

**NGĀTI KŌATA**

**and**

**TE PĀTAKA A NGĀTI KŌATA**

**and**

**THE CROWN**

---

**DEED OF SETTLEMENT SCHEDULE:  
DOCUMENTS**

---

## TABLE OF CONTENTS

1.	HE UHI TAKAI (OVERLAY CLASSIFICATIONS)	2
1.1	HE UHI TAKAI CREATED OVER WHAKATEREPAPANUI ISLAND / WAKATEREPAPANUI ISLAND RECREATION RESERVE	3
1.2	HE UHI TAKAI CREATED OVER TAKAPOUREWA / TAKAPOUREWA NATURE RESERVE	7
1.3	HE UHI TAKAI CREATED OVER FRENCH PASS SCENIC RESERVE	12
1.4	HE UHI TAKAI CREATED OVER RANGITOTO KI TE TONGA / D'URVILLE ISLAND SITE	16
2.	STATEMENTS OF ASSOCIATION	20
2.1	STATEMENT OF COASTAL VALUES	33
2.2	STATEMENT OF HISTORICAL ASSOCIATION	39
3.	TE WAKA HOURUA (DEEDS OF RECOGNITION)	41
4.	NGĀ MAUNGA KŌRĒRŌ (PROTOCOLS)	52
4.1	CONSERVATION PROTOCOL	53
4.2	FISHERIES PROTOCOL	74
4.3	TAONGA TŪTURU PROTOCOL	89
4.4	MINERALS PROTOCOL	100
5.	ENCUMBRANCES	110
5.1	WHANGARAE BAY (OKIWI BAY) RIGHT TO CONVEY WATER	111
5.2	WHANGARAE BAY (OKIWI BAY) EASEMENT INSTRUMENT	117
5.3	LUCKY BAY CONSERVATION COVENANT	122
5.4	WHANGARAE ESTUARY CONSERVATION COVENANT	134
5.5	WHARF ROAD (OKIWI BAY) CONSERVATION COVENANT	146
5.6	HE PUTANGA HUA (RIGHT OF WAY FOR MOAWHITU FISHING RESERVE)	158
6.	LEASES FOR LEASEBACK PROPERTIES	165
6.1	LEASE FOR MINISTRY OF EDUCATION LEASEBACK PROPERTIES	166
6.2	LEASE FOR NEW ZEALAND POLICE POLICE STOKE COMMUNITY POLICING CENTRE	183
6.3	LEASE FOR DEPARTMENT OF CONSERVATION RENWICK AREA OFFICE	209
7.	ENCUMBRANCES FOR LICENSED LAND PROPERTIES	234
7.1	TYPE B ENCUMBRANCE	235

(

---

**1. HE UHI TAKAI (OVERLAY CLASSIFICATIONS)**

---

(

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**1.1 HE UHI TAKAI CREATED OVER WHAKATEREPAPANUI ISLAND /  
WAKATEREPAPANUI ISLAND RECREATION RESERVE**

---

**Clause 5.1.1(b)**

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**1.1: HE UHI TAKAI CREATED OVER WHAKATEREPAPANUI/  
WAKATEREPAPANUI ISLAND RECREATION RESERVE**

**1. Description of Area**

- 1.1 60.7028 hectares, more or less, being Whakaterepapanui Island ML 8462. As shown on OTS-202-34.

**2. Preamble**

- 2.1 Pursuant to section 57 of the draft settlement bill (clause 5.1.1(b) of the deed of settlement), the Crown acknowledges the statement by Ngāti Kōata of their cultural, spiritual, historic and/or traditional values relating to Whakaterepapanui Island / Wakaterepapanui Island Recreation Reserve as set out below.

**3. Ngāti Kōata Values**

- 3.1 Whakaterepapanui Island is spiritually, culturally and historically significant to Ngāti Kōata. The surrounding sea is rich in marine life and the island overlooks one of the great whale migration routes. New Zealand fur seals and dolphins along with penguin species are seen around these islands. Ngāti Kōata are kaitiaki of Whakaterepapanui and are recognised as tangata whenua of this motu.
- 3.2 Whakaterepapanui can be translated as 'to set adrift in a canoe when there is mist on the sea'. When the island is viewed from a distance, if the island seems to be floating, this means that the weather will be fine. Whakaterepapanui Island has steep faces and gullies, which reach down to the coast. Whakaterepapanui was an important source of kaimoana and kaiwhenua, which was important to the sustenance of Ngāti Kōata iwi. Ngāti Kōata has a special association with the native species and native flora found on the island and has maintained a continued kaitiaki role over the island, including the flora and fauna since first occupying the area.
- 3.3 Whakaterepapanui was traditionally a valuable source of natural resources, significant to the mana of Ngāti Kōata, as they are all considered taonga. Ngāti Kōata cares and respects for all existing and new flora and fauna, as they are all taonga. The island contained a number of bird, plant and animal species, some of which are endangered, rare or threatened. The survival of any reintroduced taonga species is very important to Ngāti Kōata. Examples include the tuatara which used to inhabit Whakaterepapanui and has only been recently reintroduced. Ngāti Kōata likens the tuatara to elders who gather knowledge in a long lifetime. As the reptiles live through many human generations they are granted kaumatua respect. Ngāti Kōata also has a special kaitiaki relationship with the tuatara. Because of their longevity, the tuatara are kaitiaki to Ngāti Kōata, and in return, Ngāti Kōata are kaitiaki to the tuatara. Tuatara can live for up to 300 years. The Ngāti Kōata special relationship with this iconic species has been presented to the Waitangi Tribunal in several hearings, including the Wai 262 (Fauna and Flora) claim by Ngāti Kōata kaumatua. Ngāti Kōata value and are comfortable with this peaceful species.
- 3.4 Ngāti Kōata associations with Whakaterepapanui are central to our history, identity, kaitiakitanga and mauri. This island incorporates our cultural values; Ngāti Kōata has mana, whakapapa associations and history at Whakaterepapanui. Ngāti Kōata have tikanga and kawa, including tapu and noa at Whakaterepapanui.
- 3.5 The traditional kaitiaki relationship is emphasised through the spiritual relationship between Ngāti Kōata and the natural environment. The mauri is a critical element of

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**1.1: HE UHI TAKAI CREATED OVER WHAKATEREPAPANUI/  
WAKATEREPAPANUI ISLAND RECREATION RESERVE**

the spiritual life force of this area, and is therefore an important component of the relationship for Ngāti Kōata.

**4. Protection Principles**

4.1 The following Protection Principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Ngāti Kōata iwi/hapu values related to Whakaterepapanui Island / Wakaterepapanui Island Recreation Reserve:

- (a) protection of and respect for wahi tapu, indigenous flora and fauna and the wider environment within Whakaterepapanui Island / Wakaterepapanui Island Recreation Reserve;
- (b) recognition of the mana, kaitiakitanga, and customary values and tikanga of Ngāti Kōata within Whakaterepapanui Island / Wakaterepapanui Island Recreation Reserve;
- (c) recognition of Ngāti Kōata as kaitiaki within Whakaterepapanui Island / Wakaterepapanui Island Recreation Reserve;
- (d) respect for Ngāti Kōata tikanga and kawa within Whakaterepapanui Island / Wakaterepapanui Island Recreation Reserve;
- (e) encouragement of the respect for the association of Ngāti Kōata with the Whakaterepapanui Island / Wakaterepapanui Island Recreation Reserve;
- (f) accurate portrayal of the association of Ngāti Kōata with Whakaterepapanui Island / Wakaterepapanui Island Recreation Reserve; and
- (g) recognition of the significant spiritual and physical relationship Ngāti Kōata have with the wahi tapu, wahi taonga and wahi whakahirahira.

**5. Actions by the Director-General of Conservation in relation to Specific Principles**

5.1 Pursuant to clause 5.1.1 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- (a) Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires and the public (including local landowners) will be provided with information about the Ngāti Kōata values and connection with Whakaterepapanui Island / Wakaterepapanui Island Recreation Reserve and will be encouraged to respect the Ngāti Kōata mana and kaitiakitanga within and association with the Whakaterepapanui Island / Wakaterepapanui Island Recreation Reserve.
- (b) The Department of Conservation will consult with Te Pātaka a Ngāti Kōata trustees regarding the content and accuracy of any information to be provided pursuant to clause 5.1(a) and, as far as reasonably practicable, the Department of Conservation will only use Ngāti Kōata cultural information with the consent of Te Pātaka a Ngāti Kōata trustees.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**1.1: HE UHI TAKAI CREATED OVER WHAKATEREPAPANUI/  
WAKATEREPAPANUI ISLAND RECREATION RESERVE**

- (c) The Ngāti Kōata association with Whakaterepapanui Island / Wakaterepapanui Island Recreation Reserve will be accurately portrayed in all new DOC Information, signs and educational material.
- (d) Te Pātaka a Ngāti Kōata trustees or designated spokesperson will be consulted regarding the content of such material and the location of any new signs to accurately reflect the Ngāti Kōata cultural and spiritual values.
- (e) The landscape, indigenous flora and fauna of Whakaterepapanui Island / Wakaterepapanui Island Recreation Reserve will be protected through regular monitoring, vigilance regarding biosecurity and compliance threats and by advocating on sound and sustainable environmental and planning principles and processes.
- (f) Department staff will consult Ngāti Kōata and will have regard to their views on any proposed introduction or removal of indigenous species to and from the Islands.
- (g) Significant earthworks of soil and/or removal of vegetation will be avoided wherever possible.
- (h) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Pātaka a Ngāti Kōata trustees or designated contact person will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wahi tapu, other taonga and archaeological sites. Any kōiwi or other taonga found or uncovered will be left untouched and contact made immediately with Te Pātaka a Ngāti Kōata trustees to ensure representation is present on site and tikanga followed.
- (i) The Department of Conservation will when considering all consent, permit and concession applications over Whakaterepapanui Island / Wakaterepapanui Island Recreation Reserve take into account Ngāti Kōata values as expressed in clause 3.

---

**1.2 HE UHI TAKAI CREATED OVER TAKAPOUREWA /  
TAKAPOUREWA NATURE RESERVE**

---

**Clause 5.1.1(a)**



**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**1.2: HE UHI TAKAI CREATED OVER TAKAPOUREWA/  
TAKAPOUREWA NATURE RESERVE**

**1. Description of Area**

- 1.1 Nelson Land District - Marlborough District. 150.3314 hectares, more or less, being Sections 1, 2 and 3 SO 15162: noting that for Sections 1 and 2 (2.1614 hectares), the land is primarily held for navigational and safety purposes with a secondary use of Nature Preservation (Gazette 1996, page 3489) and He Uhi Takai will apply to the extent that it is compatible with the primary purpose for which the land is held. As shown on OTS-202-107.

**2. Preamble**

- 2.1 Pursuant to section 57 of the draft settlement bill (clause 5.1.1(a) of the deed of settlement), the Crown acknowledges the statement by Ngāti Kōata of their cultural, spiritual, historic and/or traditional values relating to Takapourewa / Takapourewa Nature Reserve as set out below.
- 2.2 This classification sits alongside the agreements recorded in the Deed for Takapourewa Nature Reserve signed in 1994 between Ngāti Kōata and the Department of Conservation.

**3. Ngāti Kōata Iwi Values**

- 3.1 Takapourewa is spiritually, culturally and historically significant to Ngāti Kōata. The surrounding sea is rich in marine life and the island overlooks one of the great whale migration routes. New Zealand fur seals and dolphins along with penguin species are seen around these islands. Ngāti Kōata are kaitiaki of Takapourewa and are recognised as tangata whenua of this motu.
- 3.2 Takapourewa is at the northern most tip of the Marlborough Sounds and lies two kilometres to the north east of Cape Stephens, the northern most point of Rangitoto. The island is 2.6 kilometres in size but rises up to 305 metres from the sea; the largest island off the coast of Rangitoto. Takapourewa is utilised both as an important seamount and navigation aide, along with being a major tribal boundary marker.
- 3.3 Takapourewa was traditionally used as a tohunga training ground. Takapourewa is tapu for this reason. Ngāti Kōata is able to restrict access under its tikanga for cultural purposes on Takapourewa as kaitiaki of the island.
- 3.4 Takapourewa was traditionally a valuable source of natural resources, significant to the mana of Ngāti Kōata, as they are all considered taonga. Ngāti Kōata cares for and respects all existing and new flora and fauna, as they are all taonga. The island contains a number of bird, plant and animal species, some of which are endangered, rare or threatened. The survival of these taonga species is very important to Ngāti Kōata. Examples include the best-known resident of the island, the tuatara. Ngāti Kōata likens the tuatara to elders who gather knowledge in a long lifetime. As the reptiles live through many human generations they are granted kaumatua respect. Ngāti Kōata also has a special kaitiaki relationship with the tuatara. Because of their longevity, the tuatara are kaitiaki to Ngāti Kōata, and in return, Ngāti Kōata are kaitiaki to the tuatara. Tuatara can live for up to 300 years, and those residing on Takapourewa account for more than half of the world population of the species, with over thirty thousand tuatara in total on the island. The Ngāti Kōata special relationship with this iconic species has been presented to the Waitangi Tribunal in several

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**1.2: HE UHI TAKAI CREATED OVER TAKAPOUREWA/  
TAKAPOUREWA NATURE RESERVE**

hearings, including the Wai 262 (Fauna and Flora) claim by Ngāti Kōata kaumatua. Ngāti Kōata value and are comfortable with this peaceful species.

- 3.5 Other species include the Stephens Island or Hamilton's Frog, which is the rarest frog in the world and endemic to the island. Other significant species include the Fairy Prion, the striped beetle, the Stephens Island green and striped gecko and common gecko, the Stephens Island tree weta and giant weta, the darkling beetle and the nocturnal weevil, which is also endemic to Takapourewa. The island has vast numbers of seabirds including the titi. Clouds of birds once "darkened the setting sun" as the birds arrived back at the island from their fishing grounds but in modern times, tītī are rarer. Tītī still nest there but in notably reduced numbers. Takapourewa was an important source of kaimoana and kaiwhenua, such as potatoes and other plant food, which was important to the sustenance of Ngāti Kōata iwi.
- 3.6 Takapourewa was the last refuge of the Stephen's Island Wren, which became extinct in 1894 due to the infestation of rats and feral cats that came with non-Maori settlement. Flora on the islands once included low forest species such as ngaio, taupata and mahoe. Protection of the existing environment, including the flora is necessary to ensure the survival of the many endangered species living on the islands.
- 3.7 Ngāti Kōata associations with Takapourewa are central to our history, identity, kaitiakitanga and mauri. This island incorporates our cultural values; Ngāti Kōata has mana, whakapapa associations and history at Takapourewa. Ngāti Kōata have tikanga and kawa, including tapu and noa at Takapourewa.
- 3.8 The traditional kaitiaki relationship is emphasised through the spiritual relationship between Ngāti Kōata and the natural environment. The mauri is a critical element of the spiritual life force of this area, and is therefore an important component of the relationship for Ngāti Kōata.

**4. Protection Principles**

- 4.1 The following Protection Principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Ngāti Kōata iwi/hapu values related to Takapourewa / Takapourewa Nature Reserve:
- (a) protection of and respect for wahi tapu, indigenous flora and fauna and the wider environment within the Takapourewa / Takapourewa Nature Reserve;
  - (b) recognition of the mana, kaitiakitanga, and customary values and tikanga of Ngāti Kōata within the Takapourewa/Takapourewa Nature Reserve;
  - (c) recognition of Ngāti Kōata as kaitiaki within the Takapourewa / Takapourewa Nature Reserve;
  - (d) respect for the Ngāti Kōata tikanga within the Takapourewa / Takapourewa Nature Reserve;
  - (e) encouragement of the respect for the association of Ngāti Kōata with the Takapourewa / Takapourewa Nature Reserve;
  - (f) accurate portrayal of the association of the Ngāti Kōata with the Takapourewa / Takapourewa Nature Reserve; and

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**1.2: HE UHI TAKAI CREATED OVER TAKAPOUREWA/  
TAKAPOUREWA NATURE RESERVE**

- (g) recognition of the significant spiritual and physical relationship Ngāti Kōata have with the wahi tapu, wahi taonga and wahi whakahirahira.

**5. Actions by the Director-General of Conservation in relation to Specific Principles**

5.1 Pursuant to clause 5.1.1 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- (a) Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires and the public will be provided with information about the Ngāti Kōata values and connection with the Takapourewa Nature Reserve and will be encouraged to respect the Ngāti Kōata mana, kaitiakitanga and association with the island.
- (b) The Department of Conservation will consult with Te Pātaka a Ngāti Kōata trustees regarding the content and accuracy of any information to be provided pursuant to clause 10.2(b) and, as far as reasonably practicable, the Department of Conservation will only use Ngāti Kōata cultural information with the consent of Te Pātaka a Ngāti Kōata trustees.
- (c) The Ngāti Kōata association with Takapourewa will be accurately portrayed in all new DOC Information, signs and educational material.
- (d) Te Pātaka a Ngāti Kōata trustees or designated spokesperson will be consulted regarding the content of such material and the location of any new signs to accurately reflect the Ngāti Kōata cultural and spiritual values.
- (e) The landscape, indigenous flora and fauna of Takapourewa Island Recreation Reserve will be protected through regular monitoring, vigilance regarding biosecurity and compliance threats and by advocating on sound and sustainable environmental and planning principles and processes. The main vehicle for achieving this will be through the jointly approved operational plan required pursuant to clause 5.38 of the Deed of Settlement and the Protocol.
- (f) Department staff will consult with the Ngāti Kōata and will have regard to their views on any proposed introductions or removal of flora and fauna to and from Takapourewa.
- (g) Significant earthworks of soil and/or vegetation will be avoided wherever possible.
- (h) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Pātaka a Ngāti Kōata trustees or designated contact person will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wāhi tapu, other taonga and archaeological sites. Any kōiwi or other taonga found or uncovered will be left untouched and contact made immediately with Te Pātaka a Ngāti Kōata trustees to ensure representation is present on site and tikanga followed.
- (i) The Department of Conservation will when considering all consent, permit and concession applications over Takapourewa will take into account Ngāti Kōata values as expressed in clause 3.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**1.2: HE UHI TAKAI CREATED OVER TAKAPOUREWA/  
TAKAPOUREWA NATURE RESERVE**

(

(

---

**1.3 HE UHI TAKAI CREATED OVER  
FRENCH PASS SCENIC RESERVE**

---

**Clause 5.1.1(d)**

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**1.3: HE UHI TAKAI CREATED OVER FRENCH PASS SCENIC RESERVE**

**1. Description of Area**

- 1.1 Nelson Land District - Marlborough District. 13.91 hectares, more or less, being Sections 9, 12, 13 and 14 Square 93. *Gazette* 1985 page 533. As shown on OTS-202-35.

**2. Preamble**

- 2.1 Pursuant to section 57 of the draft settlement bill (clause 5.1.1(d) of the deed of settlement), the Crown acknowledges the statement by Te Pātaka a Ngāti Kōata trustees of their cultural, spiritual, historic and/or traditional values relating to Anaru / French Pass Scenic Reserve as set out below.

**3. Ngāti Kōata Values**

- 3.1 Anaru, now known as Elmslie Bay or French Pass as part of the French Pass Scenic Reserve is culturally, spiritually, historically and traditionally significant to Ngāti Kōata, as kaitiaki of this area. Anaru was another significant settlement area for Ngāti Kōata and was situated directly adjacent to Te Aumiti, which is the narrow channel between the mainland of the South Island and Rangitoto (D'Urville Island). Ngāti Kōata continues to have a strong association and have a kaitiaki role over Te Aumiti, the waterway and Anaru, the headland. Ngāti Kōata are recognised as tangata whenua of this wāhi.
- 3.2 Anaru as part of the French Pass Scenic Reserve was a resting place for waka waiting for a favourable tide to transit Te Aumiti. It was a short walk from the beach to the ridge overlooking Te Aumiti. Anaru was a significant mahinga kai for Ngāti Kōata. The bay is still a stopping off place for Ngāti Kōata travelling to Rangitoto. Te Awatea Hou, the modern waka of Ngāti Kōata also sheltered at Anaru as part of the French Pass Scenic Reserve while the crew took rest and food before continuing on to Whakatū.
- 3.3 Anaru as part of the French Pass Scenic Reserve is also adjacent to Te Tokanui o te Parirau o te Kawau a Toru (The large reef formed by the broken wing of Toru's shag), also known as Te Parirau i Whati o te Kawau a Toru.
- 3.4 Here follows the short song concerning Kupe and his doings, it refers to his slaying the Wheke-a-Muturangi, to Nga Whatu islets, and the famed coromant Kawau-a-Toru, (or Potoru) that perished at French Pass.

