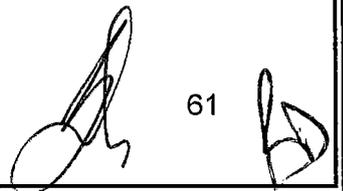


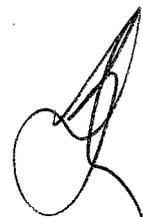
SCHEDULE 6

EASEMENTS

Handwritten signatures in black ink, located in the bottom right corner of the page. There are two distinct signatures, one larger and one smaller.

PART 1: EASEMENT – TYPE A

(Clause 7.11)

A handwritten signature in black ink, appearing to be a stylized name.

62


A handwritten mark or signature in black ink, possibly a date or initials, with the number 62 written above it.

CNI FORESTS IWI COLLECTIVE DEED OF SETTLEMENT: SCHEDULES
SCHEDULE 6: EASEMENTS

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Transfer Instrument, unless the context otherwise requires:

["**Crown Forestry Licence**" means a Crown forestry licence granted under section 14 of the Crown Forest Assets Act 1989; and

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Transferor's Land and includes the successors and assigns of the Crown Forestry Licensee.]

[These definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]

"**HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation**" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

1.2 Construction

In the construction of this Transfer unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Transfer;

1.2.2 references to **Clauses** and the **Schedule** are to the clauses and the schedule of this Transfer;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

2.1 The Transferor hereby grants to the Transferee a right of way over that part of the Transferor's Land shown marked *[insert details]* together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Transfer to the intent that the easement shall be forever appurtenant to the Transferee's Land as set out in the First Schedule.

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SCHEDULE 6: EASEMENTS

2.2 In consideration of the Transferor agreeing to enter into this Transfer the Transferee shall duly observe the obligations imposed on it under this Transfer.

3 OBLIGATIONS OF THE TRANSFEE

The rights and powers conferred under Clause 2 are granted subject to the following conditions and obligations:

3.1 The Transferee shall when passing or repassing over the Transferor's Land:

3.1.1 wherever possible, remain on the roads and tracks constructed on the Transferor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;

3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Transferor;

3.1.3 take all due care when taking any welding equipment over the Transferor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Transferor's Land without the prior written permission of the Transferor;

3.1.4 immediately after passing through any gates on the Transferor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;

3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Transferor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Transferor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 3.1.5):

(a) comply strictly with all reasonable conditions that may be imposed from time to time by the Transferor or other lawful authority; and

(b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;

3.2 Subject to Clauses 3.7 and 3.8, the Transferee shall, at its cost, repair to the satisfaction of the Transferor, any of the Transferor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Transferee;



SCHEDULE 6: EASEMENTS

- 3.3 The Transferee shall annually pay to the Transferor a proportion of the cost of maintenance of any of the roads or tracks on the Transferor's Land commensurate with the use made by the Transferee of such roads or tracks **PROVIDED THAT** the Transferee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Transferor's negligent use of that track or road;
- 3.4 The Transferee shall not exhibit any notice or sign on the Transferor's Land without the prior written consent of the Transferor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this Clause 3.4 shall not prevent the Transferee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the Land Transport Safety Authority and must be removed when the operation has been completed;
- 3.5 The Transferee will ensure, at all times, in the exercise of the rights set out in this Transfer that its agents, employees or contractors will not obstruct or hamper the Transferor or its agents, employees and contractors, in its or their normal or reasonable use of the Transferor's Land;
- 3.6 Subject to Clauses 3.7 and 3.8, in the event that the Transferor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Transferee, then any necessary improvements and maintenance shall be at the sole cost of the Transferee;
- 3.7 When carrying out any repairs, maintenance or improvements to a road under Clauses 3.2 and 3.6, the Transferee shall not:
- 3.7.1 widen the road;
 - 3.7.2 alter the location of the road;
 - 3.7.3 alter the way in which the run-off from the road is disposed of;
 - 3.7.4 change the nature of the road surface; or
 - 3.7.5 park or store equipment or material on the Transferor's Land,
- without the Transferor's prior written consent, such consent not to be unreasonably withheld or delayed;



SCHEDULE 6: EASEMENTS

- 3.8 The Transferee shall not erect any structures on the Transferor's Land or make any additions or alterations to existing structures or replace such structures unless the Transferee has obtained the Transferor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 3.9 The Transferee shall not at any time, except with the prior written approval of the Transferor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Transferor's Land nor shall the Transferee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Transferor;
- 3.10 The Transferee shall not, without the prior written approval of the Transferor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Transferor's Land, nor shall the Transferee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Transferor; and
- 3.11 The Transferee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Transferee to conduct the activities permitted by this Transfer.

4 TRANSFEROR'S RIGHTS

The Transferor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Transferor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Transferor shall furnish at the expense of the Transferee, keys to any locks fitted to any of the said gates.

5 COSTS

The Transferee shall be liable to the Transferor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Transferor arising from or incidental to the preparation, registration and enforcement of any provision in this Transfer.

6 LICENCE [*this clause will be omitted if there is no Crown Forestry Licence at the time this easement is granted*]

The Transferor and the Transferee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Transferor's Land, and this Transfer is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Transfer.



SCHEDULE 6: EASEMENTS

7 DELEGATION

All rights, benefits, and obligations of a party to this Transfer arising under this Transfer may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Transfer.

8 NOTICES

8.1 Any notices to be given by one party under this Transfer to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

8.1.1 The Transferor's address as set out in paragraph 1 of the Schedule; and

8.1.2 The Transferee's address as set out in paragraph 2 of the Schedule.

8.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

9 SEVERABILITY

If any part of this Transfer is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Transfer which shall remain in full force.

 
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CNI FORESTS IWI COLLECTIVE DEED OF SETTLEMENT: SCHEDULES
SCHEDULE 6: EASEMENTS

Continuation of "Attestation"

Signed for and on behalf of CNI IWI
HOLDINGS LIMITED as Transferor
by:

In the presence of:

Name:
Occupation:
Address:

Signed for and on behalf of **HER
MAJESTY THE QUEEN** as
Transferee by

Conservator for the **[insert
relevant conservancy]** acting for
the Minister of Conservation under
delegated authority pursuant to
sections 57 and 58 of the
Conservation Act 1987 and section
41 of the State Sector Act 1988

In the presence of:

Name:
Occupation:
Address:

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SCHEDULE 6: EASEMENTS

SCHEDULE

1 TRANSFEROR'S ADDRESS:

CNI Iwi Holdings Limited

[Enter address]

2 TRANSFEREE'S ADDRESS:

Department of Conservation

[Enter address]

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PART 2: EASEMENT – TYPE B

(Clause 7.12)

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SCHEDULE 6: EASEMENTS

PART 2: EASEMENT – TYPE B

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Transfer Instrument, unless the context otherwise requires:

["**Crown Forestry Licence**"] means a Crown forestry licence granted under section 14 of the Crown Forest Assets Act 1989;

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Transferor's Land and includes the successors and assigns of the Crown Forestry Licensee; and]

[These definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]

"**HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation**" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

1.2 Construction

In the construction of this Transfer unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Transfer;

1.2.2 references to Clauses and the Schedule are to the clauses and the schedule of this Transfer;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

2.1 The Transferor hereby grants to the Transferee a right of way in gross over that part of the Transferor's Land shown marked [insert details] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Transfer.



SCHEDULE 6: EASEMENTS

PART 2: EASEMENT – TYPE B

2.2 In consideration of the Transferor agreeing to enter into this Transfer the Transferee shall duly observe the obligations imposed on it under this Transfer.

3 OBLIGATIONS OF THE TRANSFEREE

The rights and powers conferred under Clause 2 are granted subject to the following conditions and obligations:

3.1 The Transferee shall when passing or repassing over the Transferor's Land:

3.1.1 wherever possible, remain on the roads and tracks constructed on the Transferor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;

3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Transferor;

3.1.3 take all due care when taking any welding equipment over the Transferor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Transferor's Land without the prior written permission of the Transferor;

3.1.4 immediately after passing through any gates on the Transferor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;

3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Transferor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Transferor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 3.1.5):

(a) comply strictly with all reasonable conditions that may be imposed from time to time by the Transferor or other lawful authority; and

(b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;

3.2 Subject to Clauses 3.7 and 3.8, the Transferee shall, at its cost, repair to the satisfaction of the Transferor, any of the Transferor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Transferee;

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CNI FORESTS IWI COLLECTIVE DEED OF SETTLEMENT: SCHEDULES

SCHEDULE 6: EASEMENTS

PART 2: EASEMENT – TYPE B

- 3.3 The Transferee shall annually pay to the Transferor a proportion of the cost of maintenance of any of the roads or tracks on the Transferor's Land commensurate with the use made by the Transferee of such roads or tracks **PROVIDED THAT** the Transferee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Transferor's negligent use of that track or road;
- 3.4 The Transferee shall not exhibit any notice or sign on the Transferor's Land without the prior written consent of the Transferor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this Clause 3.4 shall not prevent the Transferee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the Land Transport Safety Authority and must be removed when the operation has been completed;
- 3.5 The Transferee will ensure, at all times, in the exercise of the rights set out in this Transfer that its agents, employees or contractors will not obstruct or hamper the Transferor or its agents, employees and contractors, in its or their normal or reasonable use of the Transferor's Land;
- 3.6 Subject to Clauses 3.7 and 3.8, in the event that the Transferor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Transferee, then any necessary improvements and maintenance shall be at the sole cost of the Transferee;
- 3.7 When carrying out any repairs, maintenance or improvements to a road under Clauses 3.2 and 3.6, the Transferee shall not:
- 3.7.1 widen the road;
- 3.7.2 alter the location of the road;
- 3.7.3 alter the way in which the run-off from the road is disposed of;
- 3.7.4 change the nature of the road surface; or
- 3.7.5 park or store equipment or material on the Transferor's Land,
- without the Transferor's prior written consent, such consent not to be unreasonably withheld or delayed;

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SCHEDULE 6: EASEMENTS

PART 2: EASEMENT – TYPE B

- 3.8 The Transferee shall not erect any structures on the Transferor's Land or make any additions or alterations to existing structures or replace such structures unless the Transferee has obtained the Transferor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 3.9 The Transferee shall not at any time, except with the prior written approval of the Transferor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Transferor's Land nor shall the Transferee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Transferor;
- 3.10 The Transferee shall not, without the prior written approval of the Transferor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Transferor's Land, nor shall the Transferee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Transferor; and
- 3.11 The Transferee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Transferee to conduct the activities permitted by this Transfer.

4 TRANSFEROR'S RIGHTS

The Transferor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Transferor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Transferor shall furnish at the expense of the Transferee, keys to any locks fitted to any of the said gates.

