

NGĀTI PĀHAUWERA

and

THE CROWN

**DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**



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1 STATEMENT OF ASSOCIATION

1 STATEMENT OF ASSOCIATION

RELEVANT PART OF EARTHQUAKE SLIP CONSERVATION AREA

NGĀTI PĀHAUWERA STATEMENT OF ASSOCIATION

Tiwhanui (Earthquake Slip) is an important area as a mahinga kai (food gathering area) for whānau or community events such as hakari at the marae, which enables Ngāti Pāhauwera to continue their cultural practices related to mahinga kai.

Tiwhanui is part of the region along this coast which is known as Taihinu (Bountiful tide), and has long been recognised as an important mahinga kai area. A whakatauaāki by tīpuna Tūkapuarangi expresses the bountiful nature of this area:

*Whānatu! Hoki mai ki te Waikari
Ki te riu ki te tai
Pātoto i te ata Pātoto i te po*

Go! But return to the valley to the sound of fish coming in both day and night

Tiwhanui has been a recognisable feature of this region at least since the time that commercial whaling began in the Hawke's Bay, as whalers including Ngāti Pāhauwera, camped in this area during whaling expeditions. Matangi moemoea, the high point behind the slip, was used by whalers as a lookout point.

Ngāti Pāhauwera have always gathered kai in this area including pāua, kina, kōura (crayfish), karengo, pipi, mussels and, up the Waikari River, flounder, mullet, whitebait, herrings, smelts and kēwai freshwater crayfish. The particular mahinga kai sites are to the south of Tiwhanui, where there are bays for diving, and sites which are obviously suited to camping with available freshwater sources. Ngāti Pāhauwera ancestors traversed the whole of Tiwhanui to reach these sites, utilising caves along the stretch of coast, and there are pa sites to the south of Tiwhanui. They walked along the coast from the mouth of the Mohaka River, fording the Waikari River at high tide to reach the mahinga kai. With the arrival of horses, they would take a number of horses and send the horses back home alone with kai for whānau at home to prepare and dry as appropriate.

Tiwhanui was also a shelter from the tide, as the rest of the coast in this area is cliffs, and the slip provided the only place of safety at high tide. The distance from home and the tide meant that most expeditions were for a few nights, and Ngāti Pāhauwera ancestors could camp on the slip area as there was also freshwater sources here.

Ngāti Pāhauwera continue to use Tiwhanui as their ancestors did, using motorbikes instead of horses in some cases. Ngāti Pāhauwera continue to stay overnight to shelter from the tide, and to make the most of the time spent travelling from home. As it is not possible to launch a boat from the mouth of the Mohaka River, Tiwhanui is the only place where Ngāti Pāhauwera can gather some of the kai which is important to them.



2 CO-MANAGEMENT CHARTER

THIS CHARTER is made between

THE MINISTER OF CONSERVATION ("MINISTER")

and

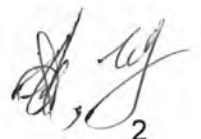
THE DIRECTOR-GENERAL OF CONSERVATION ("DIRECTOR GENERAL")

and

NGĀTI PĀHAUWERA

WHEREAS

- A. This document is the Co-management Charter referred to in Clause 5.4 of the Ngāti Pāhauwera Deed of Settlement dated 17 December 2010, that is required to be agreed to between Ngāti Pāhauwera and the Minister and Director-General, and forms part of redress in settlement of the historical Treaty of Waitangi claims of Ngāti Pāhauwera.
- B. The Minister and the Director-General have certain functions, powers and duties in terms of the conservation legislation as set out in section 6 of the Conservation Act 1987, including:
- managing for conservation purposes, all land, and all other natural and historic resources (including flora and fauna), for the time being administered by the Department;
 - preserving so far as is practicable all indigenous freshwater fisheries, and protect recreational freshwater fisheries and freshwater fish habitats (noting that freshwater fisheries jurisdiction is shared between the Fisheries Act 1996 and the Conservation Act 1987);
 - advocating for the conservation of natural and historic resources generally; and
 - fostering, to the extent that the use of any natural or historic resource for recreation or tourism is not inconsistent with its conservation, the use of natural and historic resources for recreation, and to allow their use for tourism.
- C. Ngāti Pāhauwera have exercised and continue to exercise tino rangatiratanga and kaitiakitanga in their rohe in accordance with tikanga Māori. Accordingly, Ngāti Pāhauwera have determined to enter into this Charter in order to participate with the Crown in conservation management over the area the subject of this Charter.



2 CO-MANAGEMENT CHARTER

PURPOSE

1. The purpose of this Charter is to:
 - 1.1 set out how Ngāti Pāhauwera, the Minister, the Director-General and the Department will establish and maintain a positive, co-operative and enduring partnership regarding the co-management of conservation activities in the Ngāti Pāhauwera Charter Area;
 - 1.2 improve the quality of conservation management decisions through each party obtaining a better understanding of the other party's perspectives and, where possible, seeking consensus on outcomes;
 - 1.3 provide a framework and mechanisms to achieve co-management in respect of conservation in the Ngāti Pāhauwera Charter Area, and
 - 1.4 provide a mechanism for the Department to give effect to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi as required by section 4 of the Conservation Act 1987, while recognising that compliance with the Charter does not derogate from the Department's obligations under that section.

ROLES AND OBJECTIVES

Joint Objective

2. Ngāti Pāhauwera, the Minister, the Director-General and the Department are committed to:
 - 2.1 establishing and maintaining a positive and collaborative relationship that will give effect to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi - those principles provide the basis for an ongoing relationship between the parties to the Charter to achieve over time the conservation policies, actions and outcomes sought by both Ngāti Pāhauwera and the Department;
 - 2.2 the protection, and where possible, the enhancement of public conservation lands and natural resources in the Ngāti Pāhauwera Charter Area; and
 - 2.3 enabling Ngāti Pāhauwera to exercise their obligations as kaitiaki over public conservation lands in the Ngāti Pāhauwera Charter Area.

Application of Charter

3. This co-management charter shall apply within the Ngāti Pāhauwera Charter Area, apart from the Whirinaki Conservation Park Land, in respect of which only clauses 98 and 99 apply.

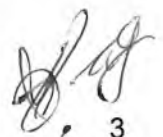
Terms of agreement

4. This Charter is entered into pursuant to clause 5.4 of the Deed of Settlement.

RELATIONSHIP MANAGEMENT

Meetings

5. Ngāti Pāhauwera and the Department will meet for the following purposes, and as otherwise agreed:



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2 CO-MANAGEMENT CHARTER

- 5.1 operational meetings; and
- 5.2 annual business planning and review process.

Operational Meetings

- 6. Operational meetings shall take place as required, but no less than every 6 months, to discuss any operational matters arising:
 - 6.1 under this Charter;
 - 6.2 from the administration of public conservation land within the Charter Area; and
 - 6.3 out of Departmental actions under conservation covenants required by the Ngāti Pāhauwera Deed of Settlement on Ngāti Pāhauwera land.
- 7. Operational meetings will be hosted alternately by the Department and Ngāti Pāhauwera, and unless otherwise agreed, at either the Hawke's Bay Area Office or such venue at Mohaka nominated by Ngāti Pāhauwera respectively.

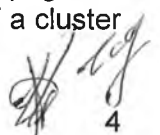
Annual Business Planning and Review Process

- 8. The annual business planning and review process will involve meeting to work through the issues identified in the Business Planning and Projects section of the Charter, and also include:
 - 8.1 a formal review by Ngāti Pāhauwera and the Department of the implementation of the Charter (including the joint operational plan for Te Heru o Tūreia); and
 - 8.2 a review by Ngāti Pāhauwera and the Department of the previous year's Conservancy business plan and Hawke's Bay Area Office work plan.
- 9. An annual business plan meeting may be combined with an operational meeting, if appropriate.
- 10. Ngāti Pāhauwera may also arrange for an annual report back by the Department to Ngāti Pāhauwera at a Ngāti Pāhauwera Marae in relation to any matter associated with the implementation of the Charter.
- 11. The Department will brief relevant staff and Conservation Board members on the content of the Charter, including any obligations under the Charter.

TE HERU O TŪREIA

Background

- 12. Te Heru o Tūreia means the land owned by Ngāti Pāhauwera by virtue of sections 24 and 25 of the Settlement Legislation and the land gifted to the Crown under section 23 of the Settlement Legislation and as set out in deed plan OTS-119-01.
- 13. Te Heru o Tūreia is of primary importance to Ngāti Pāhauwera for the reasons set out in Ngāti Pāhauwera's statement of values in Schedule 1 to the Charter.
- 14. The Crown actively manages critically endangered kākābeak within Te Heru o Tūreia with measures to control animal and plant pests at selected sites, and monitoring and propagation initiatives. The area also abuts the Boundary Stream Mainland Island and is part of a cluster



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of intensively managed protected areas in the Maungahāuru Ranges. The area is the largest protected indigenously forested area, with exceptional botanical value, within the Ngāti Pāhauwera Charter Area.

Joint Operational Plan

15. The parties agree that a central focus of the Charter will be the Te Heru o Tūreia Joint Operational Plan ("the Plan").
16. The parties agree that within 2 years of settlement the Plan will be developed and signed off jointly by Ngāti Pāhauwera and the Wellington/Hawke's Bay Conservator.
17. The Plan must address, amongst other things, ways in which the Plan can meet the following objectives:
 - 17.1 encouraging respect for Ngāti Pāhauwera association with Te Heru o Tūreia;
 - 17.2 accurate portrayal of Ngāti Pāhauwera association with Te Heru o Tūreia.; and
 - 17.3 recognition of Ngāti Pāhauwera relationship with urupa, wahi tapu, and wahi taonga including archaeological sites.
18. The Plan must also address, but is not restricted to, the following operational matters:
 - 18.1 Kākābeak restoration work – including, for example, the location of any future plantings and enclosures, Ngāti Pāhauwera involvement in seedling propagation, planting and monitoring, and pest control activities;
 - 18.2 plant and animal pest control operations, if any, targeting species such as wilding pine, pigs, deer, goats and possums;
 - 18.3 appropriate activities and behaviour of visitors, particularly with respect to wahi tapu values, including public vehicular and foot access, and activities and behaviour associated with commercial activities;
 - 18.4 processes for discussion of any proposals for significant earthworks and disturbance of soil and/or vegetation; and
 - 18.5 how particular cultural information relating to Te Heru o Tūreia is kept confidential.
19. The Plan is not required to go through a public notification process.
20. The parties will agree on the most efficient process for developing the Plan and, in the interim, operational management will amongst other things be guided by the Interim Management Guidelines in Schedule 2.
21. Notwithstanding annual reviews of the implementation of the Plan, the parties will review the Plan every 10 years.

STATUTORY AUTHORISATIONS

22. Statutory authorisations include:
 - 22.1 concessions such as leases, licences, permits, and easements under the Conservation Act 1987;



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- 22.2 permits or authorisations under the Wildlife Act 1953, such as for research, translocations, captive breeding and wildlife transfers;
- 22.3 access arrangements under the Crown Minerals Act 1991; and
- 22.4 any other statutory authorisation granted by the Minister or Director-General.

Statutory authorisations for Ngāti Pāhauwera Reserves

- 23. Applications for the Minister of Conservation's authorisation under sections 42(1), 46(1), 46(2), 49 and 50(1) of the Reserves Act 1977 that relate to reserves owned and administered by Ngāti Pāhauwera will only be considered where Ngāti Pāhauwera request the Minister's approval or consent.

Process for statutory authorisations

- 24. For the purposes of this Charter there are two processes for dealing with statutory authorisations:
 - 24.1 taonga statutory authorisations; and
 - 24.2 other statutory authorisations.
- 25. Taonga statutory authorisations are:
 - 25.1 statutory authorisations relating to species which are identified in writing to the Hawke's Bay area manager as taonga by Ngāti Pāhauwera; and
 - 25.2 types of statutory authorisations that Ngāti Pāhauwera advises the Department within 6 months of the settlement date that have the potential to significantly affect:
 - 25.2.1 the health and wellbeing of the Mohaka, Waikari and Waihua Rivers within the Charter Area; or
 - 25.2.2 wahi tapu sites.
- 26. Applications for taonga statutory authorisations shall be determined using the process set out in clauses 27-32, and applications for all other statutory authorisations shall follow the process set out in clauses 27, 28 and 33-35.

Notification

- 27. When the Department is approached regarding a proposed statutory authorisation application which relates to the Charter Area it will notify Ngāti Pāhauwera, and encourage the prospective applicant to consult with Ngāti Pāhauwera.
- 28. In relation to any statutory authorisation applications or renewals of applications applied for within the Charter Area:
 - 28.1 the Department will provide Ngāti Pāhauwera with copies of the application; and
 - 28.2 prior to any statutory authorisation being publicly notified, the Department will provide separate written notification to Ngāti Pāhauwera.

Taonga statutory authorisations

29. Where a statutory authorisation applied for is a taonga statutory authorisation, the Department will, in addition to the process set out in clauses 27-28, within 10 working days of notifying Ngāti Pāhauwera, meet or, as otherwise agreed, correspond with Ngāti Pāhauwera to identify impacts on Ngāti Pāhauwera cultural, spiritual and historic values and attempt, with further meetings or correspondence as required, to reach consensus in a timely manner, on how those impacts might be mitigated or avoided, (including the options of declining the application or possible draft terms and conditions for an authorisation) before the decision is made under the relevant legislation.
30. After meeting or correspondence with Ngāti Pāhauwera, the Minister or Director-General will advise the applicant of impacts identified by Ngāti Pāhauwera and any interim views of the Department on those impacts, including any consensus reached with Ngāti Pāhauwera, and encourage communication between the applicant and Ngāti Pāhauwera, if appropriate, to resolve impacts identified by Ngāti Pāhauwera either through withdrawing the application or amending the application.
31. Unless the application is withdrawn the Minister and Director-General will have regard to the outcome of any discussions (including consensus reached, if any) under clauses 29 and 30 and more generally Ngāti Pāhauwera's views on the application when considering whether to grant the application.
32. The Department will after making a decision to grant or decline a taonga authorisation, report back to Ngāti Pāhauwera setting out the reasons for the decision and in particular how regard was given to the views of Ngāti Pāhauwera identified throughout the process.

Other statutory authorisations

33. Where the statutory authorisation application is not for a taonga statutory authorisation the Department will provide an opportunity for Ngāti Pāhauwera to indicate whether the application has any impacts on Ngāti Pāhauwera cultural, spiritual and historic values within two working days for a one-off statutory authorisation and otherwise within 10 working days.
34. If Ngāti Pāhauwera indicates that an application has any such impacts, the Department and Ngāti Pāhauwera will agree a reasonable specified timeframe (of at least a further 15 working days (minimum) for standard statutory authorisations and a maximum of a further two working days for one-off statutory authorisations) for comment by Ngāti Pāhauwera.
35. The Minister and Director-General will have regard to Ngāti Pāhauwera views when considering whether to grant the application.

Implementation of statutory authorisations

36. The Minister will ensure when issuing statutory authorisations that give authority for other parties to manage or undertake activities on land administered by the Department, that those parties be required to manage sites of historic significance to Ngāti Pāhauwera according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993.
37. The Minister will ensure when issuing any statutory authorisations that the party to the statutory authorisation:



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37.1 does not use any cultural information of Ngāti Pāhauwera disclosed during the statutory authorisation process and not already in the public domain unless the consent of Ngāti Pāhauwera is obtained in advance; and

37.2 be encouraged to consult when using other cultural information of Ngāti Pāhauwera.

38. The Department will, subject to clause 103, provide Ngāti Pāhauwera with information concerning the monitoring of conditions of statutory authorisations for which Ngāti Pāhauwera have expressed an interest in being informed.

Concession opportunities

39. The Department will, if requested by Ngāti Pāhauwera, assist the development of concession proposals involving members of Ngāti Pāhauwera by providing technical advice on the concession process.

BUSINESS PLANNING AND PROJECTS

Business Planning

40. The Department's annual business planning process (informed by such things as the Government's policy directives, the Department's Statement of Intent and Strategic Direction) determines the Department's conservation work priorities throughout the Wellington/Hawke's Bay Conservancy.

41. The Department and Ngāti Pāhauwera will meet annually at an early stage in the Department's business planning cycle to:

41.1 discuss and seek feedback on planning and budget priorities within the Conservancy and Hawke's Bay Area as they relate to the Charter Area;

41.2 discuss and seek feedback on the Department's work plans and projects proposed to be undertaken within the Charter Area;

41.3 identify and agree on strategies to assist the Department to manage public conservation land within the Charter Area in accordance with tikanga Māori and the particular conservation values of the reserves;


41.4 identify and agree on areas for co-operation between Ngāti Pāhauwera and the Department; and

41.5 discuss and, where appropriate, agree to Departmental support for specific conservation projects proposed by Ngāti Pāhauwera on public conservation land.

42. Clause 41 is not subject to the dispute resolution provision in clause 100, and if agreement is not reached the Conservator will make the decisions required.

Ngāti Pāhauwera projects

43. The decision on whether projects to which clause 41.5 relates will be funded in any business year will be made by the Conservator informed by the co-operative process set out above and by implementation priorities and available resourcing.



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44. If any projects specifically requested by Ngāti Pāhauwera proceed, the Department will engage with Ngāti Pāhauwera to finalise a work plan and timetable in accordance with the resources which have been allocated in the business plan.
45. The Department will look for opportunities to support, through means other than Departmental funding, conservation projects proposed by Ngāti Pāhauwera that do not meet Crown funding priorities, but which are consistent with Crown conservation objectives.
46. The Department will encourage Ngāti Pāhauwera participation in and funding of specific Departmental projects by informing Ngāti Pāhauwera of such things as volunteer and conservation events and programmes.

CONSERVATION PLANNING

Conservation Management Strategies (CMS)

47. The Department will engage with Ngāti Pāhauwera at an early stage, before any public consultation, and throughout the process, when developing any relevant Conservation Management Strategy or Conservation Management Plans within the Charter Area.
48. The Department will obtain Ngāti Pāhauwera's agreement to any statements proposed to be included in any Conservation Management Strategy or Conservation Management Plan that relate to the cultural, spiritual and/or historic relationship of Ngāti Pāhauwera with any place within the Charter area.

Species/research projects

49. Ngāti Pāhauwera will identify species of particular significance to Ngāti Pāhauwera and, in relation to those species, the Department will engage with Ngāti Pāhauwera to seek the agreement of, and provide input and participation of Ngāti Pāhauwera into:
 - 49.1 developing, implementing and/or amending national species recovery programmes for those species that apply within the Charter Area; and
 - 49.2 any research and monitoring projects that are, or may be, carried out (or authorised) by the Department for those species within the Charter Area.
50. For other species the Department will keep Ngāti Pāhauwera informed of the national sites and species programmes on which the Department will be actively working, and provide opportunities for Ngāti Pāhauwera to participate in these programmes including translocation of species into or out of the Charter Area.

PEST CONTROL

Pest control plans

51. Ngāti Pāhauwera and the Department will work together to identify species of pest plant and pest animal of particular concern or interest to Ngāti Pāhauwera and sites of highest concern or interest to Ngāti Pāhauwera.
52. The Department will:

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- 52.1 facilitate early engagement with and seek agreement of Ngāti Pāhauwera on pest control activities in relation to the Charter Area, particularly in relation to the use of poisons;
- 52.2 provide Ngāti Pāhauwera with opportunities to review and assess programmes and outcomes; and
- 52.3 coordinate its pest control programmes with those of Ngāti Pāhauwera.

Contracting for pest control services

- 53. Where contracts are to be entered into for pest control for the Charter Area, the Department will inform Ngāti Pāhauwera, who may tender or submit a proposal for the contract.
- 54. The Department will consider using suitably qualified Ngāti Pāhauwera individuals or entities as a provider of professional services in relation to its pest control in the Charter Area.
- 55. The Department will, if requested by Ngāti Pāhauwera, provide advice on how to achieve the technical requirements to become a provider of professional services for the Department's pest control activities.
- 56. In accordance with standard administrative practice, wherever Ngāti Pāhauwera individuals or entities are applying to provide services appropriate steps will be taken to avoid any perceived or actual conflict of interest in the decision making process.

FRESHWATER QUALITY AND FISHERIES

Freshwater quality

- 57. The Department and Ngāti Pāhauwera have a mutual concern in ensuring effective riparian management and water quality management, and that freshwater bodies are free from contamination. For Ngāti Pāhauwera the health and wellbeing of the Mohaka, Waikari and Waihua Rivers and other waterways is of primary importance.
- 58. The Department will take all reasonable steps to prevent the pollution of waterways and the wider environment as a result of its activities (e.g. ensuring provision of toileting facilities).

Freshwater fisheries and habitat

- 59. Freshwater fisheries are managed under two sets of legislation: the Fisheries Act 1983 and 1996 (administered by the Ministry of Fisheries) and the Conservation Act 1987 (administered by the Department of Conservation). The Department's functions include the preservation of indigenous freshwater fisheries and habitats. The whitebait fishery is administered by the Department under the Whitebait Fishing Regulations, made under the Conservation Act.
- 60. Ngāti Pāhauwera have identified that fresh water habitat and all species endemic or not currently present in the Charter Area, are of high cultural value and to which they have a close association and interest.
- 61. The Department and Ngāti Pāhauwera will work together to ensure that the relevant staff of the Department are aware of relevant tikanga relating to freshwater fisheries, habitat and species.

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62. The Department will work at the Area Office level to provide for participation by Ngāti Pāhauwera in the conservation, management and research of customary freshwater fisheries and freshwater species habitats by:
- 62.1 seeking to identify areas for co-operation focusing on fish passage, minimum flows, protection of riparian vegetation and habitats, water quality improvement and in the restoration, rehabilitation or enhancement of customary freshwater fisheries and freshwater habitats;
 - 62.2 consulting with Ngāti Pāhauwera where the Department is developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements; and
 - 62.3 considering Ngāti Pāhauwera as a possible science provider or collaborator for research projects funded or promoted by the Department in the same manner as other potential providers or collaborators.

NEW PROTECTED AREAS

63. If the Department proposes to establish:
- 63.1 a new, or reclassify existing, public conservation land; or
 - 63.2 a marine protected area under the Department's jurisdiction (e.g. marine reserves and marine mammal sanctuaries) -
 - 63.3 the Department will notify Ngāti Pāhauwera at an early stage and engage with Ngāti Pāhauwera to ascertain their views on the proposal and seek to obtain the agreement of Ngāti Pāhauwera to any finalised proposal.

CULTURAL MATERIALS

64. For the purpose of this Charter, cultural materials are plants (including fungi), plant materials, and materials derived from animals, marine mammals or birds for which the Department is responsible within the Ngāti Pāhauwera Charter Area and which are important to Ngāti Pāhauwera in maintaining and expressing its cultural values and practices, including and especially access to rongoa.
65. Current legislation means that generally some form of concession or permit is required for any gathering and possession of cultural materials.
66. Ngāti Pāhauwera and the Department will explore opportunities for improving awareness of both parties about mātauranga Māori and scientific values of plants by, for example, holding co-convened wananga on rongoa and/or plant identification, and planting initiatives.
67. In relation to cultural materials, the Minister and/or Director-General will:
- 67.1 work in partnership with Ngāti Pāhauwera to develop and agree a process to authorise members of Ngāti Pāhauwera to access and use cultural materials within the Charter Area when required for cultural purposes, in accordance with the relevant legislation. Where it is consistent with conservation objectives and relevant legislation, multi-site and/or multi-take authorisations may be granted;



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- 67.2 consult with Ngāti Pāhauwera in circumstances where there are competing requests between Ngāti Pāhauwera and persons or entities other than those of Ngāti Pāhauwera for the use of cultural materials, for example for scientific research purposes; and
- 67.3 agree, where appropriate and taking into consideration the interest of other iwi or other representatives of tāngata whenua, for Ngāti Pāhauwera to have access to cultural materials which become available as a result of Departmental operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death or otherwise through natural causes.
68. The Department will as far as practicable:
- 68.1 assist Ngāti Pāhauwera to obtain propagation material and to provide advice to Ngāti Pāhauwera in the establishment of additional harvest areas;
- 68.2 identify areas administered by the Department which may be suitable as sites for revegetation of plants suitable for cultural use; and
- 68.3 provide ongoing advice to Ngāti Pāhauwera for the management and propagation of plants of interest to Ngāti Pāhauwera.

MARINE MAMMALS – STRANDINGS

69. The Department's approach to strandings is guided by the Marine Mammals Protection Act 1978, the Marine Mammal Action Plan and, at a Conservancy level, Marine Mammal Stranding Contingency Plans.
70. The Charter will assist Ngāti Pāhauwera and the Department to co-operate in managing strandings in the Ngāti Pāhauwera Charter Area.
71. The Charter also aims at assisting the conservation of cetacean species by contributing to the collection of specimens and scientific data of national and international importance while meeting the cultural interests of Ngāti Pāhauwera, such as the recovery by Ngāti Pāhauwera of bone (including teeth and/or baleen) and other material for cultural purposes from dead marine mammals.
72. There may be circumstances during a stranding in which euthanasia is required, for example if the animal is obviously distressed or refloating has been unsuccessful and live animals have irretrievably stranded.
73. Before euthanasia is carried out, Ngāti Pāhauwera representatives may wish to perform certain rituals. For this reason, it is important that every effort is made to inform Ngāti Pāhauwera well in advance of any decision to euthanise. However, in the interests of humane treatment of the marine mammals, if Ngāti Pāhauwera representatives are not present at the time, a decision to euthanise, is the sole responsibility of an officer or person authorised by the Minister of Conservation.
74. Upon the death of a stranded marine mammal, Ngāti Pāhauwera, with the advice of an officer or person authorised by the Minister of Conservation will assess the following:
- 74.1 cultural requirements, such as parts to be retained (eg. for rongoa or carving purposes);

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- 74.2 scientific requirements such as, identification, sampling or autopsy in accordance with clauses 77 and 78, and Schedule 3; and
- 74.3 the degree and nature of work required to recover the above, and who will undertake it.
75. Both Ngāti Pāhauwera and the Department accept responsibility for working together to ensure that the entire stranding management process, including the safe and proper disposal of cadaver and clean-up of the beach after the stranding meets all public health and safety standards and quality conservation management guidelines. However, legislative responsibility rests with authorised officers or persons.
76. Both the Department and Ngāti Pāhauwera acknowledge the scientific importance of information gathered at strandings and the role of the Department in assisting the conservation of marine mammal species by contributing to the collection of specimens and scientific data of national and international importance. Decisions concerning the exact nature of the scientific samples required and the subsequent disposal of any dead animals, including their availability to Ngāti Pāhauwera, will depend on the species.
77. Category 1 Species (see Schedule 3) are known to strand most frequently on New Zealand shores. In principle these species should be available to Ngāti Pāhauwera for the recovery of teeth, bone and/or baleen once scientific data and samples have been collected (usually on site). If there are reasons why this principle should not be followed, they must be discussed between the parties to the Charter.
78. Category 2 Species (see Schedule 3) are either not commonly encountered in New Zealand waters, or may frequently strand here but are rare elsewhere in the world. For these reasons their scientific value has a higher priority. In most instances, possession by Ngāti Pāhauwera of materials from category 2 species will follow an autopsy, which may occur on site. Depending on the species involved the autopsy team may request the removal of all or part of the animal for the purpose of an autopsy or for the retention of the skull or animal. The Department must discuss such requests with and seek the support of Ngāti Pāhauwera first.
79. The Department will endeavour to ensure that any decision on an application for marine mammal material (such as the retention by the autopsy team or Te Papa/Museum of New Zealand of parts or whole animals) from the Ngāti Pāhauwera Charter Area will be made with the support of Ngāti Pāhauwera.
80. The Minister, in approving the provision of any marine mammal from the Ngāti Pāhauwera Charter Area to Te Papa/Museum of New Zealand or the New Zealand Wildlife Health Centre (Massey University), will make the provision on the condition that if those agencies no longer require that marine mammal (at some future date) the skeletal remains will be returned to Ngāti Pāhauwera.
81. If Ngāti Pāhauwera does not wish to recover the bone or otherwise participate, Ngāti Pāhauwera will notify the Department whereupon the Department will take responsibility for disposing of the cadaver.
82. Subject to the prior agreement of the Conservator, where disposal of a dead marine mammal is carried out by Ngāti Pāhauwera, the Department will meet the reasonable costs incurred up to the estimated costs that would otherwise have been incurred by the Department to carry out the disposal.



2 CO-MANAGEMENT CHARTER

83. The Department will:
- 83.1 reach agreement with Ngāti Pāhauwera on authorised contact people (“Ngāti Pāhauwera Rangatira”) who will be available at short notice to make decisions on the desire of Ngāti Pāhauwera to be involved when there is a marine mammal stranding;
 - 83.2 promptly notify Ngāti Pāhauwera, through the relevant Ngāti Pāhauwera Rangatira, of all stranding events;
 - 83.3 discuss, as part of the disposal process, burial sites and, where practical, agree sites in advance which are not to be used for disposing of cadavers in order to meet all the health and safety requirements and to avoid the possible violation of Ngāti Pāhauwera tikanga.
84. Ngāti Pāhauwera Rangatira will promptly notify the Department's Area Office contact person of any stranding event.

TRAINING AND EMPLOYMENT OPPORTUNITIES

85. The Department and Ngāti Pāhauwera will identify opportunities for mutual professional development and inform the other party of such opportunities. Opportunities may include ranger training courses or short term employment exchanges between people in equivalent roles in each organisation, or secondments and will be offered and taken up by either Party within the resources available to them.
86. The Department will inform Ngāti Pāhauwera when opportunities for full time positions, holiday employment or student research projects arise within the Charter Area. Ngāti Pāhauwera may propose candidates for these roles or opportunities.

OTHER RELATIONSHIP MATTERS

Visitor and public information

87. In providing public information and interpretation services and facilities on the land it manages, the Department acknowledges the importance to Ngāti Pāhauwera of their tikanga, spiritual and historic values.
88. The Department, at the Area Office level, will promote Ngāti Pāhauwera values by:
- 88.1 seeking to raise public awareness of positive conservation partnerships developed by Ngāti Pāhauwera, the Department and other stakeholders, for example, by way of publications, presentations and seminars;
 - 88.2 consulting with Ngāti Pāhauwera on how Ngāti Pāhauwera tikanga, spiritual and historic values are respected in the provision of visitor facilities, public information and Department publications;
 - 88.3 taking reasonable steps to respect Ngāti Pāhauwera tikanga spiritual and historic values in the provision of visitor facilities, public information and Department publications; and
 - 88.4 ensuring the appropriate use of information about Ngāti Pāhauwera in the provision of visitor facilities and services, public information and Department publications by:



NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

2 CO-MANAGEMENT CHARTER

- 88.4.1 obtaining the consent of Ngāti Pāhauwera prior to disclosure of information obtained from Ngāti Pāhauwera;
- 88.4.2 obtaining the agreement of Ngāti Pāhauwera, including on any terms and conditions, before the Department's utilisation of information relating to Ngāti Pāhauwera;
- 88.4.3 encouraging Ngāti Pāhauwera participation in the Department's volunteer and conservation events programmes by informing Ngāti Pāhauwera of these programmes; and
- 88.4.4 encouraging any concessionaire proposing to use information provided by or relating to Ngāti Pāhauwera to obtain the agreement (including on any terms and conditions) of Ngāti Pāhauwera.

Implementation and Communication

- 89. The Department will establish and maintain effective communication with Ngāti Pāhauwera on a continuing basis by:
 - 89.1 maintaining information on Ngāti Pāhauwera's office holders, and their address and contact details; and
 - 89.2 providing a primary Departmental contact for Ngāti Pāhauwera, being the Area Manager, who will act as a liaison person with other departmental staff.
- 90. Within the first year of the operation of this Charter, and on a continuing basis the Department and Ngāti Pāhauwera will discuss practical ways in addition to the provisions contained in this Charter by which:
 - 90.1 the Department can be fully informed of the relevant interests of Ngāti Pāhauwera;
 - 90.2 Ngāti Pāhauwera can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga administered by the Department within the Charter Area;
 - 90.3 Ngāti Pāhauwera can participate in conservation management and activities within Charter Area; and
 - 90.4 Ngāti Pāhauwera and the Department can continuously improve the process of open, honest communication and will consider particular initiatives to achieve this including:
 - 90.4.1 inviting Ngāti Pāhauwera to observe specific projects within the Charter Area that may be of interest to Ngāti Pāhauwera;
 - 90.4.2 other initiatives that are agreed to by the Department and Ngāti Pāhauwera; and
 - 90.4.3 considering and/or participating in specific projects with Ngāti Pāhauwera.

Resource Management Act

- 91. Ngāti Pāhauwera and the Department both have concerns with the effects of activities controlled and managed under the Resource Management Act 1991. Areas of common interest include riparian management, effects on freshwater fish habitat, water quality management, and protection of indigenous vegetation and habitats.

2 CO-MANAGEMENT CHARTER

92. From time to time, Ngāti Pāhauwera and the Department will seek to identify further issues of mutual interest for discussion. It is recognised that the parties' concerns in any particular resource management issue may diverge and that each of the Department and Ngāti Pāhauwera will continue to make separate submissions in any Resource Management Act processes.
93. In its Resource Management Advocacy work, the Department will:
- 93.1 discuss with Ngāti Pāhauwera the general approach that may be taken by each of Ngāti Pāhauwera and the Department in respect of advocacy under the Resource Management Act, and seek to identify their respective priorities and issues of mutual concern;
- 93.2 have regard to the priorities and issues of mutual concern identified in making decisions in respect of advocacy under the Resource Management Act; and
- 93.3 where reasonably practicable, make non-confidential information about national departmental advocacy programmes available to Ngāti Pāhauwera to assist in improving its effectiveness in Resource Management Act advocacy work.

