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*Parties*

**TE RŪNANGA O NGĀI TAHU**

*and*

**HER MAJESTY THE QUEEN**

in right of New Zealand

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**DEED OF SETTLEMENT**  
**SECTION 13**

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## SECTION 13: SPECIFIC SITES

### 13.1 DEFINITIONS FOR SECTION 13

In this *Section 13*, *Minister* means the Minister of Conservation.

### 13.2 PROPERTY TO BE VESTED WITHOUT CHARGE TO TE RŪNANGA

The Crown agrees that, where a clause in this *Section 13* provides for a property or property interest to be vested or transferred, the vesting or transfer of the property or property interest will be made, or provided for, by the Crown without charge to Te Rūnanga.

### 13.3 ARAHURA VALLEY

#### 13.3.1 Definitions

In this *clause 13.3*:

*Adjoining Sections* means certain properties within the Middle Section and the Top Section, namely:

- (a) Lot 1, DP 730, CT 2B/1005 as shown on *Allocation Plan SS 429/2 (SO 12506)*;
- (b) RS 3106, CT 5D/98 as shown on *Allocation Plans SS 429/3 (SO 12506)* and *SS 429/3a (SO 12506)*;
- (c) RS 3061, CT 2A/1180 as shown on *Allocation Plans SS 429/3 (SO 12506)* and *SS 429/3a (SO 12506)*; and
- (d) Pt RS 2711, CT 2C/1301 as shown on *Allocation Plans SS 429/3 (SO 12506)* and *SS 429/3a (SO 12506)*;

*Legal Roads* means certain legal but unformed roads within the Middle Section, being the land described as Westland Land District, Westland District Council, 130.0 hectares, approximately, being Legal Road adjoining Part Reserve 145, Rural Sections 3061, 3106 and 5562, Part Rural Sections 744, 1676 and 2711, Section 1, SO 11596, Lot 1, DP 730, Section 2, SO 12438, Lot 1, DP 2095, Rural Section 2313, Wainihinihi Creek, Caledonian Creek and Mount Brown Creek. Subject to proposed access easements in favour of Lot 1 DP 730, Rural Sections 3061 and 3106 and Part Rural Section 2711. Subject to survey as shown on *Allocation Plan SS 429/1, 2, 2a, 3, 3a and 4 (SO 12506)*;

*Māwhera Incorporation* means the Proprietors of Māwhera constituted as a Māori incorporation under and subject to Part IV of the Māori Affairs Amendment

Act 1967 by clause 3(1) of the Māwhera Incorporation Order 1976 and continued under section 357 of the Te Ture Whenua Māori Act 1993;

*Middle Section* means the outside boundary of Part Reserve 145, situated in Blocks III, IV, VII, VIII, XII and XVI Kanieri Survey District and Blocks V, IX and XIII Turiwhate Survey District as shown bordered with bold black lines and labelled “Middle Section” in the plan of the Arahura Valley as shown on *Allocation Plan SS 429/1 (SO 12506)*;

*Private Sections* means certain properties within the Top Section, namely:

- (a) RS 801, CT 2C/801 as shown on *Allocation Plan SS 429/5 (SO 12499)*;
- (b) Lot 1 DP 2095, CT 3D/1382 as shown on *Allocation Plan SS 429/5 (SO 12499)*;
- (c) Lot 2 DP 2095, CT 3D/1383 as shown on *Allocation Plan SS 429/5 (SO 12499)*; and
- (d) Lot 3 DP 2095, CT 3D/1384 as shown on *Allocation Plan SS 429/5 (SO 12499)*;

*Reserve* means the Waitaiki Historic Reserve established pursuant to *clause 13.3.2(e)*; and

*Top Section* means the land described as Westland Land District, Westland District Council, 12435.6950 hectares, more or less, being Sections 1, 2 and 3 SO 12438, subject to Section 62 Conservation Act, 1987, but excluding the Private Sections as shown on *Allocation Map SS 429/5 (SO 12499)*.

### 13.3.2 Legislation for the Arahura Valley

The Crown agrees that the Settlement Legislation will provide:

- (a) for the stopping of the Legal Roads on the Settlement Date, notwithstanding sections 116(2)(d), 117 and 118 of the Public Works Act 1981 and section 342 of the Local Government Act 1974;
- (b) for the Legal Roads to be deemed to have the status of Māori freehold land as if it had acquired that status pursuant to section 130 of the Te Ture Whenua Māori Act 1993, and, subject to *clause 13.3.3*, for that land to be vested in the Māwhera Incorporation on the Settlement Date, subject to:

- (i) existing Exploration Permit 40 051 entered into pursuant to the Crown Minerals Act 1991 on 31 May 1993 between the Minister of Energy and L&M Mining Limited and registered in Land Titles Office No. 094861; and
- (ii) existing Exploration Permit 40 194 entered into pursuant to the Crown Minerals Act 1991 on 1 August 1996 between the Minister of Energy and Kenneth Charles Tuhuru Tainui and registered in the Land Titles Office No. 100520;
- (c) for the vesting of the Māori freehold title to the Legal Roads to be free from the requirement under Part IVA of the Conservation Act 1987 to reserve a marginal strip;
- (d) for the removal of the status of conservation (stewardship) area managed for conservation purposes from the Top Section on the Settlement Date, notwithstanding Part V of the Conservation Act 1987;
- (e) for the Top Section to be deemed to be declared a reserve and classified, as if it were classified pursuant to section 16 of the Reserves Act 1977, as an historic reserve subject to section 18 of the Reserves Act 1977, and vested in the Māwhera Incorporation on the Settlement Date, as if vested pursuant to section 26 of the Reserves Act 1977, and subject to the conditions and restrictions imposed pursuant to section 26(2) of that Act and set out in *Attachment 13.1*, notwithstanding anything to the contrary in the Reserves Act 1977, and for this reserve to be known as the “Waitaiki Historic Reserve”;
- (f) that the conditions and restrictions set out in *Attachment 13.1* will be quoted in a schedule to the Settlement Legislation as a matter of record only;
- (g) that quoting the conditions and restrictions referred to in *clause 13.3.2(f)* in a schedule to the Settlement Legislation shall not have the effect of giving them any greater force or effect than they have as special conditions and restrictions of vesting land pursuant to section 26(2) of the Reserves Act 1977;
- (h) for the definition of “Administering body” in section 2 of the Reserves Act 1977 to include the Māwhera Incorporation; and
- (i) for the Reserves Act 1977, except for section 16, to apply to the Reserve and to the Māwhera Incorporation in its capacity as an administering body.

### 13.3.3 Ngāi Tahu Recipients Deed

Te Rūnanga and the Crown agree that, as a precondition to *clause 13.3.2(b)*, the Māwhera Incorporation, as a Ngāi Tahu Recipient, will be required to duly execute a deed of covenant in the form set out in *Attachment 13.3* in accordance with *clause 20.10* (Ngāi Tahu Recipients Bound by Deed) prior to the Settlement Date whereby the Māwhera Incorporation will agree that, within 50 Business Days of the Settlement Date it will:

- (a) duly execute, and present for registration, the easements to maintain vehicular and other access to the Adjoining Sections in the form set out in *Attachment 13.4*;
- (b) enter into an easement to permit continued public access by foot over the walkway from the Landsburg Bridge to the Waitaiki Historic Reserve wherever that walkway crosses Māwhera Incorporation's land;
- (c) agree that the Crown will retain ownership of the Cesspool Swingbridge; and
- (d) enter into a licence providing for the siting of the Cesspool Swingbridge on its current site.

### 13.3.4 Ongoing Permits and Licences

Te Rūnanga and the Crown agree to allow existing permits, licences and concessions within the Reserve to continue until the expiry of the current term of the permit, licence or concession and, without limiting sections 58 and 58A of the Reserves Act 1977, that no new permits, licences or concessions relating to the area of the Reserve will be granted by the Minister of Conservation after the Settlement Date.

## 13.4 RAROTOKA

### 13.4.1 Definitions

In this *clause 13.4*:

*Fisheries Area* means the area surrounding Rarotoka, being described as Southland Land District, Southland District Council, 317.5500 hectares, more or less, marked "A" on SO 12175. Being all New Zealand Gazette 1992 page 4325 (Document 246554.1 Southland Registry) and as shown marked "A" on *Allocation Plan SS 430 (SO 12250)* bordered with a bold black line and commencing at the mean high water mark and extending to the broken black line surrounding Rarotoka as shown on that map;

*Lighthouse Site* means part of Rarotoka, being the land described as Southland Land District, Southland District Council, 3.3980 hectares, more or less, being Section 2 SO 12175. Being all New Zealand Gazette 1992 page 4325 (Document 246554.1 Southland Registry) as shown on *Allocation Plan SS 430 (SO 12250)*; and

*Rarotoka* means the land comprising the island known as Rarotoka or Centre Island being the land described as Southland Land District, Southland District Council, 96.8780 hectares, more or less, being Sections 1 and 2 SO 12175. Being all New Zealand Gazette 1992 page 4325 (Document 246554.1 Southland Registry) as shown on *Allocation Plan SS 430 (SO 12250)* down to the mean high water mark.

#### **13.4.2 Rarotoka to be Vested in Te Rūnanga as Māori Freehold Land**

The Crown agrees that the Settlement Legislation will provide:

- (a) for Rarotoka to be deemed to be Māori freehold land as if it had acquired that status in accordance with section 130 of the Te Ture Whenua Māori Act 1993 on the Settlement Date;
- (b) for Rarotoka to be vested in Te Rūnanga as Māori freehold land on the Settlement Date;
- (c) that Part IVA of the Conservation Act 1987 will not apply to the vesting of Rarotoka referred to in *clause 13.4.2(b)*; and
- (d) that section 147(2) and section 152(1)(f) of Te Ture Whenua Māori Act 1993 will not apply to the partial alienation of Rarotoka in accordance with *clause 13.4.3*.

#### **13.4.3 Te Rūnanga to Lease the Lighthouse Site to the Maritime Safety Authority**

Te Rūnanga agrees that, immediately upon Rarotoka being vested in Te Rūnanga pursuant to *clause 13.4.2(b)*, Te Rūnanga will grant a lease of the Lighthouse Site to the Maritime Safety Authority in the form set out in *Attachment 13.5*.

