

Land Acquisition and Resettlement Plan

Project Number: 0012020
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Solomon Islands: Kongulai Water Treatment Plant Project

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ABBREVIATIONS

ADB	Asian Development Bank
AP	affected person
COL	Commissioner of Lands
DP	displaced person
EA	Executing Agency
ECD	Environmental Conservation Division
EM	Entitlement Matrix
EU	European Union
FTE	Fixed term estate
GRM	Grievance redress mechanism
HCC	Honiara City Council
HH	household
IA	Implementing Agency
IOL	Inventory of Losses
LTA	Lands and Titles Act (1988)
MID	Ministry of Infrastructure Development
ML	Mega litres (1,000,000 litres)
MLD	Mega litres per day
MLHS	Ministry of Lands, Housing, and Survey
MMERE	Ministry of Mines, Energy and Rural Electrification
MoA&L	Ministry of Agriculture and Livestock
MOFT	Ministry of Finance and Treasury
MOHMS	Ministry of Health and Medical Services
MOLHS	Ministry of Lands, Housing and Survey
MOU	Memorandum of understanding
NRW	Non-revenue water
NSO	National Statistics Office
NTU	Nephelometric turbidity units
OIC	Officer in charge
PE	Perpetual estate
PE	Polyethylene
PG	Provincial Government
PM	Project Manager
PMU	Project management unit
PS	Permanent Secretary
ROW	Right of way
RP	Resettlement Plan
SBD	Solomon Islands dollar
SIEA/SP	Solomon Islands Electricity Authority (Trading as Solomon Power)
SIG	Solomon Islands Government
SIWA/SW	Solomon Islands Water Authority (Trading as Solomon Water)
SPS	Safeguard Policy Statement
TOL	Temporary Occupational License
UWSSSP	Urban Water Supply and Sanitation Sector Program
UXO	Unexploded ordnance
WB	World Bank
WHO	World Health Organisation
WTP	Water treatment plant

GLOSSARY

Affected persons – (APs) are all the people affected by the project through land acquisition, relocation, or loss of incomes, including any person, household (family), firms, or public or private institutions.

Alienated land - customary land whose ownership has been transferred to private individuals or which has been acquired by the government.

Assistance - support, rehabilitation, and restoration measures extended in cash and/or kind over and above the compensation for lost assets

Compensation – payment in cash or kind for an asset to be acquired or affected by a project at replacement cost at current market value.

Construction limit - an area of land around the construction site where equipment is positioned, workers undertake their duties, and aggregates or construction materials are placed ready for use and subject to the conditions of the contract.

Construction and maintenance access agreement - a written agreement between the Implementing Agency and the leaseholder to allow civil works on to the leasehold property.

Customary land - land owned or occupied, or an interest in land held, by one or more persons under the rules of custom. (Usually owned by a clan or group, not an individual.) Solomon Islands recognises customary rights to ancestral land of the indigenous population.

Cut-off date – the date after which people will NOT be considered eligible for compensation, i.e. they are not included in the list of APs as defined by the census. Normally, the cut-off date is the date of the detailed measurement survey.

Detailed measurement survey – the detailed inventory of losses that is completed after detailed design and marking of project boundaries on the ground.

Displaced persons – in the context of involuntary resettlement, displaced persons are those who are physically displaced (relocation, loss of residential land, or loss of shelter) and/or economically displaced (loss of land, assets, access to assets, income sources, or means of livelihoods) as a result of (i) involuntary acquisition of land, or (ii) involuntary restrictions on land use or on access to legally designated parks and protected areas.

Easement - a legal right of use over property of another. A right attached to land, agreed between a landowner/leaseholder and another party, to use or access a property (or part of a property) for a particular purpose, (without possessing it). The easement should be registered against the property's title. It allows the proprietor thereof to either use the land in a particular manner or to restrict its use to a particular extent (but does not include a profit).

Entitlement – the range of measures comprising cash or in-kind compensation, relocation cost, income rehabilitation assistance, transfer assistance, income substitution, relocation assistance, and/or business restoration assistance that are due to APs, depending on the type and degree nature of their losses, to restore their social and economic base.

Fixed term title - Titles issued by Commissioner of Lands, for use of state land. The COL enters into 50-year fixed term estate (FTE) agreements with individuals or shorter term temporary occupancy licenses (TOL), usually for one or two years.

Inventory of losses – the pre-appraisal inventory of assets as a preliminary record of affected or lost assets.

Lease - the grant with or without consideration, by the owner of land of the right to the exclusive possession of his land, and includes the right so granted and the instrument granting it, and also includes a sublease but does not include an agreement for lease.

Lessee - the proprietor of a lease or his successor in title.

Lessor - the person who has granted a lease or his successors in title.

Non-titled – those who have no recognizable rights or claims to the land that they are occupying, including people using private or state land without permission, permit, or grant, i.e., those people without **legal** title to land and/or structures occupied or used by them. ADB's policy explicitly states that such people cannot be denied compensation for non-land assets and resettlement assistance.

Lands and Title Act (1988) - the LTA governs the government's temporary or permanent acquisition of both alienated and customary land, through compulsory acquisition or negotiated agreement. It addresses requirements for acquisition of land for public purposes, and regulates the compensation for land and improvements.

Perpetual estate - land owned by the state and held in perpetual title on behalf of the government by the Commissioner of Lands (COL).

Replacement cost - the method of valuing assets to replace the loss at current market value, or its nearest equivalent; it is the amount in cash or in-kind needed to replace an asset in its existing condition, without deduction of transaction costs or for any material salvaged.

Significant impact – 200 people or more will experience major impacts, which are defined as (i) being physically displaced from housing, or (ii) losing 10% or more of their productive assets (income generating).

Vulnerable - any people who might suffer disproportionately or face the risk of being marginalized from the effects of resettlement, including (i) female-headed households with dependents, (ii) disabled household heads, (iii) poor households that fall below the poverty line, (iv) landless, (v) elderly households with no means of support, (vi) households without security of tenure, (vii) ethnic minorities, and (viii) marginal farmers (with landholdings of 2 hectares or less).

EXECUTIVE SUMMARY

The Solomon Islands Government (SIG) and Solomon Islands Water Authority trading as Solomon Water (SW) have obtained financing from development partners Asian Development Bank (ADB), World Bank (WB), and European Union (EU) for the Urban Water Supply and Sanitation Sector Project (UWSSSP).

A key output of the project is to support the rehabilitation and expansion of urban water supply infrastructure. SW intends to apply a portion of the proceeds to finance a subproject under the program, the SW0012020 – Kongulai Water Treatment Plant Project. Under the UWSSSP, Ministry of Finance and Treasury (MoFT) is the Executing Agency (EA) and Solomon Water (SW) is the Implementing Agency (IA).

This resettlement plan (RP) describes the scope of the Kongulai Water Treatment Plant Project for the supply of clean water system to Honiara City, its impacts, and the entitlements and implementation responsibilities for any land acquisition or compensation required. It has been developed to comply with relevant laws of Solomon Islands on lands and compensation, Land and Titles Act, 1988 (LTA), and the ADB Safeguard Policy Statement (SPS 2009) specifically on involuntary resettlement for negotiated agreements. The project approach is to avoid and minimize land acquisition and resettlement impacts wherever possible, and it is based on the Solomon Water Resettlement Framework developed in 2018¹.

The project is aimed at improving the Kongulai Spring Water Supply currently supplying approximately 40% of the water demand of Honiara City. Specifically, to be able to provide water from this source continuously through periods of high turbidity, improving the water quality and exceeding World Health Organisation (WHO) guidelines for drinking water supply and to provide an infrastructure that is sustainable. The project scope covers the procurement, construction, and installation, testing and commissioning of a 15-MLD Water Treatment Plant (WTP) at the Kongulai site and a 1.6km treated water pipeline to Tasahe Reservoir.

The water treatment plant (WTP) will require land on which residential houses and gardens currently exist. There are eight residential houses that are located in the proposed project site: seven of these will be relocated whilst one householder will receive cash compensation at full replacement value as she has chosen to relocate elsewhere. A grave located in the vicinity of the site will not be moved and will remain outside the fence line but within the overall site boundary. Space will be provided around the grave site to allow unfettered access at all times. The eight residential houses belong to the family headed by the local chief [REDACTED].

As agreed between residents and SW, the eight affected households/families (in total 41 people) will be relocated, seven households to a neighboring parcel of land 100 metres away from their current location, and one to another neighbourhood of their choosing. The main resettlement land will be purchased from the current landowner. SW will fund and manage the construction of seven new houses on the land using local contractors, and on completion, property ownership and land title will be transferred to the resettled families. Fruit tree and crop owners cultivating the land will be compensated.

The total land area required for the WTP is 1.49 hectares and involves five different land parcels. The main land parcel to be secured is perpetually owned by [REDACTED], [REDACTED].

¹ ADB, Solomon Islands Urban Water Supply & Sanitation Sector Project: Resettlement Framework, 3/10/2018, EGIS

and [REDACTED] and [REDACTED] perpetually hold title to the 2nd parcel and [REDACTED] individually holds perpetual title to the 3rd parcel. For the other two parcels, the perpetual title holder is deceased. The process for transfer of the deceased estate has commenced through the appointed deceased estate trustee. The lands required for the WTP project will be leased to SW for 50 years with a total premium payment for all 5 parcels of SBD\$1.39M; and annual land rental for all 5 parcels of SBD\$41.7K to be revised every 5 years thereafter. The parcel of land to be used for resettlement will be purchased by SW for SBD\$1.5M.

The treated water pipeline to Tasahe Reservoir will use the existing SIG lease agreement between the Commissioner of Lands and Kongulai land trustees. There are three residential houses located in the pipeline lease area and one pig pen house unlawfully constructed in the leased pipeline area. The three houses will be avoided, but the pig pen will be relocated. Three sections of the pipeline will require provision of land easement into existing perpetual estate (PE) land in order to avoid these houses. The first section will affect PE title holder [REDACTED] (deceased), the second section will affect PE title holder [REDACTED] and the third section will affect PE title holders [REDACTED] and [REDACTED]. Fruit tree and root crop owners along the leased pipeline area will be compensated at Ministry of Agriculture standard rates.

The impacts on affected persons (APs) are deemed not significant and the project is classified as category B under the ADB safeguard policy statement as it has limited involuntary resettlement impacts.² No long-term impacts are expected as the construction and operation will not restrict the community members near the WTP from accessing and using nearby resources. Adverse impacts such as the loss of trees or crops currently being farmed on the land, or exposure to potential health hazards due to entry of non-community workers, are likely to be minor. Contractors and their staff will be trained in the risks of communicable diseases, and community members will be made aware of the risks of STIs. Further resettlement-related project preparation activity is required, and a due diligence report may be necessary.

The Entitlement Matrix (EM) is detailed in Section 7, and provides for outright purchase or lease payment for WTP project land and resettlement land required, as well as relocation costs, and compensation for APs due to loss of crops, fruit trees, and income. Design considerations and realignment of the pipeline route will be carried out to minimise impact on three houses on the pipeline route.

The resettlement costs for the project are estimated at SBD 8,000,000 which will be financed from SW funds.

Construction on site is expected to start towards the end of July of 2020. The construction period from contract signing is expected to take up to 18 months. All compensation as per the EM will be paid out prior to the start of works.

SW has a procedure for addressing grievances which is outlined in Section 5 of this plan. The SW Grievance Redress Mechanism (GRM) is a three-stage confidential process. The first stage is to begin grievance resolution at the SW Project Management Unit (PMU) level. A response must be made within five days of receiving a complaint. If the case cannot be resolved at this stage, Stage 2 allows for the complaint to be forwarded to SW executive management for resolution and it requires a formal response within ten days. If the complainant is not satisfied, the complaint is elevated to Stage 3 is where a three-member grievance tribunal will be

²According to the ADB safeguard policy, the resettlement impacts are considered significant if 200 or more persons experience major impacts, which are defined as (i) being physically displaced from housing, or (ii) losing 10% or more of their productive assets (income generating).

nominated to deliberate on the case. A response must be made within five days of the tribunal meeting. The tribunal's decision is final in terms of the project's GRM process. However, should the complainant not be satisfied s/he still has the right to take the case to a public court of the SI judicial system. There are no fees attached to the AP for making a complaint which will be treated in a transparent manner; and the aggrieved party will not be subject to retribution for making a complaint.

A national resettlement specialist will be hired by the SW/PMU and will be responsible for the monthly monitoring, assessing and reporting of the resettlement progress and issues. Reports will be disclosed on SW, WB, and ADB websites.

1. PROJECT DESCRIPTION

1. Honiara City is the capital of Solomon Islands situated on the northwest coast of Guadalcanal Province. It has been growing rapidly over the recent decades with a projected total population of 90,441 (47,171 males and 43,270 females) in 2020 (National Statistics Office) with an average annual population growth rate of 2.7% and the current population is expected to double in the next 15-20 years.

2. Current water supply in Honiara is 32 mega litres per day (MLD) with demand being estimated at 40 MLD³. Kongulai Spring Water Supply supplies between 12 -15 MLD, around 40% of the total water produced. The supply is currently untreated other than dosing with chlorine (sodium hypochlorite) for disinfection. Turbidity during dry weather is less than 5 nephelometric turbidity units (NTU) allowing supply to be maintained at all times. However, if there is rainfall in the catchment, turbidity increases with rainfall intensity. If turbidity increases above 5 NTU then 'boil water' notices are issued to customers and when turbidity reaches or exceeds 20 NTU the supply is closed down until the turbidity drops back to acceptable levels. The ongoing population growth and increasing water demand in Honiara places continual pressures on the existing water supply system. This project will facilitate the continuous treatment of the source water so that supply can be maintained during periods of high turbidity and SW can fulfill its mandate, under the SIWA Act, to provide clean and reliable water supply to its customers.

3. **Key Project Objectives:** The primary objective is (i) to enable continuous supply from this source 365 days per year; the secondary objectives are (ii) to provide improved treatment, thus improving the health of the community, and ensure compliance with WHO Guidelines; and (iii) provide an installation that is sustainable. This includes the cost of operations, energy use and ability to operate and maintain using the available resources.

4. Feasibility study reports, hydrological, topographic and geotechnical surveys and environmental studies were carried out locally to collect data to confirm the viability of the project and to inform the design. This RP is developed based on the detailed project design prepared by BECA International Consultants Ltd (BICL). It adheres to the provisions of the overall UWSSSP Resettlement Framework developed in 2018. SW will review and update the RP during project implementation to reconfirm its validity.

5. The project covers the following main components:

- construction of a new treatment/filtration system
- construction of 2ML treated water storage reservoir
- construction of a new raw and treated water pump station fitted with pumps, backup generator and switchboard
- the installation of DN 500mm polyethylene (PE) pipelines (rising main) parallel with the existing pipeline, from water source to the Tasahe reservoir tanks
- installation of a gas chlorination system
- security fencing works at the new project site
- repair of the existing road access to the water source/project site

Figure 1 shows the proposed water treatment plant layout.

³ Hunter H2O Holdings Pty Ltd, SW Report, 30 Year Strategic Plan

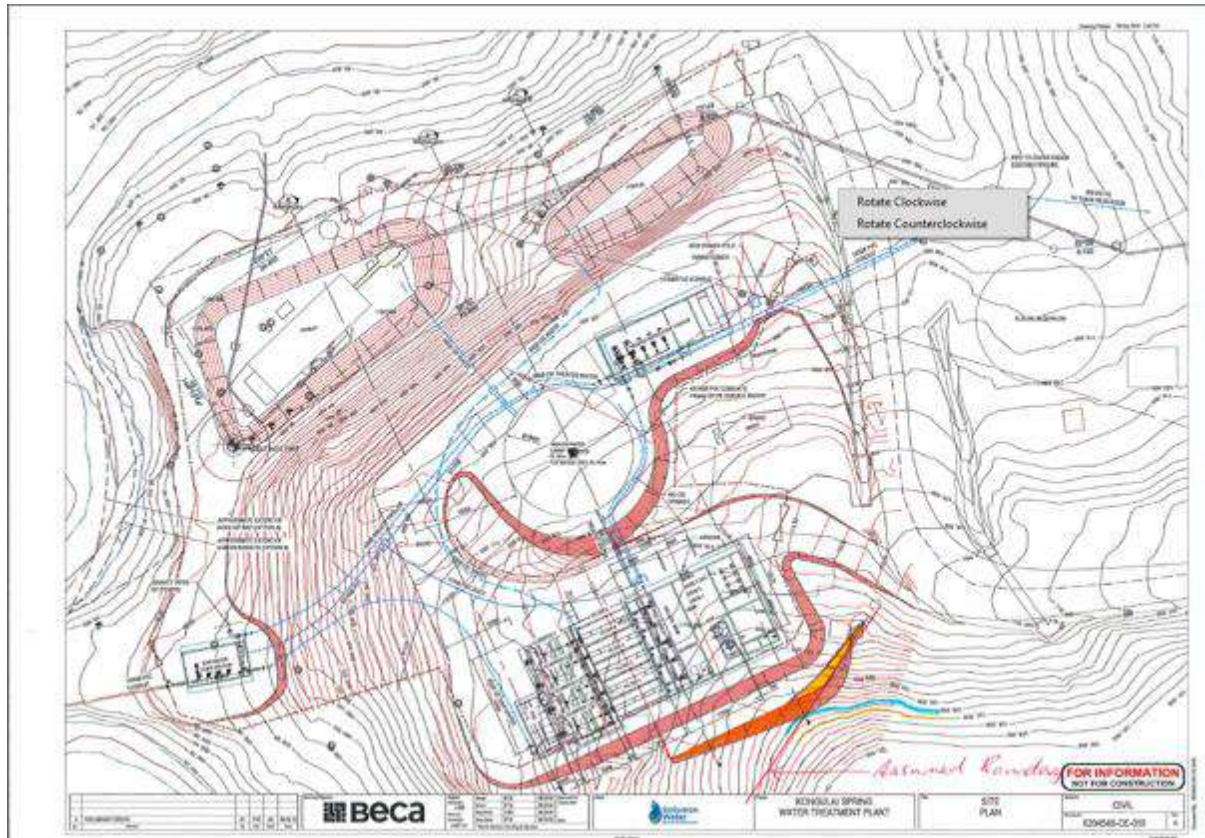


Figure 1 Proposed Water Treatment Plant layout

6. The project site is at the existing Kongulai pump station area. Several site options were considered with various challenges for a conventional WTP and the most feasible is the Kongulai Pump Station site and surrounding area. The land is held as perpetual estate (PE) and the landowners are willing to negotiate the leasing of the site and resettlement of the 41 residents of the existing eight houses. The location of the proposed Kongulai water treatment plant project site is shown below in Figure 2 and Figure 3.



Figure 2 Location of proposed WTP west side of Honiara city

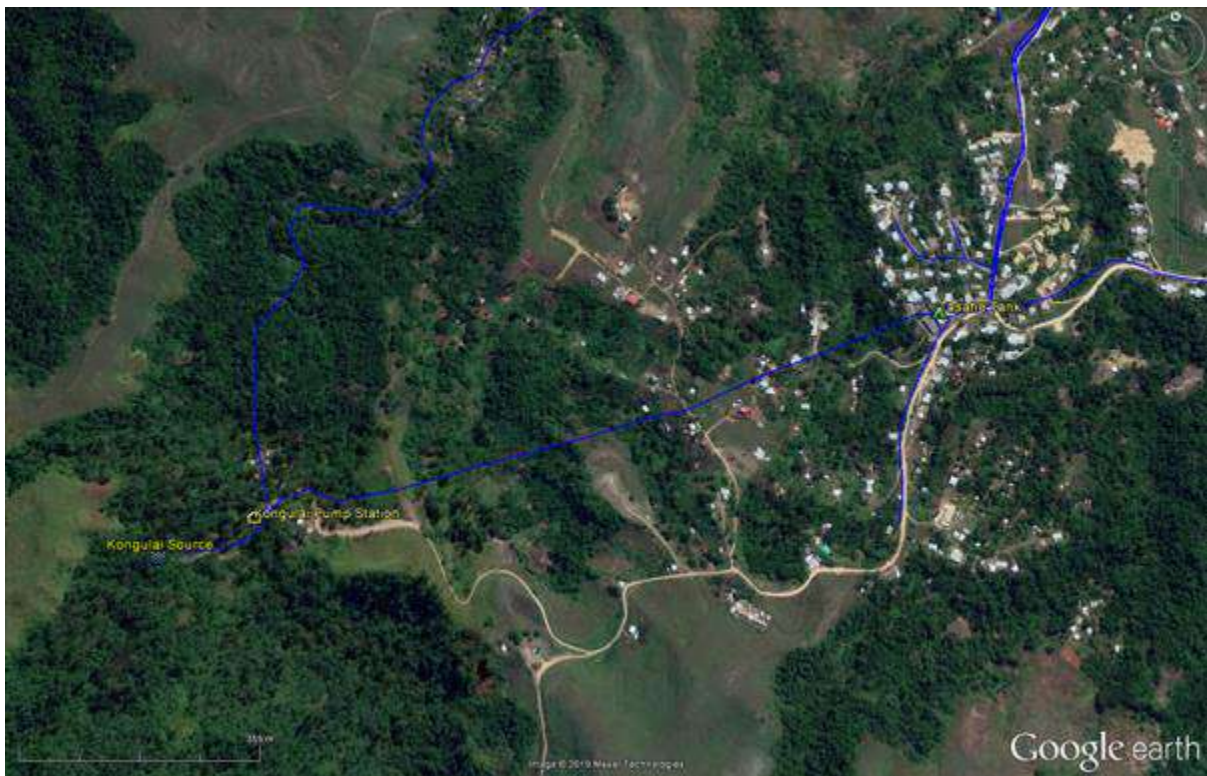


Figure 3 Location of proposed WTP in Kongulæ

7. Households from seven residential houses will be relocated from the proposed WTP site to new houses in the resettlement site, plus one household, where the resident has chosen to be cash compensated at replacement value. Compensation will be paid to those with affected local gardens, fruit trees and crops in the vicinity of the proposed project site. Compensation and lease rights have in most part been completed through negotiated agreement between SW and the affected parties. Outstanding are agreements with the estate of [REDACTED] where SIG has nominated an administrator

for the estate through the Registrar of titles. The land lease agreements have followed the related process as described under the Land and Titles Act (LTA) and ADB's Safeguard Policy Statement: *Safeguard Requirements 2 - Involuntary Resettlement for negotiated agreements* (SPS 2009). The Entitlement Matrix in Section 7 shows how affected persons (APs) will be compensated when their structures, trees, crops, or access are impacted on by the project.

8. SW has prepared, and will finalize and finance, a detailed budget incorporating all costs related to: (i) consultations and negotiations, (ii) cash compensations, and (iii) any related costs of land acquisition, access and right of way (ROW) requirements. A schedule for all items related to RP implementation is included in the RP (see Section 9)

9. SW will endorse and publicly disclose the RP, disseminating relevant information to APs and stakeholders about the process and their entitlements. APs have been consulted on several occasions in the past and MOUs have been agreed and executed. Further consultations are planned prior to construction and during project implementation. A Grievance Redress Mechanism (GRM) has been established to address grievances at all levels. The GRM process is detailed in Section 5.

10. SW will finalize and implement the RP prior to tender award to ensure that APs receive compensation before the start of civil works affecting structures and livelihoods. SW has a focal person for land issues working within the PMU, and has recruited an international social safeguards and gender specialist. The PMU will coordinate with the Ministry of Lands, Housing and Survey (MOLHS), Ministry of Agriculture and Livestock (MoA&L), Honiara City Council, local provincial government and other relevant agencies to support the safeguards work. Implementation and impact of the RP will be monitored by SW and monitoring reports will be submitted on an agreed timeframe to the EA, ADB, and World Bank.

2. SCOPE OF LAND ACQUISITION AND RESETTLEMENT

11. The project is to upgrade the existing infrastructure at Kongulai spring water supply with added capacity for providing clean and treated water to enable continuous supply from this source 365 days per year. The total area required for the water treatment plant (including pump stations, pipelines and storage tank) is approximately 1.49 hectares while the resettlement land is approximately 0.28 hectare. Land acquisition and relocation of eight houses are required and 41 APs will be displaced and relocated. An inventory of losses can be found in Annex 1(c) and 1(d).

12. The existing pipeline (rising main) is located outside of the existing SIG leased area so a new rising main will be constructed in the leased area. There are three houses identified as constructed in the leased area. In these areas the design has diverted from the leased pipeline area and these houses will be avoided by the pipeline design. No physical displacement of APs is envisaged. In one location, a single pig pen that is constructed in the leased area will be required to be relocated. This cannot be avoided by the design and the agreement for this relocation is shown in Annex 2(a). Easement will be required in the three pipeline sections where diversions are required, to avoid houses and where the pipeline leaves the existing leased area. Furthermore, APs will need to be compensated for the loss of minor incomplete structures, crops, and fruit trees along the new pipeline. An inventory of losses can be found in Annex 2(c).

13. Construction approaches will typically involve land clearing, leveling and compaction of the site for the filtration system, reservoir tanks, pump stations and other associated infrastructure to be installed as part of this project. As well as this, machine and manual trenching of approximately 1.65km will be required for the new water mains. The trench width and depth is approximately 800mm wide by 1200mm deep.

14. The appointed contractor will negotiate agreements with local landowners, for access and temporary usage of private property (for borrow pits, wastes, stockpiles, and laydown areas), in accordance with Solomon Islands land law. Tender documents will include provisions that require contractors to prepare a Contractor's Environmental Management Plan (CEMP) prior to the start of construction activities, which must identify any sites planned for temporary usage. The PMU will

review and approve the CEMP prior to site mobilization, and monitoring will ensure that temporary land access agreements have been fairly negotiated. Any such agreement for temporary land use must be based on informed consent and the power of choice, as outlined in OP 4.12 (World Bank). Land used for temporary purposes during construction must be returned to the owner in its original or better state at the completion of the project. An explanation of the GRM will be included in agreements, so that a person can make a complaint if they believe they have not been treated fairly. SW PMU will provide oversight, and only become involved if there is a problem. During construction, the appointed contractor has no right or possession of any land except for those parts identified as part of the project site. On the project site a preconstruction assessment will be made by the contractor in order to have a base line of existing conditions prior to work start. No additional land outside the project area is envisaged as required for the works however the methodologies and therefore any additional land required to undertake their nominated methods are at the sole responsibility of the contractor. Any damages caused by SW's contractor will be remedied by them as part of the project.

15. The following principles will guide the project in terms of minimizing impacts on people and their assets, during the land acquisition and establishment of rights of way (ROW).

- SW will continue to carry out consultations prior to construction and during implementation and will address any issues that arise as part of the GRM process for affected people (AP).
- Compensation for loss of crops, fruit trees and other economically important plants and vegetables have been assessed and follow the current rates for compensation provided by the relevant Ministry⁴.
- Vulnerable people and groups will be fairly treated and the absence of any formal land title will not be a bar to compensation and assistance.
- Payments for compensation and on any negotiated settlements will be made in advance, prior to mobilization and start of works on site.
- Relevant impacts including unforeseen losses and damages that may occur during civil works will be monitored and remedial steps taken as required.

16. The project area, as shown in figure 4 below, covers five different land parcels in addition to the existing pump station area which is leased by the Commissioner of Lands (CoL) through an agreement with the five Kongulai tribal area trustees. In all cases the affected land is less than 10% of the total land holding of the respective perpetual estate title holders.

17. The existing Kongulai Spring Pump Station Site was selected as the local landowners had been actively liaising with Solomon Water to make additional land available, including resettlement of existing households to cater for the construction of the Plant. A land area of 14,882 m² is to be put aside for the expanded WTP, and 1500m² for resettlement housing has been negotiated with the landowners.⁵ The total land area for the project (including roads and resettlement site) will be 17,352m². While the sellers of the land had a meaningful choice to refuse any sale, they were, in fact, actively looking to sell land, and happy that SW wanted to buy the land. The absentee owner (perpetual title holder) of the resettlement site who resides in New Zealand, negotiated the sale for market valuation. The site was vacant, so no persons were displaced. No one else has rights to that parcel of land, so there were no social impacts.

⁴ Ministry of Agriculture and Livestock; Ministry of Forestry and Research

⁵ The RAP/LARP contains a list of consultations undertaken with landowners, in Annex 4.



Figure 4 Water Treatment Plant Area Parcels Map

18. A copy of the contract for the sale of land between SW and [REDACTED], can be found in Annex 1(b) of the RAP/LARP, confirming that the land is sold by one owner, free of encumbrances with vacant possession. The title, as well as Figures 4 and 5 (maps of the escarpment area) show the land is vacant, where new houses are proposed to be built. The current land users of the WTP site are one extended family, who have only squatters' rights and are living on land that is in Perpetual Estate tenure with one of the paramount leaders of the area.

19. Table 1 below shows the different areas with the perpetual title holders.

Table 1 WTP Land Title Holders

Parcel Identification	Perpetual Title Holders	WTP Area
191-073-04	[REDACTED]	10,669.95 m ²
191-066-138/149	[REDACTED]	992.73 m ²
191-071-040	[REDACTED]	671.51 m ²
191-074-040	[REDACTED]	1898.23 m ²
191-074-042	[REDACTED]	649.19 m ²
	TOTAL	14,881.61 m²

20. Following consultations and negotiations, a landowners' agreement has been reached to secure the land required for the WTP through a 50 year lease agreement. The parcels required are as shown in figure 4 The payment mechanism in the lease agreements is for an upfront lease premium payment, followed by annual rental payment. The agreed details are set out in Annex 1 (a).

21. Land acquisition for an area neighboring the water treatment plant, to be used for the resettlement of 41 residents from eight houses, is being finalised. The relocated households will be within 100m of the existing houses (see Figure 5) to maintain proximity to existing unaffected garden land and hunting grounds. A proposed subdivision with a land purchase offer has been agreed to with the perpetual title holder, based on land use classification as per the sales agreement for Parcel 191-047-10 (attached in Annex 1 (b).) The displaced family of eight households (41 people) had formerly no legal land rights, but with resettlement to SW acquired land (in Perpetual Estate) they will be issued with a Fixed Term Estate title to the land, improving their status. SW after purchasing land from [REDACTED] (current owner of the resettlement land), will get PE title, then will further subdivide the parcel 191-074-10 to accommodate the access road, and the plots for the displaced family.

22. Resettlement agreements with details of agreed compensation payments can be found in Annex 7 of the RAP/LARP. Standard clauses in the agreements list the value of the new 2 or 3 bedrooomed house to be constructed; stipulate that SW will be responsible for the cost of providing water and power connection lines to the site; and that SW will meet the cost of transport hired for moving moveable items from the current settlement site to the new house sites, with cost estimates provided. The resettlement agreements also guarantee that SW will meet other associated relocation costs for works such as access track, septic tank, drainage, and building platforms. One member of the family has chosen to be compensated for her house in order to relocate elsewhere, (see Annex 1(d)) so only seven new houses are being built on the resettlement land. Arrangements are being made with the CoL, (at the request of the whole family), to issue title in the name of the father and eldest son, as is customary, and in order to maintain a culturally acceptable concept of 'communal' ownership, where elders hold the title in trust for the wider family. SW will then arrange for the land to be surveyed and subdivided. SW will arrange with CoL to give FTE leases to the resettled family. The Guadalcanal Planning and Development Board's approval will be sought as the area is under their jurisdiction.

23. An estimate of the type and number of trees, root crops and other economically important plants and vegetables within the project site has been made on site by both SW and the garden

owners. The inventory of losses and individual MOUs have been prepared and subsequently executed with payment being completed. These are presented in Annex 1 (c).

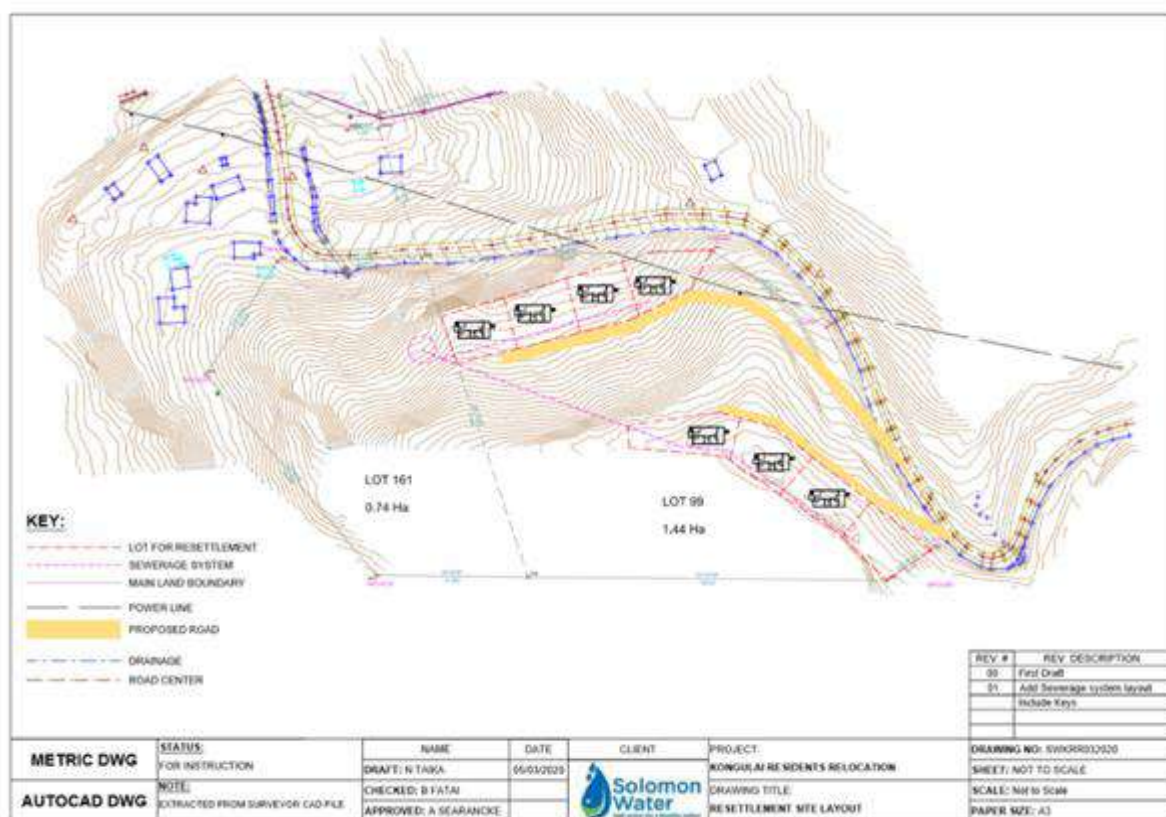


Figure 5: The location of the new houses including new road construction

3. SOCIOECONOMIC INFORMATION AND PROFILE

3.1 Population

24. The population of Solomon Islands in 2020 was estimated to be 691,619⁶ with an annual growth rate of 2.0%. According to the 2009 census, the sex ratio is 1.05 males to females, the median age is 19.8 years, life expectancy averages 74.2 years and population density is 17 persons per square kilometre. As noted earlier, the growth rate of Honiara is higher than this, at 4.7% annually, and it also has a high proportion of young people, with 32% of the population younger than 15 years (NSO).

25. Honiara serves as the main administrative, educational and economic centre for the Solomon Islands where all SI Government ministries are. In 2020, (based on the 2009 census), it had a projected population of 90,441 (SIG, NSO) with an average density of 2,953 people per square kilometre. This is equivalent to approximately 13% of the total population in the country.

3.2 Land use

26. Many of Honiara residents live in informal settlements. Basic services such as water,

⁶ SIG, National Statistics Office (NSO). Figures projected from 2009 census.

sanitation, power and rubbish collection are lacking in informal settlements. The growth of these settlements can be attributed to natural population growth, rural to urban migration for jobs, schools and access to services, a lack of affordable housing, and a scarcity of suitable development land for low- and middle-income earners (UN Habitat, 2012).

27. Honiara has a land area of 22.73 km². By 2012, 65% of the city's developable land was already fully developed, 1.5% was held by private developers, and 13.5% occupied by informal settlements (UN-Habitat. 2012). Today, commercial developments have continued on the narrow coastal strip of land with more industrial developments towards the east. More commercial building constructions are ongoing in the Chinatown area and further to the Panatina area. Informal settlements also continue to grow, but provision of essential services remains inadequate.

28. The WTP is in Tandai Ward 1, Guadalcanal Province, in the peri urban area of greater Honiara. This ward has a population, based on the 2009 census report, of 14,995 people in an area of 473km². The total WTP project area is approximately 17,043.36m² which includes the resettlement area. The total area is primarily residential with farming of crops and fruit trees.

3.3 Economy

29. Honiara is the economic, commercial and administrative centre of Solomon Islands. The economic base is dominated by the services sector, including wholesale businesses, retail stores, banks, tourism, restaurants, and hotels. Domestic food consumption is supplied by several markets such as the Honiara Central Market. Vendors from the five surrounding provinces (Central, Western, Guadalcanal, Tulagi, Malaita, and Isabel) sell fish in the central market with fish sales estimated at over SBD10,677,000 per annum

30. Income in the Kongulai area comes mainly from farming and through informal employment. One resident works for SW, and others are casual labourers, mainly carpenters. Most households have a few chickens for home consumption. Agricultural crops include cassava, potatoes, cabbage, bananas, and tomatoes which are grown for household food, and the surplus sold in Honiara markets, usually Tasahe, Ngossi, White River or the central market. There is one cocoa plantation in the project area, owned by [REDACTED] family. The family normally sell wet bean during the harvest seasons. The plantation, however, will be removed during clearing for construction of the WTP. SW will ensure compensation at replacement and market value, and income restoration.

31. Households obtain an average income of between SBD \$200 to \$500 weekly. According to the project social survey, the sources of income in the Kongulai spring community are: 27% wages; 64% from marketing of garden produce (including betel nut); and 9% from cocoa.⁷ Betel nut is becoming an important source of income. It is generally collected and bagged for market by women and children. The price fluctuates between SBD500-1000 for a 20kg bag. This source of cash income is controlled by women who use the money to meet the food and basic needs of the family.

32. The local economy may benefit from short term employment in the project construction. The workforce for the WTP will be between 8-10 persons. Building of houses will employ 4-6 persons, particularly those with carpentry skills. The road upgrade construction will employ 3-4 persons, including a grader driver. The laying of the pipeline from the Kongulai WTP to Tasahe Reservoir will employ 8-10 people, including an excavator driver, welder and crane driver, plus other associated staff. Where appropriate personnel will be locally sourced, with skilled contractors engaged from Honiara.

