

**SCHEDULE TO THE DEED OF SETTLEMENT**

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## **PART 1: VISION AND STRATEGY FOR THE WAIKATO RIVER**

### **VISION FOR THE WAIKATO RIVER**

Tooku awa koiora me oona pikonga he kura tangihia o te maataamuri

*"The river of life, each curve more beautiful than the last"*

Our vision is for a future where a healthy Waikato River sustains abundant life and prosperous communities who, in turn, are all responsible for restoring and protecting the health and wellbeing of the Waikato River, and all it embraces, for generations to come.

### **OBJECTIVES FOR THE WAIKATO RIVER**

In order to realise the vision, the following objectives will be pursued:

- A. The restoration and protection of the health and wellbeing of the Waikato River.
- B. The restoration and protection of the relationship of Waikato-Tainui, with the Waikato River, including their economic, social, cultural, and spiritual relationships.
- C. The restoration and protection of the relationship of Waikato River Iwi according to their tikanga and kawa, with the Waikato River, including their economic, social, cultural and spiritual relationships.
- D. The restoration and protection of the relationship of the Waikato Region's communities, with the Waikato River, including their economic, social, cultural and spiritual relationships.
- E. The integrated, holistic and co-ordinated approach to management of the natural, physical, cultural and historic resources of the Waikato River.
- F. The adoption of a precautionary approach towards decisions that may result in significant adverse effects on the Waikato River, and in particular those effects that threaten serious or irreversible damage to the Waikato River.
- G. The recognition and avoidance of adverse cumulative effects, and potential cumulative effects, of activities undertaken both on the Waikato River and within its catchments on the health and wellbeing of the Waikato River.
- H. The recognition that the Waikato River is degraded and should not be required to absorb further degradation as a result of human activities.
- I. The protection and enhancement of significant sites, fisheries, flora and fauna.
- J. The recognition that the strategic importance of the Waikato River to New Zealand's social, cultural, environmental and economic wellbeing, requires the restoration and protection of the health and wellbeing of the Waikato River.

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- K. The restoration of water quality within the Waikato River so that it is safe for people to swim in and take food from over its entire length.
- L. The promotion of improved access to the Waikato River to better enable sporting, recreational, and cultural opportunities.
- M. The application to the above of both maatauranga Maaori and latest available scientific methods.

### **STRATEGIES FOR THE WAIKATO RIVER**

To achieve the objectives, the following strategies will be followed:

1. Ensure that the highest level of recognition is given to the restoration and protection of the Waikato River.
2. Establish what the current health status of the Waikato River is by utilising matauranga Maaori and latest available scientific methods.
3. Develop targets for improving the health and wellbeing of the Waikato River by utilising maatauranga Maaori and latest available scientific methods.
4. Develop and implement a programme of action to achieve the targets for improving the health and wellbeing of the Waikato River.
5. Develop and share local, national and international expertise, including indigenous expertise, on rivers and activities within their catchments that may be applied to the restoration and protection of the health and wellbeing of the Waikato River.
6. Recognise and protect waahi tapu and sites of significance to Waikato-Tainui and other Waikato River iwi (where they do decide) to promote their cultural, spiritual and historic relationship with the Waikato River.
7. Recognise and protect appropriate sites associated with the Waikato River that are of significance to the Waikato regional community.
8. Actively promote and foster public knowledge and understanding of the health and wellbeing of the Waikato River among all sectors of the Waikato regional community.
9. Encourage and foster a "whole of river" approach to the restoration and protection of the Waikato River, including the development, recognition and promotion of best practice methods for restoring and protecting the health and wellbeing of the Waikato River.
10. Establish new, and enhance existing, relationships between Waikato-Tainui, other Waikato River iwi (where they so decide), and stakeholders with an interest in advancing, restoring and protecting the health and wellbeing of the Waikato River.
11. Ensure that cumulative adverse effects on the Waikato River of activities are appropriately managed in statutory planning documents at the time of their review.
12. Ensure appropriate public access to the Waikato River while protecting and enhancing the health and wellbeing of the Waikato River.

## **PART 2: PROCESS TO REVIEW VISION AND STRATEGY**

### **Review of Vision and Strategy**

- 1 During any review of the vision and strategy, the Waikato River Authority may:
  - 1.1.1 consult with such persons and organisations as the Authority considers appropriate;
  - 1.1.2 seek any information and commission any reports as the Authority considers appropriate; and
  - 1.1.3 take any other actions that the Authority considers appropriate.
- 2 If, following the review of the vision and strategy, the Waikato River Authority considers that an amendment to the vision and strategy may be appropriate, the Waikato River Authority will prepare a draft vision and strategy and will follow the process in clauses 3 to 17 below.

### **Preparation of Draft Vision and Strategy**

- 3 During the preparation of a draft vision and strategy, the Waikato River Authority will consult with:
  - 3.1.1 the Minister for the Environment, Minister of Conservation and Minister of Fisheries, and relevant government departments;
  - 3.1.2 relevant iwi authorities; and
  - 3.1.3 relevant local authorities.
- 4 During the preparation of a draft vision and strategy:
  - 4.1.1 the Waikato River Authority may consult with any other person or organisation; and
  - 4.1.2 may seek any information, commission any reports or take any other action considered appropriate by the Authority.

### **Public Notice of Draft Vision and Strategy**

- 5 Once the draft vision and strategy has been prepared, the Authority will give public notice of the draft vision and strategy and call for public submissions.
- 6 The public notice under clause 5 will be by notice in a daily newspaper or newspapers circulating in the Waikato region, and by any other method that the Authority considers appropriate.

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- 7 The Authority will ensure that the draft vision and strategy is available for public inspection at appropriate locations to facilitate public participation in the development of the vision and strategy.
- 8 The public notice identified in clause 5 must:
  - 8.1.1 state that the draft vision and strategy is available for inspection at the places and times specified in the notice; and
  - 8.1.2 call upon interested persons or organisations to lodge with the Waikato River Authority submissions on the draft vision and strategy, at the place and before the date specified in the notice, being a date not less than 20 business days after the date of the public notice.
- 9 The Authority will also give notice in writing, including a copy of the draft vision and strategy, to the persons or organisations who provided comment under clauses 3 and 4, inviting those persons or organisations to provide a written submission to the Authority on the draft vision and strategy before the date specified in the public notice.
- 10 Any person or organisation may make a written submission on the draft vision and strategy at the place and before the date specified in the public notice or notice given under clause 9
- 11 A submission must include a statement as to whether the person or organisation wishes to be heard in support of that submission.

### **Hearing of Submissions**

- 12 The Waikato River Authority will give every person or organisation who or which, in making any submission on the draft vision and strategy, asked to be heard in support of any submission a reasonable opportunity of appearing before the Authority.
- 13 The Authority must give notice in writing of not less than 10 business days to any person or organisation that has asked to be heard in support of a submission, and such notice must specify the dates, times and places of any hearings.
- 14 In hearing submissions on the vision and strategy, the Waikato River Authority may:
  - 14.1.1 appoint a committee to hear submissions;
  - 14.1.2 appoint to that committee any person that the Waikato River Authority considers to be appropriately qualified to hear submissions whether or not they are a member of the Waikato River Authority;
  - 14.1.3 request any person or organisation to provide further information or evidence in support of a submission;
  - 14.1.4 commission reports, or take any other action considered appropriate by the Waikato River Authority in relation to the hearing of submissions; and
  - 14.1.5 otherwise regulate its procedures as it sees fit.

**Decision on Vision and Strategy**

- 15 Once the Waikato River Authority has completed the hearing and consideration of submissions, the Waikato River Authority will either:
- 15.1.1 notify the Crown and other appointers to the Waikato River Authority that it does not intend to make a recommendation that the vision and strategy be amended; or
  - 15.1.2 recommend to the Crown and other appointers to the Waikato River Authority that the vision and strategy be amended, and such a recommendation must set out in full the amended vision and strategy.
- 16 The Waikato River Authority may only make a recommendation that the vision and strategy be amended if such an amendment would be consistent with the overarching purpose of the settlement, being the restoration and protection of the health and wellbeing of the Waikato River for future generations.
- 17 In making a decision under clause 15, the Waikato River Authority must:
- 17.1.1 seek to identify all reasonably practicable options for the achievement of the overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations;
  - 17.1.2 assess those options by considering (including where practicable a quantification of the benefits and costs of each option):
    - (a) the benefits and costs of each option in terms of the present and future social, economic, environmental, and cultural well-being of the communities associated with the Waikato River; and
    - (b) the extent to which the vision and strategy would be promoted or achieved in an integrated and efficient manner by each option.
- 18 The Waikato River Authority must include in the notification or recommendation under clause 15 a report summarising its assessment under clause 17.

## PART 3: WAIKATO RIVER AUTHORITY

### Legal status

- 1 The settlement legislation will provide that:
  - 1.1 the Waikato River Authority is a body corporate separate from:
    - 1.1.1 its appointers, employees, and members; and
    - 1.1.2 the Waikato Regional Council and the territorial authorities referred to in clause 2.1.7.
  - 1.2 the duty of the members of the Waikato River Authority is to act to achieve the purpose of the Waikato River Authority.

### Membership

- 2 The settlement legislation will provide that:

#### *Composition of membership*

- 2.1 the Waikato River Authority consists of 10 members being:
  - 2.1.1 1 member appointed by the Waikato Raupatu River Trust;
  - 2.1.2 1 member appointed by the trustees of the Te Arawa River Iwi Trust;
  - 2.1.3 1 member appointed by the Tuuwharetoa Maaori Trust Board;
  - 2.1.4 1 member appointed by the Raukawa Trust Board;
  - 2.1.5 1 member appointed by the Maniapoto Maaori Trust Board;
  - 2.1.6 1 member appointed by the Minister for the Environment in consultation with the Minister of Finance, the Minister of Local Government and the Minister of Maaori Affairs on the recommendation of the Waikato Regional Council;
  - 2.1.7 1 member appointed by the Minister for the Environment in consultation with the Minister of Finance, the Minister of Local Government and the Minister of Maaori Affairs from persons recommended by the territorial authorities (other than the Auckland Council) whose boundaries fall within, or partly within, areas A and B on the SO plan; and
  - 2.1.8 3 members appointed by the Minister for the Environment in consultation with the Minister of Finance and the Minister of Maaori Affairs;
- 2.2 in appointing members to the Waikato River Authority under clause 2.1.8, the appointing Minister:

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- 2.2.1 may seek recommendations from persons whom the Minister considers appropriate;
- 2.2.2 must have regard to the members already appointed to the Waikato River Authority to ensure that the membership reflects a balanced mix of knowledge and experience in relation to the Waikato River; and
- 2.2.3 must ensure that at least 2 of the members appointed under clauses 2.1.6 to 2.1.8 are ordinarily resident in the Waikato Region;
- 2.3 in recommending a person for appointment as a member of the Waikato River Authority a local authority must be satisfied that the person has the skills, knowledge or experience to:
  - 2.3.1 participate effectively in the governance of the Waikato River Authority and the management of its functions; and
  - 2.3.2 to contribute to the achievement of the overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations;
- 2.4 the decision of a local authority to recommend a person for appointment as a member of the Waikato River Authority:
  - 2.4.1 does not require the local authority to undertake consultation; and
  - 2.4.2 does not have the effect of making the Waikato River Authority a council organisation or a council-controlled organisation;
- 2.5 if the Waikato Regional Council fails or omits to make a recommendation under clause 2.1.6 the appointing Minister may appoint a member who, in the opinion of the Minister:
  - 2.5.1 has a sound knowledge of the Waikato region and its communities; and
  - 2.5.2 has the skills, knowledge or experience to:
    - (a) participate effectively in the governance of the Waikato River Authority and the management of its functions; and
    - (b) contribute to the achievement of the overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations;
- 2.6 if the territorial authorities referred to in clause 2.1.7 fail or omit to make a recommendation under clause 2.1.7, the appointing Minister may appoint a member who, in the opinion of the Minister:
  - 2.6.1 has a sound knowledge of local communities associated with the Waikato River and its catchments; and
  - 2.6.2 has the skills, knowledge or experience to:



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- (a) participate effectively in the governance of the Waikato River Authority and the management of its functions; and
- (b) contribute to the achievement of the overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations;

### *Method of appointment and length of membership*

- 2.7 a member is appointed by the appointer of the member giving a written or electronic notice to:
  - 2.7.1 the other appointers; and
  - 2.7.2 the Waikato River Authority;
- 2.8 a notice given under clause 2.7 must state the date on which the appointment starts;
- 2.9 a member:
  - 2.9.1 is appointed for a term of up to 3 years; and
  - 2.9.2 may be reappointed for further terms of up to 3 years each;

### *Cessation of membership*

- 2.10 a member whose term of appointment has ended under clause 2.9.1 continues to hold office until:
  - 2.10.1 the member is reappointed; or
  - 2.10.2 the appointer of the member appoints a successor for the member;
- 2.11 a member may resign from the Waikato River Authority by giving 4 weeks' written or electronic notice to:
  - 2.11.1 the appointers; and
  - 2.11.2 the other members;
- 2.12 a member is removed as a member of the Waikato River Authority by the appointer of the member giving a written or electronic notice to:
  - 2.12.1 the other appointers; and
  - 2.12.2 the Waikato River Authority;
- 2.13 a notice given under clause 2.12 must state the date on which the appointment stops;
- 2.14 an appointer may give notice under clause 2.12 only if the appointer is satisfied that the member:
  - 2.14.1 is unable to perform the functions of office;

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- 2.14.2 is under a legal incapacity;
  - 2.14.3 is bankrupt;
  - 2.14.4 has neglected his or her duty as a member; or
  - 2.14.5 has been guilty of misconduct;
- 2.15 clause 2.16 applies if:
- 2.15.1 a member dies;
  - 2.15.2 a member's term of appointment ends and the member is not reappointed;
  - 2.15.3 a member resigns; or
  - 2.15.4 a member is removed as a member;
- 2.16 the appointer of the member must appoint a successor to the member as soon as reasonably practicable and within 4 weeks;

### *Vacancies in membership*

- 2.17 clause 2.17 applies if there is a vacancy in the membership of the Waikato River Authority because the appointer named in clauses 2.1.1 to 2.1.5:
- 2.17.1 has not appointed a member; or
  - 2.17.2 has not appointed a successor to a member;
- 2.18 the Waikato Raupatu River Trust may appoint an interim member until the appointer appoints a member or appoints a successor to a member;
- 2.19 the Crown must reduce its representation at meetings held while there is a vacancy to ensure that the number of members appointed under clauses 2.1.6 to 2.1.8 at meetings equals the number of members appointed under clauses 2.1.1 to 2.1.5.

### **Co-chairs**

- 3 The settlement legislation will provide that:
- 3.1 two members of the Waikato River Authority are to be co-chairs;
  - 3.2 the appointers of members under clauses 2.1.6 to 2.1.8 must designate one of those members to be one of the co-chairs;
  - 3.3 the members appointed under clauses 2.1.1 to 2.1.5 must designate one of their number to be one of the co-chairs;
  - 3.4 a co-chair:
    - 3.4.1 holds office for a term of up to 3 years unless before his or her term as co-chair ends he or she ceases to be a member of the Waikato River Authority; and

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- 3.4.2 may hold office for further terms of up to 3 years each for so long as he or she continues to be a member of the Waikato River Authority;
- 3.5 when designating a person to be a co-chair under clauses 3.2 and 3.3 those responsible for making the designation must consider the person's knowledge, experience, and expertise relevant to:
  - 3.5.1 the functions and powers of the Waikato River Authority; and
  - 3.5.2 the role and responsibilities of co-chair of the Waikato River Authority.