Ka tito au, ka tito au, ka tito au ki a Kupe  
Te tangata nana i hoehoe te moana e takoto nei  
Te tangata nana i patu te Wheke a Muturangi  
Koia Nga Whatu-Kaponu, Koia Matairangi i roto o Puna-te-warō  
Hei ma... i te kawau paihau tahi a Potoru  
E angi noa ra i Te Aumiti, Aue, Ha!

- 3.5 Ngāti Kōata associations with the French Pass, Anaru and Te Aumiti, including Te Tokanui o te Parirau o te Kawau a Toru are central to our history, identity, kaitiakitanga and mauri. This area incorporates our cultural values; Ngāti Kōata has mana, whakapapa associations and history at Te Aumiti. Ngāti Kōata have tikanga and kawa, including tapu and noa at Anaru as part of the French Pass Scenic Reserve.
- 3.6 The traditional kaitiaki relationship is emphasised through the spiritual relationship between Ngāti Kōata and the natural environment. The mauri is a critical element of

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**1.3: HE UHI TAKAI CREATED OVER FRENCH PASS SCENIC RESERVE**

the spiritual life force of this area, and is therefore an important relationship for Ngāti Kōata.

**4. Protection Principles**

4.1 The following Protection Principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Ngāti Kōata iwi/hapu values related to Anaru/part of French Pass Scenic Reserve:

- (a) protection of and respect for wahi tapu, indigenous flora and fauna and the wider environment within Anaru/part of French Pass Scenic Reserve;
- (b) recognition of the mana, kaitiakitanga, and customary values and tikanga of Ngāti Kōata within Anaru/part of French Pass Scenic Reserve;
- (c) recognition of Ngāti Kōata as kaitiaki within Anaru/part of French Pass Scenic Reserve;
- (d) respect for Ngāti Kōata tikanga and kawa within Anaru/part of French Pass Scenic Reserve;
- (e) encouragement of the respect for the association of Ngāti Kōata with Anaru/part of French Pass Scenic Reserve;
- (f) accurate portrayal of the association of Ngāti Kōata within Anaru/part of French Pass Scenic Reserve; and
- (g) recognition of the relationship of Ngāti Kōata with the wahi tapu, wahi taonga and wahi whakahirahira.

**5. Actions by the Director-General of Conservation in relation to specific Principles**

5.1 Pursuant to clause 5.1.1 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- (a) Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires and the public (including local landowners) will be provided with information about the Ngāti Kōata values and connection with Anaru/part of French Pass Scenic Reserve and will be encouraged to respect the Ngāti Kōata mana, kaitiakitanga and association with the area.
- (b) The Department of Conservation will consult with Te Pātaka a Ngāti Kōata trustees regarding the content and accuracy of any information to be provided pursuant to clause 15.1(a) and, as far as reasonably practicable, the Department of Conservation will only use Ngāti Kōata cultural information with the consent of Te Pātaka a Ngāti Kōata trustees.
- (c) The Ngāti Kōata association with Anaru/part of French Pass Scenic Reserve will be accurately portrayed in all new DOC Information, signs and educational material.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**1.3: HE UHI TAKAI CREATED OVER FRENCH PASS SCENIC RESERVE**

- (d) Te Pātaka a Ngāti Kōata trustees or designated spokesperson will be consulted regarding the content of such material and the location of any new signs to accurately reflect Ngāti Kōata cultural and spiritual values.
- (e) The landscape, indigenous flora and fauna of Anaru/part of French Pass Scenic Reserve will be protected through regular monitoring, vigilance regarding biosecurity and compliance threats and by advocating on sound and sustainable environmental and planning principles and processes.
- (f) Department staff will consult Ngāti Kōata over any proposed introduction or removal of indigenous species to and from Anaru/part of French Pass Scenic Reserve.
- (g) Significant earthworks of soil and/or removal of vegetation will be avoided wherever possible.
- (h) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Pātaka a Ngāti Kōata trustees or designated contact person will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) wahi tapu, other taonga and archaeological sites. Any kōiwi or other taonga found or uncovered will be left untouched and contact made immediately with Te Pātaka a Ngāti Kōata trustees to ensure representation is present on site and tikanga followed.
- (i) The Department of Conservation will when considering all consent, permit and concession applications over Anaru/part of French Pass Scenic Reserve take into account Ngāti Kōata values as expressed in clause 3.



---

1.4 HE UHI TAKAI CREATED OVER RANGITOTO KI TE TONGA / D'URVILLE ISLAND  
SITE

---

Clause 5.1.1(c)

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**1.4: HE UHI TAKAI CREATED OVER RANGITOTO KI TE TONGA / D'URVILLE ISLAND SITE**

**1. Description of Area**

1.1 Nelson Land District - Marlborough District. D'Urville Island Scenic Reserve: 5869.6016 hectares, more or less, being Rangitoto 8B1, Part Lot 1 DP 3041, Sections 3 and 4 SO 428440, Parts Lot 2 DP 3893, Part Lot 1 DP 5231, Section 2 SO 436126, Lots 1 and 2 DP 5258, Parts Rangitoto 4A, Parts Section 12 Block VII D'Urville Survey District, Section 13 Block VIII D'Urville Survey District, Lot 1 DP 8133, Section 13 Block VII D'Urville Survey District, Rangitoto 6A, Part Rangitoto 5A, Part Rangitoto 5B3, Part Rangitoto 1B (but only the surface), and Part Rangitoto 3B2. As shown on OTS-202-36.

**2. Preamble**

2.1 Pursuant to section 57 of the draft settlement bill (clause 5.1.1(c) of the deed of settlement), the Crown acknowledges the statement by Te Pātaka a Ngāti Kōata trustees of their cultural, spiritual, historic and/or traditional values relating to Rangitoto ki te Tonga / D'Urville Island site, as set out below.

**3. Ngāti Kōata Values**

3.1 The island of Rangitoto ki te Tonga (D'Urville Island) is culturally, spiritually, historically and traditionally significant to Ngāti Kōata, as kaitiaki of this area. Rangitoto was part of the gift or tuku to Ngāti Kōata following the battle of Whakapaeiti where the chief Tūtepourangi was taken captive by Ngāti Kōata. To ensure the safety of his people and himself he offered Rangitoto and surrounds as a peace settlement. The tuku of land started from Anatoto at the mouth of the Pelorus Sounds and included Kurupongi, Nga Kiore, Takapourewa and on to Te Hiku o te Matau (Farewell Spit).

3.2 Rangitoto became a Ngāti Kōata stronghold and although it was still occupied by previous iwi, there was always the understanding that Ngāti Kōata were kaitiaki over the area. Te Putu and Te Patete in particular settled at Te Marua, Moawhitu, Awhitu, Manuhakapakapa and Ohana. On 11th May 1840 several Ngāti Kōata chiefs signed the Treaty of Waitangi at Te Marua or "Old Pa" at the north east of Rangitoto.

3.3 During the negotiation with Brunner in 1856 and consequent land sales, Ngāti Kōata were able to exclude Rangitoto from those sales. It was not until Native Land Court partitioning and alienation that Ngāti Kōata lost ownership of the island.

3.4 The rocks and tides around Cape Stephens have particular historical significance to Ngāti Kōata, which dates back to Kupe. These rocks include Ngā Tamahine a Pani (The daughters of Pani, now known as The Sisters), Te Waka a Pani (The canoe of Pani), Te Mōkai a Pani (The slave of Pani), Te Ana a Pani (The cave of Pani) and Ngā Tai Whaka hoki hoki a Pani (The receding tides of Pani).

3.5 While going through the Stephens Passage a North Westerly gale caused the canoe of Pani to hit rocks and sink. All lives were lost except for Pani who later died in the cave called Te Ana a Pani. While Pani was sheltering in the cave he prayed for the resurrection of his daughters, the slave and the canoe. These came up in the form of rocks. From that day to this, up to six hours before a North Westerly storm Pani can be heard from as far as six miles away crying for his loved ones as the water pressure building up in the cave forces pockets of air out. So Māori are provided with a weather warning system established in 900 AD which Ngāti Kōata mariners still use today.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**1.4: HE UHI TAKAI CREATED OVER RANGITOTO KI TE TONGA / D'URVILLE ISLAND SITE**

- 3.6 Ngāti Kōata are kaitiaki of the legends of Kupe and Pani within our rohe. We acknowledge that in those legends some features are sometimes referred to as belonging to Kupe and sometimes belonging to Pani. We accept both versions of these legends and do not diminish either.
- 3.7 Ngāti Kōata associations with Rangitoto ki te Tonga are central to our history, identity, kaitiakitanga and mauri. This island incorporates our cultural values; Ngāti Kōata has mana, whakapapa associations and history at Rangitoto. Ngāti Kōata have tikanga and kawa, including tapu and noa at Rangitoto.
- 3.8 The traditional kaitiaki relationship is emphasised through the spiritual relationship between Ngāti Kōata and the natural environment. The mauri is a critical element of the spiritual life force of this area, and is therefore an important relationship for Ngāti Kōata.

**4. Protection Principles**

- 4.1 The following Protection Principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Ngāti Kōata iwi/hapu values related to Rangitoto ki te Tonga / D'Urville Island:
- (a) protection of wahi tapu, indigenous flora and fauna and the wider environment within Rangitoto ki te Tonga / D'Urville Island;
  - (b) recognition of the mana, kaitiakitanga, and customary values and tikanga of Ngāti Kōata within Rangitoto ki te Tonga / D'Urville Island;
  - (c) recognition of Ngāti Kōata as kaitiaki within Rangitoto ki te Tonga / D'Urville Island;
  - (d) respect for Ngāti Kōata tikanga and kawa within Rangitoto ki te Tonga / D'Urville Island;
  - (e) encouragement of the respect for the association of Ngāti Kōata with Rangitoto ki te Tonga / D'Urville Island;
  - (f) accurate portrayal of the association of Ngāti Kōata within Rangitoto ki te Tonga / D'Urville Island; and
  - (g) recognition of the significant spiritual and physical relationship Ngāti Kōata have with the wahi tapu, wahi taonga and wahi whakahirahira.

**5. Actions by the Director-General of Conservation in relation to Specific Principles**

- 5.1 Pursuant to clause 5.1.1 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:
- (a) Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires and the public (including local landowners) will be provided with information about the Ngāti Kōata values and connection with Rangitoto ki te Tonga / D'Urville Island and will be encouraged to respect the Ngāti Kōata mana, kaitiakitanga and association with the area.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**1.4: HE UHI TAKAI CREATED OVER RANGITOTO KI TE TONGA / D'URVILLE ISLAND SITE**

- (b) The Department of Conservation will consult with Te Pātaka a Ngāti Kōata trustees regarding the content and accuracy of any information to be provided pursuant to clause 20.1(a) and, as far as reasonably practicable, the Department of Conservation will only use Ngāti Kōata cultural information with the consent of Te Pātaka a Ngāti Kōata trustees.
- (c) The Ngāti Kōata association with Rangitoto ki te Tonga / D'Urville Island will be accurately portrayed in all new DOC Information, signs and educational material.
- (d) Te Pātaka a Ngāti Kōata trustees or designated spokesperson will be consulted regarding the content of such material and the location of any new signs to accurately reflect Ngāti Kōata cultural and spiritual values.
- (e) The landscape, indigenous flora and fauna of Rangitoto ki te Tonga / D'Urville Island will be protected through regular monitoring, vigilance regarding biosecurity and compliance threats and by advocating on sound and sustainable environmental and planning principles and processes.
- (f) Department staff will consult Ngāti Kōata over any proposed introduction or removal of indigenous species to and from Rangitoto ki te Tonga / D'Urville Island.
- (g) Significant earthworks of soil and/or removal of vegetation will be avoided wherever possible.
- (h) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Pātaka a Ngāti Kōata trustees or designated contact person will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) wāhi tapu, other taonga and archaeological sites. Any kōiwi or other taonga found or uncovered will be left untouched and contact made immediately with Te Pātaka a Ngāti Kōata trustees to ensure representation is present on site and tikanga followed.
- (i) The Department of Conservation will when considering all consent, permit and concession applications over Rangitoto ki te Tonga / D'Urville Island take into account Ngāti Kōata values as expressed in clause 3.

(

---

**2. STATEMENTS OF ASSOCIATION**

---

(

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**2: STATEMENTS OF ASSOCIATION**

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

For the avoidance of doubt, neither Te Pātaka o Ngāti Kōata, nor a member of Ngāti Kōata, is precluded by this part from stating that Ngāti Kōata has an association with a Statutory Area that is not described in a Statutory Acknowledgement or Statement of Association, and the content and existence of a Statutory Acknowledgement or Statement of Association does not limit any such statement.

The length or content of the Ngāti Kōata association with a particular area should not be taken by third parties, especially Crown agencies or Territorial Local Authorities, as an indication of relative merits or mana to an area. Only Ngāti Kōata can determine its mana and kaitiaki status at any wāhi or whenua.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**2: STATEMENTS OF ASSOCIATION**

**ASKEWS HILL QUARRY SITE IN TAIPARE CONSERVATION AREA**

This wāhi tapu incorporates the Ngāti Kōata cultural values of take tuku, take tūpuna and take ahi kaa roa and is intrinsic to our cultural identity. It is an area where our tūpuna lived and exercised mana.

The Askews Hill quarry site in the Taipare Conservation Area is significant to Ngāti Kōata due to the significance of argillite and pakohe to Ngāti Kōata. The Nelson mineral belt extends from Rangitoto to Askew's Hill, along the Whangamoā ranges and the Maitai Valley and stretches to the south into Te Waipounamu. For Ngāti Kōata, the Mineral Belt is very sacred, as it was used by tūpuna as a path of healing. There are at least fourteen known sites along this mineral belt where high quality pakohe was worked by Ngāti Kōata tūpuna, one of which is the Askews Hill site.

Pakohe stones were valuable taonga to Ngāti Kōata. They produced top quality tools and weapons. Argillite was a highly valued taonga and quarried at many sites, including Askews Hill, because it could be flaked easily to make adzes and drill points. Some of the quarries in this mineral belt provided source material for argillite artefacts found in many of the ancient occupation and burial sites throughout Aotearoa. The trading and distribution of adzes and other cultural instruments manufactured from the argillite from quarries on Askews Hill and other mineral belt sites was Aotearoa wide, a reflection of the significance of the resource to the wider Maori population.

The quarries where argillite was mined and adzes flaked out of the rock on Rangitoto are almost one thousand years old. The methodology employed to quarry the rock included having large stream boulders carried up to the quarry site where they were used to shatter an exposed argillite face. Quartering hammers were then used to produce quarry blanks ready for transport, while a knapping hammer produced the flaked first outline. Finally the adze was ground to smoothness on a slab of wetted sandstone.

Wooden wedges were also driven into cracks and crevasses in the rocks and water poured over the wedges causing them to swell and split the rock.

Ngāti Kōata associations with the Askews Hill quarry site in the Taipare Conservation Area are central to our history, identity, kaitiakitanga and mauri. This wāhi incorporates our cultural values; Ngāti Kōata has mana, whakapapa associations and history at the Askews Hill quarry site in the Taipare Conservation Area. Ngāti Kōata have tikanga and kawa, including tapu and noa at the Askews Hill quarry site in the Taipare Conservation Area.

The traditional kaitiaki relationship is emphasised through the spiritual relationship between Ngāti Kōata and the natural environment. The mauri is a critical element of the spiritual life force of this area, and is therefore an important relationship for Ngāti Kōata. Ngāti Kōata are identified as tangata whenua at the Askews Hill quarry site in the Taipare Conservation Area.

**MATAPEHE**

This wāhi tapu incorporates the Ngāti Kōata cultural values of take tuku, take tūpuna and take ahi kaa roa and is intrinsic to our cultural identity. This is an area where our tūpuna lived and exercised mana.

Matapihi has cultural, traditional, historical and spiritual significance to Ngāti Kōata. The traditional name for Matapihi was Matapihi o te Rangi, or "windows of heaven". It is often incorrectly referred to as Matapehe. The summit or cone of Matapihi is significant to Ngāti

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**2: STATEMENTS OF ASSOCIATION**

Kōata. The site was a lookout point where approaching waka could be seen coming into the harbour. Matapihi was, and still is, used as a navigational marker both night and day. The silhouettes of the peaks at night, including Matapihi, are customary navigational landmarks. The important customary use of Matapihi as a landmark has been passed down over many generations of Ngāti Kōata.

The areas surrounding Matapihi were significant early occupation sites for Ngāti Kōata. There is a traditional story about Kupe's octopus there, "Te Wheke a Maturangi", the mauri of which is culturally significant for Ngāti Kōata as a traditional landmark also.

Matapihi was known as a safe anchorage from the nor westerly whilst out on the sea and waka would often take refuge in the adjoining bay. Traditionally this area was also a well known sea passage or trading belt, where the trading of potatoes and mutton birds was commonplace. Ngāti Kōata also traded tītī for potatoes at Matapihi.

Ngāti Kōata associations with te maunga Matapihi o te Rangi are central to our history, identity, kaitiakitanga and mauri. This wāhi incorporates our cultural values; Ngāti Kōata has mana, whakapapa associations and history at te maunga Matapihi o te Rangi. Ngāti Kōata have tikanga and kawa, including tapu and noa at te maunga Matapihi o te Rangi.

The traditional kaitiaki relationship is emphasised through the spiritual relationship between Ngāti Kōata and the natural environment. The mauri is a critical element of the spiritual life force of this area, and is therefore an important relationship for Ngāti Kōata. Ngāti Kōata are identified as tangata whenua at te maunga Matapihi o te Rangi.

### **MAUNGATAPU**

This wāhi tapu incorporates the Ngāti Kōata cultural values of take tuku, take tūpuna and take ahi kaa roa and is intrinsic to our cultural identity. This is an area where our tūpuna lived and exercised mana.

Maungatapu reigns above the eastern side of Tasman Bay, overlooking Whakatū. As the name suggests, Maungatapu is a sacred mountain, a wāhi tapu of great significance to Ngāti Kōata. Through our ancestral and spiritual links to the natural world, Ngāti Kōata are connected with the mauri of Maungatapu, the life force that binds the spiritual world with the physical world.

Maungatapu is central to the identity and lives of Ngāti Kōata as kaitiaki; this taonga is as important for current day whānau as it was for our tūpuna. Beneath the gaze of this maunga, tūpuna lived, cultivated land, collected resources and harvested food. Maungatapu also stands at the head of the Maitai River, a culturally significant awa bringing the spiritually healing waters from Maungatapu through the whenua and out to sea. Traditionally, Maungatapu and surrounding lands through which the Maitai flows were rich in manu, rongoā and tuna. Ngāti Kōata used these resources to sustain their wellbeing. The significance of Maungatapu is recognised in the pepehā of Ngāti Kōata: "Ko Maungatapu te maunga..."

Maungatapu stands within the Maungatapu District and is linked to the legend of Ngahue and Poutini. These significant stories illustrate that from the very earliest times, tribes from all over the country knew about the precious resources to be found in Te Tau Ihu. Ngahue was the atua (guardian) of pounamu (greenstone). He and his taniwha, Poutini, were the guardians of this taonga. A dispute between Ngahue and his adversary Hine-tu-ahoanga entangled their taniwha. Poutini was driven out of Hawaiki by Whatipu (the taniwha of Hine-tu-ahoanga) and pursued to different places around New Zealand. One of the places Poutini



**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**2: STATEMENTS OF ASSOCIATION**

found temporary refuge was Whangamoa (the range of hills between Nelson and Pelorus). This refuge is where argillite can be found along the Nelson Mineral Belt, which extends from Rangitoto, to Askew's Hill and along the Whangamoa Ranges and the Maitai Valley and stretching to the south into Te Waipounamu. For Ngāti Kōata, the Mineral Belt is very sacred, as it was used by tūpuna as a path of healing.

Black/grey pakohe is unique to Te Tau Ihu o te Waka a Maui. Traditionally, it was a highly valued taonga, a mineral of great hardness and strength, which could be customarily manufactured into all manner of tools and weapons, such as adzes. Ngāti Kōata maintains a strong cultural association with pakohe and whānau have dynamically adapted the use of pakohe for contemporary purposes and uses at Maungatapu.