Review of legislation

94. The Department undertakes to keep Ngāti Pāhauwera informed of any public reviews of the Conservation Act 1987 and/or other legislation administered by the Department.
95. Ngāti Pāhauwera may suggest to the Minister of Conservation proposals for amendments to or for the review of conservation legislation.

Change of Place Names

96. Subject to legislation, the Department agrees that no names of reserves or conservation areas within the Charter Area will be submitted to the New Zealand Geographic Board by the Department unless the agreement of Ngāti Pāhauwera is obtained in advance.
97. The Department will consult Ngāti Pāhauwera on any new or amended office (e.g. Area Office) names.

Whirinaki Conservation Park Land

98. In recognition of Ngāti Pāhauwera's interests in the Whirinaki Conservation Park Land:
- 98.1 the Department will provide Ngāti Pāhauwera with any relevant Conservation Management Plan for the Whirinaki Conservation Park and an opportunity to engage with the Department when developing or amending any such Conservation Management Plan; and
- 98.2 Ngāti Pāhauwera may raise any management issues specifically relating to the management of the Whirinaki Conservation Park Land with the Te Urewera Area Office (East Coast/Bay of Plenty Conservancy).
99. The Charter does not otherwise apply to the Whirinaki Conservation Park Land.



2 CO-MANAGEMENT CHARTER

DISPUTE RESOLUTION

100. In good faith, the Parties agree that every effort must be made through meetings or as otherwise agreed to resolve matters arising under this Charter at a local level between Ngāti Pāhauwera and the Hawke's Bay Area Manager. However, if this has not been achieved, the matter will:

100.1 in the case of an unresolved matter under clause 63 be referred to the Minister for consideration; and

100.2 for all other matters that this clause applies to, be referred to the Wellington/Hawke's Bay Conservator, and to a team or representative nominated by Ngāti Pāhauwera to resolve within a reasonable time period, including an initial meeting within 10 days of referring the matter; and

100.3 if the matter remains unresolved after 100.2 the Parties may agree to refer the dispute to mediation, with the mediator to be mutually agreed and the costs of mediation to be equally split between the Parties.

CONSULTATION

101. Where the Department is required to consult under the Charter, the basic principles that will be followed by the Department in consulting with Ngāti Pāhauwera in each case are:

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

101.2 providing Ngāti Pāhauwera with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

101.3 ensuring that sufficient time is given for the effective participation of Ngāti Pāhauwera in the decision making process and the preparation of submissions by Ngāti Pāhauwera in relation to any of the matters that are the subject of the consultation;

101.4 ensuring that the Department will approach the consultation with Ngāti Pāhauwera with an open mind, and will genuinely consider any concerns that Ngāti Pāhauwera may have in relation to any of the matters that are the subject of the consultation and will consider options to provide for those concerns; and

101.5 reporting back to Ngāti Pāhauwera on the decision made as a result of any such consultation.

102. When the Department engages with Ngāti Pāhauwera on any matter, it will clarify at the outset whether it is seeking to engage Ngāti Pāhauwera as a provider of a professional service, or whether it is seeking Ngāti Pāhauwera's views as part of a consultation process.

PROVISION OF INFORMATION

103. Where the Department is to provide information to Ngāti Pāhauwera under this Charter, the information will be provided subject to the provisions of the Official Information Act 1982.

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REVIEW AND AMENDMENT OF CHARTER

104. The Minister and Director-General and Ngāti Pāhauwera agree that the Co-management Charter is a living document which should be updated and adapted to take account of future development, including amendments to legislation.
105. The first review of the Charter will take place no later than ten years from the settlement date and at ten year intervals thereafter, unless earlier as agreed to between the parties.
106. Ngāti Pāhauwera, the Minister and Director-General may only vary the Charter by agreement in writing.

CONTACT INFORMATION AND REPRESENTATIVE ENTITY

107. Unless advising in writing to the contrary the point of first contact details for the parties are:

Department of Conservation

The Area Manager
Department of Conservation
Hawke's Bay Area Office
Conservation House
59 Marine Parade
Napier 4110

Postal:
PO Box 644
Napier 4140

Phone: 06 834 3111

Fax: 06 834 4869

E-mail: napier-ao@doc.govt.nz

Ngāti Pāhauwera

The trustees of the Ngāti Pāhauwera Development Trust
68 Queen Street
Wairoa
Hawke's Bay

Postal:
PO Box 374
Wairoa 4160
Hawke's Bay

Fax: 06 838 6870

108. The trustees of the Ngāti Pāhauwera Development Trust are the representatives of Ngāti Pāhauwera for the purposes of this Charter.



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INTERPRETATION

Conservation Management Strategy has the same meaning as in the Conservation Act 1987.

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

Ngāti Pāhauwera Charter Area or **Charter Area** means the area defined as the “core area of interest” in the Deed of Settlement and represented in the attached map.

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

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

Ngāti Pāhauwera has the meaning set out in clauses 8.1 to 8.3 of the Deed of Settlement.

settlement date has the meaning given to it in the Settlement Legislation.

Settlement Legislation means the Ngāti Pāhauwera Treaty Claims Settlement Act [].

Te Heru o Tūreia has the meaning given to it in clause 12.

Obtained lawfully means, with respect to wildlife and marine mammals that the deceased animal has died of natural causes or has been euthanised by a person authorised under either the Wildlife Act 1953 or Marine Mammals Protection Act 1978.

Whirinaki Conservation Park Land means the Heruiwi 4E Block (Heruiwi 4E, South Auckland Land District) within the Whirinaki Conservation Park.



SCHEDULE 1

Ngāti Pāhauwera statement of values concerning Te Heru o Tūreia

Te Heru o Tūreia (the jewel in the crown of Tūreia) is extremely important to Ngāti Pāhauwera. It is from Te Heru o Tūreia and other *taonga tuku iho* such as the Mohaka River and the coastal reef known as Tangitu, that Ngāti Pāhauwera derive their *mana* as *tāngata whenua*.

Ngāti Pāhauwera association with Te Heru o Tūreia stems from the arrival of the ancestral *waka* Takitimu. As the *waka* traversed Te Whanga o Ruawharo (Hawke Bay) approaching the mouth of the Waikari River, there loomed before them a huge mountain range. The principal *tohunga*, Tupai, muttered an incantation and threw his *papauma* (magical staff) into the air. The *papauma* transformed into a bird form and flew inland to investigate this lofty range. As the *papauma* flew about the range the beating of its wings resounded so loudly in the depth and breadth of the valleys about the mountain that they could be heard from the voyagers on board the Takitimu. Thus the name Maungahāruru (the tremendous beating of wings) was bestowed on this *taonga*.

It is also said that the *papauma* landed in an *ana* (cave) where it remains to this day and so the *mauri* of birdlife was planted on Maungahāruru. Before the arrival of Europeans to this land Maungahāruru was famed for its birdlife and was one of the principle food gathering areas of Ngāti Pāhauwera. This is encapsulated in the following *whakatauhaki*:

Ka pa Tangitu ka puare Maungahāruru,

Ka pa Maungahāruru ka puare Tangitu

When the fishing grounds of Tangitu are closed then Maungahāruru is open, and when Maungahāruru is closed then we return to fish at Tangitu.

Before the arrival of Tūreia from Te Mahia the area about Maungahāruru was inhabited by the descendants of Tahu. However, through conquest, gift and intermarriage *mana whenua* over this region fell to Tūreia. Tūreia soon set about cementing his relationship with his neighbours to the south, at Heretaunga and Whanganui a Orotu, and to the north at Wairoa through the marriage of his children. His descendants and followers soon spread over the land and became known as *Te Tini o Tūreia* (the multitudes of Tūreia).

He mano nga whetu ki te rangi *One thousand stars in the sky*

He mano nga kahawai ki te moana *One thousand fish in the sea*

He mano nga tāngata o Tūreia *One thousand people of Tūreia*

Hei tiaki kai mau *upon the land to look after you*

The *mana* and *tikanga* of Tūreia was permanently fixed over the land from Waihua through Mohaka down to the Waikari river, and inland to the Maungaharuru range. As the highest point around, Maungahāruru became the jewel in Tūreia's crown and so the name Te Heru o Tūreia was born.



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Tūreia was the eldest son of the eldest son in a direct line of male descent from his *tipuna* Kahungunu. His *mana* was handed down to Te Huki, then to Puruaute and then to his great grandson Te Kahu o Te Rangi, and it is Te Kahu o Te Rangi that is credited with forming the confederation of *hapū* known today as Ngāti Pāhauwera. He also extended the mana established by Tūreia further north to Ohinepaaka and further south to Te Wai o Hinanga (the Esk River). After fixing these boundaries Te Kahu o Te Rangi turned to his people and uttered the following words of encouragement for them to be industrious

Pakato i te ata, pakato i te ahiahi *Just as evening flows on from morning*

Maure mahi mauri ora *So too will prosperity flow from industry*

Hohonu kaki papaku uaua *Do not be complacent lest you perish*

In order to honour this most celebrated of Ngāti Pāhauwera chiefs his remains were interred upon Te Heru o Tūreia, thus making this site, one of the most sacred *wahi tapu* held by Ngāti Pāhauwera.

The *tipuna* Popoia also lived in the area of Te Heru o Tūreia. He was the brother of Te Kahu o Te Rangi and therefore he is also a principal *rangatira* of Ngāti Pāhauwera. His descendents are known as Ngāti Popoia and/or Ngāti Purua.

Another principal *rangatira* of Ngāti Pāhauwera was Tuhemata, a descendant of Kaunohoanga, Tūreia's sister. His descendants carry the *hapū* name Ngāi Tuhemata. He too is known to have lived about Maungahāruru with his people and his remains are also buried there as are others.

To Ngāti Pāhauwera Maungahāruru represents both a physical and spiritual connection with our *tipuna* that originates from the arrival of their ancestral waka Takitimu, right up to the present day. The *maunga* has both fed and sheltered Ngāti Pāhauwera throughout their history. Hence the saying:

Taku ukaipōo te whenua *My life's sustenance comes from the whenua*

Taku whenua te ukaipōo *My whenua provides me with life giving sustenance*

It is from this affinity with the land that Ngāti Pāhauwera derive their *tāngata whenua* status.

He mana to te kupu *Words have mana*

The naming of this specific site 'Te Heru o Tūreia' alone, makes this one of Ngāti Pāhauwera's most sacred *wahi tapu*, indeed it is the burial place of our most celebrated ancestor Te Kahu o Te Rangi. It is not a place for the *kuare* or common people, Te Heru o Tūreia is a place for *rangatira*.

SCHEDULE 2

Te Heru o Tūreia - Interim Management Guidelines

1. Public Access

- 1.1 Where public foot access is required over Ngāti Pāhauwera owned parts of Te Heru o Tūreia the Department will provide information and signage encouraging visitors to follow marked routes and respect that they are crossing private property.
- 1.2 Public foot access in Te Heru o Tūreia will be encouraged on existing routes and any new agreed marked routes, and appropriate behaviour of visitors (eg. camping and eating of food) will be encouraged.
- 1.3 The Department will work with and obtain the agreement of Ngāti Pāhauwera to the location of any new routes in 1.1 and 1.2.
- 1.4 The Department and Ngāti Pāhauwera will discourage use of vehicles by the public within Te Heru o Tūreia, except for an informal parking area where Te Pari Road reaches the top of the Maungahāruu Range.
- 1.5 The Department will not issue recreational hunting permits within Crown-owned land in Te Heru o Tūreia.
- 1.6 Ngāti Pāhauwera will not authorise recreational hunting within Te Heru o Tūreia.

2. Conservation management

- 2.1 The Department will, if intending to carry out conservation work agreed to by the parties in Te Heru o Tūreia, give Ngāti Pāhauwera reasonable notice of that work to provide an opportunity for a member of Ngāti Pāhauwera to attend.
- 2.2 Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible and, other than in an emergency will not take place without first obtaining the agreement of both parties.
- 2.3 Where significant earthworks and disturbances of soil and/or vegetation which have not been agreed to have been undertaken as a result of an emergency the party responsible will inform the other party of the detail of the works undertaken at the first available opportunity.

3. Information

- 3.1 The Department and Ngāti Pāhauwera will share new information obtained relating to the Te Heru o Tūreia, subject to clause 4 below.
- 3.2 Departmental staff, contractors, conservation board members and the public as appropriate, will be provided with information about Ngāti Pāhauwera values (such as the information in Schedule 1) and the existence of these Interim Management Guidelines and will be encouraged to respect the Ngāti Pāhauwera association with Te Heru o Tūreia.



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- 3.3 The Department will work with Ngāti Pāhauwera to agree on the design and location of any new signs and other information to be provided to the public to advise of any restrictions on activities and discourage inappropriate behaviour (such as hunting, fossicking, the modification of wāhi tapu sites and the disturbance of other taonga) in Te Heru o Tūreia.
- 3.4 Ngāti Pāhauwera will be consulted regarding the provision of all new Departmental information and educational material, to ensure that the association of Ngāti Pāhauwera with Te Heru o Tūreia is accurately portrayed and the Department will only use cultural information of Ngāti Pāhauwera with the consent of Ngāti Pāhauwera.

4. **Wahi Tapu**

- 4.1 Ngāti Pāhauwera will explore with the Department means of actively protecting wahi tapu within the Crown-owned parts of Te Heru o Tūreia.
- 4.2 The Department will ensure that any information it holds regarding burial sites within Te Heru o Tūreia and Ngāti Pāhauwera owned land within Te Heru o Tūreia is kept strictly confidential and only retained if Ngāti Pāhauwera consents.
- 4.3 Access to wahi tapu within Te Heru o Tūreia may be restricted by fencing as appropriate and as resources permit, or by other management mechanisms to discourage public access, by agreement between the Department and Ngāti Pāhauwera.

SCHEDULE 3

Marine Mammals – Categories of species for purpose of scientific samples and autopsy

Category 1 species are:

- Common dolphins (*Delphinus delphis*)
- Long-finned pilot whales (*Globicephala melas*)
- Sperm whales (*Physeter macrocephalus*).

Category 2 species are:

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

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Any other species of cetacean previously unknown or rarely strand in New Zealand waters.

3 CONSERVATION COVENANTS

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KUWATAWATA CONSERVATION COVENANT

(Section 27 Conservation Act 1987
and
Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

BETWEEN [Trustees of the Ngāti Pāhauwera Tiaki Trust] (the Owner)

AND MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.
- B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated 17 December 2010 and implemented by the Ngāti Pāhauwera Treaty Claims Settlement Act [].
- C. The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the Land should be managed to protect those values.
- D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"Conservation Purposes"

means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by

3 CONSERVATION COVENANTS - KUWATAWATA

	the public, and safeguarding the options of future generations.
"Conservation Values"	means the conservation values specified in Schedule 1.
"Covenant"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"Director-General"	means the Director-General of Conservation.
"Fence"	includes a gate.
"Fire Authority"	means a fire authority as defined in the Forest and Rural Fires Act 1977.
"Land"	means the land described in Schedule 1.
"Minerals"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(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.

3 CONSERVATION COVENANTS - KUWATAWATA

- 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

- 2.1 The Land must be managed:
 - 2.1.1 for Conservation Purposes;
 - 2.1.2 so as to preserve the Reserves Values;
 - 2.1.3 to provide, subject to this Covenant, freedom of access on foot to the public for the appreciation and recreational enjoyment of the Land, for non-commercial purposes.

3 IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
 - 3.1.1 grazing of the Land by livestock;
 - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
 - 3.1.3 the planting of any species of exotic tree, shrub or other plant;
 - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
 - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
 - 3.1.6 any cultivation, earth works or other soil disturbances;
 - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;



3 CONSERVATION COVENANTS - KUWATAWATA

- 3.1.8 the damming, diverting or taking of Natural Water;
 - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;
 - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
 - 3.2.3 keep the Land free from exotic tree species;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
 - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;
 - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
 - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

3 CONSERVATION COVENANTS - KUWATAWATA

4 PUBLIC ACCESS

- 4.1 The Owner must, subject to this Covenant, permit the public to enter on foot upon the Land for non-commercial purposes.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 5.1 The Minister must:

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

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

- 5.2 The Minister may:

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

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

6 JOINT OBLIGATIONS

- 6.1 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.

7 DURATION OF COVENANT

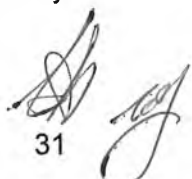
- 7.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

8 OBLIGATIONS ON SALE OF LAND

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

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

- 8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any



3 CONSERVATION COVENANTS - KUWATAWATA

breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9 CONSENTS

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

10 MISCELLANEOUS MATTERS

10.1 Rights

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

10.2 Trespass Act:

10.2.1 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.

10.2.2 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.

10.3 Reserves Act

10.3.1 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.

10.4 Titles

10.4.1 This Covenant must be signed by both parties and registered against the title to the Land.

10.5 Acceptance of Covenant

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

10.6 Fire

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

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

10.6.2.1 requested to do so; or

3 CONSERVATION COVENANTS - KUWATAWATA

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

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

11 DEFAULT

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

11.1.1 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

11.1.2 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.

11.2 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:

11.2.1 advise the defaulting party of the default;

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

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

12 DISPUTE RESOLUTION PROCESSES

12.1 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.

12.2 Mediation

12.2.1 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.

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.



3 CONSERVATION COVENANTS - KUWATAWATA

12.3 Failure of Mediation

12.3.1 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.

12.3.2 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.

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

13 NOTICES

13.1 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.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

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

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

14 SPECIAL CONDITIONS

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

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

NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

3 CONSERVATION COVENANTS - KUWATAWATA

Executed as a Deed

Signed by _____ as)
Owner in the presence of:)

Witness: _____

Address: _____

Occupation: _____

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

Witness: _____

Address: _____

Occupation: _____



SCHEDULE 1

Description of Land:

Hawke's Bay Land District

[Up to 0.1 hectares, approximately, being part of Section 4 SO 10175. Subject to survey]

Conservation Values to be protected:

The intrinsic riparian values of the Land, with the land located on the true right bank downstream of the Mohaka River and Te Hoe River Junction.

The intrinsic recreational value of the Land, in particular for the public to have foot access over the Land to the Mohaka River. The river is used for trout fishing, rafting and other recreational activities.

Reserve Values to be protected:

The natural landscape amenity and open space values of the Land are to be protected and maintained.

To preserve riparian values of the Land, which is located next to the Mohaka River. The Land plays a part in providing potential spawning habitat to indigenous freshwater fish present in the adjoining river such as torrent fish, long fin and short fin eel, common and redfin bully, and kōura.

SCHEDULE 2

Address for Service

The address for service of the Owner is:

68 Queen Street
Wairoa
Hawke's Bay

Postal:
PO Box 374
Wairoa 4160
Hawke's Bay

Fax: 06 838 6870

The address for service of the Minister is:

The Area Manager
Department of Conservation
Hawke's Bay Area Office
Conservation House
59 Marine Parade
Napier 4110

Postal:
PO Box 644
Napier 4140

Phone: 06 834 3111
Fax: 06 834 4869
E-mail: napiers-ao@doc.govt.nz

SCHEDULE 3

Special Conditions

A handwritten signature in black ink, appearing to be a stylized 'J' or similar character, located in the bottom right corner of the page.

3 CONSERVATION COVENANTS - KUWATAWATA

GRANT of

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

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

TRUSTEES OF THE NGĀTI PĀHAUWERA TIAKI TRUST

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation



3 CONSERVATION COVENANTS – TAUWHAREROA

TAUWHAREROA CONSERVATION COVENANT

(Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

BETWEEN Trustees of the Ngāti Pāhauwera Tiaki 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 proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated 17 December 2010 and implemented by the Ngāti Pāhauwera Treaty Claims Settlement Act [].
- C. The Land contains Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Reserves Act 1977 which would provide that the Land should be managed to protect those values.
- D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Reserve Values.

OPERATIVE PARTS

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

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

- "Covenant" means this Deed of Covenant made under section 77 of the Reserves Act 1977.
- "Director-General" means the Director-General of Conservation.
- "Fence" includes a gate.

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NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

3 CONSERVATION COVENANTS – TAUWHAREROA

“Fire Authority”	means a fire authority as defined in the Forest and Rural Fires Act 1977.
“Land”	means the land described in Schedule 1.
“Minerals”	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
“Minister”	means the Minister of Conservation.
“Natural Water”	includes water contained in streams the banks of which have, from time to time, been re-aligned.
“Owner”	means the person or persons who, from time to time, is or are registered as the proprietor(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.



3 CONSERVATION COVENANTS – TAUWHAREROA

1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVES OF THE COVENANT

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

3 IMPLEMENTATION OF OBJECTIVE

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

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1, 3.2.3 and schedule 3, felling, removal or damage of any tree, shrub or other plant;

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

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

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

3.1.6 any cultivation, earth works or other soil disturbances;

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

3.1.8 the damming, diverting or taking of Natural Water;

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

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

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

3.1.12 the erection of utility transmission lines across the Land.

3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:

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

3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any

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3 CONSERVATION COVENANTS – TAUWHAREROA

controlling Rural Fire Officer in attendance at the fire regarding fire suppression;

- 3.2.3 keep the Land free from exotic tree species;
- 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
- 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
- 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 4.1.2;
- 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
- 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

4.1 The Minister must:

- 4.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant;
- 4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

4.2 The Minister may:

- 4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;
- 4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

3 CONSERVATION COVENANTS – TAUWHAREROA

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.

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.

3 CONSERVATION COVENANTS – TAUWHAREROA

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 **Title**

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

9.5 **Acceptance of Covenant**

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

9.6 **Fire**

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

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

9.6.2.1 requested to do so; or

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

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

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:



3 CONSERVATION COVENANTS – TAUWHAREROA

- 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.

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:

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

3 CONSERVATION COVENANTS – TAUWHAREROA

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

13 SPECIAL CONDITIONS

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

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



NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

3 CONSERVATION COVENANTS – TAUWHAREROA

Executed as a Deed

Signed by _____ as)
Owner in the presence of:)

Witness: _____

Address: _____

Occupation: _____

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

Witness: _____

Address: _____

Occupation: _____



SCHEDULE 1

Description of Land:

Hawke's Bay Land District

8.9720 hectares, more or less, being Mohaka B15.

Reserve Values to be protected:

The natural environment of the flora and fauna, the natural landscape amenity, wildlife habitat and historic values. The Land is a representative sample of the class of natural ecosystem and landscape which in the aggregate originally gave the Tiniroto Ecological District of the Wairoa Ecological Region its own recognisable character.

The Land is a small but excellent example of a once plentiful forest for the area on an easy terrace slope, with semi-coastal to lowland rimu-matai/tawa forest and a small area of secondary vegetation consisting of porokaiwhiri, rewarewa and titoki. The Land is one of few remaining examples of this formerly widespread vegetation type.

A small unnamed seasonal stream runs through the Land, running into Mangapikopiko Stream and eventually the Mohaka River. Longfin eel, shortfin eel, common smelt, common bully, torrent fish and brown trout have been recorded as being present in the Mangapikopiko Stream and the unnamed seasonal stream will also provide a habitat for such fish species during its fuller flow period.

The Land has common bush birds present including fantail, tui, grey warbler and kererū.

SCHEDULE 2

Address for Service

The address for service of the Owner is:

68 Queen Street
Wairoa
Hawke's Bay

Postal:
PO Box 374
Wairoa 4160
Hawke's Bay

Fax: 06 838 6870

The address for service of the Minister is:

The Area Manager
Department of Conservation
Hawke's Bay Area Office
Conservation House
59 Marine Parade
Napier 4110

Postal:
PO Box 644
Napier 4140

Phone: 06 834 3111
Fax: 06 834 4869
E-mail: napier-ao@doc.govt.nz



SCHEDULE 3

Special Conditions

1. Notwithstanding clause 3.1.2, the Owner may authorise the taking or removal of plant materials from native plants, shrubs and trees from the land in accordance with tikanga Māori for customary Māori purposes.

3 CONSERVATION COVENANTS – TAUWHAREROA

GRANT of

Certified correct for the purposes
of the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under section 77 of the
Reserves Act 1977

TRUSTEES OF THE NGĀTI PĀHAUWERA TIAKI TRUST

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

TE HERU O TŪREIA (AREA B) CONSERVATION COVENANT

(Section 27 Conservation Act 1987
and
Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

BETWEEN Trustees of the Ngāti Pāhauwera Tiaki Trust (the Owner)

AND MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.
- B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated 17 December 2010 and implemented by the Ngāti Pāhauwera Treaty Claims Settlement Act [].
- C. The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the Land should be managed to protect those values.
- D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

“Co-management Charter”

means the co-management charter entered into between the Minister, the Director-General and the Owner under clause 5.4 of the deed of settlement of historical claims between Ngāti Pāhauwera and the Crown.

NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

3 CONSERVATION COVENANTS – TE HERU O TŪREIA (AREA B)

“Conservation Purposes”	means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.
“Conservation Values”	means the conservation values specified in Schedule 1.
“Covenant”	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
“Director-General”	means the Director-General of Conservation.
“Fence”	includes a gate.
“Fire Authority”	means a fire authority as defined in the Forest and Rural Fires Act 1977.
“Land”	means the land described in Schedule 1.
“Minerals”	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
“Minister”	means the Minister of Conservation.
“Natural Water”	includes water contained in streams the banks of which have, from time to time, been re-aligned.
“Owner”	means the person or persons who, from time to time, is or are registered as the proprietor(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.



3 CONSERVATION COVENANTS – TE HERU O TŪREIA (AREA B)

- 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

- 2.1 The Land must be managed:
 - 2.1.1 for Conservation Purposes;
 - 2.1.2 so as to preserve the Reserves Values;
 - 2.1.3 to provide, subject to this Covenant, freedom of access on foot to the public for the appreciation and recreational enjoyment of the Land, for non-commercial purposes.

3 IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
 - 3.1.1 grazing of the Land by livestock;
 - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
 - 3.1.3 the planting of any species of exotic tree, shrub or other plant;
 - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
 - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;



NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

3 CONSERVATION COVENANTS – TE HERU O TŪREIA (AREA B)

- 3.1.6 any cultivation, earth works or other soil disturbances;
 - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
 - 3.1.8 the damming, diverting or taking of Natural Water;
 - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;
 - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
 - 3.2.3 keep the Land free from exotic tree species;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
 - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;
 - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:

3 CONSERVATION COVENANTS – TE HERU O TŪREIA (AREA B)

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 PUBLIC ACCESS

4.1 The Owner must, subject to this Covenant, permit the public to enter on foot upon the Land for non-commercial purposes.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

5.1 The Minister must:

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

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

5.2 The Minister may:

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

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

6 JOINT OBLIGATIONS

6.1 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.

6.2 In addition to any work, or activity or improvement or actions agreed to be taken under clause 6.1, the Minister will meet the costs of protecting conservation values on the land to be undertaken under the Te Heru o Tūreia Joint Operational Plan, developed under the Co-management Charter.

7 DURATION OF COVENANT

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

8 OBLIGATIONS ON SALE OF LAND

3 CONSERVATION COVENANTS – TE HERU O TŪREIA (AREA B)

- 8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.
- 8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.
- 8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9 CONSENTS

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

10 MISCELLANEOUS MATTERS

10.1 Rights

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

10.2 Trespass Act:

- 10.2.1 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.

- 10.2.2 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.

10.3 Reserves Act

- 10.3.1 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.

10.4 Titles

- 10.4.1 This Covenant must be signed by both parties and registered against the title to the Land.

10.5 Acceptance of Covenant

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



3 CONSERVATION COVENANTS – TE HERU O TŪREIA (AREA B)

10.6 Fire

- 10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land.
- 10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:
- 10.6.2.1 requested to do so; or
- 10.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.
- 10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wildfire through wilful action or negligence (which includes the case where the wildfire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

11 DEFAULT

- 11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:
- 11.1.1 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
- 11.1.2 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.
- 11.2 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:
- 11.2.1 advise the defaulting party of the default;
- 11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
- 11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

12 DISPUTE RESOLUTION PROCESSES

- 12.1 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.



3 CONSERVATION COVENANTS – TE HERU O TŪREIA (AREA B)

12.2 Mediation

12.2.1 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.

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

12.3 Failure of Mediation

12.3.1 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.

12.3.2 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.

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

13 NOTICES

13.1 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.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

(a) in the case of personal delivery, on the date of delivery;

(b) in the case of pre-paid post, on the third working day after posting;

(c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

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

14 SPECIAL CONDITIONS

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

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

NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

3 CONSERVATION COVENANTS – TE HERU O TŪREIA (AREA B)

Executed as a Deed

Signed by _____ as)
Owner in the presence of:)

Witness: _____

Address: _____

Occupation: _____

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

Witness: _____

Address: _____

Occupation: _____

SCHEDULE 1

Description of Land:

Hawke's Bay Land District

160 hectares, approximately, being Part Section 1 SO 9433, Part Section 2 Block X Waitara Survey District and Part Section 2 Block XII Waitara Survey District. Subject to survey.

Conservation Values to be protected:

The intrinsic value of the natural and historic qualities of the land and the appreciation that may be derived by the public from the opportunity to view and visit the land.

The natural resources on the land, particularly in relation to the indigenous flora and fauna, which need to be preserved as far as possible in their natural state.

The intrinsic value of historic resources on the Land, represented by historic and archaeological sites.

Reserve Values to be protected:

The natural character of the Land with particular regard to the indigenous flora and fauna. The Land is a representative sample of the class of natural ecosystem and landscape which in the aggregate originally gave the Maungahāuru Ecological District of the Hawke's Bay Ecological Region its own recognisable character.

There is regenerating Kānuka and second growth bush, with small pockets of Podocarp/Broadleaf forest, Red Beech forest, and Rewarewa/Kāmahi forest present on the Land. The Land is of 'high exceptional botanical value' due to the presence of *Clianthus puniceus* (Kakabeak) which occurs rarely in the wild, and have been transplanted in pest exclosures on the Land. Fauna present includes Falcon, Kererū and the common bush birds. North Island Brown Kiwi venture into the area from time to time.

The landscape amenity of the Land. The Land has steep bluffs with high landscape and scenic values from its limestone features.

The historic values of the Land, which includes unrecorded urupa and burial caves.

SCHEDULE 2

Address for Service

The address for service of the Owner is:

68 Queen Street
Wairoa
Hawke's Bay

Postal:
PO Box 374
Wairoa 4160
Hawke's Bay

Fax: 06 838 6870

The address for service of the Minister is:

The Area Manager
Department of Conservation
Hawke's Bay Area Office
Conservation House
59 Marine Parade
Napier 4110

Postal:
PO Box 644
Napier 4140

Phone: 06 834 3111
Fax: 06 834 4869
E-mail: napier-ao@doc.govt.nz

SCHEDULE 3

Special Conditions

1. Notwithstanding clause 4.1, the owner may restrict (including temporarily) public access to part of the Land in order to protect wahi tapu of high importance, such as burial sites.
2. Clauses 15 to 21 of the Co-management Charter require the Owner and the Department to agree to a joint operational plan for Te Heru o Tūreia, including the Land. That plan will direct some management activities on the Land and the Owner and Minister agree that plan may modify the application of this covenant, but only during the period for which the Owner retains the Land.
3. Notwithstanding clause 3.1.1, the owner may permit grazing by sheep of the 10 hectare area of Limestone Ridge identified in the attached map until such time as stock proof fencing on the legal boundary with section 16 Block XI Waitara Survey District is erected.



3 CONSERVATION COVENANTS – TE HERU O TŪREIA (AREA B)



NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

3 CONSERVATION COVENANTS – TE HERU O TŪREIA (AREA B)

GRANT of

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

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

TRUSTEES OF THE NGĀTI PĀHAUWERA TIAKI TRUST

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation



NGĀKŌAUAU (AREA A) CONSERVATION COVENANT

(Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

BETWEEN [Trustees of the Ngāti Pāhauwera Tiaki 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 proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated 17 December 2010 and implemented by the Ngāti Pāhauwera Treaty Claims Settlement Act [].
- C. The Land contains Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Reserves Act 1977 which would provide that the Land should be managed to protect those values.
- D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Reserve Values.

OPERATIVE PARTS

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

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

- | | |
|--------------------|---|
| “Covenant” | means this Deed of Covenant made under section 77 of the Reserves Act 1977. |
| “Director-General” | means the Director-General of Conservation. |
| “Fence” | includes a gate. |
| “Fire Authority” | means a fire authority as defined in the Forest and Rural Fires Act 1977. |

3 CONSERVATION COVENANTS – NGĀKŌAU AU (AREA A)

“Land”	means the land described in Schedule 1.
“Minerals”	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
“Minister”	means the Minister of Conservation.
“Natural Water”	includes water contained in streams the banks of which have, from time to time, been re-aligned.
“Owner”	means the person or persons who, from time to time, is or are registered as the proprietor(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.

3 CONSERVATION COVENANTS – NGĀKŌAUAU (AREA A)

2 OBJECTIVES OF THE COVENANT

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

3 IMPLEMENTATION OF OBJECTIVE

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

3.1.1 grazing of the Land by livestock;

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

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

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

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

3.1.6 any cultivation, earth works or other soil disturbances;

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

3.1.8 the damming, diverting or taking of Natural Water;

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

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

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

3.1.12 the erection of utility transmission lines across the Land.

