

**NGĀTI APA (NORTH ISLAND)**

**and**

**THE SOVEREIGN**

**in right of New Zealand**

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**SCHEDULE TO THE  
DEED OF SETTLEMENT OF  
THE HISTORICAL CLAIMS OF  
NGĀTI APA**

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NGĀTI APA (NORTH ISLAND) DEED OF SETTLEMENT: SCHEDULE

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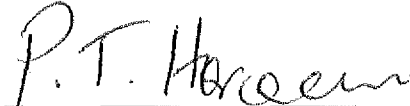
## INTRODUCTION

This Schedule forms part of the deed of settlement of the Historical Claims of Ngāti Apa (North Island) entered into between Ngāti Apa (North Island) and the Crown on 8 October 2008.

**SIGNED** for and on behalf of **THE SOVEREIGN IN RIGHT OF NEW ZEALAND** by the Minister in Charge of Treaty of Waitangi Negotiations, the Minister of Maori Affairs and Associate Minister in Charge of Treaty of Waitangi Negotiations in the presence of:



Honourable Dr Michael Cullen



Honourable Parekura Horomia



Honourable Mita Rinui

### WITNESS



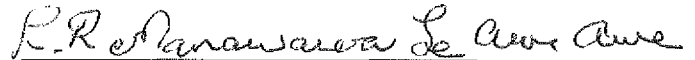
Name: *Belinda Clark*


Occupation: *Secretary for Justice*

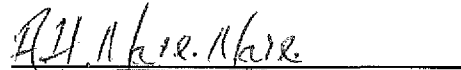
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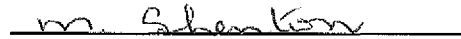
**NGĀTI APA (NORTH ISLAND) DEED OF SETTLEMENT: SCHEDULE**

**SIGNED** for and on behalf of **NGĀTI APA (NORTH ISLAND)** by the Mandated Signatories of *Te Rūnanga o Ngāti Apa Society Incorporated* in the presence of:

  
Lillian Ruihi Manawaroa Te Aweawe  
Kuia

  
Ropata Te Hina  
Kaumatua

  
Arikihanara Mare Mare  
Kaumatua

  
Mariana Shenton  
Kuia

**WITNESS**



Name: Adrian Paki Rurawhe

Occupation: Chairperson

Address: 2997 S/H3  
RD 11  
Whangāehu

Other witnesses / people of Ngāti Apa (North Island) signed below to indicate their support for the settlement.

Le Urumerua ~~Gardner~~

Erena Mabe Kingi Anson. Ngāti Apa.

Ahohemui Anderson (ne Tehan/Hooti) Ngāti Apa, ne Tehan

Soraya Peke-Mouana Rotana Pao

Mary Wakefield Tamou

ELIZABETH RUTH-TE-KIRI NICHOLSON TOMLINS.

Gloria Mareama Nicholson-Hariti

Tiarne Gush (Ngāti Apa)

Haerenga Noa Nicholson ~~Wahinevike~~

Tōkō  
U

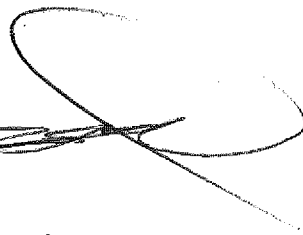
Christina Rurawhe-Gush

Kie Kiep

Waimatai Murray (Tiniwaitara Marae)

~~John Gai Kōi~~

~~Miki Rurawhe~~



~~Stephenson~~

~~Rohipati Ngipia Kōrea~~

Stephen Karaitiana ~~Te Kaitiaki~~

Wendy Evans Williams

~~Wendy~~

~~Wendy~~

Kirsten Gendall ~~Wendy~~

Carmelle Wilson

Hinerangi Kōrewha (Whānau Ranginui)

Josephine Harata Tekeurangi - Yäimän  
Harata myra Sipene Thompson.  
Mete Kingi Mat. Taranua (Darde)  
Haerangi Noa Nicholson Ngatiapa  
Sonaya Puke-Maiana Ratana Paa

Josephine Gird

~~Paia Smith~~  
Paia Smith  
Jacqueline Ann Shramke (Ngati Apa)  
Alwandra Bush | Ngati Apa

Rene Shramke  
Stella Mill Ngati Rangī Rau Graduate Karatai  
Yette Haimona, Ngati Apa.  
Maraea Holopa, Ngati Apa  
Terence Karatai, Ngati Apa.

Edward Hobbs Karatai Ngati Apa.  
Jackie Kukuwira Ngati, ARA.

Ruwan Te Mana Tikona Ngati ARA.

Jarai Nihoni  
Tewhaea Matthews  
Tepuwaitanga Koroa Matthews.

Kyja Kyo.  
Dr. J. P. Poo  
[Signature]

Te Uruwhero Gauding

NGĀTI APA (NORTH ISLAND) DEED OF SETTLEMENT: SCHEDULE

Kevin Toa Mulva Lejeune & Kaiton  
Napier Whararua.

R T Ashford 1 year  
Soyaya, Puke-Maui, Ralanga Paas  
Kosie Holt whararua Napier

Taliana Tuavao (Ashford whararua)

Arohaina Korewha

" "

||  
C

Mel Korewha  
of/for.

~~Josephine~~ Josephine  
Kare.

Katrina Haitara  
Carmen Kapea-Sutcliffe.  
Gary Sutcliffe

Maria Hiti  
Carmelle Wilson

~~Le P...~~  
Noranorie Plumridge

Pare Olowi  
Wairere whararua  
Te Pahi Ranginui

Te Ahiaia Korewha

ADSETT  
WHANAU  
TAIHAPU  
COURTNEY  
FANNIN.

Whiti-ahua  
Korewha-Tuavao  
(Ashford whararua)

Nicaylo Delamere Beamsley

Ameia TAPA-BEAMSELEY.

Hinerangi Korewha (whararua Ranginui)

||  
C



NGĀTI APA (NORTH ISLAND) DEED OF SETTLEMENT: SCHEDULE

HENRY LOUIS HARTANA  
Papaiaoa.

Wilson Wharou  
Hawkes Bay.

Hyde Mouri. Haintanea  
Mawokapa Whareu-Malabakales  
Ngakere Malakales

DOWIE

Waneti TE KOU Kapea.  
E.K. Kapea

Murray Conroy

Michael Dwyer

R Wainwright

Lionel Ngahere

Dianne Hood

~~John~~

TOKO

Aymickay

Connie Ngata  
Ngā Kahiri  
R.P. Teuwhare

Kim Tuna  
Mauhauher

PARENANUI  
R O Rotaka

Tarikura Kapea.  
Bekau Marden

Justin Gust  
Paronamui Rotana

Evelyn Hiru

~~John~~

Feron - Reef  
Jaylah

Hiri - Gust  
C. Wilson

J. Rappach  
Puhirangi J. A. A. A.

W. P. D. Kawaraka  
H. Langman

M. M. M.

M. M. M.

E. K. M.

D. D. D.

V. V. V.

T. T. T.

Hinerangi Korewa (Whanau Ranginui)

**PART 1: MISCELLANEOUS DETAILS**

**PART 1**

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**MISCELLANEOUS DETAILS**

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**PART 1: MISCELLANEOUS DETAILS**

1.1 Addresses and facsimile numbers:

**Te Runanga o Ngāti Apa Incorporated Society**  
PO Box 124  
Marton

**PART 2**

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**GROUPS OF NGĀTI APA (NORTH ISLAND)**

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## GROUPS OF NGĀTI APA (NORTH ISLAND)

### (Clause 12.1.2(a))

These are the groups for the purposes of clause 12.1.2(a):

1. Ngāti Kauae and Ngāti Taurira: Ngāti Rangiwaho, Ngāti Rangiwahakapou, Ngāti Maero, Ngāti Apu, Ngāti Rakei, Ngai Tai, Ngāti Kahuwairua, Ngāti Tumokai and Ngā Potiki;
2. Ngā Uri o Tuariki: Ngāti Tupua, Ngāti Tupataua, Ngāti Ika/Ngāti Tumoetere and Ngāti Koko;
3. Ngā Ariki: Ngāti Rangitumoana, Ngāti Tamawaina, Ngāti Rangipuhi and Ngāti Kiriwheke;
4. Ngāti Rangiwahakaturia me Ngā Uri o Taitapu: Ngāti Rangiwahakaturia, Ngāti Rangipakini, Ngāti Rangiwaho, Ngāti Horotaniwha, Ngai Tai, Ngāti Tumataikura, Ngāti Ratua, Ngāti Hika Pirau, Ngāti Tamaea and Ngāti Kiriwheke; and
5. Ngā Wairiki ki Uta: Ngāti Huru, Ngāti Houmahanga, Ngāti Paenga, Ngāti Tukorero, Ngāti Taukohu, Ngāti Hinga and Ngāti Makohu.

**PART 3**

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**NGĀTI APA (NORTH ISLAND) ANCESTORS**

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## NGĀTI APA (NORTH ISLAND) ANCESTORS

### (Clause 12.2.1(a))

These are the individuals for the purposes of clause 12.2.1(a):

1. Apahapaitaketake;
2. Tamatapui;
3. Tukorero rāua ko tāna wahine ko Whainu;
4. Taukohu;
5. Manumanu;
6. Paenga;
7. Ika rāua ko tāna wahine ko Tumoetere;
8. Rangiwihakaturia;
9. Taitapu;
10. Tamaea;
11. Kiriwheke;
12. Tamarehe;
13. Rangipuhi;
14. Tuariki;
15. Rongowekaupa;
16. Tupua;
17. Tupataua;
18. Koko; and
19. Papawhenua.



**PART 4**

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**PROTOCOLS**

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*P. J. S.*

## DOC PROTOCOL

### (Clause 5.1)

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF CONSERVATION REGARDING DEPARTMENT OF CONSERVATION/ NGĀTI APA (NORTH ISLAND) INTERACTION ON SPECIFIED ISSUES**

#### 1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [ ] between Ngāti Apa (North Island) and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister of Conservation (the "Minister") would issue a Protocol (the "DOC Protocol") setting out how the Department of Conservation (the "Department") will interact with the Ngāti Apa (North Island) Governance Entity (the "Governance Entity") on matters specified in the DOC Protocol. These matters are:
- 1.1.1 implementation and communication;
  - 1.1.2 business planning;
  - 1.1.3 cultural materials;
  - 1.1.4 freshwater fisheries;
  - 1.1.5 historic resources (wāhi tapu);
  - 1.1.6 natural heritage;
  - 1.1.7 marine mammals;
  - 1.1.8 pest control;
  - 1.1.9 Resource Management Act 1991;
  - 1.1.10 visitor and public information;
  - 1.1.11 concession applications; and
  - 1.1.12 consultation.
- 1.2 Both the Department and Governance Entity are committed to establishing and maintaining a positive and collaborative relationship that gives effect to the principles of the Treaty of Waitangi as provided for in section 4 of the Conservation Act 1987. Those principles provide the basis for an ongoing relationship between the parties to the DOC Protocol to achieve over time the conservation policies, actions and outcomes sought by both the Governance Entity and the Department, as set out in this DOC Protocol.

## NGĀTI APA (NORTH ISLAND) SCHEDULE

### PART 4: DOC PROTOCOL

1.3 The purpose of the Conservation Act 1987 is to enable the Department "to manage for conservation purposes, all land, and all other natural and historic resources" under that Act and to administer the statutes in the First Schedule to the Act (together, the "**Conservation Legislation**"). The Minister and Director-General, or their delegates, are required to exercise particular functions, powers and duties under that legislation.

1.4 Ngāti Apa (North Island) accept a responsibility as kaitiaki under tikanga Māori to preserve, protect, and manage natural and historic resources within their rohe.

#### 2 PURPOSE OF THE DOC PROTOCOL

2.1 The purpose of this Protocol is to assist the Department and the Governance Entity to exercise their respective responsibilities with the utmost cooperation to achieve over time the conservation policies, actions and outcomes sought by both.

2.2 This Protocol sets out a framework that enables the Department and Ngāti Apa (North Island) to establish a constructive working relationship that gives effect to section 4 of the Conservation Act. It provides for Ngāti Apa (North Island) to have meaningful input into certain policy, planning and decision-making processes in the Department's management of conservation lands and fulfilment of statutory responsibilities within the Ngāti Apa (North Island) DOC Protocol Area.

#### 3 PROTOCOL AREA

3.1 The DOC Protocol applies across the DOC Protocol Area which means the area identified in the map included in Attachment A of this Protocol.

#### 4 TERMS OF ISSUE

4.1 This Protocol is issued pursuant to section [ ] of the [ ] Act [ ] (the "**Settlement Legislation**") and clause [ ] of the Deed of Settlement. The provisions of the Settlement Legislation and the Deed of Settlement specifying the terms on which this Protocol is issued are set out in Attachment B of the DOC Protocol.

#### 5 IMPLEMENTATION AND COMMUNICATION

5.1 The Department will seek to establish and maintain effective and efficient communication with Ngāti Apa (North Island) on a continuing basis by:

5.1.1 maintaining information on the Governance Entity's office holders, and their addresses and contact details;

5.1.2 providing a primary departmental contact for the Governance Entity who will act as a liaison person with other departmental staff;

5.1.3 providing reasonable opportunities for the Governance Entity to meet with departmental managers and staff;

5.1.4 holding alternate meetings at the Area Office and a Ngāti Apa (North Island) marae or other venue chosen by the Governance Entity to discuss issues that may have arisen every six months, unless otherwise agreed. The parties may also:

(a) annually review implementation of the DOC Protocol; and

PART 4: DOC PROTOCOL

- (b) led by the Governance Entity, arrange for an annual report back to the affiliate iwi and hapu of the Governance Entity in relation to any matter associated with the implementation of this Protocol; and

5.1.5 training relevant staff and briefing Conservation Board members on the content of the DOC Protocol.

5.2 The Department will, where relevant, inform conservation stakeholders about this Protocol and the Ngāti Apa (North Island) settlement, and provide ongoing information as required.

5.3 The Department will advise the Governance Entity of any departmental policy directions and the receipt of any research reports relating to matters of interest to Ngāti Apa (North Island) within the DOC Protocol Area, and provide copies or the opportunity for the Governance Entity to study those reports.

**6 BUSINESS PLANNING**

6.1 The Department's annual business planning process determines the Department's conservation work priorities.

6.2 The Department will provide opportunities for the Governance Entity to input into any relevant Conservation Management Strategy reviews or Management Plans, if any, within the DOC Protocol Area.

6.3 The process for the Governance Entity to identify and/or develop specific projects for consideration by the Department is as follows:

6.3.1 the Department and the Governance Entity will on an annual basis identify priorities for undertaking specific projects requested by the Governance Entity. The identified priorities for the upcoming business year will be taken forward by the Department into its business planning process and considered along with other priorities.

6.3.2 the decision on whether any specific projects will be funded in any business year will be made by the Conservator and General Manager Operations, after following the co-operative processes set out above.

6.3.3 if the Department decides to proceed with a specific project request by the Governance Entity, the Governance Entity and the Department may meet again to finalise a work plan and a timetable before implementation of the specific project in that business year, in accordance with the resources which have been allocated in the business plan.

6.3.4 if the Department decides not to proceed with a specific project it will communicate to the Governance Entity the factors that were taken into account in reaching that decision.

6.4 The Department will consider inviting the Governance Entity to participate in specific projects, including the Department's volunteer and conservation events that may be of interest to Ngāti Apa (North Island).

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PART 4: DOC PROTOCOL

**7 CULTURAL MATERIALS**

- 7.1 For the purpose of this Protocol, cultural materials are plants, plant materials, and materials derived from animals, marine mammals or birds for which the Department is responsible within the DOC Protocol Area and which are important to Ngāti Apa (North Island) in maintaining and expressing its cultural values and practices.
- 7.2 Current legislation means that generally some form of concession or permit is required for any gathering and possession of cultural materials.
- 7.3 In relation to cultural materials, the Minister and/or Director-General will:
- 7.3.1 consider requests from the Governance Entity for access to and use of cultural materials within the DOC Protocol Area when required for cultural purposes, in accordance with the relevant legislation;
  - 7.3.2 consult with the Governance Entity in circumstances where there are competing requests between the Governance Entity and non-Ngāti Apa (North Island) persons or entities for the use of cultural materials, for example for scientific research purposes; and
  - 7.3.3 agree, where appropriate and taking into consideration the interest of other iwi or other representatives of tangata whenua, for the Governance Entity to have access to cultural materials which become available as a result of departmental operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death or otherwise through natural causes.
- 7.4 Where appropriate, the Department will consult with the Governance Entity on the development of procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation.

**8 FRESHWATER FISHERIES**

- 8.1 Freshwater fisheries are managed under two sets of legislation: the Fisheries Act 1983 and 1996 (administered by the Ministry of Fisheries) and the Conservation Act 1987 (administered by the Department of Conservation). The Department's functions include the preservation of indigenous freshwater fisheries and habitats. The whitebait fishery is administered by the Department under the Whitebait Fishing Regulations, made under the Conservation Act.
- 8.2 The Department and the Governance Entity will work together to ensure that the relevant staff of the Department is aware of relevant tikanga relating to freshwater fisheries.
- 8.3 The Department will work at the Area Office level to provide for participation by the Governance Entity in the conservation, management and research of customary freshwater fisheries and freshwater fish habitats by:
- 8.3.1 seeking to identify areas for co-operation focusing on fish passage, minimum flows, protection of riparian vegetation and habitats, water quality improvement and in the restoration, rehabilitation or enhancement of customary freshwater fisheries and their freshwater habitats;

## NGĀTI APA (NORTH ISLAND) SCHEDULE

### PART 4: DOC PROTOCOL

- 8.3.2 consulting with the Governance Entity where the Department is developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements; and
- 8.3.3 considering the Governance Entity as a possible science provider or collaborator for research projects funded or promoted by the Department in the same manner as other potential providers or collaborators.

#### 9 HISTORIC RESOURCES – WĀHI TAPU

- 9.1 Ngāti Apa (North Island) consider that their wāhi tapu and other places of cultural heritage significance are taonga (priceless treasures), and the Department will respect the great significance of these taonga by fulfilling the obligations contained in this clause of the DOC Protocol.
- 9.2 The Department has a statutory role to conserve historic resources in protected areas and will endeavour to do this for sites of significance to Ngāti Apa (North Island) in association with the Governance Entity and according to Ngāti Apa (North Island) tikanga.
- 9.3 The Department accepts that non-disclosure of locations of places known to Ngāti Apa (North Island) may be an option that the Governance Entity chooses to take to preserve the wāhi tapu nature of places. There may be situations where the Governance Entity will ask the Department to treat information it provides on wāhi tapu sites in a confidential way.
- 9.4 The Department and the Governance Entity will work together to establish processes for dealing with information on wāhi tapu sites in a way that recognises both the management challenges that confidentiality can present and provides for the requirements of Ngāti Apa (North Island).
- 9.5 The Department will work with the Governance Entity at the Area Office level to respect Ngāti Apa (North Island) values attached to identified wāhi tapu and other places of significance on lands administered by the Department by:
  - 9.5.1 discussing with the Governance Entity, by the end of the second year of this Protocol being issued and on a continuing basis, practical ways in which Ngāti Apa (North Island) can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the DOC Protocol Area;
  - 9.5.2 managing sites of historic significance to Ngāti Apa (North Island) according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993, and in co-operation with Ngāti Apa (North Island);
  - 9.5.3 informing the Governance Entity if whenua tangata or koiwi are found within the DOC Protocol Area; and
  - 9.5.4 assisting in recording and protecting wāhi tapu and other places of cultural significance to Ngāti Apa (North Island) where appropriate, to seek to ensure that they are not desecrated or damaged.

PART 4: DOC PROTOCOL

**10 NATURAL HERITAGE**

- 10.1 The Department aims at conserving the full range of New Zealand's ecosystems, maintaining or restoring the ecological integrity of managed sites, and ensuring the survival of threatened species, in particular those most at risk of extinction.
- 10.2 In recognition of the cultural, historic and traditional association of Ngāti Apa (North Island) with indigenous flora and fauna found within the DOC Protocol Area for which the Department has responsibility, the Department will inform the Governance Entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for the Governance Entity to participate in these programmes.

**11 MARINE MAMMALS**

- 11.1 The Department administers the Marine Mammals Protection Act 1978 and the Marine Mammals Regulations 1992. These provide for the establishment of marine mammal sanctuaries, for permits in respect of marine mammals, the disposal of sick or dead specimens and the prevention of marine mammal harassment. All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. Under that Act the Department is responsible for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.
- 11.2 The DOC Protocol also aims at assisting the conservation of cetacean species by contribution to the collection of specimens and scientific data of national and international importance.
- 11.3 The Department believes that there are opportunities to meet the cultural interests of Ngāti Apa (North Island) and to facilitate the gathering of scientific information. This Protocol is intended to meet both needs by way of a co-operative approach to the management of whale strandings and to provide general guidelines for the management of whale strandings in the DOC Protocol Area, and for the recovery by Ngāti Apa (North Island) of bone and other material for cultural purposes from dead marine mammals.
- 11.4 There may be circumstances during a stranding in which euthanasia is required, for example if the animal is obviously distressed or if it is clear that a refloating operation is unsuccessful. The decision to euthanase, which will be made in the best interests of marine mammals and public safety, is the responsibility of an officer or person authorised by the Minister of Conservation. The Department will make every effort to inform the Governance Entity before any decision to euthanase.
- 11.5 Both the Department and Ngāti Apa (North Island) acknowledge the scientific importance of information gathered at strandings. Decisions concerning the exact nature of the scientific samples required and the subsequent disposal of any dead animals, including their availability to Ngāti Apa (North Island), will depend on the species.
- 11.6 The following species ("**category 1 species**") are known to strand most frequently on New Zealand shores. In principle these species should be available to the Governance Entity for the recovery of bone once scientific data and samples have

PART 4: DOC PROTOCOL

been collected. If there are reasons why this principle should not be followed, they must be discussed between the parties to this Protocol. Category 1 species are:

11.6.1 common dolphins (*Delphinus delphis*)

11.6.2 long-finned pilot whales (*Globicephala melas*)

11.6.3 sperm whales (*Physeter macrocephalus*).

11.7 The following species ("**category 2 species**") are either not commonly encountered in New Zealand waters, or may frequently strand here but are rare elsewhere in the world. For these reasons their scientific value has first priority. In most instances, bone from category 2 species will be made available to the Governance Entity after autopsy if requested.

- All baleen whales
- Short-finned pilot whale (*Globicephala macrorhynchus*)
- Beaked whales (all species, family Ziphiidae)
- Pygmy sperm whale (*Kogia breviceps*)
- Dwarf sperm whale (*Kogia simus*)
- Bottlenose dolphin (*Tursiops truncatus*)
- Maui's dolphin (*Cephalorhynchus hectori maui*)
- Dusky dolphin (*Lagenorhynchus obscurus*)
- Risso's dolphin (*Grampus griseus*)
- Spotted dolphin (*Stenella attenuata*)
- Striped dolphin (*Stenella coeruleoalba*)
- Rough-toothed dolphin (*Steno bredanensis*)
- Southern right whale dolphin (*Lissodelphis peronii*)
- Spectacled porpoise (*Australophocoena dioptrica*)
- Melon-headed whale (*Peponocephala electra*)
- Pygmy killer whale (*Feresa attenuata*)
- False killer whale (*Pseudorca crassidens*)
- Killer whale (*Orcinus orca*)
- Any other species of cetacean previously unknown in New Zealand waters.

P.Y. JS



## NGĀTI APA (NORTH ISLAND) SCHEDULE

### PART 4: DOC PROTOCOL

- 11.8 If Ngāti Apa (North Island) does not wish to recover the bone or otherwise participate the Governance Entity will notify the Department whereupon the Department will take responsibility for disposing of the carcass.
- 11.9 Because the in-situ recovery of bones involves issues relating to public safety, including the risk of infection from dead and decaying tissue, it needs to be attempted only by the informed and skilled. Ngāti Apa (North Island) bone recovery teams will also want to ensure that the appropriate cultural tikanga is understood and followed. However, both parties acknowledge that generally burial will be the most practical option.
- 11.10 Subject to the prior agreement of the Conservator, where disposal of a dead stranded marine mammal is carried out by the Governance Entity, the Department will meet the reasonable costs incurred up to the estimated costs which would otherwise have been incurred by the Department to carry out the disposal.
- 11.11 The Department will:
- 11.11.1 reach agreement with the Governance Entity on authorised key contact people who will be available at short notice to make decisions on the desire of Ngāti Apa (North Island) to be involved when there is a marine mammal stranding;
  - 11.11.2 promptly notify the key contact people of all stranding events; and
  - 11.11.3 discuss, as part of the disposal process, burial sites and, where practical, agree sites in advance which are to be used for disposing of carcasses in order to meet all the health and safety requirements and to avoid the possible violation of Ngāti Apa (North Island) tikanga.

## 12 PEST CONTROL

- 11.1 A key objective and function of the Department is to prevent, manage and control threats to natural, historic and cultural heritage values from animal and weed pests. This is to be done in a way that maximises the value from limited resources available to do this work.
- 11.2 The Department will:
- 11.2.1 seek and facilitate early consultation with the Governance Entity on pest control activities within the DOC Protocol Area, particularly in relation to the use of poisons;
  - 11.2.2 provide the Governance Entity with opportunities to review and assess programmes and outcomes; and
  - 11.2.3 where appropriate, consider co-ordinating its pest control programmes with those of the Governance Entity when the Governance Entity is an adjoining landowner.

PART 4: DOC PROTOCOL

**13 RESOURCE MANAGEMENT ACT 1991**

13.1 Ngāti Apa (North Island) and the Department both have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.

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

13.3 In carrying out advocacy under the Resource Management Act 1991, the Department will:

13.3.1 discuss with the Governance Entity the general approach that may be taken by Ngāti Apa (North Island) and the Department in respect of advocacy under the Resource Management Act, and seek to identify their respective priorities and issues of mutual concern;

13.3.2 have regard to the priorities and issues of mutual concern identified when the Department makes decisions in respect of advocacy under the Resource Management Act; and

13.3.3 make non-confidential resource information available to the Governance Entity to assist in improving their effectiveness in resource management advocacy work.

**14 VISITOR AND PUBLIC INFORMATION**

14.1 The Department has a role to share knowledge about natural and historic heritage with visitors, to satisfy their requirements for information, increase their enjoyment and understanding of this heritage, and develop an awareness of the need for its conservation.

14.2 In providing public information, interpretation services and facilities for visitors on the land it manages, the Department acknowledges the importance to Ngāti Apa (North Island) of their cultural, traditional and historic values, and the association of Ngāti Apa (North Island) with the land the Department administers within the DOC Protocol Area.

14.3 The Department will work with the Governance Entity at the Area Office level to encourage respect for Ngāti Apa (North Island) cultural heritage values by:

14.3.1 seeking to raise public awareness of any positive conservation partnerships between the Governance Entity, the Department and other stakeholders, for example, by way of publications, presentations, and seminars; and

14.3.2 ensuring that information contained in the Department's publications is accurate and appropriate by:

(a) obtaining the consent of the Governance Entity for disclosure of information from it, and

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## NGĀTI APA (NORTH ISLAND) SCHEDULE

### PART 4: DOC PROTOCOL

- (b) consulting with the Governance Entity prior to the use of information about Ngāti Apa (North Island) values for new interpretation panels, signs and visitor publications.

#### 15 CONCESSION APPLICATIONS

15.1 By the end of the second year of this Protocol being issued and on a continuing basis, the Department will work with the Governance Entity to identify categories of concessions that may impact on the cultural, spiritual or historic values of Ngāti Apa (North Island).

15.2 In relation to the concession applications within the categories identified by the Department and Governance Entity under clause 15.1, the Minister will:

15.2.1 consult with the Governance Entity with regard to any applications or renewals of applications within the DOC Protocol Area, and seek the input of the Governance Entity by:

- (a) providing for the Governance Entity to indicate within ten working days whether applications have any impacts on Ngāti Apa (North Island)'s cultural, spiritual and historic values; and
- (b) if the Governance Entity indicates that an application has any such impacts, allowing a reasonable specified timeframe (of at least a further ten working days) for comment;

15.2.2 when a concession is publicly notified, the Department will at the same time provide separate written notification to the Governance Entity;

15.2.3 prior to issuing concessions to carry out activities on land managed by the Department within the DOC Protocol Area, and following consultation with the Governance Entity, the Minister will advise the concessionaire of Ngāti Apa (North Island) tikanga and values and encourage communication between the concessionaire and the Governance Entity if appropriate; and

15.2.4 ensure when issuing and renewing concessions that give authority for other parties to manage land administered by the Department, that those parties:

- (a) be required to manage the land according to the standards of conservation practice mentioned in clause 9.5.2; and
- (b) be encouraged to consult with the Governance Entity before using cultural information of Ngāti Apa (North Island).

#### 16 CONSULTATION

16.1 Where the Department is required to consult under clauses 7.3, 7.4, 8.3, 11.2 and 14.3 of this Protocol, the basic principles that will be followed by the Department in consulting with the Governance Entity in each case are:

16.1.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Department of the proposal or issues to be the subject of the consultation;

NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 4: DOC PROTOCOL

- 16.1.2 providing the Governance Entity with sufficient information to make informed discussions and submissions in relation to any of the matters that are subject of the consultation;
- 16.1.3 ensuring that sufficient time is given for the effective participation of the Governance Entity, including the preparation of submissions by the Governance Entity, in relation to any of the matters that are the subject of the consultation; and
- 16.1.4 ensuring that the Department will approach the consultation with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the consultation.
- 16.2 Where the Department has consulted with the Governance Entity as specified in clause 16.1, the Department will report back to the Governance Entity on the decision made as a result of any such consultation.

**17 DEFINITIONS**

- 17.1 In this Protocol:

**Area Office** means the one of the Area Offices of Department of Conservation which are located within the Ngāti Apa area of interest. (There are two Area Offices within the area of interest, namely Whanganui Area Office and Poumanahere-Palmerston North Area Office);

**Conservation Management Strategy** has the same meaning as in the Conservation Act 1987;

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

**Conservation Management Strategy** and **Conservation Management Plan** have the same meaning as in the Conservation Act 1987;

**Conservator** means the Department of Conservation's Wanganui Conservator;

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

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

**General Manager Operations** means the Department of Conservation's General Manager for Operations, Northern;

**Governance Entity** means [insert name and description];

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**Ngāti Apa (North Island)** has the meaning set out in clause 12.1 of the Deed of Settlement;

**Kaitiaki** means environmental guardians;

**Protocol** means a statement in writing, issued by the Crown through the Minister of Conservation to the Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this DOC Protocol; and

**Tikanga Māori** refers to Māori traditional customs.

**18 PROVISION OF INFORMATION**

- 18.1 Where the Department is to provide information to the Governance Entity under this Protocol, this information will be provided subject to the provisions of the Official Information Act 1981.

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NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 4: DOC PROTOCOL

ISSUED on [                      ]

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

**WITNESS:**

Name:

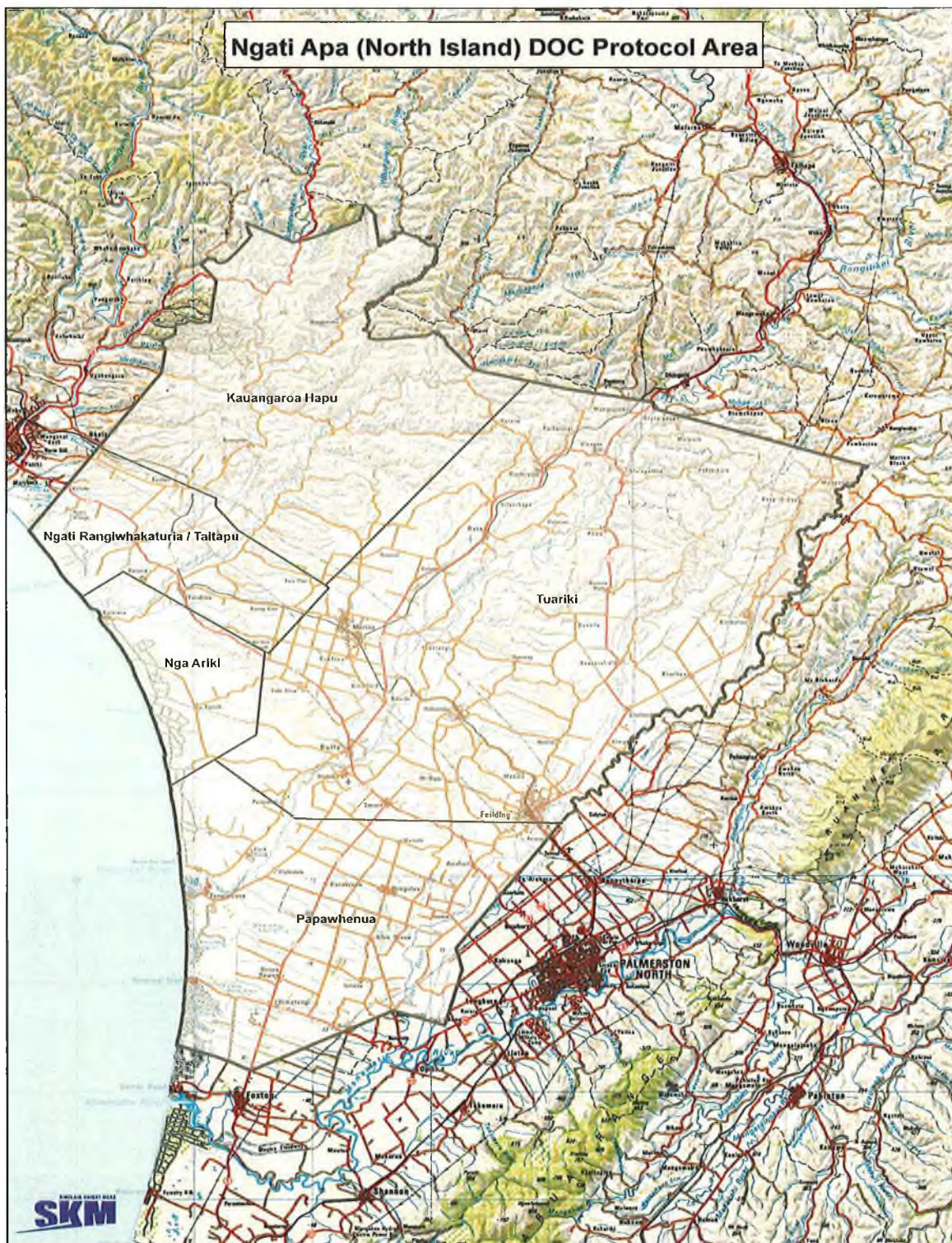
Occupation:

Address:

*PM 5*

NGĀTI APA (NORTH ISLAND) SCHEDULE  
PART 4: DOC PROTOCOL

ATTACHMENT A  
DOC PROTOCOL AREA



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NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 4: DOC PROTOCOL

**ATTACHMENT B  
TERMS OF ISSUE**

This Protocol is issued subject to the provisions of the Deed of Settlement and the Settlement Legislation. These provisions are set out below.

**1 Provisions of the Deed of Settlement relating to this protocol**

1.1 The Deed of Settlement provides that:

1.1.1 a failure by the Crown to comply with a Protocol is not a breach of the Deed of Settlement (clause 5.8); and

1.1.2 this Protocol does not restrict the ability of the Crown to interact or consult with any person including any iwi, hapu, marae, whanau, or other representative of tangata whenua (clause 5.7.4(a)(ii));

1.1.3 this Protocol:

(a) is consistent with section 4 of the Conservation Act 1987;

(b) does not override or diminish:

(i) the requirements of the Conservation Legislation;

(ii) the functions and powers of the Minister of Conservation, or the Department of Conservation, under that legislation; or

(iii) the rights of Ngāti Apa (North Island), or a Representative Entity, under that legislation (clause 5.7.4(c)).

1.2 Representative Entity has the same meaning in clause 1.1.3(iii) of these terms of issue as the term "representative entity for Ngāti Apa (North Island)" has in clause 12.6 of the Deed of Settlement.

**2 Authority to issue, amend or cancel Protocols**

2.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses 5.7.1-5.7.3 of the Deed of Settlement]*

**3 Protocols subject to rights and obligations**

3.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clause 5.7.4 of the Deed of Settlement]*

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PART 4: DOC PROTOCOL

**4 Noting of Protocol**

4.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses 5.2.1 and 5.2.2 of the Deed of Settlement]*

**5 Enforceability of Protocol**

5.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses 5.7.5-5.7.7 of the Deed of Settlement]*

**6 Limitation of rights**

6.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clause 5.2.3 of the Deed of Settlement]*

pay 5

## FISHERIES PROTOCOL

### (Clause 5.3)

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF FISHERIES  
REGARDING INTERACTION WITH NGĀTI APA (NORTH ISLAND) ON FISHERIES  
ISSUES**

#### 1 INTRODUCTION

- 1.1 The Crown, through the Minister and Chief Executive, recognises that Ngāti Apa (North Island) as tangata whenua are entitled to have input and participate in fisheries management processes that affect fish stocks in the Fisheries Protocol Area and that are managed by the Ministry under the Fisheries Legislation. Ngāti Apa (North Island) as tangata whenua, have a special relationship with all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area, all such species being taonga of Ngāti Apa (North Island), and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.
- 1.2 Under the Deed of Settlement dated [insert date] between Ngāti Apa (North Island) and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Fisheries (the "**Minister**") would issue a protocol (the "**Fisheries Protocol**") setting out how the Ministry of Fisheries (the "**Ministry**") will interact with the Governance Entity in relation to matters specified in the Fisheries Protocol. These matters are:
- 1.2.1 recognition of the interests of Ngāti Apa (North Island) in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area;
  - 1.2.2 development of sustainability measures, fisheries regulations and fisheries plans;
  - 1.2.3 customary non-commercial fisheries management;
  - 1.2.4 research planning;
  - 1.2.5 nature and extent of fisheries services;
  - 1.2.6 contracting for services;
  - 1.2.7 employment of staff with customary non-commercial fisheries responsibilities;
  - 1.2.8 rahui; and
  - 1.2.9 changes to policy and legislation affecting this Protocol.
- 1.3 For the purposes of this Protocol, the Governance Entity is the body representative of the whānau, hapū and iwi of Ngāti Apa (North Island) who have an interest in all species of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area. Ngāti Apa (North Island) has a responsibility in relation to the preservation, protection and management of its

## NGĀTI APA (NORTH ISLAND) SCHEDULE

### PART 4: FISHERIES PROTOCOL

customary non-commercial fisheries. This derives from the status of Ngāti Apa (North Island) as tangata whenua in the Fisheries Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

- 1.4 The obligations of the Ministry in respect of fisheries are to ensure ecological sustainability, to meet Te Tiriti o Waitangi/the Treaty of Waitangi and international obligations, to enable efficient resource use and to ensure the integrity of fisheries management systems.
- 1.5 The Ministry and the Governance Entity are seeking a relationship consistent with the Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.
- 1.6 The Minister and the Chief Executive of the Ministry (the "**Chief Executive**") have certain functions, powers and duties in terms of the Fisheries Act 1996 and the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. With the intention of creating a relationship that achieves, over time, the fisheries policies and outcomes sought by both Ngāti Apa (North Island) and the Ministry consistent with the Ministry's obligations as set out in clause 1.4, this Protocol sets out how the Ministry, the Minister and Chief Executive will exercise their functions, powers and duties in relation to matters set out in this Protocol. In accordance with this Protocol, the Governance Entity will have the opportunity for input into the policy, planning and decision-making processes relating to the matters set out in this Protocol.
- 1.7 The Ministry will advise the Governance Entity whenever it proposes to consult with a hapū of Ngāti Apa (North Island) or with another iwi or hapū with interests inside the Protocol Area on matters that could affect Ngāti Apa (North Island) interests.

#### 2 PROTOCOL AREA

- 2.1 This Protocol applies across the Fisheries Protocol Area which means the area identified in the map included in Attachment A of this Protocol, together with the adjacent waters.

#### 3 TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section [insert number] of the Ngāti Apa (North Island) Claims Settlement Act [ ] (the "**Settlement Legislation**") that implements clause 5.3 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

#### 4 IMPLEMENTATION AND COMMUNICATION

- 4.1 The Ministry will maintain effective consultation processes and communication networks with the Governance Entity by:
  - 4.1.1 maintaining, at national and regional levels, information provided by the Governance Entity on the office holders of Governance Entity, addresses and contact details;
  - 4.1.2 providing reasonable opportunities for the Governance Entity to meet with Ministry managers and staff; and

PART 4: FISHERIES PROTOCOL

- 4.1.3 providing reasonable opportunities for the Governance Entity to participate, if it chooses to, in regional forums that are established to interact with the Ministry on fisheries issues that affect the Fisheries Protocol Area.
- 4.2 The Ministry will:
- 4.2.1 meet with the Governance Entity to review implementation of this Protocol at least once a year, unless otherwise agreed, at a location agreed to in advance by the Governance Entity and the Ministry;
  - 4.2.2 as far as reasonably practicable, ensure relevant employees within the Ministry are aware of the purpose, content and implications of the Fisheries Protocol;
  - 4.2.3 as far as reasonably practicable, provide the Governance Entity with the opportunity to train relevant Ministry staff on the values and practices of the Governance Entity; and
  - 4.2.4 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Ngāti Apa (North Island) settlement, and provide on-going information as required.
- 5 TUNA / EELS
- 5.1 The Ministry recognises that the Governance Entity has a customary non-commercial interest in the tuna (eel) fishery within the Fisheries Protocol Area and in particular, the possibility of the enhancement of that fishery through the transfer of elvers and the possibility of farming tuna.
- 5.2 In each of the three years after the Settlement Date, upon receipt of written notice that the Governance Entity intends to apply to the Minister for a special permit under section 97 of the Fisheries Act 1996, Ministry staff shall meet with representatives of the Governance Entity at a mutually acceptable venue, and consult with the Governance Entity on:
- 5.2.1 the maximum quantity of undersized tuna (eel) that is likely to be permitted to be taken under section 97 of the Fisheries Act 1996 (the "Permitted Catch") from each of not more than three sites within the Fisheries Protocol Area specified by the Governance Entity to the Ministry in writing (up to a maximum of nine sites during the three year period after the Settlement Date); and
  - 5.2.2 the likely conditions of any Permitted Catch, in relation to each of those specified sites, including the likely conditions in relation to the relocation of any of that Permitted Catch in:
    - (a) waterways in the Fisheries Protocol Area; and
    - (b) aquaculture farms.
- 5.3 The Ministry will consider, in accordance with the relevant legislation and operational processes, any application from the Governance Entity for a special permit to take undersized tuna (elvers or glass eels) from waterways within the Fisheries Protocol Area as part of any enhancement or aquaculture project.
- 5.4 The Fisheries Protocol shall not operate to create any expectation that a special permit or any other authorisation to extract or farm tuna will be granted.

PART 4: FISHERIES PROTOCOL

5.5 For the purposes of clauses 5.3 to 5.5:

5.5.1 tuna (eel) is defined as:

- (a) *Anguilla dieffenbachii* (longfinned eel);
- (b) *Anguilla australis* (shortfinned eel); and
- (c) *Anguilla rheinhartii* (Australian longfinned eel); and

5.5.2 undersized tuna (eel) is tuna (eel) with a weight less than the minimum weight prescribed for the taking of tuna (eel) by or under the Fisheries Act 1996 (which, at the date of the Deed of Settlement, was 220 grams).

**6 DEVELOPMENT OF SUSTAINABILITY MEASURES, FISHERIES REGULATIONS AND FISHERIES PLANS AND CONSULTATION**

6.1 If the Ministry is exercising powers or functions under the Fisheries Act 1996 or the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 relating to the setting of sustainability measures, or the making of fisheries regulations, or the development/implementation of a fisheries plan for the purposes of section 11A of the Fisheries Act 1996 (a "Fisheries Plan"), for any species of fish, aquatic life or seaweed within the Fisheries Protocol Area, the Ministry must:

6.1.1 provide the Governance Entity with all reasonably available background information in relation to the setting of sustainability measures, the making of fisheries regulations, and the development/implementation of Fisheries Plans;

6.1.2 inform the Governance Entity, in writing, of any proposed changes in relation to:

- 6.1.1.1 the setting of sustainability measures;
- 6.1.1.2 the making of fisheries regulations;
- 6.1.1.3 the development/implementation of Fisheries Plans; and
- 6.1.1.4 the development of marine protected areas,

as soon as reasonably practicable to enable the Governance Entity to respond in an informed way;

6.1.3 provide the Governance Entity at least 30 working days from receipt of the written information described in clause 6.1.2 in which to respond, verbally or in writing, to any such proposed changes;

6.1.4 as far as reasonably practicable, meet with the Governance Entity to discuss any proposed changes to sustainability measures, fisheries regulations, or Fisheries Plans, if requested by the Governance Entity to do so;

6.1.5 incorporate the views of the Governance Entity into any advice given to the Minister or other stakeholders on proposed changes to sustainability measures, fisheries regulations, or Fisheries Plans that affect the Governance Entity's interests, and provide a copy of that advice to the Governance Entity; and

**PART 4: FISHERIES PROTOCOL**

6.1.6 report back to the Governance Entity within 20 working days of any final decision in relation to sustainability measures, fisheries regulations, or Fisheries Plans.

**6.2 Regional Iwi Forums**

The Ministry is working with iwi to establish regional iwi forums to enable iwi to have input into and participate in processes to address sustainability measures, fisheries regulations, fisheries plans and the establishment of marine protected areas. Where the Ministry is seeking to establish a regional iwi forum in an area that will include the Fisheries Protocol Area, the Ministry will ensure that the Governance Entity will have an opportunity to participate in the development and operation of that forum.

**7 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES**

7.1 The Ministry undertakes to provide the Governance Entity with such information and assistance as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include, but is not limited to:

7.1.1 discussions with the Ministry on the implementation of the regulations within the Fisheries Protocol Area; and

7.1.2 provision of existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area.

**8 RESEARCH PLANNING PROCESS**

8.1 The Ministry will provide the Governance Entity with all reasonably available background information to participate in the processes, timelines and objectives associated with the research planning process of the Ministry.

8.2 The Ministry will consult with the Governance Entity on all research proposals for fisheries within the Fisheries Protocol Area.

8.3 The Ministry will provide the Governance Entity, within 30 working days of the execution of the Fisheries Protocol, with information on the requirements for becoming an 'Approved Research Provider'. Should the requirements for becoming and remaining an 'Approved Research Provider' change over time, the Ministry will inform the Governance Entity about those changes.

**9 NATURE AND EXTENT OF FISHERIES SERVICES**

9.1 The Ministry will each year consult with the Governance Entity on the Ministry's annual business plan.

9.2 The Ministry will provide the Governance Entity with the opportunity to put forward proposals for the provision of services that the Governance Entity deem necessary for the management of fisheries within the Fisheries Protocol Area.

**10 CONTRACTING FOR SERVICES**

10.1 The Ministry will consult with the Governance Entity in respect of any contract for the provision of services that may impact on the management of customary fisheries within the Fisheries Protocol Area, if the Ministry is proposing to enter into such a contract.

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**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 4: FISHERIES PROTOCOL**

**11 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES**

- 11.1 The Ministry will consult with the Governance Entity on certain aspects of the employment of Ministry staff if a particular vacancy directly affects the fisheries interests of Ngāti Apa (North Island) within the Fisheries Protocol Area.
- 11.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other iwi as well as those of Ngāti Apa (North Island), and may be achieved by one or more of the following:
- 11.2.1 consultation on the job description and work programme;
  - 11.2.2 direct notification of the vacancy;
  - 11.2.3 consultation on the location of the position; and
  - 11.2.4 input into the selection of the interview panel.

**12 CONSULTATION**

- 12.1 Where the Ministry is required to consult under clauses 5.2, 8.2, 9.1 and 10.1 of this Protocol, the basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- 12.1.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
  - 12.1.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
  - 12.1.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation; and
  - 12.1.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of the Governance Entity in relation to any of the matters that are the subject of the consultation.
- 12.2 Where the Ministry's requirement to consult with the Governance Entity under clauses 5.2, 8.2, 9.1 and 10.1 of this Protocol is in respect of an area for which a Regional Iwi Forum has been established, and the Governance Entity is part of that Regional Iwi Forum, the parties agree that consultation with that Regional Iwi Forum meets the Ministry's requirements to consult, unless the Governance Entity advises the Ministry otherwise.
- 12.3 Where the Ministry has consulted with the Governance Entity as specified in clause 12.1, the Ministry will report back to the Governance Entity on the decision made.
- 12.4 Where the Ministry has consulted with the Regional Iwi Forum as specified in clause 12.2, the Ministry will report back to the Regional Iwi Forum on the decision made.

**NGĀTI APA (NORTH ISLAND) SCHEDULE**  
**PART 4: FISHERIES PROTOCOL**

**13 RĀHUI**

- 13.1 The Ministry recognises that rāhui are a traditional use and management practice of Ngāti Apa (North Island) and supports the right of Ngāti Apa (North Island) to place traditional rāhui over their customary fisheries.
- 13.2 The Ministry and Ngāti Apa (North Island) acknowledge that a traditional rāhui placed by Ngāti Apa (North Island) over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice.
- 13.3 Ngāti Apa (North Island) undertake to inform the Ministry of the placing and lifting of a rāhui by Ngāti Apa (North Island) over their customary fisheries, and also the reasons for the rāhui.
- 13.4 The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rāhui has been applied, to the extent that such groups exist, of the placing and lifting of a rāhui by Ngāti Apa (North Island) over their customary fisheries, in a manner consistent with the understandings outlined in clause 13.1 above.
- 13.5 As far as reasonably practical, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by Ngāti Apa (North Island) over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

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

- 14.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment to the Fisheries Act 1996 which impacts upon this Protocol, the Ministry shall:
- 14.1.1 notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which iwi will be consulted;
- 14.1.2 make available to the Governance Entity the information provided to iwi as part of the consultation process referred to in this clause; and
- 14.1.3 report back to the Governance Entity on the outcome of any such consultation.

**15 DEFINITIONS**

- 15.1 In this Protocol:

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

**Fisheries legislation** means [                    ];

**Governance Entity** means [Iwi or Governance entity];

**Ngāti Apa (North Island)** has the meaning set out in clause 12.1 of the Deed of Settlement;



PART 4: FISHERIES PROTOCOL

**Protocol** means a statement in writing, issued by the Crown through the Minister to the Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Fisheries Protocol;

**Settlement Date** means *[insert date]*.

ISSUED on [                                  ]

SIGNED for and on behalf of THE  
SOVEREIGN in right of  
New Zealand by the Minister of  
Fisheries:

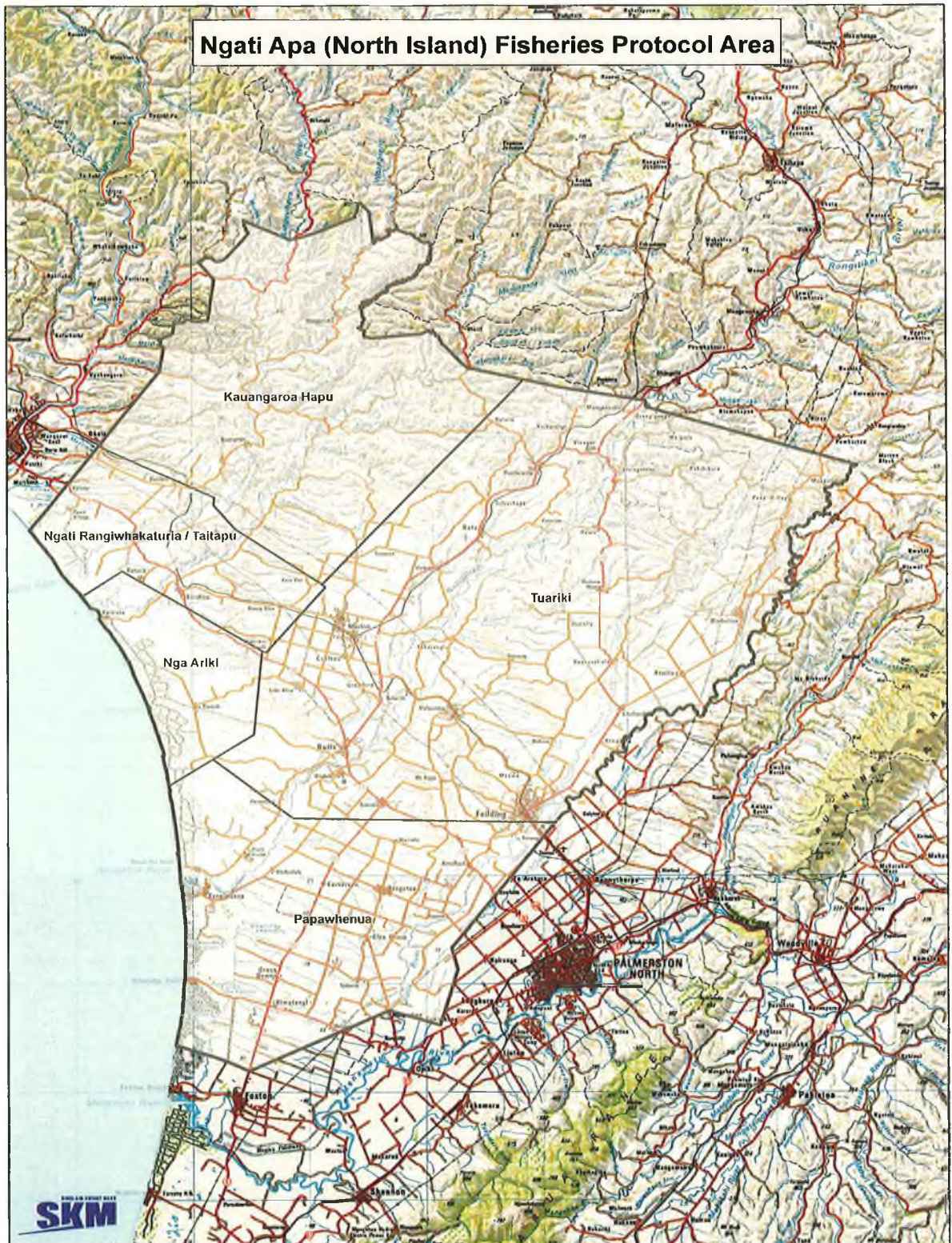
WITNESS

\_\_\_\_\_  
Name:  
Occupation:  
Address:

NGĀTI APA (NORTH ISLAND) SCHEDULE  
PART 4: FISHERIES PROTOCOL

ATTACHMENT A  
FISHERIES PROTOCOL AREA

ATTACHMENT A



**ATTACHMENT B**

**TERMS OF ISSUE**

This Protocol is issued subject to the provisions of the Deed of Settlement and the Settlement Legislation. These provisions are set out below.

**1 Provisions of the Deed of Settlement relating to this Protocol**

1.1 The Deed of Settlement provides that:

1.1.1 a failure by the Crown to comply with a Protocol is not a breach of the Deed of Settlement (clause 5.8);

1.1.2 this Protocol does not restrict the ability of the Crown to interact or consult with any person including any iwi, hapū, marae, whānau, or other representative of tangata whenua (clause 5.7.4(a)(ii)); and

1.1.3 this Protocol does not override or diminish:

(a) the requirements of the Fisheries Act 1996;

(b) the functions and powers of the Minister of Fisheries, or the Ministry of Fisheries, under that Act; or

(c) the rights of Ngāti Apa (North Island), or a Representative Entity, under that Act (clause 5.7.4(c)).

1.2 Representative Entity has the same meaning in clause 1.1.3 of these terms of issue as representative entity for Ngāti Apa (North Island) has in clause 12.6 of the Deed of Settlement.

**2 Authority to issue, amend or cancel Protocols**

2.1 Section [insert number] of the Settlement Legislation provides that:

(1) Each responsible Minister may –

(a) issue a protocol to the Governance Entity in the form set out in Part 1 of the Cultural Redress Schedule; and

(b) amend or cancel that Protocol.

(2) A protocol may be amended or cancelled under subsection (1) at the initiative of either –

(a) the Governance Entity; or

(b) the responsible Minister.

(3) The responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the Governance Entity.

