

COPY

THIS DEED is made the 19th day of December 1994

BETWEEN THE MACKENZIE DISTRICT COUNCIL ("the Council")

AND OPUHA DAM LIMITED ("the Company")

WHEREAS

1. The Company has requested the Council to change the Mackenzie District Transitional Plan pursuant to Section 73(2) and the First Schedule of the Resource Management Act 1991.
2. The purpose of the plan change is to make provision in the District Plan for the construction and operation of a dam on the Opuha River.
3. The parties have identified incidental matters to be resolved relating to or following from the proposed dam construction and wish to record their agreement relating to such matters as follows.

NOW THIS DEED WITNESSES:

1. Dam access road.

The Company will construct such road to the Council's current rural roading standards as approved by the Council's District Engineers, and will construct all roadside fencing, all such construction to be completed at its own expense by the Completion Date (as defined in Clause 17). Such road shall become legalised under the Local Government Act 1974 by the Council at the expense of the Company. The location of such road is shown on the plan annexed hereto as Schedule 1.

2. Dam/weir access.

The Company will provide an access track having a metal surface suitable for cars with appropriate passing bays, of a width of not less than 4 metres, a picnic area on the lake shore (as an esplanade strip pursuant to Section 235 of the Resource Management Act at no cost to the Council) of such area up to 2 hectares and at such location and of such size and shape as the Council shall decide, landscaped sown in grass and levelled where necessary all such work to be completed at its own expense by the Completion Date. The Company will execute an easement in gross over such track in favour of the Council providing unlimited public access, such easement to be prepared and registered by the Council at the expense of the Company. The location of such track is shown on the plan annexed hereto as Schedule 2.

3. Opuha Gorge Road.

The Company will construct an access road to the lake which connects to the esplanade strip and which is of a similar



standard to that at present, such standard to be certified by the Council's District Engineers, and will construct a grassed level parking area suitable for at least 10 vehicles with boat trailers to the satisfaction of the Council's District Engineer, all such work to be completed at its own expense by the Completion Date. The balance of the road within the lake margin is to be closed by the Council under the Local Government Act, and vested in the Company at the expense of the Company. The location of the access road and the road to be closed are shown in the plan annexed hereto as Schedule 3.

4. Trentham Road.

The Company is to realign this road around the proposed lake shoreline and construct a sealed road from Clayton Road to the Dam Access Road (including forming intersections and sealing roads connecting thereto for 50 metres from the intersection) to the Council's current rural roading standard approved by the Council's District Engineers, such work to be completed at its own expense by the Completion Date but before the lake is filled. The Council will legalise such road under the Local Government Act 1974 at the expense of the Company. The location of such road is shown in the plan annexed hereto as Schedule 4.

5. Road reinstatement.

Those parts of Clayton Road, Opuha Gorge Road, Trentham Road and Mount Michael Road as shall be used by the Company for access to the dam site (other than those parts of such roads as have been constructed by the Company pursuant to Clauses 1, 2, 3 and 4 hereof) will be reinstated by the Company back to the standard existing before access by the Company commenced. Such reinstatement to be completed at the expense of the Company by the Completion Date. Such roads will be initially inspected and their standards assessed by an independent assessor acting as an expert, Colin Hey, of Transit New Zealand Christchurch or some other delegate from Transit New Zealand in Christchurch. Such assessor will also carry out an inspection and assessment following construction of the dam at which time he will determine the nature and extent of the work required to be carried out by the Company to reinstate such roads. The costs of such assessment are to be borne solely by the Company. In the event that the Council considers that any parts of such roads have been significantly damaged by the Company during the dam construction period to the extent that immediate repair is required to upgrade them to a satisfactory standard for use by the general public, the aforesaid assessor shall inspect the same and determine the nature and extent of such upgrading, if any, that is required. The Company agrees forthwith to carry out such upgrading at its own expense and to pay the costs of the assessment.

6. Picnic area - Trentham Road.

Burnetts Rd.

