

**NGĀTI RUAPANI MAI WAIKAREMOANA**

**and**

**THE CROWN**

---

**DEED TO AMEND  
NGĀTI RUAPANI MAI WAIKAREMOANA DEED OF  
SETTLEMENT**

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**DEED TO AMEND NGĀTI RUAPANI MAI WAIKAREMOANA DEED OF  
SETTLEMENT**

**THIS DEED** is made on the            day of *1 september* 20*20*.

**BETWEEN**

**THE TRUSTEES OF THE NGĀTI RUAPANI MAI WAIKAREMOANA TRUST** (the  
"governance entity")

**AND**

**THE CROWN**

## 1. BACKGROUND

- A. Ngāti Ruapani mai Waikaremoana and the Crown are parties to a Deed of Settlement dated 25 February 2026 (the "**deed of settlement**").
- B. Ngāti Ruapani mai Waikaremoana and the Crown wish to enter this deed to formally record certain amendments to the deed of settlement, in accordance with clause 5.1 of the general matters schedule to the deed of settlement.

**IT IS AGREED** as follows:

### **EFFECTIVE DATE OF THIS DEED**

- 1.1 This deed takes effect when it is properly executed by the parties.

### **EASEMENT IN FAVOUR OF GENESIS**

- 1.2 The parties agree and record that, as a result of the implementation of clause 5A.6 of the deed of settlement, -
  - 1.2.1 agreement has now been reached on the form of an easement in favour of Genesis over the Affected Properties and an easement in that form, which has been set out in appendix 1 to this deed, will be inserted into the documents schedule to the deed of settlement; and
  - 1.2.2 the Affected Properties will vest on the "vesting date", being the date provided for those properties to vest by part 4 of the settlement legislation.

### **PART ONEPOTO CONSERVATION AREA**

- 1.3 The parties agree that Part Onepoto Conservation Area is not RFR land and instead is additional Te Urewera land which may be vested in Te Urewera on the terms provided by part 4 of the settlement legislation.
- 1.4 The parties agree and record that landfill areas are known to occur on this land, and new clause 5A.8 will provide for this in regard to additional Te Urewera land provisions.

### **AMENDMENTS TO THE DEED OF SETTLEMENT**

- 1.5 To give effect to clauses 1.2, 1.3, and 1.4 the deed of settlement -
  - 1.5.1 is amended by making the amendments set out in schedule 1 and appendices 1 and 2 to this deed; but
  - 1.5.2 remains unchanged except to the extent provided by this deed.

### **DEFINITIONS AND INTERPRETATION**

- 1.6 Unless the context otherwise requires -
  - 1.6.1 terms or expressions defined in the deed of settlement have the same meanings in this deed; and
  - 1.6.2 the rules of interpretation in the deed of settlement apply (with all appropriate changes) to this deed.

**COUNTERPARTS**

- 1.7 This deed may be signed in counterparts which together shall constitute one agreement binding on the parties, notwithstanding that both parties are not signatories to the original or same counterpart.

SIGNED as a Deed to Amend on 1<sup>st</sup> day of

September 20 26

SIGNED for and on behalf of  
THE CROWN by the Minister for Treaty of  
Waitangi Negotiations in the presence of:

)  
)  
)

Honourable Paul Goldsmith

Signature of Witness

Hannah Watts

Witness Name

Private Secretary

Occupation

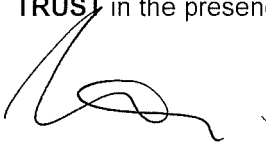
Wellington

Address

DEED TO AMEND NGĀTI RUAPANI MAI WAIKAREMOANA DEED OF SETTLEMENT

SIGNED by the Trustees of the

the NGĀTI RUAPANI MAI WAIKAREMOANA )  
TRUST in the presence of:



Signature of Witness

WAIRETI AMAI

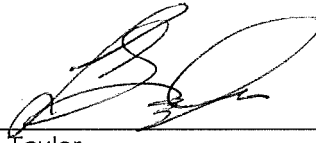
Witness Name

PROJECT MANAGER

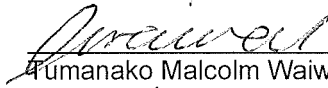
Occupation

TŪWAI

Address



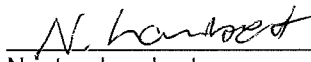
Lorna Taylor



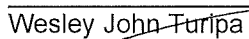
Tumanako Malcolm Waiwai



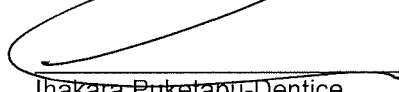
Nina (Nicky) Kirikiri



Neuton Lambert



Wesley John Turipa



Ihakara Puketapu-Dentice

## SCHEDULE 1

## AMENDMENTS TO THE DEED OF SETTLEMENT

## Deed of Settlement

| Current part and reference | Amendment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Clause 5A.3                | <p>"draft settlement bill" is deleted from clause 5A.3.1 and replaced with "settlement legislation".</p> <p> "." at the end of clause 5A.3.3 is deleted and replaced with "; and".</p> <p>A new clause 5A.3.4 is inserted as follows:<br/> <b>"vesting date"</b> has the meaning given to it in the settlement legislation"</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Clause 5A.4                | <p> ", on the terms provided by the draft settlement bill," is deleted from the first line of this clause.</p> <p> "settlement date" is deleted from clause 5A.4.1 and replaced with "vesting date".</p> <p> "sections 35 to 42 of the draft settlement bill" is deleted from clause 5A.4.3 and replaced with "the settlement legislation".</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Clause 5A.6                | <p> ", or procure that Te Urewera Board grants," is inserted after "must grant" in clause 5A.6.1.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| New clause 5A.8            | <p>A new clause 5A.8 is inserted immediately after the existing clause 5A.7 as follows:</p> <p>"5A.8 The Crown wishes to record the following in relation to Part Onepoto Conservation Area:</p> <p>5A.8.1 The scope and extent of any landfill areas and contamination will be investigated so that these areas can be excluded from any future vesting of additional Te Urewera land.</p> <p>5A.8.2 The Department of Conservation takes a national approach to investigating and managing contamination and this landfill is not currently in the short-to-medium term priorities for investigation or remediation.</p> <p>5A.8.3 The inclusion of this property as additional Te Urewera land does not commit the Department of Conservation to bringing forward the priority for investigation and management of this contaminated land. If vesting is to be considered, this work</p> |

