

Transport

Civil Aviation Act 1990

Notice of Granting of an Open Aviation Market Licence and Variation of a Scheduled International Air Service Licence

Pursuant to sections 87U (4) and 87Q (4) of the Civil Aviation Act 1990, and a delegation from the Secretary for Transport, dated 28 August 1996, I give notice that, having received an application from United Air Lines, Inc., of Chicago, United States of America, I have:

- (a) granted that airline an open aviation market licence to carry on scheduled services and non-scheduled flights in accordance with the 18 June 1997 Air Transport Agreement Between the Government of New Zealand and the Government of the United States of America, for an indefinite term with effect from 1 December 1997; and
- (b) varied the scheduled international air service licence granted to the airline to provide for that licence to expire on 30 November 1997.

Signed at Wellington this 17th day of November 1997.

J. G. BRADBURY, General Manager International Relations, Ministry of Transport.

g08377

The Treasury

Public Finance Act 1989

Notice of Publication of Financial Statements of the Crown

Pursuant to section 31B of the Public Finance Act 1989, the Minister of Finance gives notice of the publication of the financial statements of the Crown for:

- the 3 months ended 30 September 1997, on 31 October 1997.

Copies of these financial statements are available:

- for inspection free of charge at the National Library of New Zealand, Auckland City Library, Wellington Public Library and Canterbury Public Library;
- for purchase at branches of Bennetts Bookshops; and
- through the internet
(address: <http://www.treasury.govt.nz>).

Dated at Wellington this 31st day of October 1997.

RIGHT HON. W. F. BIRCH, Minister of Finance.

g08256

State-Owned Enterprises Act 1986

State-Owned Enterprises (Mangahao Power Station Limited Vesting Order No. 1) Order 1997

MICHAEL HARDIE BOYS, Governor-General
ORDER IN COUNCIL

At Wellington this 17th day of November 1997

Present:

THE HON. JENNY SHIPLEY PRESIDING IN COUNCIL

Pursuant to section 28 of the State-Owned Enterprises Act, His Excellency the Governor-General, acting by and with

the advice and consent of the Executive Council, makes the following order.

Order

1. Title—This order may be cited as the State-Owned Enterprises (Mangahao Power Station Limited Vesting Order No. 1) Order 1997.

2. Interpretation—(1) In this order,—

“The Dams and Structures” means all dams and structures (whether on or adjacent to the operating easement land, or situated elsewhere) in respect of which the Grantee is for the time being entitled to exercise the Grantee’s rights under the easement vested by clause 3:

“Enactment” includes bylaw:

“Grantee”, in relation to any easement vested by this order,—

(a) Means the holder for the time being of the easement (whether by vesting under this order, by assignment, by operation of law, by succession, or otherwise howsoever); and

(b) Includes the Grantee’s agents, consultants, contractors, employees, engineers, invitees, licensees, servants, subsidiaries, surveyors, tenants, and workers:

“Grantee’s rights” means the interests, liberties, licences, powers, and rights conferred on the Grantee by this order; and “Grantee’s right” has a corresponding meaning:

“Grantor”, in relation to any part of the Servient Land,—

(a) Means the owner of that part; but

(b) For so long as Her Majesty the Queen in right of New Zealand is the owner of that part, means Her Majesty acting through the Director-General of Conservation:

“Operating Easement Land” means the land described in Schedule 2:

“Permission” includes agreement, authority, consent, direction, licence, permit, and right:

“Right of Way” means the easement vested by clause 5:

“Right of Way Land” means the operating easement land and the land described in Schedule 6:

“Servient Land” means the land described in Schedules 2, 4, 6, and 8:

“Transmission Line”—

(a) Means conductor, coaxial cable, fibre-optic cable, or wire, used for the transmission of electricity, telecommunications impulses, signals, or waves, or both; and

(b) In relation to any Transmission Line, includes—

(i) Any alarm, casing, cross-arm, fixture, foundation, ground-stay, insulator, pole, supporting structure, tower, tube, tunnel, or other equipment or material used to enclose, secure, protect, support, or surround the line, or to protect people from harm caused by the line or its operation; and

(ii) Any capacitor, circuit-breaker, fuse, fuse-holder, tower-mounted transformer, meter, pole-mounted transformer, switch, voltage regulator, or other device or instrument used in association with the

line to facilitate the transmission of electricity or telecommunications impulses, signals, or waves through the line;—

and “the Transmission Lines” means all Transmission Lines of the Grantee over, on, or through the Transmission Line Easement Land in respect of which the Grantee is for the time being entitled to exercise the Grantee’s rights under the easement vested by clause 6:

“Transmission Line Easement Land” means the operating easement land and the land described in Schedule 8:

“Tunnel Easement Land” means the land described in Schedule 4:

“The vesting day” means 21 November 1997.

(2) This order has effect as if—

- (a) Every duty imposed by it on the Grantor or the Grantee is a covenant by the Grantor or the Grantee to perform the duty; and
- (b) Every right given by it to the Grantee in respect of the Grantor is a covenant by the Grantor to act in conformity with the right; and
- (c) Every right given by it to the Grantor in respect of the Grantee is a covenant by the Grantee to act in conformity with the right.

3. Easement to store water—On 21 November 1997, there vests in Mangahao Power Station Limited an easement in gross—

- (a) Conferring, subject to the conditions set out in Schedules 1 and 9,—
 - (i) The right to store water (in whatever quantities and at whatever times the Grantee thinks fit) on or about the operating easement land; and
 - (ii) The right to release (in whatever quantities and at whatever times the Grantee thinks fit) water stored on or about the Operating Easement Land; and
 - (iii) The right to maintain the Operating Easement Land for the purpose of storing and releasing water; and
 - (iv) The other rights over and in relation to the Operating Easement Land described in Schedule 1; and
- (b) Containing the covenants, on the part of the Grantor and the Grantee to be observed and performed, set out in Schedules 1 and 9.

4. Easement to convey and drain water—On 21 November 1997, there vests in Mangahao Power Station Limited an easement in gross—

- (a) Conferring, subject to the conditions set out in Schedules 3 and 9,—
 - (i) The right to convey and drain water (in whatever quantities and at whatever times the Grantee thinks fit) along, over, through, and under the Tunnel Easement Land; and
 - (ii) The right to maintain the Tunnel Easement Land for the purpose of conveying and draining water; and
 - (iii) The other rights over and in relation to the Tunnel Easement Land described in Schedule 3; and
- (b) Containing the covenants, on the part of the Grantor

and the Grantee to be observed and performed, set out in Schedules 3 and 9.

5. Right of way—On 21 November 1997, there vests in Mangahao Power Station Limited an easement in gross—

- (a) Conferring, subject to the conditions set out in Schedules 5 and 9,—
 - (i) The right at all times to go along, on, over, and through the Right of Way Land; and
 - (ii) The right to maintain the Right of Way Land so that the right referred to in subparagraph (i) can be exercised; and
 - (iii) The other rights over and in relation to the Right of Way Land described in Schedule 5; and
- (b) Containing the covenants, on the part of the Grantor and the Grantee to be observed and performed, set out in Schedules 5 and 9.

6. Easement to convey electricity and communications—On 21 November 1997, there vests in Mangahao Power Station Limited an easement in gross—

- (a) Conferring, subject to the conditions set out in Schedules 7 and 9,—
 - (i) The right to convey and transmit electricity and communications currents, impulses, signals, and waves, (in whatever quantities, of whatever characteristics, and at whatever times, the Grantee thinks fit) along, over, or under the Transmission Line Easement Land; and
 - (ii) The right to maintain the Transmission Line Easement Land so that the right referred to in subparagraph (i) can be exercised; and
 - (iii) The other rights over and in relation to the Transmission Line Easement Land described in Schedule 7; and
- (b) Containing the covenants, on the part of the Grantor and the Grantee to be observed and performed, set out in Schedules 7 and 9.

