

Management Plan for Lake Manuwai and Lake Waingaro - Water Reservoirs - Kerikeri



Prepared in partnership with:

**Far North District Council
Kerikeri Irrigation Company**

Management Plan for Lake Manuwai and Lake Waingaro - Water Reservoirs -

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Agreement dated this day of 2002

Signed for and on behalf of the
Kerikeri Irrigation Company (KIC)
in the presence of:

) *D. Jones*
)
) *M. H. (Manager)*

Witness
Address
Occupation

*Irrigation Scheme
operator*

*BAOL
43 Shepherd Rd.
Kerikeri*

Signed for and on behalf of the
Far North District Council (FNDC)
in the presence of:

)
)
)

Witness
Address
Occupation

[Handwritten signature]
[Handwritten signature]





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Northland Regional Council
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Lakes Manuwai & Waingaro

Scale 1 : 50,000



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Aims of the Management Plan

- To supply the highest quality water available to the wider Kerikeri area from the Manuwai and Waingaro reservoirs and manage the public entry to the reservoir to minimize the risk to safety and water quality.
- This is achieved through the granting of easements to protect the public right to enter and access the reservoirs and to provide for the public to use the easement land beside the Manuwai reservoir for sailing, picnicking and other passive recreational activities.

Background to Reservoirs

Horticulture has been part of the Kerikeri infrastructure for a long time with the first citrus orchards being established in the 1920's. The moisture holding capacity of the volcanic soils in the district is low and the summer droughts can be long so that even with an annual rainfall of 1800 mm, supplementary irrigation is necessary for consistently high quality fruit. Streams in the area are small and their drought flows are very low so that harvesting of the winter runoff is necessary.

Two storage schemes were built in the early 1980's to supply water to some 2800 hectares of horticultural land.

The main reservoirs are sited high in the catchments to minimize diversion and spillway costs, to enable a largely gravity feed irrigation supply and to lessen the impact on the local environment.

Some adjoining catchments in the southern area are contained by small weirs and diverted through pipelines to supplement the flow into the main Southern Reservoir. At the top end of the Southern Reservoir one stream has been diverted through a conveniently low saddle. This same saddle also acts as an auxiliary spillway in times of exceptionally large floods.

Southern Reservoir – Lake Waingaro

Water from this reservoir is piped to the southern Kerikeri area.

Catchment area (including diversions)	645 hectares
Volume of compacted earth in dam	720,000 cubic meters
Live storage volume of reservoir	4.8 million cubic meters
Dam height	32.5 meters
Maximum water flow	660 litres per second
Reservoir area at top of water level	44 hectares

Northern Reservoir – Lake Manuwai

A dam on the Waipapa River stores the water for use in the northern Kerikeri area. Water from this reservoir is taken in two different ways. The lower areas in this scheme are supplied by gravity feed pipelines. To the higher land the water is pumped by Michell turbines. The water driving the turbines is released back into the Waipapa stream and recaptured at an intake some three kilometers downstream and then piped away to supply properties at lower levels.

recaptured at an intake some three kilometers downstream and then piped away to supply properties at lower levels.

Catchment area	575 hectares
Volume of compacted earth in Dam	400,000 cubic meters
Live storage volume of reservoir	8 million cubic meters
Dam height	28 meters
Maximum irrigation flow	600 litres per second and 420 to the Waipapa stream
Reservoir area at top water level	122 hectares

Protection of Rivers and Stream in the Kerikeri area.

This must be one of the major advantages for the Kerikeri area in the way that the Irrigation Company harvests the water in the high rainfall times and stores this in its reservoirs for distribution during drier periods. This has reduced the pressure on the local rivers and streams for the taking of water for irrigation purposes and helping to protect their natural flows.

Before the Irrigation Scheme was built there was so much pressure on the local streams and rivers that in times of drought conditions neighbours continually argued over who had the right to take water.

Consultation

During the planning for the Kerikeri Irrigation Scheme the then Ministry of Works, Ministry of Agriculture and their various consultants carried out extensive research, investigation, consultation and reporting on the project. This work included in depth studies of the effects and benefits on the population, economy, environment and general development of the area. They all concluded that there would be very small effects on the environment and that the benefits of a reliable and economic water supply outweighed all other considerations.