**3 Protocols subject to rights, functions, and obligations**

3.1 Section [insert number] of the Settlement Legislation provides that:

Protocols do not restrict:

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PART 4: FISHERIES PROTOCOL

- (a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes (without limitations) the ability to –
  - (i) introduce legislation and change government policy; and
  - (ii) interact or consult with a person the Crown considers appropriate, including, without limitation, any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (b) the responsibilities of the responsible Minister or a responsible Ministry; or
- (c) the legal right of Ngāti Apa (North Island) or a Representative Entity.

**4 Noting of Protocol**

4.1 Section [insert number] of the Settlement Legislation provides that:

- (1) A summary of the terms of the fisheries protocol must be noted in the fisheries plans affecting the fisheries protocol area.
- (2) The noting of the fisheries protocol is –
  - (a) for the purpose of public notice only; and
  - (b) not an amendment to a fisheries plan for the purposes of Part 3 of the Fisheries Act 1996.

**5 Enforcement of Protocol**

5.1 Section [insert number] of the Settlement Legislation provides that:

- (1) The Crown must comply with a protocol while it is in force.
- (2) If the Crown fails, without good cause, to comply with its obligations under a protocol, the trustees may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) Despite subsection (2), damages or any form of monetary compensation from the Crown are not available as a remedy for failure to comply with a protocol.
- (4) To avoid doubt,-
  - (a) subsections (1) and (2) do not apply to guidelines developed for the implementation of a protocol; and
  - (b) subsection (3) does not affect the ability of a court to award costs incurred in enforcing the protocol under subsection (2).

**6 Limitation of rights**

6.1 Section [insert number] of the Settlement Legislation provides that:

The Fisheries Protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, assets or other property rights held, managed, or administered under the Fisheries Act 1996 or under the

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Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 (including fish, aquatic life, and seaweed) or under the Maori Fisheries Act 2004.

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## TAONGA TŪTURU PROTOCOL

### (Clause 5.5)

**TAONGA TŪTURU PROTOCOL ISSUED BY THE CROWN THROUGH THE  
MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION  
WITH NGĀTI APA (NORTH ISLAND) ON TAONGA TŪTURU ISSUES**

#### 1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [ ] between Ngāti Apa (North Island) and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister for Arts, Culture and Heritage (the "**Minister**") would issue a protocol (the "**Taonga Tūturu Protocol**") setting out how the Minister and the Chief Executive for the Ministry for Culture and Heritage (the "**Chief Executive**") will interact with the Governance Entity on matters specified in the Taonga Tūturu Protocol. These matters are:
- 1.1.1 newly found Taonga Tūturu;
  - 1.1.2 the export of Taonga Tūturu from New Zealand; and
  - 1.1.3 the Protected Objects Act 1975 and any amendment (the "**Act**").
- 1.2 The Minister and the Chief Executive or other such persons acting in those capacities, and Ngāti Apa (North Island) are seeking a relationship consistent with the Treaty of Waitangi and its principles. Those principles provide the basis for the relationship between the parties to this Taonga Tūturu Protocol, as set out in this Protocol.
- 1.3 The Chief Executive recognises that Ngāti Apa (North Island) has an interest in relation to the preservation, protection and management of Taonga Tūturu through its tino rangatiratanga and kaitiakitanga. This derives from Ngāti Apa (North Island)'s status as tangata whenua in the Taonga Tūturu Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.4 The purpose of the Act is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.
- 1.5 The Minister and Chief Executive have certain functions, powers and duties in terms of the Act. In exercising such functions, powers and duties, the Minister and Chief Executive will provide the Governance Entity with the opportunity for input in the policy and decision-making processes as set out in this Protocol.

PART 4: TAONGA TŪTURU PROTOCOL

2 PROTOCOL AREA

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

3 TERMS OF ISSUE

- 3.1 The Taonga Tūturu Protocol is issued pursuant to section [ ] of the [insert name of settlement legislation] (the "Settlement Legislation") that implements clause 5.5 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

4 THE ROLE OF THE CHIEF EXECUTIVE UNDER THIS PROTOCOL

General

- 4.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the Governance Entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:
- 4.1.1 notify the Governance Entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Apa (North Island) origin found anywhere else in New Zealand;
  - 4.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Apa (North Island) origin found anywhere else in New Zealand;
  - 4.1.3 notify the Governance Entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Apa (North Island) origin found anywhere else in New Zealand;
  - 4.1.4 notify the Governance Entity in writing of its right to apply directly to the Maori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Apa (North Island) origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
  - 4.1.5 notify the Governance Entity in writing of any application to the Maori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Apa (North Island) origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

PART 4: TAONGA TŪTURU PROTOCOL

**Applications for Ownership**

- 4.2 If the Governance Entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Apa (North Island) origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 4.3 If there is a competing claim or claims lodged in conjunction with the Governance Entity's claim of ownership, the Chief Executive will consult with the Governance Entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 4.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Apa (North Island) origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the Governance Entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

**Applications for Custody**

- 4.5 If no ownership application is made to the Māori Land Court for any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Apa (North Island) origin found elsewhere in New Zealand by the Governance Entity or any other person, the Chief Executive will:
- 4.5.1 consult the Governance Entity where there is any request from any other person for the custody of the Taonga Tūturu;
- 4.5.2 consult the Governance Entity before a decision is made on who may have custody of the Taonga Tūturu; and
- 4.5.3 notify the Governance Entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

**Export Applications**

- 4.6 For the purpose of seeking an expert opinion from the Governance Entity on any export applications to remove any Taonga Tūturu of Ngāti Apa (North Island) origin from New Zealand, the Chief Executive will register the Governance Entity on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 4.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Ngāti Apa (North Island) origin from New Zealand, the Chief Executive will consult the Governance Entity as an Expert Examiner on that application, and notify the Governance Entity in writing of his or her decision.

**Other Matters**

- 4.8 The Chief Executive will also:



**PART 4: TAONGA TŪTURU PROTOCOL**

- 4.8.1 discuss with the Governance Entity concerns and issues notified by the Governance Entity about the Act;
- 4.8.2 review the implementation of this Protocol from time to time, or at the request of the Governance Entity, unless otherwise agreed in writing by both the Governance Entity and the Chief Executive; and
- 4.8.3 as far as reasonably practicable train relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol.

**5 THE ROLE OF THE MINISTER UNDER THIS PROTOCOL**

- 5.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the Governance Entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the Governance Entity as an Expert Examiner, the Minister may consult with the Governance Entity where a person appeals the decision of the Chief Executive to:
  - 5.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
  - 5.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand.
- 5.2 The Ministry will notify the Governance Entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the Governance Entity was consulted as an Expert Examiner.

**6 CONSULTATION**

- 6.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the Governance Entity in each case are:
  - 6.1.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;
  - 6.1.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
  - 6.1.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation;
  - 6.1.4 ensuring that the Chief Executive will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of the Governance Entity in relation to any of the matters that are the subject of the consultation; and

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PART 4: TAONGA TŪTURU PROTOCOL

6.1.5 report back to the Governance Entity, either in writing or in person, on any decisions made that relate to that consultation.

**7 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL**

7.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive will:

7.1.1 notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;

7.1.2 make available to the Governance Entity the information provided to Māori as part of the consultation process referred to in this clause; and

7.1.3 report back to the Governance Entity on the outcome of any such consultation.

**8 DEFINITIONS**

8.1 In this Protocol:

**Chief Executive** means the Chief Executive of the Ministry for Culture and Heritage and includes any authorised employee of the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive;

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

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

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

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

**Governance Entity** means [Insert name and description];

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

**Ngāti Apa (North Island)** has the meaning set out in clause 12.1 of the Deed of Settlement;

**Protocol** means a statement in writing, issued by the Crown through the Minister to the Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Taonga Tūturu Protocol; and

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NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 4: TAONGA TŪTURU PROTOCOL

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

an object that—

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

ISSUED on [                      ]

**SIGNED** for and on behalf of **THE SOVEREIGN** in right of  
New Zealand by the Minister for  
Arts, Culture and Heritage:

**WITNESS**

\_\_\_\_\_  
Name:  
Occupation:  
Address:

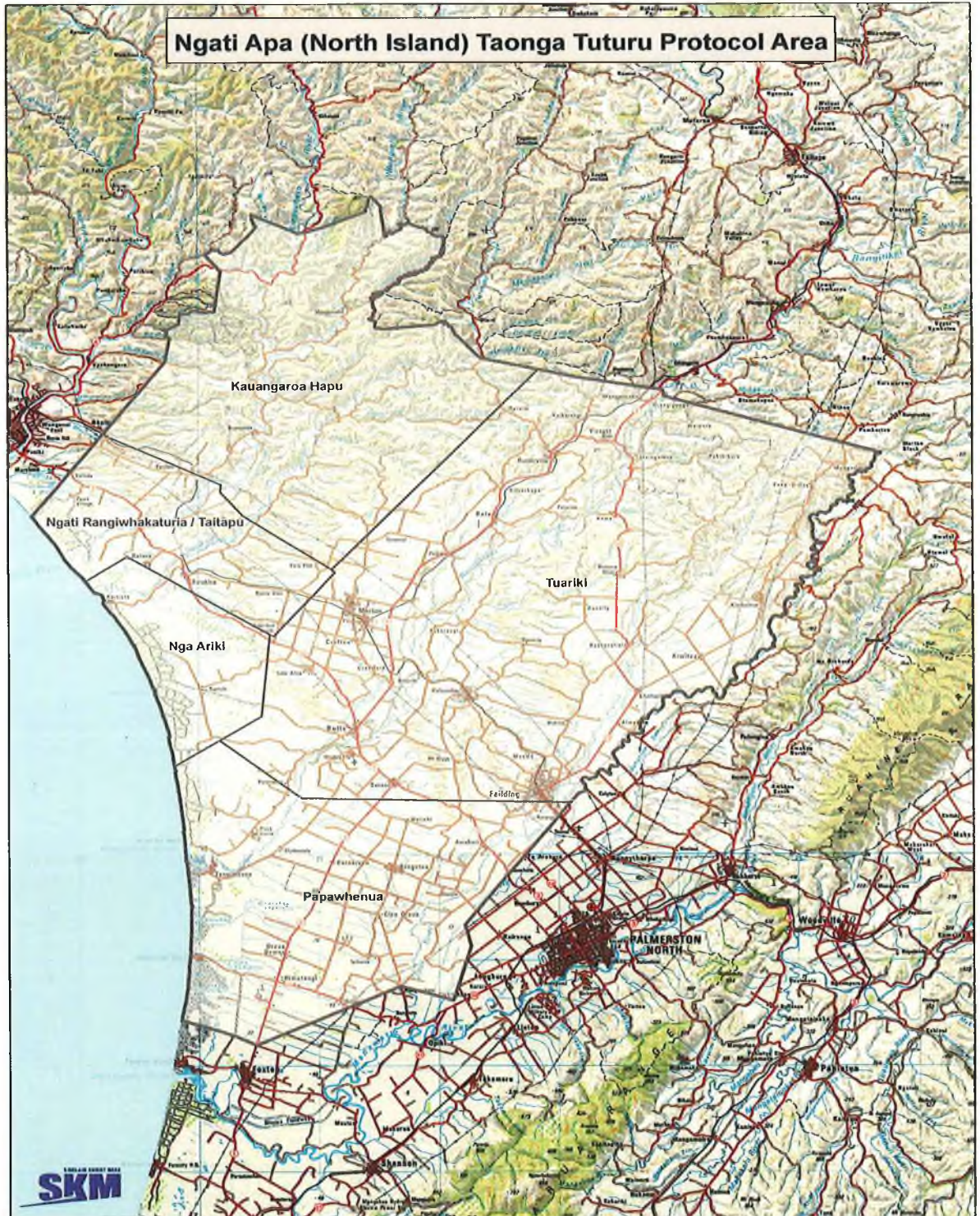
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NGĀTI APA (NORTH ISLAND) SCHEDULE  
PART 4: TAONGA TŪTURU PROTOCOL

ATTACHMENT A

NGĀTI APA (NORTH ISLAND)

TAONGA TŪTURU PROTOCOL AREA



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NGĀTI APA (NORTH ISLAND) SCHEDULE  
PART 4: TAONGA TŪTURU PROTOCOL

**ATTACHMENT B**

**TERMS OF ISSUE**

This Protocol is issued subject to the provisions of the Deed of Settlement and the Settlement Legislation. These provisions are set out below.

**1 Provisions of Deed of Settlement relating to Protocol**

1.1 The Deed provides that:

1.1.1 a failure by the Crown to comply with a Protocol is not a breach of the Deed of Settlement (clause 5.8); and

1.1.2 this Protocol does not restrict the ability of the Crown to interact or consult with any person the Crown considers appropriate including any iwi, hapū, marae, whānau or other representative of tāngata whenua (clause 5.7.4(a)(ii)); and

1.1.3 this Protocol does not override or diminish:

(a) the requirements of the Protected Objects Act 1975;

(b) the functions and powers of the Minister for Arts, Culture and Heritage or the Chief Executive for the Ministry for Culture and Heritage under that Act; or

(c) the rights of Ngāti Apa (North Island), or a Representative Entity, under that Act (clause 5.7.4(c)).

1.2 **Representative Entity** has the same meaning in this Protocol as representative of Ngāti Apa (North Island) has in clause 12.6 of the Deed.

**2 Authority to issue, amend or cancel Protocols**

Section [ ] of the Settlement Legislation provides that:

**3 Protocols subject to rights and obligations**

Section [ ] of the Settlement Legislation provides that:

**4 Enforcement of Protocol**

Section [ ] of the Settlement Legislation provides that:

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**PART 5**

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**STATUTORY ACKNOWLEDGEMENTS –  
STATUTORY AREAS**

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**STATUTORY AREAS IN RESPECT OF WHICH THE  
STATUTORY ACKNOWLEDGEMENT IS TO BE GIVEN**

**(Clause 5.12.1(a))**

Statutory Area	Location	Legal Description
Pukepuke Lagoon	As shown on SO 402245	79.99 hectares approximately, being Part Section 798 town of Carnarvon and being the balance of the site following the vesting of Pukepuke Lagoon House. Wellington Land District – Manawatu District
Omarupapako	As shown on SO 402246	51.2837 hectares, more or less, being Section 648 Town of Carnarvon. Wellington Land District – Horowhenua District
Ruakiwi	As shown on SO 402247	36.3736 hectares, more or less, being Lot 2 DP 9949. Wellington Land District – Rangitikei District
Part of Rangitikei River	As shown on SO 402252	Not applicable.
Part of Turakina River	As shown on SO 402253	Not applicable.
Part of Whangaehu River	As shown on SO 402254	Not applicable.
Part of Mangawheo River	As shown on SO 402255	Not applicable.
Part of Oroua River	As shown on SO 402256	Not applicable.
Ngāti Apa (North Island) Coastal Region	As shown on SO 402250	Not applicable.

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**PART 6**

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**STATUTORY ACKNOWLEDGEMENTS –  
STATEMENTS OF ASSOCIATION**

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**STATEMENTS OF ASSOCIATION**

**(Clause 5.12.1(b))**

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## Statement of Association for Ruakiwi Site

The Simpson Scenic Reserve (the Reserve) is of historical, cultural, spiritual and traditional significance to Ngāti Apa (North Island). The Reserve is a remnant forest, which has many significant native tree species, including kahikatea, rimu, tawa, miro, hinau, mahoe and maire. Located within the Reserve was Ruakiwi, a traditional hunting and bird-snaring site that was used extensively by Ngāti Apa (North Island) hapū, namely Ngāti Ika and Ngāti Tumoetere. The hapū also used Ruakiwi as a nohoanga (camping ground) to enable them to utilise the resources found abundant in the area.

Ruakiwi was situated on the right bank of the Pourewa Stream, which is a tributary of the Rangitikei River. Its location was advantageous to the hapū as they could also access these waterways and utilise the abundant resources found there as well as use as a travel route to other places within the wider Ngāti Apa (North Island) rohe. Consequently, Ruakiwi, and the wider Reserve area, would be frequented by other hapū and iwi during their travels to hunting and fishing grounds located in the Reserve and surrounding lands, or along the waterways.

Many hunting shelters were erected in the area and while these may have lasted only a few seasons, new shelters were built to replace those that were beyond repair. Trees that were used for bird-snaring were named, such was their significance to the hapū. Hapū used pikitanga (established hill tracks) from the Rangitikei River through the forest to access the abundant resources of the area, of which the Reserve is now but a remnant.

Certain leaders of those hapū who occupied the area on a more permanent basis developed an expert knowledge of when the various resources of the forest were in season. In the 1820s, inter-tribal conflict caused many of the hapū to move downstream to Parewanui and it was at this point that Ruakiwi became more of a seasonal hunting and bird-snaring ground. During times of conflict, Ruakiwi, and the wider Reserve area, provided vital food supplies for many kainga and pa located in the area.

As a result of the movement of hapū to other areas, those leaders who had acquired knowledge of the resources available in the area became guides for the next generation – those who were connected to the area but had grown up in other parts of the rohe. Seasonal fishing would occur annually, while bird-snaring would generally be carried out every second or third year.

In more recent times, Ngāti Ika and Ngāti Tumoetere have assisted in a number of projects involving the management of the Rangitikei River catchment, where their knowledge of the significance of areas, such as the Reserve, have proved useful in providing examples of what types of flora and fauna were once abundant in the catchment area. Ngāti Ika and Ngāti Tumoetere will continue to play a part in protecting the resources within the Reserve, and improving the water quality of the Rangitikei River catchment.

## Statement of Association for the Rangitikei River

The Rangitikei River is of historical, cultural, spiritual and traditional significance to Ngāti Apa (North Island). The Rangitikei River is located in the southern area of the Ngāti Apa (North Island) area of interest. The extent of the Ngāti Apa (North Island) interest in the Rangitikei River extends some 60 kilometres to the northern boundaries of the Rangatira block.

The naming of the Rangitikei River occurred during Haunui a Nanaia's pursuit of his wife, Wairaka, naming the rivers that he crossed along the way. This event is recorded in the *Oriori mo Wharaurangi* or the *Lullaby for Wharaurangi* that was composed by Te Rangitakoru of Ngāti Apa (North Island) for his young niece, Wharaurangi.

In referring to Rangitikei, the oriori records the following event:

**"Ka tikeitia te waewae, ko Rangitikei"**

*He strode across the land, hence Rangitikei.*

The quote refers to the distance Haunui a Nanaia walked in his journey from Turakina to Rangitikei.

The Rangitikei River is the tribal domain for many hapu of Ngāti Apa (North Island), including Ngati Kauae, Ngati Taura, Ngati Tupua, Ngati Tupataua, Ngati Ika/Ngati Tumoetere, and Ngati Tamatea.

The Rangitikei River was occupied by two major descent groups - Ngati Taura and Ngati Kauae who descend from Papawhenua and the other group including Ngati Tupua, Ngati Tupataua, Ngati Ika/Tumoetere, and Ngati Tamatea who descend from Tuariki. Many of the Tuariki hapu were strongly interconnected with other hapu in the Whangaehu and Turakina areas. Ngati Tupua and Ngati Tupataua occupied the central reaches of the Rangitikei on a permanent basis but many of the other hapu only went to the upper areas of the Rangitikei for refuge from war parties and to snare birds, hunt pigs and catch eels.

The Papawhenua based groups tended to permanently occupy the lower reaches of the Rangitikei River and also utilise the coastal lakes to the south of the river and sometimes they would move on a more permanent basis to places on the Oroua River.

The River, and its numerous tributaries, were utilised extensively for their plentiful fishing resources. Pa tuna or eel weirs, including Nganarangi, Kataina, Puapuatauaki, Taporapora, Te Papa Taane, and Hauhau, were built in the River and its tributaries, such as the Waiwhero, Mangawhero, Tuwhare, Kirikiri, Tutaenui, Pourewa, Putorino, Makaraka, Mimi o Ahua, Makowai, Mangapapa, Mangatapu, Rangitawa, Waituna, and Waitapu Streams.

**PART 6: STATEMENTS OF ASSOCIATION**

The River also helped sustain the fertile flat lands that were used extensively for cultivations. Named cultivations included Onetangi, Ratahi, Titaha, Ngatuahiwi Ki Raukawa, Ngatarawa, Te Oriputaroa, Paiari, Kapakapa, Kurupoke, Kahotea, Kokomutu, Waotatara, Te Karaka, Te Kapuiro, Otapatu, Matahiwi, Onepuehu, Te Pohue, Te Mamaku, Te Ngei, Hauhau, Tawhirihoe, Te Whatiwhati, Taiepa, Pukekuku, Te Awahou, Hinemoa, Korakonui, Potakataka, Pukekura, Kaitoke, Pohuroa, Takirihitau, Pauerawera, Pakapakatea, Puakohanga, Rangitaua, Pukekokeko, Waituna, Waitapu and Pikitara.

Other traditional resource sites include bird snaring trees at Paiari, Okopai and Te Papa Taane, a number of Karaka groves at Parewanui, Kapakapa, and Kahotea and a fern root gathering site at Hauhau.

The Rangitikei River, with its sheer cliffs, was ideally suited for traditional kainga (settlements) and elevated fortified defensive pa sites, including:

- Kainga – Te Pou o Te Rehunga, Te Hou, Ngapuna, Te Kaiwhakataha, Upokotipua, Whakapuni, Okiwa, Parewanui, Paeroa, Wharekura, Huakitaeore, Te Ara Taumaihi, Ruapuatanaki, Te Ana, Te Karaka, Te Pohue, Te Ngei, Te Mahoe, Moengaitanga, Makaraka, Otuparua, Te Ahi Kawau, Kohairoa, Raipaoa, Whakapuni, Te Waiwhero, Te Whataroa, Pinui, Tawhirihoe, Te Kawau, Pakapakatea, Owetara, Mingiroa, and Waitapu.
- Pa - Te Pou o Te Rehunga, Te Awamate, Pokaitu, Puarere, Raparapatu, Okotare, Otitokotoko, Te Nuku, Paeroa, Okara, Huakitaeore, Orehu, Ruapuatanaki, Te Ana, Te Karaka, Te Pohue, Paparangiara, Puapuatauaki, Te Mahoe, Rongomutumutu, Te Maire, Te Awahou, Hokianga, Owetara, Te Ika a Te Mate, Ongaonga, Pukioire, Waitapu, Tura o Kahukura and Pikitara.

There were also urupa, including Te Akeake, Okotare, Otitokotoko, Paeroa, Okara, Te One a Kara, and Te Ngei.

Congruent with the change in Ngāti Apa (North Island) settlement patterns on the Rangitikei River are the changes in land use within the River catchment, and the development of small townships. This has led to some significant environmental impacts upon the Rangitikei River.

The key environmental concerns today regarding the Rangitikei River occur predominantly in the lower reaches and several tributaries. The ratings for contact recreation are poor in the Tutaenui, Pourewa and Rangitawa tributaries. Nutrient enrichment is fair for the lower Rangitikei, but very poor for the Tutaenui, Pourewa and Rangitawa Streams. Turbidity has rated as poor for the lower Rangitikei River. Even the life supporting capacity of the River (which is generally not an issue for Rivers within the Rangitikei region) is rated fair in the Tutaenui Stream and poor in the Rangitawa Stream.

## NGĀTI APA (NORTH ISLAND) SCHEDULE

### PART 6: STATEMENTS OF ASSOCIATION

A study commissioned by Manawatu-Wanganui Regional Council on the Native Fishery in the region in 2002 noted surprise at the lack of good reference sites in the Rangitikei and it felt that specific catchment studies were required in the Rangitikei. Ngāti Apa (North Island) would support such studies in order to better understand the impacts occurring in the Rangitikei in order to develop better guidelines for management of these waterways.

The Regional Council has also noted three aquatic sites of significance on the Rangitikei River relevant to Ngāti Apa (North Island) including the Redfin Bully in the lower Rangitikei, the Brown Mudfish in the Tutaenui Stream and the Giant Kokopu in the Forest Road wetland near Parewanui which Ngāti Apa (North Island) would seek to play a significant role in sustaining their environment into the future.

Water quantity needs to be monitored as Ngāti Apa (North Island) want to see as much of the natural flows of the Rangitikei River maintained into the future. The level of gravel extraction that occurs in the River also needs to be managed in terms of significant sites to Ngāti Apa (North Island) and also the riparian habitats for bird life that need be maintained.

As Ngāti Apa (North Island) develops its capacity it looks forward to a time when hapu are fully engaged in upholding the principle of kaitiakitanga in regard to the Rangitikei River.

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## **Statement of Association for the Pukepuke Lagoon Conservation Area**

The Pukepuke Lagoon Conservation Area is of historical, cultural, spiritual and traditional significance to Ngāti Apa (North Island), and is located four kilometres south of the lower Rangitikei River and about four kilometres from the coast. The Area is within the domain of Ngati Kauae and Ngati Taurira, both of Ngāti Apa (North Island). Specifically, Pukepuke was known as a kainga site for Nga Potiki and Ngati Rangiwhao (who were part of Ngati Taurira hapu).

Pukepuke is the site of a significant pa where many significant battles occurred, and which have help shape Ngāti Apa (North Island)'s history with the area. The pa was a defensive island pa situated in the middle of the Lagoon. Pa at Pukepuke were not just seasonal residences but were utilised as permanent residences prior to the arrival of European settlement by hapu of Ngati Kauae and Ngati Taurira.

The Lagoon forms part of a coastal lake network and includes such lakes as Omanuka, Waipouri, Kaikokopu, and Koputara. As such, Pukepuke Lagoon was a significant mahinga kai source and provided physical and spiritual sustenance to the hapu. Many migratory birds resided in the coastal wetland area, as well as other plant (such as harakeke) and bird life that were utilised by hapu.

The Lagoon has always been abundant in eels and inanga (white bait). When the Crown acquired the Pukepuke Reserve in the 1950s, the former Māori owners of the reserve negotiated the retention of fishing rights within the Lagoon, which the agreement is held under a deed of trust. That agreement is still honoured today, and the Lagoon continues to be used by Parewanui hapu who make their journey to the Lagoon to gather eels.

Due to fluid nature of the settlement patterns of Ngāti Apa (North Island) whanau and hapu during pre - Europeans times some whanau stayed and some left Pukepuke and took up residence at other sites in the area. However, Ngāti Apa (North Island) were still in residence when Ngati Toa under Te Rauparaha passed through on their way to Kapiti Island.

With the arrival of Christianity, Ngāti Apa (North Island) settlement patterns changed dramatically with many gathering at Parewanui on the northern side of the Rangitikei River. Pukepuke and other coastal lakes became used on a more seasonal basis.

Today the Lagoon is only a fraction of its original size, with the lake boundaries having moved from their original boundaries. Nutrients have increasingly become an issue for the Lagoon due to inland farming of surrounding lands and the local drainage system running through the Pukepuke Lagoon Conservation Area.

Rare plants species can be found within the Lagoon area, including *Hydrocotyle pterocarpa*, *Zannichellia palustris*, and dwarf musk. Weir systems have been improved to enable native fish species to swim into the Lagoon.

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The area is also a significant habitat for bird life, which means that the wetland and lake needs to be managed to a high standard. The bird species include the Matata (North Island Fernbird), Puweto (Spotless Crake), Koitareke (Marsh Crake), Kuru Whengi (New Zealand Shoveler), and the Papango (New Zealand Scaup). The Kotuku – Ngutupapa (Royal Spoonbill) and Torea – Pango (Variable Oystercatcher) visit the wetland area occasionally. The Weweia (New Zealand Dabchick) and the Matuku – Hurepo (Australasian Bittern) are also found at Pukepuke.

The capacity of Ngati Taurira hapu to work closely with the Department of Conservation on the care of the Lagoon is limited, but the hapu aims to in the future increase their capacity, which will enable them to work more closely with the Department to uphold the principle of kaitiakitanga (guardianship) in relation to Pukepuke Lagoon.

### Statement of Association for the Oroua River

The Oroua River is of historical cultural, spiritual, and traditional significance to Ngāti Apa (North Island). The Oroua River is located within the southern area of the Ngāti Apa (North Island) area of interest. Ngāti Apa (North Island)'s interest in the Oroua River extends from Ohungarea near Mangawhata (6 kilometres from the mouth of the Oroua River into the Manawatu River) to the south eastern boundary of the Ngāti Apa (North Island) area of interest. (17 kilometres upstream from Kimbolton.)

Ngāti Apa (North Island) is linked to the Oroua River through the ancestor, Matangi. Flocks of birds would gather along the River and occupy certain areas. Matangi heard of this and travelled from the Wairarapa region to see these birds. As he drew near, the birds would take flight and soar into the sky, hence naming the surrounding land on the lower left bank of the Oroua River, Aorangi.

Ngāti Apa (North Island) acknowledge that other iwi have interests in the Oroua River. The extent of the River from Tangaro a Whetu to Karitaka was included in the Aorangi 3 Block, which was allocated by agreement to Ngati Kauwhata prior to the land being processed through the Native Land Court. Ngāti Apa (North Island) had a strong historical association with these areas but acknowledge that title was awarded in the 1870s by the Native Land Court to Ngati Kauwhata. Ngāti Apa (North Island) also acknowledge that Rangitane occupy the area from the River mouth to Ohungarea, and that Ngati Hauiti have interests beyond the Ngāti Apa (North Island) interest in the upper reaches of the River.

Hapu of Ngāti Apa (North Island) - Ngati Tumokai, Ngati Tauira, Ngati Rakei, and Ngati Apu - occupied the surrounding lands of the Oroua River. The land was fertile and would be cultivated extensively by these hapu. Kainga, pa, urupa, and eel fisheries were located along the Oroua River, including:

- cultivations: Te Putaangi, Whangapatiki, Whakaito, Wai o Te Hawhe, Tuki a Poaka, Titipirau, Tiniwera, Tekatea, Te Upoko o Tini, Te Ruapuha, Te Ruahine, Te Rangiora, Te Putaanga, Te Papaku, Te Paitai, Te Paate, Te Mate He, Te Kopiro, Te Kopani, Te Kohanga, Te Kini, Te Hinau a Hapainga, Te Awahuri, Te Auahi, Tautaranui, Tapuae o Takiri, Tangaro o Whetu, Rakautatahi, Oturoriki, Oteawhi, Otawhiri o Te Ririki, Ngakou, Nga Whakatete, Nga Wahine Kaiwi, Karitaka, Karangatiko, Kahukore, Hokirua, Haowhenua, Aungawha, Apiapi, Mangawhata, Pariroa, and Aorangi;
- kainga: Te Putaanga, Te Awahuri, Tawhiri a Te Uri Ki, Keritako, Aorangi, and Kahukore;
- pa: Te Putanga, Te Mate He, Te Hinau a Hapainga, Te Aunui, Taparata, Tamatehi, Rakautatahi, Karangatiko, Taikorea, Pariroa, and Purionge;
- urupa: Te Awahuri, Te Katea, Whitianga, and Otawiri o Te Ririki; and



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- eeling grounds: Te Rotonui a Hau, Te Ruahine, Ngakou, Te Kopiro, Kai Iwi, Whitianga, Tautaranui, Te Koropu, Okirua, Te Rangatika, and Ngamokotahanuru.

Warring between iwi changed the settlement patterns of Ngāti Apa (North Island) along the Oroua River. While some hapu left the area, only a few remained to live alongside other iwi on the Oroua River, including iwi whom had been gifted land by Ngāti Apa (North Island).

In recent times, there has been a large amount of change in the land usage within the Oroua River catchment, including gravel extraction and sewage disposal from the Fielding township. Such activities impact significantly on the surrounding environment. Insect and fish life are affected, as is water quality and riparian habitats for bird life. The level of gravel extraction that occurs in the River needs to be managed in order to protect significant sites to Ngāti Apa (North Island) that are located along the River.

Ngāti Apa (North Island) note that there are three aquatic sites of significance in the Oroua River – the banded kokopu in the upper catchment and the Mangapikopiko Stream, and the Refin Bullies in the middle reaches of the Mangaone West Stream tributary. The occupation of these species is seen by Ngāti Apa (North Island) as starting points for enhancing the habitat quality of the Oroua River.

As Ngāti Apa (North Island) develops their capacity they look forward to a time when hapu are fully engaged in upholding the principle of kaitiakitanga in regard to the Oroua River.

## Statement of Association for the Round Bush Scenic Reserve (Omarupapako)

The Round Bush Scenic Reserve (the Reserve), known traditionally by Ngāti Apa (North Island) as Omarupapako, is of historical, cultural, spiritual and traditional significance to the iwi. Omarupapako marks the southern extent of the Ngāti Apa (North Island) area of interest and is located approximately halfway between the Manawatū and Rangitikei Rivers, and slightly inland from the coast.

Customarily, Omarupapako was an area rich with mahinga kai. It was a place where Ngāti Apa (North Island) hapū, namely Ngāti Taura and Ngāti Tai, could fish for kokopu and eels, as well as gather the kiekie plant. The hapū also cultivated the lands surrounding Omarupapako, and from Omarupapako the hapū, along with their whanaunga (relations) from Ngāti Kauae and Ngāti Rangiwaho, accessed the surrounding dune lakes such as Koputara, Kaikokopu and Pukepuke, and their resources.

The 1820s and 1830s were a period of inter-tribal conflict, which led to Omarupapako being utilised by the hapū on a more seasonal basis. In order to maintain peaceful relationships and meet the demand for lands, Ngāti Apa (North Island) leadership brokered relationships with other iwi by way of entering into joint leases with settler farmers over lands at Omarupapako. These arrangements were short-lived and came to an end with the 1866 Rangitikei Manawatū purchase. From this point onwards, the traditional usage of Omarupapako became less frequent and eventually stopped. Omarupapako became significant as the southern boundary marker when Ngāti Apa (North Island) land interests to the south were threatened.

Today, due to the marginalisation of Ngāti Apa (North Island) interests to the south of the Rangitikei, Ngāti Apa (North Island) view Omarupapako as more than a boundary marker - the Reserve represents a part of Ngāti Apa (North Island) identity, history and traditions that are passed down from generation to generation.

The Reserve is a remnant of the significant lands of Ngāti Taura and Ngāti Tai and has retained some of its original natural features. The Reserve today contains significant wetland flora and fauna, where virtually all natural areas in the surrounding lands have been drained, cleared and developed for pastoral farming. In fact, the Reserve is the largest remaining example of Indigenous coastal forest in the rohe. The remaining vegetation includes kahikatea, pukatea, titoki, ti kouka, tawa, significant areas of kiekie and broad leaf species. Kokopu and mudfish are also known to be present in the wetlands significant to Ngāti Apa (North Island), including Omarupapako.

Ngāti Apa (North Island) supports current (and future) initiatives to replant native species in areas within the Reserve where pine plantation has been harvested. Ngāti Apa (North Island) also supports initiatives to address the other pest problems such as possums, sambar deer, gorse and pampas grass infiltration into the reserve. In the

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future, Ngāti Apa wish to play an increasing role in any initiative that preserves and enhances this taonga (treasure) for all future generations.

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### **Statement of Association for the Mangawhero River**

The Mangawhero River is of historical, cultural, spiritual, and traditional significance to Ngāti Apa (North Island). The Mangawhero River catchment is located in the north eastern corner of the Ngāti Apa (North Island) area of interest. The extent of the Ngāti Apa (North Island) interest in the Mangawhero River goes from its junction with the Whangaehu River up to the northern boundaries of the Ohineiti and Paratieke land blocks

The Mangawhero River is one of the three rivers that form the identity of Nga Wairiki, with Ngati Tukorero living along its lower reaches and Ngati Houmahanga at the juncture between the River mouth and the Whangaehu River. Nga Wairiki leader, Eruera Whakaahu, stated that 'the name Nga Wairiki means three rivers and so the people who lived on Turakina, Whangaehu [and] Mangawhero were called Nga Wairiki.'

The Mangawhero River was abundant with mahinga kai, of which Ngāti Apa (North Island) utilised extensively. As such, many kainga (traditional settlements), including Aupori, Raukiwi, Ongaihi, Te Mania, Whareoeka, Pamoana, Pukohu, Ngotengote, Te Ure, Okoropanga, Paheru, Te Maire, Puehurangi, Waipuna, Whakaneke, Rangiahua, Te Mae, Turanga, Tapiripiri and Manumanu, were situated along or nearby the River. Notably Manutawhao and Paheru were known as 'kainga tiaki pa tuna' or traditional settlements set up especially for the customary usage of their respective pa tuna

Ngati Tukorero had numerous pa tuna (eel weirs) along the River, including Mangakotuku, Ngotengote, Te Ure, Paheru, Otarawa, Paratawa, Manutawhao, Poupou, Ongarue, Puketapu, Te Kawau, Maire, Ruatangata, Taumangi, and Parangarau.

The area was also extensively cultivated, with cultivation sites including Pukeahu, Paratieke, Wainui, Arerotero, Te Maire, Puehurangi, Hikawai, Ikawaia, and Whakaneke located along the River. The ngahere or native bush surrounding the River was also of traditional significance to the hapu as many areas, including Tukuhouhunga, Te Pura, Te Mania, and Tekokete, were utilised for the snaring of birds.

The River was also important to Ngāti Apa (North Island) defensively, and there were several important pa in the Mangawhero River area including Ahimate, Waipipi, Paratieke, Pukohu, Orunere, Ongaihi, Ruakiwi and Ongarua.

Urupa or burial grounds could also be found in the Mangawhero River area named Opura, Pipipi, and Rangiahua.

Much of the pastoral development from the 1870's onwards has resulted in the degradation of the river quality - from soil erosion to increased amounts of nutrients, including nitrates, in the lower reaches of the River. There are few discharges into the Mangawhero River and the horticulture industry upstream affects the water quality.

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These activities contribute towards the Manawatu-Wanganui Regional Council rating the River's water quality (which the River is noted by the Council as a remnant native fishery) as 'fair'.

The River flow needs to be maintained as the River remains an important food source for Ngati Tukorero and any diversion of the water for hydro – electric generation purposes or other wise would severely affect the mauri of the Mangawhero River.

The Taukoro Stream, a tributary of the Mangawhero River, is noted by the Manawatu-Wanganui Regional Council as an aquatic site of significance for the koaro (a freshwater fish). Ngāti Apa (North Island) will seek to play a significant role of ensuring the sustainability of this and other indigenous fish and plant species in the Mangawhero River.

## Statement of Association for the Ngāti Apa Coastal Region

The coastline within the Ngāti Apa (North Island) area of interest is of historical, cultural, spiritual, and traditional significance to Ngāti Apa (North Island). The Ngāti Apa (North Island) coastline extends some 52 kilometres along the western edge of the Ngāti Apa (North Island) area of interest from Motu Karaka in the north to Omarupapako in the south.

The coastline was traditionally used as a highway for Ngāti Apa (North Island) hapu to travel to other areas within the rohe. Other iwi also used the coastline to pass through the Ngāti Apa rohe to other areas of the country. As recorded in the *Oriori mo Wharaurangi* composed by Te Rangitakorou of Ngāti Apa, Haunui a Nanaia journeyed along the coast naming the three major rivers of significance as he crossed them while in pursuit of his wife, Wairaka.

A major part of traditional life in Ngāti Apa (North Island) involved utilising the resources located within the coastal area. Sea fishing was a major activity, particularly in the summer months. When hapu would gather near the mouths of three of the major rivers within Ngāti Apa (North Island) area of interest, namely the Whangaehu River, Turakina River and the Rangitikei River. Reupena Ngataieparino, a Chief of Ngāti Apa (North Island), quoted an old saying that when the weather was fine, 'oh the Ngāti Tamawaina [a Ngāti Apa (North Island) hapu based near the mouth of the Turakina River] will be at the sea shore fishing.'

Sites of significance located along the coastline and at the mouths of three of the major rivers include:

- Whangaehu River - the tauranga waka named Harakeke where sea fishing waka landed and were launched and two fishing stations or camps named Maraeaute and Whitiāu;
- Turakina River - fishing stations where seafaring waka were launched, namely at Te Ope o Te Wai, Takurangi, Taurangamana, and Te Papa. A sand bank near Te Papa was named Te Rangitukaka as it extended across the Turakina River and so this had to be navigated when coming in from sea; and
- Rangitikei River - the fishing station and tauranga waka of Tawhirihoē and the Rangitikei Heads. The latter area was noted as the place that Rangipowhatu, an early ancestor of the Ngāti Tauira hapu of Ngāti Apa (North Island), first settled. From there, his descendants moved into the Rangitikei Valley and populated the area.

Other sea fishing sites of significance included Motu Karaka, a fishing boundary marker located to the north of the Whangaehu River mouth, Urutaukawe, a permanent sand hill used as a bearing point at sea, which was located at the Turakina River mouth, and Omarungehe, an inland marker for catching hapuka.

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Two traditional sites of significance located on the coast include:

- Herewahine, which is a sand dune on the beach at the boundary between the Rakautaua and Waipu land blocks. Herewahine was named after a Ngāti Apa (North Island) ancestor who sighted beached sperm whales (paraoa) in the vicinity; and
- Pakauhau, a shag-breeding ground located near the Turakina River where shags were sometimes harvested by hapu.

Shellfish were also prevalent, and therefore gathered, along the coastline. While the coastline was not as abundant in shellfish as other areas of Aotearoa, there are some areas, particularly the beach near the Waipatiki Stream and Waikakahi Stream, where pipi, toheroa, and scallops can be found.

As a result of the early land transactions between the Crown and Ngāti Apa (North Island), access to many of the resources along the coastal area became very difficult and limited. Reserves were established around coastal lakes such as Kaikokopu, Pukepuke and the beach area between the Turakina River and the Whangaehu River, but no legal access was provided for these land areas. These barriers led to the traditional usage of the coastal area being marginalised. In the 1970's and early-1980's, the coastal waters were fished extensively by foreign fishing boats who were allowed to commercially fish in the area, which resulted in the depletion of the Ngāti Apa (North Island) fishery.

Summer fishing in the coastal lakes was also a traditional activity carried out by hapu such as Ngati Taurira and Ngati Kauae, who were located at the lower Rangitikei River. Many coastal lakes south of the Rangitikei River, including Puketotara, Rehurehu, Rotokokopu, Pukepuke, Whakarua, Wharekupenga, Oakura, Otahanga, Kaikokopu, Te Karini, and Koputara, were accessed mainly for tuna, and also for kokopu, mudfish, inanga and kakahi. It is noted that Koputara was allocated to hapu of Ngati Raukawa in the Rangitikei Manawatu transaction. These lake systems connect with the ocean through the Kaikokopu Stream and the stream connected to Pukepuke Lagoon crossing the coastal margin. The care and protection of these coastal margins was integral to the health of the fisheries at the coastal margin itself and further inland.

Between the Turakina River and the Rangitikei River there are many streams which were utilised for fishing. These include the Waipatiki, Waikakahi, Waimahora, and Koitiata Streams. The fisheries at the coastal margin were a significant part of the overall traditional usage of these streams due to migratory species being harvested in that section.

In recent times, the Manawatu-Wanganui Regional Council has cited the importance of the lower reaches of the Whangaehu, Turakina, and the Rangitikei Rivers native fish spawning. They also note the Koitiata Stream, Waimahora Stream, Waipatiki Stream, Kaikokopu Stream as well as the stream that connects to the Pukepuke

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Lagoon. They also note aquatic sites of significance for the brown mudfish at Omarupapako, banded kokopu in the Waimahora Stream and an unnamed stream in the Santoft Forest which presumably would be the Waikakahi Stream and also Redfin Bullies in the Kaikokopu Stream. Due the migratory nature of these species the protection of the coastal margins of these water systems is important in retaining and further enhancing what remnant native fishery there is.

Within the advent of pastoral farming the nutrient levels in these vulnerable waterways has increased markedly. Many of them are treated as drains with the focus on keeping the drain clear and not developing them as natural areas. The consequences of these actions also effect these water systems in the coastal margin.

As Ngāti Apa (North Island) develops its capacity it looks forward to a time when hapu are fully engaged in upholding the principle of kaitiakitanga in regard to the Crown lands within the Ngāti Apa (North Island) coastline within the Ngāti Apa (North Island) area of interest.

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### Statement of Association for the Whitiau Scientific Reserve

The Whitiau Scientific Reserve is an area of historical, cultural, spiritual and traditional significance to Ngāti Apa (North Island). Located in the Whitiau Scientific Reserve is Whitiau, a traditional fishing kainga (settlement) that was situated on the north bank at the mouth of the Whangaehu River. It was the most seaward of all fishing kainga on the Whangaehu River, and lies within the hapū domain of Ngāti Rangiwahakaturia. This kainga, along with others in the vicinity, was utilised on a seasonal basis by Ngāti Rangiwahakaturia and other related hapū located along the Whangaehu River, including the descendant hapū of Taitapu (who was the sister of Rangiwahakaturia), Ngāti Houmahanga, Ngāti Hikapirau. Whanaunga (kin) located further along the Whangaehu River, from as far as the junction at the Mangawhero River, would also come to this kainga.

While the Whitiau kainga was not used all-year round, Ngāti Rangiwahakaturia enjoyed long-term continuous use of it and always returned to the kainga year-after-year. The Whitiau kainga was part of a network of pa sites at the mouth of the Whangaehu River, including Waiharakeke and a waka-landing area at Maraeaute, which was situated on the south bank of the Whangaehu River.

Fishing would take place in large waka out at sea in addition to fishing at the mouth of the Whangaehu River. At the end of the fishing season, whānau and hapū would return to places situated along the Whangaehu River, including Matatera, Kauangaroa and Mangawhero. Swamps located in the area were also utilised by the hapū to catch eels. These swamps became very important to the hapū in times of trouble, for example, during times of battle when hapū, who had gathered in nearby pa, required food and resources whilst awaiting an ensuing attack.

The area was also a rich source of harakeke (flax), which was utilised by the hapū, and there were cultivated areas further inland.

Today, the Whitiau Scientific Reserve is the location of some very rare plant species. A native annual herb known as *Sabaea Ovata*, thought to be extinct, was discovered in the Whitiau Scientific Reserve area in 1989. This plant is under serious threat of extinction as other invasive exotic species, and threats such as cattle tramping, have the potential to eradicate this plant altogether. Ngāti Rangiwahakaturia have been involved in the preservation of this plant species, and view the area as a taonga that requires the appropriate management to ensure that this native species, along with other local native species, remain in abundance in this area.

## Whangaehu River Statement of Association

The Whangaehu River is of historical, cultural, spiritual and traditional significance to Ngāti Apa (North Island). The Whangaehu River is located in the northern area of the Ngāti Apa (North Island) area of interest. The extent of Ngāti Apa (North Island) interest in the Whangaehu River goes from its mouth on the west coast up to some 50 kilometres to the northern boundaries of the Heao and Maungakaretu No.1 land blocks.

The naming of the Whangaehu River occurred during Haunui a Nanaia's pursuit of his wife, Wairaka, naming the rivers that he crossed along the way. This event is recorded in the *Oriori mo Wharaurangi* or the *Lullaby for Wharaurangi* that was composed by Te Rangitakoru of Ngāti Apa (North Island) for his young niece, Wharaurangi.

In referring to Whangaehu, the oriori records the following event:

**"Ka Tiehua te wai, ko Whangaehu"**

He splashed through cloudy waters, hence Whangaehu

The quote refers to the cloudy colour of the water in terms of its source being the acidic crater lake on Mt Ruapehu.

The Whangaehu River is one of three rivers that form the identity of Nga Wairiki. Nga Wairiki leader, Eruera Whakaahu, stated that 'the name Nga Wairiki means three rivers and so the people who lived on Turakina, Whangaehu [and] Mangawhero were called Nga Wairiki.' It also provides the tribal domain for many hapu of Ngāti Apa (North island), including Ngati Rangiwakaturia, Ngati Tamaea, Ngati Kiriwheke, Ngati Hikapirau, Ngati Ratua, Ngati Paenga, Ngati Houmahanga, & Ngati Huru.

The River was navigable and provided hapu with an important access route to the sea. Whitiau and Waiharakkeke were two kainga that were occupied on a seasonal basis for sea fishing, and Harakeke was an important tauranga waka (canoe landing area) that was used for launching fishing expeditions out to sea.

While the River was not abundant in fish life, it provided a passage way for fish life to access tributaries that were less affected by the acidic water, and swamps and lakes that were connected to the river. Pa tuna (eel weirs) were found in tributaries including the Mangawhero Stream, the Rakautaua Swamp, Te Ngaire Stream, Kapakapa Stream. Three other pa tuna named Te Maire, Titau and Tuini were found on the Mangamahu Stream. Pa tuna were also noted in wetlands or swamps that were linked to the Whangaehu River at Taika, Onereingi, and Otukotu. Lake Okake and the Takaponui, Mangatipona, Mangarou, and Waiporotu Streams were utilised for traditional fishing.

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The Whangaehu River had many kainga spread all along its length within the Ngāti Apa (North Island) area of interest including Maraeaute, Waiharakeke, Ngahere, Wharepuarere, Whakapumahu, Akerama, Matatera, Matatera Papatupu, Orotaniwha, Ohopukia, Titirangi, Otawai, Takua, Upokongahua, Kauangaroa, Te Koretu, Te Koukou, Whetukura, Te Waiawa, Totara, Atuahihī, Kohanga, Te Umu Taro, Whitiāu, Ngaue, Oeta, Tautarawhata, Wakapapa, and Aruekawa.

The river banks were extensively cultivated with many sites being sheltered and fertile. Named cultivations include Parikorikori, Matatera Papatupu, Tauanui, Wharepu, Paitarata, Hekeheke, Oue, Topini, Pohatuanoa, Koamaui, Waiatoko, Te Takataka, Matahiwi, Rotakohu, Tawarauha, Tawhirirangi, Tamaraukaha, Te Rimu, Pitatangi, Ratanui, Te Karaka and Paranaki.

Other traditional resource sites along the River include bird snaring bushes at Iwiroa and Pakihī, fern root at Ruahoara, and harakiekie gathered at Te Paruparu.

The importance of the River for defence was evident by the number of pa including Waiharakeke, Te Ripo, Manuriro, Mangaroa, Te Ruapohatu, Otuwhangai, Aromanga, Te Rewa, Kawakawa, Te Karaka, Te Uwhi, Tiritiri, Ohakato, Otairā, Huhupara, Pihāia, Kohurupo, Paekowhai, Akerama, and Te Umu Taro.

There were also burial areas at sites, including Matatera, Otuwhangai, Tongowhiti, Waiāua and Otaika.

In more recent times, water quantity issues are becoming increasingly significant. As the Whangaehu River provides a drainage system for the crater lake at Mt Ruapehu, the River rates poorly in terms of contact recreation and its life supporting capacity. Also, there is pressure for increased hydro electricity activity on the River and its tributaries, which will impact the on the water quality.

As evidenced by the number of pa tuna found and the fisheries practices adopted by hapu in the tributaries and swamps connected to the river, the River still plays a significant part as the access route to the sea for many freshwater fish species. The River banks are also important breeding grounds for bird life, and the River mouth holds a sustainable white bait fishery.

Ngāti Apa (North Island) will always seek to maintain the flows of the Whangaehu River in order to support tributary fisheries dependent upon those flows.

NGĀTI APA (NORTH ISLAND) SCHEDULE  
PART 6: STATEMENTS OF ASSOCIATION

### Statement of Association for the Turakina River

The Turakina River is of historical, cultural, spiritual and traditional significance to Ngāti Apa (North Island). The Turakina River is located in the central area of the Ngāti Apa (North Island) area of interest. The extent of Ngāti Apa (North Island) interest in the Turakina River goes from its mouth on the West Coast up to some 40 kilometres to the northern boundaries of the Ohaumoko and Parae Karetu blocks.

The naming of the Turakina River occurred during Haunui a Nanaia's pursuit of his wife, Wairaka, naming the rivers that he crossed along the way. This event is recorded in the *Oriori mo Wharaurangi* or the *Lullaby for Wharaurangi* that was composed by Te Rangitakoru of Ngāti Apa (North Island) for his young niece, Wharaurangi.

In referring to Turakina, the oriori records the following event:

**"Ka hinga te rakau, ko Turakina"**

*He felled a tree so he could cross, hence Turakina.*

The quote relates to the act of felling or push down from an upright position (i.e. turaki), a tree for Haunui a Nanaia to cross the river.

The Turakina River is one of three rivers that form the identity of Nga Wairiki. Nga Wairiki leader, Eruera Whakaahu, stated that "the name, Nga Wairiki, means three rivers and so the people who lived on the Turakina, Whangaehu [and] Mangawhero were called were called Nga Wairiki." It also provides the tribal domain for many hapu of Ngāti Apa (North Island), including Nga Ariki, Ngati Rangipuhi, Ngati Kiriwheke, Ngati Ratua, Ngati Hikapirau, Ngati Tumoetere, and Ngati Paenga.

The river was an important fresh water fishing resource, and the abundance of fresh water fisheries can be demonstrated by the numerous pa tuna that were in the Turakina River, and some of its tributaries. These included Te Ope a Te Wai, Ohi, Ohinepeke, Te Rimu, Rapautiko, Potai, Aromanga, Titikaka, Weherua, Te Mai, Piraunui, Taurimu, Okuraingatai, Otawaru, Wakaika, Wharawhakaho, Ohape, Ataua, Otangiroro, Potahi, Tawhatunui, Pirokorokiro, Pokowharo, Whangaihapu, Opango, Tataramoa, Waharua, Paeroa, Mahitihiti, and Ngapuna.

Other tributaries and lakes that are linked to the river were also accessed traditionally by Ngāti Apa (North Island), including the Waipu Stream and Lake Waipu, Te Rimu Stream, Wharepu Stream, Otawhia Stream, Rangituroa Stream, Lake Maputahi, Raunui Stream, Pokowharo Stream, Titoitoi Stream, Parawhera Stream, Te Hinau Stream, Te Hue Stream, Makirikiri Stream, Pokaikahawai Stream, Matairangi, Kahurauponga Stream, Omaha Stream, Waimutu Stream, Makuhou Stream, Mangara Stream, Mangahowhi Stream, and Omango Stream.

## NGĀTI APA (NORTH ISLAND) SCHEDULE

### PART 6: STATEMENTS OF ASSOCIATION

Sea fishing was also very important to Ngāti Apa (North Island). Several sites on the River and near the coast were referred to as fishing stations that were utilised more extensively in the summer sea fishing months as waka launching stations. These fishing kainga included Takurangi, Taurangamana, Te Papa and Te Ope o Te Wai.

The River also helped sustain the fertile flat land that was used for cultivation purposes including specific sites such as Te Ope o Te Wai, Matahiwi, Te Angaangaruru, Te Rimu, Wharepu, Te Pukerewa, Paparangiara, Paeroa, Rapaki and Te Puru. These cultivations in turn supported many kainga including Te Papa, Te Ope o Te Wai, Opekanora, Okaukatiti, Ohinepeke, Okuraingatai, Kirikiri, Te Kowai, Opotiki, Kataka, Toakaituna, Otangiroro, Paparangiara, Pirokorokiro, Pokowharo, Oronui, Tini Waitara, Rapaki, Te Puru, Te Kopiro, Mahitihiti, and Mangahowhi. The surrounding native bush lands within the Turakina River were also accessed traditionally including sites of significance such as Pangakoriko, Tirotiro, Nga Moturiki, Paparangiara, Mamahoe, and Whangaihapu.

The River was also sustained the rugged hills located in the upper reaches of the River were used as defensive pa, including Te Maire, Pukemata, Toakaituna, and Maipaua.

There were also urupa at Te Onepoto, Te Mangungu, Okaukatiti, Pukemata, and Rukumoana.

In recent times, much of the land in the Turakina valley has been converted to pastoral farming which has led to a large amount of degradation of the water quality in the Turakina River. Nutrient enrichment is high, standards for contact recreation are not rated high as well as turbidity being a problem connected to the levels of erosion in the catchment. Spawning grounds for inanga (whitebait) and various other small native fish species are compromised by the amount of pastoral farming down to the rivers edge which means whitebait catches are very sparse compared to previous eras.

However the life supporting capacity of the River remains fairly high and there is evidence of Redfin Bullies being present in the middle reaches of the Turakina River, which is something Ngāti Apa (North Island) would seek to play a part in supporting.

Bird life also utilise riparian areas of the river for breeding and general habitat and these needs to be protected.