3.4 Transport, communication and energy

⁷ Initial Environment Examination, 31 March 2020, p.50 (Honiara City Urban Water Supply Subproject: Kongulai Water Treatment Plant and Pipeline Project)

33. The city is served by Honiara International Airport and the seaport of Point Cruz, and lies along the Kukum Highway. Road access to Kongulai is through Rove via Tasahe Road or White River. Land transport is vital to people in the project area, but there are no bus services, only taxis and private vehicles. People in the area normally walk to White River or Rove to catch a bus or taxi. The project neighborhood and wider area are well serviced by both Telecom and B-mobile Services.

34. In general households in the greater project area do not have access to grid supplied electricity. In the project neighborhood electricity is sourced via an informal connection to the pump station supply. The project survey indicated that five households in Kongulai 2 (approximately 1.5km downstream from the WTP site) use home solar. Households further north near the coastline in the White River area have access to town supplied mains electricity.

3.5. Health and education

35. In Honiara generally, although SW has done much to improve the situation, water supplies are threatened by over-pumping, land use activities and inappropriate sanitation facilities. The majority of households' main water supply comes from the Kongulai stream. However, rainwater is used for drinking and the river is used for washing and cooking. The residents around Kongulai have access to only one of the SW community standpipe connections as per the current Kongulai lease agreement between COL and SIG. The Project's initial environmental survey found the water quality was alkaline because of the limestone source, turbid on occasions during rainfall events, and contaminated with faecal material from either animal or human faecal material. There is no improved sanitation. All households in the project neighborhood practice open defecation and use the bush or the river for sanitation. The need for women, girls and boys to walk distances to go to the toilet or collect water, sometimes after dark, puts them at risk of harassment, sexual assault and even rape⁸, given the high rates of physical and sexual violence in Solomon Islands.⁹

36. The majority of the people in the area have access to basic health care and education. The closest schools are Tasahe Primary School, Tanaghai Community High school and White River Community High School. People travel to Rove health centre or the National Referral Hospital (NRH) for medical attention. Others who have access to more cash or are covered under company health initiatives see private doctors in Honiara town. Malaria and tuberculosis are the major public health concerns in Solomon Islands, along with sexually transmitted infections, acute respiratory tract infections, diarrhoea, viral hepatitis, dengue fever, and measles (MOHMS, 2017)

3.6 Social organisation

37. The project neighborhood comprises of people from Guadalcanal island. Further to the south and west are other clan/tribal units of Guadalcanal which are outside the project neighborhood. The closest groups to the WTP site are the Tandai tribes.

38. There is a strong sense of communal affiliation in the project neighborhood, and people respect the local elder / chief, [REDACTED]. All the households in the area are Roman Catholics by religion, although there are no church buildings in the area. People travel to Kakabona and other locations in Honiara to attend services or meet other church members. Women and young people generally belong to a church-based group or association.

3.7 Community Profile

⁸ House, Sarah (2013), '*Gender Based Violence and Sanitation, Hygiene and Water*'. Published on the Community-Led Total Sanitation website (<http://www.communityledtotalsanitation.org>).

⁹ A 2009 study found that 64% of ever partnered women (aged 15-49) reported physical and/or sexual violence in the last 12 months. Secretariat of the Pacific Community (2009) '*Solomon Islands Family Health and Safety Study: a Study of Violence Against Women and Children*'. Report prepared for DFAT

39. Since the project site is located within the Guadalcanal Province, it is the Planning and Development Board of the Guadalcanal Provincial Government, which is responsible for providing planning permission for the development. The project will take place within the existing Kongulai spring water supply area which has a current lease, and with additional land required for installation of the WTP. The landowners have agreed in principle to provide the necessary land, after consultations with SW.

40. The project neighborhood covers households within a radius of 20m from the project location. They might not necessarily be direct beneficiaries of the project, but are likely to be affected by the project activities, mainly from relocation, limited use of the river during construction, restricted access, increased noise and dust. Although the majority of residents benefit from services associated with the city amenities such as, schools, health facilities, transport, roads, and communication and, are therefore better off than rural communities, many are still relatively poor. In Solomon Islands generally, 23% of the population is below the poverty line; 16% have not attended school, 56.9% have only primary education; 19% have been to secondary school; and the under-5 years mortality rate is 31 deaths per 1000 live births. The per capita income is one of the lowest in the region. This project will reduce poverty in an indirect manner by improving local housing through the resettlement plan, promoting an enabling environment for service provision, providing livelihoods opportunities, and reducing inequities in the distribution of services.

41. The survey of the eight household in Kongulai village indicates a total of forty one people. There are more females than males and there are many young people. The affected household/family details are shown in Table 2 below. The summary of affected people, land, and non-land assets is detailed in Annex 3.

Table 2 Affected Household

Land Title	Affected Household/users	Number of Affected Persons	Impact	Livelihoods
191-073-4	[REDACTED]	11 (3 male adults, 1 male child*, 3 female adults, 4 female children)	Loss of HH structure and land; Loss of crops	Farming/casual work
191-073-4	[REDACTED]	1 (1 male adult)	As above	Student
191-073-4	[REDACTED]	7 (3 adult males, 2 female adult, 2 female children)	As above	Farming/casual work
191-073-4	[REDACTED]	1 (1 female adult)	As above	Student
191-073-4	[REDACTED]	5 (1 male adult, 1 female adult, 3 female children)	As above	Farming
191-073-4	[REDACTED]	4 (1 male adult, 1 adult female, 1 male child, 1 female child)	As above	Employee of Solomon Water
191-074-40/42	[REDACTED]	12 (2 male adults, 3 male children, 3 female adults, 4 female children)	As above	Farming and rent out one house at another location
TOTAL – Affected households 8 (APs 41: 20 males, 21 females).				
<i>* NB Child = less than 12 years old</i>				

4. INFORMATION DISCLOSURE, CONSULTATION AND PARTICIPATION

42. Consultations with all stakeholders and potentially affected persons have commenced, initiated by Solomon Water. The first community consultation and meeting were held on 30th April 2019 at Kongulai Village with local chief, [REDACTED] and his son [REDACTED], to brief them on the proposed project. The meeting centered on disclosing information about the proposed water treatment project, to discuss and document the stakeholders' interest, roles and responsibilities including issues around land and social issues.

43. The second and third consultation meetings were held on 13th June 2019 and 7th August 2019, with [REDACTED] family and the SW team, and were centered around resettlement plans, the need for the subject site, the required area for the development facility and to request [REDACTED] family to organize a meeting with the land title holder on land issues.

44. On the 4th September, and 10th October 2019, two 'chupu' ceremonies were organized to show respect to the community in allowing their land to be accessible for geotechnical testing to be carried out by SW for the proposed project.

45. After this, several targeted consultations were held with APs. Attached as Annex 4(a) is the summary of these consultation and participation activities undertaken during the Project design stage. Notes from the meetings and attendance list can be found in Annexes 4(b).

46. On 8th March 2020 the first community consultation was done with the affected persons for the new pipeline at Tasahe. A summary of the minutes and the attendance list is also attached in Annex 4(c).

47. SW will continue holding consultations with the Kongulai Community and the land title holder for the purposes of formally securing the land for the proposed water treatment project.

5. GRIEVANCE REDRESS MECHANISM (GRM)

5.1. Purpose

48. The SW GRM process is designed to deal with grievances from the general public and affected persons, in relation to Solomon Water managed projects - at all stages of the project cycle. The mechanism allows for affected parties to make known grievances as they arise and aims to provide a predictable, transparent, and credible process to all parties, resulting in outcomes that are seen as fair, effective and lasting. This is to ensure accountability of the project authorities towards all APs and is applicable to all types of grievances including land acquisition, compensation, resettlement issues and social, gender, and environmental problems. The process will be disclosed to all landowners, land users and affected people, and is designed to be readily understood and accessed by all. To date, disclosure of the GRM process has been delivered in English and awareness made through community consultations, but documentation will be provided in Pidgin in future. Grievance redress will be gender responsive, accessible at the local level, and free of charge to the affected person.

49. The key functions of the GRM are to (i) record, categorize and prioritize the grievances (ii) settle the grievances in consultation with complainants(s) and stakeholders; (iii) inform the aggrieved parties about the solutions; and (iv) forward the unresolved cases to higher authorities.

50. Inward communication to Solomon Water will be filtered by the customer relations team, at the initial query stage as being either, project specific or general enquiries. All external project communications and sites have project identifiers and unique names that allow customers to identify the potential project. Project specific queries will be dealt with confidentially by the Community Liaison Officer, who makes a determination, as to the nature of the grievance and

whether it needs to be raised and passed on to the Project Manager. The GRM will be highlighted to all employees of the contractor, included in site induction. Where third party agreements are struct with groups or individuals, the GRM will be explained and the contact details of the Project Manager communicated. It will also be explained that this is in addition to their rights under Solomon Islands law, which is applicable in all senses.

5.2 Process

51. The SW GRM is a three-stage process used during any stage of the project cycle and ending when the grievance may be considered (by both parties), to have been resolved and closed off. The Project Manager will maintain a register (Grievance Log Annex 5(b)), and must fill a SW Grievance Monitoring Form for each complaint (see Annex 5(a)).

52. Outlined in Table 3 below is the procedure and stages for resolving grievances.

Table 3 Grievance Redress Procedure

Stage	Process
Stage 1	<ul style="list-style-type: none"> Any grievance should first be made known to the Solomon Water Project Team Manager (PM). This may initially be verbally; however, a monitoring form (the <i>SW Grievance Monitoring Form</i>) must be prepared and signed off by the party raising the grievance (or their intermediary/advocate). Support for filling in the form can be provided, to the aggrieved party by Solomon Water safeguards staff. Should the complaint be of a sensitive nature, such as sexual assault on an AP/PAP, any complainant may elect to speak to an identified Gender Focal Point (GFP), (rather than the PM), who will be trained in use of the GRM and appropriate management of such cases, including the need for strict confidentiality. All complainants will be assured of confidentiality, and the PM will ensure that monitoring forms and records are kept securely. On receipt of the <i>Grievance Monitoring Form</i>, the PTM will hold a meeting with the aggrieved party in an attempt to resolve the grievance within 5 working days of the grievance being raised. (Where there is urgency in terms of safety, damage to property or environment, then the complaint will be acted on urgently.) Following discussion of the grievance, it may either be resolved, or if the complainant is unsatisfied, it may need be escalated to Stage 2. At Stage 1 a <i>Grievance Outcome Form</i> should be prepared by the PTM confirming either that: <ul style="list-style-type: none"> the grievance has been resolved and the means of resolution / action taken the grievance has not been resolved, and outlining SW Project Team's position on the grievance. The <i>Stage 1 Grievance Outcome Form</i> should be signed by both parties and a copy provided to the party raising the grievance. The form should include next steps in the process, if they consider the issue not to be resolved.
Stage 2	<ul style="list-style-type: none"> The unresolved grievance should then be referred to the General Manager of Solomon Water. The General Manager will be provided with the <i>Stage 1 Grievance Outcome Form</i>, and a meeting arranged with the aggrieved party within 10 working days of issue of the form, to discuss and try and resolve the grievance. Complainants may choose to be represented and/or supported by the GFP in cases of a sensitive nature. Based on the discussion, the General Manager will issue a written decision (on a <i>Stage 2 Grievance Outcome Form</i>) confirming that either: <ul style="list-style-type: none"> the grievance has been resolved and the means of resolution; or the grievance has not been resolved and outlining Solomon Water General Manager's position on the grievance. The <i>Stage 2 Grievance Outcome form</i> should be signed by both parties and a copy provided to the party raising the grievance. This should include next steps in the process, if the issue is not resolved.
Stage 3	<ul style="list-style-type: none"> If the grievance is not resolved under Stage 2, it is then referred to a three-member Grievance Tribunal under stage 3 (with the permission of the complainant). The Tribunal is to be comprised of: (i) a member of the Board of SW (ii) the PS (or designate) of the MMERE (iii) an independent member jointly selected by GM SW and Board Chairman. All prior grievance reports will be made available to the Tribunal. A meeting with the aggrieved party shall be held within 10 working days of issue of the <i>Stage 2</i>

	<p><i>Grievance Outcome Form</i> (unless the complainant wishes to retain privacy and name suppression, in which case they may be represented by another person of their choice).</p> <ul style="list-style-type: none"> • Within 5 working days of the Tribunal meeting, a formal response will be issued to the aggrieved party, outlining the Tribunal's decision on the grievance raised. • The Tribunal's decision will be final, as far as the SW grievance process is concerned. If this is not accepted, the complainant still has the option of taking the grievance to the Solomon Islands judicial system.
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53. Whenever the grievance is resolved to the satisfaction of both parties, at whichever stage this is achieved, a written record of the agreement must be made and signed by both parties, and the resolution recorded in the Grievance Log. At any stage of the process, the complainant has the right to be represented by a third party at their own cost. Provisions can be made for persons who cannot read, have a learning disability, and/or need the written record provided in a language other than English. E.g. having it read to them, translated to a different language etc.

54. Neither the GRM nor its final decision affects the legal rights of the individual. Any complainant still has the legal right to take his/her grievance to the SI courts through the normal SI legal processes, should they disagree with the findings of the SW process.

55. Solomon Water is responsible for maintaining an accurate register of grievances, and the manner in which they are dealt with. This register and associated records, will remain confidential and their security is the responsibility of the PM. The Projects Team must hold a grievance review meeting at least once every six months to report on all grievances received and in process. Names of complainants should remain confidential.

56. A SW staff member or any other person may raise grievances on behalf of someone else, but there must be a contact available for correspondence and closure of the case. SW keeps private, the details of people raising grievances, the specific details of any settlements or compensation, which is held on a separate drive on their server, accessible only to executive staff. The files will be held securely and protected by passwords and other security methods. While staff will all be trained in the necessity for confidentiality, Solomon Water encourages the raising of grievances to any officer or contract staff, regardless of station, so that at times, some staff other than the PM will become aware of a grievance. However, the details should be passed on immediately to the PM, and should not be discussed with others.

57. Each stage of this process allows an appeal through escalation, and ultimately, if the plaintiff is still not satisfied, they will be advised that they have legal measures available to them.

58. A Grievance Log/Register must be maintained by the SW Projects Manager and an annual report provided to the GM of Solomon Water and ADB, identifying grievances raised (month and to date), grievances resolved (month and to date), and balance of grievances outstanding with specific actions pending. Key information to be included in the Grievance Log/Register, can be found in Annex 5(b) and includes the type of problem: land related, compensation contestation, construction (or noncompliance with standards or other problems), resettlement site issues, gender related problems and others. Information from the Grievance Log/Register, will be reported in the ADB/WB Semi-Annual Monitoring Safeguards Reports. It will be the responsibility of the PMU to ensure that the GRM is working as intended, and that the Contractor is responding to community concerns.

6. LEGAL FRAMEWORK

59. The Constitution of Solomon Islands recognizes customary rights to ancestral land of the indigenous population. Over 85% of land in Solomon Islands is under customary tenure, with the remainder considered "alienated" and is subject to registration under the Land and Titles Act, 1996 (LTA). Inheritance of customary land ownership or user rights differs with custom from

island to island. In Honiara and within provincial capital boundaries, land is owned by the state and held on behalf of the state by the Commissioner of Lands (COL). The LTA also addresses requirements for acquisition of land for public purposes, and the procedures and basis for compensation for land and any improvements thereto. The LTA also provides for purchase or lease of customary land by the Government through agreement. Specific provisions of the law protect the rights and interests of concerned groups and communities.

60. Land acquisition and compensation for the project will be guided by the processes described within the Land and Titles Act and ADB's Safeguard Policy Statement.

6.1 Land and Titles Act (Revised 1996)

61. The Land and Titles Act 1996 governs the government's temporary or permanent acquisition of both alienated and customary land through compulsory acquisition or negotiated agreement. Sections 60 through to 70 of the Act deal with purchase or lease of customary land; sections 71 through 85 of the Act deal with compulsory acquisition of land for public purposes. However, the project will not entail any purchase or lease of customary land nor compulsory acquisition of land. Land will be acquired by negotiated agreement.

62. Under section 60 through to 70 of the LTA, the COL or the Provincial Assembly appoints a land acquisition officer (LO) to act as his agent for the purpose of land purchase or lease. The officer demarcates the boundary on the ground or map and makes a written agreement with the landowners for the purchase or lease of the land required. The LO publishes a notice, holds a public hearing and records the determination of the claim. Any person who is aggrieved by the determination can lodge an appeal with the Magistrate Court within 3 months from the date of the determination. An agreement is then reached with respective landowners and it is implemented by the COL, including payment of the compensation, taking possession and vesting of the land, and registration of the land in the name of the acquiring entity.

63. When land is already owned by SIG and registered with the COL, the cadastral boundaries will have already been surveyed, although in some cases, the land may need resurveying to confirm boundary pegs, and ensure that the size of the land is accurately recorded and mapped. The negotiations between state entities will be facilitated and finalised by the LO responsible for land transfers in MLHS. Valuation work will be carried out to determine the premium and annual rental value to the landowners.

6.2 ADB's Resettlement Safeguard Policy

64. The ADB *Safeguard Policy Statement* (2009) on Involuntary Resettlement requires ADB-assisted projects to (i) avoid resettlement impacts wherever possible; (ii) minimize impacts by exploring project and design alternatives; (iii) enhance, or at least restore, the livelihoods of all DPs in real terms relative to pre-project levels; and (iv) improve the standards of living of the affected poor and other vulnerable groups. It covers both physical displacement and economic displacement.

65. The policy seeks to avoid, minimize, or mitigate adverse environmental and social impacts, including protecting the rights of those likely to be affected or marginalized by the development process. The key principles of the ADB safeguard policy on resettlement are as follows:

- Screen early the project's resettlement impacts and risks.
- Carry out meaningful consultations with and participation of DPs, inform all DPs of their entitlements and resettlement options. Pay particular attention to the needs of vulnerable groups. Establish a grievance redress mechanism.
- Improve, or at least restore, the livelihoods of all DPs through (i) land-based resettlement or cash compensation at replacement value, as relevant, (ii) prompt

replacement of assets, (iii) prompt compensation at full replacement cost, and (iv) additional revenues and services through benefit sharing schemes where possible.

- Provide DPs with needed assistance, including: (i) if there is relocation, secured tenure to relocation and, better housing; (ii) transitional support and development assistance; and (iii) civic infrastructure and community services, as required.
- Improve the standards of living of the displaced poor and other vulnerable groups to at least national minimum standards.
- Develop procedures in a transparent, consistent, and equitable manner if land acquisition is through negotiated settlement.
- Ensure that DPs without titles are eligible for resettlement assistance and compensation for loss of non-land assets.
- Prepare a RP elaborating on DPs' entitlements, income and livelihood restoration strategy and so on.
- Disclose a RP in an accessible place and a form and language(s) understandable to DPs and other stakeholders.
- Conceive and execute resettlement as part of a development project or program.
- Provide compensation and other entitlements before physical or economic displacement.
- Monitor and assess resettlement outcomes, their impacts on the standards of living of DPs. Disclose monitoring reports.

6.3. Identification of Gaps between ABD Safeguard Policy and SI Laws

66. Table 4 below describes and compares the Solomon Islands Law provisions on land acquisition and compensation with the ADB Safeguard Policy, identifies the gaps between the two provisions and addresses measures to fill the gap.

Table 4 Comparison of Solomon Islands Law and ADB and WB Safeguard Policies

Solomon Islands Law	ADB and WB Safeguard Policy Requirements	Gap Filling Measures
Limited consultation but only requires publication of notices	Broad based and meaningful discussion with all stakeholders and APs regardless of status. Project information has to be publicly disclosed (including acquisition process and compensation)	In accordance with WB OP/BP 4.12, the RP ensures displaced persons are informed about their options and rights, consulted and offered choices, and provided with acceptable alternatives and compensation. The RP to be disclosed on ADB's website and WB's InfoShop, made available for public perusal at SW and Provincial Gov. offices; Summary of RP to be made available in English and/or Pidgin to APs; Adequate consultations to be conducted and documented.
No taxes or deductions on compensation	All transaction costs associated with acquisition to be included in the compensation award. i.e. there should be no cost to APs	Compensation to be inclusive following the highest rates provided by relevant government ministries. Full costs of resettlement activities

Solomon Islands Law	ADB and WB Safeguard Policy Requirements	Gap Filling Measures
		are included in the total costs of the project. (WB ¹⁰)
Illegal settlers and APs are not compensated but are forced to move out	All non-titled APs regardless of legal status over land are compensated and assisted. Displaced persons may be one of three groups: (a) those who have formal legal rights to land; (b) those who do not have formal rights but have a claim to land or assets and (c) those who have no recognizable legal right or claim to land they are occupying (WB ¹¹)	All APs regardless of status will be entitled to compensation for existing structures or assets, loss of crops and fruit trees within the project site or ROW. Any assets erected in the ROW after the cut-off date identified during the consultation will be ineligible for compensation. (WB OP/BP 4.12)
Compensation is based on prescribed rates from relevant SIG ministries and not market value	Compensation for land, assets and infrastructure including lost trees and crops shall be paid based on government schedules adjusted where necessary for market rates and full replacement value. (WB ¹²)	The highest rates offered by the relevant SIG ministry will be used as the starting point for estimating the value of lost assets, properties and crops. An MOU will be signed and agreed to with the APs.
Lost income or livelihood as a result of land acquisition, is not compensated	Lost income and livelihoods to be improved where possible or at least restored to pre-project conditions	Additional measures required to ensure that APs' livelihoods are restored and any impacts from lost income are mitigated, as per ADB and WB policies.
No differentiation on the severity of impacts	Impacts are categorized according to the level and severity of project impacts (WB OP 4.12, para 3(a) and 3(b))	Impacts on APs to follow ADB and WB categories and appropriate measures and reports followed to adhere to ADB and WB policy ¹³ .
No reports or resettlement plans required.	Requires all plans and reports are prepared and submitted for approval and disclosure. ADB and WB Resettlement Plans include scope of project, potential impacts, objectives, socio-economic studies (including vulnerable people), legal & institutional framework, eligibility, valuation of and compensation for losses, entitlements, livelihood restoration measures, implementation arrangements, GRM, monitoring and budget. ¹⁴	RP will be prepared. The assessment and planning will be based on level of significance of impacts.

¹⁰ The World Bank, 2004, Involuntary Resettlement Sourcebook, Planning and Implementation in Development Projects, p.377

¹¹ Ibid, p375

¹² Ibid, Appendix 1, p.374, para 12

¹³ Ibid, Appendix 1, p 371, para 2(c)

¹⁴ World Bank OP 4.12

7. ENTITLEMENTS, ASSISTANCE AND BENEFITS

7.1 Entitlements

67. There will be relocation of 41 affected persons (APs) but minimal potential loss of income is expected from this project.

68. The project involves land requirements to build the new infrastructure including access, staging/laydown areas and new pipeline to the Tasahe tanks. Apart from land currently negotiated with the land owners, and the existing pipeline easement leased by the Commissioner of Lands on behalf of the Solomon Islands Government, the contractor will be expected to negotiate temporary access when required. The land agreed for lease is generally considered sufficient for construction purposes. However, it is the contractor's decision as to the exact methods undertaken. These decisions may lead to additional requirements. Negotiated agreements between the project and land owners have taken account of the need for land requirements over the project life (construction and operation) and any ongoing maintenance or caretaking services that may be required.

69. The affected persons eligible to receive compensation via this RP are individuals of the project neighborhood who have cultivated the areas that are likely to be affected by construction or operation of the infrastructure works, regardless of whether they have legal title to the affected land or assets.

70. Criteria considered in arriving at a fair and reasonable compensation involves:

- Value of improvements
- Compensation for trees and crops regardless of maturity based on the highest rate as stipulated in the Ministry of Agriculture and Livestock
- Damage from severance and disturbance

71. The project will follow eligibility and harmonized SIG and ADB policy based entitlement matrix for all types of losses resulting from land. Table 5 below summarises the Entitlement Matrix.

Table 5 Entitlement Matrix

Type of Impact/Loss	Persons Entitled	Compensation / Entitlement	Responsibility and Parties
Alienated land required for project construction (permanent use)	Registered owners with title (PE or FTE).	Negotiated agreement with AP for lease of land or outright purchase - based on existing market price plus transaction costs.	SW and perpetual title holders
Loss of access (permanent)	Affected persons regardless of legal status	Affected person to be resettled on land of equivalent size where loss is permanent - or cash compensation at replacement cost or existing market prices.	SW and affected persons
Temporary loss of alienated or customary land due to temporary occupation by the project	Landowners and users	Where temporary land use or access is required by the project for construction of pipeline, the Contractor will negotiate rent directly, through written agreement with the landowner/ lease-holder and land will be returned to the landowners after rehabilitation to original or better condition. Compensation at full replacement cost for damages within land used for project.	Contractor
Loss of Structures / houses on land required for project construction	Owner of structure regardless of legal status	Construction of a replacement house of a better quality. Ensure relocation land is equivalent or improved in terms of proximity to livelihood sources. Cash compensation at full replacement value without deduction for salvaged materials and relocation assistance	SW and affected persons
Loss of crops and trees (gardens, fruit and productive trees, perennials). Loss of income from crops and trees	All APs owning crops and trees, regardless of legal status. Those earning income through gardening.	Cash compensation at replacement cost/current market price as determined by Ministry of Agriculture & Livestock (MoA&L) rate for crops or productive plants/trees. Provision of 14 days' notice to harvest standing seasonal crops. If harvest is not possible, cash compensation for crops (or share of crops) equivalent to prevailing market price. Cash compensation for perennial crops and fruit bearing trees based on income (annual net product market value) multiplied by the number of productive years.	SW and affected persons
Loss of Income	All APs irrespective of legal status	Compensation assistance for any loss of source of income	SW and Affected persons

Temporary disruption in water supply service	Honiara residents/ business houses	Maximise other Honiara sources as primary supply during shut down.	SW
Damage to water supply connections during work	Honiara residents/ business houses	Immediate replacement and restoration of connection	SW
Unidentified losses and impacts	APs	Address through the Grievance Redress Mechanism	SW through consultation with donors and SIG partners.

7.2 Cut off dates for eligibility

72. The formal notification to the affected persons for the WTP site was 4th February 2020 and the pipeline route was 27th March 2020 respectively and will serve as the cut-off dates for eligibility. Those not identified and whose assets are not part of the inventory of losses, and did not exist before the prescribed cut off period indicated by the formal notification, will not be eligible for compensation.

7.3 Compensation Procedure

73. Agreement on the manner of compensation has been negotiated with all APs with the exception of the administrator of the deceased estate (██████████). Final MOUs/agreements for land, for crops and fruit trees are in Annex 1(c), 2(b) and 2(c) and have been agreed to, and signed. Cash compensation has been made, allowing immediate start of works on the ground. All assets with the exception of houses had to be removed and crops harvested immediately prior to compensation.

7.4 Relocation of housing and settlement

74. Based on the WTP design footprint and survey of the affected area, SW has confirmed that there are eight existing houses to be relocated. The existing house construction ranges from permanent materials to bush materials and also from complete to incomplete houses. Annex 7 provides a brief summary describing the eight houses. In the vicinity of the required site there are also existing graves which are an important cultural site. These are outside of the boundary area required for the WTP. This site will not be disturbed and SW will ensure permanent and adequate access to the grave site for those visiting.

75. SW have agreed with the DPs to build seven (7) new houses on an adjacent parcel of land some 100m from the existing housing area. This parcel of land will be purchased outright by SW. The eighth house owner has opted to be self-relocated and the equivalent cash compensation of replacement value will be paid. A map of the resettlement site and draft MOUs for resettlement are included in Annex 7. Along the new pipeline route there is no relocation expected with the exception of one pig pen.

76. The lease agreement for the resettlement site for the seven new houses will be in favor of two representatives of the DP's / family, namely (██████████) and his eldest son (██████████). This is as per the request of the family and follows recognized cultural conventions for land ownership in the project area. A minimum parcel of 400m² per house has been set aside for the new houses with the total area for the site including access being 3200m².

77. The resettlement agreement to be entered into with DPs will also provide time for the house owners to remove all removable structures at the existing houses. Any materials left beyond the

stipulated time of 2 weeks will become the property of SW for their disposal.

8. INCOME RESTORATION AND REHABILITATION

78. The survey of losses undertaken by SW, identified that the main source of income for affected people, is through the sale of vegetables, root crops and fruit from their gardens as indicated in the Entitlement Matrix (Table 5). The survey also indicated that the main source income will not be significantly affected as the majority of their gardens are not affected. No household will lose more than 10% of their income. In the case of mature perennial crops and trees, the compensation will also include loss of income for the period until new crops or trees produce an equivalent income. So for the root crops and fruit trees this will be compensated as straight forward cash compensation to affected parties governed by the MOU and based on agreed rates negotiated or provided for by the relevant government ministry, such as the Ministry of Agriculture and Livestock. Compensation and assistance to APs must be provided prior to the start of civil works on site.

79. APs will be given at least 14 days advance notice, followed by a reminder, a week before construction, and again, a day before actual works on site begin, to ensure no disruption during construction. Preferential employment is not an obligation but the contractor is encouraged to use local sub-contractors and labour to participate in project related works.

9. RESETTLEMENT BUDGET AND FINANCIAL PLAN

80. A detailed budget to address compensation and entitlements is being finalized and will be financed by Solomon Water. The budget does not cover other activities relating to surveys, consultations, travel and accommodations and costs associated with resumption of the project area as these are captured as operational costs and are part of ongoing costs pre- and post-project implementation.

81. A budget estimate for compensation is provided in Table 6 below:

Table 5 Resettlement Budget

Item	Comments	Amount	
		SBD	≈USD
Land Acquisition Water Treatment Plant Site	Premium & Rent		
	Parcel 191-074-4	1,030,000.00	
	Parcel 191-066-139/140	95,434.44	
	Parcel 191-071-004	64,554.49	
	Parcel 191-074-040	182,483.18	
Resettlement Site	Parcel 191-074-042	62,408.80	
	Outright Purchase		
	Parcel 191-074-010	1,560,000.00	
	TOTAL	2,994,880.91	362,082.90
8 no. Residential house / structures	Includes utilities, road access etc.	3,940,200.00	476,372.70
Compensation for lost trees and fruits and crops ¹⁵	250 of 19 varieties of crops and fruit trees	30,000.00	3,627.00

¹⁵ Compensation for lost trees (estimated on basis of average value of mixed trees of different species and sizes per ha).

Ministry of Forestry uses the following rates: (i) SBD800/m³ x 3 m³ x 20 trees per ha = SBD48,000; (ii) SBD200/sapling x 100 saplings per ha = SBD20,000. Per ha compensation = SBD68,000

Item	Comments	Amount	
		SBD	≈USD
New pipeline – Kongulai to Tasahe Tank	Land easement, pig pen relocation, structures and crop/fruit tree compensation	220,000.00	26,598.14
Compensation for cultural claims / crop productive value	Loss of income	358,310.00	43,319.90
Transaction costs	Lawyer and land administration costs	453,736.00	54,865.95
Total cost		7,997,126.91	966,866.59

NB; Forecast land rent charges over 50 years are SBD 3.5M

10. INSTITUTIONAL ARRANGEMENTS

82. SW will be the implementing agency, responsible for overall administration of the project. All responsibilities for compensation will be held by SW guided by the relevant government ministry such as MoA&L. SW will be responsible for all consultations and negotiations in determining costs and in executing them in accordance with the guidelines and procedures set out in this RP. Whilst construction will be contracted out, and construction contractors will have greatest exposure to the general public during construction, they will be bound by the relevant conditions defined in the MOUs and this RP.

83. SW will implement the project through the PMU. The PMU will assign a Project Manager (PM) responsible for the overall implementation of the project. The PM will be assisted by safeguard specialists and a lands specialist to address social safeguard activities. The project manager will ensure that all relevant safeguard plans are implemented so as to meet their intended requirements. The PM, assisted by safeguard and lands specialists will undertake the following activities to fulfil SW's role:

- Update the RP according to the safeguard policies of ADB and the government, should circumstances require. (This is unlikely to be needed)
- Undertake adequate consultations with and dissemination of relevant information to APs, including public disclosure of draft and final safeguard plans
- Ensure that designers and contractors take into account safeguard issues and try to avoid or minimize social impacts through appropriate design
- Address any project-related grievances of APs and facilitate in resolving disputes
- Undertake ongoing public consultation to inform APs of the scope and schedule of the project activities, including access rights and compensation activities
- Following the award of the civil works contract, the safeguard team will arrange a briefing to the contractors to raise their awareness on safeguard requirements
- Ensure that land acquisition and compensation activities are completed prior to start of the construction activities
- Undertake regular monitoring and reporting on implementation progress on safeguards activities

Food crop compensation is based on Government Crop Compensation Calculation Schedule B, Ministry of Agriculture and Livestock

11. IMPLEMENTATION SCHEDULE

84. The actual construction work on the ground will be carried out over a period of 18 months. The preliminary designs and documentation have been done and detailed design and tender documentation are in progress. Tenders for the construction will go out to market when all documents have been completed. Award of contract is likely to towards the end of June 2020 with contractor and mobilisation to occur at least a month later.

85. Compensation for impacts on APs will be provided prior to the mobilisation of the contractor. MOUs have to be negotiated and finalized with any of the affected parties or APs before this time.

12. MONITORING AND REPORTING

86. Implementation and monitoring of the resettlement activities will be carried out by SW/PMU. The scope of monitoring includes: (i) compliance with the agreed policies and procedures for land acquisition; (ii) prompt approval, allocation and disbursements of funds and payment to APs; and (iii) remedial actions, as required.

87. When opportunities arise, SW/PMU staff will be given training in resettlement issues and social survey methods.

88. SW/PMU will inform relevant partners and ADB on the project's social safeguard aspects through its progress/monitoring reports. Semi-annual safeguard monitoring reports will be submitted by to ADB. The evaluation of impact of the RP will be undertaken as part of the monitoring and evaluation process.

13. ANNEXES

Annex 1(a): Memorandum and Lease Agreements for WTP Site Parcels

MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT

This MEMORANDUM OF UNDERSTANDING (MOU) is made the 17th day
of April 2020

A. PARTIES TO THE MOU

Solomon Islands Water Authority (SIWA) trading as Solomon Water (SW), of P.
O. Box 1407, Honiara, Solomon Islands (the Lessee) of the one part

AND

[REDACTED] of Kakabona, North West Guadalcanal,
Guadalcanal Province (the Lessor) of the other part

B. WHEREAS:

1. The Solomon Islands Water Authority has the relevant intention to enter into respect agreements with [REDACTED] for acquiring and leasing portion of Land as shown on the Plan attached as Schedule "A" to this MOU
2. The Land intended for lease from [REDACTED] measures 671-51m2 as depicted on the attached Schedule "A" as PLOT A and PLOT H.
3. Solomon Water has agreed to lease from [REDACTED] on the terms and conditions therein set out in the respective agreements.

IT IS AGREED that in consideration of the premises, terms, covenants and stipulations herein contained, the Parties hereto hereby agree with each other as follows:

C. PURPOSE

4. The purpose of this MOU is to have an understanding between the parties herein that the signing of documents with incomplete Parcel numbers are documents for registration and are based on the anticipation that after the survey and mutation process of the portions of Land shown on the Plan attached as SCHEDULE "A", as PLOT A and PLOT H, the right and legal parcel number would then be inserted on the space provided in all the documents where thereafter SIWA will lodge the documents for registration purposes.
5. For avoidance of doubt, the parties herein are certain of their rights and obligations under the respective agreements.

IN WITNESS WHEREOF the Parties have executed this MOU on the day and year first hereinbefore written.

[Handwritten signatures and initials]

The Common Seal of Solomon Islands
Water Authority (Trading as Solomon Water)
Was affixed hereto in the
Presence of:



) Chairman:



) General Manager:





) 
) 

In the presence


(Signature of Witness)

STANLEY TETEHA
Name of Witness

BEIHEL LAW FIRM
P.O. BOX 2401
HONIARA, SOLOMON ISLANDS
BARNABAS UPWE
BARRISTER & SOLICITOR
COMMISSION FOR OATHS ☒
Commissioner for Oaths
CERTIFIED TO BE A TRUE COPY/LIKENESS ☒
DATE: SIGN:

" SCHEDULE A "



SOLOMON ISLANDS
THE LAND AND TITLES ACT
 (Cap. 93)

LEASE

(Sections 133 and 135)

PARCEL NUMBER

191-071-.....

(NOTE CAREFULLY THE NOTES IN THE MARGIN AND ON PAGE 4)

(a) Full name and
 occupation or other
 description.

LESSOR (S): (a)

**Kakabona, West Guadalcanal
 Honiara, Solomon Islands**

of: (b)

LESSEE (S): (a)

Solomon Islands Water Authority

(b) Address.

of (b)

P.O. Box 1407, Mataniko, Honiara, Solomon Islands

(c) Delete alternatives
 inapplicable.

1. The Lessor(s) is/are registered as the owner(s) of (c) the perpetual estate in the ~~fixed term estate in a~~
~~lease of~~ PARCEL NUMBER (d) **191-071-**

(d) Registered Parcel
 Number

(e) Delete this clause
 to premium if none

2. (e) The Lessor(s) acknowledge(s) the receipt from the Lessee(s) of the sum of (f) **Sixty Two
 Thousand, Six hundred seventy four dollars and Twenty Seven Cents**

(f) Amount in words
 And figures

(\$ 62,674.27)

being the premium required for the grant of this LEASE.

(g) Registered Parcel
 Number.

3. The Lessor(s) HEREBY LEASE(S) to the Lessee(s)
 PARCEL NUMBER (g) **191-071-**

(h) Delete whichever
 of the phrases under-
 lined is inapplicable

~~that part of~~ PARCEL NUMBER (g)

(i) insert "yearly"
 "monthly" or as the
 case may be.

~~more particularly described in the First Schedule hereto (h)~~

for the term of **Fifty (50)** years
 from the **First (1st)** day of **January** **2020**

(j) Amount in words
 and figures.

(k) Insert dates for
 Payment.

4. The Lessee(s) shall pay to the Lessor(s) the (i) **yearly** rent of (j) **One thousand
 Eight Hundred and Eighty dollars , Twenty Three Cents.**

(\$ 1,880.2300)

(l) The provisions of
 Sections 136, 137
 141(5), 144 and
 149 (1) of the
 ordinance may be
 varied or negative
 by the express terms
 of the lease.

payable (k) **on the first day of January in each year in advance without demand beginning in 2020
 and revisable every Five (5) years with an increase of 15% of the annual rent**

(m) Delete if inappli-
 cable.

