

NGĀTI RANGITIHI
and
TE MANA O NGĀTI RANGITIHI TRUST
and
THE CROWN

DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS

DOCUMENTS

TABLE OF CONTENTS

1.	WHENUA RĀHUI	1
2.	STATEMENTS OF ASSOCIATION	4
3.	DEEDS OF RECOGNITION	7
3.1	Deed of Recognition – Minister of Conservation and Director-General of Conservation	8
3.2	Deed of Recognition – Commissioner of Crown Lands	16
4.	CROWN MINERALS PROTOCOL	24
5.	RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION...	33
6.	RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT	46
7.	LETTER OF RECOGNITION FROM THE MINISTRY FOR PRIMARY INDUSTRIES	55
8.	WHAKAAETANGA TIAKI TAONGA	59
9.	LETTER OF INTRODUCTION TO NGĀ TAONGA WHITIĀHUA ME NGĀ TAONGA KŌRERO	86
10.	ENCUMBRANCES	90
10.1	Te Tapahoro property conservation covenant	91
10.2	Te Tapahoro property easement for specified rights	104
10.3	Waimangu Volcanic Valley right of way easement.....	116
10.4	Ōtūkapuarangi right of way easement	125
10.5	Otaramuturangi right of way easement	134
10.6	Te Kahao o Rongomai right of way easement	143
10.7	Awarua right of way easement	152
10.8	Te Tapahoro Campground right of way easement 1	161
10.9	Te Tapahoro Campground right of way easement 2	172
11.	MINISTRY OF EDUCATION LEASE	182
12.	DEED OF RIGHT OF FIRST OFFER	207

1 WHENUA RĀHUI

WHENUA RĀHUI CREATED OVER LAKE TARAWERA HISTORIC RESERVE AND PART LAKE TARAWERA SCENIC RESERVE

Description of area

- 1.1 The area over which the whenua rāhui is created is 1854.2000 hectares, more or less, being Section 3 SO 354520. Part *Gazette* notice S643146. Subject to survey. As shown on deed plan OMCR-102-020.

Preamble

- 1.2 Pursuant to section 42 of the [Settlement Legislation] (clause 5.97 of the Deed of Settlement), the Crown acknowledges the statement by Ngāti Rangitihi of their cultural, spiritual, historic and/or traditional values relating to Lake Tarawera Historic Reserve and part Lake Tarawera Scenic Reserve, as set out below.

Ngāti Rangitihi values

- 1.3 Ngāti Rangitihi occupation of the land surrounding Lake Tarawera commenced not long after Rangiaohia and his children left Pakotore Pā. They initially settled on the south eastern shore of Lake Rotoiti where Rangiaohia built a pā (Ngauhu) with his eldest son Tauahoehowaka. Some time later Rangiaohia, Rakauheketara, Mahi (Rangiaohia's second son) and his wife Rangitihikahira moved further south to Lake Tarawera. From that time until the present day the three peaks of Wahanga, Ruawahia and Tarawera are of great significance to Ngāti Rangitihi with urupā located in the vicinity containing the mauri of generations of Ngāti Rangitihi tūpuna. The maunga Ruawahia contained an ancient and important urupā that was destroyed in the 1886 eruption. Lake Tarawera and its adjacent ridgelines, lands and lakes are also of immense cultural importance to Ngāti Rangitihi.
- 1.4 After the death of Rangiaohia, his son Mahi inherited his father's mana as the tohunga line of Rangitihi. It is the six sons of Mahi that make up the several hapu of Ngāti Rangitihi today; Rongomai, Ihu, Pikiāo, Mokaiketeriki, Tuahakura and Tukaipia.
- 1.5 Mahi divided up the land amongst his sons, and all their children occupied various places around the Lake.
- 1.6 The Ngāti Rangitihi who occupied Ngawhaua were the historic hapū Ngāti Tukaipia and Ngāti Pikiāo-o-Mahi. Those who lived at Te Kaputi, Te Pahou and Te Takapou were Ngāti Te Apiti of the line of Rongomai. Ngatapu or Ohapu was occupied by Pikiāo (o Mahi) himself. The Ngāti Rangitihi historic hapū Ngāti Matuku lived at Ōtūkapuarangi (Pink Terraces).
- 1.7 The three peaks that make up Mount Tarawera are all sacred maunga to Ngāti Rangitihi; none more so than Wahanga - the ancient peak where many Ngāti Rangitihi chiefs were

DOCUMENTS

1: WHENUA RĀHUI

buried. The numerous burial caves, while not visible, are able to be located by Ngāti Rangitihi kaumatua. The maunga also provided Ngāti Rangitihi sustenance. On its margins poroporo, miro and karaka were available food sources both directly as berries and indirectly through the taking of kereru and other bird life.

- 1.8 The 10 June 1886 eruption of Mount Tarawera was devastating for Ngāti Rangitihi as Ngāti Rangitihi lost not only their paramount chief, but also a number of other senior chiefs of the iwi. The loss of life and land affected Ngāti Rangitihi to its core and has been a mamae that the iwi has carried down through the generations. It is only now that Ngāti Rangitihi have been able to give their korero their way.
- 1.9 Therefore the values that Ngāti Rangitihi prescribe for their mountain reflect their generations of occupation.

Protection Principles

- 1.10 The following Protection Principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, Ngāti Rangitihi values related to Lake Tarawera Historic Reserve and part Lake Tarawera Scenic Reserve:
- 1.10.1 protection of wahi tapu, indigenous flora and fauna and the wider environment within Lake Tarawera Historic Reserve and part Lake Tarawera Scenic Reserve;
 - 1.10.2 recognition of the mana, kaitiakitanga and tikanga of Ngāti Rangitihi within Lake Tarawera Historic Reserve and part Lake Tarawera Scenic Reserve;
 - 1.10.3 respect for Ngāti Rangitihi tikanga within Lake Tarawera Historic Reserve and part Lake Tarawera Scenic Reserve;
 - 1.10.4 encouragement of the respect for the association of Ngāti Rangitihi with Lake Tarawera Historic Reserve and part Lake Tarawera Scenic Reserve;
 - 1.10.5 accurate portrayal of the association of Ngāti Rangitihi with Lake Tarawera Historic Reserve and part Lake Tarawera Scenic Reserve; and
 - 1.10.6 recognition of the relationship of Ngāti Rangitihi with the wahi tapu and wahi whakahirahira.

Actions by the Director-General of Conservation in relation to specific principles

- 1.11 Pursuant to clause 5.97 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:
- 1.11.1 Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about Ngāti Rangitihi values and the existence of the whenua rāhui and will be encouraged

DOCUMENTS
1: WHENUA RĀHUI

to respect Ngāti Rangitihi association with Lake Tarawera Historic Reserve and part Lake Tarawera Scenic Reserve;

- 1.11.2 the Department of Conservation will work with Ngāti Rangitihi on the design and location of new signs to discourage inappropriate behaviour, including fossicking, the modification of wahi tapu sites and disturbance of other taonga;
- 1.11.3 the public will be informed that the removal of all rubbish and wastes from Lake Tarawera Historic Reserve and part Lake Tarawera Scenic Reserve is required;
- 1.11.4 Ngāti Rangitihi's association with Lake Tarawera Historic Reserve and part Lake Tarawera Scenic Reserve will be accurately portrayed in all new Department of Conservation information and educational material;
- 1.11.5 Te Mana o Ngāti Rangitihi Trust Trustees will be consulted regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Ngāti Rangitihi's cultural information with the consent of Te Mana o Ngāti Rangitihi Trust;
- 1.11.6 significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible;
- 1.11.7 where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Mana o Ngāti Rangitihi Trust Trustees will be consulted and particular regard will be had to their views, including those relating to koiwi (human remains) and archaeological sites; and
- 1.11.8 any koiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and Te Mana o Ngāti Rangitihi Trust Trustees informed as soon as possible to enable Ngāti Rangitihi to deal with the koiwi or taonga in accordance with their tikanga, subject to any procedures required by law.

2 STATEMENTS OF ASSOCIATION

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

Lake Tarawera Historic Reserve and part of Lake Tarawera Scenic Reserve

Ko Ruawahia te Maunga,
Ko Tarawera te Awa,
Ko Ngāti Rangitihi te Iwi,
Ko Mokonuiarangi te tangata.

Ruawahia is the mountain,
Tarawera is the river,
Ngāti Rangitihi is the iwi,
Mokonuiarangi is the ancestor.

The mana of Ngāti Rangitihi is commanded by the majesty and dominance of the Maunga Ruawahia descending to its sacred waters of Lake Tarawera.

Kai raro i te putake, te ruruhau o to tatou maunga.

He maha nga pā, nga kainga, nga urupā ana koiwi, nga mahinga kai, pā tuna, taunga ika, mai Kakaramaea ki Okaro, Rotomahana, Te Ariki, Moura, Tapahoro tae atu ki Te Kohao o Rongomai, Te Auheke o Tionga, Te Awa o Te Atua.

Beneath the base, the shelter of our mountain.

There are many fortified villages, homes, human bone burial caves, cultivations, eel traps and fishing grounds, from Kākaramaea to Okaro, Rotomahana, Te Ariki, Moura, Tapahoro to Te Kohao o Rongomai, Te Auheke o Tionga, Te Awa o Te Atua.

These are the places associated with our mountain.

Ngāti Rangitihi has retained its connections to the Lake Tarawera Scenic Reserve lands through its land holdings at Ruawahia, Onuku, Rerewhakaitu, Moura, Te Ariki and Matarumakina.

Hei ahakoa te iti me te rahi o te korero noa iho o Ngāti Rangitihi.

Crater Block Crown Land

Crater Block Crown Land, located south of the Tarawera Maunga

This area is part of Rerewhakaitu No.1 block. It contains many mahinga kai, cultivation places, and kāinga/villages.

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Tarawera Cut Wildlife Management Reserve

Adjacent to the western side of the Tarawera River, 1 km south of Thornton Road

This site is where Te Oheu, the Ngāti Rangitihi pā tuna was located. The Tarawera Cut Wildlife Management Reserve also contains several wāhi tapu.

Tarawera River Marginal Strips

Marginal strips adjacent to the Tarawera River

The following pā tuna, Otamaka, Pakepake, Okuha, Ngahuinga, and Tuturautawhiri, were located in the upper reaches of the awa from the Tumutara crossing to the outlet.

Tarawera River

The traditions of Ngāti Rangitihi confirm the cultural, historical and spiritual importance of the Tarawera River to them. These traditions represent the links between the world of their tūpuna and present generations. They reinforce Ngāti Rangitihi tribal identity, and are continually expressed in whakapapa, waiata, kōrero, and purakau.

"Tapatapa tu ki te rangi, tapatapa tu ki te whenua, ko te arawa te waka, ko Tamatekapua te tangata, tau ana te waka i te one o Te Kopu a kuku, i te puau o Te Awa o Te Atua, toka tu te kohatu Mimiha i te puau o te awaiti, ki te kuraetanga o te ihu o Tamatekapua i te kuiti i Maketu".

"I recite incantations to the sky and to the land, 'tis Te Arawa the canoe, 'tis Tamatekapua the great chief, the canoe that landed at Te Kōpū-a-Kuku at the river mouth of Te Awa-o-Te-Atua, Mimiha, the standing rock at the river mouth of the awaiti, at the ridge of Tamatekapua's nose at Maketu point."

The Tarawera River is a significant link between Ngāti Rangitihi lands ki uta (inland) and its lands ki te tai (on the coast) at Otamarora. Tapahoro Pā at the outlet of Lake Tarawera cemented Ngāti Rangitihi connection with the Tarawera River. Arama Karaka Mokonuiarangi identified the several Ngāti Rangitihi pā tuna from the lake outlet as far down the River as Mihimarino. This connection is expressed by Ngāti Rangitihi by "Mai maunga Tarawera ki Te Awa o Te Atua" – from the mountain to the sea.

Te Kauae

Ash Pit Road Marginal Strip, west of Lake Rerewhakaaitu

This marginal strip adjacent to Te Kauae is a high ground significant to Ngāti Rangitihi. It is an aukati (a boundary) marking a prohibited area that was last used as such following the battle of Pukekaikahu.

Lake Rerewhakaaitu Recreation Reserve

Areas adjacent to Lake Rerewhakaaitu

Sites of significance in this area include: *Mutumataia Pā - ki te taha rawhiti o te moana; Maraekura - he maara kumara i te Pa o Mutumataia; Te Awaroa pa - ki te uru tonga o te moana; Wharewera - he kainga; Te Awaatua - ki te uru o te moana; Te Kopiha - ki te raki o te moana. he kainga o Ngāti Rangitihi, he waahi pakanga; Keteinanga - nga tauranga ika kei*

DOCUMENTS

2: STATEMENTS OF ASSOCIATION

runga i nga moutere i roto i te moana; Raepuku - he Pa kainga; Pukekaikahu - ki te tonga rawhiti o te moana. he waahi pakanga i te tau 1821; Kauae - he kainga o Ngāti Rangitahi i waenganui i te moana o Rerewhakaaitu me Rotomahana.

Sites of significance in this area include: Mutumataia Village - to the eastern side of the lake; Maraekura - a kūmara cultivation at Mutumataia Village; Te Awaroa Village - to the south-western side of the lake; Wharewera - a home; Te Awaatua - to the west of the lake; Te Kopihā - to the north of the lake, a home of Ngāti Rangitahi, a battle site. Keteinanga - fishing grounds on the islands in the lake; Raepuku - a home village; Pukekaikahu - to the south-east of the lake, a battle site from 1821; Kauae - a home of Ngāti Rangitahi situated between lakes Rerewhakaaitu and Rotomahana.

Ngāti Rangitahi erected rāhui to protect their flax-gathering places, along with the places where fern root was dug, specific tuna gathering places and sites where ducks were found on the lake itself.

Rerewhakaaitu Conservation Area

East of Lake Rerewhakaaitu

This area is a whenua roharohai, or seasonal resource gathering area, that Ngāti Rangitahi shared with a hapū of another iwi.

Ohinekoao Scenic Reserve

Adjacent to the western side of Herepuru Road

There are number of pā sites to be found above the cliffs. There are a number of associated middens either at the pā sites or in their vicinity. Te Whakarewa, a kohatu hoanga (a sacred stone used for sharpening), was located on this land. Te Whakarewa is now held in the Auckland War Memorial Museum collection. It was a significant boundary marker and also the name of a boundary line from the coast inland to Maungawhakangahau.

Ohinekoao Recreation Reserve

Adjacent to the south side of State Highway

Several Ngāti Rangitahi pā, including Te Mimiha Pā were located here.

3 DEEDS OF RECOGNITION

DOCUMENTS

3: DEEDS OF RECOGNITION

3.1 Deed of recognition – Minister of Conservation and Director-General of Conservation

DOCUMENTS
3: DEEDS OF RECOGNITION

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 Rangitihi; and

1.1.2 The trustees of Te Mana o Ngāti Rangitihi 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 with the following areas (the statutory areas):

1.2.1 Part Lake Tarawera Scenic Reserve (as shown on deed plan OMCR-102-029);

1.2.2 Crater Block Crown Land (as shown on deed plan OMCR-102-028);

1.2.3 Tarawera Cut Wildlife Management Reserve (as shown on deed plan OMCR-102-030).

1.3 Those statements of association are –

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 Ngāti Rangitihi Claims Settlement 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:

DOCUMENTS
3: DEEDS OF RECOGNITION

- 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:
 - (c) to assess current and future visitor activities:
 - (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.

DOCUMENTS
3: DEEDS OF RECOGNITION

- 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.

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

DOCUMENTS
3: DEEDS OF RECOGNITION

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 Rangitihi have the meaning given to them by the deed of settlement; and

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

statement of association means each 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 meanings 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 –

DOCUMENTS

3: DEEDS OF RECOGNITION

- 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
3: DEEDS OF RECOGNITION

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
3: DEEDS OF RECOGNITION

Schedule

Copies of Statements of Association

Part Lake Tarawera Scenic Reserve (as shown on deed plan OMCR-102-029)

[*statement of association*]

Crater Block Crown Land (as shown on deed plan OMCR-102-028)

[*statement of association*]

Tarawera Cut Wildlife Management Reserve (as shown on deed plan OMCR-102-030)

[*statement of association*]

DOCUMENTS

3: DEEDS OF RECOGNITION

3.2 Deed of recognition – Commissioner of Crown Lands

DOCUMENTS
3: DEEDS OF RECOGNITION

THIS DEED is made by **THE CROWN** acting by the Commissioner of Crown Lands

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 Rangitihi (the settling group); and
 - 1.1.2 the trustees of the Te Mana o Ngāti Rangitihi Trust (the governance entity).
- 1.2 In the deed of settlement, the settling group made a statement of the settling group's particular cultural, spiritual, historical, and traditional association with the following area (the statutory area):
- 1.2.1 Tarawera River (as shown on deed plan OMCR-102-031):
- 1.3 That 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 statement of association in the Ngāti Rangitihi Claims Settlement Act [**year**], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

- 2.1 The Commissioner of Crown Lands must, if undertaking an activity specified in clause 2.2 in relation to the 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 the statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
- 2.2.1 considering an application for a right of use or occupation (including renewing such a right):
 - 2.2.2 preparing a plan, strategy, or programme for protection and management:
 - 2.2.3 conducting a survey to identify the number and type of users that may be appropriate:
 - 2.2.4 preparing a programme to eradicate noxious flora and fauna.
- 2.3 The Commissioner of Crown Lands must, when consulting the governance entity under clause 2.1, –

DOCUMENTS

3: DEEDS OF RECOGNITION

- 2.3.1 provide the governance entity with sufficient information to make informed decisions, and
- 2.3.2 inform the governance entity of an application referred to in clause 2.2.1, but may withhold commercially sensitive information and material included within, or relating to, the application.

3 LIMITS

3.1 This deed –

- 3.1.1 relates only to the part or parts of the statutory area owned and managed by the Crown; and
- 3.1.2 does not relate to the waters of the river; and
- 3.1.3 relates only to the part or parts of the bed of the river that –
 - (a) are owned and managed by the Crown; and
 - (b) are not land that the waters of the river do not cover at its fullest flow without overlapping its banks; and
 - (c) are not the bed of an artificial watercourse or tributary; and
- 3.1.4 does not require the Crown to undertake, increase, or resume any identified activity; and
- 3.1.5 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
- 3.1.6 is subject to the settlement legislation; and
- 3.1.7 does not affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw; and
- 3.1.8 does not affect the lawful rights or interests of any person; or
- 3.1.9 grant, create or provide evidence of an estate or interest in, or rights relating to, the statutory area; and
- 3.1.10 does not prevent the Crown from entering into a Deed of Recognition with a person or persons other than the trustees of the Te Mana o Ngāti Rangitahi Trust in relation to the statutory area.

DOCUMENTS
3: DEEDS OF RECOGNITION

4 TERMINATION

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

4.1.1 the governance entity and the Commissioner of Crown Lands 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 Commissioner of Crown Lands to another Crown official or Minister.

4.2 If this deed terminates under clause 4.1.3 in relation to the 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 Crown official or Minister responsible for that activity.

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 –

Commissioner of Crown Lands
Level 7 Radio New Zealand House
155 The Terrace
WELLINGTON 6011

6 AMENDMENT

6.1 This deed may be amended only by written agreement signed by the governance entity and the Commissioner of Crown Lands.

7 NO ASSIGNMENT

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

8 DEFINITIONS

8.1 In this deed –

Commissioner of Crown Lands means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948; and

Crown means Her Majesty the Queen in right of New Zealand; and

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

DOCUMENTS
3: DEEDS OF RECOGNITION

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

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

identified activities means the activities specified in clause 2.2; and

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

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 the 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 –

DOCUMENTS

3: DEEDS OF RECOGNITION

- 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.

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

SIGNED for and on behalf of
THE CROWN by –

The Commissioner of Crown Lands in
the presence of –

WITNESS

Name:

Occupation:

Address:

DOCUMENTS

Schedule

Copy of Statement of Association

Tarawera River (as shown on deed plan OMCR-102-031)

4 CROWN MINERALS PROTOCOL

DOCUMENTS
4: CROWN MINERALS PROTOCOL

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH NGĀTI RANGITIHI 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 Te Mana o Ngāti Rangitihī Trust (**Ngāti Rangitihī**) 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 Rangitihī on matters specified in the Protocol.
- 1.2 Both the Ministry and Ngāti Rangitihī 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 Mana o Ngāti Rangitihī Trust is the governance entity of Ngāti Rangitihī and represents Ngāti Rangitihī.
- 1.5 Ngāti Rangitihī are tāngata 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 Rangitihī 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 Rangitihī 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 Attachment A and does not go beyond the sovereign territory of New Zealand.

DOCUMENTS

4: CROWN MINERALS PROTOCOL

4 TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to section [x] of [x] (the “**Settlement Legislation**”) that implements clause [x] 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 Rangitihi 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 Rangitihi 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

4: 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 Secretary 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 Rangitihi 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 Rangitihi in accordance with this Protocol if matters described in clause 5.1 of this Protocol may affect the interests of Ngāti Rangitihi.
- 6.2 For the purposes of clause 6.1, the basic principles that will be followed by the Ministry in consulting with Ngāti Rangitihi in each case are:
- (a) ensuring that Ngāti Rangitihi is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;
 - (b) providing Ngāti Rangitihi with sufficient information to make informed decisions and submissions;

DOCUMENTS

4: CROWN MINERALS PROTOCOL

- (c) ensuring that sufficient time is given for the participation of Ngāti Rangitihi in the decision making process and to enable it to prepare its submissions; and
- (d) ensuring that the Ministry will approach the consultation with Ngāti Rangitihi with an open mind, and will genuinely consider the submissions of Ngāti Rangitihi.

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 Ngāti Rangitihi;

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

4: CROWN MINERALS PROTOCOL

and, except in sections 10 and 11, 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 Rangitihi under the Settlement Legislation and the Deed of Settlement and includes this Protocol.

DOCUMENTS

4: CROWN MINERALS 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

4: CROWN MINERALS PROTOCOL

<p>ATTACHMENT A PROTOCOL AREA MAP</p>

[To be inserted]

DOCUMENTS

4: 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 Rangitihī may cancel this Protocol.
- 1.2 The Protocol can only be amended by agreement in writing between the Minister and Ngāti Rangitihī.

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 25).

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 23); 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 Rangitihī or a representative entity (section 23); or
 - 3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section 25); or
 - 3.1.4 affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011.

DOCUMENTS

4: CROWN MINERALS PROTOCOL

- 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 Rangitihi may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 23).
- 4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.109).

5 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

Ngāti Rangitihi through the Ngāti Rangitihi Deed of Settlement

DOCUMENTS

5: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

1. PURPOSE

- 1.1 This Conservation Relationship Agreement (“Agreement”) sets out how the Department of Conservation (the “Department”) and the Ngāti Rangitihi Post-Settlement Governance Entity (“Ngāti Rangitihi”) will work together in fulfilling the agreed strategic objectives across the Ngāti Rangitihi 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 Rangitihi and the Department.
- 1.3 This Agreement should be read subject to the Ngāti Rangitihi Deed of Settlement.
- 1.4 Ngāti Rangitihi and the Department acknowledge that this Agreement does not create an exclusive relationship
- 1.5 This Agreement shall apply within the Ngāti Rangitihi Area of Interest.

2. IWI MANAGEMENT PLAN

- 2.1 The Ngāti Rangitihi Post-Settlement Governance Entity has an iwi management plan that records Ngāti Rangitihi’s relationship with the land within the Korowai Whakapiri, including cultural and heritage values, and the location of wāhi tūpuna and wāhi tapu and the use of traditional resources. The Ngāti Rangitihi Post-Settlement Governance Entity may provide relevant parts of the iwi management plan to the Department. However, the Ngāti Rangitihi Post-Settlement Governance Entity may decide that any review of the iwi management plan, in part, is confidential to Ngāti Rangitihi and (subject to any legal obligation under legislation such as the Official Information Act 1982) may require the Department not to disclose those parts of the plan.