Over the intervening period the scheme has been responsibly managed, firstly by the Ministry of Works staff, then the Bay of Islands Council staff and lately by the Kerikeri Irrigation Company. At all stages the proper maintenance has been carried out and any queries or problems for users and the general public have been addressed as they have arisen.

In the middle 1990's MAF commissioned a report on the management of the reservoirs with public consultation and that report has help shape the content of the proposed easement.

District Plan provisions:

There are rules in the District Plan restricting motorized craft on rivers and lakes. These restrictions do apply to the Waingaro and Manuwai reservoirs although there are specific exceptions for craft required for safety, scientific and maintenance use. It should be noted that the set back provisions for buildings and impermeable surfaces applies to the reservoirs. The policies in this management plan regarding riparian vegetation are consistent with the District Plan.

Public access for recreational use

All lake beds, dam structures and lands surrounding Lake Manuwai and Lake Waingaro are in the ownership of the Kerikeri Irrigation Company. The extent of these land holdings are shown in the Appendices attached. A three metre wide easement from Onekura Road provides pedestrian access to Lake Manuwai and a three metre wide easement from Wiroa Road provides pedestrian access to Lake Waingaro. Both easements adjoin the strip that surrounds both lakes.

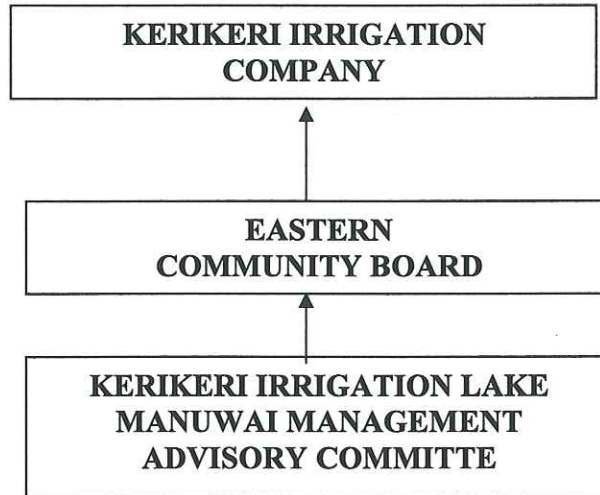
Because of its larger area, less marked water level fluctuations and easier public access, the northern reservoir – Lake Manuwai is the only area available for recreational activity. This area has been made available to the community for recreational use through the granting of an easement to the Far North District Council.

This area is not a reserve subject to Reserves Act 1977 and will be managed subject to this management plan.

Access to these reservoirs and recreational areas shall be subject to certain conditions stated in the easement documents attached to this plan.

Currently the main active recreational activities occurring at Lake Manuwai are sailing and trout fishing. Any request for changes to these recreational uses should be firstly referred to the Kerikeri Irrigation Lake Manuwai Management Advisory Committee for comment and support prior to approaching the Eastern Community Board and the Kerikeri Irrigation Company.

Recreation Management Structure



The Kerikeri Irrigation Lake Manuwai Management Advisory Committee shall comprise a maximum of 2 representatives from:

- Kerikeri Irrigation Company
- Eastern Community Board
- Kerikeri High School
- Kerikeri Lakes Recreational Reserve Group Inc
- Kerikeri Cruising Club
- Fish & Game NZ – Northland Region

Management Policies:

1. The Kerikeri Irrigation Company acknowledges the intention of the easement agreement to allow public access to the land marked on the attached plans subject to the conditions of the easement. The KIC will retain the overall responsibility to manage the easement areas and retain the sole right to manage the reservoir water levels and prevent entry subject to the obligations in the easement agreement to consult with the FNDC
2. When it is necessary to prevent entry to the reservoirs KIC will endeavor to provide prior notice to those users with a formal lease and FNDC through the Eastern Community Board. If prior notice is not possible all parties will be notified at the earliest opportunity. A sign will be erected at the relevant entrance stating that the reservoirs are closed
3. It is a requirement that any group formally using the facilities must initiate a Memorandum of Understanding with KIC and abide by the "Conditions of use".
4. FNDC shall be responsible for the maintenance of the easement areas. Other users may be asked to contribute to the maintenance of the area and must abide by the "Conditions of use".
5. All users of the area shall on an ongoing basis update and educate their members on the conditions of use and any relevant matters that the managers may from time to time wish to implement.
6. All users and affiliated groups, including KIC and the FNDC, have a responsibility to protect and ensure the reservoirs are maintained in a healthy condition for future generations. If necessary vehicle access from the Sandy's Road to the easement may be closed from 1 hour after sunset to 1 hour before sunrise on the following day as allowed for in the easement agreement.
7. No motorized craft shall be used on either reservoir without authority from the Kerikeri Irrigation Company.
8. The land area between adjacent properties and the reservoirs provide an important buffer for protecting the quality of the water. The trees and other vegetation act as a filter taking nutrients and other debris out of the runoff water before it enters the reservoir. They also help stop erosion of the banks. No vegetation must be removed without permission from KIC and FNDC.
9. A walking track to enable pedestrian access around the lake (or such part of it) may be constructed on parts of the land not covered by the easement only after consultation with KIC and FNDC and permission for such a track granted. There shall be no obligation on any party to construct such a track (or such part of it). Access over some areas may be restricted for safety and operational reasons.