5 COSTS

The Transferee shall be liable to the Transferor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Transferor arising from or incidental to the preparation, registration and enforcement of any provision in this Transfer.

6 LICENCE [*this clause will be omitted if there is no Crown Forestry Licence at the time this easement is granted*]

The Transferor and the Transferee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Transferor's Land and this

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CNI FORESTS IWI COLLECTIVE DEED OF SETTLEMENT: SCHEDULES

SCHEDULE 6: EASEMENTS

PART 2: EASEMENT – TYPE B

Transfer is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Transfer.

7 ASSIGNMENT

7.1 The Transferee may assign its rights and obligations under this Transfer to any one of the following who acquires land for an estate or interest in land from the Transferee and requires rights under this Transfer as the means of providing reasonable access to that land:

7.1.1 any Crown entity as defined in section 2(1) of the Public Finance Act 1989;

7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

7.1.3 any person who holds the land in trust for the Transferee; or

7.1.4 any other person with the prior consent of the Transferor, which shall not be unreasonably withheld.

7.2 As from the date of assignment the Transferee shall cease to have any liability whatsoever in respect of this Transfer and the Transferor agrees to release the Transferee from all obligations under this Transfer from that date, but only if the assignee enters into a deed of covenant with the Transferor agreeing to be bound by the terms of this Transfer from the date of release of the Transferee.

8 DELEGATION

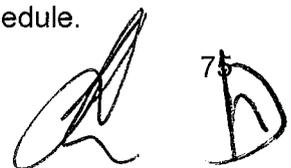
All rights, benefits, and obligations of a party to this Transfer arising under this Transfer may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Transfer.

9 NOTICES

9.1 Any notices to be given by one party under this Transfer to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

9.1.1 the Transferor's address as set out in paragraph 1 of the Schedule; and

9.1.2 the Transferee's address as set out in paragraph 2 of the Schedule.

Two handwritten signatures in black ink are located at the bottom right of the page. The first signature is a stylized, cursive name, and the second is a more blocky, capital letter 'D' with a vertical line through it.

CNI FORESTS IWI COLLECTIVE DEED OF SETTLEMENT: SCHEDULES

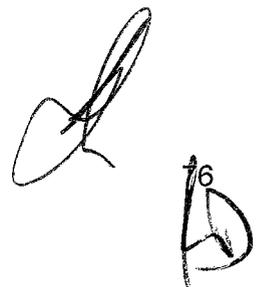
SCHEDULE 6: EASEMENTS

PART 2: EASEMENT – TYPE B

9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

10 SEVERABILITY

If any part of this Transfer is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Transfer which shall remain in full force.

Handwritten signature and initials in the bottom right corner of the page.

CNI FORESTS IWI COLLECTIVE DEED OF SETTLEMENT: SCHEDULES

SCHEDULE 6: EASEMENTS

PART 2: EASEMENT – TYPE B

Continuation of "Attestation"

Signed for and on behalf of **CNI IWI HOLDINGS LIMITED** as Transferor
by:

In the presence of:

Name:
Occupation:
Address:

Signed for and on behalf of **HER MAJESTY THE QUEEN** as
Transferee by

Conservator for the *[insert relevant conservancy]* acting for the Minister of Conservation under delegated authority pursuant to sections 57 and 58 of the Conservation Act 1987 and section 41 of the State Sector Act 1988

In the presence of:

Name:
Occupation:
Address:

Two handwritten signatures are present at the bottom right of the page. The first signature is a stylized, cursive mark, and the second is a more blocky, capital letter 'A' with a horizontal line through it.

CNI FORESTS IWI COLLECTIVE DEED OF SETTLEMENT: SCHEDULES

SCHEDULE 6: EASEMENTS

PART 2: EASEMENT – TYPE B

SCHEDULE

1 TRANSFEROR'S ADDRESS:

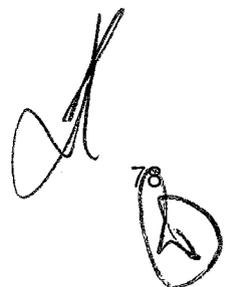
CNI Iwi Holdings Limited

[Enter address]

2 TRANSFEREE'S ADDRESS:

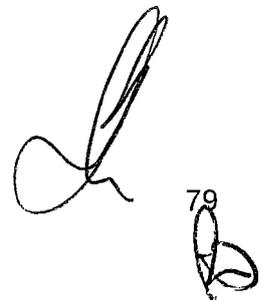
Department of Conservation

[Enter address]

Handwritten signatures in black ink, consisting of two distinct scribbled marks.

PART 3: EASEMENT – TYPE C

(Clause 7.13)

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SCHEDULE 6: EASEMENTS

PART 3: EASEMENT – TYPE C

Date

PARTIES

1. **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (the “Grantor”)
2. **CNI IWI HOLDINGS LIMITED** (the “Grantee”)

BACKGROUND

- A. The Grantee wishes to enter upon and cross the Grantor’s Land for the purpose of gaining access to and egress from the Grantee’s Land (as herein defined).
- B. The Grantor has agreed to allow the Grantee to enter upon and cross the Grantor’s Land, for the purposes of enabling the Grantee to gain access to and egress from the Grantee’s Land on the terms and conditions set out in this Deed.

BY THIS DEED IT IS AGREED AND DECLARED as follows:

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Deed, unless the context otherwise requires:

“**Commencement Date**” means the date first written above;

“**Deed**” means this deed, the Background and the Schedule annexed hereto;

“**Grantee**” also includes the registered proprietors of the Grantee’s Land and the licensees, lessees, employees, agents, contractors, successors and assigns of the Grantee;

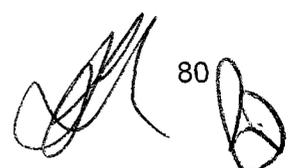
“**Grantor**” also includes the other registered proprietors from time to time of the Grantor’s Land;

“**Grantee’s Land**” means the land described in paragraph 3 of the Schedule;

“**Grantor’s Land**” means the land described in paragraph 1 of the Schedule and includes any part thereof;

[The following definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]

“**Crown Forestry Licence**” means a Crown Forestry Licence granted under section 14 of the Crown Forest Assets Act 1989; and

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CNI FORESTS IWI COLLECTIVE DEED OF SETTLEMENT: SCHEDULES

SCHEDULE 6: EASEMENTS

PART 3: EASEMENT – TYPE C

“Crown Forestry Licensee” means the Licensee under a Crown Forestry Licence over the Grantee’s Land and includes the employees, agents, contractors and successors and assigns of the Crown Forestry Licensee.]

1.2 Construction

In the construction of this Deed unless the context otherwise requires:

- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Deed;
- 1.2.2 references to Clauses and the Schedule are to the clauses and the schedule of this Deed;
- 1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

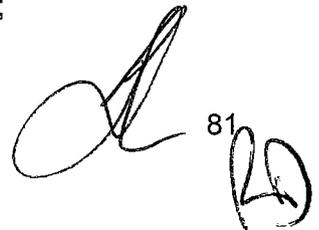
2 GRANT OF ACCESS RIGHTS

- 2.1 Pursuant to section [*enter appropriate section and title of settlement legislation*] the Grantor hereby grants to the Grantee a right of way over that part of the Grantor’s Land shown marked [] on DPS [] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Deed to the intent that the easement shall be forever appurtenant to the Grantee’s Land as set out in the Schedule.
- 2.2 In consideration of the Grantor agreeing to enter into this Deed the Grantee shall duly observe the obligations imposed on it under this Deed.

3 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under Clause 2 of this Agreement are granted subject to the following conditions and obligations:

- 3.1 The Grantee shall when passing or repassing over the Grantor’s Land:
 - 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor’s Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;

A handwritten signature in black ink, followed by the initials '81' and 'RD' written in a stylized, cursive manner.

SCHEDULE 6: EASEMENTS

PART 3: EASEMENT – TYPE C

- 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor **PROVIDED THAT** the Grantee shall be permitted, without limitation to use any class of vehicle which is ordinarily used in a production forest (including, but not limited to, haulers and heavy logging trucks);
- 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
- 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any vegetation on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 3.1.5):
- (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;
- 3.2 Subject to Clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee;
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road;
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this Clause 3.4 shall not prevent the Grantee from displaying temporary



SCHEDULE 6: EASEMENTS

PART 3: EASEMENT – TYPE C

operational signs necessary for the health and safety of road users. Such temporary operational signs shall not purport to close the road or restrict public access to the Grantor's Land, are to be consistent with the standards set by the Land Transport Safety Authority and must be removed when the operation has been completed;

- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Deed that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land;
- 3.6 Subject to Clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee;
- 3.7 When carrying out any repairs, maintenance or improvements to a road under Clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road;
 - 3.7.2 alter the location of the road;
 - 3.7.3 alter the way in which the run-off from the road is disposed of;
 - 3.7.4 change the nature of the road surface; or
 - 3.7.5 park or store equipment or material on the Grantor's Land,
- without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any vegetation on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor;
- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor; and

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SCHEDULE 6: EASEMENTS

PART 3: EASEMENT – TYPE C

- 3.11 The Grantee shall comply at all times with all statutes and regulations, in particular the Conservation Act 1987 and the Acts in its First Schedule where relevant, and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed. Provided that pursuant to section [*enter appropriate section and title of settlement legislation*], this easement will be enforceable in accordance with its terms, notwithstanding Part IIIB of the Conservation Act 1987.

4 GRANTOR'S RIGHTS

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

5 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Deed.

6 LICENCE

[This clause will be omitted if there is no Crown Forestry Licence at the time this easement is granted]

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantee's Land, under which the Crown Forestry Licensee has rights in respect of the Grantor's Land, and this Deed is entered into subject to, and the rights under it must not be exercised in a manner inconsistent with those rights of the Crown Forestry Licensee.

7 REGISTRATION

The parties shall take and do all such acts and things necessary to ensure that this Deed (or a Transfer Instrument Grant of Right of Way on substantially the same terms) is registered in the [**Note:** delete one: South Auckland Land Registry Office/Wellington Land Registry Office] as soon as the Registrar-General of Land confirms that this Deed, or such a Transfer Instrument, can be registered against the Grantor's Land.

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SCHEDULE 6: EASEMENTS

PART 3: EASEMENT – TYPE C

8 DELEGATION

All rights, benefits, and obligations of a party to this Deed arising under this Deed may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Deed.

9 NOTICES

9.1 Any notice to be given by one party under this Deed to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party:

9.1.1 the Grantor's address as set out in paragraph 2 of the Schedule; and

9.1.2 the Grantee's address as set out in paragraph 4 of the Schedule.

9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

10 SEVERABILITY

If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Deed which shall remain in full force.

