

NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA

and

**THE TRUSTEES OF THE NGĀTI KAHUNGUNU KI WAIRARAPA
TĀMAKI NUI-A-RUA SETTLEMENT TRUST**

and

THE CROWN

DEED OF SETTLEMENT SCHEDULE:

DOCUMENTS

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1 OVERLAY CLASSIFICATION

1.1 Overlay classification created over Castlepoint Scenic Reserve

Description of area

Castlepoint Scenic Reserve (as shown on OTS-203-13).

Preamble

Through the provisions of the shared redress legislation, the Crown will acknowledge the statement by the governance entity of their cultural, spiritual, historic and/or traditional values relating to Castlepoint Scenic Reserve.

Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Values

Our every action is sourced in the values we have inherited from our Tīpuna. These values are:

Mana Atua: the highest value because it is the basis of Wairuatanga.

Mana Tīpuna: denotes the element of respect for the way we carry forward the legacy of our Tīpuna. This interacts with Mana Tāngata as an inherited value.

Mana Whenua: (including Mana Moana) denotes rangatiratanga, dignity and authority.

Whakapapa: the overall value that defines who we are and our links back to the Atua.

Taonga: the value defining what we treasure – what is precious to us.

Rawa: the value that defines all ranges of resources. They include natural, physical, financial, cultural and human resources.

Tikanga: depicted here as the element of principles and the ethics that are in accord with the way we apply the legacy of our Tīpuna.

Mauri: all things, both animate and inanimate, have been imbued with the mauri generated from the realm of te kore. The mauri represents the interconnectedness of all things that have being.

Kanohi ki te kanohi: engagement and formal consultation face to face.

These values are enshrined within kaitiakitanga.

Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua are kaitiaki of **Rangiwhakaoma** (Castlepoint).

Rangiwhakaoma has always been a significant location for our Ngāti Kahungunu people, as a food gathering source.

Rangiwhakaoma was named by the ancestor, navigator Kupe, who was chasing the octopus of Muturangi across the expanse of Te Moana-nui-a-Kiwa (Pacific Ocean) to the cave below where the lighthouse is today.

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The name of this cave is "Te Ana o Te Wheke o Muturangi" (The cave of the Octopus of Muturangi).

The name Rangiwahakaoma means "The skies that race" owing to the nature of the clouds passing over.

Rangiwahakaoma is also where the Tākitimu waka landed, off-loading the tohunga Tūpai, whose skills as a tohunga became known throughout the land, having his own whare wananga.

His most celebrated student was Rongokako, who is the grandfather of our eponymous tribal ancestor, Kahungunu.

There are a number of wāhi-tapu and urupā within the district of Rangiwahakaoma. The most well-known is within the original native reserve – Ngā Tamatea, called the Castlepoint Settlers' Cemetery which actually is in Maori ownership under the name of Ngapire Pōtangoa.

Ngapire Pōtangoa died 1939 and was the daughter of the celebrated Chief Paora Pōtangoa, who instigated the building of the Ngā Tau E Waru Meeting House at Te Ore Ore.

Wāhi-tapu and urupā were not restricted to what is just the Cemetery Reserve, as shown by the number of tāonga and koiwi that still continue to be found along the beach with the shifting of sand over time.

The Hapū most associated with Rangiwahakaoma and who assert Mana Whenua – Mana Moana, is Te Hika a Pāpāuma Ki Wairarapa, and their marae at Whakataki called Matira-Rangiwahakaoma.

Their customary rights are based on descent from Rākai-hiku-roa (Kahungunu's grandson) and his wife Pāpāuma. Through the centuries Te Hika a Pāpāuma Ki Wairarapa identified themselves as a Ngāti Kahungunu hapū, but with strong kinship bonds with their inland relations from Ngāti Hāmua through marriage and trade over that same time period.

Protection Principles

The following protection principles are agreed by the Minister for Conservation the mandated representatives of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-a-Rua for the purposes of avoiding harm to, or in the diminishing of iwi values related to Castlepoint Scenic Reserve:

- (a) protection of wāhi tapu, wāhi tīpuna, wāhi taonga, significant places, traditional materials and resources, flora and fauna, water and the wider environment of the Reserve;
- (b) recognition and respect for Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-a-Rua mana, kaitiakitanga, tīkanga/ kawa over and in the Reserve and in particular their relationship with wāhi tapu, wāhi tīpuna and wāhi taonga of the Reserve, and their relevance to the protection of Castlepoint Scenic Reserve;
- (c) encouragement of recognition and respect for the association of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-a-Rua with the Reserve;

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- (d) accurate portrayal of the association and kaitiakitanga relationship of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-a-Rua with the Reserve;
- (e) protection of indigenous flora and fauna and waters within Castlepoint Scenic Reserve and its immediate environs;
- (f) recognition of the interest of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tāmaki nui-a-Rua in actively protecting indigenous species, and the ecosystems in the Reserve; and
- (g) recognition of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-a-Rua mahinga kai and the provision of cultural resources in the Reserve.

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

Pursuant to clause 5.1.4 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation (the Department) in relation to the specific principles:

- (a) the Department staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua values related to the Reserve and will be encouraged to respect the association the iwi have with the Reserve including their role as kaitiaki;
- (b) the Department will engage with the trustees regarding the provision of all new Department public information or educational material related to the Reserve and where appropriate the content will reflect the significant relationship of the iwi with Castlepoint Scenic Reserve;
- (c) the Department will only use Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua cultural information relating to the Reserve with the consent of the trustees;
- (d) the Department will engage with the trustees on the design and location of any new signs in the Reserve to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;
- (e) the public will be informed that the removal of all rubbish and wastes from Castlepoint Scenic Reserve is required;
- (f) significant earthworks and soil/vegetation disturbance (other than for ongoing track maintenance) will be avoided where possible;
- (g) where significant earthworks and disturbances of soil and vegetation cannot be avoided, Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua will be consulted and particular regard had to their views, including those relating to kōiwi (human remains) and archaeological sites;
- (h) any kōiwi or other taonga found or uncovered will be left untouched and contact made as soon as possible with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua to ensure representation is present on site to deal with the kōiwi or taonga in accordance with their tikanga, noting that the

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treatment of the kōiwi or other taonga will also be subject to any procedures required by law;

- (i) the Department of Conservation staff will consult the trustees over any proposed introduction or removal of indigenous species to and from Castlepoint Scenic Reserve;
- (j) the Department of Conservation will recognise the importance of the indigenous species and ecosystems of the Reserve to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua by monitoring the health of, and threats to, Castlepoint Scenic Reserve and by advocating sound and sustainable environmental planning principles and processes;
- (k) the Department of Conservation will foster a collaborative approach to working with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua in respect of the ongoing management of the Reserve including informing the trustees of all monitoring plans, activities and processes for the protection of indigenous flora and fauna in the Reserve; and identifying opportunities for iwi involvement.

2 STATEMENTS OF ASSOCIATION

Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua's statements of association are set out below. These are statements of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua's particular cultural, spiritual, historical, and traditional association with identified areas.

Ārete(hill) (as shown on deed plan OTS-203-03)

The headwaters of the Ruamahanga are in the Tararua Range near Ārete and the river meanders across the eastern side of the plains, building them up through deposits of gravels and silt, before entering the sea via the southern lake system. This maunga or mountain is also known as Hanga-o-Hiatangata. Hiatangata is the mother of Muretu the eponymous ancestor of the hapū Ngāti Muretu, a strong hapū of Ngāti Kahungunu.

The boundaries established by Tutepakihirangi included the Tararua Range and Arete where he stated that where the water flows into the Wairarapa is land for the people of the Wairarapa. These boundaries were established as the peace made through a kawenata between Ngāti Kahungunu and other iwi after the musket wars in 1841. This boundary setting established the lands for the Ngāti Kahungunu Ki Wairarapa people and their safe return from refuge in Nukutaurua.

Carter Scenic Reserve (as shown on deed plan OTS-203-04)

This repo or wetland is a part of the traditional Taratahi lands of Ngāti Kahungunu. The wetlands of the Wairarapa are a significant land feature for Ngāti Kahungunu because they are a key area for indigenous flora and fauna and mahinga kai. The traditional connection of Ngāti Kahungunu to what is now Carter Scenic Reserve is evidenced by the creation of eel fishing reserves when the surrounding land was alienated in the early 1850s.

This site is a part of the block of land traditionally known as Wairākau. It is famed as the place the kaihautu of the Tākitimu waka came to from Pāhāoa. While he constructed a garden on the lands bordering the wetland, this was the place where he brought a kaitiaki for the Tākitimu, Parakaiti, a taniwha. When the captain of the waka left, the taniwha remained and has become the kaitiaki for this area.

Through the province of Wairarapa there are fewer than five percent of wetlands left, so maintaining Carter Scenic Reserve is important, especially with respect to habitat for indigenous fauna. Ngāi Tāneroa and associated Ngāti Kahungunu hapū, and their marae, Hurunui-o-Rangi, are tangata whenua here and have enjoyed a long connection to this wetland.

Coastal Marine Area (as shown on deed plan OTS-203-02)

Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua ("Ngāti Kahungunu") are better known today as:

1. Ngāti Kahungunu ki Wairarapa; and
2. Ngāti Kahungunu ki Tāmaki nui-a-Rua.

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Ngāti Kahungunu trace their ancestry and connection to the coastal marine area from Tautāne to Turakirae from the earliest inhabitants through to the successive waves of Ngāti Kahungunu migrations into the district.