5. This LEASE is granted and accepted under and subject to the provisions of the Land and Titles Act and upon
 And subject to the rights, undertakings, agreements, conditions, covenants and stipulations set out in the Second
 Schedule hereto and to those implied by the said Act (l) except as otherwise expressly provided to the contrary in
 this instrument.

(n) Delete this clause
 if Lessee is a single
 individual or corpora-
 tion. If the clause is
 not deleted either
 "joint owners" or
 Owners in common"
 etc. Must be deleted.
 If "joint owners"
 deleted, insert
 details of undivided
 shares.

6. (m) The rights and easements specified in the Third Schedule hereto are included in this LEASE.

7. (n) The Lessee(s) declare that they hold this LEASE as joint owners/owners in common in the following
 shares:-

RULE UP ALL BLANK SPACES BEFORE SIGNING

(o) To be completed where there is no rent in monetary terms. otherwise delete.

(p) Delete the underlined phrase if clause 6 has been deleted

(q) Amount in words and figures

(r) To be completed Only if the Lease is in Respect of a part of The Parcel. The description must be Adequate for identification of the part and A survey plan which Meets the approval of The Crown Surveyor Will be required.

8. ~~(o) The annual value of this Lease together (p) with the said rights and easements is hereby declared~~ to be estimated as

(q) (\$).

FIRST SCHEDULE (r)

SECOND SCHEDULE
(Clause 5)

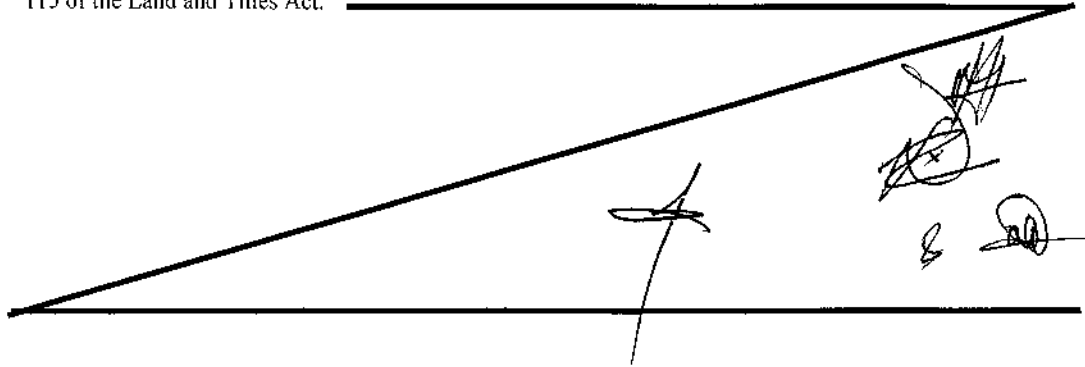
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[Handwritten signature]

THIRD SCHEDULE

(Clause 6)

1. The Property shall be leased subject to all rights of way, and overriding interests set out in sections 114 and 115 of the Land and Titles Act.



DATED at _____ this _____ day of _____

(s) In the case of execution by a corporation substitute in this part the usual form of words recording the affixing of its seal.

(s) SIGNED by the Lessor(s)

In the presence of:

Signature of Witness: _____

Name of Witness: STANLEY TEPEHA

Address: RAKABONA

(t) Delete the certificate where execution is by a corporation

(i) I Certify that the above-named _____

*Delete the underlined alternatives which are inapplicable

appeared before me at Honimara this 17th day of April 2019 and I have satisfied myself as to his/her/their identity he/she/they being identified to me by* (u)

(u) Insert name and address of person identifying, if applicable.

(or) being well known to me* and that he*/she*/they* freely and voluntarily signed and appeared fully to understand this instrument.

BEIHEL LAW FIRM
P.O. BOX 2401
HONIARA, SOLOMON ISLANDS
BARNABAS UPWE
Seal of office of title of
(OR if BARNISTER & SOLICITOR
Address COMMISSION FOR OATHS
CERTIFIED TO BE A TRUE COPY/LIKENESS
DATE: _____

Signature and description
of person completing verification
Certificate
(p) An Authorised Officer

(p) If instrument executed in British Commonwealth certificate may be given by magistrate, notary public or commissioner for oaths. SEE ALSO NOTE 5 below for authorised officers.

RULE UP ALL BLANK SPACES BEFORE SIGNING

(s) In the case of execution by a corporation substitute in this part the usual form of words recording the affixing of its seal.

(s) SIGNED by the Lessee(s)

) The Common Seal of Solomon Islands Water Authority
) is affixed hereto:

In the presence of:



Chairman: _____

Manager: _____

Signature of Witness: _____

Name of Witness: _____

Address: _____

(t) Delete the certificate where execution is by a corporation

(t) I Certify that the above-named

*Delete the underlined alternatives which are inapplicable

appeared before me at
day of

on this
20..... and I have satisfied myself as to his/her/their identity

he/she/they being identified to me by* (u)

(u) Insert name and address of person identifying, if applicable.

(or) being well known to me* and that he*/she/*they* freely and voluntarily signed and appeared fully to understand this instrument.

Seal or stamp of office or title of
(OR if none)
Address

Signature and description
of person completing verification
Certificate
(p) An Authorised Officer

(p) If instrument executed in British Commonwealth certificate may be given by magistrate, notary public or commissioner for oaths. SEE ALSO NOTE 5 below for authorised officers.

NOTES

1. Blank spaces. This form when completed should be ruled up so that no additions are possible
2. NO ALTERATIONS MAY BE MADE BY ERASURE. The words rejected should be ruled through (so that they are still legible) in ink and any words substituted typed or written in ink above them, alterations being verified by the signatures in the margin of the parties executing, the witnesses and the authorised officers, or noticed in the execution.
3. Execution by parties at different times or places. Separate sheets for execution, where the party of one part comprises more than one person, by individuals appearing before different authorised officers, are available if required from the Land Registry. If such sheets are used they must be bound to this form and authenticated as part of the instrument either by the sealing of the binding or by the parties so executing the instrument signing their names at the foot of each page of the instrument.
4. Execution and Consents. This instrument must be executed by the Lessor(s) and Lessee(s) and may require consents (for the purpose of which forms may be obtained from the Land Registry).
5. Authorised Officers. For a full list of authorised officers within and outside the Protectorate see regulation 8 of the Land and Titles (General) Regulations.

REGISTERED at the

Land Registry this

day of

20 , at

o'clock

Registrar of Titles

SECOND SCHEDULE

THIS LEASE AGREEMENT is made the 17th day of April 2020

BETWEEN

[REDACTED] Kakabona Village, North West
Guadalcanal, Guadalcanal Province (the Lessor) of the one part

AND

SOLOMON ISLANDS WATER AUTHORITY (Trading as Solomon Water), of P. O.
Box 1407, Mataniko, Honiara, Solomon Islands (the Lessee) of the other part

WHEREAS:

- A. The Lessor is the registered proprietor of the perpetual estate in parcel 191-071- (hereinafter referred to as "the Land") situated at Kongulai, West Honiara
- B. The Lessor has agreed to Lease part of the Land to the Lessee upon and subject to the terms and conditions hereinafter set out.

IT IS AGREED between the parties that in consideration of the premises, terms, covenants and stipulations herein contained, the Parties hereto hereby agree with each other as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"Act" means the Land and Titles Act [Cap. 133] (as amended);

"Completion" means completion of the Premium for the Lease of Land in accordance with this Agreement;

"Completion Date" means the date of final payment of the lease premium or such other date as may be agreed in writing by the parties or fixed pursuant to the conditions of this Agreement;

"Deposit" means the sum of Sixty Two Thousand, Six Hundred and Seventy Four dollars, Twenty Seven cents (SBD 62,674.27) also comprising the premium in this lease agreement;

"Dollars" is the lawful currency for the time being of Solomon Islands;

"Parties" means the parties to this Agreement and "Party" means any party to this Agreement; and includes any Consents, MOU and any other instruments that are yet to be signed by both parties and

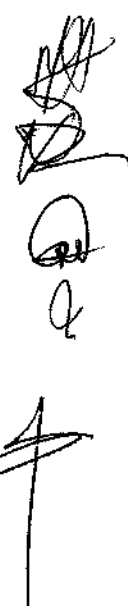


capable of registration to secure the transfer of title from the trustees to Solomon Islands Water Authority.

"Lease Rental" means the lease rental of One Thousand Eight Hundred and Eighty dollars, Twenty Three Cents (SBD 1,880.23) payable to the Lessor on the first day of January each year beginning in 2020 and revisable every Five (5) years by an increase of 15% of the annual-rental

1.2 In this Agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include every gender;
- (c) references to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time;
- (d) references to this Agreement are references to this Agreement and Schedule of this agreement only.
- (e) references to Clauses, paragraphs and the Schedule are references to clauses and paragraphs of, and the Schedule to, this Agreement;
- (f) headings are inserted for convenience only and shall not affect the this Agreement;
- (g) references to any party to this Agreement shall include references to its respective successors and permitted assigns;
- (h) references to law shall include references to any Constitution provision, treaty, decree, convention, statute, act, regulation, rule, ordinance, subordinate legislation, rule of common law and of equity and judgment;
- (i) references to any statute are references to that statute and its subordinate legislation s as amended, consolidated, supplemented or replaced from time to time;
- (j) references to any judgment shall include references to any order, injunction, decree, determination or award of any court or tribunal;
- (k) references to any person shall include references to any individual, company, body corporate, association, partnership, firm, joint venture, trust, body politic and governmental agency; and
- (l) references to time are references to Solomon Islands time.

Handwritten signatures and initials are present on the right side of the page, corresponding to the list items. There are several scribbled-out signatures and some legible initials, including what appears to be 'Q' and a large stylized signature.

2. REPRESENTATIONS AND WARRANTIES

2.1 The Lessor hereby represents and warrants to the Lessee that:

- (a) the Lessor is not under any legal disability which affects the Lessors' capacity to contract and to complete this Agreement;
- (b) the Lessor has free and unqualified capacity and power to contract and complete this Agreement;
- (c) there is no order of a court or other competent authority affecting the ability of the Lessor to complete this Agreement;
- (d) no order has been made which would operate as a charge or other encumbrance on the Land;
- (e) there is no unsatisfied judgment, order or writ of execution which affects the Land; and
- (f) the Lessor is the registered proprietor of the Land;

3. LEASE OF THE LAND

3.1 The Lessor shall lease the land to the Lessee for the total consideration stipulated herein and subject to the terms and conditions of this Agreement.

3.2 The Lease term is for fifty (50) years starting on the 28th January 2020.

4. LEASE CONSIDERATION

4.1 The total consideration for this lease is Sixty Two Thousand, Six Hundred and Seventy Four dollars, Twenty Seven cents (SBD 62,674.27)

4.2 The Land Rent is One Thousand Eight Hundred and Eighty dollars, Twenty Three Cents (SBD 1,880.23) yearly and shall be increased at the rate of 15% of the annual rental after every Five (5) years.

5. LEASE EXPIRY

5.1 The Lease shall be renewable at the expiry of the lease term subject to the terms and conditions agreeable to by the Lessor and the Lessee in writing.

- 5.2 That at the expiry of the Lease term stated in clause 3.2 all improvements thereon, on the said land described in the second schedule (a) shall rightfully belong to the Lessee

6. PAYMENT OF THE TOTAL CONSIDERATION

- 6.1 The total consideration for this lease shall be payable in the following manner:
- (a) by payment of the Premium of Sixty Two Thousand, Six Hundred and Seventy Four dollars, Twenty Seven cents (SBD 62,674.27) by the Lessee fourteen (14) days at the execution of this agreement;
 - (b) The Lessor shall complete all the necessary documentation in favour of the Lessee capable of immediate registration of the lease and to produce the certified copy of the Lease title to the Lessee in accordance to clause 7.2(b).
 - (c) By payment of the annual rent of One Thousand Eight Hundred and Eighty dollars, Twenty Three Cents (SBD 1,880.23) payable in the first week of January in each year in advance without demand beginning in 2020.

- 6.2 Every payment as outlined in clause 6.1 is hereby guaranteed by the Lessee

- 6.3 There shall be an increase of annual rent by 15 % of the annual rent after every five (5) years.

7. DEPOSIT

- 7.1 The Lessee shall pay the Deposit to the Lessor as stipulated in this Agreement.

- 7.2 Subject to the payment of the Deposit, the Lessor shall give to the Lessee;

- (a) vacant possession of the Land ; and
- (b) a duly executed RT Form 9 Lease of the Land in favor of the Lessee capable of immediate registration in the Honiara Lands Registry free from encumbrances;

8. CONDITION

- 8.1 Notwithstanding clause 6.1 (c) hereof the Lessee at its absolute discretion may pay any annual rent ahead of any due date.

- 8.2 The Lessee shall use its best endeavors to procure fulfillment of the condition set out in Clause 6 in the manner of the payment set out therein.
- 8.3 In the event that the condition set out in Clause 6.1 is not satisfied or waived upon by the Completion Date, then either Party may by notice in writing to the other Party elect not to proceed with the lease of the Land.
- 8.4 Notwithstanding anything in this clause, the Lessee may elect to make full payment of the contract consideration (including any annual rental due under this agreement) on any date before the expiry of this lease.

9. NOTICE TO COMPLETE

- 9.1 If for any reason the Lessee is unable to complete this Agreement on the Completion Date, then the Lessor may serve upon the Lessee a notice to complete.
- 9.2 The Parties shall complete this Agreement within five (5) Business Days from the date of service of a notice to complete. For this purpose, time shall be of the essence of the Agreement.

10. COMPLETION

- 10.1 Subject to Clause 6, Completion shall take place upon receipt of the payment as outlined in Clause 6.1 (a) on the Completion Date or at such other time and on such other date as may be agreed by the Parties in writing.

11. REQUISITIONS

- 11.1 The Lessee shall be entitled to deliver to the Lessor any requisitions or enquiries on or concerning the Lessor's title to the Land.

12. ERRORS OMISSIONS AND MISDESCRIPTION

- 12.1 No error, omission or misdescription herein or in any plan furnished or any statement made in the course of the negotiations leading to this Agreement shall invalidate or annul the lease but compensation shall be payable in such amount as the Lessee shall require for such error, omission or misdescription.

13. EASEMENTS, RIGHTS AND LIABILITIES

- 13.1 The Lessor warrants that he has disclosed to the Lessee the existence of all latent easements and liabilities and rights and privileges affecting the Land, of which the Lessee know or ought to know, other than the existence of those specifically disclosed to the Lessee at the date of this Agreement.

13.2 Without prejudice to the generality of Clause 12.1:

- (a) the Lessee shall accept the lease of the Land with full notice of the actual state and condition of the Land and shall take it as it stands; and
- (b) the Land shall be leased subject to all rights of way, and overriding interests set out in sections 114 and 115 of the Land and Titles Act.

14. IDENTITY AND BOUNDARIES

- 14.1 The Lessor shall produce such evidence as may be reasonably necessary to establish the identity and extent of the Land and shall be required to define exact boundaries, or the ownership of any fences, ditches, hedges or walls.
- 14.2 If reasonably required by the Lessee because of the insufficiency of the evidence produced under Clause 13.1, the Lessor shall provide and hand over on Completion a statutory declaration as to the relevant facts, in a form agreed by the Lessee.

15. APPORTIONMENT OF RATES, TAXES AND OUTGOINGS

- 15.1 All rates, taxes, charges and outgoings with respect to the Land shall be paid and discharged by the Lessor up to the Early Vacant Possession Date and from that date by the Lessee, such rates, taxes, charges and outgoings being apportioned and the Lessee shall thereafter punctually pay all rates, taxes, charges and outgoings charged upon the Land; provided that the Lessee is not hereby obliged to pay for any liability rate arising from the Lessor's ownership of the perpetual estate in the land.

16. LAND RISK OF THE LESSOR

- 16.1 The Land shall be at the risk of the Lessor until Early Vacant Possession Date when all liabilities from the Lessor's occupation shall be at the Lessee's risk.

17. TIME OF THE ESSENCE

- 17.1 Except as otherwise provided herein, time shall be deemed to be of the essence of this Agreement.

18. DEFAULT OF THE LESSOR

- 18.1 If the Lessor fails to deliver vacant possession upon Early Vacant Possession Date or otherwise fail to comply with any of the terms of

this Agreement, then the Lessee in addition to any other rights which may be conferred upon it at law or in equity may:

- (a) affirm this Agreement and sue the Lessor for damages for breach of contract; or
- (b) affirm this Agreement and sue the Lessor for specific performance and damages in addition to or in lieu thereof; or
- (c) terminate this Agreement and sue the Lessor for damages, for breach of contract.

19. ASSURANCE AND INDEMNITY

- 19.1 The Lessee shall develop the land for Water Treatment Plant and other related works and activities.

20. NO MERGER

- 20.1 Notwithstanding Completion and notwithstanding the registration of the lease of the Land in favour of the Lessee, any condition or part thereof to which effect is not given by but is capable of taking effect after such Completion or registration shall remain in full force and effect.

21. COSTS

- 21.1 The Lessee shall bear the costs of and incidental to the preparation, execution and completion of this Agreement and the documents and transactions contemplated by this Agreement.

22. STAMP DUTY AND REGISTRATION FEES

- 22.1 Any stamp duty, registration or other fees properly chargeable or payable on this Agreement, and in relation to any other documents, instruments or transactions contemplated hereby shall be borne by the Lessee.

23. NOTICES

- 23.1 All notices and other communications required by this Agreement to be in writing shall be delivered to the recipient by hand, email, pre-paid post or facsimile.
- 23.2 Without limiting any other means by which a Party may be able to prove that a notice or other communication has been received by the other Party, a notice or other communication shall be deemed to be duly received:-

- (a) If sent by hand or email when left at the address of the recipient;

- (b) If sent by pre-paid post, three (3) Business Days after the date of posting;
- (c) If sent by facsimile, upon receipt by the sender of an acknowledgment of transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile number;

PROVIDED THAT if a notice or other communication is served by hand or is received by facsimile on a day which is not a Business Day, or after 4.30 pm on any Business Day, such notice or other communication shall be deemed to be duly received by the recipient at 8.00 am on the first Business Day thereafter.

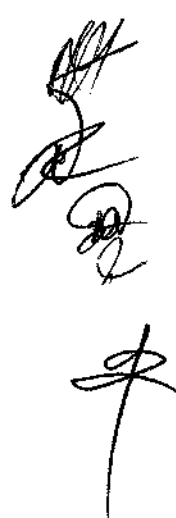
- 23.3 All notices and other communications shall be sent to the recipient at the address set out below as a Party may from time to time notify to the other in writing.

(a) to the Lessor:

Address: Kakabona Village,
North West Guadalcanal
Guadalcanal Province
Solomon Islands

(b) to the Lessee:

Address: P. O. Box 1407
Mataniko
Honiara, Solomon Islands



24. AMENDMENT

- 24.1 This Agreement may be amended only by an instrument in writing signed by the Parties and registered at the Honiara Land Registry.

25. COUNTERPARTS

- 25.1 This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

26. FURTHER ASSURANCES

- 26.1 The Parties shall promptly do, execute and deliver or procure to be done, executed and delivered all such other and further acts,

assurances, deeds, documents, instruments and things as may be necessary or desirable to give full effect to the provisions of this Agreement.

- 26.2 In the event the Lessee wishes to transfer the lease the lessor shall grant his consent and further the lessor shall be given the first right of refusal.

27. WARRANTY OF AUTHORITY

- 27.1 Each person executing this Agreement on behalf of a party hereto represents and warrants that he has been fully empowered by such Party to execute this Agreement and that all necessary action to authorise the execution of this Agreement by him has been taken by such Party.

28. ACKNOWLEDGEMENT

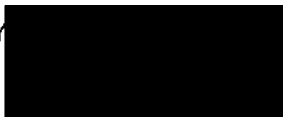
- 28.1 Each Party hereby acknowledges that it has been given the opportunity to obtain independent legal advice in relation to the provisions and effect of this Agreement prior to its execution hereof.

29. GOVERNING LAW AND JURISDICTION

- 29.1 This Agreement shall be governed by and construed in accordance with the laws of Solomon Islands and the Parties hereby submit to the exclusive jurisdiction of the courts of Solomon Islands.

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year first hereinbefore written.

SIGNED BY



Two handwritten signatures in ink, one above the other, on a horizontal line.

In the presence of:

A handwritten signature in ink, likely of a witness.

Signature of Witness

STANLEY TEFEHA
Name of Witness

BETHEL LAW FIRM
P.O. BOX 2481
HONIARA, SOLOMON ISLANDS
BARNABAS UPWE
BARRISTER & SOLICITOR
COMMISSION FOR OATHS ☒
CERTIFIED TO BE A TRUE COPY/LIKENESS ☐
Commissioner for Oaths
DATE: _____

The Common Seal of Solomon Islands
Water Authority was affixed hereto in the
Presence of:

) Chairman: _____



) General Manager: _____

DECLARATION BY LESSORS

WE:

**Kakabona Village,
North West Guadalcanal, Guadalcanal Province**

DO SOLEMNLY AND SINCERELY DECARE AS FOLLOWS:-

1. That we are the registered Joint owners of the Perpetual estate in parcel No(s) 191-071-
2. That we have signed a Lease instrument dated
To effect the Lease of the Perpetual Estate in Parcel number 191-071.....to Solomon Island Water Authority
3. That we have consulted all the person beneficially interested in the land concerning the Lease and such persons are in favour of the transaction.

AND WE Made this Solemn Declaration conscientiously believing to be true and by virtue by the Statutory Declaration Act, 1835.

Declared at Homara this 17th April 2020)
Day of April 2020)

In the presence of

BETHEL LAW FIRM
P.O. BOX 2401
HOMARA, SOLOMON ISLANDS
BARNABAS UPWE
BARRISTER & SOLICITOR ☒
COMMISSION FOR OATHS ☒
CERTIFIED TO BE A TRUE COPY/LIKENESS ☒
COMMISSIONER FOR OATHS



HONIARA LAND REGISTRY

PERPETUAL ESTATE REGISTER

PARCEL NUMBER 191-071-4

PART A - PROPERTY SECTION

PARCEL NUMBER 191-071-4

EASEMENTS APPURTENANT ETC.

Edition

II

Location: WEST HONIARA

Previous Lands Department) Lot - LR 940

Reference or other description)

Area (approx.) : 51.078

Mutation Number: 63/97

Superseded Parcels: 191-048-15 & 191-071-3

Current Parcels: 191-048-16 to 191-048-21 & 191-071-4

Number of
pages in this
Register:
2

191-071-4
1st
1130
191-071-4

PART B - OWNERSHIP SECTION

Name, Description and Address of Owner
and Restrictions affecting Right of DispositionApplication Number and Date of
Presentation. M DObservations
(Nature of Instrument,
Consideration etc.)Signature
of
Registrar

1.

Guadalcanal Province.

North West Guadalcanal,

70/19 2019 1 25

Transfer Consideration
Nil

2.

Guadalcanal, Guadalcanal Province, as joint owners.

Kakabona, North-West

382/19 2019 5 22

Transfer Consideration
Nil

ANY ENTRIES STRUCK THROUGH IN RED ARE NO LONGER SUBSISTING

Lands 37

PART C - INCUMBRANCES SECTION					PERPETUAL ESTATE REGISTER		PARCEL NUMBER 11-071-4	
Entry No.	Nature of Incumbrance	Application Number of Presentation	Y	M	D	FURTHER PARTICULARS	Signature of Registrar	Surrenders, Cancellations etc.
1.						<p>AC - 1130</p> <p>1st</p> <p>1911-07-14</p> <p>1911-07-14</p> <p>2370</p> <p>h</p>		

ANY ENTRIES STRUCK THROUGH IN RED ARE NO LONGER SUBSISTING

MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT

This Memorandum of Understanding (MOU) is made the 17th day of April 2020

A. PARTIES TO THE MOU

Solomon Islands Water Authority (SIWA) trading as Solomon Water (SW), of P. O. Box 1407, Honiara, represented by the Chief Executive Officer (CEO) of the one part

AND

[REDACTED] (Lessor) of the other part

B. WHEREAS:

1. The Solomon Islands Water Authority is intended to enter into respect agreements with [REDACTED] for acquiring and leasing portion of Land as shown on the Plan attached as Schedule "A" to this MOU
2. The Land intended for lease from [REDACTED] is measuring 992.73 m2 depicted on the attached map Schedule "A" as PLOT F and PLOT G
3. Solomon Water has agreed to lease from [REDACTED] on the terms and conditions therein set out in the respective agreements in the Lease Instruments executed.

IT IS AGREED that in consideration of the premises, terms, covenants and stipulations herein contained, the Parties hereto hereby agree with each other as follows:

C. PURPOSE

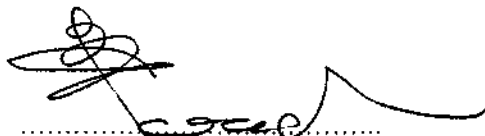
4. The purpose of this MOU is to have an understanding between the parties herein that the signing of documents between the parties with incomplete Parcel numbers are documents for registration and are based on the anticipation that after the survey and mutation process of the portions of Land shown on the attached SCHEDULE "A", as PLOT F and PLOT H, the right and legal parcel number would then inserted on the space provided in all the documents where thereafter SIWA will lodge the documents for registration purposes.
5. For avoidance of doubt, all the parties herein are certain of their rights and obligations under the respective agreements.

[Handwritten signatures and initials]

IN WITNESS WHEREOF the Parties have executed this MOU on the day and year first
hereinbefore written.


SIGNED ON BEHALF OF

SOLOMON ISLANDS WATER AUTHORITY


.....
IAN GOODEN
General Manager

) 


In the presence


.....

(Signature of Witness)

STANLEY TEIHA

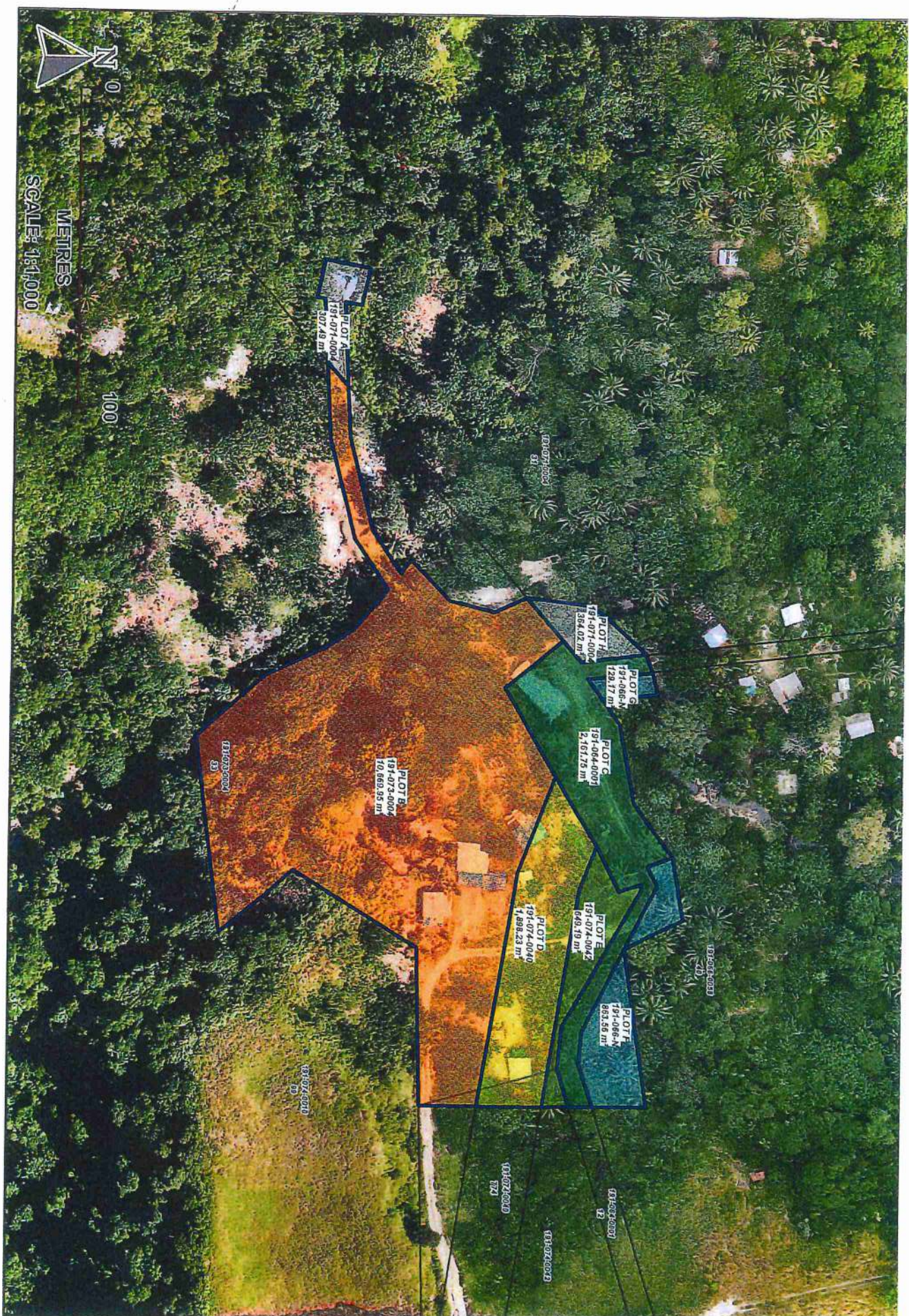
Name of Witness


BETHEL LAW FIRM
P.O. BOX 2401
HONIARA, SOLOMON ISLANDS
BARNABAS UPWE
BARRISTER & SOLICITOR C.
COMMISSION FOR OATHS C.
.....RTIFIED TO BE A TRUE COPY/LIKENESS C.

Commissioner of Oaths



SCHEDULE A



SOLOMON ISLANDS
THE LAND AND TITLES ACT
 (Cap. 93)

LEASE

(Sections 133 and 135)

PARCEL NUMBER

191-066-

(NOTE CAREFULLY THE NOTES IN THE MARGIN AND ON PAGE 4)

(a) Full name and occupation or other description.

LESSOR (S): (a)

of: (b)

Honiara, Solomon Islands

(b) Address.

LESSEE (S): (a)

Solomon Islands Water Authority

of (b)

P.O. Box 1407, Mataniko, Honiara, Solomon Islands

(c) Delete alternatives inapplicable.

1. The Lessor(s) is/are registered as the owner(s) of (c) the perpetual estate in/~~the fixed term estate in a Lease of~~ PARCEL NUMBER (d) **191-066-**

(d) Registered Parcel Number

(e) Delete this clause to premium if none

2. (e) The Lessor(s) acknowledge(s) the receipt from the Lessee(s) of the sum of (f) **Ninety Two Thousand, Six hundred Fifty four dollars and Eighty Cents**

(f) Amount in words And figures

(\$ 92,654.80)

(g) Registered Parcel Number.

being the premium required for the grant of this LEASE.

(h) Delete whichever of the phrases underlined is inapplicable

3. The Lessor(s) HEREBY LEASE(S) to the Lessee(s) PARCEL NUMBER (g) **191-066-**

(i) insert "yearly" "monthly" or as the case may be.

~~All part of~~ PARCEL NUMBER (g)

~~entirely described in the First Schedule hereto (h)~~

for the term of

Fifty (50)

years

from the

First (1st)

day of

January

2020

(j) Amount in words and figures.

(k) Insert dates for Payment.

4. The Lessee(s) shall pay to the Lessor(s) the (i) **yearly** rent of (j) **Two thousand Seven Hundred and Seventy Nine dollars , Sixty Four Cents.**

(\$ 2,779.64)

(l) The provisions of Sections 136, 137 141(5), 144 and 149 (1) of the ordinance may be varied or negative by the express terms of the lease.

payable (k) **on the first day of January in each year in advance without demand beginning in 2020 and revisable every Five (5) years with an increase of 15% of the annual rent**

(m) Delete if inapplicable.

5. This LEASE is granted and accepted under and subject to the provisions of the Land and Titles Act and upon And subject to the rights, undertakings, agreements, conditions, covenants and stipulations set out in the Second Schedule hereto and to those implied by the said Act (l) except as otherwise expressly provided to the contrary in this instrument.

(n) Delete this clause if Lessee is a single individual or corporation. If the clause is not deleted either "joint owners" or "Owners in common" etc. Must be deleted. If "joint owners" deleted, insert details of undivided shares.

6. (m) The rights and easements specified in the Third Schedule hereto are included in this LEASE.

7. (n) ~~The Lessee(s) declare that they hold this LEASE as joint owners/owners in common in the following shares:-~~

RULE UP ALL BLANK SPACES BEFORE SIGNING

(o) To be completed where there is no rent in monetary terms. otherwise delete.

(p) Delete the underlined phrase if clause 6 has been deleted

(q) Amount in words and figures

(r) To be completed Only if the Lease is in Respect of a part of The Parcel. The description must be Adequate for identification of the part and A survey plan which Meets the approval of The Crown Surveyor Will be required.

8. (o) The annual value of this Lease together (p) with the said rights and easements is hereby declared to be estimated as

(q) (\$).

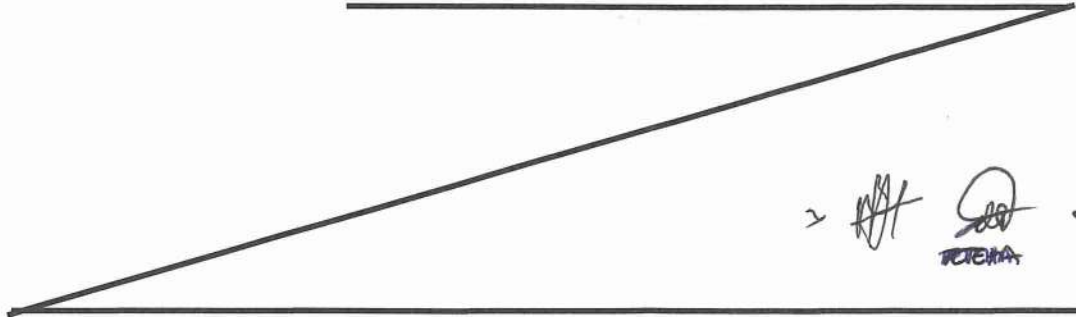
FIRST SCHEDULE (r)

SECOND SCHEDULE
(Clause 5)

Handwritten signatures and initials, including "ITERA" and a circled "Q".

THIRD SCHEDULE
(Clause 6)

1. The Property shall be leased subject to all rights of way, and overriding interests set out in sections 114 and 115 of the Land and Titles Act.



DATED at _____ this _____ day of _____
2017

(s) In the case of execution by a corporation substitute in this part the usual form of words recording the affixing of its seal.

(s) SIGNED by the Lessor(s))

In the presence of:)

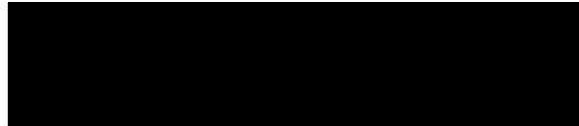
Signature of Witness: _____

Name of Witness: STANLEY TETEHA

Address: KAKABONA

(t) Delete the certificate where execution is by a corporation

(t) I Certify that the above-named



*Delete the underlined alternatives which are inapplicable

appeared before me at Apni Honiawa this 17th day of 2017 and I have satisfied myself as to his/her/their identity he/she/they being identified to me by* (u)

(u) Insert name and address of person identifying, if applicable.

(or) being well known to me* and that he*/she*/they* freely and voluntarily signed and appeared fully to understand this instrument.

BETHEL LAW FIRM

P.O. BOX 2401

HONIARA SOLOMON ISLANDS

BARNABAS UPWE

Address

BARRISTER & SOLICITOR

COMMISSION FOR OATHS

RTIFIED TO BE A TRUE COPY/LIKENESS

DATE _____ **BY** _____

Signature and description
of person completing verification
Certificate

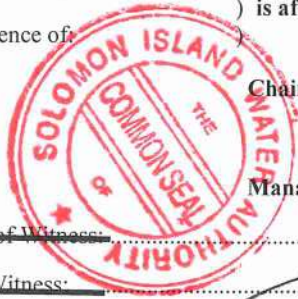
(p) An Authorised Officer

(p) If instrument executed in British Commonwealth certificate may be given by magistrate, notary public or commissioner for oaths. SEE ALSO NOTE 5 below for authorised officers.

(s) In the case of execution by a corporation substitute in this part the usual form of words recording the affixing of its seal.

(s) SIGNED by the Lessee(s)) The Common Seal of Solomon Islands Water Authority
is affixed hereto:

In the presence of:



Chairman: _____

Manager: _____

Signature of Witness: _____

Name of Witness: _____

Address: _____

(t) Delete the certificate where execution is by a corporation

(t) I Certify that the above-named _____

*Delete the underlined alternatives which are inapplicable

appeared before me at
day of

on this
20..... and I have satisfied myself as to his/her/their identity
[Signature]
REETA

he/she/they being identified to me by* (u)

(u) Insert name and address of person identifying, if applicable.

(or) being well known to me* and that he*/she/*they* freely and voluntarily signed and appeared fully to understand this instrument.

Seal or stamp of office or title of
(OR if none)
Address

Signature and description
of person completing verification
Certificate
(p) An Authorised Officer

(p) If instrument executed in British Commonwealth certificate may be given by magistrate, notary public or commissioner for oaths. SEE ALSO NOTE 5 below for authorised officers.

NOTES

1. Blank spaces. This form when completed should be ruled up so that no additions are possible
2. NO ALTERATIONS MAY BE MADE BY ERASURE. The words rejected should be ruled through (so that they are still legible) in ink and any words substituted typed or written in ink above them, alterations being verified by the signatures in the margin of the parties executing, the witnesses and the authorised officers, or noticed in the execution.
3. Execution by parties at different times or places. Separate sheets for execution, where the party of one part comprises more than one person, by individuals appearing before different authorised officers, are available if required from the Land Registry. If such sheets are used they must be bound to this form and authenticated as part of the instrument either by the sealing of the binding or by the parties so executing the instrument signing their names at the foot of each page of the instrument.
4. Execution and Consents. This instrument must be executed by the Lessor(s) and Lessee(s) and may require consents (for the purpose of which forms may be obtained from the Land Registry).
5. Authorised Officers. For a full list of authorised officers within and outside the Protectorate see regulation 8 of the Land and Titles (General) Regulations.

