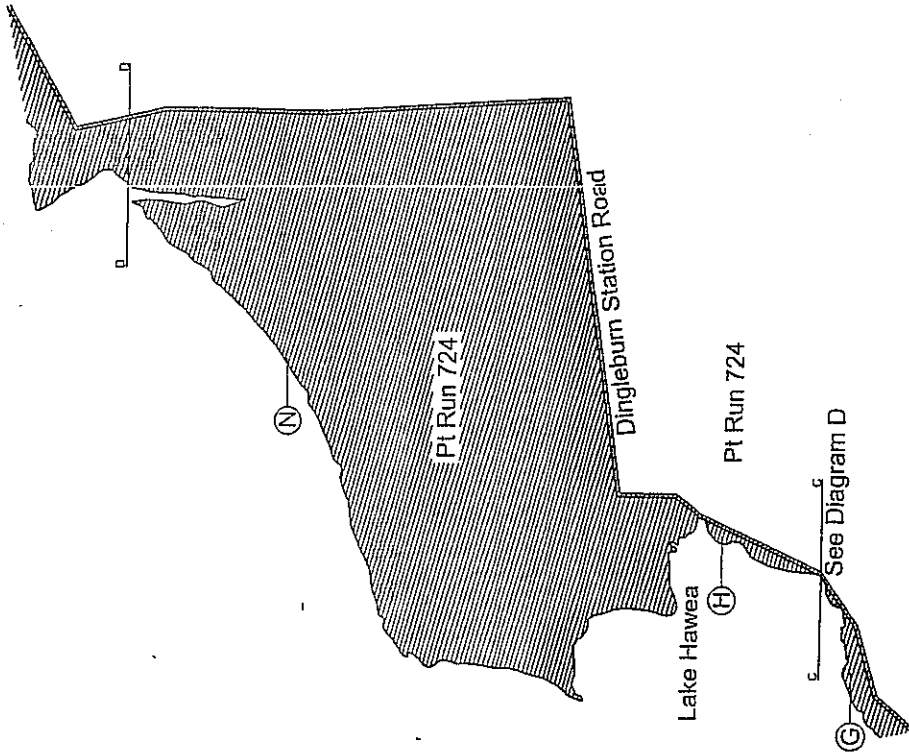
Proposed Easements		
Shown	Purpose	Over
A - N	Access	C.L. A2/1219

OPUS
International Consultants
Plan No. Dingleburn

PLAN OF ACCESS EASEMENTS
LAKE HAWEA - CONTACT ENERGY LTD

TL Survey Services Ltd.
Surveying Consultants
WRIGHTSON BUILDING 184 High St.
PO BOX 981 DUNEDIN
Phone (03) 477 1133 Fax (03) 477 1127

Handwritten signatures and initials



Proposed Easements		
Shown	Purpose	Over
A - N	Access	C.I.L. A2/1219

TL Survey Services Ltd.
 Surveying
 Services Ltd. Consultants
 WRIGHTSON BUILDING 104 High St.
 PO BOX 301 DUNEDIN
 Phone (03) 477 11 35 Fax (03) 477 11 27