Ngāti Kahungunu migrations into Wairarapa and Tāmaki nui-a-Rua were generally peaceful and achieved through "tuku" whereby land was gifted by the local inhabitants in return for tangible objects such as waka. This led to local inhabitants migrating whilst others remained and intermarriage ensued with protection given by the migrants. On occasion where there was resistance to Ngāti Kahungunu overtures, our ancestors simply took the land, describing this in the Native Land Court as giving the land "mana".

The three Ngāti Kahungunu hapū karanga synonymous with the coastal marine area are:

1. Te Hika o Pāpāuma;
2. Ngāi Tūmapūhia-ā-Rangi; and
3. Ngāti Hinewaka.

These hapū were and continue to be seen today as tuturu hapū of Ngāti Kahungunu.

On the arrival of the sacred waka "Tākitimu" to Rangiwahakaoma (Castlepoint), there alighted one of the most famed tohunga on the waka, none other than Tūpai, who when he set up his whare wananga taught Rongokako, the son of Tamatea Arikini, the rangatira of Tākitimu.

The district of Wairarapa ki Tāmaki nui-a-Rua in the 19th Century was known as "Te Rohe o Rongokako", an acknowledgement of our Ngāti Kahungunu whakapapa and history.

Ngāti Kahungunu occupied numerous pā and kāinga along the length of the coastal marine area from Tautane (where the headstone of a celebrated Ngāti Kahungunu chief is) to Turakirae which following the inter-iwi wars in the late 1830's became the south Western boundary for Ngāti Kahungunu.

Ngāti Kahungunu's interests along the coastal marine area are through traditional rights of whakapapa and occupation as descendants of Ngāti Kahungunu.

Ngāti Kahungunu are the kaitiaki for urupā all along the coastal marine area, some of which are in continued use today.

As previously stated, Ngāti Kahungunu had fought significant battles with the previous inhabitants from whom they took their mana by virtue of "Te Rīnga Kaha"...the strong hand. These battles such as at Wainui where Te Whatuiāpiti and his war party of Ngāti Kahungunu warriors defeated their opponents to the extent that the river ran red with their blood are still recounted today.

Other battles took place further south at Aohanga at Pā Kōwhai and at Mātaikonā at Awapiripiri Pā where Te Hika o Pāpāuma defeated the original inhabitants to claim the mana over the land. For Ngāti Kahungunu these are the historical kōrero handed down to a new generation from an older one.

Defining kōrero such as this explain why the coastal marine area is of such paramount significance to Ngāti Kahungunu and continues to be so.

Ngāti Kahungunu not only claims a customary right within the coastal marine area, but a continuous occupation right.

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Lowes Bush Scenic Reserve (as shown on deed plan OTS-203-05)

This repo is a part of the traditional Taratahi lands of Ngāti Kahungunu. Lowes Bush Scenic Reserve and the wider wetlands are a key area for indigenous flora and fauna and mahinga kai. The traditional connection of Ngāti Kahungunu to what is now Lowes Bush Scenic Reserve is evidenced by the creation of eel fishing reserves when the surrounding land was alienated in the early 1850s.

Lowes Bush Scenic Reserve has some of the best examples of indigenous flora, especially Kahikatea, and the preservation of these trees is a focus for Ngāti Kahungunu and the community in this area. This repo is important because of its relatively northern location where there are even fewer wetlands than the southern lakes' area of Wairarapa Moana.

The marae community that include Lowes Bush Scenic Reserve in their whenua tawhito (traditional lands) is Hurunui-o-Rangi and the hapū from that marae and for that land is Ngāi Tāneroa. Hurunui-o-Rangi is associated with Ngāti Kahungunu through whakapapa and tikanga, including the powhiri process. Ngāi Tāneroa has a whakapapa association with Ngāti Kahungunu through Kahungunu's uncle, Uhenga Ariki who was the husband of Tāneroa.

Mount Hector (peak) (Pukemoumou) (as shown on deed plan OTS-203-06)

Mount Hector is a maunga in Tararua Range of significance to Ngāti Kahungunu. It is located on a traditional trail used as a means of communication and trade across the range to Manawatū District and also while hunting and gathering mahinga kai.

It is also on the ridgeline demarcating a more recent boundary created in 1839 by Ngāti Kahungunu and the iwi occupying Te Whanganui-a-Tara after several years fighting. This solemn peace described the boundary as "the waters that flow west are for you to drink and the waters flowing east will be for us to drink". Thus Ngāti Kahungunu was able to return and re-occupy their lands in the Wairarapa.

Ōumakura Scenic Reserve (as shown on deed plan OTS-203-07)

Ōumakura Scenic Reserve is a bush area near the coast with several species of native flora and fauna of importance to Ngāti Kahungunu for mahinga kai, rongoā and other uses present. Ōumakura is a significant Ngāti Kahungunu pā and occupation site, located in the hills between the closely occupied Waikekeno lands on the coast and the Ngā Waka a Kupe blocks inland and is traversed by the Umukuri Stream.

Ōumakura is part of the land given to Ngāti Kahungunu rangatira Māhanga-pūhua in exchange for the waka on which Māhanga-pūhua and his people had travelled from Hawke's Bay. This led to several Ngāti Kahungunu hapū coming to occupy the eastern coastal Wairarapa area. Ngāti Kahungunu hapū Ngāti Mahu and Ngāti Te Kawekairangi consider their association to this area was recognised when a reserve was set aside for Ngāti Kahungunu just a short distance east at Waikekeno in 1855.

Whilst the coastal pā such as at Waikekeno offered access to the abundant seafood resources and horticultural land where kūmara and other foods could be grown, Ōumakura provided these Ngāti Kahungunu hapū with the forest bounty and also the pathways further into the interior and further forest and freshwater resources.

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Pāhaoa Scientific Reserve (as shown on deed plan OTS-203-08)

Pāhaoa Scenic Reserve is situated on the coast a little over one kilometre south of the Pāhaoa River mouth. The reserve's sand dunes are habitat to one of the few remaining places on the South Wairarapa coast where pīngao plants grow reasonably well. Pīngao is highly prized for weaving.

Pāhaoa has significant historical and cultural significance to tangata whenua. Kupe left his nephew Rerewhakaitu near Pāhaoa and he is represented in the form of a large upright rock signalling to divers a place of abundant kai moana. It is also how the Rerewhakaitu Stream gets its name. Ngārarahuarau, a taniwha from Waimārama who travelled in search of his sister, Parakuiti, caught her scent at Pāhaoa and travelled up the river.

Pāhaoa is part of the land given to Ngāti Kahungunu rangatira Māhanga-pūhua in exchange for the waka on which Māhanga-pūhua and his people had travelled from Hawke's Bay. This led to several Ngāti Kahungunu hapū coming to occupy the eastern coastal Wairarapa area. The gruesome murder of Māhanga-pūhua's mother in this area meant that the peace agreed to by Ngāti Kahungunu was a significant compromise for peace. These events show the significance as maumahara or memorial for Ngāti Kahungunu.

Ngāti Kahungunu hapū Ngāti Rongomaiaia and Ngāti Te Aokino consider their association to this area was recognised when a reserve was set aside at Pāhaoa for Ngāti Kahungunu in 1855.

The Pāhaoa area is one of intensive Ngāti Kahungunu and earlier iwi settlement. The two pā sites above the reserve and the many stone rows, stone mounds, pits, midden, pā, urupā, and terraces in the vicinity reflect the high cultural value of this coastal land, providing access to abundant kai moana, good soil and growing conditions for gardening, and the river provided important access to inland mahinga kai and forests.

Rewa Bush Conservation Area (as shown on deed plan OTS-203-09)

This forest remnant is of great significance to Ngāti Kahungunu. The forest and its waterways have always been a valued source of mahinga kai, such as manu (birds), tuna (eels), berries, fruit, rongoā, and other resources. To access these vital resources Ngāti Kahungunu maintained a pā site a short distance south. The area also provided an important pathway for inland and coastal hapū of Ngāti Kahungunu.

Rewa Bush Conservation Area also marks a watershed of importance to the iwi. To the north-east it includes the headwaters of the Waihora Stream, a tributary of the Whareama River, and to the west it includes in the headwaters of the Kahumingi stream, a tributary of the Taueru River, and to the south it includes the Motuwairaka (Motuwairaka) Stream; all being waterways of great cultural and spiritual significance to Ngāti Kahungunu hapū Ngāi Tūmapūhia-ā-Rangi.

The Whareama leads out to one of Ngāti Kahungunu's crayfish spawning places, Waimīmiha. The Taueru is an ara tawhito (an ancient pathway) from the Ruamahanga and then crossing over here to streams leading out to the coast along the Whareama River and the Motuwairaka River. The Motuwairaka River leads out to the sea at what is now known as Riversdale, a very productive stretch on our coastline.

The pā just south of the Rewa Bush Conservation Area was likely a taupahī (seasonal resting place) site where coastal hapū worked to gather kai. While it is near an awa from the Rewa Bush site, taupahī were located by water sites that could support many people, as people would live

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there for at least three months. From this pā people would extend out into the ngahere to gather food.