As Ngāti Apa (North Island) develops its capacity it looks forward to a time when hapu are fully engaged in upholding the principle of kaitiakitanga in regard to the Turakina River.

### Statement of Association for the Taukoro Conservation Area

The Taukoro Conservation area is of historical, cultural and traditional significance to Ngāti Apa (North Island). The Conservation Area is located approximately forty kilometres inland from the west coast at Whangaehu on the Taukoro Stream which is a tributary of the Mangawhero River. The Conservation Area falls within the Paratieke Block which was awarded to Ngati Tukorero hapu of the Nga Wairiki hapu collective. The collective, along with their Rangitikei whanaunga, form Ngāti Apa (North Island).

The Taukoro Stream is a significant part of the Mangawhero River fishery, which includes eels and koaro. The surrounding area was extensively cultivated by hapu, with sites located at Pukekahu, Paratieke, Wainui, Areroatero. The native bush was utilised for bird snaring, with sites located at Tukuhouhunga, Tekokete and Te Mania. Other resources accessed in the area were timber for waka building and fern root. There were also many kainga and pa, including Paratieke, Waipipi, and urupa such as Pipipi.

Today the Taukoro Conservation Area is a significant remnant indigenous forest of rimu, tawa and manuka, with reports of kiwi and kereru in the area. Koaro continue to thrive in the Taukoro Stream, along with tuna (eels), and the area remains an important habitat in the lower Mangawhero River catchment.

Ngāti Apa (North Island) supports current and future initiatives to deal with the pests in the area including deer, goats, pigs and possums as well as the erection of stock proof fencing that enables the entire conservation area to re-establish free from stock.

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**PART 7**

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**DEEDS OF RECOGNITION -  
DESCRIPTION OF AREAS**

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**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 7: DEEDS OF RECOGNITION – DESCRIPTION OF AREAS**

**AREAS IN RESPECT OF WHICH THE DEED OF RECOGNITION IS TO BE GIVEN**

**(Clause 5.14)**

<b>Area</b>	<b>Location</b>	<b>Legal Description</b>
Pukepuke Lagoon	As shown on SO 402245	79.99 hectares approximately, being Part Section 798 Town of Carnarvon and being the balance of the site following the vesting of Pukepuke Lagoon House. Wellington Land District – Manawatu District
Omarupapako	As shown on SO 402246	51.2837 hectares, more or less, being Section 648 Town of Carnarvon. Wellington Land District – Horowhenua District
Ruakiwi	As shown on SO 402247	36.3736 hectares, more or less, being Lot 2 DP 9949. Wellington Land District – Rangitikei District
Whitiaiu Scientific Reserve	As shown on SO 402248	242.9300 hectares, more or less, being Section 547 Left Bank Wanganui River. Wellington Land District – Wanganui District
Taukoro	As shown on SO 402249	335.9144 hectares, more or less, being Section 52 Block VI Mangawhero Survey District. Wellington Land District – Wanganui District subject to a lease comprised in computer interest register WN975/23 to J C & J A Black

*PJS*



**PART 8**

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**DEED OF RECOGNITION**

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**DEED OF RECOGNITION**

**(Clause 5.14)**

**NGĀTI APA (NORTH ISLAND) SCHEDULE**  
**PART 8: DEED OF RECOGNITION**

**DEED OF RECOGNITION**

**THIS DEED** is made

**BETWEEN**

*[Insert the name of Ngāti Apa (North Island) governance entity]* (the "**Governance Entity**")

**AND**

**THE SOVEREIGN** in right of New Zealand acting by the Minister of Conservation (the "**Crown**").

**BACKGROUND**

- A. Ngāti Apa (North Island) and the Crown are parties to a deed of settlement (the "**Deed of Settlement**") to settle the historical claims dated [                      ].
- B. Under clauses 5.14 and 5.15 of the Deed of Settlement it was agreed that (if the Deed of Settlement became unconditional) the Crown and the Governance Entity would enter into this Deed.
- C. The *[insert short title of the Settlement Legislation]* (the "**Settlement Act**") has come into force and the Deed of Settlement has become unconditional.

**IT IS AGREED** as follows:

**1 CROWN'S ACKNOWLEDGEMENT OF STATEMENT OF ASSOCIATION WITH CERTAIN AREAS**

- 1.1 The Crown acknowledges, under section [                      ] of the Settlement Act, the statement by Ngāti Apa (North Island) set out in this clause (the "**Statement of Association**") of its cultural, spiritual, historical and traditional association with the Areas.

**Statement of Association**

- 1.2 This Deed applies to the Area (being [                      ]) to which the following Statement of Association relates.

*[To be inserted]*

*P. J. S*

**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 8: DEED OF RECOGNITION**

**2 CONSULTATION BY THE MINISTER OF CONSERVATION WITH THE GOVERNANCE ENTITY IN RELATION TO CERTAIN AREAS**

2.1 The Minister of Conservation must, if he or she is undertaking an activity referred to in clause 2.2 in relation to or within an Area referred to in clause 1.2, consult and have regard to the views of the Governance Entity concerning the association of Ngāti Apa (North Island) with that Area as described in a Statement of Association.

2.2 Clause 2.1 applies to the following activities:

2.2.1 preparing:

- (a) a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977;
- (b) a national park management plan under the National Parks Act 1980;
- (c) in relation to an Area that is not a river, a non-statutory plan, strategy, programme or survey of one of the following kinds for the protection and management of that, namely:
  - (i) to identify and protect wildlife or indigenous plants;
  - (ii) to eradicate pests, weeds or introduced species;
  - (iii) to assess current and future visitor activities; or
  - (iv) to identify the number and type of Concessions that may be appropriate;
- (d) in relation to an Area that is a river, a non-statutory plan, strategy or programme for the protection and management of that Area; or

2.2.2 locating or constructing structures, signs or tracks.

2.3 The Minister of Conservation must, in order to enable the Governance Entity to give informed views when the Minister is consulting the Governance Entity under clause 2.1, provide the Governance Entity with relevant information.

**3 LIMITATIONS**

3.1 This Deed relates only to those parts of the Area owned and managed by the Crown.

3.2 This Deed does not, in relation to an Area:

3.2.1 require the Crown to undertake, increase or resume any activity of the kind referred to in clause 2.2; or

3.2.2 preclude the Crown from not undertaking, or ceasing to undertake, any or all of the activities referred to in clause 2.2.

*P. J. S.*

**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 8: DEED OF RECOGNITION**

- 3.3 Except as provided in clause 2.1, this Deed:
- 3.3.1 does not affect, and will not be taken into account by, a person exercising a power or performing a function or duty under a statute, regulation, or bylaw;
  - 3.3.2 affect the lawful rights or interests of any person; or
  - 3.3.3 grant, create or provide evidence of an estate or interest in, or rights relating to, an Area.
- 3.4 This Deed does not prevent the Crown from entering into a deed of recognition with a person or persons other than Ngāti Apa (North Island) in relation to an Area.

**4 TERMINATION**

- 4.1 This Deed terminates in respect of an Area (or part of it) if:
- 4.1.1 the Governance Entity and the Minister of Conservation agree in writing that this Deed is no longer appropriate for the area concerned;
  - 4.1.2 the area concerned is disposed of by the Crown; or
  - 4.1.3 the Minister of Conservation ceases to be responsible for the activities referred to in clause 2.2 in relation to or within the area concerned and they are transferred to another person or official within the Crown.
- 4.2 If this Deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the Governance Entity continues to have input into the activities referred to in clause 2.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

**5 NOTICES**

- 5.1 The provisions of this clause apply to notices under this Deed:

***Notices to be signed***

- 5.1.1 the Party giving a notice must sign it;

***Notice to be in writing***

- 5.1.2 any notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

***Addresses for notice***

- 5.1.3 until any other address or facsimile number of a Party is given by notice to the other Party, the addresses for notice are as follows:

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**NGĀTI APA (NORTH ISLAND) SCHEDULE**  
**PART 8: DEED OF RECOGNITION**

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*The Crown:* [Governance Entity]:

[Insert address]

[Insert address]

Tel:  
Fax:

***Delivery***

5.1.4 delivery of a notice may be made:

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

***Timing of delivery***

5.1.5 a notice delivered:

- (a) by hand will be treated as having been received at the time of delivery;
- (b) by pre-paid post will be treated as having been received on the second day after posting; or
- (c) by facsimile will be treated as having been received on the day of transmission; and

***Deemed date of delivery***

5.1.6 if a notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that notice will (despite clause 5.1.5) be treated as having been received the next Business Day.

**6 NO ASSIGNMENT**

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

**7 DEFINITIONS AND INTERPRETATION**

7.1 In this Deed, unless the context requires otherwise:

**Area** means an area described in Part 7 of this schedule that is owned and managed by the Crown and referred to in clause 1.2;

**Concession** has the same meaning as in section 2 of the Conservation Act 1987;

**Minister of Conservation** and **Minister** means the person who is the Minister of Conservation; and

**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 8: DEED OF RECOGNITION**

**Party** means a party to this Deed.

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

7.2.1 terms and expressions that are not defined in this Deed but are defined in the Deed of Settlement have the meaning in this Deed that they have in the Deed of Settlement;

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

7.2.3 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

7.2.4 the singular includes the plural and vice versa;

7.2.5 words importing one gender include the other genders;

7.2.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;

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

7.2.8 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;

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

7.2.10 a reference to a date on which something must be done includes any other date that may be agreed in writing between the Governance Entity and the Crown;

7.2.11 where something is required to be done by or on a day that is not a Business Day, that thing must be done on or by the next Business Day after that day; and

7.2.12 a reference to time is to New Zealand time.

7.3 In this Deed, references to SO plans are included for the purpose of indicating the general location of an Area and do not establish the precise boundaries of an Area.

7.4 If there are any inconsistencies between this Deed and the Deed of Settlement, the provisions of the Deed of Settlement will prevail.

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P.Y.

**NGĀTI APA (NORTH ISLAND) SCHEDULE**  
**PART 8: DEED OF RECOGNITION**

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**SIGNED** as a deed on [            ]

*[Insert signing provisions for the Governance Entity]*

**WITNESS**

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Name:

Occupation:

Address:

**SIGNED** for and on behalf of  
**THE SOVEREIGN** in right of  
New Zealand by the Minister of  
Conservation in the presence of:

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Name:

Occupation:

Address:

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**NGĀTI APA (NORTH ISLAND) SCHEDULE**  
**PART 9: PLACE NAME CHANGE**

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**PART 9**

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**PLACE NAME CHANGE**

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**NEW PLACE NAME**

**(Clause 5.22.1)**

<b>Existing Name</b>	<b>New Name</b>	<b>Location – Map and Grid Reference</b>	<b>Feature Type</b>
Mount Curl	Pārae Karetu	Infomap 260-S22, GR 226 356	Locality

P. J. S.

**PART 10**

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**CULTURAL REDRESS PROPERTIES**

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**CULTURAL REDRESS PROPERTIES**

**(Clause 6.1)**

TABLE 1 – PAPA KAINGA PROPERTIES

Site	Legal Description Wellington Land District	Specific conditions or encumbrances
AgResearch Lands	9.2800 hectares, more or less being Section 2 SO 37105. Part Computer Freehold Register WN 48B/813.  As shown on SO 402219.	
Parewanui School	0.9105 hectares, approximately, being part Section 25 Rangitikei District. All Computer Freehold Register 111346 (limited as to parcels).  As shown on SO 402224.  Subject to survey.	Subject to unregistered Deed of Lease between the Crown and Te Runanga o Ngāti Apa Society Incorporated.  Subject to a Licence to Occupy dated 1 May 2005 between the Crown and Parewanui Playgroup.
Part of the Santoft Forest	10 hectares, approximately, being Part Lot 1 DP 70435. Part Computer Freehold Register WN 21B/822 and Part GN 893837.1.  As shown on SO 402226.  Subject to survey.	Excludes trees owned by the Crown forestry licensee.  Subject to Protective Covenant Certificate Computer Interest Register WN 1300/13.
Part of the Lismore Sand Forest	10 hectares, approximately, being Part Lot 1 DP 70437. Part Computer Freehold Register WN 21C/293.  As shown on SO 402227.  Subject to survey.	Excludes trees owned by the Crown forestry licensee.  Subject to Protective Covenant Certificate Computer Interest Register WN 1300/12.
Kauangaroa School	1.8123 hectares, more or less, being Kauangaroa Maori Reserve and Kauangaroa 3G9. All Computer Freehold Register WN 52D/658 and All Transfer 213126.  As shown on SO 402228.	Subject to an unregistered Residential Tenancy Agreement.

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**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 10: CULTURAL REDRESS PROPERTIES**

**TABLE 2: WĀHI TAPU PROPERTIES**

<b>Site</b>	<b>Legal Description</b> Wellington Land District	<b>Specific conditions or encumbrances</b>
Pukepuke Lagoon House	0.27 hectares, approximately, being Part Section 798 Town of Carnarvon. Part Gazette 1869 p 544.  As shown on SO 402229.  Subject to survey.	Together with a right of way easement in gross over C on DP 70917. Created by B 212575.3 (to be varied).  Together with a right of way easement over adjoining Part Section 798 Town of Carnarvon - yet to be surveyed and created. Refer clause 6.1.8.  Together with an unregistered deed granting right of way easement in gross over X and J on DP 70440. To be varied and registered.
Waimahora Stream site	19.44 hectares, approximately, being Part Section 400 Rangitikei District. Part Gazette 1969 p851.  As shown on SO 402230.  Subject to survey.	Subject to the conservation covenant referred to in clause 6.1.12.
Lake Koitiata site	41.4650 hectares, more or less, being Section 492 Rangitikei District. All GN 6143991.1.  As shown on SO 402231.	Subject to the Reserves Act 1977 for the purposes of a scenic reserve.
Marton Golf Course	50.8260 hectares, more or less being Section 356 Rangitikei District. All Computer Freehold Register WN 9D/277.  As shown on SO 402232.	Subject to the Reserves Act 1977 for the purposes of a recreation reserve.  Subject to the existing lease (B. 193460.1) dated 10 September 1991 between the Marton Golf Club Incorporated and Her Majesty the Queen.  Subject to unregistered variation of lease B. 193460.1 dated 11 September 2003.
Lake Hickson site	5.3218 hectares, more or less, being Lot 1 DP 403965. All Computer Freehold Registered 413461.  As shown on SO 402242.	Subject to open space covenant 7557271.1.  Subject to right to drain sewage created by Transfer B. 287722.1.  Appurtenant right to convey water and a right of way created by Transfer B. 287722.2.

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NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 10: CULTURAL REDRESS PROPERTIES

Site	Legal Description Wellington Land District	Specific conditions or encumbrances
		Appurtenant pedestrian right of way created by Easement Instrument 7860242.3.
Lake William site	<p>5.2511 hectares, more or less, being Lot 2 DP 403965. All Computer Freehold Register 413462.</p> <p>4.9 hectares, approximately, being Part Bed of Lake William. Subject to survey.</p> <p>As shown on SO 402242.</p>	<p>Subject to open space covenant 7522341.1.</p> <p>Subject to right to convey water and right to convey electricity created by Easement Instrument 7860242.5.</p> <p>Appurtenant right to convey water created by Transfer B. 287722.2.</p> <p>Appurtenant pedestrian right of way created by Easement Instrument 7860242.4.</p> <p>Subject to a licence to occupy to the Manawatu Water Ski Club.</p>
Mōtū Karaka (Part of Whitiau Scenic Reserve)	<p>28.1700 hectares, approximately, being part Section 545 Left Bank Wanganui River. Part Gazette 1991 p 2524 together with the corrigendum by Gazette 1991 p.2792.</p> <p>As shown on SO 402233.</p> <p>Subject to survey.</p>	Subject to the Reserves Act 1977 for the purposes of a scenic reserve.
Ruatangata site	<p>9.0 hectares, approximately, being Ruatangata Parts 1B1 and 1E3B Blocks. Part Gazette 1941 p 129.</p> <p>As shown on SO 402234.</p> <p>Subject to survey</p>	<p>Subject to the existing lease dated 23 February 1972 between Her Majesty the Queen and John Donald Wilkie.</p> <p>Subject to the easement referred to in clause 6.1.20.</p>
Pākiki	<p>19.8480 hectares, more or less, being Lots 1, 2 and 3 DP 47116 and Section 10 Block XI Mangawhero Survey District. All Transfer 416726.4 and all GN 506931.1.</p> <p>As shown on SO 402235.</p>	Subject to the Reserves Act 1977 for the purposes of a scenic reserve.

NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 10: CULTURAL REDRESS PROPERTIES

Site	Legal Description	Specific conditions or encumbrances
Lake Ngaruru site	Wellington Land District  1.2141 hectares, approximately, being Section 129 Paraekaretu District. Part Gazette 1874 page 692.  As shown on SO 402236.  Subject to survey.	Subject to the conservation covenant referred to in clause 6.1.24.

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**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 10: CULTURAL REDRESS PROPERTIES**

<b>Site</b>	<b>Legal Description</b>	<b>Specific conditions or encumbrances</b>
	Wellington Land district	
Pakapakatea	16.8120 hectares, approximately, being Section 71 and Part Section 80 Block XV Rangitoto Survey District and Section 282 Town of Sandon.  Part Gazette 1879 p 469 and all GN 335904.1.  As shown on SO 402237.  Subject to survey.	Subject to the Reserves Act 1977 for the purposes of a local purpose reserve (soil conservation and river control), being controlled and managed by Manawatu-Wanganui Regional Council.
Waitapu	10.7950 hectares, approximately, being Part Section 13 Block XIII Ongo Survey District. All Gazette 1974 p 754.  As shown on SO 402238.  Subject to survey.	Subject to the Reserves Act 1977 for the purposes of a local purpose reserve (soil conservation and river control), being controlled and managed by Manawatu-Wanganui Regional Council.

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**PART 11**

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**FORMS OF CONSERVATION COVENANT**

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**FORMS OF CONSERVATION COVENANTS**

**(Clause 6)**

**PART 11: FORMS OF CONSERVATION COVENANT – WAIMAHORA STREAM SITE  
COVENANT**

**WAIMAHORA STREAM SITE COVENANT**

**(Clause 6.1.12)**

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NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 11: FORMS OF CONSERVATION COVENANT – WAIMAHORA STREAM SITE COVENANT

<b>“Conservation Values”</b>	means the conservation values specified in Schedule 1.
<b>“Covenant”</b>	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
<b>“Director-General”</b>	means the Director-General of Conservation.
<b>“Fence”</b>	includes a gate.
<b>“Fire Authority”</b>	means a fire authority as defined in the Forest and Rural Fires Act 1977.
<b>“Land”</b>	means the land described in Schedule 1.
<b>“Minerals”</b>	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
<b>“Minister”</b>	means the Minister of Conservation.
<b>“Natural Water”</b>	includes water contained in streams the banks of which have, from time to time, been re-aligned.
<b>“Owner”</b>	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
<b>“Reserve Values”</b>	means any or all of the Land’s natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
<b>“Working Days”</b>	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant;
- 1.2.3 references to parties are references to the Owner and the Minister;
- 1.2.4 words importing the singular number include the plural and vice versa;
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to

**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 11: FORMS OF CONSERVATION COVENANT – WAIMAHORA STREAM SITE  
COVENANT**

determine the issue, the parties must have regard to the matters contained in the Background;

- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.2.7 words importing one gender include the other gender;
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity; and
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

**2 OBJECTIVES OF THE COVENANT**

2.1 The Land must be managed:

- 2.1.1 for Conservation Purposes;
- 2.1.2 so as to preserve the Reserves Values; and
- 2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

**3 IMPLEMENTATION OF OBJECTIVE**

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of exotic tree, shrub or other plant;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
- 3.1.6 any cultivation, earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.8 the damming, diverting or taking of Natural Water;

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- 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
  - 3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;
  - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land; or
  - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
  - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
  - 3.2.3 keep the Land free from exotic tree species;
  - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
  - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2; and
  - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977; and
  - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

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**4 PUBLIC ACCESS**

4.1 The Owner must, subject to this Covenant, permit the public to enter upon the Land.

**5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS**

5.1 The Minister must:

5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant; and

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

5.2 The Minister may:

5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time; and

5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

**6 JOINT OBLIGATIONS**

The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

**7 DURATION OF COVENANT**

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

**8 OBLIGATIONS ON SALE OF LAND**

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

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

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



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**9 MISCELLANEOUS MATTERS**

**9.1 Rights**

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

**9.2 Trespass Act:**

9.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise.

9.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

**9.3 Reserves Act**

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

**9.4 Computer Freehold Register**

9.4.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register to the Land.

**9.5 Acceptance of Covenant**

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

**9.6 Fire**

9.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land.

9.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

10.6.2.1 requested to do so; or

10.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.

9.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

*Handwritten initials: P.S. and a stylized signature.*

**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 11: FORMS OF CONSERVATION COVENANT – WAIMAHORA STREAM SITE  
COVENANT**

**10 DEFAULT**

10.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

10.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

10.2.1 advise the defaulting party of the default;

10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

**11 DISPUTE RESOLUTION PROCESSES**

11.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

**11.2 Mediation**

11.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties.

11.2.2 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is located is to appoint the mediator.

**11.3 Failure of Mediation**

11.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

11.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the District Law Society in the region in which the Land is situated.

*Handwritten initials: P.M. 15*

**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 11: FORMS OF CONSERVATION COVENANT – WAIMAHORA STREAM SITE  
COVENANT**

11.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

**12 NOTICES**

12.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

12.2 A notice given in accordance with clause 12.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting; or
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

12.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

**13 SPECIAL CONDITIONS**

13.1 Special conditions relating to this Covenant are set out in Schedule 3.

13.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

Signed by \_\_\_\_\_ as )  
Owner in the presence of: \_\_\_\_\_ )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

M  
R



NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 11: FORMS OF CONSERVATION COVENANT – WAIMAHORA STREAM SITE  
COVENANT

SCHEDULE 1

**Description of Land:**

Wellington Land District - Rangitikei District

19.44 hectares, approximately, being Part Section 400 Rangitikei District, as shown on SO 402231. Subject to survey.

**Conservation Values to be protected:**

The intrinsic value of the natural resources on the land, and the appreciation and recreational enjoyment that may be derived by the public from the opportunity to visit that area. The typical native flora consists of ti kouka, mingimingi and mānuka on the drier ground, with raupo dominating the wetter areas.

**Reserve Values to be protected:**

The natural landscape amenity of the area. Surrounded by pine forest and farming Waimahora Swamp provides an example of a coastal swamp system that was once more common in the area.

The natural environment and wildlife values, represented by the indigenous flora and fauna on the land. Waimahora Swamp is a unique example of swamps that were once more common in the coastal environment. The area encompasses drier ground around the margins of the basin with shrubs such as ti kouka, mingimingi and manuka, merging into the damp and wet areas dominated by raupo, culminating in an area of open water towards the western end. The Waimahora Stream flows through the area.

While Raupo is now a dominant vegetation type in the eastern portion (due to increased surrounding fertility) there are still examples of sedge communities throughout. A flax, toe toe, and mingimingi association borders the lake (approx. 1ha) and continues to the western margin.

Fauna present: Waimahora is habitat for threatened wetland birds such as fernbird, bittern and spotless crane, and small bush birds such as grey warbler. Waimahora Stream is habitat for whitebait and adult galaxids.

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**PART 11: FORMS OF CONSERVATION COVENANT – WAIMAHORA STREAM SITE  
COVENANT**

**SCHEDULE 2**

**Address for Service**

The address for service of the Owner is:

[Governance Entity]

The address for service of the Minister is:

The Area Manager  
Department of Conservation  
Private Bag 11010  
Palmerston North 4442  
Phone 6 350 9700  
Fax 6 350 9701

**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 11: FORMS OF CONSERVATION COVENANT – WAIMAHORA STREAM SITE  
COVENANT**

**SCHEDULE 3**

**Special Conditions**

The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or animal control.

*Handwritten initials and a symbol resembling the number 3.*

NGĀTI APA (NORTH ISLAND) SCHEDULE

**PART 11: FORMS OF CONSERVATION COVENANT – WAIMAHORA STREAM SITE  
COVENANT**

**GRANT** of Certified correct for the purposes of  
the Land Transfer Act 1952

Solicitor for the Minister of  
Conservation

**CONSERVATION COVENANT**

Under section 27 of the  
Conservation Act 1987  
and section 77 of the  
Reserves Act 1977

\_\_\_\_\_

to

**MINISTER OF CONSERVATION**

\_\_\_\_\_  
Legal Services  
Department of Conservation

5  
10/4



**PART 11: FORMS OF CONSERVATION COVENANT – LAKE NGARURU SITE  
COVENANT**

**LAKE NGARURU SITE COVENANT**

**(Clause 6.1.24)**

Handwritten initials or signature in the bottom right corner.

NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 11: FORMS OF CONSERVATION COVENANT – LAKE NGARURU SITE  
COVENANT

THIS DEED of COVENANT is made this                  day of

BETWEEN    (the Owner)

AND      MINISTER OF CONSERVATION (the Minister)

**BACKGROUND**

- A. Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.
- B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated ..... and implemented by the ..... Act .....
- C. The Land contains Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Reserve Values.

**OPERATIVE PARTS**

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

**1 INTERPRETATION**

1.1 In this Covenant unless the context otherwise requires:

- "Covenant"    means this Deed of Covenant made under section 77 of the Reserves Act 1977.
- "Director-General"                                means the Director-General of Conservation.
- "Fence"    includes a gate.
- "Fire Authority"                                    means a fire authority as defined in the Forest and Rural Fires Act 1977.
- "Land"    means the land described in Schedule 1.

*Handwritten marks:*  
A stylized symbol resembling a triangle with a dot inside, and the letters 'P-Y' written vertically below it.

**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 11: FORMS OF CONSERVATION COVENANT – LAKE NGARURU SITE  
COVENANT**

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

1.2 For avoidance of doubt:

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

NGĀTI APA (NORTH ISLAND) SCHEDULE

**PART 11: FORMS OF CONSERVATION COVENANT – LAKE NGARURU SITE  
COVENANT**

**2 OBJECTIVES OF THE COVENANT**

2.1 The Land must be managed so as to preserve the Reserve Values.

**3 IMPLEMENTATION OF OBJECTIVE**

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;

3.1.3 the planting of any species of exotic tree, shrub or other plant;

3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;

3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;

3.1.6 any cultivation, earth works or other soil disturbances;

3.1.7 any archaeological or other scientific research involving disturbance of the soil;

3.1.8 the damming, diverting or taking of Natural Water;

3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;

3.1.10 any other activity which might have an adverse effect on the Reserve Values;

3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land; or

3.1.12 the erection of utility transmission lines across the Land.

3.2 The Owner must take all reasonable steps to maintain the Land, including:

3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;

3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;

3.2.3 keep the Land free from exotic tree species;

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**PART 11: FORMS OF CONSERVATION COVENANT – LAKE NGARURU SITE  
COVENANT**

- 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
  - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2; and
  - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977; and
  - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.
- 4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS**
- 4.1 The Minister must:
- 4.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant; and
  - 4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.
- 4.2 The Minister may:
- 4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time; and
  - 4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

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COVENANT**

**5 JOINT OBLIGATIONS**

The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

**6 DURATION OF COVENANT**

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

**7 OBLIGATIONS ON SALE OF LAND**

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

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

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

**8 MISCELLANEOUS MATTERS**

**8.1 Rights**

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

**8.2 Trespass Act:**

8.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise.

8.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

**8.3 Reserves Act**

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

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COVENANT**

**8.4 Computer Freehold Register**

8.4.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register to the Land.

**8.5 Acceptance of Covenant**

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

**8.6 Fire**

8.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land.

8.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

10.6.2.1 requested to do so; or

10.6.2.3 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.

8.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

**9 DEFAULT**

9.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

9.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

9.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

9.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

9.2.1 advise the defaulting party of the default;

9.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

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9.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

**10 DISPUTE RESOLUTION PROCESSES**

10.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

**10.2 Mediation**

10.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties.

10.2.2 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is located is to appoint the mediator.

**10.3 Failure of Mediation**

10.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

10.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the District Law Society in the region in which the Land is situated.

10.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

**11 NOTICES**

11.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

11.2 A notice given in accordance with clause 11.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting; or
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

11.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.



NGĀTI APA (NORTH ISLAND) SCHEDULE

**PART 11: FORMS OF CONSERVATION COVENANT – LAKE NGARURU SITE  
COVENANT**

**12 SPECIAL CONDITIONS**

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

Executed as a Deed

Signed by \_\_\_\_\_ as )  
Owner in the presence of: )

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Signed by \_\_\_\_\_ and )

acting under a written delegation from the Minister )  
of Conservation and exercising his/her powers under )  
section 117 of the Reserves Act 1977 as designated )  
Commissioner in the presence of: )

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

*P. y B*

NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 11: FORMS OF CONSERVATION COVENANT – LAKE NGARURU SITE  
COVENANT

SCHEDULE 1

**Description of Land:**

Wellington Land District - Rangitikei District

1.2141 hectares, more or less, being Section 129 Paraekaretu District, as shown on SO 402236. Subject to survey.

**Reserve Values to be protected:**

The natural environment values represented by the indigenous flora and fauna on the land. The vegetation of the conservation area is regenerating secondary growth being predominantly large specimens of kanuka with regenerating mahoe and coprosma species in the under storey. It is a corner of a south facing regenerating hill slope. [A portion of the land lies alongside Lake Ngaruru, along which stand isolated specimens of kahikatea.]

The natural landscape amenity of the area.

This provides a buffer area for one of the few natural lakes in the Rangitikei region and provides habitat for insects and insectivorous native wildlife.

P.M. JS

**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 11: FORMS OF CONSERVATION COVENANT – LAKE NGARURU SITE  
COVENANT**

**SCHEDULE 2**

**Address for Service**

The address for service of the Owner is:

[Governance Entity]

The address for service of the Minister is:

The Area Manager  
Department of Conservation  
Private Bag 11010  
Palmerston North 4442  
Phone 6 350 9700  
Fax 6 350 9701

NGĀTI APA (NORTH ISLAND) SCHEDULE

**PART 11: FORMS OF CONSERVATION COVENANT – LAKE NGARURU SITE  
COVENANT**

**GRANT** of Certified correct for the purposes of  
the Land Transfer Act 1952

Solicitor for the Minister of  
Conservation

**CONSERVATION COVENANT**

Under section 77 of the  
Reserves Act 1977

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to

**MINISTER OF CONSERVATION**

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Legal Services  
Department of Conservation

BS  
P. J.

**PART 12**

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**RUATANGATA SITE EASEMENT**

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NGĀTI APA (NORTH ISLAND) SCHEDULE  
PART 12: RUATANGATA SITE EASEMENT

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Wellington

**[the governance entity]**

**NEW ZEALAND RAILWAYS CORPORATION** a Body Corporate duly constituted under the provisions of the New Zealand Railways Corporation Act 1981

Signed for and on behalf of  
[the governance entity] as  
Grantor by

**SIGNED** for and on behalf of  
**NEW ZEALAND RAILWAYS CORPORATION** as Grantee  
by Brian Francis Murray,  
General Manager,  
New Zealand Railways  
Corporation pursuant to a  
power delegated to him under  
Section 9 and 10 of the  
New Zealand Railways  
Corporation Act 1981

*BFM*

**NGĀTI APA (NORTH ISLAND) SCHEDULE**  
**PART 12: RUATANGATA SITE EASEMENT**

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**Right of Way**

Being the proposed right of way easement  
area shown in red on SO 402234.  
Subject to survey.

**In Gross**

13  
17

**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 12: RUATANGATA SITE EASEMENT**

**TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF RIGHT OF WAY:**

1. The Grantor will not grow or permit to be grown any trees, shrubs or bushes of any description nor erect or permit to be erected any improvements or fences on the Easement Land which will interfere with the rights granted by this Instrument and will not at any time hereafter do permit or suffer any act whereby the rights and privileges granted to the Grantee are interfered with or affected.
2. The rights and powers specified in this Instrument are additional to the rights and powers implied by virtue of the Fourth Schedule of the Land Transfer Regulations 2002.
3. The Grantee will at all times repair and make good all damage to any fences, gates or erections which may exist now or hereafter on the land of the Grantor adjoining the Easement Land arising from the Grantee exercising any or all of its right under this Easement Instrument.
4. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and/or Schedule 5 of the Property Law Act 2007 and the modifications in this Easement Instrument, the modifications must prevail.
5. Any maintenance, repair or replacement of the right of way on the servient or dominant land that is necessary because of any act or omission by the Grantor (which includes agents, employees, contractors, subcontractors and invitees of the grantor) must be carried out promptly by that owner at that owner's sole cost. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by that owner responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with clause 11 of the Fourth Schedule).

P. J. T.



**PART 13**

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**PUKEPUKE LAGOON HOUSE EASEMENT**

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**NGĀTI APA (NORTH ISLAND) SCHEDULE**

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**PART 13: PUKEPUKE LAGOON HOUSE EASEMENT**

**NGĀTI APA (NORTH ISLAND) DEED OF SETTLEMENT;  
CULTURAL REDRESS SCHEDULE**

**PART 1: CULTURAL REDRESS PROPERTIES;  
PUKEPUKE LAGOON EASEMENT**

HER MAJESTY THE QUEEN

[THE GOVERNANCE ENTITY]

DEED GRANTING A RIGHT OF WAY OVER PART OF  
PUKEPUKE LAGOON CONSERVATION AREA

*Handwritten initials/signature*

NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 13: PUKEPUKE LAGOON HOUSE EASEMENT

NGĀTI APA (NORTH ISLAND) DEED OF SETTLEMENT;  
CULTURAL REDRESS SCHEDULE

PART 1: CULTURAL REDRESS PROPERTIES;  
PUKEPUKE LAGOON EASEMENT

THIS DEED is made

**BETWEEN**

**HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (the **Grantor**)

**AND**

[THE GOVERNANCE ENTITY] (the **Grantee**)

BACKGROUND:

- A. The Grantee wishes to enter upon and cross the Grantor's Land for the purpose of gaining access to and egress from the Grantee's Land.
- B. The Grantor has agreed to allow the Grantee to enter upon and cross the Grantor's Land, for the purposes of enabling the Grantee to gain access to and egress from the Grantee's Land on the terms and conditions set out in this Deed.

TERMS OF THIS DEED

**1. Grant Right of Access**

- 1.1 Under clause [insert clause no] of the Deed of Settlement dated [ ] between the Grantor and Ngāti Apa (North Island) (the "Deed of Settlement") and section [ ] of [Insert the name of the Settlement Legislation] the Grantor grants to the Grantee a right of way over the Easement Area and that right of way shall be forever appurtenant to the Grantee's Land. The Easement Area is part of Section 798 Town of Carnarvon SO 32072 Block IX Te Kawau Survey District (to be defined by survey plan). The rights and obligations implied in easements by the 5<sup>th</sup> Schedule to the Property Law Act 2007 and the Fourth Schedule to the Land Transfer Regulations 2002 apply to this easement **EXCEPT** to the extent set out in this easement.

**2. Rights and Obligations**

- 2.1 The Grantee has the right to pass and re-pass at all times, with or without vehicles, along the Easement Area to give the Grantee access to the Grantee's Land.
- 2.2 The Grantee will not cut down or damage any vegetation; or damage any natural feature or historic resource on the Easement Area; or light any fire on the Easement Area without the prior consent of the Grantor.

**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 13: PUKEPUKE LAGOON HOUSE EASEMENT**

- 2.3 Subject to clauses 2.4 – 2.8, the Grantee has the right, at the cost of the Grantee, to repair, maintain and upgrade the track on the Easement Area.
- 2.4 The Grantee will at its cost:
- 2.4.1 keep the Easement Area in good order, condition and repair; and
- 2.4.2 keep the Easement Area in a clean and tidy condition.
- 2.5 The Grantee must obtain the Grantor's prior written agreement before carrying out any repair, maintenance or upgrade to the track on the Easement Area. The Grantee must comply with any conditions of the Grantor's consent.
- 2.6 Neither party may incur expense or enter into any obligation on the other's behalf.
- 2.7 The Grantee must ensure that all machinery, tools and equipment used to maintain, repair or upgrade the easement, must be steamed cleaned and weed free prior to being taken onto the Easement Area.
- 2.8 The Grantee must ensure that all gravel and other materials used to maintain, repair or upgrade the Easement Area are from a weed free source.
- 2.9 The Grantee shall not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 2.10 The Grantee will not store hazardous materials on the Easement Area nor store other materials on the Easement Area where they may obstruct or create a nuisance.
- 2.11 The Grantee will not erect, nor place any structures on, under or over the Easement Area without the prior consent of the Grantor.
- 2.12 The Grantee will exercise the rights granted by this easement in a safe and reliable manner and must comply with the Health and Safety in Employment Act 1992 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this easement.
- 3. Grantee's acknowledgements**
- 3.1 The Grantee acknowledges that, despite this Deed;
- a. The Grantor retains full and unrestricted rights to grant other rights and interests in respect of the Grantor's Land and the Easement Area; and
- b. For as long as the Grantor's Land remains subject to the Conservation Act 1987 the Grantor and members of the public have full and unencumbered access to pass and re-pass at all times across and along the Easement Area.
- 4. Dispute Resolution**
- 4.1 If a dispute arises between the parties in connection with this easement the

**PART 13: PUKEPUKE LAGOON HOUSE EASEMENT**

parties will, without prejudice to any other rights or entitlements they may have attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.

**5. Notices**

5.1 Any notice to be given under this document is to be in writing and made by personal delivery, fax or by pre paid post to the receiving party at the address or fax number specified in clause 8.1. Any such notice will be deemed to have been received:

5.1.1 in the case of personal delivery, on the date of delivery;

5.1.2 in the case of fax, on the date of dispatch;

5.1.3 in the case of post, on the third working day after posting.

**6. Severability**

6.1 If any part of this Deed is held by any court to be illegal, void, or unenforceable, that determination does not impair the enforceability of the remaining parts of this Deed which remain in full force.

**7. Delegation**

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

**8. Notices**

8.1 Notices to a party to this Deed may be given in the same manner as under clause 11 of the Deed of Settlement.

8.2 The Grantee's address for notices under this clause is as follows:  
[Insert the Grantee's address]

**9 Definitions and Interpretation**

9.1 In this Deed unless the context otherwise requires:

"Deed" means this deed;

"Easement Area" means that part of the Grantor's Land over which the right of way under this Deed is granted as indicated in the attached plan and to be defined by survey plan [insert survey plan number];

"Grantee" also includes the registered proprietor of the Grantee's Land and any licensee, lessee, employee, agent, contractor, invitee, successor or assignee of the Grantee'

P. 13

NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 13: PUKEPUKE LAGOON HOUSE EASEMENT

"Grantee's Land" means [insert details of Site once survey is completed];

"Grantor" also includes any other owners from time to time of the Grantor's land; and

"Grantor's Land" means Section 798 Town of Carnarvon SO 32072 Block IX Te Kawau Survey District.

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

9.2.1 The headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Deed;

9.2.2 References to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaws as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and

9.2.3 The singular includes the plural and vice versa and words incorporating any gender shall include every gender.

SIGNED as a Deed on [date]

SIGNED for and on behalf of HER MAJESTY THE QUEEN in right of New Zealand, as Grantor, by the Conservator for the [insert name] Conservancy acting for the Minister of Conservation under delegated authority in accordance with sections 57 & 58 of the Conservation Act 1987 and section 41 of the State Sector Act 1988.

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Signature of Conservator for the  
Wanganui Conservancy  
[insert name]

**NGĀTI APA (NORTH ISLAND) SCHEDULE**  
**PART 13: PUKEPUKE LAGOON HOUSE EASEMENT**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation of Witness

\_\_\_\_\_  
City/town of residence

SIGNED for and behalf of the Grantee,  
[INSERT THE GOVERNANCE ENTITY] by

[to be inserted]

\_\_\_\_\_  
Signature of [insert name]

\_\_\_\_\_  
Signature of Witness

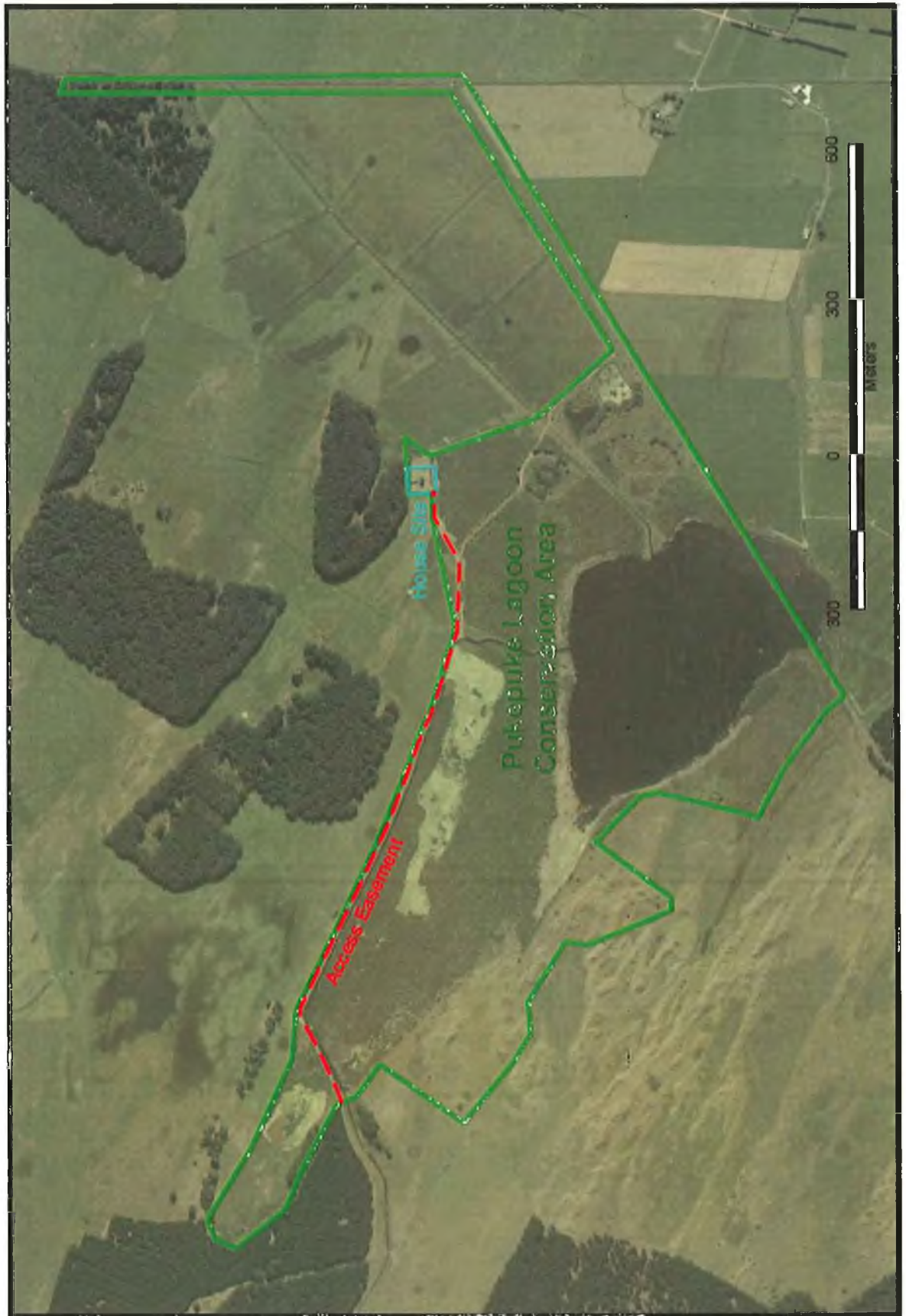
\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation of Witness

\_\_\_\_\_  
City/town of residence

*P. J. S*

NGĀTI APA (NORTH ISLAND) SCHEDULE  
PART 13: PUKEPUKE LAGOON HOUSE EASEMENT



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**PART 14**

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**SETTLEMENT LICENSED LAND - DESCRIPTIONS**

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P.1

**SETTLEMENT LICENSED LAND - DESCRIPTIONS**

**(Clauses 12.6)**

Name	Legal Description	Document	Encumbrance
Part Santoft Forest	Wellington Land District  3151.8765 hectares, approximately, being Lots 1 and 2 DP 70428, Lot 1 DP 70431, Part Lot 1 DP 70435 (excl papakainga site) and Lot 1 DP 70438 and comprising WN21B/822, WN21B/823, WNB2/935, GN1964P207, GN1969P575, 893837.1 (GN1969P851), 336781.1 (GN1978P1039), B127560.1  Subject to survey	WN1300/2	Crown forestry licence
		WN1300/15	Archaeological covenant
		WN1300/15	Conservation covenants
		WN1300/15	Soil and water covenant
		WM1300/15	Forest research covenant
		WN1300/13	Public access easement
		762627 960909.1	Subject to right of way over Lot 1 DP 70438 in favour of WN34D/795 (Defence)  Subject to access over Lot 1 DP 70431 in favour of WN40B/497
		WNC4/188	Pipeline Easement in Gross in favour of Natural Gas Corporation  Together with right of way in gross over Part WN40B/497

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PJ

NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 14: SETTLEMENT LICENSED LAND - DESCRIPTIONS

Part Lismore Hill Forest	3220.9618 hectares, approximately, being Lots 1 and 2 DP 70427, Part Lot 1 and Lot 2 DP 70989 and Lot 1 DP 83793 and Maputahi 1D3B1 and comprising WN231/31 (cancelled), WN236/23, WN240/219 (cancelled), WN7A/1420 (cancelled), WN12A/10, WN12A/11, WN12A/12, WN13B/815, WN13D/1204, WN13D/1205, WN13D/1206, WN14D/496 (cancelled), WN15C/243, WN18B/938, WN21D/406, WN22A/209 (cancelled), WN22A/210, WN22A/211, WN22A/212, WN22A/213 (cancelled), WN22A/214, WN28C/293, WN28C/294, WN28C/844  Subject to survey	CIR10272	Crown forestry licence
		B773834.2	Protective covenant – archaeological
		B773834.2	Protective covenant – forest research
		T 820094.3	Lot 1 DP 70427 subject to right of way in favour of Lot 1 DP 58628 (WN28C/291)
		T 966316	Together with a right of way in gross over Pt Maikiriki 1N and Lot 1 Plan B/137
		CO 8916	Together with a right of way in favour of Lot 1 DP 83793
		CO 8917	Together with a right of way in favour of Lot 1 DP 83793
		PR7/121	Together with a right of way in favour of Lot 1 DP 83793
		T 820094.3	Together with a right of way in favour of Part Lot 1 DP 70427 (formerly Part Lot 1 DP 52225)
		820094.3	Together with a right of way in favour of Part Lot 1 and Lot 2 DP 70427 (formerly Part Lot 1 DP 5368)
T 349909.7	Together with appurtenant right of way in favour of Lot 1 DP 70989		

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**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 14: SETTLEMENT LICENSED LAND - DESCRIPTIONS**

Part Lismore Sand Forest	484.0000 hectares, approximately, being Part Lot 1 (excluding papakainga site) Lot 2 and Part Lot 3 DP 70437 and comprising WN21C/290, WN21C/291, WN21C/293 and WN21C/300	WN1300/3	Crown forestry licence
		WN1300/12	Archaeological covenant
		WN1300/12	Soil and water covenant
		B800775.1	Subject to right of way in favour of WN28A/630
	As shown on Map 1 in Schedule [ ]	B800775.2	Subject to right of way in favour of WN28A/631
Subject to survey	Con 136469	Subject to right of way in favour of WN349/185	Subject to right of way in favour of Section 547 SO 34291 to be created (refer clause 7.16)

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**PART 15**

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**SETTLEMENT LICENSED LAND – TERMS OF TRANSFER**

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*PM 5*

## SETTLEMENT LICENSED LAND – TERMS OF TRANSFER

### (Clause 7.5)

#### 1 TRANSFER SUBJECT TO RELEVANT ENCUMBRANCES

- 1.1 The Crown must transfer the fee simple estate in the settlement licensed land to the governance entity on the terms set out in part 7 of this deed, and in this part 15 of the schedule, subject to and, where applicable, with the benefit of the relevant encumbrances.
- 1.2 The Crown and the governance entity may agree in writing to vary or add to the relevant encumbrances affecting the settlement licensed land.
- 1.3 The governance entity must not unreasonably withhold or delay its consent to varying a relevant encumbrance or granting a new encumbrance affecting the settlement licensed land.
- 1.4 The settlement licensed land will be transferred:
- 1.4.1 as redress; and
  - 1.4.2 without charge to, or consideration to be provided or paid by, the governance entity or any other person.
- 1.5 The Crown will pay the survey and registration costs required to transfer the fee simple estate in the settlement licensed land to the governance entity.

#### 2 OBLIGATIONS PRIOR TO SETTLEMENT DATE

- 2.1 Between the date of this deed and the settlement date the Crown must consult with, and obtain the prior written consent of, the governance entity (which will not be unreasonably withheld or delayed) before:
- 2.1.1 agreeing to any material variation in the terms of any relevant encumbrance affecting the settlement licensed land; or
  - 2.1.2 procuring any consent, or providing any waiver, under the Resource Management Act 1991, or other legislation, that materially affects the settlement licensed land.
- 2.2 The Crown must, if it carries out works, or gives specific authority in writing for works to be carried out, on the settlement licensed land, between the date of this deed and the settlement date, for which the Crown must by law obtain a building consent or

PJ 5

**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 15: SETTLEMENT LICENSED LAND – TERMS OF TRANSFER**

permit, comply with any obligations imposed on the Crown under the Building Act 2004 in respect of such works.

- 2.3 The Crown must pay all charges for electric power, gas, water, and other utilities that the Crown owes as owner of the settlement licensed land until the settlement date except where those charges are payable by any tenant or occupant directly to the relevant supplier.
- 2.4 Subject to the terms of any relevant encumbrance affecting the settlement licensed land, the Crown must use reasonable endeavours to obtain permission for the governance entity (or a person authorised by the governance entity), upon reasonable notice, to enter the settlement licensed land on one occasion before the settlement date to examine it.

**3 POSSESSION AND SETTLEMENT**

- 3.1 On the settlement date possession must be given and taken of the settlement licensed land subject to the relevant encumbrances.
- 3.2 Subject to paragraph 9, on the settlement date the Crown must hand to the governance entity:
- 3.2.1 a registrable memorandum of transfer for the settlement licensed land;
  - 3.2.2 all other instruments in registrable form which may be required by this part 15, including those referred to in paragraph 3.3; and
  - 3.2.3 all contracts and other documents which create unregistered rights, interests and obligations affecting the registered proprietor's interest (but not proclamations, *Gazette* notices and similar public notices) and which will continue following settlement.
- 3.3 The governance entity must, within 5 business days of the settlement date or, if paragraph 9 applies, within the timeframe set out in paragraph 9, lodge the following documents for registration in the following order in relation to the settlement licensed land:
- 3.3.1 written applications for computer freehold registers in the name of the Crown for the settlement licensed land;
  - 3.3.2 the transfer to the governance entity; and
  - 3.3.3 the easement to be granted under clause 7.16.
- 3.4 All outgoings and incomings (including rates, excluding insurance premiums) in relation to the settlement licensed land must be apportioned at the settlement date.
- 3.5 The Crown must supply a statement of apportionments to the governance entity before the settlement date in respect of the settlement licensed land. On the settlement date:
- 3.5.1 the governance entity must pay to the Crown the amount by which the outgoings (except for insurance premiums) for the settlement licensed land

**PART 15: SETTLEMENT LICENSED LAND – TERMS OF TRANSFER**

pre-paid by the Crown in respect of a period after the settlement date exceed the incomings received by the Crown for that period; or

3.5.2 the Crown must pay to the governance entity the amount by which the incomings received by the Crown in respect of a period after the settlement date exceed the outgoings (except for insurance premiums) for the settlement licensed land pre-paid by the Crown for that period.

3.6 The Crown must make available to the governance entity on the settlement date any keys to gates to the settlement licensed land that are in the possession of the Crown at the settlement date.

3.7 The settlement licensed land must be transferred inclusive of all fixtures and fittings that are owned by the Crown and are situated on the settlement licensed land at the date of this deed and those fixtures and fittings will be free from any charge.

3.8 No chattels situated on or about the settlement licensed land will be included in its transfer.

**4 RISK AND INSURANCE**

4.1 The settlement licensed land will remain at the sole risk of the Crown until the settlement date and, from the settlement date, it will remain at the sole risk of the governance entity.

4.2 In the event that, prior to the settlement date, the settlement licensed land is destroyed or damaged and such destruction or damage has not been made good by the settlement date, then the following provisions apply:

4.2.1 the governance entity must complete the transfer of the settlement licensed land at the redress value on the condition that the Crown pay to the governance entity (as alternative redress) an amount equal to the amount (if any) by which the redress value for the settlement licensed land is more than the value of the settlement licensed land as at the settlement date as a result of the destruction or damage; and

4.2.2 either party may give the other party notice in writing requiring that any dispute as to the application of this paragraph 4.2 be determined by an arbitrator to be appointed by the president or vice-president of the law society for the district where the settlement licensed land is located, and the party serving the notice may at any time after that refer the dispute to the arbitrator for determination under the Arbitration Act 1996.

4.3 If a dispute relating to a claim by the governance entity for a diminution in value of the settlement licensed land under paragraph 4.2.1 is not determined by the settlement date, then:

4.3.1 settlement shall take place on the settlement date in accordance with this part 15 as if there had been no destruction or damage; and

4.3.2 upon the determination of the dispute the Crown shall pay to the governance entity within 7 business days from such determination a sum equal to the diminution in value of the settlement licensed land (as

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**PART 15: SETTLEMENT LICENSED LAND – TERMS OF TRANSFER**

alternative redress) and interest from settlement date to the date of that payment at the rate set out in clause 8.2 of this deed.

- 4.4 The governance entity will not be required to take over from the Crown any insurance policies in relation to the settlement licensed land.

**5 REDRESS VALUE**

- 5.1 For the purposes of establishing the amount of any damages arising out of a breach by the Crown of any of its obligations under this part 15 in respect of the settlement licensed land, the redress value for the settlement licensed land will be treated as its value immediately before the relevant event or breach.

- 5.2 To avoid doubt the parties acknowledge that the redress value of the settlement licensed land will not be affected by:

5.2.1 any addition or variation to the relevant encumbrances agreed in writing by the Crown and the governance entity under paragraph 1.2; or

5.2.2 any variation to a relevant encumbrance agreed by the Crown and the governance entity under paragraph 2.1.1.

**6 BOUNDARIES, TITLE, ETC**

- 6.1 The Crown will not be bound to point out the boundaries of the settlement licensed land.

- 6.2 If the settlement licensed land is subject only to relevant encumbrances, the governance entity:

6.2.1 will be treated as having accepted the Crown's title to the settlement licensed land as at the date of this deed; and

6.2.2 may not make any objections to, or requisitions on, it.

- 6.3 Except as otherwise expressly set out in this part 15, no error, omission or misdescription of the settlement licensed land or its title shall annul the transfer of the settlement licensed land.

- 6.4 The Crown will not be liable to pay for, or contribute towards, the expense of erection or maintenance of any fence between the settlement licensed land and any contiguous land of the Crown (unless it is the Crown that requires the fence in which case the Crown shall meet all the costs of erecting the fence); and

6.4.1 this clause will not continue for the benefit of any subsequent purchaser of the contiguous land; and

6.4.2 the Crown may require the inclusion of a fencing covenant to this effect in any transfer of the settlement licensed land.

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**PART 15: SETTLEMENT LICENSED LAND – TERMS OF TRANSFER**

**7 OBLIGATIONS AFTER SETTLEMENT**

- 7.1 If the Crown receives any notice or demand in relation to the settlement licensed land from the Crown, any territorial authority or any tenant after the settlement date, the Crown will, if not paying or complying with such notice or demand, promptly deliver it to the governance entity or the governance entity's solicitor and, if the Crown fails to do so, the Crown will be liable for any penalty incurred.
- 7.2 Immediately after the settlement date, the Crown will give notice of the transfer of the settlement licensed land to the territorial authority having jurisdiction in respect of that property.

