
4.11 RELATIONSHIP AGREEMENT WITH THE TERTIARY EDUCATION COMMISSION

M. J. O. J. R.

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RELATIONSHIP AGREEMENT BETWEEN THE TERTIARY EDUCATION COMMISSION AND WHAKATŌHEA

1 Background

- 1.1 The Whakatōhea settlement (the “**Settlement**”) is about the restoration of mana, including mana whenua, mana moana, and mana tangata. This will be achieved through reconciliation with the Crown, the regeneration of whanau capacity, and accelerating the Whakatōhea vision for prosperity and wellbeing.
- 1.2 As part of the Settlement, the Whakatōhea post-settlement governance entity (the “**Governance Entity**”) and the Tertiary Education Commission (“**TEC**”) will enter into a relationship agreement.

2 Purpose

- 2.1 This agreement (the “**Agreement**”) formalises the relationship between the Tertiary Education Commission (“**TEC**”) and the post-settlement governance entity for Te Whakatōhea (the “**Governance Entity**”) (jointly the “**Parties**”). It establishes a framework to enable the parties to maintain a positive and enduring working relationship.
- 2.2 Additional parties may be added to this Agreement. A schedule of additional (the “**Schedule**”) will list all additional parties to this Agreement. At the time of their addition, each additional party will sign a letter confirming their agreement to be added to the Agreement and add their name to the Schedule.

3 The role of the Tertiary Education Commission

- 3.1 The TEC is a Crown Entity established under the Education Act 1989. It leads the Crown's relationship with the tertiary education sector and provides career services from education to employment. The TEC's purpose is to help all New Zealanders prosper through tertiary education and career services.
- 3.2 TEC's goal is to make the tertiary education sector work for all participants, moving away from bespoke programmes and processes for different demographic groups to a set of sustainable, effective practices across the board. TEC acknowledges the need for long-term systemic change in order to achieve this goal.

4 Whakatōhea aspirations

- 4.1 Whakatōhea has a goal to support whānau to reach their full potential.
- 4.2 Whakatōhea would like to progress outcomes that will benefit its members and all those who reside within the Whakatōhea rohe.
- 4.3 Whakatōhea wishes to use existing and new Crown relationships to strengthen Whakatōhea input into decision-making that affect the wellbeing of Whakatōhea members and its community.
- 4.4 Whakatōhea has a focus on social services, health, education, and economic development along with public infrastructure in the Whakatōhea rohe.

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- 4.5 Whakatōhea wants to work with agencies that will create safer whānau, safer communities.
- 4.6 Whakatōhea wants to be innovative in its approach to finding solutions that create strong whānau, and strong communities

5 Whakatōhea aspirations for its relationship with the Tertiary Education Commission

- 5.1 Whakatōhea have entered into this Agreement with the intent that it will help them realise their guiding principles for Whakatōhea's relationship with the Crown, namely:
- a) To uphold the spirit of the Treaty of Waitangi;
 - b) To recognise and support Whakatōhea's mana tangata, mana whenua, and mana moana;
 - c) To support and accelerate Whakatōhea's vision for prosperity and wealth; and
 - d) To work together to realise benefits for the community.
- 5.2 Whakatōhea's relationship with the Crown will be guided by the Whakatōhea Transformation Framework which has the following four pillars:
- a) Mihi Marino Reconciliation with Whakatōhea, the Crown, and society;
 - b) Kōpura Regenerating Culture;
 - c) Te Puta Tieke Intergenerational Development; and
 - d) Te Umutaunoa a Tairongo Practising Hospitality.
- 5.3 Whakatōhea's intent is that the work programmes that arise from this Agreement will contribute to realising Whakatōhea's strategic objectives and support key components of the Whakatōhea Transformation Framework, namely
- a) Leadership – Providing for inspirational leadership;
 - b) Capacity – Fostering competent and successful citizens
 - c) Capability – Building skills and proficiency
 - d) Whānau – Supporting whānau potential
 - e) Community Engagement – Valuing communication and shared relationships
 - f) Collective Decision-making – Recognising each other's strengths



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Figure: Whakatōhea Transformation Framework

Whakatōhea Transformation Framework Towards Wellbeing



6 Relationship Principles

6.1 The parties acknowledge the following principles that will guide the implementation of this agreement:

- Kia mau ki te wairua o Te Tiriti o Waitangi:*** Uphold the spirit of the Treaty of Waitangi;
- Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū:*** Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together;
- Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi:*** Ensuring early engagement on issues of recognised mutual interest;
- Kia whakamana i ngā mātāpono o te mana raraunga me tō Te Whakatōhea whai pānga ki te mātauranga Māori me te raraunga:*** Give effect to the

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principles of Māori Data Sovereignty and Whakatōhea's rights and interests in mātauranga Māori and data;

- e) ***Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi:*** Acknowledging that the relationship is flexible and evolving;
- f) ***Kia whakaute i te motuhaketanga o ngā rōpū me ō rātou mana ake, whakahaere, haepapa hoki:*** Respecting the independence of the parties and their individual mandates, roles and responsibilities;
- g) ***Kia mōhio, kia tūtohu ka whai hua ngā rōpū i te mahitahi, me whakaae ngatahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa:*** Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or iwi in work programmes by mutual agreement; and
- h) ***Ā, kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia:*** Ensuring accountability for agreed decisions and actions.

7 Work Plan

- 7.1 The TEC and Whakatohea will work together to develop a joint work plan (the "**Work Plan**").
- 7.2 The Parties will meet annually to develop and/or review and update the Work Plan.
- 7.3 Without limitation, the Parties will explore the following through the Work Plan:
 - a) Understanding the Eastern Bay of Plenty's labour market needs;
 - b) Providing Whakatōhea input into an Eastern Bay of Plenty skills labour market plan;
 - c) Supporting Whakatōhea input into local Tertiary Education providers investment plans;
 - d) Supporting Whakatōhea participation into the Bay of Plenty Regional Skills Leadership Group;
 - e) Enabling Whakatōhea to achieve their data and data capability needs;
 - f) Supporting the establishment of a learning space in partnership with local Tertiary education providers;
 - g) Partnering to jointly drive TEC system redesign;
 - h) Supporting the establishment of relationship agreements between Whakatōhea and local Tertiary Education providers including the University of Waikato Te Whare Wananga o Waikato and Te Pūkenga – New Zealand Institute of Skills and Technology; and
 - i) Supporting development of online education resources for Whakatōhea tikanga and mātauranga.

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- 7.4 Subject to resource availability, TEC remains willing to explore additional projects proposed by Whakatōhea.

8 COMMUNICATION

- 8.1 TEC will seek to establish and maintain effective and efficient communication with the Governance Entity on a continuing basis by:
- 8.2 convening relationship meetings in accordance with clause 9;
- 8.3 maintaining information on the Governance Entity's office holders, and their addresses and contact details;
- 8.4 providing a primary Ministry contact for the Governance Entity who will act as a liaison person with other Ministry staff;
- 8.5 providing the Governance Entity with early notice of policy processes on issues of recognised mutual interest;
- 8.6 providing reasonable opportunities for the Governance Entity to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise;
- 8.7 informing relevant Ministry staff of the contents of this relationship agreement and their responsibilities and roles under it; and
- 8.8 facilitating meetings with the Minister of Education as required.

9 RELATIONSHIP MEETINGS

- 9.1 The parties agree that a [senior representative] of the Governance Entity and TEC will participate in an annual relationship meeting.
- 9.2 The first relationship meeting will take place within three months of a written request by the Governance Entity.
- 9.3 Other meetings may be held from time to time between Ministry staff and the Governance entity as mutually agreed to ensure the progress of the agreed work programme.
- 9.4 The Parties agree to meet within 12 months of the release of the Waitangi Tribunal's report on the District Inquiry into the North-Eastern Bay of Plenty, to discuss the findings and recommendations.
- 9.5 Before each relationship meeting, the Parties' representatives will agree on the meeting agenda and other administrative arrangements.
- 9.6 Meetings will take place at the Governance Entity's headquarters unless otherwise agreed. Each party will meet meeting costs incurred by its representatives.
- 9.7 In any given year the Parties may, by mutual agreement, decide not to hold the annual relationship meeting.

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10 INFORMATION SHARING

- 10.1 The Parties recognise the mutual benefit of information exchange.
- 10.2 The Parties will, to the best of their ability, share information in relation to, but not limited to:
- a) entities being funded within the Whakatōhea area of interest; and
 - b) statistics and other data of relevance to Whakatōhea.
- 10.3 Any information shared is subject to the Official Information provisions set out in clause 15.

11 COLLABORATIVE AGENCY FRAMEWORK

- 11.1 The Collaborative Agency Framework is a round table of Crown agencies, the Governance Entity, and other local interest groups and organisations who work collaboratively, where it is mutually beneficial to do so, on matters of common interest within the rohe of Whakatōhea.
- 11.2 TEC will participate in the activities of the Collaborative Agency Framework when it is in the mutual interests of the TEC and the Governance Entity to do so.

12 CONTACTS

- 12.1 The contact person for the TEC for all matters relating to this relationship agreement are the Deputy Chief Executive and Manager, Business and Partnerships.
- 12.2 The contact person for the Governance Entity for all matters relating to this relationship agreement are the Deputy Chief Executive and Manager, Business and Partnerships.
- 12.3 The contact persons named in clauses 12.1 and 12.2 may change over time. The Parties will provide each other with updated contact details within one month of any change in contact person.

13 LIMITATIONS

- 13.1 This Agreement is intended to further enhance the existing relationships between the TEC and the Governance entity. Nothing in this agreement displaces existing arrangements between the parties or any other iwi, hapū or whānau group, whether or not they are affiliated with the Governance Entity.
- 13.2 TEC's commitments under this Agreement are limited to the extent they are within the capability, resources and mandated work programme and priorities of TEC and of the government of the day.
- 13.3 The Governance Entity's commitments under this Agreement are limited to the extent they are within the capability, resources and priorities of Whakatōhea.
- 13.4 The Parties are not precluded from exploring opportunities beyond the limitations expressed in clauses 13.1 – 13.3, in accordance with the relationship principles in clause 6 and without prejudice.



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14 SPECIAL CONDITIONS

- 14.1 The provisions in this relationship agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 1993 or its successors.

15 OFFICIAL INFORMATION

- 15.1 The TEC is subject to the requirements of the Official Information Act 1992 ("OIA").
- 15.2 The TEC and its Ministers may be required in accordance with the OIA to disclose information that it holds relating to this Agreement.
- 15.3 The TEC will notify the Governance Entity and seek its views before releasing any information relating to this Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

16 PROBLEM RESOLUTION

- 16.1 If a dispute arises in connection with the relationship agreement, every effort will be made in good faith to resolve matters at the primary contact level within a reasonable timeframe to endeavour to find a resolution to the matter.
- 16.2 If this process is not successful, the matter may be escalated to a meeting between a member of the TEC's Executive Leadership Team and a nominated representative(s) of the Governance Entity who will meet within a reasonable timeframe.

13 REVIEW

- 13.1 The parties may agree to review the operation of this relationship agreement from time to time.

14 AMENDMENT

- 14.1 The parties may agree in writing to vary the provisions of this relationship agreement.



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SIGNED by the **Chief Executive of the
Tertiary Education Commission**
in the presence of:

)
)
)
)

Name

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the
[Governance Entity]
by the chair
in the presence of:

)
)
)
)
)

Name

Signature of Witness

Witness Name

Occupation

Address



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APPENDIX ONE

Supporting the establishment of a learning space in partnership with local Tertiary education providers:

- a) TEC will look to share Qlik tools to contribute to the understanding of the labour market needs in Eastern Bay of Plenty.
- b) TEC will work with MBIE and other partners to provide Whakatōhea awareness of any meeting schedules for RSLG etc that support labour market plans.
- c) TEC will work with Te Puni Kōkiri and MBIE etc to help the iwi find resources and insights to support their labour plan.
- d) As with item 7.3 (b).
- e) As above and also TEC will share Ngā Kete information.
- f) TEC will convene and work with the Ministry of Education to support the iwi and connect them where appropriate.
- g) TEC will seek to use the iwi convening powers and contacts to work collectively and strategically.
- h) TEC (linking with MoE) will help facilitate meetings with the tertiary providers. However, our role will not be to take part in the actual discussions.
- i) TEC will help facilitate meetings with the tertiary providers to support development discussions of online education resources.

The Ministry of Education are actually the primary crown representatives but for this specific relationship agreement it is TEC's support being noted.



5. WHAKAAEATANGA TIAKI TAONGA

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5. WHAKAAEATANGA TIAKI TAONGA

Whakaaetanga Tiaki Taonga

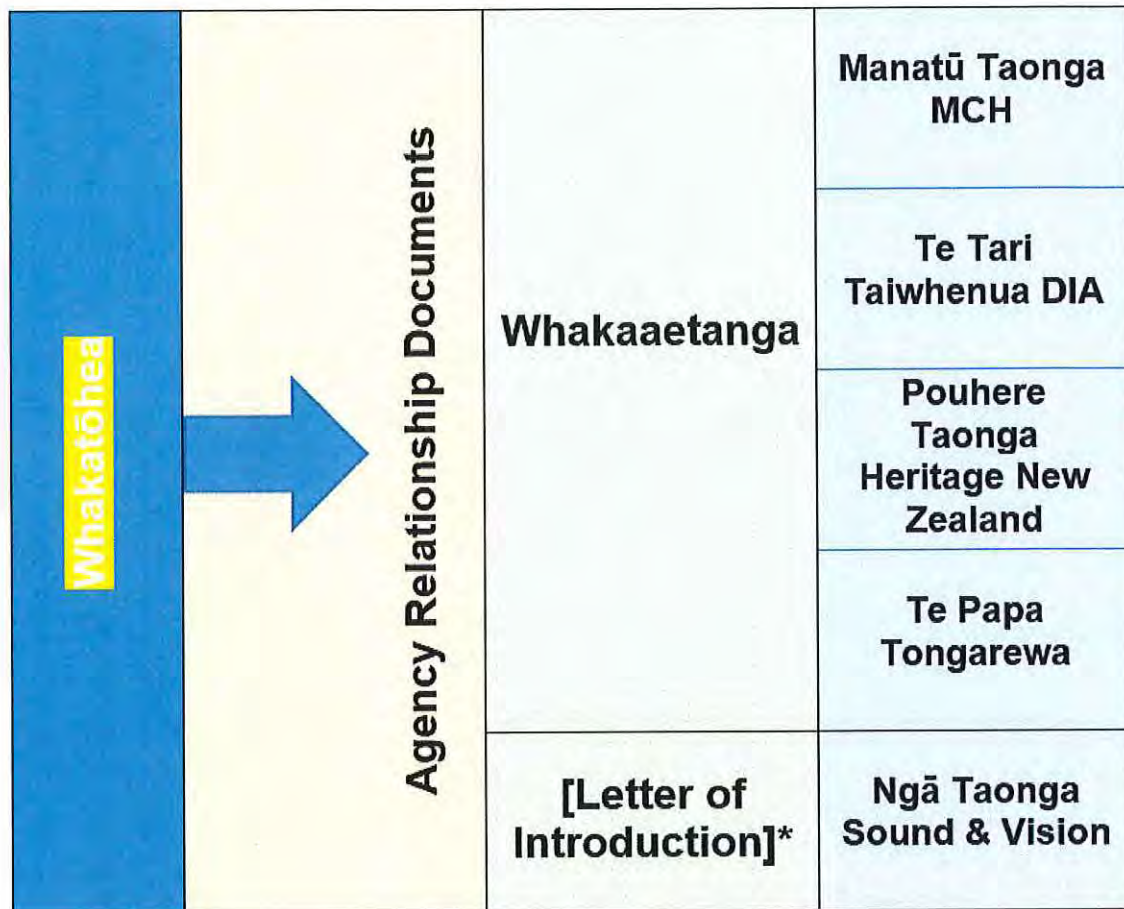
Relationship Agreement between the Culture and Heritage agencies and
[PSGE]

DATE: [TBC]

MP *dk*

5: WHAKAAEATANGA TIAKI TAONGA

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.

Ngā Taonga Sound & Vision (Ngā Taonga) participates in the collective agency Te Ara Taonga approach, including meetings with other cultural agencies and with iwi. Due to its status as a charitable trust, Ngā Taonga is not a Whakaaetanga signatory. The Letter of Introduction is a formal invitation from the Crown to Ngā Taonga to develop, with Whakatōhea, a relationship similar to the Whakaaetanga, based on a mutually agreed set of principles which underpins the way we work together.

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5: WHAKAAEATANGA TIAKI TAONGA

Whakaaetanga Tiaki Taonga

The Parties

The Parties to this Whakaaetanga Tiaki Taonga ("Whakaaetanga") are:

- ☐ [PSGE], the post settlement governance entity;
- ☐ Te Tari Taiwhenua, Department of Internal Affairs ("DIA"), the agency responsible for:
 - o the National Library Te Puna Mātauranga o Aotearoa ("National Library"); and
 - o Archives New Zealand Te Rua Mahara o Te Kāwanatanga ("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 the [PSGE] is the body representative of Whakatōhea who have an interest in the matters covered under this Whakaaetanga. This derives from the status of the [PSGE] 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 Whakatōhea and the Crown (the "Deed of Settlement"), the Parties agreed to the development of a:

1. Whakaaetanga between the Culture and Heritage Parties and the [PSGE] to facilitate:
 - 1.1. the care, management, access, use, development and revitalisation of Whakatōhea taonga; and
 - 1.2. the identification, protection, preservation and conservation of the historical and cultural heritage of Whakatōhea; and
 - 1.3. the management, access, and use of digital representations of Whakatōhea taonga and Whakatōhea mātauranga.
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, Whakatōhea taonga (whether held by Whakatōhea whānau and hapū or the Culture and Heritage Parties; whether physical or digital representations).

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4. Pouhere Taonga wishes to record its commitment to the identification protection, preservation and conservation of the historical and cultural heritage of Whakatōhea.
5. The Parties acknowledge that these common commitments are intended to support and promote the vision of [PSGE].