| Current part and reference | Amendment                                                                         |
|----------------------------|-----------------------------------------------------------------------------------|
|                            | would be a pre-requisite for determining which areas were available for vesting.” |
| Clause 6.17                | This clause is deleted.                                                           |

### Documents Schedule

| Current part and reference | Amendment                                                                                                                                                                                                                                                                                                                                        |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Part 1.1                   | <p>“[Note: the parties acknowledge that the terms of this easement will need to be inserted at a later stage.]” is deleted from below the heading of this part.</p> <p>The square brackets around “<b>Genesis Energy Easement</b>” are deleted.</p> <p>The easement in the form set out in appendix 1 to this deed is inserted in this part.</p> |

### Attachments

| Current part and reference | Amendment                                                                                       |                                                                                                                                                              |                            |
|----------------------------|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| Part 2.2                   | The plan in this part is deleted and replaced with the plan set out in appendix 2 to this deed. |                                                                                                                                                              |                            |
| Part 3                     | The below row of the table in this part is deleted:                                             |                                                                                                                                                              |                            |
|                            | Part Onepoto Conservation Area                                                                  | <i>Gisborne Land District - Wairoa District</i><br><br>16.1 hectares, approximately, being Part Section 8 Block III Waiau Survey District. Subject to survey | Department of Conservation |

**APPENDIX 1: GENESIS ENERGY EASEMENT**

**Easement instrument to grant easement or *profit à prendre***  
Section 109, Land Transfer Act 2017

|                  |                                |
|------------------|--------------------------------|
| Grantor          | Surname(s) must be underlined. |
| TE UREWERA BOARD |                                |

|                        |                                |
|------------------------|--------------------------------|
| Grantee                | Surname(s) must be underlined. |
| GENESIS ENERGY LIMITED |                                |

**Grant of Easement or Profit à prendre**

The Grantor, being the registered owner of the Burdened Land set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s)* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

**Schedule A**

| Purpose                             | Shown (plan reference)                                                                  | Burdened Land        | Benefited Land |
|-------------------------------------|-----------------------------------------------------------------------------------------|----------------------|----------------|
| Right of Way                        | Area A on SO 626952<br><i>Raekahu Access Rd</i>                                         | Section 12 SO 626952 | In gross       |
|                                     | Areas A to R on DP 631833<br>(being all of Section 12 SO 8881)                          | Section 12 SO 8881   |                |
| Right to Convey and Store Water     | Areas A & B SO 626936<br><i>Onepoto Tunnel</i>                                          | Section 1 SO 626936  |                |
|                                     | Area A on DP 631833<br><i>Lake Kaitawa and small part of shore line</i>                 | Section 12 SO 8881   |                |
| Right to Convey Tele-communications | Areas A & B SO 626936<br><i>Onepoto Tunnel</i>                                          | Section 1 SO 626936  |                |
|                                     | Areas C, G, H, M and R on DP 631833                                                     | Section 12 SO 8881   |                |
|                                     | Area E SO 626936<br><i>Onepoto to Kaitawa Fibre</i>                                     | Section 3 SO 626952  |                |
| Right to Convey Electricity         | Area A & B SO 626936<br><i>Onepoto Tunnel</i>                                           | Section 1 SO 626936  |                |
|                                     | Areas B, C, D, E, F, Q and R on DP 631833<br><i>Transmission line near Lake Kaitawa</i> | Section 12 SO 8881   |                |

**Easements or profits à prendre rights and powers (including terms, covenants and conditions)**

The rights and powers implied in specific classes of easement by the Land Transfer Regulations 2018 and/or the Fifth Schedule of the Property Law Act 2007 are negated and substituted by the provisions set out in the annexure schedule.

## Annexure Schedule

## Insert type of instrument

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## EASEMENTS RIGHTS, POWERS, TERMS, AND CONDITIONS

## 1 Acknowledgements and the parties' relationship

## 1.1 Subject to the terms of this easement:

- (a) the parties acknowledge that the Easement Area is located on Te Urewera land, held and administered in accordance with the Te Urewera Act 2014 and Te Kawa o Te Urewera; and
- (b) the Grantee acknowledges and agrees to act in a manner that respects and reflects that Te Urewera context.

## 1.2 The parties acknowledge:

- (a) their shared use of the Burdened Land;
- (b) the Grantor's connection to the Burdened Land as further set out in the Te Urewera Act 2014; and
- (c) the importance to the Grantee of the rights granted by this easement for its continued operations.

## 1.3 The parties agree to continue to work with each other in good faith, reflecting their shared intention to be transparent and open in their dealings with each other, and work toward prompt and fair resolution of any differences that may arise.

