

**NGĀTI HINERANGI**

**and**

**[TE PUĀWAITANGA O NGĀTI HINERANGI IWI TRUST]**

**and**

**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:**

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**1. OVERLAY CLASSIFICATION**

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**1: OVERLAY CLASSIFICATION**

**Ngāti Hinerangi Protection Principles and Director-General's Actions for Wairere Waiteariki Overlay Classification**

Pursuant to clause 5.1 of the deed of settlement, the following Protection Principles are directed at the Minister of Conservation, avoiding harm to, or diminishing of, the Ngāti Hinerangi Iwi / Hapū Values related to the overlay area of Wairere Waiteariki (being part Maurihero Scenic Reserve, part Wairere Falls Scenic Reserve, part Gordon Park Scenic Reserve and part Kaimai Mamaku Conservation Park) (as shown on deed plan OTS-135-15).

1. Protection of wāhi tapu (includes tapuwae, mahinga kai and nohoanga), indigenous flora and fauna and the wider environment within the Wairere Waiteariki overlay classification.
2. Recognition of and respect for the mana, kaitiakitanga, tikanga of Ngāti Hinerangi Iwi / Hapū within the Wairere Waiteariki overlay classification.
3. Encouragement of the respect for the association of Ngāti Hinerangi Iwi / Hapū with the Wairere Waiteariki overlay classification.
4. Accurate portrayal of the association of Ngāti Hinerangi Iwi / Hapū with Wairere Waiteariki overlay classification.
5. Recognition of the relationship of Ngāti Hinerangi Iwi / Hapū with the wāhi tapu and wāhi whakahirahira within the Wairere Waiteariki overlay classification.

**Director-General's Actions**

Pursuant to clause 5.1.4 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation (the Department) in relation to the specific principles:

1. Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about Ngāti Hinerangi's values and the existence of the overlay classification and will be encouraged to respect the association Ngāti Hinerangi have with the reserves and conservation park<sup>1</sup>;
2. [Te Puāwaitanga o Ngāti Hinerangi Iwi Trust] will be consulted regarding all new Department of Conservation public information, educational material and signs regarding the reserves and conservation park<sup>1</sup> and, where agreed, the content will reflect their significant relationship with reserves and conservation park<sup>1</sup>;
3. Ngāti Hinerangi's association with reserves and conservation park<sup>1</sup> will be accurately portrayed in all new Departmental information, signs and educational material about the area;

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<sup>1</sup> Part Maurihero Scenic Reserve, part Wairere Falls Scenic Reserve, part Gordon Park Scenic Reserve and part Kaimai Mamaku Conservation Park.



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4. Significant earthworks and soil / vegetation disturbance (other than for ongoing track maintenance) will be avoided where possible. Where significant earthworks and disturbances of soil and vegetation cannot be avoided, [Te Puāwaitanga o Ngāti Hinerangi Iwi Trust] will be consulted and particular regard had to their views, including those relating to kōiwi (human remains) and archaeological sites;
5. Any kōiwi or other taonga found or uncovered by the Department within the reserves and conservation park<sup>1</sup> will be left untouched and the [Te Puāwaitanga o Ngāti Hinerangi Iwi Trust] informed as soon as possible to enable [Te Puāwaitanga o Ngāti Hinerangi Iwi Trust] to deal with the kōiwi or taonga in accordance with their tīkanga, subject to any procedures required by law;
6. [Te Puāwaitanga o Ngāti Hinerangi Iwi Trust] will be consulted regarding any proposed introduction or removal of indigenous species to and from reserves and conservation park<sup>1</sup>.

**Wairere Waiteariki Overlay Classification Statement of Values**

Te Wairere Falls is an iconic landmark for Ngāti Hinerangi as it was the site where the ocean navigator and explorer, Ngāhue travelled to in his exploration of the North Island. At Te Wairere Falls he came across a moa. He killed the moa then cut the flesh of the moa up to take back with him on his voyage back to the islands.

Te Wairere Falls is located at the southern extremity of the Maurihiro and Waiharakeke East blocks. Te Wairere stream running down from the Maurihiro blocks is the feeder for Te Wairere Falls.

Waiteariki gets its name from the Te Ariki waterfall which is located a few miles south from Te Wairere Falls.

Te Ariki Falls is also an iconic waterway of Ngāti Hinerangi and was reserved as a water source for high born rangatira.

It was the site of a traditional Ngāti Hinerangi settlement where people rested and bathed in the hot pools before or after making their trek over the Kaimai Range. The hot pools were used extensively by Kōperu and his grandsons, Tokotoko, Te Riha, and Tangata, together with their warriors to bathe in for spiritual and bodily healing after the rigors of battle. Bathing in the spring was a way to whakanoa or remove the tapu of battle.



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**2. STATEMENTS OF ASSOCIATION (STATUTORY  
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2: STATEMENTS OF ASSOCIATION

The statements of association of Ngāti Hinerangi are set out below. These are statements of the particular cultural, spiritual, historical, and traditional association of Ngāti Hinerangi with identified areas.

**Ōkauia Geothermal Resource (as shown on deed plan OTS-135-17)**

The waiariki or geothermal hot springs and reserves within the traditional tribal boundaries of Ngāti Hinerangi, known as Te Rohe o Kōperu, have always been highly valued and treasured. Ngāti Hinerangi considers it to be a spiritual taonga from Rūaumoko, the God of earthquakes and geothermal activity over which they have always exercised rangatiratanga and kaitiakitanga for more than 500 years. There are about six hot springs and reserves in the Ngāti Hinerangi traditional rohe, including the Ōkauia Springs.

The waiariki or hot springs on Ōkauia Springs Road, Ōkauia, is known as Ramaroa. The original name for the area of the Ōkauia hot springs reserve was Papahuia. The name Ramaroa commemorates the story of a petrified waka. The prow of the canoe can be seen in the hot pool which is situated on the banks of the Waihou River.

Ōkauia Springs are very important Ngāti Hinerangi wāhi tapu. The waiariki was used extensively by Kōperu during his eastward expansion into Tauranga for his warriors to recuperate in the spiritual and healing geothermal waters. The Ōkauia Springs are a treasured taonga for Ngāti Hinerangi which was handed down by Ngāti Hinerangi tūpuna. The waiariki were also used for the same purpose by Kōperu's grandsons during their eastward expansion.

Due to the location of the Ōkauia Springs, there were extensive Ngāti Hinerangi settlements in the immediate vicinity on the Waihou River banks of the adjoining Ōkauia block, the Tūranga o Moana block, and also the Mangawhero block.

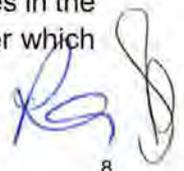
The geothermal springs were regularly used by Ngāti Hinerangi tūpuna, especially after returning from battle as a way to cleanse themselves and whakanoa the tapu of battle. The waiariki were used by Kōperu and his grandsons, Tokotoko, Te Riha, and Tangata, together with their warriors to bathe in for spiritual and bodily healing. Springs were also used when hosting travelers after they journeyed over the various tracks on the Kaimai maunga. The springs were also used for birthing rituals and according to Ngāti Tangata are the home of tīpua mokomoko (reptilian deities).

**Hot springs on the Ōkauia 5 block**

At the division of the Ōkauia block on 3 July 1879, a block of 5 acres and 39 perches, Ōkauia 5, was created. This specifically covered the waiariki by the Waihou River in the north west of the Ōkauia block. Ōkauia 5 was also known as the Papahuia Reserve.

The Ōkauia 5 block was granted to Himiona Te Kawau, Ngātūpara, Kahukoti Te Waitangi, Hihitaua, Pukutōia, and Hori Pārengarenga, who apparently were to act as representatives for Ngāti Hinerangi.

In 1880 the block was purchased by local settlers and subsequently on-sold several times in the late 19<sup>th</sup> and early 20<sup>th</sup> century. Ngāti Hinerangi had an arrangement with the first owner which



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allowed them continued access to the spring, however in 1920 the springs were turned into a commercial venture and this access was lost.

**Taihoa Geothermal Resource (as shown on deed plan OTS-135-17)**

The Taihoa geothermal area is part of a geothermal field that runs through the traditional tribal territory of Ngāti Hinerangi. The Taihoa geothermal waiariki is part of a large network of waiariki in the Ōkauia area.

The geothermal fields were well known and well utilised by Ngāti Hinerangi tūpuna in their eastward expansion into Tauranga. The waiariki or hot pools were used extensively by Kōperu and his grandsons, Tokotoko, Te Riha and Tangata, together with their warriors to bathe in for spiritual and bodily healing after the rigors of battle, and to remove the tapu of battle.

Ngāti Hinerangi pā sites and settlements were located near these hot springs which were used by the general populace for bathing, cooking, healing purposes and to maintain their well-being and good health. The springs were also of important spiritual significance to Ngāti Hinerangi, bathing in the springs helped to maintain spiritual as well as physical health.

Ngāti Hinerangi's associations with the geothermal taonga within their rohe date back to their ancestral origins and tribal connections.

**Waiteariki Geothermal Resource (as shown on deed plan OTS-135-17)**

The Waiteariki geothermal field is found in between Tills Road and Gravesons Road off the Old Te Aroha Road in Ōkauia, Matamata.

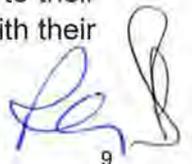
It was the site of a traditional Ngāti Hinerangi settlement where people rested and bathed in the hot pools before or after making their trek over the Kaimai Range. The hot pools were used extensively by Kōperu and his grandsons, Tokotoko, Te Riha and Tangata, together with their warriors to bathe in for spiritual and bodily healing after the rigors of battle. Bathing in the spring was a way to whakanoa or remove the tapu of battle.

The waiariki gets its name, Waiteariki, from the Te Ariki waterfall which is located a few miles south from Te Wairere Falls.

Ngāti Hinerangi hunters still use this waiariki when going to and from the bush on pig-hunting expeditions or when out catching tuna.

**Kaimai range ridgeline (as shown on deed plan OTS-135-18)**

The maunga of the Kaimai Range are spiritually, culturally, traditionally and historically of high importance to Ngāti Hinerangi and their hapū. The Kaimai Range is considered by Ngāti Hinerangi to be Te Wao Nui a Tāne, the sacred realm of Tane-mahuta, the God of the Forest, a wāhi tapu which must be protected. The maunga in the Kaimai Range are revered by Ngāti Hinerangi as a total and complete entity at the centre of the traditional tribal rohe of Ngāti Hinerangi known as Te Rohe o Kōperu. The Kaimai maunga connect Ngāti Hinerangi to their coastal pā and settlements in the east and seafood resources. It also connects them with their



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food resources, pā and settlements in the west in the Matamata and Ōkauia region.

The maunga in the Kaimai Range are closely interconnected with the identity of Ngāti Hinerangi. The maunga, the forests, the rivers, and the people are all interconnected and interdependent on each other. Ngāti Hinerangi are taught that to protect themselves they must also protect the wholeness of the environment – the land, the moana, the maunga, the forests and the rivers. The concept of kaitiakitanga is ingrained within Ngāti Hinerangi as they live, and have lived, at the foot of their maunga, enveloped by their forests and immersed in the waters of their rivers and moana since ancient times.

This bond is sacred like the bond of a child connected by the umbilical cord to his mother. The child is dependent on the mother. The mother is Papatūānuku, the Earth Mother, who is the provider and giver of life. To destroy the maunga, to destroy the moana, to destroy the forests, to destroy the waterways is to ultimately destroy ourselves. Ngāti Hinerangi is committed to ensuring that they as a people survive with their resources and identity.

The maunga, waters, wild life and the flora and fauna are regarded as taonga, treasures that have been handed down to them by their tūpuna and every generation has a responsibility to retain and maintain these resources intact for future generations for another 500 years yet to come. Each of the maunga along the Kaimai Range is individually named. As a physical feature, outsiders have viewed the Kaimai Range as a physical barrier, an impediment to progress and economic development. However, for Ngāti Hinerangi, and their hapū, the Kaimai Range is not an impediment.

The mountainous forests of the Kaimai Range, with their unique and rich flora and fauna, are the provider and sustainer of all things for Ngāti Hinerangi. It is the provider of food in the form of bird life such as the tui, kākārīki, kererū and many more different species of flora and fauna that were known to Ngāti Hinerangi as their traditional food sources. These included among others pikopiko, harore, kiore, huhu, koura, tuna, and many more. The forests of the Kaimai Range are the provider of shelter in the form of trees such as rimu and kahikatea, tōtara and kauri to be used as material for buildings and other forms of construction. It is the provider of clothing in the form of kiekie and harakeke from the sheltering swamps. It is the provider of art and other visual art forms such as wood for carvings, wharenuī and pātaka and also for providing dyes and colourings for carvings, tā moko, and clothing. It is the provider of rongoā Māori or medicines and herbal remedies for ailments and to protect life. It is the provider of transport with the provision of tōtara and other trees for the building of waka. It is the provider of the means of war by the provision of hard woods such as kānuka and mānuka for the making of weapons. The seafood from Tauranga Moana consisted of: tāmure, haku, hāpuka, tarakihi, kahawai, pātiki, crayfish, pipi, tuatua, paua, tipa, kuku, and tio repe.

The forest in the Kaimai Range also provides the means of sustaining life by the provision of firewood for heat and for cooking food. It is the provider of traditional and customary beliefs and practices by tribal elders who were entrusted with the transmission of esoteric knowledge for the maintenance of traditional Ngāti Hinerangi society from one generation to another. It is the provider of sanctuary and security from enemies from outside and has been responsible for the survival of Ngāti Hinerangi and its hapū for more than five hundred years.



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Ngāti Hinerangi are the kaitiaki for the Kaimai Range from just south of Te Aroha maunga in the north to Whenua ā-kura and Te Ara Pōhatu in the south. The Kaimai maunga are sacred to the iwi of Ngāti Hinerangi and its hapū of Ngāti Tokotoko, Ngāti Tangata, Ngāti Kura, Ngāti Whakamaungārangi, Ngāti Te Riha, Ngāti Tāwhaki, Ngāti Rangī, and Ngāti Tamapango.

The following maunga are located in the Kaimai Range:

Ngā Maunga Tapu me Ngā Ara Tapu

1. Pukekōhatu
2. Pāhiko
3. Wahine Rock (also known to Ngāti Hinerangi as Ngā Tamāhine e Rua)
4. Kakarahi
5. Sentinel Rock
6. Motutāpere
7. Mount Eliza
8. Te Kuri o Te Manako
9. Pua Pua Tirohia
10. Te Ara o Maurihoro (Thompson's Track)
11. Maurihoro
12. Te Hanga Ridge
13. Pukupenga
14. Te Ariariparitupu
15. Te Mimiha o Tūwhanga
16. Te Wairere Falls
17. Te Ara o Te Wairere (Wairere Falls Track)
18. Te Ariki Falls
19. Waianuanu
20. Te Ara o Te Tuhi (Te Tuhi Track)



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21. Pūtangi Maunga
22. Te Ara o Te Ōhutu (Te Ōhutu Track)
23. Te Weraiti
24. Wairoa
25. Whenua ā-kura
26. Haukapa
27. Te Ara Pōhatu
28. Te Whanautanga a Kiharoa
29. Kaikaikaroro

The following rivers and streams flow from the Kaimai Ridgeline or connect to waterways that flow from the Ridgeline:

Ngā Awa Tapu

1. Waiorongomai Stream
2. Pohomihi Stream
3. Wairakau Stream
4. McNichol Stream
5. Wahine Stream
6. Waipupu Stream
7. Mangamaire Stream
8. Whakahoro Stream
9. Magill Stream
10. McLaren Stream
11. Waiharakeke East Stream
12. Foughey Stream
13. Stanley Stream



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14. Gordon Stream
15. Mangapukatea Stream
16. Depression Stream
17. Karengorengo Stream
18. Martin Stream
19. Puketutu Stream
20. Sheehan Stream
21. Wairere Stream
22. Waiteariki Stream
23. Manganui Stream
24. Mangamaku Stream
25. Mangapiko Stream
26. Mangangārara Stream
27. Mangamāori Stream
28. Ahimate Stream
29. Pūtangi Stream
30. Te Weraiti Stream
31. Wairoa Stream
32. Matatū Stream
33. Māhina-a-rangi Stream
34. Mangapouri Stream
35. Ōkoroire Stream
36. Mangawhara Stream
37. Tahawai Stream



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38. McKinney Stream
39. Uretara Stream
40. Ngututuru Stream
41. Te Rereatukahia Stream
42. Waitekohe Stream
43. Tuapo Stream
44. Kauritatahi Stream
45. Poupou Stream
46. Aongatete River
47. Wainui Stream
48. Whatakao Stream
49. Waipapa Stream
50. Waitioka Stream
51. Kaiopopko Stream
52. Te Puna Stream
53. Waione Stream
54. Mangaone Stream
55. Ōhourere Stream
56. Waireia Stream
57. Mangarata Stream
58. Mangatarata Stream
59. Ōtawhiri Stream
60. Ngāumuwahine River
61. Hurunui Stream



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- 62. Te Ahuru Stream
- 63. Piako Stream
- 64. Tuakopae Stream
- 65. Momutu Stream



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**Part Kaimai Range (as shown on deed plan OTS-135-19)**

Ngāti Hinerangi of Tauranga Moana and Matamata have important associations with various areas throughout the Kaimai Mamaku Conservation Park. The Kaimai Mamaku Conservation Park runs along the mountainous and forested Kaimai Range which is at the centre of the traditional territorial tribal rohe of Ngāti Hinerangi that is known as Te Rohe o Kōperu. This statement of association sets out the Ngāti Hinerangi ancestral, cultural, spiritual, traditional, and historical associations with key areas, sites, locations and places within the Kaimai Mamaku Conservation Park.

**Waiorongomai Stream and Pā site - South of Te Aroha**

The area of the Waiorongomai Stream and pā site starts at Pukekōhatu maunga then traverses to Pāhiko maunga and the area of the Waiorongomai Stream and its pā sites.

The ancient Ngāti Hinerangi tribal boundaries were established by Kōperu when he and his people first occupied Te Wairere.

Ngāti Hinerangi tupuna Paratene Hihitaua described Ngāti Hinerangi's interest in lands in the Kaimai Range under cross-examination in the Native Land Court case for the Ōkauia block in 1879:

"X: Did not Kōperu go as far as [south of Te Aroha]

A: That is another matter. That land is at Te Aroha.

X: Did you not say that Kōperu conquered land as far as Te Aroha?

A: Yes, I said so that we might claim [south of] Te Aroha."

A government official reported in 1872 that he was negotiating for the purchase of lands south of Te Aroha. He advised that about one-third of the land on the east bank of the Waihou River – from Te Aroha to Ōkauia and inland to the boundary of the Tauranga confiscation – was fit for settlement, adding that the owners "are the Ngāti Hinerangi tribe." This area included a large section of land within the Kaimai Range.

According to evidence given by a tupuna of another iwi:

"...Tokotoko and Hinerangi are descendants of Wairere who was a Waikato and in ancient times the name of [another tribe] included Hinerangi...and the land was one. They fought amongst themselves Hinerangi against [another tribe]. The name of the battle Tapiki harakeke and [the other tribe] were beaten by Ngāti Tokotoko and Ngāti Hinerangi then a division of the land was made at Te Aroha. The north being [the other tribe], the south Hinerangi and Tokotoko..."

Ngāti Hinerangi's interests in the Kaimai Mamaku area were therefore based on wars which were started by Kōperu and completed by his grandsons Tokotoko, Te Riha and Tangata. These wars were then consolidated by the inter-marriage of Ngāti Tāwhaki and Ngāti Rangi tūpuna

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with Kōperu's Ngāti Hinerangi descendants who occupied lands in the Kaimai Mamaku area.

Kōperu's tribal rohe, Te Rohe o Kōperu, extended to both sides of the Kaimai maunga. Kōperu led a war expedition with waka taua against the people in the northern area and famously escaped being captured when he was cornered in a cave by smothering himself with the ashes of the bones of his enemy making himself tapu.

According to Ngāti Hinerangi tradition, Kōperu had a pā in the Waiorongomai foothills just south of Te Aroha maunga, which was in close proximity to a pā occupied by the remnants of another tribe. One day a young girl was out gathering fire wood down by the Waiorongomai River when she overheard two women talking about preparing a big hākari for the girl's family from the neighbouring Ngāti Hinerangi pā. However, as she listened to the conversation, she learnt that the feast was a ruse to kill all her people in the pā.

The young girl ran back and told Kōperu and the elders of the village what she had overheard while collecting firewood by the stream. Kōperu and his people developed a plan to invite their would-be assassins from the other tribe to their whare for a special entertainment show instead. The next day Kōperu and his people put the plan into operation and once their neighbours were gathered in the whare enjoying the entertainment, at a pre-arranged signal, they rose and slaughtered all of the people throwing their bodies into the Waihou River so their relations in the north could see what had occurred.

The stream and the action of the young girl in saving Kōperu and his people is immortalised by the naming of the stream as Waiorongomai, meaning the conversation that was overheard by the river. A wāhi tapu burial cave is located nearby at the Pohomihi Stream just south of the Waiorongomai Stream.

### **Wairākau**

The Wairākau area south of Waiorongomai was densely populated in pre-European times by Ngāti Hinerangi and its associated hapū of Ngāti Tāwhaki and Ngāti Rangi. There were pā sites and terraces located in the Kaimai Range which were utilised by Ngāti Hinerangi tūpuna for extensive agriculture activity growing kūmara to sustain the population of the time.

According to Ngāti Hinerangi tradition some of the kāinga settlement names were Ōhineroa, Takatakahī, Pūkohukohu, Kōkātāhaohao, Te Kōtuku, Ōtūmatahau and Waopuaka. These were the principal settlement and cultivation sites and there were also smaller ones that made up a network of traditional occupation sites. These sites were alienated in the mid to late nineteenth century due to the musket raids from the north.

Te Kōtuku was the scene of a battle between Ngāti Rangi and another tribe with another iwi over a dispute about a tūtū kākā, a prized bird snaring site at Te Pae o Tū Rāwaru. The other tribe were determined on utu and invited Ngāti Rangi and another tribe to a hākari where the visitors were set upon and 200 people were killed. However, some Ngāti Hinerangi were deemed to be involved in this event which led to a number of killings on both sides.



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The Ngāti Tāwhaki and Ngāti Rangi hapū were originally located in the Wairākau area. Both tribes were also closely connected by intermarriage and whakapapa to Ngāti Hinerangi. Eventually they sought refuge amongst Ngāti Hinerangi after conflicts with other groups. They intermarried with Ngāti Hinerangi and became close allies fighting to defend the Ngāti Hinerangi tribal area known as Te Rohe o Kōperu.

The close connection of Ngāti Hinerangi with the Ngāti Tāwhaki hapū is today embodied in the name of the tūpuna whare Hinerangi Tāwhaki which is located in Ōkauia.

#### **Wahine Rock**

Wahine Rock is an important site of ancestral, spiritual, traditional and cultural significance to Ngāti Hinerangi. According to Ngāti Hinerangi tradition the sacred Wahine Rock is incorrectly named and its real name is Ngā Tamāhine e Rua. The present-day location of Ngā Tamāhine e Rua, a mountain peak at the top northern end of the Maurihoro B block, is incorrect.

Ngāti Hinerangi tradition states that the name Ngā Tamāhine e Rua describes the story of two young women who sought the advice of where to cross the Kaimai maunga from a Ngāti Hinerangi tohunga who told them that they should make sure they got across the maunga before sunrise. However, they failed to take his advice and for their transgression they were turned to stone. The rock formation depicts the shapes of two women not one. One woman is standing facing east towards Tauranga and the other is in a seated position facing north towards Te Aroha. The rock formation of the two young women is a prominent landmark that can be seen for miles.

The renowned Ngāti Hinerangi kuia, Te Uruwhārangī Marsh, also belonged to the hapū of Ngāti Tāwhaki and Ngāti Rangi. She was born in 1896, and lived on her tūpuna family land known as the Peina Tohatoha papakāinga.

The Peina papakāinga was located throughout the Wairākau area and at the foot of Wahine Rock where Te Uruwhārangī raised her family of 13 children. She has passed down her knowledge about the area's special spiritual significance for wāhine Māori who would go there to give birth to their children or to acquire rongoā Māori from her.

There were close whakapapa connections and intermarriage between Ngāti Tāwhaki and Ngāti Rangi with Ngāti Hinerangi which were derived from Te Uruwhārangī Marsh's tūpuna, Peina Tohatoha.

Historically, Ngāti Tāwhaki and Ngāti Rangi had joined with Ngāti Hinerangi for protection from another tribe and they had become firm allies.

#### **Waiharakeke East**

Waiharakeke East (8,160 acres) is a large block located across the Waihou River from Waiharakeke West and Tūranga o Moana, with the Kaimai Range and Maurihoro block to the east. In the north it is bounded by Te Aroha block and in the south by the Wairere block.

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Waiharakeke East comprises another extensive area of Ngāti Hinerangi pre-European sites from the Waihou River to the Kaimai maunga which contained numerous pā sites and terraces along with agricultural sites for cultivations and pits for storage of kūmara. The Waiharakeke region was rich in high quality flax which was used for clothing and building material. It also had an abundance of food resources such as eels and fish as well as bird life.

As with all these settlements there were wāhi tapu, tūāhu or sacred sites and burial places located in the foot hills of the Kaimai maunga. A network of tracks and trails connected one village to another.

#### **Maurihero**

This is the area in the Kaimai Range known as Maurihero comprising mountain features of Ngā Tamāhine e Rua, Te Hanga Ridge, Pukupenga, Te Ariariparitupu, Te Mimiha o Tūwhanga, Te Wairere Stream, and Te Wairere Falls.

Maurihero (2,723 acres) lies east of Waiharakeke East, in the Kaimai Range just south of the Te Aroha block. The Native Land Court considered the customary interests in Maurihero to be similar to those in the adjoining Waiharakeke East block, and awarded title to the descendants of Tokotoko and Tangata.

The Maurihero block is located on the eastern side of the Waiharakeke East block and is part of the central mountain range of the Kaimai maunga. Ngā Tamāhine e Rua is the northern extremity, Te Hanga Ridge is the middle portion and Te Wairere Falls and river is the southern point of the block. Te Mimiha o Tūwhanga is the south-eastern extremity of the Maurihero A block which was named after the son of Tokotoko, the paramount chief of Ngāti Hinerangi.

According to Ngāti Hinerangi kōrero tuku iho Maurihero is not the correct name for this block. The proper name is Te Hanga which is the name for the mountain ridge running towards the south. The name Maurihero was only applied after the survey of the block was carried out in the 1880s.

At the northern point of the block is located the Ngā Tamāhine e Rua Mountain peak. An ancient Ngāti Hinerangi pā is located near this mountain top.

The place name Te Ariariparitupu located on the eastern side of the Maurihero block is also in the wrong place. It should be further south. The place where Te Ariariparitupu is currently situated is Te Hanga Ridge. Te Ariariparitupu is a wāhi tapu for Ngāti Hinerangi which is marked by a spring of salt water and when the tide is high it rises and falls with it. The spring is called Waimāpunapuna. Te Wairere Stream takes its rise near Te Ariariparitupu. Pukupenga is a mountain area on the western boundary of this block.

An ancient track known as Te Māweteuru permitted travel from Waiharakeke and other settlements on the Waihou River across the Te Hanga Ridge to the Ngāti Hinerangi inland and coastal settlements in Tauranga. Ngāti Tokotoko had settlements called Te Tāheke and Te Taupaki located in this block.

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There is a Ngāti Hinerangi burial ground on the northern side of Te Wairere Falls. Ngāti Hinerangi ancestors are buried there. Maurihero is a wāhi tapu for Ngāti Hinerangi because of the many pā sites and urupā and burial grounds that exist in the area. According to Te Kahukoti Te Waitangi during the hearings in the Native Land Court in to the Maurihero block in 1874:

“Some of the pā and urupā in the Maurihero block are at Wheronui. Some of Ngāti Hinerangi are buried there.”

Title was investigated in April 1884, when Pohoi Te Takatika of Te Puna claimed the land for Ngāti Hinerangi. He noted that their land east of Maurihero had been confiscated and identified Mangakahika as a stream that marked the northern limit of Ngāti Hinerangi interests in Maurihero, placing it north of Ngā Tamāhine e Rua. Te Kahukoti Waitangi affirmed this evidence, and also named several Ngāti Hinerangi pā on or near Maurihero.

Paratoenga Te Iwinui (or Hiwinui) claimed as a Ngāti Hinerangi descended from the Ngāti Hinerangi tupuna Kura.

As with the Waiharakeke blocks, the Court largely relied on its past judgments to conclude that Maurihero was indeed Ngāti Hinerangi land:

It has been admitted that the block now before the Court was a portion of the Waiharakeke excluded when that block passed the Court, which block was awarded to the descendants of Tokotoko and Tangata. If therefore those descendants were found to be the owners of the larger portion of the block they must be equally so the owners of this remaining portion of that block.

According to Pohoi Te Tahatika:

“Tokotoko and Tangata had equal rights – they jointly conquered these lands...this range at a certain part is called Hunga. Ngatamahinerua is the northern extremity and Hunga the middle portion and Wairere in the south. ...All Ngāti Hinerangi are well acquainted with Hunga on this block.”

Pohoi Te Tahatika continued:

“... Tokotoko and Tangata conquered the land now before the Court. ...This range of hills is in the Tauranga District... They were owned by the ancestors I have named. [Tokotoko and Tangata].

The range of hills as shown on the plan is between Tauranga and Waihou but is near Waihou. This land and the land adjoining were conquered by Tokotoko and Tangata]. Tokotoko and Tangata conquered the pā ... Paretoenga and Ngatupara were of Ngāti Hinerangi. Te Tahatika, the father of Pohoi, Maihi Hoki and others.

“What I have said about Tokotoko and Tangata conquering this land is true – the whole of the land was held between them – this land at Ōkauia and lands further south, Mangatōtara. All the lands conquered by Tokotoko and Tangata were held jointly by them. ...I never heard Ngāti Hinerangi say that Tokotoko had no claim to this land. Tokotoko and Tangata had equal rights. Kōperu's conquest was the first conquest...”



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after that Tokotoko and Tangata. Ngāti Hinerangi lived at Tauranga under this conquest.”

Further evidence by Ngāti Hinerangi was given by Karanama Te Waitangi:

“I live at Ōkauia and come from Tauranga. Ngāti Tokotoko of Ngāti Hinerangi tribe. I know this land before the court. I know where Maurihoro proper is to the north east of Ngatamahinerua [trig] station... This block before the Court was surveyed by Mr Shepherd. I went with him to make the survey. It was Te Pohoi who made application for the survey. ...The surveyor told me that the hapū named in the application was Ngāti Tokotoko and the name of the tribe Ngāti Hinerangi. Ngāti Hinerangi has other land not included in this block which have been mentioned at other Courts at the Court in Shortland, Waiharakeke East and West. Ngāti Hinerangi lands extended eastward of the range of hills marked on the plan Maurihoro and Pawheronui and Pitoitoi, Te Pauapara, Hamamatewaha, Kauritutu. All these names [are] from the boundaries of the Ngāti Hinerangi lands on the Tauranga side.

Ōkauia and Whakamārama to the south have been both awarded to Ngāti Hinerangi and Waiharakeke to the west through the same ancestors as we now claim. Mangatōtara has also been awarded to them. Mangawhero – a block to the south west of Ōkauia has also been awarded to Ngāti Hinerangi. All the land surrounding the block [Maurihoro] have been awarded to Ngāti Hinerangi. This block [Maurihoro] is situated in the centre of Ngāti Hinerangi lands and has been mentioned at other Courts as situated, this land was conquered by our ancestors Tokotoko and Tangata. I do not go into the particulars as the evidence is already before the Court.”

On 21 April 1884, the Native Land Court investigation into the Title of Ownership to the Maurihoro block was delivered. The Judgement stated:

“It has also been admitted that the block now before the Court was a portion of the Waiharakeke excluded when the block passed the Court, which block was awarded to the descendants of Tokotoko and Tangata.

If therefore those descendants were found to be the owners of the larger portion of the block they must be equally so the owners of this remaining portion of that block.

The Court therefore awards this block equally between the descendants of Tangata and Tokotoko, that is to say to Timi Te Rua, Te Rikihana Paratoenga and those whom they may admit with them as descendants of Tangata one half of this Maurihoro block and to Te Pohoi Tahatika, Te Kahukoti, Te Waitangi, Karauia and those whom they may admit with them as descendants of Tokotoko, one half of the block.”

The judgment awarded Ngāti Hinerangi with its hapū of Ngāti Tokotoko and Ngāti Tangata lands in the northern boundary of the traditional rohe of Ngāti Hinerangi. The Court’s investigation had clearly shown the historical link that existed between each of the land blocks in the northern boundary which extended from Aratiatia and Waiharakeke in the West to Waiharakeke and Maurihoro in the East. As a result, the ownership list was comprised solely of Ngāti Hinerangi: 73 of the grantees for the block were being Ngāti Tangata and 71 being Ngāti Tokotoko, and the

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block divided into two halves with one to each hapū.

***Te Wairere Falls and Te Ariki Falls***

Te Wairere Falls and Te Ariki Falls are sacred wāhi tapu of Ngāti Hinerangi. Ngāti Hinerangi rangatira and tūpuna were buried in the caves and gorges to the north and surrounding Te Wairere Falls.

