



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
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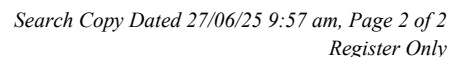

R.W. Muir
Registrar-General
of Land

Identifier 103111
Land Registration District Otago
Date Registered 17 July 2003 09:00 am

Type	Deed of easement under s60 Land Act 1948	Instrument	YEC 5660153.1
Area	15605.0772 hectares more or less		
Legal Description	Section 1-7 Survey Office Plan 24526		
Purpose	Right (in gross) to Store Water with ancillary rights		

Registered Owners
Contact Energy Limited

Interests
See also Deed of Grant of Easement 9562611.1 (CIR 638884)





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
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R.W. Muir
Registrar-General
of Land

Identifier **129038**
Land Registration District **Otago**
Date Issued 15 April 2004

Prior References

59284	GN 326672	GN 328163
GN 347487	GN 422231	GN 671948.2
GN 913561	GN 913562	GN 943285.1
GN 960983.1	GN 960983.3	

Estate Fee Simple
Area 29.0443 hectares more or less
Legal Description Lot 2-3, 5-6 Deposited Plan 25173 and
Section 3 Survey Office Plan 16473

Registered Owners

Contact Energy Limited

Estate Fee Simple
Area 1.9160 hectares more or less
Legal Description Lot 4 Deposited Plan 25173 and Lot 1
Deposited Plan 331348

Registered Owners

Contact Energy Limited

Interests

885629 Notice pursuant to Section 4(1) Irrigation Schemes Act 1990 affecting part of the within land in favour of Hawea Irrigation Company Limited - 30.6.1995 at 10:39 am

Lot 4 DP 25173 is Strata (Sub-Soil) and Lot 1 DP 331348 is Strata (Airspace)

5967930.2 Gazette Notice (1999/67) declaring that reservation of marginal strips shall not apply to Lots 2 - 6 DP 25173 - 15.4.2004 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6457054.2 - 14.6.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6527066.1 - 9.8.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6578516.3 - 20.9.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6598254.2 - 6.10.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6607644.2 - 13.10.2005 at 9:00 am

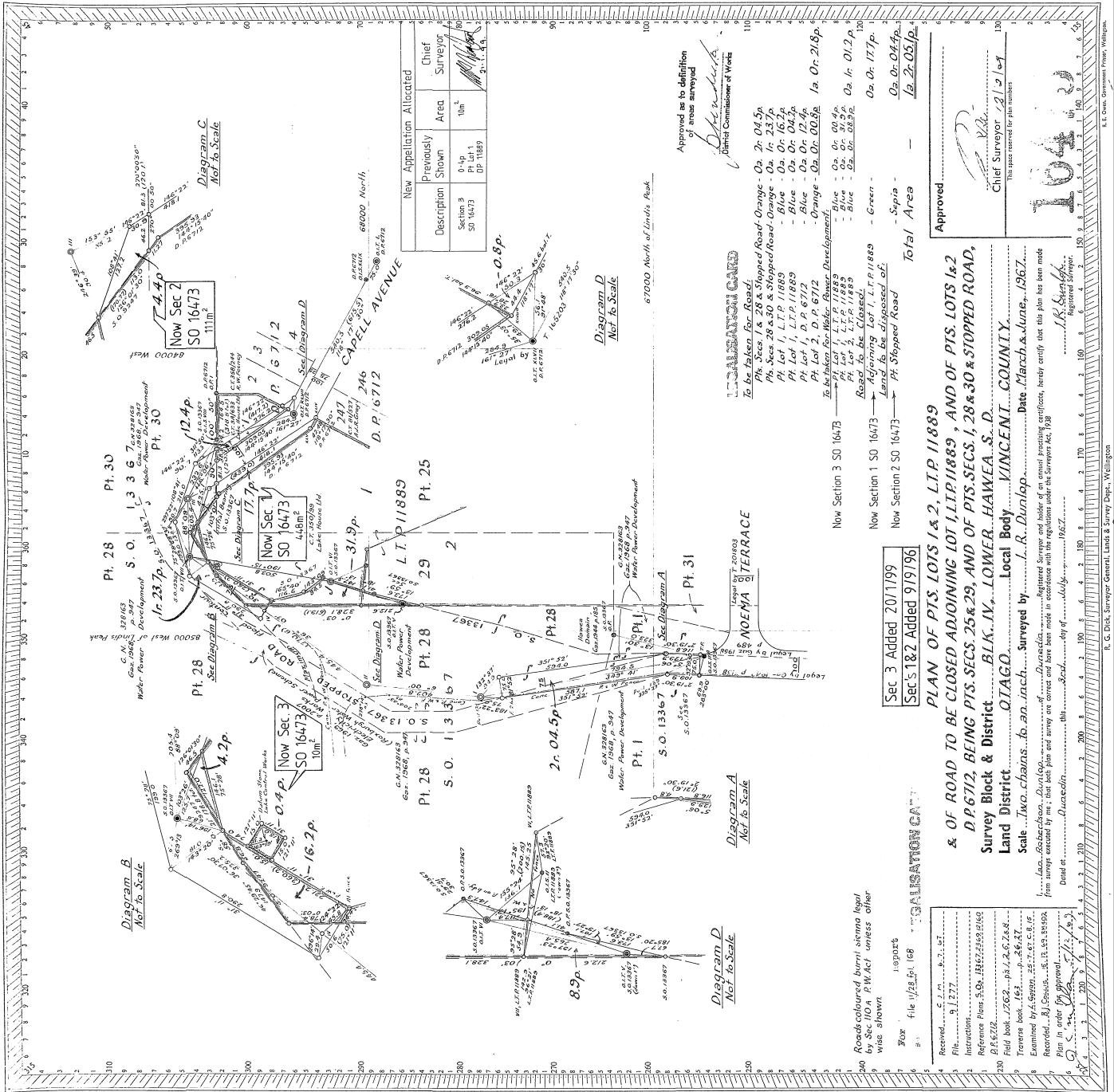
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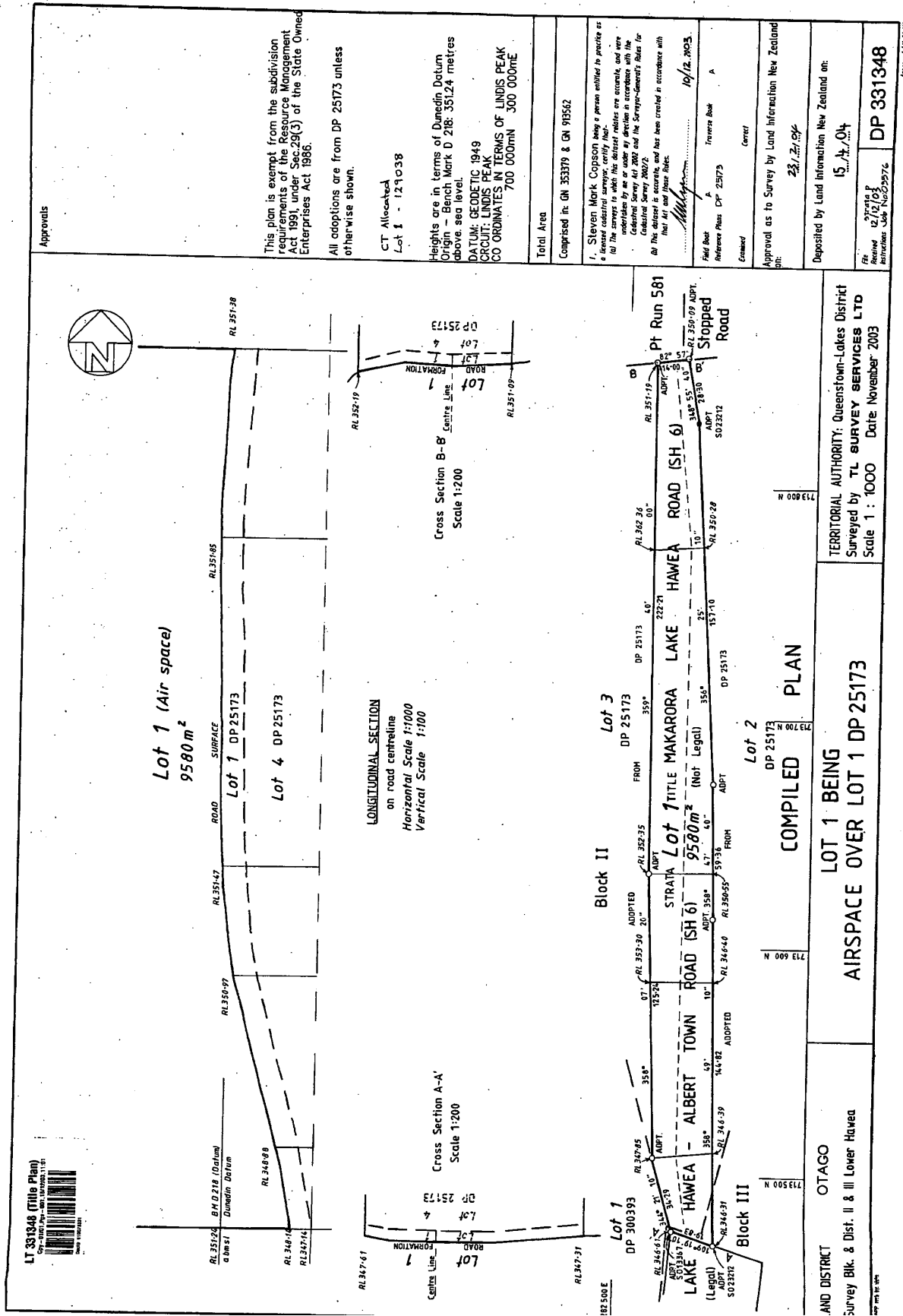
Appurtenant hereto is an easement to flood land created by Easement Instrument 6675600.2 - 5.12.2005 at 9:00 am

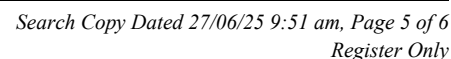
Appurtenant hereto is an easement to flood land created by Easement Instrument 6675621.2 - 5.12.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6675633.2 - 5.12.2005 at 9:00 am

Appurtenant hereto is an easement to flood land created by Easement Instrument 6675646.2 - 5.12.2005 at 9:00 am
Appurtenant hereto is an easement to flood land created by Easement Instrument 6685084.2 - 12.12.2005 at 9:00 am
Appurtenant hereto is an easement to flood land created by Easement Instrument 6725488.3 - 23.1.2006 at 9:00 am
Appurtenant hereto is an easement to flood land created by Easement Instrument 6781303.2 - 9.3.2006 at 9:00 am
Appurtenant hereto is an easement to flood land created by Easement Instrument 6833170.2 - 20.4.2006 at 9:00 am
Appurtenant hereto is an easement to flood land created by Easement Instrument 6903823.2 - 13.6.2006 at 9:00 am
Appurtenant hereto is an easement to flood land created by Easement Instrument 6903833.2 - 13.6.2006 at 9:00 am
Appurtenant hereto is an easement to flood land created by Easement Instrument 6903826.2 - 13.6.2006 at 9:00 am
Appurtenant hereto is an easement to flood land created by Easement Instrument 6948381.2 - 14.7.2006 at 9:00 am
Appurtenant hereto is an easement to flood land created by Easement Instrument 6962651.2 - 26.7.2006 at 9:00 am
Appurtenant hereto is an easement to flood land created by Easement Instrument 6972706.1 - 3.8.2006 at 9:00 am
Appurtenant hereto is an easement to flood land created by Easement Instrument 6980253.2 - 8.8.2006 at 9:00 am
Appurtenant hereto is an easement to flood land created by Easement Instrument 6986954.2 - 14.8.2006 at 9:00 am
Appurtenant hereto is an easement to flood land created by Easement Instrument 6986965.2 - 14.8.2006 at 9:00 am
Appurtenant hereto is an easement to flood land created by Easement Instrument 6997784.2 - 22.8.2006 at 9:00 am
Appurtenant hereto is an easement to flood land created by Easement Instrument 7010839.2 - 31.8.2006 at 9:00 am
Appurtenant hereto is an easement to flood land created by Easement Instrument 7010862.2 - 31.8.2006 at 9:00 am
Appurtenant hereto is an easement to flood land created by Easement Instrument 7073903.2 - 17.10.2006 at 9:00 am
Appurtenant hereto is an easement to flood land created by Easement Instrument 7131367.3 - 27.11.2006 at 9:00 am
Appurtenant hereto is an easement to flood land created by Easement Instrument 7333001.2 - 23.4.2007 at 9:00 am
Appurtenant hereto is an easement to flood land created by Easement Instrument 7347258.4 - 2.5.2007 at 9:00 am
9126179.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - - 18.7.2012 at 12:17 pm (Affects Lot 2 DP 25173)
Appurtenant hereto is an easement to flood land created by Easement Instrument 9198988.2 - 12.10.2012 at 1:40 pm
Appurtenant hereto is an easement to flood land created by Easement Instrument 9562764.2 - 11.4.2014 at 4:46 pm









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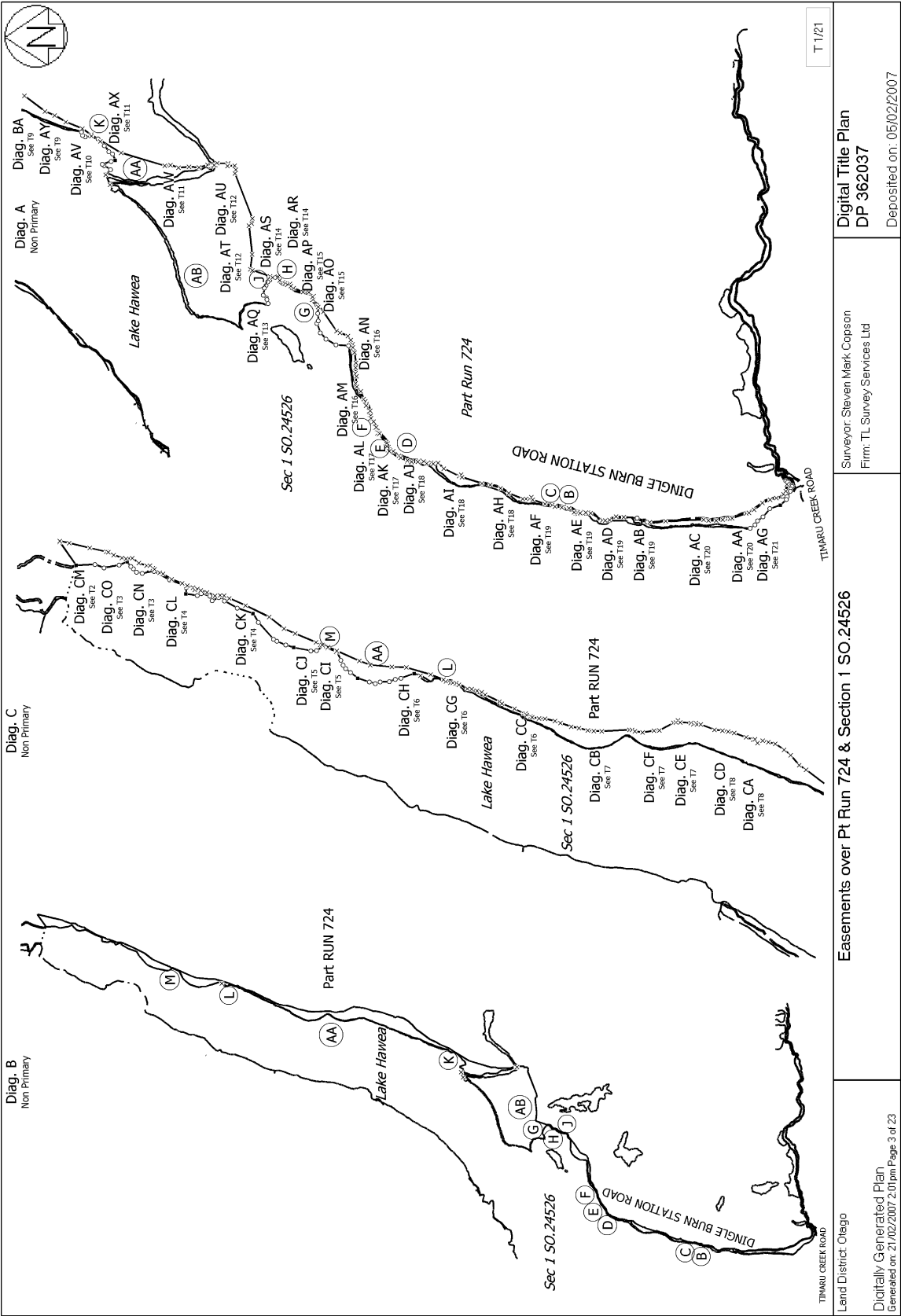