The Company will construct a sealed access track seven metres wide from Trentham Road to the picnic area extending to 10 metres beyond the last presently existing building near such track, and

[Handwritten signature]

construct and seal intersections all such work to be to the satisfaction of the Council's District Engineers. Such track to be constructed at the Company's expense by the Completion Date (as defined in Clause 17). The location of such track is shown on the plan annexed hereto and shown as Schedule 5.

The Company will provide a landscaped picnic area, sown in grass and levelled where necessary, with an area of up to 3 hectares at such location and of such size and shape as required by the Council, with rubbish tins and will construct one block of mens and womens public toilets complete with effluent disposal and a supply of cold water. All such work is to be completed at the Company's expense by the Completion Date. The location of the picnic area is shown on the plan annexed hereto as Schedule 5.

7. Picnic area - Clayton Road. (~~May Rd~~[?]) Opuha Gorge Rd.

The Company will construct a strip 40 metres wide which includes a boat ramp and launching area and will landscape the same and instal rubbish tins. The boat ramp shall provide access to the water to the minimum annual operational level, 20-year-mean, such work to be completed at the Company's expense by the Completion Date. The location of the strip and associated facilities is shown on the plan annexed hereto as Schedule 6.

8. Picnic area - power boat area. May Rd.

The Company will construct a picnic area as an esplanade strip (pursuant to Section 235 of the Resource Management Act, at no cost to the Council) to the North east of the Power boat area being approximately 600 metres long landscaped and sown in grass and levelled where necessary, all such work to be completed at its own expense by the Completion Date. The location of the same is shown on the plan annexed hereto and marked Schedule 7.

9. Buffer zone. 1.

The Company will create a buffer zone as an esplanade strip (pursuant to Section 235 of the Resource Management Act at no cost to the Council) up to 30 metres wide, as required by the Council, between the Clayton Road picnic area and the Trentham Road picnic area such zone to be fenced parallel to the lake shore and planted in such vegetation as shall be agreed between the Company and the Council. The Company will create a 1.5 metre-wide walking track through the buffer zone linking the two picnic areas, benched where necessary and with marker posts indicating the route. Planting, fencing and creation of the walking track to be completed at the expense of the Company by the Completion Date. The location of the same is shown on the plan annexed hereto and marked Schedule 8.

10. Buffer zone. 2.

The Company will create a buffer zone as an esplanade strip (pursuant to Section 235 of the Resource Management Act 1991, at no cost to the Council) up to 30 metres wide, as the Council

[Handwritten signature]

shall require, providing public access between Trentham Road picnic area and the dam site together with a 1.5 metre-wide walking track connecting the picnic area and dam site, benched where necessary and with marker posts indicating the route. The instrument creating the esplanade strip shall specify that the Council may restrict or prohibit the use of the same by the public at such times as it thinks fit. All such work to be completed at the Company's expense by the Completion Date. No fencing and planting shall be required. The location of the same is shown on the plan annexed hereto and marked Schedule 9.

11. Dam site.

The Company will create a picnic area as an esplanade strip (pursuant to Section 235 of the Resource Management Act at no cost to the Council) and construct two boat ramps, of roller compacted concrete (the eastern one to the level of RL380 and the western one to the level of RL370) rubbish tins, two trailer storage areas, carparks one block of mens ~~public toilets~~ and ~~one block of womens public toilets~~ and both with effluent disposal and cold water supply and landscape the area, including grassing and levelling where necessary, all such work to be completed at its own expense by the Completion Date. The location and dimensions of the car park to be suitable for at least 50 vehicles with boat trailers and to be approved by the Council's District Engineers.

No toilet block built

12. Toilet standards.

All public toilets to be provided by the Company are to be constructed to Upper Waitaki Power Development standards or better. A copy of the plan of the same is annexed hereto and marked Schedule 10.

13. Public areas.

The Company agrees to survey and transfer to the Council separate titles for the Trentham Road picnic area and access track and the Clayton Road picnic area at no expense to the Council. Such transfers to be completed within 12 months after the survey has been completed. The Council shall be responsible for maintenance of these areas from the time they are constructed and made available for use by the Council and the public.

