

Dated 25 October 2023

**Parties**

**Wairakei International Golf Course Limited ("WIGC")**

**Contact Energy Limited ("Contact")**

**Agreement relating to  
development of WIGC  
Land**

Agreement Dated

25 October 2023

**Parties:**

1. Wairakei International Golf Course Limited ("**WIGC**")
2. Contact Energy Limited ("**Contact**")

**Background**

- A. WIGC wishes to apply to the Taupō District Council for the subdivision of part of the WIGC Land, comprising of 31 individual residential lots and shared ownership of the surrounding land in the northern section of the WIGC Land as more particularly shown on the Draft Plan attached in Annexure B (the **Development Area**).
- B. WIGC also wishes to separately apply for land use consent for the construction of a manager's residence on part of the WIGC Land, generally consisting of a 180sq.m dwelling. This dwelling curtilage, and nominal allotment around such dwelling will be located on the north-eastern edge of the WIGC Land as more particularly shown on the draft plan attached as Annexure G (the **Manager's Residence**).
- C. The location of this Development Area and Manager's Residence is near to various geothermal operations of Contact's, including well pads, steam fields and power stations.
- D. Contact has raised concerns about this proposed subdivision and Manager's Residence, including on reverse sensitivity grounds. If not properly managed and appropriate mitigation measures put in place, the development of Sensitive Activities on the Development Area and Manager's Residence is likely to constrain and/or prevent the ongoing operation of Contact's current or future lawfully established, permitted and/or consented activities.
- E. Contact owns four wells within the WIGC Land:
  - a. monitoring well WKM08 (located within the Development Area);
  - b. monitoring wells WK034 and WK034/0; and
  - c. deviated track of reinjection well WK309, which crosses the WIGC Land boundary at depth,all as shown on the plan attached in Annexure F (together, the **Wells**).
- F. WIGC has agreed to:
  - a. grant an Encumbrance over the Development Area and the Manager's Residence, that will avoid, remedy and mitigate any actual or potential reverse sensitivity effects of the Proposed Development and use of the Manager's Residence;
  - b. grant Contact the Easements to secure legal access to monitoring well WKM08, and the subsurface rights to occupy the area at depth of the deviated reinjection well WK309; and

- c. support Contact's Resource Consent applications for the continued development of the Wairakei Geothermal field as part of the GeoFuture Project.
- G. Contact has agreed to support WIGC's application for Resource Consent for the Proposed Development and Resource Consent for the Manager's Residence, provided that WIGC complies with the terms of this Agreement.
- H. In anticipation of entering into this Agreement, the parties acknowledge that Contact has provided its support to WIGC's application for Resource Consent for the Manager's Residence (subject to WIGC's compliance with the terms of this Agreement).

### The Parties Agree:

1. Definitions:
  - a. "**Act**" means the Resource Management Act 1991, or any amendment or replacement legislation.
  - b. "**Agreement**" means this agreement including annexures.
  - c. "**Council**" means the Taupō District Council and/or the Waikato Regional Council.
  - d. "**Date of Agreement**" means the date on which this Agreement has been signed by both parties.
  - e. "**Development Area**" has the meaning given to it in Background A.
  - f. "**Development Encumbrance**" means the Encumbrance intended to be registered in respect of the Development Area;
  - g. "**Draft Plan**" means plan(s) attached in Annexure B.
  - h. "**Encumbrance**" means each Memorandum of Encumbrance to be registered against the WIGC Land in accordance with the Agreement (being in relation to the Proposed Development, and in relation to the Manager's Residence) in the form in Annexure C to this Agreement, and together the "**Encumbrances**".
  - i. "**GeoFuture Project**" means the project described in Contact's resource consent applications lodged with the Waikato Regional Council on 17 December 2021.
  - j. "**Interests**" means the Encumbrances, Reinjection Well Easement and Monitoring Well Easement.
  - k. "**LINZ**" means Toitū Te Whenua Land Information New Zealand.
  - l. "**Proposed Development**" means the proposed subdivision of 31 individual titles together with the surrounding 'farm park' land as shown on the Draft Plan.
  - m. "**Monitoring Well Easement**" means the form of easement in gross attached in Annexure D to this Agreement.

- n. **"Monitoring Well Easement Area"** means the area reasonably required for Contact to access well WKM08 on the WICG Land and includes a 10m buffer zone around that well, as approximately shown on the Draft Plan.
- o. **"Manager's Encumbrance"** means the Encumbrance intended to be registered in respect of the Manager's Residence.
- p. **"Manager's Residence"** has the meaning given to it in Background B.
- q. **"Registration Longstop"** means the date 2 calendar years following the date of the Resource Consent in respect of the Manager's Residence, or such later date as the parties may agree.
- r. **"Reinjection Well Easement"** means the form of easement in gross attached in Annexure D to this Agreement.
- s. **"Reinjection Well Easement Area"** means the area commencing at a depth of not less than 500m below the natural ground level and otherwise as reasonably required for Contact's existing deviated track of reinjection well WK309.
- t. **"Resource Consent"** means resource consent under the Act and includes any application for consent under sections 125 or 127 of the Act on terms required in accordance with this Agreement and any other terms acceptable to WIGC (acting reasonably);
- u. **"Wells"** has the meaning given to it in Background E.
- v. **"WIGC Land"** means the area comprising 145.719 hectares being Lot 1, DP 426900 contained in record of title 505925 (Annexure A)
- w. **"Working Day"** has the same meaning as in the Act.
- x. **"Written Approval"** means written approval under the Act sufficient to satisfy sections 95D(e) and 104(3)(a)(ii) of the Act.

2. **Interpretation:** In this Agreement, unless the context requires otherwise:

- a. the headings to clauses are inserted for convenience only and shall be ignored in interpreting this Agreement;
- b. the word including and other similar words do not imply any limitation;
- c. a person includes any company or other entity, or a body of persons (incorporated or not);
- d. the plural includes the singular and vice versa; and
- e. a reference to any legislation (including any Act or legislative or other instrument) includes any legislative or other instrument made under that legislation and amendments to or replacements of any of them from time to time.

### **Consideration**

3. In consideration of \$1.00 plus GST (receipt of which is acknowledged) each party agrees to be bound by the terms of this Agreement.

### **Proposed Development Resource Consent – Agreed Terms**

4. From the Date of Agreement, when making an application to the Council for Resource Consent for the Proposed Development, WIGC will request the inclusion of a condition of consent requiring the registration of the following instruments on the record of title for the WIGC Land:
  - a. the Development Encumbrance (being registered as a first charge); and
  - b. the Monitoring Well Easement,

each to be registered following the Resource Consent being granted, and in any event before any subdivision of the Record of Title for the WIGC Land to implement the Proposed Development takes place.

5. From the Date of Agreement, when making an application to the Council for Resource Consent for the Proposed Development, WIGC will request the inclusion of a condition of consent requiring a minimum standard of acoustic insulation and ventilation to be required for any habitable building within the Proposed Development. Such standard will take into account the potential effects of noise that may result from Contact's geothermal and associated activities near to the WIGC Land (including, but not limited to, drilling operations). If the Resource Consent for the Proposed Development issues without such standard as a condition of consent, an equivalent condition will be added to the Fourth Schedule of the Encumbrance.
6. Provided that the Resource Consent application for Proposed Development complies (and continues to comply) with this Agreement (including without limitation clause 4), Contact will lodge a submission with the Council in support of the application subject to the inclusion of the condition of consent in clause 4 being included in the Resource Consent for the Proposed Development.

### **Manager's Residence Resource Consent – Agreed terms**

7. From the Date of Agreement, when making an application to the Council for Resource Consent for the Manager's Residence, WIGC will:
  - a. request the inclusion of the following conditions of consent requiring the registration of the Manager's Encumbrance in respect of that part of the record of title for the WIGC Land (being registered as a first charge) which relates to the Manager's Residence. Subject to the Resource Consent for the Manager's Residence being granted, the Manager's Encumbrance is to be registered simultaneously with the Development Encumbrance and the Monitoring Well Easement, but in any event not later than the Registration Longstop;
  - b. request the inclusion of the following conditions of consent requiring a minimum standard of acoustic insulation and ventilation to be required for any habitable building on the Manager's Residence. Such standard will take into account the potential effects of noise that may result from Contact's geothermal and associated activities near to, under, or on the WIGC Land (including, but not limited to, drilling

operations). If the Resource Consent for the Manager's Residence issues without such standard as a condition of consent, an equivalent condition will be added to the Fourth Schedule of the relevant Encumbrance; and

- c. include a plan showing the Manager's Residence (which as described in Background B, will include the dwelling, curtilage, and a defined notional boundary around the dwelling and be based on the plan attached in Annexure G). For the purposes of the District Plan, the notional boundary of the Manager's Residence will be the measurement point for compliance for noise measurements from Contact's activities. The plan and notional boundary of the Manager's Residence will be provided to Contact for its approval prior to being submitted to the Council but approval shall not be unreasonably withheld or delayed provided that the notional boundary of the Manager's Residence is not closer to Contact's operations than any notional boundary shown in the plan attached to this Agreement as Annexure G.

## Wells

### 8. From the Date of Agreement, WIGC:

- a. will ensure that well WKM08 is outside of any newly created residential lot titles created as part of the Proposed Development, and ensure that Contact's access (including with vehicles) to the well is not unduly restricted through structures or landscape screening. As such, a 10m buffer around the well will be maintained clear of modification and remain in pasture or similar low landscaping; and
- b. acknowledges and agrees there is a deviated track of reinjection well WK309 which crosses the WIGC Land boundary at depth, and that Contact reinjects geothermal fluid into and under the WIGC Land from this well.

### 9. On and following the Date of Agreement for so long as WIGC owns the WIGC Land, WIGC will continue to provide access from time to time and at all reasonable times over the WIGC Land for Contact (together with its staff, personnel, contractors and agents) to:

- a. access wells WK034 and WK034/0 (including with any vehicles or equipment it reasonably requires);
- b. take, tap, extract, convey, use, or remove water and geothermal fluids from wells WK034 and WK034/0, provided that such use shall at all times be consistent with the manner in which those wells have been used by Contact prior to the date of this Agreement;
- c. maintain wells WK034 and WK034/0 and carry out associated works which Contact considers necessary or expedient provided that Contact shall not expand the physical structure beyond that which is in place as at the Date of Agreement. The parties acknowledge and accept that repairs and maintenance of the wells and/or replacement of parts, all on a like for like basis are permitted; and
- d. in a manner consistent with the areas surrounding the wells as at the Date of Agreement, keep an area around wells WK034 and WK034/0 clear of vegetation, structures, matters or things which Contact reasonably considers could be a danger or hazard to the well, or which interferes with Contact's exercise of its rights under this clause 9.