3. ROLES AND RESPONSIBILITIES

- 3.1 The Department of Conservation *Te Papa Atawhai* (the Department) is the central government agency charged with the responsibility for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- 3.2 The Ngāti Rangitihi Post-Settlement Governance Entity, the Minister and the Director-General are committed to supporting the restoration and protection of the health and wellbeing of the Ngāti Rangitihi Area of Interest for present and future generations.
- 3.3 Ngāti Rangitihi have cultural, spiritual, traditional and historic associations with the land, waters and indigenous flora and fauna within the Area of Interest and accept a responsibility as kaitiaki under tikanga Māori to preserve, protect, and manage natural and historic resources.
- 3.4 The Department’s functions include managing “for conservation purposes, all land, and all other natural and historic resources” under the Conservation Legislation. The Department has a responsibility under section 4 of the Conservation Act to interpret and administer the Conservation Legislation so as to give effect to the principles of Te Tiriti o Waitangi / The Treaty of Waitangi.

DOCUMENTS

5: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

4. COMMUNICATION

- 4.1 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 Rangitihi Area of Interest:
 - (i) in accordance with the commitments in this agreement; and
 - (ii) as agreed by the Ngāti Rangitihi Post-Settlement Governance Entity and the Department; and
 - (e) advising each other of any matters of significance to Ngāti Rangitihi that relate to the Ngāti Rangitihi Area of Interest.

5. STRATEGIC COLLABORATION

- 5.1 At the first opportunity available in the DOC business planning cycle after the signing of this Agreement the parties will meet to agree long-term strategic objectives for their relationship.
- 5.2 Thereafter, the Governance Entity will meet with senior staff of the Department within the 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.
- 5.3 The Governance Entity may advise the Department that meetings with specific hapu are required on particular issues.
- 5.4 Governance Entity and the Department undertake business planning processes prior to the beginning of each new financial year. These business planning processes determine the Ngāti Rangitihi Post-Settlement 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 and appropriate 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.
- 5.5 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.
- 5.6 As part of annual discussions, and as part of ongoing dialogue, the parties will advise each other of:

DOCUMENTS

5: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

- (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 Rangitihi 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. Nga Whenua Rahui (either jointly or individually with the support of the other party).
- 5.7 Each year, the parties will report to the other on the work they have carried out in the previous financial year to progress the strategic objectives for the relationship.
- 5.8 The Department has statutory obligations to prepare and/or update Statutory Planning Documents, including the Bay of Plenty Conservation Management Strategy. The Department may also prepare, for public conservation land, Conservation Management Plans under the Conservation Act 1987 and Reserve Management Plans under the Reserves Act 1977.
- 5.9 The Department and the Governance Entity will meet to identify and seek to address issues affecting Ngāti Rangitihi 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 Rangitihi Area of Interest.

6. FRESHWATER FISHERIES

- 6.1 Ngāti Rangitihi and the Department share aspirations for conservation of freshwater fisheries within the Ngāti Rangitihi Area of Interest.
- 6.2 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 Fishing Regulations 1994. 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 1991 processes.
- 6.3 Ngāti Rangitihi have cultural, spiritual, traditional and spiritual associations with tuna and kokopu as taonga species.
- 6.4 The parties will co-operate in the conservation of freshwater fisheries and freshwater habitats within the Ngāti Rangitihi Area of Interest. 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.

DOCUMENTS

5: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

7. MARINE ANIMALS

- 7.1 The Department and the Governance Entity acknowledge they have agreed to an operational Marine Mammals Protocol and intend to use that Protocol for interactions relating to marine mammals.
- 7.2 The Department and the Governance Entity acknowledge the Protocol referred to in clause 7.1 is a living document that can be amended if agreed by both parties.
- 7.3 The Department and the Governance Entity agree that a copy of the Protocol referred to in 7.1 will be readily available to all staff of both organisations.

8. STATUTORY AUTHORISATIONS

- 8.1 The strategic objectives for the relationship will guide the parties to determine appropriate engagement on Statutory Authorisations within the Ngāti Rangitihi Area of Interest.
 - 8.2 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 Rangitihi. 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 Rangitihi 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 Rangitihi Area of Interest.
 - 8.3 As the Department works within time limits to process statutory authorisations applications, at the earliest opportunity it will notify the Governance Entity of the time frames for providing advice on impacts on the cultural, spiritual and historic values of Ngāti Rangitihi.
 - 8.4 Before issuing statutory authorisations to carry out activities on land managed by the Department within the Ngāti Rangitihi Area of Interest, the Department will encourage communication between the applicant for the statutory authorisation and the Ngāti Rangitihi Post-Settlement Governance Entity;
 - 8.5 When issuing or renewing statutory authorisations that give authority for other parties to manage land administered by the Department, the Department will:
 - (a) encourage third parties to consult with the Ngāti Rangitihi Post-Settlement Governance Entity before using cultural information of Ngāti Rangitihi.
 - 8.6 It is expected that the strategic objectives for the relationship will guide the parties to determine potential opportunities for the Ngāti Rangitihi Post-Settlement Governance Entity to obtain statutory authorisations on public conservation land within the Ngāti Rangitihi Area of Interest.
- #### **9. STATUTORY LAND MANAGEMENT**
- 9.1 The strategic objectives for the relationship will guide the parties' engagement on statutory land management activities within the Ngāti Rangitihi Area of Interest. Ngāti

DOCUMENTS

5: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

Rangitihi have an ongoing interest in the range of statutory land management activities that are occurring within the Ngāti Rangitihi Area of Interest.

- 9.2 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 Rangitihi, 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.
- 9.3 Before vesting or making an appointment to control and manage a reserve under the Reserves Act contained within the Ngāti Rangitihi of interest, the Department will discuss with the Governance Entity whether it wishes to be given an opportunity to be considered for such a vesting or appointment subject to agreed conditions (if any).

10. CULTURAL MATERIALS

- 10.1 The Department and the Governance Entity will work together to develop and agree a Cultural Materials Plan (the plan) which will include a process to authorise members of Ngāti Rangitihi to access and use cultural materials within the Ngāti Rangitihi Area of Interest when required for cultural purposes, in accordance with the relevant legislation. Where consistent with conservation objectives and relevant legislation, multi-site and/or multi-take authorisations may be granted.

11. SITES OF SIGNIFICANCE

- 11.1 Both parties recognise that there are wāhi tapu and sites of significance to Ngāti Rangitihi on lands managed under Conservation Legislation.
- 11.2 The Department will work with the Governance Entity to respect Ngāti Rangitihi 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 Rangitihi Area of Interest by:
- (a) discussing with the Ngāti Rangitihi Post-Settlement Governance Entity practical ways in which Ngāti Rangitihi can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the Ngāti Rangitihi Area of Interest;
 - (b) managing, in co-operation with the Ngāti Rangitihi Post-Settlement Governance Entity, sites of historic significance to Ngāti Rangitihi 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 Ngāti Rangitihi Post-Settlement Governance Entity if koiwi or taonga tuturu are found within the Ngāti Rangitihi Area of Interest; and
 - (d) assisting in recording and protecting wāhi tapu and other places of cultural significance to Ngāti Rangitihi and seeking to ensure they are not desecrated or damaged.

DOCUMENTS

5: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

- 11.3 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 Rangitihi 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 legislation.

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

- 12.1 The parties share aspirations of protecting ecosystems and indigenous flora and fauna within the Ngāti Rangitihi Area of Interest. These aspirations will be reflected in the strategic objectives for the relationship.
- 12.2 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.
- 12.3 In recognition of the cultural, historic and traditional association of Ngāti Rangitihi with indigenous flora and fauna within the Ngāti Rangitihi 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 Rangitihi to participate in these programmes.
- 12.4 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.
- 12.5 It is envisaged that the strategic objectives for the relationship will determine the strategic outcomes sought from pest control programmes within the Ngāti Rangitihi Area of Interest, including:
- (a) monitoring and assessment of programmes;
 - (b) early consultation with the Ngāti Rangitihi Post-Settlement Governance Entity on pest control activities particularly the use of pesticides within the Ngāti Rangitihi Area of Interest; and
 - (c) co-ordination of pest control where the Ngāti Rangitihi Post-Settlement Governance Entity is the adjoining landowner.
- 12.6 Through the annual business planning process, the parties will create actions to progress these strategic objectives.

13. VISITOR AND PUBLIC INFORMATION

- 13.1 Ngāti Rangitihi and the Department wish to share knowledge about natural and historic heritage within the Ngāti Rangitihi 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.
- 13.2 The parties also wish to encourage respect for and awareness of the cultural, spiritual, traditional and historic association of Ngāti Rangitihi with the land, waters and indigenous flora and fauna within the Area the Ngāti Rangitihi Area of Interest, and the responsibility of Ngāti Rangitihi as kaitiaki under tikanga Māori to preserve, protect and manage the natural and historic resources within that area.

DOCUMENTS

5: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

13.3 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 Rangitihi values in land and resources managed under Conservation Legislation, particularly where that information relates to Ngāti Rangitihi sites of significance and aspirations to the land;
- (c) the Department obtaining from the Ngāti Rangitihi Post-Settlement Governance Entity an assurance that information relating to Ngāti Rangitihi to be contained in a publication of the Department is accurate and appropriate;
- (d) the Department discussing with the Governance Entity the disclosure of any information received from the Governance Entity relating to Ngāti Rangitihi values that is subject to the Official Information Act 1981 and/or other applicable legislation; and
- (e) the Department consulting the Ngāti Rangitihi Post-Settlement Governance Entity before using of information about Ngāti Rangitihi values for new interpretation panels, signs and other visitor publications.

14 CONSERVATION ADVOCACY

14.1 From time to time, the Ngāti Rangitihi Post-Settlement 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;
- (b) protection and maintenance of wetland areas and reserves;
- (c) management of rivers, streams and waterways; and
- (d) the effects of activities on biodiversity.

14.2 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.

15 CROSS-ORGANISATIONAL OPPORTUNITIES

15.1 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 Ngāti Rangitihi Post-Settlement Governance Entity to exercise their role under the Deed and as kaitiaki);

DOCUMENTS

5: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

- (b) opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the Ngāti Rangitihi 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 Rangitihi Area of Interest. The Ngāti Rangitihi Post-Settlement Governance Entity may propose candidates for these roles or opportunities; and
- (d) staff changes and key contacts in each organisation.

15.2 Where appropriate, the Department will consider approaching the Ngāti Rangitihi Post-Settlement Governance Entity for recommendations as to 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.

16 DISPUTE RESOLUTION

- 16.1 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.
- 16.2 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.
- 16.3 If following the process in clause 16.2 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.
- 16.4 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.

17 REVIEW AND AMENDMENT

- 17.1 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. The parties agree this Agreement may be amended by mutual agreement.

18 TERMS OF AGREEMENT

- 18.1 This Relationship Agreement is entered into pursuant to clauses 5.110 to 5.114 of the Deed of Settlement. The Relationship 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

DOCUMENTS

5: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

- (c) the ability of the Crown to introduce legislation and change government policy.
- 18.2 The Relationship 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 Areas (Takutai Moana) Act 2011.
- 18.3 A breach of this Relationship Agreement is not a breach of the Deed of Settlement.
- 18.4 If the Crown breaches this Relationship Agreement without good cause, the Governance Entity may:
 - (a) seek a public law remedy, including judicial review; or
 - (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.
- 18.5 Clause 18.4 does not apply to any contract entered into between the Department and the Governance Entity, including any independent contract for service or a concession

19 CONSULTATION

- 19.1 Where consultation is required under this agreement, the Department will:
 - (a) ensure that the Governance Entity is consulted as soon as reasonably practicable during 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.

20 DEFINITIONS

- 20.1 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 Rangitahi Area of

DOCUMENTS

5: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

Interest and which are important to Ngāti Rangitihi 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 Ngāti Rangitihi Post-Settlement Governance Entity;

Kaitiaki means guardian in accordance with tikanga Māori;

Ngāti Rangitihi has the meaning set out in the Deed of Settlement;

Ngāti Rangitihi Area of Interest is defined as "area of interest" in the Deed of Settlement and shown on Schedule 1 map;

Statutory Authorisation means an authorisation granted under the Conservation Legislation including a Concession granted under Part 3B of the Conservation Act 1987;

Statutory Planning Document includes any relevant Conservation Management Strategy or Conservation Management Plan under the Conservation Act 1987;

Tikanga Māori refers to Māori traditional customs.

DOCUMENTS

5: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

AGREED on []

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

WITNESS:

Name: _____

Occupation: _____

Address: _____

SIGNED for and on behalf of
TE MANA O NGĀTI RANGITIHI TRUST
by the Chair:

WITNESS:

Name: _____

Occupation: _____

Address: _____

DOCUMENTS

5: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

SCHEDULE 1

THE NGATI RANGITIHI AREA OF INTEREST

[To be inserted]

**6 RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE
ENVIRONMENT**

6: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

1 PURPOSE

- 1.1 This Relationship Agreement formalises the relationship between the Ministry for the Environment (Ministry) and Ngāti Rangitihi through the Ngāti Rangitihi Post-Settlement Governance Entity (Governance Entity) and establishes a framework to enable these parties to maintain a positive and enduring working relationship.

2 RELATIONSHIP PRINCIPLES

- 2.1 In implementing the Relationship Agreement, the Ministry and the Governance Entity agree to act consistently with the following relationship principles:
- (a) take into account te Tiriti o Waitangi / the Treaty of Waitangi and its principles;
 - (b) work in a spirit of co-operation;
 - (c) ensure early engagement on issues of known mutual interest;
 - (d) operate on a 'no surprises' approach;
 - (e) acknowledge that the relationship is evolving, not prescribed;
 - (f) respect the independence of the parties and their individual mandates, roles and responsibilities; and
 - (g) recognise and acknowledge that the parties benefit from working together and sharing their vision, knowledge and expertise.
- 2.2 This Relationship Agreement is intended to further enhance the existing relationship between the Ministry and the Governance Entity. Nothing in this agreement displaces existing arrangements between the parties.

3 STATEMENT OF IWI ASPIRATIONS & VALUES

- 3.1 Ngāti Rangitihi has the following aspirations and values:
- (a) Aspirations – What represents us
 - i. Professional—we act with integrity and are pragmatic in our approach – we uphold our kawa and tikanga
 - ii. Collaborative—we value and respect others and work together to achieve our objectives
 - iii. Dedicated—we are responsive to the needs of our beneficiaries and our Iwi
 - iv. Accountable—we take responsibility for our decisions and actions.
 - (b) Values – What we will do
 - i. To exercise kaitiakitanga, manaakitanga and rangatiratanga through relationships with those in its rohe who reflect the values of collaboration

6: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

and conciliation that supports the environmental needs for future generations;

- ii. To restore the Mauri, health and spiritual well-being, of all those places in its rohe that contributes to a healthy environment for its people;
- iii. To restore the health and well-being of the Tarawera River system which is synonymous with the health and well-being of Ngāti Rangitihi. The restoration and protection of the awa is vital to the well-being of the iwi;
- iv. To take an integrated approach to the management of its natural, physical, cultural and historic resources. This includes the adoption of a precautionary approach coupled with the avoidance of adverse cumulative effects, including the recognition of Ngāti Rangitihi's traditional customary activities.

- 3.2 The Ministry for the Environment acknowledges the aspirations and values of Ngāti Rangitihi as set out in clause 3.1 of this relationship agreement.

4 THE ROLE OF THE MINISTRY

- 4.1 The role of the Ministry is set out in the Environment Act 1986.

- 4.2 The Ministry also has specific functions under a number of other Acts including the:

- (a) Soil Conservation and Rivers Control Act 1941;
- (b) Resource Management Act 1991 (RMA); including the:
 - i. National Policy Statement for Freshwater Management 2014
 - ii. New Zealand Coastal Policy Statement 2010;
- (c) Hazardous Substances and New Organisms Act 1996;
- (d) Climate Change Response Act 2002;
- (e) Waste Minimisation Act 2008;
- (f) Exclusive Economic Zone and Continental Shelf (Environmental Effects) Act 2012 (EEZ Act); and
- (g) Environmental Reporting Act 2015.

- 4.3 As the Ministry is not involved in day-to-day environmental management, it focuses on providing:

- (a) environmental management systems, including laws and regulations;
- (b) national direction through national policy statements, and national environmental standards and strategies;
- (c) funding, guidance and training on best practice; and
- (d) information about the state of the environment.

DOCUMENTS

6: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

5 SCOPE

- 5.1 The Relationship Agreement applies to all functions, powers, responsibilities and actions of the Ministry in relation to environmental management within, or that affect, the Ngāti Rangitihi Area of Interest as defined in the Ngāti Rangitihi Deed of Settlement and attached as Appendix A to this Relationship Agreement.
- 5.2 The Relationship Agreement does not extend to the Ministry's role in appointing officials and statutory officers, and their roles and responsibilities.
- 5.3 The commitments of the Ministry under this Relationship Agreement are limited to the extent that they are within the capability, resources and mandated work programme of the Ministry and the priorities of the government of the day.

6 COMMUNICATION

- 6.1 The Ministry will seek to establish and maintain effective and efficient communication with the Governance Entity on a continuing basis through:
- (a) relationship meetings held in accordance with section 7;
 - (b) providing a primary Ministry contact for the Governance Entity who will:
 - i. follow up on any requests for information from the Governance Entity;
 - ii. ensure that the Ministry maintains up to date information on the Governance Entity's office holders, and their addresses and contact details;
 - iii. act as a liaison person with other Ministry staff;
 - iv. facilitate Ministry staff awareness and understanding of the contents of this Relationship Agreement and their responsibilities and roles under it; and
 - v. ensure that any actions arising from relationship meetings held under clause 7.1 are appropriately recorded and assigned for follow-up.
 - (c) providing reasonable opportunities for the Governance Entity to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise.

7 RELATIONSHIP MEETINGS

- 7.1 The parties agree that senior representatives of the Governance Entity and the Ministry will participate in an annual relationship meeting, this could either occur in person or via teleconference.
- 7.2 Before each relationship meeting held in accordance with clause 7.1, representatives of the Governance Entity and the Ministry will agree administrative arrangements for the meeting.
- 7.3 The parties will agree the agenda before each relationship meeting. Agenda items could include:

DOCUMENTS

6: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

- (a) any legislative or policy developments of interest to Ngāti Rangitihi, including:
 - i. fresh water quality;
 - ii. water abstraction from surface water bodies and wells;
 - iii. waste water discharge, to surface water bodies and on to land;
 - iv. coastal erosion including armouring and structures;
 - v. climate change effects, high intensity rainfall effects and sea level rise;
 - vi. native habitat protection, mauri and kaitiakitanga;
 - vii. the Tarawera Awa Restoration Strategy Group;
 - viii. and associated opportunities for engagement;
- (b) local authority performance in the Ngāti Rangitihi Area of Interest in implementing te Tiriti o Waitangi / the Treaty of Waitangi provisions in the RMA;
- (c) opportunities for capability building, networking and training; and
- (d) any other matters of mutual interest.

- 7.4 Each party will meet the costs and expenses of its representatives attending relationship meetings.
- 7.5 The first relationship meeting will take place within 3 months of a written request by the Governance Entity, or earlier by mutual agreement.
- 7.6 Relationship meetings may be undertaken as part of a wider regional relationship forum by mutual agreement.
- 7.7 Other meetings may be held from time to time between Ministry staff and the Governance Entity as agreed.

8 IWI MANAGEMENT PLAN

- 8.1 The Ministry for the Environment supports Te Mahere ā Rohe mō Ngāti Rangitihi, the Ngāti Rangitihi Iwi Environmental Management Plan. If the Governance Entity requests it, the Ministry for the Environment will support the review and implementation of the iwi management plan for Ngāti Rangitihi by providing advice and information.
- 8.2 Support provided by the Ministry will be technical in nature and does not include financial support.

9 INFORMATION SHARING

Contestable funds

- 9.1 The Ministry administers a number of contestable funds that the Governance Entity may be interested in applying for to complete projects in the Ngāti Rangitihi Area of Interest. The Ministry will provide the Governance Entity with up-to-date information on funding rounds and funding criteria on request. This includes any contestable funding that may become available for iwi management plans.

DOCUMENTS

6: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

- 9.2 The Ministry can provide advice/information required to support applications for funding.
- 9.3 The Ministry will also provide Ngāti Rangitihī with feedback on any successful or unsuccessful applications made including advice on resubmitting any unsuccessful applications.

Local government performance

- 9.4 The Minister for the Environment (the Minister) has the function of monitoring the effect and implementation of the RMA (refer section 24 RMA). 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 RMA).
- 9.5 The way in which the Ministry exercises these functions and powers varies from time to time. At the date of signing the Relationship Agreement, the Ministry, on behalf of the Minister, surveys all local authorities about their processes under the RMA through the National Monitoring System (the NMS). The NMS includes questions relating to Māori participation.
- 9.6 The Ministry also separately collects information on environmental outcomes through state of the environment monitoring.
- 9.7 Before each relationship meeting held under section 7, if requested by the Governance Entity, the Ministry will provide the Governance Entity with:
- (a) access to the most recent published information from the NMS as may be relevant to Ngāti Rangitihī; and
 - (b) details of any published state of the environment monitoring; as it relates to the Ngāti Rangitihī Area of Interest.

Capability building, networking opportunities and training

- 9.8 The Ministry and the Governance Entity will seek opportunities to provide each other with training, networking opportunities and other capability building activities in their respective areas of responsibility and expertise. Topics could include:
- (a) legislation administered by the Ministry (see section 5.2 above) and areas of responsibility under those Acts;
 - (b) Ngāti Rangitihī values, practices and objectives.
- 9.9 If requested, the Ministry will provide advice and information to the Governance Entity on training environmental commissioners, and how people endorsed by the Governance Entity can access this training.

DOCUMENTS

6: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

10 OFFICIAL INFORMATION

- 10.1 The Ministry is subject to the requirements of the Official Information Act 1982 (OIA).
- 10.2 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 or correspondence).
- 10.3 The Ministry will notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, the Governance Entity must provide any comments 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.

11 REVIEW AND AMENDMENT

- 11.1 The parties may agree in writing to review, vary or terminate the provisions of this Relationship Agreement.

DOCUMENTS

6: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

SIGNED for and on behalf of the
Ministry for the Environment by the
Secretary for Environment in the
presence of:

[insert name]

WITNESS

Date

Name:

Occupation:

Address:

SIGNED for and on behalf of the trustees
of Te Mana o Ngāti Rangitihi Trust in the
presence of:

[insert name]

Chairperson/Deputy Chairperson

WITNESS

Date

Name:

Occupation:

Address:

DOCUMENTS

6: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

Appendix A Ngāti Rangitihi Area of Interest

[To be inserted]

7 LETTER OF RECOGNITION FROM THE MINISTRY FOR PRIMARY INDUSTRIES

7: LETTER OF RECOGNITION FROM THE MINISTRY FOR PRIMARY INDUSTRIES

[Date]

Leith Comer
Chair
Te Mana o Ngāti Rangitihi Trust
PO Box 831
Whakatane 3158

Tēnā koe Leith

NGĀTI RANGITIHI LETTER OF RECOGNITION

Please accept my congratulations on the passing of the Ngāti Rangitihi Claims Settlement Act 20xx. In accordance with the requirements of this legislation, and the Deed of Settlement concluded between the Crown and Ngāti Rangitihi, 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 Rangitihi 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, the Fisheries Act 1996 (the Fisheries Act) and the Deed of Settlement signed between the Crown and Ngāti Rangitihi on **[date]**.

Second, this letter sets out how the Ngāti Rangitihi will be consulted on policy development and work that is led by the Ministry where these activities directly affect Ngāti Rangitihi'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 of Fisheries, must have particular regard to kaitiakitanga when making decisions on those matters.

Recognition of Ngāti Rangitihi as tangata whenua

The Ministry recognises Ngāti Rangitihi as tangata whenua within your area of interest. The Ministry acknowledges that Ngāti Rangitihi has an interest in the sustainable utilisation of all species of fish, aquatic life, and seaweed, administered under the Fisheries Act, within your area of interest.