11 DISPUTES RESOLUTION

Should any dispute arise between the parties touching any matter relating to this Deed then:

11.1 any dispute will be defined by written notice by the party raising it to the other and will forthwith be discussed (on a "without prejudice" basis) by the parties in an attempt to resolve their differences amicably, including, with the agreement of both parties, the discussion extending to a mediation discussion in the presence of an experienced mediator (who will be agreed between the parties or, failing agreement, a mediator appointed by the President for the time being of the Auckland District Law Society);

11.2 if such discussion or mediation between the parties fails to produce any agreement, within 14 days of receipt by the other party of the written notice, the matter in dispute will be referred to arbitration in accordance with the Arbitration Act 1996;

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SCHEDULE 6: EASEMENTS

PART 3: EASEMENT – TYPE C

- 11.3 the arbitration will be commenced by either party giving to the other notice in writing stating the subject matter and details of the difference and that party's desire to have the matter referred to arbitration; and
- 11.4 the arbitration will be by one arbitrator to be agreed by the parties and, failing agreement, as appointed by the then President of the New Zealand Law Society or its successor. The award in the arbitration will be final and binding on the parties.

IN WITNESS WHEREOF this Deed has been duly executed on the date first written above.

Signed for and on behalf of **HER MAJESTY THE QUEEN** as Grantor
by

Conservator for the [insert relevant conservancy] acting for the Minister of Conservation under delegated authority pursuant to sections 57 and 58 of the Conservation Act 1987 and section 41 of the State Sector Act 1988

In the presence of:

Name:

Occupation:

Address:

Signed for and on behalf of **CNI IWI HOLDINGS LIMITED** as Grantee
by

In the presence of:

Name:

Occupation:

Address:

 
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SCHEDULE 6: EASEMENTS

PART 3: EASEMENT – TYPE C

SCHEDULE

1. **GRANTOR'S LAND:**

[Enter details]

2. **GRANTOR'S ADDRESS:**

Department of Conservation

[Enter address]

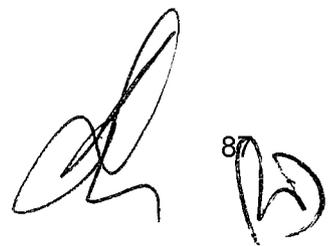
3. **GRANTEE'S LAND:**

[Enter details]

4. **GRANTEE'S ADDRESS:**

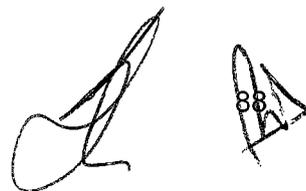
CNI Iwi Holdings Limited

[Enter address]

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PART 4: KOKOMOKA EASEMENT

(Clause 7.14.1)

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SCHEDULE 6: EASEMENTS

PART 4: KOKOMOKA EASEMENT

KOKOMOKA EASEMENT – KAINGAROA MATEA CNI CROWN FORESTRY LICENCE

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Transfer Instrument, unless the context otherwise requires:

["**Crown Forestry Licence**" means a Crown forestry licence granted under section 14 of the Crown Forest Assets Act 1989; and

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Transferor's Land and includes the successors and assigns of the Crown Forestry Licensee.]

[These definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]

"**HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation**" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

1.2 Construction

In the construction of this Transfer unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Transfer;

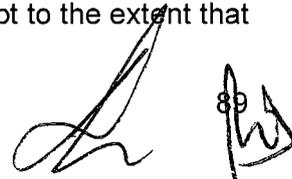
1.2.2 references to Clauses and the Schedule are to the clauses and the schedule of this Transfer;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

2.1 The Transferor hereby grants to the Transferee a right of way in gross over that part of the Transferor's Land shown marked A – B – C and B – D and E – F (Kokomoka and Paterson Roads) on the plan attached as the Second Schedule (subject to survey) together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that



SCHEDULE 6: EASEMENTS

PART 4: KOKOMOKA EASEMENT

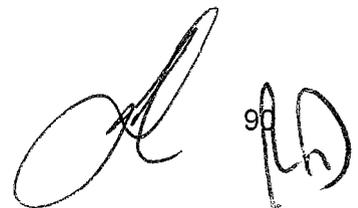
they are modified, varied or negated by the terms and conditions set out in this Transfer.

- 2.2 In consideration of the Transferor agreeing to enter into this Transfer the Transferee shall duly observe the obligations imposed on it under this Transfer.

3 OBLIGATIONS OF THE TRANSFEREE

The rights and powers conferred under Clause 2 are granted subject to the following conditions and obligations:

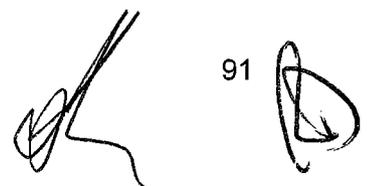
- 3.1 The Transferee shall when passing or repassing over the Transferor's Land:
- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Transferor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
 - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Transferor;
 - 3.1.3 take all due care when taking any welding equipment over the Transferor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Transferor's Land without the prior written permission of the Transferor;
 - 3.1.4 immediately after passing through any gates on the Transferor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
 - 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Transferor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Transferor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 3.1.5):
 - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Transferor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;
- 3.2 Subject to Clauses 3.7 and 3.8, the Transferee shall, at its cost, repair to the satisfaction of the Transferor, any of the Transferor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Transferee;

Handwritten signatures and initials in black ink, located at the bottom right of the page. One signature is large and cursive, and another set of initials is smaller and more blocky.

SCHEDULE 6: EASEMENTS

PART 4: KOKOMOKA EASEMENT

- 3.3 The Transferee shall annually pay to the Transferor a proportion of the cost of maintenance of any of the roads or tracks on the Transferor's Land commensurate with the use made by the Transferee of such roads or tracks **PROVIDED THAT** the Transferee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Transferor's use of that track or road;
- 3.4 The Transferee shall not exhibit any notice or sign on the Transferor's Land without the prior written consent of the Transferor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this Clause 3.4 shall not prevent the Transferee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the Land Transport Safety Authority and must be removed when the operation has been completed;
- 3.5 The Transferee will ensure, at all times, in the exercise of the rights set out in this Transfer that its agents, employees or contractors will not obstruct or hamper the Transferor or its agents, employees and contractors, in its or their normal or reasonable use of the Transferor's Land;
- 3.6 Subject to Clauses 3.7 and 3.8, in the event that the Transferor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Transferee, then any necessary improvements and maintenance shall be at the sole cost of the Transferee;
- 3.7 When carrying out any repairs, maintenance or improvements to a road under Clauses 3.2 and 3.6, the Transferee shall not:
- 3.7.1 widen the road;
 - 3.7.2 alter the location of the road;
 - 3.7.3 alter the way in which the run-off from the road is disposed of;
 - 3.7.4 change the nature of the road surface; or
 - 3.7.5 park or store equipment or material on the Transferor's Land,
- without the Transferor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 3.8 The Transferee shall not erect any structures on the Transferor's Land or make any additions or alterations to existing structures or replace such structures unless the Transferee has obtained the Transferor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 3.9 The Transferee shall not at any time, except with the prior written approval of the Transferor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Transferor's Land nor shall the Transferee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Transferor;



SCHEDULE 6: EASEMENTS

PART 4: KOKOMOKA EASEMENT

- 3.10 The Transferee shall not, without the prior written approval of the Transferor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Transferor's Land, nor shall the Transferee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Transferor; and
- 3.11 The Transferee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Transferee to conduct the activities permitted by this Transfer.

4 TRANSFEROR'S RIGHTS

The Transferor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Transferor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Transferor shall furnish at the expense of the Transferee, keys to any locks fitted to any of the said gates.

5 COSTS

The Transferee shall be liable to the Transferor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Transferor arising from or incidental to the preparation, registration and enforcement of any provision in this Transfer.

- 6 LICENCE** [*this clause will be omitted if there is no Crown Forestry Licence at the time this easement is granted*]

The Transferor and the Transferee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Transferor's Land and this Transfer is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Transfer.

7 ASSIGNMENT

- 7.1 The Transferee may assign its rights and obligations under this Transfer to any one of the following who acquires land for an estate or interest in land from the Transferee and requires rights under this Transfer as the means of providing reasonable access to that land:
- 7.1.1 any Crown entity as defined in section 2(1) of the Public Finance Act 1989;
- 7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;
- 7.1.3 any person who holds the land in trust for the Transferee; or
- 7.1.4 any other person with the prior consent of the Transferor, which shall not be unreasonably withheld.

CNI FORESTS IWI COLLECTIVE DEED OF SETTLEMENT: SCHEDULES

SCHEDULE 6: EASEMENTS

PART 4: KOKOMOKA EASEMENT

- 7.2 As from the date of assignment the Transferee shall cease to have any liability whatsoever in respect of this Transfer and the Transferor agrees to release the Transferee from all obligations under this Transfer from that date, but only if the assignee enters into a deed of covenant with the Transferor agreeing to be bound by the terms of this Transfer from the date of release of the Transferee.

8 DELEGATION

All rights, benefits, and obligations of a party to this Transfer arising under this Transfer may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Transfer.

9 NOTICES

- 9.1 Any notices to be given by one party under this Transfer to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

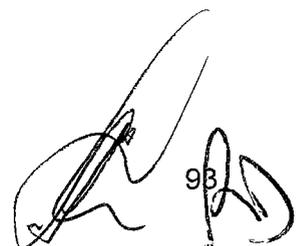
9.1.1 the Transferor's address as set out in paragraph 1 of the Schedule; and

9.1.2 the Transferee's address as set out in paragraph 2 of the Schedule.

- 9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

10 SEVERABILITY

If any part of this Transfer is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Transfer which shall remain in full force.

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CNI FORESTS IWI COLLECTIVE DEED OF SETTLEMENT: SCHEDULES

SCHEDULE 6: EASEMENTS

PART 4: KOKOMOKA EASEMENT

Continuation of "Attestation"

Signed for and on behalf of
CNI IWI HOLDINGS LIMITED as
Transferor by:

In the presence of:

Name:

Occupation:

Address:

Signed for and on behalf of **HER
MAJESTY THE QUEEN** as
Transferee by

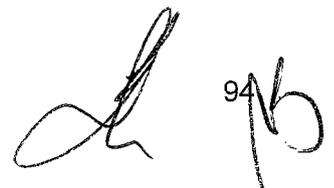
Henry Weston
**Conservator for the Bay of
Plenty Conservancy** acting for
the Minister of Conservation
under delegated authority
pursuant to sections 57 and 58
of the Conservation Act 1987
and section 41 of the State
Sector Act 1988

In the presence of:

Name:

Occupation:

Address:

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CNI FORESTS IWI COLLECTIVE DEED OF SETTLEMENT: SCHEDULES

SCHEDULE 6: EASEMENTS

PART 4: KOKOMOKA EASEMENT

FIRST SCHEDULE

1 TRANSFEROR'S ADDRESS:

CNI Iwi Holdings Limited

[Enter Address]

2 TRANSFEREE'S ADDRESS:

Department of Conservation
Bay of Plenty Conservancy
PO Box 1146
ROTORUA

PART 5: LAKE TARAWERA RESERVE EASEMENT

(Clause 7.14.2)

PART 5: LAKE TARAWERA RESERVE EASEMENT

LAKE TARAWERA RESERVE EASEMENT – WHAKAREWAREWA HIGHLANDS
CNI CROWN FORESTRY LICENCE

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Transfer Instrument, unless the context otherwise requires:

["**Crown Forestry Licence**" means a Crown forestry licence granted under section 14 of the Crown Forest Assets Act 1989; and

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Transferor's Land and includes the successors and assigns of the Crown Forestry Licensee.]