#### **13.4.4 Crown to Meet Lessor's Costs**

The Crown agrees that it will meet the costs of the Lessor set out in *clause 16.3* of the lease set out in *Attachment 13.5* upon application by the Lessor to the Minister in Charge of Treaty of Waitangi Negotiations.

#### **13.4.5 Management Rights for Fisheries Area**

The Crown agrees that Te Rūnanga is to be given fisheries management rights over the Fisheries Area. Upon formal request by Te Rūnanga the Crown will,

subject to, and in accordance with, the relevant statutory requirements existing at the time, give effect to such request. The timing of any such request, and the nature and extent of the request, will be at the discretion of Te Rūnanga.

## **13.5 WHENUA HOU**

### **13.5.1 Definitions**

In this *clause 13.5*:

*Committee* means the committee of the Southland Conservation Board created pursuant to *clause 13.5.3(c)*;

*Deed of Recognition* means a deed of recognition as described in *clause 12.2*;

*Statutory Acknowledgement* means an acknowledgement made by the Crown in the Settlement Legislation as defined in *clause 12.2*; and

*Whenua Hou* means the island otherwise known as Codfish Island, being all that land described as Southland Land District, Southland District Council, 1530.2 hectares, more or less, being Section 1, SO 12216. Being all the land in New Zealand Gazette 1986 page 1986 as shown on *Allocation Plan SS 431 (SO 12251)*.

### **13.5.2 Whenua Hou to Continue to be a Nature Reserve**

Te Rūnanga and the Crown agree that Whenua Hou will continue to be administered by the Minister of Conservation as a Nature Reserve under the Reserves Act 1977 in recognition that Whenua Hou has important natural and wildlife values and will also continue to be used for national threatened species recovery programmes. Subject to *clause 12.13*, the Minister and Director-General of Conservation will each continue to be individually responsible, in accordance with their respective functions, for any decisions relating to species or their habitat upon Whenua Hou.

### **13.5.3 Legislation for Whenua Hou**

The Crown agrees that the Settlement Legislation will provide:

- (a) for the name of the Codfish Island Nature Reserve to be changed to Whenua Hou Nature Reserve;
- (b) for the islets and stacks adjacent to the Whenua Hou Nature Reserve as shown on *Allocation Plan SS 431 (SO 12251)* to be deemed to be part of the Whenua Hou Nature Reserve;



- (c) for the Southland Conservation Board to appoint a Committee of eight members pursuant to section 6N(2)(b) of the Conservation Act 1987 within six months of the Settlement Date, consisting of:
- (i) one representative of each of the four Southland Papatipu Rūnanga, being the Waihopai Rūnaka, Te Rūnanga o Awarua, Te Rūnanga o Oraka Aparima and the Hokonui Rūnaka; and
  - (ii) four members of the Southland Conservation Board;
- (d) that the failure of any of the four Southland Papatipu Runanga or the Southland Conservation Board to put forward representatives or members for appointment to the Committee pursuant to *clause 13.5.3(c)* will not affect the appointment of the Committee, the validity of the Committee, or the exercise of its functions;
- (e) for the reasonable costs and expenses incurred by the Committee in exercising its functions and obligations under this *clause 13.5* to be paid for by the Crown upon application by the Committee to the Director-General of Conservation;
- (f) that the Committee may advise the Southland Conservation Board, the New Zealand Conservation Authority and the Minister on all matters relating to the control and management of Whenua Hou;
- (g) that the Southland Conservation Board, the New Zealand Conservation Authority and the Minister shall consult with and have particular regard to the views of the Committee, whenever it is practicable to do so, on all matters relating to the control and management of Whenua Hou;
- (h) for the Committee, after consultation with the Director-General of Conservation, to prepare a policy, subject to section 20 of the Reserves Act 1977, setting out the conditions under which the Minister may grant permits for access to Whenua Hou pursuant to section 57 of that Act;
- (i) for a Statutory Acknowledgement to be made in respect of Whenua Hou, which will comprise:
- (i) a description of the Statutory Area as provided in *Attachment 13.6*;
  - (ii) the text of the statement by Te Rūnanga of the particular cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area set out in *Attachment 13.6*; and

- (iii) an acknowledgement by the Crown of Te Rūnanga's statement of that association; and
- (j) for the Southland Conservation Board to delegate to the Committee such other powers and functions in relation to Whenua Hou, pursuant to section 6N(2)(b) of the Conservation Act 1987, as it considers appropriate.

#### 13.5.4 Deed of Recognition for Whenua Hou

The Crown agrees that, no later than the Settlement Date, the Crown will enter into a Deed of Recognition in respect of Whenua Hou, such Deed of Recognition to be in the form set out in *Attachment 13.7*.

### 13.6 CROWN TĪTĪ ISLANDS

#### 13.6.1 Definitions

In this *clause 13.6*:

*Administering Body* in relation to the Crown Tītī Islands means the body constituted in accordance with *clause 13.6.2(e)*;

*Commencement Date* means the date when the Minister approves the initial bylaws for the control and management of the Crown Tītī Islands pursuant to *clause 13.6.6*;

*Crown Tītī Islands* means the islands that, since the Deed of Conveyance dated 29 June 1864 whereby the island of Rakiura and all the large islands and all the small islands adjacent to it were transferred to the Crown, have remained in the ownership and control of the Crown subject to certain rights of Rakiura Māori to take tītī as provided in the Regulations, and as more particularly defined in the term "Crown island" in Regulation 2 of the Regulations, and includes the islets and stacks adjacent to them, and also includes Pikaumamakau-iti (North Island) being 8.3 hectares, more or less, Section 1 SO 12217, more particularly described as Southland Land District, Southland District Council,

1. Motonui Island or Edwards Island  
46.9 hectares, more or less, being Section 15 SO 12215.
2. Jacky Lee Island  
30.7 hectares, more or less, being Section 16 SO 12215.
3. Bunker Islets  
10.7 hectares, more or less, being Section 17 SO 12215.

4. Pihore Island  
1.4 hectares, more or less, being Section 14 SO 12215.
5. Weka Island  
8.1 hectares, more or less, being Section 11 SO 12215.
6. Rukawahakura Island  
23.3 hectares, more or less, being Section 12 SO 12215.
7. Takiwiwini Island  
1.5 hectares, more or less, being Section 13 SO 12215.
8. Kopeka Island  
1.8 hectares, more or less, being Section 10 SO 12215.
9. The Brothers (formerly known as the Sisters)  
4.6 hectares, more or less, being Section 9 SO 12215.
10. Ernest Island  
16.7 hectares, more or less, being Section 7 SO 12215.
11. Kaninihi Island  
2.6 hectares, more or less, being Section 8 SO 12215.
12. Putauhinu Island  
149.9 hectares, more or less, being Section 5 SO 12215.
13. Pukeweka Island  
3.2 hectares, more or less, being Section 6 SO 12215.
14. Big Island  
23.6 hectares, more or less, being Section 4 SO 12215.
15. Betsy Island  
6.3 hectares, more or less, being Section 2 SO 12215.
16. Kundy Island or North Island  
23.0 hectares, more or less, being Section 1 SO 12215.
17. Rat Island  
13.1 hectares, more or less, being Section 3 SO 12215.

18. Pikomamakau-iti or North Island  
8.3 hectares, more or less, being Section 1 SO 12217

as shown on *Allocation Plans SS 432, sheets 1 to 9 (SO 12252)*;

*Rakiura Māori* means any person who is a member of the Ngāi Tahu Tribe or Ngāti Mamoe Tribe and is a descendant of the original Māori owners of Rakiura/Stewart Island;

*Rakiura Titi Committee* means the committee elected pursuant to Regulation 7(1)(c) of the Regulations; and

*Regulations* means the Titi (Muttonbird) Islands Regulations 1978.

### 13.6.2 Legislation for the Crown Titi Islands

The Crown agrees that the Settlement Legislation will provide:

- (a) for the removal of the status of conservation (stewardship) area managed for conservation purposes from the Crown Titi Islands on the Settlement Date, notwithstanding Part V of the Conservation Act 1987;
- (b) that Part IVA of the Conservation Act 1987 will not apply to the vesting of the Crown Titi Islands referred to in *clause 13.6.2(c)*;
- (c) for the vesting of the fee simple estate in the Crown Titi Islands in Te Rūnanga on the Settlement Date;
- (d) for the Crown Titi Islands to continue to be managed by the Crown as if they were a conservation (stewardship) area from the Settlement Date to the Commencement Date and further that:
  - (i) neither Te Rūnanga nor the Crown will undertake any activity that would prejudice the customary rights of Rakiura Māori to take titi on a sustainable basis and the control and management of the Crown Titi Islands in accordance with this *clause 13.6*;
  - (ii) such management will be undertaken subject to the Regulations existing at the date of this Deed; and
  - (iii) *clause 13.6.2* does not limit or affect the power of the Minister to apply sections 36 to 47 of the Conservation Act 1987 until Commencement Date;

- (e) for the Minister to appoint the persons selected by the Rakiura Tīti Committee and Te Rūnanga in accordance with *clause 13.6.3* as an administering body by a notice in the New Zealand Gazette as soon as practicable after the Minister is notified in accordance with *clause 13.6.3* of the persons selected;
- (f) for the Administering Body to be deemed to be appointed by the Minister pursuant to section 38(2) of the Reserves Act 1977, as an administering body to control and manage the Crown Tīti Islands with effect from the Commencement Date, as if the Crown Tīti Islands were a Nature Reserve;
- (g) for the management of the Crown Tīti Islands in accordance with *clause 13.6.2(f)* to be subject to the customary rights of Rakiura Māori to take tīti on a sustainable basis so that those rights are not in any way adversely affected by the management of the Crown Tīti Islands in accordance with *clause 13.6.2(f)*;
- (h) for the consent of Te Rūnanga and the approval of both Te Rūnanga and the Crown in *clause 13.6.9* to be deemed to be sufficient for the purposes of section 38(2) of the Reserves Act 1977;
- (i) that the terms and conditions as to the use of the Crown Tīti Islands set out in *clause 13.6.9* and *Attachments 13.8* and *13.9* will be quoted in a schedule to the Settlement Legislation as a matter of record only;
- (j) that quoting the terms and conditions referred to in *clause 13.6.2(i)* in a schedule to the Settlement Legislation shall not have the effect of giving them any greater force or effect than they have as terms and conditions as to the use of the Crown Tīti Islands pursuant to section 38(2) of the Reserves Act 1977;
- (k) for the Administering Body to exercise all the powers and functions of administering bodies under the Reserves Act 1977, except where this *clause 13.6* provides to the contrary, and such powers and functions shall include the power to make bylaws relating to the management of the Crown Tīti Islands in accordance with this *clause 13.6*;
- (l) that, on the Commencement Date:
  - (i) the Crown will cease to manage the Crown Tīti Islands;
  - (ii) the Administering Body will commence controlling and managing the Crown Tīti Islands in accordance with this *clause 13.6*; and

- (iii) the Regulations will cease to apply to the Crown Titi Islands; and
- (m) for the Crown to, each year, meet those costs of the Administering Body set out in each annual budget approved by the Minister that relate to the Administering Body controlling and managing the Crown Titi Islands as if they were a Nature Reserve.