PLAN OF ACCESS EASEMENTS
 LAKE HAWEA - CONTACT ENERGY LTD

OPUS
 International Consultants

Plan No. Dingleburn

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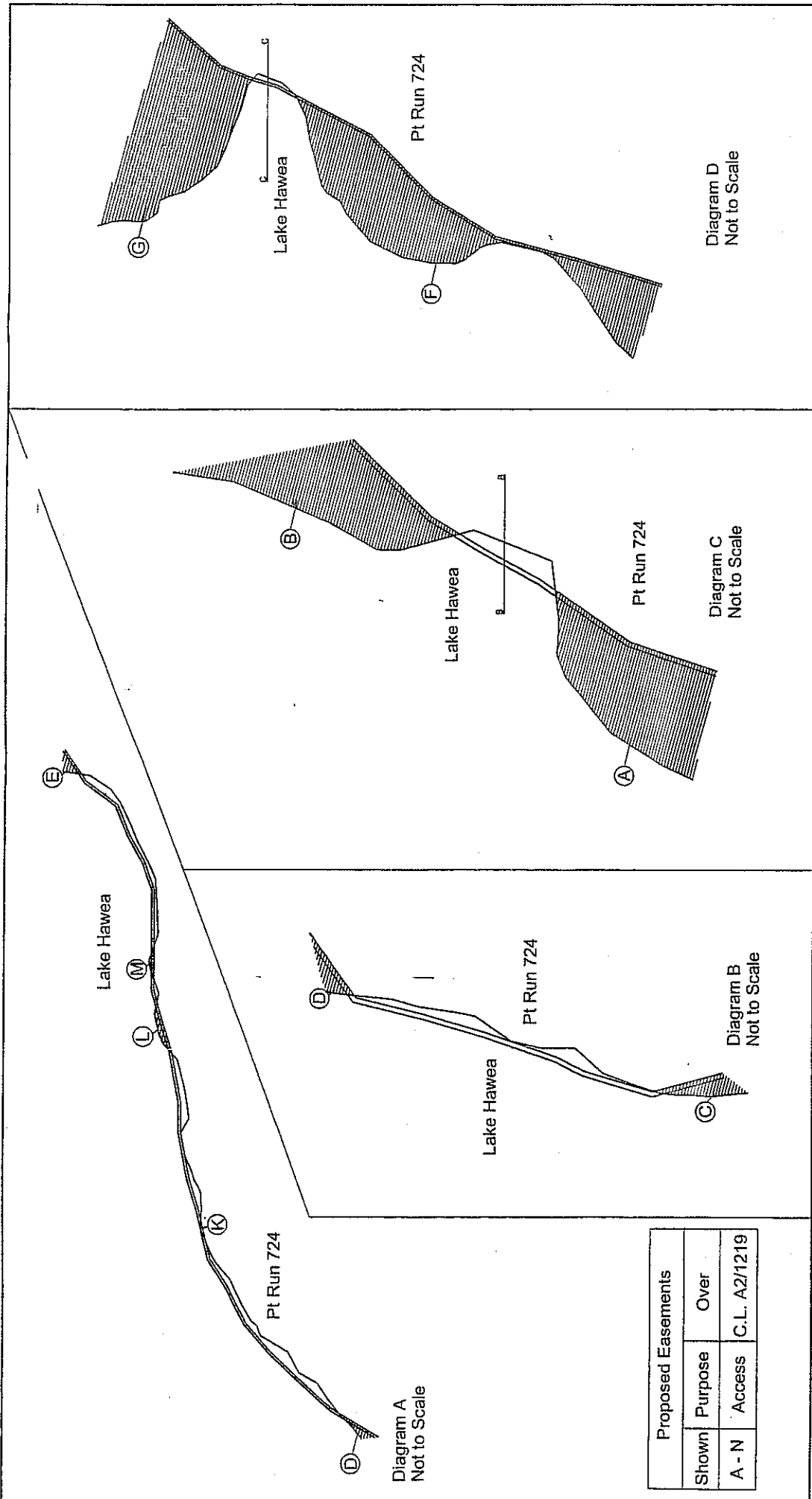