## 2 Definitions

## 2.1 In this easement:

- (a) **Access Tracks** includes roads, tracks, access ways, and infrastructure or material required to surface, create, support and protect such access tracks, including bridges, retaining structures, pipes and culverts.
- (b) **Consents** means any resource (or other) consent(s) authorising the Grantee's operations from time to time on and within the Burdened Land.
- (c) **construct** includes to lay and install.
- (d) **Current Resource Consents** means the consents the Grantee holds for the operation of the Waikaremoana Power Scheme as at the date of this easement, being the consents listed in Appendix 2.
- (e) **Decommissioning Plan** means the decommissioning plan referred to in clause 13.
- (f) **Easement Area or Easement Areas** means as relevant, the Electricity Easement Area, the Telecommunications Easement Area, the Right of Way Easement Area, and the Right to Convey and Store Water Easement Area.
- (g) **Electricity Easement Area** means those parts of the Burdened Land identified in Schedule A as subject to a right to convey electricity.

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- (h) **Electricity Line:**
- (i) means wires, cables (containing wire) or conductors of any other kind, and includes ducts, surface boxes, towers, poles, transformers, switching gear, insulators, casings, fixtures, fittings, conduits, tunnels; and
  - (ii) includes any other thing used or intended to be used for generating, converting or transforming electricity, and for supporting, enclosing, surrounding, or protecting any such wire, cable, conductor or equipment, and
  - (iii) includes any part of an Electricity Line.
- (i) **Electricity Works** means any work, fitting, or thing, used or designed or intended for use, in or in connection with the generation, transformation, conversion, storage or conveying of electricity, and includes Electricity Lines, and anything in replacement or substitution.
- (j) **Equipment** means the Electricity Works, the Telecommunications Works, and the Water Works.
- (k) **Grantee** means Genesis Energy Limited and includes all its related parties, subsidiaries, successors, assigns, and any joint venture partner or limited partnership, and where the context permits, includes its licensees, inspectors, personal representatives, employees, contractors, agents, and invitees.
- (l) **Grantor** includes, where the context permits, the successors in title, assigns, tenants, transferees, personal representatives, employees, contractors, agents and invitees (including members of the public) of the Grantor.
- (m) **HSW Act** means the Health and Safety at Work Act 2015, any regulations under that Act, and any other relevant approved codes of practice, standards or rules relating to health and safety (or any amended or replacement legislation).
- (n) **maintain** includes to repair, alter, renew, replace, enlarge, upgrade, or remove.
- (o) **Monitoring Equipment** means monitoring and measuring equipment and structures, safety devices and similar equipment to monitor water, ground, and air conditions, including as permitted or contemplated by the Consents.
- (p) **Right of Way Easement Area** means those parts of the Burdened Land identified in Schedule A as being subject to a right of way.
- (q) **Right to Convey and Store Water Easement Area** means those parts of the Burdened Land identified in Schedule A as being subject to a right to convey and store water.
- (r) **telecommunication** means the conveyance by electromagnetic means from one device to another of any encrypted or non-encrypted sign, signal, impulse, writing, image, sound, instruction, information, or intelligence of any nature, whether for the information of any person using the device or not.
- (s) **Telecommunications Easement Area** means those parts of the Burdened Land identified in Schedule A as being subject to a right to convey telecommunications.
- (t) **Telecommunications Line:**

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- (i) means a wire or a conductor of any other kind (including a fibre optic cable) used or intended to be used for the transmission or reception of signs, signals, impulses, writing, images, sounds, instruction, information, or intelligence of any nature by means of any electromagnetic system; and
- (ii) includes any pole, insulator, casing, fixture, tunnel, or other equipment or material used or intended to be used for supporting, enclosing, surrounding, or protecting any of those wires or conductors; and
- (iii) includes any part of a Telecommunications Line.
- (u) **Telecommunications Works** means a Telecommunications Line, and includes any instrument, machinery, engine, excavation, or work, of whatever description, used in relation to, or in any way connected with, a Telecommunications Line.
- (v) **vegetation** means any plant, and includes trees, bushes, shrubs and grasses.
- (w) **Waikaremoana Power Scheme** means the hydro-electric power scheme comprising of the management of Lakes Waikaremoana, Kaitawa and Whakamarino, and the Waikaretaheke River, including the Kaitawa, Tuai and Piripaua power stations, and including all associated infrastructure, intake tunnels, takes, dams, diversions, discharges, communications infrastructure and other infrastructure associated with that scheme.
- (x) **Water Works** means any anchor, pipe, pipeline, conduit, pump, bridge, utility and services connections, canals, dams, structures, equipment (including safety devices), syphons, jetties, booms, floating equipment, surge chambers, intake and outlet structures, power reticulation and communication lines and tail races, and any other improvements, and appurtenances or works used or associated with the taking, conveyance, containment, storage, monitoring, use and/or discharge or disposal of water, and anything in replacement or substitution.
- (y) **working day** means any day of the week other than:
  - (i) a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Te Rā Aro ki a Matariki/Matariki Observance Day, and Labour Day; and
  - (ii) if Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday; and
  - (iii) a day in the period commencing with 25 December and ending with 16 January in the following year; and
  - (iv) the day observed as Auckland anniversary.

**3 Grant of easements**

3.1 The Grantor grants to the Grantee the right for the Grantee from time to time and at all times as follows:

***Convey and Store Water Easement:***

- (a) to take and convey water in free and unimpeded flow from the source of supply or point of entry and through, over, and under the Right to Convey and Store Water Easement Area, using the Water Works; and

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- (b) to store water on, over, and under the Right to Convey and Store Water Easement Area, using the Water Works;

***Right of Way Easement:***

- (c) to go over and along the Right of Way Easement Area, without obstruction or restriction, and with or without:

- (v) any kind of vehicle, machinery or implement;
- (vi) for Area A on DP 631833, any kind of vessel; and
- (vii) any Equipment or Monitoring Equipment;

***Electricity Easement:***

- (d) to lead and convey electricity and electrical impulses without interruption or impediment from the point of entry through, over, and under, the Right to Convey Electricity Easement Area, using the Electricity Works; and

***Telecommunications Easement:***

- (e) to lead and convey telecommunications without interruption or impediment through, over, and under, the Telecommunications Easement Area, using the Telecommunications Works.