10. Subject to the terms of the Monitoring Well Easement and Reinjection Well Easement, the parties agree that the safety, monitoring and management of the Wells is the responsibility of Contact. In the event that Contact abandons any of the aforementioned Wells and confirms in writing to WIGC it no longer requires access to those Wells, Contact will remove any surface structures, make safe the affected area and otherwise comply with all relevant industry standards and protocols in respect of abandonment of a geothermal well and agrees to the surrender of the relevant easements from the record(s) of title to the WIGC Land.

#### **Grant of Encumbrances and Easements**

11. Irrespective of whether required to do so as a condition of consent, on receipt of the Resource Consent:
  - a. for the Proposed Development:
    - i. WIGC agrees to grant, and Contact accepts, the Development Encumbrance as a first charge on that part of the Record of Title to the WIGC Land which relates to the Development Area; and
    - ii. WIGC agrees to grant, and Contact agrees to accept, the Monitoring Well Easement over the Monitoring Well Easement Area; and
  - b. for the Manager's Residence, WIGC agrees to grant, and Contact accepts, the Manager's Encumbrance as a first charge on that part of the Record of Title to the WIGC Land which relates to the Manager's Residence,  
  
both on the terms set out in this Agreement.
12. On the Date of Agreement, WIGC agrees to grant, and Contact agrees to accept, the Reinjection Well Easement over the Reinjection Well Easement Area on the terms set out in this Agreement.

#### **Survey and registration**

13. Subject to receipt of the Resource Consent for the Proposed Development and in any event before the issue of the separate titles for the lots within the Proposed Development;
  - a. in relation to the Development Encumbrance, WIGC will (at its cost):
    - i. prepare the Development Encumbrance for registration and provide a copy to Contact's solicitor for approval (such approval not to be unreasonably withheld or delayed);
    - ii. procure all consents and approvals necessary to register the Development Encumbrance as a first charge;
    - iii. register the Development Encumbrance against the Record of Title for the WIGC Land as it relates to the Development Area, as a first charge, with such registration to occur before any subdivision of the WIGC Land in respect of the Proposed Development takes place (and the parties acknowledge that notwithstanding the foregoing, the Encumbrance may be registered in the

- same e-dealing as the subdivision for the Proposed Development, provided the Development Encumbrance instrument is registered ahead of any other instrument affecting the Development Area, including the 'order for new certificate of title' (or equivalent) instrument, but excluding the Monitoring Well Easement); and
- iv. promptly provide a copy of the registered Development Encumbrance to Contact once registration is confirmed by LINZ;
- b. in relation to the Monitoring Well Easement, WIGC will (at its cost, subject to clause 20):
- i. procure a survey plan showing the proposed location of the Monitoring Well Easement Area and will provide a copy of that survey plan to Contact for approval prior to any deposit of that plan with LINZ. The parties acknowledge that the Monitoring Well Easement Area will be shown on the survey plan for the Proposed Development;
  - ii. prepare the Monitoring Well Easement for registration and provide a copy to Contact's solicitor for approval (such approval not to be unreasonably withheld or delayed);
  - iii. procure all consents and approvals necessary to register the Monitoring Well Easement; and
  - iv. register the Monitoring Well Easement (and the parties acknowledge the Monitoring Well Easement may be registered in the same e-dealing as the subdivision for the Proposed Development, provided the Monitoring Well Easement instrument is registered ahead of any other instrument being registered as part of that subdivision) and promptly provide a copy of the registered instrument to Contact once registration is confirmed by LINZ.

14. For the purposes of clause 13(a) and clause 16:

- a. Contact will provide to WIGC, for inclusion in the same e-dealing as the Proposed Development subdivision, a partial surrender of the Encumbrance in respect of any part of WIGC Land which is not part of the Development Area or the Manager's Residence (as applicable), to the intent that the Encumbrances shall only remain registered against the Development Area and Manager's Residence (as applicable); and
- b. in its capacity as encumbrancee, Contact will not unreasonably withhold or delay its consent to the registration of any interest (including without limitation any easement) provided that:
  - i. the Encumbrances remain as first registered charges;
  - ii. the relevant interest does not conflict with Contact's rights under either Encumbrance;
  - iii. any person taking an interest in the Development Area or Manager's Residence (as applicable) (excluding any registered bank or similar lending



or financial institution) agrees to comply with the terms of the relevant Encumbrance, such agreement to be inserted into the relevant document on such terms as Contact may reasonably require.

15. Promptly following the Date of Agreement in relation to the Reinjection Well Easement, Contact will (at its cost):
  - a. procure a survey plan showing the proposed location of the Reinjection Well Easement Area (with the upper limit of that easement area being not less than 500m below the existing natural ground level) and will provide a copy of that survey plan to WIGC for approval prior to any deposit of that plan with LINZ (such approval not to be unreasonably withheld or delayed provided the location of Reinjection Well Easement Area is consistent with the scheme plan included in Annexure F and comprises a corridor of not wider than 50 metres);
  - b. prepare the Reinjection Well Easement for registration and provide a copy to WIGC's solicitor for approval (not to be unreasonably withheld or delayed); and
  - c. procure all consents and approvals necessary to register the Reinjection Well Easement, and WIGC will provide all necessary assistance to Contact in securing such consents and approvals.
  
16. Subject to WIGC obtaining the Resource Consent for the Manager's Residence, prior to the Registration Longstop, WIGC will (at its cost):
  - a. procure a survey plan showing the proposed location of the Manager's Residence (generally consistent with the plan previously provided to and approved by Contact in accordance with clause 7c) and will provide a copy of that survey plan to Contact for approval (not to be unreasonably withheld or delayed) prior to any deposit of that plan with LINZ. The parties acknowledge that the Manager's Residence may be shown on the survey plan for the Proposed Development;
  - b. prepare the Encumbrance for registration and provide a copy to Contact's solicitor for approval (not to be unreasonably withheld or delayed);
  - c. procure all consents and approvals necessary to register the Encumbrance as a first charge;
  - d. register the Encumbrance against the Record of Title for the WIGC Land as it relates to the Manager's Residence, as a first charge. The Encumbrance may be registered in the same e-dealing as the subdivision for the Proposed Development, provided the Encumbrance is registered ahead of any other instrument which affects the Manager's Residence; and
  - e. promptly provide a copy of the registered Encumbrance to Contact once registration is confirmed by LINZ.
  
17. Both parties will sign and deliver any documentation, and do all things, reasonably required to register the Reinjection Well Easement and, subject to receipt of the relevant Resource Consent, the other Interests in accordance with clauses 13 and 16. Subject to WIGC complying with the terms of this Agreement, Contact will not unreasonably withhold its consent to any reasonable request from WIGC to facilitate the registration of the documents required to issue

the new titles for its development in accordance with the Resource Consent for the Proposed Development.

#### **Costs**

18. The parties shall each bear their own legal costs and expenses associated with registering the Interests.
19. WIGC shall pay for the survey and registration costs of the Encumbrances and Monitoring Well Easement, subject to clause 20.
20. Contact shall pay for:
  - a. the survey and registration costs of the Reinjection Well Easement; and
  - b. a reasonable contribution to the survey costs of the Monitoring Well Easement, to reflect the reasonable and properly incurred additional costs of adding the Monitoring Well Easement Area to the survey plan for the Proposed Development.

Contact will pay such reasonable contribution promptly following receipt of a valid tax invoice from WIGC, together with reasonable supporting evidence of the costs claimed.

#### **Compliance and Term**

21. WIGC will ensure that the implementation and operation of the Resource Consent for the Proposed Development and Manager's Residence complies with this Agreement and the Interests. For the avoidance of doubt:
  - a. WIGC may seek to undertake development of the Development Area at a different scale or layout than the Proposed Development, in which case WIGC will consult with Contact which shall not unreasonably withhold its written approval to the modified Proposed Development provided that WIGC continues to comply with the terms and intent of this Agreement;
  - b. WIGC will not seek to develop or subdivide any area outside of the Development Area as shown on the Draft Plan as part of the Proposed Development (save for the Manager's Residence as contemplated by this Agreement). This clause 21b does not limit WIGC separately seeking to develop or subdivide any land outside the Development Area under a separate Resource Consent, and for the avoidance of doubt, other than in respect of the Manager's Residence (as set out herein), Contact is not required to consent to or support such development under this Agreement.
22. Notwithstanding that the Interests may not have been registered, from the date of receipt by WIGC of the approved Resource Consent for:
  - a. the Proposed Development, the parties shall be bound by the terms, covenants, and provisions contained in the Encumbrance over the Development Area and the Monitoring Well Easement, as if those Instruments had been duly registered; and
  - b. the Manager's Residence, the parties shall be bound by the terms, covenants, and provisions contained in the Encumbrance over the Manager's Residence as if that Instrument had been duly registered.

23. If:

- a. WIGC has not submitted an application for Resource Consent for the Proposed Development by the date which is ten (10) years from the Date of Agreement, this Agreement in so far as it relates to the Proposed Development shall expire on that date and Contact may withdraw any consent or support it has given in relation to the Proposed Development; or
- b. the Resource Consent for the Proposed Development has issued but is either surrendered or lapses without being implemented, then this Agreement in so far as it relates to the Proposed Development shall expire on the date of such surrender or lapse,

whereupon Contact shall have no further interest in the Development Land pursuant to this Agreement, provided that this Agreement as it relates to wells WK034 and WK034/0, the Reinjection Well Easement, and (subject to clause 24) the Manager's Residence shall continue in full force and effect, and without limitation the following clauses shall survive expiry:

- a. subject to clause 24, clause 7 (Manager's Residence), 11b (grant of encumbrance), 16 (survey and registration), 22b (encumbrance binding), 24 (expiry), 31b (disposal of interest); and
- b. clauses 8 to 10 (Wells), 12 (grant of Reinjection Well Easement), 14 (surrender and consent), 15 (survey and registration), 17 (do all things necessary)(as that clause relates to the Reinjection Well Easement), 18 and 20 (costs), this clause 23 (expiry), 25 (expiry), 27-30 (dispute resolution), 31c (disposal of interest), 32 (caveat) (as it relates to clause 9, the Reinjection Well Easement and the Manager's Encumbrance), and 33 to 42.