Te Ariki Falls was venerated for its spiritual and healing powers and was thus reserved for the high born ariki of the tribe which is the tradition contained in the meaning of the name, Te Ariki.

Te Wairere Falls is an iconic landmark for Ngāti Hinerangi as it was the site where the ocean navigator and explorer Ngāhue travelled to in his exploration of the North Island. Ngāhue landed in Tauranga and travelled over the Kaimai maunga to Te Wairere Falls. He then continued down to Te Waipounamu to explore the South Island and found the precious pounamu stone. He retraced his way back to Te Wairere Falls where he came across a moa. He killed the moa then cut the flesh of the moa up to take with him on his voyage back to the islands.

Te Wairere Falls is located at the southern extremity of the Maurihiro and Waiharakeke East blocks. Te Wairere Stream running down from the Maurihiro blocks is the feeder for Te Wairere Falls. The correct name for Te Wairere Stream is Te Wairere Te Mahunga. Te Wairere only applies from the falls to the Waihou River. From the falls up is called Te Rirohanga.

Te Ariki Falls is also an iconic waterway of Ngāti Hinerangi and was reserved as a water source for high born rangatira. The warrior chief of another tribe famously asked for a drink from Te Ariki waters when he was close to passing away.

When Kōperu and his elder brother Kauamo and their people travelled across from Whāingaroa on the West Coast, they first stayed for a short time at Maungatautari but then they decided to move on to Te Wairere Falls where they set up their first settlement.

Te Wairere Falls Track was an important communication link across the Kaimai maunga to the Ngāti Hinerangi coastal settlements on Tauranga Harbour. It linked up with other tracks coming from Ōkauia settlements such as Te Tuhi and Te Ōhutu connecting with the inland settlements of Whakamārama and Te Irihanga and others. In former times this track was known as "Maorioro" (or Maurihiro). Kōperu established several pā near to Te Wairere Falls and set up Pā Tuna and extensive cultivation sites for the settlement of his people near Te Wairere. This also became the important burial ground for Ngāti Hinerangi ancestors who are all buried there making the area a very sacred site for Ngāti Hinerangi.

A Tauranga tribe, who were of Tainui descent, were the original inhabitants of the area. Very shortly, Kōperu and his people began to acquire the land for themselves in a series of battles which extended over the Kaimai Mamaku area from Ōkauia on the Waihou River to Tauranga in the east.



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Kōperu's grandsons Tokotoko, Te Riha and Tangata consolidated his gains. This began when Tangata had an altercation with Tokotoko's wife who had tried to treat him as a slave asking him to fetch her some water. He returned and hit her on the head and then fearing his elder brother's wrath he fled to Wharewera pā on Waiharakeke. Angered that he was not shown the required level of respect by the tribe there he rolled around in the toitoi bush cutting his flesh and then ran back to his elder brother accusing the other tribe of attacking him. Tokotoko raised an army to fight the remainder of the other people in the Wharewera pā in the Waihou River region.

**Ōkauia North**

The Ōkauia land block was one of the largest claims of Ngāti Hinerangi and comprised four inter-related blocks - Wairere in the north, Ōkauia in the middle, followed by Te Karaka to the south, and Tuarāpārahara to the west. Some land in the north of the Ōkauia block is within the Kaimai Mamaku area.

The 1879 title investigation into the Ōkauia lands was the largest single claim brought to the Native Land Court by Ngāti Hinerangi. The claim included Ōkauia, Te Karaka, Wairere, and Tuarāpārahara 1 blocks and comprised almost 30,000 acres.

The bulk of the title was awarded as Ōkauia 1 (23,158 acres), with smaller areas set aside as hapū reserves at Haukapa, Waiomou, and Ōkauia (Ōkauia 2, 3, and 4). A survey of Ōkauia 1 shows that it comprised Wairere block in the north (6,027 acres), Ōkauia 1 in the middle (7,762 acres), and Karaka block in the south (9,369 acres). These blocks were used as mahinga kai by Ngāti Hinerangi.

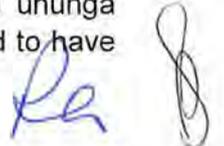
The Ōkauia 1 block is today renamed as the Gordon Park Scenic Reserve.

By 1879 Ōkauia had been recognised by government officials as an important area for Ngāti Hinerangi. Their interests in the area from Waiharakeke in the north to Ōkauia in the south had been noted by land purchase officials in the early 1870s.

A report by Raglan Resident Magistrate of his March 1876 visit to the district also found few Ngāti Hinerangi resident at Ōkauia, but this seems to be because many were elsewhere for cultural reasons, or absent on visits to their other settlements:

"I found the Ngāti Hinerangi much scattered about in threes and fours...The settlements about the Whakamarama were deserted, but the empty rourous indicated a very recent hui of considerable magnitude.

Early on the morning of 2<sup>nd</sup> instant, I commenced my return trip from Tauranga. Upon reaching the Whakamarama I found the kaingas fully occupied, the Natives conversing freely, and apparently very friendly disposed. They were strangers to me, I did not recognise a single face; but, notwithstanding, they were exceedingly anxious for us to stop for something to eat. This we did not do, as we desired to get through the bush before dark. This we succeeded in accomplishing, reaching Te Tuhi about 5 p.m., where we found Pukutoia, Te Hore, and two or three others. These persons informed me that Paratene and the rest of the tribe were at Tapapa, having gone there to uhunga [hauhunga]. This tribe, all told, scarcely number forty. These people appeared to have



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an abundance of maize and potatoes."

**Ōkauia South**

Ōkauia South refers to the area in the Kaimai Range which includes the mountain features of Te Tuhi Track in the north; in the middle are Te Ōhutu Track, the Pūtangi maunga, the iconic Te Weraiti maunga, and the Matatū conservation area. In the south is the Wairoa settlement and urupā, Whenua ā-kura, the Haukapa boundary, and the iconic Te Ara Pōhatu maunga and Track.

There are four Ngāti Hinerangi marae located in Ōkauia. The marae are situated in the Kaimai Range at the foot of the sacred Ngāti Hinerangi maunga, Te Weraiti. The names of the four marae are Te Ōhākī, Hinerangi Tāwhaki, Tangata and Tamapango. Each of the marae are derived from Ngāti Hinerangi tūpuna and hapū that formed from the descendants of the five grandchildren of Kōperu, namely Whakamaungārangi, Kura, Tokotoko, Te Riha and Tangata.

Each of the four marae are buffeted by the sacred Mangapiko Stream which flows from the top of the Kaimai Range next to Te Weraiti. It is an important waterway providing physical and spiritual sustenance, resources and is the home of tīpua and taniwha.

There are urupā in Ōkauia where Ngāti Hinerangi tūpuna are buried, namely Panetunawhenua and Ngārua. There are burial caves located on Ngāti Hinerangi's sacred maunga Te Weraiti which stands above the Ōkauia papakāinga where the four Ngāti Hinerangi marae are located. Pūtangi is another sacred maunga located above the Ōkauia settlement. Te Weraiti maunga is also closely linked to another sacred Ngāti Hinerangi maunga called Waianuanu which is situated to the east. Waianuanu was also used as a Ngāti Hinerangi burial ground because of its close proximity to the Ngāti Hinerangi inland settlements of Whakamārama, Rongomaipawheronui, Pitoitōi, Raeroa, Tahawai, Te Kumete, and Te Umu o Korongaehe.

Many of the place names in the Kaimai Range in this area are named after a battle that took place between Ngāti Hinerangi and another tribe following an altercation of Tangata with his elder brother's wife. She went back to her own iwi and returned with a war party to attack Tangata and Tokotoko in their pā at Ōpitokura on the Waihou River. Tangata was outside their pā at the time and was able to raise the alarm to warn his brother and their people of the imminent arrival of the war party. Tokotoko rallied his people and set off after the war party and killed many of the warriors which gave the name for the places where they fell. These included: Huakaramū, Mangakawa, Parakimione, Rukurukuwai (killed at Haukapa), Te Māwhai, and Whenua ā-kura. Tangata's taiaha broke in two during the fighting at Whenua ā-kura and he stuck the broken weapon into the ground and it became the boundary marker of the land that was taken from the the other tribe.

There are also numerous pā sites, settlements, wāhi tapu, and māra kai sites in the surrounding region of Ōkauia. There was the settlement known as Wairoa which was located on the southern side of Te Weraiti which was linked to the story of another tribe.



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***Te Weraiti Maunga***

Te Weraiti maunga and its waterways and tributaries are very sacred to Ngāti Hinerangi who have resided at the foot of their maunga tapu for over 500 years.

As the principal maunga of Ngāti Hinerangi, Te Weraiti is acknowledged in their traditions and history as one of their most sacred maunga tapu. Te Weraiti is located above the four marae of Ngāti Hinerangi in Ōkauia in the Matamata area. However, all maunga within the Kaimai Range are interconnected and are revered as being sacred. They are part of Papatūānuku and Tane-mahuta, the same entities that have sustained and protected generations of Ngāti Hinerangi over the centuries. Ngāti Hinerangi are the kaitiaki of Te Weraiti and all other maunga within the Kaimai Range.

Te Weraiti was part of Mangatōtara No 1 block. Ngāti Hinerangi was originally allocated ownership of Te Weraiti Maunga by H.W. Brabant, the Resident Magistrate and Civil Commissioner of Tauranga on 21 November 1881 when he delivered his judgment in favour of Ngāti Tokotoko in recognition of the spiritual significance for Ngāti Hinerangi.

Te Weraiti is the sacred maunga of Ngāti Hinerangi because it contains burial caves where Ngāti Hinerangi tūpuna were buried to preserve the tapu and mana of their sacred maunga.

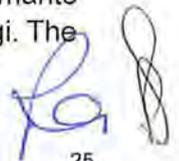
***Mangatōtara / Ngāumuwāhine River / Poripori***

The lands, forests, and waterways on Mangatōtara are of high cultural, spiritual and historical importance to Ngāti Hinerangi because it links two iconic sacred maunga of Ngāti Hinerangi, namely Te Weraiti maunga (described above) and Waianuanu maunga. Te Weraiti and Waianuanu maunga both contain burial caves of Ngāti Hinerangi tūpuna which is why they are so highly regarded and prized by Ngāti Hinerangi and their associated hapū. The Mangatōtara land blocks also contain iconic waterways that run off the two maunga. The Mangatōtara Stream and Ngāumuwāhine River are two river systems that flow from the Te Weraiti maunga and Waianuanu maunga westward to the Wairoa River in the south east of Te Rohe o Kōperu, the Ngāti Hinerangi tribal boundary.

Mangatōtara is also the name of a land block on Te Weraiti maunga which connects to Waianuanu maunga. It was awarded to Ngāti Hinerangi owners in the 1880s. Poripori and Kumikumi are two adjoining land blocks where Ngāti Hinerangi descendants hold interests today.

The Mangatōtara block adjoins the two Poripori and Kumikumi blocks. It comprises native forest which connects the Te Ōhutu track to the north-south track that provided a link between Ngāti Hinerangi and their inland settlements at Whakamārama and Te Irihanga through to their coastal settlements on Tauranga Harbour.

The records from Commissioner Brabant's 1881 hearing into the Poripori claim are incomplete. In particular the record of the final award of the land has yet to be located. The Poripori hearing began on 22 December 1881. Ngāti Hinerangi claimed the whole block. Timi Te Rua was their agent, with Ngātūpara, Paratoenga, and Hihitaua as their speakers. The principal claimants were Ngāti Tamapango, a hapū with very close whakapapa connections to Ngāti Hinerangi. The



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result of the hearing is not clear, but the Ngāti Hinerangi claim to the whole Poripori block was evidently not accepted. However, members of Ngāti Hinerangi were among the listed owners.

***Whakamārama / Te Umu-o-Korongaehe / Te Kumete***

This area in the Kaimai Range is named after a number of traditional settlements and wāhi tapu known as Whakamārama, Te Umuo-Korongaehe and Te Kumete.

According to Ngāti Hinerangi kōrero tuku iho, Te Umuo-Korongaehe is the site of an urupā where Ngāti Hinerangi tūpuna were buried. Te Kumete is the site of a Ngāti Hinerangi settlement where Ngāti Hinerangi tūpuna lived and worked the land prior to the arrival of European settlers. The Whakamārama block was located inland to the west of the Tauranga confiscated block in the rugged, forested hill country of the Kaimai Range.

Further evidence by Ngāti Hinerangi was given by Karanama Te Waitangi:

"Ngāti Tokotoko of Ngāti Hinerangi tribe Ngāti Hinerangi has other land not included in this block which have been mentioned at other Courts at the Court in Shortland, Waiharakeke East and West. Ngāti Hinerangi lands extended eastward of the range of hills marked on the plan Maurihiro and Pawheronui and Pitoitoi, Te Pauapara, Hamamatewaha, Kauritutu. All these names [are] from the boundaries of the Ngāti Hinerangi lands on the Tauranga side.

Ōkauia and Whakamarama to the south have been both awarded to Ngāti Hinerangi and Waiharakeke to the west through the same ancestors as we now claim. Maungatotara has also been awarded to them. Mangawhero – a block to the south west of Ōkauia has also been awarded to Ngāti Hinerangi."

Members of Ngāti Hinerangi were awarded lands in the Whakamārama blocks by the Tauranga Commissioners.

***Whenua ā-kura / Haukapa / Te Ara Pōhatu***

Haukapa is the name of the settlement of the Ngāti Te Riha hapū of Ngāti Hinerangi that was located at the base of the Kaimai maunga where State Highway 29 crosses the Kaimai Range. This was the start of Te Ara Pōhatu, the track that Ngāti Hinerangi people regularly used to travel to their settlements in Tauranga Moana or to the Wairoa River area. A spring is located at the top of the track which provides a constant flow of fresh water for thirsty travellers right to this day.

Whenua ā-kura is the location of a sacred ancestral Ngāti Hinerangi site. There was a village settlement nearby that was occupied by Ngāti Hinerangi people belonging to the Ngāti Te Riha hapū. In the time of Tokotoko and Tangata, Whenua ā-kura was the site of a battle that took place with another tribe who had attacked Ngāti Hinerangi seeking to avenge a slight against the wife of Tokotoko. During the fighting Tangata broke his taiaha and, after vanquishing the enemy taua, he placed the broken taiaha in the ground as a pou whenua or boundary marker of Ngāti Hinerangi's traditional rohe. From that time until the present day, Ngāti Hinerangi have maintained and protected the traditional rohe boundary established by Tokotoko and Tangata.



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Some say the place was named after the warrior that was killed in battle, hence the name Whenua ā-kura.

Adding to the significance of Whenua ā-kura in the history of Ngāti Hinerangi, when a chief from another tribe was planning to attack the chief occupying the pā on Mauao (Mount Maunganui) in Tauranga, he sought out Pūtangimaru, the son of Kōperu who was a renowned tohunga, to devise a plan to take the pā on Mauao. Pūtangimaru instructed the Tauranga chief to go to Whenua ā-kura settlement and find a certain man there. The chief from Tauranga followed the instructions of Pūtangimaru. The man gave him direction to follow which led him to the pā of Pūtangimaru in the Hinuera region. He was put to the test that showed he was worthy and Pūtangimaru devised a strategy for him that would ensure he would succeed in capturing the pā on Mauao.



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**Part Maurihero Scenic Reserve (as shown on deed plan OTS-135-20)**

The area applies to an area in the Kaimai Range known as Part Maurihero Block. At its northern end is Ngā Tamahine e Rua while at the southern end of the block is Stanley Stream and to the east is Maurihero and Pukupenga.

Part Maurihero comprises extensive areas of Ngāti Hinerangi pre-European sites from the Waihou River to the Kaimai maunga which contained numerous pā sites and terraces along with agricultural sites for civilisations and pits for storage of kūmara. The region was rich in high quality flax which was used for clothing and building material. It also had an abundance of food resources such as eels and fish as well as bird life.



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**Te Tapui Scenic Reserve within the area of interest (as shown on deed plan OTS-135-22)**

Te Tāpui is located in the south-western corner of the rohe of Ngāti Hinerangi. The lands of the Ngāti Tāwhaki and Ngāti Rangi hapū are situated in this area. Te Keepa Ringatu of Ngāti Rangi said that Ngāti Rangi and Ngāti Tāwhaki had been the original owners of the lands in the south-west area. Ngāti Rangi and Ngāti Tāwhaki originally lived together with another iwi in the early days but they began to fight against each other. Ngāti Tāwhaki left and lived elsewhere for a time, but then returned to the area joining forces with Ngāti Hinerangi and inter-marrying with Ngāti Hinerangi tūpuna to become one.

The Ngāti Tāwhaki and Ngāti Rangi people had a pā site in this area known as Pōhaturoa. For a time during the period of inter-tribal wars in the 1820s, Ngāti Rangi, Ngāti Tāwhaki and Ngāti Hinerangi joined forces with Te Waharoa and his people for protection against other iwi and lived together.

The Te Tāpui block, of 5,033 acres, was bordered to the south-east by the Puketutu block, on the south-west by Hinuera number 2 block, and on the north-west and north-east by the Te Pae o Tū Rawaru block.

On 13 November 1868 Penetito brought a claim for this block, producing a list of ten owners. Penetito identified as Ngāti Rangi and also as another iwi in making this claim. He was supported by other Ngāti Hinerangi tūpuna. There was no opposition to their evidence or their list of owners.

No general Ngāti Hinerangi claim was made for Te Tāpui as they were represented through Ngāti Tāwhaki and Ngāti Rangi.



DOCUMENTS

2: STATEMENTS OF ASSOCIATION

**Te Ara o Maurihero (Thompson's Track) (as shown on deed plan OTS-135-21)**

In pre-European times the Te Ara o Maurihero / Thompson's Track was a major highway or line of communication over the Kaimai maunga. Te Ara o Maurihero / Thompson's Track traversed the Ngāti Hinerangi tribal rohe and their inland relations and the rich coastal resources of Tauranga Moana. The Te Ara o Maurihero / Thompson's Track area contains a proliferation of pā sites and terraces which indicates that the region was a major network of Ngāti Hinerangi settlements and cultivation sites. Today Te Ara o Maurihero / Thompson's Track and all the other tracks in the Ngāti Hinerangi tribal rohe are regarded by Ngāti Hinerangi as the sacred footsteps of our tūpuna – ngā tapuwae o ngā tūpuna. Ngāti Hinerangi are focused on reconnecting, protecting, and preserving all the sacred tracks and trails over the Kaimai Range.

Kōperu, the Ngāti Hinerangi founding tupuna, situated and occupied strategic pā sites at each end of the Te Ara o Maurihero / Thompson's Track. On the Waihou River side of the Kaimai Range in the west was the strategic pā site of Wharewera and on the eastern side of the track adjacent to the Waitekohe Stream was the strategic pā site called Hamamatewaha. The Hamamatewaha pā was a traditional Ngāti Hinerangi boundary marker located in the north-east of Tauranga for Te Rohe o Kōperu, the traditional Ngāti Hinerangi tribal boundaries established by Kōperu.

Te Ara o Maurihero / Thompson's Track provided Ngāti Hinerangi with important opportunities for trade and commerce with other groups. The use of the track helped to strengthen links between different Ngāti Hinerangi hapū and also to create ties with other groups through trade.

The northern most pā of the Ngāti Hinerangi chief, Tokotoko, was Wharewera which was located in the area of Te Ara o Maurihero. These pā therefore were important and their strategic location provided protection and security for people using the track.

Thompson's Track is an incorrectly named place which was assumed to be the transliterated surname for Wiremu Tamihana as in William Thompson. Instead Thompson's Track was named after a surveyor called Thompson. The traditional Ngāti Hinerangi name for Thompson's Track is Maurihero. This name was changed to the current name after Europeans settled in the area.

The original name for this very important communication track was "Maorioro" (or Maurihero) which was noted by the Crown's surveyor in the Lands and Survey Department, in his map describing the path through the forest to Tauranga, in 1882.

There are other important mountain features that are culturally, spiritually, and historically important to Ngāti Hinerangi. A nearby lake was an important food gathering resource area for Ngāti Hinerangi people on their travels across the Te Ara o Maurihero / Thompson's Track.

The lake provided access to a special variety of eel that was known as 'tuna kuwharuwharu' or longfin eel. The traditional Ngāti Hinerangi name for the lake and surrounding area was Te Kuri o Manako. According to Ngāti Hinerangi tradition the tuna in the lake provided an important source of food for people travelling over the track. The tuna kuwharuwharu were unique in that they would come up onto the bank and make a barking sound like a dog which is how the lake and the area was named Te Kuri o Manako. Ngāti Hinerangi descendants still gather tuna from the lake today.



**DOCUMENTS**

**2: STATEMENTS OF ASSOCIATION**

Another mountain feature of significance to Ngāti Hinerangi is the Mount Eliza (known to Ngāti Hinerangi as Te Kohe maunga) adjacent to Te Ara o Maurihero / Thompson's Track. According to Ngāti Hinerangi tradition, the mountain feature takes its name from the Waitekohe Stream that flows down from the maunga. The Waitekohe Stream is on the Tauranga side of the Kaimai Range, runs parallel with the Te Ara o Maurihero / Thompson's Track and was utilised by Ngāti Hinerangi walking the track.

Himiona Te Kohe was the direct descendant of Kōperu. Himiona Te Kohe was the Ngāti Hinerangi chief who, during the musket raids and inter-tribal fighting with other iwi in the 1820s and 1830s respectively, gave permission to the chief of another iwi, for cutting rights to the bountiful supply of flax adjacent to the Te Ara o Maurihero / Thompson's Track. Ngāti Hinerangi joined forces with Te Waharoa and his people to harvest the flax and then transport it by human carriers over the Te Ara o Maurihero / Thompson's Track to sell to European traders in exchange for muskets and powder.

There were other major tracks within the Ngāti Hinerangi rohe crossing over the Kaimai maunga that interconnected with Te Ara o Maurihero / Thompson's Track. Ngāti Hinerangi were and still are kaitiaki of the tracks over the Kaimai maunga.

This strategic position was maintained by intermarriage with neighbouring iwi and by military force.

In times of war, the tracks and trails over the Kaimai Range brought death and destruction, and in times of peace, they brought trade and prosperity and freedom of movement between the different tribes.



DOCUMENTS

2: STATEMENTS OF ASSOCIATION

**Waianuanu (as shown on deed plan OTS-135-23)**

Waianuanu maunga is one of the sacred maunga of Ngāti Hinerangi within the Kaimai Range. Ngāti Hinerangi has maintained ahikāroa rights to Waianuanu maunga for more than 500 years. Waianuanu maunga is a wāhi tapu of Ngāti Hinerangi and comprises burial caves with the kōiwi remains of Ngāti Hinerangi tūpuna who lived in the nearby settlements in the Whakamārama block and other adjoining land blocks.

Waianuanu is one of the most eastern maunga of Ngāti Hinerangi. Closely connected with the Waianuanu maunga is the Ngāumuwahine River. It runs around the foot of the Waianuanu maunga and is a sacred awa to Ngāti Hinerangi. The Ngāumuwahine River runs to the south-east of the Ngāti Hinerangi traditional tribal rohe. Ngāti Hinerangi tracks ran through and around the surrounding forest at the base of the Waianuanu maunga providing access to the inland settlements as a half-way stop-over point for travellers crossing the Kaimai Range.

Waianuanu maunga is located on the northwest corner of the Mangatōtara 1A land block which belongs to the Ngāti Hinerangi. Today members of Ngāti Hinerangi are landowners on the land blocks immediately adjacent to Waianuanu. These include the Mangatōtara 1A block on the south-east side of the Ōkaiua No1 block. Ngāti Hinerangi customary lands and ancient interests are also recorded in the Whakamārama and Ōteora land blocks that surround Waianuanu maunga, its ngāhere and awa.

Waianuanu maunga is flanked by the Mangatōtara block, Te Irihanga (Te Mahau portion) and the Ōteora block to the south-east which was awarded to Ngāti Hinerangi tūpuna by the Tauranga Commissioners' investigations in 1881 into Reallocated Lands. Ngāti Hinerangi tribal members are owners in these land blocks today.

Ōkaiua No1 block to the north-west of Waianuanu peak is linked to another sacred maunga of Ngāti Hinerangi called Te Weraiti which was awarded to Ngāti Hinerangi by the Native Land Court in 1879. Waianuanu and Te Weraiti maunga are linked together to the other sacred maunga within the traditional tribal rohe of Ngāti Hinerangi as a spiritual stairway to the Supreme Creator, Io Matuakore and the Gods who dwell in the upper heavens and provide a sacred sanctuary that has ensured Ngāti Hinerangi's survival.

There are burial caves located on Ngāti Hinerangi's sacred maunga Te Weraiti which stands above the Ōkaiua papakāinga where the four Ngāti Hinerangi marae are located. The four Ngāti Hinerangi marae, Te Ōhāki, Hinerangi Tāwhaki, Tangata, and Tamapango reside below these two sacred maunga. From this position, Ngāti Hinerangi have been the kaitiaki of Waianuanu and Te Weraiti maunga for more than 500 years.



DOCUMENTS

2: STATEMENTS OF ASSOCIATION

**Waihou River and its tributaries within the area of interest (as shown on deed plan OTS-135-24)**

The Waihou River is the ancestral river of Ngāti Hinerangi. The Waihou River and its tributaries within Te Rohe o Kōperu, the traditional tribal boundaries of Ngāti Hinerangi, are sacred to Ngāti Hinerangi who have occupied the lands in the Matamata region adjacent to the Waihou River for more than 500 years. The renowned Ngāti Hinerangi tohunga, Tāmure, who was the son of Hinerangimarino and Taunga-ki-te-Marangai, married Tūwaewae, the daughter of Kōperu. Tāmure was responsible for maintaining the sacred wairua and spiritual essence of the Waihou River, as well as being the tohunga and kaitiaki of the taniwha who dwelled within its sacred waters.

On the banks of the Waihou River was the settlement of Huakaramū which was the scene of an attack in earlier times by another tribe over a dispute between a man and a woman and their child. The dispute resulted in the killing of two Ngāti Hinerangi chiefs, Te Moanaikauia and Hou. However, no Ngāti Hinerangi pā or land was taken in the ensuing altercation. Ngāti Hinerangi reacted instantly and raised a war party to avenge the killing of their two chiefs. The war party attacked the pā of the other tribe killing a chief and 30 others. The other tribe never received payment for the deaths of these people.

The Waihou River is of great spiritual, cultural, ancestral, traditional, and historical importance to Ngāti Hinerangi. The evidence of this can be seen by the great number of Ngāti Hinerangi pā sites, papakāinga settlements, urupā, and wāhi tapu located nearby or on the banks of the river. The Waihou River is home to sacred waiariki (geothermal springs) and tīpua mokomoko (reptilian deities). The Waihou River has been a provider of life sustaining fresh water, food resources in the form of birdlife, tuna, freshwater crayfish, and other fish species, and it has provided a plentiful supply of harakeke for clothing and building materials.

The Waihou River has provided a communication system for travel and transport along its waterways to other regions of the Ngāti Hinerangi tribal rohe, helping to strengthen links between Ngāti Hinerangi and their whanaunga along the river. The Waihou River also provided Ngāti Hinerangi with important commercial opportunities to trade with other iwi and hapū who lived along the river. It was also a means of transport in times of war for Ngāti Hinerangi war parties travelling in waka taua in defence of their tribal rohe.

Ngāti Hinerangi has exercised rangatiratanga and kaitiakitanga over the Waihou River and its tributaries and waterways, from time immemorial and it plays a central role in the cultural and spiritual identity of Ngāti Hinerangi.



**DOCUMENTS**

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**3. STATEMENT OF ASSOCIATION FOR WAIORONGOMAI**

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DOCUMENTS

3: STATEMENT OF ASSOCIATION FOR WAIORONGOMAI

**Waiorongomai Stream – *The conversation heard by the stream.***

According to Ngāti Hinerangi tradition, Ngāti Hinerangi's interests in the area south of Te Aroha, into which Waiorongomai Stream flows, are based on wars of conquest of Kōperu and his grandsons Tokotoko, Te Riha, and Tangata. These wars of conquest were concluded by the inter-marriage of other iwi with Kōperu's Ngāti Hinerangi descendants, who then occupied the strategic corridor from Matamata in the west to Tauranga Moana in the east.

Kōperu had a pā in the Waiorongomai foothills just south of Te Aroha maunga, which was in close proximity to a pā occupied by another iwi. One day, a young girl from Ngāti Hinerangi was gathering firewood by the Waiorongomai River when she overheard two women talking about preparing a big hākari for the girl's family from the neighbouring Ngāti Hinerangi pā. However, as she listened to the conversation, she learned that the hākari was a ruse to kill all her people in the pā.

The young girl ran back and told Kōperu and the elders of the village what she had overheard while collecting firewood by the stream. Kōperu and his people developed a plan to invite the other iwi to their whare for a special entertainment show instead. The next day Kōperu and his people put the plan into operation and once their neighbours were gathered in the whare enjoying the entertainment, at a prearranged signal, Ngāti Hinerangi rose up and killed all of their neighbours at the gathering, throwing their bodies into the Waihou River.

The action of the young girl in saving Kōperu and his people is immortalised by the naming of the stream as Waiorongomai, which means *the conversation that was overheard by the stream*. A wāhi tapu is located nearby at the Pohomihi River just south of the Waiorongomai Stream.



**DOCUMENTS**

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**4. DEEDS OF RECOGNITION**

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**DOCUMENTS**

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**4.1 PART MAURIHORO SCENIC RESERVE**

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**DOCUMENTS**

**4.1: PART MAURIHORO SCENIC RESERVE**

**Part Maurihero Scenic Reserve (as shown on deed plan OTS-135-20)**

**THIS DEED** is made by **THE CROWN** acting by the Minister of Conservation and the Director-General of Conservation

**1 INTRODUCTION**

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –
- 1.1.1 Ngāti Hinerangi (the settling group); and
  - 1.1.2 the trustees of [Te Puāwaitanga o Ngāti Hinerangi Iwi Trust] (the governance entity).
- 1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association in relation to Part Maurihero Scenic Reserve (as shown on deed plan OTS-135-20) (the statutory area).
- 1.3 The statement of association is –
- 1.3.1 in the documents schedule to the deed of settlement; and
  - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the [*name*] Act [*year*], being the settlement legislation that gives effect to the deed of settlement.

**2 CONSULTATION**

- 2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
- 2.2.1 preparing a conservation management strategy or a conservation management plan under the Conservation Act 1987 or the Reserves Act 1977;
  - 2.2.2 preparing a national park management plan under the National Parks Act 1980;
  - 2.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:
    - (a) to identify and protect wildlife or indigenous plants;
    - (b) to eradicate pests, weeds, or introduced species;



## DOCUMENTS

### 4.1: PART MAURIHORO SCENIC RESERVE

- (c) to assess current and future visitor activities; and
  - (d) to identify the appropriate number and type of concessions;
- 2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river; and
- 2.2.5 locating or constructing structures, signs, or tracks.
- 2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

### 3 LIMITS

- 3.1 This deed –
- 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
  - 3.1.2 does not require the Crown to undertake, increase, or resume any identified activity; and
  - 3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
  - 3.1.4 is subject to the settlement legislation.

### 4 TERMINATION

- 4.1 This deed terminates in respect of a statutory area, or part of it, if –
- 4.1.1 the governance entity, the Minister of Conservation, and the Director-General of Conservation agree in writing; or
  - 4.1.2 the relevant area is disposed of by the Crown; or
  - 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and / or Crown official.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Minister and / or Crown official responsible for that activity.



DOCUMENTS

4.1: PART MAURIHORO SCENIC RESERVE

5 NOTICES

- 5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is –

Department of Conservation  
Conservation House  
Whare Kaupapa Atawhai  
18 Manners Street  
Wellington 6011  
PO Box 10420  
The Terrace  
Wellington 6143

6 AMENDMENT

- 6.1 This deed may be amended only by written agreement signed by the governance entity and the Minister of Conservation and the Director-General of Conservation.

7 NO ASSIGNMENT

- 7.1 The governance entity may not assign its rights under this deed.

8 DEFINITIONS

- 8.1 In this deed –

**Crown** has the meaning given to it by section 2(1) of the Public Finance Act 1989; and

**deed** means this deed of recognition as it may be amended from time to time; and

**deed of settlement** means the deed of settlement dated [date] between the settling group, the governance entity, and the Crown; and

**Director-General of Conservation** has the same meaning as Director-General in section 2(1) of the Conservation Act 1987; and

**governance entity** has the meaning given to it by the deed of settlement; and

**identified activity** means each of the activities specified in clause 2.2; and

**Minister** means the Minister of Conservation; and

**person** includes an individual, a corporation sole, a body corporate, and an unincorporated body; and

**settling group** and **Ngāti Hinerangi** have the meaning given to them by the deed of settlement; and



**DOCUMENTS**

**4.1: PART MAURIHORO SCENIC RESERVE**

**settlement legislation** means the Act referred to in clause 1.4; and

**statement of association** means the statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

**statutory area** means an area referred to in clause 1.2, the general location of which is indicated on the deed plan referred to in relation to that area, but which does not establish the precise boundaries of the statutory area; and

**writing** means representation in a visible form on a tangible medium (such as print on paper).

**9 INTERPRETATION**

9.1 The provisions of this clause apply to this deed's interpretation, unless the context requires a different interpretation.