**4 Notification and consultation process for easement activities**

- 4.1 Both parties agree to comply with the notification and consultation process set out in Appendix 1, in relation to the Grantee exercising its rights under this easement.

**5 Additional easement rights**

- 5.1 All of the easements include the right for the Grantee to:

- (a) use and operate the Equipment situated in the relevant Easement Area for the purpose of the easement granted, and generally for the purpose of the Grantee's electricity generation and transmission business;
- (b) (except in relation to the right to convey electricity) convey any electricity necessary to operate any pump or other equipment that is part of the Equipment, Monitoring Equipment, or Access Tracks; and
- (c) use any existing Access Tracks on the Burdened Land to access the Easement Areas, or for the purposes of the Right of Way.

**6 Construction, maintenance, and other rights and obligations**

- 6.1 The Grantee may enter and temporarily remain on the Burdened Land to:

- (a) construct and maintain any Equipment on or in the Easement Area (including excavating any land within the Easement Area for the purpose of that construction or maintenance);
- (b) construct and maintain Access Tracks on the Burdened Land;

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- (c) construct, maintain use and operate Monitoring Equipment on the Easement Area;
  - (d) remove sediment, rock, vegetation, or any structure, building or improvement, from on or about the Easement Area which, in the reasonable opinion of the Grantee is, or may:
    - (i) create any risk or hazard to the Grantee's use of the Equipment and the Easement Area;
    - (ii) impede the Equipment, the use and operation of the Equipment, or the efficient generation of electricity by the Grantee; or
    - (iii) cause danger, injury or damage to any people or property;
  - (e) deposit sediment, rock, vegetation, or other material, on or about the Easement Area;
  - (f) remove aquatic weed from the Right to Convey and Store Water Easement Area, (and from those parts of the Grantee's adjacent freehold land on which the Grantee also stores water), and store such weed on that Easement Area;
  - (g) undertake works (including, by way of example, construct and maintain gabion baskets) and/or planting vegetation on the Easement Area as the Grantee deems necessary to limit or minimize erosion, land slippage or landslides (or damage as a result of such events);
  - (h) operate drones and any other remote operated vehicles on, over or above the Easement Area;
  - (i) construct and maintain signage, cable markers, or fencing on or about the Burdened Land as required for health and safety reasons;
  - (j) permit stormwater run-off from any Access Track, onto the Burdened Land; and
  - (k) do other acts and things as are reasonably necessary for the exercise of the rights granted by this easement (including any activity or works contemplated by or required as a condition of the Consents, or to remedy any breach of this easement by the Grantor).
- 6.2 The Grantee must ensure that all Equipment, the Access Tracks, the Monitoring Equipment, and other structures or infrastructure installed by the Grantee on the Burdened Land under this easement, are maintained:
- (a) using reasonable care and skill, and in a good and professional manner; and
  - (b) in good repair so as to not be or become a danger to any user or occupier of the Burdened Land (or any surrounding land) including the general public.
- 7 Grantee to minimise disruption**
- 7.1 The Grantee will, when entering the Burdened Land and exercising any rights under this easement:
- (a) ensure that as little disturbance as possible is caused to the Grantor and the Burdened Land (although the Grantor accepts that this provision shall not prevent the Grantee from exercising any rights granted to it in this easement); and

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(b) when carrying out any work:

- (i) promptly repair and make good any damage the Grantee causes to the Burdened Land; and
- (ii) on completion of any work, promptly restore the surface of the Burdened Land to the condition it was in immediately prior to the commencement of those works, to the extent reasonably practicable having regard to the nature of the easement rights exercised.

**8 Biosecurity and hazardous materials**

8.1 The Grantee shall, at all times:

- (a) ensure that all of the Grantee's rubbish and debris is removed from the Easement Area and the Burdened Land as soon as reasonably practicable;
- (b) keep all vehicles, machinery and tools entering the Burdened Land reasonably clean;
- (c) take all reasonably practicable steps to ensure that it does not introduce any exotic flora or fauna on to the Burdened Land.

**9 Restrictions on Grantor's use of the Burdened Land**

9.1 The restrictions in clause 9.2(a) to 9.2(c) do not apply to any buildings, structures, vegetation, improvements, or other works existing on the Easement Area as at the date of this easement (**Existing Improvements**), or to the maintenance, repair, or like-for-like replacement of any Existing Improvements, provided that no such maintenance, repair, or replacement increases the footprint or dimensions of the Existing Improvement.

9.2 The Grantor will not do anything on the Easement Area that will interfere with the Grantee's rights under this easement. In particular, the Grantor or other persons authorised (whether expressly or impliedly) by the Grantor will not:

- (a) erect any buildings or structures (including without limitation any sheds, fences, roads, walls or driveways) on the Easement Area, or within 5 metres of the boundary of the Electricity Easement Area,
- (b) plant any vegetation on the Electricity Easement Area, Telecommunication Easement Area, the Right to Convey and Store Water Easement Area, or on any areas which may restrict or interfere with the use of any Access Tracks;
- (c) make any alterations or additions affecting the overall dimensions of any existing buildings or structures on the Easement Area;
- (d) do anything on the Easement Area that may damage or endanger the Equipment, including anything that would in any way reduce the clearance of any Equipment above or below ground level;
- (e) disturb any survey pegs or markers placed on the Easement Area by the Grantee;
- (f) cause the flow of the water flowing through the Store and Convey Water Easement Area to be polluted or diminished;

