



**Concession Document
(Easement)**

Concession Number: 93504-OTH

THIS CONCESSION is made this 19th day of August 2021

PARTIES:

Minister of Conservation (the Grantor)



Marberry Estate Limited (the Concessionaire)

BACKGROUND

- A.** The Department of Conservation ("Department") *Te Papa Atawhai* is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- B.** The Department is under the control of the Grantor.
- C.** The carrying out of these functions may result in the Grantor granting concessions to carry out activities on public conservation land.
- D.** The Grantor administers the public conservation land described in Schedule 1 as the Easement Land.
- E.** The Conservation legislation applying to the Easement Land authorises the Grantor to grant a concession over the Easement Land.
- F.** The Concessionaire wishes to carry out the Concession Activity on the Easement Land subject to the terms and conditions of this Concession.
- G.** The Concessionaire acknowledges that the Easement Land may be the subject of Treaty of Waitangi claims.
- H.** The Parties wish to record the terms and conditions of this Concession.

OPERATIVE PARTS

- I.** In exercise of the Grantor's powers under the Conservation legislation the Grantor **GRANTS** to the Concessionaire an **EASEMENT** to carry out the Concession Activity on the Easement Land subject to the terms and conditions contained in this Concession, including its Schedules.

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| <div data-bbox="239 224 462 369" data-label="Text">  </div> <hr/> <div data-bbox="178 450 793 589" data-label="Text"> <p>SIGNED on behalf of the Minister of Conservation by David Hayes, Operations Manager, Sounds District acting under delegated authority</p> </div> <div data-bbox="178 647 426 687" data-label="Text"> <p>in the presence of:</p> </div> <div data-bbox="191 806 526 884" data-label="Text">  </div> <hr/> <div data-bbox="178 940 426 981" data-label="Text"> <p>Witness Signature</p> </div> <div data-bbox="178 1039 367 1075" data-label="Text"> <p>Lara Pollarde</p> </div> <hr/> <div data-bbox="178 1122 379 1158" data-label="Text"> <p>Witness Name</p> </div> <div data-bbox="178 1220 456 1256" data-label="Text"> <p>Permissions Advisor</p> </div> <hr/> <div data-bbox="178 1301 450 1341" data-label="Text"> <p>Witness Occupation</p> </div> <div data-bbox="178 1400 590 1438" data-label="Text"> <p>10 Sewell Street, Hokitika 7810</p> </div> <hr/> <div data-bbox="178 1482 408 1518" data-label="Text"> <p>Witness Address</p> </div> <div data-bbox="178 1727 793 1832" data-label="Text"> <p>A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-22 Manners Street, Wellington.</p> </div> | <div data-bbox="818 336 1165 459" data-label="Text"> <p>s9(2)(a)</p> </div> <hr/> <div data-bbox="804 483 1351 524" data-label="Text"> <p>SIGNED for Marberry Estate Limited by:</p> </div> <div data-bbox="818 582 1157 638" data-label="Text"> <p>s9(2)(a)</p> </div> <hr/> <div data-bbox="804 678 1101 716" data-label="Text"> <p>Director Name (print)</p> </div> <div data-bbox="804 826 879 862" data-label="Text"> <p>AND</p> </div> <div data-bbox="798 1075 1077 1142" data-label="Text"> <p>s9(2)(a)</p> </div> <hr/> <div data-bbox="804 1153 1351 1191" data-label="Text"> <p>SIGNED for Marberry Estate Limited by:</p> </div> <div data-bbox="818 1254 1165 1310" data-label="Text"> <p>s9(2)(a)</p> </div> <hr/> <div data-bbox="804 1348 1101 1388" data-label="Text"> <p>Director Name (print)</p> </div> |
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SCHEDULE 1

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| 1. | Easement Land (burdened land - the land where the easement activity occurs) (Schedule 4) | As marked on the attached plan or map in Schedule 4 being: Physical Description/Common Name: Mount Richmond Forest Park and Brooklyn Bay Scenic Reserve Land Status: Forest Park and Scenic Reserve Area: 432m Legal Description: Pt Sec 16, Blk VII Wakamarina SD (Parcel ID: 3732816) |
| 2. | Land (benefited land - the land that benefits from the easement) (If none then select "in gross") (Schedule 4) | Is the easement in gross? Yes |
| 3. | Concession Activity (clause 2) | (a) a right of way: for the purpose of upgrading and maintenance of incursions of a road onto public conservation land |
| 4. | Term (clause 3) | 20 years commencing on 1 September 2021 |
| 5. | Final Expiry Date (clause 3) | 31 August 2041 |
| 6. | Concession Fee (clause 4) | Concession Activity Fee: \$1200.00 per annum plus GST Concession Management Fee: \$250.00 per annum plus GST Monitoring Fee: Following monitoring (if required), standard Department charge-out rates for staff time and mileage required for monitoring the effects of the Concession Activity and compliance with concession conditions will be invoiced. |
| 7. | Concession Fee Payment Date (clause 4) | Annually in arrears on 31 August for the term of this Concession |
| 8. | Penalty Interest Rate (clause 4) | Double the current Official Cash Rate (OCR). See Reserve Bank of New Zealand website |

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| 9. | Concession Fee Review Date(s) (clause 5) | 1 September 2024, 1 September 2027, 1 September 2030, 1 September 2033, 1 September 2036, 1 September 2039 |
| 10. | Insurance (To be obtained by Concessionaire) (clause 11) | Types and amounts: Public Liability Insurance for general indemnity for an amount no less than \$1,000,000.00); and Third party vehicle liability for an amount no less than \$500,000.00. |
| 11. | Addresses for Notices (clause 20) | The Grantor's address is: National Transaction Centre Level 1 John Wickliffe House 265 Princes Street Dunedin 9016 Phone: 03 477 0677 Email: TransactionCentre@doc.govt.nz |
| | | The Concessionaire's address in New Zealand is: 141 Battys Rd Blenheim 7201 New Zealand Phone: s9(2)(a) Email: |
| 12. | Special Conditions (clause 25) | See Schedule 3 |
| 13. | Processing Fee (clause 4) | \$2065.00 plus GST |

Note: The clause references are to the Grantor's Standard Terms and Conditions set out in Schedule 2.

SCHEDULE 2

STANDARD TERMS AND CONDITIONS

1. Interpretation

- 1.1 The Concessionaire is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Easement Land). The Concessionaire is liable under this Concession for any breach of the terms of the Concession by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Easement Land), as if the breach had been committed by the Concessionaire.
- 1.2 Where this Concession requires the Grantor to exercise a discretion or give any approval or provides for any other actions by the Grantor, then the Grantor must act reasonably and within a reasonable time. When a consent is required under this Concession such consent must not be unreasonably withheld.

2. What is being authorised?

- 2.1 The Concessionaire is only allowed to use the Easement Land for the Concession Activity.
- 2.2 The Concessionaire must not commence the Concession Activity until the Concessionaire has signed the Concession Document and returned one copy of this Document to the Grantor, as if it were a notice to be given under this Concession.

3. How long is the Concession for - the Term?

- 3.1 This Concession commences on the date specified in Item 4 of Schedule 1 and ends on the Final Expiry Date specified in Item 5 of Schedule 1.

4. What are the fees and when are they to be paid?

- 4.1 The Concessionaire must pay the Processing Fee (Item 13 of Schedule 1) to the Grantor in the manner directed by the Grantor. Except where the Grantor's written consent has been given, the Concessionaire cannot commence the Concession Activity until the Processing Fee has been paid.
- 4.2 The Concessionaire must pay to the Grantor in the manner directed by the Grantor the Concession Fee plus GST on the Concession Fee Payment Date specified in Items 6, and 7 of Schedule 1.
- 4.3 If the Concessionaire fails to make payment within 14 days of the Concession Fee Payment Date then the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 8 of Schedule 1.

5. When can the fee be reviewed?

- 5.1 The Grantor is to review the Concession Fee on the Concession Fee Review Date in Item 9 of Schedule 1 in the following manner:

- (a) The Grantor must commence the review not earlier than 3 months before a Concession Fee Review Date and no later than 9 months following the Concession Fee Review Date by giving notice to the Concessionaire.
 - (b) Subject to clause 5.1(e) the notice must specify the Concession Fee which the Grantor considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987.
 - (c) If, within 28 days of receipt of the Grantor's notice, the Concessionaire gives notice to the Grantor that the Concessionaire disputes the proposed new Concession Fee the new Concession Fee is to be determined in accordance with clause 5.2.
 - (d) If the Concessionaire does not give notice to the Grantor under clause 5.1(c) the Concessionaire is to be deemed to have accepted the Concession Fee specified in the Grantor's notice.
 - (e) Notwithstanding clause 5.1(b) the new Concession Fee so determined or accepted must not be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date and is to be the Concession Fee payable by the Concessionaire from the Concession Fee Review Date.
 - (f) Until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee specified in the Grantor's notice. On determination of the new Concession Fee in accordance with clause 5.2 an adjustment is to be made and paid, either by the Grantor or by the Concessionaire, whichever is applicable.
- 5.2 Immediately the Concessionaire gives notice to the Grantor under clause 5.1(c) the parties are to endeavour to agree on a new Concession Fee. If the parties are unable to reach agreement within 28 days the new Concession Fee is to be determined either:
- (a) By one party giving notice to the other requiring the new Concession Fee to be determined in accordance with the Disputes clause (clause 19) or, if the parties agree,
 - (b) by registered valuers acting as experts and not as arbitrators as follows:
 - (i) Each party must appoint a valuer and give notice of the appointment to the other party within 14 days of the parties agreeing to determine the new Concession Fee by this means.
 - (ii) If the party receiving a notice does not appoint a valuer within the 14 day period the valuer appointed by the other party is to determine the new Concession Fee and that valuer's determination is to be binding on both parties.
 - (iii) Before commencing their determination the respective valuers must appoint an umpire who need not be a registered valuer.
 - (iv) The valuers are to determine the new Concession Fee which they consider to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation

Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date. If the valuers fail to agree, the Concession Fee is to be determined by the umpire.

- (v) In determining the Concession Fee the valuers or umpire are to disregard the annual cost to the Concessionaire to maintain or provide access to the Easement Land.
- (vi) Each party is to be given the opportunity to make written or oral representations or submissions to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe.
- (vii) The valuers or the umpire must have regard to any such representations but are not bound by them.
- (c) The valuers or umpire must give written notice to the parties once they have determined the new Concession Fee. The notice is to be binding on the parties and is to provide how the costs of the determination are to be borne.
- (d) If a Concession Fee Review Date is postponed because of a moratorium imposed by law the Concession Fee Review is to take place at the date the moratorium is lifted or so soon afterwards as is practicable and the following applies:
 - (i) the Concession Fee Review is to establish the market value for the Concession Activity as at that date instead of the date fixed under clause 5.1 having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date; and
 - (ii) each subsequent Concession Fee Review is to take place in accordance with the procedure fixed in clause 5.1.

6. Are there any other charges?

- 6.1 The Concessionaire must pay all levies rates and other charges, including utility charges payable in respect of the Easement Land or for the services provided to the Easement Land which relate to the Concessionaire's use of the Easement Land or the carrying on of the Concession Activity.
- 6.2 The Grantor is not liable for any cost incurred in re-establishing the supply of any utilities in the event of any of them becoming unavailable for any reason.
- 6.3 Where the Grantor has paid such levies, rates or other charges the Concessionaire must on receipt of an invoice from the Grantor pay such sum to the Grantor within 14 days of receiving the invoice. If payment is not made within the 14 days then the Concessionaire is to pay interest on the unpaid sum from the date payment was due until the date of payment at the Penalty Interest Rate specified in Item 8 of Schedule 1.

7. When can the Concession be assigned?

- 7.1 The Concessionaire must not transfer, sublease, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Concession or any part of it (which includes the Concessionaire entering into a contract or any other arrangement whatsoever whereby the Concession Activity would be carried out by a person (called the Assignee) other than the Concessionaire) without the prior written consent of the Grantor.
- 7.2 The Grantor may in the Grantor's discretion under clause 7.1:
- (a) decline any application for consent; or
 - (b) grant consent subject to such conditions as the Grantor thinks fit.
- 7.3 Sections 17S to 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the Grantor, in the Grantor's discretion, decides otherwise.
- 7.4 If the Grantor gives consent under this clause then the Concessionaire remains liable to observe and perform the terms and conditions of this Concession throughout the Term and is to procure from the Assignee a covenant to be bound by the terms and conditions of this Concession.
- 7.5 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 7.6 If the Concessionaire is not a publicly listed company any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire is to be deemed to be an assignment and requires the consent of the Grantor.

