

22 August 2019

Luggate Irrigation Company Limited  
c/- Colin Harvey  
PO Box 36240  
**Auckland 0627**

Sent via email: [colin@hif.co.nz](mailto:colin@hif.co.nz)

Dear Colin,

**Renewal of Water Take Application:** 1000 State Highway 6, Luggate – Luggate Irrigation Company Limited –  
Renewal of Water Take

Thank you for submitting your client's application to the NZ Transport Agency (Transport Agency) for our affected party approval. As you will appreciate, millions of dollars are invested in the transport network each year and the Transport Agency has an interest in ensuring this investment is not compromised.

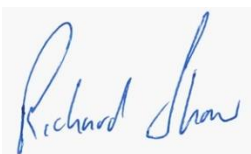
The NZ Transport Agency understands your proposal to be a renewal of an existing water take consent for a period of 35 years. It is understood that you have existing consent for the water take under Resource Consents 97803.V1 & 2008.519 and Mining Privilege WR7284; 7285; 7286; 7298. The NZ Transport Agency understands that you seek the written approval from the NZ Transport Agency insofar as this relates to the continuation of the use of your infrastructure within the State Highway 6 Road Reserve.

Following discussions with the representatives of the Luggate Irrigation Company Limited, a Deed of Grant has been agreed to and signed allowing the continued use of the infrastructure within the NZ Transport Agency Road Reserve (appended to this approval). This agreement is dated 14 August 2019 and is now in legal effect. The Transport Agency has reviewed the information provided and have determined that the proposal is unlikely to adversely impact on the safety and efficiency of the State Highway.

The Transport Agency hereby provides written approval per section 95E(3) of the Resource Management Act 1991. In signing this written approval, the Transport Agency understands that the consent authority must decide that it is no longer an affected person, and the consent authority must not have regard to any adverse effects of the proposed activity on the Transport Agency. Please notify the Transport Agency if changes to the application occurs.

If you have any queries, please do not hesitate to contact Luke Braithwaite at (04) 978 2643 or email [luke.braithwaite@nzta.govt.nz](mailto:luke.braithwaite@nzta.govt.nz).

Yours sincerely



Richard Shaw

**Principal Planner**

***Pursuant to authority delegated by NZ Transport Agency***

## Deed of Grant

THIS DEED made the 14th day of August two thousand and nineteen BETWEEN the NEW ZEALAND TRANSPORT AGENCY (which with its successors and assigns is herein referred to as "the Board") of the one part AND **Luggate Irrigation Company Limited** (herein referred to as "the Grantee") of the other part WITNESSES that in consideration of the payment herein reserved and subject to the terms and conditions herein contained or implied and on the Grantee's part to be paid observed and performed THE BOARD HEREBY GRANTS to the Grantee the right to lay under the No. 6 State Highway, at route position 893/8.305 in the position and to the levels approved by the State Highway Manager, and approximately as marked on the attached plan No. 001 19-05 and the right to operate an **existing 600mm/750mm concrete irrigation culvert with 100mm stockwater supply pipe** for the term of one year commencing on the 14th day of August two thousand and nineteen, so on from year to year until determined under any of the provisions herein contained AND the Grantee hereby covenants with the Board as follows:

1. THAT the Grantee will pay the Board the sum of **one hundred dollars (\$100.00)** for the first year of the said grant and thereafter one peppercorn per annum if demanded.
2. THAT the work of laying and maintaining the **existing 600mm/750mm concrete irrigation culvert with 100mm stockwater supply pipe** under the highway shall be done to the satisfaction of and subject to the directions of and the conditions stipulated by the State Highway Manager provided that if the State Highway Manager shall so decide, the whole or part of the work shall be done by or under the supervision of a person authorised by the State Highway Manager and the Grantee shall pay the cost of same to the Board on demand.
3. THAT it is accepted the **existing 600mm/750mm concrete irrigation culvert with 100mm stockwater supply pipe** is below our current minimum depths of cover, referenced in Clause 4.
4. THAT in the event of the realignment of the said highway the **existing 600mm/750mm concrete irrigation culvert with 100mm stockwater supply pipe** shall be laid under such new alignment to minimum cover depths of not less than 1500mm below the carriageway and 1000mm below the berm and surface water channels, and such work shall be carried out at the expense of the Grantee in all things.
5. SUBJECT to the provisions of clause 2 hereof the Grantee shall on first obtaining the consent of the State Highway Manager have permission to enter on to the highway at all reasonable hours during the term of this grant for the purpose of effecting any necessary repairs or alterations to the **existing 600mm/750mm concrete irrigation culvert with 100mm stockwater supply pipe** or for the purpose of maintaining the same.
6. THAT the work will at all times be open to inspection by a person authorised by the State Highway Manager and any request made by the person with a view to the preservation and safeguarding of the highway necessitating modification or improvement in the method of carrying out the work or of the material used shall be given effect to by the Grantee immediately.
7. THAT the Grantee shall in laying, maintaining or removing the said **existing 600mm/750mm concrete irrigation culvert with 100mm stockwater supply pipe** cause as little obstruction as possible to members of the public using the highway.
8. THAT the Grantee (Private Applicant) will well and effectually indemnify the Board from and against all