24. If:

- a. WIGC has not submitted an application for Resource Consent for the Manager's Residence by the date which is ten (10) years from the Date of Agreement, this Agreement as it relates to the Manager's Residence shall expire on that date and Contact may withdraw any consent or support it has given in relation to the Manager's Residence; or
- b. the Resource Consent for the Manager's Residence has issued but is either surrendered or lapses without being implemented, then this Agreement as it relates to the Manager's Residence shall expire on the date of such surrender or lapse,

whereupon Contact shall have no further interest in the Manager's Area pursuant to this Agreement provided that this Agreement as it relates to wells WK034 and WK034/0, the Reinjection Well Easement, and (subject to clause 23) the Proposed Development shall continue in full force and effect and without limitation the following clauses shall survive expiry:

- a. subject to clause 23, clause 4 to 6 (proposed development), 11a (grant of encumbrance and easement), 15 (survey and registration), 17 (do all things necessary)(as that clause relates to the Monitoring Well Easement and the Development Encumbrance), 19 (costs), 21 (compliance and term), 22a (Interests binding), 23 (expiry), 31a (disposal of interest); and

- b. clauses 8 to 10 (Wells), 12 (grant of Reinjection Well Easement), 14 (surrender and consent), 15 (survey and registration), 17 (do all things necessary)(as that clause relates to the Reinjection Well Easement), 18 and 20 (costs), this clause 24 (expiry), 25 (expiry), 27 to 30 (dispute resolution), 31c (disposal of interest), 32 (caveat)(but not in respect of the Manager's Encumbrance), and 33 to 42.
25. To avoid doubt, if the Agreement has expired pursuant to both clause 23 and 24, the following clauses shall survive expiry: clauses 8 to 10 (Wells), 12 (grant of Reinjection Well Easement), 15 (survey and registration), 17 (do all things necessary)(as it relates to the Reinjection Well Easement), 18 and 20 (costs), this clause 25 (expiry), 27-30 (dispute resolution), 31c (disposal of interest), 32 (caveat)(as it relates to the Reinjection Well Easement and the rights in clause 9), and 33 to 42.

#### **Contact Resource Consent – Agreed Terms**

26. From the Date of Agreement until registration of the Encumbrance , WIGC agrees (in its capacity as occupier and registered owner of the Development Land and the Manager's Residence) not to submit against or oppose Contact's Resource Consent applications for the continued operation of the Wairakei Geothermal Field. To avoid doubt, this clause 26 does not limit WIGC's rights in relation to the balance of the WIGC Land.

#### **Dispute resolution**

27. If any dispute arises under this Agreement the parties will in good faith meet to negotiate, and if possible resolve, the dispute between them.
28. If the dispute cannot be resolved by negotiation within 15 Working Days, the parties agree to refer the matter to formal mediation with the assistance of a single mediator agreed between them or, failing agreement, nominated by the President of the Wellington branch of the New Zealand Law Society.
29. Each party will pay half of the mediator's fees and expenses and will otherwise bear its own costs of mediation. Each party will do everything reasonably necessary to ensure the mediation occurs and is finalised as soon as is practicable after the dispute is referred to mediation.
30. Neither party may commence court or arbitration proceedings in relation to any dispute unless that party has first complied with the procedures set out above, provided always that nothing in this Agreement will prevent either party from seeking interlocutory relief.

#### **Succession and Disposal of Interest**

31. WIGC shall not sell, transfer, mortgage, lease, or otherwise part with possession or ownership of:
- a. the Development Area prior to the registration of the Development Encumbrance and Monitoring Well Easement;
  - b. the Manager's Residence prior to the registration of the Manager's Encumbrance; and
  - c. or any other part of the WIGC Land prior to registration of Reinjection Well Easement within the relevant part of the WIGC Land,

without the written consent of Contact, which shall not be unreasonably withheld if the proposed purchaser, mortgagee, transferee, or lessee (the "**Transferee**") has entered into a deed of covenant (on terms approved by Contact in its reasonable discretion) with WIGC and Contact, confirming that the Transferee agrees to be bound by the terms of this Agreement as they affect that part of the WIGC Land so transferred.

32. At any time prior to registration of the Interests, the parties agree Contact may register a caveat against the WIGC Land protecting its interests pursuant to the Interests under this Agreement provided that Contact shall not unreasonably withhold or delay its consent to the registration of any interest which does not affect the Development Area or Manager's Residence or prejudice the Interests. Contact shall promptly withdraw its caveat on or following the registration of the Interests in accordance with this Agreement. For the avoidance of doubt, Contact acknowledges and agrees that the rights granted pursuant to clause 9 (relating to Wells WK034 and WK034/0) are rights in contract only, are personal to WIGC and so do not bind successors in title of WIGC, are not interests in land creating caveatable interests and Contact will not lodge a caveat in respect of those clause 9 rights.
33. WIGC may enter into conditional sale and purchase agreements in respect of the completed lots within the Proposed Development, provided that settlement under such agreements may not occur before registration of the Encumbrance over the Development Area and Monitoring Well Easement has been completed in accordance with this Agreement.

#### **Further Assurances**

34. The parties shall always act in good faith and do all acts and things and execute all documents reasonably necessary to give full and proper effect to this Agreement and the rights and interests granted herein and those subsequent documents, and each shall enter into such further documents and registrable instruments (including co-operating to permit such instruments to be registered and obtaining any mortgagee/chargeholder's consent) necessary to more fully give effect to the same and to preserve the integrity of the long term arrangements agreed upon.

#### **Notices**

35. Every notice to be given by a party to another party under or in connection with this Agreement must be in writing and signed by the party or an authorised representative of the party serving the notice.
36. Every notice to be given under or in connection with the Agreement must be given by one of the methods below, and will be deemed to be received as follows:
  - a. Personal delivery to the address below, at the time of such delivery;
  - b. Mailing by pre-paid post to the address below, 7 Working Days after the date of mailing; and
  - c. Email transmission to the email address below, at the time the sender's email system confirms that the email was sent to the email address of the recipient (unless the

recipient proves that contrary to the sender's email confirmation, the email was not sent or was not properly sent to the recipient's email address).

**WIGC**

Level 2  
16 Viaduct Harbour Avenue  
Auckland 1010

PO Box 1671  
Shortland Street  
Auckland 1140

Attention: Gary Lane  
Email: grant@lanes.co.nz

**Contact:**

Level 2  
Harbour City Tower  
29 Brandon Street

PO Box 10742  
The Terrace  
Wellington 6143

Attention General Counsel  
Email: companysecretary@contactenergy.co.nz

37. For the purposes of this Agreement, any notice delivered after 5.00pm on a Working Day, or at any time on a non-Working Day, will be deemed received at 9.00am on the next Working Day.

**No waiver**

38. No waiver of any breach of this Agreement will be deemed to be a waiver of any other or any subsequent breach. The failure of either party to enforce any provision of the Agreement at any time will not be interpreted as a waiver of the provision.
39. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement shall negate, limit or exclude any duty or liability which Contact (or its assignee or successors in title) may at any time have to WIGC (or its successors in title) in respect of any geothermal development induced subsidence or ground movement (whether up or down), or damage to, any WIGCL Land (or any structure thereon) for which Contact (or its assignee or successors in title) is responsible or culpable at law.

**Entire Agreement**

40. This Agreement represents the entire agreement between the parties regarding its subject matter.

**Severability**

41. In the event that any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement.

#### **Amendments**

42. No amendment to this Agreement will be effective unless it is in writing and signed by both parties.

#### **Counterparts**

43. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. A pdf copy attached to an email, showing a representation of the signature of any party shall be deemed to be an original counterpart.
44. The parties agree that either party may sign this Agreement by electronic means. If a party signs this Agreement by electronic means, that party represents and warrants to the other party that the form of the electronic signature complies with the requirements set out in section 228 of the Contract and Commercial Law Act 2017.

#### **Power of Attorney**

45. If either party executes this Agreement by an attorney, the attorney will provide at the time of signing this Agreement a copy of the Power of Attorney together with a certificate of non-revocation.

SIGNED on behalf of **Wairakei International Golf Course Limited** by

*Gary R Lane*

Director

Gary Rodney Lane

Name of Director

Witness to above signature:

*[Handwritten Signature]*

Signature

Receptionist

Occupation

Auckland

Address

*Grant Lawrence Helsby*

Director

Grant Lawrence Helsby

Name of Director

Witness to above signature:

*[Handwritten Signature]*

Signature

Receptionist

Occupation

Auckland.

Address

**SIGNED** for and on behalf

of **CONTACT ENERGY LIMITED**

by its Authorised Signatory / Attorney

*Nicole Lucy Chelmis*

[Print Name] in the presence of

*[Handwritten Signature]*

Witness signature

*Nicole Lucy Chelmis*

Full name

*606/115 Vivian St*

Address

*Lawyer*

Occupation

*[Handwritten Signature]*

Signature

Christopher J. Abbott

**Note:**

-Person authorised by constitution - signature must be witnessed

-Attorney appointed under s181 Companies Act - signature does not need to be witnessed



## Annexure A – WIGC Land



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



R. W. Muir  
Registrar-General  
of Land

**Identifier** 505925  
**Land Registration District** South Auckland  
**Date Issued** 14 July 2010

**Prior References**  
SA11A.175

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**Estate** Fee Simple  
**Area** 145 7187 hectares more or less  
**Legal Description** Lot 1 Deposited Plan 426900

**Registered Owners**  
Wairakei International Golf Course Limited

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**Interests**

Appurtenant hereto is a right to convey water for a term of 999 years commencing on 1.10.1996 created by Deed of Grant of Easement 60C 497 - 26.11.1996 at 9.00 am

5546488 Gazette Notice declaring No. 1 State Highway (Awanui to Bluff) fronting the within land to be a limited access road - 3.2.1972 at 9.30 am

Appurtenant hereto is a right to convey water created by Transfer B058186.3 - 12.12.1991 at 2.10 pm

Appurtenant hereto is a right to convey water created by Transfer B058186.4 - 12.12.1991 at 2.10 pm

Subject to a right of way over parts marked L and T on DP 426900 created by Transfer B155439.4 - 13.8.1993 at 1.30 pm

Appurtenant hereto is a right to convey water created by Transfer B396717 - 11.2.1997 at 11.03 am

Subject to a right of way over parts marked A, B, C, D, F and G, a right to convey water over parts marked K, L, M, O, B and P, a right to convey electricity and telecommunications over parts marked U, F, V, O, B and P and a right to convey geothermal water and the right to convey water (for non-potable purposes over parts marked Q, M, O, B and P all on DP 426900 created by Easement Instrument 8504722.2 - 14.7.2010 at 4.06 pm

Appurtenant hereto is a right to convey electricity and geothermal water created by Easement Instrument 8504722.2 - 14.7.2010 at 4.06 pm