### **13.6.3 Rakiura Titi Committee and Te Rūnanga to Select Members of the Administering Body**

Te Rūnanga and the Crown agree that:

- (a) the Administering Body will consist of up to nine Rakiura Māori selected by Rakiura Māori at their first annual meeting held pursuant to Regulation 7(1) of the Regulations after the Settlement Date, and one Rakiura Māori selected by Te Rūnanga; and
- (b) within 10 Business Days of the meeting referred to in *clause 13.6.3(a)*, the Rakiura Titi Committee and Te Rūnanga will notify the Minister of the persons selected under *clause 13.6.3(a)*, and the Minister will then formally appoint those persons as the Administering Body by a notice in the New Zealand Gazette as soon as practicable after he or she is notified of the persons selected.

### **13.6.4 Constitution of the Administering Body**

Te Rūnanga and the Crown agree that, within two years of the appointment of the Administering Body pursuant to *clause 13.6.2(e)*, the Administering Body and Te Rūnanga will prepare and agree on a constitution for the Administering Body for the control and management of the Crown Titi Islands in accordance with this *clause 13.6*, taking into account the relevant provisions of the Reserves Act 1977 and the Regulations existing at the date of this Deed, and that the constitution shall include the following matters:

- (a) the Administering Body shall be authorised to expend and apply money in controlling and managing the Crown Titi Islands in accordance with this *clause 13.6*, ensuring the sustainable take of titi, and for the purposes of undertaking any work programme, including any work programme for scientific research;
- (b) the total membership of the Administering Body shall be up to ten members who shall each be appointed for a term of five years;
- (c) after the expiry of the five year term of appointment of the initial members of the Administering Body, the terms of some members will be extended so

that no more than three members of the Administering Body will be required to stand for reappointment in any one year;

- (d) the Administering Body shall have the power to appoint persons with relevant expertise or knowledge to provide advice to the Administering Body; and
- (e) the constitution of the Administering Body may be amended from time to time, provided that any amendment continues to enable the Administering Body to undertake the matters set out in *clauses 13.6.4(a) to 13.6.4(d)* and to control and manage the Crown Titi Islands in accordance with this *clause 13.6*.

### **13.6.5 Bylaws**

Te Rūnanga and the Crown agree that, within two years of the appointment of the Administering Body pursuant to *clause 13.6.2(e)*, the Administering Body, Te Rūnanga and the Minister will prepare and agree on the initial bylaws for the control and management of the Crown Titi Islands in accordance with this *clause 13.6*, taking into account the relevant provisions of the Reserves Act 1977 and the Regulations existing at the date of this Deed.

### **13.6.6 Minister of Conservation to Approve Bylaws**

The Crown and Te Rūnanga agree that the Minister will approve the initial bylaws for the control and management of the Crown Titi Islands in accordance with this *clause 13.6*, and any amendments to those bylaws, provided that he or she is satisfied that:

- (a) the constitution of the Administering Body agreed to pursuant to *clause 13.6.4* is appropriate and enables the Administering Body to administer and expend money on land and to undertake the functions of an administering body under the Reserves Act 1977 and this *clause 13.6*; and
- (b) the initial bylaws for the control and management of the Crown Titi Islands in accordance with *clause 13.6*, and any amendments to those bylaws, are not inconsistent with the Reserves Act 1977.

### **13.6.7 Costs of Establishing the Administering Body**

Te Rūnanga and the Crown agree that the costs of establishing the Administering Body will be met by the Crown upon application by the Administering Body to the Director-General of Conservation.

**13.6.8 Name for Crown Titi Islands**

The Crown agrees that, if the Administering Body formally notifies the Crown of a name to be used in place of the “Crown Titi Islands”, then the Crown will use that name whenever the group of islands referred to in this Deed as the Crown Titi Islands are referred to in any legislation or regulations enacted from the time the Administering Body notifies the Crown of such name. This agreement will not oblige the Crown to amend any legislation that has already been reported back from Select Committee.

**13.6.9 Consent to Management of the Crown Titi Islands**

Te Rūnanga consents to the matters set out in *clauses 13.6.2(f) and 13.6.2(g)* and both Te Rūnanga and the Crown approve the following terms and conditions as to the use of the Crown Titi Islands, all in accordance with section 38(2) of the Reserves Act 1977:

- (a) the Crown Titi Islands shall be managed and controlled by the Administering Body in accordance with the terms and conditions set out in *Attachment 13.8*, and the Administering Body shall, in the exercise of its functions, comply with those terms and conditions; and
- (b) the Administering Body shall prepare and submit to the Minister for his or her approval a management plan for the management of the Crown Titi Islands in accordance with this *clause 13.6* following the process set out in *Attachment 13.9* and shall, in the exercise of its functions, comply with the management plan for the Crown Titi Islands.



SPECIAL CONDITIONS AND RESTRICTIONS SUBJECT TO WHICH  
THE WAITAIKI HISTORIC RESERVE IS VESTED

**ATTACHMENT 13.1**  
**SPECIAL CONDITIONS AND RESTRICTIONS SUBJECT TO WHICH**  
**THE WAITAIKI HISTORIC RESERVE IS VESTED**

*(Clause 13.3.2(e))*

- 1 The Waitaiki Historic Reserve is to be vested in the Māwhera Incorporation and held in trust by the Māwhera Incorporation for the purposes of a historic reserve, but subject to the following conditions and restrictions:
- (a) the Minister and his or her agents or assigns, shall have access in to, over and through the Waitaiki Historic Reserve for the purpose of monitoring rare and endangered species, as well as general eco-system monitoring, provided that the Minister or his or her agents or assigns give the Administering Body at least 25 Business Days notice before it takes such action;
  - (b) there shall be, at no charge, non-commercial public access in to, over and through the Waitaiki Historic Reserve;
  - (c) hunting shall continue to be permitted within the Waitaiki Historic Reserve, subject to and consistent with the management plan for the Waitaiki Historic Reserve;
  - (d) the Crown shall retain ownership of, and the Minister of Conservation shall be responsible for the maintenance of, the huts and bridges within the Reserve listed in *Attachment 13.2* of the Deed of Settlement and as shown on *Allocation Plan SS 429/5 (SO 12499)* at the cost of the Crown, and shall retain any revenue derived from those huts. In maintaining those huts and bridges the Minister of Conservation may decide at his or her sole discretion to modify or remove any of those huts or bridges and may, but is not obliged to, replace any such hut or bridge, provided that the Minister of Conservation gives the Māwhera Incorporation at least 25 Business Days notice before it takes such action;
  - (e) the Crown shall be responsible for the maintenance of the tracks within the Reserve listed in *Attachment 13.2* of the Deed of Settlement and as shown on *Allocation Plan SS 429/5 (SO 12499)* at the cost of the Crown. In maintaining those tracks the Minister of Conservation may decide at his or her sole discretion to modify or close those tracks, provided that the Minister of Conservation gives the Māwhera Incorporation at least 25 Business Days notice before it takes such action;

SPECIAL CONDITIONS AND RESTRICTIONS SUBJECT TO WHICH  
THE WAITAIKI HISTORIC RESERVE IS VESTED

- (f) the Minister of Conservation and his or her agents or assigns shall have full, unrestricted access into, over and through the Reserve for the purposes of inspecting and maintaining the huts, bridges and tracks within the Reserve listed in *Attachment 13.2* of the Deed of Settlement, provided that the Minister of Conservation gives the Māwhera Incorporation at least 25 Business Days notice before it takes such action; and
- (g) nothing in *paragraphs 1(d) to 1(f)* shall require the Minister of Conservation to give the Māwhera Incorporation notice in accordance with those paragraphs where it is unreasonable or impracticable to do so. However, in the event that the Minister of Conservation takes action pursuant to this *paragraph 1(g)* without giving notice to the Māwhera Incorporation, the Minister of Conservation shall give notice to the Māwhera Incorporation of the actions it took as soon as reasonably practicable thereafter.
- 2 Any notice to be given pursuant to *paragraphs 1(a) and 1(d) to 1(f)* shall be sent or delivered to:
- Proprietors of the Māwhera Incorporation  
c/- Ashton Wheelans & Hegan  
PO Box 13 041  
CHRISTCHURCH
- Facsimile: 03 365 4098  
Telephone: 03 366 7154,
- or such other address as may be notified in writing to the Minister of Conservation by the Māwhera Incorporation from time to time.
- 3 The conditions and restrictions set out in *paragraphs 1(a) to 1(c)* shall be subject to any management plan approved by the Minister of Conservation for the Waitaiki Historic Reserve.