7. District Land Registrar to register vesting—The District Land Registrar of the land registration district in which the Servient Land is situated must register the vesting effected by this order.

8. Statutory obligations—No Grantee’s right authorises the Grantee—

- (a) To do any thing that is contrary to any enactment; or
- (b) To do without the required permission any thing that is contrary to any enactment unless permission has been obtained under the enactment; or
- (c) To do, with the required permission but otherwise than in accordance with any condition or requirement subject to which that permission was granted, any thing that is contrary to any enactment unless permission has been obtained under the enactment.

Schedules

Schedule 1

Easement to Store and Release Water

1. The water may be stored and retained on or about the Operating Easement Land up to the operating levels determined from time to time by the Grantee in its sole discretion for the Dams or Structures and in accordance with any resource consents or other statutory or regulatory consents or approvals held by the Grantee from time to time. In the event of unusually heavy rainfall or unusually

heavy inflow of water which impacts on the water levels on or about the Operating Easement Land or any other cause beyond the reasonable control of the Grantee then the Grantee may store and retain water on or about the Operating Easement Land up to the designed flood level of the Dams or Structures. If lawfully directed or requested so to do by a civil defence authority or if required in any other case beyond the reasonable control of the Grantee then the storage of water may be beyond the designed flood level.

2. Where the Operating Easement Land or any part of it forms the bed of a natural waterway the Grantee shall have the right to from time to time discharge water into that waterway in accordance with resource consents or other statutory or regulatory consents or approvals held by the Grantee from time to time. If lawfully directed or requested to do so by a civil defence authority or if required in any other case beyond the reasonable control of the Grantee then the discharge of water to that waterway or to the Operating Easement Land may be made beyond the levels authorised by such consents or approvals.

3. The Grantee may from time to time if it sees fit install and maintain booms and other floating equipment on any lake or reservoir on the Operating Easement Land used for the storage of water and shall have the right to anchor such equipment on the Operating Easement Land. The Grantee may if it sees fit from time to time install and maintain monitoring and measuring equipment and structures, safety devices and similar equipment on the Operating Easement Land. Except in the case of emergency, the installation of such devices and equipment shall not be undertaken without the Grantee first having obtained the consent of the Grantor. All booms, floating equipment, monitoring and measuring equipment, structures, safety devices and similar equipment existing at the vesting day shall be deemed to be installed with the Grantor's consent.

4. The Grantee may from time to time undertake works and/or carry out planting of vegetation on or about the Operating Easement Land with a view to limiting or minimising erosion, land subsidence, land slippage, landslides or flooding. The Grantee shall use reasonable endeavours when carrying out such works and plantings to so far as practicable carry out the same in keeping with the character of the Operating Easement Land and the Grantee shall use reasonable endeavours to reduce erosion, land subsidence, land slippage and landslides on the Operating Easement Land by available practical and economic means as determined by the Grantee in its reasonable opinion. Nothing in this clause shall be taken to restrict or hinder the Grantee from raising or lowering the level of the water situated from time to time on or about the Operating Easement Land during the course of carrying on from time to time the Grantee's electricity generation business. The Grantee may from time to time remove from any water on or about the Operating Easement Land or remove from any part of the Operating Easement Land and/or redistribute or relocate, whether on the Operating Easement Land or elsewhere, any sediment or other material or any vegetation which in the opinion of the Grantee is impeding or likely to impede the efficient generation of electricity by the Grantee or to cause danger, injury or damage to persons or property on or about the Operating Easement Land. In all such cases work carried out under this clause shall (except in the case of an emergency) first have the consent of the Grantor.

5. The Grantee may from time to time erect structures and do works on the Operating Easement Land for the purpose of the exercise of any of the Grantee's rights PROVIDED THAT this right shall not be exercised without the consent of the Grantor. All structures and works existing at the

vesting day shall be deemed to have been erected with the Grantor's consent.

6. The Grantee may from time to time deposit sediment or other material on or about the Operating Easement Land PROVIDED THAT where the appearance or use of the Operating Easement Land is or may be thereby adversely affected, as agreed by both parties in consultation with each other, the Grantee shall carry out reasonable landscaping of the affected area in a manner approved by the Grantor.

7. The Grantee may from time to time store goods and materials of all kinds on or about the Operating Easement Land PROVIDED THAT this right shall not be exercised without the consent of the Grantor and PROVIDED FURTHER THAT should permanent storage be required in the reasonable opinion of the Grantee then the Grantee shall purchase that part of the Operating Easement Land at the then current market value to be determined in the manner provided in clause 14 of Schedule 9. All goods and materials stored on or about the Operating Easement Land on the vesting day shall be deemed to have been stored with the Grantor's consent.

8. The Grantee shall at all times for the purpose of exercising any of the Grantee's rights have the right to operate upon any area of water on the Operating Easement Land, any vessel, plant or equipment and in connection therewith from time to time to establish and maintain jetties, wharves, landing places and slipways PROVIDED THAT no such jetties, wharves, land places and slipways shall be established after the vesting day without the consent of the Grantor. All jetties, wharves, land places and slipways existing on the vesting day shall be deemed to have been established with the Grantor's consent.

Schedule 2

Land Subject to Easement to Store and Release Water, Right of Way and Easement to Convey Electricity and Communications

Description	Shown Marked	Plan
Pt Section 3 Blk IV Waiopahu SD Gazette 1997 p 1788†	AR	SO 37758
Pt Section 3 Blk IV Waiopahu SD Gazette 1967 p 1551*	AS	SO 37758
Pt Mangahao River Bed Gazette 1997 p 1787†	AT	SO 37758
Pt Manawatu-Kukutauaki 2E Gazette 1967 p 1551*	AU	SO 37758
Pt Mangahao River Bed Gazette 1997 p 1787*	AV	SO 37758
Pt Section 4 Blk IV Waiopahu SD Gazette 1967 p 1551*	AW	SO 37758
Pt Section 4 Blk IV Waiopahu SD Gazette 1967 p 1551*	BI	SO 37758
Pt Section 4 Blk IV Waiopahu SD Gazette 1967 p 1551*	BJ	SO 37758
Pt Section 10 Blk XVI Mt Robinson SD Gazette 1997 p 1788†	AD	SO 37757
Pt Section 12 Blk XI Arawaru SD Gazette 1997 p 1787†	AG	SO 37757
Pt Mangahao River Bed Gazette 1997 p 1787†	AH	SO 37757
Pt Section 1 Blk IV Waiopahu SD Gazette 1997 p 1788†	AI	SO 37757
Pt Section 1 Blk IV Waiopahu SD Gazette 1982 p 2005 GN 469092.1	AJ	SO 37757

Description	Shown Marked	Plan
Pt Section 2 Blk IV Waiopahu SD Gazette 1982 p 2005 GN 469092.1	AK	SO 37757
Pt Section 2 Blk IV Waiopahu SD Gazette 1997 p 1788†	AL	SO 37757
Pt Manawatu-Kukutauaki 2E Gazette 1967 p 1551*	AM	SO 37757
Pt Manawatu-Kukutauaki 2E Gazette 1967 p 1551*	AN	SO 37757
Pt Manawatu-Kukutauaki 2E Gazette 1967 p 1551*	AO	SO 37757
Pt Manawatu-Kukutauaki 2E Gazette 1967 p 1551*	AP	SO 37757
Pt Section 3 Blk IV Waiopahu SD Gazette 1997 p 1788†	AQ	SO 37757
Pt Mangahao River Bed Gazette 1997 p 1787†	AX	SO 37757
Pt Section 12 Blk XI Arawaru SD Gazette 1997 p 1787†	AF	SO 37752
Pt Section 10 Blk XVI Mt Robinson SD Gazette 1997 p 1788†	D	SO 37754
Pt Section 10 Blk XVI Mt Robinson SD Gazette 1997 p 1788†	E	SO 37754
Pt Tokomaru River Bed Gazette 1997 p 1787†	F	SO 37754
Pt Manawatu-Kukutauaki 2D Gazette 1997 p 1787†	G	SO 37754
Pt Section 10 Blk XVI Mt Robinson SD Gazette 1982 p 2005 GN 469092.1	H	SO 37754
Pt Section 10 Blk XVI Mt Robinson SD Gazette 1982 p 2005 GN 469092.1	L	SO 37754
Pt Tokomaru River Bed Gazette 1997 p 1787†	M	SO 37754
Pt Section 10 Blk XVI Mt Robinson SD Gazette 1982 p 2005 GN 469092.1	N	SO 37754
Pt Section 10 Blk XVI Mt Robinson SD Gazette 1997 p 1788†	A	SO 37753
Pt Tokomaru River Bed Gazette 1997 p 1787†	B	SO 37753
Pt Manawatu-Kukutauaki 2D Gazette 1997 p 1787†	C	SO 37753

*This Gazette notice is registered in the Land Transfer Office in Wellington under number GN B612069.2.

