

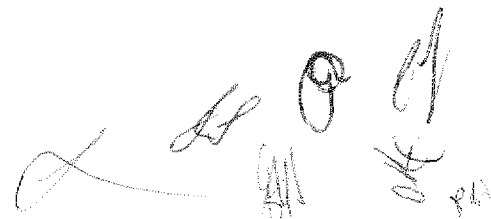


**GRANT OF NOHOANGA
ENTITLEMENT**

**MINISTER OF CONSERVATION
TO
TE RUNANGA O NGATI MUTUNGA**
(Governance Entity)

**URUTI DOMAIN SCENIC RESERVE
SITE**

(Pursuant to Clause 11.4.1 of the Deed of Settlement dated 31 July 2005 and Sections 65 to 90 of the Ngati Mutunga Claims Settlement Act 2006)



TERMS AND CONDITIONS OF NOHOANGA ENTITLEMENT

THIS NOHOANGA ENTITLEMENT is granted on the 20th day of December 2006

PARTIES

TE RUNANGA O NGĀTI MUTUNGA (the "Governance Entity");

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation (the "Crown").

BACKGROUND

- A. Ngāti Mutunga and the Crown are parties to a Deed of Settlement dated 31 July 2005 (the "Deed of Settlement") to settle the historical claims of Ngāti Mutunga
- B. Clause 11.4.1 of the Deed of Settlement and Sections 65 to 90 inclusive of the Ngāti Mutunga Claims Settlement Act 2006 (the "Settlement Act") provide for the Crown to grant a Nohoanga Entitlement in this form and in accordance with the Settlement Act provisions.

IT IS AGREED as follows:

1: GRANT OF NOHOANGA ENTITLEMENT

1.1 The Crown grants to the Governance Entity a Nohoanga Entitlement:

- 1.1.1 over 7662 square metres of that part of the Uruti Domain Scenic Reserve site vested in the Crown and more particularly described as Areas A – D on Survey Office Plan 364013 attached, being Part Section 1, SO 9578, Parts of Section 37, Block II, Upper Waitara Survey District and Part Section 1 S O 369860 (Part Gazette 299446.1) (the "Nohoanga Site") being adjacent to the Uruti Stream (the "Waterway"); and
- 1.1.2 for the purpose of permitting Members of Ngāti Mutunga to occupy the Nohoanga Site temporarily, exclusively and on a non-commercial basis:

- (a) so as to have access to the Waterway for lawful fishing; and
- (b) for the lawful gathering of other natural resources in the vicinity of the Nohoanga Site.

2. TERMS OF NOHOANGA ENTITLEMENT

Term of Nohoanga Entitlement

- 2.1 The initial term of this Nohoanga Entitlement is a period of 10 years beginning on the Settlement Date **20th day of December 2006**.
- 2.2 This Nohoanga Entitlement must, at the option of the Governance Entity, be renewed for further terms of 10 years each, unless it is terminated under clause 6.

Period of occupation of Nohoanga Site

- 2.3 The Governance Entity:
 - 2.3.1 may permit Members of Ngāti Mutunga to occupy the Nohoanga Site, to the exclusion of other persons, for any period or periods in a calendar year that do not exceed 210 days in total but
 - 2.3.2 must not permit Members of Ngāti Mutunga to occupy the Nohoanga Site during the period beginning on 1 May and ending at the close of 15 August.

Right to erect camping shelters or temporary dwellings

- 2.4 The Governance Entity:
 - 2.4.1 may permit Members of Ngāti Mutunga, while occupying the Nohoanga Site, to erect camping shelters or similar temporary dwellings on the Nohoanga Site; but
 - 2.4.2 must ensure any camping shelters or temporary dwellings are removed from the Nohoanga Site when those Members of Ngāti Mutunga cease to occupy the site.

