

8 February 2022

R Murcott
fyi-request-18042-e6a97c56@requests.fyi.org.nz

Dear R Murcott

LOCAL GOVERNMENT OFFICIAL INFORMATION AND MEETINGS ACT Request: 2022-01

Thank you for your email of 5 January 2022 to the Carterton District Council requesting the following information:

"Additional information regarding the legal status of the road:

Cadastral survey DP 503510, a subdivision approved by CDC in 2016, delineates "Rocky Hill Rd (formed track)".

Your request has been considered under the Local Government Official Information and Meeting Act 1987 (the Act).

We have identified three documents in scope of your request. Our decision on the release of each of the documents are tabled below, and the documents are attached as **Appendix A**.

Number of Document	Decision on release
1) 160010 application	Release in part. Information withheld under section 7(2)(a) of the Act.
2) 160010 decision swdc	Release in part. Information withheld under section 7(2)(a) of the Act.
3) 160010 lt 503510	Release in part. Information withheld under section 7(2)(a) of the Act.

Where the information has been withheld from the documents the information has been withheld under the following section of the Act:

- Section 7(2)(a), to protect the privacy of natural persons.

As required under section 7(1) of the Act, I have had regard to the public interest considerations favouring the release of the information withheld. I do not consider the public interest considerations favouring the release of this information sufficient to outweigh the need to withhold it at this time.

Please note, the Council now proactively publishes LGOIMA responses on our website. As such, we may publish this response on our website after five working days. Your name and contact details will be removed.

Thank you again for your email/letter. You have the right to ask an Ombudsman to review this decision. You can do this by writing to info@ombudsman.parliament.nz or Office of the Ombudsman, PO Box 10152, Wellington 6143.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Geoff Hamilton', with a horizontal line underneath.

Geoff Hamilton
Chief Executive
Carterton District Council

RELEASED UNDER LGOIMA

Ref: 1614
Contact: Phillip Adamson
Date: 16 March 2016

To: South Wairarapa District Council &
Carterton District Council
C/- South Wairarapa District Council
PO Box 6
MARTINBOROUGH

Attention: Planning Department

Proposed Subdivision ~~_____s(2)(a)_____~~ – Summer Hill & Rocky Hill Roads

Please find enclosed an application for the above four lots subdivision.

This is a joint application as the subject land straddles the South Wairarapa and Carterton District boundaries. Pre application discussion resulted in South Wairarapa agreeing to process the application on behalf of both Councils.

Please invoice the applicant C/- AdamsonShaw for the application fee. Upon receipt we will arrange payment.

We trust that the application meets Council's requirements and await the decision. Please do not hesitate to contact our office if you have any queries.

Yours faithfully
AdamsonShaw

Phillip Adamson
Director
phillip@adamsonshaw.co.nz
encl.

Adamson Limited trading as AdamsonShaw

Wairarapa - 411 Queen Street PO Box 696 Masterton 5840 p. 06 370 0027

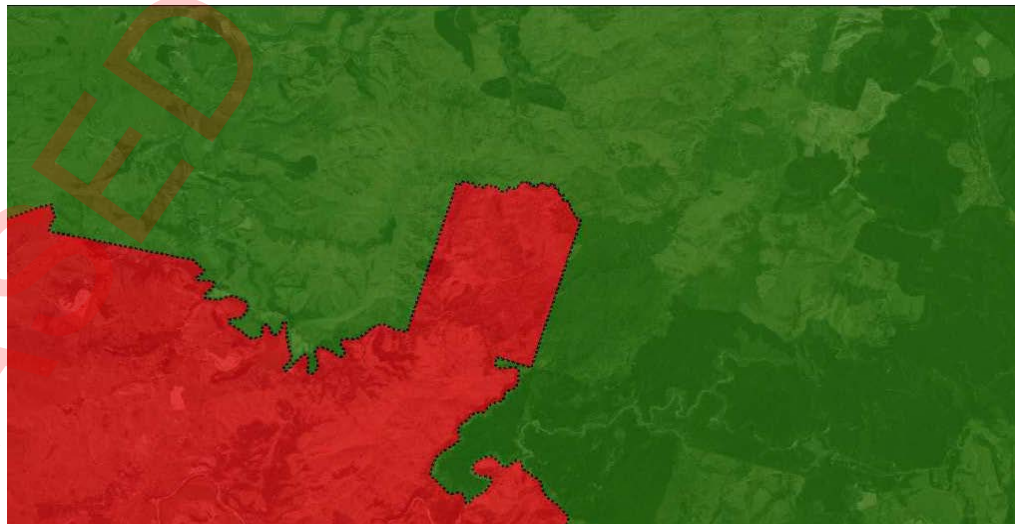
EMAIL: enquire1@adamsonshaw.co.nz **WEBSITE:** www.adamsonshaw.co.nz

Wellington | Karori | Porirua |

RESOURCE CONSENT APPLICATION

s7(2)(a)

Proposed 4 Lot Subdivision
Summer Hill & Rocky Hill Roads
Te Wharau
CARTERTON



PROPOSAL SUMMARY

To	Masterton District Council
Proposal	4 lot subdivision
Applicant	§7(2)(a)
Location	Summer Hill & Rocky Hill Roads, Te Wharau, Carterton
Zoning	Rural (Primary Production) Zone – Part of proposal within “Outstanding landscapes & Outstanding Natural Features”
Legal Description	Certificate of Title WN30/198 – 926.3254 hectares - Subdivision Certificate of Title WN20A/807 – 468.6552 hectares – Subdivision Certificate of Title WN31D/4 – Rights of Way over proposed Certificate of Title 9245 – Rights of Way over proposed
Activity Status	Discretionary Activity
Address for Service	§7(2)(a) C/ Adamson Shaw PO Box 696 MASTERTON Attn: Phillip Adamson

Location diagram



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RELEASED UNDER LGOIMA

1 INTRODUCTION

Pursuant to Section 88 of the Resource Management Act 1991 (the Act), s7(2)(a) (as representative) apply to the South Wairarapa and Carterton District Council for subdivision resource consent. This application has been prepared by Adamson Shaw in accordance with Form 9 and Schedule 4 of the Act, and incorporates the information required by the Act.

- The applicants, as a part of family farm holdings, own Certificates of Title WN30/198 and WN20A/807 totalling 1394.9806 hectares
 - The proposed subdivision is of parts of these two titles
 - Three new titles will issue as a result of the subdivision
- The Crown, “Her Majesty the Queen” owns Certificate of Title 9245 over which the applicants seek to secure a short length of right of way
- An adjoining property on the eastern boundary, held by Certificate of Title WN31D/4, has a short length of track/road through it linking to Rocky Hill Road. A right of way over this in favour of the applicant is proposed

The proposal is described in detail in this document and shown on Adamson Shaw Scheme Plan, AS 1614 SC-01 Rev A, attached at [Appendix A](#).

The objective of this application is to provide sufficient information to allow any person to determine the likely outcome of the proposed development including any actual and potential effects on the environment, and any measures proposed to avoid, remedy, or mitigate those effects. The application will discuss the following matters in relation to the proposed development:

- Consents required
- Description of the site
- Description of the proposed development
- Assessment of relevant planning instruments
- Assessment of effects on the environment
- Mitigation measures and suggested conditions of consent
- Consultation and notification

The information contained in this application and supporting documents demonstrates that the proposed development is appropriate in this location, and will contribute to the sustainable development of the Merton.

2 CONSENTS REQUIRED

Following an assessment of the proposed development in terms of the Wairarapa Combined District Plan (the District Plan), it has been determined that Subdivision Consent to undertake a Discretionary Activity is required.

3 SITE DESCRIPTION

3.1 LEGAL DESCRIPTION

This proposed subdivision is of some of the parcels held within the following Certificates of Title

- CT WN20A/807 – Multiple Parcels – 468.6552 hectares
- CT WN30/198 – Multiple Parcels – 926.3254 hectares

Rights of Way are proposed over short lengths of track/road within the following Certificates of Title

- CT 9245 – Lots 1,3,5 DP 302340 – 413.5091 hectares
- CT WN31D/4 – Section 330, 332 & 375-378 Pahaoa District & Lot 1 DP 20659 – 534.9830 hectares

There are various Registrations on the underlying Certificates of Title. These include Mortgages, Forestry Rights and a Right of Way. It is understood that these will all remain and automatically transfer to the subsequent Titles that will issue.

Search copies of the above Certificates of Title and registrations are attached at Appendix B.

3.2 PHYSICAL DESCRIPTION

The application site is rolling to steep sheep and beef country, very typical of the east coast land in the lower north island. There are large areas of bush and scrub with a significant area of bush within the proposed Lot 2 and adjoining Sec 286A Pahaoa District, on the southern side of the unformed legal road. Both of these bush areas are controlled by way of District Plan identification as both "Outstanding Landscapes & Outstanding Natural Features".

There is a dwelling at the end of Summer Hill Road and little other site development of this large rugged rural property.

There are not any known or documented fault lines or zones either within or in close proximity to the subject farms.

There are not any known or documented Selected Land use Register (SLUR) sites either within or in close proximity to the subject farm

To the best of our knowledge there are no heritage features or any specific sites of significance to Tangata Whenua located within the subject land holding or in the immediate vicinity. The District Planning Maps do not identify any such features.

4 PROPOSAL DESCRIPTION

4.1 OVERVIEW

This application seeks resource consent from the South Wairarapa and Carterton District Councils, the proposal straddles the District Boundary, to subdivide the properties. The ultimate result being as follows:

- Lots 1 and 2, approximately 229.6 and 41.5 respectively, be held together, are to be sold
- the balance of both underlying titles to be amalgamated back with the parcels within the parent titles and continue to be held by the applicant. As per the Amalgamation Conditions set out on the Plan of Proposal at Appendix A, 1614 SC-01 Rev A.

The proposed subdivision is shown on Adamson Shaw Scheme Plan AS 1614 SC-01 Rev A attached at Appendix A. Details of the proposed development are outlined in the following sections.

4.2 PROPOSED ALLOTMENTS

The proposed subdivision is configured as follows:

Lot No.	Area	Description
1	229.6 ha	Vacant steep pasture and scrub. Borders Rocky Hills Sanctuary Reserve to the east, access road/track to the north and the Pahaoa River along its southern boundary Accessed from the road/track through the property, over which a right of way is proposed To be amalgamated with Lot 2
2	41.5 ha	Steep bush block that is within the "Outstanding Landscapes" and "Outstanding Natural Features" as per the District Plan Maps Accessed from the road/track through the property, over which a right of way is proposed To be amalgamated with Lot 1
3	258.0 ha	Balance of Parts Lots 1 & 2 Section 290, within CT WN30/198. To be amalgamated back with the balance of CT WN30/198
4	233.6 ha	Balance of Parts Lots 1 & 2 Section 286, within CT WN20A/807 To be amalgamated back with the balance of CT WN20A/807

4.3 ACCESS AND SERVICING

Access through the properties, which includes access to the proposed Lots 1 and 2 is via a well formed track/road that runs between Summer Hill and Rocky Hill Roads. This track has been in existence for many years and includes two short sections that are outside of the applicants properties over which it is proposed rights of way will be created. This is in addition to rights of way proposed over the entire road.

The two sections outside of the applicants land are

- across the north western corner of the Rocky Hills Sanctuary Reserve, approximately 250 metres long. This is through clear pasture that is still farmed
- between the north eastern boundary of the applicants property and Rocky Hill Road. This is across neighbouring land that is within CT WN31D/4. Approximately 300 metres in length

The track will continue to be used in its present form with the subsequent Rights of Way to be registered reflecting the "agricultural" use and lack of necessity for any upgrading.

No services are required to be extended to or developed within the subject property.

4.4 FINANCIAL CONTRIBUTIONS

Financial contributions (roading and reserves) will be levied as one additional certificate of title will result.

- START - 2 Underlying Titles subject to the subdivision – WN30/198 and WN20A/807
- 1 Title to issue for Lot 3 and the balance of WN20A/807
- 1 Title to issue for Lot 4 and the balance of WN30/198
- 1 Title to issue for Lots 1 and 2
- FINISH - 3 Titles result

It is anticipated that the capped contribution of \$7500 plus GST for Roading and Reserves will be levied against the amalgamated Lots 1 and 2, being the additional certificate of title resulting from the proposal.

5 PLANNING CONSIDERATIONS

5.1 ZONING

Under the District Plan (Map 26), the application site is located within the Rural (Primary Production) Zone, with approximately 100 hectares of the 395 hectares having an "Outstanding Landscapes & Outstanding Natural Features" overlay.

5.2 DISTRICT PLAN

As required by the Act, the District Plan classifies activities into categories; Controlled, Restricted Discretionary, Discretionary, and Non-Complying. These different categories determine the level of control Council has over various activities. Section 20 of the District Plan deals with subdivision and sets standards for each of the four different activity status'. We consider it useful to assess the proposed subdivision against the District Plan's rural zone subdivision rules and have done so below;

Controlled Activity Standards	Proposal's Compliance
Rule 20.1.2(b)(i)2 <u>Minimum Lot Area</u>	Complies
Rule 20.1. (b)(i)1 <u>Frontage</u> - no minimum	Complies
Rule 20.1.2(c) <u>Compliance with District-wide permitted activity land use standards for Roads, Access, Parking and Loading in Section 21.1.25</u>	Complies

Controlled Activity Standards	Proposal's Compliance
Rule 20.1.2(d) <u>Two or more rear lots shall share a single vehicle access</u>	Complies
Rule 20.1.2(e) <u>Building area</u> - Each lot must contain a 12m x 15m building area meeting landuse standards for dwellings which can satisfactorily dispose of effluent	Complies
Rule 20.1.2(h) <u>Landuse standards</u> - Each lot shall demonstrate compliance with Rural (Primary Production) Zone permitted activity standards.	Complies
Rule 20.1.2(i) <u>Servicing</u>	Complies No changes or servicing required
Rule 20.1.2(j) <u>Financial Contributions</u> - To be in accordance with Section 23	Complies One Roading and Reserves Contribution to be levied
Rule 20.1.2(k) <u>Esplanade Reserve/Strap</u>	Complies NA

This proposal meets the subdivision standards for a Controlled Activity. However under the Discretionary Activity Rules 20.1.5 (i) (v), (vi), (vii) the proposal moves to Discretionary Activity Status and must be processed accordingly.

- (v) The allotment is within an Outstanding Landscape listed in Appendix 1.1;
- (vi) Contains an Outstanding Natural Feature listed in Appendix 1.2;
- (ii) Contains all or part of a site of a Significant Natural Area listed in Appendix 1.3, except if the Significant Natural Area is wholly contained in a Conservation Lot under Rule 20.1.2(q);

5.3 ACTIVITY STATUS

The assessment of the District Plan's standards in the preceding section shows that the application to subdivide the subject site must be assessed as a **Discretionary Activity**.

6 ASSESSMENT OF ENVIRONMENTAL EFFECTS

6.1 INTRODUCTION

In accordance with Section 88(2)(b) of the Act and Clause 1(d) of Schedule 4 to the Act, this assessment of environmental effects for the proposed activity has been prepared in such detail as corresponds with the scale and significance of the effects that it may have on the environment.

Subject to the purpose and principles set out in Part II of the Act, the consideration of this application by Council will involve a judgement of whether the proposed activity will promote the sustainable management of resources in a manner or at a rate that enables people and communities to provide for their social, economic and cultural well being, health and safety while avoiding, remedying or mitigating any adverse effects on the environment.

It can be concluded from our assessment of the above matters, and our experience with this type of proposal, that the actual and potential effect of the proposal on the environment primarily relate to:

6.2 EFFECTS ON RURAL CHARACTER AND AMENITY

The Act defines amenity values as "those natural and physical qualities and characteristics of an area that contribute to people's appreciation of its pleasantness, aesthetic coherence, and cultural and recreational attributes". Amenity values can be affected by such things as noise, lighting and glare, vehicle movements, available parking spaces, shading effects, visual dominance of a large structure in close proximity, levels of privacy and general visual appearance of a site and activities on the site.

In accordance with the Act, the District Plan has been developed through an extensive process, involving full public consultation, to establish a set of subdivision rules and standards which set a level of development of which the effects are considered acceptable.

The proposed allotments are of a size and configuration that are in compliance with the Controlled Activity provisions of the District Plan. Natural Landscape features and the recognised significance of the area necessitates appropriate consideration of associated factors. This has been done and department of Conservation comment has been requested.

As the proposal is boundary and ownership related and that to the best of our knowledge that no site development is proposed, it has been concluded that the proposal will have less than minor effects on rural character and amenity.

6.3 EFFECTS FROM NATURAL HAZARDS

Consideration has been given to the potential for this proposal to increase the risk or effect of any natural hazard within the site or beyond. It was concluded that the proposal, subject to the lots being developed in a complying and acceptable manner, do not increase the risks associated with natural hazards.

There are not any known hazards that will impact upon the proposal or the proposal have any impact upon.

Earthquakes and extreme weather events can never be predicted but rules and accepted land use practices relating to development generally control factors that are unknown at this stage.

It has been concluded that the provisions of Section 106 of the Act have been met and any potential adverse effects relating to natural hazards will be no more than minor.

6.4 ACCESS EFFECTS

The existing Summer Hill and Rocky Hill Roads are of a structure and standard that is considered adequate to continue to service the subject and neighbouring properties. The proposal will not create any discernible pressure on the peripheral road network or internal tracking/roading.

Given the above, it is considered that any adverse traffic and access effects arising from the proposed development will be no more than minor.

6.5 ENVIRONMENTAL EFFECTS CONCLUSION

The assessment of environmental effects presented above is guided by the provisions of the Act and the assessment criteria of the District Plan.

The appropriate party that must be consulted regarding this proposal has been identified as the Department of Conservation. Historical significance of the landscape, District Plan provisions and the Rocky Hills Sanctuary Reserve adjoining, all contribute to a level that makes comment from the Department of Conservation essential. See 9 below. This is in addition to consent being required for the proposed right of way over Crown Land.

Prior to receipt of Department of Conservation comment, overall, this assessment shows that the actual and potential effects of the proposed subdivision on the environment will be no more than minor.

6.6 NATIONAL ENVIRONMENTAL STANDARDS - SOILS

Regulatory Authorities are now requiring a more formal and consistent approach to the assessment of application sites in terms of National Environmental Standards (NES). These relate primarily to soils and potential soil contamination. The "Contaminated Land Management Guidelines No.1 Reporting on Contaminated Sites in New Zealand (Revised 2011)" provides guidance to consistent reporting "to enable efficient review and appropriate action by regulators, site auditors, members of the public and other interested parties".

There are five stages of reporting. The Preliminary Site Investigation (PSI) being Stage One, with further Stages followed should the PSI identifies that further action is required. With proposals such as this subdivision application the site is deemed to be likely to be low risk. Accordingly it is not anticipated that further investigation will be required. However, as noted, should the PSI flag any areas of concern or interest then further more targeted investigation will follow.

The Ministry for the Environment produce a Hazardous Activities and Industries List (HAIL) that identifies uses and activities as per the title of this document. This list provides guidance

and prompts consideration of multiple facets of land use, to ensure that sites are considered from an appropriate perspective. Local Authorities are aware of the list and without reproducing it in each application, we ensure that the list has been considered against the site and any relevant areas referred to. Much of the reference against which the site considered is based upon limited information and it is regularly impossible to be able to report unequivocally as to specific chemicals, for example, that may have been used on site. The initial expectation when considering the subject property is that it will be a low risk site, according Stage One PS is the starting point.

Subject to this expectation the following process has been followed

- search the GWRC GIS Viewer to ascertain if there are any known/ documented matters relating to this site. This assessment includes all matters and not only potential contamination of soil and extends to surrounding properties
- Consideration of the HAIL list
- Identification of any key matters and report on those key items in this application
- Consideration of the scale and purpose of the proposal relative to the extent of the land holding and land to be retained by the current owners

When the PSI triggers any key points, raises area of concern or there are simply too many unanswered questions, the process is then to engage a suitably qualified Engineer or Soil Scientist. This ensures that appropriately qualified and experienced people/organisations are reporting throughout the process.

The subject site has undergone a PSI, as per above, with the following findings

- that there is nothing that “triggers” that further assessment is required

The result of this PSI identified that based upon the available information and proposal that no further action or investigation is required.

7 MITIGATION MEASURES

Clause 1(g) of Schedule 4 to the Act states that an application should include “a description of the mitigation measures (safeguards and contingency plans where relevant) to be undertaken to help prevent the actual and potential effect”. Mitigation measures are addressed in the assessment of environmental effects at Section 6.0 of this application, which found that the adverse effects of the proposed activity on the environment will be no more than minor

8 SUGGESTED CONDITIONS OF CONSENT

It is envisaged that the standard conditions Council normally applies to subdivision consents should be sufficient to ensure that the subdivision is completed in a manner that is consistent with Council’s vision for the development within the rural zone and wider District.

9 CONSULTATION AND NOTIFICATION

Clause 1(h) of Schedule 4 to the Act states that an application should include an “identification of the persons affected by the proposal, the consultation undertaken, if any, and any response to the views of any person consulted”. In order to avoid doubt, Section 1AA of Schedule 4 states that “clause 1(h) obliges an applicant to report as to the persons identified as being affected by the proposal, but does not oblige the applicant to consult with any person; or create any ground for expecting that the applicant will consult with any

person”.

This proposed subdivision meets the Controlled Activity standards. However natural landscape features and acknowledgement, by way of District Plan “Special Feature identification, trigger Discretionary Activity provisions of the District Plan and the proposal must be processed accordingly.

The appropriate party, The Department of Conservation, has been consulted and comment requested from them regarding the proposal. It is not anticipated that there will be any concern due to the nature of the subdivision and that it is not proposed for the purpose of encouraging or facilitating any site development beyond which is not already controlled

Comment has been sought from the Department of Conservation. This comment would have ideally been received prior to the completion and submission of the application but it has yet to be received. Due to time constraints on the applicant the application is submitted for processing to begin and Department of Conservation comment will follow.

Sections 95A of the Act set out the circumstances where an application for resource consent should be publicly notified, the procedures for notification, and when notification procedures may be waived.

In respect of Section 95A(2), the assessment of actual or potential effects in this application found that any adverse effects of the proposal would be less than minor. The proposal therefore meets the tests of Sections 95A and 95(B) and does not require any notification.

There are no unusual circumstances that would warrant the public notification of this application under Section 95A(4) of the Act.

Given the above, the proposed subdivision meets the requirements of the Act and therefore need not be notified or served on any parties seeking written approval.

10 CONCLUSION

This proposal has been assessed in terms of the Wairarapa Combined District Plan and in accordance with the Fourth Schedule of the Resource Management Act 1991.

Overall it is concluded that the effects of the proposal are consistent with the intentions of the District Plan and that any potential adverse effects will be less than minor.

We trust the above meets Council’s requirements and provides the necessary information to enable the non-notified processing of this application.

Phillip Adamson
for **AdamsonShaw** on behalf of the applicant.

Date.....

RELEASED UNDER LGOIMA

Appendix A
Plan of Proposed Subdivision

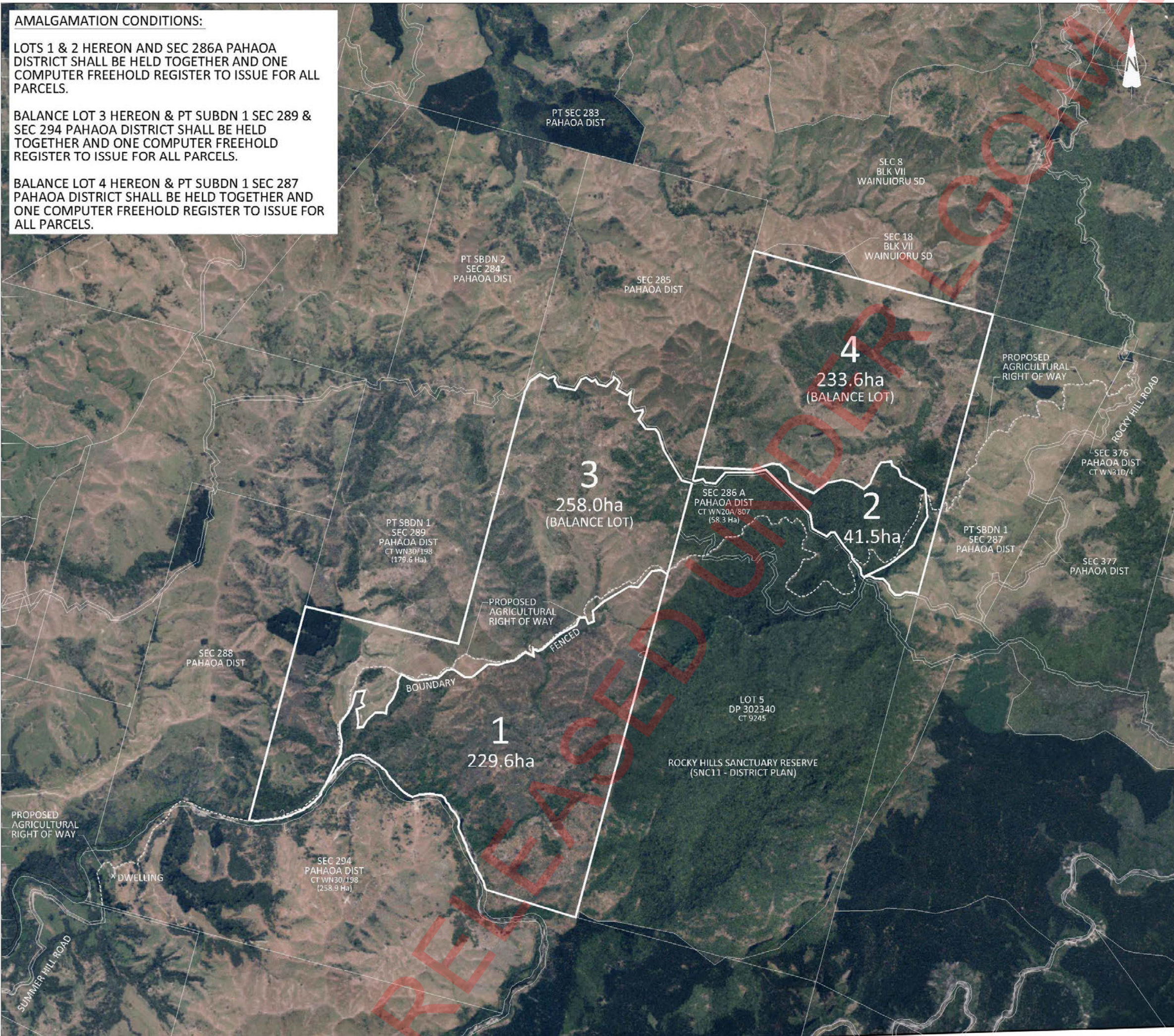
AdamsonShaw >

AMALGAMATION CONDITIONS:

LOTS 1 & 2 HEREON AND SEC 286A PAHAOA DISTRICT SHALL BE HELD TOGETHER AND ONE COMPUTER FREEHOLD REGISTER TO ISSUE FOR ALL PARCELS.