REGISTERED at the

Land Registry -this

day of

20 , at

o'clock

Registrar of Titles

SECOND SCHEDULE

THIS LEASE AGREEMENT is made the ... 17th day of April 2020

BETWEEN

[REDACTED] Kakabona Village, North West Guadalcanal, Guadalcanal Province (the Lessor) of the one part

AND

SOLOMON ISLANDS WATER AUTHORITY (Trading as Solomon Water), of P. O. Box 1407, Mataniko, Honiara, Solomon Islands (the Lessee) of the other part

WHEREAS:

- A. The Lessor is the registered proprietor of the perpetual estate in parcel 191-066- (hereinafter referred to as "the Land") situated at Kongulai, West Honiara
- B. The Lessor has agreed to Lease part of the Land to the Lessee upon and subject to the terms and conditions hereinafter set out.

IT IS AGREED between the parties that in consideration of the premises, terms, covenants and stipulations herein contained, the Parties hereto hereby agree with each other as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"Act" means the Land and Titles Act [Cap. 133] (as amended);


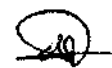
"Completion" means completion of the Premium for the Lease of Land in accordance with this Agreement;

"Completion Date" means the date of final payment of the lease premium or such other date as may be agreed in writing by the parties or fixed pursuant to the conditions of this Agreement;

"Deposit" means the sum of Ninety Two Thousand Six Hundred Fifty Four dollars and Eighty cents (SBD \$92,654.80) also comprising the premium in this lease agreement;

"Dollars" is the lawful currency for the time being of Solomon Islands;

"Parties" means the parties to this Agreement and "Party" means any party to this Agreement; and includes any Consents, MOU and any other instruments that are yet to be signed by both parties and

2. 

TODIN
2




capable of registration to secure the transfer of title from the trustees to Solomon Islands Water Authority.


"Premium " means the lease consideration and bears the same meaning as deposit;

"Lease Rental" means the lease rental of Two Thousand Seven Hundred Seventy Nine Dollars and Sixty Four Cents (SBD \$2,779.64) payable to the Lessor on the first day of January each year beginning in 2020 and revisable every Five (5) years by an increase of 15% of the annual-rental

1.2 In this Agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include every gender;
- (c) references to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time;
- (d) references to this Agreement are references to this Agreement and Schedule of this agreement only.
- (e) references to Clauses, paragraphs and the Schedule are references to clauses and paragraphs of, and the Schedule to, this Agreement;
- (f) headings are inserted for convenience only and shall not affect the this Agreement;
- (g) references to any party to this Agreement shall include references to its respective successors and permitted assigns;
- (h) references to law shall include references to any Constitution provision, treaty, decree, convention, statute, act, regulation, rule, ordinance, subordinate legislation, rule of common law and of equity and judgment;
- (i) references to any statute are references to that statute and its subordinate legislation s as amended, consolidated, supplemented or replaced from time to time;
- (j) references to any judgment shall include references to any order, injunction, decree, determination or award of any court or tribunal;
- (k) references to any person shall include references to any individual, company, body corporate, association, partnership, firm, joint venture, trust, body politic and governmental agency; and

x 


RECEIVED
9



(l) references to time are references to Solomon Islands time.

2. REPRESENTATIONS AND WARRANTIES

2.1 The Lessor hereby represents and warrants to the Lessee that:

- (a) the Lessor is not under any legal disability which affects the Lessors' capacity to contract and to complete this Agreement;
- (b) the Lessor has free and unqualified capacity and power to contract and complete this Agreement;
- (c) there is no order of a court or other competent authority affecting the ability of the Lessor to complete this Agreement;
- (d) no order has been made which would operate as a charge or other encumbrance on the Land;
- (e) there is no unsatisfied judgment, order or writ of execution which affects the Land;and
- (f) the Lessor is the registered proprietor of the Land;

3. LEASE OF THE LAND

3.1 The Lessor shall lease the land to the Lessee for the total consideration stipulated herein and subject to the terms and conditions of this Agreement.

3.2 The Lease term is for fifty (50) years starting on the 28th January 2020.

4. LEASE CONSIDERATION


4.1 The total consideration for this lease is Ninety Two Thousand Six Hundred Fifty Four dollars and Eighty cents (SBD \$92,654.80)

4.2 The Land Rent is Two Thousand Seven Hundred Seventy Nine Dollars and Sixty Four Cents (SBD \$2,779.64) yearly and shall be increased at the rate of 15% of the annual rental after every Five (5) years.

5. LEASE EXPIRY

5.1 The Lease shall be renewable at the expiry of the lease term subject to the terms and conditions agreeable to by the Lessor and the Lessee in writing.

x AA


TEZHA
Q



- 5.2 That at the expiry of the Lease term stated in clause 3.2 all improvements thereon, on the said land described in the second schedule (a) shall rightfully belong to the Lessee

6. PAYMENT OF THE TOTAL CONSIDERATION

- 6.1 The total consideration for this lease shall be payable in the following manner:

- (a) by payment of the Premium of Ninety Two Thousand Six Hundred Fifty Four dollars and Eighty cents (SBD \$92,654.80) by the Lessee fourteen (14) days at the execution of this agreement;
- (b) The Lessor shall complete all the necessary documentation in favour of the Lessee capable of immediate registration of the lease and to produce the certified copy of the Lease title to the Lessee in accordance to clause 7.2(b).
- (c) By payment of the annual rent of Two Thousand Seven Hundred Seventy Nine Dollars and Sixty Four Cents (SBD \$2,779.64) payable in the first week of January in each year in advance without demand beginning in 2020.

- 6.2 Every payment as outlined in clause 6.1 is hereby guaranteed by the Lessee

- 6.3 There shall be an increase of annual rent by 15 % of the annual rent after every five (5) years.

7. DEPOSIT

- 7.1 The Lessee shall pay the Deposit to the Lessor as stipulated in this Agreement.

- 7.2 Subject to the payment of the Deposit, the Lessor shall give to the Lessee;

(a) vacant possession of the Land ; and

(b) a duly executed RT Form 9 Lease of the Land in favor of the Lessee capable of immediate registration in the Honiara Lands Registry free from encumbrances;

8. CONDITION

- 8.1 Notwithstanding clause 6.1 (c) hereof the Lessee at its absolute discretion may pay any annual rent ahead of any due date.

x

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

- 8.2 The Lessee shall use its best endeavors to procure fulfillment of the condition set out in Clause 6 in the manner of the payment set out therein.
- 8.3 In the event that the condition set out in Clause 6.1 is not satisfied or waived upon by the Completion Date, then either Party may by notice in writing to the other Party elect not to proceed with the lease of the Land.
- 8.4 Notwithstanding anything in this clause, the Lessee may elect to make full payment of the contract consideration (including any annual rental due under this agreement) on any date before the expiry of this lease.

9. NOTICE TO COMPLETE

- 9.1 If for any reason the Lessee is unable to complete this Agreement on the Completion Date, then the Lessor may serve upon the Lessee a notice to complete.
- 9.2 The Parties shall complete this Agreement within five (5) Business Days from the date of service of a notice to complete. For this purpose, time shall be of the essence of the Agreement.

10. COMPLETION

- 10.1 Subject to Clause 6, Completion shall take place upon receipt of the payment as outlined in Clause 6.1 (a) on the Completion Date or at such other time and on such other date as may be agreed by the Parties in writing.

11. REQUISITIONS

- 11.1 The Lessee shall be entitled to deliver to the Lessor any requisitions or enquiries on or concerning the Lessor's title to the Land.

12. ERRORS OMISSIONS AND MISDESCRIPTION

- 12.1 No error, omission or misdescription herein or in any plan furnished or any statement made in the course of the negotiations leading to this Agreement shall invalidate or annul the lease but compensation shall be payable in such amount as the Lessee shall require for such error, omission or misdescription.

13. EASEMENTS, RIGHTS AND LIABILITIES

- 13.1 The Lessor warrants that he has disclosed to the Lessee the existence of all latent easements and liabilities and rights and privileges affecting the Land, of which the Lessee know or ought to know, other than the existence of those specifically disclosed to the Lessee at the date of this Agreement.

13.2 Without prejudice to the generality of Clause 12.1:

- (a) the Lessee shall accept the lease of the Land with full notice of the actual state and condition of the Land and shall take it as it stands; and
- (b) the Land shall be leased subject to all rights of way, and overriding interests set out in sections 114 and 115 of the Land and Titles Act.

14. IDENTITY AND BOUNDARIES

- 14.1 The Lessor shall produce such evidence as may be reasonably necessary to establish the identity and extent of the Land and shall be required to define exact boundaries, or the ownership of any fences, ditches, hedges or walls.
- 14.2 If reasonably required by the Lessee because of the insufficiency of the evidence produced under Clause 14.1 the Lessor shall provide and hand over on Completion a statutory declaration as to the relevant facts, in a form agreed by the Lessee.

15. APPORTIONMENT OF RATES, TAXES AND OUTGOINGS

- 15.1 All rates, taxes, charges and outgoings with respect to the Land shall be paid and discharged by the Lessor up to the Early Vacant Possession Date and from that date by the Lessee, such rates, taxes, charges and outgoings being apportioned and the Lessee shall thereafter punctually pay all rates, taxes, charges and outgoings charged upon the Land; provided that the Lessee is not hereby obliged to pay for any liability rate arising from the Lessor's ownership of the perpetual estate in the land.

16. LAND RISK OF THE LESSOR




- 16.1 The Land shall be at the risk of the Lessor until Early Vacant Possession Date when all liabilities from the Lessor's occupation shall be at the Lessee's risk.

17. TIME OF THE ESSENCE

- 17.1 Except as otherwise provided herein, time shall be deemed to be of the essence of this Agreement.

18. DEFAULT OF THE LESSOR

- 18.1 If the Lessor fails to deliver vacant possession upon Early Vacant Possession Date or otherwise fail to comply with any of the terms of this Agreement, then the Lessee in addition to any other rights which may be conferred upon it at law or in equity may:

x 

9


- (a) affirm this Agreement and sue the Lessor for damages for breach of contract; or
- (b) affirm this Agreement and sue the Lessor for specific performance and damages in addition to or in lieu thereof; or
- (c) terminate this Agreement and sue the Lessor for damages, for breach of contract.

19. ASSURANCE AND INDEMNITY

- 19.1 The Lessee shall develop the land for Water Treatment Plant and other related works and activities.

20. NO MERGER

- 20.1 Notwithstanding Completion and notwithstanding the registration of the lease of the Land in favour of the Lessee, any condition or part thereof to which effect is not given by but is capable of taking effect after such Completion or registration shall remain in full force and effect.

21. COSTS




- 21.1 The Lessee shall bear the costs of and incidental to the preparation, execution and completion of this Agreement and the documents and transactions contemplated by this Agreement.

22. STAMP DUTY AND REGISTRATION FEES

- 22.1 Any stamp duty, registration or other fees properly chargeable or payable on this Agreement, and in relation to any other documents, instruments or transactions contemplated hereby shall be borne by the Lessee.

23. NOTICES

- 23.1 All notices and other communications required by this Agreement to be in writing shall be delivered to the recipient by hand, email, pre-paid post or facsimile.
- 23.2 Without limiting any other means by which a Party may be able to prove that a notice or other communication has been received by the other Party, a notice or other communication shall be deemed to be duly received:-
- (a) If sent by hand or email when left at the address of the recipient;
 - (b) If sent by pre-paid post, three (3) Business Days after the date of posting;

x 

RETGMA
7


- (c) If sent by facsimile, upon receipt by the sender of an acknowledgment of transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile number;

PROVIDED THAT if a notice or other communication is served by hand or is received by facsimile on a day which is not a Business Day, or after 4.30 pm on any Business Day, such notice or other communication shall be deemed to be duly received by the recipient at 8.00 am on the first Business Day thereafter.

- 23.3 All notices and other communications shall be sent to the recipient at the address set out below as a Party may from time to time notify to the other in writing.

(a) to the Lessor:

Address: Kakabona Village,
North West Guadalcanal
Guadalcanal Province
Solomon Islands

(b) to the Lessee:

Address: P. O. Box 1407
Mataniko
Honiara, Solomon Islands

24. AMENDMENT

- 24.1 This Agreement may be amended only by an instrument in writing signed by the Parties and registered at the Honiara Land Registry.

25. COUNTERPARTS

- 25.1 This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

26. FURTHER ASSURANCES

- 26.1 The Parties shall promptly do, execute and deliver or procure to be done, executed and delivered all such other and further acts, assurances, deeds, documents, instruments and things as may be necessary or desirable to give full effect to the provisions of this Agreement.

Handwritten signatures and initials are present on the right side of the page, including a large signature at the bottom right.

- 26.2 In the event the Lessee wishes to transfer the lease the lessor shall grant his consent and further the lessor shall be given the first right of refusal.

27. WARRANTY OF AUTHORITY

- 27.1 Each person executing this Agreement on behalf of a party hereto represents and warrants that he has been fully empowered by such Party to execute this Agreement and that all necessary action to authorise the execution of this Agreement by him has been taken by such Party.

28. ACKNOWLEDGEMENT

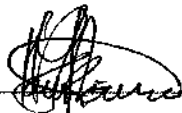
- 28.1 Each Party hereby acknowledges that it has been given the opportunity to obtain independent legal advice in relation to the provisions and effect of this Agreement prior to its execution hereof.

29. GOVERNING LAW AND JURISDICTION

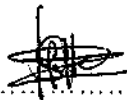
- 29.1 This Agreement shall be governed by and construed in accordance with the laws of Solomon Islands and the Parties hereby submit to the exclusive jurisdiction of the courts of Solomon Islands.

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year first hereinbefore written.

SIGNED BY: Michael Hanikouna)



In the presence of:

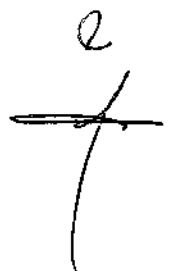


Signature of Witness

STANLEY TETEHA

Name of Witness

BEITHEL LAW FIRM
P.O. BOX 2401
HONIARA, SOLOMON ISLANDS
BARNABAS UPWE
Commissioner for Oaths
BARRISTER & SOLICITOR
COMMISSION FOR OATHS
CERTIFIED TO BE A TRUE COPY/LIKENESS
DATE: _____



The Common Seal of Solomon Islands
Water Authority was affixed hereto in the
Presence of:



) Chairman: 

) General Manager: 



HONIARA LAND REGISTRY

PERPETUAL ESTATE REGISTER

PARCEL NUMBER

PART A - PROPERTY SECTION

PARCEL NUMBER 191-066-139

EASEMENTS APPURTENANT ETC.

Edition

1

Location: WEST HONIARA

Previous Lands Department

Lot 674 of L.R. 210

Reference or other description

0.3565

ha. Survey/Field Plan No. WK997565 & XK000565

Area (approx.)

118/13

Mutation Number:

Superseded Parcels: 191-066-102

Current Parcels: 191-066-104 to 191-066-160

Number of pages in this Register

2

PART B - OWNERSHIP SECTION

Name, Description and Address of Owner and Restrictions affecting Right of Disposition

Application Number and Date of Presentation

Observations (Name of Instrument, Consideration etc.)

Signature of Registrar

Entry No.

2.

~~C/- P.O. Box 357, Honiara, Rakiraka +~~
~~PT Services, Skyline Ridge, Honiara~~

500/14 2014
1405/17 2017

7 24
14 25

Mutation
Transmission

3.

~~MA, Kakabona Village, North West~~
~~Madicalan Provincial Province.~~

Transfer Consideration: \$5,000.00 (include other parcels).

4.

~~CAVEAT: By Eile Mane, Paramount Chief of Hanigocana, Chaudate~~
~~Tribe, C/- Doreen Maake, P.O. Box 1162, Honiara.~~

503/18

2018

4

16

See Application

ANY ENTRIES STRUCK THROUGH IN RED ARE NO LONGER SUBSISTING

PART C - INCUMBRANCES SECTION

PERPETUAL ESTATE REGISTER

Entry No.	Nature of Incumbrance	Application Number of Presentation Number Y M D	FURTHER PARTICULARS	Signature of Registrar	Surrenders, Cancellations etc.
1.			<p>PE 2 191066734 1180 1st April 2020</p> <p><i>[Handwritten signature and date]</i></p>		

ANY ENTRIES STRUCK THROUGH IN RED ARE NO LONGER SUBSISTING



HONIARA LAND REGISTRY

PERPETUAL ESTATE REGISTER

PARCEL NUMBER

PART A - PROPERTY SECTION

PARCEL NUMBER 191-066-148

EASEMENTS APPURTENANT ETC.

Edition

1

Location: WEST HONIARA

Previous Lands Department

Lot 683 of L.R. 910

Reference or other description

O.2260

ha. Survey/Field Plan No.

WK 997567

Area (approx.)

118/13

Mutation Number:

191-066-102

Superseded Parcels:

191-066-104 to 160

Current Parcels:

Number of pages in this Register.

2

PART B - OWNERSHIP SECTION

Entry No.

Name, Description and Address of Owner and Restrictions affecting Right of Disposition

Application Number and Date of Presentation. Y M D

Observations (Nature of Instrument, Consideration etc.)

Signature of Registrar

1.

P.O. Box 357, Honiara. TRAMMIS

600/14

2014

7

24

D

Mutation

2.

PT Services, Skyline Ridge, Honiara. TRAMMIS

1405/17

2017

12

18

D

Transmission

3.

Kakabona Village, North West Solomon Province.

4.

C&VAT: By Elis Mane, Paramount Chief of Hangaana, Ghaubata Tribe, C/- Doreen Maeke, P.O. Box 1162, Honiara.

503/12

2018

4

16

D

See Application

ANY ENTRIES STRUCK THROUGH IN RED ARE NO LONGER SUBSISTING

MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT

This Memorandum of Understanding (MOU) is made the 16th day of April 2020

A. PARTIES TO THE MOU

Solomon Islands Water Authority (SIWA) trading as Solomon Water (SW), of P. O. Box

1407, Honiara, represented by the Chief Executive Officer (CEO) of the one part

AND

[REDACTED]

(Lessor) of the other part

B. WHEREAS:

1. The Solomon Islands Water Authority is intended to enter into respect agreements with [REDACTED] for acquiring and leasing portion of Land as shown on the Plan attached as Schedule "A" to this MOU
2. The Land intended for lease from [REDACTED] is measuring 10,669.95 m2 depicted on the attached map Schedule "A" as PLOT B
3. Solomon Water has agreed to lease from [REDACTED] on the terms and conditions therein set out in the respective agreements in the Lease Instruments executed.

TELEHA
LV
P.K

IT IS AGREED that in consideration of the premises, terms, covenants and stipulations herein contained, the Parties hereto hereby agree with each other as follows:

J

C. PURPOSE

4. The purpose of this MOU is to have an understanding between the parties herein that the signing of documents between the parties with incomplete Parcel numbers are documents for registration and are based on the anticipation that after the survey and mutation process of the portions of Land shown on the attached SCHEDULE "A", as PLOT B, the right and legal parcel number would then inserted on the space

provided in all the documents where thereafter SIWA will lodge the documents for registration purposes.

5. For avoidance of doubt, all the parties herein are certain of their rights and obligations under the respective agreements.

IN WITNESS WHEREOF the Parties have executed this MOU on the day and year first hereinbefore written.

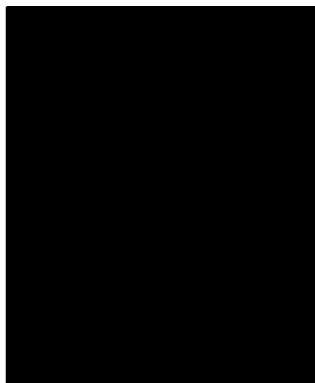
SIGNED ON BEHALF OF


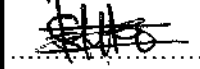
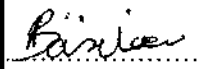


SOLOMON ISLANDS WATER AUTHORITY




IAN GOODEN

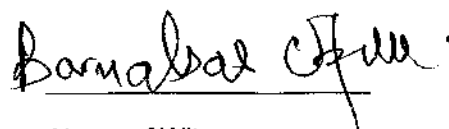
General Manager




.....

.....

.....

.....

.....

In the presence


RETHEL LAW FIRM
P.O. BOX 2401
HONIARA, SOLOMON ISLANDS
(Signature) **BARNABAS UPWE**
BARRISTER & SOLICITOR
COMMISSION FOR OATHS
CERTIFIED TO BE A TRUE COPY/LIKENESS



Name of Witness

DATE

11



SOLOMON ISLANDS
THE LAND AND TITLES ACT
(Cap. 93)

PARCEL NUMBERS

191-073-TRANSFER OF AN ESTATE OR LEASEPLEASE READ THE NOTES ON BACK PAGE BEFORE YOU WRITE ON THIS FORM

If words are underlined
cross out those you do
not need.

TRANSFER OF A PERPETUAL ESTATE/FIXED-TERM ESTATE/LEASE

Full name, occupation
and address.

Transferor: **All of Kakabona Village, North West Guadalcanal**

Full name, occupation

Transferee: **All Farmers**
C/- Michael Hanikouna
Kakabona Village,
North West Guadalcanal

Cross out if no payment.
Amount in words and
numbers.

1. The Transferor has received from the Transferee the sum
of NIL (\$ NIL),
being the consideration for this transfer.

2. The Transferor TRANSFERS to the Transferee the Transferor's
interest as registered owner in the
perpetual estate
fixed-term estate
lease

in parcel 191-073-
subject to the provisions of the Ordinance unless these are changed in the
Schedules to this Transfer.

Cross out if you do
not write anything
in the Schedules.

3. ~~The Transfer is also affected by any reservations, promises and other
matters written in the first Schedule and the rights, easements and other
matters written in the Second Schedule.~~

Cross out if Transferee
is one person, a
company or a registered
co-operative.

4. The Transferees hold the interest as
joint owner
owners in common in the following shares

Cross out unless
nothing or less than
the true value is paid.
Amount in words and
numbers.

5. The value of the interest transferred is estimated as
.....
..... (\$.....)

x TETEHA
Basilica
LV
P.K
Jae

x TETEHA
Basilica
LV P.K
Jae

x TETEHA
Basilica
LV
P.K
Jae

FIRST SCHEDULE
(See para. 3)

SECOND SCHEDULE
(See para. 3)

~~MT~~
+ RETENA
Basilia.
LV
P. K
Jae.
Q

DATED the _____ day of _____ 20

SIGNED BY THE TRANSFEROR) [Signature]
) [Signature]
) [Signature]

See Notes 2 & 9

In the presence of:

Signature of witness: [Signature]

Name and address of witness: Jae Godlyn
Konautai

Full names.

I CERTIFY that

Place and date.

appeared before me at Honara on the 16th day of April 2020 and I am satisfied about his/her/their identity he/she/they being identified to me by Jae Godlyn

Name and address of person identifying.

(or being well known to me and that he/she/they freely and voluntarily signed and appeared fully to understand this instrument.

BETHEL LAW FIRM
P.O. BOX 2441
HONIARA, SOLOMON ISLANDS
BARNABAS UPWE
 Seal or stamp of office or title of
 Authorised **BARRISTER & SOLICITOR** ☒
COMMISSION FOR OATHS ☒
CERTIFIED TO BE A TRUE COPY/LIKENESS ☒

Signature
 An Authorised Officer

See Notes 2 & 9

SIGNED BY THE TRANSFEREE)
) [Signature]
) [Signature]
) [Signature]

In the presence of:

Signature of witness: [Signature]

Name and address of witness: Jae Godlyn
Konautai

Full names.

I CERTIFY that

Place and date.

appeared before me at Honara on the 16th day of April 2020 and I am satisfied about his/her/their identity he/she/they being identified to me by Jae Godlyn

Name and address of person identifying.

(or) being well known to me and that he/she/they freely and voluntarily signed and appeared fully to understand this instrument.

BETHEL LAW FIRM
P.O. BOX 2441
HONIARA, SOLOMON ISLANDS
BARNABAS UPWE
 Seal or stamp of office or title of
 Authorised **BARRISTER & SOLICITOR** ☒
COMMISSION FOR OATHS ☒
CERTIFIED TO BE A TRUE COPY/LIKENESS ☒

Signature
 An Authorised Officer

NOTES

1. ALTERATIONS. Do not rub anything out or write over any words. If you make a mistake or want to change anything draw one line through it (so you can still read it) and write or type clearly above it the new words. Then everybody who signs the transfer should also sign again at the side near the alteration.
2. Signing by people at different times or places. If there is more than one Transferor (or Transferee) and they cannot all, get to the Authorised Officer at the same time you may need a separate signature page for them and the Authorised Officer to fill in. You can get these pages from the Land Registry. If they are used they must be stapled or fixed to this form and signed by everybody who signs the transfer.
3. Signing and Consents. The transferor and transferee must both sign. You may need the consent of other people and you can get Consent forms from the Land Registry.
4. Joint Owners. Solomon islanders who are joint owners must make a statutory declaration according to section 174(3) of the Act before a dealing can be registered. Trustees for a land holding group are joint owners but there are other examples. If you are registered as owner together with others then you should check with the Land Registry if you need to make a statutory declaration.
5. Owners in Common are usually partners or other people who own a definite share in the interest in land for themselves and not as trustees for other people.
6. Authorised Officers. All Magistrates, Lands Officers and Justices of the Peace are Authorised Officers but you can find the full list in Regulation 8 of the Land and Titles (General) Regulations at pages 3780 and 3781 of the Laws. In the British Commonwealth, Magistrates or Commissioners for Oaths, elsewhere Notaries Public or British Consular officials, may sign as Authorised Officers.
7. Restrictive Covenants made in this transfer will NOT affect people owning the interest after the Transferee. If you want these people to be affected you must use another form as well - (Form 15): see Part XIV of the Ordinance. One example of a restrictive covenant is a promise by the transferee that he will not put a trade store on the land.
8. Stamp Duty. Make sure you have paid the right amount of stamp duty and that the stamps have been properly cancelled under the Stamp Duties Act (Cap. 64).
9. Execution by Companies Page 3 of the Form should be changed by crossing out "Signed by the Transferor" (or Transferee), and "Signature of witness" and putting in their places the usual words for a company. No verification certificate is needed for a company.

REGISTERED at the Land Registry at hours this day
of 20


REGISTRAR OF TITLES

DECLARATION BY TRANSFERORS

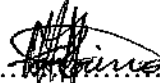
WE:

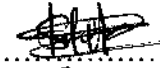


DO SOLEMNLY AND SINCERELY DECARE AS FOLLOWS:-

1. That we are the registered Joint owners of the Perpetual estate in parcel No(s) 191-073-
2. That we have signed a Transfer Instrument dated
To effect the Transfer of the Perpetual Estate in parcel number 191-073-

3. That we have consulted all the person beneficially interested in the land concerning the Lease and such persons are in favour of the transaction.

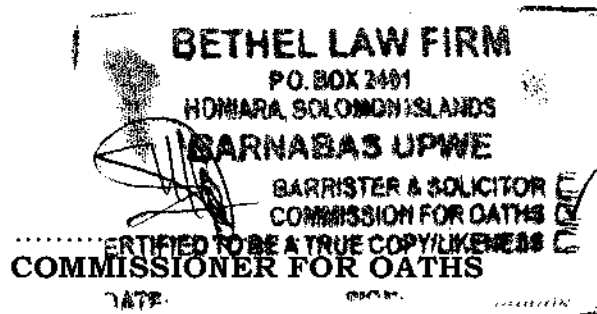
AND WE Made this Solemn Declaration conscientiously believing to be true and by virtue by the Statutory Declaration Act, 1835.

Declared at Honara this 16th April 2020) 

Day of April 2020) 

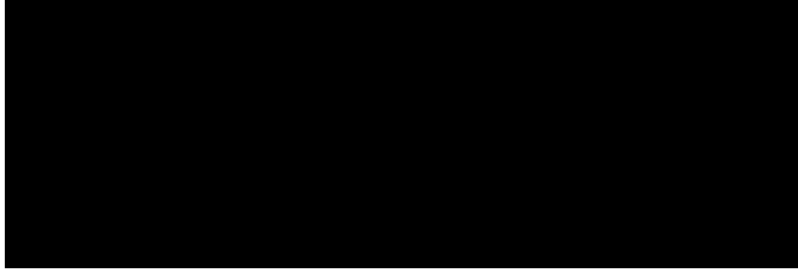
In the presence of

Bailis





DECLARATION BY TRANSFEREES


WE:

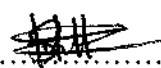


DO SOLEMNLY AND SINCERELY DECARE AS FOLLOWS:-

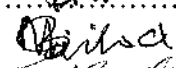


1. That we are to be registered, as Joint owners of the Perpetual estate in parcel No(s) 191-073-
2. All the beneficial interest in the said estate are to be held by 
 on behalf of our Tribe
3. We acknowledge that on registration of the Transfer Instrument, We shall hold title to the said estate as joint owners on behalf of our Tribe

AND WE Made this Solemn Declaration conscientiously believing to be true and by virtue by the Statutory Declaration Act, 1835.

Declared at Honiara this 16th 

Day of April 2020) 

In the presence of

BETHEL LAW FIRM
PO BOX 2401
HONIARA, SOLOMON ISLANDS
BARNABA UPWE
BARRISTER & SOLICITOR
COMMISSIONER FOR OATHS
CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL
DATE:

SOLOMON ISLANDS
THE LAND AND TITLES ACT
 (Cap. 93)

LEASE

(Sections 133 and 135)

PARCEL NUMBER

191-073-

(NOTE CAREFULLY THE NOTES IN THE MARGIN AND ON PAGE 4)

(a) Full name and

LESSOR (S): (a)

occupation or other
description.of: (b) **Kakabona, West Guadalcanal**

(b) Address.

LESSEE (S): (a) **Solomon Islands Water Authority**of (b) **P.O. Box 1407, Mataniko, Honiara, Solomon Islands**(c) Delete alternatives
inapplicable.1. The Lessor(s) is/are registered as the owner(s) of (c) the perpetual estate in ~~the fixed term estate in a~~
~~lease of~~ PARCEL NUMBER (d) **191-073-**(d) Registered Parcel
Number(e) Delete this clause
to premium if none2. (e) The Lessor(s) acknowledge(s) the receipt from the Lessee(s) of the sum of (f) **One Million**
dollars.(f) Amount in words
And figures

(\$ 1,000,000-00)

being the premium required for the grant of this LEASE.

(g) Registered Parcel
Number.(h) Delete whichever
of the phrases under-
lined is inapplicable3. The Lessor(s) HEREBY LEASE(S) to the Lessee(s)
 PARCEL NUMBER (g) **191-073-**(i) Insert "yearly"
"monthly" or as the
case may be.
~~that part of PARCEL NUMBER (g)~~
~~more particularly described in the First Schedule hereto (h)~~
 for the term of **Fifty (50)** years
 from the **First (1st)** day of **January** **2020**
(j) Amount in words
and figures.(k) Insert dates for
Payment.4. The Lessee(s) shall pay to the Lessor(s) the (i) **yearly** rent of (j) **Thirty thousand**
dollars only.

(\$ 30,000.00)

(l) The provisions of
Sections 136, 137141(5), 144 and
149 (1) of the
ordinance may be
varied or negative
by the express terms
of the lease.payable (k) **on the first day of January in each year in advance without demand beginning in 2020**
and revisable every Five (5) years with an increase of 15% of the annual rent(m) Delete if inappli-
cable.5. This LEASE is granted and accepted under and subject to the provisions of the Land and Titles Act and upon
 And subject to the rights, undertakings, agreements, conditions, covenants and stipulations set out in the Second
 Schedule hereto and to those implied by the said Act (l) except as otherwise expressly provided to the contrary in
 this instrument.(n) Delete this clause
if Lessee is a single
individual or corpora-
tion. If the clause is
not deleted either
"joint owners" or
"Owners in common"
etc. Must be deleted.
If "joint owners"
deleted, insert
details of undivided
shares.

6. (m) The rights and easements specified in the Third Schedule hereto are included in this LEASE.

7. (n) ~~The Lessee(s) declare that they hold this LEASE as joint owners/owners in common in the following~~
~~shares:~~

RULE UP ALL BLANK SPACES BEFORE SIGNING

TELEHA
Basilica
LV
P.K
T.M
D

TELEHA
Basilica
LV
P.K
T.M

T.M
D

TELEHA
Basilica
LV
P.K
T.M
D

(o) To be completed where there is no rent in monetary terms. otherwise delete.

(p) Delete the underlined phrase if clause 6 has been deleted

(q) Amount in words and figures

(r) To be completed Only if the Lease is in Respect of a part of The Parcel. The description must be Adequate for identification of the part and A survey plan which Meets the approval of The Crown Surveyor Will be required.

8. ~~(c)~~ The annual value of this Lease together ~~(p)~~ with the said rights and easements is hereby declared to be estimated as

(q) (\$).

FIRST SCHEDULE (r)

SECOND SCHEDULE
(Clause 5)



~~HA~~
TETEHA
Basilica
LV
P.K
T.M
2

~~HA~~
TETEHA
Basilica.
LV
P.K
T.M
2

THIRD SCHEDULE

(Clause 6)

1. The Property shall be leased subject to all rights of way, and overriding interests set out in sections 114 and 115 of the Land and Titles Act. _____

S.T. 
M.B.
P.K.
T.M. 

DATED at _____ this _____ day of _____

(s) In the case of execution by a corporation substitute in this part the usual form of words recording the affixing of its seal.

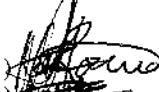


(s) SIGNED by the Lessor(s) _____

In the presence of: _____

Signature of Witness: _____

Name of Witness: _____

Address: _____

2020




Junior Malaha
Kogulai

(t) Delete the certificate where execution is by a corporation

(t) I Certify that the above-named _____

*Delete the underlined alternatives which are inapplicable

appeared before me at _____ this _____ day of _____ and I have satisfied myself as to his/her/their identity he/she/they being identified to me by (u) Junior Malaha

(u) Insert name and address of person identifying, if applicable.

(or) being well known to me* and that he*/she*/they* freely and voluntarily signed and appeared fully to understand this instrument.

BETHEL LAW FIRM

P.O. BOX 2401

HONARA, SOLOMON ISLANDS

BARNABAS UPWE

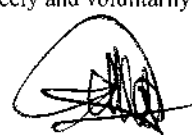
(Or if none)

Address

BARRISTER & SOLICITOR

COMMISSIONER FOR OATHS

CERTIFIED TO BE A TRUE COPY/LIKENESS



Signature and description of person completing verification Certificate

(p) An Authorised Officer

(p) If instrument executed in British Commonwealth certificate may be given by magistrate, notary public or commissioner for oaths. SEE ALSO NOTE 5 below for authorised officers.



(s) In the case of execution by a corporation substitute in this part the usual form of words recording the affixing of its seal.

(s) SIGNED by the Lessee(s)

) The Common Seal of Solomon Islands Water Authority
) is affixed hereto:
)

In the presence of:

Chairman: _____

Manager: _____

Signature of Witness: _____

Name of Witness: _____

Address: _____



(t) Delete the certificate where execution is by a corporation

(t) I Certify that the above-named _____

*Delete the underlined alternatives which are inapplicable

appeared before me at
day of

on this
20..... and I have satisfied myself as to his/her/their identity

he/she/they being identified to me by* (u)

(u) Insert name and address of person identifying, if applicable.

(or) being well known to me* and that he*/she/*they* freely and voluntarily signed and appeared fully to understand this instrument.

Seal or stamp of office or title of
(OR if none)
Address

Signature and description
of person completing verification
Certificate
(p) An Authorised Officer

(p) If instrument executed in British Commonwealth certificate may be given by magistrate, notary public or commissioner for oaths. SEE ALSO NOTE 5 below for authorised officers.

NOTES

1. Blank spaces. This form when completed should be ruled up so that no additions are possible
2. NO ALTERATIONS MAY BE MADE BY ERASURE. The words rejected should be ruled through (so that they are still legible) in ink and any words substituted typed or written in ink above them, alterations being verified by the signatures in the margin of the parties executing, the witnesses and the authorised officers, or noticed in the execution.
3. Execution by parties at different times or places. Separate sheets for execution, where the party of one part comprises more than one person, by individuals appearing before different authorised officers, are available if required from the Land Registry. If such sheets are used they must be bound to this form and authenticated as part of the instrument either by the sealing of the binding or by the parties so executing the instrument signing their names at the foot of each page of the instrument.
4. Execution and Consents. This instrument must be executed by the Lessor(s) and Lessee(s) and may require consents (for the purpose of which forms may be obtained from the Land Registry).
5. Authorised Officers. For a full list of authorised officers within and outside the Protectorate see regulation 8 of the Land and Titles (General) Regulations.

REGISTERED at the

Land Registry this

day of

20 , at

o'clock

Registrar of Titles

SECOND SCHEDULE

THIS LEASE AGREEMENT is made the 16th day of April 2020

BETWEEN

[REDACTED] Kakabona Village, North West Guadalcanal, Guadalcanal Province (the Lessor) of the one part

AND

SOLOMON ISLANDS WATER AUTHORITY (Trading as Solomon Water), of P. O. Box 1407, Mataniko, Honiara, Solomon Islands (the Lessee) of the other part

WHEREAS:

- A. The Lessor is the registered proprietor of the perpetual estate in parcel 191-073- , (hereinafter referred to as "the Land") situated at Kongulai, West Honiara
- B. The Lessor has agreed to Lease part of the Land to the Lessee upon and subject to the terms and conditions hereinafter set out.

IT IS AGREED between the parties that in consideration of the premises, terms, covenants and stipulations herein contained, the Parties hereto hereby agree with each other as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"Act" means the Land and Titles Act [Cap. 133] (as amended);

"Completion" means completion of the Premium for the Lease of Land in accordance with this Agreement;

"Completion Date" means the date of final payment of the lease premium or such other date as may be agreed in writing by the parties or fixed pursuant to the conditions of this Agreement;

"Deposit" means the sum of One Million Dollars (SBD 1,000,000-00) also comprising the premium in this lease agreement;

"Dollars" is the lawful currency for the time being of Solomon Islands;

"Parties" means the parties to this Agreement and "Party" means any party to this Agreement; and includes any Consents, MOU and any other instruments that are yet to be signed by both parties and

Handwritten signatures and initials:
T. M. Basilica
P. K.
T. M.
Q.
L.
[Signature]



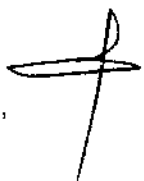
capable of registration to secure the transfer of title from the trustees to Solomon Islands Water Authority.

