

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

NGĀTI TAMATERĀ

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS**

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1 NGĀTI TAMATERĀ VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL'S ACTIONS

Repanga (Cuvier) Island Nature Reserve (as shown on deed plan OTS-403-66)

Ngāti Tamaterā values

Kei wareware hoki ki te tūmatangaingai, te mana o te Takareko, o Te Mumuhau ko ngā manu kōrero, ngā manu arataki i taru tere mai ngā mātua tūpuna i Rangitawhitinui, i Rangitawhitiroa

Repanga is deeply woven into the whakapapa and identity of Ngāti Tamaterā. Likened to an outspread korowai on the tides of Te Tai Tamawahine, Repanga is a motu located about 40km off Tangiaronui a Paretauri (Port Charles) between Ahuahu (Great Mercury Island) to the south and Aotea (Great Barrier Island) to the north. It is strategically positioned to guard approaches to Hauraki and Tāmaki from the east.

Cultural sites, denoting, rituals, battles and occupation, and taonga on Repanga and its environs are of central importance to Ngāti Tamaterā.

Repanga is tapu to Ngāti Tamaterā. As the Tainui and Te Arawa canoes arrived in Hauraki from Hawaiki, as acknowledgement of their roles in safely guiding the waka to Aotearoa, they freed the sacred birds Takareko and Te Mumuhau to Repanga. With the recitation of lengthy invocations, they charged the liberated birds as sentinels to maintain their lasting vigil over all voyagers who passed that way. Since that day, tribal seafarers have always kept a wary eye on the weather patterns signalled about the island.

Several generations later and following the wars with the former inhabitants, Marutūāhu would journey to the same places as his forebears using the mauri stone named Marutūāhu to perform ururuwhenua rites asserting his and his descendant's mana and territorial rights, Mai ngā Kuri a Whārei ki Mahurangi. Ceremonies were conducted in key locations by Marutūāhu commencing on the island of Horuhoru at the sacred rocks of Tikapa. After a time, Marutūāhu arrived at Repanga and conducted ururuwhenua rites there. On completion, he left the mauri stone along with other tribal relics at a secret location on Repanga.

On the death of Marutūāhu, it was his son, Tamaterā who went to Repanga and removed the mauri of Marutūāhu and other sacred relics taking them with him as he departed for Katikati and on to Whakatāne with his daughter Te Aokuranahe. Many centuries and journeys later the mauri of Marutūāhu is now housed in the Auckland Museum at Pukekawa (Auckland Domain) under the kaitiakitanga of the descendants of Marutūāhu.

Marutūāhu is the ancestor from which Ngāti Tamaterā rights and interests in Repanga derive. The close connection to the motu of the descendants of Te Hihi, son of Tamaterā and Hineurunga and of Rongomai, the great grandson of Marutūāhu is recognised. Through inter-marriage across Hauraki, the bloodlines of Toi whenua, Te Arawa and Tainui traditions course through all the descendants of Ngāti Tamaterā today.

The historical, traditional, spiritual, cultural relationship to Repanga is of the utmost importance to Ngāti Tamaterā and needs to be recognised and enabled. As kaitiaki, Ngāti Tamaterā have a responsibility to restore, protect and manage the natural, cultural, spiritual and historic values of Repanga. Along with the cultural, spiritual and historical significance of Repanga to Ngāti

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1: NGĀTI TAMATERĀ VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL'S ACTIONS

Tamaterā, is it's important ecological and scientific values. Ngāti Tamaterā aspire to meaningful natural resource partnerships that give effect to these dual aspirations of Iwi and the Crown.

Protection principles

Recognition of, and respect for, the spiritual, cultural, customary, traditional and historical interests of Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga with Repanga.

Recognition and respect for the mana, tikanga and kaitiakitanga of Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga with Repanga.

Respect for and inclusion of Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga tikanga and kawa in the management of Repanga.

Protection of Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga wahi tupuna, wahi taonga and wahi whakahirahira at Repanga.

Respect for the presence of Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga in the management and interpretation of Repanga.

Recognition of Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga mahinga kai and the provision of cultural resources at Repanga.

Recognition of the interests of Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga in actively protecting its taonga species at Repanga.

Director-General's actions

The Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

1. The Department of Conservation will ensure that its management of Repanga maintains and enhances the ecological health of Repanga through regular monitoring, vigilance regarding biosecurity and compliance threats, and by advocating sound and sustainable environmental planning principles and processes.
2. Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about these values and the existence of the overlay classification, and the need to respect the Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga spiritual, cultural, customary, traditional and historical interests of Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga with Repanga, and the mauri of Repanga.
3. The spiritual, cultural, customary, traditional and historical interests of Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga with Repanga will be accurately portrayed in all new Department of Conservation information and educational material. Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga will be engaged with regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga information with the consent of Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga.

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4. Department staff will consult Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga, and particular regard will be had to their world views over any proposed introductions or removal of indigenous or exotic species to and from Repanga.
5. Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible.
6. Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga will be consulted and particular regard will be had to their views, including those relating to koiwi (human remains) and archaeological sites.
7. Any koiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga informed as soon as possible to enable the koiwi or taonga to be dealt with in accordance with their tikanga.
8. The Department will advise Ngāti Hei, Ngāti Maru, Ngāti Tamaterā and Ngaati Whanaunga of opportunities for input into management planning for Repanga and its immediate environs through early engagement in the Conservation Management Strategy/Conservation Management Plan processes by the relevant District or Regional Office.

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2 STATEMENTS OF ASSOCIATION (STATUTORY ACKNOWLEDGEMENT)

The statements of association of Ngāti Tamaterā are set out below. These are statements of their particular cultural, spiritual, historical, and traditional association with identified areas.

Kuaotunu property (as shown on deed plan OTS-403-69)

The name Kuaotunu means "where the whale calf was roasted" alluding to a whale stranding incident. The ancient name for the Ōtama Peninsula, of which Kuaotunu is a part, is Te Pepe o Tamateāhua translated as "the faulty incantation of Tamateāhua". Tamateāhua was a tupua. A tupua is a kaitiaki or guardian that can manifest into creatures of the waters or land, trees or stones. Tamateāhua was a kaitiaki or guardian of obsidian. Tamateāhua loved his beautiful daughter, Waitāiki and was distraught when two visiting tupua; Whatukura and Poutini, abducted her. Hatukura was the guardian spirit of pāua and Poutini personified pounamu or greenstone. Tamateāhua pursued them to this place on the cliffs above Kuaotunu and observed them making their way south. From this vantage point, Tamateāhua took up his sacred dart and began to invoke a powerful spell that would destroy Whatukura and Poutini. However due to his distraction and concern for Waitāiki, he left out part of the invocation.

Ngāti Tamaterā, particularly Te Matewaru hapū and other Marutūāhu Iwi occupied Kuaotunu. Kuaotunu had rich natural and marine resources which were utilised by Ngāti Tamaterā for many purposes including physical sustenance, building materials, personal ornamentation and fashioning tools. Natural resources and taonga species, wāhi tapu and wāhi whakahirahira are of central importance to Ngāti Tamaterā including Tahuna Torea, a wāhi tapu near the stream of that name located at Kuaotunu.

Mercury Islands (as shown on deed plan OTS-403-67)

Te Ahuahu is said to be Hawaiki for some Hauraki Iwi. Its location, in the migratory path of the humpback whale, certainly made it a place many Polynesian voyagers would have encountered on their journey through Aotearoa. It was on the neighbouring island of Repanga, 20km north of Te Ahuahu, where the leaders of the Tainui waka; and some centuries later, their descendant Marutuahu, conducted ururuwhenua rites that asserted their mana and territorial rights that applied to Te Ahuahu. Marutūāhu is the ancestor from which Ngāti Tamaterā interests in Te Ahuahu and surrounding islands derive. Through inter-marriage, the bloodlines of Toi whenua, Te Arawa, Tainui and Marutūāhu traditions course through the descendants of Ngāti Tamaterā today.

According to Ngāti Tamaterā tradition, Te Ahuahu was valued for its cultivations of several varieties of kūmara that had come from Hawaiki and whose genetic seed stock was protected on the isolated island. Ngāti Tamaterā would at times occupy the islands and prepare cultivations alongside other Marutūāhu Iwi. One unfortunate incident saw around one hundred Marutūāhu people present on Te Ahuahu tending to cultivations, hunting and gathering natural resources when an invading party killed everyone except one survivor and after the deed was done, the invading party continued south to Tauranga Moana.

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Natural resources and taonga species, wāhi tapu and wāhi whakahirahira denoting ancient rock walls for garden sites, burials, rituals, battles and occupation, tauranga waka and pā including Matai-kawau and other taonga on Te Ahuahu and its environs are of central importance to Ngāti Tamaterā.

Ōhinemuri River (and its tributaries) (as shown on deed plan OTS-403-68)

"Ko Ōhinemuri te awa, ko Ngāti Tamaterā te Iwi"

The Ōhinemuri River is of central importance to the identity and mana of Ngāti Tamaterā. Recited in whaikōrero, pepeha, waiata and haka, the Ōhinemuri River and its tributaries are highly revered taonga essential to the cultural, spiritual and physical well-being of Ngāti Tamaterā whānau, hapū and Iwi. According to Ngāti Tamaterā tradition, the Ōhinemuri River was formed from the tears of Hinemuri, a puhi from ancient times, who was disconsolate due to her father rejecting every suitor who crossed her path. Such was her deep sorrow, her tears formed the river and became known as "Te Waitangi-ō-Hinemuri" or "the weeping waters of Hinemuri".

There is a rich tapestry of settlement and use by Ngāti Tamaterā hapū who settled, held mana and exercised kaitiakitanga in the Ōhinemuri over many centuries alongside other Marutūāhu and Hauraki Iwi. The rich floodplain soils, natural resources and accessibility to clean water made the river a perfect location for Ngāti Tamaterā hapū and other Iwi, to establish over 180 many kāinga and cultivation sites. Te Kiko, Te Poporo, Tūpaea, Taharua, Tukutuku and Te Hihi, are some of the important early Ngāti Tamaterā leaders whose actions, inter-marriages and alliances served to solidify Ngāti Tamaterā rights in the Ōhinemuri. Ngāti Tamaterā consider they are part of the River, they are descended from it; their well-being is reflected by it and obligates Ngāti Tamaterā to fulfil their role as kaitiaki.

The Ōhinemuri River is imbued with stories in every feature and landscape, serving to connect Ngāti Tamaterā to the ancestors, creation and the natural world. Important taniwha and tupua of Tamaterā, Marutūāhu and Hauraki Iwi dwell in its waters. There were certain places on the River that were tapu due to the deeds of the Atua, presence of taniwha or tupua, significant events, burials or the mauri of the place where particular rituals, protocols and practices apply. Occupation of the River by Ngāti Tamaterā was due to the easy access of abundant natural resources, taonga species and fresh water. Because the main transportation route around the Ōhinemuri was the river there are also a number of traditional tauranga waka landings.

The journey and flow of the Ōhinemuri River is also a journey into the story of Ngāti Tamaterā and the symbiotic relationship that exists between the Ōhinemuri River, its tributaries and people. The Ōhinemuri River is highly valued as an important food basket. with an abundance of natural resources and taonga species such as eels, fish and wild fowl and forest birds, berries, ferns and native plants used for building materials and medicinal purposes and plants such as raupō and harakeke for weaving. Ngāti Tamaterā kāinga and cultivations tended to occur on the rich floodplains and soils of the Ōhinemuri River with eel weirs and whitebait stands constructed at key locations on the river. The quantity and quality of kai, waka and whare, tools, weaponry and personal ornaments and new technologies developed to reside in the river environment, enhanced Ngāti Tamaterā mana and well-being.

The river was a vital and efficient means of communication and transportation enabling easy access for trade with the interior and other Ngāti Tamaterā land holdings at Tāmaki, Waikawau and Moehau. It was easy access and passage for Ngāti Tamaterā and Marutūāhu war parties travelling

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south on expeditions. Ngāti Tamaterā were skilled at navigating the many bends and turns of the Ōhinemuri River and the strong tidal changes where it meets the Waihou river. The strategic location and accessibility and its abundance of natural resources and good soils, made the confluence of the Ōhinemuri River and the Waihou River attractive to Ngāti Tamaterā hapū as demonstrated by the several important pā and kāinga and wāhi tapu that exist at this location.

The Ōhinemuri River and its tributaries twist and turn over a 28km length from its source north of Waihihī to its confluence with the Waihou River. The river is marked by changing features, from sheer bluffs, rapids to serene pools and gentle flows, narrow to wide channels.

The source of the Ōhinemuri River is located north of Waihihī, where the Mataura and Homunga streams merge. According to Ngāti Tamaterā tradition, the name Waihihi, alludes to a deed of Kahumatamomoe who tapped his staff on the slopes of Oeopu pā near Homunga, causing an underground spring to fountain from the ground to which he took a hollow reed to drink the spring water making a slurping sound. The name of Waihihi relates to the source of the Ōhinemuri River and its importance as a kāinga settlement of Ngāti Tamaterā and other Hauraki Iwi.

There were several pā and cultivation sites of Ngāti Tamaterā inextricably dependent on the river and this has led to wahi tapu and wahi whakahirahira along the Ōhinemuri River including Mataora pā, Pūkewa whose slopes contained tribal dead, Oeopu pā and Whitikareo pā, and Ōtāwhiwhi. The importance of the river in the life of Ngāti Tamaterā meant that several key battles with invading parties took place on the river where Ngāti Tamaterā lived including several bitter encounters with invading parties. There was a subsequent stand-off at Tawhitireia which culminated in the final defeat of the invading parties. Due to the high quality soils adjacent to the river, Ngāti Tamaterā tupuna laid out extensive cultivations. These were cultivations that Te Hihi, Te Kiko, Te Poporo, Tūpaea and generations after them such as Tarāia, Tukukino and Te Moananui used to sustain Ngāti Tamaterā people and to stock up for war excursions south.

The Ōhinemuri River moves through Waihihī heading south winds around Motukeo; the Ngāti Koi Reserve, before heading west into the Karangahake Gorge. Journeying west the Ōhinemuri River deepens and divides Te Paeroa-o-Toi-te-huatahi from the Kaimai Mamaku ranges as it enters the Karangahake Gorge. This recalls Toi and his journey up the river in search for his grandson, Whātonga. The tributaries of the Ōhinemuri River were also important to Ngāti Tamaterā. Ōwhāroa Falls was valued by Ngāti Tamaterā as a place suitable for the landing of waka. At this location, a waka could be drawn alongside the riverbank at the right height so that everyone could disembark simultaneously to continue their journey on foot. Another tributary, the Wai-te-kauri River was highly fertile and valued for the nearby natural resources including magnificent stands of Kauri stood which were reknown as a place where birds, rats and fern roots were plentiful.

Waikino was a kāinga settlement of Ngāti Tamaterā which sat alongside the Ōhinemuri River and the name denoted the harmful quality of the water at this place in times of flood when passage through the gorge becomes dangerous. According to Ngāti Tamaterā tradition, Waikino was also the name of one of the taniwha that lived in the denizen pool at this location.

Going westward to Karangahake mountain where pahū or wooden gongs were positioned on a chain of hill sentinels above the river and its tributaries where fires were lit and pahū sounded as a means to alert and forewarn the approach of enemies. The largest tributary of the Ōhinemuri River is the Waitāwheta River which means "writhing waters". The Waitāwheta River is a culturally significant river to Ngāti Tamaterā forming part of the ancient internal war trails along the Waitāwheta and the Ōhinemuri River employed by Ngāti Tamaterā, Marutūāhu Iwi and other Hauraki Iwi in their sojourns.

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The were Ngāti Tamaterā pā and kāinga which drew resources and sustenance from the Ōhinemuri River at Te Kahakaha at the base of the sacred Puketawa mountain. It was in the cavernous denizen of the Ōhinemuri River at this location where a taniwha lived, which, according to Ngāti Tamaterā traditions, was thought to be the infamous Ureia. It is said that Ureia fell in love with a young daughter of the Chief of the pā and was so devastated when she left that the taniwha left for the open sea never to return.

Ngāti Tamaterā leader, Kahuwihitiki, the mother of Te Poporo and namesake of Ngati Kahuwihitiki hapū from whom important rangatira such as Tarāia and Tukukino descend, was amongst those who benefited from the river while living at Te Kahakaha. Kahuwihitiki was killed there in one of the many skirmishes with other iwi, and there is a wāhi tapu near Te Kahakaha where the dead of Ngāti Tamaterā are buried in remembrance.

Emerging out of the Karangahake Gorge, the river meanders over the floodplains known as "Te Moananui" beneath the sacred pā and maunga of Tapuariki. This pā kāinga belonged to Ngāti Tawhaki hapū and their chief, Te Moananui. The river around this flood plain area was regarded by Ngāti Tamaterā as a place that would look like it was covered in water when the morning mist clung to the low lying floodplains naming them Rotokohu or "lake of mist". Such was the abundance of natural resources in this floodplain area that large settlements were established, including the lands where Ngāti Tamaterā leader, Rihitoto Mataia was to established Taharua marae for her hapū. The pā kāinga where Te Pai o Hauraki marae is situate and was built in the 1830s at Moehau by Ngāti Pare and Ngāti Tawhaki hapū of Ngāti Tamaterā and transported to its resting place on the banks of the Ōhinemuri river at Papatūroa, a focal point of Ngāti Tamaterā affairs.

The next pa kainga that depended on the natural resources of the river and drew sustenance from it was Kawhitiwhiti and the fortress pā of Raupa and pā kainga of Waiwhau and Ōpitau all situated strategically at the confluence of the Ōhinemuri and Waihou River. Built on flat land and surrounded on three sides by water within a highly fertile area, Raupa was densely populated and lay at a critical point of access to the Coromandel and the north and to the interior to the south and west. For centuries, the river has held a central and important role in the lives of Ngāti Tamaterā tupuna such as Te Hikamate, the head chief at Raupa in 1820 and his predecessors who drew sustenance from the river before him including Te Hihi, Te Poporo, Te Kiko, Tūpaea, Taharua, Tukutuku. The river also provided spiritual sustenance such as the burial ground of Ngāti Tamaterā at Raupa which is the resting place of many of these significant leaders of Ngāti Tamaterā.

Raupa was a highly ordered pā that used the natural defence qualities of the river well. Intimes of threat, stakes were driven across the Ōhinemuri River complementing ditches and parapets on the land side as a means to impede predicted attacks from Tauranga in the south and invading parties from the north.

The cultural significance of the Ōhinemuri river in the life of Ngāti Tamaterā meant that most important pa of Ngāti Tamaterā were situated on the river which meant Ngāti Tamaterā were constantly subject to threats of attack and key battles were fought on its banks. Raupa was attacked in 1820 by an invading Iwi from the north armed with muskets which Ngāti Tamaterā successfully repelled. In 1821, the famous battle of Tōtara Pātōok place and saw many Ngāti Tamaterā move inland to safety. However in the 1830s, Raupā, due to its proximity to the abundant resources of the river, continued to be used intensively for cultivation purposes for sustenance and growing trade with new settlers.

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Whangapoua conservation area (part Aotea Conservation Park) (as shown on deed plan OTS-403-70)

Whangapoua on Aotea holds an important place in Ngāti Tamaterā identity, traditions and history. An enclosed bay where the shellfish known as *poua* was once known to flourish. Ngāti Tamaterā and all Marutūāhu Iwi have deep ancestral connections to Whangapoua. Marutūāhu and his descendants are the ancestors from which Ngāti Tamaterā rights and interests in Aotea derive. Ngāti Tamaterā, and in particular, Te Matewaru hapū and Te Patutatahi hapū are acknowledged in relation to Aotea. Whangapoua was permanently and seasonally occupied by Ngāti Tamaterā and Marutūāhu Iwi at different points in time over the centuries, and was a favoured location to maintain cultivations, carry out seasonal mutton-birding activities, gathering abundant forest resources and fishing and the gathering of shellfish on traditional fishing grounds of Marutūāhu Iwi on Aotea, at Whangapoua and in Tikapa Moana.

Rangitawhiri, Whangaparapara, Kaikoura, Wairahi, Whangapoua, Harataonga and Rakitu are some of the places of cultural significance to Ngāti Tamaterā on Aotea. A battle that took place at Okaharoa (Fletcher's Bay) preceding the death of Te Maunu, was important in confirming Ngāti Tamaterā and Marutūāhu rights on Aotea.

Ancient burial grounds of Marutūāhu are located at Whangapoua and Harataonga. In 1827, on the death of Te Maunu and his young son Ngāhua near traditional hāpuka fishing grounds by a visiting invading party from the North, the widow of Te Maunu, Kahukākā, composed a lament and turned to Te Rohu, head chief of Ngāti Tamaterā to avenge his murder. Not long after, Te Rohu gathered a war party headed by key Marutūāhu leaders and camped at Poihakena in preparation. According to Ngāti Tamaterā tradition, on seeing the fires of Te Rohu along the beach at Poihakena, the invading party, paddled their thirteen canoes across the channel and attacked Te Rohu and other Marutūāhu leaders including Te Hōreta, Taipari and Te Rauroha. By daylight the invading war party was severely defeated with only one of their thirteen canoes escaping.

In 1838, another invading war party descended on Aotea. An urgent request was sent to the Marutūāhu tribes to help. A war party of about 200 Marutūāhu warriors led by Te Hōreta arrived on Aotea, and defeated the invading party and there was a great loss of lives on both sides. Ngāti Tamaterā and Marutūāhu leaders are buried at Whangapoua, including Te Rohu of Ngāti Tamaterā and Marutūāhu. Whangapoua is a wāhi tapu of great cultural significance to Ngāti Tamaterā and Marutūāhu Iwi.

Paritū (being Fantail Bay Recreation Reserve) (as shown on deed plan OTS-403-71)

"Kai ai ia te wahine nei". Nā te kaha o tāna i kai ai, i makere te katoa o ngā para kōwhatu ki te paritū o te maunga.

Paritū is a very sacred place and inter-connected to Ngāti Tamaterā whānau, hapū, Iwi identity and wellbeing. According to Ngāti Tamaterā and Marutūāhu traditions, Paritū, part of Moehau, was shaped and hewn in ancient times when Moehau only had one single peak. It was then, a ngārara known as Poutama burst forth from the fire filled interior of the mountain bringing with him a woman named Paretaura. Paretaura had been taken by Poutama against the wishes of her people who were in hot pursuit. Once at the peak of Moehau the mists enclosed and concealed them both as they looked for a place to rest. The summit was uncomfortable and the wind bitterly cold. Poutama brought out his greenstone adze and cleaved the peak splitting it into two and chiselling a hollow place between the peaks for a bed hence the name Te Moenga i haua e

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1: NGĀTI TAMATERĀ VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL'S ACTIONS

Poutama. That night, Poutama co-habited with Paretaura and so violent and energetic was their coupling that the large rocks created went tumbling down the steep sides of the mountain to form the visible outcrops.

Paretaura was greatly loved by her people as she was the guardian spirit of a rare type of rock used in the fashioning of their tools and implements. The granite-like rock called Paritū tonalite is only found at Paritū. According to Ngāti Tamaterā tradition it was used as a hammer stone in the fashioning of implements and tools. Semi-precious stones such as quartz, garnet and tourmaline were also formed around Paritū and the western slope of the mountain also has its own unique geology which aligns to Ngāti Tamaterā traditions.

Ngā Tūrehu, the first inhabitants of Moehau that are fairy like beings in human form with light skin and fair hair reknown as expert netmakers who dwell along the mountain streams and in the darkened forests and summit mists of Moehau. According to Ngāti Tamaterā tradition, in ancient times they had developed skills in hunting and fishing which were later adopted by ordinary people. It was near Paritū where Kahu an ordinary man, gained the knowledge of weaving nets from Ngā Tūrehu. Ngāti Tamaterā co-existed with Ngā Tūrehu at the same time treating them with cautious respect.

Wāhi tapu and wāhi whakahirahira at Paritu are of central importance to Ngāti Tamaterā. Encircling the mountain, including at Paritū, were thriving permanent and seasonal settlements of Ngāti Tamaterā and other Marutūāhu lwi supported by extensive cultivations, abundant forest resources and access to the plentiful fishing grounds and reefs of Tikapa Moana and its islands. These natural resources and taonga species were valued for other qualities such as trading, fashioning tools and personal ornamentation, whakairo and building materials, medicinal and healing properties or for their spiritual value.

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DOCUMENTS

3 STATEMENT OF ASSOCIATION (TĀMAKI MAKĀURAU MAUNGA)

The statements of association of Ngāti Tamaterā are set out below. These are statements of their particular cultural, spiritual, historical, and traditional association with identified areas.

Maungauika

[statement of association to be inserted before this deed is signed]

Rarotonga

[statement of association to be inserted before this deed is signed]

Maungakiekie

[statement of association to be inserted before this deed is signed]

Maungarei

[statement of association to be inserted before this deed is signed]

Maungawhau

[statement of association to be inserted before this deed is signed]

Mount St John

[statement of association to be inserted before this deed is signed]

Ohinerau

[statement of association to be inserted before this deed is signed]

Ohuiarangi

[statement of association to be inserted before this deed is signed]

Otahuhu

[statement of association to be inserted before this deed is signed]

Takarunga

[statement of association to be inserted before this deed is signed]

DOCUMENTS

4 STATEMENTS OF ASSOCIATION

The statements of association of Ngāti Tamaterā are set out below. These are statements of their spiritual, cultural, historical and traditional association with, and values in relation to, identified areas.

Moehau

[statement of association to be inserted before this deed is signed]

Waikawau

[statement of association to be inserted before this deed is signed]

Motukorea (Browns Island)

[statement of association to be inserted before this deed is signed]

Hauraki Gulf / Tikapa Moana

[statement of association to be inserted before this deed is signed]

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5 DEED OF RECOGNITION

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

1 INTRODUCTION

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –
- 1.1.1 Ngāti Tamaterā (the **settling group**); and
 - 1.1.2 the trustees of the Ngāti Tamaterā Treaty Settlement Trust (the **governance entity**).
- 1.2 In the deed of settlement, the settling group made a statement of the settling group's particular cultural, spiritual, historical, and traditional association with the Whangapoua Conservation Area (Aotea) (as shown on deed plan [**number**] (the statutory area).
- 1.3 That statement of association is –
- 1.3.1 in the documents schedule to the deed of settlement; and
 - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statement of association in the [Ngāti Tamaterā Claims Settlement Act [**year**]], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

- 2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to the statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in the statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the **identified activities**):
- 2.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977;
 - 2.2.2 preparing a national park management plan under the National Parks Act 1980;
 - 2.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to the statutory area that is not a river for any of the following purposes:
 - (a) to identify and protect wildlife or indigenous plants:


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DOCUMENTS

5: DEED OF RECOGNITION

- (b) to eradicate pests, weeds, or introduced species:
 - (c) to assess current and future visitor activities:
 - (d) to identify the appropriate number and type of concessions:
- 2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage the statutory area that is a river:
- 2.2.5 locating or constructing structures, signs, or tracks.
- 2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

3 LIMITS

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

4 TERMINATION

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

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5: DEED OF RECOGNITION

5 NOTICES

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

Partnerships Manager,
Department of Conservation – Te Papa Atawhai,
National Office
18-32 Manners Street
PO Box 10420
Wellington 6143

6 AMENDMENT

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

7 NO ASSIGNMENT

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

8 DEFINITIONS

- 8.1 In this deed –

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

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

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

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

governance entity means the trustees of the Ngāti Tamaterā Treaty Settlement Trust, as defined in the deed of settlement; and

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

Minister means the Minister of Conservation; and

settling group and **Ngāti Tamaterā** have the meaning given to “Ngāti Tamaterā” by the deed of settlement; and

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

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5: DEED OF RECOGNITION

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

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

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

9 INTERPRETATION

9.1 The provisions of this clause apply to this deed's interpretation, unless the context requires a different interpretation.

9.2 Headings do not affect the interpretation.

9.3 A term defined by –

9.3.1 this deed has that meaning; and

9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meanings where used in this deed.

9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.

9.8 A reference to –

9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and

9.8.2 legislation means that legislation as amended, consolidated, or substituted.

9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

DOCUMENTS

5: DEED OF RECOGNITION

SIGNED as a deed on *[date]*

SIGNED for and on behalf of
THE CROWN by –

The Minister of Conservation in the
presence of –

WITNESS

Name:

Occupation:

Address:

The Director-General of Conservation
in the presence of –

WITNESS

Name:

Occupation:

Address:


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Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

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5: DEED OF RECOGNITION

Schedule

Copy of Statement of Association

Whangapoua Conservation Area (Part Aotea Conservation Park) (as shown on deed plan
OTS-403-70)

[statement of association]

[Copy of statement of association will be included in the final deed of recognition]

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Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

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6 PROTOCOLS


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Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

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6: PROTOCOLS: TAONGA TŪTURU PROTOCOL

6.1 Taonga Tūturu Protocol



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6: PROTOCOLS: TAONGA TŪTURU PROTOCOL

TAONGA TŪTURU PROTOCOL: A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH NGĀTI TAMATERĀ ON SPECIFIED ISSUES

1 INTRODUCTION

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

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6: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- 1.4 The purpose of the Protected Objects Act 1975 ("the Act") is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.
- 1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input, into matters set out in clause 1.1, as set out in clauses 5 to 11 of this Protocol.

2 PROTOCOL AREA

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

3 TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section 118 of the Ngāti Tamaterā Claims Settlement Act [*date*] ("the Settlement Legislation") that implements the Ngāti Tamaterā Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

4 IMPLEMENTATION AND COMMUNICATION

- 4.1 The Chief Executive will maintain effective communication with the governance entity by:
 - 4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;
 - 4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;
 - 4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;
 - 4.1.4 meeting with the governance entity to review the implementation of this Protocol if requested by either party;
 - 4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol and of the obligations of the Chief Executive under it;
 - 4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
 - 4.1.7 including a copy of the Protocol with the governance entity on the Ministry's website.

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6: PROTOCOLS: TAONGA TŪTURU PROTOCOL

5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT

General

5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the governance entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:

5.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Tamaterā origin found anywhere else in New Zealand;

5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Tamaterā origin found anywhere else in New Zealand;

5.1.3 notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Tamaterā origin found anywhere else in New Zealand;

5.1.4 notify the governance entity in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Tamaterā origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and

5.1.5 notify the governance entity in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Tamaterā origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Ownership of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Tamaterā origin found elsewhere in New Zealand

5.2 If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Tamaterā origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

5.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Tamaterā origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

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6: PROTOCOLS: TAONGA TŪTURU PROTOCOL

Custody of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Tamaterā origin found elsewhere in New Zealand

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

Export Applications

- 5.6 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of Ngāti Tamaterā origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 5.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Ngāti Tamaterā origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of the Chief Executive's decision.

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

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

7 EFFECTS ON NGĀTI TAMATERĀ INTERESTS IN THE PROTOCOL AREA

- 7.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Ngāti Tamaterā interests in the Protocol Area.
- 7.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Ngāti Tamaterā interests in the Protocol Area.