**8 DISCLOSURE INFORMATION**

- 8.1 The Crown warrants to the governance entity that, at the date of this deed, the disclosure information in relation to the settlement licensed land is all the material information that relates to the settlement licensed land, of which the land holding agency is aware, the land holding agency having inspected its records but not having undertaken a physical inspection of the settlement licensed land or made enquiries beyond the records of the land holding agency.
- 8.2 Except as provided in paragraph 8.1, the Crown gives no representation or warranty (whether express or implied) nor accepts any responsibility with respect to:
- 8.2.1 the settlement licensed land including as to its ownership, management, occupation, physical condition, use or compliance with:
- (a) any legislation including by-laws; or
  - (b) any enforcement or other notice, requisition or proceedings issued by any authority; or
  - (c) the completeness or accuracy of the disclosure information in relation to the settlement licensed land.
- 8.3 Ngāti Apa (North Island) acknowledges that (although the Crown is not giving any representation or warranty in relation to the settlement licensed land except as provided in paragraph 8.1) Ngāti Apa (North Island) had the opportunity prior to the date of this deed (in addition to being able to examine the disclosure information) to:
- 8.3.1 inspect the settlement licensed land; and
- 8.3.2 determine its state and condition.

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**PART 15: SETTLEMENT LICENSED LAND – TERMS OF TRANSFER**

**9 DELAYED TRANSFER OF LEGAL TITLE**

9.1 If all the land comprising Part Santoft Forest, Part Lismore Hill Forest or Part Lismore Sand Forest is not all of the land contained in a computer freehold register, the Crown covenants for the benefit of the governance entity that it will:

9.1.1 arrange for the creation of a computer freehold register for all that land comprising each of those properties; and

9.1.2 transfer title to all that land, as soon as is reasonably practicable, but no later than five years after the settlement date.

9.2 The covenant given by the Crown under paragraph 9.1 shall have effect and be enforceable, despite being positive in effect and there being no dominant tenement.

9.3 If paragraph 9.1 applies then, for the period from the settlement date until the date that the Crown transfers the title to the relevant settlement licensed land to the governance entity:

9.3.1 the governance entity will be the beneficial owner of that property; and

9.3.2 all the other obligations and rights to be performed or arising on the settlement date will still be performed and arise as if full legal title had passed to the governance entity on the settlement date.

**10 MISCELLANEOUS**

**Further Assurances**

10.1 The Crown and the governance entity must, at the request of the other, sign and deliver any further documents or assurances and do all acts and things that the other may reasonably require to give full force and effect to part 7 of this deed and this part 15 of the schedule.

**Non merger**

10.2 On transfer of the settlement licensed land to the governance entity, the provisions of this part 15 will not merge and, to the extent any provision has not been fulfilled, will remain in force.

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**PART 16**

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**SETTLEMENT LICENSED LAND – EASEMENTS**

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*py B*

**EASEMENT – TYPE A**

**(Clause 7.16)**

**PART 16: SETTLEMENT LICENSED LAND – EASEMENTS: TYPE A**

**1 DEFINITIONS AND CONSTRUCTION**

**1.1 Definitions:**

In this Memorandum of Transfer, unless the context otherwise requires:

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

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

*[These definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]*

"**The Sovereign** in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

**1.2 Construction**

In the construction of this Transfer unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Transfer;

1.2.2 references to Clauses and the Schedule are to the clauses and the schedule of this Transfer;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

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

**2 GRANT OF ACCESS RIGHTS**

2.1 The Transferor hereby grants to the Transferee a right of way over that part of the Transferor's Land shown marked [insert details] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Transfer to the intent that the easement shall be forever appurtenant to the Transferee's Land as set out in the First Schedule.

2.2 In consideration of the Transferor agreeing to enter into this Transfer the Transferee shall duly observe the obligations imposed on it under this Transfer.

**3 OBLIGATIONS OF THE TRANSFEE**

The rights and powers conferred under Clause 2 are granted subject to the following conditions and obligations:

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**PART 16: SETTLEMENT LICENSED LAND – EASEMENTS: TYPE A**

- 3.1 The Transferee shall when passing or repassing over the Transferor's Land:
- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Transferor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
  - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Transferor;
  - 3.1.3 take all due care when taking any welding equipment over the Transferor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Transferor's Land without the prior written permission of the Transferor;
  - 3.1.4 immediately after passing through any gates on the Transferor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
  - 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Transferor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Transferor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 3.1.5):
    - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Transferor or other lawful authority; and
    - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;
- 3.2 Subject to Clauses 3.7 and 3.8, the Transferee shall, at its cost, repair to the satisfaction of the Transferor, any of the Transferor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Transferee;
- 3.3 The Transferee shall annually pay to the Transferor a proportion of the cost of maintenance of any of the roads or tracks on the Transferor's Land commensurate with the use made by the Transferee of such roads or tracks PROVIDED THAT the Transferee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Transferor's negligent use of that track or road;
- 3.4 The Transferee shall not exhibit any notice or sign on the Transferor's Land without the prior written consent of the Transferor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this Clause 3.4 shall not prevent the Transferee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the Land Transport Safety Authority and must be removed when the operation has been completed;

## NGĀTI APA (NORTH ISLAND) SCHEDULE

### PART 16: SETTLEMENT LICENSED LAND – EASEMENTS: TYPE A

- 3.5 The Transferee will ensure, at all times, in the exercise of the rights set out in this Transfer that its agents, employees or contractors will not obstruct or hamper the Transferor or its agents, employees and contractors, in its or their normal or reasonable use of the Transferor's Land;
- 3.6 Subject to Clauses 3.7 and 3.8, in the event that the Transferor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Transferee, then any necessary improvements and maintenance shall be at the sole cost of the Transferee;
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Transferee shall not:
- 3.7.1 widen the road; or
  - 3.7.2 alter the location of the road; or
  - 3.7.3 alter the way in which the run-off from the road is disposed of; or
  - 3.7.4 change the nature of the road surface; or
  - 3.7.5 park or store equipment or material on the Transferor's Land,
- without the Transferor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 3.8 The Transferee shall not erect any structures on the Transferor's Land or make any additions or alterations to existing structures or replace such structures unless the Transferee has obtained the Transferor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 3.9 The Transferee shall not at any time, except with the prior written approval of the Transferor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Transferor's Land nor shall the Transferee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Transferor;
- 3.10 The Transferee shall not, without the prior written approval of the Transferor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Transferor's Land, nor shall the Transferee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Transferor; and
- 3.11 The Transferee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Transferee to conduct the activities permitted by this Transfer.

#### 4 TRANSFEROR'S RIGHTS

The Transferor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Transferor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the



**PART 16: SETTLEMENT LICENSED LAND – EASEMENTS: TYPE A**

Transferor shall furnish at the expense of the Transferee, keys to any locks fitted to any of the said gates.

**5 COSTS**

The Transferee shall be liable to the Transferor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Transferor arising from or incidental to the preparation, registration and enforcement of any provision in this Transfer.

**6 LICENCE** [*this clause will be omitted if there is no crown forestry licence at the time this easement is granted*]

The Transferor and the Transferee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Transferor's Land, and this Transfer is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Transfer.

**7 DELEGATION**

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

**8 NOTICES**

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

8.1.1 The Transferor's address as set out in paragraph 1 of the First Schedule; and

8.1.2 The Transferee's address as set out in paragraph 2 of the First Schedule.

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

**9 SEVERABILITY**

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

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NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 16: SETTLEMENT LICENSED LAND – EASEMENTS: TYPE A

Continuation of "Attestation"

Signed for and on behalf of  
[GOVERNANCE ENTITY] as  
Transferor by:

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*In the presence of:*

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Name:  
Occupation:  
Address:

Signed for and on behalf of **THE SOVEREIGN** as Transferee by

---

[ ]

*In the presence of:*

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Name:  
Occupation:  
Address:

SCHEDULE

**1 TRANSFEROR'S ADDRESS:**

[Governance Entity]

[Enter Address]

**2 TRANSFEREE'S ADDRESS:**

Department of Conservation

[Enter Address]

Handwritten initials: P-13

**EASEMENT – TYPE B**

**(Clause 7.17)**

PART 16: SETTLEMENT LICENSED LAND – EASEMENTS: TYPE B

**1 DEFINITIONS AND CONSTRUCTION**

**1.1 Definitions:**

In this Memorandum of Transfer, unless the context otherwise requires:

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

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

*[These definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]*

"**The Sovereign** in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

**1.2 Construction**

In the construction of this Transfer unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Transfer;

1.2.2 references to Clauses and the Schedule are to the clauses and the schedule of this Transfer;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

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

**2 GRANT OF ACCESS RIGHTS**

2.1 The Transferor hereby grants to the Transferee a right of way in gross over that part of the Transferor's Land shown marked [insert details] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Transfer.

2.2 In consideration of the Transferor agreeing to enter into this Transfer the Transferee shall duly observe the obligations imposed on it under this Transfer.

**3 OBLIGATIONS OF THE TRANSFEREE**

The rights and powers conferred under Clause 2 are granted subject to the following conditions and obligations:

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**PART 16: SETTLEMENT LICENSED LAND – EASEMENTS: TYPE B**

- 3.1 The Transferee shall when passing or repassing over the Transferor's Land:
- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Transferor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
  - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Transferor;
  - 3.1.3 take all due care when taking any welding equipment over the Transferor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Transferor's Land without the prior written permission of the Transferor;
  - 3.1.4 immediately after passing through any gates on the Transferor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
  - 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Transferor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Transferor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 3.1.5):
    - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Transferor or other lawful authority; and
    - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;
- 3.2 Subject to Clauses 3.7 and 3.8, the Transferee shall, at its cost, repair to the satisfaction of the Transferor, any of the Transferor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Transferee;
- 3.3 The Transferee shall annually pay to the Transferor a proportion of the cost of maintenance of any of the roads or tracks on the Transferor's Land commensurate with the use made by the Transferee of such roads or tracks **PROVIDED THAT** the Transferee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Transferor's negligent use of that track or road;
- 3.4 The Transferee shall not exhibit any notice or sign on the Transferor's Land without the prior written consent of the Transferor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this Clause 3.4 shall not prevent the Transferee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the Land Transport Safety Authority and must be removed when the operation has been completed;
- 3.5 The Transferee will ensure, at all times, in the exercise of the rights set out in this Transfer that its agents, employees or contractors will not obstruct or hamper the

**PART 16: SETTLEMENT LICENSED LAND – EASEMENTS: TYPE B**

Transferor or its agents, employees and contractors, in its or their normal or reasonable use of the Transferor's Land;

- 3.6 Subject to Clauses 3.7 and 3.8, in the event that the Transferor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Transferee, then any necessary improvements and maintenance shall be at the sole cost of the Transferee;
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Transferee shall not:
- 3.7.1 widen the road; or
  - 3.7.2 alter the location of the road; or
  - 3.7.3 alter the way in which the run-off from the road is disposed of; or
  - 3.7.4 change the nature of the road surface; or
  - 3.7.5 park or store equipment or material on the Transferor's Land,
- without the Transferor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 3.8 The Transferee shall not erect any structures on the Transferor's Land or make any additions or alterations to existing structures or replace such structures unless the Transferee has obtained the Transferor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 3.9 The Transferee shall not at any time, except with the prior written approval of the Transferor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Transferor's Land nor shall the Transferee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Transferor;
- 3.10 The Transferee shall not, without the prior written approval of the Transferor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Transferor's Land, nor shall the Transferee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Transferor; and
- 3.11 The Transferee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Transferee to conduct the activities permitted by this Transfer.

**4 TRANSFEROR'S RIGHTS**

The Transferor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Transferor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Transferor shall furnish at the expense of the Transferee, keys to any locks fitted to any of the said gates.

PART 16: SETTLEMENT LICENSED LAND – EASEMENTS: TYPE B

5 COSTS

The Transferee shall be liable to the Transferor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Transferor arising from or incidental to the preparation, registration and enforcement of any provision in this Transfer.

6 LICENCE [*this clause will be omitted if there is no crown forestry licence at the time this easement is granted*]

The Transferor and the Transferee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Transferor's Land and this Transfer is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Transfer.

7 ASSIGNMENT

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

- (a) Any Crown entity as defined in section 2(1) of the Public Finance Act 1989;
- (b) Any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;
- (c) Any person who holds the land in trust for the Transferee; or
- (d) Any other person with the prior consent of the Transferor, which shall not be unreasonably withheld.

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

8 DELEGATION

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

9 NOTICES

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

9.1.1 The Transferor's address as set out in paragraph 1 of the First Schedule; and

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**PART 16: SETTLEMENT LICENSED LAND – EASEMENTS: TYPE B**

- 9.1.2 The Transferee's address as set out in paragraph 2 of the First Schedule.
- 9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

**10 SEVERABILITY**

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

P. J. S.

**PART 16: SETTLEMENT LICENSED LAND – EASEMENTS: TYPE B**

Continuation of "Attestation"

Signed for and on behalf of  
[GOVERNANCE ENTITY] as  
Transferor by:

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*In the presence of:*

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Name:  
Occupation:  
Address:

Signed for and on behalf of **THE  
SOVEREIGN** as Transferee by

---

[ ]

*In the presence of:*

---

Name:  
Occupation:  
Address:

PS JS

SCHEDULE

**1 TRANSFEROR'S ADDRESS:**

[Governance Entity]

[Enter Address]

**2 TRANSFEREE'S ADDRESS:**

Department of Conservation

[Enter Address]

**SETTLEMENT LICENSED LAND – EASEMENTS**

**(Clause 7.16)**

PART 17

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SETTLEMENT LICENSED LAND – PUBLIC RIGHT OF WAY  
EASEMENT

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**PART 17: SETTLEMENT OF LICENSED LAND – PUBLIC RIGHT OF WAY EASEMENT**

**1 DEFINITIONS AND CONSTRUCTION**

**1.1 Definitions**

In this Easement Instrument, unless the context otherwise requires:

“**Crown Forestry Licence**” means the Crown Forestry Licence in computer interest register [ ] between Her Majesty the Queen and the Licensee;

“**Land**” means the land described in the Schedule and includes any part thereof;

“**Licensee**” means [ ] and also includes the assignees from time to time of the Licensee’s interest under the Crown Forestry Licence;

“**Occupier**” means the Transferor and the Transferor’s lessees, licensees and other occupiers;

“**Transferee**” also includes members of the general public; and

“**Transferor**” also includes the Transferor’s successors in title of the Land.

**1.2 Construction**

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

- (a) the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;
- (b) references to clauses and the Schedule are to the clauses and the schedule of this Easement Instrument; and
- (c) the singular includes the plural and vice versa, and words importing any gender include the other genders.

**2 GRANT OF ACCESS RIGHTS**

Subject to clause 4, the Transferor grants to the Transferee the free full right, liberty and licence to go and repass over and along the Land, on foot, for recreational purposes, provided that the Occupier may close or otherwise control the entry and the use of the Land only for reasons relating to:

- (a) the safety of the public or of those working on the Land;
- (b) the protection of the trees, buildings, plant, equipment and related items on the Land; or
- (c) the protection of a registered wahi tapu or a wahi tapu area within the meaning of the Historic Places Act 1993.

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**PART 17: SETTLEMENT OF LICENSED LAND – PUBLIC RIGHT OF WAY EASEMENT**

**3 ACKNOWLEDGEMENT**

The Transferee and the Transferor acknowledge that:

- (a) the Land is subject to the Crown Forestry Licence; and
- (b) during the term of the Crown Forestry Licence, clause 6.2 of the Crown Forestry Licence allows the public to enter and use the Land for recreational purposes pursuant to clause [ ] of the settlement legislation.

**4 ACCESS RIGHTS DELAYED**

Notwithstanding clause 2 of this Easement Instrument:

- (a) the access rights granted under this Easement Instrument cannot be exercised in respect of any part of the Land until the Crown Forestry Licence in relation to that part of the Land ends (whether by expiry, cancellation or termination or any other reason);
- (b) the access rights will be effective immediately in relation to that part of the Land on such end of the Crown Forestry Licence; and
- (c) to the intent that when the Crown Forestry Licence no longer applies to the whole of the Land, subject to any closure or control measures for the purposes set out in paragraphs (a) to (c) of clause 2, the access rights may be exercised over all of the Land.

**5 OCCUPIER NOT REQUIRED TO MAINTAIN ROAD**

Nothing in this Easement Instrument requires the Occupier to maintain any road, track or other accessway on the Land.

**EXECUTION**

[ ]

PJ

**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 17: SETTLEMENT OF LICENSED LAND – PUBLIC RIGHT OF WAY EASEMENT**

**SCHEDULE**

**LAND**

[Insert computer freehold register and legal description for the land subject to this easement.  
*Note:* There will be one easement for the block of land subject to each Crown Forestry Licence]

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**PART 18**

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**DEFERRED SELECTION PROPERTIES - DESCRIPTION**

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**DEFERRED SELECTION PROPERTIES – DESCRIPTION**

**(Clause 12.6)**

NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 18: DEFERRED SELECTION PROPERTIES – DESCRIPTION

Name of Site	Location	Legal description Wellington Land District	Land holding agency	Leaseback property	Joint or Independent valuations
Marion District Court House	Stewart Street, Marion	0.2663 hectares, approximately, being Lots 102, 103 and Parts Lots 104 and 105 Deed Plan 480.  All Computer Freehold Register WN 42C/266 (limited as to parcels).  Subject to survey.	Ministry of Justice	Yes	Joint
Marion Police Station	Stewart Street, Marion	0.1198 hectares, more or less, being Section 136 Rangitikei Agricultural Reserve.  All GN 694000.1.	New Zealand Police	Yes	Joint
Wanganui Prison	Pauri Road, Kaitoke, Wanganui	45.2439 hectares, more or less, being Sections 478, 479 and 480 Left Bank Wanganui River, Lot 2 DP 46128, Section 1 SO 36413 and Sections 2 and 3 SO 340748.  All Computer Freehold Registers 390177, WN 48C/764 and WN48C/766.	Department of Corrections	Yes	Independent
Part Wanganui Forest	Pauri Road, Kaitoke, Wanganui	400 hectares, approximately, being Part Section 546 Left Bank Wanganui River. Part Computer Freehold Register WN 50C/50.  Subject to survey.	Ministry of Agriculture and Forestry	No	Independent

*Page 33*

**PART 19**

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**DEFERRED SELECTION PROPERTIES – INTERPRETATION  
PROVISIONS FOR VALUATION PROCESS AND TERMS OF  
TRANSFER**

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## INTERPRETATION PROVISIONS

### (Clause 7.28.1)

#### INTERPRETATION AND NOTICE

##### DEFINITIONS

- 1.1 In clauses 7.27-7.37 and in parts 17-19 of this schedule, unless the context otherwise requires:

**arbitration commencement date** means the date the Crown makes the referral to arbitration referred to in paragraph 8.1 of part 20;

**arbitrator** means a person appointed under paragraphs 4.3 or 4.4 of part 20;

**commencement rent**, in relation to a deferred selection property, means the commencement rent for that property determined or agreed under the valuation process;

**Crown's valuation report** means the valuation report prepared by the Crown's valuer in accordance with part 20;

**Crown's valuer** means a registered valuer appointed by the Crown to take part in the valuation process;

**deferred selection property** has the meaning given to it in clause 12.6;

**disclosed encumbrance**, in relation to a deferred selection property, is an encumbrance disclosed under paragraph 2.2 of part 20 or part 21;

**disclosure information**, in relation to a deferred selection property, has the meaning given to it in clause 12.6;

**governance entity's valuation report** means the valuation report prepared by the governance entity's valuer in accordance with part 20;

**governance entity's valuer** means a registered valuer appointed by the governance entity to take part in the valuation process;

**independent valuer's report** means the valuation report prepared under part 20;

**independently valued asset** has the meaning given to it in clause 12.6;

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**PART 19: DEFERRED SELECTION PROPERTIES - INTERPRETATION PROVISIONS**

**jointly valued asset** has the meaning given to it in clause 12.6;

**lease** means, in respect of a leaseback property, the lease to be entered into under clauses 7.33 and 7.34;

**market rental** is the amount, exclusive of GST and expressed as annual payment, at which a leaseback property would lease subject to specific lease terms and conditions, between a willing lessor and a willing lessee, in an arms length transaction, after proper marketing, if the parties to the transaction had each acted knowledgeably, prudently, and without compulsion. In applying this definition to the deferred selection property, the following matters (in addition to all other relevant factors) must be taken into account:

- (a) the terms of transfer; and
- (b) the disclosed encumbrances affecting or benefiting that property;

**market value** is the amount, exclusive of GST, for which the deferred selection property might be expected to exchange on the valuation date, between a willing buyer and a willing seller, in an arm's length transaction, after proper marketing, if the parties to the transaction had each acted knowledgeably, prudently and without compulsion. In applying this definition to the deferred selection property, the following matters (in addition to all other relevant factors) must be taken into account:

- (a) the terms of transfer; and
- (b) the disclosed encumbrances affecting or benefiting that property;

**notification date**, in relation to a deferred selection property, is the date the governance entity gives the Crown notice under clause 7.27 that it is interested in purchasing that property;

**registered valuer** means a valuer registered with the Valuers' Registration Board of New Zealand and with experience in the valuation of properties similar to the deferred selection property;

**terms of transfer** means the terms of transfer set out in part 22;

**transfer value** has the meaning given to it in clause 12.6,

**valuation date**, in relation to:

- (a) an independently valued asset means the valuation date as provided under paragraph 3 of part 20; and
- (b) a jointly valued asset, means the valuation date as provided under paragraph 3 of part 21;

**valuation exchange date** has the meaning set out in paragraph 5.3 of part 20; and

**valuation process**, in relation to a deferred selection property, means the process to determine or agree the transfer value of that property in accordance with clause 7.28 and parts 17-19,

**PART 19: DEFERRED SELECTION PROPERTIES - INTERPRETATION PROVISIONS**

and references to parts are to parts of this schedule.

**NOTICE**

- 1.2 Until any other address or facsimile number of a land holding agency is given by notice to the governance entity, the addresses of the land holding agencies are as follows:

**Ministry of Agriculture and Forestry**

Chief Executive and director General  
Ministry of Agriculture and Fisheries  
PO Box 2526  
WELLINGTON

Facsimile: 04 894 0720

**New Zealand Police**

National Property Office  
New Zealand Police  
PO Box 3017  
WELLINGTON

Facsimile: 04 498 7415

**Ministry of Justice**

Chief Executive  
Ministry of Justice  
PO Box 180  
WELLINGTON

Facsimile: 04 918 8820

**Department of Corrections**

Chief Executive  
Department of Corrections  
Private Box 1206  
WELLINGTON

Facsimile: 04 460 3212

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**PART 20**

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**DEFERRED SELECTION PROPERTIES - VALUATION  
PROCESS FOR INDEPENDENTLY VALUED ASSETS**

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## VALUATION PROCESS FOR INDEPENDENTLY VALUED ASSETS

### (Clause 7.28)

#### 1 APPLICATION OF THIS PART

- 1.1 This part 20 applies to an independently valued asset if the transfer value of that property is to be determined or agreed under this part pursuant to clause 7.28.1.

#### 2 DISCLOSURE

- 2.1 The land holding agency will, within 10 business days of being given notice by the governance entity under clause 7.27 that the governance entity is interested in purchasing an independently valued asset, give the governance entity all material information that relates to the independently valued asset that the land holding agency is aware of. The date the governance entity gives the land holding agency notice under clause 7.27 is the "**notification date**".
- 2.2 The information that the land holding agency gives under paragraph 2.1 will include all encumbrances of which the land holding agency is aware that affect or benefit the independently valued asset.

#### 3 VALUATION DATE

- 3.1 The **valuation date**, in relation to an independently valued asset, will be as at the notification date.

#### 4 APPOINTMENT OF VALUERS AND ARBITRATOR

- 4.1 No later than 5 business days after the notification date, the governance entity and the land holding agency must each:
- 4.1.1 appoint a registered valuer;
  - 4.1.2 instruct the registered valuer to assess the market value of the independently valued asset and its market rental if an independently valued asset is a leaseback property, in accordance with this part 20; and
  - 4.1.3 notify each other of the identity of the registered valuer.
- 4.2 The Crown and the governance entity must ensure that the terms of appointment of their registered valuers require them to participate in the valuation process.

**PART 20: VALUATION PROCESS FOR INDEPENDENTLY VALUED ASSETS**

- 4.3 The Crown and the governance entity must endeavour to agree on and appoint a person who is suitably qualified and experienced in determining disputes about the value and rental of assets similar to the independently valued asset no later than 10 business days after the notification date.
- 4.4 If no appointment has been made under paragraph 4.3 by that date, the Crown must request that the President of the NZ Institute of Valuers make the appointment.
- 4.5 An appointment of an arbitrator is made once the appointee has confirmed that he or she will conduct an arbitration, if requested by the Crown, in accordance with this part.

**5 VALUATION REPORTS**

- 5.1 Either the Crown or the governance entity may carry out an inspection of the independently valued asset. The registered valuer of the Crown or the governance entity intending to carry out an inspection must give at least 5 business days' notice of the date and time of the inspection to the other registered valuer appointed under this part and give that valuer an opportunity to attend the inspection.
- 5.2 Both the Crown's valuer and the governance entity's valuer must prepare a valuation report that includes their respective assessments of the market value of the independently valued asset and the market rental if the independently valued asset is a leaseback property, on the valuation date.
- 5.3 The land holding agency and the governance entity must each deliver a copy of its valuation report to the other by no later than 50 business days after the notification date (the "valuation exchange date").
- 5.4 Both valuation reports must:
- 5.4.1 meet the requirements of the New Zealand Institute of valuers' Standards and other relevant standards insofar as those requirements are consistent with this part 20;
  - 5.4.2 include an executive summary containing:
    - (a) a summary of the valuation along with key valuation parameters;
    - (b) a summary of any key issues affecting the value;
  - 5.4.3 attach appendices setting out:
    - (a) a statement of valuation policies; and
    - (b) relevant market and sales and leasing information; and
  - 5.4.4 in the case of the unlicensed Crown forest land and without limiting paragraphs 5.4.1-5.4.3, identify the trees that will remain on the land on

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**PART 20: VALUATION PROCESS FOR INDEPENDENTLY VALUED ASSETS**

transfer to the governance entity and set out the amount that the valuer considers to be the value of those trees.

**6 SINGLE VALUATION REPORT MAY DETERMINE TRANSFER VALUE**

6.1 If only one valuation report is delivered by a party by the valuation exchange date, then the assessment of:

6.1.1 market value in that report will be the transfer value; and

6.1.2 market rental in that report will be the commencement rent.

**7 NEGOTIATIONS TO AGREE MARKET VALUE**

7.1 If each party has provided a valuation report, the Crown and the governance entity must endeavour to agree on, and record in writing, the market value and market rental if the independently valued asset is a leaseback property. The amount agreed as the market value is the transfer value, and the amount agreed as the market rental is the commencement rent.

7.2 Where transfer value or commencement rent is not determined or agreed within 20 business days after the valuation exchange date, the determination of the transfer value and the commencement rent must be referred to an arbitrator in accordance with paragraph 8.

**8 DETERMINATION OF MARKET VALUE**

8.1 Within 5 business days of paragraph 7.2 applying, the Crown must refer the dispute to the arbitrator (the "arbitration commencement date").

8.2 The arbitrator must promptly give notice of a meeting to be attended by the Crown and the governance entity and their registered valuers, at a venue and time to be decided by the arbitrator after consultation with the parties but not later than 30 business days after the arbitration commencement date.

8.3 The Crown and the governance entity must by no later than 5.00pm on the day which is 5 business days prior to the date of the meeting give to the arbitrator and to each other, their valuation reports, sales and rental evidence and any submission or expert evidence based on that information that the Crown or the governance entity intend to present at the meeting.

8.4 At the meeting, the arbitrator must:

8.4.1 establish a procedure and give each party the right to examine, cross examine and re-examine the registered valuers and other experts appointed by the other parties in relation to the information provided to the arbitrator; and

8.4.2 have regard to the requirements of natural justice in the conduct of the meeting.

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**PART 20: VALUATION PROCESS FOR INDEPENDENTLY VALUED ASSETS**

- 8.5 The arbitrator shall hold the meeting and give his or her determination of the market value and market rental no later than [50] business days after the arbitration commencement date.
- 8.6 The transfer value will be the arbitrator's determination of the market value and the commencement rent will be the arbitrator's determination of the market rent. That determination must be no higher than the higher, and no lower than the lower, of the assessment of market value and market rent contained in the Crown's valuation report and in the governance entity's valuation report. The arbitrator's determination shall include the details referred to in paragraph 5.4.4.
- 8.7 The determination of the Arbitrator is final and binding on the Crown and the governance entity.

**9 GENERAL PROVISIONS**

- 9.1 The Crown and the governance entity must each bear their own costs in connection with the valuation process.
- 9.2 The costs of the arbitrator and the costs of the hire of a venue for the meeting referred to in paragraph 8.2 must be borne by the Crown and the governance entity equally.
- 9.3 Despite paragraphs 9.1 and 9.2, the arbitrator may award costs against the Crown or the governance entity where the arbitrator considers that it would be just to do so on account of unreasonable conduct.

**PART 21**

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**DEFERRED SELECTION PROPERTIES - VALUATION  
PROCESS FOR JOINTLY VALUED ASSETS**

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## VALUATION PROCESS FOR JOINTLY VALUED ASSETS

### (Clause 7.28.1)

#### 1 APPLICATION OF THIS PART

- 1.1 This part 21 applies to a jointly valued asset if the transfer value of that property is to be determined or agreed under this part pursuant to clause 7.28.1.

#### 2 DISCLOSURE

- 2.1 The land holding agency will, within 10 business days of being given notice by the governance entity under clause 7.27 that the governance entity is interested in purchasing a governance entity, give the governance entity all material information that relates to the jointly valued asset that the land holding agency is aware of. The date the governance entity gives the land holding agency Notice under clause 7.27 is the "notification date".
- 2.2 The information that the land holding agency gives under paragraph 2.1 will include all encumbrances of which the land holding agency is aware that affect or benefit the jointly valued asset.

#### 3 VALUATION DATE

- 3.1 The **valuation date**, in relation to a jointly valued asset, will be as at the notification date.

#### 4 APPOINTMENT OF VALUER

- 4.1 The Crown and the governance entity must endeavour to agree on and appoint a registered valuer no later than 5 business days after the notification date to determine the market value of a jointly valued asset, and its market rental if a jointly valued asset is a leaseback property, in accordance with this part 21.
- 4.2 If no appointment has been made under paragraph 4.1 by that date, the Crown must request that the President of the NZ Institute of Valuers make the appointment.
- 4.3 An appointment of a registered valuer is made once the appointee has confirmed that he or she will produce a valuation report in accordance with this part on receipt of the joint instructions to be given under paragraph 4.4.
- 4.4 No later than 5 business days after the appointment under paragraphs 4.1-4.3, the governance entity and the land holding agency must jointly instruct the registered valuer to assess the market value of the jointly valued asset, and its market rental if

## NGĀTI APA (NORTH ISLAND) SCHEDULE

### PART 21: VALUATION PROCESS FOR JOINTLY VALUED ASSETS

a jointly valued asset is a leaseback property on the terms of the agreed instructions to valuer attached, in accordance with this part 21.

#### 5 VALUATION REPORT

5.1 The registered valuer must prepare a valuation report that includes his or her assessment of the market value of the governance entity, and its market rental if the jointly valued asset is a leaseback property, on the valuation date.

5.2 The registered valuer must deliver a copy of the independent valuer's report to the parties by no later than 50 business days after the notification date.

5.3 The independent valuer's report must:

5.3.1 meet the requirements of the New Zealand Institute of Valuers' Standards and other relevant standards insofar as those requirements are consistent with this part 21;

5.3.2 include an executive summary containing:

(a) a summary of the valuation along with key valuation parameters;

(b) a summary of any key issues affecting the value; and

5.3.3 attach appendices setting out:

(a) a statement of valuation policies; and

(b) relevant market and sales and leasing information.

#### 6 VALUATION REPORT DETERMINES TRANSFER VALUE AND COMMENCEMENT RENT

6.1 The assessment of:

6.1.1 market value in the independent valuer's report will be the transfer value; and

6.1.2 market rental in the Independent valuer's report will be the commencement rent.

6.2 The effect of paragraph 6 is final and binding on the Crown and the governance entity.

#### 7 GENERAL PROVISIONS

7.1 The costs of the registered valuer must be borne by the Crown and the governance entity equally.

**PART 22**

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**DEFERRED SELECTION PROPERTIES -  
TERMS OF TRANSFER**

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## TERMS OF TRANSFER

### (Clause 7.30)

#### 1 APPLICATION OF THIS PART

This part 22 applies if the Crown and the governance entity are deemed under clause 7.30 to have entered into an agreement for the sale and purchase of a deferred selection property.

#### 2 TRANSFER OF THE DEFERRED SELECTION PROPERTY

2.1 The Crown must transfer the fee simple estate in the deferred selection property to the governance entity on the terms set out in clauses 7.27-7.37, and in this part 22, subject to and, where applicable, with the benefit of the disclosed encumbrances affecting or benefiting that property (as those disclosed encumbrances may be varied under paragraph 2.2).

2.2 The Crown and the governance entity may agree in writing to vary or add to the disclosed encumbrances affecting the deferred selection property.

2.3 The governance entity must not unreasonably withhold or delay its consent to varying a disclosed encumbrance or granting a new encumbrance affecting the deferred selection property.

2.4 The Crown will pay any survey and registration costs required to transfer the fee simple estate in the deferred selection property to the governance entity.

#### 3 OBLIGATIONS PRIOR TO DEFERRED SELECTION SETTLEMENT DATE

3.1 The Crown must:

3.1.1 manage the unlicensed Crown forest land, or ensure its management, in accordance with good commercial forestry practice; and

3.1.2 in respect of the other deferred selection properties, maintain the deferred selection property, or ensure its maintenance, until the actual deferred selection settlement date in substantially the same condition as it was in at the notification date, fair wear and tear excepted.

3.2 Between the notification date and the actual deferred selection settlement date the Crown must consult with, and obtain the prior written consent of, the governance entity (which will not be unreasonably withheld or delayed) before:

3.2.1 agreeing to any material variation in the terms of a disclosed encumbrance affecting or benefiting a deferred selection property; or

## NGĀTI APA (NORTH ISLAND) SCHEDULE

### PART 22: TERMS OF TRANSFER

- 3.2.2 procuring any consent, or providing any waiver, under the Resource Management Act 1991, or other legislation, that materially affects the deferred selection property.
- 3.3 The Crown must, if it carries out works, or gives specific authority in writing for works to be carried out, on a deferred selection property, between the notification date and the actual deferred selection settlement date, for which the Crown must by law obtain a building consent or permit, comply with any obligations imposed on the Crown under the Building Act 2004 in respect of such works.
- 3.4 The Crown must pay all charges for electric power, gas, water, and other utilities that the Crown owes as owner of a deferred selection property until the actual deferred selection settlement date except where those charges are payable by any tenant or occupant directly to the relevant supplier.
- 3.5 Subject to the terms of any disclosed encumbrance affecting the deferred selection property, the Crown must use reasonable endeavours to obtain permission for the governance entity (or a person authorised by the governance entity), upon reasonable notice, to enter a deferred selection property on one occasion before the deferred selection settlement date to examine it.

#### 4 POSSESSION AND SETTLEMENT

- 4.1 On the deferred selection settlement date:
- 4.1.1 possession must be given and taken of the deferred selection property subject to the disclosed encumbrances (as they may be varied under paragraph 2.2); and
- 4.1.2 vacant possession must be given and taken of the deferred selection property if it is not:
- (a) a leaseback property; or
  - (b) subject to any disclosed encumbrance (as they may be varied under paragraph 2.2) that prevent vacant possession being given and taken.
- 4.2 Subject to paragraph 10, on the deferred selection settlement date the Crown must hand to the governance entity:
- 4.2.1 a registrable memorandum of transfer of the deferred selection property;
- 4.2.2 all other instruments in registrable form which may be required by this part 22, including those referred to in paragraph 4.3; and
- 4.2.3 all contracts and other documents which create unregistered rights, interests and obligations affecting the registered proprietor's interest (but not proclamations, *Gazette* notices and similar public notices) and which will continue following the actual deferred selection settlement date.
- 4.3 The governance entity must, within 5 business days of the actual deferred selection settlement date or if paragraph 10 applies, within the timeframe set out in paragraph

**NGĀTI APA (NORTH ISLAND) SCHEDULE**  
**PART 22: TERMS OF TRANSFER**

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10, lodge the following documents for registration in the following order in relation to the deferred selection property:

- 4.3.1 where applicable, a written application for a computer freehold register in the name of the Crown;
  - 4.3.2 the transfer to the governance entity;
  - 4.3.3 any easements to be granted under part 7 of the deed; and
  - 4.3.4 the lease, in the case of the leaseback property.
- 4.4 All outgoing and incoming (including rates, excluding insurance premiums) must be apportioned at the actual deferred selection settlement date.
- 4.5 The Crown must supply a statement of apportionments to the governance entity before the actual deferred selection settlement date. On the actual deferred selection settlement date:
- 4.5.1 the governance entity must pay to the Crown the amount by which the outgoing (except for insurance premiums) for the deferred selection properties pre-paid by the Crown in respect of a period after the actual deferred selection settlement date exceed the incoming received by the Crown for that period; or
  - 4.5.2 the Crown must pay to the governance entity the amount by which the incoming received by the Crown in respect of a period after the actual deferred selection settlement date exceed the outgoing (except for insurance premiums) for the deferred selection property pre-paid by the Crown for that period.
- 4.6 The Crown must make available to the governance entity on the actual deferred selection settlement date any keys to gates, exterior doors, and electronic door openers (if any) and/or security codes to alarms (if any) for the deferred selection property that are in the possession of the Crown at the actual deferred selection settlement date.
- 4.7 The deferred selection property must be transferred inclusive of all fixtures and fittings that are owned by the Crown and are situated on the deferred selection property at the notification date and those fixtures and fittings must not be mortgaged or charged to any person.
- 4.8 No chattels situated on the deferred selection property will be included in its transfer.
- 4.9 In respect of a leaseback property, paragraphs 4.3-4.8 apply only to the extent they are consistent with the lease.
- 5 RISK AND INSURANCE**
- 5.1 The deferred selection property will remain at the sole risk of the Crown until the actual deferred selection settlement date and, from the actual deferred selection settlement date, it will remain at the sole risk of the governance entity.

NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 22: TERMS OF TRANSFER

5.2 In the event that, prior to the actual deferred selection settlement date, the deferred selection property is destroyed or damaged and such destruction or damage has not been made good by the actual deferred selection settlement date, then the following provisions apply:

5.2.1 the governance entity must complete the transfer of the deferred selection property at its transfer value on the condition that the Crown pay to the governance entity an amount equal to the amount (if any) by which the transfer value for the deferred selection property is more than the value of the deferred selection property as at the actual deferred selection settlement date as a result of the destruction or damage; and

5.2.2 either party may give the other party notice in writing requiring that any dispute as to the application of this paragraph 5.2 be determined by an arbitrator to be appointed by the president or vice-president of the law society for the district where the deferred selection property is located, and the party serving the notice may at any time after that refer the dispute to the arbitrator for determination under the Arbitration Act 1996.

5.3 If a dispute relating to a claim by the governance entity for a diminution in value of the deferred selection property under paragraph 5.2.2 is not determined by the actual deferred selection settlement date, then:

5.3.1 settlement shall take place on the actual deferred selection settlement date in accordance with this part 22 as if there had been no destruction or damage; and

5.3.2 upon the determination of the dispute the Crown shall pay to the governance entity within 7 business days from such determination a sum equal to the diminution in value of the deferred selection property and interest from settlement date to the date of that payment at the rate set out in clause 8.2.

5.4 The governance entity will not be required to take over from the Crown any insurance policies in relation to the deferred selection property.

**6 TRANSFER VALUE**

6.1 To avoid doubt, the parties acknowledge that the transfer value of the deferred selection property will not be affected by:

6.1.1 any addition or variation to the disclosed encumbrances agreed in writing by the Crown and the governance entity under paragraph 2.2; or

6.1.2 any variation to a disclosed encumbrance agreed by the Crown and the governance entity under paragraph 3.2.1.

**7 BOUNDARIES, TITLE, ETC**

7.1 The Crown will not be bound to point out the boundaries of the deferred selection property.

7.2 If the deferred selection property is subject only to disclosed encumbrances (as they may be varied under paragraph 2.2), the governance entity:

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**PART 22: TERMS OF TRANSFER**

7.2.1 will be treated as having accepted the Crown's title to the deferred selection property as at the actual deferred selection settlement date; and

7.2.2 may not make any objections to, or requisitions on, it.

7.3 Except as otherwise expressly set out in this part 22 no error, omission or misdescription of the deferred selection property or its title shall annul the transfer of the deferred selection property.

7.4 The Crown will not be liable to pay for, or contribute towards, the expense of erection or maintenance of any fence between the deferred selection property and any contiguous land of the Crown (unless it is the Crown that requires the fence in which case the Crown shall meet all the costs of erecting the fence); and

7.4.1 this clause will not continue for the benefit of any subsequent purchaser of the contiguous land; and

7.4.2 the Crown may require the inclusion of a fencing covenant to this effect in any transfer of the deferred selection property.

**8 OBLIGATIONS AFTER SETTLEMENT**

8.1 If the Crown receives any notice or demand in relation to the deferred selection property from the Crown, any territorial authority or any tenant after the actual deferred selection settlement date, the Crown will, if not paying or complying with such notice or demand, promptly deliver it to the governance entity or the governance entity's solicitor and, if the Crown fails to do so, the Crown will be liable for any penalty incurred.

8.2 Immediately after the actual deferred selection settlement date, the Crown will give notice of the transfer of the deferred selection property to the territorial authority having jurisdiction in respect of that property.

**9 DISCLOSURE INFORMATION**

9.1 The Crown warrants to the governance entity that, as at the notification date, the disclosure information in relation to the deferred selection property is all the material information that relates to the deferred selection property, of which the land holding agency is aware, the land holding agency having inspected its records but not having undertaken a physical inspection of the deferred selection property or made enquiries beyond its records.

9.2 Except as provided in paragraph 9.1, the Crown gives no representation or warranty (whether express or implied) nor accepts any responsibility with respect to:

9.2.1 the deferred selection property including as to its ownership, management, occupation, physical condition, use or compliance with:

(a) any legislation including by-laws; or

(b) any enforcement or other notice, requisition or proceedings issued by any authority; or

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**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 22: TERMS OF TRANSFER**

9.2.2 the completeness or accuracy of the disclosure information in relation to the deferred selection property.

9.3 The governance entity acknowledges that (although the Crown is not giving any representation or warranty in relation to the deferred selection property except as provided in paragraph 9.1) the governance entity had the opportunity prior to the deferred selection settlement date (in addition to being able to examine the disclosure information) to:

9.3.1 inspect the deferred selection property; and

9.3.2 determine its state and condition.

**10 DELAYED TRANSFER OF LEGAL TITLE**

10.1 If all the land comprising the deferred selection property is not all of the land contained in a computer freehold register or registers, the Crown covenants for the benefit of the governance entity that it will:

10.1.1 arrange for the creation of a computer freehold register for all that deferred selection property; and

10.1.2 transfer title to the deferred selection property, as soon as is reasonably practicable, but no later than five years after the actual deferred selection settlement date.

10.2 The covenant given by the Crown under paragraph 10.1 shall have effect and be enforceable, despite being positive in effect and there being no dominant tenement.

10.3 If paragraph 10.1 applies then, for the period from the actual deferred selection settlement date until the date that the Crown transfers the title to that deferred selection property to the governance entity:

10.3.1 the governance entity will be the beneficial owner of that property; and

10.3.2 all obligations and rights will be performed and arise as if full legal title had passed to the governance entity on the actual deferred selection settlement date.

**11 SETTLEMENT PROVISIONS**

11.1 On the deferred selection settlement date:

11.1.1 the governance entity shall pay to the Crown by way of bank cheque drawn on a New Zealand registered bank and made payable to the land holding agency an amount equal to the transfer value (plus GST if any); and

11.1.2 subject to paragraph 10, the Crown shall concurrently deliver to the governance entity all documents and instruments necessary to effect transfer of the deferred selection property to the governance entity.

11.2 If from any cause whatever (save the default of the Crown) all or any part of the transfer value or any other moneys payable by the governance entity to the Crown is not paid on the deferred selection settlement date, the Crown shall not be obliged to

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**NGĀTI APA (NORTH ISLAND) SCHEDULE**  
**PART 22: TERMS OF TRANSFER**

give possession to the governance entity, and the governance entity shall pay to the Crown default interest at the rate of 12% per annum on all or that part of the transfer value (plus GST if any) so unpaid for the period from the deferred selection settlement date to the actual deferred selection settlement date, but without prejudice to any other rights or remedies available to the Crown at law or in equity.

- 11.3 If, without the written agreement of the parties, settlement is not effected on the deferred selection settlement date then without prejudice to the rights of the party not in default the following provisions shall apply:
- 11.3.1 either the Crown or the governance entity may at any time after the deferred selection settlement date serve on the other of them notice in writing ("**settlement notice**") to effect settlement but the notice shall be effective only if the party serving it is at the time of service either in all material respects ready able and willing to proceed to effect settlement in accordance with the settlement notice or is not so ready able and willing to effect settlement only by reason of the default or omission of the other party. For the sake of clarity the governance entity acknowledges that it may not serve a settlement notice where there is a delay or transfer of legal title as contemplated by paragraph 10;
  - 11.3.2 upon service of a settlement notice, the party on which the settlement notice is served shall effect settlement within 10 business days after the date of service of the settlement notice (excluding the date of service) and in respect of that period time shall be of the essence but without prejudice to any intermediate right of cancellation (if any) by the other party; and
  - 11.3.3 if the party in default does not comply with the terms of a settlement notice then without prejudice to any other rights or remedies available to the party serving the settlement notice at law or in equity that party may cancel the agreement constituted by clause 7.30 by written notice.

**12 UNLICENSED CROWN FOREST LAND**

- 12.1 The transfer value for the unlicensed Crown forest land will be adjusted to give effect to any difference between the value of trees standing on the land on the actual deferred settlement date and the amounts assumed in establishing the transfer value under part 20.
- 12.2 In the event that, prior to the actual deferred settlement date, there is a dispute about the adjustment to be made to the transfer value under paragraph 12.1, then the following provisions apply:
- 12.2.1 the governance entity must complete the transfer of the unlicensed Crown forest land at its transfer value on the condition that the appropriate party must pay to the other party an amount equal to the amount (if any) by which the transfer value following adjustment differs from the transfer value as determined under part 20; and
  - 12.2.2 either party may give the other party notice in writing requiring that any dispute as to the application of this paragraph 12.2 be determined by an arbitrator to be appointed by the president or vice-president of the New Zealand Law Society, and the party serving the notice may at any time

**NGĀTI APA (NORTH ISLAND) SCHEDULE**  
**PART 22: TERMS OF TRANSFER**

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after that refer the dispute to the arbitrator for determination under the Arbitration Act 1996.

- 12.3 If a dispute relating to paragraph 12.2.2 is not determined by the actual deferred settlement date, then:
- 12.3.1 settlement shall take place on the actual deferred settlement date in accordance with this part 22 as if no adjustment to the transfer value were necessary; and
  - 12.3.2 upon the determination of the dispute the appropriate party shall pay a balancing payment to the other party and interest from the actual deferred settlement date to the date of that payment at the rate set out in clause 8.2.
- 12.4 For the purposes of paragraphs 12.2 and 12.3, **appropriate party** means:
- 12.4.1 if the adjustment reduces the transfer value, the Crown; and
  - 12.4.2 if the adjustment increases the transfer value, the governance entity.

**13 MISCELLANEOUS**

**Further assurances**

- 13.1 The Crown and the governance entity must, at the request of the other, sign and deliver any further documents or assurances and do all acts and things that the other may reasonably require to give full force and effect to clause 7.30 and this part 22.

**Non merger**

- 13.2 On transfer of a deferred selection property to the governance entity, the provisions of this part 22 will not merge and, to the extent any provision has not been fulfilled, will remain in force.



**PART 23**

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**LEASEBACKS**

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*py B*

**MARTON DISTRICT COURT HOUSE LEASE**

**(Clause 7.34)**

*Py JS*

**NGÄTI APA (NORTH ISLAND) SCHEDULE**

**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

**(MINISTRY OF JUSTICE)**

**LESSOR:**

**[NGÄTI APA]**

Correct for the purposes of the Land  
Transfer Act 1952

.....

SOLICITOR FOR THE LESSEE

**LESSEE:**

**HER MAJESTY THE QUEEN**  
acting by and through the Chief  
Executive of the Ministry of Justice

Particulars entered in the  
Register as shown herein  
on the date and at the  
time endorsed below

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**MEMORANDUM OF LEASE**

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**THE CHIEF EXECUTIVE  
MINISTRY OF JUSTICE  
WELLINGTON**

*P. y 55*

PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE

MINISTRY OF JUSTICE

LONG TERM LEASE OF BARE GROUND

FOR COURTHOUSE PURPOSES

[NGÄTI APA] (hereafter called "the Lessor") being registered as proprietor of an estate in fee simple subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed on Computer Freehold Register XXXX (XXX Registry), in that piece of land situated in XXXX Land District containing XXXX square metres more or less, being Section XXXX and being comprised and described therein.

does hereby lease to **HER MAJESTY THE QUEEN** acting through the Chief Executive of the Ministry of Justice (hereafter called "the Lessee") all the said land (hereafter called "the Land") to be held by the Lessee as tenant for a term of XXX years at the yearly rental of \$[ ] plus GST payable annually in advance on the day of in each year during the continuance of this Lease subject to the covenants, conditions and restrictions set forth in Schedules A and B following.

The Lessee doth hereby accept the lease of the above described land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants set forth in Schedules A and B following.

Dated this day of 200

SIGNED by [NGÄTI APA )  
GOVERNANCE ENTITY as Lessor)

SIGNED for and on behalf of HER )  
MAJESTY THE QUEEN as Lessee)  
by Philip Grant Maitland )  
(acting by and through the Chief )  
Executive of the Ministry of Justice))

Handwritten initials: PJ 15

NGĀTI APA (NORTH ISLAND) SCHEDULE

**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

**SCHEDULE A**

**ITEM 1 THE LAND**

All that parcel of land being the Land previously specified.

**ITEM 2 THE COMMENCEMENT DATE**

The commencement date of this Lease shall be the                      day of  
20 .

**ITEM 3 ANNUAL RENTAL**

(Value                      in                      words)                      (\$XXX.00)  
per annum plus GST payable annually in advance on the first day of each year during  
the continuance of this lease with a first payment due on the                      day of  
200 .

**ITEM 4 TERM OF LEASE**

**4.1 Initial term**

XX years from the Commencement Date to determination on the                      day of  
20 .

**4.2 Subsequent terms**

XX rights of renewal of XX years each from the                      day of  
20 and each XX anniversary after that date.

**ITEM 5 LESSEE OUTGOINGS**

5.1 Rates, levies, charges, assessments, duties or fees payable to any local, territorial, governmental and any other statutory authority excluding only taxes levied against the Lessor in respect of its interest in the Land.

5.2 Charges for water, gas, electricity, telephones and other utilities or services.

5.3 Rubbish collection charges.

5.4 All costs associated with the repair, maintenance or replacement of any fencing on the land.

py B

**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

**ITEM 6 PERMITTED USE**

- 6.1 For any Justice related purposes including (but not limited to) a courthouse and such other reasonable ancillary uses deemed necessary from time to time by the Lessee for the operation of a courthouse on the Land, or any other use which conforms with the local Code of Ordinances or District Plan applying to the premises.
- 6.2 Any secondary use for government works under the Public Works Act 1981 if a part of the land but not a significant part being more than half of the Land, is not required for Courthouse purposes. or
- 6.3 Any use of the Land or any part of the Land consented to by the Lessee as sub Lessor under clause 4.01 of this Lease where both the sub lease and the use of the Land comply with the requirements of clause 4.01.

**ITEM 7 RIGHTS OF RENEWAL**

Renewable as provided in Item 4.2 above.

**ITEM 8 RENT REVIEW DATES**

XX yearly from the Commencement Date of this Lease.

**ITEM 9 LESSOR'S PROPERTY**

Nil.

**ITEM 10 LESSEE'S IMPROVEMENTS**

All buildings and other improvements together with foundations, sub-soil works and services now or hereafter constructed on the Land by the Lessee or any agent or permitted occupier of the Lessee including, without limitation, the 552m<sup>2</sup> court house building, steel cage sallyport, exposed aggregate paving areas and courtyards and asphalted carpark comprising 3 parking spaces, and all fixtures, fittings and chattels therein contained.

**ITEM 11 CLAUSE 3.04(b) CHARGEHOLDER'S NOTICE**

To: [The Lessor]  
(hereafter called "**the Lessor**")

And to: [The Lessee]  
(hereafter called "**the Lessee**")

NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE

From: [Mortgagee / Chargeholder]  
(hereafter called "the Lender")

In consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule below ("the Land") which the Lender acknowledges will be for its benefit, the Lender acknowledges that:

- (i) It has notice of the provisions of clause 3.04(b) and (c) of the said Lease; and
- (ii) It agrees that any Lessee's Improvements placed on the Land by the Lessee at any time prior to or during the continuance of the Lease, shall remain the property of the Lessee at all times during the continuance of the Lease and for a period of six months after the expiration or sooner determination of the Lease (hereafter collectively called "the relevant period");
- (iii) It will not claim any interest in any Lessee's Improvements under the security for its loan during the relevant period irrespective of how any Lessee's Improvement may be annexed to the Land and irrespective of any rule of law or equity to the contrary or any provisions of its security to the contrary;
- (iv) It agrees that this acknowledgement is irrevocable.

SCHEDULE \*\*\*

[That parcel of land containing ]

.....

(LENDER EXECUTION)

/ / 200

ITEM 12 CLAUSE 3.04(c) CHARGEHOLDER'S NOTICE

To: [The Lessor]  
(hereafter called "the Lessor")

And to: [The Lessee]  
(hereafter called "the Lessee")

From: [Mortgagee/Chargeholder]  
(hereafter called "the Lender")

The Lender acknowledges that prior to the date it advanced monies to the Lessor under a security ("the Security") given by the Lessor over the land described in the

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NGĀTI APA (NORTH ISLAND) SCHEDULE

**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

Schedule below ("the Land") it had notice of and agreed to be bound by the provisions of clause 3.04(c) of the Lease of the Land and that in particular it agrees that notwithstanding any provision of the Security to the contrary and irrespective of how any Lessee's Improvement is annexed to the Land it:

- (i) Will not claim any security interest in any Lessee's Improvement placed on the Land prior to or after the commencement date of the Security;
- (ii) Will at all times acknowledge that any Lessee's Improvements shall remain the property of the Lessee at all times during the continuance of the Lease and for a period of six months after the expiration or sooner determination of the Lease.

**ITEM 13 ADDRESS FOR SERVICE**

Lessor: [Ngāti Apa XXX]

MARTON

Attn: General Manager

Facsimile:

Lessee: Chief Executive  
Ministry of Justice  
Level 3  
Vogel Building  
Aitken Street  
WELLINGTON (PO Box 180, WELLINGTON)

Facsimile: (04) 918 8820

*Handwritten initials/signature*



SCHEDULE B

PART I - PRELIMINARY

1.00 DEFINITIONS AND INTERPRETATION

1.01 In this Lease:

- (a) The expression "**the Lessor**" shall include and bind:
- (i) the persons executing this lease as Lessor; and
  - (ii) any Lessor for the time being under it; and
  - (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally.
- (b) The expression "**the Lessee**" shall include and bind:
- (i) the person executing this lease as Lessee;
  - (ii) all the Lessees for the time being under it; and
  - (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessee and if more than one jointly and severally;

and the expression "**the Lessee**" shall include the Lessee's agents, employees, contractors and invitees and any person on the Land under the control or direction of the Lessee.

- (c) Words importing the singular or plural number shall include the plural or singular number respectively.

1.02 "**Goods and Services Tax**" or "**GST**" means tax levied in accordance with the Goods and Services Tax Act 1985 or any tax in the nature of a Goods and Services Tax.