"Premium " means the lease consideration and bears the same meaning as deposit;

"Lease Rental" means the lease rental of Thirty Thousand Dollars, (SBD 30,000-00) payable to the Lessor on the first day of January each year beginning in 2020 and revisable every Five (5) years by an increase of 15% of the annual-rental

1.2 In this Agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include every gender;
- (c) references to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time;
- (d) references to this Agreement are references to this Agreement and Schedule of this agreement only.
- (e) references to Clauses, paragraphs and the Schedule are references to clauses and paragraphs of, and the Schedule to, this Agreement;
- (f) headings are inserted for convenience only and shall not affect the this Agreement;
- (g) references to any party to this Agreement shall include references to its respective successors and permitted assigns;
- (h) references to law shall include references to any Constitution provision, treaty, decree, convention, statute, act, regulation, rule, ordinance, subordinate legislation, rule of common law and of equity and judgment;
- (i) references to any statute are references to that statute and its subordinate legislation s as amended, consolidated, supplemented or replaced from time to time;
- (j) references to any judgment shall include references to any order, injunction, decree, determination or award of any court or tribunal;
- (k) references to any person shall include references to any individual, company, body corporate, association, partnership, firm, joint venture, trust, body politic and governmental agency; and


TCEHA
Basilia.
ZV
P.K
T.M



(l) references to time are references to Solomon Islands time.

2. REPRESENTATIONS AND WARRANTIES

2.1 The Lessor hereby represents and warrants to the Lessee that:

- (a) the Lessor is not under any legal disability which affects the Lessors' capacity to contract and to complete this Agreement;
- (b) the Lessor has free and unqualified capacity and power to contract and complete this Agreement;
- (c) there is no order of a court or other competent authority affecting the ability of the Lessor to complete this Agreement;
- (d) no order has been made which would operate as a charge or other encumbrance on the Land;
- (e) there is no unsatisfied judgment, order or writ of execution which affects the Land; and
- (f) the Lessor is the registered proprietor of the Land;

3. LEASE OF THE LAND

3.1 The Lessor shall lease the land to the Lessee for the total consideration stipulated herein and subject to the terms and conditions of this Agreement.

3.2 The Lease term is for fifty (50) years starting on the 1stth January 2020.




4. LEASE CONSIDERATION

4.1 The total consideration for this lease is One Million Dollars (SBD 1,000,000-00)

4.2 The Land Rent is Thirty Thousand Dollars, (SBD 30,000-00) yearly and shall be increased at the rate of 15% of the annual rental after every Five (5) years.

5. LEASE EXPIRY

5.1 The Lease shall be renewable at the expiry of the lease term subject to the terms and conditions agreeable to by the Lessor and the Lessee in writing.


TICHA
Basilia
ZV
D.K
T.M

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- 5.2 That at the expiry of the Lease term stated in clause 3.2 all improvements thereon, on the said land described in the second schedule (a) shall rightfully belong to the Lessee

6. PAYMENT OF THE TOTAL CONSIDERATION

- 6.1 The total consideration for this lease shall be payable in the following manner:

(a) by payment of the Premium of One Million Dollars (SBD 1,000,000-00) on the First Week of May after execution of this agreement;

(b) Out of the SBD\$1,000,000-00 Premium: –

(i) 60% shall be paid to Michael Hanikouna, Stanley Teteha and Mary Basilia for distribution to relatives and others

(ii) 40% shall be paid to Logino Vatohi and Peter Kutu for distribution to relatives and others

(c) The Lessor shall complete all the necessary documentation in favour of the Lessee capable of immediate registration of the lease and to produce the certified copy of the Lease title to the Lessee in accordance to clause 7.2(b).

(d) By payment of the annual rent of Thirty Thousand Dollars (SBD 30,000-00) payable in the first week of January in each year in advance without demand beginning in 2020.

(e) Out of the SBD\$30,000-00 Rental: –

(i) 50% shall be paid to [REDACTED] for distribution to relatives and others

(ii) 50% shall be paid to [REDACTED] for distribution to relatives and others

(f) Payment of 6.1 (d) for year 2020 as further broken down per 6.1 (e) will done together with 6.1(b) on the first week of May after execution of this agreement.

- 6.2 Every payment as outlined in clause 6.1 is hereby guaranteed by the Lessee

- 6.3 There shall be an increase of annual rent by 15 % of the annual rent after every five (5) years.

7. DEPOSIT

Handwritten signatures and names on the right margin:
TETEHA
Basilia
P.K
T.M
[Signature]
[Signature]

- 7.1 The Lessee shall pay the Deposit to the Lessor as stipulated in this Agreement.
- 7.2 Subject to the payment of the Deposit, the Lessor shall give to the Lessee;
- (a) vacant possession of the Land subjected to the resettlement Agreement with the Affected Persons currently settled on the Proposed Water Treatment Plant site
 - (b) a duly executed RT Form 4 Transfer and RT Form 9 Lease of the Land and other applicable required documents in favor of the Lessee capable of immediate registration in the Honiara Lands Registry free from encumbrances;

8. CONDITION

- 8.1 Notwithstanding clause 6.1 (c) hereof the Lessee at its absolute discretion may pay any annual rent ahead of any due date.
- 8.2 The Lessee shall use its best endeavors to procure fulfillment of the condition set out in Clause 6 in the manner of the payment set out therein.
- 8.3 In the event that the condition set out in Clause 6.1 is not satisfied or waived upon by the Completion Date, then either Party may by notice in writing to the other Party elect not to proceed with the lease of the Land.
- 8.4 Notwithstanding anything in this clause, the Lessee may elect to make full payment of the contract consideration (including any annual rental due under this agreement) on any date before the expiry of this lease.

Handwritten notes:
T.M.
Basilia.
Z.V.
P.X.
T.M.
(Signature)
b.

9. NOTICE TO COMPLETE

- 9.1 If for any reason the Lessee is unable to complete this Agreement on the Completion Date, then the Lessor may serve upon the Lessee a notice to complete.
- 9.2 The Parties shall complete this Agreement within five (5) Business Days from the date of service of a notice to complete. For this purpose, time shall be of the essence of the Agreement.

Handwritten signature

10. COMPLETION

- 10.1 Subject to Clause 6, Completion shall take place upon receipt of the payment as outlined in Clause 6.1 (a) on the Completion Date or at such other time and on such other date as may be agreed by the Parties in writing.

11. REQUISITIONS

- 11.1 The Lessee shall be entitled to deliver to the Lessor any requisitions or enquiries on or concerning the Lessor's title to the Land.

12. ERRORS OMISSIONS AND MISDESCRIPTION

- 12.1 No error, omission or misdescription herein or in any plan furnished or any statement made in the course of the negotiations leading to this Agreement shall invalidate or annul the lease but compensation shall be payable in such amount as the Lessee shall require for such error, omission or misdescription.

13. EASEMENTS, RIGHTS AND LIABILITIES

- 13.1 The Lessor warrants that he has disclosed to the Lessee the existence of all latent easements and liabilities and rights and privileges affecting the Land, of which the Lessee know or ought to know, other than the existence of those specifically disclosed to the Lessee at the date of this Agreement.

- 13.2 Without prejudice to the generality of Clause 12.1:

(a) the Lessee shall accept the lease of the Land with full notice of the actual state and condition of the Land and shall take it as it stands; and

(b) the Land shall be leased subject to all rights of way, and overriding interests set out in sections 114 and 115 of the Land and Titles Act.




14. IDENTITY AND BOUNDARIES

- 14.1 The Lessor shall produce such evidence as may be reasonably necessary to establish the identity and extent of the Land and shall be required to define exact boundaries, or the ownership of any fences, ditches, hedges or walls.

- 14.2 If reasonably required by the Lessee because of the insufficiency of the evidence produced under Clause 14.1 the Lessor shall provide and hand over on Completion a statutory declaration as to the relevant facts, in a form agreed by the Lessee.

15. APPORTIONMENT OF RATES, TAXES AND OUTGOINGS

- 15.1 All rates, taxes, charges and outgoings with respect to the Land shall be paid and discharged by the Lessor up to the Early Vacant Possession Date and from that date by the Lessee, such rates, taxes, charges and outgoings being apportioned and the Lessee shall


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thereafter punctually pay all rates, taxes, charges and outgoings charged upon the Land; provided that the Lessee is not hereby obliged to pay for any liability rate arising from the Lessor's ownership of the perpetual estate in the land.

16. LAND RISK OF THE LESSOR

- 16.1 The Land shall be at the risk of the Lessor until Early Vacant Possession Date when all liabilities from the Lessor's occupation shall be at the Lessee's risk.

17. TIME OF THE ESSENCE

- 17.1 Except as otherwise provided herein, time shall be deemed to be of the essence of this Agreement.

18. DEFAULT OF THE LESSOR

- 18.1 If the Lessor fails to deliver vacant possession upon Early Vacant Possession Date or otherwise fail to comply with any of the terms of this Agreement, then the Lessee in addition to any other rights which may be conferred upon it at law or in equity may:

- (a) affirm this Agreement and sue the Lessor for damages for breach of contract; or
- (b) affirm this Agreement and sue the Lessor for specific performance and damages in addition to or in lieu thereof; or
- (c) terminate this Agreement and sue the Lessor for damages, for breach of contract.

19. ASSURANCE AND INDEMNITY

- 19.1 The Lessee shall develop the land for Water Treatment Plant and other related works and activities.

20. NO MERGER

- 20.1 Notwithstanding Completion and notwithstanding the registration of the lease of the Land in favour of the Lessee, any condition or part thereof to which effect is not given by but is capable of taking effect after such Completion or registration shall remain in full force and effect.

21. COSTS

- 21.1 The Lessee shall bear the costs of and incidental to the preparation, execution and completion of this Agreement and the documents and transactions contemplated by this Agreement.


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22. STAMP DUTY AND REGISTRATION FEES

- 22.1 Any stamp duty, registration or other fees properly chargeable or payable on this Agreement, and in relation to any other documents, instruments or transactions contemplated hereby shall be borne by the Lessee.

23. NOTICES

- 23.1 All notices and other communications required by this Agreement to be in writing shall be delivered to the recipient by hand, email, pre-paid post or facsimile.

- 23.2 Without limiting any other means by which a Party may be able to prove that a notice or other communication has been received by the other Party, a notice or other communication shall be deemed to be duly received:-

- (a) If sent by hand or email when left at the address of the recipient;
- (b) If sent by pre-paid post, three (3) Business Days after the date of posting;
- (c) If sent by facsimile, upon receipt by the sender of an acknowledgment of transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile number;

PROVIDED THAT if a notice or other communication is served by hand or is received by facsimile on a day which is not a Business Day, or after 4.30 pm on any Business Day, such notice or other communication shall be deemed to be duly received by the recipient at 8.00 am on the first Business Day thereafter.

- 23.3 All notices and other communications shall be sent to the recipient at the address set out below as a Party may from time to time notify to the other in writing.

- (a) to the Lessor:

Address: Kakabona Village,
North West Guadalcanal
Guadalcanal Province
Solomon Islands

- (b) to the Lessee:

Address: P. O. Box 1407

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Mataniko
Honiara, Solomon Islands

24. AMENDMENT

- 24.1 This Agreement may be amended only by an instrument in writing signed by the Parties and registered at the Honiara Land Registry.

25. COUNTERPARTS

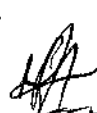

- 25.1 This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

26. FURTHER ASSURANCES

- 26.1 The Parties shall promptly do, execute and deliver or procure to be done, executed and delivered all such other and further acts, assurances, deeds, documents, instruments and things as may be necessary or desirable to give full effect to the provisions of this Agreement.
- 26.2 In the event the Lessee wishes to transfer the lease the lessor shall grant his consent and further the lessor shall be given the first right of refusal.

27. WARRANTY OF AUTHORITY

- 27.1 Each person executing this Agreement on behalf of a party hereto represents and warrants that he has been fully empowered by such Party to execute this Agreement and that all necessary action to authorise the execution of this Agreement by him has been taken by such Party.


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28. ACKNOWLEDGEMENT

- 28.1 Each Party hereby acknowledges that it has been given the opportunity to obtain independent legal advice in relation to the provisions and effect of this Agreement prior to its execution hereof.

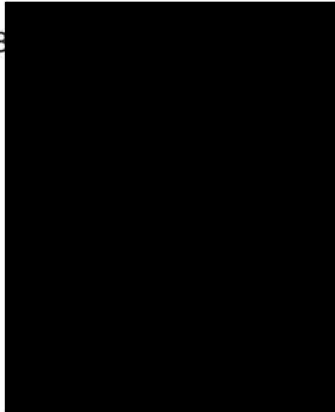
29. GOVERNING LAW AND JURISDICTION

- 29.1 This Agreement shall be governed by and construed in accordance with the laws of Solomon Islands and the Parties hereby submit to the exclusive jurisdiction of the courts of Solomon Islands.



IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year first hereinbefore written.

SIGNED BY



.....

.....
Bania.
.....
Vatogi
.....
Khuu
.....

In the presence of:

(Signature of Witness)

Junior Malaha

(Name of Witness)



BETHEL LAW FIRM
P.O. BOX 2481
HONIARA, SOLOMON ISLANDS
BARNABAS UPWE

(Signature of Witness) BARRISTER & SOLICITOR
COMMISSION FOR OATHS

Barnabas Upwe

(Name of Witness)

The Common Seal of Solomon Islands
Water Authority Was affixed hereto in the
Presence of:

) Chairman:

) General Manager:



DECLARATION BY LESSORS

WE: Michael Hanikouna- Farmer
Stanley Teteha -Self Employed
Mary Basilia - Farmer
Logino Vatohi - Pump Operator
Peter Kutu - Farmer
All C/- Michael Hanikouna, Kakabona Village,
North West Guadalcanal, Guadalcanal Province

DO SOLEMNLY AND SINCERELY DECARE AS FOLLOWS:-

1. That we are the registered Joint owners of the Perpetual estate in parcel No(s) 191-073-
2. That we have signed a Lease instrument dated
To effect the Lease of the Perpetual Estate to Solomon Island Water Authority
3. That we have consulted all the person beneficially interested in the land concerning the Lease and such persons are in favour of the transaction.

AND WE Made this Solemn Declaration conscientiously believing to be true and by virtue by the Statutory Declaration Act, 1835.

Declared at Howara this 16th May

Day of April 2020) [Signature]

In the presence of [Signature]

→ [Signature]
BETHEL LAW FIRM
P.O. BOX 244
HOWARA, SOLOMON ISLANDS
BARNABAS ORNE
BARRISTER & SOLICITOR
COMMISSIONER FOR OATHS
CERTIFIED TO BE A TRUE COPY/LIKENESS



HONIARA LAND REGISTRY

PERPETUAL ESTATE REGISTER

PARCEL NUMBER 191-073-4

PART A - PROPERTY SECTION

PARCEL NUMBER 191-073-4

EASEMENTS APPURTENANT ETC.

Edition
II

Location: WEST HONIARA

Previous Lands Department)

IR 9103

Reference or other description)

Area (approx.) : 55.62

ha. Survey/Deed No: WK 9956

Mutation Number: 4/98

Number of
pages in this
Register
2

Superseded Parcels: 191-074-9 & 191-073-1

Current Parcels: 191-074-10, 191-074-11 and 191-073-2 to 191-073-4

Entry
No

PART B - OWNERSHIP SECTION

Name, Description and Address of Owner
and Restrictions affecting Right of Disposition

1.

[REDACTED] all from
Kakabona Village, North West Guadalcanal, Guadalcanal Province,
as joint owners.

Application Number and Date of
Presentations
Number Y M D

1427/18 2018 12 4

Observations
(Nature of Instrument,
Consideration etc.)Transfer. Consideration
: Nil.Signature
of
Registrar

ANY ENTRIES STRUCK THROUGH IN RED ARE NO LONGER SUBSISTING

Lands 37

191-073-4

Entry No.	Nature of Incumbence	Application Number and Date of Presentations	Y	M	D	FURTHER PARTICULARS	Signature of Registrar	Surrenders, Cancellations etc.
1						<p>PC 191-033-4</p> <p>13304</p> <p>20</p> <p>April 2024</p> <p>W</p>		

ANY ENTRIES STRUCK THROUGH IN RED ARE NO LONGER SUBSISTING

Annex 1(b): Sales Agreement for Resettlement Land

CONTRACT FOR THE SALE OF LAND

- A. This Agreement is made the _____ day of _____ 2020
- B. The Vendor is [REDACTED] (hereinafter referred to as "the Vendor") of Wellington, New Zealand.
- C. The Purchaser is **SOLOMON ISLANDS WATER AUTHORITY** (hereinafter referred to as "the Purchaser") of P O Box 1407, Honiara.
- D. The particulars of the property sold are as follows:-
Address: Kongulai, Guadalcanal Province
Description: Parcel No. 191-074-10
Type of Holding: Perpetual Estate
Present use: Residential
- E. The property is sold as a perpetual estate.
- F. The property is sold free from encumbrances save as disclosed in the fixed term estate register and in this contract.
- G. The property is sold with vacant possession on completion.
- H. The purchase price is One Million Five Hundred Thousand Dollars (SBD1,500,000-00).
- I. The Purchaser shall pay the purchase price in full to the Vendor's designated bank account in New Zealand within 14 days of the Purchaser receiving the transfer signed by the Vendor in Honiara. The Purchaser agrees to hold the transfer to the Vendor's order until the purchase price has been received by the Vendor.
- J. The date for completion shall be within 14 days from the date the Purchaser receives the transfer signed by the Vendor and clause 8 hereof is complied with.

CONDITIONS OF SALE

1. REQUISITIONS ON TITLE

- 1.1 The Purchaser is not entitled to deliver to the Vendor requisitions or enquiries on or to the Vendor's title to the property.
- 1.2 The Vendor states that, except as disclosed in this contract, each of the following statements is accurate at the time the Vendor executes this contract:-

- a) the Vendor has free and unqualified capacity and power to contract and to complete this contract;
- b) the Vendor is not under any legal disability which affects the Vendor's capacity to contract and to complete this contract;

2. LIABILITY OF PURCHASER

The property hereby agreed to be sold shall be at the risk of the Purchaser from the date of completion.

3. PROPERTY ADVERSELY EFFECTED

Should it be established at the date of the contract:

- (a) the use of the property as described in Item D above or as otherwise notified by the Purchaser was not lawful under any town planning scheme;
- (b) a competent authority has issued a notice to treat or notice of intention to resume in respect of the whole or part of the land;
- (c) all necessary approvals for the construction of improvements on the land have not been obtained or having been obtained have not been complied with in all respects;
- (d) the land was affected by a proposal of any competent authority for the realignment, widening, resiting or altering of the then level or direction of any road abutting the land;

and any such facts were not disclosed to the Purchaser, the Purchaser may terminate this contract at any time prior to completion and any deposit shall be refunded to him.

4. INSPECTION OF RECORDS

The Vendor hereby authorises the Purchaser or his Solicitors to inspect all records relating to the property hereby sold and will if necessary sign the appropriate authority.

5. COSTS

The parties shall pay their own costs of and incidental to the sale and purchase of the property. Stamp duty shall be paid by the Purchaser.

6. MERGER

Notwithstanding the completion of this sale and purchase and notwithstanding the registration of the transfer in favour of the Purchaser any condition herein or any part or parts thereof to which effect is not given by such completion or registration and capable of taking effect after completion or registration shall remain in full force and effect.

7. TIME AND PLACE FOR COMPLETION

Completion shall take place at the offices of the Vendor's solicitor on the date referred to in Item J above. On completion the Vendor will deliver to the Purchaser a signed transfer in a form capable of immediate registration except as to stamping. The Purchaser will register the transfer in accordance with the provisions of the Land & Titles Act.

8. CONSENTS

This contract is subject to and conditional upon the Purchaser obtaining the written approval of the Central Bank of Solomon Islands to pay the Purchase Price to the Vendor's designated bank account in New Zealand.

9. OUTGOINGS

The Vendor shall pay or discharge all rates, taxes (including land rent) and other outgoings with respect to the property upto and including the date of completion.

10. TIME OF THE ESSENCE

Time shall in all cases and in every respect be deemed to be of the essence of this contract.

11 ACKNOWLEDGEMENT BY PURCHASER

The Purchaser acknowledges that:-

- a) it has inspected the property hereby agreed to be sold;
- b) it has made all the enquiries that a prudent and careful person will make before entering into this contract;
- c) it enters into this contract on the basis of its inspection and the enquiries it has carried out and relying on its own judgment; and
- d) it has not relied on, and does not rely on any representation or warranty of any nature made by or on its behalf by the Vendor other than those expressly set out in this contract.

12 ENTIRE AGREEMENT

This contract constitutes the entire agreement between the parties about its subject matter. In relation to that subject matter, this contract supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by or on behalf of a party.

13 NOTICES

Any notice required to be served upon a party or given to a party shall be in writing and shall be deemed to have been served or given:

- 13.1 as soon as the same is personally delivered to the parties address;
- 13.2 immediately, if transmission is effected by such electronic medium as the parties may from time to time agree to such place, number or code as a party may notify to the other by notice.

14 GOVERNING LAW

The contract is governed by the laws of Solomon Islands.

The Vendor hereby acknowledges having sold to the Purchaser and the Purchaser acknowledges having purchased from the Vendor the property hereinbefore described at the price and upon the terms and conditions herein contained and the parties agree to observe and fulfil their respective obligations under this contract.

Signed by the **Vendor**
in the presence of:

.....

.....
Witness

Signed on behalf of the **Purchaser**
in the presence of:

.....
Ian Gooden
General Manager

.....
Witness

Annex 1 (c): Inventory of Losses on WTP Site - for crops and trees

Agreements:

Resident's name	Crop compensation SBD	Loss of income SBC	Total
[REDACTED]	795.00	7,155.00	7,950.00
[REDACTED]	700.00	6,300.00	7,000.00
[REDACTED]	60.00	540.00	600.00
[REDACTED]	350.00	3,150.00	3,500.00
[REDACTED]	3,835.00	34,515.00	38,350.00
[REDACTED]	1,370.00	12,330	13,700
[REDACTED]	15.00	135.00	150.00
[REDACTED]	75.00	675.00	750.00

Crops Compensation Settlement Agreement

This agreement is made the 9th day of April 2020

Between

██████████ resident of Kongulai area on PLOT B (the User) and SIWA trading as Solomon Water (the recipient/Water Treatment Plant subproject proponent) that:-

1. ██████████ Crop Owner and Solomon Water agreed to the crop compensation amounted to SBD\$795-00 based on Ministry of Agriculture Crop ratings. And Loss of income assistance amounted to SBD\$7,155-00 calculated based on annual net product market value multiply by 3 years.
2. The project owner (Solomon Water) agreed to pay ██████████ the agreed Total crop compensation package amounted to SBD\$7,950-00 on the first week of May 2020.
3. The provisions of this agreement will come into force from the date of signing of this deed.
4. ██████████ will be given 14 days' notice to harvest his crops

Rogach

██████████ signature

Crop Owner

[Signature]
Signature of Solomon Water
Representative

Witnesses:

1. Bena

Pendra

(Signature, Name and Address)

Ian Gooden
General Manager
Solomon Water

Final Inventory of garden crops and fruit trees on Kongulai –site B

Date: 4th February 2020 (Cut of date as well)

██████████

Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
	Bilnut Trees	10	30	300
	Banana Trees	3	15	45
	Coconut Trees	3	150	450
Total Cost				\$795

Source: Agriculture Extension Officer (MoA&L)

Listing Confirmed by ██████████ 



Crops Compensation Settlement Agreement

This agreement is made the 9th day of April 2020

Between

Mrs [REDACTED] resident of Kongulai area on PLOT B (the User) and SIWA trading as Solomon Water (the recipient/Water Treatment Plant subproject proponent) that:-

1. [REDACTED] Crop Owner and Solomon Water agreed to the crop compensation amounted to SBD\$700-00 based on Ministry of Agriculture Crop ratings. And Loss of income assistance amounted to SBD\$6,300 calculated based on annual net product market value multiply by 3 years.
2. The project owner (Solomon Water) agreed to pay [REDACTED] the agreed Total crop compensation package amounted to SBD\$7,000-00 on the first week of May 2020.
3. The provisions of this agreement will come into force from the date of signing of this deed.
4. [REDACTED] will be given 14 days' notice to harvest [REDACTED] crops

Ma

[REDACTED] signature

Crop Owner

[Signature]
Signature of Solomon Water
Representative

Ian Gooden
General Manager
Solomon Water

Witnesses:

1. [Signature]

Kongulai

(Signature, Name and Address)

Final Inventory of garden crops and fruit trees on Kongulai –site B

Date: 4th February 2020 (Cut of date as well)



Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
	Cut Nut Trees	14	50	700
Total Cost				\$700

Source: Agriculture Extension Officer (MoA&L)

Listing Confirmed by  



Crops Compensation Settlement Agreement

This agreement is made the.....^{9th}.....day of^{April}..... 2020

Between

..... resident of Kongulai area on PLOT B (the User) and SIWA trading as Solomon Water (the recipient/Water Treatment Plant subproject proponent) that:-

1. Crop Owner and Solomon Water agreed to the crop compensation amounted to SBD\$60-00 based on Ministry of Agriculture Crop ratings. And Loss of income assistance amounted to SBD\$540 calculated based on annual net product market value multiply by 3 years.
2. The project owner (Solomon Water) agreed to pay Mr the agreed Total crop compensation package amounted to SBD\$600-00 on the first week of May 2020.
3. The provisions of this agreement will come into force from the date of signing of this deed.
4. will be given 14 days' notice to harvest
HIS crops



..... signature

Crop Owner



Signature of Solomon Water

Representative

Ian Gooden
General Manager
Solomon Water

Witnesses:

1.
.....
.....

(Signature, Name and Address)

Final Inventory of garden crops and fruit trees on Kongulai –site B

Date: 4th February 2020 (Cut of date as well)



Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
	Betel Nut Tree	10 <i>(Pipeline)</i>	30	300 <i>↓ SPL</i>
Matured price (Estimate)	Sego Palm	1	50	50
Young (Estimate)	<i>11</i>	11 <i>(Pipeline)</i>	25	275 <i>↓ SPL</i>
	Water Grass	1	10	10
Total Cost				\$635 <i>60</i> <i>↓ SPL</i>

Source: Agriculture Extension Officer (MoA&L)

Listing Confirmed by



[Signature]

[Handwritten mark]

Crops Compensation Settlement Agreement

This agreement is made the 9th day of April 2020

Between

[REDACTED] resident of Kongulai area on PLOT B (the User) and SIWA trading as Solomon Water (the recipient/Water Treatment Plant subproject proponent) that:-

- [REDACTED] Crop Owner and Solomon Water agreed to the crop compensation amounted to SBD\$350-00 based on Ministry of Agriculture Crop ratings. And Loss of income assistance amounted to SBD\$3,150 calculated based on annual net product market value multiply by 3 years.
2. The project owner (Solomon Water) agreed to pay [REDACTED] the agreed Total crop compensation package amounted to SBD\$3,500-00 on the first week of May 2020.
 3. The provisions of this agreement will come into force from the date of signing of this deed.
 4. [REDACTED] will be given 14 days' notice to harvest her crops.

[Signature]

For [REDACTED] signature
Crop Owner

[Signature]

Signature of Solomon Water
Representative

Witnesses:

1. [Signature]

2. Jae Kongulai

(Signature, Name and Address)

Ian Gooden
General Manager
Solomon Water

Final Inventory of garden crops and fruit trees on Kongulai –site B

Date: 4th February 2020 (Cut of date as well)



Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
	Coconut Tree	2	150	300
	Breadfruit	1	50	50
Total Cost				\$ 350

Source: Agriculture Extension Officer (MoA&L)

Listing Confirmed by



Crops Compensation Settlement Agreement

This agreement is made the 4th day of May 2020

Between

[REDACTED] resident of Kongulai area on PLOT B (the User) and SIWA trading as Solomon Water (the recipient/Water Treatment Plant subproject proponent) that:-

1. [REDACTED] Crop Owner and Solomon Water agreed to the crop compensation amounted to SBD\$3,835-00 based on Ministry of Agriculture Crop ratings. And Loss of income assistance amounted to SBD\$34,515-00 calculated based on annual net product market value multiply by 3 years.
2. The project owner (Solomon Water) agreed to pay [REDACTED] the agreed Total crop compensation package amounted to SBD\$38,350-00 on the first week of May 2020.
3. The provisions of this agreement will come into force from the date of signing of this deed.
4. [REDACTED] will be given 14 days' notice to harvest her crops.

[Signature]

signature

Crop Owner

[Signature]

Signature of Solomon Water

Representative

Witnesses:

1. [Signature]
2. [Signature]

(Signature, Name and Address)

Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
Now bearing fruits	Ngali Nut Tree	1	100	100
Now bearing fruits	Bread Fruit Tree	1	50	50
Now bearing fruits	Coconut Tree	10	150	1500
Not yet bearing fruit	Coconut Tree	3	75	225
Now bearing fruits	Cut Nut Tree	8	50	400
Now bearing fruits	Betel Nut Tree	52	30	1560
Total Cost				\$ 3,835

Source: Agriculture Extension Officer (MoA&L)

Listing Confirmed by [REDACTED] *Barham a.*

Crops Compensation Settlement Agreement

This agreement is made the 9th day of April 2020

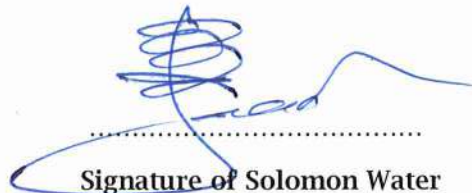
Between

Mis ANGELLA resident of Kongulai area on PLOT B (the User) and SIWA trading as Solomon Water (the recipient/Water Treatment Plant subproject proponent) that:-

1. ANGELLA Crop Owner and Solomon Water agreed to the crop compensation amounted to SBD\$1,370-00 based on Ministry of Agriculture Crop ratings. And Loss of income assistance amounted to SBD\$12,330-00 calculated based on annual net product market value multiply by 3 years.
2. The project owner (Solomon Water) agreed to pay Mr ANGELLA the agreed Total crop compensation package amounted to SBD\$13,700-n the, week of May 2020.
3. The provisions of this agreement will come into force from the date of signing of this deed.
4. ANGELLA will be given 14 days' notice to harvest her crops.


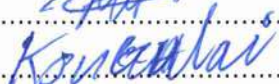


For ANGELLA signature
Crop Owner



Signature of Solomon Water
Representative

Witnesses:

1. 
2. 

(Signature, Name and Address)

Ian Gooden
General Manager
Solomon Water

Final Inventory of garden crops and fruit trees on Kongulai –site B

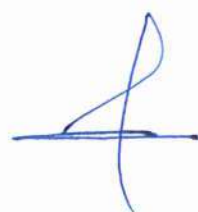
Date: 4th February 2020 (Cut of date as well)

Angella

Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
	Betel Nut Tree	36	30	1,080
	Ngali Nut Tree	2	100	200
	Water Grass	6 Pools	15	90
Total Cost				\$ 1,370

Source: Agriculture Extension Officer (MoA&L)

Listing Confirmed by Angella.....



Crops Compensation Settlement Agreement

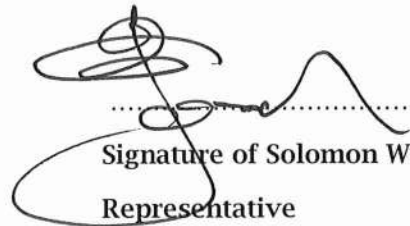
This agreement is made the 9th day of April 2020
Between

Mis HENISA resident of Kongulai area on PLOT B (the User) and SIWA trading as Solomon Water (the recipient/Water Treatment Plant subproject proponent) that:-

1. HENISA Crop Owner and Solomon Water agreed to the crop compensation amounted to SBD\$15-00 based on Ministry of Agriculture Crop ratings. And Loss of income assistance amounted to SBD\$135-00 calculated based on annual net product market value multiply by 3 years.
2. The project owner (Solomon Water) agreed to pay Mr HENISA the agreed Total crop compensation package amounted to SBD\$150-n the, week of May 2020.
3. The provisions of this agreement will come into force from the date of signing of this deed.
4. HENISA will be given 14 days' notice to harvest her crops.



For HENISA signature
Crop Owner


Signature of Solomon Water
Representative

Ian Gooden
General Manager
Solomon Water

Witnesses:

1. 
2. 

(Signature, Name and Address)

Final Inventory of garden crops and fruit trees on Kongulai –site B

Date: 4th February 2020 (Cut of date as well)



Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
Ready for Harvesting	Water Grass	1 Pool	15	15
Total Cost				\$ 15

Source: Agriculture Extension Officer (MoA&L)

Listing Confirmed by  



Crops Compensation Settlement Agreement

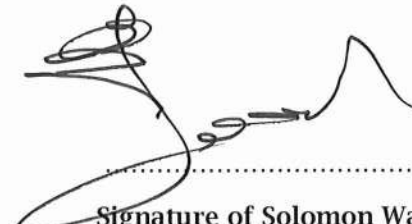
This agreement is made the 9th day of April 2020

Between

██████████ resident of Kongulai area on PLOT B (the User) and **SIWA trading as Solomon Water** (the recipient/Water Treatment Plant subproject proponent) that:-

1. ██████████ Crop Owner and **Solomon Water** agreed to the crop compensation amounted to SBD\$75-00 based on Ministry of Agriculture Crop ratings. And Loss of income assistance amounted to SBD\$675-00 calculated based on annual net product market value multiply by 3 years.
2. The project owner (Solomon Water) agreed to pay ██████████ the agreed Total crop compensation package amounted to SBD\$750-00-n the, week of May 2020.
3. The provisions of this agreement will come into force from the date of signing of this deed.
4. ██████████ will be given 14 days' notice to harvest her crops.

Kfensa
For ██████████ signature
Crop Owner


Signature of Solomon Water
Representative

Witnesses:

1. Tae Kongulai
(Signature, Name and Address)

Ian Gooden
General Manager
Solomon Water

Final Inventory of garden crops and fruit trees on Kongulai –site B

Date: 4th February 2020 (Cut of date as well)

Klerisa

Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
Ready for Harvesting (Estimate)	Water Grass	5 Pool	15	75
				\$ 75

Source: Agriculture Extension Officer (MoA&L)

Listing Confirmed by  *Klerisa*



Crops Compensation Settlement Agreement

This agreement is made the.....^{9th}.....day of^{April}..... 2020

Between

■■■■■ resident of Kongulai area on PLOT B (the User) and SIWA trading as Solomon Water (the recipient/Water Treatment Plant subproject proponent) that:-

1. ■■■■■ Crop Owner and Solomon Water agreed to the crop compensation amounted to SBD\$30-00 based on Ministry of Agriculture Crop ratings. And Loss of income assistance amounted to SBD\$270-00 calculated based on annual net product market value multiply by 3 years.
2. The project owner (Solomon Water) agreed to pay ■■■■■ the agreed Total crop compensation package amounted to SBD\$300-00-n the, week of May 2020.
3. The provisions of this agreement will come into force from the date of signing of this deed.
4. ■■■■■ will be given 14 days' notice to harvest her crops.

For ■■■■■ signature
Crop Owner

■■■■■
Signature of Solomon Water
Representative

Ian Gooden
General Manager
Solomon Water

Witnesses:

1. ■■■■■
Jae Kongulai

(Signature, Name and Address)

Final Inventory of garden crops and fruit trees on Kongulai –site B

Date: 4th February 2020 (Cut of date as well)

Betary

Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
Ready for Harvesting (Estimate)	Water Grass	2 Pool	15	30
Total Cost				\$ 30

Source: Agriculture Extension Officer (MoA&L)

Listing Confirmed by






Crops Compensation Settlement Agreement

This agreement is made the 9th day of April 2020


Between

██████ resident of Kongulai area on PLOT B (the User) and **SIWA trading as Solomon Water** (the recipient/Water Treatment Plant subproject proponent) that:-

1. ██████ Crop Owner and **Solomon Water** agreed to the crop compensation amounted to SBD\$30-00 based on Ministry of Agriculture Crop ratings. And Loss of income assistance amounted to SBD\$270-00 calculated based on annual net product market value multiply by 3 years.
2. The project owner (Solomon Water) agreed to pay Mr SERA the agreed Total crop compensation package amounted to **SBD\$300-00** in the week of **May 2020**.
3. The provisions of this agreement will come into force from the date of signing of this deed.
4. ██████ will be given 14 days' notice to harvest her crops.



For ██████ signature
Crop Owner



Signature of Solomon Water
Representative

Ian Gooden
General Manager
Solomon Water

Witnesses:

1. 
Jae Kongulai

(Signature, Name and Address)

Final Inventory of garden crops and fruit trees on Kongulai –site B

Date: 4th February 2020 (Cut of date as well)



Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
Ready for Harvesting (Estimate)	Water Grass	2 Pool	15	30
Total Cost				\$ 30

Source: Agriculture Extension Officer (MoA&L)

Listing Confirmed by  



Annex 1(d): Agreement Between Solomon Water and [REDACTED] for loss of house, crops, and future income from cocoa trees - compensation

D. AGREEMENT AND RESPONSIBILITIES UNDER THIS AGREEMENT

6. Off Site Agreement and Responsibilities

6.1 House Compensation

- a) [REDACTED] has chosen the relocation option of self-relocation instead of the project sponsored resettlement site for economic reasons including availability of replacement and social reasons. [REDACTED] and Solomon Water agreed that:
 - i. Solomon Water will provide [REDACTED] cash compensation equivalent to the replacement estimated value of the approved 2 bedroom house of SBD \$375,000
 - ii. [REDACTED] will dismantle any materials from her current existing house on site effective from the date of signing this Agreement till in receipt of the house, crop and loss of income assistance compensation.
 - iii. [REDACTED] will forfeit cost provision for water and power access
 - iv. Solomon Water will meet the cost of transport hiring for moving and transporting movable items from current settlement site to new resettlement site at Kakabona. Cost estimate is SBD\$600 per Load x 2 = SBD\$1,200-00 (3 -4 ton truck)

xl-v

MT

Q

4

6.6 Loss of Crop Compensation and Loss of Income Assistance

- a) Solomon Water will compensate [REDACTED] an amount of **SBD\$1,985-00** dollars being for Loss of Crops based on the final survey Crop listing calculated basing on the Ministry of Agriculture Crop Rates.
- b) Solomon Water will further compensate [REDACTED] an amount of **SBD\$17,865-00** dollars being for Loss of income assistance.