3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:

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

3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any

NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

3 CONSERVATION COVENANTS – NGĀKŌAUAU (AREA A)

controlling Rural Fire Officer in attendance at the fire regarding fire suppression;

- 3.2.3 keep the Land free from exotic tree species;
- 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
- 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
- 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 4.1.2;
- 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
- 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

4.1 The Minister must:

- 4.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant;
- 4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

4.2 The Minister may:

- 4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;
- 4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

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3 CONSERVATION COVENANTS – NGĀKŌAU (AREA A)

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.

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.

NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

3 CONSERVATION COVENANTS – NGĀKŌAUAU (AREA A)

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 Title

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

9.5 Acceptance of Covenant

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

9.6 Fire

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

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

9.6.2.1 requested to do so; or

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

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

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:

3 CONSERVATION COVENANTS – NGĀKŌAUAU (AREA A)

- 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.
- 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:
 - (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of pre-paid post, on the third working day after posting;



NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

3 CONSERVATION COVENANTS – NGĀKŌAUAU (AREA A)

(c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

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

13 SPECIAL CONDITIONS

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

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



NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

3 CONSERVATION COVENANTS – NGĀKŌAUAU (AREA A)

Executed as a Deed

Signed by _____ as)
Owner in the presence of:)

Witness: _____

Address: _____

Occupation: _____

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

Witness: _____

Address: _____

Occupation: _____



SCHEDULE 1

Description of Land:

Hawke's Bay Land District
27 hectares, approximately, being Part Lot 1 DP 11245 as marked "A" in Deed Plan OTS-119-09. Subject to survey.

Reserve Values to be protected:

The natural environment of the flora and fauna, the natural landscape amenity, wildlife habitat and historic values. The Land is a representative sample of the class of natural ecosystem and landscape which in the aggregate originally gave the Waihua Ecological District of the Wairoa Ecological Region its own recognisable character.

The predominant native vegetation is shrub hardwood species of regenerating mānuka and kānuka transitional to kānuka forest.

Native bird species such as kererū, tui, bellbird grey warbler, cuckoo and fantail are present on the Land.



SCHEDULE 2

Address for Service

The address for service of the Owner is:

68 Queen Street
Wairoa
Hawke's Bay

Postal:
PO Box 374
Wairoa 4160
Hawke's Bay

Fax: 06 838 6870

The address for service of the Minister is:

The Area Manager
Department of Conservation
Hawke's Bay Area Office
Conservation House
59 Marine Parade
Napier 4110

Postal:
PO Box 644
Napier 4140

Phone: 06 834 3111
Fax: 06 834 4869
E-mail: napier-ao@doc.govt.nz

3 CONSERVATION COVENANTS – NGĀKŌAUAU (AREA A)

SCHEDULE 3

Special Conditions

1. Notwithstanding clause 3.1.1, the Owner may authorise the grazing of the Land. The Owner may graze the following types of stock (dry stock dairy cows) and may graze up to the following maximum number of stock on the Land (25), with the intention being that kānuka will regenerate on the Land.

NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

3 CONSERVATION COVENANTS – NGĀKŌAUAU (AREA A)

GRANT of

Certified correct for the purposes
of the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under section 77 of the
Reserves Act 1977

TRUSTEES OF THE NGĀTI PĀHAUWERA TIAKI TRUST

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation



3 CONSERVATION COVENANTS – PAAKA TE AHU

PAAKA TE AHU CONSERVATION COVENANT

(Section 27 Conservation Act 1987
and
Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

BETWEEN Trustees of the Ngāti Pāhauwera Tiaki Trust (the Owner)

AND MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.
- B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated 17 December 2010 and implemented by the Ngāti Pāhauwera Treaty Claims Settlement Act [].
- C. The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the Land should be managed to protect those values.
- D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"Conservation Purposes"

means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by

3 CONSERVATION COVENANTS – PAAKA TE AHU

	the public, and safeguarding the options of future generations.
“Conservation Values”	means the conservation values specified in Schedule 1.
“Covenant”	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
“Director-General”	means the Director-General of Conservation.
“Fence”	includes a gate.
“Fire Authority”	means a fire authority as defined in the Forest and Rural Fires Act 1977.
“Land”	means the land described in Schedule 1.
“Minerals”	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
“Minister”	means the Minister of Conservation.
“Natural Water”	includes water contained in streams the banks of which have, from time to time, been re-aligned.
“Owner”	means the person or persons who, from time to time, is or are registered as the proprietor(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.

3 CONSERVATION COVENANTS – PAAKA TE AHU

- 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

- 2.1 The Land must be managed:
 - 2.1.1 for Conservation Purposes;
 - 2.1.2 so as to preserve the Reserves Values;
 - 2.1.3 to provide, subject to this Covenant, freedom of access on foot to the public for the appreciation and recreational enjoyment of the Land, for non-commercial purposes.

3 IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
 - 3.1.1 grazing of the Land by livestock;
 - 3.1.2 subject to clauses 3.2.1, 3.2.3, and schedule 3, felling, removal or damage of any tree, shrub or other plant;
 - 3.1.3 the planting of any species of exotic tree, shrub or other plant;
 - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
 - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
 - 3.1.6 any cultivation, earth works or other soil disturbances;
 - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;

3 CONSERVATION COVENANTS – PAAKA TE AHU

- 3.1.8 the damming, diverting or taking of Natural Water;
 - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;
 - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
 - 3.2.3 keep the Land free from exotic tree species;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
 - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;
 - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
 - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

3 CONSERVATION COVENANTS – PAAKA TE AHU

4 PUBLIC ACCESS

- 4.1 The Owner must, subject to this Covenant, permit the public to enter on foot upon the Land for non-commercial purposes.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 5.1 The Minister must:

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

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

- 5.2 The Minister may:

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

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

6 JOINT OBLIGATIONS

- 6.1 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.

7 DURATION OF COVENANT

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

8 OBLIGATIONS ON SALE OF LAND

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

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

- 8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any

3 CONSERVATION COVENANTS – PAAKA TE AHU

breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9 CONSENTS

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

10 MISCELLANEOUS MATTERS

10.1 Rights

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

10.2 Trespass Act:

10.2.1 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.

10.2.2 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.

10.3 Reserves Act

10.3.1 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.

10.4 Titles

10.4.1 This Covenant must be signed by both parties and registered against the title to the Land.

10.5 Acceptance of Covenant

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

10.6 Fire

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

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

10.6.2.1 requested to do so; or



3 CONSERVATION COVENANTS – PAAKA TE AHU

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

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

11 DEFAULT

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

11.1.1 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

11.1.2 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.

11.2 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:

11.2.1 advise the defaulting party of the default;

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

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

12 DISPUTE RESOLUTION PROCESSES

12.1 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.

12.2 Mediation

12.2.1 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.

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

3 CONSERVATION COVENANTS – PAAKA TE AHU

12.3 Failure of Mediation

12.3.1 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.

12.3.2 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.

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

13 NOTICES

13.1 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.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

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

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

14 SPECIAL CONDITIONS

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

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

NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

3 CONSERVATION COVENANTS – PAAKA TE AHU

Executed as a Deed

Signed by _____ as)
Owner in the presence of:)

Witness: _____

Address: _____

Occupation: _____

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

Witness: _____

Address: _____

Occupation: _____



SCHEDULE 1

Description of Land:

Hawke's Bay Land District
16.1874 hectares, more or less, being Section 18 Block XII Mohaka Survey District

Conservation Values to be protected:

The intrinsic value of natural and historic qualities of the Land, and the appreciation that may be derived by the public from the opportunity to view and visit the Land. The Land offers spectacular views over the adjacent Mohaka River and farmland.

The natural resources on the Land, with particular regard to the indigenous flora of high botanical conservation value and indigenous fauna, which need to be preserved as far as possible in their natural state.

The intrinsic value of historic resources on the Land, represented by historic and archaeological sites.

Reserve Values to be protected:

The natural environment of the flora and fauna, the natural landscape amenity, wildlife habitat and historic values. The Land is a representative sample of the class of natural ecosystem and landscape which in the aggregate originally gave the Waihua Ecological District of the Wairoa Ecological Region its own recognisable character.

The Land has a predominant cover of semi-coastal tawa–titoki forest with kahikatea, kānuka forest and titoki-kowhai-kānuka forest, interspersed with pockets of herbfields. The Land has significance as one of the better preserved forested areas in the region abutting the Mohaka River. Native birds present include bellbird, kererū and fernbird.

The landscape amenity of the indigenous vegetation. The Land has high scenic value as a backdrop to the Mohaka River at a highly visible spot from SH 2, the railway corridor and the Mohaka Viaduct.

The historical value of the Land represented by the recorded archaeological site on the Land (W19/8 Pa site).

SCHEDULE 2

Address for Service

The address for service of the Owner is:

68 Queen Street
Wairoa
Hawke's Bay

Postal:
PO Box 374
Wairoa 4160
Hawke's Bay

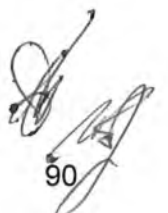
Fax: 06 838 6870

The address for service of the Minister is:

The Area Manager
Department of Conservation
Hawke's Bay Area Office
Conservation House
59 Marine Parade
Napier 4110

Postal:
PO Box 644
Napier 4140

Phone: 06 834 3111
Fax: 06 834 4869
E-mail: napiers-ao@doc.govt.nz



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SCHEDULE 3

Special Conditions

1. Notwithstanding clause 3.1.2, the Owner may authorise the taking or removal of plant materials from native plants, shrubs and trees from the Land in accordance with tikanga Māori for customary Māori purposes.

NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

3 CONSERVATION COVENANTS – PAAKA TE AHU

GRANT of

Certified correct for the purposes
of the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

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

TRUSTEES OF THE NGĀTI PĀHAUWERA TIAKI TRUST

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation



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3 CONSERVATION COVENANTS - LAKES

LAKE ROTONGAIO AND ROTOROA CONSERVATION COVENANT

(Section 27 Conservation Act 1987
and
Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

BETWEEN Trustees of the Ngāti Pāhauwera Tiaki Trust (the Owner)

AND MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.
- B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated 17 December 2010 and implemented by the Ngāti Pāhauwera Treaty Claims Settlement Act [].
- C. The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the Land should be managed to protect those values.
- D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

1 INTERPRETATION

1.1 In this covenant unless the context otherwise requires:

“Conservation Purposes” means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.



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3 CONSERVATION COVENANTS - LAKES

"Conservation Values"	means the conservation values specified in Schedule 1.
"Covenant"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"Director-General"	means the Director-General of Conservation.
"Fence"	includes a gate.
"Fire Authority"	means a fire authority as defined in the Forest and Rural Fires Act 1977.
"Land"	means the land described in Schedule 1.
"Minerals"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(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.

3 CONSERVATION COVENANTS - LAKES

- 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

2.1 The Land must be managed:

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

3 IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of exotic tree, shrub or other plant;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
- 3.1.6 any cultivation, earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.8 the damming, diverting or taking of Natural Water;
- 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
- 3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;
- 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
- 3.1.12 the erection of utility transmission lines across the Land.



3 CONSERVATION COVENANTS - LAKES

- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
 - 3.2.3 keep the Land free from exotic tree species;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
 - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;
 - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
 - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 PUBLIC ACCESS

- 4.1 The Owner must, subject to this Covenant, permit the public to enter on foot upon the Land for non-commercial purposes.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 5.1 The Minister must:
- 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant;
 - 5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

3 CONSERVATION COVENANTS - LAKES

5.2 The Minister may:

- 5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;
- 5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6 JOINT OBLIGATIONS

6.1 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.

7 DURATION OF COVENANT

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

8 OBLIGATIONS ON SALE OF LAND

- 8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.
- 8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.
- 8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9 CONSENTS

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

10 MISCELLANEOUS MATTERS

10.1 Rights

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

10.2 Trespass Act:

10.2.1 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.

3 CONSERVATION COVENANTS - LAKES

10.2.2 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.

10.3 Reserves Act

10.3.1 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.

10.4 Titles

10.4.1 This Covenant must be signed by both parties and registered against the title to the Land.

10.5 Acceptance of Covenant

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

10.6 Fire

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

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

10.6.2.1 requested to do so; or

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

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

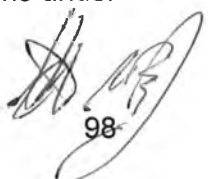
11 DEFAULT

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

11.1.1 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

11.1.2 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.

11.2 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:



3 CONSERVATION COVENANTS - LAKES

- 11.2.1 advise the defaulting party of the default;
- 11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
- 11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

12 DISPUTE RESOLUTION PROCESSES

12.1 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.

12.2 Mediation

- 12.2.1 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.
- 12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

12.3 Failure of Mediation

- 12.3.1 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.
- 12.3.2 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.
- 12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

13 NOTICES

13.1 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.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

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



3 CONSERVATION COVENANTS - LAKES

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

14 SPECIAL CONDITIONS

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

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

NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

3 CONSERVATION COVENANTS - LAKES

Executed as a Deed

Signed by _____ as)
Owner in the presence of:)

Witness: _____

Address: _____

Occupation: _____

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

Witness: _____

Address: _____

Occupation: _____

SCHEDULE 1

Description of Land:

Gisborne Land District

23.43 hectares, approximately, being Section 1 SO 430169 and Section 1 SO 430206 which excludes the space occupied by water and the space occupied by air above the water. Subject to survey.

Conservation Values to be protected:

The intrinsic value of natural and historic qualities of an area of remote wetland, and the appreciation and recreational enjoyment that may be derived by the public from the opportunity to visit that area.

The natural resources on the Land, with particular regard to the indigenous flora and fauna, which need to be preserved as far as possible in their natural state. This includes the contribution the land makes to the wetland ecosystem that supports such things as a bird nesting area, with NZ dabchick, spotless crane, NZ scaup, and Australasian bittern recorded here.

The intrinsic value of historic resources on the Land, represented by historic and archaeological sites.

Reserve Values to be protected:

The natural environment of the flora and fauna, the natural landscape amenity, wildlife habitat and historic values. The Land is a representative sample of the class of natural ecosystem and landscape which in the aggregate originally gave the Tiniroto Ecological District of the Wairoa Ecological Region its own recognisable character.

The lakes were formed by a huge landslide some 6500 years ago and vary in depth from 5-19 metres. Raupō reedland is the dominant vegetation around the lake margins, with scattered mānuka scrub. Predominant bird species likely to be found in the wetland ecosystem supported by the Land are noted in the Conservation Values section above. The Land also helps support habitat for native fish species such as bullies and eel (tuna) in both lakes, and trout.

Pre-European burials have been recorded in the vicinity of the lakes.

3 CONSERVATION COVENANTS - LAKES

SCHEDULE 2

Address for Service

The address for service of the Owner is:

68 Queen Street
Wairoa
Hawke's Bay

Postal:
PO Box 374
Wairoa 4160
Hawke's Bay

Fax: 06 838 6870

The address for service of the Minister is:

The Area Manager
Department of Conservation
Hawke's Bay Area Office
Conservation House
59 Marine Parade
Napier 4110

Postal:
PO Box 644
Napier 4140

Phone: 06 834 3111
Fax: 06 834 4869
E-mail: napier-ao@doc.govt.nz

3 CONSERVATION COVENANTS - LAKES

SCHEDULE 3

Special Conditions

NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

3 CONSERVATION COVENANTS - LAKES

GRANT of

Certified correct for the purposes
of the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

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

TRUSTEES OF THE NGĀTI PĀHAUWERA TIAKI TRUST

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation



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4 MUSEUMS AND OTHER INSTITUTIONS

4 MUSEUMS AND OTHER INSTITUTIONS

- Akaroa Museum Te Whare Taonga
- Archive of Māori and Pacific Music
- Auckland War Memorial Museum
- Auckland Public Library
- Audio Visual Museum of New Zealand Inc
- Butler Point Whaling Museum and 1840s House
- Canterbury Museum
- Central Hawke's Bay Settlers Museum
- Chatham Islands Museum
- Far North Regional Museum
- Fyffe House
- Hawke's Bay Museum and Art Gallery
- Hocken Collections Uare Taoka o Hakena
- Lakes District Museum
- Mercury Bay Regional Museum
- Museum of New Zealand Te Papa Tongarewa
- Museum of Wellington City and Sea
- Okains Bay Māori and Colonial Museum
- Pataka Museum of Arts and Cultures
- Puke Ariki
- Rotorua Museum of Art and History, Te Whare Taonga o Te Arawa

4 MUSEUMS AND OTHER INSTITUTIONS

- Sound Archives/Nga Taonga Korero
- Tairawhiti Museum
- Taupo Museum
- Te Manawa (formerly The Science Centre, Manawatu Museum and Art Gallery)
- The National Tattoo Museum of New Zealand
- The New Zealand Film Archive
- Waikato Museum
- Wairoa District Museum
- Aratoi – Wairarapa Museum of Art and History
- Otago Museum
- Southland Museum and Art Gallery

5 EASEMENTS

5 EASEMENTS

	Page
Public Right of Way Easement	109
Easement for Ngākōauau (Area A)	111

5 EASEMENTS

PUBLIC RIGHT OF WAY EASEMENT

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In this Easement Instrument, unless the context otherwise requires:

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

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

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

Occupier means the Transferor and the Transferor's lessees, licensees and other occupiers;

Transferee also includes members of the general public; and

Transferor also includes the Transferor's successors in title of the Land.

1.2 Construction

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

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

2. GRANT OF ACCESS RIGHTS

Subject to clause 3, the Transferor grants to the Transferee the right to enter and use the Land for recreational purposes. Such entry shall, unless the Licensee, or in the absence of a Licensee, the Transferor, expressly permits otherwise, be limited to access on foot.

3. RIGHT TO CLOSE AND CONTROL

The Occupier shall have the discretion to close or otherwise control the entry and the use of the Land only for reasons relating to:

- (a) the safety of the public or of those working on the Land;



5 EASEMENTS

- (b) the protection of the trees, buildings, plant, equipment and related items on the Land; or
- (c) the protection of any wahi tapu.

4. OCCUPIER NOT REQUIRED TO MAINTAIN ROAD

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

SCHEDULE

Land

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

NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

5 EASEMENTS

EASEMENT FOR NGĀKŌAUAU (AREA A)

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district	BARCODE
WELLINGTON	

Grantor	<i>Surname must be <u>underlined</u></i>
Ngati Pahauwera Tiaki Trust	

Grantee	<i>Surname must be <u>underlined</u></i>
Ngati Pahauwera Tiaki Trust	

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee the easement Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this day of 2010

Attestation	Witness Attestation [Signed in my presence by the Grantor]
Signature of Grantor	Signature of witness
Print name of Grantor	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation
	Address

Insert here as many signatory boxes as are required for Governance Entity signatories

[Handwritten signature]
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NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

5 EASEMENTS

	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>

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee



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NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

5 EASEMENTS

**Annexure
Schedule 1**

Easement instrument

Dated

Page 1 of 2 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way on Foot	Marked "B" on SO 431384	Sec 1 SO 431384 (formerly Part Lot 1 DP 11245)	Sec 2 SO 431384 (formerly Part Lot 1 DP 11245, Lot 1 DP 19152; Pt Mohaka A28 Block & Part Sec 4 Blk XV Waihua Survey District)

Easement rights and powers (including terms, covenants, and conditions)

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

The implied rights and powers are varied by the provisions set out in Annexure Schedule 2.

All signing parties and either their witnesses or solicitors must sign or initial in this box

5 EASEMENTS

Easement instrument

Dated

Page 2 of 2 pages

Annexure Schedule Two

Operative Clause

1. The Grantor transfers and grants to the Grantee a pedestrian right of way easement over the Servient Land on the terms, conditions, covenants and restrictions contained in this memorandum

Right of Way Easement Terms

2. The Grantee together with the employees, tenants, agents, workmen, licensees and invitees of the Grantee and any other person lawfully entitled (including the public) shall have the full free right, liberty and licence from time to time and at all times by day and by night to pass and repass on foot over and along the Easement Land.

3. In exercising its rights under this memorandum, the Grantee shall not interfere with the Grantor's use of the Easement Land.

4. The Grantee may not use the Easement Land or any part of the Easement Land other than for the purpose expressly set out in clause 2 of this memorandum. In particular, the Grantee may not in any way obstruct the Easement Land.

5. Either, or both, the Grantee or Grantor may maintain an accessway on the Easement Land.

6. The cost of maintaining the accessway shall be borne by the parties in proportion to the amount, and nature, of their use of the Easement Land. Neither party shall be liable to contribute to the improvement of the easement in the event that improvement is not necessary for their use. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party causing damage to the Easement Land then the cost of such maintenance and repair shall be borne by the party that caused the damage.

6. The Grantor shall not be responsible to the Grantee or to any other person for any loss or damage sustained by the Grantee or by any such person using any part of the Easement Land at its own risk in all respects.

7. The Grantee may close this public access easement by a public notice inserted in the local newspaper, closure effective during periods of high fire hazard or for reasons of public safety or emergency.

General Terms

8. No power is implied for the Grantor to determine the Easement for breach of any provision in this memorandum (whether express or implied) or for any other cause, it being the intention of the parties that the Easement shall subsist for all time or until it is duly surrendered.

9. The covenants and powers contained in the Land Transfer Regulations 2002 in respect of easements shall apply to the extent that they are not expressly negatived in this memorandum. The rights set out in Schedule 5 to the Property Law Act 2007 are excluded from this easement instrument.

Dispute Resolution

10. If any dispute arises between the Grantor and Grantee concerning the rights created by this memorandum the parties shall enter into negotiations in good faith to resolve their dispute.

11. If the dispute cannot be resolved by the parties themselves then they shall explore whether the dispute can be resolved by use of an alternative dispute resolution technique.

12. If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the time being of the New Zealand Law Society in which the Servient Land is situated. Such arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution. The parties' execution of this memorandum shall be deemed a submission to arbitration.

Interpretation

In these conditions, unless the context otherwise requires:

5 EASEMENTS

Easement means the pedestrian right of way easement recorded by this memorandum; and

Easement Land means that part of the land marked "B" on Survey Office (SO) Plan 431384.

6 CORE AREA OF INTEREST

6 CORE AREA OF INTEREST

6 CORE AREA OF INTEREST

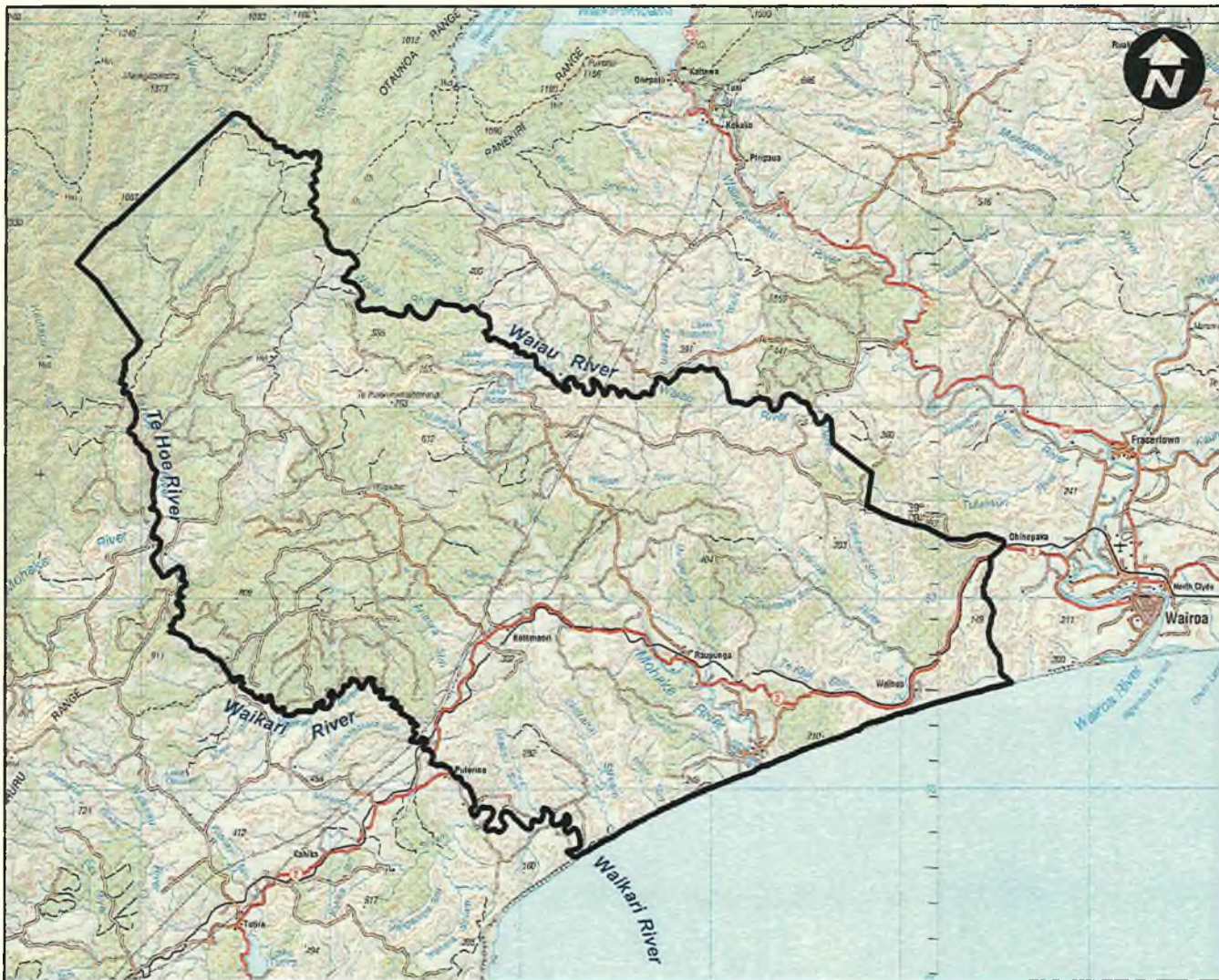


Ngāti Pāhauwera Core Area of Interest

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7 RFR AREA

7 RFR AREA



This plan is only for the purpose of the Right of First Refusal over Crown Land and to identify the area that Memorials will be removed from as referred to in the Deed of Settlement between the Crown and Ngāti Pāhauwera. It is not intended for any other purpose.

Certified that the boundary shown hereon is the same as that boundary agreed to for the purposes of the Right of First Refusal over Crown Land in the Deed of Settlement between the Crown and Ngāti Pāhauwera.

Approved as to boundaries:

.....
for Ngāti Pāhauwera

.....
for and on behalf of the Crown

Notes:

1. Right of First Refusal Area (RFR Area) boundary is bold black line.
2. If the majority of any parcel lying across the RFR Area Boundary falls within that Area then all of that parcel shall be deemed to be included.
3. Coordinates are in terms of New Zealand Transverse Mercator 2000 (NZTM).
4. All seaward boundaries follow the line of mean high water springs but cross the mouths of all rivers, inlets and estuaries except where otherwise shown.
5. For boundary detail refer to sheet 2.
6. Base mapping sourced from Land Information New Zealand data. Crown copyright reserved.

Land District: Hawke's Bay,
South Auckland
and Gisborne

**Ngāti Pāhauwera
Right of First Refusal Area**

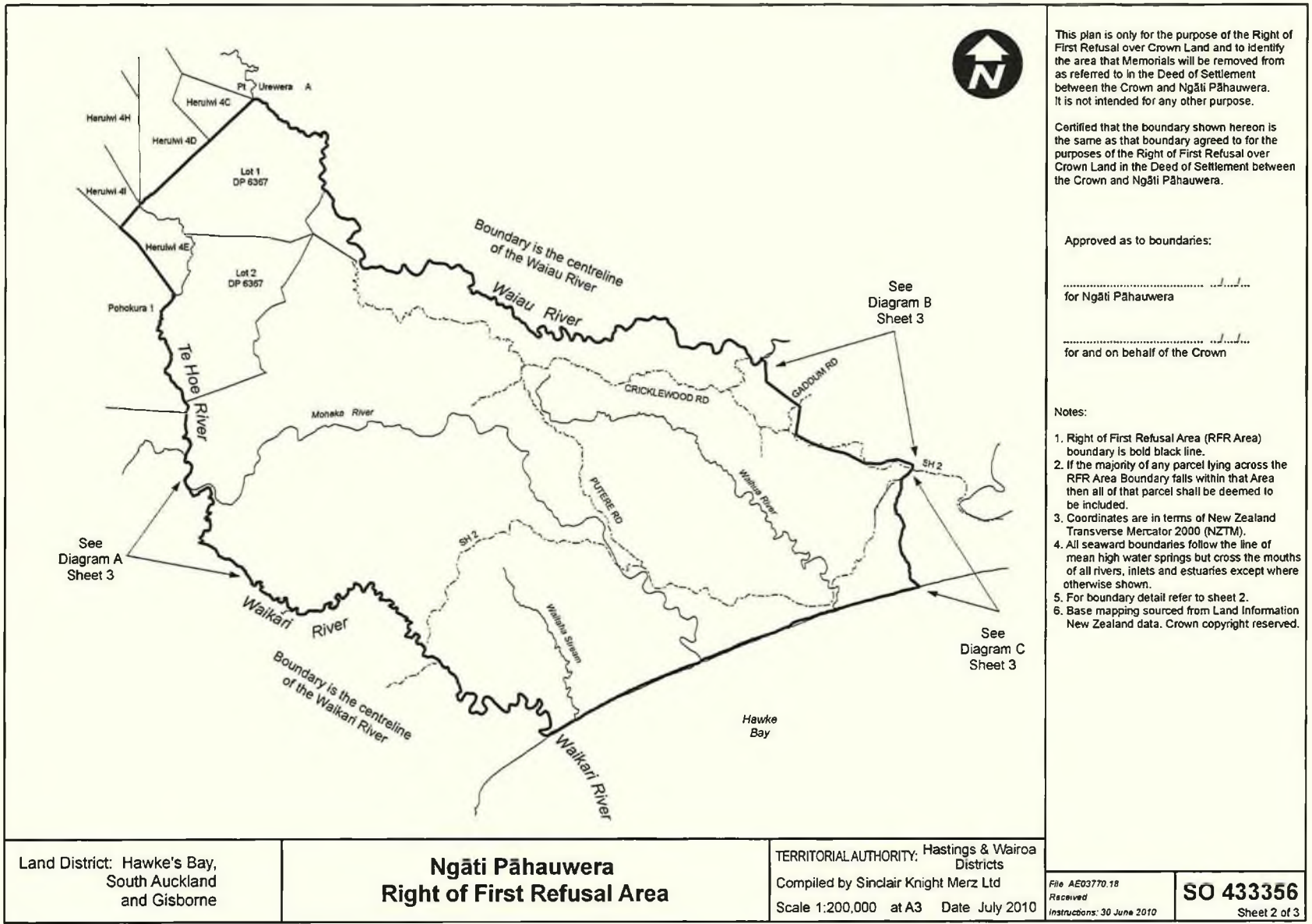
TERRITORIAL AUTHORITY: Hastings & Wairoa
Districts
Compiled by Sinclair Knight Merz Ltd
Scale 1:200,000 at A3 Date July 2010

File AE03770.18
Received
Instructions: 30 June 2010

SO 433356
Sheet 1 of 3

NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE
7 RFR AREA

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This plan is only for the purpose of the Right of First Refusal over Crown Land and to identify the area that Memorials will be removed from as referred to in the Deed of Settlement between the Crown and Ngāti Pāhauwera. It is not intended for any other purpose.

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Approved as to boundaries:

 for Ngāti Pāhauwera

 for and on behalf of the Crown

- Notes:
1. Right of First Refusal Area (RFR Area) boundary is bold black line.
 2. If the majority of any parcel lying across the RFR Area Boundary falls within that Area then all of that parcel shall be deemed to be included.
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 5. For boundary detail refer to sheet 2.
 6. Base mapping sourced from Land Information New Zealand data. Crown copyright reserved.