The tools fashioned from this taonga were used to collect and prepare kai, and other natural material resources gathered from the land and sea. Archaeological finds, relating to pakohe, tell a story of how this relationship developed over time. Of great significance is the mātauranga used to create the array of tools and the patterns and styles developed by Ngāti Kōata iwi. Pakohe was also a valuable item for trade.

Traditionally, Ngāti Kōata used Maungatapu as a navigation point. This maunga continues to be a geographical landmark for journeys by sea and land. Whānau also travelled between the Wairau and Whakatū via a trail, which crossed the Maungatapu District.

There are a number of wāhi near Maungatapu that are sacred and significant to Ngāti Kōata and form part of the "community of association" that Maungatapu represented.

Mātangi Āwhio was a settlement in line of sight of Maungatapu where many Ngāti Kōata lived both upon arrival in Te Tau Ihu and later as whānau needed to leave the rural areas for urban work and schooling. Mātangi Āwhio was where the waka landed and goods for trade were unloaded and loaded prior to most of the reclamation which made passage to the settlement mostly impossible.

Punawai was a large Ngāti Kōata settlement both upon arrival in Te Tau Ihu and later when Nelson was undergoing European settlement. Here the chief Karepa te Whetu penned some of his short stories. Here Ngāti Kōata maintained watch on the entrance to the safe harbour at Whakatū (Nelson).

Mānuka was the small fishing village in front of Punawai and was used seasonally by Ngāti Kōata for catching and processing of fish.

Pikimai was a fortified pa built on a small hill on what is now known as Cathedral Hill. It was used as a safe refuge in time of need and was close to a major inland mahinga kai (now Queens Gardens).

Queens Gardens. The loss of this land for Ngāti Kōata was felt so strongly due to its rich source of kai. It formed part of the extensive wetlands associated with the Maitai River and was a major food gathering place which was then traded for fish and other coastal foods in plentiful supply northward at Rangitoto.

Ngāti Kōata associations with Maungatapu are central to our history, identity, kaitiakitanga and mauri. This wāhi incorporates our cultural values; Ngāti Kōata has mana, whakapapa associations and history at Maungatapu. Ngāti Kōata have tikanga and kawa, including tapu and noa at Maungatapu.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**2: STATEMENTS OF ASSOCIATION**

The traditional kaitiaki relationship is emphasised through the spiritual relationship between Ngāti Kōata and the natural environment. The mauri is a critical element of the spiritual life force of this area, and is therefore an important relationship for Ngāti Kōata. Ngāti Kōata are identified as tangata whenua at Maungatapu.

**MOAWHITU (RANGITOTO KI TE TONGA / D'URVILLE ISLAND)**

This wāhi tapu incorporates the Ngāti Kōata cultural values of take tuku, take tūpuna and take ahi kaa roa and is intrinsic to our cultural identity. This is an area where our tūpuna lived and exercised mana.

Moawhиту is of cultural, spiritual, historic and traditional significance to Ngāti Kōata. Moawhиту was traditionally one of the main settlements for Ngāti Kōata on Rangitoto. The beach and settlement was located on the northern shore of Greville Harbour surrounding an inland lagoon and was used as a mahinga kai. The lagoon itself was an important source for eeling and provided access from the harbour inland to the lagoon for canoe landing.

Moawhиту was a significant mahinga kai for Ngāti Kōata. It was so highly valued that tribal members would row from Whakapuaka to Moawhиту for the specific purpose of eeling. Eels were an important part of Ngāti Kōata traditional diet. It is said that the old people would get hungry for tuna and that there was a system whereby everybody would have a turn at collecting it. Eeling was regarded as a communal activity and the catch would be shared amongst the whānau of Ngāti Kōata. The tuna at Moawhиту were large and there was a plentiful supply. Eels would leave Moawhиту Lagoon and migrate to the sea every year in March. There is a rock named the March Rock or Tuna Heke Rock, which is located at this site as a marker of the annual event.

Moawhиту was a significant cultural historical eel fishing ground for Ngāti Kōata. Later Ngāti Kōata lost the eel fishery which was a great loss to our iwi.

Wharariki, a special species of flax, is also found at Moawhиту. Wharariki is strong and has minimal fibre, which was of plentiful supply and use to Ngāti Kōata tūpuna. Ngāti Kōata have since their arrival been kaitiaki of the wharariki at Moawhиту.

Moawhиту is significant to Ngāti Kōata due to the events prior to their settlement at the bay. Oral traditions describe a massive tidal wave wiping out all the inhabitants of the area. Moawhиту is also the site of a huge battle in the beach area, where bones could be found everywhere. Even today kōiwi and artefacts are frequently eroded from the dunes at Moawhиту, especially after stormy seas or high tides.

Ngāti Kōata associations with Moawhиту are central to our history, identity, kaitiakitanga and mauri. This wāhi incorporates our cultural values; Ngāti Kōata has mana, whakapapa associations and history at Moawhиту. Ngāti Kōata have tikanga and kawa, including tapu and noa at Moawhиту.

The traditional kaitiaki relationship is emphasised through the spiritual relationship between Ngāti Kōata and the natural environment. The mauri is a critical element of the spiritual life force of this area, and is therefore an important relationship for Ngāti Kōata. Ngāti Kōata are identified as tangata whenua at Moawhиту.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**2: STATEMENTS OF ASSOCIATION**

**PENGUIN BAY (RANGITOTO KI TE TONGA / D'URVILLE ISLAND)**

This wāhi tapu incorporates the Ngāti Kōata cultural values of take tuku, take tūpuna and take ahi kaa roa and is intrinsic to our cultural identity. This is an area where our tūpuna lived and exercised mana.

Penguin Bay, on the north east side of Rangitoto, has cultural, historical, spiritual and traditional significance to Ngāti Kōata. Historically, Penguin Bay was a settlement area for Ngāti Kōata due to the resources that could be sourced there. This area was a significant traditional mahinga kai for Ngāti Kōata providing both penguin and tītī for our iwi. The urupā is situated at the top end of the bay and has special significance due to the nature of the mana of the people who are buried there. The remains of a 'seated' giant has been uncovered in past times, indicating the size and stature of the people who once inhabited the area

Traditionally, tītī covered Penguin Bay, however after colonial settlement and the introduction of rodents and other exotic species to Rangitoto, tītī have become rare in the Bay.

Omana, the cemetery, is sacred to the entire Ngāti Kōata iwi, although it is no longer used as such.

Ngāti Kōata associations with Penguin Bay are central to our history, identity, kaitiakitanga and mauri. This wāhi incorporates our cultural values; Ngāti Kōata has mana, whakapapa associations and history at Penguin Bay. Ngāti Kōata have tikanga and kawa, including tapu and noa at Penguin Bay.

The traditional kaitiaki relationship is emphasised through the spiritual relationship between Ngāti Kōata and the natural environment. The mauri is a critical element of the spiritual life force of this area, and is therefore an important relationship for Ngāti Kōata. Ngāti Kōata are identified as tangata whenua at Penguin Bay.

**CULLEN POINT**

This wāhi tapu incorporates the Ngāti Kōata cultural values of take tuku, take tūpuna and take ahi kaa roa and is intrinsic to our cultural identity. This is an area where our tūpuna lived and exercised mana.

Cullen Point is representative of the area that is culturally, spiritually, historically and traditionally significant to Ngāti Kōata, as kaitiaki.

Cullen Point, while not included in the original tuku, became part of the Ngāti Kōata settlements and is part of the Ngāti Kōata area of influence. One of the main reasons for these settlements was the intermarriage between Ngāti Kōata and the other iwi still present in the area.

Ngāti Kōata kept gardens near Cullen Point. The largest gardens were located at the mouth of the Pelorus Estuary adjacent to Cullen Point where there are nine distinct areas of 'earth and stone walls, mounds, paths outlined by stones, modified soils and garden terraces.'

Early Church Missionary Society missionaries found Ngāti Kōata iwi among the 26 'members' who had been baptised into the Anglican church near Cullen Point and Rangitoto. Ngāti Kōata were also among the 30 to 40 Māori Ironside baptised in September 1842 at the opening of a large chapel at Te Hoiere, near Cullen Point.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**2: STATEMENTS OF ASSOCIATION**

In 1895 a list of Ngāti Kōata owners of Rangitoto shows eight out of a total of 77 owners were living near Cullen Point in Havelock.

Ngāti Kōata associations with Cullen Point are central to our history, identity, kaitiakitanga and mauri. This wāhi incorporates our cultural values; Ngāti Kōata has mana, whakapapa associations and history at Cullen Point. Ngāti Kōata have tikanga and kawa, including tapu and noa at Cullen Point.

The traditional kaitiaki relationship is emphasised through the spiritual relationship between Ngāti Kōata and the natural environment. The mauri is a critical element of the spiritual life force of this area, and is therefore an important relationship for Ngāti Kōata. Ngāti Kōata are identified as tangata whenua at Cullen Point.

### **OTUHAEREROA ISLAND AND MOTUANAURO ISLAND**

These wāhi tapu incorporate the Ngāti Kōata cultural values of take tuku, take tūpuna and take ahi kaa roa and are intrinsic to our cultural identity. This is an area where our tūpuna lived and exercised mana.

Otuhaereroa and Motuanauru Islands are of cultural, spiritual, historic and traditional significance to Ngāti Kōata. Otuhaereroa and Motuanauru Islands are situated at the entrance to Okiwi Bay and Matapihi and are adjacent to Whangarae. These areas were occupation sites for Ngāti Kōata, especially after they were driven out of Whakapuaka.

Ngāti Kōata whānau often had food gathering picnics on the rocky coast of Otuhaereroa. This Island was a favoured tītī gathering place in its season. Stories have also been passed down of men catching shark with their bare hands while being perched on some of the outcrop rocks.

Otuhaereroa and Motuanauru Islands were also navigation aids to iwi members travelling via the sea from Rangitoto to Whakapuaka or Whakatū, and marked a mid-point of the journey. When the north westerly blew, the harbour inside these Islands became a safe shelter.

Ngāti Kōata associations with Otuhaereroa and Motuanauru Islands are central to our history, identity, kaitiakitanga and mauri. These wāhi incorporate our cultural values; Ngāti Kōata has mana, whakapapa associations and history at Otuhaereroa and Motuanauru Islands. Ngāti Kōata have tikanga and kawa, including tapu and noa at Otuhaereroa and Motuanauru Islands.

The traditional kaitiaki relationship is emphasised through the spiritual relationship between Ngāti Kōata and the natural environment. The mauri is a critical element of the spiritual life force of this area, and is therefore an important relationship for Ngāti Kōata. Ngāti Kōata are identified as tangata whenua at Otuhaereroa and Motuanauru Islands.

### **THE RIVERS STATEMENTS OF ASSOCIATION**

#### **Ngāti Kōata Values**

These wāhi tapu incorporate the Ngāti Kōata cultural values of take tuku, take tūpuna and take ahi kaa roa and is intrinsic to our cultural identity. These are areas that our tūpuna lived and exercised mana.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**2: STATEMENTS OF ASSOCIATION**

The Pelorus, Maitai, Waimea and Whangamoā awa are taonga to Ngāti Kōata. They are the ribs of the tūpuna which plunge from the maunga down to the sea, creating wetlands and swamps. Ngā awa carry the lifeblood of Papatūānuku and the tears of Ranginui. The wai flowing through these rivers symbolises the spiritual link between the past and present. Each awa has a mauri and wairua of its own.

For Ngāti Kōata, ngā awa are a source of wai, an essential element of life. Wai is considered to transcend life itself, as it sustains the physical and spiritual survival of all things. Ngā awa support many water creatures which are an integral part of these rivers and can therefore not be separated from them. An important source of rongoā, the cleanliness and quality of the water within ngā awa is paramount. The protection of the water as a resource is therefore culturally and spiritually important to Ngāti Kōata.

Traditionally, ngā awa provided a wealth of resources to sustain tūpuna. Ngāti Kōata view all natural resources as being gifts from He Atua. Legends state that Tangaroa is the spiritual guardian of ngā awa and Tane Mahuta of the forests, trees and birds. These guardians were central in the lives of tūpuna and remain important for whānau living in the present day. Without He Atua and these guardians, Ngāti Kōata would have no resources or taonga to maintain their spiritual, cultural and economic prosperity in the Pelorus, Maitai, Waimea and Whangamoā.

For generations, Ngāti Kōata has used these waterways to access resources further inland. Traditionally, the Pelorus, Maitai, Waimea and Whangamoā Rivers provided many resources such as tuna, manu, rongoā and weaving materials to sustain ngā tūpuna. These resources were important in maintaining the spiritual, cultural and economic prosperity of Ngāti Kōata. Below is a description of the resources common to all awa with which Ngāti Kōata has an association.

Ngāti Kōata associations with ngā awa are central to our history, identity, kaitiakitanga and mauri. Ngā awa incorporate our cultural values; Ngāti Kōata has mana, whakapapa associations and history with ngā awa. Ngāti Kōata have tikanga and kawa, including tapu and noa with ngā awa.

The traditional kaitiaki relationship is emphasised through the spiritual relationship between Ngāti Kōata and the natural environment. The mauri is a critical element of the spiritual life force of ngā awa, and is therefore an important relationship for Ngāti Kōata. Ngāti Kōata are identified as tangata whenua of ngā awa.

### **Tuna**

Ko te kai reka o nga awa, he tuna.

Tuna is important to Ngāti Kōata, who have a kaitiaki role over them.

Purakau of Te Tau Ihu o te Waka a Maui tell of the origins of tuna. Maui killed a taniwha called Tuna. Maui enticed Tuna across nine skids and repeated a karakia as Tuna crossed each skid. When Tuna reached the ninth skid, Maui killed him. This story is similar to other Te Waka a Maui iwi who believe that Tuna's head became the tuna (river eel) and his body, koiro (conger eel).

The Pelorus, Maitai, Waimea and Whangamoā were well stocked with fish and water birds which formed part of the customary diet of Ngāti Kōata. Tuna are taonga and a species which has been central to the lives of Ngāti Kōata for generations, as kaitiaki over flora and

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**2: STATEMENTS OF ASSOCIATION**

fauna of these awa. Although tuna are still widespread, they are no longer as abundant as they were.

The places where tūpuna harvested eels were and are important tribal areas - gathering and processing tuna was a customary practice that strengthened the kinship of iwi and whānau. Customary management practices followed the lifecycle of the tuna, and harvesting was regulated according to the seasons.

**Mahinga Harakeke**

Harakeke was an important resource for tūpuna. Mahinga harakeke associated with the four awa provided raw products for rongoā and weaving materials. The two main industries associated with Whakatū - pakohe and fishing - utilised large quantities of flax. Pakohe was carried out of the Maitai River catchment using flax kete and harakeke fibre was used to catch fish in the rivers and adjacent estuary areas. Ngāti Kōata identity and pride is associated with the ability to produce beautiful korowai from traditional resources.

The harekeke wetland areas and forests associated with the four awa provided an important habitat for nesting birds and fish species. A large number of freshwater fish species were harvested including kokopu, paraki (smelt), inanga, korokoro (lamprey) tuna and kōaro.<sup>1</sup> Although freshwater fish and tuna have been severely depleted, they are still an important resource for Ngāti Kōata today.

**Ngahere**

Traditionally, papakainga in the river valleys were surrounded by an abundant source of timber. The river flats were heavily forested with tōtara and rimu, along with lush dense stands of other native timbers. Trees were a source of food and a vast range of edible products were harvested from the forests including karaka berries, ngaio, kawakawa, rimu, matai, supplejack, hinau, miro and tōtara, as well as the young leaves, hearts and shoots of the nikau palm. Rata blossom honey, the fruit of kie kie, the trunk pith and frond stems of mamaku (black tree fern) were all gathered by tūpuna.

**Manu**

In pre-European times, the birdlife associated with ngā awa was also plentiful. Kererū, kākāpō, tui, korimako, weka, kaka and kiwi were found in the forested river valleys; pūkeko and ducks in the wetland areas. The Blue Duck or Whio was common on the faster flowing waters. Ngā manu were not only important as a source of food, but the feathers were used for cloaks and decorating garments and taonga.

**Mātauranga**

Mātauranga associated with the collection of resources from ngā awa was central to the lives of tūpuna and remains a significant part of the cultural identity of whānau today. Mātauranga is essential for maintaining customary practices - the tikanga and kawa associated with gathering and utilising resources. Examples include; the collection of plants and use of water for medicinal purposes (rongoā), the harvesting of different species according to the seasons or tohu (signs), and the collection of plants for dying and weaving kete. Mātauranga Māori is intertwined with ngā awa and the many resources associated with their waters.

For Ngāti Kōata, the importance of taking part in the management of the Pelorus, Maitai and Waimea Rivers cannot be overstated. The taonga, wāhi tapu and customary practices

---

<sup>1</sup> *Tangata whenua ki Whakatu Environmental Indicators for Wai* (August 2005:20)

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**2: STATEMENTS OF ASSOCIATION**

associated with these sacred waters are integral to the spiritual, cultural and economic prosperity of Ngāti Kōata.

The following paragraphs explore the relationship Ngāti Kōata has maintained with these awa since their arrival in Te Tau Ihu.

**MAITAI RIVER AND ITS TRIBUTARIES**

The Maitai River was originally known as "Mahitahi", which is thought to relate to tūpuna working as 'one' with the pakohe to produce tools. Maitai means 'hard', or 'excellent' in Maori. The high-grade pakohe found in the valley became known as Maitai, as the stone was hard and excellent for working into weapons and fine tools.

Ngāti Kōata settled at Whakatu in Punawai and Pikimai following the tuku and subsequent "takahia te whenua". From those settlements they utilised the resources of the Maitai River for mahinga kai, rongoa, weaving and building materials.

The natural resources gathered from the catchment also attracted tūpuna from as far as Rangitoto to hunt and gather the plentiful supply of resources found in the maitai catchment from the estuary itself, the channels and wetlands at the mouth of the Maitai and the adjacent forests. Traditionally, extensive tracts of harekeke were present along the flats and hills of the Maitai. The wetter areas were also associated with kahikatea and raupo. These rich ecosystems provided habitats for many different bird, plant and fish species. Podocarp forest stands extended from near the river mouth upstream to Branford and Hanby Parks. This forested area provided nga iwi with tall trees for building and carving purposes. Tūpuna gathered berries and other materials from these forests and hunted the manu associated with the forests.

The Maitai River and its tributaries provided Ngāti Kōata with a natural pathway or Ara through the rohe. The main route to Whakapuaka and to Marlborough was via the Maitai Valley. The Whakapuaka Ara followed the Maitai upstream as far as the Waitarake (Sharlands and Packers Creeks), before joining the route over to the Lud and Teal Valleys. The Marlborough Ara followed the Waitarake, before dropping over a small hill to rejoin the Maitai. After passing a camping area at Mill Creek, the Ara ascended Maungatapu on the Dun Mountain side.

Argillite, known to Maori as pakohe, found along the Nelson Mineral Belt including the Maitai Valley formed an important resource for nga iwi of Whakatu. Traditionally, it was a highly valued taonga - a mineral of great hardness and strength, which could be manufactured into all manner of tools and weapons, such as adzes. The tools fashioned from this taonga were used to collect and prepare kai, and other natural resources gathered from the land and sea. Archaeological finds, in the vicinity of the Maitai Valley, contain a range of stone tools and evidence of their manufacture. These taonga include; fishing gear, drill points, adzes, chisels, hammer stones and ornaments. Of great significance is the matauranga used to create the array of tools and the patterns and styles developed by Ngāti Kōata iwi.

**TE HOIERE / PELORUS RIVER AND ITS TRIBUTARIES**

The Pelorus River Valley was occupied for generations prior to the tuku to Ngāti Kōata and subsequent peaceful settlement. Therefore, the traditional history associated with the river and its resources spans hundreds of years for the Pelorus River. Pa sites, cultivation areas, waka landing sites and urupā are all associated with this sacred awa. Te Hoiere, at the mouth of the Pelorus River, was where Te Rauparaha and his war party from Kapiti landed.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**2: STATEMENTS OF ASSOCIATION**

This taua included Ngāti Kōata chiefs, Te Whetu and Te Mako. Since their arrival in Te Tau Ihu o te Waka a Maui, Ngāti Kōata have harvested resources from the Pelorus River and surrounding valleys. Ngāti Kōata exercised kaitiaki over water in the Pelorus area. The protection of the water as a resource is culturally and spiritually important to Ngāti Kōata. Cultivations and traditions associated with the Pelorus River were extensive for Ngāti Kōata. For example, the pa and kāinga sites, areas of cultivation, places where harakeke was gathered and water birds hunted. Ngāti Kōata has maintained customary practices associated with the Pelorus River until the present day. The wāhi tapu and mahinga kai intertwined with this awa are plentiful and remain central to the cultural identity of Ngāti Kōata.

