HAKO
and
NGĀI TAI KI TĀMAKI
and
NGĀTI HEI
and
NGĀTI MARU
and
NGĀTI PAOA
and
NGĀTI POROU KI HAURAKI
and
NGĀTI PŪKENGA
and
NGĀTI RĀHIRI TUMUTUMU
and
NGĀTI TAMATERĀ
and
NGĀTI TARA TOKANUI
and
NGAATI WHANAUNGA
and
TE PATUKIRIKIRI

and

THE CROWN

PARE HAURAKI COLLECTIVE REDRESS DEED SCHEDULE: DOCUMENTS

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1 STATEMENT OF ASSOCIATION

The Kaimai-Mamaku range is located towards the southern part of the Pare Hauraki tribal rohe.

The Kaimai-Mamaku range comprises many areas of spiritual, cultural, customary, traditional and historical significance to the Iwi of Hauraki, especially the prominent Pare Hauraki Tupuna Maunga of Te Aroha, a rugged mountain proliferated with high jagged peaks. At a height of 952 metres, it is the highest feature in the Kaimai-Mamaku range, dominating this landscape and forming a link to Te Paeroa o Toi range to the north:

Te Aroha ki uta, Moehau ki waho

The Kaimai-Mamaku range was heavily populated and well utilised by the Iwi of Hauraki, with pā and kāinga to the east at Katikati-Te Puna and to the north and west flanked by the densely populated riverbanks of the Ohinemuri and Waihou. The area is highly valued for its natural and geothermal resources by the Iwi of Hauraki, and the myriad streams and waterfalls that descend from its ridges are abundant with unique plant and fish species. Traditionally important to the Iwi of Hauraki, the Kaimai-Mamaku range contains our pā, kāinga, wāhi tapu and urupā. The range is imbued with the histories, places and events of our Pare Hauraki tūpuna which connect them to the footsteps of their tūpuna, of creation and the environment, including Te Kahaha, Waimata, Te Ure Tara, Te Ararimu, Koteahoroa, Mangakiri, Te Hanga, Roretangata and Waipu Mahanga, Karangahake Maunga and Te Aroha Maunga, revered in our tribal oratory and song.

The pā and kāinga of the Iwi of Hauraki surrounding and within the Kaimai-Mamaku range include Ngatukituki a Hikawera, Te Ngare and Waipapa to the east, Te Kahakaha, Waitewheta in the Ohinemuri to the north, Whakapipi, Wairongomai, Ngatamahinerua and on to Te Pae o Turawaru to the south-west. Traditionally, our whānau, hapū and iwi settled, held mana and exercised kaitiakitanga over their places of the Kaimai-Mamaku range and surrounding kāinga.

The Kaimai-Mamaku range is covered in a myriad of centuries-old tracks fashioned and used by the Iwi of Hauraki to traverse the ranges at will. These tracks were used for daily excursions and ritual by whānau and hapū, and as a means of visiting their different pā and kāinga in the east and west of the range; for war excursions further afield, for the hunting and gathering of the foods of the forest, and for access to wāhi tapu to conduct spiritual and cultural rituals. There are traditionally four well-worn tracks of the Iwi of Hauraki that were used at will - from the track accessed from the Karangahake Gorge and southward to the Maurihoro, Wairere and Tuahu tracks. The pathways were all connected to hapū and whānau pā, kāinga to fortified pā and the tracks with access from the Karangahake was the key route to Hauraki lands in the Katikati area, and on major excursions a large waka would be brought up the Ohinemuri and berthed so the Iwi of Hauraki disembarked and continued their journey by foot towards Katikati and beyond.

2 RELATIONSHIP AGREEMENT

RELATIONSHIP AGREEMENT BETWEEN THE CROWN, ACTING BY AND THROUGH THE MINISTER OF ENERGY AND RESOURCES AND THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT, AND IWI OF HAURAKI IN RELATION TO MINERALS

OBJECTIVE AND HIGH LEVEL PRINCIPLES FOR THE AGREEMENT

1. The Crown, acting by and through the Minister of Energy and Resources and the Ministry of Business, Innovation and Employment ("**Ministry**"), and the Pare Hauraki collective cultural entity representing the 12 iwi of Hauraki ("**Parties**") will develop and maintain a robust relationship based on the principles of Te Tiriti o Waitangi / the Treaty of Waitangi ("**Treaty**").

2. This document captures the intention to create a relationship that is dynamic, respectful and evolving. Relevant principles include:

    a. meaningful engagement and consultation. This will include annual meetings and opportunities for discussion;

    b. respecting information of a confidential nature. This will include developing processes for the appropriate management of confidential information shared between the Parties;

    c. reflecting a balance between development and protection. This will include exploring mechanisms to enhance protection of wāhi tapu while acknowledging that iwi of Hauraki also seek to broaden economic development opportunities in the sector;

    d. aimed at enhancing the capacity of both Parties, for example through opportunities for sharing information;

    e. review and evolution, including measures to maintain and enhance the relationship, and mechanisms to resolve any issues that arise in the relationship.

3. The Parties acknowledge that this agreement is not intended to be legally enforceable, but that this does not diminish the intention of the Parties to comply with the terms and conditions of this agreement.

4. For clarity, this agreement does not override or limit the:

    a. legislative rights, powers or obligations; or

    b. functions, duties, obligations and powers of the Minister and any officials under legislation; or

    c. ability of the Crown to introduce legislation and change government policy; or

    d. ability of the Crown to interact or consult with any other person, including any iwi, hapū, marae, whānau or their representative; or

    e. requirement that the Ministry act in accordance with directions from Ministers; or

    f. any interests or rights of the iwi of Hauraki.