10. The existing parties to this Management Plan will manage the vegetation within the easement accessed from Sandy's Road to enhance amenity values and to ensure minimum maintenance is required. Further plantings shall generally be native species.
11. If any of the requirements of this Management Plan clauses 3 to 10 give cause for concern or dispute between the recreational users then that dispute shall first be referred to the Kerikeri Irrigation Lake Manuwai Management Advisory Committee and then if not resolved to a joint meeting of the Eastern Community Board and the Kerikeri Irrigation Company. If the dispute is still not resolved it will be referred to Arbitrators (one to be appointed by each party) and an umpire in accordance with the Arbitration Act 1908 or any amendment of that act.
12. As recommended by the Environmental Impact Report completed on behalf of the KIC and FNDC by MHW dated the 16th May 2005 it is agreed that to protect the physical environment at Lake Manuwai to set an upper limit of 200 people on the size of events permitted in the Sandy's Road easement area.

Specific Conditions of Use for Lake Manuwai

1. No motor powered craft of any description including jet skis shall enter the water except for the Irrigation Company maintenance craft and the dedicated rescue craft. Extra rescue craft may be used on occasions after prior consultation with the KIC.
2. All other craft entering the water including yachts dinghies and canoes etc shall be checked for contaminants and noxious aquatic weeds before launching. User groups are responsible for checking craft before they enter the water.
3. All trailers are banned from entering the water and all craft shall be carried to the water edge with the following exceptions;
 - a. Irrigation Company maintenance craft
 - b. Manuwai Reservoir dedicated rescue craft.
 - c. Boats being launched from the storage shed at Manuwai using beach trolleys located at the Manuwai reservoir
 - d. Boats attending regatta providing they are firstly inspected for weed residue by a monitor appointed by the organizing group.
4. All boats entering the water shall have safety equipment on board their craft as required by the Water Safety Council or their equivalent.

5. **All organized events (yacht regattas and any other such organized days)**

- a) Permission to hold such events must be sort by notifying **the KIC and the FNDC Recreational Manager** of any such events at least 3 weeks prior to any such event taking place and must include the name of the person to be responsible for the management of the event, type of event and the number of people expect to attend. **No event shall take place without permission being granted**

Note: This clause is for organisational use i.e. clash of events and management of the existing facilities.

- b) The Club or organization running such an event shall be responsible for the safety and behaviour of those participating and must have a responsible person in charge;
- c) All boats must keep clear of the areas adjacent to the intake Tower and the Dam wall as marked out of bounds on the attached plan. A sign will be erected showing a plan of the reservoir with the out of bounds area at the Onekura and Sandy's road entrance;
- d) Under the Health and Safety in Employment Act 1992 any emergency or near emergency on the land surrounding the reservoirs that requires outside medical assistance must be reported to KIC. This includes any accident involving recreational users.
6. Animals, including horses and dogs are prohibited from this area
7. Fish are not to be cleaned or gutted on site. The whole fish shall be removed from the reservoir areas.
8. Eel fishing with nets is prohibited. (This is to help prevent noxious aquatic weed that might be snagged in the net from entering the reservoirs.)
9. No buildings are to be erected, altered or extended without consent from the Kerikeri Irrigation Company and the Eastern Community Board representing the Far North District Council.
10. No permanent signs shall be erected without permission from KIC.
11. All camping including camper vans must comply with all local body regulations and have approval from KIC.
12. Shooting is prohibited.
13. Lighting of fires is prohibited except for gas-fired barbecues without prior consent from KIC.