Purpose

6. The Parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to, Whakatōhea taonga, whether held by Whakatōhea whānau and hapū MCH, Te Papa or the Culture and Heritage Parties; whether physical or digital representations of Whakatōhea taonga.
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 Whakatōhea taonga to the maintenance and development of Whakatōhea culture and to enriching the cultural life of New Zealand;
 - 7.2. that Whakatōhea taonga is held and looked after by Whakatōhea whānau and hapū, and also by the Culture and Heritage Parties to this Whakaaetanga;
 - 7.3. Whakatōhea's cultural and spiritual authority in relation to Whakatōhea taonga;
 - 7.4. that active and meaningful engagement by the Culture and Heritage Parties with Whakatōhea in the care and management, use, development and revitalisation of, and access to, Whakatōhea taonga is required as agreed in the joint work plans;
 - 7.5. that innovative and technological solutions are required to provide opportunities for Whakatōhea's youthful population, and [a percentage] of that population who are living outside the traditional tribal rohe, to connect with Whakatōhea's culture and identity; and
 - 7.6. the need for an enduring and collaborative relationship to be developed between [PSGE] 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 that place-based taonga such as marae, wāhi tapu and wāhi tūpuna, ancestral footprints in archaeology, and others have for iwi/hapū and the cultural life of New Zealand;
 - 8.2. that said place-based taonga are looked after by Whakatōhea whānau and hapū;
 - 8.3. Whakatōhea's cultural and spiritual authority in relation to their place-based taonga;
 - 8.4. that active and meaningful engagement by the Pouhere Taonga with Whakatōhea in the identification, protection, preservation and conservation of their place-based taonga are required as agreed in the work plans; and
 - 8.5. the need for an enduring and collaborative relationship to be developed between [PSGE] and Pouhere Taonga.

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5: WHAKAAEATANGA TIAKI TAONGA

Aspirations

9. The Culture and Heritage Parties recognise and respect [PSGE]'s aspirations which are to:
 - 9.1. to uphold the spirit of the Treaty of Waitangi;
 - 9.2. to recognise and support Whakatōhea's mana tangata, mana whenua, and mana moana;
 - 9.3. to support and accelerate Whakatōhea's vision for prosperity and wealth; and
 - 9.4. to work together to realise benefits for the community.
10. This relationship will be guided by the Whakatōhea Transformation Framework which has the following four pillars:
 - 10.1. Mihi Marino Reconciliation with Whakatōhea, the Crown, and society;
 - 10.2. Kōpura Regenerating Culture;
 - 10.3. Te Puta Tieke Intergenerational Development; and
 - 10.4. Te Umutaunoa a Tairongo Practising Hospitality.
11. The work programmes that arise from this agreement will contribute to realising Whakatōhea's strategic objectives and supporting key components of the Whakatōhea Transformation Framework, namely:
 - 11.1. Leadership – Providing for inspirational leadership;
 - 11.2. Capacity – Fostering competent and successful citizens;
 - 11.3. Capability – Building skills and proficiency;
 - 11.4. Whānau – Supporting whānau potential;
 - 11.5. Community Engagement – Valuing communication and shared relationships; and
 - 11.6. Collective Decision-making – Recognising each other's strengths.
12. These aspirations are intended to facilitate access for Whakatōhea to their taonga, and support their care and management, use, development and revitalisation and to facilitate the identification, protection, preservation and conservation of Whakatōhea's historical and cultural heritage making best efforts to be consistent with Whakatōhea tikanga.
13. The vision of [PSGE] is built upon the already existing relationships between Whakatōhea 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.

5: WHAKAAEATANGA TIAKI TAONGA

Principles

14. The Parties acknowledge the following relationship principles that will guide the implementation of this Whakaaetanga:
- 14.1. *Kia mau ki te wairua o Te Tiriti o Waitangi*: Uphold the spirit of the Treaty of Waitangi;
 - 14.2. *Kia mahi tahi ki te whakatutuki ngātahi i ngā whāinga pāhekoheko, ko te āhukahuka me te tūtohu i ngā hua taupuhipuhi i te mahi tahi ki ngā rōpū*: Working in a spirit of co-operation to achieve joint outcomes, recognising and acknowledging the mutual benefits that the parties gain from working together;
 - 14.3. *Kia whakatūturu i te whakapāpātanga wawe i ngā take kua āhukahukatia te whai pāngataupuhipuhi*; Ensuring early engagement on issues of recognised mutual interest;
 - 14.4. *Kia whakamana i ngā mātāpono o Te Mana Raraunga me tō Te Whakatōhea whai pānga ki te mātauranga Māori me te raraunga*: acknowledge and support Whakatōhea's aspirations in relation to Māori Data Sovereignty and mātauranga Māori;
 - 14.5. *Kia tūtohu kei te hangore, kei te whanake tēnei piringa mahi*: Acknowledging that the relationship is flexible and evolving;
 - 14.6. *Kia whakaute i te motuhaketanga o ngā rōpū me ō rātou mana ake, whakahaere, haepapa hoki*: Respecting the independence of the parties and their individual mandates, roles and responsibilities;
 - 14.7. *Kia mōhio, kia tūtohu ka whai hua ngā rōpū i te mahitahi, me whakaae ngātahi kia whakaurua mai ētahi atu manatū, iwi rānei ki ngā kaupapa*: Recognising and acknowledging that the parties benefit from working together and may include other agencies and/or iwi in work programmes by mutual agreement; and
 - 14.8. *Ā, kia whakatūturu te noho haepapa ki ngā whakatau me ngā mahi kua whakaetia*: Ensuring accountability for agreed decisions and actions;
 - 14.9. working in a spirit of co-operation;
 - 14.10. respecting the independence of the Parties and their individual mandates, roles and responsibilities; and
 - 14.11. recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge and expertise.
15. [PSGE] and the Culture and Heritage Parties have entered into this Whakaaetanga in good faith and in the spirit of partnership. [PSGE] 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

16. 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.

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5: WHAKAAEATANGA TIAKI TAONGA

17. 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 [xx] of the [Whakatōhea 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.
18. For the avoidance of doubt the legally enforceable parts of the Whakaaetanga are contained in Appendix B and apply to MCH only.
19. Resourcing of activities under this Whakaaetanga will be within the existing resource limits and align with the Government priorities of the day.
20. [PSGE] 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

21. When requested by the [PSGE], each of the Culture and Heritage Parties will confirm joint work plans (work plans) with [PSGE], in relation to matters consistent with the purpose of this Whakaaetanga of specific pieces of work to be undertaken which may:
 - 21.1. provide the detail of the commitments agreed by [PSGE] and each respective Culture and Heritage Party;
 - 21.2. set out a timetable and milestones for delivering on any agreed commitments;
 - 21.3. confirm the responsibilities for the various parties in meeting the agreed commitments;
 - 21.4. identify a process for resolving any issues or disputes;
 - 21.5. identify key contact persons for the parties;
 - 21.6. provide for mutually agreed outcomes; and
 - 21.7. provide for the work plans to be reviewed at the annual meeting.
22. Final topics for the work plans will be mutually agreed by [PSGE] and each respective Culture and Heritage Party and will reflect the priorities, resources and the specific functions and duties of the parties.
23. 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 [PSGE] before issuing any such invitation.

Work Plan Topics Shared by all Parties

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

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- 24.1. Care and Management of Whakatōhea taonga, both physical and digital, 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 [PSGE] as far as reasonably practicable, to develop and maintain inventories for Whakatōhea taonga;
 - c. to work collaboratively with [PSGE] to research Whakatōhea taonga;
 - d. to work with [PSGE] to develop metadata for Whakatōhea taonga;
 - e. to work collaboratively with [PSGE] on taonga care, management, and storage;
 - f. to develop mutually beneficial research projects that enhance the understanding of Whakatōhea taonga and Whakatōhea culture;
 - g. to explore ways to practically achieve Whakatōhea's data sovereignty aspirations in their collaboration with the iwi; and
 - h. to work collaboratively with [PSGE] on the identification, preservation and protection of their land based Māori heritage, structures and monuments.
- 24.2. Sharing knowledge and expertise associated with Whakatōhea 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 Whakatōhea taonga;
 - c. work together on exhibition planning processes and related activities specific to Whakatōhea taonga;
 - d. seek advice from [PSGE] regarding specific policy and tikanga guidance as it relates to Whakatōhea taonga; and
 - e. share information on the preservation and protection of land based Māori heritage, structures and monuments.
- 24.3. Opportunities for increased learning and capacity building relating to Whakatōhea 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.

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25. Final topics for the work plans will be mutually agreed by [PSGE] and each respective Culture and Heritage Party and will reflect the priorities, resources and the specific functions and duties of the Parties. Appendix A and B of this Whakaetanga includes potential topics for work plans between [PSGE] and each of the Culture and Heritage Parties.

Ongoing Relationships

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

Communication

29. The Parties commit to:
- 29.1. maintain effective communication with one another on any concerns and issues arising from this Whakaaetanga and its implementation;
 - 29.2. as far as reasonably practicable, provide opportunities for meetings of relevant management or staff at the relevant level, in order to progress the relationship and any agreed joint work to advance the aspirations of Whakatōhea;
 - 29.3. 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;
 - 29.4. as far as reasonably practicable, inform other organisations with whom they work, central government agencies and stakeholders about this Whakaaetanga and future amendments; and
 - 29.5. include a copy of this Whakaaetanga on the Culture and Heritage Parties' websites.
30. It is agreed by the Parties that any issue regarding the interpretation of clauses in this Whakaaetanga shall be resolved after taking into account the [PSGE] vision and principles.

Changes to Policy and Legislation Affecting this Whakaaetanga

31. In addition to the specific commitments in this Whakaaetanga, the Culture and Heritage Parties will consult, wherever practicable, with the [PSGE] on legislative and policy development or review which potentially affects Whakatōhea taonga and provide for opportunities for the [PSGE] to contribute to such developments.
32. 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:
- 32.1. notify the [PSGE] of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;

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- 32.2. make available to the [PSGE] the information provided to Māori as part of the consultation process referred to in this clause; and
- 32.3. advise the [PSGE] of the final outcome of any such consultation.
33. Where the Culture and Heritage Parties are required to consult under this Whakaaetanga, the basic principles that will be followed in consulting with [PSGE] trustees in each case are:
- 33.1. ensuring that [PSGE] 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;
- 33.2. providing [PSGE] trustees with sufficient information to make informed submissions in relation to any of the matters that are the subject of the consultation;
- 33.3. ensuring that sufficient time is given for the participation of [PSGE] trustees in the decision making process including the preparation of submissions by [PSGE] trustees in relation to any of the matters that are the subject of the consultation;
- 33.4. ensuring that the Culture and Heritage party will approach the consultation with [PSGE] trustees with an open mind, and will genuinely consider the submissions of [PSGE] trustees in relation to any of the matters that are the subject of the consultation; and
- 33.5. reporting back to [PSGE] trustees, either in writing or in person, in regard to any decisions made that relate to that consultation.

Dispute Resolution

34. 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 the [PSGE] 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 month's notice to the other parties.
35. 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:
- 35.1. the party requiring the dispute to be referred to mediation must provide written notice to the other party or parties.
- 35.2. 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 Te Kāhui Ture o Aotearoa (the New Zealand Law Society). The mediator will be:
- a. familiar with tikanga based dispute resolution; and
- b. independent of the dispute.
- 35.3. the mediator will not have the power to determine the dispute, but may offer advice of a non-binding nature.

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36. 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

37. 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.
38. 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.

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Definitions

"the Area"	means the Whakatōhea 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

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[Issued on []]

Signing parties

(Name)

Chief Executive

[PSGE]

Date:

WITNESS

Name:

Occupation:

Address:

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:

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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:

MP dk

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

All Culture and Heritage Parties will explore ways to support Whakatōhea's aim to protect their mātauranga and taonga, eg: through Traditional Knowledge Labels or some other means mutually agreed to.

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 [PSGE] to develop processes to record what material relating to Whakatōhea taonga is being accessed from the collections;
 - b) to work with [PSGE] to develop protocols concerning use of and access to material relating to Whakatōhea taonga;
 - c) to work with [PSGE] to develop exhibition opportunities relating to Whakatōhea Settlement taonga; and
 - d) to provide [PSGE] the opportunity to share their mātauranga regarding key activities and events at National Library.
2. Sharing knowledge and expertise associated with Whakatōhea taonga:
 - a) to share knowledge and expertise on Whakatōhea 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 [PSGE] to develop processes to record what material relating to Whakatōhea taonga is being accessed from the collections;
 - b) to work with [PSGE] to develop protocols concerning use of and access to materials relating to Whakatōhea taonga;
 - c) [the Chief Archivist will facilitate, where possible, the engagement of public offices with Whakatōhea to identify and arrange for the discharge of any taonga records relevant to Whakatōhea which are scheduled for disposal and are not required for retention as part of the permanent Government record.]
 - d) to develop a process to provide information to [PSGE] on the type of research being conducted when Whakatōhea taonga are being accessed.

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4. Monitoring delivery of service:
 - a) to develop processes to monitor the effectiveness of the relationship with and services to [PSGE] 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 [PSGE] 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 Whakatōhea taonga:
 - a) to consult with [PSGE], and advise public offices and local authorities, on best practice in making access decisions for access to Whakatōhea taonga held by the public archives and local authorities.

Museum of New Zealand Te Papa Tongarewa

7. To work with [PSGE] 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 Whakatōhea taonga held at Te Papa;
 - b) to work with [PSGE] to develop protocols concerning use of and access to materials relating to Whakatōhea taonga;
 - c) to work with [PSGE] to develop exhibition opportunities; and
 - d) to provide opportunities to promote Whakatōhea artists at Te Papa.
9. To provide Whakatōhea the opportunity to share their mātauranga regarding key activities and events at Te Papa:
 - a) to recognise the [PSGE] as an iwi authority for Whakatōhea in relation to taonga issues; and
 - b) to consult with [PSGE] regarding, and provide Whakatōhea with the opportunity to acquire, Whakatōhea taonga that may be deaccessioned by Te Papa.
10. Sharing knowledge and expertise associated with Whakatōhea cultural heritage kaupapa:
 - a) to share knowledge and expertise associated with Whakatōhea cultural heritage kaupapa, including the following:
 - i) Legislation (e.g. the Protected Objects Act 1975) museum policies and practices;

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- ii) Visitor Market Research & Evaluation methodology and data;
- iii) Whakatōhea taonga held overseas;
- b) to actively facilitate Whakatōhea relationships with New Zealand and international museums, galleries and heritage organisations; and
- c) to actively facilitate opportunities for access and reconnection of [PSGE] taonga through the relationships stated in paragraph 10 (b) above.

Te Papa: Future Aspirations:

11. In the future Te Papa and [PSGE] will work together on:
- a) New Zealand Museum Standards Scheme;
 - b) advice on cultural centre development;
 - c) commercial Initiatives;
 - d) exhibition and project partnership.

Pouhere Taonga Heritage New Zealand– Māori Heritage

12. From maunga kōrero to punawai, from whare 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, whare 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 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

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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 – relevant iwi, hapū and hāpori, 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 engage with relevant iwi/hapū and hāpori and interested groups, e.g. landowners, local authorities, government departments;
 - b) specifically prepare Māori heritage proposals for entry on the List, researching the history and significance to iwi/hapū of their taonga places; and
 - c) work with iwi/hapū and relevant groups towards the long-term conservation, and protection of Māori heritage places, in particular through district planning mechanisms if this is deemed appropriate and conservation advice.

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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 [PSGE] with the opportunity for input into those matters.

RELATIONSHIP PRINCIPLES

2. [PSGE], the Minister and the Chief Executive agree to abide by the relationship principles set out in [clauses 14 and 15] 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 [PSGE] 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 [PSGE] 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 [PSGE] in writing of any Taonga Tūturu found within the Area or identified as being of Whakatōhea 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 Whakatōhea origin found anywhere else in New Zealand;
 - c) notify [PSGE] 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 Whakatōhea origin found anywhere else in New Zealand;
 - d) notify [PSGE] 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 Whakatōhea origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and

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- e) notify [PSGE] 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 Whakatōhea 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 WHAKATŌHEA ORIGIN FOUND ELSEWHERE IN NEW ZEALAND

- 7. If [PSGE] 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 Whakatōhea 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 [PSGE]'s claim of ownership, the Chief Executive will consult with [PSGE] 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 Whakatōhea origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of [PSGE] 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 WHAKATŌHEA ORIGIN FOUND ELSEWHERE IN NEW ZEALAND

- 10. If [PSGE] does not lodge a claim of ownership of any Taonga Tūturu found within the Area or identified as being of Whakatōhea 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 [PSGE] before a decision is made on who may have custody of the Taonga Tūturu; and
 - b) notify [PSGE] in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

EXPORT APPLICATIONS - EXPERT EXAMINERS

- 11. For the purpose of seeking an expert opinion from [PSGE] trustees on any export applications to remove any Taonga Tūturu of Whakatōhea origin from New Zealand, the Chief Executive will register [PSGE] trustees on the MCH Register of Expert Examiners.
- 12. Where the Chief Executive receives an export application to remove any Taonga Tūturu of Whakatōhea origin from New Zealand, the Chief Executive will consult [PSGE] trustees as an Expert Examiner on that application, and notify the [PSGE] 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 [PSGE] within the limits of the Act. In

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circumstances where the Chief Executive originally consulted [PSGE] as an Expert Examiner, the Minister may consult with [PSGE] 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 [PSGE] in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where [PSGE] was consulted as an Expert Examiner.

REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

15. The Chief Executive will register [PSGE] trustees as a Registered Collector of Taonga Tūturu.

BOARD APPOINTMENTS

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

NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

17. The Chief Executive shall seek and consider the views of [PSGE] trustees on any national monument, war grave or historic grave managed or administered by MCH, which specifically relates to Whakatōhea'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 the [PSGE], 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 WHAKATŌHEA

19. The Chief Executive shall:
- a) provide [PSGE] trustees with a list and copies of all history publications commissioned or undertaken by MCH that relate substantially to Whakatōhea; and
 - b) where reasonably practicable, consult with [PSGE] trustees on any work MCH undertakes that relates substantially to Whakatōhea:
 - i) from an early stage;

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- ii) during the process of undertaking the work; and
 - iii) before making the final decision on the material of a publication.
20. [PSGE] trustees accept that the author, after genuinely considering the submissions and/or views of and confirming and correcting any factual mistakes identified by [PSGE] 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 Whakatōhea 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 [PSGE] 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.

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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 the 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 people's 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 Whakatōhea.

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
 - (c) working collaboratively with other institutions having similar purposes, including those forming part of the international library community.

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

MP CLK

5: WHAKAAEATANGA TIAKI TAONGA

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.

MP dk

5: WHAKAAEATANGA TIAKI TAONGA

Heritage New Zealand Pouhere Taonga

24. Heritage New Zealand Pouhere Taonga, formerly the New Zealand Historic Places Trust,, 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.