8. What are the obligations to protect the environment?

- 8.1 The Concessionaire must not, without the prior consent of the Grantor:
- (a) cut down or damage any vegetation; or
 - (b) damage any natural feature or historic resource on the Easement Land; or
 - (c) light any fire on the Easement Land.
- 8.2 The Concessionaire must, at its cost:
- (a) keep the easement facility (as defined in Schedule 5) now or hereafter upon the Easement Land, in good order, condition and repair; and
 - (b) must keep the Easement Land in a clean and tidy condition.
- 8.3 The Concessionaire must not store hazardous materials on the Easement Land nor store other materials on the Easement Land where they may obstruct the public or create a nuisance.

9. When can structures be erected?

- 9.1 The Concessionaire must not erect, nor place any structures on, under or over the Easement Land without the prior consent of the Grantor.

10. What if the Concessionaire wishes to surrender the Concession?

- 10.1 If the Concessionaire wishes to surrender this Concession during the currency of the Term, then the Grantor may accept that surrender on such conditions as the Grantor considers appropriate.

11. What are the liabilities and who insures?

- 11.1 The Concessionaire agrees to use the Easement Land at the Concessionaire's own risk and releases to the full extent permitted by law the Grantor (and the Grantor's employees, agents and contractors) from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Easement Land.
- 11.2 The Concessionaire must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Concessionaire's performance of the Concession Activity.
- 11.3 This indemnity is to continue after the expiry or termination of this Concession in respect of any acts or omissions occurring or arising before its expiry or termination.
- 11.4 The Concessionaire has no responsibility or liability for costs, loss, or damage of whatsoever nature arising from any act or omission or lack of performance or any negligent or fraudulent act or omission by the Grantor, or any contractor or supplier to the Grantor, or any employee or agent of the Grantor.
- 11.5 Despite anything else in clause 11 the Concessionaire is not liable for any indirect or consequential damage or loss howsoever caused.
- 11.6 The Grantor is not liable and does not accept any responsibility for damage to or interference with the Easement Land, the Concession Activity, or to any structures, equipment or facilities on the Easement Land or any other indirect or consequential damage or loss due to any natural disaster, vandalism, sabotage, fire, or exposure to the elements except where, subject to clause 11.7, such damage or interference is caused by any wilful act or omission of the Grantor, the Grantor's employees, agents or contractors.
- 11.7 Where the Grantor is found to be liable in accordance with clause 11.6, the total extent of the Grantor's liability is limited to \$1,000,000 in respect of the Concessionaire's structures, equipment and facilities.
- 11.8 Despite anything else in clause 11 the Grantor is not liable for any indirect or consequential damage or loss howsoever caused.
- 11.9 Without prejudice to or in any way limiting its liability under this clause 11 the Concessionaire at the Concessionaire's expense must take out and keep current policies for insurance and for the amounts not less than the sums specified in Item 10 of Schedule 1 with a substantial and reputable insurer.
- 11.10 After every three year period of the Term the Grantor may, on giving 10 working day's notice to the Concessionaire, alter the amounts of insurance required under clause 11.9. On receiving such notice the Concessionaire must within 10 working days take out and keep current policies for insurance and

for the amounts not less than the sums specified in that notice.

11.11 The Concessionaire must provide to the Grantor within 5 working days of the Grantor so requesting:

- (a) details of any insurance policies required to be obtained under this Concession, including any renewal policies if such renewal occurs during the Term; and/or;
- (b) a copy of the current certificate of such policies.

12. What about Health and Safety?

12.1 The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety at Work Act 2015 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession. The Concessionaire must comply with any safety directions of the Grantor.

13. What are the compliance obligations of the Concessionaire?

13.1 The Concessionaire must comply where relevant:

- (a) with the provisions of any conservation management strategy or conservation management plan under the Conservation Act 1987 or Part IIA of the Reserves Act 1977, or any general policy statement made under the Conservation Act 1987, Reserves Act 1977, National Parks Act 1980, or Wildlife Act 1953, or management plan under section 45 of the National Parks Act 1980, whichever is appropriate to the Easement Land, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Concession takes effect; and
- (b) with the Conservation Act 1987, the Reserves Act 1977, the National Parks Act 1980, Wildlife Act 1953, Climate Change Response Act 2002 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Easement Land or affecting or relating to the Concession Activity, including any regulations made under the Conservation Act 1987 and Wildlife Act 1953 or bylaws made under the Reserves Act 1977 or the National Parks Act 1980; and
- (c) with all notices and requisitions of any competent authority affecting or relating to the Easement Land or affecting or relating to the conduct of the Concession Activity; and
- (d) with all Department signs and notices placed on or affecting the Easement Land

13.2 The Concessionaire must comply with this Concession.

13.3 A breach or contravention by the Concessionaire of a relevant conservation management strategy, conservation management plan, management plan or any statement of general policy referred to in clause 13.1(a) is deemed to be a breach of this Concession.

13.4 A breach or contravention by the Concessionaire of any Legislation affecting or relating to the Easement Land or affecting or relating to the Concession Activity is deemed to be a breach of this Concession.

14. When can the Concession be terminated?

14.1 If the Concessionaire breaches any of the conditions of this Concession the Grantor may terminate this Concession at any time in respect of the whole or any part of the Easement Land. Before so terminating the Grantor must give the Concessionaire either:

- (a) one calendar month's notice in writing; or
- (b) such other time period which in the sole opinion of the Grantor appears reasonable and necessary;

of the Grantor's intention so to terminate this Concession. If this Concession is terminated then the Grantor, at the Grantor's sole discretion, may adjust the Concession Fee payable or refund any Concession Fee paid in advance.

14.2 The Grantor may choose to remedy at any time any default by the Concessionaire under this Concession. Where that occurs, the Concessionaire must pay forthwith on demand all reasonable costs incurred by the Grantor in remedying such default. Before electing to so remedy in accordance with this clause the Grantor must, if practicable, first give the Concessionaire notice of the default and a reasonable opportunity to remedy the default.

15. What happens on termination or expiry of the Concession?

15.1 On expiry or termination of this Concession, either as to all or part of the Easement Land, the Concessionaire is not entitled to compensation for any structures or other improvements placed or carried out by the Concessionaire on the Easement Land.

15.2 The Concessionaire may, with the Grantor's written consent, remove any specified structures and other improvements on the Easement Land. Removal under this clause must occur within the time specified by the Grantor and the Concessionaire is to make good any damage and leave the Easement Land and other public conservation land affected by the removal in a clean and tidy condition.

15.3 The Concessionaire must, if the Grantor gives written notice, remove any specified structures and other improvements on the Easement Land. Removal under this clause must occur within the time specified by the Grantor and the Concessionaire is to make good any damage and leave the Easement Land and other public conservation land affected by the removal in a clean and tidy condition and replant the Easement Land with indigenous vegetation of a similar abundance and diversity as at the commencement of the Term. If before the expiry of the Term the Concessionaire makes an application for a further concession in respect of the same Concession Activity on the Easement Land then the Grantor cannot require such removal and reinstatement until such time as that concession application has been determined. If a new concession is granted then removal and reinstatement cannot be required until the expiry or termination of the new concession.

16. When is the Grantor's consent required?

16.1 Where the Grantor's consent or approval is expressly required under this Concession then the Concessionaire must seek that approval or consent for each separate time it is required even though the Grantor may have given approval or consent for a like purpose on a prior occasion. Any such consent or approval may be made on such conditions as the Grantor considers

appropriate.

17. Are there limitations on public access and closure?

- 17.1 The Concessionaire acknowledges that the Easement Land is open to the public for access and that the Grantor may close public access during periods of high fire hazard or for reasons of public safety or emergency.

18. What about other concessions?

- 18.1 Nothing expressed or implied in this Concession is to be construed as preventing the Grantor from granting other concessions, whether similar or not, to other persons provided that the Grantor must not grant another concession that would derogate in any material way from the Concessionaire's ability to carry out the Concession Activity.

19. How will disputes be resolved?

- 19.1 If a dispute arises between the parties in connection with this Concession the parties must, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.
- 19.2 If the dispute cannot be resolved by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to arbitration, which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.
- 19.3 If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 19.4 The arbitrator must include in the arbitration award reasons for the determination.
- 19.5 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.

20. How are notices sent and when are they received?

- 20.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, by pre-paid post or email to the receiving party at the address, or email address specified in Item 11 of Schedule 1. Any such notice is to be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of post, on the 3rd working day after posting;
 - (c) in the case of email,
 - (i) if sent between the hours of 9am and 5pm on a working day, at the time of transmission; or

- (ii) if subclause (i) does not apply, at 9am on the working day most immediately after the time of sending.

Provided that an email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice.

- 20.2 If either party's details specified in Item 11 of Schedule 1 change, then the party whose details change must within 5 working days of such change provide the other party with the changed details.

21. What about the payment of costs?

- 21.1 The Concessionaire must pay the Grantor's legal costs and expenses of and incidental to preparing and signing this Concession or any extension or variation of it.
- 21.2 The Concessionaire must pay in full immediately and on demand all costs and fees (including solicitor's costs and fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor to enforce or attempt to enforce the Grantor's rights and powers under this Concession including the right to recover outstanding money owed to the Grantor.

22. What about the powers implied by statute?

- 22.1 The rights and powers implied in the relevant easements by Schedule 5 to the Land Transfer Regulations 2018 (as set out in Schedule 5 of this Concession) apply to this Concession **EXCEPT** to the extent set out in Schedule 3 of this Concession.
- 22.2 The rights and powers implied by Schedule 5 to the Property Law Act 2007 do not apply to this Concession.

23. What about Co-Siting?

- 23.1 In this clause "Co-Site" means the use of the Concessionaire's structures or facilities on the Easement Land by a third party for an activity; and "Co-Sitee" and "Co-Siting" have corresponding meanings.
- 23.2 The Concessionaire must not allow Co-Siting on the Easement Land without the prior written consent of the Grantor.
- 23.3 The Grantor's consent must not be unreasonably withheld but is at the Grantor's sole discretion and subject to such reasonable terms and conditions as the Grantor thinks fit including a requirement that the Co-Sitee be liable for direct payment to the Grantor of a concession fee and any environmental premium assessed in respect of the Co-Sitee's activity on the Easement Land.
- 23.4 In addition, the Grantor must withhold consent if:
 - (a) the Co-Siting would result in a substantial change to the Concession Activity on the Easement Land; or
 - (b) the Grantor considers the change to be detrimental to the environment of the Easement Land.

- 23.5 Subject to clause 23.4 the Concessionaire must, if required by the Grantor, allow Co-Siting on the Easement Land.
- 23.6 Where the Concessionaire maintains that Co-Siting by a third party on the Easement Land would:
- (a) detrimentally interfere physically or technically with the use by the Concessionaire of the Easement Land; or
 - (b) materially prejudice any resource consents obtained by the Concessionaire or cause more onerous conditions to be imposed on it by the relevant authority; or
 - (c) obstruct or impair the Concessionaire's ability effectively to operate from the Easement Land; or
 - (d) interfere with or prevent future forecast works of the Concessionaire,
- the Grantor, must, as a pre-condition to consideration of an application to grant a concession to a third party, require that third party to obtain, at its own cost, a report prepared by an independent consultant acceptable to the Grantor confirming or rejecting the presence of the matters specified in this clause 23.6. The Grantor must not grant a concession to a third party where the report confirms that the proposed concession would give rise to one or more of the matters specified in this clause 23.6.
- 23.7 If the independent consultant report rejects the Concessionaire's concerns, the Concessionaire may dispute this in accordance with the procedure set out in clause 19 of this Schedule 2.
- 23.8 Where the Concessionaire is required under clause 23.5 to allow Co-Siting on the Easement Land, the Concessionaire is, subject to clause 23.10 entitled to enter into commercial agreements with third parties for them to conduct an activity on the Easement Land and to receive a reasonable fee from them for any agreed activity they intend to carry out on the Easement Land. If a dispute arises between the Concessionaire and a third party such dispute must be determined by the Grantor having regard to, but not limited to, the following matters:
- (a) any written comments or submissions of the Concessionaire and third party;
 - (b) market value for the concession activity proposed by the third party having regard to the matters specified in Section 17Y(2) of the Conservation Act 1987;
 - (c) any other matters the Grantor considers relevant.
- 23.9 If the Concessionaire does not accept the Grantor's determination, the Concessionaire may dispute this in accordance with the procedure set out in clause 19 of this Schedule 2.
- 23.10 For the avoidance of doubt, a Co-Sitee permitted on the Easement Land must enter into a separate concession with the Grantor in terms of which the Co-Sitee may be required to pay to the Grantor a concession fee and environmental premium assessed in respect of the Co-Sitee's activity on the Easement Land. This separate concession must not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Easement Land.

- 23.11 The Grantor must not authorise the third party to commence work on the Easement Land until all relevant resource consents are issued, an agreement is executed between the Concessionaire and third party, and any conditions imposed by the Concessionaire have been met.

24. Jointly and severally liable

- 24.1 In the event that this Concession is held by multiple Concessionaire's, they will be jointly and severally liable.

25. Are there any Special Conditions?

- 25.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions shall prevail.