Land District: Hawke's Bay,
 South Auckland
 and Gisborne

**Ngāti Pāhauwera
 Right of First Refusal Area**

TERRITORIAL AUTHORITY: Hastings & Wairoa
 Districts
 Compiled by Sinclair Knight Merz Ltd
 Scale 1:200,000 at A3 Date July 2010

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 Received
 Instructions: 30 June 2010

SO 433356
 Sheet 2 of 3

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Diagram B
Not to scale

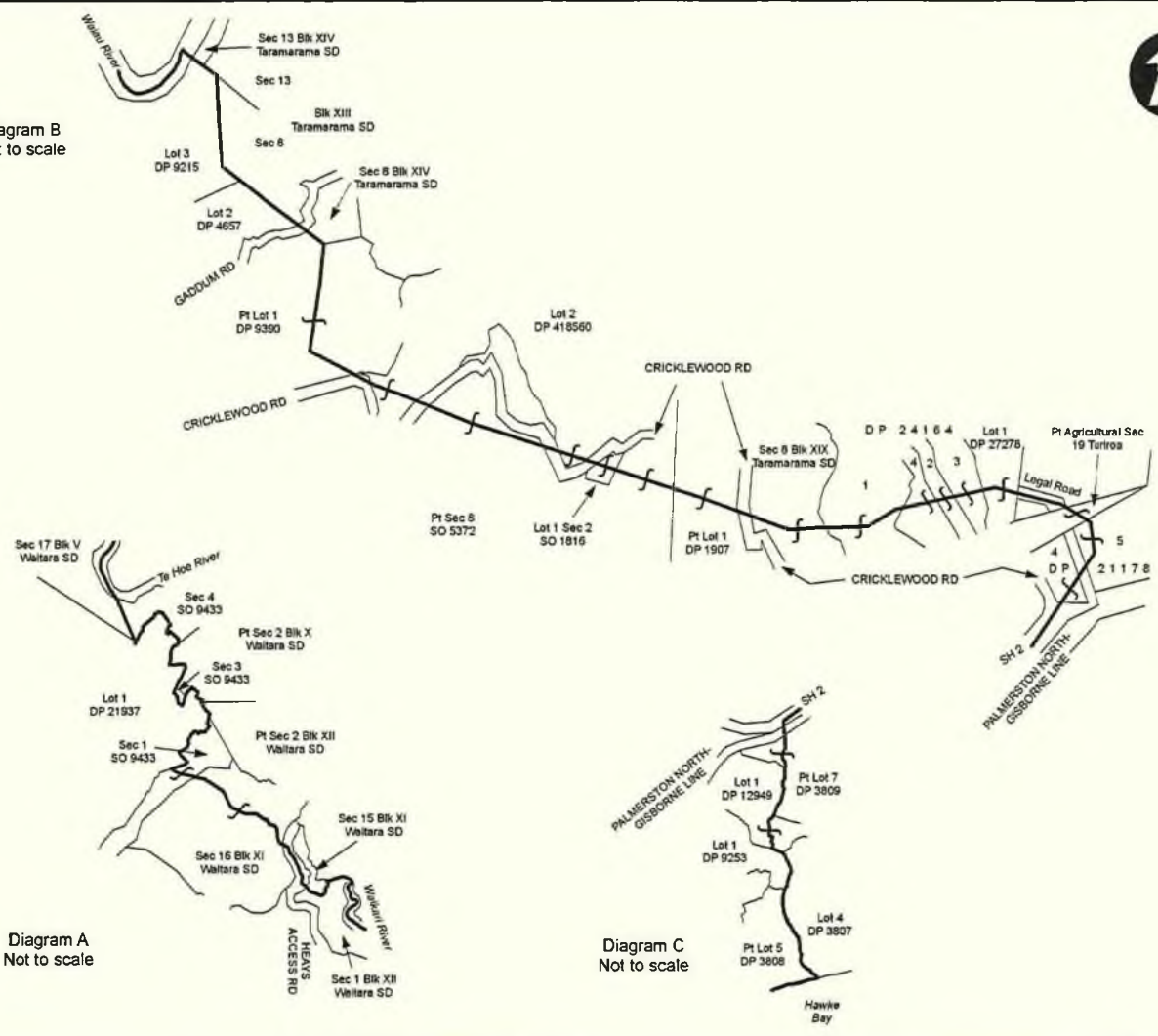


Diagram A
Not to scale

Diagram C
Not to scale

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Approved as to boundaries:

.....
for Ngāti Pāhauwera

.....
for and on behalf of the Crown

Notes:

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7 RFR AREA

NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

Land District: Hawke's Bay,
South Auckland
and Gisborne

**Ngāti Pāhauwera
Right of First Refusal Area**

TERRITORIAL AUTHORITY: Hastings & Wairoa
Districts
Compiled by Sinclair Knight Merz Ltd
Scale Not to Scale Date July 2010

File AE03770.18
Received
Instructions: 30 June 2010

SO 433356
Sheet 3 of 3

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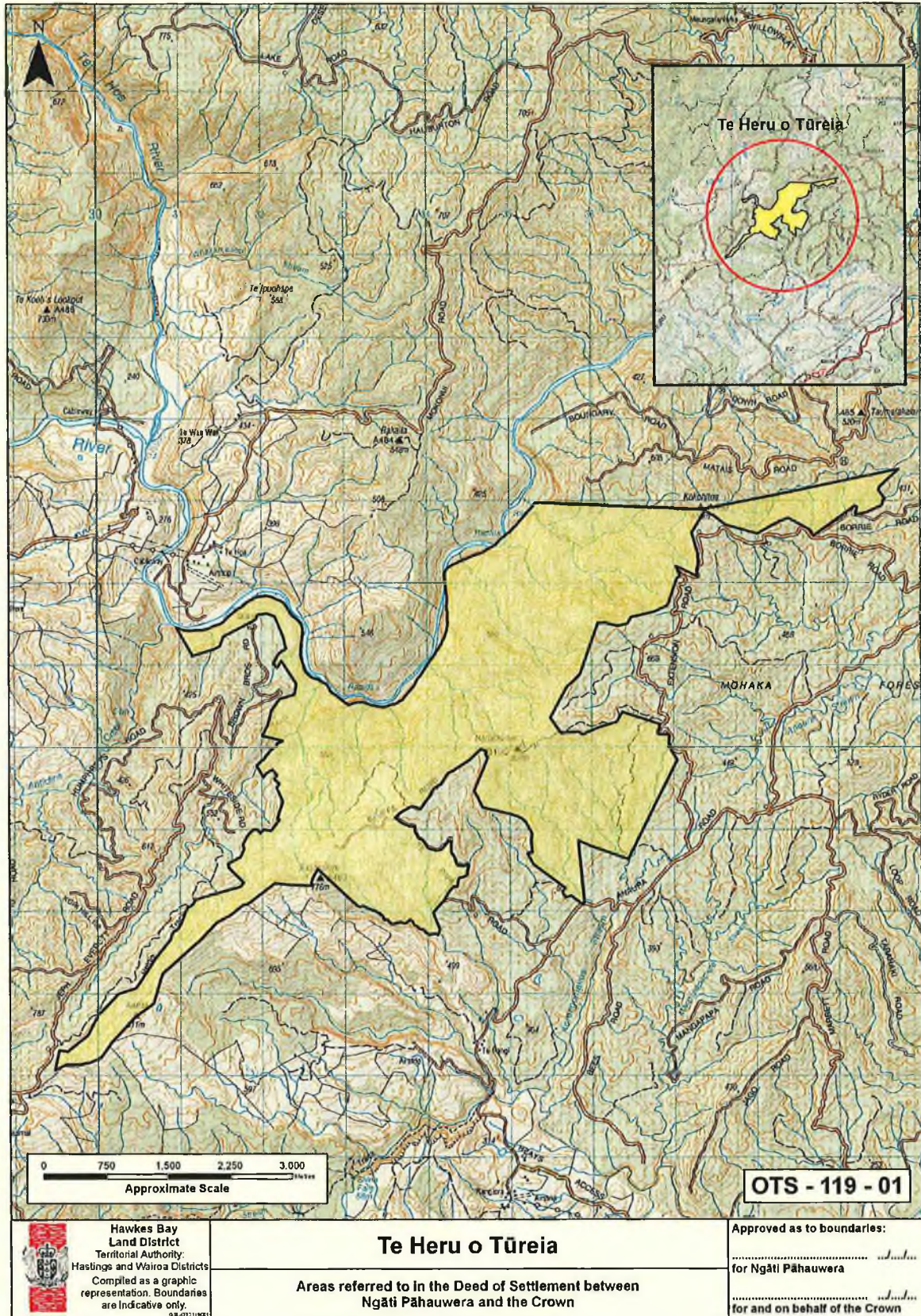
8 DEED PLANS

8 DEED PLANS

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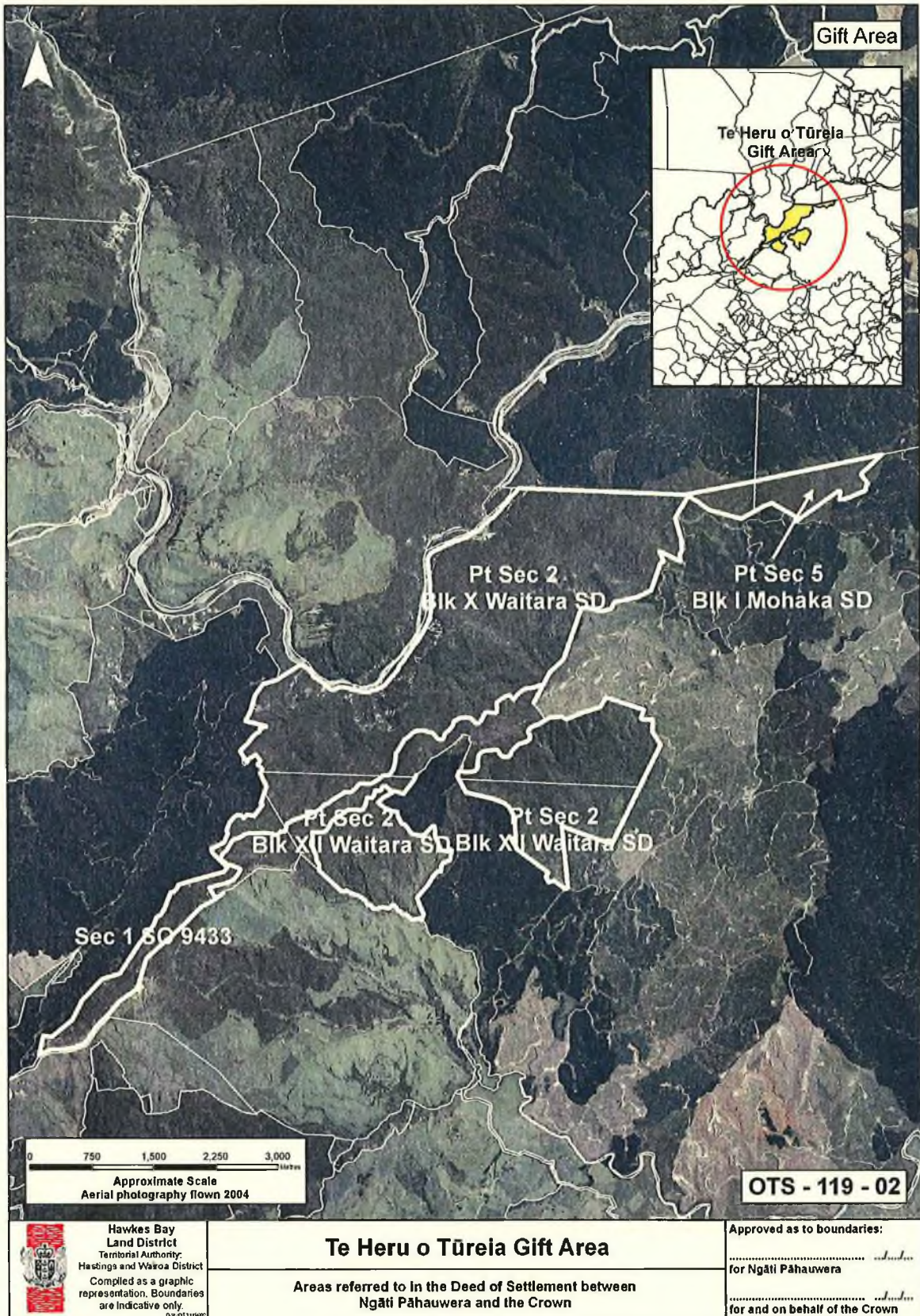
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8 DEED PLANS



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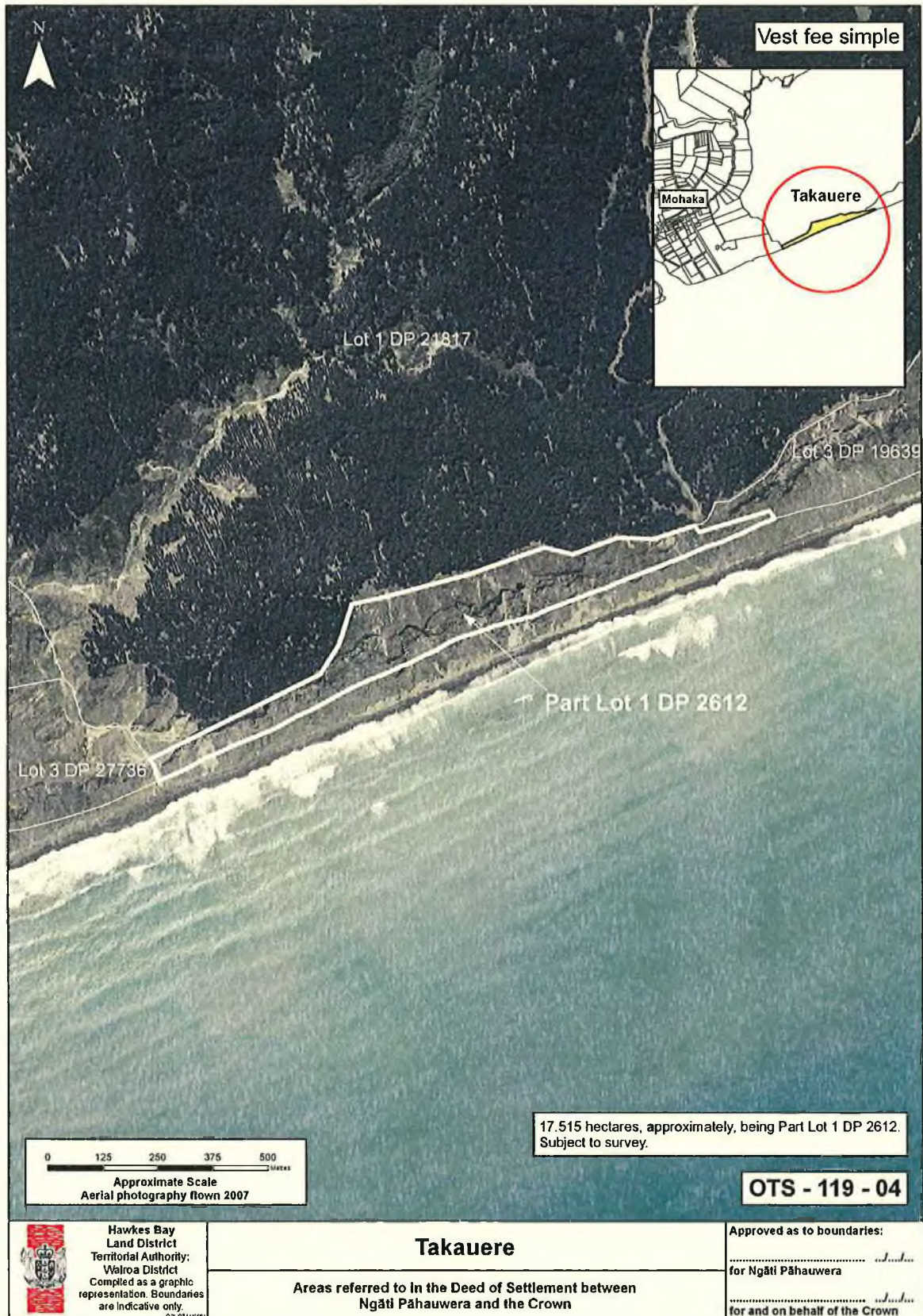
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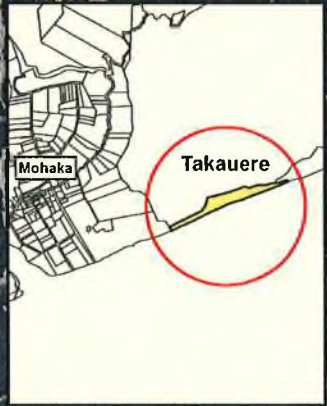
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NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

8 DEED PLANS



Vest fee simple



Lot 1 DP 21817

Lot 3 DP 19639


Part Lot 1 DP 2612

Lot 3 DP 27736

17.515 hectares, approximately, being Part Lot 1 DP 2612.
Subject to survey.



OTS - 119 - 04

 Hawkes Bay
Land District
Territorial Authority:
Waioa District
Compiled as a graphic
representation. Boundaries
are indicative only.

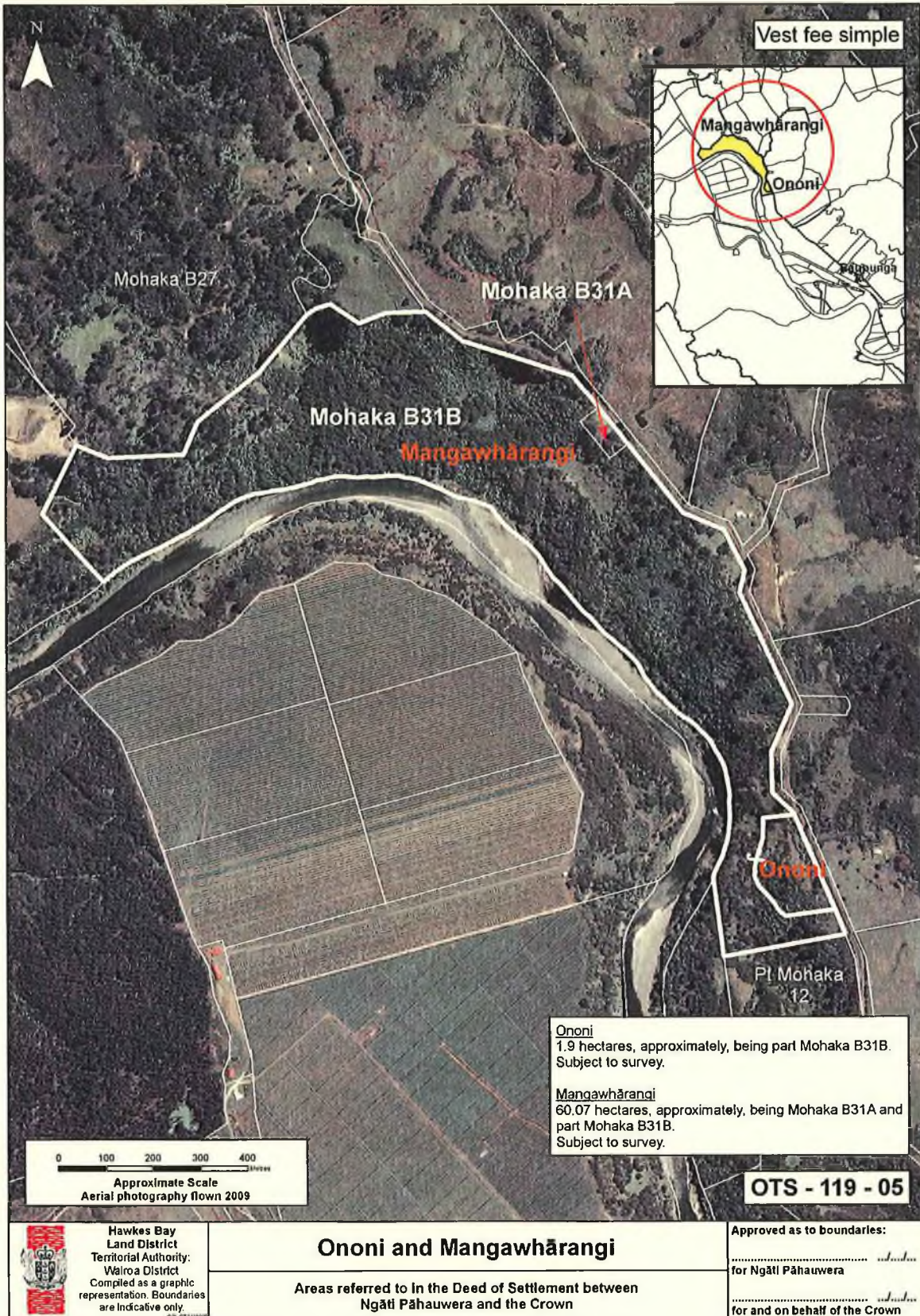
Takauere

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

Approved as to boundaries:
.....
for Ngāti Pāhauwera
.....
for and on behalf of the Crown

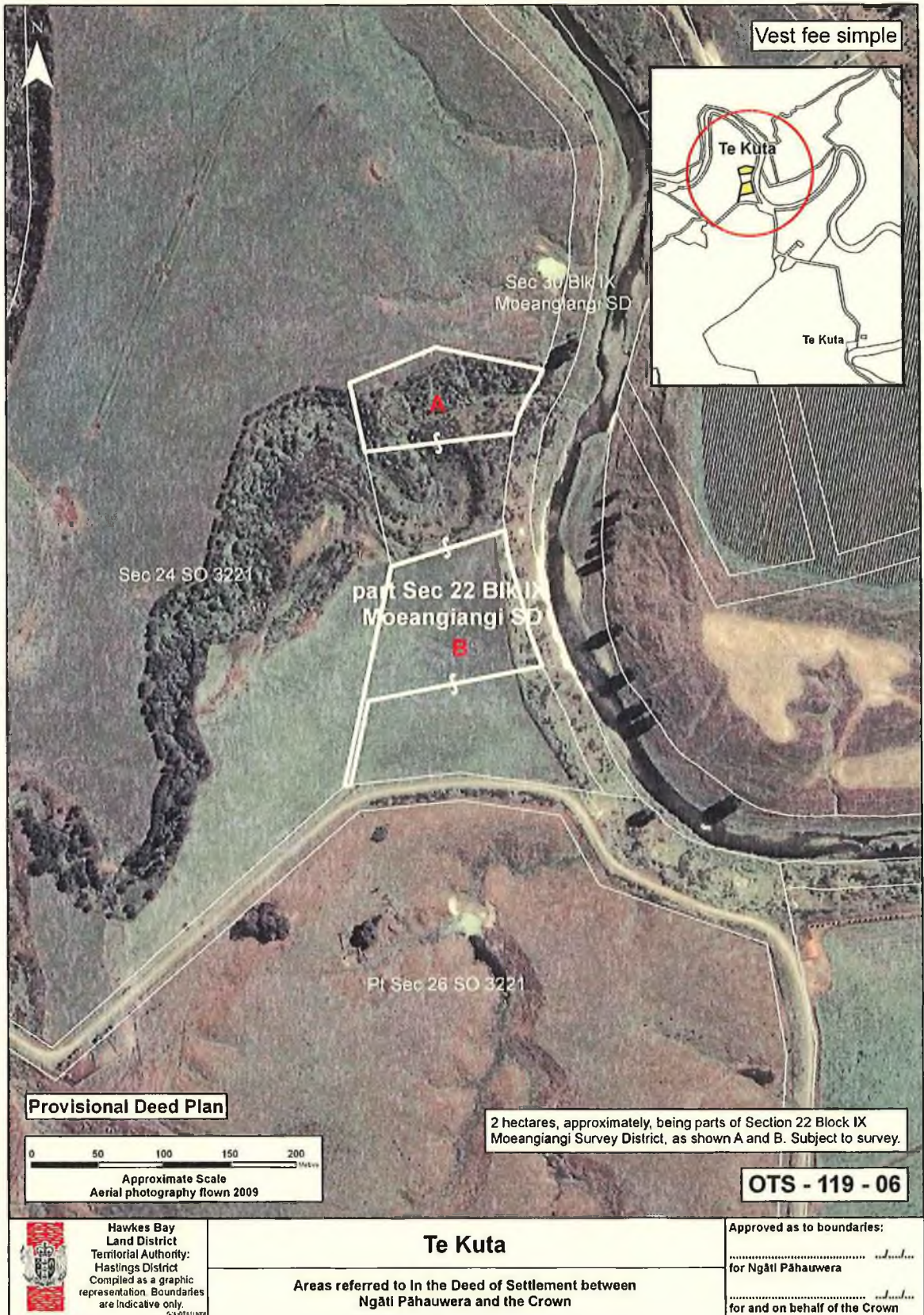

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8 DEED PLANS

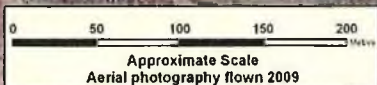


NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

8 DEED PLANS

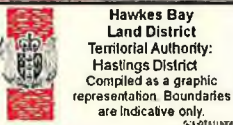


Provisional Deed Plan



2 hectares, approximately, being parts of Section 22 Block IX Moeangiangi Survey District, as shown A and B. Subject to survey.

OTS - 119 - 06



Te Kuta

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

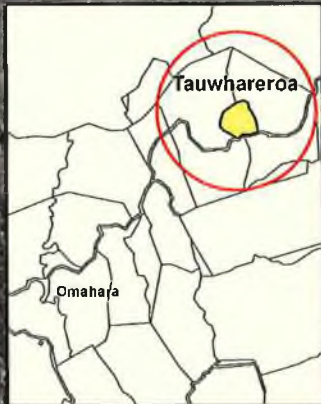
Approved as to boundaries:
.....
for Ngāti Pāhauwera
.....
for and on behalf of the Crown

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127

8 DEED PLANS



Vest fee simple



Mohaka B10

Mohaka B11

Mohaka B15

0 25 50 75 100
 Approximate Scale
 Aerial photography flown 2009

8.9720 hectares, more or less being Mohaka B15

OTS - 119 - 07



Hawkes Bay
 Land District
 Territorial Authority:
 Wairoa District
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 are indicative only.

Tauwhareroa

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

Approved as to boundaries:

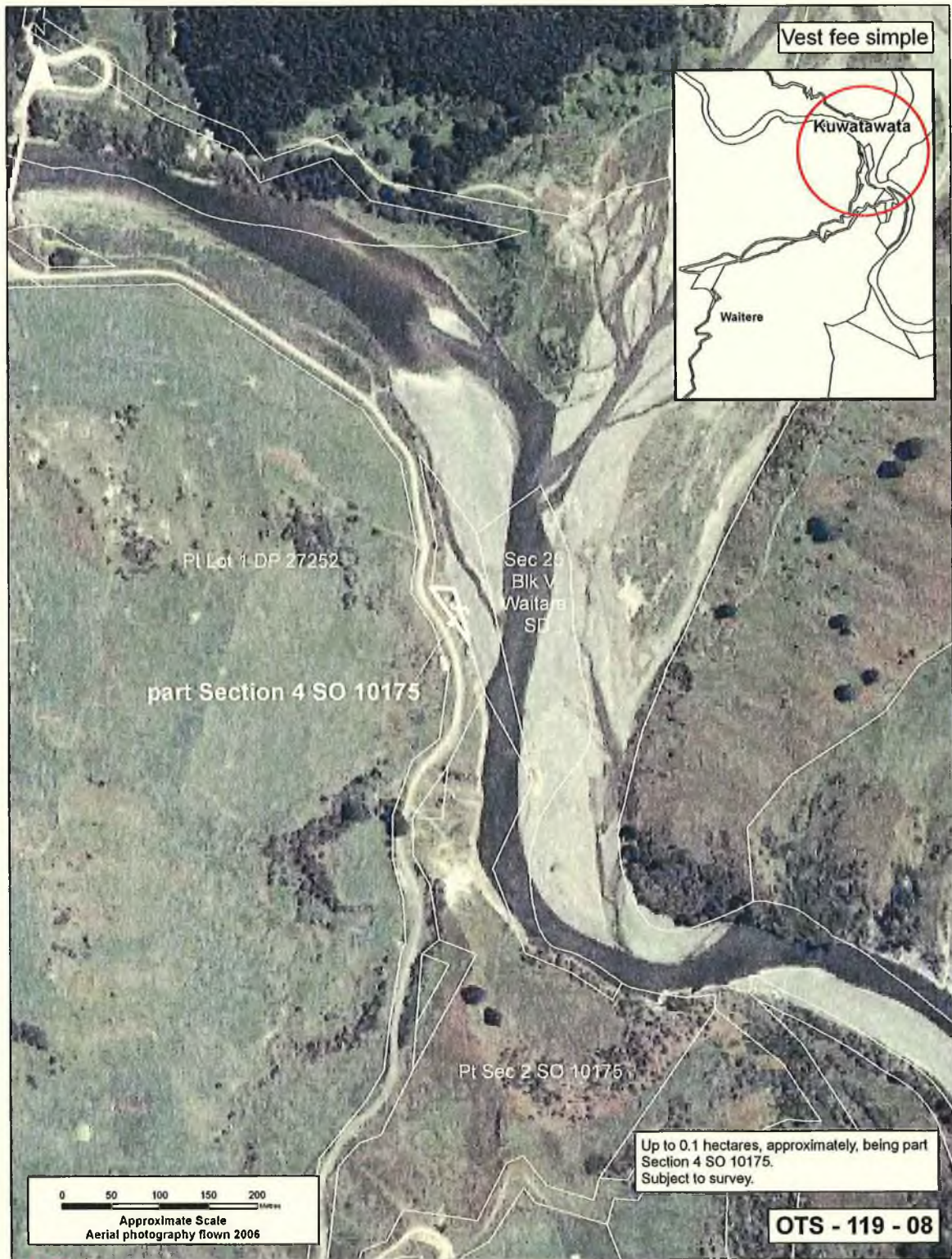
.....
 for Ngāti Pāhauwera


.....
 for and on behalf of the Crown

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NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

8 DEED PLANS



 Hawkes Bay
Land District
Territorial Authority:
Hastings District
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are indicative only.

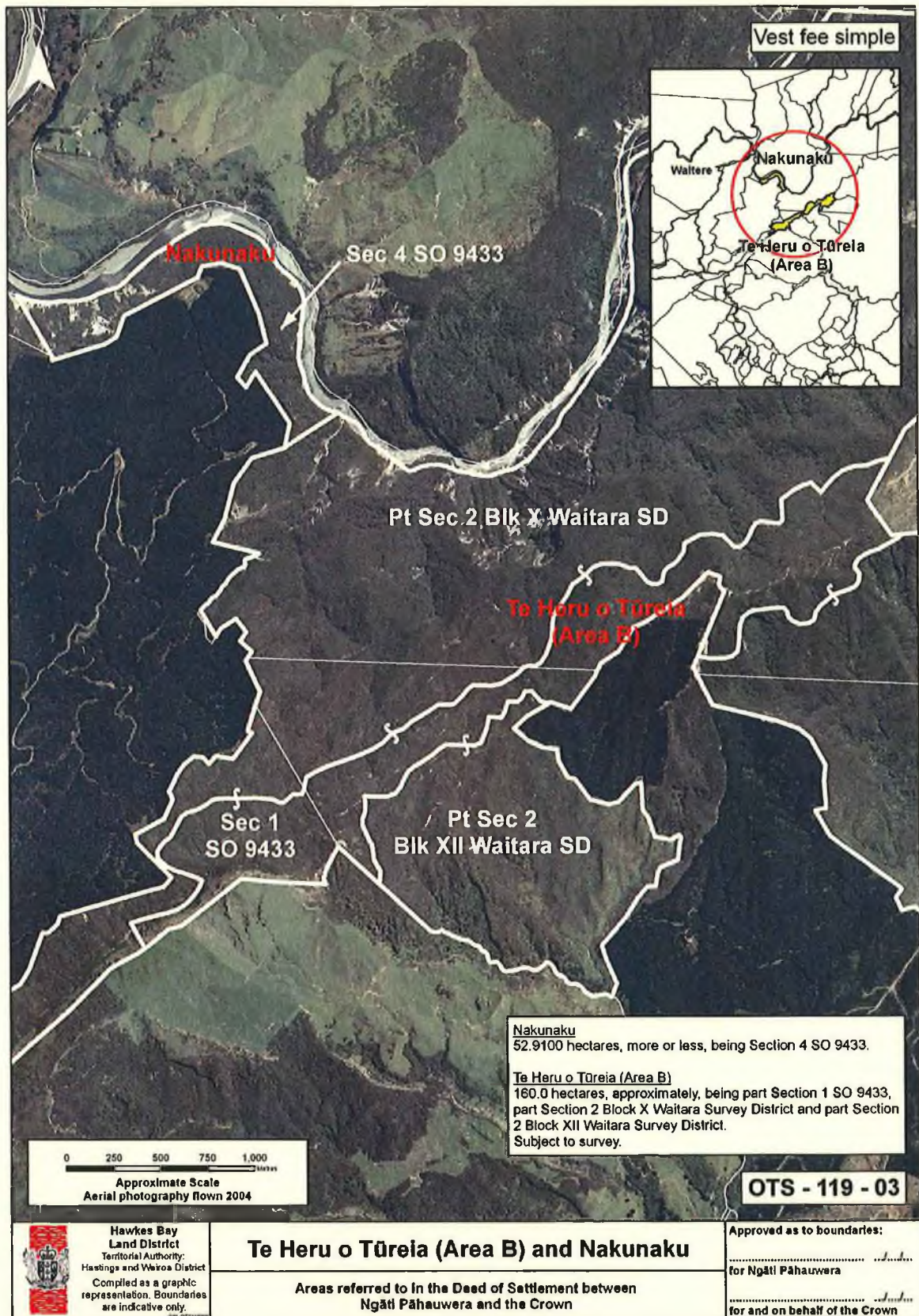
Kuwatawata

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

Approved as to boundaries:
.....
for Ngāti Pāhauwera
.....
for and on behalf of the Crown


