

Tabbed
28/11

Before the Whangarei District Council Hearings Committee

In the Matter of the Resource Management Act 1991 (RMA)

And

In the Matter of Proposed Plan Changes 88, 109, 115, 136 and 148
(Whangarei District Plan).

**Evidence of Brett Lewis Hood on behalf of Northland Christian Camps Trust Board
(NCCTB) and Stewards Trust of NZ Inc. (STNZ)**

Dated 28th November 2019

Reyburn and Bryant 1999 Ltd
PO Box 191, Whangarei
Email: brett@reyburnandbryant.co.n

Introduction

1. The Trust Board holds a lease over land owned by the Stewards Trust of NZ Inc. land at 89A One Tree Point Road
2. The objects of the Trust are contained in the Trust Deed (provided).

The Scheduled Overlay Area versus a precinct

3. The land is currently zoned Living 1, but it also has a Scheduled Overlay Area (No. 9).
4. Scheduled overlays are a mechanism used in the plan to deal with bespoke zones where activities do not fit comfortably with any of the other more "mainstream" zones.
5. In my view, the equivalent mechanism to the Scheduled Overlay Areas in the National Planning Standards is a "precinct". In fact, I think that the two mechanisms work in exactly the same way. i.e. the underlying zone provisions apply, except for specified exemptions contained in the overlay/precinct.
6. The Trust Board submission requested that the Scheduled Overlay Area 9 rule "exemptions" be "rolled over" into the new plan through the use of a precinct.

Section 42A report recommendation

7. The s42A report recommendation was to zone the site General Residential with no precinct overlay, stating that the Trust can rely on a combination of existing use rights and the General Residential zone provisions. The implications of this approach are covered in my pre-circulated evidence. In essence, existing use rights will only cover the existing activities. Any new activities would require resource consent, and based on the recommended General Rural rules, these would be a combination of discretionary and non-complying activities.
8. It is possible that the Council felt that there was not enough detail in the original submission to justify a precinct, which resulted in the recommendation to reject the submission. The additional detail now provided in the pre-circulated evidence includes:
 - a. Photographs and plans showing the level of development and investment already on the site.
 - b. A plan showing planned future development.

- c. The Trust deed showing the objects of the Trust.
- d. Clarification of the likely activity status of future activities planned in accordance with the Trust deed.
- e. Clarification on the limitations of relying on existing use rights.

Relief Sought

- 9. Given the structure of the new General Residential chapter, the only precinct overlay provisions that are necessary are:
 - a. Visitor accommodation included as a permitted activity.
 - b. Recreational facilities included as a permitted activity.
 - c. Educational facilities included as a permitted activity.
 - d. General community included as a permitted activity.
 - e. Maximum height of gymnasium building (15m).

Scheduled Site or Overlay Area No. 8	
	<p>activity under the Rural Production Environment rules, and shall be maintained continuously thereafter;</p> <p>d) The species of plants to be planted shall be appropriate to the landscape character of the area and shall be predominantly evergreen, and;</p> <p>e) All proposed landscape design shall be undertaken with consultation with adjoining land owners and shall be approved by the Council's Parks Manager with such approval not to be unreasonably withheld.</p>

Scheduled Site or Overlay Area No. 9	
<p>Map N0 64E, 51E</p> <p>Zone (Environment) Rural Countryside with Future Living 1 Environment Overlay.</p> <p>Legal Site Description Lot 7 DP 42741 and part Allotment 4 Parish of Ruakaka and defined on DP 23910 and being the land contained in Certificate of Title NA630/3 and NA1156/65</p>	<p>Conditions</p> <p>The Rules and Performance Standards of the Rural Production Environment are applicable, subject to the following exceptions:</p> <ol style="list-style-type: none"> 1. Exception will apply to the Rural Production Environment Rules and will provide for the following exceptions that provide for: <ol style="list-style-type: none"> a) Temporary non-commercial accommodation in buildings and in tents or caravans; and b) Educational, social, cultural, sporting, recreational and religious pursuits using indoor and outdoor facilities. 2. Exception will apply to Appendix 6A, such that car parking will be provided for according to the standards set for a 'place of assembly' and provide, further, that car parking and layout standards are not to apply to such car parks so that they may be located on grass surfaces without being marked. 3. Exception will apply to Rule 38.3.10(a)(i), such that it will provide for 55dBA L10 between 0700 and 2200 and provided further that noise measurements are to be taken by reference to ground floor levels of residential buildings only. 4. Exception will apply to Rule (number to confirmed), such that residential units will be permitted, providing for: <ol style="list-style-type: none"> a) Staff accommodation of 10 residential units; and b) Accommodation of camp attendees in permanent structures, providing for up to 200 beds at any time, provided that none will be occupied for a period of longer than 10 days; and c) Temporary accommodation for tents, caravans, motor homes and such like for 200 beds, at any time, provided that none will be occupied for a period of longer than 10 days. 5. Exception will apply to Rules (number to confirmed), such that it will provide for: <ol style="list-style-type: none"> a) One building being used as a gymnasium and such building shall not exceed the following standards: <ul style="list-style-type: none"> • a maximum gross floor area(including verandas and mezzanine floors) of 2150m²; • a maximum height of 15m; • a setback of 20m from any external boundary.