**ATTACHMENT 13.2**  
**LIST OF HUTS, BRIDGES AND TRACKS WITHIN THE**  
**WAITAIKI HISTORIC RESERVE**

*(Attachment 13.1)*

HUTS	BRIDGES	TRACKS
Harman Hut (1)	Harman Swing Bridge (9)	[Arahura Valley Track
Mudflats Hut (2)	Mudflats Swing Bridge (10)	Newton Creek Track
Lower Arahura Hut (3)	Newton Creek Swing Bridge (11)	Arahura - Styx Saddle Track
[Top Olderog Hut]	[Olderog Swing Bridge]	Olderog/Jade Creek Access Track
[Lower Olderog Hut]		(overgrown)
Newton Creek Hut (6)		Newton Range Track
[Newton Range Bivouac]		(overgrown)]
[Campbell Range Bivouac]		

**ATTACHMENT 13.3**  
**MĀWHERA INCORPORATION DEED OF COVENANT**  
*(Clause 13.3.3)*

*Date:*

**PARTIES**

- (1) **MĀWHERA INCORPORATION** *(the Recipient)*
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand *(the Crown)*

**BACKGROUND**

- A Pursuant to a deed of settlement dated 21 November 1997 between the Crown and Te Rūnanga, the Crown agreed to vest the Property in the Recipient, subject to certain terms and conditions specified in the Deed of Settlement.
- B As required by clause 20.10 of the Deed of Settlement, the Recipient covenants with the Crown as set out in this Deed.

**NOW THE RECIPIENT AGREES** with the Crown as follows:

**1 INTERPRETATION**

- 1.1 In this Deed, unless the context requires otherwise:

*Adjoining Sections* means certain properties within the Middle Section and the Top Section, namely:

- (a) Lot 1, DP 730, CT 2B/1005 as shown on *Allocation Plan SS 429/2 (SO 12506)*;
- (b) RS 3106, CT 5D/98; as shown on *Allocation Plans SS 429/3 (SO 12506)* and *SS 429/3a (SO 12506)*;
- (c) RS 3061, CT 2A/1180 as shown on *Allocation Plans SS 429/3 (SO 12506)* and *SS 429/3a (SO 12506)*; and
- (d) Pt RS 2711, CT 2C/1301 as shown on *Allocation Plans SS 429/3 (SO 12506)* and *SS 429/3a (SO 12506)*;

*Deed of Settlement* means the deed referred to in Recital A;

*the Māwhera Incorporation* means the Proprietors of Māwhera constituted as a Māori Incorporation under and subject to Part IV of the Māori Affairs Amendment Act 1967 by clause 3(1) of the Māwhera Incorporation Order 1976 and continued under section 357 of the Te Ture Whenua Māori Act 1993;

*the Property* means certain legal but unformed roads within the Middle Section, being the land described as Westland Land District, Westland District Council, 130.0 hectares, approximately, being Legal Road adjoining Part Reserve 145, Rural Sections 3061, 3106 and 5562, Part Rural Sections 744, 1676 and 2711, Section 1, SO 11596, Lot 1, DP 730, Section 2, SO 12438, Lot 1, DP 2095, Rural Section 2313, Wainihinihi Creek, Caledonian Creek and Mount Brown Creek. Subject to proposed access easements in favour of Lot 1 DP 730, Rural Sections 3061 and 3106 and Part Rural Section 2711. Subject to survey as shown on *Allocation Plan SS 429/1, 2, 2a, 3, 3a and 4 (SO 12506)* of the Deed of Settlement, to be stopped and vested in the Recipient pursuant to clause 13.3.2 of the Deed of Settlement; and

*Te Rūnanga* means Te Rūnanga o Ngāi Tahu.

- 1.2 Terms defined in the Deed of Settlement have the same meanings in this Deed, unless the context requires otherwise.
- 1.3 The rules of interpretation set out in clause 1.3 of the Deed of Settlement apply in the interpretation of this Deed.

## **2 RECIPIENT'S COVENANT**

- 2.1 The Recipient covenants with the Crown that the Recipient will observe and perform its obligations under clause 13.3.3 of the Deed of Settlement and will be bound by the terms of the Deed of Settlement in so far as they relate to the Property as if the Recipient had executed the Deed of Settlement.
- 2.2 Without limiting *paragraph 2.1* of this Deed, the Recipient covenants with the Crown that the Recipient will, within 50 Business Days of the Settlement Date:
  - (a) duly execute, and present for registration, the easements to maintain vehicular and other access to the Adjoining Sections in the form set out in Attachment 13.4 of the Deed of Settlement;
  - (b) enter into an easement in perpetuity in favour of the Minister of Conservation pursuant to which the public will be permitted to have access on foot over the walkway from the Landsburg Bridge to the Waitaiki Historic Reserve wherever that walkway crosses the Recipient's land; and

MĀWHERA INCORPORATION DEED OF COVENANT

- (c) enter into a licence with the Minister of Conservation pursuant to which the Recipient acknowledges that the Cesspool Swingbridge remains the property of the Minister notwithstanding that it is sited on the Recipient's land and grants to the Minister the right in perpetuity to occupy the airspace over the Recipient's land occupied by the Cesspool Swingbridge, to occupy that part of the Recipient's land occupied by the abutments, support wires and other equipment supporting the Cesspool Swingbridge and to have access to the Cesspool Swingbridge for maintaining, repairing or replacing it.

**3 NOTICES**

Any notice to the Recipient may be given in the same manner as is specified in the Deed of Settlement. The Recipient's address for notices is:

Proprietors of the Māwhera Incorporation  
 c/- Ashton Wheelans & Hegan  
 PO Box 13 041  
 CHRISTCHURCH

Facsimile: 03 365 4098  
 Telephone: 03 366 7154,

or such other address as may be notified in writing to the Minister of Conservation by the Māwhera Incorporation from time to time.

**EXECUTED** as a deed on the date first written above.

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** )  
 in right of New Zealand by )  
 [ ] ) \_\_\_\_\_  
 in the presence of: ) [ ]

Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

MĀWHERA INCORPORATION DEED OF COVENANT

**THE COMMON SEAL** of the )  
**PROPRIETORS OF MĀWHERA**)  
affixed in the presence of: )

\_\_\_\_\_

Committee Member of  
the Proprietors of Māwhera

\_\_\_\_\_

Committee Member of  
the Proprietors of Māwhera



## EASEMENTS OVER MIDDLE SECTION

**ATTACHMENT 13.4**  
**EASEMENTS OVER MIDDLE SECTION**  
*(Clause 13.3.3)*

**MEMORANDUM OF TRANSFER GRANTING RIGHT OF WAY**

**Recitals**

A The Māwhera Incorporation, of Christchurch (*the Grantor*) is registered as proprietor of an estate in fee simple in all that parcel of land described as certain legal but unformed roads within the Middle Section, being the land described as Westland Land District, Westland District Council, 130.0 hectares, approximately, being Legal Road adjoining Part Reserve 145, Rural Sections 3061, 3106 and 5562, Part Rural Sections 744, 1676 and 2711, Section 1, SO 11596, Lot 1, DP 730, Section 2, SO 12438, Lot 1, DP 2095, Rural Section 2313, Wainihinihi Creek, Caledonian Creek and Mount Brown Creek. Subject to proposed access easements in favour of Lot 1 DP 730, Rural Sections 3061 and 3106 and Part Rural Section 2711. Subject to survey as shown on *Allocation Plan SS 429/1, 2, 2a, 3, 3a and 4 (SO 12506) (the Servient Land)*.

B [*Names, address' and occupations of persons to whom the easement is to be granted in favour of to be inserted here*] (*the Grantee*) is registered as proprietor of an estate in fee simple in all that parcel of land [*The relevant property out of:*

- *Lot 1, DP 730, CT 2B/1005 as shown on Allocation Plan SS 429/2 (SO 12506);*
- *RS 3106, CT 5D/98 as shown on Allocation Plans SS 429/3 (SO 12506) and SS 429/3a (SO 12506);*
- *RS 3061, CT 2A/1180 as shown on Allocation Plans SS 429/3 (SO 12506) and SS 429/3a (SO 12506); and*
- *Pt RS 2711, CT 2C/1301 as shown on Allocation Plans SS 429/3 (SO 12506) and SS 429/3a (SO 12506),*

*to be inserted here*] (*the Dominant Land*).

**1 Grant Of Easement**

In consideration of the terms of the vesting of the Servient Land in the Grantor by the Crown pursuant to the Ngāi Tahu Deed of Settlement, the Grantor transfers and grants to the Grantee, to be connected to the Dominant Land for all time, the full, free, uninterrupted, and unrestricted right, liberty, and privilege for the



## EASEMENTS OVER MIDDLE SECTION

Grantee, the Grantee's servants, tenants, agents, workers, licencees and invitees (in common with the Grantor, the Grantor's tenants, and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go, pass and repass, with or without horses and domestic animals of any kind and with or without carriages, vehicles, motor vehicles, machinery, and implements of any kind, over and along that part of the Servient Land marked ["A"] on the plan deposited in the Westland Land Titles Office under No. [To come] for all purposes connected with the use and enjoyment of the Dominant Land, but not for any other purpose.

## 2 Covenants

The Grantor and the Grantee agree as follows:

- 2.1 No power is implied for the Grantor to determine this right of way for any breach of covenant or condition (express or implied) or for any other cause whatever. It is the intention of the parties that this right of way shall subsist forever or until it is duly surrendered.
- 2.2 All disputes arising between the parties concerning the interpretation of this grant, or the rights and obligations of the parties, shall be referred to arbitration in accordance with the Arbitration Act 1996 and the substantive laws of New Zealand. The arbitration shall be conducted by a sole arbitrator to be agreed upon by the parties or, failing agreement, to be appointed by the then President of the New Zealand Law Society. The award in the arbitration shall be final and binding on the parties.