Related activities on Nohoanga Site

- 2.5 The Governance Entity:
 - 2.5.1 may, with the written consent of the Land Holding Agent, permit Members of Ngāti Mutunga to undertake other activities on the Nohoanga Site that are reasonably necessary for the Nohoanga Entitlement to be used for the purposes set out in clause 1.1.2; and
 - 2.5.2 must, when applying for the Land Holding Agent's consent, provide to the Land Holding Agent full details concerning the proposed activities, including:

- (a) the effect of the proposed activities:
 - (i) on the Nohoanga Site; and
 - (ii) if the Nohoanga Site is held under Conservation Legislation, on the surrounding land and associated flora and fauna; and
 - (b) any measures that the Governance Entity proposes to take (if the Land Holding Agent's consent is given) to avoid, remedy, or mitigate adverse effects.
- 2.6 If the Nohoanga Site is held under Conservation Legislation, the Land Holding Agent may, when considering whether to give his or her consent under clause 2.5.1, require that the Governance Entity provide at its expense:
- 2.6.1 an environmental impact report about the proposed activities; and
 - 2.6.2 an audit of that report.
- 2.7 The Land Holding Agent's consent under clause 2.5.1:
- 2.7.1 is at his or her complete discretion; and
 - 2.7.2 may be subject to any conditions that he or she thinks fit (including, in relation to land held under Conservation Legislation, reasonable conditions to avoid, remedy or mitigate adverse effects of the proposed activities on the Nohoanga Site, surrounding land or associated flora and fauna).
- 2.8 Clause 2.5.1 is subject to clauses 3.4 and 3.5.

Enforcement of rights

- 2.9 While Members of Ngāti Mutunga are occupying the Nohoanga Site, the Governance Entity may enforce its rights under this Nohoanga Entitlement against persons who are not parties to the Deed of Settlement as if it owned the Nohoanga Site.
- 2.10 The Crown is not obliged to enforce, on behalf of the Governance Entity, the rights of the Governance Entity under this Nohoanga Entitlement.

Crown liability

- 2.11 If the Crown has complied with its obligations under this Nohoanga Entitlement, the Crown is not liable to compensate the Governance Entity (whether on termination of this Nohoanga Entitlement or at another time) for activities undertaken by the Governance Entity on the Nohoanga Site.

3. OBLIGATIONS IN RELATION TO NOHOANGA ENTITLEMENT

Condition of land when occupation ceases

- 3.1 The Governance Entity must ensure that, when Members of Ngāti Mutunga who have been permitted by the Governance Entity to occupy the Nohoanga Site cease to occupy the site, it is left in substantially the same condition as it was when they began occupying the site.
- 3.2 Clause 3.1 does not apply to temporary effects normally associated with occupation of the Nohoanga Site under this Nohoanga Entitlement.

Nohoanga Entitlements must not impede public access or official functions

- 3.3 The grant and exercise of this Nohoanga Entitlement must not:
- 3.3.1 impede access by members of the public along the Waterway; or
- 3.3.2 prevent agents of the Crown, or persons exercising statutory powers, from undertaking their functions in relation to the Nohoanga Site.

Compliance with laws, bylaws, and land and water management practice

- 3.4 The Governance Entity, Members of Ngāti Mutunga permitted to occupy the Nohoanga Site, and activities carried out on the Nohoanga Site by them, are subject to the laws, regulations, bylaws and land and water management practices that apply to the Nohoanga Site.
- 3.5 In particular, the Governance Entity is subject to any requirement to apply for resource consents under the Resource Management Act 1991 for activities on the Nohoanga Site.

Payment of targeted rates

- 3.6 The Governance Entity must reimburse the person paying the rates for a Nohoanga site for any rates payable under section 9 of the Local Government (Rating) Act 2002 in respect of the Nohoanga Site, in proportion to the period for which the Governance Entity is entitled to occupy the Nohoanga Site under clause 2.3.

Nohoanga Entitlement may not be assigned

- 3.7 The Governance Entity may not assign its rights under this Nohoanga Entitlement.

4. CROWN'S EXERCISE OF RIGHTS IN RELATION TO NOHOANGA SITE

Carrying out land and water practice management practices

- 4.1 The Land Holding Agent, in carrying out land and water management practices relating to the Nohoanga Site, must:

- 4.1.1 have regard to this Nohoanga Entitlement;
- 4.1.2 notify the Governance Entity of an activity that may affect the use by Members of Ngāti Mutunga of the site for the purposes set out in clause 1.1.2; and
- 4.1.3 avoid unreasonable disruption to the use of the Nohoanga Site by Members of Ngāti Mutunga for the purposes set out in clause 1.1.2.