The Rai River is an important tributary to the Pelorus River and is closely linked with the Pelorus in Ngāti Kōata's view. Ngāti Kōata have a close association with the Rai River through mahinga kai such as eeling and birding.

**WAIMEA RIVER, WAIROA RIVER, AND WAI-ITI RIVER AND THEIR TRIBUTARIES**

The fertile plains of the Waimea have a long and rich Māori history, reaching back to the earliest tribes known to have lived in the South Island. The name Waimea was originally "Waimeha", which means "brackish" or "insipid water". This name relates to the nature of the river as it passes swamps and mudflats on its way to sea. The significance of the Waimea River therefore relates to the entire catchment, from the waters flowing from the mountains, Kahukura (Gordon Range, Eastern slopes of the Kahukura (Richmond) and Bryant Ranges and the Dun mountain) through the flood plains to coastal waters and out to sea.

The Waimea River and the region as a whole features in a large number of accounts relating to the period known as the Great Migration from Hawaiki to New Zealand, the period which spanned the 13<sup>th</sup> and 14<sup>th</sup> centuries. Rakaihautu, an early explorer from Hawaiki made landfall at Nelson Haven. From this landing place, he set off to discover the local landscape by way of the Waimea Plains.

There is evidence of hundreds of years of Māori cultivation on the Plains, as Ngāti Kōata and earlier iwi exercised their kaitiaki status over the Waimea River area. On the western side between Eve's Valley and the mouth of the Waimea, the fertility of the soils has been enhanced by vegetable matter, charcoal, sand and fine gravel. Some of these organic materials date back to the 14<sup>th</sup> Century. The archaeological evidence of this early occupation from sites near Appleby and Waimea West includes implements and personal ornaments that have similarities with Pacific Polynesian designs.

The Waimea was the gateway to the trading route between Whakatū (Nelson) and Te Tai Poutini (West Coast). Goods were often exchanged between the Waimea/ Whakatū iwi and Te Tai Poutini tribes. The Waimea iwi offered kumara, dried snapper and argillite tools as valuable taonga not obtainable on the Coast. While the West Coast tribes offered raw and worked pounamu.

The Waimea River and associated tributaries were an important resource gathering area for Ngāti Kōata, including the water itself, as kaitiaki over the Waimea River. The harakeke wetlands on the fringe of the Waimea estuary extended up the Waimea Valley towards Brightwater. This extensive area contained pockets of wooded areas. Kahikatea and pukatea were found in the wetter sites, and tōtara, mātai and rimu on drier sites. The Waimea River mouth provided Ngāti Kōata with a plentiful supply of harakeke and firewood, which they collected for their own use and to trade with European settlers.



**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**2: STATEMENTS OF ASSOCIATION**

In the Waimea, four varieties of harakeke could be found. The fine, long-fibred variety was suitable for net making. A coarser long-fibred type was suitable for ropes and cords, an intermediate type for kete, and a finer short-fibre variety for more delicate work, such as kākahu (cloaks) and tāniko (borders and other decorative work).

**WHANGAMOA RIVER AND ITS TRIBUTARIES**

The Whangamoā River was another important awa to Ngāti Kōata. Kaumatua can recall this river having the biggest eels ever caught. Apart from eel, this awa also provided other mahinga kai such as birding and harakeke gathering.

This awa is also important to Ngāti Kōata and sat in the middle of the Ngāti Kōata rohe where it was once an important mahinga kai. However due to lack of protection of Ngāti Kōata interests it later became a boundary marker between Ngāti Kōata and another iwi. This loss continues to be a significant mamae to Ngāti Kōata.

(

---

**2.1 STATEMENT OF COASTAL VALUES**

---

**Clause 5.7**

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**2.1: STATEMENT OF COASTAL VALUES**

**COASTAL - KAHURANGI POINT TO TE PARINUI O WHITI**

**Ngāti Kōata Values**

Ngāti Kōata have always been known as a coastal people, very skilled at sea and well known for our manakitanga, especially of kai moana. The sea and coastline have always been important to Ngāti Kōata. The coastal regions from Kahurangi Point to Te Parinui o Whiti are wāhi tapu and incorporate the Ngāti Kōata cultural values of take tuku, take tūpuna and take ahi kaa roa. These areas are where our tūpuna lived and exercised mana. These areas are intrinsic to our cultural history, identity, kaitiakitanga and mauri, and incorporate our cultural values. Ngāti Kōata has mana, whakapapa associations and history along these coastal regions. Ngāti Kōata have tikanga and kawa, including tapu and noa in these wāhi tapu.

Kahurangi Point to Te Parinui o Whiti are culturally, spiritually, historically and traditionally significant to Ngāti Kōata as kaitiaki of the coast and who are recognised as tangata whenua in Te Tau Ihu. The coastal region from Anatoto at the mouth of the Pelorus Sounds and including Kurupongi, Ngā Kiore, Takapourewa and onto Te Hiku o te Matau (Farewell Spit) was part of the gift or tuku to Ngāti Kōata during the battle of Whakapaeiti where the chief Tūtepourangi was taken captive by Ngāti Kōata. To ensure the safety of his people and himself he offered this area as a peace settlement. The tuku gave customary rights to Ngāti Kōata over the sea, the coast and the lands.

**Coastal areas that were and remain important to Ngāti Kōata include (but are not limited to):**

- Te Moana o Raukawa (Cook Strait)
- Te Papanui-a-Pū ("The Great Rock of Pū, also known as Sentinel Rock). Tradition states that Hinepoupou stopped at the rock during her epic swim from Kapiti Island to Rangitoto, her home.
- Punikerua, where Te Whakatari met and challenged Te Rauparaha
- Te Hoiere
- Awhitu
- The rocks and tides around Cape Stephens have particular historical significance to Ngāti Kōata, which dates back to Kupe. While going through the Stephens Passage a North Westerly gale caused the canoe of Pani to hit rocks and sink. All lives were lost except for Pani who later died in the cave called Te Ana-a-Pani. While Pani was sheltering in the cave he prayed for the resurrection of his daughters, the slave and the canoe. These came up in the form of rocks. From that day to this, up to six hours before a North Westerly storm Pani can be heard from as far as six miles away crying for his loved ones as the water pressure building up in the cave forces pockets of air out. So Māori are provided with a weather warning system established in 900 AD which Kōata mariners still use today. These rocks include:
  - Nga Tamāhine-a-Pani (The daughters of Pani, now known as The Sisters)
  - Te Waka-a-Pani (The canoe of Pani)
  - Te Mōkai-a-Pani (The slave of Pani)

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**2.1: STATEMENT OF COASTAL VALUES**

- Te Ana-a-Pani (The cave of Pani)
- Ngā Tai Whakahokihoki-a-Pani (The receding tides of Pani).
- Takapourewa (Stephens Island)
- Pūangiāngi. A favourite spot for fishing for tuere
- Tīnui, a Ngāti Kōata papakainga
- Whakaterepapanui
- The Jags

**Coastal areas of significance on Rangitoto:**

- Te Marua or "Old Pā". On 11<sup>th</sup> May 1840 several Ngāti Kōata chiefs signed the Treaty of Waitangi here. In 1848 the iwi left this pā site for Ohana
- Ohana
- Port Hardy
- Manuhakapakapa
- Waiua
- Haukawakawa
- Ngamuka. Small settlement on Rangitoto where Tawhi was held prior to the tuku
- Te Kopi
- Hautai
- Patuki
- Moawhitu
- Nukuwaiata
- Otarawao. This was the pa of Te Whetu and approximately 200 people were living there in 1840.

**Coastal areas of significance around Rangitoto (i.e. the "Off Lying Islands"):**

- The Trio's. Ngāti Kōata have tītī birding rights here from an Order in Council signed by GG Sir Bernard Ferguson
- Te Kurukuru Island
- Taunahaika Island. Used as a safe anchorage prior to going out the groper grounds at Rakau Tara.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**2.1: STATEMENT OF COASTAL VALUES**

- Rāhuinui Island. Previously known incorrectly as Rehonui Island
- Araiawa Island
- Tuna Rocks (including Māhi Rock). Ngāti Kōata gathered tuna and eels here during the month of March (Māhi).
- Puna-a-Tawheke. Also known as Puna o te Wheke or Scuffle Island.
- Ngā Māhanga Island (The Twins)
- Waihaere Island. Waihaere was a Rangitāne chief who lived at Bottle Point Pā.
- Cone Island
- Hapuka Island. Named because hapuka used to be plentiful here.
- Penguin Island
- Hautai Island, an urupā
- Frog Island
- Paddock Rocks. Covers a large waterway. Consists of two rocks with large holes in them. One (Hole in the Wall), an archway which vessels of up to 60 feet can pass through. The other has a hole down the centre that goes 20 feet under water. Ngāti Kōata would sit on top of this rock and fish from the hole.
- Taparerere Island. Currently known as Tapuareroutuutu or Chicot Rock.
- Tawhi Island. Named after the young boy taken away from Kapiti Island and brought to the D'Urville Island area.
- Te Horo Island.

**Coastal areas of significance around Anaru (Elmslie Bay or French Pass):**

- Te Aumiti Lighthouse. The only lighthouse in the world where safe passage lies in the red sector.
- Te Tokonui o te Parirau o te Kawau-a-Toru (The large reef formed by the broken wing of Toru's shag). The French Pass reef was created by Te Kawau a Toru – the pet shag of Kupe's daughter Toru. The shag came to New Zealand with Kupe. It is commonly known as the King Shag. The role of the shag was to test the currents for its master Kupe and report back whether it was possible to navigate the waters or not - or what tide was best to approach any given situation. The first time the shag was required by Kupe was to test the waters at Pandora Bank off Ninety Mile Beach. The shag tested the currents, by dipping its wing into the water and getting a reading through its feathers of the speed of the current and whether Kupe could navigate in that general direction. In this case, the shag reported to Kupe that it was fair sailing. Next time that Te Kawau a Toru was required to give a report was at the Raukawa Moana (Cook Strait). The shag went down by the Brothers and through Cook Strait. It tested the current and reported back to its owner that if Kupe timed his journey

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**2.1: STATEMENT OF COASTAL VALUES**

through Cook Strait with an ebb tide having come down the west coast of the North Island, he would have a favourable trip through the Cook Strait into the Wellington region. The third time that the shag was required to test the currents was at French Pass. The shag was advised by local birds to test the current before it got too strong because it is a very dangerous waterway. The shag ignored that advice, because the shag's role was to test the current at its peak, to give its owner a true report on what to expect. As the shag was testing the current at French Pass, it was a strong flood tide. The shag dipped its wing in, and the current was so strong that it snapped the wing. That shag drowned there, creating the reef across D'Urville Island at French Pass channel. Where the vessels go through is marked by two lighthouses. That is, by customary history, where the wing broke.

- Whitikareao. The first named place where Kōata "Takahia te whenua" after uplifting the tuku.

**Coastal areas of significance around the Croiselles:**

- Te Pu o Te Wheke, Whangarae
- Onetea
- Raetihi
- Oananga
- Okiwi
- Kaiaua
- Lake Otarawao
- Otuhaereroa, Moukirikiri.

**Coastal areas of significance around Whakapuaka / Whakatū:**

- Anamokau
- Horoirangi
- Whakapuaka
- Mahipuku (Pippins Island)
- Te Urenui (Fifeshire Rock)
- Matangi Awhio
- Te Punawai
- Moturoa (Rabbit Island)
- Te Tai Tapu.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**2.1: STATEMENT OF COASTAL VALUES**

**Coastal and marine kaitiaki areas that are culturally significant:**

- Kaikaiawaro
- Te Atai-o-Rongo
- Mukakai
- Nga Whai
- Pani i reira te Pāpahu.

The traditional kaitiaki relationship is emphasised through the spiritual relationship between Ngāti Kōata and the natural environment. The mauri is a critical element of the spiritual life force of this area, and is therefore an important relationship for Ngāti Kōata. Ngāti Kōata are kaitiaki of the coastal environment from Kahurangi Point to Te Parinui o Whiti.

(

---

**2.2 STATEMENT OF HISTORICAL ASSOCIATION**

---

**Clause 5.46**



**2.2: STATEMENT OF HISTORICAL ASSOCIATION**

**WEST OF SEPARATION POINT / TE MATAU**

**Ngāti Kōata Values**

This wāhi tapu incorporates the Ngāti Kōata cultural values of take tuku, take tūpuna and take ahi kaa roa and is intrinsic to our cultural identity. It is an area where our tūpuna lived and exercised mana.

Separation Point was part of the gift or tuku to Ngāti Kōata following the battle of Whakapaeiti where the chief Tutepourangi was taken captive by Ngāti Kōata. To ensure the safety of his people and himself he offered most of what is now Tasman and Golden Bay's as a peace settlement. According to Ngāti Kōata tradition, the tuku of land started from Anatoto at the mouth of the Pelorus Sounds and included Kurupongi, Ngā Kiore, Takapourewa and on to Te Hiku o te Matau (Farewell Spit).

After the tuku Ngāti Kōata became the first of the northern allies to take occupation in Te Tau Ihu. Ngāti Kōata first proceeded through the district to takahia te whenua, cementing the boundaries of the tuku and making peace with the individual chiefs. While making peace at Waimea, Ngāti Kōata were advised the waka Te Awatea was at Motueka. Ngāti Kōata received this special waka as part of the tuku and used it to travel around to Anawakaau and Te Matau, and then back into Whakatū. When Ngāti Kōata visited Te Matau, they found no one living there.

Ngāti Kōata considers that Separation Point was erroneously named Te Matau by a (non-Māori) translator in the Native Land Court in 1892. For Ngāti Kōata, Te Matau is the point where Farewell Spit begins to curve out to sea. Ngāti Kōata used the Separation Point region for resources such as kaimoana and flax gathering from the time of the tuku until present day.

Following the invasion by allies of Ngāti Kōata into this region, Ngāti Kōata gifted land west of Moutere Bluffs to an allied iwi and withdrew from this wāhi. This had the effect of lessening our strong cultural associations with Separation Point and Farewell Spit, even though Ngāti Kōata continued to maintain them as mahinga kai.

Ngāti Kōata associations with Separation Point are central to our history, identity, kaitiakitanga and mauri. This wāhi incorporates our cultural values; Ngāti Kōata has mana, whakapapa associations and history at Separation Point. Ngāti Kōata have tikanga and kawa, including tapu and noa at Separation Point.

The traditional kaitiaki relationship is emphasised through the spiritual relationship between Ngāti Kōata and the natural environment. The mauri is a critical element of the spiritual life force of this area, and is therefore an important relationship for Ngāti Kōata. Ngāti Kōata are identified as tangata whenua at Separation Point.

(

---

**3. TE WAKA HOURUA (DEEDS OF RECOGNITION)**

---

(

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**3: TE WAKA HOURUA (DEEDS OF RECOGNITION)**

**THIS DEED** is made by **THE CROWN**, acting by the Minister of Conservation and the Director-General of Conservation, which agrees as follows:

**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 Kōata; and

1.1.2 Te Pātaka a Ngāti Kōata trustees.

**2. STATEMENTS OF ASSOCIATION**

2.1 In the deed of settlement, Ngāti Kōata made statements of the particular cultural, spiritual, historical, and traditional association of Ngāti Kōata with the following areas (the **statutory areas**):

2.1.1 Maungatapu (as shown on deed plan OTS-202-44);

2.1.2 Matapehe (as shown on deed plan OTS-202-45);

2.1.3 Moawhitu (Rangitoto ki te Tonga / D'Urville Island) (as shown on deed plan OTS-202-53);

2.1.4 Askews Hill quarry site in Taipare Conservation Area (as shown on deed plan OTS-202-56);

2.1.5 Cullen Point (as shown on deed plan OTS-202-112);

2.1.6 Penguin Bay (Rangitoto ki te Tonga / D'Urville Island) (as shown on deed plan OTS-202-57);

2.1.7 Otuhaereroa Island (as shown on deed plan OTS-202-129);

2.1.8 Motuanauru Island (as shown on deed plan OTS-202-130);

2.1.9 Maitai River and its tributaries (as shown on deed plan OTS-202-64);

2.1.10 Waimea River, Wairoa River, and Wai-iti River and their tributaries (as shown on deed plan OTS-202-66);

2.1.11 Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-202-70); and

2.1.12 Whangamoā River and its tributaries (as shown on deed plan OTS-202-102).

2.2 Those statements of association are:

2.2.1 in the documents schedule to the deed of settlement; and

2.2.2 copied, for ease of reference, in the schedule to this deed.

2.3 The Crown has acknowledged the statements of association in the **[name]** Act **[year]**, being the settlement legislation that gives effect to the deed of settlement.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**3: TE WAKA HOURUA (DEEDS OF RECOGNITION)**

**3 CONSULTATION**

- 3.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 3.2 in relation to a statutory area, consult and have regard to the views of Te Pātaka a Ngāti Kōata concerning the association of Ngāti Kōata with that statutory area as described in a statement of association.
- 3.2 Clause 3.1 applies to the following activities (the **identified conservation activities**):
- 3.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977; or
  - 3.2.2 preparing a national park management plan under the National Parks Act 1980; or
  - 3.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:
    - (a) to identify and protect wildlife or indigenous plants; or
    - (b) to eradicate pests, weeds, or introduced species; or
    - (c) to assess current and future visitor activities; or
    - (d) to identify the appropriate number and type of concessions; or
  - 3.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river; or
  - 3.2.5 locating or constructing structures, signs, or tracks.
- 3.3 The Minister and the Director-General of Conservation must, when consulting Te Pātaka a Ngāti Kōata trustees under clause 3.1, provide Te Pātaka a Ngāti Kōata trustees with sufficient information to make informed decisions.

**4. LIMITS**

- 4.1 This deed:
- 4.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
  - 4.1.2 does not require the Crown to undertake, increase, or resume any identified conservation activity; and
  - 4.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified conservation activity; and
  - 4.1.4 is subject to the settlement legislation.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**3: TE WAKA HOURUA (DEEDS OF RECOGNITION)**

**5. TERMINATION**

- 5.1 This deed terminates in respect of a statutory area, or part of it, if:
- 5.1.1 Te Pātaka a Ngāti Kōata trustees and the Minister of Conservation and Director-General of Conservation agree in writing; or
  - 5.1.2 the relevant area is disposed of by the Crown; or
  - 5.1.3 responsibility for the identified conservation activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister or Crown official.
- 5.2 If this deed terminates under clause 5.1.3 in relation to an area, the Crown will take reasonable steps to ensure Te Pātaka a Ngāti Kōata trustees continue to have input into the activities referred to in clause 3.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

**6. NOTICES**

- 6.1 Notices to Te Pātaka a Ngāti Kōata trustees and the Crown are to be given under this deed in accordance with part 5 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is:

Area Manager,  
Department of Conservation,  
[**address**].

**7. AMENDMENT**

- 7.1 This deed may be amended only by written agreement signed by Te Pātaka a Ngāti Kōata trustees and the Crown.

**8. NO ASSIGNMENT**

- 8.1 Te Pātaka a Ngāti Kōata trustees may not assign their rights or obligations under this deed.

**9. DEFINITIONS**

- 9.1 In this deed:

**concession** has the meaning given to it in section 2 of the Conservation Act 1987;

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

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

**deed of settlement** means the deed of settlement dated 21 December 2012 between Ngāti Kōata, Te Pātaka a Ngāti Kōata, and the Crown;

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**3: TE WAKA HOURUA (DEEDS OF RECOGNITION)**

**Director-General of Conservation** has the same meaning as Director-General in section 2(1) of the Conservation Act 1987; **identified conservation activities** means the activities specified in clause 3.2;

**Minister** means the Minister of Conservation;

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

**Ngāti Kōata** have the meaning given to them by clause 8.8 of the deed of settlement;

**settlement legislation** means the Act referred to in clause 2.3;

**statement of association** means the statements in part 2 of the documents schedule to the deed of settlement and copied, for ease of reference, in the schedule to this deed;

**statutory area** means an area referred to in clause 2.1, 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).

**10. INTERPRETATION**

10.1 The provisions of this clause 10 apply to this deed's interpretation unless the context requires otherwise.

10.2 Headings do not affect the interpretation.

10.3 Terms defined by:

10.3.1 this deed have those meanings; and

10.3.2 the deed of settlement, or the settlement legislation, but not by this deed, have those meanings where used in this deed.