BALANCE LOT 3 HEREON & PT SUBDN 1 SEC 289 & SEC 294 PAHAOA DISTRICT SHALL BE HELD TOGETHER AND ONE COMPUTER FREEHOLD REGISTER TO ISSUE FOR ALL PARCELS.

BALANCE LOT 4 HEREON & PT SUBDN 1 SEC 287 PAHAOA DISTRICT SHALL BE HELD TOGETHER AND ONE COMPUTER FREEHOLD REGISTER TO ISSUE FOR ALL PARCELS.



A 11-3-16 LOTS 1 & 3 BOUNDARY ALTERED

DRAFT PLAN
 Not yet approved by the
 Carterton District Council

Project
 LOTS 1 - 4 BEING PROPOSED SUBDIVISION OF PT SBDN 2 SEC 289, PT SBDN 1 SEC 290, PT SBDN 2 SEC 286 PAHAOA DISTRICT AND EASEMENTS OVER SECS 294, 286A, 376 & PT SBDN 1 SEC 286 PAHAOA DISTRICT AND LOT 5 DP 302340

Site
 CT Reference: WN30/198, WN20A/807, 9245 & WN31D/4

Local Authority: CARTERTON & SOUTH WAIRARAPA

Physical Address: SUMMER HILL ROAD - TE WHARAU

Client
 T B C

Disclaimer / Legal
 This Scheme Plan has been prepared for the purpose of gaining Resource Consent pursuant to Section 88 of the Resource Management Act 1991. Adamson Shaw accepts no responsibility for its use for any other purpose. The areas and dimensions shown on this Scheme Plan are subject to final Land Transfer Survey.

AdamsonShaw >
 SURVEYING | PLANNING | LAND DEVELOPMENT

411 Queen Street P 06 370 0027 F 06 378 2009
 PO Box 696 Email : enquire1@adamsonshaw.co.nz
 Masterton 5840 Web: www.adamsonshaw.co.nz

Date 12-2-16 **Scale (A3 Original)** 1: 25 000

Project No	Drawing No	Revision
1614	SC - 01	A

RELEASED UNDER LGOIMA

Appendix B
Certificates of Title & Registrations



COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier **WN30/198**
Land Registration District **Wellington**
Date Issued 22 June 1882

Prior References

WA 26

Estate Fee Simple
Area 926.3254 hectares more or less
Legal Description Part Lot 1-2 Section 289 Block X
Wainuioru Survey District, Part Lot 1-2
Section 290 Block X Wainuioru Survey
District and Section 294 Block X
Wainuioru Survey District

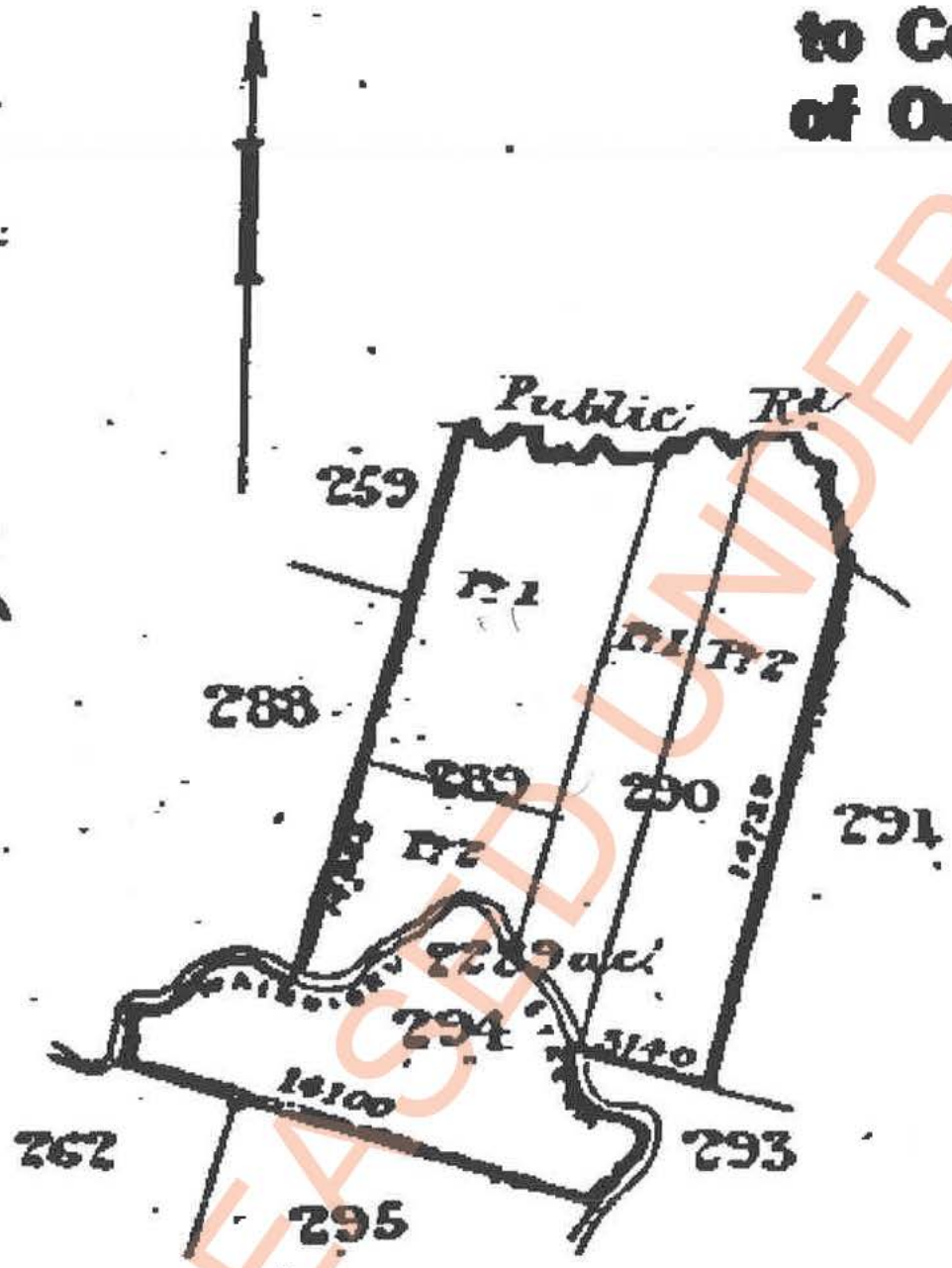
Proprietors

s7(2)(a)

Interests

5255554.3 Mortgage to The National Bank of New Zealand Limited - 17.6.2002 at 2:40 pm
6680627.1 Variation of Mortgage 5255554.3 - 8.12.2005 at 9:00 am
7545834.1 Sustainable Forest Management Permit pursuant to Section 67M Forests Act 1949 Term 10 years from 19.9.2007- 19.9.2007 at 9:00 am
8692263.2 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to (now) Craigmores Forestry Limited - 8.2.2011 at 7:00 am
9251463.1 Notice pursuant to Section 195(2) Climate Change Response Act 2002 - 29.11.2012 at 3:48 pm (excludes Section 294 Block X Wainuioru Survey District)

Image Quality due
to Condition
of Original





APPLICATION TO RECORD A PERMIT

APPLICATION to the District Land Registrar of the Land Registration District of Wellington to record a Sustainable Forest Management Permit.

PURSUANT to the provisions of section 67K and section 67M(7) of the Forests Act 1949, s7(2)(a) both Farmers and s (2)(a) s7(2)(a) all of Masterton, being the owners in fee simple of the land referred to in the annexed Sustainable Forest Management Permit, being:

All that piece of land containing 926.3254 hectares more or less being part Lot 1-2 Section 289 Block X Wainuioru Survey District, Part Lot 1-2 Section 290 Block X Wainuioru Survey District and Section 294 Block X Wainuioru Survey District and being all of the land contained in Certificate of Title Volume 30 Folio 198 (Wellington Registry)

REQUEST the District Land Registrar of the Wellington Land Registration District to record that Permit against the said Certificate of Title in accordance with the provisions of section 67K.

AS WITNESS our hand this 12th day of September 2007.

SIGNED by the abovenamed s7(2)(a) s7(2)(a) in the presence of: s7(2)(a)

Witness (signature): [Signature] Name: Rox Carlser Address: R.O.10 Masterton Occupation: Bank officer

SIGNED by GAWITH TRUSTEES LIMITED in the presence of: [Signature] Director

Witness (signature): [Signature] Name: Heather Anne Latta-Thompson Address: Law Clerk Masterton Occupation:

Correct for the purposes of the Land Transfer Act 1952. [Signature] Solicitor for the Applicants

I certify that this transaction is in accordance with Part IIIA of the Forests Act 1949. [Signature] Solicitor for the Applicants

RELEASED

SUSTAINABLE FOREST MANAGEMENT PERMIT No. 5/08/1150
(Section 67M of the Forests Act 1949) applying to indigenous forest land located
on land comprised and described in Certificate of Title WN30/198
(Wellington Land Registration District).

Pursuant to the provisions of Part IIIA Forests Act 1949, and in particular section 67M, a Sustainable Forest Management Permit is issued to s7(2)(a) s7(2)(a) the owners of an estate in fee simple in land described below and applying to an area of indigenous forest land identified in clause 1 below.

1. In this Permit, unless the context otherwise requires:

“the Act” means the Forests Act 1949 and includes all regulations made under that Act:

“Bole” means a stem with one or more leaders:

“Commencement date” means the date the appropriate District Land Registrar registers this Permit:

“Land” means all that piece of land containing 926.3254 hectares more or less being Part Lot 1-2 Section 289 Block X Wainuioru Survey District, Part Lot 1-2 Section 290 Block X Wainuioru Survey District and Section 294 Block X Wainuioru Survey District and being all of the land contained in Certificate of Title WN30/198 (Wellington Land Registration District):

“Forest Area” means the area of indigenous forest land to which the Permit applies containing about 11.6 hectares, located on the Land, delineated in red on the map attached as Schedule 4:

“Harvest” means the process of felling and transporting of logs within the Forest Area:

“Podocarp” means; Matai (*Prumnopitys taxifolia*), and Rimu (*Dacrydium cupressinum*):

“Standing Volume” means;

- (a) the volume of the bole before the tree is felled, after it has been felled, or after it has fallen naturally; and
- (b) any large branches contained within the crown of the tree that have a minimum small end diameter of 15 centimetres and a minimum length of 2.5 metres:

“Term” means the period of ten years from the Commencement Date:

“Timber” means

- (i) trees (excluding cuttings, suckers, and shoots); and
- (ii) woody plants able to be milled; and includes branches, roots, and stumps of trees and other woody plants able to be milled, logs, woodchips, wood products, veneer, tree ferns, and tree fern fibre:

Words and expressions used in this Permit and defined in the Act shall have the meanings so defined.

s7(2)(a)
s7(2)(a)
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2. This Permit shall be accorded a fair, large and liberal interpretation but if there is any difference or discrepancy between the provisions of this Permit and any provisions of the Act then the provisions of the Act prevail.
3. In the event that any activity permitted under this Permit requires prior consent under the Resource Management Act 1991 that consent must be obtained.
4. During the term of the Permit, the harvesting and milling of the following quantities of Timber from the Forest Area capable of being milled, irrespective of its quality is authorised:

- (a) For the purposes of section 67M(3) of the Act 47.0 cubic metres of podocarp species, being:

	Standing Volume
Matai	21.0 cubic metres
Rimu	26.0 cubic metres
Total	47.0 cubic metres

The Standing Volume is calculated by using the following measurements:

- (i) the diameter of the Bole at 1.4 metres above the ground.
 - (ii) the height of the Bole at either the point where the Bole branches into the crown of the tree, or the point where the Bole reaches a minimum diameter of 15 centimetres, whichever is the larger.
 - (iii) the estimated centre girth diameter and length of any large branches contained within the crown that are capable of being milled.
5. For the purposes of and in accordance with the provisions of section 67M (7) of the Act and clause 9 of the Second Schedule to the Act, a logging plan shall be submitted annually to the Director-General of Agriculture and Forestry for approval.
 6. For the purposes of clause 8 of the Second Schedule to the Act, without limiting anything contained elsewhere in this Permit or any obligation in the Act, the specified forest protection requirements annexed as Schedule 1 must be taken to protect the forest and to retain and enhance the flora and fauna and soil and water quality of the Forest Area.
 7. Without limiting anything contained elsewhere in this Permit or any obligation in the Act, the relevant sustainable forest management prescriptions specified in clause 10 of the Second Schedule of the Act apply to this permit as if it were a sustainable forest management plan. A copy is annexed as Schedule 2.
 8. This Permit does not authorise the milling of, nor create any right to harvest or mill any timber on any marginal strip as defined under the Conservation Act 1987.

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9. This Permit expires 18 months after the date of issue unless it has been registered in accordance with section 67K of the Act.
10. The requirements of the Act must be observed during the Term, notwithstanding any provision of this permit.

Dated this 27 day of

January

2006

Robert Miller

Robert Miller
Manager Indigenous Forestry Unit, Ministry of
Agriculture and Forestry
(Acting pursuant to delegated authority)

s7(2)(a)

Schedule 1

Forest Protection Requirements

1. Protection of the forest

That proper measures shall be taken to:

- (a) Protect the forest and in particular, but not exclusively, the regenerating forest from wild animals and pests, fire and other threats:
- (b) Observe the provisions of the Forests and Rural Fires Act 1977:

2. Domestic livestock

That domestic livestock including, but not exclusively, cattle, pigs, sheep, goats and horses shall be excluded from the Forest Area:

3. Flora and fauna protection and soil and water quality

That all forest management practices shall be designed to:

- (a) Protect riparian areas and minimise pollution in all natural ponds, natural watercourses and natural swamplands in the Forest Area:
- (b) Minimise soil erosion:
- (c) Retain and enhance flora and fauna:

In particular:

Trees shall be marked prior to harvest and trees identified to have higher epiphyte loads, nest holes or bat roosts shall be excluded from harvest.

Permanent fencing shall be erected around the entire perimeter of the forest area and maintained for the term of the permit.

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Schedule 2

Sustainable Forest Management Prescriptions

"10. Sustainable forest management prescriptions –

- (1) The principal sustainable forest management prescription is that the rate of harvest from a forest or group of forests managed as a unit shall be limited to a level at which the forest can continue to supply an annual or periodic non-diminishing yield in perpetuity, which yield shall include the harvest of windthrown or dead trees as they become available.
- (2) The other sustainable forest management prescriptions are as follows:
 - (a) An area that is representative of the forest area and does not exceed 20 percent of the total forest area to which the plan relates may be set aside and be unavailable for logging:
 - (b) Podocarp and kauri species shall be harvested only by single tree or small group harvesting using low impact techniques. Harvesting shall, as far as possible, be restricted to the selective removal of trees predisposed to windthrow or early death. Throughout the term of the sustainable forest management plan, the character and structure of all parts of the forest shall be maintained:
 - (c) Beech and other light-demanding hardwood species shall be harvested only in coupes of 0.5 hectares or less:
 - (d) Shade-tolerant and exposure-sensitive broadleaved hardwood species shall be harvested only by single tree or small group harvesting using low impact techniques. In creating gaps, regard shall be had for natural regeneration characteristics of the species targeted for logging:
 - (e) Where any podocarp, kauri, or shade-tolerant or exposure-sensitive broadleaved hardwood species is harvested and sufficient advanced growth is lacking, there shall be planted for each tree removed at least 5 nursery-raised seedlings of at least 60 centimetres in height of the same species which seedlings shall, where practicable, be raised from seed collected from the district in which such seedlings are to be planted:
 - (f) Where there is a failure of regeneration in a light-demanding hardwood forest, the failure shall be corrected by the planting of nursery-raised seedlings with preference being given to using seedlings of the same species which seedlings shall, where practicable, be raised from seed collected from the district in which the seedlings are to be planted.
- (3) Before harvesting any coupe within a distance from a harvested coupe equal to the width of the harvested coupe, regeneration on the harvested coupe must-
 - (a) Have reached a predominant mean height of 4 metres; and
 - (b) Have reached a stocking of the harvested species equal to or greater than the forest before harvesting."

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Schedule 3

Table of contents

(Not to form part of the Sustainable Forest Management Permit)

1. Definitions.
2. General scope of permit.
3. Requirements of Resource Management Act 1991 (if any).
4. Timber that may be harvested and milled.
5. Annual logging plans.
6. Forest Protection Requirements.
7. Sustainable Forest Management Prescriptions.
8. Marginal Strips.
9. Expiry if permit not registered.
10. Requirements of Forests Act 1949.

Schedule 1: Forest Protection Requirements

Schedule 2: Sustainable Forest Management Prescriptions.

Schedule 3: Table of Contents.

Schedule 4: Map showing location of forest.

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In

SCHEDULE FOUR

Box

SFM Permit 5/08/1150



Forest Area (11.6 Hectares)

Scale 1 : 25 000



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fm

Landonline User ID

S7(2)(a)

LODGING FIRM:

Gawith Burridge

Address

DX PA89005

Masterton

Attention: D G Dobson

Uplifting Box Number:

Sent 17/9/2007

ASSOCIATED FIRM

Client Code / Ref

HEREWITH

Survey Plan (s)

Title Plan (s)

Traverse Sheets (s)

F old Notes (s)

Cont. Sheets (s)

Survey Report

Dealing / Sub Number
(LINZ Use only)

Dealing / Sub Number
(LINZ Use only)

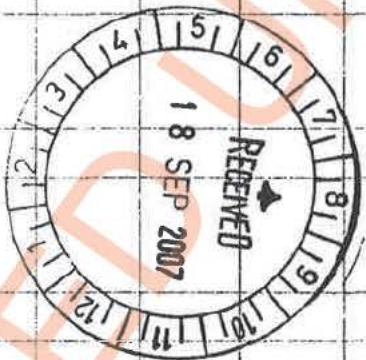
Plan Number - Pre-allocated or
to be Deposited

Revised Dealing Number:

SFP 7545834.1 Sustair
CPV - 02/03, Pgs - 009, 18/09/07, 11/49
Copies
(inc. original)
DocID 21205216

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Property Order	CT Ref	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTITITLE FEES	NO. PAGES	ADVERSE IMP.	NEW FEES	OTHER	REGISTRATION & PRIORITY FEE	FEES INCLUDED
1	WN30/198	SFP	S7(2)(a)	60.00							\$60.00
2											
3											
4											
5											
6											



CREDIT

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Fees Receipt and Tax Invoice

GST Registered Number: 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Original Signatures?

Less Fees paid on Dealing #

Subtotal (for this page)

Total for this dealing

Debit my Account for

\$60.00

Version 1.7: 28 May 2004



GRANT OF FORESTRY RIGHT

FORESTRY RIGHTS REGISTRATION ACT 1983

Wellington Land Registry

PROPRIETOR:

s7(2)(a)
s7(2)(a) of the s7(2)(a) at Rocky Hills, RD3 Masterton

together with their successors and assigns

HOLDER:

Forestry NZ Limited a company having its registered office at Level 8
HSBC Tower, 62 Worcester Boulevard, Christchurch

together with its successors and assigns

DATE: 20 December 2010

BACKGROUND

- A. The Proprietor is the registered proprietor of all that parcel of land containing approximately 926.3254 hectares more or less being the property contained in certificate of title WN30/198 (Wellington Registry) and subject to the encumbrances, liens and interests set out in the certificate of title attached as Schedule 1 ("the Land").
- B. In consideration of the covenants and conditions herein contained, the Proprietor has agreed to grant to the Holder a Forestry Right pursuant to the provisions of the Forestry Rights Registration Act 1983 ("the Forestry Right") in respect of an approximate area of 228 hectares as delineated on the map in Schedule 3 attached hatched in red being a part of the Land.
- C. The Forest Block will also be registered into the Emissions Trading Scheme with the Holder as the participant. The terms applying to receipt and application of carbon credits and allocation of carbon liabilities are fully documented at Schedule 2.
- D. The Proprietor and the Holder wish to record their respective and their mutual rights and obligations in relation to the Forest Block and also in relation to the Proprietor's land adjoining the Forest Block ("Adjoining Land") to the extent only that such Adjoining Land is, or may be affected by the operation of this Deed.

OPERATIVE PART

1. INTERPRETATION

1.1 Definitions

In this Deed, unless the context requires otherwise, the following terms will have the meanings given to them in this clause:

"Act" means the Forestry Rights Registration Act 1983.

"Banks Block" means an approximate area of 25 hectares as delineated on the diagram in Schedule 3 cross-hatched in red being a part of the Forest Block.

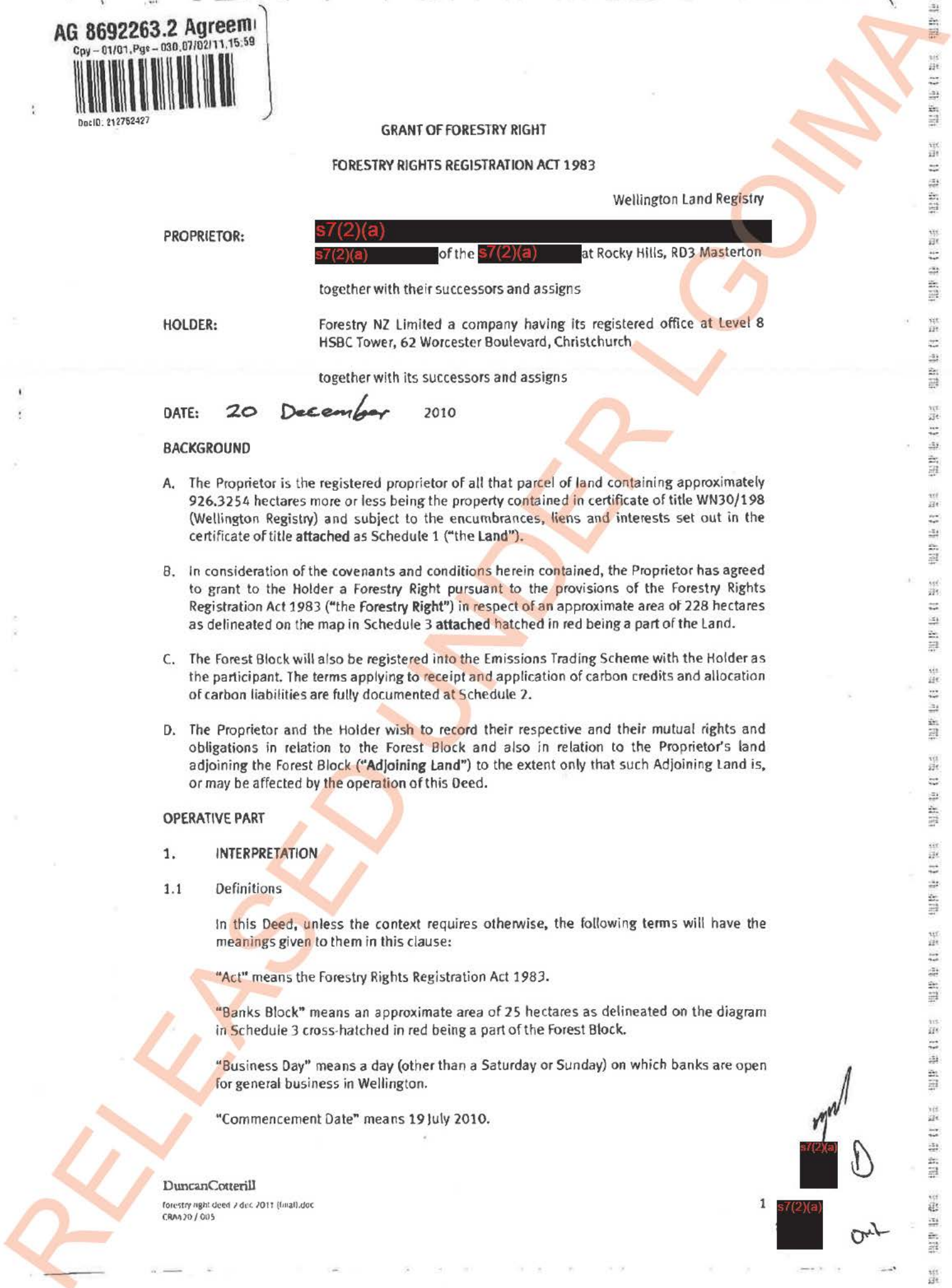
"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in Wellington.

"Commencement Date" means 19 July 2010.

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"Condition Precedent" means evidence that the Proprietor has procured all necessary access agreements for the Holder to access and harvest the trees on the Banks Block.

"Election Notice" means a notice substantially in the form set out in Schedule 4.

"Expiry Date" means 19 July 2080.

"First Plantable Area" means the plantable area within the Forest Block to be planted by the Holder during 2010 (as determined by the Holder at its sole discretion as evidenced through planting records).

"Forest Block" means the area of approximately 228 hectares as delineated on the diagram in Schedule 3 hatched in red being a part of the Land but excluding, until the Holder has confirmed that it has received the Condition Precedent in accordance with clause 2.1, the Banks Block.

"Forestry Right" has the meaning given to that term in the Act.

"Net Sale Proceeds" means the sale proceeds from the harvest of trees planted by the Holder on the Forest Block less all Harvest Costs in respect of those trees and excluding GST (if any).

"Related Company" has the meaning given to that term in the Companies Act 1993.

"Second Plantable Area" means the plantable area within the Forest Block to be planted by the Holder during 2011 (as determined by the Holder at its sole discretion).