†This Gazette notice is registered in the Land Transfer Office in Wellington under number GN B612069.4.

Schedule 3

Easement to Convey and Drain Water

1. The Grantee shall have the right to construct and use the tunnels through the Tunnel Easement Land to convey and drain water for all purposes required for or associated with electricity generation.

2. The Grantee shall have the right to survey, inspect and maintain and to carry out any repairs or replace all or part of the improvements or to support, anchor and maintain the tunnels and any other permanent structures or improvements including without limitation any pipelines, gates, booms, surge chambers, ventilation and inspection shafts, intake and outlet structures, bypass tunnels, power reticulation and communication lines and tail races through the Tunnel Easement Land and for the purpose of this grant

the right to pass through the tunnels in the Tunnel Easement Land with any tools, equipment, machinery and vehicles as are necessary.

3. The Grantee shall have the right from time to time and at all times to construct, operate, renew, upgrade, change the size of, lay, move, remove and replace any tunnels and any other permanent structures or improvements on or in the Tunnel Easement Land including without limitation pipelines, gates, booms, surge chambers, ventilation and inspection shafts, intake and outlet structures, bypass tunnels, power reticulation and communication lines and tail races.

4. The Grantee shall take all reasonably practicable steps to prevent the public gaining access to the tunnels and shall erect appropriate security fencing, signage and notices preventing (where appropriate) and otherwise alerting the public from gaining unauthorised entry to the Tunnel Easement Land.

5. The Grantee shall maintain a management plan for its operation of the tunnels which plan may incorporate general operational, engineering and health and safety requirements, the Grantee's operational instructions and any recommendations arising out of any Safety Evaluation of Existing Dams reports that may be adopted from time to time by the Grantee.

6. Should the activities of the Grantee cause or bring about the cause of any substantial damage to the Tunnel Easement Land the Grantee shall immediately notify the Grantor and otherwise take all reasonably practicable steps to prevent or avoid any escalation of damage and, if in the reasonable opinion of the Grantee the damage is capable of remedy and it is economic to do so, the Grantee shall use reasonable endeavours to remedy any such damage so caused.

7. The Grantor acknowledges that the tunnels and all improvements shall remain the property of the Grantee.

8. The Grantor agrees not to obstruct or interfere with the carrying on of the lawful business of the Grantee to the intent that the Grantee shall have absolute right to use the tunnels and have quiet enjoyment of them subject only to the reservations set out in this Schedule.

9. The Grantor shall use its best endeavours to ensure that no substantial damage or interference is caused to the tunnels or any other improvements of the Grantee.

10. Where the Grantee wishes to cease its business operation through destruction or for any other reason whatsoever it shall give the Grantor at least 6 months' prior written notice on expiry of such notice the rights, obligations and liability of the Grantee shall cease and determine except to the extent of any antecedent breach or failure to satisfy the requirements of clause 11 of this Schedule.

11. Upon the cessation or surrender of those of the Grantee's rights conferred by this schedule and clause 4 of this order the Grantee shall have an obligation within a period of 6 months from the date of the cessation or surrender to concrete plug the tunnels to an appropriate health and safety standard to prevent any persons gaining access to sealed areas unless that Grantor directs that the tunnels are to remain open and to remove any improvements on the land above the Tunnel Easement Land but not in or adjoining any tail race, water course, river or stream and otherwise restoring the surface of the Tunnel Easement Land to near as practicable to its original condition and disconnecting any power sources in a competent and proper manner.

Schedule 4**Land Subject to Easement to Convey and Drain Water**

Description	Shown Marked	Plan
Pt Section 11 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1787*	Q	SO 37752
Pt Manawatu-Kukutauaki 2E <i>Gazette</i> 1997 p 1787*	R	SO 37752
Pt Section 12 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1787*	AY	SO 37752
Pt Section 10 Blk XVI Mt Robinson SD <i>Gazette</i> 1997 p 1788*	E	SO 37754
Pt Manawatu-Kukutauaki 2D Doc B525839.1	BA	SO 37759
Pt Section 10 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1934	BB	SO 37759
Pt Manawatu-Kukutauaki 2D Doc B525839.1	BC	SO 37759
Pt Tokomaru River Bed	BD	SO 37759
Pt Section 10 Blk XVI Mt Robinson SD <i>Gazette</i> 1982 p 2005 GN 469092.1	BE	SO 37759
Pt Section 10 Blk XVI Mt Robinson SD <i>Gazette</i> 1982 p 2005 GN 469092.1	BF	SO 37759
Pt Section 10 Blk XVI Mt Robinson SD <i>Gazette</i> 1982 p 2005 GN 469092.1	BG	SO 37759
Pt Section 10 Blk XVI Mt Robinson SD <i>Gazette</i> 1982 p 2005 GN 469092.1	BH	SO 37759
Pt Section 13 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1934 GN B612069.3	O	SO 37759
Pt Section 11 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1787*	P	SO 37759

*This *Gazette* notice is registered in the Land Transfer Office in Wellington under number B612069.4.

Schedule 5**Right of Way**

1. The Grantee shall have free and unfettered access over and along the Right of Way in common with the Grantor and third parties without obstruction or any restriction whatsoever with or without implements, tools, equipment and materials of any kind and with or without vehicles including heavy machinery if required from time to time for all purposes necessary or convenient to the exercise by the Grantee of the Grantee's rights.

2. The Grantee shall have the right to construct on the Right of Way all such roads, tracks, access ways, fences, gates and other works limited to the extent deemed necessary by the Grantee for the exercise of the Grantee's rights and causing the minimum of disturbance to the Grantor, its land, forestry and other property in doing so and provided that any roads, tracks, access ways, fences, gates and other works constructed on the Right of Way are to be constructed in a proper workmanlike manner to the Grantee's own standards. The Grantee shall use its best endeavours to notify the Grantor if it anticipates any major disturbance is to be caused to the Grantor, its land, forestry or other property.

3. The Grantee shall have the right to maintain any access ways only to a standard required for access by four wheel drive vehicles and to maintain any fences, gates, bridges and other structures constructed by the Grantee on the Right of Way to its own standards.

4. The Grantee shall have the right to keep the Right of Way cleared of any buildings, structures, fences and vegetation (including those which overhang the Right of Way) which impede vehicular access on the Right of Way by the Grantee.