Annex 2(a): Easement Agreements for New Pipeline with Map

Annex 2(b): Draft Agreement for Crops/Fruit Trees cash compensation - Pipeline Route

Annex 2(c): Inventory of Losses of Crops/Fruit Trees - Pipeline Route

10

A. PARTIES TO THE AGREEMENT

AND

AND

B. WHEREAS:

- IT IS AGREED** that in consideration of the premises, terms, covenants and stipulations herein contained, the Parties hereto hereby agree with each other as follows:

C. PURPOSE

- [Handwritten signature]*

- c. Maintain ongoing cordial relationship between the parties

D. AGREEMENT UNDER THIS AGREEMENT

1 Pipe Line Works

- a) [REDACTED] is in supportive of the New Pipeline upgrading works and has therefore agreed with SOLOMON WATER for Pipeline works commencement on the part of Parcel number 191-066-56 marked AREA 3 covered an area of 62.753 sqm
- b) [REDACTED] is in supportive of the New Pipeline upgrading works and has therefore agreed with SOLOMON WATER for Pipeline works commencement on the part of Parcel number 191-066-56 marked AREA 3 covered an area of 62.753 sqm

2 Grant of Easement

- a) [REDACTED] and SOLOMON WATER have agreed for SOLOMON WATER to have a registered Grant of Easement over the AREA 3.
- c) SOLOMON WATER will pay a **one off** Grant of Easement payment for the part of Parcel number 191-066-56 marked AREA 3 covered an area of 62.753 sqm to [REDACTED] an amount of **Eight thousand One hundred and Fifty Eight dollars SBD (SBD\$8,158-00)** calculated at \$130-00 per sqm
- d) [REDACTED] has agreed with the Grant of Easement, that SOLOMON WATER will have a registered GRANT OF EASEMENT and payment over the AREA 3 with [REDACTED] only as the Title holder and that [REDACTED] and family members will not claimed any Grant of Easement Compensation

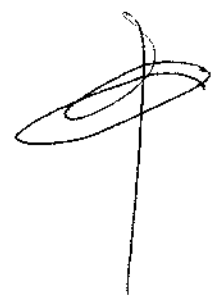
3Facilitation of Grant of Easement Registration

- a) [REDACTED] and Solomon Water agreed that Solomon water will be responsible for facilitating all applicable paper works leading up to the Grant of Easement Execution and Registration.
- b) [REDACTED] and Solomon Water agreed that Solomon water will be responsible for facilitating and meeting the cost of all applicable paper works leading up to the Grant of Easement Registration

4 Future Development

- a) [REDACTED], [REDACTED] and SOLOMON WATER agreed that SOLOMON WATER will not allow [REDACTED] nor [REDACTED] to do any development over AREA 3
- b) [REDACTED] and SOLOMON WATER agreed that AREA 3 to be left undeveloped to allow SIWA do its maintenance repair works as and when required in the future.

5 Payment



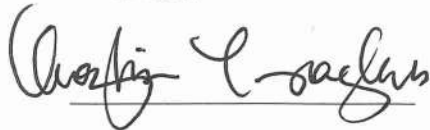
- a) [REDACTED] and SOLOMON WATER agreed that on signing of this Agreement Grant of Easement Payment will be raised and paid to [REDACTED] on the first week of May 2020

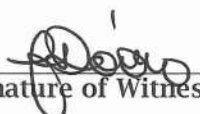
IN WITNESS WHEREOF the Parties have executed this Contract on the day and year first hereinbefore written.

SIGNED ON BEHALF OF
SOLOMON ISLANDS WATER AUTHORITY)


IAN GOODEN
General Manager

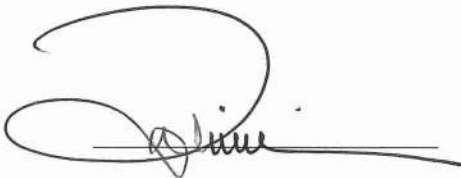
SIGNED BY [REDACTED])
In the presence of:


Charles C. Salinas


Signature of Witness)

FRANCES DOORO
(Name of Witness)

SIGNED BY NATHANIEL SALINI)
In the presence of:


Asnes Atkin


Signature of Witness)

Asnes Atkin
(Name of Witness)



Area5_3

Area4_ 93.464 m²

Area3_ 62.753 m²

Area2_ 70.296 m²

Area1_ 246.922



50 m

NEW PIPELINE EASEMENT AGREEMENT

This Agreement is made the 27th day of April 2020

A. PARTIES TO THE AGREEMENT

[REDACTED] of MHMS, P. O. Box 349, Honiara of the other part

AND

Solomon Islands Water Authority (SIWA) trading as Solomon Water (SOLOMON WATER), of P. O. Box 1407, Honiara, represented by the Chief Executive Officer (CEO) of the one part

B. WHEREAS:

- A. [REDACTED] is the registered proprietor over Part of perpetual estate in parcel 191-066-208, (hereinafter referred to as "the Land") situated at Tasahe/Kongulai, West Honiara
- B. SOLOMON ISLANDS WATER AUTHORITY (trading as Solomon Water) has an interest to have a registered GRANT OF EASEMENT over part of the Land over Parcel Number 191-066-208 and subject to the terms and conditions hereinafter set out.

IT IS AGREED that in consideration of the premises, terms, covenants and stipulations herein contained, the Parties hereto hereby agree with each other as follows:

C. PURPOSE

1. The purpose of this AGREEMENT is to establish the terms and conditions governing the interest of SOLOMON WATER doing pipe line upgrading works over part of the registered perpetual estate in parcel number 191-066-208 Known as AREA 4 on the Plan Attached and further SOLOMON WATER interest in having a registered GRANT OF EASEMENT over the part of the registered perpetual estate in parcel number 191-066-208
2. In particular this AGREEMENT is intended to:
 - a. Allow the subject site (AREA 4) cleared by the time required by SOLOMON WATER to proceed with the Pipeline works upgrading



- b. Allow access and approval for the authorized SIWA staff, vehicles, contractors and consultants to carry out Pipeline upgrading works
- c. Maintain ongoing cordial relationship between the parties

D. AGREEMENT UNDER THIS AGREEMENT

1 Pipe Line Works

- a) [REDACTED] is in supportive of the New Pipeline upgrading works and has therefore agreed with SOLOMON WATER for Pipeline works commencement on the part of Parcel number 191-066-208 marked AREA 4 covered an area of 93.464 sqm

2 Grant of Easement

- a) [REDACTED] and SOLOMON WATER have agreed for SOLOMON WATER to have a registered Grant of Easement over the AREA 4.
- b) [REDACTED] and SOLOMON WATER have agreed that Considering [REDACTED] development encroachment over part of the registered pipeline easement in respect of parcel 191-064-1 and further Solomon Water in saving the development encroachment resulted in the pipeline diversion, have agreed for no Easement compensation.

3 Facilitation of Grant of Easement Registration

- a) [REDACTED] and Solomon Water agreed that Solomon water will be responsible for facilitating all applicable paper works leading up to the Grant of Easement Execution and Registration.
- b) [REDACTED] and Solomon Water agreed that Solomon water will be responsible for facilitating and meeting the cost of all applicable paper works leading up to the Grant of Easement Registration

4 Future Development

- a) [REDACTED], and SOLOMON WATER agreed that SOLOMON WATER will not allow [REDACTED] to do any development over Easement AREA 4
- b) [REDACTED] and SOLOMON WATER agreed that Easement AREA 4 to be left undeveloped to allow SIWA do its maintenance repair works as and when required in the future.

IN WITNESS WHEREOF the Parties have executed this Contract on the day and year first hereinbefore written.

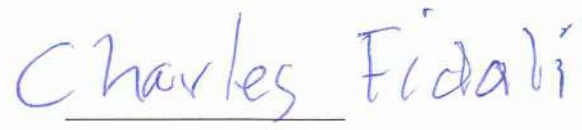


SIGNED ON BEHALF OF
SOLOMON ISLANDS WATER AUTHORITY)


.....
IAN GOODEN
General Manager

SIGNED BY [REDACTED])
In the presence of:


_____

Signature of Witness)

(Name of Witness)

Area5_3

Area4_93.664 m²

Area3_62.753 m²

Area2_70.296 m²

N

50 m

NEW PIPELINE EASEMENT AGREEMENT

This Agreement is made the 27th day of April 2020

A. PARTIES TO THE AGREEMENT

 C/- Alice Aot'ee, P. O. Box 1407, Honiara of the other part

AND

Solomon Islands Water Authority (SIWA) trading as Solomon Water (SOLOMON WATER), of P. O. Box 1407, Honiara, represented by the Chief Executive Officer (CEO) of the one part

B. WHEREAS:

- A. is the registered proprietor over Part of perpetual estate in parcel 191-066-209, (hereinafter referred to as "the Land") situated at Tasahe/Kongulai, West Honiara.
- B. SOLOMON ISLANDS WATER AUTHORITY (trading as Solomon Water) has an interest to have a registered GRANT OF EASEMENT over part of the Land over Parcel Number 191-066-209 and subject to the terms and conditions hereinafter set out.

IT IS AGREED that in consideration of the premises, terms, covenants and stipulations herein contained, the Parties hereto hereby agree with each other as follows:

C. PURPOSE

1. The purpose of this AGREEMENT is to establish the terms and conditions governing the interest of SOLOMON WATER doing pipe line upgrading works over part of the registered perpetual estate in parcel number 191-066-209 Known as AREA 5 on the Plan Attached and further SOLOMON WATER interest in having a registered GRANT OF EASEMENT over the part of the registered perpetual estate in parcel number 191-066-209
2. In particular this AGREEMENT is intended to:
 - a. Allow the subject site (AREA 5) cleared by the time required by SOLOMON WATER to proceed with the Pipeline works upgrading
 - b. Allow access and approval for the authorized SIWA staff, vehicles, contractors and consultants to carry out Pipeline upgrading works



- c. Maintain ongoing cordial relationship between the parties

D. AGREEMENT UNDER THIS AGREEMENT

1 Pipe Line Works

- a) [REDACTED] is in supportive of the New Pipeline upgrading works and has therefore agreed with SOLOMON WATER for Pipeline works commencement on the part of Parcel number 191-066-19 marked **AREA 5 covered an area of 3.966 sqm**

2 Grant of Easement

- a) [REDACTED] and SOLOMON WATER have agreed for SOLOMON WATER to have a registered Grant of Easement over the AREA 5.
- b) SOLOMON WATER will pay a **one off** Grant of Easement payment for the part of Parcel number 191-066-209 marked **AREA 5 covered an area of 3.966 sqm** to FRANK AOTE'E an amount of **Five hundred and Sixteen dollars SBD (SBD\$516-00) calculated at \$130-00 per sqm**

3 Facilitation of Grant of Easement Registration

- a) [REDACTED] and Solomon Water agreed that Solomon water will be responsible for facilitating all applicable paper works leading up to the Grant of Easement Execution and Registration.
- b) [REDACTED] and Solomon Water agreed that Solomon water will be responsible for facilitating and meeting the cost of all applicable paper works leading up to the Grant of Easement Registration

4 Future Development

- a) FRANK AOTE'E, and SOLOMON WATER agreed that SOLOMON WATER will not allow [REDACTED] to do any development over Easement AREA 5
- b) [REDACTED] and SOLOMON WATER agreed that Easement AREA 5 to be left undeveloped to allow SIWA do its maintenance repair works as and when required in the future.

5 Payment

- a) [REDACTED] and SOLOMON WATER agreed that on signing of this Agreement Grant of Easement Payment will be raised and paid to [REDACTED] on the first week of May 2020



IN WITNESS WHEREOF the Parties have executed this Contract on the day and year first hereinbefore written.

SIGNED ON BEHALF OF
SOLOMON ISLANDS WATER AUTHORITY)



.....
IAN GOODEN
General Manager

SIGNED BY )
In the presence of:

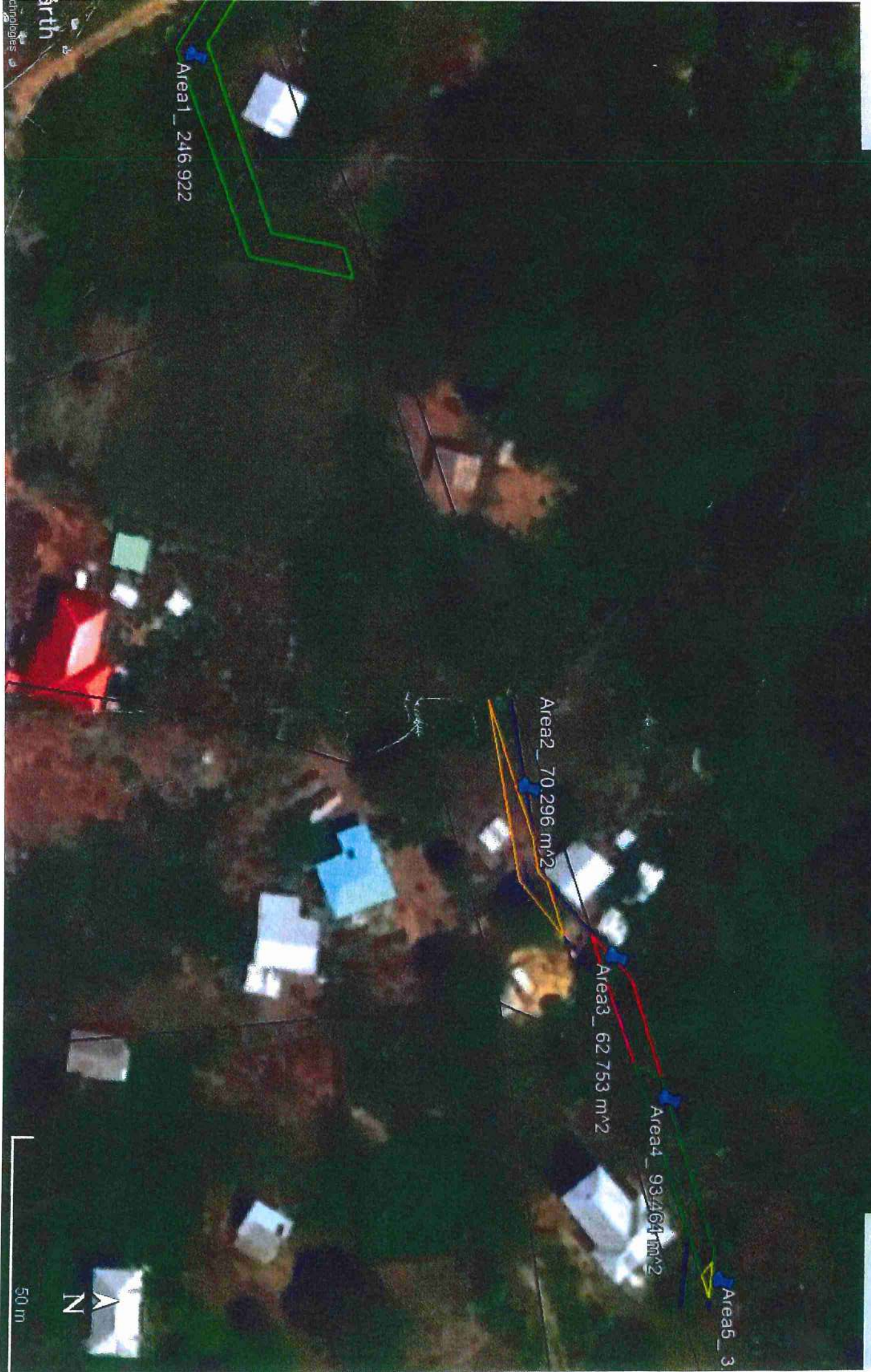




Signature of Witness)



(Name of Witness)



NEW PIPELINE UPGRADING EASEMENT AGREEMENT

This Agreement is made the 1st day of May 2020

A. PARTIES TO THE AGREEMENT

[REDACTED] P. O. Box 1737, Honiara of the other part

AND

Solomon Islands Water Authority (SIWA) trading as Solomon Water (SOLOMON WATER), of P. O. Box 1407, Honiara, represented by the Chief Executive Officer (CEO) of the one part

AND

[REDACTED] Tasahe/Kongulai, West Guadalcanal, of the other part

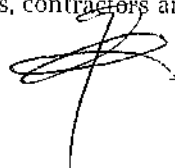
B. WHEREAS:

- A. [REDACTED] is the registered proprietor over Part of perpetual estate in parcel 191-066-56, (hereinafter referred to as "the Land") situated at Tasahe/Kongulai, West Honiara
- B. SOLOMON ISLANDS WATER AUTHORITY (trading as Solomon Water) has an interest to have a registered GRANT OF EASEMENT over part of the Land over Parcel Number 191-066-56 and subject to the terms and conditions hereinafter set out.
- C. [REDACTED] is the current occupant of the surrounding part of the part of parcel 191-066-56, (hereinafter referred to as "the Land") situated at Tasahe/Kongulai, West Honiara

IT IS AGREED that in consideration of the premises, terms, covenants and stipulations herein contained, the Parties hereto hereby agree with each other as follows:

C. PURPOSE


1. The purpose of this AGREEMENT is to establish the terms and conditions governing the interest of SOLOMON WATER doing pipe line upgrading works over part of the registered perpetual estate in parcel number 191-066-56 Known as AREA 3 on the Plan Attached and further SOLOMON WATER interest in having a registered GRANT OF EASEMENT over the part of the registered perpetual estate in parcel number 191-066-56
2. In particular this AGREEMENT is intended to:
 - a. Allow the subject site (AREA 3) cleared by the time required by SOLOMON WATER to proceed with the Pipeline works upgrading
 - b. Allow access and approval for the authorized SIWA staff, vehicles, contractors and consultants to carry out Pipeline upgrading works



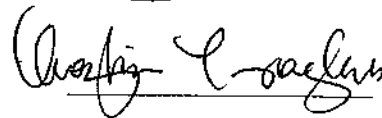
- a) [REDACTED] and SOLOMON WATER agreed that on signing of this Agreement Grant of Easement Payment will be raised and paid to [REDACTED] on the first week of May 2020

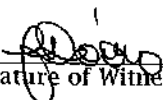
IN WITNESS WHEREOF the Parties have executed this Contract on the day and year first hereinbefore written.

SIGNED ON BEHALF OF
SOLOMON ISLANDS WATER AUTHORITY)


IAN GOODEN
General Manager

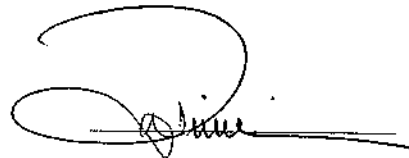
[REDACTED]
In the presence of:)




Signature of Witness)

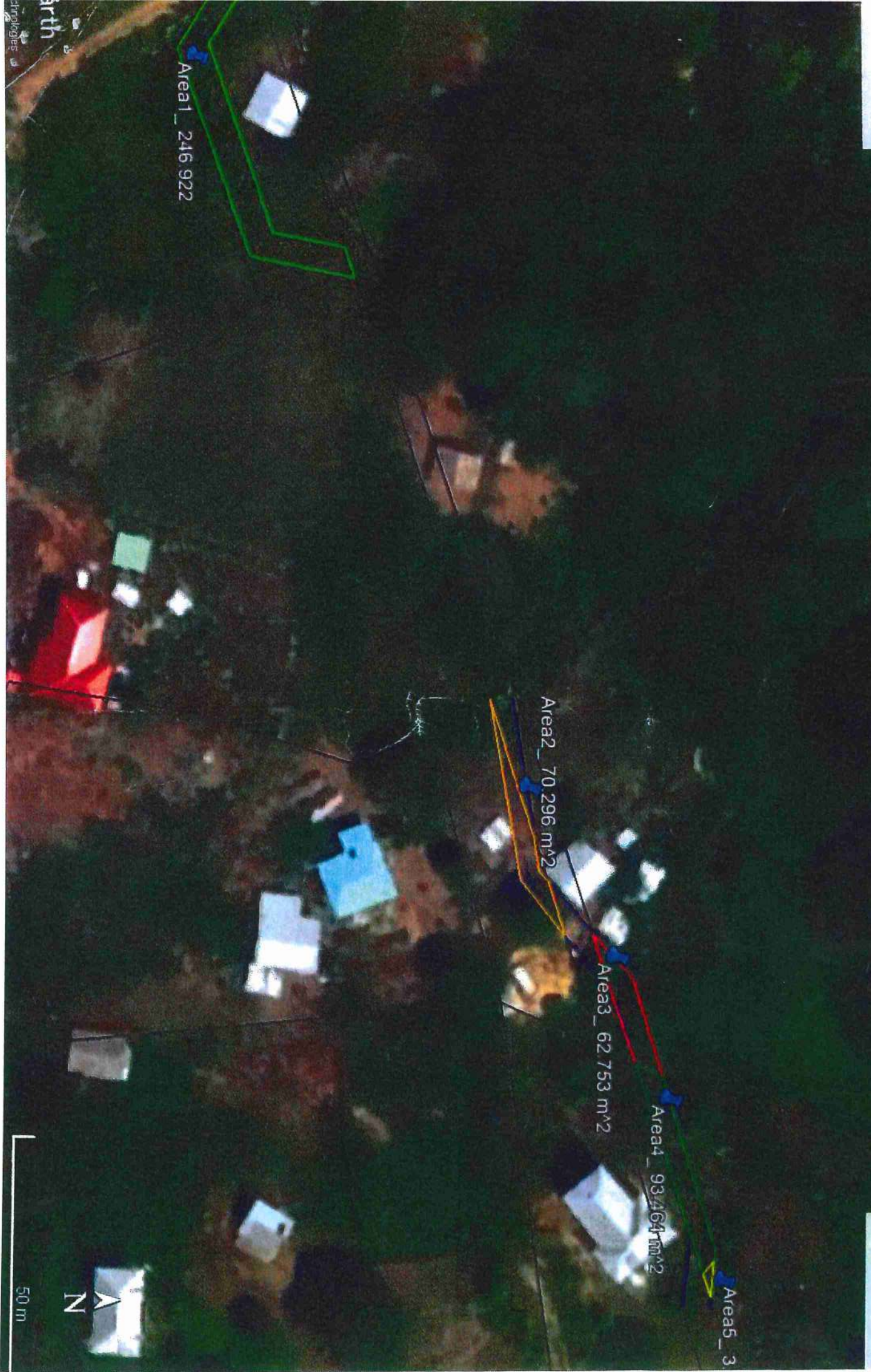
FRANCES DOORO
(Name of Witness)

[REDACTED]
In the presence of:)




Signature of Witness)

Asnes Atkin
(Name of Witness)



**Kongulai Pipeline Crops Compensation and Piggery House Relocation
Settlement Agreement (Pump Station to Tasahe Tank) - Parcel 191-064-1**

This agreement is made the 28th day of April 2020

Between

[REDACTED] resident of Kongulai/Tasahe area (the User) and **SIWA trading as Solomon Water** (the recipient- New Pipeline subproject proponent) that:-

1. **[REDACTED]** Crop Owner and SIWA trading as SOLOMON WATER agreed to the crop compensation amounted to **SBD\$1,640-00**. The agreed price is in accordance with the Ministry of Agriculture Crop ratings per final listing attached.
2. **[REDACTED]** Piggery House Owner and SIWA trading as SOLOMON WATER agreed to the Piggery House relocation assistance amounted to **SBD\$40,000-00**. The agreed price is based on mutual understanding discussed and agreed upon.
3. **[REDACTED]** assured and confirms SIWA trading as SOLOMON WATER that on the receipt of the Piggery House relocation assistance of SBD\$40,000-00, the Piggery House will be relocated within three (3) weeks thereafter, leaving the subject part of the registered pipeline lease of Parcel 191-064-1 fully cleared for New Pipeline upgrading works.
4. The project owner (SIWA trading as Solomon Water) agreed to pay Mr **[REDACTED]** the first agreed Crop compensation and 80% of the Piggery relocation assistance - amounted to **SBD\$33,640.00 on the second week of May 2020**. The rest of the 20% Piggery relocation assistance of \$8,000.00 will be paid upon successful relocation to the new site.
5. The provisions of this agreement will come into force from the date of signing of this deed.
6. **[REDACTED]** will be given 14 days' notice to harvest his crops



[REDACTED]
Crop and Pigger Owner



Signature of Solomon Water
Representative

Witnesses:

1. 
2. Jack Mono

(Signature, Name and Address)

Ian Gooden
General Manager
Solomon Water

KONGULAI NEW PIPELINE CROP OWNERS



Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
Now bearing fruits	Banana Tree	4	15	150
Not yet bearing fruits	"	8	10	80
Now bearing fruits	Coconut Tree	2	150	300
Not yet bearing fruits	"			
Now bearing fruits	Pawpaw Tree	1	20	20
Not yet bearing fruits	"			
Now bearing fruits	Cut Nut Tree	1	50	50
Not yet bearing fruits	"			
Now bearing fruits	Betel Nut Tree	13	30	390
Not yet bearing fruits	"			
Now bearing fruits	Sego Palm	3	50	150
Not yet bearing fruits	"			
Now bearing fruits	Pandanas Tree	1	20	20
Not yet bearing fruits	"			
Now bearing fruits	Kakama	30	12	360
Not yet bearing fruits	"			
Now bearing fruits	Casava	70	10	70
Not yet bearing fruits	"			
Now bearing fruits	Kepok	1	50	50
Not yet bearing fruits	"			
Total				\$1,640

Notes: Listing confirmed and signed off by Jerry: 

Crop rates based on Ministry of Agriculture ratings



Pipeline Crops Compensation Settlement Agreement

This agreement is made the 9th day of April 2020

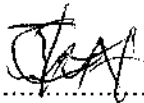
Between

██████████ resident of Kongulai/Tasahe area (the User) and SIWA trading as Solomon Water (the recipient- New Pipeline subproject proponent) that:-

██████████ Crop Owner and SIWA trading as SOLOMON WATER agreed to the crop compensation amounted to **SBD\$680-00**. The agreed price is in accordance with the Ministry of Agriculture Crop ratings.

2. The project owner (Solomon Water) agreed to pay ██████████ the agreed price per Final signed listing attached on the first week of May 2020.
3. The provisions of this agreement will come into force from the date of signing of this deed.

██████████ will be given 14 days' notice to harvest his crops



██████████
Crop Owner



Signature of Solomon Water
Representative

Ian Gooden
General Manager
Solomon Water

Witnesses:


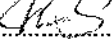
1. HN

2. NELSON

(Signature, Name and Address)

KONGULAI NEW PIPELINE CROP OWNERS

Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
	Alite	2	50	100
	Coconut	2	150	300
	Mango	4	50	200
	Pawpaw	4	20	80
Total				\$680

Notes: Listing confirmed and signed off by  

Crop rates based on Ministry of Agriculture ratings



Pipeline Crops Compensation Settlement Agreement

This agreement is made the 9th day of April 2020
Between

[Redacted] resident of Kongulai/Tasahe area (the User) and SIWA trading as Solomon Water (the recipient- New Pipeline subproject proponent) that:-

1. ANGELA Crop Owner and SIWA trading as SOLOMON WATER agreed to the crop compensation amounted to SBD\$2,500 -00. The agreed price is in accordance with the Ministry of Agriculture Crop ratings.
2. The project owner (Solomon Water) agreed to pay Miss ANGELA the agreed price per Final signed listing attached on the first week of May 2020.
3. The provisions of this agreement will come into force from the date of signing of this deed.
4. ANGELA will be given 14 days' notice to harvest her crops



FC: Name and signature of Crop Owner



Signature of Solomon Water
Representative

Witnesses:

1. 
2. 
Kongulai


(Signature, Name and Address)

Ian Gooden
General Manager
Solomon Water


KONGULAI NEW PIPELINE CROP OWNERS

3 Angela

Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
Now bearing fruits	Banana	100	15	1500
Not yet bearing fruits	"			
Now bearing fruits	Kumara Vine	100	10	1000
Not yet bearing fruits	"			
Total				\$2,500

Notes: Listing confirmed and signed off by Angela: 

Crop rates based on Ministry of Agriculture ratings



Pipeline Crops Compensation Settlement Agreement

This agreement is made the 4th day of May 2020

Between

Miss MELISA Lauhana resident of Kongulai/Tasahe area (the User) and SIWA trading as Solomon Water (the recipient- New Pipeline subproject proponent) that:-

1. MELISA Lauhana Crop Owner and SIWA trading as SOLOMON WATER agreed to the crop compensation amounted to SBD\$11,045.00. The agreed price is in accordance with the Ministry of Agriculture Crop ratings.
2. The project owner (Solomon Water) agreed to pay Mr. MELISA Lauhana the agreed price per Final signed listing attached on the Second week of May 2020.
3. The provisions of this agreement will come into force from the date of signing of this deed.
4. MELISA Lauhana will be given 14 days' notice to harvest her crops

MELISA Lauhana

MELISA Lauhana

Crop Owner

[Signature]

Signature of Solomon Water

Representative

Witnesses:

1. [Signature]

2. [Signature]

(Signature, Name and Address)

KONGULAI NEW PIPELINE CROP OWNERS

4 Melisa Lauhana

Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
Now bearing fruits	Banana	77 66 Lauhana	15	990
Not yet bearing fruits		341 264 Lauhana	10	3,960
Now bearing fruits	Savu savu	200	15	3,000
Not yet bearing fruits				
Now bearing fruits	Sugarcane	20	2	40
Not yet bearing fruits		40	1	40
Now bearing fruits	Kumara Mount	293	10	2,930
Not yet bearing fruits				
Now bearing fruits	Guava			
Not yet bearing fruits		3	15	45
Now bearing fruits	Pawpaw	1	20	20
Not yet bearing fruits				
Now bearing fruits	Apple	1	50	45 Lauhana
Not yet bearing fruits				
Now bearing fruits	Pineapple	2	10	20
Not yet bearing fruits				
Now bearing fruits				
Not yet bearing fruits				11,045 Lauhana
Total				\$ 11,045

Notes: Listing confirmed and signed off by Melisa Lauhana: Lauhana

Crop rates based on Ministry of Agriculture ratings

Pipeline Crops Compensation Settlement Agreement

This agreement is made the 9th.....day of April..... 2020

Between

██████████ resident of Kongulai/Tasahe area (the User) and SIWA trading as Solomon Water (the recipient- New Pipeline subproject proponent) that:-

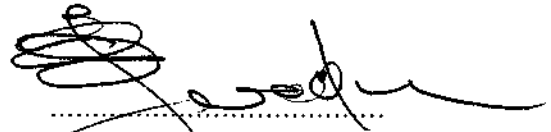
██████████ Crop Owner and SIWA trading as SOLOMON WATER agreed to the crop compensation amounted to SBD\$2,888-00. The agreed price is in accordance with the Ministry of Agriculture Crop ratings.

2. The project owner (Solomon Water) agreed to pay ██████████ the agreed price per Final signed listing attached on the first week of May 2020.
3. The provisions of this agreement will come into force from the date of signing of this deed.

██████████ will be given 14 days' notice to harvest his crops



██████████
Crop Owner



Signature of Solomon Water
Representative

Ian Gooden
General Manager
Solomon Water

Witnesses:

1. Peteri
2. LOQUINO KONGULAI

(Signature, Name and Address)

KONGULAI NEW PIPELINE CROP OWNERS

5 Poro

Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
Now bearing fruits	Banana	26	15	390
Not yet bearing fruits		56	10	560
Now bearing fruits	Casava	20	10	200
Not yet bearing fruits				
Now bearing fruits	Betel Nut	10	30	300
Not yet bearing fruits				
Now bearing fruits	Betel Nut Vine	4	40	160
Not yet bearing fruits				
Now bearing fruits	Sugarcane	4	2	8
fruits Not yet bearing fruits				
Now bearing fruits	Pawpaw	1	20	20
fruits Not yet bearing fruits				
Now bearing fruits	Sego Palm			
fruits Not yet bearing fruits		25	50	1250
Total				\$2,888

Notes: Listing confirmed and signed off by Poro: 

Crop rates based on Ministry of Agriculture ratings



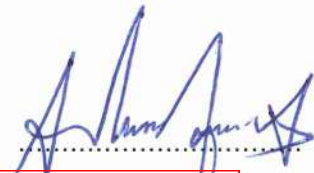
Pipeline Crops Compensation Settlement Agreement

This agreement is made the 27th day of April 2020

Between

MR FRANK AOTE'E resident of Kongulai/Tasahe area (the User) and **SIWA trading as Solomon Water** (the recipient- New Pipeline subproject proponent) that:-

1. **FRANK AOTE'E** Crop Owner and SIWA trading as SOLOMON WATER agreed to the crop compensation amounted to **SBD\$1,500-00**. The agreed price is in accordance with the Ministry of Agriculture Crop ratings.
2. The project owner (Solomon Water) agreed to pay **Miss FRANK AOTE'E** the agreed price per Final signed listing attached on the first week of May 2020.
3. The provisions of this agreement will come into force from the date of signing of this deed.
4. **FRANK AOTE'E** will be given 14 days' notice to harvest his crops



FRANK AOTE'E



Crop Owner



Signature of Solomon Water
Representative

Ian Gooden
General Manager
Solomon Water

Witnesses:

1. 
2.  Jack Mono

(Signature, Name and Address)


KONGULAI NEW PIPELINE CROP OWNERS

6 Frank Aoteé

Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
Now bearing fruits	Betel Nut	20	30	600
Not yet bearing fruits	"	-		
Now bearing fruits	Betel Nut Vine	5	30	150
Not yet bearing fruits				
Now bearing fruits	Banana	50	15	750
Not yet bearing fruits	"	-		
Total				\$1,500

Notes: Listing confirmed and signed off by Frank Aote'e: 

Crop rates based on Ministry of Agriculture ratings



Pipeline Crops Compensation Settlement Agreement

This agreement is made the 27th day of April 2020

Between

Mrs **LINDA NAHO** resident of Kongulai/Tasahe (the Title Holder) and SIWA trading as Solomon Water (the recipient- New Pipeline subproject proponent) that:-

1. **LINDA NAHO** Crop Owner and SIWA trading as SOLOMON WATER agreed to the crop compensation amounted to SBD\$545 -00. The agreed price is in accordance with the Ministry of Agriculture Crop ratings.
2. The project owner (Solomon Water) agreed to pay Mrs **LINDA NAHO** the agreed price per Final signed listing attached on the first week of May 2020.
3. The provisions of this agreement will come into force from the date of signing of this deed.
4. **LINDA NAHO** will be given 14 days' notice to harvest her crops

hato

Name and signature of Crop Owner

[Signature]
Signature of Solomon Water
Representative

Witnesses:

1. [Signature]
2. Charles Fidali

(Signature, Name and Address)

Ian Gooden
General Manager
Solomon Water

KONGULAI NEW PIPELINE CROP OWNERS

7 **Linda Naho**

Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
Now bearing fruits	Betel Nut Tree			
Not yet bearing fruit	"	4	30	120
Now bearing fruits	Kabarai Tree			
Not yet bearing fruit	"	1	50	50
Now bearing fruits	Mango Tree			
Not yet bearing fruit	"	1	50	50
Now bearing fruits	Banana Tree			
Not yet bearing fruit	"	7	15	105
Now bearing fruits	Guava	3	30	90
Not yet bearing fruit	"			
Now bearing fruits	Lemon			
Not yet bearing fruit	"	1	30	30
Now bearing fruits	Sego Palm			
Not yet bearing fruit	"	1	50	50
Now bearing fruits	Cut Nut			
Not yet bearing fruit	"	1	50	50
Total				\$545

Notes: Listing confirmed and signed off by **Linda Naho**.....*hals*

Crop rates based on Ministry of Agriculture ratings

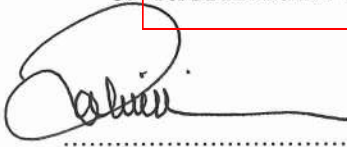
Kongulai Pipe Line (Pump Station to Tasahe Tank) Crop, Kitchen and Post Compensation Settlement Agreement

This agreement is made the.....^{6th}.....day ofMay..... 2020

Between

MR NATHANIEL SALINI resident of Kongulai/Tasahe area (the User) and SIWA trading as Solomon Water (the recipient- New Pipeline subproject proponent) that:-

1. **NATHANIEL SALINI** Crop Owner and SIWA trading as SOLOMON WATER agreed to the crop compensation amounted to **SBD\$130-00**. The agreed price is in accordance with the Ministry of Agriculture Crop ratings per final listing attached
2. **NATHANIEL SALINI** Kitchen owner and on behalf of Post Owner **Kevin** and SIWA trading as SOLOMON WATER agreed to the Kitchen House relocation assistance amounted to **SBD\$4,800-00** and Post removal amounted to **SBD\$18,400-00**. The agreed price is based on Solomon Water Building Assessment and further based on mutual understanding discussed and agreed upon
3. **NATHANIEL SALINI** assured and confirms SIWA trading as SOLOMON WATER that on receipt of the 80% of the Kitchen and Post removal assistance of **SBD\$18,560-00**, the Kitchen and Posts will be removed within three (3) weeks thereafter, leaving the subject part fully cleared for New Pipeline upgrading works.
4. The project owner (SIWA trading as Solomon Water) agreed to pay Mr. **NATHANIEL SALINI** the agreed Crop compensation of **\$130-00** and 80% of the Kitchen and Post removal assistance -amounted to **SBD \$18,560-00 on the Second week of May 2020**.
5. The provisions of this agreement will come into force from the date of signing of this deed.
6. **NATHANIEL SALINI** will be given 14 days' notice to harvest his crops



Nathaniel Salini


Crop and Kitchen Owner &

On behalf of Post Owner



Signature of Solomon Water Representative

Witnesses:

1. 
.....
Aenes Alkin.....