R.W. Muir
Registrar-General
of Land

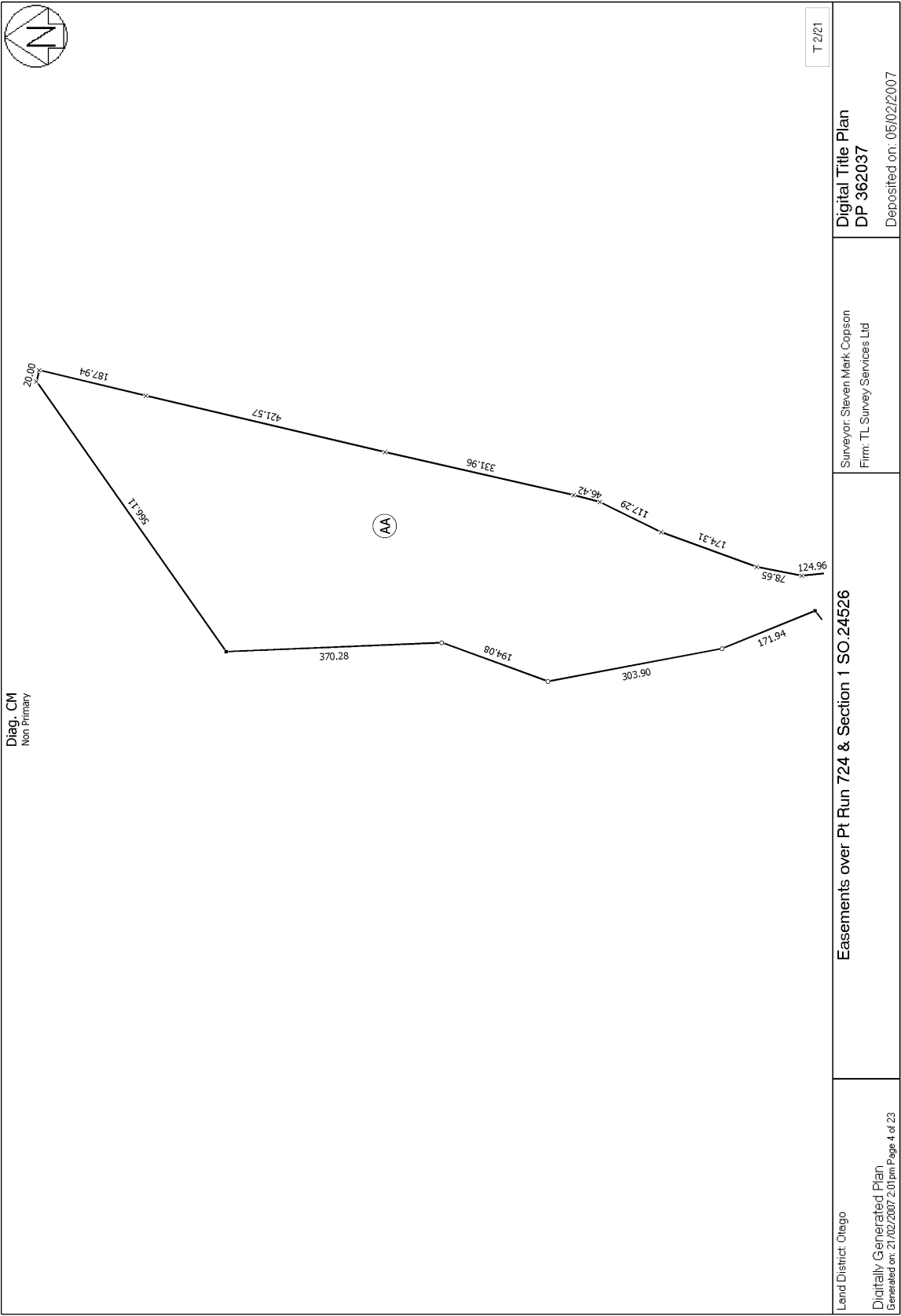
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Land Registration District **Otago**
Date Registered 05 February 2007 09:00 am

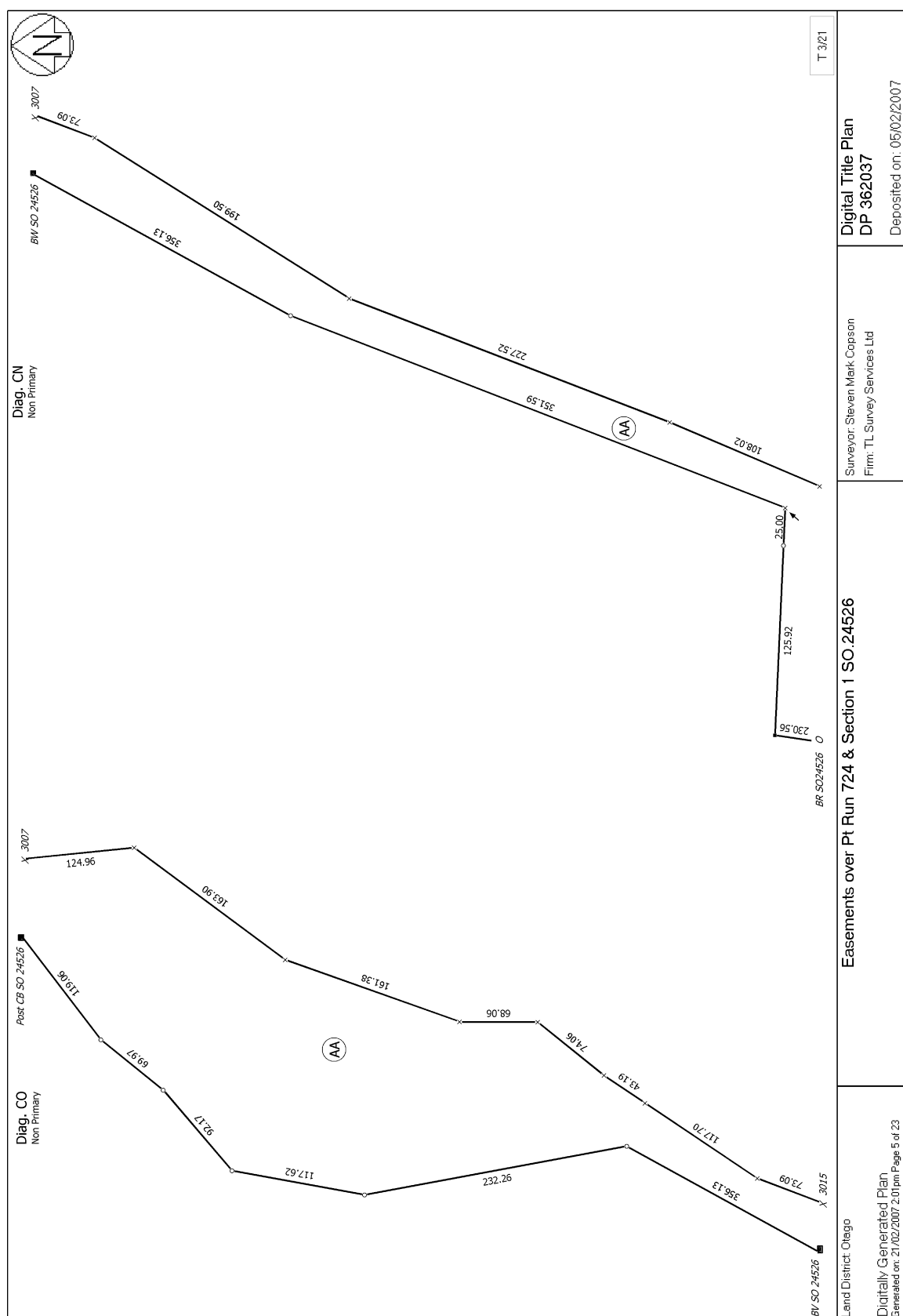
Type	Deed of easement under s60 Land Act 1948	Instrument	YEC 7219115.2
Area	15600.0000 hectares more or less		
Legal Description	Section 1 Survey Office Plan 24526		
Purpose	Right of way for access marked B to H and J to M DP 362037		