Remutaka Forest Park (as shown on deed plan OTS-203-10)

The Remutaka Forest Park is a site of considerable importance to Ngāti Kahungunu. Remutaka takes its name from Haunui-a-Nanaia, the son of Popoto, one of the rangatira on the Kurahaupō waka. Haunui is also a descendant of Kupe, the first to discover Aotearoa. Haunui is also the tipuna of Rongomaiwahine, the most celebrated wife of Kahungunu who are the progenitors of the iwi Ngāti Kahungunu. Not only was Haunui responsible for naming Remutaka but he also named Wairarapa and many of the major rivers throughout the Wairarapa valley. There are many significant cultural and historical sites within and alongside the Remutaka Forest Park.

Pā are also present and it has been the site of many battles over the long period of Maori occupation and into the early 19th Century in particular as Ngāti Kahungunu were forced to fight to retain mana over our lands, having lost the lands to the west. The Remutaka Forest Park provides an important part of the landscape where the ridgeline defines the now peaceful boundary between east and west. The waters that flow to the east as laid down in the solemn peace agreement between Ngāti Kahungunu and iwi occupying Te Whanganui-a-Tara are for Ngāti Kahungunu to drink and in the case of the Remutaka Forest Park provides important sustenance for the flora and fauna of Wairarapa Moana.

Rocky Hills Sanctuary Area (as shown on deed plan OTS-203-11)

This sanctuary is a forest remnant of great significance to Ngāti Kahungunu. It takes in the headwater of the Waipunga Stream a tributary of the adjacent Wainuioru River and Pāhaoa River.

The settlement of Ngāti Kahungunu in the Wairarapa began with a request for land from Te Rangitāwhanga to his uncle, Te Rerewa, a rangatira of the resident iwi who was about to migrate to Te Waipounamu, which was responded to by a request for several waka. More waka were needed to make the exchange and Ngāti Kahungunu iwi came up the Wainuioru to harvest tōtara. To get these trees down the valley, a dam was formed by the logs so the water building up behind the logs brought energy to push the logs down the Pāhaoa to the coastline. The logs were carved into waka and exchanged for land, including Wairarapa Moana.

These types of hills are known to Ngāti Kahungunu as taipō. A taipō is a tipua and is connected with eeling and the success of the mahinga kai. If Ngāti Kahungunu people were unsuccessful or successful with their eeling the cause was often the taipō. Geologically the taipō was an uplifted feature that included but isn't restricted to sandstone. The sandstone deposits in the Rocky Hills were vital for processing stone implements such as from pounamu utilised throughout the rohe of Ngāti Kahungunu. This was important to Ngāti Kahungunu as an iwi that valued trading.

Turakirae Head Scientific Reserve (as shown on deed plan OTS-203-12)

Turakirae Head Scientific Reserve is located in the most south-western corner of what we know today as Wairarapa. The landforms at the reserve are testament to the enormous geological activity in the region over hundreds of years which has had significant effects for Ngāti Kahungunu on their land and other natural resources most evident with the effects on Wairarapa Moana causing major environmental changes. These effects at Turakirae include huge uplifts that have changed the form of the Cook Strait Canyon that is also the habitat for the inshore fishery. Such

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disruption of the shoreline can detrimentally affect a rich source of mahinga kai. The changes to Wairarapa Moana throughout time is the emergence of fault lines, especially as puna or springs allowed for new taupahī or seasonal food gathering places.

Turakirae is the pongaihu or nostril of Maui's fish, Te Ika-a-Māui of Aotearoa. However the name, as with several other significant landscapes on the southern Te Ika-a-Māui coastline, is said to have originated with Kupe. Kupe located one of his nephews named Matauranga at Turakirae to stand watch for Te Wheke o Maturangi and was then recognised as a significant fishery especially for hāpuku.

The Ngāti Ira of Palliser Bay of both Ira and Kahungunu descent ventured over to this region and beyond into Te Whanganui a Tara prior to the incursion of other iwi. These conflicts were resolved by 1840 and Turakirae became a significant landmark in the peace process between Ngāti Kahungunu, and these other iwi. Turakirae is the southern boundary of Ngāti Kahungunu iwi whose coastal rohe is encapsulated in the expression "Mai i Paritū ki te raki tae atu ki Turakirae ki te tonga", ie extending from Paritū in the north to Turakirae in the south.

Traditionally Turakirae was a significant point on the coastal trail, a trade and communication route between Wairarapa and Whanganui-a-Tara and further afield and also an area important to Ngāti Kahungunu as a base for seasonal fishing and seasonal camping.

3 DEED OF RECOGNITION

THIS DEED is made by **THE CROWN** acting by the Minister of Conservation and the Director-General of Conservation

1 INTRODUCTION

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –
- 1.1.1 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua (the settling group); and
 - 1.1.2 the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust (the governance entity).
- 1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):
- 1.2.1 Arete (hill) and Mount Hector (peak) (as shown on deed plans OTS-203-03 and OTS-203-06):
 - 1.2.2 Carter Scenic Reserve (as shown on deed plan OTS-203-04):
 - 1.2.3 Lowes Bush Scenic Reserve (as shown on deed plan OTS-203-05):
 - 1.2.4 Oumakura Scenic Reserve (as shown on deed plan OTS-203-07):
 - 1.2.5 Pahaoa Scientific Reserve (as shown on deed plan OTS-203-08):
 - 1.2.6 Rewa Bush Conservation Area (as shown on deed plan OTS-203-09):
 - 1.2.7 Remutaka Forest Park within the area of interest (as shown on deed plan OTS-203-10):
 - 1.2.8 Rocky Hills Sanctuary Area (as shown on deed plan OTS-203-11):
 - 1.2.9 Turakirae Head Scientific Reserve (as shown on deed plan OTS-203-12).
- 1.3 Those statements of association are –
- 1.3.1 in the documents schedule to the deed of settlement; and
 - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the **[name]** Act **[year]**, being the settlement legislation that gives effect to the deed of settlement.

DOCUMENTS

3: DEED OF RECOGNITION

2 CONSULTATION

- 2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
- 2.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977:
 - 2.2.2 preparing a national park management plan under the National Parks Act 1980:
 - 2.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:
 - (a) to identify and protect wildlife or indigenous plants:
 - (b) to eradicate pests, weeds, or introduced species:
 - (c) to assess current and future visitor activities:
 - (d) to identify the appropriate number and type of concessions:
 - 2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river:
 - 2.2.5 locating or constructing structures, signs, or tracks.
- 2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

3 LIMITS

- 3.1 This deed –
- 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
 - 3.1.2 does not require the Crown to undertake, increase, or resume any identified activity; and
 - 3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
 - 3.1.4 is subject to the settlement legislation.

DOCUMENTS

3: DEED OF RECOGNITION

4 TERMINATION

- 4.1 This deed terminates in respect of a statutory area, or part of it, if –
- 4.1.1 the governance entity, the Minister of Conservation, and the Director-General of Conservation agree in writing; or
 - 4.1.2 the relevant area is disposed of by the Crown; or
 - 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and/or Crown official.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Minister and/or Crown official responsible for that activity.

5 NOTICES

- 5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is –

Department of Conservation
Conservation House
18 Manners Street
WELLINGTON 6011

PO Box 10420
The Terrace
WELLINGTON 6143

6 AMENDMENT

- 6.1 This deed may be amended only by written agreement signed by the governance entity and the Minister of Conservation and the Director-General of Conservation.

7 NO ASSIGNMENT

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

8 DEFINITIONS

- 8.1 In this deed –

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

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

DOCUMENTS

3: DEED OF RECOGNITION

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

Director-General of Conservation has the same meaning as Director-General in section 2(1) of the Conservation Act 1987; and

identified activity means each of the activities specified in clause 2.2; and

Minister means the Minister of Conservation; and

person includes an individual, a corporation sole, a body corporate, and an unincorporated body; and

settling group and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua have the meaning given to them by the deed of settlement; and

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

statement of association means each statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

statutory area means an area referred to in clause 1.2, the general location of which is indicated on the deed plan referred to in relation to that area, but which does not establish the precise boundaries of the statutory area; and

writing means representation in a visible form on a tangible medium (such as print on paper).

9 INTERPRETATION

- 9.1 The provisions of this clause apply to this deed's interpretation, unless the context requires a different interpretation.
- 9.2 Headings do not affect the interpretation.
- 9.3 A term defined by –
- 9.3.1 this deed has that meaning; and
 - 9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meanings where used in this deed.
- 9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.
- 9.5 The singular includes the plural and vice versa.
- 9.6 One gender includes the other genders.