Crown's obligations to provide access

- 4.2 If an event described in clause 4.3 occurs during the term of this Nohoanga Entitlement, the Crown will use reasonable endeavours to ensure that Members of Ngāti Mutunga continue, for the rest of the term, to have the same type of access to the Nohoanga Site that they had before the event occurred.
- 4.3 The events are:
 - 4.3.1 the disposal by the Crown of land adjacent to the Nohoanga Site; or
 - 4.3.2 a change in the classification or status of land adjacent to the Nohoanga Site.
- 4.4 The Crown's obligation in clause 4.2 is subject to its obligations under any enactment.

No restriction on the Crown's right to dispose of site

- 4.5 The grant and exercise of this Nohoanga Entitlement does not restrict the Crown's right to dispose of the Nohoanga Site, the land adjacent to the site, or the land adjacent to the Waterway.

5 SUSPENSION OF NOHOANGA ENTITLEMENT

- 5.1 The Land Holding Agent:
 - 5.1.1 may suspend this Nohoanga Entitlement; but
 - 5.1.2 must not suspend this Nohoanga Entitlement unless he or she:
 - (a) consults the Governance Entity;
 - (b) has particular regard to its views; and
 - (c) considers the suspension is necessary for the management of the Nohoanga Site, having regard to the purposes for which the Nohoanga Site is held by the Land Holding Agent.
- 5.2 If the Land Holding Agent suspends this Nohoanga Entitlement, the Governance Entity may, after the end of the suspension, permit Members of Ngāti Mutunga to occupy the Nohoanga Site for a period equal to the period of the suspension.

- 5.3 The Governance Entity is not subject to the restriction in clause 2.3.2 when permitting members of Ngāti Mutunga to occupy the Nohoanga Site under clause 5.2.

6 TERMINATION OF NOHOANGA ENTITLEMENT

By agreement

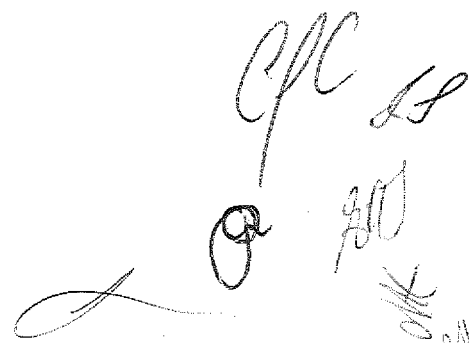
- 6.1 The Governance Entity and the Crown may terminate this Nohoanga Entitlement by written agreement.

On the occurrence of certain events

- 6.2 The Crown may terminate this Nohoanga Entitlement by giving written notice to the Governance Entity on one or more of the following grounds:
- 6.2.1 the Crown has disposed of the Nohoanga Site;
 - 6.2.2 the Nohoanga Site has been destroyed or permanently and detrimentally affected;
 - 6.2.3 the Nohoanga Site is on reserve land that may be required for the specific purpose for which it is held as a reserve;
 - 6.2.4 the Nohoanga Site is an unformed legal road that is to be formed; or
 - 6.2.5 despite the Crown's reasonable endeavours, Members of Ngāti Mutunga do not have lawful access to the Nohoanga Site following the occurrence of an event described in clause 4.3.
- 6.3 On the termination of a Nohoanga Entitlement under clauses 6.1 or 6.2, the Crown must take all reasonable steps to grant a replacement Nohoanga Entitlement to the Governance Entity.
- 6.4 Clause 6.3 does not apply in relation to a Nohoanga Entitlement if the fee simple estate in the Nohoanga Site is vested in the Governance Entity.
- 6.5 The grant of a replacement Nohoanga Entitlement under clause 6.3 must be over land that complies with clause 11.5 of the Deed of Settlement.
- 6.6 Clauses 6.3, 6.4 and 6.5 survive the termination of this Nohoanga Entitlement.