PREAMBLE STATEMENT

5. Part 15 of the Pare Hauraki Collective Redress Deed contains the following preamble in relation to minerals:

   a. Mineral extraction, especially gold, is central to the history of Crown-Pare Hauraki relations and its harmful effects are still felt being felt in current times. Pākeha settlement in the Hauraki region was associated with the search for and exploitation of minerals, beginning with the discovery of gold near Coromandel Harbour in 1852.

   b. The first minerals agreement between the Crown and Pare Hauraki rangatira was signed at Patapata in 1852, and involved gold mining at Kapanga. Subsequently, gold and other minerals were mined, on the basis that land would not be alienated, at Kauaeranga from 1866, Ohinemuri from 1875, Te Aroha from 1880, and the East Coromandel Peninsula from Kuaotunu to Waihi from the late 1880s. Each of these transactions involved varying reactions from the Iwi of Hauraki, for example at Ohinemuri.

   c. The Waitangi Tribunal's Hauraki Report estimates that over 1,400 tonnes of gold and silver bullion was extracted from Hauraki in the period 1862-1952. The Iwi of Hauraki received an estimated £89,000 from mining cession agreements between 1867 and 1897 while the value of gold exported in the same period was worth approximately £7.8 million (representing around 1.1% for Pare Hauraki).

   d. Some Pare Hauraki rangatira expressed a desire to derive income from the prospecting of gold in their rohe while continuing to retain control and ownership of those lands, others opposed mining on their lands altogether.

   e. In the twentieth century, mining continued at Waihi. In 1940, the MacCormick commission recommended the Crown make an ex gratia payment to Pare Hauraki in recognition of the unequal nature of the mining agreements made in the nineteenth century. The Crown, however, neglected to implement this recommendation. The Crown also failed to return lands made available for mining and still in Māori ownership (but no longer used for mining purposes) to Māori. Mineral extraction remains a feature of the Hauraki region and the negative consequences for the Iwi of Hauraki continue to this day.

   f. The extent of claims of breaches of the Treaty of Waitangi and its principles relating to minerals and mining is unique to Pare Hauraki. The Waitangi Tribunal devoted one third of the Hauraki Report to the Treaty issues arising from mining and the Coromandel goldfields. It found that nowhere else did Māori face the rapid expansion of so large a mining industry and nowhere else was so much Maori land affected. This had long-term impacts on the Iwi of Hauraki.

   g. Over the generations, Hauraki rangatira persistently protested the alienation of mineral-bearing lands, the loss of wāhi tapu, environmental degradation including the deterioration of water quality and damage to waterways, declining revenues from mineral extraction, the loss of livelihood experienced by the iwi as a result of Crown actions, and the Crown's failure to honour minerals agreements. These form the foundation of the Pare Hauraki claims.

h. The Crown has acknowledged that at various times it breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles when acquiring gold-bearing land in Hauraki, and that it deprived iwi of their rangatiratanga over land subject to mining licences. As a consequence, Pare Hauraki saw little economic benefit from mineral extraction. The Iwi of Hauraki suffered significantly as a result of Crown Treaty breaches relating to minerals.

i. The Crown has also acknowledged that mineral extraction in Hauraki has resulted in ongoing environmental degradation, changes and pollution to lands, waterways (including contamination from heavy metals), and food sources, including modifications to the course of the Waihou and Ohinemuri Rivers and their tributaries that drained resource-rich wetlands, destroyed wāhi tapu, and caused significant harm to Tīkapa Moana and its kaimoana resources.

6. The Crown has also agreed to the following redress for Hauraki iwi in recognition of the historical impact of mineral extraction:

a. a commitment to investigate economic development opportunities with Hauraki iwi in the minerals sector within current policy settings;

b. an enhanced Crown minerals protocol (relationship agreement) with the Minister of Energy and Resources;

c. a specific legislative requirement Hauraki iwi be consulted before entry to vested land for minimum impact activity;

d. vesting Hauraki iwi ownership of Crown-owned non-nationalised minerals (i.e. minerals other than petroleum, gold, silver, and uranium) in Crown land transferred through settlement;

e. on-payment of royalties relating to vested minerals from existing minerals permits over land to transfer to Hauraki iwi in settlement; and

f. a commitment to consult with Hauraki iwi should the Crown ever consider divesting ownership of gold and silver.

7. The Hauraki/Coromandel region continues to hold high mineral potential. In a 2008 report GNS Science estimated the value of potential resources for 12 metallic and six non-metallic minerals for the wider Coromandel region at a total of $54 billion (mostly in gold, silver and peat).

8. Hauraki iwi are tāngata whenua and kaitiaki and have significant interests and responsibilities in relation to the preservation, protection and management of natural resources as set out in the Pare Hauraki World View. Iwi of Hauraki also have investment and economic development aspirations, and wish to broaden their participation and investment in the minerals sector.

9. The parties acknowledge that, while this agreement relates specifically to engagement over energy and resources portfolio matters, as they relate to Crown minerals, there will be opportunities for discussion on other matters that are administered by the Ministry, such as broader economic development.

10. Acknowledging further that both the iwi of Hauraki and the Ministry have limited resources, both parties commit to implementing this agreement in a way that makes the most efficient use of available resources.

SCOPE

11. This agreement applies to all functions and responsibilities of the Minister of Energy and Resources and the Chief Executive of the Ministry within the Energy and Resources portfolio as it applies to Crown minerals in the Area identified in Schedule 2.

ENGAGEMENT, ANNUAL MEETING AND FORMAL CONSULTATION

12. The Parties agree:

Annual forum

12.1 there will be an annual forum attended by representatives of the iwi of Hauraki and senior managers from the Ministry.

12.2 such a forum will:

a. be timed to coincide with the Ministry's business planning process;

b. include the following agenda items as they relate to the Hauraki rohe:

i. a discussion of policy, regulatory and work plan developments envisaged for the forthcoming year across both minerals and petroleum minerals development;

ii. broad aspects of permit operations within the Hauraki / Coromandel region;

iii. review of past year's engagement and future opportunities to develop mutual understandings and relationships;

iv. review of early engagement, as outlined in clause viii below, on any competitive tenders for minerals;

v. a broad indication of the Ministry's future strategy for block offer areas;

vi. discuss any vested areas where applications for associated royalties have yet to be received by the Ministry;

vii. review implementation of the Crown Minerals redress more generally;

viii. any upcoming competitive tendering process and/or block offer before the process or offer is formally consulted on. This agenda item can encompass:

1. Ministry information about the upcoming minerals competitive tendering processes and/ or petroleum block offers to enable the iwi to plan for any formal engagement ahead of the formal process;

2. sharing of information by the Parties about local issues and opportunities, and an explanation by the Ministry of the potential prospectivity of the area to be covered by the competitive tender or block offer for consideration;

3. exploration of mechanisms to enhance the Ministry's understanding of iwi issues and wāhi tapu.