"Surrender Date" means the date the Holder specifies that it surrenders this Deed from, as set out in the Surrender Notice.

"Surrender Notice" means a notice substantially in the form set out in Schedule 5.

"Termination Date" means the earlier of the Expiry Date and the Surrender Date (if any).

1.2 Construction

A reference to legislation or to a provision of legislation includes any amendments and re-enactments of it, a legislative provision substituted for it and a regulation, rule, order or instrument made under or issued pursuant to it. If any legislation is repealed and there is no statutory provision similar to that referred to in this Deed re-enacted then the provision so repealed shall notwithstanding its repeal continue to apply as if it was a clause set out in this Deed.

In this Deed the expressions "the Proprietor" and "the Holder" shall include, where appropriate, the respective executors, administrators, successors and assigns of the Proprietor and the Holder.

2. CONDITION PRECEDENT

2.1 The obligations of the Holder under this Deed in respect of the Banks Block shall not apply unless the Holder has received the Condition Precedent in form and substance satisfactory to it (in its sole discretion).

2.2 The Holder will promptly notify the Proprietor on being satisfied under clause 2.1.

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3. FORESTRY RIGHT

3.1 In consideration of the covenants and conditions on the part of the Proprietor and the Holder expressed or implied herein the Proprietor transfers and grants to the Holder, from the Commencement Date, as a Forestry Right, the rights to:

- (a) establish, plant, manage, cultivate, maintain, protect and render to productive harvest and carry away, sell and otherwise utilise all trees, timber and logs growing or to be grown on the Forest Block which have been planted under this Deed;
- (b) to make, install and use all and any such roadways, tracks and gates on the Forest Block and over the Land and Adjoining Land as may be necessary for the purpose of managing and utilising the said trees on the express condition that the Holder make good any damage caused to the Land by its use of the Land pursuant to this clause. In assessing any such damage the parties will if required appoint an independent assessor to inspect the Land both prior to and after the use of the same by the Holder;
- (c) by itself or by its agents, servants, licensees and invitees from time to time to enter and pass and re-pass upon the Land and Adjoining Land to the Forest Block with or without machinery and vehicles and plant of all kinds for the purposes of this Deed;
- (d) to construct upon the Land and Adjoining Land such works as are necessary or convenient for the full enjoyment of this Deed and to remove the same on expiry of the term or sooner determination of this grant. Any earthworks or roading constructed by the Holder to be excluded from such removal obligation; and
- (e) generally to do whatever the Holder, acting reasonably, determines to be necessary or convenient for planting, managing, maintaining and harvesting the trees on the Forest Block and for obtaining the full benefits of the rights and privileges hereby granted.

3.2 The Holder may sub-contract or sub-license any of its rights under this Deed at any time.

4. PAYMENT

4.1 In consideration of the rights granted to the Holder by the Proprietor under this Deed, the Holder will pay the Proprietor:

- (a) on the date this Deed is registered under the Act, a one-off payment of \$700 per hectare (plus GST (if any)) of the First Plantable Area. In so far as the area of the First Plantable Area is estimated by the Holder at the time of payment; any difference in area to the final First Plantable Area will result in payment adjustments under clause 4.2;
- (b) promptly upon completion of planting, a one-off payment of \$700 per hectare (plus GST (if any)) of the Second Plantable Area;
- (c) promptly upon receipt by the Holder, 10% of the Net Sale Proceeds and, for each year the rotation from planting to harvest of the trees on the Forest Block extends beyond 35 years from the Commencement Date, 0.2857% of the Net Sale Proceeds (calculated on a per annum basis); and

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(d) subject to the terms of Schedule 2, in each year during the Carbon Rental Period promptly upon receipt of the Annual Allocation, the applicable Carbon Rental for that year.

4.2 If, through subsequent mapping, it is demonstrated that the area planted by the Holder is greater than the estimated First Plantable Area and/or Second Plantable Area then the Holder will, subject to clause 4.4, pay the Proprietor an amount equal to \$700 per hectare (plus GST (if any)) of the difference. Such payment to be made within 10 Business Days of receipt of the new mapping information by both parties.

4.3 If, through subsequent mapping, it is demonstrated that the area planted by the Holder is less than the estimated First Plantable Area and/or Second Plantable Area then the Proprietor will refund the an amount equal to \$700 per hectare (plus GST (if any)) of the difference. Such payment to be made within 10 Business Days of receipt of the new mapping information by both parties. The Proprietor irrevocably authorises the Holder to set-off any such amount not so paid against any future amount payable by the Holder to the Proprietor under this Deed.

4.4 If the Holder determines that the Proprietor has materially breached the restriction on the Proprietor grazing animals on the Forest Block contained in clause 8.5 (excluding, for the avoidance of doubt, any wild animals), the Holder is entitled to withhold an amount equal to the material damages (calculable on an after-tax basis) caused by those grazing animals from any payment or transfer due to the Proprietor under this clause 4 or Schedule 2 (provided that those damages arise from the Proprietor's negligence or deliberate action or omission).

5. CARBON STOCKS

The Holder and the Proprietor acknowledge and agree that the provisions of Schedule 2 are incorporated into this Deed and the Proprietor agrees that it shall not take any actions the effect of which prevents or frustrates the Holder from participating in the ETS or any subsequent carbon trading scheme.

6. TERM, HARVEST AND TERMINATION

6.1 Term

(a) This Deed shall, subject to the provisions of this clause 6, be for a term of seventy (70) years commencing on the Commencement Date and shall expire on the Expiry Date.

(b) The Holder will have a preferential right to negotiate a new Forestry Right with the Proprietor to be entered into from the Expiry Date as set out in clauses 6.1(c) to (e) below.

(c) The Holder must give written notice to the Proprietor no later than three (3) months (but not more than twelve (12) months) before the Expiry Date if the Holder wishes to renew the Forestry Right.

(d) The Parties will have three (3) months from the date of the notice or such longer period as they mutually agree to conclude a new Forestry Right on reasonable commercial terms and conditions acceptable to both parties.

(e) If the Holder does not give written notice under clause 6.1(c) or the parties are unable to negotiate a new Forestry Right then this Deed will terminate on the Expiry Date.

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6.2 Right to Surrender

The Holder may surrender this Forestry Right (at its sole discretion) by providing the Proprietor with a Surrender Notice, not less than 10 Business Days prior to the proposed Surrender Date.

6.3 Termination

On and from the Termination Date, any trees, timber and logs not harvested and removed from the Forest Block under this Deed will revert to the Proprietor. The Carbon Liabilities will be apportioned as set out in Schedule 2.

7. HOLDER'S COVENANTS

7.1 Use of Forest Block

- (a) The Holder shall use the Forest Block only for the purposes of and incidental to the objects of this Deed and in particular shall not be entitled to remove from the Land any minerals, metals, stones, coal, earth, rock, sand, clay, gravel or shingle.
- (b) The Holder shall be generally responsible for good forestry husbandry with respect to all forestry management practices employed by it. It is agreed that the primary use of the Forest Block is for timber and carbon value and any harvesting decisions will reflect such primary use.
- (c) The Holder shall exercise its rights hereunder so as to cause as little disruption as in all the circumstances is reasonably possible (but having regard to the rights hereby granted to the Holder) to the Proprietor and the Proprietor's husband like farming of the Adjoining Land and in particular:
 - (i) shall use reasonable efforts not to disturb the livestock of the Proprietor, or its lessees and licensees (as the case may be);
 - (ii) shall leave all gates as found and report any damage to fences or gates;
 - (iii) shall use reasonable efforts to minimise any problems caused by the acts or the omissions of the Holder, or the Holder's agents, contractors, employees, invitees or any other person for whom the Holder is responsible;
 - (iv) shall remove any litter brought onto the Land by the Holder, the Holder's agents, contractors, employees, invitees or any other person whom the Holder is responsible; and
 - (v) prior to termination of this Deed, shall complete all harvest, cutting and clearing work to a reasonable standard such that re-planting can occur.
- (d) The Holder shall (subject to any statutory duties imposed on the Holder) have the right (without liability to the Proprietor) to fell, destroy or otherwise eliminate all undesirable trees or plants in the Forest Block after the date of this Deed, or other undesirable growth on the Forest Block by slashing, poisoning, use of chemical spray or such other means provided it is usual, customary or accepted as a reasonable method of forest land management.

7.2 Water, Pipelines and Powerlines

- (a) The Holder shall not be responsible for the supply of water (if any) to the Forest Block and shall not damage or interfere in any way with any water pipelines situated on the

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Land nor carry out any plantings which would prevent the Proprietor from carrying out maintenance and replacement of such pipelines.

- (b) Subject to the lawful requirements of the Ministry of Energy, Telecom Corporation of New Zealand Limited, Natural Gas Corporation of New Zealand Limited, Transpower New Zealand Limited or of any other Body, Authority or State Owned Enterprise having the lawful right of access to the Land and any other proper Body or Authority having control over the same and where in the reasonable opinion of the Holder the practicalities of good forest management so require, the Holder may clear and plant or not plant any of the Forest Block under or adjacent to electric transmission lines or telephone transmission lines or pipelines carrying gas, liquid or solid substances and may leave unplanted an area or width greater than the minimum area or width required by such Body, Authority or State Owned Enterprise having control over such line or pipelines.

7.3 Fencing

- (a) The Holder shall take reasonable steps to minimise damage to external fences and gates around the boundary of the Forest Block and shall rectify any such damage to ensure that they are in an equivalent stock proof state to that prior to such damage.
- (b) The Holder shall take reasonable steps to minimise damage to internal fences and gates located on the Forest Block from poor management of the Forest Block (which shall include, without limitation, not felling thinned trees onto internal fences) prior to preparation for any harvest of the Forest Block and shall rectify any such damage to ensure that they are in an equivalent state to that prior to such damage.
- (c) The Holder may erect boundary and internal fences and gates located on the Forest Block.

7.4 Fire Protection

- (a) The Holder must in relation to the Forest Block and the Proprietor must in relation to the Adjoining Land, comply in all respects with and indemnify the other against all liability under the Forest and Rural Fires Act 1977.
- (b) Subject to the provisions of the Forest and Rural Fires Act 1977 or any other statutory regulation affecting the same the Holder must:
 - (i) carry out and maintain all proper fire protection works on the Forest Block; and
 - (ii) take all reasonable measures that may be necessary to prevent the spreading of any fire on, from, or across the Forest Block.
- (c) The Holder is entitled to construct fire breaks and take such normal fire protection measures on or adjacent to the Forest Block as may from time to time be deemed by the Holder to be necessary.
- (d) Notwithstanding anything contained in clause 6.4(a) above or elsewhere in this Deed, the Holder may refuse access to any person other than the Proprietor, or an authorised officer representing the Proprietor (the Proprietor being bound to give prior notification to the Holder of the name and address of the person concerned in any such case) requiring access for necessary purposes in the course of the closed fire season in each year.

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7.5 Compliance with Statutes and Regulations

- (a) The Holder must comply in all respects with and indemnify the Proprietor against all liability under all and any of:

Accident Compensation Act 2001
Bio Security Act 1993
Building Act 2004
Climate Change Response Act 2002 (subject to the provisions in Schedule 2)
Forest and Rural Fires Act 1977
Forests Act 1949
Hazardous Substances and New Organisms Act 1996
Health and Safety in Employment Act 1992
Machinery Act 1950
Resource Management Act 1991
Wildlife Act 1953

and all other statutory provisions, regulations and bylaws in any way from time to time affecting the Forest Block, including the trees growing thereon, where such liability arises directly as a result of the Holder's use of the Forest Block under this Deed.

7.6 Proprietor's Access and Right to Inspect

- (a) Subject to clause 7.6(b) below and the reasonable requirements of forest management, the Proprietor and its duly appointed agents or representatives are entitled at all reasonable times to enter upon the Forest Block for the purposes of:

- (i) viewing and inspecting the same;
- (ii) carrying out maintenance or replacement of any water pipelines pursuant to clause 7.2(a) above;
- (iii) complying with its obligations in respect of fire protection; and
- (iv) any other matter reasonably required by the Proprietor in relation to the ownership or occupation of Adjoining Land by the Proprietor, its lessees, licensees, contractors, agents, employees and invitees (as the case may be).

- (b) In the event that the Proprietor or its duly appointed agents or representatives enter upon the Forest Block to carry out any of the matters referred to in clause 7.6(a) above, the Holder will not be liable to:

- (i) any person (including the Proprietor or the beneficial owner of the Land) for the acts, defaults or omissions of the Proprietor or its respective agents or representatives (or any of them) whether or not the same would otherwise constitute a breach of the terms of this Deed; or
- (ii) the Proprietor, the beneficial owner of the Land or their respective agents or representatives (or any of them) for any loss, injury or damage in any way incurred as a result of, or arising out of, the entry of such person upon the Forest Block pursuant to clause 7.6 and the Proprietor indemnifies and holds harmless the Holder in the event that the Holder incurs any liability whatsoever arising as a result of the entry by the Proprietor, the beneficial owner of the Land or their respective agents or representatives (or any of them) upon the Forest Block pursuant to this clause.

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7.7 Insurance

- (a) The Holder will maintain at its own expense adequate public liability insurance cover of not less than \$2,000,000 with the Proprietor being noted on the policy as an interested party.
- (b) The Holder will maintain at its own expense adequate fire, lightening, malicious damage and wind throw protection insurance as is considered reasonable and commercially viable for the Forest Block and to protect against any fire damage to neighbouring property or the Adjoining Land with the Proprietor being noted on the policy as an interested party.

7.8 Rates

The Holder will pay to the Proprietor its fair proportion of the local authority and regional council rates calculated on the basis of the proportion of the rateable area occupied by the Forest Block and the rates applicable to the Forest Block for the period falling within the term of this Deed. Such payment will be made on an annual basis and within 30 days of receipt of an invoice from the Proprietor (attaching evidence of the local authority and regional council rates for that year).

8. PROPRIETOR'S COVENANT

8.1 The Proprietor grants the Holder the exclusive right to:

- (i) use the Forest Block for the purposes of establishing and maintaining the trees situated on the Forest Block;
- (ii) manage the Forest Block (including, without limitation, making all decisions in relation to grazing on the Forest Block); and
- (iii) harvest any trees situated on the Forest Block, which were established under this Deed excluding any native trees present on the Forest Block prior to the Commencement Date.

8.2 The Proprietor grants the Holder, its licensees, contractors, agents, employees and invitees free rights of passage over the Forest Block and over the Land to the Forest Block and will do all things necessary (in the opinion of the Holder) to enable the Holder, at the Holder's expense, to obtain reasonable and practical access to the Forest Block across the Land or otherwise howsoever during the term created by this Deed.

8.3 The Proprietor will use its best endeavours to authorise the Holder to use any existing rights of access held by the Proprietor in connection with the Land and to assist the Holder to obtain consent from any adjacent land owners in order for the Holder to access the Land via any such adjoining land. In particular, and without limiting this clause 8.3, the Proprietor will use its best endeavours to assist the Holder in obtaining consent from adjacent land owners of the Banks Block to obtain legal access for the Holder to the Banks Block.

8.4 The Proprietor will (subject to the provisions of the Forest and Rural Fires Act 1977 or any other statutory regulation affecting the same):

- (i) carry out and maintain all proper fire protection works on the Land (other than the Forest Block); and
- (ii) take all reasonable measures that may be necessary to prevent the spreading of any fire on, from or across the Land (other than the Forest Block).

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8.5 The Proprietor will not graze animals on the Forest Block without the Holder's prior written consent and will take all reasonable steps to prevent its animals entering the Forest Block and indemnify the Holder (on an after-tax basis) against any loss or liability of the Holder resulting from a breach or failure of this obligation.

9. MUTUAL COVENANTS

9.1 Code of Conduct

The Proprietor and the Holder will, at the request of either of them, agree a code of conduct in respect of access to the Forestry Block.

9.2 Hazards

Neither the Proprietor nor the Holder (or their employees, representatives or agents) will light any fires upon the Land which might spread and damage any improvements, trees or livestock thereon. Neither party will use any chemicals on the Land which might damage the trees or livestock thereon.

9.3 Default

- (a) If either party is in default under this Deed the other party may notify such party in writing to remedy such default within thirty (30) days of receipt of such notice.
- (b) Notwithstanding clause 9.3(a), the party not in default may waive such default in writing but such waiver will only apply to the particular default waived and will not be a continuing waiver.
- (c) If the party in default fails to remedy such default within the time set out in clause 9.3(a), or a default requires urgent attention, the non-defaulting party may take such action as it deems necessary to remedy such default and the defaulting party shall be responsible for all such costs of such remedial action.
- (d) If a default is not capable of remedy, either party may without prejudice to any other right or rights they respectively may have, refer that default issue to arbitration in accordance with clause 9.4.

9.4 Disputes and Arbitration

- (a) Should any dispute or disagreement whatsoever arise between the parties touching any matter under or relating to this Deed or if the parties fail to agree on any matter on which they are required by the terms of this Deed to agree, any such dispute or difference or failure to agree will be defined by notice by the party raising it to the other party and will forthwith be discussed (on a "without prejudice" basis) by the parties in an attempt to resolve their difference amicably. All discussions as to any matter in dispute relating to this Deed will be held in such place as shall be appropriate and most convenient to the parties.
- (b) If it appears that the matter cannot be resolved after initial discussion the parties will adjourn for at least two days and then again attempt to resolve the matter by discussion.
- (c) Only after discussion between the parties fails to produce agreement between them on the matter in dispute will the matter be referred to arbitration in terms of the remaining provisions of this clause provided however that if a period of three (3) calendar months elapses from the date of service of a notice defining a dispute, such

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conditions and agreements on the part of the Holder herein expressed or implied. Such deed of covenant will be prepared by the solicitor for the Holder at the expense of the Holder.

10.4 Security

The Holder may, without the consent of the Proprietor, mortgage or charge its interest under this Deed.

10.5 Notices

(a) Any demand or requirement or notice which pursuant to the provisions in this Deed is to be given by either party to this Deed shall be in writing and shall be signed by the party giving the demand or requirement or notice or by an officer, agent or solicitor of that party and shall be deemed to have been duly served on the other party if delivered to it personally, sent by registered post to that other party's last known business address or sent by electronic means (commonly known as email).

(b) Any notice given pursuant to this Deed will be deemed to be validly given:

(i) in the case of delivery, when received;

(ii) in the case of posting, on the second day following the date of posting; and

(iii) in the case of electronic transmission by email, at the time specified in the email transmission which was not returned as undeliverable or as containing any error.

10.6 Costs

The parties shall each meet their own costs in relation to the negotiation, preparation and completion of this Deed.

10.7 Statutory Takings

If the Forest Block or any part thereof including the forest produce thereon is taken by proclamation or otherwise by any local authority or the Crown pursuant to the Public Works Act 1981 or any other Statute so enabling, the amount of compensation paid in respect of the growing trees upon any Land so taken shall belong to the Holder absolutely.

10.8 Independent Trustee

The Holder agrees that the liability of s7(2)(a) being a s7(2)(a) s7(2)(a) the "Trustee" created by a Deed of Trust dated 13 March 2002 (the "Trust") shall be limited to the extent of the net assets for the time being of the Trust which is under the control of the Trustee in the ordinary course of administration of the Trust. Where the Holder incurs any loss as a result of breach of trust by the Trustee due to default or dishonesty on the part of the Trustee this limitation of liability will not apply to the Trustee and the Trustee will be personally liable to the Holder to the extent the Trust assets do not satisfy all the Trustee's obligations to the Holder.

10.9 Amendment

No amendment to this Deed will be effective unless it is in writing and signed by the parties.

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10.10 Severability

If any provision of this Deed is, or becomes, unenforceable, illegal or invalid for any reason, this Deed will remain in full force apart from such provision which will be deemed deleted.

10.11 Governing Law

This Deed will be governed by New Zealand law.

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SIGNATURES

THE HOLDER

SIGNED by

FORESTRY NZ LIMITED

(as Holder) by:

)

)

)

[Handwritten Signature]
D. M. Loschley

[Handwritten Signature]
Director

THE PROPRIETOR

SIGNED by

s7(2)(a)

s7(2)(a)

in the presence of

[Handwritten Signature]
Witness Signature
Adam Graeme PARKER
Solicitor
Witness Occupation
MASTERTON

Witness Town/City of Residence

SIGNED by

s7(2)(a)

s7(2)(a)

in the presence of

[Handwritten Signature]
Witness Signature
Adam Graeme PARKER
Solicitor
Witness Occupation
MASTERTON

Witness Town/City of Residence

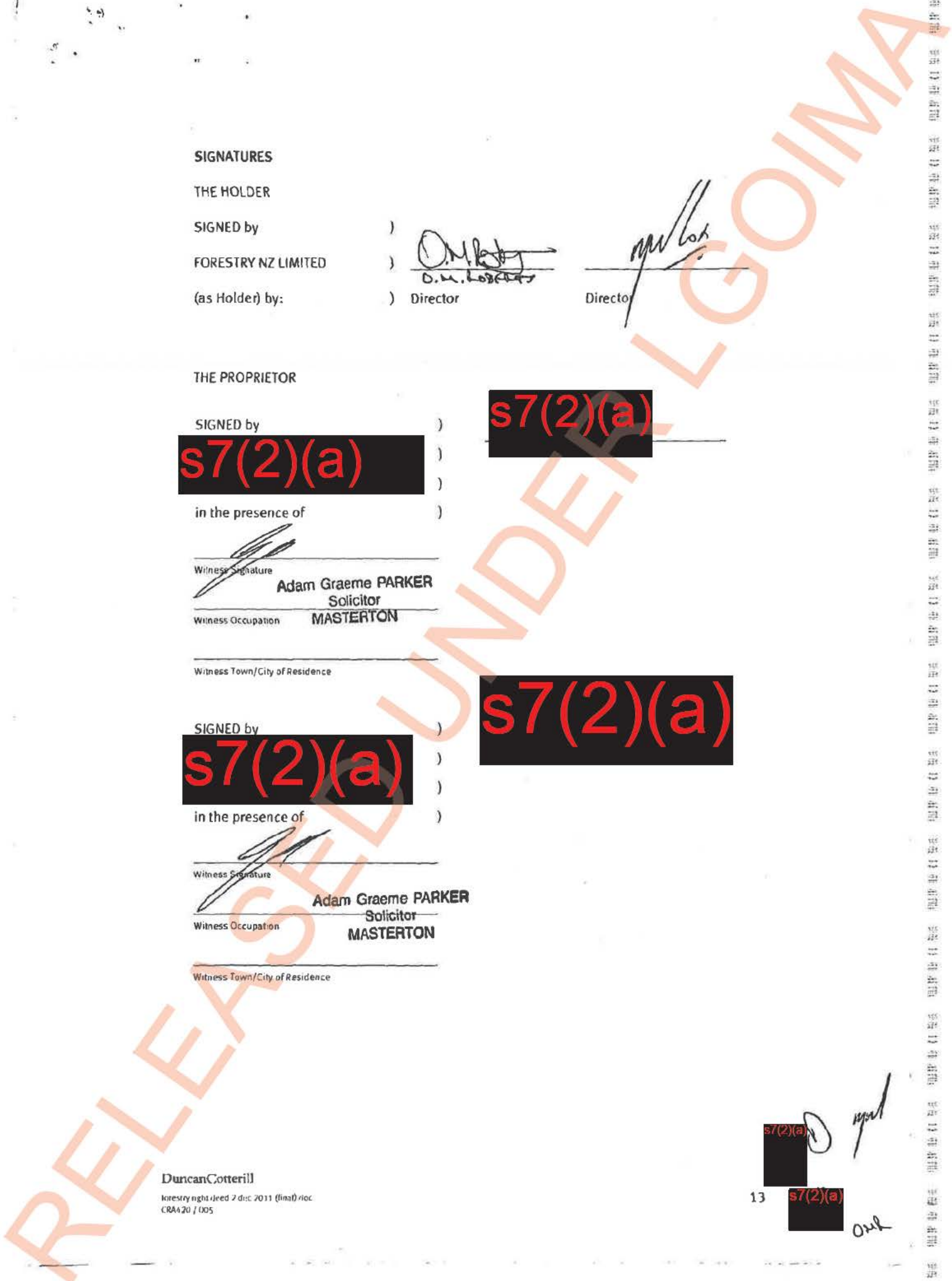
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[Handwritten Signature]
[Handwritten Signature]



SIGNED by
s7(2)(a)

s7(2)(a)

Director

in the presence of

Witness Signature

Adam Graeme PARKER
Solicitor
MASTERTON

Witness Occupation

Witness Town/City of Residence

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SCHEDULE 1
Certificate of Title

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**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy

R. W. Muir
Registrar-General
of Land

Identifier WN30/198
Land Registration District Wellington
Date Issued 22 June 1882

Prior References
WA 26

Estate	Fee Simple
Area	926.3254 hectares more or less
Legal Description	Part Lot 1-2 Section 289 Block X Wainuioru Survey District, Part Lot 1-2 Section 290 Block X Wainuioru Survey District and Section 294 Block X Wainuioru Survey District

Proprietors

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Interests

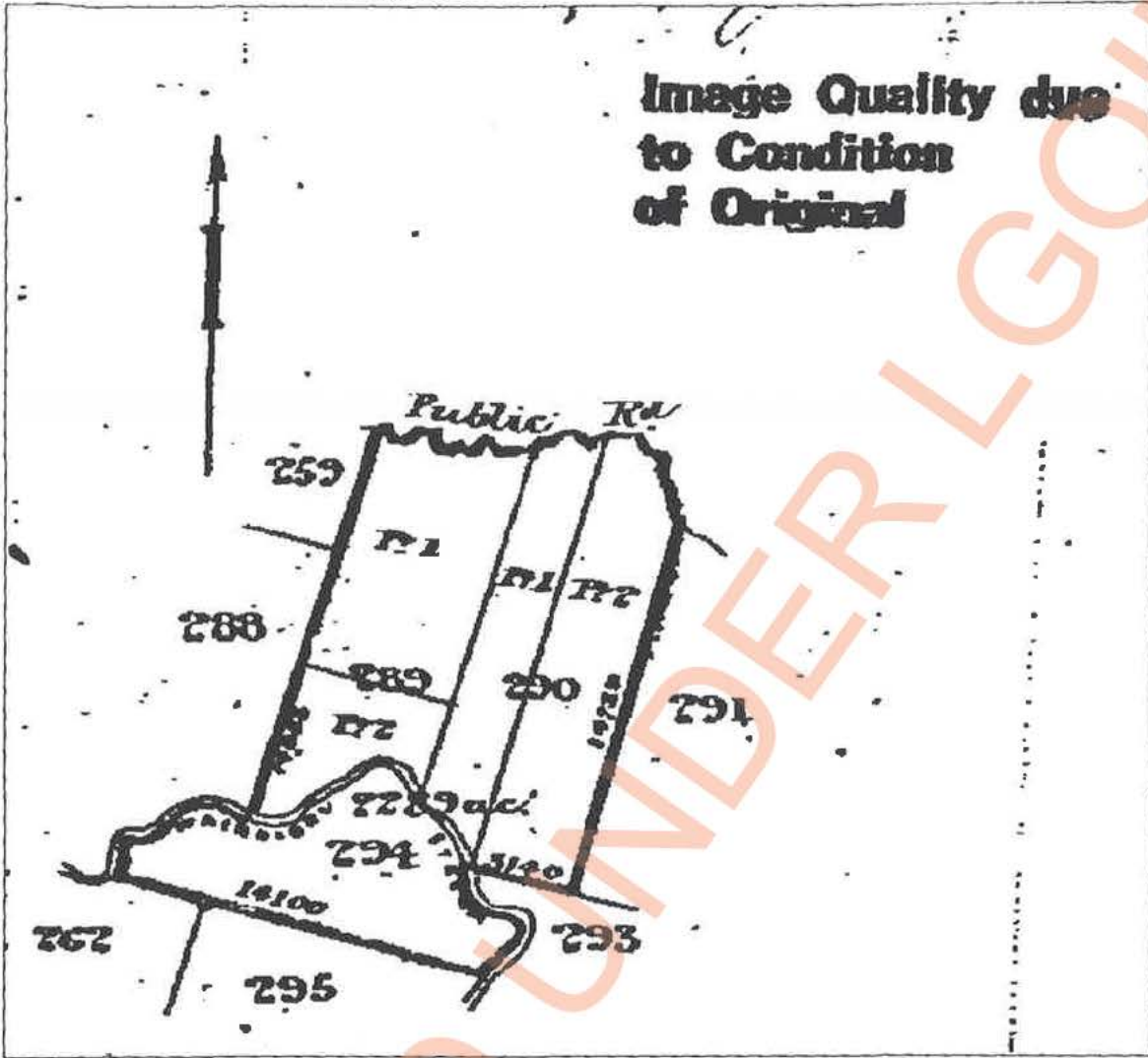
5255554.3 Mortgage to The National Bank of New Zealand Limited - 17.6.2002 at 2:40 pm
6680627.1 Variation of Mortgage 5255554.3 - 8.12.2005 at 9:00 am
7545834.1 Sustainable Forest Management Permit pursuant to Section 67M Forests Act 1949 Term 10 years from
19.9.2007- 19.9.2007 at 9:00 am
8547975.1 CAVEAT BY FORESTRY NZ LIMITED - 20.7.2010 at 12:39 pm

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Identifier

WN30/198

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to Condition
of Original



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SCHEDULE 2

Emissions Trading Scheme Terms

1. Definitions

In this Schedule, unless the context requires otherwise, the following terms will have the meanings given to them in this section:

"Allocation Date" means the date on which the Holder receives its Annual Allocation.