DOCUMENTS

3: DEED OF RECOGNITION

- 9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 9.8 A reference to –
- 9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and
 - 9.8.2 legislation means that legislation as amended, consolidated, or substituted.
- 9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

SIGNED as a deed on [*date*]

SIGNED for and on behalf of
THE CROWN by –

The Minister of Conservation in the
presence of –

WITNESS

Name:
Occupation:
Address:

The Director-General of Conservation
in the presence of –

WITNESS

Name:
Occupation:
Address:

DOCUMENTS

3: DEED OF RECOGNITION

Schedule

Copies of Statements of Association

Arete (hill) (as shown on deed plan OTS-203-03)

Carter Scenic Reserve (as shown on deed plan OTS-203-04)

Lowes Bush Scenic Reserve (as shown on deed plan OTS-203-05)

Mount Hector (peak) (as shown on deed plan OTS-203-06)

Oumakura Scenic Reserve (as shown on deed plan OTS-203-07)

Pahaoa Scientific Reserve (as shown on deed plan OTS-203-08)

Rewa Bush Conservation Area (as shown on deed plan OTS-203-09)

Remutaka Forest Park within the area of interest (as shown on deed plan OTS-203-10)

Rocky Hills Sanctuary Area (as shown on deed plan OTS-203-11)

Turakirae Head Scientific Reserve (as shown on deed plan OTS-203-12)

4 PROTOCOLS

DOCUMENTS

4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

4.1 TAONGA TŪTURU PROTOCOL

DOCUMENTS

4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA ON SPECIFIED ISSUES

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [xx] between Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua 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 “Protocol”) setting out how the Minister and the Chief Executive for Manatū Taonga also known as the Ministry for Culture and Heritage (the “Chief Executive”) will interact with the governance entity on matters specified in the Protocol. These matters are:
- 1.1.1 Protocol Area – Part 2
 - 1.1.2 Terms of issue – Part 3
 - 1.1.3 Implementation and communication – Part 4
 - 1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 – Part 5
 - 1.1.5 The role of the Minister under the Protected Objects Act 1975 – Part 6
 - 1.1.7 Effects on Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua’s interests in the Protocol Area – Part 7
 - 1.1.8 Registration as a collector of Ngā Taonga Tūturu – Part 8
 - 1.1.9 Board Appointments – Part 9
 - 1.1.10 National Monuments, War Graves and Historical Graves – Part 10
 - 1.1.11 History publications relating to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua – Part 11
 - 1.1.12 Cultural and/or Spiritual Practices and professional services – Part 12
 - 1.1.13 Consultation – Part 13
 - 1.1.14 Changes to legislation affecting this Protocol – Part 14
 - 1.1.15 Definitions – Part 15
- 1.2 For the purposes of this Protocol the governance entity is the body representative of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua who have an interest in the matters covered under this Protocol. This derives from the status of the governance entity as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

DOCUMENTS

4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- 1.3 Manatū Taonga also known as the Ministry (the Ministry) and the governance entity are seeking a relationship consistent with 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.
- 1.4 The purpose of the Protected Objects Act 1975 (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 roles in terms of the matters mentioned in clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input, into matters set out in clause 1.1, as set out in clauses 5 to 11 of this Protocol.

2 Multi-Agency Collaboration

- 2.1 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua seek opportunities for collaboration with the culture and heritage sector in relation to their cultural interests. The Ministry agrees to meet with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and other agencies to identify and discuss potential opportunities for collaboration.

3 PROTOCOL AREA

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

4 TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to section 22 of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Claims Settlement Act (the "Settlement Legislation") that implements the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

5 IMPLEMENTATION AND COMMUNICATION

- 5.1 The Chief Executive will maintain effective communication with the governance entity by:
 - 5.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;
 - 5.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;
 - 5.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;
 - 5.1.4 meeting with the governance entity to review the implementation of this Protocol if requested by either party;
 - 5.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol and of the obligations of the Chief Executive under it;

DOCUMENTS

4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- 5.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and

including a copy of the Protocol with the governance entity on the Ministry's website.

6 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT

General

- 6.1 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:
- 6.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua origin found anywhere else in New Zealand;
 - 6.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua origin found anywhere else in New Zealand;
 - 6.1.3 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 Kahungunu ki Wairarapa Tāmaki nui-a-Rua origin found anywhere else in New Zealand;
 - 6.1.4 notify the governance entity in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
 - 6.1.5 notify the governance entity in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Ownership of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua origin found elsewhere in New Zealand

- 6.2 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 Kahungunu ki Wairarapa Tāmaki nui-a-Rua 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.
- 6.3 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: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- 6.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua 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.

Custody of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua origin found elsewhere in New Zealand

- 6.5 If the governance entity does not lodge a claim of ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:
- 6.5.1 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and
 - 6.5.2 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Repatriation

- 6.6 In respect of Taonga Tūturu of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua found prior to 1 April 1976, the Minister and Chief Executive recognize the importance of such Taonga Tūturu to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and acknowledge the efforts of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to protect and repatriate those Taonga Tūturu.

Export Applications

- 6.7 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 6.8 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua 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 the Chief Executive's decision.

7 THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

- 7.1 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:
- 7.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
 - 7.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;

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4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- 7.2 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.

8 EFFECTS ON NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA INTERESTS IN THE PROTOCOL AREA

- 8.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua's interests in the Protocol Area.
- 8.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua interests in the Protocol Area.
- 8.3 Notwithstanding paragraphs 7.1 and 7.2 above the Chief Executive and governance entity shall meet to discuss Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

9 REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

- 9.1 The Chief Executive will register the governance entity as a Registered Collector of Taonga Tūturu.

10 BOARD APPOINTMENTS

- 10.1 The Chief Executive shall:
- 10.1.1 notify the governance entity of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
 - 10.1.2 add the governance entity's nominees onto Manatū Taonga/Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and
 - 10.1.3 notify the governance entity of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

11 NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

- 11.1 The Chief Executive shall seek and consider the views of the governance entity on any proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua interests in the Protocol Area. For the avoidance of any doubt, this does not include normal maintenance or cleaning.
- 11.2 Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the governance entity, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

12 HISTORY PUBLICATIONS

- 12.1 The Chief Executive shall:

DOCUMENTS

4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- 12.1.1 upon commencement of this protocol provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relates substantially to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua; and
- 12.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua:
- (a) from an early stage;
 - (b) throughout the process of undertaking the work; and
 - (c) before making the final decision on the material of a publication.
- 12.2 It is accepted that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by the governance entity, is entitled to make the final decision on the material of the historical publication.
- 13 PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES**
- 13.1 Where the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngātu Kahungunu within the Protocol Area, the Chief Executive will make a contribution subject to prior mutual agreement, to the costs of undertaking such practices.
- 13.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services relating to cultural advice, historical and commemorative services sought by the Chief Executive.
- 13.3 The procurement by the Chief Executive of any such services set out in Clauses 12.1 and 12.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.
- 14 CONSULTATION**
- 14.1 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:
- 14.1.1 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;
 - 14.1.2 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;
 - 14.1.3 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;
 - 14.1.4 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

DOCUMENTS

4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

14.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

15 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

15.1 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 shall:

15.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;

15.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and

15.1.3 report back to the governance entity on the outcome of any such consultation.

16 DEFINITIONS

16.1 In this Protocol:

Chief Executive means the Chief Executive of Manatū Taonga also known as the Ministry for Culture and Heritage and includes any authorised employee of Manatū Taonga also known as 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 the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust

Ngā Taonga Tūturu has the same meaning as in section 2 of the Act and means two or more Taonga Tūturu

Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua has the meaning set out in clause [xx] 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 Protocol

DOCUMENTS

4: PROTOCOLS: 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:

ATTACHMENT A
THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



**ATTACHMENT B
SUMMARY OF THE TERMS OF ISSUE**

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

1.1 The Minister may amend or cancel this Protocol, but only after consulting with the governance entity and having particular regard to its views (section 22).

2. Limits

2.1 This Protocol does not –

2.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law and government policy, including:

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tangata whenua); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua or a representative entity (section 23(c)); or

2.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to, taonga tuturu.

3. Breach

3.1 Subject to the Crown Proceedings Act 1950, the governance entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 24).

3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.84).

4: PROTOCOLS: CROWN MINERALS PROTOCOL

4.2 CROWN MINERALS PROTOCOL

4: PROTOCOLS: CROWN MINERALS PROTOCOL

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA BY THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust (the governance entity) and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister of Energy and Resources (the “**Minister**”) would issue a Protocol (the “**Protocol**”) setting out how the Ministry of Business, Innovation and Employment (the “**Ministry**”) will consult with the governance entity on matters specified in the Protocol.
- 1.2 Both the Ministry and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua are seeking a constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.3 Section 4 of the Crown Minerals Act 1991 (the “**Act**”) requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi. The minerals programmes set out how this requirement will be given effect to.
- 1.4 The Minister and the Ministry recognise that the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust is the governance entity of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and represents Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua.
- 1.5 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua are tāngata whenua and kaitiaki of the Protocol Area and have significant interests and responsibilities in relation to the preservation, protection and management of natural resources within the Protocol Area.

2 PURPOSE OF THIS PROTOCOL

- 2.1 With the intent of creating a constructive relationship between Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Ministry in relation to minerals administered in accordance with the Act in the Protocol Area, this Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Protocol.
- 2.2 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

3 OWNERSHIP OF MINERALS

- 3.1 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua:
- (a) assert that they maintain in accordance with tikanga, an unbroken, inalienable and enduring relationship with, and mana in relation to, the minerals in their rohe; and

4: PROTOCOLS: CROWN MINERALS PROTOCOL

- (b) record that they consider their ownership, management and control of such minerals has been expropriated by the Crown and that this is a serious Treaty breach.
- 3.2 The Crown asserts ownership of minerals under the Act and considers that the nationalisation of minerals is not a breach of the Treaty. Section 10 of the Act provides that all gold, silver, uranium and petroleum existing in its natural condition in land shall be the property of the Crown. Section 11 of the Act reserves all minerals to the Crown in any future alienation of Crown land and upholds all reservations of minerals made in earlier enactments. Decision-making regarding prospecting, exploration and mining of minerals in the Protocol Area is prescribed under the Act.