Default

- 6.7 The Crown may terminate this Nohoanga Entitlement by giving written notice to the Governance Entity if:
- 6.7.1 the Governance Entity has defaulted in performing any of its obligations under this Nohoanga Entitlement; and
 - 6.7.2 the default is not capable of remedy; or

Handwritten signatures and initials in the bottom right corner of the page. The initials 'CPC' are prominent at the top right, with a large signature below it. To the right of the signature are the initials 'AS' and 'AK'. At the bottom right, there are more initials, possibly 'AK' and '01/10'.

6.7.3 the default is capable of remedy; and

- (a) the Crown has given written notice to the Governance Entity specifying the default and the remedy required; and
- (b) the Governance Entity has not remedied the default as required by the Crown at the end of 41 Business Days after written notice from the Crown.

6.8 The Governance Entity may, not earlier than two years after the termination of a Nohoanga Entitlement under clause 6.7, apply to the Minister of Māori Affairs for the grant of a replacement Nohoanga Entitlement over land that complies with clause 11.5 of the Deed of Settlement.

6.9 On receipt of an application under clause 6.8, the Crown may, in its discretion, take reasonable steps to grant a replacement Nohoanga Entitlement over land that complies with clause 11.5 of the Deed of Settlement.

6.10 Clauses 6.8 and 6.9 survive the termination of this Nohoanga Entitlement.

7. OTHER MATTERS

7.1 Under sections 85 and 86 of the Ngāti Mutunga Claims Settlement Act, except as expressly provided in this Nohoanga Entitlement the grant and exercise of this Nohoanga Entitlement does not:

7.11 affect the lawful rights or interests of any person;

7.12 Or grant, create or provide evidence of an estate or interest in, or rights relating to, the Nohoanga Site.

8 INTERPRETATION

Definitions from the Deed of Settlement and the Settlement Act

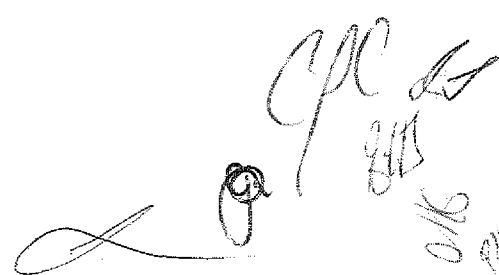
8.1 Unless the context requires otherwise, terms or expressions defined in the Deed of Settlement and the Settlement Act have the same meaning in this Nohoanga Entitlement.

Other Definitions

8.2 In this **Nohoanga Entitlement**, unless the context requires otherwise, means an entitlement granted to the trustees under subpart 4 of Part 2 and over Nohoanga site and in the form specified in Section 65 (2) (b) of the Settlement Act

8.3 **Land Holding Agent** means the Minister of Conservation.

8.4 **Settlement Date** means the date that is 20 business days after the date on which the Settlement Act comes into force.




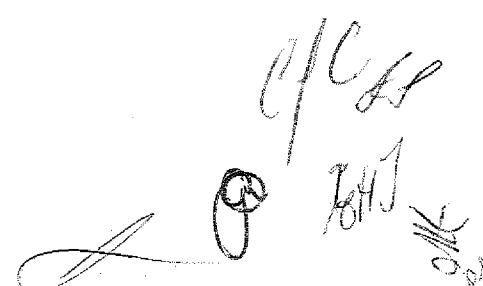
- 8.5 **Settlement Act** means the Ngāti Mutunga Claims Settlement Act 2006
- 8.6 **Deed of Settlement** means as defined in Section 12 of the Settlement Act
- 8.7 **Member of Ngāti Mutunga** means every person referred to in Section 13 (2) of the Settlement Act
- 8.8 **Waterway** means (a) lake being a body of fresh water that is entirely or nearly surrounded by land or a river being a continuously or intermittently flowing body of fresh water and includes a stream and modified watercourse and (b) includes coastal waters including harbours; but (c) does not include an artificial watercourse such as an irrigation canal, water supply race canal for the supply of water for electricity power generation or farm drainage canal.
- 8.9 **rustees of Te Runanga o Ngāti Mutunga and trustees** mean the trustees appointed from time to time in accordance with the Second Schedule of the Charter and until the appointment or replacement of trustees in accordance with the Charter, include the initial trustees.
- 8.10 **Charter** (a) means the Te Runanga o Ngāti Mutunga Charter dated 21 December 2005 and signed by the initial trustees and (b) includes (i) the schedules to the charter ; and (ii) amendments to the charter and to the schedules to the charter.
- 8.11 References in this Nohoanga Entitlement to **Members of Ngāti Mutunga** being permitted to occupy the Nohoanga Site, or occupying the Nohoanga Site, means being permitted to occupy the Nohoanga Site, or occupying it, under this Nohoanga Entitlement.