### Setting up meetings

- 4 The settlement legislation will provide that:
  - 4.1 the Waikato River Authority:
    - 4.1.1 must hold 4 meetings a year; and
    - 4.1.2 may hold as many more meetings as are necessary to enable the Waikato River Authority to perform its functions and exercise its powers properly;
  - 4.2 the Waikato River Authority must meet within the first 2 months of each financial year;
  - 4.3 at the initial meeting of each financial year, the Waikato River Authority must adopt a schedule of meetings for the coming year;
  - 4.4 notices of meetings must be given as follows:
    - 4.4.1 for the initial meeting of the financial year, the notice must be given at least 5 business days before it;
    - 4.4.2 once the Waikato River Authority has adopted a schedule of meetings:
      - (a) the notice must be given at least 5 business days before the first meeting on the schedule; and
      - (b) a notice to members of the schedule or a change to the schedule constitutes a notice of every meeting on the schedule or the schedule as amended;
    - 4.4.3 the co-chairs must give the notice;
    - 4.4.4 the notice must be given to each member;
    - 4.4.5 the notice must state the date, time, and place of the meeting;
    - 4.4.6 the notice must be given by hand, by post, or by an electronic means; and
    - 4.4.7 except when the Waikato River Authority is meeting to exercise its functions as trustee of the Waikato River Clean-Up Trust, notices of meetings must be published in:

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- (a) one or more daily newspapers circulating in the Waikato region; or
  - (b) one or more other newspapers that have at least an equivalent circulation in the Waikato region;
- 4.5 a member may waive the requirement of giving notice of a meeting to him or her;
- 4.6 a member may request leave of absence from a particular meeting.

### At meetings

- 5 The settlement legislation will provide that:
  - 5.1 the Waikato River Authority must keep and approve the minutes of its meetings;
  - 5.2 the properly kept and approved minutes are prima facie evidence of the business transacted at the meetings;
  - 5.3 a resolution of the Waikato River Authority is valid when the co-chairs certify it;
  - 5.4 a member has the right to attend any meeting, unless lawfully excluded;
  - 5.5 a member unable to attend a meeting in person may attend by way of an electronic means;
  - 5.6 the quorum for meetings is 6 members, who must include:
    - 5.6.1 at least one of the co-chairs; and
    - 5.6.2 three members appointed under clauses 2.1.1 to 2.1.5; and
    - 5.6.3 three members appointed under clauses 2.1.6 to 2.1.8;
  - 5.7 a meeting is properly constituted if a quorum is present;
  - 5.8 at least a quorum must be present during the whole of the time at which the business is transacted at the meeting;
  - 5.9 members may bring to meetings such advisers as the Waikato River Authority considers necessary to facilitate the efficient transaction of the meeting's business;
  - 5.10 except when the Waikato River Authority is meeting to exercise its functions as trustee of the Waikato River Clean-Up Trust, meetings of the Waikato River Authority must be open to the public;
  - 5.11 despite clause 5.10, the co-chairs may:
    - 5.11.1 exclude the public from any meeting, or any part of a meeting, of the Waikato River Authority:
      - (a) if attendance of the public would result in disclosure of information for which, in the opinion of the co-chairs, good reason exists for withholding the information; or

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- (b) to enable the Waikato River Authority to deliberate in private;
- 5.11.2 require a member of the public to leave a meeting if, on reasonable grounds, the co-chairs believe that the behaviour of the member of the public is likely to prejudice or continue to prejudice the orderly conduct of the meeting;
- 5.12 a member of the public required to leave a meeting who refuses or fails to do so or attempts to re-enter without permission may be removed by a constable or an officer or employee of the Waikato River Authority;
- 5.13 for the purposes of clauses 5.10 to 5.12 "public" includes bona fide members of the news media.

### **Decision-making**

- 6 The settlement legislation will provide that:
  - 6.1 members must reach decisions pursuing:
    - 6.1.1 the highest level of good faith engagement; and
    - 6.1.2 consensus decision-making;
  - 6.2 members must approach decision-making in a manner that is consistent with, and reflects, the purpose of the Waikato River Authority.

### **Decisions by Minister and nominated person**

- 7 The settlement legislation will provide that:
  - 7.1 if the members of the Waikato River Authority are unable to reach a decision as described in clause 6.1, they must refer the matter to:
    - 7.1.1 the Minister for the Environment or another Minister nominated by the Minister for the Environment; and
    - 7.1.2 a person nominated by the members appointed under clauses 2.1.1 to 2.1.5;
  - 7.2 when referring a matter to a Minister and a nominated person under clause 7.1, the members of the Waikato River Authority must provide the Minister and the nominated person with a written statement of the matters in disagreement and the reasons for the disagreement;
  - 7.3 the Minister and the nominated person must work in good faith to resolve the matter;
  - 7.4 if the Minister and the nominated person reach agreement on a resolution of the matter, they must notify the Waikato River Authority of the recommended resolution;
  - 7.5 after receiving a recommendation under clause 7.4, the members of the Waikato River Authority must seek to resolve the matter;

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- 7.6 if within 20 business days of receiving a recommendation under clause 7.4 the members of the Waikato River Authority have not resolved the matter, the recommendation becomes binding and the Waikato River Authority must give effect to it;
- 7.7 if within 30 business days of receiving a referral under clause 7.1 the Minister and the nominated person do not reach agreement on a resolution, they must advise the Waikato River Authority that the matter has not been resolved.

### **Members bound by decisions**

- 8 The settlement legislation will provide that:
- 8.1 members are bound by the decisions and recommendations made by the Waikato River Authority and by recommendations of the Minister and the nominated person that have become binding under clause 7.6; and
- 8.2 members must not take steps to undermine the decisions and recommendations.

### **Validity and invalidity**

- 9 The settlement legislation will provide that:
- 9.1 the appointment of a member is not invalid because of a defect in the appointment;
- 9.2 a meeting is not invalid if a member does not receive a notice of the meeting or does not receive it in time unless:
- 9.2.1 the person responsible for giving the notice is proved to have acted in bad faith or without reasonable care; and
- 9.2.2 the member concerned did not attend the meeting;
- 9.3 a meeting is not invalid if notice of the meeting is not published as required by clause 4.4.7 or is not published in time; and
- 9.4 nothing done by the Waikato River Authority is invalid because of:
- 9.4.1 a vacancy in the membership of the Waikato River Authority at the time the thing was done; or
- 9.4.2 the subsequent discovery of a defect in the appointment of a person acting as a member; or
- 9.4.3 the subsequent discovery that the person was incapable of being a member; or
- 9.4.4 a member contravenes clauses 10.1.1 or 10.1.2.

### Conflict management

- 10 The settlement legislation will provide that:
- 10.1 if a member has a material interest in the performance of a function, exercise of a power or making of a decision or recommendation by the Waikato River Authority:
    - 10.1.1 the member must declare the nature of the interest:
      - (a) at a meeting of the Waikato River Authority; and
      - (b) to the co-chairs; or
      - (c) if the member is a co-chair, to the member's appointer;
    - 10.1.2 the member must not take part in any deliberations or proceedings, including any form of decision-making, concerning the matter in which the member has a material interest;
    - 10.1.3 the co-chairs, or either of them, may require the member to leave the meeting; and
    - 10.1.4 if the member does not leave the meeting, the co-chairs, or either of them, may adjourn the meeting until the member does leave;
  - 10.2 if the member contravenes clauses 10.1.1 or 10.1.2:
    - 10.2.1 his or her participation in the decision will not be counted;
    - 10.2.2 the member will not be counted in the quorum present at the meeting;
    - 10.2.3 the co-chairs must:
      - (a) as soon as practicable after becoming aware that a member has contravened clauses 10.1.1 or 10.1.2, report the contravention to the appointers; and
      - (b) record the contravention in the annual report of the Waikato River Authority;
  - 10.3 a material interest arises when a member:
    - 10.3.1 is a party to, or will derive a material financial benefit from, the transaction or matter; or
    - 10.3.2 has a material financial interest in another party to the transaction, or in a person to whom the matter directly relates; or
    - 10.3.3 is a director, officer, member, or trustee of another party to, or a person who will or may derive a material financial benefit from, the transaction or matter; or

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- 10.3.4 is the parent, child, spouse, civil union partner, or de facto partner of another party to, or a person who will or may derive a material financial benefit from, the transaction or matter; or
- 10.3.5 through their membership of a local authority, public body, group, organisation, or iwi has a vested interest in the subject-matter under consideration of such a nature that any decision in which the member participated would be, or would have the appearance of being, improperly influenced by that interest or connection; but
- 10.3.6 does not arise:
- (a) merely because the member is a ratepayer; or
  - (b) merely because the member is a member of a local authority; or
  - (c) merely because the member is a member of an iwi or hapuu; or
  - (d) merely because the economic, social, cultural and spiritual values of any iwi or hapuu and their relationships with the Waikato River are advanced by or reflected in:
    - i. the subject matter under consideration;
    - ii. any decision by or recommendation of the Waikato River Authority; or
    - iii. participation in the matter by the member;
- 10.4 members whose appointment was recommended by, or who are members of, a local authority are not:
- 10.4.1 disqualified from participating in any decision-making by the local authority by virtue of being a member or participating in making a decision of the Waikato River Authority;
- 10.4.2 bound by the provisions of the Local Government Act 2002 when acting or making decisions as a member of the Waikato River Authority; or
- 10.4.3 bound to consult with or seek direction from the local authority.

### Administration

- 11 The settlement legislation will provide that:
- 11.1 the Crown bears the reasonable operational costs of the Waikato River Authority;
- 11.2 there shall be paid to members of the Waikato River Authority, out of money appropriated by Parliament:
- 11.2.1 fees as determined by the Minister of Finance in accordance with the fees framework; and



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- 11.2.2 in accordance with the fees framework, reimbursing allowances or actual and reasonable expenses incurred in undertaking the functions and duties of the Waikato River Authority;
- 11.3 in clause 11.2, fees framework means the framework determined by the Government from time to time for the classification and remuneration of statutory and other bodies in which the Crown has an interest;
- 11.4 a member is not entitled to compensation or any other payment or benefit if he or she ceases for any reason to be a member of the Waikato River Authority;
- 11.5 a member is not liable for anything done or omitted in good faith in the performance of the functions of the Waikato River Authority or the exercise of its powers.

### Reporting and audit

- 12 The settlement legislation will provide that:
  - 12.1 no later than 4 months after the end of each financial year, the Waikato River Authority must provide a report to the appointers;
  - 12.2 the report must be signed by the co-chairs and include (but not be limited to) the following information:
    - 12.2.1 the dates and times of meetings of the Waikato River Authority that occurred during that year;
    - 12.2.2 details of any advice and recommendations made by the Waikato River Authority during that year;
    - 12.2.3 the outcomes achieved by the Waikato River Authority during that year;
    - 12.2.4 the results of monitoring carried out by the Waikato River Authority during the year;
    - 12.2.5 any other activities undertaken by the Waikato River Authority during that year;
    - 12.2.6 details (including approved and paid funding) of initiatives and activities funded during that year by the Waikato River Clean-up Trust;
    - 12.2.7 the annual financial statements of the Waikato River Authority for that year;
    - 12.2.8 the annual financial statements of the Waikato River Clean-up Trust for that year;
    - 12.2.9 for each member, the total value of fees, allowances, reimbursements or other benefits paid or payable to the member during that year;
    - 12.2.10 the Auditor-General's audit report for that year; and
    - 12.2.11 any other information that is necessary to enable an informed assessment to be made of the operations and performance of the Waikato River Authority for that year;

## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

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- 12.3 the Waikato River Authority must publish every report;
- 12.4 no later than 6 months after the end of each financial year, the Waikato River Authority must hold an annual meeting;
- 12.5 notices of the annual meetings must be given as follows:
  - 12.5.1 to the appointers at least 10 business days before the meeting is to be held;
  - 12.5.2 by the co-chairs;
  - 12.5.3 by hand, by post, or by an electronic means;
- 12.6 notices of the annual meeting must include the annual reports and any other information that the Waikato River Authority considers the appointers may require to assess the activities of the Authority during the year in question; and
- 12.7 the Waikato River Authority is a public entity as defined in section 4 of the Public Audit Act 2001 and, in accordance with that Act, the Auditor-General is its auditor.

### **Access to information**

- 13 The settlement legislation will provide that:
  - 13.1 any member of the public may, without payment of a fee, inspect, during normal business hours:
    - 13.1.1 at least 2 business days before a meeting of the Waikato River Authority, copies of agendas and reports circulated to members relating to the meeting; and
    - 13.1.2 copies of minutes of a meeting or part of a meeting (not being a meeting where the public was excluded);
  - 13.2 the co-chairs of the Waikato River Authority may classify reports, minutes, documents or parts of reports, minutes or documents, or classes of document as confidential in which case they must be withheld from inspection by a member of the public;
  - 13.3 any member of the public who inspects a document may take notes and, on payment of any fee the Waikato River Authority may prescribe, obtain from the Waikato River Authority a copy of any part of a document inspected by the member of the public;
  - 13.4 any defamatory matter in a document inspected by a member of the public under clause 13.1 shall be privileged unless, in any proceedings for defamation in respect of that publication, the plaintiff proves that, in publishing the matter, the defendant was predominantly motivated by ill will towards the plaintiff;
  - 13.5 any oral statement made at any meeting of the Waikato River Authority shall be privileged, unless, in any proceedings for defamation in respect of the statement, the plaintiff proves that, in making the statement, the defendant was predominantly motivated by ill will towards the plaintiff; and

## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

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- 13.6 the privilege conferred in clauses 13.4 and 13.5 is in addition to and not in substitution for or derogation of any other privilege, whether absolute or qualified, that applies, by virtue of any other enactment or rule of law, to the proceedings of the Waikato River Authority.

### **First steps**

- 14 The settlement legislation will provide that:
- 14.1 the terms of membership of the initial members are as follows:
    - 14.1.1 for the purposes of clauses 2.1.4 and 2.1.5, the initial members are appointed for terms of three years;
    - 14.1.2 for the purposes of clauses 2.1.2, and 2.1.3, the initial members are appointed for terms of two years;
    - 14.1.3 for the purposes of clause 2.1.1, the initial member is appointed for a term of 5 years;
    - 14.1.4 for the purposes of clauses 2.1.6 and 2.1.7, the initial members are appointed for terms of two years; and
    - 14.1.5 for the purposes of clause 2.1.8, the initial members are appointed for terms of three years;
  - 14.2 the Waikato River Authority must have its first meeting within three months of the commencement date;
  - 14.3 the initial co-chairs are:
    - 14.3.1 the member appointed under clause 2.1.1; and
    - 14.3.2 one of the members appointed under clause 2.1.8;
  - 14.4 despite clause 3.4.1, for not less than 5 years following the commencement date the member appointed under clause 2.1.1 will be the designated co-chair under clause 3.3.

## PART 4: TERMS OF WAIKATO RIVER CLEAN-UP TRUST

### 1 INTERPRETATION

1.1 In this part, unless the context require otherwise-

**Conflict Transaction** has the meaning given to it in clause 12.1.

**Financial Year** means the period of 1 year commencing on 1 July in each calendar year.

**Insurance Policy** means any policy of insurance and any policy of assurance.

**Objects** means the objects of the Trust described in clause 3.1.

**Property** means all property (whether real or personal) and includes choses in action, rights, interests and money.

**River iwi** means-

- (a) Waikato-Tainui; and
- (b) Maniapoto; and
- (c) Raukawa; and
- (d) Te Arawa; and
- (e) Ngaati Tuwharetoa.

**Security** means any share, stock, debenture, debenture stock, bond, note, option, or form of other security.

**Scoping Study** means the independent scoping study commissioned and funded by the Crown under the 2008 deed to:

- (a) identify rehabilitation priorities in relation to the Waikato River and the likely cost of those priority activities; and
- (b) provide useful background information to the establishment and operation of the Trust.

**Tax Act** means the Income Tax Act 2007.

**Trust** means the trust established by settlement legislation, on the terms set out in this part or otherwise specified in the settlement legislation.

## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

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**Trust Fund** means the Property that is from time to time received and held by the Trustee on the terms of the Trust (whether received from the Crown or otherwise) and any growth in that Property that is from time to time held by the Trustee on the terms of the Trust.

**Trustee** means the Waikato River Authority.

**Waikato River** means the Waikato River from Te Taheke Hukahuka to Te Puuaha o Waikato, and includes the Waipaa River from its junction with the Puuniu River to its junction with the Waikato River, being the parts of those rivers shown as located within the areas marked "A" and "B" on SO Plan 409144.

### 2 NAME OF TRUST

The Trust is known as the Waikato River Clean-Up Trust but the Trustee may amend or change the name by deed.

### 3 OBJECTS OF TRUST

3.1 The Trust is a trust for charitable purposes and the Trust Fund must be applied and used exclusively by the Trustee for projects to restore and protect the health and wellbeing of the Waikato River.