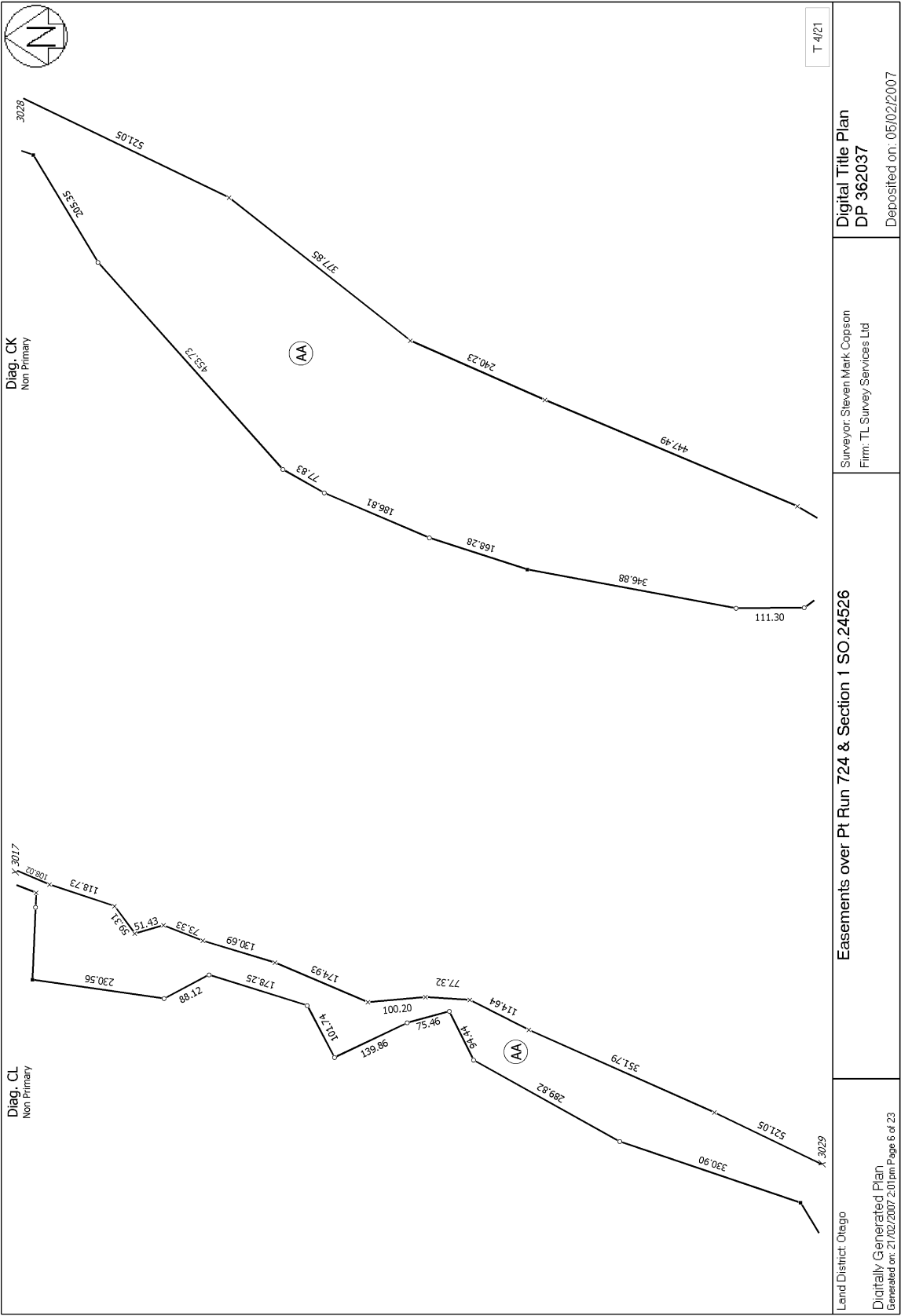
Registered Owners
Her Majesty the Queen

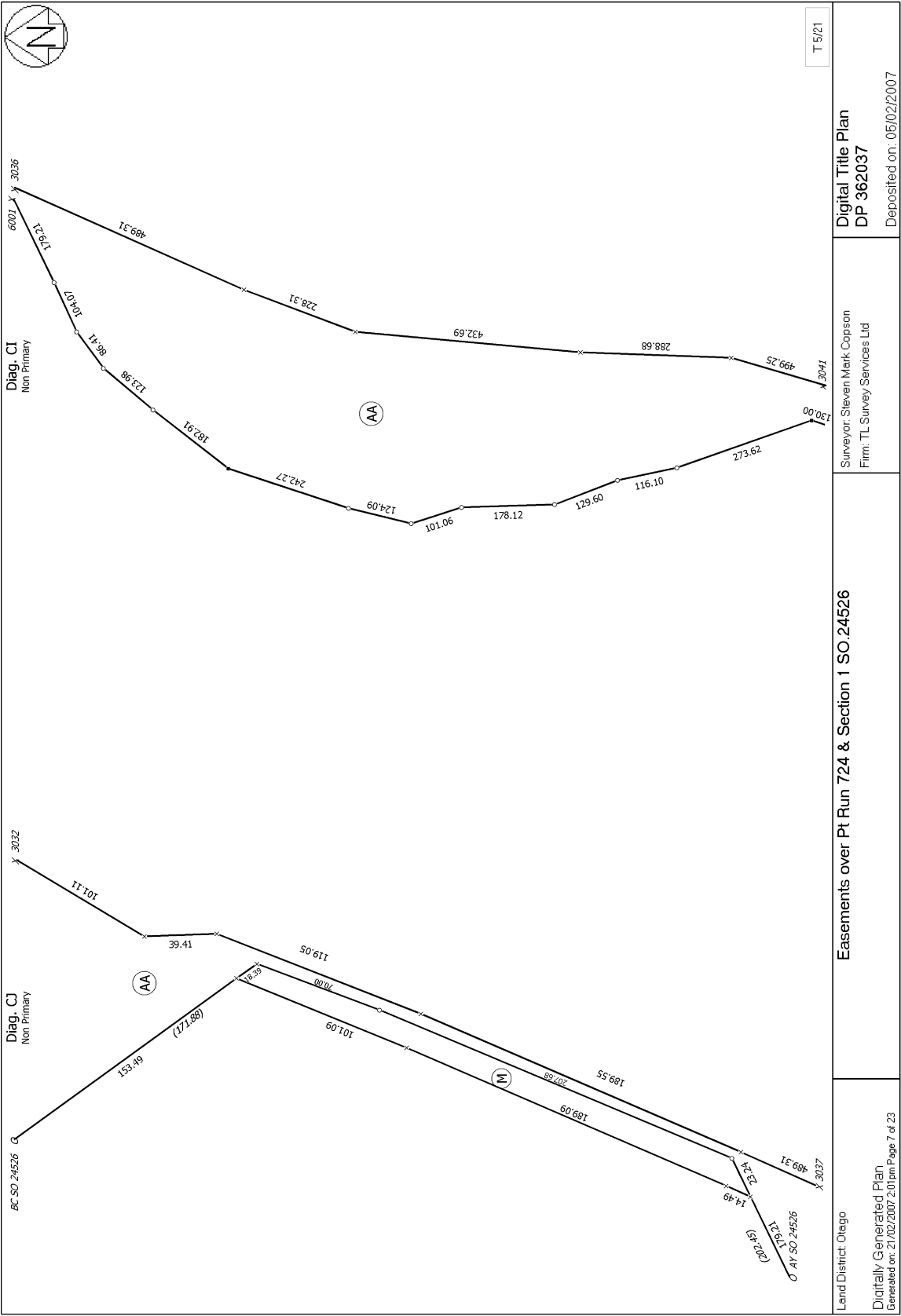
Interests

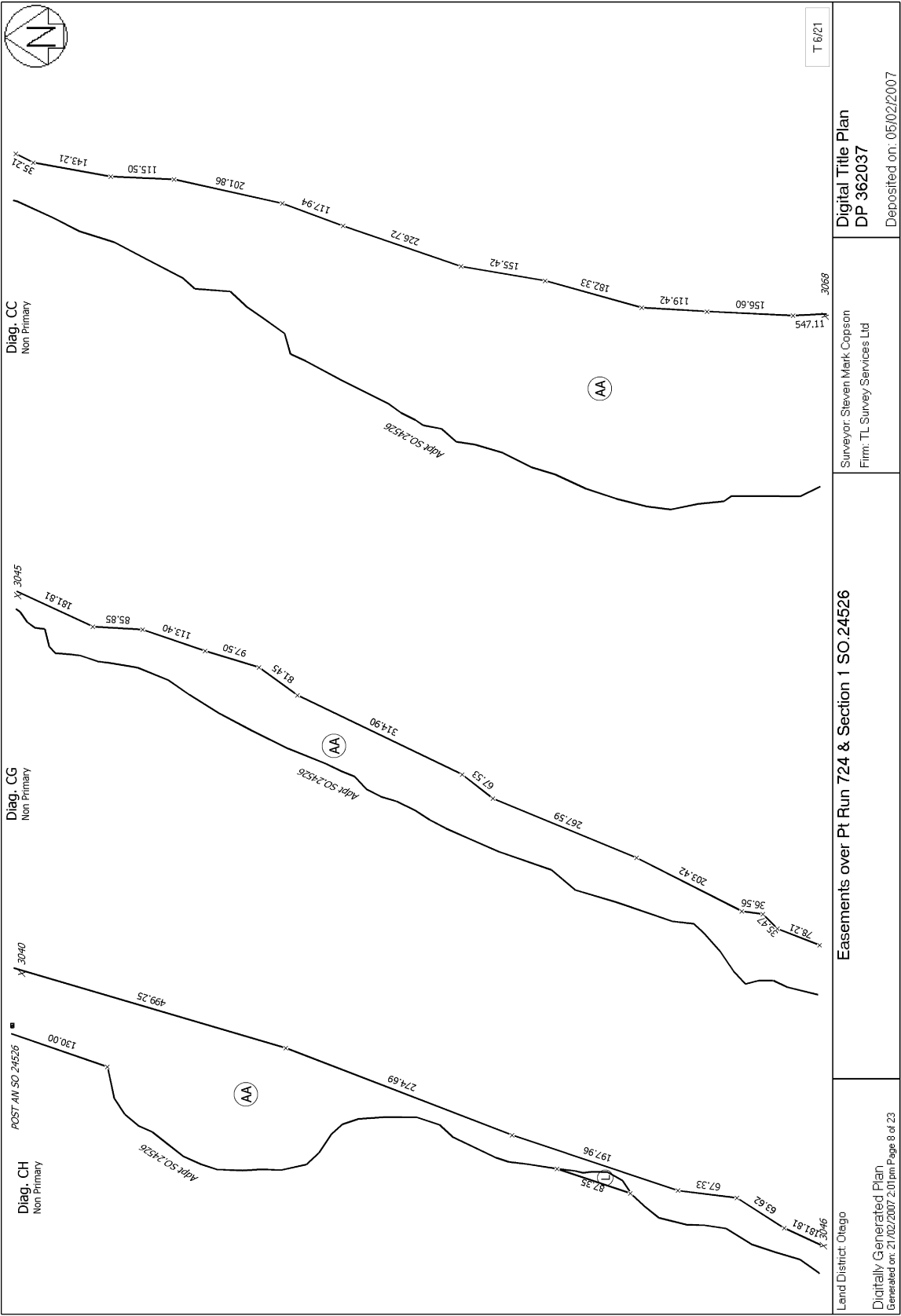


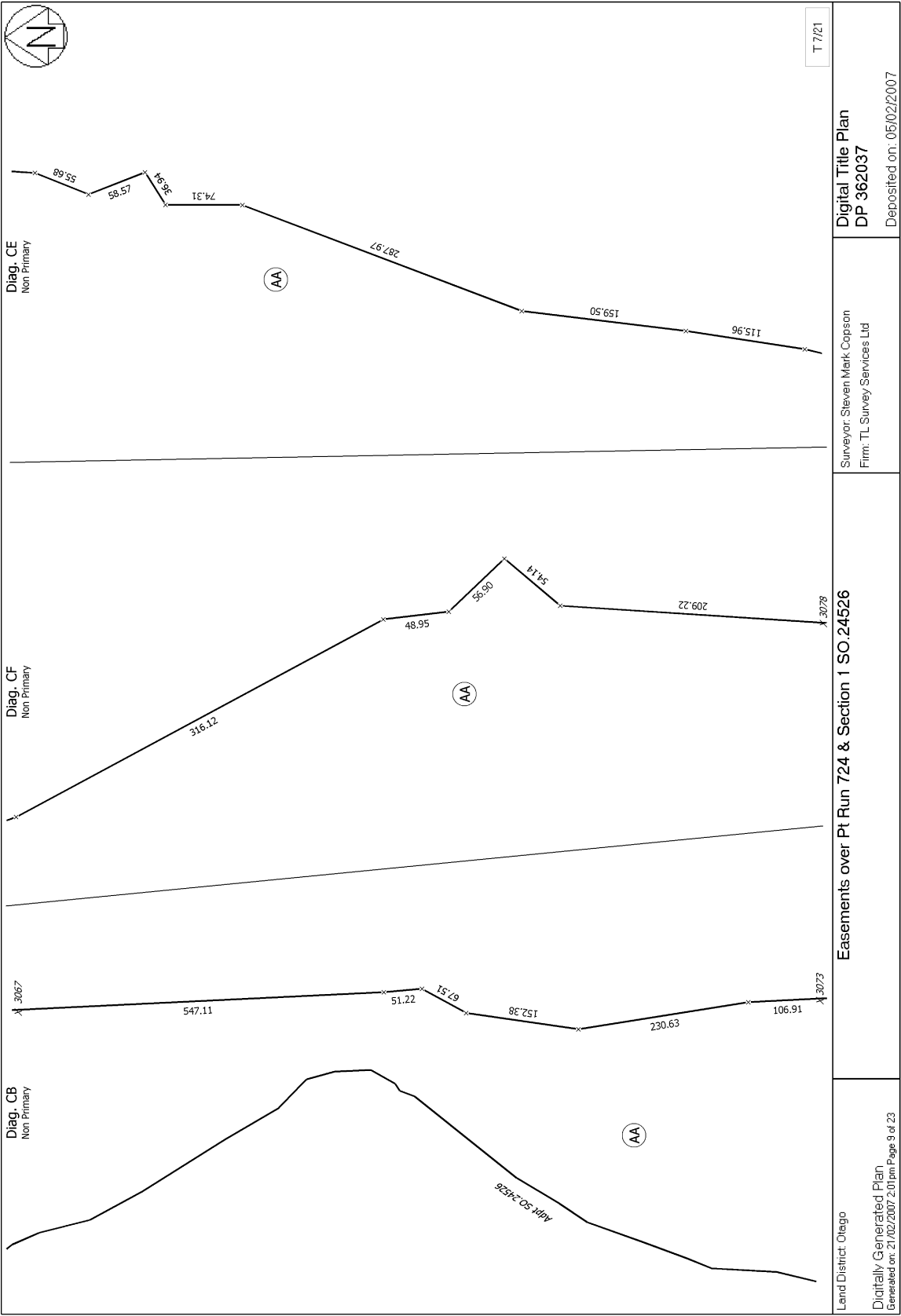


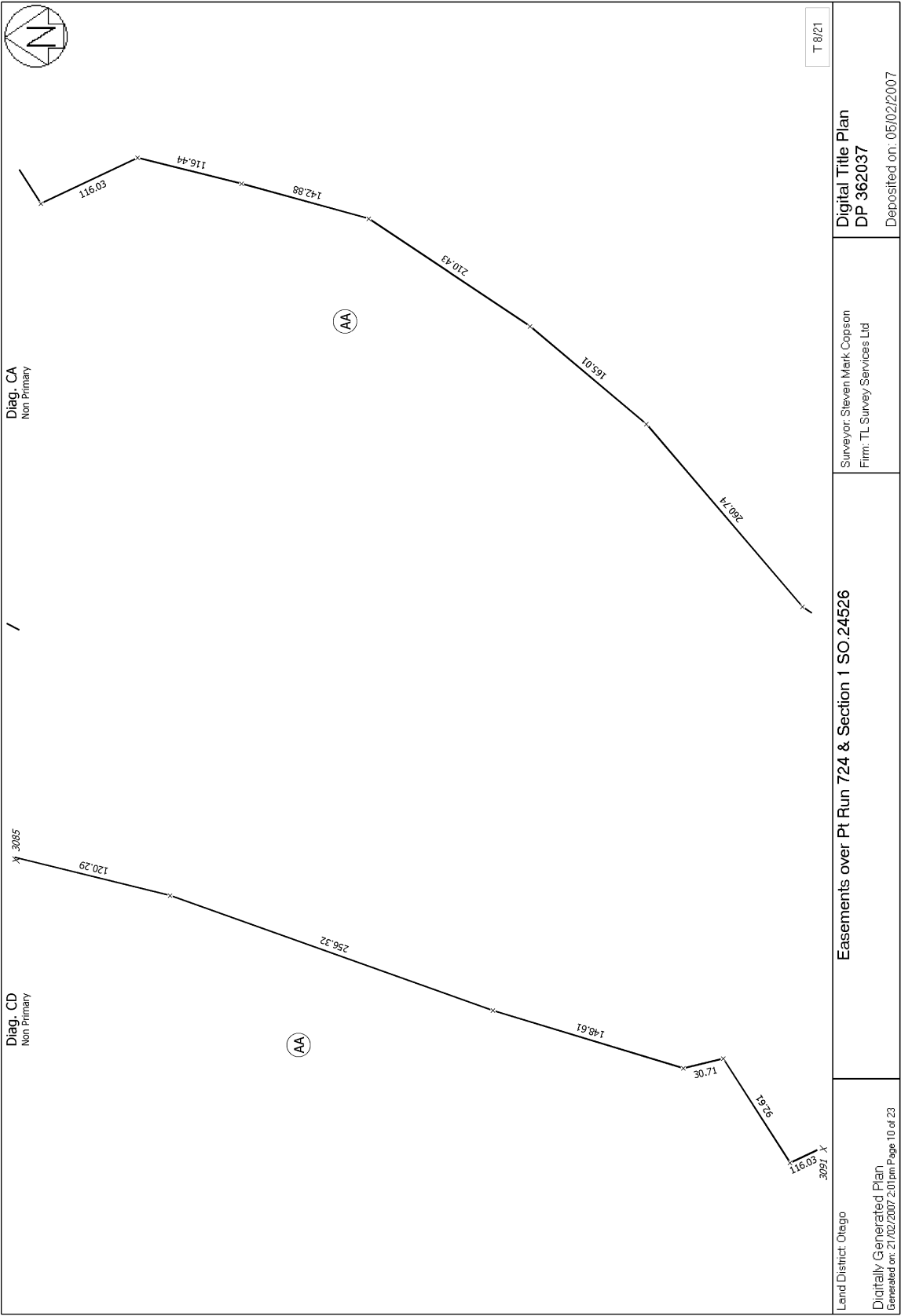


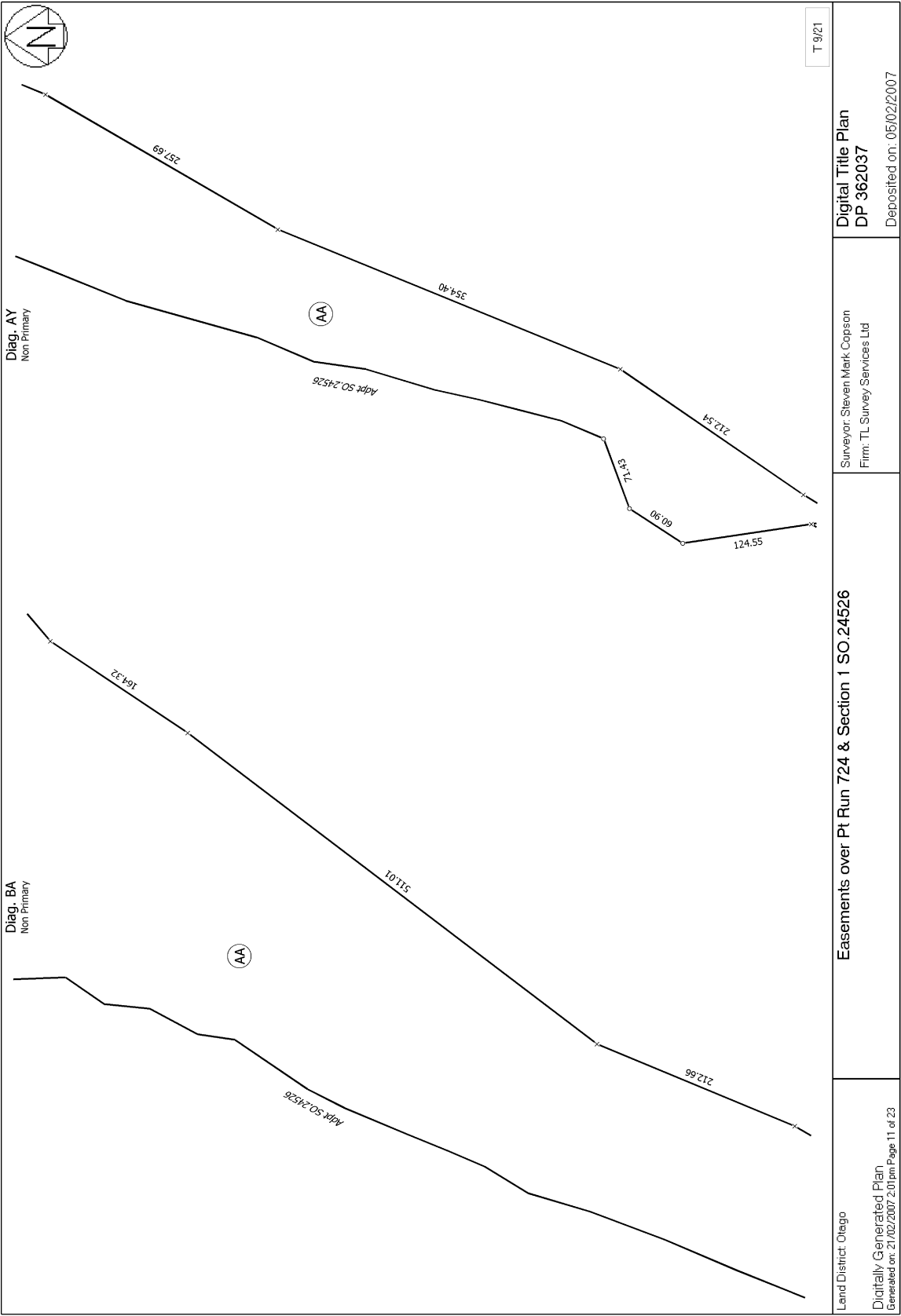


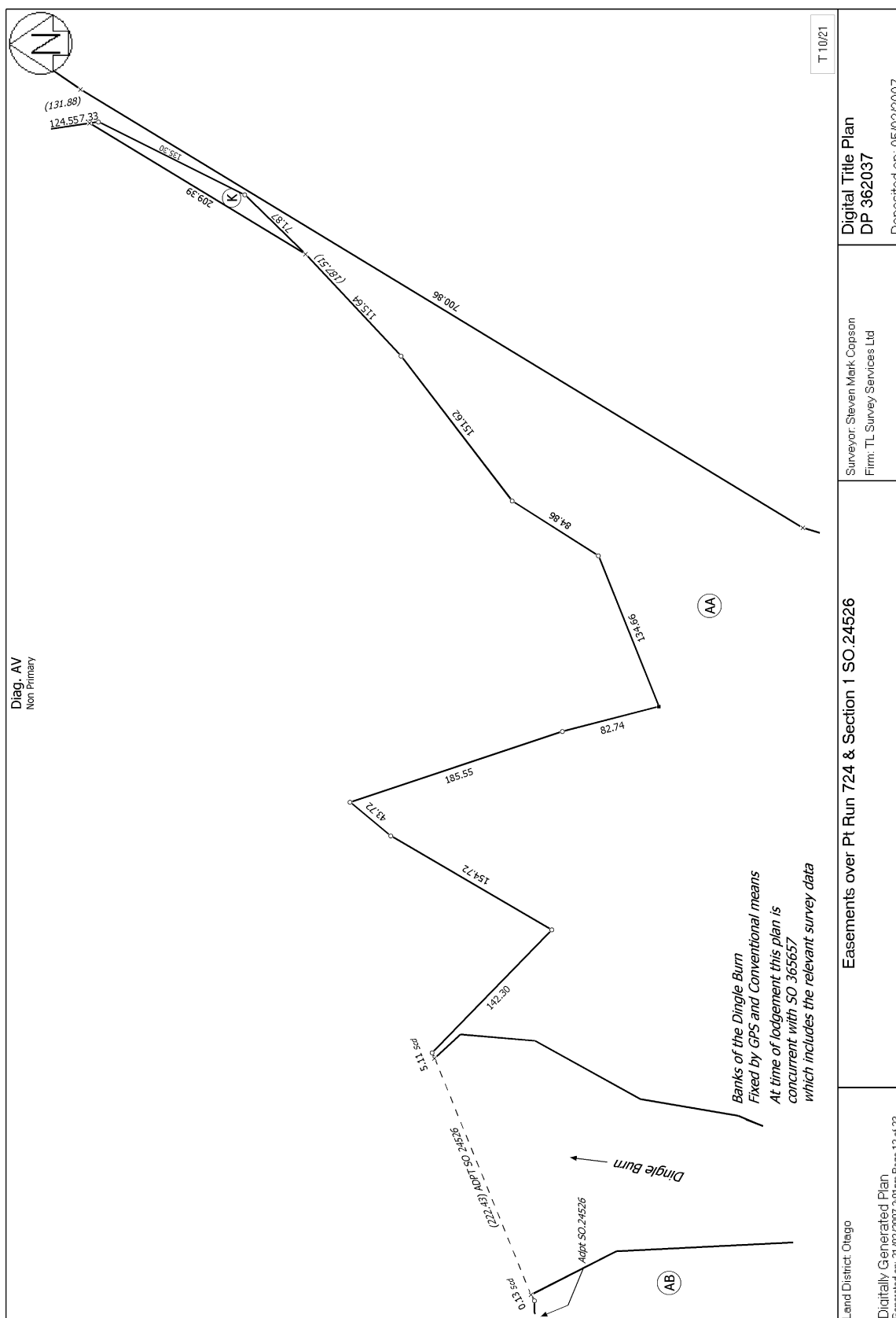