14. All commercial activities must have approval from KIC and comply with any other statutory requirements.
15. Any of the above conditions may only be altered or further conditions added, after consultation and approval of the Kerikeri Irrigation Company and the Eastern Community Board representing the Far North District Council.

Plan Monitoring and Review

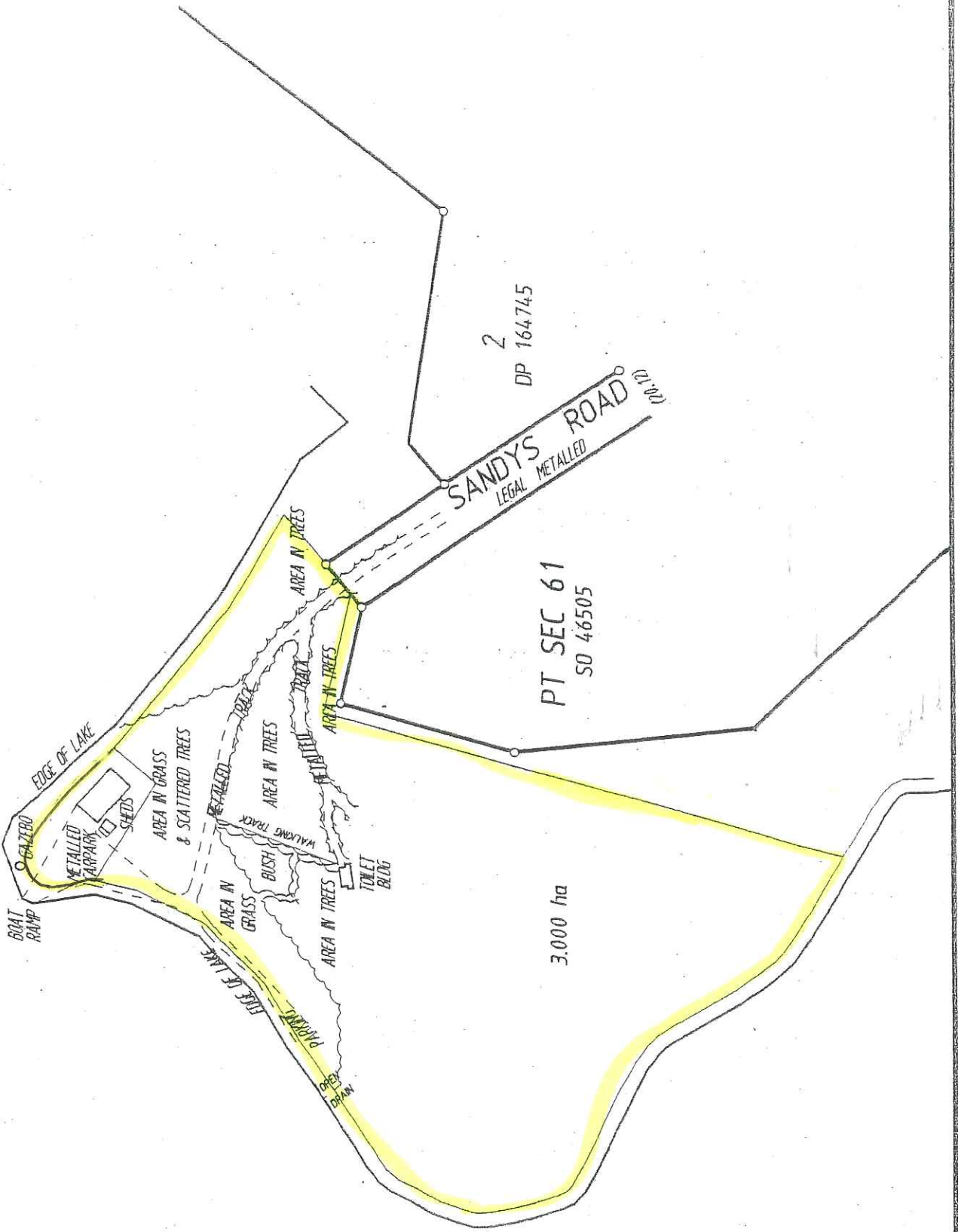
The Management Plan shall be reviewed in conjunction with the Eastern Community Board and the Kerikeri Irrigation Company every 5 years or earlier if both parties require.