Dated the                      day of                      199

**THE COMMON SEAL** of the                      )  
**PROPRIETORS OF MĀWHERA** )  
 affixed in the presence of:                      )

\_\_\_\_\_

Committee Member of  
the Proprietors of Māwhera

\_\_\_\_\_

Committee Member of  
the Proprietors of Māwhera

EASEMENTS OVER MIDDLE SECTION

*Signed by* [GRANTEE'S NAME]

\_\_\_\_\_  
in the presence of:

\_\_\_\_\_  
*Name:*

Occupation:

*Address:*

Correct for the purposes of the Land Transfer Act

Solicitor for the Grantee

SC  
AM

## LEASE OVER LIGHTHOUSE SITE ON RAROTOKA

**ATTACHMENT 13.5**  
**LEASE OVER LIGHTHOUSE SITE ON RAROTOKA**  
 (Clause 13.4.3)

**MEMORANDUM OF LEASE**  
 [Rarotoka (Centre Island)]

**BETWEEN**

- (1) **TE RŪNANGA O NGĀI TAHU** at Christchurch (“Lessor”) being registered as the proprietor of an estate in fee simple subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in all that parcel of land situated in the Southland Land District more particularly described in the Schedule of Land.
- (2) **MARITIME SAFETY AUTHORITY OF NEW ZEALAND** established by virtue of the Maritime Transport Act 1994 (“Lessee”)

**SCHEDULE OF LAND**

Estate	Fee Simple	
<b>C.T.</b>	<b>Area</b>	<b>Lot &amp; D.P. No. or other legal description, or Document No.</b>
	3.3980 hectares, more or less	Southland Land District, Southland District Council, 3.3980 hectares, more or less, being Section 2 SO 12175. Being all New Zealand Gazette 1992 page 4325 (Document 246554.1 Southland Registry) as shown on <i>Allocation Plan SS 430 (SO 12250)</i> attached to the Deed of Settlement between Te Rūnanga and the Crown dated 21 November 1997
<b>Encumbrances, Liens &amp; Interests</b>		
Together with Right of Way Easement in Transfer [                                  ]		



**SCHEDULE OF TERMS**

**THE LESSOR AND THE LESSEE COVENANT AND AGREE** as follows:

**1 Term**

In consideration of the rent payable under this lease, and of the Lessee's covenants, express and implied, contained in this lease, the Lessor leases to the Lessee all the Land for a term of 999 years commencing from [to insert date].

**2 Early Termination**

- 2.1 The Lessee may terminate this lease by giving not less than 12 months' notice ("Termination Notice") in writing to the Lessor.
- 2.2 The Lessee shall give the Termination Notice if the Lessee no longer requires the Land for the purposes of a navigational aid site.
- 2.3 From the expiry of the period specified in the Termination Notice every estate and interest of the Lessee in the Land and in this lease shall determine and cease absolutely without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach.
- 2.4 This clause 2 shall be paramount to, and operate notwithstanding, any other provisions in this lease.

**3 Payment of Rent**

The Lessee shall pay annual rent in the sum of \$1 per annum if demanded by the Lessor in advance each year throughout the term of this lease from the date of commencement of this lease.

**4 Charges**

The Lessee will pay all charges incurred by the Lessee for any electricity, gas, water or power or other services in respect of the Land and Improvements including all connection, disconnection, or other fees payable by the Lessee to other authorities in respect of such services.

**5 Payment of Rates and Impositions**

The Lessee will pay upon demand all rates (including without limitation, rates or levies payable to any local or territorial authority), taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term shall be taxed, rated, charged,

assessed or imposed on the Land, any Improvements or on the Lessor or Lessee in respect thereof by any Authority.

**6 Goods and Services Tax**

The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax 1985 or any similar tax levied in substitution therefor including all amendments and any enactments in substitution therefor or in addition thereto or otherwise in respect of any payments made by the Lessee under this Lease (including the payment of annual rent) or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

**7 Assignment**

The Lessee shall not assign sublease or otherwise part with the possession of the Land or any part thereof without first obtaining the written consent of the Lessor to such assignment or other parting with possession but such consent shall not be unreasonably or arbitrarily withheld or delayed in the case of the assignment or other parting with possession of the whole of the Land to any statutory successor of the Lessee or other organisation which carries out the functions of the Lessee where that successor or organisation is responsible and solvent for the use described in clause 8.

**8 Use**

The Lessee shall not use or permit to be used the Land or any part thereof for any purpose other than for navigational aid purposes and associated facilities.

**9 Access**

9.1 In consideration of the Lessee's covenants under this lease the Lessor grants to the Lessee the right to use the land adjoining the Land, as outlined in double line and marked "B" on the plan attached to this lease ("Adjoining Land") for the purposes of accessing the Land by foot, vehicle or helicopter, on the following terms:

9.1.1 the right to the use of the Adjoining Land will only be available where weather and sea conditions do not permit a safe landing on the Land; and

9.1.2 the Lessee in exercising the right to use the Adjoining Land will respect and not interfere with any wahi tapu or other spiritual site or with any regeneration project of the natural habitat within the Adjoining Land.

9.2 The Lessee may in an emergency but otherwise only with the consent of the Lessor (not to be unreasonably withheld or delayed), use the Adjoining Land for the purposes of gaining access to the Land with helicopters and vehicles and plant and machinery.

9.3 The right to use the Adjoining Land shall commence on the commencement date of the lease. Any assignment of the lease shall be deemed to include an assignment of this right to use the Adjoining Land.

9.4 If this lease is registered, the Lessor shall enter into a registrable easement and/or encumbrance to be prepared by the Lessor at the cost of the Lessor recording the rights contained in this clause 9.

## 10 Exterior Signs

The Lessee shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign nameplate signboard or advertisement of any description on or to the Land without the prior consent in writing of the Lessor first had and obtained provided that such consent shall not be unreasonably or arbitrarily withheld or delayed. Notwithstanding the foregoing, the Lessee shall be entitled to erect on the Land appropriate signage indicating the nature of the navigational aid or describing the Lessee's use of the Land or any public information relevant to that use. The Lessee shall, at the end or sooner determination of the term of this lease, remove any such signage and make good any damage occasioned thereby.

## 11 No Noxious Use

11.1 The Lessee shall not bring in or upon or store within the property or permit to be brought upon the Land any machinery or goods or things of an offensive noxious illegal or dangerous nature, unless such machinery, goods or things are required for the use specified in clause 8.

11.2 Any such machinery, goods or things required for the use specified in clause 8 that exist on the property are to be kept stored and secure at all times.

11.3 The Lessee shall not use or permit to be used the Land nor any improvements thereon for any noisome noxious illegal or offensive trade or business nor permit or suffer any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Lessor or the owners or occupiers of adjoining Land and generally the Lessee shall conduct the Lessee's business upon the Land in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such person provided that any permitted use shall not by itself be a breach of this clause.

## 12 Compliance with Statutes and Regulation

12.1 The Lessee shall comply with the provisions of all statutes ordinances regulations and by-laws in any way relating to or affecting the Land or the use of the Land by the Lessee or other occupant thereof and will also comply with the provisions of all licences requisitions and notices issued made or given by any competent authority in respect of the Land or the use thereof by the Lessee and shall

forthwith after receipt of any such requisition or notice supply a copy of same to the Lessor.

- 12.2 The Lessee will at all times and from time to time during the term of this lease clear and keep the Land clear of all noxious weeds and vermin and in particular will comply in all respects with the provisions of the Biosecurity Act 1993 and all enactments in addition and substitution therefor and all notices in pursuance thereof.

### 13 **Risk**

The Lessee agrees to occupy and use the Land and any Improvements on the Land at the Lessee's risk except where the Lessor or any person under the Lessor's control is at fault or negligent through their own acts or omissions.

### 14 **Indemnity**

- 14.1 The Lessee shall indemnify the Lessor from and against all damage or loss suffered or incurred in consequence of any negligent act or omission on the part of the Lessee or those under the control of the Lessee and in particular shall fully recompense the Lessor for any charges or expenses incurred by the Lessor in making good any damage to the Land including, but not limited to, any damage caused by fire resulting from any such negligent act or omission aforesaid.
- 14.2 The Lessor shall indemnify the Lessee from and against all damage or loss suffered or incurred in consequence of any negligent act or omission on the part of the Lessor or those under the control of the Lessor and in particular shall fully recompense the Lessee for any charges or expenses incurred by the Lessee in making good any damage to the Land resulting from any such negligent act or omission aforesaid.

### 15 **Costs**

- 15.1 The parties shall each pay their own solicitors' costs on preparing and finalising this Lease or any renewal or variation of this Lease.
- 15.2 The Lessee shall pay for all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observance of any of the terms, covenants and conditions of this Lease.

### 16 **Registration and Other Costs**

- 16.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 1952.



- 16.2 The Lessee shall be responsible for payment of all registration fees including agency charges imposed and all Government tax duty or impost at any time payable on any renewal or variation to this Lease.
- 16.3 The Lessor shall be responsible for survey and other costs incurred in obtaining registration of this Lease and any easement and/or encumbrance arising out of the Adjoining Land Rights.

## 17 Quiet enjoyment

- 17.1 The Lessee while paying the rent and performing and observing all and singular the covenants and agreements on its part herein expressed and implied shall quietly hold and enjoy the Land throughout the term without any interruption by the Lessor or any person claiming under the Lessor except for access permitted by the grant of a licence to the Lessor under the terms of clause 18.
- 17.2 The Lessor will pay promptly as they fall due all payments for local authority rates and Land tax or any such tax imposed in relation to the Land as well as other outgoing payments payable in respect of the Land, including principal and interest due under any mortgage registered against the Land, and hereby indemnifies the Lessee against any costs claims demands or liabilities which the Lessee may suffer or incur as a result of any breach of this covenant by the Lessor.

## 18 Grant of licence to Lessor

- 18.1 The Lessee agrees to reserve to the Lessor and those persons under their control the right to gain access across the Land to the surrounding beachline provided that:
- 18.1.1 such access does not interfere with the Lessee's operations;
- 18.1.2 the Lessor will not knowingly permit the buildings, plant and equipment on the property to be entered interfered with, soiled or damaged in any way.

## 19 Lease of Land only

- 19.1 The tenancy hereby created shall refer and relate only to the Land and the Lessor shall at all times be entitled to use and occupy and deal with any land surrounding the Land, including the Adjoining Land, without reference to the Lessee and the Lessee shall have no rights or relation thereto other than the rights of use and access and landing rights as described in clause 9.
- 19.2 Notwithstanding the provisions of clause 18.1, the Lessor covenants that the Lessor will ensure that the Lessor's use of any land (by building or planting of trees or howsoever) surrounding the Land does not interfere with the arc of light

from any navigational light on the Land, as outlined by a broken line on the attached plan (“arc of light”), so as to obstruct or in any way hinder its use or visibility for navigational purposes.