10.4 All parts of speech and grammatical forms of a defined word or expression have corresponding meanings.

10.5 The singular includes the plural and vice versa.

10.6 One gender includes the other genders.

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

10.8 A reference to:

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

10.8.2 legislation is to that legislation as amended, consolidated, or substituted.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**3: TE WAKA HOURUA (DEEDS OF RECOGNITION)**

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

**SIGNED** as a deed on [*date*]

**SIGNED** by the )  
 )  
Minister of Conservation )  
in the presence of: ) \_\_\_\_\_

---

Signature of Witness

( Witness Name:

Occupation:

Address:

**SIGNED** by the )  
 )  
Director-General of Conservation )  
in the presence of: ) \_\_\_\_\_

---

Signature of Witness

( Witness Name:

Occupation:

Address:

NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

---

3: TE WAKA HOURUA (DEEDS OF RECOGNITION)

**Schedule**

**Statements of Association**

**[Name of area]** (as shown on deed plan [*number*])

**[statement of association]**

**[Name of area ]** (as shown on deed plan [*number*])

**[statement of association]**

(

(



NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

---

3: TE WAKA HOURUA (DEEDS OF RECOGNITION)

**THIS DEED** is made by **THE CROWN** acting by the Commissioner of Crown Lands

**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 Kōata; and

1.1.2 Te Pātaka a Ngāti Kōata trustees.

1.2 In the deed of settlement, Ngāti Kōata made statements of the particular cultural, spiritual, historical, and traditional association of Ngāti Kōata with the following areas (the statutory areas):

1.2.1 Maitai River and its tributaries (as shown on deed plan OTS-202-64);

1.2.2 Waimea River, Wairoa River, and Wai-iti River and their tributaries) (as shown on deed plan OTS-202-66);

1.2.3 Te Hoiere / Pelorus River and their tributaries (as shown on deed plan OTS-202-70); and

1.2.4 Whangamoā River (as shown on deed plan OTS-202-102).

1.3 Those statements of association are:

1.3.1 in the documents schedule to the deed of settlement; and

1.3.2 copied, for ease of reference, in the schedule to this deed.

1.4 The Crown has acknowledged the statements of association in the **[name]** Act **[year]**, being the settlement legislation that gives effect to the deed of settlement.

**2 CONSULTATION**

2.1 The Commissioner of Crown Lands will, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of Te Pātaka a Ngāti Kōata trustees concerning the association of Ngāti Kōata with that statutory area as described in a statement of association.

2.2 Clause 2.1 applies to any of the following activities (**the identified activities**):

2.2.1 considering an application for a right of use or occupation (including renewing such a right);

2.2.2 preparing a plan, strategy, or programme for protection and management;

2.2.3 conducting a survey to identify the number and type of users that may be appropriate; and

2.2.4 preparing a programme to eradicate noxious flora and fauna.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**3: TE WAKA HOURUA (DEEDS OF RECOGNITION)**

- 2.3 The Commissioner of Crown Lands must, when consulting Te Pātaka a Ngāti Kōata trustees under clause 2.1:
- 2.3.1 provide Te Pātaka a Ngāti Kōata trustees with sufficient information to make informed decisions, and
  - 2.3.2 inform Te Pātaka a Ngāti Kōata trustees of an application referred to in clause 2.2.1, but may withhold commercially sensitive information and material including within, or relating to the application.

**3 LIMITS**

- 3.1 This deed:
- 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
  - 3.1.2 if it relates to a river or stream (including a tributary) it applies only to the bed of the river or stream, meaning the land that the waters of the river or stream cover at its fullest flow without flowing over its banks, but to avoid doubt does not apply to:
    - (a) a part of the bed of the river or stream that is not owned and managed by the Crown; or
    - (b) the bed of an artificial water course;
  - 3.1.3 does not require the Crown to undertake, increase, or resume any identified activity; and
  - 3.1.4 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
  - 3.1.5 is subject to the settlement legislation.

**4 TERMINATION**

- 4.1 This deed terminates in respect of a statutory area, or part of it, if:
- 4.1.1 Te Pātaka a Ngāti Kōata trustees and the Commissioner of Crown Lands 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 Commissioner of Crown Lands 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 Te Pātaka a Ngāti Kōata trustees continue to have input into the activities referred to in clause 2.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**3: TE WAKA HOURUA (DEEDS OF RECOGNITION)**

**5 NOTICES**

- 5.1 Notices to Te Pātaka a Ngāti Kōata trustees and the Crown are to be given under this deed in accordance with part 5 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is:

Commissioner of Crown Lands  
[**address**].

**6 AMENDMENT**

- 6.1 This deed may be amended only by written agreement signed by Te Pātaka a Ngāti Kōata trustees and the Commissioner of Crown Lands.

**7 NO ASSIGNMENT**

- 7.1 Te Pātaka a Ngāti Kōata trustees may not assign their rights under this deed.

**8 DEFINITIONS**

- 8.1 In this deed:

**Commissioner of Crown Lands** means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948;

**Crown** means Her Majesty the Queen in right of New Zealand acting by and through the Commissioner of Crown Lands; and

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

**deed of settlement** means the deed of settlement dated 21 December 2012 between Ngāti Kōata, Te Pātaka a Ngāti Kōata trustees, and the Crown;

**identified activities** means the activities specified in clause 2.2;

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

**Ngāti Kōata** have the meaning given to them by clause 8.8 of the deed of settlement;

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

**statement of association** means the statements in part 2 of the documents schedule to the deed of settlement and copied, for ease of reference, in the schedule to this deed;

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

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

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**3: TE WAKA HOURUA (DEEDS OF RECOGNITION)**

**9 INTERPRETATION**

- 9.1 The provisions of this clause 9 apply to this deed's interpretation unless the context requires otherwise.
- 9.2 Headings do not affect the interpretation.
- 9.3 Terms defined by:
- 9.3.1 this deed have those meanings; and
  - 9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, have those meanings where used in this deed.
- 9.4 All parts of speech and grammatical forms of a defined word or expression 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 is to that legislation as amended, consolidated, or substituted.
- 9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

**SIGNED** as a deed on [*date*]

**SIGNED** for and on behalf of **HER MAJESTY** )  
**THE QUEEN** )  
by the )  
Commissioner of Crown Lands )  
in the presence of: ) \_\_\_\_\_

---

Signature of Witness

Witness Name:

Occupation:

Address:

---

4. NGĀ MAUNGA KŌRĒRŌ (PROTOCOLS)

---

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.1 CONSERVATION PROTOCOL**

---

**Clause 5.48.1**

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.1: CONSERVATION PROTOCOL**

<p><b>A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF CONSERVATION REGARDING INTERACTION WITH NGĀTI KŌATA ON SPECIFIED ISSUES</b></p>
------------------------------------------------------------------------------------------------------------------------------------------------------

1. Under the Deed of Settlement dated 21 December 2012 between Ngāti Kōata and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister of Conservation (the "Minister") would issue a Protocol (the "Protocol") setting out how the Department of Conservation (the "Department") will interact with Te Pātaka a Ngāti Kōata trustees on matters specified in the Protocol. These matters are:
  - (a) implementation and communication;
  - (b) business planning;
  - (c) management planning;
  - (d) cultural materials;
  - (e) taonga minerals and landforms;
  - (f) historic resources - wāhi tapu;
  - (g) species management;
  - (h) marine mammals;
  - (i) freshwater fisheries;
  - (j) marine reserves;
  - (k) pest control;
  - (l) Resource Management Act 1991;
  - (m) visitor and public information;
  - (n) concession applications;
  - (o) place names;
  - (p) statutory land management;
  - (q) consultation;
  - (r) contracting for services; and
  - (s) protocol review.
  
2. Both the Department and Te Pātaka a Ngāti Kōata trustees are committed to establishing and maintaining a positive and collaborative relationship that gives effect to the principles of the Treaty of Waitangi as provided for in Section 4 of the Conservation Act 1987. Those principles provide the basis for an ongoing relationship between the parties to the Protocol to achieve and maintain over time the conservation policies, actions and outcomes sought by both Te Pātaka a Ngāti Kōata trustees and the Department, as set out in this Protocol.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.1: CONSERVATION PROTOCOL**

3. The purpose of the Conservation Act 1987 is to enable the Department “to manage for conservation purposes, all land, and all other natural and historic resources” under that Act and to administer the statutes in the First Schedule to the Act (together, the “Conservation Legislation”). The Minister and Director-General, or their delegates, are required to exercise particular functions, powers and duties under that legislation.
4. Ngāti Kōata acknowledge their tuku iho responsibility as kaitiaki under tikanga Māori to preserve, protect, and manage all land and other natural and historic resources within their rohe.

**PURPOSE OF THE PROTOCOL**

5. The purpose of this Protocol is to assist the Department and Te Pātaka a Ngāti Kōata trustees to exercise their respective responsibilities with the utmost cooperation to achieve and maintain over time the conservation policies, actions and outcomes sought by both.
6. This Protocol sets out a framework that enables the Department and Ngāti Kōata to establish a constructive and lasting working relationship that gives effect to Section 4 of the Conservation Act. It provides for Ngāti Kōata to have meaningful input into policy, planning and decision-making processes in the Department’s management of conservation lands and the fulfilment of statutory responsibilities within the Ngāti Kōata Protocol Area.
7. Ngāti Kōata and the Department consider that this Protocol should contribute to achieving the following aspirations of Ngāti Kōata:
  - (a) better acknowledgment and recognition by the Department of the customary, traditional, spiritual and historical associations and interests of Ngāti Kōata within their protocol area;
  - (b) the development by Ngāti Kōata of capacity and capability to exercise an effective kaitiaki role over and participation in management of lands and resources of customary, traditional, spiritual and historical significance to Ngāti Kōata.

**PROTOCOL AREA**

8. The Protocol applies across the Ngāti Kōata Protocol Area which means the area identified in the map included in Attachment A of this Protocol.

**SUMMARY OF THE TERMS OF ISSUE**

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



**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.1: CONSERVATION PROTOCOL**

**IMPLEMENTATION AND COMMUNICATION**

10. The Department will seek to establish and maintain effective and efficient communication with Ngāti Kōata on a continuing basis by:
  - (a) maintaining information on the office holders of Te Pātaka a Ngāti Kōata, and their addresses and contact details;
  - (b) providing a primary departmental contact for each Area Office for Te Pātaka a Ngāti Kōata trustees who will act as a liaison person with other departmental staff;
  - (c) providing opportunities for Te Pātaka a Ngāti Kōata trustees to meet with departmental managers and staff;
  - (d) training relevant staff and briefing Conservation Board members on the content of the Protocol; and
  - (e) holding alternate meetings hosted by the Department and Ngāti Kōata at a Ngāti Kōata marae or other venue chosen by Te Pātaka a Ngāti Kōata trustees to discuss issues that may have arisen every six months, unless otherwise agreed.
11. At the first meeting under clause 9 (e) (which will occur within 12 months of the Settlement Date) the Department and Ngāti Kōata will discuss implementation of the protocol.
12. The parties may also, led by Te Pātaka a Ngāti Kōata trustees, arrange for an annual report back to the Ngāti Kōata iwi, hapu and whanau in relation to any matter associated with the implementation of this Protocol.
13. For the purposes of advancing this Protocol the Department will, where reasonably necessary, inform conservation stakeholders about this Protocol and the Ngāti Kōata settlement, and provide ongoing information as may be reasonably required.
14. The Department will advise Te Pātaka a Ngāti Kōata trustees of any departmental policy directions and the receipt of any research reports relating to matters of interest to Ngāti Kōata within the Protocol Area, and provide copies or the opportunity for Te Pātaka a Ngāti Kōata trustees to study those reports (subject to clause 81).

**BUSINESS PLANNING**

15. The Department's annual business planning process determines the Department's conservation work priorities and the Department will as part of the annual business planning meeting in clause 17(a) with Ngāti Kōata present a synopsis of the Department's proposed work programme and its implementation as it relates to the Protocol Area for Ngāti Kōata information and subsequent feedback.
16. Ngāti Kōata seeks to pursue projects in the future that will enhance the rohe of Ngāti Kōata and preserve the whenua and indigenous species for future generations.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.1: CONSERVATION PROTOCOL**

17. The process for Ngāti Kōata to identify and/or develop specific projects for consideration by the Department is as follows:
- (a) the Department and Ngāti Kōata will on an annual basis identify priorities for undertaking specific projects requested by Ngāti Kōata. The identified priorities for the upcoming business year will be taken forward by the Department into its business planning process and considered along with other priorities.
  - (b) the decision on whether any specific projects will be funded in any business year will be made by the Conservator, after following the co-operative processes set out above.
  - (c) if the Department decides to proceed with a specific project request by Ngāti Kōata, both parties may meet again to finalise a work plan and a timetable before implementation of the specific project in that business year, in accordance with the resources which have been allocated in the business plan.
  - (d) if the Department decides not to proceed with a specific project it will communicate to Ngāti Kōata the factors that were taken into account in reaching that decision.
18. For the purposes of advancing this Protocol the Department will consider inviting Ngāti Kōata to participate in specific projects, including the Department's volunteer and conservation events which may be of interest to Ngāti Kōata.

**MANAGEMENT PLANNING**

19. The Department will provide opportunities for Te Pātaka a Ngāti Kōata trustees to input into the Conservation Management Strategy reviews or Management Plans, if any, within the Protocol Area.
20. The Department will advise Ngāti Kōata in the event that any vacancies occur on boards or committees within the Protocol Area where the Minister or Director-General is responsible for making appointments and where public nominations are sought; but this shall not preclude Ngāti Kōata persons being appointed to fill those vacancies.

**CULTURAL MATERIALS**

21. For the purpose of this Protocol, cultural materials are plants, plant materials, and materials derived from animals, marine mammals or birds for which the Department is responsible within the Protocol Area and which are important to Ngāti Kōata in maintaining and expressing its cultural values and practices, including and especially access to rongoa.
22. Current legislation means that generally some form of concession or permit is required for any gathering and possession of cultural materials.
23. In relation to cultural materials, the Minister and/or Director-General will:
- (a) work in partnership with Te Pātaka a Ngāti Kōata trustees to develop and agree a process to authorise members of Ngāti Kōata to access and use cultural materials within the Protocol Area when required for cultural purposes, in accordance with the relevant legislation. Where it is consistent with conservation

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.1: CONSERVATION PROTOCOL**

objectives and relevant legislation, multi-site and/or multi-take authorisations may be granted;

- (b) consult with Ngāti Kōata in circumstances where there are competing requests between Ngāti Kōata and Ngāti Kōata persons or entities other than those of Ngāti Kōata for the use of cultural materials, for example for scientific research purposes;
  - (c) agree, where appropriate and taking into consideration the interest of other iwi or other representatives of tangata whenua, for Ngāti Kōata to have access to cultural materials which become available as a result of departmental operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death or otherwise through natural causes;
  - (d) identify areas administered by the Department which may be suitable as sites where re-vegetation planting of indigenous plants suitable for cultural use and establishment of pa harakeke may be appropriate; and
  - (e) assist and provide advice to Ngāti Kōata, as far as reasonably practicable, for the management of plant stock for propagation to reduce the need for plants to be gathered from land administered by the Department and to provide advice to Ngāti Kōata in the establishment of its own cultivation areas.
24. Where long lived indigenous trees may become available for cultural use under clause 23(c), the Department will as soon as practicable notify Ngāti Kōata and discuss:
- (a) possible cultural uses for any useable timber;
  - (b) the practicality and cost of recovering any timber;
  - (c) who will bear the cost of recovering the timber; and
  - (d) the possibility of planting replacement endemic tree species.
25. The Department and Ngāti Kōata shall discuss the development of procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation and appropriate tikanga.

**TAONGA MINERALS AND LANDFORMS**

26. Ngāti Kōata asserts it has an interest in upholding and protecting the mana and mauri of pounamu, argillite, rodingite, bowenite, serpentine, kokowai (“taonga minerals”) and limestone karst and cave landforms within its rohe.
27. In recognition of Ngāti Kōata association with its taonga minerals within its rohe the Department will inform Ngāti Kōata of any plans or policy statements on which the Department will be actively working that directly affects those minerals and limestone karst and cave landforms.

**HISTORIC RESOURCES - WĀHI TAPU**

28. Ngāti Kōata consider that their wāhi tapu and other places of cultural heritage significance are taonga (priceless treasures), and the Department will respect the great

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.1: CONSERVATION PROTOCOL**

significance of these taonga by fulfilling the obligations contained in this clause of the Protocol.

29. The Department has a statutory role to conserve historic resources in protected areas and will, within the resources available, endeavour to do this for sites of significance to Ngāti Kōata in association with Te Pātaka a Ngāti Kōata trustees and according to Ngāti Kōata tikanga.
30. The Department accepts that non-disclosure of locations of places known to Ngāti Kōata may be an option that Te Pātaka a Ngāti Kōata trustees choose to take to preserve the wāhi tapu nature of places. There may be situations where Te Pātaka a Ngāti Kōata trustees will ask the Department to treat information it provides on wāhi tapu sites in a confidential way.
31. The Department and Te Pātaka a Ngāti Kōata trustees will work together to establish processes for dealing with information on wāhi tapu sites in a way that recognises both the management challenges that confidentiality can present and provides for the requirements of Ngāti Kōata.
32. The Department will work with Te Pātaka a Ngāti Kōata trustees at the Area Office level to respect Ngāti Kōata values attached to identified wāhi tapu and other places of significance on lands administered by the Department by:
  - (a) discussing with Te Pātaka a Ngāti Kōata, by the end of the second year of this Protocol being issued and on a continuing basis, practical ways in which Ngāti Kōata can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the Protocol Area;
  - (b) managing sites of historic significance to Ngāti Kōata according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993, and in co-operation with Ngāti Kōata;
  - (c) informing Te Pātaka a Ngāti Kōata trustees if koiwi are found within the Protocol Area; and
  - (d) assisting in recording and protecting wāhi tapu and other places of cultural significance to Ngāti Kōata where appropriate, to seek to ensure that they are not desecrated or damaged.

**SPECIES MANAGEMENT**

33. One of the Department's primary objectives is to ensure the survival of indigenous species and their genetic diversity. An important part of this work is to prioritise recovery actions in relation to the degree of threat to a species. The Department prioritises recovery actions at both a national and local level.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.1: CONSERVATION PROTOCOL**

34. In recognition of the cultural, spiritual, historical and/or traditional association of Te Pātaka a Ngāti Kōata trustees with species found within the Protocol Area for which the Department has responsibility, the Department shall in relation to any species that Ngāti Kōata may from time to time identify as important to them:
- (a) where a national recovery programme is being implemented (including translocations) within the Protocol Area, where reasonably practicable, inform and provide opportunities for Ngāti Kōata to participate in that programme;
  - (b) advise Ngāti Kōata in advance of any Conservation Management Strategy amendments or reviews or the preparation of any statutory or non-statutory plans, policies or documents that relate to the management of those species within the Protocol Area;
  - (c) where research and monitoring projects are being carried out by the Department within the Protocol Area, where reasonably practicable provide Ngāti Kōata with opportunities to participate in those projects;
  - (d) advise Ngāti Kōata of the receipt of any completed research reports relating to any species within the Protocol Area and provide copies of such report to Ngāti Kōata;
  - (e) consult with Ngāti Kōata on applications for permits under the Wildlife Act 1953, which involve the removal or translocation of species; and
  - (f) the Department will, where reasonably practicable, provide Ngāti Kōata with opportunities to participate in the physical removal or translocation of tuatara from or into the Protocol Area and that participation may include the involvement of kaumatua.