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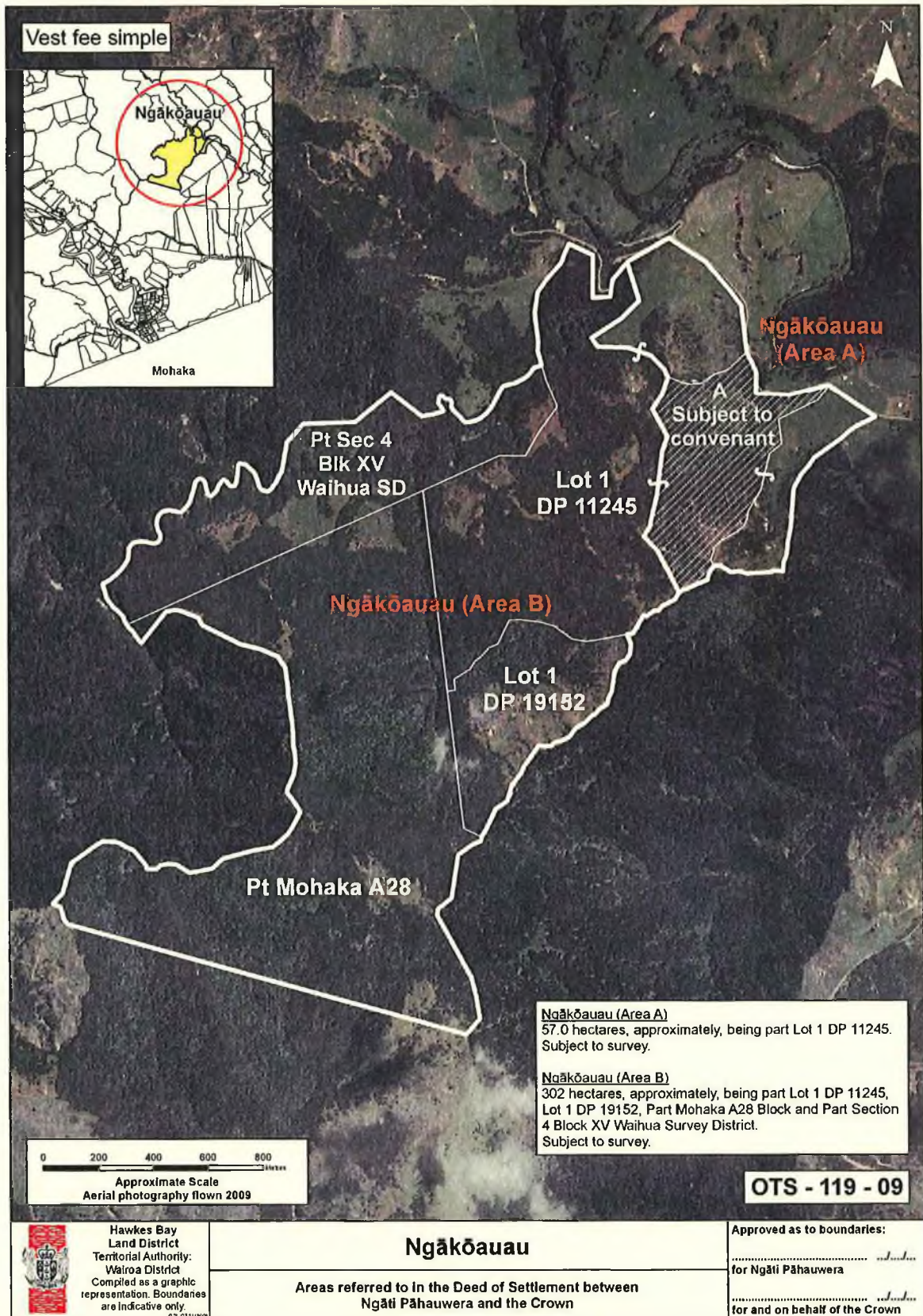
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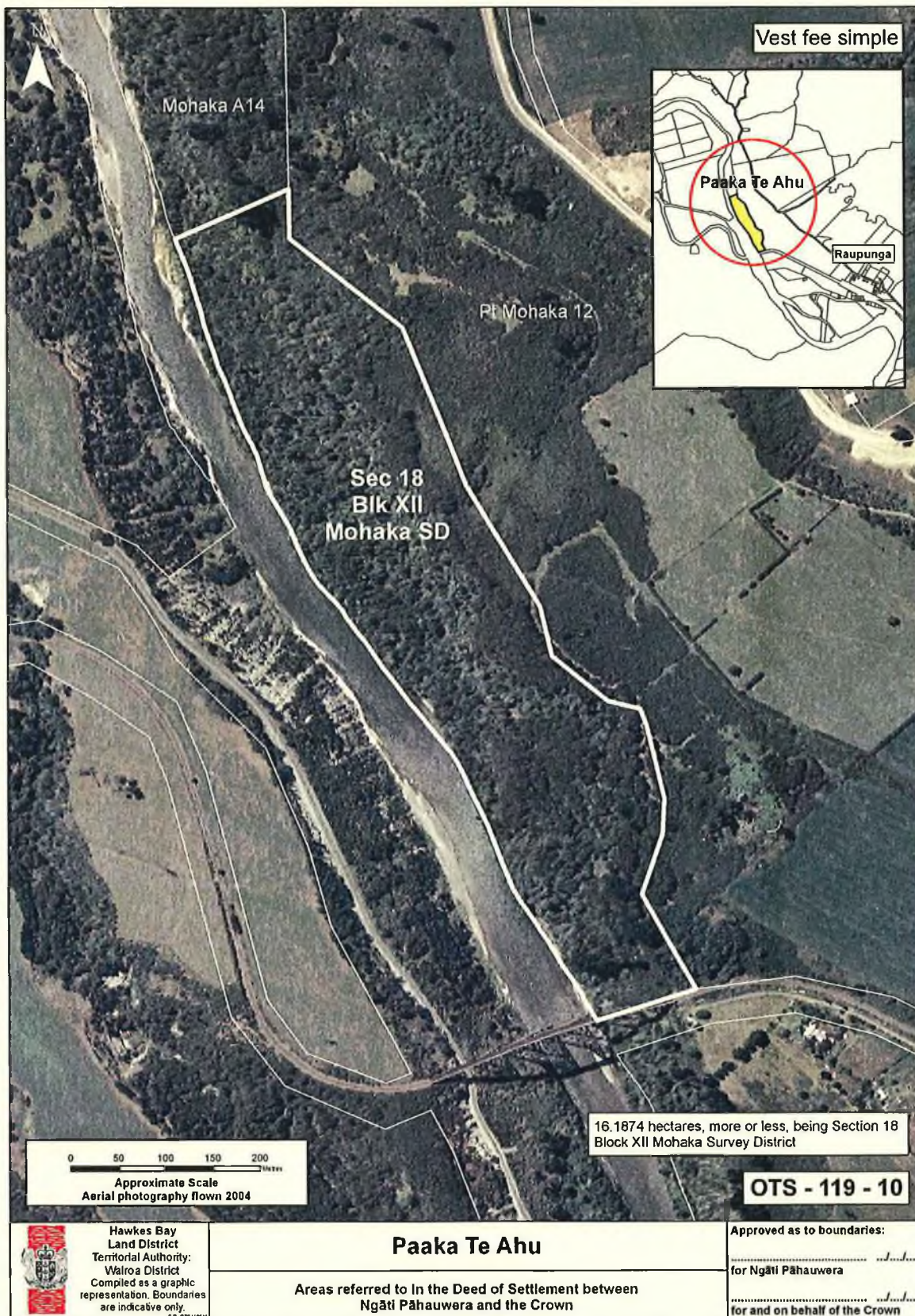
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8 DEED PLANS



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13

8 DEED PLANS



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132

8 DEED PLANS



Gisborne
Land District
Territorial Authority:
Waioa District
Compiled as a graphic
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are indicative only.

Bed of Lake Rotongaio

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

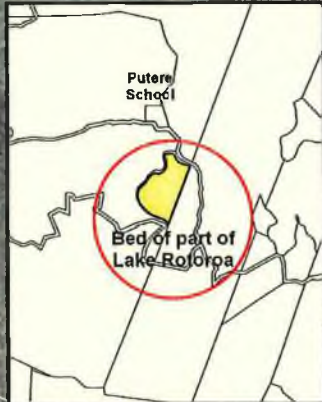
Approved as to boundaries:
.....
for Ngāti Pāhauwera
.....
for and on behalf of the Crown

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133

8 DEED PLANS



Vest fee simple



Pl Sec 3 Bk XVIII
Waiatu SD

Marginal Strip


Bed of part of
Lake Rotoroa

Putere A11B2

10.76 hectares, approximately, as defined on SO 4774 excluding the marginal strip and Crown stratum. Subject to survey.

0 25 50 75 100
Approximate Scale
Aerial photography flown 2009

OTS - 119 - 12

 Gisborne
Land District
Territorial Authority:
Waioa District
Compiled as a graphic
representation. Boundaries
are indicative only. 024 2131461

Bed of part of Lake Rotoroa

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

Approved as to boundaries:
.....
for Ngāti Pāhauwera
.....
for and on behalf of the Crown


134

NGĀTI PĀHAUWERA DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

8 DEED PLANS



Vest fee simple



0 150 300 450 600
 Approximate Scale
 Aerial photography flown 2009

108.6400 hectares, more or less, being Section 53
 Block VII Mohaka Survey District.

OTS - 119 - 13



Hawkes Bay
 Land District
 Territorial Authority:
 Wairoa District
 Compiled as a graphic
 representation. Boundaries
 are indicative only.

Tānga Kākāriki

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

Approved as to boundaries:

.....
 for Ngāti Pāhauwera

 for and on behalf of the Crown

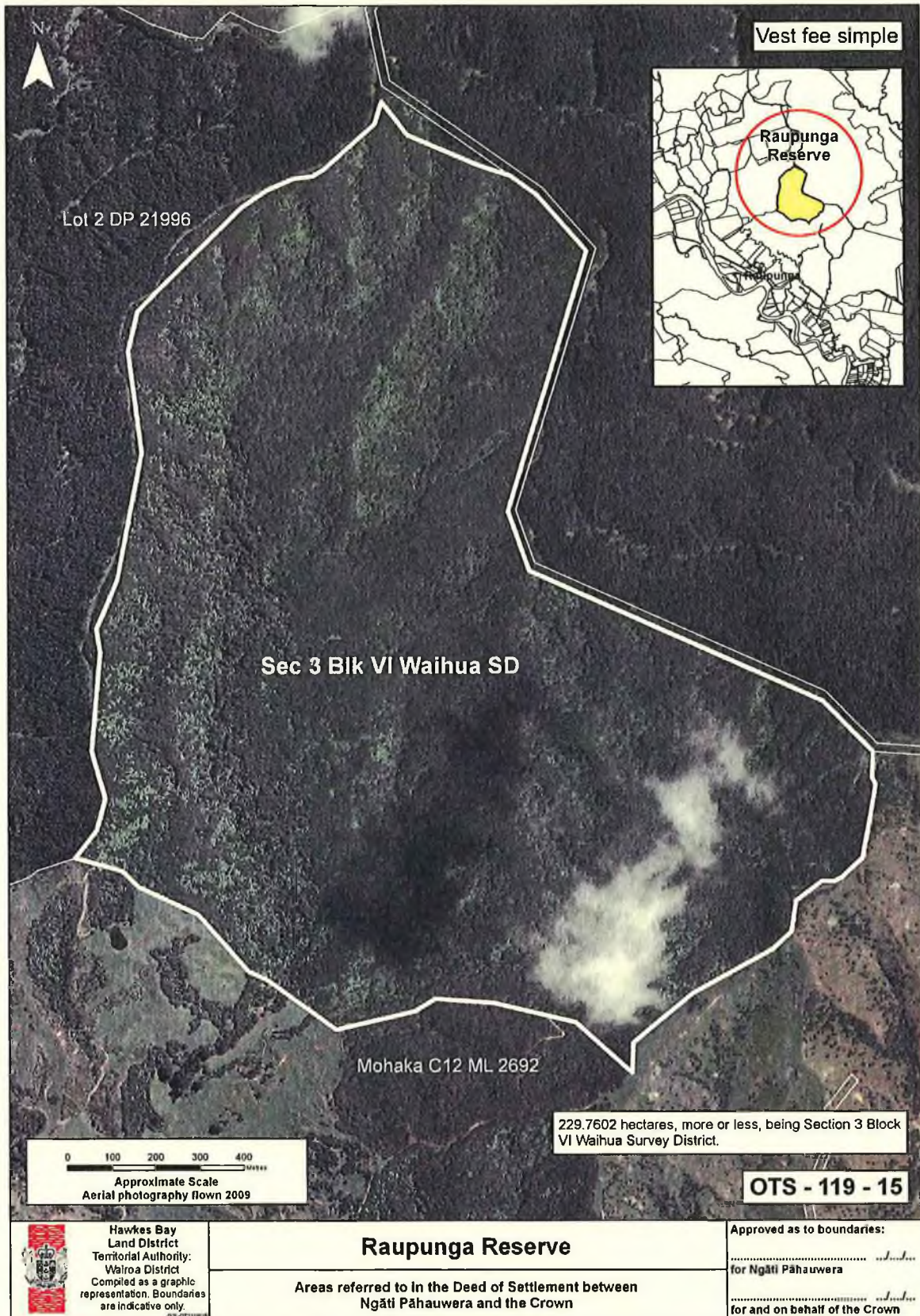
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 Hawkes Bay
Land District
Territorial Authority:
Wairoa District
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are indicative only.

Raupunga Reserve

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

Approved as to boundaries:
.....
for Ngāti Pāhauwera
.....
for and on behalf of the Crown


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9 DRAFT BILL

9 DRAFT BILL

Draft settlement Bill for attachment to signed deed of settlement

Ngāti Pāhauwera Treaty Claims Settlement Bill

Government Bill

Explanatory note

General policy statement

This Bill gives effect to the deed of settlement in which the Crown and Ngāti Pāhauwera agree to a final settlement of the Ngāti Pāhauwera historical claims.

Clause by clause analysis

Clause 1 is the Title clause.

Clause 2 provides for the commencement of the Bill.

Part 1

Preliminary matters

Part 1 contains preliminary provisions and provides for the settlement of the historical claims and related matters.

Subpart 1—Preliminary provisions and acknowledgements and apology

Clause 3 states the purpose of the Bill.

Clause 4 provides that the Bill binds the Crown.

Clause 5 provides an outline of the Bill.



Acknowledgements and apology

Clauses 6 to 9 relate to the acknowledgements made, and apology offered, by the Crown to Ngāti Pāhauwera and the acceptance of the apology by Ngāti Pāhauwera.

Subpart 2—Interpretation

Clause 10 relates to the interpretation of terms used in the Bill generally.

Clause 11 defines certain terms used in the Bill.

Clause 12 defines Ngāti Pāhauwera.

Clause 13 defines historical claims.

Subpart 3—Settlement of historical claims

*Historical claims settlement and jurisdiction of
courts, etc, removed*

Clause 14 settles the historical claims and provides that the settlement is final. It removes the jurisdiction of courts, tribunals, and other judicial bodies in respect of the historical claims, the deed of settlement, the Bill, and the settlement redress (but not in respect of the interpretation or implementation of the deed of settlement or the Bill).

*Consequential amendment to Treaty of Waitangi
Act 1975*

Clause 15 amends the Treaty of Waitangi Act 1975 to remove the jurisdiction of the Waitangi Tribunal as provided in *clause 16*.

Protections no longer apply

Clause 16 provides that certain enactments do not apply to specified land.

Clause 17 provides for the removal of existing memorials from the certificates of title or computer registers relating to the specified land.



Subpart 4—Other matters

Perpetuities

Clause 18 provides for an exception to the rule against perpetuities and any relevant provisions of the Perpetuities Act 1964 for the trustees and in respect of documents entered into by the Crown to give effect to the deed of settlement.

Timing of actions or matters

Clause 19 provides that actions or matters occurring under the Bill occur or take effect on the settlement date or as otherwise specified.

Access to deed of settlement

Clause 20 provides that the chief executive of the Ministry of Justice must make copies of the deed of settlement available for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington on any business day. The deed must also be made available free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

Part 2 **Cultural redress**

Part 2 provides for cultural redress.

Subpart 1—Te Heru o Tūreia

Subpart 1 (clauses 20 to 25) relates to the vesting of Te Heru o Tūreia in the trustees of the Ngāti Pāhauwera Tiaki Trust to hold on behalf of Ngāti Pāhauwera. *Clause 23* provides that immediately after the vesting of Te Heru o Tūreia under *clause 22*, the fee simple estate in Te Heru o Tūreia Gift Area then immediately vests in the Crown as a gift from Ngāti Pāhauwera to the people of New Zealand. Te Heru o Tūreia Gift Area is also declared to be a historic reserve and named Te Heru o Tūreia Historic Reserve. *Clause 24* provides that the vesting of Te Heru o Tūreia under *clauses 22 and 23* are subject to the trustees of the Ngāti Pāhauwera Tiaki Trust providing the Crown with a registrable covenant in relation to Te Heru o Tūreia (Area B). *Clause 25* provides that Nakunaku (an area within Te Heru o Tūreia) is declared to be a historic reserve.



Subpart 2—Vesting of other cultural redress properties

Subpart 2 (clauses 26 to 40) provides for the vesting of other cultural redress properties in the trustees of the Ngāti Pāhauwera Tiaki Trust and provides for the management regimes of some of the properties as follows:

- 3 vest in fee simple and are unencumbered:
- 6 vest in fee simple subject to conservation covenants or easements:
- 4 vest in fee simple to be administered as scenic reserves:
- 1 vests in fee simple to be administered as a local purpose reserve.

Subpart 3—General provisions relating to vesting of cultural redress properties

Subpart 3 (clauses 41 to 56) contains technical provisions to facilitate the vesting of the cultural redress properties and provisions relating to the reserve sites.

Subpart 4—Extraction of hāngi stones

Subpart 4 (clauses 57 to 60) contain provisions relating to the extraction of relevant hāngi stones.

Subpart 5—Redress relating to fisheries and resource management matters

Subpart 5 (clauses 61 to 64) provide for redress in relation to fisheries and resource management matters.

Clause 61 provides that if an application is made under section 201 of the Resource Management Act 1991 to amend, revoke, or replace the Water Conservation (Mohaka River) Order 2004 or to make any other water conservation order under section 214 of that Act in respect of the Mohaka River or its tributaries, the trustees of the Ngāti Pāhauwera Development Trust may nominate a specified number of persons as members of the special tribunal appointed by the Minister for the Environment under section 202 of that Act to hear and report on the application.

Clause 62 provides that the Minister of Fisheries must, on or before the settlement date appoint the trustees of the Ngāti Pāhauwera Development Trust as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 for the purposes of advising the Minister on the changes to current prohibition on the commercial taking of aquatic life from Mohaka River and changes to finfish restrictions and prohibitions that may affect the area known as the Wairoa Hard.

Clause 63 amends Policy 52 of the Hawke's Bay Regional Resource Management Plan prepared by the Hawke's Bay Regional Council to omit certain words from the heading of the policy to remove uncertainty about its application.

Clause 64 provides that the Hawke's Bay Regional Council, the Wairoa District Council and the Hastings District Council must forward to the trustees of the Ngāti Pāhauwera Development Trust a copy of all applications for resource consents in respect of activities within the catchment of the Mohaka River, Waikari River, or Waihua River.

Subpart 6—Statutory acknowledgement

Subpart 6 (clauses 65 to 78) contains the Crown's acknowledgement of the statements made by Ngāti Pāhauwera of their association with the relevant part of the Earthquake Slip Conservation Area. The purposes and limits of the statutory acknowledgement are defined.

Subpart 7—The Crown not prevented from providing similar redress

Subpart 7 (clause 79) provides that the Crown's provision of the statutory acknowledgement under *Subpart 6* does not prevent the Crown from doing anything that is consistent with that redress, including—

- providing, or agreeing to introduce legislation providing, the same or similar redress to a person other than Ngāti Pāhauwera or the trustees:
- disposing of land.

Part 3

Commercial redress

Part 3 (clauses 80 to 123) provides for commercial redress. It contains provisions relating to the transfer of the commercial redress properties and provides for, among other matters, the creation of a computer freehold register in relation to the properties, the right of access to protected sites on those properties, and for RFR redress.

Schedules

There are **4 schedules** that—

- list the hapū of Ngāti Pāhauwera (*Schedule 1*);
 - describe the relevant parts of Te Heru o Tūreia (*Schedule 2*);
 - describe the other cultural redress properties that vest in the Ngāti Pāhauwera Tiaki Trust (*Schedule 3*);
 - set out the requirements for giving notice in relation to the RFR properties (*Schedule 4*).
-



Hon Christopher Finlayson

Ngāti Pāhauwera Treaty Claims Settlement Bill

Government Bill

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Settlement Bill**

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Preamble

Background

- (1) The Treaty of Waitangi (Te Tiriti o Waitangi) was signed in 1840. The terms of the Treaty of Waitangi (Te Tiriti o Waitangi) in English and Māori are set out in Schedule 1 of the Treaty of Waitangi Act 1975:
- (2) Recitals (3) to (22) of this Preamble present, in summary form, the historical account set out in the deed of settlement entered into by Ngāti Pāhauwera and the Crown:

Background

- (3) The Ngāti Pāhauwera confederation of hapū descend from ancestors who maintained long occupation (noho tūturu/ahi-kā-roa) and established the take whenua (rights to the land) and exclusive and other customary rights, that have formed the basis of the Iwi tino rangatiratanga over the lands. Collectively Ngāti Pāhauwera exercised customary interests in northern Hawke's Bay. Their traditional boundary extended inland from the coast north of the Waihua River across to the Waiau River and followed its course to the headwaters in the Huiarau Ranges. From there the boundary extended across to Tātarakina (Te Haroto) and on to Puketītiri and from there across to Te Wai o Hinganga (Esk River) and followed its course to the sea.

Pre 1865 transactions

- (4) In 1851, the Crown sought to purchase land in the Hawke's Bay in response to growing settler interest. A Ngāti Pāhauwera chief, Paora Rerepu, heard Crown assurances about material benefits of land transactions and expressed a willingness to enter negotiations with the Crown.
- (5) The Crown acquired a large block of land between the Mohaka and Waikari rivers from Ngāti Pāhauwera in 1851. The Mohaka block included some of the more productive lands in the Ngāti Pāhauwera rohe. The price paid for the block reflected Crown policy to pay low prices for Māori land as a

contribution towards the cost of developing the new colony. It also reflected an anticipation that economic opportunities for Māori would soon flow from proximity to European settlement. However, these benefits did not materialise.

- (6) Despite the 87 500 acre Mohaka block including pā, kāinga, cultivation sites and important food gathering areas the Crown reserved only 100 acres at Te Heru o Tūreia for the future use of Ngāti Pāhauwera. Te Heru o Tūreia was of paramount importance as a kāinga, mahinga kai and the burial place of high-ranking Ngāti Pāhauwera ancestors, including Te Kahu o Te Rangi. The Crown nonetheless proceeded to acquire the reserve in 1859 from only a few of those involved in the original transaction.
- (7) The Mohaka transaction drew numerous petitions and other correspondence from Ngāti Pāhauwera in the late 19th and over the 20th century in relation to the purchase price, the sale of the reserve and boundary issues.
- (8) In 1864, the Crown purchased the 21 000 acre Waihua block in the northern part of the Ngāti Pāhauwera rohe. This transaction confirmed an alliance between the Crown and Ngāti Pāhauwera in the lead up to the outbreak of war. No reserves were made for Ngāti Pāhauwera as a group. The surveyed boundary of the Waihua block was not the same as the boundary agreed in the purchase deed. As a result an additional 1 152 acres was incorrectly included in the Waihua block. Although Ngāti Pāhauwera complained about this the Crown did not return the 1 152 acres or purchase the additional land from Ngāti Pāhauwera. Instead, the land was sold into private ownership.

War

- (9) Ngāti Pāhauwera gave political support and substantial military assistance to the Crown after war broke out on the East Coast in 1865. Following a limited military conflict between Crown forces and Pai Mārire in the Napier area in 1866, the Crown confiscated all Māori land between the Waikari and Esk rivers. This included lands in which Ngāti Pāhauwera held interests, even though they were not considered by the Crown to have been 'rebels'.

- (10) Ngāti Pāhauwera were amongst those who took up arms alongside the Crown to pursue Te Kooti and his forces after they escaped from the Chatham Islands in 1868. At that time, the Crown maintained ammunition reserves at Mohaka. The Crown ignored warnings of a possible attack on communities at Mohaka. In April 1869, Ngāti Pāhauwera pā and kāinga were attacked by Te Kooti's forces resulting in the killing of 56 Ngāti Pāhauwera a men, women, and children, the wounding and taking of others as prisoners, and the destruction and looting of crops, property and supplies. The survivors received little assistance from the Crown to aid their recovery and like other civilians received no compensation for their losses. The loss of their men, women, and children has been felt for generations by Ngāti Pāhauwera.

Native Land Court

- (11) The Native Land Court was established principally to speed up the alienation of Māori land to open up lands for settlement. The Court was to determine the owners of Māori land "according to native custom" and convert customary title into title derived from the Crown. In 1868, Ngāti Pāhauwera sought to secure title to much of their land to the north of the confiscation area. At this time around 120 000 acres between the valleys of the Mohaka and Waiau Rivers remained in Ngāti Pāhauwera possession.
- (12) Land rights under customary tenure were generally communal but the new land laws gave rights to individuals with no provision for title to be held by the tribe as a whole. The Court awarded the blocks to 10 owners each and registered others with interests on the title. For three of these blocks the names of hapū rather than individuals were registered. This did not fully comply with the Native Lands Act 1867. This legal irregularity meant those lands could not be sold immediately, but caused significant problems for Ngāti Pāhauwera. Title for these blocks was litigated throughout the 19th century and resolved only by the early 20th century.

Alienation

- (13) During the 1870s, Ngāti Pāhauwera suffered further land loss. By 1883, approximately half the land Ngāti Pāhauwera held at 1868 had been sold to private parties and the Crown. The

prices paid were low (between one and two shillings per acre) as the lands had limited value for agricultural or cultivation purposes. Pre-existing debts and charges for the survey of the blocks (which were necessary to acquire title) were deducted from the amount received by the vendors.

Landlessness

- (14) In 1907, the Royal Commission on Native Lands and Native-Land Tenure (the Stout-Ngata Commission) concluded that Ngāti Pāhauwera needed all their remaining land for their occupation and support. However, there was no legal barrier to prevent the Crown from continuing to purchase land. The Native Lands Act 1909 made private purchasing of Māori lands easier by providing a streamlined standard sale mechanism managed by Māori Land Boards. Despite the clear warning from the Stout-Ngata Commission, the Crown resumed purchasing land from Ngāti Pāhauwera in 1914 acquiring 18 631 acres by 1920 and another 5 381 acres over the following decade. Between 1911 and 1930, 7 507 acres of Ngāti Pāhauwera land was alienated to private purchasers with the consent of the Tairāwhiti Māori Land Board.
- (15) A consolidation scheme was introduced for the Mohaka, Waipapa, Waihua and Putere blocks in the late 1920s. Crown and individual interests in the blocks were converted into nominal cash values, and then into new subdivisions separating out Crown and Māori lands. The consolidation scheme was meant to increase the economic viability of remaining Māori landholdings, but was limited in its effectiveness. The Crown continued to acquire land while the consolidation scheme was underway. A number of Ngāti Pāhauwera owners were burdened with debts of more than £2,000, to pay for Crown interests incorporated into their new land blocks.
- (16) By 1930, approximately 25 000 acres remained in Ngāti Pāhauwera ownership. The Crown promoted a land development scheme on the Mohaka and Waipapa land blocks in 1930, with the aim of providing Ngāti Pāhauwera with the capital and agricultural training required to develop and operate dairy units on their remaining land. The Crown provided substantial loans for land development along with supervision by the Native Department. In return, the land

owners were required to surrender the right to exercise any rights of ownership.

- (17) The amount of land in Ngāti Pāhauwera ownership was insufficient to accommodate all those who wished to participate in the development scheme and only selected individuals were able to access any benefit. The success of the scheme was also hampered by the lack of suitable land for dairying. The early focus on the creation of subsistence level family based dairy farms did not allow for the exploration of other, possibly more appropriate, forms of land use. This was exacerbated by the sharp decline in dairy farming profits during the depression, and the reduction in the amounts of capital made available by the Crown in the 1940s. By 1950, only 30 dairy units remained in operation, with a few others converting to sheep.

Post-War Alienations

- (18) The post-war period saw further sales of land and by the end of the 20th century Māori retained approximately 13 400 acres or less within the Ngāti Pāhauwera blocks. Most of those lands were scattered parcels in multiple ownership, with large numbers of people holding small ownership interests. Fractionated ownership, disputes over titles, lack of access to land locked sections and rising rates greatly restricted the ability of landowners to derive full benefit from their holdings.
- (19) During the 20th century many people left the Mohaka district due to the lack of economic opportunities, the failure of many farms and the difficulty of fully utilising the lands remaining. The dispersal of people limited the opportunities for Ngāti Pāhauwera to transfer cultural knowledge from one generation to another through pakiwaitara and pūrākau, mahinga kai activity, whare wānanga, and social occasions.

Environment

- (20) The Crown has through legislation assumed regulatory control over resources and the environment. This limited opportunities for Ngāti Pāhauwera to develop and use those resources themselves. Over time the environment suffered from some degree of degradation and there has been a decline in species of importance to Ngāti Pāhauwera. Mahinga kai and rongoa gathering places of Ngāti Pāhauwera have been polluted or



lost. The loss of these resources also led to the loss of knowledge and ritual associated with them, including rongoa and crafts.

Socio-economic consequences

- (21) The lack of land and resources and the ensuing lack of an economic base have significantly contributed to the impoverishment of Ngāti Pāhauwera. As a group, Ngāti Pāhauwera who stayed in the rohe have had very limited employment opportunities, lower than average housing stock, educational outcomes and incomes, a reliance on income support, and high rates of unemployment. As compared to the national average fewer Ngāti Pāhauwera children have gained a high school qualification. Ngāti Pāhauwera suffered severely from newly-introduced European diseases and epidemics. The health of the resident population of Ngāti Pāhauwera remained very poor in contrast to national levels in the 20th century. In 2001, Māori living in the Mohaka/Raupunga area were assessed to be at the most deprived level on the New Zealand Deprivation Index.
- (22) The years of petitions and litigation about Crown actions and the inadequacies of the Crown's response have also taken a toll on Ngāti Pāhauwera, requiring time and resources which could have been directed towards developing Ngāti Pāhauwera. Ngāti Pāhauwera characterise their socio-economic experience as one of bleakness but assert the need for a fresh relationship with the Crown and hope for their future development.

The Parliament of New Zealand therefore enacts as follows:

- 1 Title**
This Act is the Ngāti Pāhauwera Treaty Claims Settlement Act **2010**.
- 2 Commencement**
This Act comes into force on the day after the date on which it receives the Royal assent.



Part 1 Preliminary matters

Subpart 1—Preliminary provisions and acknowledgements and apology

3 Purpose

The purpose of this Act is to give effect to certain provisions of the deed of settlement, which is a deed that settles the historical claims of Ngāti Pāhauwera.

4 Act binds the Crown

This Act binds the Crown.

5 Outline

- (1) This section is a guide to the overall scheme and effect of this Act, but does not affect the interpretation or application of the other provisions of this Act or the deed of settlement.
- (2) This Part—
 - (a) sets out the purpose of this Act and specifies that it binds the Crown; and
 - (b) defines terms used in this Act, including key terms such as Ngāti Pāhauwera and historical claims; and
 - (c) provides that the settlement of the historical claims is final; and
 - (d) provides for—
 - (i) the effect of the settlement on the jurisdiction of a court, tribunal, or other judicial body in respect of the historical claims; and
 - (ii) consequential amendments to the Treaty of Waitangi Act 1975; and
 - (iii) the effect of the settlement on certain memorials; and
 - (iv) the exclusion of the law against perpetuities, the timing of actions or matters provided for in this Act, and access to the deed of settlement.
- (3) **Part 2** provides for cultural redress, including—
 - (a) the vesting in the trustees of the Ngāti Pāhauwera Tiaki Trust of the fee simple estate in Te Heru o Tūreia to hold on behalf of Ngāti Pāhauwera and the immediate



- gifting of Te Heru o Tūreia Gift Area to the Crown to be administered as a historic reserve, the requirement for the Ngāti Pāhauwera Tiaki Trust to provide a registrable conservation covenant over Te Heru o Tūreia (Area B), and the declaration of Nakunaku (a site within Te Heru o Tūreia) as a historic reserve; and
- (b) the vesting in the trustees of the Ngāti Pāhauwera Tiaki Trust of the fee simple estate in other cultural redress properties; and
 - (c) the right to manage the extraction of relevant hāngi stones; and
 - (d) the right of the trustees of the Ngāti Pāhauwera Development Trust to nominate members to a special tribunal to hear and report on any application that proposes to amend, revoke, or replace the Water Conservation (Mohaka River) Conservation Order 2004 or make any other water conservation order under section 214 of the Resource Management Act 1991 in respect of the Mohaka River or its tributaries; and
 - (e) the requirement for the trustees of the Ngāti Pāhauwera Development Trust to be appointed as an advisory committee under section 21(1) of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 in relation to any proposed changes to the current prohibitions or restrictions on the commercial taking of aquatic life and finfish in the Mohaka River and the area known as the Wairoa Hard; and
 - (f) the requirement of certain local authorities to forward a copy of all applications for resource consents in respect of activities within the catchment of the Mohaka River, Waikari River, and Waihua River; and
 - (g) an acknowledgement by the Crown of the statement made by Ngāti Pāhauwera of their cultural, spiritual, historical, and traditional association with the relevant parts of the Earthquake Slip Conservation Area and the effect of that acknowledgement.
- (4) **Part 3** provides for commercial redress, including—
- (a) the transfer of the licensed land to the trustees; and



- (b) the creation of computer registers, and the effect of registration, in relation to the commercial redress properties; and
 - (c) the application of other enactments in relation to the transfer of commercial redress properties; and
 - (d) provisions for RFR redress.
- (5) There are **4 schedules** that—
- (a) list the hapū of Ngāti Pāhauwera;
 - (b) describe Te Heru o Tūreia that is vested in the trustees of the Ngāti Pāhauwera Tiaki Trust;
 - (c) describe the other cultural redress properties that are vested in the trustees of the Ngāti Pāhauwera Tiaki Trust;
 - (d) set out the requirements for giving notice in relation to the RFR properties.

Acknowledgements and apology

6 Acknowledgements and apology

Sections 7 to 9 record the acknowledgements and the apology offered by the Crown to Ngāti Pāhauwera, and the acceptance of the apology, as set out in the deed of settlement.