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

7: LETTER OF RECOGNITION FROM THE MINISTRY FOR PRIMARY INDUSTRIES

Appointment as an advisory committee to the Minister of Fisheries

The Minister of Fisheries must, by or on the settlement date, appoint the governance entity as an advisory committee under section 21(1) of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 for the purpose of advising the Minister in relation to the tuna (eel) fishery in the Tarawera River catchment; the commercial taking of any other aquatic life from the Tarawera River; and fin fishing restrictions that may affect the area between Waihi Estuary near Maketū and Walker Road near Matatā.

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 Rangitihi involvement in Iwi Fisheries Plans and National Fisheries Plans

The Ministry will ensure that the Ngāti Rangitihi Governance Entity – Te Mana o Ngāti Rangitihi 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 Rangitihi 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 your 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 Rangitihi and may be put in place, within your area of interest, by Ngāti Rangitihi.

The Ministry and Te Mana o Ngāti Rangitihi Trust acknowledge that a traditional rāhui placed by Ngāti Rangitihi over your 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. The Trust undertakes to inform the Ministry of the placing and the lifting of a rāhui by Ngāti Rangitihi over your customary fisheries, and also the reasons for the rāhui.

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

DOCUMENTS

7: LETTER OF RECOGNITION FROM THE MINISTRY FOR PRIMARY INDUSTRIES

extent that such groups exist) of the placing and the lifting of a rāhui by the Ngāti Rangitihi over their customary fisheries.

Fisheries portfolio advice

Where Ngāti Rangitihi iwi's 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, the Ministry will consult with the Trust as representative of Ngāti Rangitihi.

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

Aquaculture

The Ministry recognises Maori are a key part of the New Zealand aquaculture industry, now and in the future. The Ministry will use best endeavours, within its existing mandate and within the resources available, to support Maori aspirations for aquaculture. The Ministry will continue to work with local government to help ensure tangata whenua values are recognised in aquaculture decision-making under the Resource Management Act.

If the Ministry seeks information in an assessment of the effects on fishing of proposed marine farm areas (for the purposes of making an aquaculture decision under the Fisheries Act) and those areas directly affect Ngāti Rangitihi iwi's area of interest, the Ministry will consult with the Trust as representative of Ngāti Rangitihi.

The Ministry is willing to attend a meeting with the Trust to discuss Ngāti Rangitihi's aquaculture aspirations.

Nāku noa, nā

Ray Smith
Director-General

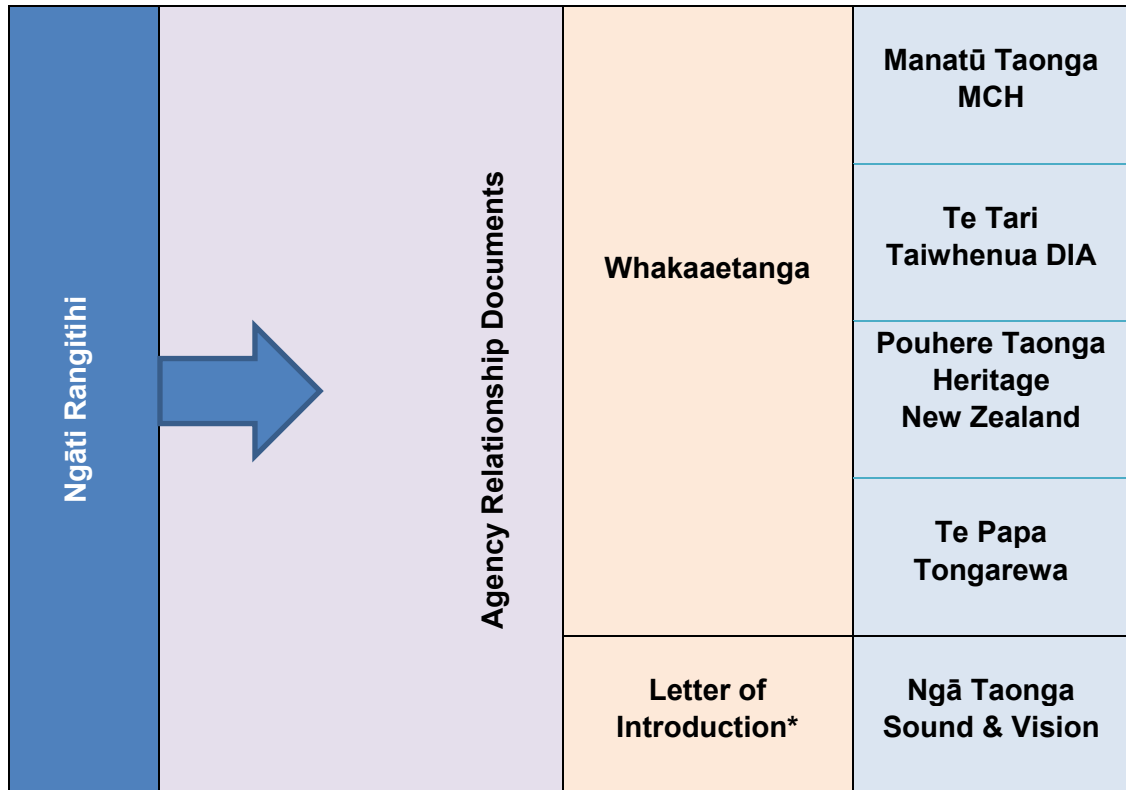
8 WHAKAAETANGA TIAKI TAONGA

Whakaaetanga Tiaki Taonga

Relationship Agreement between the Culture and Heritage agencies and
Te Mana o Ngāti Rangitahi Trust

DATE: [TBC]

Whakaaetanga Tiaki Taonga - Overarching Relationship Agreement



***An agreement outside of Treaty settlement process.**

This diagram explains the way we give effect to the relationship between iwi and the respective agencies. Some Culture and Heritage agencies come under this document, the Whakaaetanga Tiaki Taonga, and some have their own agreement. The constant is the relationship approach which is that agencies will work collaboratively to support iwi and their taonga aspirations.

CONTENTS

THE PARTIES	63
INTRODUCTION.....	63
PURPOSE.....	64
VISION	65
PRINCIPLES.....	65
EFFECT	65
DEVELOPMENT OF SPECIFIC PIECES OF WORK.....	66
WORK PLAN TOPICS SHARED BY ALL PARTIES	66
ONGOING RELATIONSHIPS	68
COMMUNICATION	68
CHANGES TO POLICY AND LEGISLATION AFFECTING THIS WHAKAAETANGA	68
DISPUTE RESOLUTION	69
REVIEW PROVISION	70
DEFINITIONS	71
SIGNING PARTIES.....	72
APPENDIX A: WORK PLAN TOPICS SPECIFIC TO CULTURE AND HERITAGE PARTIES	73
APPENDIX B: THE ROLE OF MANATŪ TAONGA - MINISTRY FOR CULTURE AND HERITAGE IN RELATION TO TAONGA TŪTURU	77
APPENDIX C: BACKGROUND INFORMATION OF THE AGENCIES	81
APPENDIX D: NGĀTI RANGITIHI AREA OF INTEREST	85

Whakaaetanga Tiaki Taonga

The Parties

The Parties to this Whakaaetanga Tiaki Taonga (“Whakaaetanga”) are:

- Te Mana o Ngāti Rangitihi Trust post settlement governance entity;
- Te Tari Taiwhenua, Department of Internal Affairs (“DIA”), the agency responsible for:
 - the National Library Te Puna Mātauranga o Aotearoa (“National Library”); and
 - Archives New Zealand Te Rua Mahara o Te Kawanatanga (“Archives New Zealand”)
- The Museum of New Zealand Te Papa Tongarewa (“Te Papa”);
- Heritage New Zealand Pouhere Taonga (“Pouhere Taonga”); and
- Manatū Taonga, Ministry for Culture and Heritage (“MCH”).

For the purposes of this Whakaaetanga Te Mana o Ngāti Rangitihi Trust is the body representative of Ngāti Rangitihi who have an interest in the matters covered under this Whakaaetanga. This derives from the status of Te Mana o Ngāti Rangitihi Trust as tangata whenua in the Iwi Area of Interest and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

The agencies responsible for the National Library and Archives New Zealand, Te Papa, Pouhere Taonga and MCH are for the purposes of this Whakaaetanga referred to as the “Culture and Heritage Parties”.

A summary of the role and functions of each of the Parties is provided in the Appendices.

Introduction

Under the Deed of Settlement dated [X] between Ngāti Rangitihi and the Crown (the “Deed of Settlement”), the Parties agreed to the development of a:

1. Whakaaetanga between the Culture and Heritage Parties and Te Mana o Ngāti Rangitihi Trust to facilitate:
 - 1.1. the care, management, access, use, development and revitalisation of Ngāti Rangitihi taonga; and
 - 1.2. the identification, protection, preservation and conservation of the historical and cultural heritage of Ngāti Rangitihi.
2. The Parties have entered into this Whakaaetanga consistently with the partnership principle underlying te Tiriti o Waitangi / Treaty of Waitangi.
3. The Parties wish to record in this Whakaaetanga their common commitment relating to the care and management, use, development and revitalisation of, and access to, Ngāti Rangitihi taonga (whether held by Ngāti Rangitihi whānau and hapū, or Culture and Heritage Parties).
4. Pouhere Taonga wishes to record its commitment to the identification protection, preservation and conservation of the historical and cultural heritage of Ngāti Rangitihi.

DOCUMENTS

8: WHAKAAETANGA TIAKI TAONGA

5. The Parties acknowledge that these common commitments are intended to support and promote the vision of Te Mana o Ngāti Rangitihī Trust.

Purpose

6. The Parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to, Ngāti Rangitihī taonga, whether held by Ngāti Rangitihī whānau and or Culture and Heritage Parties.
7. Those Parties who have responsibilities for taonga recognise the following, which will guide them in giving effect to the purpose of this Whakaaetanga and will be discussed as part of the development of the joint work plans:
 - 7.1. the significance of Ngāti Rangitihī taonga to the maintenance and development of Ngāti Rangitihī culture and to enriching the cultural life of New Zealand;
 - 7.2. that Ngāti Rangitihī taonga is held and looked after by Ngāti Rangitihī whānau and hapū, and also by the Culture and Heritage Parties to this Whakaaetanga;
 - 7.3. Ngāti Rangitihī's cultural and spiritual authority in relation to Ngāti Rangitihī taonga;
 - 7.4. that active and meaningful engagement by the Culture and Heritage Parties with Ngāti Rangitihī in the care and management, use, development and revitalisation of, and access to, Ngāti Rangitihī taonga is required as agreed in the joint work plans;
 - 7.5. that innovative and technological solutions are required to provide opportunities for Ngāti Rangitihī's youthful population, and 84% of that population who are living outside the traditional tribal rohe, to connect with Ngāti Rangitihī's culture and identity; and
 - 7.6. the need for an enduring and collaborative relationship to be developed between Te Mana o Ngāti Rangitihī Trust and the Culture and Heritage Parties.
8. Pouhere Taonga recognises the following which will guide it in giving effect to the purpose of this Whakaaetanga and will be discussed as part of the development of the work plans:
 - 8.1. the significance of wāhi tapu and wāhi tūpuna, land based Māori heritage, structures and monuments to enriching the cultural life of New Zealand;
 - 8.2. that wāhi tapu and wāhi tūpuna, land based Māori heritage, structures and monuments looked after by Ngāti Rangitihī whānau and hapū;
 - 8.3. Ngāti Rangitihī's cultural and spiritual authority in relation to Ngāti Rangitihī wāhi tapu and wāhi tūpuna, land based Māori heritage, structures and monuments;
 - 8.4. that active and meaningful engagement by the Pouhere Taonga with Ngāti Rangitihī in the identification, protection, preservation and conservation of Ngāti Rangitihī wāhi tapu, wāhi tūpuna, land based Māori heritage, structures and monuments are required as agreed in the work plans; and
 - 8.5. the need for an enduring and collaborative relationship to be developed between Te Mana o Ngāti Rangitihī Trust and Pouhere Taonga.

Vision

9. The Culture and Heritage Parties recognise and respect Te Mana o Ngāti Rangitihi Trust's vision which is:

Kia tu ora ai a Ngāti Rangitihi i runga i tona ake rangatiratanga mo ake tonu atu – To enable Ngāti Rangitihi to flourish in perpetuity supported by their unique self-determining capabilities

10. This vision is intended to facilitate access to Ngāti Rangitihi taonga and their care and management, use, development and revitalisation and to facilitate the identification, protection, preservation and conservation of Ngāti Rangitihi's historical and cultural heritage.
11. The vision of Te Mana o Ngāti Rangitihi Trust is built upon the already existing relationships between Ngāti Rangitihi and the Culture and Heritage Parties. The Parties recognise the common role shared by the Culture and Heritage Parties in collecting, preserving and providing access to the nation's art, culture and heritage collections and resources and in identifying, protecting and preserving wāhi tapu, wāhi tūpuna and land based Māori heritage. The Parties recognise the importance of this existing relationship as contributing towards the role of the Culture and Heritage Parties.

Principles

12. The Parties acknowledge the following relationship principles that will guide the implementation of this Whakaaetanga:
- 12.1. working consistently with te Tiriti o Waitangi / the Treaty of Waitangi and its principles;
 - 12.2. working with a 'no surprises' approach;
 - 12.3. working in a spirit of co-operation;
 - 12.4. acknowledging that the relationship is flexible and evolving;
 - 12.5. respecting the independence of the Parties and their individual mandates, roles and responsibilities; and
 - 12.6. recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge and expertise.
13. Te Mana o Ngāti Rangitihi Trust and the Culture and Heritage Parties have entered into this Whakaaetanga in good faith and in the spirit of partnership. Te Mana o Ngāti Rangitihi Trust and the Culture and Heritage Parties agree to act in good faith and work fairly, reasonably and honourably towards each other with respect to the commitments identified below.

Effect

14. The requirements of the Whakaaetanga are aspirational and non-binding. The Parties acknowledge that while this Whakaaetanga is not intended to constitute a contract, that is enforceable in law between the Parties, the Parties are committed to working together in good faith in accordance with this Whakaaetanga.

DOCUMENTS

8: WHAKAAETANGA TIAKI TAONGA

15. Appendix B (*The Role of Manatū Taonga - Ministry for Culture and Heritage in relation to Taonga Tūturu*) of the Whakaaetanga is issued pursuant to section [x] of the Ngāti Rangitihī Claims Settlement Act YEAR ("the Settlement Legislation") that implements the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement. Appendix B is legally enforceable under the Settlement Legislation.
16. For the avoidance of doubt the legally enforceable parts of the Whakaaetanga are contained in Appendix B and apply to MCH only.
17. Resourcing of activities under this Whakaaetanga will be within the existing resource limits and align with the Government priorities of the day.
18. Te Mana o Ngāti Rangitihī Trust acknowledges that all agreements and commitments contained in this Whakaaetanga are subject to legislative rights and obligations under which the respective Culture and Heritage Parties operate and the terms upon which specific taonga are held by the Culture and Heritage Parties.

Development of specific pieces of work

19. When requested by Te Mana o Ngāti Rangitihī Trust each of the Culture and Heritage Parties will confirm joint work plans (work plans) with Te Mana o Ngāti Rangitihī Trust in relation to matters consistent with the purpose of this Whakaaetanga of specific pieces of work to be undertaken which may:
 - 19.1. provide the detail of the commitments agreed by Te Mana o Ngāti Rangitihī Trust and each respective Culture and Heritage Party;
 - 19.2. set out a timetable and milestones for delivering on any agreed commitments;
 - 19.3. confirm the responsibilities for the various parties in meeting the agreed commitments;
 - 19.4. identify a process for resolving any issues or disputes;
 - 19.5. identify key contact persons for the parties;
 - 19.6. provide for mutually agreed outcomes; and
 - 19.7. provide for the work plans to be reviewed at the annual meeting.
20. Final topics for the work plans will be mutually agreed by Te Mana o Ngāti Rangitihī Trust and each respective Culture and Heritage Party and will reflect the priorities, resources and the specific functions and duties of the parties.
21. When developing work plans Culture and Heritage Parties may invite any other party to be involved in discussions about the work plan. The Culture and Heritage Parties will engage with Te Mana o Ngāti Rangitihī Trust before issuing any such invitation.

Work Plan Topics Shared by all Parties

22. Potential topics for each of the respective Culture and Heritage Parties' work plans may include, but are not limited to, the topics identified below.

DOCUMENTS

8: WHAKAAETANGA TIAKI TAONGA

22.1. Care and Management of Ngāti Rangitihi taonga held by Culture and Heritage Parties and of land based Māori heritage structures and monuments:

- a. to provide access, advice and guidance on taonga and cultural heritage issues;
- b. to work collaboratively with Te Mana o Ngāti Rangitihi Trust as far as reasonably practicable, to develop and maintain inventories for Ngāti Rangitihi taonga;
- c. to work collaboratively with Te Mana o Ngāti Rangitihi Trust to research Ngāti Rangitihi taonga;
- d. to work with Te Mana o Ngāti Rangitihi Trust to develop metadata for Ngāti Rangitihi taonga;
- e. to work collaboratively with Te Mana o Ngāti Rangitihi Trust on taonga care, management, and storage;
- f. to develop mutually beneficial research projects that enhance the understanding of Ngāti Rangitihi taonga and Ngāti Rangitihi culture; and
- g. to work collaboratively with Te Mana o Ngāti Rangitihi Trust on the identification, preservation and protection of their land based Māori heritage, structures and monuments.

22.2. Sharing knowledge and expertise associated with Ngāti Rangitihi cultural heritage in order to:

- a. share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues;
- b. share information on database use and research methodologies specific to, or that can be applied towards Ngāti Rangitihi taonga;
- c. work together on exhibition planning processes and related activities specific to Ngāti Rangitihi taonga;
- d. seek advice from Te Mana o Ngāti Rangitihi Trust regarding specific policy and tikanga guidance as it relates to Ngāti Rangitihi taonga; and
- e. share information on the preservation and protection of land based Māori heritage, structures and monuments.

22.3. Opportunities for increased learning and capacity building relating to Ngāti Rangitihi taonga through:

- a. conservation and training in Taonga and structure preservation;
- b. collection management systems;
- c. digitisation initiatives; and
- d. training and development, with possible internships.

23. Final topics for the work plans will be mutually agreed by Te Mana o Ngāti Rangitihi Trust and each respective Culture and Heritage Party and will reflect the priorities, resources and the

DOCUMENTS

8: WHAKAAETANGA TIAKI TAONGA

specific functions and duties of the Parties. Appendix A and B of this Whakaaetanga includes potential topics for work plans between Te Mana o Ngāti Rangitihi Trust and each of the Culture and Heritage Parties.

Ongoing Relationships

24. The Parties agree to meet (“hui of the Parties”) if requested by either party, at a date to be mutually agreed.
25. The Parties will jointly take responsibility for confirming the hui of the Parties and the hui agenda.
26. Each party will meet its own cost of attending the hui of the Parties.

Communication

27. The Parties commit to:
 - 27.1. maintain effective communication with one another on any concerns and issues arising from this Whakaaetanga and its implementation;
 - 27.2. as far as reasonably practicable, provide opportunities for meetings of relevant management and staff;
 - 27.3. as far as reasonably practicable, train relevant employees of the Parties to ensure that they are made aware of this Whakaaetanga and the practical tasks which flow from it;
 - 27.4. as far as reasonably practicable, inform other organisations with whom they work, central government agencies and stakeholders about this Whakaaetanga and future amendments; and
 - 27.5. include a copy of this Whakaaetanga on the Culture and Heritage Parties’ websites.
28. It is agreed by the Parties that any issue regarding the interpretation of clauses in this Whakaaetanga shall be resolved after taking into account Te Mana o Ngāti Rangitihi Trust vision and principles.

Changes to Policy and Legislation Affecting this Whakaaetanga

29. In addition to the specific commitments in this Whakaaetanga, the Culture and Heritage Parties will consult, wherever practicable, with Te Mana o Ngāti Rangitihi Trust on legislative and policy development or review which potentially affects Ngāti Rangitihi taonga and provide for opportunities for Te Mana o Ngāti Rangitihi Trust to contribute to such developments.
30. If any of the Culture and Heritage Parties consult with the public or with Māori generally on policy development or any proposed legislative amendment to the statutes under which the Culture and Heritage Parties operate, and which impacts on the purpose of this Whakaaetanga, the Culture and Heritage Parties shall:
 - 30.1. notify Te Mana o Ngāti Rangitihi Trust of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;
 - 30.2. make available to Te Mana o Ngāti Rangitihi Trust the information provided to Māori as part of the consultation process referred to in this clause; and

DOCUMENTS

8: WHAKAAETANGA TIAKI TAONGA

- 30.3. advise Te Mana o Ngāti Rangitahi Trust of the final outcome of any such consultation.
31. Where the Culture and Heritage Parties are required to consult under this Whakaaetanga, the basic principles that will be followed in consulting with Te Mana o Ngāti Rangitahi Trust trustees in each case are:
- 31.1. ensuring that Te Mana o Ngāti Rangitahi Trust trustees are consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the Culture and Heritage party of the proposal or issues to be the subject of the consultation;
 - 31.2. providing Te Mana o Ngāti Rangitahi Trust trustees with sufficient information to make informed submissions in relation to any of the matters that are the subject of the consultation;
 - 31.3. ensuring that sufficient time is given for the participation of Te Mana o Ngāti Rangitahi Trust trustees in the decision making process including the preparation of submissions by Te Mana o Ngāti Rangitahi Trust trustees in relation to any of the matters that are the subject of the consultation;
 - 31.4. ensuring that the Culture and Heritage party will approach the consultation with Te Mana o Ngāti Rangitahi Trust trustees with an open mind, and will genuinely consider the submissions of Te Mana o Ngāti Rangitahi Trust trustees in relation to any of the matters that are the subject of the consultation; and
 - 31.5. reporting back to Te Mana o Ngāti Rangitahi Trust trustees, either in writing or in person, in regard to any decisions made that relate to that consultation.

Dispute Resolution

32. In the event that the parties cannot agree on the interpretation or implementation of this Whakaaetanga, or agree revised terms following a review of the Whakaaetanga, then a meeting will be convened between Te Mana o Ngāti Rangitahi Trust and the Chief Executive of, or relevant Minister for, the Culture and Heritage Party (or, in the case of Te Papa and Pouhere Taonga, the Chairperson of the Board). Any Party that makes a request for a meeting will give one months' notice to the other parties.
33. Where the dispute has not been resolved within a reasonable period of time through a meeting under [clause 32] then either party may require the dispute to be referred to mediation as follows:
- 33.1. the party requiring the dispute to be referred to mediation must provide written notice to the other party or parties.
 - 33.2. the parties will seek to agree upon a mediator and, failing agreement within 15 working days of the date of the notice described in [clause 33.1] mediator will be appointed by the President for the time being of the New Zealand Law Society. The mediator will be:
 - a. familiar with tikanga based dispute resolution; and
 - b. independent of the dispute.

DOCUMENTS

8: WHAKAAETANGA TIAKI TAONGA

33.3. the mediator will not have the power to determine the dispute, but may offer advice of a non-binding nature.

34. Where a mediator is appointed through the process described in [clause 24], the costs of the mediation will be met jointly by the Parties.

Review Provision

35. This Whakaaetanga will be reviewed by the Parties from time to time as agreed by the Parties, including where there is a change or a proposed change to the legislation or policy relevant to the Culture and Heritage Parties that have the potential to affect the matters included in this Whakaaetanga. This review will take place at the hui of the Parties, to ensure that the vision, principles and commitments entered into in the Whakaaetanga remain relevant and continue to capture the purpose of the Whakaaetanga.

36. The Parties will negotiate any amendments to provisions at a hui of the Parties referred to at [clause 24] and may sign an amended Whakaaetanga that reflects the changes which will take effect upon signing.