9.2 Headings do not affect the interpretation.

9.3 A term defined by –

9.3.1 this deed has that meaning; and

9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meaning where used in this deed.

9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.

9.8 A reference to –

9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and

9.8.2 legislation means that legislation as amended, consolidated, or substituted.

9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.



**DOCUMENTS**

**4.1: PART MAURIHORO SCENIC RESERVE**

**SIGNED** as a deed on [**date**] \_\_\_\_\_

**SIGNED** for and on behalf of **THE CROWN** by –

The Minister of Conservation in the presence of –

**WITNESS**

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

Occupation:

Address:

The Director-General of Conservation in the presence of –

**WITNESS**

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

Occupation:

Address:



**DOCUMENTS**

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**4.1: PART MAURIHORO SCENIC RESERVE**

**SCHEDULE – STATEMENT OF ASSOCIATION**

**Part Maurihero Scenic Reserve (as shown on deed plan OTS-135-20)**

The area applies to an area in the Kaimai Range known as Part Maurihero Block. At its northern end is Ngā Tamahine e Rua while at the southern end of the block is Stanley Stream and to the east is Maurihero and Pukupenga.

Part Maurihero comprises extensive areas of Ngāti Hinerangi pre-European sites from the Waihou River to the Kaimai maunga which contained numerous pā sites and terraces along with agricultural sites for civilisations and pits for storage of kūmara. The region was rich in high quality flax which was used for clothing and building material. It also had an abundance of food resources such as eels and fish as well as bird life.



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**DOCUMENTS**

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**4.2 WAIANUANU**

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**DOCUMENTS**

**4.2: WAIANUANU**

**Waianuanu (as shown on deed plan OTS-135-23)**

**THIS DEED** is made by **THE CROWN** acting by the Minister of Conservation and the Director-General of Conservation

**1 INTRODUCTION**

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –
- 1.1.1 Ngāti Hinerangi (the settling group); and
  - 1.1.2 the trustees of [Te Puāwaitanga o Ngāti Hinerangi Iwi Trust] (the governance entity).
- 1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association in relation to Waianuanu (being part Kaimai Mamaku Conservation Park and part Gordon Park Scenic Reserve) (as shown on deed plan OTS-135-23) (the statutory area).
- 1.3 The statement of association is –
- 1.3.1 in the documents schedule to the deed of settlement; and
  - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the [*name*] Act [*year*], being the settlement legislation that gives effect to the deed of settlement.

**2 CONSULTATION**

- 2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
- 2.2.1 preparing a conservation management strategy or a conservation management plan under the Conservation Act 1987 or the Reserves Act 1977;
  - 2.2.2 preparing a national park management plan under the National Parks Act 1980;
  - 2.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:
    - (a) to identify and protect wildlife or indigenous plants;



**DOCUMENTS**

**4.2: WAIANUANU**

- (b) to eradicate pests, weeds, or introduced species;
  - (c) to assess current and future visitor activities; and
  - (d) to identify the appropriate number and type of concessions;
- 2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river; and
- 2.2.5 locating or constructing structures, signs, or tracks.
- 2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

**3 LIMITS**

3.1 This deed –

- 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
- 3.1.2 does not require the Crown to undertake, increase, or resume any identified activity; and
- 3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
- 3.1.4 is subject to the settlement legislation.

**4 TERMINATION**

4.1 This deed terminates in respect of a statutory area, or part of it, if –

- 4.1.1 the governance entity, the Minister of Conservation, and the Director-General of Conservation agree in writing; or
  - 4.1.2 the relevant area is disposed of by the Crown; or
  - 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and / or Crown official.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Minister and / or Crown official responsible for that activity.



DOCUMENTS

4.2: WAIANUANU

5 NOTICES

- 5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is –

Department of Conservation  
Whare Kaupapa Atawhai  
18 Manners Street  
Wellington 6011  
PO Box 10420  
The Terrace  
Wellington 6143

6 AMENDMENT

- 6.1 This deed may be amended only by written agreement signed by the governance entity and the Minister of Conservation and the Director-General of Conservation.

7 NO ASSIGNMENT

- 7.1 The governance entity may not assign its rights under this deed.

8 DEFINITIONS

- 8.1 In this deed –

**Crown** has the meaning given to it by section 2(1) of the Public Finance Act 1989; and

**deed** means this deed of recognition as it may be amended from time to time; and

**deed of settlement** means the deed of settlement dated [**date**] between the settling group, the governance entity, and the Crown; and

**Director-General of Conservation** has the same meaning as Director-General in section 2(1) of the Conservation Act 1987; and

**governance entity** has the meaning given to it by the deed of settlement; and

**identified activity** means each of the activities specified in clause 2.2; and

**Minister** means the Minister of Conservation; and

**person** includes an individual, a corporation sole, a body corporate, and an unincorporated body; and

**settling group** and **Ngāti Hinerangi** have the meaning given to them by the deed of settlement; and

**DOCUMENTS**

**4.2: WAIANUANU**

**settlement legislation** means the Act referred to in clause 1.4; and

**statement of association** means the statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

**statutory area** means an area referred to in clause 1.2, the general location of which is indicated on the deed plan referred to in relation to that area, but which does not establish the precise boundaries of the statutory area; and

**writing** means representation in a visible form on a tangible medium (such as print on paper).

**9 INTERPRETATION**

9.1 The provisions of this clause apply to this deed's interpretation, unless the context requires a different interpretation.

9.2 Headings do not affect the interpretation.

9.3 A term defined by –

9.3.1 this deed has that meaning; and

9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meaning where used in this deed.

9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.

9.8 A reference to –

9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and

9.8.2 legislation means that legislation as amended, consolidated, or substituted.

9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

**DOCUMENTS**

**4.2: WAIANUANU**

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**SIGNED** as a deed on [*date*] \_\_\_\_\_

**SIGNED** for and on behalf of **THE CROWN** by –

The Minister of Conservation in the presence of –

**WITNESS**

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

Occupation:

Address:

The Director-General of Conservation in the presence of –

**WITNESS**

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

Occupation:

Address:



**DOCUMENTS**

**4.2: WAIANUANU**

**SCHEDULE – STATEMENT OF ASSOCIATION**

**Waianuanu (as shown on deed plan OTS-135-23)**

Waianuanu maunga is one of the sacred maunga of Ngāti Hinerangi within the Kaimai Range. Ngāti Hinerangi has maintained ahikāroa rights to Waianuanu maunga for more than 500 years. Waianuanu maunga is a wāhi tapu of Ngāti Hinerangi and comprises burial caves with the kōiwi remains of Ngāti Hinerangi tūpuna who lived in the nearby settlements in the Whakamārama block and other adjoining land blocks.

Waianuanu is one of the most eastern maunga of Ngāti Hinerangi. Closely connected with the Waianuanu maunga is the Ngāumuwahine River. It runs around the foot of the Waianuanu maunga and is a sacred awa to Ngāti Hinerangi. The Ngāumuwahine River runs to the south-east of the Ngāti Hinerangi traditional tribal rohe. Ngāti Hinerangi tracks ran through and around the surrounding forest at the base of the Waianuanu maunga providing access to the inland settlements as a half-way stop-over point for travellers crossing the Kaimai Range.

Waianuanu maunga is located on the northwest corner of the Mangatōtara 1A land block which belongs to the Ngāti Hinerangi. Today members of Ngāti Hinerangi are landowners on the land blocks immediately adjacent to Waianuanu. These include the Mangatōtara 1A block on the south-east side of the Okauia No1 block. Ngāti Hinerangi customary lands and ancient interests are also recorded in the Whakamārama and Ōteora land blocks that surround Waianuanu maunga, its ngāhere and awa.

Waianuanu maunga is flanked by the Mangatōtara block, Te Irihanga (Te Mahau portion) and the Ōteora block to the south-east which was awarded to Ngāti Hinerangi tūpuna by the Tauranga Commissioners' investigations in 1881 into Reallocated Lands. Ngāti Hinerangi tribal members are owners in these land blocks today.

Ōkauia No1 block to the north-west of Waianuanu peak is linked to another sacred maunga of Ngāti Hinerangi called Te Weraiti which was awarded to Ngāti Hinerangi by the Native Land Court in 1879. Waianuanu and Te Weraiti maunga are linked together to the other sacred maunga within the traditional tribal rohe of Ngāti Hinerangi as a spiritual stairway to the Supreme Creator, Io Matuakore and the Gods who dwell in the Upper heavens and provide a sacred sanctuary that has ensured Ngāti Hinerangi's survival.

There are burial caves located on Ngāti Hinerangi's sacred maunga Te Weraiti which stands above the Ōkauia papakāinga where the four Ngāti Hinerangi marae are located. The four Ngāti Hinerangi marae, Te Ōhākī, Hinerangi Tāwhaki, Tangata, and Tamapango reside below these two sacred maunga. From this position, Ngāti Hinerangi have been the kaitiaki of Waianuanu and Te Weraiti maunga for more than 500 years.



**DOCUMENTS**

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**5. PROTOCOLS**

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**5.1 CROWN MINERALS PROTOCOL**

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**DOCUMENTS**

**5.1: CROWN MINERALS PROTOCOL**

**PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH TE PUĀWAITANGA O NGĀTI HINERANGI IWI TRUST BY THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS**

**1 INTRODUCTION**

- 1.1 Under the Deed of Settlement dated [ ] between the trustees of the Te Puāwaitanga o Ngāti Hinerangi Iwi Trust ("**Ngāti Hinerangi**") and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Energy and Resources (the "**Minister**") would issue a Protocol (the "**Protocol**") setting out how the Ministry of Business, Innovation and Employment (the "**Ministry**") will consult with Ngāti Hinerangi matters specified in the Protocol.
- 1.2 Both the Ministry and Ngāti Hinerangi are seeking a constructive relationship based on the principles of Te Tiriti o Waitangi / the Treaty of Waitangi.
- 1.3 Section 4 of the Crown Minerals Act 1991 (the "**Act**") requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi. The minerals programmes set out how this requirement will be given effect to.
- 1.4 The Minister and the Ministry recognise that Te Puāwaitanga o Ngāti Hinerangi Iwi Trust is the governance entity of Ngāti Hinerangi and represents Ngāti Hinerangi.
- 1.5 Ngāti Hinerangi are tangata whenua and kaitiaki of the Protocol Area and have significant interests and responsibilities in relation to the preservation, protection and management of natural resources within the Protocol Area.

**2 PURPOSE OF THIS PROTOCOL**

- 2.1 With the intent of creating a constructive relationship between Ngāti Hinerangi and the Ministry in relation to minerals administered in accordance with the Act in the Protocol Area, this Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Protocol.
- 2.2 Ngāti Hinerangi will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

**3 PROTOCOL AREA**

- 3.1 This Protocol applies to the area shown on the map in Appendix A and does not go beyond the sovereign territory of New Zealand.



**DOCUMENTS**

**5.1: CROWN MINERALS PROTOCOL**

**4 TERMS OF ISSUE**

- 4.1 This Protocol is issued pursuant to section [ ] of [ ] (the "**Settlement Legislation**") that implements clause [ ] of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

**5 CONSULTATION**

- 5.1 The Minister will ensure that Ngāti Hinerangi is consulted by the Ministry:

**New minerals programmes**

- (a) on the preparation of a draft minerals programme, or a proposed change to a minerals programme (unless the change is one to which section 16(3) of the Act applies), which relate, whether wholly or in part, to the Protocol Area;

**Petroleum exploration permit block offers**

- (b) on the planning of a competitive tender allocation of a permit block for petroleum exploration (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and the relevant minerals programme), which relates, whether wholly or in part, to the Protocol Area. This will include outlining the proposals for holding the block offer, and consulting with Ngāti Hinerangi on these proposals over the consultation period set out in the relevant minerals programme;

**Other petroleum permit applications**

- (c) when any application for a petroleum permit is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1(b);

**Amendments to petroleum permits**

- (d) when any application to amend a petroleum permit, by extending the land to which the permit relates, is received where the application relates, wholly or in part, to the Protocol Area;

**Permit block offers for Crown owned minerals other than petroleum**

- (e) on the planning of a competitive tender allocation of a permit block for Crown owned minerals other than petroleum (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and any relevant minerals programme) which relates, whether wholly or in part, to the Protocol Area;



**DOCUMENTS**

**5.1: CROWN MINERALS PROTOCOL**

**Other permit applications for Crown owned minerals other than petroleum**

- (f) when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1(e) or where the application relates to newly available acreage;

**Newly available acreage**

- (g) when the Chief Executive proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of minerals other than petroleum, which relates, whether wholly or in part, to the Protocol Area;

**Amendments to permits for Crown owned minerals other than petroleum**

- (h) when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is received, where the application relates, wholly or in part, to the Protocol Area; and

**Gold fossicking areas**

- (i) when any request is received or proposal is made to designate lands as a gold fossicking area, which relates, whether wholly or in part, to the Protocol Area.

5.2 Each decision on a proposal referred to in clause 5.1 will be made having regard to any matters raised as a result of consultation with Ngāti Hinerangi, and having regard to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi.

**6 IMPLEMENTATION AND COMMUNICATION**

6.1 The Crown has an obligation under the Act to consult with parties whose interests may be affected by matters described in clause 5.1. The Ministry will consult with Ngāti Hinerangi in accordance with this Protocol if matters described in clause 5.1 of this Protocol may affect the interests of Ngāti Hinerangi.

6.2 For the purposes of clause 6.1, the basic principles that will be followed by the Ministry in consulting with Ngāti Hinerangi in each case are:

- (a) ensuring that Ngāti Hinerangi is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;
- (b) providing Ngāti Hinerangi with sufficient information to make informed decisions and submissions;
- (c) ensuring that sufficient time is given for the participation of Ngāti Hinerangi in the decision making process and to enable it to prepare its submissions; and



**DOCUMENTS**

**5.1: CROWN MINERALS PROTOCOL**

- (d) ensuring that the Ministry will approach the consultation with Ngāti Hinerangi with an open mind, and will genuinely consider the submissions of Ngāti Hinerangi.

**7 DEFINITIONS**

7.1 In this Protocol:

**Act** means the Crown Minerals Act 1991 as amended, consolidated or substituted

**Chief Executive** means the Chief Executive of the Ministry of Business, Innovation and Employment

**Crown** means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement

**Crown owned minerals** means any mineral that is the property of the Crown

**Deed of Settlement** means the Deed of Settlement dated [ ] between the Crown and Te Puāwaitanga o Ngāti Hinerangi Iwi Trust

**Hapū** has the meaning set out in clause [8.6.2] of the Deed of Settlement

**mineral** means a naturally occurring inorganic substance beneath or at the surface of the earth, whether or not under water; and includes all metallic minerals, non-metallic minerals, fuel minerals, precious stones, industrial rocks and building stones, and a prescribed substance within the meaning of the Atomic Energy Act 1945

**Minister** means the Minister of Energy and Resources

**Ministry** means the Ministry of Business, Innovation and Employment

**newly available acreage** is a method for allocating permits for minerals (excluding petroleum) as set out in the Minerals Programme for Minerals (Excluding Petroleum) 2013

**petroleum** means—

- (a) any naturally occurring hydrocarbon (other than coal) whether in a gaseous, liquid, or solid state; or
- (b) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state; or
- (c) any naturally occurring mixture of 1 or more hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state, and 1 or more of the following, namely hydrogen sulphide, nitrogen, helium, or carbon dioxide—



**DOCUMENTS**

**5.1: CROWN MINERALS PROTOCOL**

and, except in sections 10 and 11 of the Act, includes any petroleum as so defined which has been mined or otherwise recovered from its natural condition, or which has been so mined or otherwise recovered but which has been returned to a natural reservoir for storage purposes; and

**protocol** means a statement in writing, issued by the Crown through the Minister to Ngāti Hinerangi under the Settlement Legislation and the Deed of Settlement and includes this Protocol

**ISSUED ON [ ]**

**SIGNED** for and on behalf of  
**THE SOVEREIGN**  
in right of New Zealand by  
the Minister of Energy and Resources.

**WITNESS**

Name \_\_\_\_\_

Occupation \_\_\_\_\_

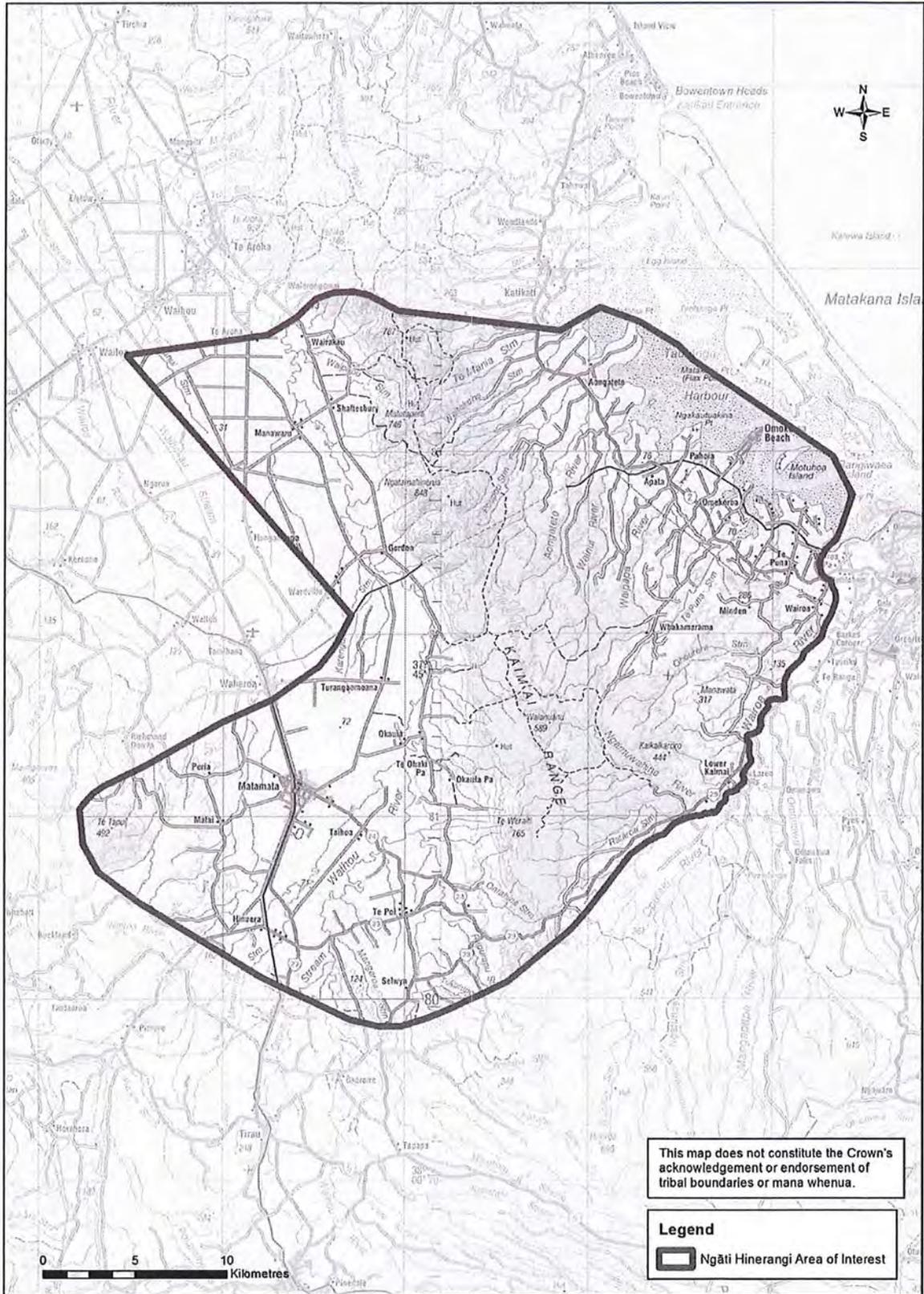
Address \_\_\_\_\_



DOCUMENTS

5.1: CROWN MINERALS PROTOCOL

ATTACHMENT A  
PROTOCOL AREA MAP



*[Handwritten signature]*

**DOCUMENTS**

**5.1: CROWN MINERALS PROTOCOL**

**ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE**

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

**1. AMENDMENT AND CANCELLATION**

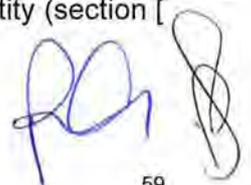
- 1.1 The Minister or Ngāti Hinerangi may cancel this Protocol.
- 1.2 The Protocol can only be amended by agreement in writing between the Minister and Ngāti Hinerangi.

**2. NOTING**

- 2.1 A summary of the terms of this Protocol must be added:
  - 2.1.1 in a register of protocols maintained by the chief executive; and
  - 2.1.2 in the minerals programme affecting the Protocol Area when those programmes are changed;but the addition:
  - 2.1.3 is for the purpose of public notice only; and
  - 2.1.4 does not change the minerals programmes for the purposes of the Crown Minerals Act 1991 (section [ ]).

**3. LIMITS**

- 3.1 This Protocol does not -
  - 3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (including the Crown Minerals Act 1991) and government policy, including:
    - (a) introducing legislation; or
    - (b) changing government policy; or
    - (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tāngata whenua (section [ ]); or
  - 3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of Ngāti Hinerangi or a representative entity (section [ ]); or



**DOCUMENTS**

**5.1: CROWN MINERALS PROTOCOL**

- 3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section [ ]); or
- 3.1.4 [affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011 (section [ ]).]
- 3.2 In this summary of the Terms of Issue, "representative entity" has the same meaning as it has in the Deed of Settlement.
- 4. BREACH**
- 4.1 Subject to the Crown Proceedings Act 1950, Ngāti Hinerangi may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section [ ]).
- 4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause [ ]).



**DOCUMENTS**

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**5.2 TAONGA TŪTURU PROTOCOL**

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**DOCUMENTS**

**5.2: TAONGA TŪTURU PROTOCOL**

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH TE PUĀWAITANGA O NGĀTI HINERANGI IWI TRUST ON SPECIFIED ISSUES**

**1. INTRODUCTION**

- 1.1 Under the Deed of Settlement dated xx between Te Puāwaitanga o Ngāti Hinerangi Iwi Trust and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister for Arts, Culture and Heritage (the "Minister") would issue a protocol (the "Protocol") setting out how the Minister and the Chief Executive for Manatū Taonga also known as the Ministry for Culture and Heritage (the "Chief Executive") will interact with the governance entity on matters specified in the Protocol. These matters are:
- 1.1.1 Protocol Area – Part 2
  - 1.1.2 Terms of issue – Part 3
  - 1.1.3 Implementation and communication – Part 4
  - 1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 – Part 5
  - 1.1.5 The role of the Minister under the Protected Objects Act 1975 – Part 6
  - 1.1.6 Effects on Ngāti Hinerangi interests in the Protocol Area – Part 7
  - 1.1.7 Registration as a collector of Ngā Taonga Tūturu – Part 8
  - 1.1.8 Board Appointments – Part 9
  - 1.1.9 National Monuments, War Graves and Historical Graves – Part 10
  - 1.1.10 History publications relating to Ngāti Hinerangi – Part 11
  - 1.1.11 Cultural and / or Spiritual Practices and professional services – Part 12
  - 1.1.12 Consultation – Part 13
  - 1.1.13 Changes to legislation affecting this Protocol –Part 14
  - 1.1.14 Definitions – Part 15
- 1.2 For the purposes of this Protocol the governance entity is the body representative of Ngāti Hinerangi who have an interest in the matters covered under this Protocol. This derives from the status of the governance entity as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.3 Manatū Taonga also known as the Ministry (the "Ministry") and the governance entity are seeking a relationship consistent with Te Tiriti o Waitangi / the Treaty of Waitangi and its



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### 5.2: TAONGA TŪTURU PROTOCOL

principles. The principles of Te Tiriti o Waitangi / the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.

- 1.4 The purpose of the Protected Objects Act 1975 ("the Act") is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturū, and by establishing and recording the ownership of Ngā Taonga Tūturū found after the commencement of the Act, namely 1 April 1976.
- 1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input into matters set out in clause 1.1, as set out in clauses 5 to 11 of this Protocol.

#### 2. PROTOCOL AREA

- 2.1 This Protocol applies across the Protocol Area which is identified in the map included in Attachment A of this Protocol together with adjacent waters (the "Protocol Area").

#### 3. TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section xx of the [Ngāti Hinerangi Claims Settlement Bill] ("the Settlement Legislation") that implements the Ngāti Hinerangi Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

#### 4. IMPLEMENTATION AND COMMUNICATION

- 4.1 The Chief Executive will maintain effective communication with the governance entity by:
  - 4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;
  - 4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;
  - 4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;
  - 4.1.4 meeting with the governance entity to review the implementation of this Protocol if requested by either party;
  - 4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol and of the obligations of the Chief Executive under it;



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**5.2: TAONGA TŪTURU PROTOCOL**

- 4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
- 4.1.7 including a copy of the Protocol with the governance entity on the Ministry's website.

**5. THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT**

**General**

- 5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the governance entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:
  - 5.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Hinerangi origin found anywhere else in New Zealand;
  - 5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Hinerangi origin found anywhere else in New Zealand;
  - 5.1.3 notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Hinerangi origin found anywhere else in New Zealand;
  - 5.1.4 notify the governance entity in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Hinerangi origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
  - 5.1.5 notify the governance entity in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Hinerangi origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

**Ownership of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Hinerangi origin found elsewhere in New Zealand**

- 5.2. If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Hinerangi origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.



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**5.2: TAONGA TŪTURU PROTOCOL**

- 5.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Hinerangi origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

**Custody of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Hinerangi origin found elsewhere in New Zealand**

- 5.5 If the governance entity does not lodge a claim of ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Hinerangi origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:
- 5.5.1 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and
- 5.5.2 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

**Export Applications**

- 5.6 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of Ngāti Hinerangi origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 5.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Ngāti Hinerangi origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of the Chief Executive's decision.

**6. THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975**

- 6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:
- 6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or



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**DOCUMENTS**

**5.2: TAONGA TŪTURU PROTOCOL**

- 6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;
- 6.2 The Ministry will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the governance entity was consulted as an Expert Examiner.

**7. EFFECTS ON NGĀTI HINERANGI INTERESTS IN THE PROTOCOL AREA**

- 7.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Ngāti Hinerangi interests in the Protocol Area.
- 7.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Ngāti Hinerangi interests in the Protocol Area.
- 7.3 Notwithstanding clauses 7.1 and 7.2 above the Chief Executive and governance entity shall meet to discuss Ngāti Hinerangi interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

**8. REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU**

- 8.1 The Chief Executive will register the governance entity as a Registered Collector of Taonga Tūturu.

**9. BOARD APPOINTMENTS**

- 9.1 The Chief Executive shall:
- 9.1.1 notify the governance entity of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
- 9.1.2 add the governance entity's nominees onto Manatū Taonga / Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and
- 9.1.3 notify the governance entity of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

**10. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES**

- 10.1 The Chief Executive shall seek and consider the views of the governance entity on any proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to Ngāti Hinerangi interests in the Protocol Area. For the avoidance of any doubt, this does not include normal maintenance or cleaning.



**DOCUMENTS**

**5.2: TAONGA TŪTURU PROTOCOL**

- 10.2 Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the governance entity, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

**11. HISTORY PUBLICATIONS**

- 11.1 The Chief Executive shall:

11.1.1 upon commencement of this protocol provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relates substantially to Ngāti Hinerangi; and

11.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Ngāti Hinerangi:

- (a) from an early stage;
- (b) throughout the process of undertaking the work; and
- (c) before making the final decision on the material of a publication.

- 11.2 It is accepted that the author, after genuinely considering the submissions and / or views of, and confirming and correcting any factual mistakes identified by the governance entity, is entitled to make the final decision on the material of the historical publication.

**12. PROVISION OF CULTURAL AND / OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES**

12.1 Where the Chief Executive requests cultural and / or spiritual practices to be undertaken by Ngāti Hinerangi within the Protocol Area, the Chief Executive will make a contribution subject to prior mutual agreement, to the costs of undertaking such practices.

12.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services relating to cultural advice, historical and commemorative services sought by the Chief Executive.

12.3 The procurement by the Chief Executive of any such services set out in clauses 12.1 and 12.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

**13. CONSULTATION**

- 13.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:



**DOCUMENTS**

**5.2: TAONGA TŪTURU PROTOCOL**

- 13.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;
- 13.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
- 13.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;
- 13.1.4 ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and
- 13.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

**14. CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL**

- 14.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:
  - 14.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;
  - 14.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and
  - 14.1.3 report back to the governance entity on the outcome of any such consultation.

**15. DEFINITIONS**

- 15.1 In this Protocol:

**Chief Executive** means the Chief Executive of Manatū Taonga also known as the Ministry for Culture and Heritage and includes any authorised employee of Manatū Taonga also known as the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive

**Crown** means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement



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**5.2: TAONGA TŪTURU PROTOCOL**

**Expert Examiner** has the same meaning as in section 2 of the Act and means a body corporate or an association of persons

**Found** has the same meaning as in section 2 of the Act and means:

in relation to any Taonga Tūturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga Tūturu and which suggest that the Taonga Tūturu was last in the lawful possession of a person who at the time of finding is no longer alive; and 'finding' and 'finds' have corresponding meanings

**governance entity** means Te Puāwaitanga o Ngāti Hinerangi Iwi Trust

**Ngā Taonga Tūturu** has the same meaning as in section 2 of the Act and means two or more Taonga Tūturu

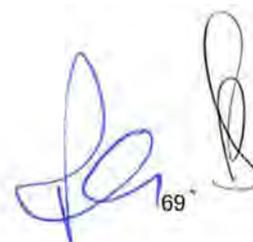
**Ngāti Hinerangi** has the meaning set out in clause xx of the Deed of Settlement

**Protocol** means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol

**Taonga Tūturu has** the same meaning as in section 2 of the Act and means:

an object that—

- (a) relates to Māori culture, history, or society; and
- (b) was, or appears to have been,—
  - (i) manufactured or modified in New Zealand by Māori; or
  - (ii) brought into New Zealand by Māori; or
  - (iii) used by Māori; and
- (c) is more than 50 years old



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**5.2: TAONGA TŪTURU PROTOCOL**

**ISSUED** on

**SIGNED** for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Chief Executive of the Ministry for Culture and Heritage:

**WITNESS**

Name \_\_\_\_\_

Occupation \_\_\_\_\_

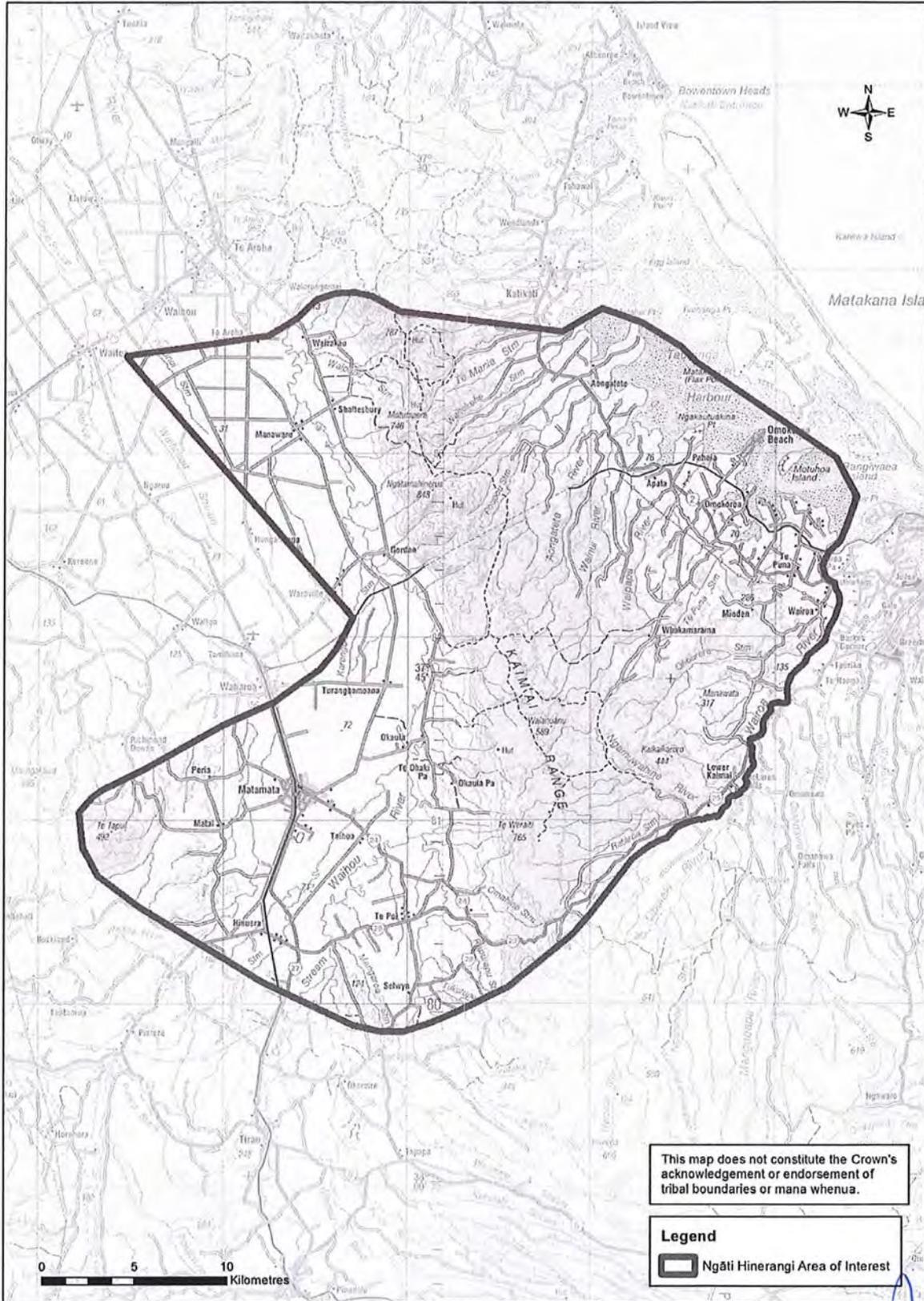
Address \_\_\_\_\_

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5.2: TAONGA TŪTURU PROTOCOL

ATTACHMENT A  
THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



DOCUMENTS

5.2: TAONGA TŪTURU PROTOCOL

ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

**1. Amendment and cancellation**

- 1.1 The Minister may amend or cancel this Protocol, but only after consulting with the governance entity and having particular regard to its views (section [ ]).