M 8 dk

5: WHAKAAEATANGA TIAKI TAONGA

APPENDIX D: WHAKATŌHEA AREA OF INTEREST

[INSERT MAP]

MR dk

6. LETTERS OF COMMITMENT

MP dk

6.1 LETTER OF COMMITMENT – TE ARAWHITI / THE OFFICE FOR MĀORI
CROWN RELATIONS

MP dk

6.1: LETTER OF COMMITMENT – TE ARAWHITI / THE OFFICE FOR MĀORI CROWN RELATIONS



Level 3, Justice Centre
19 Aitken Street
SX10111
Wellington 6011

E ngā hapū me ngā uri o [the Whakatōhea PSGE]

Whakatōhea Letter of Commitment from The Office for Māori Crown Relations – Te Arawhiti

Background

In August 2017 the Whakatōhea Pre-settlement Claims Trust signed an Agreement in Principle to settle the historical claims of Whakatōhea, being those claims arising from Crown actions and omissions that occurred before 21 September 1992. In [MONTH, YEAR], ngā uri o Whakatōhea ratified the deed of settlement of Whakatōhea historical claims with [xx] percent of participants voting to accept the settlement.

The Whakatōhea Deed of Settlement contains relationship redress with key Crown agencies. Whakatōhea are guided by the Whakatōhea Transformation Framework. The work arising from these relationships is intended to contribute to realising Whakatōhea's strategic objectives and support the Framework's six key components, namely:

- Leadership – Providing for inspirational leadership;
- Capacity – Fostering competent and successful citizens
- Capability – Building skills and proficiency
- Whānau – Supporting whānau potential
- Community Engagement – Valuing communication and shared relationships
- Collective Decision-making – Recognising each other's strengths

Figure: Whakatōhea Transformation Framework

**Whakatōhea Transformation Framework
Towards Wellbeing**



**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

6.1: LETTER OF COMMITMENT – TE ARAWHITI / THE OFFICE FOR MĀORI CROWN RELATIONS

During settlement negotiations, Whakatōhea sought a letter of commitment from Te Arawhiti.

North-eastern Bay of Plenty (Wai 1750) inquiry

In June 2019, the Waitangi Tribunal commenced the North-eastern Bay of Plenty district inquiry. This inquiry proceeded in parallel with ongoing Whakatōhea settlement negotiations and will be paused during the period that Parliament considers the Whakatōhea settlement legislation. The terms of the Whakatōhea settlement, as ratified by ngā uri o Whakatōhea, mean that the Wai 1750 inquiry will resume after the settlement legislation is passed.

The settlement legislation will restore the Waitangi Tribunal's jurisdiction over historical claims, over which it will only be able make findings. The Waitangi Tribunal will continue to have full jurisdiction to make findings and recommendations on contemporary claims, being those claims arising from Crown actions and omissions that occurred after 21 September 1992.

Response to Wai 1750 inquiry

Through the relationship agreements in the Whakatōhea deed of settlement, key Crown agencies have committed to meet with Whakatōhea within 12 months of the publication of the North-Eastern Bay of Plenty District Inquiry report to discuss how any findings and recommendations on contemporary issues might be addressed.

Te Arawhiti will convene a one-off forum of those agencies and Whakatōhea, and extend an invitation to other Crown agencies if relevant to the Tribunal's findings, within 12 months of the publication of the Tribunal's report. The purpose of the forum will be to:

- Allow the parties to meet to discuss the findings
- Consider a potential way forward with each agency to address any contemporary issues raised.

It is hoped that this will serve as an additional step in the journey to strengthen the Whakatōhea-Crown relationship into the future.

[Whakatauki]

Nāku noa, nā

[Name]

Chief Executive

Te Arawhiti – The Office for Māori Crown Relations

MP dk

[Signature]

6.2 LETTER OF COMMITMENT – TE PUNI KŌKIRI / MINISTRY FOR MĀORI
DEVELOPMENT

MS dk



6.2: LETTER OF COMMITMENT – TE PUNI KOKIRI / MINISTRY FOR MĀORI DEVELOPMENT



Letter of Commitment from Te Puni Kōkiri

Tēnā koutou

Background

On [insert date] Whakatōhea and the Crown entered into a Deed of Settlement to settle the historical claims of Whakatōhea, being those claims arising from Crown actions and omissions that occurred before 21 September 1992.

The Whakatōhea Deed of Settlement contains relationship redress with key Crown agencies committing to a relationship with Whakatōhea.

The relationship between Whakatōhea and Crown agencies will be guided by the Whakatōhea Transformation Framework. The work arising from this relationship is intended to contribute to realising Whakatōhea's strategic objectives and support the Framework's six key components, namely:

- Leadership – Providing for inspirational leadership;
- Capacity – Fostering competent and successful citizens;
- Capability – Building skills and proficiency;
- Whānau – Supporting whānau potential;
- Community Engagement – Valuing communication and shared relationships; and
- Collective Decision-making – Recognising each other's strengths.

Figure: Whakatōhea Transformation Framework

Whakatōhea Transformation Framework Towards Wellbeing



6.2: LETTER OF COMMITMENT – TE PUNI KŌKIRI / MINISTRY FOR MĀORI DEVELOPMENT

As part of this redress, Te Puni Kōkiri – the Ministry for Māori Development undertook to provide a letter of commitment to Whakatōhea.

Te Puni Kōkiri is the government's principal advisor on Māori wellbeing and development. Through its network of regional offices, Te Puni Kōkiri has a range of relationships with whānau, hapū and iwi Māori across Aotearoa.

Moving forward

Te Puni Kōkiri is committed to establishing a durable and cooperative relationship with [Whakatōhea PSGE] that is regionally led and centrally enabled. This relationship will be in addition to existing Te Puni Kōkiri relationships with Whakatōhea whānau, hapū, groups, organisations and entities outside settlement.

Senior staff from Te Puni Kōkiri will meet with [Whakatōhea PSGE] within six months of the deed of settlement being signed and annually thereafter to:

- understand Whakatōhea wellbeing and development priorities and aspirations;
- identify mutual priorities; and
- explore opportunities to work together to enhance Whakatōhea wellbeing and development aspirations.

It is hoped that this relationship will strengthen the Whakatōhea-Crown relationship into the future.

Nāku noa, nā

Te Tumu Whakarae mō Te Puni Kōkiri | Secretary for Māori Development

MP dk

7. LETTERS OF INTRODUCTION

7.1 LETTER OF INTRODUCTION – DEPARTMENT OF INTERNAL AFFAIRS

Mf dk

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

7.1: LETTER OF INTRODUCTION - DEPARTMENT OF INTERNAL AFFAIRS

Paul James
Chief Executive
Department of Internal Affairs
WELLINGTON 6011

Tēnā rā koe Mr James

Deed of Settlement between the Crown and Whakatōhea: Letter of Introduction

On [date], the Crown signed a Deed of Settlement with Whakatōhea, an iwi in the Eastern Bay of Plenty, to settle its historical Treaty of Waitangi claims. The Whakatōhea Claims Settlement Act [year] was passed to implement the settlement and settlement date is on [date].

The Deed of Settlement is comprised of cultural and commercial redress to remedy historical grievances Whakatōhea have suffered due to Crown breaches of the Treaty of Waitangi. Cultural redress includes mechanisms to develop and/or enhance relationships between Whakatōhea and entities involved in the wellbeing of the Whakatōhea people. Please find enclosed a summary of the Deed of Settlement for your information.

**Whakatōhea Transformation Framework
Towards Wellbeing**



Whakatōhea

A map outlining the Whakatōhea area of interest and a summary of the historical background to the Whakatōhea claims are included in the enclosed summary of the Deed of Settlement.

The Whakatōhea Transformation Framework outlines core components that contribute towards wellbeing for the iwi.

7.1: LETTER OF INTRODUCTION - DEPARTMENT OF INTERNAL AFFAIRS

The Transformation Framework is also the methodology that the iwi would like to be used to guide its post-settlement engagement with crown agencies.

Relationship with the Department of Internal Affairs

During negotiations with the Crown, Whakatōhea expressed an interest in developing its relationship with the Department of Internal Affairs (the Department). The iwi is interested in discussing a range of matters touching on areas of the Department's responsibilities, including but not limited to:

- Local Government Policy,
- Māori Data Sovereignty and Public Digital Services
- Digital Identity.

It is understood that relationships grow and change and that these areas of interest and the nature of the relationship may also evolve over time.

This letter is to inform the Department of the passing of the iwi settlement legislation and introduce the [Whakatōhea PSGE] as the post-settlement governance entity for the iwi moving forward. It also asks the Department to participate in discussions with Whakatōhea including about the matters outlined above when it is mutually convenient.

The contact details for the [Whakatōhea PSGE] are:

[CE, Chair...]
[Whakatōhea PSGE]
Email:

Naku noa, nā

[Name]
Chief Executive
The Office for Māori Crown Relations – Te Arawhiti

cc: [name], [title] – [Whakatōhea PSGE]: [email address]

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7.2 LETTER OF INTRODUCTION – MINISTRY OF HOUSING AND URBAN
DEVELOPMENT

7.2: LETTER OF INTRODUCTION – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

Andrew Crisp
Chief Executive
Te Tūāpapa Kura Kāinga - Ministry for Housing and Urban Development
WELLINGTON 6011

Tēnā rā koe Mr Crisp

Deed of Settlement between the Crown and Whakatōhea: Letter of Introduction

On [date], the Crown signed a Deed of Settlement with Whakatōhea, an iwi in the Eastern Bay of Plenty, to settle their historical Treaty of Waitangi claims. The Whakatōhea Claims Settlement Act [year] was passed to implement the settlement and settlement date is on [date].

The Deed of Settlement is comprised of cultural and commercial redress to remedy historical grievances Whakatōhea have suffered due to Crown breaches of the Treaty of Waitangi. Cultural redress includes mechanisms to develop and/or enhance relationships between Whakatōhea and entities involved in the wellbeing of the Whakatōhea people. Please find enclosed a summary of the Deed of Settlement for your information.

During negotiations with the Crown, Whakatōhea expressed an interest in working with Te Tūāpapa Kura Kāinga on matters of mutual interest.

In the Deed of Settlement, the Crown agreed to write a letter of introduction encouraging a co-operative relationship between Whakatōhea and Te Tūāpapa Kura Kāinga. Accordingly, I am writing to introduce Te Tūāpapa Kura Kāinga to the [Whakatōhea PSGE] and suggest Te Tūāpapa Kura Kāinga contact [Whakatōhea PSGE] to explore how best to engage on areas of mutual interest.

Whakatōhea

A map outlining the Whakatōhea area of interest and a summary of the historical background to the Whakatōhea claims are included in the enclosed summary of the Deed of Settlement.

The Whakatōhea Transformation Framework outlines core components that contribute towards wellbeing for their iwi and has been used to guide their engagement with crown agencies.



Whakatōhea Transformation Framework Towards Wellbeing



Relationship with Te Tūāpapa Kura Kāinga

Whakatōhea have expressed their desire to work with Te Tūāpapa Kura Kāinga towards an effective and ongoing relationship. Specifically, Whakatōhea are interested in engaging with Te Tūāpapa Kura Kāinga on the following matters:

- Understand the nature of housing challenges within their rohe,
- Explore opportunities to collaborate around provision of housing in their rohe,
- Support Iwi / Māori led housing initiatives in their rohe, and
- Build capacity for planning and delivery of housing across rural and urban environments in their rohe, and
- Create built environments that enhance wellbeing.

The [CE, Chair...] of the [Whakatōhea PSGE] is [NAME].

The contact details for the [Whakatōhea PSGE] are:

[]

Address]

[Handwritten signatures]

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

7.2: LETTER OF INTRODUCTION – MINISTRY OF HOUSING AND URBAN DEVELOPMENT

The Office for Māori-Crown Relations - Te Arawhiti is available to support Te Tūāpapa Kura Kāinga in developing its relationship with Whakatōhea. If you have any questions please contact [insert contact] at [email].

Naku noa, nā

Lil Anderson
Chief Executive
The Office for Māori Crown Relations - Te Arawhiti

CC: [name], [title] – [Whakatōhea PSGE]: [email address]



7.3 LETTER OF INTRODUCTION – MINISTRY FOR PRIMARY INDUSTRIES

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7.3: LETTER OF INTRODUCTION – MINISTRY FOR PRIMARY INDUSTRIES

Ray Smith
Director-General
Ministry for Primary Industries - Manatū Ahu Matua
Charles Fergusson Building
34-38 Bowen Street
WELLINGTON 6011

Tēnā rā koe Mr Smith

Deed of Settlement between the Crown and Whakatōhea: Letter of Introduction

On [date], the Crown signed a Deed of Settlement with Whakatōhea, an iwi in the Eastern Bay of Plenty, to settle their historical Treaty of Waitangi claims. The Whakatōhea Claims Settlement Act [year] was passed to implement the settlement and settlement date is on [date].

The Deed of Settlement is comprised of cultural and commercial redress to remedy historical grievances Whakatōhea have suffered due to Crown breaches of the Treaty of Waitangi. Cultural redress includes mechanisms to develop and/or enhance relationships between Whakatōhea and entities involved in the wellbeing of the Whakatōhea people. Please find enclosed a summary of the Deed of Settlement for your information.


During negotiations with the Crown, Whakatōhea expressed an interest in working with the Ministry of Primary Industries (MPI) on matters of mutual interest. The Whakatōhea Treaty settlement includes a Primary Industries Protocol between [Whakatōhea PSGE], Primary Sector ministers and MPI as part of the Whakatōhea Treaty settlement. This Protocol provides a detailed framework to enable parties to work together on engagement in fisheries management and policy formation consistent with the commitments in the Whakatōhea Deed of Settlement.

In addition to the Primary Industries Protocol, the Crown also agreed to write a letter of introduction encouraging a co-operative relationship between Whakatōhea and MPI. The purpose of this letter is to formally introduce MPI to the [Whakatōhea PSGE] as a post-settlement partner and suggest MPI contact [Whakatōhea PSGE] to explore how best to engage on areas of mutual interest which have not been covered by the Primary Industries Protocol.

Whakatōhea

A map outlining the Whakatōhea area of interest and a summary of the historical background to the Whakatōhea claims are included in the enclosed summary of the Deed of Settlement.

The Whakatōhea Transformation Framework outlines core components that contribute towards wellbeing for their iwi and has been used to guide their engagement with crown agencies.



7.3: LETTER OF INTRODUCTION – MINISTRY FOR PRIMARY INDUSTRIES

Whakatōhea Transformation Framework Towards Wellbeing



Relationship with the Ministry for Primary Industries

Whakatōhea have expressed their desire to work with MPI towards an effective and ongoing relationship. Specifically, Whakatōhea are interested in engaging with MPI on the following matters:

- exploring the use of mātāuranga Māori in decision-making;
- building capacity to grow Whakatōhea's primary industries;
- supporting access to data relevant to Whakatōhea's primary industries;
- creating access for collaborative activities, outreach and research; and
- identifying opportunities for capability building.

The [CE, Chair...] of the [Whakatōhea PSGE] is [NAME].

The contact details for the [Whakatōhea PSGE] are:

[

Address]

[Handwritten signatures]

7.3: LETTER OF INTRODUCTION – MINISTRY FOR PRIMARY INDUSTRIES

The Office for Māori-Crown Relations - Te Arawhiti is available to MPI in developing its relationship with Whakatōhea. If you have any questions please contact [insert contact] at [email].

Naku noa, nā

Lil Anderson
Chief Executive
The Office for Māori Crown Relations - Te Arawhiti

CC: [name], [title] - [Whakatōhea PSGE]: [email address]



7.4 LETTER OF INTRODUCTION – NEW ZEALAND TRANSPORT AGENCY



7.4: LETTER OF INTRODUCTION – NEW ZEALAND TRANSPORT AGENCY

Nicole Rosie
Chief Executive
New Zealand Transport Agency – Waka Kotahi
WELLINGTON 6011

Tēnā rā koe Ms Rosie

Deed of Settlement between the Crown and Whakatōhea: Letter of Introduction

On [date], the Crown signed a Deed of Settlement with Whakatōhea, an iwi in the Eastern Bay of Plenty, to settle their historical Treaty of Waitangi claims. The Whakatōhea Claims Settlement Act [year] was passed to implement the settlement and settlement date is on [date].

The Deed of Settlement is comprised of cultural and commercial redress to remedy historical grievances Whakatōhea have suffered due to Crown breaches of the Treaty of Waitangi. Cultural redress includes mechanisms to develop and/or enhance relationships between Whakatōhea and entities involved in the wellbeing of the Whakatōhea people. Please find enclosed a summary of the Deed of Settlement for your information.

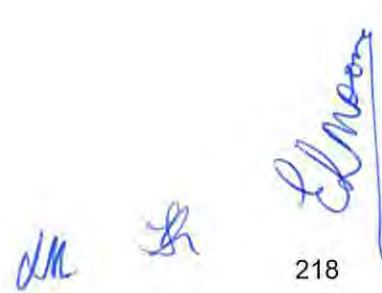
During negotiations with the Crown, Whakatōhea expressed an interest in working with the New Zealand Transport Agency (NZTA) on matters of mutual interest.

In the Deed of Settlement, the Crown agreed to write a letter of introduction encouraging a co-operative relationship between Whakatōhea and NZTA. Accordingly, I am writing to introduce NZTA to the [Whakatōhea PSGE] and suggest NZTA contact [Whakatōhea PSGE] to explore how best to engage on areas of mutual interest.

Whakatōhea

A map outlining the Whakatōhea area of interest and a summary of the historical background to the Whakatōhea claims are included in the enclosed summary of the Deed of Settlement.

The Whakatōhea Transformation Framework outlines core components that contribute towards wellbeing for their Iwi and has been used to guide their engagement with crown agencies.



7.4: LETTER OF INTRODUCTION – NEW ZEALAND TRANSPORT AGENCY

Whakatōhea Transformation Framework Towards Wellbeing



Relationship with the New Zealand Transport Agency

Whakatōhea have expressed their desire to work with NZTA towards an effective and ongoing relationship. Specifically, Whakatōhea are interested in engaging with NZTA on the following matters:

- the planning and design of roads in the rohe;
- the creation of protocols for the inclusion of Whakatōhea design elements within infrastructure projects; and
- the exploration of opportunities for capacity building.

The [CE, Chair...] of the [Whakatōhea PSGE] is [NAME].