DOCUMENTS

8: WHAKAAETANGA TIAKI TAONGA

Definitions

“the Area”	means the Ngāti Rangitihi Area of Interest as defined at Appendix D
“Culture and Heritage parties”	has the same meaning given to it in “the Parties” section of this Whakaaetanga
“Deaccessioned”	means the permanent removal of an item from the collections of Te Papa
“Found”	has the same meaning as in section 2 of the Protected Objects Act 1975
“Inventories”	means list of information
“Whakaaetanga”	means this Whakaaetanga Tiaki Taonga
“National Library”	includes the Alexander Turnbull Library
“Settlement Date”	has the same meaning as in the Deed of Settlement.
“Taonga”	Taonga includes (but is not limited to) artefacts, modified human remains, manuscripts, archives, records, information and data, including multi-media formats such as sound, still and moving images, wāhi tapu, wāhi tapu areas, wāhi tūpuna/wāhi tīpuna, historic places and historic areas of interest to Māori. Te Papa includes natural environment collections in its definition of taonga.
“Tiaki Taonga”	means the care and management, use, development and revitalisation of, and access to, taonga; whether held by iwi, whānau and hapū or the Crown parties.

[Issued on []]

Signing parties

Chairperson
[PSGE]
Date:

WITNESS

Name:
Occupation:
Address:

DOCUMENTS

8: WHAKAAETANGA TIAKI TAONGA

Paul James
Chief Executive
Te Tari Taiwhenua Department of Internal Affairs
Date:

WITNESS

Name:
Occupation:
Address:

Bernadette Cavanagh
Chief Executive
Ministry for Culture and Heritage Manatū Taonga
Date:

WITNESS

Name:
Occupation:
Address:

Courtney Johnston
Tumu Whakarae | Chief Executive
Museum of New Zealand Te Papa Tongarewa
Date:

WITNESS

Name:
Occupation:
Address:

Arapata Hakiwai
Kaihautū
Museum of New Zealand Te Papa Tongarewa
Date:

WITNESS

Name:
Occupation:
Address:

Andrew Coleman
Chief Executive
Heritage New Zealand Pouhere Taonga
Date:

WITNESS

Name:
Occupation:
Address:

Appendix A: Work Plan Topics Specific to Culture and Heritage Parties

Potential topics for Culture and Heritage Parties' respective work plans may include, but are not limited to, the topics identified below.

Te Tari Taiwhenua Department of Internal Affairs

National Library Te Puna Mātauranga o Aotearoa

1. Collaborative Care and Management of Taonga:

- a) to work with Te Mana o Ngāti Rangitihi Trust to develop processes to record what material relating to Ngāti Rangitihi taonga is being accessed from the collections;
- b) to work with Te Mana o Ngāti Rangitihi Trust to develop protocols concerning use of and access to material relating to Ngāti Rangitihi taonga;
- c) to work with Te Mana o Ngāti Rangitihi Trust to develop exhibition opportunities relating to Ngāti Rangitihi Settlement taonga; and
- d) to provide Te Mana o Ngāti Rangitihi Trust the opportunity to share their mātauranga regarding key activities and events at National Library.

2. Sharing knowledge and expertise associated with Ngāti Rangitihi taonga:

- a) to share knowledge and expertise on Ngāti Rangitihi taonga held overseas; and
- b) to broker relationships with New Zealand and international libraries and heritage organisations.

Archives New Zealand Te Rua Mahara o Te Kāwanatanga

3. Collaborative Care and Management of Taonga:

- a) to work with Te Mana o Ngāti Rangitihi Trust to develop processes to record what material relating to Ngāti Rangitihi taonga is being accessed from the collections;
- b) to work with Te Mana o Ngāti Rangitihi Trust to develop protocols concerning use of and access to materials relating to Ngāti Rangitihi taonga;
- c) to consult with Te Mana o Ngāti Rangitihi Trust regarding, and provide Ngāti Rangitihi with the opportunity to acquire, in accordance with section 25 of the Public Records Act 2005, Ngāti Rangitihi taonga that are superfluous to the needs of Archives New Zealand; and
- d) to develop a process to provide information to Te Mana o Ngāti Rangitihi Trust on the type of research being conducted when Ngāti Rangitihi taonga are being accessed.

4. Monitoring delivery of service:

DOCUMENTS

8: WHAKAAETANGA TIAKI TAONGA

- a) to develop processes to monitor the effectiveness of the relationship with and services to Te Mana o Ngāti Rangitahi Trust in achieving outcomes mutually agreed in the work plans.
- 5. Analysis and reporting:
 - a) to prepare and prioritise a list of key questions to ask regularly in written reports to Te Mana o Ngāti Rangitahi Trust which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.
- 6. Advice for public offices and local authorities on access to Ngāti Rangitahi taonga:
 - a) to consult with Te Mana o Ngāti Rangitahi Trust, and advise public offices and local authorities, on best practice in making access decisions for access to Ngāti Rangitahi taonga held by the public archives and local authorities.

Museum of New Zealand Te Papa Tongarewa

- 7. To work with Te Mana o Ngāti Rangitahi Trust consistent with the principle of Mana Taonga which:
 - a) seeks the input of communities for guidance on how their taonga should be managed, cared for, exhibited, or represented and gives all people who have taonga in Museum of New Zealand Te Papa Tongarewa's ("Te Papa") collections a special connection to the marae – Rongomaraeroa; and
 - b) shapes and informs many of Te Papa's activities and provides guidance for staff in the research, care, and management of taonga.
- 8. Collaborative Care and Management of Taonga:
 - a) to develop and maintain an inventory of Ngāti Rangitahi taonga held at Te Papa;
 - b) to work with Te Mana o Ngāti Rangitahi Trust to develop exhibition opportunities; and
 - c) to provide opportunities to promote Ngāti Rangitahi artists at Te Papa.
- 9. To provide Ngāti Rangitahi the opportunity to share their mātauranga regarding key activities and events at Te Papa:
 - a) to recognise Te Mana o Ngāti Rangitahi Trust as an iwi authority for Ngāti Rangitahi in relation to taonga issues; and
 - b) to consult with Te Mana o Ngāti Rangitahi Trust regarding, and provide Ngāti Rangitahi with the opportunity to acquire, Ngāti Rangitahi taonga that may be deaccessioned by Te Papa.
- 10. Sharing knowledge and expertise associated with Ngāti Rangitahi cultural heritage kaupapa:
 - a) to share knowledge and expertise associated with Ngāti Rangitahi cultural heritage kaupapa, including the following:

DOCUMENTS

8: WHAKAAETANGA TIAKI TAONGA

- i) Legislation (e.g. the Protected Objects Act 1975) museum policies and practices;
 - ii) Visitor Market Research & Evaluation methodology and data;
 - iii) Ngāti Rangitihi taonga held overseas;
- b) to actively facilitate Ngāti Rangitihi relationships with New Zealand and international museums, galleries and heritage organisations; and
- c) to actively facilitate opportunities for access and reconnection of Te Mana o Ngāti Rangitihi Trust taonga through the relationships stated in para 16.

Te Papa: Future Aspirations:

11. In the future Te Papa and Te Mana o Ngāti Rangitihi Trust will work together on:

- a) New Zealand Museum Standards Scheme;
- b) advice on cultural centre development;
- c) commercial Initiatives;
- d) exhibition partnership.

Pouhere Taonga Heritage New Zealand– Māori Heritage

12. From maunga kōrero to punawai, from where tūpuna to rua kōiwi, Māori heritage places are taonga tuku iho, integral to Aotearoa/ New Zealand's culture and identity. Pouhere Taonga – Heritage New Zealand ("Pouhere Taonga") promotes the identification, protection, preservation and conservation of the historical and cultural heritage of our country.

WHAKAORANGA TAONGA MARAE - MĀORI BUILDINGS CONSERVATION PROGRAMME

13. Wharenui, wharekai, where karakia, pātaka, pouhaki, tohu whakamaharatanga, waka, and other forms of Māori built heritage are important taonga to preserve for the future. Pouhere Taonga actively assists whānau, hapū and iwi initiatives to preserve these taonga through a range of advisory and on-site services.

14. These services include:

- a) conservation assessments;
- b) conservation technical advice and services;
- c) conservation workshops; and
- d) funding advice.

MAHI HURA WHENUA - MĀORI HERITAGE AND ARCHAEOLOGY

15. The Heritage New Zealand Pouhere Taonga Act 2014 ("the Act") defines an archaeological site as a place associated with pre-1900 human activity where there may be evidence

DOCUMENTS

8: WHAKAAETANGA TIAKI TAONGA

relating to the history of Aotearoa/New Zealand. When any development is planned that may affect an archaeological site or suspected archaeological site, the developer must apply for an archaeological authority. The archaeological authority provisions are contained in the Act. The developers must consult tāngata whenua. Pouhere Taonga staff:

- a) assess the impact of proposed land development on Māori cultural values, and check that consultation between developers and hapū or iwi has been conducted; and
- b) help liaise with communities – tāngata whenua, landowners, developers, archaeologists.

MAHI RĀRANGI KŌRERO - MĀORI HERITAGE AND THE LIST

16. Formerly known as the Register, the New Zealand Heritage List/Rārangi Kōrero (“the List”) recognises historic places, historic areas, wāhi tapu, wāhi tapu areas and wāhi tūpuna that are significant to the heritage of Aotearoa / New Zealand. Entry of Māori heritage places on the List is a process that informs landowners and the public about these places and can also support their protection. The introduction of protection mechanisms like covenants and listing on district plans can be assisted by entering them onto the List. Inclusion on the List can also support applications for funding for preservation work. Pouhere Taonga staff:

- a) liaise and consult with tangata whenua and interested groups, e.g. landowners, local authorities, government departments;
- b) specifically prepare Māori heritage proposals for entry on the List; and
- c) assist with research, and prepare reports for the Board of Pouhere Taonga and Māori Heritage Council.

Appendix B: The Role of Manatū Taonga - Ministry for Culture and Heritage in relation to Taonga Tūturu

1. The Minister for Arts, Culture and Heritage (“the Minister”) and the Chief Executive of the Ministry for Culture and Heritage (“the Chief Executive”) have certain roles in terms of the matters described in this Appendix. In exercising such roles, the Minister and the Chief Executive will provide Te Mana o Ngāti Rangitihī Trust with the opportunity for input into those matters.

RELATIONSHIP PRINCIPLES

2. Te Mana o Ngāti Rangitihī Trust, the Minister and the Chief Executive agree to abide by the relationship principles set out in [clauses 12 and 13] of this Whakaaetanga when implementing the relationship as set out in this Appendix and in exercising the various roles and functions described in this Appendix.

WHAKAAETANGA PROVISIONS

3. The Ministry for Culture and Heritage (“MCH”) agrees to comply with all of its obligations to Te Mana o Ngāti Rangitihī Trust set out in the body of the Whakaaetanga.

PROTECTED OBJECTS ACT 1975

4. The Chief Executive has certain functions, powers and duties in terms of the Protected Objects Act 1975 (formerly known as the Antiquities Act 1975) and will consult, notify and provide information to Te Mana o Ngāti Rangitihī Trust trustees within the limits of the Act.
5. The Protected Objects Act 1975 regulates:
 - a) the export of protected New Zealand objects;
 - b) the illegal export and import of protected New Zealand and foreign objects; and
 - c) the sale, trade and ownership of taonga tūturu, including what to do if you find a taonga or Māori artefact.

NOTIFICATION OF TAONGA TŪTURU

6. From the date this Whakaaetanga is issued the Chief Executive will:
 - a) notify Te Mana o Ngāti Rangitihī Trust in writing of any Taonga Tūturu found within the Area or identified as being of Ngāti Rangitihī origin found anywhere else in New Zealand;
 - b) provide for the care, recording and custody of any Taonga Tūturu found within the Area or identified as being of Ngāti Rangitihī origin found anywhere else in New Zealand;

DOCUMENTS

8: WHAKAAETANGA TIAKI TAONGA

- c) notify Te Mana o Ngāti Rangitihi Trust in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Area or identified as being of Ngāti Rangitihi origin found anywhere else in New Zealand;
- d) notify Te Mana o Ngāti Rangitihi Trust 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 Area or identified as being of Ngāti Rangitihi origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
- e) notify Te Mana o Ngāti Rangitihi Trust 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 Area or identified as being of Ngāti Rangitihi 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 THE AREA OR IDENTIFIED AS BEING OF NGĀTI RANGITIHI ORIGIN FOUND ELSEWHERE IN NEW ZEALAND

- 7. If Te Mana o Ngāti Rangitihi Trust lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Area or identified as being of Ngāti Rangitihi 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.
- 8. If there is a competing claim or claims lodged in conjunction with Te Mana o Ngāti Rangitihi Trust's claim of ownership, the Chief Executive will consult with Te Mana o Ngāti Rangitihi Trust 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.
- 9. If the competing claims for ownership of any Taonga Tūturu found within the Area or identified as being of Ngāti Rangitihi origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of Te Mana o Ngāti Rangitihi Trust may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

CUSTODY OF TAONGA TŪTURU FOUND IN THE AREA OR IDENTIFIED AS BEING OF NGĀTI RANGITIHI ORIGIN FOUND ELSEWHERE IN NEW ZEALAND

- 10. If Te Mana o Ngāti Rangitihi Trust does not lodge a claim of ownership of any Taonga Tūturu found within the Area or identified as being of Ngāti Rangitihi 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:
 - a) consult Te Mana o Ngāti Rangitihi Trust before a decision is made on who may have custody of the Taonga Tūturu; and
 - b) notify Te Mana o Ngāti Rangitihi Trust in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

DOCUMENTS

8: WHAKAAETANGA TIAKI TAONGA

EXPORT APPLICATIONS - EXPERT EXAMINERS

11. For the purpose of seeking an expert opinion from Te Mana o Ngāti Rangitahi Trust trustees on any export applications to remove any Taonga Tūturu of Ngāti Rangitahi origin from New Zealand, the Chief Executive will register Te Mana o Ngāti Rangitahi Trust trustees on the MCH Register of Expert Examiners.
12. Where the Chief Executive receives an export application to remove any Taonga Tūturu of Ngāti Rangitahi origin from New Zealand, the Chief Executive will consult Te Mana o Ngāti Rangitahi Trust trustees as an Expert Examiner on that application, and notify Te Mana o Ngāti Rangitahi Trust trustees in writing of their decision.

THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

13. The Minister has functions, powers and duties under the Protected Objects Act 1975 and may consult, notify and provide information to Te Mana o Ngāti Rangitahi Trust within the limits of the Act. In circumstances where the Chief Executive originally consulted Te Mana o Ngāti Rangitahi Trust as an Expert Examiner, the Minister may consult with Te Mana o Ngāti Rangitahi Trust where a person appeals the decision of the Chief Executive to:
 - a) refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
 - b) impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;
14. MCH will notify Te Mana o Ngāti Rangitahi Trust in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where Te Mana o Ngāti Rangitahi Trust was consulted as an Expert Examiner.

REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

15. The Chief Executive will register Te Mana o Ngāti Rangitahi Trust trustees as a Registered Collector of Taonga Tūturu.

BOARD APPOINTMENTS

16. The Chief Executive shall:
 - a) notify Te Mana o Ngāti Rangitahi Trust trustees of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
 - b) add Te Mana o Ngāti Rangitahi Trust trustees' nominees onto MCH's Nomination Register for Boards, which the Minister appoints to; and
 - c) notify Te Mana o Ngāti Rangitahi Trust trustees of any ministerial appointments to Boards which the Minister to, where these are publicly notified.

DOCUMENTS

8: WHAKAAETANGA TIAKI TAONGA

NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

17. The Chief Executive shall seek and consider the views of Te Mana o Ngāti Rangitihī Trust trustees on any national monument, war grave or historic grave managed or administered by MCH, which specifically relates to Ngāti Rangitihī's interests.
18. Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by Te Mana o Ngāti Rangitihī Trust, which the Chief Executive considers complies with the MCH'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).

HISTORY PUBLICATIONS RELATING TO NGĀTI RANGITIHI

19. The Chief Executive shall:
 - a) provide Te Mana o Ngāti Rangitihī Trust trustees with a list and copies of all history publications commissioned or undertaken by MCH that relate substantially to Ngāti Rangitihī; and
 - b) where reasonably practicable, consult with Te Mana o Ngāti Rangitihī Trust trustees on any work MCH undertakes that relates substantially to Ngāti Rangitihī:
 - i) from an early stage;
 - ii) during the process of undertaking the work; and
 - iii) before making the final decision on the material of a publication.
20. Te Mana o Ngāti Rangitihī Trust trustees accept that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by Te Mana o Ngāti Rangitihī Trust trustees, is entitled to make the final decision on the material of the historical publication.

PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

21. When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngāti Rangitihī within the Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.
22. Where appropriate, the Chief Executive will consider using Te Mana o Ngāti Rangitihī Trust trustees as a provider of professional services. The procurement by the Chief Executive of any such services set out in [clause 22 and 23] of Appendix B is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and MCH's purchasing policy.

Appendix C: Background information of the agencies

Te Tari Taiwhenua (Department of Internal Affairs)

1. Te Tari Taiwhenua Department of Internal Affairs (“the Department”) is the oldest government department and has been part of the fabric of New Zealand’s Public Service since the signing of te Tiriti o Waitangi / Treaty of Waitangi.
2. The Department serves and connects people, communities and government to build a safe, prosperous and respected nation. The Department is responsible to six Ministers administering six Votes across seven portfolios. Our portfolios include Internal Affairs, Ministerial Services, Ethnic Affairs, Civil Defence, Racing, Local Government and the Community and Voluntary sector.
3. The Minister of Internal Affairs oversees the Government’s ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
4. The Department:
 - (a) provides direct services to people, communities and government;
 - (b) provides policy advice to government;
 - (c) regulates peoples activity, encourages compliance and enforces the law;
 - (d) monitors performance; and
 - (e) currently employs 1500 staff in 21 cities and towns in New Zealand, Sydney and London.
5. In March 2010 Cabinet agreed that the functions of the National Library and Archives New Zealand should be amalgamated into the Department of Internal Affairs. From the date of legal amalgamation the Chief Executive of the Department of Internal Affairs will be accountable for the functions of the National Library and of Archives New Zealand.
6. The Chief Executive of the Department is responsible and accountable for the implementation of, and commitments set out in, this Whakaaetanga in relation to the functions of the National Library and of Archives New Zealand, and will have an important role in managing the overall relationship with Ngāti Rangitahi.

National Library of New Zealand (Te Puna Mātauranga o Aotearoa)

7. The National Library of New Zealand is set up under the National Library of New Zealand (Te Puna Mātauranga o Aotearoa) Act 2003. Under section 7 of the Act, the purpose of the National Library is to enrich the cultural and economic life of New Zealand and its interchanges with other nations by, as appropriate:
 - (a) collecting, preserving, and protecting documents, particularly those relating to New Zealand, and making them accessible for all the people of New Zealand, in a manner consistent with their status as documentary heritage and taonga;
 - (b) supplementing and furthering the work of other libraries in New Zealand; and

DOCUMENTS

8: WHAKAAETANGA TIAKI TAONGA

- (c) working collaboratively with other institutions having similar purposes, including those forming part of the international library community.
8. The Alexander Turnbull Library forms part of the National Library. Under section 12 of the Act, the purposes of the Alexander Turnbull Library are:
- (a) to preserve, protect, develop, and make accessible for all the people of New Zealand the collections of that library in perpetuity and in a manner consistent with their status as documentary heritage and taonga;
 - (b) to develop the research collections and the services of the Alexander Turnbull Library, particularly in the fields of New Zealand and Pacific studies and rare books; and
 - (c) to develop and maintain a comprehensive collection of documents relating to New Zealand and the people of New Zealand.

Archives New Zealand (Te Rua Mahara o te Kāwanatanga)

9. Archives New Zealand leads in advising on and monitoring the public record, and in the preservation of public records of long-term value. Archives New Zealand administers the Public Records Act 2005 which sets the functions the department is required to provide and the powers necessary to carry out these functions.
10. Archives New Zealand works to achieve the following outcomes:
- (a) Full and accurate records are kept by public sector agencies;
 - (b) Public archives are preserved and well-managed;
 - (c) Public archives are accessible and used; and
 - (d) The archiving community is coordinated and well led.
11. Archives New Zealand has a leadership and regulatory role in shaping, and intervening where necessary, in the information management practices of public sector agencies. This includes developing standards for information creation and maintenance, and providing advice and training for those implementing these standards.
12. Records of long-term value are transferred to the public archive on the authority of the Chief Archivist who has the statutory responsibility to determine whether to keep or dispose of information. These records form the record of each government administration.
13. Archives New Zealand ensures that public archives are preserved and well managed, while making those in the public arena accessible. The majority of the public archive is held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin.
14. Access to the public archive is promoted through customer assistance and support in each of Archives New Zealand's four reading rooms across the country, our remote enquiries service, along with an increasing online digital presence.
15. Archives New Zealand has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private and community records. Maintaining a presence and working within the wider community, including Māori, iwi and hapū is important to the department's role and responsibility. The regional offices provide local

DOCUMENTS

8: WHAKAAETANGA TIAKI TAONGA

communities with access to records of local significance. Together we support government recordkeeping and community organisations, Māori, iwi and hapū with the care and management of archives.

Museum of New Zealand Te Papa Tongarewa (Te Papa)

16. The Museum of New Zealand Te Papa Tongarewa (“Te Papa”) is an autonomous Crown Entity under the Crown Entities Act 2004. It was established by the Museum of New Zealand Te Papa Tongarewa Act 1992, replacing the former National Museum and National Art Gallery.
17. Te Papa’s purpose, as stated in the Museum of New Zealand Te Papa Tongarewa Act, is to “provide a forum in which the nation may present, explore, and preserve both the heritage of its cultures and knowledge of the natural environment in order to better understand and treasure the past, enrich the present and meet the challenges of the future”.
18. Under the Act, in performing its functions, Te Papa shall:
 - (a) have regard to the ethnic and cultural diversity of the people of New Zealand, and the contributions they have made and continue to make to New Zealand’s cultural life and the fabric of New Zealand society;
 - (b) endeavour to ensure both that the Museum expresses and recognises the mana and significance of Māori, European, and other major traditions and cultural heritages, and that the Museum provides the means for every such culture to contribute effectively to the Museum as a statement of New Zealand’s identity;
 - (c) endeavour to ensure that the Museum is a source of pride for all New Zealanders.
19. For further information such as Annual Reports, Statements of Intent, and Statements of Performance Expectations, please refer to the Te Papa website:
<https://www.tepapa.govt.nz/about/what-we-do/annual-reports-and-key-documents>

Manatū Taonga – Ministry for Culture and Heritage

20. The Ministry works with national cultural agencies such as NZ On Air, Creative New Zealand, the New Zealand Film Commission, and Te Papa Tongarewa. We administer their funding, monitor their activities and support appointees to their boards.
21. The Ministry provides advice to government on where to focus its interventions in the cultural sector. It seeks to ensure that Vote funding is invested as effectively and efficiently as possible, delivering the most collective outcome, and that government priorities are met. The Ministry supports the Minister for Arts, Culture and Heritage, the Minister of Broadcasting, Communications and Digital Media, and the Minister for Sport and Recreation.
22. The Ministry is responsible for, and has a strong track record of, delivering high-quality publications (including websites), managing significant heritage and commemorations, and acting as guardian of New Zealand’s culture and kaitiaki of New Zealand’s taonga. The Ministry’s work prioritises cultural outcomes and also supports educational, economic and social outcomes, linking with the work of a range of other government agencies.
23. We maintain war graves and national memorials, including the National War Memorial. We award grants for regional museum projects, historical research, and Waitangi Day celebrations. The Ministry also maintains several heritage websites including Te Ara and NZHistory.govt.nz.