**2. Limits**

- 2.1 This Protocol does not -

2.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law and government policy, including:

- (a) introducing legislation; or
- (b) changing government policy; or
- (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapu, marae, whanau, or representative of tangata whenua (section [ ]); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Ngāti Hinerangi (section [ ]); or

2.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to, taonga tuturu.

**3. Breach**

- 3.1 Subject to the Crown Proceedings Act 1950, the governance entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section [ ]).

- 3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause [ ]).



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**6. RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF  
CONSERVATION**

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**6: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION**

**CONSERVATION RELATIONSHIP AGREEMENT**

**Agreed by**

**The Crown, through the Minister of Conservation and the  
Director-General of Conservation**

**And**

**Te Puāwaitanga o Ngāti Hinerangi Iwi Trust through the Ngāti Hinerangi  
Deed of Settlement**

**1. PURPOSE & PRINCIPLES**

- 1.1 This Conservation Relationship Agreement ("Agreement") sets out how the Department of Conservation (the "Department") and the Te Puāwaitanga o Ngāti Hinerangi Iwi Trust (the "Governance Entity") will work together in fulfilling the agreed strategic objectives across the Ngāti Hinerangi Area of Interest.
- 1.2 This agreement is a framework to foster the development of a positive, collaborative and enduring relationship into the future between Ngāti Hinerangi and the Department of Conservation.
- 1.3 The terms of the Ngāti Hinerangi Deed of Settlement apply to this Agreement and should be read as part of this Agreement.
- 1.4 This Agreement shall apply within the Ngāti Hinerangi Area of Interest.

**2. ROLES AND RESPONSIBILITIES**

**Joint Objectives**

- 2.1 The Governance Entity, the Minister and the Director-General are committed to the restoration and protection of the health and wellbeing of the Ngāti Hinerangi Area of Interest for present and future generations, to the extent possible within their respective functions, powers and resources.
- 2.2 The Governance Entity and the Department are committed to establishing an effective conservation relationship to achieve the purpose and objectives of this Agreement.
- 2.3 The Governance Entity and the Department recognise and respect each other's autonomy, individual mandates, roles and responsibilities.



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**6: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION**

**Ngāti Hinerangi**

- 2.4 The tikanga and identity of Ngāti Hinerangi is intrinsically linked with the natural resources of the Ngāti Hinerangi rohe and gives rise to ongoing responsibilities for Ngāti Hinerangi to protect and ensure the wellbeing of these taonga.
- 2.5 Ngāti Hinerangi have always viewed themselves as kaitiaki of the lands, waterways, flora and fauna within their rohe. In entering into this relationship agreement with the Department, Ngāti Hinerangi seek to rebuild and maintain their kaitiaki role, based on Te Tiriti o Waitangi / the Treaty of Waitangi and its principles, and to ensure that conservation lands administered by the Department are managed in a manner consistent with Ngāti Hinerangi tikanga and kawa.

**Department of Conservation**

- 2.6 The Department administers 24 Acts and has functions under a number of other Acts. The Department's functions include managing "for conservation purposes, all land, and all other natural and historic resources" under the Conservation Legislation. Section 4 of this Act requires that this must be interpreted and administered so as to give effect to the principles of the Te Tiriti o Waitangi / the Treaty of Waitangi, to the extent that those principles are consistent with the conservation legislation.

**3. COMMUNICATION**

- 3.1 The Parties will maintain effective and efficient communication with each other on an ongoing basis by:
- (a) maintaining a record of each other's office holders, and their contact details;
  - (b) advising each other of their principal contacts and their contact details;
  - (c) promptly informing each other of any changes to the contact information;
  - (d) meeting on issues of shared interest that relate to the Ngāti Hinerangi Area of Interest:
    - (i) in accordance with the commitments in this Agreement; and
    - (ii) as agreed by the Governance Entity and the Department; and
  - (e) advising each other of any matters of significance to Ngāti Hinerangi that relate to the Ngāti Hinerangi Area of Interest.

**4. STRATEGIC COLLABORATION**

- 4.1 As soon as is practicable after the signing of this Agreement the parties will meet to agree long-term strategic objectives for their relationship.



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**6: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION**

- 4.2 Thereafter, the Governance Entity will meet with senior staff of the Department within the Ngāti Hinerangi Area of Interest at least once a year. At these meetings, the parties will determine whether meetings involving senior managers of the Department and the Governance Entity are required on particular issues.
- 4.3 The Governance Entity may advise the Department that meetings with specific hapu are required on particular issues.
- 4.4 The Governance Entity and the Department undertake separate business planning processes prior to the beginning of each new financial year. These business planning processes determine the Governance Entity's and the Department's work priorities and commitments for the year. For the Department, business planning processes largely sit with the District Managers. The relevant District Managers and representatives of the Governance Entity will meet at an early stage in their annual business planning processes to:
- (a) discuss priorities and commitments for the new financial year;
  - (b) discuss timeframes for the development of annual work programmes; and
  - (c) identify potential specific projects to be undertaken together or separately that are consistent with the strategic objectives for the relationship.
- 4.5 If a specific project is undertaken, the Department and the Governance Entity will determine the nature of their collaboration on that project which may include finalising a work plan for that project. If a specific project is not undertaken, the parties will advise one another of the reason(s) for this.
- 4.6 As part of annual discussions, and as part of ongoing dialogue, the parties will advise each other of:
- (a) any significant changes that have occurred or are proposed (including structural, legislative, policy or administrative changes) regarding how either party is working in the Ngāti Hinerangi Area of Interest;
  - (b) potential opportunities for applying for funding for conservation purposes from external sources (either jointly or individually with the support of the other party); and
  - (c) potential opportunities for applying for funding for conservation purposes from Vote: Conservation, e.g. Ngā Whenua Rāhui (either jointly or individually with the support of the other party).
- 4.7 Each year, the parties will provide a letter or similar form of written advice to the other that describes the work that party has carried out in that financial year to achieve the strategic objectives for the relationship.



**DOCUMENTS**

**6: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION**

**Planning documents**

- 4.8 The Department and the Governance Entity will meet to identify and seek to address issues affecting Ngāti Hinerangi at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any Statutory Planning Document within the Ngāti Hinerangi Area of Interest.

**5. FRESHWATER FISHERIES**

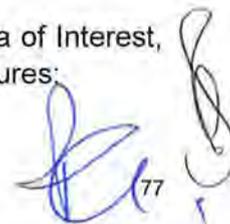
- 5.1 Ngāti Hinerangi and the Department share aspirations for conservation of freshwater fisheries within the Ngāti Hinerangi Area of Interest.
- 5.2 The Department's statutory functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and their habitats. The Department is responsible for the regulation of whitebait fishing under the Whitebait Regulations. Its work also focuses on national priority fisheries and habitats that are located on public conservation land, national priority species and biosecurity issues. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act processes.
- 5.3 The parties will co-operate in the conservation of freshwater fisheries and freshwater habitats. Establishing freshwater aims in the strategic objectives for the relationship will ensure that actions towards these are integrated into the annual business planning processes. These actions may include:
- (a) areas for co-operation in the protection, restoration and enhancement of riparian vegetation and habitats; and
  - (b) the development or implementation of research and monitoring programmes.

**6. MARINE MAMMALS**

- 6.1 The Department administers the Marine Mammals Protection Act 1978. The Act provides for the protection, conservation and management of marine mammals in New Zealand and New Zealand Fisheries Waters, including the treatment or disposal of sick or dead marine mammals.
- 6.2 Ngāti Hinerangi has ancestral kaitiaki responsibilities in relation to the preservation and protection of marine mammals within the Ngāti Hinerangi Area of Interest.
- 6.3 The Department also has responsibilities for the health and safety of its staff and any volunteers under its control, and the public in the interaction with and handling of these mammals.

**Marine Mammal Strandings**

- 6.4 In order to address a marine mammal stranding in the Ngāti Hinerangi Area of Interest, the Department and the Governance Entity will operate the following procedures:



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**6: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION**

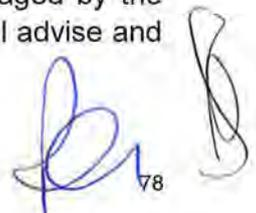
- (a) Contact persons - notify each other of authorised key contact person(s) who will be available at short notice in the event of a marine mammal stranding. The Governance Entity will authorise their contact person(s) to make decisions on whether the Governance Entity is to be involved;
- (b) Notification in event of stranding – promptly notify each other, through the key contact person(s), of all stranding events that come to their notice;
- (c) Decision to euthanise – circumstances during a stranding may require marine mammals to be euthanised. This decision is the responsibility of a person authorised by the Minister of Conservation and will be made in the best interests of the animal(s) and public safety. The Department will make reasonable efforts to inform the key contact person(s) before a decision to euthanise is made.

**Dead Marine Mammals**

- 6.5 Dead marine mammals shall be disposed of in accordance with the advice of an officer or person authorised by the Minister, which advice shall be given, where practicable, after consultation with the occupier of the place where the marine mammal is found.
- 6.6 The Department agrees to notify the Governance Entity of any dead marine mammals within the Ngāti Hinerangi Area of Interest.

**7. STATUTORY AUTHORISATIONS**

- 7.1 The strategic objectives for the relationship will guide the parties to determine appropriate engagement on Statutory Authorisations within the Ngāti Hinerangi Area of Interest.
- 7.2 As part of these strategic objectives, the Governance Entity and the Department will identify categories of statutory authorisations that may impact on the cultural, traditional and / or historic values of Ngāti Hinerangi. These categories will be reviewed on a continuing basis. In the identified categories the Department will:
  - (a) advise and encourage all prospective applicants within the Ngāti Hinerangi Area of Interest to consult the Governance Entity before filing their application;
  - (b) consult the Governance Entity at an early stage on such categories of authorisations or renewal of authorisations within the Ngāti Hinerangi Area of Interest.
- 7.3 As the Department works within time limits to process statutory authorisations applications, at the earliest opportunity it will notify the Governance Entity (as part of the meetings referred to in paragraph 4.2) of the timeframes for providing advice on impacts on the cultural, spiritual and historic values of Ngāti Hinerangi.
- 7.4 Before issuing statutory authorisations to carry out activities on land managed by the Department within [the Ngāti Hinerangi Area of Interest], the Department will advise and



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encourage communication between the applicant for the statutory authorisation and the Governance Entity.

- 7.5 When issuing or renewing statutory authorisations that give authority for other parties to manage land administered by the Department, the Department will:
- (a) require the third parties to manage the land according to the standards of conservation best practice;
  - (b) advise and encourage third parties to consult with the Governance Entity before using cultural information of Ngāti Hinerangi.
- 7.6 It is expected that the strategic objectives for the relationship will guide the parties to determine potential opportunities for the Governance Entity to obtain statutory authorisations on public conservation land within the Ngāti Hinerangi Area of Interest.

**8. STATUTORY LAND MANAGEMENT**

- 8.1 The strategic objectives for the relationship will guide the parties' engagement on statutory land management activities within the Ngāti Hinerangi Area of Interest. Ngāti Hinerangi have an ongoing interest in the range of statutory land management activities that are occurring within the Ngāti Hinerangi Area of Interest.
- 8.2 The Department and the Governance Entity will identify the categories of statutory land management activities that have potential to affect the cultural, spiritual, historic values and sites of significance of Ngāti Hinerangi, and will identify when consultation is appropriate. This includes when the Minister is considering:
- (a) vestings or management appointments for reserves held under the Reserves Act 1977;
  - (b) other management arrangements with third parties;
  - (c) changing reserve classifications; or
  - (d) land disposal.
- 8.3 Before vesting or making an appointment to control and manage a reserve under the Reserves Act for a Ngāti Hinerangi site of significance, the Department will discuss with the Governance Entity whether it wishes to be given such a vesting or appointment subject to agreed conditions (if any).
- 8.4 In addition, from time to time the Department and the Governance Entity will discuss any desire of Ngāti Hinerangi to be granted a vesting of, or an appointment to control and manage, a reserve under the Reserves Act for an area of significance.

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**6: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION**

**9. CULTURAL MATERIALS**

- 9.1 The Department and the Governance Entity will develop and agree a Cultural Materials Plan in accordance with the Department's guiding document Ngā Aitanga a Nuku which will provide for the Governance Entity to enable members of Ngāti Hinerangi to take and use plants and plant materials in accordance with this Cultural Materials Plan.

**10. SITES OF SIGNIFICANCE**

- 10.1 Both parties recognise that there are wāhi tapu and sites of significance to Ngāti Hinerangi on lands managed under Conservation Legislation.
- 10.2 The Department will work with the Governance Entity to respect Ngāti Hinerangi values, tikanga and kaitiakitanga attached to wāhi tapu and other places of significance that have been identified in accordance with clause 10.3 on lands administered by the Department within the Ngāti Hinerangi Area of Interest by:
- (a) discussing with the Governance Entity practical ways in which Ngāti Hinerangi can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the Ngāti Hinerangi Area of Interest;
  - (b) managing, in co-operation with the Governance Entity, sites of historic significance to Ngāti Hinerangi according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1983;
  - (c) informing the Governance Entity if kōiwi or taonga tuturū are found within the Ngāti Hinerangi Area of Interest; and
  - (d) assisting in recording and protecting wāhi tapu and other places of cultural significance to Ngāti Hinerangi and seeking to ensure they are not desecrated or damaged.
- 10.3 The parties will develop a process for advising one another of sites of significance and wāhi tapu. Information relating to sites of significance to Ngāti Hinerangi will be treated in confidence by the Department, to preserve the wāhi tapu nature of places, unless otherwise agreed by the Governance Entity but subject to the Official Information Act 1981 and other relevant Acts.
- 10.4 The parties will consult each other in relation to recommendations for public conservation lands containing sites of significance that are identified under 10.3 above in the Ngāti Hinerangi Area of Interest.



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**6: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION**

**11. SPECIES AND HABITAT PROTECTION (INCLUDING NATIONAL PROGRAMMES AND PEST CONTROL)**

- 11.1 The parties share aspirations of protecting ecosystems and indigenous flora and fauna within the Ngāti Hinerangi Area of Interest. These aspirations will be reflected in the strategic objectives for the relationship.
- 11.2 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. This work involves a number of national programmes.
- 11.3 In recognition of the cultural, historic and traditional association of Ngāti Hinerangi with indigenous flora and fauna within the Ngāti Hinerangi Area of Interest for which the Department has responsibility, the Department will inform the Governance Entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for Ngāti Hinerangi to participate in these programmes.
- 11.4 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of protecting the unique biodiversity of New Zealand. This is done in a way that maximises the value from limited resources available to do this work.
- 11.5 It is envisaged that the strategic objectives for the relationship will determine the strategic outcomes sought from pest control programmes within the Ngāti Hinerangi Area of Interest, including:
- (a) monitoring and assessment of programmes;
  - (b) early consultation with the Governance Entity on pest control activities particularly the use of pesticides within the Ngāti Hinerangi Area of Interest; and
  - (c) co-ordination of pest control where the Governance Entity is the adjoining landowner, taking account of the relative limited ability of Governance Entity to contribute to such pest control.
- 11.6 Through the annual business planning process, the parties will create actions to progress these strategic objectives.

**12. VISITOR AND PUBLIC INFORMATION**

- 12.1 Ngāti Hinerangi and the Department wish to share knowledge about natural and historic heritage within the Ngāti Hinerangi Area of Interest with visitors and the general public. This is important to increase enjoyment and understanding of this heritage, and to develop awareness of the need for its conservation.
- 12.2 The ancestral trails across the Kaimai Ranges, Te Ara Maurihiro (also known as Thompsons Track) and Te Tuhi Track are important places to Ngāti Hinerangi. Accessing



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**6: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION**

and using these trails enables Ngāti Hinerangi whanau and hapū to experience their historical and cultural relationships. Receiving historic reserves as cultural redress at each end of these ancestral trails provides for a cultural connection for Ngāti Hinerangi to these important areas. Ngāti Hinerangi want to work with the Department and its agents, to ensure that the information, signage and public access to these trails is appropriately identified, supported and managed into the future. Te Tuhi Track East has been identified by Ngāti Hinerangi as a particular focus for this in the first instance. In the event that Ngāti Hinerangi share ownership and administration of their historic reserves at the eastern end of these ancestral trails the Department will also need to work with the new joint administering bodies.

- 12.3 The parties also wish to encourage respect for and awareness of the cultural, spiritual, traditional and historic association of Ngāti Hinerangi with the land, waters and indigenous flora and fauna within the Ngāti Hinerangi Area of Interest, and the responsibility of Ngāti Hinerangi as kaitiaki under tikanga Māori to preserve, protect, and manage the natural and historic resources within that area.
- 12.4 The parties will do this by:
- (a) raising public awareness of positive conservation relationships developed between the parties;
  - (b) engaging with each other in the development of visitor and public information published by either party that relates to Ngāti Hinerangi values in land and resources managed under Conservation Legislation, particularly where that information relates to Ngāti Hinerangi sites of significance and aspirations to the land;
  - (c) the Department obtaining from the Governance Entity an assurance that information relating to Ngāti Hinerangi to be contained in a publication of the Department is accurate and appropriate;
  - (d) the Department obtaining the consent of the Governance Entity for the disclosure of information received from the Governance Entity relating to Ngāti Hinerangi values but subject to the Official Information Act 1981 and other relevant Acts; and
  - (e) the Department consulting the Governance Entity before using use of information about Ngāti Hinerangi values for new interpretation panels, signs and other visitor publications.

**13. CONSERVATION ADVOCACY**

- 13.1 From time to time, the Governance Entity and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991 and other legislation. The Department's advocacy role includes matters of concern to it under the Resource Management Act. Areas of common concern include:
- (a) protection of coastal and marine areas;



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- (b) protection and maintenance of wetland areas and reserves;
- (c) management of rivers, streams and waterways; and
- (d) the effects of activities on biodiversity.

13.2 From time to time the parties will seek to identify further issues of likely mutual interest and / or concern for discussion. It is recognised that the Department and the Governance Entity will continue to make separate submissions in any Resource Management Act processes.

**14. CROSS-ORGANISATIONAL OPPORTUNITIES**

14.1 As part of the annual business planning process, the parties will discuss:

- (a) opportunities and processes to share scientific and cultural resource and information, including data and research material (including to assist the Governance Entity to exercise their role under the Deed and as kaitiaki);
- (b) opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the Ngāti Hinerangi Area of Interest. Options may include wānanga, education, training, development, and secondments;
- (c) opportunities to be involved or to nominate individuals to take part in relevant training initiatives run by both parties, including potential opportunities for full time positions, holiday employment or student research projects which may arise within the Ngāti Hinerangi Area of Interest. The Governance Entity may propose candidates for these roles or opportunities; and
- (d) staff changes and key contacts in each organisation.

14.2 Where appropriate, the Department will consider using the Governance Entity individuals or entities as providers of professional services (such as oral history and interpretation projects). Normal conflict of interest processes will be implemented to avoid a perceived or actual conflict of interest.

**15. DISPUTE RESOLUTION**

15.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe to endeavour to find a resolution to the matter.

15.2 If this process is not successful, the matter may be escalated to a meeting of the Department's relevant Director of Partnerships and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.



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**6: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION**

- 15.3 If following the process in clause 15.2 the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator. The costs of mediation are to be split equally between the parties.
- 15.4 If the dispute is not resolved following mediation, and the parties agree that the matter is of such significance that it requires the attention of the Governance Entity and the Minister of Conservation, then that matter will be escalated to a meeting between a nominated representative of the Governance Entity and the Minister (or their nominees). The parties acknowledge this measure will be a means of last resort.

**16. REVIEW AND AMENDMENT**

- 16.1 The parties agree that this Agreement is a living document that should be updated and adapted to take account of future developments and additional co-management opportunities. If requested by either party, the first review of this Agreement will take place no later than three years after the date this Agreement is signed, and if requested by either party will be reviewed every three years thereafter.

**17. TERMS OF AGREEMENT**

- 17.1 This Agreement is entered into pursuant to sections [x] of the [x] Act (the Settlement Legislation) and clause [X] of the Deed of Settlement. The Agreement does not override or limit:
- (a) legislative rights, powers or obligations;
  - (b) the functions, duties, and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department; or
  - (c) the ability of the Crown to introduce legislation and change government policy.
- 17.2 The Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to
- (a) land or any other resource held, managed or administered under the Conservation Legislation;
  - (b) flora or fauna managed or administered under Conservation Legislation; or
  - (c) rights relating to the common marine and coastal areas defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011.
- 17.3 A breach of this Agreement is not a breach of the Deed of Settlement.
- 17.4 If the Crown breaches this Agreement without good cause, the Governance Entity may:
- (a) seek a public law remedy, including judicial review; or



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**6: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION**

- (b) subject to the Crown Proceedings Act 1950, seek to enforce the Relationship Agreement but damages or compensation (with the exception of court costs) may not be awarded.

17.5 Clause 17.4 does not apply to any contract entered into between the Department and the Governance Entity, including any independent contract for service or a concession.

**18. CONSULTATION**

18.1 Where consultation is required under this agreement, the Department will:

- (a) ensure that the Governance Entity is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the consultation;
- (b) provide the Governance Entity with sufficient information and time to make informed comments and / or submissions in relation to any of the matters that are subject of the consultation;
- (c) approach the consultation with an open mind and genuinely consider any views and / or concerns that the Governance Entity may have in relation to any of the matters that are subject to the consultation;
- (d) report back to the Governance Entity on any decision that is made.

**19. DEFINITIONS**

19.1 In this document:

**Conservation Legislation** means the Conservation Act 1987 and the statutes in the First Schedule of the Act;

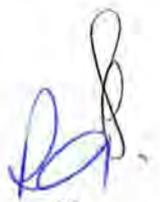
**Crown** has the meaning given to it in section 2(1) of the Public Finance Act 1989;

**Cultural materials** means plants, plant materials, dead protected wildlife or parts thereof for which the Department is responsible within the Ngāti Hinerangi Area of Interest and which are important to Ngāti Hinerangi in maintaining and expressing their cultural values and practices;

**Department** means the Minister of Conservation, the Director-General and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated;

**Governance Entity** means the Te Puāwaitanga o Ngāti Hinerangi Iwi Trust, the Ngāti Hinerangi Post-Settlement Governance Entity;

**Kaitiaki** means guardian in accordance with tikanga Māori;

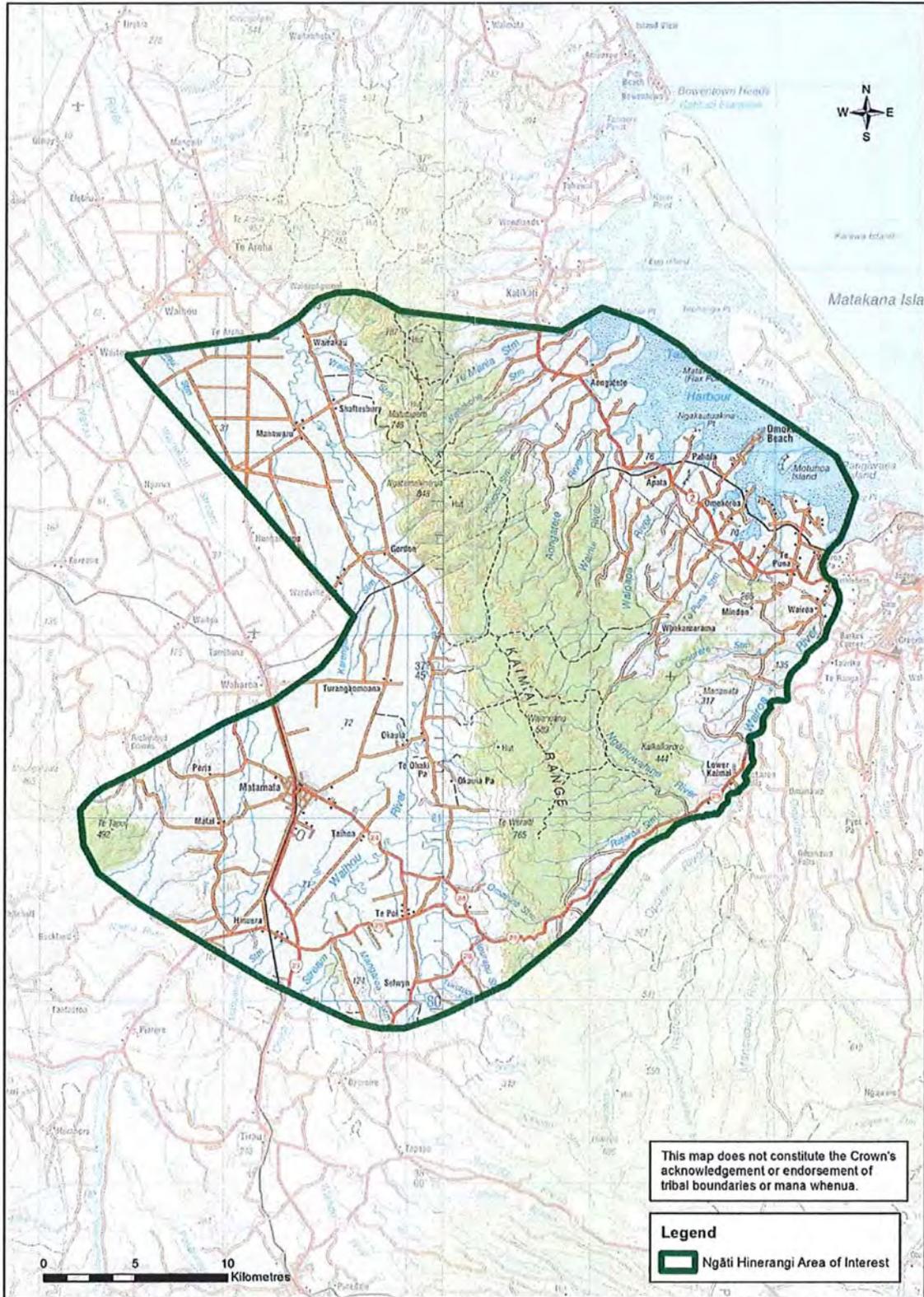




DOCUMENTS

6: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

SCHEDULE 1  
THE NGĀTI HINERANGI AREA OF INTEREST



*[Handwritten signatures]*

**DOCUMENTS**

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**7. RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT**

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**7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT**

**NGĀTI HINERANGI – MINISTRY FOR THE ENVIRONMENT**

**RELATIONSHIP AGREEMENT**

**PURPOSE**

This agreement (the **Relationship Agreement**) formalises the relationship between the Ministry for the Environment (the **Ministry**) and the Te Puāwaitanga o Ngāti Hinerangi Iwi Trust (the **Governance Entity**) and establishes a framework to enable the parties to maintain a positive and enduring working relationship.

**1. NGĀTI HINERANGI VALUES**

1.1 The following protection principles will guide the Ministry to avoid harm to, or the diminishment of Ngāti Hinerangi values related to the area of interest:

1.1.1 protection of wāhi tapu, significant places, traditional materials and resources, flora and fauna, water and the wider environment;

1.1.2 recognition of Ngāti Hinerangi mana, kaitiakitanga, tikanga / kawa over and within the area;

1.1.3 respect for Ngāti Hinerangi tikanga and kaitiakitanga in the area;

1.1.4 encouragement of recognition and respect for the association of Ngāti Hinerangi within the area;

1.1.5 accurate portrayal of the association and kaitiakitanga relationship of Ngāti Hinerangi with the area;

1.1.6 respect for and recognition of the relationship of Ngāti Hinerangi with the wāhi tapu and significant places; and

1.1.7 recognition of the interest of Ngāti Hinerangi in actively protecting indigenous species within the area.

**2. RELATIONSHIP PRINCIPLES**

2.1 In implementing the Relationship Agreement, the Secretary for the Environment (the **Secretary**) and the Governance Entity agree to act consistently with the following relationship principles:

2.1.1 work consistently with Te Tiriti o Waitangi / the Treaty of Waitangi and its principles;

2.1.2 operate a 'no surprises' approach;

2.1.3 work in a spirit of co-operation;



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**7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT**

- 2.1.4 acknowledge that the relationship is evolving, not prescribed;
- 2.1.5 respect the independence of the parties and their individual mandates, roles and responsibilities; and
- 2.1.6 recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise.

**3. SCOPE**

- 3.1 The Relationship Agreement applies to all functions, powers, responsibilities and actions of the Secretary for the Environment that are exercised in relation to managing the use, development and protection of natural and physical resources within, or that affect, the Ngāti Hinerangi Area of Interest as defined in the Ngāti Hinerangi Deed of Settlement.
- 3.2 The Relationship Agreement does not extend to the Secretary's role in appointing officials and statutory officers, and their roles and responsibilities.

**4. COMMUNICATION**

- 4.1 The Ministry will seek to establish and maintain effective and efficient communication with the Governance Entity on a continuing basis through:
  - 4.1.1 relationship meetings held in accordance with clause 5;
  - 4.1.2 maintaining information on the Governance Entity's office holders, their addresses and contact details;
  - 4.1.3 providing a primary Ministry contact for the Governance Entity who will act as a liaison person with other Ministry staff;
  - 4.1.4 providing reasonable opportunities for the Governance Entity to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise; and
  - 4.1.5 informing relevant Ministry staff of the contents of this relationship agreement and their responsibilities and roles under it.

**5. RELATIONSHIP MEETINGS**

- 5.1 The parties agree that senior representatives of the Governance Entity and the Ministry will participate in an annual relationship meeting.
- 5.2 Before each meeting under clause 5.1, representatives of the Governance Entity and the Ministry will agree administrative arrangements for the meeting.
- 5.3 The agenda for each meeting will be agreed between the parties no later than ten working days before the meeting. Standard agenda items could include:



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**7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT**

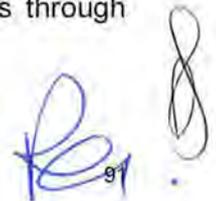
- 5.3.1 any legislative or policy developments of interest to Ngāti Hinerangi, including but not limited to reform of the Resource Management Act 1991 ("**RMA**"), freshwater issues, geothermal management, renewable energy, climate change, the Emissions Trading Scheme, and development of new resource management tools (in particular, national policy statements and national environmental standards);
  - 5.3.2 a discussion on the management of the waterways within the Ngāti Hinerangi Area of Interest, including Ngāti Hinerangi exercise of kaitiakitanga and their participation in resource and freshwater management planning processes;
  - 5.3.3 local authority performance in the Ngāti Hinerangi Area of Interest in implementing Te Tiriti o Waitangi / the Treaty of Waitangi provisions in the RMA consistent with clause 6 below; and
  - 5.3.4 any other matters of mutual interest.
- 5.4 Each party will meet the costs and expenses of its representatives attending relationship meetings.
  - 5.5 The first relationship meeting will take place within 3 months of a written request by the Governance Entity.
  - 5.6 Other meetings may be held from time to time between Ministry staff and the Governance Entity as agreed.

**6. IWI MANAGEMENT PLAN**

- 6.1 Should Ngāti Hinerangi wish to develop an iwi management plan in relation to the rohe of Ngāti Hinerangi, the Ministry will support its development through providing advice, information and review upon request.
- 6.2 Support provided by the Ministry will be technical in nature, and does not include financial support.

**7. LOCAL GOVERNMENT PERFORMANCE**

- 7.1 The Minister for the Environment (the "**Minister**") has the function of monitoring the effect and implementation of the RMA (refer section 24). The Minister also has the power to require local authorities (and others) to supply information about the exercise of their functions, powers, or duties (refer section 27).
- 7.2 The way in which these functions and powers are exercised varies from time to time. At the date of execution of the Relationship Agreement, the Ministry, on behalf of the Minister, surveys all New Zealand local authorities every two years about their processes under the RMA. The survey includes questions relating to Māori participation.
- 7.3 The Ministry also separately collects information on environmental outcomes through state of the environment monitoring.



**DOCUMENTS**

**7: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT**

7.4 Before each relationship meeting held under clause 5, the Ministry will provide the Governance Entity with:

7.4.1 the most recent published information from any such survey; and

7.4.2 details of any current or completed state of the environment monitoring; as it relates to the Ngāti Hinerangi Area of Interest and, subject to any constraints on information sharing, including under the Official Information Act 1982 ("OIA") and Privacy Act 1993.