7 Acknowledgements by the Crown

The text of the acknowledgements made by the Crown, as set out in the deed of settlement, is as follows:

- (1) The Crown acknowledges its failure to deal in an appropriate way with grievances raised by successive generations of Ngāti Pāhauwera since 1851 and that recognition of these grievances is long overdue. The Crown also acknowledges the long tradition of Ngāti Pāhauwera loyalty to the Crown.
- (2) The Crown acknowledges that in acquiring the Mohaka and Waihua blocks in 1851 and 1864 it breached the Treaty of Waitangi (Te Tiriti o Waitangi) and its principles by—
 - (a) failing to ensure Ngāti Pāhauwera were able to reserve sites of particular significance and places of residence within the Crown purchase blocks; and
 - (b) acquiring Te Heru o Tūreia in 1859, the single 100-acre reserve set aside from the Mohaka transaction, despite it



being an important wahi tapu and site of paramount significance and the only land remaining to Ngāti Pāhauwera in the Mohaka block.

- (3) The Crown further acknowledges that—
 - (a) it did not provide leasing as an alternative to purchase when it acquired the Mohaka block;
 - (b) there was ambiguity in the 1851 deed about the precise boundaries of the Mohaka transaction;
 - (c) the boundaries of Te Heru o Tūreia were never surveyed before the Crown purchased it, and the transfer of the title was made by only 11 of the 297 signatories to the Mohaka transaction;
 - (d) the Crown paid a low price for the Mohaka block and Ngāti Pāhauwera did not receive the full, ongoing benefits from European settlement they were led to expect in accepting a low price.
- (4) The Crown acknowledges that its failure to fully investigate and rectify the wrongful inclusion of 1 152 acres of adjacent Ngāti Pāhauwera land in the Waihua block deprived Ngāti Pāhauwera of its valuable land and resources, and breached the Treaty of Waitangi (Te Tiriti o Waitangi) and its principles.
- (5) The Crown acknowledges that it failed to provide Ngāti Pāhauwera with protection against the known risk of attack in 1869 and provided only minimal assistance to help Ngāti Pāhauwera recover after the attack on their pā and kainga in the Mohaka Valley. The Crown acknowledges that the combined effect of these failures amounted to a breach of the Treaty of Waitangi (Te Tiriti o Waitangi) and its principles.
- (6) The Crown acknowledges that its confiscation of land in the Mohaka-Waikare confiscation district compulsorily extinguished any customary interests including those of Ngāti Pāhauwera in that district in breach of the Treaty of Waitangi (Te Tiriti o Waitangi) and its principles.
- (7) The Crown acknowledges that—
 - (a) the Crown breached the Treaty of Waitangi (Te Tiriti o Waitangi) and its principles by not providing until 1894 any means in the native land legislation for a form of collective title enabling Ngāti Pāhauwera to administer and utilise their lands;



- (b) Ngāti Pāhauwera were unable to effectively utilise the Waipapa, Waihua 1 and 2 and Whareraurakau blocks, awarded in the name of hapū in 1868, until the legal issues arising from the use of hapū rather than individual names in the titles were resolved in the late 19th century.
- (8) The Crown acknowledges that—
 - (a) by the time a corporate title option had become available, title to all Ngāti Pāhauwera lands, except three blocks, had been awarded to individual Ngāti Pāhauwera:
 - (b) the operation and impact of the native land laws, in particular the awarding of land to individual Ngāti Pāhauwera rather than to iwi or hapū, made those lands more susceptible to partition, fragmentation, and alienation. This contributed to the further erosion of the traditional tribal structures of Ngāti Pāhauwera which were based on collective tribal and hapū custodianship of land. The Crown failed to take steps to adequately protect those structures. This had a prejudicial effect on Ngāti Pāhauwera and was a breach of the Treaty of Waitangi (Te Tiriti o Waitangi) and its principles:
 - (c) these processes disturbed Ngāti Pāhauwera settlement patterns and contributed to the displacement of their people by the end of the 19th century.
- (9) The Crown acknowledges that—
 - (a) the Crown's ongoing programme of land purchasing in the 19th and early 20th centuries and private purchasing has left Ngāti Pāhauwera virtually landless:
 - (b) it failed to monitor the impact of land purchases on Ngāti Pāhauwera and, despite the clear implications of the Stout-Ngata Royal Commission's findings in 1907, proceeded to acquire large quantities of Ngāti Pāhauwera lands over the next two decades:
 - (c) its failure to ensure Ngāti Pāhauwera retained sufficient land for their present and future needs was a breach of the Treaty of Waitangi (Te Tiriti o Waitangi) and its principles.



- (10) The Crown acknowledges that over time its actions and omissions have seriously impaired the ability of Ngāti Pāhauwera to make appropriate use of their remaining lands and to fully participate in the economic development of the country.
- (11) The Crown acknowledges that it used the consolidation scheme to convert its own fragmented purchases of Ngāti Pāhauwera land interests into usable land blocks, and to obtain additional land for survey costs. The Crown further acknowledges that Ngāti Pāhauwera did not receive all the benefits they were led to expect from consolidation and the subsequent development schemes, and many owners effectively lost the opportunity to live on and use their land under the development schemes.
- (12) The Crown acknowledges—
- (a) the significance of the Mohaka, Waikari, and Waihua Rivers to Ngāti Pāhauwera as taonga and the mauri of their spiritual and material well-being;
 - (b) the importance to Ngāti Pāhauwera of these rivers as highways, and providers of mahinga kai and other resources important to Ngāti Pāhauwera for cultural and commercial reasons;
 - (c) that the environmental degradation of these rivers and the decline in species of importance to Ngāti Pāhauwera has been a source of distress to Ngāti Pāhauwera as is the detrimental impact of gravel extraction activities and access to hāngi stones.
- (13) The Crown acknowledges that it has failed to respect, provide for, and protect the special relationship of Ngāti Pāhauwera with their rivers.
- (14) The Crown acknowledges that Ngāti Pāhauwera have demonstrated their loyalty to the Crown over the generations and helped to meet the nation's defence obligations including service in two world wars. The Crown acknowledges the loss to Ngāti Pāhauwera of those who died in the service of their country in New Zealand and overseas.
- (15) The Crown acknowledges that—
- (a) Ngāti Pāhauwera expectations of an ongoing and mutually beneficial relationship with the Crown were not always realised:



- (b) the socio-economic impacts of settlement on Ngāti Pāhauwera continue to be felt:
- (c) in part as a result of Crown actions or omissions, Ngāti Pāhauwera have been deprived of opportunities for economic, social, and cultural development for too long and to the detriment of their material, cultural and spiritual well-being.

8 Apology

The text of the apology offered by the Crown, as set out in the deed of settlement, is as follows:

- (1) Ngāti Pāhauwera has a long tradition of providing support to, and seeking a positive relationship with, the Crown. The Crown profoundly regrets that it failed to provide adequate support to Ngāti Pāhauwera including before and after the attack at Mohaka in 1869.
- (2) The Crown is deeply sorry for its breaches of the Treaty of Waitangi (Te Tiriti o Waitangi) and its principles which left Ngāti Pāhauwera with insufficient land-holdings by 1883. The Crown profoundly regrets its ongoing failure to protect the remaining land-holdings of Ngāti Pāhauwera which has had devastating consequences for them—socially, economically, physically, culturally and spiritually— that continue to be felt today.
- (3) The Crown unreservedly apologises for not having honoured its obligations to Ngāti Pāhauwera under the Treaty of Waitangi (Te Tiriti o Waitangi) and through this settlement the Crown seeks to atone for its wrongs and to begin the process of healing. The Crown looks forward to building a relationship with Ngāti Pāhauwera, based on mutual trust and co-operation, founded on the Treaty of Waitangi (Te Tiriti o Waitangi) and its principles.

9 Acceptance of apology

The text of the acceptance of the apology, as set out in the deed of settlement, is as follows:

- (1) Ngāti Pāhauwera acknowledges that the Crown's apology represents its commitment to build a positive relationship

with Ngāti Pāhauwera and to honour its obligations under the Treaty of Waitangi (Te Tiriti o Waitangi), for the good of this and future generations. Accordingly, Ngāti Pāhauwera accept the apology offered by the Crown and also look forward to building a positive relationship with the Crown.

Subpart 2—Interpretation

10 Interpretation of Act generally

It is the intention of Parliament that the provisions of this Act are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

11 Interpretation

(1) In this Act, unless the context otherwise requires,—

administering body has the meaning given by section (1) of the Reserves Act 1977

affected person has the meaning given by section 2AA(2) of the Resource Management Act 1991

aquatic life has the meaning given by section 2(1) of the Conservation Act 1987

authorised person,—

- (a) in respect of a cultural redress property, has the meaning given in **section 43(7)**; and
- (b) in respect of a commercial redress property, has the meaning given in **section 83(5), 85(3), or 94(5)** (as the case may be)

business day means any day other than—

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, and Labour Day; and
- (b) a day in the period starting on 25 December in a year and ending with the close of 15 January in the following year; and
- (c) the day observed as the anniversary of the province of Wellington or Hawkes's Bay

commercial redress property means—

- (a) a commercial redress property for no consideration:
- (b) the licensed land:

(c) a valued commercial redress property

commercial redress property for no consideration means a property described in table A of Part 4 of the provisions schedule

Commissioner of Crown Lands has the same meaning as Commissioner in section 2 of the Land Act 1948

consent authority has the meaning given by section 2(1) of the Resource Management Act 1991

core area of interest means the area identified in Part 6 of the documents schedule

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

Crown body means any of the following:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004):
- (b) a State enterprise (as defined by section 2 of the State-Owned Enterprises Act 1986):
- (c) the New Zealand Railways Corporation:
- (d) a company or body that is wholly owned or controlled by any 1 or more of the following:
 - (i) the Crown:
 - (ii) a Crown entity:
 - (iii) a State enterprise:
 - (iv) the New Zealand Railways Corporation:
- (e) a subsidiary of, or a related company to, a company or body referred to in **paragraph (d)**

Crown forest land has the meaning given to it in section 2(1) of the Crown Forest Assets Act 1989

Crown forestry licence—

- (a) has the meaning given to it in section 2(1) of the Crown Forest Assets Act 1989; and
- (b) in relation to the licensed land, means the licence described in the third column of the table B of Part 4 of the provisions schedule

Crown forestry rental trust means the forestry rental trust referred to in section 34 of the Crown Forest Assets Act 1989

Crown forestry rental trust deed means the trust deed made on 30 April 1990 establishing the Crown forestry rental trust under section 34 of the Crown Forest Assets Act 1989

cultural redress property has the meaning given by **section 26**

deed of settlement and deed—

- (a) mean the deed of settlement dated 17 December 2010 and signed by—
 - (i) the Minister for Treaty of Waitangi Negotiations, the Honourable Christopher Finlayson, the Associate Minister of Māori Affairs, the Honourable Georgina Te Heuheu, and the Honourable Simon William English for the Crown; and
 - (ii) Kuki Green, Toro Waaka, Gerald Aranui, Sissiel Henderson, Charles Lambert, Tureiti Moxon, and Tania Hodges as trustees of the Ngāti Pāhauwera Development Trust and for Ngāti Pāhauwera; and
- (b) include—
 - (i) the schedules to the deed; and
 - (ii) any amendments to the deed or its schedules

Director-General means the Director-General of Conservation

documents schedule means the documents schedule of the deed of settlement

effective date means the date that is 6 months after the settlement date

encumbrance means a lease, a tenancy, a licence, a licence to occupy, an easement, a covenant, or other right or obligation affecting a property

Historic Places Trust means the New Zealand Historic Places Trust (Pouhere Taonga) continued by section 38 of the Historic Places Act 1993

historical claims has the meaning given to it in **section 13**

land holding agency means,—

- (a) in relation to commercial redress property for no consideration, the land holding agency specified for the



property in table A of Part 4 of the provisions schedule:

- (b) in relation to the licensed land, LINZ:
- (c) in relation to a valued commercial redress property, the land holding agency specified for the property in table C of Part 4 of the provisions schedule

licensed land—

- (a) means the land described table B of Part 4 of the provisions schedule; but
- (b) does not include—
 - (i) a tree growing, standing, or lying on that land; or
 - (ii) an improvement that has been acquired by a purchaser of the trees on that land; or
 - (iii) an improvement that has been made, after the acquisition of the trees on that land, by the purchaser or the licensee

licensee means the registered holder for the time being of the Crown forestry licence

licensor means the licensor for the time being of the Crown forestry licence

LINZ means Land Information New Zealand

local authority has the meaning given to it in section 5(1) of the Local Government Act 2002

member of Ngāti Pāhauwera means every individual referred to in **section 12(1)(a)**

Ngāti Pāhauwera Development Trust means the trust established by the Ngāti Pāhauwera Development Trust deed

Ngāti Pāhauwera Development Trust deed—

- (a) means the deed of trust establishing the Ngāti Pāhauwera Development Trust, dated 27 September 2008; and
- (b) includes—
 - (i) the schedules of and any attachments to the deed of trust; and
 - (ii) any amendments to the deed of trust or its schedules and attachments

Ngāti Pāhauwera Tiaki Trust means the trust established by the Ngāti Pāhauwera Tiaki Trust deed

Ngāti Pāhauwera Tiaki Trust deed—

- (a) means the deed of trust establishing the Ngāti Pāhauwera Tiaki Trust, dated 27 September 2008; and
- (b) includes—
 - (i) the schedules of and any attachments to the deed of trust; and
 - (ii) any amendments to the deed of trust or its schedules and attachments

provisions schedule means the provisions schedule of the deed of settlement

regional council has the meaning given by section 2(1) of the Resource Management Act 1991

Registrar-General means the Registrar-General of Land appointed under section 4 of the Land Transfer Act 1952

related company has the meaning given to it in section 2(3) of the Companies Act 1993

relevant consent authority means a consent authority of a region or district that contains, or is adjacent to, the statutory area

representative entity means—

- (a) the trustees; and
- (b) any person (including any trustee) acting for, or on behalf of,—
 - (i) the collective group referred to in **section 12(1)(a)**; or
 - (ii) 1 or more of the whānau, hāpu, or groups that together form the collective group referred to in **section 12(1)(a)**; or
 - (iii) 1 or more members of Ngāti Pāhauwera

resource consent has the meaning given to it in section 2(1) of the Resource Management Act 1991

RFR area means the area shown on SO 433356

settlement date means the date that is 20 business days after the date on which this Act comes into force

settlement document means a document entered into by the Crown to give effect to the deed of settlement

subsidiary has the meaning given to it in section 5 of the Companies Act 1993

trustees of the Ngāti Pāhauwera Development Trust and **trustees** mean the trustees from time to time of the Ngāti Pāhauwera Development Trust

trustees of the Ngāti Pāhauwera Tiaki Trust means the trustees from time to time of the Ngāti Pāhauwera Tiaki Trust

valued commercial redress property means a property described in table C of Part 4 of the provisions schedule.

- (2) In the definition of **Crown body** in **subsection (1)**, **controlled** means,—
- (a) in relation to a company, control of the composition of its board of directors; and
 - (b) in relation to another body, control of the composition of the group that would be its board of directors if the body was a company.

12 Meaning of Ngāti Pāhauwera

- (1) In this Act, **Ngāti Pāhauwera** means—
- (a) the collective group composed of individuals who descend from 1 or more Ngāti Pāhauwera ancestors and who are members of 1 or more of the Ngāti Pāhauwera hapū listed in **Schedule 1**; and
 - (b) every whānau, hapū, or group to the extent that is it composed of individuals referred to in **paragraph (a)**; and
 - (c) every individual referred to in **paragraph (a)**.
- (2) In this section, **Ngāti Pāhauwera ancestor** means a recognised ancestor of any of the Ngāti Pāhauwera hāpu who exercised the customary rights predominantly in relation to the core area of interest at any time after 6 February 1840.
- (3) For the purposes of **subsection (1)(a)**, a person is descended from another person if descended from that other person by—
- (a) birth; or
 - (b) legal adoption.
- (4) In this section, **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including—
- (a) rights to occupy land; and

- (b) rights in relation to the use of land or other natural or physical resources.

13 Meaning of historical claims

- (1) In this Act, **historical claims** means every claim (whether or not a claim has arisen or been considered, researched, registered, notified, or made by or before the settlement date) that Ngāti Pāhauwera (or a representative entity) had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that—
 - (a) is, or is founded on, a right arising—
 - (i) from the Treaty of Waitangi (Te Tiriti o Waitangi) or its principles; or
 - (ii) under legislation; or
 - (iii) at common law (including aboriginal title or customary law); or
 - (iv) from fiduciary duty; or
 - (v) otherwise; and
 - (b) arises from, or relates to, acts or omissions before 21 September 1992—
 - (i) by, or on behalf of, the Crown; or
 - (ii) by or under legislation.
- (2) In this Act, **historical claims** includes every claim to the Waitangi Tribunal to which **subsection (1)** applies that relates exclusively to Ngāti Pāhauwera (or a representative entity), including—
 - (a) Wai 119—the Mohaka River and land claim; and
 - (b) Wai 430—the Rāwhiti Station claim; and
 - (c) Wai 436—the Ngāi Tane claim; and
 - (d) Wai 731—the Kupa whānau claim.
- (3) However, **historical claims** does not include the following:
 - (a) a claim that a member of Ngāti Pāhauwera, or a whānau, hapū, or group referred to in **section 12(1)** may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in **section 12**;
 - (b) a claim that a member of Ngāti Kapua Matotoru may have that is, or is founded on, a right arising as a result of being descended other than from Hinetunge;



- (c) a claim based on descent from Tahumatua II that a member of Marangatuhetaua (Ngāti Tu), Ngāi Tatara or Ngāti Kurumokihi or Ngāi Te Ruruku ki Tangoio may have that is, or is founded on, a right arising as a result of being descended from Tukapua I, Whakaari, Tataramoa, or Te Ruruku:
 - (d) a claim that a member of Ngāi Te Ruruku may have based on descent from Wharerakau or Te Hiku:
 - (e) a claim that a representative entity may have to the extent the claim is, or is founded on a claim referred to in **paragraph (a)**:
 - (f) an application under section 33 or Parts 3 and 4 of the Foreshore and Seabed Act 2004 or a provision in any enactment that with or without modification, replaces, or corresponds, to those provisions.
- (4) **Subsection (3)(f)** is to avoid doubt.

Subpart 3—Settlement of historical claims

Historical claims settled and jurisdiction of courts, etc, removed

14 Settlement of historical claims final

- (1) The historical claims are settled.
- (2) The settlement of the historical claims is final and, on and from the settlement date, the Crown is released and discharged from all obligations and liabilities in respect of those claims.
- (3) **Subsections (1) and (2)** do not limit the acknowledgements expressed in, or the provisions of, the deed of settlement.
- (4) Despite any other enactment or rule of law, on and from the settlement date, no court, tribunal, or other judicial body has jurisdiction (including, without limitation, the jurisdiction to inquire or further inquire into, or to make a finding or recommendation) in respect of—
 - (a) the historical claims; or
 - (b) the deed of settlement; or
 - (c) this Act; or
 - (d) the redress provided under the deed of settlement or this Act.



- (5) **Subsection (4)** does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of the deed of settlement or this Act.

*Consequential amendment to Treaty of Waitangi
Act 1975*

15 Amendment to Treaty of Waitangi Act 1975

- (1) This section amends the Treaty of Waitangi Act 1975.
- (2) Schedule 3 is amended by inserting the following item in its appropriate alphabetical order: “Ngāti Pāhauwera Treaty Claims Settlement Act **2010, section 14(4) and (5)**”.

Protections no longer apply

16 Certain enactments do not apply

- (1) The enactments listed in **subsection (2)** do not apply—
- (a) to land within the RFR area; or
 - (b) for the benefit of Ngāti Pāhauwera or a representative entity.
- (2) The enactments are—
- (a) sections 8A to 8HJ of the Treaty of Waitangi Act 1975;
 - (b) sections 27A to 27C of the State-Owned Enterprises Act 1986;
 - (c) sections 211 to 213 of the Education Act 1989;
 - (d) Part 3 of the Crown Forest Assets Act 1989;
 - (e) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990.

17 Removal of memorials

- (1) The chief executive of LINZ must issue to the Registrar-General a certificate that identifies (by reference to the relevant legal description, certificate of title, or computer register) each allotment that is—
- (a) solely within the RFR area; and
 - (b) contained in a certificate of title or computer register that has a memorial entered under any enactment referred to in **section 16(2)**.

- (2) The chief executive of LINZ must issue a certificate under **subsection (1)** as soon as is reasonably practicable after the settlement date.
- (3) Each certificate must state that it is issued under this section.
- (4) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under **subsection (1)**,—
 - (a) register the certificate against each certificate of title or computer register identified in the certificate; and
 - (b) cancel, in respect of each allotment identified in the certificate, each memorial that is entered (in accordance with any enactment referred to in **section 16(2)**) on a certificate of title or computer register identified in the certificate.

Subpart 4—Other matters

Perpetuities

18 Rule against perpetuities does not apply

- (1) The rule against perpetuities and the provisions of the Perpetuities Act 1964 do not—
 - (a) prescribe or restrict the period during which—
 - (i) the Ngāti Pāhauwera Development Trust and the Ngāti Pāhauwera Tiaki Trust may exist in law; or
 - (ii) the trustees of the Ngāti Pāhauwera Development Trust and the trustees of the Ngāti Pāhauwera Tiaki Trust, in their capacity as trustees, may hold or deal with property (including income derived from property); or
 - (b) apply to a settlement document if the application of that rule or the provisions of that Act would otherwise make the document, or a right conferred by the document, invalid or ineffective.
- (2) However, if the Ngāti Pāhauwera Development Trust or the Ngāti Pāhauwera Tiaki Trust is, or becomes, a charitable trust, the application (if any) of the rule against perpetuities or any provision of the Perpetuities Act 1964 to either trust must be determined under the general law.



*Timing of actions or matters***19 Timing of actions or matters**

- (1) Actions or matters occurring under this Act occur or take effect on and from the settlement date.
- (2) However, if a provision of this Act requires an action or matter to occur or take effect on a date other than the settlement date, that action or matter occurs or takes effect on and from that other date.

*Access to deed of settlement***20 Access to deed of settlement**

The chief executive of the Ministry of Justice must make copies of the deed of settlement available—

- (a) for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington during the period of 9 am to 5 pm on any business day; and
- (b) free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

Part 2**Cultural redress**

Subpart 1—Te Heru o Tūreia

21 Interpretation

In this Act, **Te Heru o Tūreia**, **Te Heru o Tūreia (Area B)**, **Te Heru o Tūreia Gift Area**, and **Nakunaku** means the sites described by those names in **Schedule 2**.

22 Te Heru o Tūreia

- (1) Te Heru o Tūreia ceases to be a conservation area subject to the Conservation Act 1987.
- (2) The fee simple estate in Te Heru o Tūreia vests in the trustees of the Ngāti Pāhauwera Tiaki Trust to hold on behalf of Ngāti Pāhauwera.



23 Gifting of Te Heru o Tūreia Gift Area

- (1) After the vesting of Te Heru o Tūreia under **section 22(2)**, the fee simple estate in Te Heru o Tūreia Gift Area then immediately vests in the Crown as a gift from Ngāti Pāhauwera to the people of New Zealand.
- (2) Te Heru o Tūreia Gift Area is declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.
- (3) The reserve created under **subsection (2)** is named Te Heru o Tūreia Historic Reserve.
- (4) Despite the vestings under **section 22(2)** and **subsection (1)** of this section—
 - (a) any encumbrance that affected Te Heru o Tūreia Gift Area immediately before the settlement date continues to affect it as if the vestings had not occurred; and
 - (b) gift duty (under the Estate and Gift Duties Act 1968) is not payable on the gifting and vesting of Te Heru o Tūreia Gift Area in the Crown.
- (5) The vesting of Te Heru o Tūreia Gift Area is not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991.

24 Te Heru o Tūreia (Area B)

- (1) **Section 22** is subject to the trustees of the Ngāti Pāhauwera Tiaki Trust providing the Crown with a registrable covenant in relation to Te Heru o Tūreia (Area B) in the form set out in Part 3 of the documents schedule.
- (2) The covenant referred to in **subsection (1)** is to be treated as a conservation covenant for the purposes of—
 - (a) section 27 of the Conservation Act 1987; and
 - (b) section 77 of the Reserves Act 1977.
- (3) Despite the vesting of Te Heru o Tūreia under **section 22(2)**, the assets and fixtures associated with the kakabeak enclosures on Te Heru o Tūreia (Area B) do not vest with the land and remain the responsibility of the Department of Conservation.

25 Nakunaku

- (1) After the vesting of Te Heru o Tūreia under **section 22(2)**, Nakunaku is declared a reserve and classified as a historic reserve for the purposes specified in section 18(1) of the Reserves Act 1977.
- (2) The reserve created under **subsection (1)** is named Nakunaku Historic Reserve.

Subpart 2—Vesting of other cultural redress
properties**26 Interpretation**

- (1) In this Act, **cultural redress property**—
- (a) means any of the following sites, and each site means the land described by that name in **Schedule 3**
- Sites vested in fee simple*
- (i) Takauere:
- (ii) Ononi:
- (iii) Te Kuta:
- Sites vested in fee simple subject to conservation covenant*
- (iv) Tauwhareroa:
- (v) Kuwatawata:
- (vi) Ngākōauau (Area A):
- (vii) Paaka Te Ahu:
- (viii) bed of part of Lake Rotoroa:
- (ix) bed of Lake Rotongaio:
- Sites vested in fee simple to be administered as scenic reserve*
- (x) Mangawhārangī:
- (xi) Ngākōauau (Area B):
- (xii) Tānga Kākāriki:
- (xiii) Pūtere:
- Site vested in fee simple to be administered as local purpose reserve*
- (xiv) Raupunga Reserve
- (b) includes Te Heru o Tūreia (Area B) and Nakunaku.
- (2) In this Act and **Schedule 3**,—

Crown stratum, in relation to Lake Rotongaio or part of Lake Rotoroa, means that part of Lake Rotongaio and that part of part of Lake Rotoroa comprising the space occupied by water and the space occupied by air above the water

Lake Rotongaio means the bed of Lake Rotongaio and the Crown stratum above the bed

part of Lake Rotoroa means the bed of part of Lake Rotoroa and the Crown stratum above the bed

lakebeds means—

- (a) the bed of Lake Rotongaio; and
- (b) the bed of part of Lake Rotoroa

Minister means the Minister of Conservation

reserve site means each of the following cultural redress properties:

- (a) Nakunaku:
- (b) Mangawhārangi:
- (c) Ngākōauau (Area B):
- (d) Tānga Kākāriki:
- (e) Pūtere:
- (f) Raupunga Reserve.

Sites vested in fee simple

27 Takauere

- (1) Takauere (being Pittars Conservation Area) ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Takauere vests in the trustees of the Ngāti Pāhauwera Tiaki Trust.

28 Ononi

- (1) The reservation of Ononi (being part of Mangawharangi Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Ononi vests in the trustees of the Ngāti Pāhauwera Tiaki Trust.



29 Te Kuta

- (1) The reservation of Te Kuta as a local purpose (stock resting place) reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Te Kuta vests in the trustees of the Ngāti Pāhauwera Tiaki Trust.

*Sites vested in fee simple subject to conservation
covenant*

30 Tauwhareroa

- (1) The reservation of Tauwhareroa (being Rawhiti Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Tauwhareroa vests in the trustees of the Ngāti Pāhauwera Tiaki Trust.
- (3) **Subsections (1) and (2)** are subject to the trustees of the Ngāti Pāhauwera Tiaki Trust providing the Crown with a registrable covenant in relation to Tauwhareroa in the form set out in Part 3 of the documents schedule.
- (4) The covenant referred to in **subsection (3)** is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977.

31 Kuwatawata

- (1) Kuwatawata (being part of the Mohaka River Conservation Area) ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Kuwatawata vests in the trustees of the Ngāti Pāhauwera Tiaki Trust.
- (3) **Subsections (1) and (2)** are subject to the trustees of the Ngāti Pāhauwera Tiaki Trust providing the Crown with a registrable covenant in relation to Kuwatawata in the form set out in Part 3 of the documents schedule.
- (4) The covenant referred to in **subsection (3)** is to be treated as a conservation covenant for the purposes of—
 - (a) section 27 of the Conservation Act 1987; and
 - (b) section 77 of the Reserves Act 1977.



32 Ngākōauau (Area A)

- (1) Ngākōauau (Area A) (being part of Maulders Conservation Area) ceases to be a conservation area subject to the Conservation Act 1987.
- (2) The fee simple estate in Ngākōauau (Area A) vests in the trustees of the Ngāti Pāhauwera Tiaki Trust.
- (3) **Subsections (1) and (2)** are subject to the trustees of the Ngāti Pāhauwera Tiaki Trust providing the Crown with—
 - (a) a registrable right of way easement over the area shown as “B” on SO 431384 in the form set out in Part 5 of the documents schedule; and
 - (b) a registrable covenant in relation to that part of Ngākōauau (Area A) shown as “A”, “B”, “C”, and “D” on SO 431384 in the form set out in Part 3 of the documents schedule.
- (4) The covenant referred to in **subsection (3)** is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977.

33 Paaka Te Ahu

- (1) The reservation of Paaka Te Ahu (being Mohaka River Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Paaka Te Ahu vests in the trustees of the Ngāti Pāhauwera Tiaki Trust.
- (3) **Subsection (2)** is subject to the trustees of the Ngāti Pāhauwera Tiaki Trust providing the Crown with a registrable covenant in relation to Paaka Te Ahu in the form set out in Part 3 of the documents schedule.
- (4) The covenant referred to in **subsection (3)** is to be treated as a conservation covenant for the purposes of—
 - (a) section 27 of the Conservation Act 1987; and
 - (b) section 77 of the Reserves Act 1977.

34 Bed of Lake Rotongaio

- (1) Lake Rotongaio ceases to be a conservation area under the Conservation Act 1987.



- (2) The fee simple estate in the bed of Lake Rotongaio vests in the trustees of the Ngāti Pāhauwera Tiaki Trust.
- (3) The bed of Lake Rotongaio site is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.
- (4) The Crown stratum above the bed of Lake Rotongaio is declared a reserve and classified as a local purpose (wildlife management) reserve subject to section 23 of the Reserves Act 1977.
- (5) The reserve created under **subsection (4)** is named Lake Rotongaio Local Purpose (Wild Management) Reserve.
- (6) **Subsections (1) to (5)** are subject to the trustees of the Ngāti Pāhauwera Tiaki Trust providing the Crown with a registrable covenant in relation to the lakebeds in the form set out in Part 3 of the documents schedule.
- (7) The covenant referred to in **subsection (6)** is to be treated as a conservation covenant for the purposes of—
 - (a) section 77 of the Reserves Act 1977;
 - (b) section 27 of the Conservation Act 1987.
- (8) This section is subject to **sections 47, 48, and 49**.

35 Bed of part of Lake Rotoroa

- (1) Part of Lake Rotoroa ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in the bed of part of Lake Rotoroa vests in the trustees of the Ngāti Pāhauwera Tiaki Trust.
- (3) The bed of part of Lake Rotoroa site is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.
- (4) The Crown stratum above the bed of part of Lake Rotoroa is declared a reserve and classified as a local purpose (wildlife management) reserve subject to section 23 of the Reserves Act 1977.
- (5) The reserve created under **subsection (4)** is named Lake Rotoroa Local Purpose (Wild Management) Reserve.
- (6) **Subsections (1) to (5)** are subject to the trustees of the Ngāti Pāhauwera Tiaki Trust providing the Crown with the registrable covenant referred to in **section 34(6)**.



- (7) This section is subject to **sections 47, 48, and 49.**

*Sites vested in fee simple to be administered as
scenic reserves*

36 Mangawhārangi

- (1) The reservation of Mangawhārangi (being part of Mangawhārangi Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Mangawhārangi vests in the trustees of the Ngāti Pāhauwera Tiaki Trust.
- (3) Mangawhārangi is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.
- (4) The reserve created under **subsection (3)** is named Mangawhārangi Scenic Reserve.

37 Ngākōauau (Area B)

- (1) Ngākōauau (Area B) (being part of Maulders Conservation Area) ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Ngākōauau (Area B) vests in the trustees of the Ngāti Pāhauwera Tiaki Trust.
- (3) Ngākōauau (Area B) is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.
- (4) The reserve created under **subsection (3)** is named Ngākōauau Scenic Reserve.

38 Tānga Kākāriki

- (1) The reservation of Tānga Kākāriki (being part of Kakariki Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Tānga Kākāriki vests in the trustees of the Ngāti Pāhauwera Tiaki Trust.
- (3) Tānga Kākāriki is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.



- (4) The reserve created under **subsection (3)** is named Tānga Kākāriki Scenic Reserve.

39 Pūtere

- (1) The reservation of Pūtere (being the Putere Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Pūtere vests in the trustees of the Ngāti Pāhauwera Tiaki Trust.
- (3) Pūtere is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.
- (4) The reserve created under **subsection (3)** is named Pūtere Scenic Reserve.

*Site vested in fee simple to be administered as
local purpose reserve*

40 Raupunga Reserve

- (1) The reservation of Raupunga Reserve (being Raupunga Scenic Reserve) as a scenic reserve subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Raupunga Reserve vests in the trustees of the Ngāti Pāhauwera Tiaki Trust.
- (3) Raupunga Reserve is declared a reserve and classified as a local purpose (water supply) reserve for the purposes specified in section 23(1) of the Reserves Act 1977.
- (4) The reserve created under **subsection (3)** is named Raupunga Local Purpose (Water Supply) Reserve.