- 19.3 The Lessor shall ensure that the covenant contained in clause 19.2 is specified as a condition in a consent notice pursuant to section 221 of the Resource Management Act 1991 in the event of any subdivision of the Land and the Adjoining Land or the land surrounding the Land and the Adjoining Land, within the terms of that Act.
- 19.4 In addition to the Lessor’s obligations under clause 19.3, on the sale of any land surrounding the Land, the Lessor shall enter into a restrictive covenant, or any other such instrument prepared by the Lessee, giving effect to the provisions of clause 19.2 of this lease. At the request of the Lessee, the Lessor will enforce such covenant against any occupier of land within the arc of light of the Lessee’s navigational light.

## 20 Improvements during lease

- 20.1 Throughout the term of this lease the Lessee shall have the right to construct, alter, relocate and demolish at the cost of the Lessee any improvements on the Land without the need to obtain the consent of the Lessor provided that any such improvements are consistent with the use of the Land as described in clause 8.
- 20.2 All improvements situated on the Land at the commencement date and any improvements installed or erected on the Land during the term of this Lease shall be deemed to be the property of the Lessee.

## 21 Removal of fixtures fittings and improvements

- 21.1 Subject to clause 21.3, the Lessee shall be entitled to remove at any time after the expiration or sooner determination of the term or at such other time as the Lessee shall give up possession of the Land (the “Withdrawal Date”) all fixtures, fittings and improvements which belong to or which the Lessee shall have installed on the Land and the Lessee shall make good, at the Lessee’s own expense and to the satisfaction of the Lessor, all damage that may be done by the removal of such fixtures, fittings and improvements.
- 21.2 Within the period of 12 months after the Withdrawal Date the Lessee shall if requested by the Lessor, remove or demolish all improvements on the Land that are derelict (unless such improvements are incapable of being removed because of any lawful requirement that they remain) and the Lessee shall make good at the Lessee’s own expense and to the satisfaction of the Lessor all damage that may be done by the removal of such fixtures, fittings and improvements.

21.3 All fixtures, fittings and improvements remaining on the Land within the period of twelve months after the Withdrawal Date, shall become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.

## 22 Waiver

No waiver or failure to act by the Lessor in respect of any one or more breaches by the Lessee of any covenant or agreement contained herein shall operate as a waiver of another breach of the same or of any other covenant or agreement.

## 23 Arbitration

23.1 Any dispute which may arise between the parties concerning the interpretation of this lease or relating to any other matter arising under this lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such dispute.

23.2 If the parties cannot resolve a dispute within 15 business days of any dispute arising then, unless otherwise expressly provided in this lease, they will without prejudice to any other right, explore whether such dispute can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).

23.3 If the parties cannot agree on any dispute resolution technique within a further 15 business days of any dispute being considered for referral by both parties to any informal dispute resolution technique under Clause 23.2 then the dispute shall be settled by reference to arbitration. Except as otherwise expressly provided in this lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1908 or any successor Act.

23.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

## 24 Notice

24.1 All notices including requests, demands and other communications under this lease, to be given by a party to any other party may be given by personal delivery or sent by an accepted means of electronic transmission to the other party. Any notices shall be deemed given when personally delivered or if sent by electronic

transmission in the manner set out above shall be deemed given on the first business day following the day of sending of the electronic transmission.

24.2 Any notice shall be in writing addressed to the party to whom it is to be sent at the address or facsimile number from time to time designated by that party in writing to any other party.

**25 No Merger**

The agreements, obligations, warranties and undertakings of the parties shall not merge with this Lease but shall remain enforceable to the earliest extent notwithstanding any rule of law to the contrary.

**26 Interpretation**

In this lease unless the context otherwise requires:

26.1 The expression “Lessor” and “Lessee” includes their respective successors and assigns (if permitted in the case of the Lessee under Clause 7) and where the context permits other lawful occupiers of the Land and the Lessor’s or the Lessee’s contractors, agents and invitees (which persons shall be those deemed to be persons under the control respectively of the Lessor and the Lessee).

26.2 Covenants by any two or more persons shall be joint and several.

26.3 “Month” means calendar month.

26.4 Headings have been inserted for guidance only and shall not be deemed to form part of the context.

26.5 Words importing any gender shall include all other genders.

26.6 Words importing the singular shall include the plural and vice versa.

26.7 Payments shall be made in the lawful currency of New Zealand.

26.8 References to schedules are references to schedules in this lease and clauses are references to clauses in the Schedule of Terms and references to parties are references to the parties to this lease and their respective successors and assigns (if permitted in the case of the Lessee under Clause 7) unless expressly stated otherwise.

## LEASE OVER LIGHTHOUSE SITE ON RAROTOKA

- 26.9 Any reference in this lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
- 26.10 "writing" shall include words visibly represented or reproduced.
- 26.11 Nothing contained in this Lease shall be deemed or construed or constitute any party, a partner, agent or representative of the other party or be deemed to create any trust, commercial partnership or joint venture.
- 26.12 The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.

**ATTACHMENT 13.6**  
**STATUTORY ACKNOWLEDGEMENT FOR WHENUA HOU**  
*(Clause 13.5.3(i))*

**1 Statutory Area**

The area to which this Statutory Acknowledgement applies (Statutory Area) is the area known as Whenua Hou, as shown on *Allocation Plan SS 431 (SO 12251)*.

**2 Preamble**

Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga's statement of Ngāi Tahu's cultural, spiritual, historic and/or traditional association to Whenua Hou as set out below.

**3 Cultural, spiritual, historic and/or traditional association of Ngāi Tahu with the Statutory Area**

**3.1 Ko Whenua Hou te motu**

Ko Waikoropupu te whaaka

Ko Waituna te awa

Ko Te Ara a Kewa te moana

Ko Kāitahu, Kātimamoe, Waitaha kā iwi

Kei Kāitahu whānui

Te ihi, te wehi, te mana, te tapu

Tihewa mauri ora

**3.2 Whenua Hou is an extremely important tūrangawaewae (literally 'a place to stand') to Ngāi Tahu Whānui. Ngāi Tahu connect with Whenua Hou spiritually, culturally and physically.**

**3.3 Whenua Hou was also an important stopping-off point for birders converging on the tītī islands in their waka (canoes) and waka hunua (double-hulled canoe). The right to use this island in this way flowed from whakapapa (genealogy), just like the right to use the tītī islands themselves. Birders would use various kaika (settlements) and resting places on the island as a respite from their difficult travels.**

**3.4 One tragic account attests to the loss of life that occurred in the rough waters of Foveaux Strait. A waka hunua with about forty people aboard, commanded by the rangatira (chief) Te Pahi, foundered in heavy seas with the loss of all hands while on its journey from Whenua Hou to Ruapuke Island at the close of the mutton birding season. This was witnessed by Taiaroa and his people who were aboard an accompanying waka hunua, but were unable to offer assistance as their waka was also in dire circumstances. The harvesting of tītī from these rugged islands,**

despite such treacherous conditions, attests to the importance of this resource to the economy and customs of the iwi over many generations.

- 3.5 Despite Ngāi Tahu's long association with Whenua Hou, that name is not, in fact, the original name of this island, but commemorates an important time in more recent Ngāi Tahu history. It relates to the occasion when the rangatira Honekai declared the island as the place sealers and their Māori wives could stay under his protection. The reason for this was to remove the sealers from the Rakiura and mainland villages where they were annoying the Kāi Tahu women. Hence the new land (Whenua Hou) became the first European settlement in the south.
- 3.6 Many Ngāi Tahu are able to trace their whakapapa (genealogy) to these early unions between Ngāi Tahu women and European sealers. It is for this reason that Whenua Hou plays an extremely significant role in Ngāi Tahu's contemporary whakapapa. For Ngāi Tahu, histories such as this represent the links and continuity between past and present generations, reinforce tribal identity and solidarity, and document the events which shaped Ngāi Tahu as an iwi.
- 3.7 There are a number of urupā on Whenua Hou which are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of our tūpuna, and are frequently protected by secret locations.
- 3.8 Ngāi Tahu whanau from Murihiku have erected a pou whenua (carved post denoting a tribe's relationship with an area of land) on Whenua Hou in memory of the Murihiku women who resided on the island. The establishment of such markers are significant in that they serve to reaffirm the tribe's association with the island, and to act as a tangible reminder of that association. The following waiata (song) was composed to commemorate the dedication of this pou whenua:

Ka pouwhenuatia te motu o Whenua Hou hei tohu  
maumahara mo kā uri whakatupu I raro ake ka iwi  
whanui o Kāitahu me kā hapū Karakamaha.

Ka titiro, kei te ora me te kaha tonu te mauri o te  
iwi whānui o Kāitahu I roto kā tikaka o rātou  
kua karo kanohi atu.

Ka herea a Kāitahu whānui hei kaipupuri, I te ihi,  
te wehi, te mana, te tapu o kā tikaka mo te  
motu o Whenua Hou.

Ka u, ka u, ia kikii, kia kikii,

## STATUTORY ACKNOWLEDGEMENT FOR WHENUA HOU

Ka tu te po, ka tu te ao  
mo ake ake tonu atu.

A symbol of ownership and remembrance was placed on the island Whenua Hou as a guardian for future generations of the families of Kāitahu whānui. Looking on, seeing that the *Principle Life Source* of Kāitahu's extended family is and will always be as it was in the days of those who have passed on. To this we tie ourselves as Kāitahu, being the traditional keepers of the gifts, the strength, humility, prestige. The sacredness, and all that Whenua Hou holds.

Hold fast, hold fast, tighter, tighter  
let night come, let daylight come  
for ever, ever, everlasting.

- 3.9 The mauri of Whenua Hou represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the island.

#### 4 Effect of Statutory Acknowledgement

- 4.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.10 of the Deed of Settlement), and without limiting clause 5, the only purposes of this Statutory Acknowledgement are:
- (a) to require that relevant consent authorities forward summaries of relevant resource consent applications to Te Rūnanga as provided in section [ ] of the Settlement Legislation (clause 12.2.3 of the Deed of Settlement);
  - (b) to require that relevant consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this Statutory Acknowledgement in relation to Whenua Hou, as provided in section [ ] of the Settlement Legislation (clause 12.2.4 of the Deed of Settlement);
  - (c) to empower the Minister responsible for management of Whenua Hou to enter into a Deed of Recognition as provided in section [ ] of the Settlement Legislation (clause 12.2.6 of the Deed of Settlement); and
  - (d) to enable Te Rūnanga and any member of Ngāi Tahu Whānui to cite this Statutory Acknowledgement as evidence of the association of Ngāi Tahu to Whenua Hou as provided in section [ ] of the Settlement Legislation (clause 12.2.5 of the Deed of Settlement).



