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Part 1 – General Provisions

1. Definitions

In addition to the definitions set out in clause 1 (Definitions) of the Base Agreement:

Additional Land Target Date is defined in paragraph 20.3(a) of this Schedule 5 (Property);

Additional Mitigation Land is defined in paragraph 20.2(a) of this Schedule 5 (Property);

Computer Freehold Register has the meaning given to that term in the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002;

DALA Notice is defined in paragraph 13.6(c) of this Schedule 5 (Property);

DALA Reconciliation is defined in paragraph 13.6(b) of this Schedule 5 (Property);

DOC means Department of Conservation;

Existing SH Contractors is defined in paragraph 5.2(b) of this Schedule 5 (Property);

Final DALA Notice is defined in paragraph 13.6(g) of this Schedule 5 (Property);

Neighbour Agreements means the obligations recorded in the summaries attached as Appendix F (Neighbour Agreements) to this Schedule 5;

Property Settlement is defined in paragraph 13.2(b) of this Schedule 5 (Property);

QEII Covenant is defined in paragraph 13.1A of this Schedule 5 (Property); and

Road Controlling Authority has the meaning given to that term in section 5 of the Land Transport Management Act 2003.

Part 2 – P2Wk Construction Lease Terms

2. Use of the P2Wk Project Site

The Contractor and the Contractor Personnel shall use the P2Wk Project Site only for the purposes set out in this Agreement.

3. Deferred Acquisition Land

From the date on which the Transport Agency notifies the Contractor that each parcel of Deferred Acquisition Land set out in Part 1 of Appendix A (Deferred Acquisition Land) to this Schedule 5 is acquired by the Transport Agency, it forms part of the P2Wk Project Site and is subject to the P2Wk Construction Lease and these P2Wk Construction Lease Terms.

The Contractor acknowledges that, as at the Execution Date, the Transport Agency has acquired the parcels of Deferred Acquisition Land set out in Part 2 and Part 3 of Appendix A (Deferred Acquisition Land) to this Schedule 5, and those parcels of land form part of the P2Wk Project Site and are subject to the P2Wk Construction Lease and these P2Wk Construction Lease Terms.

4. Quiet enjoyment

- (a) Subject to paragraph 4(b) and paragraph 5 (Rights reserved to Transport Agency), provided the Contractor complies with all of its obligations under this Agreement, the Contractor and the Contractor Personnel shall be entitled to quietly hold and enjoy possession of the P2Wk Project Site throughout the term of the P2Wk Construction Lease without any interruption by the Transport Agency, subject to any right of access or inspection the Transport Agency has under this Agreement.
- (b) The Contractor acknowledges and agrees that it will receive possession of the P2Wk Project Site subject to the tenancies and grazing licences set out in Appendix I (Tenancies and Grazing Licences) to this Schedule 5. The properties listed in Appendix I (Tenancies and Grazing Licences) to this Schedule 5 shall be treated as Deferred Acquisition Land until vacant possession is provided. The Transport Agency must ensure that the Contractor receives vacant possession of the properties listed in Appendix I (Tenancies and Grazing Licences) to this Schedule 5 on or prior to the respective date as set out in Appendix I (Tenancies and Grazing Licences) to this Schedule 5 which shall be treated as the Deferred Acquisition Date for the purposes of Appendix A (Deferred Acquisition Land) to this Schedule 5.

5. Rights reserved to Transport Agency

5.1 Tolling Gantries

The Contractor acknowledges that the Transport Agency may install, operate and maintain tolling gantries within the P2Wk Project Site provided that the installation, operation and maintenance of tolling gantries will be dealt with as a Transport Agency-initiated Change under Part 12 (Changes) of the Base Agreement. The Contractor grants to the Transport Agency the right to access the P2Wk Project Site to install, operate and maintain the gantries together with any associated infrastructure required in order to operate the gantries. The gantries will be owned, operated and maintained by the Transport Agency. The Transport Agency will act reasonably in determining the placement of the gantries, having particular regard to any potential safety implications associated with the placement of the gantries and will consult with the Contractor before selecting a location. The Transport

Agency's right of access to install, operate and maintain the gantries and associated infrastructure will be subject to the Site Access Protocols. The Contractor and the Transport Agency will enter into appropriate co-ordination and interface arrangements in order to manage any installation, operation and maintenance of the gantries and associated infrastructure pursuant to clause 14.4 of the Base Agreement, including taking into account the intended design and location of the gantries and associated infrastructure.

5.2 State highway 1

- (a) The Contractor acknowledges that, as at Financial Close, the Transport Agency has existing maintenance contracts affecting those parts of existing SH1 which are located within the P2Wk Project Site.
- (b) The Contractor will permit the contractors under these existing maintenance contracts (**Existing SH Contractors**) to continue to access and occupy the relevant parts of the P2Wk Project Site until the Contractor serves notice in writing on the Transport Agency advising that from a date that is no less than two months from the date of the notice, the Contractor requires the Existing SH Contractors to seek the Contractor's approval prior to entering and occupying any part of the P2Wk Project Site.
- (c) The Contractor's approval in paragraph 5.2(b) shall not be unreasonably withheld or qualified provided the Existing SH Contractors' plans to access and occupy the P2Wk Project Site do not prevent or materially hinder or disrupt the Contractor in the implementation of the Project, or adversely affect or prejudice the Contractor's performance of the Services in accordance with the Project Documents.
- (d) Notwithstanding clauses 23.2 (Site Conditions), 24.3 (Contamination) and 24.6 (Indemnity) of the Base Agreement, the parties agree that the Contractor shall not be liable for:
 - (i) cleaning up or otherwise dealing with; or
 - (ii) indemnifying the Transport Agency or any Transport Agency Related Person for any Losses and Liabilities suffered or incurred as a result of,

any Contamination during the term of the P2Wk Construction Lease on, in, under, over or emanating from those parts of existing SH1 located within the P2Wk Project Site, except to the extent such Contamination is caused or contributed to by the Contractor.
- (e) The parties agree that clauses 17.3(b) and 17.3(f) of the Base Agreement do not apply to those parts of existing SH1 which are located within the P2Wk Project Site during the term of the P2Wk Construction Lease, except where the Contractor is providing Services in relation to such areas.
- (f) For the avoidance of doubt, this paragraph 5.2 does not negate the Contractor's obligations under clause 22.2 (Contractor's conduct on the P2Wk Project Site) of the Base Agreement and the Contractor will be responsible for repair and/or reinstatement of any damage it causes to SH1 in breach of clause 22.2(a)(viii)(A) of the Base Agreement.
- (g) Except as contemplated by paragraph 5.2(b) and only where the Contractor is providing Services in relation to such areas, the Site Access Protocols will not apply to access by any person, including Existing SH Contractors under this paragraph 5.2.
- (h) The Third Party Interface Protocols will not apply to access by any person, including Existing SH Contractors, to those parts of existing SH1 which are located within the

P2Wk Project Site.