26. The Law

- 26.1 This Concession is to be governed by and interpreted in accordance with the laws of New Zealand.

SCHEDULE 3

SPECIAL CONDITIONS

1. The rights and powers implied in easements under Schedule 5 of the Land Transfer Regulations 2018, apply as is relevant to the class of easement provided for in this Concession. Schedule 5 of the Regulations (excluding clauses 13 and 14) is set out in Schedule 5 of this Concession and the clauses are varied as follows:
 - (a) Clause 1 is amended by adding the words “in Schedule 4” after the words “on a plan” in paragraph (a) of the interpretation of “**easement area**”
 - (b) Clause 1 is amended by deleting the words “grantee and” from the interpretation of “**grantee and grantor**”
 - (c) Schedule 5 is amended by adding a new clause 1A: “Any reference to “grantee” in this Schedule is to be read as “Concessionaire” and includes the Concessionaire’s agents, employees, contractors, tenants, licensees and invitees.”
 - (d) Clause 11(2) is deleted and clause 11(4) is amended by deleting the reference to (2).
 - (e) Clauses 13 and 14 are deleted.
2. If the Concessionaire wishes the easement to be registered, the Concessionaire must at its own expense:
 - (a) prepare an easement instrument in accordance with the Land Transfer Act 2017 and the rights and powers provided in the easement as set out in this Concession; and
 - (b) arrange for any necessary survey; and
 - (c) register the easement.
3. The Grantor, if satisfied the easement instrument implements this Concession, must sign the easement instrument to enable registration.

Accidental Discovery

4. The Concessionaire must take all reasonable care to avoid any archaeological values on the Land which includes (but is not limited to) historic sites and protected New Zealand objects on the Easement Land. In the event that archaeological sites or other features with heritage values are found during any approved earth disturbance work on the Easement Land:
 - (a) Work must cease immediately until further notice and advice must be sought from the Grantor;
 - (b) If it is an archaeological site as defined by the Heritage New Zealand Pouhere Taonga Act 2014 then Heritage New Zealand must be contacted and its advice sought;
 - (c) If it is an archaeological site relating to Māori activity then local iwi must be contacted and their advice sought;
 - (d) If it is an artefact as defined by the Protected Objects Act 1975 then the Ministry for Culture and Heritage must be notified within 28 days;
 - (e) If it is human remains the New Zealand Police should also be notified;

- (f) In the event of cessation of approved work because of discovery of potential historical artefact or archaeological site the Concessionaire must not recommence work until permitted to do so by the Grantor.
5. Any vegetation removal and soil disturbance necessary to install and undertake the activity must be kept to a minimum.
6. The surface of the ground must be reinstated in a tidy manner following the construction of the structures.
7. The Concessionaire must ensure that all machinery, tools and equipment used in undertaking the Concession Activity is steamed cleaned and weed free prior to being taken onto the Easement Land.
8. The Concessionaire must ensure that all gravel and other materials used in undertaking the Concession Activity are from a weed free source.

Some “constraint” conditions”

9. The Concessionaire must take reasonable and proper care not to damage any property of the Grantor and must promptly repair any such damage.
10. If the Concessionaire opens up the surface of the Easement Land the Concessionaire must immediately upon completion of any works restore the surface of the Easement Land as nearly as possible to its former condition to the satisfaction of the Grantor.
11. Nothing contained or implied in this easement requires the Grantor or the Concessionaire to supply services on or under the Easement Land or entitles the Concessionaire to interfere with the services of any other user of the Easement Land.
12. Nothing contained or implied in this easement enables the Concessionaire whether by subdivision or by any means whatsoever to have the within easement be available to for additional users.
13. The Concessionaire must acknowledge that wildlife may be present in Conservation Areas (such as kiwi nesting in scrub or under fallen trees, bats roosting in holes in large trees) and care must be taken to minimise disturbance to native wildlife. If any harm is caused to native wildlife the Grantor must be informed.

Myrtle Rust

14. The Concessionaire must ensure that if they or a client believes they have seen the symptoms of myrtle rust, they are not to touch the plant. They must:
 - (a) Call the MPI Exotic Pest and Disease Hotline immediately on 0800 80 99 66.
 - (b) If possible, take clear photographs, including the whole plant, the whole infected leaf and a close-up of the spores/affected area of the plant.
 - (c) Do not touch to try to collect samples and this may increase the spread of the disease.
 - (d) Advise the Grantor as soon as possible.

Climate Change Conditions

15. The Concessionaire acknowledges that the Grantor and the Department of Conservation are reviewing their obligations under the Climate Change Response Act 2002 and developing responses to address greenhouse gas emissions from activities conducted on public conservation land and waters. The reviews are likely to result in policies which seek to measure, manage, and reduce greenhouse gas emissions from Concession Activities. The Grantor wishes to signal to the Concessionaire that new concession conditions related to both climate change mitigation and adaptation may be imposed during the life of this Concession to address greenhouse gas emissions associated with the Concession Activity.
16. If the Grantor requests data relating to greenhouse gas emissions associated with the Concession Activity, the Concessionaire must provide any relevant data that is reasonably available to it within 6 months of the Grantor's request.
17. The Grantor may review and amend the conditions of this Concession to reflect climate change-related legislation and government, or Departmental policy and those conditions ("Revised Conditions") may, amongst other things, require the Concessionaire to measure, manage and reduce the greenhouse gas emissions of the Concession Activity.
18. Before amending the conditions of this Concession in accordance with clause 4, the Grantor will provide the Concessionaire the draft Revised Conditions. The Concessionaire may provide written comments on those draft Revised Conditions within 60 days. The Grantor must take into account any comments received from the Concessionaire on the Revised Conditions before finalising the Revised Conditions.
19. The Revised Conditions will apply to the Concession Activity 4 months after the Grantor has notified the Concessionaire of the Revised Conditions in accordance with clause 5 or any later date specified in the Revised Conditions.

Didymo

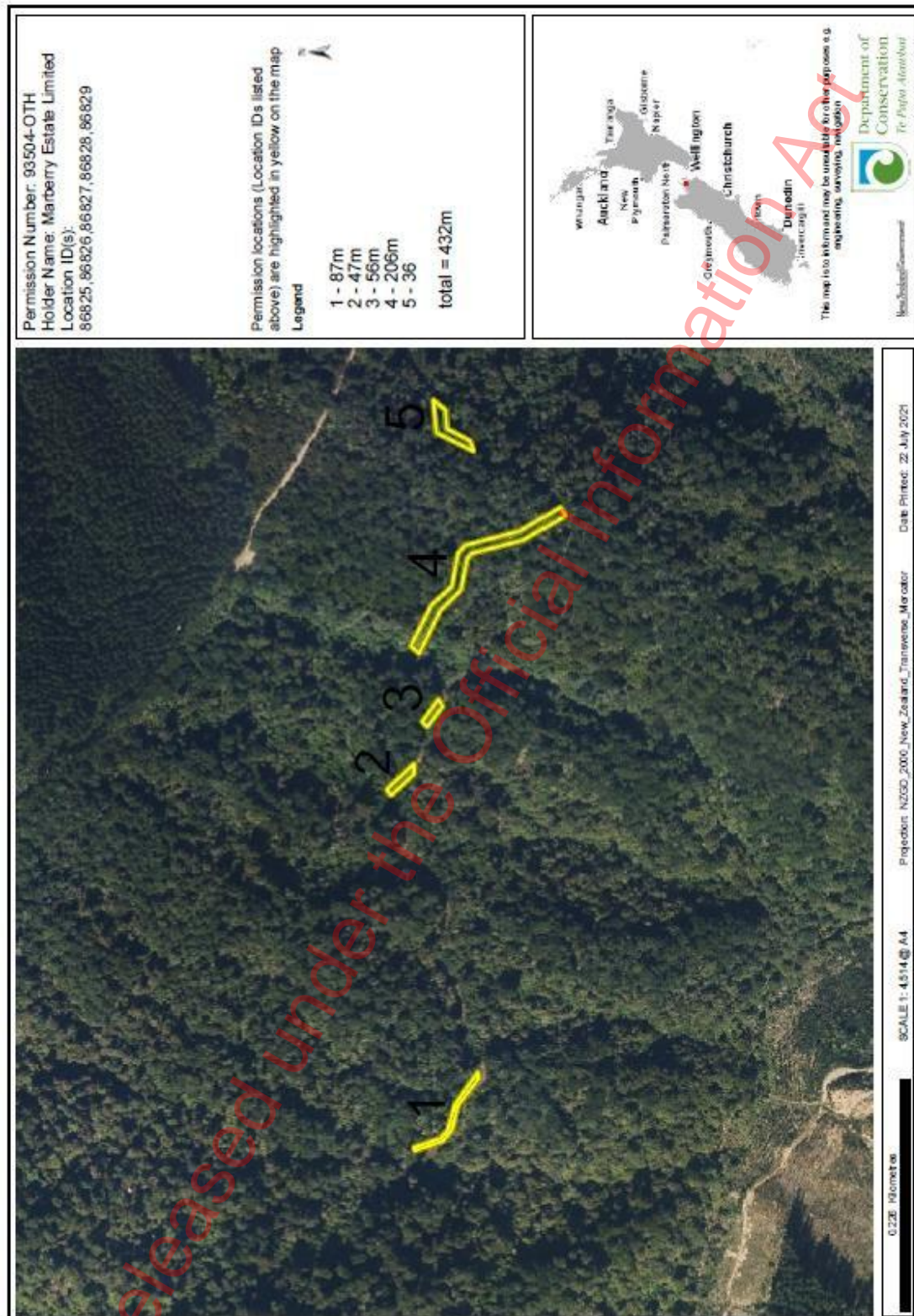
20. The Concessionaire must comply with the Ministry for Primary Industry (MPI)'s "Check, Clean, Dry" cleaning methods to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. "Check, Clean, Dry" cleaning methods can be found at - www.mpi.govt.nz/travel-and-recreation/outdoor-activities/check-clean-dry/. The Concessionaire must regularly check this website and update their precautions accordingly.

Monitoring and compliance

21. If the Grantor determines that compliance with the conditions of this Concession or the effects of Concession Activity should be monitored, the Concessionaire shall meet: either the full costs of any monitoring programme that is implemented; or, if the Grantor determines that the costs should be apportioned among several Concessionaires who use the same locations, part of the costs of the monitoring programme. These costs will include the Department's standard charge-out rates for staff time and the mileage rates for vehicle use associated with the monitoring programme.

SCHEDULE 4

Map



SCHEDULE 5

RIGHTS AND POWERS IMPLIED IN EASEMENTS

LAND TRANSFER REGULATIONS 2018

The following are the rights and powers implied in easements as set out in Schedule 5 of the Land Transfer Regulations 2018. The Regulation Schedule applies to all classes of easement and so it is only the specific provisions which relate to the class of easement dealt with in this Concession which apply, along with those that apply to all forms of easement. This Schedule does not include clauses 13 and 14 of Schedule 5 of the Regulations as they are deleted and replaced by the specific default and dispute provisions of the Concession. Refer to Schedule 3 of the Concession for changes to these implied rights and powers.

1 Interpretation

In this schedule, unless the context otherwise requires,—

benefited land, in relation to an easement that benefits land, means the land that takes the benefit of the easement and that is described by reference to the register in the relevant easement instrument, transfer instrument, or deposit document

burdened land, in relation to an easement,—

- (a) means the land over which the easement is registered and that is described by reference to the register in the relevant easement instrument, transfer instrument, or deposit document; and
- (b) includes the easement area

easement area, in relation to an easement, means an area that—

- (a) is shown on a plan; and
- (b) is referred to in the relevant easement instrument, transfer instrument, or deposit document as the area to which the easement applies

easement facility,—

- (a) for a right to convey water, means pipes, pumps, pump sheds, storage tanks, water purifying equipment, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (b) for a right to convey electricity or a right to convey telecommunications, means wires, cables (containing wire or other media conducting materials), ducts, surface boxes, towers, poles, transformers, switching gear, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (c) for a right of way, means the surface of the land described as the easement area, including any driveway:
- (d) for a right to drain water, means pipes, conduits, open drains, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:

- (e) for a right to drain sewage, means pipes, conduits, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (f) for a right to convey gas, means pipes, conduits, valves, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution

grantee and grantor—

- (a) have the meanings given by section 107 of the Act; and
- (b) in clauses 3 to 9 and 12(1), include those persons' agents, employees, contractors, tenants, licensees, and invitees

repair and maintenance, in relation to an easement facility, includes the replacement of the easement facility

telecommunication means the conveyance by electromagnetic means from one device to another of any encrypted or non-encrypted sign, signal, impulse, writing, image, sound, instruction, information, or intelligence of any nature, whether for the information of any person using the device or not.