Subpart 3—General provisions relating to vesting of cultural redress properties

General provisions

41 Properties vest subject to, or together with, encumbrances

- (1) Each cultural redress property vests under **subpart 1 or 2** subject to, or together with, any encumbrances listed in relation to the property in **Schedule 2 or 3** (whether as an existing encumbrance that continues to affect the property after the vest-



ing or as a new encumbrance that first affects the property immediately after the vesting).

- (2) **Subsection (3)** applies if a cultural redress property vests subject to an unregistered concession, whether or not the concession also applies to land outside the cultural redress property.
- (3) The concession applies in respect of the cultural redress property as if the registered proprietors of the property were the grantor under the concession.

42 Registration of ownership

- (1) This section applies in relation to the fee simple estate in a cultural redress property vested in the trustees of the Ngāti Pāhauwera Tiaki Trust under **subpart 1 or 2**.
- (2) The Registrar-General must, on written application by an authorised person, comply with **subsections (3) and (4)**.
- (3) To the extent that a cultural redress property (other than Ngākōauau (Area B)) is all of the land contained in a computer freehold register, the Registrar-General must—
 - (a) register the trustees of the Ngāti Pāhauwera Tiaki Trust as the proprietors of the fee simple estate in the land; and
 - (b) record anything in the register, and do anything else, that is necessary to give effect to this Part and to Part 5 of the deed of settlement.
- (4) To the extent that a cultural redress property is not all of the land contained in a computer freehold register, or there is no computer freehold register for all or part of the property, or in the case of Ngākōauau (Area B), the Registrar-General must, in accordance with an application received from an authorised person,—
 - (a) create 1 or more computer freehold registers for the fee simple estate in the property in the names of the trustees of the Ngāti Pāhauwera Tiaki Trust; and
 - (b) record on the register any encumbrances that are registered, notified, or notifiable and that are described in the application.

- (5) **Subsection (4)** applies subject to the completion of any survey necessary to create the computer freehold register.
- (6) A computer freehold register must be created under this section as soon as is reasonably practicable after the settlement date, but no later than—
 - (a) 24 months after the settlement date; or
 - (b) any later date that may be agreed in writing by the trustees of the Ngāti Pāhauwera Tiaki Trust and the Crown.
- (7) In this section, **authorised person** means a person authorised by the Director-General.

43 Application of Part 4A of Conservation Act 1987

- (1) The vesting of the fee simple estate in a cultural redress property in the trustees of the Ngāti Pāhauwera Tiaki Trust under **subpart 1 or 2** is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.
- (2) Despite **subsection (1)**, the rest of section 24 of the Conservation Act 1987 does not apply to the vesting of—
 - (a) a reserve site under **subpart 1 or 2**; or
 - (b) Kuwatawata under **section 31(2)**, bed of the Lake Rotorua under **section 34(2)**, and bed of part Lake Rotorua under **section 35(2)**.
- (3) If the reservation under **subpart 1 or 2** of a reserve site is revoked in relation to all or part of the site, then the sites referred to in **subsection (2)(a)** are no longer exempt from the rest of section 24 of the Conservation Act 1987 in relation to all or that part of the site, as the case may be.

44 Recording application of Part 4A of Conservation Act 1987

- (1) The Registrar-General must record on the computer freehold register for—
 - (a) a reserve site—
 - (i) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and

- (ii) and that the land is subject to **sections 43(3) and 54** of this Act; and
 - (b) for Kuwatawata, bed of Lake Rotongaio, and bed of part Lake Rotoroa, that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
 - (c) any other cultural redress property, that the land is subject to Part 4A of the Conservation Act 1987.
- (2) A notification under **subsection (1)** that land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act.
- (3) If the reservation of a reserve site under **subpart 1 or 2** is revoked in relation to—
- (a) all of the site, then the Director-General must apply in writing to the Registrar-General to remove from the computer freehold register for the site the notifications that—
 - (i) section 24 of the Conservation Act 1987 does not apply to the site; and
 - (ii) the site is subject to **sections 43(3) and 54** of this Act; or
 - (b) part of the site, then the Registrar-General must ensure that the notifications referred to in **paragraph (a)** remain only on the computer freehold register for the part of the site that remains a reserve.
- (4) The Registrar-General must comply with an application received in accordance with **subsection (3)(a)**.

45 Application of other enactments

- (1) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation, under **subpart 1 or 2**, of the reserve status of a cultural redress property.
- (2) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
 - (a) the vesting of the fee simple estate in a cultural redress property under **subpart 1 or 2**; or
 - (b) any matter incidental to, or required for the purpose of, the vesting.

- (3) The vesting of the fee simple estate in a cultural redress property under **subpart 1 or 2** does not—
- (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
 - (b) affect other rights to subsurface minerals.
- (4) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of the deed of settlement in relation to a cultural redress property.

46 Application of New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008 to certain sites

- (1) If a site vested under **subpart 1 or 2**, immediately before the vesting, comprised the whole of a reserve or conservation area and an official geographic name was assigned under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008 to the site,—
- (a) that official geographic name is discontinued; and
 - (b) the Board must ensure that, as soon as is reasonably practicable, the official geographic name is removed from the Gazetteer.
- (2) However, if a site vested under **subpart 1 or 2** comprises only part of a reserve or conservation area,—
- (a) **subsection (1)(a)** applies only to the part of the site that is vested under **subpart 1 or 2**; and
 - (b) the Board must amend the Gazetteer so that the official geographic name applies only to the part of the reserve or conservation area that is not vested under **subpart 1 or 2**.
- (3) If a site is vested under **subpart 1 or 2** and reserved and classified as a historic reserve or scenic reserve under that subpart, the historic reserve or scenic reserve does not become a Crown protected area.
- (4) In this section,—
- Board** means New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) continued by section 7 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008



Crown protected area, Gazetteer, and official geographic name have the meanings given by section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

*Further provisions relating to bed of Lake
Rotongaio and bed of Lake Rotoroa*

- 47 Lawful access or use, and recreational activities, in relation to lakes**
- (1) Despite the vestings under **sections 34(2) and 35(2)**,—
- (a) any lawful right of access to, or use of, Lake Rotongaio or part of Lake Rotoroa remains unaffected; and
 - (b) members of the public may carry out lawful recreational activities in or on Lake Rotongaio or part of Lake Rotoroa; and
 - (c) the registered proprietors of the lakebeds must not interfere with a member of the public carrying out a lawful recreational activity in or on Lake Rotongaio or part of Lake Rotoroa.
- (2) A recreational activity under **subsection (1)**—
- (a) for which any enactment requires a permit, licence, or other authorisation must be carried out in accordance with the required authorisation:
 - (b) does not include an activity that—
 - (i) is unlawful under any enactment or bylaw; or
 - (ii) involves attaching a fixture to the bed of Lake Rotongaio or the bed of part of Lake Rotoroa; or
 - (iii) involves a risk of a significant adverse effect to Lake Rotongaio or part of Lake Rotoroa.
- (3) To avoid doubt, the vestings under **sections 34(2) and 35(2)** do not give any rights to, or impose any obligations on, the trustees of the Ngāti Pāhauwera Tiaki Trust in relation to—
- (a) the waters of Lake Rotongaio or part of Lake Rotoroa; or
 - (b) the aquatic life of Lake Rotongaio or part of Lake Rotoroa (except the plants attached to the bed of Lake Rotongaio or the bed of part of Lake Rotoroa).

48 Existing structures in or on lakebeds

- (1) Despite the vestings under **sections 34(2) and 35(2)**, an existing structure—
- (a) does not vest in the trustees of the Ngāti Pāhauwera Tiaki Trust; and
 - (b) may remain in or on the lakebeds without the consent of, and without charge by, the registered proprietors of the land; and
 - (c) may be used, occupied, accessed, repaired, maintained, removed, or demolished at any time without the consent of, and without charge by, the registered proprietors of the land.
- (2) However, if the owner of an existing structure removes or demolishes it, the registered proprietors may require the owner to leave the lakebeds concerned in a clean and tidy condition.
- (3) In this section and **sections 48 and 49**, existing structure—
- (a) means a structure in or on any of the lakebeds to the extent that the structure existed on the settlement date; and
 - (b) includes such a structure whether or not, at any time, it was or is unlawful or unauthorised.

49 Determination of matters relating to existing structures

Despite the vestings under **sections 34(2) and 35(2)**, a local authority must determine the following matters as if the lakebeds were owned by the Crown:

- (a) a person's application for a resource consent or a building consent under the Resource Management Act 1991 or the Building Act 2004 to use, occupy, access, repair, maintain, remove, or demolish an existing structure; or
- (b) any attempt by a person to rectify the non-compliance of an existing structure with or under the Resource Management Act 1991 or the Building Act 2004.

50 Liability for existing structures

The registered proprietors of the lakebeds are not liable for an existing structure for which they would, apart from this section, be liable by reason of their ownership of any of the lakebeds.



51 New structures require consent

- (1) No person may erect or modify a structure in or on, or attach a structure to, any of the lakebeds, unless the registered proprietors of the lakebeds first give their written consent.
- (2) However, **subsection (1)** does not apply if—
 - (a) the activity relating to the structure is permitted or otherwise authorised under **section 45**; or
 - (b) **section 52** applies to the activity relating to the structure.
- (3) The registered proprietors may impose conditions on the grant of their consent, including imposing a charge.

52 Authorisations not affected

- (1) To avoid doubt, the vestings under **sections 34(2) and 35(2)** do not limit or otherwise affect a right or authorisation provided by or under an enactment that does not require the consent of the registered proprietors of the lakebeds—
 - (a) to undertake an activity in, on, or in relation to the lakebeds; or
 - (b) to exercise a power or perform a function or duty in, on, or in relation to the lakebeds.
- (2) The rights and authorisations referred to in **subsection (1)** include, but are not limited to, a right or authorisation to—
 - (a) place or install, permanently or temporarily, a structure of any kind in or on the lakebeds; or
 - (b) enter and remain on the lakebeds to carry out any activity, including to gain access to, or undertake an activity on, any structure placed or installed in or on the lakebeds.

Provisions relating to reserve sites

53 Application of Reserves Act 1977 to reserve sites

- (1) The trustees of the Ngāti Pāhauwera Tiaki Trust are the administering body of a reserve site for the purposes of the Reserves Act 1977.
- (2) Sections 48A, 114, and 115 of the Reserves Act 1977 apply to a reserve site, despite sections 48A(6), 114(5), and 115(6) of that Act.

- (3) Sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply in relation to a reserve site.
- (4) If the reservation under this Part of a reserve site is revoked under section 24 of the Reserves Act 1977 in relation to all or part of the site, section 25 of that Act, except subsection (2), does not apply to the revocation.

54 Subsequent transfer of reserve land

- (1) This section applies to all, or the part, of a reserve site that, at any time after it is vested in the trustees of the Ngāti Pāhauwera Tiaki Trust under **subpart 1 or 2**, remains a reserve under the Reserves Act 1977 (**reserve land**).
- (2) The fee simple estate in the reserve land may be transferred to any other person only in accordance with this section, despite any other enactment or rule of law.
- (3) The Minister of Conservation must give written consent to the transfer of the fee simple estate in the reserve land to another person or persons (**the new owners**) if, on written application, the registered proprietors of the reserve land satisfy the Minister of Conservation that the new owners are able to—
 - (a) comply with the requirements of the Reserves Act 1977; and
 - (b) perform the duties of an administering body under that Act.
- (4) The Registrar-General must, upon receiving the documents specified in **subsection (5)**, register the new owners as the proprietors of the fee simple estate in the reserve land.
- (5) The documents are—
 - (a) a transfer instrument to transfer the fee simple estate in the reserve land to the new owners, including a notification that the new owners are to hold the reserve land for the same reserve purposes as it was held by the administering body immediately before the transfer; and
 - (b) the written consent of the Minister of Conservation to the transfer of the reserve land; and
 - (c) any other document required for the registration of the transfer instrument.



- (6) The new owners, from the time of their registration under **subsection (4)**,—
- (a) are the administering body of the reserve land for the purposes of the Reserves Act 1977; and
 - (b) hold the reserve land for the same reserve purposes as it was held by the administering body immediately before the transfer.
- (7) Despite **subsections (1) and (2)**, **subsections (3) to (6)** do not apply to the transfer of the fee simple estate in the reserve land if—
- (a) the transferors of the reserve land are or were trustees of a trust; and
 - (b) the transferees are the trustees of the same trust, after any new trustee has been appointed to the trust or any transferor has ceased to be a trustee of the trust; and
 - (c) the instrument to transfer the reserve land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that **paragraphs (a) and (b)** apply.

55 Trustees must not mortgage reserves

The registered proprietors of a reserve site must not mortgage, or give a security interest in, all or any part of the site that, at any time after the site was vested in the trustees of the Ngāti Pāhauwera Tiaki Trust under **subpart 1 or 2**, remains a reserve under the Reserves Act 1977.

56 Saving of bylaws, etc, in relation to reserve sites

- (1) This section applies to any bylaw, prohibition, or restriction on use or access that an administering body or the Minister made or granted under the Reserves Act 1977 or the Conservation Act 1987 in relation to a reserve site before the site was vested in the trustees of the Ngāti Pāhauwera Tiaki Trust under **subpart 1 or 2**.
- (2) The bylaw, prohibition, or restriction on use or access remains in force until it expires or is revoked under the Reserves Act 1977 or the Conservation Act 1987.

Subpart 4—Extraction of hāngi stones

57 Interpretation

In this subpart,—

coastal marine area has the meaning given by section 2(1) of the Resource Management Act 1991

hāngi stones means naturally occurring rounded rocks that—

- (a) are typically basalt, rhyolite, or andesite volcanic cobbles; and
- (b) are typically lacking in fracture planes; and
- (c) have dense crystalline texture giving them the capacity to retain heat; and
- (d) are commonly found in deposits of volcanic debris

relevant hāngi stones means hāngi stones that are situated in the bed of the Mohaka River or Te Hoe River to the extent that the bed of the river is situated in the core area of interest but not in the coastal marine area.

58 Restriction on extraction of relevant hāngi stones

- (1) A person may only extract relevant hāngi stones if—
 - (a) the relevant hāngi stones are loose; and
 - (b) the person has obtained the written consent of the trustees of the Ngāti Pāhauwera Development Trust to extract the relevant hāngi stones; and
 - (c) the person extracts the relevant hāngi stones in accordance with any terms or conditions set out in the consent referred to in **paragraph (b)**.
- (2) If a person extracts relevant hāngi stones in carrying out another activity, the person must return the stones—
 - (a) to their original position; or
 - (b) as close as is reasonably practicable to their original position; or
 - (c) if the trustees direct, to another place in the vicinity of their original position.

59 Trustees' consent

- (1) The trustees of the Ngāti Pāhauwera Development Trust are not obliged to give a consent to extract relevant hāngi stones

under **section 58(1)(b)**, but may give it on any terms and conditions they see fit.

- (2) Despite any enactment, any person who has obtained consent of the trustees to extract relevant hāngi stones, may extract the stones without obtaining any consent from a local authority.

60 Appointment of tangata tiaki

- (1) Tangata tiaki may be appointed by the trustees of the Ngāti Pāhauwera Development Trust to promote compliance with the restriction imposed by **section 58(1)**.
- (2) An appointment under **subsection (1)** may be made whether or not any regulations have been made under **subsection (4)**, but if any regulations have been made, the appointment must be made in accordance with those regulations.
- (3) A tangata tiaki appointed under **subsection (1)** is responsible to the trustees of the Ngāti Pāhauwera Development Trust for the following functions:
- (a) to assist in implementing the restriction imposed by **section 58(1)**;
 - (b) to advise members of the public of the restriction;
 - (c) to record—
 - (i) any failure by a person to comply with the restriction if the tangata tiaki has reasonable grounds to believe that the failure is intentional; and
 - (ii) the name, contact details, and date of birth of the person who the tangata tiaki has reasonable grounds to believe is intentionally failing to comply with the restriction.
- (4) The Governor-General may, on the recommendation of the Minister of Justice after consultation with the trustees of the Ngāti Pāhauwera Development Trust, by Order in Council, make regulations for all or any of the following purposes:
- (a) prescribing the mechanism for reporting and enforcing non-compliance with the restriction imposed by **section 58(1)**;
 - (b) prescribing procedures relating to the appointment of tangata tiaki and prescribing the functions, powers, or duties of tangata tiaki under this subpart.



Subpart 5—Redress relating to fisheries and
resource management matters*Nominations for special tribunal relating to
Water Conservation (Mohaka River) Order
2004***61 Nominations for special tribunal in relation to Water
Conservation (Mohaka River) Order 2004**

- (1) This section applies if the Minister for the Environment appoints a special tribunal under section 202 of the Resource Management Act 1991 (a **special tribunal**) to hear and report on a relevant application where—
- (a) the waters to be protected fall entirely within the core area of interest; or
 - (b) the waters to be protected fall partly within the core area of interest.
- (2) If **subsection (1)(a)** applies, the trustees of the Ngāti Pāhauwera Development Trust may nominate for appointment up to half of the members of the special tribunal.
- (3) If **subsection (1)(b)** applies, the trustees of the Ngāti Pāhauwera Development Trust may nominate for appointment 1 member of the special tribunal.
- (4) The Minister for the Environment must not refuse to accept any nomination under **subsection (2) or (3)** unless the Minister is satisfied on reasonable grounds that—
- (a) the nominee's duties and responsibilities as a member of the special tribunal may be affected by some other interest or duty that the nominee has; or
 - (b) there may be a perception on the part of any person with an interest in the application or the general public that the nominee—
 - (i) has predetermined the outcome of the application; or
 - (ii) is biased.
- (5) For the purposes of **subsection (3)**, if more than 1 other iwi or hāpu have the right to nominate a member of the special tribunal, the trustees of the Ngāti Pāhauwera Development Trust may, along with all other iwi with a right of nomination, agree



on and jointly nominate up to half of the members of the special tribunal.

- (6) However, if the trustees of the Ngāti Pāhauwera Development Trust are unable or unwilling to reach agreement with all other iwi under **subsection (5)**, the Minister for the Environment must instead consult with the trustees of the Ngāti Pāhauwera Development Trust on the membership of the special tribunal.
- (7) In this section,—
- relevant application** means an application to—
- (a) revoke or amend the Water Conservation (Mohaka River) Order 2004; or
 - (b) make an order under section 214 of the Resource Management Act 1991 in respect of the Mohaka River or its tributaries

waters to be protected means the waters within the Mohaka River and its tributaries in respect of which restrictions or prohibitions within the meaning of section 200 of the Resource Management Act 1991, are proposed as at the date on which the Minister makes a decision to appoint the special tribunal.

Advisory committee

62 Appointment of advisory committee in relation to Mohaka River and Wairoa Hard

- (1) The Minister of the Crown who, under the authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for the administration of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995, must, on or before the settlement date appoint the trustees of the Ngāti Pāhauwera Development Trust as an advisory committee under section 21(1) of that Act, for the purposes of advising the Minister on any proposed changes to—
- (a) the current prohibition on the commercial taking of aquatic life in the Mohaka River; and
 - (b) the current prohibition on the commercial taking of finfish and the current restrictions on the use of nets for the taking of finfish in the area in the Hawke's Bay known as the Wairoa Hard.



- (2) In this section, **aquatic life** and **finfish** have the same meanings as in section 2(1) of the Fisheries Act 1996.

*Amendment to Hawke's Bay Regional Resource
Management Plan*

**63 Amendment to Hawke's Bay Regional Resource
Management Plan**

- (1) The heading to Pol 52 of the Hawke's Bay Regional Resource Management Plan is amended by omitting the words "**RE-SOURCE ALLOCATION –**".
- (2) In this section, **Hawke's Bay Regional Resource Management Plan** means the Hawke's Bay Regional Resource Management Plan as prepared by the Hawke's Bay Regional Council operative on and from 28 August 2006.

**64 Provision of certain resource consents to trustees of Ngāti
Pāhauwera Development Trust**

- (1) A local authority specified in **subsection (2)** must forward to the trustees of the Ngāti Pāhauwera Development Trust a copy of all applications for resource consents in respect of activities within the catchment of a river specified in **subsection (3)**.
- (2) The local authorities are—
- (a) the Hawke's Bay Regional Council;
 - (b) the Wairoa District Council;
 - (c) the Hastings District Council.
- (3) The rivers are—
- (a) the Mohaka River;
 - (b) the Waikari River;
 - (c) the Waihua River.

Subpart 6—Statutory acknowledgement

65 Interpretation

In this subpart,—

relevant part of the Earthquake Slip Conservation Area means the area, with the general location (but not the precise boundaries), indicated on OTS-119-16



statement of association means the statement—

- (a) made by Ngāti Pāhauwera of their particular cultural, spiritual, historical, and traditional association with the relevant part of the Earthquake Slip Conservation Area; and
- (b) that is in the form set out in Part 1 of the documents schedule at the settlement date

statutory acknowledgement means the acknowledgement made by the Crown in **section 66** of the statement of association in respect of the relevant part of the Earthquake Slip Conservation Area, on the terms set out in this subpart

statutory plan—

- (a) means a district plan, proposed plan, regional coastal plan, regional plan, or regional policy statement as defined in section 2(1) of the Resource Management Act 1991; and
- (b) includes a proposed policy statement provided for in Schedule 1 of the Resource Management Act 1991.

66 Statutory acknowledgement by the Crown

The Crown acknowledges the statement of association.

67 Purposes of statutory acknowledgement

(1) The only purposes of the statutory acknowledgement are to—

- (a) require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgement, as provided for in **sections 68 to 70**; and
- (b) require relevant consent authorities to forward summaries of resource consent applications, or copies of notices of resource consent applications, to the trustees of the Ngāti Pāhauwera Development Trust, as provided for in **section 72**; and
- (c) enable the trustees of the Ngāti Pāhauwera Development Trust and any member of Ngāti Pāhauwera to cite the statutory acknowledgement as evidence of the association of Ngāti Pāhauwera with the relevant part of the Earthquake Slip Conservation Area, as provided for in **section 73**.



- (2) This section does not limit **sections 75 to 77**.

68 Relevant consent authorities to have regard to statutory acknowledgement

- (1) On and from the effective date, a relevant consent authority must have regard to the statutory acknowledgement in deciding, under section 95E of the Resource Management Act 1991, if the trustees of the Ngāti Pāhauwera Development Trust are affected persons in relation to an activity within, adjacent to, or directly affecting the relevant part of the Earthquake Slip Conservation Area and for which an application for a resource consent has been made.
- (2) **Subsection (1)** does not limit the obligations of a relevant consent authority under the Resource Management Act 1991.

69 Environment Court to have regard to statutory acknowledgement

- (1) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement for the relevant part of the Earthquake Slip Conservation Area in deciding, under section 274 of the Resource Management Act 1991, if the trustees of the Ngāti Pāhauwera Development Trust are persons who have an interest in proceedings that is greater than the interest that the general public has in respect of an application for a resource consent for activities within, adjacent to, or directly affecting the relevant part of the Earthquake Slip Conservation Area.
- (2) **Subsection (1)** does not limit the obligations of the Environment Court under the Resource Management Act 1991.

70 Historic Places Trust and Environment Court to have regard to statutory acknowledgement

- (1) This section applies if, on and after the effective date, an application is made under section 11 or 12 of the Historic Places Act 1993 for an authority to destroy, damage, or modify an archaeological site within the relevant part of the Earthquake Slip Conservation Area.

- (2) The Historic Places Trust must have regard to the statutory acknowledgement in exercising its powers under section 14 of the Historic Places Act 1993 in relation to the application made under **subsection (1)**, including in determining whether the trustees of the Ngāti Pāhauwera Development Trust are persons directly affected by an extension of time.
- (3) The Environment Court must have regard to the statutory acknowledgement in determining under section 20 of the Historic Places Act 1993 any appeal from a decision of the Historic Places Trust in relation to the application made under **subsection (1)**, including in determining whether the trustees of the Ngāti Pāhauwera Development Trust are persons directly affected by the decision.
- (4) In this section, **archaeological site** has the meaning given to it in section 2 of the Historic Places Act 1993.

71 Recording statutory acknowledgement on statutory plans

- (1) On and from the effective date, each relevant consent authority must attach information recording the statutory acknowledgement to all statutory plans that wholly or partly cover the relevant part of the Earthquake Slip Conservation Area.
- (2) The information attached to a statutory plan must include—
 - (a) the relevant provisions of **sections 66 to 71** in full; and
 - (b) the description of the relevant part of the Earthquake Slip Conservation Area; and
 - (c) the statement of association for the relevant part of the Earthquake Slip Conservation Area.
- (3) The attachment of information to a statutory plan under this section is for the purpose of public information only, and the information is not—
 - (a) part of the statutory plan, unless adopted by the relevant consent authority; or
 - (b) subject to the provisions of Schedule 1 of the Resource Management Act 1991, unless adopted as part of the statutory plan.

72 Provision of resource consent applications to trustees of Ngāti Pāhauwera Development Trust

- (1) Each relevant consent authority must, for a period of 20 years from the effective date, provide the following to the trustees of the Ngāti Pāhauwera Development Trust for each resource consent application for an authority for activities within, adjacent to, or directly affecting the relevant part of the Earthquake Slip Conservation Area:
 - (a) if the application is received by the consent authority, a summary of the application; or
 - (b) if notice of the application is served on the consent authority under section 145(10) of the Resource Management Act 1991, a copy of the notice.
- (2) The information provided in a summary of an application must be the same as would be given to an affected person by limited notification under section 95B of the Resource Management Act 1991, or as may be agreed between the trustees of the Ngāti Pāhauwera Development Trust and the relevant consent authority.
- (3) A summary of an application must be provided under **subsection (1)(a)**—
 - (a) as soon as is reasonably practicable after the consent authority receives the application; and
 - (b) before the consent authority decides under section 95 of the Resource Management Act 1991 whether to notify the application.
- (4) A copy of a notice of an application must be provided under **subsection (1)(b)** no later than 10 business days after the day on which the consent authority receives the notice.
- (5) This section does not affect a relevant consent authority's obligation,—
 - (a) under section 95 of the Resource Management Act 1991, to decide whether to notify an application, and to notify the application if it decides to do so; or
 - (b) under section 95E of that Act, to decide if the trustees of the Ngāti Pāhauwera Development Trust are affected persons in relation to an activity.



73 Use of statutory acknowledgement

- (1) The trustees of the Ngāti Pāhauwera Development Trust and any member of Ngāti Pāhauwera may, as evidence of the association of Ngāti Pāhauwera with the relevant part of the Earthquake Slip Conservation Area, cite the statutory acknowledgement in submissions to, and in proceedings before, a relevant consent authority, the Environmental Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991, the Environment Court, or the Historic Places Trust concerning activities within, adjacent to, or directly affecting the relevant part of the Earthquake Slip Conservation Area.
- (2) The content of a statement of association is not, by virtue of the statutory acknowledgement binding as fact on—
 - (a) relevant consent authorities:
 - (b) the Environmental Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991:
 - (c) the Environment Court:
 - (d) the Historic Places Trust:
 - (e) parties to proceedings before those bodies:
 - (f) any other person who is entitled to participate in those proceedings.
- (3) However, the bodies and persons specified in **subsection (2)** may take the statutory acknowledgement into account.
- (4) To avoid doubt,—
 - (a) neither the trustees of the Ngāti Pāhauwera Development Trust nor members of Ngāti Pāhauwera are precluded from stating that Ngāti Pāhauwera have an association with the relevant part of the Earthquake Slip Conservation Area that is not described in the statutory acknowledgement; and
 - (b) the content and existence of the statutory acknowledgement does not limit any statement made.

74 Trustees of Ngāti Pāhauwera Development Trust may waive rights

- (1) The trustees of the Ngāti Pāhauwera Development Trust may waive the right to be provided with summaries, and copies of notices, of resource consent applications under **section 72** in

relation to the relevant part of the Earthquake Slip Conservation Area.

- (2) Rights must be waived by written notice to the relevant consent authority, the Environment Court, or the Historic Places Trust, stating—
 - (a) the scope of the waiver; and
 - (b) the period for which it applies.
- (3) An obligation under this subpart does not apply to the extent that the corresponding right has been waived under this section.

*General provisions relating to statutory
acknowledgement*

75 Exercise of powers and performance of duties and functions

- (1) Except as expressly provided in this subpart,—
 - (a) the statutory acknowledgement does not affect, and may not be taken into account by, a person exercising a power or performing a function or duty under legislation or a bylaw; and
 - (b) no person, in considering a matter or making a decision or recommendation under legislation or a bylaw, may give greater or lesser weight to the association of Ngāti Pahauwera with the relevant part of the Earthquake Slip Conservation Area (as described in the statement of association) than that person would give under the relevant legislation or bylaw if no statutory acknowledgement existed in respect of the relevant part of the Earthquake Slip Conservation Area.
- (2) **Subsection (1)(b)** does not affect the operation of **subsection (1)(a)**.

76 Rights not affected

Except as expressly provided in this subpart, the statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

77 Limitation of rights

Except as expressly provided in this subpart, the statutory acknowledgement does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, the relevant part of the Earthquake Slip Conservation Area.

Amendment to Resource Management Act 1991

78 Amendment to Resource Management Act 1991

- (1) This section amends the Resource Management Act 1991.
- (2) Schedule 11 is amended by inserting the following item in its appropriate alphabetical order: “Ngāti Pāhauwera Treaty Claims Settlement Act **2010**”.

Subpart 7—The Crown not prevented from
providing other similar redress

79 The Crown not prevented from providing other similar redress

- (1) The provision of the specified cultural redress does not prevent the Crown from doing anything that is consistent with that cultural redress, including—
 - (a) providing, or agreeing to introduce legislation providing or enabling, the same or similar redress to any person other than Ngāti Pāhauwera or the trustees of the Ngāti Pāhauwera Development Trust; or
 - (b) disposing of land.
- (2) However, **subsection (1)** is not an acknowledgement by the Crown or Ngāti Pāhauwera that any other iwi or group has interests in relation to land or an area to which any of the specified cultural redress relates.
- (3) In this section, **specified cultural redress** means, the statutory acknowledgement for the relevant part of the Earthquake Slip Conservation Area.

Part 3 Commercial redress

Subpart 1—Transfer of commercial redress properties

80 The Crown may transfer properties

To give effect to Part 6 of the deed of settlement and Part 4 of the provisions schedule, the Crown (acting by and through the chief executive of the land holding agency) is authorised to do 1 or both of the following:

- (a) transfer the fee simple estate in a commercial redress property to the trustees of the Ngāti Pāhauwera Development Trust;
- (b) sign a transfer instrument or other document, or do any other thing, to effect a settlement transfer.

81 Revocation of reserve status

- (1) The reservation of the Mohaka Pound, Kotemāori, Raupunga Stock Resting Reserve, Mohaka Coach Road, and Pūtere Road sites as reserves subject to the Reserves Act 1977 is revoked.
- (2) Sections 24 and 25 of the Reserves Act 1977 do not apply to any revocation under **subsection (1)**.
- (3) In this section, **Mohaka Pound, Kotemāori, Raupunga Stock Resting Reserve, Mohaka Coach Road and Pūtere Road** means the sites listed in Part 4 of the provisions schedule.

82 Registrar-General to create computer freehold register

- (1) This section applies to a commercial redress property other than licensed land, to the extent that it is not all of the land contained in a computer freehold register or there is no computer freehold register for all or part of the property.
- (2) The Registrar-General must, in accordance with a written application by an authorised person, and after the completion of any necessary survey, create a computer freehold register in the name of the Crown—
 - (a) subject to, and together with, any encumbrances that are registered, notified, or notifiable and that are described in the written application; but



- (b) without any statement of purpose.
- (3) The authorised person may grant a covenant to arrange for the later creation of a computer freehold register for a commercial redress property.
- (4) Despite the Land Transfer Act 1952,—
 - (a) the authorised person may request the Registrar-General to register a covenant (as referred to in **subsection (3)**) under the Land Transfer Act 1952 by creating a computer interest register; and
 - (b) the Registrar-General must register the covenant in accordance with **paragraph (a)**.
- (5) In this section, **authorised person** means a person authorised by the chief executive of the land holding agency.

83 Application of other enactments

- (1) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
 - (a) the transfer to the trustees of the Ngāti Pāhauwera Development Trust of a commercial redress property; or
 - (b) a matter incidental to, or required for the purpose of, that transfer.
- (2) The transfer of a commercial redress property to the trustees of the Ngāti Pāhauwera Development Trust does not—
 - (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
 - (b) affect other rights to subsurface minerals.
- (3) The transfer of a commercial redress property to the trustees of the Ngāti Pāhauwera Development Trust is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.
- (4) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way that may be required to fulfil the terms of Part 6 of the deed of settlement and Part 4 of the provisions schedule, in relation to the transfer of a commercial redress property.

- (5) In exercising the powers conferred by **section 80**, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer of a commercial redress property.
- (6) **Subsection (5)** is subject to **subsections (2) and (3)**.

84 Registrar-General to create computer freehold registers for licensed land

- (1) This section applies to licensed land to be transferred to the trustees of the Ngāti Pāhauwera Development Trust under Part 6 of the deed of settlement that is subject to a single Crown forestry licence.
- (2) The Registrar-General must, in accordance with a written application by an authorised person, and after the completion of any necessary survey, create one computer freehold register for that part of the licensed land in the Gisborne Land Registration District and one computer freehold register for that part of the licensed land in the Hawke's Bay Land Registration District, each in the name of the Crown—
- (a) subject to, and together with, any encumbrances that are registered, notified, or notifiable and that are described in the written application; but
- (b) without any statement of purpose.
- (3) In this section, **authorised person** means a person authorised by the chief executive of LINZ.