1.03 "**Government Work**" means a work or any intended work that is to be constructed, undertaken, established, managed, operated or maintained by

NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE

or under the control of the Crown or any Minister of the Crown for any public purpose.

- 1.04 **"Lease"** means, unless the context otherwise requires, this lease and any further or renewal term thereof.
- 1.05 **"Lessee's Improvements"** shall mean all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences and other like property of any kind whatsoever constructed or placed on the Land by the Lessee or any agent of the Lessee prior to or after the commencement of this Lease but shall exclude "Lessor's Property".
- 1.06 **"Lessee's Outgoings"** means all outgoings the Lessee is obliged to pay under the provisions of this Lease.
- 1.07 **"Lessor's Property"** means all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences and other like property which are placed on the Land by the Lessor after the commencement of this Lease.
- 1.08 **"Market Value of the Land"** means the market value of the freehold interest in the Land as at the relevant rent review date, as vacant land in an unsubdivided state assessed in accordance with its then current underlying zoning or a courthouse, whichever is the greater.
- 1.09 **"The Land"**, **"The Commencement Date"**, **"Annual Rental"**, **"Term of the Lease"** and **"Permitted Use"** shall have the meanings ascribed to them in Schedule A.
- 1.10 The term **"to sublet"** shall include the granting of a licence to occupy the Land or part thereof and "subletting" and "sublease" shall be construed accordingly.
- 1.11 References to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to or replacements of that statute or regulation, whether by subsequent statute, consolidation, re-enactment, substitution or otherwise.
- 1.12 A covenant not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.

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**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

- 1.13 Clause headings are inserted for reference only and shall not affect the interpretation of this Lease.

**PART II - LESSEE'S COVENANTS**

**2.00 LESSEE'S COVENANTS**

**2.01 PAYMENT OF ANNUAL RENT**

The Lessee shall pay the annual rent without deduction or set off in the manner and at the times provided in Item 3 of Schedule A. All payments of rent shall be paid by direct bank payment or as the Lessor may direct.

**2.02 PAYMENT OF LESSEE OUTGOINGS**

- (a) The Lessee shall pay the Lessee Outgoings in respect of the land which are specified in Item 5 of Schedule A direct to the creditors concerned and shall cause a separate rating assessment to issue in the name of the Lessee in respect of the Land.
- (b) The Lessee's liability to pay Lessee's Outgoings during the term of this Lease shall subsist until the end or earlier termination of this Lease.
- (c) The Lessee shall pay all other outgoings it is required to pay under this Lease.

**2.03 USE OF LAND**

The Lessee shall not, without the prior written consent of the Lessor first had and obtained, use the Land for any purpose other than the Permitted Use described in Item 6 of Schedule A which consent may be given or withheld at the absolute discretion in all things of the Lessor. The Lessee acknowledges that it has entered into this Lease in reliance on its own judgement and not in reliance on any representation or warranty by the Lessor.

**2.04 COMPLIANCE WITH LAW**

The Lessee shall comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way touching upon, relating to or affecting the Land or the conduct of the Permitted Use on the Land and will also at the Lessee's own cost in all things comply with the provisions of all statutes, ordinances, regulations, bylaws, codes, requisitions or notices issued, made or given by any lawful authority in respect of the Land or the

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**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

Lessee's conduct of the Permitted Use on the Land or the Lessee's Improvements on the Land.

**2.05 AVOIDANCE OF DANGER**

The Lessee shall:

- (a) Take all reasonable precautions to minimise any danger or hazard arising from any Lessee's use of the Land and shall not permit any goods of a dangerous nature to be stored or used on the Land unless stored and used in a manner which complies with all statutes, ordinances, regulations, bylaws and codes or standards in that regard;
- (b) Promptly remedy any danger or hazard that may arise on the Land;
- (c) At all material times keep in place written rules and procedures in order to comply with health and safety in employment requirements which the Lessee is obliged by law to comply with.

**2.06 MAINTENANCE OF LESSEE'S IMPROVEMENTS**

The Lessee shall at the Lessee's own expense in all things keep any Lessee's Improvements on the Land in good order, condition and repair during the continuance of this Lease.

**2.07 NO LESSOR MAINTENANCE**

The Lessee acknowledges that the Lessor shall have no repair or maintenance obligations for any of the Lessee's Improvements on the Land.

**2.08 LESSEE'S FURTHER MAINTENANCE AND REPAIR OBLIGATIONS**

The Lessee shall punctually and at the Lessee's expense keep the Land clean and tidy, free and clear from all rubbish, noxious weeds and plants to the satisfaction of the Lessor and take any steps necessary to control any pest infestation occurring on or emanating from the Land.

**2.09 SIGNAGE**

The Lessee shall have the right to affix names, signs, nameplates, signboards and advertisements relating to the purposes of the Permitted Use without the consent of the Lessor. The Lessee shall not otherwise affix, paint or exhibit or permit to be affixed, painted or exhibited any name, sign, name-plate, signboard or advertisement of any description on or to the

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**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

exterior of the Lessee's Improvements or the Land or any Lessors' Property thereon without the prior approval in writing of the Lessor. Any signage shall be secured in a substantial and proper manner so as not to cause any damage and the Lessee shall at the end or sooner determination of this Lease remove the signage and make good any damage occasioned thereby.

**2.10 INSURANCE**

- (a) The Lessee shall insure at its own cost against all public liability in the sum of at least \$2,000,000 in respect of any single event in the name of the Lessee at all times during the continuance of this Lease. The amount of this insurance shall be adjusted at any rent review or renewal of this Lease by any increase in the consumer price index (all groups) in the preceding five years measured against that index at the Commencement Date of the original term of this Lease. If there is no consumer price index (all groups) then the adjustment will be made by reference to the next most appropriate index or any index published in place of the CPI (all groups).
- (b) The provisions of this clause shall be of no application whilst the Lessee is **HER MAJESTY THE QUEEN**.

**2.11 SUNDRY LESSEE ACKNOWLEDGEMENTS**

The Lessee acknowledges:

- (a) That the Lessor shall not be liable to erect or maintain or contribute towards the cost of the erection or replacement of any dividing or boundary fence or portion thereof between the Land and any adjoining land which is the property of the Lessor;
- (b) That the Lessee shall at its own cost and expense in all things fence the boundaries of the Land insofar as the Lessee deems this reasonably necessary for the purposes of the Permitted Use.

**2.12 GST**

The Lessee shall pay to the Lessor or as the Lessor shall direct the GST payable by the Lessor in respect of the rental and other payments payable by the Lessee hereunder. The GST in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable on demand.

**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

**2.13 LESSEE'S ACKNOWLEDGEMENT**

The Lessee agrees to occupy and use the Land at the Lessee's risk and releases to the fullest extent permitted by law the Lessor, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any inherent defect in the Land or any accident, damage or injury occurring to any person or property in or about the Land, except where this is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

**PART III**

**3.00 LESSOR'S COVENANTS**

**3.01 QUIET ENJOYMENT**

Should the Lessee pay the rent and observe and perform all the covenants and agreements expressed or implied in this Lease, the Lessee shall quietly hold and enjoy the Land throughout the term of this Lease without any interruption by the Lessor or any person claiming by, through or under the Lessor.

**3.02 CONSTRUCTION OF OR ALTERATIONS TO LESSEE'S IMPROVEMENTS**

The Lessee shall be allowed to construct Lessee's Improvements and to make any alterations or additions to Lessee's Improvements without the prior written approval of the Lessor where this is necessary or incidental to the Permitted Use of the Land. In all other cases, the Lessee shall be obliged to seek the prior written consent of the Lessor to the construction of any Lessee's Improvements which are not necessary or incidental to the Permitted Use of the Land and such consent shall not be unreasonably or arbitrarily withheld.

**3.03 LESSOR'S PROPERTY**

The Lessor acknowledges that the Lessor's Property on the Land at the Commencement Date of this Lease (if any) is as listed in Schedule A Item 9 and that the Lessor shall not during the continuance of this Lease place any further Lessor's Property on the Land unless this is expressly permitted in writing by the Lessee prior to its construction or placement. The Lessor further acknowledges that the Lessee may at its absolute discretion in all things decline consent to the construction or placement of any Lessor's Property on the Land and that all improvements on the Land at the Commencement Date of this Lease which are not listed as Lessor's Property are Lessee's Improvements.

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**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

**3.04 LESSOR'S ACKNOWLEDGEMENTS AS TO LESSEE'S IMPROVEMENTS**

- (a) The Lessor acknowledges in relation to Lessee's Improvements that:
  - (i) notwithstanding any rule of law or equity to the contrary, property in all Lessee's Improvements shall remain with the Lessee throughout the continuance of this Lease and irrespective of how such property is annexed to the Land;
  - (ii) Lessee's Improvements are to be fully insured by the Lessee in its own name; and
  - (iii) when any Lessee's Improvements are destroyed or damaged, the decision whether to reinstate or not is solely with the Lessee and property in any insurance proceeds is also solely with the Lessee.
- (b) Should the Land be subject to any Mortgage or other charge at the Commencement Date of this Lease, then the Lessor will when presenting this Lease to the Lessee for its acceptance also present to the Lessee the written acknowledgement of any and all existing mortgagees or chargeholders of the Land prescribed in Schedule A Item 11 duly executed by any such mortgagees or chargeholders, it being further acknowledged by the Lessor that the Lessee shall not be required to execute the within Lease until the provisions of this sub clause have been fully satisfied;
- (c) Should the Lessor, subsequent to the Commencement Date of this Lease, propose to grant any mortgage or charge then, prior to doing so, it shall have executed by any proposed Mortgagee or Chargeholder the written acknowledgement prescribed in Schedule A Item 12, it being further acknowledged by the Lessor that it will not grant any mortgage or charge until the provisions of this clause have been satisfied and further that it will deliver executed originals of such acknowledgements to the Lessee within three (3) working days from the date of their receipt by the Lessor;
- (d) That the Lessee may demolish or remove any Lessee's Improvements from the Land at any time during the continuance of this Lease without the prior written consent or any other consent of



**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

the Lessor upon condition that the Lessee reinstates the Land to a neat, tidy and safe condition after any such removal.

**3.05 LESSOR CONSENT TO GROUND WORKS**

- (a) Notwithstanding anything to the contrary in clauses 3.02 or 3.04(d), the Lessee shall not:
- (i) Make any excavation of the Land; or
  - (ii) Conduct any works on the Land likely to cause any subsidence, sinkage or damage to the Land or the land or property of any other person;
  - (iii) Remove any boundary-fence or retaining works except where this is necessary or conducive to the conduct of the Permitted Use and the Lessor has first been given twenty (20) working days' notice in writing of the proposed alteration or interference;
  - (iv) Make any sub-soil installation, alteration or interfere with any underground reticulated services, except where this is necessary or conducive to the conduct of the Permitted Use and the Lessor has first been given twenty (20) working days' notice in writing of the proposed installation, alteration or interference;

without, in each case, the Lessor's prior written approval, such approval not to be unreasonably or arbitrarily withheld and not to be withheld where the works are necessary or conducive to the conduct of the Permitted Use. Where the circumstances reasonably require, the Lessor's approval may be given subject to any reasonable conditions;

- (b) Should the Lessor either fail to give an approval within 14 days of being requested to do so or give an approval which is subject to conditions the Lessee considers unreasonable, then the matter shall be referred to a registered civil engineer agreed upon by the parties for his or her expert determination. Should the parties be unable to agree upon the appointment of an engineer, then either party shall be at liberty to make written application to the President for the time

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**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

being of the institute of Professional Engineers of New Zealand to appoint an engineer and any appointment so made shall be final and binding on the parties. The engineer shall act as an expert in determining the issue(s) and not as an arbitrator and the engineer's decision shall be final and binding on the parties. The engineer's costs shall be met in equal shares by the parties unless the engineer otherwise so determines.

**3.06 DESIGNATION**

The Lessor covenants that it consents to the Lessee maintaining a designation for courthouse purposes or any other Government Work over the Land for the duration of this Lease, should this be desired by the Lessee. Upon the expiration of this Lease or its sooner determination, the Lessee shall promptly uplift any designation.

**3.07 PROVISION OF CERTAIN NOTICES TO THE LESSEES**

Whenever the Lessor receives any notice from any local or governmental authority concerning the payment of local authority rates or the government valuation of the Land or the Lessee's Improvements, the Lessor will promptly provide a copy of such notice to the Lessee and, in any event, within sufficient time to enable the Lessee to make any submission as seen fit by the Lessee to the local authority or the relevant government department, as the case may be.

**PART IV – MUTUAL COVENANTS**

**4.00 MUTUAL COVENANTS**

**4.01 ASSIGNMENT AND SUBLETTING**

- (a) The Lessee will not without the previous consent in writing of the Lessor assign, transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without some good cause assigned having regard to the solvency or respectability of the proposed assignee, transferee or sublessee.
- (b) Notwithstanding subclause (a), where the Crown (as that term is defined in section 7 (1) of the Crown Entities Act 2004) remains as the Lessee under this Lease and in occupation of the Land no such consent shall be required from the Lessor except that on each

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**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

occasion that a different Crown entity (as defined in section 2 of the Public Finance Act 1989) or any other Crown body or State Owned Enterprise assumes the role and obligations of the Lessee under this Lease, the Lessee shall notify the Lessor in writing of that change.

- (c) In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange the Lessor may require the controlling shareholders of such company to enter into a deed guaranteeing the performance by that company of the terms of this Lease such guarantee to be in a form acceptable to the Lessor.
- (d) This clause 4.01 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- (e) For the purpose of this clause 4.01, any proposed change in the shareholding of the Lessee or any amalgamation under section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in clause 4.01(f).
- (f) For the purposes of clause 4.01(a), a proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7 (1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control on the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.
- (g) Where any assignment or transfer of this Lease is consented to by the Lessor, the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessee's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee but the execution of



**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

such covenant shall not release the Lessee from the Lessee's obligations under this Lease.

- (h) Where the Lessor consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any Sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.
- (i) Notwithstanding any rule of law to the contrary it is specifically agreed that in the event of an assignment or transfer of this Lease by Her Majesty the Queen ("the Crown"), the following provisions shall apply:
  - (i) in the event of an assignment or transfer during the initial Term of the Lease the liability of the Crown shall cease at the expiration date of the initial Term of the Lease or of any licence period granted pursuant to clause 4.03, whichever is the later, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of the initial Term of the Lease;
  - (ii) in the event of an assignment or transfer during any renewed Term of the Lease, the liability of the Crown shall cease and determine as from the expiration of that renewed term or of any licence period granted pursuant to clause 4.03, whichever is the later, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of such renewed term.

**4.02 LESSOR MAY REMEDY LESSEE DEFAULT**

- (a) Should the Lessee default in the observance or performance of any of the Lessee's obligations hereunder and should the Lessor have first served not less than twenty-one (21) clear days' written notice of its intention to enter upon the Land and to do, execute and perform or procure to be performed all such acts, deeds, matters and things required to make good any Lessee default except in the case of an emergency where no notice shall be required, then it shall be lawful

**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

for the Lessor in addition to any of its remedies to enter the Land and do all such acts, deeds, matters and things required to make good such default and to recover the costs of such action from the Lessee.

- (b) Any notice served under the provisions of clause 4.02(a) shall specify sufficient particulars to adequately advise the Lessee of the breach (or breaches) of Lease in respect of which notice is issued and the fact that such notice is issued under the provisions of this clause. Non compliance with these requirements shall render any such notice void.

**4.03 LESSEE'S IMPROVEMENTS**

- (a) If at any time during the Term of the Lease the Lessee declares that the Lessee's Improvements is surplus to the requirements of the Crown and the Lessee decides to sell the Lessee's Improvements, then the Lessee will first give the Lessor notice in writing of the Lessee's intention to sell, the price fixed by the Lessee for such purposes, the timeframe for exercising the option to purchase and other terms and conditions proposed by the Lessee ("**The Lessee's Notice**"). If the Lessee does not exercise its right to purchase as specified in the Lessee's Notice, then the Lessee will be at liberty to sell the Lessee's Improvements on the open market provided the Lessee will not offer the Lessee's Improvements to any other party at a price lower than the first offered by the Lessee or more favourable terms and conditions than those specified in the Lessee's Notice.
- (b) Subject to clause 4.03(a), the parties acknowledge that:
- (i) The Lessee not being in breach of the Lease may, either prior to or on the expiry of this Lease, remove all or any Lessee's Improvements from the Land without being obliged to pay the Lessor any compensation for their removal if they are removed within a period of six months from the expiration or sooner determination of the within Lease, it being acknowledged by the Lessor that property in all Lessee's Improvements remains with the Lessee until this time and that no prior written consent or any other consent of the Lessor shall be required in respect of any such removal elected by the Lessee. The Lessor further acknowledges that it will be deemed by the provisions of this clause to have granted to the



PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE

Lessee a Licence to enter the Land for a period of six (6) months subsequent to the expiration of this Lease and remove Lessee's Improvements and further that this provision shall enure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and shall also bind any successor in title to the Lessor subsequent to the expiry of the Lease;

- (ii) In the event the Lessee removes its Lessee's Improvements from the Land as aforesaid, it shall make good any damage to the Land and restore the Land to a neat, tidy and safe condition subsequent to any such removal;
- (iii) The Lessor shall do nothing to obstruct or otherwise impede the removal of any Lessee's Improvements from the Land at any time prior to the expiration or sooner determination of the Lease or within six months after this time and notwithstanding any rule of law or equity to the contrary;
- (iv) In any review of rent under the provisions of this Lease any Lessee's Improvements shall be entirely excluded from the assessment of any new rental;
- (v) Notwithstanding the generality of the provisions of clause 4.03(b)(i), the Lessee shall not remove any boundary fencing or any sub-soil drainage or reticulated sub-soil service(s) or any retaining walls on the Land without the prior written consent of the Lessor, which may be given or withheld at the discretion in all things of the Lessor.

For the avoidance of doubt, nothing herein shall obligate the Lessee to remove the property referred to in this clause 4.03(b)(v), should the Lessee decide to abandon such property to the Lessor upon the expiration of this Lease;

- (vi) The Lessee shall pay a licence fee equal to the rental payable immediately before the determination of the Lease for the six month period, or such lesser period as the Lessee requires to remove Lessee's Improvements from the Land;
- (vii) The provisions of this clause shall not merge upon the expiration or sooner determination of this Lease but shall

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**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

enure for the benefit of the party entitled until completely performed;

- (viii) All Lessee's Improvements remaining upon the Land after the expiration of the six month period provided in subclause 4.03(b)(i) shall vest in and become the property of the Lessor. No compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor.

**4.04 RENEWAL**

- (a) Should the Lessee, not being in breach of its covenants under this Lease, give written notice of its intention to renew this Lease no earlier than twelve (12) months prior to the expiration of any term of this Lease and no later than nine (9) months prior to the expiration of any term of this Lease (time not being of the essence), then the Lessor will renew the Lease for the next further term from the renewal date as hereafter provided.
- (b) Should the Lessee fail to give written notice as provided in clause 4.04(a), then the Lessor may at any time no earlier than nine months minus one day prior to the expiration of any term of this Lease, serve written notice on the Lessee ("**the Lessor's Notice**") which specifies:
  - (i) that the Lessee is required to advise, by notice in writing, within three (3) months from the date of receipt of the Lessor's Notice, whether it elects to renew the Lease or not; and
  - (ii) that should the Lessee fail to respond to the Lessor's Notice (time being of the essence in all things), then the Lessee shall be deemed to have irrevocably waived its right to renew the Lease under clause 4.04(c).
- (c) In the event that the Lessee fails to respond to the Lessor's Notice within the time frame set out in clause 4.04(b)(i) (time being of the essence in all things), then the Lessee shall be deemed to have irrevocably waived its right to renew the Lease.

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**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

- (d) The annual rent for the first term of any renewal shall be agreed upon or, failing agreement, shall be determined in accordance with clause 4.05 which shall apply with such modifications as may be necessary.
- (e) Otherwise, the renewed Lease shall be upon the same terms and conditions as are expressed or implied in this Lease.

**4.05 RENT REVIEW**

- (a) The Annual Rental shall be reviewed by the Lessor at intervals of five (5) years as follows:
  - (i) the Lessor shall commence a review by not earlier than three (3) months prior to a review date or at any time up to one year after any review date (time being of the essence) by giving written notice to the Lessee specifying the Annual Rental considered by the Lessor to be the current rent of the Land which shall be equal to six percent (6%) of the Market Value of the Land as at that review date;
  - (ii) if, by written notice to the Lessor within twenty-eight (28) days after receipt of the Lessor's notice, the Lessee disputes that the proposed new Annual Rental is as aforesaid, then the new rental shall be determined in accordance with the provisions of clause 4.05(b);
  - (iii) the Annual Rental so determined or accepted shall be the Annual Rental from the review date or the date of the Lessor's notice if such notice is given later than three (3) months after the review date;
  - (iv) pending the determination of the new rental, the Lessee shall pay the rental specified in the Lessor's notice provided that the rent is substantiated by a registered valuer's report. Upon determination of the new rental, an appropriate adjustment shall be made;
  - (v) the rent review at the option of either party may be recorded in a variation of this Lease, the cost of which thereon shall be payable by the Lessee.

**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

- (b) Immediately following receipt by the Lessor of the Lessee's notice, the parties shall endeavour to agree upon the Market Value of the Land but if agreement is not reached within twenty-eight (28) days then the same may be determined either:
- (i) by one party giving written notice to the other requiring the Market Value of the Land to be determined by arbitration; or
  - (ii) if the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
    - (aa) each party shall appoint a valuer and give written notice of the appointment to the other party within twenty eight (28) days of the parties agreeing to so determine the new rental;
    - (bb) the valuers appointed before commencing their determination shall appoint an Umpire who shall be a registered valuer or Solicitor of the High Court. In the event the valuers fail to agree upon an Umpire, the appointment of an Umpire shall be made by the President of the Arbitrator's Institute of New Zealand Incorporated on the joint application of the valuers;
    - (cc) the valuers shall determine the Market Value of the Land and if they fail to agree then the same shall be determined by the Umpire;
    - (dd) each party shall be given the opportunity to make written or verbal representations to the valuers or the Umpire subject to such reasonable time and other limits as the valuers or the Umpire may prescribe and they shall have regard to any such representations but not be bound thereby.

When the rent (which shall be an amount equal to six percent (6%) of the Market Value of the Land) has been determined, the Umpire or the valuers shall give written notice thereof to the parties. Any Umpire notice shall provide how the costs of the determination shall be borne and such provisions shall be binding on the parties. Where the rental is determined by the



**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

parties' valuers and not the Umpire, the parties shall pay their own costs.

- (c) Notwithstanding the foregoing, the parties agree the reviewed rent shall never be less than the rental fixed at the Commencement Date of the initial term of this Lease, namely the Annual Rental of \$XXX.00 plus GST.

**4.06 RE-ENTRY**

- (a) The Lessor may re-enter the Land where:
- (i) rental is in arrears for a period exceeding thirty (30) days after any rent payment date;
  - (ii) the Lessee is in breach of any covenant on the Lessee's part herein expressed or implied;
  - (iii) the Lessee makes or enters into or attempts to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's Creditors;
  - (iv) the Lessee becomes insolvent, bankrupt or goes into liquidation;

and the term of this Lease shall terminate on such re-entry and all Lessee's Improvements on the Land shall vest in and become the property of the Lessor, and no compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor. Termination shall otherwise be without prejudice to the rights of either party against the other.

- (b) Whilst **HER MAJESTY THE QUEEN** is the Lessee under this Lease and should **HER MAJESTY THE QUEEN** either default in the payment of any rental for a period exceeding thirty days or more or otherwise breach any covenant on the Lessee's part herein expressed or implied, then before exercising any rights of re-entry the Lessor shall serve a notice (hereafter called "**the Default Notice**") on the Lessee specifying the breach complained of with sufficient

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**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

particularity to enable the Lessee to clearly identify the default alleged.

- (c) The Default Notice notwithstanding anything to the contrary contained in clause 4.07(a) above shall specify that:
  - (i) the Lessee must within 30 days of receipt of such notice remedy the default specified; and
  - (ii) that should the Lessee not remedy the default specified within this time, the Lessor shall thereafter be at liberty to re-enter the Land and to determine this Lease pursuant to this clause 4.07.
- (d) The Lessor acknowledges that it shall not re-enter the Land unless and until the provisions of clause 4.07(b) have been satisfied in full and further that any re-entry contrary to the provisions of clause 4.07(b) shall be null and void ab initio.

**4.07 INSURANCE**

- (a) The Lessor shall be responsible for insuring any Lessor's Property on the Land.
- (b) The Lessee shall be responsible for insuring or self insuring any Lessee's Improvements on the Land.
- (c) Should any property referred to in sub clauses (a) and (b) above be damaged or destroyed, then it shall be the sole responsibility of the party effecting insurance to decide (subject to the rights of any mortgagee of theirs) whether to effect reinstatement or not and the other party shall abide by this decision whatever it may be.

**4.08 RATING ASSESSMENTS**

The parties agree that the Lessee may at any time make application to the Valuation Department for a separate rating assessment of the Land in its name and thereafter account direct to the Territorial Authority for all rates payable on the Land.

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**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

**4.09 ENTIRE AGREEMENT**

This Lease constitutes the entire and complete agreement between the parties in relation to the lease of the land and no variation shall be effective or binding unless it is recorded in writing and executed in the same manner as this Lease.

**4.10 DIFFERENCES AND DISPUTES**

- (a) Unless any dispute or difference is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.
- (b) If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon the request of any party, by the president or vice president for the time being of the District Law Society of the District within which the Land is situated. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.
- (c) The procedures described in this clause shall not prevent the Lessor from taking proceedings for the recovery of any rental or other moneys payable hereunder which remain unpaid or from exercising the rights and remedies prescribed in clauses 4.06 and 4.07 hereof.
- (d) The provisions of this clause shall be of no application to any review of rental under the provisions of clause 4.05(b)(ii).

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**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

**4.11 SERVICE OF NOTICES**

Any notice or other document required to be given, delivered or served under this Lease may be given, delivered, posted by ordinary post, served or transmitted by facsimile transmission (in which case it shall be subsequently posted) to the respective addresses for service of the Lessor and the Lessee set out in Item 13 of Schedule A. Any alteration to or change in any detail of a party's address for service shall be promptly advised to the other party.

If either party does not have a current address for service, then service in terms of this clause may be effected on that party by registered post addressed to the registered office or principal place of business of the party intended to be served; and any notice or other document given or served shall be deemed to have been given or served and received by the other party two days after the date of posting.

**4.12 REGISTRATION OF LEASE**

The parties acknowledge their agreement that this Lease be registered under the provisions of the Land Transfer Act 1952 at the expense of the Lessee in all things. The Lessor agrees to make title available for this purpose and consents to the Lessee caveating the title to protect its interest in the within Lease prior to the registration of this Lease. The parties shall take all practical steps to register the Lease as soon as possible and the Lessee shall withdraw any caveat it has lodged on the registration of the Lease.

**4.13 COSTS**

- (a) The parties shall pay their own costs of and incidental to the negotiation, preparation and execution of this Lease. The Lessee shall pay the Lessor's costs of and incidental to the preparation and execution of any variation (where this is requested by the Lessee), renewal or surrender of this Lease or the obtaining of any consents or approvals associated with this Lease.
- (b) The Lessee shall pay the Lessor's reasonable costs (including reasonable legal costs) of and incidental to the proper enforcement or proper attempted enforcement of the Lessor's powers, rights or remedies under or pursuant to this Lease.

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**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

**4.14 INTEREST**

If the Lessee shall fail to pay any instalment of rental or other sum of money payable to the Lessor under this Lease within 14 days of the day on which it fell due or, if the Lessee shall fail to pay to the Lessor upon demand any amount paid by the Lessor to remedy any default by the Lessee of the Lessee's obligations under this Lease within 14 days from the date such demand is received by the Lessee, then any amount not so paid shall bear interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for overdraft accommodation plus a margin of 4% per annum accruing on a daily basis from the due date for payment or the due date of payment by the Lessor (as the case may be) down to the date that such amount is paid by the Lessee. The Lessor shall be entitled to recover such interest in the same manner as if it were rent in arrears.

**4.15 ESSENTIAL TERMS**

Any breach by the Lessee of the following provisions shall be deemed to be a breach of an essential term of this Lease:

(a) ***Payment of Rental:***

The covenant to pay rental or other money payable by the Lessee under this Lease;

(b) ***Assignment and Sub Leasing:***

The provisions dealing with assignment and sub leasing; or

(c) ***Use of Land:***

The provisions restricting the use of the Land.

**4.16 WAIVER**

The acceptance by the Lessor of any arrears of rental or other money payable under this Lease shall not constitute a waiver of the essential obligation to pay any other rental or money payable under this Lease, nor shall it constitute a waiver of any other essential term of this Lease.

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**PART 23: LEASEBACKS: MARTON DISTRICT COURT HOUSE LEASE**

**4.17 RENT MORATORIUM**

If any moratorium or other law, act or regulation that (notwithstanding clause 4.06 hereof) applies to this Lease has the effect of postponing any periodic review of rental as at a review date, then if and whenever such moratorium is lifted or the law, act or regulation is repealed or amended so as to permit the rent to be reviewed, the review that has been postponed shall take place as at the date that the moratorium is lifted or such law, act or regulation is repealed or amended to the intent that the rent review shall establish the rental as at such date and not as at the postponed review date. Any subsequent rent review shall take place on the next following review date as specified in Item 8 of Schedule A.

**4.18 ARTEFACTS OR FOSSILS**

Artefacts, fossils, articles of value or antiquity and structures and other remains or things of geological, historical, archaeological or cultural interest relating to the indigenous people of New Zealand discovered on or under the surface of the Land shall, as between the Lessor and Lessee, be deemed to be the property of the Lessor. The Lessee shall use its best endeavours to prevent such articles or things being removed or damaged and shall, as soon as practicable, notify the Lessor of such discovery and carry out, at the expense of the Lessor, the Lessor's reasonable instructions as to delivery or disposal of such articles or things.

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**MARTON POLICE STATION LEASE**

**(Clause 7.34)**

*Page 5*

**[Ngāti Apa Leasing entity]**

**HER MAJESTY THE QUEEN**

acting by and through the  
**MINISTER OF POLICE**

**MEMORANDUM OF LEASE**

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MEMORANDUM OF LEASE

DATE:

PARTIES:

- (1) **[Ngāti Apa Leasing entity]** (Lessor)
- (2) **HER MAJESTY THE QUEEN** acting by and through the **MINISTER OF POLICE** (Lessee)

**THE LESSOR DOES HEREBY LEASE TO THE LESSEE and THE LESSEE DOES TAKE ON LEASE** the Land for the term and at the rental set out in the Reference Schedule and subject to the covenants, conditions, agreements and restrictions set out in this Lease which comprises the Schedule of Terms, the Reference Schedule and the Schedule of Land.

**IN WITNESS WHEREOF** these presents have been executed this \_\_\_\_\_ day of \_\_\_\_\_ 20. \_\_\_\_\_

Signed for and on behalf of \_\_\_\_\_ )  
**[NGĀTI APA LEASING ENTITY]** )  
 in the presence of: \_\_\_\_\_ )

Signed for and on behalf of \_\_\_\_\_ )  
**HER MAJESTY THE QUEEN** )  
 acting by and through the \_\_\_\_\_ )  
**MINISTER OF POLICE** by \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 authorised agent of the Commissioner )  
 of New Zealand Police, on behalf of the )  
 Commissioner of New Zealand Police )  
 in the presence of \_\_\_\_\_ )

*pay JS*

**PART 23: LEASEBACKS: MARTON POLICE STATION LEASE**

**THE REFERENCE SCHEDULE**

**ITEM 1: LESSOR PARTICULARS:**

Name: [Ngāti Apa Leasing entity]

Address:

Fax:

Telephone:

Contact person:

**ITEM 2: LESSEE PARTICULARS:**

Name: Her Majesty the Queen acting by and through the Minister of Police

Address: New Zealand Police, National Property Office, P O Box 3017, Wellington

Fax: (04) 498 7415

Telephone: (04) 474 9473

Contact person: National Property Manager

**ITEM 3: LAND:**

All that parcel of land containing 1,198m<sup>2</sup> located at 22 Stewart Street, Marton, being the Marton Police Station.

**ITEM 4: TERM:**

**Fifteen (15) years**

**ITEM 5: DATE OF COMMENCEMENT:**

THE SCHEDULE OF TERMS

1 INTERPRETATION

- 1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:
- 1.1.1 Words importing any gender shall include all other genders.
  - 1.1.2 Words importing the singular shall include the plural and vice versa.
  - 1.1.3 Payments shall be made in the lawful currency of New Zealand.
  - 1.1.4 Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.
  - 1.1.5 References to schedules are references to schedules in this Lease and clauses are references to clauses in this Schedule of Terms and references to parties are references to the parties to this Lease and their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) unless expressly stated otherwise.
  - 1.1.6 Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
  - 1.1.7 A "person" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust or a Crown entity as defined in Section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise in each case whether or not having separate legal personality.
  - 1.1.8 "writing" shall include words visibly represented or reproduced.
  - 1.1.9 No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition, or duty of the Lessee will be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach of the Lessee will be implied from the Lessor's failure to exercise the Lessor's rights or any of them in respect of

**PART 23: LEASEBACKS: MARTON POLICE STATION LEASE**

that breach.

- 1.1.10 Nothing contained in this Lease shall be deemed or construed or constitute any party, a partner, agent or representative of the other party or be deemed to create any trust, commercial partnership or joint venture.
- 1.1.11 The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.
- 1.1.12 The parties acknowledge and agree that certain covenants set out in this Lease (in particular provisions relating to the treatment of Improvements on termination or sooner determination of this Lease) shall continue beyond determination of this Lease for the benefit of the parties notwithstanding such determination.
- 1.1.13 This Lease shall be construed and take effect in accordance with the laws of New Zealand.
- 1.1.14 Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.
- 1.1.15 Any reference in this Lease to "month" or "monthly" shall mean respectively calendar month and calendar monthly.
- 1.1.16 "Authority" means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and any Improvements.
- 1.1.17 "Business days" means any day other than a Saturday or Sunday or statutory or anniversary holiday.
- 1.1.18 "Date of Commencement" means the date specified in Item 5 of the Reference Schedule.
- 1.1.19 "Improvements" means all Improvements excluding Lessor's Improvements whether constructed or installed on the Land before or at any time during the term of this Lease (including any renewal or variation extending the term of this Lease), including any building, structure or other improvements on or fixed to the Land and any concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, signage, fixtures and fittings.
- 1.1.20 "The Land" means that land described in the Schedule of Land excluding the Improvements.

**PART 23: LEASEBACKS: MARTON POLICE STATION LEASE**

- 1.1.21 The expression "Lessor" and "Lessee" includes their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) and where the context permits the Lessee includes the Lessee's Sublessees and other lawful occupiers of the Land and the Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee).
- 1.1.22 "Lessor's Improvements" means work done or material used on or for the benefit of the Land (whether before or during the term of this Lease including any renewal or variation extending the term of this Lease) in:
- (a) the draining, excavation, filling, or reclamation of the Land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling or reclamation; or
  - (b) the grading or levelling of the Land or the removal of rocks, stone, sand, or soil therefrom; or
  - (c) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
  - (d) the alteration of soil fertility or of the structure of the soil; or
  - (e) the arresting or elimination of erosion or flooding.
- 1.1.23 "Reference Schedule" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.
- 1.1.24 "Regional Plan" and "District Plan" shall have ascribed to them the definitions set out in section 2 of the Resource Management Act 1991 and "Regional and District Plans" shall be construed accordingly and shall extend to include any successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.
- 1.1.25 "Schedule of Land" means the schedule described as such and forming part of this Lease.
- 1.1.26 "Schedule of Terms" means this schedule described as such and forming part of this Lease.

**2 TERM**

The term of this Lease shall commence on the Date of Commencement and shall be for the period specified in Item 4 of the Reference Schedule.

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**PART 23: LEASEBACKS: MARTON POLICE STATION LEASE**

**3 RIGHT OF RENEWAL OF LEASE**

- 3.1 If the Lessee has not been in any material breach of this Lease and has given to the Lessor written notice to renew this Lease at least three (3) calendar months before the end of each term then the Lessee shall have the right to obtain in accordance with the provisions hereinafter contained a renewed lease of the Land for the term of years specified in Item 6 of the Reference Schedule computed from the relevant date specified in Item 7 of the Reference Schedule and subject to the same covenants and provisions expressed and implied in this Lease.
- 3.2 If the Lessee fails within the time aforesaid to give any notice under Clause 3.1 as to whether it desires a renewed lease and the Lessor at any time after such expired time has given one month's written notice to the Lessee advising the Lessee that it has one further month from the date of such letter to exercise its right of renewal, and the Lessee still fails to advise the Lessor of its desire to renew, then the Lessee shall be deemed to have given notice that a renewed lease is not required. If the Lessee gives notice in writing that it does not desire a renewed lease or there is a deemed notice that a renewal is not required then its right for a renewed lease shall cease on expiry of the one month notice period aforesaid or on the date at which notice is received by the Lessor (as the case may be).
- 3.3 Any notice by the Lessee under Clause 3.1 or Clause 3.2 of its desire to accept a renewed lease shall be deemed to constitute a contract between the Lessor and the Lessee for the granting and acceptance of a renewed lease at the rent to be determined under Clause 5 for the term and subject to the covenants and provisions referred to in Clause 3.1.
- 3.4 The term of any renewed lease shall run from the day immediately after the expiry of the prior lease, and the rent thereunder shall accrue from that date instead of the rent reserved in the prior lease, notwithstanding the fact that the renewed lease may not be executed until after that date. Clause 5.11 shall otherwise apply.
- 3.5 The Lessor shall prepare each memorandum of renewal of this Lease and the Lessee will forthwith enter into and execute such memorandum of renewal of lease.

**4 RENT**

- 4.1 The Lessee shall pay the annual rent specified in Item 8 of the Reference Schedule from the Date of Commencement until the rent is varied under Clause 5 at which time the Lessee will pay rent at the varied rate.
- 4.2 Rent shall be paid on the first day of each month by equal monthly payments in advance with broken period payments due on a proportionate basis for any broken period at the Date of Commencement and on expiry of the Lease term.

**PART 23: LEASEBACKS: MARTON POLICE STATION LEASE**

- 4.3 All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.

**5 RENT REVIEW PROVISIONS**

- 5.1 In this clause "Initiating Party" means the party that gives the Notice defined in Clause 5.2 and "Recipient" means the party that receives that Notice.

- 5.2 The annual rent may be reviewed by the Lessor or by the Lessee on the dates specified in Item 9 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 9 of the Reference Schedule (each of such dates being called the "review date"), either party may give notice in writing to the other ("the Notice") of that party's assessment of the annual rent of the Land to apply from that particular review date.

- 5.3 The annual rent of the Land shall be assessed on the basis of current market rental of the Land as determined as at the review date. In determining the annual rent of the Land the valuers and any umpire shall, in addition to other relevant factors:

5.3.1 Disregard:

- (a) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
- (b) the value of any goodwill attributable to the Lessee's business; and
- (c) all Improvements made to the Land.

5.3.2 Have regard to:

- (a) the Lessor's Improvements; and
- (b) the permitted use under this Lease; and
- (c) Regional and District Plans.

- 5.4 In the event that the Recipient does not agree with the Initiating Party's assessment of the annual rent of the Land to apply from the particular review date, the Recipient shall notify the Initiating Party in writing ("the Counter Notice") within twenty-one (21) days (in which respect time shall be of the essence) that the Recipient requires such rent to be determined in accordance with Clause 5.7 and the Recipient shall set out in the Counter Notice the amount which the Recipient considers to be the annual rent as at the particular review date.

- 5.5 Unless such notice is given by the Recipient within twenty-one (21) days, then the amount stated in the Notice shall become the annual rent of the Land reserved by this Lease as and from the particular review date in substitution of the previous amount payable.

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- 5.6 Neither party shall by reason of its failure to give the Notice prior to any review date forfeit its right to have the annual rent reviewed as from that particular review date and the reviewed annual rent which should have been paid from that particular review date shall date back to and be payable from that particular review date or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date and any payment of or receipt for the payment of ground rent due on or after a particular review date shall not prejudice either party's right to demand repayment or payment thereafter of any additional annual rent overpaid or payable pursuant to the provisions of Clause 5.10.2.
- 5.7 Where the Counter Notice is given, the Lessor and Lessee shall enter into negotiations to resolve the dispute. Should agreement not be reached within fourteen (14) days (or such longer period as the Lessor and Lessee shall agree upon in writing) after the date on which the Recipient gives the Counter Notice then:
- 5.7.1 the Lessor and Lessee shall, within twenty-one (21) days after the date on which the Recipient gives the Counter Notice, each appoint a valuer to jointly determine the ground rent of the Land. A valuer nominated by either party pursuant to this Clause shall be a full registered member of the New Zealand Institute of Valuers and shall be competent to practice as a valuer of ground leases and shall have at least five (5) years experience in valuing ground leases within the district in which the Land is situated and be active in the market at the time of his or her appointment.
- 5.7.2 if either the Lessor or the Lessee fails to appoint a valuer within twenty-one (21) days as aforesaid, then the determination of the annual rent shall be made by the sole valuer as nominated by either the Lessor or Lessee as the case may be, within one (1) month of the expiry of the twenty-one (21) days as aforesaid and his or her determination shall be final and binding on both parties as if his or her appointment had been by consent.
- 5.7.3 before proceeding with their determination, the said valuers shall agree upon and appoint an umpire (also qualified in the manner referred to in Clause 5.7.1) and obtain the umpire's acceptance in writing of his or her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within one month of being instructed to proceed or such other time period as the Lessor and Lessee may agree, whichever is the latest.
- 5.7.4 if the said valuers within fourteen (14) days of the date of their appointment either fail to appoint an umpire or are unable to agree upon an umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such Institute to appoint an umpire (also qualified in the manner aforesaid) and obtain the umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance undertakes to hand down his or her determination of the annual rent in the same manner



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as if he or she had been appointed pursuant to Clause 5.7.1.

- 5.7.5 subject to Clauses 5.7.2, 5.7.3 and 5.7.4 the valuers so nominated shall within one (1) month of the date of appointment jointly determine the annual rent as at that particular review date.
- 5.7.6 in the event that either valuer fails to provide to the other valuer his or her written assessment of the annual rent within one month of the date of appointment, then the annual rent shall be determined by the other valuer and his or her determination shall be final and binding on both parties.
- 5.7.7 if the said valuers are unable to agree upon a determination within one month of their appointment or within such extended time as the Lessor and Lessee may agree, then the annual rent shall be determined by the umpire whose determination shall be final and binding on the parties. The umpire shall without limiting his or her enquiries and conduct of any hearing:
- (a) arrange for a hearing to be conducted without delay;
  - (b) call for evidence in chief to be presented on behalf of each party to be circulated prior to a hearing;
  - (c) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;
  - (d) have due regard to any evidence submitted by the valuers as to their assessment of the annual rent;
  - (e) take into account any expert witness evidence considered relevant to the hearing;
  - (f) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties;
  - (g) give in his or her determination the reasons therefor in writing.
- 5.7.8 the costs incurred in the determination pursuant to Clause 5.7 of the annual rent shall be borne by the parties in the following manner:
- (a) subject to Clause 5.7.8(b) each party shall be responsible for the cost of its own appointed valuer;
  - (b) where the determination is made by a single valuer pursuant to Clause 5.7.2 the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;
  - (c) the parties shall share equally the costs of the umpire unless any party has acted capriciously or

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unreasonably in any of the proceedings pursuant to the provisions of this Clause 5.7 in which case the umpire may determine the manner in which such costs shall be apportioned between the parties PROVIDED THAT in all cases if the annual rent to apply from the review date is:

- (1) equal to or exceeding the annual rent nominated in the notice given by the Lessor (whether the Notice or the Counter Notice) then all costs of the valuers and the umpire (where applicable) shall be borne by the Lessee alone, or
- (2) equal to or less than the annual rent nominated in the notice given by the Lessee (whether the Notice or the Counter Notice) then all costs of valuers and the umpire (where applicable) will be borne by the Lessor alone;
- (3) other than the foregoing then all costs of valuers and the umpire (where applicable) will be borne equally by the Lessor and the Lessee.

- 5.8 The valuers or umpire shall be deemed to be acting as experts and not as arbitrators.
- 5.9 Despite any provision in this clause 5, the annual rent agreed, determined or imposed pursuant to this clause 5 shall be the annual rent payable as from the relevant rent review date or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date.
- 5.10 Where a review pursuant to this Clause 5 of the annual rent reserved by this Lease is completed after the review date, then:
- 5.10.1 pending completion of the review, annual rent shall be paid at the rate prevailing immediately prior to the relevant review date;
  - 5.10.2 on completion of the review, any increased annual rent payable as from the review date, or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date, shall be paid by the Lessee to the Lessor no later than the date on which the next instalment of annual rent is payable hereunder;
  - 5.10.3 on completion of the review, any overpayment of annual rent paid as from the review date, or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date, shall be held by the Lessor to the Lessee's credit on account of annual rent next falling due for payment unless the Lessee requests the Lessor in writing to refund such payment in which case the Lessor will comply with that request.

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5.11 If any moratorium or other law Act or regulation that applies to this Lease has the effect of postponing any periodic review of annual rent as at the review date then if and whenever such moratorium is lifted or the law, Act or regulation is repealed or amended so as to permit the annual rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, Act or regulation is repealed or amended to the intent that the rent review shall establish the annual rent as at such date and not as at the postponed review date but any subsequent rent review shall take place on the next following review date fixed in accordance with Clause 5.

5.12 Immediately upon the parties agreeing to pay a revised annual rent or on determination under Clause 5.7 the Lessee shall enter into an appropriate registrable Memorandum of Variation of Lease recording such revised annual rent prepared by the Lessor.

**6 CHARGES**

6.1 The Lessee will pay all charges incurred by the Lessee for electricity, gas, water or power or other services in respect of the Land and Improvements including all connection, disconnection, or other fees payable by the Lessee or the Lessor to other authorities in respect of such services.

**7 PAYMENT OF RATES AND IMPOSITIONS**

7.1 The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Improvements or on the Lessor or Lessee in respect thereof by any Authority.

**8 GOODS AND SERVICES TAX**

8.1 The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act 1985 or any similar tax levied in substitution therefor including all amendments and any enactments in substitution therefor or in addition thereto or otherwise in respect of any payments made by the Lessee under this Lease (including the payment of annual rent) or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

**9 INTEREST ON OVERDUE RENT OR OTHER MONEYS**

9.1 Without prejudice to other rights powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount owing by the Lessee to the Lessor whatsoever pursuant to this Lease

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shall be in arrears and unpaid for fifteen (15) business days after the due day for payment thereof (whether any formal or legal demand therefor shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate being 1 % above the average 90 day bank bill buy rate (described as the BID rate) at 10.45am on the date the payment was due as shown on page BKBM (or its successor page) on the Reuters screen or at a rate based on any successor screen or if there is none at a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default and the said interest shall be recoverable in the same manner as rent in arrears.

**10 USE OF THE LAND AND IMPROVEMENTS**

- 10.1 The Lessee shall be permitted the right to carry on the business specified in Item 10 of the Reference Schedule.
- 10.2 Should any of the uses of the Land and any Improvements be permissible only with the consent or licence of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or licence at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions required and the Lessee shall at all times comply with any conditions of such consent, order or authority obtained.
- 10.3 Where the Lessee is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or other consents from any Authority such as required under section 348 of the Local Government Act 1974, the Lessor agrees that it and any officer, or employee or agent of the Lessor shall not raise any objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.
- 10.4 Despite any other provision in this Lease, if at any time during the term of this Lease, the Land cannot be, or can no longer be lawfully used for Police purposes, the Lessee may terminate this Lease on giving reasonable notice to the Lessor.

**11 NO FENCING**

- 11.1 The Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land and any land owned or occupied by the Lessor but nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

**12 STATUTORY REQUIREMENTS**

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- 12.1 The Lessee must comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:
- 12.1.1 ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;
  - 12.1.2 comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land and the requirements imposed and otherwise arising under the Resource Management Act 1991; and
  - 12.1.3 ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety in Employment Act 1992.
- 12.2 The Lessee shall not, during the term of this Lease:
- 12.2.1 make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;
  - 12.2.2 suffer insolvency, bankruptcy or liquidation;
  - 12.2.3 suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this subclause 12.2.3 shall have no application or effect whilst Her Majesty the Queen Acting By and Through the Minister of Police is the Lessee hereunder.

**13 ASSIGNMENT OR SUBLETTING**

- 13.1 The Lessee will not without the previous consent in writing of the Lessor assign or transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without some good cause assigned having regard to the solvency or respectability of the proposed assignee or transferee or sublessee. Notwithstanding this Clause where the Crown (as that term is defined in section 2 of the Public Finance Act 1989) remains as the Lessee under this Lease and in occupation from the Lessor the consent of the Lessor shall not be required when another Crown entity assumes occupation of all or any part of the Land except that on each occasion that a different Crown entity (as defined in section 7(1) of the Crown Entities Act 2004) or other Crown body or state owned enterprise assumes the role and obligations of the Lessee under this Lease the Lessee shall notify the Lessor in writing of that change.
- 13.2 In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange or a

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person under Clause 13.5 the Lessor may require the directors and/or the controlling shareholders of such company to enter into a deed guaranteeing the performance by that company of the terms of this Lease such guarantee to be in a form reasonably acceptable to the Lessor..

- 13.3 Clause 13 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.

13.4 For the purposes of Clause 13.1 any proposed change in the shareholding of the Lessee or any amalgamation under Section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be a deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in clause 13.5.

- 13.5 For the purposes of Clause 13.1 any proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control in the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this Clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.

- 13.6 Where any assignment or transfer of this Lease is consented to by the Lessor, the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessor's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee but the execution of such covenant shall not release the Lessee from the Lessee's obligations under this Lease.

- 13.7 Notwithstanding any Rule of Law or anything herein expressed or implied to the contrary where Her Majesty the Queen Acting By and Through the Minister of Police in New Zealand as Lessee assigns this Lease under the provisions of this Clause 13, all the liabilities of the Lessee expressed or implied under this Lease, whether contingent or otherwise for the payment of future rents or other moneys or the future observance or performance of any of the Covenants, conditions or agreements on the part of the Lessee shall cease and determine absolutely as from the date of the Assignment thereof, but without releasing the Lessee from liability for any antecedent breach thereof. .

**14 LESSEE'S ACKNOWLEDGEMENT OF RISK**

- 14.1 The Lessee agrees to occupy and use the Land and any Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or

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injury occurring to any person or property in or about the Land and any Improvements thereon except where the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

**15 QUIET ENJOYMENT/REPUDIATION**

15.1 Provided the Lessee performs and observes the covenants, provisions, conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease. For the avoidance of doubt, the phrase "person or persons claiming under the Lessor" does not include beneficiaries of any trust of which the Lessor is trustee.

15.2 The Lessor is to compensate the Lessee and the Lessee shall be entitled to recover any damages for any loss or damage suffered by reason of any acts or omissions of the Lessor constituting a repudiation of the Lease or the Lessor's obligations under the Lease. Such entitlement shall subsist notwithstanding any cancellation or early termination of the Lease and shall be in addition to any other right or remedy which the Lessee may have.

**16 REGISTRATION**

16.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 1952.

16.2 The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

**17 IMPROVEMENTS DURING LEASE**

17.1 Throughout the term of this Lease and on any renewal any Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing.

17.2 Throughout the term of this Lease and on any renewal the Lessee shall have the right to alter, construct and demolish any Improvements on the Land without the need to obtain the Lessor's consent providing all obligations required of the Lessee under this Lease relevant to Improvements on the Land are satisfied.

**18 IMPROVEMENTS ON TERMINATION OF LEASE**

18.1 No later than twelve (12) months prior to the expiry of any five (5) year term of Lease the Lessee may give notice ("the Lessee's Transfer Notice") to the Lessor specifying any Improvements which the Lessee wishes to transfer to the Lessor following expiry of the Lease or renewal. The Lessee's Transfer Notice shall contain details of those Improvements, their current market value and the proposed terms of transfer of the Improvements.

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- 18.2 The Lessor agrees to consult with the Lessee regarding the Improvements specified in the Lessee's Transfer Notice, and to consider any proposal to transfer such Improvements. Nevertheless, the Lessee acknowledges that nothing in this Clause or in the Lessee's Transfer Notice shall oblige the Lessor to take a transfer of, or to pay any compensation or consideration for, such Improvements.
- 18.3 If no agreement is reached regarding the transfer of Improvements pursuant to this clause (before six months prior to the expiry of the Lease, or before the earlier termination of the Lease), the following provisions of this Clause 18 shall apply.
- 18.4 On termination of this Lease (whether by expiry of time or otherwise) except where the Lessee has exercised any rights of renewal, the Lessee may, but shall not be required by the Lessor to, remove any Improvements specified in a written notice ("the Lessee's Removal Notice") given to the Lessor in accordance with Clause 18.5.
- 18.5 The Lessee may, but shall not be required by the Lessor to, remove Improvements that are clearly identified in the Lessee's Removal Notice which must be given no later than three (3) months prior to the expiry of the term (time being of the essence) or one (1) month after any sooner termination.
- 18.6 The Lessee must remove all Improvements specified in the Lessee's Removal Notice within six (6) months from the date of termination (time being of the essence) and must ensure within that time that all services to any Improvements are properly and lawfully disconnected, the Land under any Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed and left in a neat and tidy condition.
- 18.7 If the Lessee fails to remove any Improvements specified in the Lessee's Removal Notice in accordance with Clause 18.6 then the Lessor may remove them and all costs and expenses incurred directly and indirectly shall be recoverable against the Lessee.
- 18.8 Any Improvements remaining on the Land after the period referred to in Clause 18.6 shall become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.
- 18.9 The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease until it has met its obligations under Clause 18.6.
- 18.10 Whenever resource consent is required to remove or demolish any Improvements the Lessee shall use all reasonable endeavours to obtain all necessary consents and shall continue to be obliged to pay rent and outgoings under this Lease until such time that the Lessor is satisfied on reasonable grounds that the Lessee has used all reasonable endeavours to obtain all necessary consents and produced to the Lessor evidence satisfactory to the Lessor to satisfy this requirement.



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**19 DESTRUCTION AND REDEVELOPMENT**

19.1 The Lessee shall be entitled to carry out repairs, demolition, relocation, additions, reinstatement or redevelopment to any Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to demolish, relocate, redevelop, replace or add to any Improvements on the Land provided the following conditions are or will be satisfied:

19.1.1 any repair, demolition, relocation, addition, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and

19.1.2 the Lessee is able to obtain all resource and building consents necessary to carry out any works programme;

and upon satisfaction of such conditions the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Improvements or such part of Improvements requiring such work in accordance with the conditions set out above.

19.2 In the event that the Lessee is prevented or unable to reinstate or rebuild in the event of total or partial destruction it may forthwith terminate this Lease provided that the Lessee demolishes the improvements and clears and restores the Land all in accordance with the requirements of Clause 18.6.

**20 NOTICES**

20.1 All notices must be in writing and must be served by one of the following means:

20.1.1 in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and

20.2.2 in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:

(a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or

(b) by personal delivery, or by posting by registered or ordinary mail, or by facsimile transmission.

20.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:

20.2.1 in the case of personal delivery, when received by the addressee at the address detailed in clause 20.3; and

20.2.2 in the case of posting by registered mail, on the third working day following the date of posting to the addressee at the

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address detailed in clause 20.3; and

20.2.3 in the case of facsimile transmission, on the working day following the date of sending to the addressee's facsimile number designated in clause 20.3 provided that the sender produces a confirmation notice that the facsimile has been sent on that day.

**20.3 Details for Notices:**

[Ngāti Apa Leasing entity]

The District Commander  
Central Region  
New Zealand Police  
P O Box 11040  
Palmerston North

Fax: 06 350 3865

20.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Lessor, it is to be supported by satisfactorily written delegation from the Lessor confirming the appointment of the party giving the notice.