2 **Classes of easements**

For the purposes of regulation 21, easements are classified by reference to the following rights:

- (a) a right to convey water:
- (b) a right to drain water:
- (c) a right to drain sewage:
- (d) a right of way:
- (e) a right to convey electricity:
- (f) a right to convey telecommunications:
- (g) a right to convey gas.

Rights and powers implied in easements granting certain rights

3 **Right to convey water**

- (a) A right to convey water includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to take and convey water in free and unimpeded flow from the source of supply or point of entry through the easement facility and over the easement area and (for an easement that benefits land) to the benefited land.
- (b) The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
- (c) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).
- (d) The grantor must not do and must not allow to be done anything on the burdened land that may cause the purity or flow of water in the water supply system to be polluted or diminished.

4 Right to drain water

- (a) A right to drain water includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to convey water (whether sourced from rain, springs, soakage, or seepage) in any quantity—
 - i. from the benefited land through the easement facility and over the easement area; or
 - ii. for an easement in gross, through the easement facility and over the easement area.
- (b) The right to drain water is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
- (c) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).

5 Right to drain sewage

- (a) A right to drain sewage includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to drain, discharge, and convey sewage and other waste material and waste fluids in any quantity—
 - i. from the benefited land through the easement facility and over the easement area; or
 - ii. for an easement in gross, through the easement facility and over the easement area.
- (b) The right to drain, discharge, and convey sewage and other waste material and waste fluids is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
- (c) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).

6 Rights of way

- (a) A right of way includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to go over and along the easement facility.
- (b) The right to go over and along the easement facility includes the right to go over and along the easement facility with or without any kind of—
 - i. vehicle, machinery, or implement; or
 - ii. domestic animal or (if the burdened land is rural land) farm animal.
- (c) A right of way includes the right to have the easement facility kept clear at all times of obstructions (whether caused by parked vehicles, deposits of materials, or unreasonable impediment) to the use and enjoyment of the easement facility.

- (d) The right to go over and along the easement facility, and to have the easement facility kept clear, is limited to the extent by any period of necessary repair or maintenance of the easement facility.
- (e) The easement facility for the relevant easement is the surface of the land described as the easement area, including any easement facility laid or to be laid along the easement area in accordance with clause 10(1).

7 Right to convey electricity

- (a) A right to convey electricity includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey electricity and electrical impulses without interruption or impediment from the point of entry through the easement facility and over the easement area and (for an easement that benefits land) to the benefited land.
- (b) The right to convey electricity without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.
- (c) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).

8 Right to convey telecommunications

- (a) A right to convey telecommunications includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey telecommunications without interruption or impediment through the easement facility and over the easement area and (for an easement that benefits land) to and from the benefited land.
- (b) The right to convey telecommunications without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.
- (c) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).

9 Right to convey gas

- (a) A right to convey gas includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey gas without interruption or impediment from the point of entry through the easement facility and over the easement area and (for an easement that benefits land) to the benefited land.
- (b) The right to lead and convey gas without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.
- (c) The easement facility for the relevant easement is the easement facility laid or to be laid along the easement area in accordance with clause 10(1).

Rights and powers implied in all classes of easement

10 General rights

- (a) All the easements referred to in this schedule include—
 - i. the right to use any easement facility already situated in the easement area for the purpose of the easement granted; and
 - ii. if no suitable easement facility exists in the easement area, the right to lay, install, and construct in the easement area (including the right to excavate land for the purpose of that construction) an easement facility that the grantee reasonably requires and for which the grantor has given prior consent; and
 - iii. the right to repair and maintain the easement facility.
- (b) The grantor must not unreasonably withhold consent under subclause (1)(b).
- (c) The grantor must not do and must not allow to be done on the burdened land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the easement facility.
- (d) The grantee must not do and must not allow to be done on the benefited land (if any) or the burdened land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the easement facility.
- (e) To avoid doubt, all the easements referred to in this schedule (other than for a right to convey electricity) include the right to convey electricity necessary to operate a pump or other equipment that is part of the easement facility.

11 Repair, maintenance, and costs

- (a) If the 1 or more grantees have exclusive use of the easement facility, each grantee is responsible for arranging the repair and maintenance of the easement facility, and for the associated costs, so as to keep the facility in good order and to prevent it from becoming a danger or nuisance.
- (b) If the 1 or more grantees and the grantor share the use of the easement facility, each of them is responsible equally for the repair and maintenance of the easement facility, and for the associated costs, for the purposes set out in subclause (1).
- (c) If the easement is in gross, the grantee bears the cost of all work done outside the burdened land.
- (d) The parties responsible for maintenance under subclause (1), (2), or (5) (as the case may be) must meet any associated requirements of the relevant local authority.
- (e) Any repair or maintenance of the easement facility that is attributable solely to an act or omission by the grantor or the grantee must be promptly carried out by that grantor or grantee at their sole cost.
- (f) However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the grantor or grantee,—

- (a) that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
- (b) the balance of those costs is payable in accordance with subclause (2).
- (g) The costs of any electricity used for the conveyance of water must be apportioned between users of the water in proportion to their usage of the water.

12 Rights of entry

- (a) The grantee may, for the purpose of exercising any right or power, or performing any related duty, implied in an easement by these regulations,—
 - i. enter upon the burdened land by a reasonable route and with all necessary tools, vehicles, and equipment; and
 - ii. remain on the burdened land for a reasonable time for the sole purpose of completing the necessary work; and
 - iii. leave any vehicles or equipment on the burdened land for a reasonable time if work is proceeding.
- (b) However, the grantee must first give reasonable notice to the grantor.
- (c) The grantee must ensure that as little damage or disturbance as possible is caused to the burdened land or to the grantor.
- (d) The grantee must ensure that all work is performed properly.
- (e) The grantee must ensure that all work is completed promptly.
- (f) The grantee must immediately make good any damage done to the burdened land by restoring the surface of the land as nearly as possible to its former condition.
- (g) The grantee must compensate the grantor for all damage caused by the work to any crop (whether ready for harvest or not) or to any buildings, erections, or fences on the burdened land.

13 Default

Deleted.

14 Disputes

Deleted.

From: s9(2)(a)
Sent: Friday, 30 April 2021 4:01 pm
To: David Hayes; Kaja Mazzotti-Vetter
Cc: permissions
Subject: Application for Concession - Easement Kaiuma Bay forest
Attachments: Kaiuma_Easement_Area_aerial photo.pdf;
Kaiuma_Easement_Area_Lidar.pdf; Assessment of Environmental
Effects Kaiuma.docx; BrooklynRd_Line.zip;
BrooklynRd_polygon.zip; DOC easement-application-form.docx

Categories: Regular Application

Hi Dave and Kaja,
As discussed at our recent meeting, I am coping you in on our application for a concession for Easement over DOC land to access Kaiuma Bay Forest.

If there is any further information you require, please let me know.

Regards,

s9(2)(a)



M&R Forestland Management Ltd., 141 Battys Rd, Blenheim 7201, New Zealand
PO Box 871, Blenheim 7240, New Zealand

s9(2)(a)

www.mrforestland.co.nz

1. Assessment of Environmental Effects

M&R Forestland Management, on behalf of Marberry Estate limited, will manage harvesting operations in Kaiuma Bay Forest. A concession is sort to use and upgrade a track on DOC land for harvesting traffic. This formed track primarily falls on a legal paper road, however deviates sporadically outside of the paper road boundary.

A. Alternative access Locations

Kaiuma Bay forest is located in the head of the Pelorua Sound near Havelock. The forest has a nett stocked area of 647.4 ha, with trees aged from 13 – 27 years old.

The estimated volume of logs that will be produced from this property is around 366,000 tonnes, over a 15 year period, this is approximately 11,500 loaded log trucks. It is expected that harvesting will be staggered intermittently with large volumes in years 1 – 4, 6 – 8 and 13 – 15.

Road access to the property is currently on the Kaiuma Bay road, this is a windy unsealed road with low traffic levels. The road is in good condition, as it was upgraded as part of the resource consent approval for the subdivision and marina in Kaiuma Bay.

There are two viable options for access into Kaiuma Bay Forest.

1. Directly onto Kaiuma Bay Road from Kaiuma Forest
2. Over the top of the Kaiuma Saddle and down into One Forty One's – Kaiuma Forest, via DOC

Each option has nuances and constraints regarding its potential use that have required investigation. Major constraints are listed below:

- The Brooklyn Bay Bridge on Kaiuma Bay Road. This bridge is not currently rated to handle High Productivity Motor Vehicles (HPMV), which adds a significant cost component to log transport and increases the number of required traffic movements: there is one extra truck required every day.
- Kaiuma Bay road is windy, unsealed and has poor sight distance. It also passes through the small Wakaretu Settlement, this is primarily holiday homes, but it would certainly be an area that may cause concern to residents. Harvesting operations will occur over the summer period, which is when holiday homeowners are more likely to be present.

The immediate western side of the Brooklyn Valley is in commercial radiata pine forest, on lwi owned land, managed by One Forty One, they refer to this as Kaiuma Forest. One Forty One (OFO) have got a fit for purpose forestry road built from the Te Hoiere turn-off to a skid site in the head of the Brooklyn Valley. It stops at the end of their property at an old skid site.

Marberry Estate Ltd (MEL) owns land on the northern side of the main leading ridge. There is a forestry road constructed on MEL property from the head of Kaiuma Bay to the saddle on the main ridge. Road Reserve extends from this saddle down through the Mount Richmond Forest Park to the Brooklyn Valley floor. The previous owner of the forest opened up a track on this road reserve about 22 years ago, it is on a good gradient and looks suitable for harvest traffic.

A consent was granted in 2007 for the road to be constructed up through the DOC estate in the

Brooklyn Valley and over the saddle down into Kaiuma Bay, as shown on the attached map. This was granted as part of the subdivision application but due to the onerous design standards imposed by NZTA the road was never constructed. This consent has now lapsed.

B. An Assessment of the Actual or Potential Effects on the Environment of the Activity

The actual or potential effects on the environment of the Proposal are:

- Effects on the **landscape**
- Effects on the visual composition of the landscape
- Effects on cultural values of Tangata Whenua or members of the public
- Effects on historic sites or objects including Wahi Tapu
- Effects on existing infrastructure such as roads, tracks, huts, carparks, huts etc.
- Effects on existing vegetation
- Effects of earthworks
- Effects on wildlife or wildlife habitat
- Effects on aquatic habitat (waterways, swamps, freshwater animals and vegetation).
- Effects on other users (tangata whenua, recreational users and concessionaires) of the Land.
- Effects of the easement increase threats (pests, weeds, pathogens and fire) to public conservation land.
- Effects of increased rubbish, toilet waste or debris left on public conservation land during construction and regular use of the easement.
- Cumulative effects that could be caused by the easement.
- Positive effects of the easement.

These effects are at a level for this locality which the Applicant believes are minor and can be managed and mitigated for the reasons set out below.

Effects on the **landscape**

No significant effects are expected on the landscape. Under consent, a formed track was established by the previous forest owner, Mr Yealands, 22 years ago, so the major works have already been undertaken. The concession will ensure that there will be no realignment of the established road.



Photo 1 Formed track

Effects on the visual composition of the landscape

The visual composition of the landscape is unlikely to change. The physical track is situated in the naïve forest and is screened from the public road.

Effects on cultural values of Tangata Whenua or members of the public

As the log trucks will create an additional hazard on the public road, members of the public will benefit from them using the alternative route through DOC land.

There are no customary rights which to the Applicants knowledge are exercised in the affected area itself.

Effects on historic sites or objects including Wahi Tapu

The Kaiuma Bay area is a well-recognised location historically. It has had thorough archaeological investigations undertaken over the previous 10 years.

Known sites in the area are:

1. P27/283
2. P27/116

3. P27/118
4. P27/284, P27/285
5. P27/115
6. P27/286, P27/287, P27/288, P27/289, P27/290
7. P27/114
8. P27/291

A site visit was undertaken with s9(2)(a) (Archaeologist) and representatives from Ngati Kuia on the 26th of November 2020. Discussion around the likelihood of discovery was undertaken and assessed as low, as it was determined this area was not a high use area for Māori or early settlers. Site P27/118 (adze discovery) was visited and no evidence of habitation was found. Some small land deformation on the ridge heading down from the site back towards Kaiuma Bay triggered some interest so further interrogation of old aerial photos was undertaken in discussion with Ngati Kuia. Determination was that most habitation would have been close to the shore and near a freshwater source, however there is a possibility of artefacts in this area due to the Battle of Hikapu.

As there is always a potential for new sites to be discovered during proposed operation, an accidental discovery protocol will be in place during operations.

Effects on existing infrastructure

The existing infrastructure is a track which generally runs along the paper road but deviates sporadically into DOC land. The general width and gradient are fit for purpose albeit very overgrown. Some mulching and earthworks are required and discussed below.