Scheduled Site or Overlay Area No. 9	
	<ul style="list-style-type: none"> b) For all other buildings, a maximum height of 10m shall apply; c) The total building coverage shall not exceed 35% of the net site area.

Scheduled Site or Overlay Area No. 10	
<p>Maps N0 46</p> <p>Zone (Environment)</p> <p>Living 1- Beach Road East Overlay Area</p> <p>Any activity within Area A of the Beach Road East Overlay Area which does not comply with a condition for a permitted activity is a discretionary activity</p> <p>Legal Site Description</p> <p>Allot 451 Town of Grahamtown</p>	<p>Conditions</p> <ol style="list-style-type: none"> 1. Any activity within Area A of the Beach road east Overlay Area is a permitted activity if: <ol style="list-style-type: none"> a) Building coverage on that portion of the site above Mean High Water Springs does not exceed 35% for residential and that an additional 5% coverage (to a total of not more than 40% coverage) may be utilized for deck structure/s; and b) Any building is setback: <ol style="list-style-type: none"> i. With respect to the boundary with Beach Road (the south-western boundary), not less than 3.0m from that boundary; and ii. With respect to the unformed legal road (the northern boundary), for the first 6.0m from Beach Road, not less than 3.0m from that boundary, and for the balance of the site, not less than 2.0m from that boundary, provided that for a maximum boundary length of 10.0m the setback may be nil; and iii. With respect to Mean High Water Springs, for the first 15.0m along MHWS, from Beach Road, not less than 5.0m from MHWS, and for the balance of the site, not less than 2.5m from MHWS, provided that a deck structure/s may be located not less than 1.0m from MHWS; and iv. With respect to Area B shown on the overlay, not less than 5.0m from the landward edge of Area B, provided that for a deck structure/s the setback may be nil. c) Any building, that does not penetrate the daylight angles defined in Appendix 11, except that with respect to the boundary with the unformed legal road (the northern boundary) the daylight angle is defined using a maximum height of 5.5m for a maximum building length of 10.0m; and d) On those portions of the site with a setback of not less than 3.0m from the Beach Road and unformed legal road frontages: <ol style="list-style-type: none"> i) A mixture of trees and shrubs shall be planted at no less than an average of 2.0m spacing; and ii) Plants shall be capable of achieving a height of no less than 2.0m; and iii) All landscape planting is to be established within the first planting season following the completion of construction of any buildings on the site; and iv) At least 50% of the plants shall be indigenous species. e) In all other respects, the activity complies with all Living 1 Environment Rules.

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DEED OF TRUST

NORTHLAND CHRISTIAN CAMPS TRUST



TABLE OF CONTENTS

1.	NAME	1
2.	OBJECTS	2
3.	POWERS OF THE BOARD TO CARRY OUT OBJECTS	2
4.	GENERAL RESTRICTION ON POWERS OF THE BOARD	3
5.	STATEMENT OF FAITH AND QUALIFICATIONS OF THE BOARD	3
6.	APPOINTMENT, RESIGNATION AND DISMISSAL OF BOARD MEMBERS	4
7.	ADMINISTRATION	5
8.	ANNUAL GENERAL MEETING	6
9.	POWER TO DELEGATE	6
10.	APPLICATION OF FUNDS	7
11.	LIMITATION OF BOARD MEMBERS' LIABILITY	8
12.	ALTERATIONS	8
13.	WINDING UP	8
	STATEMENT OF FAITH	12