"Annual Allocation" means the number of Carbon Credits issued and allocated to the Holder in respect of the Forest Block during that year.

"CAA" means a carbon accounting area within the Forest Block.

"Carbon Credits" means Units issued and allocated or which are entitled to be issued and allocated under the ETS in respect of the Forest Block.

"Carbon Liabilities" means a liability to surrender Units under the ETS in respect of the Forest Block.

"Carbon Rental" means the sum payable to the Proprietor by the Holder in respect of the annual allocation of Carbon Credits generated by the Forest Block. This is calculated as: $(0.05 \times \text{Annual Allocation}) \times (\text{Net Spot Price})$ less $(0.1 \times \text{Operating Costs for that year})$.

"Carbon Rental Period" means the period commencing on the date falling four (4) years from the Commencement Date until the Expiry Date.

"Carbon Stocks" means the Unit balance of the Forest Block from time to time as determined under the ETS.

"ETS" means the New Zealand Emissions Trading Scheme established under the Climate Change Response Act 2002 and includes any replacement emissions trading scheme whether replacing the emissions trading scheme available on the Commencement Date or an alternative scheme available to the Forest Block and opted into by the Holder.

"Harvest Costs" means all direct costs and expenses incurred in preparing for, arranging, managing and completing the harvest and sale of trees including all transport costs.

"Net Spot Price" means an amount equal to the spot price for a Unit calculated on the basis that the Holder had sold 5% of the Annual Allocation into the open market on the date falling ten (10) Business Days after the Allocation Date as determined by the Holder (acting reasonably) by reference to the price displayed by OMFInancial Limited at www.nzcarbonmarket.com (or its successor web page) or such other broker as agreed to by the parties less brokerage fees that would have been incurred if those Units had been sold.

"Operating Costs" means the Holder's operating costs in respect of the Forest Block including, without limitation, insurance premiums in respect of the Forest Block, rates (if any), forest manager fees, carbon measurement and compliance costs, fencing costs and access maintenance but excluding planting, thinning and pruning costs and any Harvest Costs.

"Participation" means participation in the ETS as a registered participant.

"Root Carbon" means the net Carbon Stocks for which there is no liability for repayment after harvest of the first rotation under the ETS. For the avoidance of doubt, the lack of a liability for repayment of the net Carbon Stocks referred to in this definition is due to growth in Carbon Stocks of the second rotation of trees replacing the lost Carbon Stocks from gradual decay of the residue remaining on site after any harvest of the Forest Block (that is, the timber and carbon stored within it whether in the foliage, branches, stumps, woody litter on the forest floor or tree roots).

"Root Carbon Compensation" means the number of Carbon Credits to be surrendered by the Holder to the Proprietor on the Termination Date to provide compensation for the ongoing Carbon Liabilities from loss of Carbon Stocks from the first rotation, as calculated and determined under section 4.3.

"Root Carbon Indemnity" means the indemnity given by the Holder to the Proprietor from the Termination Date to deliver Units on an ongoing basis to allow the Proprietor to meet its Carbon Liabilities from loss of Carbon Stocks from the first rotation following harvest.

"Unit" means a "New Zealand Unit" under the ETS or a "Kyoto Unit" or "approved overseas unit" and as such definitions may be amended from time to time in the Climate Change Response Act 2002.

2. Registration

- 2.1 The Holder shall register the Forest Block under the ETS and the Holder will be the sole Participant in respect of the Forest Block during the Carbon Rental Period.
- 2.2 The Forest Block will be divided into distinct CAAs by the Holder (or its agents) as part of the ETS registration.
- 2.3 The Proprietor shall do all acts and things, including the giving of all such approvals, as may be required by the Holder to register the Forest Block under the ETS. The Holder shall prepare all such approvals at its cost and provide the same to the Proprietor.
- 2.4 Subject to the terms of this Deed, the Holder is entitled to all Carbon Credits in respect of the Forest Block and is liable for all Carbon Liabilities in respect of the Forest Block during the term of this Deed.

3. Payment

- 3.1 Subject to clauses 4.2, 4.3, 4.4 and section 3.2 of this Schedule, the Holder will pay the Proprietor, in each year during the Carbon Rental Period promptly upon receipt of the Annual Allocation, the applicable Carbon Rental for that year.
- 3.2 If the Proprietor provides the Holder with an Election Notice not less than 10 Business Days prior to the last day of the applicable year during the Carbon Rental Period, the Holder will promptly upon receipt of the Annual Allocation, transfer an amount of Units equal to the value of 5% of the Annual Allocation less a number of Units equal in value to 10% of the Operating Costs for that year to the holding account specified in the Election Notice. The Holder will have no obligation to pay the Proprietor the Carbon Rental in respect of the year(s) the Election Notice refers to. Any Election Notice shall be irrevocable and may be in respect of one or more years during the Carbon Rental Period.
- 3.3 Neither party shall be liable for or under any obligation to the other party in respect of the other party's Carbon Liabilities and each party shall indemnify and keep indemnified the other party from and against any and all liability, loss, injury, damage, costs or expenses whatever suffered or incurred by that party arising out of, attributable to or caused by the other party's Carbon Liabilities or the other party's participation in the ETS. Unless

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otherwise provided in this Deed the Holder will cease to have liability for the Carbon Liabilities from the Termination Date provided it has complied with its material obligations under this Deed.

4. Harvest

4.1 On completion of the harvest of the trees on the Forest Block (first rotation), in order to apportion the Carbon Liabilities between the parties, the Holder shall:

- (a) submit an emissions return under the ETS within the required time periods (currently 20 Business Days);
- (b) surrender sufficient Units as required by the ETS in respect of the loss of Carbon Stocks in the Forest Block and comply with this section 4 and section 5.2;
- (c) either surrender sufficient Units to the Proprietor to meet the Root Carbon Compensation or provide the Root Carbon Indemnity (as determined under section 4.3); and
- (d) cease to be the Participant in respect of the Forest Block.

4.2 Subject to the Holder settling all obligations under section 4.1, the Proprietor will be liable for all Carbon Liabilities in respect of the Root Carbon provided that the Holder compensates the Proprietor in one of the following ways (with the choice of option at the sole discretion of the Holder):

- (a) the Holder will re-plant the Forest Block to a standard and stocking sufficient for both a viable timber and/or carbon forest as determined by the Holder unless agreed otherwise by the parties;
- (b) provide the Proprietor with sufficient financial compensation to cover the cost of the Carbon Liabilities for decaying Root Carbon (calculated as at the Termination Date reflecting the cost of acquiring Units equal to the Root Carbon); or
- (c) pay sufficient financial compensation to the Proprietor in order for the Proprietor to re-plant the Forest Block to a minimum standard and stocking sufficient for both a viable timber and/or carbon forest (such financial compensation to reflect the cost that would have been incurred by the Holder under section 4.2(a)).

4.3 Where section 4(a) or 4(c) applies the Holder will also have the additional obligations in this section 4.3. The parties intend that the Proprietor will not be required to fund any Carbon Liabilities from the first rotation of trees on the Forest Block. Over time (one to 10 year's) the Forest Block will off-set any loss of Carbon Stocks from the Termination Date through growth in the second rotation of trees on the Forest Block. Forestry science and industry knowledge, as at the Commencement Date, suggests that following harvest and before the second rotation of trees has reached a critical growth phase the Carbon Stocks may fall to a low point before again increasing. Until this low point of Carbon Stocks has been reached there may be an annual liability on the Proprietor to surrender Units under the ETS for the loss of Carbon Stocks for the previous year which is due to further decay of the first rotation. The Holder agrees to compensate the Proprietor to meet this ongoing cost in one of two ways (with the choice of option at the sole discretion of the Holder):

- (a) Root Carbon Compensation – within 4 months of the Termination Date the Holder will transfer to the Proprietor 12.5% of the Carbon Credits collected from harvested area in the Forest Block; or

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- (b) Root Carbon Indemnity – the Holder will indemnify the Proprietor from the drop in Carbon Stocks to the low point of Carbon Stocks by the transfer each year of the number of Units that the Proprietor is required to surrender under the ETS in respect of the Forest Block. The following conditions will apply to this indemnity:
- (i) the Proprietor must maintain the health of the second rotation of trees on the Forest Block and follow good forest husbandry management and practice in order to prevent significantly inhibiting growth of the second rotation of trees at the Forest Block. Any failure to comply with such standards may result in slower growth of the second rotation of trees and the Holder may withhold a number of Units to reflect the resulting loss of Carbon Stocks due to the Proprietors failures in this regard;
 - (ii) the Proprietor will file its annual emissions return under the ETS in each year following the harvest where Carbon Stocks drop and provide the Holder with copies of its emissions returns and calculations of Carbon Stocks. The Holder, acting reasonably, may challenge the Proprietors calculation of loss of Carbon Stocks and make suggested changes prior to the Proprietor submitting its emissions return in respect of the Forest Block. The Proprietor shall be obliged to incorporate all reasonable changes to its emissions return as submitted by the Holder;
 - (iii) once the proprietor has submitted its annual emissions return the Holder will transfer to the Proprietor within 20 Business Days the number of Units that reflect the net loss of Carbon Stocks for which the Proprietor will be required to surrender under the ETS;
 - (iv) the Holder is not liable for the loss of Carbon Stocks resulting from damage to the second rotation of trees whether through wind-throw, disease, fire or such other catastrophic event. Such risks do not form part of the indemnity under this section 4.3(b);
 - (v) in the event of any dispute between the parties in respect of this Indemnity the matter in dispute will be referred to an Expert in accordance with section 4.5.

4.4 Where forestry science and recognised industry practice has changed by the Termination Date (as determined by either party acting reasonably), either party may require a review of the level of Root Carbon Compensation either prior to or within 30 Business Days of the Termination Date (the "Review"). The Review will determine whether 12.5% of Units collected is the appropriate level of compensation for the loss of Carbon Stocks to the low point in Carbon Stocks in the Forest Block during the initial growth of the second rotation of trees. Where a party requires the Review to take place either party may request the Review by notice to the other party and on receipt of such notice the provisions of section 4.5 shall apply to determine the Review. On determination of the Review the Expert's determination will be binding on the parties and the amended Root Carbon Compensation will then apply as from the Termination Date.

4.5 Where an expert is to be appointed under section 4.4 (the "Expert"), it shall be such person as the parties agree should complete the Review, or if they are unable to agree within ten Business Days, such person as is nominated by the President for the time being of the New Zealand Law Society or his/her nominee. The following provisions shall apply to the Expert and the Review:

- (a) Within five Business Days of the reference to the Expert the parties must each provide the Expert with a written submission and will have five further Business Days within which to make a further written submission. The Expert must then begin the Review promptly.

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- (b) The Expert may, at his or her discretion, also accept oral submissions from the parties and for these purposes shall give notice to each party of the place and time when he or she will conduct the enquiry (such time not to be more than ten Business Days after the reference of the dispute to the Expert).
- (c) Notwithstanding any of the parties failing to provide the Expert with written or oral submissions within the relevant time periods specified above, the Expert must begin the Review promptly and make his or her recommendations without being required to consider or take into account the views or later submissions of such party or parties.
- (d) The Expert is to act as an expert and not as an arbitrator. The Expert shall be required to consider and take into account:
- (i) the actual and/or intended replanting, silviculture and tending regime for the second rotation as set out by the Holder;
 - (ii) the written submissions of the parties;
 - (iii) the current industry best practice and knowledge at that time in regard to carbon modelling and forest management;
 - (iv) any changes to the ETS and requirements that places on the parties;
 - (v) any matters, science or financial modelling that the Expert considers relevant to the Review;
 - (vi) this Deed in its entirety.

The Expert may also:

- (vii) rely on his or her own knowledge, skill and experience in relation to Review;
 - (viii) make his or her own enquiries without reference to the parties; and
 - (ix) if he or she considers it appropriate to do so, take advice from other persons the Expert considers to have expertise in the area the subject of the Review.
- (e) The Expert may:
- (i) arrange to meet with the parties either together or alone to discuss the Review;
 - (ii) require the parties to provide such evidence as he considers necessary to determine the Review; and
 - (iii) establish procedures and a timetable for the conduct of the Review to the extent that those matters are not already laid down in these provisions.
- (f) Except where urgent determination is required and time does not permit, the Expert must give his or her determination as soon as practicable (but in any event within 30 Business Days of his receiving all submissions under sections (a) and (b) or within any further period that the parties agree on).
- (g) The Expert must give his or her determination in writing, with reasons.
- (h) The Expert may decide how the reasonable costs, fees and other expenses of the parties in relation to the determination are to be born. But if the Expert makes no decisions as to costs, the parties are to share them equally.

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- (i) The parties agree to be bound by the Expert's determination.
- (j) The parties and the Expert agree in relation to all information disclosed to them, or coming to their knowledge in the course of the determination (including communications between them):
 - (i) to keep that information confidential; and
 - (ii) not to use that information for any purpose other than settling the review.
- (k) During the Review the parties must continue to use their best endeavours to meet their respective obligations under this Deed as if no dispute had arisen.
- (l) The parties do not intend the Review procedure set out in this clause 4.5 to be a submission to arbitration, and they are not to be treated as such, except to the extent that the Arbitration Act 1996 provides otherwise.

5. Termination

- 5.1 Promptly following the Termination Date, whether or not any trees remain standing, the Holder will assume the position of Participant under the ETS by process of the transmission of interest in post-1989 forest land under the ETS.
- 5.2 It is intended that on reaching maturity all trees on the Forest Block will be harvested. However, in the event that the Holder seeks to surrender the Forestry Right prior to a full harvest of the Forest Block such that in aggregate 2% or more of the trees remain standing then, for all trees in a CAA which are older than 12 years of age, the Holder will surrender back and transfer to the Proprietor 35% of the Carbon Credits it has received in respect of such remaining standing trees.
- 5.3 On termination of this Deed, ownership in any remaining standing trees shall revert to the Proprietor and the Holder shall not be entitled to further participate in any timber or carbon revenues received in respect of the Forest Block.

SCHEDULE 3

Forest Block

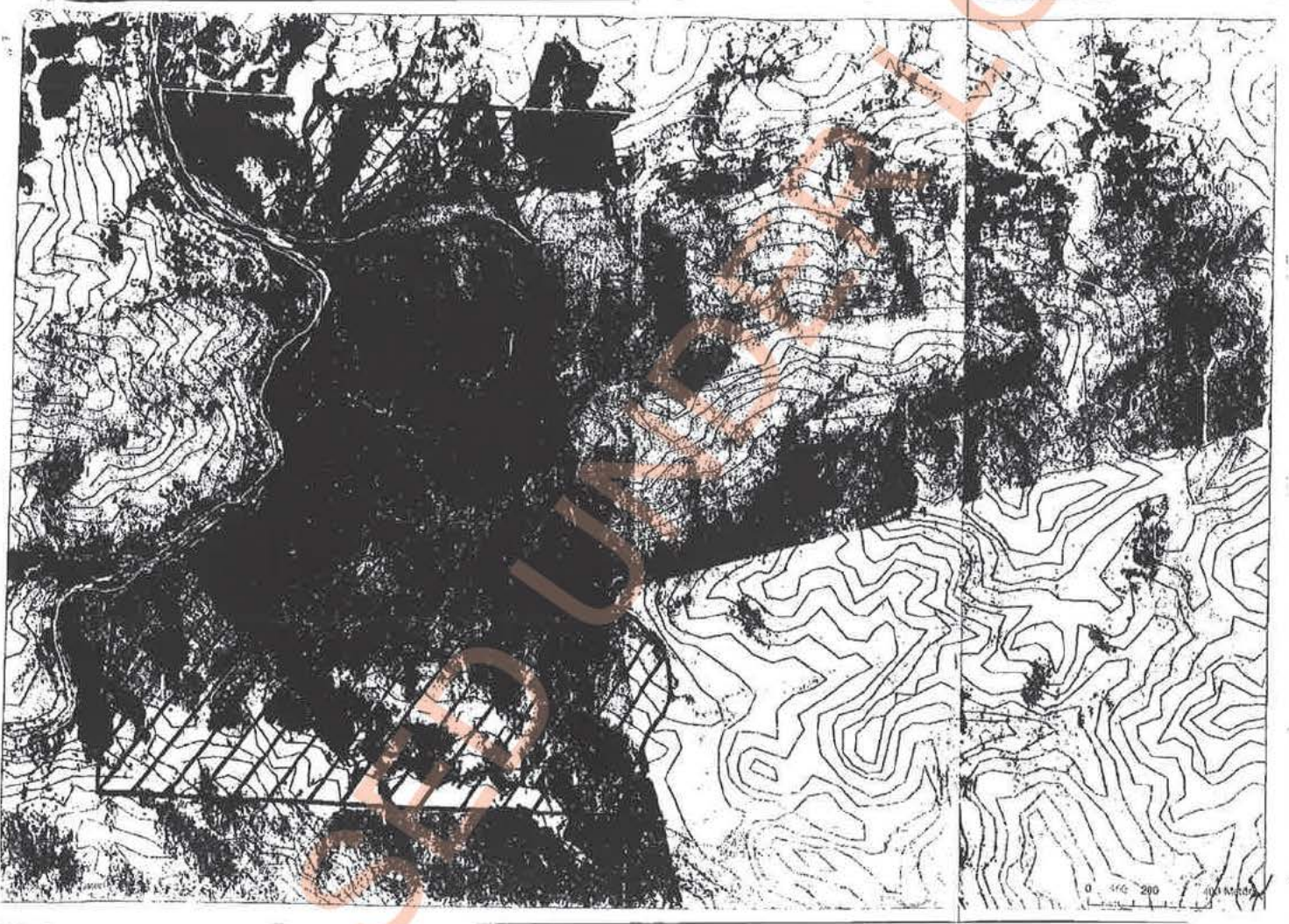
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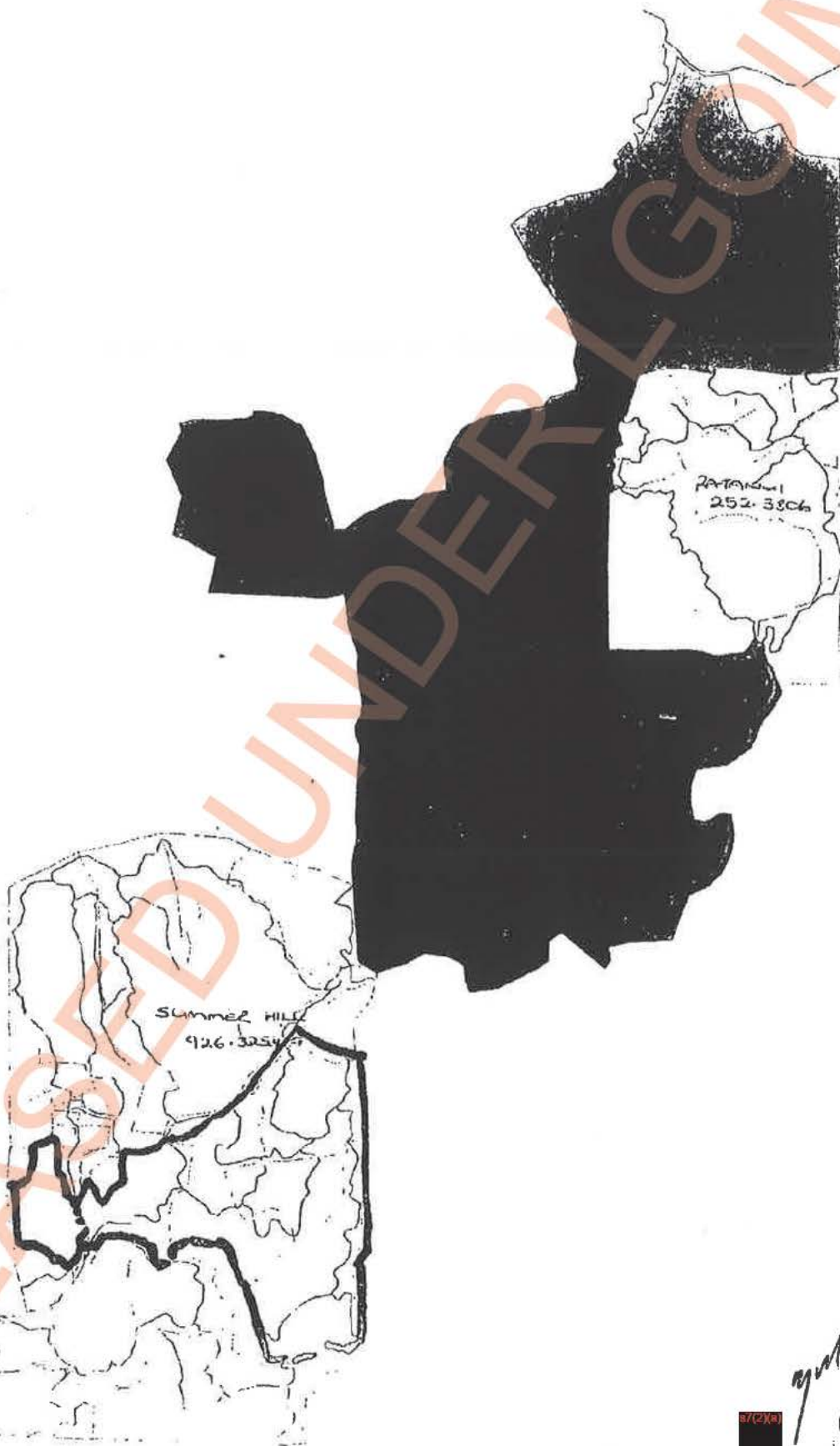
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Farm Map - Rocky Hills

As at 25/06/2004

KEY

- Brackenfield
- Rocky Hills
- Ratanaui
- Opunake
- Summer Hill



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s7(2)(a)

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SCHEDULE 4

Election Notice

From: [The Proprietor]

To: [The Holder]

Date:

Forestry Right granted by s7(2)(a) [redacted]
s7(2)(a) [redacted] in favour of Forestry NZ Limited with registered number
[] (the "Forestry Right")

1. We refer to the Forestry Right. This is an Election Notice.
2. We elect to receive payment in accordance with section 3.2 of Schedule 2 of the Forestry Right rather than the applicable Carbon Rental in respect of [insert relevant year(s)].
3. The account details to transfer the Units to are as follows:
Account Holder Name:
Holding Account Number:
4. This Election Notice is irrevocable.

Yours faithfully

Authorised signatory

Duncan Cotterill

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s7(2)(a) [redacted] *out*

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SCHEDULE 5

Surrender Notice

From: [The Holder]

To: [The Proprietor]

Date:

Forestry Right granted by s7(2)(a) [REDACTED]
s7(2)(a) [REDACTED] in favour of Forestry NZ Limited with registered number
[REDACTED] (the "Forestry Right")

1. We refer to the Forestry Right. This is a Surrender Notice.
2. We elect to surrender the Forestry Right in accordance with clause 6.2 of the Forestry Right with effect from [insert applicable surrender date].
3. This Surrender Notice is irrevocable.