6. Dwellings included in P2Wk Project Site

6.1 Dwellings within the P2Wk Project Site

- (a) Following Financial Close, the Transport Agency will obtain a condition assessment report in respect of all dwelling houses located within the P2Wk Project Site to determine the presence and level of contamination (if any) in respect of each dwelling house.
- (b) Where a condition assessment report obtained by the Transport Agency pursuant to paragraph 6.1(a) indicates that there is contamination present in a dwelling house, the Transport Agency may (in its sole discretion) elect to amend the list of dwelling houses in paragraph 6.2 that are to be Returned (so that the Contractor shall be free to demolish them).
- (c) The Contractor will accept all dwelling houses on an 'as is, where is' basis, provided that the Transport Agency will compensate the Contractor for any additional costs actually incurred by the Contractor in demolishing or (where the dwelling house is to be Returned in accordance with paragraph 6.3) decontaminating a dwelling house supported by such evidence as shall be reasonably required by the Transport Agency. The Transport Agency must pay such amount as an Additional Payment in accordance with clause 49 (Unitary Charge) of the Base Agreement.

6.2 Dwellings included

Subject to 6.1(b), the parties acknowledge that the dwelling houses (including any ancillary buildings and associated facilities which are not affected by the Works Provisioning) located on the following properties are included in the P2Wk Project Site (and are identified on sheet 16 of 17 of the Surplus Land plans (DG-EN-1556) forming part of the P2Wk Site Plans) and are not to be demolished but are to be Returned in accordance with paragraph 6.3:

LRP ID	Previous Owner	Address
█	█	█
█	█	█
█	█	█
█	█	█
█	█	█
█	█	█

6.3 Maintenance and return of dwellings

- (a) Prior to a dwelling house referred to in paragraph 6.2 being handed over to the Contractor, the Transport Agency will provide to the Contractor a copy of the condition assessment report obtained in respect of the dwelling house pursuant to paragraph 6.1(a).

- (b) In respect of the dwelling houses referred to in paragraph 6.2, the Contractor will:
- (i) keep the dwellings reasonably clean and reasonably tidy; and
 - (ii) prior to Returning any land on which a dwelling (or any ancillary buildings and associated facilities which are not affected by the Works Provisioning) is situated:
 - (A) remove all of the Contractor's chattels from the dwelling (and any ancillary buildings and associated facilities which are not affected by the Works Provisioning);
 - (B) leave any ancillary buildings and associated facilities (which have not been affected by the Works Provisioning) in the condition they were in at the commencement of the P2Wk Construction Lease (fair wear and tear excepted) and subject to the Contractor's obligations as expressly set out in this Agreement and otherwise in a reasonably clean and tidy condition and remove or arrange for the removal of all rubbish from the ancillary buildings and associated facilities;
 - (C) obtain a condition assessment report of the dwelling to confirm the presence and level of contamination (if any) and provide a copy of the same to the Transport Agency;
 - (D) leave the dwelling in at least the condition it was at the time it was handed over to the Contractor in accordance with paragraph 6.3(a) including in respect of contamination (if any) (fair wear and tear excepted) and subject to the Contractor's obligations as expressly set out in this Agreement and otherwise in a reasonably clean and tidy condition and remove or arrange for the removal of all rubbish from the dwelling; and
 - (E) return to the Transport Agency all keys, and security or pass cards or other such devices, which the Transport Agency provided to the Contractor at the time it was handed over to the Contractor in accordance with paragraph 6.3(a).
- (c) The Contractor will not, in respect of the dwelling houses (or any ancillary buildings and associated facilities which are not affected by the Works Provisioning) referred to in paragraph 6.2:
- (i) intentionally or carelessly damage, or permit any other person to damage, the dwellings (or any ancillary buildings and associated facilities which are not affected by the Works Provisioning); or
 - (ii) use the dwellings (or any ancillary buildings and associated facilities which are not affected by the Works Provisioning), or permit the dwellings (or any ancillary buildings and associated facilities which are not affected by the Works Provisioning) to be used, for any unlawful purpose.

7. Proceeds of clearing and demolition

The Transport Agency acknowledges that the Contractor may keep any commercial proceeds which may arise out of forestry and shelterbelt clearing and any demolition work undertaken as part of the Works Provisioning.

8. Prohibition on subletting, restriction on assignment

- (a) This P2Wk Construction Lease shall bind the parties and their respective successors and permitted assigns.
- (b) The Contractor shall not:
 - (i) without the prior written consent of the Transport Agency and otherwise in accordance with clause 90 (Assignment) of the Base Agreement, assign or transfer; or
 - (ii) mortgage or charge except by way of Permitted Security Interest, the P2Wk Project Site or any part of the P2Wk Project Site.
- (c) Subject to paragraph 8(b), the Contractor shall not sublet, sublicense or otherwise part with possession of the P2Wk Project Site or any part of the P2Wk Project Site.
- (d) Paragraphs 8(b) and 8(c) do not apply to the extent that the assignment, transfer, mortgage or charge, sublet, sublicense or other parting with possession of the whole or any part of the P2Wk Project Site is contemplated under:
 - (i) the Project Documents; or
 - (ii) the Ancillary Documents, to the extent that these have been reviewed and approved by the Transport Agency prior to the Execution Date.

9. Protection of public access

The parties acknowledge that the P2Wk Project Site is leased to the Contractor pursuant to section 63 of the Land Transport Management Act 2003 to enable the Contractor and the Contractor Personnel to extend the four-lane Northern Motorway (SH1) from the Johnstone's Hill tunnels to just north of Warkworth. During the term of this P2Wk Construction Lease, the P2Wk Project Site will be an active construction site and public access will be restricted to the access described in Appendix C (Site Access Protocols – Prior to Works Completion) to this Schedule 5.

10. Authority for entry into Lease

This P2Wk Construction Lease is entered into by the Transport Agency, as a Road Controlling Authority, under section 63 (Leasing) of the Land Transport Management Act 2003.

11. Property Law Act 2007

To the extent permitted by law, the covenants and conditions set out in section 218 and 219 of the Property Law Act 2007 are excluded from this P2Wk Construction Lease.

12. Agreement

The parties agree that:

- (a) if this Agreement is cancelled or terminated for any reason then this P2Wk Construction Lease is immediately terminated and of no further effect; and
- (b) this P2Wk Construction Lease can only be terminated in the circumstances described in paragraph 12(a).

Part 3 – Disclosed Title Matters

13. Disclosed Title Matters

13.1A QEII Covenants

The Transport Agency must ensure that the "Open Space Covenant pursuant to Section 22 Queen Elizabeth The Second National Trust 1977 within instrument [REDACTED]" (the **QEII Covenant**) registered on the Computer Freehold Registers for land comprising Property LRP ID Ind 1013 (70 Wyllie Road Warkworth from [REDACTED]) is removed prior to 14 January 2017.

13.1 Interests in land

The interests in land comprising the Initial Site and the Deferred Acquisition Land are subject to the following, each of which comprise Disclosed Title Matters:

- (a) the P2Wk Designation and all publically available documentation and reports filed in support of the application for the P2Wk Designation;
- (b) all registered easements, conditions of easement instruments, covenants, transfers, encumbrances and any other registered interests or memorials recorded on the Computer Freehold Registers for the land comprising the Initial Site and the Deferred Acquisition Land (excluding the QEII Covenant);
- (c) all other publically available information held by Land Information New Zealand, the DOC, Auckland Council and Heritage New Zealand Pouhere Taonga;
- (d) in the case of the Initial Site, the restrictions and obligations set out in the Third Party Property Agreements;
- (e) in the case of the Deferred Acquisition Land, the Deferred Acquisition Land Assumptions; and
- (f) in relation to the properties comprised in certificates of title [REDACTED], [REDACTED] and [REDACTED] a heritage covenant which will be registered by the Transport Agency in accordance with the Cultural Heritage and Archaeology Management Plan in respect of the pa site partially situated on those properties.

and subject to the terms of this Agreement the Contractor will, at its own cost, perform and observe the covenants and conditions contained or implied in the Disclosed Title Matters to be performed, observed or kept by the Transport Agency as if all the covenants and conditions were set out at length in this Agreement.