The contact details for the [Whakatōhea PSGE] are:

[

Address

]

The Office for Māori-Crown Relations – Te Arawhiti is available to support NZTA in developing its relationship with Whakatōhea. If you have any questions please contact [insert contact] at [email].

dk *Ch Moore*

7.4: LETTER OF INTRODUCTION – NEW ZEALAND TRANSPORT AGENCY

Naku noa, nā

Lil Anderson
Chief Executive
The Office for Māori Crown Relations – Te Arawhiti

CC: [name], [title] - [Whakatōhea PSGE]: [email address]

7.5 LETTER OF INTRODUCTION – NEW ZEALAND TRADE AND ENTERPRISE

7.5: LETTER OF INTRODUCTION – NEW ZEALAND TRADE AND ENTERPRISE

Andrew Ferrier
Chair
New Zealand Trade and Enterprise
WELLINGTON 6011

Tēnā rā koe Mr Ferrier

Deed of Settlement between the Crown and Whakatōhea: Letter of Introduction

On [date], the Crown signed a Deed of Settlement with Whakatōhea, an iwi in the Eastern Bay of Plenty, to settle their historical Treaty of Waitangi claims. The Whakatōhea Claims Settlement Act [year] was passed to implement the settlement and settlement date is on [date].

The Deed of Settlement is comprised of cultural and commercial redress to remedy historical grievances Whakatōhea have suffered due to Crown breaches of the Treaty of Waitangi. Cultural redress includes mechanisms to develop and/or enhance relationships between Whakatōhea and entities involved in the wellbeing of the Whakatōhea people. Please find enclosed a summary of the Deed of Settlement for your information.

During negotiations with the Crown, Whakatōhea expressed an interest in working with New Zealand Trade and Enterprise (NZTE) on matters of mutual interest. In response, the Crown agreed to write a letter of introduction encouraging a co-operative relationship between Whakatōhea and NZTE. Accordingly, I am writing to introduce NZTE to the [Whakatōhea PSGE] and suggest NZTE contact [Whakatōhea PSGE] to explore how best to engage on areas of mutual interest.

Whakatōhea

A map outlining the Whakatōhea area of interest and a summary of the historical background to the Whakatōhea claims are included in the enclosed summary of the Deed of Settlement.

The Whakatōhea Transformation Framework outlines core components that contribute towards wellbeing for their Iwi and has been used to guide their engagement with crown agencies.

**Whakatōhea Transformation Framework
Towards Wellbeing**



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7.5: LETTER OF INTRODUCTION – NEW ZEALAND TRADE AND ENTERPRISE

Relationship with New Zealand Trade and Enterprise

Whakatōhea have expressed their desire to work with NZTE towards an effective and ongoing relationship. As a first step, Whakatōhea are interested in engaging with NZTE on the following matters:

- explaining Whakatōhea economic development priorities and aspirations to NZTE;
- understanding NZTE's value proposition and how it assists New Zealand businesses (particularly exporters) to succeed;
- discussing the points in the Whakatōhea journey at which NZTE will be able to add the most value and how NZTE may be able to help now;
- discussing the roles of other Government agencies in the economic development ecosystem and other potential sources of assistance for Whakatōhea; and
- discussing other opportunities for collaboration and mutually beneficial opportunities.

Whakatōhea are currently working towards becoming export ready. It is understood that the relationship between Whakatōhea and NZTE may grow and change as this journey progresses. The form of this relationship may also evolve over time, on the agreement of both parties.

The [CE, Chair...] of the [Whakatōhea PSGE] is [NAME]. The contact details for the Whakatōhea [PSGE] are:

[

Address

]

The Office for Māori-Crown Relations – Te Arawhiti is available to support NZTE in developing its relationship with Whakatōhea. If you have any questions please contact [Name] at [email].

Naku noa, nā

[Name]

Chief Executive

The Office for Māori Crown Relations – Te Arawhiti

CC: [name], [title] – [Whakatōhea PSGE]: [email address]

7.6 LETTER OF INTRODUCTION – AUCKLAND WAR MEMORIAL MUSEUM

7.6: LETTER OF INTRODUCTION – AUCKLAND WAR MEMORIAL MUSEUM

Dr. David Gaimster
Chief Executive
Auckland War Memorial Museum - Tāmaki Paenga Hira
AUCKLAND 1010

Tēnā rā koe Dr. Gaimster

Deed of Settlement between the Crown and Whakatōhea: Letter of Introduction

On [date], the Crown signed a Deed of Settlement with Whakatōhea, an iwi in the Eastern Bay of Plenty, to settle their historical Treaty of Waitangi claims. The Whakatōhea Claims Settlement Act [year] was passed to implement the settlement and settlement date is on [date].

The Deed of Settlement is comprised of cultural and commercial redress to remedy historical grievances Whakatōhea have suffered due to Crown breaches of the Treaty of Waitangi. Cultural redress includes mechanisms to develop and/or enhance relationships between Whakatōhea and entities involved in the wellbeing of the Whakatōhea people. Please find enclosed a summary of the Deed of Settlement for your information.

During negotiations with the Crown, Whakatōhea expressed an interest in working with the Auckland War Memorial Museum (**Auckland Museum**) on matters of mutual interest.

In the Deed of Settlement, the Crown agreed to write a letter of introduction encouraging a co-operative relationship between Whakatōhea and Auckland Museum. Accordingly, I am writing to introduce Auckland Museum to the [Whakatōhea PSGE] and suggest Auckland Museum contact [Whakatōhea PSGE] to explore how best to engage on areas of mutual interest.

Whakatōhea

A map outlining the Whakatōhea area of interest and a summary of the historical background to the Whakatōhea claims are included in the enclosed summary of the Deed of Settlement.

The Whakatōhea Transformation Framework outlines core components that contribute towards wellbeing for their Iwi and has been used to guide their engagement with crown agencies.

7.6: LETTER OF INTRODUCTION – AUCKLAND WAR MEMORIAL MUSEUM

Whakatōhea Transformation Framework Towards Wellbeing



Relationship with Auckland War Memorial Museum

Whakatōhea have expressed their desire to work with Auckland Museum towards an effective and ongoing relationship. Specifically, Whakatōhea are interested in engaging with Auckland Museum on the following matters:

- understand the nature and extent of Whakatōhea taonga held by the Auckland Museum;
- engage in discussions about appropriate attribution and care of Whakatōhea taonga that Auckland Museum holds in their collections;
- explore the use of traditional knowledge and biocultural labels at Auckland Museum;
- create opportunities for collaborative activities, outreach, and research; and
- explore opportunities for Whakatōhea to engage with the Taumata-ā-Iwi committee.

The [CE, Chair...] of the [Whakatōhea PSGE] is [NAME]. The contact details for the [Whakatōhea PSGE] are:

[
Address
]

The Office for Māori-Crown Relations – Te Arawhiti is available to support Auckland Museum in developing its relationship with Whakatōhea. If you have any questions please contact [insert contact] at [email].

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

7.6: LETTER OF INTRODUCTION – AUCKLAND WAR MEMORIAL MUSEUM

Naku noa, nā

Lil Anderson
Chief Executive
The Office for Māori Crown Relations – Te Arawhiti

CC: [name], [title] – [Whakatōhea PSGE]: [email address]



8. RFR DEED OVER QUOTA

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8. RFR DEED OVER QUOTA

DEED GRANTING A RIGHT OF FIRST REFUSAL OVER QUOTA

BETWEEN

Te Tāwharau o Te Whakatōhea (the **Governance Entity**).

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Oceans and Fisheries (the **Crown**).

BACKGROUND

- A. Whakatōhea and the Crown are parties to a deed of settlement to settle the Historical Claims of Whakatōhea dated [date of the Deed of Settlement] (the **Deed of Settlement**).
- B. The Crown agreed under the Deed of Settlement that (if the Deed of Settlement became unconditional) the Crown would, by or on the Settlement Date under that Deed, provide the Governance Entity with a deed in this form granting the Governance Entity a right of first refusal over certain Quota.
- C. The Deed of Settlement has become unconditional and this Deed is entered into:
 - by the Crown in satisfaction of its obligations referred to in clause [x] of the Deed of Settlement; and
 - by the Governance Entity in satisfaction of its obligations under clause [x] of the Deed of Settlement.

IT IS AGREED as follows:

1. THIS DEED APPLIES IF THE MINISTER SETS A TACC OF A CERTAIN KIND

1.1 This Deed applies only if, during the period of 50 years from the Settlement Date:

- 1.1.1 the Minister of Oceans and Fisheries declares, under the Fisheries Legislation, a species to be subject to the Quota Management System; and
- 1.1.2 the Governance Entity nominates that species as an 'applicable species', meaning one to which they wish to have a right of first refusal (**RFR**); and
- 1.1.3 the Minister of Oceans and Fisheries sets, under the Fisheries Legislation, a Total Allowable Commercial Catch (a **TACC**) for that Applicable Species for a Quota Management Area that includes some or all of the coastline of the RFR Area (an **Applicable TACC**).

2. THIS DEED APPLIES ONLY TO QUOTA ALLOCATED TO THE CROWN UNDER AN APPLICABLE TACC

2.1 This Deed applies only to Quota (Applicable Quota) that:

- 2.1.1 relates to an Applicable TACC; and
- 2.1.2 has been allocated to the Crown as either:

**TE MĀKEOTANGA – DEED OF SETTLEMENT
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8. RFR DEED OVER QUOTA

- (a) Individual Transferable Quota (and not as Provisional Individual Transferable Quota) under section 49(1) of the Fisheries Act 1996; or
- (b) Provisional Individual Transferable Quota that has become Individual Transferable Quota under section 49(3) of the Fisheries Act 1996.

3. THE CROWN MUST OFFER MINIMUM AMOUNT OF APPLICABLE QUOTA TO THE GOVERNANCE ENTITY

- 3.1 Before the Crown sells any Applicable Quota relating to an Applicable TACC, the Crown must offer (in accordance with clause 5) the Governance Entity the right to purchase the Required Minimum Amount or more of the Applicable Quota relating to that Applicable TACC calculated in accordance with clause 4.1 or clause 4.2 (whichever is applicable).

4. CALCULATION OF REQUIRED MINIMUM AMOUNT OF APPLICABLE QUOTA TO BE OFFERED

4.1 Where:

- 4.1.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and

- 4.1.2 no person was eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

$$x = \left[\frac{2}{5} \times \frac{A}{B} \times C \right]$$

4.2 Where:

- 4.2.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and

- 4.2.2 a person, or persons, were eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

$$x = \text{the lesser of } \left[\frac{2}{5} \times \frac{A}{B} \times C \right] \text{ or } \left[\frac{A}{B} \times D \right]$$

4.3 For the purposes of this clause:

"A" is the length of coastline of the RFR Area that is within the coastline of the relevant Quota Management Area;

"B" is the length of coastline of the relevant Quota Management Area;

"C" is the total amount of Quota relating to the relevant Applicable TACC;

**TE MĀKEOTANGA – DEED OF SETTLEMENT
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8. RFR DEED OVER QUOTA

"D" is the amount of Applicable Quota held by the Crown in relation to the relevant Applicable TACC; and

"x" is the Required Minimum Amount of Applicable Quota.

4.4 For the purposes of this clause:

4.4.1 the length of coastline of the RFR Area, and of the relevant Quota Management Area, will be determined by the Crown and by such method as the Crown considers appropriate; and

4.4.2 In particular, but without limiting the Crown's ability to use a different method, the Crown may determine that the length of coastline of the RFR Area means the distance (being determined by the Crown) between Fisheries Point [iwi's coastal longitude and latitude coordinates to be inserted] (such Fisheries Points being approximately marked on the map of the RFR Area in Schedule 1.

5. CROWN MUST GIVE NOTICE BEFORE SELLING APPLICABLE QUOTA

Crown must give RFR Notice

5.1 Before the Crown Sells any Applicable Quota, the Crown must give a written notice (an RFR Notice) to the Governance Entity which offers to sell not less than the Required Minimum Amount of that Applicable Quota to the Governance Entity at the price and on the terms and conditions set out in the RFR Notice. Crown may withdraw RFR Notice.

5.2 The Crown may withdraw an RFR Notice at any time before the Governance Entity accepts the offer in that RFR Notice under clause 6.

Effect of withdrawing RFR Notice

5.3 If the Crown withdraws an RFR Notice, clause 3 still applies to the Applicable Quota referred to in that RFR Notice.

Crown has no obligation in relation to balance of Applicable Quota

5.4 Where the Crown has given, in accordance with clause 5.1, an RFR Notice in relation to Applicable Quota relating to an Applicable TACC, the Crown has no obligations under this Deed in relation to the balance of the Applicable Quota (if any) not referred to in that RFR Notice that also relate to that Applicable TACC.

6. ACCEPTANCE OF RFR NOTICE BY THE GOVERNANCE ENTITY

6.1 A contract for the Sale of the Applicable Quota referred to in an RFR Notice (or a lesser amount referred to in the acceptance) is constituted between the Crown and the Governance Entity, at the price and on the terms and conditions set out in the RFR Notice, if the Governance Entity accepts the offer in that RFR Notice (or accepts a lesser amount) of Applicable Quota:

6.1.1 by notice in writing to the Crown; and

6.1.2 by the relevant Expiry Date.

8. RFR DEED OVER QUOTA

7. NON-ACCEPTANCE BY THE GOVERNANCE ENTITY

7.1 If:

7.1.1 the Crown gives the Governance Entity an RFR Notice; and

7.1.2 the Governance Entity does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date,

the Crown:

7.1.3 may, at any time during the period of two years from the Expiry Date, Sell any of the Applicable Quota referred to in that RFR Notice that is not accepted by the Governance Entity if the price per Quota Share, and the other terms and conditions of the Sale, are not more favourable to the purchaser than the price per Quota Share, and the other terms and conditions, set out in the RFR Notice to the Governance Entity; but

7.1.4 must, promptly after entering into an agreement to Sell any Applicable Quota referred to in the RFR Notice to a purchaser, give written notice to the Governance Entity of that fact and disclose the terms of that agreement; and

7.1.5 must not Sell any of that Applicable Quota referred to in the RFR Notice after the end of the two year period after the Expiry Date without first offering to Sell that Applicable Quota to the Governance Entity in an RFR Notice under clause 5.1.

8. RE-OFFER REQUIRED

8.1 If:

8.1.1 the Crown gives the Governance Entity an RFR Notice; and

8.1.2 the Governance Entity does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date; and

8.1.3 the Crown during the period of two years from the Expiry Date proposes to offer any of those Applicable Quota not accepted by the Governance Entity for Sale again but at a price (per Quota Share), or on other terms and conditions, more favourable to the purchaser than on the terms and conditions in the RFR Notice,

the Crown may do so only if it first offers that Applicable Quota for Sale on those more favourable terms and conditions to the Governance Entity in another RFR Notice under clause 5.1.

9. EFFECT OF THIS DEED

9.1 Nothing in this Deed will require the Crown to:

9.1.1 purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996;

9.1.2 introduce any of the Applicable Species into the Quota Management System;
or

**TE MĀKEOTANGA – DEED OF SETTLEMENT
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8. RFR DEED OVER QUOTA

9.1.3 offer for sale any Applicable Quota held by the Crown.

9.2 The Governance Entity acknowledges that the introduction of any of the Applicable Species into a Quota Management System may not result in any, or any significant, holdings by the Crown of Applicable Quota for that species.

9.3 Nothing in this Deed affects, or limits, and the rights and obligations created by this Deed are subject to:

9.3.1 any requirement at common law or under legislation that:

- (a) must be complied with before any Applicable Quota is sold to the Governance Entity; or
- (b) the Crown must Sell the Applicable Quota to a third party; and

9.3.2 any legal requirement that:

- (a) prevents or limits the Crown's ability to Sell the Applicable Quota to the Governance Entity; and
- (b) the Crown cannot satisfy after taking reasonable steps to do so (and, to avoid doubt, reasonable steps do not include changing the law).

10. THIS DEED DOES NOT APPLY IN CERTAIN CASES

10.1 Neither clause 3 nor clause 5.1 apply if the Crown is Selling Applicable Quota to the Governance Entity.

11. TIME LIMITS

11.1 Time is of the essence for the time limits imposed on the Crown and the Governance Entity under this Deed.

11.2 The Crown and the Governance Entity may agree in writing to an extension of a time limit.

12. ENDING OF RIGHT OF FIRST REFUSAL

RFR ends on Sale which complies with this Deed

12.1 The obligations of the Crown set out in this Deed end in respect of any Applicable Quota on a transfer of the Applicable Quota in accordance with this Deed.

RFR ends after 50 years

12.2 The obligations of the Crown set out in this Deed end 50 years after the Settlement Date.

13. NOTICES

13.1 The provisions of this clause apply to Notices under this Deed:

8. RFR DEED OVER QUOTA

Notices to be signed

13.1.1 the Party giving a Notice must sign it;

Notice to be in writing

13.1.2 any Notice to a Party must be in writing addressed to that Party at that Party's postal address, email address or facsimile number;

Addresses for notice

13.1.3 until any other address or facsimile number of a Party is given by Notice to the other Party, they are as follows:

The Crown:

Governance Entity:

The Director-General

Te Tāwharau o Te Whakatōhea

Ministry for Primary Industries

*[Insert the address of the
Governance Entity]*

Charles Fergusson Building

34-38 Bowen Street, Pipitea

PO Box 2526

Wellington 6140

Facsimile: 64 4 894 0720

Email: info@mpi.govt.nz

Delivery

13.1.4 delivery of a Notice may be made:

- (a) by hand;
- (b) by email;
- (c) by post with prepaid postage; or
- (d) by facsimile;

Timing of delivery

13.1.5 a Notice:

- (a) delivered by hand will be treated as having been received at the time of delivery;
- (b) delivered by prepaid post will be treated as having been received on the third day after posting; or

**TE MĀKEOTANGA – DEED OF SETTLEMENT
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8. RFR DEED OVER QUOTA

- (c) sent by facsimile will be treated as having been received on the day of transmission; and

Deemed date of delivery

- 13.1.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 13.1.5) be treated as having been received the next Business Day.

14. AMENDMENT

- 14.1 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, the Governance Entity and the Crown.

15. NO ASSIGNMENT

- 15.1 The Governance Entity may not assign its rights or obligations under this Deed.