12.3 that the Ministry will endeavour to facilitate participation by other regulatory bodies with a role in minerals regulation at the annual meeting.

Economic Development

12.4 to discuss at the first annual regional forum, the nature of any assistance that the Ministry may be able to provide to the iwi of Hauraki to broaden their participation and investment in the sector, and thereby benefit more clearly from the economic development opportunities that the minerals sector can offer.

Review of Minerals Programmes

12.5 that in respect of any minerals programme review, the Ministry will:

a. consider any proposals made by the governance entity as to the scope of any review of minerals programmes;

b. provide an early opportunity, before any public consultation process, for discussion with the governance entity of those parts of new draft minerals programmes that either Party identifies as of interest;

c. meet with the governance entity during the public consultation phase of any minerals programme review or the minerals regime generally if the review may affect iwi interests and the governance entity requests a meeting.

12.6 that the Parties will work together to identify opportunities for improving engagement by the Ministry with the iwi of Hauraki in relation to the management of minerals.

Consultation

12.7 that the Ministry will consult with the iwi of Hauraki:

Petroleum exploration permit block offers

a. on the planning of a competitive tender allocation of a permit block for petroleum exploration (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Crown Minerals Act 1991 and the relevant minerals programme), which relates, whether wholly or in part, to the Area identified in Schedule 2. This will include outlining the proposals for holding the block offer, and consulting with the iwi of Hauraki on these proposals over the consultation period set out in the relevant minerals programme;

Other petroleum permit applications

b. when any application for a petroleum permit is received, which relates, whether wholly or in part, to the Area identified in Schedule 2, except where the application relates to a block offer over which consultation has already taken place under clause 12.7(a);

Amendments to petroleum permits

c. when any application to amend a petroleum permit, by extending the land to which the permit relates, is received where the application relates, wholly or in part, to the Area identified in Schedule 2;

Competitive tender allocation for Crown owned minerals other than petroleum

d. on the planning of a competitive tender allocation of a permit block for Crown owned minerals other than petroleum (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Crown Minerals Act 1991

and any relevant minerals programme) which relates, whether wholly or in part, to the Area identified in Schedule 2;

Other permit applications for Crown owned minerals other than petroleum

e. when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Area identified in Schedule 2, except where the application relates to competitive tender allocations over which consultation has already taken place under clause 12.7(d) or where the application relates to newly available acreage over which consultation has already taken place under clause 12.7(f);

Newly available acreage

f. before the Chief Executive proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of minerals other than petroleum, which relates, whether wholly or in part, to the Area identified in Schedule 2;

Amendments to permits for Crown owned minerals other than petroleum

g. when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is received, where the application relates, wholly or in part, to the Area identified in Schedule 2; and

Gold fossicking areas

h. when any request is received or proposal is made to designate lands as a gold fossicking area, which relates, whether wholly or in part, to the Area identified in Schedule 2.

12.8 when making any decision on a proposal referred to in clause 12.7, the relevant decision-maker:

a. shall have regard to any matters raised as a result of consultation; and

b. shall have regard to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi in accordance with Section 4 of the Crown Minerals Act 1991.

Involvement in any review of ownership of gold and silver

12.9 that if the Crown decides to initiate a review of the ownership of gold and silver (alone or as part of a wider review of all nationalised minerals), the Ministry, on behalf of the Crown, will:

a. involve representatives of Pare Hauraki in the review process;

b. include Ministerial engagement with representatives of Pare Hauraki;

c. recognise the importance of the Statement of Pare Hauraki World View and Programme for a Culture of Natural Resources Partnership and ensure it is taken into account in the review; and

d. acknowledge the unique history that the Iwi of Hauraki have with gold and silver.

CONFIDENTIALITY

13. The Parties agree that:

13.1 subject to clause 14, the Ministry will ensure appropriate arrangements are in place to provide for confidentiality of material provided by the iwi of Hauraki and identified by those iwi as requiring such confidentiality;

13.2 that the governance entity of the Hauraki Collective will ensure appropriate arrangements are in place to provide for confidentiality of material provided by the Ministry and identified by the Ministry as requiring such confidentiality.

13.3 subject to clause 14, with regard to information sharing and confidential information, the Ministry will, on request, make available to the iwi of Hauraki existing information held by, and reasonably accessible to, the Ministry that is directly relevant to iwi with regard to this agreement.

14. Clauses 13.1 to 13.3 do not apply to information either:

a. that the Ministry is legally prevented from providing (for example, information that is subject to an obligation of confidentiality or non-disclosure); or

b. that the Ministry is legally required to provide, for example under the Official Information Act 1982.

MĀORI LAND AND SIGNIFICANT SITES

15. The Parties agree, consistent with provisions and responsibilities within the Crown Minerals Act regime:

15.1 to enhance mechanisms and engagement to better provide for the protection of areas of importance to iwi, by means such as access by the Ministry to iwi sites of significance registers if iwi agree;

15.2 where iwi are requested to identify areas of importance, to provide guidance to the Ministry and iwi, the Parties will discuss:

a. the characteristics and nature of significant sites, including wāhi tapu;

b. the nature and size of the area that could reasonably be expected to be excluded or amended; and

c. the nature and quality of information required in order for an application for exclusion or amendment to be adequately considered by the Ministry.

15.3 to explore mechanisms for improving notice to Maori land owners of activities which will impact on Maori land (as defined by Te Ture Whenua Maori Act 1993).

INFORMATION PROVISION AND BUILDING MUTUAL CAPACITY

16. The Parties agree:

16.1 the governance entity will assist the Ministry with the development of information resources (if any) about activities relating to minerals and petroleum for use in discussion with iwi and communities in other parts of Aotearoa/New Zealand;

16.2 to work together to develop measures to enhance the capacity of both the Ministry and the iwi of Hauraki to engage constructively with each other including facilitating a better understanding by Ministry staff dealing with minerals and petroleum development and other issues of importance to the iwi of Hauraki as it relates to minerals and petroleum;

16.3 to the extent that resources allow, provide opportunities (such as workshops and seminars) for information sharing and expertise enhancement so as to provide better information to each other including as specified at clauses 15.1 and 15.2.