3.2 Wherever possible, the Objects are to be interpreted having adequate regard to:

- (a) the vision and strategy; and
- (b) the Scoping Study.

### 4 APPLICATION OF INCOME

4.1 The Trustee may at any time, after payment of or provision for all costs, charges and expenses of the Trustee in respect of the establishment, management and administration of the Trust, pay or apply all or any of the income of the Trust to promote or advance such of the Objects as the Trustee determines.

### 5 APPLICATION OF CAPITAL

5.1 The Trustee may at any time pay or apply all or any of the capital of the Trust to promote or advance such of the Objects as the Trustee determines.

### 6 APPLICATION FOR FUNDING

6.1 The Trustee must devise an appropriate process for inviting and dealing with applications to the Trust for funding for projects to restore and protect the health and wellbeing of the Waikato River.

6.2 Funding will be available on a contestable basis for use in projects to achieve the object of the trust that are:

## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

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- 6.2.1 proposed by any applicants (including Waikato-Tainui, Maniapoto, Raukawa, Te Arawa , Ngaati Tuuwharetoa, other iwi, local authorities, landowners or others) furnishing to the Trustee detailed applications in such form as the trustee may from time to time require; and
- 6.2.2 considered by the Trustee under a process devised by the Trustee to ensure appropriate contestability and efficiency in allocation of the trust fund; and
- 6.2.3 approved by the Trustee after due consideration.
- 6.3 The Trustee must-
- (a) prepare an annual plan or similar strategy document that identifies priority areas for funding, consistent with the Objects; and
  - (b) identify the criteria, based on relevant factors, to be applied by the Trustee in approving or rejecting applications; and
  - (c) make public both the annual plan (or other strategy document) and the criteria.
- 6.4 The process devised by the Trustee must be designed to ensure to the extent reasonably possible:
- (a) the targeting of funding to priority areas identified by the Trustee in its annual plans; and
  - (b) preference being given to projects that achieve practical results over mere research projects;
  - (c) contestability in the allocation of funds from the Trust Fund; and
  - (d) efficiency in the allocation and use of the funds from the Trust Fund (including having particular regard to the desirability of applicants using alternative sources of funds available to applicants); and
  - (e) accountability by the applicants for the use of funds granted; and
  - (f) that adequate regard is given to the vision and strategy; and
  - (g) that adequate regard is given to the Scoping Study and any other relevant research; and
  - (h) that adequate regard is given to the extent to which projects would further iwi environmental plans, in the case of applications from iwi or applications based on maatauranga Maaori or on the mauri of the Waikato River.
- 6.5 The Trustee must devise appropriate forms or templates for applications that will ensure that the information provided by applicants to the Trustee is sufficient to enable the Trustee to make properly informed decisions by being:

## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

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- (a) complete; and
- (b) supported by adequate technical material and other submissions and evidence; and
- (c) timely.

6.6 The Trustee must only approve an application for funding:

- (a) after due consideration; and
- (b) subject to adequate and appropriate accountability requirements being imposed on the applicant:
  - (i) for achievement of targets or milestones; and
  - (ii) for reporting back to the Trustee on the use of funds and results achieved; and
  - (iii) that do not impose unduly onerous obligations on applicants with limited infrastructure, such as marae.

6.7 In making a decision under clause 6.6, the members of the Trustee must pursue:

- 6.7.1 the highest level of good faith engagement; and
- 6.7.2 consensus decision-making.

## 7 FUNDING FROM NON-CROWN SOURCES

- 7.1 The Trustee may accept any Property donated by a person in addition to the Crown to be held on the terms of the Trust.
- 7.2 The Trustee must not accept a donation of any Property if the donation is subject to a condition that is inconsistent with the Objects.

## 8 RESETTLEMENT

The Trustee has power in its discretion to settle or resettle all or any of the capital or income or both of the Trust upon trust for the advancement or benefit of one or more of the Objects as the Trustee decides, but the settlement or resettlement-

- (a) must not breach any applicable rule against perpetuities; and
- (b) is subject to the approval of the Crown and the River iwi.

## 9 INVESTMENT OF TRUST FUND

- 9.1 The Trustee may invest all or any of the Trust Fund in any Property that is from time to time permitted by the laws of New Zealand for the investment of the funds of trusts, including full

## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

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power to buy or otherwise acquire any Property and full power to sell or otherwise dispose of any of the Trust Fund.

9.2 The Trustee, in exercising its investment powers, must act-

- (a) prudently in accordance with the applicable provisions of Part 2 of the Trustee Act 1956 relating to prudent investment; and
- (b) having due regard to the Objects.

### 10 POWERS AND DISCRETIONS OF TRUSTEE

10.1 In addition to all the powers, authorities and discretions vested in the Trustee by law or by this part, the Trustee in its discretion may at all times and from time to time exercise the fullest possible powers and authorities as if it was the beneficial owner of the Trust Fund provided that each exercise by the Trustee of a power or authority is reasonably necessary or advisable in order to further the achievement of the Objects.

10.2 Without prejudice to the generality of clause 10.1, the Trustee has the powers set out in the clause 10.4 and may in its discretion exercise any one or more of those powers.

10.3 All powers and authorities and discretions that the Trustee has, including the powers in clause 10.4, may be exercised by the Trustee in its absolute discretion and from time to time and on such terms and conditions and in such manner and by such means as it thinks fit.

10.4 The Trustee has power in accordance with clause 10.1 of this part:

- (a) to sell, call in, and convert into money or other Property the whole or any part of the Trust Fund;
- (b) to accumulate the income of the Trust Fund;
- (c) to apply or set aside any part of the Trust Fund towards the payment of any liabilities or obligations incurred or suffered by the Trustee or falling due in future;
- (d) to open and maintain a bank account and to decide who will be the signatories to that account;
- (e) to raise or borrow money (either bearing or free of interest) from any person;
- (f) to secure the repayment of money borrowed and any interest on it by mortgage or charge over all or any of the Property that is part of the Trust Fund;
- (g) to apply money borrowed for any of the purposes for which the income or the capital of the Trust Fund may be applied, used or invested;
- (h) to set apart any portion of the Trust Fund:



## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

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- (i) as a sub-trust;
- (ii) as a special endowment;
- (iii) for a special purpose;
- (iv) under any special or distinguishing name -

and the portion set apart and any accretions to it may be applied for the purpose for which it was set apart or for any other purpose authorised by this part;

- (i) to advertise the Trust and the Objects;
- (j) to seek, receive or decline conveyances, transfers, gifts, devises, donations or bequests of Property;
- (k) to obtain incorporation or registration of the Trust in accordance with any law from time to time in force relating to charitable trusts;
- (l) to appoint or engage or employ any person or company for any period:
  - (i) as an expert or professional person or entity to advise on or carry out any of the trusts and powers authorised by this part;
  - (ii) as an attorney or delegate for the Trustee in New Zealand or elsewhere for all or any of the purposes of the Trust;
  - (iii) as a manager or agent for or on behalf of the Trustee in all or any matters relating to the management and the control of the Trust, and any business owned by the Trustee or in which it is concerned;
  - (iv) as a secretary of the Trustee; or
  - (v) as an employee of the Trustee in all or any matters relating to the Trust;
- (m) to act upon any opinion or advice or information obtained from a person or entity referred to in paragraph (l)(i) of this clause 10.4;
- (n) to determine all questions and matters of doubt which may arise in the course of the management, administration, investment, realisation, distribution, liquidation, partition, resettlement or winding up of the Trust Fund or the Trust in a manner conducive to the attainment of the Objects;
- (o) generally to do all such other lawful acts and things that are incidental or conducive to the attainment of the Objects; and
- (p) subject to clause 12 of this part, to pay from the income or capital of the Trust Fund any costs or expenses incurred in the course of the Trustee discharging, carrying out or exercising any of its duties and powers.

## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

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### 11 BENEFITS AND ADVANTAGES

11.1 Notwithstanding anything to the contrary in this Schedule (but subject to clause 11.2), no person with some control over any business carried on by, for or for the benefit of the Trust is able to direct or divert, to their own benefit or advantage an amount from the Trust, except that:

- (a) the Trustee may receive full reimbursement for all costs, charges and expenses properly incurred by the Trustee in connection with the affairs of the Trust and not met by the Crown;
- (b) the Trustee may pay reasonable and proper remuneration to any person or firm or company in return for services actually rendered to the Trust.

11.2 Clause 11.1 does not apply if and to the extent that there is an amendment to the Tax Act or any other relevant legislation that results in a person with some control over any business carried on by, for or for the benefit of the Trust being able to direct or divert an amount derived by the Trust to their own benefit or advantage without compromising the charitable tax status of the Trust.

11.3 In this clause 11:

- (a) benefit or advantage will include those benefits or advantages listed in section CW 42(8) of the Tax Act; and
- (b) person with some control over the business will include a person who has control of the types described in sections CW 42(5) to (7) of the Tax Act.

### 12 NO PRIVATE PECUNIARY PROFIT OF ANY INDIVIDUAL AND EXCEPTIONS

12.1 No private pecuniary profit shall be made by any person involved in this Trust, except that:

- (a) any Trustee or committee member appointed by the Trustee shall be entitled to be reimbursed out of the assets of the Trust for all expenses which he or she properly incurs in connection with the affairs of the Trust;
- (b) the Trust may pay reasonable and proper remuneration to any officer or servant of the Trust (whether a Trustee or not) in return for services actually rendered to the Trust;
- (c) any Trustee is to be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any firm or entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust;
- (d) any Trustee may retain any remuneration properly payable to that Trustee by any company or undertaking with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that that Trustee's connection with that company or undertaking is in any way attributable to that Trustee's connection with the Trust;

## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

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- (e) the Trustee, in determining all reimbursements, remuneration and charges payable in terms of this clause, shall ensure that the restrictions imposed by clauses 11 and 3 of this deed are strictly observed.

### 13 INTERESTED MEMBERS OF TRUSTEE

13.1 A conflict transaction (**Conflict Transaction**) exists for a member of the Trustee when:

- (a) the member has been, is, becomes or intends to become associated (whether as director or otherwise in a private capacity or as trustee of another trust) with any company, partnership, organisation, group or trust with which the Trustee is transacting, including in particular in relation to an application for funding; or
- (b) the interests or duty of the member in any particular matter conflicts or might conflict with his or her duty to the Trust.

13.2 However, a Conflict Transaction does not arise for a member in relation to an application for funding merely because the member is a member of an iwi that is making the application.

13.3 When a Conflict Transaction exists for a member:

- (a) the member for whom the Conflict Transaction exists must declare the nature of the conflict or the potential conflict at a meeting of the Trustee; and
- (b) the member must not take part in any deliberations or proceedings, including decision-making, relating to the Conflict Transaction; and
- (c) if the member contravenes paragraphs (a) or (b) in this clause 13.3, his or her participation will not be counted, and neither will the member be counted in the quorum present at the meeting.

13.4 When a Conflict Transaction exists for a member,-

- (a) the chair of a meeting of the Trustee may require the member to leave the meeting; and
- (b) if the member does not leave the meeting, the chair may adjourn the meeting until the member does leave.

### 14 EXECUTION OF DOCUMENTS

Whenever the Trustee needs to sign or attest to any deed, agreement or contract under a resolution of the Trustee, it will be sufficient for that deed, agreement or contract to be signed or attested to by-

- (a) any two or more members of the Trustee; or
- (b) an attorney, agent or other delegate validly appointed by the Trustee for the purpose of signing or attesting to that deed, agreement or contract.

## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

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### 15 COSTS AND INDEMNITY

- 15.1 In accordance with the settlement legislation, the Crown will meet the reasonable operational costs of the Trustee.
- 15.2 To the extent the Crown contribution to the operational costs is insufficient, the Trustee is fully indemnified by and out of the Trust Fund (whether from the capital or the income of the Trust Fund) for any loss or liability which it incurs in the carrying out or omission of any function, duty or power of the Trustee under this part and in respect of any outlay or expenses incurred by it in the management and administration of the Trust.

### 16 ACCOUNTS AND AUDIT

- 16.1 The Trustee must ensure that financial records are kept for the Trust.
- 16.2 The financial records must present the Trust's receipts, credits, payments, liabilities and all other matters necessary or appropriate in a way that shows the true state and condition of the financial affairs of the Trust.
- 16.3 The annual accounts of the Trust must be prepared by a chartered accountant appointed by the Trustee.
- 16.4 The Trustee must have the annual accounts audited by the Auditor-General.
- 16.5 The financial records and annual accounts will be kept at the Trustee's office or at such other place as the Trustee thinks fit.
- 16.6 The financial records and annual accounts must always be available to be inspected by any member of the Trustee.

### 17 REPORTING

- 17.1 At the end of each Financial Year, the Trustee must provide an annual report to the Crown (through the Minister for the Environment) and the River iwi in relation to the affairs of the Trust during the Financial Year and arrange for that report to be published.
- 17.2 The report must include:
- 17.2.1 the accounts for the Financial Year prepared and audited under clause 16;
  - 17.2.2 adequate details of the applications for funding approved by the Trustee under clause 19 during the Financial Year; and
  - 17.2.3 adequate details of the reports received by the Trustee from applicants in relation to the use of the funds and results achieved.

## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

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### 18 **BORROWING**

18.1 No lender to the Trustee in respect of the Trust need enquire about the necessity for any borrowing, or the purpose for which it is required, or the use of the money borrowed.

### 19 **WINDING UP**

19.1 The Trust will be wound up on the earlier of:

19.1.1 the date the Trust Fund has finally been exhausted; and

19.1.2 the date the Trustee determines subject to the approval of the Crown and River iwi.

19.2 On the winding up the Trustee will pay or apply such of the capital and income of the Trust Fund as then remains (if any) towards the furtherance of such of the Objects as the Trustee determines.

### 20 **GOVERNING LAW**

The Trust will be governed by and construed in accordance with the laws of **New Zealand**.

**PART 5: FORM OF JOINT MANAGEMENT AGREEMENT**

**WAIKATO RAUPATU RIVER TRUST**

**and**

**[LOCAL AUTHORITY]**

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**JOINT MANAGEMENT AGREEMENT**

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**[DATE]**

**SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT**

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**This JOINT MANAGEMENT AGREEMENT is made between:**

**WAIKATO-TAINUI TE KAUHANGANUI INCORPORATED, in its capacity as trustee of the WAIKATO RAUPATU RIVER TRUST (“WAIKATO-TAINUI”)**

**and**

**[LOCAL AUTHORITY]**

## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

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### PURPOSE

1. The purpose of this agreement is to provide for an enduring relationship between the parties through the shared exercise of functions, duties and powers and to give effect to the [Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act].

### BACKGROUND

2. The Waikato Raupatu Claims Settlement Act 1995 gave effect to certain provisions of the deed of settlement between Her Majesty the Queen in right of New Zealand ("the Crown") and Waikato dated 22 May 1995 and settled certain Raupatu claims made to the Waitangi Tribunal by Robert Te Kotahi Mahuta, the Tainui Maaori Trust Board and Ngaa Marae Toopu (Wai 30). The 1995 Act expressly excluded certain historical claims, including the claim to the Waikato River.
3. In the spirit of co-operation, compromise and good faith, and as foreshadowed in the 1995 Deed, Waikato-Tainui and the Crown entered into negotiations in respect of the claims of Waikato-Tainui concerning the Waikato River.
4. On 22 August 2008 Waikato-Tainui and the Crown signed the Deed of Settlement in Relation to the Waikato River ("2008 deed"), which was directed to a new era of co-management over the Waikato River with an overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations.
5. Pursuant to agreements in the 2008 deed, a committee known as the Waikato River Statutory Board Establishment Committee (SBEC) was established with representatives from Waikato-Tainui and local authorities including [name of local authority]. The purpose of the SBEC was to consider functions under the Resource Management Act 1991 and Local Government Act 2002 and explore whether those functions could be transferred or delegated to or shared with Waikato-Tainui.
6. The SBEC recommended:
  - (a) the establishment of joint management agreements in relation to relevant functions under the Resource Management Act 1991; and
  - (b) an ongoing commitment exploring the potential for transfers, delegations and sharing of relevant functions under the Resource Management Act 1991 and Local Government Act 2002.
7. In 2009, with the agreement of Waikato-Tainui, the Crown conducted a review of the 2008 deed and as a consequence Waikato-Tainui agreed to renegotiate the settlement with the Crown with a view to enhancing the delivery of the outcomes under the settlement.
8. That renegotiation led to the agreement of a new deed of settlement (deed of settlement) which includes new provisions relating to joint management agreements.



## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

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9. The [Waikato-River Raupatu Claims (Waikato River) Settlement Act] was enacted to give effect to the deed of settlement.
10. This joint management agreement is entered into pursuant to the deed of settlement and the [Waikato-River Raupatu Claims (Waikato River) Settlement Act].

### **[WAIKATO-TAINUI RAUPATU CLAIMS (WAIKATO RIVER) SETTLEMENT ACT]**

11. [to insert a summary of the provisions in the settlement legislation relating to joint management agreements].

### **PRINCIPLES UNDERLYING THIS AGREEMENT**

12. It was agreed by Waikato-Tainui and the Crown that the deed of settlement would be interpreted in a manner that best furthers the principles set out in the Kiingitanga Accord.
13. This agreement which is made pursuant to the deed of settlement and the [Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act] will also be interpreted in a manner that furthers the principles set out in the Kiingitanga Accord.
14. The Waikato Raupatu River Trust and the local authority agree that, in working together under this agreement, they will:
  - (a) give appropriate weight to the relevant matters and documents provided for under the deed of settlement and [Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act], including:
    - (i) the overarching purpose of the settlement to restore and protect the health and wellbeing of the Waikato River for future generations;
    - (ii) the vision and strategy;
    - (iii) the integrated river management plan; and
    - (iv) the Waikato-Tainui environmental plan;
  - (b) respect the mana whakahaere of Waikato-Tainui;
  - (c) act in a manner consistent with the principles of Te Tiriti o Waitangi/the Treaty of Waitangi; and
  - (d) recognise the statutory functions, powers and duties of the local authority under legislation.
15. In working together under this agreement, the Waikato Raupatu River Trust and the local authority will:
  - (a) commit to work together in good faith and a spirit of co-operation;

## **SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT**

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- (b) commit to open, honest and transparent communication;
- (c) commit to participate effectively in co-management;
- (d) recognise and acknowledge that the parties will benefit from working together by sharing their respective vision, knowledge and expertise;
- (e) ensure early engagement and a “no surprises” approach;
- (f) recognise that the relationship between the parties will evolve;
- (g) recognise that co-management operates within statutory frameworks that must be complied with; and
- (h) commit to meeting statutory timeframes, and minimising delays and costs associated with those statutory frameworks.

### **MONITORING AND ENFORCEMENT**

16. [insert clauses to implement the provisions in the [Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act]].

### **POLICY STATEMENT AND PLANS**

17. [to insert clauses to implement the provisions in the [Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act]].

### **RESOURCE CONSENT PROCESSES**

18. [to insert clauses to implement the provisions in the [Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act]].

### **OTHER AGREED PROCESSES**

19. [to insert clauses to reflect any agreement between the Waikato Raupatu River Trust and the local authority that this agreement be extended to cover other functions].

### **OTHER MATTERS**

20. [to insert clauses relating to:
- (a) mutual information sharing;
  - (b) communication protocols; and
  - (c) other agreed matters].

**RESOLUTION OF ISSUES**

21. The parties agree and acknowledge that for co-management to be effective, the parties must address the resolution of issues between them in a constructive, co-operative and timely manner consistent with the principles underlying this agreement.
22. The parties have agreed that [insert name] will act as a decision maker if required under clause 25(c), and the parties may agree from time to time to replace that person.
23. Where either party is concerned over an issue arising under this agreement, that concerned party must give notice to the other party as soon as is practicable, and the parties will engage on how any issues of concern may be addressed.
24. If, following the engagement under clause [23] either party considers that there are issues that still require resolution, that party may give notice in writing under this clause that the process under clause 25 is to be followed.
25. The following process will apply where notice is given by either party under clause [22]:
  - (a) within 10 business days of the date upon which notice is given under clause 24, the relevant representative of the Waikato Raupatu River Trust and the relevant manager from the local authority will meet to work together in good faith to resolve the issue;
  - (b) if the issue has not been resolved within 20 business days of receipt of the notice referred to in clause [24], the [General Manager] of the Waikato Raupatu River Trust and the Chief Executive of the local authority will meet to work together in good faith to resolve the issue;
  - (c) if the issue has not been resolved within 40 business days of receipt of the notice referred to in clause [24], the matter will be referred to the person identified under clause [22], and that person will make a recommendation on the issue and provide that recommendation to the parties;
  - (d) the recommendation under clause 25(c) will be made and provided to the parties no later than 10 business days after referral under clause 25(c);
  - (e) if within 10 business days of receiving a recommendation under clause 25(d) the parties have not resolved the issue, the recommendation becomes binding and the parties must give effect to it; and
  - (f) at any point during the issue resolution process the parties may appoint a facilitator or take any other action considered appropriate to promote the resolution of any issues.
26. Despite the fact that the parties are working together to resolve any issue in relation to this agreement, the parties will use their best endeavours to ensure that this agreement as a whole continues to operate effectively.

**REVIEW AND AMENDMENT**

27. [to insert clauses to implement the provisions in the [Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act]].

**DEFINITIONS AND INTERPRETATION**

28. The provisions of this agreement shall be interpreted in a manner that best furthers the purpose of this agreement and is consistent with the principles set out in clauses 12 to 15 of this agreement.
29. In this agreement, unless the context requires otherwise:
- (a) terms defined in the deed of settlement and the [Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act] have the same meaning in this agreement;
  - (b) **settlement legislation** means the [Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act];
  - (c) [to insert further definitions as required];
30. [to insert interpretation provisions consistent with the deed of settlement].

**SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT**

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**SIGNED by WAIKATO-TAINUI TE KAUHANGANUI INCORPORATED, in its capacity as trustee of the WAIKATO RAUPATU RIVER TRUST**

\_\_\_\_\_

in the presence of:

\_\_\_\_\_

Witness Name:

**SIGNED by THE [LOCAL AUTHORITY]**

\_\_\_\_\_

in the presence of:

\_\_\_\_\_

Witness Name:

## **PART 6: INTEGRATED RIVER MANAGEMENT PLAN**

### **Preparation of Draft Plan**

- 1 The following process will apply to the preparation of a draft of the integrated river management plan:
  - 1.1 Waikato-Tainui and the relevant agencies will meet to discuss the preparation of a draft plan;
  - 1.2 Waikato-Tainui and the relevant agencies may consult with and seek comment from appropriate persons and organisations in the preparation of the draft plan.

### **Notification and Submissions on Draft Plan**

- 2 Once the draft plan has been prepared, Waikato-Tainui and the relevant agencies will notify the draft plan and call for public submissions.
- 3 Notification under clause 2 will be by public notice in a daily newspaper or newspapers circulating in the Waikato region, and in any other manner that either Waikato-Tainui and the relevant agencies may think appropriate.
- 4 Waikato-Tainui and the relevant agencies will ensure that the draft plan is available for public inspection to facilitate public participation in the development of the plan.
- 5 The public notice identified in clause 3 must:
  - 5.1 state that the draft plan is available for inspection at the places and times specified in the notice; and
  - 5.2 call upon interested persons or organisations to lodge with Waikato-Tainui and the relevant agencies submissions on the draft plan, at the place and before the date specified in the notice, being a date not less than 20 business days after the date of the publication of the notice.
- 6 Waikato-Tainui and the relevant agencies will also give notice in writing, including a copy of the draft plan, to the persons or organisations who provided comment under clause 1.2, inviting those persons or organisations to comment on the draft plan by lodging with Waikato-Tainui and the relevant agencies a written submission before the date specified in the notice, being a date not less than 20 business days after the date of giving of the notice.
- 7 Any person or organisation may make a written submission on the draft plan at the place and before the date specified in the notice given under clauses 5 and 6.
- 8 Waikato-Tainui and the relevant agencies will consider any written submissions made by persons or organisations under clause 7, to the extent that such submissions are consistent with the purpose of the plan.

## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

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### **Approval of the Plan**

- 9 Once the public submission process identified in clauses 2 to 8 is completed, Waikato-Tainui and the relevant agencies may approve the plan.
- 10 Waikato-Tainui and the relevant agencies will give public notice of the approval of the plan by public notice in a daily newspaper or newspapers circulating in the Waikato region, and in any other manner that either Waikato-Tainui and the relevant agencies may think appropriate.
- 11 The plan will come into force on the date specified in the public notice under clause 10 and will be made available by the relevant agencies for public inspection at their local offices.

### **Review and Amendments to Plan**

- 12 Waikato-Tainui and the relevant agencies may at any time agree to review and/or amend the plan or any component of the plan.
- 13 The agreement under clause 12 will not be unreasonably withheld by either Waikato-Tainui or the relevant agencies.
- 14 Despite clause 12, Waikato-Tainui and the relevant agencies will commence a review not later than 5 years after the date upon which the plan came into force under clause 11, and at intervals no greater than 5 years after the completion of the previous review (including the approval of any amended plan).
- 15 A review or amendment of the strategy or any component of the plan will be conducted in the same manner as specified in clauses 3 to 11, with any necessary and appropriate modifications.
- 16 Despite clause 15, where a proposed amendment is of such a nature that Waikato-Tainui and the relevant agencies consider that it does not constitute a material amendment to the plan, Waikato-Tainui and the relevant agencies may make that amendment without compliance with all or any of the process specified in clauses 3 to 11, except that public notice of any amendment must be given under clause 10.

## PART 7: CUSTOMARY ACTIVITIES

### 1 Waka or kohikohia

The launching and use of waka and support craft and the erection and use of associated temporary structures (including barges and temporary jetties) on the Waikato River for ceremonial, customary, recreational, competition and sporting purposes including:

- (a) waka taua (ceremonial canoes) at significant tribal events including:
  - (i) the annual Ngaaruawaahia Regatta; and
  - (ii) the annual Koroneihana (celebration of the coronation day of the Kaahui Ariki); and
- (b) waka ama, waka haurua and waka kopapa (racing canoes) and waka tete (river canoes) at tribal events including:
  - (i) the annual Ngaaruawaahia Regatta;
  - (ii) the biennial Tainui Games; and
  - (iii) other Tribal Regatta and Waikato-Tainui Marae Games.

### 2. Tangohia ngaa momo takawai

The collection of river stones, shingle and sand from the Waikato River for the purposes of customary practices including:

- (a) the building of a tuahu (altars);
- (b) carvings; and
- (c) the preparation of hangi;

### 3. Waioranga

The use of the Waikato River for customary practices relating to the physical health and wellbeing of persons including bathing and cleansing.

### 4. Wairua

The use of the Waikato River for customary practices relating to spiritual and cultural health and wellbeing of persons and the tribe including baptisms and other traditional ceremonies.



## PART 8: SITES OF SIGNIFICANCE

### SUBPART A

<b>AGENCY</b>	<b>PROPERTY NAME</b>	<b>LEGAL DESCRIPTION AND PARCEL ID</b>
Ministry for the Environment	Te Onetea Stream	1.07ha. Parcel 4280676: Allot 815 Town of Rangiriri.
Ministry for the Environment	Te Onetea Stream	1.07ha. Parcel 4506647: Allot 2 Town of Rangiriri.
Ministry for the Environment	Te Onetea Stream	1.07ha. Parcel 4356176: Allot 816 Town of Rangiriri.
Ministry for the Environment	Te Onetea Stream	0.07ha. Parcel 4515502: Pt Lot 2 DPS 6972.
Ministry for the Environment	Te Onetea Stream	0.32ha. Parcel 4416590: Pt Allot 222 Whangamarino Parish.
Ministry for the Environment	Te Onetea Stream	0.42ha. Parcel 4256715: Pt Allot 222 Whangamarino Parish.
Ministry for the Environment	Motakorea Island	1.81ha. Parcel 4336757: Pt Allotment 11 Whangape Parish.
Ministry for the Environment	Motakorea Island	0.72ha. Parcel 4493882: Pt Allotment 11 Whangape Parish.
Ministry for the Environment	Waahi Waka Tauranga	0.43ha. Parcel 4563067: Pt Lot 2 DP 35569.
Ministry for the Environment	Hukanui-a-muri Marae Lands	0.01ha. Parcel 4391762: Pt Allot 171AB Pepepe Parish.
Ministry for the Environment	Papakainga - Horahora Marae	3.53ha. Parcel 4330723: Pt Allot 24B Whangape Parish.
Ministry for the Environment	Hukanui-a-muri Marae Lands	0.04ha. Parcel 4481995: Pt Allot 171A1B Pepepe Parish.
Ministry for the Environment	Papakainga, Waka Tauranga and Cultivation Area - Paetai	1.08ha. Parcel 4338169: Pt Allot 222 Whangamarino Parish.
Ministry for the Environment	Papakainga, Waka Tauranga and Cultivation Area - Paetai	2.44ha. Parcel 4257992: Pt Allot 222 Whangamarino Parish.
Ministry for the Environment	Papakainga, Waka Tauranga and Cultivation Area - Paetai	0.34ha. Parcel 6716652: Pt Allot 222 Whangamarino Parish.
Ministry for the Environment	Papakainga, Waka Tauranga and Cultivation Area - Paetai	0ha. Parcel 4460651. Pt Allot 550 Whangamarino Parish.
Ministry for the Environment	Papakainga, Waka Tauranga and Cultivation Area - Paetai	0.34ha. Parcel 4490184. Pt Allot 222 Whangamarino Parish.
Ministry for the Environment	Papakainga, Waka Tauranga and Cultivation Area - Paetai	2.88ha. Parcel 4548760: Pt Allot 223 Whangamarino Parish.
Land Information New Zealand	Awamarohi (formerly known as Te Awamarahi Island)	R 12004, LIPS 10354

**SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT**

Land Information New Zealand	Lake Waikare lake bed	LIPS 17555
Land Information New Zealand	Rangiriri-Meremere Takinga Wairua	1.32ha. Parcel 4513106: Pt Allot 306 Whangamarino Parish
Department of Conservation	Lake Waikare Wildlife Management Reserve	62.88ha. S13039: Allots 728 and 729 Whangamarino Parish.
Department of Conservation	Lake Waikare Marginal Strips	Unsurveyed. S13034: Crown Land adjoining Pt Secs 52 and 54 Blk XV Maramarua Survey District; Crown Land adjoining Lot 1 DPS 85308; S13035: Crown Land adjoining Allot 735 Whangamarino Parish; S13041: Crown Land adjoining Lots 1-3 DPS 27839; Crown Land adjoining Lot 3 DP 29790; S13042: Crown Land adjoining Allot 375 Taupiri Parish; S13044: Crown Land adjoining Allot 580 Taupiri Parish; S13089: Crown Land adjoining Allots 852 & 892 Taupiri Parish.
Department of Conservation	Lake Waikare Conservation Area	15.06. S13036: Pt 687 Parish of Whangamarino.
Department of Conservation	Lake Waikare Conservation Area	3ha. S13037: Crown Land (accreted lake bed) adjoining Allot 234D Whangamarino Parish.
Department of Conservation	Lake Waikare Wildlife Refuge (protective classification only, overlying bed to Lake Waikare held by Land Information New Zealand)	0.0ha. S13038: Pt Lake Waikare. (Note this is 514 hectares, but is an overlay over Lake Waikare)
Department of Conservation	South Shore Recreation Reserve	1.04ha. S13043: Lot 1 DPS 26990.
Department of Conservation	Lake Kopuera Wildlife Refuge	83.45ha. S13028: Allot 721 Whangamarino Parish.
Department of Conservation	Lake Waahi Wildlife Management Reserve	53.49ha. S13021: Lot 1 DPS 37484 and Lot 1 DPS 37485.
Department of Conservation	Te Takapu o Waikato (Island in the Waikato River currently managed as a Wildlife Management Reserve)	5.5ha. S13014 (pt): Allot 749 Whangamarino Parish.
Department of Conservation	Maurea Islands (Islands in the Waikato River currently managed as a Wildlife Management Reserve)	16.9ha. S13014 (pt): Allots 745-747 Whangamarino Parish.
Department of Conservation	Karihoa Island (Island in the Waikato River currently managed as a Wildlife Management Reserve)	11ha. S13014 (pt): Allot 739 Whangamarino Parish.
Department of Conservation	Tarakomako Islands (Islands in the Waikato River currently managed as a Wildlife Management Reserve)	26.1ha. S13014 (pt): Allots 844-845 Taupiri Parish.