16. DEFINITIONS AND INTERPRETATION

Definitions

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

Applicable Quota means Quota of the kind referred to in clause 2;

Applicable Species means a species which the Governance Entity nominates as one to which they wish to have a right of first refusal (RFR), under circumstances set out in clause 1;

Applicable TACC has the meaning given to that term by clause 1.1.2;

Business Day means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Matariki, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year, and ending with the clause of 15 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Bay of Plenty;

Crown has the meaning given to that term by section 2(1) of the Public Finance Act 1989;

Deed means this Deed giving a right of first refusal over Applicable Quota;

Deed of Settlement has the meaning given by clause A of the Background to this Deed;

Expiry Date, in respect of an RFR Notice, means the date one calendar month after the RFR Notice is received by the Governance Entity;

Fisheries Legislation means the Fisheries Act 1983 and the Fisheries Act 1996;

8. RFR DEED OVER QUOTA

Individual Transferable Quota has the same meaning as in section 2(1) of the Fisheries Act 1996;

Minister of Oceans and Fisheries means the Minister of the Crown who is for the time being responsible for the administration of the Fisheries Legislation;

Party means the Governance Entity or the Crown;

Provisional Individual Transferable Quota has the same meaning as under section 2(1) of the Fisheries Act 1996;

Quota means quota under the Fisheries Legislation in relation to an Applicable Species (being a species referred to in clause 1);

Quota Management Area means any area declared by or under the Fisheries Legislation to be a quota management area;

Quota Management System means a quota management system established under Part IV of the Fisheries Act 1996;

Quota Share has the same meaning as in the Fisheries Act 1996;

Required Minimum Amount, in relation to Applicable Quota, means an amount of that Applicable Quota calculated under clause 4.1 or clause 4.2 (whichever is applicable);

RFR Notice and **Notice** means a notice under clause 5.1;

Sell means to transfer ownership of Quota for valuable consideration and **Sale** has a corresponding meaning, but neither term includes the transfer by the Crown of Quota under section 22 of the Fisheries Act 1996;

Settlement Date means the date which is 20 Business Days after the Deed of Settlement becomes unconditional;

RFR Area means the area identified in the map included in schedule 1; and

Total Allowable Commercial Catch or **TACC** means a total allowable commercial catch for a species under section 20 of the Fisheries Act 1996.

16.2 Terms or expressions that are not defined in this Deed, but are defined in the Deed of Settlement, have the meaning given to them by the Deed of Settlement unless the context requires otherwise.

Interpretation

16.3 In the interpretation of this Deed, unless the context requires otherwise:

- 16.3.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- 16.3.2 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;

8. RFR DEED OVER QUOTA

- 16.3.3 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- 16.3.4 the singular includes the plural and vice versa;
- 16.3.5 words importing one gender include the other genders;
- 16.3.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;
- 16.3.7 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
- 16.3.8 a reference to a schedule is a schedule to this Deed;
- 16.3.9 a reference to a monetary amount is to New Zealand currency;
- 16.3.10 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 16.3.11 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 16.3.12 a reference to a date on which something must be done includes any other date which may be agreed in writing between the Governance Entity and the Crown;
- 16.3.13 where the day on or by which anything to be done is not a Business Day, that thing must be done on or by the next Business Day after that day; and
- 16.3.14 a reference to time is to New Zealand time.

TE MĀKEOTANGA – DEED OF SETTLEMENT
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8. RFR DEED OVER QUOTA

SIGNED as a Deed on *[Insert date]*

SIGNED by *[Name of trustee]* as a *[trustee of the governance entity]*, in the presence of:

[Name of trustee]

Signature of Witness:

Name:

Occupation:

Address

SIGNED by *[Name of trustee]* as a *[trustee of the governance entity]*, in the presence of:

[Name of trustee]

Signature of Witness:

Name:

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

8. RFR DEED OVER QUOTA

Occupation:

Address

dk

KH

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

8. RFR DEED OVER QUOTA

SIGNED by *[Name of trustee]* as a *[trustee of the governance entity]*, in the presence of:

[Name of trustee]

Signature of Witness:

Name:

Occupation:

Address

SIGNED for and on behalf of
HER MAJESTY THE QUEEN in right of
New Zealand by the Minister of Oceans and
Fisheries,
in the presence of:

The Hon *[Name of Minister]*

Signature of Witness:

Name:

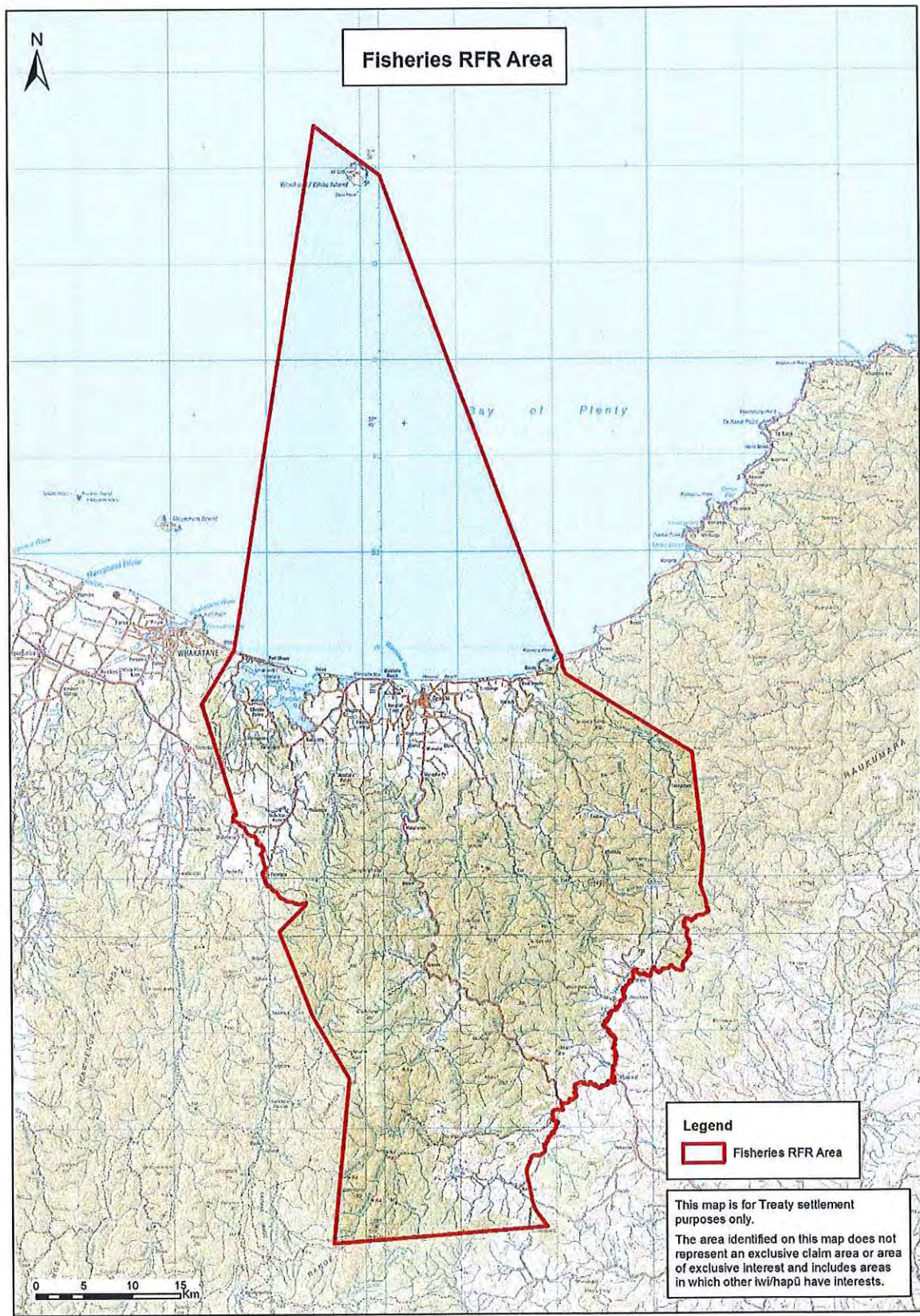
Occupation:

Address

TE MĀKEOTANGA – DEED OF SETTLEMENT
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8. RFR DEED OVER QUOTA

SCHEDULE 1 – MAP OF RFR AREA



0/2

9. ENCUMBRANCES

9.1 PAKIHIKURA PROPERTY RIGHT TO DRAIN SEWAGE EASEMENT IN GROSS

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.1: PAKIHIKURA PROPERTY RIGHT TO DRAIN SEWAGE EASEMENT IN GROSS

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Land registration district

Gisborne

[BARCODE]

Grantor

[Insert names of the Trustees of XXX Trust]

Grantee

Ōpōtiki District Council

Grant of Easement or *Profit à prendre*

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

Dated this day of 20

Attestation

Signed for and on behalf of the Ōpōtiki District Council
by its [attorney / authorised signatory] by:

Print name:
Position:

Signature of Grantee

Signed in my presence by the Grantee

Signature of witness
Witness Name
Occupation
Address

See Annexure schedule for Grantor execution

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.¹

Certified by [Practitioner for Grantee] or [Grantee]

¹ See Regulation 14(3) Land Transfer Regulations 2018.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.1: PAKIHIKURA PROPERTY RIGHT TO DRAIN SEWAGE EASEMENT IN GROSS

Easement Instrument

Dated

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Schedule A

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to drain sewage	[The red pecked line on deed plan OMCR-087-18 (the easement area will be generally 8 metres wide). Subject to Survey.] Easement Area	[Section 1 SO [xxx] (formerly Section 42 and Part Section 43 Opotiki Suburban)]	In gross

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **varied** and **added** to by the provisions set out in the Annexure Schedule

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

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.1: PAKIHIKURA PROPERTY RIGHT TO DRAIN SEWAGE EASEMENT IN GROSS

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ANNEXURE SCHEDULE

EASEMENT RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND CONDITIONS)

1. OPERATIVE CLAUSE

- 1.1 Pursuant to section [x] of the Whakatōhea Claims Settlement Act [20xx], the Grantor grants to the Grantee as an easement in gross in perpetuity the right to drain, discharge, and convey sewage and other waste material and waste in any quantity through the easement facility over the Easement Area.
- 1.2 The easement facility for the right to drain sewage is the existing sewage pipe owned by the Grantee within the Easement Area (and includes any sewage pipe that is installed in replacement of the existing sewage pipe pursuant to clause 1.4).
- 1.3 The easement facility will at all times be and remain the property of the Grantee.
- 1.4 The right to drain sewage includes the right to place, inspect, dig up, maintain, operate, extend, enlarge, construct, repair, upgrade, alter, renew and replace the easement facility.

2. GRANTOR OBLIGATIONS

- 2.1 The Grantor will not:

- (a) plant vegetation or permit vegetation to grow;
- (b) excavate or dig below ground level;
- (c) build or erect any structure or improvement (including fences); or
- (d) drive any vehicle,

on or over the Easement Area, where such action could block, damage, or interfere with the easement facility, without obtaining the prior written consent of the Grantee.

3. REPAIR, MAINTENANCE AND COSTS

- 3.1 The Grantee will, at its cost, keep the easement facility in good order and repair and prevent it from becoming a danger or nuisance, including meeting any associated requirements of the relevant local authority.
- 3.2 Any repair or maintenance of the easement facility that is attributable solely to an act or omission by the Grantor or Grantee must be promptly carried out by that party, at their sole cost.
- 3.3 However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the Grantor or Grantee, –
- (a) that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
 - (b) the balance of those costs is payable in accordance with clause 3.1.

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

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.1: PAKIHIKURA PROPERTY RIGHT TO DRAIN SEWAGE EASEMENT IN GROSS

Easement Instrument

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4. COMPLIANCE WITH LEGISLATION

4.1 The Grantee will:

- (a) comply with all relevant legislation, regulations and bylaws affecting the Burdened Land and the Grantee's use of it (including the Health and Safety at Work Act 2015);
- (b) work with the Grantor to consult, co-operate and co-ordinate activities in order to meet each party's respective health and safety obligations under applicable legislation, regulations and this easement instrument;
- (c) not cause or allow any act that would cause nuisance or annoyance to the Grantor or any neighbours, or cause contamination of the Burdened Land; and
- (d) at its cost, obtain and comply with any required resource consents, permits, and other planning approvals required for its use of the Burdened Land.

5. INDEMNITY

5.1 The Grantee shall, to the extent permitted by law, indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this easement instrument.

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

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.1: PAKIHIKURA PROPERTY RIGHT TO DRAIN SEWAGE EASEMENT IN GROSS

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ADDRESSES FOR SERVICE

1. GRANTOR'S ADDRESS:

[enter address]

2. GRANTEE'S ADDRESS:

[enter address]

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

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.1: PAKIHIKURA PROPERTY RIGHT TO DRAIN SEWAGE EASEMENT IN GROSS

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CONTINUATION OF "ATTESTATION"

Signed by the following trustees of
[Insert] Trust as Grantor:

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

In the presence of:

Witness Name
Occupation
Address

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

9.2 TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.2: TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Land registration district

Gisborne

Grantor

[Trustees of Whakatōhea Post Settlement Governance Entity]

Grantee

Surname(s) must be underlined.

HER MAJESTY THE QUEEN

Grant* of easement or *profit à prendre*

The Grantor, being the registered proprietor of the burdened land set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A.

Dated this ** day of ** 20[]

Schedule A

Continue in additional Annexure Schedule if required.

Purpose (nature and extent) of easement, <i>profit(s) à prendre</i>	Shown (plan reference)	Burdened land (Record of title)	Benefited land (Record of title or in gross)
Right of Way	[A on SO 560014 The red pecked line on deed plan OMCR-087-24, subject to survey approval.]	[Section 1 on SO 560014]	In gross

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

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

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule Five of the Property Law Act 2007.

The implied rights and powers are hereby **varied/negated/and added to** or **substituted** by:

The provisions set out in the Annexure Schedule.

Dated this day of 20

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.2: TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Attestation

Signed for and on behalf of [
]as Grantor by

Name

In the presence of:

Name:

Occupation:

Address:

Signed for and on behalf of **HER
MAJESTY THE QUEEN** as Grantee under
delegated authority

by

[Group Manager Crown Property]

In the presence of:

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.

[Solicitor for] the Grantee

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.2: TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Annexure Schedule

Insert type of Instrument

Easement

Dated:

of

Pages

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In this Easement Instrument, unless the context otherwise requires:

"Easement Area" means the area shown as Right of Way in Schedule A;

"Grantee" means Her Majesty the Queen in right of New Zealand acting by and through the Minister for Land Information and includes the agents, employees, contractors, workmen, licensees and invitees of the Minister but does not include members of the general public;

"Grantees Land" means the land described as Section [2] SO [560014];

"Grantor's Land" means the burdened land described in Schedule A, and includes any part thereof;

1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;
- 1.2.2 references to clauses and the Schedule are to the clauses and the schedules of this Easement Instrument;
- 1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

dk *AK*

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.2: TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Annexure Schedule

Insert type of Instrument

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2 GRANT OF ACCESS RIGHTS

- 2.1 The Grantor hereby grants to the Grantee a right of way over that part of the Grantor's Land comprising 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 Instrument.
- 2.2 The covenants implied by section 297(1) of the Property Law Act 2007 do not apply to this Easement Instrument.
- 2.3 In consideration of the Grantor agreeing to enter into this Instrument, the Grantee shall duly observe the obligations imposed on it under this Instrument.
- 2.4 The Grantor and the Grantee agree that the purpose of this easement instrument is to enable the Grantee to ensure that access is gained to the Grantee's land for the purposes of remediation of the existing and decommissioned settling ponds located on the Grantee's land.

3. OBLIGATIONS OF THE GRANTEE

- 3.1 The Grantee shall when passing or repassing over the Grantor's Land wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads.
- 3.2 The Grantee shall be responsible for the construction of and the cost of maintenance of any of the road located on the Grantor's Land within the easement area.
- 3.3 The Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.2: TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Annexure Schedule

Insert type of Instrument

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- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the Land Transport Safety Authority and must be removed when the operation has been completed.
- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land, other than to ensure the health and safety of the user within the Easement Area.
- 3.6 Subject to clauses 3.10 and 3.11, in the event that the Grantor's road or track located within the Easement Area is not of sufficient standard for the use to be made of the road or track by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road or construction of a road under clauses 3.2, 3.4 and 3.6, the Grantee shall not:
- 3.7.1 alter the location of the road; or
 - 3.7.2 alter the way in which the run-off from the road is disposed of; or
 - 3.7.3 park or store equipment or material on the Grantor's Land,
- without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed, other than those works contemplated in clauses 3.2, 3.4 and 3.6 located within the Easement Area.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.2: TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Annexure Schedule

Insert type of Instrument

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- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any vegetation on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor, except where required to enable the construction of or widening of the road or track on the Easement Area and necessary to provide the required access across the Easement Area.
- 3.10 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.
- 3.11 In accordance with section 34 of the Health and Safety at Work Act 2015, the Grantee shall, so far as is reasonably practicable, consult, cooperate with, and coordinate activities with:
- 3.11.1 the Grantor; and
- 3.11.2 other persons conducting a business or undertaking (as defined in section 17 of the Health and Safety at Work Act 2015) who are accessing any part of the Grantor's Land
- in order to ensure that at all times, each of the parties referred to is complying with its duties under the Health and Safety at Work Act 2015 and promulgated regulations.
- 3.12 The Grantee shall comply with its duties in respect of the Health and Safety at Work Act 2015 and regulations and shall ensure, so far as is reasonably practicable, its own health and safety and that of its workers and any person who enters on any part of the Grantor's Land at the request of the Grantee.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

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**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.2: TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

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- 3.13 The Grantee shall, so far as is reasonably practicable, ensure the safety of other persons is not put at risk from work carried out by the Grantee on the Grantor's Land.
- 3.14 The Grantee shall comply with any reasonable instructions from the Grantor regarding the elimination or isolation of hazards and risks and/or the health and safety of persons on the Grantor's Land.
- 3.15 Clauses 3.11 to 3.14 do not limit clause 3.10 and apply to the exercise of rights and compliance with obligations under this Easement Instrument.

4 GRANTOR'S RIGHTS

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width of the stipulated area in Annexure A for passage, PROVIDED THAT the Grantor shall furnish keys to any locks fitted to any of the said gates, to the Grantee, without undue delay.

5 COSTS

The Grantee and the Grantor shall each be liable for their own costs including legal costs or expenses, incurred arising from or incidental to the preparation, registration and enforcement of any provision in this Instrument.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

 
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**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.2: TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

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6 ASSIGNMENT

6.1 The Grantee may assign its rights and obligations under this Easement Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Easement Instrument as the means of providing reasonable access to land:

6.1.1 any Crown entity as defined in Section 2 (1) of the Public Finance Act 1989;

6.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

6.1.3 any person who holds the land in trust for the Grantee; or

6.1.4 any other person with the prior consent of the Grantor, which shall not be unreasonable withheld.