14. Allandale Water Supply.

- (a) The Company acknowledges the right of the Allandale Water Supply system (administered by the Council) to continue to take water from its present source in accordance with its current Resource Consent.
- (b) The Company will build an outlet at the dam site to which the Allandale Water Supply can connect, as part of its dam construction schedule. If the AWS Committee wish for any reason to take water from the dam then its supply shall be entitled to connect to the Company's water scheme. The cost

D. G. B. J. H.

of such connection will be borne by the AWS Committee and thereafter the Allandale Water Supply shall be entitled to take water from the dam site at no cost to it.

- (c) If the water supply to the presently existing AWS outlet is adversely effected by the construction or operation of the dam or the Company's water scheme then, if the AWS Committee so requires, the Company agrees forthwith to relocate the AWS source to the dam site at the Company's expense.
- (d) The Company agrees to maintain the supply of water to the Allandale Water Scheme at the Company's expense at all times. If the outlet facility used by the Allandale Water Supply is rendered wholly or partly inoperative because of physical factors at the water source site, for example scouring or blockage, then the Company agrees forthwith to rectify such problem at its own expense so that the supply is rendered operative as soon as practicably possible thereafter.

15. Public access to lake.

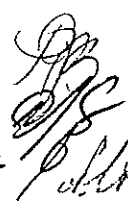
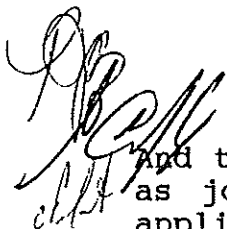
The Company agrees that following construction of the dam the general public shall be entitled to have unlimited access to the lake (save for restrictions in Buffer zone 2) from the roads and picnic areas specified herein for the purposes of recreation, in accordance with the proposed Plan Change. The Company agrees to execute an easement in gross in favour of the Council preserving such right of public access in perpetuity.

16. General conditions - Plan Change.

The Company agrees:

- (a) To give a bond to the Council in respect of the performance of any one or more of the conditions of this agreement, if so required by the Council.
- (b) To enter into a covenant in favour of the Council in respect of the performance of any condition contained in this agreement, if so required by the Council.
- (c) To pay to the Council an administrative charge for any specified matter in accordance with Section 36 of the Resource Management Act 1991 including all costs relating to receiving and processing the Plan Change application, making submissions thereto and the employment of commissioners to hear the same as shall be the obligation in law of the Company

And the parties agree to include the provisions of this clause as joint submissions made to the Commissioner who hears the application for Plan Change.



17. Completion Date

The expression "Completion Date" where used herein shall mean the date three months after the Certificate of Practical Completion is issued in respect of the dam construction by the contractor's Engineer.

18.

Where ever this agreement provides or implies that the provision of legal services to the Council will form part of costs for which the Company has agreed to reimburse the Council, the Council agrees that such legal fees will be such charges, having regard to the complexity, responsibility and urgency of the matters as are fair and reasonable.

IN WITNESS whereof these presents have been executed the day and year first hereinbefore written.

THE COMMON SEAL of)
THE MACKENZIE DISTRICT)
COUNCIL was hereunto)
affixed in the presence)
of:)



A. L. Anderson
..... Mayor

[Signature]
..... Chief Executive Officer

THE COMMON SEAL of)
OPUHA DAM LIMITED)
was hereunto affixed in)
the presence of:)



[Signature]
DIRECTOR

[Signature]
Hubbard Churches & Co
Secretary

DATED

1994

BETWEEN

THE MACKENZIE DISTRICT
COUNCIL ("the Council")

AND

OPUHA DAM LIMITED ("the
Company")

DEED OF AGREEMENT

TRIPP ROLLESTON & CO
SOLICITORS
TIMARU

TENTH SCHEDULE - [REQUIREMENTS FOR INSTRUMENTS CREATING ESPLANADE
STRIPS AND ACCESS STRIPS

A Sch 10.01 History

The Tenth Schedule was added by s 228 Resource Management Amendment Act 1993 (1993 No 65).