Yours faithfully

Authorised signatory

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Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



Insert type of instrument
"Caveat", "Mortgage" etc

Forestry Right

Page 1 of 1 pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

THE NATIONAL BANK OF NEW ZEALAND LIMITED
(now known as ANZ NATIONAL BANK LIMITED)

Mortgagee under Mortgage No. 5255554.3

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section] of the [] Act []

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:
the registration of the within Forestry Right

Dated this 14 DEC 2010 day of 20

Attestation

ANIL SURESH CHANDRA

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

WITNESS: HEATHER BLACKLAWS
OCCUPATION: BANK OFFICER
ADDRESS: AUCKLAND

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **Anil Suresh Chandra** of **Auckland, New Zealand, Manager, Lending Services Centre** of ANZ National Bank Limited, certify -

1. That by deed dated **28 June 1996**, ANZ National Bank Limited of Wellington, New Zealand appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.



Signed at **Auckland** this day of 14 December 2010

Land Information New Zealand, Dealing Numbers:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



R. W. Muir
Registrar-General
of Land

Search Copy

Identifier **WN20A/807**
Land Registration District **Wellington**
Date Issued 20 September 1979

Prior References

WN362/258 WN5D/108

Estate Fee Simple
Area 468.6552 hectares more or less
Legal Description Section 286A Pahaoa District, Part 1-2
 Section 286 Pahaoa District, Part 1
 Section 287 Pahaoa District and Lot 1
 Deposited Plan 48891

Proprietors

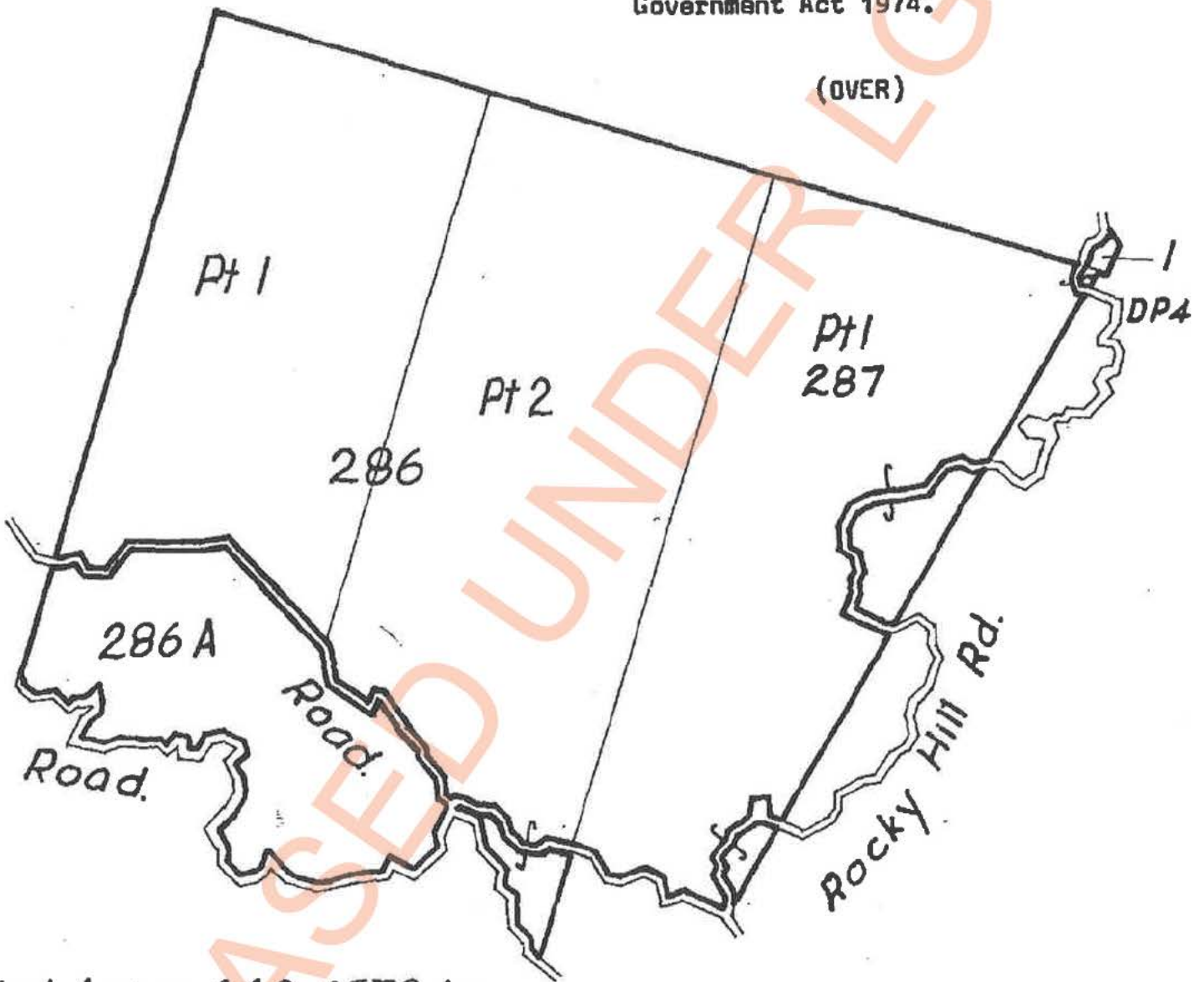
s7(2)(a) [Redacted]

Interests

- Subject to Section 308 (4)and (5) Local Government Act 1974
- Subject to a right of way over part marked A on DP 48891 specified in Easement Certificate 289404.2 (affects Lot 1 DP 48891)
- 5255554.5 Mortgage to The National Bank of New Zealand Limited - 17.6.2002 at 2:40 pm
- 8026812.1 Sustainable Forest Management Permit pursuant to Section 67M Forests Act 1949 Term 10 years commencing 15.12.2008 - 15.12.2008 at 9:00 am

1. Subject to Section 308(4) & (5) Local Government Act 1974.

(OVER)



Total Area: 468.6552 ha.

EASEMENT CERTIFICATE 289404.2

(IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein).

I, **s7(2)(a)** of Te Wharau near Masterton, Farmer

being the registered proprietor of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at **Wellington** on the **1979** day of **1979** under No. 48891 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO.

N.B. On no account should this margin be used

N.B. On no account should this margin be used

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	Allotment No. 1	A "Right of Way"	Balance Section 277 of Block XI Wainuioru Survey District	Balance 362/258
<p><i>Easement created by Transfer 289404.3 - 20/10/1979</i></p> <p style="text-align: right;"><i>ALR</i></p>				

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and powers:

N.B. On no account should this margin be used

N.B. On no account should this margin be used

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

s7(2)(a)

That the cost and expense of maintaining the Right of Way as a farm track for general farming purposes shall be borne ~~by the Grantor~~ by the registered proprietor or proprietors using and enjoying such Right of Way and if more than one in equal shares.

N.B. On no account should this margin be used

N.B. On no account should this margin be used

Dated this 25th day of August 1979.

Signed by the above-named

s7(2)(a)

[Handwritten signature]

s7(2)(a)

in the presence of

Witness *[Handwritten signature]*

Occupation *[Handwritten signature]*

Address *[Handwritten signature]*

EASEMENT CERTIFICATE

IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein.

Correct for purposes of the Land Transfer Act

RE: **s7(2)(a)**

[Signature]
(Solicitor for) the registered proprietor

N.B. On no account should this margin be used

N.B. On no account should this margin be used

Particulars entered in the Register as shown in the schedule of land herein on the date and at the time stamped below

[Signature]
District Land Registrar
Assistant
of the District of



Messrs Logan, Blathwayt & Co.,
Solicitors,
MASTERTON

SEP 20 1979

DISTRICT LAND REGISTRAR
WELLINGTON
N.Z.

[Handwritten signature]
362/258

2894042





**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



R. W. Muir
Registrar-General
of Land

Search Copy

Identifier WN31D/4
Land Registration District Wellington
Date Issued 10 November 1987

Prior References
WNE1/355

Estate Fee Simple
Area 534.9830 hectares more or less
Legal Description Section 330, Section 332 and Section
375-378 Pahaoa District and Lot 1
Deposited Plan 20659

Proprietors

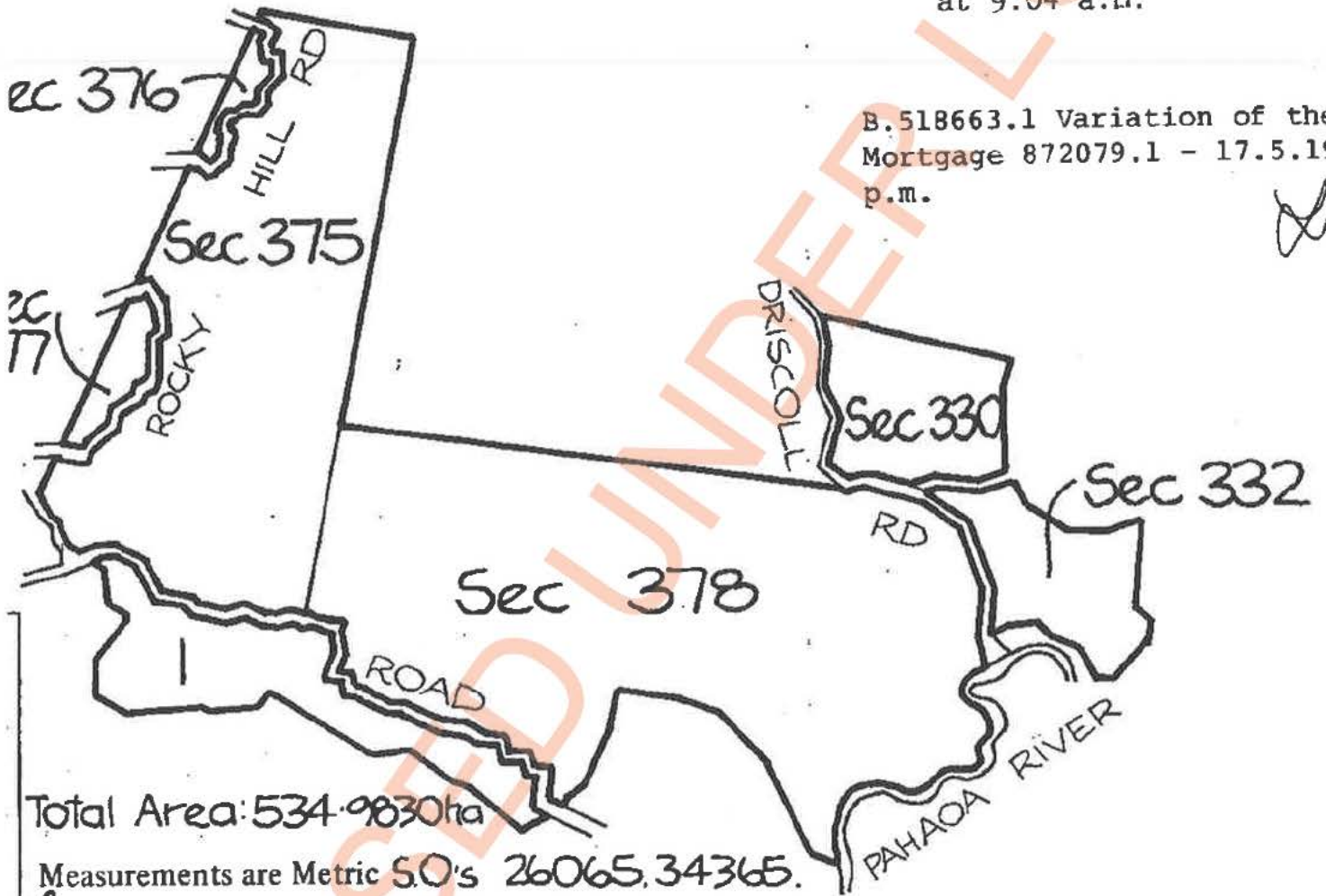
s7(2)(a) as to a 1/2 share
s7(2)(a) as to a 1/2 share

Interests

Appurtenant hereto is a right of way created by Transfer 660639
Subject to Section 5 Coal Mines Act 1979
Subject to Section 8 Mining Act 1971
872079.1 Mortgage to Rural Banking and Finance Corporation - 27.8.1987 at 9.04 am
B518663.1 Variation of Mortgage 872079.1 - 17.5.1996 at 3.30 pm
5257130.2 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Lowlands Forest (No 1) Limited, Lowlands Forest (No 2) Limited, Lowlands Forest (No 3) Limited, Lowlands Forest (No 4) Limited, Lowlands Forest (No 5) Limited, Lowlands Forest (No 6) Limited, Lowlands Forest (No 7) Limited, Lowlands Forest (No 8) Limited, Lowlands Forest (No 9) Limited, Lowlands Forest (No 10) Limited, Lowlands Forest (No 11) Limited, Lowlands Forest (No 12) Limited, Lowlands Forest (No 13) Limited, Lowlands Forest (No 14) Limited, Lowlands Forest (No 15) Limited, Lowlands Forest (No 16) Limited, Lowlands Forest (No 17) Limited, Lowlands Forest (No 18) Limited, Lowlands Forest (No 19) Limited, Lowlands Forest (No 20) Limited, Lowlands Forest (No 21) Limited, Lowlands Forest (No 22) Limited, Lowlands Forest (No 23) Limited, Lowlands Forest (No 24) Limited, Lowlands Forest (No 25) Limited, Lowlands Forest (No 26) Limited and Lowlands Forest (No 27) Limited Term 28 years from and inclusive of 1.10.2001 - 18.6.2002 at 3:35 pm

at 9.04 a.m.

B.518663.1 Variation of the
Mortgage 872079.1 - 17.5.19
p.m.



Total Area: 534.9830ha

Measurements are Metric 5.0's 26065,34365.

RELEASED UNDER LGOIMA



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



R. W. Muir
Registrar-General
of Land

Search Copy

Identifier 9245
Land Registration District Wellington
Date Issued 26 May 2003

Prior References

GNB455206.1 WN220/295 WND4/1070

Estate Fee Simple
Area 413.5091 hectares more or less
Legal Description Lot 1, 3, 5 Deposited Plan 302340
Purpose Forest Sanctuary

Proprietors

Her Majesty the Queen

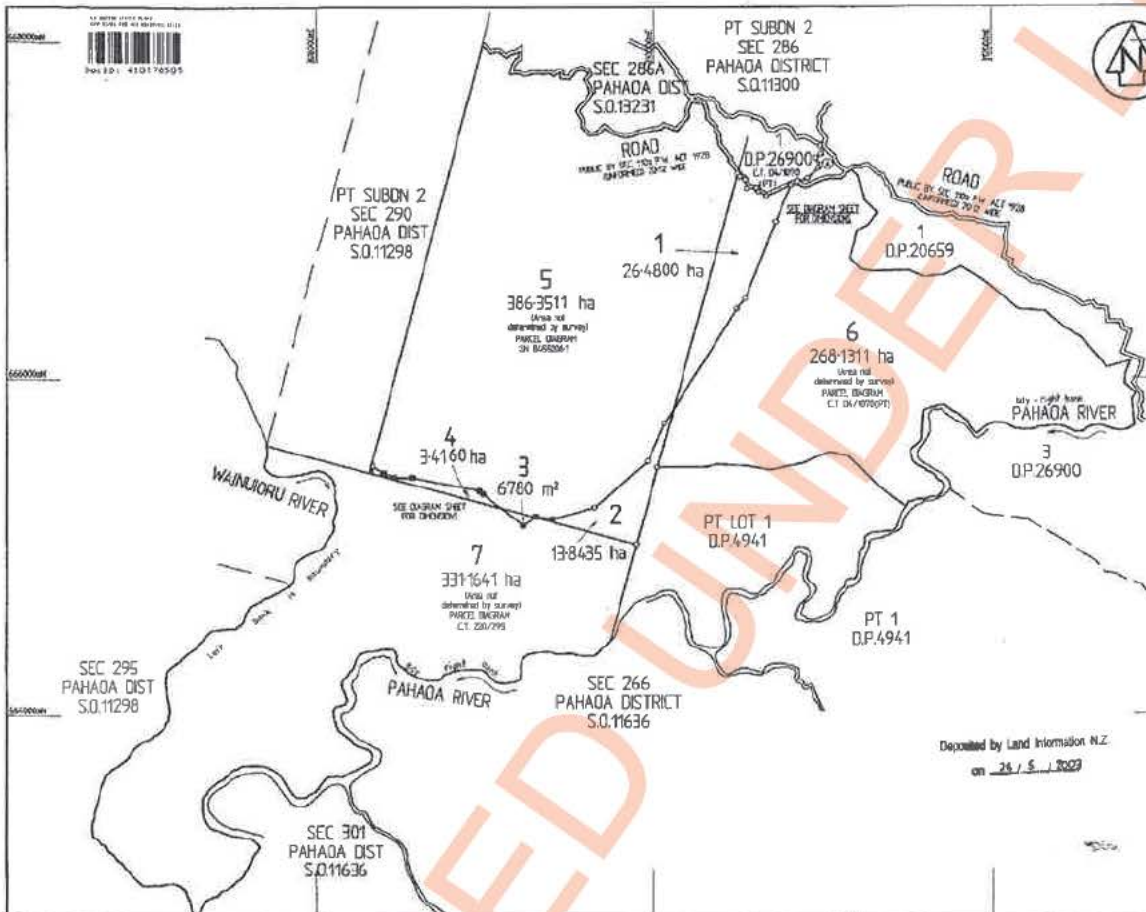
Interests

Appurtenant hereto is a right of way created by Transfer 5596490.2 - 22.5.2003 at 9:00 am (affects Lot 1 DP 302340)

Subject to Section 241(2) Resource Management Act 1991 (affects DP 302340)

Appurtenant hereto is a right of way created by Transfer 5600172.6 - 26.5.2003 at 9:00 am

RELEASED
GOMMA



Approved: *Philip Campbell* CHIEF SURVEYOR

Regional Practitioner

I hereby certify that this plan was approved by the Cartesian District Council pursuant to Section 223 of the Resource Management Act 1991, on the 20th day of May 2001, subject to the stipulations, conditions, and orders herein.

General Manager

I further certify that all of the conditions of the Cartesian District Council have been complied with in the execution of the Cartesian District Council. Done at the City of Wellington on the 20th day of May 2001.

General Manager

SCHEDULE OF EASEMENTS			
PROVIDOR	SCHEME	CLASS OF EASEMENT	DATE OF EASEMENT
Page of way	A	LOT 1 D.P.26900	Lots 1, 2 & 5

Amalgamation Conditions

That Lots 1 & 3, hereby be transferred to the owner of Lot 5 and Lot 2 & 4, hereby be transferred to the owner of Lot 7 and one certificate of title be issued in respect of Lots 2, 5 & 7. Ref: B835193.

NEW COT ALLOCATED

LOT 1 D.P.26900	LOT 2 D.P.26900
LOT 3 D.P.26900	LOT 4 D.P.26900
LOT 5 D.P.26900	LOT 6 D.P.26900
LOT 7 D.P.26900	LOT 8 D.P.26900

CLASS OF SURVEY

CLASS 1
LOT 1 - 7 CLASS 1 (PAPER/PLAN/DEED)

Total Area... 1030.0638 ha

Composed in... C.O.T. 10/70/DP/220095 B (S. 286)

Philip Campbell Address:

I, Philip Campbell, being a person entitled to practice as a registered surveyor, hereby certify that the survey to which this plan relates was carried out in accordance with the Survey Act 1980 and the Survey Regulations 1980. This document is, in my opinion, a true and correct representation of the survey to which this plan relates and I have signed it in accordance with the Act and these Regulations.

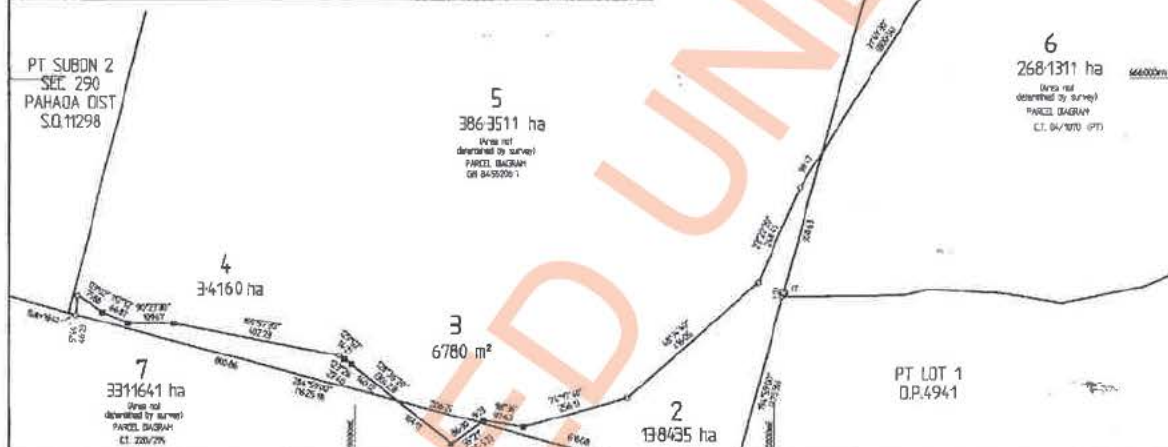
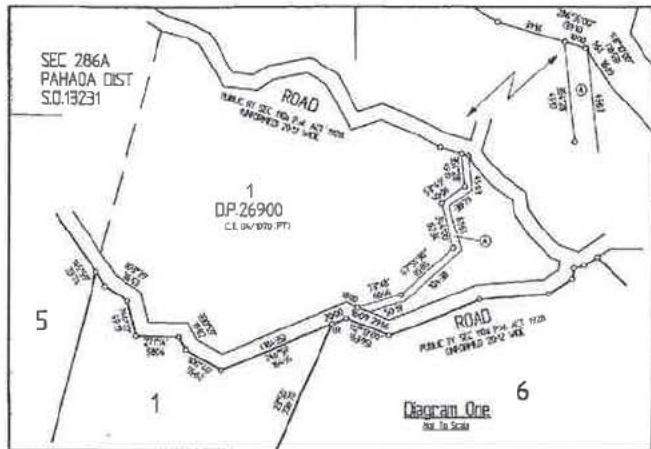
Field Book... p. 13-18, Reserve Book... p. 1-10
Reference Plans...
Controlled...
Approved as to Survey: *Philip Campbell* Chief Surveyor
31.05.2001
Deposited this... day of... 19...
Registrar-General of Land
DP 302340

LAND DISTRICT... WELLINGTON
SURVEY BLK. & DIST... X... WAINUIORUA
NZMS 261 SHT... RECORD MAP No

LOTS 1-7 BEING SUBDIVISION OF LOT 1 D.P.26900, SECTIONS 291 & 293 PAHĀOA DISTRICT & EASEMENT OVER LOT 1 D.P.26900

TERRITORIAL AUTHORITY CARTERTON DISTRICT
Surveyed by... ADAMSON LAND SURVEYORS
Scale 1:5000 Date 10 MAY 2001

GOIMA



LAND DISTRICT.....WELLINGTON
 SURVEY BLK. & DIST.X. WAIKURU
 NZMS 261 SH.RECORD MAP No

DIAGRAM SHEET

TERRITORIAL AUTHORITY.....CARTERTON DISTRICT
 Surveyed by.....ADAMSON LAND SURVEYORS
 Scale.....SCALE 1:2000 Date.....11 MAY 2001

Appends

See sheet 1 for details.

Registered by Land Information NZ
 on 26 / 5 / 2003

Total Area.....

Comprised in.....

Philip Campbell Adamson
 I, the undersigned, being a person entitled to practice as a registered surveyor, certify and attest the accuracy of the above stated area, contents, and more particularly of the boundaries of the parcels of land shown on the Survey and Plan and the Survey Plan and Plan.

In this behalf I am duly qualified and have been created in accordance with the Act and Oath of Office.

Signature.....
 Date.....

Field Book No. p. 43 of 11. Source Book.....
 Reference Plans.....
 Enclosed.....

Approved as to Survey
 3.12.2001 Deputy Chief Surveyor

Deposited this day of 19

Registrar General of Land
 DP 302340

RELEASED UNDER

TRANSFER
Land Transfer Act 1952



If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

WELLINGTON

Certificate of Title No.

E1/380

All or Part? Area and legal description – *Insert only when part or Stratum, CT*

All

E 5596490.2 Grant of Ea:
Cpy - 01/01, Pgs - 004, 22/06/03, 07:39
DocID: 410715688

Transferor *Sumames must be underlined or in CAPITALS*

s7(2)(a)

Transferee *Sumames must be underlined or in CAPITALS*

s7(2)(a) and s7(2)(a)

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.*

Right of way (continued on pages 2 to 3 Annexure Schedule)

Consideration

\$1.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 1st day of November 2002

Attestation

s7(2)(a)

DIRECTOR

s7(2)(a)

DIRECTOR

Signature, or common seal of Transferor

Signed in my presence by the Transferor
Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name Carol Patricia Keys
Occupation Secretary
Address Auckland

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Transferee

Annexure Schedule

TRANSFER

Dated

Page

2

of

3

Pages



Continuation of "Estate or Interest or Easement to be created"

DEFINITIONS

1. In this transfer unless the context otherwise requires:
 - 1.1 the "servient land" is the land owned by the Transferor described on page 1;
 - 1.2 the "dominant land" is the land owned by the Transferee and contained in certificate of title D4/1070; and
 - 1.3 the "right of way" is the easement right described in section 2.

RIGHT OF WAY

2. The Transferor grants to the Transferee the right for the Transferee, its tenants, agents, workmen, licensees and invitees (in common with the Transferor, its tenants and any other persons lawfully entitled so to do) at all times to pass and repass on foot or with vehicles and with or without every kind of domestic animal, machine, equipment and implement over and along that part of the servient land marked A, B and C on deposited plan 210303 for all purposes connected with the use and enjoyment of the dominant land but not for any other purpose.

GENERAL COVENANTS

3. The grant of the right of way is forever appurtenant to each and every part of the dominant land.
4. No power is implied for the Transferor to terminate the right of way for breach of any provision in this transfer by the Transferee or for any other cause, it being the parties' intention that the right of way will continue forever unless surrendered.