6.2 As from the date of assignment the Grantee shall cease to have any liability whatsoever in respect of this Easement Instrument and the Grantor agrees to release the Grantee from all obligations under this Easement Instrument from that date, but only if the assignee enters into a deed of covenant with the Grantor agreeing to be bound by the terms of this Easement Instrument from the date of release of the Grantee.

7 DELEGATION

All rights, benefits, and obligations of a party to this Instrument arising under this Instrument may be exercised by a person duly appointed by that party PROVIDED THAT the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

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**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.2: TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Annexure Schedule

Insert type of Instrument

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8 NOTICES

- 8.1 Any notice to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

8.1.1 the Grantor's address as set out in paragraph 1 of Schedule B;

8.1.2 the Grantee's address as set out in paragraph 2 of Schedule B.

- 8.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

9 SEVERABILITY

If any part of this Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Instrument which shall remain in full force.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.2: TE PAPA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

SCHEDULE B

1 GRANTOR'S ADDRESS:

[]

2 GRANTEE'S ADDRESS:

Land Information New Zealand

Level 7, Radio New Zealand House

155 The Terrace

P.O. Box 5501

Wellington 6145

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

dm *KSA*

**9.3 TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – LAND SWAP**

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.3: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF CAMPGROUND
– LAND SWAP

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Land registration district

Gisborne

[BARCODE]

Grantor

[Insert names of the Trustees of XXX Trust]

Grantee

[Munro Family Holdings Limited]

Grant of Easement or *Profit à prendre*

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

Dated this day of 20

Attestation

Signature of Director

Signature of Director

Signed in my presence by the Grantee

Signature of witness

Witness Name

Occupation

Address

See annexure schedule

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.¹

Certified by [Practitioner for Grantee] or [Grantee]

¹See Regulation 14(3) Land Transfer Regulations 2018.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.3: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – LAND SWAP**

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Schedule A

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	[As shown marked G, H, I, and J on the aerial plan. (Subject to survey)] Easement Area	[Section 1 SO XX]	[Lot 2 DP 314780]

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **added** to by the provisions set out in the Annexure Schedule

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



**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.3: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – LAND SWAP**

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ANNEXURE SCHEDULE

EASEMENT RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND CONDITIONS)

1 OPERATIVE CLAUSE

- 1.1 Pursuant to section [x] of the Whakatōhea Claims Settlement Act [20xx], the Grantor transfers and grants to the Grantee a right of way at all times to go over and along the easement facility.
- 1.2 The easement facility for the right of way means the existing road and/or surface of the Easement Area, and includes any replacement road and any signage installed pursuant to clause 1.4.
- 1.3 The easement facility will at all times be and remain the property of the Grantor.
- 1.4 The right of way includes the right to:
- 1.4.1 repair, maintain, alter, improve, renew the Easement Facility; and
 - 1.4.2 install safety and directional signage on the Easement Area appropriate for road use.
- 1.5 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.
- 1.6 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

2 REPAIR, MAINTENANCE AND COSTS

- 2.1 The Grantee will, at its cost, keep the easement facility in good order and repair and prevent it from becoming a danger or nuisance, including meeting any associated requirements of the relevant local authority.
- 2.2 Any repair or maintenance of the easement facility that is attributable solely to an act or omission by the Grantor or Grantee must be promptly carried out by that party, at their sole cost.
- 2.3 However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the Grantor or Grantee, –
- 2.3.1 that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
 - 2.3.2 the balance of those costs is payable in accordance with clause 2.1.

3 COMPLIANCE WITH LEGISLATION

- 3.1 The Grantee will:
- (a) comply with all relevant legislation, regulations and bylaws affecting the burdened land and the Grantee's use of it (including the Health and Safety at Work Act 2015);

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

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.3: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – LAND SWAP**

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- (b) work with the Grantor to consult, co-operate and co-ordinate activities in order to meet each party's respective health and safety obligations under applicable legislation, regulations and this easement instrument;
- (c) not cause or allow any act that would cause nuisance or annoyance to the Grantor or any neighbours, or cause contamination of the Burdened Land; and
- (d) at its cost, obtain and comply with any required resource consents, permits, and other planning approvals required for its use of the Burdened Land.

4. INDEMNITY

- 4.1 The Grantee shall, to the extent permitted by law, indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this easement instrument.

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

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TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.3: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – LAND SWAP

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ADDRESSES FOR SERVICE

1. GRANTOR'S ADDRESS:

[enter address]

2. GRANTEE'S ADDRESS:

[enter address]

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

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.3: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – LAND SWAP

Easement Instrument

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CONTINUATION OF "ATTESTATION"

Signed by the following trustees of [Insert] Trust
as Grantor:

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

In the presence of:

Witness Name
Occupation
Address

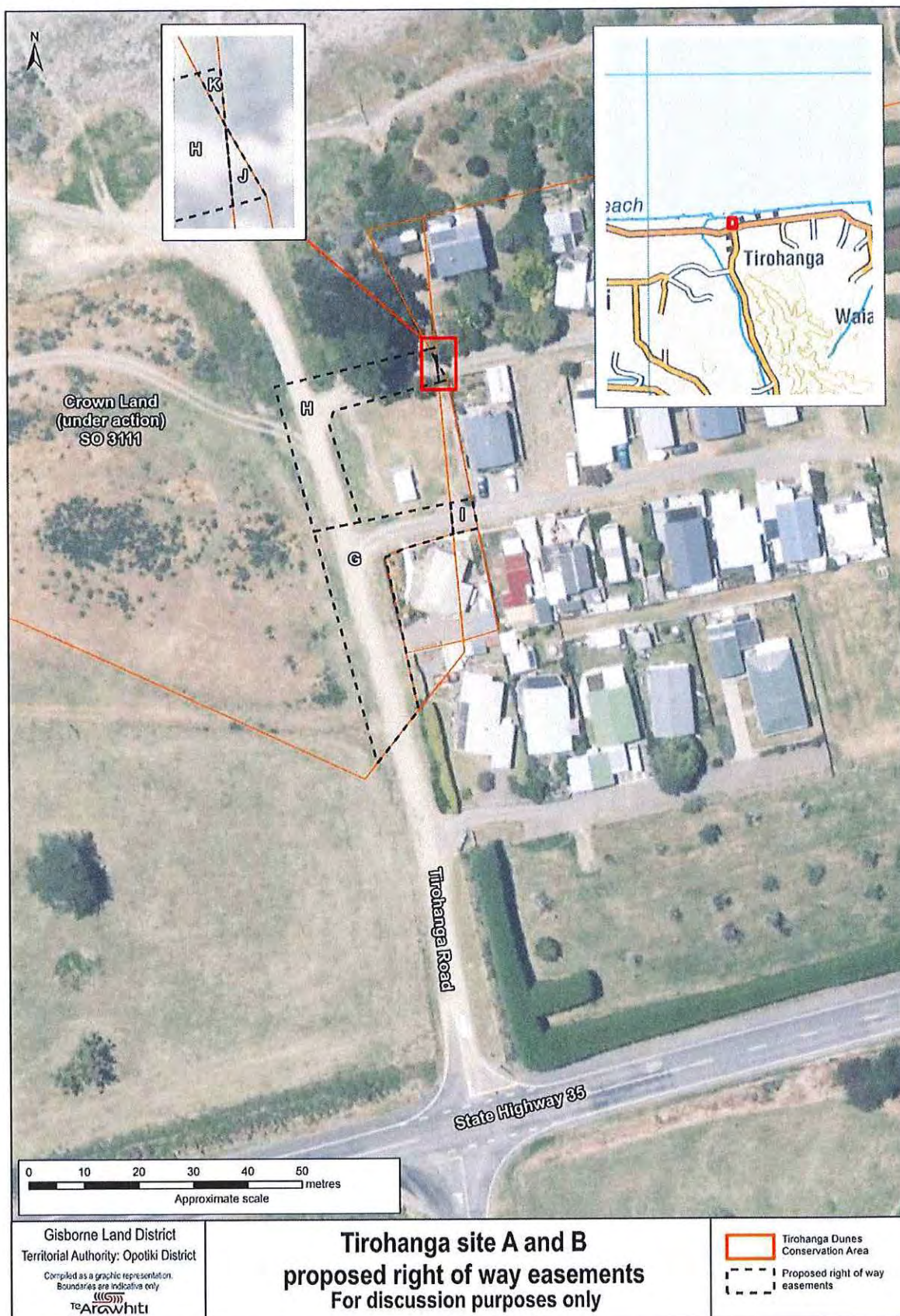
All signing parties and either their witnesses or solicitors must sign or initial this box

dk KSH

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.3: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF CAMPGROUND – LAND SWAP

[AERIAL PLAN: THIS MAP IS FOR DIAGRAMATIC PURPOSES ONLY AND IS NOT TO BE INCLUDED IN
THE DOCUMENT LODGED FOR REGISTRATION WITH LAND INFORMATION NEW ZEALAND]



**9.4 TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – LAND SWAP**

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.4: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – LAND SWAP

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Land registration district

Gisborne

[BARCODE]

Grantor

[Insert names of Trustees of XXX Trust]

Grantee

[Insert names of Trustees of XXX Trust]

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, 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

See annexure schedule

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.¹

Certified by [Practitioner for Grantee] or [Grantee]

¹See Regulation 14(3) Land Transfer Regulations 2018.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.4: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – LAND SWAP**

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Schedule A

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	[As shown marked G and I on the aerial plan. (Subject to survey)] Easement Area	[Section 1 SO XX]	[Section 2 SO XX]

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **varied** and **added** to by the provisions set out in the Annexure Schedule

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

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.4: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – LAND SWAP**

Easement Instrument

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ANNEXURE SCHEDULE

**EASEMENT RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND
CONDITIONS)**

1. OPERATIVE CLAUSE

- 1.1 Pursuant to section [x] of the Whakatōhea Claims Settlement Act [20xx], the Grantor transfers and grants to the Grantee a right of way at all times to go over and along the easement facility.
- 1.2 The easement facility for the right of way means the existing road and/or surface of the Easement Area, and includes any replacement road and any signage installed pursuant to clause 1.4.
- 1.3 The easement facility will at all times be and remain the property of the Grantor.
- 1.4 The right of way includes the right to:
- 1.4.1 repair, maintain, alter, improve, renew the Easement Facility; and
- 1.4.2 install safety and directional signage on the Easement Area appropriate for road use.
- 1.5 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.
- 1.6 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

2. REPAIR, MAINTENANCE AND COSTS

- 2.1 The Grantee will, at its cost, keep the easement facility in good order and repair and prevent it from becoming a danger or nuisance, including meeting any associated requirements of the relevant local authority.
- 2.2 Any repair or maintenance of the easement facility that is attributable solely to an act or omission by the Grantor or Grantee must be promptly carried out by that party, at their sole cost.
- 2.3 However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the Grantor or Grantee, –
- 2.3.1 that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
- 2.3.2 the balance of those costs is payable in accordance with clause 2.1.

3. COMPLIANCE WITH LEGISLATION

- 3.1 The Grantee will:
- (a) comply with all relevant legislation, regulations and bylaws affecting the burdened land and the Grantee's use of it (including the Health and Safety at Work Act 2015);

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

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.4: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – LAND SWAP**

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- (b) work with the Grantor to consult, co-operate and co-ordinate activities in order to meet each party's respective health and safety obligations under applicable legislation, regulations and this easement instrument;
- (c) not cause or allow any act that would cause nuisance or annoyance to the Grantor or any neighbours, or cause contamination of the Burdened Land; and
- (d) at its cost, obtain and comply with any required resource consents, permits, and other planning approvals required for its use of the Burdened Land.

4. INDEMNITY

- 4.1 The Grantee shall, to the extent permitted by law, indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this easement instrument.

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

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.4: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – LAND SWAP**

Easement Instrument

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ADDRESSES FOR SERVICE

1. GRANTOR'S ADDRESS:

[enter address]

2. GRANTEE'S ADDRESS:

[enter address]

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

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.4: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – LAND SWAP

Easement Instrument

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CONTINUATION OF "ATTESTATION"

Signed by the following trustees of [Insert]Trust
as Grantor:

In the presence of:

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

Witness Name

Occupation

Address

[name of trustee]

Signed by the following trustees of [Insert]Trust
as Grantee:

In the presence of:

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

Witness Name

Occupation

Address

[name of trustee]

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

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.4: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF TIROHANGA DUNES
SITE 1 – LAND SWAP

[AERIAL PLAN: THIS MAP IS FOR DIAGRAMATIC PURPOSES ONLY AND IS NOT TO BE INCLUDED IN THE
DOCUMENT LODGED FOR REGISTRATION WITH LAND INFORMATION NEW ZEALAND]



**9.5 TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – NO LAND SWAP**

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

**9.5: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – NO LAND SWAP**

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Land registration district

Gisborne

[BARCODE]

Grantor

[Insert names of the Trustees of XXX Trust]

Grantee

[Munro Family Holdings Limited]

Grant of Easement or *Profit à prendre*

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

Dated this day of 20

Attestation

<div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;"><i>Signature of Director</i></div> <div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;"><i>Signature of Director</i></div>	<p>Signed in my presence by the Grantee</p> <div style="border-bottom: 1px solid black; margin-top: 20px; text-align: center;"><i>Signature of witness</i></div> <p>Witness Name Occupation Address</p>
<p>See annexure schedule</p>	<p>Signed in my presence by the Grantor</p> <div style="border-bottom: 1px solid black; margin-top: 20px; text-align: center;"><i>Signature of witness</i></div> <p>Witness Name Occupation Address</p>

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.¹

Certified by [Practitioner for Grantee] or [Grantee]

¹ See Regulation 14(3) Land Transfer Regulations 2018.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.5: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – NO LAND SWAP**

Easement Instrument Dated Page of pages

Schedule A

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	[As shown marked G, H, and K on the Aerial Plan. (Subject to survey)] Easement Area	[Section 1 SO XX]	[Lot 2 DP 314780]

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **varied** and **added** to by the provisions set out in the Annexure Schedule

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

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.5: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – NO LAND SWAP**

Easement Instrument

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ANNEXURE SCHEDULE

**EASEMENT RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND
CONDITIONS)**

1. OPERATIVE CLAUSE

- 1.1 Pursuant to section [x] of the Whakatōhea Claims Settlement Act [20xx], the Grantor transfers and grants to the Grantee a right of way at all times to go over and along the easement facility.
- 1.2 The easement facility for the right of way means the existing road and/or surface of the Easement Area, and includes any replacement road and any signage installed pursuant to clause 1.4.
- 1.3 The easement facility will at all times be and remain the property of the Grantor.
- 1.4 The right of way includes the right to:
- 1.4.1 repair, maintain, alter, improve, renew the Easement Facility; and
- 1.4.2 install safety and directional signage on the Easement Area appropriate for road use.
- 1.5 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.
- 1.6 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

2. REPAIR, MAINTENANCE AND COSTS

- 2.1 The Grantee will, at its cost, keep the easement facility in good order and repair and prevent it from becoming a danger or nuisance, including meeting any associated requirements of the relevant local authority.
- 2.2 Any repair or maintenance of the easement facility that is attributable solely to an act or omission by the Grantor or Grantee must be promptly carried out by that party, at their sole cost.
- 2.3 However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the Grantor or Grantee, –
- 2.3.1 that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
- 2.3.2 the balance of those costs is payable in accordance with clause 2.1.

3. COMPLIANCE WITH LEGISLATION

- 3.1 The Grantee will:
- (a) Comply with all relevant legislation, regulations and bylaws affecting the burdened land and the Grantee's use of it (including the Health and Safety at Work Act 2015);

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

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.5: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – NO LAND SWAP**

Easement Instrument

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- (b) work with the Grantor to consult, co-operate and co-ordinate activities in order to meet each party's respective health and safety obligations under applicable legislation, regulations and this easement instrument;
- (c) not cause or allow any act that would cause nuisance or annoyance to the Grantor or any neighbours, or cause contamination of the Burdened Land; and
- (d) at its cost, obtain and comply with any required resource consents, permits, and other planning approvals required for its use of the Burdened Land.

4. INDEMNITY

- 4.1 The Grantee shall, to the extent permitted by law, indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this easement instrument.

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

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.5: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – NO LAND SWAP**

Easement Instrument

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ADDRESSES FOR SERVICE

1. GRANTOR'S ADDRESS:

[enter address]

2. GRANTEE'S ADDRESS:

[enter address]

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

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TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.5: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – NO LAND SWAP

Easement Instrument

Dated

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CONTINUATION OF "ATTESTATION"

Signed by the following trustees of [Insert] Trust
as Grantor:

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

In the presence of:

Witness Name

Occupation

Address

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

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.5: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
CAMPGROUND – NO LAND SWAP

[AERIAL PLAN: THIS MAP IS FOR DIAGRAMATIC PURPOSES ONLY AND IS NOT TO BE
INCLUDED IN THE DOCUMENT LODGED FOR REGISTRATION WITH LAND INFORMATION
NEW ZEALAND]



Handwritten signature/initials

**9.6 TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – NO LAND SWAP**

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.6: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – NO LAND SWAP**

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Land registration district

Gisborne

[BARCODE]

Grantor

[Insert names of Trustees of XXX Trust]

Grantee

[Insert names of Trustees of XXX Trust]

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, 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

See annexure schedule

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.¹

Certified by [Practitioner for Grantee] or [Grantee]

¹See Regulation 14(3) Land Transfer Regulations 2018.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.6: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – NO LAND SWAP**

Easement Instrument Dated Page of pages

Schedule A

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	[As shown marked G on the aerial plan. (Subject to survey)] Easement Area	[Section 1 SO XX]	[Section 2 SO XX]

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **varied** and **added** to by the provisions set out in the Annexure Schedule

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

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.6: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – NO LAND SWAP**

Easement Instrument

Dated

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ANNEXURE SCHEDULE

**EASEMENT RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND
CONDITIONS)**

1. OPERATIVE CLAUSE

- 1.1 Pursuant to section [x] of the Whakatōhea Claims Settlement Act [20xx], the Grantor transfers and grants to the Grantee a right of way at all times to go over and along the easement facility.
- 1.2 The easement facility for the right of way means the existing road and/or surface of the Easement Area, and includes any replacement road and any signage installed pursuant to clause 1.4.
- 1.3 The easement facility will at all times be and remain the property of the Grantor.
- 1.4 The right of way includes the right to:
- 1.4.1 repair, maintain, alter, improve, renew the Easement Facility; and
- 1.4.2 install safety and directional signage on the Easement Area appropriate for road use.
- 1.5 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.
- 1.6 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

2. REPAIR, MAINTENANCE AND COSTS

- 2.1 The Grantee will, at its cost, keep the easement facility in good order and repair and prevent it from becoming a danger or nuisance, including meeting any associated requirements of the relevant local authority.
- 2.2 Any repair or maintenance of the easement facility that is attributable solely to an act or omission by the Grantor or Grantee must be promptly carried out by that party, at their sole cost.
- 2.3 However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the Grantor or Grantee, –
- 2.3.1 that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
- 2.3.2 the balance of those costs is payable in accordance with clause 2.1.