Attachments

- 1. Plan of Sandys Road easement**
- 2. Plan of Onekura Road easement**
- 3. Plan of Wiroa Road easement**
- 4. Abstracts from sale and purchase agreement between Crown and KIC**
- 5. Schedule of Land**

1.

LAKE MANUWAI



2.

Lot 2
DP 12154

MANAWAI
RESERVOIR

5- METRE
MARGINAL STRIP

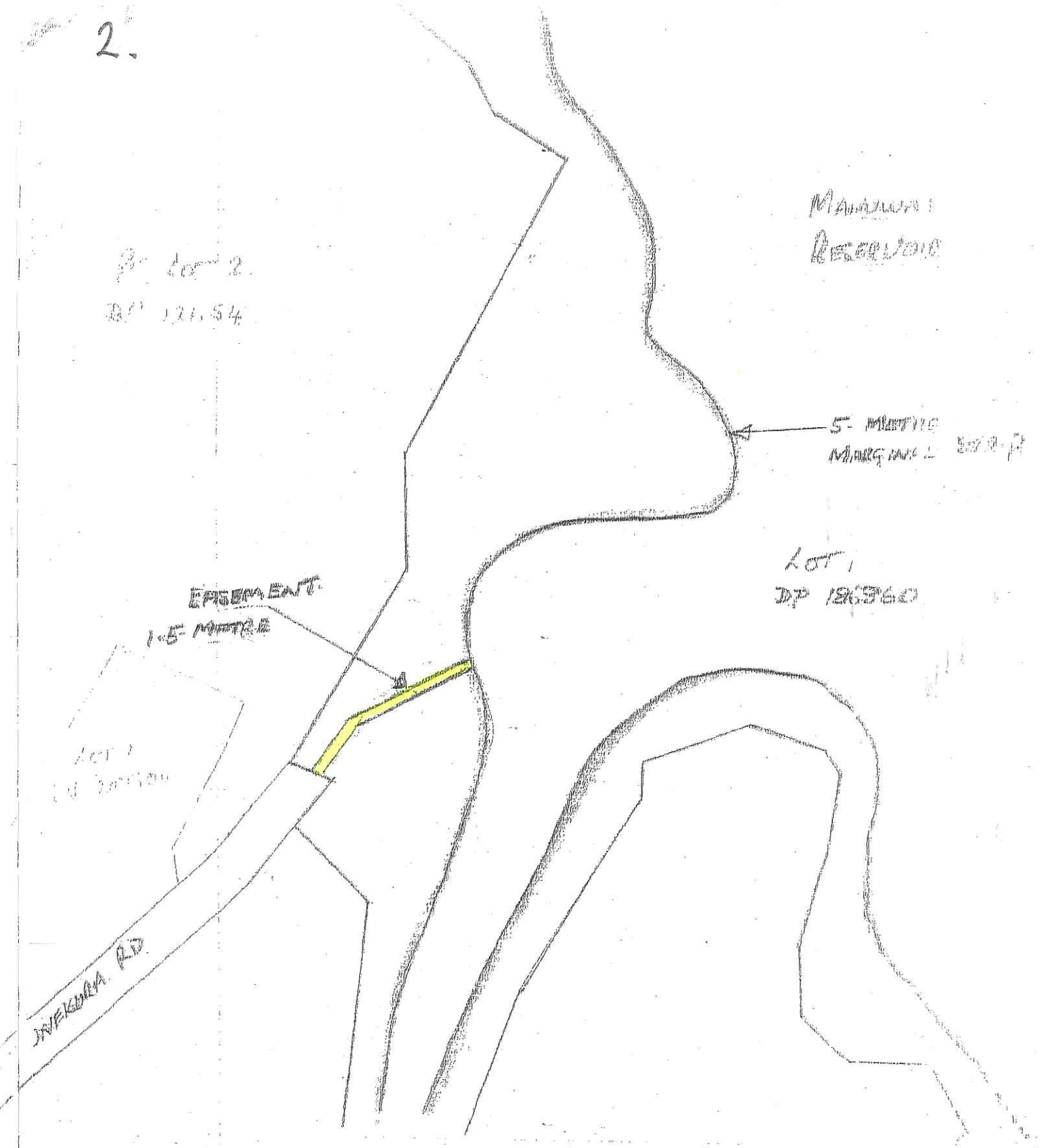
LOT 1
DP 186360

EASEMENT

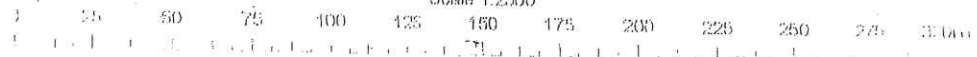
1.5 METRE

Lot 1
DP 186360

WEEKAM RD



Scale 1:2500



MY PRINTOUT

TEKNOLOGI NZ LTD (Terraviva)-ECDB Data as at 16/11/2004 Title & Valuation data as at 10/11/2004 Geographic data as at 10/11/2004
Cadastral information from LINZ Digital Cadastral Database (DCDB). CROWN COPYRIGHT RESERVED.