DEFAULT

5. If either party fails ("defaulting party") to perform or join with the other party ("other party") in performing any obligation under this transfer, the following provisions will apply:
 - 5.1 the other party may serve a written notice on the defaulting party ("default notice") specifying the default and requiring the defaulting party to perform or to join in performing the obligation and stating that, after the expiry of one month from service of the default notice, the other party may perform the obligation;
 - 5.2 if after the expiry of one month from service of the default notice, the defaulting party has not performed or joined in performing the obligation, the other party may:
 - (a) perform the obligation; and
 - (b) for that purpose enter on to the dominant land or the servient land;
 - 5.3 the defaulting party must pay to the other party the costs of the default notice and the other party's costs in performing the defaulting party's obligation within one month of receiving written notice of the other party's costs; and
 - 5.4 the other party may recover any money payable under section 5.3 from the defaulting party as a liquidated debt.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

s7(2)(a)

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated []

Page 3 of 3 Pages

DISPUTES

6. If any dispute arises between the Transferor and Transferee concerning the rights created by this transfer, the parties will enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within one month of the date on which the parties begin their negotiations, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties. If an arbitrator cannot be agreed on within 14 days, then the parties must submit to the arbitration of an independent arbitrator appointed by the President for the time being of the District Law Society in which the servient land is situated. Such arbitration will be determined under the Arbitration Act 1996 and its amendments or any enactment passed in substitution. The parties' execution of this transfer will be deemed a submission to arbitration.

Continuation of "Attestation"

Signed in my presence by the Transferee
s7(2)(a)

s7(2)(a)

Signature of Transferee

Signature of Witness

Witness name Mr Leonardus Petrus Lommen

Occupation Civil law notary

Address Nieuwstraat 55, Gennep, Netherlands

Notary public



Signed in my presence by the Transferee
s7(2)(a)

s7(2)(a)

Signature of Transferee

Signature of Witness

Witness name Mr Leonardus Petrus Lommen

Occupation Civil law notary

Address Nieuwstraat 55, Gennep, Netherlands

Notary public



If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

s7(2)(a)

Approved by Registrar-General
of Land under No. 1995/1004EF.



TRANSFER

Land Transfer Act 1952

Law Firm Acting

Simpson Grierson
Solicitors
PO Box 2402
WELLINGTON
(D Stace)

Auckland District Law Society
REF: 4135 /2

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

TRANSFER
Land Transfer Act 1952

E 5600172.6 Grant of Ea:

Cpy - 01/01, Pgs - 004, 11/06/03, 11:23



DocID: 410722491

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

Wellington

Certificate of Title No. All or Part? Area and legal description - *Insert only when part or Stratum, CT*

All

Transferor Surnames must be underlined

s7(2)(a)

(called the Grantor)

Transferee Surnames must be underlined

Her Majesty the Queen for the purpose of the Conservation Act 1987
(called the Grantee)

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.*

Right of Way over Part Lot 1 D.P. 26900 as marked 'A' on D.P. 302340
(called the easement area), (continued on the Annexure Schedule)

Consideration

\$0.10

Operative Clause

The TRANSFEROR for the above consideration (receipt of which is acknowledged) TRANSFERS to the TRANSFEE the estate or interest described above in the land in the above certificate(s) of title and if an easement is described above such is granted or created.

Dated this 24th day of May 2002

Attestation

s7(2)(a)

Signed in my presence by the Transferor
Signature of Witness

Witness to complete in **BLOCK** letters below
(unless typewritten or legibly stamped)

Witness name Mr. L.P. Lommen
Occupation Civil Law Notary

Address Nieuwstraat 55 - 6591 Cy Gennepe (Antwerp -lands)



Signature(s), or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Transferee

Approved by the Registrar-General of Land, No. 1995/1002

Transfer

Land Transfer Act 1952

Law Firm Acting

LT-320 4/2000 Avon Publishing Ltd, Auckland

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(except for "Law Firm Acting")

Approved by the Registrar-General of Land, No. 1995/1002
Annexure Schedule

Transfer dated 24 May 2002 page 1 of 1 pages

Estate or Interest continued


to be forever appurtenant to the land in Certificate of Title (Wellington Registry) TOGETHER WITH THIS FOLLOWING RIGHTS AND POWERS

- (a) The right for the Grantee, her staff and contractors to pass over the Easement Area at all times with or without vehicles, machinery, other implements and dogs, and for the general public to so pass on foot (with or without firearms or dogs where permits for the same have been issued by the Grantor)

AND the Grantor and Grantee covenant and agree as follows:

1. The Grantee is not responsible for any costs in forming, maintaining or repairing the Easement Area except where such repair or maintenance is required as a result of acts of the Grantor her staff or contractors.
2. *Incidental to the above Right of Way, the*
The Grantee may erect signs on the Easement Area.
3. Any dispute or difference arising between the parties concerning this easement shall be referred to arbitration in accordance with the Arbitration Act 1996.

SIGNED on behalf of Her Majesty the Queen by ALLAN ROSS, Conservator, Department of Conservation, acting under a delegation from the Minister of Conservation dated 29-10-97 under S. 53 of the Conservation Act 1987 in the presence of



Goffrey Philip Hulsart
Name

Solicitor
Occupation

Norfolk
Address

If this Annexure Schedule is used as an expansion of the instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here

A K s7(2)(a) s7(2)(a) s7(2)(a)



Department of Conservation
Te Papa Atawhai

Registrar-General of Lands
Land Information New Zealand
WELLINGTON

FEE EXEMPTION

I am the Conservancy Solicitor servicing the East Coast Hawkes Bay, Wanganui, and Wellington Conservancies, of the Department of Conservation.

For the purposes of the Land Transfer Regulations 1966 I certify that any fee charged on the attached instrument(s) would be payable directly or indirectly from the Crown Bank Account.

For that reason the within instrument(s) attract no fee.

A handwritten signature in black ink, appearing to read 'G. Hulbert'.

Geoff P Hulbert
Conservancy Solicitor



SOUTH WAIRARAPA AND CARTERTON DISTRICT COUNCILS

APPLICATION FOR RESOURCE CONSENT UNDER SECTION 88 OF RESOURCE MANAGEMENT ACT 1991

Application No: 160035 (SWDC) & 160010 (CDC)

Consent Type: Subdivision

Applicant: s7(2)(a)

Proposal: 4 Lot Rural Subdivision

Location: 357 Summerhill Road, Martinborough

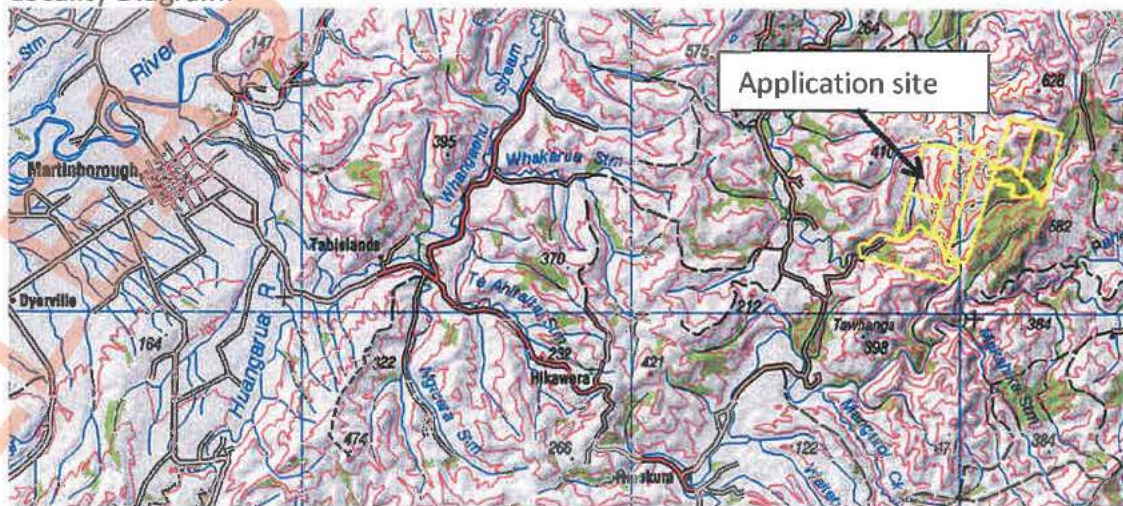
Legal Description: Part Subdivision 1 and 2 Section 286 Pahaoa District, Part Subdivision 1 and 2 Section 290 Pahaoa District, Section 286A Pahaoa District.

Zone: Rural (Primary Production) Zone and Rural (Conservation Management) - Wairarapa Combined District Plan 2011

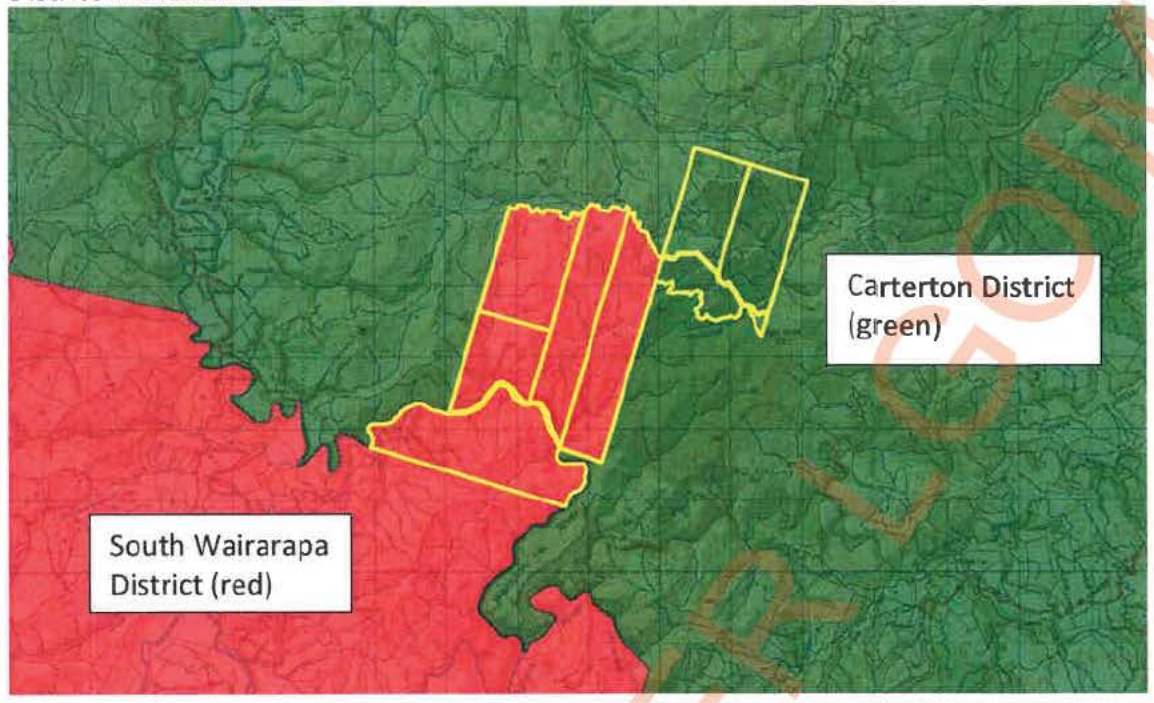
Activity Status: **Wairarapa Combined District Plan**
Restricted Discretionary Activity – Rule 20.1.3(b) for a subdivision that does not meet the Controlled Activity access standards (20.1.2(c) and (d)).

The application is therefore a Restricted Discretionary Activity.

Locality Diagram:

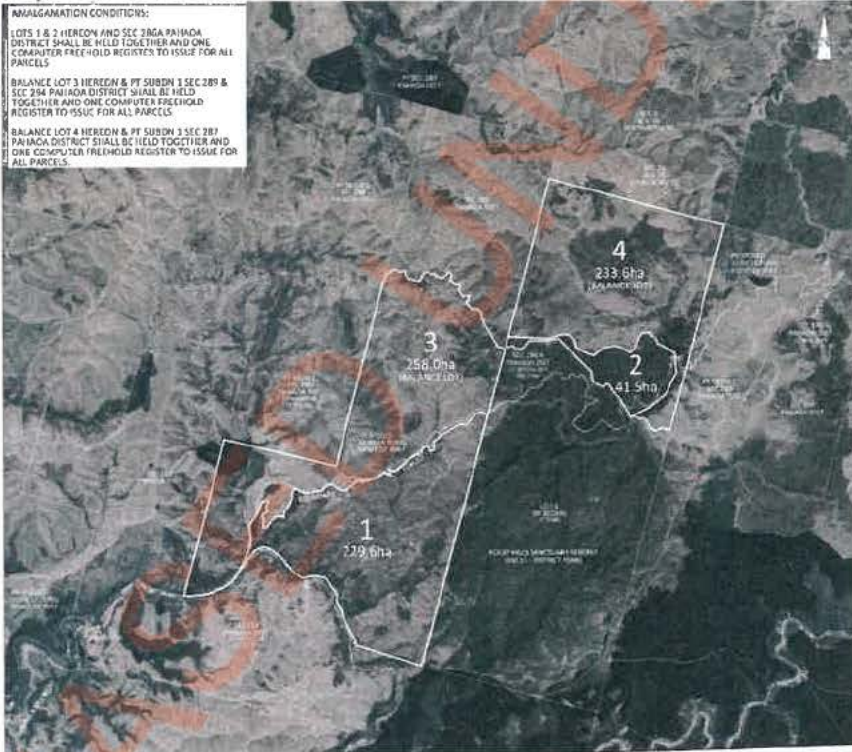


District Boundaries:



Proposed Subdivision:

AMALGAMATION CONDITIONS:
 LOTS 1 & 2 HEREDIEN AND SEC 286A PANAHA DISTRICT SHALL BE HELD TOGETHER AND ONE COMPUTER FREEHOLD REGISTER TO ISSUE FOR ALL PARCELS
 BALANCE LOT 3 HEREDIEN & PT SBDN 1 SEC 285 & SEC 284 PANAHA DISTRICT SHALL BE HELD TOGETHER AND ONE COMPUTER FREEHOLD REGISTER TO ISSUE FOR ALL PARCELS
 BALANCE LOT 4 HEREDIEN & PT SBDN 1 SEC 287 & PANAHA DISTRICT SHALL BE HELD TOGETHER AND ONE COMPUTER FREEHOLD REGISTER TO ISSUE FOR ALL PARCELS



A 31-1-16 LOTS 1 & 2 300/DA/4 A, 1/4/20

DRAFT PLAN
 Not yet approved by the Carterton District Council

Project:
 LOTS 1-4 BEING PROPOSED SUBDIVISION OF PT SBDN 2 SEC 285, PT SBDN 1 SEC 280, PT SBDN 2 SEC 286 PANAHA DISTRICT AND EASEMENTS OVER SECS 284, 286A, 376 & PT SBDN 1 SEC 280 PANAHA DISTRICT AND LOTS 3 DP 302340

Site:
 C1 Reference: 09/01/01 WAIKAREMO, 345 & 00/11/01
 Local Authority: CARTERTON & SOUTH WAIRARAPA
 Physical Address: SUMNER HILL ROAD, RURALVALE
 Client: TBC

Disclaimer / Legal:
 This Scheme Plan has been prepared for the purpose of gaining Resource Consent pursuant to Section 85 of the Resource Management Act 1991. Adamson Shaw accepts no responsibility for its use for any other purpose. The areas and dimensions shown on this Scheme Plan are subject to Final Land Transfer Survey.

AdamsonShaw
 SURVEYING | PLANNING | LAND DEVELOPMENT

211 Ouse Street P O Box 2008
 Masterton 5101 Fax 06 378 2008
 www.adamsonshaw.co.nz

Date: 12-02-16 Scale: 1:25,000
 Project No: 1614 Drawing No: SC-01 Revision: A

1.0 APPLICATION

The site is a large rural property located at the end of Summer Hill Road extending in a northwest direction towards Rocky Hills Road. The site is located within the South Wairarapa and the Carterton Districts. The applicants have made an application to both the South Wairarapa and Carterton District Councils and it has been agreed that the South Wairarapa will prepare the s42A report.

The site adjoins and proposes a right of way over the Rocky Hills Department of Conservation reserve.

It is proposed to subdivide the site into four allotments. The following amalgamations are proposed.

- Lots 1 and 2 will be amalgamated with Section 286 A Pahaoa District
- Lot 3 will be amalgamated with Part Subdivision 1 Section 289 and Section 294 Pahaoa District
- Lot 4 will be amalgamated with Part Subdivision 1 Section 287 Pahaoa District

The proposal involves land within two certificates of title and, with the proposed amalgamations in place, one additional certificate of title will be created.

A right of way is proposed to run from Summer Hill Road to Rocky Hill Road, one end of the site to the other. This right of way runs through two land parcels outside of the certificates of title containing the application site, the DOC reserve (Lot 5 DP 302340) and Section 376 Pahaoa. Part of this access is within the Wainuioru River. Any parts of the access that fall outside of the application site or Wainuioru River are required to be covered by additional rights of way.

This proposed right of way is over an existing track. It is not proposed to be upgraded to a formation that would meet the District Plan's right of way standards.

2.0 S95A – 95F NOTIFICATION ANALYSIS AND DETERMINATION

2.1 Public Notification

Section 95A(2)(a) of the Resource Management Act 1991 (the Act) states a consent authority must publicly notify an application if the activity will have or is likely to have adverse effects on the environment that are more than minor, the applicant requests notification or a Rule or National Environmental Standard (NES) requires notification. However, under Section 95D(c), an adverse effect of the activity that does not relate to a matter for which a rule or national environmental standard reserves control or restricts discretion must be disregarded. Also under Section 95D(a) any effects on people within the site or adjacent to it are not to be considered for the purposes of public notification.

It was decided not to publicly notify the application for the following reasons:

The proposed allotments are all well above the minimum lot sizes in the rural zone and therefore in terms of development density, the proposal is an anticipated outcome of the District Plan.

The effects of the proposed right of way non-compliance are not considered to extend beyond the site and the sites which the right of way is over.

Therefore the effects on any parties beyond adjacent land owners are considered to be no more than minor and public notification is not required under section 95D.

2.2 Limited Notification

If public notification is not required, the Council must then determine whether there are any affected persons that would warrant limited notification under Section 95B(1).

Under Section 95(E) of the Act, Council must consider a person to be affected if the activity's adverse effects on that person are minor or more than minor unless an activity with that effect is permitted by a Rule or NES, the effect is not within the matters of control or discretion (as applicable to Controlled and Restricted Discretionary Activities) or that person has given written approval to the proposed activity.

The proposed subdivision meets all but the access requirements of the District Plan. The formation of the rights of way access is proposed to remain as a farm tracks.

A right of way is proposed over existing tracks within the adjoining farm parcel; Section 376 Pahaoa District, CT-WN31D/4 and the Rocky Hills Forest Sanctuary; Lot 5 DP 302340, CT-9245. The proposed right of way formation would affect only the owners of lots that it serves or runs through. The consent of the owners of the land that the right of way runs through will be required prior to registering the right of way. These parties are therefore considered to be part of the proposal.

The proposed access formation is considered to be "fit for purpose" and typical of extensive primary production operations.

The potential effects on adjacent properties are considered to be less than minor.

2.3 Special Circumstances

Section 95A (4) of the Act, requires consideration of whether there are any special circumstances which would warrant the notification of this proposal, or serving of notice. No special circumstances have been identified that would warrant the notification of the proposal.

3.0 S104 ASSESSMENT

The relevant statutory provisions that were considered are the Resource Management Act 1991, the Regional Policy Statement and the Wairarapa Combined District Plan.

3.1 Wellington Regional Policy Statement (RPS)

Objective 22 of the RPS seeks a well-designed and sustainable regional form. Policy 56 seeks to manage development in rural areas by considering whether:

- (a) the proposal will result in a loss of productive capability of the rural area, including cumulative impacts that would reduce the potential for food and other primary production and reverse sensitivity issues for existing production activities, including extraction and distribution of aggregate minerals;
- (b) the proposal will reduce aesthetic and open space values in rural areas between and around settlements;

The subdivision proposes to rearrange existing boundaries within a large rural land area. This will facilitate separate ownership of specific areas of the applicants land.

All of the proposed lots would meet the minimum standard provided for in the District Plan. Thus the open space values of the rural area is retained.

3.2 Wairarapa Combined District Plan

The Wairarapa Combined District Plan became operative on 25 May 2011.

The relevant assessment criteria are contained in Section 22 of the District Plan and the relevant objectives and policies of the District Plan are:

- Objectives 4.3.1, 4.3.4
- Policies 4.3.2(d), 4.3.2(e), 4.3.5(a)

3.3 District Plan Analysis

At 4.4 the District Plan lists anticipated environmental outcomes for the rural zone. The following are considered relevant;

4.4(a) Protection of primary production as a principal land use and economic driver in the Wairarapa.

4.4(b) The efficient use of Rural Zone resources through a diversity of land use and economic activities.

4.4(c) Diverse activities in the Rural Zone that are compatible with the rural environment in scale, amenity and character.

At 18.4 the District Plan lists anticipated environmental outcomes for subdivision, land development and urban growth. The following is considered relevant;

18.4(a) Allotments are of a size form and pattern for land uses that are compatible with the values, character and qualities of the immediate environment.

Overall, this large lot rural subdivision is considered to be an anticipated outcome in the rural zone and to meet the relevant objectives and policies of the District Plan;

- the amenity values sought in Objective 4.3.1 and Policies 4.3.2(d) and (e) will be maintained.
- the productive potential of the rural zone will be maintained in line with Objective 4.3.4 and Policy 4.3.5.

In addition to Rural (Primary Production), parts of the site are zoned Rural (Conservation Management). This Rural (Conservation Management) zone aligns with areas of indigenous forest adjoining the Rocky Hills Forest Reserve. This area is Department of Conservation Recommended Area for Protection (RAP) 34 – Rocky Hills Extension but not a Significant Natural Area.

Rural Policy 4.3.2(b) seeks to “Identify areas within the Rural Zone where the predominant land use is conservation management, and which are primarily managed by public agencies – Rural (Conservation) Zone”.

There are two standards in the District Plan relating to the Rural (Conservation) Zone;

- Rural Zone permitted standard 4.5.2(l) – Conservation Management
(i) In the Rural (Conservation) Zone, any activity, undertaken for the use and management of land for conservation and recreation purposes, including the construction of associated structures and earthworks, is in accordance with section 4(3) of the Resource Management Act 1991.
- Subdivision controlled standard 20.1.2(b) Table
(iii) Rural (Conservation Management) - Each lot shall comply with all District-wide Rules.

Based on reference to section 4(3) of the RMA (Act to Bind the Crown), the District Plan does not anticipate land zoned Rural (Conservation Management) to be in private ownership.

There are no recorded archaeological features within the site. The South Wairarapa Maori Standing Committee has viewed the proposal and raised no objections.

The proposed subdivision meets the minimum area and dimension requirements of the District Plan. The proposed access, being farm tracks, does not meet the District Plan’s access standards (rule 21.1.2(c)).

The application should therefore be considered as a restricted discretionary activity under rule 20.1.3(b).

At 20.1.3(b) the District Plan restricts discretion to the following matters;

- (i) Development and site characteristics;*
- (ii) Design, location and construction of vehicle crossings, entranceways, access and roads;*
- (iii) Availability of alternative private or public access, parking or loading areas;*
- (iv) Design, layout, number and standard of parking and loading areas;*
- (v) Financial contributions.*

The subdivision will create large farm lots and will provide rights of way over established farm tracks. The proposed access, parking and loading areas are considered fit for the primary production purpose and acceptable in this circumstance. The site can cater for all parking and loading requirements required for primary production activities within the site. No alternative private or public access, parking or loading areas are required.

Council’s Roading Manager has viewed the proposal and noted that the right of way easement should reflect its “agricultural” use. A condition of consent requiring this intended agricultural use to be stated in the right of way easement documents will ensure that the access standard is clear to users.

Therefore, the matters which the District Plan restricts discretion to in 20.1.3(b) are considered to be addressed.

The District Plan contains provisions around indigenous vegetation (permitted standards 21.1.6). Future owners of the site would need to comply with these standards or seek resource consent.

The Wainuioru River, which adjoins Lot 1 is not listed as a significant waterbody in Appendix 1.9 of the District Plan. Therefore an esplanade reserve is not a requirement under the District Plan.

One Section 23 (Financial Contributions) sets out the infrastructure, reserve fund and roading contributions that can be imposed. These contributions are to offset the additional pressure on the environment and community resources.

Once the allotments are amalgamated as proposed, this subdivision will create one additional certificate of title. Therefore one roading and reserve fund contribution will be levied as a condition of consent.

It is considered that the proposal would maintain the integrity of the objectives and policies of the District Plan for the reasons given above.

There are no other matters considered relevant to the assessment of this proposal.

4.0 CONCLUSION

It is considered the proposal will have no more than minor adverse effects on the environment, no parties are considered to be adversely affected, and that it is consistent with the relevant objectives, policies and assessment criteria of the Wairarapa Combined District Plan.

5.0 DECISION

That the South Wairarapa District Council and Carterton District Council hereby grant subdivision consent, to application no. 160035 pursuant to Section 104C of the Resource Management Act 1991, subject to the following conditions:

CONDITIONS

That;

Standard Conditions

1. Except as amended by the conditions below, the subdivision shall proceed in accord with the Scheme Plan prepared by AdamsonShaw Ltd titled "Lots 1-4 being proposed subdivision of Pt Sbdn 2 Sec 289, Pt Sbdn 1 Sec 290, Pt Sbdn 2 Sec 286 Pahaoa District and easements over Secs 294, 286A & Pt Sec 286 Pahaoa District and Lot 5 DP 302340", plan ref 1614 SC-01 Rev A (dated 12-2-16) and information submitted as part of the application.

2. The consent holder shall pay all costs incurred by the Council in respect of the approval and/or Certification of the Survey Plan (S223) and the completion of conditions (S221 and S224(c)) for the subdivision and in the perusal, preparation, execution and registration of any related document(s).

Amalgamation Condition/Covenant Against Transfer of Allotments

3. Pursuant to Section 220 of the Resource Management Act and the requirements of the District Land Registrar, the following amalgamation condition shall be shown on the survey plan prior to s223 approval:

That Lots 1 and 2 hereon and Sec 286A Pahaoa District shall be held together and one computer freehold register to issue for all parcels. See CSN 1378690.