3. COMPLIANCE WITH LEGISLATION

- 3.1 The Grantee will:
- (a) comply with all relevant legislation, regulations and bylaws affecting the burdened land and the Grantee's use of it (including the Health and Safety at Work Act 2015);

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



**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.6: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – NO LAND SWAP**

Easement Instrument

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- (b) work with the Grantor to consult, co-operate and co-ordinate activities in order to meet each party's respective health and safety obligations under applicable legislation, regulations and this easement instrument;
- (c) not cause or allow any act that would cause nuisance or annoyance to the Grantor or any neighbours, or cause contamination of the Burdened Land; and
- (d) at its cost, obtain and comply with any required resource consents, permits, and other planning approvals required for its use of the Burdened Land.

4. INDEMNITY

- 4.1 The Grantee shall, to the extent permitted by law, indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this easement instrument.

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

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

**9.6: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – NO LAND SWAP**

Easement Instrument

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ADDRESSES FOR SERVICE

1. GRANTOR'S ADDRESS:

[enter address]

2. GRANTEE'S ADDRESS:

[enter address]

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

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.6: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF
TIROHANGA DUNES SITE 1 – NO LAND SWAP

Easement Instrument

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CONTINUATION OF "ATTESTATION"

*Signed by the following trustees of [Insert]Trust
as Grantor:*

In the presence of:

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

Witness Name

Occupation

Address

[name of trustee]

*Signed by the following trustees of [Insert]Trust
as Grantee:*

In the presence of:

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

Witness Name

Occupation

Address

[name of trustee]

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

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.6: TIROHANGA DUNES SITE 2 RIGHT OF WAY EASEMENT IN FAVOUR OF TIROHANGA DUNES
SITE 1 – NO LAND SWAP

[AERIAL PLAN: THIS MAP IS FOR DIAGRAMATIC PURPOSES ONLY AND IS NOT TO BE INCLUDED IN THE
DOCUMENT LODGED FOR REGISTRATION WITH LAND INFORMATION NEW ZEALAND]



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9.7 OROI PROPERTY RIGHT OF WAY EASEMENT IN GROSS

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.7: OROI PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Land registration district

Gisborne

[BARCODE]

Grantor

[Insert names of the Trustees of XXX Trust]

Grantee

Ōpōtiki District Council

Grant of Easement or *Profit à prendre*

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

Dated this day of 20

Attestation

Signed for and on behalf of the Ōpōtiki District Council by its [attorney / authorised signatory] by:

Print name:
Position:

Signature of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness Name
Occupation
Address

See Annexure schedule for Grantor execution

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.¹

Certified by [Practitioner for Grantee] or [Grantee]

¹ See Regulation 14(3) Land Transfer Regulations 2018.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.7: OROI PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement Instrument	Dated	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	Page	<div style="border: 1px solid black; width: 30px; height: 20px;"></div>	of	<div style="border: 1px solid black; width: 30px; height: 20px;"></div>	pages
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Schedule A

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	[The red pecked line on deed plan OMCR-087-15 (the easement area will be generally [20] metres wide). Subject to Survey.] Easement Area	[Section 4 Block 1 Waiaua Survey District and Lot 1 DP 5463]	In gross

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **varied** and **added** to by the provisions set out in the Annexure Schedule

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

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**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.7: OROI PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement Instrument

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ANNEXURE SCHEDULE

EASEMENT RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND CONDITIONS)

1. OPERATIVE CLAUSE

- 1.1 Pursuant to section [x] of the Whakatōhea Claims Settlement Act [20xx], the Grantor transfers and grants to the Grantee a right of way to, at all times, to go over and along the easement facility.
- 1.2 The easement facility for the right of way means the existing road and/or surface of the Easement Area, and includes any replacement road and any signage installed pursuant to clause 1.4.
- 1.3 The easement facility will at all times be and remain the property of the Grantee.
- 1.4 The right of way includes the right to:
- 1.4.1 repair, maintain, alter, improve, renew the Easement Facility; and
- 1.4.2 install safety and directional signage on the Easement Area appropriate for road use.

2. PUBLIC ACCESS

- 2.1 The right of way includes the right for the Grantee to permit the general public to go over and along the easement facility on foot or with any vehicle (including motorbikes and bicycles).

3. REPAIR, MAINTENANCE AND COSTS

- 3.1 The Grantee will, at its cost, keep the easement facility in good order and repair and prevent it from becoming a danger or nuisance, including meeting any associated requirements of the relevant local authority.
- 3.2 Any repair or maintenance of the easement facility that is attributable solely to an act or omission by the Grantor or Grantee must be promptly carried out by that party, at their sole cost.
- 3.3 However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the Grantor or Grantee, –
- 3.3.1 that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
- 3.3.2 the balance of those costs is payable in accordance with clause 3.1.

4. COMPLIANCE WITH LEGISLATION

- 4.1 The Grantee will:
- (a) comply with all relevant legislation, regulations and bylaws affecting the burdened land and the Grantee's use of it (including the Health and Safety at Work Act 2015);

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

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.7: OROI PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement Instrument

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- (b) work with the Grantor to consult, co-operate and co-ordinate activities in order to meet each party's respective health and safety obligations under applicable legislation, regulations and this easement instrument;
- (c) not cause or allow any act that would cause nuisance or annoyance to the Grantor or any neighbours, or cause contamination of the Burdened Land; and
- (d) at its cost, obtain and comply with any required resource consents, permits, and other planning approvals required for its use of the Burdened Land.

5. INDEMNITY

- 5.1 The Grantee shall, to the extent permitted by law, indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this easement instrument.

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

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**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.7: OROI PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement Instrument

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ADDRESSES FOR SERVICE

1. GRANTOR'S ADDRESS:

[enter address]

2. GRANTEE'S ADDRESS:

[enter address]

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

AK dk

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.7: OROI PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement Instrument

Dated

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CONTINUATION OF "ATTESTATION"

Signed by the following trustees of
[Insert]Trust as Grantor:

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

In the presence of:

Witness Name
Occupation
Address

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

9.8 RAETAKOHIA PROPERTY RIGHT OF WAY EASEMENT IN GROSS



TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.8: RAETAKOHIA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement

Approved by Registrar-General of Land under No.2007/6225
Easement instrument to grant easement or *profit à prendre*
Section 109 Land Transfer Act 2017

Land registration district

Gisborne

[BARCODE]

Grantor

[the trustees of the [Whakatōhea Settlement] Trust]

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
clause 2 of schedule 6 of the Public Service Act 2020]

Signature of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness name

Occupation

Address



**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.8: RAETAKOHIA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

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.¹

Certified by [Practitioner for Grantee] or [Grantee]

¹ See Regulation 14(3) Land Transfer Regulations 2018.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.8: RAETAKOHIA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

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

Annexure Schedule 1

Easement Instrument

Dated

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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 a red pecked line on deed plan OMCR-087-20 (the easement area will be generally 5 metres wide) (subject to survey).] Easement Area	[Section [] on SO Plan [] (formerly Pt Sec 3 Blk VIII, Waioeka SD) 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 the Fifth Schedule 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

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.8: RAETAKOHIA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

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

Easement

Annexure Schedule 2

Insert type of instrument

Easement

Dated

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Continue in additional Annexure Schedule, if required.

1. DEFINITIONS AND CONSTRUCTION

1.1. Definitions:

In this Easement Instrument, unless the context otherwise requires:

- 1.1.1. **"Her Majesty the Queen** in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, workers, contractors, licensees and invitees of the Minister.

1.2. Construction:

In the construction of this Easement Instrument unless the context otherwise requires:

- 1.2.1. the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;
- 1.2.2. references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;
- 1.2.3. references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4. the singular includes the plural and vice versa, and words importing any gender include the other genders.

2. OPERATIVE CLAUSE

- 2.1. Pursuant to section [x] of the [Whakatōhea 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.

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

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.8: RAETAKOHIA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

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

Easement

Annexure Schedule 2

Insert type of instrument

Easement

Dated

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Continue in additional Annexure Schedule, if required.

3. RIGHT OF WAY

3.1. The right of way includes the right for the Grantee 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), dogs and horses to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities.

3.2. The right of way includes:

- 3.2.1. the right to repair and maintain the existing access track on the Easement Area and any improvements, and (if necessary for those purposes) to alter the state of the land over which this right of way easement is granted;
- 3.2.2. 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;
- 3.2.3. 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 bridges, track markers and stiles; and
- 3.2.4. the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Burdened Land.

4. GENERAL RIGHTS

- 4.1. 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.
- 4.2. 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
- 4.3. The Grantee may transfer or otherwise assign this easement, with the Grantor's consent, which must not be unreasonably withheld, 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

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.8: RAETAKOHIA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

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

Annexure Schedule 2

Easement

Insert type of instrument

Easement

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Continue in additional Annexure Schedule, if required.

5. REPAIR, MAINTENANCE, AND COSTS

5.1. 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.

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 will 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.

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

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

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

6.6. 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.

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

7. GRANTOR'S RIGHTS

7.1. 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



**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.8: RAETAKOHIA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement

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

Annexure Schedule 2

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Continue in additional Annexure Schedule, if required.

8. DEFAULT

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

- 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 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
- 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.

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

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TE MĀKEOTANGA – DEED OF SETTLEMENT
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9.8: RAETAKOHIA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement

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

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Continue in additional Annexure Schedule, if required.

Continuation of "Attestation"

*Signed by the trustees of [Whakatōhea
Settlement] Trust as Grantor:*

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

In the presence of:

Name:

Occupation:

Address:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.8: RAETAKOHIA PROPERTY RIGHT OF WAY EASEMENT IN GROSS

Easement

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

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Continue in additional Annexure Schedule, if required.

SCHEDULE

1 GRANTOR'S ADDRESS:

[Whakatōhea Settlement] Trust

[enter address]

2 GRANTEE'S ADDRESS:

Department of Conservation

[enter address]

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

9.9 TE NGAIO PROPERTY EASEMENT IN GROSS FOR CERTAIN RIGHTS

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.9: TE NGAIO PROPERTY EASEMENT IN GROSS FOR CERTAIN RIGHTS

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Land registration district

Gisborne

[BARCODE]

Grantor

[Insert names of the Trustees of XXX Trust]

Grantee

Ōpōtiki District Council

Grant of Easement or *Profit à prendre*

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

Dated this day of 20

Attestation

Signed for and on behalf of the Ōpōtiki District Council by its [attorney / authorised signatory] by:

Print name:

Position:

Signature of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness Name

Occupation

Address

See Annexure schedule for Grantor execution

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.¹

Certified by [Practitioner for Grantee] or [Grantee]

**TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS**

9.9: TE NGAIO PROPERTY EASEMENT IN GROSS FOR CERTAIN RIGHTS

Easement Instrument	Dated	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	Page	<div style="border: 1px solid black; width: 30px; height: 20px;"></div>	of	<div style="border: 1px solid black; width: 30px; height: 20px;"></div>	pages
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Schedule A

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way (Pedestrian and vehicular)	[The area outlined with a red pecked line on deed plan OMCR-087-23. Subject to survey.] Snell Road Easement Area	[Section 1 SO XXX (formerly Part Allotment 381 Waioeka Parish)]	In gross
Right of Way (Pedestrian and cycleway)	[The blue pecked line on deed plan OMCR-087-23 (the easement area will be generally 5 metres wide). Subject to survey] Motu (Dunes) Cycleway Easement Area	[Section 1 SO XXX (formerly Allotment 375 and Part Allotment 381 Waioeka Parish)]	In gross
Right of way and right to use groundwater testing bores, and right to take and convey water	[The area outlined with a purple pecked line on deed plan OMCR-087-23. Subject to survey] Bores Easement Area	[Section 1 SO XXX (formerly Part Allotment 381 Waioeka Parish)]	In gross

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **varied** and **added** to by the provisions set out in the Annexure Schedule

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



**TE MĀKEOTANGA – DEED OF SETTLEMENT
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9.9: TE NGAIO PROPERTY EASEMENT IN GROSS FOR CERTAIN RIGHTS

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ANNEXURE SCHEDULE

EASEMENT RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND CONDITIONS)

1. DEFINITIONS

1.1 In this easement instrument:

1.1.1 Bores Easement Facility means:

- (a) the bores within the Bores Easement Area, including any pipes, pipelines pumps, valves, taps cables and any other machinery, equipment, and structure required to use, operate, and maintain the bores, and anything installed in replacement; and
- (b) the surface of the Bores Easement Area used for access to the bores referred to in clause 1.1.1(a);

1.1.2 Easement Facilities means together the Bores Easement Facility, Motu (Dunes) Cycleway Easement Facility, and the Snell Road Easement Facility;

1.1.3 Motu (Dunes) Cycleway Easement Facility means the track and/or surface of the Motu (Dunes) Cycleway Easement Area, and includes any signage installed pursuant to clause 2.1.2; and

1.1.4 Snell Road Easement Facility, means the existing road and/or surface of the Snell Road Easement Area, and includes any replacement road, and signage installed pursuant to clause 2.1.1.

2. OPERATIVE CLAUSE

2.1 Pursuant to section [x] of the Whakatōhea Claims Settlement Act [20xx], the Grantor transfers and grants to the Grantee:

2.1.1 a right of way at all times, to go over and along the Snell Road Easement Facility, including the right to install safety and directional signage on the Snell Road Easement Area appropriate for road use (**Snell Road Right of Way**);

2.1.2 a right of way at all times to go over and along the Motu (Dunes) Cycleway Easement Facility, including the right to install safety and directional signage on the Motu (Dunes) Cycleway Easement Area appropriate for cycleway and pedestrian use (**Motu (Dunes) Cycleway Right of Way**); and

2.1.3 a right of way, and a right, at all times, to use the Bores Easement Facility for the purposes of accessing, inspecting, testing, taking, conveying and monitoring groundwater (**Bores Easement**).

2.2 The easements referred to in clause 2.1 include the right to locate, repair, maintain, alter, improve, upgrade, renew, and replace the respective Easement Facilities, within their respective Easement Areas.

2.3 The Easement Facilities will at all times be and remain the property of the Grantee.

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

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**TE MĀKEOTANGA – DEED OF SETTLEMENT
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9.9: TE NGAIO PROPERTY EASEMENT IN GROSS FOR CERTAIN RIGHTS

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3. BORES EASEMENT

3.1 The Grantor will not:

- (a) plant vegetation, or permit vegetation to grow (excluding grass and tussock vegetation); or
- (b) build or erect any structure or improvement,

on the Bores Easement Area which could damage, obstruct, or interfere with the Bores Easement Facility.

3.2 The Grantee will provide a schedule to the Grantor annually in advance, setting out the time periods during which the Grantee intends to access the Bores Easement Area to use the Bores Easement Facility (which may be amended by the Grantee providing reasonable prior written notice of the amendment, including for required changes due to weather). The Grantee must give the Grantor reasonable prior written notice of any changes to that schedule, or of its intention to enter the Bores Easement Area, if it wishes to do so at a time not specified in that schedule.

4. PUBLIC ACCESS – SNELL ROAD RIGHT OF WAY AND MOTU (DUNES) CYCLEWAY RIGHT OF WAY

4.1 The Snell Road Right of Way includes the right for the Grantee to permit the general public to go over and along the Snell Road Easement Facility.

4.2 The Motu (Dunes) Cycleway Right of Way includes the right for the Grantee to permit the general public to go over and along the Motu (Dunes) Cycleway Easement Area, but only on foot or by bicycle (including electric bicycles). Without limiting the Grantee's rights, the public are not otherwise permitted to use or access the Motu (Dunes) Cycleway Easement Area with vehicles (including motorbikes or horses).

4.3 The Grantee will ensure:

- 4.3.1 no firearms are to be taken on to the Snell Road Easement Area or the Motu (Dunes) Cycleway Easement Area; and
- 4.3.2 any dogs brought on to the Snell Road Easement Area or Motu (Dunes) Cycleway Easement Area must be kept under control at all times.

5. GENERAL REPAIR, MAINTENANCE AND COSTS

5.1 The Grantee will, at its cost, keep the Easement Facilities in good order and repair and prevent them from becoming a danger or nuisance, including meeting any associated requirements of the relevant local authority.

5.2 Any repair or maintenance of any Easement Facility that is attributable solely to an act or omission by the Grantor or Grantee must be promptly carried out by that party, at their sole cost.

5.3 However, if the repair and maintenance of the relevant Easement Facility is only partly attributable to an act or omission by the Grantor or Grantee:

- 5.3.1 that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and

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

**TE MĀKEOTANGA – DEED OF SETTLEMENT
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9.9: TE NGAIO PROPERTY EASEMENT IN GROSS FOR CERTAIN RIGHTS

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5.3.2 the balance of those costs is payable in accordance with clause 5.1.

6. IMPLIED EASEMENT RIGHTS APPLY

- 6.1 To avoid doubt, the provisions the Land Transfer Regulations 2018, including the definitions, which apply to the easements granted by this easement instrument (except as varied or added to by this easement instrument) also apply to the Bores Easement (as applicable, and except as varied or modified by this easement instrument).

7. COMPLIANCE WITH LEGISLATION

- 7.1 The Grantee will:

- (a) comply with all relevant legislation, regulations and bylaws affecting the burdened land and the Grantee's use of it (including the Health and Safety at Work Act 2015);
- (b) work with the Grantor to consult, co-operate and co-ordinate activities in order to meet each party's respective health and safety obligations under applicable legislation, regulations and this easement instrument;
- (c) not cause or allow any act that would cause nuisance or annoyance to the Grantor or any neighbours, or cause contamination of the Burdened Land; and
- (d) at its cost, obtain and comply with any required resource consents, permits, and other planning approvals required for its use of the Burdened Land.

8. INDEMNITY

- 8.1 The Grantee shall, to the extent permitted by law, indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this easement instrument.