**8. DISPUTE RESOLUTION PROCESS**

8.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at the primary contact level within a reasonable timeframe to endeavour to find a resolution to the matter.

8.2 If this process is not successful, the matter may be escalated to a meeting between the Ministry for the Environment's Tumuaki and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.

**9. OFFICIAL INFORMATION**

9.1 The Ministry is subject to the requirements of the OIA.

9.2 The Ministry and the Minister may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes).

9.3 The Minister will notify Ngāti Hinerangi and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Ngāti Hinerangi wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

**10. AMENDMENT**

10.1 The parties agree in writing to vary or terminate the provisions of this Relationship Agreement.



**DOCUMENTS**

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**8. MINISTRY FOR PRIMARY INDUSTRIES  
LETTER OF RECOGNITION**

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**DOCUMENTS**

**8: MINISTRY FOR PRIMARY INDUSTRIES LETTER OF RECOGNITION**

[Date]

[Name]

Chair

Te Puāwaitanga o Ngāti Hinerangi Iwi Trust

PO Box 20

MATAMATA 3400

Tēnā koe [Name of Chair]

**NGĀTI HINERANGI LETTER OF RECOGNITION**

Please accept my congratulations on the passing of the Ngāti Hinerangi Claims Settlement Act 20xx. In accordance with the requirements of this legislation, and the Deed of Settlement concluded between the Crown and Ngāti Hinerangi, the Ministry for Primary Industries (the Ministry) now extends to you this Letter of Recognition.

First, this letter sets out how the Ministry and Ngāti Hinerangi will work constructively together, in partnership, to fully implement the Crown's customary fisheries obligations. These obligations arise from the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 and the Fisheries Act 1996 (the Fisheries Act) and the Deed of Settlement signed between the Crown and Ngāti Hinerangi on [date].

Second, this letter sets out how Ngāti Hinerangi will be consulted on policy development and work that is led by the Ministry where these activities directly affect Ngāti Hinerangi's Area of Interest.

**Tangata whenua input and participation**

The Fisheries Act provides for the input and participation of tangata whenua in certain sustainability matters and decisions that concern fish stocks, and the effects of fishing on the aquatic environment. The Fisheries Act also provides that the responsible Minister, the Minister for Primary Industries, must have particular regard to kaitiakitanga when making decisions on those matters.

**Recognition of Ngāti Hinerangi as tangata whenua**

The Ministry recognises Ngāti Hinerangi as tangata whenua, being iwi or hapū, within their Area of Interest. The Ministry acknowledges that Ngāti Hinerangi has an interest in the sustainable utilisation of all species of fish, aquatic life, and seaweed, administered under the Fisheries Act, within their Area of Interest.

**DOCUMENTS**

**8: MINISTRY FOR PRIMARY INDUSTRIES LETTER OF RECOGNITION**

The Ministry also acknowledges that Ngāti Hinerangi have a customary non-commercial interest in all species of fish, aquatic life and seaweed, administered under the Fisheries Act, within their Area of Interest.

**National Fisheries Plans**

The management of New Zealand's fisheries is guided by National Fisheries Plans that describe the objectives the Ministry will work towards to manage fisheries. To provide for effective input and participation of tangata whenua into fisheries management decisions, the Ministry has developed the Forum Fisheries Plans (FFP) strategy.

A central element of this strategy is the establishment of integrated Fisheries Management Area forums and the development of FFPs. This will help iwi bring together their commercial, non-commercial, and other fisheries goals at a forum level.

**Ngāti Hinerangi involvement in Iwi Fisheries Plans and National Fisheries Plans**

The Ministry will ensure that the Ngāti Hinerangi Post-Settlement Governance Entity – Te Puāwaitanga o Ngāti Hinerangi Iwi Trust (the Trust) has an opportunity to contribute to the development of an Iwi Fisheries Plan and FFP. The Ministry, within the resources available, may assist the Trust in developing these plans. This will ensure that the Trust's fisheries management objectives and priorities are given visibility and appropriate consideration in the development of any relevant FFP.

The Ministry will ensure that the Trust has an opportunity to participate in, and contribute to, any future engagement process which may be developed at a regional level or national level. The Ministry will provide for processes that allow for the input and participation of tangata whenua, within the Ngāti Hinerangi Area of Interest.

**Support for implementation of non-commercial customary fisheries regulations**

The Ministry, within the resources available, will also provide the Trust with information to enable the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within their Area of Interest. The Ministry can discuss with the Trust the process for implementing the Fisheries (Kaimoana Customary Fishing) Regulations.

**Rāhui**

The Ministry recognises that rāhui is a traditional use and management practice of Ngāti Hinerangi and may be put in place, within the Area of Interest, by the Trust.

The Ministry and Ngāti Hinerangi acknowledge that a traditional rāhui placed by the Trust over their customary fisheries has no force in law, cannot be enforced by the Ministry and that adherence to any rāhui is a matter of voluntary choice. Ngāti Hinerangi undertakes to inform the Ministry of the placing and the lifting of a rāhui by the Trust over their customary fisheries, and also the reasons for the rāhui.

**DOCUMENTS**

**8: MINISTRY FOR PRIMARY INDUSTRIES LETTER OF RECOGNITION**

The Ministry undertakes, within its resource capabilities, to inform a representative of any fishery stakeholder group that fishes in the area to which the rāhui has been applied (to the extent that such groups exist) of the placing and the lifting of a rāhui by the Trust over their customary fisheries.

**Primary industries portfolio advice**

Protecting and helping the primary sectors grow is a key role for the Ministry. Where the Area of Interest is directly affected by the development of policies and operational processes that are led by the Ministry in the area of fisheries and aquaculture; agriculture and forestry; and biosecurity, the Ministry will consult with the Trust as representatives of the Ngāti Hinerangi.

The Ministry looks forward to working with Ngāti Hinerangi to provide for the sustainable utilisation of fisheries resources and working with Ngāti Hinerangi on the development of policy and operational matters that the Ministry leads that may directly impact upon them in their rohe.

Yours sincerely

Ray Smith  
Director-General

**DOCUMENTS**

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**9. LETTERS OF INTRODUCTION**

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**DOCUMENTS**

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**9.1 LETTER OF INTRODUCTION – CROWN AND NON-CROWN ORGANISATIONS**

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DOCUMENTS

9.1: LETTER OF INTRODUCTION – CROWN AND NON-CROWN ORGANISATIONS

Name  
Title (if any)  
Organisation (if any)  
Postal Address  
Suburb (if any)  
CITY include postcode

**By email:** (if any)

Tēnā koe / Tēnā kōrua / Tēnā koutou

**Ngāti Hinerangi – Letter of Introduction**

On **[date]** the Crown signed a deed of settlement with Ngāti Hinerangi for the settlement of their historical Treaty of Waitangi claims. The deed of settlement can be viewed on the Office of Treaty Settlements website at <https://www.govt.nz/organisations/office-of-treaty-settlements/>.

The Ngāti Hinerangi settlement, as set out in the deed of settlement, comprises financial, commercial and cultural redress to remedy the grievances which Ngāti Hinerangi have suffered as a result of Crown acts or omissions which breached the Treaty of Waitangi and its principles.

In the deed of settlement, the Crown agreed to write letters encouraging a co-operative relationship between Ngāti Hinerangi and **[agency name]**. Accordingly, I am writing to introduce you to the Ngāti Hinerangi post-settlement governance entity, Te Puāwaitanga o Ngāti Hinerangi Iwi Trust, to encourage **[agency name]** to contact them to foster a co-operative relationship and discuss matters of common interest.

Ngāti Hinerangi trace their descent from the tupuna (ancestor) Kōperu. Ngāti Hinerangi marae include, Te Ōhākī, Hinerangi Tāwhaki, Tangata, and Tamapango, which are located at Ōkauia on the outskirts of Matamata. The rohe (area of interest) of Ngāti Hinerangi extends from Matamata to the Tauranga Moana area, as shown in the attached map.

Commercial redress for Ngāti Hinerangi includes the opportunity to purchase various commercial properties including the Crown's interest in a portion of the Waihou Crown Forest Licensed land, Manawaru School and the Matamata Police Station. Ngāti Hinerangi will also have a right of first refusal over Crown properties within their rohe.

Cultural redress includes redress instruments over significant sites and areas to Ngāti Hinerangi including their principal maunga, Te Weraiti, their ancestral river, the Waihou, as well as sites in the Kaimai Range.

Te Puāwaitanga o Ngāti Hinerangi Iwi Trust wishes to establish a good working relationship with **[agency name]**. I hope this letter of introduction will provide a strong basis from which **[agency name]** and Te Puāwaitanga o Ngāti Hinerangi Iwi Trust can form an effective and durable relationship.



**DOCUMENTS**

**9.1: LETTER OF INTRODUCTION – CROWN AND NON-CROWN ORGANISATIONS**

The contact details for Te Puāwaitanga o Ngāti Hinerangi Iwi Trust are:

Phil Smith  
Chair  
Te Puāwaitanga o Ngāti Hinerangi Iwi Trust  
PO Box 20  
MATAMATA 3400  
Email: [info.ngatihinerangiwi@gmail.com](mailto:info.ngatihinerangiwi@gmail.com)

If you have any questions please feel free to contact Trina.Dyall at the Office of Treaty Settlements on 04 494 9871 or by email at [trina.dyall@justice.govt.nz](mailto:trina.dyall@justice.govt.nz).

Nāku noa, nā

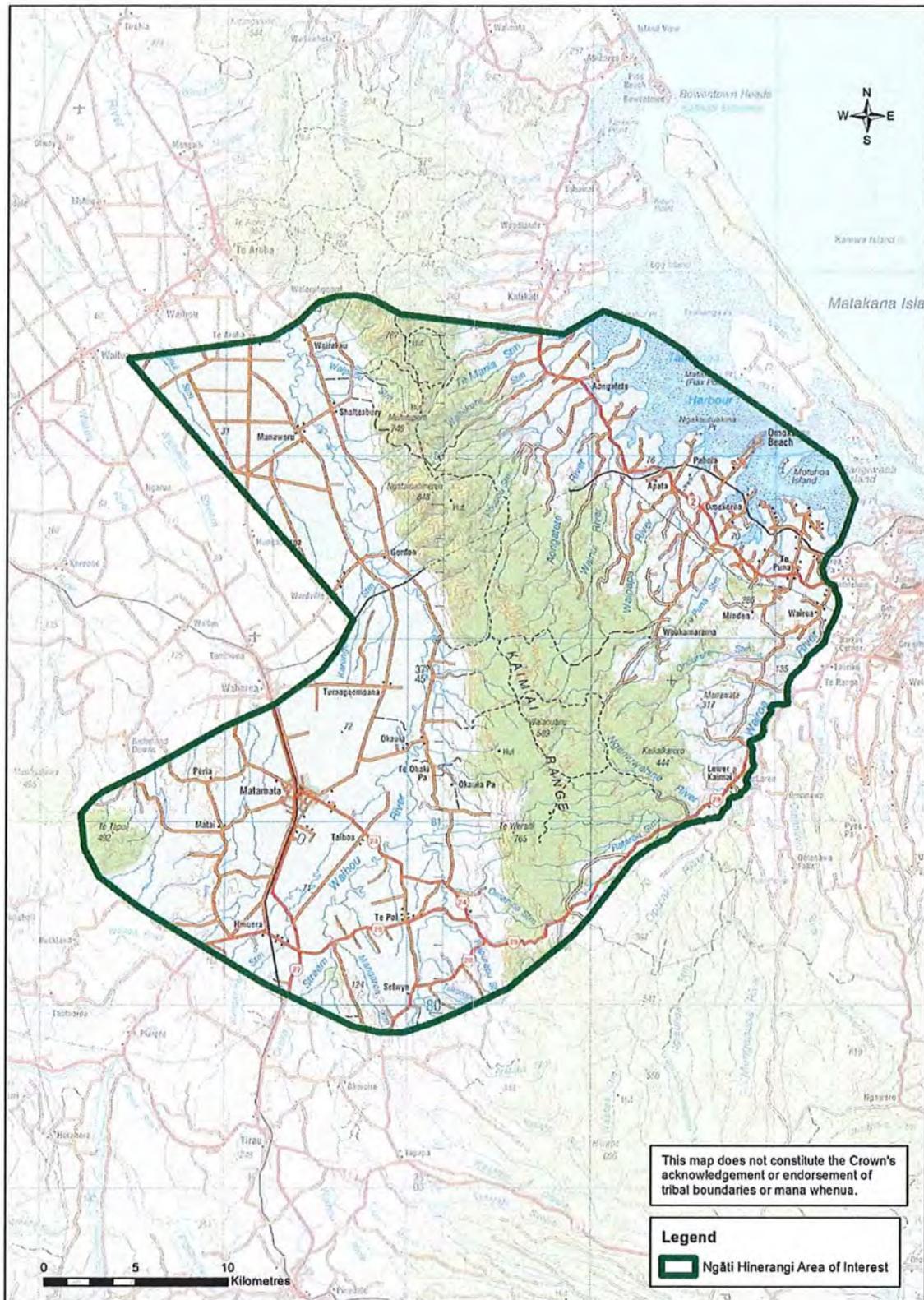
Lil Anderson  
**Director, Office of Treaty Settlements**

cc: First copy-to name (*include postal address or email except for other Ministers*)  
Second copy-to name (*include postal address or email except for other Ministers*)

DOCUMENTS

9.1: LETTER OF INTRODUCTION – CROWN AND NON-CROWN ORGANISATIONS

Ngāti Hinerangi area of interest



**DOCUMENTS**

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**9.2 LETTER OF INTRODUCTION – DEPARTMENT OF  
INTERNAL AFFAIRS**

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DOCUMENTS

9.2: LETTER OF INTRODUCTION – DEPARTMENT OF INTERNAL AFFAIRS



PART OF THE MINISTRY OF JUSTICE

Office of Treaty Settlements  
Justice Centre | 19 Aitken Street | DX SX10111 |  
Wellington  
T 04 494 9800 | F 04 494 9801  
www.ots.govt.nz

[Date]

Paul James  
Chief Executive  
Department of Internal Affairs  
Te Tari Taiwhenua  
PO Box 805  
WELLINGTON 6140

Tēnā koe

**Ngāti Hinerangi: Letter of Introduction**

On [date] the Crown signed a deed of settlement with Ngāti Hinerangi to settle their historical Treaty of Waitangi claims. The deed of settlement can be viewed on the Office of Treaty Settlements website at <https://www.govt.nz/organisations/office-of-treaty-settlements/>.

The Ngāti Hinerangi settlement, as set out in the deed of settlement, comprises financial, commercial and cultural redress to remedy the grievances which Ngāti Hinerangi have suffered as a result of Crown acts or omissions which breached the Treaty of Waitangi and its principles.

In the deed of settlement, the Crown agreed to write letters encouraging a co-operative relationship between Ngāti Hinerangi and the Department of Internal Affairs. Accordingly, I am writing to introduce you to the Ngāti Hinerangi post-settlement governance entity, Te Puāwaitanga o Ngāti Hinerangi Iwi Trust, to encourage the Department of Internal Affairs to contact them to foster a co-operative relationship and discuss matters of common interest.

Ngāti Hinerangi trace their descent from the tupuna (ancestor) Kōperu. Ngāti Hinerangi marae include Te Ōhākī, Hinerangi Tāwhaki, Tangata, and Tamapango, which are located at Ōkauia on the outskirts of Matamata. The rohe (area of interest) of Ngāti Hinerangi extends from Matamata to the Tauranga Moana area, as shown in the attached map.

Commercial redress for Ngāti Hinerangi includes the opportunity to purchase various commercial properties, such as the Crown's interest in a portion of the Waihou Crown Forest Licensed land, Manawaru School and the Matamata Police Station. Ngāti Hinerangi will also have a right of first refusal over Crown properties within their rohe.

Cultural redress includes redress instruments over significant sites and areas to Ngāti Hinerangi including their principal maunga, Te Weraiti, their ancestral river, the Waihou, as well as sites in the Kaimai Range.

**DOCUMENTS**

**9.2: LETTER OF INTRODUCTION – DEPARTMENT OF INTERNAL AFFAIRS**

Te Puāwaitanga o Ngāti Hinerangi Iwi Trust wishes to establish a good working relationship with the Department of Internal Affairs, particularly Archives New Zealand, in developing an understanding of the resources it holds, and how this can benefit Ngāti Hinerangi. I hope this letter of introduction will provide a strong basis from which the Department of Internal Affairs and Te Puāwaitanga o Ngāti Hinerangi Iwi Trust can form an effective and durable relationship.

The contact details for Te Puāwaitanga o Ngāti Hinerangi Iwi Trust are:

Phil Smith  
Chair  
Te Puāwaitanga o Ngāti Hinerangi Iwi Trust  
PO Box 20  
MATAMATA 3400  
Email: [info.ngatihinerangiwi@gmail.com](mailto:info.ngatihinerangiwi@gmail.com)

If you have any questions please feel free to contact Trina.Dyall at the Office of Treaty Settlements on 04 494 9871 or by email at [trina.dyall@justice.govt.nz](mailto:trina.dyall@justice.govt.nz).

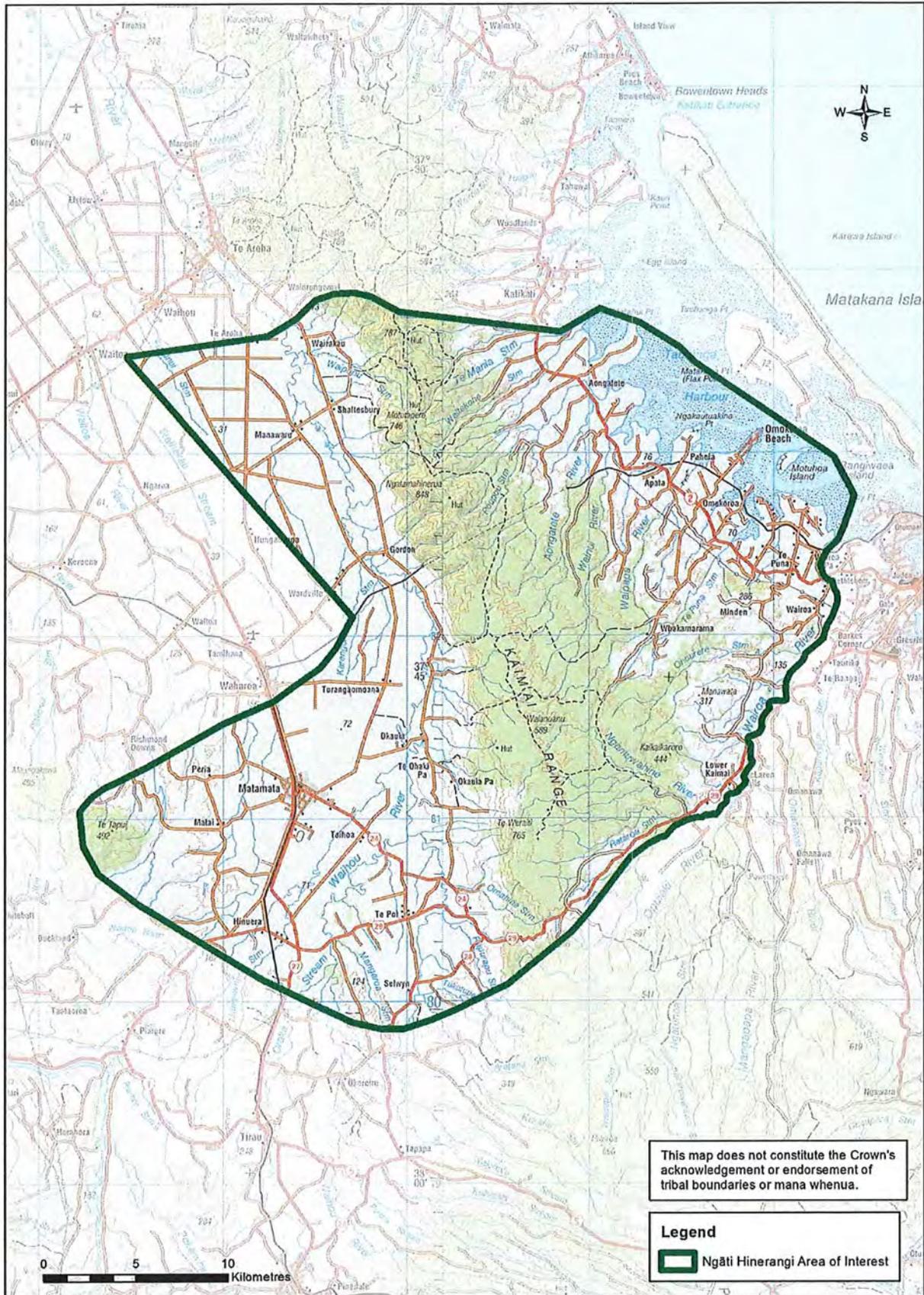
Nāku noa, nā

Lil Anderson  
**Director, Office of Treaty Settlements**



9.2: LETTER OF INTRODUCTION – DEPARTMENT OF INTERNAL AFFAIRS

Ngāti Hinerangi area of interest



**DOCUMENTS**

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**9.3 LETTER OF INTRODUCTION – HOUSING NEW ZEALAND**

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DOCUMENTS

9.3: LETTER OF INTRODUCTION – HOUSING NEW ZEALAND

[Date]

The Chief Executive  
Housing New Zealand  
National Office  
PO Box 2628  
WELLINGTON 6140

Tēnā koe

**Ngāti Hinerangi – Letter of Introduction**

On **[insert date]** the Crown signed a deed of settlement with Ngāti Hinerangi for the settlement of their historical Treaty of Waitangi claims. The deed of settlement can be viewed on the Office of Treaty Settlements website at <https://www.govt.nz/organisations/office-of-treaty-settlements/>.

The Ngāti Hinerangi settlement, as set out in the deed of settlement, comprises financial, commercial and cultural redress to remedy historical grievances which Ngāti Hinerangi have suffered as a result of Crown acts or omissions which breached the Treaty of Waitangi and its principles.

In the deed of settlement, the Crown agreed to write letters encouraging a co-operative relationship between Ngāti Hinerangi and Housing New Zealand. Accordingly, I am writing to introduce you to the Ngāti Hinerangi post-settlement governance entity, Te Puāwaitanga o Ngāti Hinerangi Iwi Trust, to encourage Housing New Zealand to contact them to foster a co-operative relationship and discuss matters of common interest.

Ngāti Hinerangi trace their descent from the tupuna (ancestor) Kōperu. Ngāti Hinerangi marae include Te Ōhākī, Hinerangi Tāwhaki, Tangata, and Tamapango, which are located at Ōkauia on the outskirts of Matamata. The rohe (area of interest) of Ngāti Hinerangi extends from Matamata to the Tauranga Moana area, as shown in the attached map.

Commercial redress for Ngāti Hinerangi includes the opportunity to purchase various commercial properties, such as the Crown's interest in a portion of the Waihou Crown Forest Licensed land, Manawaru School and the Matamata Police Station. Ngāti Hinerangi will also have a right of first refusal over Crown properties within their rohe.

Cultural redress includes redress instruments over significant sites and areas to Ngāti Hinerangi including their principal maunga, Te Weraiti, their ancestral river, the Waihou, as well as sites in the Kaimai Range.



**DOCUMENTS**

**9.3: LETTER OF INTRODUCTION – HOUSING NEW ZEALAND**

Te Puāwaitanga o Ngāti Hinerangi Iwi Trust wishes to establish a good working relationship with Housing New Zealand to ensure that rights of first refusal are managed well. I hope this letter of introduction will provide a strong basis from which you and Te Puāwaitanga o Ngāti Hinerangi Iwi Trust can form an effective and durable relationship.

The contact details for Te Puāwaitanga o Ngāti Hinerangi Iwi Trust are:

Phil Smith,  
Chair  
Te Puāwaitanga o Ngāti Hinerangi Iwi Trust  
PO Box 20  
MATAMATA 3400  
Email: [info.ngatihinerangiwi@gmail.com](mailto:info.ngatihinerangiwi@gmail.com)

If you have any questions please feel free to contact Trina.Dyall at the Office of Treaty Settlements on 04 494 9871 or by email at [trina.dyall@justice.govt.nz](mailto:trina.dyall@justice.govt.nz).

Nāku noa, nā

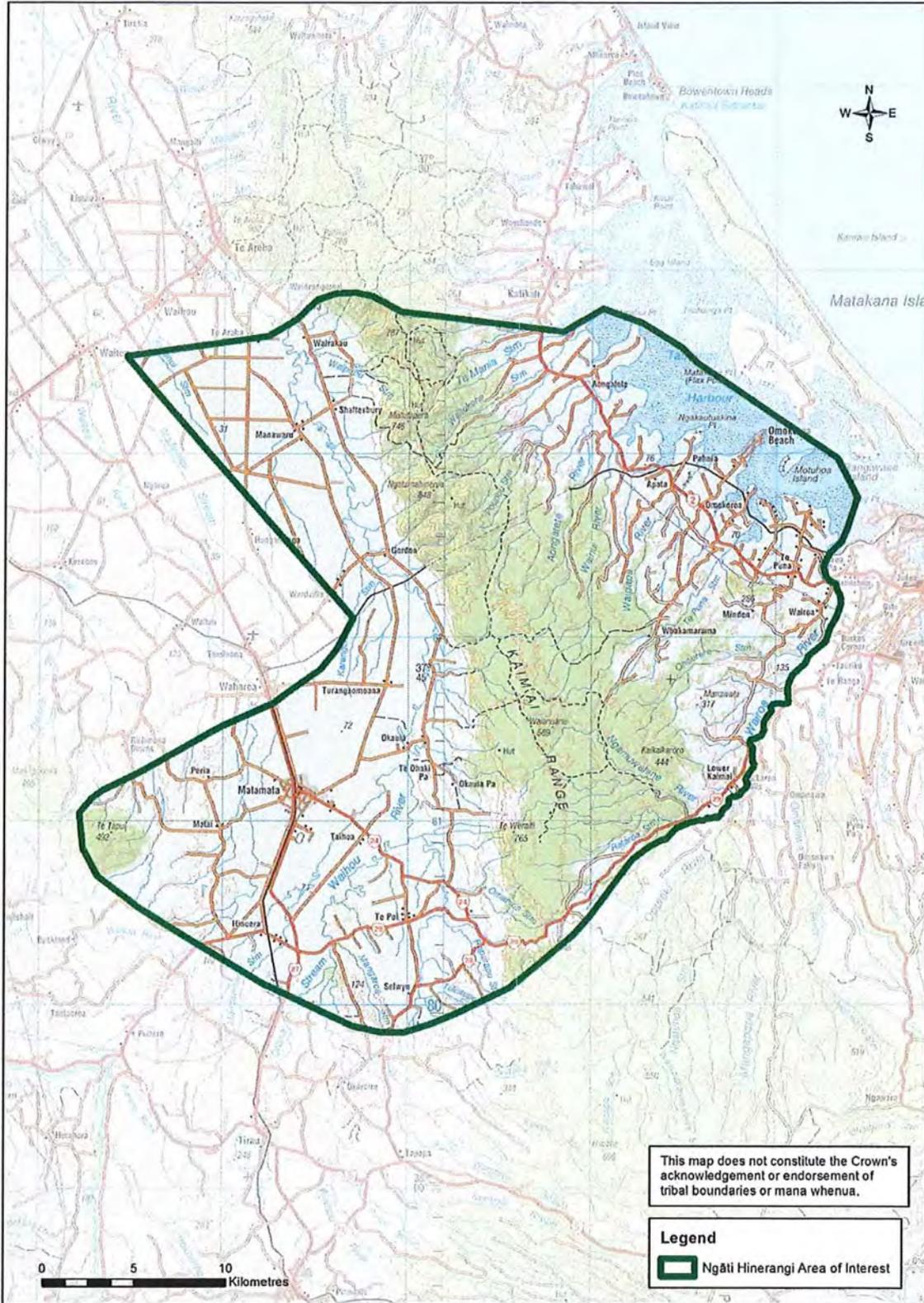
Lil Anderson  
**Director, Office of Treaty Settlements**



DOCUMENTS

9.3: LETTER OF INTRODUCTION – HOUSING NEW ZEALAND

Ngāti Hinerangi area of interest



**DOCUMENTS**

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**9.4 LETTER OF INTRODUCTION – KIWIRAIL**

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DOCUMENTS

9.4: LETTER OF INTRODUCTION - KIWIRAIL



Office of Treaty Settlements  
Justice Centre | 19 Aitken Street | DX 581011 | Wellington  
T 04 494 9800 | F 04 494 9800  
www.otb.govt.nz

30 October 2017

Stephanie Campbell  
Manager Property Strategy and Investment  
KiwiRail  
PO Box 593  
WELLINGTON 6140

*By email: Stephanie.Campbell@kiwirail.co.nz*

Tēnā koe Stephanie

**Crown and Ngāti Hinerangi Treaty Settlement – relationship with KiwiRail**

I am responding to your email of 31 August 2017 requesting a formal letter of introduction to Ngāti Hinerangi. I am the Chief Crown Negotiator for the Ngāti Hinerangi negotiations. I advise KiwiRail of the pending Treaty settlement with Ngāti Hinerangi and would like to introduce the Ngāti Hinerangi Trust (NHT), the entity mandated for historical Treaty of Waitangi Negotiations with the Crown.

I am aware you have already met with Ngāti Hinerangi. I encourage you to continue engaging with Ngāti Hinerangi to enable KiwiRail to better understand how NHT fits into your service area.

*Ngāti Hinerangi*

The people of Ngāti Hinerangi descend from the tupuna (ancestor) Kōperu. Ngāti Hinerangi marae include, Te Ōhākī, Hinerangi Tāwhaki, Tangata, and Tamapango, which are located at Ōkaia on the outskirts of Matamata. The rohe (area of interest) of Ngāti Hinerangi extends from Matamata to the Tauranga Moana area, as shown in the attached map.

*Settlement of historical claims*

The Crown is working to finalise and initial a deed of settlement (Deed) with Ngāti Hinerangi for the settlement of their historical Treaty of Waitangi claims in 2018. The Deed will be conditional on settlement legislation (to be introduced into the House of Representatives following signing of the Deed). A post-settlement governance entity will then become the main contact for Ngāti Hinerangi.

The key contact person for NHT is Phillip Smith, Chairperson, who may be reached at phil.smith55@xtra.co.nz. The postal address is set out below:

**DOCUMENTS**

**9.4: LETTER OF INTRODUCTION - KIWIRAIL**

Ngāti Hinerangi Trust (NHT)  
PO Box 20  
Matamata 3400

I wish you well with your future relationship with Ngāti Hinerangi Trust and the post settlement governance entity once it is established.

Nāku noa, nā



James Willis  
Chief Crown Negotiator

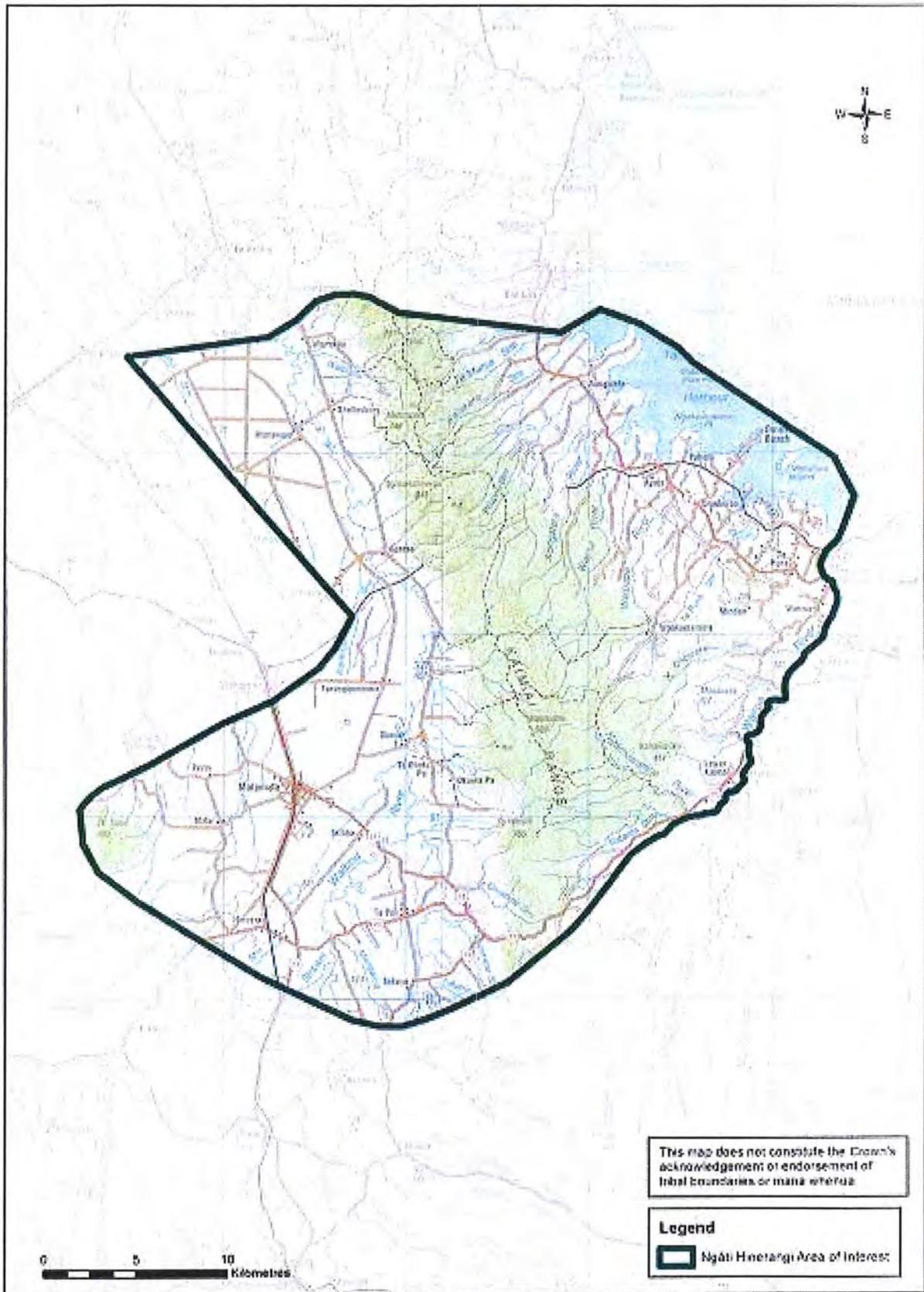
Encl: Ngāti Hinerangi area of interest map



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9.4: LETTER OF INTRODUCTION - KIWIRAIL

Ngāti Hinerangi area of interest



**DOCUMENTS**

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**9.5 LETTER OF INTRODUCTION – MINISTER OF INTERNAL AFFAIRS**

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DOCUMENTS

9.5: LETTER OF INTRODUCTION – MINISTER OF INTERNAL AFFAIRS

[Date]

Hon Tracey Martin  
Minister of Internal Affairs  
Private Bag 18888  
Parliament Buildings  
WELLINGTON 6160

By email: [tracey.martin@parliament.govt.nz](mailto:tracey.martin@parliament.govt.nz)

Tēnā koe

**Ngāti Hinerangi – Letter of Introduction**

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In the deed of settlement, the Crown agreed to write letters encouraging a co-operative relationship between Ngāti Hinerangi and the Minister of Internal Affairs. Accordingly, I am writing to introduce you to the Ngāti Hinerangi post-settlement governance entity, Te Puāwaitanga o Ngāti Hinerangi Iwi Trust, to encourage you to contact Ngāti Hinerangi to foster a co-operative relationship and discuss matters of common interest.