**SIGNED by the TRUSTEES of
TE RUNANGA O NGĀTI MUTUNGA
(the Governance Entity)**



Jamie Grant Daniel Tuuta

In the presence of 
Witness _____
Name _____
Occupation Matanuku Kihirini Mahuika
Solicitor
Address WELLINGTON
Address _____



Patricia Sharon Hurimoana Haami
Patricia Sharon Hurimoana Haami

In the presence of [Signature]
Witness _____
Name Matanuku Kihirini Mahuika
Occupation Solicitor
WELLINGTON
Address _____

Miriama Evans
Miriama Evans

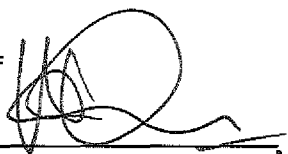
In the presence of [Signature]
Witness _____
Name Matanuku Kihirini Mahuika
Occupation Solicitor
WELLINGTON
Address _____

Ewai Hannah Tuuta
Ewai Hannah Tuuta

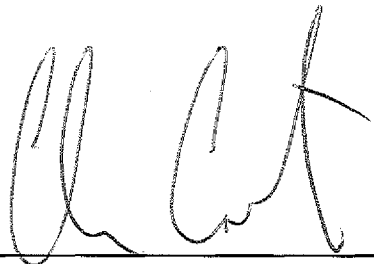
In the presence of [Signature]
Witness _____
Name Matanuku Kihirini Mahuika
Occupation Solicitor
WELLINGTON
Address _____

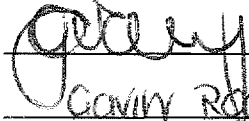
[Signature]
[Signature]
[Signature]

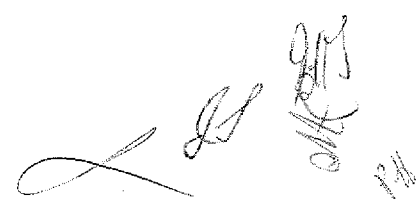

Lewis David Parekura Callaghan

In the presence of 
Witness _____
Name Matanuku Kihirini Mahuika
Occupation Solicitor
WELLINGTON
Address _____

SIGNED for and on behalf of
HER MAJESTY THE QUEEN
in right of New Zealand by Hon
Chris Carter, Minister of
Conservation,

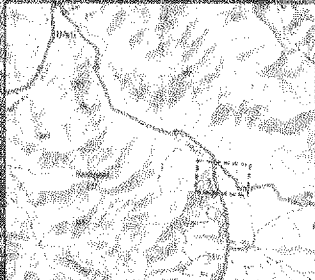


In the presence of:-
Witness 
Name Gavin Rodley
Occupation Private Secretary
Address Wellington



Nohoanga Entitlement

Uruti Domain Site
0.7 hectares, approximately being Part Section 27 Block II Upper Waikare Survey District and Part Section 1 SO 8576 Part Caversham Notice 298445 1 Subject to survey



Taranaki Land District
Territorial authority
New Plymouth District
Boundary use information
www.land.govt.nz



Uruti Domain Site

Areas referred to in the Deed of Settlement between
Ngāti Mutunga and the Crown

Approved as to boundaries
[Signature]
for and on behalf of Ngāti Mutunga
[Signature]
for and on behalf of the Crown