DEED OF TRUST
NORTHLAND CHRISTIAN CAMPS TRUST

EXECUTED this day of 2008

BACKGROUND

- A. We, **KENNETH GEORGE STEVENSON** of Auckland, Valuer, **SCOTT EDWARD DELEMARE** of Whangarei, Assistant School Principal, **ROBERT HARRY LAMASON** of Auckland, Civil Engineer, **GRAEME KEITH COLEBROOK** of Whangarei, Builder, **CAMERON NOEL DICK** of Warkworth, Building Services Engineer, **IAN MARTYN MACKAY** of Whangarei, School Teacher **HAYLEY ALEXANDRA LENIHAN** of Whangarei, Accountant and **BARRY STUART MCINTOSH** of Whangarei, Retired ("the Trustees") are currently the Board members of Northland Christian Camps Trust (collectively referred to as "the Board").
- B. The Board administers a property situated at 89a One Tree Point Road, Ruakaka, Whangarei District ("the Property") and manages the camping and accommodation activities conducted on the Property. Title to the Property is vested in the Stewards' Trust of New Zealand Incorporated ("Stewards' Trust") under a Declaration of Trust dated 18 July 1983 ("the Declaration of Trust").
- C. The Declaration of Trust sets out the Christian and charitable purposes for which the Property is held. The Schedule of doctrines and practices attached to that Declaration of Trust reflects the beliefs and practices of Open Brethren or Christian Brethren Assemblies in New Zealand.
- D. The Board has hitherto functioned informally and now wishes to formalise its constitution and rules.

THIS DEED IS EVIDENCE THAT the Board holds and stands possessed of the Board's existing capital and income, together with the Property (collectively referred to hereinafter as "the Trust Fund") which may at any time become vested in the Board upon the trusts detailed below:

1. NAME

THE name of the Board is *Northland Christian Camps Trust*.

2. OBJECTS

EXCLUSIVELY within New Zealand and for the advancement of the Christian faith:

- (a) To administer the Property as manager in terms of the Declaration of Trust and in particular to operate the Property as a Christian ministry by hosting camps and conferences, by organising meetings and providing residential facilities.
- (b) To teach the Christian faith and to encourage the development of Christian principles, particularly, in youth.
- (c) To give education and instruction in manual, physical, vocation or life skills, to provide leadership training to youth with the goal of equipping them with those skills and knowledge in order to lead successful lives in their communities and enabling them to deal with the rigours and challenges of living in a modern society.
- (d) To carry out such other similar or related Christian charitable purposes within New Zealand as the Board shall determine.

3. POWERS OF THE BOARD TO CARRY OUT OBJECTS

IN carrying out the objects of the Board, the Board may, subject to clause 4, exercise the following powers:

- (a) To purchase, take on lease or in exchange, hire or otherwise acquire land, buildings, and any personal property or any interest in the same.
- (b) To administer, improve, manage, work, develop and maintain or sell, lease, let, underlet, exchange, surrender, borrow money on, mortgage, charge, dispose of, or otherwise deal with and turn to account all or any of the Trust Fund (including the Property), or in which the Board has an interest.
- (c) To lend, invest or deposit money on mortgage or any security or without security, and to erect, construct, deconstruct, alter and maintain any buildings or chattels.
- (d) To receive any grant or gift of money including legacies or property for any of the purposes and objects of the trusts herein declared whether subject to any special trust or not so that the Board may nevertheless decline to accept any gift or donation or to take over any property which has annexed to it any condition or obligations not approved by the Board.
- (e) To engage a secretary, and to employ managers and staff as necessary to enable the effective performance of the Board's objects

and responsibilities including the operation of an accommodation and conference facility.

- (f) To engage in business activity, make investments and support the aims and objectives of the Board by any and all lawful and appropriate means providing always that the charitable status of the Board is observed.
- (g) To enter into licence agreements.
- (h) To delegate any of its powers to committees consisting of such persons (whether Trustees or not) as the Board shall think fit for the purpose of the administration of the trusts hereby declared.
- (i) To commission advisors and experts to advise the Board.
- (j) To use the Trust Fund (including the Property) in any way necessary to support such activities of the Board as are considered by the Board to be necessary to further the objects of the Board.
- (k) To exercise all powers conferred on Trustees by the Trustee Act 1956 and any amendment or re-enactment thereof.