(Signature, Name and Address)

Nathaniel Salini- Pipeline Crop compensation

Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
Now bearing fruits	Cassava	5	10	50
Not yet bearing fruits	""			
Now bearing fruits	Pawpaw	4	20	80
Not yet bearing fruits	"			
Total				130

Notes: Listing confirmed and signed off by Nathaniel Salini: 

Crop rates based on Ministry of Agriculture ratings

Pipeline Crops Compensation Settlement Agreement

This agreement is made the 30th day of April 2020

Between

Miss ASHLEY JOHN resident of Kongulai/Tasahe area (the User) and **SIWA trading as Solomon Water** (the recipient- New Pipeline subproject proponent) that:-

1. **ASHLEY JOHN** Crop Owner and SIWA trading as SOLOMON WATER agreed to the crop compensation amounted to **SBD\$1,980-00**. The agreed price is in accordance with the Ministry of Agriculture Crop ratings.
2. The project owner (Solomon Water) agreed to pay Mr. **ASHLEY JOHN** the agreed price per Final signed listing attached on the Second week of May 2020.
3. The provisions of this agreement will come into force from the date of signing of this deed.
4. **ASHLEY JOHN** will be given 14 days' notice to harvest her crops

Ashley John

Ashley John

Crop Owner

[Signature]
Signature of Solomon Water
Representative

Ian Gooden
General Manager
Solomon Water

Witnesses:

1. [Signature]

2. Jack Mono

(Signature, Name and Address)

Annex 3: Affected People (Land and Non-Land Assets)

Annex 3 Affected People (Land and Non-Land Assets)

CHARACTERISTICS OF AFFECTED PEOPLE: WTP, NEW PIPELINE AND RESETTLEMENT LAND										
Affected Persons (Land Asset) - WTP										
Title No.	Size of land (m2)	Proposed Works	Status of Land Ownership	Site	Required Land Size (sq m)	Landowner/User	Gender	Agreement Type	Payment Type	Agreement Status
191-071-4	510,780	Construction of new treatment plants	Private-Perpetual Estate	Kongulai	671.51			Lease	Premium one off and annual land rent	Executed
191-073-4	556,200				10,669.95					
191-066-138,149					992.73					
191-074-40	2547.4				1,898.23					
191-074-42					649.19					
Total Land Required					14,881.61					
Affected Persons (Land Assets) -Resettlement Land										
191-074-10	14000	Construction of Replacement houses	Private - Perpetual Estate	Kongulai	14,000			Out right	Outright purchase	Ready to execute
Total Land Required					14,000					
Affected Persons (Land Assets) -PIPELINE - Land EASEMENT										
191-066-208		New Pipeline	Private -PE Owner	Tasahe/ Kongulai	41			Easement MOU	One off payment	Executed
191-066-209					41					
191-066-56	59123				44.643					
191-066-55					71.049					
191-066-55					254.755					
Total Land Required					452.447					

Affected Persons (Non Land Assets) -DP -WTP-House Replacement										
Title No.	Size of This Land (sqm)	Proposed Works	Status of Land Ownership	Site	Landowner/User	Gender	NO of Family	Aggrement Type	Payment Type	Agreement Status
191-073-4	510,780	Construction of new treatment plants	Private-Perpetual Estate Owned by ██████████ ██████████ ██████████ ██████████ ██████████	Kongulai	██████████ (User/Claimed Land Owner as member of tribe)	██████	11	Resettlment MOU -on site	House Replacement	Executed
					██████████ (User/Claimed Land Owner as member of tribe)	██████	1			
					██████████ (User/Claimed Land Owner as member of tribe)	██████	7			
					██████████ (User/Claimed Land Owner as member of tribe)	██████	1			
					██████████ (User/Claimed Land Owner as member of tribe)	██████	5			
					██████████ (User/Claimed Land Owner as member of tribe)	██████	4			
					██████████ (User/Claimed Land Owner as member of tribe)	██████	12	Resettlement MOU -off site	Cash Compensation	Executed
					██████████ (User/Claimed Land Owner as member of tribe)	██████				
Total - 8 Affected Households (AP's 41 - land users, 20 male & 21 female)							41			

Affected Persons (Non Land Assets) - WTP (Crops ONLY)											
Title No.	Size of Land (m2)	Proposed Works	Status of Land Ownership	Site	Landowner/User	Gender	Agreement Type	Payment Type	Agreement Status		
19-073-4	510780	Construction of WTP	Private-Perpetual Estate Owned by [REDACTED]	Kongulai	[REDACTED]	[REDACTED]	Part of Resettlement MOU	One off payment	Executed		
					[REDACTED]	[REDACTED]					
					[REDACTED]	[REDACTED]					
					[REDACTED]	[REDACTED]					
					[REDACTED]	[REDACTED]					
					[REDACTED]	[REDACTED]					
					[REDACTED]	[REDACTED]	MOU-Crops only (details in inventory)				
					[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]										
Table X. Affected Persons -PIPELINE -CROPS/Pigery House											
191-064-1	N/A	New Pipeline	Private -Lease Owner (Commissioner of Lands)	Tasahe/Kongulai	[REDACTED]	male	MOU- Crops (details in inventory)	one off	Executed		
					User on registered Pipeline Lease	male					
					[REDACTED]	Female					
					User on registered Pipeline Lease	Female					
					[REDACTED]	Male					
					User on registered Pipeline Lease	Male					
					[REDACTED]	Female					
					User on registered Pipeline Lease	Female					
					[REDACTED]	Female					
					User on registered Pipeline Lease						
					Piggery House User on registered Pipeline Lease	Male	MOU- Piggery House			one off	Executed

Annex 4: Summary of Consultation and Participation Activities

Annex 4: Summary of consultation and participation activities

Methodology	Date	Venue	Participants	Discussion and outcome
Face to face meeting with [REDACTED] Family	30/04/2019	Kongulai Village-1 st Meeting	<ul style="list-style-type: none"> • [REDACTED] and [REDACTED] • SW PMU Team (Ray Andressen & Agnes Atkin) 	<ul style="list-style-type: none"> • Purpose of site visit is SIWA discuss the proposed WTP project • Family to contact title holder [REDACTED] to discuss and resolve grievances • Discussion resolution conveyed to Agnes to assist in document preparation • SW to set date for another consultation
	13/06/19	Kongulai Village-2 nd Meeting	<ul style="list-style-type: none"> • All family members [REDACTED] family) • SW Project PMU Team (Ray & Agnes) 	<ul style="list-style-type: none"> • Reconfirm the re-settlement plan • Resettlement plans according to ADB Policy • Confirm site relocation plans • Discussion outcome:- <ul style="list-style-type: none"> (i) Agreement for resettlement subject to land issue being ironed out (ii) Likely resettlement site identified (iii) Family to set date to meet [REDACTED] regarding land (iv) Feedback of meeting to SW-Ray and Agnes
	07/08/19	Kongulai Village-3 rd Meeting	<ul style="list-style-type: none"> • SW PMU (Ray & Agnes) 	<ul style="list-style-type: none"> • Water turbidity issue • Plan of WTP • Needs of the subject site • Plan development facilities within the proposed required site of around about 2Ha. • Questions raised as per environmental impacts on people and surrounding land • Project to address environmental requirements before project starts

Methodology	Date	Venue	Participants	Discussion and outcome
				<ul style="list-style-type: none"> • Expects no major issues or impact on environment • Discussion outcome: <ul style="list-style-type: none"> (i) Agree to resettlement subject to land issue being ironed out (ii) Likely resettlement site identified (iii) Family to set date to meet ██████ regarding land (iv) Feedback of meeting to SW (Ray and Agnes)
Face to Face meeting with ██████ Family and other close relatives (uncles, aunties etc)f or presentation of ðhupuqfor geotech test process	04/09/2019 and 10/09/2019	Kongulai Village	<ul style="list-style-type: none"> • All members of ██████ family plus uncles and aunties of the family settling in the area • SW PMU- Agnes, Noel, Rex, Colson, Justine- SIWA officers 	<ul style="list-style-type: none"> • Presentation of ðhupuq (goods worth SBD\$2,500.00) to show respect for the family/ and community and to enable SW to do geotech testing in the proposed development site • MOU signed by ██████ and ██████ on behalf of the community • Community happy with the ðhupuqbut requested additional cash of SBD\$2,000.00 to be added as part of the ðhupuqceremony
	06/05/19	Kongulai Village	<ul style="list-style-type: none"> • All members of ██████ family plus uncles and aunties of the family settling in the area • SW PMU (Ray & Rex) 	<ul style="list-style-type: none"> • Presentation of cash SBD\$2,000.00 as part of the ðhupuq previously organized • MOU signed by ██████ and ██████ on behalf of the community
Face to Face Meeting by Land Owning Group and Kongulai Community	23/06/2019	Kurara Village, Kongulai	<ul style="list-style-type: none"> • ██████ land title holder • Kongulai Village(• ██████ family) and community 	<ul style="list-style-type: none"> • Main discussion: <ul style="list-style-type: none"> (i) SW Interest in purchasing outright a piece of Kongulai land (ii) General consensus was reached that Solomon Water is allowed to identify a piece of the Kongulai land, survey it,

Methodology	Date	Venue	Participants	Discussion and outcome
				<p>subdivide it and purchase it out right. Depending on the nature of the negotiations, there will be two separate agreements; Purchase Agreement (purchase price to be negotiated with landowners) and Relocation Agreement, to be discussed and agreed upon at a meeting with those to be relocated</p>

Minutes of Kongulai/Tasahe Pipeline Project Consultation with Community

Date: 8th March 2020
 Venue: Tasahe (Lower Tajelu)
 Time: 5.00pm
 Attendance: Attached

Item	Discussion	
1	Welcome/Opening Prayer	<ul style="list-style-type: none"> Welcome by Solomon Water rep and opening prayer by community rep
2 & 3	Project Objectives & Details	<ul style="list-style-type: none"> This is the first consultation meeting on the pipeline component of the main project Project is to address the issue of water turbidity and Improve water supply to 24/7 The two safeguard requirements are environmental and social (land, property, crops, livelihoods etc) Public Environment application is about to be submitted to Ministry of Environment Social safeguards work for the pipeline has commenced. After this, there will be further consultation with the affected people Affected people will then enter into a memorandum of understanding (MoU) after agreements have been reached At the end of the week ,consultations with affected people will be finalised and that also represents the cut off date for any claims The new pipeline has been designed after detailed survey work at the end of last year New pipeline construction will be on the SIG leased area The old pipeline is not in the SIG leased area and will be made redundant The new pipeline will affect several properties, fruit trees, and crops The initial survey of affected people has been done As per safeguards policy to avoid impacts of the project where possible and, in case this is not possible, then to minimize, mitigate and/or compensate affected persons (where avoidance is not possible) In the next couple of weeks, a UXO survey team is to commence work
4	Questions & Answers	<ul style="list-style-type: none"> Q - Can you explain how you are going to deal with land owner and property owner for the affected people? R – Safeguards allow for dealing with land owners and property owners. Land owners are required to show ownership with legal land titles if there is loss of land, and will be compensated. Affected property owners will also be relocated and compensated if there is loss of shelter or livelihoods (house, crops etc). This will be explained further during affected people’s consultation Q – With the project, can residents here apply for a water connection? R – Currently Solomon Water requires those wanting a new

		<p>water connection to make an application. An inspection will follow and the two key requirements to meet is whether a water supply is possible hydraulically and the status of your land tenure. Approval relates to the status of land tenure, where your house is located, and the reticulated pipe network.</p> <ul style="list-style-type: none"> • Q – Can you explain why the old pipe is not located on the leased area? • R – We do not have any historical records of why this has occurred but according to some information in circulation, this was a result of pipeline work happening first, before actual survey work was done. • Q – We really need water so can Solomon Water assist us with this? • R – As per my previous response, Solomon Water will require land tenure ownership and will also depend on whether a connection is hydraulically possible. It is best that you go and see our customer services based in the Solomon Water BJS office in Point Cruz for more information • Q – Why cannot Solomon Water just replace the current existing pipeline, because there will be no affected persons as we already knew there was a pipeline there? • R – The two main reasons why Solomon Water chose the new route is because firstly, hydraulically it is the best route which will mean less energy cost for pumping. The second reason is that the Solomon Islands Government has a 75 year lease with land trustees representing the original landowners so making such changes is going mean complex negotiations. Furthermore, the land acquisition will be costly as a lot of subdivisions have taken place since the existing pipeline was constructed in the early eighties. • Q – Can Solomon Water give at least a day's notice for the affected person's consultation? Some of us work in offices and will need time off if they want to visit during week days; otherwise weekends are preferred. • R – The request is noted and accepted.
5	Going Forward	<ul style="list-style-type: none"> • This is the first consultation with the community • This coming week, the Solomon Water safeguards team will carry out consultation with affected people and then draft agreements • The UXO survey will also occur in a couple of weeks' time • Solomon Water is happy with this consultation and will work closely with the community as much as possible • For any further information do not hesitate to contact the Project Management Unit team at Solomon Water

Annex 4 (b): Kongalai Water Treatment Plant Project Consultation Meetings (April 2019 to November 2019)

Meeting – Water Treatment Plant Project – 30th April 2019

Attendees: Ray Andresen, Agnes Atkin, [REDACTED]

Objective: Joint site Visit with design team (Becca), at the same time to have Family initial discussion/consultation on the Proposed Project on Water Treatment Plant

	Action
Outline	<ul style="list-style-type: none"> - Session attended by 2 family members [REDACTED] - Agnes discussed Purpose of site visit –SIWA proposed WTP project - Likely resettlement thoughts
Discussions	<ul style="list-style-type: none"> - Agnes and Ray discussed with [REDACTED] the followings:- <ul style="list-style-type: none"> a) The purpose of the visit is to show on site to the design team the extend of the topography survey carried out by JV's surveyors b) Agnes further explain SW WTP and new pipeline project (from pump house to Tasahe Tank) c) Agnes initial resettlement discussion that there is likely that all the houses will be affected by the project and that they might have to be relocated therefore they need to have a thought as to where they will relocate to d) Discussion continue on to get each house ownership detail. Detail as follows: <ul style="list-style-type: none"> 1st house: owner is [REDACTED] (1st son), complete 2 bed room and incomplete 3 bedroom. See Fig 1 2nd house: owner is [REDACTED] (5th son), complete 3 bedroom. See Fig 2 3rd house: owner is [REDACTED], incomplete 2 bedroom. See Fig 3 4th Grave house of [REDACTED] See Fig 4 5th house: owner is [REDACTED] (4th daughter), complete 2 bedroom. See Fig 5 6th house: kitchen accommodates [REDACTED] bedroom and cooking area used by both [REDACTED]. See Fig 6 7th house: incomplete lodge. See Fig 7 8th shrine- [REDACTED] statue memorial. See Fig 8 9th house: owner is [REDACTED] (1st daughter), Temporary 2 bedroom house. See Fig 9 e) Agnes discussed the thoughts around supporting and not supporting the project and respond was that-support because there is land to move to but they have building developments and question was asked as to what will happen to their developments. - Agnes responded that initial discussion now will form part and partial of the safeguard policy which covers resettlement. When asked as to what their expectations from the project they decided to do a family talk and will feed back later on next discussion. - Next discussion was not set
Actions	<ul style="list-style-type: none"> ➤ Ray and Agnes will have another discussion/family consultation at a date to be set ➤ Family to Contact title holder-[REDACTED] to discuss and resolve title grievances ➤ Discussion resolution to be conveyed to Agnes to assist in document preparation

Key Findings

- ❖ Family welcomes the plan but will have to sit with rest of the family members

Annex 6: Relocation Summary - Eight Affected Houses

Annex 5: Solomon Water Grievance Monitoring Form

Annex 5: SW Grievance Monitoring Form



SOLOMON WATER GRIEVANCE REDRESS REGISTERING AND MONITORING FORM

Complainant Information (Person Reporting Grievance)

Name: _____ Address: _____
 Nationality: _____ Gender: _____
 Mobile: _____ Email: _____

Type of Complaint

Affected person/s (AP) ☐ Intermediary (on behalf of the AP) ☐
 Civil organization ☐ Service organization (e.g., local government institution) ☐
 Other (specify) _____

Complaint Details

Mode of receiving the grievance

Letter ☐ Phone call ☐ Fax ☐
 Email ☐ Verbal complaint (walk-in) ☐
 Other (specify) _____

Location of the problem/issue specified in the complaint

Town: _____ Province: _____

Type of problem/grievance

Land related ☐ Compensation ☐
 Construction ☐ Resettlement site ☐
 Other (specify) _____

Short description of the problem:

Short description of the factors causing the problem:

Person/agency responsible for causing the problem:

Past action/s taken by the complainant (if any):

Details of the focal point that received the complaint:

Name of the person who received the complaint

Name of Receiving Officer: _____ Position: _____ Date: _____

Actions taken by the Receiving Office

Stage 1 Action taken; SW Responsible person; Outcome:



Stage 2 Action taken; SW Responsible person; Outcome:

Stage 3 Action taken; Tribunal Members; Outcome:

Summary of Final Resolution:

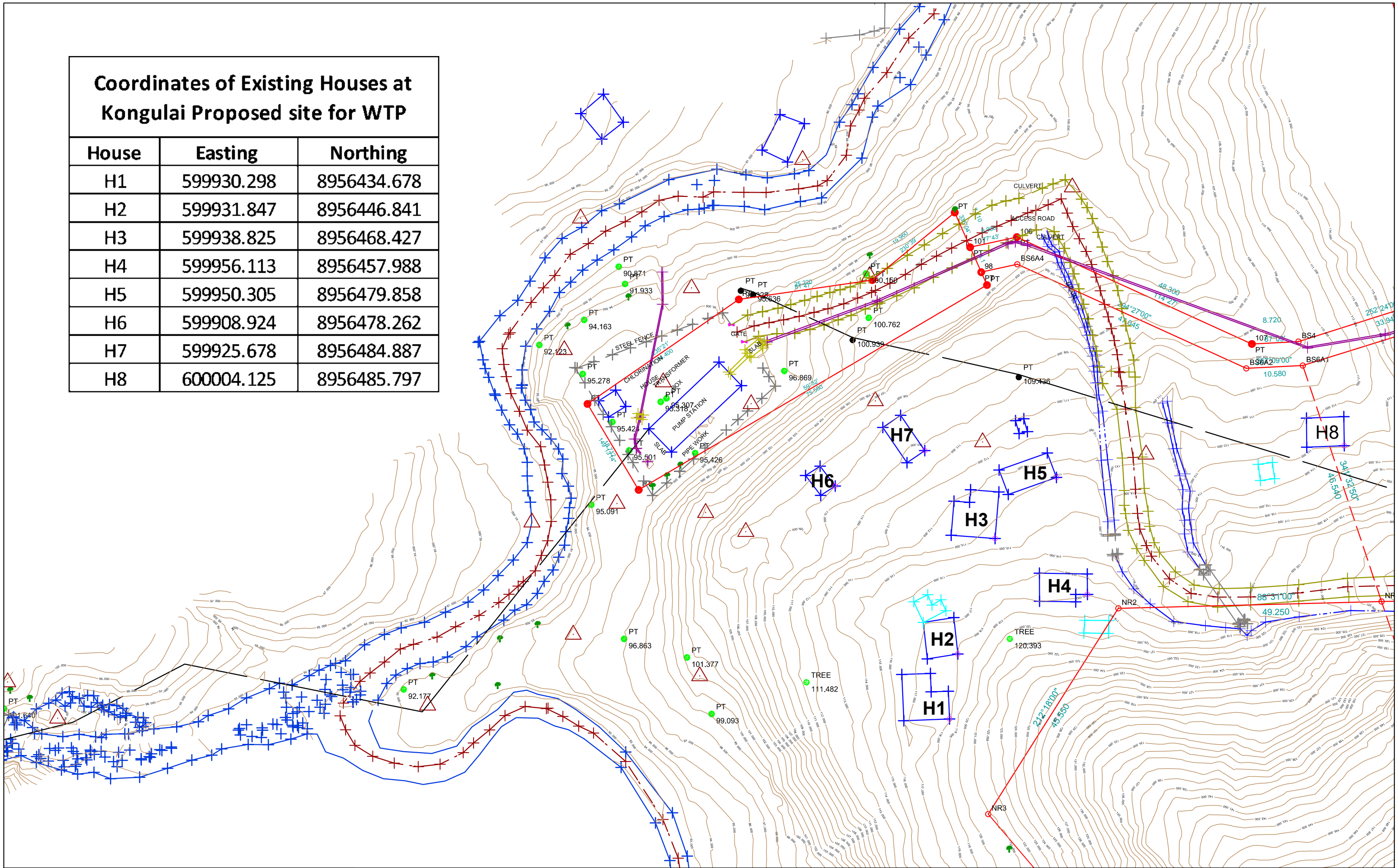
Annex 6: Relocation Summary – Eight Affected Houses

<p>House</p> <p>A three bedroom house newly built but incomplete; raised on concrete posts reinforced and incomplete. Ground floor level foundation walls raised and ready to be filled with no floor slab or exterior walls. Top floor structure timber framed bearers, floor joists with wall studwork with no exterior and interior walls. Roof structure completed with iron roof covering. No ladder, no window frames, louver frames, and glass; as well as no frames and actual doors and locks installed</p> <p>Area= 72m2 , Fair Value SBD\$143,842.00</p>	<p>No1</p> 
<p>House 2</p> <p>A two bedroom semi-permanent building raised on wooden stumps with a living area, with a timber floor structure framing and wall exterior cladding with sago-palm thatched roofing</p> <p>Area= 43m2 , Fair Value SBD\$131,760.00</p>	<p>No2</p> 
<p>House</p> <p>A three bedroom timber frame building raised on stumps; building in use, with timber frames studwork with timber exterior cladding painted with green paint and interior wall lining with masonite sheets. Roof timber frame structure with iron roof sheeting. Proper doors and windows with louver frames and glass. Two exterior doors and ladders. Generally a properly built permanent house.</p> <p>Area=72.4m2, Fair Value SBD260,650.00</p>	<p>No3</p> 
<p>House</p> <p>A two bedroom house raised on wooden stumps/posts. A living room and veranda with exterior ladder attached. A floor, wall and roof structure of timber frames. Doors and windows installed. A living room. Exterior wall cladding, surface painted. House occupied.</p> <p>Area= 44m2 , Fair Value SBD\$143,000.00</p>	<p>No4</p> 
<p>House</p> <p>A two bedroom new building with the following completed: foundations, columns, floor structure with timber floor boards fixed, wall structure with roof structure and roof sheeting. No exterior wall cladding, no window and louver frames, glass, door frames or doors with locks; no ladder</p> <p>Area=25m2, Fair Value SBD\$ 58,125.00</p>	<p>No5</p> 
<p>use</p> <p>Small two bedroom timber framed house on timber posts with exterior wall and roofing sheets (thatched). Generally occupied.</p> <p>Area= 21.2m2 Fair Value SBD\$65,720</p>	<p>No6</p> 

<p>House</p> <p>Built on the ground, mixed materials, two (2) bedroom semi-permanent residential. Floor structure of hardwood bearers with floor to sleeping area Wall structure of timber framing (nogs/joists) with old roofing sheets as external cladding Timber framed roof structure with roofing sheets with no ceiling framing and lining</p> <p>Area=32.4m2 Fair Value SBD\$102,060.00</p>	<p>No7</p> 
<p>House</p> <p>A three bedroom building; semi-permanent raised wooden house. Wall timber framed with walls of sago-thatched exterior and interior wall claddings. Timber roofing structure and covering of sago-palm thatched roofing.</p> <p>Area= 35m2, Fair Value SBD\$138,880.00</p>	<p>No 8</p> 

Coordinates of Existing Houses at
Kongulai Proposed site for WTP

House	Easting	Northing
H1	599930.298	8956434.678
H2	599931.847	8956446.841
H3	599938.825	8956468.427
H4	599956.113	8956457.988
H5	599950.305	8956479.858
H6	599908.924	8956478.262
H7	599925.678	8956484.887
H8	600004.125	8956485.797



STATUS: <div>FOR INSTRUCTION</div>	NAME	DATE	SIGNATURE	CLIENT	PROJECT:	DRAWING NO: SWK001
	DRAFT: N TAIKA	15/05/2020			KONGULAI WATER TREATMENT PLANT	SHEET: 1 OF 1
NOTE: Extracted & Edit from Survayor CAD file	CHECKED: A SEARANCKE	15/05/2020			DRAWING TITLE:	SCALE: Not to Scale
	APPROVED:				EXISTING HOUSE COORDINATES	PAPER SIZE: A3

❖ Agnes and Ray to hold another consultation with the rest of the family

Fig 1. [REDACTED] 2 houses



Fig 2. [REDACTED] complete 3 bedroom house



Fig 3. [REDACTED] incomplete 2 bedroom house



Fig 4. Grave house



Fig 5. [REDACTED] complete 2 bedroom house

Fig 6. Kitchen house

Fig 7. Incomplete Lodge



Fig 8. Shrine House
bedroom House



Fig 9. [REDACTED] temporary 2





Family Consultation MeetingDate: 13th June 2019

Subject: Water Treatment Plant Project

Attendees: [REDACTED] and family members (see attendance sheet attached)

Objective: -Re confirm the Re-settlement
 -Resettlement Plans according to ADB
 - Confirmation of site relocation

	Action
Outline	<ul style="list-style-type: none"> - Introduction - Agnes discussed Purpose of site visit -Follow up on previous meeting - ADB Safe Guard Policy (Affected Persons/Displaced Persons) - Likely resettlement thoughts - Relocation Site
Discussions	<ol style="list-style-type: none"> 1. A family member opened the meeting with a word of Prayer 2. Ray did the introduction by :- <ol style="list-style-type: none"> a) Thank you on behalf of SIWA b) Back ground of the project c) Initial ground work -seen people walk around d) Turbidity/debility-Main Issue (before clean water) e) SIWA -need to have WTP (Tank Like) f) Cost-if dirty water continue g) New Pipeline to Tasahe Tank h) Social media-call for GM to resign (Dirty water) 3. Agnes continue with the meeting in detail the followings:- <ol style="list-style-type: none"> a)going through the first initial meeting minutes dated 30th April 2019 for confirmation-minutes confirmed b)Explained the initial design work so far and the confirmation of the site for the WTP c)explaining the ADB requirement:- <ol style="list-style-type: none"> i)resettlement of affected Persons ii)SW Leasing the Land iii)Confirmation of Land Title holder-Lands (ROT) records d)get feedback thoughts on resettlement and resettlement location:- <ol style="list-style-type: none"> i)SW to build their complete house prior to moving ii)identify area of location/resettlement-area already dozed next to the meeting location -191-074-10 iii)dispute over current title holder-resettlement is subject Land Title settled 4. General Comments- (Family Members) <ol style="list-style-type: none"> a)Resettlement ok but question is will SW build each one their complete houses on the relocation site b)Past experience SW promised land Owners but failed the promises c)Land Title to [REDACTED] is a stolen one, they have spent about 100k including Chupu for Land to be excluded from the tribal land and to be their own private family land d)They have for the past so many years-trustees did not recognize their existence and never had any share of the Kongulai Lease Payments f)Agree to relocate subject Land Title/Issue is settled 5. Closing Remarks <ol style="list-style-type: none"> a) Ray- Thank you, Touch on Past Premises raised, re-assurance of SW Abide by the MOU to be agreed on Later. b)Barnabas Upwe- Family/Community Senior re(Lawyer by profession-re iterating the Resettlement requirement by ADB c) Agnes-closing Prayer
Actions	<p>Discussion Outcome:-</p> <ol style="list-style-type: none"> 1)Agree for resettlement subject land issue is ironed out 2)Likely resettlement site identified 3)Family to set date to meet with [REDACTED] regarding Land

	4.Feedback of meeting to Ray and Agnes
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Key Findings

- ❖ Resettlement is subjected to Land Title settlement

Kongulai Meeting: [REDACTED] with Kongulai family Members

Date: 5th November 2019

Subject: Land Disagreements and Resettlement

Venue: Kongulai

Attendees: All Affected Persons, other family members, [REDACTED] Ray, Agnes

Objective: - Land resolution
- Resettlement area resolution
- way forward

	Action
Outline	<ul style="list-style-type: none">- Prayer/Welcome- Introduction- Update discussions to date- Open discussion: -Land dispute solutions -resettlement plans- Way ford
Discussions	<p>Agnes:- opening the meeting with a word of prayer</p> <ul style="list-style-type: none">-welcome and special thank you to Stanley Teteha for organizing the meeting-clarification to all that Solomon Water presence is purposely to listen and take minutes and to answer questions if needed be- The meeting is purposely for themselves to sort out the land title in Dispute- for purposes of updating those family members who have not been part of the meetings been held so far, Agnes introduce the Project purpose, brief on meetings held and status of the last meeting held , ADB requirement regarding Land issue and resettlement-Hand over the next proceedings to Stanley <p>[REDACTED] - words of thank you to every family members for attending the meeting</p> <ul style="list-style-type: none">- open up and invites family members to speak their hearts out <p>[REDACTED] - the meeting follows previous [REDACTED] visitation and discussion with them regarding the resettlement</p> <ul style="list-style-type: none">- today discussion will be on land only weather to Lease or outright Purchase. Resettlement will be an internal matter for themselves to discuss with SW <p>[REDACTED] - I am the one that disagrees all along these times</p> <ul style="list-style-type: none">- I have disagree with the title , why was there was no notice given for title transfer-SW requested us to relocate but we disagree because we want any of us to come in the title-now that we having this meeting can I ask my brother [REDACTED] for [REDACTED] or any of them to come in the title- request that Pipeline trustees not to come in the title <p>[REDACTED] - Not happy with Ray and Agnes regarding the survey done</p> <ul style="list-style-type: none">-the survey was done on GAINALI LAND, why did they been not informed- interest to know where would the project area covers and what is the total land area, How much would the land value- understand area of interest would also covers the access road, fear is that one day the access road will be block and by the time you will no longer be in office <p>[REDACTED] - I have nothing to say but to tell what Michael say that is we wait for [REDACTED] to arrive. Now [REDACTED] is here and I am happy that [REDACTED] is now facilitating this meeting to happen</p> <p>[REDACTED] -Having listening to all the stories my decision is I will accept for the</p>

	<p>inclusion of 2 of your nominated representative to be in the title</p> <ul style="list-style-type: none"> - for resettlement I will also can subdivide and give title to the resettlement land you want to move to <p>██████ - apologies on their behalf to SW (Ray and Agnes) for whatever disagreements/ unhappiness /unacceptable words thrown to you since the start of the negotiation</p> <p>Agnes - responded to the apology by Melisa by conveying on behalf of SW its apology as well for whatever SW did in action or words that also Not acceptable to you people.</p> <p>██████ - words of thank you for the meeting held</p> <ul style="list-style-type: none"> - Thank you for the good decision made which he believes will become a good blessing for them - advise for them is for both parties to work on a good agreement
	<p>Discussion Outcome:-</p> <ol style="list-style-type: none"> 1) Agreement for 2 of Kongulai family to include in the title 2) Land to be Leased 3) ██████ is willing to subdivide out their resettlement land of interest and transfer title to them 4) resettlement to be discussed later with SW 5) an internal meeting to be held to decide who to come in the title and to discuss lease agreements

Key Findings

- ❖ Every family members happy with the meeting and with resolution made

Consultation Meeting – Proposed Kongulai WTP land acquisition and resettlement issues

Present: Barnabas Upwe (Legal Counsel – LO), [REDACTED] (Affected Person rep), [REDACTED] (Trustees), [REDACTED] (Chief), Mark Waite (SW PMU), Agnes Atkin (SW PMU), Ray Andresen (SW PMU), Relinta Manaka (SW Comms)

Venue: King Solomon

Date: 27/11/2019

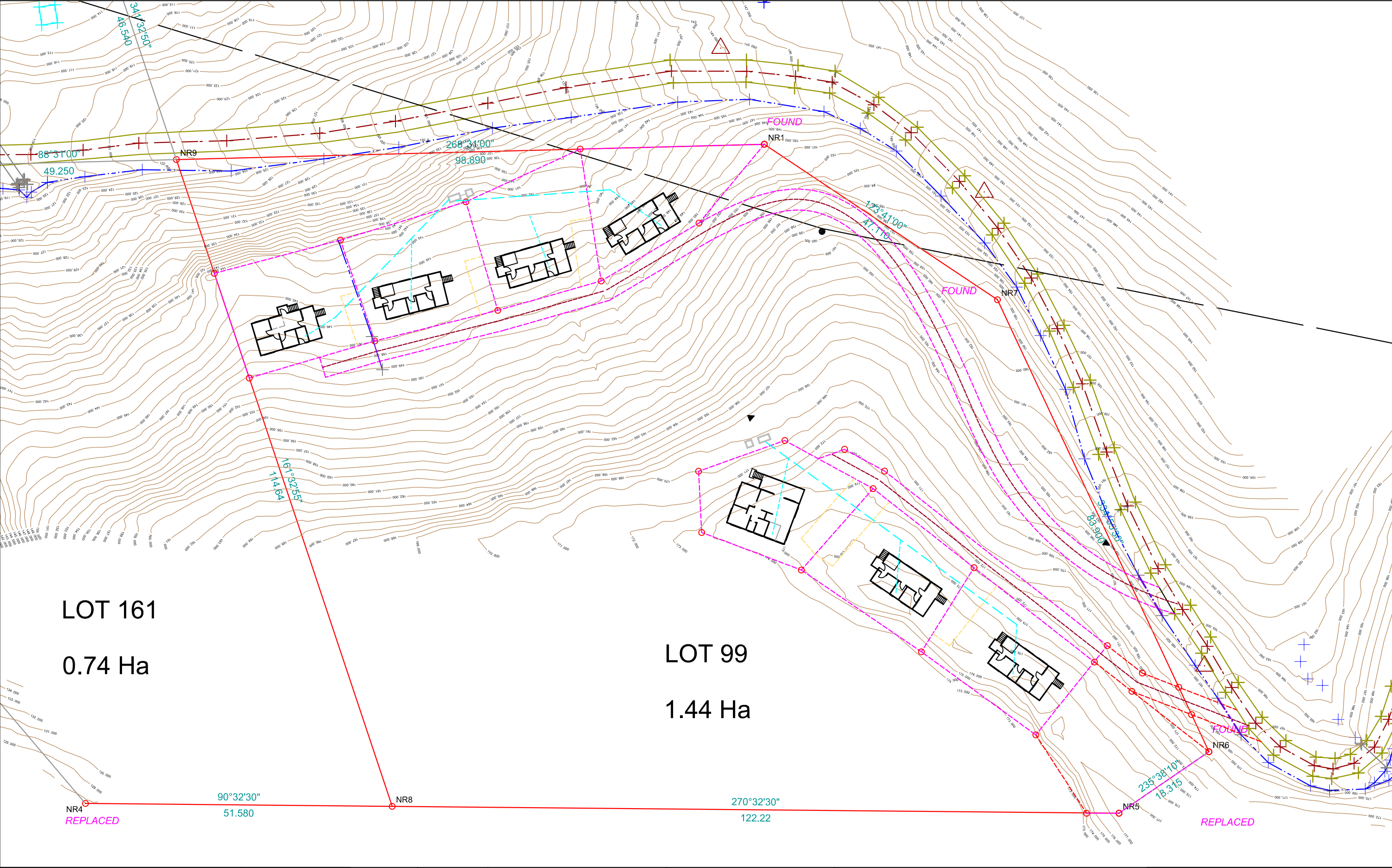
Time: 11.00am

Items and Updates Discussed	Action	By When
<ul style="list-style-type: none"> Brief overview of the UWSSP project to support water supply and sewerage improvement and reliability. 	Note	
<ul style="list-style-type: none"> SW is keen to purchase land for the proposed Kongulai WTP SW wants to continue dialogue and build relationship with key land stakeholders at Kongulai to understand land issues, boundary and resettlement issues. SW understands that 8 households will be affected and will need to be relocated from the proposed project site. SW will acquire alternate land for resettlement and title of the plot given to the affected party. Alternate land for resettlement will be agreed upon with all affected parties and formal registration carried out. Option for title given to SW first and then transferred to affected person. 	Note Note SW All	
<ul style="list-style-type: none"> SW wants to look into, discuss and agree on a resettlement option with affected party. Options include: <ul style="list-style-type: none"> Compensate at full replacement cost for assets and properties affected. Agree on a market value and make payments. Relocate affected properties on behalf of affected parties and improve or better housing Build housing at resettlement site for affected parties. Rental option during period for taking over site if livelihoods cannot be fully re-established immediately. Re-establish any restricted access due to the project. Compensation for loss of fruit trees and crops Proposed work is urgent and SW intends to move in with option to rent during period for taking over site if livelihoods cannot be fully re-established immediately. Works may start around June 2020 	All	
<ul style="list-style-type: none"> SW prefers outright purchase of the land for the project but is flexible and can accept lease arrangement through consensus. There are 3 trustees in the Kongulai PE. Affected party wants to include 2 additional trustees. Current trustees agree to include 2 from AP on the affected land only if leased to SW. If land is purchased outright, then no need for inclusion but will be discussed between themselves outside of this meeting. 	Note	

Items and Updates Discussed	Action	By When
<ul style="list-style-type: none"> Provide a master plan of the proposed site through demarcation. SW to organise survey to confirm and establish the total land area required. Proposed land required is about 2 – 2.5ha. 	SW	Wk beginning 02/12/19
<ul style="list-style-type: none"> Plans for the types and cost of houses proposed for the affected people? 3 bedroom houses requested. Who is going to build the houses? SIWA is not going to build. 	Note	
<ul style="list-style-type: none"> Full access to the grave on site. Outside of land to be acquired. 5 m distances from propose fences. 	Note	

END

Annex 7: Resettlement Site Map and Resettlement Agreements



<div>STATUS:</div> <div>FOR INSTRUCTION</div> <div>NOTE:</div> <div>Extracted & edith from surveyor CAD file</div>	NAME	DATE	SIGNATURE	<div>CLIENT</div> <div></div>	PROJECT:	DRAWING NO: SWHL001
	DRAFT: N TAIKA	14/05/2020			KONGULAI RESIDENTS RELOCATION	SHEET: 1 OF 1
	CHECKED:				DRAWING TITLE:	SCALE: Not to Scale
	APPROVED:				NEW HOUSING LAYOUT	PAPER SIZE: A3

RESETTLEMENT AGREEMENT

This Agreement is made the 16 day of April 2020

A. PARTIES TO THE AGREEMENT

Solomon Islands Water Authority (SIWA) trading as Solomon Water (SOLOMON WATER), of P. O. Box 1407, Honiara, represented by the Chief Executive Officer (CEO) of the one part

AND

_____ representing the affected household/family (H1 & H2) currently settled in the Proposed Water Treatment Plant Vicinity, Kongulai, West Guadalcanal of the other part

B. WHEREAS:

1. [REDACTED] is one of the persons currently having one of the eight houses on the Proposed Water Treatment Plant development vicinity, covered Part of the registered Perpetual Estate Title in Parcel Number 191-073-4 (hereinafter referred to as "the Settlement Land") Plot B situated at Kongulai, West Guadalcanal
2. The Land intended for resettlement is a Part of parcel number 191-073-10 measured approximate 3,200 square meter as indicated on the Plans attached to this Agreement (hereinafter referred to as "the Re-Settlement Land")
3. Solomon Water has agreed to resettle [REDACTED] and [REDACTED] TEBOLO has agreed to be resettled subject to the terms and conditions hereinafter set out

IT IS AGREED that in consideration of the premises, terms, covenants and stipulations herein contained, the Parties hereto hereby agree with each other as follows:

C. PURPOSE

4. The purpose of this AGREEMENT is to establish the terms and conditions governing the relocation of the affected persons currently living within the Water Treatment Plant (WTP) Part of the registered perpetual estate in parcel number 191-073-4 Known as PLOT B on the Plan Attached
5. In particular this AGREEMENT is intended to:

- a. Allow the subject site (Plot B) vacated by the time required by Solomon Water to proceed with the Water Treatment Plant works
- b. Allow access and approval for the authorized SIWA staff, vehicles, contractors and consultants to carry out works of the Water Treatment Plant
- c. Maintain ongoing cordial relationship between the two parties

D. AGREEMENT AND RESPONSIBILITIES UNDER THIS AGREEMENT

6. On Site Agreement and Responsibilities

6.1 House Compensation

- a) **RENTAL** current existing house 1 and 2 is estimated at **SBD\$143,842-00 and \$131,760-00** and Solomon Water will construct a replacement standard 2 and 3 bed room house of estimated valued of **SBD\$375,000-00 dollars each.**
- b) Solomon Water will manage the construction of the approved and agreed Two and Three bed room house plan
- c) Solomon Water will be responsible for the cost of providing water and power connection lines to the relocation site and replaced houses. Payment of water and power bills will be the responsibility of the house owner
- d) Solomon Water will meet the cost of transport hiring for moving and transporting movable items from current settlement site to new resettlement site. Cost estimate is SBD\$400 per Load x 4 =SBD\$1600-00 (3-4 ton truck)

6.2 Land Compensation

- a) Solomon Water will transfer Lease Title to the relocation land to **RENTAL** and **RENTAL** whom will hold Lease Title on behalf of **RENTAL** and other Affected Persons to be resettled on site in the project sponsored resettlement site

6.3 Other Works

- a) Solomon Water will meet other associated relocation site cost for works like Access track, Septic, Drainage and Building platforms
- b) Solomon Water will relocate existing one (1) free stand Pipe as per Konguali lease agreement (191-064-1) off site before the handover of the resettlement site

- c) [REDACTED] will salvage any materials from his current houses within one week from the handover of the resettlement site

6,4 Loss of Crop Compensation and Loss of Income Assistance

- a) Solomon Water will compensate [REDACTED] an amount of SBD\$7,860-00 dollars being for Loss of Crops based on the final survey Crop listing calculated basing on the Ministry of Agriculture Crop Rates.
- b) Solomon Water will further compensate [REDACTED], an amount of SBD\$70,740-00 being for Loss of income assistance.