**21 DEFAULT BY LESSEE**

21.1 The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the land at the time or any time thereafter:

21.1.1 If the rent shall be in arrear twenty (20) working days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) working days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;

21.1.2 In case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with Section 246 of the Property Law Act 2007;

and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

**22 DISPUTE RESOLUTION**

22.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.

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- 22.2 If the parties cannot resolve a dispute or difference within fifteen (15) business days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).
- 22.3 If the parties cannot agree on any dispute resolution technique within a further fifteen (15) business days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under Clause 22.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.
- 22.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

**23 COSTS**

- 23.1 The parties shall each pay their own solicitors' costs on preparing and finalising this Lease or any renewal or variation of this Lease.
- 23.2 The Lessee shall be responsible for payment of all registration fees including agency charges imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.
- 23.3 The Lessee shall pay all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observation of any of the terms, covenants and conditions of this Lease.

**24 LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS**

- 24.1 The Lessor will have the right to inspect the Land no more than twice each year during the term or any renewal of this Lease with valuers or other experts and consultants provided such inspections are carried out at times reasonably acceptable to the Lessee on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. Any such inspections should be carried out in accordance with the Lessee's security and health and safety requirements and the Lessee shall have the right to change any suggested time to a mutually convenient time.

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- 24.2 Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lessee for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.
- 24.3 If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:
- 24.3.1 complete a security check on terms reasonably acceptable to the Lessee;
  - 24.3.2 provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing; and
  - 24.3.3 familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.
- 24.4 The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.
- 24.5 The Lessee will during the period of three (3) months prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees or purchasers and allow the Lessor to affix to the Land appropriate sale or reletting notices.

25 **DISPOSAL OF LESSOR'S INTEREST**

- 25.1 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land provided that:
- 25.1.1 any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and
  - 25.1.2 for so long as the Lessee is a Government Agency the following further provisions shall apply:
    - (1) The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).
    - (2) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:
      - (a) The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or

**PART 23: LEASEBACKS: MARTON POLICE STATION LEASE**

- (b) The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within five (5) working days of receiving the Lessor's advice pursuant to clause 25.1.2(1) above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

- (3) If the Lessor does not receive written notice from the Lessee pursuant to clause 25.1.2(2)(a) or 25.1.2(2)(b) above together with grounds to substantiate its reasonable apprehension within five (5) working days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.
- (4) If the Lessee objects to the proposed Assignee in accordance with clause 25.1.2(2)(a) or 25.1.2(2)(b) above, then the Lessor shall not dispose of its interest to the proposed Assignee.
- (5) If the Lessor fails to advise the Lessee in writing of the disposal of its interest in the Land and the Lessee has objections to the proposed Assignee based on those reasons set out in clauses 25.1.2(2)(a) or 25.1.2(2)(b) above, then the Lessee shall be entitled at any time thereafter to terminate this Lease on seven (7) days written notice and the Lessee's obligations under this Lease shall cease from the expiration of such notice.

**26 HOLDING OVER**

If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) working days written notice at the rent then payable per month for the Land and otherwise on the same covenants and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

**27 EXCLUSION OF IMPLIED PROVISIONS**

27.1 The following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

27.1.1 Clause 10 - Premises unable to be used for particular purpose;

27.1.2 Clause 11 - Power to inspect premises.

NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 23: LEASEBACKS: MARTON POLICE STATION LEASE

**SCHEDULE OF LAND**

All that land containing 1,198 square metres more or less situated at 22 Stewart Street, Marton..

Handwritten initials or signature in the bottom right corner.

**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 23: LEASEBACKS: MARTON POLICE STATION LEASE**

**LEASE OF FREEHOLD**

Correct for the purposes of the Land  
Transfer Act 1952

Situate in Marton

**[NGĀTI APA LEASING ENTITY]**

Lessor

**HER MAJESTY THE QUEEN**

acting by and through the

**MINISTER OF POLICE**

Lessee

Particulars entered in the Register  
on the date and at the time recorded

District Land Registrar Assistant of  
the Wellington Land Registry

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**WANGANUI PRISON LEASE**

**(Clause 7.34)**

*Handwritten initials/signature*



**NGĀTI APA (NORTH ISLAND) SCHEDULE  
PART 23: LEASEBACKS: WANGANUI PRISON LEASE**

**DRAFT**

Approved by Registrar-General of Land Under No. 2002/3048

Lease Instrument

Section 115, Land Transfer Act 1952

Land registration district

**WELLINGTON**



BARCODE

Unique identifier(s)  
or C/T(s)

All/part Area/description of part or stratum

See page 1 of Annexure Schedule

**Lessor**

*Surname(s) must be underlined or in CAPITALS*

**NGATI APA KI RANGIKIKEI** [or other legal entity: name to be provided]

**Lessee**

*Surname(s) must be underlined or in CAPITALS*

**HER MAJESTY THE QUEEN** acting by and through the Department of Corrections

**Estate or interest\***

*Insert "fee simple", "leasehold in lease number", etc*

**Fee Simple**

**Lease memorandum number**

**Term**

**Fifty years**

**Rental**

**[to be confirmed]**

**Operative clause**

*if required, set out the terms of lease in Annexure Schedule(s).*

**The Lessor leases to the Lessee and the Lessee accepts the lease of the above estate or interest in the land in the above certificate(s) of title or computer register(s) for the term and at the rental and on the terms of lease set out in the above lease memorandum or in the Annexure Schedule(s) (if any).**

Dated this                      day of

**Attestation**

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

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

**Certified correct for the purposes of the Land Transfer Act 1952.**

[Solicitor for] the Lessee

\*The specified consent form must be used for the consent of any mortgagees of the estate or interest to be leased

REF: 7012 -- AUCKLAND DISTRICT LAW SOCIETY

NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 23: LEASEBACKS: WANGANUI PRISON LEASE

ANNEXURE SCHEDULE

SCHEDULE OF LAND

1. 11.4903 hectares more or less being Lot 2, Deposited Plan 46128 and Section 1 Survey Office Plan 36413 and being all the land comprised and described in Computer Freehold Register WN48C/764 (Wellington Registry) subject to Part IVA of the Conservation Act 1987 and Section 11 of the Crown Minerals Act 1991.
2. 2.0963 hectares more or less being Section 479 Left Bank Wanganui River and being all the land comprised and described in Computer Freehold Register WN48C/766 (Wellington Registry) subject to Gas Pipeline Rights created by Transfer B380488.1 and subject to Part IVA of the Conservation Act 1987 and Section 11 of the Crown Minerals Act 1991.
3. 31.6573 hectares more or less being Section 478 and 480 Left Bank Wanganui River and Sections 2 and 3, Survey Office Plan 340748 and being all the land comprised and described in Computer Freehold Register 390177 (Wellington Registry) subject to Gas Pipeline Rights created by Transfer B380488.1 and subject to Part IVA of the Conservation Act 1987 and Section 11 of the Crown Minerals Act 1991.

NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 23: LEASEBACKS: WANGANUI PRISON LEASE

CONTINUATION OF ATTESTATION:

SIGNED by HER MAJESTY THE QUEEN acting by and through  
the Chief Executive of the Department  
of Corrections:

\_\_\_\_\_  
B E Matthews

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witness Address

NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 23: LEASEBACKS: WANGANUI PRISON LEASE

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this Lease, unless the context indicates otherwise:

**Annual Rent** means the annual rent for the Land specified in Schedule One, subject to changes resulting from on the Lessor's exercise of any right to review the Annual Rent or on the Lessee's exercise of any right to renew this Lease;

**Authority** means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the Land or its use;

**Commencement Date** means the date of commencement of the Initial Term specified in Schedule One;

**District Plan** means a district plan within the meaning of the Resource Management Act 1991;

**Government Agency** includes any department or instrument of the Executive Government of New Zealand; and, includes:

- (a) A body corporate or corporation sole (whether called a corporation, commission, council, board, authority, or by any other name) that has been established or constituted by a public Act of Parliament and that is named in that Act;
- (b) A body corporate or organisation that is controlled or wholly owned by the Crown or by any such Department, instrument, body corporate, corporation sole, or organisation;
- (c) A Crown Entity within the meaning of the Crown Entities Act 2004.

**GST** means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution of that tax;

**Land** means the land described in Schedule One and for the avoidance of doubt excludes all of the Lessee's Improvements which remain the property of the Lessee at all times irrespective of their degree of annexation to the Land;

**Lessee** means Her Majesty the Queen, in any capacity, and includes all the respective executors, administrators, successors, assigns and successors in title of the lessee and if more than one jointly and severally;

**Lessee's Improvements** means all improvements on or to the Land of any kind whatsoever including (but not limited to):

- (a) buildings, or other fixed structures including any fencing;
- (b) concrete, asphalt, paved or tiled roadway, sealed yards, paths, lawns, gardens;

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NGĀTI APA (NORTH ISLAND) SCHEDULE

**PART 23: LEASEBACKS: WANGANUI PRISON LEASE**

- (c) mechanical, electrical, or reticulation plant (whether for the conduct of electricity, water, oil, compressed air or any other supply delivered through any reticulation system which is the property of the Lessee), equipment or systems of any kind of the Lessee;
- (d) sewage system;
- (e) All subsoil works constructed or installed by the Lessee on the Land;
- (f) All site works, drainage and excavation work; and
- (g) other like property of any kind whatsoever;

whether those improvements are made, constructed or placed on the Land by the Lessee before or after the Commencement Date.

**Lessee's Outgoings** mean:

- (a) Rates or levies payable to any local or territorial authority;
- (b) Charges for water, gas, electricity, telephones and other utilities or services;
- (c) Rubbish collection charges;
- (d) All charges relating to the repair and maintenance of any Lessee Improvements (whether of a structural nature or not);
- (e) The cost of landscaping and ground maintenance;
- (f) Car parking area maintenance and repair;
- (g) All costs associated with the repair, maintenance or replacement of any fencing on the Land;

and includes any other outgoings related to the Permitted Uses or for any use consented to under clause 3.4;

**Lessor** means Ngāti Apa Ki Rangitikei and includes all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally;

**Modified Land Value** means the modified land value of the Land as agreed between the Lessor and Lessee and failing agreement as determined under clause 11.7, provided that the valuation principles set out in Schedule Three are followed in determining the modified land value;

**Plan** means the plan of the Land attached as Schedule Two;

**Prison** means the Wanganui (Kaitoke) Prison operated on the Land;

**Prison Manager** means the prison manager for the time being of the Wanganui (Kaitoke) Prison and includes any person acting in that capacity;

PART 23: LEASEBACKS: WANGANUI PRISON LEASE

**Term** means the term of this Lease and includes the Initial Term and any further Subsequent Terms; and

**Working Day** has the meaning given to it in the Property Law Act 2007.

1.2 **Interpretation:** In this Lease, unless the context indicates otherwise:

- (a) **Defined Expressions:** expressions defined in the main body of this Lease have the defined meaning throughout this Lease, including the background;
- (b) **Headings:** section, clause and other headings are for ease of reference only and will not affect this Lease's interpretation;
- (c) **Parties:** references to any party include that party's executors, administrators, successors and permitted assigns;
- (d) **Persons:** references to a person include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- (e) **Plural and Singular:** references to the singular include the plural and vice versa;
- (f) **Clauses/Schedules/Attachments:** references to clauses, schedules and attachments are to clauses in, and the schedules and attachments to, this Lease. Each such schedule and attachment forms part of this Lease;
- (g) **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- (h) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (i) **Schedule Terms:** the terms Initial Term, Permitted Use, Renewal Term(s), Rent Review Dates and Termination Date, together with the other terms set out in Schedule One, will be interpreted by reference to Schedule One;
- (j) **Inclusive Expressions:** the term includes or including (or any similar expression) is deemed to be followed by the words without limitation; and
- (k) **Documents:** references to any document (however described) are references to that document as modified, novated, supplemented,

**PART 23: LEASEBACKS: WANGANUI PRISON LEASE**

varied or replaced from time to time and in any form, whether on paper or in an electronic form.

**2. LEASE AND TERM**

**2.1 Grant of Lease:** The Lessor leases the Land to the Lessee and the Lessee takes the Land on Lease for the Initial Term beginning on the Commencement Date and ending on the Termination Date at the Annual Rent, as specified in Schedule One.

**3. LESSEE'S COVENANTS**

**3.1 Payment of Annual Rent:** The Lessee must pay the Annual Rent to the Lessor by equal annual payments in advance, with the first payment to be made on the Commencement Date, and all subsequent payments to be paid on the anniversary of the Commencement Date.

**3.2 GST:** The Lessee will pay to the Lessor, or as the Lessor directs, the GST payable by the Lessor in respect of the Annual Rent and any other payments payable by the Lessee under this Lease. The GST in respect of the Annual Rent will be payable on each occasion when any rental payment falls due for payment and in respect of any other payment will be payable on demand.

**3.3 Payment of Outgoings:** The Lessee will pay the Lessee Outgoings in respect of the Land direct to the relevant Authority or supplier concerned and, if permitted by law the Lessee will be entered on the rating information database and the district valuation roll as the ratepayer in respect of the Land.

**3.4 Use of Land:** The Lessee will not, without the prior written consent of the Lessor, use the Land for any purpose other than the Permitted Uses. The Lessor must not unreasonably or arbitrarily withhold its consent to any change of, or addition to, the Permitted Uses. For the avoidance of doubt, the parties agree that any cessation or suspension of the use the Land or part of the Land for the Permitted Uses for any period of time is not a breach of this clause.

**3.5 Compliance with the Law:** The Lessee will comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way touching upon, relating to, or affecting the Land or the conduct of the Permitted Uses on the Land and will also at the Lessee's own cost comply with the provisions of all statutes, ordinances, regulations, bylaws, codes, requisitions or notices issued, made or given by any Authority in respect of the Land or the Lessee's conduct of the Permitted Uses on the Land or the Lessee's Improvements on the Land including (but not limited to) compliance with the Corrections Act 2004 and Corrections Regulations 2005.

**3.6 Avoidance of Danger:** The Lessee will:

- (a) Take all reasonable precautions to minimise any danger or hazard arising from any Lessee's use of the Land and must not permit any

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PART 23: LEASEBACKS: WANGANUI PRISON LEASE

goods of a dangerous nature to be stored or used on the Land unless stored and used in a manner which complies with all statutes, ordinances, regulations, bylaws and codes or standards in that regard; and

(b) Promptly remedy any danger or hazard that may arise on the Land.

3.7 **Maintenance of Lessee's Improvements:** The Lessee will at the Lessee's own expense keep any Lessee's Improvements on the Land in good order, condition and repair during the Term of this Lease.

3.8 **No Lessor Maintenance:** The Lessee acknowledges that the Lessor has no repair or maintenance obligations for any of the Lessee's Improvements on the Land.

3.9 **Rubbish Removal:** The Lessee will regularly cause all rubbish and garbage to be removed from the Land and will keep any rubbish bins or containers in a tidy condition. The Lessee will also at the Lessee's own expense cause to be removed all trade waste boxes and other goods or rubbish not removed in the ordinary course by the Territorial Authority.

3.10 **Signage:** The Lessee may affix names, signs, nameplates, and signboards relating to the Permitted Uses without the consent of the Lessor.

3.11 **Construction or Alteration to Lessee's Improvements:** The Lessee may construct Lessee's Improvements and make any alterations or additions to Lessee's Improvements necessary or incidental to the Permitted Use without the prior written approval of the Lessor.

4. **LESSOR'S COVENANTS**

4.1 **Quiet Enjoyment:** The Lessor will permit the Lessee to occupy and enjoy the Land during the Term without any interruption or disturbance by the Lessor or any person claiming under the Lessor except as authorised by this Lease.

4.2 **Lessor's Property:** The Lessor must not during the Term of this Lease place any Lessor's property on the Land.

4.3 **Grant of Additional Rights:** The Lessor must not cancel, surrender, modify or grant any easement, mortgage or any other registered or unregistered interest over the Land or change the status of the Land in any way that would prejudice the ability of the Crown to exercise its option to reacquire the Land under clause 16.5 without the Lessee's prior written consent, which may be withheld at the Lessee's sole discretion or may be granted subject to conditions.

4.4 **Consent not to be Unreasonably Withheld:** If this Lease states that the Lessor's consent is required for anything done or proposed to be done, then unless otherwise stated, in each case, the Lessor:

(a) must not unreasonably withhold consent, and



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PART 23: LEASEBACKS: WANGANUI PRISON LEASE

(b) must, within a reasonable time of the Lessor's consent being requested:

(i) grant that consent; or

(ii) notify the Lessee in writing that the consent is withheld.

5. **RIGHT OF LESSOR TO ENTER AND INSPECT LAND**

5.1 **Entry to Land:** Pursuant to section 217 of the Property Law Act 2007, and notwithstanding section 218 and clause 11 of Schedule 3 of that Act, the parties agree that the Lessee will permit the Lessor to enter the Land to inspect its condition, on no more than two occasions in each calendar year, and subject to compliance with the conditions of entry set out in this section 5.

5.2 **Conditions of Entry:** Entry under clause 5.1 is subject to:

(a) the Lessor providing the Lessee with at least 10 working days prior notice, in writing; and

(b) compliance with the Lessee's safety and access protocols including direct supervision at all times by an authorised representative of the Lessee;

(c) entry being limited to two persons named in the notice under clause 5.2(a), authorised by the Lessee, and approved in writing by the Lessee, in advance of entry.

5.3 **Lessor's Acknowledgment:** The Lessor acknowledges that the Land is a working prison and that the Prison Manager will have the discretion to impose such reasonable conditions on the Lessor's ability to enter the Land for inspection purposes under this section 5, as the Prison Manager thinks necessary or appropriate to the operational requirements of the Prison.

5.4 **Lessor Representations:** The Lessor may make representations to the Prison Manager regarding the times entry to the Land is requested for inspection purposes but the Lessor acknowledges that the Prison Manager may at his/her discretion upon the giving of either oral or written notice, vary any consent to entry given under this Lease if the Prison Manager deems this to be necessary or appropriate to the operational requirements of the Prison.

5.5 **Compliance with Statutes:** When exercising any right of entry under this section the Lessor will at all times comply with all statutes, ordinances, bylaws or other enactments affecting or relating to the Land including (but not limited to) the Corrections Act 2004 and the Corrections Regulations 2005, and with all instructions which may be given by the Prison Manager or any Authority, and will keep the Lessee indemnified in respect of any non-compliance by the Lessor.

5.6 **Prison Manager's Powers:** The Lessor acknowledges that in the event that the Prison ceases to have a Prison Manager, the Prison Manager's powers

**PART 23: LEASEBACKS: WANGANUI PRISON LEASE**

under this Lease may be exercised by any agent, employee or servant of the Lessee to whom a written authorisation in this regard is made or by any assignee under clause 9.

**6. LESSEE'S IMPROVEMENTS**

**6.1 Lessor's Acknowledgement:** The Lessor acknowledges in relation to the Lessee's Improvements that:

- (a) Notwithstanding any rule of law or equity to the contrary, property in all Lessee's Improvements will remain with the Lessee throughout the Term of this Lease and irrespective of how such property is annexed to the Land and may be dealt with by the Lessee without reference to the Lessor;
- (b) The Lessor does not have any rights of ownership or proprietary interest in any of the Lessee's Improvements, either during the Term of the Lease, or at the expiry or earlier termination of the Lease; and
- (c) When any Lessee's Improvements are destroyed or damaged, the decision whether to reinstate or not is solely with the Lessee and property in any insurance proceeds (if any) is also solely with the Lessee.

**6.2 Demolition:** The Lessee may demolish or remove any Lessee's Improvements from the Land at any time during the continuance of this Lease without the prior written consent or any other consent of the Lessor upon the condition that the Lessee reinstates the Land to a neat, tidy and safe condition after any such demolition or removal.

**6.3 Removal:** The parties acknowledge that:

- (a) The Lessee may, either prior to or on the expiry or earlier termination of this Lease, demolish or remove all Lessee's Improvements from the Land and will, if required by the Lessor on the expiry of the Term of this Lease, demolish or remove all Lessee's Improvements (or such lesser portion as may be acceptable to the Lessor) from the Land without being obliged to pay the Lessor any compensation for their demolition or removal, it being acknowledged by the Lessor that property in all Lessee's Improvements remains with the Lessee and that no prior written consent or any other consent of the Lessor is required in respect of any such demolition or removal elected by the Lessee.
- (b) The Lessor will be deemed by the provisions of clause 6.3(a) to have granted to the Lessee a licence to enter the Land and demolish or remove the Lessee's Improvements and further that the provision will enure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and will also bind any successor in title to the Lessor subsequent to the expiry of the Lease.

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PART 23: LEASEBACKS: WANGANUI PRISON LEASE

- (c) In the event that the Lessee demolishes or removes its Lessee's Improvements from the Land under clause 6.3(a), it will restore the Land to a neat, tidy and safe condition subsequent to any such demolition or removal.
- (d) The Lessor will do nothing to obstruct or otherwise impede the demolition or removal of any Lessee's Improvements from the Land at any time prior to the expiration or earlier termination of the Lease or within three months after this time and notwithstanding any rule of law or equity to the contrary.
- (e) The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease if the Lessee remains on the Land after the expiration or earlier termination of the Lease for the purposes of demolishing or removing the Lessee's Improvements under this clause.

7. **DESIGNATION**

7.1 **Designation:** The Lessor consents to the Lessee maintaining a designation under the Resource Management Act 1991 for the construction, operation and maintenance of the Permitted Uses and for any use consented to under clause 3.4 for the Term of this Lease, and further consents to the inclusion of any new or further designation for such purposes in any operative or proposed District Plan.

7.2 **No Right to Object:** The Lessor agrees that it will not:

- (a) Complain or object to, or cause others to complain or object to, or publicly comment on, any variation, change or modification to existing or future lawful uses of the Land and any designations or consents either in place at the Commencement Date or lawfully granted to the Lessee at a later date, provided the variations, changes or modifications are related to, or ancillary to, the Permitted Uses or any use consented to under clause 3.4;
- (b) Directly or indirectly lobby any Authority or other interested party, or directly or indirectly fund any objections, in relation to any variation, change or modification to existing or lawful future uses, designations or consents either in place at the Commencement Date or lawfully granted to the Lessee at a later date;

7.3 **No Right to Object to Permitted Uses:** The Lessor agrees that it will not complain or object to, or directly or indirectly fund any objection relating to, or otherwise publicly comment about, any activities on the Land in accordance with the Permitted Uses.

7.4 **Additional Land:** If, during the Term of this Lease any additional land is acquired or leased by the Lessee for prison purposes, the Lessor agrees that

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**PART 23: LEASEBACKS: WANGANUI PRISON LEASE**

the obligations contained in clauses 7.2 and 7.3 will extend to that additional land.

**8. LESSEE'S ACKNOWLEDGEMENT**

- 8.1 Lessee Uses Land at Own Risk:** The Lessee agrees to occupy and use the Land at the Lessee's risk and releases to the fullest extent permitted by law the Lessor, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any personal property in or about the Land, except when this is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

**9. SUBLETTING AND ASSIGNMENT**

- 9.1 Subletting and Assignment:** Subject to clauses 9.2 and 9.3, the Lessee must not sublet, assign or otherwise part with the possession of the Land or any part of the Land without first obtaining the written consent of the Lessor which the Lessor will give if the following conditions are fulfilled:
- (a) The Lessee proves to the satisfaction of the Lessor that the proposed sublessee or assignee is (or in the case of a company the shareholders of the company of the proposed assignee or sublessee are) respectable, responsible and has the financial resources to meet the commitments under any sublease or lease.
  - (b) All rent and other moneys payable under this Lease have been paid and there is no subsisting breach of any of the Lessee's covenants.
  - (c) The Lessee pays the proper costs and disbursements in respect of the approval or preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable enquiries made by or on behalf of the Lessor concerning any proposed sublessee or assignee.
  - (d) The Lessee will, at the Lessee's own expense, procure the execution by an assignee of a deed of covenant with the Lessor that the assignee will, at all times pay the rent at the times and in the manner provided in this Lease and will observe and perform all the covenants and conditions contained in this Lease.
  - (e) Where the assignee is a company, the Lessor may require the deed of covenant referred to in paragraph (d) above to be executed by that company and also by such other directors and/or shareholders of that company as the Lessor requires, as joint and several guarantors, upon the terms set out in the then current edition of the Auckland District Law Society form of Standard Lease for Commercial premises or if such lease is no longer published, then upon such terms as are commonly used in leases of commercial premises.

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**PART 23: LEASEBACKS: WANGANUI PRISON LEASE**

- 9.2 **Transfer of Management of Prison:** If, by any statutory provision or regulation enacted during the Term of this Lease, the Lessee is obliged to transfer or assign management of the Prison or any aspect of such management to a third party, the provisions of clause 9.1 will not apply to such a transfer or assignment and the Lessee will be entitled to transfer or assign its interest as Lessee under this Lease, or any aspect of management of the Prison, to such a third party without further reference to the Lessor, who will be deemed to have approved such a transfer or assignment and will immediately sign any document necessary to give effect to such a transfer or assignment, if so requested by the Lessee.
- 9.3 **Transfer to a Government Agency:** The Lessee may transfer, assign or sublet its interest as Lessee under this Lease to any Government Agency without further reference to the Lessor, who will be deemed to have approved such a transfer, assignment or sublease and will immediately sign any document necessary to give effect to such a transfer, assignment or sublease, if so requested by the Lessee.
- 9.4 **Subletting:** Where the Lessor consents to a subletting, the consent will extend only to the subletting and, notwithstanding anything contained or implied in the sublease, the consent will not permit any sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.
10. **RENEWAL**
- 10.1 **Exercise of Perpetual Right of Renewal:** if the Lessee has observed and performed its covenants under this Lease and has given written notice to renew the Lease at least three calendar months prior to the end of the initial term of 50 years (time not being of the essence of such notice) then the Lessor will at the cost of the Lessee renew this Lease for the next further term from the renewal date as follows:
- (a) The annual rent will be agreed upon or failing agreement will be determined in accordance with clause 11;
  - (b) Otherwise the renewed lease will be on and subject to the covenants and agreements expressed or implied in this Lease including this covenant for renewal.
11. **RENT REVIEW**
- 11.1 **Annual Rent on Review:** The Annual Rent payable from any review date will be 5.5 percent of the modified Land Value as determined in accordance with clauses 11.2 to 11.7 plus GST.
- 11.2 **Commencement of Review:** The Lessor will commence a review by not earlier than three (3) months prior to a review date giving written notice to the Lessee specifying the sum considered by the Lessor to be the Modified Land Value as at that review date;

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PART 23: LEASEBACKS: WANGANUI PRISON LEASE

- 11.3 **Lessee's Notice:** If, by written notice to the Lessor within twenty eight (28) days after receipt of the Lessor's notice, the Lessee disputes that the proposed Modified Land Value is the Modified Land Value, then the Modified Land Value will be determined in accordance with the provisions of clause 11.7;
- 11.4 **Application of Reviewed Annual Rent:** The Annual Rent so determined or accepted will be the annual rent from the review date or the date of the Lessor's notice if such notice is given later than three (3) months after the review date;
- 11.5 **Payment of Annual Rent Pending Determination:** Pending the determination of the new Annual Rent, the Lessee will pay the annual rent based on the Modified Land Value specified in the Lessor's notice. Upon determination of the new Annual Rent, an appropriate adjustment will be made;
- 11.6 **Documenting New Annual Rent:** The new Annual Rent at the option of either party may be recorded in a variation of this Lease, the cost of which will be payable by the Lessee.
- 11.7 **Process to Determine New Annual Rent:** Immediately following receipt by the Lessor of the Lessee's notice, under clause 11.3 the parties will endeavour to agree upon the Modified Land Value but if agreement is not reached within twenty eight (28) days, then the Modified Land Value for the Land will be determined by registered valuers acting as experts and not as arbitrators as follows:
- (a) Each party will appoint a valuer and give written notice of the appointment to the other party within twenty eight (28) days of the parties agreeing to so determine the Modified Land Value;
  - (b) The valuers appointed before commencing their determination will appoint an umpire who will be a registered valuer or Solicitor of the High Court. In the event the valuers fail to agree upon an umpire, the appointment of an umpire will be made by the President of the Arbitrators and Mediators Institute of New Zealand Incorporated on the application of either of the valuers;
  - (c) The valuers will determine the Modified Land Value by applying the principles set out in Schedule Three and if they fail to agree then the Modified Land Value will be determined by the umpire;
  - (d) Each party will be given the opportunity to make written or verbal representations to the valuers or the umpire subject to such reasonable time or other limits as the valuers or the umpire may prescribe and they will have regard to any such representations but not be bound by them;

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When the Modified Land Value has been determined, the umpire or valuers will give written notice of the new Modified Land Value to the parties. Any umpire notice will provide how the costs of the determination will be apportioned and will be binding on the parties. Where the Annual Rent is determined by the parties' valuers and not the umpire, the parties will pay their own costs;

**12. RE-ENTRY**

**12.1 No Right of Re-Entry:** Notwithstanding section 218 and clause 12 of Schedule 3 of the Property Law Act 2007, and pursuant to section 217 of that Act, and due to the nature of the Permitted Uses and the need to ensure the ongoing operational integrity and security of the Prison, the Lessor agrees that it may not cancel the Lease because of the breach of any covenant or condition by the Lessee (including a covenant or condition to pay rent).

**13. LESSEE'S RIGHT OF EARLY TERMINATION**

**13.1 Lessee's Ability to Terminate:** The Lessee may, in its sole discretion and without giving any reasons, terminate this Lease by providing no less than twelve months notice in writing at any time to the Lessor.

**13.2 Right to Terminate Without Prejudice to Rights Accrued:** This Lease and the parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have accrued up to the date of termination.

**14. INSURANCE**

**14.1 Lessee Responsible for Insurance:** The Lessee will be responsible for insuring any Lessee's Improvements on the Land.

**14.2 Reinstatement at Lessee's Discretion:** If any of the Lessee's Improvements are damaged or destroyed, then it will be the sole responsibility of the Lessee to decide whether to effect reinstatement or not.

**15. RIGHT OF FIRST REFUSAL FOR LESSOR'S INTEREST**

**15.1 Sale of Premises:** If at any time before the expiry or earlier termination of the Term, the Lessor:

- (a) decides to sell or transfer the Lessor's interest in the Land; or
- (b) receives an offer to purchase the Lessor's interest in the Land and wishes to accept that offer;

the Lessor must immediately give written notice (Lessor's Notice) to the Lessee setting out the terms on which the Lessor wishes to sell the Land, or the terms of the offer received (as the case may be). In the case of the Lessor's desire to sell, the offer must comprise the agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of

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New Zealand and by the Auckland District Law Society, modified as set out in clause 15.8.

- 15.2 **Exercise of Option:** The Lessee will have 90 Working Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor (Lessee's Notice) accepting the offer contained in the Lessor's Notice.
- 15.3 **Lapse of Option:** If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 15.2, then the Lessor may sell or transfer the Lessor's interest in the Land to any other person on no more favourable terms than those previously offered to the Lessee.
- 15.4 **Re offer on Better Terms:** If the Lessor wishes, or agrees, to offer more favourable terms for selling or transfer of the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms, by written notice to the Lessee (Lessor's Second Notice). This offer must comprise the agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District Law Society, modified as set out in clause 15.8.
- 15.5 **Acceptance of Second Offer:** The Lessee will only have 40 Working Days after and excluding the date of receipt of the Lessor's Second Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Lessor's interest in the Land on those more favourable terms, by serving written notice on the Lessor (Lessee's Second Notice) accepting the offer contained in the Lessor's Second Notice.
- 15.6 **Lapse of Second Option:** If the Lessee does not serve the Lessee's Second Notice on the Lessor in accordance with clause 15.5, then the Lessor may sell the Lessor's interest in the Land to any other person (including the party who originally made the offer under clause 15.1.(b), if applicable) on any terms the Lessor thinks fit.
- 15.7 **Formation of Contract:** On the Lessee serving a valid Lessee's Notice or Lessee's Second Notice (as the case may be), the parties will be taken to have entered into a contract for the sale and purchase of the Lessor's interest in the Land on the terms contained in the Lessor's Notice or the Lessor's Second Notice (as the case may be) (Contract).
- 15.8 **Terms of Contract:** The terms of the Contract will be modified as follows:
- (a) **Title:** the Lessee will be deemed to have accepted the title to the Lessor's interest in the Land;
  - (b) **No Requisition:** the provisions of the Contract under which the Lessee has the right to requisition or object to the title to the Lessor's interest in the Land will not apply; and

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- (c) **Completion:** the Lessee will not be required to complete the purchase earlier than three months from the date of service of the Lessee's Notice or Lessee's Second Notice (as the case may be).

16. **BREACH OF COVENANT BY LESSOR**

- 16.1 **Acknowledgement of Significance of Prison:** The Lessor and Lessee acknowledge that the Prison operated on the Land has great significance to the Crown and is a key element of the Crown's law and order function. The Lessor and Lessee agree that the provisions of this clause 16 are intended to reflect this significance and to ensure that the Lessee is able to carry out the Permitted Uses effectively on the Land.
- 16.2 **Consequences of Breach of Covenant by Lessor:** If, in the opinion of the Lessee (acting reasonably) the Lessee is unable to carry out the Permitted Uses on the Land, as a direct result of a breach of the Lessor's covenants and obligations under this Lease, the Lessee may, by notice in writing to the Lessor, specify the breach on which the notice is based and require the Lessor to remedy the breach.
- 16.3 **Failure to Remedy:** If, within 20 Working Days after receipt of a notice from the Lessee under clause 16.2 the Lessor fails to remedy the breach to the Lessee's satisfaction (acting reasonably) the Lessee, without prejudice to any other rights that it may have under this Lease or at common law against the Lessor:
- (a) **Suspend Payment of Rent:** may suspend payment of the Annual Rent payable under this Lease until the breach is remedied or the dispute is resolved, without liability for interest under clause 23 or any other claim; and
- (b) **Dispute:** shall treat the matter as a dispute under clause 18 of this Lease.
- 16.4 **Effect of Suspension of Rent:** The suspension of payment of Annual Rent under clause 16.3(a) by the Lessee will not in any way affect the continuing obligations of the Lessor or the Lessee under this Lease. Suspension of payment of Annual Rent may continue at the Lessee's sole discretion until the breach has been remedied or dispute has been resolved.
- 16.5 **Lessee's Right of Reacquisition:** If, after following the process set out in clauses 16.2, 16.3 and 18 (if necessary) the Lessor has failed to remedy the breach to the Lessee's satisfaction (acting reasonably) the Lessee may, by notice in writing to the Lessor from the Minister of Corrections, elect to reacquire the fee simple interest in the Land.
- 16.6 **Terms of Reacquisition:** The terms of any reacquisition of the fee simple interest in the Land under clause 16.5 will be as follows:

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- (a) **Title:** the Lessee will be deemed to have accepted the title to the Lessor's interest in the Land;
- (b) **No Requisition:** the provisions of the Contract under which the Lessee has the right to requisition or object to the title to the Lessor's interest in the Land will not apply; and
- (c) **Completion:** the Lessee will not be required to complete the purchase earlier than three months from the date of service of notice under clause 16.5; and
- (d) **Purchase Price:** the Purchase Price payable will be the market value of the Land, agreed or determined in accordance with the valuation process set out in Parts 17 and 18 of the Schedule to the Deed of Settlement of Historical Claims of Ngāti Apa (North Island), signed by Ngāti Apa (North Island) and the Crown on [ ] 2008. For the purposes of that process the "notification date" shall be the date of the notice given under clause 16.5. For the avoidance of doubt, the parties agree that, for the purposes of establishing the Purchase Price of the Land for the purposes of this clause, the valuers and arbitrator instructed under the valuation process must be instructed that, in assessing the market value of the Land, no account is to be taken of any Lessee's Improvements or benefit attributed to the Land from a Lessee's Improvement, whether the Lessee's Improvements were constructed before or after the commencement of the Lease.

17. **ENTIRE AGREEMENT**

- 17.1 **Entire Agreement:** This Lease constitutes the entire and complete agreement between the parties in relation to the lease of the Land and no variation will be effective or binding unless it is recorded in writing and executed in the same manner as this Lease.

18. **DIFFERENCES AND DISPUTES**

- 18.1 **Disputes:** If a dispute or difference arises between the Lessor and the Lessee, the dispute must be resolved in accordance with the provisions of this clause.

- 18.2 **Resolution of Disputes:** Nothing in this clause prevents:

- (a) A party seeking urgent injunctive or declaratory relief from a court in connection with a dispute without first having attempted to negotiate or settle the dispute in accordance with this clause;
- (b) The parties meeting at any time to seek to resolve a dispute.

- 18.3 **Notice of Dispute:** If the Lessor or the Lessee becomes aware of a dispute between the Lessor and the Lessee, that party must notify the other party of

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PART 23: LEASEBACKS: WANGANUI PRISON LEASE

the existence and nature of the dispute by serving on the other party a notice setting out detailed particulars of the dispute ("Notice of Dispute").

- 18.4 **Request for Further Information:** A party who receives a Notice of Dispute under clause 18.3 may, within 5 Working Days after such receipt, on reasonable grounds, require the party who served the Notice of Dispute to provide further or more detailed information relating to the dispute.
- 18.5 **Negotiation:** Upon receipt of a Notice of Dispute and, if applicable, the provision of further or more detailed information in relation to the dispute, the parties must negotiate to resolve the dispute as follows:
- (a) **Meeting of Representatives:** One or more representatives of each party will meet, within 10 Working Days of the receipt of the Notice of Dispute or the further information, if any (whichever is later) to discuss and attempt to resolve the dispute; and
  - (b) **Meeting of Chief Executives:** If those representatives do not resolve the dispute within 5 Working Days of their first meeting, then within 10 Working Days of that first meeting, the Chief Executives or Chairpersons of the parties must meet to discuss and attempt to resolve the dispute.
- 18.6 **Appointment of a Mediator:** if a dispute is not resolved within 10 Working Days of the meeting of the Chief Executives or Chairpersons of the parties under clause 18.5(b), then the dispute must be referred to a mediator. The parties must agree upon the selection and appointment of a mediator who will act in respect of the dispute.
- 18.7 **Failure to Appoint Mediator:** If no agreement is reached on the selection and appointment of a mediator within 15 Working Days of the meeting of the Chief Executives or Chairpersons under clause 18.5(b), then either party may request the president of the Arbitrators and Mediators Institute of New Zealand Incorporated to appoint a mediator.
- 18.8 **Initial Mediation Meeting:** The parties must as soon as practicable after notification of the dispute to the mediator, meet in the presence of the mediator to:
- (a) Identify the subject matter of the dispute;
  - (b) Identify the provisions of this Lease relevant to the dispute;
  - (c) Discuss each other's position in relation to the dispute;
  - (d) Listen to any comments made by the mediator; and,
  - (e) Attempt to resolve the dispute by mutual agreement.

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- 18.9 **Mediation:** The mediation will be conducted by the mediator at a time, place and in a manner agreed between the parties or otherwise determined by the mediator.
- 18.10 **Role of Mediator:** The parties agree that the mediator will act as an aid to assist them to resolve the dispute and not as an arbitrator or decider of any matter.
- 18.11 **Costs of Mediation:** The parties will share equally the costs of the mediation unless otherwise agreed by the parties.
- 18.12 **Arbitration:** If the dispute is not resolved by mediation within a further 20 Working Days after the appointment of a mediator, either party may then require the dispute to be referred to arbitration. If this clause is invoked:
- (a) the dispute will be referred to arbitration by a sole arbitrator in accordance with the Arbitration Act 1996;
  - (b) the arbitration will take place in New Zealand; and
  - (c) the award in the arbitration will be final and binding on the parties.
- 18.13 **Time Limits:** The parties may agree to extend any of the time limits in this clause.
- 18.14 **Appointment of Arbitrator:** If the parties are unable to agree on the arbitrator, an arbitrator will be appointed, upon the request of any party, by the President of the Arbitrators and Mediators Institute of New Zealand Incorporated. That appointment will be binding on all parties to the arbitration with no right of appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject to this clause and varied accordingly.
- 18.15 **Rent Review Excluded:** This clause does not apply to any rent review under clause 11.
- 18.16 **Purchase Price on Reacquisition Excluded:** This clause does not apply to the determination of the Purchase Price under clause 16.6(d).
19. **NOTICES**
- 19.1 **Service of Notices:** Any notice or document required or authorised to be given or served under this Lease may be given or served unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
- (a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
  - (b) by personal delivery, or by posting by registered mail or ordinary mail, or by facsimile, or by email to the address of the party to be notified, as

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set out in Schedule One, or to such other address as either party may notify to the other in writing.

19.2 **Time of Service:** Any notice or other document will be treated as given or served and received by the other party:

- (a) **Delivery:** when received by the addressee;
- (b) **Post:** three Working Days after being posted to the addressee's last known address in New Zealand;
- (c) **Facsimile:** on completion of an error free transmission, when sent by facsimile; or
- (d) **Email:** when acknowledged by the addressee by return email or otherwise in writing.

19.3 **Signature of Notices:** Any notice or document to be given or served under this Lease must be in writing and may be signed by:

- (a) **Attorney etc:** any attorney, officer, employee or solicitor for the party serving or giving the notice; or
- (b) **Authorised Person:** the party serving the notice or any other person authorised by that party.

20. **PROPERTY LAW ACT**

The covenants and powers contained in clauses 4, 5, 6, 9, 10, 11 and 12 of Part 2 and clause 13 of Part 3 of Schedule 3 of the Property Law Act 2007 will not be implied in this Lease and are expressly negated.

21. **REGISTRATION OF LEASE**

21.1 **Lease to be Registered:** The parties agree that this Lease will be registered against the Computer Freehold Registers for the Land under the provisions of the Land Transfer Act 1952 at the expense of the Lessee. The Lessor consents to the Lessee caveating the Computer Freehold Registers for the Land to protect the Crown's interest prior to registration.

22. **COSTS**

22.1 **Parties to Pay Own Costs:** The parties will pay their own costs of and incidental to the negotiation, preparation and execution of this Lease.

22.2 **Lessee to Pay Costs of Variation, Renewal or Surrender:** The Lessee will pay the Lessors' costs of and incidental to the negotiation, preparation and execution of any variation (where a variation is requested by the Lessee), renewal or surrender of this Lease or the obtaining of any consents or approvals associated with this Lease.

23. **INTEREST**

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PART 23: LEASEBACKS: WANGANUI PRISON LEASE

23.1 **Interest Payable:** If the Lessee fails:

- (a) to pay any instalment of rent or other sum of money payable by the Lessee to the Lessor under this Lease within 14 days of the day on which it fell due; or
- (b) to pay to the Lessor upon demand any amount paid by the Lessor to remedy any default by the Lessee of the Lessee's obligations under this Lease within 14 days from the date the demand is received by the Lessee

then any amount outstanding will bear interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for overdraft accommodation plus a margin of 4% accruing on a daily basis from the due date from payment or the due date of payment by the Lessor (as the case may be) to the date the outstanding amount is paid by the Lessee. The Lessor will be entitled to recover such interest in the same manner as if it were rent in arrears.

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SCHEDULE ONE

- Commencement Date:** [to be completed]
- Initial Term:** [Fifty years]
- Termination Date:** [to be completed - 50 years from Commencement Date subject to the Lessee's right of earlier termination in clause 14.1]
- Subsequent Terms:** perpetual rights of renewal of fifty years each from [insert date which is the day after the expiry date of the Initial Term] and each fiftieth yearly anniversary after that date
- Annual Rent:**
- (a) [to be completed] plus GST for the first five years of the Initial Term from [x] to [y];
  - (b) [to be completed] plus GST for the second five years of the Initial Term from [a] to [b];
- then to be determined in accordance with the procedure set out in section 11 of the Lease.
- Rent Review Dates:** Five yearly from the Commencement Date (with the first such review date being on the tenth anniversary of the Commencement Date)
- Permitted Uses:**
- (a) a prison as defined in section 2 of the Corrections Act 2004, including (but not limited to) a men's facility, women's facility, open facility, child youth and family service facility, refugee facility, and mental health facility; and
  - (b) ancillary prison or Ministry of Justice related uses, including forestry, farming, horticulture or agriculture operations, and Corrections Inmate Employment business initiatives and such other reasonable ancillary uses deemed necessary from time to time by the Lessee for the operation of a prison on the Land; and
  - (c) emergency use by the Crown or local authority as part of disaster recovery operations; and

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- (d) provision for a secondary use for government works under the Public Works Act 1981 if part of the Land (but not a significant part being more than half of the Land) is not required for prison purposes.

**Lessor's Contact Details:** [Name]  
[Physical Address]  
[Postal Address]  
[Fax Number]  
[Email Address]

**Lessees Contact Details:** Department of Corrections  
Mayfair House  
44-52 The Terrace  
Private Box 1206  
Wellington  
Facsimile: [                    ]  
Email: [                        ]

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SCHEDULE TWO

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SCHEDULE THREE

VALUATION PRINCIPLES

The Modified Land Value at any time is to be determined by applying the following valuation process:

1. Recent sales of pastoral grazing units of greater than 35 hectares recorded in the Wanganui and Rangitikei Districts (or Manawatu District if insufficient sales are available) over the [six] months prior to the valuation are to be investigated.
2. An analysis of each sale is to be completed, allowing for variables such as; land areas, soil type, extent of structural improvements, and level of development, shelter, site development and time.
3. From the sales evidence rates per hectare in respect of the Modified Land Value are to be analysed.
4. The Modified Land Value is the state of the Land being improved beyond its native or natural state using fencing, cultivation, fertiliser, modified grass cultivars, pasture and stock management but excluding reticulated stock water, irrigation or permanent crops (forestry or other crops) and any Lessees Improvements or benefit attributed to the Land from a Lessee Improvement, whether the Lessee's improvements were constructed before or after the commencement of the Lease.
5. The Modified Land Value is to be determined at all times by reference to the Modified Land Value of the Land as pastoral land, with a productive and economic life of more than ten years duration and utilised for livestock grazing having regard to the above factors and ignoring the existence or otherwise of any leases or occupancy of the land, mortgage or other charge against the land.
6. The Modified Land Value will also assume that the land is zoned for pastoral use (whether so zoned or not) excluding any other zonings or designations that may be in place during the Term of the Lease.
7. The analysed Modified Land Value per hectare is to be applied across the Land to derive the total Modified Land Value from which the rental is to be assessed under clause 11.1
8. [The value of other pastoral land in the Wanganui and Rangitikei areas.]

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**PART 24**

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**RFR DEED**

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**PART 24: CROWN RFR DEED**

**(Clause 7.42)**

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DEED GRANTING A RIGHT OF FIRST REFUSAL

THIS DEED is made

BETWEEN

[Insert the name of, or, in the case of a trust, other appropriate details about, the Governance Entity] (the "Governance Entity")

AND

HER MAJESTY THE QUEEN in right of New Zealand (the "Crown").

BACKGROUND

- A. Ngāti Apa (North Island) and the Crown are parties to a deed of settlement (the "Deed of Settlement") to settle the Historical Claims of Ngāti Apa (North Island) dated [Insert the date of the Deed of Settlement].
- B. Under clauses 7.42 and 7.43 of the Deed of Settlement, it was agreed that (if that Deed of Settlement became unconditional) the Crown and the Governance Entity would enter into this Deed.
- C. The Deed of Settlement has become unconditional.

IT IS AGREED as follows:

1. NOTICE TO BE GIVEN BEFORE DISPOSING OF AN RFR PROPERTY

**Crown must give RFR Notice**

- 1.1 The Crown must, before Disposing of an RFR Property, give an RFR Notice to the Governance Entity in respect of the property.

**Crown may withdraw RFR notice**

- 1.2 The Crown may withdraw an RFR Notice at any time before the Governance Entity accepts under clause 2.1 the offer in that notice.
- 1.3 If the Crown withdraws an RFR Notice, this Deed still applies to the RFR Property and, in particular, the Crown must give another RFR Notice to the Governance Entity before it Disposes of the RFR Property.

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2. **ACCEPTANCE BY THE GOVERNANCE ENTITY**

**Acceptance**

- 2.1 If the Governance Entity accepts by Notice to the Crown, by the Expiry Date, the offer set out in an RFR Notice, a contract for the Disposal of the RFR Property (an "RFR Property Contract") is constituted between the Crown and the Governance Entity at the price and on the terms and conditions set out in the RFR Notice.

**Transfer**

- 2.2 If an RFR Property Contract is constituted between the Crown and the Governance Entity under clause 2.1, the Crown will transfer the RFR Property to:

2.2.1 the Governance Entity; or

2.2.2 a person nominated by the Governance Entity (a "Nominated Transferee") under clause 2.3.

- 2.3 The Governance Entity may nominate a Nominated Transferee by:

2.3.1 giving Notice to the Crown at least 10 Business Days before settlement of the relevant RFR Property Contract is due; and

2.3.2 including in that Notice:

(a) the name of the Nominated Transferee; and

(b) all other relevant details about the Nominated Transferee.

- 2.4 If the Governance Entity nominates a Nominated Transferee under clause 2.3, the Governance Entity remains liable for all the Governance Entity's obligations under the relevant RFR Property Contract.

3. **NON-ACCEPTANCE BY THE GOVERNANCE ENTITY**

- 3.1 If:

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

3.1.2 the Governance Entity does not accept the offer set out in the RFR Notice by Notice to the Crown by the Expiry Date,

the Crown:

3.1.3 may, at any time during the period of two years from the Expiry Date, Dispose of the RFR Property if the price, and the other terms and conditions of the Disposal, are not more favourable to the purchaser or lessee than the price, and other terms and conditions, set out in the RFR Notice to the Governance Entity; but

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3.1.4 must, promptly after entering into an agreement to Dispose of the RFR Property to a purchaser or lessee, give Notice to the Governance Entity of:

- (a) that fact; and
- (b) the terms of that agreement; and

3.1.5 must not Dispose of the RFR Property after the end of the period of two years after the Expiry Date without first giving an RFR Notice to the Governance Entity under clause 1.1.

**4. RE-OFFER REQUIRED**

4.1 If:

4.1.1 the Crown gives the Governance Entity an RFR Notice;

4.1.2 the Governance Entity does not accept the offer set out in the RFR Notice by Notice to the Crown by the Expiry Date; and

4.1.3 the Crown, during the period of two years from the Expiry Date, intends to Dispose of the RFR Property but at a price, or on other terms and conditions, more favourable to the purchaser or lessee than the terms and conditions in the RFR Notice,

the Crown may do so only if it first offers the RFR Property for Disposal on those more favourable terms and conditions to the Governance Entity in another RFR Notice under clause 1.1.

**5. TERMS OF THIS DEED NOT TO AFFECT CERTAIN RIGHTS AND RESTRICTIONS**

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

5.1.1 the terms of a gift, endowment, or trust relating to an RFR Property existing before the Settlement Date;

5.1.2 the rights of a holder of a mortgage over, or of a security interest in, an RFR Property;

5.1.3 any requirement at common law or under legislation that:

- (a) must be complied with before an RFR Property is Disposed of to the Governance Entity; or
- (b) the Crown must Dispose of an RFR Property to a third party; and

5.1.4 any feature of the title to an RFR Property that prevents or limits the Crown's right to Dispose of the RFR Property to the Governance Entity; and

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5.1.5 any legal requirement that:

- (a) prevents or limits the Crown's ability to Dispose of an RFR Property to the Governance Entity; and
- (b) the Crown cannot satisfy after taking reasonable steps to do so (and, for the avoidance of doubt, reasonable steps do not include introducing a change to, or changing, the law).

**6. THIS DEED DOES NOT APPLY IN CERTAIN CASES**

**Disposal to certain persons are exempt**

6.1 Clause 1.1 does not apply if the Crown is Disposing of an RFR Property to:

6.1.1 the Governance Entity or a Nominated Transferee;

6.1.2 a person to give effect to this Deed or to the Deed of Settlement;

6.1.3 a person by way of gift for charitable purposes;

6.1.4 the existing tenant of a house on the RFR Property that is held on the Settlement Date for education purposes;

6.1.5 the lessee under a lease of the RFR Property if such Disposal is constituted by a grant of a new lease to the lessee under a right of, or option for, renewal, or under another right of the lessee to take a further lease under the provisions of the lease;

6.1.6 a person under a Disposal arising from a legal requirement on the Crown to consent to an assignment, subletting or other parting with possession of the RFR Property (or a part of it) at the request of the lessee of the RFR Property or otherwise;

6.1.7 a person who is being granted a lease of the RFR Property in accordance with a legal right created on or before the Settlement Date;

6.1.8 the lessee under a lease of an RFR Property granted, on or before the Settlement Date (or granted after that date but in renewal of a lease granted on or before that date), under:

- (a) section 67 of the Land Act 1948;
- (b) section 93(4) of the Land Act 1948; or
- (c) the Crown Pastoral Land Act 1998;

6.1.9 a person under:

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NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 24: CROWN RFR DEED

- (a) sections 40(2) or 41 of the Public Works Act 1981 (or those sections as applied by any other legislation); or
  - (b) section 40(4) of the Public Works Act 1981 (or that sub-section as applied by section 41 of the Public Works Act 1981 or by any other legislation);
  - (c) an order of the Maori Land Court under section 41(e) of the Public Works Act 1981 and section 134 of Te Ture Whenua Maori Act 1993;
  - (d) section 105(1) of the Public Works Act 1981;
  - (e) section 117(3) of the Public Works Act 1981 (other than a person to whom the land is being Disposed of under the words "may be dealt with as Crown land under the Land Act 1948" in paragraph (b) of that section); or
  - (f) section 119(2) of the Public Works Act 1981;
- 6.1.11 a person under section 206 of the Education Act 1989;
- 6.1.12 a person under section 355(3) of the Resource Management Act 1991;
- 6.1.13 a person under:
- (a) sections 16A or 24E of the Conservation Act 1987;
  - (b) section 15 of the Reserves Act 1977;
  - (c) sections 26 or 26A of the Reserves Act 1977, or any other legislation where a reserve is being vested, if:
    - (i) the reserve is vested in another person to hold and administer as a reserve under the Reserves Act 1977; and
    - (ii) the reserve would revert to the Crown if its status as a reserve was revoked;
  - (d) section 93(4) of the Land Act 1948; or
  - (e) legislation that:
    - (i) excludes the RFR Property from a national park within the meaning of the National Parks Act 1980; and
    - (ii) authorises the RFR Property to be Disposed of in consideration or part consideration for other land to be held or administered under the Conservation Act 1987, the National Parks Act 1980 or the Reserves Act 1977; or

NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 24: CROWN RFR DEED

- 6.1.14 a person who, immediately before the Disposal, holds a legal right created on or before the Settlement Date to:
- (a) purchase the RFR Property or be granted a lease of the RFR Property the term of which, including rights of renewal or of extension provided by the lease, is or could be for 50 years or longer; or
  - (b) be offered the opportunity to purchase the RFR Property or be granted a lease of the RFR Property the term of which, including rights of renewal or of extension provided by the lease, is or could be for 50 years or longer.

**Disposal to Crown Body exempt**

- 6.2 Clause 1.1 does not apply to the Disposal of an RFR Property to a Crown Body, if that Crown Body takes that RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the Governance Entity in the form set out in schedule 1.
- 6.3 A Crown Body to whom an RFR Property is being disposed of under clauses 3, 5 or 6.1 is not required to enter into a deed under clause 6.2.

**Disposal for public works exempt**

- 6.4 Clause 1.1 does not apply to the Disposal of an RFR Property to a local authority under section 50 of the Public Works Act 1981, if that local authority takes that RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the Governance Entity in the form set out in schedule 1.
- [6.5 Clause 1.1 does not apply to the Disposal of an RFR Property which:
- 6.5.1 immediately before the Disposal is held by the Crown for a public work (as defined in the Public Works Act 1981); and
  - 6.5.2 after the Disposal will be held or used for the purpose or activity which, immediately before the Disposal, constituted the public work,]

if the person to whom the RFR Property is Disposed of takes the RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the Governance Entity in the form set out in schedule 2.

- 6.6 A local authority, or a person, to whom an RFR Property is being Disposed of under clauses 3, 5 or 6.1 is not required to enter into a deed under clauses 6.4 or 6.5.