16.4 that the Ministry will facilitate the development of relationships between the iwi of Hauraki and industry relevant contacts, such as Crown Research Institutes;

16.5 the Ministry will notify the governance entity of any re-structuring or re-organising of the Ministry which might affect the operation of the relationship agreement; and

16.6 the Ministry will provide information through websites and other media as appropriate to make transparent agreements and protocols in place between the Crown and iwi of Hauraki, where both Parties support such publication.

FACILITATING TECHNICAL WORKSHOPS

17. The Ministry will facilitate a series of technical workshops with the iwi of Hauraki which will involve sharing information and expertise on:

    a. the nature of the non-nationalised minerals that have been vested to Hauraki iwi; and

    b. the economic potential and mining practices associated with them.

FACILITATING CONSTRUCTIVE ENGAGEMENT WITH INDUSTRY

18. The Ministry will:

    a. review information provided by the Ministry to industry on iwi interests and concerns and provide assistance to industry on how to build and maintain good relationships with iwi;

    b. require permit holders to report on the engagement they have undertaken with iwi, as required by legislation, minerals programmes and/or block offer notices;

    c. provide the affected iwi in Hauraki opportunity to comment to the Ministry on a permit holder's engagement with them;

    d. facilitate introductions of iwi representatives to permit holder/s as early as feasible after the allocation of a permit;

    e. facilitate the development of industry best practice guidelines for engagement with iwi;

    f. where requested by the iwi of Hauraki, endeavour to facilitate meetings with relevant permit holders; and

    g. for the avoidance of doubt, any engagement that the Ministry undertakes with iwi is not intended to replace a permit holder's engagement with iwi.

OPTION OF A WORKING GROUP

19. Where both Parties agree, they may establish working groups to examine particular issues. This may include matters such as the identification of circumstances in which a cultural impact assessment may be useful and the development of processes for better coordination between regulatory authorities.

MAINTAINING THE RELATIONSHIP

20. Each party will appoint a senior representative to oversee the implementation of the relationship agreement. The senior representatives will be the key point of contact for any matters relating to the agreement, and will be responsible for:

    a. taking action to implement this agreement; and

    b. coordinating the annual relationship meeting between the Parties in a timely manner.

21. If it becomes apparent that elements of the agreement may not be achievable, the Parties will raise this with each other as soon as possible and work towards a common understanding of the issues and a positive way to address those elements.

22. The Ministry senior representative will endeavour to facilitate introductions to other parts of the Ministry if requested to do so by the iwi of Hauraki.

23. Outside of the relationship meetings provided for under this agreement, relevant representatives of the Parties will meet as required.

ESCALATION OF MATTERS

24. If one party considers that there has been a breach of the agreement then that party may give notice to the other that they are in dispute.

25. As soon as practicable upon receipt of the notice referred to in clause 24, the Parties' representative(s) will meet to work in good faith to resolve the issue.

26. If the dispute has not been resolved within 20 working days of receipt of the notice, the Chief Executive of the Ministry and the senior representative will meet in good faith to resolve the issue.

27. If the dispute has not been resolved within 20 working days of the meeting set out in clause 26, the Chair of the Pare Hauraki collective cultural entity will meet in good faith with the Minister to resolve the issue.

REVIEW AND AMENDMENT

28. The Parties agree:

28.1 that the relationship agreement is a living document, which can be updated and adapted to take account of future developments and additional relationship opportunities;

28.2 this agreement will be reviewed within three years of the date on which it is entered and thereafter every three years. The matters to be covered by the review of the agreement will be agreed between the Parties;

28.3 where the Parties cannot reach agreement on any review or variation proposal they will use the escalation processes contained in clauses 24 to 27 above; and

28.4 the Parties may vary or cancel this agreement at any time by agreement in writing.

SCHEDULE 1: DEFINITIONS

In this Agreement, the following terms have the following meanings except to the extent that they may be inconsistent with the context:

'Agreement' means this agreement and includes any amendments made in accordance with clause 28.4;

'Annual Forum' means the meeting held in accordance with clause 12.1;

'block offer' means a petroleum exploration permit round as set out in the Minerals Programme for Petroleum 2013;

'Chief Executive' has the meaning given in section 2 of the Crown Minerals Act 1991;

'competitive tender allocation' is a method for allocating permits for minerals (excluding petroleum) as set out in the Minerals Programme for Minerals (Excluding Petroleum) 2013;

'Crown' means Her Majesty the Queen in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Collective Redress Deed to participate in, any aspect of the redress under the Collective Redress Deed;

'Crown owned minerals' and 'Crown minerals' mean any mineral that is the property of the Crown;

'Collective Redress Deed' means the Deed of Settlement dated [ ] between the Crown and the iwi of Hauraki;

'Governance Entity' means the trust known as Pare Hauraki Collective established by trust deed dated [insert date];

'Mineral' has the meaning given in section 2 of the Crown Minerals Act 1991;

'Minister' has the meaning given in section 2 of the Crown Minerals Act 1991;

'Ministry' means the Ministry of Business, Innovation and Employment;

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

'Parties' refers to the Crown, acting by and through the Minister and the Ministry, and Pare Hauraki collective cultural entity representing the 12 iwi of Hauraki;

'petroleum' has the meaning given in section 2 of the Crown Minerals Act 1991;

'vested minerals' means Crown owned minerals that are vested in or transferred to the iwi of Hauraki through the Settlement legislation with the iwi of Hauraki;

'Working Day' means the days Monday through Friday exclusive of any public holiday and excluding 24 December to 2 January (inclusive).

SCHEDULE 2: AREA OF INTEREST

3 DEED OF COVENANT

[To be developed for each Pare Hauraki Collective Entity]

THIS DEED is made

BETWEEN

[*Insert details of the Pare Hauraki collective entity*] ("**Pare Hauraki collective entity**")

AND

THE CROWN

BACKGROUND

A. Under a collective redress deed dated [ ] between the Iwi of Hauraki and the Crown (the "**Hauraki Collective deed**"), the Crown agreed, subject to the terms and conditions specified in the Hauraki Collective deed, to provide certain redress to an entity to be established under clause 9.6.1 of the Hauraki Collective deed.