[These definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]

"**HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation**" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

1.2 Construction

In the construction of this Transfer unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Transfer;

1.2.2 references to Clauses and the Schedule are to the clauses and the schedule of this Transfer;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

2.1 The Transferor hereby grants to the Transferee a right of way in gross over that part of the Transferor's Land shown marked A – B (Middle Road) on the plan attached as the Second Schedule (subject to survey) together with the rights and powers set out in Schedule Four of the Land Transfer Regulations

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CNI FORESTS IWI COLLECTIVE DEED OF SETTLEMENT: SCHEDULES

SCHEDULE 6: EASEMENTS

PART 5: LAKE TARAWERA RESERVE EASEMENT

2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Transfer.

- 2.2 In consideration of the Transferor agreeing to enter into this Transfer the Transferee shall duly observe the obligations imposed on it under this Transfer.

3 OBLIGATIONS OF THE TRANSFEEE

The rights and powers conferred under Clause 2 are granted subject to the following conditions and obligations:

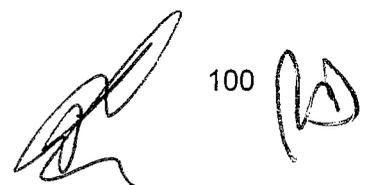
- 3.1 The Transferee shall when passing or re-passing over the Transferor's Land:
- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Transferor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
 - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Transferor;
 - 3.1.3 take all due care when taking any welding equipment over the Transferor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Transferor's Land without the prior written permission of the Transferor;
 - 3.1.4 immediately after passing through any gates on the Transferor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
 - 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Transferor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Transferor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 3.1.5):
 - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Transferor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;
- 3.2 Subject to Clauses 3.7 and 3.8, the Transferee shall, at its cost, repair to the satisfaction of the Transferor, any of the Transferor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Transferee;

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SCHEDULE 6: EASEMENTS

PART 5: LAKE TARAWERA RESERVE EASEMENT

- 3.3 The Transferee shall annually pay to the Transferor a proportion of the cost of maintenance of any of the roads or tracks on the Transferor's Land commensurate with the use made by the Transferee of such roads or tracks **PROVIDED THAT** the Transferee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Transferor's use of that track or road;
- 3.4 The Transferee shall not exhibit any notice or sign on the Transferor's Land without the prior written consent of the Transferor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this Clause 3.4 shall not prevent the Transferee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the Land Transport Safety Authority and must be removed when the operation has been completed;
- 3.5 The Transferee will ensure, at all times, in the exercise of the rights set out in this Transfer that its agents, employees or contractors will not obstruct or hamper the Transferor or its agents, employees and contractors, in its or their normal or reasonable use of the Transferor's Land;
- 3.6 Subject to Clauses 3.7 and 3.8, in the event that the Transferor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Transferee, then any necessary improvements and maintenance shall be at the sole cost of the Transferee;
- 3.7 When carrying out any repairs, maintenance or improvements to a road under Clauses 3.2 and 3.6, the Transferee shall not:
- 3.7.1 widen the road;
 - 3.7.2 alter the location of the road;
 - 3.7.3 alter the way in which the run-off from the road is disposed of;
 - 3.7.4 change the nature of the road surface; or
 - 3.7.5 park or store equipment or material on the Transferor's Land,
- without the Transferor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 3.8 The Transferee shall not erect any structures on the Transferor's Land or make any additions or alterations to existing structures or replace such structures unless the Transferee has obtained the Transferor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 3.9 The Transferee shall not at any time, except with the prior written approval of the Transferor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Transferor's Land nor shall the Transferee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Transferor;



SCHEDULE 6: EASEMENTS

PART 5: LAKE TARAWERA RESERVE EASEMENT

- 3.10 The Transferee shall not, without the prior written approval of the Transferor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Transferor's Land, nor shall the Transferee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Transferor; and
- 3.11 The Transferee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Transferee to conduct the activities permitted by this Transfer.

4 TRANSFEROR'S RIGHTS

The Transferor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Transferor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Transferor shall furnish at the expense of the Transferee, keys to any locks fitted to any of the said gates.

5 COSTS

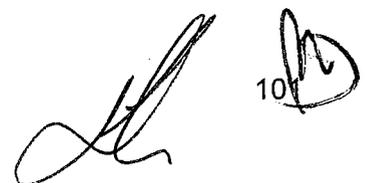
The Transferee shall be liable to the Transferor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Transferor arising from or incidental to the preparation, registration and enforcement of any provision in this Transfer.

6 LICENCE [*this clause will be omitted if there is no Crown Forestry Licence at the time this easement is granted*]

The Transferor and the Transferee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Transferor's Land and this Transfer is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Transfer.

7 ASSIGNMENT

- 7.1 The Transferee may assign its rights and obligations under this Transfer to any one of the following who acquires land for an estate or interest in land from the Transferee and requires rights under this Transfer as the means of providing reasonable access to that land:
- (a) any Crown entity as defined in section 2(1) of the Public Finance Act 1989;
 - (b) any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;
 - (c) any person who holds the land in trust for the Transferee; or
 - (d) any other person with the prior consent of the Transferor, which shall not be unreasonably withheld.



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SCHEDULE 6: EASEMENTS

PART 5: LAKE TARAWERA RESERVE EASEMENT

- 7.2 As from the date of assignment the Transferee shall cease to have any liability whatsoever in respect of this Transfer and the Transferor agrees to release the Transferee from all obligations under this Transfer from that date, but only if the assignee enters into a deed of covenant with the Transferor agreeing to be bound by the terms of this Transfer from the date of release of the Transferee.

8 DELEGATION

All rights, benefits, and obligations of a party to this Transfer arising under this Transfer may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Transfer.

9 NOTICES

- 9.1 Any notices to be given by one party under this Transfer to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

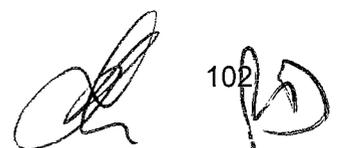
9.1.1 the Transferor's address as set out in paragraph 1 of the First Schedule; and

9.1.2 the Transferee's address as set out in paragraph 2 of the First Schedule.

- 9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

10 SEVERABILITY

If any part of this Transfer is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Transfer which shall remain in full force.

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CNI FORESTS IWI COLLECTIVE DEED OF SETTLEMENT: SCHEDULES

SCHEDULE 6: EASEMENTS

PART 5: LAKE TARAWERA RESERVE EASEMENT

Continuation of "Attestation"

Signed for and on behalf of
CNI IWI HOLDINGS LIMITED as
Transferor by:

In the presence of:

Name:

Occupation:

Address:

Signed for and on behalf of **HER
MAJESTY THE QUEEN** as
Transferee by

Henry Weston
**Conservator for the Bay of
Plenty Conservancy** acting for
the Minister of Conservation
under delegated authority
pursuant to sections 57 and 58
of the Conservation Act 1987
and section 41 of the State
Sector Act 1988

In the presence of:

Name:

Occupation:

Address:

Handwritten signatures and initials at the bottom right of the page. There are two distinct signatures, one appearing to be a stylized 'H' and the other a circular mark with a vertical line through it.

SCHEDULE 6: EASEMENTS

PART 5: LAKE TARAWERA RESERVE EASEMENT

FIRST SCHEDULE

1 TRANSFEROR'S ADDRESS:

CNI Iwi Holdings Limited

[Enter Address]

2 TRANSFEREE'S ADDRESS:

Department of Conservation
Bay of Plenty Conservancy
PO Box 1146
ROTORUA

**PART 6: NORTHERN WHIRINAKI FOREST PARK
EASEMENT**

(Clause 7.14.3)

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SCHEDULE 6: EASEMENTS

PART 6: NORTHERN WHIRINAKI FOREST PARK EASEMENT

NORTHERN WHIRINAKI FOREST PARK EASEMENT – WHIRINAKI CNI CROWN FORESTRY LICENCE

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Transfer Instrument, unless the context otherwise requires:

["**Crown Forestry Licence**" means a Crown forestry licence granted under section 14 of the Crown Forest Assets Act 1989;

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Transferor's Land and includes the successors and assigns of the Crown Forestry Licensee; and]

[These definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]

"**HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation**" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

1.2 Construction

In the construction of this Transfer unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Transfer;

1.2.2 references to Clauses and the Schedule are to the clauses and the schedule of this Transfer;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

2.1 The Transferor hereby grants to the Transferee a right of way in gross over that part of the Transferor's Land shown marked A – B (Te Papa Access Road – Maori Roadway - Part ML 21939) on the map attached as the Second Schedule (subject to new compiled plan) together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the

SCHEDULE 6: EASEMENTS

PART 6: NORTHERN WHIRINAKI FOREST PARK EASEMENT

extent that they are modified, varied or negated by the terms and conditions set out in this Transfer.

- 2.2 In consideration of the Transferor agreeing to enter into this Transfer the Transferee shall duly observe the obligations imposed on it under this Transfer.