4. GENERAL RESTRICTION ON POWERS OF THE BOARD

- (a) **THE** Board shall not sell or dispose of the Property without the prior approval of the Board of The Stewards' Trust.
- (b) The Board is not obligated to make the resources of the Trust and the Property available to individuals or groups whose view, values, and/or behaviours are unacceptable or opposed to the values of the Trust or who intend to use the Property for purposes contrary to, or inconsistent with, the charitable purposes represented in clause 2 herein.

5. STATEMENT OF FAITH AND QUALIFICATIONS OF THE BOARD

- (a) **EVERY** Trustee shall prior to executing this Deed and every subsequent new Trustee shall prior to his or her appointment subscribe to a declaration as to his or her belief in the Statement of Faith set out herein (which is identical to that attached to the Declaration of Trust) and should any Trustee fail to subscribe to the declaration (whether prior to his or her appointment or at such other time or times as he or she may be required to do so by resolution of the Board) he or she shall thereupon immediately cease to be a Trustee of the Board. Any Trustee ceasing to hold the said beliefs shall immediately cease to be a Trustee of the Board.

- (b) The Statement of Faith reflects the beliefs and practices of the Christian Church. To be qualified to serve as a Trustee of the Board, a person must be a member in good standing of a Christian church (which may or may not be a Brethren Assembly) and must be commended in writing by that church to act as a Trustee.

6. APPOINTMENT, RESIGNATION AND DISMISSAL OF BOARD MEMBERS

- (a) The number of Trustees of the Board shall never be less than five (5) nor more than nine (9).
- (b) The Trustees shall ensure that, at all times, no less than 51% of the Board members are elected by Christian Brethren Assemblies.
- (c) Any vacancy in the number of the Board shall be filled as soon as convenient by resolution of the remaining Trustees of the Board. The Board may also, subject to clause 6(a), add to their number whether or not a vacancy has occurred. No resolution appointing a Trustee of the Board shall be effective unless the person to be appointed is qualified to be a Trustee of the Board under the provisions of clauses 5(a) and (5)(b) above.
- (d) Two Trustees of the Board shall be required to resign their position on a rotational basis every two (2) years and shall be eligible for re-appointment. The selection of respective Trustees to resign shall be made by mutual agreement. However, in the event of a dispute, the Chairman shall decide on which Trustees should resign. In every other instance, a Trustee may resign their position at any time by written notice sent to the Secretary (“the Secretary”) of the Board, and such resignation shall take effect immediately.
- (e) The Board may at a special meeting of which not less than fourteen (14) days’ notice has been given to the Trustees, decide by a majority of not less than two-thirds (2/3rds) of the Trustees present at such meeting, without assigning any reason for that decision, that it is undesirable that any particular Trustee of the Board shall continue to hold that office and shall give him/her notice in writing to that effect whereupon that person shall immediately cease to be a Trustee of the Board.
- (f) The office of a Trustee of the Board shall be vacated in each of the following cases, that is to say if a Trustee:
 - (i) dies;
 - (ii) resigns or refuses to act;

- (iii) is absent without leave from three consecutive ordinary convened meetings of the Board;
 - (iv) is disqualified to act as an “*officer*” under the terms of the Charities Act 2005.
 - (v) is dismissed under the provisions of this Deed.
- (g) Notwithstanding any vacancy in the number of the Trustees of the Board, the Board for the time being shall during any vacancy have the same powers and authorities and discretions and may act in all respects as if there is a full Board.