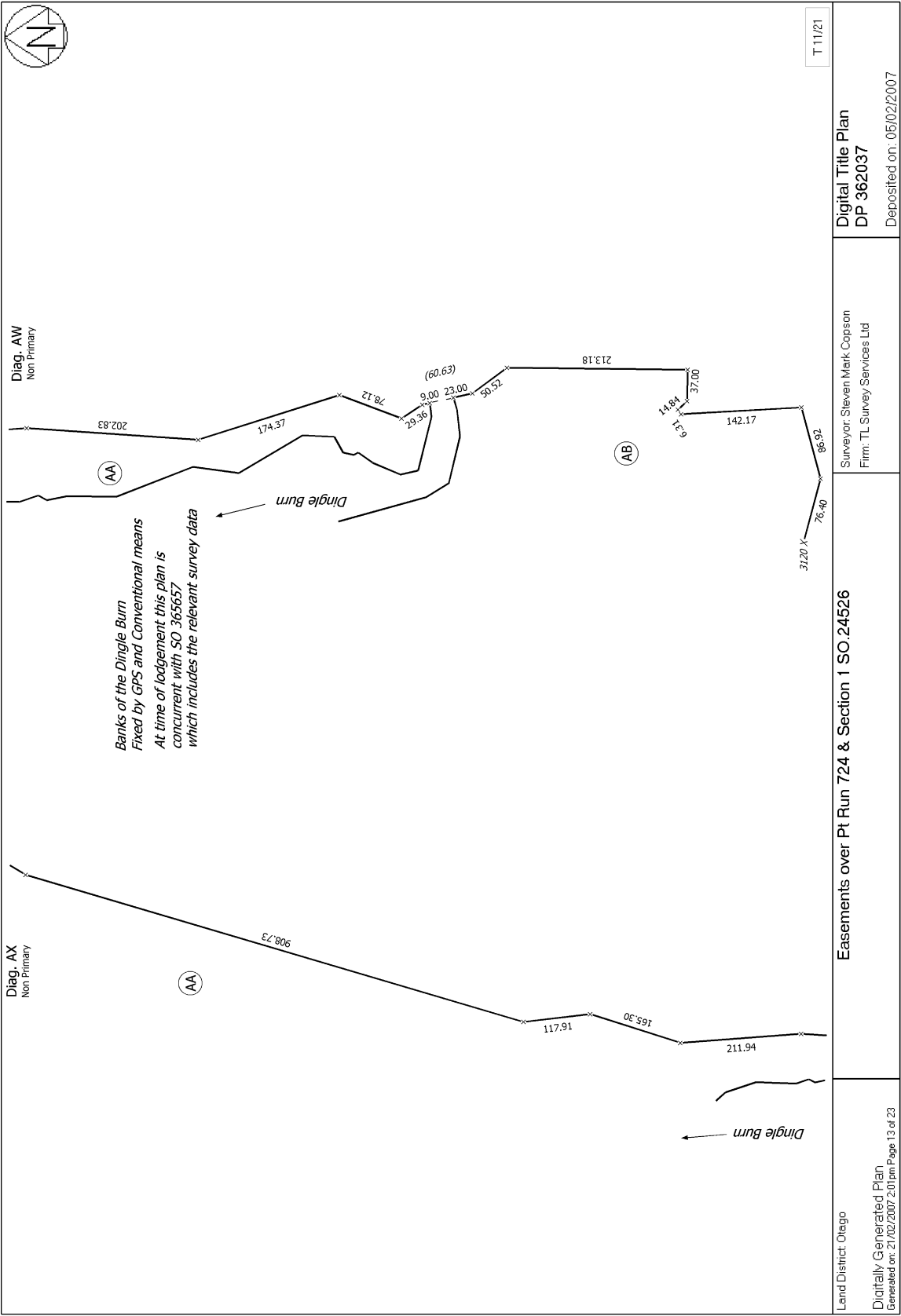


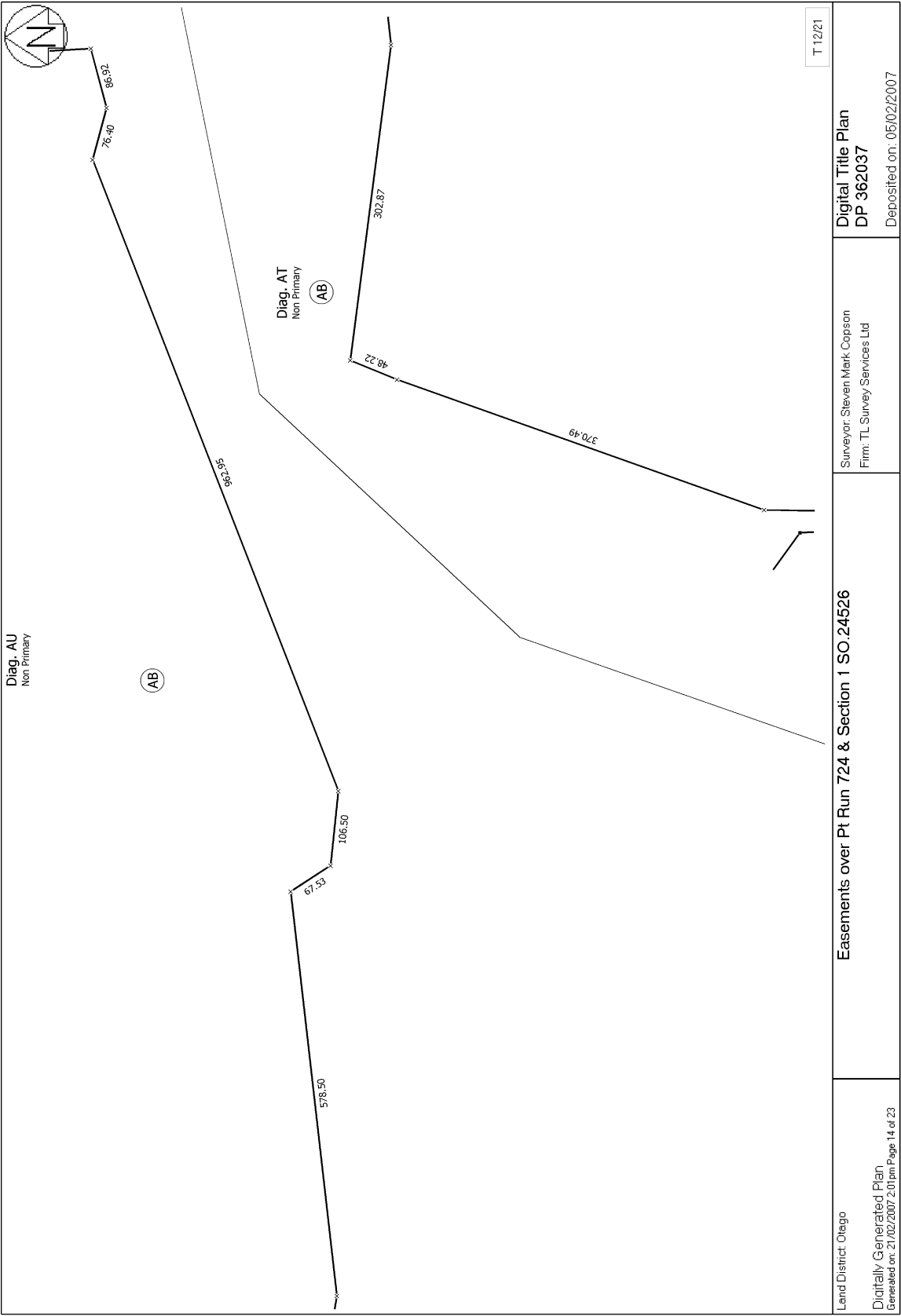


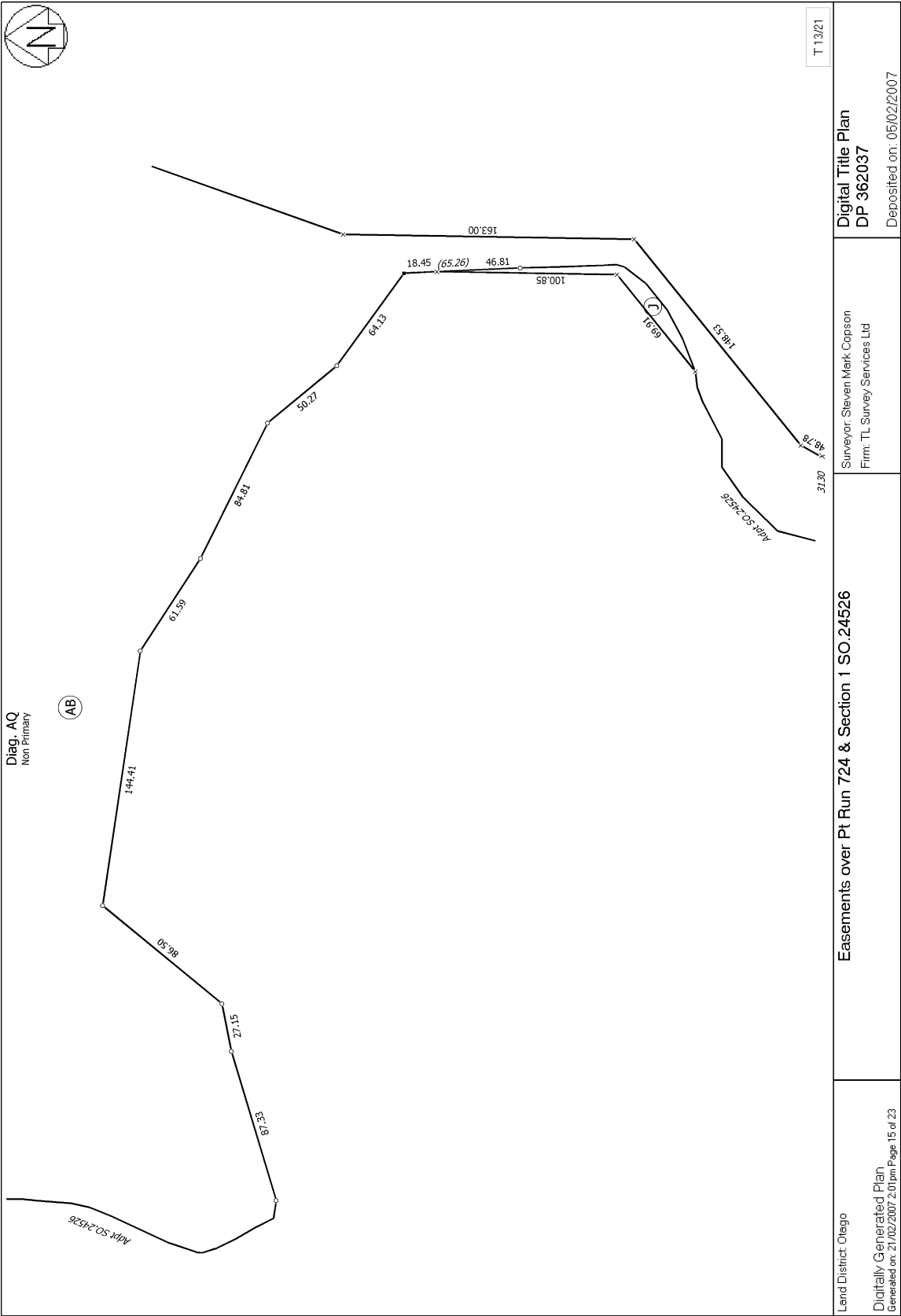


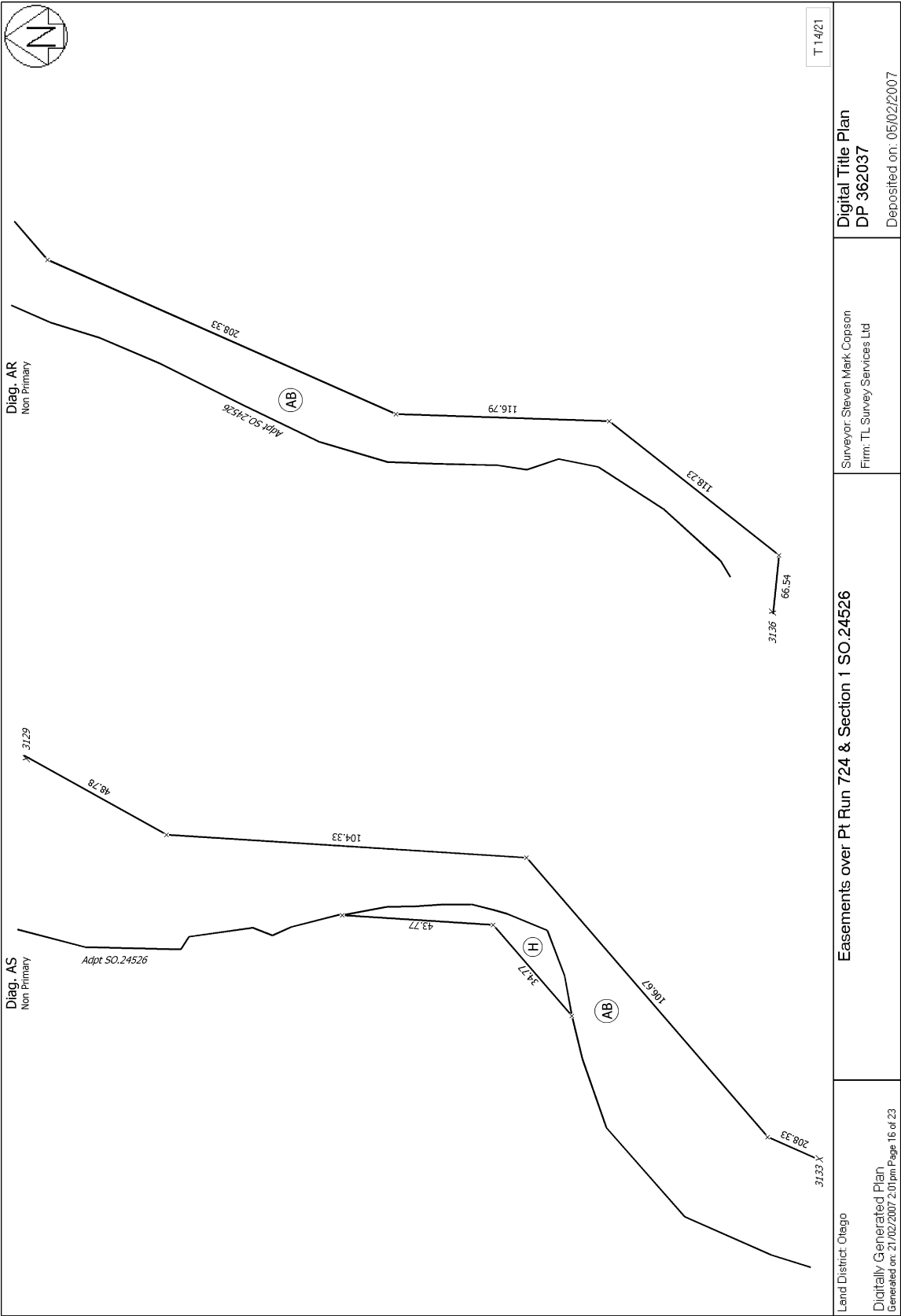


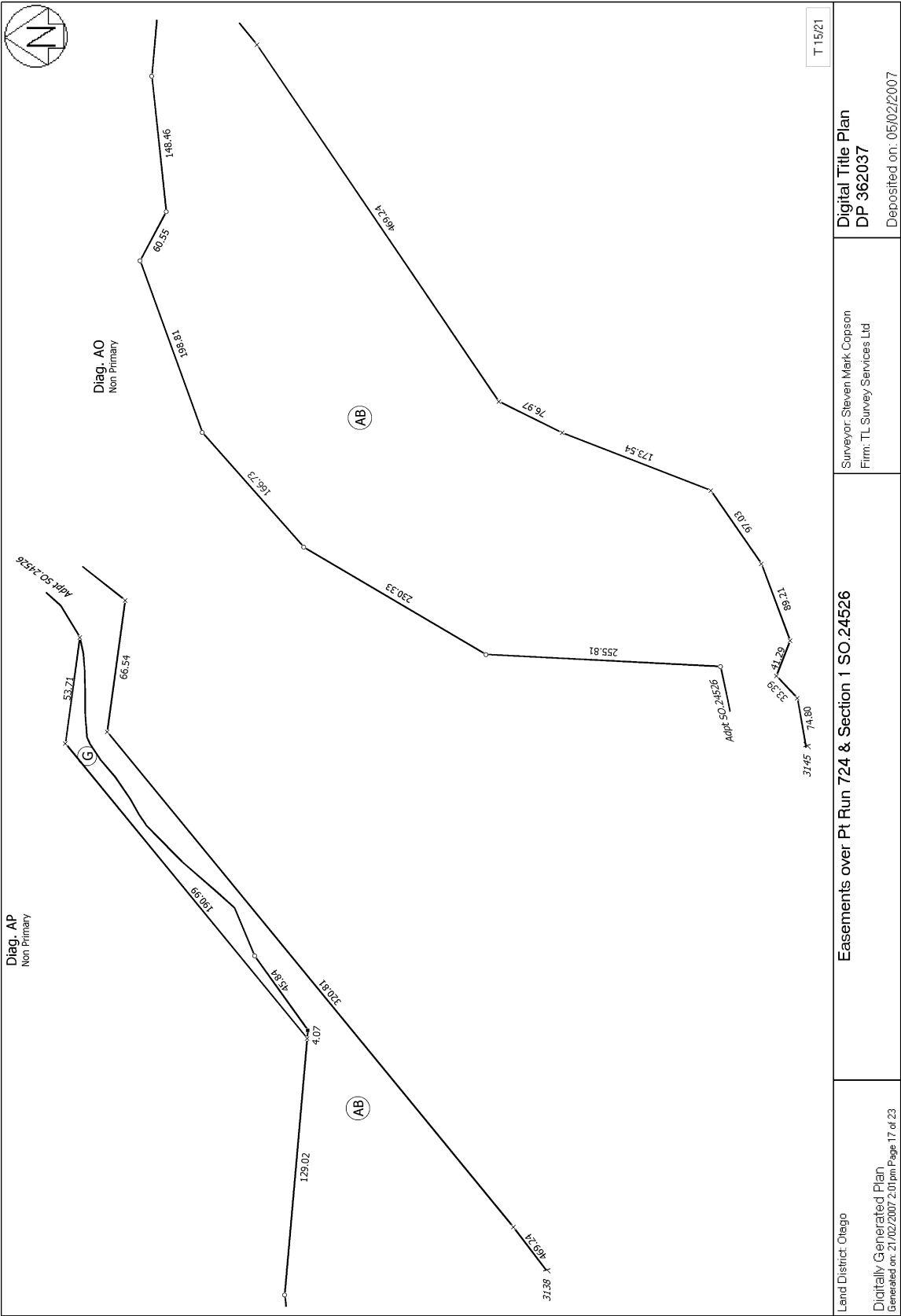


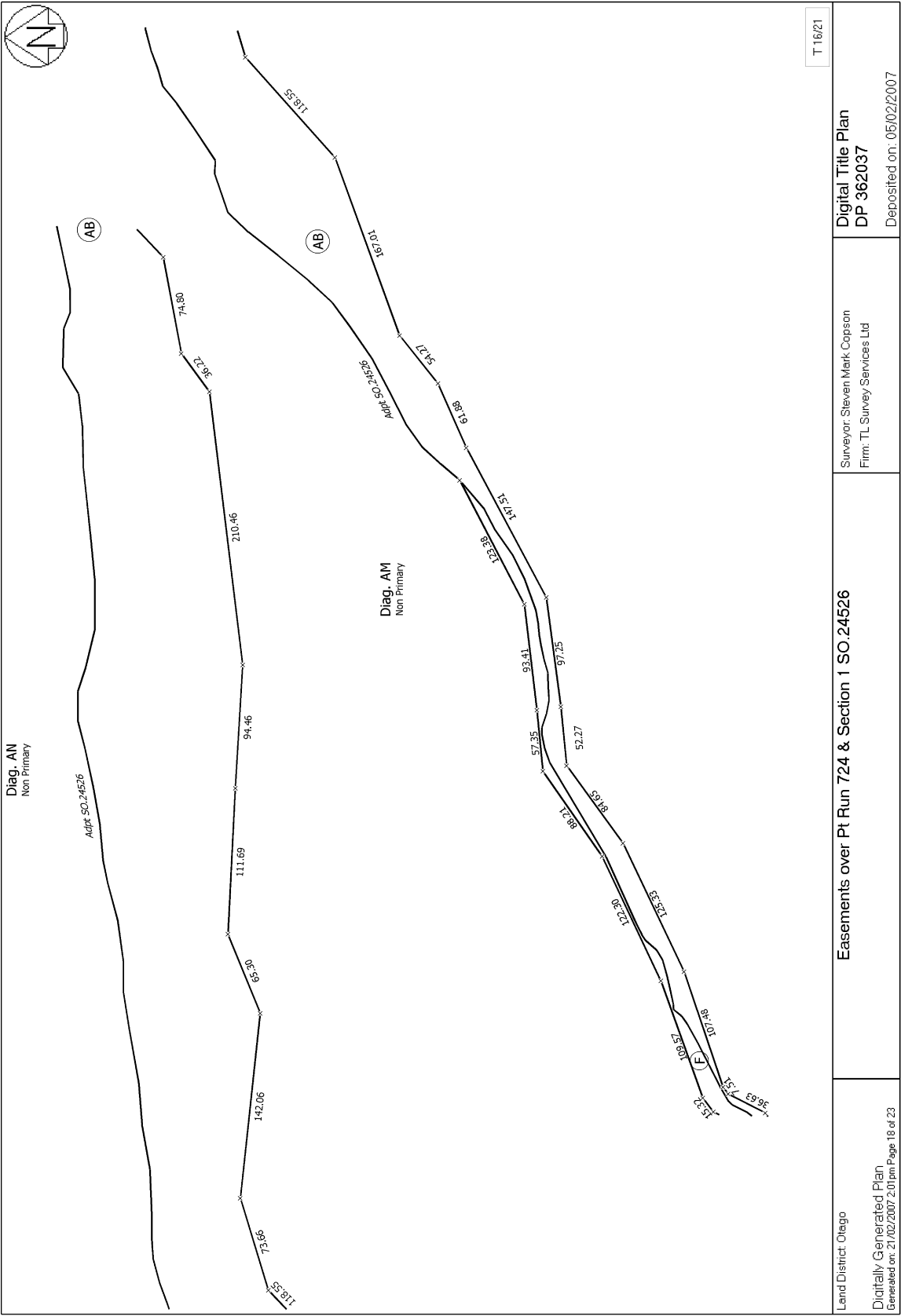












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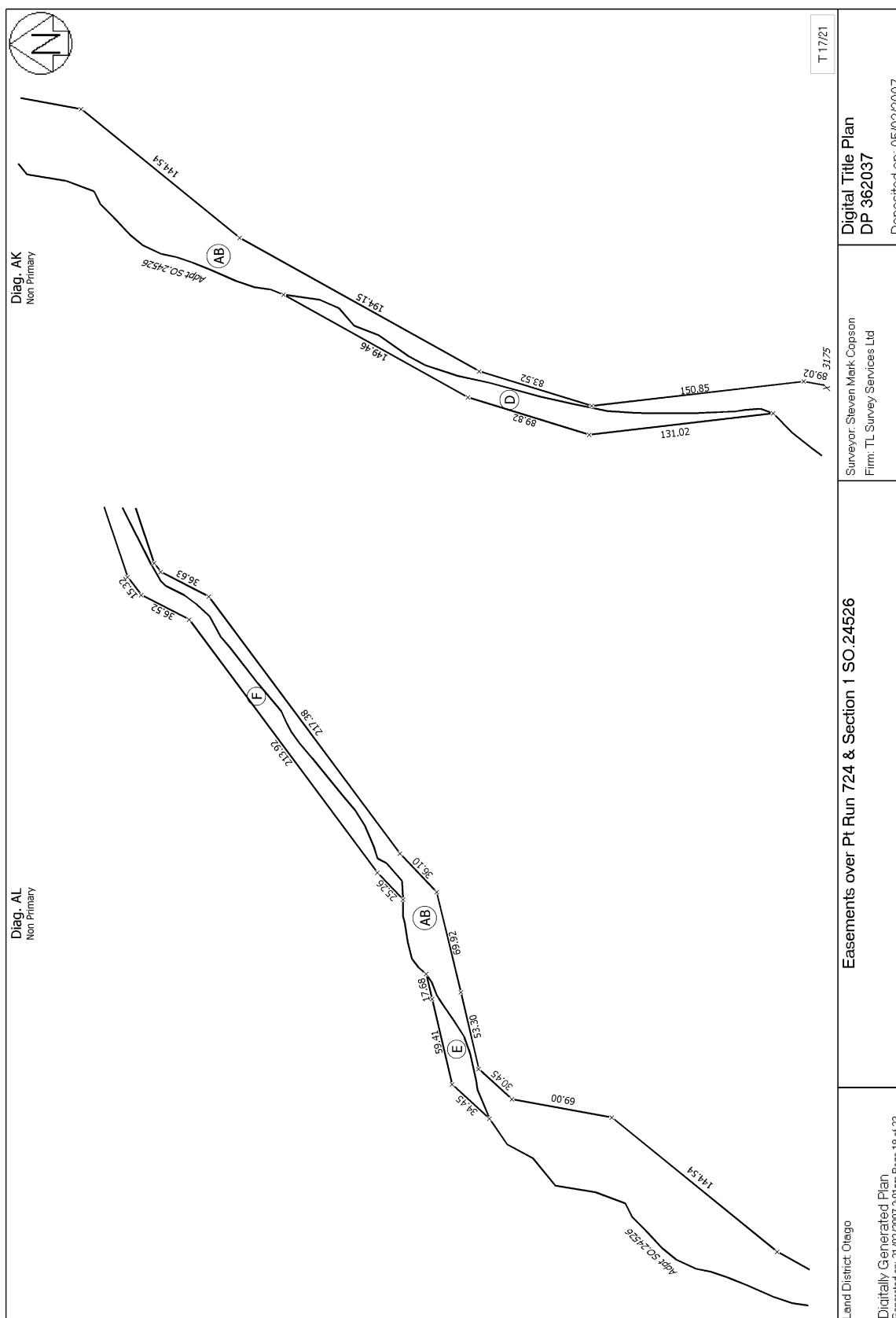