Some of the easements created by Easement Instrument 8504722.2 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 8504722.3 - 14.7.2010 at 4.06 pm

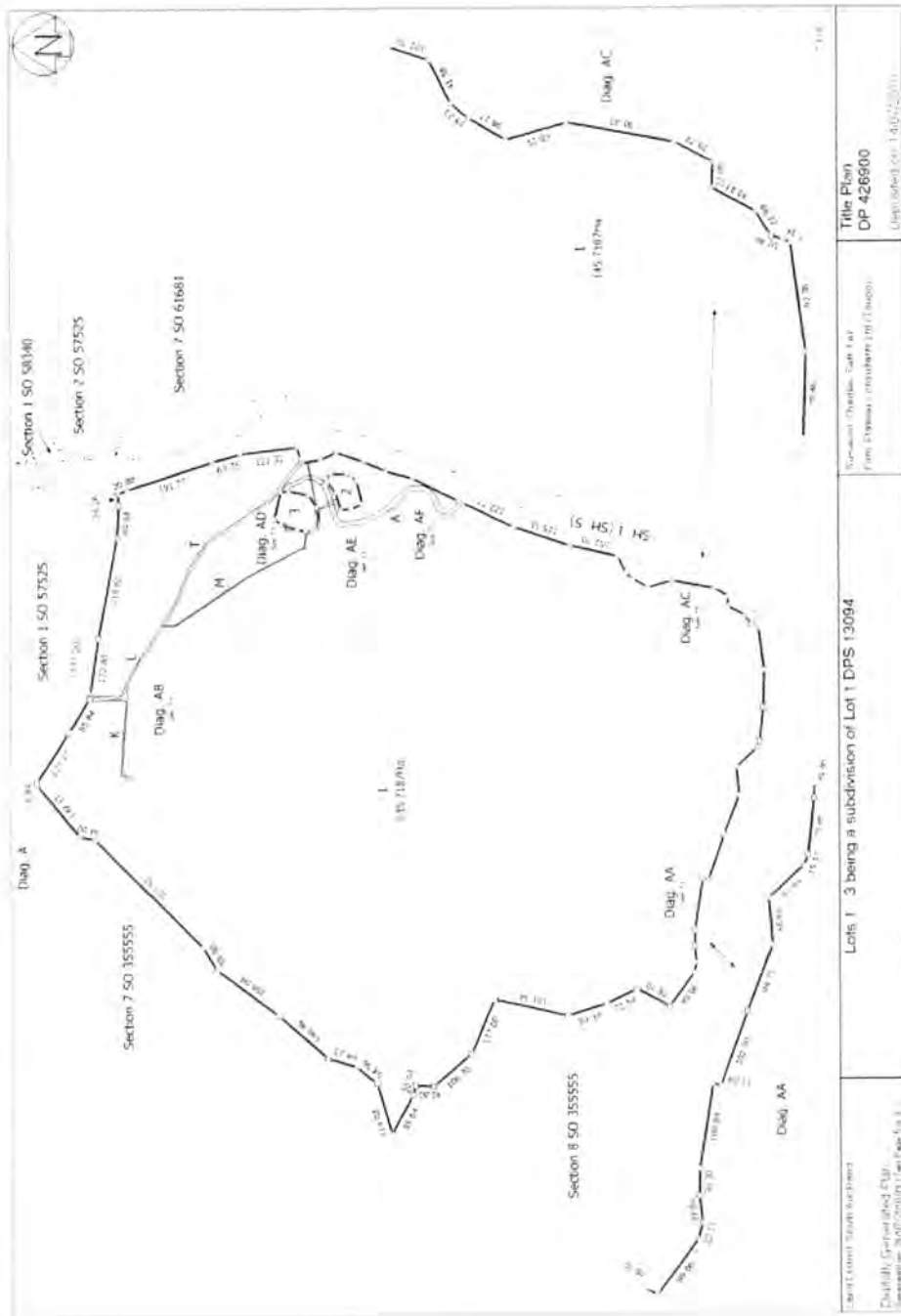
Land Covenant in Easement Instrument 8504722.4 - 14.7.2010 at 4.06 pm

9205531.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - 19.10.2012 at 11.15 am

Subject to a right to convey electricity, telecommunications and electronic data over part marked A, C and D on DP 496106 created by Easement Instrument 10467472.1 - 27.10.2016 at 2.54 pm

Subject to a right to convey water and telecommunications over part marked A, B, C and D on DP 554931 created by Easement Instrument 11948753.1 - 20.8.2021 at 4.16 pm

Identifier 505925



Identifier

505925

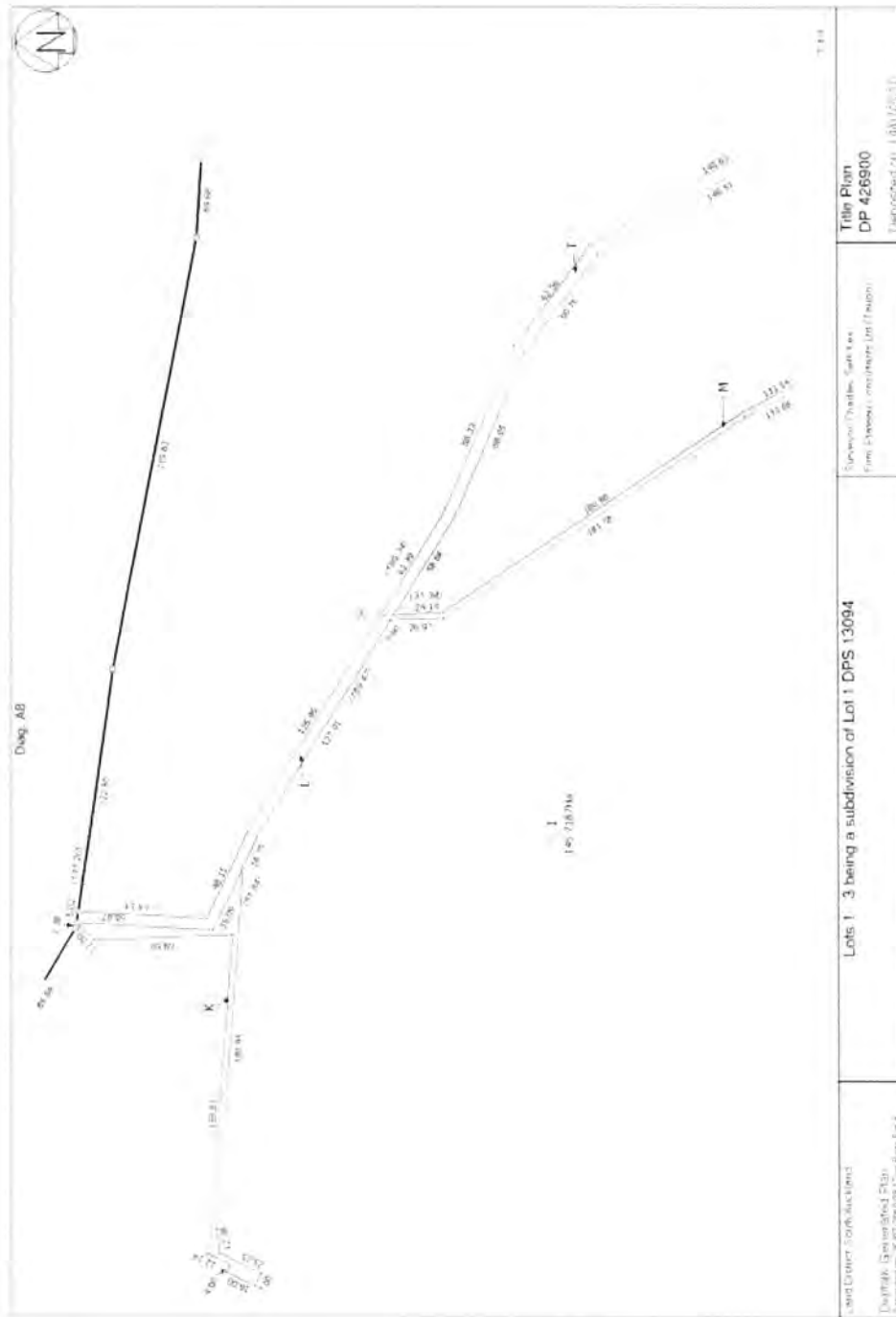


Identifier

505925



Identifier 505925



LMB CON 4268900 Drafted: Generated 2/18/2019 10:00:00 AM LMB CON 4268900	Lots 1 - 3 being a subdivision of Lot 1 DPS 13094	Surveyed (Partial) Section From: Cheboygan Township, MI (Twp)	Title Plan DP 4268900 LMB CON 4268900
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**Annexure B – Draft Plan**