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- (g) disturb or permit to be disturbed the soil below a depth of 300 millimeters from the surface of the Easement Area; and/or
  - (h) operate any earthmoving machinery or equipment or undertake earthworks or deposit material or carry on any quarrying or commercial forestry activities on the Easement Area.
- 9.3 The Grantee acknowledges that vegetation grows naturally on the Easement Area and the Burdened Land. To avoid doubt, the Grantor is not required to ensure the Easement Area is kept free of any vegetation, and shall not be liable for any damage to the Equipment caused by the natural growth, fall or movement of any vegetation, or any natural event.
- 9.4 If any maintenance, repair or replacement of the Equipment or part of the Equipment, is necessary or the Grantee needs to take any other reasonable action as a result of a breach of this easement by the Grantor, or unlawful act of the Grantor, then the Grantor shall be responsible for the Grantee's reasonable costs of doing so, to the extent that the Grantor's breach or unlawful act caused the damage or cost. To avoid doubt, the Grantor shall not be responsible for any indirect or consequential loss, loss of revenue, or loss of profit suffered by the Grantee.
- 9.5 The Grantor will not be liable under clause 9.4 for any matters which are beyond the Grantor's reasonable control.
- 10 Access to Burdened Land**
- 10.1 The Grantor shall not restrict or impede the Grantee's access to the Burdened Land, and upon request by Grantee, will provide the Grantee with all necessary keys, codes and / or access cards required for such access.
- 10.2 The Grantor acknowledges that access to parts of the Easement Area may be temporarily restricted by the Grantee from time to time where such restriction is reasonably necessary for health and safety, operational reasons, or in case of emergency.
- 10.3 The Grantee agrees to work in good faith, where possible, to accommodate any access requirements or restrictions that the Grantor wishes to place on the Burdened Land, taking into account the Grantee's operations and need to access the Burdened Land for its operations and in an emergency.
- 11 Dispute Resolution**
- 11.1 The parties acknowledge that it is important to each of them that differences in respect of this easement should be avoided or minimised. Taking into account the acknowledgments in clause 1 of this easement, the parties agree that in the event of any differences arising, the parties will discuss them fully and openly and will meaningfully negotiate with each other with a view to the amicable and speedy resolution of such differences.
- 11.2 The parties may in good faith try to resolve the dispute using other informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, non-binding arbitration, or any other dispute resolution technique that may be agreed between the parties.
- 11.3 Nothing in this clause will prevent either party from seeking interlocutory relief.

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**12 Material Default**

12.1 The Grantee shall notify the Grantor in writing as soon as reasonably practicable after it becomes aware of any failure by it to carry out any of its obligations under this easement.

12.2 If:

- (a) the Grantee is in Material Default under this easement (as defined in clause 12.3 below); and
  - (b) the Grantor has provided the Grantee with written notice specifying the nature of the default and requiring remedy; and
  - (c) the Grantee fails to remedy that default within:
    - (i) 3 months of notice referred to in (b); or
    - (ii) such longer period as may be reasonably necessary to remedy that default (including if the failure cannot reasonably be remedied within 3 months), provided the Grantee has commenced substantive remedial action and is diligently pursuing remedy; and
  - (d) the parties have exhausted the process in clause 11.2 in respect of that Material Default,
- the Grantor may apply to a Court for an order extinguishing this easement.

12.3 For the purposes of this clause 12, Material Default means:

- (a) a failure by the Grantee to carry out its obligations under this easement that:
  - (i) has caused, or is reasonably likely to cause, material harm to the Grantor, the Burdened Land, or the Easement Area; and
  - (ii) has continued for a period of not less than 3 months after the Grantee first became aware (or reasonably ought to have become aware) of the failure; and
  - (iii) is not attributable to circumstances beyond the reasonable control of the Grantee; or
- (b) a repeated failure by the Grantee to obtain the Grantor's written consent prior to carrying out a consultation notice activity as required by the notification and consultation process set out in Appendix 1.

**13 Surrender/Termination**

13.1 If the Grantee at any time decides that it wishes to surrender this easement (in whole or in part) or if this easement is extinguished in accordance with the terms of this easement, the Grantee shall provide a proposed Decommissioning Plan to the Grantor for the Grantor's review and approval in accordance with this clause 13. The Grantor agrees to acknowledge receipt of the Grantor's proposed Decommissioning Plan within one month of receipt.

13.2 The purpose of the Decommissioning Plan is to ensure that the decommissioning of the Equipment will be completed in a reasonable and prompt manner, and that the proposed decommissioning leaves the Burdened Land in a condition that is safe, with minimal environmental impact. The requirements for the

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Decommissioning Plan may be subject to any legislation or consenting requirements that apply at the time the Decommissioning Plan is prepared.

13.3 The Decommissioning Plan will include:

- (a) a methodology for the decommissioning process, including timeframes for completion;
- (b) what Equipment the Grantee proposes to remove from the Easement Area;
- (c) what Equipment the Grantee proposes will remain on or within the Easement Area;
- (d) what remediation or restoration work the Grantee will carry out to the Easement Area (or the Equipment to remain on or within the Easement Area), to ensure the Easement Area is left in a tidy condition, including that any remaining Equipment is appropriately secured, capped or buried; and
- (e) the costs of implementing the Decommissioning Plan (if known) which the Grantee acknowledges it will be responsible for.

13.4 The parties will work together to agree on the Grantee's proposed Decommissioning Plan, within three months after the plan is provided to the Grantor. The parties will take into account any legislative or other requirements that the Grantee must comply with as part of completing such work, including any consenting requirements.

13.5 If the parties cannot agree on the Decommissioning Plan, either party may refer any dispute to be resolved under clause 11.

13.6 The Grantee agrees to carry out and complete the work set out in the agreed (or determined) Decommissioning Plan.

13.7 If, during the implementation of the Decommissioning Plan, either party discovers something that could have an impact on the implementation of the Decommissioning Plan (including from an operational perspective, timing, an environmental impact, or due to cost), the parties will meet in good faith and agree on any necessary changes to the Decommissioning Plan.