**5 Limitations on effect of Statutory Acknowledgement**

- 5.1 Except as expressly provided in section [ ], and [ ] of the Settlement Legislation (clauses 12.2.4, 12.2.5 and 12.2.10 of the Deed of Settlement):
- (a) this Statutory Acknowledgement will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaws; and
  - (b) without limiting clause 5.1(a), no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to Whenua Hou than that person or entity would give under the relevant statute, regulation or bylaw, as if this Statutory Acknowledgement did not exist in respect of Whenua Hou.
- 5.2 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not affect the lawful rights or interests of any third party from time to time.
- 5.3 Unless expressly provided in the Settlement Legislation, this Statutory Acknowledgement will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, Whenua Hou.

**ATTACHMENT 13.7**  
**DEED OF RECOGNITION FOR WHENUA HOU**  
*(Clause 13.5.4)*

**DEED OF RECOGNITION FOR WHENUA HOU**

**THIS DEED IS MADE ON**

**BETWEEN:**

- (1) TE RŪNANGA O NGĀI TAHU (“Te Rūnanga”)
- (2) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the “Crown”)

**BACKGROUND**

- A On 21 November 1997 Te Rūnanga and the Crown entered into a Deed of Settlement (the “Deed of Settlement”) recording the matters required to give effect to a settlement of all of the historical claims of Ngāi Tahu Whānui.
- B Pursuant to clause 12.3 of the Deed of Settlement and section [ ] of the Settlement Legislation, Te Rūnanga and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Rūnanga’s statement of the cultural, spiritual, historic and/or traditional association on which the mana and tangata whenua status of Ngāi Tahu in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

**1 Specific Area of Whenua Hou**

The area which is the subject of this Deed is the island known as Whenua Hou (otherwise known as Codfish Island) (the “Area”) as defined in clause 13.5.1 of the Deed of Settlement, and as shown on *Allocation Plan SS 431 (SO 12251)*. The Area is administered by the Department of Conservation.

**2 Cultural, Spiritual, Historic and/or Traditional Associations of Whenua Hou**

- 2.1 Pursuant to section [ ] of the Settlement Legislation (clause 12.2.2 of the Deed of Settlement), the Crown acknowledges Te Rūnanga’s statement of Ngāi Tahu’s cultural, spiritual, historic and/or traditional association to Whenua Hou as set out below.

- 2.2 Ko Whenua Hou te motu

Ko Waikoropupu te whaaka

Ko Waituna te awa

Ko Te Ara a Kewa te moana

Ko Kāitahu, Kātimamoe, Waitaha kā iwi

Kei Kāitahu whānui

Te ihi, te wehi, te mana, te tapu

Tihewa mauri ora

- 2.3 Whenua Hou is an extremely important tūrangawaewae (literally ‘a place to stand’) to Ngāi Tahu Whānui. Ngāi Tahu connect with Whenua Hou spiritually, culturally and physically.
- 2.4 Whenua Hou was also an important stopping-off point for birders converging on the tītī islands in their waka (canoes) and waka hunua (double-hulled canoe). The right to use this island in this way flowed from whakapapa (genealogy), just like the right to use the tītī islands themselves. Birders would use various kaika (settlements) and resting places on the island as a respite from their difficult travels.
- 2.5 One tragic account attests to the loss of life that occurred in the rough waters of Foveaux Strait. A waka hunua with about forty people aboard, commanded by the rangatira (chief) Te Pahi, foundered in heavy seas with the loss of all hands while on its journey from Whenua Hou to Ruapuke Island at the close of the mutton birding season. This was witnessed by Taiaroa and his people who were aboard an accompanying waka hunua, but were unable to offer assistance as their waka was also in dire circumstances. The harvesting of tītī from these rugged islands, despite such treacherous conditions, attests to the importance of this resource to the economy and customs of the iwi over many generations.
- 2.6 Despite Ngāi Tahu’s long association with Whenua Hou, that name is not, in fact, the original name of this island, but commemorates an important time in more recent Ngāi Tahu history. It relates to the occasion when the rangatira Honekai declared the island as the place sealers and their Māori wives could stay under his protection. The reason for this was to remove the sealers from the Rakiura and mainland villages where they were annoying the Kai Tahu women. Hence the new land (Whenua Hou) became the first European settlement in the south.
- 2.7 Many Ngāi Tahu are able to trace their whakapapa (genealogy) to these early unions between Ngāi Tahu women and European sealers. It is for this reason that Whenua Hou plays an extremely significant role in Ngāi Tahu’s contemporary whakapapa. For Ngāi Tahu, histories such as this represent the links and

continuity between past and present generations, reinforce tribal identity and solidarity, and document the events which shaped Ngāi Tahu as an iwi.

- 2.8 There are a number of urupā on Whenua Hou which are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of our tūpuna, and are frequently protected by secret locations.
- 2.9 Ngāi Tahu whānau from Murihiku have erected a pou whenua (carved post denoting a tribe's relationship with an area of land) on Whenua Hou in memory of the Murihiku women who resided on the island. The establishment of such markers are significant in that they serve to reaffirm the tribe's association with the island, and to act as a tangible reminder of that association. The following waiata (song) was composed to commemorate the dedication of this pou whenua:

Ka pouwhenuatia te motu o Whenua Hou hei tohu  
maumahara mo kā uri whakatupu I raro ake ka iwi  
whānui o Kāitahu me kā hapū Karakamaha.

Ka titiro, kei te ora me te kaha tonu te mauri o te  
iwi whānui o Kāitahu I roto kā tikaka o rātou  
kua karo kanohi atu.

Ka herea a Kāitahu whānui hei kaipupuri, I te ihi,  
te wehi, te mana, te tapu o kā tikaka mo te  
motu o Whenua Hou.

Ka u, ka u, ia kikii, kia kikii,

Ka tu te po, ka tu te ao

mo ake ake tonu atu.

A symbol of ownership and remembrance was placed on the island Whenua Hou as a guardian for future generations of the families of Kāitahu whānui. Looking on, seeing that the *Principle Life Source* of Kāitahu's extended family is and will always be as it was in the days of those who have passed on. To this we tie ourselves as Kāitahu, being the traditional keepers of the gifts, the strength, humility, prestige. The sacredness, and all that Whenua Hou holds.

Hold fast, hold fast, tighter, tighter

let night come, let daylight come

for ever, ever, everlasting.

2.10 The mauri of Whenua Hou represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the island.

### 3 Role of Te Rūnanga

3.1 By reason of the Crown's acknowledgement of the association described in *clause 2*, Te Rūnanga must be consulted and particular regard had to its views relating to the association described in *clause 2* concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to the land within the Area:

- (a) the preparation, consistent with Part IIIA of the Conservation Act and sections 40A and 40B of the Reserves Act 1977, of all Conservation Management Strategies and Conservation Management Plans which relate to the Area;
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
  - (i) any programmes to identify and protect indigenous plants;
  - (ii) any survey to assess current and future visitor activities;
  - (iii) any programme to identify and protect wildlife; or
  - (iv) any programme to eradicate pests or other introduced species; and
- (c) the location, construction and relocation of any structures, huts, signs and tracks.

3.2 In order to enable Ngāi Tahu to fulfil its role under *clause 3.1* the Crown will provide Te Rūnanga with relevant information to enable Te Rūnanga to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Rūnanga of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

### 4 Other Provisions

Pursuant to sections [ ] of the Settlement Legislation (*clauses 12.2.4, 12.2.5 and 12.2.10* of the Deed of Settlement):

- 4.1 except as expressly provided in this Deed of Recognition:
- (a) this Deed of Recognition will not affect, or be taken into account in, the exercise of any power, duty or function by any person or entity under any statute, regulation, or bylaws; and
  - (b) without limiting *clause 4.1(a)*, no person or entity, in considering any matter or making any decision or recommendation under statute, regulation or bylaw shall give any greater or lesser weight to Ngāi Tahu's association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, as if this Deed of Recognition did not exist in respect of the Area;
- 4.2 unless expressly provided in this Deed of Recognition, this Deed will not affect the lawful rights or interests of any third party from time to time;
- 4.3 unless expressly provided in this Deed of Recognition, this Deed will not of itself have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area.
- 4.4 Nothing in this Deed requires the Crown to undertake any management function referred to in *clause 3* above.

## 5 Alienation of Land

Pursuant to section [ ] of the Settlement Legislation (*clause 12.2.8* of the Deed of Settlement), in the event that the Area is alienated by the Crown, this Deed of Recognition will automatically be terminated (and the right of first refusal set out in section [ ] of the Settlement Legislation (Section 9 of the Deed of Settlement) will apply).

## 6 Change in Management

If there is a change in the Crown entity managing the Area or the applicable statutory management regime over the Area, the Crown will take reasonable steps to ensure that Te Rūnanga continues to have input into the management of the Area through the negotiation, by the Minister responsible for the new management or management regime, of a new or amended Deed of Recognition to replace this Deed of Recognition.

## 7 Interpretation

- 7.1 Terms defined in the Deed of Settlement will have the same meaning in this Deed. In addition:

*concession* has the meaning given to it in the Conservation Act 1987.