**EXISTING EASEMENTS**

**EXISTING EASEMENTS REALIGNED**

**PEDESTRIAN ACCESS (RIGHT OF WAY)**

**JOINTLY OWNED ACCESS LOTS**

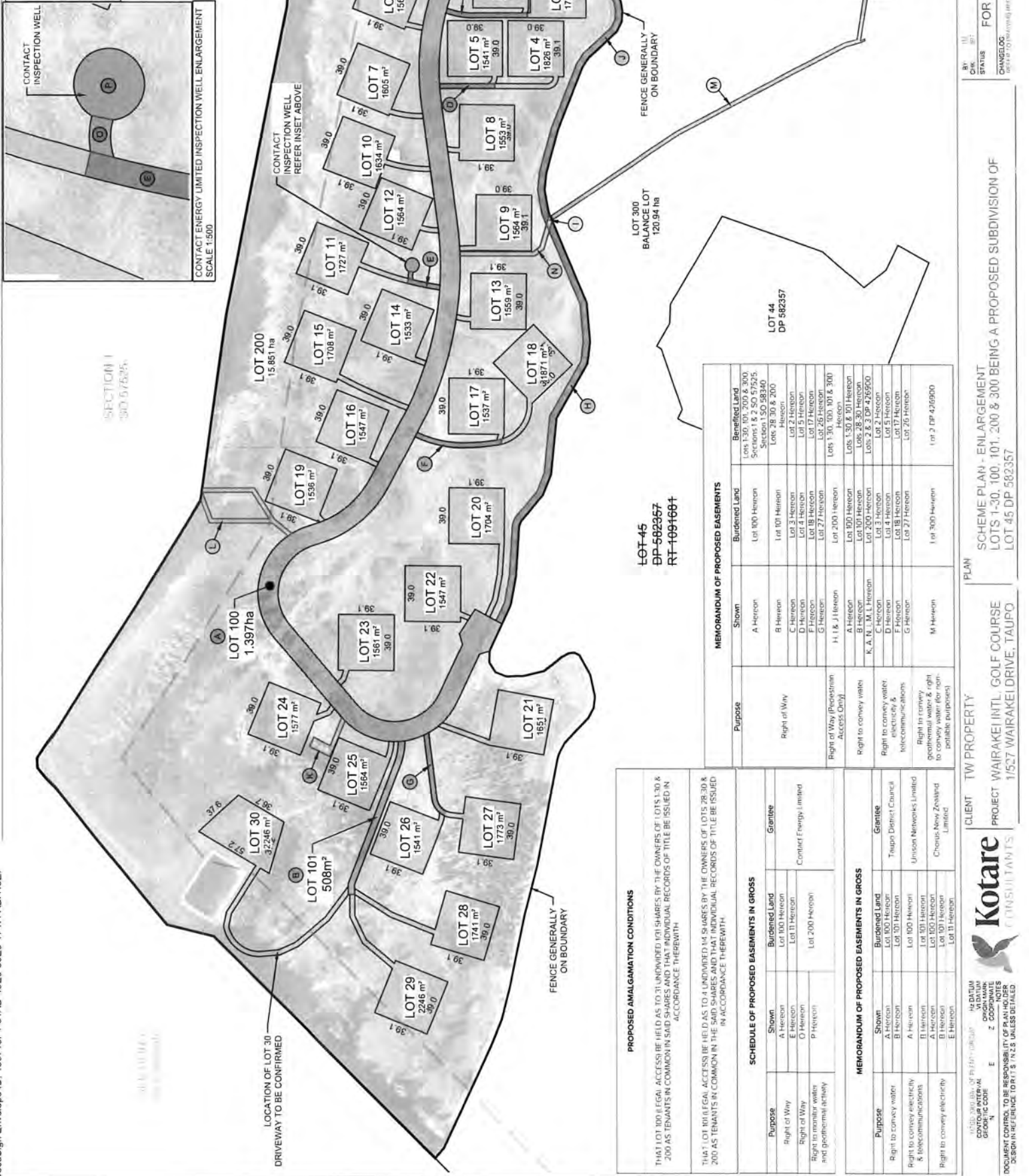
**EXTERNAL BOUNDARY SETBACK (50m)**

**KEY**

- CONTACT INSPECTION WELL

**CONTACT ENERGY LIMITED INSPECTION WELL ENLARGEMENT**  
SCALE 1:500

WAIRAKEI DRIVE



SECTION I  
300 5/7525

**LOT 45**  
**DP-582357**  
**RT-4981684**

**NOTES:**  
This plan has been prepared for the purposes of a resource consent application. Areas, boundaries and dimensions are subject to survey and should not be attached to any sales and purchase agreements without a condition to allow for variation.  
This subdivision is subject to RT 156237  
Record of Title: 1011981  
Registered Owners: Wairakei International Golf Course Limited  
Land District: South Auckland  
Regional Authority: Waikato District Council  
Coordinates are in terms of the New Zealand Geodetic Datum 2000, Bay of Plenty Coordinate System.  
Existing boundaries have mapped from existing survey records L1 582357 (RPAS) (drones) on the below survey date.  
The subdivision design herein was prepared by others, and is subject to their terms and conditions.  
Dimensions are in metres unless otherwise noted.

MEMORANDUM OF PROPOSED EASEMENTS		
Purpose	Shown	Benefited Land
Right of Way (Pedestrian Access Only)	A Hereon B Hereon C Hereon D Hereon E Hereon G Hereon	Lots 130, 101, 200 & 300 Sections 1 & 2 SO 57525 Section 1 SO 58340 Lots 28, 30 & 200 Hereon Lot 2 Hereon Lot 3 Hereon Lot 4 Hereon Lot 7 Hereon Lot 17 Hereon Lot 26 Hereon
Right to convey water	A Hereon B Hereon	Lot 200 Hereon Lots 1, 30 & 101 Hereon
Right to convey water & electricity & telecommunications	A Hereon B Hereon C Hereon D Hereon E Hereon F Hereon G Hereon	Lot 100 Hereon Lot 101 Hereon Lot 200 Hereon Lot 3 Hereon Lot 4 Hereon Lot 18 Hereon Lot 27 Hereon
Right to convey gas & water to geothermal water & right to telecommunications (for portable purposes)	M Hereon	Lot 300 Hereon

**PROPOSED AMALGAMATION CONDITIONS**

THAT LOT 100 (LEGAL ACCESS) BE HELD AS TO 31 UNDIVIDED P/31 SHARES, BY THE OWNERS OF LOTS 130 & 200 AS TENANTS IN COMMON IN SAID SHARES AND THAT INDIVIDUAL RECORDS OF TITLE BE ISSUED IN ACCORDANCE THEREWITH

THAT LOT 101 (LEGAL ACCESS) BE HELD AS TO 4 UNDIVIDED 1/4 SHARES BY THE OWNERS OF LOTS 28, 30 & 200 AS TENANTS IN COMMON IN SAID SHARES AND THAT INDIVIDUAL RECORDS OF TITLE BE ISSUED IN ACCORDANCE THEREWITH.

SCHEDULE OF PROPOSED EASEMENTS IN GROSS		
Purpose	Shown	Burdened Land
Right of Way	A Hereon E Hereon H Hereon	Lot 100 Hereon Lot 101 Hereon Lot 200 Hereon
Right to convey water and geothermal activity	P Hereon	Lot 200 Hereon

MEMORANDUM OF PROPOSED EASEMENTS IN GROSS		
Purpose	Shown	Burdened Land
Right to convey water	A Hereon B Hereon C Hereon D Hereon	Lot 100 Hereon Lot 101 Hereon Lot 100 Hereon Lot 101 Hereon
Right to convey electricity & telecommunications	A Hereon B Hereon C Hereon D Hereon	Lot 100 Hereon Lot 101 Hereon Lot 100 Hereon Lot 101 Hereon
Right to convey electricity	E Hereon	Lot 101 Hereon

**SCHEME PLAN - ENLARGEMENT**  
LOTS 1-30, 100, 101, 200 & 300 BEING A PROPOSED SUBDIVISION OF  
LOT 45 DP 582357

**TW PROPERTY**

**CLIENT** WAIRAKEI INTL GOLF COURSE  
1/57 WAIRAKEI DRIVE, TAUPO

**Kotare**  
CONSULTANTS

DATE: 21.09.2023  
SCALE: 1:2500  
DATE: 21.09.2023

BY: [Signature] FOR CONSENT  
CIC: [Signature] PLAN  
STATUS: CHANGES  
REV: B  
1102-SC-00-092

## Annexure C – Encumbrance



Form 18

**Encumbrance instrument**

(Section 100 Land Transfer Act 2017)

Land Registration District

South Auckland

Record of Title

All/Part

Area/description of part

[505925]

[Part]

**[Drafting note – one Encumbrance will apply to the Development Area, and one Encumbrance will apply to the Manager's Residence (as those terms defined in the Deed of Agreement). To confirm title / area references at point each Encumbrance is registered]**

Encumbrancer

Wairakei International Golf Course Limited

Encumbrancee

Contact Energy Limited

Estate or interest to be encumbered

*Insert e.g. Fee simple; Leasehold in Lease No. etc.*

Fee simple

Encumbrance Memorandum Number

N/A

Nature of security

*State whether sum of money, annuity or rentcharge and amount*

\$1 per annum if demanded

Operative clause

*Delete words in [ ], as appropriate*

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above record of title with the above sum of money, annuity or rentcharge, to be raised and paid in accordance with the terms set out in the Annexure Schedule(s) and so as to incorporate in this Encumbrance the terms and other provisions set out in the Annexure Schedule(s) for the better securing to the Encumbrancee the payment(s) secured by this Encumbrance, and compliance by the Encumbrancer with the terms of this Encumbrance.

Terms

- 1 Length of term: See clause 1, First Schedule of the Annexure Schedule.
- 2 Payment date(s): See clause 1, First Schedule of the Annexure Schedule.
- 3 Rate(s) of interest: 0%
- 4 Event(s) in which the sum, annuity or rentcharge becomes payable: See clause 1, First Schedule of the Annexure Schedule.
- 5 Event(s) in which the sum, annuity or rentcharge ceases to be payable: See clause 5, First Schedule of the Annexure Schedule.

Covenants and conditions

*Continue in Annexure Schedule(s), if required*

See attached annexure schedule

Modification of statutory provisions

*Continue in Annexure Schedule(s), if required*

See attached annexure schedule

## ANNEXURE SCHEDULE

### FIRST SCHEDULE

#### (Terms and Conditions of Encumbrance)

1. The Encumbrancer encumbers the Encumbered Land for the benefit of Contact Energy Limited ("Contact") in perpetuity (but determinable as may be provided) with an annual rent charge of \$1.00 to be paid to Contact by the first day of January in each year if demanded by that date. The first payment if so demanded is due on or before the first day of January next succeeding the date of this Encumbrance. The covenants in the Fourth Schedule to be observed and performed by the Encumbrancer shall be enforceable only against the owners and occupiers from time to time of the Encumbered Land (or relevant part thereof) and not otherwise against the Encumbrancer, or any other former owner of the Encumbrancer's interest to the intent that nothing in this Encumbrance shall restrict the rights of the Encumbrancer in respect of any other land contained in the same record of title as the Encumbered Land.
2. No delay or failure by Contact to enforce performance of any of the covenants set out in the Fourth Schedule and no indulgence granted to the Encumbrancer by Contact shall prejudice the rights of Contact to enforce any of the covenants or provisions of this Encumbrance.
3. Section 75 of the Land Transfer Act 2017 and sections 203 and 204 of the Property Law Act 2007 apply to this Encumbrance but otherwise (and without prejudice to Contact's Rights of Action at Common Law as a rent chargee):
  - (a) Contact shall be entitled to none of the powers and remedies given to encumbrancees by the Land Transfer Act 2017 and the Property Law Act 2007; and
  - (b) no covenants on the part of the Encumbrancer and its successors in title other than those stated herein are implied in this Encumbrance other than the covenants for further assurance implied by section 208 of the Land Transfer Act 2017.
4. Subject to clause 6, the parties intend that this Encumbrance will have effect between them as a binding arrangement as from execution by them both and notwithstanding registration or otherwise of this Encumbrance.
5. This rent charge shall immediately determine and the Encumbrancer shall be entitled to a discharge of this Encumbrance if the covenants set out in the Fourth Schedule become entirely obsolete or, except in the case of continuing covenants, have been performed.
6. Notwithstanding anything to the contrary expressed or implied herein, in the event that the Encumbrancer ceases to be the owner of the Encumbered Land or any part thereof (the "**Disposed Land**") the Encumbrancer shall be released from its obligations and liability pursuant to this Encumbrance as they relate to the Disposed Land, and the acquirer of the Disposed Land shall assume (for the time being) the responsibilities and liabilities and obligations of the Encumbrancer in respect of the Disposed Land, to the intent that this Encumbrance shall bind the Encumbrancer's assigns and successors in title.