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6: PROTOCOLS: TAONGA TŪTURU PROTOCOL

7.3 Notwithstanding clause 7.1 and 7.2 above the Chief Executive and governance entity shall meet to discuss Ngāti Tamaterā interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

8 REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

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

9 BOARD APPOINTMENTS

9.1 The Chief Executive shall:

9.1.1 notify the governance entity of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;

9.1.2 add the governance entity's nominees onto Manatū Taonga/Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and

9.1.3 notify the governance entity of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

10 NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

10.1 The Chief Executive shall seek and consider the views of the governance entity on any proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to Ngāti Tamaterā interests in the Protocol Area. For the avoidance of any doubt, this does not include normal maintenance or cleaning.

10.2 Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the governance entity, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

11 HISTORY PUBLICATIONS

11.1 The Chief Executive shall:

11.1.1 upon commencement of this protocol provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relates substantially to Ngāti Tamaterā; and

11.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Ngāti Tamaterā:

(a) from an early stage;

(b) throughout the process of undertaking the work; and

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6: PROTOCOLS: TAONGA TŪTURU PROTOCOL

(c) before making the final decision on the material of a publication.

11.2 It is accepted that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by the governance entity, is entitled to make the final decision on the material of the historical publication.

12 PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

12.1 Where the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngāti Tamaterā within the Protocol Area, the Chief Executive will make a contribution subject to prior mutual agreement, to the costs of undertaking such practices.

12.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services relating to cultural advice, historical and commemorative services sought by the Chief Executive.

12.3 The procurement by the Chief Executive of any such services set out in clause 12.1 and 12.2 is subject to the Government Rules of Sourcing by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

13 CONSULTATION

13.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:

13.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;

13.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

13.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;

13.1.4 ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and

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

14 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

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


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6: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- 14.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;
- 14.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and
- 14.1.3 report back to the governance entity on the outcome of any such consultation.

15 DEFINITIONS

15.1 In this Protocol:

Chief Executive means the Chief Executive of Manatū Taonga also known as the Ministry for Culture and Heritage and includes any authorised employee of Manatū Taonga also known as the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive.

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

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

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

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

governance entity has the meaning given to it in the Deed of Settlement.

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

Ngāti Tamaterā has the meaning set out in clause 10.5 of the Deed of Settlement.

Protocol means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol.

Taonga Tūturu has the same meaning as in section 2 of the Act and means an object that –

- (a) relates to Māori culture, history, or society; and
- (b) was, or appears to have been, –
 - (i) manufactured or modified in New Zealand by Māori; or

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6: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- (ii) brought into New Zealand by Māori; or
- (iii) used by Māori; and
- (c) is more than 50 years old.

ISSUED on

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Chief Executive of the Ministry for Culture and Heritage:

WITNESS

Name:

Occupation:

Address:



Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

6: PROTOCOLS: TAONGA TŪTURU PROTOCOL

ATTACHMENT A: THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA

[The Protocol Area map will be inserted prior to the signing of this deed of settlement and following completion of overlapping claims]


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6: PROTOCOLS: TAONGA TŪTURU PROTOCOL

ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

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

1. Amendment and cancellation

1.1 The Minister may amend or cancel this Protocol, but only after consulting with the governance entity and having particular regard to its views (section 118(3)).

2. Limits

2.1 This Protocol does not –

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

(a) introducing legislation; or

(b) changing government policy; or

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

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Ngāti Tamaterā (section 119(b) and (c)); or

2.1.3 grant, create, or evidence an estate or interest in, or rights relating to, taonga tūturu.

3. Breach

3.1 Subject to the Crown Proceedings Act 1950, the governance entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 120).

3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.41)

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

6: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

6.2 Primary Industries Protocol

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

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6: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

Ministry for Primary Industries
Manatū Ahu Matua



**THE PRIMARY INDUSTRIES PROTOCOL WITH
NGĀTI TAMATERĀ**

**Issued by
the Minister for Primary Industries**

A handwritten signature in black ink, located in the bottom right corner of the page.

DOCUMENTS

6: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

PART ONE - RELATIONSHIP

PURPOSE

1. The purpose of this Primary Industries Protocol (the "**Protocol**") is to set out how Ngāti Tamaterā, the Minister for Primary Industries (the "**Minister**") and the Director-General of the Ministry for Primary Industries (the "**Director-General**") will establish and maintain a positive, co-operative and enduring relationship.

CONTEXT

2. The Protocol should be read in a manner that best furthers the purpose of the Ngāti Tamaterā Deed of Settlement (the "**Deed of Settlement**").
3. The Protocol is a living document that should be updated to take account of the relationship between the parties, future developments and additional relationship opportunities.

PRINCIPLES UNDERLYING THE PROTOCOL

4. The Ministry and Ngāti Tamaterā are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to the Protocol. The relationship created by the Protocol is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve over time the outcomes sought by both.
5. The parties recognise that to successfully implement the Protocol, the parties will need to work in partnership and in the spirit of collaboration.
6. The parties also acknowledge the principles below and their importance to successfully achieve the purpose of the Protocol. These relationship principles provide that the Ministry and Ngāti Tamaterā will:
 - a. work in a spirit of co-operation;
 - b. ensure early engagement on issues of known mutual interest;
 - c. operate on a 'no surprises' approach;
 - d. acknowledge that the relationship is evolving, not prescribed;
 - e. respect the independence of the parties and their individual mandates, roles and responsibilities; and
 - f. recognise and acknowledge that both parties benefit from working together by sharing their vision, knowledge and expertise.
7. The Minister and the Director-General have certain functions, powers and duties in terms of legislation that they are responsible for administering. With the intention of creating a relationship that achieves, over time, the policies and outcomes sought by both Ngāti Tamaterā and the Ministry. The Protocol sets out how the Minister,

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Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in the Protocol. In accordance with the Protocol, the Governance Entity will have the opportunity for input into the policy and planning processes relating to matters set out in the Protocol.

8. The Ministry will have particular regard to the Statement of Pare Hauraki World View when exercising functions under the Fisheries Act 1996, the Forests Act 1949 and the Biosecurity Act 1993.
9. The Ministry will advise the Governance Entity whenever it proposes to consult with a hapū of Ngāti Tamaterā or with another iwi or hapū with interests inside the Protocol Area on matters that could affect the interests of Ngāti Tamaterā.

PART TWO - SCOPE AND INTERPRETATION

SCOPE

10. The Protocol applies to agriculture (agriculture includes animal welfare and horticulture), forestry, fisheries, biosecurity and food safety portfolios administered by the Ministry for Primary Industries (the “**Ministry**”).
11. The Protocol does not cover processes regarding the allocation of aquaculture space, or the Treaty settlement processes established for assets held by the Ministry’s Crown Forestry unit.
12. The Ministry is required to provide for the utilisation of fisheries resources while ensuring sustainability, to meet Te Tiriti o Waitangi/the Treaty of Waitangi and international obligations, to enable efficient resource use and to ensure the integrity of fisheries management systems.
13. In addition to the requirements of clause 8, the Statement of Pare Hauraki World View will be given particular regard through the programmes and processes set out in this Protocol.
14. The Protocol applies to the Ngāti Tamaterā area of interest as noted and described in the attached map (**Attachment A**).

DEFINITIONS AND INTERPRETATION

15. In the Protocol:
 - a. “**Protocol**” means a statement in writing, issued by the Crown through the Minister to the Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;
 - b. “**Protocol Area**” means the land area as noted in the attached map at Attachment A, together with the adjacent waters;
 - c. “**Crown**” means The Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by, the terms of the Deed to participate in any aspect of the redress under the Deed;

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6: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

- d. “**Fisheries Legislation**” means the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Fisheries Act 1983 and the Fisheries Act 1996, and any regulations made under the Fisheries Act 1983 and the Fisheries Act 1996;
- e. “**Governance Entity**” and the “**trustees**” means the trustees of the Ngāti Tamaterā Treaty Settlement Trust;
- f. “**iwi of Hauraki**” means the iwi referred to in clause 26 of this Protocol;
- g. “**Pare Hauraki Collective Redress Deed**” has the meaning given to it in the Deed of Settlement; and
- h. “**the parties**” means the trustees of the Ngāti Tamaterā Treaty Settlement Trust, the Minister for Primary Industries (acting on behalf of the Crown), and the Director-General of the Ministry for Primary Industries (acting on behalf of the Ministry for Primary Industries).

TERMS OF ISSUE

- 16. The Protocol is issued pursuant to section 118 of the [Ngāti Tamaterā Claims Settlement Act *[date]*] (the “**Settlement Legislation**”) and clause [insert clause number] of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.

PART THREE - FISHERIES

- 17. The Minister and the Director-General of the Ministry have certain functions, powers and duties in terms of the Fisheries Legislation. With the intention of creating a relationship that achieves, over time, the policies and outcomes sought by both Ngāti Tamaterā and the Ministry.
- 18. The Protocol sets out how the Minister, Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in the Protocol. In accordance with the Protocol, the Governance Entity will have the opportunity for input into the policy and planning processes relating to matters set out in the Protocol.
- 19. This Protocol must be read subject to the summary of the terms of issue set out in **Attachment B**.

INPUT INTO AND PARTICIPATION INTO THE MINISTRY'S NATIONAL FISHERIES PLANS

- 20. The Ministry's national fisheries plans will reflect the high level goals and outcomes for fisheries. The plans will guide annual identification of the measures (which may include catch limits, research, planning and compliance services) required to meet these goals and outcomes.
- 21. There are five National Fisheries Plans, which relate to:
 - a. inshore fisheries;

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6: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

- b. shellfish;
 - c. freshwater fisheries;
 - d. highly migratory fisheries; and
 - e. deepwater fisheries.
22. The National Fisheries Plans are implemented through an Annual Review Report and Annual Operational Plan.
23. The Annual Review Report presents information on:
- a. the current status of fisheries relative to the performance measures recorded in the National Fisheries Plans; and
 - b. the extent of the delivery of previous and existing services and management actions.
24. The Annual Review Report is developed through engagement with tāngata whenua about what future services are required to meet agreed objectives, address gaps in performance and meet tāngata whenua interests, including research, compliance and special permits. The Ministry will engage with the parties to produce the Annual Review Report.
25. The Annual Operational Plan will record the future services agreed through the Annual Review Report process to be delivered to fisheries for the next financial year (1 July - 30 June). The demand for services is often greater than can be provided by the Ministry. The Ministry undertakes a prioritisation of proposed services to address competing interests.
26. The Ministry will provide for the input and participation of the twelve iwi of Hauraki, Ngai Tai ki Tāmaki, Ngāti Hei, Hako, Ngāti Porou ki Hauraki, Ngāti Pukenga, Ngāti Tara Tokanui, Ngāti Rāhiri Tumutumu, Ngāti Tamaterā, Ngaati Whanaunga, Ngāti Maru, Ngāti Paoa and Te Patukirikiri which includes Ngāti Tamaterā, into national fisheries plans through iwi forum fisheries plans. Iwi forum fisheries plans allow the Ministry to engage and involve iwi in fisheries management activities and national fisheries planning.

IWI FORUM FISHERIES PLANS

27. The twelve iwi of Hauraki collectively will have input into the relevant forum fisheries plan. The plan will incorporate:
- a. the objectives of the iwi of Hauraki for the management of their customary, commercial, recreational, and environmental interests;
 - b. views of the iwi of Hauraki on what constitutes the exercise of kaitiakitanga within the Protocol Area;
 - c. how the iwi of Hauraki will participate in fisheries planning and management; and

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- d. how the customary, commercial, and recreational fishing interests of forum members will be managed in an integrated way.
28. The iwi of Hauraki, which includes Ngāti Tamaterā, will have the opportunity to jointly develop an iwi fisheries plan that will inform the content of the relevant forum fisheries plan.
29. Any person exercising functions, powers and duties under sections 12 to 14 of the Fisheries Act 1996 will have particular regard to forum plans interpretation of kaitiakitanga (see section 12(1)(b) of the Fisheries Act 1996).

MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

30. The Ministry, with available resources, undertakes to provide the Governance Entity with such information and assistance as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include, but is not limited to:
- a. discussions with the Ministry on the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within the Protocol Area; and
- b. making available existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Protocol Area.

RĀHUI

31. The Ministry recognises that rāhui is a traditional use and management practice of Ngāti Tamaterā and supports their rights to place traditional rāhui over their customary fisheries.
32. The Ministry and the Governance Entity acknowledge that a traditional rāhui placed by the Governance Entity over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice. The Governance Entity undertakes to inform the Ministry of the placing and the lifting of a rāhui by Ngāti Tamaterā over their customary fisheries, and also the reasons for the rāhui.
33. The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rāhui has been applied, to the extent that such groups exist, of the placing and the lifting of a rāhui by Ngāti Tamaterā over their customary fisheries, in a manner consistent with the understandings outlined in clause 31 of this Protocol.
34. As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by Ngāti Tamaterā over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

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6: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

PROVISION OF FISHERIES SERVICES AND RESEARCH

35. Each party acknowledges that there is potential for the other to provide services to, or conduct research for, the other.
36. Ngāti Tamaterā input and participation into Ministry fisheries services and research will occur through Ngāti Tamaterā input and participation into the Ministry's national fisheries plans.

PART FOUR – STRATEGIC PARTNERSHIPS

INFORMATION SHARING AND COLLABORATION

37. The Governance Entity and the Ministry will use reasonable endeavours to exchange and share relevant information of mutual benefit, subject to the provisions of the Settlement Legislation, any other enactment, and the general law.
38. For the purpose of carrying out its function, the Governance Entity may make a reasonable request of the Ministry to:
 - a. provide information or advice to the Governance Entity requested by the Governance Entity, but only on matters relating to fisheries, agriculture (agriculture includes animal welfare and horticulture), forestry, food safety and biosecurity; and/or
 - b. provide a Ministry representative to attend a meeting with the Governance Entity.
39. In respect of the above requests for information or advice:
 - a. where reasonably practicable, the Ministry will provide the information or advice; and
 - b. in deciding whether it is reasonably practicable to provide the information or advice, the Ministry will have regard to any relevant consideration, including:
 - i. whether, where a request has been made under the Official Information Act 1982, or the Local Government Official Information and Meetings Act 1987, there are permitted reasons for withholding the information;
 - ii. whether making the information available would contravene the provisions of an enactment; and
 - iii. the time and cost involved in researching, collating and providing the information or advice; and
 - iv. whether making the information available would put at risk any of the Ministry's wider stakeholder relationships.
40. In respect of requests for the Ministry to attend a meeting with the Governance Entity:
 - a. only where reasonably practicable, the Ministry will comply with the request;

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- b. the Ministry will determine the appropriate representative to attend any meeting; and
- c. in deciding whether it is reasonably practicable to comply with the request, the Ministry may have regard to any relevant consideration, including:
 - i. the number and frequency of such requests the management agency has received from the Governance Entity;
 - ii. the time and place of the meeting and the adequacy of notice given; and
 - iii. the time and cost involved in complying with the request.

JOINT WORK PROGRAMMES

- 41. If agreed to by both parties, the Ministry and the Governance Entity, will work together to develop and implement joint work programmes on matters relating to fisheries, agriculture (agriculture includes animal welfare and horticulture), forestry, food safety and biosecurity.
- 42. The work programme/s must be beneficial to both parties, must align with the parties objectives and priorities relating to the primary sector, and be based on agreed-to terms of delivery.

PROVISION OF SERVICE AND RESEARCH RELATING TO AGRICULTURE, FORESTRY, FOOD SAFETY AND BIOSECURITY

- 43. Each party acknowledges that there is potential for the other to provide services to, or conduct research for, the other.
- 44. Where the Ministry undertakes or contracts for services or research relating to agriculture (agriculture includes animal welfare and horticulture), forestry, food safety or biosecurity, and where the Ministry considers it to have a direct impact on the Protocol area, the Ministry will:
 - a. notify the Governance Entity of its intention to do so and provide the Governance Entity with an opportunity to be involved in the planning for services or research, as appropriate;
 - b. where applicable, invite the Governance Entity to provide a representative to be a member of the tender evaluation panel, subject to the Ministry's conflict of interest policy;
 - c. advise the Governance Entity of the provider it has chosen;
 - d. require any research provider to engage with the Governance Entity; and
 - e. provide the Governance Entity with the results of that research, as appropriate.

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CONSULTATION

45. Where the Ministry is required to consult in relation to the Protocol, the principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- a. ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
 - b. providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
 - c. ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation;
 - d. ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation; and
 - e. where the Ministry has consulted with the Governance Entity in relation to this Protocol, the Ministry will report back to the Governance Entity, either in person or in writing, on the decision made as a result of any such consultation.

PART FIVE – IMPLEMENTATION

MAINTAINING THE RELATIONSHIP

46. Each party will identify a senior representative to oversee the implementation of the Protocol. The senior representatives will be the key point of contact for any matters relating to the Protocol, and will be responsible for ensuring the outcomes and deliverables of the Protocol are monitored, and achieved.
47. Where elements of the Protocol may not be achievable, the parties will communicate this as soon as possible and work towards a common understanding of the issues and a positive way forward for both parties to achieve the outcomes of the Protocol.
48. Representatives of the parties will meet as required, and as agreed to by both parties.

ESCALATION OF MATTERS

49. If one party considers that there has been a breach of the Protocol then that party may give notice to the other that they are in dispute.
50. As soon as possible, upon receipt of the notice referred to in clause 49, the Ministry and the Governance Entity representative(s) will meet to work in good faith to resolve the issue.



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6: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

51. If the dispute has not been resolved within 45 working days despite the process outlined in clauses 49 and 50 having been followed, the Ministry and Governance Entity may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.

REVIEW AND AMENDMENT

52. The parties agree that this Protocol is a living document which should be updated and adapted to take account of any future developments and relationship opportunities.
53. The parties may only vary this or terminate this Protocol by agreement in writing.



Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

6: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

ISSUED on []

SIGNED for and on behalf of)
THE SOVEREIGN in right of New Zealand)
by the Minister for Primary Industries)

WITNESS

Name:

Occupation:

Address:

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

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ATTACHMENT A: PROTOCOL AREA

[The Protocol Area map will be inserted prior to the signing of this deed of settlement and following completion of overlapping claims]



DOCUMENTS

6: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

ATTACHMENT B: SUMMARY OF TERMS OF ISSUE

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

1 Amendment and cancellation

- 1.1 The Minister may amend or cancel this Protocol, but only after consulting with the Governance Entity and having particular regard to its views (section 118(3)).

2 Noting

- 2.1 A summary of the terms of this Protocol must be noted in the fisheries plans affecting the Protocol Area, but the noting -

2.1.1 is for the purpose of public notice only; and

2.1.2 does not amend the fisheries plans for the purposes of the Fisheries Act 1996 (section 121(2)).

3 Limits

- 3.1 This Protocol does not:

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

(a) introducing legislation; or

(b) changing government policy; or

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

3.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Ngāti Tamaterā (section 119(b) and (c)); or

3.1.3 grant, create, or evidence an estate or interest in, or rights relating to, assets or property rights (including in relation to fish, aquatic life, or seaweed) under -

(a) the Fisheries Act 1996; or

(b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or

(c) the Maori Commercial Aquaculture Claims Settlement Act 2004; or

(d) the Maori Fisheries Act 2004 (section 121(3)).

DOCUMENTS

6: PROTOCOLS: PRIMARY INDUSTRIES PROTOCOL

4 **Breach**

- 4.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 120).
- 4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.41).

DOCUMENTS

7 ENCUMBRANCES

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Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.1: RIGHT OF WAY EASEMENT FOR PĀUHU

7.1 Right of Way Easement for Pāuhu

Handwritten signature and initials

The terms of the easement document are largely agreed. Only exceptional clauses will be negotiated and agreed between Chair of the Hauraki Collective, Director of the Office of Treaty Settlements and Deputy Director-General Strategy and People of the Department of Conservation prior to ratification of the Ngāti Tamaterā deed of settlement.

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

[the trustees of the Ngāti Tamaterā Treaty Settlement Trust]

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this

day of

20

ATTESTATION:

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

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

SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	[That area coloured red on deed plan OTS-403-32 (the easement area will be generally 5 metres wide) Subject to survey.] The Easement Area	[Section [] on SO [] (formerly Part Section 2 Block 1 Colville Survey District) Subject to survey.] The Grantor's Land	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

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

[Handwritten Signature]
[Handwritten Initials]

Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right for the Grantee its employees or contractors to proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms) and dogs to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on the Fantail Bay Recreation Reserve or the Moehau Tupuna Maunga Reserve.
- 1.3 The right of way includes—
- 1.3.1 the right to repair and maintain the existing recreation tracks and access vehicle track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - 1.3.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track; and
 - 1.3.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land; and
 - 1.3.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.

2 General rights

- 2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of the Grantee under this easement or interfere with the efficient operation of the Easement Area.
- 2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of the Grantor under this easement or interfere with the efficient operation of the Easement Area.

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

[Handwritten signatures]

Easement Instrument	Dated:	Page of pages
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- 2.3 The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other public body that has responsibility for managing public access, species management, or the monitoring and control of pests on land that is part of the Fantail Bay Recreation Reserve or the Moehau Tupuna Maunga Reserve.

3 Repair, maintenance, and costs

- 3.1 The Grantee is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.
- 3.2 If the Grantee (or grantees if more than one) and the Grantor share the use of the track then each of them is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for their use.
- 3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.
- 3.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.
- 3.5 The Grantor must repair at its cost all damage caused to the track through its negligence or improper actions.

4 Rights of entry

- 4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld but may be given subject to any reasonable conditions —
- 4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
- 4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and
- 4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.
- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

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

[Handwritten signatures]

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

5 Default

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

5.1.1 the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:

5.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may —

(a) meet the obligation; and

(b) for that purpose, enter the Grantor's Land:

5.1.3 the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

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

6.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and

6.1.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

6.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties) —

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

Easement Instrument	Dated:	Page of pages
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- (a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
- (b) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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



Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.2: RIGHT OF WAY EASEMENT FOR Ō-KAHAROA KI WAENGANUI SITES A AND B

7.2 Right of Way Easement for Ō-kaharoa ki waenganui sites A and B

The terms of the easement document are largely agreed. Only exceptional clauses will be negotiated and agreed between Chair of the Hauraki Collective, Director of the Office of Treaty Settlements and Deputy Director-General Strategy and People of the Department of Conservation prior to ratification of the Ngāti Tamaterā deed of settlement.

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

[the trustees of the Ngāti Tamaterā Treaty Settlement Trust]

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this

day of

20

ATTESTATION:

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

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

SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	[The area coloured red on deed plan OTS-403-33 (the easement area will be generally 5 metres wide) Subject to survey.] The Easement Area	[Section [] on SO [] (formerly Part Section 26 Block II Colville Survey District) Subject to survey.] [Section [] on SO [] (formerly Part Section 26 Block II Colville Survey District) Subject to survey.] The Grantor's Land	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

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

Handwritten initials and a symbol resembling a stylized 'Z' or 'E'.

Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right for the Grantee its employees or contractors to proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms) and dogs to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on adjoining land.
- 1.3 The right of way includes—
- 1.3.1 the right to repair and maintain the existing recreation tracks and access vehicle track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
- 1.3.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track; and
- 1.3.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land; and
- 1.3.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.

2 General rights

- 2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of the Grantee under this easement or interfere with the efficient operation of the Easement Area.
- 2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of the Grantor under this easement or interfere with the efficient operation of the Easement Area.

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

WCS
R

Easement Instrument	Dated:	Page of pages
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2.3 The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other public body that has responsibility for managing public access, species management, or the monitoring and control of pests on land that is part of the [Okaharoa Ma Raki Reserve].

3 Repair, maintenance, and costs

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

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

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

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

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

4 Rights of entry

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

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

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

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

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

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

Handwritten initials and signature

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

5 Default

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

5.1.1 the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:

5.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may —

(a) meet the obligation; and

(b) for that purpose, enter the Grantor's Land:

5.1.3 the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

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

CLB

R

Easement Instrument	Dated:	Page of pages
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6 Disputes

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

6.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and

6.1.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

6.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties) —

(a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and

(b) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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

EW

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.3: WALKWAY EASEMENT FOR COROMANDEL WALKWAY

7.3 Walkway Easement for Coromandel walkway

Landonline e-dealing Form B (Easement Instrument)

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

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

[the trustees of the Ngāti Tamaterā Settlement Trust]

Grantee

New Zealand Walking Access Commission

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule 1

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Walkway under the Walking Access Act 2008	[The area coloured grey on Map 3 in part 4 Attachments (the easement area will be generally 5 metres wide) Subject to survey.]	[Section [] on SO [] (formerly Part Section 42 Block II Colville Survey District) Subject to survey.]	In gross
	[The area coloured grey on deed plan OTS-403-33 (the easement area will be generally 5 metres wide) Subject to survey.]	[Section [] on SO [] (formerly Part Section 26 Block II Colville Survey District) Subject to survey.]	

	[The area coloured grey on deed plan OTS-403-34 (the easement area will be generally 5 metres wide) Subject to survey.]	[Section [] on SO [] (formerly Part Section 42 Block II Colville Survey District) Subject to survey.]	
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Handwritten signature or initials

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

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

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

The implied rights and powers are hereby ~~[varied]~~~~[negated]~~ [added to] or ~~[substituted]~~ by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

the provisions set out in Annexure Schedule 1

Covenant provisions

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

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

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule _____]~~

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

It is hereby agreed and declared that

Subject to the grant created by this instrument the Grantors and its, his or her heirs or assigns may continue to exercise all of the rights of a registered proprietor over the land subject to the right.

Rights, Powers and Remedies

Walkway

1. The right of way easement in gross created by this instrument expresses a grant to the New Zealand Walking Access Commission for use as a walkway under the Walking Access Act 2008 of a right of way in gross on foot only to permit any member of the public to pass and repass and perform any activity that is reasonably incidental to that of passing and repassing over the land subject to the right.
2. Subject to any special easement terms below under clause 5, the rights powers and remedies which apply to the above grant are specified in the Walking Access Act 2008 and prevail if, and to the extent that, they are inconsistent with the covenants implied by s90D of the Land Transfer Act 1952.
3. "Grantee" shall mean the New Zealand Walking Access Commission ("the Commission"), and includes any Controlling Authority of this easement appointed by the Commission for the purposes of the Walking Access Act 2008 and the agents, employees, contractors, tenants, licensees, and other invitees of either the Commission or the Controlling Authority respectively.
4. Clause 12 of Schedule 4 to the Land Transfer Regulations 2002 must be read subject to the above definition of "Grantee" so that liability for damage arising from entering and doing work on the walkway or other land specified in that clause falls on either the Commission or the Controlling Authority as may be appropriate.

Special Easement Terms

5. The standard easement terms contained above must be read subject to any special easement terms set out below.
6. The Grantor and the Grantee also agree that bicycles may be used on the walkway.

Agreement

This instrument is the entire agreement of the grantors and grantee.

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.4: RIGHT OF WAY EASEMENT FOR Ō-KAHAROA-MĀ-WHITI AND WHAKAANGI SITE A

**7.4 Right of Way Easement for Ō-kaharoa-mā-whiti and Whakaangi
site A**



The terms of the easement document are largely agreed. Only exceptional clauses will be negotiated and agreed between Chair of the Hauraki Collective, Director of the Office of Treaty Settlements and Deputy Director-General Strategy and People of the Department of Conservation prior to ratification of the Ngāti Tamaterā deed of settlement.

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

[the trustees of the Ngāti Tamaterā Treaty Settlement Trust]

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this

day of

20

ATTESTATION:

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

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

Handwritten initials

Easement Instrument	Dated:	Page of pages
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<p>Signed on behalf of Her Majesty the Queen by</p> <p>acting under a delegation from the Minister of Conservation</p> <p>_____</p> <p>Signature of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p>_____</p> <p><i>Signature of Witness</i></p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p>
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Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee

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

SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	<p>[The area coloured purple on Map 3 in part 4 of the Attachments (the easement area will be generally 5 metres wide) Subject to survey.]</p> <p>[The area coloured [] on [] (the easement area will generally be 5 metres wide) Subject to survey.]</p> <p>The ROW Easement Area</p>	<p>[Section [] on SO [] (formerly Part Section 42 Block II Colville Survey District)) Subject to survey.]</p> <p>[Section [] on SO [] (formerly Part Section 42 Block II Colville Survey District. Subject to survey.]</p> <p>The Grantor's Land</p>	In gross
Right of access to maintain, repair, replace and remove improvements	<p>[Marked green and labelled Poley Hut on Map 3 in part 4 of the Attachments. (Subject to survey)]</p> <p>The Poley Hut Easement Area</p>	<p>[Section [] on SO [] (formerly Part Section 42 Block II Colville Survey District) Subject to survey.]</p> <p>The Grantor's Land</p>	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

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

Easement Instrument	Dated:	Page of pages
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Background

- A. The Grantor is the registered proprietor of the land that is contained in computer freehold register [] created under section [] of the [] Claims Settlement Act [] ("the Act").
- B. The parties acknowledge and agree that the Grantee owns the Poley Hut located within the Poley Hut Easement Area on the Grantor's Land.
- C. The parties acknowledge and agree that the Poley Hut is held for historic purposes and is not used for accommodation.
- D. The Grantor has agreed to grant to the Grantee an easement right to access the Poley Hut Easement Area to maintain, repair, replace or remove the Poley Hut on the terms and conditions set out in this Instrument.
- E. The Grantor has agreed to grant the Grantee a right of way easement over and along the ROW Easement Area and on the terms and conditions set out in this Instrument.
- F. The parties have entered into this Instrument to record the arrangements between them.

RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the ROW Easement Area and to inspect, maintain, repair, replace and remove the Poley Hut on the Grantor's Land.
- 1.2 The right of way includes the right for the public as the Grantee's invitees to go over and along the ROW Easement Area on foot or by bicycle and when the Grantee wishes to carry out work to develop, improve or maintain the ROW Easement Area or undertake conservation activities on adjoining land administered by the Grantee, then the Grantee its employees or contractors may proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms) and dogs to carry out the work.
- 1.3 The right of way includes—
- 1.3.1 the right to repair and maintain the existing recreation tracks and access vehicle track ("the track") on the ROW Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
- 1.3.2 the right to have the ROW Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track; and

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

R. Clark

Easement Instrument	Dated:	Page of pages
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1.3.3 the right for the Grantee to improve the ROW Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land; and

1.3.4 the right for the Grantee to erect and display notices on the ROW Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.

1.4 The right of way does not confer on the public the right to camp on or otherwise occupy the ROW Easement Area or the Poley Hut Easement Area without the consent of the Grantor.

1.5 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the ROW Easement Area or the Poley Hut Easement Area without the consent of the Grantor.

1.6 No firearm or other weapon may be carried or discharged on the ROW Easement Area or the Poley Hut Easement Area without the consent of the Grantor.