B. The Pare Hauraki collective entity was established on [*date*] as one of the entities to:

- be established by the Iwi of Hauraki under clause 9.6.1 of the Hauraki Collective deed; and
- receive the redress to be provided to the Pare Hauraki collective entities.

C. As required by clause 9.6.2 of the Hauraki Collective deed, the Pare Hauraki collective entity enters into this deed with the Crown.

IT IS AGREED as follows:

1 COVENANT

1.1 The Pare Hauraki collective entity covenants with the Crown that, from the date of this deed, the Pare Hauraki collective entity:

1.1.1 is a party to the Hauraki Collective deed as if it had been named as a party to that deed and had signed it;

1.1.2 must comply with all the obligations of the Pare Hauraki collective entity under the Hauraki Collective deed; and

1.1.3 is bound by the terms of the Hauraki Collective deed.

2 RATIFICATION AND CONFIRMATION OF ACKNOWLEDGEMENTS AND ACTIONS

2.1 The Pare Hauraki collective entity ratifies and confirms:

2.1.1 all acknowledgements and agreements made by the Iwi of Hauraki in the Hauraki Collective deed; and

2.1.2 all rights and powers exercised, all waivers given, all amendments agreed to, and any other actions taken in relation to the Hauraki Collective deed, by the mandated negotiators and agrees to be bound by them.

3 INTERPRETATION

3.1 Unless the context requires otherwise:

3.1.1 terms or expressions defined in the Hauraki Collective deed have the same meanings in this deed; and

3.1.2 the rules of interpretation in the Hauraki Collective deed apply (with all appropriate changes) to this deed.

SIGNED as a deed on [ ]

[*Insert appropriate signing provisions for the Pare Hauraki collective entity*]

WITNESS

_____

Name:

Occupation:

Address:

SIGNED for and on behalf of **THE CROWN** by the Minister for Treaty of Waitangi Negotiations in the presence of:

_____
Hon Christopher Finlayson

WITNESS

_____

Name:

Occupation:

Address:

4 FISHERIES RFR DEED OVER QUOTA

DEED GRANTING A RIGHT OF FIRST REFUSAL OVER QUOTA

BETWEEN

[Insert the name of the Governance Entity] (the Governance Entity).

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister for Primary Industries (the **Crown**).

BACKGROUND

A. [*insert name of the governance entity*] and the Crown are parties to a Collective Redress Deed to settle the Historical Claims of dated [*Insert the date of the Collective Redress Deed*] (the **Collective Redress Deed**).

B. The Crown agreed under the Collective Redress Deed that (if the Collective Redress Deed 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 Collective Redress Deed has become unconditional and this Deed is entered into:

- by the Crown in satisfaction of its obligations referred to in clause *Y* of the Collective Redress Deed; and
- by the Governance Entity in satisfaction of its obligations under clause *Z* of the Collective Redress Deed.

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 176 years from the Settlement Date:

1.1.1 the Minister for Primary Industries declares, under the Fisheries Legislation, a species to be subject to the Quota Management System; and

1.1.2 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 for Primary Industries 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:

(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:

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

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:

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

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;

"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.

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 -:

(a) 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

(b) 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

(c) 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;

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

9.1.3 offer for sale any Applicable Quota held by the Crown except on the terms of the Fisheries RFR Deed over quota.

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 176 years

12.2 The obligations of the Crown set out in this Deed end 176 years after the Settlement Date.

13. NOTICES

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

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 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:
[Address]	[Address]

Delivery

13.1.4 delivery of a Notice may be made:

(a) by hand;

(b) by post with prepaid postage;

(c) by facsimile; or

(d) by electronic mail to the recipient's email address;

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

(c) sent by facsimile or electronic mail 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 Working Day, or after 5pm on a Working Day, that Notice will (despite clause 13.1.5) be treated as having been received the next Working 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 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;
Crown has the meaning given to that term by section 2(1) of the Public Finance Act 1989 (which, at the date of this Deed, provides that the Crown means:

(a) Her Majesty the Queen in right of New Zealand; and

(b) includes all Ministers of the Crown and all Departments; but

(c) does not include:

(i) an Office of Parliament (as defined in section 2(1) of the Public Finance Act 1989);

(ii) a Crown entity (as defined in section 2(1) of the Public Finance Act 1989); or

(iii) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986));

Collective Redress Deed means the Pare Hauraki Collective Redress Deed;

Deed means this Deed granting a right of first refusal over quota;

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;

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

Minister for Primary Industries 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 in relation to an Applicable Species (being a species referred to in schedule 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 Area means the area identified in the map included in schedule 1;

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 60 Working Days after the Collective Redress Deed becomes unconditional;

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

Working Day means a day that is not –

(a) a Saturday or a Sunday; or

(b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, or Labour Day; or

(c) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday; or

(d) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or

(e) a day that is observed as the anniversary of the province of –

(i) Wellington; or

(ii) Auckland.

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

Interpretation

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

(a) headings appear as a matter of convenience and are not to affect the interpretation of this Deed;

(b) defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;

(c) 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;

(d) the singular includes the plural and vice versa;

(e) words importing one gender include the other genders;

(f) a reference to legislation is a reference to that legislation as amended, consolidated or substituted;

(g) a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;

(h) a reference to a schedule is a schedule to this Deed;

(i) a reference to a monetary amount is to New Zealand currency;

(j) 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;

(k) a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;

(l) 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;

(m) where the day on or by which anything to be done is not a Working Day, that thing must be done on or by the next Working Day after that day; and

(n) a reference to time is to New Zealand time.

SIGNED as a Deed on [ ]

[Insert appropriate signing clauses for the Governance Entity]

WITNESS

_____

Name:

Occupation:

Address:

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

WITNESS

_____

Name:

Occupation:

Address:

SCHEDULE 1

[To be inserted]

5 LETTER OF INTRODUCTION

Hon [NAME]
Minister of Finance
Parliament Buildings
WELLINGTON

Hon [NAME]
Minister for Land Information
Parliament Buildings
WELLINGTON

Dear Ministers

Hauraki Collective Redress Deed: Letter of Introduction

I am writing to introduce you to the [insert iwi PSGE name] which is the recognised post settlement governance entity for the twelve iwi of Hauraki currently represented in collective Treaty of Waitangi settlement negotiations by the Hauraki Collective.