**Marine Mammals - Strandings**

35. Ngāti Kōata has a tikanga responsibility in relation to the preservation, protection and disposal of marine mammals within the Protocol Area to ensure cultural protocols are observed in the interaction with and handling of these mammals.
36. The Department's approach to strandings must be consistent with the Marine Mammals Protection Act 1978 and the Marine Mammals Regulations 1992, and is guided by the Marine Mammal Action Plan and, at a Conservancy level, Marine Mammal Stranding Contingency Plans. This includes the possibility of permits being issued to representatives of Ngāti Kōata under the Marine Mammals Protection Act 1978 for the removal or possession of dead stranded mammals or material from those mammals.
37. The Protocol will assist Ngāti Kōata and the Department to co-operate in managing strandings in the core area of interest.
38. The Protocol also aims at assisting the conservation of cetacean species by contribution to the collection of specimens and scientific data of national and international importance while meeting the cultural interests of Ngāti Kōata, such as the recovery by Ngāti Kōata of bone (including teeth and/or baleen) and other material for cultural purposes from dead marine mammals.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.1: CONSERVATION PROTOCOL**

39. There may be circumstances during a stranding in which euthanasia is required, for example if the animal is obviously distressed or refloating has been unsuccessful and live animals have irretrievably stranded.
40. Before euthanasia is carried out, Ngāti Kōata representatives may wish to perform certain rituals. For this reason, it is important that all reasonable efforts are made to inform Ngāti Kōata well in advance of any decision to euthanise. However, in the interests of humane treatment of the marine mammals, if Ngāti Kōata representatives are not present at the time, a decision to euthanise, is the sole responsibility of an officer or person authorised by the Minister of Conservation.
41. Upon the death of a stranded marine mammal, Ngāti Kōata, with the advice of an officer or person authorised by the Minister of Conservation will assess the following:
  - (a) cultural requirements, such as parts to be retained;
  - (b) scientific requirements such as, identification, sampling or autopsy in accordance with clauses 44 and 45, and Schedule 1; and
  - (c) the degree and nature of work required to recover the above, and who will undertake it.
42. Both Ngāti Kōata and the Department accept responsibility for working together to ensure that the entire stranding management process, including the safe and proper disposal of cadaver and clean-up of the beach after the stranding meets all public health and safety standards and quality conservation management guidelines. However, legislative responsibility rests with authorised officers or persons.
43. Both the Department and Ngāti Kōata acknowledge the scientific importance of information gathered at strandings and the role of the Department in assisting the conservation of marine mammal species by contributing to the collection of specimens and scientific data of national and international importance. Decisions concerning the exact nature of the scientific samples required and the subsequent disposal of any dead animals, including their availability to Ngāti Kōata, will depend on the species.
44. Category 1 Species (see Schedule 1) are known to strand most frequently on New Zealand shores. In principle, these species should be available to Ngāti Kōata for the recovery of teeth, bone and baleen once scientific data and samples have been collected (usually on site). If there are reasons why this principle should not be followed, they must be discussed between the parties to the Protocol.
45. Category 2 Species (see Schedule 1) are either not commonly encountered in New Zealand waters, or may frequently strand here but are rare elsewhere in the world. For these reasons their scientific value has a higher priority. In most instances, possession by Ngāti Kōata of materials from category 2 species will follow an autopsy, which may occur on site. Depending on the species involved the autopsy team may request the removal of all or part of the animal for the purpose of an autopsy or for the retention of the skull or animal. The Department must discuss such requests with and seek the support of Ngāti Kōata first.
46. The Department will endeavour to ensure that any decision on an application for marine mammal material (such as the retention by the autopsy team or Te Papa / Museum of New Zealand of parts or whole animals) from the Protocol Area will be made with the support of Ngāti Kōata.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.1: CONSERVATION PROTOCOL**

47. The Minister, in approving the provision of any marine mammal from the Protocol Area to Te Papa / Museum of New Zealand or the New Zealand Wildlife Health Centre (Massey University), makes the provision on the condition that if those agencies no longer require that marine mammal (at some future date) the skeletal remains will be returned to Ngāti Kōata.
48. If Ngāti Kōata does not wish to recover the bone or otherwise participate Te Pātaka a Ngāti Kōata trustees will notify the Department whereupon the Department will take sole responsibility for disposing of the cadaver.
49. Subject to the prior agreement of the Conservator, where disposal of a dead marine mammal is carried out by Ngāti Kōata, the Department will meet the reasonable costs incurred up to the estimated costs that would otherwise have been incurred by the Department to carry out the disposal.
50. Ngāti Kōata will provide the Department with contact information for authorised key contact people who will be available at short notice to make decisions on the desire of Ngāti Kōata to be involved when there is a marine mammal stranding.
51. The Department will:
  - (a) make all reasonable efforts to promptly notify the key contact people of all stranding events;
  - (b) discuss, as part of the disposal process, burial sites and, where practical, agree sites in advance which are to be used for disposing of carcasses in order to meet all the health and safety requirements and to avoid the possible violation of Ngāti Kōata tikanga; and
  - (c) consult with Ngāti Kōata if developing or contributing to research and monitoring of marine mammal populations within the Protocol Area.
52. Ngāti Kōata will promptly notify the Department's Area Office contact person of any stranding event.
53. In areas of overlapping interest, Ngāti Kōata will work with the relevant iwi and the Department to agree on a process to be followed when managing marine mammal strandings.

**FRESHWATER FISHERIES**

54. Freshwater fisheries are managed under two sets of legislation: the Fisheries Act 1983 and 1996 (administered by the Ministry of Fisheries) and the Conservation Act 1987 (administered by the Department of Conservation). The Department's functions include the preservation of freshwater fisheries and habitats. The whitebait fishery is administered by the Department under the Whitebait Fishing Regulations 1994, made under the Conservation Act.
55. The Department and Te Pātaka a Ngāti Kōata trustees will work together to ensure that the relevant staff of the Department are aware of the tikanga relating to freshwater fisheries.
56. The Department shall consult with Ngāti Kōata, and provide for its participation where reasonably practicable in the conservation and management (including research) of

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.1: CONSERVATION PROTOCOL**

customary freshwater fisheries (in particular fresh water mussels and eels) and freshwater fish habitats.

57. The Department shall work at Area Office level (or where appropriate, at Conservancy level) to provide for the active participation of Ngāti Kōata in the conservation, management and research of customary freshwater fisheries and freshwater fish habitats by:
- (a) seeking to identify areas for co-operation in advocacy, such as proposals for taiapure and mataitai under Fisheries legislation, and areas consistent with clause 55(a) of this Protocol focusing on fish passage, minimum flows, protection and enhancement of riparian vegetation and habitats, water quality improvement and in the restoration, rehabilitation or enhancement of customary freshwater fisheries and their freshwater habitats;
  - (b) consulting with Ngāti Kōata in developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements;
  - (c) providing Ngāti Kōata with the opportunities to review and assess water and water body plans, programmes and outcomes;
  - (d) considering Ngāti Kōata as a possible science provider or collaborator for research projects funded or promoted by the Department in the same manner as other potential providers or collaborators; and
  - (e) processing applications for the transfer and release of freshwater fish species, including eels, according to the criteria outlined in section 26ZM of the Conservation Act 1987.

**MARINE RESERVES**

58. Marine Reserves are managed under the Marine Reserves Act 1971. The purpose of the Marine Reserves Act is to preserve for scientific study areas of New Zealand's territorial sea that contain underwater scenery, natural features or marine life of such distinctive quality, or which are so typical or beautiful or unique that their continued preservation is in the national interest.
59. Within the Protocol Area, the Department will work at both the Conservancy and Area Office level to:
- (a) notify Ngāti Kōata prior to undertaking any investigative work towards an application by the Department, or upon receipt of any application by a third party, for the establishment of a marine reserve;
  - (b) provide Ngāti Kōata with any assistance it may request from the Department in the preparation of an application for the establishment of a marine reserve;
  - (c) provide Ngāti Kōata with all information, to the extent reasonably practicable, regarding any application by either the Department or a third party for the establishment of a marine reserve;



**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.1: CONSERVATION PROTOCOL**

- (d) seek input from Ngāti Kōata on any application for a marine reserve within the Protocol Area and use reasonable efforts to address any concerns expressed by Ngāti Kōata;
- (e) involve Ngāti Kōata in any marine protection planning forums affecting the Protocol Area; and
- (f) involve Ngāti Kōata in the management of any marine reserve created.

**PEST CONTROL**

- 60. A key objective and function of the Department is to prevent, manage and control threats to natural, historic and cultural heritage values from animal and weed pests.
- 61. This is to be done in a way that maximises the value from limited resources available to do this work. The Department will:
  - (a) seek and facilitate early consultation with Te Pātaka a Ngāti Kōata trustees on pest control activities within the Protocol Area, particularly in relation to the use of poisons;
  - (b) provide Te Pātaka a Ngāti Kōata trustees with reasonable opportunities to review and assess programmes and outcomes; and
  - (c) where appropriate, consider co-ordinating its pest control programmes with those of Te Pātaka a Ngāti Kōata trustees when Te Pātaka a Ngāti Kōata trustees is an adjoining landowner.

**RESOURCE MANAGEMENT ACT 1991**

- 62. Ngāti Kōata and the Department both have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.
- 63. From time to time, Te Pātaka a Ngāti Kōata trustees and the Department will seek to identify issues of likely mutual interest for discussion. It is recognised that the Department and Te Pātaka a Ngāti Kōata trustees will continue to participate separately in Resource Management processes, including making separate submissions in any Resource Management Act processes.
- 64. In carrying out advocacy under the Resource Management Act 1991, the Department will:
  - (a) discuss with Te Pātaka a Ngāti Kōata trustees the general approach that may be taken by Ngāti Kōata and the Department in respect of advocacy under the Resource Management Act, and seek to identify their respective priorities and issues of mutual concern;
  - (b) have regard to the priorities and issues of mutual concern identified when the Department makes decisions in respect of advocacy under the Resource Management Act; and
  - (c) make non-confidential resource information available to Te Pātaka a Ngāti Kōata trustees to assist in improving their effectiveness in resource management advocacy work.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.1: CONSERVATION PROTOCOL**

**VISITOR AND PUBLIC INFORMATION**

65. The Department has a role to share knowledge about natural and historic heritage with visitors, to satisfy their requirements for information, increase their enjoyment and understanding of this heritage, and develop an awareness of the need for its conservation.
66. In providing public information, interpretation services and facilities for visitors on the land it manages, the Department acknowledges the importance to Ngāti Kōata of their cultural, traditional and historic values, and the association of Ngāti Kōata with the land the Department administers within the Protocol Area.
67. The Department will work with Te Pātaka a Ngāti Kōata trustees at the Area Office level to encourage respect for Ngāti Kōata cultural heritage values by:
- (a) seeking to raise public awareness of any positive conservation partnerships between Te Pātaka a Ngāti Kōata, the Department and other stakeholders, for example, by way of publications, presentations, and seminars;
  - (b) seeking to reflect Ngāti Kōata values and associations when developing visitor and public information;
  - (c) ensuring that information contained in the Department's publications is accurate and appropriate by:
    - (i) obtaining the consent of Te Pātaka a Ngāti Kōata trustees for disclosure of information from it, and
    - (ii) consulting with Te Pātaka a Ngāti Kōata trustees prior to the use of information about Ngāti Kōata values for new interpretation panels, signs and visitor publications.

**CONCESSION APPLICATIONS**

68. For the purposes of this Protocol, Ngāti Kōata has identified the concessions and access arrangements for exploration or mining of taonga minerals on land administered by the Department (to the extent that the Department or Minister has authority to enter into such arrangements) as a category of concession to which paragraph 70 will apply.
69. By the end of the second year of this Protocol being issued and, on a continuing basis, the Department will work with Te Pātaka a Ngāti Kōata trustees to identify other categories of concessions that may impact on the cultural, spiritual or historic values of Ngāti Kōata.
70. In relation to the concession applications within the categories identified by the Department Te Pātaka a Ngāti Kōata trustees under clause 68 and 69, the Minister will:
- (a) encourage applicants to consult with Ngāti Kōata in the first instance;

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.1: CONSERVATION PROTOCOL**

- (b) consult with Te Pātaka a Ngāti Kōata trustees with regard to any applications or renewals of applications within the Protocol Area, and seek the input of Te Pātaka a Ngāti Kōata trustees by:
  - (i) providing for Te Pātaka a Ngāti Kōata trustees to indicate within 2 working days whether an applications for a One Off Concession has any impacts on Ngāti Kōata cultural, spiritual and historic values; and
  - (ii) providing for Te Pātaka a Ngāti Kōata trustees to indicate within ten working days whether applications have any impacts on Ngāti Kōata cultural, spiritual and historic values; and
  - (iii) if Te Pātaka a Ngāti Kōata trustees indicates that an application has any such impacts, allowing a reasonable specified timeframe (of at least a further ten working days) for comment;
- (c) when a concession is publicly notified, the Department will at the same time provide separate written notification to Te Pātaka a Ngāti Kōata;
- (d) prior to issuing concessions to carry out activities on land managed by the Department within the Protocol Area, and following consultation with Te Pātaka a Ngāti Kōata, the Minister will advise the concessionaire of Ngāti Kōata tikanga and values and encourage communication between the concessionaire and Te Pātaka a Ngāti Kōata trustees if appropriate; and
- (e) when issuing and renewing concessions that give authority for other parties to manage land administered by the Department, ensure that those parties:
  - (i) be required to manage the land according to the standards of conservation practice mentioned in clause 32(b); and
  - (ii) be encouraged to consult with Te Pātaka a Ngāti Kōata trustees before using cultural information of Ngāti Kōata.

**PLACE NAMES**

71. When Crown Protected Areas in the Protocol Area are to be named, or renamed, the Department will seek a recommendation or comment from Te Pātaka a Ngāti Kōata trustees, and where relevant other tangata whenua, on an appropriate name.

**STATUTORY LAND MANAGEMENT**

72. From time to time, the Minister may consider vesting a reserve in an appropriate entity; or appoint an appropriate entity to control and manage a reserve. Such vestings or appointments are subject to the test under the Reserves Act 1977 which is 'for the better carrying out of the purposes of the reserve'. When such an appointment or vesting is contemplated for sites in the Protocol Area, the Department will consult with Ngāti Kōata at an early stage on the following issues:
- (a) the views of Te Pātaka a Ngāti Kōata trustees on the proposed vesting or appointment; and

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.1: CONSERVATION PROTOCOL**

- (b) where Ngāti Kōata owns land in the vicinity, or there are sites of significance to Ngāti Kōata on the reserve, whether Te Pātaka a Ngāti Kōata trustees wishes to be given such an appointment or vesting subject to agreed conditions.
73. The Department will consult, at an early stage, with Ngāti Kōata when considering the classification, or change in classification, of a reserve within the Protocol Area.
74. If the Department is considering entering into a management agreement, other than a vesting or control and management appointment, with any entity in respect of any land that is the subject of a Statutory Acknowledgment or Deed of Recognition within the Protocol Area, it will consult at an early stage with Ngāti Kōata about the proposed management arrangement and whether the arrangement should be subject to any conditions.

**CONSULTATION**

75. Where the Department is required to consult under this Protocol, the basic principles that will be followed by the Department in consulting with Te Pātaka a Ngāti Kōata trustees in each case are:
- (a) ensuring that Te Pātaka a Ngāti Kōata trustees are consulted as soon as reasonably practicable following the identification and determination by the Department of the proposal or issues to be the subject of the consultation;
  - (b) providing Te Pātaka a Ngāti Kōata trustees with sufficient information to make informed discussions and submissions in relation to any of the matters that are subject of the consultation;
  - (c) ensuring that sufficient time is given for the effective participation of Te Pātaka a Ngāti Kōata trustees, including the preparation of submissions by Te Pātaka a Ngāti Kōata trustees, in relation to any of the matters that are the subject of the consultation;
  - (d) ensuring that the Department will approach the consultation with an open mind and genuinely consider any views and/or concerns that Te Pātaka a Ngāti Kōata trustees may have in relation to any of the matters that are subject to the consultation.
76. Where the Department has consulted with Te Pātaka a Ngāti Kōata trustees as specified in clause 75, the Department will report back to Te Pātaka a Ngāti Kōata trustees on the decision made as a result of any such consultation.

**CONTRACTING FOR SERVICES**

77. Where appropriate, the Department will consider using Te Pātaka a Ngāti Kōata trustees as a provider of professional services.

**PROTOCOL REVIEW**

78. This Protocol is a living document which should be reviewed and adapted to take account of future developments within the scope of this Protocol.
79. The Department and Ngāti Kōata will meet to review the implementation of this Protocol at least once a year, if requested by either party.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.1: CONSERVATION PROTOCOL**

**DEFINITIONS**

In this Protocol:

**Area Office** means the area offices within the Nelson/Marlborough Conservancy within which the Protocol Area falls and those offices are currently Golden Bay, Motueka, Sounds, Nelson Lakes and South Marlborough;

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

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

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

**Crown Protected Area** has the same meaning as in section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008;

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

**Te Pātaka a Ngāti Kōata** means the trust known by that name and established by a trust deed dated 30 November 2012 and/or, where appropriate, Te Pātaka a Ngāti Kōata trustees;;

**Te Pātaka a Ngāti Kōata trustees** means the trustees from time to time of Te Pātaka a Ngāti Kōata acting in their capacity as trustees of that trust;

**Ngāti Kōata** has the meaning set out in clause 8.9.1 of the Deed of Settlement;

**Kaitiaki** means environmental guardians;

**One Off Concession** means a concession granted under Part 3B of the Conservation Act 1987 for an activity that:

- (a) does not require a lease or licence; and
- (b) is assessed as having very low effects; and
- (c) complies with all relevant legislation, the relevant Conservation Management Strategy and Conservation Management Plans; and
- (d) where relevant, has clearly defined numbers of trips and/or landings; and
- (e) does not involve permanent structures; and
- (f) does not have a duration of more than three months; and
- (g) does not take place more than twice in any given six month period;

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.1: CONSERVATION PROTOCOL**

**Protocol** means a statement in writing, issued by the Crown through the Minister of Conservation to Te Pātaka a Ngāti Kōata under the Settlement Legislation and the Deed of Settlement and includes this Protocol;

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

**PROVISION OF INFORMATION**

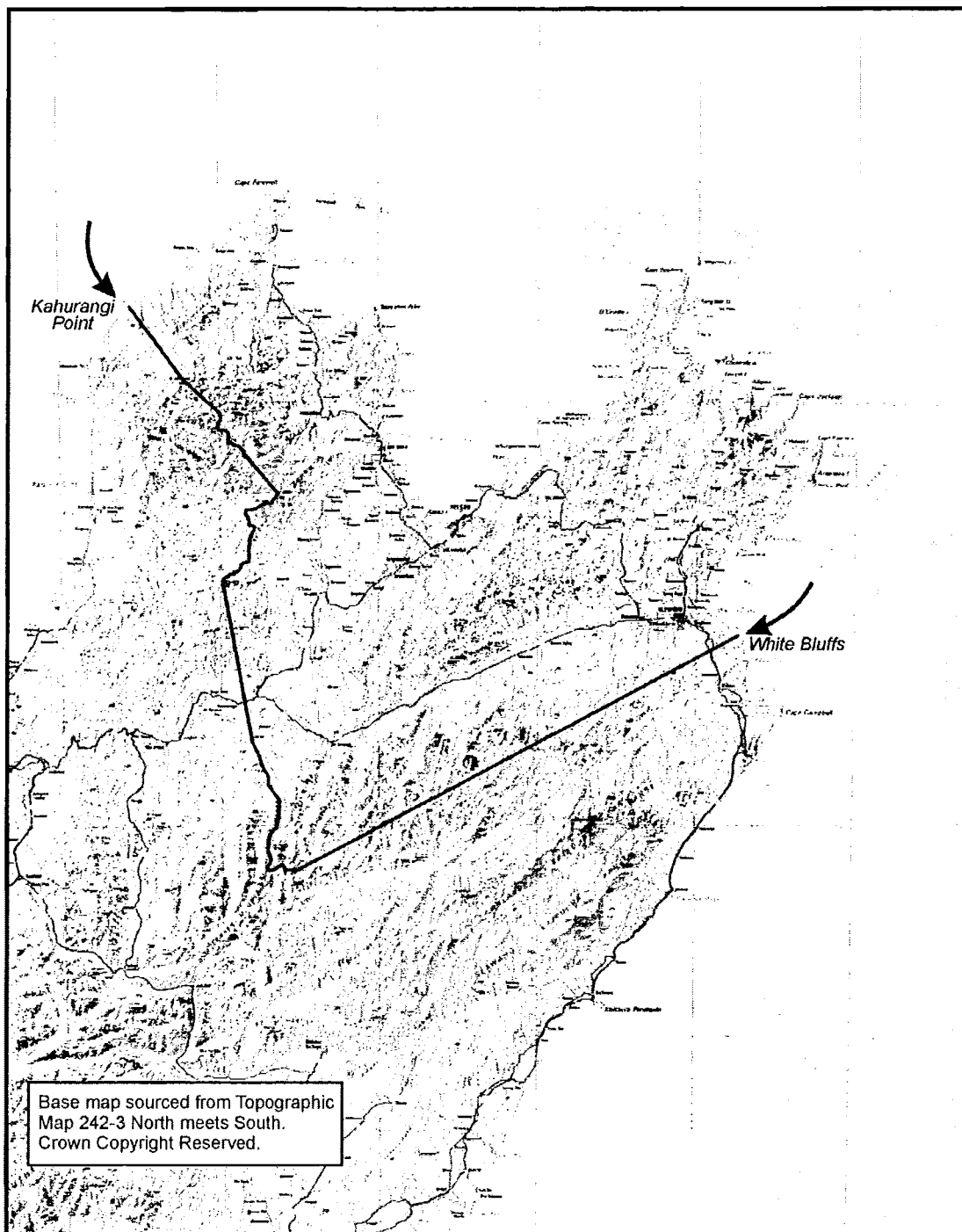
80. Where the Department is to provide information to Te Pātaka a Ngāti Kōata under this Protocol, this information will be provided subject to the Official Information Act 1981



NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

4.1: CONSERVATION PROTOCOL

NGĀTI KŌATA CONSERVATION PROTOCOL AREA





4.1: CONSERVATION PROTOCOL

**SCHEDULE 1**

**Marine Mammals - Categories of species for purpose of scientific samples and autopsy**

**Category 1 species are:**

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

**Category 2 species are:**

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

NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

4.1: CONSERVATION PROTOCOL

<b>SUMMARY OF THE TERMS OF ISSUE</b>
--------------------------------------

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 Te Pātaka a Ngāti Kōata trustees and having particular regard to their views (*section [number]*).