Schedule 6**Further Land Subject to Right of Way**

Description	Shown Marked	Plan
Pt Section 11 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1787*	Q	SO 37752
Pt Manawatu-Kukutauaki 2E <i>Gazette</i> 1997 p 1787*	R	SO 37752
Pt Manawatu-Kukutauaki 2E <i>Gazette</i> 1997 p 1787*	X	SO 37752
Pt Section 12 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1787*	Y	SO 37752
Pt Section 11 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1787*	AA	SO 37752
Pt Section 12 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1787*	AY	SO 37752
Pt Section 10 Blk XVI Mt Robinson SD <i>Gazette</i> 1982 p 2005 GN 469092.1	K	SO 37754
Pt Section 10 Blk XVI Mt Robinson SD <i>Gazette</i> 1997 p 1788*	I	SO 37755
Pt Section 10 Blk XVI Mt Robinson SD <i>Gazette</i> 1982 p 2005 GN 469092.1	J	SO 37755
Pt Section 13 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1934 GN B612069.3	S	SO 37756
Pt Section 11 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1787*	T	SO 37756
Pt Section 13 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1934 GN B612069.3	U	SO 37756
Pt Manawatu-Kukutauaki 2E <i>Gazette</i> 1997 p 1787*	V	SO 37756
Pt Section 12 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1787*	W	SO 37756
Pt Section 12 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1787*	AE	SO 37756
Pt Section 12 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1787*	Z	SO 37756
Pt Section 11 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1787*	AB	SO 37756
Pt Manawatu-Kukutauaki 2D <i>Gazette</i> 1997 p 1787*	BK	SO 37756
Pt Manawatu-Kukutauaki 2E <i>Gazette</i> 1997 p 1787*	AC	SO 37757
Pt Section 13 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1934 GN B612069.3	A	SO 37799
Pt Section 11 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1787*	B	SO 37799

*This *Gazette* notice is registered in the Land Transfer Office in Wellington under number B612069.4.

Schedule 7**Easement to Convey Electricity and Communications**

1. The Grantee shall have the right from time to time and at all times to:

- (i) maintain, repair, operate, use, renew, inspect, upgrade, construct, change the size and capacity of, remove and replace;

(ii) survey and investigate in respect of:

any Transmission Lines or part of a Transmission Line over or under the Transmission Line Easement Land.

2. The Grantee shall have the right to convey, send and transmit electricity and communications and all associated signals, waves or impulses over, in, across and through the Transmission Lines.

3. The Grantee shall have the right to allow the transmission lines to hang freely over the Transmission Line Easement Land.

4. The Grantee shall have the right to free and unfettered access over and through the Transmission Line Easement Land for the purpose of carrying on its electricity generation business from time to time and shall at all times have the right of access to and from any part of the Transmission Line Easement Land over the Servient Land and any other land of the Grantor's for the purpose of exercising any of the Grantee's rights at any time and with or without any vehicles, machinery or equipment, tools, cables, and materials of any kind. This right includes the right to construct on the Transmission Line Easement Land all such roads, tracks, access ways, fences, gates and other works limited to the extent deemed necessary by the Grantee for the exercise of the Grantee's rights and causing the minimum of disturbance to the Grantor, its land, forestry and other property in doing so and provided that any roads, tracks, access ways, fences, gates and other works constructed on the Transmission Line Easement Land are to be constructed using materials of a quality suitable for their purpose and are to be constructed in a proper workmanlike manner to the Grantee's own standards. The Grantee shall use its best endeavours to notify the Grantor if any major disturbance is to be caused to the Grantor, its land, forestry or other property.

5. The Grantee shall have the right to keep the Transmission Line Easement Land cleared of any structures, fences or vegetation (including those which overhang the Transmission Line Easement Land) by any means which the Grantee may consider necessary in the following circumstances and provided prior notice is given to the Grantor where reasonably practical:

- (i) Where such structures, fences or vegetation breach any statutory or regulatory requirements or standards, or codes of practice, or otherwise breach generally accepted engineering standards as to the minimum clearances from the Transmission Lines.
- (ii) Where such structures, fences or vegetation impede the Grantee's access over the Transmission Line Easement Land.
- (iii) Where such structures, fences or vegetation are, or are likely to be, in the opinion of the Grantee a danger or hazard to the safety or operation of the Transmission Lines, including the air space above, under and beside the Transmission Line Easement Land.

6.1 The Grantee may consent to certain of the Grantor's structures, fences or vegetation which exist on the Transmission Line Easement Land on the vesting day remaining, or may consent to the construction of certain structures or fences or planting of certain vegetation by the Grantor, however, should any of the circumstances specified in clause 5 (i), (ii) or (iii) subsequently be found to exist, the Grantee may revoke such consent. If such consent is revoked the costs of removal of any structures, fences or vegetation shall be borne by the Grantee.

6.2 The Grantee shall be responsible for the removal of any

structures, fences or vegetation existing on or overhanging the Transmission Line Easement Land on the vesting day in respect of which no consent in writing has been sought or obtained by the Grantor pursuant to clause 6.1 of this Schedule.

6.3 The Grantee may remove, at the cost and expense of the Grantor, any structures, fences or vegetation built or cultivated on or overhanging the Transmission Line Easement Land after the vesting day in respect of which no consent in writing has been sought or obtained by the Grantor pursuant to clause 6.1 of this Schedule.

7. The Grantee shall have the right by whatever means or methods as the Grantee considers necessary to level and grade any stock-piled soil, sand, gravel or other substance or any materials, walls or other earth works that may exist on the Transmission Line Easement Land in order to ensure that the clearance above the ground level of the Transmission Lines is maintained greater than any minimum clearance height that may from time to time be prescribed by statute, regulations, code of practice or otherwise.

8. The Grantor acknowledges that the Transmission Lines and all improvements shall remain the property of the Grantee.

9. The Grantor shall not at any time do permit or suffer to be done any act whereby the rights powers licences and liberties granted to the Grantee may be interfered with or affected in any way and in particular the Grantor shall not without the consent in writing of the Grantee:

- (a) Burn off crops trees or undergrowth on the Transmission Line Easement Land.
- (b) Operate or permit to be operated any large machinery or equipment such as cranes, drilling rigs, pile drivers or excavators within the Transmission Line Easement Land.

9.1 The consent of the Grantee pursuant to clause 9 of this Schedule shall not be unreasonably withheld, but may be given subject to the power to revoke with appropriate compensation if it is revoked.

10. The Grantor shall use its best endeavours to ensure that no substantial damage is caused to the access roads or any other improvements of the Grantee.

11. The Grantor shall not obstruct or interfere with the carrying on of the normal business operations of the Grantee to the intent that the Grantee shall have absolute right to use the Transmission Line Easement Land and have quiet enjoyment thereof subject only to the reservations set out in this order, and in particular the Grantor shall do all acts and things as are reasonably necessary to eliminate or minimise any impact or danger to any part of the Transmission Line Easement Land or any person on that Transmission Line Easement Land.

Schedule 8

Further Land Subject to Easement to Convey Electricity and Communications

Description	Shown Marked	Plan
Pt Section 12 Blk XI Arawaru SD <i>Gazette 1997 p 1787*</i>	A	SO 37800
Pt Manawatu-Kukutauaki <i>Gazette 1997 p 1787*</i>	B	SO 37800
Pt Section 11 Blk XI Arawaru SD <i>Gazette 1997 p 1787*</i>	C	SO 37800
Pt Section 11 Blk XI Arawaru SD <i>Gazette 1997 p 1787*</i>	D	SO 37800