Pare Hauraki settlement

On [date] the Crown signed the Pare Hauraki Collective Redress Deed. The Deed is conditional on the passing of settlement legislation which will give effect to the settlement.

The iwi of Hauraki have spiritual, cultural, customary and historical interests across a wide area, from the Western Bay of Plenty to the Mahurangi and islands of those areas [refer attached map].

The [insert PSGE name] is responsible for administering significant commercial assets, in particular, Crown Forest Licensed Land and a 176 right of first refusal should any Crown land within the Hauraki region come available for purchase.

Relationship with the Overseas Investment Office

In the course of Treaty of Waitangi settlement negotiations, the iwi of the Hauraki Collective have expressed an interest in applications by foreign investors looking to purchase sensitive land in the Pare Hauraki area of interest.

Should you, or your delegates, elect to consult mana whenua on overseas investment applications to purchase land in the area of interest of the iwi of Hauraki, the [insert Iwi PSGE name] is an appropriate contact, as a body which represents the iwi of Hauraki. The [insert PSGE name] seeks to be contacted with respect to all relevant applications.

For the avoidance of doubt, this letter does not propose an obligation to consult with or seek information in addition to any obligation(s) that you might otherwise have.

[Contact Name] is the [Title] of [insert PSGE name], and I invite you to contact on [Contact details].

Nāku noa, nā

Hon [NAME]
Minister for Treaty of Waitangi Negotiations

6 ENCUMBRANCES

6.1 Te Aroha Tupuna Maunga – Right of Way Easement

6: ENCUMBRANCES

[To be inserted: easement terms to be agreed before deed signing and width to be subject to survey]

7 ENCUMBRANCES FOR LICENSED LAND

7.1 Type A Easement

7: ENCUMBRANCES FOR LICENSED LAND

[To be inserted prior to deed signing]

7.2 Type B Easement

7: ENCUMBRANCES FOR LICENSED LAND

[To be inserted prior to deed signing]

7.3 Type C Easement

7: ENCUMBRANCES FOR LICENSED LAND

[To be inserted prior to deed signing]

7.4 Hauraki Athenree Forest Easement

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

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

Grantor

1.	**Her Majesty the Queen**
2.	**Her Majesty the Queen**

Grantee

1.	**Her Majesty the Queen**
2.	**Her Majesty the Queen**

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; *profit* or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	Marked red on Deed Plan OTS-215-14 attached as Annexure Schedule 2	[Section [ ] SO [ ] (formerly Lot 1 DPS 26279, Part Lot 1 DPS 56705, Lots 2, 3, 4 and 5 DPS 56705, Lots 1, 2, 3, 4 and 5 DPS 56706 and Sections 1, 2, 3 and 4 SO 313136) and for identification purposes only as coloured blue on the Deed Plan OTS-215-13 attached as Annexure Schedule 3 - Subject to survey]	[Section [ ] SO [ ] (formerly Part Lot 1 DPS 56705) and for identification purposes only as coloured yellow on the Deed Plan OTS-215-13 attached as Annexure Schedule 3 -Subject to survey]
Right of Way	Marked red on Deed Plan OTS-215-14 attached as Annexure Schedule 2	[Section [ ] SO [ ] (formerly Part Lot 1 DPS 56705) and for identification purposes only as coloured yellow on the Deed Plan OTS-215-13 attached as Annexure Schedule 3 - Subject to survey]	[Section [ ] SO [ ] (formerly Lot 1 DPS 26279, Part Lot 1 DPS 56705, Lots 2, 3, 4 and 5 DPS 56705, Lots 1, 2, 3, 4 and 5 DPS 56706 and Sections 1, 2, 3 and 4 SO 313136) and for identification purposes only as coloured blue on the Deed Plan OTS-215-13 attached as Annexure Schedule 3 - Subject to survey]

7: ENCUMBRANCES FOR LICENSED LAND

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

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

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

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

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

[the provisions set out in Annexure Schedule 1]

~~**Covenant provisions**~~

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

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

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

~~[Annexure Schedule]~~

Annexure Schedule 1

Insert type of instrument

Easement	Dated		Page	1	of	5	Pages

Continue in additional Annexure Schedule, if required.

1. Definitions

In this Easement Instrument, unless the context otherwise requires:

"Dominant Tenement" means each area of land described as the Dominant Tenement in Schedule A of this Easement Instrument;

"Grantee" means each registered proprietor of each Dominant Tenement in respect of that Dominant Tenement only and includes that Grantee's servants, tenants, agents, employees, contractors, licensees and invitees of the Grantee but does not include members of the general public;

"Grantor" means each registered proprietor of each Servient Tenement in respect of that Servient Tenement only;

"Licence" means the Crown Forest Licence registered under section 30 of the Crown Forests Assets Act 1989 as more particularly described in Computer Interest Register SA50D/250 (South Auckland Registry) and includes any substitute Computer Interest Register(s) issued in respect of the Licence as a result of the issue of a separate CFR for the Dominant Tenement or the Servient Tenement;

"Licensee" means the registered proprietor of the Licence; and

"Servient Tenement" means each area of land described as the Servient Tenement in Schedule A of this Easement Instrument.

2. Construction

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

2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;

2.2 references to Clauses and the Schedule are to the clauses and the schedule of this Easement Instrument;

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

2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

3. Grant of Access Rights

3.1 The Grantor hereby grants to the Grantee a right of way over those parts of the Servient Tenement shown in Schedule A of this Easement Instrument ("Easement Area") together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.

3.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall observe the obligations imposed on it under this Easement Instrument.

Annexure Schedule 1

Insert type of instrument							
Easement	Dated		Page	2	of	5	Pages

Continue in additional Annexure Schedule, if required.

4. Obligations of the Grantee

The rights and powers conferred under clause 3 are granted subject to the following conditions and obligations:

4.1 The Grantee shall when passing or repassing over the Servient Tenement:

(a) wherever possible, remain on the roads and tracks constructed on the Easement Area and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;

(b) not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;

(c) shall not use or operate or cause to be used or operated any welding equipment on the Servient Tenement without the prior written permission of the Grantor;

(d) immediately after passing through any gates on the Servient Tenement, close such of them as were closed and lock such of them as were locked immediately before such passing through;

(e) take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Servient Tenement, on any surrounding or adjoining land, forest or water, or to any forest produce on the Servient Tenement, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 4.1(e)):

(i) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and

(ii) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.