7.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

**EXECUTED** as a Deed on [ ]

**SIGNED** for and on behalf of **HER** )  
**MAJESTY THE QUEEN** in right of )  
New Zealand by [ ], Minister )  
of Conservation in the presence of: )

\_\_\_\_\_  
[ ]

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Occupation*

\_\_\_\_\_  
*Address*

**THE SEAL OF** )  
**TE RŪNANGA O NGĀI TAHU** )  
was affixed to this document in the )  
presence of: )

\_\_\_\_\_ Rūnanga Representative

\_\_\_\_\_ Secretary

TERMS AND CONDITIONS OF ADMINISTERING BODY CONTROLLING AND MANAGING  
THE CROWN TĪTĪ ISLANDS

**ATTACHMENT 13.8**  
**TERMS AND CONDITIONS OF ADMINISTERING BODY**  
**CONTROLLING AND MANAGING THE CROWN TĪTĪ ISLANDS**  
*(Clause 13.6.9)*

- 1 Terms used in this *Attachment 13.8* have the same meaning as in *clauses 13.1.1* and *13.6.1* of the Deed of Settlement.
- 2 The Administering Body, in controlling and managing the Crown Titi Islands in accordance with *clause 13.6* of the Deed of Settlement, shall comply with the following matters:
  - (a) the Administering Body and the Minister will meet from time to time throughout the year to discuss any matter relating to the control and management of the Crown Titi Islands, including the matters set out in *paragraph 2(d)* of this *Attachment 13.8*, and the Minister shall be given reasonable notice of and have the right to attend all meetings of the Administering Body which relate to the control and management of the Crown Titi Islands;
  - (b) prior to the annual meeting of Rakiura Māori held pursuant to Regulation 7(1) of the Regulations, the Administering Body and the Minister shall agree on a work programme for the following year and agree who should fund and undertake each part of that work programme;
  - (c) the Administering Body and the Minister will not unreasonably withhold its or his or her agreement to the inclusion of any proposal in the annual work programme if the proposal is consistent with the control and management of the Crown Titi Islands in accordance with *clause 13.6* of the Deed of Settlement;
  - (d) the matters which may form part of the work programme include:
    - (i) the protection, maintenance, restoration or enhancement of the Crown Titi Islands consistent with the customary rights of Rakiura Māori to take tīti on a sustainable basis from the Crown Titi Islands and the control and management of the Crown Titi Islands in accordance with *clause 13.6* of the Deed of Settlement, including the prevention of the introduction of, or eradication, or management of, pests including, but not limited to rats, mice, cats, stoats, the eradication of introduced plants, revegetation and restoration of native flora and fauna;



TERMS AND CONDITIONS OF ADMINISTERING BODY CONTROLLING AND MANAGING  
THE CROWN TĪTĪ ISLANDS

- (ii) establishing, re-establishing, maintaining or managing threatened species of flora and fauna (except where this would have a material adverse effect on the management of the Crown Titi Islands in accordance with *clause 13.6* of the Deed of Settlement);
  - (iii) conducting or arranging for the carrying out of research and the monitoring of species of flora and fauna by the Minister of Conservation or his or her agents or assigns, and on such terms and conditions, as may be approved by the Minister and the Administering Body;
  - (iv) monitoring and assessing the tīti population and ensuring the continuing sustainable harvest of tīti; and
  - (v) for the Minister to assist the Administering Body in setting up monitoring and assessment procedures and providing such scientific information as may be requested by the Administering Body;
- (e) any agreed annual work programme will be subject to:
- (i) any management plan approved in accordance with *clause 13.6.9(b)* of the Deed of Settlement; and
  - (ii) any existing species recovery plan under the Wildlife Act 1953; and
  - (iii) any species recovery plan under the Wildlife Act 1953 which is being implemented at the date of this Deed or is implemented after this Deed, or any part of such a species recovery plan, which relates to species on the Crown Titi Islands and is agreed to by the Administering Body (or, prior to the appointment of the Administering Body, by the Rakiura Titi Committee);
- (f) if either the Minister or the Administering Body makes any proposal for inclusion in an annual work programme, the other party will not withhold his, her or its agreement to the inclusion of that proposal in the annual work programme if the proposal:
- (i) is consistent with the control and management of the Crown Titi Islands in accordance with *clause 13.6* of the Deed of Settlement;
  - (ii) is in accordance with the management plan for the Crown Titi Islands, once it has been approved; and

TERMS AND CONDITIONS OF ADMINISTERING BODY CONTROLLING AND MANAGING  
THE CROWN TĪTĪ ISLANDS

- (iii) does not require the other party to incur any expenditure;
  - (g) the Administering Body and the Minister will present the agreed annual work programme to the annual meeting of Rakiura Māori held pursuant to Regulation 7(1) of the Regulations;
  - (h) the Minister, and his or her servants and agents, on giving reasonable notice to the Administering Body, shall have the right of reasonable access to the Crown Tītī Islands for the purposes of inspection and carrying out his or her powers and duties under the Settlement Legislation, the Regulations (until the Commencement Date) or any statutes relating to the control and management of the natural environment and of any species of wildlife; and
  - (i) the Administering Body shall prepare, and submit to the Minister for his or her approval, an annual budget within two months of its appointment pursuant to *clause 13.6.2(e)* of the Deed of Settlement, and at least 25 Business Days prior to the date by which the Director-General of Conservation prepares the annual budget for his or her Department each year thereafter. If a budget is not approved in any year, then the previous year's budget will apply.
- 3 Where the approval or consent of the Minister is required to any action by the Administering Body the Minister may in his or her discretion refuse to grant his or her approval or consent unless and until the Administering Body has submitted the management plan for approval and the plan has been approved by the Minister.

**ATTACHMENT 13.9**  
**PROCESS FOR DEVELOPING MANAGEMENT PLANS FOR CROWN**  
**TĪTĪ ISLANDS**  
*(Clause 13.6.9)*

- 1 Terms used in this *Attachment 13.9* have the same meaning as in *clauses 13.5.1* and *13.6.1* of the Deed of Settlement.
- 2 The Administering Body shall, within five years after the Commencement Date, prepare and submit to the Minister for his or her approval a management plan for the Crown Titi Islands.
- 3 The Minister may extend the time within which the Administering Body is required to submit the management plan to him or her for approval, where he or she is satisfied with the progress the Administering Body has made with the preparation of the management plan.
- 4 The management plan shall provide for and ensure the use, enjoyment, maintenance, protection, and preservation, as the case may require, and, to the extent that the Administering Body's resources permit, the development, as appropriate, of the Crown Titi Islands in accordance with *clause 13.6* of the Deed of Settlement.
- 5 The Administering Body may review the management plan from time to time and amend the plan to take into account changing circumstances or increased knowledge, but in any case, shall undertake a full review of the plan at least once every ten years. Any such review or amendment shall be approved by the Minister in the same way as the initial management plan.
- 6 Before preparing a management plan for the Crown Titi Islands, the Administering Body shall:
  - (a) Give public notice of its intention to do so, such notice to be given by:
    - (i) publishing a notice once in a newspaper circulating in the area in which the Crown Titi Islands are situated; and
    - (ii) in such other newspapers (if any) as the Administering Body decides;
  - (b) In that notice invite persons and organisations interested to send to the Administering Body at an address to be included in the notice written suggestions on the terms of reference for the proposed plan within a time specified in the notice;

## PROCESS FOR DEVELOPING MANAGEMENT PLANS FOR CROWN TĪTĪ ISLANDS

- (c) In preparing that management plan give full consideration to any such comments received; and
  - (d) Shall consult with and have particular regard to the views of the Director-General of Conservation.
- 7 Nothing in *paragraphs 6(a) to 6(c)* of this *Attachment 13.9* shall apply in any case where the Administering Body has, by resolution, determined that written submissions on the proposed plan would not materially assist in its preparation.
- 8 The management plan shall be prepared by the Administering Body in draft form in the first place, and the Administering Body shall:
- (a) Give public notice by:
    - (i) publishing a notice in a newspaper circulating in the area in which the Crown Tīti Islands are situated; and
    - (ii) in such other newspapers (if any) as the Administering Body decides;stating that the draft plan is available for inspection at a place and at times specified in the notice, and call upon persons or organisations interested to lodge with the Administering Body written submissions on the draft plan before a specified date, being not less than two months after the date of publication of the notice;
  - (b) Send a copy of the plan to the Director-General of Conservation;
  - (c) Give notice in writing, as far as practicable, to all persons and organisations who or which made submissions to the Administering Body under *paragraph 6* of this *Attachment 13.9* stating that the draft plan has been prepared and is available for inspection at the place and during the times specified in the notice, and requiring any such person or organisation who or which desires to make a submission on the draft plan to lodge with the Administering Body a written submission before a specified date, being not less than two months after the date of giving of the notice;
  - (d) Make the draft management plan available for inspection, free of charge, to all interested persons during ordinary office hours at the office (if any) of the Administering Body, at the offices of Te Rūnanga, at the offices (if any) of each of the four Murihiku Papatipu Rūnanga and to the Director-General of Conservation at such office of his or her Department as may be agreed from time to time with the Director-General of Conservation;

## PROCESS FOR DEVELOPING MANAGEMENT PLANS FOR CROWN TĪTĪ ISLANDS

- (e) Before recommending the management plan to the Minister for his or her approval, give every person or organisation who or which, in lodging any submission under *paragraph (a)* or *paragraph (b)* of this *paragraph 8*, asked to be heard in support of his, her or its submissions, a reasonable opportunity of appearing before the Administering Body, or any committee or person appointed by the Administering Body, in order to be heard on that submission;
  - (f) Provide to the Minister a summary of the submissions received and a statement as to the extent to which they have been allowed or accepted or disallowed or not accepted; and
  - (g) Once the Minister has approved the management plan, issue the final plan and make it available for inspection at the office (if any) of the Administering Body, at the office of Te Rūnanga, at the offices (if any) of each of the four Murihiku Papatipu Rūnanga and to the Director-General of Conservation at such office of his or her Department as may be agreed from time to time with the Director-General of Conservation.
- 9 If at any time the Administering Body undertakes a full review of the management plan in accordance with *paragraph 5*, or, subject to *paragraph 10* of this *Attachment 13.9*, reviews the management plan, the Administering Body shall follow the procedure specified in *paragraphs 6 to 8* of this *Attachment 13.9* as if the review were the preparation of the initial management plan.
- 10 Where a proposed review (not being a full review) or amendment of the management plan is of such a nature that the Administering Body and the Director-General of Conservation consider that it will not materially affect the objectives or policies expressed in the management plan then, with the exception of *paragraph 6(d)*, the Administering Body need not follow the procedure specified in *paragraphs 6 to 8* of this *Attachment 13.9*.
- 11 The Administering Body or committee or person before which or whom any person appears at any hearing in support of any submissions shall determine the procedure to be followed at the hearing.