[1. Prohibitions to be included in instruments-

(1) Every instrument creating an esplanade strip and every easement for an access strip shall specify that the following acts are prohibited on land over which the esplanade strip or access strip has been created:

- (a) Wilfully endangering, disturbing, or annoying any lawful user (including the land owner or occupier) of the strip:
- (b) Wilfully damaging or interfering with any structure adjoining or on the land, including any building, fence, gate, stile, marker, bridge, or notice:
- (c) Wilfully interfering with or disturbing any livestock lawfully permitted on the strip.

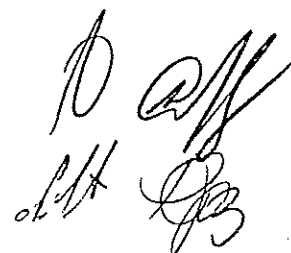
(2) Notwithstanding subclause (1), the prohibitions in paragraphs (b) and (c) shall not apply to the owner or occupier.

(3) For the purposes of this Schedule, "owner" and "occupier" includes any employees or agents authorised by the owner or occupier.

[2. Other prohibitions-

Subject to sections 232(4) and 237B(3), every instrument creating an esplanade strip and every easement for an access strip shall specify that the following acts are prohibited on the land over which the esplanade strip or access strip has been created:

- (a) Lighting any fire:
- (b) Carrying any firearm:
- (c) Discharging or shooting any firearm:



- (d) Camping:
- (e) Taking any animal on to, or having charge of any animal on, the land:
- (f) Taking any vehicle on to, or driving or having charge or control of any vehicle on, the land (whether the vehicle is motorised or non-motorised):
- (g) Wilfully damaging or removing any plant (unless acting in accordance with the Noxious Plants Act 1978):
- (h) Laying any poison or setting any snare or trap (unless acting in accordance with the Agricultural Pests Destruction Act 1967).

[3. Fencing-

The instrument or easement may include any fencing requirements, including gates, stiles, and the repositioning or removal of any fence.

[4. Access on esplanade strips for conservation purposes-

(1) Where an esplanade strip is created for the protection of conservation values only, the instrument creating the strip may specify that-

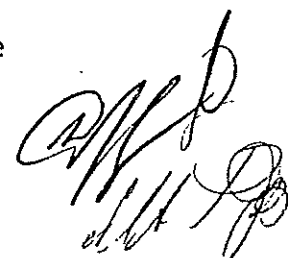
- (a) No person shall enter or remain on the strip; or
- (b) Only specified persons shall enter or remain on the strip-

subject to any other provisions of the instrument.

(2) Subclause (1) does not apply to the owner or occupier of the land over which the strip is created.

[5. Access on strips for access purposes-

Where an easement for an access strip or an esplanade strip for access purposes is created, the easement or instrument creating the strip shall specify that any person shall have the right, at any time, to pass and repass over and along the land over which the strip has been created, subject to any other provisions of the easement or instrument.



6. Access on strips created for recreational purposes-

Where an esplanade strip is created for public recreational use, the instrument creating the strip shall specify that any person shall have the right, at any time, to enter upon the land over which the esplanade strip has been created and remain on that land for any period of time for the purpose of recreation, subject to any other provisions of the instrument.