4.2 Subject to clauses 4.4 and 4.7, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.

4.3 Subject to clauses 4.4, 4.7 and 5, in the event that the Grantor's roads, tracks and other structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements shall be at the sole cost of the Grantee.

4.4 When carrying out any repairs or improvements to a road under clauses 4.2 and 4.3, the Grantee shall not:

(a) widen the road; or

(b) alter the location of the road; or

(c) alter the way in which the run-off from the road is disposed of; or

(d) change the nature of the road surface; or

Annexure Schedule 1

Insert type of instrument

Easement	Dated		Page 3 of 5 Pages

Continue in additional Annexure Schedule, if required.

(e) park or store equipment or material on the Servient Tenement,

without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed. Whilst the licence referred to in clause 7 remains in force, the Grantee must also secure the prior written approval of the Licensee.

4.5 The Grantee shall not exhibit any notice or sign on the Servient Tenement without prior written consent of the Grantor (as to style, content, wording, size and location) provided that such consent not to be unreasonably or arbitrarily withheld.

4.6 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees or contractors in its or their normal or reasonable use of the Servient Tenement.

4.7 The Grantee shall not erect any structures on the Servient Tenement or make any additions or alterations to existing structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed;

4.8 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Servient Tenement nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor;

4.9 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Servient Tenement, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor; and

4.10 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.

5. Maintenance

5.1 Subject to clauses 5.2 to 5.5, if the Grantee's use of the right of way is sufficient to require a contribution to maintenance costs, then the Grantor may charge the Grantee for maintenance based on actual costs and actual use by the Grantee.

5.2 The Grantor and the Grantee acknowledge that the road established on the Easement Area is part of a private forestry road ("Roadway") and will be used by other persons including the Licensee.

5.3 The Grantor and Grantee shall in good faith seek to discuss and agree between them and all other persons with rights of access over the Roadway a maintenance plan on matters including:

(a) the party or parties responsible for undertaking the maintenance and upgrade works (if required) to the Roadway;

(b) the timing and standard of maintenance and upgrade works (as appropriate);

Annexure Schedule 1

Insert type of instrument							
Easement	Dated		Page	4	of	5	Pages

Continue in additional Annexure Schedule, if required.

(c) the reasonable apportionment of costs of any maintenance and upgrade works between the various users of the Roadway as determined by the frequency and nature of use (which may assume the form of a unit charge or annual payment system together with the establishment of a sinking fund); and

(d) any other matter relating to maintenance of the Roadway as the Grantor, Grantee, the Licensee and/or other users of the Roadway considers necessary; and

(e) such maintenance plan shall incorporate appropriate processes to review and update the maintenance plan annually.

5.4 The Grantee shall be liable for the cost of making good any damage to the Roadway subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantee.

5.5 The Grantor shall be liable for the cost of making good any damage to the Roadway subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantor.

6. Costs

6.1 The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Easement Instrument,

7. Existing Forestry Licence

7.1 The Grantor and the Grantee record that at the time that this easement is granted the Dominant Tenement and the Servient Tenement are both subject to a Crown Forestry licence under section 30 of the Crown Forests Assets Act 1989 as more particularly described in Computer Interest Register SA50D/250 (South Auckland Registry). This Easement Instrument is entered into subject to, and does not override, the terms of the Licence.

8. Delegation

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

9. Notices

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

(a) The Grantor's address as set out in paragraph 1 of the Schedule for Notices; and

(b) The Grantee's address as set out in paragraph 2 of the Schedule for Notices.