1.7 The public may not light any fires or deposit any rubbish or other materials on the ROW Easement Area or the Poley Hut Easement Area.

2 General rights

2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of the Grantee under this easement or interfere with the efficient operation of the ROW Easement Area or the Poley Hut Easement Area.

2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of the Grantor under this easement or interfere with the efficient operation of the ROW Easement Area or the Poley Hut Easement Area.

2.3 The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other public body.

3 Repair, maintenance, and costs

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

3.2 If the Grantee (or grantees if more than one) and the Grantor share the use of the track then each of them is responsible for arranging the repair and maintenance of the track on

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

Easement Instrument	Dated:	Page of pages
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the ROW Easement Area and for the associated costs, so as to keep the track to a standard suitable for their use.

- 3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.
- 3.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.
- 3.5 The Grantor must repair at its cost all damage caused to the track through its negligence or improper actions.

4 Right of Access to Maintain, Repair, Replace and Remove

- 4.1 The Grantor grants to the Grantee a right to maintain, repair, replace and remove the Poley Hut on the Grantor's Land on the terms and conditions set out in this Instrument.
- 4.2 The Grantee also has the right to enter onto the Grantor's Land and any other parts of the servient tenement as are reasonable, on foot or with or without vehicles, plant and equipment at any time, for the purposes of allowing the Grantee to exercise any of the rights granted under this Instrument including inspecting, maintaining, repairing, replacing or removing Poley Hut.

5 Rights of entry

- 5.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld but may be given subject to any reasonable conditions —
- 5.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
- 5.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and
- 5.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.
- 5.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 5.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

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

Handwritten signature/initials

Easement Instrument	Dated:	Page of pages
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- 5.4 The Grantee must ensure that all work is completed promptly.
- 5.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
- 5.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

6 Default

- 6.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—
- 6.1.1 the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
- 6.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may —
- (a) meet the obligation; and
- (b) for that purpose, enter the Grantor's Land:
- 6.1.3 the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

7 Disputes

- 7.1 If a dispute in relation to this easement arises between the Grantor and Grantee —
- 7.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- 7.1.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

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

4 WBA

Easement Instrument	Dated:	Page of pages
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7.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties) —

- (a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
- (b) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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

FLS

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.5: RIGHT TO STORE AND CONVEY WATER EASEMENT FOR WHAKAANGI

7.5 Right to Store and Convey Water Easement for Whakaangi



The terms of the easement document are largely agreed. Only exceptional clauses will be negotiated and agreed between Chair of the Hauraki Collective, Director of the Office of Treaty Settlements and Deputy Director-General Strategy and People of the Department of Conservation prior to ratification of the Ngāti Tamaterā deed of settlement.

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

North Auckland

Grantor

Surname must be underlined

[trustees of the Ngāti Tamaterā Treaty Settlement Trust]

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this

day of

20

ATTESTATION:

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

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

R. L. B.

SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right to store and convey water	[The area marked blue on deed plan OTS-403-36 (the easement area will be generally 5 metres wide) Subject to survey.] The Easement Area	[Section [] on SO (formerly Part Section 42 Block II Colville Survey District) Subject to survey.]	[Section [] on SO [] Subject to survey.]

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

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

R. [unclear]

Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Right to convey water

- 1.1 Easement facility in relation to this right to convey water means pipes, pumps, pump sheds, storage tanks, water purifying equipment, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution.
- 1.2 A right to convey water includes the right for the Grantee only to store, take and convey water in free and unimpeded flow from the source of supply or point of entry through the easement facility and over the servient tenement to the dominant tenement.
- 1.3 The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
- 1.4 The easement facility referred to in clause 1.1 is the easement facility laid or to be laid along the stipulated course or stipulated area.
- 1.5 The Grantor must not do and must not allow to be done anything on the Servient Tenement that may cause the purity or flow of water in the water supply system to be diminished or polluted.

2 General rights

- 2.1 All the easements referred to in this schedule include—
 - (a) the right to use any easement facility already situated on the stipulated area or course for the purpose of the easement granted; and
 - (b) if no suitable easement facility exists, the right to lay, install, and construct an easement facility reasonably required by the Grantee (including the right to excavate land for the purpose of that construction).
- 2.2 The Grantor must not do and must not allow to be done on the Servient Tenement anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the easement facility.
- 2.3 Except as provided in this easement the Grantee must not do and must not allow to be done on the Servient Tenement anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.
- 2.4 The Grantee may transfer or otherwise assign this easement.

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

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Easement Instrument	Dated:	Page of	pages
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3 Repair, maintenance, and costs

- 3.1 The Grantee is responsible for arranging the repair and maintenance of the easement facility, and for the associated costs, so as to keep the facility in good order and to prevent it from becoming a danger or nuisance.
- 3.4 The Grantor or Grantee must promptly carry out at that party's sole cost any repair and maintenance of the easement facility that is attributable solely to an act or omission by that party.

4 Rights of entry

- 4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —
- 4.1.1 enter upon the Servient Tenement by a reasonable route and with all necessary tools, vehicles, and equipment; and
- 4.1.2 remain on the Servient Tenement for a reasonable time for the sole purpose of completing the necessary work; and
- 4.1.3 leave any vehicles or equipment on the Servient Tenement for a reasonable time if work is proceeding.
- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Servient Tenement or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage done to the Servient Tenement by restoring the surface of the land as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Servient Tenement.

5 Application for Resource Consents

- 5.1 The Grantee may from time to time to apply for any resource consents and any other statutory consents required for the purposes of the exercise of any of the Grantee's rights under this easement in the same manner as if it were a registered proprietor of the Servient Tenement provided that it shall at the time of making the relevant application forward a

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

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Easement Instrument	Dated:	Page of pages
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copy to the Grantor and the Grantor shall provide, upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of cooperation. Where any relevant application would not result in the Grantee obtaining any additional rights or powers over and above those held by it pursuant to its existing resource consents or other statutory consents or the provisions of this easement then the Grantor must not lodge any objection to such application.

6 Equipment Property of Grantee

- 6.1 The equipment constructed or installed by the Grantee on the Servient Tenement shall remain the property of the Grantee and may at any time be removed by it provided that any damage caused by such removal shall immediately be remedied by the Grantee at its cost. If within six months after the date when written notice of such damage is provided to the Grantee it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, remedy all or any of the damage and recover costs for this from the Grantee.

5 Default

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

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

6 Disputes

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

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

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[Handwritten signature]

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

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

R. W. B.

DOCUMENTS

7.6: RIGHT OF WAY EASEMENT TYPE A FOR WHAKAANGI

7.6 Right of Way Easement Type A for Whakaangi



The terms of the easement document are largely agreed. Only exceptional clauses will be negotiated and agreed between Chair of the Hauraki Collective, Director of the Office of Treaty Settlements and Deputy Director-General Strategy and People of the Department of Conservation prior to ratification of the Ngāti Tamaterā deed of settlement.

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

[the trustees of the Ngāti Tamaterā Treaty Settlement Trust]

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this

day of

20

ATTESTATION:

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

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

Handwritten initials and signature.

SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	[The area coloured purple on deed plan OTS-403-36 (the easement area will be generally 5 metres wide) Subject to survey.] The Easement Area	[Section [] on SO [] (formerly Part Section 42 Block II Colville Survey District) Subject to survey.] The Grantor's Land	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

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

Handwritten initials/signature

Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right for the Grantee its employees or contractors to proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms) and dogs to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on [Stony Bay Site A] or the Moehau Tupuna Maunga Reserve.
- 1.3 The right of way includes—
- 1.3.1 the right to repair and maintain the existing recreation tracks and access vehicle track (“the track”) on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - 1.3.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track; and
 - 1.3.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor’s use and management of the Grantor’s Land; and
 - 1.3.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor’s consent, which must not be unreasonably withheld, on the Grantor’s Land.

2 General rights

- 2.1 The Grantor must not do and must not allow to be done on the Grantor’s Land anything that may interfere with or restrict the rights of the Grantee under this easement or interfere with the efficient operation of the Easement Area.
- 2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor’s Land anything that may interfere with or restrict the rights of the Grantor under this easement or interfere with the efficient operation of the Easement Area.

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

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Easement Instrument	Dated:	Page of pages
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2.3 The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other public body that has responsibility for managing public access species management, or the monitoring and control of pests on [Stony Bay Site A] or land that is part of the Moehau Tupuna Maunga Reserve.

3 Repair, maintenance, and costs

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

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

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

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

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

4 Rights of entry

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

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

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

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

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

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

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

5 Default

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

5.1.1 the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:

5.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may —

(a) meet the obligation; and

(b) for that purpose, enter the Grantor's Land:

5.1.3 the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

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

6.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and

6.1.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

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

P. [Signature]

Easement Instrument	Dated:	Page of pages
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6.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties) —

- (a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
- (b) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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

8
LMB

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.7: RIGHT OF WAY EASEMENT TYPE B FOR WHAKAANGI

7.7 Right of Way Easement Type B for Whakaangi

Handwritten signature and initials in the bottom right corner of the page.

The terms of the easement document are largely agreed. Only exceptional clauses will be negotiated and agreed between Chair of the Hauraki Collective, Director of the Office of Treaty Settlements and Deputy Director-General Strategy and People of the Department of Conservation prior to ratification of the Ngāti Tamaterā deed of settlement.

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

[the trustees of the Ngāti Tamaterā Settlement Trust]

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this

day of

20

ATTESTATION:

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

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

Handwritten initials and signatures, including a large 'S4' and other illegible marks.

Easement Instrument	Dated:	Page of pages
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<p>Signed on behalf of Her Majesty the Queen by</p> <p>acting under a delegation from the Minister of Conservation</p> <p>_____</p> <p>Signature of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p>_____</p> <p><i>Signature of Witness</i></p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p>
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Certified correct for the purposes of the Land Transfer Act 1952

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Solicitor for the Grantee

<p>All signing parties and either their witnesses or solicitors must sign or initial in this box.</p> <p> </p>

P. [unclear]

SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	[The area coloured red on deed plan OTS-403-36 (the easement area will be generally 5 metres wide) Subject to survey.] The Easement Area	[Section [] on SO [] (formerly Part Section 42 Block II Colville Survey District) Subject to survey.] The Grantor's Land	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

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

Handwritten signature/initials

Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot or by bicycle and when the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on adjoining land administered by the Grantee, then the Grantee its employees or contractors may proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms) and dogs to carry out the work.
- 1.3 The right of way includes—
- 1.3.1 the right to repair and maintain the existing recreation tracks and access vehicle track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - 1.3.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track; and
 - 1.3.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land; and
 - 1.3.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.
- 1.4 The right of way does not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.
- 1.5 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.6 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

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

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Easement Instrument	Dated:	Page of pages
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1.7 The public may not light any fires or deposit any rubbish or other materials on the Easement Area.

2 General rights

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

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

2.3 The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other public body.

3 Repair, maintenance, and costs

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

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

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

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

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

4 Rights of entry

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

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

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

Handwritten initials/signature

Easement Instrument	Dated:	Page of pages
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4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

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

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

4.4 The Grantee must ensure that all work is completed promptly.

4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.

4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

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

5.1.1 the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:

5.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may —

(a) meet the obligation; and

(b) for that purpose, enter the Grantor's Land:

5.1.3 the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

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

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CLP

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

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

PK

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.8: RIGHT OF WAY EASEMENT FOR Ō-KAHU-TAI

7.8 Right of Way Easement for Ō-kahu-tai

Handwritten signature and initials in the bottom right corner of the page.

The terms of the easement document are largely agreed. Only exceptional clauses will be negotiated and agreed between Chair of the Hauraki Collective, Director of the Office of Treaty Settlements and Deputy Director-General Strategy and People of the Department of Conservation prior to ratification of the Ngāti Tamaterā deed of settlement.

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

[the trustees of the Ngāti Tamaterā Treaty Settlement Trust]

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this

day of

20

ATTESTATION:

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

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

[Handwritten signature]

SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	[The area coloured red on deed plan OTS-403-38 (the easement area will be generally 5 metres wide) Subject to survey.] The Easement Area	[Section [] on SO [] (formerly Part Section 38 Block 1 Harataunga Survey District) Subject to survey.] The Grantor's Land	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

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

Easement Instrument	Dated:	Page of	pages
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RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right for the Grantee its employees or contractors to proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms) and dogs to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on [the Sandy Bay Recreation Reserve] or the Moehau Tupuna Maunga Reserve.
- 1.3 The right of way includes—
- 1.3.1 the right to repair and maintain the existing recreation tracks and access vehicle track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - 1.3.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track; and
 - 1.3.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land; and
 - 1.3.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.

2 General rights

- 2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of the Grantee under this easement or interfere with the efficient operation of the Easement Area.
- 2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of the Grantor under this easement or interfere with the efficient operation of the Easement Area.

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

WNA

Easement Instrument	Dated:	Page of pages
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2.3 The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other public body that has responsibility for managing public access, species management, or the monitoring and control of pests on land that is part of the [Sandy Bay Recreation Reserve] or the Moehau Tupuna Maunga Reserve.

3 Repair, maintenance, and costs

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

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

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

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

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

4 Rights of entry

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

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

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

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

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

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

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

5 Default

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

5.1.1 the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:

5.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may —

(a) meet the obligation; and

(b) for that purpose, enter the Grantor's Land:

5.1.3 the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

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

F. [Signature]

Easement Instrument	Dated:	Page of pages
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6 Disputes

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

6.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and

6.1.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

6.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties) —

(a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and

(b) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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

[Handwritten initials]

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.9: RESTRICTIVE COVENANT FOR Ō-KAHAROA KI WAENGANUI SITE A

7.9 Restrictive Covenant for Ō-kaharoa ki waenganui site A



[this is the same document as the initialled document at part 7.28 of this documents schedule]

[Handwritten signature]

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.10: RIGHT TO CONVEY WATER EASEMENT FOR THE WAIKANAĒ PROPERTY

**7.10 Right to Convey Water Easement for the
Waikanae property**

The terms of the easement document are largely agreed. Only exceptional clauses will be negotiated and agreed between Chair of the Hauraki Collective, Director of the Office of Treaty Settlements and Deputy Director-General Strategy and People of the Department of Conservation prior to ratification of the Ngāti Tamaterā deed of settlement.

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

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

Grantee

Surname must be underlined

[the trustees of the Ngāti Tamaterā Treaty Settlement Trust]

Grant of easement

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

Dated this

day of

20

ATTESTATION:

<p>Signed on behalf of Her Majesty the Queen by</p> <p>acting under a delegation from the Minister of Conservation</p> <p>_____ Signature of Grantor</p>	<p>Signed in my presence by the Grantor</p> <p>_____ Signature of Witness</p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p>
--	---

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

[Handwritten initials]

Easement Instrument	Dated:	Page of pages
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<hr/> Signature of Grantee	Signed in my presence by the Grantee:
	<hr/> <i>Signature of Witness</i>
	Witness Name:
	Occupation:
	Address:

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

R
C/100

Easement Instrument	Dated:	Page of	pages
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Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee

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

[Handwritten Signature]

[Handwritten mark]

SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right to convey water	[The area coloured [] on [](the easement area will be generally 5 metres wide) Subject to survey.] The Easement Area	[Section [] on SO [] Subject to survey.]	[Section [] on SO [] Subject to survey.] [Part Matamataharakeke Reserve B]

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

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

[Handwritten signature/initials]

Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Right to convey water

- 1.1 Easement facility in relation to this right to convey water means pipes, pumps, pump sheds, storage tanks, water purifying equipment, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution.
- 1.2 A right to convey water includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights to take and convey water in free and unimpeded flow from the source of supply or point of entry through the easement facility and over the servient tenement to the dominant tenement.
- 1.3 The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
- 1.4 The easement facility referred to in clause 1.1 is the easement facility laid or to be laid along the stipulated course or stipulated area.
- 1.5 The Grantor must not do and must not allow to be done anything on the Servient Tenement that may cause the purity or flow of water in the water supply system to be diminished or polluted.

2 General rights

- 2.1 All the easements referred to in this schedule include—
 - (a) the right to use any easement facility already situated on the stipulated area or course for the purpose of the easement granted; and
 - (b) if no suitable easement facility exists, the right to lay, install, and construct an easement facility reasonably required by the Grantee (including the right to excavate land for the purpose of that construction).
- 2.2 The Grantor must not do and must not allow to be done on the Servient Tenement anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the easement facility.
- 2.3 Except as provided in this easement the Grantee must not do and must not allow to be done on the Servient Tenement anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.
- 2.4 The Grantee may transfer or otherwise assign this easement.

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

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WFB

Easement Instrument	Dated:	Page of pages
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3 Repair, maintenance, and costs

- 3.1 If the Grantee has exclusive use of the easement facility, the Grantee is responsible for arranging the repair and maintenance of the easement facility, and for the associated costs, so as to keep the facility in good order and to prevent it from becoming a danger or nuisance.
- 3.2 If the Grantee and the Grantor share the use of the easement facility, each of them is responsible equally for the repair and maintenance of the easement facility, and for the associated costs, for the purposes set out in clause 3.1.
- 3.3 The parties responsible for maintenance under clause 3.1 or clause 3.2 or clause 3.5 (as the case may be) must meet any associated requirements of the relevant local authority.
- 3.4 The Grantor or Grantee must promptly carry out at that party's sole cost any repair and maintenance of the easement facility that is attributable solely to an act or omission by that party.
- 3.5 However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the Grantor or Grantee,—
- (a) that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
- (b) the balance of those costs is payable in accordance with clause 3.2.
- 3.6 The costs of any electric power used for the conveyance of water must be apportioned between users of the water in proportion to their usage of the water.

4 Rights of entry

- 4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —
- 4.1.1 enter upon the Servient Tenement by a reasonable route and with all necessary tools, vehicles, and equipment; and
- 4.1.2 remain on the Servient Tenement for a reasonable time for the sole purpose of completing the necessary work; and
- 4.1.3 leave any vehicles or equipment on the Servient Tenement for a reasonable time if work is proceeding.

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

[Handwritten initials]
[Handwritten signature]

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

5 Application for Resource Consents

- 5.1 The Grantee may from time to time to apply for any resource consents and any other statutory consents required for the purposes of the exercise of any of the Grantee's rights under this easement in the same manner as if it were a registered proprietor of the Servient Tenement provided that it shall at the time of making the relevant application forward a copy to the Grantor and the Grantor shall provide, upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of cooperation. Where any relevant application would not result in the Grantee obtaining any additional rights or powers over and above those held by it pursuant to its existing resource consents or other statutory consents or the provisions of this easement then the Grantor must not lodge any objection to such application.

6 Equipment Property of Grantee

- 6.1 The equipment constructed or installed by the Grantee on the Servient Tenement shall remain the property of the Grantee and may at any time be removed by it provided that any damage caused by such removal shall immediately be remedied by the Grantee at its cost. If within six months after the date when written notice of such damage is provided to the Grantee it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, remedy all or any of the damage and recover costs for this from the Grantee.

5 Default

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

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7

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

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Easement Instrument	Dated:	Page of pages
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working days from service of the notice of default, the other party may meet the obligation:

- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the Servient Tenement:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

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

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

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

[Handwritten initials]

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.11: CONSERVATION COVENANT FOR TE MAUNGA MAU-PAKI

7.11 Conservation Covenant for Te Maunga Mau-paki

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TE MAUNGA MAU-PAKI CONSERVATION COVENANT

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

THIS DEED of COVENANT is made this day of

BETWEEN NGĀTI TAMATERĀ TREATY SETTLEMENT 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 (both the Conservation Values and the Reserve Values are referred to as the Land's Values).
- B. Management of the Land's Values requires some restrictions on the Owner's use of the Land without the Minister's consent and the enabling of the Minister to undertake certain activities on the Land.
- B. The Owner is the registered proprietor of the Land described in Schedule 1 as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [] and implemented by the Ngāti Tamaterā Settlement Act [].
- C. The parties to the Deed of Settlement agree the Land's Values 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 Land's 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.

CLB


1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"Conservation and Reserve Values" means the preservation and protection of natural, landscape and historic resources including Conservation and Reserve 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.

"Director-General" means the Director-General of Conservation.

"Fence" includes a gate.

"Land's Values" means the Conservation and Reserve values specified in Schedule 1.

"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.

"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.

1.1.1 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.

1.1.2 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

1.1.3 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 to preserve and protect the Land's Values;

2.1.2 to provide, subject to section 4 and Schedule 3 of this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3 IMPLEMENTATION OF OBJECTIVES

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 and Schedule 3, felling, removal or damage of any tree, shrub or other plant;
 - 3.1.3 subject to Schedule 3, the planting of any species of exotic tree, shrub or other plant, or any other plant not endemic to and not sourced from the location in which the Land is situated;
 - 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 subject to Schedule 3, 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 degradation of the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other watercourse in or on the Land;
 - 3.1.10 any other activity which might have a more than minor adverse effect on the Land's 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; and
 - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 Subject to the Owner having no obligation to do anything to improve the land beyond its condition at the date of this Covenant, the Owner must take all reasonable steps to maintain the Land, including:
- 3.2.1 eradicating or controlling all weeds and pests on the Land to the extent required by any statute; and, in particular, complying with the provisions of, and any notices given under, the Biosecurity Act 1993 and in so doing the Owner may undertake minor clearance of vegetation;
 - 3.2.2 co-operating 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 keeping the Land free from exotic tree species;
 - 3.2.4 keeping 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, granting 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 keeping all existing Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2; and
- 3.2.7 complying with all requisite statutes, regulations and bylaws in relation to the Land.

4 PUBLIC ACCESS

- 4.1 Subject to Schedule 3, the Owner must, subject to this Covenant, permit the public to enter upon the Land for non-commercial purposes without the consent of the Owner provided the public:
 - 4.1.1 only access the Land by foot;
 - 4.1.2 do not take firearms or animals on the Land; and
 - 4.1.3 do not camp on the Land.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 5.1 The Minister must:
 - 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant;
 - 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.

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.

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8 OBLIGATIONS ON DISPOSAL 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 Trespass Act

- 10.1.1 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.
- 10.1.2 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.

10.2 Reserves Act

- 10.2.1 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.

10.3 Registration

- 10.3.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

10.4 Acceptance of Covenant

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

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.

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 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, by facsimile or by electronic mail addressed to the receiving party at the address, facsimile number or electronic mail address set out in Schedule 2.
- 13.2 A notice given in accordance with clause 13.1 will be deemed to have been received in the case of:
 - 13.2.1 personal delivery, on the date of delivery;
 - 13.2.2 pre-paid post, on the third working day after posting;
 - 13.2.3 facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch;
 - 13.2.4 electronic mail, on the day of successful delivery of the mail.
- 13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land or change in the particulars in Schedule 2 and must supply the Minister with the name and address of the new owner or person in control.

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.

Executed as a Deed

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

Witness: _____

Address: _____

Occupation: _____

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: _____

Handwritten signature
C. Webb

SCHEDULE 1

Description of Land:

[All those pieces of land containing 14ha, approximately, being Part Waikawau Block and Part Section 6 Block XII Hastings Survey District, as shown on OTS Deed Plan [OTS-406-63] and known as Te Maunga Mau-paki].

Conservation and Reserve Values:

[This area has high bio-diversity values. Species present in the area include native frogs, Coromandel Brown Kiwi, Tui, Bellbird/Korimako, Kereru, Fantail/Pīwakawaka, Kaka, Tomtit/Miromiro, as well as a range of invertebrates. Native flora in the area includes Yellow-silver pine, kauri, kaikawaka and southern rata. The site acts as a natural sanctuary or "mainland island" for a number of species that are able to retreat to higher ground under predation pressure.]



SCHEDULE 2

Address for Service

The address for service of the Owner is:

The address for service of the Minister is:

CLP
A

SCHEDULE 3

Special Conditions

Recreational facilities

1. For avoidance of doubt, clause 2.1.2 does not place any obligation on the Owner over and above allowing physical access to and within the Land, and does not include an obligation to provide facilities, recreational or otherwise, for public enjoyment of the Land.

Taking of plant material

2. Despite clause 3.1.2 the Owner may authorise the taking or removal of materials from native plants, shrubs and trees from the Land in accordance with tikanga Maori for customary purposes, but in granting such authorisations shall ensure that any impact on the Conservation and Reserve Values is minimised.

Propagation

3. Despite clause 3.1.2, the Owner may take seed or cuttings of plant species from the Land for propagation purposes and planting within the Land. This right to take native plant seed and cuttings does not include harvesting of seed or the taking of cuttings for commercial purposes.

Removal of rock

4. Despite clause 3.1.11, the Owner may take rock of any kind from the Land for cultural or spiritual purposes.

Managing public access

5. Despite clause 4.1, the Owner may manage public access (including restrictions) in order to protect wāhi tapu, the Conservation and Reserve Values, or for the purposes of public safety. However, any restrictions cannot exclude the public from all of the Land indefinitely.
6. For avoidance of doubt, any member of the public when on the land may not undertake an activity in clause 3.1.

Cultural activities

7. The Owner may undertake cultural activities on the Land, subject to:
 - (a) consultation with the Department of Conservation; and
 - (b) any effects on the Conservation and Reserve Values being no more than minor.

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GRANT OF CONSERVATION COVENANT

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

to

MINISTER OF CONSERVATION

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

**Legal Services
Department of Conservation**

 A handwritten signature in the bottom right corner, consisting of a stylized symbol followed by the letters 'C' and 'D'.

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.12: CONSERVATION COVENANT FOR NGĀ TUKITUKI A HIKAWERA

7.12 Conservation Covenant for Ngā Tukituki a Hikawera



NGĀ TUKITUKI A HIKAWERA CONSERVATION COVENANT

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

THIS DEED of COVENANT is made this day of

BETWEEN NGĀTI MARU RŪNANGA TRUST; and

NGĀTI TAMATERĀ TREATY SETTLEMENT TRUST; and

NGĀTI TUMUTUMU TRUST(the Owners)

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 (both the Conservation Values and the Reserve Values are referred to as the Land's Values).
- B. Management of the Land's Values requires some restrictions on the Owners' use of the Land without the Minister's consent and the enabling of the Minister to undertake certain activities on the Land.
- C. The Owners are the registered proprietor of the Land described in Schedule 1 as a result of Treaty settlements with the Crown in accordance with Deeds of Settlement dated [] and implemented by the Ngāti Maru Settlement Act [], Ngāti Tamaterā Settlement Act [] and Ngāti Rāhiri Tumutumu Settlement Act [].
- D. The parties to the Deeds of Settlement agree the Land's Values 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.
- E. The Owners have therefore agreed to grant the Minister a Covenant over the Land to preserve the Land's 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 Owners and Minister agree as follows.

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"Conservation and Reserve Values" means the preservation and protection of natural, landscape and historic resources including Conservation and Reserve 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.

"Director-General" means the Director-General of Conservation.

"Fence" includes a gate.

"Land's Values" means the Conservation and Reserve values specified in Schedule 1.

"Natural Water" includes water contained in streams the banks of which have, from time to time, been re-aligned.

"Owners" means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.

"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.

1.1.1 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.

1.1.2 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

1.1.3 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 to preserve and protect the Land's Values;



2.1.2 to provide, subject to section 4 and Schedule 3 of this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3 IMPLEMENTATION OF OBJECTIVES

3.1 Unless agreed in writing by the parties the Owners 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 and Schedule 3, felling, removal or damage of any tree, shrub or other plant;

3.1.3 subject to Schedule 3, the planting of any species of exotic tree, shrub or other plant, or any other plant not endemic to and not sourced from the location in which the Land is situated;

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 subject to Schedule 3, 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 degradation of the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other watercourse in or on the Land;

3.1.10 any other activity which might have a more than minor adverse effect on the Land's 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; and

3.1.12 the erection of utility transmission lines across the Land.

3.2 Subject to the Owners having no obligation to do anything to improve the land beyond its condition at the date of this Covenant, the Owners must take all reasonable steps to maintain the Land, including:

3.2.1 eradicating or controlling all weeds and pests on the Land to the extent required by any statute; and, in particular, complying with the provisions of, and any notices given under, the Biosecurity Act 1993 and in so doing the Owners may undertake minor clearance of vegetation;



- 3.2.2 co-operating 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 keeping the Land free from exotic tree species;
- 3.2.4 keeping the Land free from rubbish or other unsightly or offensive material arising from the Owners' use of the Land;
- 3.2.5 subject to consultation between the Owners and the Minister and observance of any reasonable conditions imposed by the Owners, granting 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 keeping all existing Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2; and
- 3.2.7 complying with all requisite statutes, regulations and bylaws in relation to the Land.

4 PUBLIC ACCESS

- 4.1 Subject to Schedule 3, the Owners must, subject to this Covenant, permit the public to enter upon the Land for non-commercial purposes without the consent of the Owners provided the public:
 - 4.1.1 only access the Land by foot;
 - 4.1.2 do not take firearms or animals on the Land; and
 - 4.1.3 do not camp on the Land.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 5.1 The Minister must:
 - 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant;
 - 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.

6 JOINT OBLIGATIONS

- 6.1 The Owners 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 DISPOSAL OF LAND

- 8.1 If the Owners sell, lease, or part with possession of the Land, the Owners must ensure that the Owners obtain 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 Owners fail to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owners will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owners have parted with all interest in the Land in respect of which a breach occurs.

9 CONSENTS

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

10 MISCELLANEOUS MATTERS

10.1 Trespass Act

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

10.2 Reserves Act

- 10.2.1 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.

10.3 Registration

- 10.3.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

10.4 Acceptance of Covenant

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

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11 DEFAULT

- 11.1 Where either the Owners 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 Owners 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 Owners 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 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, by facsimile or by electronic mail addressed to the receiving party at the address, facsimile number or electronic mail address set out in Schedule 2.

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

- 13.2.1 personal delivery, on the date of delivery;
- 13.2.2 pre-paid post, on the third working day after posting;
- 13.2.3 facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch;
- 13.2.4 electronic mail, on the day of successful delivery of the mail.

13.3 The Owners must notify the Minister of any change of ownership or control or all or any part of the Land or change in the particulars in Schedule 2 and must supply the Minister with the name and address of the new owner or person in control.

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.

Executed as a Deed

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

Witness: _____

Address: _____

Occupation: _____

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

Witness: _____

Address: _____

Occupation: _____

Signed by _____ as)
Owners 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: _____

Handwritten signature
CLRS

SCHEDULE 1

Description of Land:

South Auckland Land District— Western Bay of Plenty District

All that piece of land containing 8.7 hectares, approximately, being Part Crown land (SO 48402). Subject to survey.

As shown on OTS-403-50 and known as Ngā Tukituki a Hikawera.

Conservation and Reserve Values:

[The Land adjoins, and is part of the wider habitat associated with, the Kaimai - Mamaku Conservation Park. The Park provides some of the most contiguous areas of native forest in the Bay of Plenty including New Zealand's most northern stands of kamahi, red and silver beech. The main spine of the Kaimai Range is a prominent feature of the area. Extensive ancient volcanic outcrops on the main Kaimai Range provide habitat for a diverse range of plants.