3 OBLIGATIONS OF THE TRANSFEEE

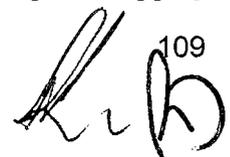
The rights and powers conferred under Clause 2 are granted subject to the following conditions and obligations:

- 3.1 The Transferee shall when passing or re-passing over the Transferor's Land:
- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Transferor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
 - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Transferor;
 - 3.1.3 take all due care when taking any welding equipment over the Transferor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Transferor's Land without the prior written permission of the Transferor;
 - 3.1.4 immediately after passing through any gates on the Transferor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
 - 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Transferor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Transferor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 3.1.5):
 - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Transferor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;
- 3.2 Subject to Clauses 3.7 and 3.8, the Transferee shall, at its cost, repair to the satisfaction of the Transferor, any of the Transferor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Transferee;

SCHEDULE 6: EASEMENTS

PART 6: NORTHERN WHIRINAKI FOREST PARK EASEMENT

- 3.3 The Transferee shall annually pay to the Transferor a proportion of the cost of maintenance of any of the roads or tracks on the Transferor's Land commensurate with the use made by the Transferee of such roads or tracks **PROVIDED THAT** the Transferee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Transferor's use of that track or road;
- 3.4 The Transferee shall not exhibit any notice or sign on the Transferor's Land without the prior written consent of the Transferor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this Clause 3.4 shall not prevent the Transferee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the Land Transport Safety Authority and must be removed when the operation has been completed;
- 3.5 The Transferee will ensure, at all times, in the exercise of the rights set out in this Transfer that its agents, employees or contractors will not obstruct or hamper the Transferor or its agents, employees and contractors, in its or their normal or reasonable use of the Transferor's Land;
- 3.6 Subject to Clauses 3.7 and 3.8, in the event that the Transferor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Transferee, then any necessary improvements and maintenance shall be at the sole cost of the Transferee;
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Transferee shall not:
- 3.7.1 widen the road;
 - 3.7.2 alter the location of the road;
 - 3.7.3 alter the way in which the run-off from the road is disposed of;
 - 3.7.4 change the nature of the road surface; or
 - 3.7.5 park or store equipment or material on the Transferor's Land,
- without the Transferor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 3.8 The Transferee shall not erect any structures on the Transferor's Land or make any additions or alterations to existing structures or replace such structures unless the Transferee has obtained the Transferor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 3.9 The Transferee shall not at any time, except with the prior written approval of the Transferor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Transferor's Land nor shall the Transferee authorise such cutting down, pulling out, digging

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SCHEDULE 6: EASEMENTS

PART 6: NORTHERN WHIRINAKI FOREST PARK EASEMENT

up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Transferor;

- 3.10 The Transferee shall not, without the prior written approval of the Transferor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Transferor's Land, nor shall the Transferee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Transferor; and
- 3.11 The Transferee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Transferee to conduct the activities permitted by this Transfer.

4. TRANSFEROR'S RIGHTS

The Transferor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Transferor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Transferor shall furnish at the expense of the Transferee, keys to any locks fitted to any of the said gates.

5. COSTS

The Transferee shall be liable to the Transferor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Transferor arising from or incidental to the preparation, registration and enforcement of any provision in this Transfer.

- 6. LICENCE** [*this clause will be omitted if there is no Crown Forestry Licence at the time this easement is granted*]

The Transferor and the Transferee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Transferor's Land and this Transfer is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Transfer.

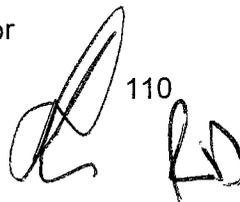
7 ASSIGNMENT

- 7.1 The Transferee may assign its rights and obligations under this Transfer to any one of the following who acquires land for an estate or interest in land from the Transferee and requires rights under this Transfer as the means of providing reasonable access to that land:

7.1.1 any Crown entity as defined in section 2(1) of the Public Finance Act 1989;

7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

7.1.3 any person who holds the land in trust for the Transferee; or

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CNI FORESTS IWI COLLECTIVE DEED OF SETTLEMENT: SCHEDULES

SCHEDULE 6: EASEMENTS

PART 6: NORTHERN WHIRINAKI FOREST PARK EASEMENT

7.1.4 any other person with the prior consent of the Transferor, which shall not be unreasonably withheld.

7.2 As from the date of assignment the Transferee shall cease to have any liability whatsoever in respect of this Transfer and the Transferor agrees to release the Transferee from all obligations under this Transfer from that date, but only if the assignee enters into a deed of covenant with the Transferor agreeing to be bound by the terms of this Transfer from the date of release of the Transferee.

8 DELEGATION

All rights, benefits, and obligations of a party to this Transfer arising under this Transfer may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Transfer.

9 NOTICES

9.1 Any notices to be given by one party under this Transfer to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

9.1.1 the Transferor's address as set out in paragraph 1 of the First Schedule; and

9.1.2 the Transferee's address as set out in paragraph 2 of the First Schedule.

9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

10 SEVERABILITY

If any part of this Transfer is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Transfer which shall remain in full force.



SCHEDULE 6: EASEMENTS

PART 6: NORTHERN WHIRINAKI FOREST PARK EASEMENT

Continuation of "Attestation"

Signed for and on behalf of
CNI IWI HOLDINGS LIMITED as
Transferor by:

In the presence of:

Name:

Occupation:

Address:

Signed for and on behalf of **HER
MAJESTY THE QUEEN** as
Transferee by

Henry Weston
**Conservator for the Bay of
Plenty Conservancy** acting for
the Minister of Conservation
under delegated authority
pursuant to sections 57 and 58
of the Conservation Act 1987
and section 41 of the State
Sector Act 1988

In the presence of:

Name:

Occupation:

Address:



SCHEDULE 6: EASEMENTS

PART 6: NORTHERN WHIRINAKI FOREST PARK EASEMENT

FIRST SCHEDULE

1 TRANSFEROR'S ADDRESS:

CNI Iwi Holdings Limited]

[Enter Address]

2 TRANSFEREE'S ADDRESS:

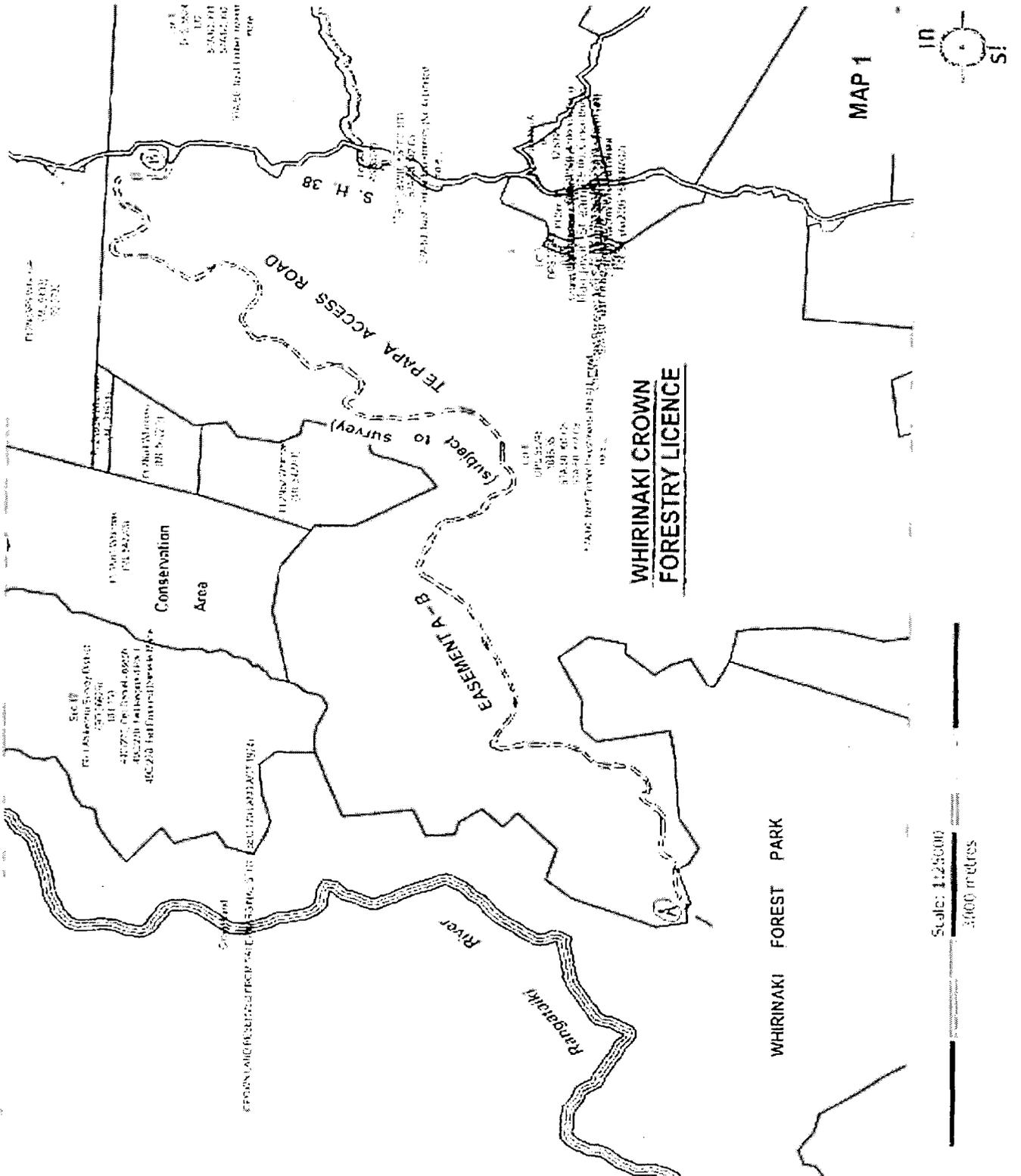
Department of Conservation
Bay of Plenty Conservancy
PO Box 1146
ROTORUA



SCHEDULE 6: EASEMENTS

PART 6: NORTHERN WHIRINAKI FOREST PARK EASEMENT

SECOND SCHEDULE



Scale: 1:25,000
3000 metres

PART 7: PUBLIC RIGHT OF WAY EASEMENT

(Clause 7.20.1(a))



PART 7: PUBLIC RIGHT OF WAY EASEMENT

PUBLIC RIGHT OF WAY EASEMENT

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In this Easement Instrument, unless the context otherwise requires:

“**Crown Forestry Licence**” means the Crown Forestry Licence in computer interest register [] between Her Majesty the Queen and the Licensee;

“**Land**” means the land described in the Schedule and includes any part thereof;

“**Licensee**” means [] and also includes the assignees from time to time of the Licensee’s interest under the Crown Forestry Licence;

“**Occupier**” means the Transferor and the Transferor’s lessees, licencees and other occupiers;

“**Transferee**” also includes members of the general public; and

“**Transferor**” also includes the Transferor’s successors in title of the Land.

1.2 Construction

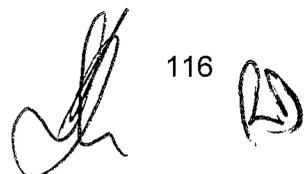
In the construction of this Easement Instrument unless the context otherwise requires:

- (a) the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;
- (b) references to clauses and the Schedule are to the clauses and the schedule of this Easement Instrument; and
- (c) the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

Subject to clause 4, the Transferor grants to the Transferee the free full right, liberty and licence to go and repass over and along the Land, on foot, for recreational purposes, provided that the Occupier may close or otherwise control the entry and the use of the Land only for reasons relating to:

- (a) the safety of the public or of those working on the Land;
- (b) the protection of the trees, buildings, plant, equipment and related items on the Land; or



SCHEDULE 6: EASEMENTS

PART 7: PUBLIC RIGHT OF WAY EASEMENT

- (c) the protection of a registered wahi tapu or a wahi tapu area within the meaning of the Historic Places Act 1993.