Heritage New Zealand Pouhere Taonga

24. Heritage New Zealand Pouhere Taonga is the leading national historic heritage agency. We operate in an environment marked by a growing interest in heritage, recognition of its social, cultural, environmental and economic benefits to our country, and awareness of its importance to national identity.
25. Heritage New Zealand Pouhere Taonga is an autonomous Crown Entity under the Crown Entities Act 2004. It is supported by the Government and funded via Vote Arts, Culture and Heritage through the Ministry for Culture and Heritage. Its work, powers and functions are prescribed by the Heritage New Zealand Pouhere Taonga Act 2014.
26. Most protective mechanisms for land-based historic heritage are administered by local authorities through their District Plan policies and heritage listings under the Resource Management Act 1991, although Heritage New Zealand Pouhere Taonga retains regulatory responsibilities regarding archaeological sites.
27. It is currently governed by a Board of Trustees, assisted by a Māori Heritage Council. The national office is in Wellington, with regional and area offices in Kerikeri, Auckland, Tauranga, Wellington, Christchurch and Dunedin, and a portfolio of 48 historic properties we care for around the country.

Heritage New Zealand - a change of name

28. In 2010, the Ministry for Culture and Heritage led a review of the Historic Places Act 1993 (HPA) and as a result of that work the Heritage New Zealand Pouhere Taonga Act 2014 was enacted on Tuesday 20 May 2014. The Act made some changes to how Heritage New Zealand operates, and to archaeological provisions. It also formally changed its name to Heritage New Zealand Pouhere Taonga and completes our transition to an Autonomous Crown Entity.
29. Generations of New Zealanders grew up with the New Zealand Historic Places Trust, working with Heritage New Zealand to preserve New Zealand's significant heritage. But even though the name was well known, it does not reflect who Heritage New Zealand is today.
30. While our status has changed some aspects of the way the organisation functions, there is much that will remain the same. Heritage New Zealand continues to:
 - (a) Work in partnership with others, including iwi and hapū Māori, local and central government agencies, heritage NGOs, property owners, and its volunteers;
 - (b) Provide advice to both central and local government, and property owners on the conservation of New Zealand's most significant heritage sites; and
 - (c) Maintain the New Zealand Heritage List (formerly the national Register of historic places), manage 48 nationally significant heritage properties, regulate the modification of archaeological sites, and manage the national heritage preservation incentive fund.

Appendix D: Ngāti Rangitihi Area of Interest

[To be inserted]

**9 LETTER OF INTRODUCTION TO NGĀ TAONGA WHITIĀHUA ME
NGĀ TAONGA KŌRERO**

DOCUMENTS

9: LETTER OF INTRODUCTION TO NGĀ TAONGA WHITIĀHUA ME NGĀ TAONGA KŌRERO



Level 3, Justice Centre
19 Aitken Street
SX10111
Wellington 6011

[Date]

Honiana Love
Interim Chief Executive
Ngā Taonga Whitiāhua Me Ngā Taonga Kōrero
PO Box 11 449
WELLINGTON 6142

Tēnā koe

Ngāti Rangitihi: Letter of Introduction

On *[insert date]*, the Crown signed a deed of settlement with Ngāti Rangitihi to settle their historical te Tiriti o Waitangi / Treaty of Waitangi claims. The Ngāti Rangitihi Claims Settlement Act *[year]* was passed to implement the settlement on *[year]* and settlement date was on *[insert date]*.

The deed of settlement is comprised of both cultural and commercial redress to remedy historical grievances Ngāti Rangitihi have suffered because of Crown breaches of te Tiriti o Waitangi / Treaty of Waitangi. Cultural redress includes access to cultural resources and relationship agreements. A summary of the deed of settlement can be found at *[insert link here]*.

During negotiations with the Crown, Ngāti Rangitihi expressed an interest in developing and/or enhancing relationships with entities that are involved in the well-being of Ngāti Rangitihi people. Ngāti Rangitihi would like the opportunity to work with Ngā Taonga Whitiāhua Me Ngā Taonga Kōrero (Ngā Taonga Sound & Vision) on learning opportunities that relate to care, conservation, cataloguing, collecting, and digitisation of non-written material held by Ngāti Rangitihi.

In the deed of settlement, the Crown agreed to write letters encouraging a co-operative relationship between Ngāti Rangitihi and Ngā Taonga Sound & Vision. Accordingly, I am writing to encourage Ngā Taonga Sound & Vision to contact Ngāti Rangitihi to foster a co-operative relationship and to discuss matters of common interest.

DOCUMENTS

9: LETTER OF INTRODUCTION TO NGĀ TAONGA WHITIĀHUA ME NGĀ TAONGA KŌRERO

The contact details for the Ngāti Rangitihi Settlement Trust are:

Te Mana o Ngāti Rangitihi Trust
PO Box 831
Whakatane 3158
New Zealand

For information on Ngāti Rangitihi whakapapa please refer to the Ngāti Rangitihi Story at: <https://www.ngatirangitihi.iwi.nz/wp-content/uploads/2019/02/Rangitihi-Story-Chapter-1-2.pdf>. A map of the Ngāti Rangitihi area of interest is attached at Appendix One.

If you have any questions please contact Fern Hyett, Negotiation and Settlement Manager at Te Arawhiti on (04) 494 9834 or by email at fern.hyett@tearawhiti.govt.nz.

Nāku noa, nā

Lil Anderson
Tumu Whakarae – Chief Executive

DOCUMENTS

9: LETTER OF INTRODUCTION TO NGĀ TAONGA WHITIĀHUA ME NGĀ TAONGA KŌRERO

Appendix One: Ngāti Rangitihi Area of Interest

[To be inserted]

10 ENCUMBRANCES

DOCUMENTS
10: ENCUMBRANCES

10.1 Te Tapahoro property conservation covenant

CONSERVATION COVENANT

(Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of 202

BETWEEN [THE TRUSTEES OF TE MANA O NGĀTI RANGITIHI TRUST]
(the Owner)

AND THE MINISTER OF CONSERVATION
(the Minister)

BACKGROUND

- A. Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.
- B. The Owner is the registered owner of the Land described in Schedule 1 (being 5 hectares) as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [X XXXX 20XX] and implemented by the [XXXX Claims Settlement Act 20XX].
- C. The Land contains Reserve Values which the parties to the Deed of Settlement agree should be subject to a covenant under the Reserves Act 1977 which would provide that the Land should be managed to protect those values.
- D. The parties agree the Owner may undertake limited low impact development(s) on the Land over a total area of no greater than 2 (two) hectares of the Land, which shall only be for cultural or tourism purposes (including commercial) and must be sympathetic of and shall not unduly impact upon the Reserve Values of the remainder 3 (three) hectares of the Land.
- E. The Owner has therefore agreed to grant the Minister a Covenant over the Land to protect the Land's Reserve Values and to provide for limited low impact development of the Land.

OPERATIVE PARTS

In accordance with section 77 of the Reserves Act 1977, and with the intent that the Covenant runs with the Land and binds all subsequent owners of the Land, the Owner and the Minister agree as follows:

1 INTERPRETATION

- 1.1 In this Covenant unless the context otherwise requires:

“Act” means the Reserves Act 1977.

“Covenant” means this Deed of Covenant made under section 77 of the Act.

“Director-General” means the Director-General of Conservation.

“Fence” includes a gate.

“Land” means the land described in Schedule 1.

DOCUMENTS
10: ENCUMBRANCES

“Minerals”	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
“Minister”	means the Minister of Conservation.
“Natural Water”	includes water contained in streams the banks of which have, from time to time, been re-aligned.
“Owner”	means the person or persons who, from time to time, is or are registered as the owner(s) of the Land.
“Reserve Values”	means any or all of the Land’s natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
“Working Days”	means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Land is located.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;
- 1.2.2 references to clauses are references to clauses in this Covenant;
- 1.2.3 references to parties are references to the Owner and the Minister;
- 1.2.4 words importing the singular number include the plural and vice versa;
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant and seek to determine the issue, the parties must have regard to the matters contained in the Background;
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.2.7 words importing one gender include the other gender;
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity;
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVE OF THE COVENANT

- 2.1 The Land must be managed to protect the Reserve Values, subject to the Special Conditions at Schedule 3.

3 IMPLEMENTATION OF OBJECTIVE

- 3.1 Except as otherwise provided in this Covenant or agreed in writing by the parties, the Owner must not carry out or permit on or in relation to the Land:
 - 3.1.1 grazing of the Land by livestock;

DOCUMENTS
10: ENCUMBRANCES

- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
 - 3.1.3 the planting of any species of exotic tree, shrub or other plant, or any other plant not endemic to and not sourced from the immediate vicinity in which the Land is situated;
 - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
 - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
 - 3.1.6 any cultivation, earth works or other soil disturbances;
 - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
 - 3.1.8 the damming, diverting or taking of Natural Water;
 - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.10 any other activity which might have an adverse effect on the Reserve Values;
 - 3.1.11 any prospecting or mining for minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land.
- 3.2 Except as otherwise provided in this Covenant or agreed in writing by the Parties, the Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and in particular comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 if it is safe to do so, assist Fire and Emergency New Zealand to extinguish any wildfire upon or threatening the Land;
 - 3.2.3 keep the Land free from exotic tree species;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access onto the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
 - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild or replace all such Fences when reasonably required except as provided in clause 4.1;
 - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

DOCUMENTS
10: ENCUMBRANCES

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

4.1 The Minister must:

4.1.1 have regard to the objective specified in clause 2.1 when considering any requests for approval under this Covenant;

4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.

4.2 The Minister may:

4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objective specified in clause 2.1.

5 JOINT OBLIGATIONS

5.1 The Owner or the Minister may, by mutual agreement, carry out any work or activity or improvement or take any action either jointly or individually better to achieve the objective set out in clause 2.1.

6 DURATION OF COVENANT

6.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

7 OBLIGATIONS ON DISPOSAL OF LAND

7.1 If the Owner sells, leases, mortgages, or parts with possession of the Land or any part thereof, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, mortgagee, or assignee to comply with the terms of this Covenant.

7.2 Such agreement must also include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, the subsequent purchaser, lessee, mortgagee, or assignee will comply with the terms of this Covenant including this clause.

7.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, mortgagee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

DOCUMENTS
10: ENCUMBRANCES

8 CONSENTS

- 8.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

9 MISCELLANEOUS MATTERS

9.1 Rights

- 9.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

9.2 Trespass Act:

- 9.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 9.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

9.3 Reserves Act

- 9.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

9.4 Registration

- 9.4.1 This Covenant must be signed by both parties and registered against the Record of Title to the Land.

9.5 Acceptance of Covenant

- 9.5.1 The parties agree to be bound by the provisions of this Covenant including during the period prior to the Covenant's registration.

9.6 Fire

- 9.6.1 The Owner must notify, as soon as practicable, Fire and Emergency New Zealand (FENZ) and the Minister if fire threatens the Land.
- 9.6.2 The Minister will render assistance to FENZ in suppressing the fire if:
- 9.6.2.1 requested to do so; or
- 9.6.2.2 there is an agreement in place between the Minister and FENZ to render such assistance under section 147 of the Fire and Emergency New Zealand Act 2017.
- 9.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wildfire through wilful action or negligence (which includes the case where the wildfire is caused by the escape of a permitted fire due to non-adherence to the conditions of the permit).

DOCUMENTS
10: ENCUMBRANCES

10 DEFAULT

- 10.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:
- 10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and
- 10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.
- 10.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:
- 10.3 Advise the defaulting party of the default.
- 10.3.1 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
- 10.3.2 state a reasonable period within which the defaulting party must take action to remedy the default.

11 DISPUTE RESOLUTION PROCESSES

- 11.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.
- 11.2 **Mediation**
- 11.2.1 if the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;
- 11.2.2 if the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.
- 11.3 **Failure of Mediation**
- 11.3.1 in the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply;
- 11.3.2 notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President of the New Zealand Law Society;
- 11.3.3 the parties further agree that the results of arbitration are to be binding upon the parties.

DOCUMENTS
10: ENCUMBRANCES

12 NOTICES

- 12.1 A notice to be given under this Covenant by one party to the other is to be in writing and made by personal delivery, by pre-paid post, or by email addressed to the receiving party at the address or email address set out in Schedule 2.
- 12.2 A notice given in accordance with clause 12.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of pre-paid post, on the sixth working day after posting;
 - (c) in the case of email, on the day on which it is dispatched if that is a Working Day or, if it is not a Working Day or if it is dispatched after 5.00pm, on the next Working Day after the date of dispatch.
- 12.3 The Owner must notify the Minister of any change of ownership or control of all or part of the Land and must supply the Minister with the name and address of the new owner or person in control.

13 SPECIAL CONDITIONS

- 13.1 Special conditions relating to this Covenant are set out in Schedule 3.
- 13.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

Signed by _____ as)
Owner in the presence of:)

Witness: _____

Address: _____

Occupation: _____

Signed by _____ exercising his/her)
powers under section 117 of the Reserves Act 1977)
as designated Commissioner and acting for and on)
behalf of the Minister of Conservation)
in the presence of:)

Witness: _____

Address: _____

Occupation: _____

DOCUMENTS
10: ENCUMBRANCES

SCHEDULE 1

Description of Land:

[All that land containing “XXX” hectares, more or less, being Section 1 SO “XXX”]

The Land is located within the Lake Tarawera Scenic Reserve and comprises vegetation exhibiting variable recovery. This follows the land being completely denuded by the Mount Tarawera eruption of 1886. Vegetation and landscape of this type is not represented elsewhere in New Zealand. It is comprised of older secondary vegetation dominated mostly by tall kanuka and kanuka-kohuhu forest with rewarewa and pohutukawa present in the canopy. This includes rare examples of inland pohutukawa. The Land is part of a wider extensive indigenous forest tract surrounding Lake Tarawera.

Reserve Values of the Land to be protected:

- (a) To protect and enhance the natural character of the Land with particular regard to the indigenous flora and fauna, including as representative of inland pohutukawa forests;
- (b) To protect the landscape amenity of the Land;
- (c) To protect the landscape amenity of the indigenous vegetation;
- (d) To allow and encourage the natural regeneration of indigenous species;
- (e) To preserve freshwater life on and habitat of the Land; and
- (f) To preserve the historical value of the Land.

DOCUMENTS
10: ENCUMBRANCES

SCHEDULE 2

Address for Service

The address for service of the Owner is:

[]

The address for service of the Minister is:

Physical address

Operations Manager
Department of Conservation
99 Sala Street
Rotorua 3010

Postal address

Operations Manager
Department of Conservation
PO Box 1146
Rotorua 3040

Email

rotorua@doc.govt.nz

DOCUMENTS

10: ENCUMBRANCES

SCHEDULE 3

Special Conditions

Two Hectare Development Area

1. Unless otherwise agreed in writing by the parties or otherwise authorised under this Covenant, the Owner may not carry out or permit to be carried out any development(s) on the Land (or any part of it) including, without limitation, the erection of any Fence, building, structure or other improvement for any purpose - with the exception of development(s) comprising low impact buildings and related improvements (including adjoining lawns, gardens, paths, roads, utilities, and other infrastructure).
2. The total combined development area shall not exceed 2.0 hectares and shall only be developed for cultural or tourism (including commercial) purposes, with the balance area(s) being protected by the standard provisions of this Covenant.
3. Prior to undertaking any development within the 2.0 hectare development area, the Owner shall consult with the Minister (through the Department of Conservation) and take their views into account to ensure all developments within the 2.0 hectare development area are sympathetic of the Reserve Values of the balance of the Land.
4. The Owner shall identify the location(s) of the 2.0 hectare development area and notify the Minister of the same (for example, by providing a suitable map and a description of the development area(s)), as they become known and prior to undertaking any development(s) on those areas of the Land. The requirement to identify all of the 2.0 hectare development area is an ongoing obligation.
5. For the avoidance of doubt, there is no ability for the Owner to retire or exchange (or similar) any already identified development area for other areas of the Land, without the express permission of the Minister. The intention of this special condition is to prevent any interpretation of the Covenant that would allow for more than 2.0 hectares of the Land to ever be developed, apart from the additional permitted low impact walking tracks.
6. The Owner shall ensure all developments on the Land comply with the relevant territorial authority's then operative District Plan and shall not be carried out unless and until all required consents are granted.

Walking Tracks

7. The Owner may construct and maintain low impact walking tracks (pedestrian only) on the Land outside of the 2.0 hectare development area, but only where the walking tracks are reasonably necessary to enable the Owner (and its invitees) to enjoy the Reserve Values of the Land; and/or to enable the Owner to carry out its obligations to maintain the Land under this Covenant.
8. Before constructing any walking tracks on the Land outside of the combined 2.0 hectare development area, the Owner shall consult with the Minister over the exact route of any walking track and shall comply with any reasonable directions of the

DOCUMENTS

10: ENCUMBRANCES

Minister, including compliance with any relevant Standard Operating Procedure that prescribes standards for the design, construction, and maintenance of walking tracks and outdoor visitor structures (for example).

9. The parties agree that any such walking tracks shall only be constructed where they require no more than minimal vegetation clearance and otherwise have minimal impact on the Reserve Values.

Other Matters

10. The boundaries of the Land shall be surveyed as a requirement of the [XXXX Claims Settlement Act 20XX]. Marker posts (at regular intervals) shall be placed by the surveyor at time of survey.
11. For the avoidance of doubt, the parties acknowledge there is no obligation on the Owner to establish any boundary Fence on the Land. However, where any boundary fence is established, the obligation at clause 3.2.6 of the standard conditions apply.
12. Despite clause 3.1.2 of the standard conditions, the Owner or party authorised by the Owner may collect seed from any species of tree, shrub, or other plant on the Land.
13. The Owner may conduct or allow to be conducted any form of research on the Land provided it is not incompatible with the objective of this Covenant.
14. The Owner acknowledges the Minister may be undertaking pest control operations on adjoining public conservation land at any time, including aerial 1080 operations (for example). The Minister agrees to notify the Owner of any such operations and to consult with the Owner where appropriate.
15. Nothing in this Covenant shall affect any benefit which may accrue to the Owner, whether by way of carbon credits or otherwise, or any obligations of the Owner arising from the Kyoto Protocol or any succeeding protocol.

GRANT of CONSERVATION COVENANT

Under Section 77 of the
Reserves Act 1977

to

MINISTER OF CONSERVATION

Certified correct for the purposes of
the Land Transfer Act 2017

Solicitor
Department of Conservation

DOCUMENTS

10: ENCUMBRANCES

10.2 Te Tapahoro property easement for specified rights

DOCUMENTS
10: ENCUMBRANCES

Easement instrument to grant easement
Section 109 Land Transfer Act 2017

Land registration district

SOUTH AUCKLAND

[BARCODE]

Grantor

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

Grantee

[the Trustees of Te Mana o Ngāti Rangitihi Trust] *[insert names of trustees]*

Grant of Easement

The Grantor being the registered owner of the burdened land set out in Schedule A, **grants to the Grantee** in perpetuity the easement(s), as 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

See Annexure Schedule

Signed in my presence by the Grantee

Signature of witness

Witness name

Occupation

Address

Signed for and on behalf of **HER MAJESTY THE QUEEN** as Grantor 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

Signature of Grantor

Signed by the Grantor in my presence

Signature of witness

Witness name

Occupation

Address

I certify that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason in fact or in law why the instrument should not be registered or noted.

Certified by [Practitioner for Grantee] or [Grantee]

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 1

Easement Instrument Dated Page of Pages

Schedule A

(Continue in additional Annexure Schedule, if required)

Purpose (nature and extent) of easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in Gross
Right of way	[As shown marked [A1, A2 and D] on the aerial plan] (the easement area will be 10 metres wide) (subject to survey) Right of Way Easement Area	[Part Section 2 Block V Ruawahia Survey District]	[Section 1 SO XXX]
Right to convey water Right to drain water Right to drain sewage Right to convey electricity Right to convey telecommunications Right to convey gas	[As shown marked [A1 and D] on the aerial plan] (subject to survey) Services Easement Area	[Part Section 2 Block V Ruawahia Survey District]	[Section 1 SO XXX]
Right of way (Pedestrian only)	[As shown marked [B1] on the aerial plan] (the easement area will be 5 metres wide) (subject to survey) Right of Way (Pedestrian Only) Easement Area	[Section 2 SO 354520]	[Section 1 SO XXX]
	[As shown marked [B2 and C] on the aerial plan] (the easement area will be 5 metres wide) (subject to survey) Right of Way (Pedestrian Only) Easement Area	[Part Section 2 Block V Ruawahia Survey District]	[Section 1 SO XXX]

Easements 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 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers are **varied** by the provisions set out in Annexure Schedule 2.

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

1 OPERATIVE CLAUSE

- 1.1 Pursuant to section [X] of the Ngāti Rangitihī Claims Settlement Act [20XX], the Grantor transfers and grants to the Grantee in perpetuity the rights in this easement over the Burdened Land on the terms, conditions, covenants and restrictions contained in this Easement Instrument.

2 RIGHT OF WAY

- 2.1 The Grantor hereby grants to the Grantee a right of way over the ROW Easement Areas, together with the rights and powers set out in Schedule 5 of the Land Transfer Regulations 2018 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 Grantee and the Grantor have (in common with one another) the right to go, pass, and re-pass over and along the ROW Easement Areas. Subject to clause 3, these rights are exercisable with or without vehicles.
- 2.3 The Grantee acknowledges this Easement Instrument does not limit public access rights over and along the ROW Easement Areas, including the use of any easement facility.
- 2.4 The Grantee acknowledges this Easement Instrument does not compel the Grantor to establish, maintain, upkeep, or repair any suitable easement facility on the Easement Areas, including to any particular standard. Any works on the ROW Easement Areas deemed necessary by the Grantee to establish, maintain, upkeep, or repair any suitable easement facility to a standard suitable for the Grantee's activities are the responsibility of the Grantee. Any such works are subject to the Construction Conditions at clause 5, including the prior approval of the Grantor.
- 2.5 Notwithstanding clause 2.4, the Grantee may request a reasonable contribution towards the cost of establishment, maintenance, upkeep and repair of any easement facility to any particular standard. However, any such contribution agreed by the Grantor shall be at its sole discretion and will likely reflect the public need and use of the ROW Easement Areas.
- 2.6 No farm animal or domestic animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the ROW Easement Areas without the consent of the Grantor.
- 2.7 No firearm or other weapon may be carried or discharged on the ROW Easement Areas without the consent of the Grantor.
- 2.8 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 invitees, including any person who enters on any part of the Burdened Land at the request of the Grantee.

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

3 RIGHT OF WAY PEDESTRIAN ONLY

- 3.1 The rights exercisable under this Easement Instrument in respect of the areas identified as Right of Way (Pedestrian Only) Easement Area are restricted to pedestrian access only.
- 3.2 Notwithstanding clause 3.1, the Grantee and its contractors may go over and along the areas identified as Right of Way (Pedestrian Only) Easement Area with such machinery and vehicles that are necessary to establish, maintain, upkeep, or repair any suitable easement facility that the Grantee reasonably requires and for which the Grantor has given prior consent.

4 COMMERCIAL ACTIVITY

- 4.1 The Grantee acknowledges that commercial or similar activity carried out on the Easement Areas, other than the right to pass and repass granted by this Easement Instrument (which is extended to the Grantee's invitees), is not authorised by this Easement Instrument and is likely to require separate authorisation under the conservation legislation.
- 4.2 For the avoidance of doubt, the Grantee acknowledges this Easement Instrument does not authorise the undertaking of any commercial or similar activity outside of the Easement Areas.

5 CONSTRUCTION CONDITIONS

- 5.1 Prior to undertaking any works on the Easement Areas that are attributable to the exercise of the powers and authorities granted by this Easement Instrument, the Grantee will submit plans of the works to the Grantor for approval, and such approval shall not be unreasonably withheld.
- 5.2 The Grantee must ensure that all machinery, tools and equipment used in undertaking any works on the Easement Areas are weed free prior to being taken onto the Easement Areas.
- 5.3 The Grantee must ensure that all gravel and other materials used in undertaking any works on the Easement Areas are from a weed free source.
- 5.4 The Grantee must at all times maintain proper supervision and control of all works on the Easement Areas that are attributable to the activities the Grantee is undertaking.
- 5.5 If the Grantee opens up the surface of the Easement Areas, the Grantee must immediately upon completion of any works restore the surface of the Easement Areas as nearly as possible to its former condition to the satisfaction of the Grantor.