4 PROTOCOL AREA

- 4.1 This Protocol applies to the area shown on the map in Appendix A and does not go beyond the sovereign territory of New Zealand.

5 TERMS OF ISSUE

- 5.1 This Protocol is issued pursuant to section 22 of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Claims Settlement Act [] (the “**Settlement Legislation**”) that implements clause 5.84 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 5.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

6 CONSULTATION

- 6.1 The Minister will ensure that the governance entity is consulted by the Ministry:

New minerals programmes

- (a) on the preparation of a draft minerals programme, or a proposed change to a minerals programme (unless the change is one to which section 16(3) of the Act applies), which relate, whether wholly or in part, to the Protocol Area;

Petroleum exploration permit block offers

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

Other petroleum permit applications

- (c) when any application for a petroleum permit is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 6.1(b);

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Amendments to petroleum permits

- (d) when any application to amend a petroleum permit, by extending the land to which the permit relates, is received where the application relates, wholly or in part, to the Protocol Area;

Permit block offers for Crown owned minerals other than petroleum

- (e) on the planning of a competitive tender allocation of a permit block for Crown owned minerals other than petroleum (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and any relevant minerals programme) which relates, whether wholly or in part, to the Protocol Area;

Other permit applications for Crown owned minerals other than petroleum

- (f) when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 6.1(e) or where the application relates to newly available acreage;

Newly available acreage

- (g) when the Chief Executive proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of minerals other than petroleum, which relates, whether wholly or in part, to the Protocol Area;

Amendments to permits for Crown owned minerals other than petroleum

- (h) when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is received, where the application relates, wholly or in part, to the Protocol Area; and

Gold fossicking areas

- (i) when any request is received or proposal is made to designate lands as a gold fossicking area, which relates, whether wholly or in part, to the Protocol Area.

- 6.2 Each decision on a proposal referred to in clause 6.1 will be made having regard to any matters raised as a result of consultation with the governance entity and having regard to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi.

7 IMPLEMENTATION AND COMMUNICATION

- 7.1 The Crown has an obligation under the Act to consult with parties whose interests may be affected by matters described in clause 6.1. The Ministry will consult with the governance entity in accordance with this Protocol if matters described in clause 6.1 of this Protocol may affect the interests of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua.

- 7.2 For the purposes of clause 6.1, the basic principles that will be followed by the Ministry in consulting with the governance entity in each case are:

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4: PROTOCOLS: CROWN MINERALS PROTOCOL

- (a) 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;
 - (b) providing the governance entity with sufficient information to make informed decisions and submissions;
 - (c) ensuring that sufficient time is given for the participation of the governance entity in the decision making process and to enable it to prepare its submissions; and
 - (d) 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.
- 7.3 Where the governance entity has requested that land be excluded from a permit, or that activities within certain areas be subject to additional requirements, the Minister will consider and make a decision on the request. The governance entity must be informed in writing of the Minister's decision.
- 7.4 Face to face meetings will be held if mutually agreed by the parties such agreement not to be unreasonably withheld. The parties will jointly confirm the meetings and their agenda and location.
- 7.5 The Ministry will seek to fulfil its obligations under this Protocol by:
- (a) maintaining information on the governance entity's address and contact details as provided from time to time by [];
 - (b) as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Protocol;
 - (c) nominating relevant employees to act as contacts with the governance entity in relation to issues concerning this Protocol;
 - (d) providing the governance entity with the names of the relevant employees who will act as contacts with the governance entity in relation to issues concerning this Protocol;
 - (e) discussing with the governance entity concerns and issues identified by the governance entity about this Protocol;
 - (f) as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;
 - (g) where relevant and reasonably practicable, providing opportunities for the governance entity to meet with the Minister and Chief Executive;
 - (h) where relevant and reasonably practicable, informing other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and

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- (i) including the summary of the terms of issue relating to this Protocol in the relevant minerals programmes when these are changed.

8 MINIMUM IMPACT ACTIVITIES

- 8.1 No person may, for the purpose of carrying out a minimum impact activity, enter onto any Maori land within the Protocol Area that is:
 - (a) regarded as a waahi tapu site by the trustees; and is
 - (b) vested or transferred to the governance entity through the settlement legislation, without the consent of the trustees.

9 EXCLUSION OF AREAS OF PARTICULAR IMPORTANCE TO NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA

- 9.1 The Crown has responsibilities in relation to active protection. As a result of the consultation specified in clause 6, Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua may request that defined areas of land of particular importance to them are excluded from the operation of a minerals programme or shall not be included in any block offer or permit.

10 EFFECTS ON NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA'S INTERESTS IN RELATION TO CROWN OWNED MINERALS

- 10.1 The Minister and Chief Executive will consult with the governance entity on any policy or legislative development or review in relation to the administration of minerals which may affect the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua's interests in relation to Crown owned minerals in the Protocol Area or this Protocol.
- 10.2 Notwithstanding clauses 10.1 above, the Minister and Chief Executive and the governance entity may meet to discuss the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua's interests in relation to Crown owned minerals in the Protocol Area as part of the meetings specified in clause 7.4.

11 INFORMATION EXCHANGE

- 11.1 The Ministry will make available to the governance entity all existing information held by the Ministry where that information is requested by the governance entity for the purposes of assisting them to exercise their rights under this Protocol.
- 11.2 The obligation in clause 11.1 does not apply to information that the Ministry is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Ministry may withhold under the grounds set out under the Official Information Act 1982 or Privacy Act 1993.
- 11.3 The Minister and Chief Executive will make available to the governance entity the names and contact details of all relevant permit holders.

12 REVIEW AND AMENDMENT

- 12.1 The Minister, Chief Executive and the governance entity agree that this Protocol is a living document which should be updated and adapted to take account of future developments.

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4: PROTOCOLS: CROWN MINERALS PROTOCOL

- 12.2 A review of this Protocol may take place at the request of either party.
- 12.3 See the Terms of Issue in Attachment B for the provisions related to cancellation and amendment.

13 DISPUTE RESOLUTION

- 13.1 If one party considers that there has been a breach of this Protocol then that party may give written notice to the other party that they are in dispute. The following process shall be undertaken once notice is received by the other party to this Protocol:

- (a) within 15 working days of being given written notice, the relevant contact person from the Ministry and the governance entity will meet to work in good faith to resolve the issue;
- (b) if the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 13.1(a), the Chief Executive and the nominated representative of the governance entity will meet to work in good faith to resolve the issue;
- (c) if the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 13.1(a) and where the matter is of such significance and the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and the parties agree, the Minister and the governance entity will meet to work in good faith to resolve this issue. The parties recognise that this clause is subject to this Protocol's Terms of Issue.

14 DEFINITIONS

- 14.1 In this Protocol:

Act means the Crown Minerals Act 1991 as amended, consolidated or substituted;

Chief Executive means the Chief Executive of the Ministry of Business, Innovation and Employment;

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

Crown owned minerals means any mineral that is the property of the Crown;

Deed of Settlement means the Deed of Settlement dated [] between the Crown and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua;

Hapū has the meaning set out in clause [] of the Deed of Settlement;

Maori land has the same meaning as in Te Ture Whenua Maori Act 1993; and includes Maori reserves within the meaning of that Act;

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4: PROTOCOLS: CROWN MINERALS PROTOCOL

mineral means a naturally occurring inorganic substance beneath or at the surface of the earth, whether or not under water; and includes all metallic minerals, non-metallic minerals, fuel minerals, precious stones, industrial rocks and building stones, and a prescribed substance within the meaning of the Atomic Energy Act 1945;

Minister means the Minister of Energy and Resources;

Ministry means the Ministry of Business, Innovation and Employment;

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

Petroleum means—

- (a) any naturally occurring hydrocarbon (other than coal) whether in a gaseous, liquid, or solid state; or
- (b) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state; or
- (c) any naturally occurring mixture of 1 or more hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state, and 1 or more of the following, namely hydrogen sulphide, nitrogen, helium, or carbon dioxide—

and, except in sections 10 and 11, includes any petroleum as so defined which has been mined or otherwise recovered from its natural condition, or which has been so mined or otherwise recovered but which has been returned to a natural reservoir for storage purposes; and

Protocol means a statement in writing, issued by the Crown through the Minister to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua under the Settlement Legislation and the Deed of Settlement and includes this Protocol.

DOCUMENTS

4: PROTOCOLS: CROWN MINERALS PROTOCOL

ISSUED ON []

SIGNED for and on behalf of
THE SOVEREIGN
in right of New Zealand by
the Minister of Energy and Resources

WITNESS

Name _____

Occupation _____

Address _____

ATTACHMENT A
MAP OF PROTOCOL AREA



**ATTACHMENT B
SUMMARY OF THE TERMS OF ISSUE**

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

- 1.1 The Minister or [] may cancel this Protocol.
- 1.2 The Protocol can only be amended by agreement in writing between the Minister and [].

2. Noting

- 2.1 A summary of the terms of this Protocol must be added:
 - 2.1.1 in a register of protocols maintained by the chief executive; and
 - 2.1.2 in the minerals programme affecting the Protocol Area when those programmes are changed,but the addition:
 - 2.1.3 is for the purpose of public notice only; and
 - 2.1.4 does not change the minerals programmes for the purposes of the Crown Minerals Act 1991 (section 25).