3.

WAIKARU
RESERVOIR

DAM

LOT 6
DP 202798

5-METRE
MARGINAL STRIP

EASEMENT
1.5-METRE WIDE

WIROA ROAD

Scale 1:2000

0 25 50 75 100 125 150 175 200 225 250

WIROA ROAD (FAR NORTH DISTRICT)

© TERRACONIC NZ LTD (Terraviva)-DCDB Data as at 16.11.2001 File & Valuation data as at 16.11.2001 Geodetic data as at 11/01/97
Cadastral Information from LINZ Digital Cadastral Database (DCDB) - GROWN COPYRIGHT RESERVED

Abstracts from sale and purchase agreement between Crown and Kerikeri Irrigation Company

SECTION 3: USE AND MANAGEMENT RESTRICTIONS (MARGINAL STRIPS, LAKE BEDS AND BALANCE OF THE LAND)

3.1 Use and Management Restrictions

The Company agrees with the Crown that:

3.1.1 in order to ensure the continuing supply and maintenance of high quality water for the purposes of the Kerikeri Irrigation Scheme the Company will comply with and be bound by the use and management restrictions herein contained,

3.1.2 the use and management restrictions will vary depending on the category of the part or parts of the Land subject to the respective restrictions. For the better description of these restrictions the Land will be divided into three (3) categories, subject to individual use and management restrictions as follows:

Category	Description	Use and Management Restrictions
A	The Marginal Strips to be reserved pursuant to Part IVA of the Conservation Act 1987	Part IVA of the Conservation Act 1987 and any use and management restrictions agreed between the Minister of Conservation and the Company.
B	The Lake Beds	Clause 3.3 of this Agreement and Clauses 3.1 and 3.3 of the Memorandum of Encumbrance.
C	The balance of the Crown owned land to be transferred.	Clause 3.4 of this Agreement and Clauses 3.1 and 3.4 of the Memorandum of Encumbrance.

3.2 Category A - Marginal Strips

The parties acknowledge that:

3.2.1 as a consequence of the transfer of the Land from the Crown to the Company, Marginal Strips will be created pursuant to section 24 of the Conservation Act 1987;

- 3.2.2 the Minister of Conservation has been requested to initiate and follow the procedure set out in sections 24A and 24BA of Part IVA of the Conservation Act 1987 to reduce the Marginal Strips from 20 metres to 5 metres;
- 3.2.3 it is a condition of this Agreement (see Section 4) that the Minister of Conservation has so agreed on such reduction;
- 3.2.4 it is a further condition that the Minister of Conservation in managing the Marginal Strips in a manner consistent with the provisions of the Conservation Act 1987 will do so in consultation with the Company as the owner of the Land.

[Comment: KIC to consider separate arrangements with the Minister of Conservation outside agreement relating to a lease or some other rights over the Marginal Strips - If arrangement is reached prior to execution of agreement, then agreement to be amended to reflect this]

3.3 Category B – Lake Beds

The Crown and the Company agree that the Lake Beds below, and the bodies of water known as Lakes Waingaro and Manuwai shall be subject to the use and management restrictions defined in Clauses 3.1 and 3.3 of the Memorandum of Encumbrance enforceable by the Minister of Conservation.

3.4 Category C – Balance of the Land

The Crown and the Company:

- 3.4.1 agree that the Balance of the Land (after excluding the Marginal Strips and the Lake Beds) shall be subject to the use and management restrictions defined in Clauses 3.1 and 3.4 of the Memorandum of Encumbrance enforceable by the Minister of Conservation.
- 3.4.2 acknowledge that a walking track may be constructed on parts of the Balance of the Land, after consultation with the Minister of Conservation, where this may be necessary and practicable to enable continuous pedestrian access around the Lakes but no obligation on any party to construct such a track (or any part of it) shall arise until such time as the parties are satisfied that the track (or such part of it) can be constructed for a reasonable cost and that it will be safe for all users in the vicinity of existing dams and weirs.