Description	Shown Marked	Plan
Pt Section 13 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1934 GN B612069.3	E	SO 37800
Pt Section 13 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1934 GN B612069.3	F	SO 37800
Pt Section 13 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1934 GN B612069.3	G	SO 37800
Pt Section 13 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1934 GN B612069.3	H	SO 37800
Pt Section 13 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1934 GN B612069.3	I	SO 37800
Pt Section 13 Blk XI Arawaru SD <i>Gazette</i> 1997 p 1934 GN B612069.3	J	SO 37800
Pt Section 10 Blk XVI Mt Robinson SD <i>Gazette</i> 1982 p 2005 GN 469092.1	K	SO 37800
Pt Section 10 Blk XVI Mt Robinson SD <i>Gazette</i> 1982 p 2005 GN 469092.1	L	SO 37800
Pt Section 10 Blk XVI Mt Robinson SD <i>Gazette</i> 1982 p 2005 GN 469092.1	M	SO 37800
Pt Section 10 Blk XVI Mt Robinson SD <i>Gazette</i> 1982 p 2005 GN 469092.1	N	SO 37800
Pt Section 10 Blk XVI Mt Robinson SD <i>Gazette</i> 1982 p 2005 GN 469092.1	O	SO 37800
Pt Section 10 Blk XVI Mt Robinson SD <i>Gazette</i> 1982 p 2005 GN 469092.1	P	SO 37800
Pt Section 10 Blk XVI Mt Robinson SD <i>Gazette</i> 1982 p 2005 GN 469092.1	Q	SO 37800
Pt Section 10 Blk XVI Mt Robinson SD <i>Gazette</i> 1982 p 2005 GN 469092.1	R	SO 37800
Pt Section 10 Blk XVI Mt Robinson SD <i>Gazette</i> 1982 p 2005 GN 469092.1	S	SO 37800
Pt Section 10 Blk XVI Mt Robinson SD <i>Gazette</i> 1982 p 2005 GN 469092.1	T	SO 37800
Pt Section 10 Blk XVI Mt Robinson SD <i>Gazette</i> 1982 p 2005 GN 469092.1	U	SO 37800

*This *Gazette* notice is registered in the Land Transfer Office in Wellington under number B612069.4.

Schedule 9

Provisions Relating to All Servient Land

1. The Grantee may from time to time if it considers that there is an emergency situation involving public safety or the security of electricity generation temporarily exclude entry by any persons to all or any parts of the Servient Land. In cases where there is no emergency the Grantee may also with the Grantor's prior approval temporarily or permanently and/or from time to time exclude persons from all or any parts of the Servient Land. Where entry is excluded the Grantor will not authorise or permit entry thereon except after giving notice to the Grantee and for the purpose of inspecting the condition of the Servient Land or doing any act required to be done by it under this order.

Where permanent exclusion is warranted in the reasonable opinion of the Grantee then the Grantee shall with the prior approval of the Grantor purchase the Servient Land or part or parts thereof at the then current market value to be determined in the manner provided in clause 14 of this Schedule.

2. The Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Servient Land including without limitation the right to erect signs and notices warning of any danger.

3. The Grantee shall have the right from time to time to do all such acts and things as are reasonably necessary for the better enjoyment of the Grantee's rights of Grant of Easement or consequential thereto.

4. In all cases where the consent or approval of the Grantor is required under this order such consent or approval shall be deemed granted for the day-to-day or other activities of the Grantee properly and reasonably required for the carrying on of its electricity generation business from time to time and in the event that the consent or approval is not deemed granted, such consent or approval shall not be unreasonably withheld or granted upon unreasonable conditions, or granted subject to the payment of money or other consideration.

5. The Grantee shall be entitled from time to time to apply for any resource consents and any other statutory consents required for the purpose of the exercise of any of the Grantee's rights in the same manner as if it were the registered proprietor of the Servient Land PROVIDED THAT it shall at the time of making the relevant application forward a copy to the Grantor.

6. All structures, plant and equipment made or installed by the Grantee on the Servient Land shall remain the property of the Grantee and may at any time be removed by it PROVIDED THAT any substantial damage caused by such removal shall immediately be remedied by the Grantee at its cost.

7. The Grantee shall use all reasonable endeavours to cause as little disturbance and disruption to the carrying on of the normal business operations of the Grantor although the Grantor accepts that this provision shall not prevent, restrict or hinder the Grantee from carrying out its business in a normal manner consistent with the Grantee's rights.

8. The Grantee shall not be required to fence any of the Servient Land unless it is required as a condition of the Grantor's consent when granting any consent hereunder where that condition would be reasonable.

9. All improvements connected with the Grantee's rights shall remain in the ownership of the Grantee until they are removed by the Grantee or upon the cessation or surrender of the Grantee's rights, whereupon ownership shall vest and pass to the Grantor except where such improvements are in the process of being removed by the Grantee at the time of the cessation or surrender. The Grantee shall not be entitled to any compensation or damages for any improvements to the Servient Land effected by it.

10. The Grantor undertakes to give the Grantee not less than 6 months notice of any intention to sell, transfer or otherwise dispose of any part of the Servient Land or carrying out or permitting any development or change of use thereof and shall (before, or contemporaneously with, agreeing any contract or agreement for any such sale, transfer or other disposal with a third party) procure that that third party enter into a deed of covenant pursuant to clause 11 of this Schedule.

11.1 The Grantor agrees to procure a deed of covenant (in

such form as the Grantee may reasonably require) from any contemplated successor in title to any or all of the Servient Land that that successor in title will be bound by the terms of the easements vested by this order.

11.2 Until such time as any successor in title to the Servient Land executes a deed of covenant in accordance with clause 11.1, such successor in title shall be deemed to be bound by the terms of the easements vested by this order.

12. The Grantor shall, whenever called upon by the Grantee and at the cost of the Grantee, execute such further deeds and assurances such as registerable Easements and/or Encumbrances at a nominal rent charge in perpetuity and arrange for any titles to be produced if required by the Grantee as may be necessary to give full and proper effect to the Grantee's rights and to enable those rights to be registered against any gazette notice or title which issues in respect of the Servient Land.

13. The Grantee shall be entitled at any time to surrender at its own cost all or any of the Grantee's rights. The Grantor shall execute any deed of surrender upon request by the Grantee pursuant to clause 12 above.

14. For the purposes of clause 7 of Schedule 1 and clause 1 of this Schedule the current market value of the relevant land shall be determined by a registered valuer appointed by each party and if they cannot agree to be determined by an umpire to be appointed by those valuers prior to their entering into the determination of the matter.

15. The Grantee shall be entitled to transfer or assign the Grantee's rights as to the whole or any parts of the Servient Land. In any such case upon the assignee or transferee becoming liable under the easements vested by this order (or any of them) or notifying the Grantor that it has assumed the relevant obligations of the Grantee under the easements concerned the provisions of the easements concerned shall cease to be binding upon the assignor or transferor in respect of the relevant parts of the Servient Land (or if applicable, the whole of the Servient Land) but without prejudice to the assignor's or transferor's liability for any antecedent breach of covenant under those easements.

16.1 In the event of any dispute arising between the parties in respect of or in connection with the easements vested by this order, the parties shall, without prejudice to any other right or entitlement they may have under this Agreement 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).

16.2 In the event the dispute is not resolved within 28 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.

17.1 All notices and communications under this order or the easements vested by it shall be delivered personally, sent by prepaid post or by facsimile to the following addresses:

Grantor:

Conservator, Wellington Conservancy, Department of Conservation, Bowen State Building, P.O. Box 5086, WELLINGTON (Telephone: 04 472-5821; Fax: 04 499-0077):

Grantee:

The Property Manager, Electricity Corporation of New Zealand Limited, Rutherford House, 23 Lambton Quay, P.O. Box 930, WELLINGTON (Telephone: 04 472-3550; Fax: 04 499-1244)

or to such other address as either party shall notify to the other. Delivery shall be deemed to have occurred when delivered personally or sent by registered mail or facsimile.

17.2 All consents approvals or other matters of whatsoever kind or nature to be given or received by the Grantor shall be given or received by the Conservator of the Wellington Conservancy, Department of Conservation and shall be given or received by the Grantor on behalf of the Grantor and shall be binding and effectual upon the Grantor and the Grantee.

18. The Grantor shall not at any time do permit or suffer to be done any act whereby the rights powers licences and liberties granted to the Grantee may be interfered with or affected in any way.