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

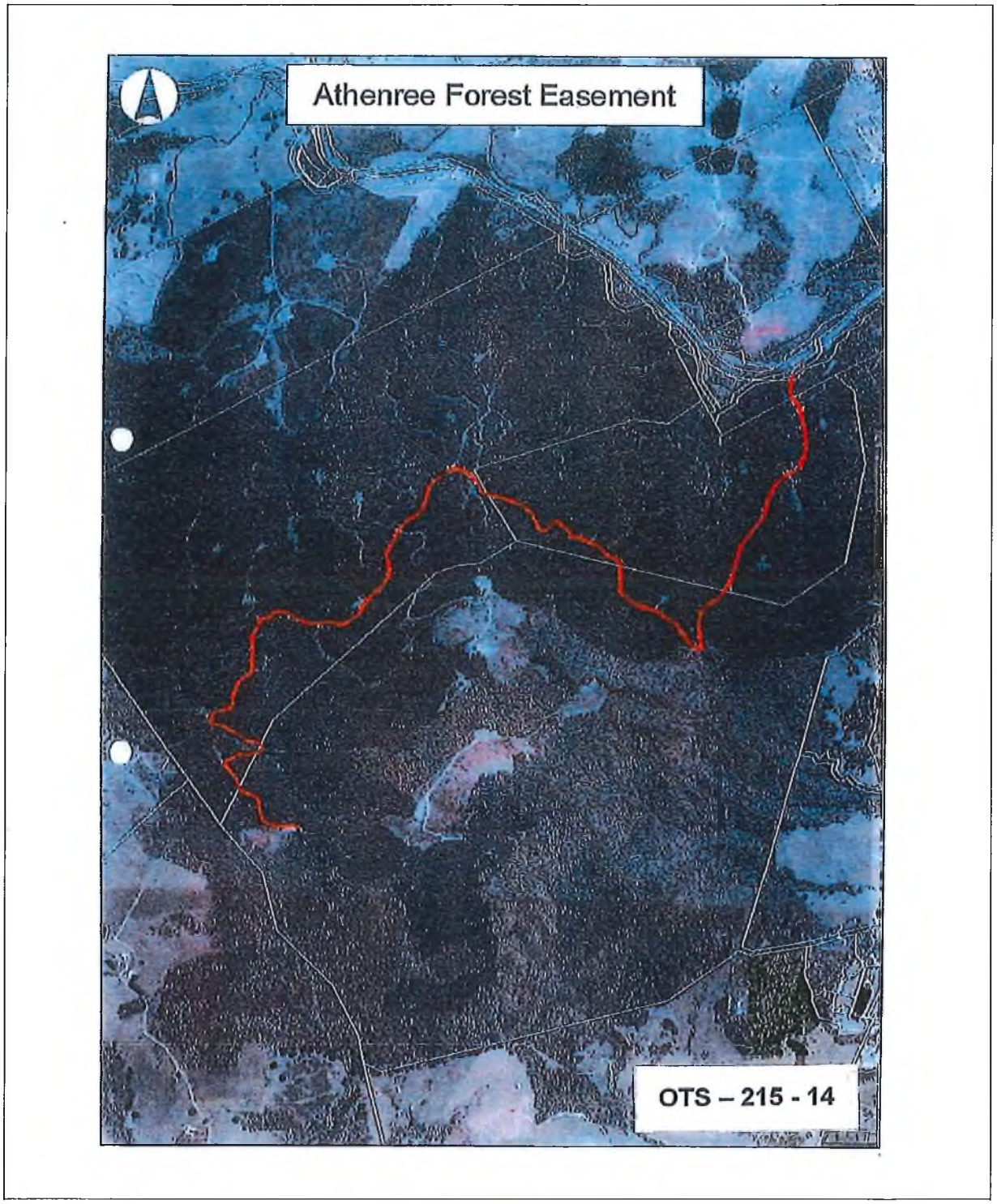
7: ENCUMBRANCES FOR LICENSED LAND

Annexure Schedule 2

Insert type of Instrument

Easement	Dated		Page	1	of	[ ]	Pages

Continue in additional Annexure Schedule, if required.

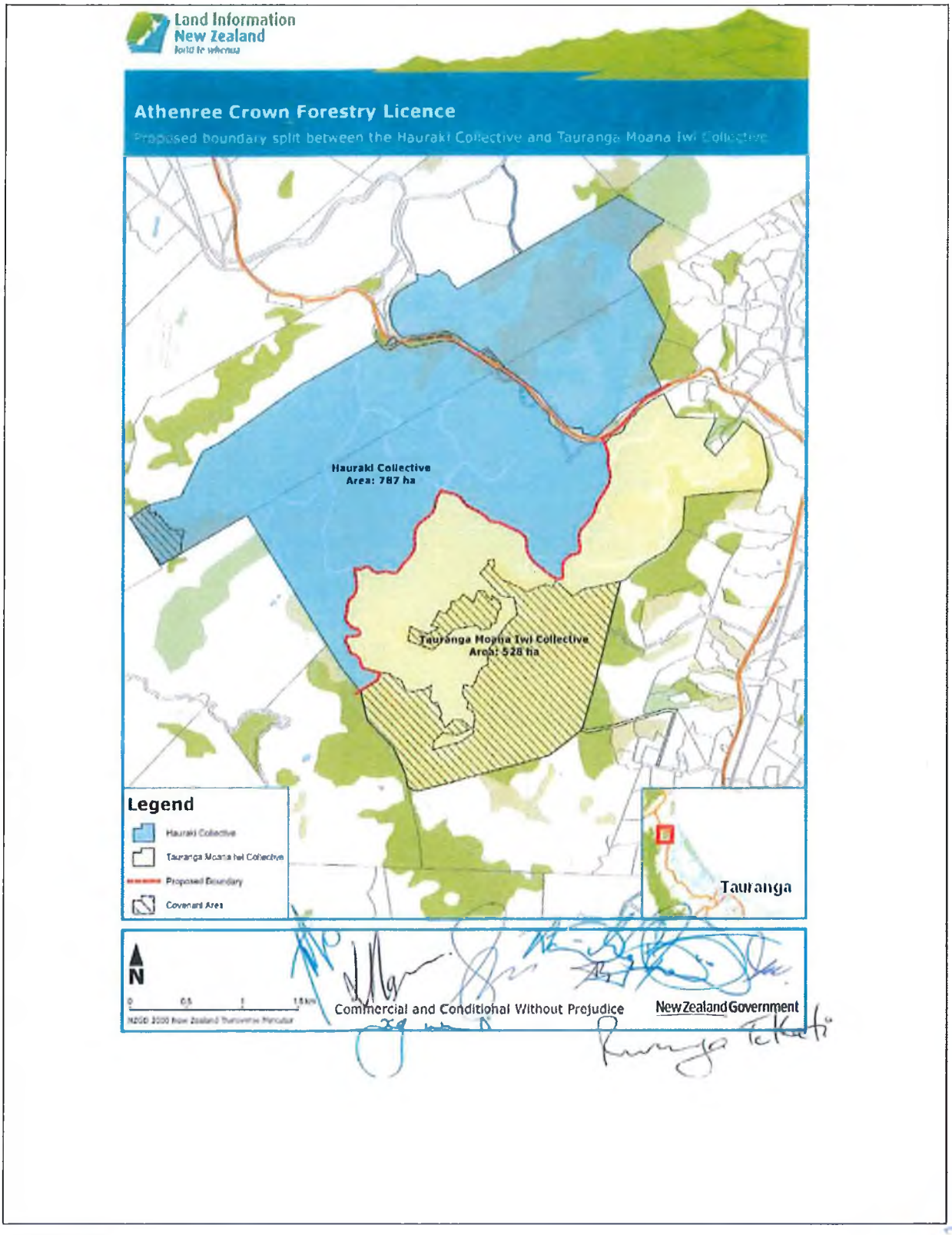


Annexure Schedule 3

Insert type of instrument

Easement	Dated		Page	1	of	[ ]	Pages

Continue in additional Annexure Schedule, if required.



7.5 Easement in relation to Whangapoua Forest

7: ENCUMBRANCES FOR LICENSED LAND

[To be inserted prior to deed signing]

8 ENCUMBRANCES FOR DEFERRED SELECTION PROPERTIES

8.1 Conservation Covenant – Tairua Forest Conservation Area

8.2 Conservation Covenant – Conservation Area - Kitahi

8.3 Conservation Covenant – Conservation Area - Hikuai

8.4 Conservation Covenant – Conservation Area – Kitahi site B

8.5 Conservation Covenant – Conservation Area – Oteao Stream

8.6 Conservation Covenant – Conservation Area – Mangarehu Stream