3 ACKNOWLEDGEMENT

The Transferee and the Transferor acknowledge that:

- (a) the Land is subject to the Crown Forestry Licence;
- (b) during the term of the Crown Forestry Licence, clause 6.2 of the Crown Forestry Licence allows the public to enter and use the Land for recreational purposes pursuant to [clause 10 of the Central North Island Forests Land Collective Settlement Bill].

4 ACCESS RIGHTS DELAYED

Notwithstanding clause 2 of this Easement Instrument:

- (a) the access rights granted under this Easement Instrument cannot be exercised in respect of any part of the Land until the Crown Forestry Licence in relation to that part of the Land ends (whether by expiry, cancellation or termination or any other reason);
- (b) the access rights will be effective immediately in relation to that part of the Land on such end of the Crown Forestry Licence; and
- (c) to the intent that when the Crown Forestry Licence no longer applies to the whole of the Land, subject to any closure or control measures for the purposes set out in paragraphs (a) to (c) of clause 2, the access rights may be exercised over all of the Land.

5 OCCUPIER NOT REQUIRED TO MAINTAIN ROAD

Nothing in this Easement Instrument requires the Occupier to maintain any road, track or other accessway on the Land.

EXECUTION

[]



SCHEDULE 6: EASEMENTS

PART 7: PUBLIC RIGHT OF WAY EASEMENT

SCHEDULE

LAND

[Insert computer freehold register and legal description for the land subject to this easement.
Note: There will be one easement for the block of land subject to each Crown Forestry Licence]

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PART 8: TOKORANGI EASEMENT

(Clause 7.20.1(b))

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SCHEDULE 6: EASEMENTS

PART 8: TOKORANGI EASEMENT

TOKORANGI EASEMENT

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In this Easement Instrument, unless the context otherwise requires:

“**Crown Forestry Licence**” means the Crown Forestry Licence in computer interest register SA60D/700 between Her Majesty the Queen and the Licensee;

“**Land**” means the land described in the First Schedule and includes any part thereof;

“**Licensee**” means the Rotorua District Council and also includes the assignees from time to time of the Licensee’s interest under the Crown Forestry Licence;

“**Occupier**” means the Transferor and the Transferor’s lessees, licencees and other occupiers;

“**Transferee**” also includes members of the general public; and

“**Transferor**” also includes the Transferor’s successors in title of the Land.

1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

- (a) the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;
- (b) references to Clauses and the Schedule are to the clauses and the schedule of this Easement Instrument; and
- (c) the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

Subject to clause 4, The Transferor grants to the Transferee the free full right, liberty and licence to go and repass over and along the Land, on foot or on bicycle or on horseback for recreational purposes, provided that the Occupier may close or otherwise control the entry and the use of the Land only for reasons relating to:

- (a) the safety of the public or of those working on the Land;
- (b) the protection of the trees, buildings, plant, equipment and related items on the Land; or

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SCHEDULE 6: EASEMENTS

PART 8: TOKORANGI EASEMENT

- (c) the protection of a registered wahi tapu or a wahi tapu area within the meaning of the Historic Places Act 1993.

3 ACKNOWLEDGEMENT

The Transferee and the Transferor acknowledge that:

- (a) the Land is subject to the Crown Forestry Licence;
- (b) during the term of the Crown Forestry Licence, clause 6.2 of the Crown Forestry Licence allows the public to enter and use the Land for recreational purposes pursuant to [clause 10 of the Central North Island Forests Land Collective Settlement Bill].

4 ACCESS RIGHTS DELAYED

Notwithstanding clause 2 of this Easement Instrument:

- (a) the access rights granted under this Easement Instrument cannot be exercised in respect of any part of the Land until the Crown Forestry Licence in relation to that part of the Land ends (whether by expiry, cancellation or termination or any other reason);
- (b) the access rights will be effective immediately in relation to that part of the Land on such end of the Crown Forestry Licence; and
- (c) to the intent that when the Crown Forestry Licence no longer applies to the whole of the Land, subject to any closure or control measures for the purposes set out in paragraphs (a) to (c) of clause 2, the access rights may be exercised over all of the Land.

5 OCCUPIER NOT REQUIRED TO MAINTAIN ROAD

Nothing in this Easement Instrument requires the Occupier to maintain any road, track or other accessway on the Land.

EXECUTION

[]

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CNI FORESTS IWI COLLECTIVE DEED OF SETTLEMENT: SCHEDULES

SCHEDULE 6: EASEMENTS

PART 8: TOKORANGI EASEMENT

SCHEDULE

LAND

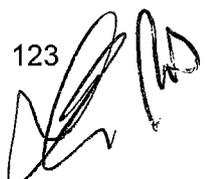
Lots 2 and 3 DPS 54801.



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PART 9: WHAKA EASEMENT

(Clause 7.20.1(c))

A handwritten signature in black ink, consisting of several loops and strokes, located in the bottom right corner of the page.

SCHEDULE 6: EASEMENTS

PART 9: WHAKA EASEMENT

WHAKA EASEMENT

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In this Easement Instrument, unless the context otherwise requires:

“**Crown Forestry Licence**” means the Crown Forestry Licence in computer interest register SA60D/750 between Her Majesty the Queen and the Licensee;

“**Land**” means the land described in the Schedule and includes any part thereof;

“**Licensee**” means KT1 CO and KT2 CO and NZSF Timber Investments (NO 4) Limited and also includes the assignees from time to time of the Licensee’s interest under the Crown Forestry Licence;

“**Occupier**” means the Transferor and the Transferor’s lessees, licencees and other occupiers;

“**Transferee**” also includes members of the general public; and

“**Transferor**” also includes the Transferor’s successors in title of the Land.

1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

- (a) the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;
- (b) references to clauses and the Schedule are to the clauses and the schedule of this Easement Instrument; and
- (c) the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

Subject to clause 4, the Transferor grants to the Transferee the free full right, liberty and licence to go and repass over and along the Land, on foot or on bicycle or on horseback for the recreational purposes, provided that the Occupier may close or otherwise control the entry and the use of the Land only for reasons relating to:

- (a) the safety of the public or of those working on the Land;


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CNI FORESTS IWI COLLECTIVE DEED OF SETTLEMENT: SCHEDULES

SCHEDULE 6: EASEMENTS

PART 9: WHAKA EASEMENT

- (b) the protection of the trees, buildings, plant, equipment and related items on the Land; or
- (c) the protection of a registered wahi tapu or a wahi tapu area within the meaning of the Historic Places Act 1993.

3 ACKNOWLEDGEMENT

The Transferee and the Transferor acknowledge that:

- (a) the Land is subject to the Crown Forestry Licence;
- (b) during the term of the Crown Forestry Licence, clause 6.2 of the Crown Forestry Licence allows the public to enter and use the Land for recreational purposes pursuant to [clause 10 of the Central North Island Forests Land Collective Settlement Bill].

4 ACCESS RIGHTS DELAYED

Notwithstanding clause 2 of this Easement Instrument:

- (a) the access rights granted under this Easement Instrument cannot be exercised in respect of any part of the Land until the Crown Forestry Licence in relation to that part of the Land ends (whether by expiry, cancellation or termination or any other reason);
- (b) the access rights will be effective immediately in relation to that part of the Land on such end of the Crown Forestry Licence; and
- (c) to the intent that when the Crown Forestry Licence no longer applies to the whole of the Land, subject to any closure or control measures for the purposes set out in paragraphs (a) to (c) of clause 2, the access rights may be exercised over all of the Land.

5 OCCUPIER NOT REQUIRED TO MAINTAIN ROAD

Nothing in this Easement Instrument requires the Occupier to maintain any road, track or other accessway on the Land.

EXECUTION

[]

Handwritten signature and initials in the bottom right corner of the page.

CNI FORESTS IWI COLLECTIVE DEED OF SETTLEMENT: SCHEDULES

SCHEDULE 6: EASEMENTS

PART 9: WHAKA EASEMENT

SCHEDULE

LAND

Shown as E1, E2, E3, E4, E5, E6, E7, E8, E9, AA, B, S, AI, AJ, Y, Z, AB, AC, AD, BB1, AZ, AV, AE, AF, AG, AH, ZZ, C, D, E, F, L, H, I, J, V, AT, AS, AU, BF, BG, BE, BK, BL and ZY on SO 388233



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PART 10: MATEA EASEMENT

(Clause 7.20.1(d))



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**MATEA EASEMENT - KAINGAROA MATEA CNI CROWN
FORESTRY LICENCE**

A. CREATION OF EASEMENT

This easement is granted by Her Majesty the Queen in right of New Zealand acting by the Minister for State Owned Enterprises and the Minister of Finance under section 8 of the Crown Forests Act 1989 as provided for by clause 11 of the Central North Island Forests Land Collective Settlement Bill in respect of the land being 20,734.1680 hectares, more or less, situated in the Land Registration District of South Auckland, being Lots 1, 2, 3, 4, 5, 6 and 7 Deposited Plan 20756, Lot 8 Deposited Plan 20757, Lots 9, 10, 11 and 12 Deposited Plan 21389, Pukahunui No 2 Block Deposited Plan 22305, Lots 16 and 17 Deposited Plan 23613, Lots 18 and 19 Deposited Plan 23614, Lot 20 Deposited Plan 23615, Lot 4 Deposited Plan South Auckland 54197, Lot 2 Deposited Plan South Auckland 54742, Lot 3 Deposited Plan South Auckland 54743, Lot 4 Deposited Plan South Auckland 54744, Lot 5 Deposited Plan South Auckland 54745, Lot 6 Deposited Plan South Auckland 54746, Lot 1 Deposited Plan South Auckland 65623, Lot 1 Deposited Plan South Auckland 55288, Lot 1 Deposited Plan South Auckland 56447 and Lot 6 Deposited Plan South Auckland 65624.

B. DESCRIPTION OF LAND SUBJECT TO THIS EASEMENT

Part Lot 6 Deposited Plan South Auckland 65624 and Part Lot 5 Deposited Plan South Auckland 54745 being more particularly shown marked A-B-C and B-D (Pine Milling Road) on the map attached as the First Schedule (subject to survey) and A-B (Access off Waipunga Valley Road to Opureke Track end) on the map attached as the Second Schedule (subject to survey).

C. NATURE OF THE ACCESS RIGHT

The purpose of this easement is to permit and allow access by the public over and across that part of the Land described in Section B subject to the terms and conditions specified in Section D.