3. Limits

- 3.1 This Protocol does not –
 - 3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (including the Crown Minerals Act 1991) and government policy, including:
 - (a) introducing legislation; or
 - (b) changing government policy; or
 - (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tāngata whenua; or
 - 3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of the governance entity or a representative entity (section 23); or
 - 3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals; or

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4: PROTOCOLS: CROWN MINERALS PROTOCOL

3.1.4 [affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011.]

3.2 In this summary of the Terms of Issue, "representative entity" has the same meaning as it has in the Deed of Settlement.

4. Breach

4.1 Subject to the Crown Proceedings Act 1950, [] may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 24).

4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.84).

5 ENCUMBRANCES

5.1 TE KOPI EASEMENT

DOCUMENTS

5.1: TE KOPI EASEMENT

EASEMENT INSTRUMENT
to grant easement

Section 109, Land Transfer Act 2017

Land Registration District

Wellington

Grantor

Surname must be underlined

The trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this

day of

20

ATTESTATION:

<hr/> Signature of Grantor	Signed in my presence by the Grantor: <hr/> <i>Signature of Witness</i> Witness Name: Occupation: Address:
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DOCUMENTS

5.1: TE KOPI EASEMENT

Easement Instrument	Dated:	Page of pages
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<p>Signed on behalf of Her Majesty the Queen by</p> <p>acting under a delegation from the Minister of Conservation</p> <p>_____</p> <p>Signature of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p>_____</p> <p><i>Signature of Witness</i></p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p>
--	--

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

Certified by [Practitioner for Grantee] or [Grantee]

Purpose (nature and extent) of easement	Shown (plan reference)	Burdened land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	A on SO 533579 The Easement Area	Section 1 SO 533579 The Grantor's Land	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2018 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

DOCUMENTS

5.1: TE KOPI EASEMENT

Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee its employees, contractors and invitees (including the general public) in common with the Grantor and other persons to whom the Grantor may grant similar rights to at all times go over and along the Easement Area by vehicle or by foot.
- 1.2 The right of way includes—
 - 1.2.1 the right to repair and maintain the existing access track (“the track”) on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the Easement is granted;
 - 1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track;
 - 1.2.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor’s use and management of the Grantor’s Land; and
 - 1.2.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor’s consent, which must not be unreasonably withheld, on the Grantor’s Land.
- 1.3 The right of way does not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.
- 1.4 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.5 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.
- 1.6 The public may not light any fires or deposit any rubbish or other materials on the Easement Area.

2 General rights

- 2.1 The Grantor must not do and must not allow to be done on the Grantor’s Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.

DOCUMENTS

5.1: TE KOPI EASEMENT

Easement Instrument	Dated:	Page of pages
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2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

2.3 The Grantee may transfer or otherwise assign this easement.

3 Repair, maintenance, and costs

3.1 The Grantee is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.

3.2 If the Grantee (or grantees if more than one) and the Grantor share the use of the track then each of them is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for their use.

3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority in relation to the Easement Area.

3.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.

3.5 The Grantor must repair at its cost all damage caused to the Easement Area through its negligence or improper actions.

4 Rights of entry

4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —

4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and

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

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

DOCUMENTS

5.1: TE KOPI EASEMENT

Easement Instrument	Dated:	Page of	pages
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- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
- (i) meet the obligation; and
 - (ii) for that purpose, enter the Grantor's Land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

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

DOCUMENTS

5.1: TE KOPI EASEMENT

Easement Instrument	Dated:	Page of pages
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- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

5.2: TE KOPI PEST CONTROL COVENANT

5.2 TE KOPI PEST CONTROL COVENANT

5.2: TE KOPI PEST CONTROL COVENANT

PEST CONTROL COVENANT

Section 77 Reserves Act 1977

THIS DEED of COVENANT is made this day of 202X

BETWEEN

[insert names] as trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust (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 owner of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [Insert Date Signed] and implemented by the [Insert Settlement Act].
- C The Land contains Reserve Values.
- D The parties agree that:
- (i) the Land should be managed so as to preserve the Reserve Values; and
 - (ii) such purpose can be achieved without the Minister acquiring a fee simple or leasehold interest in the Land.
- E 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 runs with the Land and binds 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.

DOCUMENTS

5.2: TE KOPI PEST CONTROL COVENANT

"Director-General"	means the Director-General of Conservation.
"Fence"	includes a gate.
"Land"	means the land described in Schedule 1.
"Minister"	means the Minister of Conservation.
"Owner"	means the person or persons who, from time to time, is or are registered as the owner(s) of the Land.
"Reserve Values"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is 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.
- 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

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

5.2: TE KOPI PEST CONTROL COVENANT

3 IMPLEMENTATION OF OBJECTIVE

3.1 The Owner must:

- 3.1.1 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;
- 3.1.2 control and manage pest plants and pest animals so as to minimise the incursion of pest plants and pest animals on to the adjoining land.;
- 3.1.3 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, to examine and record the condition of the Land or to ascertain whether the provisions of this Covenant are being observed;
- 3.1.4 keep all Fences on the boundary of the Land in good order and condition and rebuild and replace all such Fences when reasonably required;
- 3.1.5 comply with all requisite statutes, regulations and bylaws in relation to the Land.

3.2 The Owner acknowledges that:

- 3.2.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
- 3.2.2 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 when considering any requests for approval under 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;
- 4.2.2 prepare, in consultation with the Owner, a plan for the management of the Land to implement the objectives specified in clause 2.

5 JOINT OBLIGATIONS

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

DOCUMENTS

5.2: TE KOPI PEST CONTROL COVENANT

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 CONSENTS

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

9 MISCELLANEOUS MATTERS

9.1 Rights

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

9.2 Trespass Act

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

9.3 Reserves Act

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

9.4 Registration

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

DOCUMENTS

5.2: TE KOPI PEST CONTROL COVENANT

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.

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 New Zealand Law Society is to appoint the mediator.

11.3 Failure of Mediation

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

DOCUMENTS

5.2: TE KOPI PEST CONTROL COVENANT

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 New Zealand Law Society.

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 in the case of:

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

12.3 The Owner must notify the Minister of any change of ownership or control of all or any part of the Land or change in the particulars in Schedule 2 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.

DOCUMENTS

5.2: TE KOPI PEST CONTROL COVENANT

Executed as a Deed.....

Signed by the trustees of the Ngāti Kahungunu)
ki Wairarapa Tāmaki nui-a-Rua Settlement Trust)
as Owner in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

Signed by [insert Minister's delegate name] 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:)

Signature of Witness

Witness Name

Occupation

Address

5.2: TE KOPI PEST CONTROL COVENANT

SCHEDULE 1

Description of Land:

Wellington Land District – South Wairarapa District.

All that piece of land containing 29.2330 hectares, more or less, being Section 1 SO 533579.

Reserve Values to be protected:

Amenity values– public enjoyment of easement across Land

Natural values – protect regenerating native vegetation from pest species

DOCUMENTS

5.3A: REMUTAKA SUMMIT PROPERTY EASEMENT

5.3A REMUTAKA SUMMIT PROPERTY EASEMENT

DOCUMENTS

5.3A: REMUTAKA SUMMIT PROPERTY EASEMENT

Easement instrument to grant easement or *profit à prendre*
(Section 109, Land Transfer Act 2017)

Land Registration District

Wellington

Grantor

[TRUSTEES OF NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA SETTLEMENT TRUST]

Grantee

WELLINGTON REGIONAL COUNCIL

Grant of Easement or *Profit à prendre*

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

Schedule A

Purpose (Nature and extent) of easement or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	A, B and C on SO 527515	Section 1 SO 527515	In Gross
Right to Place and Maintain Structure	C on SO 527515	Section 1 SO 527515	In Gross

Dated this day of 20

Attestation

See Annexure Schedule 2 _____ Signature of Grantor	Signed in my presence by the Grantor _____ <i>Signature of witness</i> Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
--	--

DOCUMENTS

5.3A: REMUTAKA SUMMIT PROPERTY EASEMENT

See Annexure Schedule 2	Signed in my presence by the Grantee <hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>
Signature of Grantee	

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

--

Certified by [Practitioner for Grantee] or [Grantee]

DOCUMENTS

5.3A: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement

Dated

Page 1 of 5 Pages

Continue in additional Annexure Schedule, if required.

1 Replacement Definition

1.1 The definition of "grantee" in Schedule 5 of the Land Transfer Regulations 2018 is deleted and replaced with the following:

"grantee means Wellington Regional Council and (subject to the provisions of this easement instrument) all other persons to the extent permitted by Wellington Regional Council either generally or specifically (which may include members of the general public)."

2 Grant of Right to Place and Maintain Structure

2.1 The following provisions shall apply only to the right to place and maintain structure easement created by this Instrument:

- (a) The Grantor grants to the Grantee as an easement in gross a right to place and maintain the structure on the easement area on the terms and conditions set out in this Instrument.
- (b) The Grantee also has the right to enter onto the Burdened Land on foot or with or without vehicles, plant and equipment at anytime, to exercise any of the rights granted under this clause 2, including inspecting, maintaining or removing the structure.
- (c) The Grantee shall not have the right to renew or replace the structure, except where the kiosk is significantly damaged and needs to be replaced.
- (d) The Grantee shall, at its cost, repair and maintain the structure so that it is in good and substantial order and repair at all times and to the state which it was in at the commencement of this Instrument.
- (e) The Grantee shall inform the Grantor of any maintenance and repair work carried out in relation to the structure, however the Grantee shall not be required to obtain the prior approval of the Grantor in respect of any maintenance or repair works to the structure, unless such approval is expressly required pursuant to the provisions contained in this Instrument.