Effects of Earthworks

There are two stream crossings which require engineered earthworks in order to cross them. The applicant has engaged with an external Bridge company to determine the possible types of crossings available, while this is not fully planned at the time of the application, it is expected that one crossing will need a battery culvert and the other crossing will require a bridge.

Additionally, vegetation removal and stripping as well as minor widening and gravelling is required to bring this up to a suitable standard for log trucks. All vegetation and spoil material will be end hauled to skid CT1 located on the applicant's land.

To minimise sedimentation, culverts will be installed at intervals of 100 metres and in all natural watercourses, these will be flumed immediately to the bottom edge of the fill material. Water tables will be installed to direct water away from fill and the installation of sediment traps will further decrease the velocity of water runoff and allow for sediment to settle.

Water control structures will be maintained at all times during the operation, these include cut-outs, berms and flumed culverts. The construction work will not be undertaken during or after significant rainfall events.

Effects on existing vegetation

The applicant will need to mulch the existing track which consists of regenerating species. Where widening of the track is required, no mature trees are present.



All earthworks machinery will require a mandatory wash down prior to working within DOC land.

Effects on wildlife or wildlife habitat

Removal of vegetation will be limited to the existing track, and areas where minimal road widening is required, so the effect of construction will be less than minor and temporary in nature.

Effects on aquatic habitat

There will be two crossings constructed along the track, the adverse environmental effects from construction in the stream bed will be less than minor and temporary in nature, taking place over a period of less than two weeks. The construction will take place during low flow summer conditions. As part of the applicant's stream health monitoring program, we have engaged with Marlborough District Council to fish the streams on MEL land in Spring which will include the stream crossing areas on DOC land. This data will be provided to DOC. Works will take place outside of identified peak fish spawning times.

Effects of the easement **increase threats** (pests, weeds, pathogens and fire

To reduce the threat of weed incursion as a result of earthworks, all machinery will require a wash down prior to entering DOC land.

Possum trapping will be undertaken within Kaiuma Bay Forest and One Forty One property, additional trapping will be undertaken along the upgraded track.

In conjunction with QEII, M&R have identified Kaiuma Bay Forest as an area that may potentially be home to the long tailed bat and have planned to install bat boxes in the spring /summer of 2021-22; the results of this will be provided to DOC. Should bats be detected the applicant will work closely with DOC and any other necessary stakeholders to ensure their protection.

Effects on other users

Being in a remote rural location and having commercial forestry and farmland on all downstream boundaries means there are unlikely to be any adverse impacts on neighbours. The main neighbour of the DOC forest location is One Forty One, who have granted access across their property for the purpose of forest harvesting.

The effect on other users is low as the site where the track is located is bounded by private farmland and commercial forests, which currently restricts access.

Effects of increased rubbish, toilet waste or debris left on public conservation land during construction and regular use of the easement.

During the construction of stream crossings and upgrade of the track toilet facilities will be on site for contractors to use.

Hazardous Substances

Earthworks plant will be operated on the subject land by contractors under the supervision of the Applicant. The use of such equipment may involve hazardous substances, being diesel fuel, required for its operation and rubbish such as oil drums, grease gun cartridges and oil filters. There is a risk to the environment from fuel leakage, but these risks will be managed by earth bunds and by storing fuel well away from water tables and water courses, the storage of bulk fuel will not be on the DOC land. All non-biodegradable rubbish will be removed from the application area. There are no environmental risks associated with the equipment and any such hazards are those related to health and safety. Health and safety issues will be the primary responsibility of the contractor engaged to undertake the works.

Discharge of Contaminants

Because fuel will be contained (as set out above) the Proposal does not involve the discharge of contaminants other than dust. Issues of sedimentation have been dealt with in the preceding paragraphs.

Cumulative Monitoring Requirements

The Applicant believes that the scale and significance of the activity's effects are such that monitoring is not required. The Applicant is, however, prepared to accept any reasonable monitoring conditions that could be considered appropriate.

Positive effects of the Easement

There are three main positive effects for the public if this concession is granted. Kaiuma Bay Road will be safer by removing logging trucks from the narrow windy road. There will be less noise for residents and less dust from the gravel road over the summer months.

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9 Application for an Easement on Public Conservation Land



Department of
Conservation
Te Papa Atawhai
New Zealand Government

Is this the right application for me?

Use this application form if you seek an easement concession across public conservation land, either to benefit other land or in gross (e.g. right of way), for the following purpose:

- a right to convey water.
- a right to drain water.
- a right to drain sewage.
- a right of way.
- a right to convey electricity.
- a right to convey telecommunications.
- a right to convey gas.

Use this form for new applications and variations to an existing easement concession across land administered by the Department of Conservation (DOC).

How do I complete this application form?

- Complete all sections of this form.
- DOC encourages electronic applications (e.g. a typed Word document), rather than handwritten applications. Electronic applications are easier to read and less likely to be returned to you for clarification.
- If you need extra space, attach or include extra documents and label them according to the relevant section. Record the document details in section **L Attachments**.
- It is recommended that you read the standard and optional terms and conditions in the [concession \(easement\) template](#)¹ to inform your application.

Personal information will be managed by DOC confidentially. For further information check [DOC's privacy and security statements](#).

If I need some help, where do I get more information?

- Check DOC's [Access/Easement](#)² webpage.
- Arrange a pre-application meeting (either face to face or over the phone) by contacting the local [DOC office](#)³ closest to where your activity is taking place. You can use [DOC maps](#)⁴ to identify which District Office you should contact. Or arrange a meeting with any of our [offices that process concessions](#)⁵ – choose the one closest to where the activity is proposed.
- It is recommended that you seek legal advice for guidance when completing this form.

¹ <https://www.doc.govt.nz/globalassets/documents/about-doc/concessions-and-permits/concessions/concession-contract-easement.pdf>

² <https://www.doc.govt.nz/get-involved/apply-for-permits/business-or-activity/access-easements/>

³ <https://www.doc.govt.nz/footer-links/contact-us/office-by-name/>

⁴ <http://maps.doc.govt.nz/mapviewer/index.html?viewer=docmaps>

⁵ <https://www.doc.govt.nz/get-involved/apply-for-permits/contacts>

Have you considered DOC's statutory planning documents?

Your easement concession must not be inconsistent with [DOC's relevant statutory planning documents](#)⁶ as they set out how DOC and our Treaty partners manage public conservation land. Statutory planning documents can have a direct impact on your application.

Book a pre-application meeting with DOC staff if you require assistance navigating DOC's statutory planning documents.

Have you considered the environmental effects of your easement concession?

It is your responsibility, as the applicant for the concession (easement), to **provide a detailed description** of the:

- Activity.
- The potential effects.
- Ways that you can remedy, mitigate or avoid any potential adverse effects.

A list of potential effects is supplied in this application form, under section **K Effects Assessment** for you to consider and attach to this application. The size and scale of your environmental effects assessment should be in proportion with the size and scale of the activity and its potential effects. You will need to describe the existing environment, the potential effects and describe your methods to avoid, remedy or mitigate these effects. For further information check [DOC's Environmental Impact Assessment](#)⁷ and [DOC's guide to preparing your environmental impact assessment](#)⁸. We also recommend that you read the standard conditions in the [concession \(easement\) template](#)⁹ about protecting the environment to inform your application. In many cases an Assessment of Environmental Effect (AEE) prepared for a resource consent under the Resource Management Act 1991 may be sufficient.

Book a pre-application meeting with DOC staff if you require assistance in scoping the environmental effects you will need to consider in your application.

How do I submit my application?

Email your completed application, recommended location forms, and any other attachments to:

permissions@doc.govt.nz

What happens next?

Once received, your application will be assessed by DOC. If your application is complete, DOC will begin processing.

If your application is incomplete it will be returned to you for more information.

Why does DOC ask for this information?

The questions in this application form are designed to cover the requirements set out in conservation legislation. Your answers allow us to assess:

- The effects of your activity and your proposed methods to avoid, remedy or mitigate any adverse effects of the activity.
- Your qualifications, resources, skills and experience to adequately conduct the activity on public conservation land.

⁶ <https://www.doc.govt.nz/about-us/our-policies-and-plans/statutory-plans/>

⁷ <https://www.doc.govt.nz/get-involved/apply-for-permits/managing-your-concession/environmental-impact-assessment/>

⁸ <https://www.doc.govt.nz/globalassets/documents/about-doc/concessions-and-permits/concessions/guide-to-environmental-impact-assessments.pdf>

⁹ <https://www.doc.govt.nz/globalassets/documents/about-doc/concessions-and-permits/concessions/concession-contract-easement.pdf>

- Your creditworthiness is a factor in determining whether DOC should extend credit to you and set up a DOC customer accounts receivable credit account for cost recovery. To make this assessment DOC will supply your information to a credit checking agency.

Note: Information collected by DOC will be supplied to a debt collection agency in the event of non-payment of payable fees.

Treaty Partner consultation

DOC has a statutory responsibility to give effect to the principles of the Treaty of Waitangi. One component of this may be DOC consulting with Treaty Partners about your application. This consultation will feed into DOC's decision-making process. More information can be found on the DOC website on our [iwi/hapū/whānau consultation](https://www.doc.govt.nz/get-involved/apply-for-permits/iwi-consultation/)¹⁰ page.

Contact your local [DOC office](#)¹¹ if you require further information about consultation.

What fees will I pay?

You may be required to pay a **processing fee** for this application regardless of whether your application is granted or not. You may request an estimate of the processing fees for your application. If you request an estimate, DOC may require you to pay the reasonable costs of the estimate prior to it being prepared. DOC will not process your application until the estimate has been provided to you. In addition, if you are granted an easement concession over public conservation land you may also be required to pay a **bond, insurance, monitoring fees and ongoing concession easement activity**¹² and **management fees**. Minor easement concession fees are listed on the [Access/Easement](#)¹³ page on the DOC website.

DOC will invoice your processing fees after your application has been considered. If your application is large or complex, DOC may undertake billing at intervals periodically during processing until a decision is made. If you withdraw your application DOC will invoice you for the costs incurred up to the point of your withdrawal.

Your application will set up a credit account with DOC. See the checklist at the end of the form for the terms and conditions you need to accept for a DOC credit account.

Will my application be publicly notified?

- Your application for an easement concession may be publicly notified if having regard to the effects of the activity it is considered appropriate to do so.¹⁴

What does DOC require if my application is approved?

If your application is approved DOC may require:

- **Insurance** to indemnify the Minister of Conservation against any claims or liabilities arising from your actions. The level of insurance cover will depend on the activity.
- A **bond** may be required to be in place before undertaking your activity.¹⁵

Note: The Minister can vary the easement concession if the information on which the easement concession was granted contained material inaccuracies. DOC may also recover any costs incurred.

¹⁰ <https://www.doc.govt.nz/get-involved/apply-for-permits/iwi-consultation/>

¹¹ <https://www.doc.govt.nz/footer-links/contact-us/office-by-name/>

¹² <https://www.doc.govt.nz/get-involved/apply-for-permits/managing-your-concession/ongoing-concession-fees/>

¹³ <https://www.doc.govt.nz/get-involved/apply-for-permits/business-or-activity/access-easements/>

¹⁴ <http://www.legislation.govt.nz/act/public/1987/0065/latest/DLM7475509.html>

¹⁵ <http://www.legislation.govt.nz/act/public/1987/0065/latest/DLM104654.html>

Registration

If you wish to register the easement concession on the Record of Title (formerly known as a Certificate of Title) you need to:

- Discuss with DOC your intention to register your application.
- Record your intent to register in section **M Registration on a Record of Title**.
- Gain DOC's permission to register your application.
- Engage your own legal advice to complete your registration.
- Check the conditions in the [concession \(easement\) template](#).
- Provide detailed plans to DOC (GIS shapefiles (.shp) are recommended).

Note: The applicant will be responsible for registering the easement concession and all the costs of registration.

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A. Applicant details

| | | |
|----------------------------------|--|--|
| Legal status of applicant (tick) | <input type="checkbox"/> Individual (Go to ①) | |
| | <input checked="" type="checkbox"/> Registered company (Go to ②) | <input type="checkbox"/> Trust (Go to ②) |
| | <input type="checkbox"/> Incorporated society (Go to ②) | <input type="checkbox"/> Other (Go to ②) |

| | | | |
|---|--|--------------|----------|
| ① | Applicant name (individual) | | |
| | Phone | Mobile phone | |
| | Email | | |
| | Physical address | | Postcode |
| | Postal address (if different from above) | | Postcode |

| | | | | |
|---|---|---|--|---|
| ② | Applicant name (full name of registered company, trust, incorporated society or other) | | Marberry Estate Limited | |
| | Trading name (if different from applicant name) | | | |
| | NZBN (To apply go to: https://www.nzbn.govt.nz) | 9429046599896 | Company, trust or incorporated society registration number | 6712453 |
| | Registered office of company or incorporated society (if applicable) | Level 9 55 Shortland Street Auckland New Zealand 1010 | | |
| | Company phone | | Company website | https://newforests.com.au/ |
| | Contact person and role | s9(2)(a) | | |
| | Phone | s9(2)(a) | Mobile phone | s9(2)(a) |
| | Email | s9(2)(a) | | |
| | Postal address | PO Box 871, Blenheim | Postcode | 7201 |

Street address (if
different from postal
address)

141 Battys rd., Blenheim

Postcode

7201

B. Variation of an existing easement concession.

Is this application *varying* an existing easement concession?