13.2 Third Party Property Agreements

- (a) The Contractor must provide to the Transport Agency land requirement plans in respect of the parcels of Deferred Acquisition Land set out in Part 1 of Appendix A (Deferred Acquisition Land) to this Schedule 5 by the date specified in the column titled "Date by which Land Requirement Plans must be provided to the Transport Agency" in Part 1 of Appendix A (Deferred Acquisition Land) to this Schedule 5. The land requirement plans must be sufficiently accurate and detailed (in the Transport Agency's opinion) to enable the Transport Agency to commence with the acquisition process in accordance with the Public Works Act 1981. Any delay in the Contractor providing sufficient land requirement plans will result in the respective Deferred

Acquisition Date being extended by the same number of days.

- (b) The Transport Agency must purchase, at its own cost, the parcels of Deferred Acquisition Land set out in Part 1 of Appendix A (Deferred Acquisition Land) to this Schedule 5 and enter into property agreements in respect of the parcels of Deferred Acquisition Land set out in Part 1 and Part 2 of Appendix A (Deferred Acquisition Land) to this Schedule 5, with completion of each purchase to comprise a **Property Settlement**.
- (c) As at Financial Close, the Transport Agency:
 - (i) has provided to the Contractor copies of the Third Party Property Agreements in relation to the parcels of land set out in Appendix E (Third Party Property Agreements) to this Schedule 5;
 - (ii) has provided to the Contractor copies of the Third Party Property Agreements in relation to the parcels of land set out in Part 3 of Appendix A (Deferred Acquisition Land) to this Schedule 5; and
 - (iii) will provide to the Contractor a copy of any Third Party Property Agreement which relates to a parcel of Deferred Acquisition Land set out in Part 1 and Part 2 of Appendix A (Deferred Acquisition Land) to this Schedule 5 as soon as practicable following execution of the relevant agreement by all parties and in any case prior to the Property Settlement associated with that Third Party Property Agreement.
- (d) Notwithstanding paragraph 13.3, but subject to paragraphs 13.2(g) and 13.2(h), from the earlier of:
 - (i) Financial Close (in the case of all Third Party Property Agreements set out in Appendix E (Third Party Property Agreements) to this Schedule 5 and the Third Party Property Agreements in relation to the parcels of land set out in Part 3 of Appendix A (Deferred Acquisition Land) to this Schedule 5); or
 - (ii) the date of each Property Settlement (in the case of each Property Settlement that occurs after Financial Close),

the Contractor will, at its own cost, (but without prejudice to the Contractor's right to submit a DALA Notice or a Final DALA Notice (as applicable) in accordance with paragraphs 13.4 and 13.6), perform and observe the covenants and conditions contained or implied in the Third Party Property Agreements to be performed, observed or kept by the Transport Agency as if all the covenants and conditions were set out at length in this Agreement with all necessary modifications to make them apply to this Agreement.

- (e) Subject to Part 12 (Changes) of the Base Agreement, the Transport Agency must not, following Financial Close, amend any term of any Third Party Property Agreement with which the Contractor is required to comply without the prior written consent of the Contractor (not to be unreasonably withheld or delayed).
- (f) The Contractor is not required to comply with the following obligations contained within the following Third Party Property Agreements:
 - (i) In respect of the [REDACTED] Third Party Property Agreement, obtain resource consents to complete the farm improvement works (refer to paragraph 10(a), Schedule B of the Third Party Property Agreement);
 - (ii) In respect of the [REDACTED] Third Party Property Agreement, the provision of an

alternative water supply to service the balance of the owner's land (refer to paragraph 12(c) of the Third Party Property Agreement);

- (iii) In respect of the [REDACTED] Third Party Property Agreement, all obligations relating to the water bore (refer to paragraph 10, Schedule B of the Third Party Property Agreement);
- (iv) In respect of the Asia Pacific Third Party Property Agreement:
 - (A) Obtain a right of way easement from the adjoining land owner (refer to paragraph 11(b), Schedule B of the Third Party Property Agreement);
 - (B) The decision to grant a right of way easement over option 1 or option 2 (refer to paragraph 11(e), Schedule B of the Third Party Property Agreement);
 - (C) The vesting of land in exchange for the [REDACTED] Land' (refer to paragraphs 19-24, Schedule B of the Third Party Property Agreement); and
 - (D) The Transport Agency's representative and role on the project control group (refer to paragraph 38, Schedule B of the Third Party Property Agreement);
- (v) In respect of the [REDACTED] Third Party Property Agreement, the grant of a long-term licence for the owner's ongoing use of the existing pond (if required) (refer to paragraph 9(d), Schedule B of the Third Party Property Agreement);
- (vi) In respect of the [REDACTED] Third Party Property Agreement, the decision to declare a new access way as local road or government road; and
- (vii) In respect of all Third Party Property Agreements:
 - (A) Determination and payment of compensation under the Public Works Act 1981, including reimbursement of costs and determination and payment of further compensation;
 - (B) Settlement obligations;
 - (C) The granting of any licences or easements in accordance with the Government Roding Powers Act and/or the Public Works Act 1981; and
 - (D) Actions to legalise the taking of land for road and/or motorway.
- (g) The obligations contained in the Third Party Property Agreements referred to in paragraph 13.2(f) shall remain the responsibility of the Transport Agency.
- (h) Where the Transport Agency provides the Contractor with a Third Party Property Agreement under paragraph 13.2(c)(iii), the Transport Agency will also provide the Contractor with a list of the obligations (if any) contained within the Third Party Property Agreement that the Contractor is not required to comply with. Any such obligations will be deemed to be included in paragraph 13.2(f) above as if they had been set out in full in this Schedule 5 as at Financial Close.

13.3 Deferred Acquisition Land Assumptions

- (a)
- (i) Each block of Deferred Acquisition Land set out in Part 1 of Appendix A (Deferred Acquisition Land) to this Schedule 5 must be acquired by the Transport Agency by the Deferred Acquisition Date. Where such date has been extended under clause 13.2(a), the Transport Agency must acquire such parcel by the respective Deferred Acquisition Date, as extended. Each block of Deferred Acquisition Land set out in Part 2 and Part 3 of Appendix A (Deferred Acquisition Land) to this Schedule 5 has been acquired by the Transport Agency prior to Financial Close.
 - (ii) The Deferred Acquisition Land set out in Part 1 and Part 2 of Appendix A (Deferred Acquisition Land) to this Schedule 5 will be the subject of a property agreement under which the Transport Agency will agree to undertake certain obligations. The obligations the Transport Agency considers, as at Financial Close, that are likely to be contained in the property agreements relating to the Deferred Acquisition Land set out in Part 1 and Part 2 of Appendix A (Deferred Acquisition Land) to this Schedule 5 are set out in Appendix AA (Deferred Acquisition Land Assumptions) to this Schedule 5.
 - (iii) Notwithstanding that the Transport Agency has, prior to Financial Close, entered into Third Party Property Agreements in respect of the parcels of land set out in Part 3 of Appendix A (Deferred Acquisition Land) to this Schedule 5, the parties agree that those parcels of land will be treated as Deferred Acquisition Land for the purposes of paragraphs 13.3-13.7 and the relevant Deferred Acquisition Land Assumptions are set out in Appendix AA (Deferred Acquisition Land Assumptions) to this Schedule 5.
- (b) All design requirements set out below are mandatory, unless specifically provided otherwise. For the purposes of Appendix AA (Deferred Acquisition Land Assumptions) to this Schedule 5:

Boundary fencing means new, stock-proof, post-and-wire fencing that is to be constructed:

- (i) using industry-standard materials commonly used for such fences; and
- (ii) to industry standards,

at the time of construction. All new fencing must connect to the existing fencing on the balance of a property.