7. ADMINISTRATION

- (a) **THE** Board shall hold a meeting every calendar year as its annual general meeting of the Board (“the Annual General Meeting”) and at that meeting shall elect a chairperson, secretary and treasurer for the ensuing year (“Chairman”, “Secretary” and “Treasurer”). The Treasurer shall present annual financial statements covering the financial affairs of the Board to each Annual General Meeting of the Board.
- (b) The Board shall at the Annual General Meeting appoint a duly qualified auditor who shall audit the accounts of the Trust once every year and such auditor shall have access at all reasonable times to the books and accounts of the Board and shall make a report to the Board on the accounts and state whether the same exhibit a true and fair record and view of the results and state of affairs of the Board.
- (c) The Board shall report annually to the Christian Brethren Assemblies.
- (d) The Board shall meet at such times as the Trustees deem appropriate for the purposes of conducting its business. Meetings may also be held electronically.
- (e) For a face-to-face meeting, five (5) Trustees of the Board shall constitute a quorum. For a meeting held by audio or video link, all Trustees reasonably accessible in New Zealand shall participate.
- (f) Should the Chairman fail to appear at any meeting within fifteen (15) minutes of the time fixed for commencement of such meeting then the Trustees present may appoint one of their number to be Chairman of such meeting.
- (g) A resolution in writing signed by all the Trustees of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Trustees. A

facsimile copy of any such signed document shall be sufficient evidence of the relevant Trustees of the Board signing of the resolution.

- (h) The Board shall have a Common Seal which shall be affixed to documents in the presence of any two Trustees for the time being and in accordance with a resolution passed by the Board authorising such execution.
- (i) The Board shall keep a minute book in which its proceedings are recorded. Upon every appointment of a Trustee of the Board and upon every occurrence of a vacancy in the membership of the Board or a removal or resignation of a Trustee of the Board the secretary shall record the appointment, vacancy, resignation or removal in the minute book.

8. ANNUAL GENERAL MEETING

- 8.1** THE Annual General Meeting of the Trust shall be held each year within six (6) months of the end of financial year at such place, date and time as the Board shall determine.
- 8.2** The Annual General Meeting shall, amongst other matters, carry out the following business:
 - (a) receive the minutes of the previous annual general meeting and of any other special general meeting held since the last annual general meeting; and
 - (b) receive the Trust's statement of accounts for the preceding year and an estimate of income and expenditure for the current year; and
 - (c) receive reports from the Board and its committees; and
 - (d) elect (or re-elect) Board members, Chairman and Deputy Chairman as required;
 - (e) consider and decide any other matter which may properly be brought before the meeting.

9. POWER TO DELEGATE

THE Board may from time to time appoint any committee and may delegate in writing any of its powers and duties to any such committee or to any person, and the committee or person as the case may be, may exercise or perform the delegated powers or duties in like manner and with the same effect as the

Board could itself have exercised or performed them. Any committee or person to whom the Board has delegated powers or duties shall be bound by the charitable purposes of the Trust. It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a member of the Board.

10. APPLICATION OF FUNDS

ALL funds, assets and income of the Board shall be applied exclusively towards furthering the charitable objects of the Board within New Zealand and no portion shall be paid or transferred directly or indirectly to any Trustee of the Board provided that:

- (a) Trustees may be paid reasonable out-of-pocket expenses incurred by them in the fulfilment of their duties.
- (b) The Board may pay to any person lending money to it interest not exceeding a reasonable commercial rate on the money which is lent.
- (c) The Board may pay to a Trustee at any time a reasonable fee or remuneration for any professional work done by that Trustee for the purposes of the Trust.
- (d) The Board may make payment in good faith of reasonable remuneration to any officers, agents or servants of the Board or other persons in return for services actually rendered to the Board but where any such person is a Trustee of the Board, or an "*associated person*" of a member, as that expression is defined in Section OD7(8) of the Income Tax Act 2004 the Trustee himself or the Trustee with whom such person is associated shall not vote or take part in any discussion as to whether or not to employ such person and the fixing of remuneration or other benefit to be paid or given to such person shall be done in the absence both of the person and (where that is relevant) of the Trustee with whom the person is associated and neither such person nor the Trustee shall be permitted to influence the decision on the issue.
- (e) The Board may enter into contracts with a Trustee or an associated person of a Trustee as long as the Trustee has first disclosed the nature and extent of their interests to the other Trustees. They shall make that disclosure whether they are interested or concerned in any capacity directly or indirectly in the subject matter of the contract and where an associated person is involved they shall disclose the degree of association. In such event the Trustee concerned shall not take part in the deliberations of the Board in relation to the contract or any matter connected with it.