Faunal values within the Kaimai - Mamaku Conservation Park include native bird species such as the whitehead, kākā, kōkako, kiwi, long-tailed cuckoo and kārearea. More common native bird such as tūī and bellbirds are readily seen within the Park. Hochstetter's Frogs are also found in the vicinity of this site. There is a diverse range of invertebrates in the Park including the Te Aroha stag beetle.

In addition to the above, the Land (Ngā Tukituki a Hikawera) is within Nga Tukituki Forest Sanctuary. The Sanctuary is unique botanically with Beach trees, Rimu, Tawa and Tawari, which are unusual at the levels of elevation which exist on the site. The Land is part of a wider area which as a whole, is a good example of sequence change based on elevation.

The Land (Ngā Tukituki a Hikawera) has recreational values with the North South Track running along the Land's south west boundary. The Land has scenic values with its ridgeline a prominent landmark.]

CRB
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SCHEDULE 2

Address for Service

The address for service of the Owners is:

The address for service of the Minister is:

CE/100
[Signature]

SCHEDULE 3

Special Conditions

Recreational facilities

1. For avoidance of doubt, clause 2.1.2 does not place any obligation on the Owners over and above allowing physical access to and within the Land, and does not include an obligation to provide facilities, recreational or otherwise, for public enjoyment of the Land.

Taking of plant material

2. Despite clause 3.1.2 the Owners may authorise the taking or removal of materials from native plants, shrubs and trees from the Land in accordance with tikanga Maori for customary purposes, but in granting such authorisations shall ensure that any impact on the Conservation and Reserve Values is minimised.

Propagation

3. Despite clause 3.1.2, the Owners may take seed or cuttings of plant species from the Land for propagation purposes and planting within the Land. This right to take native plant seed and cuttings does not include harvesting of seed or the taking of cuttings for commercial purposes.

Removal of rock

4. Despite clause 3.1.11, the Owners may take rock of any kind from the Land for cultural or spiritual purposes.

Managing public access

5. Despite clause 4.1, the Owners may manage public access (including restrictions) in order to protect the privacy of users of buildings and associated areas, wāhi tapu, the Conservation and Reserve Values, or for the purposes of public safety. However, any restrictions cannot exclude the public from all of the Land indefinitely.
6. For avoidance of doubt, any member of the public when on the land may not undertake an activity in clause 3.1.

Cultural activities

7. The Owners may undertake cultural activities on the Land, subject to:
 - (a) consultation with the Department of Conservation; and
 - (b) any effects on the Conservation and Reserve Values being no more than minor.

WPA


GRANT OF CONSERVATION COVENANT

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

to

MINISTER OF CONSERVATION

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

**Legal Services
Department of Conservation**


WFB
AK

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.13: CONSERVATION COVENANT FOR TANGITŪ

7.13 Conservation Covenant for Tangitū


58

TANGITU CONSERVATION COVENANT

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

THIS DEED of COVENANT is made this day of

BETWEEN NGĀTI MARU RŪNANGA TRUST; and
NGĀTI TAMATERĀ TREATY SETTLEMENT TRUST; and
NGĀTI TUMUTUMU TRUST (the Owners)

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 (both the Conservation Values and the Reserve Values are referred to as the Land's Values).
- B. Management of the Land's Values requires some restrictions on the Owners' use of the Land without the Minister's consent and the enabling of the Minister to undertake certain activities on the Land.
- C. The Owners are the registered proprietor of the Land described in Schedule 1 as a result of Treaty settlements with the Crown in accordance with Deeds of Settlement dated [] and implemented by the Ngāti Maru Settlement Act [], the Ngāti Tamaterā Settlement Act [] and the Ngāti Rahiri Tumutumu Settlement Act [].
- D. The parties to the Deeds of Settlement agree the Land's Values 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.
- E. The Owners have therefore agreed to grant the Minister a Covenant over the Land to preserve the Land's 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 Owners and Minister agree as follows.

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"Conservation and Reserve Values" means the preservation and protection of natural, landscape and historic resources including Conservation and Reserve 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.

"Director-General" means the Director-General of Conservation.

"Fence" includes a gate.

"Land's Values" means the Conservation and Reserve values specified in Schedule 1.

"Natural Water" includes water contained in streams the banks of which have, from time to time, been re-aligned.

"Owners" means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.

"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.

1.1.1 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.

1.1.2 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

1.1.3 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 to preserve and protect the Land's Values;

Handwritten signature and initials in the bottom right corner of the page.

2.1.2 to provide, subject to section 4 and Schedule 3 of this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3 IMPLEMENTATION OF OBJECTIVES

3.1 Unless agreed in writing by the parties the Owners 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 and Schedule 3, felling, removal or damage of any tree, shrub or other plant;

3.1.3 subject to Schedule 3, the planting of any species of exotic tree, shrub or other plant, or any other plant not endemic to and not sourced from the location in which the Land is situated;

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 subject to Schedule 3, 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 degradation of the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other watercourse in or on the Land;

3.1.10 any other activity which might have a more than minor adverse effect on the Land's 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; and

3.1.12 the erection of utility transmission lines across the Land.

3.2 Subject to the Owners having no obligation to do anything to improve the land beyond its condition at the date of this Covenant, the Owners must take all reasonable steps to maintain the Land, including:

3.2.1 eradicating or controlling all weeds and pests on the Land to the extent required by any statute; and, in particular, complying with the provisions of, and any notices given under, the Biosecurity Act 1993 and in so doing the Owners may undertake minor clearance of vegetation;

CEB


- 3.2.2 co-operating 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 keeping the Land free from exotic tree species;
- 3.2.4 keeping the Land free from rubbish or other unsightly or offensive material arising from the Owners' use of the Land;
- 3.2.5 subject to consultation between the Owners and the Minister and observance of any reasonable conditions imposed by the Owners, granting 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 keeping all existing Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2; and
- 3.2.7 complying with all requisite statutes, regulations and bylaws in relation to the Land.

4 PUBLIC ACCESS

- 4.1 Subject to Schedule 3, the Owners must, subject to this Covenant, permit the public to enter upon the Land for non-commercial purposes without the consent of the Owners provided the public:
 - 4.1.1 only access the Land by foot;
 - 4.1.2 do not take firearms or animals on the Land; and
 - 4.1.3 do not camp on the Land.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 5.1 The Minister must:
 - 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant;
 - 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.

6 JOINT OBLIGATIONS

- 6.1 The Owners 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.

Handwritten signature and initials

7 DURATION OF COVENANT

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

8 OBLIGATIONS ON DISPOSAL OF LAND

- 8.1 If the Owners sell, lease, or part with possession of the Land, the Owners must ensure that the Owners obtain 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 Owners fail to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owners will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owners have parted with all interest in the Land in respect of which a breach occurs.

9 CONSENTS

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

10 MISCELLANEOUS MATTERS

10.1 Trespass Act

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

10.2 Reserves Act

- 10.2.1 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.

10.3 Registration

- 10.3.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

10.4 Acceptance of Covenant

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

CCAB
DB

11 DEFAULT

11.1 Where either the Owners 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 Owners 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 Owners 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 of the New Zealand Law Society.

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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, by facsimile or by electronic mail addressed to the receiving party at the address, facsimile number or electronic mail address set out in Schedule 2.

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

13.2.1 personal delivery, on the date of delivery;

13.2.2 pre-paid post, on the third working day after posting;

13.2.3 facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch;

13.2.4 electronic mail, on the day of successful delivery of the mail.

13.3 The Owners must notify the Minister of any change of ownership or control or all or any part of the Land or change in the particulars in Schedule 2 and must supply the Minister with the name and address of the new owner or person in control.

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.

Executed as a Deed

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

Witness: _____

Address: _____

Occupation: _____

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

Witness: _____

Address: _____

Occupation: _____

Handwritten initials/signature

Signed by _____ as)
Owners 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: _____

Handwritten signature

SCHEDULE 1

Description of Land:

South Auckland Land District— Western Bay of Plenty District and Matamata-Piako District

All that piece of land containing 7.5 hectares, approximately, being Part Crown land (SO 48402). Subject to survey.

As shown on OTS-403-51 and known as Tangitu.

Conservation and Reserve Values:

[The Land adjoins, and is part of the wider habitat associated with, the Kaimai - Mamaku Conservation Park. The Park provides some of the most contiguous areas of native forest in the Bay of Plenty including New Zealand's most northern stands of kamahi, red and silver beech. The main spine of the Kaimai Range is a prominent feature of the area. Extensive ancient volcanic outcrops on the main Kaimai Range provide habitat for a diverse range of plants.

Faunal values within the Kaimai - Mamaku Conservation Park include native bird species such as the whitehead, kākā, kōkako, kiwi, long-tailed cuckoo and kārearea. More common native bird such as tūī and bellbirds are readily seen within the Park. Hochstetter's Frogs are also found in the vicinity of this site. There is a diverse range of invertebrates in the Park including the Te Aroha stag beetle.

In addition to the above, the Land (Tangitu) has scenic values with its ridgeline a prominent landmark. The Land is unique botanically, with vegetation including kauri, beech and hard woods.]

WLB
AK

SCHEDULE 2

Address for Service

The address for service of the Owners is:

The address for service of the Minister is:

Handwritten signature

SCHEDULE 3

Special Conditions

Recreational facilities

1. For avoidance of doubt, clause 2.1.2 does not place any obligation on the Owners over and above allowing physical access to and within the Land, and does not include an obligation to provide facilities, recreational or otherwise, for public enjoyment of the Land.

Taking of plant material

2. Despite clause 3.1.2 the Owners may authorise the taking or removal of materials from native plants, shrubs and trees from the Land in accordance with tikanga Maori for customary purposes, but in granting such authorisations shall ensure that any impact on the Conservation and Reserve Values is minimised.

Propagation

3. Despite clause 3.1.2, the Owners may take seed or cuttings of plant species from the Land for propagation purposes and planting within the Land. This right to take native plant seed and cuttings does not include harvesting of seed or the taking of cuttings for commercial purposes.

Removal of rock

4. Despite clause 3.1.11, the Owners may take rock of any kind from the Land for cultural or spiritual purposes.

Managing public access

5. Despite clause 4.1, the Owners may manage public access (including restrictions) in order to protect the privacy of users of buildings and associated areas, wāhi tapu, the Conservation and Reserve Values, or for the purposes of public safety. However, any restrictions cannot exclude the public from all of the Land indefinitely.
6. For avoidance of doubt, any member of the public when on the land may not undertake an activity in clause 3.1.

Cultural activities

7. The Owners may undertake cultural activities on the Land, subject to:
 - (a) consultation with the Department of Conservation; and
 - (b) any effects on the Conservation and Reserve Values being no more than minor.

GRANT OF CONSERVATION COVENANT

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

to

MINISTER OF CONSERVATION

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

**Legal Services
Department of Conservation**



Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.14: RIGHT OF WAY EASEMENT FOR TANGITŪ

7.14 Right of Way Easement for Tangitū

The terms of the easement document are largely agreed. Only exceptional clauses will be negotiated and agreed between Chair of the Hauraki Collective, Director of the Office of Treaty Settlements and Deputy Director-General Strategy and People of the Department of Conservation prior to ratification of the Ngāti Tamaterā deed of settlement.

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

[the Trustees of Ngāti Maru Settlement Trust], [the Trustees of Ngāti Tamaterā Treaty Settlement Trust] and [the Trustees of the Ngāti Tumutumu/ Ngāti Rāhiri Tumutumu Settlement Trust]

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this

day of

20

ATTESTATION:

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

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

A *Web*

SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	The 4m strip marked [] on SO 48402. [currently dotted red on OTS-403-326] The Easement Area	[That part of the Crown Land on SO 48402 as edged orange on OTS-403-326] The Grantor's Land	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

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

Easement Instrument	Dated:	Page of	pages
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RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot and when the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on adjoining land administered by the Grantee, then the Grantee its employees or contractors may proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms) and dogs to carry out the work.
- 1.3 The right of way includes—
- 1.3.1 the right to repair and maintain the existing recreation tracks and access vehicle track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - 1.3.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track; and
 - 1.3.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land; and
 - 1.3.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.
- 1.4 The right of way does not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.
- 1.5 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.6 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

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

*For
Web*

Easement Instrument	Dated:	Page of pages
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1.7 The public may not light any fires or deposit any rubbish or other materials on the Easement Area.

2 General rights

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

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

2.3 The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other public body.

3 Repair, maintenance, and costs

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

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

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

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

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

4 Rights of entry

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

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

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

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WAB

Easement Instrument	Dated:	Page of pages
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4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

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

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

4.4 The Grantee must ensure that all work is completed promptly.

4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.

4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

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

5.1.1 the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:

5.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may —

(a) meet the obligation; and

(b) for that purpose, enter the Grantor's Land:

5.1.3 the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

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

Handwritten signature/initials

Easement Instrument	Dated:	Page of pages
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6 Disputes

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

6.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and

6.1.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

6.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties) —

(a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and

(b) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

7 Other conditions

7.1 DOC will have the right of access to the grantor's land to undertake work on the relevant part of the grantor's land if something on that land poses an immediate health & safety risk to users of the relevant part of the easement area.

7.2 Where there is matter beyond the control of either grantee or grantor that necessitates the reinstatement of the track outside of the easement area the grantor cannot unreasonably withhold consent to a new location of the easement area (if it is within 10 metres of the original easement area - i.e. 5m on either side from the centre of the easement area).

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

[Handwritten signature]

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.15: CONSERVATION COVENANT FOR WHAKAMOEHAU

7.15 Conservation Covenant for Whakamoehau

WHAKAMOEHAU CONSERVATION COVENANT

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

THIS DEED of COVENANT is made this day of

BETWEEN NGĀTI MARU RŪNANGA TRUST; and

NGĀTI TAMATERĀ TREATY SETTLEMENT TRUST (the Owners)

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 (both the Conservation Values and the Reserve Values are referred to as the Land's Values).
- B. Management of the Land's Values requires some restrictions on the Owners' use of the Land without the Minister's consent and the enabling of the Minister to undertake certain activities on the Land.
- C. The Owners are the registered proprietor of the Land described in Schedule 1 as a result of a Treaty settlement with the Crown in accordance with Deeds of Settlement dated [] and implemented by the Ngāti Maru Claims Settlement Act [] and Ngāti Tamaterā Claims Settlement Act [].
- D. The parties to the Deeds of Settlement agree the Land's Values 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.
- E. The Owners have therefore agreed to grant the Minister a Covenant over the Land to preserve the Land's 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 Owners and Minister agree as follows.



1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

- “Conservation and Reserve Values”** means the preservation and protection of natural, landscape and historic resources including Conservation and Reserve 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.
- “Director-General”** means the Director-General of Conservation.
- “Fence”** includes a gate.
- “Land’s Values”** means the Conservation and Reserve values specified in Schedule 1.
- “Natural Water”** includes water contained in streams the banks of which have, from time to time, been re-aligned.
- “Owners”** means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
- “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.

1.1.1 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.

1.1.2 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

1.1.3 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 to preserve and protect the Land's Values;

2.1.2 to provide, subject to section 4 and Schedule 3 of this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3 IMPLEMENTATION OF OBJECTIVES



3.1 Unless agreed in writing by the parties the Owners 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 and Schedule 3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 subject to Schedule 3, the planting of any species of exotic tree, shrub or other plant, or any other plant not endemic to and not sourced from the location in which the Land is situated;
- 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 subject to Schedule 3, 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 degradation of the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other watercourse in or on the Land;
- 3.1.10 any other activity which might have a more than minor adverse effect on the Land's 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; and
- 3.1.12 the erection of utility transmission lines across the Land.

3.2 Subject to the Owners having no obligation to do anything to improve the land beyond its condition at the date of this Covenant, the Owners must take all reasonable steps to maintain the Land, including:

- 3.2.1 eradicating or controlling all weeds and pests on the Land to the extent required by any statute; and, in particular, complying with the provisions of, and any notices given under, the Biosecurity Act 1993 and in so doing the Owners may undertake minor clearance of vegetation;
- 3.2.2 co-operating 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 keeping the Land free from exotic tree species;



- 3.2.4 keeping the Land free from rubbish or other unsightly or offensive material arising from the Owners' use of the Land;
- 3.2.5 subject to consultation between the Owners and the Minister and observance of any reasonable conditions imposed by the Owners, granting 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 keeping all existing Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2; and
- 3.2.7 complying with all requisite statutes, regulations and bylaws in relation to the Land.

4 PUBLIC ACCESS

- 4.1 Subject to Schedule 3, the Owners must, subject to this Covenant, permit the public to enter upon the Land for non-commercial purposes without the consent of the Owners provided the public:
 - 4.1.1 only access the Land by foot;
 - 4.1.2 do not take firearms or animals on the Land; and
 - 4.1.3 do not camp on the Land.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 5.1 The Minister must:
 - 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant;
 - 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.

6 JOINT OBLIGATIONS

- 6.1 The Owners 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 DISPOSAL OF LAND

- 8.1 If the Owners sell, lease, or part with possession of the Land, the Owners must ensure that the Owners obtain 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 Owners fail to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owners will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owners has parted with all interest in the Land in respect of which a breach occurs.

9 CONSENTS

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

10 MISCELLANEOUS MATTERS

10.1 Trespass Act

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

10.2 Reserves Act

- 10.2.1 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.

10.3 Registration

- 10.3.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

10.4 Acceptance of Covenant

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

11 DEFAULT

- 11.1 Where either the Owners 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 Owners 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 Owners 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 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, by facsimile or by electronic mail addressed to the receiving party at the address, facsimile number or electronic mail address set out in Schedule 2.
- 13.2 A notice given in accordance with clause 13.1 will be deemed to have been received in the case of:
 - 13.2.1 personal delivery, on the date of delivery;
 - 13.2.2 pre-paid post, on the third working day after posting;
 - 13.2.3 facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch;
 - 13.2.4 electronic mail, on the day of successful delivery of the mail.
- 13.3 The Owners must notify the Minister of any change of ownership or control or all or any part of the Land or change in the particulars in Schedule 2 and must supply the Minister with the name and address of the new owner or person in control.

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.

Executed as a Deed

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

Witness: _____

Address: _____

Occupation: _____

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

Witness: _____

Address: _____

Occupation: _____



Signed by _____ as)
Owners 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: _____

WRM


SCHEDULE 1

Description of Land:

South Auckland Land District— Hauraki District.

All that piece of land containing 22.2 hectares, approximately, being Part Ohinemuri 20.
Subject to survey.

As shown on OTS-403-49 and known as Whakamoehau.

Conservation and Reserve Values:

[The Land is contiguous to the Coromandel Forest Park, which contains extensive and largely continuous tracts of indigenous vegetation. The Park is also used for recreation including tramping, walking and hunting.

The Land has scenic values as an elevated site (tihi), with the ridgeline mountain top a prominent landscape and landmark. It also has biodiversity, habitat and recreation values due to the Land adjoining the Coromandel Forest Park, as well as the tihi being an important and unique ecosystem with its own botanical and animal life. The tihi operates as a sanctuary with species able to retreat to this higher altitude area, where the threat of predators is reduced.

Common indigenous bird species may be present and Hochstetters and Archeys frogs are evident in this vicinity (with these frogs recorded at nearby Golden Cross). The last remnant kokako were also recorded around Golden Cross. Remnant brown kiwi also exists as does bats.]

CLB
△

SCHEDULE 2

Address for Service

The address for service of the Owners is:

The address for service of the Minister is:

WLB

[Signature]

SCHEDULE 3

Special Conditions

Recreational facilities

1. For avoidance of doubt, clause 2.1.2 does not place any obligation on the Owners over and above allowing physical access to and within the Land, and does not include an obligation to provide facilities, recreational or otherwise, for public enjoyment of the Land.

Taking of plant material

2. Despite clause 3.1.2 the Owners may authorise the taking or removal of materials from native plants, shrubs and trees from the Land in accordance with tikanga Maori for customary purposes, but in granting such authorisations shall ensure that any impact on the Conservation and Reserve Values is minimised.

Propagation

3. Despite clause 3.1.2, the Owners may take seed or cuttings of plant species from the Land for propagation purposes and planting within the Land. This right to take native plant seed and cuttings does not include harvesting of seed or the taking of cuttings for commercial purposes.

Removal of rock

4. Despite clause 3.1.11, the Owners may take rock of any kind from the Land for cultural or spiritual purposes.

Managing public access

5. Despite clause 4.1, the Owners may manage public access (including restrictions) in order to protect the privacy of users of buildings and associated areas, wāhi tapu, the Conservation and Reserve Values, or for the purposes of public safety. However, any restrictions cannot exclude the public from all of the Land indefinitely.
6. For avoidance of doubt, any member of the public when on the land may not undertake an activity in clause 3.1.

Cultural activities

7. The Owners may undertake cultural activities on the Land, subject to:
 - (a) consultation with the Department of Conservation; and
 - (b) any effects on the Conservation and Reserve Values being no more than minor.

W. R. B.
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GRANT OF CONSERVATION COVENANT

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

to

MINISTER OF CONSERVATION

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

**Legal Services
Department of Conservation**

CAH
[Signature]

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.16: CONSERVATION COVENANT FOR PUKEWHAKATARATARA

7.16 Conservation Covenant for Pukewhakatara

PUKEWHAKATARATARA CONSERVATION COVENANT

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

THIS DEED of COVENANT is made this day of

BETWEEN NGĀTI MARU RŪNANGA TRUST; and

NGĀTI TAMATERĀ TREATY SETTLEMENT TRUST (the Owners)

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 (both the Conservation Values and the Reserve Values are referred to as the Land's Values).
- B. Management of the Land's Values requires some restrictions on the Owners' use of the Land without the Minister's consent and the enabling of the Minister to undertake certain activities on the Land.
- C. The Owners are the registered proprietor of the Land described in Schedule 1 as a result of Treaty settlements with the Crown in accordance with Deeds of Settlement dated [] and implemented by the Ngāti Maru Settlement Act [] and the Ngāti Tamaterā Settlement Act [].
- D. The parties to the Deeds of Settlement agree the Land's Values 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.
- R. The Owners have therefore agreed to grant the Minister a Covenant over the Land to preserve the Land's 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 Owners and Minister agree as follows.



1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"Conservation and Reserve Values" means the preservation and protection of natural, landscape and historic resources including Conservation and Reserve 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.

"Director-General" means the Director-General of Conservation.

"Fence" includes a gate.

"Land's Values" means the Conservation and Reserve values specified in Schedule 1.

"Natural Water" includes water contained in streams the banks of which have, from time to time, been re-aligned.

"Owners" means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.

"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.

1.1.1 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.

1.1.2 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

1.1.3 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 to preserve and protect the Land's Values;

2.1.2 to provide, subject to section 4 and Schedule 3 of this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3 IMPLEMENTATION OF OBJECTIVES

3.1 Unless agreed in writing by the parties the Owners 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 and Schedule 3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 subject to Schedule 3, the planting of any species of exotic tree, shrub or other plant, or any other plant not endemic to and not sourced from the location in which the Land is situated;
- 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 subject to Schedule 3, 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 degradation of the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other watercourse in or on the Land;
- 3.1.10 any other activity which might have a more than minor adverse effect on the Land's 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; and
- 3.1.12 the erection of utility transmission lines across the Land.

3.2 Subject to the Owners having no obligation to do anything to improve the land beyond its condition at the date of this Covenant, the Owners must take all reasonable steps to maintain the Land, including:

- 3.2.1 eradicating or controlling all weeds and pests on the Land to the extent required by any statute; and, in particular, complying with the provisions of, and any notices given under, the Biosecurity Act 1993 and in so doing the Owners may undertake minor clearance of vegetation;
- 3.2.2 co-operating 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;

UKB
-B

- 3.2.3 keeping the Land free from exotic tree species;
- 3.2.4 keeping the Land free from rubbish or other unsightly or offensive material arising from the Owners' use of the Land;
- 3.2.5 subject to consultation between the Owners and the Minister and observance of any reasonable conditions imposed by the Owners, granting 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 keeping all existing Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2; and
- 3.2.7 complying with all requisite statutes, regulations and bylaws in relation to the Land.

4 PUBLIC ACCESS

- 4.1 Subject to Schedule 3, the Owners must, subject to this Covenant, permit the public to enter upon the Land for non-commercial purposes without the consent of the Owners provided the public:
 - 4.1.1 only access the Land by foot;
 - 4.1.2 do not take firearms or animals on the Land; and
 - 4.1.3 do not camp on the Land.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 5.1 The Minister must:
 - 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant;
 - 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.

6 JOINT OBLIGATIONS

- 6.1 The Owners 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.

2/1/16


8 OBLIGATIONS ON DISPOSAL OF LAND

- 8.1 If the Owners sell, lease, or part with possession of the Land, the Owners must ensure that the Owners obtain 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 Owners fail to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owners will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owners have parted with all interest in the Land in respect of which a breach occurs.

9 CONSENTS

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

10 MISCELLANEOUS MATTERS

10.1 Trespass Act

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

10.2 Reserves Act

- 10.2.1 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.

10.3 Registration

- 10.3.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

10.4 Acceptance of Covenant

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

11 DEFAULT

11.1 Where either the Owners 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 Owners 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 Owners 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 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, by facsimile or by electronic mail addressed to the receiving party at the address, facsimile number or electronic mail address set out in Schedule 2.

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

- 13.2.1 personal delivery, on the date of delivery;
- 13.2.2 pre-paid post, on the third working day after posting;
- 13.2.3 facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch;
- 13.2.4 electronic mail, on the day of successful delivery of the mail.

13.3 The Owners must notify the Minister of any change of ownership or control or all or any part of the Land or change in the particulars in Schedule 2 and must supply the Minister with the name and address of the new owner or person in control.

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.

Executed as a Deed

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

Witness: _____

Address: _____

Occupation: _____

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

Witness: _____

Address: _____

Occupation: _____

cells


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: _____

web
✶

SCHEDULE 1

Description of Land:

South Auckland Land District— Western Bay of Plenty District and Matamata-Piako District

All that piece of land containing 20.0 hectares, approximately, being Part Crown land (SO 48402) and Part Lot 5 DP 25781. Subject to survey.

As shown on OTS-403-52 and known as Pukewhakataratara.

Conservation and Reserve Values:

[The Land adjoins, and is part of the wider habitat associated with, the Kaimai - Mamaku Conservation Park. The Park provides some of the most contiguous areas of native forest in the Bay of Plenty including New Zealand's most northern stands of kamahi, red and silver beech. The main spine of the Kaimai Range is a prominent feature of the area. Extensive ancient volcanic outcrops on the main Kaimai Range provide habitat for a diverse range of plants.

Faunal values within the Kaimai - Mamaku Conservation Park include native bird species such as the whitehead, kākā, kōkako, kiwi, long-tailed cuckoo and kārearea. More common native bird such as tūī and bellbirds are readily seen within the Park. Hochstetter's Frogs are also found in the vicinity of this site. There is a diverse range of invertebrates in the Park including the Te Aroha stag beetle.

In addition to the above, the Land (Pukewhakataratara) has recreational values with the North South Track running through it. The Land has scenic values with its ridgeline a prominent landmark. The Land is unique botanically, with vegetation including kauri, beech and hard woods.]



SCHEDULE 2

Address for Service

The address for service of the Owners is:

The address for service of the Minister is:

WAB
A.

SCHEDULE 3

Special Conditions

Recreational facilities

1. For avoidance of doubt, clause 2.1.2 does not place any obligation on the Owners over and above allowing physical access to and within the Land, and does not include an obligation to provide facilities, recreational or otherwise, for public enjoyment of the Land.

Taking of plant material

2. Despite clause 3.1.2 the Owners may authorise the taking or removal of materials from native plants, shrubs and trees from the Land in accordance with tikanga Maori for customary purposes, but in granting such authorisations shall ensure that any impact on the Conservation and Reserve Values is minimised.

Propagation

3. Despite clause 3.1.2, the Owners may take seed or cuttings of plant species from the Land for propagation purposes and planting within the Land. This right to take native plant seed and cuttings does not include harvesting of seed or the taking of cuttings for commercial purposes.

Removal of rock

4. Despite clause 3.1.11, the Owners may take rock of any kind from the Land for cultural or spiritual purposes.

Managing public access

5. Despite clause 4.1, the Owners may manage public access (including restrictions) in order to protect the privacy of users of buildings and associated areas, wāhi tapu, the Conservation and Reserve Values, or for the purposes of public safety. However, any restrictions cannot exclude the public from all of the Land indefinitely.
6. For avoidance of doubt, any member of the public when on the land may not undertake an activity in clause 3.1.

Cultural activities

7. The Owners may undertake cultural activities on the Land, subject to:
 - (a) consultation with the Department of Conservation; and
 - (b) any effects on the Conservation and Reserve Values being no more than minor.



GRANT OF CONSERVATION COVENANT

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

to

MINISTER OF CONSERVATION

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

Legal Services
Department of Conservation

Handwritten initials

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.17: RIGHT OF WAY EASEMENT FOR PUKEWHAKATARATARA

7.17 Right of Way Easement for Pukewhakataratara

Handwritten initials/signature

The terms of the easement document are largely agreed. Only exceptional clauses will be negotiated and agreed between Chair of the Hauraki Collective, Director of the Office of Treaty Settlements and Deputy Director-General Strategy and People of the Department of Conservation prior to ratification of the Ngāti Tamaterā deed of settlement.

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

[the trustees of Ngāti Maru Settlement Trust] and [the trustees of Ngāti Tamaterā Treaty Settlement Trust]

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this

day of

20

ATTESTATION:

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

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

SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	The 4m strip marked [] on SO [] [currently dotted red on OTS-403-327]	[That part of the Crown Land on SO 48402 and Part Lot 5 DP 25781 as edged orange on OTS-403-327]	In gross
	The Easement Area	The Grantor's Land	

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

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

Handwritten initials/signature

Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot and when the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on adjoining land administered by the Grantee, then the Grantee its employees or contractors may proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms) and dogs to carry out the work.
- 1.3 The right of way includes—
- 1.3.1 the right to repair and maintain the existing recreation tracks and access vehicle track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - 1.3.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track; and
 - 1.3.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land; and
 - 1.3.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.
- 1.4 The right of way does not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.
- 1.5 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.6 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

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

WMB
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Easement Instrument	Dated:	Page of pages
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1.7 The public may not light any fires or deposit any rubbish or other materials on the Easement Area.

2 General rights

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

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

2.3 The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other public body.

3 Repair, maintenance, and costs

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

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

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

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

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

4 Rights of entry

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

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

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

CLB
R

Easement Instrument	Dated:	Page of pages
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4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

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

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

4.4 The Grantee must ensure that all work is completed promptly.

4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.

4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

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

5.1.1 the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:

5.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may —

(a) meet the obligation; and

(b) for that purpose, enter the Grantor's Land:

5.1.3 the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

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

[Handwritten signatures and initials]

Easement Instrument	Dated:	Page of pages
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6 Disputes

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

6.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and

6.1.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

6.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties) —

(a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and

(b) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

7 Other conditions

7.1 DOC will have the right of access to the grantor's land to undertake work on the relevant part of the grantor's land if something on that land poses an immediate health & safety risk to users of the relevant part of the easement area.