**SUBPART B**

**Encumbrances**

- 1 The settlement legislation will provide that each site of significance vests in the Waikato Raupatu River Trust subject to, or together with, any encumbrances described in the list provided under clause 12.7.1 of the deed.

**Registration of ownership of fee simple properties**

- 2 The settlement legislation will provide that:
- 2.1 this clause applies in relation to the fee simple estate in a fee simple site vested in the Waikato Raupatu River Trust under clause 12.5 of the deed;
  - 2.2 the Registrar-General must on written application by the Secretary for the Environment, comply with subclauses 2.3 and 2.4 of this clause;
  - 2.3 to the extent that a fee simple property is all of the land contained in a computer freehold register, the Registrar-General must:
    - 2.3.1 register the Waikato Raupatu River Trust as the proprietors of the fee simple estate in the land; and
    - 2.3.2 make any entries in the register, and do all other things, that are necessary to give effect to this subpart B of this part 8 of the schedule and to clause 12.5 of the deed;
  - 2.4 to the extent that a fee simple property is not all of the land contained in a computer freehold register, or there is no computer freehold register for all or part of the property, the Registrar-General must, in accordance with an application received from the Secretary for the Environment:
    - 2.4.1 create 1 or more computer freehold registers for the fee simple estate in the property in the name of the Waikato Raupatu River Trust;
    - 2.4.2 enter on the register any encumbrances that are registered, notified, or notifiable and that are described in the application; and
    - 2.4.3 make any entry in the register, and do all other things that are necessary to give effect to this subpart B of this part 8 of the schedule and to clause 12.5 of the deed;
  - 2.5 clause 2.4 applies subject to the completion of any survey necessary to create the computer freehold register; and
  - 2.6 a computer freehold register must be created under this clause as soon as is reasonably practicable after the settlement date, but no later than:
    - 2.6.1 24 months after the settlement date; or

## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

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- 2.6.2 any later date that may be agreed in writing by the Waikato Raupatu River Trust and the Crown.

### **Registration of ownership of reserve sites**

- 3 The settlement legislation will provide that:
- 3.1 this clause applies in relation to the fee simple estate in the reserve sites vested in the Waikato Raupatu River Trust under clause 12.5 of the deed;
- 3.2 the Registrar-General must on written application by the chief executive of LINZ, comply with subclause 3.3 of this clause;
- 3.3 the Registrar-General must, in accordance with an application received from the chief executive of LINZ:
- 3.3.1 create 1 computer freehold register for the fee simple estate in all the reserve sites in the names of the Waikato Raupatu River Trust; and
- 3.3.2 enter on the register any encumbrances that are registered, notified, or notifiable and that are described in the application; and
- 3.3.3 make any entries in the register, and do all other things that are necessary to give effect to this subpart B of this part 8 of the schedule and clause 12.5 of the deed;
- 3.4 subclause 3.3 applies subject to the completion of any survey necessary to create the computer freehold register;
- 3.5 the computer freehold register must be created under this clause as soon as is reasonably practicable after the settlement date, but no later than:
- 3.5.1 24 months after the settlement date; or
- 3.5.2 any later date that may be agreed in writing by the Waikato Raupatu River Trust and the Crown.

### **Pootatau Te Wherowhero**

- 4 The settlement legislation will provide that:
- 4.1 notwithstanding the Land Transfer Act 1952 or any other enactment or rule of law, the Waikato Raupatu River Trust may direct in writing that the sites of significance:
- 4.1.1 be registered in the name of Pootatau Te Wherowhero, rather than in the name of the Waikato Raupatu River Trust; or
- 4.1.2 be no longer registered in the name of Pootatau Te Wherowhero, and instead be registered in the name of the Waikato Raupatu River Trust;

## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

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- 4.2 if the Registrar-General receives a direction in writing from the Waikato Raupatu River Trust under clause 4.1, the Registrar-General must give effect to that direction;
- 4.3 if the sites of significance are registered in the name of Pootatau Te Wherowhero:
- 4.3.1 the Waikato Raupatu River Trust shall have all the rights, duties, and powers of the registered proprietor of that land (except that the land or interest shall continue to be registered in the name of Pootatau Te Wherowhero unless a direction is given under clause 4.1.2), and shall exercise and perform every such right, duty, and power in its own name and not in the name of Pootatau Te Wherowhero; and
- 4.3.2 the Registrar-General must have regard to clause 4.3.1; and
- 4.4 the presentation to the Registrar-General of a direction in writing:
- 4.4.1 executed or purporting to be executed by the Waikato Raupatu River Trust; and
- 4.4.2 relating to any land registrable or registered in the name of the Waikato Raupatu River Trust or in the name of Pootatau Te Wherowhero; and
- 4.4.3 containing a recital that the direction is given under clause 4.1.1 or (as the case may be) clause 4.1.2,

shall, in the absence of evidence to the contrary, be sufficient evidence that the direction has been given under those clauses.

### **Right to acquire no longer applies**

- 5 The settlement legislation will provide that:
- 5.1 sections 11 and 12 of the 1995 Act cease to apply to the sites of significance; and
- 5.2 the Registrar-General shall delete from the computer freehold registers for the sites of significance any notation made under section 13(3) of the 1995 Act.

### **Waikato Regional Council rights for soil conservation and river control purposes**

- 6 The settlement legislation will provide that:
- 6.1 the co-management agreement between the Waikato Raupatu River Trust and the Waikato Regional Council will relate to the exercise of the rights of the Waikato Regional Council under clause 6.2;
- 6.2 for the purposes of promoting soil conservation, preventing and mitigating soil erosion and preventing damage by floods ("**soil conservation and river control purpose**"), the Waikato Regional Council may :

## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

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- 6.2.1 enter on to the sites of significance with or without machinery for the purposes set out in clauses 6.2.2 to 6.2.10;
- 6.2.2 operate, and maintain, repair, replace and upgrade any improvements on the sites of significance existing at the date of vesting under clause 12.5 of the deed, or constituted after that vesting by the Waikato Regional Council;
- 6.2.3 construct a water course or water courses on the sites of significance and from time to time alter or reconstruct and clean or otherwise maintain them;
- 6.2.4 construct a stopbank or stopbanks or other defence against water on the sites of significance and from time to time alter or reconstruct and do all things which are necessary to maintain them;
- 6.2.5 plant, sow, and maintain trees, shrubs, plants, or grasses on the sites of significance and regulate or prohibit interference with them or their destruction;
- 6.2.6 prevent or regulate the pumping or releasing of water into any water course on the sites of significance or the overflow of artesian water;
- 6.2.7 regulate the use of any water course on the sites of significance;
- 6.2.8 prohibit the passing over any water courses on the sites of significance;
- 6.2.9 prevent any water course on the sites of significance from being made wider or deeper than it is at the time, whether by cleaning or otherwise, or from altering its course;
- 6.2.10 generally do on or require the doing on or prohibit the doing on , or in respect of, the sites of significance, any act or thing for the soil conservation and river control purpose;
- 6.3 clause 6.4 applies to the exercise of the rights recognised by clause 6.2 until the co-management agreement comes into existence under clause 12.19;
- 6.4 the Waikato Regional Council:
  - 6.4.1 may exercise the rights in the case of emergency;
  - 6.4.2 may exercise the rights to the extent they are required to effect routine maintenance after consultation with the Waikato Raupatu River Trust;
  - 6.4.3 may otherwise exercise the rights if the exercise of the right is reasonably required for the soil conservation and river control purpose after consultation with the Waikato Raupatu River Trust and having particular regard to the cultural significance of the land to Waikato-Tainui;

## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

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- 6.5 the trustees must give consent under clause 6.3 if the exercise of the right is reasonably required for soil conservation and river control purposes but may impose conditions protecting the value of the land to Waikato-Tainui;
- 6.6 the Registrar-General must, when creating computer freehold registers under clauses 2 and 3 of this subpart, record on the computer freehold registers that the sites of significance are subject to the rights created by clause 6.2 of this subpart;
- 6.7 despite any rule of law or equity to the contrary, the rights created under clause 6.2 of this subpart run with and bind all subsequent owners of the sites of significance until the Waikato Regional Council gives notice to the Registrar-General under clause 6.7; and
- 6.8 the Waikato Regional Council may give notice to the Registrar-General that it no longer requires the rights created under clause 6.2 of this subpart and, on receipt by the Registrar-General of that notice:
  - 6.8.1 clause 6.2 of this subpart no longer applies; and
  - 6.8.2 the Registrar-General must remove the memorial recorded under clause 6.5 of this subpart.

### **Application of other Acts**

- 7 The settlement legislation will provide that:
  - 7.1 the vesting of a fee simple estate in a site of significance in the Waikato Raupatu River Trust under clause 12.5 of the deed is a disposition for the purposes of Part 4A of the Conservation Act 1987 but sections 24, 24A and 24AA of that Act do not apply to the disposition;
  - 7.2 section 11 and Part 10 of the Resource Management Act 1991 do not apply to:
    - 7.2.1 the vesting of the fee simple estate in a site of significance under clause 12.5 of the deed; or
    - 7.2.2 any matter incidental to, or required for the purpose of, the vesting; and
  - 7.3 the vesting of the fee simple estate in a site of significance under clause 12.5 of the deed does not:
    - 7.3.1 limit section 10 or 11 of the Crown Minerals Act 1991; or
    - 7.3.2 affect other rights to subsurface minerals;
  - 7.4 the permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of this deed in relation to a site of significance; and

## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

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7.5 nothing in Te Ture Whenua Maori Act 1993 shall apply to the sites of significance.

### **Provisions relating to reserve sites**

8 The settlement legislation will provide that:

8.1 section 41 of the Reserves Act 1977 applies to the reserve sites as if the Minister of Conservation had given notice of vesting in respect of the reserve sites on the settlement date and that notice had contained a direction under section 41(16) of that Act;

8.2 if the reservation, under clause 12.5 of the deed, of the reserve created by that clause is revoked under section 24 of the Reserves Act 1977 in relation to all or part of the site, section 25 of that Act, except subsection (2), does not apply to the revocation;

8.3 despite the proviso to section 50(1) of the Reserves Act 1977, the Waikato Raupatu River Trust, as the administering body of the reserve created by clause 12.5 of the deed, may, under that section, authorise the taking or killing for commercial purposes of any fauna in the water of any part of the Waikato River within the reserve;

8.4 if the reserve created by clause 12.5 of the deed is revoked in relation to all or part of the reserve, then the vesting referred to in clause 7.1 is no longer exempt from section 24 of the Conservation Act 1987 in relation to all or part of the reserve, as the case may be, but sections 24(2A) and 24AA do not apply to the reserve or part;

8.5 the Registrar-General must record on the computer freehold register for the reserve sites that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of the Act does not apply, and that the land is subject to clause 8.4 of this subpart;

8.6 notification made under subclause 8.5 is to be treated as having been made in compliance with section 24D(1) of the Conservation Act 1987;

8.7 if the reservation, under clause 12.5 of the deed, of a reserve site is revoked in relation to:

8.7.1 all of the site, then the Director-General must apply in writing to the Registrar-General to remove from the computer freehold register for the site the notifications that:

(a) section 24 of the Conservation Act does not apply to the site; and

(b) the site is subject to clause 8.4 of this subpart; or

8.7.2 part of the site, then the Registrar-General must ensure that the notifications referred to in clause 8.7.1 remain only on the computer freehold register for the part of the site that remains a reserve; and



## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

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8.8 the Registrar-General must comply with an application received in accordance with clause 8.7 of this subpart;

8.9 notwithstanding the vesting of the reserve sites under clause 12.5.1 of the deed and the declaration of the reserve sites as a local purpose reserve under clause 12.5.2 of the deed:

8.9.1 any person who, at the settlement date, is:

- (a) the holder of a fishing permit under section 91 of the Fisheries Act 1996 entitling the holder to take for commercial purposes any fish in a reserve site and had taken fish in that reserve site under that fishing permit; or
- (b) the holder of quota for any individual transferable quota stock for which the quota management area includes a reserve site; or
- (c) the holder of current annual catch entitlement for any individual transferable quota stock for which the quota management area includes a reserve site;

shall be entitled, without further permission or charge by the Waikato Raupatu River Trust as the administering body, to access and use the land comprising that reserve site for the purpose of taking any such fish for commercial purposes;

8.9.2 in respect of any annual catch entitlement referred to in clause 8.9.1(c), the right of access and use created under clause 8.9.1 may be exercised by:

- (a) the owner of the quota to which the annual catch entitlement relates; or
- (b) any purchaser of the annual catch entitlement; or
- (c) any agent of the persons specified in clauses 8.9.2(a) or 8.9.2 (b) of this subpart;

8.9.3 after the settlement date, any fishing permit issued under section 91 of the Fisheries Act 1996 authorising a person to take for commercial purposes any fish shall not be valid within a reserve site unless:

- (a) the person holding the permit is a person described in clause 8.9.1 or 8.9.2 of this subpart; or
- (b) that person has an authorisation issued under section 50(1) of the Reserves Act 1977 by the Waikato Raupatu River Trust as the administering body;

## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

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- 8.9.4 the access and use rights created under clauses 8.9.1 to 8.9.3 of this subpart may only be exercised:
- (a) for as long as, and to the extent that, the taking of such fish in the reserve site otherwise remains lawful; and
  - (b) so far as relevant, in a manner consistent with:
    - (i) any integrated river management plan developed and approved under clause 8.5 of the deed; and
    - (ii) any regulations made under clause 8.7 of the deed; and
- 8.9.5 except as otherwise provided under this clause 8.9, the access and use rights created under clauses 8.9.1 to 8.9.3 of this subpart are not transferable;
- 8.10 terms used in clauses 8.8 and 8.9 of this subpart that are defined in the Fisheries Act 1996 have the meaning given to them in that Act; and
- 8.11 the Waikato Raupatu River Trust must not mortgage, or give a security interest in, all or any part of the reserve created by clause 12.5 that, at any time after vesting in the trustees of the Waikato Raupatu River Trust under clause 12.5, remains a reserve under the Reserves Act 1977.

**PART 9: MANAGED PROPERTIES**

**SUBPART A**

<b>LEGAL DESCRIPTION AND PARCEL ID</b>	
0.19ha.	Parcel 6718747. CL SO 46615.
3.61ha.	Parcel 4547040. Pt Lot 1 DP 31581.
0.62ha.	Parcel 6718741. Pt Lot 1 DPS 25121.
0.04ha.	Parcel 6883217. Pt Allot 171A1B Pepepe Parish.
0ha.	Parcel 4548350. Pt Allot 171A Pepepe Parish.
0ha.	Parcel 4543166. Pt Lot 7 DPS 3752.
0.89ha.	Parcel 4404450. Allot 729 Taupiri Parish.
0.1ha.	Parcel 4306922. Lot 3 DPS 2873.
0.1ha.	Parcel 4361473. Lot 4 DPS 2873.
0.11ha.	Parcel 4361899. Lot 1 DPS 2873.
0.02ha.	Parcel 4554101. Allot 871 Taupiri Parish.
0.03ha.	Parcel 4359346. Pt Lot 1 DP 28997.
0.96ha.	Parcel 4825413. Pt Allot 4A Waiuku East Parish.
3.04ha.	Parcel 5109879. Pt Allot A2 Waiuku East Parish.
0.07ha.	Parcel 4260141. Pt Lot 1 DP 3754.
0.01ha.	Parcel 4272597. Pt Lot 3 DP 31031.
0.02ha.	Parcel 4278211. Pt Allot 58 Taupiri Parish.
0.74ha.	Parcel 4280030. Pt Allot 61 Whangape Parish.
0ha.	Parcel 4282322. Pt Allot 339 Taupiri Parish.
0.02ha.	Parcel 4282500. Pt Lot 9 DP 3931.
0ha.	Parcel 4282843. Pt Lot 142 DP 350.
0.09ha.	Parcel 4282862. Pt Lot 2 DP 28997.
0.11ha.	Parcel 4283249. Lot 11 DPS 748.
0ha.	Parcel 4284429. Pt Allot 338A Taupiri Parish.
0.23ha.	Parcel 4287753. Lot 12 DPS 748.
0ha.	Parcel 4290397. Pt Lot 145 DP 350.
0ha.	Parcel 4290929. Pt Lot 140 DP 350.
0.04ha.	Parcel 4291139. Pt MBLK 2A Opuatia.
0.12ha.	Parcel 4295929. Lot 75 DP 350.
0.31ha.	Parcel 4295932. Lot 1 DPS 4301.
0ha.	Parcel 4301283. Pt Lot 80 DP 350.
0ha.	Parcel 4301822. Pt Lot 83 DP 350.
0ha.	Parcel 4301824. Pt Lot 82 DP 350.
0ha.	Parcel 4302434. Pt Lot 147 DP 350.
0ha.	Parcel 4306493. Pt Lot 73 DP 350.
0.28ha.	Parcel 4306545. Lot 198 DP 350.

**SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT**

0.02ha.	Parcel 4306755. Pt Lot 7 DP 3931.
2.59ha.	Parcel 4307721. Lot 35 DPS 748.
0.37ha.	Parcel 4308062. Lot 13 DPS 748.
0ha.	Parcel 4315072. Pt Lot 89 DP 350.
0.04ha.	Parcel 4315218. Pt Lot 5 DP 3754.
0ha.	Parcel 4318596. Pt Allot 56 Taupiri Parish.
0.04ha.	Parcel 4318845. Pt Lot 2 DP 31031.
0.01ha.	Parcel 4319064. Pt Lot 10 DP 3931.
0ha.	Parcel 4319075. Pt Lot 87 DP 350.
0.15ha.	Parcel 4323206. Pt Lot 2 DP 29896.
0ha.	Parcel 4328530. Pt Allot 55 Taupiri Parish.
4.94ha.	Parcel 4334901. Pt Allot 148 Taupiri Parishl.
2.83ha.	Parcel 4336425. Lot 3 DP 32151.
0ha.	Parcel 4349830. Pt Lot 12 DP 875.
0.07ha.	Parcel 4349848. Lot 2 DP 15386.
0.43ha.	Parcel 4350712. Lot 13 DP 875.
4.14ha.	Parcel 4360740. Lot 2 DP 32151.
0ha.	Parcel 4365124. Pt Lot 88 DP 350.
0ha.	Parcel 4372966. Pt Lot 78 DP 350.
0ha.	Parcel 4376580. Pt Allot 57 Taupiri Parish.
0ha.	Parcel 4384503. Pt Lot 74 DP 350.
0.12ha.	Parcel 4385054. Pt Lot 8 DPS 748.
0ha.	Parcel 4385059. Pt Lot 85 DP 350.
0ha.	Parcel 4385064. Pt Lot 91 DP 350.
0.49ha.	Parcel 4385121. Pt Lot 6 DP 3931.
0.2ha.	Parcel 4385142. Pt Allot 58 Taupiri Parish.
0.08ha.	Parcel 4385236. Lot 1 DP 15386.
0ha.	Parcel 4385917. Pt Lot 90 DP 350.
0.02ha.	Parcel 4386114. Pt Lot 2 DPS 2873.
0ha.	Parcel 4392618. Pt Allot 55A Taupiri Parish.
0ha.	Parcel 4397028. Pt Allot 54 Taupiri Parish.
0.01ha.	Parcel 4401618. Pt Allot 600 Taupiri Parish.
0ha.	Parcel 4407248. Pt Allot 56 Taupiri Parish.
0ha.	Parcel 4420809. Pt Allot 599 Taupiri Parish.
0ha.	Parcel 4422371. Pt Lot 135 DP 350.
0ha.	Parcel 4425737. Pt Lot 141 DP 350.
0ha.	Parcel 4426396. Pt Allot 54A Taupiri Parish.
0.06ha.	Parcel 4427184. Pt Lot 9 DPS 748.
0ha.	Parcel 4429335. Pt Lot 139 DP 350.
0ha.	Parcel 4439810. Pt Lot 146 DP 350.
0ha.	Parcel 4446405. Pt Lot 20 DP 875.

**SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT**

0ha.	Parcel 4447513. Pt Lot 150 DP 350.
0ha.	Parcel 4452282. Pt Lot 40 DP 752.
0.03ha.	Parcel 4459781. Pt Lot 152 DP 350.
0ha.	Parcel 4460651. Pt Allot 550 Whangamarino Parish.
0.31ha.	Parcel 4462999. Pt Lot 4 DP 3754.
0ha.	Parcel 4463364. Pt Lot 138 DP 350.
0ha.	Parcel 4463377. Pt Lot 149 DP 350.
0.7ha.	Parcel 4463528. Lot 197 DP 350.
0.09ha.	Parcel 4464269. Lot 3 DP 15386.
0.22ha.	Parcel 4465474. Pt Lot 5 DPS 3752.
0.04ha.	Parcel 4475734. Pt Lot 3 DP 3754.
0ha.	Parcel 4476073. Pt Allot 144 Taupiri Parish.
0.34ha.	Parcel 4490184. Pt Allot 222 Whangamarino Parish.
2.15ha.	Parcel . Pt Allot 17C2B2 Whangape Parish.
0.01ha.	Parcel 4495049. Pt Lot 11 DP 3931.
0ha.	Parcel 4517044. Pt Lot 86 DP 350.
0.28ha.	Parcel 4517424. Lot 21 DP 875.
0ha.	Parcel 4518170. Pt Lot 148 DP 350.
0ha.	Parcel 4518624. Pt Lot 144 DP 350.
3.84ha.	Parcel 4520841. Pt Allot 17C1 Whangape Parish.
0ha.	Parcel 4525732. Pt Lot 137 DP 350.
0ha.	Parcel 4526257. Pt Lot 79 DP 350.
0ha.	Parcel 4530821. Pt Lot 76 DP 350.
0ha.	Parcel 4530865. Pt Lot 77 DP 350.
2.49ha.	Parcel 4535694. Pt Sec 31 BLK VI Rangiriri SD.
0ha.	Parcel 4536231. Pt Lot 92 DP 350.
0.07ha.	Parcel 4541265. Pt Lot 1 DP 31031.
0.1ha.	Parcel 4541476. Lot 4 DP 15386.
0ha.	Parcel 4541706. Pt Lot 136 DP 350.
0.02ha.	Parcel 4541831. Pt Lot 8 DP 3931.
0ha.	Parcel 4541994. Pt Lot 143 DP 350.
0.13ha.	Parcel 4542120. Pt Lot 1 DP 3754.
0ha.	Parcel 4542649. Pt Lot 81 DP 350.
0ha.	Parcel 4543895. Pt Lot 5 DPS 2873.
0ha.	Parcel 4558760. Pt Allot 148 Taupiri Parish.
0ha.	Parcel 4558761. Pt Allot 338 Taupiri Parish.
0.94ha.	Parcel 4559655. Pt Lot 2 DPS 13684.
0ha.	Parcel 4564108. Pt Lot 153 DP 350.
0.5ha.	Parcel 4495187. Pt Lot 196 DP 350.
0.03ha.	Parcel See Comments. Sec 3 BLK V Onewhero SD.

**SUBPART B**

**Encumbrances**

- 1 The settlement legislation will provide that each managed property vests under clause 12.8 of the deed subject to, or together with, any encumbrances existing at the date of vesting.

**Registration of ownership of managed properties**

- 2 The settlement legislation will provide that:
  - 2.1 this clause applies in relation to the fee simple estate in a managed property vested under clause 12.8 of the deed;
  - 2.2 the Registrar-General must on written application by the Secretary for the Environment, comply with subclauses 2.3 and 2.4 of this clause;
  - 2.3 to the extent that a managed property is all of the land contained in a computer freehold register, the Registrar-General must:
    - 2.3.1 first register the Waikato Raupatu River Trust as the proprietor of the fee simple estate in the land then subsequently register the Waikato Regional Council as the registered proprietor; and
    - 2.3.2 make any entries in the register, and do all other things, that are necessary to give effect to this subpart B of schedule 9 and to clause 12.5 of the deed;
  - 2.4 to the extent that a managed property is not all of the land contained in a computer freehold register, or there is no computer freehold register for all or part of the property, the Registrar-General must, in accordance with an application received from the Secretary for the Environment:
    - 2.4.1 create 1 or more computer freehold registers for the fee simple estate in the property in the name of the Waikato Raupatu River Trust;
    - 2.4.2 subsequently register the Waikato Regional Council as the registered proprietor of the fee simple estate;
    - 2.4.3 enter on the register any encumbrances that are registered, notified, or notifiable and that are described in the application; and
    - 2.4.4 make any entry in the register, and do all other things that are necessary to give effect to this subpart B of this part 9 of the schedule and to clause 12.8 of the deed;

## **SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT**

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- 2.5 clause 2.4 applies subject to the completion of any survey necessary to create the computer freehold register; and
- 2.6 a computer freehold register must be created under this clause as soon as is reasonably practicable after the settlement date, but no later than:
  - 2.6.1 24 months after the settlement date; or
  - 2.6.2 any later date that may be agreed in writing by the Waikato Raupatu River Trust and the Crown.

### **Right to acquire no longer applies**

- 3 The settlement legislation will provide that:
  - 3.1 sections 11 and 12 of the 1995 Act cease to apply to the managed properties; and
  - 3.2 the Registrar-General shall delete from the computer freehold registers for the sites of significance any notation made under section 13(3) of the 1995 Act.

### **Application of other Acts**

- 4 The settlement legislation will provide that:
  - 4.1 the vesting of a fee simple estate in a managed property under clause 12.8 of the deed is not a disposition for the purposes of Part 4 of the Conservation Act 1987;
  - 4.2 section 11 and Part 10 of the Resource Management Act 1991 do not apply to:
    - 4.2.1 the vesting of the fee simple estate in a managed property under clause 12.8 of the deed; or
    - 4.2.2 any matter incidental to, or required for the purpose of, the vesting; and
  - 4.3 the vesting of the fee simple estate in a managed property under clause 12.8 of the deed does not:
    - 4.3.1 limit section 10 or 11 of the Crown Minerals Act 1991; or
    - 4.3.2 affect other rights to subsurface minerals;
  - 4.4 the permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of this deed in relation to a managed property; and
  - 4.5 no gift duty is payable in respect of the gifting of the managed properties.

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### **Basis of vesting in Waikato Regional Council**

- 5 The settlement legislation will provide that the managed properties:
- 5.1 are held by the Waikato Regional Council for soil conservation and river control purposes; and
  - 5.2 they must be administered by the Waikato Regional Council for that purpose and in accordance with the co-management agreement.

### **Gifting back if no longer required for soil conservation and river control purposes**

- 6 The settlement legislation will provide that:
- 6.1 sections 40 and 42 of the Public Works Act 1981 apply to a managed property as if it were:
    - 6.1.1 held by the Waikato Regional Council for the public work of soil conservation and river control; and
    - 6.1.2 acquired by the Waikato Regional Council from the person from whom the land was first acquired for a public work;
  - 6.2 subsection 40(4) of the Public Works Act 1981 does not apply to a managed property;
  - 6.3 section 50 of the Public Works Act 1981 applies to a managed property;
  - 6.4 despite clauses 6.1 and 6.3 of this subpart, before a managed property is used for a public work other than described in clause 5.1 of this subpart, or transferred under section 50 of the Public Works Act 1981, the owner must consult with the Waikato Raupatu River Trust to establish whether the public work can be carried out on the property under the ownership of the Waikato Raupatu River Trust under arrangements satisfactory to the owner;
  - 6.5 this clause 6 continues to apply to a managed property disposed of under section 50 of the Public Works Act 1981; and
  - 6.6 where section 42(1)(a) or 42(1)(b) of the Public Works Act 1981 applies to a managed property, sections 42(1)(c) and 42(1)(d) of that Act do not apply and instead the chief executive of LINZ or the local authority must transfer the managed property to the Waikato Raupatu River Trust for no financial or other consideration; and
  - 6.7 on registration of a transfer under clause 6.6, this subpart no longer applies to the managed property.



**Additional managed properties**

- 7 The settlement legislation will provide that:
- 7.1 the Governor-General may, by one or more Orders in Council, on the advice of the Minister for Treaty of Waitangi Negotiations, declare that a parcel or parcels of Crown-owned river-related land is a managed property or are managed properties, with effect from a date specified in the Order in Council; and
  - 7.2 clause 12.8 of the deed and this subpart B of this part 8 of the schedule apply to a parcel of Crown-owned river-related land as if references to the settlement date were references to the date specified in the Order in Council as being the date on which the parcel of land becomes a managed property.

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**PART 10: CO-MANAGEMENT PROPERTIES**

<b>CROWN OWNED RIVER-RELATED LAND – WAIKATO RIVER</b>	
<b>PROPERTY NAME</b>	<b>LEGAL DESCRIPTION AND PARCEL ID</b>
marginal strip - Kaiwaka Island	2.83 ha. R12001: Crown Land Reserved from Sale adjoining Sec 1 Blk II Onewhero Survey District
marginal strip - Te Toki	2.17 ha. R12002: Crown Land Reserved from Sale adjoining Allot 201 Onewhero Parish
landing reserve - Tuakau Te Uku Road (SH No 22)	2.49 ha. R12007: Pts Allot 181 Onewhero Parish
landing reserve - Ohairoa Stream	1.7 ha. R12008: Allot 182 Onewhero Parish
Cameron Town Historic Reserve	4.99 ha. R12302: Allot 1 SEC 1 Town of Cameron
Cameron Town Historic Reserve	4.99 ha. R12302: Allot 2 SEC 1 Town of Cameron
Cameron Town Historic Reserve	4.99 ha. R12302: Allot 3 SEC 1 Town of Cameron
Cameron Town Historic Reserve	4.99 ha. R12302: Allot 4 SEC 1 Town of Cameron
Cameron Town Historic Reserve	4.99 ha. R12302: Allot 5 SEC 1 Town of Cameron
Cameron Town Historic Reserve	4.99 ha. R12302: Lot 20 DP 160476
Cameron Town Historic Reserve	4.99 ha. R12302: Sec 6 SO 66341
Cameron Town Historic Reserve	4.99 ha. R12302: Sec 7 SO 66341
Cameron Town Historic Reserve	4.99 ha. R12302: Lot 21 DP 160476
Cameron Town Historic Reserve	4.99 ha. R12302: Sec 1 SO 67326
Waikato River Marginal Strip	0.4 ha. R12521: CL Suburbs of Tuakau
Port Waikato Sand Dunes Recreation Reserve	60.65 ha. R13001: Lot 1 DPS 27544
Port Waikato Sand Dunes Recreation Reserve	60.65 ha. R13001: Allot 33 Putataka Parish
Awaroa Swamp Wildlife Management Reserve	355.72 ha. R13013: Pt Allot 1 marked A Whangape Parish
Awaroa Swamp Wildlife Management Reserve	355.72 ha. R13013: Allot 329 Whangape Parish
Marginal Strip - Tikotiko Stream	0.35 ha. R13020: Crown Land Reserved from Sale adjoining Pt Allot 37 Whangape Parish
esplanade reserve 1 - Cobourne Place, Port Waikato	0.04 ha. R13038: Sec 121 Town of Port Waikato
Waikato River Conservation Area	17.87 ha. R13279: Lot 3 DP 136551
Waikato River Conservation Area	17.87 ha. R13279: Lot 5 DP 136551
Waikato Heads Conservation area	306.33 ha. R13299: Sec 1 Parish of Waiuku West
Waikato Heads Conservation area	306.33 ha. R13299: Pt Allots 100 Parish of Waiuku West
Waikato Heads Conservation area	306.33 ha. R13299: Sec 2 Parish of Waiuku West