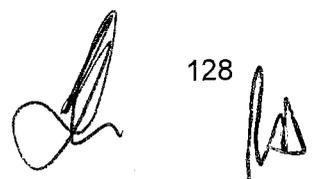
D. TERMS AND CONDITIONS OF THIS PUBLIC ACCESS EASEMENT

The terms and conditions of this easement determined in accordance with section 24(3) of the Act are as follows:

1. Definitions

In this easement the following terms shall have the meanings attached to them in this Clause 1:

- 1.1 "the **Access Areas**" means the land defined in Section B;
- 1.2 "the **Act**" means the Crown Forest Assets Act 1989;
- 1.3 "the **Crown**" means Her Majesty the Queen in right of New Zealand;
- 1.4 "the **Land**" means the Land defined in Section A; and



SCHEDULE 6: EASEMENTS

PART 10: MATEA EASEMENT

1.5 "the **Occupier**" means the occupier of the Land whether or not the Occupier is the owner of the Land and includes:

1.5.1 the licensee of any Crown forestry licence granted over the Land; and

1.5.2 the executors, administrators, successors, assigns, licensees, servants, agents, contractors, visitors and any other person on the Land with the express or implied consent of the Occupier.

2. **Construction**

2.1 In this easement, unless the context otherwise requires any reference to Sections or Clauses are references to sections or clauses of this easement.

2.2 Any headings in this easement have been inserted for convenience only and shall not in any way limit or govern the construction of the terms of this easement.

3. **Duration of Easement**

3.1 This easement shall, to the extent permitted by law, continue to apply in respect of the Access Areas notwithstanding the termination of the Kaingaroa Matea Crown Forestry Licence and notwithstanding that upon such termination the terms and conditions of this easement may cease to apply to the licensee under the said Crown forestry licence.

3.2 This easement may only be varied or cancelled in accordance with sections 26 or 28 of the Act.

4. **Occupier to Permit Access**

The Occupier shall permit and allow access by the public over and across the Access Areas on foot or on horseback or on bicycle or on motorcycle or in light motor vehicles provided that the Occupier may close or otherwise restrict the use of the Access Areas only:

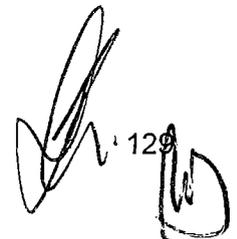
4.1 during the hours of darkness;

4.2 for reasons relating to the safety of those using the Access Areas or of those working on the Land; or

4.3 for reasons relating to the protection of the trees, buildings, plant, equipment and related items on the land.

5. **Occupier not Required to Maintain Road**

5.1 The Occupier shall not be required to maintain any road, track or other access way on the Access Areas which is not required by the Occupier for its own use, provided that, in the event that the failure to maintain any road, track or access way leads to full or partial closure of the Access Areas for reasons of the safety of those using the Access Areas, then the Occupier shall notify the Crown of such full or partial closure.



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SCHEDULE 6: EASEMENTS

PART 10: MATEA EASEMENT

6. Notices to be Displayed

The Occupier shall, at the expense of the Crown, erect and keep maintained appropriate notices indicating the existence of the Access Areas and of any general conditions relating to their use.

7. Notices of Closure to be Displayed

In the event of any closure of the Access Areas under Clause 4.2 or 4.3, the Occupier shall cause notices indicating such closure to be displayed alongside any notices erected in accordance with Clause 6.

8. Indemnity

The indemnity given by the licensee in Clause 11.1 of the Kaingaroa Matea Crown Forestry Licence applying to the Land, shall not apply to any actions, claims, damages, demands, awards and proceedings brought or prosecuted against the Crown nor to any loss, damage, cost or expense suffered or incurred by the Crown which are based upon or arise out of or are connected with any act, omission, neglect, breach or default on the part of any person who has entered the Access Areas as a consequence of this easement, unless such actions, claims, damages, demands, awards proceedings, loss, damage, cost or expense are the direct result of negligence on the part of the licensee.

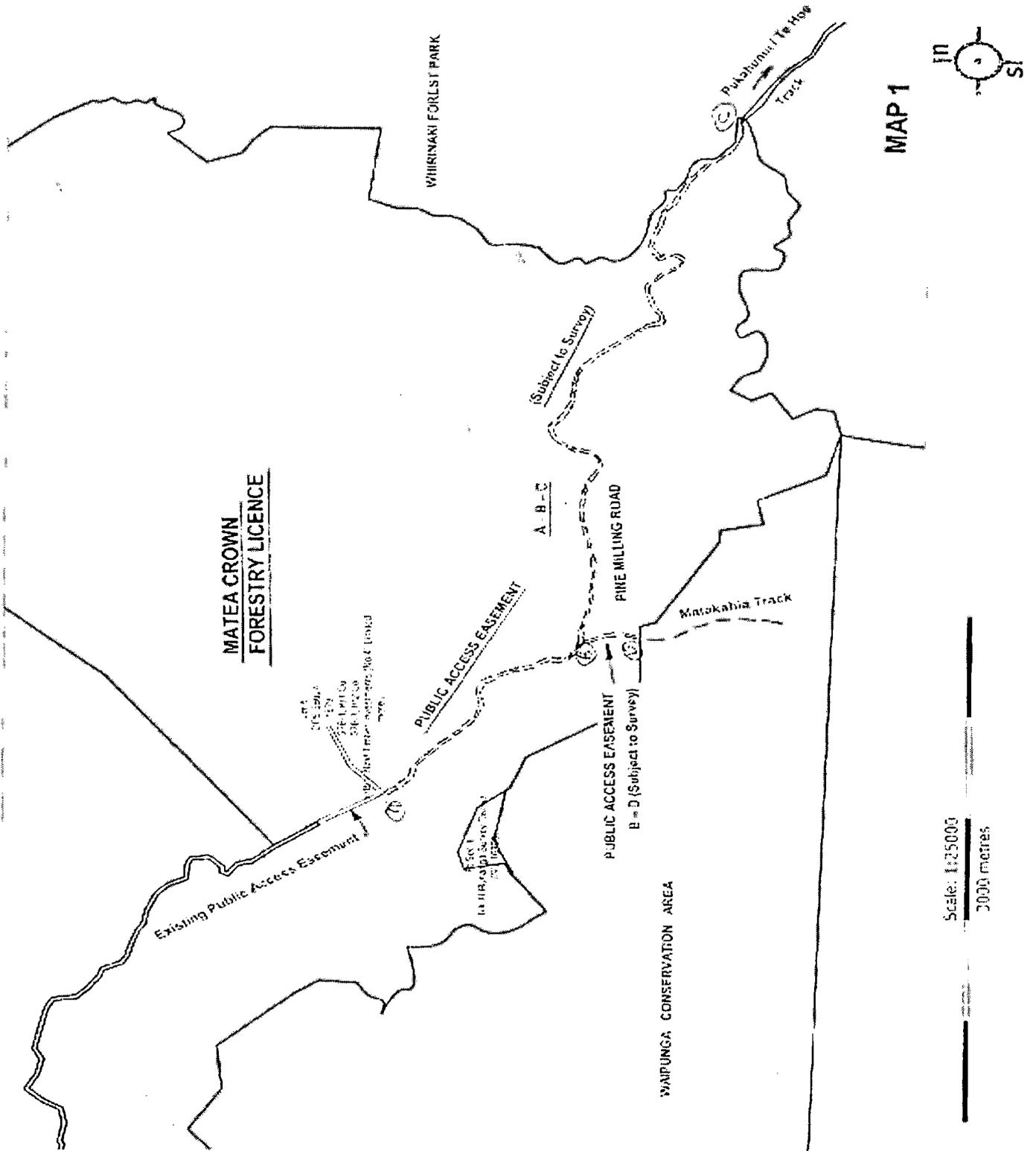

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CNI FORESTS IWI COLLECTIVE DEED OF SETTLEMENT: SCHEDULES

SCHEDULE 6: EASEMENTS

PART 10: MATEA EASEMENT

FIRST SCHEDULE

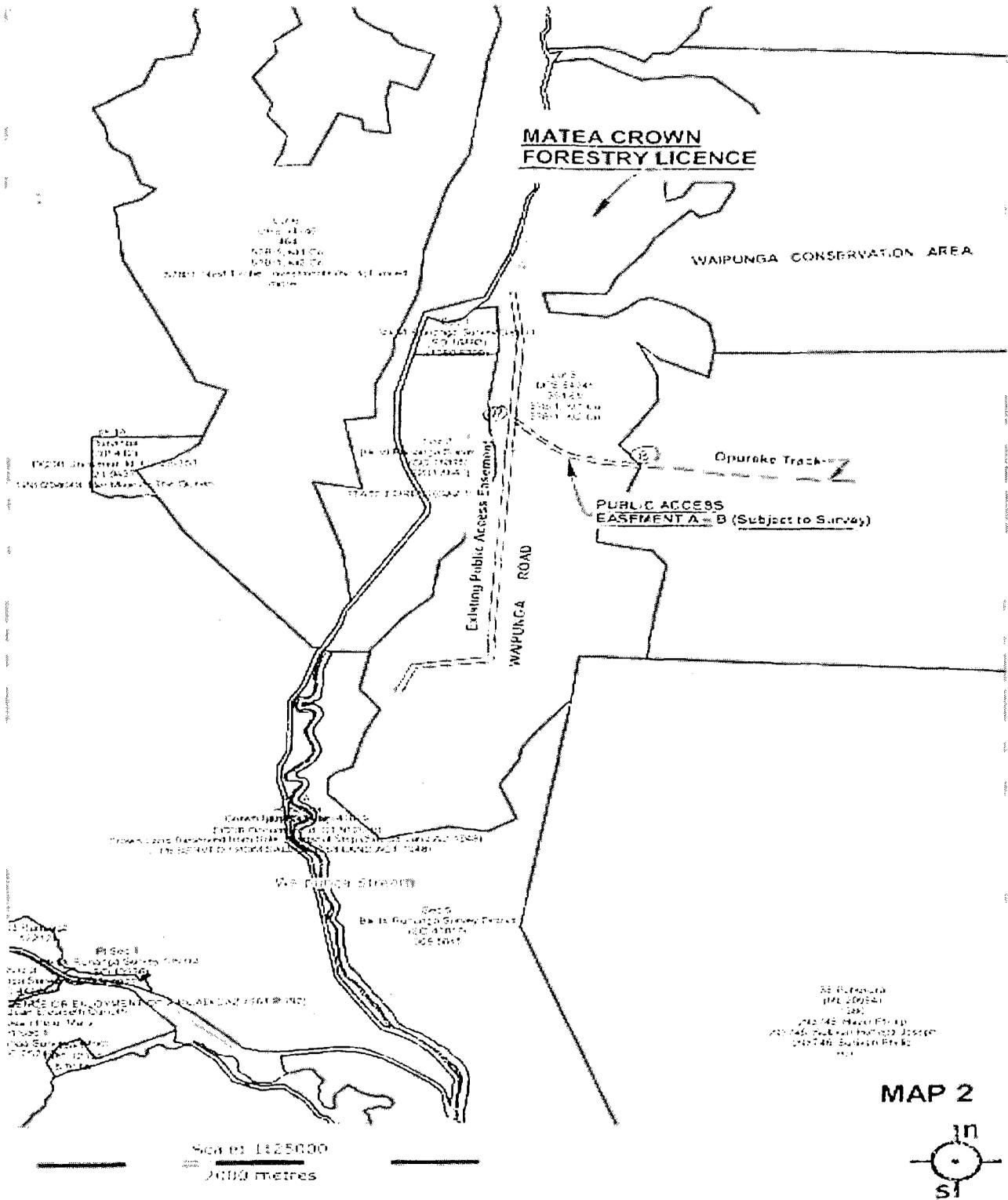


CNI FORESTS IWI COLLECTIVE DEED OF SETTLEMENT: SCHEDULES

SCHEDULE 6: EASEMENTS

PART 10: MATEA EASEMENT

SECOND SCHEDULE

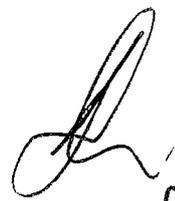


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PART 11: WHIRINAKI EASEMENT

(Clause 7.20.1(e))