Subpart 2—Licensed land

85 Licensed land ceases to be Crown forest land

- (1) Licensed land ceases to be Crown forest land on the registration of the transfer of the fee simple estate in the land to the trustees of the Ngāti Pāhauwera Development Trust.
- (2) However, although the licensed land does not cease to be Crown forest land until the transfer of the fee simple estate in the land to the trustees of the Ngāti Pāhauwera Development Trust is registered, neither the Crown nor any court or tribunal may do any thing, or omit to do any thing, if that act or omission would, between the settlement date and the date of registration, be consistent with the Crown Forest Assets Act



1989, but inconsistent with this Part or Part 6 of the deed of settlement.

86 Trustees of the Ngāti Pāhauwera Development Trust are confirmed beneficiaries and licensors in relation to licensed land

- (1) The trustees of the Ngāti Pāhauwera Development Trust are, in relation to the licensed land, the confirmed beneficiaries under clause 11.1 of the Crown forestry rental trust deed.
- (2) The effect of **subsection (1)** is that—
 - (a) the trustees of the Ngāti Pāhauwera Development Trust are entitled to the rental proceeds payable since the commencement of the Crown forestry licence; and
 - (b) all the provisions of the Crown forestry rental trust deed apply on the basis that the trustees of the Ngāti Pāhauwera Development Trust are the confirmed beneficiaries.
- (3) The Crown must give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 in respect of the Crown forestry licence, even though the Waitangi Tribunal has not made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land.
- (4) Notice given by the Crown under **subsection (3)** has effect as if—
 - (a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the settlement licensed land; and
 - (b) the recommendation had become final on the settlement date.
- (5) The trustees of the Ngāti Pāhauwera Development Trust are the licensor under the Crown forestry licence as if the licensed land had been returned to Māori ownership—
 - (a) on the settlement date; and
 - (b) under section 36 of the Crown Forest Assets Act 1989.
- (6) However, section 36(1)(b) of the Crown Forest Assets Act 1989 does not apply to the settlement licensed land.

87 Effect of transfer of licensed land

Section 86 applies whether or not, on the settlement date, the transfer of the fee simple estate in the licensed land has been registered.

88 Public access to licensed land

- (1) Clause 6.2 of the Crown forestry licence (which relates to public entry for recreational purposes) continues to apply even though the Crown is no longer the licensor under the licence because the land has been transferred to the trustees of the Ngāti Pāhauwera Development Trust under **section 80**.
- (2) A notification to the effect described in **subsection (1)** must—
 - (a) be recorded against each computer freehold register for the licensed land; and
 - (b) on application by the registered proprietor, be removed from each computer freehold register for the licensed land on the expiry of the Crown forestry licence.

89 Public right of way easement may be granted

- (1) A public right of way easement may be granted under section 8 of the Crown Forest Assets Act 1989 in relation to the licensed land and is enforceable in accordance with its terms, despite its subject matter.
- (2) Sections 26 and 27 of the Crown Forest Assets Act 1989 apply to any variation, renewal, or cancellation under section 8(b) of that Act of a public right of way easement.
- (3) The permission of a council under section 348 of the Local Government Act 1974 is not required to lay out, form, grant, or reserve a private road, private way, or right of way under this section.
- (4) In this section, **public right of way easement** means an easement in gross granted in relation to the licensed land, as described in clause 6.7.3 of the deed of settlement.

Subpart 3—Access to protected sites

90 Meaning of protected site

In this subpart, **protected site** means any area of land situated in the licensed land that—

- (a) is wahi tapu or a wahi tapu area within the meaning of section 2 of the Historic Places Act 1993; and
- (b) becomes a registered place within the meaning of section 2 of that Act.

91 Right of access to protected site

- (1) The owner of the land on which a protected site is situated and any person holding an interest in, or a right of occupancy to, that land must allow access across the land to each protected site to Māori for whom the protected site is of special spiritual, cultural, or historical significance.
- (2) The right of access may be exercised by vehicles or by foot over any reasonably convenient routes specified by the owner.
- (3) The right of access is subject to the following conditions:
 - (a) a person intending to exercise the right of access must give the owner reasonable notice in writing of his or her intention to exercise that right; and
 - (b) the right of access may be exercised only at reasonable times and during daylight hours; and
 - (c) a person exercising the right of access must observe any reasonable conditions imposed by the owner relating to the time, location, or manner of access as are reasonably required—
 - (i) for the safety of people; or
 - (ii) for the protection of land, improvements, flora and fauna, plant and equipment, or livestock; or
 - (iii) for operational reasons.

92 Right of access subject to Crown forestry licence

- (1) The right of access conferred by **section 91** is subject to and does not override the terms of the Crown forestry licence, except where the licensee has agreed to an exercise of the right of access.



- (2) An amendment to a Crown forestry licence will be of no effect to the extent that it purports to—
- (a) delay the date from which a person who has a right of access under **section 91** may exercise that right; or
 - (b) otherwise adversely affect the right of access.

93 Registrar-General must note right of access

- (1) This section applies to licensed land on which a protected site is situated.
- (2) The Registrar-General must, in accordance with a written application by an authorised person, make a notation on the computer freehold registers for the licensed land that the land is subject to the right of access set out in **section 91**.
- (3) An application must be made as soon as is reasonably practicable after the settlement date.
- (4) However, if the computer freehold registers have not been created by the settlement date, an application must be made as soon as is reasonably practicable after the registers have been created.
- (5) In this section, **authorised person** means a person authorised by the chief executive of LINZ.

Subpart 4—Right of first refusal in relation
to RFR land

Interpretation

94 Interpretation

In this subpart and **Schedule 4**, unless the context requires another meaning,—

dispose of, in relation to RFR land,—

- (a) means to—
 - (i) transfer or vest the fee simple estate in the land; or
 - (ii) grant a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), for 50 years or longer; but
- (b) to avoid doubt, does not include to—

- (i) mortgage, or give a security interest in, the land; or
- (ii) grant an easement over the land; or
- (iii) consent to an assignment of a lease, or to a sub-lease, of the land; or
- (iv) remove an improvement, fixture, or fitting from the land

expiry date, in relation to an offer, means its expiry date under **sections 97(a) and 100**

notice means a notice required by **section 113, 114, or 115**

offer means an offer, made in accordance with **section 107**, by an RFR landowner to dispose of RFR land to the trustees of the Ngāti Pāhauwera Development Trust

public work has the meaning given in section 2 of the Public Works Act 1981

RFR land has the meaning given by **section 95**

RFR landowner, in relation to RFR land,—

- (a) means—
 - (i) the Crown, if the land is vested in the Crown or the Crown holds the fee simple estate in the land; and
 - (ii) a Crown body, if the body holds the fee simple estate in the land; and
- (b) includes a local authority to which RFR land has been disposed of under **section 103(1)**; but
- (c) to avoid doubt, does not include an administering body in which RFR land is vested—
 - (i) on the settlement date; or
 - (ii) after the settlement date, under **section 104(1)(b)**

RFR period means the period of 100 years from the settlement date.

95 Meaning of RFR land

- (1) In this subpart, **RFR land** means—
 - (a) the land within the RFR area shown on SO 433356 that, on the settlement date is—
 - (i) vested in the Crown; or

- (ii) held in fee simple by the Crown; or
- (iii) a reserve vested in an administering body that derived title from the Crown; and
- (b) land obtained in exchange for a disposal of RFR land under **section 108(1)(c) or 109**.
- (2) However, land ceases to be RFR land if—
 - (a) the RFR landowner transfers the fee simple estate in the land to—
 - (i) the trustees of the Ngāti Pāhauwera Development Trust or their nominee (for example, under a contract formed under **section 100**); or
 - (ii) any other person (including the Crown or a Crown body) under **section 96(c)**; or
 - (b) the RFR landowner transfers or vests the fee simple estate in the land to or in a person other than the Crown or a Crown body—
 - (i) under any of **sections 105 to 111** (which relate to permitted disposals of RFR land); or
 - (ii) under **section 111(1)** (which relates to matters that may override the obligations of an RFR landowner under this subpart); or
 - (c) the RFR period ends.

Restrictions on disposal of RFR land

96 Restrictions on disposal of RFR land

An RFR landowner must not dispose of RFR land to a person other than the trustees of the Ngāti Pāhauwera Development Trust or their nominee unless the land is disposed of—

- (a) under any of **sections 102 to 111**; or
- (b) under **section 112(1)**; or
- (c) within 2 years after the expiry date of an offer by the RFR landowner to dispose of the land to the trustees of the Ngāti Pāhauwera Development Trust, if the offer was—
 - (i) made in accordance with **section 97**; and
 - (ii) on terms that were the same as, or more favourable to the trustees of the Ngāti Pāhauwera Development Trust than, the terms of the disposal to the person; and

- (iii) not withdrawn under **section 99**; and
- (iv) not accepted under **section 100**.

Right of first refusal

97 Requirements for offer

An offer by an RFR landowner to dispose of RFR land to the trustees of the Ngāti Pāhauwera Development Trust must be by notice to the trustees of the Ngāti Pāhauwera Development Trust, incorporating—

- (a) the terms of the offer, including its expiry date; and
- (b) a legal description of the land, including any encumbrances affecting it, and the reference for any computer register that contains the land; and
- (c) a street address for the land (if applicable); and
- (d) a street address, postal address, and fax number for the trustees of the Ngāti Pāhauwera Development Trust to give notices to the RFR landowner in relation to the offer.

98 Expiry date of offer

- (1) The expiry date of an offer must be on or after the day that is 40 business days after the date on which the trustees of the Ngāti Pāhauwera Development Trust receive notice of the offer.
- (2) However, the expiry date of an offer may be on or after the day that is 20 business days after the date on which the trustees receive notice of the offer if—
 - (a) the trustees of the Ngāti Pāhauwera Development Trust received an earlier offer to dispose of the land; and
 - (b) the expiry date of the earlier offer was no earlier than 6 months before the expiry date of the later offer; and
 - (c) the earlier offer was not withdrawn.

99 Withdrawal of offer

The RFR landowner may, by notice to the trustees of the Ngāti Pāhauwera Development Trust, withdraw an offer at any time before it is accepted.

100 Acceptance of offer

- (1) The trustees of the Ngāti Pāhauwera Development Trust may, by notice to the RFR landowner who made an offer, accept the offer if—
 - (a) it has not been withdrawn; and
 - (b) its expiry date has not passed.
- (2) The trustees of the Ngāti Pāhauwera Development Trust must accept all the RFR land offered, unless the offer permits them to accept less.

101 Formation of contract

- (1) If the trustees of the Ngāti Pāhauwera Development Trust accept an offer by an RFR landowner to dispose of RFR land under **section 100**, a contract for the disposal of the land is formed between the landowner and the trustees of the Ngāti Pāhauwera Development Trust on the terms in the offer, including the terms set out in **subsections (3) to (6)**.
- (2) The terms of the contract may be varied by written agreement between the landowner and the trustees of the Ngāti Pāhauwera Development Trust.
- (3) Under the contract, the trustees of the Ngāti Pāhauwera Development Trust may nominate any person other than the trustees of the Ngāti Pāhauwera Development Trust (the **nominee**) to receive the transfer of the RFR land.
- (4) The trustees of the Ngāti Pāhauwera Development Trust may nominate a nominee only by giving notice to the landowner on or before the day that is 10 business days before the day on which the transfer is to settle.
- (5) The notice must specify—
 - (a) the full name of the nominee; and
 - (b) any other details about the nominee that the landowner needs in order to transfer the RFR land to the nominee.
- (6) If the trustees of the Ngāti Pāhauwera Development Trust nominate a nominee, the trustees remain liable for the obligations of the transferee under the contract.

*Disposals to others where land remains RFR
land*

102 Disposal to the Crown or Crown body

- (1) An RFR landowner may dispose of RFR land to—
 - (a) the Crown; or
 - (b) a Crown body.
- (2) To avoid doubt, the Crown may dispose of RFR land to a Crown body in accordance with section 143(5) or 206 of the Education Act 1989.

103 Disposal of existing public works to local authority

- (1) An RFR landowner may dispose of RFR land that is a public work, or part of a public work, in accordance with section 50 of the Public Works Act 1981 to a local authority (as defined in section 2 of the Public Works Act 1981).
- (2) To avoid doubt, if RFR land is disposed of to a local authority under **subsection (1)**, the local authority becomes—
 - (a) the RFR landowner of the land; and
 - (b) subject to the obligations of an RFR landowner under this subpart.

104 Disposal of reserve to administering body

- (1) An RFR landowner may dispose of RFR land in accordance with section 26 or 26A of the Reserves Act 1977.
- (2) To avoid doubt, if RFR land that is a reserve is vested in an administering body under **subsection (1)**, the administering body does not become—
 - (a) the RFR landowner of that land; or
 - (b) subject to the obligations of an RFR landowner under this subpart.
- (3) However, if the RFR land vests back in the Crown under section 25 or 27 of the Reserves Act 1977, the Crown becomes—
 - (a) the RFR landowner of the land; and
 - (b) subject to the obligations of an RFR landowner under this subpart.

*Disposals to others where land may cease to be
RFR land*

- 105 Disposal in accordance with enactment or rule of law**
An RFR landowner may dispose of RFR land in accordance with an obligation under any enactment or rule of law.
- 106 Disposal in accordance with legal or equitable obligation**
An RFR landowner may dispose of RFR land in accordance with—
- (a) a legal or equitable obligation that—
 - (i) was unconditional before the settlement date; or
 - (ii) was conditional before the settlement date but became unconditional on or after the settlement date; or
 - (iii) arose after the exercise (whether before, on, or after the settlement date) of an option existing before the settlement date; or
 - (b) the requirements, existing before the settlement date, of a gift, endowment, or trust relating to the land.
- 107 Disposal by the Crown under certain legislation**
The Crown may dispose of RFR land in accordance with—
- (a) section 54(1)(d) of the Land Act 1948; or
 - (b) section 355(3), 355AA, or 355AB of the Resource Management Act 1991.
- 108 Disposal of land held for public works**
(1) An RFR landowner may dispose of RFR land in accordance with—
- (a) section 40(2) or (4) or 41 of the Public Works Act 1981 (including as those provisions are applied by another enactment); or
 - (b) section 52, 105(1), 106, 114(3), 117(7), or 119 of the Public Works Act 1981; or
 - (c) section 117(3)(a) of the Public Works Act 1981; or
 - (d) section 117(3)(b) of the Public Works Act 1981 if the land is disposed of to the owner of adjoining land; or
 - (e) section 23(1) or (4), 24(4), or 26 of the New Zealand Railways Corporation Restructuring Act 1990.



- (2) To avoid doubt, RFR land may be disposed of by an order of the Māori Land Court under section 134 of Te Ture Whenua Māori Act 1993, after an application by an RFR landowner under section 41(e) of the Public Works Act 1981.
- 109 Disposal for reserve or conservation purposes**
An RFR landowner may dispose of RFR land in accordance with—
- (a) section 15 of the Reserves Act 1977; or
 - (b) section 16A or 24E of the Conservation Act 1987.
- 110 Disposal for charitable purposes**
An RFR landowner may dispose of RFR land as a gift for charitable purposes.
- 111 Disposal to tenants**
The Crown may dispose of RFR land—
- (a) that was held on the settlement date for education purposes to a person who, immediately before the disposal, is a tenant of the land of all or part of a building on the land; or
 - (b) under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land granted—
 - (i) before the settlement date; or
 - (ii) on or after the settlement date under a right of renewal contained in a lease granted before the settlement date; or
 - (c) under section 93(4) of the Land Act 1948.
- 112 RFR landowner's obligations under this subpart**
(1) An RFR landowner's obligations under this subpart in relation to RFR land are subject to—
- (a) any other enactment or rule of law but, for a Crown body, the obligations apply despite the purpose, functions, or objectives of the Crown body; and
 - (b) any encumbrance, or legal or equitable obligation,—
 - (i) that prevents or limits an RFR landowner's disposal of RFR land to the trustees of the Ngāti Pāhauwera Development Trust; and

- (ii) that the RFR landowner cannot satisfy by taking reasonable steps; and
 - (c) the terms of a mortgage over, or security interest in, RFR land.
- (2) Reasonable steps, for the purposes of **subsection (1)(b)(ii)**, do not include steps to promote the passing of an enactment.
 - (3) This subpart does not limit **subsection (1)**.

Notices

113 Notice of RFR land with computer register after settlement date

- (1) If a computer register is first created for RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the register has been created.
- (2) If land for which there is a computer register becomes RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the land has become RFR land.
- (3) The notice must be given as soon as is reasonably practicable after a computer register is first created for the RFR land or after the land becomes RFR land.
- (4) The notice must specify the legal description of the land and identify the computer register that contains the land.

114 Notice of disposals of RFR land to others

- (1) An RFR landowner must give notice to the trustees of the Ngāti Pāhauwera Development Trust of the disposal of RFR land by the landowner to a person other than the trustees of the Ngāti Pāhauwera Development Trust.
- (2) The notice must be given on or before the day that is 20 business days before the date of the disposal.
- (3) The notice must—
 - (a) specify the legal description of the land (including any encumbrances affecting it); and
 - (b) identify any computer register that contains the land; and
 - (c) specify the street address for the land (if applicable); and

- (d) identify the person to whom the land is being disposed of; and
- (e) explain how the disposal complies with **section 96**; and
- (f) include a copy of any written contract for the disposal under **section 96(c)(ii)**.

115 Notice of land ceasing to be RFR land

- (1) This section applies if land contained in a computer register is to cease being RFR land because—
 - (a) the RFR landowner is to transfer the fee simple estate in the land to—
 - (i) the trustees of the Ngāti Pāhauwera Development Trust or their nominee (for example, under a contract formed under **section 100**); or
 - (ii) any other person (including the Crown or a Crown body) under **section 96(c)**; or
 - (b) the RFR landowner is to transfer or vest the fee simple estate in the land to or in a person other than the Crown or a Crown body—
 - (i) under any of **sections 105 to 111**; or
 - (ii) under **section 112(1)**.
- (2) The RFR landowner must, as early as practicable before the transfer or vesting, give the chief executive of LINZ notice that the land is to cease being RFR land.
- (3) The notice must—
 - (a) specify the legal description of the land; and
 - (b) identify the computer register that contains the land; and
 - (c) specify the details of the transfer or vesting of the land.

116 Notice requirements

- Schedule 4** applies to notices given under this subpart by or to—
- (a) an RFR landowner; or
 - (b) the trustees of the Ngāti Pāhauwera Development Trust.



*Memorials for RFR land***117 Recording memorials on computer registers for RFR land**

- (1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify the legal descriptions of, and identify the computer registers that contain,—
 - (a) the RFR land for which there is a computer register on the settlement date; and
 - (b) the RFR land for which a computer register is first created after the settlement date; and
 - (c) land for which there is a computer register that becomes RFR land after the settlement date.
- (2) The chief executive must issue a certificate, as soon as is reasonably practicable after,—
 - (a) the settlement date for RFR land, for which there is a computer register on the settlement date; or
 - (b) receiving a notice under **section 113** that a computer register has been created for the RFR land or that the land has become RFR land, for any other land.
- (3) Each certificate must state that it is issued under this section.
- (4) The chief executive must provide a copy of each certificate to the trustees of the Ngāti Pāhauwera Development Trust as soon as is reasonably practicable after issuing the certificate.
- (5) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, record on the computer register that the land described in the certificate (and contained in the computer register) is—
 - (a) RFR land as defined in **section 95**; and
 - (b) subject to this subpart (which restricts disposal, including leasing, of the land).

118 Removal of memorials when land to be transferred or vested

- (1) The chief executive of LINZ must, before registration of the transfer or vesting of land described in a notice received under **section 115**, issue to the Registrar-General a certificate that—
 - (a) specifies the legal description of the land; and

- (b) identifies the computer register that contains the land;
and
 - (c) specifies the details of the transfer or vesting of the land;
and
 - (d) states that it is issued under this section.
- (2) The chief executive must provide a copy of each certificate to the trustees of the Ngāti Pāhauwera Development Trust as soon as is reasonably practicable after issuing the certificate.
- (3) If the Registrar-General receives a certificate issued under this section, he or she must, immediately before registering the transfer or vesting described in the certificate, remove any memorial recorded under **section 117** from the computer register identified in the certificate.

119 Removal of memorials when RFR period ends

- (1) The chief executive of LINZ must, as soon as is reasonably practicable after the RFR period ends, issue to the Registrar-General a certificate that—
- (a) identifies each computer register that still has a memorial recorded on it under **section 117**; and
 - (b) states that it is issued under this section.
- (2) The chief executive must provide a copy of each certificate to the trustees of the Ngāti Pāhauwera Development Trust as soon as is reasonably practicable after issuing the certificate.
- (3) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, remove a memorial recorded under **section 117** from any computer register for the land identified in the certificate.

Subpart 5—General provisions

120 Time limits must be strictly complied with

The time limits specified in **sections 96 to 100** must be strictly complied with.

121 Waiver and variation

- (1) The trustees of the Ngāti Pāhauwera Development Trust may, by notice to an RFR landowner, waive any or all of their rights in relation to the landowner under this subpart.



- (2) The trustees of the Ngāti Pāhauwera Development Trust and an RFR landowner may agree in writing to vary or waive any of the rights each has in relation to the other under this subpart.
- (3) A waiver or agreement under this section is on the terms, and applies for the period, specified in it.

122 Disposal of Crown bodies not affected

This subpart does not limit the ability of the Crown, or a Crown body, to sell or dispose of a Crown body.

123 Trust or person that replaces Ngāti Pāhauwera Development Trust

- (1) This section applies if another trust, or a person, takes over the functions, powers, or duties of the of Ngāti Pāhauwera Development Trust.
 - (2) This subpart applies with all necessary modifications to that other trust or person as if it were the Ngāti Pāhauwera Development Trust.
-



Schedule 1

s 12

Ngāti Pāhauwera hapū

Nga hapū o Ngāti Pāhauwera

For the purposes of **section 12(1)(a)**, the hapū of Ngāti Pāhauwera are—

- (1) Ngā Uri-ō-Māmangu:
- (2) Ngāi Tāne:
- (3) Ngāi Tāpui:
- (4) Ngāi Tauira:
- (5) Ngāi Taumau:
- (6) Ngāi Te Awhā:
- (7) Ngāi Te Huki:
- (8) Ngāi Te Ngau Pātea:
- (9) Ngāi Te Rau/Rauiri:
- (10) Ngāi Te Rongo:
- (11) Ngāi Tahuāo:
- (12) Ngāi Tarapāroa:
- (13) Ngarangiaitu:
- (14) Ngāti Āo Kino:
- (15) Ngāti Heki:
- (16) Ngāti Hēouri:
- (17) Ngāti Hikapī (Ngāti Mihirau):
- (18) Ngāti Hine Kete:
- (19) Ngāti Hine Kū:
- (20) Ngāti Hine Mura:
- (21) Ngāti Hine Rākai:
- (22) Ngāti Hine Tunge:
- (23) Ngāti Hineiro:
- (24) Ngāti Hinekino:
- (25) Ngāti Hinemōkai:
- (26) Ngāti Hūatu:
- (27) Ngāti Ira:
- (28) Ngāti Irirangi:
- (29) Ngāti Iriwhata:
- (30) Ngāti Kahu-o-Te-Rangi:
- (31) Ngāti Kaihāere:
- (32) Ngāti Kaingaahi:
- (33) Ngāti Kapekape:
- (34) Ngāti Kapua Matotoru:

- (35) Ngāti Kapukapu:
- (36) Ngāti Katihe:
- (37) Ngāti Kautata (Ngāti Whakarewa):
- (38) Ngāti Kawe:
- (39) Ngāti Kopa:
- (40) Ngāti Kotihe:
- (41) Ngāti Kūkura:
- (42) Ngāti Kura/Kurahikakawa:
- (43) Ngāti Matengāhuru:
- (44) Ngāti Matewai:
- (45) Ngāti Māwete:
- (46) Ngāti Moe:
- (47) Ngāti Mouru:
- (48) Ngāti Paeahi:
- (49) Ngāti Pāhauwera:
- (50) Ngāti Paikea:
- (51) Ngāti Pari:
- (52) Ngāti Pāroa:
- (53) Ngāti Patupaku:
- (54) Ngāti Pēhi:
- (55) Ngāti Peke:
- (56) Ngāti Ponga:
- (57) Ngāti Pōporo:
- (58) Ngāti Pouanga:
- (59) Ngāti Poupou:
- (60) Ngāti Pūraro:
- (61) Ngāti Pūrua/ Popoia:
- (62) Ngāti Rāhui:
- (63) Ngāti Rangi Haere Kau:
- (64) Ngāti Ririwehi:
- (65) Ngāti Ruakohatu:
- (66) Ngāti Tahiroa:
- (67) Ngāti Tangopū:
- (68) Ngāti Taponga:
- (69) Ngāi Tātaku:
- (70) Ngāi Tātua:
- (71) Ngāti Taumau:
- (72) Ngāi Te Māha:
- (73) Ngāi Te Pānga:



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- (74) Ngāi Te Rangitakūao:
 - (75) Ngāti Hinekaraka:
 - (76) Ngāti Tuhemata:
 - (77) Ngāti Wera:
 - (78) Ngāi Tahu:
 - (79) Ngāi Te Ruatai:
 - (80) Ngāti Tauhere:
 - (81) Ngāti Hineterangi/Ngāti Hine Paia:
 - (82) Ngāi Te Ao Kapiti:
 - (83) Ngāi Te Aonui:
 - (84) Ngāti Rangitohumare:
 - (85) Ngāi Te Rūruku.
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Schedule 2

ss 21–25

Te Heru o Tūreia**Part 1****Description of site vested in fee simple**

Name of site	Description
Te Heru o Tūreia	Hawke's Bay Land District: Hastings and Wairoa District. Means the combined area of Te Heru o Tūreia Gift Area described in Part 2 and Te Heru o Tūreia (Area B) and Nakunaku described in Part 3 .

Part 2**Description of site vested in fee simple and subject to gifting**

Name of site	Description
Te Heru o Tūreia Gift Area	Hawke's Bay Land District: Hastings and Wairoa District. 1462.0900 hectares, approximately, being Part Section 1 SO 9433, Part Section 2 Block X and Parts Section 2 Block XII Waitara Survey District and Part Section 5 Block I Mohaka Survey District. Subject to survey.

Part 3**Description of sites vested in fee simple subject to conservation covenant or to be administered as historic reserve**

Name of site	Description	Encumbrances
Te Heru o Tūreia (Area B)	Hawke's Bay Land District: Hastings and Wairoa Districts. 160.0 hectares, approximately, being Part Section 1 SO 9433, Part Section 2 Block X Waitara Survey District and Part Section 2 Block XII Waitara Survey District. Part R7457 and	Subject to an unregistered grazing concession with a concession number ECHB-15287-GRA. Subject to the conservation covenant referred to in section 24(1) . Subject to an unregistered telecommunica-

Part 3—*continued*

Name of site	Description	Encumbrances
Nakunaku	Part Proclamation 539179.1. Subject to survey. Hawke's Bay Land District: Wairoa District. 52.9100 hectares, more or less, being Section 4 SO 9433. Part Proclamation 539179.1.	tions concession with a concession number ECHB-1216-CON. Subject to section 18 of the Reserves Act 1977 for the purposes of a his- toric reserve.



Schedule 3

s 26, 27–57

Other cultural redress properties**Part 1****Cultural redress properties vested in fee
simple**

Name of site	Description	Encumbrances
Takauere	Hawke's Bay Land District: Wairoa District [18.9700 hectares, more or less, being Section 1 SO 430512.] Part Computer Freehold Register HBK4/1385.	Nil.
Ononi	Hawke's Bay Land District: Wairoa District. [1.9400 hectares, more or less, be- ing Section 1 SO 430226.] Part GN570972.1.	Nil.
Te Kuta	Hawke's Bay Land District: Hast- ings District. 2 hectares, approximately, be- ing parts of Section 22 Block IX Moeangiangi Survey District. Part <i>Gazette</i> 1931 p 281. Subject to survey.	Nil.

Part 2**Cultural redress properties vested in fee
simple subject to conservation covenant**

Name of site	Description	Encumbrances
Tauwhareroa	Hawke's Bay Land District: Wairoa District. 8.9720 hectares, more or less, being Mohaka B15. All Computer Freehold Register HBL4/253.	Subject to the conserva- tion covenant referred to in section 30(3) .
Kuwatawata	Hawke's Bay Land District: Wairoa District. Up to 0.1 hectares, approxi- mately, being Part Section 4 SO 10175. Part Deed 46, Part <i>Gazette</i> 1934 p 1212 and Part GN 337680.1. Subject to survey.	Subject to the conserva- tion covenant referred to in section 31(3) .

Part 2—continued

Name of site	Description	Encumbrances
Ngākōauau (Area A)	Hawke's Bay Land District: Wairoa District. [56.9200 hectares, more or less, being Section 1 SO 431384.] Part Computer Freehold Register HBL3/257.	Subject to the right of way easement in gross referred to in section 32(3)(a) . Subject to the conservation covenant referred to in section 32(3)(b) . Subject to an unregistered vegetation management contract with Hayward Standring Ltd with a concession number WE-27447-GRA.
Paaka Te Ahu	Hawke's Bay Land District: Wairoa District. 16.1874 hectares, more or less, being Section 18 Block XII Mohaka Survey District. All GN388123.2.	Subject to the conservation covenant referred to in section 33(3) .
Bed of Lake Rotongaio	Gisborne Land District: Wairoa District. [12.4600 hectares, more or less, being Section 1 SO 430169, which excludes the Crown stratum as defined in section 27(2) .]	Subject to the conservation covenant referred to in section 34(6) .
Bed of part of Lake Rotoroa	Gisborne Land District: Wairoa District. [10.9700 hectares, more or less, being Section 1 SO 430206, which excludes the Crown stratum as defined in section 27(2) .]	Subject to the conservation covenant referred to in section 34(6) .

Part 3
Cultural redress properties vested in fee
simple and to be administered as scenic
reserves under section 19 of Reserves Act
1977

Name of site	Description	Encumbrances
Ngākōauau (Area B)	Hawke's Bay Land District: Wairoa District. [300.8000 hectares more or less, being Section 2 SO 431384.] All Com- puter Freehold Register HBL2/561, Part Com- puter Freehold Registers HBL3/257 and HBL1/942 and Part Transfer 313229.3.	Subject to section 19(1)(a) of the Reserves Act 1977 for the pur- poses of a scenic re- serve. Subject to an unregis- tered beehive permit to G L Janson with a concession number ECHB-20754-OTH.
Mangawhārangi	Hawke's Bay Land District: Wairoa District. 62.0100 hectares, more or less, being Section 2 SO 430226. Part GN570972.1.	Subject to section 19(1)(a) of the Reserves Act 1977 for the pur- poses of a scenic re- serve.
Tānga Kākāriki	Hawke's Bay Land District: Wairoa District. 108.6400 hectares, more or less, being Section 53 Block VII Mohaka Survey District. Part GN392786.1.	Subject to section 19(1)(a) of the Reserves Act 1977 for the pur- poses of a scenic re- serve. Subject to a right to con- vey water created by Transfer 525840.5.
Pūtere	Gisborne Land District: Wairoa District. 47.7529 hectares, more or less, being Section 5 Block XXIV Waiau Survey Dis- trict. Part <i>Gazette</i> 1927 p 3537.	Subject to section 19(1)(a) of the Reserves Act 1977 for the pur- poses of a scenic re- serve.

Part 4

Cultural redress property to be vested in fee
simple to be administered as local purpose
reserve under section 23 of Reserves Act
1977

Name of site	Description	Encumbrances
Raupunga Reserve	Hawke's Bay Land District: Wairoa District. 229.7602 hectares, more or less, being Section 3 Block VI Waihua Survey District. All Computer Free- hold Register HBJ1/1274.	Subject to section 23 of the Reserves Act 1977 for the purposes of a local purpose (water supply) reserve. Subject to an unregis- tered beehive permit to G L Janson with a concession number ECHB-20754-OTH.



Schedule 4

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Notices in relation to RFR land**1 Requirements for giving notice**

A notice by or to an RFR landowner, or the trustees, under **subpart 4 of Part 3** must be—

- (a) in writing and signed by—
 - (i) the person giving it; or
 - (ii) at least 2 of the trustees, in the case of a notice given by the trustees; and
- (b) addressed to the recipient at the street address, postal address, or fax number—
 - (i) specified for the trustees in accordance with the deed of settlement, in the case of a notice to the trustees; or
 - (ii) specified by the RFR landowner in an offer made under **section 97**, or specified in a later notice given to the trustees, in the case of a notice by the trustees to an RFR landowner; and
 - (iii) of the national office of LINZ, in the case of a notice given to the chief executive of LINZ under **section 113(1) or 115(2)**; and
- (c) given by—
 - (i) delivering it by hand to the recipient's street address; or
 - (ii) posting it to the recipient's postal address; or
 - (iii) faxing it to the recipient's fax number.

2 Time when notice received

- (1) A notice is to be treated as having been received—
 - (a) at the time of delivery, if delivered by hand; or
 - (b) on the second day after posting, if posted; or
 - (c) at the time of transmission, if faxed.
- (2) However, a notice is to be treated as having been received on the next business day if, under **subclause (1)**, it would be treated as having been received—
 - (a) after 5 pm on a business day; or
 - (b) on a day that is not a business day.