6.5 Cultural Obligation

- a) SOLOMON WATER and [REDACTED] on behalf of the Affected Persons agreed that in recognition of the cultural obligation "Chupu" for moving from the Current settlement area to the new resettlement area, SOLOMON WATER will pay an amount of SBD\$100,000-00 dollars to [REDACTED] whom will receive on behalf of the Affected Persons

7-0 Payment

- a) Solomon Water and [REDACTED] agreed that on signing of this Agreement a total sum of SBD\$78,600-00 Payment will be raised and paid to [REDACTED] through his Lawyers account as per Bank details below:-

[REDACTED]

- a) Payment will be on the first week of May 2020.
- b) Payment of SBD\$100,000-00 being for Chupu will be paid at a later Chupu date to be confirmed by TEBOLO

IN WITNESS WHEREOF the Parties have executed this Contract on the day and year first hereinbefore written.

SIGNED ON BEHALF OF
SOLOMON ISLANDS WATER AUTHORITY)

IAN GOODEN
General Manager

SIGNED BY: [REDACTED]

In the presence of:

Webster

6

Signature of Witness)

Tae Goollyn

(Name of Witness)

DEPARTMENT OF
BARRISTERS & SOLICITORS
HONIARA, SOLOMON ISLANDS
Commissioner for Oaths
BARRISTERS & SOLICITORS
COMMISSION FOR OATHS
CERTIFIED TO BE A TRUE COPY/LIKENESS

DATE.

Crops Compensation Settlement Agreement

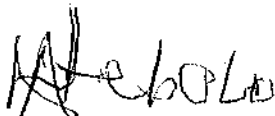
This agreement is made the 9th day of April 2020

Between

██████████ resident of Kongulai area on PLOT B (the User) and SIWA trading as Solomon Water (the recipient/Water Treatment Plant subproject proponent) that:-

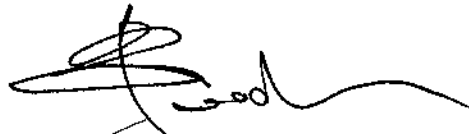
1. ██████████ Crop Owner and Solomon Water agreed to the crop compensation amounted to SBD\$7,790-00 based on Ministry of Agriculture Crop ratings. And Loss of income assistance amounted to SBD\$70,110-00 calculated based on annual net product market value multiply by 3 years.
2. The project owner (Solomon Water) agreed to pay ██████████ the agreed Total crop compensation package amounted to SBD\$77,960-00 on the first week of May 2020.
3. The provisions of this agreement will come into force from the date of signing of this deed.
4. ██████████ will be given 14 days' notice to harvest

His crops



signature

Crop Owner



Signature of Solomon Water

Representative

Ian Gooden
General Manager
Solomon Water

Witnesses:

1. 

2. Loeino Kongulai

(Signature, Name and Address)

██████████

Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
Now bearing fruits	Coconut Tree	8	150	1200
Not yet bearing fruit		2	50	100
Now bearing fruits	Guava Tree	1	30	30
Not yet bearing fruit		1	15	15
Now bearing fruits	Margarine tree	1	30	30
Not yet bearing fruit		-		
Now bearing fruits	Mango tree	5	50	250
Not yet bearing fruit		-		
Now bearing fruits	Banana Tree	11	15	165
Not yet bearing fruit		23		
Now bearing fruits	Bilnut Tree	25	30	600
Not yet bearing fruit		-		
Now bearing fruits	Five Corner Tree	1	50	50
Not yet bearing fruit				
Now bearing fruits	Ngali Nut Tree	1	120-50 Jm	50-120 Jm
Estimate cost only				
Not yet bearing fruit		-		
Now bearing fruits	Cut Nut Tree	4	50	200
Not yet bearing fruit		-		
Now bearing fruits	Orange tree	2	50	100
Not yet bearing fruit		-		
Now bearing fruits	Casava	150	10	1500
Not yet bearing fruit		-		
Now bearing fruits	Bread Fruit Tree	9	50	450
(Estimate)				
Not yet bearing fruit		-		
Now bearing fruits(Estimate)	Apple Tree	1	50	50
Not yet bearing fruit		-		
Now bearing fruits	Pineapple	300	10	3000
Total Cost				\$7,790

Source: Agriculture Extension Officer (MoA&L)

\$ 7,860-00

Listing Confirmed by

██████████

[Signature]

[Signature]

[Large handwritten mark]

RESETTLEMENT AGREEMENT

This Agreement is made the 16th day of April 2020

A. PARTIES TO THE AGREEMENT

Solomon Islands Water Authority (SIWA) trading as Solomon Water (SOLOMON WATER), of P. O. Box 1407, Honiara, represented by the Chief Executive Officer (CEO) of the one part

AND

██████████ representing the affected household/family (H8) currently settled in the Proposed Water Treatment Plant Vicinity, Kongulai, West Guadalcanal of the other part

B. WHEREAS:

1. ██████████ is one of the persons currently having one of the eight houses on the Proposed Water Treatment Plant development vicinity, covered Part of the registered Perpetual Estate Title in Parcel Number 191-073-4 (hereinafter referred to as "the Settlement Land") Plot B situated at Kongulai, West Guadalcanal
2. The Land intended for resettlement is a Part of parcel number 191-073-10 measured approximate 3,200 square meter as indicated on the Plans attached to this Agreement (hereinafter referred to as "the Re-Settlement Land")
3. Solomon Water has agreed to resettle ██████████ and ██████████ has agreed to be resettled subject to the terms and conditions hereinafter set out

IT IS AGREED that in consideration of the premises, terms, covenants and stipulations herein contained, the Parties hereto hereby agree with each other as follows:

C. PURPOSE

4. The purpose of this AGREEMENT is to establish the terms and conditions governing the relocation of the affected persons currently living within the Water Treatment Plant (WTP) Part of the registered perpetual estate in parcel number 191-073-4 Known as PLOT B on the Plan Attached
5. In particular this AGREEMENT is intended to:
 - a. Allow the subject site (Plot B) vacated by the time required by Solomon Water to proceed with the Water Treatment Plant works

- b. Allow access and approval for the authorized SIWA staff, vehicles, contractors and consultants to carry out works of the Water Treatment Plant
- c. Maintain ongoing cordial relationship between the two parties

D. AGREEMENT AND RESPONSIBILITIES UNDER THIS AGREEMENT

6. On Site Agreement and Responsibilities

6.1 House Compensation

- a) [REDACTED] current existing house is estimated at **SBD\$65,720-00** and Solomon Water will construct a replacement standard 2 bed room house of estimated valued of **SBD\$375,000-00 dollars**
- b) Solomon Water will manage the construction of the approved and agreed Two bed room house plan
- c) Solomon Water will be responsible for the cost of providing water and power connection lines to the relocation site and replaced houses. Payment of water and power bills will be the responsibility of the house owner
- d) Solomon Water will meet the cost of transport hiring for moving and transporting movable items from current settlement site to new resettlement site. Cost estimate is SBD\$400 per Load x 2 =SBD\$800-00 (3 - 4 ton truck)

✓ UV
MT
SW



6.2 Land Compensation

- a) Solomon Water will transfer Lease Title to the relocation land to [REDACTED] and [REDACTED] whom will hold Lease Title on behalf of [REDACTED] and other Affected Persons to be resettled on site in the project sponsored resettlement site

6.3 Other Works

- a) Solomon Water will meet other associated relocation site cost for works like Access track, Septic, Drainage and Building platforms
- b) Solomon Water will relocate existing one (1) free stand Pipe as per Konguali lease agreement (191-064-1) off site before the handover of the resettlement site
- c) [REDACTED] will salvage any materials from his current houses within one week from the handover of the resettlement site

6.4 Loss of Crop Compensation and Loss of Income Assistance

- a) Solomon Water will compensate [REDACTED] an amount of SBD\$720-00 dollars being for Loss of Crops based on the final survey Crop listing calculated basing on the Ministry of Agriculture Crop Rates.
- b) Solomon Water will further compensate [REDACTED], an amount of SBD\$6,480-00 being for Loss of income assistance.

7-0 Payment

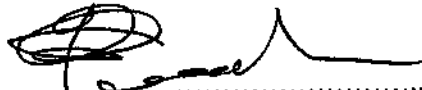
- a) Solomon Water and [REDACTED] agreed that on signing of this Agreement a total sum of SBD\$7,200-00 Payment will be raised and paid to GREG VATOHI through his Lawyers account as per Bank details below:-



- a) Payment will be paid on the first week of May 2020


IN WITNESS WHEREOF the Parties have executed this Contract on the day and year first hereinbefore written.

SIGNED ON BEHALF OF
SOLOMON ISLANDS WATER AUTHORITY)


.....
IAN GOODEN
General Manager

SIGNED BY: [REDACTED])
In the presence of:


.....


.....
Signature of Witness)


.....
(Name of Witness)

DEVELOPMENT
P.O. BOX 2491
TONGA, SOLOMON ISLANDS
BARNABAS UPWE
Commissioner of DEEDS & SOLICITOR
COMMISSION FOR OATHS
CERTIFIED TO BE A TRUE COPY/LIKENESS

Crops Compensation Settlement Agreement

This agreement is made the 9th day of April 2020

Between

██████ resident of Kongulai area on PLOT B (the User) and SIWA trading as **Solomon Water** (the recipient/Water Treatment Plant subproject proponent) that:-

1. ██████ Crop Owner and **Solomon Water** agreed to the crop compensation amounted to **SBD\$720-00** based on Ministry of Agriculture Crop ratings. and Loss of income assistance amounted to **SBD\$6,480-00** calculated based on annual net product market value multiply by 3 years.
2. The project owner (Solomon Water) agreed to pay ██████ the agreed Total crop compensation package amounted to **SBD\$7,200-00** on the first week of May 2020.
3. The provisions of this agreement will come into force from the date of signing of this deed.
4. ██████ will be given 14 days' notice to harvest
His crops

Kong

signature

Crop Owner

[Signature]
Signature of Solomon Water
Representative

Witnesses:

1. Tae Kongulai

(Signature, Name and Address)

Ian Gooden
General Manager
Solomon Water

Final Inventory of garden crops and fruit trees on Kongulai –site B

Date: 4th February 2020 (Cut of date as well)

Greg

Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
	Bilnut Tree	24	30	720
Total Cost				\$720

Source: Agriculture Extension Officer (MoA&I)

Listing Confirmed by 



RESETTLEMENT AGREEMENT

This Agreement is made the 16th day of April 2020

A. PARTIES TO THE AGREEMENT

Solomon Islands Water Authority (SIWA) trading as Solomon Water (SOLOMON WATER), of P. O. Box 1407, Honiara, represented by the Chief Executive Officer (CEO) of the one part

AND

██████████ representing the affected household/family (H3) currently settled in the Proposed Water Treatment Plant Vicinity, Kongulai, West Guadalcanal of the other part

B. WHEREAS:

1. ██████████ is one of the persons currently having one of the eight houses on the Proposed Water Treatment Plant development vicinity, covered Part of the registered Perpetual Estate Title in Parcel Number 191-073-4 (hereinafter referred to as "the Settlement Land") Plot B situated at Kongulai, West Guadalcanal
2. The Land intended for resettlement is a Part of parcel number 191-073-10 measured approximate 3,200 square meter as indicated on the Plans attached to this Agreement (hereinafter referred to as "the Re-Settlement Land")
3. Solomon Water has agreed to resettle ██████████ and ██████████ has agreed to be resettled subject to the terms and conditions hereinafter set out

^ BV
MB
A

IT IS AGREED that in consideration of the premises, terms, covenants and stipulations herein contained, the Parties hereto hereby agree with each other as follows:

C. PURPOSE

4. The purpose of this AGREEMENT is to establish the terms and conditions governing the relocation of the affected persons currently living within the Water Treatment Plant (WTP) Part of the registered perpetual estate in parcel number 191-073-4 Known as PLOT B on the Plan Attached
5. In particular this AGREEMENT is intended to:
 - a. Allow the subject site (Plot B) vacated by the time required by Solomon Water to proceed with the Water Treatment Plant works

- b. Allow access and approval for the authorized SIWA staff, vehicles, contractors and consultants to carry out works of the Water Treatment Plant
- c. Maintain ongoing cordial relationship between the two parties

D. AGREEMENT AND RESPONSIBILITIES UNDER THIS AGREEMENT

6. On Site Agreement and Responsibilities

6.1 House Compensation

- a) [REDACTED] current existing house is estimated at **SBD\$260,650-00** and Solomon Water will construct a replacement standard 2 bed room house of estimated valued of **SBD\$375,000-00 dollars**
- b) Solomon Water will manage the construction of the approved and agreed Two bed room house plan
- c) Solomon Water will be responsible for the cost of providing water and power connection lines to the relocation site and replaced houses. Payment of water and power bills will be the responsibility of the house owner
- d) Solomon Water will meet the cost of transport hiring for moving and transporting movable items from current settlement site to new resettlement site. Cost estimate is SBD\$400 per Load x 4 =SBD\$1,600-00 (3 -4 ton truck)

x BV
MB
[Signature]
+

6.2 Land Compensation

- a) Solomon Water will transfer Lease Title to the relocation land to [REDACTED] and [REDACTED] whom will hold Lease Title on behalf of BRIAN VATOHI and other Affected Persons to be resettled on site in the project sponsored resettlement site

6,3 Other Works

- a) Solomon Water will meet other associated relocation site cost for works like Access track, Septic, Drainage and Building platforms
- b) Solomon Water will relocate existing one (1) free stand Pipe as per Konguali lease agreement (191-064-1) off site before the handover of the resettlement site
- c) [REDACTED] will salvage any materials from his current houses within one week from the handover of the resettlement site

6,4 Loss of Crop Compensation and Loss of Income Assistance

- a) Solomon Water will compensate [REDACTED] an amount of SBD\$5,230-00 dollars being for Loss of Crops based on the final survey Crop listing calculated basing on the Ministry of Agriculture Crop Rates.
- b) Solomon Water will further compensate [REDACTED] an amount of SBD\$47,070-00 being for Loss of income assistance.

7-0 Payment

- a) Solomon Water and [REDACTED] agreed that on signing of this Agreement a total sum of SBD\$52,030-00 Payment will be raised and paid to [REDACTED] through his Lawyers account as per Bank details below:-
[REDACTED]

- b) Payment will be done on the first week of May 2020

IN WITNESS WHEREOF the Parties have executed this Contract on the day and year first hereinbefore written.

SIGNED ON BEHALF OF
SOLOMON ISLANDS WATER AUTHORITY)

.....
IAN GOODEN
General Manager

SIGNED BY: [REDACTED])
In the presence of:

Signature of Witness)

MELINDA BRIAN
(Name of Witness)

BETHEL LAM FIRM
PO BOX 1001
HONARA SOLOMON ISLANDS
BARNABAS UPWE
Commissioner of Oaths
COMMISSION FOR OATHS
CERTIFIED TO BE A TRUE COPY/LIKENESS

DATE:

Crops Compensation Settlement Agreement

This agreement is made the 9th.....day of April..... 2020

Between

██████████ resident of Kongulai area on PLOT B (the User) and SIWA trading as **Solomon Water** (the recipient/Water Treatment Plant subproject proponent) that:-

1. ██████████ Crop Owner and **Solomon Water** agreed to the crop compensation amounted to SBD\$5,230-00 based on Ministry of Agriculture Crop ratings. And Loss of income assistance amounted to SBD\$47,070-00 calculated based on annual net product market value multiply by 3 years.
2. The project owner (Solomon Water) agreed to pay ██████████ the agreed Total crop compensation package amounted to SBD\$52,030-00 on the first week of May 2020. 300 +
3. The provisions of this agreement will come into force from the date of signing of this deed.
4. ██████████ will be given 14 days' notice to harvest
His crops

Bryce.....

For ██████████ signature

Crop Owner

Ian Gooden.....

Signature of Solomon Water

Representative

Witnesses:

1. Lillian.....

Lillian Kogulici.....

(Signature, Name and Address)

Ian Gooden
General Manager
Solomon Water

Final Inventory of garden crops and fruit trees on Kongulai –site B

Date: 4th February 2020 (Cut of date as well)

Brain

Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
	Coconut Tree	30	150	4,500
	Cut Nut Tree	14	50	700
	Water Grass	2 pools	15	30
Total Cost				\$5,230

Source: Agriculture Extension Officer (MoA&L)

Listing Confirmed by  



RESETTLEMENT AGREEMENT

This Agreement is made the 16th day of April 2020

A. PARTIES TO THE AGREEMENT

Solomon Islands Water Authority (SIWA) trading as Solomon Water (SOLOMON WATER), of P. O. Box 1407, Honiara, represented by the Chief Executive Officer (CEO) of the one part

AND

[REDACTED] representing the affected household/family (H4) currently settled in the Proposed Water Treatment Plant Vicinity, Kongulai, West Guadalcanal of the other part

B. WHEREAS:

1. [REDACTED] is one of the persons currently having one of the eight houses on the Proposed Water Treatment Plant development vicinity, covered Part of the registered Perpetual Estate Title in Parcel Number 191-073-4 (hereinafter referred to as "the Settlement Land") Plot B situated at Kongulai, West Guadalcanal
2. The Land intended for resettlement is a Part of parcel number 191-073-10 measured approximate 3,200 square meter as indicated on the Plans attached to this Agreement (hereinafter referred to as "the Re-Settlement Land")
3. Solomon Water has agreed to resettle [REDACTED] and [REDACTED] has agreed to be resettled subject to the terms and conditions hereinafter set out

*EV
x ASP
[Signature]

IT IS AGREED that in consideration of the premises, terms, covenants and stipulations herein contained, the Parties hereto hereby agree with each other as follows:

C. PURPOSE

4. The purpose of this AGREEMENT is to establish the terms and conditions governing the relocation of the affected persons currently living within the Water Treatment Plant (WTP) Part of the registered perpetual estate in parcel number 191-073-4 Known as PLOT B on the Plan Attached
5. In particular this AGREEMENT is intended to:
 - a. Allow the subject site (Plot B) vacated by the time required by Solomon Water to proceed with the Water Treatment Plant works

- b. Allow access and approval for the authorized SIWA staff, vehicles, contractors and consultants to carry out works of the Water Treatment Plant
- c. Maintain ongoing cordial relationship between the two parties

D. AGREEMENT AND RESPONSIBILITIES UNDER THIS AGREEMENT

6. On Site Agreement and Responsibilities

6.1 House Compensation

- a) [REDACTED] current existing house is estimated at **SBD\$143,000-00** and Solomon Water will construct a replacement standard 2 bed room house of estimated valued of **SBD\$375,000-00 dollars**
- b) Solomon Water will manage the construction of the approved and agreed Two bed room house plan
- c) Solomon Water will be responsible for the cost of providing water and power connection lines to the relocation site and replaced houses. Payment of water and power bills will be the responsibility of the house owner
- d) Solomon Water will meet the cost of transport hiring for moving and transporting movable items from current settlement site to new resettlement site. Cost estimate is SBD\$400 per Load x 2 =SBD\$800-00 (3 - 4 ton truck)

EV
x ASP
Q

A

6.2 Land Compensation

- a) Solomon Water will transfer Lease Title to the relocation land to [REDACTED] and [REDACTED] whom will hold Lease Title on behalf of [REDACTED] and other Affected Persons to be resettled on site in the project sponsored resettlement site

6.3 Other Works

- a) Solomon Water will meet other associated relocation site cost for works like Access track, Septic, Drainage and Building platforms
- b) Solomon Water will relocate existing one (1) free stand Pipe as per Konguali lease agreement (191-064-1) off site before the handover of the resettlement site
- c) [REDACTED] will salvage any materials from his current houses within one week from the handover of the resettlement site

6.4 Loss of Crop Compensation and Loss of Income Assistance

- a) Solomon Water will compensate [REDACTED] an amount of **SBD\$1,245-00 dollars** being for Loss of Crops based on the final survey Crop listing calculated basing on the Ministry of Agriculture Crop Rates.
- b) Solomon Water will further compensate [REDACTED] an amount of **SBD\$11,205-00** being for Loss of income assistance.

7-0 Payment

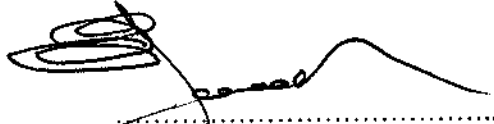
- a) Solomon Water and [REDACTED] agreed that on signing of this Agreement a total sum of **SBD\$12,450-00** Payment will be raised and paid to [REDACTED] through her Lawyers account as per Bank details below:-




- a) Payment will be done on the first week of May 2020

IN WITNESS WHEREOF the Parties have executed this Contract on the day and year first hereinbefore written.

SIGNED ON BEHALF OF
SOLOMON ISLANDS WATER AUTHORITY)



IAN GOODEN
General Manager

SIGNED BY: [REDACTED])
In the presence of:




Signature of Witness)


(Name of Witness)


BARNABAS UPNE
Commissioner of Oaths
COMMISSION FOR OATHS
CERTIFIED TO BE A TRUE COPY/LIKENESS

Crops Compensation Settlement Agreement

This agreement is made the 9th day of April 2020

Between

Mrs. [REDACTED] resident of Kongulai area on PLOT B (the User) and SIWA trading as Solomon Water (the recipient/Water Treatment Plant subproject proponent) that:-

1. [REDACTED] Crop Owner and Solomon Water agreed to the crop compensation amounted to SBD\$1,245-00 based on Ministry of Agriculture Crop ratings. And Loss of income assistance amounted to SBD\$11,205-00 calculated based on annual net product market value multiply by 3 years.
2. The project owner (Solomon Water) agreed to pay [REDACTED] the agreed Total crop compensation package amounted to SBD\$12,450-00 on the first week of May 2020.
3. The provisions of this agreement will come into force from the date of signing of this deed.
4. [REDACTED] will be given 14 days' notice to harvest her crops

For [REDACTED] signature
Crop Owner

[REDACTED] Signature of Solomon Water
Representative

Ian Gooden
General Manager
Solomon Water

Witnesses:

1. [REDACTED]
Kongulai
(Signature, Name and Address)

Final Inventory of garden crops and fruit trees on Kongulai –site B

Date: 4th February 2020 (Cut of date as well)

Emmy

Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
	Coconut Tree	7	150	1050
	Mango Tree	1	50	50
	Capoke Tree	1	50	50
	Ngali Nut Tree	1	120	50
	Water Grass	3	15	45
Total Cost				\$ 1,245

Source: Agriculture Extension Officer (MoA&L)

Listing Confirmed by  



RESETTLEMENT AGREEMENT

This Agreement is made the 16th day of April 2020

A. PARTIES TO THE AGREEMENT

Solomon Islands Water Authority (SIWA) trading as Solomon Water (SOLOMON WATER), of P. O. Box 1407, Honiara, represented by the Chief Executive Officer (CEO) of the one part

AND

██████████ representing the affected household/family (H7) currently settled in the Proposed Water Treatment Plant Vicinity, Kongulai, West Guadalcanal of the other part

B. WHEREAS:

1. ██████████ is one of the persons currently having one of the eight houses on the Proposed Water Treatment Plant development vicinity, covered Part of the registered Perpetual Estate Title in Parcel Number 191-073-4 (hereinafter referred to as "the Settlement Land") Plot B situated at Kongulai, West Guadalcanal
2. The Land intended for resettlement is a Part of parcel number 191-073-10 measured approximate 3,200 square meter as indicated on the Plans attached to this Agreement (hereinafter referred to as "the Re-Settlement Land")
3. Solomon Water has agreed to resettle ██████████ and ██████████ has agreed to be resettled subject to the terms and conditions hereinafter set out

IT IS AGREED that in consideration of the premises, terms, covenants and stipulations herein contained, the Parties hereto hereby agree with each other as follows:

C. PURPOSE

4. The purpose of this AGREEMENT is to establish the terms and conditions governing the relocation of the affected persons currently living within the Water Treatment Plant (WTP) Part of the registered perpetual estate in parcel number 191-073-4 Known as PLOT B on the Plan Attached
5. In particular this AGREEMENT is intended to:
 - a. Allow the subject site (Plot B) vacated by the time required by Solomon Water to proceed with the Water Treatment Plant works

- b. Allow access and approval for the authorized SIWA staff, vehicles, contractors and consultants to carry out works of the Water Treatment Plant
- c. Maintain ongoing cordial relationship between the two parties

D. AGREEMENT AND RESPONSIBILITIES UNDER THIS AGREEMENT

6. On Site Agreement and Responsibilities

6.1 House Compensation

- a) [REDACTED] current existing house is estimated at **SBD\$102,060-00** and Solomon Water will construct a replacement standard 2 bed room house of estimated valued of **SBD\$375,000-00 dollars**
- b) Solomon Water will manage the construction of the approved and agreed Two bed room house plan
- c) Solomon Water will be responsible for the cost of providing water and power connection lines to the relocation site and replaced houses. Payment of water and power bills will be the responsibility of the house owner
- d) Solomon Water will meet the cost of transport hiring for moving and transporting movable items from current settlement site to new resettlement site. Cost estimate is SBD\$400 per Load x 2 =SBD\$800-00 (3 - 4 ton truck)

20NB
[Signature]

6.2 Land Compensation

- a) Solomon Water will transfer Lease Title to the relocation land to [REDACTED] and [REDACTED] whom will hold Lease Title on behalf of [REDACTED] and other Affected Persons to be resettled on site in the project sponsored resettlement site

[Signature]

6.3 Other Works

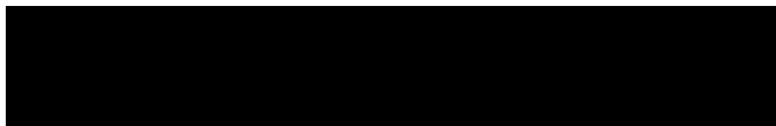
- a) Solomon Water will meet other associated relocation site cost for works like Access track, Septic, Drainage and Building platforms
- b) Solomon Water will relocate existing one (1) free stand Pipe as per Konguali lease agreement (191-064-1) off site before the handover of the resettlement site
- c) [REDACTED] will salvage any materials from his current houses within one week from the handover of the resettlement site

6,4 Loss of Crop Compensation and Loss of Income Assistance

- a) Solomon Water will compensate [REDACTED], an amount of SBD\$4,310-00 dollars being for Loss of Crops based on the final survey Crop listing calculated basing on the Ministry of Agriculture Crop Rates.
- b) Solomon Water will further compensate [REDACTED] an amount of SBD\$38,790-00 being for Loss of income assistance.

7-0 Payment


- a) Solomon Water and [REDACTED] agreed that on signing of this Agreement a total sum of SBD\$43,100-00 Payment will be raised and paid to [REDACTED] through his Lawyers account as per Bank details below:-



- b) Payment will be paid on the first week of May 2020

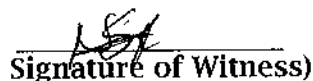
IN WITNESS WHEREOF the Parties have executed this Contract on the day and year first hereinbefore written.

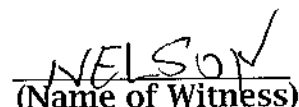
SIGNED ON BEHALF OF
SOLOMON ISLANDS WATER AUTHORITY)


IAN GOODEN
General Manager

SIGNED BY [REDACTED])
In the presence of:




Signature of Witness)


(Name of Witness)

BEITHEL LAW FIRM
P.O. BOX 2441
HONIARA, SOLOMON ISLANDS
BARNABAS UPWE
BARRISTER & SOLICITOR
COMMISSION FOR OATHS
COMMISSION FOR OATHS
CERTIFIED TO BE A TRUE COPY/LIKENESS

Crops Compensation Settlement Agreement


This agreement is made the 9th day of April 2020

Between

_____ resident of Kongulai area on PLOT B (the User) and SIWA trading as Solomon Water (the recipient/Water Treatment Plant subproject proponent) that:-

1. [REDACTED] Crop Owner and Solomon Water agreed to the crop compensation amounted to SBD\$4,310-00 based on Ministry of Agriculture Crop ratings. And Loss of income assistance amounted to SBD\$38,790-00 calculated based on annual net product market value multiply by 3 years.
2. The project owner (Solomon Water) agreed to pay [REDACTED] the agreed Total crop compensation package amounted to **SBD\$43,100-00** on the **first week of May 2020**.
3. The provisions of this agreement will come into force from the date of signing of this deed.
4. [REDACTED] will be given 14 days' notice to harvest
HIS crops

_____ signature
Crop Owner


Signature of Solomon Water
Representative

Witnesses:

1. Joe
2. Joe Konzulai
(Signature, Name and Address)

Ian Gooden
General Manager
Solomon Water

Final Inventory of garden crops and fruit trees on Kongulai –site B

Date: 4th February 2020 (Cut of date as well)

Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
Now bearing fruits (Estimate)	Apple Tree	2	50	100
Not yet bearing fruit				
Now bearing fruits	Guava Tree	4	30	120
Not yet bearing fruit				
Now bearing fruits	Bread fruit Tree	7	50	350
Not yet bearing fruit				
Now bearing fruits	Bilnut Tree	18	30	540
Not yet bearing fruit				
Now bearing fruits	Coconut Tree	6	150	900
Not yet bearing fruit				
Now bearing fruits	Cocoa Tree	40	50	2,000
Not yet bearing fruit				
Now bearing fruits	Five corner Tree	1	50	50
Not yet bearing fruit				
Now bearing fruits	Banana tree	4	15	60
Not yet bearing fruit				
Now bearing fruits	Mango Tree	1	50	50
Not yet bearing fruit				
Now bearing fruits (Estimate)	Soursop Tree	3	25	75
Not yet bearing fruit				
Now bearing fruits	Lemon Tree	1	30	30
Not yet bearing fruit				
Now bearing fruits (Estimate)	RabutanTree	1	30	30
Not yet bearing fruit				
Now bearing fruits	Christmas Tree	1	15	15
Not yet bearing fruit				
Now bearing fruits	Inkory	1	50	50
Not yet bearing fruit				
Now bearing fruits	Kapok Tree	1	30	30
Not yet bearing fruit				
Total Cost				\$4,310

Source: Agriculture Extension Officer (MoA&L)

Listing Confirmed by 

Final Inventory of garden crops and fruit trees on Kongulai –site B

Date: 4th February 2020 (Cut of date as well)




RESETTLEMENT AGREEMENT

This Agreement is made the 16th day of April 2020




A. PARTIES TO THE AGREEMENT

Solomon Islands Water Authority (SIWA) trading as Solomon Water (SOLOMON WATER), of P. O. Box 1407, Honiara, represented by the Chief Executive Officer (CEO) of the one part

AND

 representing the affected household/family (H6) currently settled in the Proposed Water Treatment Plant Vicinity, Kongulai, West Guadalcanal of the other part

B. WHEREAS:

1.  is one of the persons currently having one of the eight houses on the Proposed Water Treatment Plant development vicinity, covered Part of the registered Perpetual Estate Title in Parcel Number 191-073-4 (hereinafter referred to as "the Settlement Land") Plot B situated at Kongulai, West Guadalcanal
2. The Land intended for resettlement is a Part of parcel number 191-073-10 / measured approximate 3,200 square meter as indicated on the Plans attached to this Agreement (hereinafter referred to as "the Re-Settlement Land") x LV
A.J
Q
3. Solomon Water has agreed to resettle  and  has agreed to be resettled subject to the terms and conditions hereinafter set out

IT IS AGREED that in consideration of the premises, terms, covenants and stipulations herein contained, the Parties hereto hereby agree with each other as follows:

C. PURPOSE

4. The purpose of this AGREEMENT is to establish the terms and conditions governing the relocation of the affected persons currently living within the Water Treatment Plant (WTP) Part of the registered perpetual estate in parcel number 191-073-4 Known as PLOT B on the Plan Attached
5. In particular this AGREEMENT is intended to:
 - a. Allow the subject site (Plot B) vacated by the time required by Solomon Water to proceed with the Water Treatment Plant works

- b. Allow access and approval for the authorized SIWA staff, vehicles, contractors and consultants to carry out works of the Water Treatment Plant
- c. Maintain ongoing cordial relationship between the two parties

D. AGREEMENT AND RESPONSIBILITIES UNDER THIS AGREEMENT

6. On Site Agreement and Responsibilities

6.1 House Compensation

- a) [REDACTED] current existing house is estimated at **SBD\$58,125-00** and Solomon Water will construct a replacement standard 2 bed room house of estimated valued of **SBD\$375,000-00 dollars**
- b) Solomon Water will manage the construction of the approved and agreed Two bed room house plan
- c) Solomon Water will be responsible for the cost of providing water and power connection lines to the relocation site and replaced houses. Payment of water and power bills will be the responsibility of the house owner
- d) Solomon Water will meet the cost of transport hiring for moving and transporting movable items from current settlement site to new resettlement site. Cost estimate is SBD\$400 per Load x 2 =SBD\$800-00 (3 - 4 ton truck)

x LV
A-J
Q
T

6.2 Land Compensation

- a) Solomon Water will transfer Lease Title to the relocation land to [REDACTED] and [REDACTED] whom will hold Lease Title on behalf of [REDACTED] and other Affected Persons to be resettled on site in the project sponsored resettlement site

6.3 Other Works

- a) Solomon Water will meet other associated relocation site cost for works like Access track, Septic, Drainage and Building platforms
- b) Solomon Water will relocate existing one (1) free stand Pipe as per Konguali lease agreement (191-064-1) off site before the handover of the resettlement site
- c) [REDACTED] will salvage any materials from his current houses within one week from the handover of the resettlement site

6.4 Loss of Crop Compensation and Loss of Income Assistance

- a) Solomon Water will compensate [REDACTED] an amount of SBD\$900-00 dollars being for Loss of Crops based on the final survey Crop listing calculated basing on the Ministry of Agriculture Crop Rates.
- b) Solomon Water will further compensate [REDACTED] an amount of SBD\$8,100-00 being for Loss of income assistance.

7-0 Payment


- a) Solomon Water and [REDACTED] agreed that on signing of this Agreement a total sum of SBD\$9,000-00 Payment will be raised and paid to [REDACTED] through her Lawyers account as per Bank details below:-

[REDACTED]


- a) Payment will be paid on the first week of May 2020


IN WITNESS WHEREOF the Parties have executed this Contract on the day and year first hereinbefore written.

SIGNED ON BEHALF OF
SOLOMON ISLANDS WATER AUTHORITY)


.....
IAN GOODEN
General Manager

SIGNED BY: [REDACTED])
In the presence of:


.....


Signature of Witness)

Ashley John
(Name of Witness)

DEPARTMENT OF LANDS AND MINES
P.O. BOX 2401
HONARA, SOLOMON ISLANDS
BARNABAS UPWE
BARNABAS UPWE SOLICITOR
Commissioner of Oaths
CERTIFIED TO BE A TRUE COPY/LIKENESS

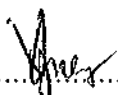
Crops Compensation Settlement Agreement

This agreement is made the 9th day of April 2020

Between

██████████ resident of Kongulai area on PLOT B (the User) and SIWA trading as Solomon Water (the recipient/Water Treatment Plant subproject proponent) that:-

1. ██████████ Crop Owner and Solomon Water agreed to the crop compensation amounted to SBD\$900-00 based on Ministry of Agriculture Crop ratings. And Loss of income assistance amounted to SBD\$8,100-00 calculated based on annual net product market value multiply by 3 years.
2. The project owner (Solomon Water) agreed to pay ██████████ the agreed Total crop compensation package amounted to SBD\$9,000-00 on the first week of May 2020.
3. The provisions of this agreement will come into force from the date of signing of this deed.
4. ██████████ will be given 14 days' notice to harvest her crops



██████████ signature

Crop Owner



Signature of Solomon Water

Representative

Witnesses:

1. Jae Kongulai

(Signature, Name and Address)

Ian Gooden
General Manager
Solomon Water

Final Inventory of garden crops and fruit trees on Kongulai –site B

Date: 4th February 2020 (Cut of date as well)



Rating Comments	Garden Crops/Fruit Trees	Quantity	Rate	Amount (\$)
	Casava	40	15	600
	Banana Tree	10	15	150
	Bilnut Tree	5	30	150
Total Cost				\$900

Source: Agriculture Extension Officer (MoA&L)

Listing Confirmed by  