costs actions demands suits damages and proceedings of any kind for and in respect of any loss or damage that might result to or be suffered by any property of any person or any agency of the Crown directly or indirectly by reason of the grant or exercise of the rights hereby conferred.

9. This Agreement/Deed is conditional on the Grantee procuring an indemnity in favour of the New Zealand Transport Agency from the contractor who will perform the work on the Grantee's behalf. The indemnity must be on terms agreeable to the New Zealand Transport Agency and shall indemnify the New Zealand Transport Agency against any loss, claim, damage, expense, liability, costs or proceeding suffered or incurred at any time by the New Zealand Transport Agency in relation to the work. The existence of an indemnity does not relieve the Grantee of any liability to the New Zealand Transport Agency or any other person under this Agreement/Deed or otherwise.
10. THAT the Grantee will during the continuance of the rights hereby conferred keep in proper order and condition the **existing 600mm/750mm concrete irrigation culvert with 100mm stockwater supply pipe** laid in pursuance of these presents with as little interference as is possible to the surface of the highway above the **existing 600mm/750mm concrete irrigation culvert with 100mm stockwater supply pipe** and will make good to the satisfaction of the State Highway Manager at the Grantee's own cost any damage done to the highway within the boundaries of the legal road reserve during the carrying out of the work which is authorised under the provisions of this grant.
11. THAT the Grantee shall be liable to the Board for the cost of repairing any damage which may occur to the highway from any breakage or leakage in the **existing 600mm/750mm concrete irrigation culvert with 100mm stockwater supply pipe**.
12. THAT the Grantee shall not hold the Board liable for any accident or damage to the **existing 600mm/750mm concrete irrigation culvert with 100mm stockwater supply pipe**.

AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO:

1. NO vested right shall be hereby created and the within grant shall not be transferable.
2. THE BOARD or the Grantee may terminate this grant at any time by either giving to the other three (3) months' notice in writing and on the expiration of such notice the rights hereby created shall absolutely cease and determine and the Grantee shall thereupon remove or otherwise deal with the **existing 600mm/750mm concrete irrigation culvert with 100mm stockwater supply pipe** as may be directed by the Board and leave the highway where disturbed in good order and condition to the satisfaction of the Board.
3. ON the breach of any of the within conditions the Board may terminate this grant by giving notice in writing to the Grantee who shall immediately remove or otherwise deal with the **existing 600mm/750mm concrete irrigation culvert with 100mm stockwater supply pipe** as may be directed by the State Highway Manager and leave the highway where disturbed in good order and condition to the satisfaction of the State Highway Manager.
4. THIS grant is at all times subject to the provisions set forth in sections 51 and 52 of the Government Roading Powers Act 1989.
5. THE GRANTEE shall not be entitled to any compensation at the termination of this grant.

6. IN the construction of this Deed when any notice is to be given it shall be sufficient in cases where the notice is to be given by the Board that such notice be signed by some person acting under the Board's express or implied authority and be sent by post or telegram addressed to the Grantee at the Grantee's then or last known address.

IN WITNESS WHEREOF the Board and the Grantee have executed this Deed the day and year first above written.

SIGNED on behalf of the )

NEW ZEALAND TRANSPORT AGENCY )

IN the presence of

*Sue O'Sullivan*  
Sue O'Sullivan  
Administration Officer  
NZ Transport Agency  
PO Box 5245  
Dunedin 9058

*[Signature]*

SIGNED by Luggate Irrigation Company Limited )

IN the presence of

WITNESS:

ADDRESS:

OCCUPATION:

*Rebecca [Signature]*  
*975 b wanaka luggate highway*  
*Farmer*

*[Signature]* (Director LIC)