13.8 The Grantor will not unreasonably withhold or delay consent to the Decommissioning Plan, any changes required to the Decommissioning Plan, or any permission required by the Grantee as part of any consenting process, to enable the Grantee to implement the agreed Decommissioning Plan.

13.9 The Grantee will notify the Grantor in writing when the Grantee considers it has completed the works set out in the agreed (or determined) Decommissioning Plan (subject to any other agreement reached in the Decommissioning Plan), and:

- (a) the Grantor will confirm in writing that it is satisfied the works are complete, or advise the Grantee of any reasons why it considers the works are not complete, within 20 working days of the Grantee's notification above, failing which the Grantor will be deemed to have provided its confirmation; and
- (b) if the Grantor withholds its confirmation, then the parties will consult and negotiate to resolve the Grantor's objections.

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13.10 On and from the date the Grantor has confirmed (or is deemed to have confirmed) that the works are complete:

- (a) this easement (or the relevant part) will terminate, and the rights, obligations and liability of the Grantee shall cease and determine (except in relation to any prior breach);
- (b) the ownership of any structure or improvements remaining on the Burdened Land (authorised by the Decommissioning Plan) will vest in the Grantor for no compensation; and
- (c) the parties will cooperate to surrender (or partially surrender) this easement from the record(s) of title to the Burdened Land.

13.11 In the event that this easement is extinguished following any dispute under clause 11, unless agreed otherwise, the decommissioning process set out in this clause will also apply and this obligation will continue until such time that the works set out in the agreed (or determined) Decommissioning Plan are complete despite any earlier extinguishment of this easement.

**14 Indemnity**

14.1 The Grantee shall indemnify the Grantor in respect of any damage, loss, claim, penalty or costs incurred or suffered by the Grantor, resulting from any breach of the terms of this easement, caused by any act or omission on the part of the Grantee, except that the Grantee shall not be liable for any indirect or consequential loss, loss of revenue, or loss of profit suffered by the Grantor.

14.2 Any amount payable by the Grantee under this indemnity shall be reduced by the amount of any insurance proceeds actually received by the Grantor under any insurance policy held by the Grantor (if any) in respect of the same loss or damage.

14.3 The Grantee will not be liable under clause 14.1 for any matters which are beyond the Grantee's reasonable control.

**15 Grantee's Consents and compliance with legislation**

15.1 The Grantee must comply with:

- (a) the terms and conditions of any applicable Consents; and
- (b) all applicable laws and regulations (subject to clause 17.1).

15.2 Provided the Grantee's ongoing operations of the Waikaremoana Power Scheme do not:

- (a) have a materially greater impact on the Grantor or its use of the Burdened Land or Easement Area;  
or
- (b) create any greater cost for the Grantor in addition to any cost the Grantor may incur (unless the Grantee agrees to cover such costs),

than the Grantee's full range of operations as authorised by the Current Resource Consents, then the Grantor will:

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- (c) not object to in any manner, including by making any submission in opposition to any application, or supporting in any manner any other submission on, any statutory or regulatory approval or policy, planning, or guidance process (including under the Resource Management Act 1991 or any replacement legislation) required by the Grantee for the ongoing operation of the Waikaremoana Power Scheme;
  - (d) not seek, or support, any regulatory or statutory change that will adversely affect in any way the Grantee's full range of ongoing operations as authorised by the Current Resource Consents; and
  - (e) provide on written request reasonable assistance to the Grantee (and the Grantee shall pay any reasonable costs incurred by the Grantor) should it require any information or evidence to support any regulatory or statutory approval for the ongoing operation of the Waikaremoana Power Scheme.
- 15.3 Clause 15.2 does not limit any right the Grantor may have to participate in any resource consent process in a capacity other than as an objector or submitter in opposition, including to provide information or to support conditions that protect the conservation values of the Burdened Land, so long as any such involvement by the Grantor has no adverse effect on the Grantee's ability to undertake its full range of operations for the Waikaremoana Power Scheme as authorised by the Current Resource Consents.
- 16 Health and safety**
- 16.1 The Grantee shall comply with applicable health and safety legislation and regulations. In particular, the Grantee shall:
- (a) comply with the HSW Act;
  - (b) ensure, so far as is reasonably practicable, the health and safety of its workers;
  - (c) ensure, so far as is reasonably practicable, that the way in which any Equipment is installed is without risks to the health and safety of any persons who:
    - (i) use or install such Equipment; or
    - (ii) are at or in the vicinity of the Grantee's workplace and may be affected by that use or activity.
- 16.2 Where the Grantor conducts a business or undertaking within the meaning of the HSW Act on the Burdened Land, the Grantor shall:
- (a) comply with the HSW Act;
  - (b) in relation to any workplace under the Grantor's management or control:
    - (i) notify the Grantee of any known hazards to which a worker or any person may be exposed; and
    - (ii) ensure the workplace is without risks to the health and safety of any person.
- 16.3 The Grantor must, where reasonably practicable, notify the Grantee of any known significant hazards on or about the Burdened Land.