3 General

3.1 The Grantor shall not at any time, do, permit or suffer to be done any act whereby the rights granted to the Grantee under this Instrument may be interfered with.

3.2 The Grantee shall cause as little damage or disturbance as possible and will complete all works on the easement area promptly and in a proper workmanlike manner and shall at its cost restore the Burdened Land as nearly as reasonably possible to its former condition prior to the Grantee's use pursuant to this Instrument.

3.3 The Grantee will not unreasonably obstruct or hamper the Grantor in its normal or reasonable use of the Burdened Land.

5.3A: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement

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Pages

Continue in additional Annexure Schedule, if required.

- 3.4 The Grantee may (with or without machinery) use the easement area to access the loop track and lookout adjacent to the Burdened Land, for the purposes of maintenance.
- 3.5 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove or otherwise dispose of any vegetation on the Burdened Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written consent of the Grantor, except that the Grantee may, for maintenance purposes, spray vegetation on the gravel area adjacent to the Burdened Land when it impedes the Grantee's access to the loop track and lookout referred to in clause 3.4.
- 3.6 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Instrument.
- 4 Default**
- 4.1 If either party fails (Defaulting Party) to perform or join with the other party (Other Party) in performing any obligation under this Instrument, the following provisions will apply:
- (a) the Other Party may serve a written notice on the Defaulting Party (Default Notice) specifying the default and requiring the Defaulting Party to perform or to join in performing the obligation and stating that, after the expiry of one month from service of the Default Notice, the other party may perform the obligation;
 - (b) if after the expiry of one month from service of the Default Notice, the Defaulting Party has not performed or joined in performing the obligation, the Other Party may:
 - (i) perform the obligation; and
 - (ii) for that purpose enter on to the Burdened Land;
 - (c) the Defaulting Party must pay to the Other Party the costs of:
 - (i) the Default Notice; and
 - (ii) the Other Party in performing the obligation of the Defaulting Party, within one month of receiving written notice of the Other Party's costs; and
 - (d) the Other Party may recover any money payable under clause 4.1(c) from the Defaulting Party as a liquidated debt.

DOCUMENTS

5.3A: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 1

Insert type of instrument

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Continue in additional Annexure Schedule, if required.

5 Dispute Resolution

- 5.1 In the event of any dispute arising between the parties in respect of or in connection with this Instrument, the parties shall, without prejudice to any other right or entitlement they may have under this Instrument or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of the Resolution Institute.
- 5.2 In the event the dispute is not resolved within twenty-eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any successor legislation. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

6 Notices

- 6.1 All notices and communications under this Instrument shall be deemed to have been received when delivered personally, sent by prepaid post or by facsimile to such address as either party shall notify to the other from time to time.

7 No Power to Terminate

- 7.1 There is no implied power in this Instrument for the Grantor to terminate the easement rights due to the Grantee breaching any term of this Instrument for any other reason, it being the intention of the parties that the easement rights will continue unless surrendered or the structure permanently removed.

8 Definitions and Interpretation

- 8.1 In this Instrument unless the context otherwise requires:

"**Burdened Land**" means the land described as the Burdened Land in Schedule A of this Instrument.

"**easement area**" means in relation to:

- (a) the right of way easement, that part of the Burdened Land marked A, B and C on SO 527515; and
- (b) the right to place and maintain structure, that part of the Burdened Land marked C on SO 527515.

"**Instrument**" means this instrument.

DOCUMENTS

5.3A: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 1

Insert type of instrument

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Pages

Continue in additional Annexure Schedule, if required.

"structure" means the information kiosk and includes the concrete slab on which it sits.

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

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Instrument;
- (b) references to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and
- (c) the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

DOCUMENTS

5.3A: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 2

Insert type of instrument

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Continue in additional Annexure Schedule, if required.

Signature of Grantor	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>

Signature of Grantor	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>

Signature of Grantor	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>

For and on behalf of the Wellington Regional Council Signature of Authorised Signatory	Signed in my presence by the Grantee
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>

DOCUMENTS

5.3B: REMUTAKA SUMMIT PROPERTY EASEMENT

5.3B REMUTAKA SUMMIT PROPERTY EASEMENT

DOCUMENTS

5.3B: REMUTAKA SUMMIT PROPERTY EASEMENT

Easement instrument to grant easement or *profit à prendre*
(Section 109, Land Transfer Act 2017)

Land Registration District

Wellington

Grantor

[TRUSTEES OF NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA SETTLEMENT TRUST]

Grantee

SOUTH WAIRARAPA DISTRICT COUNCIL

Grant of Easement or *Profit à prendre*

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Access and Maintain Structure	A on SO 527515	Section 1 SO 527515	In Gross

Dated this day of 20

Attestation

See Annexure Schedule 2 _____ Signature of Grantor	Signed in my presence by the Grantor _____ <i>Signature of witness</i> Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
--	--

DOCUMENTS

5.3B: REMUTAKA SUMMIT PROPERTY EASEMENT

See Annexure Schedule 2	Signed in my presence by the Grantee
Signature of Grantee	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>

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

--

Certified by [Practitioner for Grantee] or [Grantee]

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

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018. The implied rights and powers are hereby varied by: {Memorandum number _____, registered under section 155A of the Land Transfer Act 1952} the provisions set out in Annexure Schedule 2.

Covenant provisions

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

The provisions applying to the specified covenants are those set out in: {Memorandum number _____, registered under section 155A of the Land Transfer Act 1952} {Annexure Schedule _____}

DOCUMENTS

5.3B: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement

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Continue in additional Annexure Schedule, if required.

BACKGROUND

- A. The Grantor is the registered owner of that land contained in record of title created under section [] of the [] Claims Settlement Act [].
- B. The parties acknowledge and agree the Grantee owns the structure known as the "Rimutaka Crossing 1915-1919 Memorial", located on the easement area.
- C. The Grantor has agreed to grant to the Grantee an easement right to place and maintain the structure on the easement area on the terms and conditions set out in this Instrument.
- D. The parties have entered into this Instrument to record the arrangements between them.

GRANT OF RIGHT TO MAINTAIN AND ACCESS THE STRUCTURE

- 1. The Grantor grants to the Grantee as an easement a right to maintain the existing structure on the easement area on the terms and conditions set out in this Instrument until such time as the structure is removed by the Grantee.
- 2. The Grantee also has the right to enter onto the Burdened Land on foot or with or without vehicles, plant and equipment at anytime, to exercise any of the rights granted under this Instrument, including inspecting, maintaining or removing the structure.
- 3. The Grantee shall not have the right to renew or replace the structure, except where the structure is significantly damaged and needs to be replaced.

OBLIGATIONS OF THE GRANTEE

- 4. In exercising its rights under this Instrument the Grantee shall cause as little damage or disturbance as possible and will complete all works on the easement area promptly and in a proper workmanlike manner and shall at its cost restore the Burdened Land as nearly as reasonably possible to its former condition prior to the Grantee's use pursuant to this Instrument.
- 5. The Grantee will ensure at all times, in the exercise of its rights as set out in this Instrument, that it will not obstruct or hamper the Grantor in its normal or reasonable use of the Burdened Land.

DOCUMENTS

5.3B: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 1

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Continue in additional Annexure Schedule, if required.

6. The Grantee shall not at anytime, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove or otherwise dispose of any vegetation on the Burdened Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written consent of the Grantor.
7. The Grantee shall, at its cost, repair and maintain the structure so that it is in good and substantial order and repair at all times and to the state which it was in at the commencement of this Instrument.
8. The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Instrument.
9. The Grantee shall inform the Grantor of any maintenance and repair work carried out in relation to the structure, however the Grantee shall not be required to obtain the prior approval of the Grantee in respect of any maintenance or repair works to the structure, unless such approval is expressly required pursuant to the provisions contained in this Instrument.

GRANTOR NOT TO INTERFERE WITH GRANTEE'S RIGHTS

10. The Grantor shall not at any time, do, permit or suffer to be done any act whereby the rights granted to the Grantee under this Instrument may be interfered with.

DEFAULT

11. If either party fails (Defaulting Party) to perform or join with the other party (Other Party) in performing any obligation under this Instrument, the following provisions will apply:
 - (a) the Other Party may serve a written notice on the Defaulting Party (Default Notice) specifying the default and requiring the Defaulting Party to perform or to join in performing the obligation and stating that, after the expiry of one month from service of the Default Notice, the other party may perform the obligation;

DOCUMENTS

5.3B: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 1

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Continue in additional Annexure Schedule, if required.

- (b) if after the expiry of one month from service of the Default Notice, the Defaulting Party has not performed or joined in performing the obligation, the Other Party may:
 - (i) perform the obligation; and
 - (ii) for that purpose enter on to the Burdened Land;
- (c) the Defaulting Party must pay to the other party the costs of:
 - (i) the Default Notice; and
 - (ii) the Other Party in performing the obligation of the Defaulting Party, within one month of receiving written notice of the Other Party's costs; and
- (d) the Other Party may recover any money payable under clause 11(c) from the Defaulting Party as a liquidated debt.

DISPUTE RESOLUTION

- 12. In the event of any dispute arising between the parties in respect of or In connection with this Instrument, the parties shall, without prejudice to any other right or entitlement they may have under this Instrument or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of the Resolution Institute.
- 13. In the event the dispute is not resolved within twenty-eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any successor legislation. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

DOCUMENTS

5.3B: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement

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Continue in additional Annexure Schedule, if required.