Conservation remediation and protection means all necessary remediation and conservation protection measures in compliance with the RMA Conditions during construction.

Farming operation remediation means remediation of any farming operational work affected by the Contractor's design that is to be constructed following further consultation with the Transport Agency and other relevant parties.

Internal road access means new, metal, all-weather, single-lane road that is to be constructed to the standard being the higher of the standard of any existing internal road access or the industry standard at the time of construction.

Irrigation and drainage remediation means remediation of any irrigation and drainage work affected by the Contractor's design that is to be constructed to the standard being the higher of the standard of any existing comparable infrastructure on

the relevant site or the industry standard at the time of construction.

Planting and/or screening frontage means new planting, of the same or similar variety as the existing surrounding planting (where applicable) that is to be planted in accordance with the industry standard at the time of planting.

Tree replacement means replacement of the removed trees with new, semi-mature trees of the same or similar variety as the removed trees that are to be planted in accordance with the industry standard at the time of planting.

Water supply reinstatement means reinstatement of all bulk water supply systems that are to be constructed to the standard being the higher of the standard of any existing bulk water supply systems or the industry standard at the time of construction.

13.4 **Inconsistency between Deferred Acquisition Land Assumptions and Third Party Property Agreements – general provisions**

- (a) The parties acknowledge that obligations imposed on the Contractor under a Third Party Property Agreement entered into in respect of any parcel of Deferred Acquisition Land may be materially more or less onerous than the obligations described in the Deferred Acquisition Land Assumptions in relation to the relevant parcel of land.
- (b) Where compliance with a Third Party Property Agreement entered into in respect of any parcel of Deferred Acquisition Land (including for the avoidance of doubt, the parcels of land set out in Part 3 of Appendix A (Deferred Acquisition Land) to this Schedule 5) will require a Change to the Contractor's other obligations under this Agreement, this will be dealt with under paragraph 13.5.
- (c) Where compliance with a Third Party Property Agreement entered into in respect of any parcel of Deferred Acquisition Land (including for the avoidance of doubt, the parcels of land set out in Part 3 of Appendix A (Deferred Acquisition Land) to this Schedule 5) will result in a change to the Deferred Land Acquisition Assumptions (and, for the avoidance of doubt, not a Change to the Agreement), this will be dealt with under paragraph 13.6.

13.5 **Inconsistency between Deferred Acquisition Land Assumptions and Third Party Property Agreements resulting in a Change**

Where obligations imposed on the Contractor under a Third Party Property Agreement entered into in respect of any parcel of Deferred Acquisition Land will result in a Change to the Contractor's other obligations under this Agreement the Transport Agency will, as soon as practicable following execution of the relevant agreement by all parties and as soon as practicable following Financial Close in respect of the Deferred Acquisition Land set out in Part 3 of Appendix A (Deferred Acquisition Land) to this Schedule 5, initiate a Change in accordance with Part 12 (Changes) of the Base Agreement.

13.6 **Inconsistency between Deferred Acquisition Land Assumptions and Third Party Property Agreements that do not result in a Change**

- (a) Where obligations imposed on the Contractor under a Third Party Property Agreement entered into in respect of any parcel of Deferred Acquisition Land will result in a change to the Deferred Land Acquisition Assumptions (but will not constitute a Change to the Contractor's other obligations under this Agreement), the financial costs and savings arising from performing the obligations imposed under that Third Party Property Agreement as compared to the anticipated obligations set out in the Deferred Land Acquisition Assumptions will be dealt with under this paragraph 13.6.

- (b) The Contractor must, upon receipt of any Third Party Property Agreement under paragraph 13.2(c)(iii) and as soon as practicable following Financial Close in respect of the parcels of land set out in Part 3 of Appendix A (Deferred Acquisition Land) to this Schedule 5, undertake an assessment of the financial costs and savings associated with performing the obligations imposed under that Third Party Property Agreement as compared to the obligations set out in the Deferred Acquisition Land Assumptions (the **DALA Reconciliation**). For the avoidance of doubt, the DALA Reconciliation shall not include any financial cost or saving relating to a Confirmed Change under paragraph 13.5.
- (c) If a DALA Reconciliation results in a net increase in costs to the Contractor (taking into account both the costs and any savings associated with performing the obligations imposed under the relevant Third Party Property Agreement(s) as compared to the anticipated obligations set out in the relevant Deferred Acquisition Land Assumptions) that exceeds \$50,000 (with respect to a single Third Party Property Agreement or on an aggregated basis with respect to multiple Third Party Property Agreements) the Contractor may provide written notice to the Transport Agency in respect of such costs (the **DALA Notice**). The DALA Notice must include a comparison of the obligations imposed on the Contractor under the Deferred Acquisition Land Assumptions against the obligations imposed on the Contractor under the related Third Party Property Agreements together with a cost comparison of the two sets of obligations on an Open Book Basis.
- (d) The Transport Agency must respond to the DALA Notice within 20 Business Days of receipt either setting out the Transport Agency's agreement to the Contractor's proposed amount of the additional costs claimed or the Transport Agency's proposed amount of the costs. Where the Contractor disputes the amount set out in the Transport Agency's notice, it may refer the Dispute for resolution in accordance with the Accelerated Dispute Resolution Procedures within 5 Business Days of such notice.
- (e) Following agreement or the determination of the amount under paragraph 13.6(d) (as applicable), the Transport Agency must pay such amount as an Additional Payment in accordance with clause 49 (Unitary Charge) of the Base Agreement.
- (f) The Contractor may submit a DALA Notice each time the aggregate net costs resulting from the DALA Reconciliation exceed \$50,000. Any amount claimed under a previous DALA Notice which has been agreed or determined in accordance with paragraph 13.6(d) or any financial cost or saving relating to a Confirmed Change:
- (i) cannot be claimed under any such subsequent DALA Notice; and
 - (ii) will be disregarded for the purposes of any future DALA Reconciliation.
- (g) Following completion of the acquisition of all Deferred Acquisition Land and the execution of all Third Party Property Agreements, the Contractor must submit the DALA Reconciliation to the Transport Agency showing the net cost or saving resulting from any inconsistency between the Deferred Acquisition Land Assumptions and the Third Party Property Agreements (the **Final DALA Notice**), which must include a comparison of obligations imposed on the Contractor under the Deferred Acquisition Land Assumptions against the obligations imposed on the Contractor under the related Third Party Property Agreements together with a cost comparison of the two sets of obligations on an Open Book Basis. For the avoidance of doubt, the Final DALA Notice shall not include any amount claimed under a previous DALA Notice which has been agreed or determined in accordance with paragraph 13.6(d) or any financial cost or saving relating to a Confirmed Change.
- (h) The Transport Agency must respond to the Final DALA Notice within 20 Business Days of receipt either setting out the Transport Agency's agreement to the

Contractor's proposed amount of the net cost or saving or the Transport Agency's proposed amount of the net cost or saving. Where the Contractor disputes the amount set out in the Transport Agency's notice, it may refer the Dispute for resolution in accordance with the Accelerated Dispute Resolution Procedures within 5 Business Days of such notice.