**2. Noting**

- 2.1 A summary of the terms of this protocol must be noted in the conservation documents affecting the protocol area, but the noting:

2.1.1 is for the purpose of public notice; and

2.1.2 does not amend the conservation documents for the purposes of the Conservation Act 1987 or the National Parks Act 1980 (*section [number]*).

**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 tangata whenua (*section [number]*); or

2.1.2 restrict the responsibilities of the Minister or the department or the legal rights of the Ngāti Kōata (*section [number]*); or

2.1.3 grant, create, or evidence an estate or interest in, or rights relating to:

- (a) land held, managed, or administered under the conservation legislation; or
- (b) flora or fauna managed or administered under the conservation legislation (*section [number]*).

**3. Breach**

- 3.1 Subject to the Crown Proceedings Act 1950, Te Pātaka a Ngāti Kōata trustees may enforce this protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (*section [number]*).

- 3.2 A breach of this protocol is not a breach of the deed of settlement (*clause 5.51*).

---

**4.2 FISHERIES PROTOCOL**

---

**Clause 5.48.2**

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF FISHERIES  
AND AQUACULTURE REGARDING INTERACTION WITH  
NGĀTI KŌATA ON FISHERIES ISSUES**

**1. INTRODUCTION**

- 1.1 The Crown, through the Minister for Primary Industries (the “**Minister**”) and Director-General of the Ministry for Primary Industries (the “**Director-General**”), recognises that Ngāti Kōata as tangata whenua are entitled to have input and participation in fisheries planning processes that affect fish stocks in the Ngāti Kōata Fisheries Protocol Area (the “**Fisheries Protocol Area**”) and that are managed by the Ministry for Primary Industries (the “**Ministry**”) under the Fisheries Act 1996. Ngāti Kōata have a special relationship with all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area, and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.
- 1.2 Under the Deed of Settlement dated 21 December 2012 between Ngāti Kōata, Te Pātaka a Ngāti Kōata trustees and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister would issue a Fisheries Protocol (the “**Protocol**”) setting out how the Ministry will interact with Te Pātaka a Ngāti Kōata trustees in relation to matters specified in the Protocol. These matters are:
- 1.2.1 recognition of the interests of Ngāti Kōata in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area that are subject to the Fisheries Act 1996;
  - 1.2.2 input into and participation in the Ministry’s fisheries plans;
  - 1.2.3 iwi fisheries plan;
  - 1.2.4 participation in iwi fisheries forums;
  - 1.2.5 customary non-commercial fisheries management;
  - 1.2.6 contracting for services;
  - 1.2.7 employment of Ministry staff with customary non-commercial fisheries responsibilities;
  - 1.2.8 information exchange;
  - 1.2.9 rāhui; and
  - 1.2.10 changes to policy and legislation affecting this Protocol.
- 1.3 For the purposes of this Fisheries Protocol, Te Pātaka a Ngāti Kōata trustees are the representatives of Ngāti Kōata. Ngāti Kōata hold traditional and customary rights over fisheries in the Fisheries Protocol Area. Ngāti Kōata have a responsibility in relation to the preservation, protection and management of their customary non-commercial fisheries within the Fisheries Protocol Area. Te Pātaka a Ngāti Kōata trustees also have an interest in the sustainable utilisation (including customary, commercial and recreational activities) of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area. This is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.2: FISHERIES PROTOCOL**

- 1.4 The obligations of the Ministry in respect of fisheries are to ensure sustainability, to meet Te Tiriti o Waitangi/Treaty of Waitangi and international obligations, to enable efficient resource use, and to ensure the integrity of fisheries management systems.
- 1.5 The Ministry and Ngāti Kōata are seeking a relationship consistent with Te Tiriti o Waitangi/Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/Treaty of Waitangi provide the basis for the relationship between the parties to this Fisheries Protocol. The relationship created by this Fisheries 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.
- 1.6 The Minister and the Director-General have certain functions, powers and duties in terms of the Fisheries Legislation. With the intention of creating a relationship that achieves, over time, the fisheries policies and outcomes sought by both Ngāti Kōata and the Ministry consistent with the Ministry's obligations as set out in clause 1.4, this Protocol sets out how the Minister, the Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in this Protocol. In accordance with this Protocol, Te Pātaka a Ngāti Kōata trustees will have the opportunity for meaningful input into the policy and planning processes relating to the matters set out in this Protocol.
- 1.7 The Ministry will advise Te Pātaka a Ngāti Kōata trustees whenever it proposes to consult with Ngāti Kōata or with another iwi or hapu with interests inside the Fisheries Protocol Area on matters that could affect the interests of Ngāti Kōata.

**2. NGĀTI KŌATA FISHERIES PROTOCOL AREA**

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

**3. SUMMARY OF THE TERMS OF ISSUE**

- 3.1 This Protocol is issued pursuant to section *[insert number]* of the *[insert the name of the Settlement Legislation]* (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.
- 3.2 This Protocol must be read subject to the summary of the terms of issue set out in Attachment B.

**4. IMPLEMENTATION AND COMMUNICATION**

- 4.1 The Ministry will meet with Te Pātaka a Ngāti Kōata trustees within three months of the Minister issuing this protocol, to commence the development of a strategy to implement this Fisheries Protocol. The strategy may include:
- 4.1.1 any matters raised in this Protocol;
- 4.1.2 reporting processes to be put in place, including an annual report to be provided by the Ministry to Te Pātaka a Ngāti Kōata trustees;
- 4.1.3 the development of an implementation plan that sets out the Ministry's obligations to Te Pātaka a Ngāti Kōata trustees arising from this Protocol.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.2: FISHERIES PROTOCOL**

The implementation plan would identify the relevant Ministry business group responsible for delivering each obligation, and any agreed actions and timeframes; and

- 4.1.4 meetings between Te Pātaka a Ngāti Kōata trustees and the Ministry to review the operation of the Protocol, when required (as agreed in the implementation plan).
- 4.2 The implementation strategy described in clause 4.1 of this Protocol will have effect from the date specified in the strategy.
- 4.3 The Ministry will establish and maintain effective consultation processes and communication networks with Te Pātaka a Ngāti Kōata trustees by:
  - 4.3.1 maintaining, at national and regional levels, information provided by Te Pātaka a Ngāti Kōata trustees on the office holders of Te Pātaka a Ngāti Kōata trustees, addresses and contact details;
  - 4.3.2 providing reasonable opportunities for Te Pātaka a Ngāti Kōata trustees to meet with, Ministry managers and staff (as might be agreed in the implementation plan); and
  - 4.3.3 providing reasonable opportunities for Te Pātaka a Ngāti Kōata trustees to participate, if they choose to, in regional forums that are established to interact with the Ministry on fisheries issues that affect the Fisheries Protocol Area.
- 4.4 The Ministry will
  - 4.4.1 consult and involve Te Pātaka a Ngāti Kōata trustees in the training of relevant staff on this Protocol and provide on-going training as required; and
  - 4.4.2 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Deed of Settlement, and provide on-going information as required.

**5. PARTICIPATION IN IWI FISHERIES FORUMS**

- 5.1 The Ministry will provide opportunities for Ngāti Kōata to have input into and participate in any Iwi Fisheries Forums relating to the Fisheries Protocol Area, where the Ministry will engage with iwi on fisheries management activities. The Ngāti Kōata iwi fisheries plan will guide the input of Ngāti Kōata into those forums. The Ministry will provide assistance, within the available resources, to those iwi participating in the forums to develop forum fisheries plans.

**6. STATEMENT OF NGĀTI KŌATA OBJECTIVES**

- 6.1 The fisheries management objectives of Ngāti Kōata in relation to the Fisheries Protocol Area include:
  - 6.1.1 ability to implement customary management practices such as rāhui and mātaītai;

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.2: FISHERIES PROTOCOL**

- 6.1.2 customary fisheries management consistent with the Fisheries (South Island Customary Fishing) Regulations 1999, including;
- (a) customary fisheries practices consistent with Ngāti Kōata tikanga that upholds Ngāti Kōata rights guaranteed under Te Tiriti o Waitangi;
  - (b) establish customary fisheries management areas consistent with Ngāti Kōata customary practices.
- 6.2 Ngāti Kōata taonga species are listed in Attachment C.
- 6.3 The Crown and Te Pātaka a Ngāti Kōata trustees agree that the Ngāti Kōata objectives set out in clause 6.1):
- 6.3.1 are intended only to provide a context for this Protocol;
  - 6.3.2 do not affect how the Minister, Director-General and the Ministry will exercise their powers, functions and duties in relation to the matters specified in this Protocol; and
  - 6.3.3 do not prevent the Minister, Director-General and the Ministry from interacting with other iwi or hapu with interests in the Fisheries Protocol Area.

**7. INPUT INTO AND PARTICIPATION IN THE MINISTRY'S NATIONAL FISHERIES PLANS**

- 7.1 Ngāti Kōata are entitled to input into and participation in the Ministry's national level fisheries plans, where these are being developed, that relate to the Fisheries Protocol Area. The Ministry's national fisheries plans will reflect the high level goals and outcomes for a fishery. The plans will guide annual identification of the measures (which may include catch limits, research and compliance services) required to meet these goals and outcomes.
- 7.2 Ngāti Kōata input and participation will be recognised and provided for through the iwi fisheries plan referred to in clause 8, which the Ministry must have particular regard to when making sustainability decisions that relate to the Fisheries Protocol Area.
- 7.3 Where it is intended that any sustainability measures will be set or varied that relate to the Fisheries Protocol Area and are not addressed in any Ministry national fisheries plan, the Ministry will ensure that the input and participation of Ngāti Kōata is provided for.

**8. IWI FISHERIES PLAN**

- 8.1 Te Pātaka a Ngāti Kōata trustees will develop an iwi fisheries plan that relates to the Fisheries Protocol Area.
- 8.2 The Ministry will assist Te Pātaka a Ngāti Kōata trustees, within the resources available to the Ministry, to develop an iwi fisheries plan that relates to the Fisheries Protocol Area.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.2: FISHERIES PROTOCOL**

- 8.3 The Ministry and Te Pātaka a Ngāti Kōata trustees agree that the iwi fisheries plan will identify:
- 8.3.1 the objectives of Ngāti Kōata for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Fisheries Protocol Area;
  - 8.3.2 how Ngāti Kōata will exercise kaitiakitanga within the Fisheries Protocol Area;
  - 8.3.3 how Te Pātaka a Ngāti Kōata trustees will participate in fisheries planning in the Fisheries Protocol Area; and
  - 8.3.4 how the customary, commercial and recreational fishing interests of Te Pātaka a Ngāti Kōata trustees will be managed in an integrated way.
- 8.4 The Ministry and Te Pātaka a Ngāti Kōata trustees agree to meet within three months of the Minister issuing this protocol, to discuss:
- 8.4.1 the content of the iwi fisheries plan, and how it will protect and recognise the kaitiakitanga and mana of Ngāti Kōata; and
  - 8.4.2 ways in which the Ministry will work with Te Pātaka a Ngāti Kōata trustees to develop and review the iwi fisheries plan.

**9. MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES**

- 9.1 The Ministry undertakes to make available to Te Pātaka a Ngāti Kōata trustees with such information and assistance, within the resources available to the Ministry, as may be necessary for the proper administration of the Fisheries (South Island Customary Fishing) Regulations 1999. This information and assistance may include, but is not limited to:
- 9.1.1 discussions with the Ministry on the implementation of the Fisheries (South Island Customary Fishing) Regulations 1999 within the Fisheries Protocol Area;
  - 9.1.2 provision of existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area; and
  - 9.1.3 training the appropriate representatives of Ngāti Kōata to enable them to administer and implement the Fisheries (South Island Customary Fishing) Regulations 1999.

**10. CONTRACTING FOR SERVICES**

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



**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.2: FISHERIES PROTOCOL**

- 10.2 The level of consultation shall be relative to the degree to which the contract impacts upon the customary fishing interests of other iwi as well as those of Ngāti Kōata, and may be achieved by one or more of the following:
- 10.2.1 the Ministry may notify Te Pātaka a Ngāti Kōata trustees of a contract for fisheries services;
  - 10.2.2 the Ministry may notify Te Pātaka a Ngāti Kōata trustees of an invitation to tender for fisheries services; and
  - 10.2.3 the Ministry may direct a successful contractor to engage with Te Pātaka a Ngāti Kōata trustees as appropriate, in undertaking the relevant fisheries services.
- 10.3 If Te Pātaka a Ngāti Kōata trustees is contracted for fisheries services then clause 10.2.3 will not apply in relation to those fisheries services.

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

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

**12. CONSULTATION**

- 12.1 Where the Ministry is required to consult Te Pātaka a Ngāti Kōata trustees in relation to this Protocol, the basic principles that will be followed by the Ministry in consulting with Te Pātaka a Ngāti Kōata trustees in each case are:
- 12.1.1 ensuring that Te Pātaka a Ngāti Kōata trustees are consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
  - 12.1.2 providing Te Pātaka a Ngāti Kōata trustees with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
  - 12.1.3 ensuring that sufficient time is given for the participation of Te Pātaka a Ngāti Kōata trustees in the decision making process including the preparation of submissions by Te Pātaka a Ngāti Kōata trustees in relation to any of the matters that are the subject of the consultation; and

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.2: FISHERIES PROTOCOL**

12.1.4 ensuring that the Ministry will approach the consultation with Te Pātaka a Ngāti Kōata trustees with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation.

12.2 Where the Ministry has consulted with Te Pātaka a Ngāti Kōata trustees as specified in clause 12.1, the Ministry will report back to Te Pātaka a Ngāti Kōata trustees, either in person or in writing, on the decision made as a result of any such consultation.

**13. RĀHUI**

13.1 The Ministry recognises that rāhui is a traditional use and management practice of Ngāti Kōata and supports their rights to place traditional rāhui over their customary fisheries.

13.2 The Ministry and Te Pātaka a Ngāti Kōata trustees acknowledge that a traditional rāhui placed by Te Pātaka a Ngāti Kōata trustees 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. Ngāti Kōata undertakes to inform the Ministry of the placing and the lifting of a rāhui by Ngāti Kōata over their customary fisheries, and also the reason for the rāhui.

13.3 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 Kōata over their customary fisheries, in a manner consistent with the understandings outlined in clause 13.2 above.

13.4 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186B of the Fisheries Act 1996 to support a rāhui proposed by Ngāti Kōata over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186B of the Fisheries Act 1996, noting these requirements preclude the use of section 186B to support rāhui placed in the event of a drowning.

**14. INFORMATION EXCHANGE**

14.1 Ngāti Kōata and the Ministry recognise the benefit of mutual information exchange. To this end, the Ministry and Ngāti Kōata will as far as possible exchange any information that is relevant to the management of the Fisheries Protocol Area.

14.2 The Ministry will make available to Ngāti Kōata all existing information held by, or reasonably accessible to, the Ministry where that information is requested by Ngāti Kōata for the purposes of assisting them to exercise their rights under this Fisheries Protocol.

14.3 The Ministry will make available to Ngāti Kōata all existing information held by, or reasonably accessible to, the Ministry where that information is requested by Ngāti Kōata concerning the management of species or stocks that are of significance to Ngāti Kōata.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.2: FISHERIES PROTOCOL**

**15. DISPUTE RESOLUTION**

15.1 If either the Ministry or Te Pātaka a Ngāti Kōata trustees consider there has been a problem with the implementation of the Protocol, then that party may give written notice to the other party that they are in dispute. The following process will be undertaken once notice is received by the other party to this Protocol:

15.1.1 within 15 working days of being given written notice under clause 15.1, the relevant contact persons from the Ministry and Te Pātaka a Ngāti Kōata trustees will meet to work in good faith to resolve the issue;

15.1.2 if the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 15.1 the Director-General of the Ministry and representative of Te Pātaka a Ngāti Kōata trustees will meet to work in good faith to resolve the issue;

15.1.3 if the dispute has not been resolved within 45 working days of receipt of the notice referred to in clause 15.1 despite the process outlined in clauses 15.1.1 and 15.1.2 having been followed, the Ministry and Te Pātaka a Ngāti Kōata trustees 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.

15.2 In the context of any dispute that has been initiated under clause 15.1 the Ministry and Te Pātaka a Ngāti Kōata trustees will place the utmost importance on the fact that the Ministry and Ngāti Kōata are, in accordance with clause 1.5 of this Protocol, seeking a relationship consistent with Te Tiriti o Waitangi / Treaty of Waitangi and its principles, and such a relationship is intended to assist both parties to exercise their respective responsibilities with the utmost cooperation to achieve the outcomes sought by both over time.

**16. CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL**

16.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment to the Fisheries Act 1996 which impacts upon this Protocol, the Ministry shall:

16.1.1 notify Te Pātaka a Ngāti Kōata trustees of the proposed policy development or proposed legislative amendment upon which iwi will be consulted; and

16.1.2 make available to Te Pātaka a Ngāti Kōata trustees the information provided to iwi as part of the consultation process referred to in this clause; and

16.1.3 report back to Te Pātaka a Ngāti Kōata trustees on the outcome of any such consultation, either in writing or in person.