Digital Title Plan
DP 362037

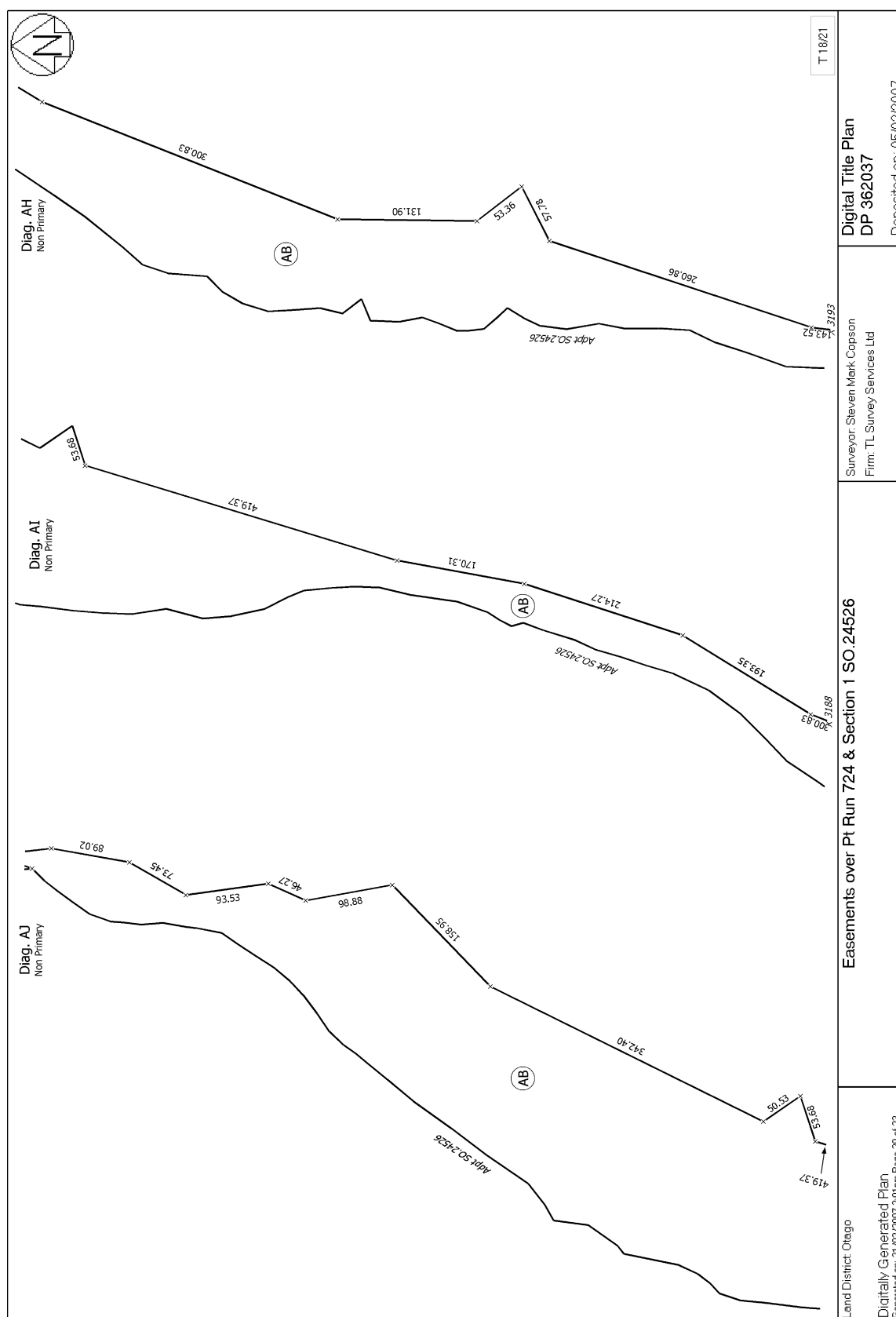
Deposited on: 05/02/2007

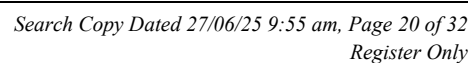
Surveyor: Steven Mark Copson
Firm: TL Survey Services Ltd

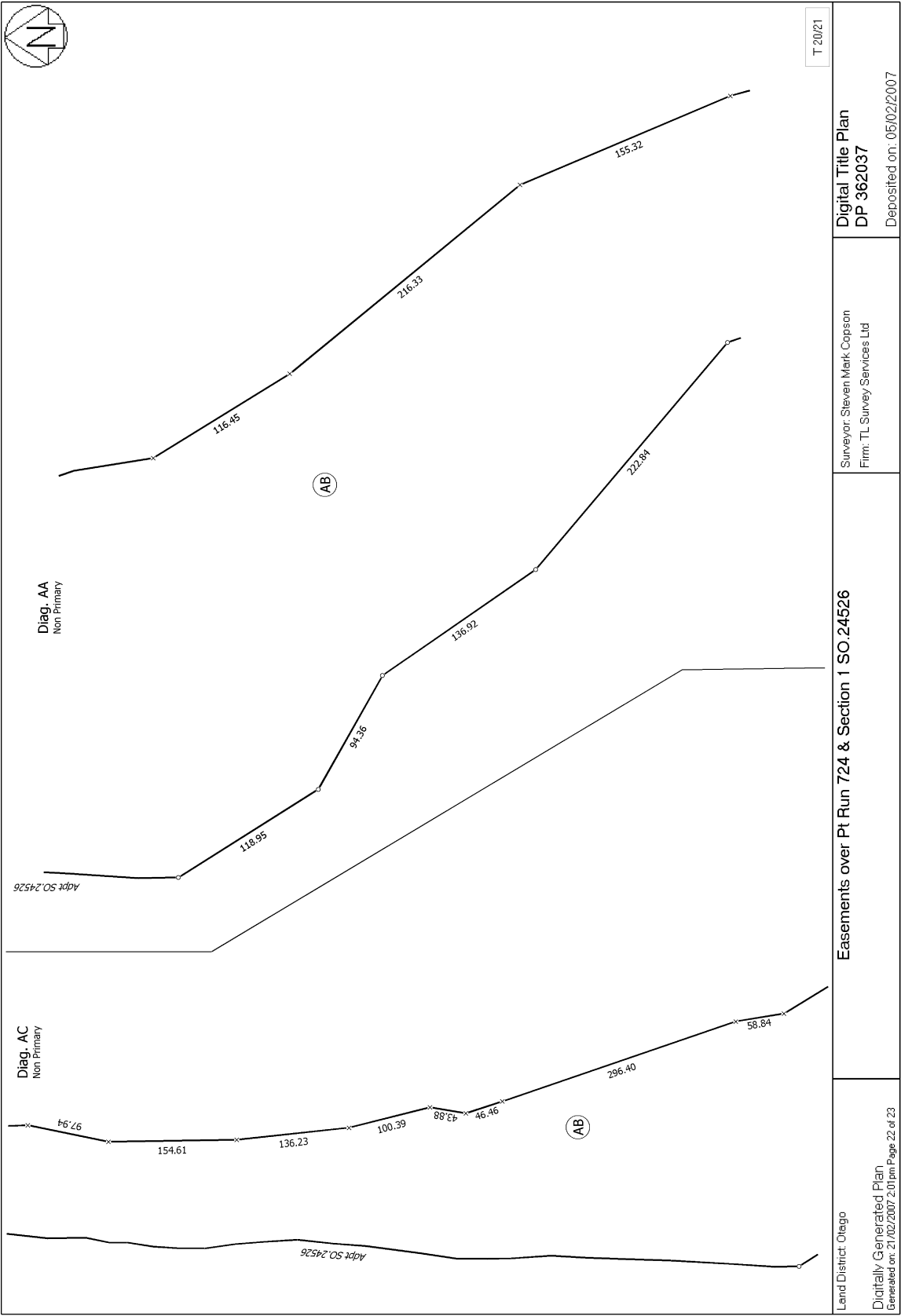
Easements over Pt Run 724 & Section 1 SO.24526