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Cultural redress includes redress instruments over significant sites and areas to Ngāti Hinerangi including their principal maunga, Te Weraiti, their ancestral river, the Waihou, as well as sites in the Kaimai Range.



**DOCUMENTS**

**9.5: LETTER OF INTRODUCTION – MINISTER OF INTERNAL AFFAIRS**

Te Puāwaitanga o Ngāti Hinerangi Iwi Trust wishes to develop a relationship with you and the Department of Internal Affairs, in particular Archives New Zealand, that will identify areas and projects of common interest and mutual benefit. I hope this letter of introduction will provide a strong basis from which you and Ngāti Hinerangi can form an effective and durable relationship.

The contact details for the Te Puāwaitanga o Ngāti Hinerangi Iwi Trust are:

Phil Smith  
Chair  
Te Puāwaitanga o Ngāti Hinerangi Iwi Trust  
PO Box 20  
MATAMATA 3400  
Email: [phil.smith55@xtra.co.nz](mailto:phil.smith55@xtra.co.nz).

If you have any questions please feel free to contact Trina.Dyall at the Office of Treaty Settlements on 04 494 9871 or by email at [trina.dyall@justice.govt.nz](mailto:trina.dyall@justice.govt.nz).

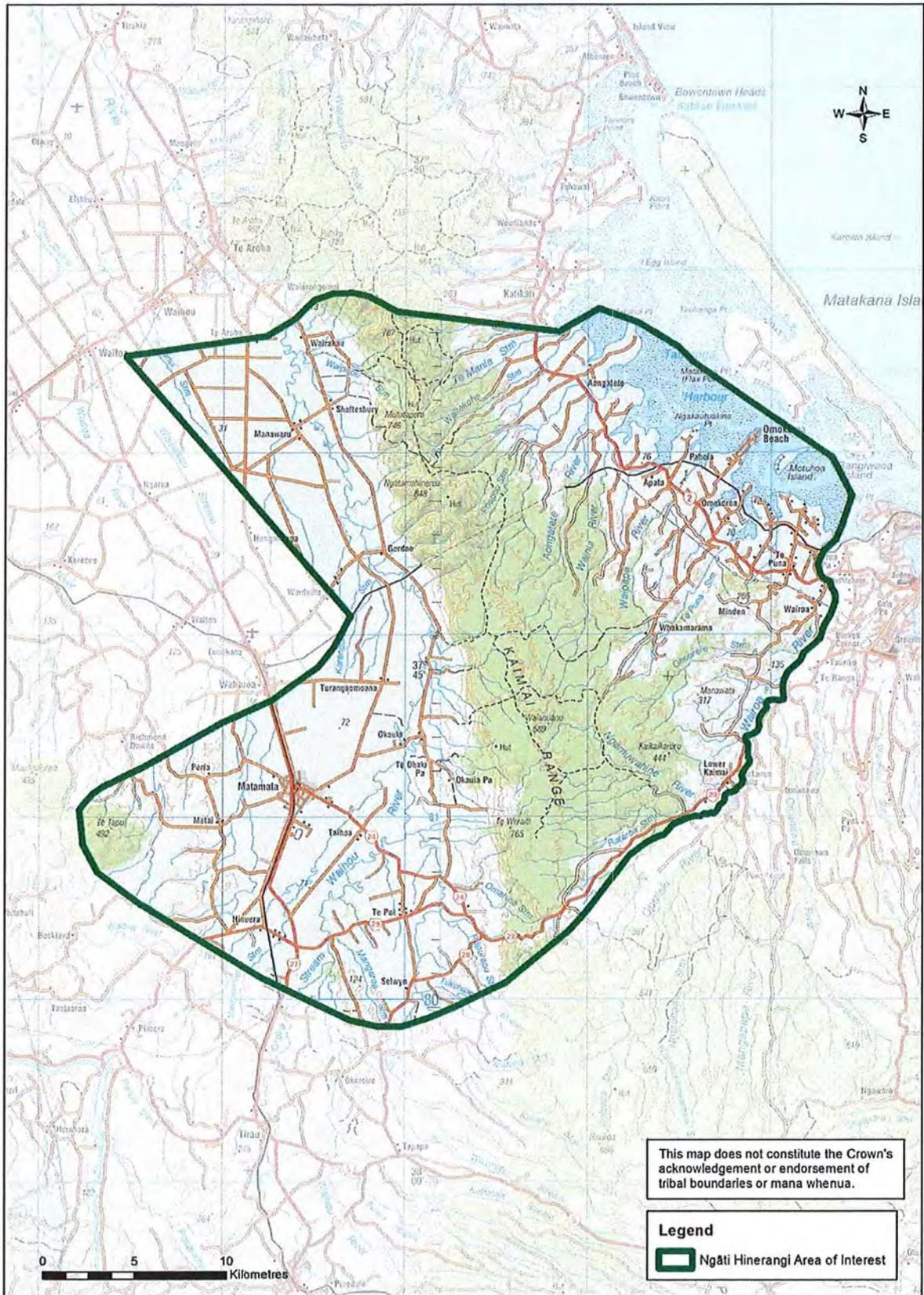
Nāku noa, nā

Hon Andrew Little  
**Minister for Treaty of Waitangi Negotiations**

DOCUMENTS

9.5: LETTER OF INTRODUCTION – MINISTER OF INTERNAL AFFAIRS

Ngāti Hinerangi area of interest



**DOCUMENTS**

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**9.6 LETTER OF INTRODUCTION – MUSEUMS**

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DOCUMENTS

9.6: LETTER OF INTRODUCTION – MUSEUMS

[Date]

Name

Title *(if any)*

Organisation *(if any)*

Postal Address

Suburb *(if any)*

**CITY** *include postcode*

**By email:** *(if any)*

Tēnā koe / Tēnā kōrua / Tēnā koutou

**Ngāti Hinerangi – Letter of Introduction**

On **[date]** the Crown signed a deed of settlement with Ngāti Hinerangi for the settlement of their historical Treaty of Waitangi claims. The deed of settlement can be viewed on the Office of Treaty Settlements website at <https://www.govt.nz/organisations/office-of-treaty-settlements/>.

The Ngāti Hinerangi settlement, as set out in the deed of settlement, comprises financial, commercial and cultural redress to remedy the grievances which Ngāti Hinerangi have suffered as a result of Crown acts or omissions which breached the Treaty of Waitangi and its principles.

In the deed of settlement, the Crown agreed to write letters encouraging a co-operative relationship between Ngāti Hinerangi and **[museum name]**. Accordingly, I am writing to introduce you to the Ngāti Hinerangi post-settlement governance entity, Te Puāwaitanga o Ngāti Hinerangi Iwi Trust, to encourage **[museum name]** to contact them to foster a co-operative relationship and discuss matters of common interest.

Ngāti Hinerangi trace their descent from the tupuna (ancestor) Kōperu. Ngāti Hinerangi marae include, Te Ōhākī, Hinerangi Tāwhaki, Tangata, and Tamapango, which are located at Ōkauia on the outskirts of Matamata. The rohe (area of interest) of Ngāti Hinerangi extends from Matamata to the Tauranga Moana area, as shown in the attached map.

Commercial redress for Ngāti Hinerangi includes the opportunity to purchase various commercial properties including the Crown's interest in a portion of the Waihou Crown Forest Licensed land, Manawaru School and the Matamata Police Station. Ngāti Hinerangi will also have a right of first refusal over Crown properties within their rohe.



**DOCUMENTS**

**9.6: LETTER OF INTRODUCTION – MUSEUMS**

Cultural redress includes redress instruments over significant sites and areas to Ngāti Hinerangi including their principal maunga, Te Weraiti, their ancestral river, the Waihou, as well as sites in the Kaimai Range.

Te Puāwaitanga o Ngāti Hinerangi Iwi Trust wishes to establish a good working relationship with **[museum name]**. I hope this letter of introduction will provide a strong basis from which you and Te Puāwaitanga o Ngāti Hinerangi Iwi Trust can form an effective and durable relationship.

The contact details for Te Puāwaitanga o Ngāti Hinerangi Iwi Trust are:

Phil Smith  
Chair  
Te Puāwaitanga o Ngāti Hinerangi Iwi Trust  
PO Box 20  
MATAMATA 3400  
Email: [info.ngatihinerangiwi@gmail.com](mailto:info.ngatihinerangiwi@gmail.com)

If you have any questions please feel free to contact Trina Dyall at the Office of Treaty Settlements on 04 494 9871 or by email at [trina.dyall@justice.govt.nz](mailto:trina.dyall@justice.govt.nz).

Nāku noa, nā

Lil Anderson  
**Director, Office of Treaty Settlements**

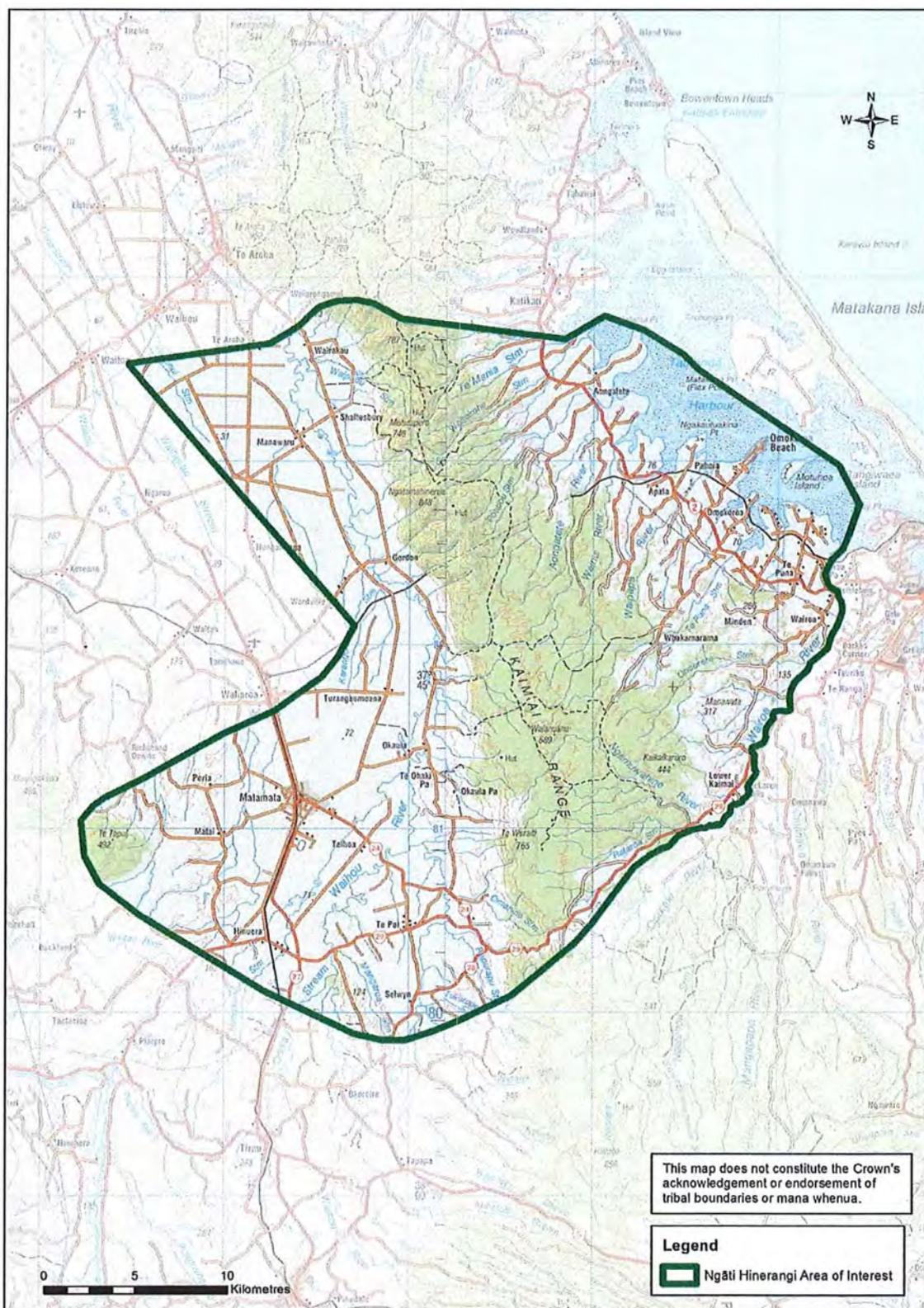
cc: First copy-to name *(include postal address or email except for other Ministers)*  
Second copy-to name *(include postal address or email except for other Ministers)*



DOCUMENTS

9.6: LETTER OF INTRODUCTION – MUSEUMS

Ngāti Hinerangi area of interest



*Handwritten signature*

**DOCUMENTS**

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**10. ENCUMBRANCES**

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***[Note: The Land Transfer Act 2017 is now in force. The easement documents will need to be updated between initialling and signing to reflect this.]***

*WPS* 

**DOCUMENTS**

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**10.1 RIGHT OF WAY EASEMENT FOR TE ARA O MAURIHORO  
(WEST) PROPERTY**

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**DOCUMENTS**

**10.1: RIGHT OF WAY EASEMENT FOR TE ARA O MAURIHORO (WEST) PROPERTY**

**Easement instrument to grant easement or *profit à prendre*, or create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

[the trustees of the Te Puāwaitanga o Ngāti Hinerangi Iwi Trust]

Grantee

Matamata-Piako District Council

**Grant of Easement or *Profit à prendre* or Creation of Covenant**

**The Grantor** being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	[The area marked red on Deed Plan OTS-135-06 (subject to survey)]	[Section [ ] SO[ ] (formerly part Section 20 Block III Wairere Survey District (subject to survey)]	In Gross



**DOCUMENTS**

**10.1: RIGHT OF WAY EASEMENT FOR TE ARA O MAURIHORO (WEST) PROPERTY**

**Easements or profits à prendre rights and powers (including terms, covenants and conditions)**

Delete phrases in [ ] and insert memorandum number as required;  
continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby **varied and [negatived] added to or [substituted]** by:

[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]

the provisions set out in Annexure Schedule 1

**Covenant provisions**

Delete phrases in [ ] and insert Memorandum number as require;  
continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule \_\_\_\_\_]

**DOCUMENTS**

**10.1: RIGHT OF WAY EASEMENT FOR TE ARA O MAURIHORO (WEST) PROPERTY**

**Annexure Schedule 1**

Insert type of instrument

Easement	Dated		Page	1	1
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*Continue in additional Annexure Schedule, if required.*

The rights and powers implied in easements contained in Schedule 4 of the Land Transfer Regulations 2002 ("Regulations") are varied as follows:

**1 Grantee**

1.1 The definition of "grantee" in clause 1 of the Regulations is deleted and replaced with the following:

"**grantee**, in relation to an easement creating a right of way means Matamata-Piako District Council and (subject to the provisions of this easement instrument) all other persons to the extent permitted by Matamata-Piako District Council either generally or specifically (which may include members of the general public)."

**2 Repairs, Maintenance and Costs**

2.1 Clause 11 of Schedule 4 of the Regulations is deleted and replaced with the following:

**"11 Repair, maintenance and costs**

- (1) The grantee is responsible for arranging the repair and maintenance of the easement facility (including without limitation all roads, bridges, improvements and any other structures located in the stipulated area), and for all the associated costs. The Grantee shall make reasonable endeavours to keep the facility from becoming a danger or nuisance. For the avoidance of doubt, if the Grantee regards the facility as being or likely to be a danger or a nuisance, it may at its sole discretion close access to the facility for an indefinite period of time.
- (2) The grantee bears the cost of all work done outside the servient tenement.
- (3) The grantee is responsible for meeting any associated requirements of the relevant local authority."

2.2 For the avoidance of doubt, the Grantor has no obligation to reinstate any of the easement facility or any parts thereof if they are destroyed or irreparably damaged by any cause whatsoever.

**3 Reserves Act**

3.1 Notwithstanding that the Servient Tenement is subject to the Reserves Act 1977, this instrument is enforceable in accordance with its terms and is to be treated as having been granted in accordance with the Reserves Act 1977.

**4 General**

4.1 The rights and powers implied by section 297 of the Property Law Act 2007 and Schedule 5 of the Property Law Act 2007 do not apply to the easement created by this instrument.

**DOCUMENTS**

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**10.2 RIGHT OF WAY EASEMENT FOR TE HANGA**

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**DOCUMENTS**

**10.2: RIGHT OF WAY EASEMENT FOR TE HANGA**

**EASEMENT INSTRUMENT  
to grant easement**

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

[Trustees of the [Te Puāwaitanga o Ngāti Hinerangi Iwi] Trust]

Grantee

Surname must be underlined

Her Majesty the Queen in Right of New Zealand acting by and through the Minister of Conservation

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** in gross the easement(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this

day of

20

ATTESTATION:

<hr/> <b>Signature of Grantor</b>	<b>Signed in my presence by the Grantor:</b>
	<hr/>
	<i>Signature of Witness</i>
	<b>Witness Name:</b>
	<b>Occupation:</b>
	<b>Address:</b>

All signing parties and either their witnesses or solicitors must sign or initial in this box.

**DOCUMENTS**

**10.2: RIGHT OF WAY EASEMENT FOR TE HANGA**

Easement Instrument	Dated:	Page of pages
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<p><b>Signed on behalf of Her Majesty the Queen by</b></p> <p>acting under a delegation from the Minister of Conservation</p> <p>_____</p> <p><b>Signature of Grantee</b></p>	<p><b>Signed in my presence by the Grantee</b></p> <p>_____</p> <p><i>Signature of Witness</i></p> <p><b>Witness Name:</b></p> <p><b>Occupation:</b></p> <p><b>Address:</b></p>
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**Certified correct** for the purposes of the Land Transfer Act 1952

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**Solicitor for the Grantee**

All signing parties and either their witnesses or solicitors must sign or initial in this box.

  
129

**DOCUMENTS**

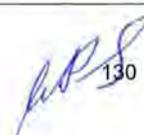
**10.2: RIGHT OF WAY EASEMENT FOR TE HANGA  
SCHEDULE A**

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier / CT)	Dominant Tenement (identifier CT or in gross)
Pedestrian Right of Way	[The area marked blue on deed plan OTS-135-07 (the easement area will be generally 3 metres wide) Subject to survey.]  <b>The Easement Area</b>	[Section [ ] on SO [ ] Subject to survey.]  <b>The Grantor's Land</b>	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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**DOCUMENTS**

**10.2: RIGHT OF WAY EASEMENT FOR TE HANGA**

**ANNEXURE SCHEDULE**

Easement Instrument	Dated:	Page	of	pages
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**RIGHTS AND POWERS**

**1 Pedestrian Right of way**

- 1.1 The right of way includes the right for the Grantee, its employees, contractors and invitees (including the general public as the Grantee's invitees) in common with the Grantor and other persons to whom the Grantor may grant similar rights to at all times go over and along the Easement Area on foot and when the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on adjoining lands, then the Grantee its employees, contractors and invitees may proceed along the Easement Area by foot and with all necessary tools, equipment (including firearms) and dogs to carry out the work.
- 1.2 The right of way includes—
- 1.2.1 the right to repair and maintain the existing access track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the Easement is granted;
  - 1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track;
  - 1.2.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land; and
  - 1.2.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.
- 1.3 The right of way does not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.
- 1.4 No horse or any other animal (including pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor. However, hunting dogs may be taken on the Easement Area with a current hunting permit issued by the Grantee. For avoidance of doubt, this clause does not apply to dogs allowed on the Easement Area under clause 1.1.
- 1.5 No firearm or other weapon may be carried on the Easement Area without a current hunting permit issued by the Grantee.
- 1.6 For avoidance of doubt, clause 1.4 and clause 1.5 do not authorise hunting or the discharge of any firearm on the Grantor's Land.

**All signing parties and either their witnesses or solicitors must sign or initial in this box.**

Handwritten signature and initials in blue ink, including the number 131.

**DOCUMENTS**

**10.2: RIGHT OF WAY EASEMENT FOR TE HANGA**

**ANNEXURE SCHEDULE**

Easement Instrument	Dated:	Page	of	pages
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1.7 The public may not light any fires or deposit any rubbish or other materials on the Easement Area.

**2 General rights**

2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.

2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

2.3 The Grantee may transfer or otherwise assign this easement.

**3 Repair, maintenance, and costs**

3.1 The Grantee is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.

3.2 If the Grantee (or grantees if more than one) and the Grantor share the use of the track then the Grantor is responsible for repair and maintenance of the track on the Easement Area and associated costs only to the extent that the use by the Grantor results in repair and maintenance requirements that are additional to the repair and maintenance the Grantee is responsible for in clause 3.1.

3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.

3.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.

3.5 The Grantor must repair at its cost all damage caused to the track through its negligence or improper actions.

**4 Rights of entry**

4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld

4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and

**All signing parties and either their witnesses or solicitors must sign or initial in this box.**

  
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**DOCUMENTS**

**10.2: RIGHT OF WAY EASEMENT FOR TE HANGA**

**ANNEXURE SCHEDULE**

Easement Instrument	Dated:	Page	of	pages
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4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

4.4 The Grantee must ensure that all work is completed promptly.

4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.

4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

**5 Default**

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
  - (i) meet the obligation; and
  - (ii) for that purpose, enter the Grantor's Land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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**DOCUMENTS**

**10.2: RIGHT OF WAY EASEMENT FOR TE HANGA**

**ANNEXURE SCHEDULE**

Easement Instrument	Dated:	Page	of	pages
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**6 Disputes**

If a dispute in relation to this easement arises between the Grantor and Grantee—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
  - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
  - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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**DOCUMENTS**

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**10.3 RIGHT OF WAY EASEMENT FOR TE TAIHAHA A TANGATA**

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**DOCUMENTS**

**10.3: RIGHT OF WAY EASEMENT FOR TE TAIAHA A TANGATA**

**EASEMENT INSTRUMENT  
to grant easement**

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

*Surname must be underlined*

[Trustees of the [Te Puāwaitanga o Ngāti Hinerangi Iwi] Trust]

Grantee

*Surname must be underlined*

Her Majesty the Queen in Right of New Zealand acting by and through the Minister of Conservation

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** in gross the easement(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this

day of

20

**ATTESTATION:**

<hr/> Signature of Grantor	<b>Signed in my presence by the Grantor:</b>
	<hr/> <i>Signature of Witness</i> <b>Witness Name:</b> <b>Occupation:</b> <b>Address:</b>

All signing parties and either their witnesses or solicitors must sign or initial in this box.



**DOCUMENTS**

**10.3: RIGHT OF WAY EASEMENT FOR TE TAIHAHA A TANGATA**

**SCHEDULE A**

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier / CT)	Dominant Tenement (identifier CT or in gross)
Pedestrian Right of Way	[The area marked blue on deed plan OTS-135-09 (the easement area will be generally 3 metres wide) Subject to survey.]  <b>The Easement Area</b>	[Section [ ] on SO [ ] Subject to survey.]  <b>The Grantor's Land</b>	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

**DOCUMENTS**

**10.3: RIGHT OF WAY EASEMENT FOR TE TAIHAHA A TANGATA**

**ANNEXURE SCHEDULE**

Easement Instrument	Dated:	Page	of	pages
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**RIGHTS AND POWERS**

**1 Pedestrian Right of way**

- 1.1 The right of way includes the right for the Grantee its employees, contractors and invitees (including the general public as the Grantee's invitees) in common with the Grantor and other persons to whom the Grantor may grant similar rights to at all times go over and along the Easement Area on foot and when the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on adjoining lands, then the Grantee its employees, contractors and invitees may proceed along the Easement Area by foot and with all necessary tools, equipment (including firearms) and dogs to carry out the work.
- 1.2 The right of way includes—
- 1.2.1 the right to repair and maintain the existing access track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the Easement is granted;
  - 1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track;
  - 1.2.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land; and
  - 1.2.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.
- 1.3 The right of way does not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.
- 1.4 No horse or any other animal (including pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor. However, hunting dogs may be taken on the Easement Area with a current hunting permit issued by the Grantee. For avoidance of doubt, this clause does not apply to dogs allowed on the Easement Area under clause 1.1.
- 1.5 No firearm or other weapon may be carried on the Easement Area without a current hunting permit issued by the Grantee.
- 1.6 For avoidance of doubt, clause 1.4 and clause 1.5 do not authorise hunting or the discharge of any firearm on the Grantor's Land.

**All signing parties and either their witnesses or solicitors must sign or initial in this box.**

**DOCUMENTS**

**10.3: RIGHT OF WAY EASEMENT FOR TE TAIHAHA A TANGATA**

**ANNEXURE SCHEDULE**

Easement Instrument	Dated:	Page	of	pages
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1.7 The public may not light any fires or deposit any rubbish or other materials on the Easement Area.

**2 General rights**

2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.

2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

2.3 The Grantee may transfer or otherwise assign this easement.

**3 Repair, maintenance, and costs**

3.1 The Grantee is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.

3.2 If the Grantee (or grantees if more than one) and the Grantor share the use of the track then the Grantor is responsible for repair and maintenance of the track on the Easement Area and associated costs only to the extent that the use by the Grantor results in repair and maintenance requirements that are additional to the repair and maintenance the Grantee is responsible for in clause 3.1.

3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.

3.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.

3.5 The Grantor must repair at its cost all damage caused to the track through its negligence or improper actions.

**4 Rights of entry**

4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —

4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and

**All signing parties and either their witnesses or solicitors must sign or initial in this box.**

DOCUMENTS

10.3: RIGHT OF WAY EASEMENT FOR TE TAIHAHA A TANGATA

ANNEXURE SCHEDULE

Easement Instrument	Dated:	Page	of	pages
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- 4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and
- 4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.
- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

**5 Default**

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
  - (i) meet the obligation; and
  - (ii) for that purpose, enter the Grantor's Land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

All signing parties and either their witnesses or solicitors must sign or initial in this box.



**DOCUMENTS**

**10.3: RIGHT OF WAY EASEMENT FOR TE TAIHAHA A TANGATA**

**ANNEXURE SCHEDULE**

Easement Instrument	Dated:	Page	of	pages
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**6 Disputes**

If a dispute in relation to this easement arises between the Grantor and Grantee—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
  - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
  - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society

**All signing parties and either their witnesses or solicitors must sign or initial in this box.**

**DOCUMENTS**

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**10.4 RIGHT OF WAY EASEMENT FOR TE TUHI (EAST) PROPERTY**

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**DOCUMENTS**

**10.4: RIGHT OF WAY EASEMENT FOR TE TUHI (EAST) PROPERTY**

**EASEMENT INSTRUMENT  
to grant easement**

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

*Surname must be underlined*

[Trustees of the [Te Puāwaitanga o Ngāti Hinerangi Iwi] Trust]

Grantee

*Surname must be underlined*

Her Majesty the Queen in Right of New Zealand acting by and through the Minister of Conservation

**Grant of easement**

**The Grantor**, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** in gross the easement(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this

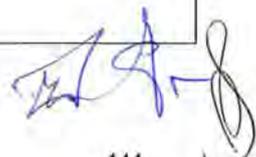
day of

20

**ATTESTATION:**

<hr/> Signature of Grantor	<b>Signed in my presence by the Grantor:</b>
	<hr/>
	<i>Signature of Witness</i>
	<b>Witness Name:</b>
	<b>Occupation:</b>
	<b>Address:</b>

All signing parties and either their witnesses or solicitors must sign or initial in this box.



**DOCUMENTS**

**10.4: RIGHT OF WAY EASEMENT FOR TE TUHI (EAST) PROPERTY**

Easement Instrument	Dated:	Page    of    pages
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<p><b>Signed on behalf of Her Majesty the Queen by</b></p> <p>acting under a delegation from the Minister of Conservation</p> <p>_____</p> <p><b>Signature of Grantee</b></p>	<p><b>Signed in my presence by the Grantee</b></p> <p>_____</p> <p><i>Signature of Witness</i></p> <p><b>Witness Name:</b></p> <p><b>Occupation:</b></p> <p><b>Address:</b></p>
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**Certified correct** for the purposes of the Land Transfer Act 1952

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**Solicitor for the Grantee**

All signing parties and either their witnesses or solicitors must sign or initial in this box.





**DOCUMENTS**

**10.4: RIGHT OF WAY EASEMENT FOR TE TUHI (EAST) PROPERTY**

**SCHEDULE A**

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier / CT)	Dominant Tenement (identifier CT or in gross)
Pedestrian Right of Way	[The area marked blue on deed plan OTS-135-10 (the easement area will be generally 3 metres wide) Subject to survey.]  <b>The Easement Area</b>	[Section [ ] on SO [ ] Subject to survey.]  <b>The Grantor's Land</b>	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

**All signing parties and either their witnesses or solicitors must sign or initial in this box.**



DOCUMENTS

10.4: RIGHT OF WAY EASEMENT FOR TE TUHI (EAST) PROPERTY

ANNEXURE SCHEDULE

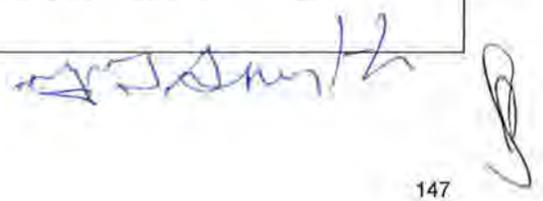
Easement Instrument	Dated:	Page	of	pages
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**RIGHTS AND POWERS**

**1 Pedestrian Right of way**

- 1.1 The right of way includes the right for the Grantee, its employees, contractors and invitees (including the general public as the Grantee's invitees) in common with the Grantor and other persons to whom the Grantor may grant similar rights to at all times go over and along the Easement Area on foot and when the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on adjoining lands, then the Grantee, its employees, contractors and invitees may proceed along the Easement Area by foot and with all necessary tools equipment (including firearms) and dogs to carry out the work.
- 1.2 The right of way includes—
- 1.2.1 the right to repair and maintain the existing access track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the Easement is granted;
  - 1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track;
  - 1.2.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land; and
  - 1.2.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.
- 1.3 The right of way does not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.
- 1.4 No horse or any other animal (including pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor. However, hunting dogs may be taken on the Easement Area with a current hunting permit issued by the Grantee. For avoidance of doubt, this clause does not apply to dogs allowed on the Easement Area under clause 1.1.
- 1.5 No firearm or other weapon may be carried on the Easement Area without a current hunting permit issued by the Grantee.
- 1.6 For avoidance of doubt, clause 1.4 and clause 1.5 do not authorise hunting or the discharge of any firearm on the Grantor's Land.

All signing parties and either their witnesses or solicitors must sign or initial in this box.



**DOCUMENTS**

**10.4: RIGHT OF WAY EASEMENT FOR TE TUHI (EAST) PROPERTY**

**ANNEXURE SCHEDULE**

Easement Instrument	Dated:	Page	of	pages
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1.7 The public may not light any fires or deposit any rubbish or other materials on the Easement Area.

**2 General rights**

2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.

2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

2.3 The Grantee may transfer or otherwise assign this easement.

**3 Repair, maintenance, and costs**

3.1 The Grantee is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.

3.2 If the Grantee (or grantees if more than one) and the Grantor share the use of the track then the Grantor is responsible for repair and maintenance of the track on the Easement Area and associated costs only to the extent that the use by the Grantor results in repair and maintenance requirements that are additional to the repair and maintenance the Grantee is responsible for in clause 3.1.