11. LIMITATION OF BOARD MEMBERS' LIABILITY

- (a) **NO** Trustee shall be bound to take any proceedings against a fellow Trustee or a former Trustee for any breach or alleged breach of trust.
- (b) Each Trustee shall be indemnified out of the Trust Fund for all expenses and liabilities incurred in carrying out the objects of the Board, but this indemnity shall not extend to:
 - the Trustee's dishonesty, or
 - the wilful commission by the Trustee of an act known to him or her to be a breach of trust.

12. ALTERATIONS

THE BOARD may, at a meeting of which at least fourteen (14) days' notice has been given to all Trustees currently in New Zealand specifying the change that is proposed, alter the objects, powers and provisions stated in this document by resolution passed by a majority of at least two-thirds (2/3^{rds}) of those present at the meeting PROVIDED HOWEVER the Board may alter this document only in consultation with, and with the prior approval of Stewards' Trust AND PROVIDED FURTHER that no alteration may be made which would permit any part of the Trust fund (whether income or capital) or the Property to be applied to purposes which are not charitable purposes under New Zealand law AND subject also to the provisions of Section 23 of the Charitable Trusts Act 1957.

13. WINDING UP

IF AND when the Trust Fund shall no longer be used or required for the objects declared above the Board may with the approval of Stewards' Trust realise the Trust Fund and the net proceeds arising from such sale shall be transferred to Stewards' Trust to be applied to such Christian and charitable purposes within New Zealand as are most similar to the objects stated above PROVIDED HOWEVER that, if The Stewards' Trust has itself been wound up prior to the winding up of the Board, then the proceeds of the sale shall be applied towards such Christian and charitable purposes as the Board may determine or, in default of such determination, as may be determined by a Judge of the High Court of New Zealand on application by the Board or any Trustee AND shall not be paid or distributed amongst the Trustees of the Board.

THIS DEED is dated as at the date recorded above.

SIGNED by)
KENNETH GEORGE STEVENSON)
as Trustee in the presence of:) _____

Witness' Signature _____

Witness' Name _____

Witness' Occupation _____

Witness' Address _____

SIGNED by)
SCOTT EDWARD DELEMARE)
as Trustee in the presence of:) _____

Witness' Signature _____

Witness' Name _____

Witness' Occupation _____

Witness' Address _____

SIGNED by)
ROBERT HARRY LAMASON)
as Trustee in the presence of:) _____

Witness' Signature _____

Witness' Name _____

Witness' Occupation _____

Witness' Address _____

SIGNED by)
GRAEME KEITH COLEBROOK)
as Trustee in the presence of:)

Witness' Signature _____

Witness' Name _____

Witness' Occupation _____

Witness' Address _____

SIGNED by)
CAMERON NOEL DICK)
as Trustee in the presence of:)

Witness' Signature _____

Witness' Name _____

Witness' Occupation _____

Witness' Address _____

SIGNED by)
IAN MARTYN MACKAY)
as Trustee in the presence of:)

Witness' Signature _____

Witness' Name _____

Witness' Occupation _____

Witness' Address _____

SIGNED by)
HAYLEY ALEXANDRA LENIHAN)
as Trustee in the presence of:)

Witness' Signature _____

Witness' Name _____

Witness' Occupation _____

Witness' Address _____

SIGNED by)
BARRY STUART MCINTOSH)
as Trustee in the presence of:)

Witness' Signature _____

Witness' Name _____

Witness' Occupation _____

Witness' Address _____

STATEMENT OF FAITH

SCHEDULE 1

(Statement of Faith)

The Trustees affirm and agree with the following:

1. That there is one true God, infinite and all powerful, and eternally existing in Three Persons - the Father, the Son and the Holy Spirit;
2. The true humanity and deity of the Lord Jesus Christ;
3. The atonement made on the Cross by our Lord for the sin of the world;
4. The Person of the Holy Spirit as the One who sanctifies and who sets apart, empowers and imparts spiritual gifts to the Church;
5. The inspiration of the Bible and its authority in matters of faith and practice;
6. That salvation is through Jesus Christ alone;
7. The Church is the community of all Christian believers, who have been formed by the Holy Spirit into one body of which the Lord Jesus Christ is the head;
8. The Church is commissioned by Christ to bear witness to the gospel to all peoples through word, deed, and sign; and
9. The second coming of the Lord Jesus Christ and the resurrection of the dead in Christ to eternal life.