- (i) The Transport Agency must, following agreement of the amount of the net cost or saving or the determination of the amount where the matter has been referred for resolution in accordance with the Accelerated Dispute Resolution Procedures under paragraph 13.6(h):
 - (i) where such amount is a net saving to the Contractor, deduct such amount as Moneys Owing in the next Payment Period; and
 - (ii) where such amount is a net cost to the Contractor, pay such amount as an Additional Payment in the next Payment Period,

in accordance with clause 49 of the Base Agreement.

13.7 Precedence of documents

- (a) Subject to paragraph 13.7(b) and for the avoidance of doubt, in the case of any inconsistency between this Schedule and the Computer Freehold Registers for the titles comprising the Initial Site and the Deferred Acquisition Land, the Computer Freehold Registers prevail.
- (b) In the case of any inconsistency between the Deferred Acquisition Land Assumptions and the Computer Freehold Registers for the titles to the Deferred Acquisition Land as at the Execution Date, the Deferred Acquisition Land Assumptions prevail.

Part 4 – P2Wk Operating Site and Return of Surplus Land

14. Identification of P2Wk Operating Site and Surplus Land

14.1 Identification of P2Wk Operating Site and Surplus Land

- (a) The P2Wk Site Plans identify, as at Financial Close, what land is expected to be Surplus Land and what land is expected to form part of the P2Wk Operating Site following the Service Commencement Date.
- (b) The Contractor must, during the Works Provisioning and at least six months prior to the Service Commencement Date and in consultation with the Transport Agency:
 - (i) confirm the P2Wk Operating Site and Surplus Land identified in paragraph 14.1(a); or
 - (ii) identify any amendments to the P2Wk Operating Site and Surplus Land required as a result of:
 - (A) the Final Design Documentation;
 - (B) the RMA Conditions;
 - (C) identification of final boundaries as a result of any legal survey undertaken to date; or
 - (D) the provision of the Services; or
 - (E) ensuring their conformance with the principles set out in Appendix G (Principles for identifying the P2Wk Operating Site and Surplus Land) to this Schedule 5; or
 - (iii) initiate a Change relating to the P2Wk Operating Site and the Surplus Land, in which case Part 12 (Changes) of the Base Agreement will apply.
- (c) For the avoidance of doubt, to the extent the proposed P2Wk Operating Site falls outside the P2Wk Project Site, clause 22.1(f) of the Base Agreement will apply.
- (d) Where the Contractor proposes amendments to the P2Wk Operating Site and Surplus Land under paragraph 14.1(b)(ii), the Transport Agency will review the proposed P2Wk Operating Site and Surplus Land, and will, acting reasonably and where applicable by applying the principles set out in Appendix G (Principles for identifying the P2Wk Operating Site and Surplus Land) to this Schedule 5, determine whether it accepts the Contractor's proposed amendments and whether it requires any additional amendments. Any changes accepted by the Transport Agency to the P2Wk Operating Site and Surplus Land under this paragraph 14.1(d) will be deemed to constitute a Confirmed Change (at no cost to the Transport Agency).
- (e) To the extent that the Transport Agency does not accept the Contractor's proposed amendments or requires any additional amendments to the P2Wk Operating Site and Surplus Land under paragraph 14.1(d), the Contractor may:
 - (i) refer the matter to the Dispute Resolution Procedures for determination of the P2Wk Operating Site and Surplus Land. The parties must comply with any determination made under the Dispute Resolution Procedures, provided that the Transport Agency will not be liable for any Change in Costs resulting from such

determination; or

- (ii) initiate a Change in accordance with Part 12 (Changes) of the Base Agreement.
- (f) Any amendments to the P2Wk Operating Site that are the subject of a Confirmed Change during the Works Provisioning must be identified by the Contractor under paragraph 14.1(b)(ii), and the Transport Agency must accept such amendments under paragraph 14.1(d), in accordance with the Confirmed Change.
- (g) The Contractor shall ensure that any parcel of Surplus Land is:
 - (i) not landlocked; and
 - (ii) of an area and is configured in such a shape as to be reasonably capable of economic utilisation either in its own right or in conjunction with other adjacent parcels of Surplus Land,

and that resale values for the Transport Agency in relation to the Surplus Land are not otherwise unreasonably reduced as a result of the Contractor's actions, except to the extent that the Contractor's actions are expressly permitted by this Agreement. If the requirements of this paragraph 14.1(g) are not met, the Transport Agency may (at its discretion) require the relevant parcel of land to remain in the P2Wk Operating Site.

14.2 P2Wk Operating Site Subject to Survey

- (a) The P2Wk Operating Site established in accordance with paragraph 14.1 shall be shown on a plan prepared by the Contractor which will be attached to and form part of the P2Wk Project Lease as at the Service Commencement Date. The plan identifying the P2Wk Operating Site will be subject to survey in accordance with paragraph 15.1 (Legal survey).
- (b) Subject to paragraph 14.1, the identification of the final boundaries of the P2Wk Operating Site and Surplus Land as a result of the survey described in this paragraph 14 will not constitute a Change.

15. Legal survey

15.1 Legal survey

- (a) As soon as possible following commencement of the P2Wk Project Lease, the Contractor must:
 - (i) complete a legal survey using a registered surveyor to finalise the boundaries of the P2Wk Operating Site, with the final legalisation survey plans to identify:
 - (A) all cadastral boundaries, all crossing places and all title details;
 - (B) the P2Wk Main Alignment's legal boundaries;
 - (C) the State highway and Motorway legal boundaries;
 - (D) the extent of any covenants or other legal protections required as a result of the Project;
 - (E) all easements, covenants or encumbrances required by any Third Party

Property Agreement or under paragraph 16 (Returning Surplus Land);
and

- (F) all survey control marks, including any Land Information New Zealand survey control marks, including any that have been established or relocated; and

the Contractor must provide the survey plans to the Transport Agency for its review and approval prior to the plans being finalised.

- (ii) provide the Transport Agency with all assistance required by the Transport Agency to complete legalisation of all boundaries. For the avoidance of doubt, the Transport Agency will be responsible for all New Zealand Gazettal processing to declare land taken for road or motorway and for obtaining titles following subdivision, boundary adjustment or other re-titling of the P2Wk Operating Site from adjacent parcels of land.
- (b) Surveys and the preparation of associated plans and documentation must be completed, at the Contractor's risk and cost, to a standard that enables subdivision, boundary adjustment or other re-titling of the P2Wk Operating Site from adjacent parcels of land. The Contractor shall regularly consult with the Transport Agency while undertaking its survey and provide the Transport Agency the ability to comment on its process before any survey plan is finalised for deposit with Land Information New Zealand.
- (c) To the extent the Transport Agency is required to lodge documentation to complete the legalisation of any subdivision, boundary adjustment or other re-titling, it will do so, at the cost and risk of the Contractor.
- (d) For the avoidance of doubt, the survey described above may be undertaken in stages including during Works Provisioning.