No

☒

Yes

☐

Easement concession number you wish to vary

C. Pre-application meeting

Have you had a pre-application meeting or spoken to someone in DOC in relation to this application?

No

☐

Yes

☒

If yes, state when and who you met/spoke with.

Kaja Mazzotti-Vetter and David Hayes, 7th April 2021

D. Location and nature of the proposed easement concession

Name (physical description/common name) and land status of public conservation land on which the concession (easement) will cover.

Mt Richmond State Forest Park Marlborough
Property Number: 528282

Will your easement concession benefit other land?

No

☐

Yes

☒

If yes, provide the Lot, Deposited Plan (DP) and record of title of the other land that the easement concession will benefit.

Legal Description: LOT 4 DP 4859 SEC 1 SO 51 Blk IV WAKAMARINA SD SEC 4 SO 525 Blk VIII WAKAMARINA SD LOT 2 DP 4860 and 30 more

Provide the following documents (as attachments) and record the document details in the section L Attachments of this form:

- **Detailed site plan** - with proposed easement, for example:
 - For a road: the length, width, area and position where the easement will be situated.
 - For a pipe: length, width, diameter of the pipe, area and position where the easement is situated.
- **Map** of the site
- **Aerial photo** of the site
- **Drawings of the proposal** (DOC's recommendation is for a GIS shapefiles (.shp) especially if you are going to register the easement on the title of the land)
- **GPS coordinates** (if available) and **provisional survey plan** (if available).

Record the document details in the section L Attachments of this form.

E. Description of activity

Select (by ticking the box) all the easement concession types you are applying for:

| | |
|---------------------------------------|-------------------------------------|
| A right to convey water: | <input type="checkbox"/> |
| A right to drain water: | <input type="checkbox"/> |
| A right to drain sewage: | <input type="checkbox"/> |
| A right of way: | <input checked="" type="checkbox"/> |
| A right to convey electricity: | <input type="checkbox"/> |
| A right to convey telecommunications: | <input type="checkbox"/> |
| A right to convey gas: | <input type="checkbox"/> |

Describe in detail the reasons for your proposed easement concession, including why an easement is required (as opposed to a lease, license or permit). Location details can be completed in section D.

There is an existing formed 'paper road' running from a saddle on the western ridge of Marberry Estate Ltd. land down to Brooklyn Stream. This road will need to be upgraded and used to access an existing forestry road within neighbouring forest to the west. Work required on the road includes the clearance of regenerating vegetation and minor earthworks to crown the road, form water tables and minor excavation of some inside batters on corners is required. Logs will be carted via the neighbouring forestry road and on to the Kaiuma Bay Road before crossing over to Twiddles Island and on to State Highway 6.

This will avoid the transport of logs on all but approximately 800m of the narrow and winding Kaiuma Bay Road.

Most of the formed paper road is situated within the paper road, however there are some sections, as detailed on the map, that falls outside the paper road boundary and onto DOC land, it is over these sections that the Applicant is se

F. Permanent or temporary structures or facilities

As part of your easement, do you wish to build, extend or add to any permanent or temporary structures or facilities on public conservation land (e.g. pipes, pumps, pump sheds, storage tanks, towers, poles, fences, storage facilities)?

| | |
|-----|-------------------------------------|
| No | <input type="checkbox"/> |
| Yes | <input checked="" type="checkbox"/> |

If yes, answer the following four questions.

- 1** Provide full details about the structure or facility (e.g. dimensions, materials, location, purpose) and methods of construction (e.g. number of people and vehicles involved).

The forest manger is considering 2 options for two stream crossings.

1. A battery culvert: These are designed to be overtopped during floods so high flows will not damage the structure. Downstream properties and infrastructure are over 500 metres from the crossing location. The structure will be low enough that machine access to remove any debris will be easily managed. Daily vehicle access across this crossing will ensure they remain clean and clear during harvest operations.
2. Engineered bridge crossing: Bridge engineers are visiting the site at the end of April to undertake an assessment to see if an engineered bridge is a suitable option.

Cross drains (375mm culverts) will be installed the length of the paper road to control water. These will be flumed and discharged onto stable ground. Culverts will be sited not further than 100m apart.

- 2** Could your structure or facility, or addition/extension to an existing structure or facility, be reasonably located outside public conservation land?
- If yes, provide details of other sites/areas that have been considered.
 - If no, provide reasons why existing structures or facilities outside of public conservation land are not suitable.

No, the structures are necessary to cross streams, provide access and control water.

- 3** Could any potential adverse effects of your structure or facility (or addition/extension to an existing structure or facility) be significantly less (and/or different) in another conservation area or another part of the conservation area you are applying for? Give details/reasons.

Not applicable.

4

Could you use an existing structure or facility? Could you use the existing structure or facility without any additions?

- If yes, provide details of any existing structures or facilities that you have considered using, or how your activity might be undertaken without making an addition to the existing structure or facility.
- If no, provide reasons why any existing structure or facility could not be used without any additions.

Yes: Logging traffic is legally allowed to use Kaiuma Bay Road, this option would be very simple and just involves leaving the forest onto the existing public road. However, high productivity motor vehicles are not permitted to use the existing structures on this road, therefore more vehicle movements will be necessary. The Kaiuma Bay road is windy, unsealed and has poor sight distance. It also passes through the small Wakaretu Settlement, this is primarily holiday homes, but it would certainly be an area that causes concern to residents.

G. Are you applying for any other DOC permissions?

Are you applying for other DOC permissions in addition to this easement?

No



Yes e.g. Permanent and temporary structures (that are not part of your easement)



If yes, state the other permits you are applying for?

H. Duration (term of easement)

In accordance with section 17Z(3)(a)(c) of the Conservation Act 1987, an easement may be granted for a term not exceeding 30 years, except:

- (a) In exceptional circumstances, the Minister may grant a term not exceeding 60 years
- (b) Where the easement provides a right of way access to a property to which there is no other practical access, the term may be for such longer period as the Minister considers appropriate
- (c) Where the easement is for a public work (as defined in the Public Works Act 1981), the term may be for the reasonably foreseeable duration of that public work.

Detail the length of the term sought (i.e. **must be** number of years or months) and why (*Note: in perpetuity/forever or similar meaning is not a term under the Act and not able to be granted*):

20 years, this will allow flexibility to the timing of harvesting operations

If you are seeking over 30 years, explain why:

I. Consultation undertaken

DOC has a statutory obligation to give effect to the principles of the Treaty of Waitangi. This often requires consultation with our Treaty Partner (iwi/hapū/whānau of local Maori) on your application. If you have already consulted with our Treaty Partner, or with other interested stakeholders, DOC would like to know about it.

We recommend you discuss consultation with a DOC staff member before starting your application.

Have you carried out any consultation?

No

☐

Yes

☒

If yes, supply details of each Treaty Partner or interested stakeholders consulted with.

Copy and paste the table below and complete for each Treaty Partner or interested stakeholders. If you received a written response to consultation attach a copy and record all attachments in section 'L Attachments', including:

- Additional pages with the required information
- Written responses to your consultation with Treaty Partners or interested stakeholders.

Whānau/hapū/iwi or other interested party consulted with:

Ngati Kuia

Name of individual you consulted with:

Date of consultation:

26th November 2020

Form of consultation (e.g. email, meeting):

Meeting in the forest

Outcome of consultation:

See attached Environmental assessment

Released under the Official Information Act

| | |
|--|--|
| Other interested stakeholders consulted with e.g. Conservation Boards or community groups: | |
| Name of individual you consulted with: | |
| Date of consultation: | |
| Form of consultation (e.g. email, meeting): | |
| Outcome of consultation: | |

J. Consistency with DOC statutory plans

List the [DOC's statutory planning documents](#)¹⁶ relevant to your application.

Nelson/Marlborough Conservation Management Strategy

Are you aware of any potential inconsistency of your easement concession with DOC's statutory planning documents?

No

☐

Yes

☒

¹⁶ <https://www.doc.govt.nz/about-us/our-policies-and-plans/statutory-plans/>

If you have answered yes, explain why it is inconsistent with the statutory planning documents

K. Effects assessment

Identify actual or possible effects of the easement concession applied for. Describe the actions you propose to take to avoid, remedy or mitigate any adverse effects. For further information check [DOC's Environmental Impact Assessment](#)¹⁷ and [DOC's guide to preparing your environmental impact assessment](#)¹⁸.

If you have identified effects or mitigation measures for adverse effects not included in the table below or you have a full Environmental Impact Assessment attach this information to your application. Record this additional information in the table below and in section K as an attachment.

Have you attached a full Environmental Impact Assessment?

Yes



No



If you have answered **no** provide a **description of environmental effects** of your easement concession in the table below including details of the:

- Existing environment
- Potential effects
- Proposed methods to avoid, remedy or mitigate the adverse effect/s.

Description of environmental effects

No effects as the easement uses an existing structure or facility (including a road or track) and there will be no modification or disturbance due to increased use.



¹⁷ <https://www.doc.govt.nz/get-involved/apply-for-permits/managing-your-concession/environmental-impact-assessment/>

¹⁸ <https://www.doc.govt.nz/globalassets/documents/about-doc/concessions-and-permits/concessions/guide-to-environmental-impact-assessments.pdf>

| Effects | Description |
|--|-------------|
| Effects on the landscape e.g. ability of landscape to accommodate changes. | |
| Effects on the visual composition of the landscape | |
| Effects on cultural values of Tangata Whenua or members of the public | |
| Effects on historic sites or objects including Wahi Tapu e.g, disturbance of the ground. | |
| Effects on existing infrastructure such as roads, tracks, huts, carparks, huts etc. | |
| Effects on existing vegetation e.g. disturbance or removal of vegetation. | |
| Effects of earthworks e.g. removal of topsoil and where removed earthworks will be stored. Note: All earthworks storage on public conservation land needs to be authorised. | |
| Effects on wildlife or wildlife habitat | |
| Effects on aquatic habitat (waterways, swamps, freshwater animals and vegetation). | |
| Effects on other users (tangata whenua, recreational users and concessionaires) of the Land. | |
| Effects of the easement increase threats (pests, weeds, pathogens and fire) to public conservation land. | |
| Effects of increased rubbish, toilet waste or debris left on public conservation land during construction and regular use of the easement. | |
| Cumulative effects that could be caused by the easement. | |
| Positive effects of the easement. | |

L. Attachments

Attachments should *only* be used if there is:

- A specific question requiring a map or further information
- Not enough space on the form to finish your answer
- You have additional information that supports your answer
- You wish to make an additional request of DOC regarding the application.

Label each document clearly and complete the table below.

| Section of the application form the attachment relates to | Document title | Document format (e.g. Word, PDF, Excel, jpg etc.) | Description of attachment |
|---|---|---|--|
| <i>D</i> | <i>BrooklynRd_Line.zip</i> | <i>.shp (shapefile)</i> | <i>Detailed site plan of the easement</i> |
| <i>J</i> | <i>Assessment of Environmental Effects Kaiuma</i> | <i>Word</i> | <i>Effects assessment on: Landscape, cultural values, existing vegetation, wildlife, earthworks, other users and positive effects.</i> |
| <i>D</i> | <i>Kaiuma_Easement_Area_aerial photo</i> | <i>pdf</i> | <i>Map of Easement showing aerial photography and paper road</i> |
| <i>D</i> | <i>BrooklynRd_polygon.zip</i> | <i>.shp (shapefile)</i> | <i>Detailed site plan of the easement</i> |
| <i>D</i> | <i>Kaiuma_Easement_Area_Lidar</i> | <i>pdf</i> | <i>Map of Easement showing paper road with the use of Lidar</i> |
| | | | |
| | | | |
| | | | |

M. Registration on a Record of Title

Are you going to register your easement concession (if granted) on the Record of Title (formerly known as the Certificate of Title)?

| | |
|-----|-------------------------------------|
| No | <input checked="" type="checkbox"/> |
| Yes | <input type="checkbox"/> |

If yes, you will be responsible for registering the easement concession, including all costs.