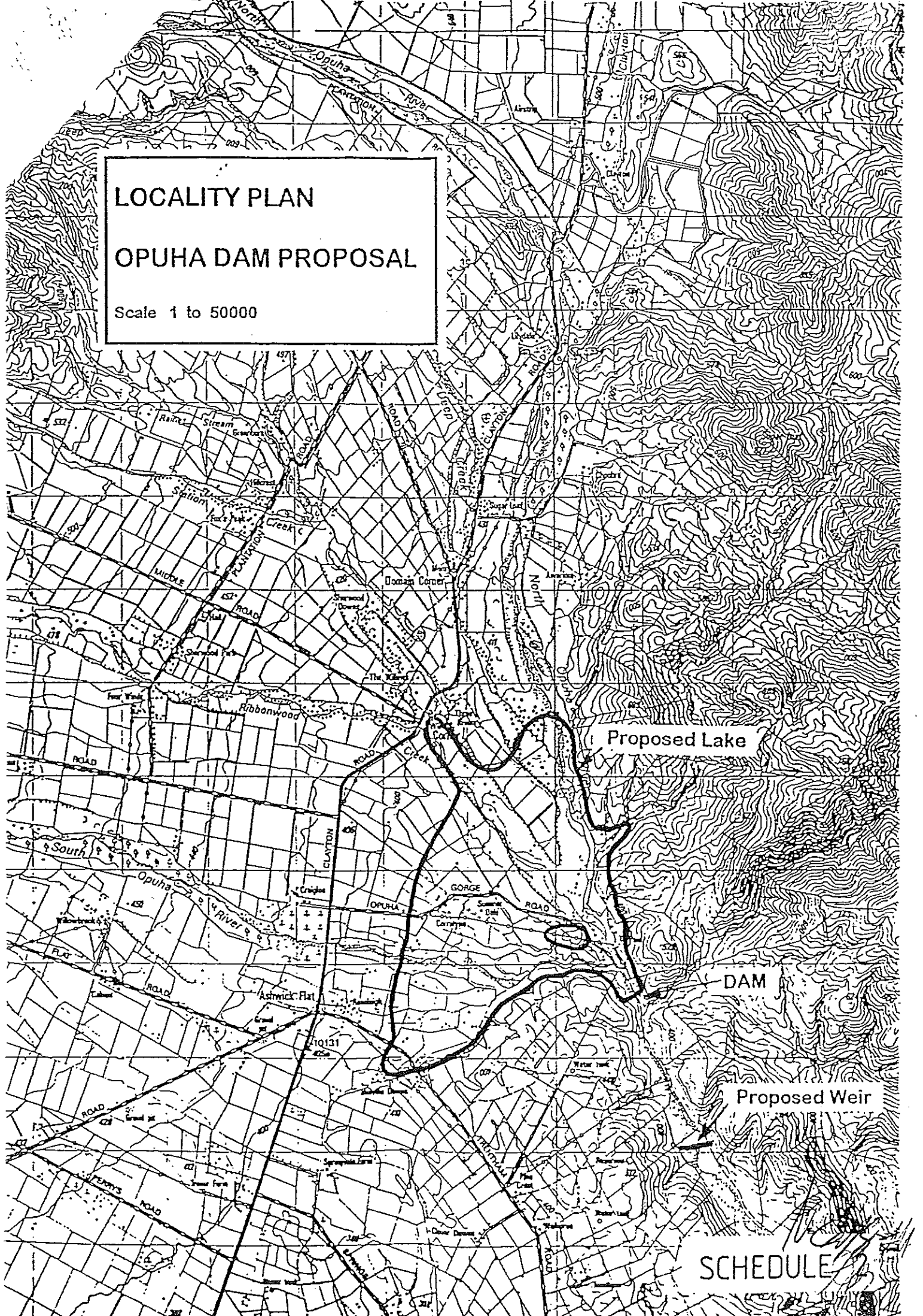
7. Closure-

(1) Any instrument creating an esplanade strip or any easement for an access strip may specify that the strip may be closed for any specified period, including particular times and dates.

