

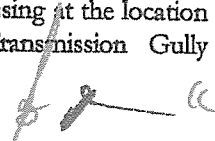
Belmont Walkway

22. The parties acknowledge that:

- (a) the parts of the Land marked B and D on DP 86081 over part Section 8 SO 36637, and A, B, C and D on DP 86082, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V & W on DP 86083, F, G, H & J on DP 86084 and A, B & C on DP 86085 over part Section 3 SO 368657 form part of the Belmont Walkway created under the New Zealand Walkways Act 1990 (*"the Walkway"*) pursuant to Transfer B713155.1 and Gazette Notice B713155.3, both registered on the Computer Freehold Register for the Land;
- (b) the New Zealand Walkways Act 1990 has been repealed and replaced by the Walking Access Act 2008;
- (c) The Owner is the controlling authority for the Walkway;
- (d) from the date of commencement of construction of the Works those parts of the Walkway on the Required Land shown coloured pink on the Walkway Plan attached to this Agreement at Schedule E (*"the Affected Walkway"*) may not be accessible by the public for safety reasons;
- (e) Section 38 of the Walking Access Act 2008 empowers the Owner to temporarily close the Affected Walkway for the reasons of safety or for the purpose of maintenance or development work, for such period as they consider necessary;
- (f) as a consequence of the Works it will be necessary for the Walkway to cross under the Transmission Gully Motorway; and
- (g) upon completion of the Works it may be necessary to permanently revoke parts of the Walkway in accordance with section 40 of the Walking Access Act 2008, particularly where it crosses over land declared road so that portions of the Walkway have been replaced and relocated for the practical continuum of the Walkway.

23. The Owner agrees that to give effect to clause 22:

- (a) The Owner will in good faith negotiation work collaboratively with The Crown and its subcontractors in respect of temporary closure of the Affected Walkway for the duration of the construction of the Works pursuant to the requirements of the Walkways Access Act 2008;
- (b) upon completion of the Works:
 - (i) The Crown and its subcontractors will notify the Owner and the New Zealand Walking Access Commission if any parts of the Walkway need to be permanently revoked;
 - (ii) The Crown and the Owner will in good faith negotiation work collaboratively with the New Zealand Walking Access Commission to restore the Walkway to those parts of the Land unaffected by the Works in accordance with sections 20 and 21 of the Walking Access Act 2008;
 - (iii) The Crown and its subcontractors shall construct a crossing at the location where the Walkway passes under the route of Transmission Gully



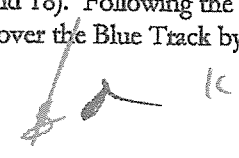
approximately shown as "Bridge 20" on the Construction Access Plan AC18B attached as Schedule F of this Agreement ("*the Access Plan*") to a standard no less than the general condition of the Walkway currently existing;

- (iv) The Owner will be responsible for obtaining the agreement of the New Zealand Walking Access Commission (NZWAC) to any permanent revocation of parts of the Walkway and the declarations of any other parts of the Land as walkway in replacement; and
 - (v) the Crown, after the Owner has confirmed in writing it has a signed agreement to the Walkway changes with NZWAC, shall survey the Walkway and undertake the legalisation actions further outlined in clause 38.
- (c) The Crown shall additionally relocate and restore as need be all other public access tracks (not being subject to the Walking Access Act 2008 but used by the public for recreation purposes) affected by the Works to the standard and condition of that currently existing.

Forestry

- 24. The parties acknowledge that the Land is subject to Notice 9115108.1, being a notice pursuant to section 195(2) of the Climate Change Response Act 2002.
- 25. The Owner warrants that there is currently no pre-1990 forest located within the Required Land.
- 26. Subject to the Owner's warranty at clause 25 above, the parties agree that Notice 9115108.1 does not apply to the Required Land by virtue of there being no pre-1990 forest located within the Required Land.

Access

- 27. (a) Subject to clause 28, to provide legal access between the Eastern Block and the Western Block following the Works the Crown shall as part of the Works construct accesses under the Motorway at Bridges 18 and 19 as shown on Access Plans AC16, AC17 and 18 attached as Schedule F. For the avoidance of doubt the parties agree that no access for the benefit of the Owner shall be required to be provided in the location of Bridge 17 and 20.
 - (b) The parties acknowledge that final design of the bridges to allow access beneath is yet to be finalised but it is envisaged that Bridge 19 will be spanning structure with a minimum vertical clearance of 4.5m above the new access track and that Bridge 18 will be an underpass with internal dimensions of 5.00m high by 5.00m wide.
 - (c) The Crown shall construct access tracks within the Required Land and the Owners Balance Land to tie into the existing tracks within the Eastern Block in the locations approximately shown marked "x" on Plans AC17 and AC 18.
 - (d) The parties acknowledge and agree that the existing track shown highlighted blue running broadly within the designation is currently a key farm track (the "Blue Track") and proposed to remain in its current location, however will not be available to the Owner during the Works (subject to clauses 16 and 18). Following the Works the Crown shall ensure access is available to the Owner over the Blue Track by either
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surveying the Works land requirement to exclude the Blue Track or granting a right of way over (ROW) the same. As part of the Works the Crown shall ensure all current links to the Blue Track from the Western Block are restored to their current condition, and such links are surveyed and made subject to the right of way in favour of the Owner if to remain included in the area taken for the Works. In addition to the ROW over the Blue Track (if required), the Crown shall (on the completion of certain legalisation and survey actions referred to in clauses 33 and 36) additionally grant rights of way over such other areas of track, formed underpass or crossing on the Required Land to ensure registered rights exist between the Eastern Block and Western Block. The ROW shall be appurtenant to the Owners Balance Land and have the rights and powers set out in the easement instrument attached as Schedule G to this agreement ("ROW").

- (e) The tracks shall be formed to a standard no less than currently existing. In the event of an uncertainty as to the standard of the existing track, the existing standard shall be that of a 3 metre wide metalled farm track PROVIDED THAT it is agreed any Underpass shall be a concrete structure but must provide an industry accepted surface to ensure reasonable safety and maintenance.
- (f) The accesses beneath the Motorway shall be designed and constructed to;
- allow visibility from one end to the other without recesses or hidden places;
 - seek to maximise light, amenity and visibility; and
 - have appropriate internal lighting levels during permitted hours of public access.
- (g) The parties acknowledge that the Crown will following the Works require access over tracks within the designation for ongoing maintenance of Transmission Gully. Should the Blue Track (and any connections) be excluded from the land to be taken following survey, the Owner agrees to grant a right of way in favour of the Crown over any areas within the Required Land as identified by the Crown following survey. The Right of Way shall have the rights and powers as set out in the easement instrument attached as Schedule I to this agreement.
28. The Owner acknowledges the locations, designs and specifications for the new accesses between the Eastern Block and the Western Block are subject to final design requirements. The Crown shall agree with the Owner any material changes to the proposed locations, designs and specifications but shall ensure that the final design requirements provide reasonable practical access to the Eastern Land for the Owner's farm and recreational purposes.

Fencing

29. Prior to commencement of construction of the Works, the Crown shall stock proof fence the Required Land from the balance of the Land.
30. Upon completion of the Works the Crown will permanently fence the Required Land from the balance of the Land at no cost to the Owner. The permanent fence shall comprise a nine wire post and batten fence provided that where the Crown has removed any deer fences as part of the Works then such fences shall be replaced with like deer fences where necessary. The Crown may reuse any of the materials comprised in the temporary fence if at all practicable. The fencing works shall provide appropriate farm management solutions for stock access requirements under Bridges 18 and 19.