6 FUELS, HAZARDOUS MATERIALS, CHEMICALS AND WASTE

- 6.1 Any waste or rubbish must be disposed of in an approved manner off the Easement Areas at a Council approved site. Waste held on the Easement Areas prior to its removal must be stored in a manner so as to ensure it does not become a contaminant or is not blown by wind or present a potential hazard to wildlife.

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

6.2 In the event of any hazardous substance spill that is reasonably attributed to the Grantee's activities the Grantee must:

6.2.1 take all practicable measures to stop the flow of the substances and prevent further contamination onto the Easement Areas or water;

6.2.2 immediately contain, collect and remove the hazardous substances and any contaminated material, and dispose of all such material in an appropriate manner / authorised facility;

6.2.3 notify the Grantor as soon as practicable;

6.2.4 undertake any remedial action to restore any damage to the soil; and

6.2.5 take all measures to prevent any reoccurrence.

7 ACCIDENTAL DISCOVERY PROTOCOL

7.1 The Grantee must take all reasonable care to avoid any archaeological values on the Easement Areas, which includes (but is not limited to) historic sites and protected New Zealand objects on the Easement Areas. In the event that archaeological sites or other features with heritage values are found during any approved works on the Easement Areas:

7.1.1 work must cease immediately until further notice and advice must be sought from the Grantor;

7.1.2 if it is an archaeological site as defined by the Heritage New Zealand Pouhere Taonga Act 2014 then Heritage New Zealand must be contacted, and its advice sought;

7.1.3 if it is an archaeological site relating to Māori activity, then local iwi must be contacted and their advice sought;

7.1.4 if it is an artefact as defined by the Protected Objects Act 1975 then the Ministry for Culture and Heritage must be notified within 28 days;

7.1.5 if it is human remains the New Zealand Police should also be notified; and

7.1.6 in the event of cessation of approved work because of discovery of potential historical artefact or archaeological site the Grantee must not recommence work until permitted to do so by the Grantor.

8 GENERAL RIGHTS

8.1 The Grantor must not do and must not allow to be done on the Burdened Land anything that may interfere with or restrict the rights under this Easement Instrument.

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

8.2 Notwithstanding clause 8.1:

8.2.1 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 Burdened Land, but such gates when opened shall leave a clear space of a width not less than five (5) metres for vehicle passage and three (3) metres for pedestrian passage. The Grantor shall provide the Grantee with keys to any locks fitted to any of the said gates; and

8.2.2 the Grantor may close access during periods of high fire hazard or for reasons of public safety and emergency.

8.3 If any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party then the cost of such maintenance and repair shall be borne by the party that caused the damage.

8.4 The Grantee must remedy or arrange to have remedied any defect of the easement facility, or damage to the Easement Areas that is reasonably attributed to the Grantee's activities.

8.5 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Burdened Land that is reasonably attributed to the Grantee's activities.

8.6 The Grantee agrees to use the Easement Areas at the Grantee's own risk and releases to the full extent permitted by law the Grantor (and the Grantor's employees, agents and contractors) 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 Easement Areas.

8.7 Nothing contained or implied in this Easement Instrument requires the Grantor or the Grantee to supply services on or under the Easement Areas or entitles the Grantee to interfere with the services of any other user of the Burdened Land.

9 TELECOMMUNICATION SITE SPECIFIC CONDITIONS

9.1 All conducting links to antennae, aerials, power sources and transmitting equipment are to be by way of cables directly fastened to the structures or buried in the ground. No power cables, or other wires or lines are to be strung through the air.

9.2 The Grantee must ensure that the easement facility is installed and operated to professionally accepted Telecommunications standards.

9.3 The Grantee must ensure that the operation of its equipment on the Services Easement Area, does not interfere with any other similar operation authorised by the Grantor. If technical/operational interference does occur and it is attributable to the operation of the Grantee's equipment, then the Grantee must correct the problem, at no expense to the Grantor.

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

9.4 The Grantee must remove from the Burdened Land any batteries that are not in service or good condition.

9.5 The Grantee may be required to update or relocate the easement facilities as a result of developments in technology, if in the Grantor's opinion, this enables the existing impacts or effects on the environment to be reduced, or eliminated.

10 DEFAULT

10.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this Easement Instrument:

10.1.1 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; and

10.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may:

- (a) meet the obligation; and
- (b) for that purpose, enter the Burdened Land; and

10.1.3 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; and

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

11 DISPUTES

11.1 If a dispute in relation to this Easement Instrument arises between the Grantor and Grantee:

11.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and

11.1.2 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

11.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):

- (a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
- (b) 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
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

12 DEFINITIONS

12.1 In this Easement Instrument:

“Easement Areas” means the Right of Way Easement Area, the Right of Way (Pedestrian Only) Easement Areas, and the Services Easement Area; and

“ROW Easement Areas” means the Right of Way Easement Area and the Right of Way (Pedestrian Only) Easement Areas.

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Attestation"

Signed by the following as Grantee:

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

In the presence of:

Name:

Occupation:

Address:

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

DOCUMENTS

10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

SCHEDULE

1 GRANTOR'S ADDRESS:

Department of Conservation

18-22 Manners Street

Wellington

2 GRANTEE'S ADDRESS:

Te Mana o Ngāti Rangitihi Trust

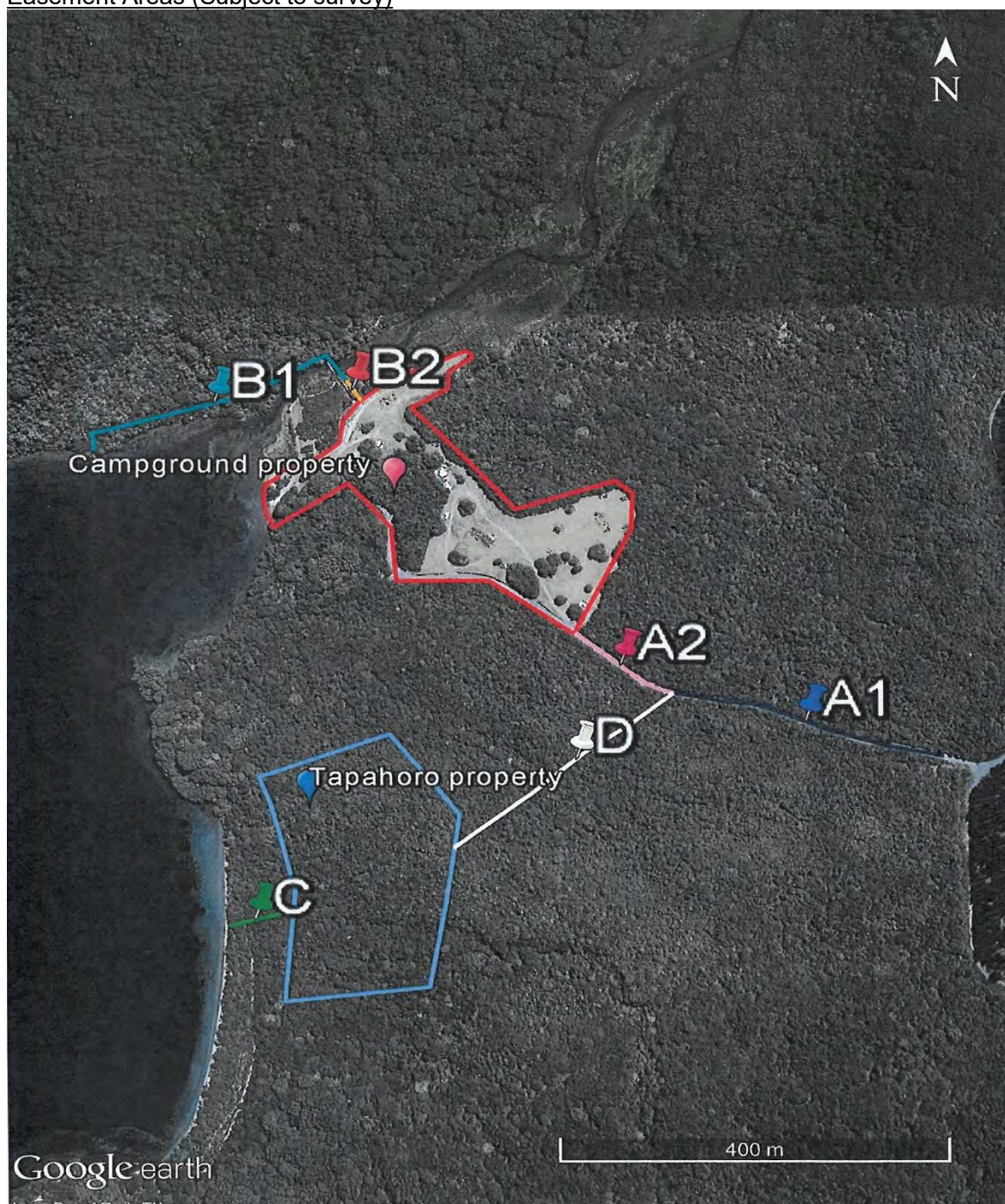
[enter address]

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

DOCUMENTS
10: ENCUMBRANCES

THIS MAP IS FOR DIAGRAMATIC PURPOSES ONLY AND IS NOT TO BE INCLUDED IN THE DOCUMENT LODGED FOR REGISTRATION WITH LAND INFORMATION NEW ZEALAND.

Easement Areas (Subject to survey)



DOCUMENTS
10: ENCUMBRANCES

10.3 Waimangu Volcanic Valley right of way easement

DOCUMENTS
10: ENCUMBRANCES

Easement instrument to grant easement
Section 109 Land Transfer Act 2017

Land registration district

SOUTH AUCKLAND

[BARCODE]

Grantor

[the Trustees of Te Mana o Ngāti Rangitihi Trust] *[insert names of trustees]*

Grantee

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 owner of the burdened land set out in Schedule A, **grants to the Grantee** in gross and in perpetuity 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

See Annexure Schedule

Signed in my presence by the Grantor

Signature of witness

Witness 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

Signature of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness name

Occupation

Address

I certify that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason in fact or in law why the instrument should not be registered or noted.

Certified by [Practitioner for Grantee] or [Grantee]

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 1

Easement Instrument

Dated

Page

of

Pages

Schedule A

(Continue in additional Annexure Schedule, if required)

Purpose (nature and extent) of easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in Gross
Right of way	[As shown marked with a red pecked line on the aerial plan] [(the easement area will be 5 metres wide)(subject to survey)] The Easement Area	[Section [] on SO [] Subject to survey]	In gross

Easements 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 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers hereby **varied**, **negatived** or **added** to by the provisions set out in Annexure Schedule 2.

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

1 OPERATIVE CLAUSE

- 1.1 Pursuant to clause [X] of the Ngāti Rangitihī Claims Settlement Act [20XX], the Grantor transfers and grants to the Grantee in perpetuity the rights in this easement over the Burdened Land on the terms, conditions, covenants and restrictions contained in this Easement Instrument.

2 RIGHT OF WAY

- 2.1 The Grantor hereby grants to the Grantee a right of way over those Parts of the Burdened Land identified as the Easement Area, together with the rights and powers set out in Schedule 5 of the Land Transfer Regulations 2018 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 Grantee and the Grantor have (in common with one another) the right to go, pass, and re-pass over and along the Easement Area.
- 2.3 The right of way includes the right for the Grantee its employees or contractors to proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms) and dogs to carry out work to develop, improve or maintain the Easement Area and to undertake research and other conservation activities within adjoining areas administered by the Grantee.
- 2.4 For the avoidance of doubt, the rights and powers granted under this Easement Instrument extend over any jetty, slipway or similar structure that may exist at any time on the Easement Area. These rights and powers include the right of the Grantee to temporarily berth or store vessels on the Easement Area, but only to the extent necessary for the Grantee to exercise its rights and powers under this Easement Instrument.
- 2.5 For the avoidance of doubt, the rights and powers granted under this Easement Instrument do not extend to the general public.

3 GENERAL RIGHTS

- 3.1 The Grantor must not do and must not allow to be done on the Burdened Land anything that may interfere with or restrict the rights under this Easement Instrument or of any other party or interfere with the efficient operation of the Easement Area.
- 3.2 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 Burdened Land at the request of the Grantee.
- 3.3 The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other similar public body.

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

4 REPAIR, MAINTENANCE, AND COSTS

- 4.1 Clause 11 of Schedule 5 of the Land Transfer Regulations 2018 is varied and replaced with the following: So long as the Grantor has responsibility for the control and administration of the Easement Area as a scenic reserve, the Grantor is responsible for arranging the repair and maintenance of the easement facility, and for the associated costs, so as to keep the easement facility in good order and to prevent it from becoming a danger or nuisance. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party then the cost of such maintenance and repair shall be borne by the party that caused the damage.
- 4.2 For the avoidance of doubt, should the Easement Area no longer be subject to control and administration as a scenic reserve, the Grantee may repair and maintain the easement facility to a standard suitable for its own activities.
- 4.3 The Grantee must immediately make good any damage done to the Burdened Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.4 The Grantee must compensate the Grantor for all damage caused by the work to any buildings, erections, or fences on the Burdened Land.

5 GRANTOR'S RIGHTS

- 5.1 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 Burdened Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage, and provided that the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

6 RIGHTS OF ENTRY

- 6.1 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 but may be given subject to any reasonable conditions:
- 6.1.1 enter upon the Burdened Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
- 6.1.2 remain on the Burdened Land for a reasonable time for the sole purpose of completing the necessary work; and
- 6.1.3 leave any vehicles or equipment on the Burdened Land for a reasonable time if work is proceeding.
- 6.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Burdened Land or to the Grantor.

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

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

7 DEFAULT

7.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this Easement Instrument:

7.1.1 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; and

7.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may:

- (a) meet the obligation; and
- (b) for that purpose, enter the Burdened Land; and

7.1.3 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; and

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

8 DISPUTES

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

8.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and

8.1.2 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

8.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):

- (a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
- (b) 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
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Attestation"

*Signed by the following trustees of Te Mana o
Ngāti Rangitihi Trust as Grantor:*

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

In the presence of:

Name:

Occupation:

Address:

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

DOCUMENTS

10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

SCHEDULE

1 GRANTOR'S ADDRESS:

Te Mana o Ngāti Rangitihi Trust

[enter address]

2 GRANTEE'S ADDRESS:

Department of Conservation

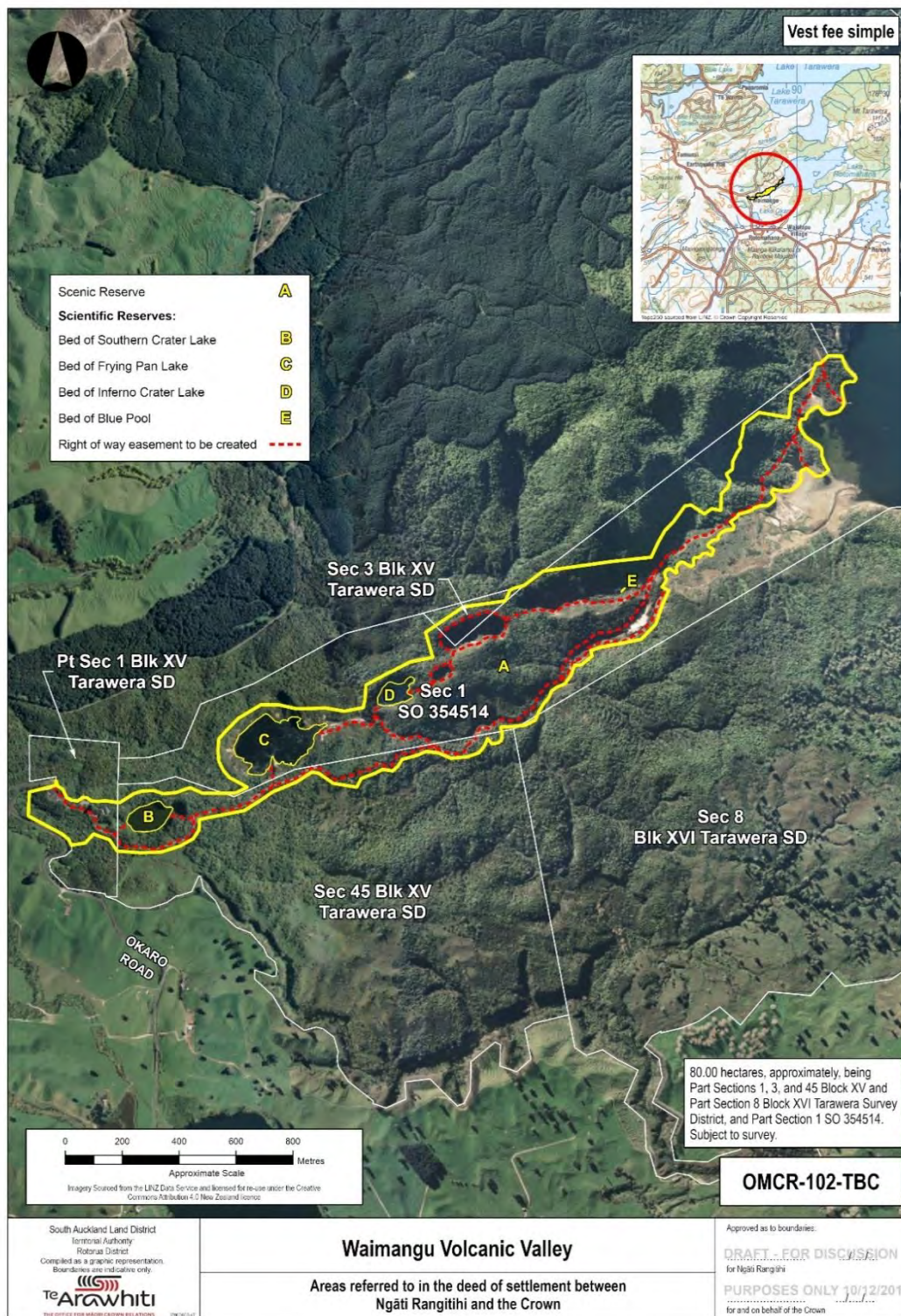
[enter address]

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

DOCUMENTS
10: ENCUMBRANCES

THIS MAP IS FOR DIAGRAMATIC PURPOSES ONLY AND IS NOT TO BE INCLUDED IN THE DOCUMENT LODGED FOR REGISTRATION WITH LAND INFORMATION NEW ZEALAND.

Easement Area (Subject to survey)



DOCUMENTS
10: ENCUMBRANCES

10.4 Ōtūkapuarangi right of way easement

DOCUMENTS
10: ENCUMBRANCES

Easement instrument to grant easement
Section 109 Land Transfer Act 2017

Land registration district

SOUTH AUCKLAND

[BARCODE]

Grantor

[the Trustees of Te Mana o Ngāti Rangitihi Trust] *[insert names of trustees]*

Grantee

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 owner of the burdened land set out in Schedule A, **grants to the Grantee** in gross and in perpetuity 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

See Annexure Schedule

Signed in my presence by the Grantor

Signature of witness

Witness 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

Signature of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness name

Occupation

Address

I certify that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason in fact or in law why the instrument should not be registered or noted.

Certified by [Practitioner for Grantee] or [Grantee]

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 1

Easement Instrument

Dated

Page

of

Pages

Schedule A

(Continue in additional Annexure Schedule, if required)

Purpose (nature and extent) of easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in Gross
Right of way	<p>[As shown marked with a red pecked line on the aerial plan (the easement area will be 5 metres wide, subject to survey)]</p> <p>[As shown marked with a blue pecked line on the aerial plan (the easement area will be 10 metres wide, subject to survey)]</p> <p>The Easement Area</p>	<p>[Section [] on SO []</p> <p>Subject to survey]</p>	In gross

Easements 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 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers hereby **varied**, **negatived** or **added** to by the provisions set out in Annexure Schedule 2.

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

1 OPERATIVE CLAUSE

- 1.1 Pursuant to clause [X] of the Ngāti Rangitihī Claims Settlement Act [20XX], the Grantor transfers and grants to the Grantee in perpetuity the rights in this easement over the Burdened Land on the terms, conditions, covenants and restrictions contained in this Easement Instrument.

2 RIGHT OF WAY

- 2.1 The Grantor hereby grants to the Grantee a right of way over those Parts of the Burdened Land identified as the Easement Area, together with the rights and powers set out in Schedule 5 of the Land Transfer Regulations 2018 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 Grantee and the Grantor have (in common with one another) the right to go, pass, and re-pass over and along the Easement Area.
- 2.3 The right of way includes the right for the Grantee its employees or contractors to proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms) and dogs to carry out work to develop, improve or maintain the Easement Area and to undertake research and other conservation activities within adjoining areas administered by the Grantee.
- 2.4 For the avoidance of doubt, the rights and powers granted under this Easement Instrument extend over any jetty, slipway or similar structure that may exist at any time on the Easement Area. These rights and powers include the right of the Grantee to temporarily berth or store vessels on the Easement Area, but only to the extent necessary for the Grantee to exercise its rights and powers under this Easement Instrument.
- 2.5 For the avoidance of doubt, the rights and powers granted under this Easement Instrument do not extend to the general public.

3 GENERAL RIGHTS

- 3.1 The Grantor must not do and must not allow to be done on the Burdened Land anything that may interfere with or restrict the rights under this Easement Instrument or of any other party or interfere with the efficient operation of the Easement Area.
- 3.2 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 Burdened Land at the request of the Grantee.
- 3.3 The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other similar public body.

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

4 REPAIR, MAINTENANCE, AND COSTS

- 4.1 Clause 11 of Schedule 5 of the Land Transfer Regulations 2018 is varied and replaced with the following: So long as the Grantor has responsibility for the control and administration of the Easement Area as a scenic reserve, the Grantor is responsible for arranging the repair and maintenance of the easement facility, and for the associated costs, so as to keep the easement facility in good order and to prevent it from becoming a danger or nuisance. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party then the cost of such maintenance and repair shall be borne by the party that caused the damage.
- 4.2 For the avoidance of doubt, should the Easement Area no longer be subject to control and administration as a scenic reserve, the Grantee may repair and maintain the easement facility to a standard suitable for its own activities.
- 4.3 The Grantee must immediately make good any damage done to the Burdened Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.4 The Grantee must compensate the Grantor for all damage caused by the work to any buildings, erections, or fences on the Burdened Land.

5 GRANTOR'S RIGHTS

- 5.1 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 Burdened Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage, and provided that the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

6 RIGHTS OF ENTRY

- 6.1 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 but may be given subject to any reasonable conditions:
- 6.1.1 enter upon the Burdened Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
- 6.1.2 remain on the Burdened Land for a reasonable time for the sole purpose of completing the necessary work; and
- 6.1.3 leave any vehicles or equipment on the Burdened Land for a reasonable time if work is proceeding.
- 6.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Burdened Land or to the Grantor.

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

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

7 DEFAULT

7.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this Easement Instrument:

- 7.1.1 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; and
- 7.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may:
 - (c) meet the obligation; and
 - (d) for that purpose, enter the Burdened Land; and
- 7.1.3 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; and
- 7.1.4 the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

8 DISPUTES

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

- 8.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- 8.1.2 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
- 8.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
 - (a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (b) 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
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Attestation"

*Signed by the following trustees of Te Mana o
Ngāti Rangitahi Trust as Grantor:*

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

In the presence of:

Name:

Occupation:

Address:

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

SCHEDULE

1 GRANTOR'S ADDRESS:

Te Mana o Ngāti Rangitihi Trust

[enter address]

2 GRANTEE'S ADDRESS:

Department of Conservation

[enter address]

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

DOCUMENTS
10: ENCUMBRANCES

THIS MAP IS FOR DIAGRAMATIC PURPOSES ONLY AND IS NOT TO BE INCLUDED IN THE DOCUMENT LODGED FOR REGISTRATION WITH LAND INFORMATION NEW ZEALAND.