NOTICES

14. All notices and communications under this Instrument shall be deemed to have been received when delivered personally, sent by prepaid post or by facsimile to such address as either party shall notify to the other from time to time.

NO POWER TO TERMINATE

15. There is no implied power in this Instrument for the Grantor to terminate the easement rights due to the Grantee breaching any term of this Instrument for any other reason, it being the intention of the parties that the easement rights will continue unless surrendered or the structure removed. If the structure is removed, the Grantee will promptly do all things required to surrender this Instrument.

DEFINITIONS AND INTERPRETATION

16. In this Instrument unless the context otherwise requires:

"Burdened Land" means the land described as the Burdened Land in Schedule A of this Instrument.

"Grantee" means the South Wairarapa District Council and includes any licensee, lessee, its employees, contractors, invitees, successors or assigns.

"Grantor" means **Trustees of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust** and includes any other owners from time to time of the Burdened Land.

"Instrument" means this instrument.

"structure" means that structure known as the "Rimutaka Crossing 1915-1919 Memorial" and includes the concrete slab on which it sits.

17. In the interpretation of this Instrument, unless the context otherwise requires:

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Instrument;

DOCUMENTS

5.3B: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 1

Insert type of instrument

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Continue in additional Annexure Schedule, if required.

- (b) references to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and
- (c) the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

DOCUMENTS

5.3B: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 2

Insert type of instrument

Easement

Dated

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Continue in additional Annexure Schedule, if required.

Signature of Grantor	Signed in my presence by the Grantor _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>
Signature of Grantor	Signed in my presence by the Grantor _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>
Signature of Grantor	Signed in my presence by the Grantor _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>
For and on behalf of the South Wairarapa District Council Signature of Authorised Signatory	Signed in my presence by the Grantee _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>

DOCUMENTS

5.4: REMUTAKA PROPERTY RIGHT OF WAY EASEMENT

5.4 REMUTAKA PROPERTY RIGHT OF WAY EASEMENT

DOCUMENTS

5.4: REMUTAKA PROPERTY RIGHT OF WAY EASEMENT

Easement instrument to grant easement or *profit à prendre*

(Section 109, Land Transfer Act 2017)

Land registration district

Wellington

Grantor

Surname(s) must be underlined.

[*the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust*] [**names to be inserted**]

Grantee

Surname(s) must be underlined.

Wellington Regional Council

Grant* of easement or *profit à prendre*

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

Dated this

day of

20[]

_____ Signature of Grantor	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i>
	Witness name
	Occupation
	Address

_____ Signature of Grantor	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i>
	Witness name
	Occupation
	Address

DOCUMENTS

5.4: REMUTAKA PROPERTY RIGHT OF WAY EASEMENT

Signature of Grantor	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i>
	Witness name
	Occupation
	Address

For and on behalf of the Wellington Regional Council	Signed in my presence by the Grantee
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i>
Signature of Authorised Signatory	Witness name
	Occupation
	Address

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

--

Certified by [Practitioner for Grantee] or [Grantee]

DOCUMENTS

5.4: REMUTAKA PROPERTY RIGHT OF WAY EASEMENT

Schedule A

Continue in additional Annexure Schedule if required.

Purpose (nature and extent) of easement or <i>profit(s) à prendre</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	A on SO 527576	Section 1 SO 527576	in Gross

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

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

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

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

Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.

The provisions set out in the Annexure Schedule.

Covenant provisions

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

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

Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.

Annexure Schedule 2.

DOCUMENTS

5.4: REMUTAKA PROPERTY RIGHT OF WAY EASEMENT

Annexure Schedule

Insert type of instrument

Easement

Dated

Page 1

of 1

Pages

Continue in additional Annexure Schedule, if required.

EASEMENT RIGHTS AND POWERS

1 GENERAL

The provisions of Schedule 5 to the Land Transfer Regulations 2018 and the Fifth Schedule of the Property Act 2007, with all necessary modifications, are implied into this instrument and apply to the easement created by this instrument to the extent that they are not inconsistent with the express terms of this instrument.

2 REPAIR AND MAINTENANCE

- 2.1 Subject to clauses 11(5) and (6) of Schedule 5 to the Land Transfer Regulations 2018, the Grantee is responsible for repair and maintenance of the easement facility, and for the associated costs, so as to keep the easement facility in good order and repair and to prevent it from becoming a danger or nuisance.
- 2.2 Any earthworks or structures required for the purposes of complying with clause 2.1 require the prior consent of the Grantor (which must not be unreasonably withheld, but in considering whether or not to grant consent, the Grantor may have regard to the natural and historic values of the burdened land).

DOCUMENTS

5.5A: TE POUARUHE SITE A RIGHT OF WAY EASEMENT

5.5A TE POUARUHE SITE A RIGHT OF WAY EASEMENT

DOCUMENTS

5.5A: TE POUARUHE SITE A RIGHT OF WAY EASEMENT

EASEMENT INSTRUMENT
to grant easement

Section 109, Land Transfer Act 2017

Land Registration District

Wellington

Grantor

Surname must be underlined

[the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust]

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this

day of

20

ATTESTATION:

<p>_____ Signature of Grantor</p>	<p>Signed in my presence by the Grantor:</p>
	<p>_____ <i>Signature of Witness</i></p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p>

DOCUMENTS

5.5A: TE POUARUHE SITE A RIGHT OF WAY EASEMENT

Easement Instrument	Dated:	Page of pages
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<p>Signed on behalf of Her Majesty the Queen by</p> <p>acting under a delegation from the Minister of Conservation</p> <p>_____</p> <p>Signature of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p>_____</p> <p><i>Signature of Witness</i></p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p>
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I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted.

Certified by [Practitioner for Grantee] or [Grantee]

DOCUMENTS

5.5A: TE POUARUHE SITE A RIGHT OF WAY EASEMENT

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	B on SO 515161	Section 5 SO 515161	in gross
	The Easement Area	The Grantor's Land	

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2018 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

DOCUMENTS

5.5A: TE POUARUHE SITE A RIGHT OF WAY EASEMENT

Easement Instrument	Dated:	Page of	pages
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RIGHTS AND POWERS	
1	Rights of way
1.1	The right of way includes the right for the Grantee its employees, contractors and invitees, in common with the Grantor and other persons to whom the Grantor may grant similar rights to at all times go over and along the Easement Area by vehicle or on foot, provided that the general public has the right to go over and along the Easement Area on foot or by bicycle only.
1.2	The right of way includes—
1.2.1	the right to construct, repair and maintain the access track (“the track”) on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the Easement is granted;
1.2.2	the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track;
1.2.3	the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles, and gates but without at any time causing damage to or interfering with the Grantor’s use and management of the Grantor’s Land; and
1.2.4	the right for the Grantee to erect and display notices on the Easement Area and with the Grantor’s consent, which must not be unreasonably withheld, on the Grantor’s Land.
1.3	The right of way does not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.
1.4	No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
1.5	No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.
1.6	The public may not light any fires or deposit any rubbish or other materials on the Easement Area.
2	General rights
2.1	The Grantor must not do and must not allow to be done on the Grantor’s Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.

DOCUMENTS

5.5A: TE POUARUHE SITE A RIGHT OF WAY EASEMENT

Easement Instrument	Dated:	Page of pages
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2.2	Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.
2.3	The Grantee may transfer or otherwise assign this easement.
3	Repair, maintenance, and costs
3.1	The Grantee is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.
3.2	If the Grantee (or grantees if more than one) and the Grantor share the use of the track then each of them is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for their use.
3.3	The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.
3.4	The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.
3.5	The Grantor must repair at its cost all damage caused to the track through its negligence or improper actions.
4	Rights of entry
4.1	For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —
4.1.1	enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
4.1.2	remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and
4.1.3	leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.
4.2	The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

DOCUMENTS

5.5A: TE POUARUHE SITE A RIGHT OF WAY EASEMENT

Easement Instrument	Dated:	Page of pages
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- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation;
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the Grantor's Land;
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation;
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

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

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

DOCUMENTS

5.5A: TE POUARUHE SITE A RIGHT OF WAY EASEMENT

Easement Instrument	Dated:	Page of pages
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- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
- (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

DOCUMENTS

5.5B: TE POUARUHE SITE A RIGHT OF WAY EASEMENT

5.5B TE POUARUHE SITE A RIGHT OF WAY EASEMENT

DOCUMENTS

5.5B: TE POUARUHE SITE A RIGHT OF WAY EASEMENT

Easement instrument to grant easement or *profit à prendre*

Section 109, Land Transfer Act 2017

Land registration district

Wellington

Grantor

Surname(s) must be underlined.

[*the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust*] [**names to be inserted**]

Grantee

Surname(s) must be underlined.

Wellington Regional Council

Grant* of easement or *profit à prendre*

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

Dated this day of

20[]

[Trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust]

Signature of Grantor

Signed in my presence by the Grantor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed):

Witness name
Occupation
Address

For and on behalf of the Wellington Regional Council

Signature of Authorised Signatory

Signed in my presence by the Grantee

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name
Occupation
Address

DOCUMENTS

5.5B: TE POUARUHE SITE A RIGHT OF WAY EASEMENT

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

Certified by [Practitioner for Grantee] or [Grantee]