N. Checklist

| Application checklist | Tick |
|--|-------------------------------------|
| I have completed all sections of this form relevant to my application and understand that the form will be returned to me if it is incomplete. | <input checked="" type="checkbox"/> |
| I certify that the information provided in this application form and any attached additional forms is, to the best of my knowledge, true and correct. | <input checked="" type="checkbox"/> |
| I have supplied maps to accompany my shapefiles (.shp) and/or NZTM GPS locations listed in section E Locations. | <input checked="" type="checkbox"/> |
| I have detailed, in Section 'K Effects assessment', the easements environmental effects or I have supplied a full Environmental Impact Assessment and attached to section 'L Attachments'. | <input checked="" type="checkbox"/> |
| I have indicated in section 'M Do you intend to register the easement concession' that I do or do not want the easement registered. | <input checked="" type="checkbox"/> |
| I understand if I want the easement registered on the Record of Title I will be paying all the costs of the registration including surveying and independent legal advice. | <input checked="" type="checkbox"/> |
| I have appropriately labelled all attachments and completed section 'L. Attachments' to match. | <input checked="" type="checkbox"/> |

O. Terms and conditions for a credit account with the Department of Conservation

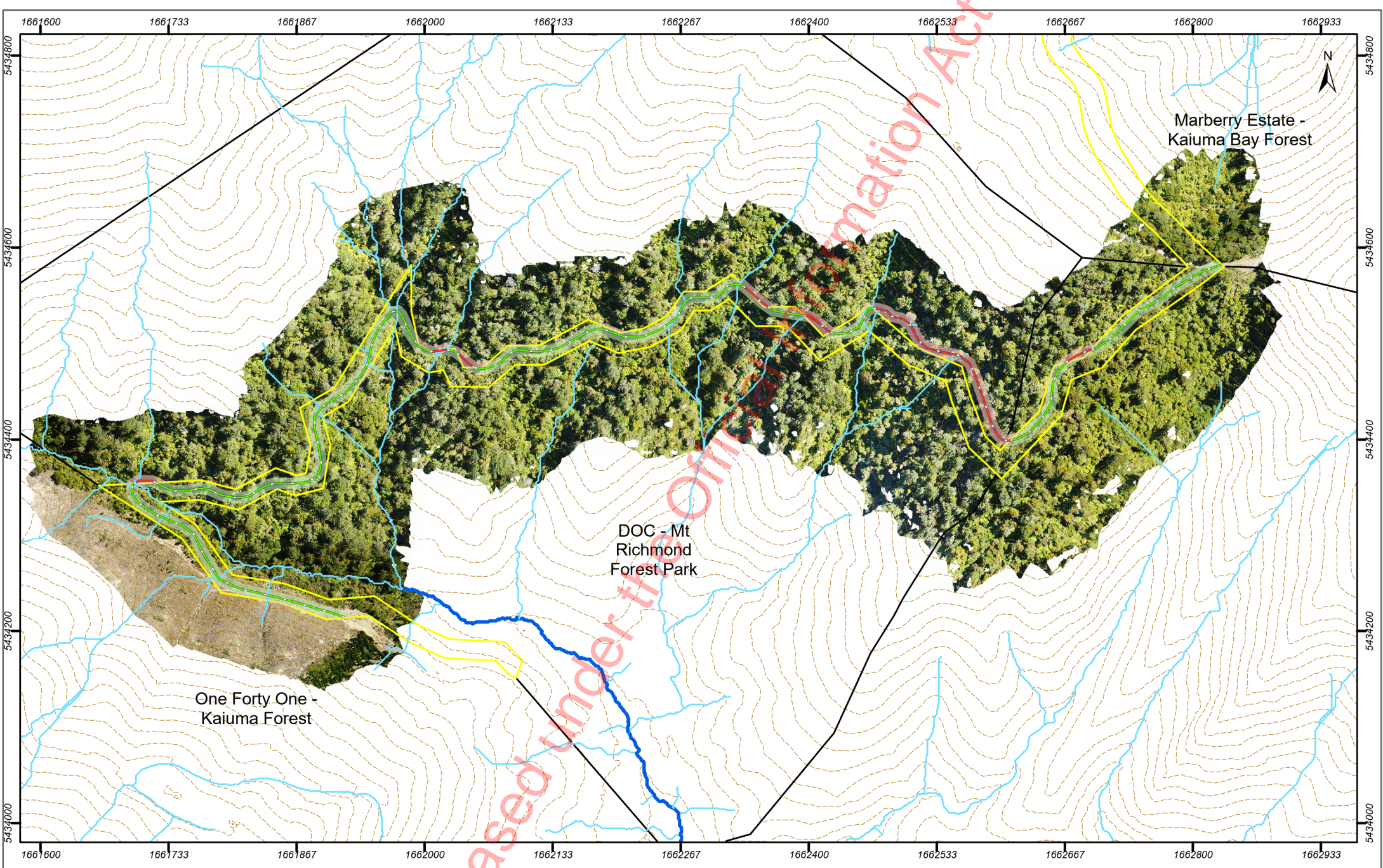
| | |
|---|-------------------------------------|
| Have you held an account with the Department of Conservation before? | Tick |
| No | <input type="checkbox"/> |
| Yes | <input checked="" type="checkbox"/> |
| If "yes", under what name: M&R Forestland Management Ltd | |

In ticking this checklist and placing your name below you are acknowledging that you have read and agreed to these terms and conditions for an account with the Department of Conservation

| Terms and conditions | Tick |
|--|-------------------------------------|
| I/We agree that the Department of Conservation can provide my/our details to the Department's Credit Checking Agency to enable it to conduct a full credit check. | <input checked="" type="checkbox"/> |
| I/We agree that any change which affects the trading address, legal entity, structure of management or control of the applicant's company (as detailed in this application) will be notified in writing to the Department of Conservation within 7 days of that change becoming effective. | <input checked="" type="checkbox"/> |
| I/We agree to notify the Department of Conservation of any disputed charges within 14 days of the date of the invoice. | <input checked="" type="checkbox"/> |
| I/We agree to fully pay the Department of Conservation for any invoice received on or before the due date. | <input checked="" type="checkbox"/> |
| I/We agree to pay all costs incurred (including interest, legal costs and debt recovery fees) to recover any money owing on this account. | <input checked="" type="checkbox"/> |
| I/We agree that the credit account provided by the Department of Conservation may be withdrawn by the Department of Conservation, if any terms and conditions (as above) of the credit account are not met. | <input checked="" type="checkbox"/> |
| I/We agree that the Department of Conservation can provide my details to the Department's Debt Collection Agency in the event of non-payment of payable fees. | <input checked="" type="checkbox"/> |

| | | | |
|---|----------|-------------|---------|
| Applicant Name/s (of authorised person/s) | s9(2)(a) | Date | 30/4/21 |
|---|----------|-------------|---------|

| | | | |
|---|--|-------------|--|
| For Departmental use | | | |
| Credit check completed | | | |
| Comments: | | | |
| Signed | | Name | |
| Approved (Tier 4 manager or above) | | Name | |



DISCLAIMER : This map has been derived from a combination of supplied topographic and landuse data. While all possible care has been taken ensuring the accuracy of the data, Photomap (a division of Buck Forestry Services Ltd) accepts no responsibility or liability for any errors in this mapping.
CRS data sourced from LINZ Online
Datum: NZGD 2000. Units: Meter
Coordinate System: NZGD 2000.
Projection: Transverse Mercator



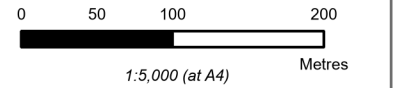
KAIUMA FOREST

Road Easement

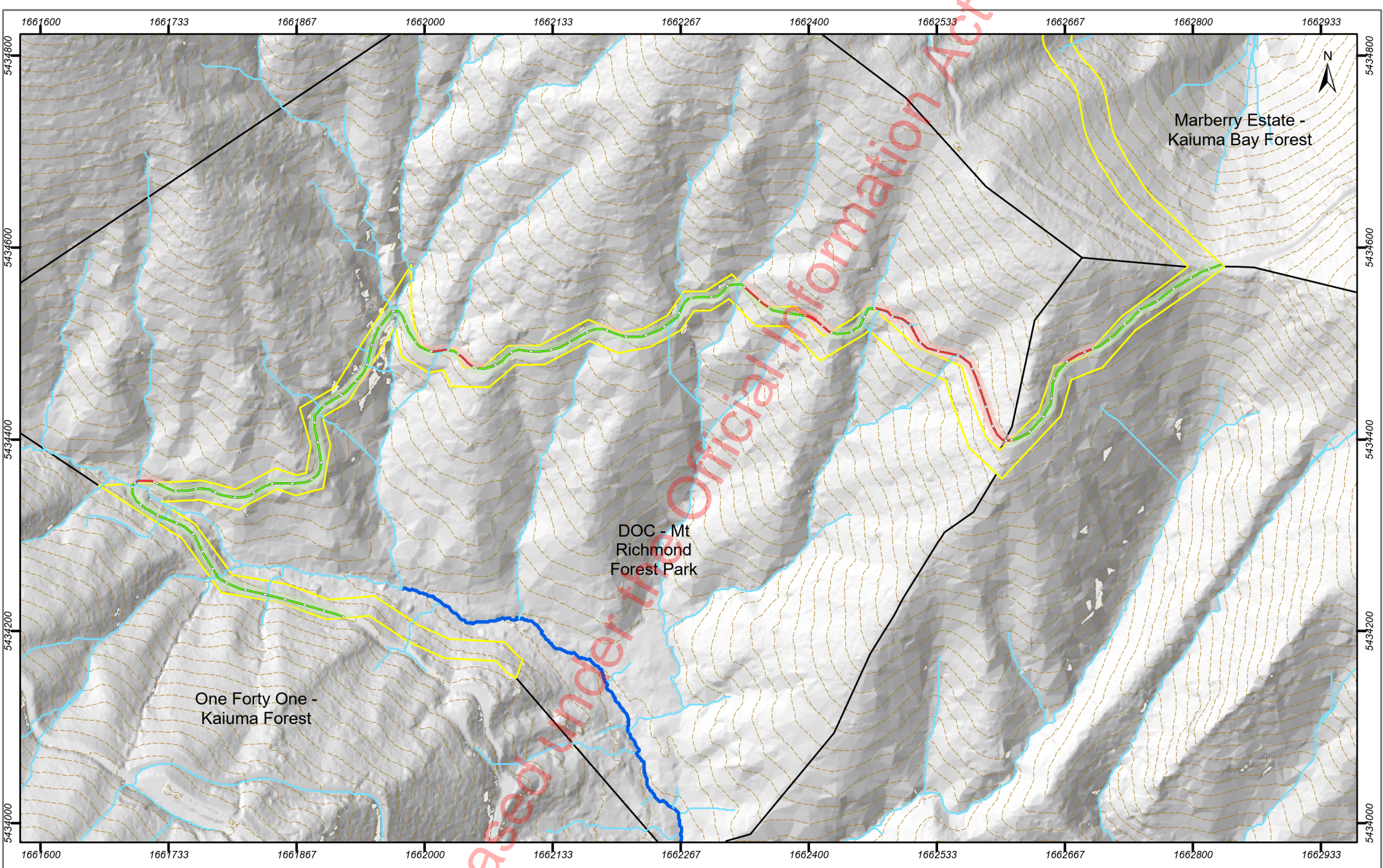
Brooklyn Road, 1799.4m
Inside Easement, 1418.5m
Outside Easment, 380.8m
Legal Easement

Roading Area, 21560.5m²
Area Inside Easement, 16879.0m²
Outside Easment, 4681.5m²
Legal Boundaries

Contours (10m)
Minor Waterways (Strahler Order <5)
Major Waterways (Strahler Order >5)



Imagery Date: 03/02/21 Mapping Date: 22/04/2021
Imagery Source: Drone Imagery LIDAR Capture: 2021 Release



DISCLAIMER : This map has been derived from a combination of supplied topographic and landuse data. While all possible care has been taken ensuring the accuracy of the data, Photomap (a division of Buck Forestry Services Ltd) accepts no responsibility or liability for any errors in this mapping.
CRS data sourced from LINZ Online
Datum: NZGD 2000, Units: Meter
Coordinate System: NZGD 2000
Projection: Transverse Mercator



KAIUMA FOREST

Road Easement

- Brooklyn Road, 1799.4m
- Inside Easement, 1418.5m
 - Outside Easment, 380.8m
 - Legal Easement

- Roading Area, 21560.5m²
- Area Inside Easement, 16879.0m²
 - Outside Easment, 4681.5m²
 - Legal Boundaries

- Contours (10m)
- Minor Waterways (Strahler Order <5)
- Major Waterways (Strahler Order >5)

0 50 100 200 Metres

1:5,000 (at A4)

Imagery Date: 03/02/21 Mapping Date: 22/04/2021

Imagery Source: Drone Imagery LIDAR Capture: 2021 Release



File Ref: 93504-OTH

22 July 2021

Marberry Estate Limited
PO Box 871
Blenheim 7201
New Zealand

For the attention of: s9(2)(a)

Dear s9(2)(

Re: CONCESSION APPLICATION

Thank you for your concession application received on 4 May 2021. Your concession application number is 93504-OTH. Please quote this number in any communications related to your concession application.