Diagram A
Not to Scale

Proposed Easements		
Shown	Purpose	Over
A - N	Access	C.L. A2/1219

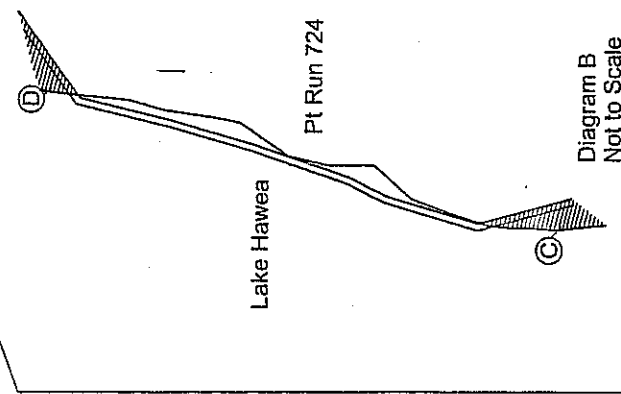


Diagram B
Not to Scale

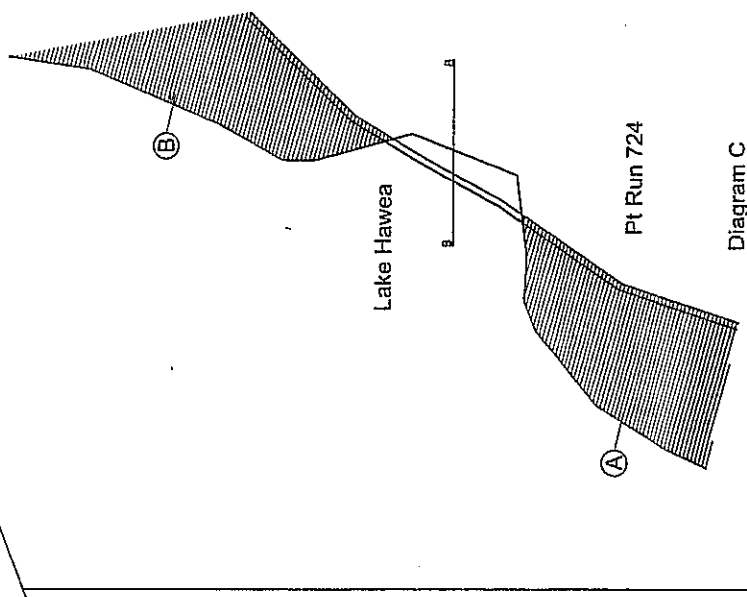


Diagram C
Not to Scale

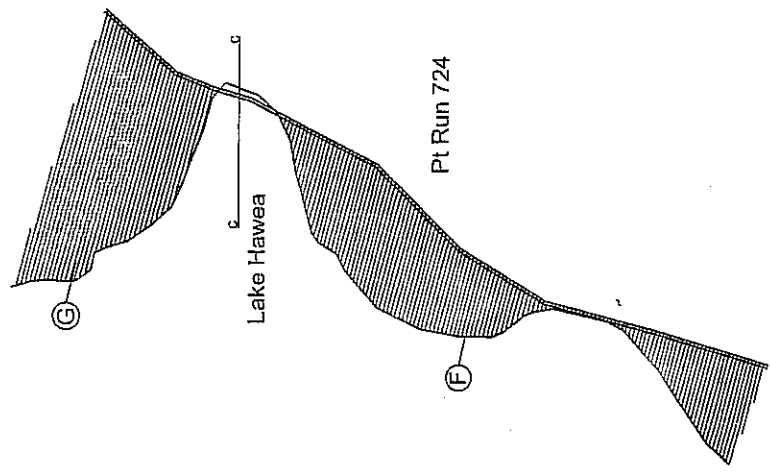


Diagram D
Not to Scale

OPUS
International Consultants
Plan No. Dingleburn

PLAN OF ACCESS EASEMENTS - DIAGRAMS
LAKE HAWEA - CONTACT ENERGY LTD

TL Survey Services Ltd.
Surveying Consultants
WRIGHTSON BUILDING 184 High St.
PO BOX 801 DUNEDIN
Phone (03) 477 11 33 Fax (03) 477 11 37

[Handwritten signatures and initials]

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Execution Section

This Proposal (including the schedules and appendices) is signed by the Commissioner and the Holder as a binding agreement.

SIGNED for and on behalf of the
Commissioner of Crown Lands
by Paul Alexander Jackson acting
pursuant to a delegated authority in
the presence of:

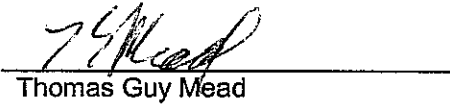


Paul Alexander Jackson
Witness

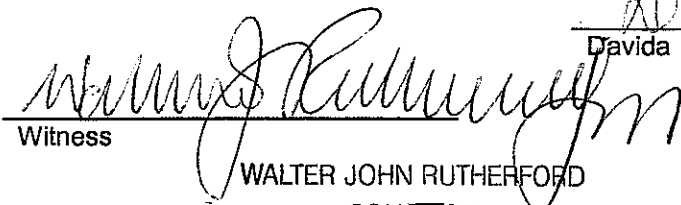
Solicitor
Occupation

Wellington
Address

SIGNED by Thomas Guy Mead and
Davida Isobel Mead in the
presence of:


Thomas Guy Mead


Davida Isobel Mead


Witness

WALTER JOHN RUTHERFORD
Occupation **SOLICITOR**
 DUNEDIN

Address