7.2 Where there is matter beyond the control of either grantee or grantor that necessitates the reinstatement of the track outside of the easement area the grantor cannot unreasonably withhold consent to a new location of the easement area (if it is within 10 metres of the original easement area - i.e. 5m on either side from the centre of the easement area).

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

CEAS
R.

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.18: CONSERVATION COVENANT FOR TAKAIHUEHUE

7.18 Conservation Covenant for Takaihuehue

TAKAIHUEHUE CONSERVATION COVENANT

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

THIS DEED of COVENANT is made this day of

BETWEEN NGĀTI MARU RŪNANGA TRUST; and

NGĀTI TAMATERĀ TREATY SETTLEMENT TRUST (the Owners)

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 (both the Conservation Values and the Reserve Values are referred to as the Land's Values).
- B. Management of the Land's Values requires some restrictions on the Owners' use of the Land without the Minister's consent and the enabling of the Minister to undertake certain activities on the Land.
- C. The Owners are the registered proprietor of the Land described in Schedule 1 as a result of a Treaty settlements with the Crown in accordance with Deeds of Settlement dated [] and implemented by the Ngāti Maru Settlement Act [] and the Ngāti Tamaterā Settlement Act [].
- D. The parties to the Deeds of Settlement agree the Land's Values 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.
- E. The Owners have therefore agreed to grant the Minister a Covenant over the Land to preserve the Land's 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 Owners and Minister agree as follows.

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1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"Conservation and Reserve Values" means the preservation and protection of natural, landscape and historic resources including Conservation and Reserve 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.

"Director-General" means the Director-General of Conservation.

"Fence" includes a gate.

"Land's Values" means the Conservation and Reserve values specified in Schedule 1.

"Natural Water" includes water contained in streams the banks of which have, from time to time, been re-aligned.

"Owners" means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.

"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.

1.1.1 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.

1.1.2 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

1.1.3 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 to preserve and protect the Land's Values;

2.1.2 to provide, subject to section 4 and Schedule 3 of this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3 IMPLEMENTATION OF OBJECTIVES

3.1 Unless agreed in writing by the parties the Owners 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 and Schedule 3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 subject to Schedule 3, the planting of any species of exotic tree, shrub or other plant, or any other plant not endemic to and not sourced from the location in which the Land is situated;
- 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 subject to Schedule 3, 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 degradation of the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other watercourse in or on the Land;
- 3.1.10 any other activity which might have a more than minor adverse effect on the Land's 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; and
- 3.1.12 the erection of utility transmission lines across the Land.

3.2 Subject to the Owners having no obligation to do anything to improve the land beyond its condition at the date of this Covenant, the Owners must take all reasonable steps to maintain the Land, including:

- 3.2.1 eradicating or controlling all weeds and pests on the Land to the extent required by any statute; and, in particular, complying with the provisions of, and any notices given under, the Biosecurity Act 1993 and in so doing the Owners may undertake minor clearance of vegetation;
- 3.2.2 co-operating 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;

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- 3.2.3 keeping the Land free from exotic tree species;
- 3.2.4 keeping the Land free from rubbish or other unsightly or offensive material arising from the Owners' use of the Land;
- 3.2.5 subject to consultation between the Owners and the Minister and observance of any reasonable conditions imposed by the Owners, granting 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 keeping all existing Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2; and
- 3.2.7 complying with all requisite statutes, regulations and bylaws in relation to the Land.

4 PUBLIC ACCESS

- 4.1 Subject to Schedule 3, the Owners must, subject to this Covenant, permit the public to enter upon the Land for non-commercial purposes without the consent of the Owners provided the public:
 - 4.1.1 only access the Land by foot;
 - 4.1.2 do not take firearms or animals on the Land; and
 - 4.1.3 do not camp on the Land.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 5.1 The Minister must:
 - 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant;
 - 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.

6 JOINT OBLIGATIONS

- 6.1 The Owners 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.

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[Signature]

8 OBLIGATIONS ON DISPOSAL OF LAND

- 8.1 If the Owners sell, lease, or part with possession of the Land, the Owners must ensure that the Owners obtain 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 Owners fail to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owners will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owners have parted with all interest in the Land in respect of which a breach occurs.

9 CONSENTS

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

10 MISCELLANEOUS MATTERS

10.1 Trespass Act

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

10.2 Reserves Act

- 10.2.1 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.

10.3 Registration

- 10.3.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

10.4 Acceptance of Covenant

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

11 DEFAULT

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

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- 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 Owners 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 Owners 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 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.

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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, by facsimile or by electronic mail addressed to the receiving party at the address, facsimile number or electronic mail address set out in Schedule 2.
- 13.2 A notice given in accordance with clause 13.1 will be deemed to have been received in the case of:
 - 13.2.1 personal delivery, on the date of delivery;
 - 13.2.2 pre-paid post, on the third working day after posting;
 - 13.2.3 facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch;
 - 13.2.4 electronic mail, on the day of successful delivery of the mail.
- 13.3 The Owners must notify the Minister of any change of ownership or control or all or any part of the Land or change in the particulars in Schedule 2 and must supply the Minister with the name and address of the new owner or person in control.

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.

Executed as a Deed

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

Witness: _____

Address: _____

Occupation: _____

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

Witness: _____

Address: _____

Occupation: _____

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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: _____

Handwritten initials/signature

SCHEDULE 1

Description of Land:

South Auckland Land District— Western Bay of Plenty District

All that piece of land containing 2.9 hectares, approximately, being Part Crown land (SO 48402). Subject to survey.

As shown on OTS-403-53 and known as Takaihuehue.

Conservation and Reserve Values:

[The Land adjoins, and is part of the wider habitat associated with, the Kaimai - Mamaku Conservation Park. The Park provides some of the most contiguous areas of native forest in the Bay of Plenty including New Zealand's most northern stands of kamahi, red and silver beech. The main spine of the Kaimai Range is a prominent feature of the area. Extensive ancient volcanic outcrops on the main Kaimai Range provide habitat for a diverse range of plants.

Faunal values within the Kaimai - Mamaku Conservation Park include native bird species such as the whitehead, kākā, kōkako, kiwi, long-tailed cuckoo and kārearea. More common native bird such as tūī and bellbirds are readily seen within the Park. Hochstetter's Frogs are also found in the vicinity of this site. There is a diverse range of invertebrates in the Park including the Te Aroha stag beetle.

In addition to the above, the Land (Takaihuehue) has recreational values with the North South Track running through it. The Land has scenic values with its ridgeline a prominent landmark. The Land is unique botanically, with vegetation including kauri, beech and hard woods.]

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SCHEDULE 2

Address for Service

The address for service of the Owners is:

The address for service of the Minister is:

R. Webb

SCHEDULE 3

Special Conditions

Recreational facilities

1. For avoidance of doubt, clause 2.1.2 does not place any obligation on the Owners over and above allowing physical access to and within the Land, and does not include an obligation to provide facilities, recreational or otherwise, for public enjoyment of the Land.

Taking of plant material

2. Despite clause 3.1.2 the Owners may authorise the taking or removal of materials from native plants, shrubs and trees from the Land in accordance with tikanga Maori for customary purposes, but in granting such authorisations shall ensure that any impact on the Conservation and Reserve Values is minimised.

Propagation

3. Despite clause 3.1.2, the Owners may take seed or cuttings of plant species from the Land for propagation purposes and planting within the Land. This right to take native plant seed and cuttings does not include harvesting of seed or the taking of cuttings for commercial purposes.

Removal of rock

4. Despite clause 3.1.11, the Owners may take rock of any kind from the Land for cultural or spiritual purposes.

Managing public access

5. Despite clause 4.1, the Owners may manage public access (including restrictions) in order to protect the privacy of users of buildings and associated areas, wāhi tapu, the Conservation and Reserve Values, or for the purposes of public safety. However, any restrictions cannot exclude the public from all of the Land indefinitely.
6. For avoidance of doubt, any member of the public when on the land may not undertake an activity in clause 3.1.

Cultural activities

7. The Owners may undertake cultural activities on the Land, subject to:
 - (a) consultation with the Department of Conservation; and
 - (b) any effects on the Conservation and Reserve Values being no more than minor.



GRANT OF CONSERVATION COVENANT

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

to

MINISTER OF CONSERVATION

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

**Legal Services
Department of Conservation**

DR *WMS*

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.19: CONSERVATION COVENANT FOR PAEWAI

7.19 Conservation Covenant for Paewai


CWB

PAEWAI CONSERVATION COVENANT

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

THIS DEED of COVENANT is made this day of

BETWEEN NGĀTI MARU RŪNANGA TRUST; and

NGĀTI TAMATERĀ TREATY SETTLEMENT TRUST (the Owners)

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 (both the Conservation Values and the Reserve Values are referred to as the Land's Values).
- B. Management of the Land's Values requires some restrictions on the Owners' use of the Land without the Minister's consent and the enabling of the Minister to undertake certain activities on the Land.
- C. The Owners are the registered proprietor of the Land described in Schedule 1 as a result of Treaty settlements with the Crown in accordance with Deeds of Settlement dated [] and implemented by the Ngāti Maru Settlement Act [] and Ngāti Tamaterā Settlement Act [].
- D. The parties to the Deeds of Settlement agree the Land's Values 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.
- E. The Owners have therefore agreed to grant the Minister a Covenant over the Land to preserve the Land's 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 Owners and Minister agree as follows.



1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"Conservation and Reserve Values" means the preservation and protection of natural, landscape and historic resources including Conservation and Reserve 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.

"Director-General" means the Director-General of Conservation.

"Fence" includes a gate.

"Land's Values" means the Conservation and Reserve values specified in Schedule 1.

"Natural Water" includes water contained in streams the banks of which have, from time to time, been re-aligned.

"Owners" means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.

"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.

1.1.1 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.

1.1.2 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

1.1.3 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 to preserve and protect the Land's Values;

2.1.2 to provide, subject to section 4 and Schedule 3 of this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3 IMPLEMENTATION OF OBJECTIVES

3.1 Unless agreed in writing by the parties the Owners 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 and Schedule 3, felling, removal or damage of any tree, shrub or other plant;
 - 3.1.3 subject to Schedule 3, the planting of any species of exotic tree, shrub or other plant, or any other plant not endemic to and not sourced from the location in which the Land is situated;
 - 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 subject to Schedule 3, 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 degradation of the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other watercourse in or on the Land;
 - 3.1.10 any other activity which might have a more than minor adverse effect on the Land's 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; and
 - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 Subject to the Owners having no obligation to do anything to improve the land beyond its condition at the date of this Covenant, the Owners must take all reasonable steps to maintain the Land, including:
- 3.2.1 eradicating or controlling all weeds and pests on the Land to the extent required by any statute; and, in particular, complying with the provisions of, and any notices given under, the Biosecurity Act 1993 and in so doing the Owners may undertake minor clearance of vegetation;
 - 3.2.2 co-operating 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 keeping the Land free from exotic tree species;
 - 3.2.4 keeping the Land free from rubbish or other unsightly or offensive material arising from the Owners' use of the Land;

Handwritten signature and initials in the bottom right corner of the page.

- 3.2.5 subject to consultation between the Owners and the Minister and observance of any reasonable conditions imposed by the Owners, granting 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 keeping all existing Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2; and
- 3.2.7 complying with all requisite statutes, regulations and bylaws in relation to the Land.

4 PUBLIC ACCESS

- 4.1 Subject to Schedule 3, the Owners must, subject to this Covenant, permit the public to enter upon the Land for non-commercial purposes without the consent of the Owners provided the public:
 - 4.1.1 only access the Land by foot;
 - 4.1.2 do not take firearms or animals on the Land; and
 - 4.1.3 do not camp on the Land.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 5.1 The Minister must:
 - 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant;
 - 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.

6 JOINT OBLIGATIONS

- 6.1 The Owners 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 DISPOSAL OF LAND

- 8.1 If the Owners sell, lease, or part with possession of the Land, the Owners must ensure that the Owners obtain 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 Owners fail to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owners will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owners have parted with all interest in the Land in respect of which a breach occurs.

9 CONSENTS

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

10 MISCELLANEOUS MATTERS

10.1 Trespass Act

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

10.2 Reserves Act

- 10.2.1 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.

10.3 Registration

- 10.3.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

10.4 Acceptance of Covenant

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

11 DEFAULT

- 11.1 Where either the Owners 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 Owners 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 Owners 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 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, by facsimile or by electronic mail addressed to the receiving party at the address, facsimile number or electronic mail address set out in Schedule 2.
- 13.2 A notice given in accordance with clause 13.1 will be deemed to have been received in the case of:
 - 13.2.1 personal delivery, on the date of delivery;
 - 13.2.2 pre-paid post, on the third working day after posting;
 - 13.2.3 facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch;
 - 13.2.4 electronic mail, on the day of successful delivery of the mail.
- 13.3 The Owners must notify the Minister of any change of ownership or control or all or any part of the Land or change in the particulars in Schedule 2 and must supply the Minister with the name and address of the new owner or person in control.

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.

Executed as a Deed

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

Witness: _____

Address: _____

Occupation: _____

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

Witness: _____

Address: _____

Occupation: _____

Handwritten signature and initials in the bottom right corner.

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: _____

[Handwritten signature]
[Handwritten initials]

SCHEDULE 1

Description of Land:

South Auckland Land District— Western Bay of Plenty District

All that piece of land containing 2 hectares, approximately, being Part Section 8, Block IV Aongatete Survey District. Subject to survey.

As shown on OTS-403-54 and known as Paewai.

Conservation and Reserve Values:

[The Land adjoins, and is part of the wider habitat associated with, the Kaimai - Mamaku Conservation Park. The Park provides some of the most contiguous areas of native forest in the Bay of Plenty including New Zealand's most northern stands of kamahi, red and silver beech. The main spine of the Kaimai Range is a prominent feature of the area. Extensive ancient volcanic outcrops on the main Kaimai Range provide habitat for a diverse range of plants.

Faunal values within the Kaimai - Mamaku Conservation Park include native bird species such as the whitehead, kākā, kōkako, kiwi, long-tailed cuckoo and kārearea. More common native bird such as tūī and bellbirds are readily seen within the Park. Hochstetter's Frogs are also found in the vicinity of this site. There is a diverse range of invertebrates in the Park including the Te Aroha stag beetle.

In addition to the above, the Land (Paewai) has scenic values with its ridgeline a prominent landmark. The Land is unique botanically, with vegetation including kauri, beech and hard woods.]

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SCHEDULE 2

Address for Service

The address for service of the Owners is:

The address for service of the Minister is:



SCHEDULE 3

Special Conditions

Recreational facilities

1. For avoidance of doubt, clause 2.1.2 does not place any obligation on the Owners over and above allowing physical access to and within the Land, and does not include an obligation to provide facilities, recreational or otherwise, for public enjoyment of the Land.

Taking of plant material

2. Despite clause 3.1.2 the Owners may authorise the taking or removal of materials from native plants, shrubs and trees from the Land in accordance with tikanga Maori for customary purposes, but in granting such authorisations shall ensure that any impact on the Conservation and Reserve Values is minimised.

Propagation

3. Despite clause 3.1.2, the Owners may take seed or cuttings of plant species from the Land for propagation purposes and planting within the Land. This right to take native plant seed and cuttings does not include harvesting of seed or the taking of cuttings for commercial purposes.

Removal of rock

4. Despite clause 3.1.11, the Owners may take rock of any kind from the Land for cultural or spiritual purposes.

Managing public access

5. Despite clause 4.1, the Owners may manage public access (including restrictions) in order to protect the privacy of users of buildings and associated areas, wāhi tapu, the Conservation and Reserve Values, or for the purposes of public safety. However, any restrictions cannot exclude the public from all of the Land indefinitely.
6. For avoidance of doubt, any member of the public when on the land may not undertake an activity in clause 3.1.

Cultural activities

7. The Owners may undertake cultural activities on the Land, subject to:
 - (a) consultation with the Department of Conservation; and
 - (b) any effects on the Conservation and Reserve Values being no more than minor.

GRANT OF CONSERVATION COVENANT

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

to

MINISTER OF CONSERVATION

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

**Legal Services
Department of Conservation**

Handwritten initials/signature

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.20: RIGHT OF WAY EASEMENT FOR [KARANGAHAKE TIHI]

7.20 Right of Way Easement for [Karangahake Tihi]

<p>_____</p> <p>Signature of Grantor – [names of the trustees of the Ngāti Tamaterā Treaty Settlement Trust to be inserted]</p>	<p>Signed in my presence by the Grantor:</p> <p>_____</p> <p><i>Signature of Witness</i></p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address :</p>
<p>_____</p> <p>Signature of Grantor – [names of the trustees of the Ngāti Tara Tokanui Trust to be inserted]</p>	<p>Signed in my presence by the Grantor:</p> <p>_____</p> <p><i>Signature of Witness</i></p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address :</p>
<p>Signed on behalf of Her Majesty the Queen by</p> <p>acting under a delegation from the Minister of Conservation</p> <p>_____</p> <p>Signature of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p>_____</p> <p><i>Signature of Witness</i></p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p>

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee

R. J. B.

Insert instrument type

Easement Instrument

ANNEXURE SCHEDULE A

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT)
Right of Way	[The 4m strip marked red on the diagram attached] The Area Easement	[Section [] on SO [] (formerly Part Lot 4 DP 316844.) Subject to survey.] The Grantor's Land	In Gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in **Annexure Schedule B**.

R JAB
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Insert instrument type

Easement Instrument

ANNEXURE SCHEDULE B – RIGHTS AND POWERS**1 Rights of way**

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot and when the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on adjoining land administered by the Grantee, then the Grantee its employees or contractors may proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms) and dogs to carry out the work.
- 1.3 The right of way includes—
- 1.3.1 the right to repair and maintain the existing recreation and access track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
- 1.3.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track.
- 1.3.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land.
- 1.3.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.
- 1.4 The right of way does not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.
- 1.5 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.6 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor
- 1.7 The public may not light any fires or deposit any rubbish or other materials on the Easement Area.

2 General rights

Insert instrument type

Easement Instrument

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

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

2.3 The Grantee may transfer or otherwise assign this easement.

3 Repair, maintenance, and costs

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

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

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

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

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

4 Rights of entry

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

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

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

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

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

4.4 The Grantee must ensure that all work is completed promptly.

Insert instrument type

Easement Instrument

4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.

4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

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

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

6 Disputes

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

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

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Insert instrument type

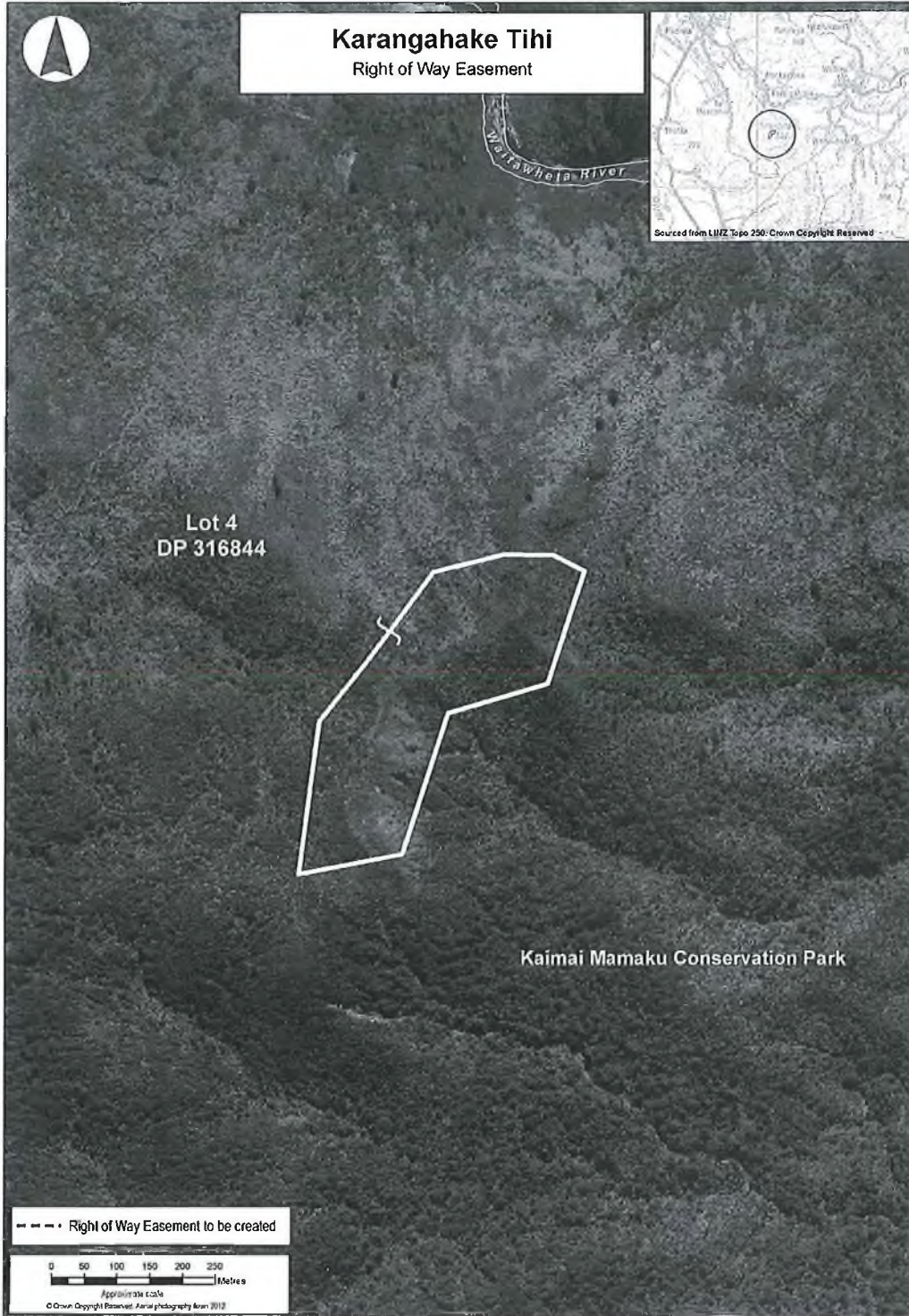
Easement Instrument

R. W. W.

Insert instrument type

Easement Instrument

EASEMENT PLAN



RE WAB

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.21: CONSERVATION COVENANT FOR [KARANGAHAKE TIHI]

7.21 Conservation Covenant for [Karangahake Tihi]

Handwritten initials/signature

[KARANGAHAKE TIHI] CONSERVATION COVENANT

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

THIS DEED of COVENANT is made this day of

BETWEEN THE TRUSTEES OF NGATI TARA TOKANUI TRUST, THE TRUSTEES OF HAKO TŪPUNA TRUST and THE TRUSTEES OF NGĀTI TAMATERĀ TREATY SETTLEMENT 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 (both the Conservation Values and the Reserve Values are referred to as the Land's Values).
- B. Management of the Land's Values requires some restrictions on the Owner's use of the Land without the Minister's consent and the enabling of the Minister to undertake certain activities on the Land.
- C. The Owner is the registered proprietor of the Land described in Schedule 1 as a result of a Treaty settlement with the Crown in accordance with Deeds of Settlement dated [] and implemented by the Ngāti Tara Tokanui Settlement Act [], Hako Settlement Act [] and Ngāti Tamaterā Settlement Act [].
- D. The parties to the Deed of Settlement agree the Land's Values 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.
- E. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Land's 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.

UAB


1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"Conservation and Reserve Values" means the preservation and protection of natural, landscape and historic resources including Conservation and Reserve 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.

"Director-General" means the Director-General of Conservation.

"Fence" includes a gate.

"Land's Values" means the Conservation and Reserve values specified in Schedule 1.

"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.

"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.

1.1.1 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.

1.1.2 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

1.1.3 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 to preserve and protect the Land's Values;

2.1.2 to provide, subject to section 4 and Schedule 3 of this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3 IMPLEMENTATION OF OBJECTIVES

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

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- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3 and Schedule 3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 subject to Schedule 3, the planting of any species of exotic tree, shrub or other plant, or any other plant not endemic to and not sourced from the location in which the Land is situated;
- 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 subject to Schedule 3, 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 degradation of the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other watercourse in or on the Land;
- 3.1.10 any other activity which might have a more than minor adverse effect on the Land's 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; and
- 3.1.12 the erection of utility transmission lines across the Land.

3.2 Subject to the Owner having no obligation to do anything to improve the land beyond its condition at the date of this Covenant, the Owner must take all reasonable steps to maintain the Land, including:

- 3.2.1 eradicating or controlling all weeds and pests on the Land to the extent required by any statute; and, in particular, complying with the provisions of, and any notices given under, the Biosecurity Act 1993 and in so doing the Owner may undertake minor clearance of vegetation;
- 3.2.2 co-operating 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 keeping the Land free from exotic tree species;
- 3.2.4 keeping the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

Handwritten initials or signature.

Handwritten initials or signature.

- 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, granting 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 keeping all existing Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2; and
- 3.2.7 complying with all requisite statutes, regulations and bylaws in relation to the Land.

4 PUBLIC ACCESS

- 4.1 Subject to Schedule 3, the Owner must, subject to this Covenant, permit the public to enter upon the Land for non-commercial purposes without the consent of the Owner provided the public:
 - 4.1.1 only access the Land by foot;
 - 4.1.2 do not take firearms or animals on the Land; and
 - 4.1.3 do not camp on the Land.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 5.1 The Minister must:
 - 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant;
 - 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.

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 DISPOSAL 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 Trespass Act

- 10.1.1 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.
- 10.1.2 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.

10.2 Reserves Act

- 10.2.1 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.

10.3 Registration

- 10.3.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

10.4 Acceptance of Covenant

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

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.

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 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.

TK 04/10

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, by facsimile or by electronic mail addressed to the receiving party at the address, facsimile number or electronic mail address set out in Schedule 2.
- 13.2 A notice given in accordance with clause 13.1 will be deemed to have been received in the case of:
 - 13.2.1 personal delivery, on the date of delivery;
 - 13.2.2 pre-paid post, on the third working day after posting;
 - 13.2.3 facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch;
 - 13.2.4 electronic mail, on the day of successful delivery of the mail.
- 13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land or change in the particulars in Schedule 2 and must supply the Minister with the name and address of the new owner or person in control.

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.

Executed as a Deed

Signed by _____ as)
 Hako Tūpuna Trust Owner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

Signed by _____ as)
 Ngati Tamatera Treaty Settlement Trust Owner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

Signed by _____ as)
 Ngati Tara Tokanui Trust 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: _____

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SCHEDULE 1

Description of Land:

[Karangahake Tihi]

South Auckland Land District—Hauraki District

[Approx 10 hectares, being being Part Lot 4 DP 316844. Part computer freehold register 65780, subject to survey].

[Post-survey, the above text can be deleted and replaced by []].

Section [] on SO []

Conservation and Reserve Values:

Historic and cultural values due to the cultural, spiritual and historic relationship of Hako, Ngāti Tamaterā and Ngati Tara Tokanui with [Karangahake Tihi] and Ohinemuri.

Habitat and biodiversity values as a regenerating area of indigenous forest in Ohinemuri and at the northern end of the Kaimai Mamaku range that is part of an important ecological corridor between the Kaimai Mamaku Forest Park and Coromandel Ranges. Vegetation cover includes broadleaf and hardwood species.

Scenic values due to its forming a backdrop to the Karangahake Gorge and for the extensive views from the trig out over the Hauraki plains, Ohinemuri and to the Southern Hauraki coastline.

Recreational values arising from the Land being crossed by the Mt Karangahake Walk Track, part of an extensive network of walks that form an important part of the Karangahake Gorge visitor experience.

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SCHEDULE 2

Address for Service

The address for service of the Owner is:

The address for service of the Minister is:

WJW
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SCHEDULE 3

Special Conditions

Recreational facilities

1. For avoidance of doubt, clause 2.1.2 does not place any obligation on the Owner over and above allowing physical access to and within the Land, and does not include an obligation to provide facilities, recreational or otherwise, for public enjoyment of the Land.

Taking of plant material

2. Despite clause 3.1.2 the Owner may authorise the taking or removal of materials from native plants, shrubs and trees from the Land in accordance with tikanga Maori for customary purposes, but in granting such authorisations shall ensure that any impact on the Conservation and Reserve Values is minimised.

Propagation

3. Despite clause 3.1.2, the Owner may take seed or cuttings of plant species from the Land for propagation purposes and planting within the Land. This right to take native plant seed and cuttings does not include harvesting of seed or the taking of cuttings for commercial purposes.

Removal of rock

4. Despite clause 3.1.11, the Owner may take rock of any kind from the Land for cultural or spiritual purposes.

Fencing

5. For avoidance of doubt, the obligations under clause 3.2.6 do not require the Owner to improve the fences beyond their condition or type at the date of this Covenant.
6. Clause 3.2.6 only applies where boundary fences in place at the time of this Covenant, are required to prevent farm animals on adjoining land from entering the Land.

Managing public access

7. Despite clause 4.1, the Owner may manage public access (including restrictions) in order to protect the privacy of users of buildings and associated areas, wāhi tapu, the Conservation and Reserve Values, or for the purposes of public safety. However, any restrictions cannot exclude the public from all of the Land indefinitely.
8. For avoidance of doubt, any member of the public when on the land may not undertake an activity in clause 3.1.

Cultural activities

9. The Owner may undertake cultural activities on the Land, subject to:
 - (a) consultation with the Department of Conservation; and

(b) any effects on the Conservation and Reserve Values being no more than minor.

WAB
TR

GRANT OF CONSERVATION COVENANT

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

to

MINISTER OF CONSERVATION

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

**Legal Services
Department of Conservation**

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Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.22: CONSERVATION COVENANT FOR TOKATEA

7.22 Conservation Covenant for Tokatea

Handwritten initials/signature

DOCUMENTS

7.22: CONSERVATION COVENANT FOR TOKATEA

CONSERVATION COVENANT

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

THIS DEED of COVENANT is made this day of

BETWEEN

[THE TRUSTEES OF THE TE PATUKIRIKIRI IWI TRUST] [*names to be inserted*] as to a half share
AND [THE TRUSTEES OF THE NGĀTI TAMATERĀ TREATY SETTLEMENT TRUST] [*names to be inserted*] as to a half share (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 (both the Conservation Values and the Reserve Values are referred to as the Land's Values).
- B Management of the Land's Values requires some restrictions on the Owner's use of the Land without the Minister's consent and the enabling of the Minister to undertake certain activities on the Land.
- C The Owner is the registered proprietor of the Land described in Schedule 1 as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated and implemented by the Act
- D The parties to the Deed of Settlement agree the Land's Values 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.
- E The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Land's 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 and Reserve Values" means the preservation and protection of natural, landscape and historic resources including Conservation and Reserve Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and

Handwritten initials and signature

DOCUMENTS

7.22: CONSERVATION COVENANT FOR TOKATEA

	recreational enjoyment by the public, and safeguarding the options of future generations.
"Director-General"	means the Director-General of Conservation.
"Fence"	includes a gate.
"Land's Values"	means the Conservation and Reserve values specified in Schedule 1.
"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.
"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.