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



**TE MĀKEOTANGA – DEED OF SETTLEMENT
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9.9: TE NGAIO PROPERTY EASEMENT IN GROSS FOR CERTAIN RIGHTS

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ADDRESSES FOR SERVICE

1. GRANTOR'S ADDRESS:

[enter address]

2. GRANTEE'S ADDRESS:

[enter address]

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

TE MĀKEOTANGA – DEED OF SETTLEMENT
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9.9: TE NGAIO PROPERTY EASEMENT IN GROSS FOR CERTAIN RIGHTS

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CONTINUATION OF "ATTESTATION"

Signed by the following trustees of [Insert]Trust
as Grantor:

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

In the presence of:

Witness Name
Occupation
Address

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

9.10 TE PAPA TĀKARO O WHITIKAU PROPERTY EASEMENT IN GROSS FOR
CERTAIN RIGHTS



TE MĀKEOTANGA – DEED OF SETTLEMENT
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9.10: TE PAPA TĀKARO O WHITIKAU PROPERTY EASEMENT IN GROSS FOR CERTAIN
RIGHTS

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Land registration district

Gisborne

[BARCODE]

Grantor

[Insert names of the Trustees of XXX Trust]

Grantee

Ōpōtiki District Council

Grant of Easement or *Profit à prendre*

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

Dated this day of 20

Attestation

Signed for and on behalf of the Ōpōtiki District Council by its [attorney / authorised signatory] by:

Print name:
Position:

Signature of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness Name
Occupation
Address

See annexure schedule

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.¹

Certified by [Practitioner for Grantee] or [Grantee]

¹See Regulation 14(3) Land Transfer Regulations 2018.

**TE MĀKEOTANGA – DEED OF SETTLEMENT
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**9.10: TE PAPA TĀKARO O WHITIKAU PROPERTY EASEMENT IN GROSS FOR CERTAIN
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Schedule A

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way (Pedestrian and cycleway)	[The areas outlined with a black pecked line on deed plan OMCR-087-26. Subject to survey.] Pedestrian Right of Way Easement Area	[Allotments 339 and 343, Part Allotments 334, 340, 342 and 345 Section 1 Town of Opotiki. Subject to survey.]	In gross
Right of way (Pedestrian and Vehicular) and right to park	[The area outlined with a red pecked line on deed plan OMCR-087-26. Subject to survey.] Carpark Easement Area	[Allotment 346 and Part Allotment 342 Section 1 Town of Opotiki. Subject to survey.]	In gross
Right to convey electricity	[The areas outlined with an orange pecked line on deed plan OMCR-087-26. Subject to survey.] Electricity Easement Area	[Allotments 339 and 343, and Part Allotment 340 Section 1 Town of Opotiki. Subject to survey.]	In gross
Right to convey sewage	[The areas outlined with a purple pecked line on deed plan OMCR-087-26. Subject to survey.] Sewage Easement Area	[Allotment 343 and Part Allotments 340, 342, and 345 Section 1 Town of Opotiki. Subject to survey.]	In gross
Right to convey stormwater	[The areas outlined with a blue pecked line on deed plan OMCR-087-26. Subject to survey.] Stormwater Easement Area	[Allotment 343, and Part Allotments 334, 340 and 342 Section 1 Town of Opotiki. Subject to survey.]	In gross
Right to convey water	"[The areas outlined with a green pecked line on deed plan OMCR-087-26. Subject to survey.]" Water Supply Easement Area	[Allotments 343 and 339, and Part Allotments 334 and 340 Section 1 Town of Opotiki. Subject to survey.]	In gross

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby **varied** and **added** to by the provisions set out in the Annexure Schedule

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

**TE MĀKEOTANGA – DEED OF SETTLEMENT
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**9.10: TE PAPA TĀKARO O WHITIKAU PROPERTY EASEMENT IN GROSS FOR CERTAIN
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ANNEXURE SCHEDULE

1. DEFINITIONS

1.1 In this easement instrument:

- 1.1.1 **Carpark Easement Facility** means the surface of the easement area and includes any signage installed pursuant to clause 2.1.2.
- 1.1.2 **Easement Facilities** means together the Carpark Easement Facility, the Pedestrian Right of Way Easement Facility, and the easement facilities in respect of the Service Easements.
- 1.1.3 **Granteeor's Master Plan** means the plan prepared by the Grantee agreed between the Grantor and the Grantee relating to the Services Easements' easement facilities and the Public Recreation Structures, and any amendment to that plan agreed in writing by the parties.
- 1.1.4 **Pedestrian Right of Way Easement Facility** means the track and/or surface of the Right of Way (Pedestrian) Easement Area, and includes:
 - (a) the Public Recreation Structures installed on the easement area; and
 - (b) any signage installed pursuant to clause 2.1.1
- 1.1.5 **Public Recreation Structures** means the skate park and pump track located on the easement area.
- 1.1.6 **Services Easements** means the rights to convey electricity, sewage, stormwater and water granted under this easement instrument (as set out in Schedule A).

2. OPERATIVE CLAUSE

- 2.1 Pursuant to section [x] of the Whakatōhea Claims Settlement Act [20xx], the Grantor transfers and grants to the Grantee:
 - 2.1.1 a right of way at all times to go over and along the Pedestrian Right of Way Easement Facility, for use as a public pedestrian walkway and cycleway, including:
 - (a) the right to locate, access, operate and maintain the Public Recreation Structures; and
 - (b) the right to install safety and directional signage on the easement area appropriate for cycleway and pedestrian use (**Pedestrian Right of Way**); and
 - 2.1.2 a right of way at all times (including for use by the public), to:
 - (a) go over and along the Carpark Easement Facility, and
 - (b) stop, leave and provide public parking of vehicles on the Carpark Easement Facility, including the right to install safety and directional signage on the Carpark Easement Area appropriate for road/carpark use; and

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

**TE MĀKEOTANGA – DEED OF SETTLEMENT
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**9.10: TE PAPA TĀKARO O WHITIKAU PROPERTY EASEMENT IN GROSS FOR CERTAIN
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- 2.1.3 the Services Easements, on the terms implied by the Land Transfer Regulations 2018 (except as modified by this easement instrument).
- 2.2 The easements referred to in clause 2.1 include the right to locate, repair, maintain, alter, improve, upgrade, enlarge, expand, extend, renew, and replace the respective Easement Facilities (including the right to increase the diameter of any pipes that form part of the Easement Facilities in respect of the Services Easements, and the right to install additions and extensions to the Public Recreation Structures), within their respective easement areas, and such Easement Facilities will at all times be and remain the property of the Grantee.
- 2.3 Any construction of, or changes made to, any:
- 2.3.1 Easement Facilities to be constructed in respect of the Services Easements, and
- 2.3.2 Public Recreation Structures, pursuant to clause 2.2, will be as agreed between the Grantor and Grantee and recorded in the Grantee's Master Plan.
- 3. PEDESTRIAN RIGHT OF WAY**
- 3.1 Without limiting the Grantee's rights, the right of the public to go over and along the Pedestrian Right of Way Easement Facility:
- 3.1.1 is limited to the right to go over and along the Pedestrian Right of Way Easement Facility on foot or by bicycle, e-bike, electric powered disabled persons' mobility devices or by any other form of human powered transportation;
- 3.1.2 includes the right to go over and along the Pedestrian Right of Way Easement Facility with or without any kind of domestic animal on a lead (and otherwise in accordance with any applicable legal requirement);
- 3.1.3 does not include the right to go over and along the Pedestrian Right of Way Easement Facility with any type of powered motor vehicle (other than e-bike, electric powered disabled persons' mobility devices) including but not limited to cars, trucks, vans, motorbike.
- 3.2 To avoid doubt, no horses are permitted on the Pedestrian Right of Way Easement Area, or the Carpark Easement Area.
- 4. REPAIR, MAINTENANCE AND COSTS**
- 4.1 The Grantee will, at its cost, keep the Easement Facilities in good order and repair and prevent the Easement Facilities from becoming a danger or nuisance, including meeting any associated requirements of the relevant local authority.
- 4.2 Any repair or maintenance of any Easement Facility that is attributable solely to an act or omission by the Grantor or Grantee must be promptly carried out by that party, at their sole cost.

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

**TE MĀKEOTANGA – DEED OF SETTLEMENT
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**9.10: TE PAPA TĀKARO O WHITIKAU PROPERTY EASEMENT IN GROSS FOR CERTAIN
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- 4.3 However, if the repair and maintenance of the relevant Easement Facility is only partly attributable to an act or omission by the Grantor or Grantee, –
- 4.3.1 that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
- 4.3.2 the balance of those costs is payable in accordance with clause 4.1.

5. COMPLIANCE WITH LEGISLATION

5.1 The Grantee will:

- 5.1.1 comply with all relevant legislation, regulations and bylaws affecting the burdened land and the Grantee's use of it (including the Health and Safety at Work Act 2015);
- 5.1.2 work with the Grantor to consult, co-operate and co-ordinate activities in order to meet each party's respective health and safety obligations under applicable legislation, regulations and this easement instrument;
- 5.1.3 not cause or allow any act that would cause nuisance or annoyance to the Grantor or any neighbours, or cause contamination of the Burdened Land; and
- 5.1.4 at its cost, obtain and comply with any required resource consents, permits, and other planning approvals required for its use of the Burdened Land.

6. INDEMNITY

- 6.1 The Grantee shall, to the extent permitted by law, indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this easement instrument.

ADDRESSES FOR SERVICE

1. GRANTOR'S ADDRESS:

[enter address]

2. GRANTEE'S ADDRESS:

[enter address]

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

TE MĀKEOTANGA – DEED OF SETTLEMENT
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9.10: TE PAPA TĀKARO O WHITIKAU PROPERTY EASEMENT IN GROSS FOR CERTAIN
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CONTINUATION OF "ATTESTATION"

Signed by the following trustees of
[Insert] Trust as Grantor:

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

[name of trustee]

In the presence of:

Witness Name
Occupation
Address

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

9.11 PAKIHI STREAM CONSERVATION AREA RIGHT OF WAY EASEMENT IN
GROSS

TE MĀKEOTANGA – DEED OF SETTLEMENT
DOCUMENTS

9.11: PAKIHI STREAM CONSERVATION AREA RIGHT OF WAY EASEMENT IN GROSS

Easement

Approved by Registrar-General of Land under No.2007/6225
Easement instrument to grant easement or *profit à prendre*
Section 109 Land Transfer Act 2017

Land registration district

Gisborne

[BARCODE]

Grantor

[the trustees of the [Whakatōhea Settlement] Trust]

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 clause 2 of schedule 6 of the Public Service Act 2020

Signature of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness name

Occupation

Address

TE MĀKEOTANGA – DEED OF SETTLEMENT
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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.¹

Certified by [Practitioner for Grantee] or [Grantee]

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

¹ See Regulation 14(3) Land Transfer Regulations 2018.



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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 areas shown outlined in blue (Area A) and delineated by an orange pecked line (Area B) on the aerial plan (Area B will be generally 5 metres wide) (subject to survey)]. 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 the Fifth Schedule 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

**TE MĀKEOTANGA – DEED OF SETTLEMENT
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9.11: PAKIHI STREAM CONSERVATION AREA RIGHT OF WAY EASEMENT IN GROSS

Approved by the Registrar-General of Land under number 2003/5041
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Continue in additional Annexure Schedule, if required.

BACKGROUND

1. On [XX XX] 2021, the Crown and Whakatōhea signed a Deed of Settlement which included the vesting of Pakihi Stream Conservation Area in the Whakatōhea Post-Settlement Governance Entity in fee simple, subject to Right of Way Easements protecting public access to the Pakihi Stream carpark, and associated Pakihi track infrastructure that may be located on the transfer site.
2. The remainder of the Pakihi Track is located on legal road to the south of the transfer site and public access to that portion of the track is not impacted by the Whakatōhea Treaty settlement.

RIGHTS AND POWERS

3. Definitions and interpretation

3.1 In this Easement:

- 3.1.1 **"Disability Assist Dog"** means a disability assist dog as defined in section 2 of the Dog Control Act 1996 (or any equivalent section or Act).
- 3.1.2 **"Grantee"** includes, where specified in this Easement Instrument, the agents, employees, contractors, licensees and/or invitees of the Minister.
- 3.1.3 **"Grantor":**
 - a. means the registered proprietor of the Burdened Land; and
 - b. where the context requires, includes the agents, employees, contractors, tenants, licensees, other invitees of the Grantor.
- 3.1.4 **"Grantee's Structure"** means any structure erected in the Easement Area and owned by the Grantee or the Grantee's agent, employee, contractor or licensee including the existing toilet, shelter, picnic tables, signage and carpark barriers; and
- 3.1.5 **"Personal Mobility Device" means:**
 - a. a vehicle that:
 - i. is designed and constructed, or is adapted, for use by persons who require mobility assistance due to a physical or neurological impairment; and
 - ii. is powered by hand or by a motor that has a maximum power output not exceeding 1500 watts; or
 - b. a vehicle that has been declared under section 168A(1) of the Land Transport Act 1998 to be a mobility device (or any equivalent section or Act).

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3.1.6 **"Repair and maintenance"** includes replacement.

3.2 In the interpretation of this Easement Instrument, unless the context otherwise requires:

- 3.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of the Easement Instrument;
- 3.2.2 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 3.2.3 the singular includes the plural and vice versa, and words importing any gender include the other genders.

4. Rights of way

4.1 The right of way includes, to the extent the Grantor has not closed or restricted access to the Easement Area under clause 10, –

- 4.1.1 the right for the public as the Grantee's invitees to go over and along and park on [Area A] in the Easement Area in light motor vehicles;
- 4.1.2 the right for the public as the Grantee's invitees to go over and along the Easement Area on foot, horseback, Personal Mobility Device, bicycle, and e-bikes with disability assist dogs, to access the Pakihi Track, and make reasonable use of the Grantee's Structures;
- 4.1.3 the right of the Grantee and the Grantee's agents, employees, licensees (including concessionaires) and contractors to go over and along the Easement Area. That right to go over and along is exercisable at all times, by day and by night, and is exercisable with or without vehicles, machinery, tools and equipment, horses, guns and dogs of any kind for conservation work and other purposes set out in this easement;
- 4.1.4 the right of the Grantee to have the Easement Area kept clear at all times of obstructions, whether caused by parked vehicles, deposit of materials, or unreasonable impediment to the use and enjoyment of the track, any replacement driveway, or the Grantor's Structures;
- 4.1.5 the right for the Grantee and the Grantee's agents, employees, and contractors to improve the Easement Area in any way it considers appropriate (altering if necessary the state of that land), including by widening the existing track or sealing or widening the existing carpark or any replacements, but consistent with its purposes of public access.
- 4.1.6 the right for the Grantee to erect and display notices, signage, stiles and track markers on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land; and
- 4.1.7 the right for the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.

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5. Right to locate structures

- 5.1 The right to locate structures includes the right of the Grantee to have located at no cost, repair, maintain and replace the Grantee's Structures, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted.

6. Grantor's rights

- 6.1 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.

7. General rights and obligations

- 7.1 Except as provided under clauses 6.1 or 10, the Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of the Grantee or its agents, employees, contractors and invitees under this Easement or interfere with the efficient operation of the Easement Area.
- 7.2 The Grantee may transfer or otherwise assign this Easement to a Crown body, local authority or other body that has responsibility for managing the Easement Area or public conservation land adjoining the Easement Area.
- 7.3 The rights under this Easement do not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.
- 7.4 Except as provided in clauses 4.1.2 and 4.1.3, no 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.
- 7.5 The public may not light any fires or deposit any rubbish or other materials on the Easement Area.

8. Repair, maintenance and costs

- 8.1 Subject to clauses 8.2 and 8.5, the Grantee is responsible for arranging the repair and maintenance of the track and carpark area in the Easement Area and for the associated costs, so as to keep the track and carpark area to a standard suitable for its use.
- 8.2 If the Grantee and the Grantor share the use of the carpark area or any replacement, each of them is responsible for arranging the repair and maintenance of the carpark on the Easement Area and for the associated costs, so as to keep the carpark to a standard suitable for their use.
- 8.3 The Grantee must meet any associated requirements of the relevant local authority.
- 8.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this Easement.
- 8.5 The Grantor must repair at its cost all damage caused to the track, carpark, Grantor's Structures or any replacements through its negligence or improper actions.

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9. Rights of entry

9.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in this Easement, the Grantee or its agents, employees, or contractors may, with the consent of the Grantor, which must not be unreasonably withheld or delayed but may be given subject to any reasonable conditions –

9.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary vehicles, machinery, tools and equipment of any kind;

9.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

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

9.2 The Grantee must:

9.2.1 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.

9.2.2 ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor;

9.2.3 ensure that all work is performed in a proper and workmanlike manner;

9.2.4 ensure that all work is completed promptly;

9.2.5 immediately make good any damage done by the Grantee to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition; and

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

10. Closure/restrictions on access

10.1 The Grantor may, by prior notice in writing to the Grantee, close or otherwise restrict the use of the Easement Area only:

10.1.1 during the hours of darkness; or

10.1.2 for reasons relating to the safety of those using the Easement Area or of those working on the Grantor's Land; or

10.1.3 for reasons relating to the protection of the trees, buildings, plant, equipment and related items on the Grantor's Land.

10.2 In the event of any closure of the Easement Area under this clause 10, the Grantor shall cause notices indicating such closure to be displayed alongside any notices erected in accordance with clause 8.1.



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11. Grantee's Structures

11.1 The Grantee's Structures are and shall remain the sole property of the Grantee or the Grantee's agent, employee, contractor or licensee (as the case may be). No person shall have any interest in the Grantee's Structures by reason only of having an interest or estate in the Grantor's Land.

12. Default

12.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this Easement –

12.1.1 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.

12.1.2 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 Grantor's Land.

12.1.3 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.

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

13. Disputes

13.1 If a dispute in relation to this Easement or its interpretation arises between the Grantor and Grantee –

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

13.1.2 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

13.1.3 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.



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Continuation of "Attestation"

*Signed by the trustees of [Whakatōhea
Settlement] Trust as Grantor:*

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

In the presence of:

Name:

Occupation:

Address:



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SCHEDULE

1 GRANTOR'S ADDRESS:

[Whakatōhea Settlement] Trust

[enter address]

2 GRANTEE'S ADDRESS:

Department of Conservation

[enter address]



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[AERIAL PLAN: THIS MAP IS FOR DIAGRAMATIC PURPOSES ONLY AND IS NOT TO BE INCLUDED IN THE DOCUMENT LODGED FOR REGISTRATION WITH LAND INFORMATION NEW ZEALAND]