Lot 3 hereon and Pt Subdn 1 Sec 289 and Sec 294 Pahaoa District shall be held together and one computer freehold register to issue for all parcels. See CSN 1378690.

Lot 4 hereon and Pt Subdn 1 Sec 287 Pahaoa District shall be held together and one computer freehold register to issue for all parcels. See CSN 1378690.

Easements

4. Right-of-way easements shown on the Scheme Plan providing access to all lots shall be shown in a Memorandum of Easements endorsed on the survey plan. Pursuant to Section 297(2)(a) of the Property Law Act 2007, the easement instrument shall state that the right of way is intended for agricultural purposes and not for residential vehicles, or words to that effect. A plan showing the position of the existing access formation between Summer Hill Road and Lot 3 in relation to boundary positions shall be shown on a plan submitted at time of s223 application.
5. The Section 223 approval shall be subject to the granting or reserving of the easement(s) set out in the Memorandum hereon.
6. The consent holder shall register appropriate easements over all existing and proposed public and private services and/or service lines at their own cost and these shall be **shown on the survey plan** prior to s223 approval.
7. Any easements in respect of which the land is the dominant tenement that would become redundant as a result of the subdivision, may be extinguished, or be extinguished in relation to any specified allotment or allotments, with a table of easements to be extinguished being included with the survey plan.

Financial Contributions

8. The following contributions are paid:

Reserve fund contribution of 2.0% plus GST of the market land value of the land within Lots 1, 2 and Section 286 A Pahaoa District assessed by independent valuation.

Roading contribution of 3.0% plus GST of the market value of the land within Lots 1, 2 and Section 286 A Pahaoa District assessed by independent valuation.

NB: The consent holder must provide the valuation at no cost to Council. The valuation shall state whether it is GST exclusive or inclusive. The valuation shall be determined based on the approved s223 survey plan and the valuation must not be any older than 3 months at time of application for s224 Certificate.

NB: The maximum amount of total combined contribution for reserves and roading in the Rural Zone shall be \$7,500 (plus GST) per allotment created by a subdivision.

The consent holder may advise Council that they wish to have the contributions assessed at the maximum amount and this would avoid the need to obtain a valuation.

Maori Heritage

9. If Taonga (treasure or prized possession, including a natural resource, having tangible or intangible value) is discovered on site, work shall cease immediately and the consent holder shall notify Heritage New Zealand, South Wairarapa District Council, Rangitaane O Wairarapa Iwi Authority and Ngati Kahungunu ki Wairarapa.

Work on the site shall not recommence until an inspection is carried out by Iwi representatives, Council and Heritage New Zealand, and all appropriate actions to remove the Taonga and record the site are completed, and written approval to recommence work is given by the Council.

10. If during construction activities, any Koiwi (skeletal remains) or similar material is discovered on site, work shall cease immediately and the consent holder shall notify the New Zealand Police, Heritage New Zealand, South Wairarapa District Council, Rangitaane O Wairarapa Iwi Authority and Ngati Kahungunu ki Wairarapa.

Work on site shall not recommence until an inspection is carried out by Iwi representatives, Council, Heritage New Zealand and the New Zealand Police and all appropriate actions to remove the Koiwi and appropriate ceremonies have been conducted by Iwi are completed and written approval to recommence work is given by the Council.

Notes:

1. This resource consent will lapse if not given effect to in accordance with Sections 125, 223 and 224 of the Resource Management Act 1991.

2. All conditions must be complied with before a s224c Resource Management Act Certificate will be issued. The application for s224c Certification must list each condition of consent and advise when the condition was complied with. Where relevant, the name of the person(s) who completed the physical works and their certification of those works shall be provided.
3. Any work on buildings and private drainage (including on site wastewater systems and remedial work) may require a building consent.
4. Dwellings should have at least 30,000 litres of potable water storage or access to an equivalent potable water source (e.g. bore water). The New Zealand Fire Service recommends that water storage and delivery systems be installed in accordance with the Code of Practice for Fire Fighting Water Supplies, SNZ PAS 4509:2003. The Fire Service advises that often the best method to achieve compliance with SNZ PAS 4509:2003 is through the installation of a home sprinkler system in accordance with Fire Systems for Houses NZS 4517:2003, in each new dwelling.

This information should be passed on to future owners of the individual lots within the subdivision. The NZFS have qualified staff, experienced in this area, and would be happy to assist and/or advise.

5. **The District Plan has rules relating to “indigenous vegetation and habitats”. The owners of the lots in this subdivision should make themselves aware of these provisions.**

The Council grants the Consent for the following reasons:

- i) The effects of the proposal, with the conditions imposed, are considered to be no more than minor.
- ii) The proposal is in accordance with the objectives and policies of the Wairarapa Combined District Plan, and with the purpose of the Act.
- iii) No parties are considered to be adversely affected by the proposal.

Prepared by:



Russell Hooper

Resource Management Planner – South Wairarapa District Council

Approved for and on behalf of the South Wairarapa District Council by:



.....
Murray Buchanan
Group Manager, Planning and Environment - South Wairarapa District Council

DATED at Martinborough this 29th day of August 2016

Approved for and on behalf of the Carterton District Council by:

.....
Edita Babos
Senior Planner – Carterton District Council

Dated at Carterton this 30th day of August 2016



Title Plan - LT 503510

Survey Number LT 503510
Surveyor Reference 1614 s7(2)(a)
Surveyor Christopher Neil Galbreath
Survey Firm Adamson Shaw (Masterton)
Surveyor Declaration

Survey Details

Dataset Description Lots 1 - 4 being Subdivision of Part 1 & 2 Sec 286 Pahaoa District, Part Lots 1 & 2 Sec 290 and Part Lot 2 Sec 289 Blk X Wainuioru SD and Easements over Pt 1 Sec 287, Sec 286A and Sec 376 Pahaoa District, Sec 294 Blk X Wainuioru SD and Lot 5 DP 302340
Status Initiated
Land District Wellington
Submitted Date
Survey Class Class B
Survey Approval Date
Deposit Date

Territorial Authorities

Carterton District
 South Wairarapa District

Comprised In

CT 9245
 CT WN31D/4
 CT WN20A/807
 CT WN30/198

Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Lot 1 Deposited Plan 503510	Fee Simple Title	231.3000 Ha	756077
Lot 2 Deposited Plan 503510	Fee Simple Title	41.8500 Ha	756077
Lot 4 Deposited Plan 503510	Fee Simple Title	230.9000 Ha	756079
Area A Deposited Plan 503510	Easement		
Area B Deposited Plan 503510	Easement		
Area C Deposited Plan 503510	Easement		
Area D Deposited Plan 503510	Easement		
Area E Deposited Plan 503510	Easement		
Area F Deposited Plan 503510	Easement		
Area G Deposited Plan 503510	Easement		
Area H Deposited Plan 503510	Easement		
Area I Deposited Plan 503510	Easement		
Lot 3 Deposited Plan 503510	Fee Simple Title	256.3000 Ha	756078
Total Area		760.3500 Ha	

Prepared by: Chris Galbreath
Licensed Cadastral Surveyor
chris@adamsonshaw.co.nz

16. Sep. 2016

Land Registration District

Wellington

Plan Number

LT 503510

Territorial Authority

South Wairarapa District Council
Carterton District Council

Amalgamation Conditions:

That Lots 1 and 2 (hereon) and Section 286A Pahaoa District shall be held together and one Computer Freehold Register to issue for all parcels. See CSN 1378690.

That Lot 3 (hereon), Part Lot 1 Section 289 and Section 294 Block X Wainuioru Survey District shall be held together and one Computer Freehold Register to issue for all parcels. See CSN 1378690.

That Lot 4 (hereon) and Part 1 Section 287 Pahaoa District shall be held together and one Computer Freehold Register to issue for both parcels. See CSN 1378690.

Memorandum of Easements			
Purpose	Shown	Servient Tenement	Dominant Tenement
Right to convey water	I	Lot 4 (hereon)	Lot 2 (hereon)

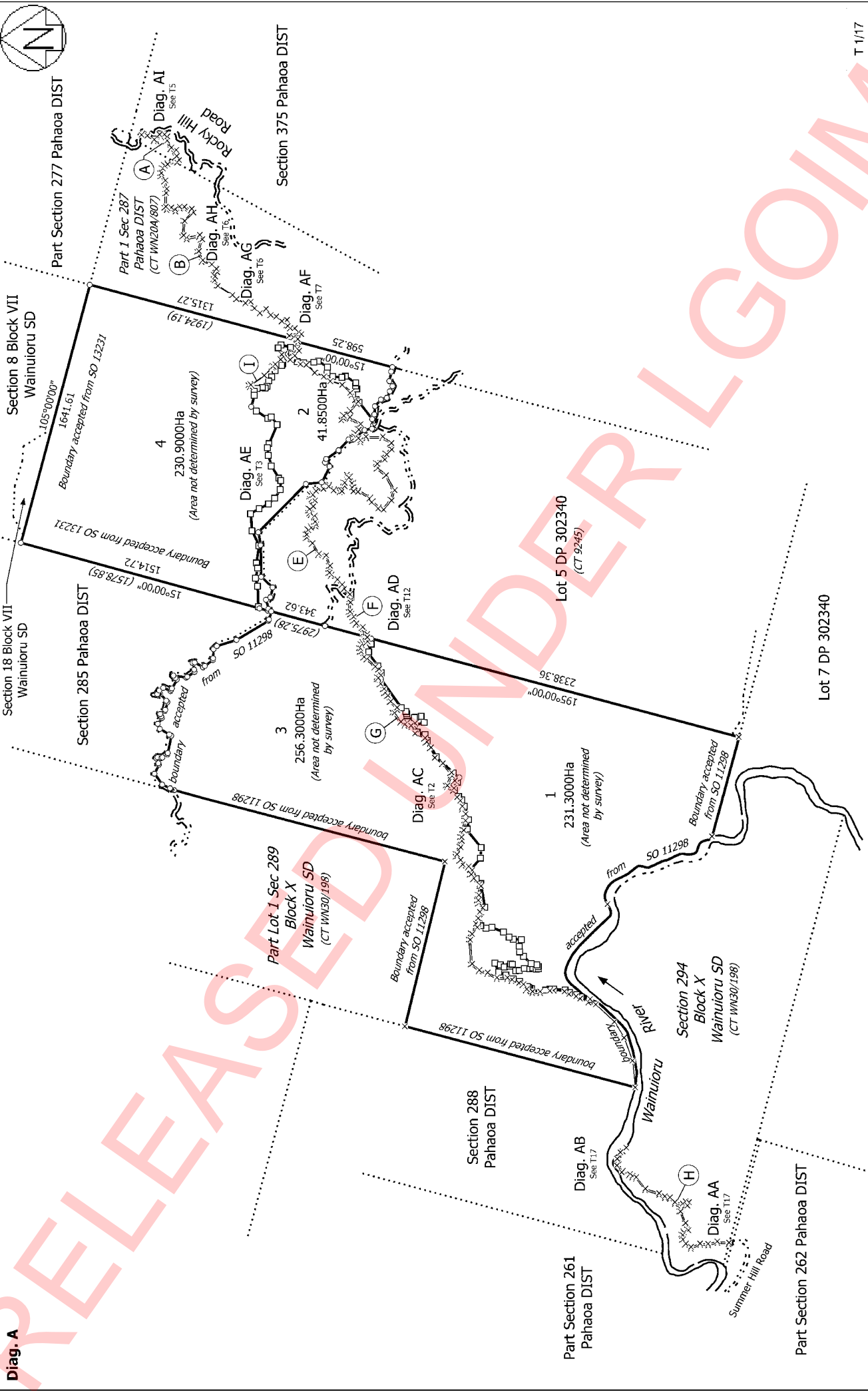
Wairarapa - 411 Queen Street PO Box 696 Masterton 5840 p. 06 370 0027
 EMAIL: enquire1@adamsonshaw.co.nz WEBSITE: www.adamsonshaw.co.nz
 Wellington | Karori | Porirua | Wairarapa

Memorandum of Easements			
Purpose	Shown	Servient Tenement	Dominant Tenement
Agricultural right of way	A	Section 376 Pahaoa District (CT WN31D/4)	Lots 1 and 2 (hereon) and Section 286A Pahaoa District (CT WN20A/807) Lot 3 (hereon) and Part Lot 1 Section 289 and Section 294 Block X Wainuioru Survey District (CT WN30/198) Lot 4 (hereon) and Part 1 Section 287 Pahaoa District (CT WN20A/807)
	B	Part 1 Section 287 Pahaoa District (CT WN20A/807)	Lots 1 and 2 (hereon) and Section 286A Pahaoa District (CT WN20A/807) Lot 3 (hereon) and Part Lot 1 Section 289 and Section 294 Block X Wainuioru Survey District (CT WN30/198) Lot 4 (hereon)
	C	Lot 4 (hereon)	Lots 1 and 2 (hereon) and Section 286A Pahaoa District (CT WN20A/807) Lot 3 (hereon) and Part Lot 1 Section 289 and Section 294 Block X Wainuioru Survey District (CT WN30/198) Part 1 Section 287 Pahaoa District (CT WN20A/807)
	D	Lot 2 (hereon)	Lot 1 (hereon) and Section 286A Pahaoa District (CT WN20A/807) Lot 3 (hereon) and Part Lot 1 Section 289 and Section 294 Block X Wainuioru Survey District (CT WN30/198) Lot 4 (hereon) and Part 1 Section 287 Pahaoa District (CT WN20A/807)

Memorandum of Easements			
Purpose	Shown	Servient Tenement	Dominant Tenement
Agricultural right of way	E	Section 286A Pahaoa District (CT WN20A/807)	Lots 1 and 2 (hereon) Lot 3 (hereon) and Part Lot 1 Section 289 and Section 294 Block X Wainuioru Survey District (CT WN30/198) Lot 4 (hereon) and Part 1 Section 287 Pahaoa District (CT WN20A/807)
	F	Lot 5 DP 302340 (CT 9245)	Lots 1 and 2 (hereon) and Section 286A Pahaoa District (CT WN20A/807) Lot 3 (hereon) and Part Lot 1 Section 289 and Section 294 Block X Wainuioru Survey District (CT WN30/198) Lot 4 (hereon) and Part 1 Section 287 Pahaoa District (CT WN20A/807)
	G	Lot 3 (hereon)	Lots 1 and 2 (hereon) and Section 286A Pahaoa District (CT WN20A/807) Lot 4 (hereon) and Part 1 Section 287 Pahaoa District (CT WN20A/807) Part Lot 1 Section 289 and Section 294 Block X Wainuioru Survey District (CT WN30/198)
	H	Section 294 Block X Wainuioru Survey District (CT WN30/198)	Lots 1 and 2 (hereon) and Section 286A Pahaoa District (CT WN20A/807) Lot 3 (hereon) and Part Lot 1 Section 289 Block X Wainuioru Survey District (CT WN30/198) Lot 4 (hereon) and Part 1 Section 287 Pahaoa District (CT WN20A/807)



Diag. A



T 1/17

Land District: Wellington

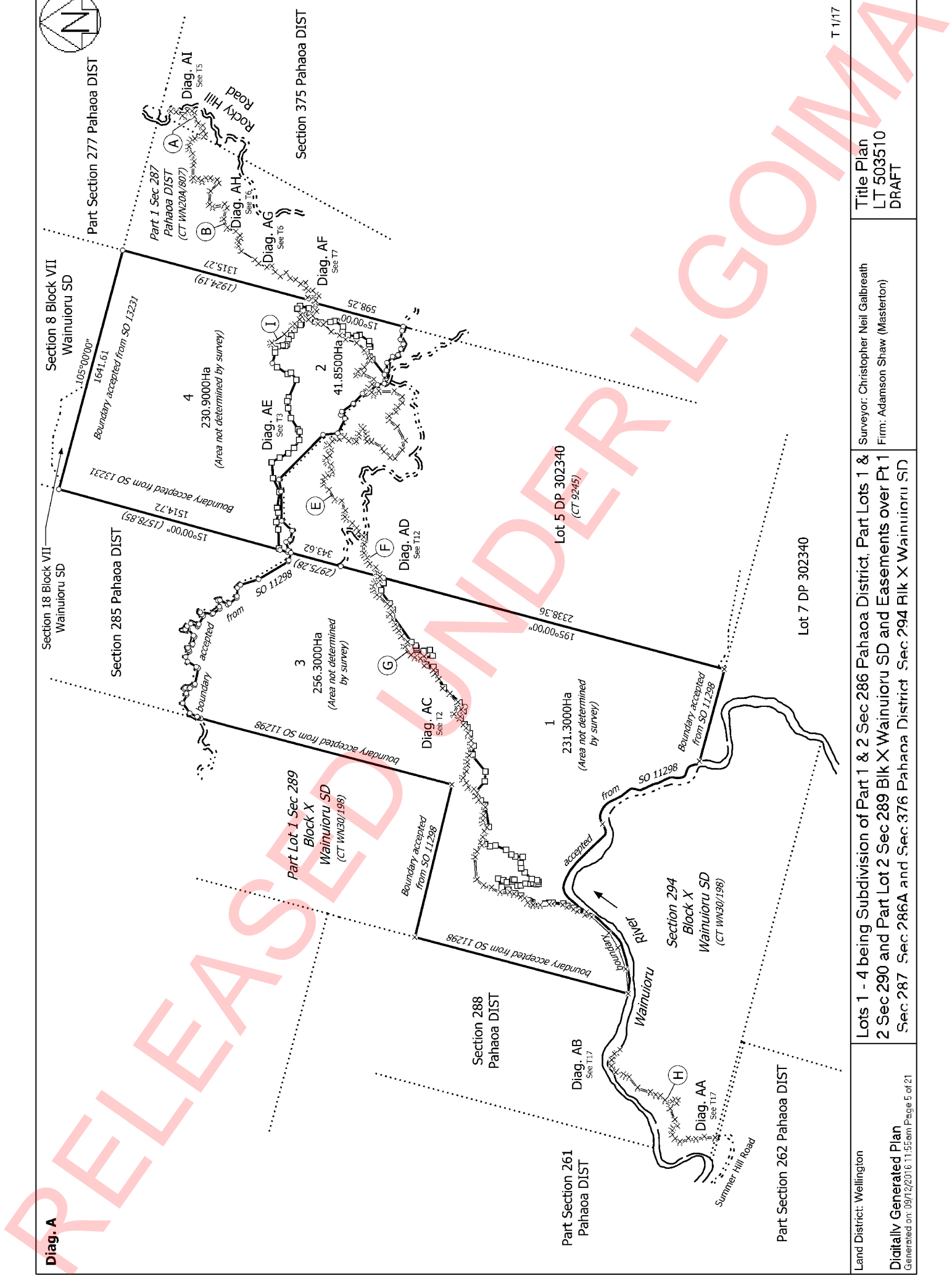
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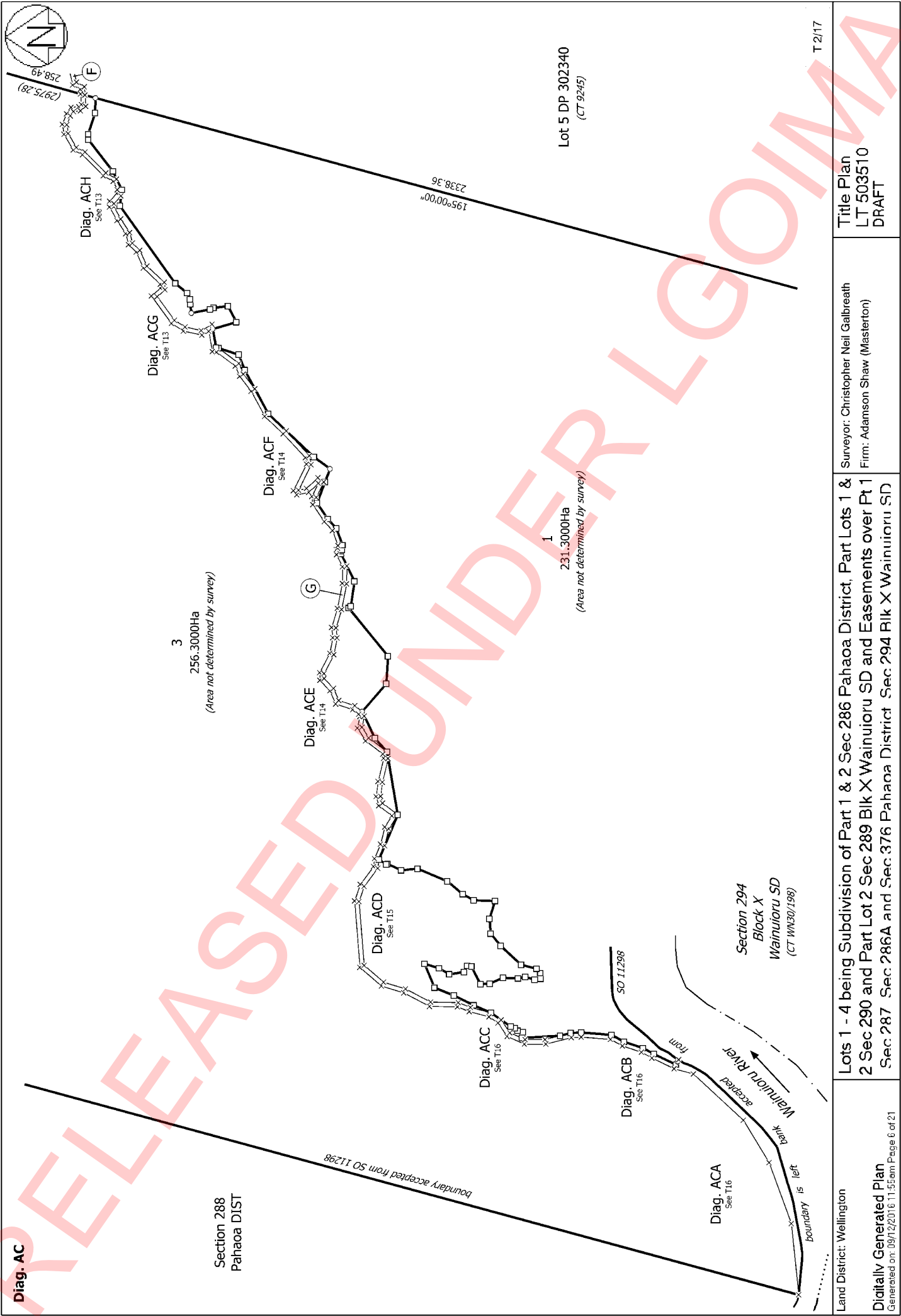
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Lots 1 - 4 being Subdivision of Part 1 & 2 Sec 286 Pahaoa District, Part Lots 1 & 2 Sec 290 and Part Lot 2 Sec 289 Blk X Wainuioru SD and Easements over Pt 1 Sec 287 Sec 286A and Sec 376 Pahaoa District Sec 294 Blk X Wainuioru SD

Surveyor: Christopher Neil Galbreath
 Firm: Adamson Shaw (Masterlon)

Title Plan
 LT 503510
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Diag. AC

Section 288
Pahaoa DIST

Lot 5 DP 302340
(CT 9245)

T 2/17

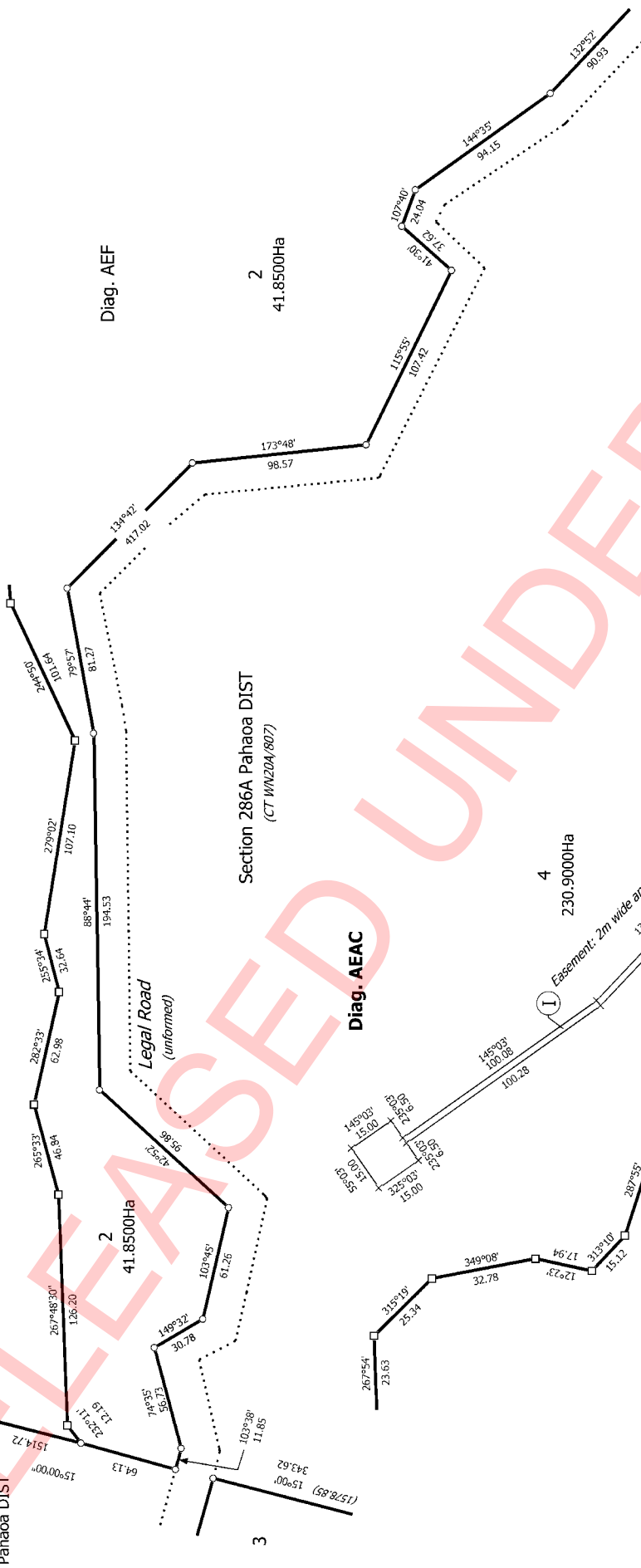
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Diag. AEAA