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- 16.4 The parties agree to work together to consult, co-operate and co-ordinate activities in order to meet each other's respective health and safety obligations under applicable legislation, regulations and this easement.
- 16.5 Each party will promptly give the other party notice in writing of anything occurring on or relating to the Burdened Land (in respect of the Grantor) and the Easement Area (in respect of the Grantee) which is required to be notified to Worksafe New Zealand (or any successor government department or agency) under the HSW Act.
- 17 General provisions**
- 17.1 **Electricity and Telecommunications Act:** The parties acknowledge and agree that the Electricity Act 1992 and the Telecommunications Act 2001 (and any similar or replacement legislation) among other things, sets out rights and obligations on the Grantee in relation to certain works covered by that legislation, and the Burdened Land. The Grantee agrees to exercise any rights that it may have under such legislation subject to and in accordance with this easement.
- 17.2 **Assignment:** The Grantee may assign all or any part of its interest in this easement to any person provided it has first obtained the written consent of the Grantor. The Grantor in granting consent must be satisfied on reasonable grounds with the solvency and suitability of the proposed assignee. Following any assignment or transfer, the provisions of this easement shall cease to be binding upon the assignor but without prejudice to the assignor's liability for any prior breach of covenant under this easement. All reasonable costs in obtaining consent from the Grantor associated with any assignment shall be payable by the Grantee.
- 17.3 **Easement rights to subsist:** Except as provided for in clause 12, no power is implied for the Grantor to terminate this easement (in whole or in part) for any breach of covenant or for any other reason. The parties intend this easement to subsist forever or until it is surrendered or extinguished at the election of the Grantee or by mutual agreement between the parties.
- 17.4 **Further assurances:** Each party shall make all applications, including executing and delivering any documents, and doing all acts and things, as may reasonably be required by the other party to obtain the full benefit of this easement according to its true intent.
- 17.5 **Grantor consent:** Unless expressly stated to the contrary, the Grantee shall be entitled to exercise its rights under this easement without any consent from the Grantor and in all cases where the consent of the Grantor is expressly required under this easement, such consent shall not be unreasonably withheld or delayed or subject to unreasonable conditions, provided the Grantee has complied with its obligations under this Agreement.
- 17.6 **Fencing:** The Grantee shall not be required to fence any of the Easement Area unless it is required as a condition of the Grantor's consent when granting any consent expressly required under this easement.
- 17.7 **Ownership of Equipment:** Any Equipment installed by the Grantee on, in, over or under the Easement Area shall remain the property of the Grantee (subject to clause 13).

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**APPENDIX 1****Notification and Consultation****1 Process**

- 1.1 The parties agree to comply with the engagement, notice, and consultation process set out in this Appendix, as required by clause 4 of this easement.
- 1.2 The table in clause 3 of this Appendix categorises activities that the Grantee may carry out on the Burdened Land under this easement, as follows:
- (a) a **no notice activity** means the Grantee may carry out that activity on the Burdened Land, and is not required to notify the Grantor;
  - (b) an **inform notice activity** means the Grantee must give the Grantor 10 working days' written notice prior to commencing that activity;
  - (c) a **consultation activity** means that:
    - (i) the Grantee must not carry out that activity until the Grantee has received the Grantor's written consent;
    - (ii) the Grantee must give the Grantor written notice requesting the Grantor's consent to a consultation activity;
    - (iii) the Grantor must consider the Grantee's request in good faith, and must not unreasonably withhold or delay providing its consent;
    - (iv) the Grantor must provide its consent, or advise the Grantee of its reasons for withholding consent, within 20 working days of the Grantee's notification under (ii) above, failing which the Grantor will be deemed to have provided its consent; and
    - (v) if the Grantor withholds its consent, then the parties will consult and negotiate to resolve the Grantor's objections.
- 1.3 Notwithstanding clause 1.1 of this Appendix and clause 4 of this easement, the Grantee may exercise any rights granted to it by this easement, without complying with this Appendix, in the event of an emergency. If the Grantee carries out an activity in an emergency, it will notify the Grantee as soon as possible.

**2 Regular meetings**

- 2.1 Each year, the Grantee will provide the Grantor with information about the activities the Grantee proposes to carry out under the easement over the next year (**Annual Plan**). The parties will endeavour to meet and discuss the Grantee's proposed Annual Plan a reasonable time after the Grantee has circulated the Annual Plan.
- 2.2 Where the Grantee has advised the Grantor that the Grantee intends to carry out an inform notice activity in the Grantee's Annual Plan, the Grantee will not be required to give the Grantor separate or additional

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notice under the provisions of this Appendix (provided the Annual Plan was delivered to the Grantee to comply with the timeframe referred to in clause 1.2(b) of this Appendix).

- 2.3 The parties may at any time vary the reporting mechanism or frequency, or meeting format or frequency set out in this clause 2, by agreement in writing.

### 3 Activity Categorisations

- 3.1 For the purposes of clause 1.2 of this Appendix, the following activities have the characterisations specified with a check-mark in the column next to that activity. The parties may, at any time, amend or update this table by agreement in writing.

| Activity                                                                                                                                                                                                           | No notice | Inform notice | Consultation notice |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------|---------------------|
| <b>General easement activities</b>                                                                                                                                                                                 |           |               |                     |
| Conveying and storing water, conveying electricity and telecommunications                                                                                                                                          | ✓         |               |                     |
| Use any Access Tracks                                                                                                                                                                                              | ✓         |               |                     |
| Use and operate Monitoring Equipment                                                                                                                                                                               | ✓         |               |                     |
| Install Monitoring Equipment                                                                                                                                                                                       |           | ✓             |                     |
| Carry out construction or maintenance on Equipment and existing Access Tracks (provided there is no expansion or enlargement, any replacement must be like-for-like/similar capacity or size)                      |           | ✓             |                     |
| Construct Access Track in new location                                                                                                                                                                             |           |               | ✓                   |
| All other construction and maintenance activities provided for by this easement, that are not covered by the other 'general easement activities' listed above, or the 'specific easement activities' listed below. |           |               | ✓                   |
| <b>Specific easement activities</b>                                                                                                                                                                                |           |               |                     |
| Monitor lake levels                                                                                                                                                                                                | ✓         |               |                     |
| Use of booms                                                                                                                                                                                                       |           | ✓             |                     |
| Installation of booms                                                                                                                                                                                              |           | ✓             |                     |
| Sediment and weed control or removal                                                                                                                                                                               |           | ✓             |                     |
| Erosion control                                                                                                                                                                                                    |           | ✓             |                     |
| Dredging                                                                                                                                                                                                           |           | ✓             |                     |
| Agri-chemical spraying                                                                                                                                                                                             |           | ✓             |                     |
| Take water well measurements                                                                                                                                                                                       | ✓         |               |                     |