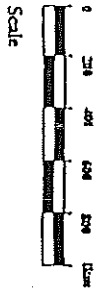
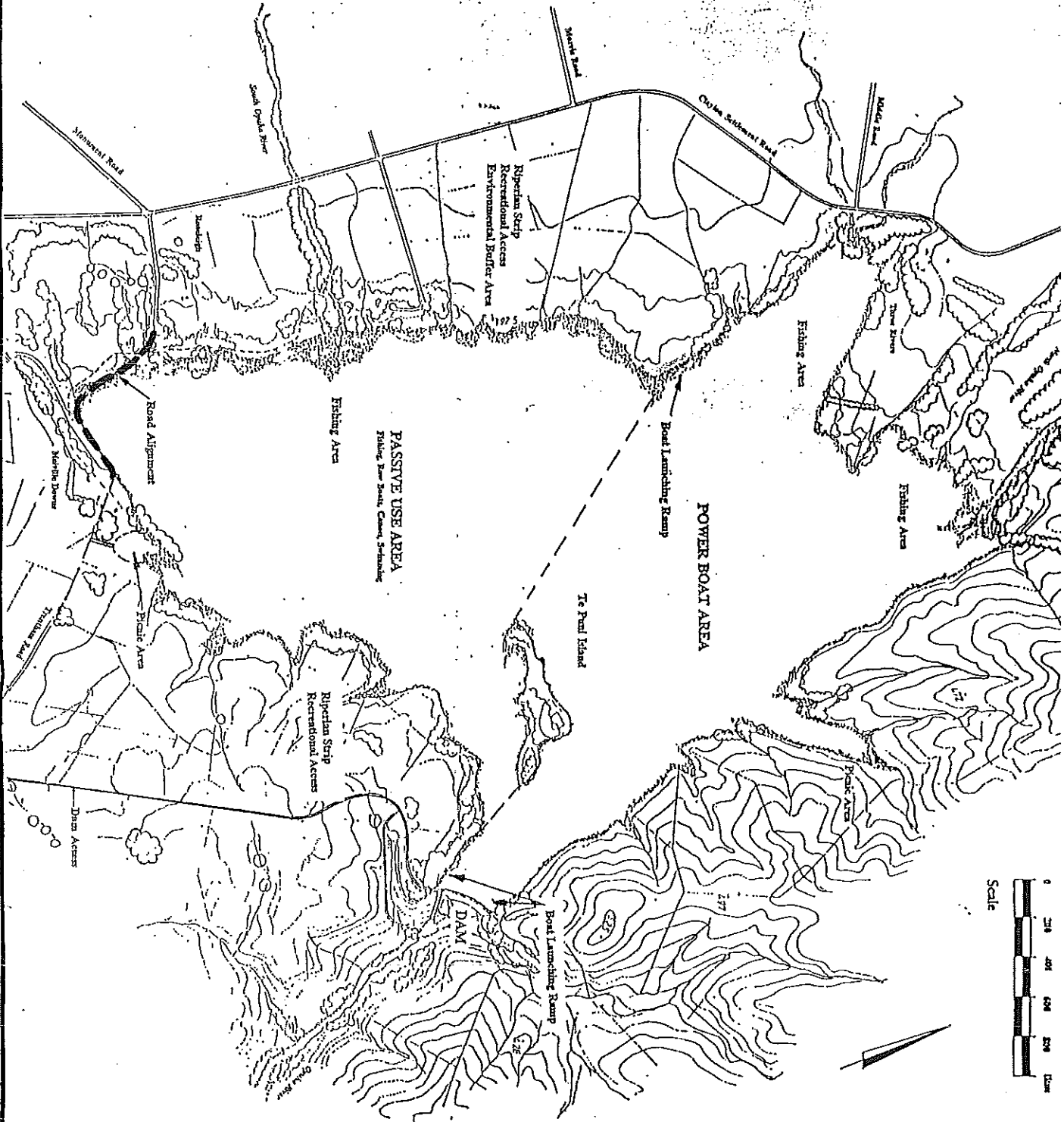
(2) Any instrument or easement may specify who is responsible for notifying the public by signs erected at all entry points to the strip, and any other means agreed, that a strip or easement is closed as a result of closure periods specified in the instrument or easement.]