15A. Declaration of Motorway

- (a) The Contractor must, following:
 - (i) the acquisition of all Deferred Acquisition Land; and
 - (ii) any amendment of the P2Wk Designation,

provide to the Transport Agency scheme plans showing those parts of the P2Wk Roads that are to be declared Motorway, in a form suitable for:

 - (iii) describing the land for the purposes of section 71(1) of the GRPA; and
 - (iv) depositing in the Office of the District Land Registrar for the purposes of section 71(4) of the GRPA or the office of the Registrar of the Maori Land Court (as applicable),

provided that, notwithstanding the Contractor's obligations under paragraph 15.1, the Contractor will not be required to complete additional legal surveys under this clause 15A.

- (b) Subject to paragraph 15A(a), the Transport Agency must, as soon as reasonably practicable following the receipt of the information under paragraph 15A(a) (having regard to its statutory obligations under section 71 of the GRPA and in consultation

with the Ministry of Transport), request the Governor-General to declare the relevant parts of the P2Wk Roads to be a motorway.

- (c) The Contractor must provide all assistance and information necessary for the Transport Agency to comply with its obligations under this paragraph 15A.

16. Returning Surplus Land

- (a) The parties acknowledge that:
 - (i) prior to the Service Commencement Date, Surplus Land will remain part of the P2Wk Project Site until it is Returned in accordance with this Agreement; and
 - (ii) following the Service Commencement Date, Surplus Land will remain part of the P2Wk Residual Site until it is Returned in accordance with this Agreement.
- (b) The Contractor must return the Surplus Land to the Transport Agency as follows:
 - (i) each parcel of Surplus Land will comprise a Close-out Deliverable; and
 - (ii) each parcel of Surplus Land will be allocated, in the Close-out Plan and/or the Close-out Sub-Programme:
 - (A) a Planned Close-out Date, by which date it must be surrendered to the Transport Agency; and
 - (B) Close-out Tests, which must be met before a Close-out Certificate will be issued for that parcel of Surplus Land.
- (c) At the time the Independent Reviewer confirms that a block of Surplus Land has met its Close-out Tests and has issued a Close-out Certificate for that block of land, the land will become Returned Land for the purposes of this Agreement and the Contractor's licence to access and/or occupy such land will immediately terminate.

Part 5 – Other Land

17. **Contractor's rights over the VMS Sites and other ITS equipment**

Within 20 Business Days of the date of receipt of written request from the Contractor, the Transport Agency will grant and the Contractor will accept (including for the benefit of the Contractor Personnel) an easement over those VMS Sites and other sites containing ITS equipment located on land outside the P2Wk Project Site but within road reserve controlled by the Transport Agency for the purpose of constructing, operating and maintaining the VMS and other ITS equipment and conveying electricity, telecommunications and computer media associated with the VMS Sites and other sites containing ITS equipment as is necessary to comply with the Works Requirements and Service Requirements.

Part 6 – Local Roads

18. Local Roads Constructed by Contractor

18.1 Access for construction of Local Roads

To the extent that any land outside of the Initial Site and the Deferred Acquisition Land (once acquired) is required by the Contractor during Works Provisioning in order to construct the P2Wk Project, the Contractor will be solely responsible for obtaining the necessary access to any such land (for example by acquiring Extra Land or reaching agreement with the relevant Road Controlling Authority to open any Local Roads).

Part 7 – Other matters

19. Neighbour Agreements

19.1 Contractor to comply with Neighbour Agreements

In relation to the properties comprised in certificates of title [REDACTED], [REDACTED] and [REDACTED], the Contractor will comply with the obligations imposed on the Contractor under the Neighbour Agreements as if the Neighbour Agreements were fully signed and legally binding on the Contractor.

20. Unique land matters

20.1 The Contractor will comply with the access requirements set out in Appendix H (Access Requirements) to this Schedule 5. In the event of any inconsistency between those access requirements and a Third Party Property Agreement, the obligations in the Third Party Property Agreement will prevail.

20.2 Additional Mitigation Land

- (a) As soon reasonably practicable following Financial Close but in any event no later than 1 August 2018, the Contractor will advise the Transport Agency of any areas of land outside the P2Wk Project Site which are, at Financial Close, owned by the Crown on behalf of the Transport Agency and acquired for the purpose of the P2Wk Project and which the Contractor requests that the Transport Agency provide access to for mitigation planting (**Additional Mitigation Land**). The Contractor may include in its request that the Additional Mitigation Land is made available for relocation of fauna as required by the RMA Conditions. The Contractor must provide to the Transport Agency, at the same time, sufficient details to demonstrate that Additional Mitigation Land is required, including its consideration of all reasonably available alternatives (including within the P2Wk Project Site) and the mitigation planting and/or fauna relocation is of an area and has been configured to minimise the area of Additional Mitigation Land required, together with the Contractor's assessment of environmental effects, land requirement plans and proposed amendments to the P2Wk Site Plans. The Contractor must also ensure that the Additional Mitigation Land that is required is of an area and is configured in such a shape as to ensure that the balance of the adjacent land owned by the Crown is reasonably capable of economic utilisation either in its own right or in conjunction with other adjacent parcels of land, including the Additional Mitigation Land.
- (b) The Transport Agency will review the information provided by the Contractor pursuant to paragraph 20.2(a) and may, at its sole discretion, agree that the Contractor can access and use the Additional Mitigation Land (or any such part) for mitigation planting and/or fauna relocation. The Transport Agency may require the Contractor to amend its request (including the P2Wk Site Plans amendments provided) as a condition of its agreement. If the Transport Agency notifies the Contractor of its agreement and the Contractor has amended its request to the extent required by the Transport Agency, then the Additional Mitigation Land (or any such part) may be used by the Contractor for the agreed purposes and the Additional Mitigation Land will form part of the P2Wk Project Site becoming subject to the P2Wk Construction Lease and these P2Wk Construction Lease Terms, and the P2Wk Site Plans will be deemed to be amended to the extent notified by the Transport Agency.
- (c) Notwithstanding anything else in this Agreement, any decision by the Transport Agency concerning the Additional Mitigation Land will be at the sole risk of the Contractor and, in particular, the Contractor will be responsible for any required changes to the RMA Conditions or any new Consent. Any costs or delay associated

with re-designing and constructing any element of the P2Wk Project as a result of the Contractor not being able to use the Additional Mitigation Land (or any such part requested) for mitigation planting and/or fauna relocation will be at the risk of the Contractor and the Transport Agency will have no liability for the same.