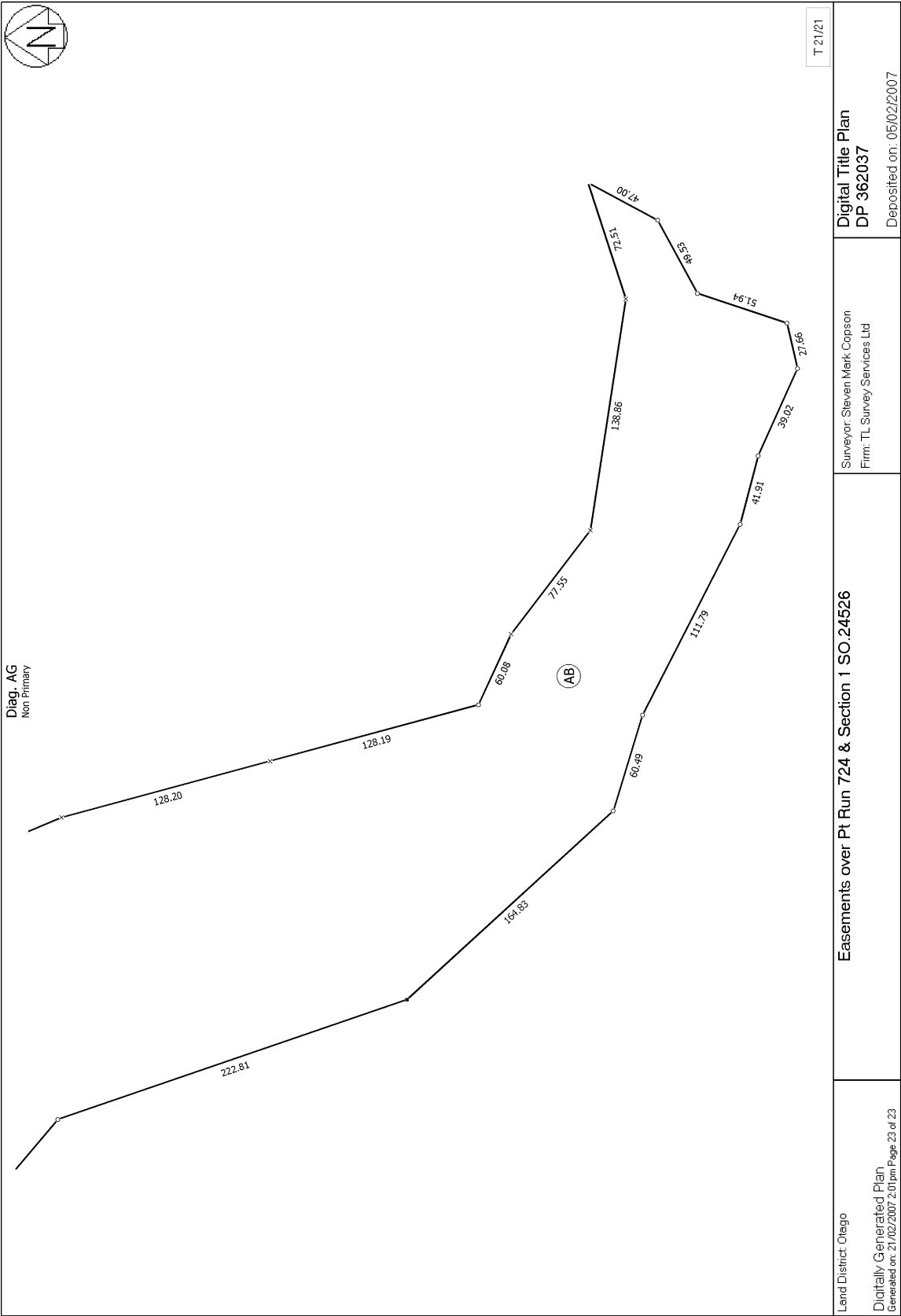
Land District Otago
Digitally Generated Plan
Generated on: 21/02/2007 2:01pm Page 18 of 23











Title Diagram YEC72

Cpy - 01/01, Pgs - 010, 21/02/07, 10



DocID 110842004

Dated

23 January

7
2006**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

Grantee

THOMAS GUY MEAD
DAVIDA ISOBEL MEAD

DEED OF GRANT OF EASEMENT

DATED

23 January

7
2006

PARTIES

1. HER MAJESTY THE QUEEN acting by and through THE COMMISSIONER OF CROWN LANDS at Wellington ("the Grantor")

AND

2. THOMAS GUY MEAD and DAVIDA VISOBEL MEAD hereinafter with their successors and permitted assigns ("the Grantee")

BACKGROUND

- A. The Grantee is the lessee of Land, to which access is required over land that is subject to the Operating Easement.
- B. The Grantee wishes to obtain a right of way for access and the ability to drive stock to Run 724 over part of the land being B to H [inclusive] and J to M [inclusive] on DP 362037.
- C. The Grantor has agreed to grant to the Grantee an easement over the Easement Land on the terms and conditions set out in this Deed.
- D. The Easement Land is subject to the Operating Easement in favour of the Operating Easement Grantee and this Deed is granted subject to the Operating Easement and subject to the Grantee's compliance with the covenants in this Deed.
- E. The Operating Easement Grantee has consented to the grant of this Deed on the terms and conditions set out herein.

TERMS OF THIS DEED

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed (including the Schedules):

"Deed" means this deed and the background.

"Dominant Tenement" means part of the land owned by the Grantee situated in the Land District of Otago containing 15600ha hectares more or less being Section 1 Survey Office Plan SO 24256.

"Easement" means an easement in gross over the Easement Land within which the Grantee may exercise the rights granted by this Deed.

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

"Easement Land" means Areas B to H [inclusive] and J to M [inclusive] on DP 362037, Area A on DP 374834.

"Operating Easement" means Operating Easement registered as YEC 5660153.1 and recorded on Computer Interest Register 103111 (Otago Land Registry).

"Operating Easement Grantee" means the Grantee from time to time under the Operating Easement.

"Stock" means sheep and cattle.

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 but subject to the limitations expressed in this Deed the Grantor grants to the Grantee, the following easements in relation to the Easement Land:

- 2.1.1 a right of way to for access, and a right to move stock across on the Easement Land for the purpose of driving stock;

provided that the rights set out in clause 2.1.1 is to be exercised in a manner and at levels of intensity necessary and as approved by the Grantor (acting reasonably) from time to time, in order to maintain the stability and sustainability of the Easement Land on an ongoing basis.

2.2 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,

2.3 The easement rights granted under this Deed to the Grantee are subject to:

- (a) the paramount rights of the Operating Easement Grantee under the Operating Easement; and
- (b) 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 \$1.00 plus GST if demanded.
- 3.1.2 The Grantee shall observe the obligations imposed on it under this Deed.

4. REGISTRATION

4.1 This Deed will 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 Remain within the Easement Land.

5.1.2 Keep all boundary gates closed, except when they are in use for ingress and egress.

5.1.3 Take all reasonable precautions for guarding against any danger (including but without limitation, fire, physical damage or transmission of disease or spread of contaminants), and in particular shall (but without limiting the general obligation to take full and proper precautions pursuant to this clause 5.1.3) comply with all conditions that may be imposed from time to time by the Grantor or any lawful authority.

5.1.4 Ensure that the Grantee's use of the Easement Land and the exercise of its rights under this Deed cause as little damage or disturbance to the Easement Land as is reasonably possible.

5.1.5 Ensure that any damage caused to any part of the Easement Land, including the tracks, fences, gates, drains, buildings or other structures as a result of the Grantee's use of the Easement Land is remedied to the Grantor's reasonable satisfaction, within a reasonable time and at the Grantee's cost.

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 not to obstruct or hamper the Grantor, or any agents, employees and contractors of the Grantor or any other person with legitimate rights in their normal or reasonable use of the Easement Land.

5.3 The Grantee shall not at any time carry out on the Easement Land any activity which is not provided for under clause 2 of this Deed, or do any other thing which would affect the ability of the Grantor or any other person with legitimate rights to use the Easement Land.

5.4 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.

5.5 The Grantee shall at all times keep the Easement Land clear of noxious weeds, pests, disease and contaminants resulting from the Grantee's exercise or attempted exercise of its rights under this Easement consistent with reasonably prudent farming practice.

6. GRANTOR'S RIGHT TO RESTRICT ACCESS TO LAND

- 6.1 The rights granted under this Deed to the Grantee are subject to the Grantor's right to restrict access to and use of, and/or to fence off, all or any parts of the Easement Land that the Grantor considers to be unstable, dangerous and/or in need of protection from time to time.
- 6.2 The Grantor shall be entitled to give verbal and/or written notice to the Grantee of any restriction in use of the Easement Land under clause 6.1 from time to time, and any such restriction shall be effective immediately or at the end of any period of time specified in the notice.

7. ASSOCIATED RIGHTS AND ACCESS

- 7.1 Subject to clause 7.2, the Grantee shall maintain at its own expense access on the Easement Land to a standard sufficient for the exercise of the rights set out in clause 2.1.
- 7.2 The Grantee must obtain the prior approval of the Grantor before constructing any tracks on the Easement Land and any such tracks must not impact on the stability and/or sustainable use of the land.
- 7.3 The Grantee shall maintain at its own expense all roadside and boundary fences and all fences needed in conjunction with the exercise of the rights set out in clause 2.1, provided that the Grantee shall not be responsible for any fences constructed by the Grantor under clause 6.
- 7.4 In order to facilitate the Grantee's use of the rights granted under clause 2.1, the Grantee may clear, burn and/or spray the Easement Land, provided that the Grantee obtains all necessary statutory and local authority consents.

8. OPERATING EASEMENT

- 8.1 The Grantor and the Grantee acknowledge and agree that the Grantee's rights contained in this Deed are subject to the provisions of the Operating Easement and the Operating Easement Grantee's rights under the Operating Easement.
- The provisions of the Operating Easement and the Operating Easement Grantee's rights under the Operating Easement shall have priority to this Deed and the rights granted under it.
- 8.2 The Grantee covenants that when it exercises its rights under this Deed it shall do so at all times in a manner so as not to obstruct or hamper the Operating Easement Grantee or the agents, employees and contractors of the Operating Easement Grantee in the exercise of the Operating Easement Grantee's rights under the Operating Easement.
- 8.3 The Grantee shall not carry out on the Easement Land any activity or do any other thing which may affect the ability of the Operating Easement Grantee to exercise the Operating Easement Grantee's rights under the Operating Easement.
- 8.4 The Grantee shall at all times comply with the covenants of the Grantor under the Operating Easement, so far as those covenants relate to the Easement Land, as if those covenants were set out in this Deed.

8.5 The Grantee acknowledges that the Operating Easement Grantee holds registered rights over the Easement Land as set out in the Operating Easement in connection with its electricity business.

As a result, the Grantee agrees to do the following, in its capacity as Grantee under this Easement only:

- (a) not to submit against or object for the purposes of the Resource Management Act 1991 to applications that the Operating Easement Grantee may make for, or in relation to, resource consents associated with its electricity business from time to time;
- (b) upon written request from time to time, promptly provide to the Operating Easement Grantee at the Operating Easement Grantee's cost written approval for the purposes of section 104(3)(b) of the Resource Management Act 1991 or such other support, co-operation and/or assistance that the Operating Easement Grantee reasonably requires to ensure that the Grantee's interests under this Easement are not taken into account by any consent authority considering the Operating Easement Grantee's resource consents; and
- (c) not to directly or indirectly request the Queenstown Lakes District Council and/or the Otago Regional Council to change an existing district plan or regional plan, or include any provision in a proposed district plan or regional plan, or make a submission or attend a hearing in relation to such a change or provision, which might adversely affect the Operating Easement Grantee's electricity business.

8.6 The Grantee covenants not to exercise or permit the exercise of the Grantee's rights under this Deed or to do anything so as to:

- (a) cause the Grantor to breach its obligations under the annexed Deed of Consent, the Operating Easement or any statutory or consent requirement, or
- (b) cause the Operating Easement Grantee to breach its obligations under the Operating Easement, or any statutory or consent requirement.

8.7 The Grantee shall indemnify the Operating Easement Grantee against any loss, loss of expected benefits of the Operating Easement, claim, damage or expense suffered by the Operating Easement Grantee resulting from any breach of the Grantee's obligations under this Deed.

9. COSTS

9.1 Each party shall bear their own costs and expenses in relation to this Deed.

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

10. NO GRANTOR WARRANTY

10.1 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.

11. GRANTEE INDEMNITY

- 11.1 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.
- 11.2 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.

12. GRANTOR'S LIABILITY EXCLUDED

- 12.1 Under no circumstances will the Grantee seek to claim against the Grantor or the Operating Easement Grantee in contract, tort, or otherwise for any expense, costs, loss, injury, or damage whether consequential or otherwise, arising directly or indirectly from this Deed or any activity undertaken by the Grantor or the Operating Easement Grantee on the Easement Land, whether the expense, cost, loss, injury or damage is the direct or indirect result of negligence or otherwise, or results from the exercise by the Operating Easement Grantee of its rights under the Operating Easement.

13. TERMINATION

- 13.1 The Grantor may terminate the rights created by this Deed if the Grantee breaches any of the terms of this Deed and the breach remains unrectified following written notice to the Grantee specifying the breach and seeking rectification within 14 days or such other time provided the parties agree.
- 13.2 If the breach remains unrectified (or is unable to be rectified) then termination must be by written notice from the Grantor.
- 13.3 Upon termination (for whatever reason) of the grant of easement evidenced by this Deed all rights of the Grantee shall immediately cease (subject to clause 12.2 of this Deed) but the Grantee shall not be released from any liability to pay consideration or other moneys up to the date of termination, **AND** the Grantee shall forthwith at its cost decommission and remove all fixtures and works placed by it upon the Easement Land and reinstate the Easement Land.
- 13.4 Upon termination the Grantee shall formally surrender the rights under this Deed and surrender the grant of easement.

14. DISPUTES

- 14.1 If any dispute arises between the Grantor and the Grantee concerning the rights created by this Deed the parties shall enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Easement Land is situated. Such

arbitration shall be determined in accordance with the Arbitration Act 1996, excluding the Second Schedule thereof, and the parties' execution of this Deed shall be deemed to be a submission to arbitration **PROVIDED THAT** this clause shall be subject in all respects to the provisions of section 17 of the Land Act 1948.

15. NOTICES

- 15.1 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: Crown Property Management

The Grantee's Address:

Thomas Guy Mead
Davida Isobel Mead
Lake Hawea Station
LAKE HAWEA

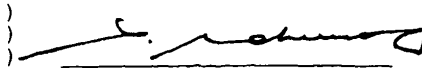
- 15.2 Any notice posted shall be deemed to be served five (5) working days after the date of posting.