Easement Area (Subject to survey)



DOCUMENTS
10: ENCUMBRANCES

10.5 Otaramuturangi right of way easement

DOCUMENTS
10: ENCUMBRANCES

Easement instrument to grant easement
Section 109 Land Transfer Act 2017

Land registration district

SOUTH AUCKLAND

[BARCODE]

Grantor

[the Trustees of Te Mana o Ngāti Rangitihī Trust] *[insert names of trustees]*

Grantee

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 owner of the burdened land set out in Schedule A, **grants to the Grantee** in gross and in perpetuity 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

See Annexure Schedule

Signed in my presence by the Grantor

Signature of witness

Witness 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

Signature of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness name

Occupation

Address

I certify that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason in fact or in law why the instrument should not be registered or noted.

Certified by [Practitioner for Grantee] or [Grantee]

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 1

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Schedule A

(Continue in additional Annexure Schedule, if required)

Purpose (nature and extent) of easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in Gross
Right of way	The area shown with red pecked line on deed plan OMCR-102-008 (the Easement Area will be generally [5] meters wide) subject to survey. The Easement Area	[Section [] on SO Plan [] Subject to survey]	In gross

Easements 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 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers are **varied** by the provisions set out in Annexure Schedule 2.

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

DOCUMENTS

10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

1 OPERATIVE CLAUSE

- 1.1 Pursuant to clause [X] of the Ngāti Rangitihī Claims Settlement Act [20XX], the Grantor transfers and grants to the Grantee in perpetuity the rights in the easement over the Burdened Land on the terms, conditions, covenants and restrictions contained in this Easement Instrument.

2 RIGHT OF WAY

- 2.1 The Grantor hereby grants to the Grantee a right of way in gross over the Easement Area together with the rights and powers set out in Schedule 5 of the Land Transfer Regulations 2018 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 right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot and the right for the Grantee its employees or contractors to proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms) and dogs to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities.
- 2.3 The right of way includes:
- 2.3.1 the right to repair and maintain the existing access track on the Easement Area and (if necessary for those purposes) to alter the state of the land over which this right of way easement is granted;
 - 2.3.2 the right to have the Easement Area kept clear at all times of obstructions, deposits of materials, or unreasonable impediment to the use and enjoyment of the Easement Area;
 - 2.3.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of 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 Burdened Land; and
 - 2.3.4 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 Burdened Land.
- 2.4 Apart from as provided for in clause 2.2, no dogs or other animal (including any dogs or other pets of any description whether on a leash or not, but excluding horses) may be taken on the Easement Area without the consent of the Grantor.
- 2.5 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

3 GENERAL RIGHTS

- 3.1 The Grantor must not do and must not allow to be done on the Burdened 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.
- 3.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Burdened Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.
- 3.3 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 Burdened Land at the request of the Grantee.
- 3.4 The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other similar public body.

4 REPAIR, MAINTENANCE, AND COSTS

- 4.1 Clause 11 of Schedule 5 of the Land Transfer Regulations 2018 is varied and replaced with the following: The Grantee is to repair and maintain the easement facility to a standard suitable for its activities. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party then the cost of such maintenance and repair shall be borne by the party that caused the damage.
- 4.2 The Grantee must immediately make good any damage done to the Burdened Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.3 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Burdened Land.

5 GRANTOR'S RIGHTS

- 5.1 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 Burdened 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.

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

6 RIGHTS OF ENTRY

6.1 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 but may be given subject to any reasonable conditions:

6.1.1 enter upon the Burdened Land by a reasonable route and with all necessary tools, vehicles, and equipment; and

6.1.2 remain on the Burdened Land for a reasonable time for the sole purpose of completing the necessary work; and

6.1.3 leave any vehicles or equipment on the Burdened Land for a reasonable time if work is proceeding.

6.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Burdened Land or to the Grantor.

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

7 DEFAULT

7.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this easement:

7.1.1 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; and

7.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may:

(a) meet the obligation; and

(b) for that purpose, enter the Burdened Land; and

7.1.3 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; and

7.1.4 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: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

8 DISPUTES

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

- 8.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- 8.1.2 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
- 8.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
 - (a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (b) 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

10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Attestation"

Signed by the following as Grantor:

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

In the presence of:

Name:

Occupation:

Address:

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

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

SCHEDULE

1 GRANTOR'S ADDRESS:

DOCUMENTS
10: ENCUMBRANCES

Te Mana o Ngāti Rangitihi Trust

[enter address]

2 GRANTEE'S ADDRESS:

Department of Conservation

[enter address]

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

DOCUMENTS
10: ENCUMBRANCES

10.6 Te Kahao o Rongomai right of way easement

[Subject to verification of the location of the existing facility, following survey. Should the survey determine that any part of the existing facility is located within the site transferring, then the Easement Area will be updated to reflect the location of the facility as being recorded by red pecked line on the applicable deed plan, or with reference to the definition on the applicable survey plan. Alternatively, should the existing facility be located entirely outside of the site that is transferring, then an easement will not be required.]

DOCUMENTS

10: ENCUMBRANCES

Easement instrument to grant easement

Section 109 Land Transfer Act 2017

Land registration district

SOUTH AUCKLAND

[BARCODE]

Grantor

[the Trustees of Te Mana o Ngāti Rangitahi Trust] *[insert names of trustees]*

Grantee

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 owner of the burdened land set out in Schedule A, **grants to the Grantee** in gross and in perpetuity 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

See Annexure Schedule

Signed in my presence by the Grantor

Signature of witness

Witness 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

Signature of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness name

Occupation

Address

I certify that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason in fact or in law why the instrument should not be registered or noted.

Certified by [Practitioner for Grantee] or [Grantee]

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 1

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Schedule A

(Continue in additional Annexure Schedule, if required)

Purpose (nature and extent) of easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in Gross
Right of way	The area shown [to be completed] on deed plan OMCR-102-012 (the Easement Area will be generally [5] metres wide) subject to survey. The Easement Area	[Section [] on SO Plan [] Subject to survey]	In gross

Easements 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 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers are **varied** by the provisions set out in Annexure Schedule 2.

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

DOCUMENTS

10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

1 OPERATIVE CLAUSE

- 1.1 Pursuant to section [X] of the Ngāti Rangitihī Claims Settlement Act [20XX]", the Grantor transfers and grants to the Grantee in perpetuity the rights in the easement over the Burdened Land on the terms, conditions, covenants and restrictions contained in this Easement Instrument.

2 RIGHT OF WAY

- 2.1 The Grantor hereby grants to the Grantee a right of way in gross over the Easement Area together with the rights and powers set out in Schedule 5 of the Land Transfer Regulations 2018 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 right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot and the right for the Grantee its employees or contractors to proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms) and dogs to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities.
- 2.3 The right of way includes:
- 2.3.1 the right to repair and maintain the existing access track on the Easement Area and (if necessary for those purposes) to alter the state of the land over which this right of way easement is granted;
 - 2.3.2 the right to have the Easement Area kept clear at all times of obstructions, deposits of materials, or unreasonable impediment to the use and enjoyment of the Easement Area;
 - 2.3.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of 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 Burdened Land; and
 - 2.3.4 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 Burdened Land.
- 2.4 Apart from as provided for in clause 2.2, no dogs or other animal (including any dogs or other pets of any description whether on a leash or not, but excluding horses) may be taken on the Easement Area without the consent of the Grantor.
- 2.5 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

3 GENERAL RIGHTS

- 3.1 The Grantor must not do and must not allow to be done on the Burdened 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.
- 3.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Burdened Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.
- 3.3 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 Burdened Land at the request of the Grantee.
- 3.4 The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other similar public body.

4 REPAIR, MAINTENANCE, AND COSTS

- 4.1 Clause 11 of Schedule 5 of the Land Transfer Regulations 2018 is varied and replaced with the following: The Grantee is to repair and maintain the easement facility to a standard suitable for its activities. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party then the cost of such maintenance and repair shall be borne by the party that caused the damage.
- 4.2 The Grantee must immediately make good any damage done to the Burdened Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.3 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Burdened Land.

5 GRANTOR'S RIGHTS

- 5.1 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 Burdened 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.

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

6 RIGHTS OF ENTRY

- 6.1 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 but may be given subject to any reasonable conditions:
- 6.1.1 enter upon the Burdened Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
 - 6.1.2 remain on the Burdened Land for a reasonable time for the sole purpose of completing the necessary work; and
 - 6.1.3 leave any vehicles or equipment on the Burdened Land for a reasonable time if work is proceeding.
- 6.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Burdened Land or to the Grantor.
- 6.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner and is completed promptly.

7 DEFAULT

- 7.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this easement:
- 7.1.1 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; and
 - 7.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may:
 - 7.1.3 meet the obligation; and
 - 7.1.4 for that purpose, enter the Burdened Land; and
 - 7.1.5 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; and
 - 7.1.6 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: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

8 DISPUTES

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

- 8.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- 8.1.2 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
- 8.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
 - (a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (b) 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

10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Attestation"

Signed by the following as Grantor:

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

In the presence of:

Name:

Occupation:

Address:

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

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

SCHEDULE

1 GRANTOR'S ADDRESS:

DOCUMENTS
10: ENCUMBRANCES

Te Mana o Ngāti Rangitihi Trust

[enter address]

2 GRANTEE'S ADDRESS:

Department of Conservation

[enter address]

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

DOCUMENTS
10: ENCUMBRANCES

10.7 Awarua right of way easement

DOCUMENTS

10: ENCUMBRANCES

Easement instrument to grant easement Section 109 Land Transfer Act 2017

Land registration district

SOUTH AUCKLAND

[BARCODE]

Grantor

[the Trustees of Te Mana o Ngāti Rangitahi Trust] *[insert names of trustees]*

Grantee

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 owner of the burdened land set out in Schedule A, **grants to the Grantee** in gross and in perpetuity 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

See Annexure Schedule

Signed in my presence by the Grantor

Signature of witness

Witness 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 4 of the State Sector Act 1988

Signature of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness name

Occupation

Address

I certify that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason in fact or in law why the instrument should not be registered or noted.

Certified by [Practitioner for Grantee] or [Grantee]

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 1

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Schedule A

(Continue in additional Annexure Schedule, if required)

Purpose (nature and extent) of easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in Gross
Right of way	The area shown with red pecked line on deed plan OMCR-102-001 (the Easement Area will be generally [5] metres wide) subject to survey. The Easement Area	[Section [] on SO Plan [] Subject to survey]	In gross

Easements 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 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers are **varied** by the provisions set out in Annexure Schedule 2.

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

DOCUMENTS

10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

1 OPERATIVE CLAUSE

- 1.1 Pursuant to section [X] of the Ngāti Rangitahi Claims Settlement Act [20XX], the Grantor transfers and grants to the Grantee in perpetuity the rights in the easement over the Burdened Land on the terms, conditions, covenants and restrictions contained in this Easement Instrument.

2 RIGHT OF WAY

- 2.1 The Grantor hereby grants to the Grantee a right of way in gross over the Easement Area together with the rights and powers set out in Schedule 5 of the Land Transfer Regulations 2018 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 right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot and the right for the Grantee its employees or contractors to proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms) and dogs to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities.
- 2.3 The right of way includes:
- 2.3.1 the right to repair and maintain the existing access track on the Easement Area and (if necessary for those purposes) to alter the state of the land over which this right of way easement is granted;
 - 2.3.2 the right to have the Easement Area kept clear at all times of obstructions, deposits of materials, or unreasonable impediment to the use and enjoyment of the Easement Area;
 - 2.3.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of 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 Burdened Land; and
 - 2.3.4 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 Burdened Land.
- 2.4 Apart from as provided for in clause 2.2, no dogs or other animal (including any dogs or other pets of any description whether on a leash or not, but excluding horses) may be taken on the Easement Area without the consent of the Grantor.
- 2.5 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

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

DOCUMENTS

10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

3 GENERAL RIGHTS

- 3.1 The Grantor must not do and must not allow to be done on the Burdened 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.
- 3.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Burdened Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.
- 3.3 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 Burdened Land at the request of the Grantee.
- 3.4 The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other similar public body.
- 3.5 The rights under this easement do not affect, and are subject to, the powers and responsibilities of the Bay of Plenty Regional Council under the Soil Conservation and Rivers Control Act 1941 to maintain, access, repair, or construct without charge to the Council, flood protection assets on the Easement Area or to access flood protection assets located on adjacent land.

4 REPAIR, MAINTENANCE, AND COSTS

- 4.1 Clause 11 of Schedule 5 of the Land Transfer Regulations 2018 is varied and replaced with the following: So long as the Grantor has responsibility for the control and administration of the Easement Area as a recreation reserve, the Grantor is responsible for arranging the repair and maintenance of the easement facility, and for the associated costs, so as to keep the easement facility in good order and to prevent it from becoming a danger or nuisance. The Grantor may request a contribution from the Grantee towards these costs, but any such contribution shall be at the Grantee's sole discretion. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party then the cost of such maintenance and repair shall be borne by the party that caused the damage.
- 4.2 For the avoidance of doubt, should the Easement Area no longer be subject to control and administration as a recreation reserve, the Grantee may repair and maintain the easement facility to a standard suitable for its activities.
- 4.3 The Grantee must immediately make good any damage done to the Burdened Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.4 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Burdened Land.

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

5 GRANTOR'S RIGHTS

- 5.1 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 Burdened 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.

6 RIGHTS OF ENTRY

- 6.1 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 but may be given subject to any reasonable conditions:
- 6.1.1 enter upon the Burdened Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
 - 6.1.2 remain on the Burdened Land for a reasonable time for the sole purpose of completing the necessary work; and
 - 6.1.3 leave any vehicles or equipment on the Burdened Land for a reasonable time if work is proceeding.
- 6.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Burdened Land or to the Grantor.
- 6.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner and is completed promptly.

7 DEFAULT

- 7.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this easement:
- 7.1.1 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; and
 - 7.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may:
 - (a) meet the obligation; and
 - (b) for that purpose, enter the Burdened Land; and
 - 7.1.3 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; and

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

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

8 DISPUTES

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

8.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and

8.1.2 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

8.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):

(a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and

(b) 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

10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Attestation"

Signed by the following as Grantor:

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

In the presence of:

Name:

Occupation:

Address:

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

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

SCHEDULE

DOCUMENTS
10: ENCUMBRANCES

1 GRANTOR'S ADDRESS:

Te Mana o Ngāti Rangitahi Trust

[enter address]

2 GRANTEE'S ADDRESS:

Department of Conservation

[enter address]

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

DOCUMENTS

10: ENCUMBRANCES

10.8 Te Tapahoro Campground right of way easement 1

DOCUMENTS

10: ENCUMBRANCES

Easement instrument to grant easement

Section 109 Land Transfer Act 2017

Land registration district

SOUTH AUCKLAND

[BARCODE]

Grantor

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

Grantee

[the Trustees of Te Mana o Ngāti Rangitahi Trust] *[insert names of trustees]*

Grant of Easement

The Grantor being the registered owner of the burdened land set out in Schedule A, **grants to the Grantee** in perpetuity the easement(s), as 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

See Annexure Schedule

Signed in my presence by the Grantee

Signature of witness

Witness name

Occupation

Address

Signed for and on behalf of **HER MAJESTY THE QUEEN** as Grantor 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

Signature of Grantor

Signed by the Grantor in my presence

Signature of witness

Witness name

Occupation

Address

I certify that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason in fact or in law why the instrument should not be registered or noted.

Certified by [Practitioner for Grantee] or [Grantee]

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 1

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Schedule A

(Continue in additional Annexure Schedule, if required)

Purpose (nature and extent) of easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in Gross
Right of way	[As shown marked A1 and A2 on the aerial plan] (the easement area will be 10 metres wide) (subject to survey) Right of Way Easement Area	[Part Section 2 Block V Ruawahia Survey District]	Section 1 SO 58277
Right of way (Pedestrian only)	[As shown marked B1 on the aerial plan] (the easement area will be 5 metres wide) (subject to survey) Right of Way (Pedestrian Only) Easement Area	[Section 2 SO 354520]	Section 1 SO 58277
	[As shown marked B2 on the aerial plan] (the easement area will be 5 metres wide) (subject to survey) Right of Way (Pedestrian Only) Easement Area	[Part Section 2 Block V Ruawahia Survey District]	Section 1 SO 58277

Easements 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 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers are **varied** by the provisions set out in Annexure Schedule 2.

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

1 OPERATIVE CLAUSE

- 1.1 Pursuant to section [X] of the Ngāti Rangitahi Claims Settlement Act [20XX], the Grantor transfers and grants to the Grantee in perpetuity the rights in this easement over the Burdened Land on the terms, conditions, covenants and restrictions contained in this Easement Instrument.

2 RIGHT OF WAY

- 2.1 The Grantor hereby grants to the Grantee a right of way over those parts of the Burdened Land identified as Right of Way Easement Area and Right of Way (Pedestrian Only) Easement Area (together referred to as the Easement Areas), together with the rights and powers set out in Schedule 5 of the Land Transfer Regulations 2018 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 Grantee and the Grantor have (in common with one another) the right to go, pass, and re-pass over and along the Easement Areas. Subject to clause 3, these rights are exercisable with or without vehicles.
- 2.3 The Grantee acknowledges this Easement Instrument does not limit public access rights over and along the Easement Areas, including the use of any easement facility.
- 2.4 The Grantee acknowledges this Easement Instrument does not compel the Grantor to establish, maintain, upkeep, or repair any suitable easement facility on the Easement Areas, including to any particular standard. Any works on the Easement Areas deemed necessary by the Grantee to establish, maintain, upkeep, or repair any suitable easement facility to a standard suitable for the Grantee's activities are the responsibility of the Grantee. Any such works are subject to the Construction Conditions at clause 5, including the prior approval of the Grantor.
- 2.5 Notwithstanding clause 2.4, the Grantee may request a reasonable contribution towards the cost of establishment, maintenance, upkeep and repair of any easement facility to any particular standard. However, any such contribution agreed by the Grantor shall be at its sole discretion and will likely reflect the public need and use of the Easement Areas.
- 2.6 No farm animal or domestic animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Areas without the consent of the Grantor.
- 2.7 No firearm or other weapon may be carried or discharged on the Easement Areas without the consent of the Grantor.
- 2.8 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 invitees, including any person who enters on any part of the Burdened Land at the request of the Grantee.

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

DOCUMENTS

10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

3 RIGHT OF WAY PEDESTRIAN ONLY

- 3.1 The rights exercisable under this Easement Instrument in respect of the areas identified as Right of Way (Pedestrian Only) Easement Area are restricted to pedestrian access only.
- 3.2 The Grantee acknowledges that a suitable easement facility exists for pedestrian passage in respect of the areas identified as Right of Way (Pedestrian Only) Easement Area, which includes an established public walking track and bridge. These facilities will be maintained and repaired by the Grantor as they see fit, or not as the case may be.

4 COMMERCIAL ACTIVITY

- 4.1 The Grantee acknowledges that commercial or similar activity carried out on the Easement Areas, other than the right to pass and repass granted by this Easement Instrument (which is extended to the Grantee's invitees), is not authorised by this Easement Instrument and is likely to require separate authorisation under the conservation legislation.
- 4.2 For the avoidance of doubt, the Grantee acknowledges this Easement Instrument does not authorise the undertaking of any commercial or similar activity outside of the Easement Areas.

5 CONSTRUCTION CONDITIONS

- 5.1 Prior to undertaking any works on the Easement Areas that are attributable to the exercise of the powers and authorities granted by this Easement Instrument, the Grantee will submit plans of the works to the Grantor for approval, and such approval shall not be unreasonably withheld.
- 5.2 The Grantee must ensure that all machinery, tools and equipment used in undertaking any works on the Easement Areas are weed free prior to being taken onto the Easement Areas.
- 5.3 The Grantee must ensure that all gravel and other materials used in undertaking any works on the Easement Areas are from a weed free source.
- 5.4 The Grantee must at all times maintain proper supervision and control of all works on the Easement Areas that are attributable to the activities the Grantee is undertaking.
- 5.5 If the Grantee opens up the surface of the Easement Areas, the Grantee must immediately upon completion of any works restore the surface of the Easement Areas as nearly as possible to its former condition to the satisfaction of the Grantor.

6 FUELS, HAZARDOUS MATERIALS, CHEMICALS AND WASTE

- 6.1 Any waste or rubbish must be disposed of in an approved manner off the Easement Areas at a Council approved site. Waste held on the Easement Areas prior to its removal must be stored in a manner so as to ensure it does not become a contaminant or is not blown by wind or present a potential hazard to wildlife.

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

6.2 In the event of any hazardous substance spill that is reasonably attributed to the Grantee's activities the Grantee must:

- 6.2.1 take all practicable measures to stop the flow of the substances and prevent further contamination onto the Easement Areas or water;
- 6.2.2 immediately contain, collect and remove the hazardous substances and any contaminated material, and dispose of all such material in an appropriate manner / authorised facility;
- 6.2.3 notify the Grantor as soon as practicable;
- 6.2.4 undertake any remedial action to restore any damage to the soil; and
- 6.2.5 take all measures to prevent any reoccurrence.

7 ACCIDENTAL DISCOVERY PROTOCOL

7.1 The Grantee must take all reasonable care to avoid any archaeological values on the Easement Areas, which includes (but is not limited to) historic sites and protected New Zealand objects on the Easement Areas. In the event that archaeological sites or other features with heritage values are found during any approved works on the Easement Areas:

- 7.1.1 work must cease immediately until further notice and advice must be sought from the Grantor;
- 7.1.2 if it is an archaeological site as defined by the Heritage New Zealand Pouhere Taonga Act 2014 then Heritage New Zealand must be contacted, and its advice sought;
- 7.1.3 if it is an archaeological site relating to Māori activity, then local iwi must be contacted and their advice sought;
- 7.1.4 if it is an artefact as defined by the Protected Objects Act 1975 then the Ministry for Culture and Heritage must be notified within 28 days;
- 7.1.5 if it is human remains the New Zealand Police should also be notified; and
- 7.1.6 in the event of cessation of approved work because of discovery of potential historical artefact or archaeological site the Grantee must not recommence work until permitted to do so by the Grantor.

8 GENERAL RIGHTS

8.1 The Grantor must not do and must not allow to be done on the Burdened Land anything that may interfere with or restrict the rights under this Easement Instrument.