20.3 Additional Land

For the purposes of clause 22.1(g) of the Base Agreement, the following will apply:

- (a) The Contractor may request that the Transport Agency acquires the parcels of Additional Land set out in Appendix J (Additional Land) to this Schedule 5 by the date specified in the column titled "Additional Land Target Date" in Appendix J (Additional Land) to this Schedule 5 (as amended by agreement by the parties) (**Additional Land Target Date**).
- (b) The Contractor must provide to the Transport Agency, in its request under paragraph 20.3(a), land requirement plans in respect of the parcel of Additional Land by the date specified in the column titled "Date by which Land Requirement Plans must be provided to the Transport Agency" in Appendix J (Additional Land) to this Schedule 5. The land requirement plans must be sufficiently accurate and detailed (in the Transport Agency's opinion) to enable the Transport Agency to commence the acquisition process of the Additional Land in accordance with the Public Works Act 1981. The Contractor will provide such further assistance and information as is reasonably requested by the Transport Agency.
- (c) Any delay in the Contractor providing sufficient land requirement plans will result in the respective Additional Land Target Date being extended by the same number of days.

Appendix A: Deferred Acquisition Land

Withheld

[Redacted]

[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

[Redacted]

[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

[Redacted]

[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

Appendix AA: Deferred Acquisition Land Assumptions Withheld

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Appendix B: P2Wk Site Plans

Withheld

Appendix C: Site Access Protocols – Prior to Works Completion

1. Definitions

In addition to the definitions set out in clause 1 (Definitions) of the Base Agreement:

Infrequent Visitors means infrequent visitors to the P2Wk Project Site who will not undertake any construction work onsite;

Personal Protective Equipment means all safety equipment reasonably required to protect those on work sites in the construction industry, including a hard hat, safety footwear, Transport Agency compliant hi-visibility vest, safety eye wear, gloves, long sleeves and pants and other necessary hearing and protective equipment.

2. Scope and application

- (a) These Site Access Protocols describe how the Contractor will meet certain of its obligations under this Agreement prior to Works Completion, including with respect to access to and egress from the P2Wk Project Site and compliance with all health and safety obligations on the P2Wk Project Site.
- (b) These Site Access Protocols:
 - (i) must be read in conjunction with the Construction Health and Safety Plan, the Construction Environmental Management Plan (**CEMP**) and the Construction Traffic Management Plan (**CTMP**); and
 - (ii) are subject to the RMA Conditions and the Third Party Interface Protocols.
- (c) Notwithstanding anything in these Site Access Protocols, but without prejudice to clause 7.6 (Transport Agency's obligation to Contractor) of the Base Agreement, clause 14.4 (Co-ordination with other contractors) of the Base Agreement, the Third Party Interface Protocols and Part 11 (Events) of the Base Agreement, nothing in these Site Access Protocols shall in any way reduce, limit, restrict or affect:
 - (i) any of the Transport Agency's rights under this Agreement; or
 - (ii) any of the Contractor's obligations under this Agreement, including, without limitation, the requirements set out in clause 22.2 (Contractor's conduct on P2Wk Project Site) of the Base Agreement.

3. Works Provisioning

These Site Access Protocols will only apply until (and including) the date on which Works Completion is achieved. The parties acknowledge and agree that from the date of Works Completion, the Site Access Protocols contained in Appendix D (Site Access Protocols – Following Works Completion) to this Schedule 5 will apply.

4. P2Wk Project Site access

- (a) Access to the P2Wk Project Site will be via the site access points which are identified in the approved Outline Plan of Works, or another location as notified by the

Contractor to the Transport Agency from time to time.

- (b) All access to and parking at the P2Wk Project Site, including heavy vehicle access, must comply with the requirements of the RMA Conditions, the CEMP and the CTMP.

5. Access during Works Provisioning

5.1 Contractor obligations

- (a) Subject to paragraph 2.3(c) of Annexure 5 (Third Party Interface Protocols) to Schedule 3 (Project and Ancillary Documents), the Contractor is responsible for ensuring that all health and safety requirements are complied with in respect of the P2Wk Project Site. The Contractor acknowledges that it is responsible for controlling access to the P2Wk Project Site.
- (b) The Contractor will undertake inductions to educate the Contractor Personnel on the P2Wk Project Site procedures and protocols. The P2Wk Project Site induction will cover site procedures, evacuation procedures and health and safety protocols and will be conducted at a pre-arranged time by a member of the Contractor's or a Sub-contractor's staff. The Contractor will ensure that the Contractor Personnel have all Personal Protective Equipment reasonably required in order for the Contractor Personnel to carry out their function on the P2Wk Project Site.
- (c) Subject to paragraph 2.3(c) of Annexure 5 (Third Party Interface Protocols) to Schedule 3 (Project and Ancillary Documents), the Contractor is responsible for the management of all third party vehicles on the P2Wk Project Site.

6. Site access procedures - third party contractor and visitor obligations

All third party contractors and visitors will be required, as a condition of entry to the P2Wk Project Site subject to paragraph 2.3(c) of Annexure 5 to Schedule 3 (Third Party Interface Protocols):

- (a) to comply with the Contractor's site safety requirements, induction processes and all reasonable directions of the Contractor while on the P2Wk Project Site;
- (b) to give two Business Days' notice to the Contractor of their intention to access the P2Wk Project Site, provided that such notice may be waived by the Contractor on request (acting reasonably);
- (c) to provide their own Personal Protective Equipment other than that provided by the Contractor under paragraph 6.2; and
- (d) to sign into and then subsequently sign out of the P2Wk Project Site in accordance with the Contractor's procedures.

6.1 Site access procedures - Transport Agency obligations

The Transport Agency shall procure:

- (a) that, where there are notice requirements prior to accessing the P2Wk Project Site in accordance with the Base Agreement for a specific purpose, the Transport Agency complies with such notice requirements before accessing the P2Wk Project Site (and otherwise provides the Contractor with prior notice as to its intention to access the

P2Wk Project Site);

- (b) that all Transport Agency Personnel and Transport Agency Related Persons comply with the Contractor's site safety requirements, induction processes and all reasonable directions of the Contractor while on the P2Wk Project Site;
- (c) that all Transport Agency Personnel and Transport Agency Related Persons provide their own Personal Protective Equipment while on the P2Wk Project Site other than that provided by the Contractor under paragraph 6.2; and
- (d) that all Transport Agency Personnel and Transport Agency Related Persons are signed into and then subsequently signed out of the P2Wk Project Site in accordance with the Contractor's procedures.

6.2 Site access procedures - Infrequent Visitors

Subject to paragraph 2.3(c) of Annexure 5 to Schedule 3 (Third Party Interface Protocols), Infrequent Visitors will be required to sign in and report to the P2Wk Project Site office where a member of the Contractor's or a Sub-contractor's staff will inform them about relevant hazards and site rules. Infrequent Visitors will be issued Personal Protective Equipment for the duration of their site visit and will be escorted throughout the P2Wk Project Site at all times by a member of the Contractor's or a Sub-contractor's staff who has been properly inducted. An Infrequent Visitor must give two Business Days' notice to the Contractor of its intention to access the P2Wk Project Site. Notice may be waived by the Contractor on request (acting reasonably).

7. Access prior to Close-out

Where a permanent access way is to be provided as a Close-out Deliverable, the Contractor must maintain any temporary access way to ensure that access is provided in accordance with the RMA Conditions, until such time as the Independent Reviewer issues a Close-out Certificate in respect of that Close-out Deliverable.

8. Safety of public

Subject to paragraph 2.3(c) of Annexure 5 to Schedule 3 (Third Party Interface Protocols) members of the general public will not be allowed access on to the P2Wk Project Site except as set out in paragraph 10 to these Site Access Protocols and then (as between the Contractor and the Transport Agency) at the Contractor's sole risk.