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**Governance Entity to consent**

6.7 The Governance Entity must sign a deed in the form set out in schedule 1 or schedule 2 if:

6.7.1 that deed is provided to it for signature; and

6.7.2 clause 6.2.1, 6.4 or 6.5 (as the case may be) applies.

**Disposal of or by Crown Body**

6.8 Nothing in this Deed:

6.8.1 affects or limits the right of the Crown or a Crown Body to sell or dispose of a Crown Body; or

6.8.2 requires an offer to the Governance Entity in respect of such sale or disposal before that Crown Body is sold or disposed of.

**7. NOTICE OF CERTAIN DISPOSALS**

7.1 The Crown must give the Governance Entity notice of the disposal of an RFR Property by the landowner to a person other than the Governance Entity.

7.2 The notice must be given at least 20 Business Days before the disposal.

7.3 The notice must:

7.3.1 include a legal description of the RFR Property, including any encumbrances affecting it; and

7.3.2 include a street address for the RFR Property (if applicable); and

7.3.3 identify the person to whom the RFR Property is being disposed of; and

7.3.4 explain how the disposal complies with clause 5 or clause 6; and

7.3.5 include a copy of any written contract for the disposal.

**8. TIME LIMITS**

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

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

9. **TERM OF RIGHT OF FIRST REFUSAL**

**Term of RFR**

- 9.1 The obligations of the Crown set out in this Deed begin on the Settlement Date (even if the Governance Entity signs this Deed after that date) and end 50 years after the Settlement Date.

**RFR ends on Disposal which complies with this Deed**

- 9.2 The obligations of the Crown under this Deed end in respect of each RFR Property if:

9.2.1 an RFR Property Contract is constituted between the Crown and the Governance Entity in relation to that property; or

9.2.2 the Crown transfers the estate in fee simple of the RFR Property to a third party in accordance with this Deed.

10. **DISPOSAL OF MORE THAN ONE PROPERTY**

- 10.1 An offer made by the Crown under clause 1.1 may be in respect of more than one RFR Property, but this Deed applies to that offer as if all the RFR Properties included in the offer were a single RFR Property.

11. **NOTICES**

- 11.1 The provisions of this clause apply to Notices under this Deed:

***Notices to be signed***

- 11.1.1 the Party giving a Notice must sign it;

***Notice to be in writing***

- 11.1.2 a Notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

***Addresses for notice***

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

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NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 24: CROWN RFR DEED

*The Crown:*

The Solicitor-General  
Crown Law Office  
Level 10  
Unisys House  
56 The Terrace  
(PO Box 2858)  
WELLINGTON

Facsimile No: 04 473-3482;

*Governance Entity:*

*[Insert the name and address  
of the Governance Entity]*

***Delivery***

11.1.4 delivery of a Notice may be made:

- (a) by hand;
- (b) by post with pre-paid postage; or
- (c) by facsimile;

***Timing of delivery***

11.1.5 a Notice delivered:

- (a) by hand will be treated as having been received at the time of delivery;
- (b) by pre-paid post will be treated as having been received on the second day after posting; or
- (c) by facsimile will be treated as having been received on the day of transmission; and

***Deemed date of delivery***

11.1.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 11.1.5) be treated as having been received on the next Business Day.

**12. AMENDMENT**

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

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13. NO ASSIGNMENT

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

14. DEFINITIONS AND INTERPRETATION

**Definitions**

14.1 In this Deed, unless the context requires otherwise:

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

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

**Control**, for the purposes of subclause (c) of the definition of Crown Body, means:

- (a) in relation to a company, control of the composition of the board of directors of the company; and
- (b) in relation to any other body, control of the composition of the group that would be the board of directors if the body was a company;

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

**Crown Body** means:

- (a) a Crown entity (as defined in section 7(1) of the Crown Entities Act 2004) and includes the New Zealand Railways Corporation;
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986);
- (c) a company or body which is wholly-owned or Controlled by:
  - (i) the Crown, a Crown entity or a State enterprise; or
  - (ii) a combination of the Crown, a Crown entity, Crown entities, a State enterprise or State enterprises; and
- (d) a subsidiary of, or related company to, a company or body referred to in paragraph (c) of this definition;

**Deed** means this Deed giving a right of first refusal over RFR Properties;

Handwritten initials and a signature.

NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 24: CROWN RFR DEED

**Deed of Settlement** means the Deed of Settlement referred to in clause A of the Background to this Deed;

**Dispose:**

- (a) means to:
- (i) transfer or vest the fee simple estate in the land; or
  - (ii) grant a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), for 50 years or longer; but
- (b) to avoid doubt, does not include to:
- (i) mortgage, or give a security interest in, the land; or
  - (ii) grant an easement over the land; or
  - (iii) consent to an assignment of a lease, or to a sub-lease, of the land; or
  - (iv) remove an improvement, fixture or fitting from the land;

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

**Nominated Transferee** has the meaning set out in clause 2.2.2;

**Notice** means a notice or other communication given under clause 11 and "**Notify**" has a corresponding meaning;

**Party** means the Governance Entity or the Crown;

**RFR Notice** means a written notice to the Governance Entity which offers to Dispose of the RFR Property to the Governance Entity at the price and on the terms and conditions set out in that notice;

**RFR Property** means each of the properties listed in Schedule 3;

**RFR Property Contract** has the meaning set out in clause 2.1; and

**Settlement Date** has the same meaning as under the Deed of Settlement and is *[insert date]*.

**Interpretation**

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

14.2.1 terms or expressions that are not defined in this Deed but are defined in the Deed of Settlement have the meaning in this Deed that they have in the Deed of Settlement;





**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 24: CROWN RFR DEED**

- 14.2.2 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- 14.2.3 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;
- 14.2.4 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- 14.2.5 the singular includes the plural and vice versa;
- 14.2.6 words importing one gender include the other genders;
- 14.2.7 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;
- 14.2.8 a reference to a document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
- 14.2.9 a reference to a schedule is a schedule to this Deed;
- 14.2.10 a reference to a monetary amount is to New Zealand currency;
- 14.2.11 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 14.2.12 a reference to a person includes a corporation sole and a body of persons, whether corporate or unincorporate;
- 14.2.13 a reference to a date on which something must be done includes any other date which may be agreed in writing between the Governance Entity and the Crown;
- 14.2.14 where something must be done by or on a date that is not a Business Day, that thing must be done by or on the next Business Day after that day; and
- 14.2.15 a reference to time is to New Zealand time.

NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 24: CROWN RFR DEED

SIGNED as a deed on [                      ]

*[Insert signing provisions for the Governance Entity]*

**WITNESS**

\_\_\_\_\_

Name:

Occupation:

Address:

NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 24: CROWN RFR DEED

**SIGNED** for and on behalf of **HER  
MAJESTY THE QUEEN** in right of  
New Zealand by the Minister  
[in Charge of Treaty  
of Waitangi Negotiations] in the  
presence of:

**WITNESS**

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

Occupation:

Address:



NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 24: CROWN RFR DEED

SCHEDULE 1

*(Clauses 6.2 and 6.4 of this Deed)*

DEED OF COVENANT

THIS DEED is made

**BETWEEN**

*[Insert the name of, or, in the case of a trust, other appropriate details about, the Governance Entity] (the "Governance Entity")*

**AND**

*[Insert the name of the person who is Disposing of the property under clauses 6.2 or 6.4] (the "Current Owner")*

**AND**

*[Insert the name of the Crown Body or the local authority to which the property is being Disposed of under clauses 6.2 or 6.4] (the "New Owner")*

**BACKGROUND**

- A. The Current Owner intends to Dispose of the property described in the schedule to this Deed (the "Property") to the New Owner.
- B. The Property is subject to a deed giving a right of first refusal dated [ ] between the Crown and the Governance Entity (the "Principal Deed").
- C. Under clause [6.2.1] [6.4] *[delete the inapplicable clause]* of the Principal Deed, the Current Owner must, before Disposing of the Property to the New Owner, obtain a deed in this form from the New Owner in favour of the Governance Entity ensuring that the New Owner takes the Property subject to the Principal Deed. This Deed is entered into to give effect to the Current Owner's obligation.

**IT IS AGREED** as follows:

**1. TRANSFER BY CURRENT OWNER**

- 1.1 The Current Owner transfers to the New Owner (with effect from the Transfer Date) all its rights and obligations (being the rights and obligations of the Crown) under the Principal Deed in so far as they relate to the Property.

**2. ACCEPTANCE BY NEW OWNER**

- 2.1 The New Owner, for the benefit of the Current Owner and the Governance Entity, accepts the Transfer.

*py 5*

3. **CONSENT AND RELEASE BY THE GOVERNANCE ENTITY**

- 3.1 The Governance Entity consents to the Transfer and releases the Current Owner (with effect from the Transfer Date) from all of its obligations under the Principal Deed in so far as they relate to the Property.

4. **CERTAIN DISPOSALS BY NEW OWNER NOT AFFECTED**

- 4.1 [Nothing in this Deed affects or limits:

4.1.1 where the New Owner is a Crown Body the ability of the New Owner to Dispose of the Property to another Crown Body or Crown Bodies, or back to the Crown, subject in the case of a Disposal to a Crown Body to it entering into a Deed in the form set out in Schedule 1 to the Principal Deed (with appropriate amendments) except where clauses 3, 5 or 6.1 of the Principal Deed apply; or

4.1.2 where the New Owner is a local authority, as transferee of the Property in accordance with clause 6.4, the ability of the New Owner to Dispose of that Property back to the Crown.]

5. **DEFINITIONS AND INTERPRETATION**

**Defined Terms**

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

**Principal Deed** has the meaning set out in clause B of the Background to this Deed;

**Property** has the meaning set out in clause A of the Background to this Deed;

**Transfer** means the transfer described in clause 1; and

**Transfer Date** means the date on which the Current Owner Disposes of the Property to the New Owner.

- 5.2 Terms or expressions that are not defined in this Deed, but are defined in the Principal Deed, have the same meanings in this Deed.

**Interpretation**

- 5.3 The rules of interpretation set out in clause 14.2 of the Principal Deed also apply to the interpretation of this Deed.

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NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 24: CROWN RFR DEED

SIGNED as a deed on [     ]

*[Insert signing provisions for the Governance Entity, the New Owner and the Current Owner]*

*13*  
*P. J.*

**SCHEDULE 2**

*(Clause 6.5 of this Deed)*

**DEED OF COVENANT**

**THIS DEED** is made

**BETWEEN**

*[Insert the name of, or, in the case of a trust, other appropriate details about, the Governance Entity] (the "Governance Entity")*

**AND**

*[Insert the name of the person who is Disposing of the property under clause 6.5] (the "Current Owner")*

**AND**

*[Insert the name of the person to whom the property is being Disposed of under clause 6.5] (the "New Owner")*

**BACKGROUND**

- A. The Current Owner intends to Dispose of the property described in the schedule to this Deed (the "Property") to the New Owner.
- B. The Property is subject to a deed giving a right of first refusal dated [       ] between the Crown and the Governance Entity (the "Principal Deed").
- C. Under clause 6.5 of the Principal Deed, the Current Owner must, before Disposing of the Property to the New Owner, obtain a deed in this form from the New Owner in favour of the Governance Entity ensuring that the New Owner takes the Property subject to the Principal Deed. This Deed is entered into to give effect to the Current Owner's obligation.

**IT IS AGREED** as follows:

**1. TRANSFER BY CURRENT OWNER**

- 1.1 The Current Owner transfers to the New Owner (with effect from the Transfer Date) all its rights and obligations (being the rights and obligations of the Crown) under the Principal Deed in so far as they relate to the Property.

**2. ACCEPTANCE BY NEW OWNER**

- 2.1 The New Owner, for the benefit of the Current Owner and the Governance Entity, accepts the Transfer.

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3. **CONSENT AND RELEASE BY GOVERNANCE ENTITY**

- 3.1 The Governance Entity consents to the Transfer and releases the Current Owner (with effect from the Transfer Date) from all of its obligations under the Principal Deed in so far as they relate to the Property.

4. **OBLIGATION TO MAKE OFFER**

**Request by the Governance Entity**

- 4.1 The Governance Entity may give written notice to the New Owner requesting the New Owner to give an RFR Notice under clause 1.1 of the Principal Deed.

**RFR Notice to be given if Property no longer required**

- 4.2 The New Owner must give an RFR Notice under clause 1.1 of the Principal Deed if, on the date of receipt by the New Owner of a notice under clause 4.1, the Property is no longer being held or used for the purpose or activity which, immediately before the Disposal to the New Owner, constituted the public work referred to in clause 6.5 of the Principal Deed.

- 4.3 Clause 1.2 of the Principal Deed does not apply to a notice under clause 4.1.

**Frequency of requests**

- 4.4 A notice under clause 4.1 may not be given within 3 years of:

4.4.1 the Transfer Date; or

4.4.2 the date of receipt by the New Owner of the last notice under clause 4.1.

5. **DEFINITIONS AND INTERPRETATION**

**Defined Terms**

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

**Principal Deed** has the meaning set out in clause B of the Background to this Deed;

**Property** has the meaning set out in clause A of the Background to this Deed;

**Transfer** means the transfer described in clause 1; and

**Transfer Date** means the date on which the Current Owner Disposes of the Property to the New Owner.



NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 24: CROWN RFR DEED

- 5.2 Terms or expressions that are not defined in this Deed, but are defined in the Principal Deed, have the same meanings in this Deed.

**Interpretation**

- 5.3 The rules of interpretation set out in clause 14.2 of the Principal Deed also apply to the interpretation of this Deed.

**SIGNED** as a deed on [                      ]

*[Insert signing provisions for the Governance Entity, the New Owner and the Current Owner]*

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**NGĀTI APA (NORTH ISLAND) SCHEDULE**

**PART 24: CROWN RFR DEED**

**SCHEDULE 3**

*(Clause 14 of this Deed)*

**RFR PROPERTY**

<b>Property Name</b>	<b>Legal Description</b>  (All properties held within the Wellington Land District)	<b>Location</b>
RNZAF Base Ohakea	Sections 45, 57, 58, 62, 64, 73, 74, 75 and Part Sections 49, 55, 59, 53, 56 Block XV Rangitoto SD, Lot 1 DP 14231, Lot 1 and Part Lot 2 DP 4423, Lot 2 DP 12916, Lots 1, 2 and 3 DP 7831, Lot 1 DP 21753, Part Sections 12, 14, 19 and 61 Town of Sandon, and Closed road (SO 2977)	State Highway 1, Bulls
Bulls Police Station	Lot 15 and Part Lot 25, Block B, Deeds Plan 44	Bridge Street, Bulls
Turakina School	Section 79 Turakina District and Lots 1, 2, 3 and 4 and Part Lot 5 DP 11493	Main Highway, RD 11, Turakina
Whangaehu School	Lots 1 and 2 DP 3118	Ruatangata Road, Whangaehu
Marton Police House	Section 137 Rangitikei Agricultural Reserve	Stewart Street, Marton

*Handwritten initials/signature*

**PART 25**

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**DEED OF COVENANT**

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P. 1

## DEED OF COVENANT

### (Clause 9.1.2)

**THIS DEED** is made

**BETWEEN**

*[Insert the name of the governance entity]* (the "governance entity")

**AND**

**THE SOVEREIGN** in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations (the "Crown")

#### BACKGROUND

- A. Under a deed of settlement dated [ ] between Ngāti Apa (North Island) 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 an entity to be established under clause 9.1.1 of the deed of settlement.
- B. The governance entity was established on [date] as the entity to:
- be established by Ngāti Apa (North Island) under clause 9.1.1 of the deed of settlement; and
  - receive the redress to be provided to the governance entity under the deed of settlement.
- C. As required by clause 9.1.2 of the deed of settlement, the governance entity enters into this deed with the Crown.

**IT IS AGREED** as follows:

#### 1 CONFIRMATION OF RATIFICATION

- 1.1 The governance entity confirms that it has been ratified by Ngāti Apa (North Island) (by a ratification process agreed in writing by the Crown and the [Mandated Signatories] as agent for Ngāti Apa (North Island)) as an appropriate entity to receive the redress that is to be provided to it under the deed of settlement.

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PART 25: DEED OF COVENANT

**2 COVENANT**

2.1 The governance entity covenants with the Crown that, from the date of this deed, the governance entity:

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;

2.1.2 must comply with all the obligations of the governance entity under the deed of settlement; and

2.1.3 is bound by the terms of the deed of settlement.

**3 RATIFICATION AND CONFIRMATION OF ACKNOWLEDGEMENTS AND ACTIONS**

3.1 The governance entity ratifies and confirms:

3.1.1 all acknowledgements and agreements made by Ngāti Apa (North Island) in the deed of settlement; and

3.1.2 all rights and powers exercised, all waivers given, all amendments agreed to, and any other actions taken in relation to the deed of settlement, by [ ] and agrees to be bound by them.

**4 NOTICES**

4.1 Notices to the governance entity and to the Crown may be given in the same manner as provided in clause 11.4 of the deed of settlement.

4.2 The governance entity's address where notices may be given is: *[Details to be inserted]*.

**5 INTERPRETATION**

5.1 Unless the context requires otherwise:

5.1.1 terms or expressions defined in the deed of settlement have the same meanings in this deed; and

5.1.2 the rules of interpretation in the deed of Settlement apply (with all appropriate changes) to this deed.

**SIGNED** as a deed on [ ]

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P.J.

NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 25: DEED OF COVENANT

*[Insert appropriate signing provisions for the governance entity]*

WITNESS

\_\_\_\_\_

Name:

Occupation:

Address:

**SIGNED** for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister in Charge of Treaty of Waitangi Negotiations in the presence of:

\_\_\_\_\_

Name:

Occupation:

Address:

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P.Y.

PART 26

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TAX

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Handwritten marks: a stylized symbol resembling a triangle with a horizontal line, and the initials "P.J."

**1 STATEMENT OF AGREED TAX PRINCIPLES**

1.1 The parties agree that:

1.1.1 the payment, credit or transfer of redress by the Crown to the governance entity is made as redress to settle the historical claims and is not intended to be, or to give rise to:

- (a) a taxable supply for GST purposes; nor
- (b) assessable income for income tax purposes; nor
- (c) a dutiable gift for gift duty purposes;

1.1.2 neither the governance entity, nor any other person associated with the governance entity, will claim an input credit (for GST purposes) or a deduction (for income tax purposes) with reference to the payment, credit or transfer by the Crown of any redress;

1.1.3 the transfer of any deferred selection property or any RFR property by the Crown in accordance with this deed, is intended to be a taxable supply for GST purposes; and furthermore neither the exercise by the governance entity of rights to acquire such properties nor the transfer or acquisition of such properties by the governance entity is subject to indemnification for tax by the Crown under this deed;

1.1.4 any interest paid by the Crown under any provision of this deed is either assessable income or exempt income, for income tax purposes, depending on the recipient's status for income tax purposes; and, furthermore, the receipt or payment of such interest is not subject to indemnification for tax by the Crown under this deed;

1.1.5 any amounts payable to or received by the governance entity under or in respect of a Crown forestry licence (irrespective of whether such amounts are payable by or received from the Crown, the Crown Forest Rental Trust or any other person) and any accumulated interest thereon:

- (a) are to be treated in accordance with ordinary taxation principles; and,
- (b) the receipt or payment of any such amounts is not subject to indemnification for tax by the Crown under this deed;

1.1.6 any indemnity payment by the Crown to the governance entity is not intended to be, or to give rise to:

- (a) a taxable supply for GST purposes; nor
- (b) assessable income for income tax purposes; and



PART 26: TAX

- 1.1.7 the governance entity (at all applicable times) is or will be a registered person for GST purposes (except if the governance entity is not carrying on a taxable activity as that term is defined by the Goods and Services Tax Act 1985).

**2 ACKNOWLEDGEMENTS**

2.1 For the avoidance of doubt, the parties acknowledge:

2.1.1 that the tax indemnities given by the Crown in this part, and the principles and acknowledgements in clauses 1.1 and 2.1 respectively:

- (a) apply only to the receipt by the governance entity of redress and indemnity payments; and
- (b) do not apply to any subsequent dealings, distributions, payments, uses or applications by the governance entity, or any other persons, with or of redress or indemnity payments;

2.1.2 each obligation to be performed by the Crown in favour of the governance entity under this deed is performed as redress to settle the historical claims and without charge to, or consideration to be provided by, the governance entity or any other person, provided that this clause 2.1.2:

- (a) does not extend to the obligations to be performed by the Crown in respect of any deferred selection property or any RFR property;
- (b) does not affect the obligation of the governance entity to pay the purchase price relating to a deferred selection property under an agreement for the sale and purchase of the deferred selection property; and
- (c) does not affect the obligation of the governance entity to pay the purchase price relating to an RFR property under a contract for the disposal of the RFR property.

2.1.3 without limiting clause 2.1.2, no covenant, easement, lease, licence or other right or obligation which this deed records that does or shall apply to or in respect of any item of redress, shall be treated as consideration (for GST or any other purpose), for the transfer of such redress by the Crown to the governance entity;

2.1.4 without limiting clause 2.1.2, the payment of amounts, and the bearing of costs from time to time, by the governance entity in relation to any item of redress (including, without limitation:

- (a) rates, charges and fees;

5  
P.4

PART 26: TAX

- (b) the apportionment of outgoings and incomings; and
- (c) maintenance, repair or upgrade costs and rubbish, pest and weed control costs);-

is not intended to be consideration for the transfer of that item of redress for GST or any other purpose; and, furthermore (and without limiting clause 2.1.1), the payment of such amounts and the bearing of such costs is not subject to indemnification for tax by the Crown under this deed.

**3 ACT CONSISTENT WITH PRINCIPLES**

- 3.1 Neither the governance entity (nor any person associated with the governance entity) nor the Crown will act in a manner that is inconsistent with the principles or acknowledgements set out or reflected in clauses 1.1 and 2.1 respectively.

**4 MATTERS NOT TO BE IMPLIED FROM PRINCIPLES**

- 4.1 Nothing in clause 1.1 is intended to suggest or imply:

4.1.1 that the payment, credit or transfer of redress, or an indemnity payment, by the Crown to the governance entity is or will be chargeable with GST;

4.1.2 if the governance entity is a charitable trust or other charitable entity, that:

(a) payments, properties, interests, rights or assets the governance entity receives or derives from the Crown under this deed are received or derived other than exclusively for charitable purposes; or

(b) the governance entity derives or receives amounts, for income tax purposes, other than as exempt income; or

4.1.3 that gift duty should or can be imposed on any payment to, or transaction with, the governance entity under this deed.

**5 INDEMNITY FOR GST IN RESPECT OF REDRESS AND INDEMNITY PAYMENTS**

**Redress provided exclusive of GST**

- 5.1 If and to the extent that:

5.1.1 the payment, credit or transfer of redress; or

5.1.2 an indemnity payment,

by the Crown to the governance entity is chargeable with GST, the Crown must, in addition to the payment, credit or transfer of redress or the indemnity payment, pay the governance entity the amount of GST payable in respect of the redress or the indemnity payment.

**Indemnification**

5.2 If and to the extent that:

5.2.1 the payment, credit or transfer of redress; or

5.2.2 an indemnity payment,

by the Crown to the governance entity is chargeable with GST, and the Crown does not, for any reason, pay the governance entity an additional amount equal to that GST at the time the redress is paid, credited or transferred and/or the indemnity payment is made, the Crown will, on demand in writing, indemnify the governance entity for any GST that is or may be payable by the governance entity or for which the governance entity is liable in respect of:

5.2.3 the payment, credit or transfer of redress; and/or

5.2.4 the indemnity payment.

**6 INDEMNITY FOR INCOME TAX IN RESPECT OF REDRESS AND INDEMNITY PAYMENTS**

6.1 The Crown agrees to indemnify the governance entity, on demand in writing, against any income tax that the governance entity is liable to pay if and to the extent that receipt of:

6.1.1 the payment, credit or transfer of redress; or

6.1.2 an indemnity payment,

from the Crown is treated as, or as giving rise to, assessable income of the governance entity for income tax purposes.

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**7 INDEMNITY FOR GIFT DUTY IN RESPECT OF CULTURAL REDRESS, SETTLEMENT LICENSED LAND, AND RIGHTS GRANTED IN RELATION TO DEFERRED SELECTION PROPERTIES AND RFR PROPERTIES**

7.1 The Crown agrees to pay, and to indemnify the governance entity against any liability that the governance entity has in respect of, any gift duty assessed as payable by the Commissioner in respect of the payment, credit or transfer by the Crown to the governance entity of:

7.1.1 any cultural redress;

7.1.2 settlement licensed land;

7.1.3 the right to purchase any deferred selection property; or

7.1.4 the right of first refusal to purchase any RFR property.

**8 DEMANDS FOR INDEMNIFICATION**

**Notification of indemnification event**

8.1 Each of:

8.1.1 the governance entity; and

8.1.2 the Crown,

agrees to notify the other as soon as reasonably possible after becoming aware of an event or occurrence in respect of which the governance entity is or may be entitled to be indemnified by the Crown for or in respect of tax under this part.

**How demands are made**

8.2 Demands for indemnification for tax by the governance entity in accordance with this part must be made by the governance entity in accordance with the provisions of clause 11.4 of Part 11 (Miscellaneous) of this deed and may be made at any time, and from time to time, after the settlement date.

**When demands are to be made**

8.3 Except:

8.3.1 with the written agreement of the Crown; or

8.3.2 if this Deed provides otherwise,

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PART 26: TAX

no demand for payment by way of indemnification for tax under this part may be made by the governance entity more than twenty business days before the due date for payment by the governance entity of the applicable tax (whether such date is specified in an assessment or is a date for the payment of provisional tax or otherwise).

**Evidence to accompany demand**

8.4 Without limiting clause 8.1, each demand for indemnification by the governance entity under this part must be accompanied by:

8.4.1 appropriate evidence (which may be notice of proposed adjustment, assessment, or any other evidence which is reasonably satisfactory to the Crown) setting out with reasonable detail the amount of the loss, cost, expense, liability or tax that the governance entity claims to have suffered or incurred or be liable to pay, and in respect of which indemnification is sought from the Crown under this deed; and

8.4.2 where the demand is for indemnification for GST, if the Crown requires, an appropriate GST tax invoice.

**Repayment of amount on account of tax**

8.5 If payment is made by the Crown on account of tax to the governance entity or the Commissioner (for the account of the governance entity) and it is subsequently determined or held that no such tax (or an amount of tax that is less than the payment which the Crown made on account of tax) is or was payable or properly assessed, to the extent that the governance entity:

8.5.1 has retained the payment made by the Crown (which, for the avoidance of doubt, includes any situation where the governance entity has not transferred the payment to the Commissioner but has instead paid, applied or transferred the whole or any part of the payment to any other person or persons);

8.5.2 has been refunded the amount of that payment by the Commissioner; or

8.5.3 has had the amount of that payment credited or applied to its account with the Commissioner,

the governance entity must repay the applicable amount to the Crown free of any set-off or counterclaim.

**Payment of amount on account of tax**

8.6 The governance entity must pay to the Commissioner any payment made by the Crown to the governance entity on account of tax, on the later of:

NGĀTI APA (NORTH ISLAND) SCHEDULE

PART 26: TAX

- 8.6.1 the "due date" for payment of that amount to the Commissioner under the applicable tax legislation; and
- 8.6.2 the next business day following receipt by the governance entity of that payment from the Crown.

**Payment of costs**

- 8.7 The Crown will indemnify the governance entity against any reasonable costs incurred by the governance entity for actions undertaken by the governance entity, at the Crown's direction, in connection with:
  - 8.7.1 any demand for indemnification of the governance entity under or for the purposes of this Part; and
  - 8.7.2 any steps or actions taken by the governance entity in accordance with the Crown's requirements under clause 10.1.

**9 DIRECT PAYMENT OF TAX: CONTROL OF DISPUTES**

- 9.1 Where any liability arises to the Crown under this part, the following provisions shall also apply:
  - 9.1.1 if the Crown so requires and notifies the governance entity of that requirement, the Crown may, instead of paying the requisite amount on account of tax, pay that amount to the Commissioner (such payment to be effected on behalf, and for the account, of the governance entity);
  - 9.1.2 subject to the governance entity being indemnified to its reasonable satisfaction against any reasonable cost, loss, expense or liability or any tax which it may suffer, incur or be liable to pay, the Crown shall have the right, by notice to the governance entity, to require the governance entity to:
    - (a) take into account any right permitted by any relevant law to defer the payment of any tax; and/or
    - (b) take all steps the Crown may specify to respond to and/or contest any notice, notice of proposed adjustment or assessment for tax, where expert legal tax advice indicates that it is reasonable to do so; and
  - 9.1.3 the Crown reserves the right:
    - (a) to nominate and instruct counsel on behalf of the governance entity whenever it exercises its rights under clause 9.1.2; and
    - (b) to recover from the Commissioner the amount of any tax paid and subsequently held to be refundable.

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10 RULINGS, APPLICATIONS

- 10.1 If the Crown requires, the governance entity will consult, and/or collaborate, with the Crown in the Crown's preparation (for the Crown, the governance entity and/or any other person) of an application for a non-binding or binding ruling from the Commissioner with respect to any part of the arrangements relating to the payment, credit or transfer of redress.

11 DEFINITIONS AND INTERPRETATION

- 11.1 In this part, unless the context requires otherwise:

**assessable income** has the meaning given to that term in section YA 1 of the Income Tax Act 2007;

**Commissioner** means the Commissioner of Inland Revenue and, for the avoidance of doubt, includes the Inland Revenue Department;

**gift duty** means gift duty imposed under the Estate and Gift Duties Act 1968 and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, any gift duty;

**income tax** means income tax imposed under the Income Tax Act 2007 and includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, any income tax;

**indemnity payment** means any indemnity payment made by the Crown under or for the purposes of this Part, and **indemnify**, **indemnification** and **indemnity** have a corresponding meaning;

**payment** extends to the transfer or making available of cash amounts as well as to the transfer of non cash amounts (such as land); and

**transfer** includes recognising, creating, vesting, granting, licensing, leasing, or any other means by which the relevant properties, interests, rights or assets are disposed of or made available, or recognised as being available, to the governance entity.

- 11.2 In the interpretation of this part, a reference to the payment, credit, transfer or receipt of the redress (or any equivalent wording) includes a reference to the payment, credit, transfer or receipt of any part (or the applicable part) of the redress.

**PART 27**

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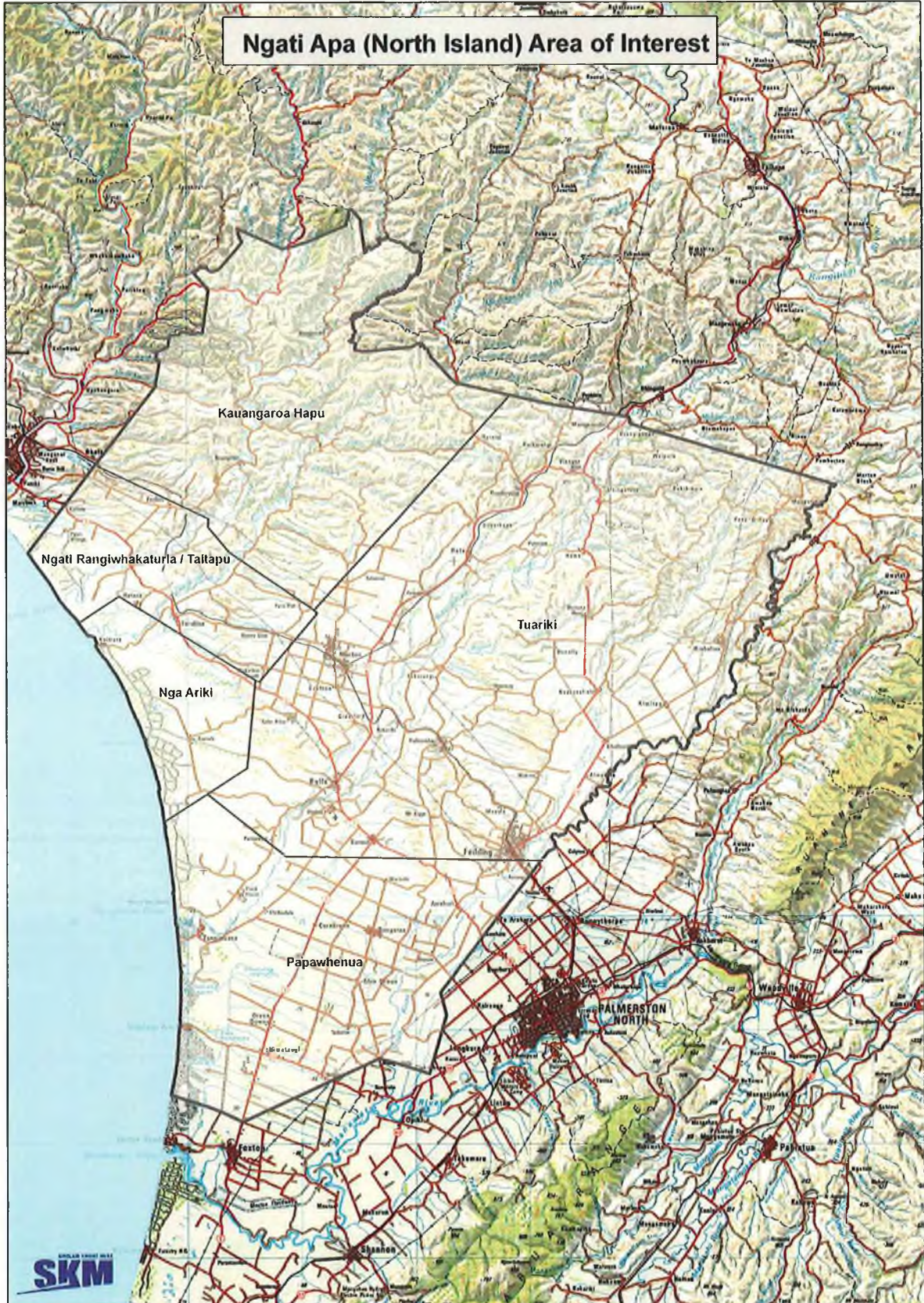
**AREA OF INTEREST**

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*MS*  
*PJ*



NGĀTI APA (NORTH ISLAND) SCHEDULE  
PART 27: AREA OF INTEREST



**PART 28**

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**SO PLANS**

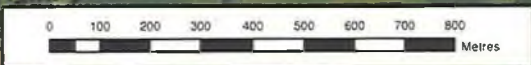
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Vest fee simple

**AgResearch Land**  
 9.2800 hectares, more or less, being  
 Section 2 SO 37105




Wellington Land District  
 Territorial Authority: Rangitikei District  
 Boundaries are indicative only.



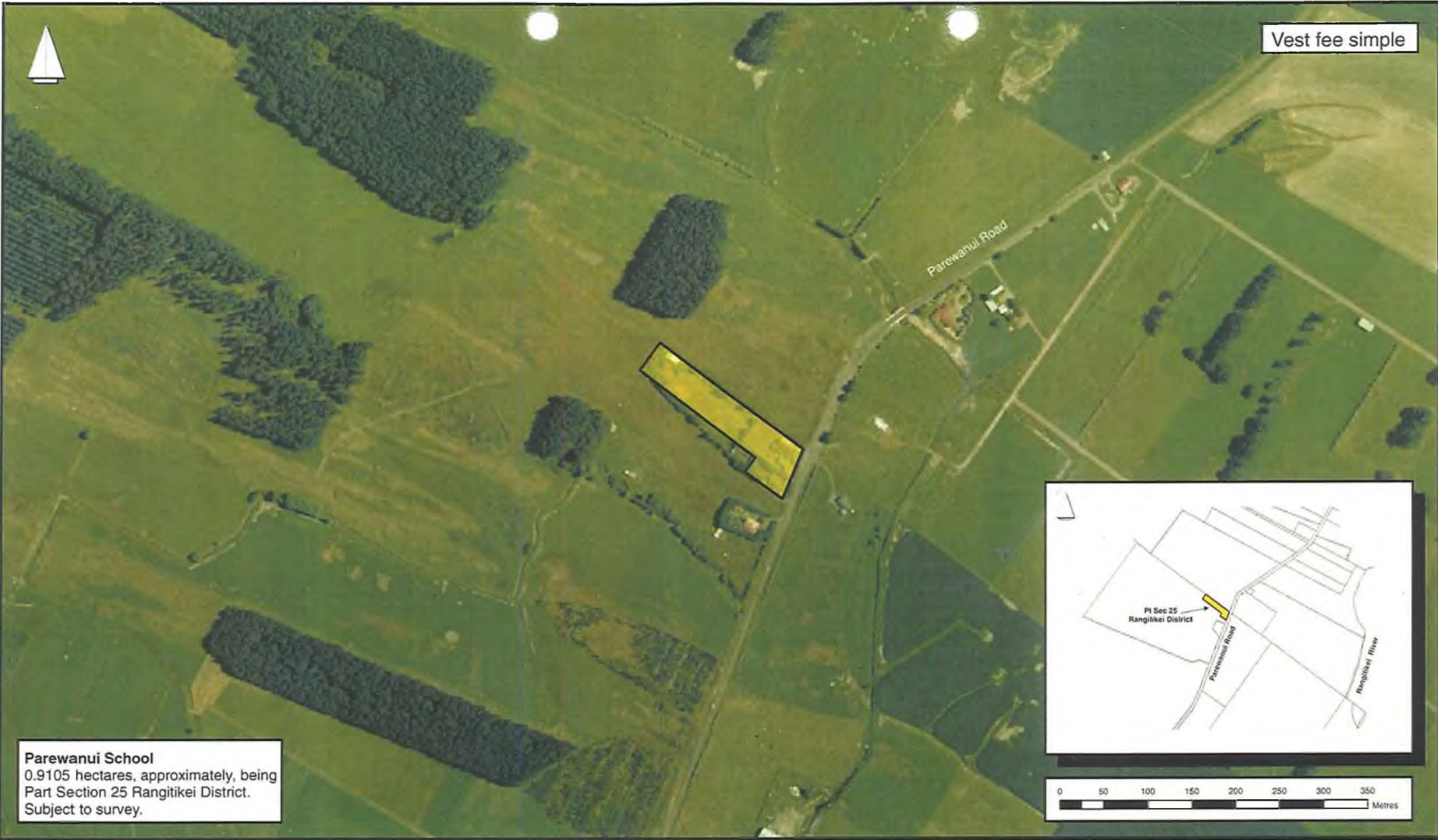
**AgResearch Land**

Areas referred to in the Deed of Settlement between  
 Ngāti Apa (North Island) and the Crown

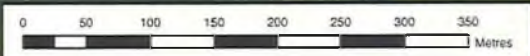
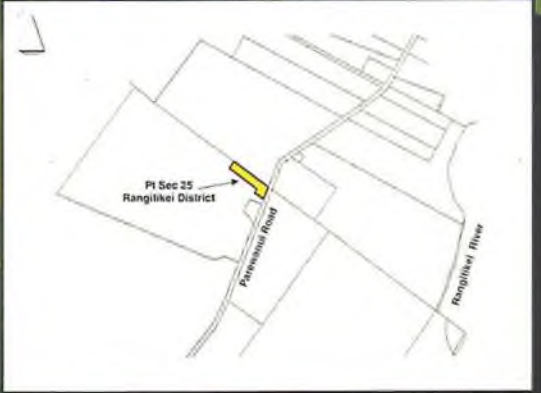
Approved as to boundaries:  
*Toko Koroa* 6/12/08  
 for and on behalf of Ngāti Apa (North Island)  
*Stephen Williams* 6/10/08  
 for and on behalf of the Crown

**SO 402219**

Vest fee simple



**Parewanui School**  
 0.9105 hectares, approximately, being  
 Part Section 25 Rangitikei District.  
 Subject to survey.



Wellington Land District  
 Territorial Authority: Rangitikei District  
 Boundaries are Indicative only.



## Parewanui School

Areas referred to in the Deed of Settlement between  
 Ngāti Apa (North Island) and the Crown

Approved as to boundaries:

*Johanna Kapea* 6/10/18  
 for and on behalf of Ngāti Apa (North Island)

*Nathan Williams* 6/10/18  
 for and on behalf of the Crown

**SO 402224**



**Part of the Santoft Forest**  
 10.0 hectares, approximately, being  
 Part Lot 1 DP 70435.  
 Subject to survey.



Wellington Land District  
 Territorial Authority: Rangitikei District  
 Boundaries are indicative only.



## Part of the Santoft Forest

Areas referred to in the Deed of Settlement between  
 Ngāti Apa (North Island) and the Crown

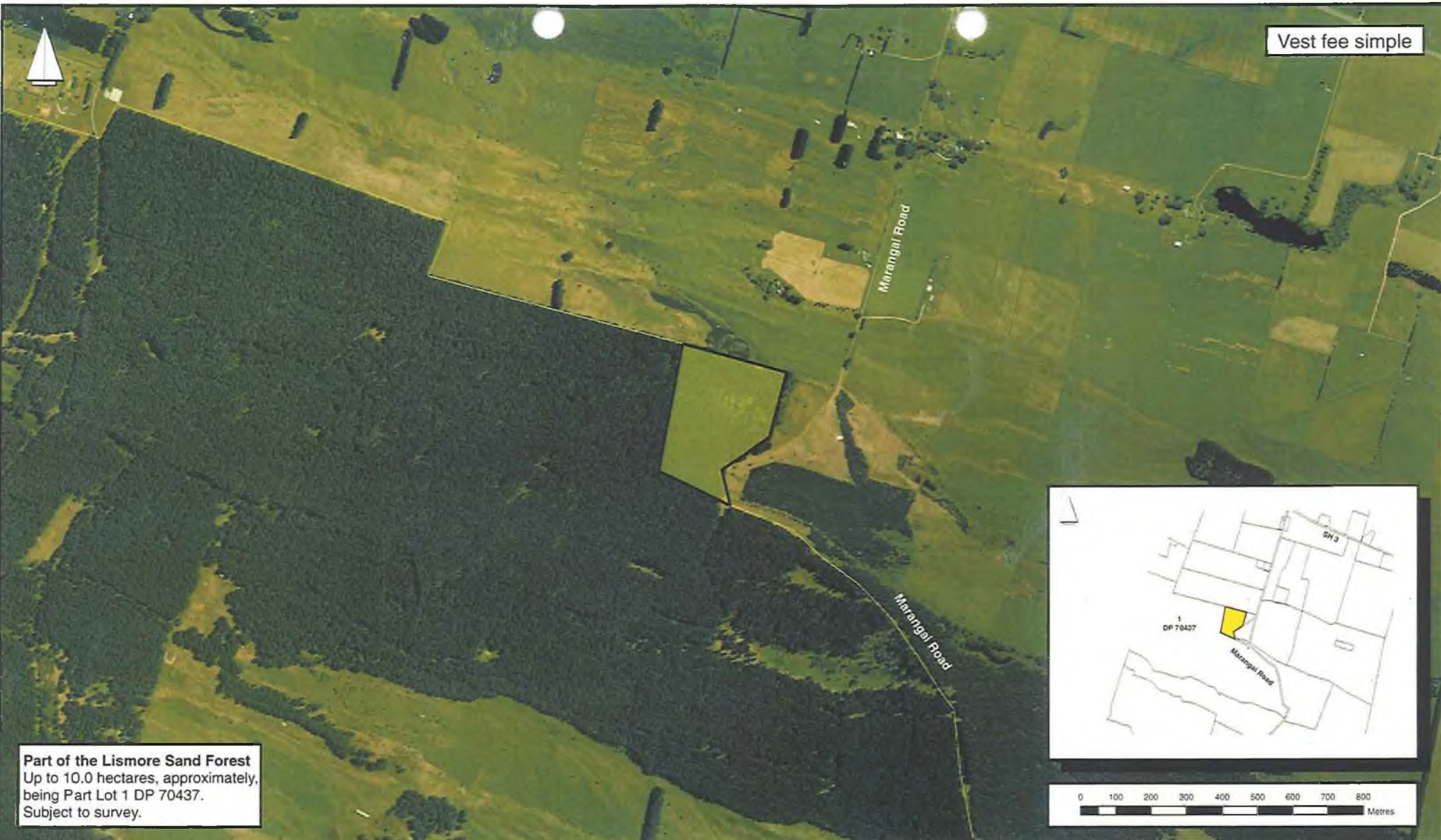
Approved as to boundaries:

*Joko Kapea* 6.10.18  
 for and on behalf of Ngāti Apa (North Island)

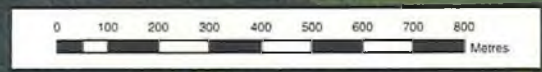
*Jackie Williams* 6.10.18  
 for and on behalf of the Crown

**SO 402226**

Vest fee simple



Part of the Lismore Sand Forest  
Up to 10.0 hectares, approximately,  
being Part Lot 1 DP 70437.  
Subject to survey.



Wellington Land District  
Territorial Authority: Wanganui District  
Boundaries are indicative only



## Part of the Lismore Sand Forest

Areas referred to in the Deed of Settlement between  
Ngāti Apa (North Island) and the Crown

Approved as to boundaries:

*Toko Hoani* 10.15.18  
for and on behalf of Ngāti Apa (North Island)

*Jackie Williams* 10.11.18  
for and on behalf of the Crown

# SO 402227



Vest fee simple

**Kauangaroa School**  
 1.8123 hectares, more or less, being  
 Kauangaroa Maori Reserve and  
 Kauangaroa 3G9.



Wellington Land District  
 Territorial Authority: Wanganui District  
 Boundaries are indicative only.



## Kauangaroa School

Areas referred to in the Deed of Settlement between  
 Ngāti Apa (North Island) and the Crown

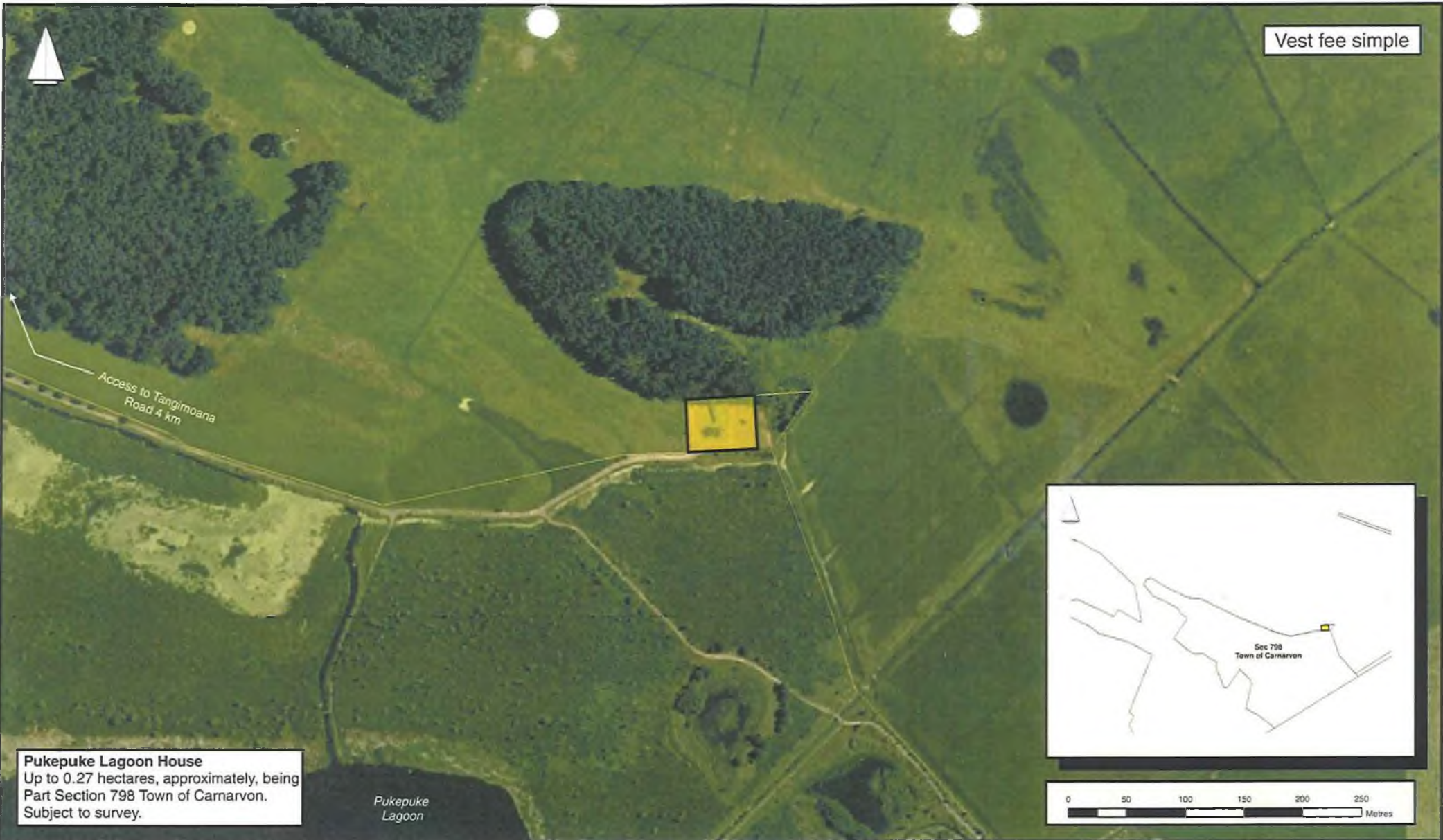
Approved as to boundaries:

*Soko Kereka* 6/10/8  
 for and on behalf of Ngāti Apa (North Island)

*Paul* 6/10/8  
 for and on behalf of the Crown

**SO 402228**

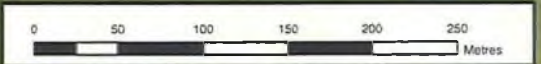
Vest fee simple



Access to Tangimoana Road 4 km

Pukepuke Lagoon

**Pukepuke Lagoon House**  
Up to 0.27 hectares, approximately, being  
Part Section 798 Town of Carnarvon.  
Subject to survey.



Wellington Land District  
Territorial Authority: Manawatu District  
Boundaries are indicative only.



AE02479

# Pukepuke Lagoon House

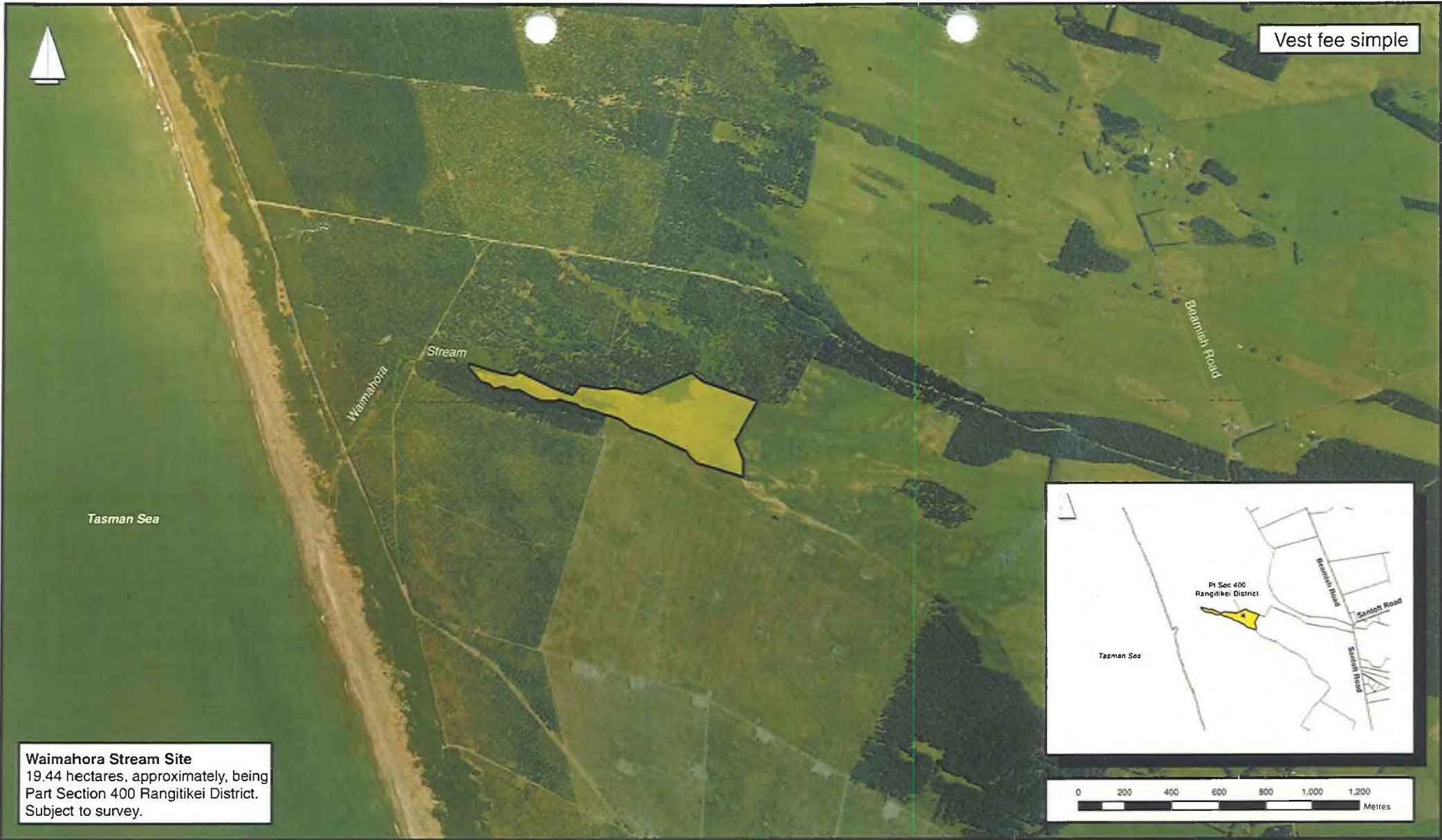
## Areas referred to in the Deed of Settlement between Ngāti Apa (North Island) and the Crown

Approved as to boundaries:  
*Tuku Apa* ..... 6.10.8  
for and on behalf of Ngāti Apa (North Island)  
*Kulu* ..... 6.10.8  
for and on behalf of the Crown

### SO 402229



Vest fee simple



**Waimahora Stream Site**  
 19.44 hectares, approximately, being  
 Part Section 400 Rangitikei District.  
 Subject to survey.



Wellington Land District  
 Territorial Authority: Rangitikei District  
 Boundaries are indicative only.