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| Activity                                | No notice | Inform notice | Consultation notice |
|-----------------------------------------|-----------|---------------|---------------------|
| Install new well or measuring equipment |           | ✓             |                     |
| Control vegetation                      |           | ✓             |                     |
| Manage stormwater run off               | ✓         |               |                     |
| Maintain and install signage or markers | ✓         |               |                     |
| Operate drones                          | ✓         |               |                     |
| Creating trenches                       |           | ✓             |                     |
| Creating batters                        |           |               | ✓                   |
| Incidental non-invasive activities      | ✓         |               |                     |

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**APPENDIX 2****Current Resource Consents**

| <b>Lake Waikaremoana</b>  |                                                             |
|---------------------------|-------------------------------------------------------------|
| WP982001Ta/AUTH-109844-02 | Take Waikaremoana Siphon                                    |
| WP982003Ta/AUTH-109846-02 | Take Waikaremoana Spillway                                  |
| DP982005Wa/AUTH-109848-02 | Discharge Waikaretaheke Siphon Spillway                     |
| WP982010Ta/AUTH-109850-02 | Take Waikaremoana Kaitawa Intake                            |
| DP982020W/AUTH-109852-01  | Discharge Groundwater Kaitawa Tunnels                       |
| WP982030Mc/AUTH-109853-04 | Dam Lake Waikaremoana                                       |
| <b>Kaitawa</b>            |                                                             |
| DP982111W/AUTH-109857-01  | Discharge Groundwater Kaitawa Weir Drains                   |
| DP982112Wa/AUTH-109858-02 | Discharge Kaitawa Power Station                             |
| WP982113T/AUTH-109860-01  | Take Kaitawa Power Station Cooling                          |
| DP982114W/AUTH-109861-01  | Discharge Contaminants Kaitawa Penstocks                    |
| DP982116Wa/AUTH-109862-02 | Discharge Contaminants Kaitawa Station Oil Interceptor      |
| DP982117W/AUTH-109864-01  | Discharge Contaminants Kaitawa Station Cooling              |
| WP982121Mb/AUTH-109865-03 | Dam Waikaretaheke to Form Lake Kaitawa                      |
| DP982122W/AUTH-109868-01  | Discharge Kaitawa Spillway                                  |
| <b>Tuai</b>               |                                                             |
| WP982210T/AUTH-109869-01  | Take Lake Kaitawa Tuai Intake                               |
| DP982220W/AUTH-109870-01  | Discharge from Tuai Power Station                           |
| WP982320Mf/AUTH-109875-07 | Dam Waikaretaheke                                           |
| DP982322W/AUTH-109882-01  | Discharge Waikaretaheke Diversion Canal to Lake Whakamarino |
| DP982323W/AUTH-109883-01  | Discharge Contaminants Waikaretaheke Diversion Canal Siphon |
| DP982404W/AUTH-109886-01  | Discharge Contaminants Tuai Penstocks Slope                 |
| DP982411Wa/AUTH-109887-02 | Discharge Tuai Power Station Turbines                       |

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|                           |                                                                |
|---------------------------|----------------------------------------------------------------|
| DP982412Wa/AUTH-109889-02 | Discharge Contaminants Tuai Power Station Cooling              |
| DP982413W/AUTH-109891-01  | Discharge Contaminants Tuai Oil Interceptors                   |
| DP982414W/AUTH-109892-01  | Discharge Contaminants Tuai Switchyard Oil Interceptors        |
| WP982420Mf/AUTH-109895-07 | Dam Kahutangaroa Form Lake Whakamarino                         |
| DP982421W/AUTH-109902-01  | Discharge Whakamarino Spillway                                 |
| WP982431M/AUTH-109904-01  | Lake Whakamarino Tailings Dam                                  |
| WP982440Tb/AUTH-109905-02 | Take Lake Whakamarino Piripaua Intake                          |
| DP982441W/AUTH-109906     | Discharge Lake Whakamarino Weed to Land                        |
| WP170431T/AUTH-122674-01  | Take Tuai Power Station Cooling                                |
| <b>Piripaua</b>           |                                                                |
| DP982501W/AUTH-109907-01: | Discharge Contaminants Piri Siphon Pipe Waikaretaheke          |
| DP982503W/AUTH-109908-01  | Discharge Contaminants from Piri Siphon                        |
| DP982510Wc/AUTH-109909-04 | Discharge Piri Station to Waikaretaheke River by Tailrace      |
| WP982511T/AUTH-109913-01  | Take Piripaua Station Cooling Water                            |
| DP982512W/AUTH-109914-01  | Discharge Piripaua Station                                     |
| DP982515Wa/AUTH-109915-02 | Discharge Contaminants Piripaua Station Oil Interceptor System |
| WP982520D/AUTH-109917-01  | Divert Around Piripaua Station by Artificial Channel           |
| TPA0031                   | Federated Farmers Gisborne-Wairoa Incorporated Agreement       |
| <b>Scheme Wide</b>        |                                                                |
| LU120396C/AUTH-120462-01  | Structures / disturbance on beds of rivers and lakes           |
| LU120397V/AUTH-120463-01  | Associated vegetation clearance and soil disturbance           |
| WP120398M/AUTH-120464-01  | Associated temporary damming and diverting of water            |
| DP120399W/AUTH-120465-01  | Associated discharge of sediment to water                      |

**APPENDIX 2: ADDITIONAL TE UREWERA LAND DEED PLAN**

## APPENDIX 2: ADDITIONAL TE UREWERA LAND DEED PLAN