[To consider restrictive covenants in the Memorandum of Encumbrance relating to the Balance of the Land]

SECTION 4: CONDITIONS

- 4.1 This Agreement is conditional upon:

- 4.1.1 The Far North District Council agreeing to execute the Public Access Easement in substantially the form set out in Part V;
- 4.1.2 The Minister of Conservation agreeing to reduce the Marginal Strips from 20 metres to 5 metres; and
- 4.1.3 The Minister of Conservation in managing the Marginal Strips in a manner consistent with the provisions of the Conservation Act 1987 agrees to do so in consultation with the Company as the owner of the Land.
- 4.2 The Crown and the Company will use all reasonable endeavours to procure the fulfilment of the conditions contained in clause 4.1. The parties acknowledge that the conditions contained in clause 4.1 have been inserted for the protection of both the Crown and the Company and neither party may waive such conditions.
- 4.3 If:
- 4.3.1 the conditions in clause 4.1 are not fulfilled, or waived in accordance with the provisions of this clause, by [] or such later date as may be agreed upon in writing by the Crown and the Company; or
- 4.3.2 any consents or approvals required in terms of those conditions are granted on terms not reasonably acceptable to either the Crown or the Company,

then this Agreement shall be voidable by notice in writing given by either party, and if so avoided this Agreement shall be of no further force or effect and both the Crown and the Company shall be released from their obligations under this Agreement.

SECTION 5: MEMORANDUM OF ENCUMBRANCE

- 5.1 The Company agrees to enter into and execute the Memorandum of Encumbrance in favour of the Minister of Conservation which will be registered over the Land immediately following the registration of the transfer of the Land from the Crown to the Company.
- 5.2 It is acknowledged that the purpose of the Memorandum of Encumbrance is to secure a rent charge and performance of covenants as set out in the Memorandum of Encumbrance for the benefit of the Crown and the preservation of the Land and the lakes for water irrigation purposes.
- 5.3 In sufficient time prior to Settlement Date, the Crown shall deliver to the Company the Memorandum of Encumbrance (in duplicate) in registrable form to enable execution by the Company and return by the Company of the Memorandum of Encumbrance to the Crown for execution no later than fourteen (14) days prior to the Settlement Date.

- 5.4 Following Settlement, the Crown will register the Memorandum of Encumbrance under the Land Transfer Act 1952.

SECTION 6: LAND TO BE USED FOR THE PURPOSES OF THE KERIKERI IRRIGATION SCHEME

- 6.1 The Company acknowledges that it is aware of the provisions of section 9(4) of the Act, and that in the event that all or any part of the Land or interest in the Land is no longer required for the purposes of the Kerikeri Irrigation Scheme, the land or interest no longer so required will be subject to sections 40 and 41 of the Public Works Act 1981 as if the owner of the land or interest were the Crown and the land or interest had not been transferred pursuant to section 9 of the Act.
- 6.2 If at any time when the Company is the owner of the Land and more than 25% [to be confirmed] of the shares of the Company are at any time held by or on behalf of a person or a group of persons other than:
- 6.2.1 persons who hold current water supply agreements with the Company;
 - 6.2.2 the Far North District Council; and/or
 - 6.2.3 any other person approved by a resolution of not less than 75% of the shareholders of the Company,

then the Company acknowledges and agrees that all the Land shall be deemed to be no longer required for the purposes of the Kerikeri Irrigation Scheme, in which case sections 40 and 41 of the Public Works Act 1981 shall apply to all the Land as if the Company was the Crown and the Land held had not been transferred pursuant to section 9 of the Act.

SECTION 7: SETTLEMENT

- 7.1 Subject to Section 4, settlement of the transactions provided for in this Agreement ("Settlement") shall be held on the Settlement Date at [] or at such other place as the Crown and Company shall agree upon.
- 7.2 The Company acknowledges that the transfer of the Land is in satisfaction of the easements required by clause 10(4) of the Irrigation Scheme Sale and Purchase Agreement and any rights the Company may have had under that clause shall be deemed to be extinguished.
- 7.3 Upon Settlement, the Company will pay to the Crown the sum referred to in Clause 2.4 and any GST that may have become due and payable prior to Settlement under Clause 2.6.2 hereof, and subject to such payments the Company shall have (subject to the provisions of this Agreement) property in and possession of the Land and the Crown shall:

- 7.3.1 hand to the Company such transfers, assignments or assurances in respect of the Land and the relevant Certificates of Title for the Land as may be necessary to vest in the Company the ownership and full benefit of the Land; and
- 7.3.2 permit the Company to enter into and take possession of the Land.