16. SEVERABILITY

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

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

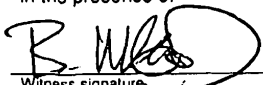
Witnessed
SIGNED for and on behalf of
HER MAJESTY THE QUEEN *by Grant*)
by ~~DAVID JACKSON~~ pursuant to a)
delegation from the Commissioner of)
Crown Lands in the presence of:)



MF Stars
MF Stones
Executive Assistant
Land Information New Zealand

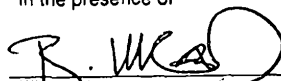
SIGNED by:
THOMAS GUY MEAD
in the presence of


Signature


Witness signature
Riggle Mead
Full Name
Dingleburn Station
Address
Lake Hawea
Occupation
Mother/Partner

SIGNED by:
DAVIDA ISOBEL MEAD
in the presence of


Signature


Witness signature
Riggle Mead
Full Name
Dingleburn Station
Address
Lake Hawea
Occupation
Mother/Partner

COPY OF OPERATING EASEMENT

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RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
Search Copy



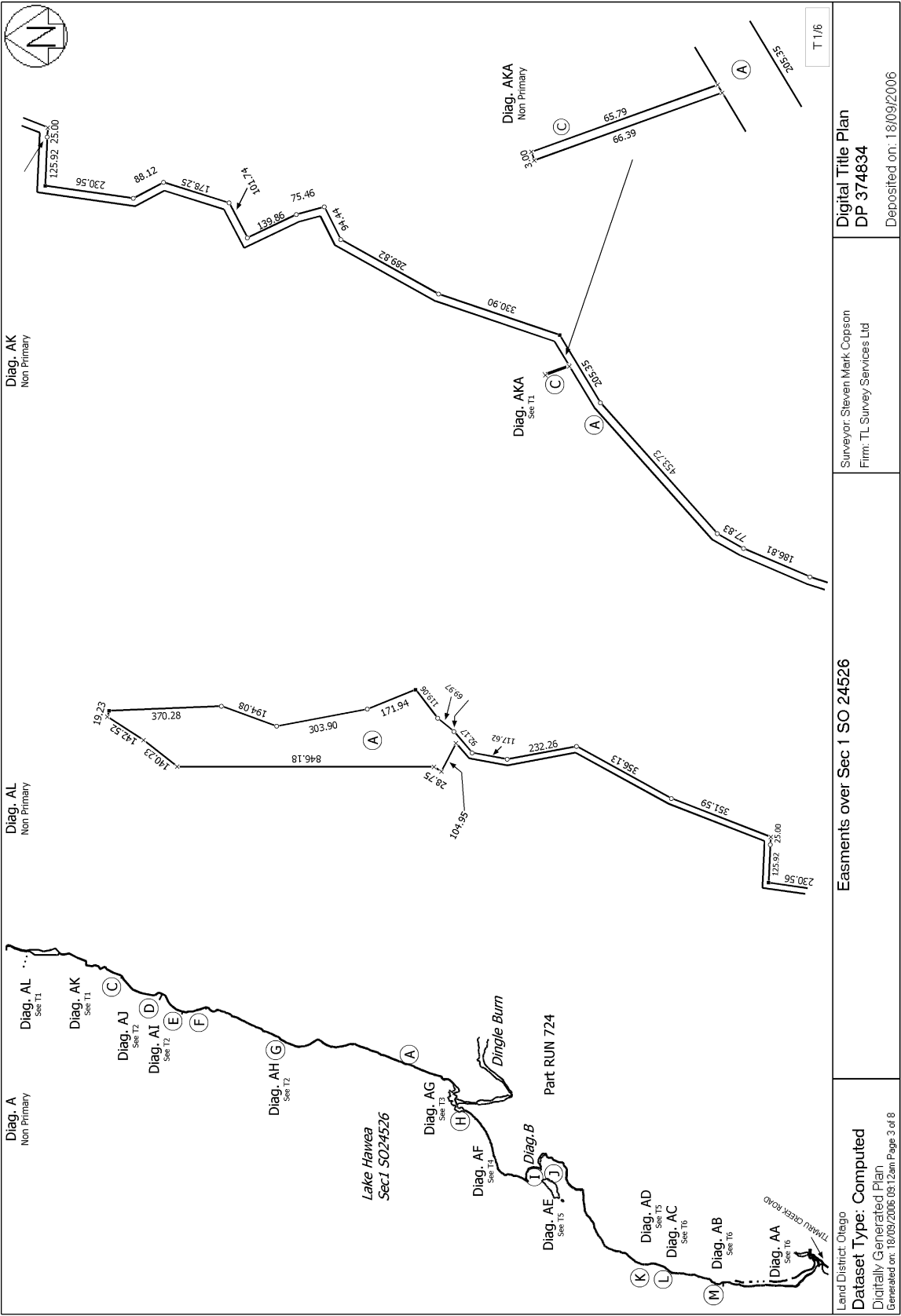

R.W. Muir
Registrar-General
of Land

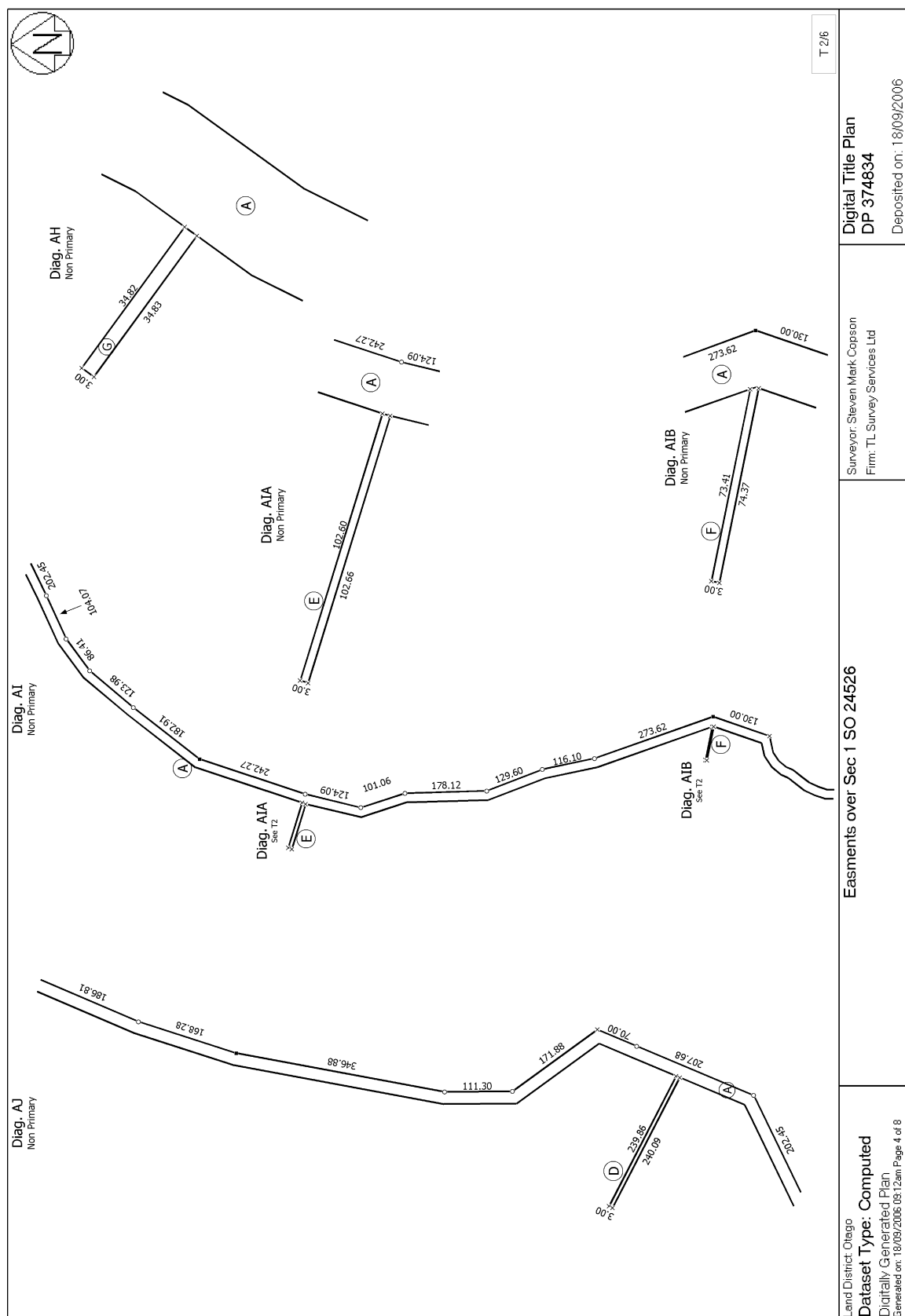
Identifier **335019**
Land Registration District **Otago**
Date Registered 05 February 2007 09:00 am

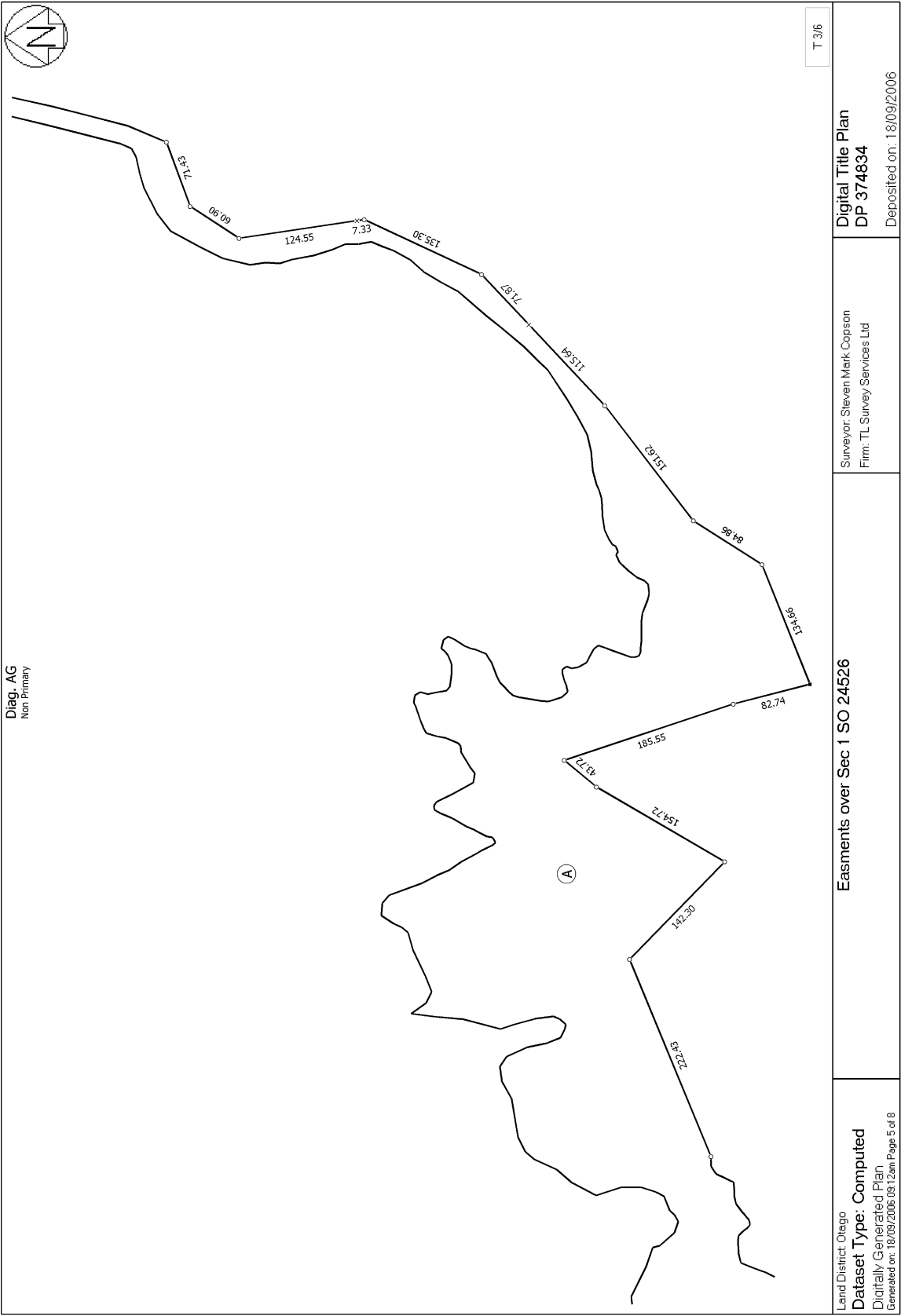
Type	Deed of easement under s60 Land Act 1948	Instrument	YEC 7219115.3
Area	15600.0000 hectares more or less	Term	25 years from the 1.7.2004
Legal Description	Section 1 Survey Office Plan 24526		
Purpose	Right to maintain fencing marked C-M on DP 374834		