Marie Shroff

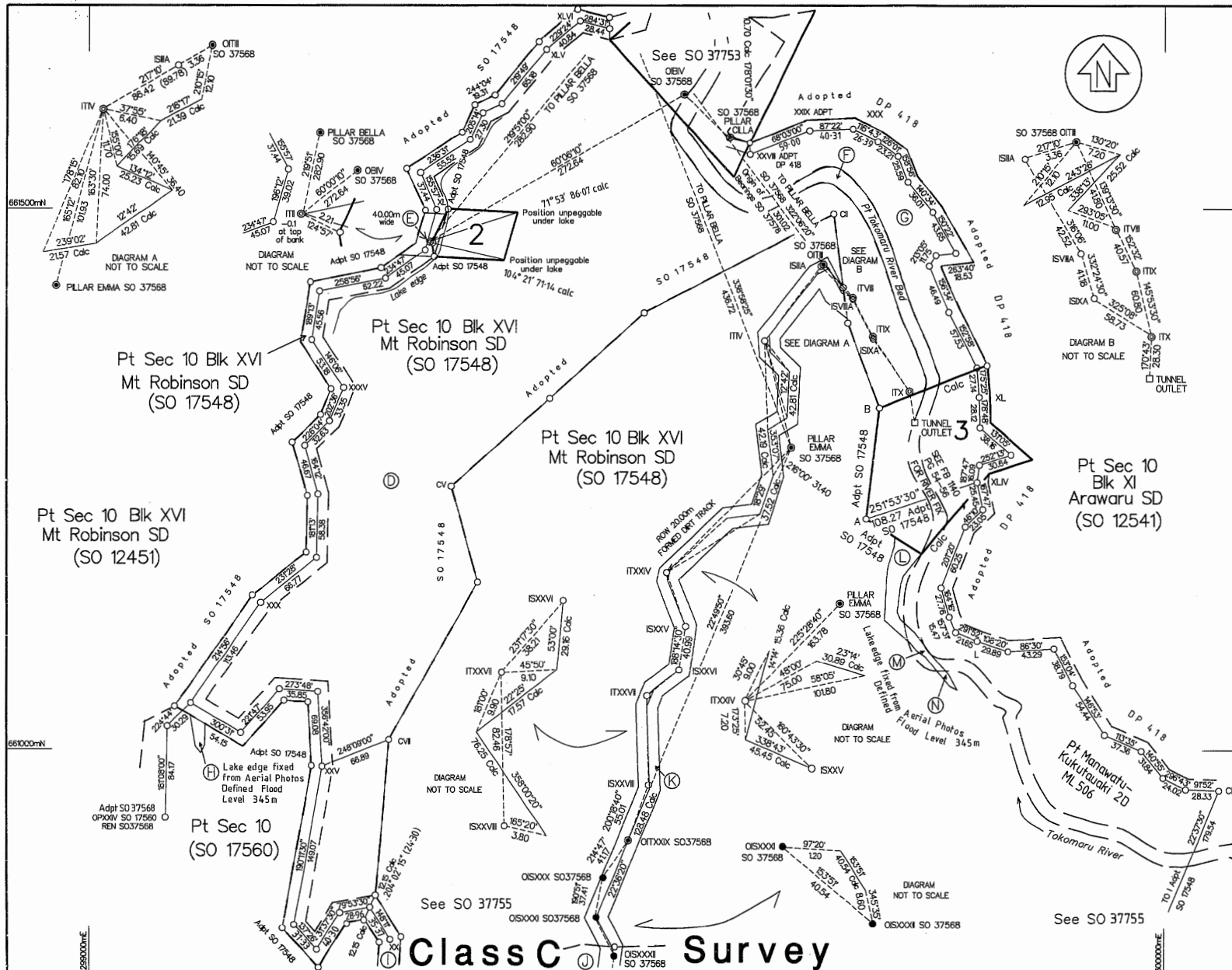
Clerk of the Executive Council.

Explanatory Note

This note is not part of the order, but is intended to indicate its general effect.

This order vests easements over certain land of the Crown in Mangahao Power Station Limited, a subsidiary of a State enterprise. The vesting takes effect on 21 November 1997.

g08375



Approvals		
Table of Coordinates		
MARK	mN	mE
OIBIV SO 37568 Origin SO 37568 TB 546 p 228	661 605.32	299 552.71
OITIII SO 37568 TB 546 p 227	661 449.07	299 682.53
OITXXIX SO 37568 TB 546 p 228	660 916.22	299 501.60

For Origin of Bearings see SO 37753.

NOTES:

- This plan is to be read in conjunction with SO 37752 to SO 37753 and SO 37755 to SO 37759
- There is no occupation on the boundaries unless otherwise shown.
- The sides of the Lake were fixed by photogrammetric methods to class C standards from photos SN 5309 D/13-14, flown on the 10th January 1981.
- Occupational ties to center of track.
- Origin of Level is Bench Mark 3/1 RL 345.84 on Tokomaru #3 Dam.
- Level is in terms of the Moturiki Datum.

DATUM: GEODETIC 1949
CIRCUIT: WANGANUI
ORIGIN: MT STEWART 700,000mN
300,000mE

Total Area

Comprised in

1. ALAN LINDSAY ROSS BARWICK
Registered Surveyor and holder of an annual practising certificate (or who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986) hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

Dated at Wellington this 14th day of February 1997. Signed *Alan Lindsay Ross Barwick*

Field Book 5850 p 11-40 Traverse Book 562 p 65-83
Reference Plans SO's 12541, 17548, 17560

Examined *W. Hobbs* Correct

Approved as to Survey
30.6.97 *Deputy Chief Surveyor*

Deposited this day of 19.....

..... District Land Registrar

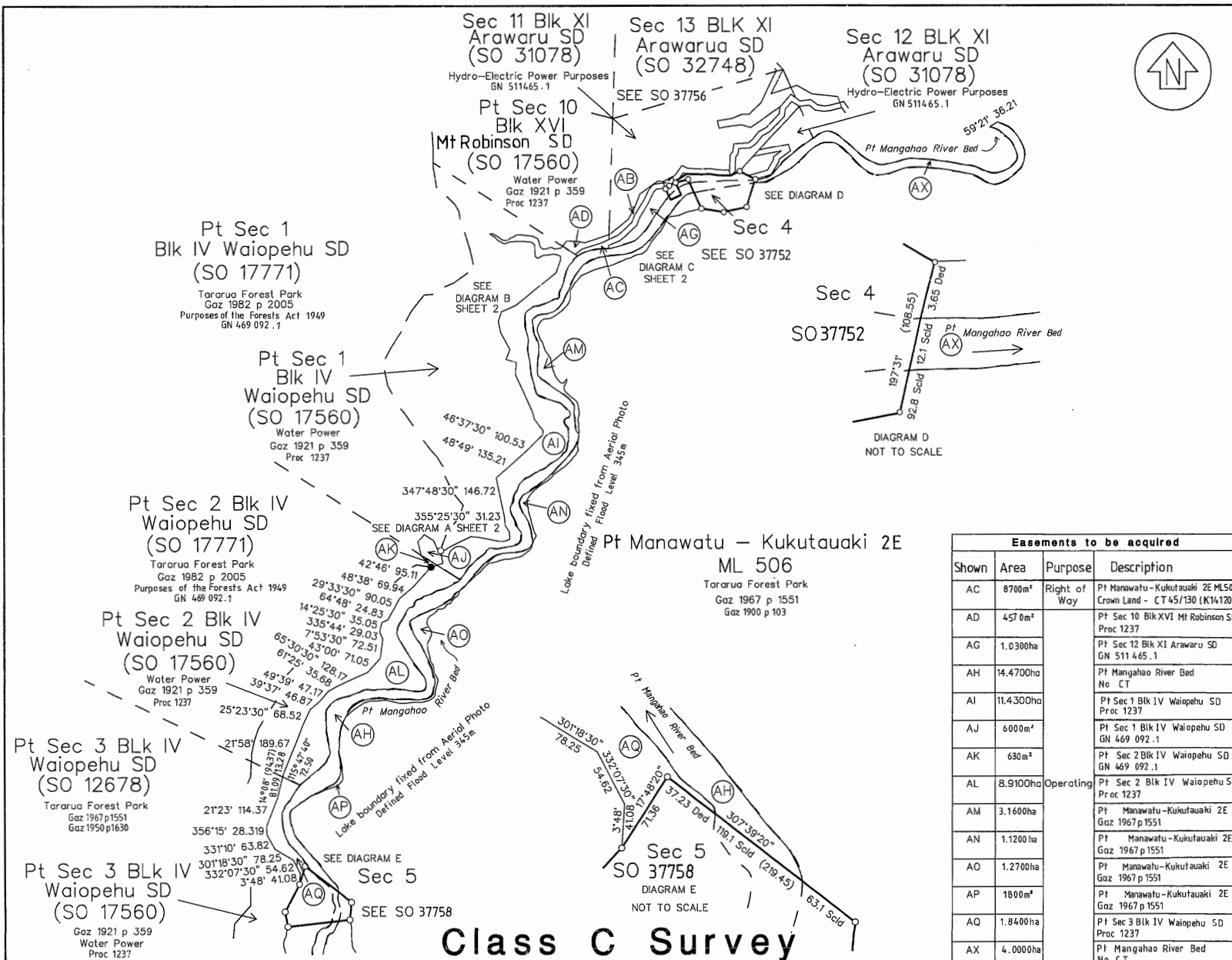
File 8225-05
Received 14.3.97
Instructions: 100753-SM