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Waikato Heads Conservation area	306.33 ha. R13299: Sec 1 Parish of Waiuku West
Waikato Heads Conservation area	306.33 ha. R13299: Allot 98 Parish of Waiuku West
Akaaka Stream Marginal Strip	2.3 ha. R13522: Allot (CL) 289 Parish of Waiuku East
Maioero Sands Marginal Strip	3.91 ha. R13531: Pt Allots (CL) ALLOT 381 Parish of Waiuku West
Maioero Sands Marginal Strip	3.91 ha. R13531: Pt Allots (CL) 147, 156 Parish of Waiuku West
marginal strip - Waikato River, Motutawa	0 ha. S12001: Crown Land Reserved from Sale adjoining Allot 94 Onewhero Parish
marginal strip - Waikato River, Winstones	1.4 ha. S12002: Crown Land Reserved from Sale adjoining Pt Allot 176 Whangamarino Parish
Marginal strip - Maramarua River	0.16 ha. S12003: Crown Land Reserved from Sale adjoining Lot 1 DP 61203
Marginal Strip - Kopuera Stream & Maramarua River confluence	0 ha. S12004: Crown Land Reserved from Sale adjoining Allot 264 Parish of Koheroa
marginal strip - Waikato River, Douglas Road	0 ha. S12021: Crown Land Reserved from Sale adjoining Allot 211 Onewhero Parish
Havelock Marginal Strip	1.61 ha. S12526: CL Parish of Mangatawhiri
Havelock Marginal Strip	1.61 ha. S12526: CL Parish of Mangatawhiri
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked A on SO 64297
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked B on SO 64297
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Allot 720 Whangamarino Parish
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Allot 476A Whangamarino Parish
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked A on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked B on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land Reserved from Sale marked C on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land Reserved from Sale marked D on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land Reserved from Sale marked E on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land Reserved from Sale marked F on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land Reserved from Sale marked G on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land Reserved from Sale marked H on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked I on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked J on SO 58816

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Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked K on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked L on SO 58817
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked M on SO 58818
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Resumed Road marked N on SO 58818
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked O on SO 58818
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Allot 41 marked I Maramarua Parish
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Allot 134 marked I Maramarua Parish
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Pt Allot 3 marked I Maramarua Parish
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Sec 13 Blk VII Maramarua Survey District
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Pt Sec 3 Blk VII Maramarua Survey District
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Crown Land marked J on SO 58816
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Pt Allot 3 marked J Maramarua Parish
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Pt Allot 3 marked K Maramarua Parish
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Pt Sec 3 Blk VII Maramarua Survey District
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Pt Sec 11 Blk VII Maramarua Survey District
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Resumed Road marked O on SO 58818
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Resumed Road marked O on SO 58818
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Resumed Road marked O on SO 58818
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Resumed Road marked O on SO 58818
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Sec 6 SO 61344
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Sec 7 SO 61344
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Sec 8 SO 61344
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Sec 9 SO 61344
Whangamarino Wetland Management Reserve	4870.6 ha. S13001: Sec 10 SO 61344
Marginal Strip - Whangamarino River	1.38 ha. S13003: Crown Land adjoining Allot 642 Whangamarino Parish
Marginal Strip - Whangamarino River	1.38 ha. S13003: Crown Land adjoining Pt Allot 571 Whangamarino Parish
Waikato River (Meremere) Marginal Strip	2.95 ha. S13006: Crown Land adjoining Lot 1 DPS 74631
Conservation Area - Waikato River	2.48 ha. S13007: Pt Allots 302 & 303 Whangamarino Parish

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Conservation Area - Waikato River	2.48 ha. S13007: Pt Allots 302 & 303 Whangamarino Parish
Waikato River (Gregory Road) Marginal Strip	1.28 ha. S13008: Crown Land adjoining Lot 2 DPS 57504
Conservation Area - Waikato River	0.85 ha. S13009: Pt Allot 399 Whangamarino Parish
Conservation Area - Waikato River	2.87 ha. S13010: Pt Allot 283 Whangamarino Parish
Conservation Area - Waikato River	2.87 ha. S13010: Pt Allot 306 Whangamarino Parish
Conservation Area - Waikato River	1.65 ha. S13011: Pt Allot 291 Whangamarino Parish
Conservation Area - Waikato River	1.65 ha. S13011: Pt Allot 292 Whangamarino Parish
Conservation Area - Waikato River	1.65 ha. S13011: Pt Allot 293 Whangamarino Parish
Conservation Area - Waikato River	1.65 ha. S13011: Pts Allot 293 Whangamarino Parish
Conservation Area - Waikato River Islands	4.6 ha. S13013: Allot 737 Whangamarino Parish
Conservation Area - Waikato River Islands	4.6 ha. S13013: Allot 738 Whangamarino Parish
Conservation Area - Waikato River Islands	4.6 ha. S13013: Allot 740 Whangamarino Parish
Conservation Area - Waikato River Islands	4.6 ha. S13013: Allot 744 Whangamarino Parish
Conservation Area - Waikato River Islands	4.6 ha. S13013: Allot 748 Whangamarino Parish
Waikato River Islands Wildlife Management Reserve	S13014: Allot 750 Whangamarino Parish
Waikato River Islands Wildlife Management Reserve	S13014: Allot 741 Whangamarino Parish
Opuatia Swamp Wildlife Management Reserve	78.6 ha. S13015: Allot 361 Whangape Parish
Lake Whangape Wildlife Management Reserve	1330.37 ha. S13016: Allot 395 Whangape Parish
Lake Whangape Wildlife Management Reserve	1330.37 ha. S13016: Allot 396 Whangape Parish
Lake Whangape Wildlife Management Reserve	1330.37 ha. S13016: Allot 397 Whangape Parish
Lake Whangape Wildlife Management Reserve	1330.37 ha. S13016: Pt Allot 1 marked A Whangape Parish
Lake Whangape Wildlife Management Reserve	1330.37 ha. S13016: Pt Allot 1 marked C Whangape Parish
Lake Whangape Wildlife Management Reserve	1330.37 ha. S13016: Pt Allot 242 marked B Whangape Parish
Lake Rotongaro Wildlife Management Reserve	482.4 ha. S13018: Sec 54 Blk VII Rangiriri Survey District
Lake Okowhao Wildlife Management Reserve	22.62 ha. S13019: Allot 452 Pepepe Parish
Conservation Area - Te Kauwhata	6.37 ha. S13023: Sec 93 Blk XV Maramarua Survey District
Conservation Area - Waikato River	2.24 ha. S13031: Pt Allot 15B Whangape Parish
Conservation Area - Waikato River	2.24 ha. S13031: Pt Allot 15B Whangape Parish
Conservation Area - Waikato River	2.24 ha. S13031: Pt Allot 15B Whangape Parish

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marginal strips - Te Onetea Stream	0 ha. S13032: Crown Land adjoining Allot 463 Whangamarino Parish
marginal strips - Te Onetea Stream	0 ha. S13032: Crown Land marked R SO 47283
marginal strips - Te Onetea Stream	0 ha. S13032: Crown Land adjoining Allot 463 Whangamarino Parish
Conservation Area - Lake Rotokawau (Black Lake)	409.65 ha. S13040: Allot 731 Whangamarino Parish
Conservation Area - Lake Rotokawau (Black Lake)	409.65 ha. S13040: Crown Land adjoining Allot 727 Whangamarino Parish
Conservation Area - Lake Rotokawau (Black Lake)	409.65 ha. S13040: Allot 732 Whangamarino Parish
Conservation Area - Lake Rotokawau (Black Lake)	409.65 ha. S13040: Allot 727 Whangamarino Parish
Conservation Area - Lake Rotokawau (Black Lake)	409.65 ha. S13040: Allot 730 Whangamarino Parish
Conservation Area - Lake Rotokawau (Black Lake)	409.65 ha. S13040: Pt Allot 510 Whangamarino Parish
Conservation Area - Lake Rotokawau (Black Lake)	409.65 ha. S13040: Pt Allot 510 Whangamarino Parish
Conservation Area - Lake Rotokawau (Black Lake)	409.65 ha. S13040: Allot 733 Whangamarino Parish
Waikato River Soil Conservation & River Control Reserve	2.21 ha. S13045: Allot 684 Whangamarino Parish
Conservation Area - Waikato River (Takupu Is.)	3.75 ha. S13046: Allot 693 Whangamarino Parish
Conservation Area - Waikato River (Ohinewai Is.)	0.6 ha. S13047: Allot 846 Taupiri Parish
Conservation Area - Waikato River (Ohinewai)	20.45 ha. S13048: Allot 718 Taupiri Parish
Conservation Area - Waikato River (Ohinewai)	20.45 ha. S13048: Allot 725 Taupiri Parish
Conservation Area - Waikato River (Ohinewai)	20.45 ha. S13048: Allot 754 Taupiri Parish
Conservation Area - Lake Ohinewai	27.68 ha. S13050: Allot 796 Taupiri Parish
Waikato River Soil Conservation & River Control Reserve	2.23 ha. S13051: Allot 713 Taupiri Parish
Marginal Strip - Ralph Road, Lake Kimihia	0.83 ha. S13062: Crown Land Reserved from Sale adjoining Allot 343 Taupiri Parish
Lake Kimihia Wildlife Management Reserve	108.49 ha. S13063: Allot 848 Taupiri Parish
Lake Hakanoa Wildlife Refuge Reserve	73.01 ha. S13064: Allot 541 Taupiri Parish
Lake Hakanoa Wildlife Refuge Reserve	73.01 ha. S13064: Allot 850 Taupiri Parish
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Allot 477A Whangamarino Parish
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Pts Allot 398 Whangamarino Parish
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 1 DPS 52110
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 2 DPS 52110
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 3 DPS 52110
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 4 DPS 52111
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 5 DPS 52111
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 6 DPS 52111
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 7 DPS 52112

**SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT**

Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 8 DPS 52112
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 9 DPS 52112
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 10 DPS 52112
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 11 DPS 52112
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 12 DPS 52112
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 13 DPS 52112
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 14 DPS 52112
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 15 DPS 52112
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 16 DPS 52113
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 17 DPS 52113
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 18 DPS 52113
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 19 DPS 52113
Whangamarino Government Purpose Reserve	322.61 ha. S13087: Lot 20 DPS 52113
Waahi Stream Marginal Strip	0 ha. S13094: Pt Allot 538 Pepepe Parish
Waikato River (Gregory Road) Marginal Strip	0.53 ha. S13096: Crown Land adjoining Pt Allot 304 Whangamarino Parish
Waikato River Marginal Strip, Huntly West	1.01 ha. S13099: Sec 5 SO 58263
soil conservation & river control reserve - Huntly North	0.08 ha. S13122: Pt Lot 17 DP 23455
Conservation Area - Waikato River (Hopuhopu)	0.96 ha. S14005: Allot 535 Pepepe Parish
Waipa River (Sager Road) Marginal Strip	0 ha. S14018: Crown Land adjoining Pt Lot 1 DPS 31055
Waipa River (Kakariki Road) Marginal Strip	0 ha. S14019: Crown Land adjoining Pt Allot 69 Waipa Parish
Waipa River (Bell Road) Marginal Strip	0 ha. S14020: Crown Land adjoining Lot 2 DPS 32929
Waipa River (Houghton Road) Marginal Strip	0 ha. S14023: Crown Land adjoining Allot 443 Tuhikaramea Parish
Waipa River (Houghton Road) Marginal Strip	0 ha. S14023: Crown Land adjoining Pt Allot 446 Tuhikaramea Parish
Waipa River (Robson Road) Marginal Strip	0 ha. S14027: Crown Land adjoining Lot 1 DPS 83637
Lake Koromatua Wildlife Management Reserve	18.24 ha. S14030: Allot 473 Tuhikaramea Parish
Waikato River (Tutaekohia) Marginal Strip	0.61 ha. S14039: Crown Land adjoining Pt Allot 45 Waipa Parish
Waipa River Marginal Strip	0 ha. S14042: Crown Land adjoining Lots 5 & 19 DPS 22800
Lake Hotoananga Marginal Strip	0 ha. S14045: Pt Sec 2 SO 59504
Waipa River Marginal Strip	0 ha. S14046: Crown Land Blk XV Newcastle Survey District
Waikato River (Horitu) Marginal Strip	0 ha. S14047: Crown Land adjoining Lots 3, 2, 1 & 7 DPS 34273
Waikato River (Horitu) Marginal Strip	0 ha. S14047: Crown Land adjoining Allot 190 Horitu Parish
Waikato River (Peacocks Road, Hamilton) Marginal S	0 ha. S14050: Pt Lot 1 DPS 83083
Lake B	20.53 ha. S14053: Allot 378 Komakorau Parish
Lake C	8.19 ha. S14054: Allot 379 Komakorau Parish

## SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT

Lake Hotoananga	9.27 ha. S14055: Allot 380 Komakorau Parish
Lake Pikopiko	6.14 ha. S14056: Allot 381 Komakorau Parish
Lake Areare	39.96 ha. S14057: Allot 382 Komakorau Parish
esplanade reserve - Waikato River	0.31 ha. S14108: Sec 6 SO 311998
Conservation Area - Whatawhata	1.97 ha. S14111: Pt Allot 201A2A2C2 Karamu Parish
Conservation Area - Whatawhata	1.97 ha. S14111: Pt Allot 201A2A2C1 Karamu Parish
Conservation Area - Whatawhata	1.97 ha. S14111: Allot 201A1B1C Karamu Parish
Conservation Area - Waipa River	2.49 ha. S15004: Closed Road
Conservation Area - Waipa River	2.49 ha. S15004: Crown Land adjoining Lot 6 DPS 62299
Marginal Strip - Waipa River (Te Rore)	1 ha. S15008: Crown Land SO 205
Lake Ruatuna Wildlife Management Reserve	18.18 ha. S15015: Allot 476 Ngaroto Parish
Lake Ngarotoiti Wildlife Management Reserve	7.84 ha. S15017: Allot 475 Ngaroto Parish
Lake Rotomanuka Wildlife Management Reserve	36.56 ha. S15019: Allot 473 Ngaroto Parish
Lake Serpentine Wildlife Management Reserve	30.3 ha. S15020: Allot 467 Ngaroto Parish
Lake Rotopotaka Wildlife Management Reserve	3.44 ha. S15022: Allot 420 Puniu Parish
Moanatuatua Peat Scientific Reserve	113.82 ha. S15023: Allot 256 Pukekura Parish
Moanatuatua Peat Scientific Reserve	113.82 ha. S15023: Lot 1 DPS 19676
Moanatuatua Peat Scientific Reserve	113.82 ha. S15023: Lot 4 DPS 73175
Waikato River (Cambridge Golf Club) Marginal Strip	0 ha. S15024: Crown Land SO 35336 Survey District
Waipa River (Puniu Confluence) Marginal Strip	0 ha. S15025: Crown Land Reserved from Sale SO 1394/C
Waipa River Marginal Strip	0 ha. S15053: Crown Land Reserved from Sale adjoining Sec 324 Town of Pirongia West
Waipa River (Franklin Street) Marginal Strip	0.5 ha. S15067: Crown Land Reserved from Sale Blk IV Pirongia Survey District
Waipa River (Franklin Street) Marginal Strips	0 ha. S15077: Pt Sec 144 Town of Pirongia East
Waipa River (Franklin Street) Marginal Strips	0 ha. S15077: Sec 147A Town of Pirongia East
Waipa River (Franklin Street) Marginal Strips	0 ha. S15077: Crown Land Reserved from Sale adjoining Secs 149, 150, 151 & 152 Town of Pirongia East
Waipa River (Mangawawa Stream Confluence) Marginal Strips	0 ha. S15078: Crown Land adjoining Sec 321 Town of Pirongia West
Waipa River (Mangawawa Stream Confluence) Marginal Strips	0 ha. S15078: Crown Land adjoining Lot 1 DP 29901
Lake Whangape Fixed Marginal Strip	0.1173 ha. S13017: Crown Land adjoining Allot 337 Whangape Parish
Lake Whangape Moveable Marginal Strip	0.2148 ha. S13125: Lake bed being pts Q and N on SO 48141



**SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT**

<b>REVERSIONARY INTEREST SITES</b>	
<b>PROPERTY NAME</b>	<b>LEGAL DESCRIPTION AND PARCEL ID</b>
Cobourne Recreation Reserve	0.64 ha. R13023: Allot 68 Town of Port Waikato
Cobourne Recreation Reserve	0.64 ha. R13023: Allot 115 Town of Port Waikato
Cobourne Recreation Reserve	0.64 ha. R13023: Lot 2 DP 24159
Cobourne Recreation Reserve	0.64 ha. R13023: Lot 1 DP 24159
esplanade reserve - Ashwell Drive, Port Waikato	0.1 ha. R13035: Lot 28 DPS 23883
foreshore reserve - Maunsell Road, Port Waikato	4.15 ha. R13036: Lot 13 DPS 1186
foreshore reserve - Tuakau Bridge Port Waikato Road	0.35 ha. R13037: Lot 12 DPS 1186
esplanade reserve 2 - Cobourne Place, Port Waikato	0.03 ha. R13039: Lot 1 DPS 33066
esplanade reserve 3 - Cobourne Place, Port Waikato	0.02 ha. R13040: Lot 4 DPS 41507
esplanade reserve - Waikato River, Okahu	0.09 ha. R13041: Lot 5 DPS 2681
esplanade reserve - Waikato River, Tauranganui Marae	0.2 ha. R13043: Lot 2 DPS 35162
soil and river control reserves - Maramarua River	13.37 ha. S12005: Allot 250 Parish of Koheroa
soil and river control reserves - Maramarua River	13.37 ha. S12005: Allot 251 Parish of Koheroa
soil and river control reserves - Maramarua River	13.37 ha. S12005: Allot 252 Parish of Koheroa
soil conservation and river control reserves - Oram Rd	7.61 ha. S12046: Allot 256 Parish of Koheroa
soil conservation and river control reserves - Oram Rd	7.61 ha. S12046: Pt Allot 258 Parish of Koheroa
soil conservation and river control reserves - Oram Rd	7.61 ha. S12046: Allot 259 Parish of Koheroa
soil conservation and river control reserves - Oram Rd	7.61 ha. S12046: Allot 274 Parish of Koheroa
Manutahi Island Soil Conservation and River Control Reserve	14.97 ha. S13095: Allot 324 Whangamarino Parish
Huntly Recreation Reserve - Tumate Mahuta Drive	3.44 ha. S13098: Allot 623 Taupiri Parish
Lake Waikare Northern Outlet Soil Conservation Reserve	88.99 ha. S13116: Allot 689 Whangamarino Parish
Lake Waikare Northern Outlet Soil Conservation Reserve	88.99 ha. S13116: Allot 690 Whangamarino Parish
Lake Waikare Northern Outlet Soil Conservation Reserve	88.99 ha. S13116: Allot 691 Whangamarino Parish
Lake Waikare Northern Outlet Soil Conservation Reserve	88.99 ha. S13116: Allot 712 Whangamarino Parish
Lake Waikare Northern Outlet Soil Conservation Reserve	88.99 ha. S13116: Pt Allot 699 Whangamarino Parish

**SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT**

recreation reserve - Huntly North	1.11 ha. S13123: Pt Allot 17 Taupiri Parish
recreation reserve - Huntly North	1.11 ha. S13123: Pt Allot 15 Taupiri Parish
Lake Rotokauri Recreation Reserve	68.8 ha. S14024: Allot 402 Pukete Parish
Ngaruawahia Domain Recreation Reserve Reserve	18.44 ha. S14037: Pt Allot 667 Town of Newcastle
Ngaruawahia Domain Recreation Reserve Reserve	18.44 ha. S14037: Allot 663A Town of Newcastle
Ngaruawahia Domain Recreation Reserve Reserve	18.44 ha. S14037: Allot 671 Town of Newcastle
Ngaruawahia Domain Recreation Reserve Reserve	18.44 ha. S14037: Allot 173 Suburbs of Newcastle North
Ngaruawahia Domain Recreation Reserve Reserve	18.44 ha. S14037: Allot 174 Suburbs of Newcastle North
Ngaruawahia Domain Recreation Reserve Reserve	18.44 ha. S14037: Allot 109A Suburbs of Newcastle South
Ngaruawahia Domain Recreation Reserve Reserve	18.44 ha. S14037: Allot 568 Suburbs of Newcastle South
Ngaruawahia Domain Recreation Reserve Reserve	18.44 ha. S14037: Lot 22 DPS 546
Waikato River (Taupiri) Esplanade Reserve	0.02 ha. S14063: Lot 1 DP 36464
Taupiri Recreation Reserve	0.06 ha. S14064: Lot 6 DP 27516
Waikato River (Kainui Road) Esplanade Reserve	0.16 ha. S14065: Lot 9 DP 36255
Waikato River (Taupiri) Esplanade Reserve	0.06 ha. S14066: Lot 3 DPS 598
Narrows Recreation Reserve	1.04 ha. S14076: Pt Allot 5 Tamahere Parish
Narrows Lane Recreation Reserve	0.32 ha. S14077: Lot 11 DPS 85662
Waikato River (Narrows Lane) Esplanade Reserve	0.58 ha. S14078: Lot 8 DPS 85662
Ann Street Reserve - Hamilton City	0.35 ha. S14098: Lot 20 DPS 379
Ann Street Reserve - Hamilton City	0.35 ha. S14098: Lot 4 DPS 74739
Ann Street Reserve - Hamilton City	0.35 ha. S14098: Lot 2 DPS 76908
Ann Street Reserve - Hamilton City	0.35 ha. S14098: Lot 3 DPS 82663
Hikuwai Reserve - Hamilton City (esplanade)	1.32 ha. S14099: Lot 3 DPS 9044
Hikuwai Reserve - Hamilton City (esplanade)	1.32 ha. S14099: Lot 24 DPS 64834
Kirikiroa Reserve - Hamilton City	0.02 ha. S14101: Lot 2 DPS 81452
Kirikiroa Reserve - Hamilton City	0.02 ha. S14101: Lot 3 DPS 65343
Fairfield Esplanade - Hamilton City	0.32 ha. S14103: Lot 8 DPS 10486
Fairfield Esplanade - Hamilton City	0.32 ha. S14103: Lot 10 DPS 9657
Malcolm Street Reserve - Hamilton City	2.6 ha. S14104: Lot 48 DPS 13635
Malcolm Street Reserve - Hamilton City	2.6 ha. S14104: Lot 1 DPS 16456
Rototuna Recreation Reserve	13.43 ha. S14106: Allot 342 Kirikiriroa Parish
Rototuna Recreation Reserve	13.43 ha. S14106: Pt Allot 343 Kirikiriroa Parish
Rototuna Recreation Reserve	13.43 ha. S14106: Pt Allot 343 Kirikiriroa Parish

**SCHEDULE TO WAIKATO-TAINUI DEED OF SETTLEMENT**

Rototuna Recreation Reserve	13.43 ha. S14106: Pt Lot 1 DP 25895
Rototuna Recreation Reserve	13.43 ha. S14106: Lot 1 DP 30962
Rototuna Recreation Reserve	13.43 ha. S14106: Allot 417 Kirikiriroa Parish
Rototuna Recreation Reserve	13.43 ha. S14106: Pt Allot 35 Kirikiriroa Parish
Rototuna Recreation Reserve	13.43 ha. S14106: Allot 504 Kirikiriroa Parish
Rototuna Recreation Reserve	13.43 ha. S14106: Allot 505 Kirikiriroa Parish
Rototuna Recreation Reserve	13.43 ha. S14106: Allot 541 Kirikiriroa Parish
Rototuna Recreation Reserve	13.43 ha. S14106: Sec 1 SO 53593
Rototuna Recreation Reserve	13.43 ha. S14106: Lot 1 DPS 76271
Rototuna Recreation Reserve	13.43 ha. S14106: Sec 2 SO 61161
Rototuna Recreation Reserve	13.43 ha. S14106: Allot 420 Kirikiriroa Parish shown I on
Rototuna Recreation Reserve	13.43 ha. S14106: Allot 420 Kirikiriroa Parish shown J on
esplanade reserves - Rototuna	0.59 ha. S14107: Lot 2 DPS 76271
esplanade reserves - Rototuna	0.59 ha. S14107: Sec 1 SO 61161
Lake Cameron Recreation Reserve	6.15 ha. S15005: Allot 509 Te Rapa Parish
Lake Ngaroto Recreation Reserve	107.5 ha. S15018: Allot 481 Ngaroto Parish
esplanade reserve 2 - Waikato River (Te Awa)	0.67 ha. S15105: Lot 11 DPS 57517
esplanade reserve 3 - Waikato River (Te Awa)	0.12 ha. S15107: Lot 6 DPS 58187
esplanade reserve 4 - Waikato River (Te Awa)	0.23 ha. S15108: Lot 9 DPS 61097
esplanade reserve 5 - Waikato River (Te Awa)	0.19 ha. S15109: Lot 6 DPS 69972
esplanade reserve 6 - Waikato River (Te Awa)	0.41 ha. S15110: Lot 7 DPS 68137
Lake Ngaroto Recreation Reserve	41.59 ha. S15901: Sec 1 Blk XIV Hamilton Survey District
Lake Ngaroto Recreation Reserve	41.59 ha. S15901: Sec 2 Blk XIV Hamilton Survey District
Lake Ngaroto Recreation Reserve	41.59 ha. S15901: Allot 454 Ngaroto Parish
Lake Ngaroto Recreation Reserve	41.59 ha. S15901: Allot 460 Ngaroto Parish
Lake Ngaroto Recreation Reserve	41.59 ha. S15901: Allot 54A Mangapiko Parish
Lake Ngaroto Recreation Reserve	41.59 ha. S15901: Allot 461 Ngaroto Parish
Lake Ngaroto Recreation Reserve	41.59 ha. S15901: Allot 462 Ngaroto Parish
Karapiro Lake Domain Recreation Reserve	18.26 ha. T15547: Sec 2 Blk XIV Cambridge Survey District
Karapiro Lake Domain Recreation Reserve	18.26 ha. T15547: Sec 5 Blk XIV Cambridge Survey District
Karapiro Lake Domain Recreation Reserve	18.26 ha. T15547: Sec 6 Blk XIV Cambridge Survey District
Karapiro Lake Domain Recreation Reserve	18.26 ha. T15547: Sec 7 Blk XIV Cambridge Survey District
Karapiro Lake Domain Recreation Reserve	18.26 ha. T15547: Sec 16 Blk XIV Cambridge Survey District

## PART 11: DEED OF COVENANT

### DEED OF COVENANT

THIS DEED is made

BETWEEN

WAIKATO-TAINUI TE KAUHANGANUI INCORPORATED, IN ITS CAPACITY AS TRUSTEE OF THE WAIKATO RAUPATU RIVER TRUST ("trustee")

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Treaty of Waitangi Negotiations (the "Crown")

### BACKGROUND

- A. Under a deed of settlement dated [17 December 2009] between Waikato-Tainui and the Crown (the "deed of settlement"), the Crown agreed, subject to the terms and conditions specified in the deed of settlement, to provide certain redress to the Waikato Raupatu River Trust ("trust").
- B. The trust was established on 29 August 2007 as the entity to fulfil the role set out in clause 13.8 of the deed of settlement.
- C. As required by clause [13.7] of the deed of settlement, the trustees enter into this deed with the Crown.

IT IS AGREED as follows:

#### 1 CONFIRMATION OF RATIFICATION

- 1.1 The trustee confirms that it has been ratified by Waikato-Tainui as agent for Waikato-Tainui as an appropriate entity to fulfil the role set out in clause 13.8 of the deed of settlement.

#### 2 COVENANT

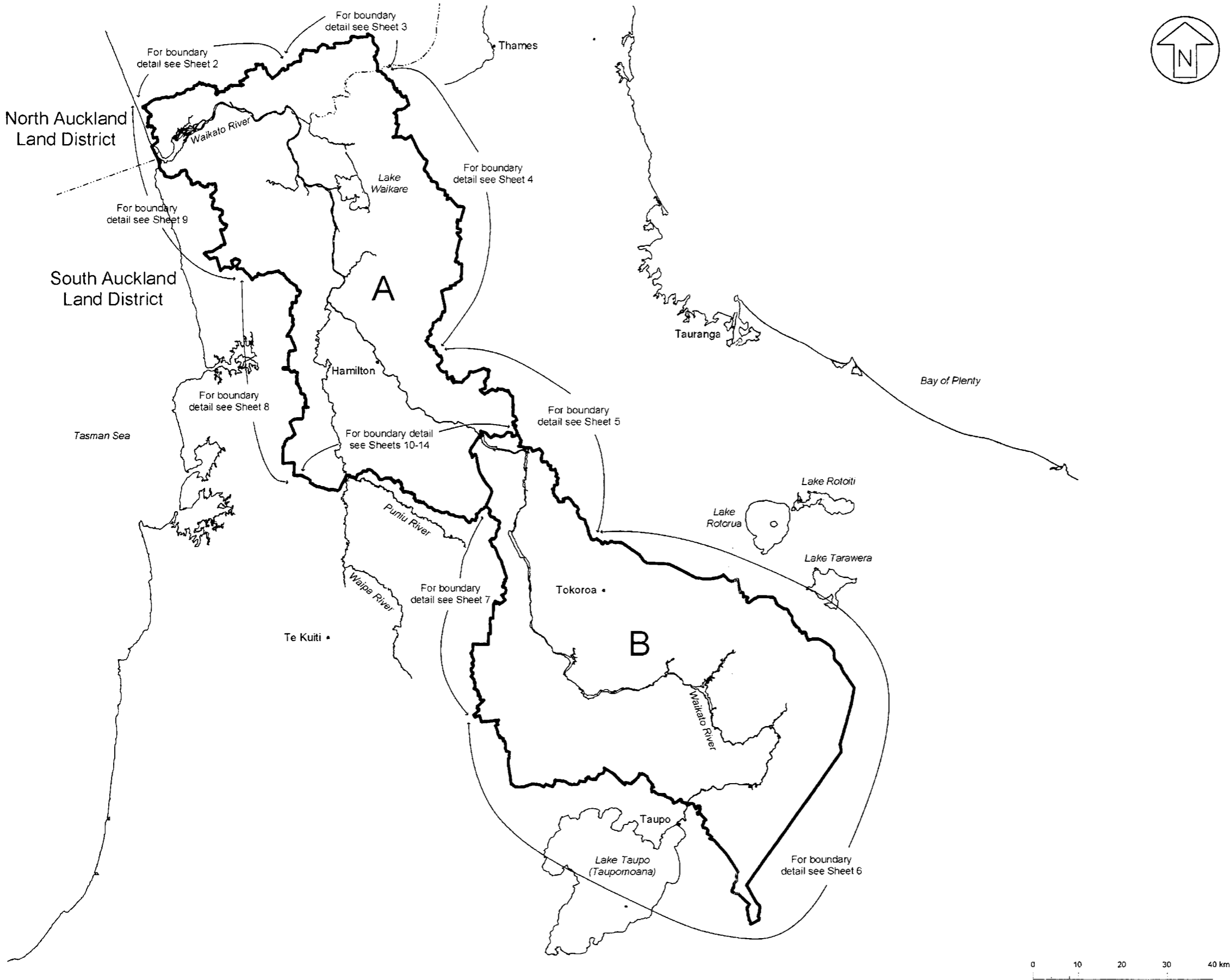
- 2.1 The trustee covenants with the Crown that, from the date of this deed, the trustee:
  - 2.1.1 is a party to the deed of settlement as if it had been named as a party to the deed of settlement and had signed it;



**PART 12: SO PLAN**

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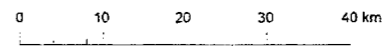


Notes:  
Where the boundary is shown along a river or road it follows the middle line of legal road or physical river unless shown otherwise.

*[Signature]*  
for and on behalf of Waikato-Tainui

*P. J. Sinclair 17, 12, 2009*  
for and on behalf of the Crown

Jurisdiction boundaries are reproduced in terms of the Waikato River and Waipa River Catchment analysis supplied by Environment Waikato. Boundaries have been aligned to the cadastral core record system as at July 2008. Alignment has been made, where possible, to the nearest appropriate legal boundary, road or river.



Land Districts: South Auckland & North Auckland  
Regional Authority: Environment Waikato

**WAIKATO RIVER AUTHORITY**  
**VISION AND STRATEGY FOR THE WAIKATO RIVER**

**WAIKATO-TAINUI CO-MANAGEMENT AREA**  
area marked A hereon  
PREPARED BY Sinclair Knight Merz Ltd  
DATE August 2008

Sheet 1 of 14

File AE03559  
Received  
Instructions

**SO 409144**