## SECOND SCHEDULE

("The Encumbered Land")

[Part of the land comprised in Lot 1 Deposited Plan 426900, contained in Record of Title 505925 (South Auckland registry)] *Drafting note – one Encumbrance will apply to the Development Area, and one Encumbrance will apply to the Manager's Residence (as those terms defined in the Deed of Agreement). To confirm title / area references at point each Encumbrance is registered]*

### THIRD SCHEDULE

#### (The Circumstances)

1. Contact undertakes activities on land to the north and east of the Encumbered Land associated with the development and use of the Wairakei-Tauhara Geothermal System for electricity generation purposes, and has resource consents that allow Contact to drill wells, take and inject geothermal water, and construct and operate power stations and infrastructure associated with geothermal electricity generation ("**Contact's Geothermal Activities**").
2. Contact's Geothermal Activities involve, inter alia, the drilling and operation of geothermal wells and pipelines. The drilling of geothermal wells involves, inter alia, the construction of well pads and access tracks where required and the installation of steamfield equipment such as pipeline and associated separator plants. The drilling operation itself is a 24 hour/7 day a week operation and each well typically takes 2-3 months to drill. While Contact undertakes drilling as efficiently as practicable, the operation is noisy and drill rigs have to be well-lighted for safety reasons. Construction of well pads involves earthworks to establish a large flat surface on which the drilling operation might be undertaken.
3. Development of the Encumbered Land may give rise to an ability for the Encumbrancer, its successors, and occupiers to seek that constraints be placed under the Resource Management Act 1991 (or any amendment or replacement legislation) on Contact's Geothermal Activities undertaken on land nearby to the Encumbered Land (including both present and future activities).
4. The parties have entered into this Encumbrance to:
  - (a) provide that the owners and occupiers of the Encumbered Land from time to time shall not object to the carrying out of Contact's Geothermal Activities, and not complain or use planning or other Resource Management Act 1991 (or any amendment or replacement legislation) processes to interfere with Contact's business operations by reason of actual or potential adverse effects of those operations on the use of the Encumbered Land; and
  - (b) ensure that Contact will be protected from any adverse effects that would otherwise have the potential to be imposed on it as a result of the Encumbrancer's current and future activities and/or development of the Encumbered Land.

## FOURTH SCHEDULE

### (The Encumbrancer's Covenants)

The Encumbrancer covenants with Contact as follows:

#### 1. Encumbrancer to Support Contact's Applications for Consent

*Explanatory note: This clause obliges the Encumbrancer in its capacity as owner / occupier of the Encumbered Land to approve Contact's consent applications and not to use planning or other Resource Management Act 1991 (or any amendment or replacement legislation) processes to interfere with Contact's Geothermal Activities.*

1.1 The Encumbrancer will (in its capacity as registered owner of the Encumbered Land, but not otherwise) and will procure that any occupier, licensee, lessee or any third party taking an interest in the Encumbered Land (subject to clause 1.3) will (in their respective capacities as occupier, licensee, lessee or other third-party interest in relation to the Encumbered Land):

1.1.1 subject to clause 1.2, provide (and not withdraw) written approval for the purposes of the Resource Management Act 1991 (or any amendment or replacement legislation) and provide support for Contact's statutory approvals resource consent applications and/or notices of requirement (including any appeal(s)) required from time to time by Contact) for the lawful carrying on of any activity and / or land use reasonably and / or fairly required in relation to Contact's Geothermal Activities and/or to obtain the benefits of the arrangements contemplated by this Encumbrance;

1.1.2 subject to clause 1.2, not submit against or object, or request or encourage any other person to submit against or object, for the purposes of the Resource Management Act 1991 (or any amendment or replacement legislation):

1.1.2.1 to any of Contact's statutory approvals, resource consent applications and/or notices of requirement (including any variations to conditions or appeal(s) of same) required from time to time by Contact for the lawful carrying on of any activity (including any necessary operational matters which include but are not limited to noise and vibration), required in relation to Contact's Geothermal Activities and/or to obtain the benefits of the arrangements contemplated by this Encumbrance by reason of the actual or potential adverse effects on the use of the Land; or

1.1.2.2 to the exercise of such statutory approvals, resource consents and/or designations in compliance with all terms and conditions specified therein, once granted;

1.1.3 not directly or indirectly submit on any Resource Management Act 1991 (or any amendment or replacement legislation) process (including, but not limited to, planning and policy documents such as National Policy Statements, National Environmental

Statements, Regional Policy Statements, Regional Plans or District Plans) in a manner that may adversely affect or compromise Contact's Geothermal Activities; and

1.1.4 not complain to any regulatory authority regarding the lawful operation of Contact's Geothermal Activities by reason of its actual or potential adverse effects on the use of the Encumbered Land.

1.2 Clauses 1.1.1 and 1.1.2 do not apply to:

1.2.1 a resource consent for an activity and/or land use required on or above the surface of the Land (provided that clauses 1.1.1 and 1.1.2 do apply to a discharge permit to air above the surface of the Encumbered Land); or

1.2.2 a statutory approval, notice of requirement, or designation for an activity and/or land use required on or under the surface of the Land,

(other than those activities and/or land uses already existing as at the date of this Encumbrance).

1.3 The Encumbrancer is not required to procure compliance with clause 1.1 from any mortgagee of the Encumbered Land who is a registered bank or similar lending or financial institution.

## 2. Construction on the Land

*Explanatory note: This clause requires the Encumbrancer to consider the geothermal resource under the Encumbered Land, and Contact's Geothermal Activities near to the Land, when designing and constructing any works on the Land.*

2.1 The Encumbrancer covenants not to permit any buildings, works, structures or improvements of any kind to be placed or constructed on the Encumbered Land without ensuring that they have been specifically designed and constructed so as to take account of the ground conditions that may result from:

2.1.1 the Land overlying a geothermal resource; and/or

2.1.2 the Land overlying a geothermal field that is from time to time subject to significant geothermal extraction and/or reinjection operations.

2.2 The Encumbrancer covenants that no buildings with habitable spaces shall be constructed within 50 metres of the northern boundary or the eastern boundary of [Lot 1 Deposited Plan 426900] For the avoidance of doubt, the Encumbrancer is not precluded from constructing carparking, a driveway, and non-habitable buildings that are ancillary to the use of the Encumbered Land within 50 metres of those northern or eastern boundaries,

2.3 For the purposes of this clause 2, a '**habitable space**' is a space within a building where people live or meet together in circumstances requiring a level of noise amenity consistent with a residential environment and a non-habitable building is a building with no habitable space. Without limitation, examples of habitable spaces include bedrooms, living rooms, kitchens.

studies, dining rooms, meeting rooms, bars and function areas and do not include bathrooms, toilets, laundries and garages.

### **3. No claims**

*Explanatory note: This clause restricts the Encumbrancer from claiming against Contact in relation to Contact's Geothermal Activities.*

- 3.1 The Encumbrancer acknowledges that parts of the Encumbered Land may be in close proximity to Contact's Geothermal Activities, and that Contact's Geothermal Activities necessarily involve noise, odour, lighting, disturbance, reduced air quality, traffic and other environmental affects which may impact the amenity and enjoyment of inhabitants of a residential dwelling to similar sensitive activity.
- 3.2 Contact agrees that it shall at all times conduct Contact's Geothermal Activities in accordance with the provisions of all applicable laws and any relevant regional or district plans and/or of any resource consents or other consents granted to it, and/or any existing use rights, to the intent and effect that all Contact's Geothermal Activity must at all times be carried out in a lawful and (where applicable) consented manner.
- 3.3 Subject to compliance with clause 3.2, the Encumbrancer agrees that it will not make any complaint in its capacity as owner of the Encumbered Land and will procure that its tenants and other occupiers of the Land, agents, licensees or invitees also do not make any complaint to any relevant authority having jurisdiction over the Encumbered Land.
- 3.4 Subject to compliance with clause 3.2, the Encumbrancer will not make a claim, action, suit, demand or otherwise against Contact, the Crown or the relevant territorial authority for any loss or damage incurred in relation to the Encumbered Land arising from Contact's Geothermal Activities, whether under statute, negligence, nuisance, damage to the Encumbered Land, or interference with the Encumbered Land, including but not limited to any damage to any existing or future structures on the Encumbered Land and releases Contact from any obligation or liability to the Encumbrancer in respect of any such claim, action, suit or demand. Nothing in this clause shall apply to geothermal development induced subsidence or ground movement (whether up or down), provided that the Encumbrancer has complied with clause 2.1 of this Fourth Schedule.

### **4. Indemnity**

*Explanatory note: This clause provides for an indemnity from the Encumbrancer in favour of Contact for breaches of the terms of this Encumbrance.*

The Encumbrancer will indemnify and keep indemnified Contact (or its successors) against any action, suit, proceedings, liability, claim, demand, loss, damage or expense (including legal fees and disbursements) or loss of expected benefits suffered or incurred by Contact (or its successors) caused by or resulting from any breach by the Encumbrancer of its obligations under this Encumbrance.

**5. Encumbrance to remain on title**

*Explanatory note: This clause confirms that the encumbrance will remain on the Record of Title, and bind future owners and occupiers of the Encumbered Land.*

For the avoidance of doubt, it is the parties' intention that this Encumbrance shall remain registered as a first charge on the Record of Title for the Encumbered Land and be binding on successors and assigns of the Encumbrancer in accordance with the terms and conditions herein.

**6. Consent to registration**

In its capacity as encumbrancee, Contact will not unreasonably withhold or delay its consent to the registration of any interest against the Record of Title to the Encumbered Land (including without limitation any easement) provided that:

- 6.1 this Encumbrance remains as first registered charge;
- 6.2 the relevant interest does not conflict with Contact's rights under this Encumbrance;  
and
- 6.3 any person taking an interest in the Encumbered Land (excluding any registered bank or similar lending or financial institution) agrees to comply with the terms of this Encumbrance, such agreement to be inserted into the relevant interest on such terms as Contact may reasonably require.

In this Encumbrance explanatory notes are inserted for convenience only and not as a guide to interpretation.