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SCHEDULE 6: EASEMENTS

PART 11: WHIRINAKI EASEMENT

WHIRINAKI EASEMENT – KAINGAROA WHIRINAKI CNI CROWN FORESTRY LICENCE

A. CREATION OF EASEMENT

This easement is granted by Her Majesty the Queen in right of New Zealand acting by the Minister for State Owned Enterprises and the Minister of Finance under section 8 of the Crown Forests Act 1989 as provided for by section 10 of the Central North Island Forests Land Collective Settlement Bill in respect of that land being 7,489.4610 hectares, more or less, situated in the Land Registration District of South Auckland and being Lot 1 DPS 53142, Lots 1 and 2 DPS 53893, Lot 1 DPS 55243, Lots 1 and 2 DPS 55244, Lots 1, 2 and 3 DPS 55245, Lot 1 DPS 57694 and Lot 1 DPS 63738.

B. DESCRIPTION OF LAND SUBJECT TO THIS EASEMENT

Part Lot 1 and Lot 2 DPS 53893 being more particularly shown marked A-B-C on the map attached as the Schedule (subject to survey).

C. NATURE OF THE ACCESS RIGHT

The purpose of this easement is to permit and allow access by the public over and across that part of the Land described in Section B subject to the terms and conditions specified in Section D.

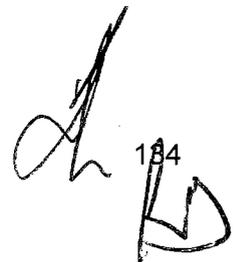
D. TERMS AND CONDITIONS OF THIS PUBLIC ACCESS EASEMENT

The terms and conditions of this easement determined in accordance with section 24(3) of the Act are as follows:

1. Definitions

In this easement the following terms shall have the meanings attached to them in this Clause 1:

- 1.1 "the **Access Areas**" means the land defined in Section B;
- 1.2 "the **Act**" means the Crown Forest Assets Act 1989;
- 1.3 "the **Crown**" means Her Majesty the Queen in right of New Zealand;
- 1.4 "the **Land**" means the Land defined in Section A; and
- 1.5 "the **Occupier**" means the occupier of the Land whether or not the Occupier is the owner of the Land and includes:
 - 1.5.1 the licensee of any Crown forestry licence granted over the Land; and
 - 1.5.2 the executors, administrators, successors, assigns, licensees, servants, agents, contractors, visitors and any other person on the Land with the express or implied consent of the Occupier.



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SCHEDULE 6: EASEMENTS

PART 11: WHIRINAKI EASEMENT

2. **Construction**

- 2.1 In this easement, unless the context otherwise requires any reference to Sections or Clauses are references to sections or clauses of this easement.
- 2.2 Any headings in this easement have been inserted for convenience only and shall not in any way limit or govern the construction of the terms of this easement.

3. **Duration of Easement**

- 3.1 This easement shall, to the extent permitted by law, continue to apply in respect of the Access Areas notwithstanding the termination of the Kaingaroa Whirinaki CNI Crown Forestry Licence and notwithstanding that upon such termination the terms and conditions of this easement may cease to apply to the licensee under the said Kaingaroa Whirinaki CNI Crown Forestry Licence.
- 3.2 This easement may only be varied or cancelled in accordance with sections 26 or 28 of the Act.

4. **Occupier to Permit Access**

The Occupier shall permit and allow access by the public over and across the Access Areas on foot or on horseback or on bicycle or on motorcycle or in light motor vehicles provided that the Occupier may close or otherwise restrict the use of the Access Areas only:

- 4.1 during the hours of darkness;
- 4.2 for reasons relating to the safety of those using the Access Areas or of those working on the Land; or
- 4.3 for reasons relating to the protection of the trees, buildings, plant, equipment and related items on the land.

5. **Occupier not Required to Maintain Road**

The Occupier shall not be required to maintain any road, track or other access way on the Access Areas which is not required by the Occupier for its own use, provided that, in the event that the failure to maintain any road, track or access way leads to full or partial closure of the Access Areas for reasons of the safety of those using the Access Areas, then the Occupier shall notify the Crown of such full or partial closure.

6. **Notices to be Displayed**

The Occupier shall, at the expense of the Crown, erect and keep maintained appropriate notices indicating the existence of the Access Areas and of any general conditions relating to their use.



SCHEDULE 6: EASEMENTS

PART 11: WHIRINAKI EASEMENT

7. **Notices of Closure to be Displayed**

In the event of any closure of the Access Areas under Clause 4.2 or 4.3, the Occupier shall cause notices indicating such closure to be displayed alongside any notices erected in accordance with Clause 6.

8. **Indemnity**

The indemnity given by the licensee in Clause 11.1 of the Kaingaroa Whirinaki CNI Crown Forestry Licence applying to the Land, shall not apply to any actions, claims, damages, demands, awards and proceedings brought or prosecuted against the Crown nor to any loss, damage, cost or expense suffered or incurred by the Crown which are based upon or arise out of or are connected with any act, omission, neglect, breach or default on the part of any person who has entered the Access Areas as a consequence of this easement, unless such actions, claims, damages, demands, awards proceedings, loss, damage, cost or expense are the direct result of negligence on the part of the licensee.

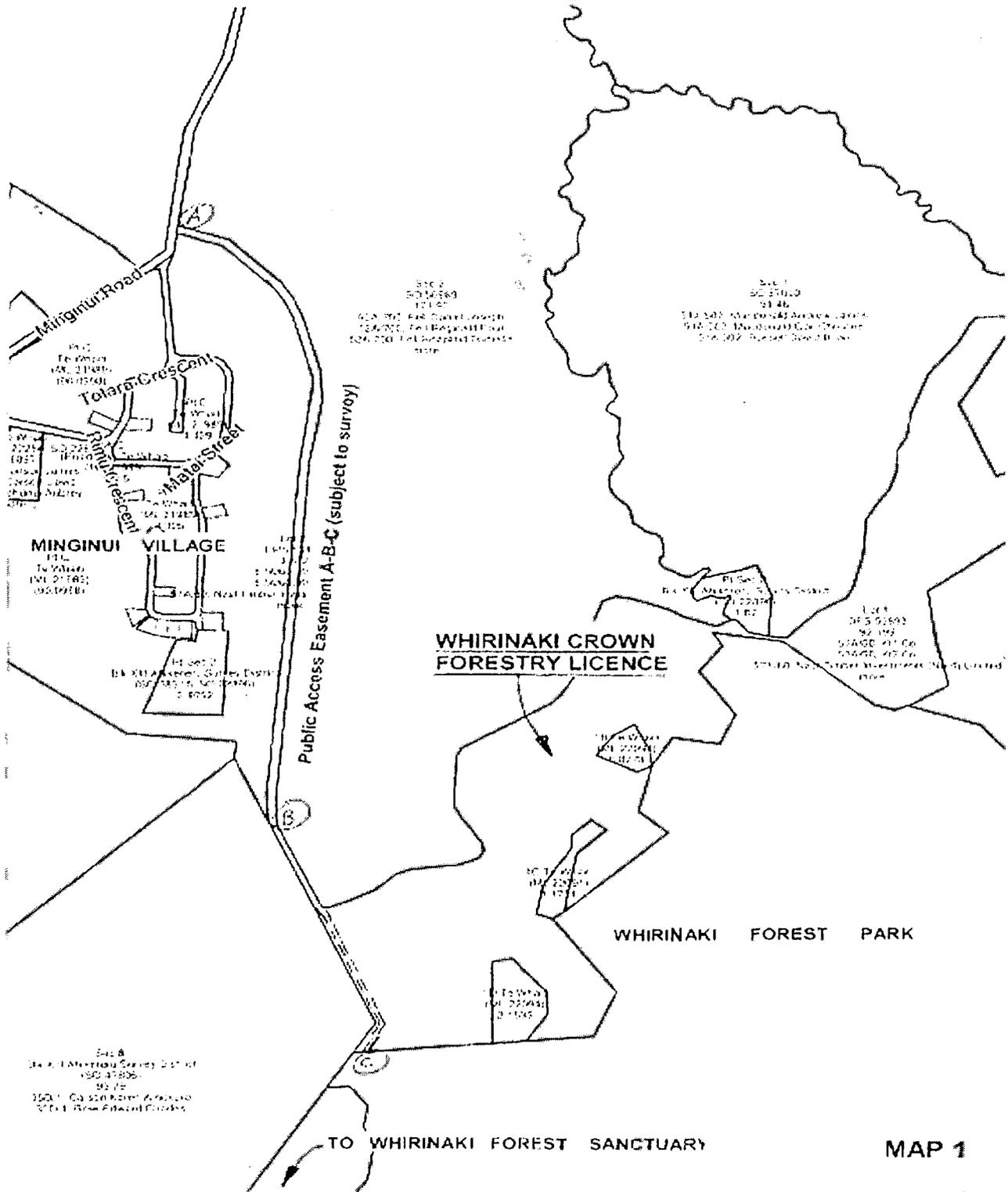


CNI FORESTS IWI COLLECTIVE DEED OF SETTLEMENT: SCHEDULES

SCHEDULE 6: EASEMENTS

PART 11: WHIRINAKI EASEMENT

SCHEDULE



Scale: 1:10000
500 metres

MAP 1



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