SO37754

LAND DISTRICT: WELLINGTON
Survey Block & District: XVI Mt Robinson,
XI Arawaru
NZMS 261 Sheet S25 Record Map No. 7.1

**Sections 2 and 3 SO 37754
and Easements to be Acquired**

TERRITORIAL AUTHORITY: Horowhenua District
Surveyed by Terralink NZ Limited
Scale 1: 2500 Date Feb 1997



Approvals
Alfred Ross Barwick
 Property Officer, ESUR
 REGIONAL CONSERVATOR
 DEPARTMENT OF CONSERVATION
 WELLINGTON CONSERVANCY
 pursuant to a delegated authority
 Approved as to layout

I hereby certify that the position of the Mangahao River has not significantly changed since the date of the last survey.

Alfred Ross Barwick
 Registered Surveyor

Pursuant to Sec 23 (4) State Owned Enterprise Act 1986 this plan is exempt from subdivisional requirements.

Levels are in terms of the Mofuriki Datum.

This plan is to be read in conjunction with SO 37752 to SO 37756 and SO 37758 to SO 37759

Easements to be acquired			
Shown	Area	Purpose	Description
AC	8700m ²	Right of Way	Pt Manawatu-Kukutauaki 2E ML506 Crown Land - CT 45/130 (K14/120)
AD	4570m ²		Pt Sec 10 Blk XVI Mt Robinson SD Proc 1237
AG	1.0300ha		Pt Sec 12 Blk XI Arawaru SD GN 511 465.1
AH	14.4700ha		Pt Mangahao River Bed No CT
AI	11.4300ha		Pt Sec 1 Blk IV Waiopahu SD Proc 1237
AJ	6000m ²		Pt Sec 1 Blk IV Waiopahu SD GN 469 092.1
AK	630m ²		Pt Sec 2 Blk IV Waiopahu SD GN 469 092.1
AL	8.9100ha	Operating	Pt Sec 2 Blk IV Waiopahu SD Proc 1237
AM	3.1600ha		Pt Manawatu-Kukutauaki 2E Gaz 1967 p 1551
AN	1.1200ha		Pt Manawatu-Kukutauaki 2E Gaz 1967 p 1551
AO	1.2700ha		Pt Manawatu-Kukutauaki 2E Gaz 1967 p 1551
AP	1800m ²		Pt Manawatu-Kukutauaki 2E Gaz 1967 p 1551
AQ	1.8400ha		Pt Sec 3 Blk IV Waiopahu SD Proc 1237
AX	4.0000ha		Pt Mangahao River Bed No CT

Total Area
 CT 45/130 (K14/120)
 Proc 1237
Comprised in
 GN 511 465.1
 GN 469 092.1
 Gaz 1967 p 1551

I, **ALAN LINDSAY ROSS BARWICK**
 Registered Surveyor and holder of an annual practising certificate (or who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986) hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

Dated at Wellington this 27th day of February 1997.

Field Book 5891 p 1-20 Traverse Book 562 p 65-83
 Reference Plans SO's 12541, 12678, 17560, 17771, 31078, 32748. ML 506

Examined *Robertson* Correct

Approved as to Survey

30.6.97 *Robertson* Deputy Chief Surveyor

Deposited this 19th day of February 1997

District Land Registrar

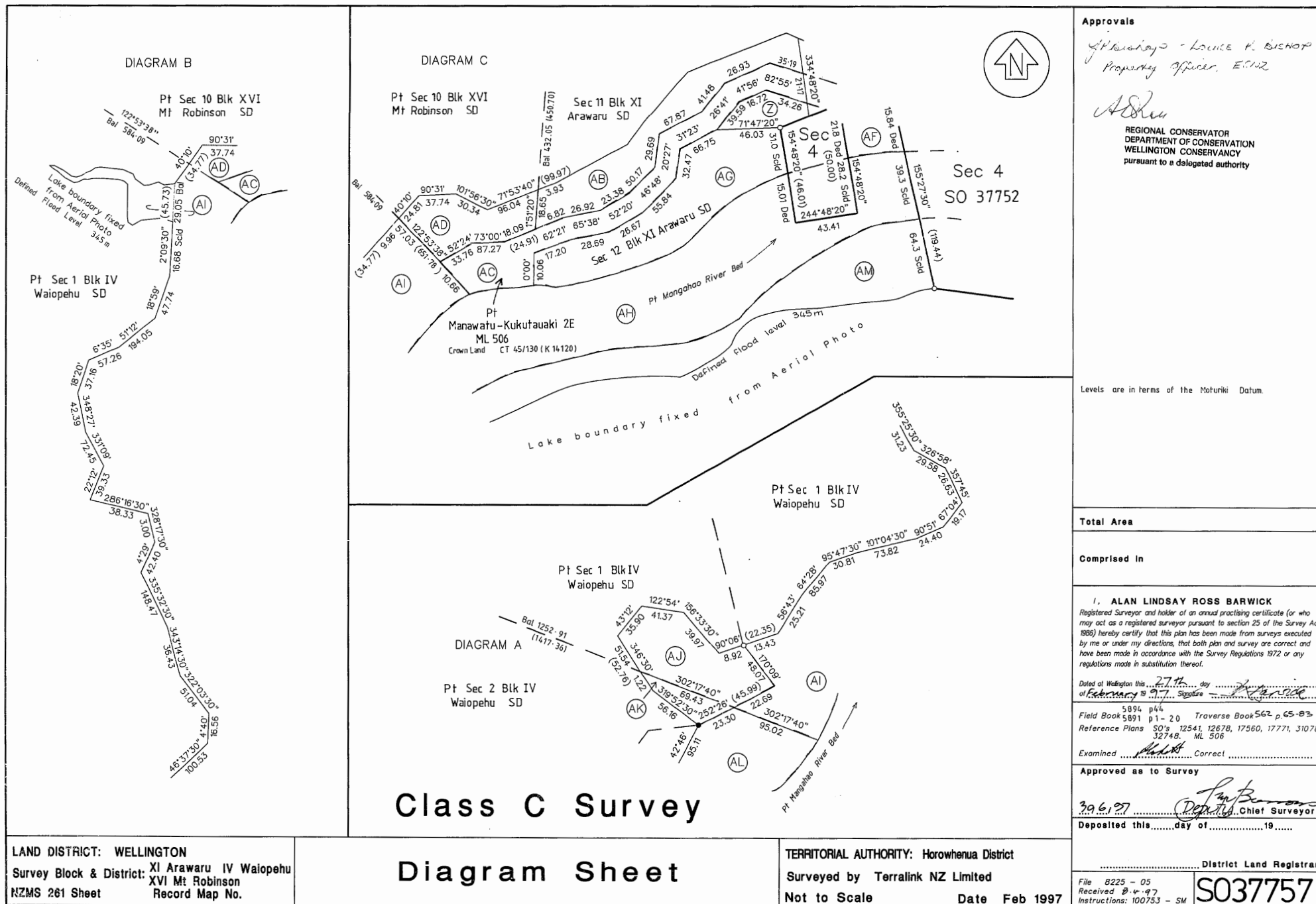
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 Received 8.4.97
 Instructions: 100753 - SM