- 1.1.1 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.1.2 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.1.3 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 to preserve and protect the Land's Values;
- 2.1.2 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3 IMPLEMENTATION OF OBJECTIVES

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, or any other plant not endemic to and not sourced from the location in which the Land is situated ;
- 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;

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7.22: CONSERVATION COVENANT FOR TOKATEA

- 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 a more than minor adverse effect on the Land's 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 eradicating or controlling all weeds and pests on the Land to the extent required by any statute; and, in particular, complying with the provisions of, and any notices given under, the Biosecurity Act 1993 and in so doing the Owner may undertake minor clearance of vegetation.
 - 3.2.2 co-operating 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 keeping the Land free from exotic tree species;
 - 3.2.4 keeping 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, granting 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 keeping 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 complying with all requisite statutes, regulations and bylaws in relation to the Land.
- 4 PUBLIC ACCESS**
- 4.1 The Owner must, subject to this Covenant, permit the public to enter upon the Land for non-commercial purposes without the consent of the Owner provided the public:
- 4.1.1 only access the Land by foot;
 - 4.1.2 do not take firearms or animals on the Land;
 - 4.1.3 do not camp on the Land.

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7.22: CONSERVATION COVENANT FOR TOKATEA

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.

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 DISPOSAL 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 Trespass Act:

10.1.1 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;

10.1.2 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.

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7.22: CONSERVATION COVENANT FOR TOKATEA

10.2 Reserves Act

- 10.2.1 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.

10.3 Registration

- 10.3.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

10.4 Acceptance of Covenant

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

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.

DOCUMENTS

7.22: CONSERVATION COVENANT FOR TOKATEA

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, by facsimile or by electronic mail addressed to the receiving party at the address, facsimile number or electronic mail address set out in Schedule 2.

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

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

13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land or change in the particulars in Schedule 2 and must supply the Minister with the name and address of the new owner or person in control.

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.

DOCUMENTS

7.22: CONSERVATION COVENANT FOR TOKATEA

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

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: _____



DOCUMENTS

7.22: CONSERVATION COVENANT FOR TOKATEA

SCHEDULE 1

Description of Land:

Tokatea

South Auckland Land District—Thames-Coromandel District

All that piece of land containing 19.6400 hectares, more or less, being Section 1 SO 482898.

Conservation and Reserve Values to be protected:

[Habitat values from vegetation cover comprised of highly modified lowland forest with regenerating rata/tawa forest, manuka scrub, rewarewa/mānuka and towai.

Biodiversity values from species including kiwi, kaka, Archeys and Hochstetters frogs, and possibly native bats.

Scenic and catchment protection values from location as backdrop to Coromandel township.

Recreational values as contains a section of the Kaipawa trig track.

Historical values as archaeological site T10-769 (gold mining) is within the site.]

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.22: CONSERVATION COVENANT FOR TOKATEA

SCHEDULE 2

Address for Service

The address for service of the Owner is:

The address for service of the Minister is:

DOCUMENTS

7.22: CONSERVATION COVENANT FOR TOKATEA

SCHEDULE 3

Special Conditions

1. The Owner may manage public access in order to protect wahi tapu, the Conservation and Reserve Values, or for the purposes of public safety, but may not prevent public access to the Land except with the prior consent of the Minister.
2. Despite clause 3.1 the Owner may authorise the taking or removal of plant materials from native plants, shrubs and trees from the Land in accordance with tikanga Maori for customary purposes.
3. Despite clause 3.1 the Owner may undertake minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.

DOCUMENTS

7.22: CONSERVATION COVENANT FOR TOKATEA

GRANT OF CONSERVATION COVENANT

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

to

MINISTER OF CONSERVATION

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

Legal Services
Department of Conservation

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.23: RIGHT OF WAY EASEMENT FOR TOKATEA

7.23 Right of Way Easement for Tokatea

DOCUMENTS

7.23: RIGHT OF WAY EASEMENT FOR TOKATEA

<hr/> Signature of Grantor (the trustees of the Ngāti Tamaterā Treaty Settlement Trust)	Signed in my presence by the Grantor:
	<hr/>
	<i>Signature of Witness</i>
	Witness Name:
	Occupation:
	Address:

Signed on behalf of Her Majesty the Queen by	Signed in my presence by the Grantee
acting under a delegation from the Minister of Conservation	
<hr/>	<hr/>
Signature of Grantee	<i>Signature of Witness</i>
	Witness Name:
	Occupation:
	Address:

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee

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

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.23: RIGHT OF WAY EASEMENT FOR TOKATEA

ANNEXURE SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	A, B and C on SO 482898 The Easement Area	Section 1 SO 482898 The Grantor's Land	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in **Annexure Schedule B**.

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

DOCUMENTS

7.23: RIGHT OF WAY EASEMENT FOR TOKATEA

ANNEXURE SCHEDULE B

Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot and when the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on adjoining land administered by the Grantee, then the Grantee its employees or contractors may proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms) and dogs to carry out the work.
- 1.3 The right of way includes –
 - 1.3.1 the right to repair and maintain the existing recreation and access track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - 1.3.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track.
 - 1.3.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land.
 - 1.3.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.
- 1.4 The right of way does not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.
- 1.5 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.

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

DOCUMENTS

7.23: RIGHT OF WAY EASEMENT FOR TOKATEA

Easement Instrument	Dated:	Page of pages
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1.6 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor

1.7 The public may not light any fires or deposit any rubbish or other materials on the Easement Area.

2 General rights

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

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

2.3 The Grantee may transfer or otherwise assign this easement.

3 Repair, maintenance, and costs

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

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

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

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

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

4 Rights of entry

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

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

DOCUMENTS

7.23: RIGHT OF WAY EASEMENT FOR TOKATEA

Easement Instrument	Dated:	Page of pages
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- 4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
- 4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and
- 4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.
- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

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

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

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

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7.23: RIGHT OF WAY EASEMENT FOR TOKATEA

Easement Instrument	Dated:	Page of pages
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- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

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

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

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

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.24: CONSERVATION COVENANT FOR TE TIHI O HAUTURU

7.24 Conservation Covenant for Te Tihi o Hauturu

TE TIHI O HAUTURU CONSERVATION COVENANT

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

THIS DEED of COVENANT is made this day of
BETWEEN NGĀTI MARU RŪNANGA TRUST; and
NGĀTI TAMATERĀ TREATY SETTLEMENT TRUST; and
TE TĀWHARAU O NGĀTI PŪKENGA (the Owners)
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 (both the Conservation Values and the Reserve Values are referred to as the Land's Values).
- B. Management of the Land's Values requires some restrictions on the Owners' use of the Land without the Minister's consent and the enabling of the Minister to undertake certain activities on the Land.
- C. The Owners are the registered proprietor of the Land described in Schedule 1 as a result of Treaty settlements with the Crown in accordance with Deeds of Settlement dated [] and implemented by the Ngāti Maru Claims Settlement Act [], Ngāti Tamaterā Claims Settlement Act [] and the Ngāti Pukenga Claims Settlement Act [].
- D. The parties to the Deed of Settlement agree the Land's Values 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.
- E. The Owners have therefore agreed to grant the Minister a Covenant over the Land to preserve the Land's 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 Owners and Minister agree as follows.

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1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"Conservation and Reserve Values" means the preservation and protection of natural, landscape and historic resources including Conservation and Reserve 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.

"Director-General" means the Director-General of Conservation.

"Fence" includes a gate.

"Land's Values" means the Conservation and Reserve values specified in Schedule 1.

"Natural Water" includes water contained in streams the banks of which have, from time to time, been re-aligned.

"Owners" means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.

"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.

1.1.1 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.

1.1.2 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

1.1.3 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 to preserve and protect the Land's Values;

2.1.2 to provide, subject to section 4 and Schedule 3 of this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3 IMPLEMENTATION OF OBJECTIVES

3.1 Unless agreed in writing by the parties the Owners 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 and Schedule 3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 subject to Schedule 3, the planting of any species of exotic tree, shrub or other plant, or any other plant not endemic to and not sourced from the location in which the Land is situated;
- 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 subject to Schedule 3, 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 degradation of the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other watercourse in or on the Land;
- 3.1.10 any other activity which might have a more than minor adverse effect on the Land's 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; and
- 3.1.12 the erection of utility transmission lines across the Land.

3.2 Subject to the Owners having no obligation to do anything to improve the land beyond its condition at the date of this Covenant, the Owners must take all reasonable steps to maintain the Land, including:

- 3.2.1 eradicating or controlling all weeds and pests on the Land to the extent required by any statute; and, in particular, complying with the provisions of, and any notices given under, the Biosecurity Act 1993 and in so doing the Owners may undertake minor clearance of vegetation;
- 3.2.2 co-operating 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;

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- 3.2.3 keeping the Land free from exotic tree species;
- 3.2.4 keeping the Land free from rubbish or other unsightly or offensive material arising from the Owners' use of the Land;
- 3.2.5 subject to consultation between the Owners and the Minister and observance of any reasonable conditions imposed by the Owners, granting 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 keeping all existing Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2; and
- 3.2.7 complying with all requisite statutes, regulations and bylaws in relation to the Land.

4 PUBLIC ACCESS

- 4.1 Subject to Schedule 3, the Owners must, subject to this Covenant, permit the public to enter upon the Land for non-commercial purposes without the consent of the Owners provided the public:
 - 4.1.1 only access the Land by foot;
 - 4.1.2 do not take firearms or animals on the Land; and
 - 4.1.3 do not camp on the Land.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 5.1 The Minister must:
 - 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant;
 - 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.

6 JOINT OBLIGATIONS

- 6.1 The Owners 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.

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8 OBLIGATIONS ON DISPOSAL OF LAND

- 8.1 If the Owners sell, lease, or part with possession of the Land, the Owners must ensure that the Owners obtain 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 Owners fail to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owners will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owners has parted with all interest in the Land in respect of which a breach occurs.

9 CONSENTS

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

10 MISCELLANEOUS MATTERS

10.1 Trespass Act

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

10.2 Reserves Act

- 10.2.1 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.

10.3 Registration

- 10.3.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

10.4 Acceptance of Covenant

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

11 DEFAULT

- 11.1 Where either the Owners 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 Owners 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 Owners 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 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, by facsimile or by electronic mail addressed to the receiving party at the address, facsimile number or electronic mail address set out in Schedule 2.
- 13.2 A notice given in accordance with clause 13.1 will be deemed to have been received in the case of:
 - 13.2.1 personal delivery, on the date of delivery;
 - 13.2.2 pre-paid post, on the third working day after posting;
 - 13.2.3 facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch;
 - 13.2.4 electronic mail, on the day of successful delivery of the mail.
- 13.3 The Owners must notify the Minister of any change of ownership or control or all or any part of the Land or change in the particulars in Schedule 2 and must supply the Minister with the name and address of the new owner or person in control.

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.

Executed as a Deed

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

Witness: _____

Address: _____

Occupation: _____

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

Witness: _____

Address: _____

Occupation: _____

Handwritten initials/signature

Signed by _____ as)
Owners 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: _____

W.A.H.
TS

SCHEDULE 1

Description of Land:

South Auckland Land District—Thames-Coromandel District

All that piece of land containing 301.000 hectares, approximately, being Part Section 31 Block II

Hastings Survey District. Part *Gazette* 1971, p 847.

As shown on OTS-403-41 and known as Te Tihi o Hauturu.

Conservation and Reserve Values:

[The Land is contiguous to the Coromandel Forest Park, which contains extensive and largely continuous tracts of indigenous vegetation. The Park is also used for recreation including tramping, walking and hunting.

The Land has scenic values as an elevated site (tihi), with the ridgeline mountain top a prominent landscape and landmark. It also has biodiversity, habitat and recreation values due to the Land adjoining the Coromandel Forest Park, as well as the tihi being an important and unique ecosystem with its own botanical and animal life. The tihi operates as a sanctuary with species able to retreat to this higher altitude area, where the threat of predators is reduced.

North Island brown kiwi, stag beetle and Hochstetters frog are found within the central block of the Coromandel Forest Park (which runs from Manaia to the south of Thames), and may be present in this vicinity. Likewise, common indigenous bird species may be present in this vicinity.]

WRB
R

SCHEDULE 2

Address for Service

The address for service of the Owners is:

The address for service of the Minister is:

Handwritten initials and signature

SCHEDULE 3

Special Conditions

Recreational facilities

1. For avoidance of doubt, clause 2.1.2 does not place any obligation on the Owners over and above allowing physical access to and within the Land, and does not include an obligation to provide facilities, recreational or otherwise, for public enjoyment of the Land.

Taking of plant material

2. Despite clause 3.1.2 the Owners may authorise the taking or removal of materials from native plants, shrubs and trees from the Land in accordance with tikanga Maori for customary purposes, but in granting such authorisations shall ensure that any impact on the Conservation and Reserve Values is minimised.

Propagation

3. Despite clause 3.1.2, the Owners may take seed or cuttings of plant species from the Land for propagation purposes and planting within the Land. This right to take native plant seed and cuttings does not include harvesting of seed or the taking of cuttings for commercial purposes.

Removal of rock

4. Despite clause 3.1.11, the Owners may take rock of any kind from the Land for cultural or spiritual purposes.

Fencing

5. For avoidance of doubt, the obligations under clause 3.2.6 do not require the Owners to improve the fences beyond their condition or type at the date of this Covenant.
6. Clause 3.2.6 only applies where boundary fences in place at the time of this Covenant, are required to prevent farm animals on adjoining land from entering the Land.

Managing public access

7. Despite clause 4.1, the Owners may manage public access (including restrictions) in order to protect the privacy of users of buildings and associated areas, wāhi tapu, the Conservation and Reserve Values, or for the purposes of public safety. However, any restrictions cannot exclude the public from all of the Land indefinitely.
8. For avoidance of doubt, any member of the public when on the land may not undertake an activity in clause 3.1.

Cultural activities

9. The Owners may undertake cultural activities on the Land, subject to:

Handwritten signature

(a) consultation with the Department of Conservation; and

(b) any effects on the Conservation and Reserve Values being no more than minor.

[Handwritten signature]
UKAS

GRANT OF CONSERVATION COVENANT

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

to

MINISTER OF CONSERVATION

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

**Legal Services
Department of Conservation**

TE ddb

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.25: RIGHT OF WAY EASEMENT TYPE A FOR THE WAIKAWAU PROPERTY

**7.25 Right of Way Easement Type A for the
Waikawau property**

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

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

[TRUSTEES OF THE NGĀTI TAMATERĀ TREATY SETTLEMENT TRUST]

Grantee

HER MAJESTY THE QUEEN ACTING BY AND THROUGH THE MINISTER OF CONSERVATION

Grant of Easement or *Profit à prendre* or Creation of Covenant

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Pedestrian Right of Way	[The area marked red on the attached deed plan OTS-403-43 (subject to survey)]	[Section [] on SO [] (subject to survey)]	In gross

Handwritten initials/signature

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

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002

The implied rights and powers are hereby ~~[varied and added to]~~ ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:

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

the provisions set out in Annexure Schedule 1.

Covenant provisions

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

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

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule _____]~~

Annexure Schedule 1

Insert type of instrument

Easement

Dated

Page

1

of

1

Pages

Continue in additional Annexure Schedule, if required.

1. Easement Facility

- 1.1 The definition of "easement facility" in clause 1 of Schedule 4 of the Land Transfer Regulations 2002 ("Regulations") is varied by adding the following new sub-clause (g):

"(g) In relation to a pedestrian right of way, means that part of the land described in the stipulated area and includes (for the avoidance of doubt) the pedestrian pathway, any other improvements or structures located in the stipulated area."

2. Additional Provisions Relating to Right of Way (Pedestrian Only)

- 2.1 In respect of the pedestrian right of way easements created pursuant to this easement instrument only, the definition of "grantee" in clause 1 of the Regulations is deleted and replaced with the following:

"grantee, in relation to an easement creating a right of way (pedestrian only) means Her Majesty the Queen and (subject to the provisions of this easement instrument) all other persons to the extent permitted by Her Majesty the Queen either generally or specifically (which may include members of the general public)."

3. Rights and Powers applying to Pedestrian Right of Way

- 3.1 The Regulations are varied by adding the following rights and powers in respect of the pedestrian right of way easement created by this instrument as set out below:

(a) Pedestrian Right of Way

- (i) A pedestrian right of way includes the right for the grantee in common with the grantor and other persons to who the grantor may grant similar rights, at all times, to pass and re-pass on foot [and/or bicycle] over and along the easement facility.
- (ii) The right to pass and repass on foot [and/or bicycle] over and along the stipulated area with or without any kind of domestic animal.
- (iii) A pedestrian right of way includes:
 - (A) the right to create a pedestrian pathway, to repair and maintain the pedestrian pathway, (and if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - (B) the right to erect and maintain any signs, notices or traffic control devices required for the safe operation of the pedestrian right of way created by this instrument; and
 - (C) the right to realign, replace or remove the easement facility anywhere within the stipulated area (and, if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - (D) the right to have the easement facility kept clear at all times of obstructions (whether caused by deposit of materials or unreasonable impediment) to the use and enjoyment of the footpath.

WMB
P

Vest Fee Simple



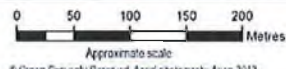
Sourced from LINZ Topo 250 Crown Copyright Reserved



3m marginal strip to be created

5.44 hectares, approximately, being Sections 1 and 2 SO 455575, Part Sections 24, 25 and 28 Block VI Hastings Survey District and Lots 2 and 4 DPS 28291. Subject to survey
0.10 hectares, approximately, being Part Section 29 Block VI Hastings Survey District. Subject to survey.

--- Right of Way Easement to be created



OTS-403-43

South Auckland Land District
Territorial Authority: Thames-Coromandel District
Compiled as a graphic representation
Boundaries are indicative only

Waikawau property
Areas referred to in the deed of settlement between
Ngāti Tamatera and the Crown

Approved as to boundaries
DRAFT - FOR DISCUSSION
for Ngāti Tamatera
PURPOSES ONLY
for and on behalf of the Crown

CMB
JD

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.26: RIGHT OF WAY EASEMENT TYPE B FOR WAIKAWAU PROPERTY

**7.26 Right of Way Easement Type B for the
Waikawau property**

 WRD

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

Grantor

Surname must be underlined

[The trustees of the Ngāti Tamaterā Treaty Settlement Trust] [Names to be inserted]

Grantee

Surname must be underlined

Waikawau Properties Limited

Grant* of easement or *profit à prendre* or creation or covenant

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

Dated this

day of

20

Attestation

See annexure schedule

Signed in my presence by the Grantor

Signature [common seal]
of Grantor

Signature of witness
Witness to complete in BLOCK letters (unless legibly printed)
Witness name
Occupation
Address

See annexure schedule

Signed in my presence by the Grantee

Signature [common seal]
of Grantee

Signature of witness
Witness to complete in BLOCK letters (unless legibly printed)
Witness name
Occupation
Address

JK 1/10/16

**Annexure
Schedule 1**

Schedule A

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient Land (Identifier/CT)	Dominant Land (Identifier/CT or in gross)
Right of Way	Marked "A", on SO	[Waikawau property] [OTS land team to provide legal description]	[Waikawau Properties Limited Land] [OTS land team to provide legal description]

Easements 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.

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

Annexure

Schedule 2

Right of Way

1. The Grantor grants to the Grantee, in common with the Grantor and other persons to whom the Grantor may grant similar rights, an easement of right of way over and along the Easement Land for the purpose of accessing the Dominant Land on the terms set out in this Instrument.
2. Despite any other provision in this Instrument, the Grantee may only exercise the rights in this Instrument while the Resource Consent is held by the registered proprietor of the Dominant Land and the Resource Consent is operative.

Rights and Powers of Right of Way

3. The Grantor grants to the Grantee from time to time and at all times:
 - (a) the full, free, uninterrupted and unrestricted right, liberty and privilege to pass and re-pass on foot or with vehicles over and along the Easement Land for the purpose of accessing the Dominant Land; and
 - (b) the right to go over and along the Easement Land on foot or with vehicles, and with or without machines, equipment and implements.
4. The rights granted under clause 3 of this Instrument include the right for the Grantee (at its cost) to form the surface of the Easement Land, to repair and maintain the Easement Land and the right to enter onto the Easement Land for those purposes.

Repair and Maintenance

5. Without limiting clause 4, the Grantee is responsible solely for arranging the repair and maintenance of the Easement Land and meeting any associated requirements of the relevant local authority, and for all associated costs, so as to keep the Easement Land in good order and to prevent it from becoming a danger or nuisance. Where the Grantor has permitted third parties to use the Easement Land, the Grantor will arrange for those third parties to contribute to the costs of maintaining the Easement Land.
6. In exercising its rights under this Instrument the Grantee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Easement Land.
7. The Grantee shall remedy promptly any damage caused by the Grantee to the Easement Land. The costs of repair and maintenance of the Easement Land (including restoring the surface thereof) will be met by the Grantee. Where any repair or maintenance has become necessary by the act, neglect or default of the Grantor, the Grantor shall bear the cost of such repair and maintenance.

Change of Location of Right of Way

8. The Grantor may, at its sole discretion, decide to form a new right of way route ("**New Easement Land**") in substitution for the Easement Land.
9. If clause 8 applies:
 - (a) the Grantor will grant to the Grantee a right of way easement over the New Easement Land on the same terms and conditions as in this Instrument, but excluding clauses 8 and 9;
 - (b) the location of the New Easement Land shall be agreed between the Grantor and the Grantee;
 - (c) the Grantor will undertake the work to form the new right of way on the New Easement Land to the same standard as the Easement Land, or to a standard that shall be agreed between the Grantor and the Grantee;
 - (d) the Grantor and the Grantee will agree upon a contractor to carry out the work to form the new right of way and the Grantor will obtain the Grantee's agreement to the estimated cost before any work is commenced on the New Easement Land;
 - (e) the Grantor and the Grantee will do all acts and things necessary (including obtaining any mortgagee or encumbrancee consents and all other statutory or regulatory consents) to surrender this Instrument, to survey and deposit the survey plan required for the New Easement Land and to register an easement instrument in relation to the right of way easement over the New Easement Land;
 - (f) the costs related to this clause 9 will be borne as follows:
 - (i) the Grantee agrees to meet the costs of the new right of way over the New Easement Land subject to clause 9(d) of this Instrument being complied with;
 - (ii) the Grantee will pay for all costs associated with the survey of the New Easement Land, obtaining, and complying with any conditions of, any statutory or regulatory consents, registration of the surrender of this Instrument and the registration of the easement instrument for the right of way easement over the New Easement Land; and
 - (iii) the Grantor and the Grantee will each bear their own legal costs and other costs related to this clause 9, and their own costs incurred in each obtaining any mortgagee or encumbrancee consents that either party may be required to obtain in surrendering this Instrument

and/or granting the new right of way easement over the New Easement Land.

10. If, at any time following the execution of this Instrument, the Grantor exercises its discretion to form a new right of way route in substitution for the New Easement Land ("**Subsequent New Easement Land**"), clause 9 applies except that the Grantor will meet all of the costs of the new right of way on the Subsequent New Easement Land.

Erection of Notices

11. The Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Easement Land including without limitation the right for the Grantee to erect signs and/or notices warning of any danger.

Minimisation of Disruption

12. Without limiting the rights granted under this Instrument, the Grantee shall use all reasonable endeavours to cause as little disturbance and disruption to the carrying on of the enjoyment of the Servient Land by the Grantor.

Grantor not to interfere with Grantee's Rights

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

Default

14. If either party fails ("**Defaulting Party**") to perform or join with the other party ("**Other Party**") in performing any obligation under this Instrument, the following provisions will apply:
- (a) the Other Party may serve a written notice on the Defaulting Party ("**Default Notice**") specifying the default and requiring the Defaulting Party to perform or to join in performing the obligation and stating that, after the expiry of one month from service of the Default Notice, the other party may perform the obligation;
 - (b) if after the expiry of one month from service of the Default Notice, the Defaulting Party has not performed or joined in performing the obligation, the Other Party may:
 - (i) perform the obligation; and
 - (ii) for that purpose enter on to the Dominant Land or the Servient Land;
 - (c) the Defaulting Party must pay to the other party the costs of:
 - (i) the Default Notice; and



- (ii) the Other Party in performing the obligation of the Defaulting Party;
within one month of receiving written notice of the Other Party's costs; and
- (d) the Other Party may recover any money payable under clause 14(c) from the Defaulting Party as a liquidated debt.

Dispute Resolution

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

Notices

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

Termination

- 18. Subject to clause 19, there is no implied power in this Instrument for the Grantor to terminate the easement rights due to the Grantee breaching any term of this Instrument or for any other reason, it being the intention of the parties that the easement rights will continue forever unless surrendered.
- 19. Despite clause 18, the Grantor may terminate the rights under this Instrument and require the Grantee to do all acts and things necessary to surrender this Instrument if:
 - (a) the Resource Consent ceases to be held by the registered proprietor of the Dominant Land; or



- (b) the Resource Consent lapses, expires, is cancelled or otherwise ceases to be operative for any reason.
20. If clause 19 applies, the Grantor must first give written notice ("**Termination Notice**") to the Grantee to take action to ensure that the Resource Consent is held by the registered proprietor of the Dominant Land and is operative, and specify a reasonable time in the Termination Notice for the Grantee to ensure that the Resource Consent is held by the registered proprietor of the Dominant Land and is operative.
21. If the Grantee fails, within the time specified in the Termination Notice, to ensure that the Resource Consent is held by the registered proprietor of the Dominant Land and is operative, the Grantor may, at any time after that, require the Grantee to do all acts and things necessary to surrender this Instrument (at the Grantee's cost) and the Grantee's rights under this Instrument will be at end.
22. The Grantor may recover any money payable under clause 21 from the Grantee as a liquidated debt.

Severability

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

Definitions and Interpretation

24. In this Instrument unless the context otherwise requires:

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

"**Easement Land**" means that part of the Servient Land marked "A" on SO plan xxxxx

"**New Easement Land**" means that part of the Servient Land marked "B" on SO plan xxx or another route agreed in substitution of the Easement Land.

"**Grantee**" means the registered proprietor of the Dominant Land and includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantee but does not include members of the general public.

"**Grantor**" means the registered proprietor of the Servient Land and includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantor.

"**Instrument**" means this instrument.

Handwritten signature and initials

"Resource Consent" means resource consent RMA 19990368 and RMA 20020506 granted to Waikawau Properties Limited by the Thames-Coromandel District Council in relation to the activities provided for in the Waikawau Tramcars Management Plan dated November 1999 (redated "May 2000" and then "October 2002") and as amended only as set out in the resource consent decision dated 13 July 2000, as varied by the registered proprietor of the Dominant Land and the Thames-Coromandel District Council from time to time; and includes any resource consent granted to the registered proprietor of the Dominant Land in substitution for this resource consent.

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

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

Handwritten initials and signature

SIGNED as a Deed on [date]

SIGNED by the following signatories as Grantor)
)
)

in the presence of

Signature

Witness signature

[Note: three trustees will need to sign this Instrument]

Full name

Address

Occupation

SIGNED by **Waikawau Properties Limited** as Grantee)
)
)

in the presence of

Signature of Director

Witness signature

Full name

Full Name of Signatory

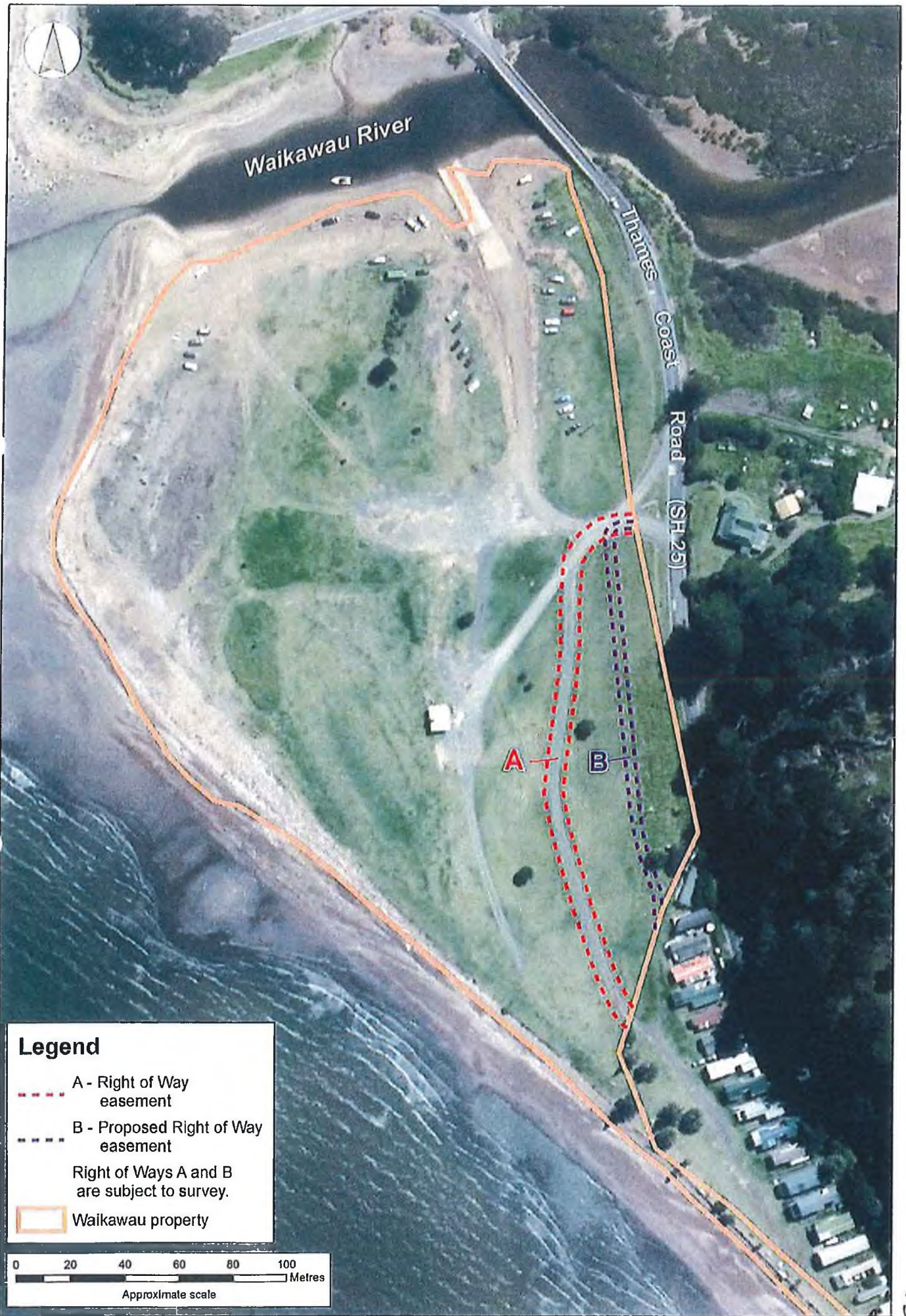
Address

Occupation

Signature of Director

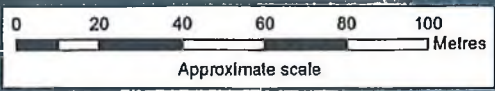
Full name of Signatory

CP
CP



Legend

- - - - A - Right of Way easement
- - - - B - Proposed Right of Way easement
- Right of Ways A and B are subject to survey.
- Waikawau property



Handwritten signature and initials

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.27: GRAZING LICENCE FOR WHENUAKITE STATION

7.27 Grazing Licence for Whenuakite Station

DOCUMENTS

7.27: GRAZING LICENCE FOR WHENUAKITE STATION

Grazing Licence Whenuakite Station

Information Schedule

Date of Licence:

Licensee: Landcorp [Holdings/Farming] Limited

Address for service: 15 Allen Street, PO Box 5349, Wellington 6145

Telephone: 04 381 4050 **Contact:** []

Fax: 04 384 1194 **Email:** []@landcorp.co.nz

Licensor: Her Majesty the Queen acting by and through the Chief Executive of the Ministry of Justice

Address for service: [insert address details]

Telephone: [] **Contact:** []

Fax: [] **Email:** []

Address of Land: Whenuakite Farm, []

Licence fee: [To be agreed - insert licence fee and specify times payable]

Payment period: Monthly **First payment:** [insert the date immediately following the settlement date of the property]

Licensor's bank a/c: [insert]

Start date: [insert the date] **End date:** [insert the date six months after the Start Date or agreed date¹]

Permitted use: Removal of livestock (and pending removal, right to graze livestock)

Default interest rate: 14% **Public liability insurance:** \$1,000,000.00

Grant of Licence

The Licensor grants to the Licensee and the Licensee accepts from the Licensor, a **non-exclusive** licence to graze livestock on the Land, and to have access to the Land in common with the Licensor, on the terms and conditions set out in this Licence including any special conditions set out below.