AND the Company shall:

- 7.3.3 hand to the Crown the Memorandum of Encumbrance (in duplicate) duly executed (if not previously returned by the Company to the Crown in accordance with Clause 5.3); and
- 7.3.4 return to the Crown the Memorandum of Transfer of the Land (duly signed correct) and the relevant Certificate of Title to enable the Crown to register, in the following order, the Public Access Easement, the Memorandum of Transfer and the Memorandum of Encumbrance.

SECTION 8: RISK AND INSURANCE

All risks in relation to the Land shall remain with the Crown until 11am on the Settlement Date, and from that time they shall pass to the Company.

SECTION 9: MISCELLANEOUS

9.1 No Assignment of Agreement

Up and until Settlement has been completed neither this Agreement nor any of the rights or obligations hereunder may be assigned by the Crown or by the Company.

9.2 Notices, Requests, Demand

Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if:

- 9.2.1 Delivered by hand to the intended recipient;
- 9.2.2 Deposited in New Zealand "Fastpost" (registered or certified with return receipt requested); postage prepaid, addressed to the intended recipient; or
- 9.2.3 Sent by facsimile addressed to the intended recipient at the intended recipient's address below set forth or at such other address as the intended recipient may have specified in a written notice to the sender given in accordance with the requirements of this Clause.

Any such notice, request or demand mailed as set out in Clause 9.2.2 shall be deemed to have been received by the addressee at the specified address two

business days following the date of mailing and any such notice request or demand sent by facsimile shall be deemed to have been received by the addressee on the same business day as the day on which such facsimile is sent so long as the facsimile is sent prior to 3 p.m.

If to the Crown, addressed to:

Minister of Agriculture

[Insert details of address, telephone and fax numbers]

If to the Company, addressed to:

Kerikeri Irrigation Company

[Insert details of contact name, address, telephone and fax numbers]

DRAFT

9.3 Further Assurances

All of the parties to this Agreement shall, at the request of any other party, execute and deliver any further documents or assurances and do all acts and things that the other party may reasonably require to give full force and effect to this Agreement.

9.4 Entire Agreement: Amendments and Waivers

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, (other than the Irrigation Scheme Sale and Purchase Agreement referred to in Background A, the Memorandum of Encumbrance set out in Part IV, the Public Access Easement set out in Part V and the provisions relating to the Marginal Strips agreed between the Minister of Conservation and the Company) and all prior and contemporaneous understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof except as set forth specifically herein. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement shall or shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

9.5 Counterparts

This Agreement may be executed in three or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.6 Non-Merger

The agreements obligations and warranties of the parties in this Agreement shall not merge with the transfer of the Land but (to the extent that they have not been completed by performance on the Settlement Date) shall remain enforceable

to the fullest extent notwithstanding any rule of law to the contrary.

DRAFT

SCHEDULE OF LAND

(a) **Lake Waingaro and surrounding land**

All that parcel of land containing a total of 73.4310 hectares more or less being Lots 1 to 18 DP 202798 and being all the land currently comprised and described in Certificate of Title 128C/675 (North Auckland Registry) subject to and together with all existing reservations, restrictions, encumbrances and interests noted on Certificate of Title 128C/675. [*chk timeframe for registration of variation of easement created by Gazette Notice B272881.1*]

(b) **Lake Manuwai and surrounding land**

All that parcel of land containing a total of 188.5695 hectares more or less being Lots 1 and 2 DP 186856, Lots 1 and 2 DP 186857, Lots 1 and 2 DP 186858, Lots 1 to 4 DP 186859, Lot 1 DP 186860, Lot 1 DP 186861, Lots 1 to 8 DP 186862, Lot 1 DP 186863, Lots 1 to 3 DP 186864 and Section 64 Block XII Kaeo Survey District and being all the land currently comprised and described in Certificate of Title 128C/677 (North Auckland Registry) subject to and together with all existing reservations, restrictions, encumbrances and interests noted on Certificate of Title 128C/677.