## Annexure D –Monitoring Well Easement

**Easement instrument to grant easement or *profit à prendre***

(Section 109 Land Transfer Act 2017)

**Grantor****WAIRAKEI INTERNATIONAL GOLF COURSE LIMITED****Grantee****CONTACT 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) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A***Continue in additional Annexure**Schedule, if required*

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	[subject to survey]	Lot 1 DP 426900 (505925)	In gross
Right to monitor water and geothermal activity	[subject to survey]	Lot 1 DP 426900 (505925)	In gross

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

*Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007 provided that in the event of inconsistency, the terms set out in this instrument shall prevail.

The implied rights and powers are hereby added to by the provisions set out in Annexure Schedule.

## ANNEXURE SCHEDULE

### 1. GRANT OF EASEMENT

- 1.1 The Grantee shall have the rights over the Right of Way Easement Area as prescribed by the Land Transfer Regulations 2018 and Schedule 5 of the Property Law Act 2007, together with any further rights required for the Grantee's use and rights over the Well Easement Area as set out in this Easement.
- 1.2 The Grantee shall have the rights over the Well Easement Area as prescribed by the Land Transfer Regulations 2018 and Schedule 5 of the Property Law Act 2007, as well as the right:
- (a) of ingress and/or egress together with any vehicles, materials, and/or equipment over and along the Well Easement Area and the right to remain on the Well Easement Area for purposes reasonably considered by the Grantee necessary or expedient for the exercise by the Grantee of the rights and interests granted in this Easement;
  - (b) to take, tap, extract, source, convey, use, separate and/or remove water, geothermal fluids, and/or minerals situated from time to time on, in or under the Well Easement Area for the purposes of monitoring water and geothermal activity in a manner generally consistent with the Grantee's use and operation of the Easement Facility prior to the date of this instrument;
  - (c) to maintain, replace, upgrade, and repair the Easement Facility on the Well Easement Area, together with the right to carry out all associated works reasonably considered by the Grantee necessary or expedient for the Grantee to exercise the rights and interests granted in this Easement (subject to clause 1.3(b)); and
  - (d) to keep the Well Easement Area clear of any vegetation, structure, matter or thing which is considered by the Grantee to be a danger or hazard to the Easement Facility or hindrance or interference with the exercise by the Grantee of any of its rights and interests granted in this Easement.
- 1.3 The Grantee:
- (a) will keep the Easement Facility in a safe condition, and so as to cause as little disturbance as reasonably practicable to the Grantor; and
  - (b) for the purposes of clause 1.2(c), may not increase the footprint of the Easement Facility beyond that which exists at the date of this instrument, but may replace and upgrade components of the Easement Facility on a like for like basis (so far as is reasonably practical).

### TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF THIS EASEMENT

### 2. DEFINITIONS

- 2.1 In this Easement, unless the context requires otherwise:
- (a) "**Easement Facility**" means monitoring well WKM08 and any other improvements established, installed or constructed on, over and/or under the Well Easement Area as at

the date of this instrument, together with any repairs, upgrades, and replacements made in accordance with clause 1.2;

- (b) "**equipment**" includes without limitation vehicles, tools, machinery and all materials and items required for the purposes of exercising any of the rights granted in this Easement;
- (c) "**Grantee**" means Contact Energy Limited and includes, except where inconsistent with the intent of this Easement, the Grantee's engineers, surveyors, workmen, agents, employees, servants, contractors, consultants, lessees, licensees, or invitees, with or without any vehicles machinery, equipment and/or materials;
- (d) "**Grantor**" means Wairakei International Golf Course Limited together with its successors, assigns and transferees and includes, except where inconsistent with the intent of this Easement, the Grantor's engineers, surveyors, workmen, agents, employees, servants, contractors, consultants, lessees, licensees or invitees;
- (e) "**Right of Way Easement Area**" means that part of the Burdened Land described in Schedule A of this instrument as being subject to the Right of Way; and
- (f) "**Well Easement Area**" means that part of the Burdened Land described in Schedule A of this instrument as being subject to the right to monitor water and geothermal activity.

### **3. INSTALLATIONS NOT TO BECOME PART OF LAND**

- 3.1 Any improvements, materials or equipment of the Grantee placed from time to time on, over and/or under the Well Easement Area shall not become part of the Burdened Land and ownership will remain vested in the Grantee.
- 3.2 If the Grantee gives notice to the Grantor that it no longer requires the Easement Facility, it shall remove any surface structures and otherwise comply with all relevant industry standards and protocols in respect of abandonment of a geothermal monitoring well and shall thereafter surrender of this Easement.

### **4. GRANTOR TO KEEP WELL EASEMENT AREA CLEAR**

- 4.1 The Grantor shall not do or permit anything whereby the rights and interests granted to the Grantee under this Easement may be interfered with or hindered or affected in any way, and in particular the Grantor shall not without the prior written consent of the Grantee (which consent shall not be unreasonably withheld):
  - (a) erect or permit the construction, placement, alteration or addition to any structure(s), equipment, vehicles matter or thing on, over and/or under the Well Easement Area;
  - (b) carry out or permit any growth of vegetation on the Well Easement Area likely to interfere with or hinder the Grantee from exercising its rights and interests under this Easement; or
  - (c) do or permit any activity on the Well Easement Area which is likely to cause or permit or result in damage or danger to the Easement Facility.

## Annexure E – Reinjection Well Easement

**Easement instrument to grant easement or *profit à prendre***

(Section 109 Land Transfer Act 2017)

**Grantor**

WAIRAKEI INTERNATIONAL GOLF COURSE LIMITED

**Grantee**

CONTACT 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) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A***Continue in additional Annexure**Schedule, if required*

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey geothermal resource	[subject to survey]  [the Easement Area will be defined by strata survey with an upper boundary 500m below the surface level].	Lot 1 DP 426900 (505925)	In gross

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

*Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers are hereby varied by the provisions set out in Annexure Schedule.



## ANNEXURE SCHEDULE

### 1. GRANT OF EASEMENT

- 1.1 The Grantee shall have the rights over the Easement Area as prescribed by the Land Transfer Regulations 2018 and Schedule 5 of the Property Law Act 2007, as well as the right in perpetuity:
- (a) to install, locate and/or operate Geothermal Equipment within the Easement Area;
  - (b) to convey Geothermal Resource via the Geothermal Equipment from time to time situated within the Easement Area;
  - (c) to convey, cool, reinject, test, use, monitor, and/or otherwise deal with, via the Easement Facility, the Geothermal Resource from time to time situated under or around the Burdened Land provided that those activities may only be undertaken in a manner generally consistent with the Grantee's use and operation of the Easement Area and Easement Facility prior to the date of this instrument;
  - (d) to inspect, monitor, test, maintain, renew (generally on a like for like basis), replace, use and operate the Easement Facility and to carry out all associated works and things within the Easement Area considered by the Grantee necessary or expedient for the Grantee to exercise the rights and interest granted in this Easement; and
  - (e) to carry out any soil, geological, geochemical, geothermal, geophysical, geotechnical, seismic and/or underground testing within the Easement Area considered by the Grantee necessary or expedient for the exercise by the Grantee of the rights and interests granted in this Easement.
- 1.2 The Grantee shall only install Geothermal Equipment and any other materials or improvements within the Easement Area, which the parties acknowledge is at a minimum depth of no less than 500 metres below the natural surface of the Burdened Land.
- 1.3 The Grantor and Grantee acknowledge and agree that (except for the purposes of abating a Grantor default via clause 6) nothing in this Easement shall create the right for the Grantee to carry out any drilling or works outside of the Easement Area including from the surface of the Burdened Land.
- 1.4 The Grantee will keep the Easement Facility in a safe condition, and so as to cause as little disturbance as reasonably practicable to the Grantor.

### TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF THIS EASEMENT

### 2. DEFINITIONS

- 2.1 In this Easement, unless the context requires otherwise:
- (a) "**convey**" includes sending, passing, receiving, conducting, distributing, transmitting and transporting;
  - (b) "**Easement Area**" means that part of the Burdened Land described under "Shown (plan reference)" in Schedule A of this Easement;

- (c) "**Easement Facility**" means the improvements established, installed or constructed by the Grantee within the Easement Area as at the date of this Instrument (including the Geothermal Equipment) together with any repairs, and replacements (on a like for like basis) made in accordance with clause 1.1;
- (d) "**equipment**" includes without limitation vehicles, tools, machinery and all materials and items required for the purposes of exercising any of the rights granted in this Easement;
- (e) "**Geothermal Equipment**" means the pipeline facility for conveying and dealing with Geothermal Resource installed within the Easement Area as at the date of this instrument and includes any repairs, and replacements (on a like for like basis) made in accordance with clause 1.1;
- (f) "**Geothermal Resource**" includes without limitation all geothermal related energy, fluid (re injection or otherwise), water, chemicals, minerals, steam, heat, and related features and sources;
- (g) "**Grantee**" means Contact Energy Limited and includes, except where inconsistent with the intent of this Easement, the Grantee's engineers, surveyors, workmen, agents, employees, servants, contractors, consultants, lessees, licensees, or invitees, with or without any vehicles machinery, equipment and/or materials;
- (h) "**Grantee's Geothermal Activities**" means the Grantee's activities and operations associated with the development and use of the Wairakei-Tauhara Geothermal System for electricity generation purposes, including drilling wells, taking and injecting geothermal water, and constructing and operating infrastructure associated with geothermal electricity generation;
- (i) "**Grantor**" means Wairakei International Golf Course Limited together with its successors, assigns and transferees and includes, except where inconsistent with the intent of this Easement, the Grantor's engineers, surveyors, workmen, agents, employees, servants, contractors, consultants, lessees, licensees or invitees; and
- (j) "**maintain**" includes maintain, repair, demolish, remove, upgrade, improve, renew components but in all cases on a like for like basis, and inspect and "maintained" has a similar meaning.

### 3. **GRANTEE TO GIVE NOTICE AND REDUCE DISRUPTION**

- 3.1 The Grantee shall use reasonable endeavours to give the Grantor prior notice (except in the case of emergency or other event outside its control) if the Grantor is likely to be affected by any works likely to be carried out as a result of the Grantee exercising the rights and interests granted under this Easement.
- 3.2 The Grantee shall (subject to emergency or other event outside of its control), use reasonable endeavours when exercising its rights and interests under this Easement to minimise disturbance or disruption to the Grantor.
- 3.3 The Grantee shall install, maintain and operate the Easement Facility in accordance with good New Zealand industry practice and otherwise in a good and safe manner and/or condition and

in compliance with the Health and Safety at Work Act 2015 (or any amendment or replacement legislation).