[Handwritten signature]
[Handwritten signature]

LOCALITY PLAN
OPUHA DAM PROPOSAL
Scale 1 to 50000



SCHEDULE



- Legend**
- Contours (interval varies)
 - Water Course
 - Existing Trees
 - Proposed Trees

PROPOSED LAKE USE

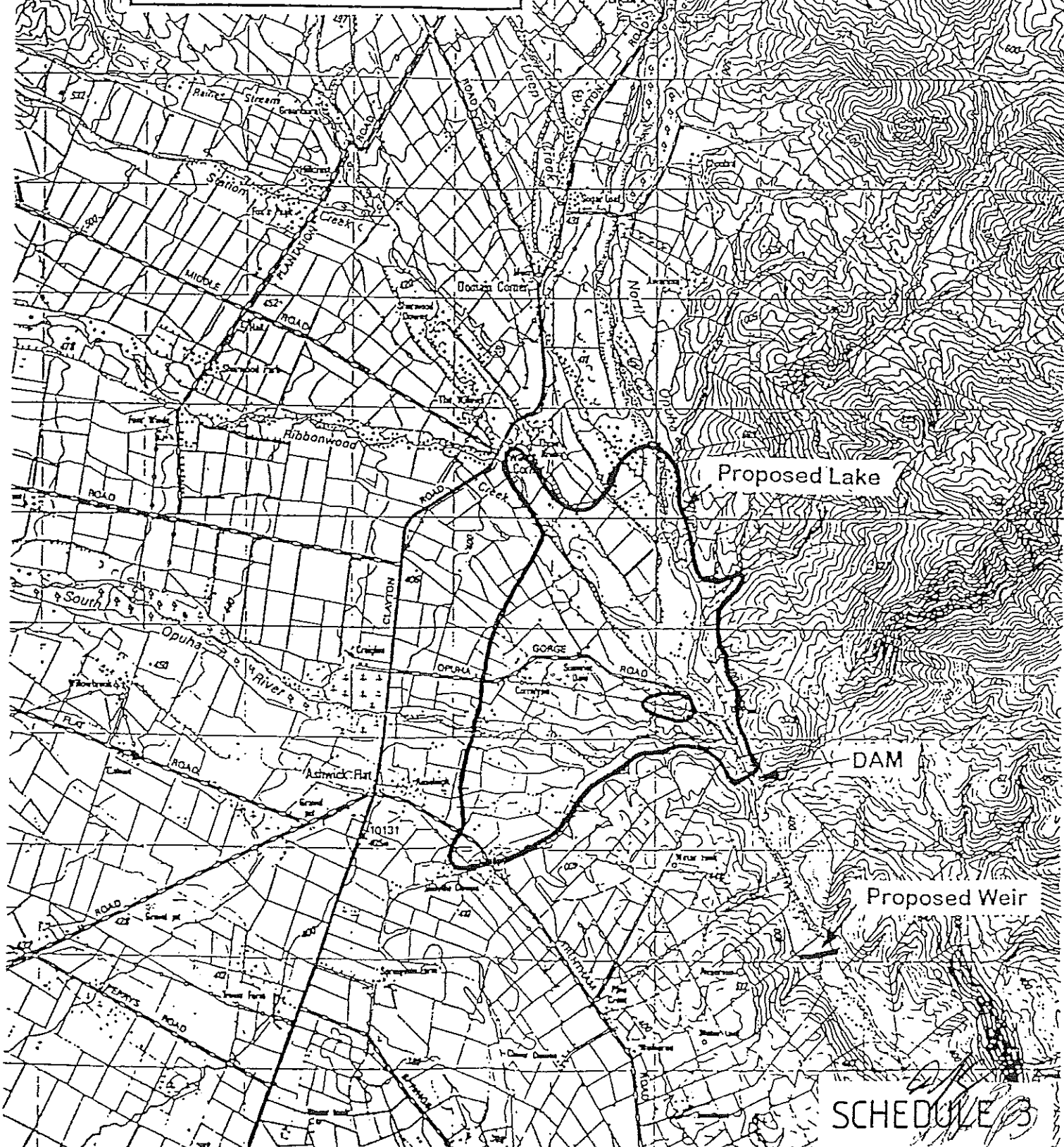
SCHEDULE 1

Opuha Dam Limited

[Handwritten signature]

LOCALITY PLAN OPUHA DAM PROPOSAL

Scale 1 to 50000



SCHEDULE 3