Section 285
Pahaoa DIST

4
230.9000Ha
(Area not determined by survey)



Diag. AEF

2
41.8500Ha

Section 286A Pahaoa DIST
(CT WNZ04/807)

Diag. AEAC

4
230.9000Ha

Easement: 2m wide and parallel
138°54' 88.21
88.39

2
41.8500Ha

T 4/17

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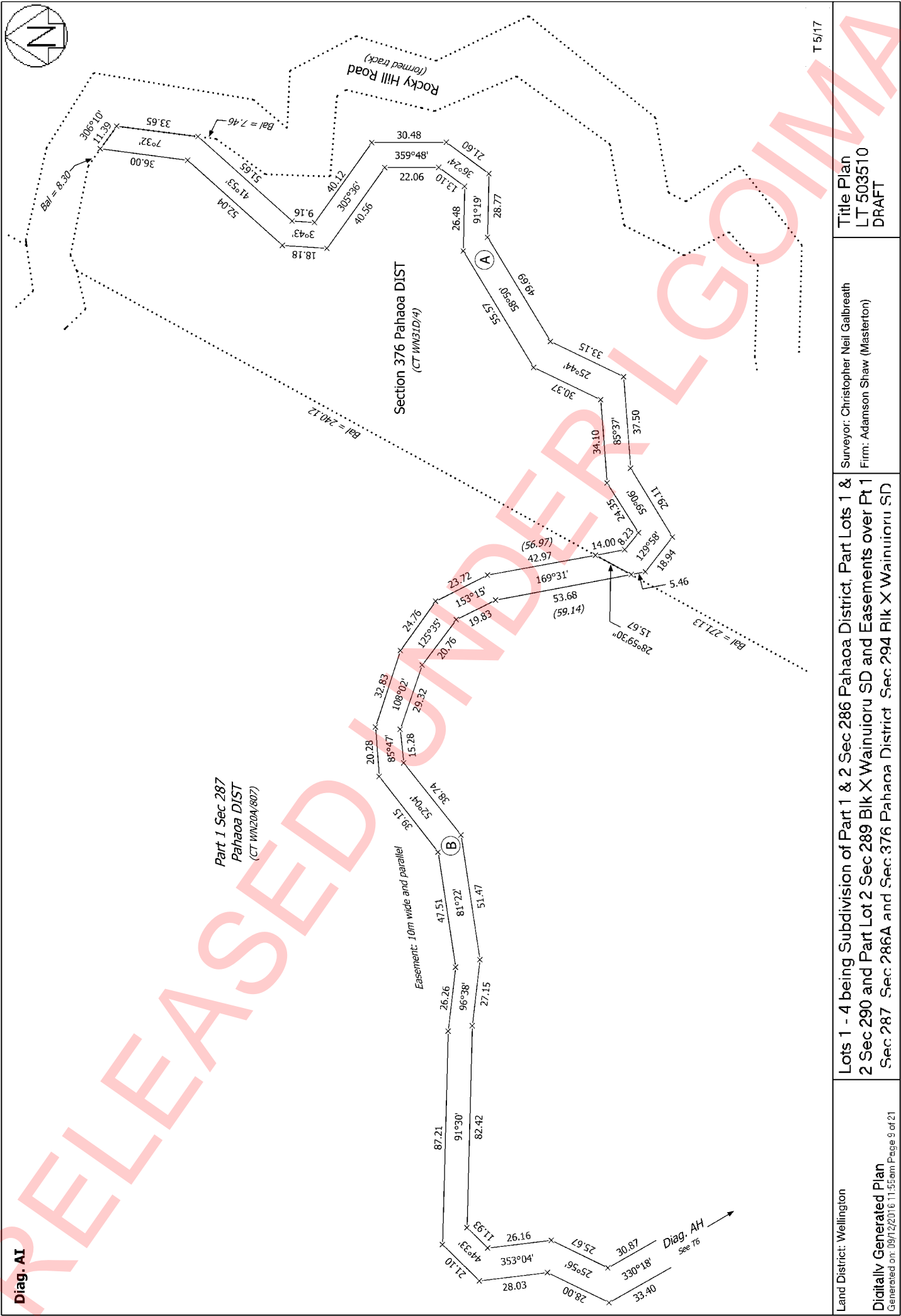
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Firm: Adamson Shaw (Masterston)

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LT 503510
DRAFT



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Part 1 Sec 287
Pahaoa DIST
(CT W1N204/807)

Section 376 Pahaoa DIST
(CT W1N21D/4)

Easement: 10m wide and parallel

Rocky Hill Road
(formed track)

T 5/17

Land District: Wellington

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Lots 1 - 4 being Subdivision of Part 1 & 2 Sec 286 Pahaoa District, Part Lots 1 & 2 Sec 290 and Part Lot 2 Sec 289 Blk X Wainuioru SD and Easements over Pt 1 Sec 287 Sec 286A and Sec 376 Pahaoa District Sec 294 Blk X Wainuioru SD

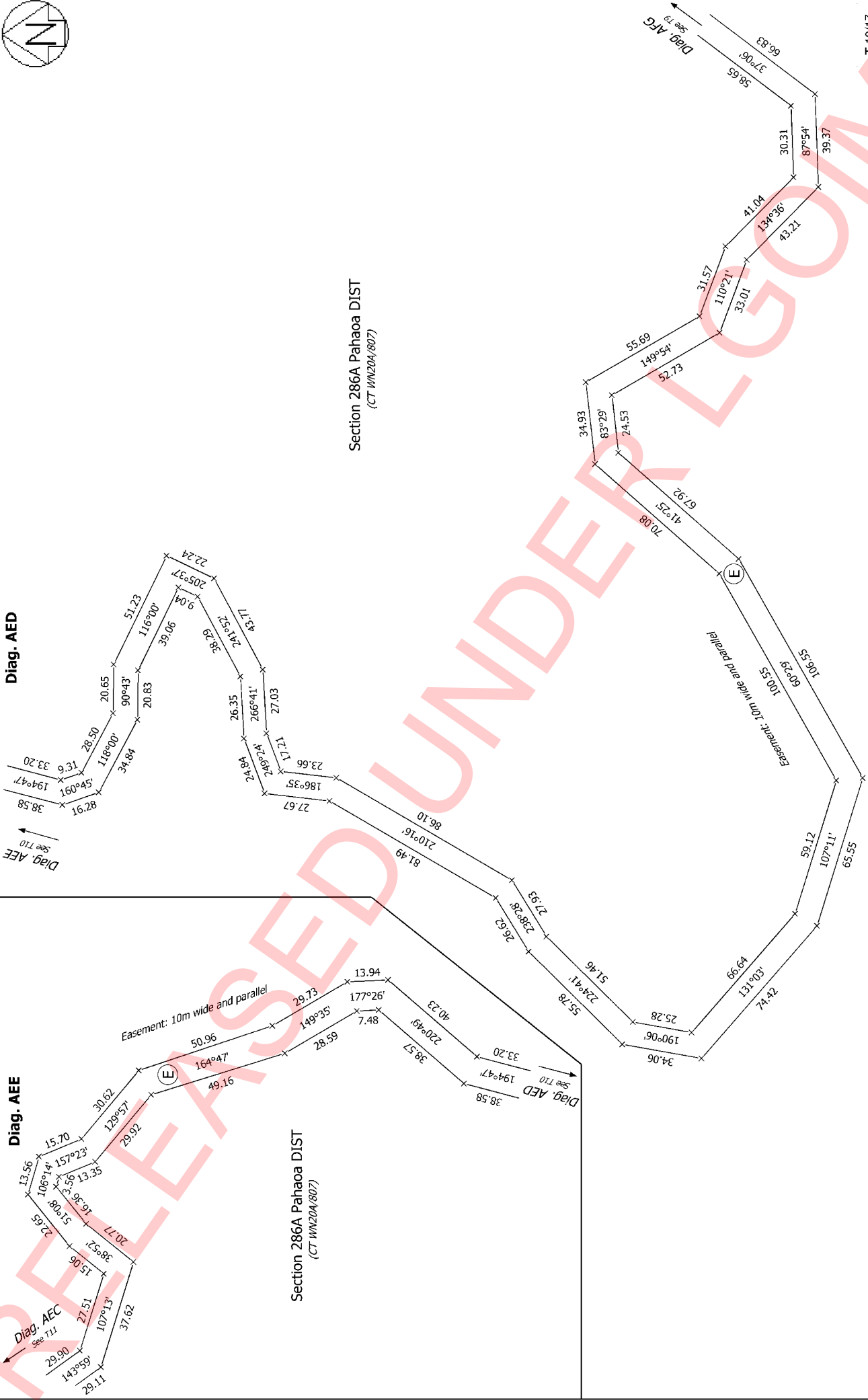
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Title Plan
LT 503510
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Section 286A Pahaoa DIST
(CT MN20A/807)

Section 286A Pahaoa DIST
(CT MN20A/807)

T 10/17

Land District: Wellington

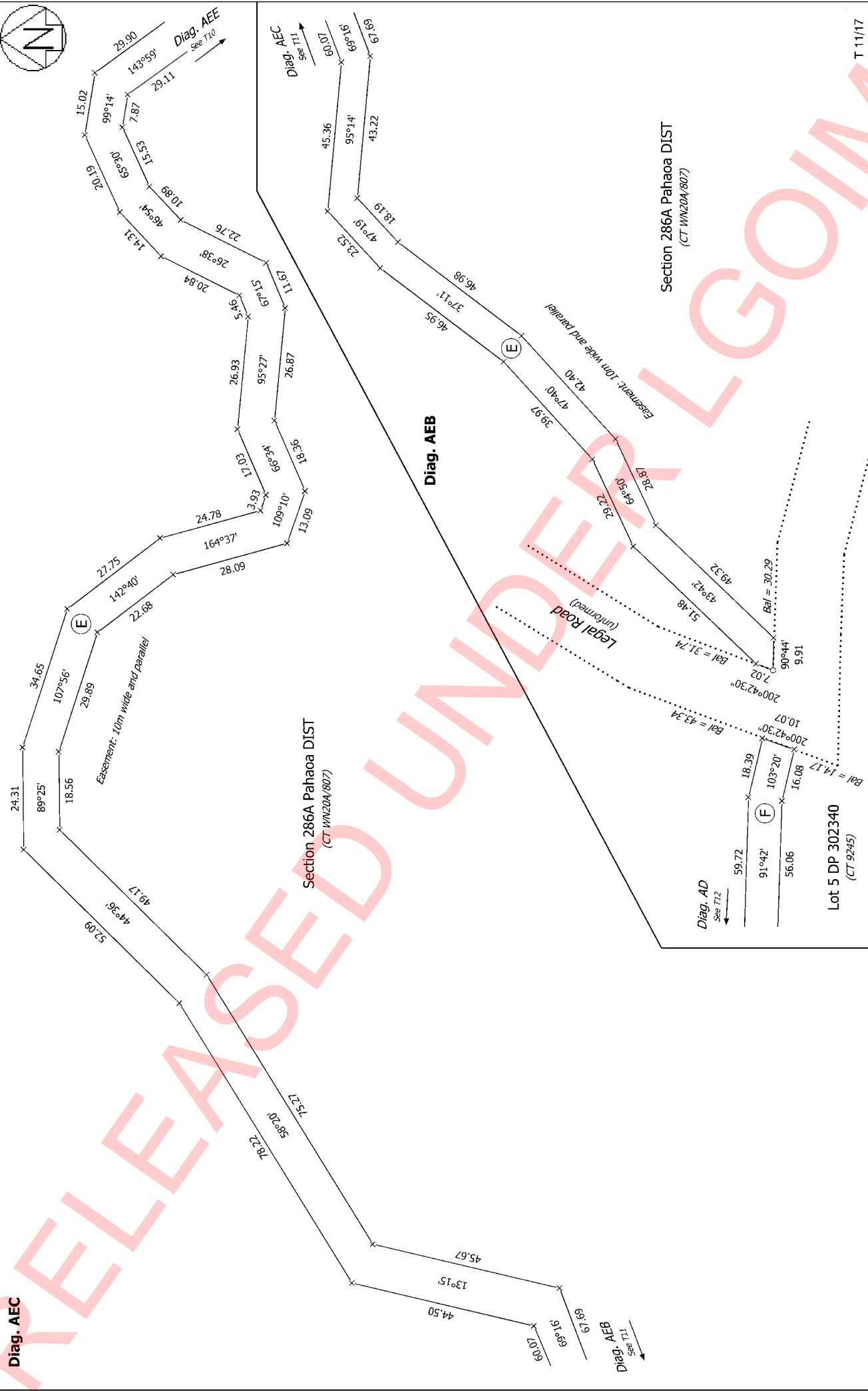
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Firm: Adamson Shaw (Masterston)

Title Plan
LT 503510
DRAFT



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Section 286A Pahaoa DIST

Section 286B Pahaoa DIST

Lot 5 DP 302340

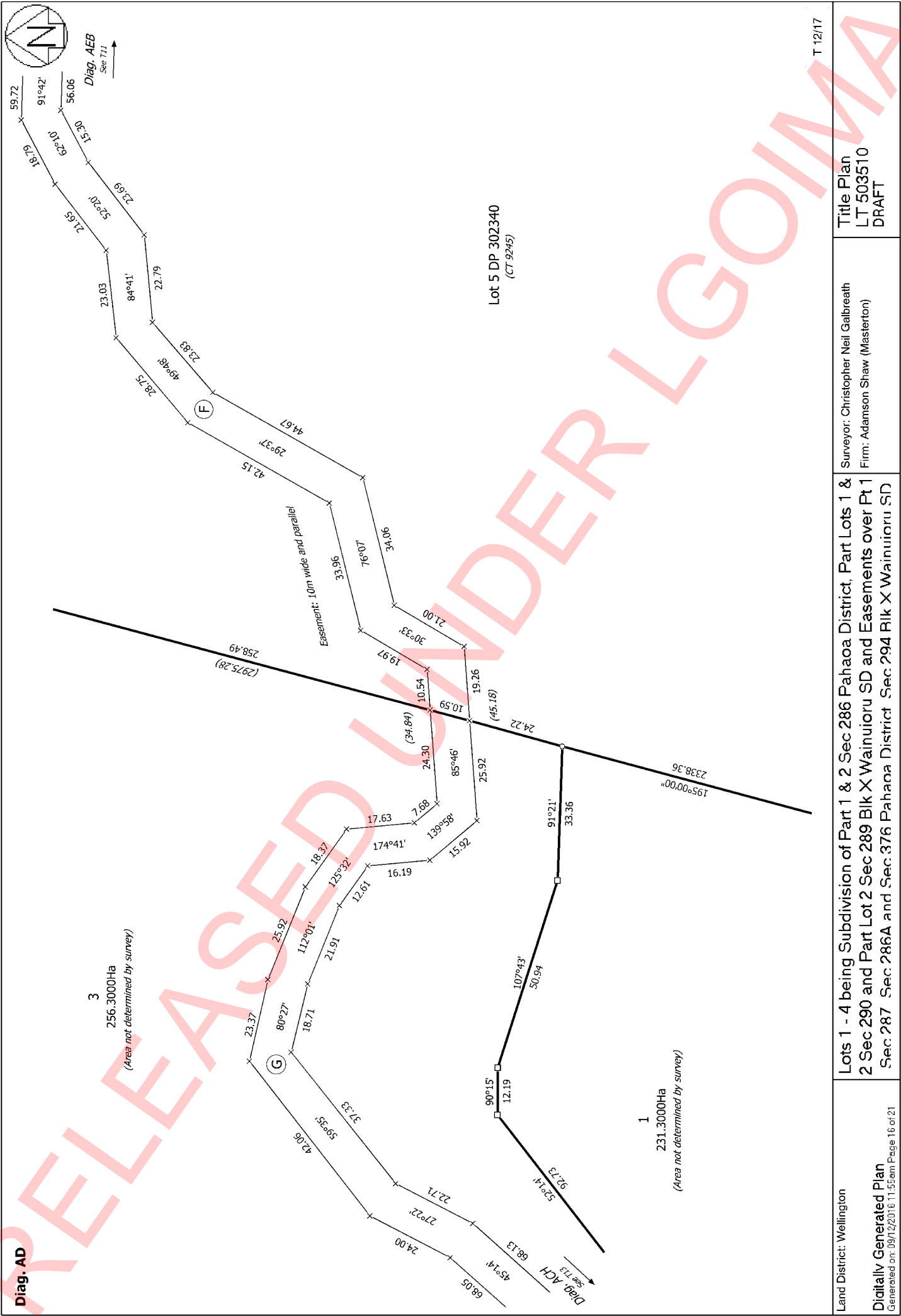
Legal Road (unformed)

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Diag. AEE

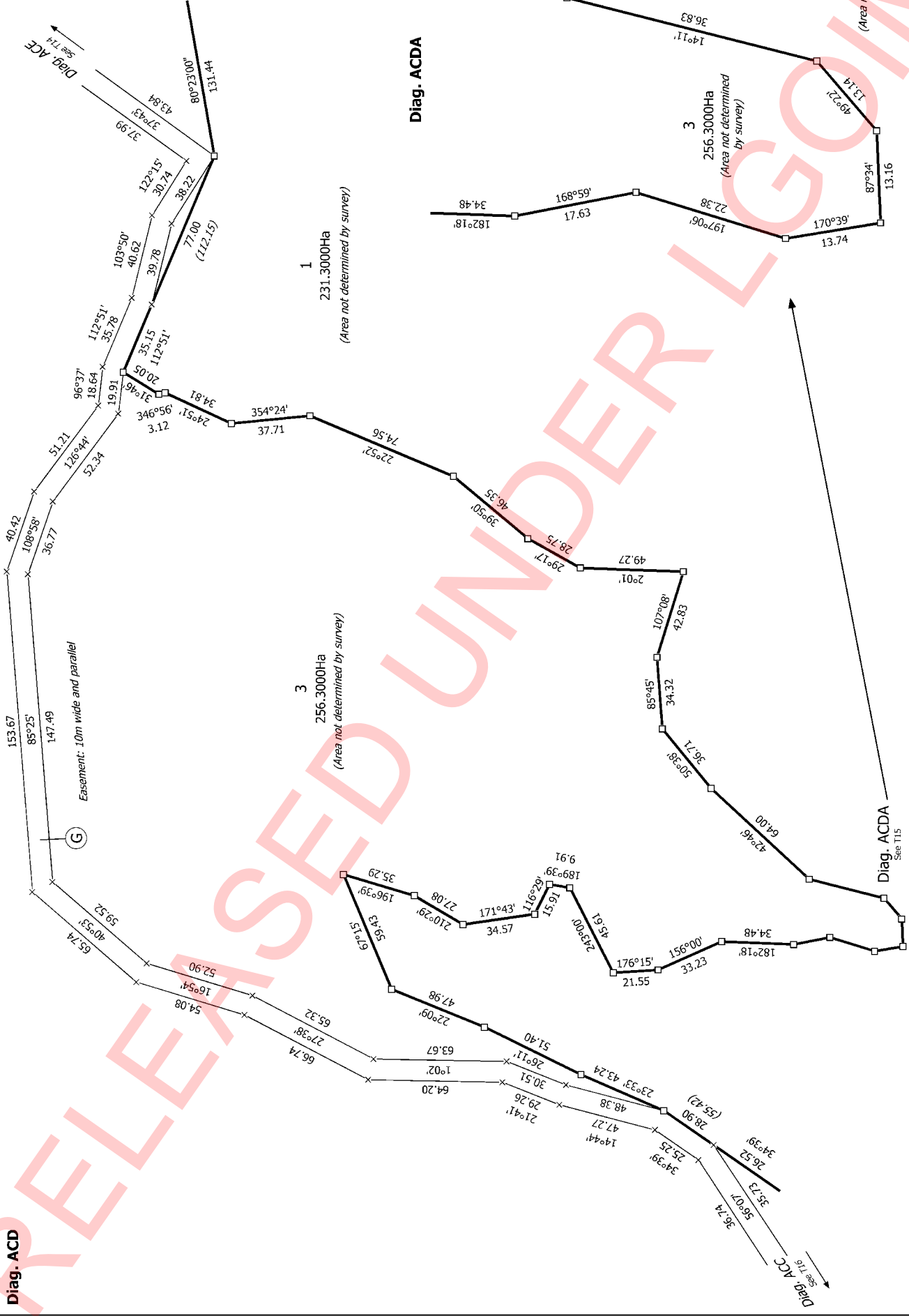
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<p>Land District: Wellington</p> <p>Digitally Generated Plan</p> <p>Generated on: 09/12/2016 11:55am Page 16 of 21</p>	<p>Lots 1 - 4 being Subdivision of Part 1 & 2 Sec 286 Pahaoa District, Part Lots 1 & 2 Sec 290 and Part Lot 2 Sec 289 Blk X Wainuioru SD and Easements over Pt 1 Sec 287 Sec 286A and Sec 376 Pahaoa District Sec 294 Blk X Wainuioru SD</p>	<p>Surveyor: Christopher Neil Galbreath Firm: Adamson Shaw (Masterston)</p>	<p>Title Plan LT 503510 DRAFT</p>
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Land District: Wellington

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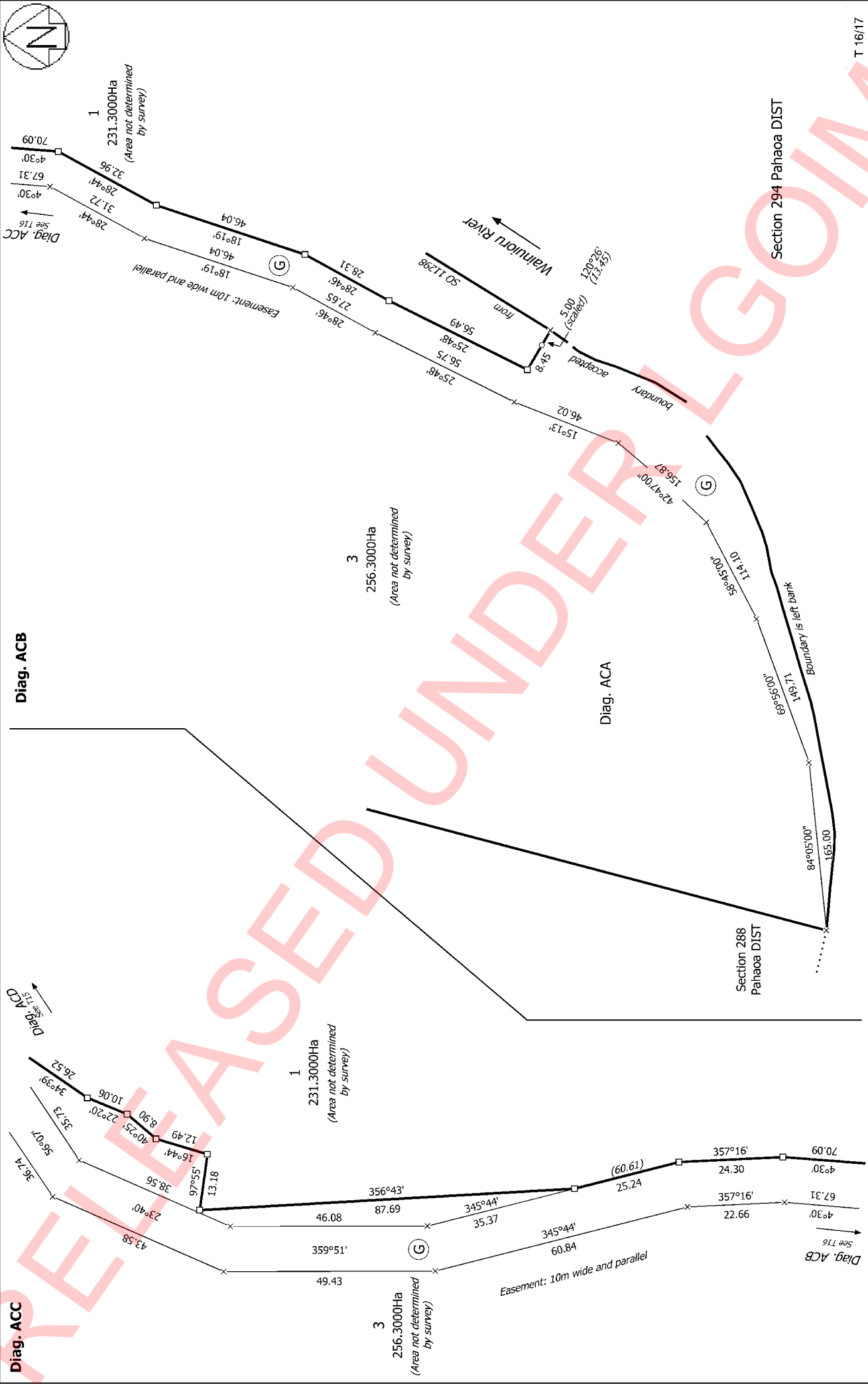
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Lots 1 - 4 being Subdivision of Part 1 & 2 Sec 286 Pahaoa District, Part Lots 1 & 2 Sec 290 and Part Lot 2 Sec 289 Blk X Wainuioru SD and Easements over Pt 1 Sec 287 Sec 286A and Sec 376 Pahaoa District Sec 294 Blk X Wainuioru SD

Surveyor: Christopher Neil Galbreath
Firm: Adamson Shaw (Masterston)

Title Plan
LT 503510
DRAFT

T 15/17



T 16/17

<p>Land District: Wellington</p> <p>Digitally Generated Plan</p> <p>Generated on: 09/12/2016 11:55am Page 20 of 21</p>	<p>Lots 1 - 4 being Subdivision of Part 1 & 2 Sec 286 Pahaoa District, Part Lots 1 & 2 Sec 290 and Part Lot 2 Sec 289 Blk X Wainuioru SD and Easements over Pt 1 Sec 287 Sec 286A and Sec 376 Pahaoa District Sec 294 Blk X Wainuioru SD</p>	<p>Surveyor: Christopher Neil Galbreath Firm: Adamson Shaw (Masterlon)</p>	<p>Title Plan LT 503510 DRAFT</p>
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