3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.

3.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.

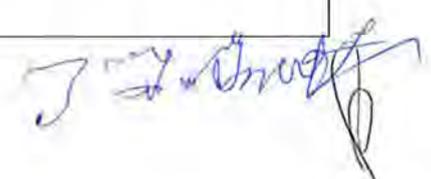
3.5 The Grantor must repair at its cost all damage caused to the track through its negligence or improper actions.

**4 Rights of entry**

4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —

4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and

**All signing parties and either their witnesses or solicitors must sign or initial in this box.**



**DOCUMENTS**

**10.4: RIGHT OF WAY EASEMENT FOR TE TUHI (EAST) PROPERTY**

**ANNEXURE SCHEDULE**

Easement Instrument	Dated:	Page	of	pages
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4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

4.4 The Grantee must ensure that all work is completed promptly.

4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.

4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

**5 Default**

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

(a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:

(b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—

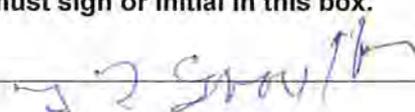
(i) meet the obligation; and

(ii) for that purpose, enter the Grantor's Land:

(c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

(d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

**All signing parties and either their witnesses or solicitors must sign or initial in this box.**



**DOCUMENTS**

**10.4: RIGHT OF WAY EASEMENT FOR TE TUHI (EAST) PROPERTY**

**ANNEXURE SCHEDULE**

Easement Instrument	Dated:	Page	of	pages
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**6 Disputes**

If a dispute in relation to this easement arises between the Grantor and Grantee—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
  - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
  - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society

All signing parties and either their witnesses or solicitors must sign or initial in this box.



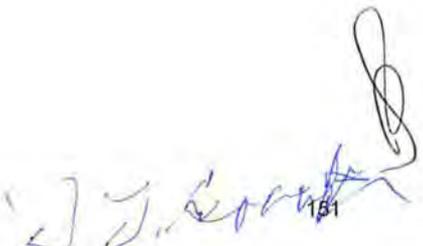
**DOCUMENTS**

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**10.5 RIGHT OF WAY EASEMENT FOR TE TUHI (WEST) PROPERTY**

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**DOCUMENTS**

**10.5: RIGHT OF WAY EASEMENT FOR TE TUHI (WEST) PROPERTY**

**EASEMENT INSTRUMENT  
to grant easement**

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

*Surname must be underlined*

[Trustees of the [Te Puāwaitanga o Ngāti Hinerangi Iwi] Trust]

Grantee

*Surname must be underlined*

Her Majesty the Queen in Right of New Zealand acting by and through the Minister of Conservation

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** in gross the easement(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this

day of

20

ATTESTATION:

<hr/> Signature of Grantor	<b>Signed in my presence by the Grantor:</b>
	<hr/> <i>Signature of Witness</i> <b>Witness Name:</b> <b>Occupation:</b> <b>Address:</b>

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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**DOCUMENTS**

**10.5: RIGHT OF WAY EASEMENT FOR TE TUHI (WEST) PROPERTY**

Easement Instrument	Dated:	Page	of	pages
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<p><b>Signed on behalf of Her Majesty the Queen by</b></p> <p>acting under a delegation from the Minister of Conservation</p> <p>_____</p> <p><b>Signature of Grantee</b></p>	<p><b>Signed in my presence by the Grantee</b></p> <p>_____</p> <p><i>Signature of Witness</i></p> <p><b>Witness Name:</b></p> <p><b>Occupation:</b></p> <p><b>Address:</b></p>
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**Certified correct** for the purposes of the Land Transfer Act 1952

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**Solicitor for the Grantee**

All signing parties and either their witnesses or solicitors must sign or initial in this box.

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**DOCUMENTS**

**10.5: RIGHT OF WAY EASEMENT FOR TE TUHI (WEST) PROPERTY**

**SCHEDULE A**

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier / CT)	Dominant Tenement (identifier CT or in gross)
Pedestrian Right of Way	[The area marked red on deed plan OTS-135-11 (the easement area will be generally 3 metres wide) Subject to survey.]  <b>The Easement Area</b>	[Section [ ] on SO [ ] Subject to survey.]  <b>The Grantor's Land</b>	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

**All signing parties and either their witnesses or solicitors must sign or initial in this box.**



**DOCUMENTS**

**10.5: RIGHT OF WAY EASEMENT FOR TE TUHI (WEST) PROPERTY**

**ANNEXURE SCHEDULE**

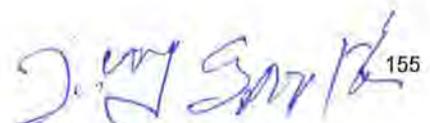
Easement Instrument	Dated:	Page	of	pages
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**RIGHTS AND POWERS**

**1 Pedestrian Right of way**

- 1.1 The right of way includes the right for the Grantee, its employees, contractors and invitees (including the general public as the Grantee's invitees) in common with the Grantor and other persons to whom the Grantor may grant similar rights to at all times go over and along the Easement Area on foot and when the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on adjoining lands, then the Grantee its employees or contractors and invitees may proceed along the Easement Area by foot with all necessary tools, equipment (including firearms) and dogs to carry out the work.
- 1.2 The right of way includes—
- 1.2.1 the right to repair and maintain the existing access track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the Easement is granted;
- 1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track;
- 1.2.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land; and
- 1.2.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.
- 1.3 The right of way does not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.
- 1.4 No horse or any other animal (including pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor. However, hunting dogs may be taken on the Easement Area with a current hunting permit issued by the Grantee. For avoidance of doubt, this clause does not apply to dogs allowed on the Easement Area under clause 1.1.
- 1.5 No firearm or other weapon may be carried on the Easement Area without a current hunting permit issued by the Grantee. For avoidance of doubt, this clause does not authorise the discharge of any firearm on the Easement Area or the Grantor's Land.
- 1.6 The public may not light any fires or deposit any rubbish or other materials on the Easement Area.

**All signing parties and either their witnesses or solicitors must sign or initial in this box.**

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DOCUMENTS

10.5: RIGHT OF WAY EASEMENT FOR TE TUHI (WEST) PROPERTY

ANNEXURE SCHEDULE

Easement Instrument	Dated:	Page	of	pages
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**2 General rights**

- 2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.
- 2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.
- 2.3 The Grantee may transfer or otherwise assign this easement.

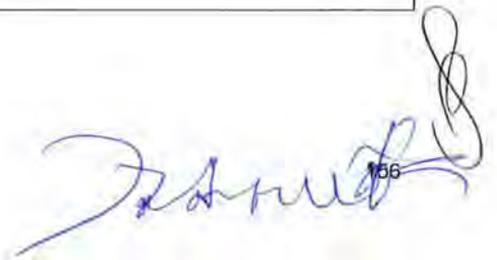
**3 Repair, maintenance, and costs**

- 3.1 The Grantee is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.
- 3.2 If the Grantee (or grantees if more than one) and the Grantor share the use of the track then the Grantor is responsible for repair and maintenance of the track on the Easement Area and associated costs only to the extent that the use by the Grantor results in repair and maintenance requirements that are additional to the repair and maintenance the Grantee is responsible for in clause 3.1.
- 3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.
- 3.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.
- 3.5 The Grantor must repair at its cost all damage caused to the track through its negligence or improper actions.

**4 Rights of entry**

- 4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —
  - 4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
  - 4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

All signing parties and either their witnesses or solicitors must sign or initial in this box.



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**DOCUMENTS**

**10.5: RIGHT OF WAY EASEMENT FOR TE TUHI (WEST) PROPERTY**

**ANNEXURE SCHEDULE**

Easement Instrument	Dated:	Page	of	pages
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4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

4.4 The Grantee must ensure that all work is completed promptly.

4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.

4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

**5 Default**

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

(a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:

(b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—

(i) meet the obligation; and

(ii) for that purpose, enter the Grantor's Land:

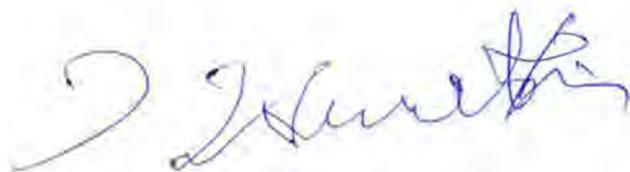
(c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

(d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

**6 Disputes**

If a dispute in relation to this easement arises between the Grantor and Grantee—

**All signing parties and either their witnesses or solicitors must sign or initial in this box.**



**DOCUMENTS**

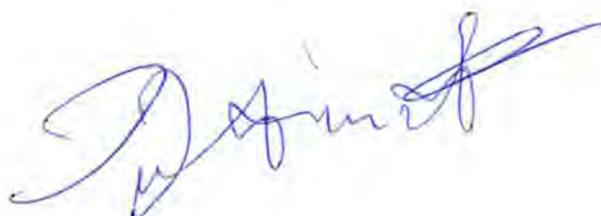
**10.5: RIGHT OF WAY EASEMENT FOR TE TUHI (WEST) PROPERTY**

**ANNEXURE SCHEDULE**

Easement Instrument	Dated:	Page of pages
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- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
  - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
  - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society

**All signing parties and either their witnesses or solicitors must sign or initial in this box.**



**DOCUMENTS**

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**11. ENCUMBRANCE FOR LICENSED LAND**

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***[Note: Right of Way easement document to be confirmed.]***



**DOCUMENTS**

**11: ENCUMBRANCE FOR LICENSED LAND**

Easement Type A

Approved by Registrar-General of Land under No.2007/6225

**Easement instrument to grant easement or *profit à prendre*, or create land covenant**  
*Sections 90A and 90F Land Transfer Act 1952*

Land registration district

BARCODE

**Grantor**

[the Trustees of the Te Puāwaitanga o Ngāti Hinerangi Iwi Trust]

**Grantee**

Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation

**Grant\* of Easement or *Profit à prendre* or Creation of Covenant**

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this

day of

20

**Attestation**

_____ Signature [common seal] of Grantor	<p><b>Signed in my presence by the Grantor</b></p> <hr/> Signature of witness Witness to complete in BLOCK letters (unless legibly printed)
	<p><b>Witness name</b></p> <p><b>Occupation</b></p> <p><b>Address</b></p>

_____ Signature [common seal] of Grantee	<p><b>Signed in my presence by the Grantee</b></p> <hr/> Signature of witness Witness to complete in BLOCK letters (unless legibly printed)
	<p><b>Witness name</b></p> <p><b>Occupation</b></p> <p><b>Address</b></p>

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Grantee

\*If the consent of any person is required for the grant, the specified consent form must be used.




**DOCUMENTS**

**11: ENCUMBRANCE FOR LICENSED LAND**

Approved by Registrar-General of Land under No.2007/6225

**Annexure Schedule 1**

Easement Instrument

Dated

Page

of

pages

**Schedule A**

*(Continue in additional Annexure Schedule, if required)*

Purpose (nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient tenement (Identifier / CT)	Dominant tenement (Identifier / CT or in gross)
Right of Way	[to be inserted]	[to be inserted]	In gross

*Delete phrases in [ ] and insert memorandum number as required; Continue in additional Annexure Schedule, if required*

**Easements or profits à prendre rights and powers (including terms, covenants and conditions)**

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and / or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are **[varied]** **[negatived]** **[added to]** or **[substituted]** by:

[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]

[the provisions set out in Annexure Schedule 2].

**Covenant provisions**

*Delete phrases in [ ] and insert memorandum number as required.*

*Continue in additional Annexure Schedule, if required.*

The provisions applying to the specified covenants are those set out in:

[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule 2].

**All signing parties and either their witnesses or solicitors must sign or initial in this box**

DOCUMENTS

11: ENCUMBRANCE FOR LICENSED LAND

Approved by the Registrar-General of Land under number 2003/5041

Easement Type A

Annexure Schedule

Insert type of instrument

Easement – Type A

Dated

Page 1 of 9 Pages

Continue in additional Annexure Schedule, if required.

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Easement Instrument, unless the context otherwise requires:

["**Crown Forestry Licence**" means a Crown forestry licence granted under section 14 of the Crown Forest Assets Act 1989;

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Grantor's Land and includes the successors and assigns of the Crown Forestry Licensee;]

[These definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]

"**Her Majesty the Queen** in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;

1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2. GRANT OF ACCESS RIGHTS

2.1 The Grantor hereby grants to the Grantee a right of way in gross over that part of the Grantor's Land shown marked [insert details] together with the rights and powers set out in Schedule Four of

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

**DOCUMENTS**

**11: ENCUMBRANCE FOR LICENSED LAND**

Approved by the Registrar-General of Land under number 2003/5041

Easement Type A

**Annexure Schedule**

Insert type of instrument

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*Continue in additional Annexure Schedule, if required.*

the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.

- 2.2 The covenants implied by section 297(1) of the Property Law Act 2007 do not apply to this easement instrument.
- 2.3 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall duly observe the obligations imposed on it under this Easement Instrument.

**3. OBLIGATIONS OF THE GRANTEE**

The rights and powers conferred under clause 2 are granted subject to the following conditions and obligations:

- 3.1 The Grantee shall when passing or re-passing over the Grantor's Land:
  - 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
  - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;
  - 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
  - 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
  - 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

  
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- (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
  - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.
- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or

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**DOCUMENTS**

**11: ENCUMBRANCE FOR LICENSED LAND**

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- 3.7.2 alter the location of the road; or
- 3.7.3 alter the way in which the run-off from the road is disposed of; or
- 3.7.4 change the nature of the road surface; or
- 3.7.5 park or store equipment or material on the Grantor's Land,
- without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.
- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
- 3.11 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.
- 3.12 Clauses 3.13 to 3.16 do not limit clause 3.11 and apply to the exercise of rights and compliance with obligations under this easement instrument.
- 3.13 In accordance with section 34 of the Health and Safety at Work Act 2015, the Grantee shall, so far as is reasonably practicable, consult, cooperate with, and coordinate activities with:
- 3.13.1 the Grantor; and

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3.13.2 other persons conducting a business or undertaking (as defined in section 17 of the Health and Safety at Work Act 2015) who are accessing any part of the Grantor's Land

in order to ensure that at all times, each of the parties referred to is complying with its duties under the Health and Safety at Work Act 2015 and promulgated regulations.

3.14 The Grantee shall comply with its duties in respect of the Health and Safety at Work Act 2015 and regulations and shall ensure, so far as is reasonably practicable, its own health and safety and that of its workers and any person who enters on any part of the Grantor's Land at the request of the Grantee.

3.15 The Grantee shall, so far as is reasonably practicable, ensure the safety of other persons is not put at risk from work carried out by the Grantee on the Grantor's Land.

3.16 The Grantee shall comply with any reasonable instructions from the Grantor regarding the elimination or isolation of hazards and risks and / or the health and safety of persons on the Grantor's Land.

**4. GRANTOR'S RIGHTS**

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

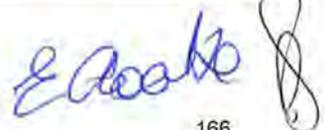
**5. COSTS**

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the preparation, registration and enforcement of any provision in this Easement Instrument.

**6. LICENCE** [this clause will be omitted if there is no crown forestry licence at the time this easement is granted]

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantor's Land and this Easement Instrument is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Easement Instrument.

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**11: ENCUMBRANCE FOR LICENSED LAND**

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**7. ASSIGNMENT**

7.1 The Grantee may assign its rights and obligations under this Easement Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Easement Instrument as the means of providing reasonable access to that land:

7.1.1 any Crown entity as defined in section 2(1) of the Public Finance Act 1989;

7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

7.1.3 any person who holds the land in trust for the Grantee; or

7.1.4 any other person with the prior consent of the Grantor, which shall not be unreasonably withheld.

7.2 As from the date of assignment the Grantee shall cease to have any liability whatsoever in respect of this Easement Instrument and the Grantor agrees to release the Grantee from all obligations under this Easement Instrument from that date, but only if the assignee enters into a deed of covenant with the Grantor agreeing to be bound by the terms of this Easement Instrument from the date of release of the Grantee.

**8. DELEGATION**

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

**9. NOTICES**

9.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

9.1.1 the Grantor's address as set out in paragraph 1 of the First Schedule; and

9.1.2 the Grantee's address as set out in paragraph 2 of the First Schedule.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

*E. Coombs* 67

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**11: ENCUMBRANCE FOR LICENSED LAND**

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*Continue in additional Annexure Schedule, if required.*

9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

**10. SEVERABILITY**

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in full force.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

  
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Continue in additional Annexure Schedule, if required.

Continuation of "Attestation"

Signed by [the trustees of Te Puāwaitanga o Ngāti Hinerangi Iwi Trust] as Grantor:

\_\_\_\_\_  
[Name of Trustee]

\_\_\_\_\_  
[Name of Trustee]

\_\_\_\_\_  
[Name of Trustee]

\_\_\_\_\_  
[Name of Trustee]

In the presence of:

\_\_\_\_\_  
Name:  
Occupation:  
Address:

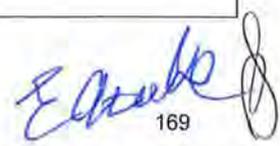
Signed for and on behalf of **HER MAJESTY THE QUEEN** as Grantee by

\_\_\_\_\_  
[Operations Manager] acting for the Minister of Conservation under delegated authority pursuant to sections 57 and 58 of the Conservation Act 1987 and section 41 of the State Sector Act 1988

In the presence of:

\_\_\_\_\_  
Name:  
Occupation:  
Address:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

  
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**11: ENCUMBRANCE FOR LICENSED LAND**

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**SCHEDULE**

**1 GRANTOR'S ADDRESS:**

**Te Puāwaitanga o Ngāti Hinerangi Iwi Trust**

40 Jellicoe Road

PO Box 20

Matamata 3040

**2 GRANTEE'S ADDRESS:**

Department of Conservation

[enter address]

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**DOCUMENTS**

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**12. MINISTRY OF EDUCATION LEASE**

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**DOCUMENTS**

**12: MINISTRY OF EDUCATION**

**WITHOUT PREJUDICE and SUBJECT TO APPROVAL BY MINISTER**  
**Draft as at 22 November 2018**

**MINISTRY OF EDUCATION**  
**TREATY SETTLEMENT LEASE**

Form F

**LEASE INSTRUMENT**

(Section 115 Land Transfer Act 1952)

BARCODE

Land registration district

[ ]

Affected instrument Identifier  
and type (if applicable)

All/part

Area/Description of part or stratum

[ ]	[ ]	[ ]
-----	-----	-----

Lessor

[ ]

Lessee

**HER MAJESTY THE QUEEN** for education purposes

Estate or Interest

Insert "fee simple"; "leasehold in lease number " etc.

Fee simple

Lease Memorandum Number (if applicable)

Not applicable

Term

See Annexure Schedule

Rental

See Annexure Schedule

Lease and Terms of Lease

If required, set out the terms of lease in Annexure Schedules

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule(s)

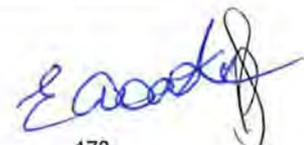


**DOCUMENTS**

**12: MINISTRY OF EDUCATION**

**Attestation**

<b>Signature of the Lessor</b>	<b>Signed in my presence by the Lessor</b>
_____ [       ]	_____ <i>Signature of witness</i>  <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name:  Occupation:  Address:
_____ [       ]	_____ <i>Signature of witness</i>  <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name:  Occupation:  Address:
_____ [       ]	_____ <i>Signature of witness</i>  <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name:  Occupation:  Address:
_____ [       ]	_____ <i>Signature of witness</i>  <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name:  Occupation:  Address:
_____ [       ]	_____ <i>Signature of witness</i>  <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name:  Occupation:  Address:





DOCUMENTS

12: MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page 1 of 18 Pages

*Insert instrument type*

Lease Instrument

**BACKGROUND**

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between [*insert name of claimant group*] and the Crown, under which the parties agreed to transfer the Land to [*insert name of post-settlement governance entity*] and lease it back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

**SCHEDULE A**

**ITEM 1 THE LAND**

[*insert full legal description - note that improvements are excluded*].

**ITEM 2 START DATE**

[*insert start date*].

**ITEM 3 ANNUAL RENT**

[\$*insert agreed rent*] plus GST per annum payable monthly in advance on the first day of each month but the first payment shall be made on the Start Date on a proportionate basis for any broken period until the first day of the next month.

**ITEM 4 TERM OF LEASE**

21 Years.

**ITEM 5 LESSEE OUTGOINGS**

- 5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.
- 5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

DOCUMENTS

12: MINISTRY OF EDUCATION

Form F continued

Annexure Schedule

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Insert instrument type

Lease Instrument

5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.

5.4 Maintenance of car parking areas.

5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

**ITEM 6 PERMITTED USE**

The Permitted Use referred to in clause 9.

**ITEM 7 RIGHT OF RENEWAL**

Perpetual rights of renewal of 21 years each with the first renewal date being the 21<sup>st</sup> anniversary of the Start Date, and then each subsequent renewal date being each 21<sup>st</sup> anniversary after that date.

**ITEM 8 RENT REVIEW DATES**

The 7<sup>th</sup> anniversary of the Start Date and each subsequent 7<sup>th</sup> anniversary after that date.

**ITEM 9 LESSEE'S IMPROVEMENTS**

As defined in clause 1.9 and including the following existing improvements: ***[List here all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent, contractor or sublessee or licensee of the Lessee on the Land].***

[ ]

The above information is taken from the Lessee's records as at [ ] A site inspection was not undertaken to compile this information.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.



DOCUMENTS

12: MINISTRY OF EDUCATION

Form F continued

Annexure Schedule

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Insert instrument type

Lease Instrument

ITEM 10 CLAUSE 16.5 NOTICE

To: [Post-Settlement Governance Entity] ("the Lessor")

And to: The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6140 ("the Lessee")

From: [Name of Mortgagee/Chargeholder] ("the Lender")

The Lender acknowledges that in consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule to the Lease attached to this Notice which the Lender acknowledges will be for its benefit:

- (i) It has notice of the provisions of clause 16.5 of the Lease; and
- (ii) It agrees that any Lessee's Improvements (as defined in the Lease) placed on the Land by the Lessee at any time before or during the Lease shall remain the Lessee's property at all times; and
- (iii) It will not claim any interest in any Lessee's Improvements under the security of its loan during the relevant period no matter how any Lessee's Improvement may be fixed to the Land and regardless of any rule of law or equity to the contrary or any provisions of its security to the contrary; and
- (iv) It agrees that this acknowledgement is irrevocable.

SCHEDULE

[ ]

[Form of execution by Lender]

[Date]

All signing parties and either their witnesses or solicitors must either sign or initial in this box.



DOCUMENTS

12: MINISTRY OF EDUCATION

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Insert instrument type

Lease Instrument

ITEM 11 CLAUSE 16.6 NOTICE

To: [Post-Settlement Governance Entity] ("the Lessor")

And to: The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6140 ("the Lessee")

From [Name of Mortgagee/Chargeholder] ("the Lender")

The Lender acknowledges that before it advanced monies to the Lessor under a security ("the Security") given by the Lessor over the Land described in the Schedule to the Lease attached to this Notice) it had notice of and agreed to be bound by the provisions of clause 16.6 of the Lease and that in particular it agrees that despite any provision of the Security to the contrary and regardless of how any Lessee's Improvement is fixed to the Land it:

- (i) will not claim any security interest in any Lessee's Improvement (as defined in the Lease) at any time; and
- (ii) acknowledges that any Lessee's Improvements remain the Lessee's property at all times.

SCHEDULE

[ ]

[Form of execution by Lender]

[Date]

All signing parties and either their witnesses or solicitors must either sign or initial in this box.



DOCUMENTS

12: MINISTRY OF EDUCATION

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Annexure Schedule

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Insert instrument type

Lease Instrument

SCHEDULE B

1 Definitions

1.1 The term "Lessor" includes and binds:

- (a) the persons executing this Lease as Lessor; and
- (b) any Lessor for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term "Lessee" includes and binds:

- (a) the person executing this Lease as Lessee; and
- (b) all the Lessees for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.

1.3 "Business Day" means a day that is not:

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (d) the days observed as the anniversaries of the provinces of [Auckland] [and] Wellington; or
- (e) the days observed as Waitangi Day or Anzac Day under section 45A of the Holidays Act 2003.

1.4 "Crown" has the meaning given in section 2(1) of the Public Finance Act 1989.

1.5 "Crown Body" means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and
- (c) the New Zealand Railways Corporation; and

All signing parties and either their witnesses or solicitors must either sign or initial in this box.



DOCUMENTS

12: MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

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Insert instrument type

Lease Instrument

- (d) a company or body that is wholly owned or controlled by one or more of the following:
- (i) the Crown;
  - (ii) a Crown entity;
  - (iii) a State enterprise; and
- (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).
- 1.6 "Department" has the meaning given in section 2 of the Public Finance Act 1989.
- 1.7 "Education Purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 "Legislation" means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.9 "Lessee's Improvements" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.10 "Lessee's property" includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 "Maintenance" includes repair.
- 1.12 "Public Work" has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 "Sublet" and "Sublease" include the granting of a licence to occupy the Land or part of it.
- 2 Payment of Annual Rent**
- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at **6.25%** of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.



DOCUMENTS

12: MINISTRY OF EDUCATION

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Annexure Schedule

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Insert instrument type

Lease Instrument

3 Rent Review

When a party initiates the rent review process as set out in clause 3.5:

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 4% of the lesser of:
- (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
  - (b) the Nominal Value being:
    - (i) during the initial Term: a value based on 4% growth per annum of the Transfer Value of the Land; or
    - (ii) for subsequent Terms: a value based on 4% growth per annum of the reset Nominal Value as calculated in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.
- 3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:
- (a) at the start date of every new Term; and
  - (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the Current Market Value of the Land as a School Site for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the Current Market Value of the Land as a School Site for the three consecutive Rent Review Dates or Lease renewal dates.
- 3.5 The rent review process will be as follows:
- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.



DOCUMENTS

12: MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

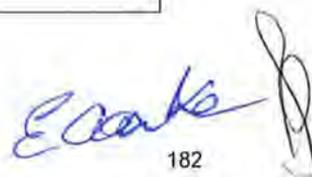
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*Insert instrument type*

Lease Instrument

- (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
- (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer's certificate.
- (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
  - (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
  - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.



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**Form F** *continued*

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- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

**4 Payment of Lessee Outgoings**

During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the relevant person.

**5 Valuation Roll**

Where this Lease is registered under section 115 of the Land Transfer Act 1952 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

**6 Utility Charges**

- 6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.
- 6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.
- 6.3 If required to do so by the Lessor or any local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

**7 Goods and Services Tax**

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

**8 Interest**

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum

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**12: MINISTRY OF EDUCATION**

**Form F** *continued*

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Lease Instrument

accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

**9 Permitted Use of Land**

The Land may be used for Education Purposes, and/or any other Public Work, including any lawful secondary or incidental use.

**10 Designation**

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease.

**11 Compliance with Law**

The Lessee must at its own cost comply with the provisions of all relevant Legislation.

**12 Hazards**

12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.

12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

**13 Damage or Destruction**

**13.1 Total Destruction**

If the Land or the Lessee's Improvements or any portion thereof shall be destroyed or so damaged so as to render the Land or the Lessee's Improvements unsuitable for the Permitted Use to which it was put at the date of the destruction or damage (the "Current Permitted Use"), then either party may, within three months of the date of the damage, give the other 20 Business Days notice of termination, and the whole of the Annual Rent and Lessee Outgoings shall cease to be payable as from the date of the damage.

**13.2 Partial Destruction**

(a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.



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- (b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:
- (i) the repair and reinstatement of the Land have been completed; and
  - (ii) the Lessee can lawfully occupy the Land.
- (c) If:
- (i) in the reasonable opinion of the Lessor it is not economically viable to repair and reinstate the Land; or
  - (ii) any necessary council consents shall not be obtainable,

then the term will terminate with effect from the date that either such fact is established.

13.3 **Natural Disaster or Civil Defence Emergency**

- (a) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:
- (i) such inability ceases; or
  - (ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.
- (b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:
- (i) the relevant clause has applied for a period of 6 months or more; or
  - (ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.

13.4 Any termination pursuant to this clause 13 shall be without prejudice to the rights of either party against the other.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

*E. Cooke*

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**Form F** *continued*

**Annexure Schedule**

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Lease Instrument

13.5 Notwithstanding anything to the contrary, no payment of Annual Rent or Lessee Outgoings by the Lessee at any time, nor any agreement by the Lessee as to an abatement of Annual Rent and/or Lessee Outgoings shall prejudice the Lessee's rights under this clause 13 to:

- (a) assert that this lease has terminated; or
- (b) claim an abatement or refund of Annual Rent and/or Lessee Outgoings.

**14 Contamination**

14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.

14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.

14.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

**15 Easements**

15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.

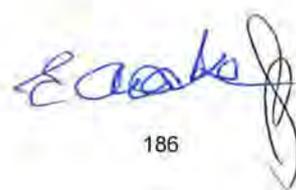
15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.

15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

**16 Lessee's Improvements**

16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.



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- 16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.
- 16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.
- 16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.
- 16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- 16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.
- 16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

17 **Rubbish Removal**

The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.

18 **Signs**

The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

*E. Cooke*

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19 **Insurance**

- 19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.
- 19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

20 **Fencing**

- 20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.
- 20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

21 **Quiet Enjoyment**

- 21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.
- 21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

22 **Assignment**

- 22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:
- (a) any Department or Crown Body; or
  - (b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).
- 22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).
- 22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.
- 22.4 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

  
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**23 Subletting**

The Lessee may without the Lessor's consent sublet to:

- (a) any Department or Crown Body; or
- (b) any other party provided that the sublease complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

**24 Occupancy by School Board of Trustees**

- 24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education Act 1989 and otherwise consistent with this Lease.
- 24.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.
- 24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's improvements to any third party in accordance with the Education Act 1989 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

**25 Lessee Break Option**

The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

**26 Breach**

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

**27 Notice of Breach**

27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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- (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
- (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

**28 Renewal**

28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed on the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the Lease Term that it does not wish the Lease to be renewed.

28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of perpetual renewal, provided that either party may initiate the rent review process in accordance with clause 3.

**29 Right of First Refusal for Lessor's Interest**

29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice ("Lessor's Notice") to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.

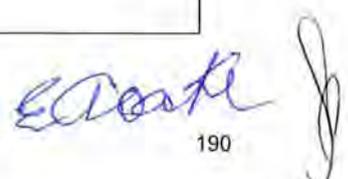
29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor ("Lessee's Notice") accepting the offer contained in the Lessor's Notice.

29.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.

29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1–29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.

29.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not

All signing parties and either their witnesses or solicitors must either sign or initial in this box.



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Lease Instrument

required and the Lessee's right to purchase the land under clause 29 will not apply.

30 **Exclusion of Implied Provisions**

30.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

(a) Clause 11 – Power to inspect premises.

31 **Entire Agreement**

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

32 **Disputes**

The parties will try to resolve all disputes by negotiations in good faith. If negotiations are not successful, the parties will refer the dispute to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before arbitration) in accordance with the Arbitration Act 1996.

33 **Service of Notices**

33.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

The Secretary for Education  
Ministry of Education  
PO Box 1666  
WELLINGTON 6140

33.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

Assignment

*insert contact details]*

33.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

34 **Registration of Lease**

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 1952. The Lessor agrees to make title available for that

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

**DOCUMENTS**

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**Form F** *continued*

**Annexure Schedule**

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Lease Instrument

purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

**35 Costs**

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.

**36 Limitation of Liability**

36.1 If any person enters into this lease as trustee of a trust, then that person warrants that:

- (a) that person has power to enter into this lease under the terms of the trust; and
- (b) that person has properly signed this lease in accordance with the terms of the trust; and
- (c) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this lease; and
- (d) all of the persons who are trustees of the trust have approved entry into this lease.

36.2 If any person enters into this lease as trustee of a trust that person's liability under this lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time, except where such liability is a result of that person's fraud or gross negligence.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

*E. Cooke*



**DOCUMENTS**

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**13. NEW ZEALAND POLICE LEASE**

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*E. Cooke* 193 

**DOCUMENTS**

**13: NEW ZEALAND POLICE LEASE**

**[THE TRUSTEES OF TE PUĀWAITANGA O NGĀTI HINERANGI  
IWI TRUST]**

Lessor

**HER MAJESTY THE QUEEN**  
acting by and through the  
**MINISTER OF POLICE**

Lessee

**MEMORANDUM OF LEASE**

*E. A. A. A.* 194





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**13: NEW ZEALAND POLICE LEASE**

Signed for and on behalf of )  
**HER MAJESTY THE QUEEN** )  
acting by and through the )  
**MINISTER OF POLICE** by )  
authorised agent of the Commissioner )  
of New Zealand Police, on behalf of the )  
Commissioner of New Zealand Police )  
in the presence of )



**DOCUMENTS**

**13: NEW ZEALAND POLICE LEASE**

**THE REFERENCE SCHEDULE**

**ITEM 1: LESSOR PARTICULARS:**

Name: [The Trustees of Te Puāwaitanga o Ngāti Hinerangi Iwi Trust]

Address: 40 Jellicoe Road, Matamata, PO Box 20, Matamata

Email: info@ngatihinerangiwi@gmail.com

Telephone: 027 447 0930

Contact person: Dianna Vaimoso

**ITEM 2: LESSEE PARTICULARS:**

Name: Her Majesty the Queen acting by and through the Minister of Police

Address: New Zealand Police, National Property Office, PO Box 3017, Wellington

Fax: (04) 498 7415

Telephone: (04) 474 9473

Contact person: National Property Manager

**ITEM 3: LAND:**

All the land comprised in computer freehold register SA62D/738 (South Auckland Registry)

**ITEM 4: TERM:**

Ten (10) years

**ITEM 5: DATE OF COMMENCEMENT:**

[Drafting note: To be inserted]

**ITEM 6: FURTHER TERMS:**

Perpetual rights of renewal of five (5) years each.