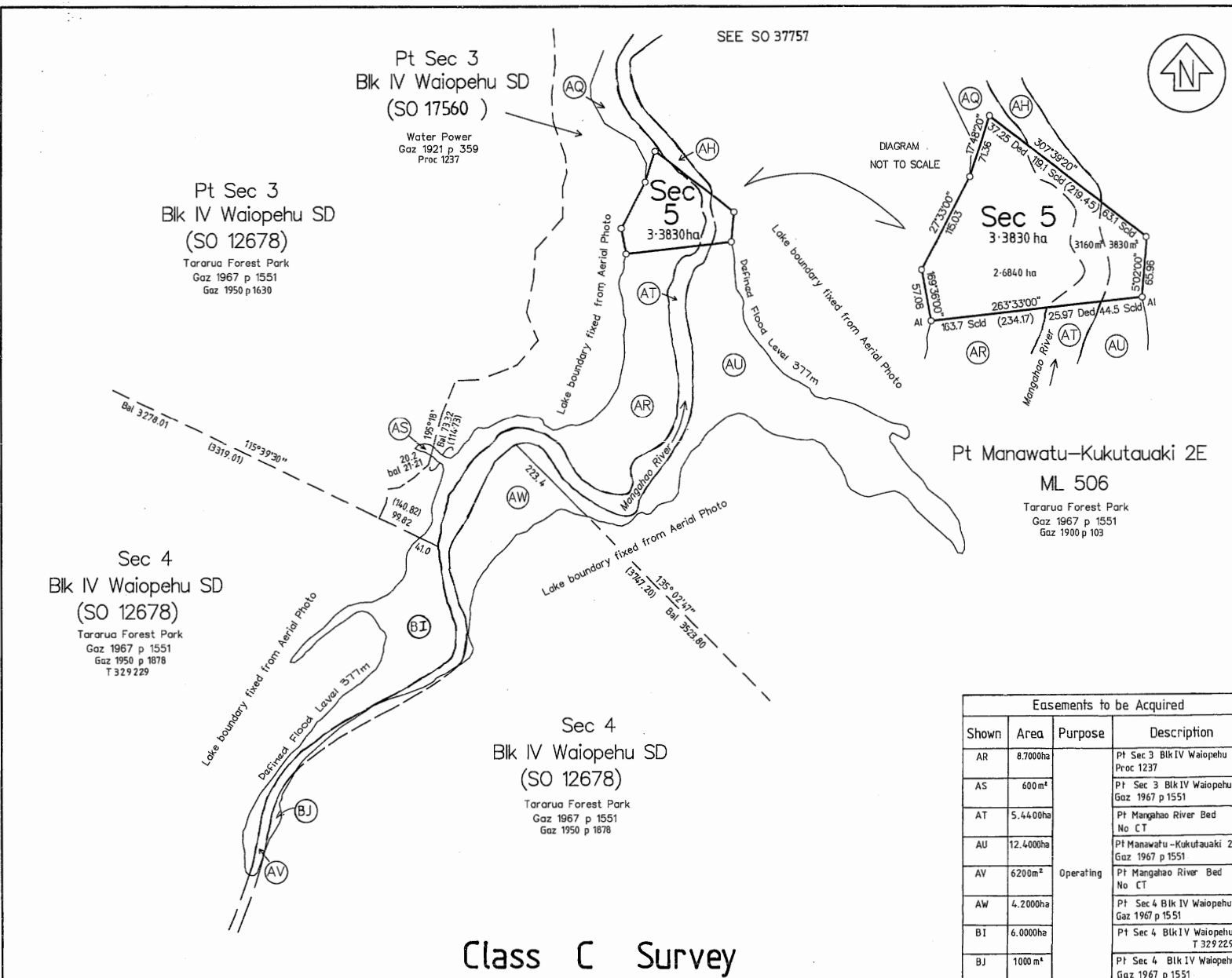
S037757

LAND DISTRICT: WELLINGTON
 Survey Block & District: XI Arawaru IV Waiopahu
 NZMS 261 Sheet XVI Mt Robinson
 Record Map No.

Easements to be Acquired

TERRITORIAL AUTHORITY: Horowhenua District
 Surveyed by Terralink NZ Limited
 Scale 1 : 10 000 Date Feb 1997





Approval
John Bishop - Louise R Bishop
 Property Officer, ECNZ
 REGIONAL CONSERVATION
 DEPARTMENT OF CONSERVATION
 WELLINGTON CONSERVANCY
 Approved as *John Bishop* a delegated authority

Section 5 SO 37758 formerly Pt Section 3 Blk IV Waiopahu SD,
 Pt Mangahao River Bed and Pt Manawatu-Kukutauaki 2E ML 506.
 Levels are in terms of the Moturiki Datum

I hereby certify that the position of the Mangahao
 River has not significantly changed since the date
 of the last survey.

John Bishop
 Registered Surveyor

Pursuant to Sec 23(4) State Owned Enterprises
 Act 1986 this plan is exempt from subdivisional
 requirements.

This plan is to be read in conjunction with SO 37752
 to SO 37757 and SO 37759

Land depicted on this plan is exempted from the
 provisions of Sec 24 Conservation Act 1987.
 Gaz 1997 p1855 (B612069-12)
John Bishop
 Deputy Chief Surveyor 16.2/1997

Total Area 3.3830 ha

Comprised in Proc 1237 (Pt) T 329229
 Gaz 1967 p1551 (Pt)

I, ALAN LINDSAY ROSS BARWICK
 Registered Surveyor and holder of an annual practicing certificate (or who
 may act as a registered surveyor pursuant to section 25 of the Survey Act
 1986) hereby certify that this plan has been made from surveys executed
 by me or under my directions, that both plan and survey are correct and
 have been made in accordance with the Survey Regulations 1972 or any
 regulations made in substitution thereof.

Dated at Wellington this 20th day of February 1997. Signed *Alan Lindsay Ross Barwick*

Field Book 5894 p 41-42 Traverse Book 562 p 85-87
 Reference Plans SOs 12678, 17560, 37571
 ML 506

Examined *John Bishop* Correct

Approved as to Survey

30.6.97 *John Bishop* Deputy Chief Surveyor

Deposited this 19th day of February 1997

..... District Land Registrar

File 8225-05
 Received 8.4.97
 Instructions: 100753-SM

S037758

Approved LM 94/09 DOSI FORM D16

LAND DISTRICT: WELLINGTON
 Survey Block & District: IV Waiopahu
 NZMS 261 Sheet S25 Record Map No. 6.2

**Section 5 SO 37758 and
 Easements to be Acquired**

TERRITORIAL AUTHORITY: Horowhenua District
 Surveyed by Terralink NZ Limited
 Scale 1 : 6000 Date Feb 1997