8.2 Notwithstanding clause 8.1:

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

DOCUMENTS

10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

- 8.2.1 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 Burdened Land, but such gates when opened shall leave a clear space of a width not less than five (5) metres for vehicle passage and three (3) metres for pedestrian passage. The Grantor shall provide the Grantee with keys to any locks fitted to any of the said gates; and
- 8.2.2 the Grantor may close access during periods of high fire hazard or for reasons of public safety and emergency.
- 8.3 If any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party then the cost of such maintenance and repair shall be borne by the party that caused the damage.
- 8.4 The Grantee must remedy or arrange to have remedied any defect of the easement facility, or damage to the Easement Areas that is reasonably attributed to the Grantee's activities.
- 8.5 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Burdened Land that is reasonably attributed to the Grantee's activities.
- 8.6 The Grantee agrees to use the Easement Areas at the Grantee's own risk and releases to the full extent permitted by law the Grantor (and the Grantor's employees, agents and contractors) 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 Easement Areas.
- 8.7 Nothing contained or implied in this Easement Instrument requires the Grantor or the Grantee to supply services on or under the Easement Areas or entitles the Grantee to interfere with the services of any other user of the Burdened Land.
- 9 DEFAULT**
- 9.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this Easement Instrument:
- 9.1.1 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; and
- 9.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may:
- (a) meet the obligation; and
- (b) for that purpose, enter the Burdened Land; and

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

DOCUMENTS

10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

9.1.3 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; and

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

10 DISPUTES

10.1 If a dispute in relation to this Easement Instrument arises between the Grantor and Grantee:

10.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and

10.1.2 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

10.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):

(a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and

(b) 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

10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Attestation"

Signed by the following as Grantee:

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

In the presence of:

Name:

Occupation:

Address:

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

DOCUMENTS

10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement **Instrument**

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

SCHEDULE

1 GRANTOR'S ADDRESS:

Department of Conservation

18-22 Manners Street

Wellington

2 GRANTEE'S ADDRESS:

Te Mana o Ngāti Rangitihi Trust

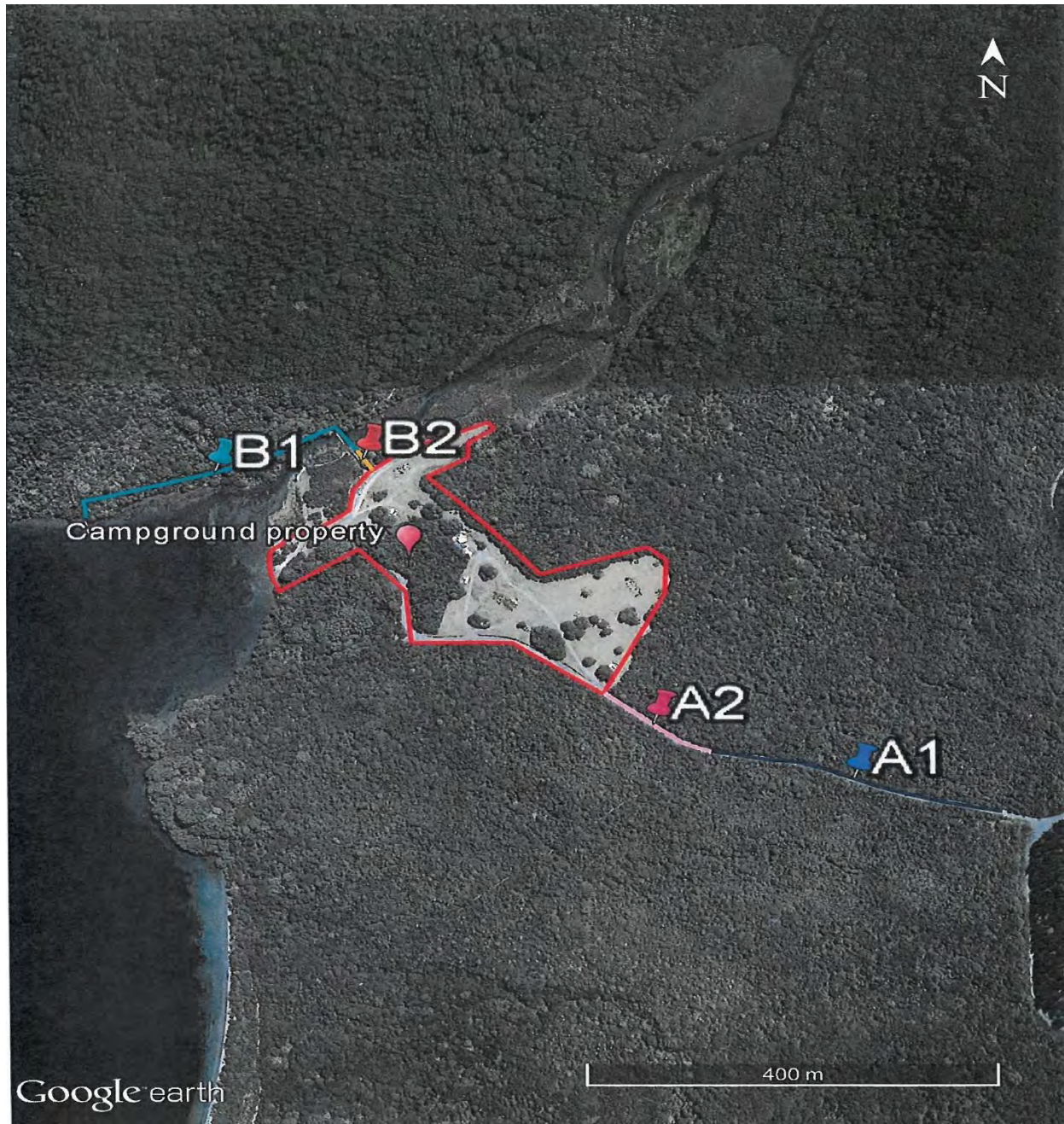
[enter address]

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

DOCUMENTS
10: ENCUMBRANCES

THIS MAP IS FOR DIAGRAMATIC PURPOSES ONLY AND IS NOT TO BE INCLUDED IN THE DOCUMENT LODGED FOR REGISTRATION WITH LAND INFORMATION NEW ZEALAND.

Easement Areas (Subject to survey)



DOCUMENTS

10: ENCUMBRANCES

10.9 Te Tapahoro Campground right of way easement 2

DOCUMENTS

10: ENCUMBRANCES

Easement instrument to grant easement

Section 109 Land Transfer Act 2017

Land registration district

SOUTH AUCKLAND

[BARCODE]

Grantor

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

Grantee

[the Trustees of Te Mana o Ngāti Rangitahi Trust] *[insert names of trustees]*

Grant of Easement

The Grantor being the registered owner of the burdened land set out in Schedule A, **grants to the Grantee** in perpetuity the easement(s), as 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

See Annexure Schedule

Signed in my presence by the Grantee

Signature of witness

Witness name

Occupation

Address

Signed for and on behalf of **HER MAJESTY THE QUEEN** as Grantor 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

Signature of Grantor

Signed in my presence by the Grantor

Signature of witness

Witness name

Occupation

Address

I certify that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason in fact or in law why the instrument should not be registered or noted.

Certified by [Practitioner for Grantee] or [Grantee]

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 1

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Schedule A

(Continue in additional Annexure Schedule, if required)

Purpose (nature and extent) of easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in Gross
Right of way	[As shown marked X on the aerial plan, subject to survey] (the easement area will be 10 metres wide) (subject to survey) The Easement Area	[Section 1 SO 58277]	[Section 1 SO [XXX]]

Easements 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 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers are **varied** by the provisions set out in Annexure Schedule 2.

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

1 OPERATIVE CLAUSE

- 1.1 Pursuant to section [X] of the Ngāti Rangitahi Claims Settlement Act [20XX], the Grantor transfers and grants to the Grantee in perpetuity the rights in this easement over the Burdened Land on the terms, conditions, covenants and restrictions contained in this Easement Instrument.

2 RIGHT OF WAY

- 2.1 The Grantor hereby grants to the Grantee a right of way over the Easement Area together with the rights and powers set out in Schedule 5 of the Land Transfer Regulations 2018 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 Grantee and the Grantor have (in common with one another) the right to go, pass, and re-pass over and along the Easement Area with or without vehicles of any kind.
- 2.3 The Grantee acknowledges this Easement Instrument does not limit public access rights over and along the Easement Area, including the use of any easement facility.
- 2.4 The Grantee acknowledges this Easement Instrument does not compel the Grantor to establish, maintain, upkeep, or repair any suitable easement facility on the Easement Area, including to any particular standard. Any works on the Easement Area deemed necessary by the Grantee to establish, maintain, upkeep, or repair a suitable easement facility to a standard suitable for the Grantee's activities are the responsibility of the Grantee. Any such works are subject to the Construction Conditions at clause 4, including the prior approval of the Grantor.
- 2.5 Notwithstanding clause 2.4, the Grantee may request a reasonable contribution towards the cost of establishment, maintenance, upkeep and repair of the easement facility to any particular standard. However, any such contribution agreed by the Grantor shall be at its sole discretion and will likely reflect the public need and use of the Easement Area.
- 2.6 The Grantee may temporarily park vehicles in such areas of the Easement Area so as not to prevent, inhibit or restrict the safe passage of other users of the Easement Area. The Grantee acknowledges that other users of the Burdened Land may also temporarily park vehicles within the Easement Area.
- 2.7 No farm animal or domestic animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 2.8 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.
- 2.9 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 invitees, including any person who enters on any part of the Burdened Land at the request of the Grantee.

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

DOCUMENTS

10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

3 COMMERCIAL ACTIVITY

- 3.1 The Grantee acknowledges that commercial or similar activity carried out on the Easement Area, other than the right to pass and repass granted by this Easement Instrument (which is extended to the Grantee's invitees), is not authorised by this Easement Instrument and is likely to require separate authorisation under the conservation legislation.
- 3.2 For the avoidance of doubt, the Grantee acknowledges this Easement Instrument does not authorise the undertaking of any commercial or similar activity outside of the Easement Area.

4 CONSTRUCTION CONDITIONS

- 4.1 Prior to undertaking any works on the Easement Area that are attributable to the exercise of the powers and authorities granted by this Easement Instrument, the Grantee will submit plans of the works to the Grantor for approval, and such approval shall not be unreasonably withheld
- 4.2 The Grantee must ensure that all machinery, tools and equipment used in undertaking any works on the Easement Area are weed free prior to being taken onto the Easement Area.
- 4.3 The Grantee must ensure that all gravel and other materials used in undertaking any works on the Easement Area are from a weed free source.
- 4.4 The Grantee must at all times maintain proper supervision and control of all works on the Easement Area that are attributable to the activities the Grantee is undertaking.
- 4.5 If the Grantee opens up the surface of the Easement Area, the Grantee must immediately upon completion of any works restore the surface of the Easement Area as nearly as possible to its former condition to the satisfaction of the Grantor.

5 FUELS, HAZARDOUS MATERIALS, CHEMICALS AND WASTE

- 5.1 Any waste or rubbish must be disposed of in an approved manner off the Easement Area at a Council approved site. Waste held on the Easement Area prior to its removal must be stored in a manner so as to ensure it does not become a contaminant or is not blown by wind or present a potential hazard to wildlife.
- 5.2 In the event of any hazardous substance spill that is reasonably attributed to the Grantee's activities the Grantee must:
- 5.2.1 take all practicable measures to stop the flow of the substances and prevent further contamination onto the Easement Area or water;
 - 5.2.2 immediately contain, collect and remove the hazardous substances and any contaminated material, and dispose of all such material in an appropriate manner / authorised facility;
 - 5.2.3 notify the Grantor as soon as practicable;

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

DOCUMENTS

10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

5.2.4 undertake any remedial action to restore any damage to the soil; and

5.2.5 take all measures to prevent any reoccurrence.

6 ACCIDENTAL DISCOVERY PROTOCOL

6.1 The Grantee must take all reasonable care to avoid any archaeological values on the Easement Area, which includes (but is not limited to) historic sites and protected New Zealand objects on the Easement Area. In the event that archaeological sites or other features with heritage values are found during any approved works on the Easement Area:

6.1.1 work must cease immediately until further notice and advice must be sought from the Grantor;

6.1.2 if it is an archaeological site as defined by the Heritage New Zealand Pouhere Taonga Act 2014 then Heritage New Zealand must be contacted, and its advice sought;

6.1.3 if it is an archaeological site relating to Māori activity, then local iwi must be contacted and their advice sought;

6.1.4 if it is an artefact as defined by the Protected Objects Act 1975 then the Ministry for Culture and Heritage must be notified within 28 days;

6.1.5 if it is human remains the New Zealand Police should also be notified; and

6.1.6 in the event of cessation of approved work because of discovery of potential historical artefact or archaeological site the Grantee must not recommence work until permitted to do so by the Grantor.

7 GENERAL RIGHTS

7.1 The Grantor must not do and must not allow to be done on the Burdened Land anything that may interfere with or restrict the rights under this Easement Instrument.

7.2 Notwithstanding clause 7.1:

7.2.1 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 Burdened Land. The Grantor shall provide the Grantee with keys to any locks fitted to any of the said gates; and

7.2.2 the Grantor may close access during periods of high fire hazard or for reasons of public safety and emergency.

7.3 If any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party then the cost of such maintenance and repair shall be borne by the party that caused the damage.

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

- 7.4 The Grantee must remedy or arrange to have remedied any defect of the easement facility, or damage to the Easement Area that is reasonably attributed to the Grantee's activities.
- 7.5 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Burdened Land that is reasonably attributed to the Grantee's activities.
- 7.6 The Grantee agrees to use the Easement Area at the Grantee's own risk and releases to the full extent permitted by law the Grantor (and the Grantor's employees, agents and contractors) 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 Easement Area.
- 7.7 Nothing contained or implied in this Easement Instrument requires the Grantor or the Grantee to supply services on or under the Easement Area or entitles the Grantee to interfere with the services of any other user of the Burdened Land.

8 DEFAULT

- 8.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this Easement Instrument:
- 8.1.1 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; and
- 8.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may:
- (a) meet the obligation; and
- (b) for that purpose, enter the Burdened Land; and
- 8.1.3 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; and
- 8.1.4 the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

9 DISPUTES

- 9.1 If a dispute in relation to this Easement Instrument arises between the Grantor and Grantee:
- 9.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- 9.1.2 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

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement Instrument

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

9.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):

- (a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
- (b) 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.

Continuation of "Attestation"

Signed by the following as Grantee:

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

In the presence of:

Name:

Occupation:

Address:

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

DOCUMENTS
10: ENCUMBRANCES

Annexure Schedule 2

Insert type of instrument

Easement **Instrument**

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

SCHEDULE

1 GRANTOR'S ADDRESS:

Department of Conservation
18-22 Manners Street
Wellington

2 GRANTEE'S ADDRESS:

Te Mana o Ngāti Rangitihi Trust

[enter address]

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

DOCUMENTS
10: ENCUMBRANCES

THIS MAP IS FOR DIAGRAMATIC PURPOSES ONLY AND IS NOT TO BE INCLUDED IN THE DOCUMENT LODGED FOR REGISTRATION WITH LAND INFORMATION NEW ZEALAND.

Easement Areas (Subject to survey)



11 MINISTRY OF EDUCATION LEASE

DOCUMENTS

11: MINISTRY OF EDUCATION LEASE

MINISTRY OF EDUCATION TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 91 Land Transfer Act 2017)

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 record of title(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule(s)

11: MINISTRY OF EDUCATION LEASE

Signature of the Lessor

[]

Address:

11: MINISTRY OF EDUCATION LEASE

<div><div></div><div></div><div></div></div>	<div><div></div><div><i>Signature of witness</i></div><div><i>Witness to complete in BLOCK letters (unless legibly printed)</i></div><div>Witness name:</div><div>Occupation:</div><div>Address:</div></div> <div><div></div><div><i>Signature of witness</i></div><div><i>Witness to complete in BLOCK letters (unless legibly printed)</i></div><div>Witness name:</div><div>Occupation:</div><div>Address:</div></div> <div><div></div><div><i>Signature of witness</i></div><div><i>Witness to complete in BLOCK letters (unless legibly printed)</i></div><div>Witness name:</div><div>Occupation:</div><div>Address:</div></div>
<div><div>Signature of the Lessee</div><div></div><div>Signed for and on behalf of HER MAJESTY THE QUEEN as Lessee by <div></div> (acting pursuant to a written delegation given to him/her by the Secretary for Education) in the presence of:</div></div>	<div><div>Signed in my presence by the Lessee</div><div></div><div><i>Signature of witness</i></div><div><i>Witness to complete in BLOCK letters (unless legibly printed)</i></div><div>Witness name:</div><div>Occupation:</div><div>Address</div></div>

DOCUMENTS

11: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 1 of 21 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.

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

DOCUMENTS

11: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 2 of 21 Pages

Insert instrument type

Lease Instrument

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).
- 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 21st anniversary of the Start Date, and then each subsequent renewal date being each 21st anniversary after that date.

ITEM 8 RENT REVIEW DATES

The 7th anniversary of the Start Date and each subsequent 7th 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

11: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 3 of 21 Pages

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

11: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 4 of 21 Pages

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

11: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 5 of 21 Pages

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.

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

DOCUMENTS

11: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page **6** of **21** Pages

Insert instrument type

Lease Instrument

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
- (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.

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

DOCUMENTS

11: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 7 of 21 Pages

Insert instrument type

Lease Instrument

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% 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%.

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 6% 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 3.5% growth per annum of the Transfer Value of the Land; or

(ii) for subsequent Terms: a value based on 3.5% 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.

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

DOCUMENTS

11: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 8 of 21 Pages

Insert instrument type

Lease Instrument

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.
- (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.

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

DOCUMENTS

11: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 9 of 21 Pages

Insert instrument type

Lease Instrument

- (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.

DOCUMENTS

11: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 10 of 21 Pages

Insert instrument type

Lease Instrument

- (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 91 of the Land Transfer Act 2017 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.

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

DOCUMENTS

11: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 11 of 21 Pages

Insert instrument type

Lease Instrument

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 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.

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

DOCUMENTS

11: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 12 of 21 Pages

Insert instrument type

Lease Instrument

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.
- (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.

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

DOCUMENTS

11: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 13 of 21 Pages

Insert instrument type

Lease Instrument

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.

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.

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

DOCUMENTS

11: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page **14** of **21** Pages

Insert instrument type

Lease Instrument

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.

DOCUMENTS

11: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 15 of 21 Pages

Insert instrument type

Lease Instrument

- 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.

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

DOCUMENTS

11: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 16 of 21 Pages

Insert instrument type

Lease Instrument

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.

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.

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

DOCUMENTS

11: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 17 of 21 Pages

Insert instrument type

Lease Instrument

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.

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).

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

DOCUMENTS

11: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 18 of 21 Pages

Insert instrument type

Lease Instrument

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:

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

DOCUMENTS

11: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 19 of 21 Pages

Insert instrument type

Lease Instrument

- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
- (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.

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

DOCUMENTS

11: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page **20** of **21** Pages

Insert instrument type

Lease Instrument

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 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

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

DOCUMENTS

11: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 21 of 21 Pages

Insert instrument type

Lease Instrument

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:

[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 2017. The Lessor agrees to make title available for that 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 that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the 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 ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.

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

12 DEED OF RIGHT OF FIRST OFFER

Deed of Right of First Offer

Landcorp Farming Limited

The trustees of Te Mana o Ngāti Rangitihi Trust

DOCUMENTS

12: DEED OF RIGHT OF FIRST OFFER

Date:

PARTIES

Landcorp Farming Limited (*Landcorp*)

The trustees of Te Mana o Ngāti Rangitihi Trust (the *Trustees*)

Background

- A Landcorp owns the ROFO land.
- B The trustees of Te Mana o Ngāti Rangitihi Trust are the governance entity under the Deed of Settlement with the Crown.
- C Subject to the provisions of this Deed, for a period of 178 years from the Settlement Date, Landcorp agrees that Ngāti Rangitihi will have the right of first offer in relation to the ROFO land.
- D The right referred in Background C will be recorded in the Deed of Settlement.
- E The parties enter into this Deed to record their mutual understanding and agreement in respect of the ROFO land.

OPERATIVE PART

1 Definitions

1.1 In this Deed:

- (a) *Deed* means this deed as may be amended or substituted;
- (b) *Deed of Settlement* means the deed of settlement to be entered into by Ngāti Rangitihi and the Crown to settle the historical claims of Ngāti Rangitihi for breaches of te Tiriti o Waitangi / Treaty of Waitangi;
- (c) *Notice to Sell* has the meaning given to it in clause 3.2;
- (d) *relevant land* has the meaning given to it in clause 3.2;
- (e) *ROFO land* means all that land comprising 571.2583 hectares, more or less, being Section 8 SO 463741, Sections 26 and 40 Block XV Tarawera Survey District, and Sections 5 and 6 Block XVI Tarawera Survey District. All record of title 704329 for the fee simple estate;
- (f) *Settlement Date* has the meaning given to that term in the Deed of Settlement; and
- (g) *Working Day* means a day of the week other than:
 - (i) a Saturday or a Sunday; or

DOCUMENTS

12: DEED OF RIGHT OF FIRST OFFER

- (ii) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, or Labour Day; or
- (iii) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday; or
- (iv) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (v) a day that is observed as the anniversary of the province of Wellington or Auckland.

2 Interpretation

2.1 In this Deed, unless the context otherwise requires:

- (a) references to clauses are to clauses of this Deed;
- (b) reference to a statute or statutory provision includes that statute or provision as amended, modified, re-enacted or replaced from time to time;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing one gender include the others; and
- (e) the headings to clauses are for convenience only and are not part of the content of this Deed.

3 Right of First Offer

3.1 For the period of 178 years from the Settlement Date, the Trustees have a right of first offer in relation to a sale by Landcorp of the ROFO land, if it is owned by Landcorp on the Settlement Date.

3.2 Where Landcorp decides to sell the ROFO land, Landcorp must first comply with sections 40 and 41 of the Public Works Act 1981 (or any successor to those provisions). To the extent that any part of the ROFO land is not transferred in accordance with those provisions, (*relevant land*) Landcorp will give written notice to the Trustees of its intention to sell that land (*Notice to Sell*).

3.3 For the period of six months from the date of receipt of the Notice to Sell, the Trustees may:

- (a) conduct due diligence investigations in relation to the relevant land; and
- (b) provide an offer to Landcorp, on the Auckland District Law Society standard form of agreement for sale and purchase (or where the Auckland District Law Society standard form is no longer customarily used then any replacement form of agreement that is typically used for the sale and purchase of real estate in New Zealand) executed by the Trustees.

DOCUMENTS

12: DEED OF RIGHT OF FIRST OFFER

3.4 If Landcorp receives an offer from the Trustees, the parties' respective representatives must negotiate in good faith to attempt to conclude an agreement for sale and purchase of the relevant land within one month of the date of receipt of the offer.

3.5 If:

- (a) the Trustees do not provide an offer to Landcorp in accordance with clause 3.3(b) within six months from the date of receipt of the Notice to Sell; or
- (b) the agreement referred to in clause 3.4 is not signed by both parties within two months from the date of receipt of the offer by Landcorp; or
- (c) an agreement for the sale and purchase of the relevant land is signed by the parties but the agreement is cancelled in accordance with its terms,

Landcorp's obligations under this Deed immediately cease and Landcorp may market and sell all or any part of the relevant land to third parties provided that the purchase price is no more favourable than the offer received from the Trustees.

4 Due diligence

4.1 Landcorp will cooperate fully throughout the process by providing necessary farm information (including any valuations obtained by Landcorp for the purposes of the sale) and farm access to allow the Trustees to access the ROFO land.

5 Notices

5.1 Notices under this Deed must be given in writing and addressed to the recipient of the notice at the address, email address or facsimile number from time to time notified by that party in writing to each other party. Until a change is so notified, the address, email address and facsimile number of each party is:

Landcorp Farming Limited

[Address]

[Town]

Attention: *

Email: *

Facsimile: *

DOCUMENTS

12: DEED OF RIGHT OF FIRST OFFER

The trustees of Te Mana o Ngāti Rangitahi Trust

[Address]

[Town]

Attention: *

Email: *

Facsimile: *

5.2 A notice will be deemed to have been received:

- (a) in the case of hand delivery, at the time of actual delivery to the recipient's address;
- (b) in the case of delivery by pre-paid post, on the third Working Day after posting;
- (c) in the case of delivery by email, on receiving a response to the notice from the addressee (not being an automatically-generated response such as an out of office notification or read receipt); and
- (d) in the case of delivery by facsimile, at the time of transmission specified in a transmission report from the sending machine which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

5.3 A notice received or deemed to have been received after 5pm on a Working Day in the place to which it is sent, or on a day which is not a Working Day in that place, it will be deemed not to have been received until 9am on the next Working Day in that place.

6 **Costs**

6.1 Each party will pay its own legal and other costs and expenses relating to the implementation of the matters set out in this Deed and the negotiation and preparation of the agreement referred to in clause 3.3(b).

7 **Counterparts**

7.1 This Deed may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

DOCUMENTS

12: DEED OF RIGHT OF FIRST OFFER

EXECUTION

Signed by Landcorp Farming Limited in
the presence of:

..... [Authorised signatory]

Witness signature

[Execution by Landcorp to be advised]

.....
Full name (please print)

.....
Occupation (please print)

.....
Address (please print)

**Signed by the trustees of Te Mana o Ngāti
Rangitahi Trust** in the presence of:

.....
[trustee]

.....
Witness signature

*[Trustee names to be provided and
attestation to be updated]*

.....
Full name (please print)

.....
Occupation (please print)

.....
Address (please print)