## Waimahora Stream Site

Areas referred to in the Deed of Settlement between  
 Ngāti Apa (North Island) and the Crown

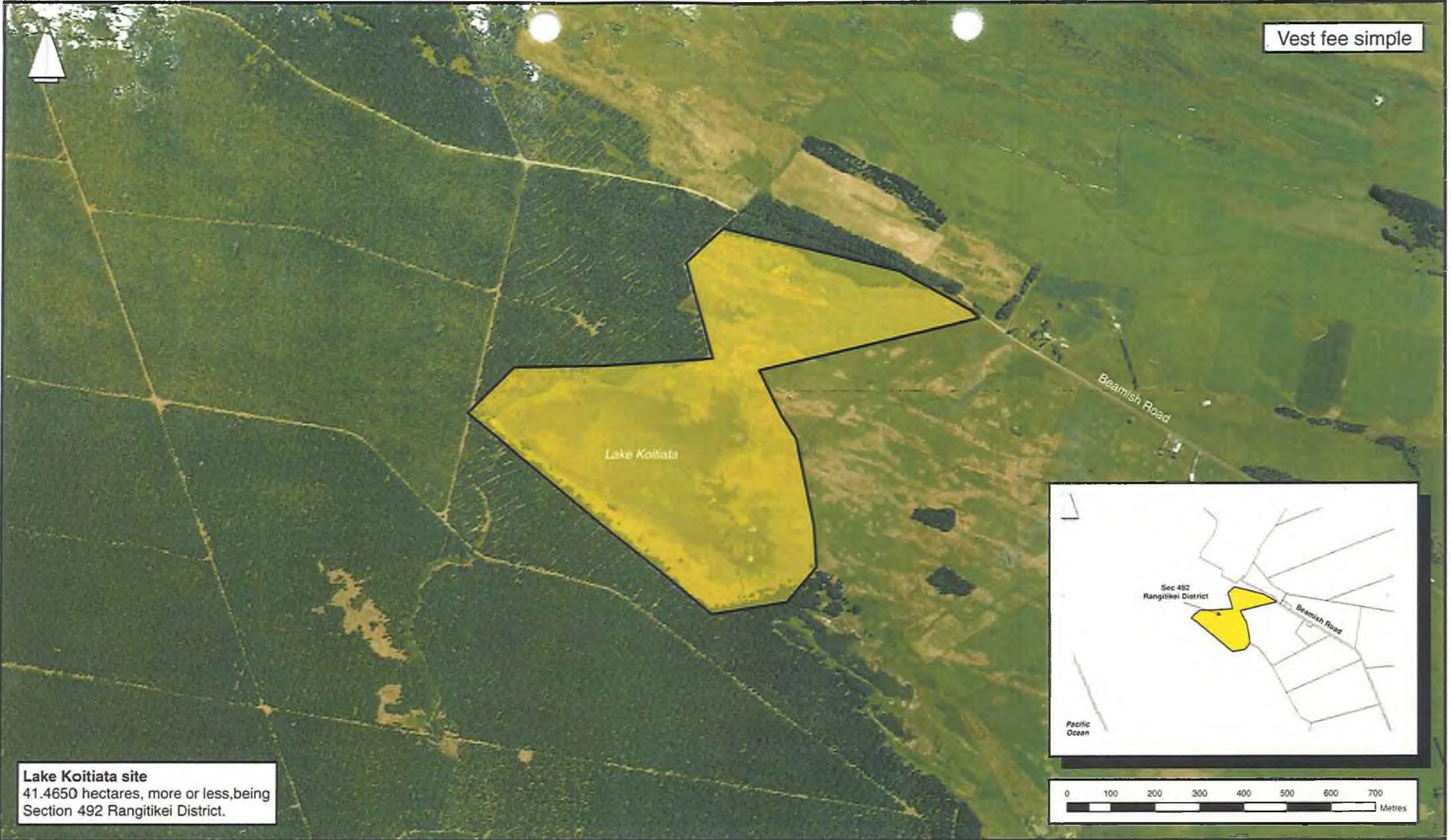
Approved as to boundaries:

*Joko Kapea* 6.10.18  
 for and on behalf of Ngāti Apa (North Island)

*Robert Williams* 6.10.18  
 for and on behalf of the Crown

**SO 402230**

Vest fee simple



Lake Koitiata site  
41.4650 hectares, more or less, being  
Section 492 Rangitikei District.



Wellington Land District  
Territorial Authority: Rangitikei District  
Boundaries are indicative only.



## Lake Koitiata Site

Areas referred to in the Deed of Settlement between  
Ngāti Apa (North Island) and the Crown

Approved as to boundaries:

*John Koroa* ..... 6.10.18  
for and on behalf of Ngāti Apa (North Island)

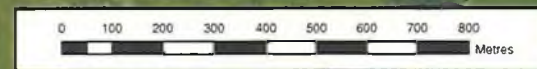
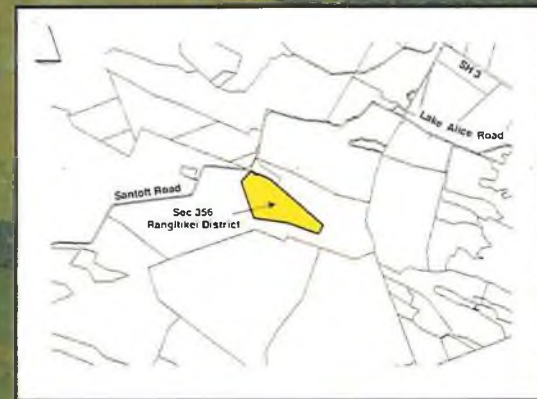
*John Williams* ..... 6.10.18  
for and on behalf of the Crown

# SO 402231

Vest fee simple

Santoft Road

Marton Golf Course  
50.8260 hectares, more or less,  
being Section 356 Rangitikei District.



Wellington Land District  
Territorial Authority: Rangitikei District  
Boundaries are indicative only.



# Marton Golf Course

Areas referred to in the Deed of Settlement between  
Ngāti Apa (North Island) and the Crown

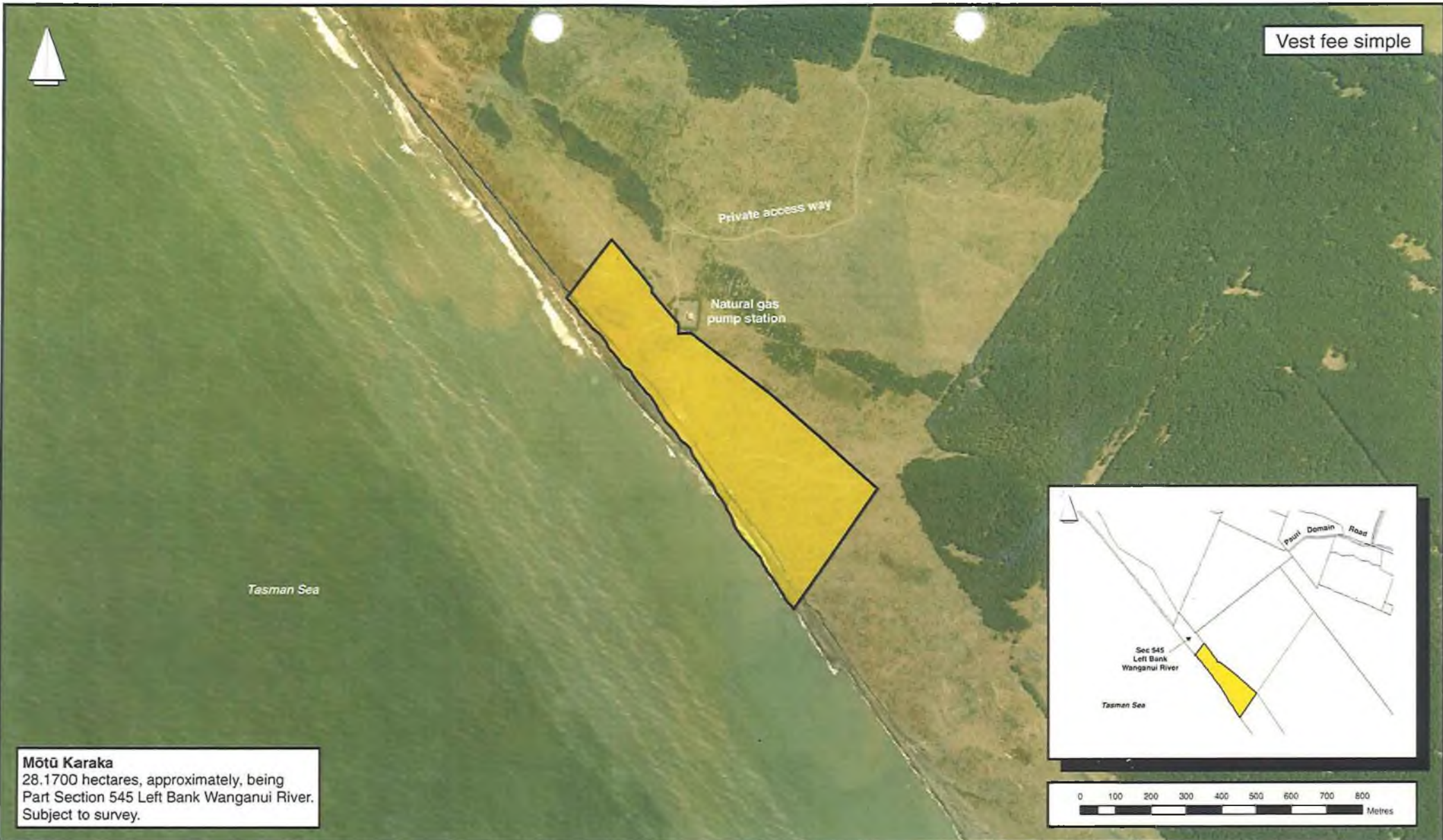
Approved as to boundaries:

*Toko Karaka* 6.10.18  
for and on behalf of Ngāti Apa (North Island)

*Adrian William* 6.10.18  
for and on behalf of the Crown

**SO 402232**

Vest fee simple



**Mōtū Karaka**  
28.1700 hectares, approximately, being  
Part Section 545 Left Bank Wanganui River.  
Subject to survey.



Wellington Land District  
Territorial Authority: Wanganui District  
Boundaries are indicative only.



# Mōtū Karaka

Areas referred to in the Deed of Settlement between  
Ngāti Apa (North Island) and the Crown

Approved as to boundaries:

*Toko Kāwasa* 6/10/08  
for and on behalf of Ngāti Apa (North Island)

*Stephen Williams* 6/10/08  
for and on behalf of the Crown

**SO 402233**



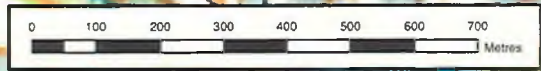
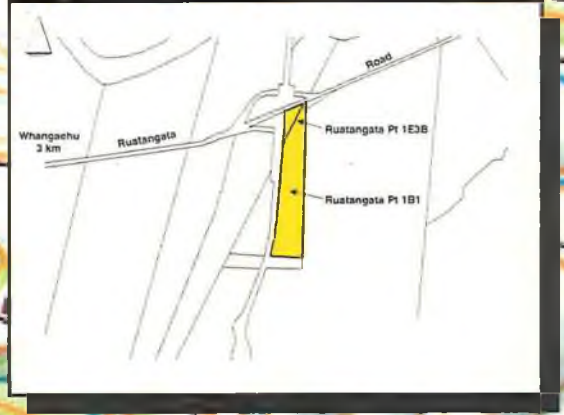
Vest fee simple

Proposed Right of Way

Quarry

26

**Ruatangata Site**  
 9 hectares, approximately, being  
 Ruatangata Parts 1B1 and 1E3B  
 Blocks.  
 Subject to survey.



Wellington Land District  
 Territorial Authority: Wanganui District  
 Boundaries are indicative only.

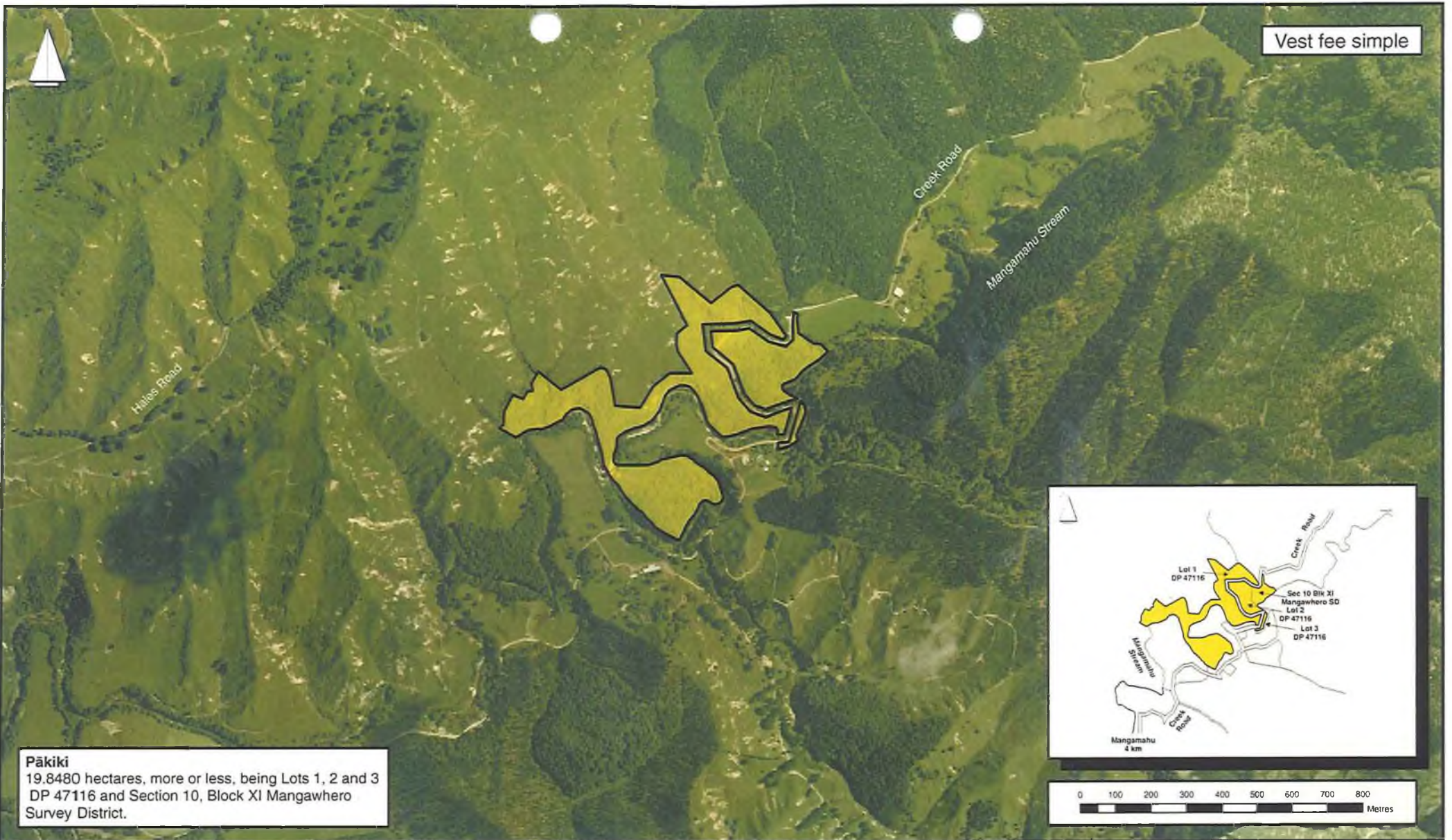


## Ruatangata Site

Areas referred to in the Deed of Settlement between  
 Ngāti Apa (North Island) and the Crown

Approved as to boundaries:  
*Taka Kereka* 6/10/8  
 for and on behalf of Ngāti Apa (North Island)  
*Stephen Williams* 6/10/8  
 for and on behalf of the Crown

**SO 402234**



**Pākiki**  
 19.8480 hectares, more or less, being Lots 1, 2 and 3  
 DP 47116 and Section 10, Block XI Mangawhero  
 Survey District.



Wellington Land District  
 Territorial Authority: Wanganui District  
 Boundaries are indicative only.



# Pākiki

Areas referred to in the Deed of Settlement between  
 Ngāti Apa (North Island) and the Crown

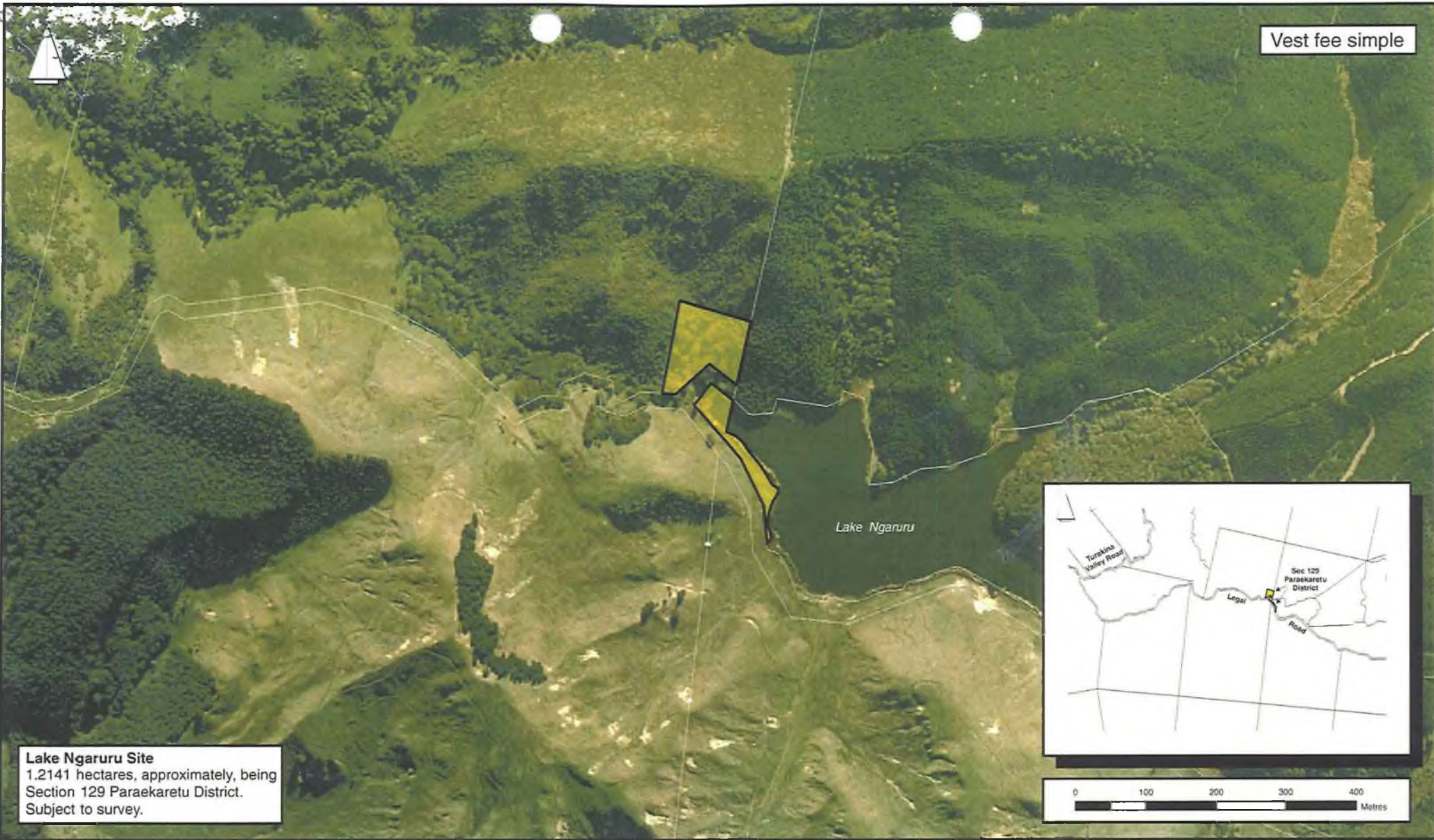
Approved as to boundaries:

*Felicis Kapa* 6.1.1918  
 for and on behalf of Ngāti Apa (North Island)

*Richard Williams* 1.10.18  
 for and on behalf of the Crown

**SO 402235**

Vest fee simple



**Lake Ngaruru Site**  
 1,2141 hectares, approximately, being  
 Section 129 Paraekaretu District.  
 Subject to survey.



Wellington Land District  
 Territorial Authority: Rangitikei District  
 Boundaries are indicative only.



### Lake Ngaruru Site

Areas referred to in the Deed of Settlement between  
 Ngāti Apa (North Island) and the Crown

Approved as to boundaries:

*Joko Kapa* 6/10/8  
 for and on behalf of Ngāti Apa (North Island)

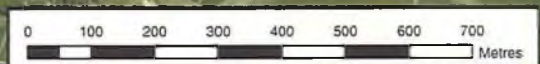
*John Williams* 6/10/8  
 for and on behalf of the Crown

**SO 402236**



Vest fee simple

**Pakapakatea**  
 16.8120 hectares, approximately, being  
 Section 71 and Part Section 80, Block XV,  
 Rangitoto Survey District and Section 282  
 Town of Sandon. Subject to survey.



Wellington Land District  
 Territorial Authority: Manawatu District  
 Boundaries are indicative only.



# Pakapakatea

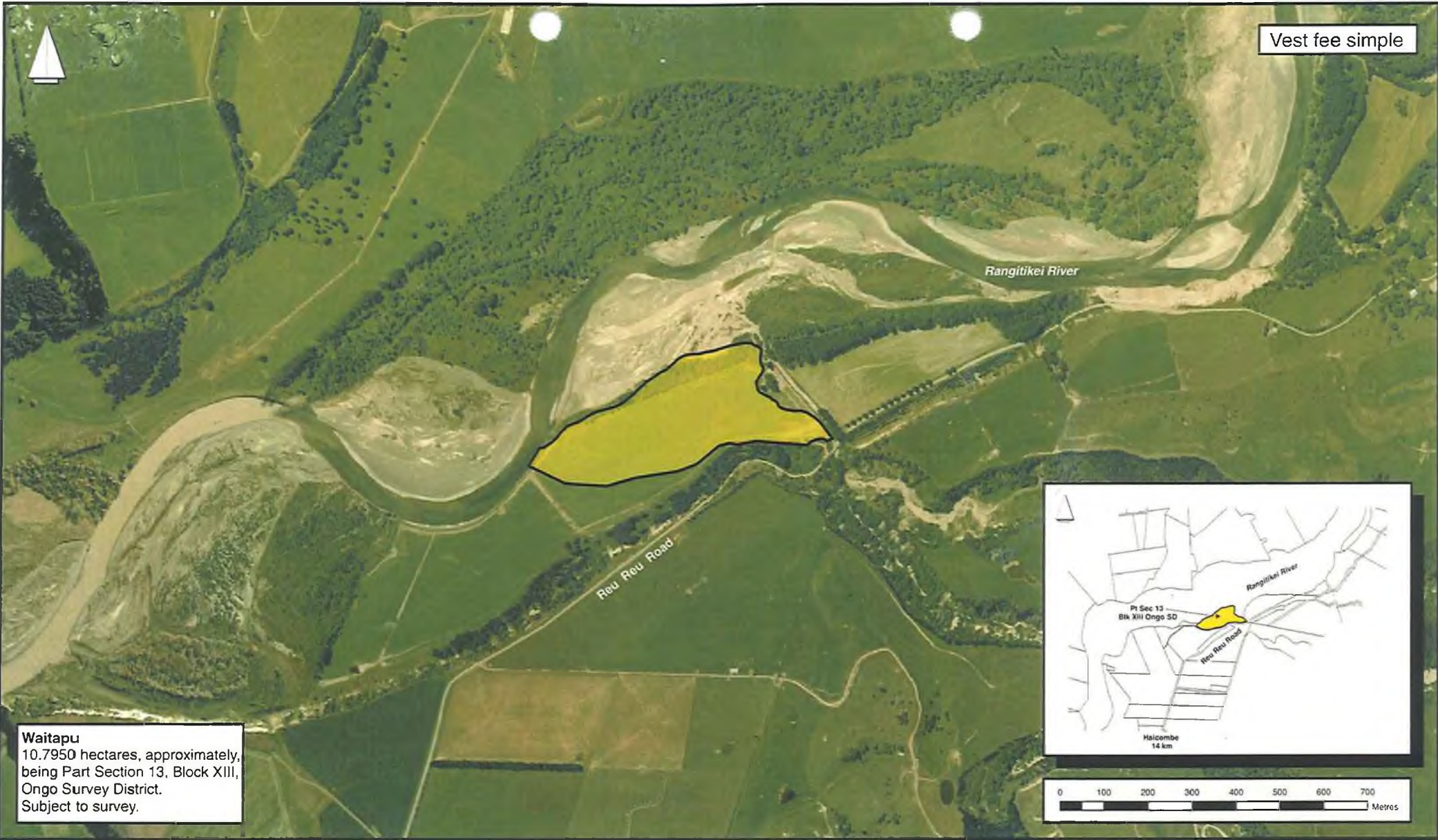
Areas referred to in the Deed of Settlement between  
 Ngāti Apa (North Island) and the Crown

Approved as to boundaries:  
*John Kapanoa* 6/10/18  
 for and on behalf of Ngāti Apa (North Island)  
*Andrew Williams* 6/10/18  
 for and on behalf of the Crown

**SO 402237**



Vest fee simple



**Waitapu**  
 10.7950 hectares, approximately,  
 being Part Section 13, Block XIII,  
 Ongo Survey District.  
 Subject to survey.



Wellington Land District  
 Territorial Authority: Manawatu District  
 Boundaries are indicative only.



AED0478

# Waitapu

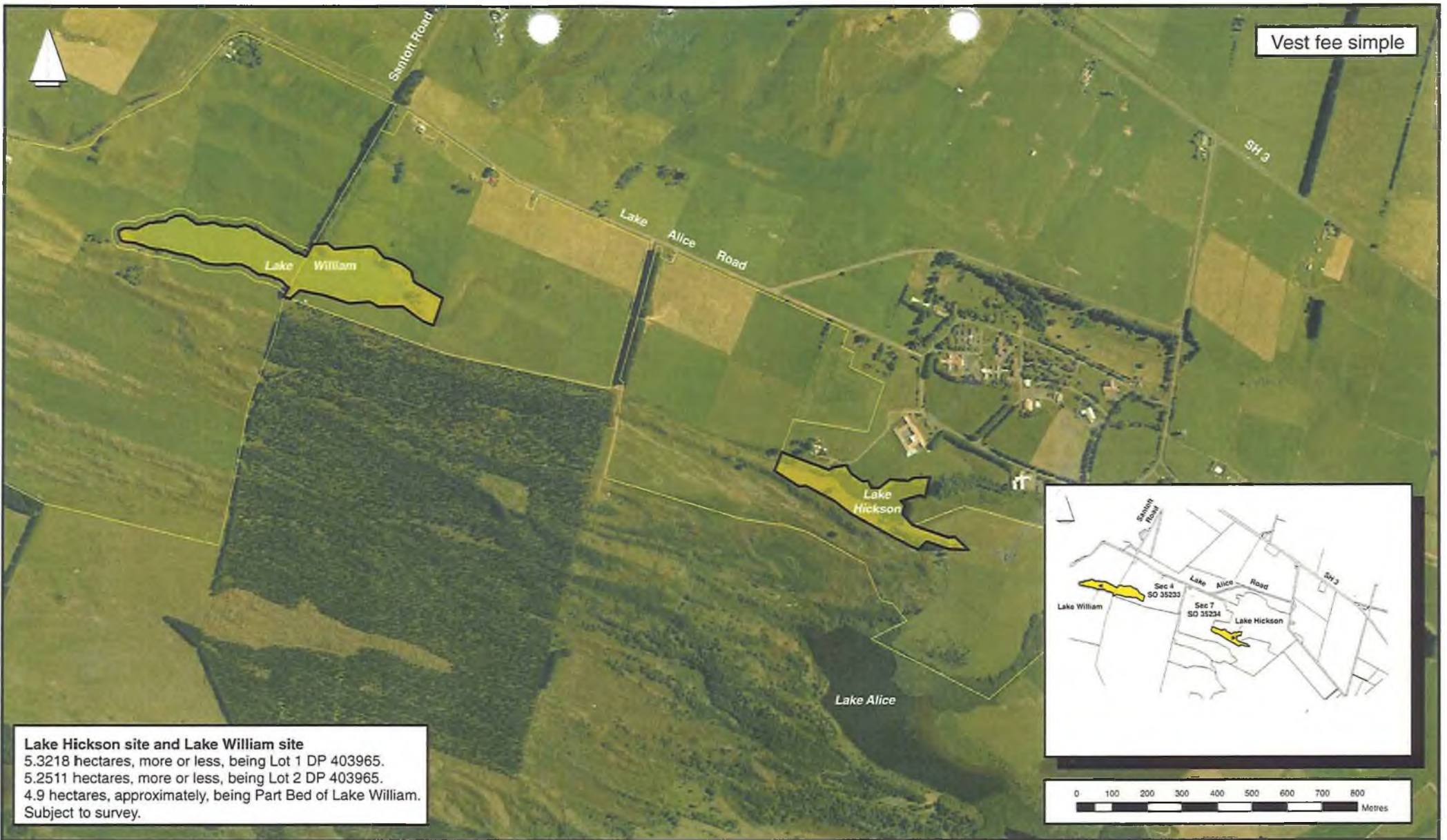
Areas referred to in the Deed of Settlement between  
 Ngāti Apa (North Island) and the Crown

Approved as to boundaries:

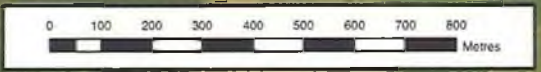
*Johs Kerepa* 6.10.18  
 for and on behalf of Ngāti Apa (North Island)

*Stephen Williams* 6.10.18  
 for and on behalf of the Crown

**SO 402238**



Vest fee simple



Wellington Land District  
 Territorial Authority: Manawatu District  
 Boundaries are indicative only



## Lake Hickson site and Lake William site

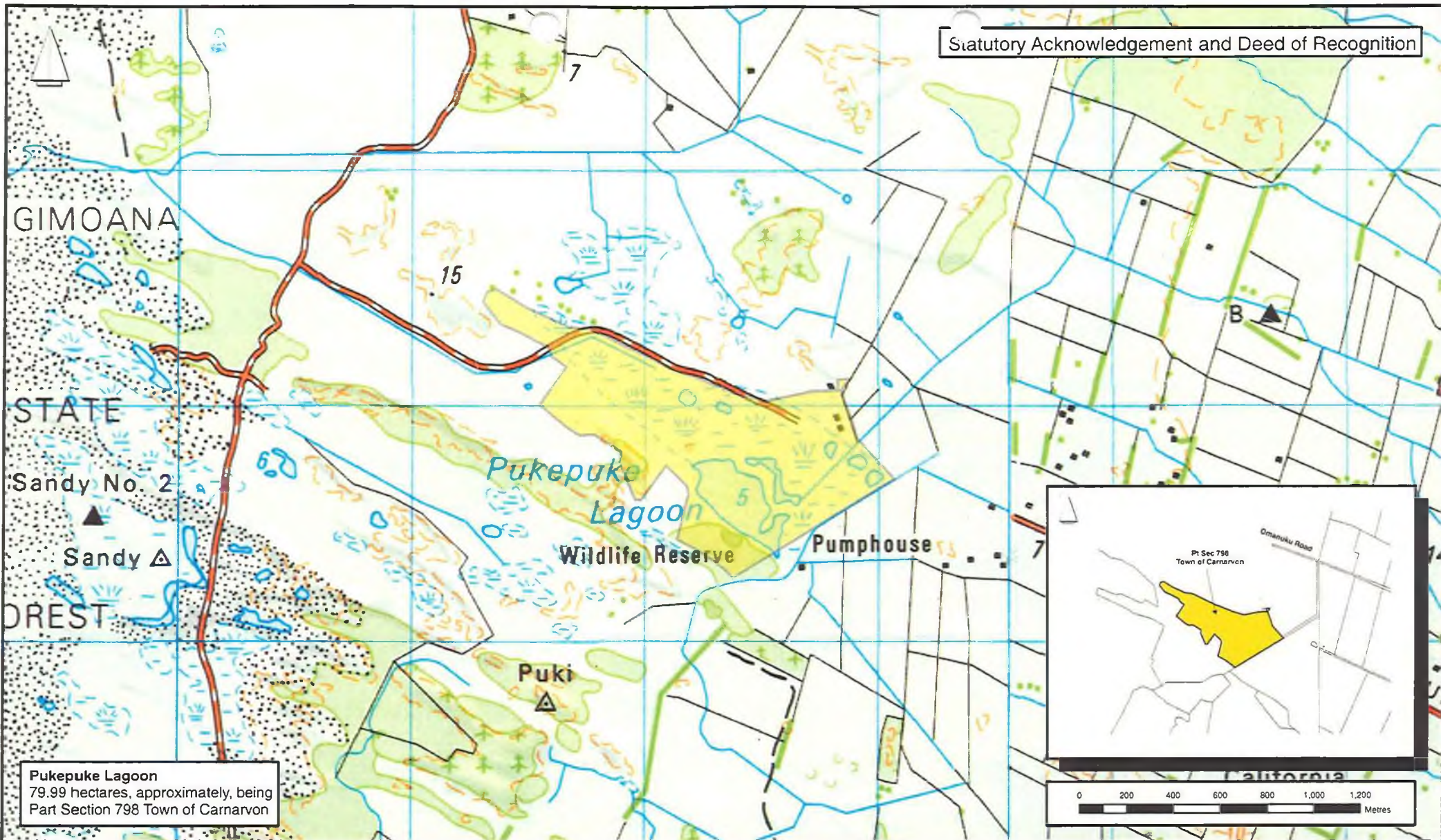
Areas referred to in the Deed of Settlement between  
 Ngāti Apa (North Island) and the Crown

Approved as to boundaries:

*Toko Kapan* 6.12.8  
 for and on behalf of Ngāti Apa (North Island)

*John Williams* 1.10.8  
 for and on behalf of the Crown

**SO 402242**



Pukepuke Lagoon  
79.99 hectares, approximately, being  
Part Section 798 Town of Carnarvon



Wellington Land District  
Territorial Authority: Manawatu District  
Boundaries are indicative only  
Grid lines are at 1000 metres



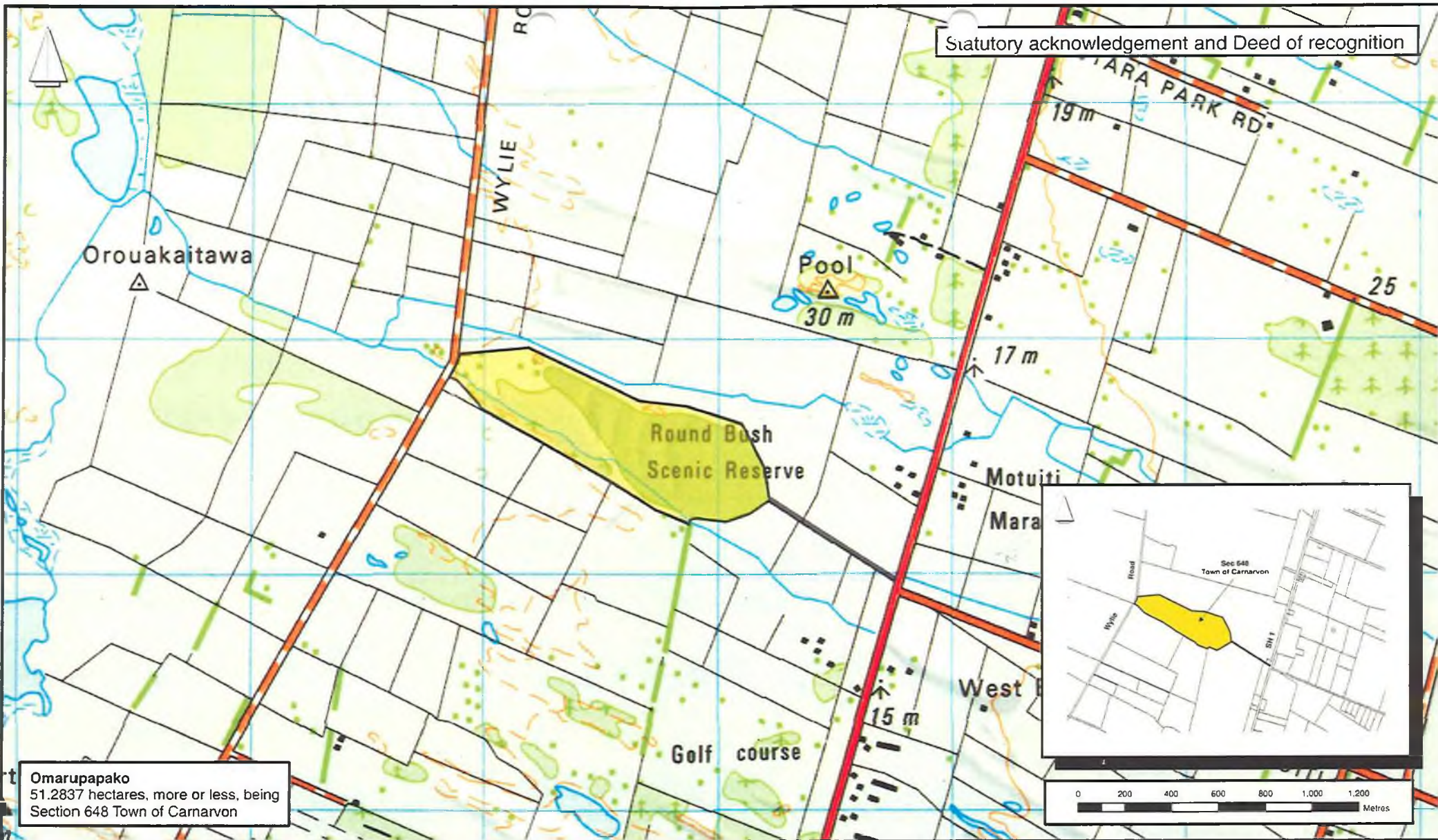
# Pukepuke Lagoon

Areas referred to in the Deed of Settlement between  
Ngāti Apa (North Island) and the Crown

Approved as to boundaries:  
*Doko Kōpua* 6/10/8  
for and on behalf of Ngāti Apa (North Island)  
*David Williams* 1/10/8  
for and on behalf of the Crown

**SO 402245**

Statutory acknowledgement and Deed of recognition



**Omarupapako**  
 51.2837 hectares, more or less, being  
 Section 648 Town of Carnarvon



Wellington Land District  
 Territorial Authority: Rangitikei District  
 Boundaries are indicative only  
 Grid lines are at 1000 metres



# Omarupapako

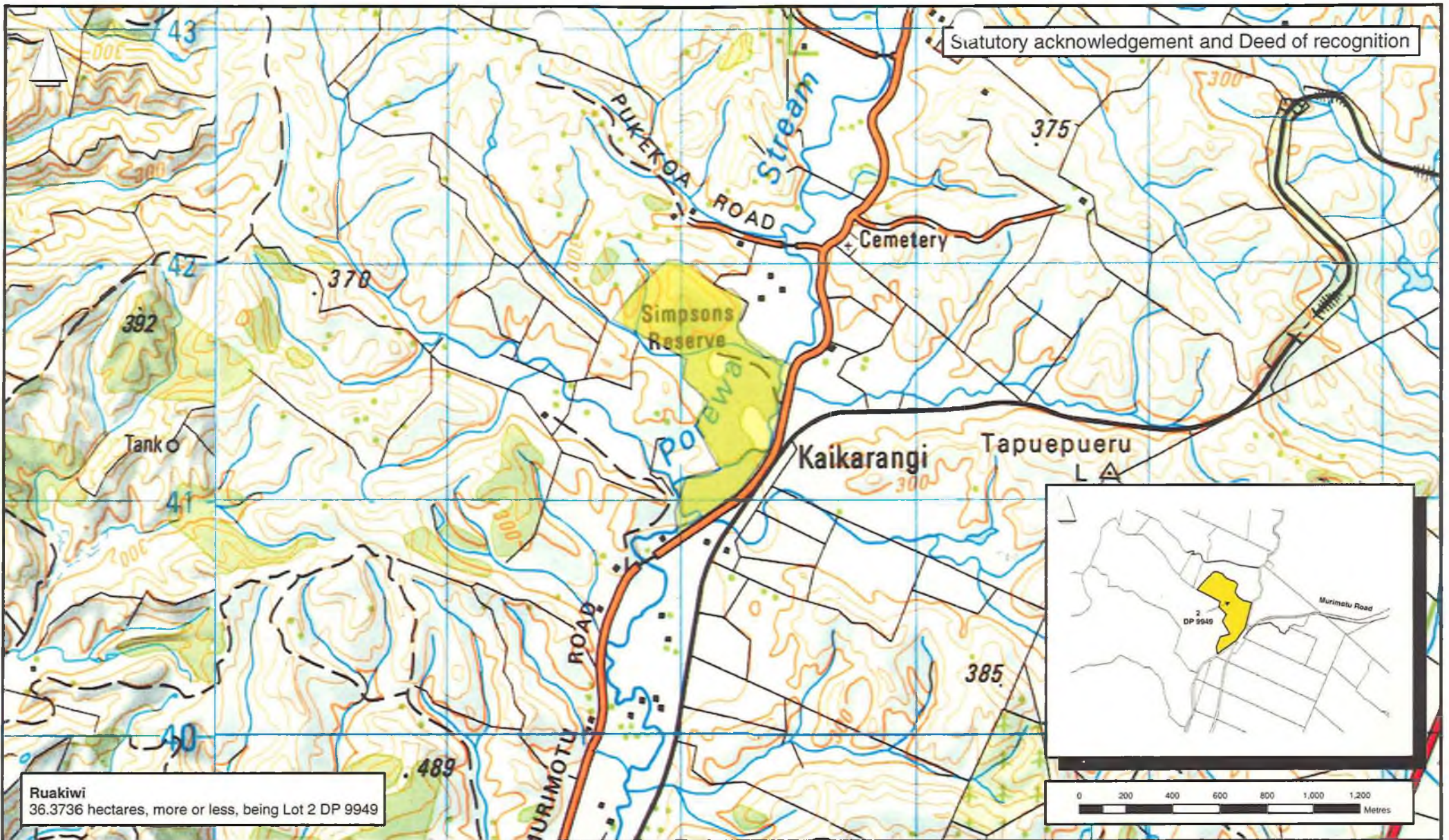
Areas referred to in the Deed of Settlement between  
 Ngāti Apa (North Island) and the Crown

Approved as to boundaries:

*Pako Kapea* 6/12/8  
 for and on behalf of Ngāti Apa (North Island)

*John Williams* 6/12/8  
 for and on behalf of the Crown

**SO 402246**





Deed of recognition

**Whitiau Scientific Reserve**  
 242.9300 hectares, more or less, being  
 Section 547 Left Bank Wanganui River



Wellington Land District  
 Territorial Authority: Wanganui District  
 Boundaries are indicative only  
 Grid lines are at 1000 metres



# Whitiau Scientific Reserve

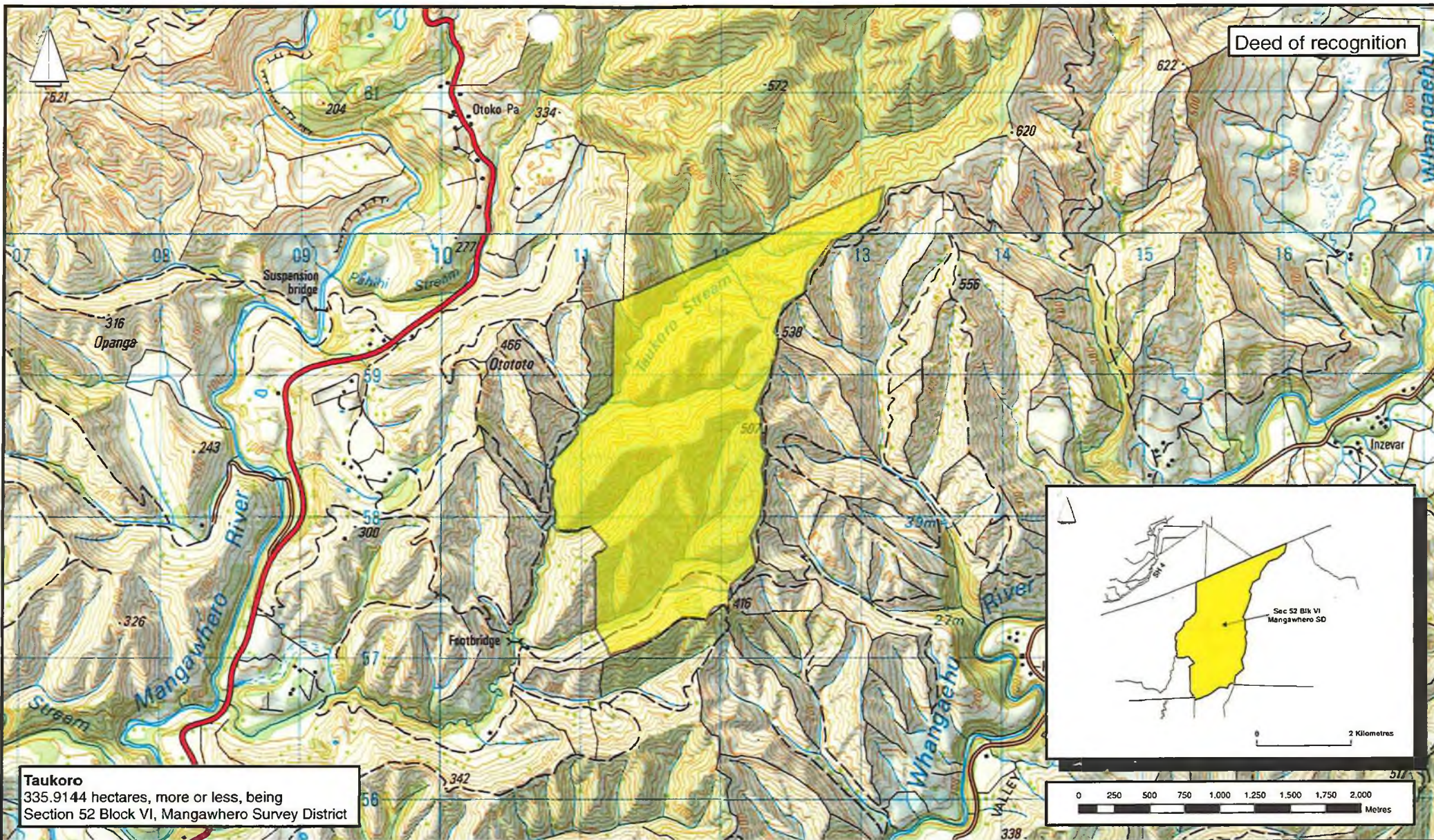
**Areas referred to in the Deed of Settlement between  
 Ngāti Apa (North Island) and the Crown**

Approved as to boundaries:

*[Signature]* 6.12.18  
 for and on behalf of Ngāti Apa (North Island)

*[Signature]* 6.12.18  
 for and on behalf of the Crown

**SO 402248**



Deed of recognition

**Taukoro**  
335.9144 hectares, more or less, being  
Section 52 Block VI, Mangawhero Survey District



Wellington Land District  
Territorial Authority: Wanganui District  
Boundaries are indicative only  
Grid lines are at 1000 metres



## Taukoro

Areas referred to in the Deed of Settlement between  
Ngāti Apa (North Island) and the Crown

Approved as to boundaries:

*Toko Kapa* 6.10.8  
for and on behalf of Ngāti Apa (North Island)

*Anders Williams* 6.10.8  
for and on behalf of the Crown

**SO 402249**



Wellington Land District  
 Boundaries are indicative only  
 Grid lines are at 10 kilometres



## Coastal Marine Area adjoining Area of Interest

Areas referred to in the Deed of Settlement between  
 Ngāti Apa (North Island) and the Crown

Approved as to boundaries:  
*[Signature]* 6.10.18  
 for and on behalf of Ngāti Apa (North Island)  
*[Signature]* 6.10.18  
 for and on behalf of the Crown

**SO 402250**





Wellington Land District  
Boundaries are indicative only  
Grid lines are at 10 kilometres



## Rangitikei River

Areas referred to in the Deed of Settlement between  
Ngāti Apa (North Island) and the Crown

Approved as to boundaries:

*Johanna King* 6/10/08  
for and on behalf of Ngāti Apa (North Island)

*Nedra Williams* 6/10/08  
for and on behalf of the Crown

**SO 402252**



Wellington Land District  
Boundaries are indicative only  
Grid lines are at 10 kilometres



## Turakina River

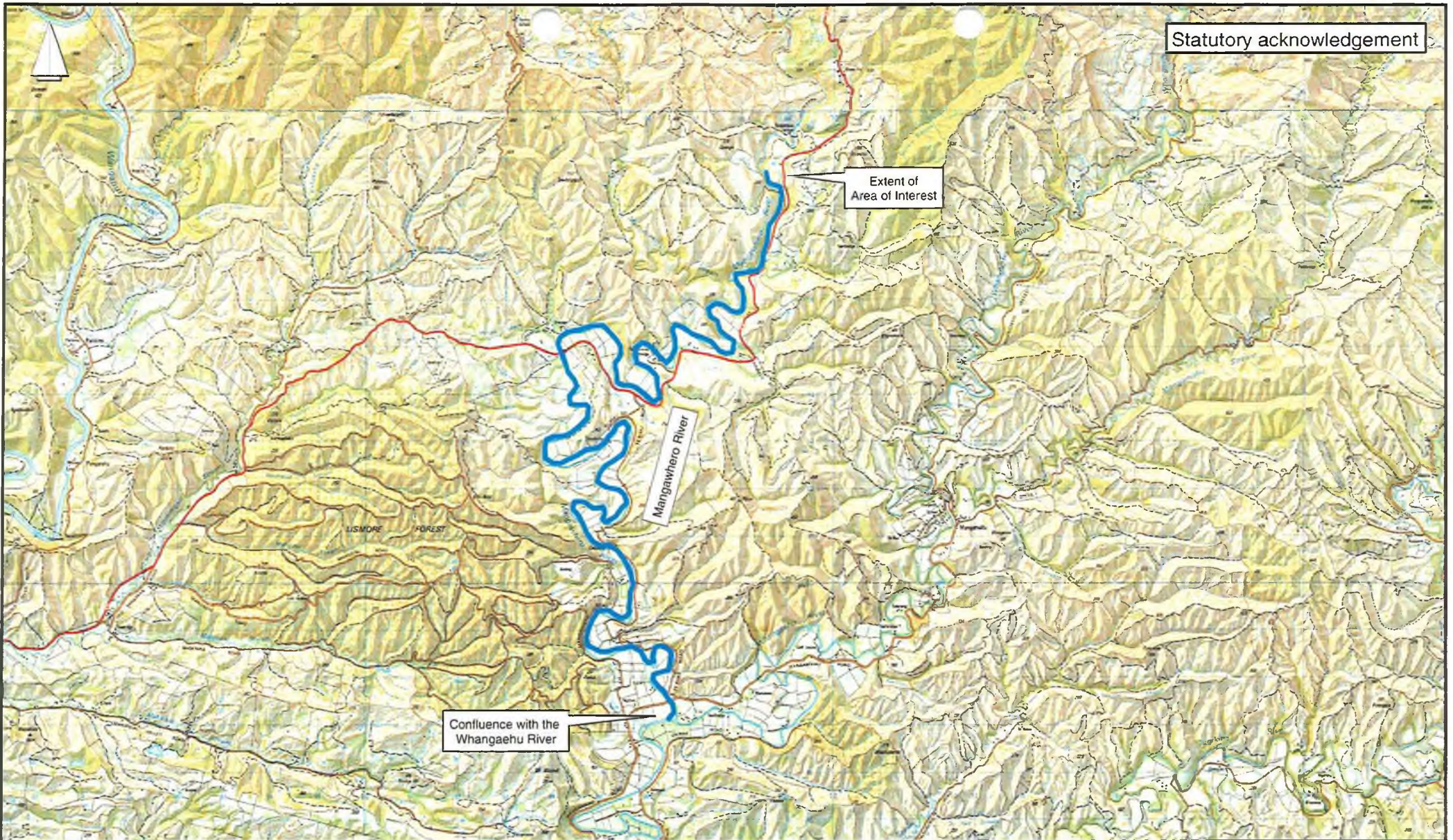
Areas referred to in the Deed of Settlement between  
Ngāti Apa (North Island) and the Crown

Approved as to boundaries:

*Ziko Koper* 6.10.18  
for and on behalf of Ngāti Apa (North Island)

*Jason Williams* 6.10.18  
for and on behalf of the Crown

**SO 402253**



Statutory acknowledgement

Extent of Area of Interest

Mangawhero River

Confluence with the Whangaehu River

LISMORE FOREST



Wellington Land District  
Boundaries are indicative only  
Grid lines are at 1000 metres



## Mangawhero River

Areas referred to in the Deed of Settlement between  
Ngāti Apa (North Island) and the Crown

Approved as to boundaries:

*Felix Kuper* 6.9.2018  
for and on behalf of Ngāti Apa (North Island)

*Jackie Williams* 6.9.2018  
for and on behalf of the Crown

**SO 402255**



Wellington Land District  
Boundaries are indicative only  
Grid lines are at 10 kilometres



## Whangaehu River

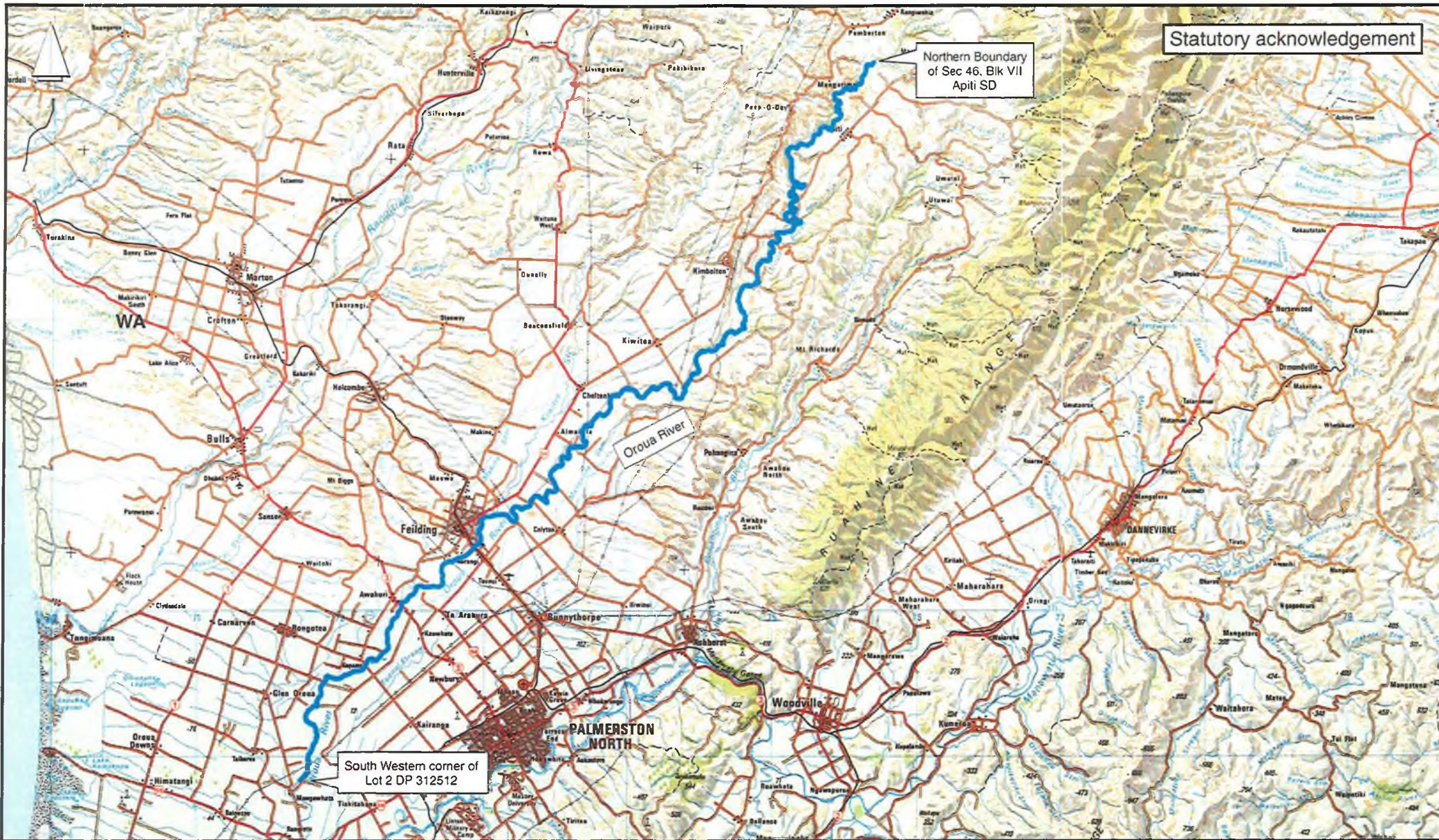
Areas referred to in the Deed of Settlement between  
Ngāti Apa (North Island) and the Crown

Approved as to boundaries:

*Joko Kopyov* 6/10/8  
for and on behalf of Ngāti Apa (North Island)

*Nicky Williams* 6/10/8  
for and on behalf of the Crown

**SO 402254**



Statutory acknowledgement

Northern Boundary of Sec 46, Blk VII Apati SD

South Western corner of Lot 2 DP 312512



Wellington Land District  
Boundaries are indicative only  
Grid lines are at 10 kilometres



### Oroua River

Areas referred to in the Deed of Settlement between  
Ngāti Apa (North Island) and the Crown

Approved as to boundaries:  
*Joko Kipua* 6/9/8  
for and on behalf of Ngāti Apa (North Island)  
*Jacky Williams* 6/9/8  
for and on behalf of the Crown

**SO 402256**