I am Lara, a Permissions Advisor from the Hokitika Permissions team. I will be the case manager and contact point for anything related to the processing of your concession application. My contact details are as follows: 027 3470349, lpollard@doc.govt.nz.

Your application has been classified as a n easement and will be processed via the Non-notified concession application process. Information about this process can be found on the [Department of Conservation's website](#).

As agreed to by you in the application form, the Department recovers all costs to process a concession application from applicants regardless of whether the application is approved or declined. The standard fee estimate for this type of concession application is \$2065 + GST; should there be any further costs anticipated over and above the standard estimate I will inform you in advance as soon as they become apparent.

If you choose, at any time, to withdraw your application you will be invoiced for any costs incurred by the Department up to that point.

My initial assessment of your application confirms that it contains enough information for me to continue processing it at this time.

Please contact me if you have any questions about this letter or the application process.

Yours sincerely

From: Lara Pollard
Sent: Monday, 30 August 2021 8:35 am
To: Lara Pollard
Subject: 93504-OTH Marberry Estate Ltd emails
Attachments: FW: ACTION POST ADMIN 93504-OTH Marberry Estate Ltd; RE: 93504-OTH Marberry Estate Ltd - easement application; ACTION 93504-OTH Marberry Estate Ltd - Peer Review; RE: 93504-OTH Easement Application - Marberry Estate - location of culverts; RE: 93504-OTH Marberry Estate Ltd - easement application; RE: 93504 - iwi comments for Marberry Estate Forestry Easement ; RE: SAP Check please; 93504-OTH Marberry Estate Ltd - acknowledgement and cost estimate; FW: 93504-OTH Marberry Estate Ltd - time extension ; RE: 93504-OTH Marberry Estate Ltd - Task Register; RE: 93504-OTH Easement Application - Marberry Estate; RE: ACTION 93504-OTH Marberry Estate Ltd Cost Recovery; RE: 93504-OTH Acknowledgement of Application for Marberry Estate; FW: M & R Forestland management; Accepted: Context meeting - 93504-OTH Marberry Estate Limited; RE: 93504 OTH Marberry context meeting; RE: Task Assignment – Permission 93504-OTH (Marberry Estate Limited); assyst: Concessions and Permits - Part 3B Concession Applications request with the reference number R212567 has been assigned to you.

Released under the Official Information Act

From: Lara Pollard
Sent: Thursday, 22 July 2021 9:36 am
To: s9(2)(a)
Subject: 93504-OTH Marberry Estate Ltd - acknowledgement and cost estimate

File Ref: 93504-OTH
22 July 2021
Marberry Estate Limited
PO Box 871
Blenheim 7201
New Zealand

For the attention of: s9(2)(a)

Dear s9(2)(a)

Re: CONCESSION APPLICATION

Thank you for your concession application received on 4 May 2021. Your concession application number is 93504-OTH. Please quote this number in any communications related to your concession application.

I am Lara, a Permissions Advisor from the Hokitika Permissions team. I will be the case manager and contact point for anything related to the processing of your concession application. My contact details are as follows: s9(2)(a) lpollard@doc.govt.nz.

Your application has been classified as a n easement and will be processed via the Non-notified concession application process. Information about this process can be found on the [Department of Conservation's website](#).

As agreed to by you in the application form, the Department recovers all costs to process a concession application from applicants regardless of whether the application is approved or declined. The standard fee estimate for this type of concession application is \$2065 + GST; should there be any further costs anticipated over and above the standard estimate I will inform you in advance as soon as they become apparent.

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My initial assessment of your application confirms that it contains enough information for me to continue processing it at this time.

Please contact me if you have any questions about this letter or the application process.

Yours sincerely

Lara Pollard - *Ngati Tumatauenga*

Permissions Advisor – *Kaitūtohu*

Hokitika Shared Service Centre – *Te Wahanga Ratonga Pokapu o Hokitika*

Department of Conservation – *Te Papa Atawhai*

Private Bag 701

Hokitika 7842

Located in Christchurch Office

161 Cashel Street

Christchurch Central 8011

Mobile: s9(2)(a)



www.doc.govt.nz

Hours of Work

Mon – Thurs 8am – 4.30pm

Fri 7am - 3.00pm

Released under the Official Information Act

From: s9(2)(a)

Sent: Thursday, 15 July 2021 9:43 am

To: Rebecca Beaumont <rbeaumont@doc.govt.nz>

Subject: RE: Brief update on progress of your easement application.

Hi Rebecca

Just a follow up on my phone message, just wondering if there is any progress on this application?

Thanks

s9(2)(a)



M&R Forestland Management Ltd., 141 Battys Rd, Blenheim 7201,
New Zealand

PO Box 871, Blenheim 7240, New Zealand

s9(2)(a)

www.mrforestland.co.nz

From: s9(2)(a)

Sent: Friday, 18 June 2021 1:32 PM

To: Rebecca Beaumont <rbeaumont@doc.govt.nz>

Subject: RE: Brief update on progress of your easement application.

Hi Rebecca,

Thanks for letting me know that this is starting to progress. I look forward to hearing from the local team in regards to this

Thanks

s9(2)(a)



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New Zealand

PO Box 871, Blenheim 7240, New Zealand

s9(2)(a)

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From: Rebecca Beaumont <rbeaumont@doc.govt.nz>

Sent: Monday, 14 June 2021 3:17 PM

To: s9(2)(a)

Subject: Brief update on progress of your easement application.

Kia ora s9(2)(

This email is to provide a brief update on the progress of your easement for access to Kaiuma Bay Forest.

I am the Team Lead of the Hokitika Permissions Team and one of our team will be processing your application. I anticipate that I will assign this work to an advisor within a week. At that point, the advisor will contact you to introduce themselves and will be the point of contact from then on. The first step in our process is for a meeting to be held with the local Operations Manager and processing team, and after that point the permissions advisor will be able to update with a projected processing time and cost estimate for the processing of your easement.

I thank you for your patience thus far. If you have any concerns about the process, or if there is urgency related to your project that we are not aware of, then please contact me.

Kind regards,
Rebecca

Rebecca Beaumont

Kaiārahi Tūtohu Hokitika | Team Lead – Permissions Hokitika
Whakatū | Nelson Office
Te Papa Atawhai | Department of Conservation

s9(2)(a) | Private Bag 5, Nelson 7042

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From: s9(2)(a)
Sent: Friday, 16 July 2021 9:20 am
To: Lara Pollard
Cc: s9(2)(a)
Subject: RE: 93504-OTH Acknowledgement of Application for Marberry Estate

Mōrena Lara,
Thank you for letting me know our concession is being progressed, feel free to contact me if you need further information.

Thanks,

s9(2)(a)



M&R Forestland Management Ltd., 141 Battys Rd, Blenheim 7201, New Zealand
PO Box 871, Blenheim 7240, New Zealand

s9(2)(a)

www.mrforestland.co.nz

From: Lara Pollard <lpollard@doc.govt.nz>
Sent: Friday, 16 July 2021 7:16 AM
To: s9(2)(a)
Subject: 93504-OTH Acknowledgement of Application for Marberry Estate

Tena koe

This is a quick email to let you know I will be processing your application.

A context meeting is being held between Dept staff to discuss your application and I will send you a time/cost estimate after the meeting.

Please contact me in the first instance if you have any questions

Hei koneii ra

Lara Pollard - Ngati Tumatauenga
Permissions Advisor – Kaitūtohu
Hokitika Shared Service Centre – Te Wahanga Ratonga Pokapu o Hokitika
Department of Conservation – Te Papa Atawhai
Private Bag 701
Hokitika 7842

Located in Christchurch Office

161 Cashel Street
Christchurch Central 8011

Mobile: s9(2)(a)



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From: s9(2)(a)
Sent: Thursday, 5 August 2021 4:49 pm
To: Lara Pollard
Subject: RE: 93504-OTH Easement Application - Marberry Estate - location of culverts
Attachments: Kaiuma-Paper rd.pdf

Hi Lara

The map attached has two Culvert symbols, which is where we are looking to put the crossings in, feel free to call me to discuss

Cheers

s9(2)(a)



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PO Box 871, Blenheim 7240, New Zealand

s9(2)(a)

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From: Lara Pollard <lpollard@doc.govt.nz>
Sent: Thursday, 5 August 2021 1:50 PM
To: s9(2)(a)
Subject: RE: 93504-OTH Easement Application - Marberry Estate - location of culverts

Hi s9(2)(

I have just left a message on your phone.

I didn't mean the culverts that would be 100m apart, I mean the battery culvert and the bridge

Though I best clear that up

cheers

Lara Pollard - Ngati Tumatauenga
Permissions Advisor – Kaitiūtohu
Hokitika Shared Service Centre – Te Wahanga Ratonga Pokapu o Hokitika
Department of Conservation – Te Papa Atawhai
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Fri 7am - 3.00pm

From: Lara Pollard

Sent: Monday, 2 August 2021 1:54 pm

To: s9(2)(a)

Subject: 93504-OTH Easement Application - Marberry Estate - location of culverts

Hi s9(2)(a)

Can you please send me a map or GPS coordinates where the culverts are to be installed.

Thank you

Lara Pollard - *Ngati Tumatauenga*

Permissions Advisor – *Kaitūtohu*

Hokitika Shared Service Centre – *Te Wahanga Ratonga Pokapu o Hokitika*

Department of Conservation – *Te Papa Atawhai*

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Released under the Official Information Act

Via OFO to Te Hoiere Rd. 5.8km

Brooklyn Road

From: s9(2)(a)
Sent: Friday, 16 July 2021 1:55 pm
To: Lara Pollard
Cc: Kaja Mazzotti-Vetter
Subject: RE: 93504-OTH Easement Application - Marberry Estate

Hi Lara,

The road is already existing, it just needs to be bought up to log trucking stands. The road is approximately 5 - 5.5m wide and we will need to add a water table to control runoff, this is around 1m of widening, at the most.

We will need to design the approaches to the bridges, however it is difficult to do a detailed plan until the road leading up to the approach has been mulched. However, we don't anticipate this being an excessive amount of earthworks

s9(2)(a)



M&R Forestland Management Ltd., 141 Battys Rd, Blenheim 7201, New Zealand
PO Box 871, Blenheim 7240, New Zealand

s9(2)(a)

www.mrforestland.co.nz

From: Lara Pollard <lpollard@doc.govt.nz>
Sent: Friday, 16 July 2021 1:36 PM
To: s9(2)(a)
Cc: Kaja Mazzotti-Vetter <kvetter@doc.govt.nz>
Subject: 93504-OTH Easement Application - Marberry Estate

Hi s9(2)(a)

Can you please advise the maximum width of the proposed road

regards

Lara Pollard - *Ngati Tumatauenga*

Permissions Advisor – *Kaitiātohu*

Hokitika Shared Service Centre – *Te Wahanga Ratonga Pokapu o Hokitika*

Department of Conservation – *Te Papa Atawhai*

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From: Michelle Pearce
Sent: Friday, 24 September 2021 1:37 pm
To: s9(2)(a)
Cc:
Subject: SIGNED CONTRACT. 93504-OTH. Marbetty Estate Ltd.
Acknowledge receipt of signed contract

Hi s9(2)(a)

Your signed contract has been received by the department, Thank you.

Michelle Pearce
National Transaction Centre Advisor
Department of Conservation | Te Papa Atawhai
Dunedin | Ōtepoti Office
DDI: s9(2)(a)
www.doc.govt.nz



From: s9(2)(a)
Sent: Thursday, 16 September 2021 5:15 pm
To: Michelle Pearce <MPEARCE@doc.govt.nz>
Cc: s9(2)(a)
Subject: SIGNED CONTRACT. 93504-OTH. Marbetty Estate Ltd. Signed contract.

Hi Michelle,
Please find attached the signed concession document for Kaiuma.
Please feel free to contact me if there is anything else required. Any invoices for this can be directed to me.
Regards,

s9(2)(a)



M&R Forestland Management Ltd., 141 Battys Rd, Blenheim 7201, New Zealand
PO Box 871, Blenheim 7240, New Zealand

s9(2)(a)

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From: s9(2)(a)

Sent: Wednesday, 15 September 2021 4:31 PM

To: s9(2)(a)

Cc:

Subject: FW: Completed: You're copied on "MEL - DOC concession (Kaiuma Bay)"

Hi s9(2)(

All signed now.

Can you please close out.

Thanks

s9(2)(a)

www.newforests.com.au

From: New Forests <adobesign@adobesign.com>

Sent: Wednesday, 15 September 2021 3:57 PM

To: s9(2)(a)

Subject: Completed: You're copied on "MEL - DOC concession (Kaiuma Bay)"

s9(2)(a) cc'd you on

MEL - DOC concession (Kaiuma Bay)

Open agreement

Attached is the final agreement between:

- New Forests

s9(2)(a)

You can also [open it online](#) to review its activity history.

s9(2)(a) had previously added you to this agreement for your information only.

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