SO 336079

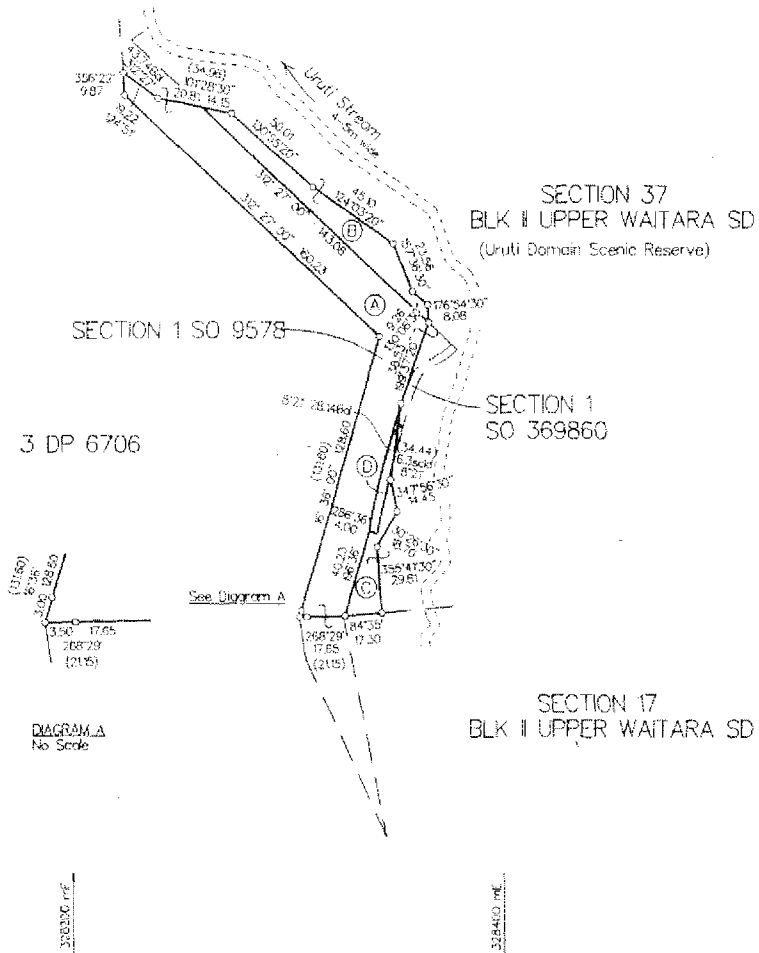


[Handwritten signatures and notes]

78600 mN

78600 mN

78400 mN



PROPOSED NOHOANGA ENTITLEMENT SCHEDULE

Shown	Description	Area
(A)	Pt Section 1 SO 9578	570m ²
(B)	Pt Section 37 Block I Upper Waitara Survey District	282m ²
(C)		500m ²
(D)	Pt Section 1 SO 369860	90m ²

NOTES

- Exempt from the provisions of Section 11 or Part X of the Resource Management Act 1991 (North Mungo Claims Settlement Act).
- Nohoanga Entitlements will be granted over the within lands. See North Mungo Deed of Settlement Plan 507/306079.

Class of Survey - I

Total Area 7662m²

(Comprised in CROWN LAND (Part Gazette Notice 2904461))

I, Patrick Roy Sole of New Plymouth, being a person entitled to practise as a licensed cadastral surveyor, certify that all the bearings to which this document relates are accurate, and were undertaken by me or under my direction with the Geodetic Survey Act 2002 and the Survey-General Rules for Geodetic Survey 2002.

On this date I certify, and has been created in accordance with Part 11 of those Rules.

Patrick Roy Sole
Surveyor

SO 364013 (Title Plan)

See: (11/05) Page - 101, 100, 001, 14, 12



1011111111111

Field Book	p	Survey Book	p
Reference Plans	SO's 932, 9578, 9590, 9593, 336079, 369860		DP 6706

Drawn: _____

Approval as to Survey by Land Information New Zealand

on 24/12/2006

Deposited by Land Information New Zealand

on _____

The North Mungo reserved instructions

SO 364013

LAND DISTRICT TARANAKI

NOHOANGA ENTITLEMENTS A-D OVER
PART SECTION 1 SO 9578, PARTS OF SECTION 37
BLOCK II UPPER WAITARA SURVEY DISTRICT AND
PART SECTION 1 SO 369860

TERRITORIAL AUTHORITY New Plymouth District
Surveyed by Pat Sole Surveyors Ltd
Scale 1:1500 Date December 2005

Handwritten notes and signatures:
10/12/06
Pat Sole
10/12/06