Signed by the Licensee:	Signed by the Licensor:
Date:	Date:

¹ Agreed end date is to be the earliest date stock has been safely removed from the property.

DOCUMENTS

7.27: GRAZING LICENCE FOR WHENUAKITE STATION

Terms and Conditions

1 Definitions and interpretation

1.1 In this Licence:

Authority means any Government, territorial or other statutory authority having jurisdiction over or in respect of the Land and/or the Improvements;

Business Day means any day on which registered banks are open for general banking business in Wellington and Auckland, New Zealand, excluding weekends;

GST means the tax levied in accordance with the Goods and Services Tax Act 1985;

Improvements means any building, structure, dam or other improvements including any paving, sealing, mechanical services, plant, machinery, equipment and other fixtures and fittings installed on the Land at any time;

Land means all that land known as Whenuakite Station comprised in computer freehold register [];

Outgoings means all charges for electricity, water and other services consumed by the Licensee in respect of the Land and/or Improvements, including all connection, disconnection or other fees payable to the relevant Authority or supplier of the utility or service; and

Rates means any rates, charges, levies, assessments, duties, impositions and fees payable to any Authority from time to time in respect of the Land or Improvements.

- 1.2 The Information Schedule forms part of this Licence and all words and phrases specified in this Licence have the meanings ascribed to them in the Information Schedule.
- 1.3 Any provision of this Licence to be performed or observed by two or more persons binds those persons jointly and separately so that they may be sued together or alone if in breach of this Licence.

2 Term and early termination

- 2.1 This Licence is a short term licence and commences on the start date. The Licensee has no right to renew the term of this Licence.
- 2.2 This Licence will terminate on the earlier of:
- (a) removal of all the Licensee's livestock from the Land and the Licensee advising the Licensor in writing of the same; or
 - (b) the end date.
- 2.3 The Licensor may terminate this Licence in accordance with clause 13.1.
- 2.4 Termination of this Licence will not limit the rights of either party in respect of any claim or breach relating to the period before the termination date. The Licensee will not be

DOCUMENTS

7.27: GRAZING LICENCE FOR WHENUAKITE STATION

entitled to any form of compensation for any early termination by the Licensor pursuant to clause 2.2.

3 Licence fee

- 3.1 The Licensee must pay the licence fee specified in the Information Schedule to the Licensor at the times specified in the Information Schedule. All payments of the licence fee must be paid to the Licensor without any deduction or setoff by automatic bank authority to the Licensor's bank account specified in the Information Schedule.

4 Outgoings and Rates

- 4.1 The Licensee must pay all Outgoings and Rates for the Land directly to the relevant supplier or Authority or where any Outgoings and Rates are not separately assessed then by way of reimbursement to the Licensor. Any Outgoings or Rates payable by the Licensee relating to a period not falling wholly within the term of this Licence will be apportioned between the Licensor and the Licensee on a daily basis.

5 Insurance

- 5.1 The Licensee will at all times during the term of this Licence keep and maintain the following policies of insurance:
- (a) replacement insurance for the Licensee's Improvements situated on the Land; and
 - (b) public risk insurance for the business carried on by the Licensee on the Land for an amount of not less than the amount set out in the Information Schedule.

6 Use of the Land

- 6.1 The Licensee must not, without the prior written consent of the Licensor, use the Land and any Improvements for any purpose other than the purpose specified as the permitted use in the Information Schedule.
- 6.2 The Licensee must not construct, alter, relocate or demolish any Improvements or signage or undertake any earthworks on the Land without obtaining the prior written consent of the Licensor.
- 6.3 The Licensee will not cut, sell or remove any timber, trees, metal or soil from the Land.
- 6.4 On the expiry or termination of this Licence, the Licensee will immediately remove the Licensee's livestock and the Licensee's Improvements from the Land and make good all damage caused.

7 Fencing

- 7.1 The Licensor is under no liability to contribute towards the cost of erection or repair of any fences between the Land and any other land owned or occupied by the Licensor.

DOCUMENTS

7.27: GRAZING LICENCE FOR WHENUAKITE STATION

- 7.2 The Licensee must keep any boundary fencing around the land and any fencing within the land in the same good order, repair and condition as they were at the start date or the date of installation (if installed after the start date).
- 7.3 The Licensee is responsible for the cost of constructing, repairing, maintaining and keeping any boundary fencing around the Land or any fencing within the Land in good order, condition and repair.

8 Care of the Land and livestock

- 8.1 The Licensee must keep the Land and Improvements in the same good order, repair and condition as they were at the start date or the date of installation (if installed after the start date) and at the expiry or earlier termination of this Licence must yield them up in the same good order, repair and condition.
- 8.2 The obligations of the Licensee set out in clause 8.1 do not include responsibility for fair wear and tear and any damage caused by flood, fire, storm, earthquake, volcanic ash, tsunami, tornado, other natural disaster or accident where such damage is not attributable to any act or omission on the part of the Licensee or persons under the control of the Licensee.
- 8.3 The Licensee must stock the pasture in accordance with the rules of good husbandry generally recognised in the area in which the Land is situated.
- 8.4 The Licensee will keep all drains, ditches, creeks and watercourses on the Land open and clear of debris.
- 8.5 The Licensee must maintain all hedges, fences, gates and shelter belts on the Land and will ensure as a minimum requirement that all fences and gates are suitable for containing the livestock referred to in the Information Schedule.
- 8.6 The Licensee must take all reasonable steps in accordance with good farming practices to clear and keep clear the Land from all noxious weeds, rabbits and vermin.
- 8.7 The Licensee must, at the proper time for doing so in the locality of the Land, apply fertiliser to such parts of the Land as are laid down in pasture of a type and quantity which is in accordance with the Annual Fertiliser Plan prepared by the Licensee and must provide to the Licensor statements of fertiliser application within one calendar month after application of the fertiliser to the Land and otherwise on request.
- 8.8 [On the expiry or termination of this Licence, the Licensee must leave the relevant average number (dependent on the month of expiry or termination) of kilograms of dry matter per hectare for future use of the Licensor, as set out below:]

Month	Ave kg/ha
[insert months]	[insert kg/ha]

CURBA
A

DOCUMENTS

7.27: GRAZING LICENCE FOR WHENUAKITE STATION

- 8.9 The Licensee will not bring onto the Land or allow to remain on the Land any animal known or found to be dangerous or diseased.
- 8.10 The Licensee will, at its sole expense, take all reasonable steps to ensure that:
- (a) the livestock are at all times in a fit and healthy condition;
 - (b) the livestock are provided with adequate feed and water at all times; and
 - (c) the livestock are contained within fencing at all times, except when being moved around the Land by the Licensee as part of the permitted use.
- 8.11 The Licensee must immediately give notice to the Licensor of any damage or accident to or defects in the Land and any circumstances occurring within the Land likely to cause damage or injury.

9 Assignment

- 9.1 The Licensee may at any time assign this Licence to Landcorp Farming Limited without the Licensor's consent but the Licensee must give the Licensor written notice of the assignment.
- 9.2 Except as provided for in clause 9.1 the Licensee must not assign this Licence or sublicense the Land.

10 No warranty and acknowledgement of risk

- 10.1 The Licensor makes no warranty that the Land is or will remain suitable or adequate for any of the purposes of the Licensee and the Licensee accepts the Land as being satisfactory in all respects.
- 10.2 The Licensee agrees to occupy and use the Land and any Improvements at the Licensee's own risk.

11 Contamination

- 11.1 The Licensee must adopt practices with respect to avoiding contamination to the Land consistent with any statutory or regulatory requirements in existence from time to time.
- 11.2 The Licensee must remove any contamination to the Land, any nearby land and any water (whether over or under the ground) caused by the Licensee by carrying out all necessary work, but only after full consultation with the Licensor and the appropriate Authorities.

12 Compliance with laws

- 12.1 The Licensee will comply with all laws (including statutes, regulations and codes of practice) placing an obligation on the Licensee in respect of the Land.

DOCUMENTS

7.27: GRAZING LICENCE FOR WHENUAKITE STATION

- 12.2 The Licensee must not commit, permit or suffer on the Land any act which may be a nuisance or annoyance to any neighbouring properties.

13 Default

- 13.1 If the Licensee defaults in the performance of any of its obligations under this Licence, the Licensor may give notice to the Licensee setting out the default and requiring that the Licensee remedy the default within a specified timeframe. If the Licensee does not remedy the default within the timeframe, the Licensor may immediately terminate this Licence by giving notice to the Licensee.

- 13.2 If the Licensee defaults in payment of the licence fee or other money payable under this Licence for 10 Business Days then the Licensee will pay interest at the default interest rate set out in the Information Schedule on the money unpaid from the due date for payment down to the date of payment upon demand.

14 Costs

- 14.1 Each party will pay their own costs relating to any assignment of this Licence. The Licensee must pay all of the Licensor's costs (including legal costs) relating to the enforcement or attempted enforcement of the Licensor's rights, remedies and powers under this Licence.

15 General

- 15.1 The Licensee acknowledges that this Licence is personal only privilege and does not take effect as a lease and does not create any legal estate or caveatable interest in the Land.
- 15.2 All notices under this Licence must be in writing and personally delivered, posted, faxed or emailed to the address or number set out in the Information Schedule (unless otherwise directed by the relevant party). Any notices personally delivered will be deemed given when delivered. Any notices posted will be deemed given 2 Business Days after posting. Any notices faxed or emailed will be deemed given on the first Business Day following the day of sending.

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.28: RESTRICTIVE COVENANT FOR Ō-KAHAROA KI WAENGANUI SITE C

7.28 Restrictive Covenant for Ō-kaharoa ki waenganui site C

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Covenant provisions

The provisions applying to the specified covenants are those set out in Annexure Schedule 1.

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

J. W. W.

Annexure Schedule 1

Insert type of instrument

Restrictive Land Covenant

Dated []

Page 1 of 2 Pages

Continue in additional Annexure Schedule, if required.

1 Restrictive Covenant

- 1.1 The Grantor will not carry out or permit to be carried out any development on the Covenant Area (or any part of it) including, without limitation, the erection of any fence, building, structure or other improvement for any purpose with the exception of any development comprising low impact building(s) and related improvements carried out on the Covenant Area for cultural or tourism purposes provided that such development complies with the relevant territorial authority's then operative District Plan and all required consents are granted.
- 1.2 For the purposes of clause 1.1, the term "Covenant Area" means the areas [edged green and shown "A", "B" and "C") on the OTS plan attached (subject to survey)].

2 Construction of Covenant in Gross

- 2.1 This restrictive covenant in gross is enforceable by:
 - (a) the Grantee;
 - (b) the Grantee's assigns; and
 - (c) persons claiming through the Grantee.
- 2.2 This restrictive covenant in gross binds:
 - (a) the Grantor;
 - (b) the Grantor's successors in title; and
 - (c) persons claiming through the Grantor or the Grantor's successors in title.
- 2.3 For the purposes of this clause 2 the Grantor's successors in title include an occupier for the time being of the Servient Tenement.

3 Legal Effect of Covenant in Gross

- 3.1 This restrictive covenant in gross is binding in equity on:
 - (a) every person who becomes the registered proprietor of the Servient Tenement:
 - (i) whether by acquisition from the Grantor or from any of the Grantor's successors in title;
 - (ii) whether or not for valuable consideration; and
 - (iii) whether by operation of law or in any other manner; and
 - (b) every person who is for the time being the occupier of the Servient Tenement.

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

Annexure Schedule 1

Insert type of instrument

Restrictive Land Covenant

Dated []

Page 2 of 2 Pages

Continue in additional Annexure Schedule, if required.

3.2 This restrictive covenant in gross ceases to be binding on a person referred to in this clause 3 when that person ceases to be the owner or occupier of the Servient Tenement, but without prejudice to that person's liability for breach of the covenant arising before that person ceased to be the owner or occupier of the Servient Land.

3.3 The benefit of this restrictive covenant in gross may be assigned or transferred.

3.4 The provisions of this clause 3 override any other rule of law or equity, but are subject to clause 4.

4 Whether and to what extent, administrator bound by covenant in gross

4.1 An administrator of the estate of a person who was bound, at the time of that person's death, by this restrictive covenant in gross is bound by this restrictive covenant:

- (a) only if assets of the estate are available in the administrator's hand for meeting the obligation under the restrictive covenant; and
- (b) if so, only to the extent that they are so available.

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

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.29: RIGHT OF WAY EASEMENT TYPE A FOR Ō-KAHAROA KI WAENGANUI SITE D

**7.29 Right of Way Easement Type A for Ō-kaharoa ki waenganui
site D**

Handwritten initials/signature

The terms of the easement document are largely agreed. Only exceptional clauses will be negotiated and agreed between Chair of the Hauraki Collective, Director of the Office of Treaty Settlements and Deputy Director-General Strategy and People of the Department of Conservation prior to ratification of the Ngāti Tamaterā deed of settlement.

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

[the trustees of the Ngāti Tamaterā Treaty Settlement Trust]

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this

day of

20

ATTESTATION:

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

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

[Handwritten initials]


SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	[The area coloured red on Map 1 in part 4 of the Attachments(the easement area will be generally 5 metres wide) Subject to survey.] The Easement Area	[Section [] on SO [] (formerly Part Section 25 Block II Colville Survey District) Subject to survey.] The Grantor's Land	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

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



Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right for the Grantee its employees or contractors to proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms) and dogs to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities.
- 1.3 The right of way includes—
- 1.3.1 the right to repair and maintain the existing recreation tracks and access vehicle track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - 1.3.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track; and
 - 1.3.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land; and
 - 1.3.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.

2 General rights

- 2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of the Grantee under this easement or interfere with the efficient operation of the Easement Area.
- 2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of the Grantor under this easement or interfere with the efficient operation of the Easement Area.

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

R. [Signature]

Easement Instrument	Dated:	Page of pages
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2.3 The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other public body that has responsibility for managing public access, species management, or the monitoring and control of pests.

3 Repair, maintenance, and costs

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

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

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

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

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

4 Rights of entry

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

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

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

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

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

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

Handwritten initials/signature

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

5 Default

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

5.1.1 the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:

5.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may —

(a) meet the obligation; and

(b) for that purpose, enter the Grantor's Land:

5.1.3 the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

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

6.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and

6.1.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

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

[Handwritten signature]

Easement Instrument	Dated:	Page of pages
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6.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties) —

- (a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
- (b) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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

[Handwritten initials]

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

**7.30: RIGHT TO STORE AND CONVEY WATER EASEMENT FOR Ō-KAHAROA KI WAENGANUI SITE
D**

**7.30 Right to Store and Convey Water Easement for
Ō-kaharoa ki waenganui site D**

The terms of the easement document are largely agreed. Only exceptional clauses will be negotiated and agreed between Chair of the Hauraki Collective, Director of the Office of Treaty Settlements and Deputy Director-General Strategy and People of the Department of Conservation prior to ratification of the Ngāti Tamaterā deed of settlement.

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

[trustees of the Ngāti Tamaterā Treaty Settlement Trust]

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this

day of

20

ATTESTATION:

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

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

[Handwritten initials]

SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right to store and convey water	[The area coloured purple on Map 1 in part 4 of the Attachments(the easement area will be generally 5 metres wide) Subject to survey.] The Easement Area	[Section [] on SO [] (formerly Part Section 25 Block II Colville Survey District) Subject to survey.]	[Section [] on SO [] (formerly Part Section 25 Block II Colville Survey District) Subject to survey.]

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

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

Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Right to convey water

- 1.1 Easement facility in relation to this right to convey water means pipes, pumps, pump sheds, storage tanks, water purifying equipment, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution.
- 1.2 A right to convey water includes the right for the Grantee only to store, take and convey water in free and unimpeded flow from the source of supply or point of entry through the easement facility and over the servient tenement to the dominant tenement.
- 1.3 The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
- 1.4 The easement facility referred to in clause 1.1 is the easement facility laid or to be laid along the stipulated course or stipulated area.
- 1.5 The Grantor must not do and must not allow to be done anything on the Servient Tenement that may cause the purity or flow of water in the water supply system to be diminished or polluted.

2 General rights

- 2.1 All the easements referred to in this schedule include—
 - (a) the right to use any easement facility already situated on the stipulated area or course for the purpose of the easement granted; and
 - (b) if no suitable easement facility exists, the right to lay, install, and construct an easement facility reasonably required by the Grantee (including the right to excavate land for the purpose of that construction).
- 2.2 The Grantor must not do and must not allow to be done on the Servient Tenement anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the easement facility.
- 2.3 Except as provided in this easement the Grantee must not do and must not allow to be done on the Servient Tenement anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.
- 2.4 The Grantee may transfer or otherwise assign this easement.

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

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WPA

Easement Instrument	Dated:	Page of	pages
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3 Repair, maintenance, and costs

- 3.1 If the Grantee has exclusive use of the easement facility, the Grantee is responsible for arranging the repair and maintenance of the easement facility, and for the associated costs, so as to keep the facility in good order and to prevent it from becoming a danger or nuisance.
- 3.2 If the Grantee and the Grantor share the use of the easement facility, each of them is responsible equally for the repair and maintenance of the easement facility, and for the associated costs, for the purposes set out in clause 3.1.
- 3.3 The parties responsible for maintenance under clause 3.1 or clause 3.2 or clause 3.5 (as the case may be) must meet any associated requirements of the relevant local authority.
- 3.4 The Grantor or Grantee must promptly carry out at that party's sole cost any repair and maintenance of the easement facility that is attributable solely to an act or omission by that party.
- 3.5 However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the Grantor or Grantee,—
- (a) that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
 - (b) the balance of those costs is payable in accordance with clause 3.2.
- 3.6 The costs of any electric power used for the conveyance of water must be apportioned between users of the water in proportion to their usage of the water.

4 Rights of entry

- 4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —
- 4.1.1 enter upon the Servient Tenement by a reasonable route and with all necessary tools, vehicles, and equipment; and
 - 4.1.2 remain on the Servient Tenement for a reasonable time for the sole purpose of completing the necessary work; and
 - 4.1.3 leave any vehicles or equipment on the Servient Tenement for a reasonable time if work is proceeding.

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

R

WPA

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

5 Application for Resource Consents

- 5.1 The Grantee may from time to time to apply for any resource consents and any other statutory consents required for the purposes of the exercise of any of the Grantee's rights under this easement in the same manner as if it were a registered proprietor of the Servient Tenement provided that it shall at the time of making the relevant application forward a copy to the Grantor and the Grantor shall provide, upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of cooperation. Where any relevant application would not result in the Grantee obtaining any additional rights or powers over and above those held by it pursuant to its existing resource consents or other statutory consents or the provisions of this easement then the Grantor must not lodge any objection to such application.

6 Equipment Property of Grantee

- 6.1 The equipment constructed or installed by the Grantee on the Servient Tenement shall remain the property of the Grantee and may at any time be removed by it provided that any damage caused by such removal shall immediately be remedied by the Grantee at its cost. If within six months after the date when written notice of such damage is provided to the Grantee it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, remedy all or any of the damage and recover costs for this from the Grantee.

5 Default

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

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7

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

[Handwritten signature]
[Handwritten initials]

Easement Instrument	Dated:	Page of pages
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working days from service of the notice of default, the other party may meet the obligation:

- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the Servient Tenement:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

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

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

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

Handwritten initials and signature

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.31: RIGHT OF WAY EASEMENT TYPE B FOR Ō-KAHAROA KI WAENGANUI SITE D

**7.31 Right of Way Easement Type B for
Ō-kaharoa ki waenganui site D**

[To be inserted once terms and conditions have been agreed]

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.32: RIGHT TO CONVEY WATER EASEMENT FOR Ō-KAHAROA KI WAENGANUI SITE D

**7.32 Right to Convey Water Easement for Ō-kaharoa ki waenganui
site D**

The terms of the easement document are largely agreed. Only exceptional clauses will be negotiated and agreed between Chair of the Hauraki Collective, Director of the Office of Treaty Settlements and Deputy Director-General Strategy and People of the Department of Conservation prior to ratification of the Ngāti Tamaterā deed of settlement.

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

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

Grantee

Surname must be underlined

[the trustees of the Ngāti Tamaterā Treaty Settlement Trust]

Grant of easement

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

Dated this

day of

20

ATTESTATION:

Signed on behalf of Her Majesty the Queen by

acting under a delegation from the Minister of Conservation

Signature of Grantor

Signed in my presence by the Grantor

Signature of Witness

Witness Name:

Occupation:

Address:

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

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Easement Instrument	Dated:	Page of pages
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<hr/> Signature of Grantee	Signed in my presence by the Grantee:
	<hr/> <i>Signature of Witness</i>
	Witness Name:
	Occupation:
	Address:

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

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Easement Instrument	Dated:	Page of pages
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Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee

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

Handwritten initials/signature

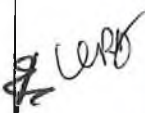
SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right to convey water	[The area coloured blue on Map 1 in part 4 of the Attachments(the easement area will be generally 5 metres wide) Subject to survey.] The Easement Area	[Section [] on SO [] (formerly Part Section 25 Block II Colville Survey District) Subject to survey.]	[Section [] on SO [] (formerly Part Section 25 Block II Colville Survey District) Subject to survey.]

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

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



Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Right to convey water

- 1.1 Easement facility in relation to this right to convey water means pipes, pumps, pump sheds, storage tanks, water purifying equipment, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution.
- 1.2 A right to convey water includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights to take and convey water in free and unimpeded flow from the source of supply or point of entry through the easement facility and over the servient tenement to the dominant tenement.
- 1.3 The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
- 1.4 The easement facility referred to in clause 1.1 is the easement facility laid or to be laid along the stipulated course or stipulated area.
- 1.5 The Grantor must not do and must not allow to be done anything on the Servient Tenement that may cause the purity or flow of water in the water supply system to be diminished or polluted.

2 General rights

- 2.1 All the easements referred to in this schedule include—
 - (a) the right to use any easement facility already situated on the stipulated area or course for the purpose of the easement granted; and
 - (b) if no suitable easement facility exists, the right to lay, install, and construct an easement facility reasonably required by the Grantee (including the right to excavate land for the purpose of that construction).
- 2.2 The Grantor must not do and must not allow to be done on the Servient Tenement anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the easement facility.
- 2.3 Except as provided in this easement the Grantee must not do and must not allow to be done on the Servient Tenement anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.
- 2.4 The Grantee may transfer or otherwise assign this easement.

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

Handwritten initials/signature

Easement Instrument	Dated:	Page of pages
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3 Repair, maintenance, and costs

- 3.1 If the Grantee has exclusive use of the easement facility, the Grantee is responsible for arranging the repair and maintenance of the easement facility, and for the associated costs, so as to keep the facility in good order and to prevent it from becoming a danger or nuisance.
- 3.2 If the Grantee and the Grantor share the use of the easement facility, each of them is responsible equally for the repair and maintenance of the easement facility, and for the associated costs, for the purposes set out in clause 3.1.
- 3.3 The parties responsible for maintenance under clause 3.1 or clause 3.2 or clause 3.5 (as the case may be) must meet any associated requirements of the relevant local authority.
- 3.4 The Grantor or Grantee must promptly carry out at that party's sole cost any repair and maintenance of the easement facility that is attributable solely to an act or omission by that party.
- 3.5 However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the Grantor or Grantee,—
- (a) that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
 - (b) the balance of those costs is payable in accordance with clause 3.2.
- 3.6 The costs of any electric power used for the conveyance of water must be apportioned between users of the water in proportion to their usage of the water.

4 Rights of entry

- 4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —
- 4.1.1 enter upon the Servient Tenement by a reasonable route and with all necessary tools, vehicles, and equipment; and
 - 4.1.2 remain on the Servient Tenement for a reasonable time for the sole purpose of completing the necessary work; and
 - 4.1.3 leave any vehicles or equipment on the Servient Tenement for a reasonable time if work is proceeding.

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

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

5 Application for Resource Consents

- 5.1 The Grantee may from time to time to apply for any resource consents and any other statutory consents required for the purposes of the exercise of any of the Grantee's rights under this easement in the same manner as if it were a registered proprietor of the Servient Tenement provided that it shall at the time of making the relevant application forward a copy to the Grantor and the Grantor shall provide, upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of cooperation. Where any relevant application would not result in the Grantee obtaining any additional rights or powers over and above those held by it pursuant to its existing resource consents or other statutory consents or the provisions of this easement then the Grantor must not lodge any objection to such application.

6 Equipment Property of Grantee

- 6.1 The equipment constructed or installed by the Grantee on the Servient Tenement shall remain the property of the Grantee and may at any time be removed by it provided that any damage caused by such removal shall immediately be remedied by the Grantee at its cost. If within six months after the date when written notice of such damage is provided to the Grantee it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, remedy all or any of the damage and recover costs for this from the Grantee.

5 Default

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

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7

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

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Easement Instrument	Dated:	Page of pages
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working days from service of the notice of default, the other party may meet the obligation:

- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the Servient Tenement:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

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

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

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

[Handwritten initials]

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.33: RIGHT OF WAY EASEMENT FOR WHAKAANGI SITE A

7.33 Right of Way Easement for Whakaangi site A


SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	[The area coloured red on Map 3 in part 4 of the Attachments(the easement area will be generally 5 metres wide) Subject to survey.] The Easement Area	[Section [] on SO [] (formerly Part Section 42 Block II Colville Survey District) Subject to survey.] The Grantor's Land	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

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



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Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right for the Grantee its employees or contractors to proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms) and dogs to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on the Moehau Tupuna Maunga Reserve.
- 1.3 The right of way includes—
- 1.3.1 the right to repair and maintain the existing recreation tracks and access vehicle track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - 1.3.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track; and
 - 1.3.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land; and
 - 1.3.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.

2 General rights

- 2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of the Grantee under this easement or interfere with the efficient operation of the Easement Area.
- 2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of the Grantor under this easement or interfere with the efficient operation of the Easement Area.

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

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Easement Instrument	Dated:	Page of pages
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2.3 The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other public body that has responsibility for managing public access, species management, or the monitoring and control of pests on land that is part of the Moehau Tupuna Maunga Reserve.

3 Repair, maintenance, and costs

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

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

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

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

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

4 Rights of entry

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

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

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

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

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

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

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

5 Default

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

5.1.1 the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:

5.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may —

(a) meet the obligation; and

(b) for that purpose, enter the Grantor's Land:

5.1.3 the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

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

6.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and

6.1.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

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

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Easement Instrument	Dated:	Page of	pages
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6.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties) —

- (a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
- (b) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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

Handwritten initials/signature

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.34: RIGHT TO CONVEY WATER EASEMENT FOR WAIKANAĒ SITE A

7.34 Right to Convey Water Easement for Waikanae site A

The terms of the easement document are largely agreed. Only exceptional clauses will be negotiated and agreed between Chair of the Hauraki Collective, Director of the Office of Treaty Settlements and Deputy Director-General Strategy and People of the Department of Conservation prior to ratification of the Ngāti Tamaterā deed of settlement.

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

[trustees of the Ngāti Tamaterā Treaty Settlement Trust]

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this

day of

20

ATTESTATION:

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

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



SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right to convey water	[The area coloured blue on Map 2 in part 4 of the Attachments(the easement area will be generally 5 metres wide) Subject to survey.] The Easement Area	[Section [] on SO [] (formerly Part Matamataharakeke Block) Subject to survey.]	[Part Matamataharakeke Reserve B]

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

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

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Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Right to convey water

- 1.1 Easement facility in relation to this right to convey water means pipes, pumps, pump sheds, storage tanks, water purifying equipment, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution.
- 1.2 A right to convey water includes the right for the Grantee only to store, take and convey water in free and unimpeded flow from the source of supply or point of entry through the easement facility and over the servient tenement to the dominant tenement.
- 1.3 The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
- 1.4 The easement facility referred to in clause 1.1 is the easement facility laid or to be laid along the stipulated course or stipulated area.
- 1.5 The Grantor must not do and must not allow to be done anything on the Servient Tenement that may cause the purity or flow of water in the water supply system to be diminished or polluted.

2 General rights

- 2.1 All the easements referred to in this schedule include—
 - (a) the right to use any easement facility already situated on the stipulated area or course for the purpose of the easement granted; and
 - (b) if no suitable easement facility exists, the right to lay, install, and construct an easement facility reasonably required by the Grantee (including the right to excavate land for the purpose of that construction).
- 2.2 The Grantor must not do and must not allow to be done on the Servient Tenement anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the easement facility.
- 2.3 Except as provided in this easement the Grantee must not do and must not allow to be done on the Servient Tenement anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.
- 2.4 The Grantee may transfer or otherwise assign this easement.