9. Communication protocols

The Contractor must comply with any communication protocols required by the Base Agreement or the RMA Conditions, including the Project Stakeholder and Communications Plan.

10. Public access over P2Wk Project Site

10.1 Protocol for access through roads and roadside walkways

- (a) Access will be provided to State Highway and local road traffic passing through the P2Wk Project Site as far as practicable. From time to time as the construction progresses, the Contractor will have the need to restrict access to the public for safety

reasons.

- (b) When it is identified that the risk to the public requires access to be restricted, the CTMP will inform on how and when access can be restricted.
- (c) The implementation of specific access restrictions will be detailed in approved Site Specific Traffic Management Plans (**SSTMP**). SSTMPs will be developed by the Contractor and submitted for approval by the relevant Road Controlling Authority. Details in SSTMPs will include
 - (i) locations of restrictions;
 - (ii) detour routes;
 - (iii) operating times when access is restricted;
 - (iv) communication and advertising requirements; and
 - (v) contact information.
- (d) On-going communication with the public will be undertaken in accordance with both the Project Stakeholder and Communications Plan and CTMP. This will include newspaper and newsletter advertising of upcoming construction activities and closures.
- (e) Where practicable, physical barriers and separation will be used to ensure the public is not put at risk to construction hazards. Detours on roading networks will be sign posted to COPTTM standards.

10.2 Protocol for access through other public accessways

- (a) For short term closures where access is unavailable for a period less than three months, consultation, notification and communication of restrictions will be carried out in accordance with the CTMP and Project Stakeholder and Communications Plan. In addition, signs will be erected to notify track users of the access restrictions. Signs will be erected at locations where alternative routes exist.
- (b) For restrictions where a closure is to be in place for a period of longer than three months, a SSTMP will be prepared.
- (c) The SSTMP will specifically deal with:
 - (i) providing signage at an appropriate starting point on the track explaining the nature of any access changes, such that it makes it easy for the user to make a decision about whether to continue along the track;
 - (ii) measures to maintain, where practicable, safe and clearly sign-posted alternative tracks around the construction works; and
 - (iii) measures to provide for the shortest and most convenient detours that are reasonably practicable.

10.3 Protocol for access through private access ways

- (a) If an access protocol exists in the Third Party Property Agreement or in Appendix H (Access Requirement) to this Schedule 5 for a private property, this will be observed

by the Contractor when varying access to a property.

- (b) Where no access protocol is included in the Third Party Property Agreement or in Appendix H (Access Requirement) to this Schedule 5, the minimum requirements will be:
 - (i) the Contractor will ensure reasonable practicable access is maintained to the property during Works Provisioning;
 - (ii) the Contractor will provide regular updates to landowners/tenants of upcoming construction works by way of a newsletter;
 - (iii) provide a minimum 48 hours written notice when access to the affected landowner or tenant's property is temporarily unavailable; and
 - (iv) provide affected landowners/tenants with a 24 hour toll free number to contact the Contractor if they have any queries.
- (c) The CTMP and the SSTMP prepared in accordance with the RMA Conditions will make allowance for access to these properties without conflict with construction vehicles. Physical barriers will delineate private access ways from the construction site.

Appendix D: Site Access Protocols – Following Works Completion

1. Scope and application

- (a) These Site Access Protocols describe how the Contractor will meet certain of its obligations under this Agreement following Works Completion and during the Operating Term, including with respect to access to and egress from the P2Wk Project Site and compliance with all health and safety obligations on the P2Wk Project Site.
- (b) These Site Access Protocols:
 - (i) must be read in conjunction with the Operational Health and Safety Plan; and
 - (ii) are subject to the Third Party Interface Protocols.
- (c) Notwithstanding anything in these Site Access Protocols, but without prejudice to clause 7.6 (Transport Agency's obligations to Contractor), clause 14.4 (Co-ordination with other contractors) and Part 11 (Events) of the Base Agreement, nothing in these Site Access Protocols shall in any way reduce, limit, restrict or affect:
 - (i) any of the Transport Agency's rights under the Agreement; or
 - (ii) any of the Contractor's obligations under this Agreement, including, without limitation, the requirements set out in clause 22.2 (Contractor's conduct on P2Wk Project Site) of the Base Agreement.

2. Transport Agency access

- (a) The Contractor must provide the Transport Agency with access to enable the Transport Agency to effectively exercise its rights under the Agreement and, in particular, the Contractor must provide the Transport Agency access to the P2Wk Project Site for the conduct of any Asset Survey under clause 33 (Asset Surveys) of the Base Agreement.
- (b) To the extent that the exercise of the Transport Agency's access rights under the Base Agreement and these Site Access Protocols impacts on the Contractor's ability to meet the Availability Criteria, any relief will be addressed in accordance with Schedule 13 (Performance Regime) to the Base Agreement and the Lane Closure Protocols.

3. Access prior to Close-out

Where a permanent access way is to be provided as a Close-out Deliverable, the Contractor must maintain any temporary access way to ensure that access is provided in accordance with the RMA Conditions, until such time as the Independent Reviewer issues a Close-out Certificate in respect of that Close-out Deliverable.

4. Not used

5. Protocol for access through public access ways

5.1 P2Wk Roads

The Contractor shall provide the public access through the P2Wk Roads in accordance with the Base Agreement and in particular Part 6 (General Terms relating to Services) and Part 10 (AMM Services) of the Base Agreement and Schedule 12 (Service Requirements) and Schedule 13 (Performance Regime).

5.2 Other public access ways

Public access along the other public access ways may require intermittent restrictions for maintenance and/or repair works or incidental management. Any such temporary access restriction will be communicated to the public via:

- (a) providing signage at an appropriate starting point in the track explaining the nature of any access restrictions, such that it makes it easy for the user to make a decision about whether to continue along the track;
- (b) measures to maintain, where practicable, safe and clearly sign-posted alternative tracks around the maintenance or repair works; and
- (c) measures to provide for the shortest and most convenient detours that are reasonably practicable.

6. Protocol for access through private access ways

- (a) The Contractor shall provide the public access through the private access ways as provided for in accordance with paragraph 27 (Property Agreements) of Schedule 11 (Works Requirements) and paragraph 26 (Third Party Property Agreements) of Schedule 12 (Service Requirements) and in accordance with the following protocol:
 - (i) if an access protocol exists in the Third Party Property Agreement or in Appendix H (Access Requirements) to this Schedule 5 for a private property, this will be observed by the Contractor when varying access to a property; and
 - (ii) where no access protocol is included in the Third Party Property Agreement or in Appendix H (Access Requirements) to this Schedule 5, the minimum requirements will be:
 - (A) the Contractor will ensure reasonable practicable access is maintained to the property during the Operating Term; and
 - (B) the Contractor will provide a minimum 48 hours written notice when access to the affected landowner or tenant's property is temporarily unavailable or restricted. Such notice will include a toll free contact number the affected landowners/tenants may use if they have any queries.

Appendix E: Third Party Property Agreements

Withheld

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Appendix F: Neighbour Agreements

Withheld

Appendix G: Principles for identifying the P2Wk Operating Site and Surplus Land

Withheld

[Redacted]

- [Redacted]

Appendix H: Access Requirements

Withheld

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Appendix J: Additional Land

Withheld

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]