**4. INSTALLATIONS NOT TO BECOME PART OF LAND**

4.1 The Easement Facility together with any other improvements, materials or equipment of the Grantee placed from time to time within the Easement Area shall not become part of the Burdened Land and (unless the Grantee specified in writing otherwise following decommissioning under clause 9) ownership will remain vested in the Grantee.

**5. GRANTOR NOT TO INTERFERE OR PERMIT INTERFERENCE WITH INSTALLATIONS**

5.1 The Grantor shall not do or permit anything whereby the rights and interests granted to the Grantee under this Easement may be interfered with or hindered or affected in any way. In particular the Grantor shall not without the prior written consent of the Grantee (not to be unreasonably withheld) carry out or permit the drilling of any bore or well or any geothermal related works, undertaking or activity on or over the Easement Area, or on or over any part of the Burdened Land above or near to the Easement Area.

5.2 Where the Grantee's consent or approval is required under this Easement, such consent or approval shall be required for each separate occasion notwithstanding any prior consent or approval given by the Grantee for a similar purpose on any prior occasion.

**6. GRANTEE RIGHT TO TAKE ABATEMENT OR PROTECTIVE ACTION**

6.1 If the Grantor consents to or causes or permits any breach of the obligations set out in clause 5, the Grantee shall be entitled to take all reasonable steps to abate or remedy the particular breach including, but not limited to, the plugging or decommissioning of any reinjection line, well or bore and/or the carrying out of any other matters or things and any other steps considered by the Grantee to be reasonably necessary or expedient for the protection of the Easement Facility within the Easement Area.

**7. PARTIES TO COMPLY WITH LAW**

7.1 The Grantee shall at all times observe and comply with all statutory and regulatory requirements applicable to the Grantee in exercising any of its rights and interests under this Easement.

7.2 The Grantor shall comply with and observe all statutory and regulatory requirements applicable to the Easement Area and any activities carried on thereabouts, provided always that the Grantor's obligations under this clause shall be subject to and without prejudice to the obligations of the Grantee under clause 7.1 of this Easement.

**8. CHANGE OF USE OF THE EASEMENT AREA**

8.1 The Grantor covenants not to permit or consent to any material change of use of any of the Easement Area without consulting with and obtaining the Grantee's consent provided that the Grantee shall be required to promptly provide its consent unless the Grantee can demonstrate upon a reasonable basis that the relevant change of use is likely to materially frustrate, hinder or interfere with the ability for the Grantee to properly exercise its rights under this Easement.

**9. DECOMMISSIONING**

- 9.1 On the abandonment or decommissioning of the Easement Facility situated within the Easement Area, the Grantee will do such things as may be necessary to prevent such items causing damage, or otherwise becoming a hazard, unsafe or a nuisance. The Grantor acknowledges that on such abandonment or decommissioning the Grantee shall not be obliged to remove predominantly underground items from the Burdened Land including for example Geothermal Equipment belonging to the Grantee.

## **10. MUTUAL FURTHER ASSURANCES**

- 10.1 The Grantor and Grantee shall always act in good faith and do all acts and things and execute all documents reasonably necessary to give full and proper effect to this Easement, and the rights and interests granted herein.

## **11. INDEMNITY**

- 11.1 Each party (the **First Party**) shall indemnify and keep indemnified the other (the **Second Party**) against any action, suit, proceedings, liability, claim, demand, loss, damage or expense (including legal fees and disbursements) or loss of expected benefits suffered or incurred by the Second Party caused by the negligence or fault of the First Party or persons under its control or resulting from any breach by the First Party or persons under its control of its obligations under this Easement.

## **12. SUCCESSORS AND ASSIGNS**

- 12.1 This Easement shall be binding on and enure for the benefit of the executors, administrators, successors and assigns of both parties, and the rights interests and obligations herein shall only be enforceable by and against the registered owner of the Burdened Land from time to time and/or the registered owner of the Grantee's interest herein from time to time and not otherwise against the Grantor or the Grantee except in respect of any antecedent breach committed by the Grantee prior to transferring its interest herein.

## **13. DEALINGS WITH THIS EASEMENT**

- 13.1 Each of the Grantor and Grantee may transfer, lease, assign, or licence all or any part of their respective estate or interest in the Burdened Land and/or rights in this Easement or any parts of those rights without the consent of the other, provided that the Grantor shall only transfer, lease, assign or licence its rights in this Easement to a person who it transfers, leases, or assigns its estate or interest in the Burdened Land.

## **14. RESOLUTION OF DISPUTES**

- 14.1 **Negotiations:** If a dispute arises between the parties concerning the construction or operation of this Easement, or their rights and obligations then, unless other provisions of this Easement govern the manner in which that dispute is to be resolved, the parties shall enter into negotiations in good faith to try to resolve the dispute. Either party may initiate the negotiations by giving written notice to the other. The party who initiates the resolution procedures shall name its representative in the negotiations when giving written notice to the other party. The other party shall then promptly name its representative in the negotiations. Each representative shall have authority to settle the dispute. Within 10 Working Days of the parties having advised

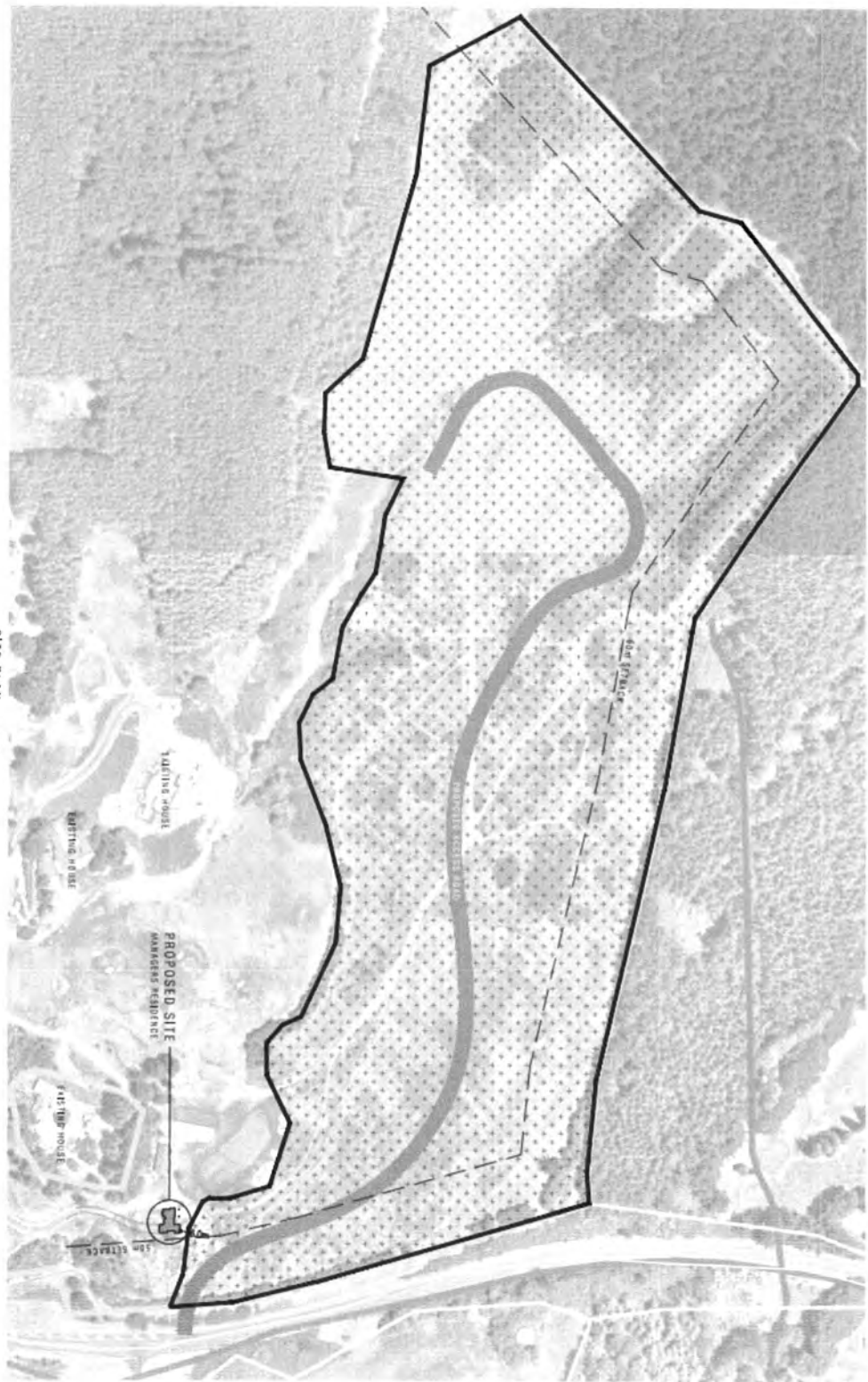
each other of their representatives, the representatives shall enter into negotiations to try to resolve the dispute.

- 14.2 **Mediation:** If the parties have not resolved the dispute within the 10 Working Days set out in clause 14.1 the parties will then try to settle the dispute by mediation. Either party may initiate mediation by giving written notice to the other party. The mediator shall be as agreed upon by the parties but if the parties cannot reach agreement on a mediator within 5 Working Days after the mediation has been initiated then either party may request the President of the New Zealand Law Society (or their delegate) to appoint the mediator.
- 14.3 **Arbitration:** If the dispute is not resolved within the following 20 Working Days after the appointment of the mediator, or within a longer period agreed to in writing by the representatives, the parties may submit the dispute to arbitration in accordance with the Arbitration Act 1996. Either party may commence the arbitration by giving a written notice to the other stating the subject matter and details of the dispute and that party's desire to have the dispute referred to arbitration. The arbitration shall be held in Wellington or in another place agreed by the parties.
- 14.4 **Appointment of Arbitrator(s):** The arbitration shall be conducted by one arbitrator agreed by the parties or, failing agreement, an arbitrator appointed by the Chairperson of the Resolution Institute (or their nominee).
- 14.5 **Binding Award:** The parties agree to be bound by the award of the arbitration.
- 14.6 **Injunctive Relief:** Nothing in this clause shall prevent either party from seeking or making any application for temporary injunctive relief.

### Annexure F – Wells



### Annexure G- Managers Residence



SITE PLAN 1:2,500

## MANAGERS RESIDENCE

WAIRAKAI INTERNATIONAL GOLF COURSE, TAUPŌ

DATE	21 MAY 2022	1:25 PM
PROJECT	WAIRAKAI INTERNATIONAL GOLF COURSE, TAUPŌ	
CLIENT	WAIRAKAI INTERNATIONAL GOLF COURSE, TAUPŌ	
DESIGNER	JAMES WATSON ARCHITECTS	