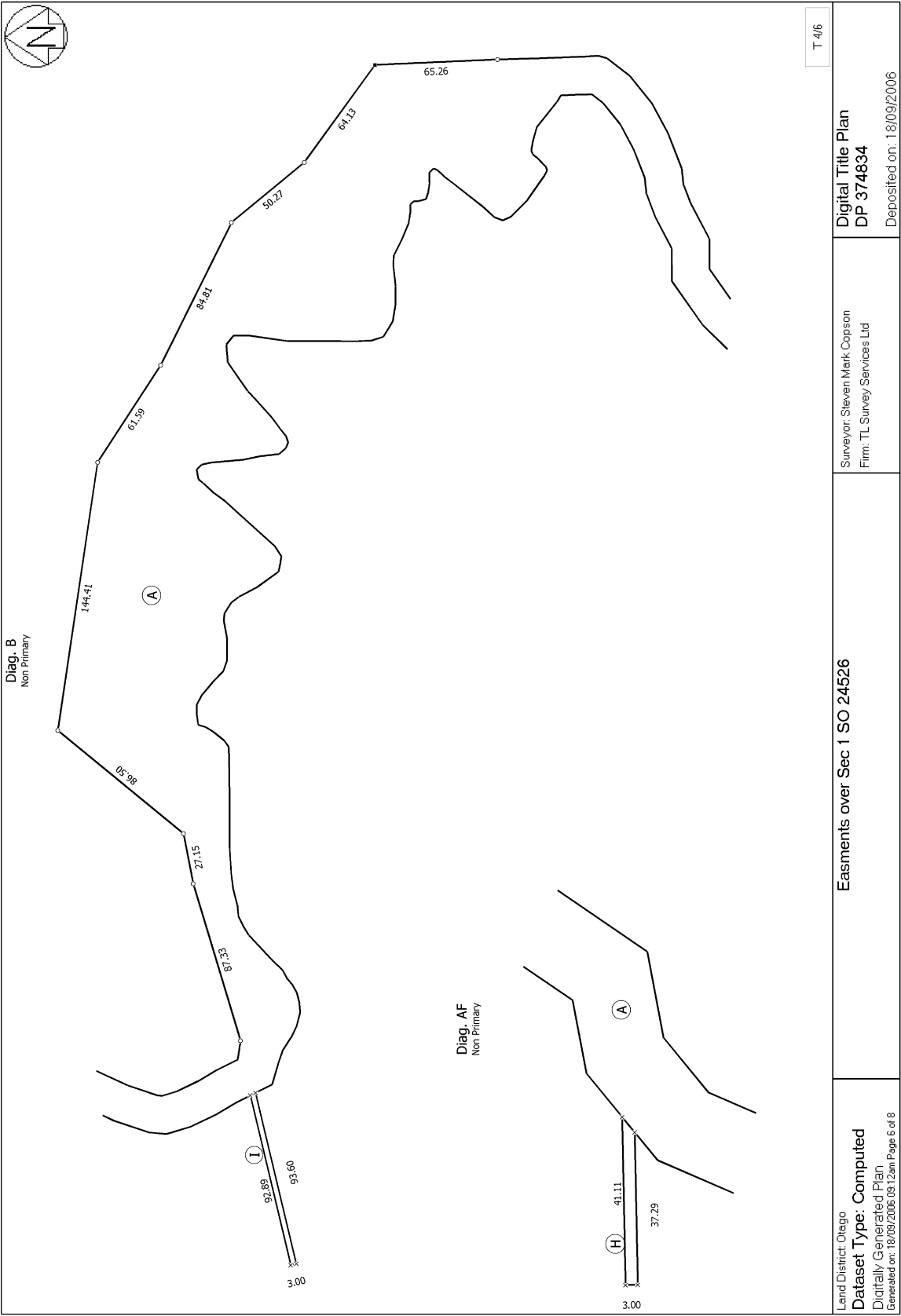
Registered Owners
Her Majesty the Queen

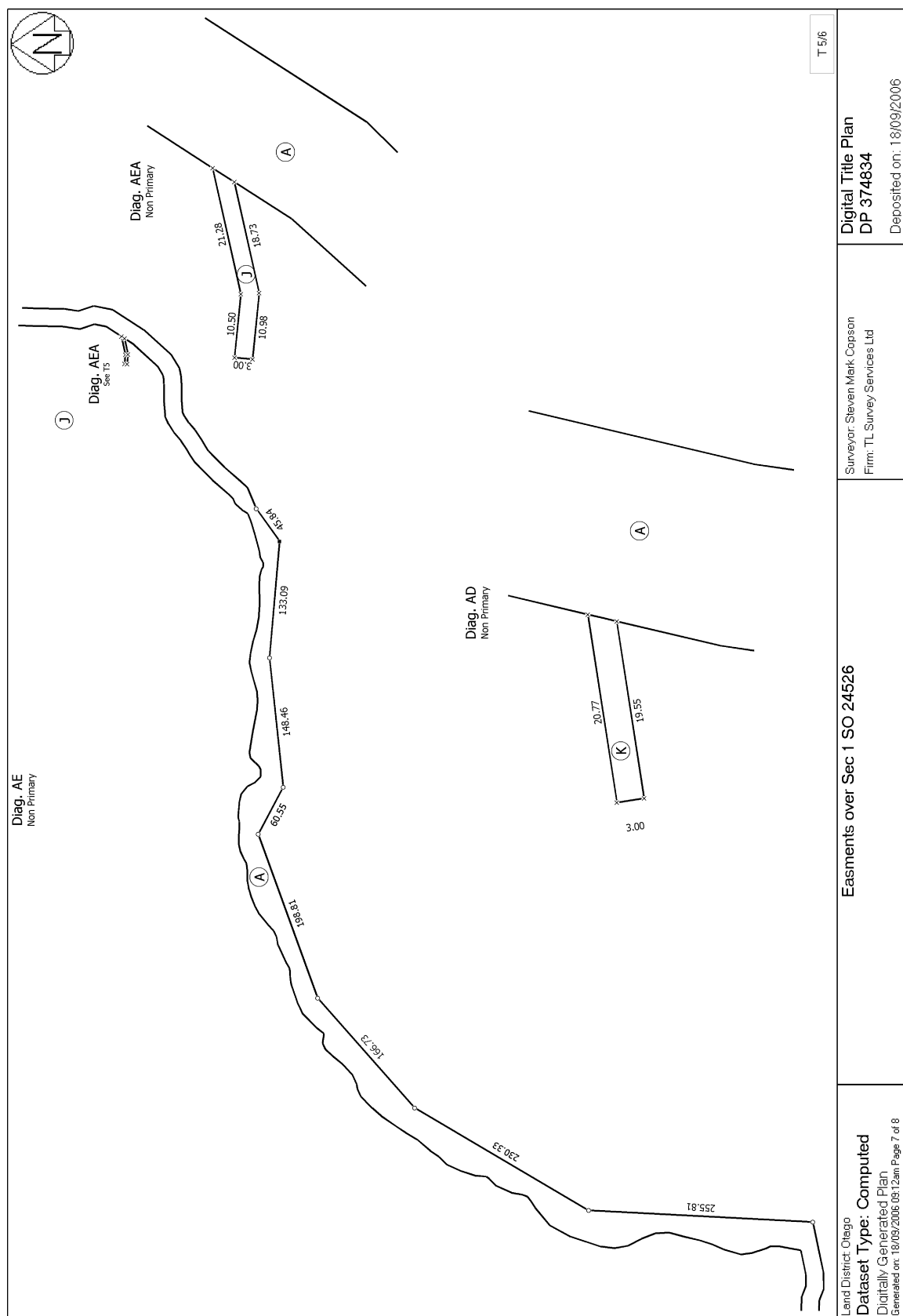
Interests

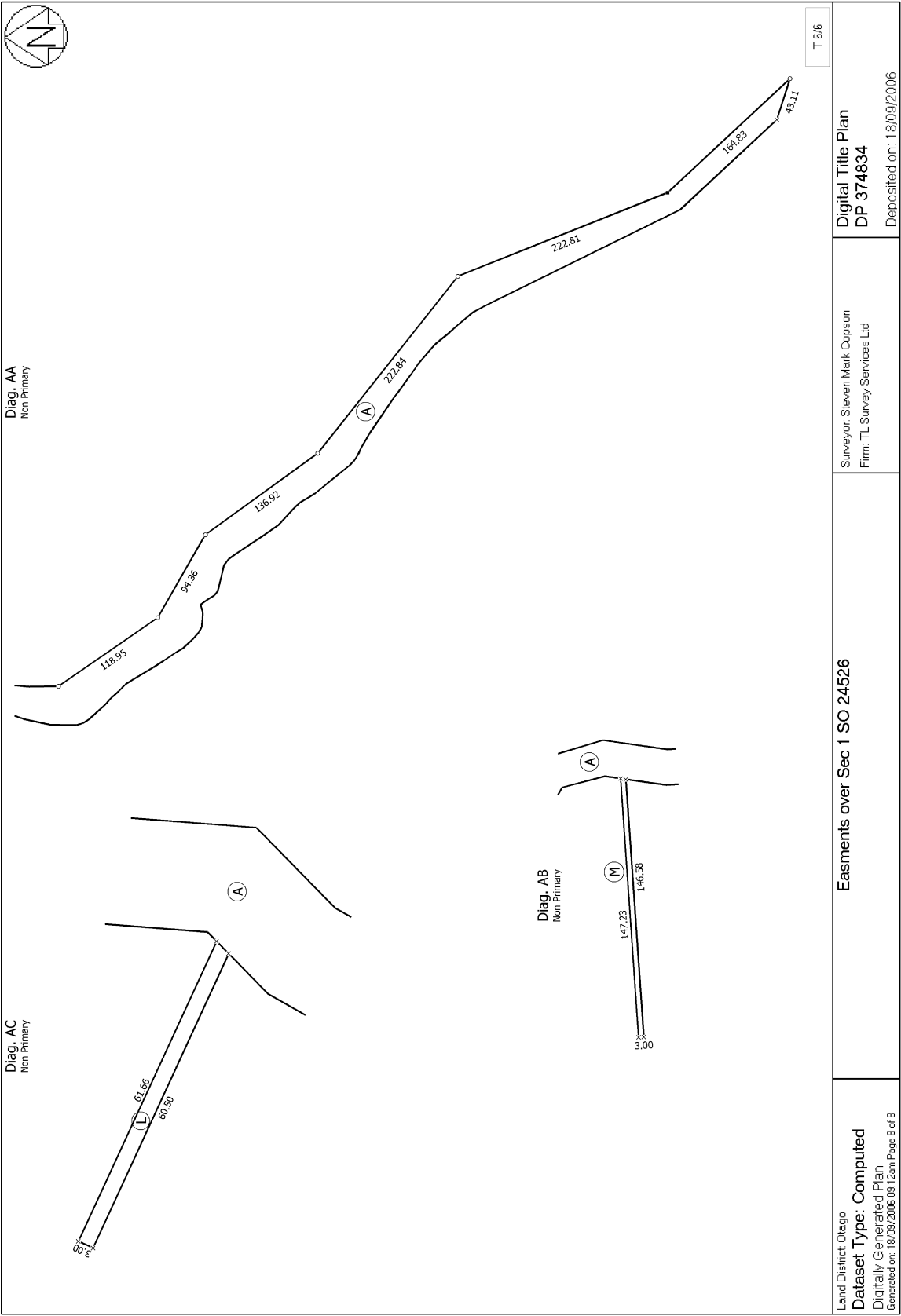












Title Diagram YEC72

Cpy - 01/01.Pgs - 011.21/02/07.10



DocID 110842005

Dated 23 January

200⁷**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

Grantee

THOMAS GUY MEAD and DAVIDA ISOBEL MEAD

DEED OF GRANT OF EASEMENT**DATED** 23 January7
2006**PARTIES**

1. **HER MAJESTY THE QUEEN acting by and through THE COMMISSIONER OF CROWN LANDS** at Wellington ("the Grantor")

A N D

2. **THOMAS GUY MEAD and DAVIDA ISOBEL MEAD** hereinafter with their successors and permitted assigns ("the Grantee")

BACKGROUND

- A. The Grantor owns various land adjoining Lake Hawea including the Easement Land. Parts of the Grantor's land are subject to the Operating Easement Grantee's rights under the Operating Easement. Parts of the Easement Land are unstable and may require land stabilisation works and/or may need to be isolated.
- B. The Grantee is the pastoral lessee of land adjoining the Easement Land.
- C. The Grantee has had, and wishes to retain, the ability to graze stock upon parts of the Easement Land that do not need to be isolated, and/or are not needed for the Grantor's land stabilisation works and/or the Operating Easement Grantee's purposes as required from time to time.
- D. The Grantor has agreed to grant to the Grantee an easement in gross over the Easement Land on the terms and conditions set out in this Deed. The parties agree that this easement will satisfy Schedule C clause 3e of the Agreement dated 9th August 2004 between the Grantee and Grantor.
- E. The Grantee acknowledges that all of the Easement Land is subject to the Operating Easement in favour of the Operating Easement Grantee and this Deed is granted subject to the Operating Easement and subject to the Grantee's compliance with the covenants in this Deed.
- F. The Operating Easement Grantee has consented to the grant of this Deed on the terms and conditions set out herein.

TERMS OF THIS DEED**1. DEFINITIONS AND INTERPRETATION****1.1** In this Deed (including the Schedules):

"Deed" means this deed and the background.

"Easement" means an easement in gross over the Easement Land within which the Grantee may exercise the rights granted by this Deed.

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

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Page 1

"Easement Land" means Area A on DP 374834

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

"Operating Easement Grantee" means the Grantee from time to time under the Operating Easement.

"stock" means sheep and/or cattle.

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 but subject to the limitations expressed in this Deed the Grantor grants to the Grantee, a right to access and remain on the Easement Land for the purpose of grazing stock for a term of 25 years from the 1 July 2004, and further to maintain the fences shown C to M (inclusive) on DP 374834, provided that the rights set out pursuant to this clause are to be exercised in a manner and at levels of intensity necessary and as approved by the Grantor (acting reasonably) from time to time, in order to maintain the stability and sustainability of the Easement Land on an ongoing basis.

2.2 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, provided that the Grantor shall not grant any further rights to graze stock on the Easement Land to any third party for so long as the Grantee's rights pursuant to this clause apply.

2.3 The easement rights granted under this Deed to the Grantee are subject to:

(a) the paramount rights of the Operating Easement Grantee under the Operating Easement; and

(b) 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 \$1.00 plus GST if demanded.

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

4. REGISTRATION

4.1 This Deed will 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 Remain within the Easement Land as appropriate.

5.1.2 Keep all boundary gates closed, except when they are in use for ingress and egress.

5.1.3 Take all reasonable precautions for guarding against any danger (including but without limitation, fire, physical damage or transmission of disease or spread of contaminants), and in particular shall (but without limiting the general obligation to take full and proper precautions pursuant to this clause 5.1.3) comply with all conditions that may be imposed from time to time by the Grantor or any lawful authority.

5.1.4 Ensure that the Grantee's use of the Easement Land and the exercise of its rights under this Deed cause as little damage or disturbance to the Easement Land as is reasonably possible.

5.1.5 Ensure that any damage caused to any part of the Easement Land, including the tracks, fences, gates, drains, buildings or other structures as a result of the Grantee's use of the Easement Land is remedied to the Grantor's reasonable satisfaction, within a reasonable time and at the Grantee's cost.

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 not to obstruct or hamper the Grantor, or any agents, employees and contractors of the Grantor or any other person with legitimate rights in their normal or reasonable use of the Easement Land. In particular, the Grantee acknowledges that the public will be given rights to use the Easement Land.

5.3 The Grantee shall not at any time carry out on the Easement Land any activity which is not provided for under clause 2 of this Deed, or do any other thing which would affect the ability of the Grantor or any other person with legitimate rights to use the Easement Land..

5.4 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.

The Grantee shall at all times keep the Easement Land used by the Grantee clear of noxious weeds, pests, disease and contaminants consistent with reasonably prudent farming practice.

6. GRANTOR'S RIGHT TO RESTRICT ACCESS TO LAND

- 6.1 The rights granted under this Deed to the Grantee are subject to the Grantor's right to restrict access to and use of, and/or to fence off, all or any parts of the Easement Land that the Grantor considers to be unstable, dangerous and/or in need of protection from time to time.
- 6.2 The Grantor shall be entitled to give verbal and/or written notice to the Grantee of any restriction in use of the Easement Land under clause 6.1 from time to time, and any such restriction shall be effective immediately or at the end of any period of time specified in the notice.

7. ASSOCIATED RIGHTS AND ACCESS

- 7.1 The Grantee must obtain the prior approval of the Grantor before constructing any tracks on the Easement Land and any such tracks must not impact on the stability and/or sustainable use of the land.
- 7.2 The Grantee shall maintain at its own expense all fences needed in conjunction with the exercise of the rights set out in clause 2.1, provided that the Grantee shall not be responsible for any fences constructed by the Grantor under clause 6.
- 7.3 In order to facilitate the Grantee's use of the rights granted under clause 2.1, the Grantee may clear, burn and/or spray the Easement Land, provided that the Grantee obtains the prior approval of the Grantor and all necessary statutory and local authority consents.
- 7.4 The Grantee shall be permitted to maintain the eight existing fences into Lake Hawea for stock management purposes however these must be marked to identify them as a hazard and the Grantor reserves the right to require the Grantee to remove any or all fences on the Easement Land at the Grantee's cost and risk in all respects should they be deemed at the sole discretion of the Grantor a hazard to the public.
- 7.5 The Grantee shall not be permitted to construct any additional fences into Lake Hawea without the prior approval of the Grantor.
- 7.6 Notwithstanding anything else contained in this Deed, if the Grantor determines in its sole discretion that the Grantee's use of the Easement Land is a hazard to the waterway being Lake Hawea then the Grantor may require the Grantee to temporarily or permanently cease grazing over all or parts of the Easement Land.
- 7.7 If the Grantor advises the Grantee that the fences into Lake Hawea are a hazard then Clause 7.4 will apply and the Grantee must remove all fences into Lake Hawea and the Grantor shall not be liable for the costs to reinstate fences on an alignment to be agreed between the parties to control grazing.
- 7.8 If the actions taken under 7.6 and 7.7 have the effect of reducing the available area for the Grantee to graze, or the Grantee suffers any other loss, the Grantor shall not be liable to pay to the Grantee any compensation for such termination.

8. OPERATING EASEMENT

- 8.1 The Grantor and the Grantee acknowledge and agree that the Grantee's rights contained in this Deed are subject to the provisions of the Operating Easement and the Operating Easement Grantee's rights under the Operating Easement.

The provisions of the Operating Easement and the Operating Easement Grantee's rights under the Operating Easement shall have priority to this Deed and the rights granted under it.

- 8.2 The Grantee covenants that when it exercises its rights under this Deed it shall do so at all times in a manner so as not to obstruct or hamper the Operating Easement Grantee or the agents, employees and contractors of the Operating Easement Grantee in the exercise of the Operating Easement Grantee's rights under the Operating Easement.

- 8.3 The Grantee shall not carry out on the Easement Land any activity or do any other thing which may affect the ability of the Operating Easement Grantee to exercise the Operating Easement Grantee's rights under the Operating Easement.

- 8.4 The Grantee shall at all times comply with the covenants of the Grantor under the Operating Easement, so far as those covenants relate to the Easement Land, as if those covenants were set out in this Deed.

- 8.5 The Grantee acknowledges that the Operating Easement Grantee holds registered rights over the Easement Land as set out in the Operating Easement in connection with its electricity business. As a result, the Grantee agrees to do the following, in its capacity as Grantee under this Easement only:

- (a) not to submit against or object for the purposes of the Resource Management Act 1991 to applications that the Operating Easement Grantee may make for, or in relation to, resource consents associated with its electricity business from time to time;
- (b) upon written request from time to time, promptly provide to the Operating Easement Grantee at the Operating Easement Grantee's cost written approval for the purposes of section 104(3)(b) of the Resource Management Act 1991 or such other support, co-operation and/or assistance that the Operating Easement Grantee reasonably requires to ensure that the Grantee's interests under this Easement are not taken into account by any consent authority considering the Operating Easement Grantee's resource consents; and
- (c) not to directly or indirectly request the Queenstown Lakes District Council and/or the Otago Regional Council to change an existing district plan or regional plan, or include any provision in a proposed district plan or regional plan, or make a submission or attend a hearing in relation to such a change or provision, which might adversely affect the Operating Easement Grantee's electricity business.

Notwithstanding anything else contained in this clause 8, clause 8.5 of this Deed shall apply in place of, and not in addition to, the relevant provisions of clause 15 of the Operating Easement.

- 8.6 The Grantee covenants not to exercise or permit the exercise of the Grantee's rights under this Deed or to do anything so as to:

- (a) cause the Grantor to breach its obligations under the annexed Deed of Consent, the Operating Easement or any statutory or consent requirement, or
- (b) cause the Operating Easement Grantee to breach its obligations under the Operating Easement, or any statutory or consent requirement.

8.7 The Grantee shall indemnify the Operating Easement Grantee against any loss, loss of expected benefits of the Operating Easement, claim, damage or expense suffered by the Operating Easement Grantee resulting from any breach of the Grantee's obligations under this Deed.

9. COSTS

9.1 Each party shall bear their own costs and expenses in relation to this Deed.

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

10. NO GRANTOR WARRANTY

10.1 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.

11. GRANTEE INDEMNITY

11.1 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.

11.2 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.

12. GRANTOR'S LIABILITY EXCLUDED

12.1 Under no circumstances will the Grantee seek to claim against the Grantor or the Operating Easement Grantee in contract, tort, or otherwise for any expense, costs, loss, injury, or damage whether consequential or otherwise, arising directly or indirectly from this Deed or any activity undertaken by the Grantor or the Operating Easement Grantee on the Easement Land, whether the expense, cost, loss, injury or damage is the direct or indirect result of negligence or otherwise, or results from the exercise by the Operating Easement Grantee of its rights under the Operating Easement.

13. TERMINATION

13.1 The Grantor may terminate the rights created by this Deed if the Grantee breaches any of the terms of this Deed and the breach remains unrectified following written notice to the Grantee

specifying the breach and seeking rectification within 14 days or such other time provided the parties agree.

- 13.2 If the breach remains unrectified (or is unable to be rectified) then termination must be by written notice from the Grantor.
- 13.3 Upon termination (for whatever reason) of the grant of easement evidenced by this Deed all rights of the Grantee shall immediately cease (subject to clause 13.2 of this Deed) but the Grantee shall not be released from any liability to pay consideration or other moneys up to the date of termination, **AND** the Grantee shall forthwith at its cost decommission and remove all fixtures and works placed by it upon the Easement Land and reinstate the Easement Land.
- 13.4 Upon termination the Grantee shall formally surrender the rights under this Deed and surrender the grant of easement.

14. DISPUTES

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

15. NOTICES

- 15.1 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: Crown Property Management

The Grantee's Address:

Thomas Guy Mead
Davida Isobel Mead
Dingleburn Station

Lake Hawea

PO Box 239

WANAKA

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

16. SEVERABILITY

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

IN WITNESS WHEREOF 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*
by **PAUL JACKSON** pursuant to a
delegation from the Commissioner of
Crown Lands in the presence of:

MF Stones
MF Stones
Executive Assistant
Land Information New Zealand.

SIGNED by:
THOMAS GUY MEAD
in the presence of

TS Mead
Signature

Brigitte Mead
Witness Signature

Brigitte Mead
Full Name

Dingleburn Station
Address

Lake Hawea
Occupation

Mother/Farmer

SIGNED by:
DAVIDA ISOBEL MEAD
in the presence of

DMead
Signature

B. Mead
Witness signature
Brigitte Mead
Full Name
Dingleburn Station
Address
Lake Hawea
Occupation
Mother/Farmer

COPY OF OPERATING EASEMENT

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