**DOCUMENTS**

**13: NEW ZEALAND POLICE LEASE**

**ITEM 7: RENEWAL DATES:**

The renewal date is ten (10) years from the Date of Commencement and thereafter, in accordance with item 6 of this schedule.

**ITEM 8: ANNUAL RENT:**

\$26,000.00 plus GST per annum

**ITEM 9: REVIEW DATES:**

5 yearly.

**ITEM 10: PERMITTED USE:**

For any Police / Justice related purpose and any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land.

**DOCUMENTS**

**13: NEW ZEALAND POLICE LEASE**

**THE SCHEDULE OF TERMS**

**1 INTERPRETATION**

- 1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:
- 1.1.1 Words importing any gender shall include all other genders.
  - 1.1.2 Words importing the singular shall include the plural and vice versa.
  - 1.1.3 Payments shall be made in the lawful currency of New Zealand.
  - 1.1.4 Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.
  - 1.1.5 References to schedules are references to schedules in this Lease and clauses are references to clauses in this 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 13) unless expressly stated otherwise.
  - 1.1.6 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.
  - 1.1.7 A "person" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust or a Crown entity as defined in Section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise in each case whether or not having separate legal personality.
  - 1.1.8 "writing" shall include words visibly represented or reproduced.
  - 1.1.9 No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition, or duty of the Lessee will be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach of the Lessee will be implied from the Lessor's failure to exercise the Lessor's rights or any of them in respect of that breach.
  - 1.1.10 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.
  - 1.1.11 The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.

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- 1.1.12 The parties acknowledge and agree that certain covenants set out in this Lease (in particular provisions relating to the treatment of Improvements on termination or sooner determination of this Lease) shall continue beyond determination of this Lease for the benefit of the parties notwithstanding such determination.
- 1.1.13 This Lease shall be construed and take effect in accordance with the laws of New Zealand.
- 1.1.14 Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.
- 1.1.15 Any reference in this Lease to "month" or "monthly" shall mean respectively calendar month and calendar monthly.
- 1.1.16 "Authority" means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and any Improvements.
- 1.1.17 "Business Days" means any day, other than a Saturday or Sunday, a statutory or anniversary holiday observed in Auckland or any other day which falls on or between 25 December and 2 January.
- 1.1.18 "Date of Commencement" means the date specified in Item 5 of the Reference Schedule.
- 1.1.19 "Improvements" means all Improvements excluding Lessor's Improvements whether constructed or installed on the Land before or at any time during the term of this Lease (including any renewal or variation extending the term of this Lease), including any building, structure or other improvements on or fixed to the Land and any concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, signage, fixtures and fittings.
- 1.1.20 "The Land" means that land described in the Schedule of Land excluding the Improvements.
- 1.1.21 The expression "Lessor" and "Lessee" includes their respective successors and assigns (if permitted in the case of the Lessee under clause 13) and where the context permits the Lessee includes the Lessee's sublessees and other lawful occupiers of the Land and the Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee).
- 1.1.22 "Lessor's Improvements" means work done or material used on or for the benefit of the Land (whether before or during the term of this Lease including any renewal or variation extending the term of this Lease) in:



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- (a) the draining, excavation, filling, or reclamation of the Land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling or reclamation; or
- (b) the grading or levelling of the Land or the removal of rocks, stone, sand, or soil therefrom; or
- (c) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
- (d) the alteration of soil fertility or of the structure of the soil; or
- (e) the arresting or elimination of erosion or flooding.

1.1.23 "Reference Schedule" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.

1.1.24 "Regional Plan" and "District Plan" shall have ascribed to them the definitions set out in section 2 of the Resource Management Act 1991 and "Regional and District Plans" shall be construed accordingly and shall extend to include any successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.

1.1.25 "Schedule of Land" means the schedule described as such and forming part of this Lease.

1.1.26 "Schedule of Terms" means this schedule described as such and forming part of this Lease.

**2 TERM**

2.1 The term of this Lease shall commence on the Date of Commencement and shall be for the period specified in Item 4 of the Reference Schedule.

2.2 Notwithstanding anything to the contrary herein contained or implied it is agreed that the Lessee may at any time in its sole discretion and without being required to give any reason, terminate this Lease early by providing to the Lessor not less than twelve (12) months notice in writing to that effect PROVIDED THAT:

- (a) No such notice may be given so as to effect termination of this Lease within the first five (5) years of the initial term or the first two (2) years of any renewed term of this Lease.
- (b) The parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have occurred up to the date of termination.

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**3 RIGHT OF RENEWAL OF LEASE**

- 3.1 If the Lessee has not been in any material breach of this Lease and has given to the Lessor written notice to renew this Lease at least three (3) calendar months before the end of each term then the Lessee shall have the right to obtain in accordance with the provisions hereinafter contained a renewed lease of the Land for the term of years specified in Item 6 of the Reference Schedule computed from the relevant date specified in Item 7 of the Reference Schedule and subject to the same covenants and provisions expressed and implied in this Lease.
- 3.2 If the Lessee fails within the time aforesaid to give notice under clause 3.1 as to whether it requires a renewed lease and the Lessor at any time after such expired time has given one month's written notice ("Expiry Notice") to the Lessee advising the Lessee that it has one further month from the date of the Expiry Notice to exercise its right of renewal, and the Lessee fails to advise the Lessor of its desire to renew within that timeframe, then the Lessee shall be deemed to have given notice that a renewed lease is not required and the Lease shall, subject to clause 3.4, terminate at the end of the then current term.
- 3.3 If the Lessee gives notice in writing or is deemed to have given such notice that a renewal is not required then its right for a renewed lease shall cease and this Lease shall terminate on the later of:
- (a) the date which is one month after the date on which such notice is given or is deemed to be given; and
  - (b) the date on which the then current term of the Lease expires.
- 3.4 In circumstances where the current term of the Lease has expired and the Lessee has failed to serve notice within the timeframe specified in clause 3.1 but has not given or been deemed to have given notice that a renewed lease is not required, then the Lessee shall be deemed to be holding over until this Lease is either renewed or terminated in accordance with the provisions of this clause 3.
- 3.5 Any notice by the Lessee under clause 3.1 or clause 3.2 of its desire to accept a renewed lease shall be deemed to constitute a contract between the Lessor and the Lessee for the granting and acceptance of a renewed lease at the rent to be determined under clause 5 for the term set out in Item 6 of the Reference Schedule and subject to the covenants and provisions referred to in clause 3.1.
- 3.6 The term of any renewed lease shall run from the day immediately after the expiry of the prior lease, and the rent thereunder shall accrue from that date instead of the rent reserved in the prior lease, notwithstanding the fact that the renewed lease may not be executed until after that date. Clauses 5.9 and 5.11 shall otherwise apply.
- 3.7 The Lessor shall prepare each memorandum of renewal of this Lease and the Lessee will forthwith enter into and execute such memorandum of renewal of lease.

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**4 RENT**

- 4.1 The Lessee shall pay the annual rent specified in Item 8 of the Reference Schedule from the Date of Commencement until the rent is varied under clause 5 at which time the Lessee will pay rent at the varied rate.
- 4.2 Rent shall be paid on the first day of each month by equal monthly payments in advance with broken period payments due on a proportionate basis for any broken period at the Date of Commencement and on expiry of the Lease term.
- 4.3 All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.

**5 RENT REVIEW PROVISIONS**

- 5.1 The annual rent may be reviewed by either party on the dates specified in Item 9 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 9 of the Reference Schedule (each of such dates being called the "review date"), either party may give notice in writing to the other ("the Notice") of that party's assessment of the annual rent of the Land to apply from that particular review date.
- 5.2 The person or persons (being either of the parties or the experts appointed pursuant to clause 5.6) determining the current market rent in respect of the Land shall, in addition to other relevant factors:
- 5.2.1 Disregard:
- (a) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
  - (b) the value of any goodwill attributable to the Lessee's business; and
  - (c) all Improvements made to the Land; and
- 5.2.2 Have regard to:
- (a) the Lessor's Improvements; and
  - (b) the permitted use under this Lease; and
  - (c) Regional and District Plans.
- 5.3 If the recipient of the Notice (the "Recipient") does not, within 15 Business Days of receipt of the Notice (time being of the essence), serve a written notice on the other party (the "Counter Notice") disputing the new annual rent so notified and set out in the Notice, then the annual rent so notified and set out in the Notice shall be the Rent as from the relevant review date or, in the circumstances prescribed by clause

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5.5, the date of service of the Notice. If the Recipient serves a Counter Notice, such notice shall set out the amount which the Recipient considers to be the new annual rent and the provisions of clause 5.6 shall apply thereafter.

5.4 Neither party shall by reason of its failure to give the Notice prior to any review date forfeit its right to have the annual rent reviewed as from that particular review date.

5.5 The reviewed annual rent which should have been paid from that particular review date shall date back to and be payable from that particular review date, or the date of service of the Notice if such notice is served later than 12 months after the relevant review date and any payment of or receipt for the payment of annual rent due on or after a particular review date shall not prejudice either party's right to demand repayment or payment thereafter of any additional annual rent overpaid or payable pursuant to the provisions of clause 5.9.2.

5.6 Where the Counter Notice is given, the parties shall enter into negotiations to resolve the dispute. Should agreement not be reached within ten (10) Business Days (or such longer period as the parties agree upon in writing) after the date on which the Recipient gives the Counter Notice then:

5.6.1 the parties shall, within fifteen (15) Business Days after the date on which the Recipient gives the Counter Notice, each appoint a valuer ("Valuer") to jointly determine the annual rent. Each Valuer shall be a full registered member of the New Zealand Institute of Valuers and shall be competent to practice as a valuer of ground leases and shall have at least five (5) years experience in valuing ground leases within the district in which the Land is situated and be active in the market at the time of his or her appointment.

5.6.2 if either party fails to appoint a Valuer within the timeframe provided in clause 5.6.1, then the determination of the annual rent shall be made by the sole Valuer within twenty (20) Business Days of the expiry of the timeframe in clause 5.6.1 and such determination of the annual rent shall be final and binding on both parties.

5.6.3 before proceeding with their determination, the Valuers shall agree upon and appoint an umpire who is also qualified in the manner referred to in clause 5.6.1 ("Umpire") and obtain the Umpire's acceptance in writing of his or her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within one month of being instructed to proceed or such other time period as the parties may agree, whichever is the latest.

5.6.4 if the Valuers within ten (10) Business Days of the date on which the last Valuer is appointed either fail to appoint an Umpire or are unable to agree upon an Umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such Institute to appoint an Umpire (also qualified in the manner aforesaid) and obtain the Umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance

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undertakes to hand down his or her determination of the annual rent in the same manner as if he or she had been appointed pursuant to clause 5.6.3.

- 5.6.5 subject to clauses 5.6.2, 5.6.3 and 5.6.4 the Valuers shall, within one (1) month of the date on which the Umpire is appointed, jointly determine the annual rent as at that particular review date.
- 5.6.6 in the event that either Valuer fails to provide to the other his or her written assessment of the annual rent within one (1) month of the Appointment Date, then the annual rent shall be determined by the other Valuer and his or her determination shall be final and binding on both parties.
- 5.6.7 if the Valuers are unable to agree upon a determination within one (1) month of the Appointment Date or within such extended time as the Lessor and Lessee may agree, then the annual rent shall be determined by the Umpire whose determination shall be final and binding on the parties. The Umpire shall without limiting his or her enquiries and conduct of any hearing:
- (a) arrange for a hearing to be conducted without delay;
  - (b) call for evidence in chief to be presented on behalf of each party to be circulated prior to a hearing;
  - (c) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;
  - (d) have due regard to any evidence submitted by the Valuers as to their assessment of the annual rent;
  - (e) take into account any expert witness evidence considered relevant to the hearing;
  - (f) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties;
  - (g) give in his or her determination the reasons therefor in writing.
- 5.6.8 the costs incurred in the determination pursuant to clause 5.6 of the annual rent shall be borne by the parties in the following manner:
- (a) subject to clause 5.6.8(b) each party shall be responsible for the cost of its own appointed Valuer;
  - (b) where the determination is made by a single Valuer pursuant to clause 5.6.2 the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;

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- (c) the parties shall share equally the costs of the Umpire unless any party has acted capriciously or unreasonably in any of the proceedings pursuant to the provisions of this clause 5.6 in which case the Umpire may determine the manner in which such costs shall be apportioned between the parties PROVIDED THAT in all cases if the annual rent to apply from the review date is:
- (1) equal to or exceeding the annual rent nominated in the notice given by the Lessor (whether the Notice or the Counter Notice) then all costs of the Valuers and the Umpire (where applicable) shall be borne by the Lessee alone; or
  - (2) equal to or less than the annual rent nominated in the notice given by the Lessee (whether the Notice or the Counter Notice) then all costs of the Valuers and the Umpire (where applicable) will be borne by the Lessor alone;
  - (3) other than the foregoing then all costs of the Valuers and the Umpire (where applicable) will be borne equally by the Lessor and the Lessee.
- 5.7 The Valuers and Umpire shall be deemed to be acting as experts and not as arbitrators.
- 5.8 Despite any provision in this clause 5, the annual rent agreed, determined or imposed pursuant to this clause 5 shall be the annual rent payable as from the relevant rent review date or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date.
- 5.9 Where a review pursuant to this clause 5 of the annual rent reserved by this Lease is completed after the review date, then:
- 5.9.1 pending completion of the review, annual rent shall be paid at the rate prevailing immediately prior to the relevant review date;
  - 5.9.2 on completion of the review, any increased annual rent payable as from the review date, or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date, shall be paid by the Lessee to the Lessor no later than the date on which the next instalment of annual rent is payable hereunder; and
  - 5.9.3 on completion of the review, any overpayment of annual rent paid as from the review date, or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date, shall be held by the Lessor to the Lessee's credit on account of annual rent next falling due for payment unless the Lessee requests the Lessor in writing to refund such payment in which case the Lessor will comply with that request.



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- 5.10 If any moratorium or other law Act or regulation that applies to this Lease has the effect of postponing any periodic review of annual rent as at the review date then if and whenever such moratorium is lifted or the law, Act or regulation is repealed or amended so as to permit the annual rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, Act or regulation is repealed or amended to the intent that the rent review shall establish the annual rent as at such date and not as at the postponed review date but any subsequent rent review shall take place on the next following review date fixed in accordance with clause 5.
- 5.11 Immediately upon the parties agreeing to a revised annual rent or on determination under clause 5.6 the Lessee shall enter into an appropriate registrable Memorandum of Variation of Lease recording such revised annual rent prepared by the Lessor. The parties shall thereafter do all such things as may be necessary (including signing any documents) to register the Memorandum of Variation of Lease against the relevant certificate of title in respect of the Land.

**6 CHARGES**

- 6.1 The Lessee will pay all charges incurred for 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 or the Lessor to other authorities in respect of such services direct to those authorities.

**7 PAYMENT OF RATES AND IMPOSITIONS**

- 7.1 The Lessee will pay all rates, 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 or any renewed lease 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.
- 7.2 In accordance with section 11(1)(b) of the Local Government (Rating) Act 2002 the Lessee will be entered in the rating information database and the district valuation roll (as these terms are defined in the Local Government (Rating) Act 2002) as the ratepayer in respect of the Land.

**8 GOODS AND SERVICES TAX**

- 8.1 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 Act 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.

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**9 INTEREST ON OVERDUE RENT OR OTHER MONEYS**

- 9.1 Without prejudice to other rights powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount owing by the Lessee to the Lessor whatsoever pursuant to this Lease shall be in arrears and unpaid for fifteen (15) business days after the due day for payment thereof (whether any formal or legal demand therefor shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate being 4 % above the average 90 day bank bill buy rate (described as the BID rate) at 10.45am on the date the payment was due as shown on page BKBM (or its successor page) on the Reuters screen or at a rate based on any successor screen or if there is none at a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default and the said interest shall be recoverable in the same manner as rent in arrears.

**10 USE OF THE LAND AND IMPROVEMENTS**

- 10.1 The Lessee shall be permitted the right to carry on the business specified in Item 10 of the Reference Schedule.
- 10.2 Should any of the uses of the Land and any Improvements be permissible only with the consent or licence of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or licence at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions required and the Lessee shall at all times comply with any conditions of such consent, order or authority obtained.
- 10.3 Where the Lessee is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or other consents from any Authority such as required under section 348 of the Local Government Act 1974, the Lessor agrees that it and any officer, or employee or agent of the Lessor shall not raise any objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.
- 10.4 For so long as Her Majesty the Queen acting by and through the Minister of Police is the Lessee under this Lease, then despite any other provision in this Lease, if at any time during the term of this Lease, the Land cannot be, or can no longer be lawfully used for Police purposes, the Lessee may terminate this Lease on giving reasonable notice to the Lessor.

**11 NO FENCING**

- 11.1 The Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land and any land owned or occupied by the Lessor



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but nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

**12 STATUTORY REQUIREMENTS**

12.1 The Lessee must comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:

12.1.1 ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;

12.1.2 comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land and the requirements imposed and otherwise arising under the Resource Management Act 1991; and

12.1.3 ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety at Work Act 2015.

12.2 The Lessee shall not, during the term of this Lease:

12.2.1 make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;

12.2.2 suffer insolvency, bankruptcy or liquidation or an analogous state;

12.2.3 suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this subclause 12.2.3 shall have no application or effect whilst Her Majesty the Queen Acting By and Through the Minister of Police is the Lessee hereunder.

**13 ASSIGNMENT AND SUBLETTING**

13.1 The Lessee will not without the previous consent in writing of the Lessor assign, transfer or sublease this Lease (in whole or in part), such consent not to be unreasonably or arbitrarily withheld or delayed if the following conditions are fulfilled:

13.1.1 the Lessee submits all relevant information in respect of the proposed assignee, transferee or sublessee ("Disposee") as the Lessor may reasonably require and further demonstrates that the Disposee is respectable, responsible and (in the case of an assignment or transfer) has

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- or shall have the financial resources to meet the Lessee's obligations under this Lease;
- 13.1.2 in the case of an assignment or transfer where the proposed Disposee is a company not listed by the New Zealand Stock Exchange, the Lessee shall have procured that the controlling shareholders of the Disposee have entered into a deed guaranteeing the performance by that company of the terms of this Lease, such guarantee to be in a form reasonably acceptable to the Lessor;
- 13.1.3 in the case of an assignment or transfer, the Lessee shall have procured the execution by the Disposee of a deed of covenant with the Lessor, in a form prepared by the Lessee at the Lessee's expense, whereby the Disposee covenants in favour of the Lessor to be bound by and perform the covenants in this Lease to be observed and performed by the Lessee, provided however that the execution of such a deed shall not release the Lessee from the Lessee's obligations under this Lease; and
- 13.1.4 in the case of an assignment or transfer where the Disposee is a party which is not a Crown entity, the Lessee has at the Lessee's own expense procured the execution and irrevocable release to the Lessor by the Disposee of a variation of this Lease whereby the Lease will cease to be perpetually renewable and the number of further terms will be reduced to four (4) terms of five (5) years each so that the Lease will have a final expiry date if all rights of renewal are exercised at the date of expiration of a period of twenty (20) years following the expiration of the term of the Lease during which the assignment or transfer is effected.
- 13.2 Notwithstanding clause 13.1, where the Crown (as that term is defined in section 7(1) of the Crown Entities Act 2004) remains as the Lessee under this Lease and in occupation of the Land no such consent shall be required from the Lessor except that on each occasion that a different Crown entity (as defined in section 2 of the Public Finance Act 1989) or any other Crown body or State Owned Enterprise assumes the role and obligations of the Lessee under this Lease, the Lessee shall notify the Lessor in writing of that change.
- 13.3 This section 13 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- 13.4 For the purpose of this section 13, any proposed change in the shareholding of the Lessee or any amalgamation under section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be deemed an assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in clause 13.5.
- 13.5 For the purposes of clause 13.1, a proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7(1) of the Crown

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Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control on the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.

- 13.6 Where the Lessor consents to a subletting under clause 13.1, the consent shall extend only to that subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing (including where Lessor consent is required) under this Lease.
- 13.7 Notwithstanding any rule of law or provision of this Lease to the contrary, it is specifically agreed that in the event of an assignment or transfer of this Lease by Her Majesty the Queen ("the Crown"), the following provisions shall apply:
- (a) in the event of an assignment or transfer during the initial Term of the Lease the liability of the Crown shall cease at the expiration date of the initial Term of the Lease, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of the initial Term of the Lease; and
  - (b) in the event of an assignment or transfer during any renewed term of the Lease, the liability of the Crown shall cease and determine as from the expiration of that renewed term, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of such renewed term.

**14 LESSEE'S ACKNOWLEDGEMENT OF RISK**

- 14.1 The Lessee agrees to occupy and use the Land and any Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Improvements thereon except to the extent that the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

**15 QUIET ENJOYMENT / REPUDIATION**

- 15.1 Provided the Lessee performs and observes the covenants, provisions, conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease. For the avoidance of doubt, the phrase

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"person or persons claiming under the Lessor" does not include beneficiaries of any trust of which the Lessor is trustee.

- 15.2 The Lessor is to compensate the Lessee and the Lessee shall be entitled to recover any damages for any loss or damage suffered by reason of any acts or omissions of the Lessor constituting a repudiation of the Lease or the Lessor's obligations under the Lease. Such entitlement shall subsist notwithstanding any cancellation or early termination of the Lease and shall be in addition to any other right or remedy which the Lessee may have.

**16 REGISTRATION**

- 16.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 1952.
- 16.2 The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

**17 IMPROVEMENTS DURING LEASE**

- 17.1 Any Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing.
- 17.2 Throughout the term of this Lease and on any renewal the Lessee shall have the right to alter, construct and demolish any Improvements on the Land without the need to obtain the Lessor's consent provided all obligations required of the Lessee under this Lease relevant to Improvements on the Land are satisfied.
- 17.3 Throughout the term of this Lease and on any renewal the Lessee shall have full and absolute operational control over all Improvements on the Land including, but not limited to, the right to vacate all such Improvements and leave them vacant at any time during the then current term of the Lease.

**18 IMPROVEMENTS ON TERMINATION OF LEASE**

- 18.1 No later than twelve (12) months prior to the expiry of any term of Lease the Lessee may give notice ("the Lessee's Transfer Notice") to the Lessor specifying any Improvements which the Lessee wishes to transfer to the Lessor following expiry of the Lease or renewal. The Lessee's Transfer Notice shall contain details of those Improvements, their current market value and the proposed terms of transfer of the Improvements.
- 18.2 The Lessor agrees to consult with the Lessee regarding the Improvements specified in the Lessee's Transfer Notice, and to consider any proposal to transfer such Improvements. Nevertheless, the Lessee acknowledges that nothing in this clause or in the Lessee's Transfer Notice shall oblige the Lessor to take a transfer of, or to pay any compensation or consideration for, such Improvements.

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- 18.3 If no agreement is reached regarding the transfer of Improvements pursuant to this clause (before six months prior to the expiry of the Lease, or before the earlier termination of the Lease), the following provisions of this clause 18 shall apply.
- 18.4 On termination of this Lease (whether by expiry of time or otherwise) except where the Lessee has exercised any rights of renewal, the Lessee may, but shall not be required by the Lessor to, remove any Improvements specified in a written notice ("the Lessee's Removal Notice") given to the Lessor in accordance with clause 18.5.
- 18.5 The Lessee may, but shall not be required by the Lessor to, remove Improvements that are clearly identified in the Lessee's Removal Notice which must be given no later than three (3) months prior to the expiry of the term (time being of the essence) or one (1) month after any sooner termination.
- 18.6 The Lessee must remove all Improvements specified in the Lessee's Removal Notice within six (6) months from the date of termination (time being of the essence) and must ensure within that time that all services to any Improvements are properly and lawfully disconnected, the Land under any Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed and left in a neat and tidy condition.
- 18.7 If the Lessee fails to remove any Improvements specified in the Lessee's Removal Notice in accordance with clause 18.6 then the Lessor may remove them and all costs and expenses incurred directly and indirectly shall be recoverable against the Lessee.
- 18.8 Any Improvements remaining on the Land after the period referred to in clause 18.6 shall become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.
- 18.9 The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease until it has met its obligations under clause 18.6.
- 18.10 Notwithstanding any other provision of this clause 18, whenever resource consent is required to remove or demolish any Improvements, the Lessee shall use all reasonable endeavours to obtain all necessary consents and shall continue to be obliged to pay rent and outgoings under this Lease that would otherwise have been payable but for the termination of the Lease until such time as the consents are obtained or the Lessor is satisfied on reasonable grounds that the Lessee has used all reasonable endeavours to obtain all necessary consents and produced to the Lessor evidence satisfactory to the Lessor to satisfy this requirement.
- 18.11 Following the completion of any removal of the Improvements under this clause 18, the Lessee shall forthwith yield up the Land in a good, clean, tidy, safe and secure condition having made good any damage caused by such removal. In doing so, the Lessee shall ensure within that time that all services to any Improvements

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are properly and lawfully disconnected, the Land under any Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed.

**19 DESTRUCTION AND REDEVELOPMENT**

19.1 The Lessee shall be entitled to carry out repairs, demolition, relocation, additions, reinstatement or redevelopment to any Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to demolish, relocate, redevelop, replace or add to any Improvements on the Land provided the following conditions are or will be satisfied:

19.1.1 any repair, demolition, relocation, addition, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and

19.1.2 the Lessee is able to obtain all resource and building consents necessary to carry out any works programme;

and upon satisfaction of such conditions the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Improvements or such part of Improvements requiring such work in accordance with the conditions set out above.

19.2 In the event that the Lessee is prevented or unable to reinstate or rebuild in the event of total or partial destruction it may forthwith terminate this Lease provided that in such circumstances the Lessor and the Lessee agree to observe and be bound by the provisions of clause 18.

**20 NOTICES**

20.1 All notices must be in writing and must be served by one of the following means:

20.1.1 in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and

20.1.2 in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:

(a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or

(b) by personal delivery, or by posting by registered or ordinary mail, or (where a party is noted as capable of receiving notices by the following means in the Reference Schedule) by facsimile or email transmission.

20.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:

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- 20.2.1 in the case of personal delivery, when received by the addressee at the address detailed in clause 20.3; and
- 20.2.2 in the case of posting by registered mail, on the third business day following the date of posting to the addressee at the address detailed in clause 20.3 (or, if previously notified by the other party, to such other address as is notified); and
- 20.2.3 in the case of facsimile or email transmission, on the business day following the date of sending to the addressee's facsimile number or email address designated in clause 20.3 provided:
- (a) in the case of facsimile transmission, that the sender produces a confirmation notice that the facsimile has been sent on that day;
  - (b) or, in the case of email transmission, the sender does not receive an email rejection notification.

20.3 Details for Notices:

**Lessor:**

[Te Puāwaitanga o Ngāti Hinerangi Iwi Trust]  
40 Jellicoe Road  
PO Box 20  
Matamata

Email: info.ngatihinerangiwi@gmail.com

**Lessee:**

Manager Property  
Police National Headquarters  
PO Box 3017  
Wellington

Fax: 04 498 7415

- 20.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Lessor, it is to be supported by satisfactorily written delegation from the Lessor confirming the appointment of the party giving the notice.
- 20.5 A notice served on a day which is not a Business Day shall be deemed to have served on the next Business Day thereafter.

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**21 DEFAULT BY LESSEE**

21.1 The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the land at the time or any time thereafter:

21.1.1 If the rent shall be in arrear twenty (20) business days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) business days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;

21.1.2 In case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with Section 246 of the Property Law Act 2007;

and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

21.2 In the event that the Lease is terminated by the Lessor in accordance with clause 21.1, the Lessee's obligations under clause 18 with respect to Improvements must be satisfied.

**22 DISPUTE RESOLUTION**

22.1 Any dispute or difference 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 differences.

22.2 If the parties cannot resolve a dispute or difference within fifteen (15) business days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference 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).

22.3 If the parties cannot agree on any dispute resolution technique within a further fifteen (15) business days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under clause 22.2 then the dispute or difference 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 1996 or any successor Act.

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- 22.4 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.

**23 COSTS**

- 23.1 The parties shall each pay their own solicitors' costs on preparing and finalising this Lease or any renewal or variation of this Lease.
- 23.2 The Lessee shall be responsible for payment of all registration fees including agency charges imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.
- 23.3 The Lessee shall pay 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 observation of any of the terms, covenants and conditions of this Lease.

**24 LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS**

- 24.1 The Lessor will have the right to inspect the Land no more than twice each year during the term or any renewal of this Lease with valuers or other experts and consultants provided such inspections are carried out at times reasonably acceptable to the Lessee on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. Any such inspections should be carried out in accordance with the Lessee's security and health and safety requirements and the Lessee shall have the right to change any suggested time to a mutually convenient time.
- 24.2 Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lessee for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.
- 24.3 If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:
- 24.3.1 complete a security check on terms reasonably acceptable to the Lessee;
- 24.3.2 provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing; and
- 24.3.3 familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.

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- 24.4 The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.
- 24.5 The Lessee will during the period of three (3) months prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees or purchasers and allow the Lessor to affix to the Land appropriate sale or reletting notices.

**25 DISPOSAL OF LESSOR'S INTEREST**

- 25.1 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and the consent of the Lessee shall not be required except in such circumstances where a different fully owned subsidiary of the Lessor assumes the role and obligations of the Lessor under this Lease, the Lessor shall then be required to notify the Lessee in writing of that change.
- 25.2 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land to a body which is not a fully owned subsidiary of the Lessor provided that:
- 25.2.1 any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and
- 25.2.2 for so long as the Lessee is the Crown (as that term is defined in section 2 of the Public Finance Act 1989) or a Crown entity (as that term is defined in section 7(1) of the Crown Entities Act 2004) the following further provisions shall apply:
- (1) The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).
  - (2) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:
    - (a) The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or
    - (b) The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within five (5) business days of receiving the Lessor's advice pursuant to clause 25.2.2(1) above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

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**13: NEW ZEALAND POLICE LEASE**

- (3) If the Lessor does not receive written notice from the Lessee pursuant to clause 25.2.2(2)(a) or 25.2.2(2)(b) above together with grounds to substantiate its reasonable apprehension within five (5) business days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.
- (4) If the Lessee objects to the proposed Assignee in accordance with clause 25.2.2(2)(a) or 25.2.2(2)(b) above, then the Lessor shall not dispose of its interest to the proposed Assignee.
- (5) If the Lessor fails to advise the Lessee in writing of the disposal of its interest in the Land and the Lessee has objections to the proposed Assignee based on those reasons set out in clauses 25.2.2(2)(a) or 25.2.2(2)(b) above, then the Lessee shall be entitled within 20 Business Days of the disposal (time being of the essence) to terminate this Lease on seven (7) days written notice and the Lessee's obligations under this Lease shall cease from the expiration of such notice.

**26 HOLDING OVER**

- 26.1 If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) business days written notice at the rent then payable per month for the Land and otherwise on the same covenants and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

**27 INSURANCE**

- 27.1 The Lessee is responsible for insuring or self insuring any Improvements on the Land.
- 27.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance against all public liability.
- 27.3 Under no circumstances shall the Lessor be required to contribute towards the cost of any insurances effected under this clause 27.

**28 EXCLUSION OF IMPLIED PROVISIONS**

- 28.1 The following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

28.1.1 clause 10 - Premises unable to be used for particular purpose;

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28.1.2 clause 11 - Power to inspect premises.

**29 CONTAMINATION**

- 29.1 Upon the expiry or early determination of this Lease, the Lessee agrees to forthwith remedy any Contamination caused by the use of the Land by the Lessee (including its predecessors) or its agents prior to or during the Term of the Lease by restoring the Land to a standard reasonably fit for (and in compliance with law for) human habitation.
- 29.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.
- 29.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

**30 LIMITATION OF LIABILITY**

- 30.1 If any person enters into this Lease as trustee of a trust, then that person's liability under this Lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time.



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**SCHEDULE OF LAND**

Section 18-19 Block VIII Matamata Township and Defined on Survey Office Plan 13203, being the land comprised in computer freehold register SA62D/738 (South Auckland Registry)



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**13. NEW ZEALAND POLICE LEASE**

**LEASE OF FREEHOLD**

Correct for the purposes of the Land  
Transfer Act 1952

**[THE TRUSTEES OF TE PUĀWAITANGA O NGĀTI HINERANGI IWI TRUST]**

Lessor

**HER MAJESTY THE QUEEN**

acting by and through the

**MINISTER OF POLICE**

Lessee

Particulars entered in the Register  
on the date and at the time recorded

District Land Registrar Assistant of  
the Wellington Land Registry