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

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Easement Instrument	Dated:	Page of pages
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3 Repair, maintenance, and costs

- 3.1 If the Grantee has exclusive use of the easement facility, the Grantee is responsible for arranging the repair and maintenance of the easement facility, and for the associated costs, so as to keep the facility in good order and to prevent it from becoming a danger or nuisance.
- 3.2 If the Grantee and the Grantor share the use of the easement facility, each of them is responsible equally for the repair and maintenance of the easement facility, and for the associated costs, for the purposes set out in clause 3.1.
- 3.3 The parties responsible for maintenance under clause 3.1 or clause 3.2 or clause 3.5 (as the case may be) must meet any associated requirements of the relevant local authority.
- 3.4 The Grantor or Grantee must promptly carry out at that party's sole cost any repair and maintenance of the easement facility that is attributable solely to an act or omission by that party.
- 3.5 However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the Grantor or Grantee,—
- (a) that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
 - (b) the balance of those costs is payable in accordance with clause 3.2.
- 3.6 The costs of any electric power used for the conveyance of water must be apportioned between users of the water in proportion to their usage of the water.

4 Rights of entry

- 4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —
- 4.1.1 enter upon the Servient Tenement by a reasonable route and with all necessary tools, vehicles, and equipment; and
 - 4.1.2 remain on the Servient Tenement for a reasonable time for the sole purpose of completing the necessary work; and
 - 4.1.3 leave any vehicles or equipment on the Servient Tenement for a reasonable time if work is proceeding.

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

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

5 Application for Resource Consents

- 5.1 The Grantee may from time to time to apply for any resource consents and any other statutory consents required for the purposes of the exercise of any of the Grantee's rights under this easement in the same manner as if it were a registered proprietor of the Servient Tenement provided that it shall at the time of making the relevant application forward a copy to the Grantor and the Grantor shall provide, upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of cooperation. Where any relevant application would not result in the Grantee obtaining any additional rights or powers over and above those held by it pursuant to its existing resource consents or other statutory consents or the provisions of this easement then the Grantor must not lodge any objection to such application.

6 Equipment Property of Grantee

- 6.1 The equipment constructed or installed by the Grantee on the Servient Tenement shall remain the property of the Grantee and may at any time be removed by it provided that any damage caused by such removal shall immediately be remedied by the Grantee at its cost. If within six months after the date when written notice of such damage is provided to the Grantee it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, remedy all or any of the damage and recover costs for this from the Grantee.

5 Default

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

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7

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

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Easement Instrument	Dated:	Page of pages
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working days from service of the notice of default, the other party may meet the obligation:

- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the Servient Tenement:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

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

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

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

PR

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.35: WEATHER STATION EASEMENT FOR WAIKANAЕ SITE A

7.35 Weather Station Easement for Waikanae site A

The terms of the easement document are largely agreed. Only exceptional clauses will be negotiated and agreed between Chair of the Hauraki Collective, Director of the Office of Treaty Settlements and Deputy Director-General Strategy and People of the Department of Conservation prior to ratification of the Ngāti Tamaterā deed of settlement.

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

[the trustees of the Ngāti Tamaterā Treaty Settlement Trust]

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this

day of

20

ATTESTATION:

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

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

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SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of access to maintain, repair, replace and remove improvements	[The area coloured green on Map 2 in part 4 of the Attachments (the easement area will be generally 5 metres wide) Subject to survey.] The Easement Area	[Section [] on SO [] (formerly Part Section 1 Block IV Harataunga Survey District) Subject to survey.] The Grantor's Land	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

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

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Easement Instrument	Dated:	Page of pages
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Background

- A. The Grantor is the registered proprietor of the land that is contained in computer freehold register [] created under section [] of the [] Claims Settlement Act [] ("the Act").
- B. The parties acknowledge and agree that the Grantee owns the Improvements located on the Grantor's Land as consistent with section [] of the Act.
- C. The parties acknowledge and agree that the Improvements are for the purpose of weather monitoring which is to be carried out by the Grantee on the Servient Tenement as provided for under section [] of the Act.
- D. The Grantor has agreed to grant to the Grantee an easement right to access the Grantor's Land to use, maintain, repair, replace and remove the Improvements on the terms and conditions set out in this Instrument.
- E. The parties have entered into this Instrument to record the arrangements between them.

Right of Access to Use, Maintain, Repair, Replace and Remove the Improvements

1. The Grantor grants to the Grantee a right to use, maintain, repair, replace and remove the Improvements located on the Grantor's Land on the terms and conditions set out in this Instrument.
2. The Grantee also has the right to enter onto the Grantor's Land and any other parts of the Servient Tenement as are reasonable, on foot or with or without vehicles, plant and equipment at any time, for the purposes of allowing the Grantee to exercise any of the rights granted under this Instrument including using, inspecting, maintaining, repairing, replacing or removing the Improvements.

General rights

3. The Grantor must not do and must not allow to be done on the Servient Tenement anything that may interfere with or restrict the rights under this Instrument or of any other party or interfere with the efficient operation of the Improvements on the Grantor's Land.
4. Except as provided in this Instrument the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Improvements on the Grantor's Land.
5. The Grantee may transfer or otherwise assign the easements contained in this Instrument.

Rights of entry

6. For the purpose of performing any duty or in the exercise of any rights conferred or implied in the Instrument, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —
 - (a) enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
 - (b) remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

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

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Easement Instrument	Dated:	Page of pages
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- (c) leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.
7. The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
 8. The Grantee must ensure that all work is performed in a proper and workmanlike manner.
 9. The Grantee must ensure that all work is completed promptly.
 10. The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
 11. The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land, excluding the Improvements.

Application for Resource Consents

12. The Grantee may from time to time apply for any resource consents and any other statutory consents required for the purposes of the exercise of any of the Grantee's rights under this Instrument in the same manner as if it were the registered proprietor of the Grantor's Land provided that it shall at the time of making the relevant application forward a copy to the Grantor and the Grantor shall provide, upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of cooperation.
13. Where any relevant application would not result in the Grantee obtaining any additional rights or power over and above those held by it pursuant to its existing resource consents or other statutory consents or the provisions of this Instrument then the Grantor must not lodge any objection to such application.

No Power to Terminate

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

Default

15. If the Grantor or the Grantee does not meet the obligations implied or specified in this easement, —
 - (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
 - (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the Grantor's Land:
 - (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

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

R *RT*

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.36: RIGHT OF WAY EASEMENT TYPE A FOR WAIKANAE SITE A

7.36 Right of Way Easement Type A for Waikanae site A

The terms of the easement document are largely agreed. Only exceptional clauses will be negotiated and agreed between Chair of the Hauraki Collective, Director of the Office of Treaty Settlements and Deputy Director-General Strategy and People of the Department of Conservation prior to ratification of the Ngāti Tamaterā deed of settlement.

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

[the trustees of the Ngāti Tamaterā Treaty Settlement Trust]

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this

day of

20

ATTESTATION:

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

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

BY [Signature] RT

SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	[The area coloured red on Map 2 in part 4 of the Attachments (the easement area will be generally 5 metres wide) Subject to survey.] The Easement Area	[Section [] on SO [] (formerly Part Matamataharakeke Block) Subject to survey.] The Grantor's Land	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

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


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Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot and when the Grantee wishes to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on adjoining land administered by the Grantee, then the Grantee its employees or contractors may proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms) and dogs to carry out the work.
- 1.3 The right of way includes—
- 1.3.1 the right to repair and maintain the existing recreation tracks and access vehicle track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - 1.3.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track; and
 - 1.3.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land; and
 - 1.3.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.
- 1.4 The right of way does not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.
- 1.5 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.6 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

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

Easement Instrument	Dated:	Page of pages
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1.7 The public may not light any fires or deposit any rubbish or other materials on the Easement Area.

2 General rights

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

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

2.3 The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other public body.

3 Repair, maintenance, and costs

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

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

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

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

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

4 Rights of entry

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

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

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

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Easement Instrument	Dated:	Page of pages
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4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

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

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

4.4 The Grantee must ensure that all work is completed promptly.

4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.

4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

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

5.1.1 the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:

5.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may —

(a) meet the obligation; and

(b) for that purpose, enter the Grantor's Land:

5.1.3 the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

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

[Handwritten signature] RT

Easement Instrument	Dated:	Page of	pages
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6 Disputes

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

6.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and

6.1.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

6.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties) —

(a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and

(b) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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

RT

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.37: RIGHT OF WAY EASEMENT TYPE B FOR WAIKANA E SITE A

7.37 Right of Way Easement Type B for Waikanae site A

The terms of the easement document are largely agreed. Only exceptional clauses will be negotiated and agreed between Chair of the Hauraki Collective, Director of the Office of Treaty Settlements and Deputy Director-General Strategy and People of the Department of Conservation prior to ratification of the Ngāti Tamaterā deed of settlement.

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

[the trustees of the Ngāti Tamaterā Treaty Settlement Trust]

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this

day of

20

ATTESTATION:

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

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

RT

SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	[The area coloured purple on Map 2 in part 4 of the Attachments(the easement area will be generally 5 metres wide) Subject to survey.] The Easement Area	[Section [] on SO [] Subject to survey.] The Grantor's Land	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

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

R RT

Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right for the Grantee its employees or contractors to proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms) and dogs to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities.
- 1.3 The right of way includes—
- 1.3.1 the right to repair and maintain the existing recreation tracks and access vehicle track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - 1.3.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track; and
 - 1.3.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land; and
 - 1.3.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.

2 General rights

- 2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of the Grantee under this easement or interfere with the efficient operation of the Easement Area.
- 2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of the Grantor under this easement or interfere with the efficient operation of the Easement Area.
- 2.3 The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other public body.

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

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Easement Instrument	Dated:	Page of pages
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3 Repair, maintenance, and costs

- 3.1 The Grantee is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.
- 3.2 If the Grantee (or grantees if more than one) and the Grantor share the use of the track then each of them is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for their use.
- 3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.
- 3.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.
- 3.5 The Grantor must repair at its cost all damage caused to the track through its negligence or improper actions.

4 Rights of entry

- 4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld but may be given subject to any reasonable conditions —
- 4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
- 4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and
- 4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.
- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.

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

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Easement Instrument	Dated:	Page of pages
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4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

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

5.1.1 the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:

5.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may —

(a) meet the obligation; and

(b) for that purpose, enter the Grantor's Land:

5.1.3 the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

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

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Easement Instrument	Dated:	Page of pages
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6 Disputes

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

6.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and

6.1.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

6.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties) —

(a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and

(b) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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

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RT

Initialling version for presentation to Ngāti Tamaterā for ratification purposes.

DOCUMENTS

7.38: RIGHT OF WAY EASEMENT FOR Ō-KAHU-TAI SITE A

7.38 Right of Way Easement for Ō-kahu-tai site A

The terms of the easement document are largely agreed. Only exceptional clauses will be negotiated and agreed between Chair of the Hauraki Collective, Director of the Office of Treaty Settlements and Deputy Director-General Strategy and People of the Department of Conservation prior to ratification of the Ngāti Tamaterā deed of settlement.

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

South Auckland

Grantor

Surname must be underlined

[the trustees of the Ngāti Tamaterā Treaty Settlement Trust]

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this

day of

20

ATTESTATION:

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

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

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RT

SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	[The area coloured red on Map 4 in part 4 of the Attachments (the easement area will be generally 5 metres wide) Subject to survey.] The Easement Area	[Section [] on SO [] (formerly Part Section 38 Block I Harataunga Survey District and Part Section 41 Block II Colville Survey District) Subject to survey.] The Grantor's Land	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

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

RT

Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- 1.2 The right of way includes the right for the Grantee its employees or contractors to proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms) and dogs to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities on the Moehau Tupuna Maunga Reserve.
- 1.3 The right of way includes—
- 1.3.1 the right to repair and maintain the existing recreation tracks and access vehicle track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - 1.3.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track; and
 - 1.3.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land; and
 - 1.3.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Grantor's Land.

2 General rights

- 2.1 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of the Grantee under this easement or interfere with the efficient operation of the Easement Area.
- 2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of the Grantor under this easement or interfere with the efficient operation of the Easement Area.

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

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Easement Instrument	Dated:	Page of pages
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2.3 The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other public body that has responsibility for managing public access, species management, or the monitoring and control of pests on land that is part of the Moehau Tupuna Maunga Reserve.

3 Repair, maintenance, and costs

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

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

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

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

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

4 Rights of entry

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

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

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

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

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

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

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

5 Default

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

5.1.1 the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:

5.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may —

(a) meet the obligation; and

(b) for that purpose, enter the Grantor's Land:

5.1.3 the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

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

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Easement Instrument	Dated:	Page of pages
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6 Disputes

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

6.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and

6.1.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

6.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties) —

(a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and

(b) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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

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Initialling version for presentation to Ngāti Tamatera for ratification purposes.

DOCUMENTS

8 LEASE FOR LEASEBACK PROPERTY

DOCUMENTS

8: LEASE FOR LEASEBACK PROPERTY

MINISTRY OF EDUCATION
NGĀTI TAMATERĀ TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 115 Land Transfer Act 1952)

BARCODE

Land registration district

[]

Affected instrument Identifier
and type (if applicable)

All/part

Area/Description of part or stratum

[]	[]	[]
-----	-----	-----

Lessor

[The trustees of the Ngāti Tamaterā Treaty Settlement Trust] [Names to be inserted]

Lessee

HER MAJESTY THE QUEEN for education purposes

Estate or Interest

Insert "fee simple"; "leasehold in lease number " etc.

Fee simple

Lease Memorandum Number (if applicable)

Not applicable

Term

See Annexure Schedule

Rental

See Annexure Schedule

Lease and Terms of Lease

If required, set out the terms of lease in Annexure Schedules

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule(s)

DOCUMENTS

8: LEASE FOR LEASEBACK PROPERTY

Form F *continued*

Annexure Schedule

Page [] of [] Pages

Insert instrument type

Lease Instrument

Attestation

Signature of the Lessor	Signed in my presence by the Lessor
<hr/> []	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:
<hr/> []	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:
<hr/> []	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:

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

DOCUMENTS

8: LEASE FOR LEASEBACK PROPERTY

Form F *continued*

Annexure Schedule

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Lease Instrument

<p>_____</p> <p>[]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>

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

DOCUMENTS

8: LEASE FOR LEASEBACK PROPERTY

Form F *continued*

Annexure Schedule

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Insert instrument type

Lease Instrument

<p>[]</p>	<p>_____ <i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>Signature of the Lessee</p> <p>_____ Signed for and on behalf of HER MAJESTY THE QUEEN as Lessee by [] (acting pursuant to a written delegation given to him/her by the Secretary for Education) in the presence of:</p>	<p>Signed in my presence by the Lessee</p> <p>_____ <i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address</p>

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Lessee

* The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased.

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

DOCUMENTS

8: LEASE FOR LEASEBACK PROPERTY

Form F *continued*

Annexure Schedule

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Lease Instrument

BACKGROUND

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between Ngāti Tamaterā and the Crown, under which the parties agreed to transfer the Land to the trustees of the Ngāti Tamaterā Treaty Settlement Trust and lease it back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

SCHEDULE A

ITEM 1 THE LAND

[insert full legal description - note that improvements are excluded].

ITEM 2 START DATE

[insert start date].

ITEM 3 ANNUAL RENT

§*[insert agreed rent]* plus GST per annum payable monthly in advance on the first day of each month but the first payment shall be made on the Start Date on a proportionate basis for any broken period until the first day of the next month.

ITEM 4 TERM OF LEASE

21 Years.

ITEM 5 LESSEE OUTGOINGS

- 5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.
- 5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).

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

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DOCUMENTS

8: LEASE FOR LEASEBACK PROPERTY

Form F *continued*

Annexure Schedule

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Lease Instrument

5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.

5.4 Maintenance of car parking areas.

5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

ITEM 6 PERMITTED USE

The Permitted Use referred to in clause 9.

ITEM 7 RIGHT OF RENEWAL

Perpetual rights of renewal of 21 years each with the first renewal date being the 21st anniversary of the Start Date, and then each subsequent renewal date being each 21st anniversary after that date.

ITEM 8 RENT REVIEW DATES

The 7th anniversary of the Start Date and each subsequent 7th anniversary after that date.

ITEM 9 LESSEE'S IMPROVEMENTS

As defined in clause 1.9 and including the following existing improvements: ***[List here all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent, contractor or sublessee or licensee of the Lessee on the Land].***

[]

The above information is taken from the Lessee's records as at [] A site inspection was not undertaken to compile this information.

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

DOCUMENTS

8: LEASE FOR LEASEBACK PROPERTY

Form F *continued*

Annexure Schedule

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SCHEDULE B

1 Definitions

1.1 The term "Lessor" includes and binds:

- (a) the persons executing this Lease as Lessor; and
- (b) any Lessor for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term "Lessee" includes and binds:

- (a) the person executing this Lease as Lessee; and
- (b) all the Lessees for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.

1.3 "Business Day" means a day that is not:

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (d) the days observed as the anniversaries of the provinces of [Auckland] [and] Wellington; or
- (e) the days observed as Waitangi Day or Anzac Day under section 45A of the Holidays Act 2003.

1.4 "Crown" has the meaning given in section 2(1) of the Public Finance Act 1989.

1.5 "Crown Body" means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and
- (c) the New Zealand Railways Corporation; and

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

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- (d) a company or body that is wholly owned or controlled by one or more of the following:
- (i) the Crown;
 - (ii) a Crown entity;
 - (iii) a State enterprise; and
- (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).
- 1.6 "Department" has the meaning given in section 2 of the Public Finance Act 1989.
- 1.7 "Education Purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 "Legislation" means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.9 "Lessee's Improvements" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.10 "Lessee's property" includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 "Maintenance" includes repair.
- 1.12 "Public Work" has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 "Sublet" and "Sublease" include the granting of a licence to occupy the Land or part of it.
- 2 Payment of Annual Rent**
- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at 6% of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

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

DOCUMENTS

8: LEASE FOR LEASEBACK PROPERTY

Form F *continued*

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3 Rent Review

When a party initiates the rent review process as set out in clause 3.5:

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6% of the lesser of:
- (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
 - (b) the Nominal Value being:
 - (i) during the initial Term: a value based on 4% growth per annum of the Transfer Value of the Land; or
 - (ii) for subsequent Terms: a value based on 4% growth per annum of the reset Nominal Value as calculated in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.
- 3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:
- (a) at the start date of every new Term; and
 - (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the market value for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the market value for the three consecutive Rent Review Dates or Lease renewal dates.
- 3.5 The rent review process will be as follows:
- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.

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

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- (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
- (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer's certificate.
- (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
 - (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
 - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.

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

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- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

4 **Payment of Lessee Outgoings**

During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the relevant person.

5 **Valuation Roll**

Where this Lease is registered under section 115 of the Land Transfer Act 1952 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

6 **Utility Charges**

- 6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.
- 6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.
- 6.3 If required to do so by the Lessor or any local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

7 **Goods and Services Tax**

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

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

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8 **Interest**

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

9 **Permitted Use of Land**

The Land may be used for Education Purposes, and/or any other Public Work, including any lawful secondary or incidental use.

10 **Designation**

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease.

11 **Compliance with Law**

The Lessee must at its own cost comply with the provisions of all relevant Legislation.

12 **Hazards**

12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.

12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

13 **Damage or Destruction**

13.1 **Total Destruction**

If the Land or the Lessee's Improvements or any portion thereof shall be destroyed or so damaged so as to render the Land or the Lessee's Improvements unsuitable for the Permitted Use to which it was put at the date of the destruction or damage (the "Current Permitted Use"), then either party may, within three months of the date of the damage, give the other 20 Business Days' notice of termination, and the whole of the Annual Rent and Lessee Outgoings shall cease to be payable as from the date of the damage.

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

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13.2 Partial Destruction

- (a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be.
- (b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:
- (i) the repair and reinstatement of the Land have been completed; and
 - (ii) the Lessee can lawfully occupy the Land.
- (c) If:
- (i) in the reasonable opinion of the Lessor it is not economically viable to repair and reinstate the Land; or
 - (ii) any necessary council consents shall not be obtainable,
- then the term will terminate with effect from the date that either such fact is established.

13.3 Natural Disaster or Civil Defence Emergency

- (a) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:
- (i) such inability ceases; or
 - (ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.

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

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- (b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:
- (i) the relevant clause has applied for a period of 6 months or more; or
 - (ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.
- 13.4 Any termination pursuant to this clause 13 shall be without prejudice to the rights of either party against the other.
- 13.5 Notwithstanding anything to the contrary, no payment of Annual Rent or Lessee Outgoings by the Lessee at any time, nor any agreement by the Lessee as to an abatement of Annual Rent and/or Lessee Outgoings shall prejudice the Lessee's rights under this clause 13 to:
- (a) assert that this lease has terminated; or
 - (b) claim an abatement or refund of Annual Rent and/or Lessee Outgoings.
- 14 Contamination**
- 14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.
- 14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.
- 14.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.
- 15 Easements**
- 15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.
- 15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.

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

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15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

16 Lessee's Improvements

16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.

16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.

16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.

16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.

16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.

16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.

16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.

16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.

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

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8: LEASE FOR LEASEBACK PROPERTY

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16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

17 **Rubbish Removal**

The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.

18 **Signs**

The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.

19 **Insurance**

19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.

19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

20 **Fencing**

20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.

20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

21 **Quiet Enjoyment**

21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.

21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

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

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8: LEASE FOR LEASEBACK PROPERTY

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22 **Assignment**

22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:

- (a) any Department or Crown Body; or
- (b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).

22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.

22.4 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

23 **Subletting**

The Lessee may without the Lessor's consent sublet to:

- (a) any Department or Crown Body; or
- (b) any other party provided that the sublease complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

24 **Occupancy by School Board of Trustees**

24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education Act 1989 and otherwise consistent with this Lease.

24.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.

24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education Act 1989 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

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

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25 Lessee Break Option

The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

26 Breach

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

27 Notice of Breach

27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
- (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
- (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

28 Renewal

28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed on the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the Lease Term that it does not wish the Lease to be renewed.

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

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28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of perpetual renewal, provided that either party may initiate the rent review process in accordance with clause 3.

29 Right of First Refusal for Lessor's Interest

29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice ("Lessor's Notice") to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.

29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor ("Lessee's Notice") accepting the offer contained in the Lessor's Notice.

29.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.

29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1–29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.

29.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

[29A Single point of contact

29A.1 If the Land is held by two or more separate entities as tenants-in-common, those entities must nominate:

- (a) one bank account for payment of rent under this Lease (and provide details of that bank account to the Lessee); and
- (b) one representative (*Lesssor's Nominee*) that the Lessee can deal with in relation to any matter arising under this Lease.]

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

DOCUMENTS

8: LEASE FOR LEASEBACK PROPERTY

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Lease Instrument

30 Exclusion of Implied Provisions

30.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

(a) Clause 11 – Power to inspect premises.

31 Entire Agreement

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

32 Disputes

The parties will try to resolve all disputes by negotiations in good faith. If negotiations are not successful, the parties will refer the dispute to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before arbitration) in accordance with the Arbitration Act 1996.

33 Service of Notices

33.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

The Secretary for Education
Ministry of Education
PO Box 1666
WELLINGTON 6140

33.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

[insert contact details]

33.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

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

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8: LEASE FOR LEASEBACK PROPERTY

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Lease Instrument

34 **Registration of Lease**

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 1952. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

35 **Costs**

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.

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

DOCUMENTS

9 LETTER OF FACILITATION

[Date]

[Contact details: Mayor of local authority]

Tēnā koe

Ngāti Tamaterā – Letter of facilitation

On [date] the Crown signed a deed of settlement with Ngāti Tamaterā to settle their historical Te Tiriti o Waitangi / the Treaty of Waitangi claims. On [date] the Ngāti Tamaterā Claims Settlement Act was passed to implement the settlement.

The Deed of Settlement is comprised of both cultural and commercial redress to remedy historical grievances Ngāti Tamaterā has suffered as a result of Crown breaches of the Treaty of Waitangi. Cultural redress includes access to cultural resources and relationship agreements.

In the course of negotiations with the Crown, Ngāti Tamaterā expressed interest in strengthening their existing relationship with local authorities that [reason for relationship], including [local authority]. As tangata whenua of [council] area Ngāti Tamaterā are particularly interested in enhancing their involvement with [relationship objective].

In the Deed of Settlement, the Crown agreed to write letters encouraging a co-operative ongoing relationship between Ngāti Tamaterā and [local authority] in their area of interest (refer to the Area of Interest map attached). Accordingly, I am writing to introduce you to the trustees of the Ngāti Tamaterā Treaty Settlement Trust as the post-settlement governance entity of Ngāti Tamaterā and to suggest that your [local authority] makes contact with Ngāti Tamaterā to foster a co-operative relationship and to discuss matters of common interest.

Ngāti Tamaterā is a member of Ngā Mana Whenua o Tāmaki Makaurau, the Hauraki Collective and Marutūāhu Collective. The Ngā Mana Whenua o Tāmaki Makaurau deed was signed on 7 June 2012. The Hauraki Collective deed was signed on [date]. The Marutūāhu Collective deed was signed on [date]. These documents, and the Ngāti Tamaterā Deed of Settlement, can be viewed on the Office of Treaty Settlements website: www.govt.nz.

I invite [local authority] to contact the trustees of the Ngāti Tamaterā Treaty Settlement Trust directly in relation to the matters raised in this letter. Their contact details are:

[contact details]; and

[contact details].

I hope that [local authority] and Ngāti Tamaterā will continue to build an effective relationship based on mutual trust, respect and co-operation for the benefit of all people within the [local authority] area of responsibility.

If you have any further questions please contact [contact person] at the Office of Treaty Settlements at [email address] or [number].

Nāku noa, nā

[Hon Christopher Finlayson]
Minister for Treaty of Waitangi Negotiations

DOCUMENTS

10 LETTER OF INTRODUCTION

[Date]

[Contact details: Chief Executive of Crown agency]

Tēnā koe

Ngāti Tamaterā – Letter of Introduction

On [date] the Crown signed a deed of settlement with Ngāti Tamaterā to settle their historical Te Tiriti o Waitangi / the Treaty of Waitangi claims. On [date] the Ngāti Tamaterā Claims Settlement Act was passed to implement the settlement.

The Deed of Settlement is comprised of both cultural and commercial redress to remedy historical grievances Ngāti Tamaterā has suffered as a result of Crown breaches of the Treaty of Waitangi. Cultural redress includes access to cultural resources and relationship agreements.

In the course of negotiations with the Crown, Ngāti Tamaterā expressed interest in enhancing their relationships with entities that [reason for relationship], including [Crown agency]. The essence of the request relates to [relationship objective].

In the Deed of Settlement, the Crown agreed to write letters encouraging a co-operative ongoing relationship between Ngāti Tamaterā and [Crown agency] in their area of interest (refer to the Area of Interest map attached). Accordingly, I am writing to introduce you to the trustees of the Ngāti Tamaterā Treaty Settlement Trust as the post-settlement governance entity of Ngāti Tamaterā and to suggest that your [Crown agency] makes contact with Ngāti Tamaterā to foster a co-operative relationship and to discuss matters of common interest.

Ngāti Tamaterā is a member of Ngā Mana Whenua o Tāmaki Makaurau, the Hauraki Collective and Marutūāhu Collective. The Ngā Mana Whenua o Tāmaki Makaurau deed was signed on 7 June 2012. The Hauraki Collective deed was signed on [date]. The Marutūāhu Collective deed was signed on [date]. These documents, and the Ngāti Tamaterā Deed of Settlement, can be viewed on the Office of Treaty Settlements website: www.govt.nz.

I invite [Crown agency] to contact the trustees of the Ngāti Tamaterā Treaty Settlement Trust directly in relation to the matters raised in this letter. Their contact details are:

[contact details]; and

[contact details].

If you have any further questions please contact [contact person] at the Office of Treaty Settlements at [email address] or [number].

Nāku noa, nā

[Director's name]

Director, Office of Treaty Settlements

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11 LETTER TO MUSEUMS

[Date]

[Contact details of director of museum]

Tēnā koe

Ngāti Tamaterā – Letter of Introduction

On [date] the Crown signed a deed of settlement with Ngāti Tamaterā to settle their historical Te Tiriti o Waitangi / the Treaty of Waitangi claims. On [date] the Ngāti Tamaterā Claims Settlement Act was passed to implement the settlement.

The Deed of Settlement is comprised of both cultural and commercial redress to remedy historical grievances Ngāti Tamaterā have suffered as a result of Crown breaches of the Treaty of Waitangi. Cultural redress includes access to cultural resources and relationship agreements.

In the course of negotiations with the Crown, Ngāti Tamaterā sought the opportunity to have greater management and control over their tāonga. Ngāti Tamaterā specifically expressed an interest in enhancing their relationships with [museum name] to engage with you regarding this tāonga. The essence of the request relates to [relationship objective].

[Iwi background summary and with an area of interest map].

Ngāti Tamaterā is a member of Ngā Mana Whenua o Tāmaki Makaurau, the Hauraki Collective and the Marutūāhu Collective. The Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act was enacted in 2014. The Hauraki Collective deed was signed on [date]. The Marutūāhu Collective deed was signed on [date]. These documents, and the Ngāti Tamaterā deed of settlement can all be viewed on the Office of Treaty Settlements website: www.govt.nz.

I invite [entity name] to contact the Ngāti Tamaterā Treaty Settlement Trust Chairperson directly in relation to the matters raised in this letter. Their contact details are:

[contact details]; and
[contact details].

If you have any further questions please contact [contact person] at the Office of Treaty Settlements at [email address] or 04 [number].

Nāku noa, nā

[Hon Christopher Finlayson]
Minister for Treaty of Waitangi Negotiations

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12 DEED OF COVENANT FOR THE GOVERNANCE ENTITY

THIS DEED is made

BETWEEN

THE TRUSTEES OF THE NGĀTI TAMATERĀ TREATY SETTLEMENT TRUST ("governance entity")

AND

THE CROWN

BACKGROUND

- A. The Deed of Settlement of the Historical Claims of Ngāti Tamaterā between Ngāti Tamaterā and the Crown ("deed of settlement") will provide certain redress to the governance entity, subject to the terms and conditions specified in the deed of settlement.
- B. The governance entity was established, by a deed of trust dated 22 October 2013, as the entity to receive the redress to be provided to the governance entity under the deed of settlement.
- C. The governance entity is not a signatory to the deed of settlement but is referred to as a party and the deed of settlement confers rights and obligations on the governance entity as if it were a party.
- D. The governance entity enters into this deed with the Crown to become effectively a party to the deed of settlement.

IT IS AGREED as follows:

1 COVENANT

- 1.1 The governance entity covenants with the Crown that, from the date of this deed the governance entity -
 - 1.1.1 will be a party to the deed of settlement as if it were named as a party to that deed and had signed it;
 - 1.1.2 must comply with all the obligations of the governance entity under the deed of settlement; and
 - 1.1.3 will be bound by the terms of the deed of settlement.

2 RATIFICATION AND CONFIRMATION OF ACKNOWLEDGEMENTS AND ACTIONS

- 2.1 The governance entity ratifies and confirms -