**17. DEFINITIONS**

17.1 In this Protocol:

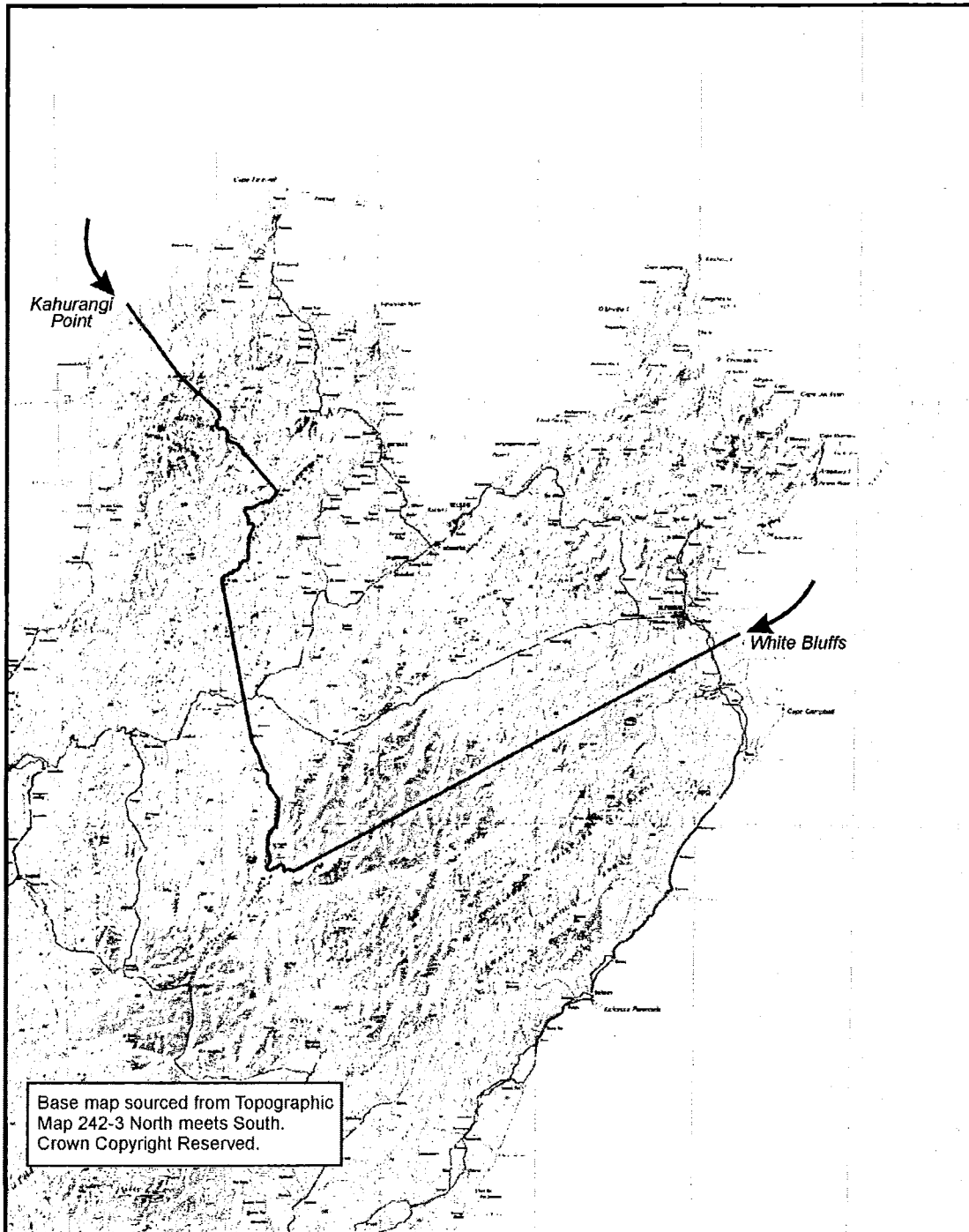
**Crown** means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;



NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

4.2: FISHERIES PROTOCOL

ATTACHMENT A  
FISHERIES PROTOCOL AREA



NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

4.2: FISHERIES 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 Te Pātaka a Ngāti Kōata trustees and having particular regard to their views (*section [number]*).

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 [number]*).

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 tangata whenua (*section [number]*); or

3.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of the Ngāti Kōata (*section [number]*); 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 [number]*).

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.2: FISHERIES PROTOCOL**

**4. Breach**

- 4.1 Subject to the Crown Proceedings Act 1950, Te Pātaka a Ngāti Kōata trustees may enforce this protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (*section [number]*).
- 4.2 A breach of this protocol is not a breach of the deed of settlement (*clause 5.51*).

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

**4.2: FISHERIES PROTOCOL**

**ATTACHMENT C  
NGĀTI KŌATA - TAONGA SPECIES**

<b>Maori Names</b>	<b>Common Names</b>	<b>Scientific Name(s)</b>
Ahipataha	Albacore tuna	<i>Thunnus alalunga</i>
Araara	Trevally / Jackfish	<i>Pseudocaranx dentex</i>
Hapuku	Groper	<i>Polyprion oxygeneios</i>
Hauture	Jack mackerel	<i>Trachurus declivis/ Trachurus novaezelandiae / Trachurus murphyi</i>
Hoka	Red cod	<i>Pseudophycis bachus = (Physiculus bacchus)</i>
Haku / Maku	Kingfish	<i>Seriola lalandi</i>
Hao / Takotowhenua / Tunaheke	Shortfin eel	<i>Anguilla australis</i>
Hihiwā	Yellowfoot paua	<i>Haliotis australis</i>
Hohehohe	Deepwater clam / New Zealand geoduck	<i>Panopea zelandica</i>
Hoki	Hoki	<i>Macruronus novae zelandiae</i>
Huangi	Cockle	<i>Austrovenus stutchburyi (Chione stutchburyi)</i>
Inanga / Mahitahi / Pūkōareare / Kōeaea / Uruao / Kokopara / Kokopu / Koarao / Koawheawhe / Kararaha / Matua a Iwi	Whitebait	<i>Galaxias maculatus (Galaxias spp.)</i>
Kahawai	Kahawai	<i>Arripis trutta Arripis xylabion</i>
Kaikaikaroro / Kuhakuha / Tuatua / Kaitua / Tuangi / Pūkauri	Surf Clam / Tuatua	<i>Spisula solidissima Spisula aequilatera Mactra murchisoni Mactra discors Paphies donacina Paphies subtriangulata Dosinia anus Dosinia subrosea Bassina yatei Amphidesma spp.</i>
Kanae	Mullet	<i>Mugil cephalus</i>
Kanakana	Lamprey	<i>Geotria australis</i>
Karengo	Karengo	<i>Porphyra</i>
Kataha / Mokowhiti	Yelloweye mullet	<i>Aldrichetta forsteri</i>
Kina	Kina	<i>Evechinus chloroticus</i>
Kohikohi/ porae	Trumpeter	<i>Latris lineata</i>
Kōiro	Conger eel	<i>Conger verreauxi</i>
Kokopu	Shortjawed kokopu	<i>Galaxias postvectis</i>
Koura waimaori	Freshwater Crayfish	<i>Paranephrops planifrons</i>
Koura waitai	Red rock lobster / Crayfish (saltwater)	<i>Jasus (Jasus) edwardsii Jasus (Sagmariasus) verreauxi</i>
Kuku Kutai	Blue mussel	<i>Mytilus galloprovincialis (Mytilus edulis aoteanus)</i>
	Greenshell mussel	<i>Perna canaliculus</i>
Kumukumu / Pūwhaiu	Red gurnard	<i>Chelidonichthys kumu = (Trigla kumu)</i>
Manga / Mango / Makō / Kāpeta	Rig / Spotty Dog Fish	<i>Mustelus lenticulatus = (M. antarcticus)</i>
Manga / maka	Barracouta	<i>Thyrstites atun</i>
Manumanu / Uku /	Skate	<i>Dipturus nasutus</i>



**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

**4.2: FISHERIES PROTOCOL**

<b>Maori Names</b>	<b>Common Names</b>	<b>Scientific Name(s)</b>
Waewae / Whai		<i>Dipturus innominatus</i>
Mangō-pounamu/ ngerongero/ matawha / poutini	Blue shark	<i>Prionace glauca</i>
Mararī	Butterfish / Greenbone	<i>Odaxpullus = (Coriododax pullus)</i>
Matiri	Blue nose	<i>Hyperoglyphe antarctica</i>
Moki	Blue Moki	<i>Latridopsis ciliaris</i>
Nanua	Red moki	<i>Cheilodactylus spectabilis</i>
Ngākihi/ kākihi	limpet	<i>Cellana spp.</i>
Papaka	Paddle crab	<i>Ovalipes catharus (O.punctatus, O.bipustulatus)</i>
Para/ hiku / taharangi / tikati	Frostfish	<i>Lepidopus caudatus</i>
Pātiki / Pātiki Mohoao / Pātiki Totara / Raututu / Whaiwhai / Patiki Wai Māori	Flounder / Lemon sole / NZ Sole / Turbot	<i>Rhombosolea tapirina</i>
Pātiki / Pātiki Mohoao / Pātiki Totara / Raututu / Whaiwhai / Patiki Wai Māori Paua / Kararuri	Flounder / Lemon sole / NZ Sole / Turbot Paua / Blackfoot paua	<i>Rhombosolea tapirina</i> <i>Haliotis iris</i>
Pipi	Pipi	<i>Paphies australis</i> <i>(Amphidesma australe)</i>
Pure / Kuakua	Scallop	<i>Pecten novaezelandiae</i>
Pohuiakaroa/ matua whapuku	Scarpie/ sea perch	<i>Helicolenus spp.</i>
pūpū	Booboo/ mollusc/ cat's eye	<i>Turbo smaragdus</i>
Rāwaru / Kopukopu / Pākirikiri	Blue Cod	<i>Parapercis colias</i>
Tāmure	Snapper	<i>Pagrus auratus = (Chrysophrys auratus)</i>
Tarakihi	Tarakihi	<i>Nemadactylus macropterus = (Cheilodactylus macropterus)</i>
Tawatawa	English mackerel /Blue mackerel	<i>Scomber australasicus</i>
Toheroa	Toheroa	<i>Paphies ventricosa</i> <i>(Amphidesma ventricosum)</i>
Tio	Oyster	<i>Ostrea chilensis</i>
Tuere	Blind Eel / Hagfish	<i>Heptatretus cirrhatu</i>
Tuna / Reherehe / Rewharewha	Longfin eel/Blind Eel /	<i>Anguilla dieffenbachii</i>
Tupere/ makohuarau / tope	School shark	<i>Galeorhinus galeus</i>
Uruao	Smelt	<i>Retropinna retropinna</i>
Warehou	Blue warehou	<i>Serirolella brama</i>
Whai repo/ oru/ pāku/ pākaurua/ roha / topatopa / toretore / tūtuirā	Stingray	<i>Dasyatis brevicaudatus</i>
Wheke	Octopus	<i>Octopus maorum</i>
Wheketerē/ nguu	Squid (arrow; broad)	<i>Nototodarus spp; Sepioteuthis australis</i>
	Ray's Bream	<i>Brama brama</i>
	Pacific bluefin tuna	<i>Thunnus orientalis</i>

(

---

**4.3 TAONGA TŪTURU PROTOCOL**

---

**Clause 5.48.3**

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS,  
CULTURE AND HERITAGE REGARDING INTERACTION WITH  
NGĀTI KŌATA ON SPECIFIED ISSUES**

**1. INTRODUCTION**

1.1 This Taonga Tūturu Protocol covers the following matters:

- 1.1.1 newly found taonga tūturu;
- 1.1.2 the export of taonga tūturu; and
- 1.1.3 the Protected Objects Act 1975 and any amendment or substitution thereof.

1.2 Under the Deed of Settlement 21 December 2012 between Ngāti Kōata, Te Pātaka a Ngāti Kōata 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 the Ministry for Culture and Heritage (the "**Chief Executive**") will interact with Te Pātaka a Ngāti Kōata on matters specified in the Protocol. These matters are:

- 1.2.1 Protocol Area - Part 2;
- 1.2.2 Terms of issue - Part 3;
- 1.2.3 Implementation and communication - Part 4;
- 1.2.4 The role of the Chief Executive under the Protected Objects Act 1975 - Part 5;
- 1.2.5 The role of the Minister under the Protected Objects Act 1975 - Part 6;
- 1.2.6 Ngāti Kōata Ngā Taonga Tūturu held by Te Papa - Part 7;
- 1.2.7 Effects on Ngāti Kōata interest in the Protocol Area - Part 8;
- 1.2.8 Registration as a collector of Ngā Taonga Tūturu - Part 9;
- 1.2.9 Board Appointments - Part 10;
- 1.2.10 National Monuments, War Graves and Historical Graves - Part 11;
- 1.2.11 History publications relating to Ngāti Kōata - Part 12;
- 1.2.12 Cultural and/or Spiritual Practices and Tendering - Part 13;
- 1.2.13 Consultation - Part 14;
- 1.2.14 Changes to legislation affecting this Protocol - Part 15; and
- 1.2.15 Definitions - Part 16.

1.3 For the purposes of this Protocol Te Pātaka a Ngāti Kōata is the body representative of the whānau, hapū, and iwi of Ngāti Kōata who have an interest in the matters covered under this Protocol. This derives from the status of Te Pātaka a Ngāti Kōata as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.3: TAONGA TŪTURU PROTOCOL**

- 1.4 The Ministry and Te Pātaka a Ngāti Kōata 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 provides the basis for the relationship between the parties to this Protocol, as set out in this Protocol.
- 1.5 The purpose of the Protected Objects Act 1975 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.
- 1.6 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 Te Pātaka a Ngāti Kōata with the opportunity for input, into matters set out in clause 1.1 and clause 1.2.

**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. SUMMARY OF THE TERMS OF ISSUE**

- 3.1 This Protocol is issued pursuant to the [ ] (the "Settlement Legislation") that implements the Ngāti Kōata 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 summary of the terms of issue set out in Attachment B.

**4. IMPLEMENTATION AND COMMUNICATION**

- 4.1 The Chief Executive will maintain effective communication with Te Pātaka a Ngāti Kōata by:
  - 4.1.1 maintaining information provided by Te Pātaka a Ngāti Kōata on the office holders of Te Pātaka a Ngāti Kōata and their addresses and contact details;
  - 4.1.2 discussing with Te Pātaka a Ngāti Kōata concerns and issues notified by Te Pātaka a Ngāti Kōata about this Protocol;
  - 4.1.3 as far as reasonably practicable, providing opportunities for Te Pātaka a Ngāti Kōata to meet with relevant Ministry Managers and staff;
  - 4.1.4 meeting with Te Pātaka a Ngāti Kōata to review the implementation of this Protocol at least once a year, 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;
  - 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

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.3: TAONGA TŪTURU PROTOCOL**

4.1.7 including a copy of the Protocol with Te Pātaka a Ngāti Kōata on the Ministry's website.

**5. THE ROLE OF THE CHIEF EXECUTIVE UNDER THE PROTECTED OBJECTS ACT 1975**

**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 Te Pātaka a Ngāti Kōata within the limits of the Act. From the date this Protocol is issued the Chief Executive will:

5.1.1 notify Te Pātaka a Ngāti Kōata in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kōata 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 Kōata origin found anywhere else in New Zealand;

5.1.3 notify Te Pātaka a Ngāti Kōata 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 Kōata origin found anywhere else in New Zealand;

5.1.4 notify Te Pātaka a Ngāti Kōata 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 Kōata 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 Te Pātaka a Ngāti Kōata 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 Kōata origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

**Applications for Ownership**

5.2 If Te Pātaka a Ngāti Kōata 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 Kōata 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 claim of ownership of Te Pātaka a Ngāti Kōata, the Chief Executive will consult with Te Pātaka a Ngāti Kōata 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 Kōata origin found anywhere else in New Zealand,

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.3: TAONGA TŪTURU PROTOCOL**

cannot be resolved, the Chief Executive at the request of Te Pātaka a Ngāti Kōata may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

**Applications for Custody**

- 5.5 If no ownership application is made to the Māori Land Court for any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kōata origin found elsewhere in New Zealand by Te Pātaka a Ngāti Kōata or any other person, the Chief Executive will:
- 5.5.1 consult Te Pātaka a Ngāti Kōata where there is any request from any other person for the custody of the Taonga Tūturu;
  - 5.5.2 consult Te Pātaka a Ngāti Kōata before a decision is made on who may have custody of the Taonga Tūturu; and
  - 5.5.3 notify Te Pātaka a Ngāti Kōata 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 Te Pātaka a Ngāti Kōata on any export applications to remove any Taonga Tūturu of Ngāti Kōata origin from New Zealand, the Chief Executive will register Te Pātaka a Ngāti Kōata 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 Kōata origin from New Zealand, the Chief Executive will consult Te Pātaka a Ngāti Kōata as an Expert Examiner on that application, and notify Te Pātaka a Ngāti Kōata in writing of his or her 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 Te Pātaka a Ngāti Kōata within the limits of the Act. In circumstances where the Chief Executive originally consulted Te Pātaka a Ngāti Kōata as an Expert Examiner, the Minister may consult with Te Pātaka a Ngāti Kōata 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 Te Pātaka a Ngāti Kōata in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where Te Pātaka a Ngāti Kōata was consulted as an Expert Examiner.

**7. NGĀTI KŌATA - NGA TAONGA TŪTURU HELD BY TE PAPA TONGAREWA**

- 7.1 The Chief Executive will invite Te Papa Tongarewa to enter into a relationship with Te Pātaka a Ngāti Kōata, for the purposes of Te Papa Tongarewa compiling a full

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.3: TAONGA TŪTURU PROTOCOL**

inventory of Taonga Tūturu held by Te Papa Tongarewa, which are of cultural, spiritual and historical importance to Ngāti Kōata; and

- 7.2 associated costs and/or additional resources required to complete the obligations under paragraph 7.1 will be funded by Te Papa Tongarewa, as resources allow.

**8. EFFECTS ON NGĀTI KŌATA INTERESTS IN THE PROTOCOL AREA**

8.1 The Chief Executive and Te Pātaka a Ngāti Kōata shall discuss any policy and legislative development, which specifically affects Ngāti Kōata interests in the Protocol Area.

8.2 The Chief Executive and Te Pātaka a Ngāti Kōata shall discuss any of the Ministry's operational activities, which specifically affect Ngāti Kōata interests in the Protocol Area.

8.3 Notwithstanding paragraphs 8.1 and 8.2 above the Chief Executive and Te Pātaka a Ngāti Kōata shall meet to discuss Ngāti Kōata interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

**9. REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU**

9.1 The Chief Executive will register Te Pātaka a Ngāti Kōata as a Registered Collector of Taonga Tūturu.

**10. BOARD APPOINTMENTS**

10.1 The Chief Executive shall:

10.1.1 notify Te Pātaka a Ngāti Kōata of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;

10.1.2 add Te Pātaka a Ngāti Kōata's nominees onto the Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and

10.1.3 notify Te Pātaka a Ngāti Kōata of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

**11. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES**

11.1 The Chief Executive shall seek and consider the views of Te Pātaka a Ngāti Kōata on any national monument, war grave, historical grave, managed or administered by the Ministry, which specifically relates to Ngāti Kōata interests.

11.2 The Chief Executive will provide for the marking and maintenance of any historic war grave identified by the Te Pātaka a Ngāti Kōata, 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).

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.3: TAONGA TŪTURU PROTOCOL**

**12. HISTORICAL PUBLICATIONS RELATING TO NGĀTI KŌATA**

12.1 The Chief Executive shall:

12.1.1 provide Te Pātaka a Ngāti Kōata with a list of all history publications commissioned or undertaken by the Ministry that relates substantially to Ngāti Kōata, and will supply these on request; and

12.1.2 discuss with Te Pātaka a Ngāti Kōata any work the Ministry undertakes that deals specifically or substantially with Ngāti Kōata.

**13. PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES**

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

13.2 Where appropriate, the Chief Executive will consider using Te Pātaka a Ngāti Kōata as a provider of professional services.

13.3 The procurement by the Chief Executive of any such services set out in clauses 13.1 and 13.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

**14. CONSULTATION**

14.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with Te Pātaka a Ngāti Kōata in each case are:

14.1.1 ensuring that Te Pātaka a Ngāti Kōata is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;

14.1.2 providing Te Pātaka a Ngāti Kōata with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

14.1.3 ensuring that sufficient time is given for the participation of Te Pātaka a Ngāti Kōata in the decision making process including the preparation of submissions by Te Pātaka a Ngāti Kōata in relation to any of the matters that are the subject of the consultation;

14.1.4 ensuring that the Chief Executive will approach the consultation with Te Pātaka a Ngāti Kōata with an open mind, and will genuinely consider the submissions of Te Pātaka a Ngāti Kōata in relation to any of the matters that are the subject of the consultation; and

14.1.5 report back to Te Pātaka a Ngāti Kōata, either in writing or in person, in regard to any decisions made that relate to that consultation.



4.3: TAONGA TŪTURU PROTOCOL

**15. CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL**

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

15.1.1 notify Te Pātaka a Ngāti Kōata of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;

15.1.2 make available to Te Pātaka a Ngāti Kōata the information provided to Māori as part of the consultation process referred to in this clause; and

15.1.3 report back to Te Pātaka a Ngāti Kōata on the outcome of any such consultation.

**16. DEFINITIONS**

16.1 In this Protocol:

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

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

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

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

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

**Ngāti Kōata** has the meaning set out in clause 8.8 of the Deed of Settlement;

**Protocol** means a statement in writing, issued by the Crown through the Minister to Te Pātaka a Ngāti Kōata under the Settlement Legislation and the Deed of Settlement and includes this Protocol; and

**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

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.3: TAONGA TŪTURU PROTOCOL**

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

**Te Pātaka a Ngāti Kōata** means the trustees for the time being of Te Pātaka a Ngāti Kōata.

**ISSUED** on

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

---

Signature of Witness:

Witness Name:

Occupation:

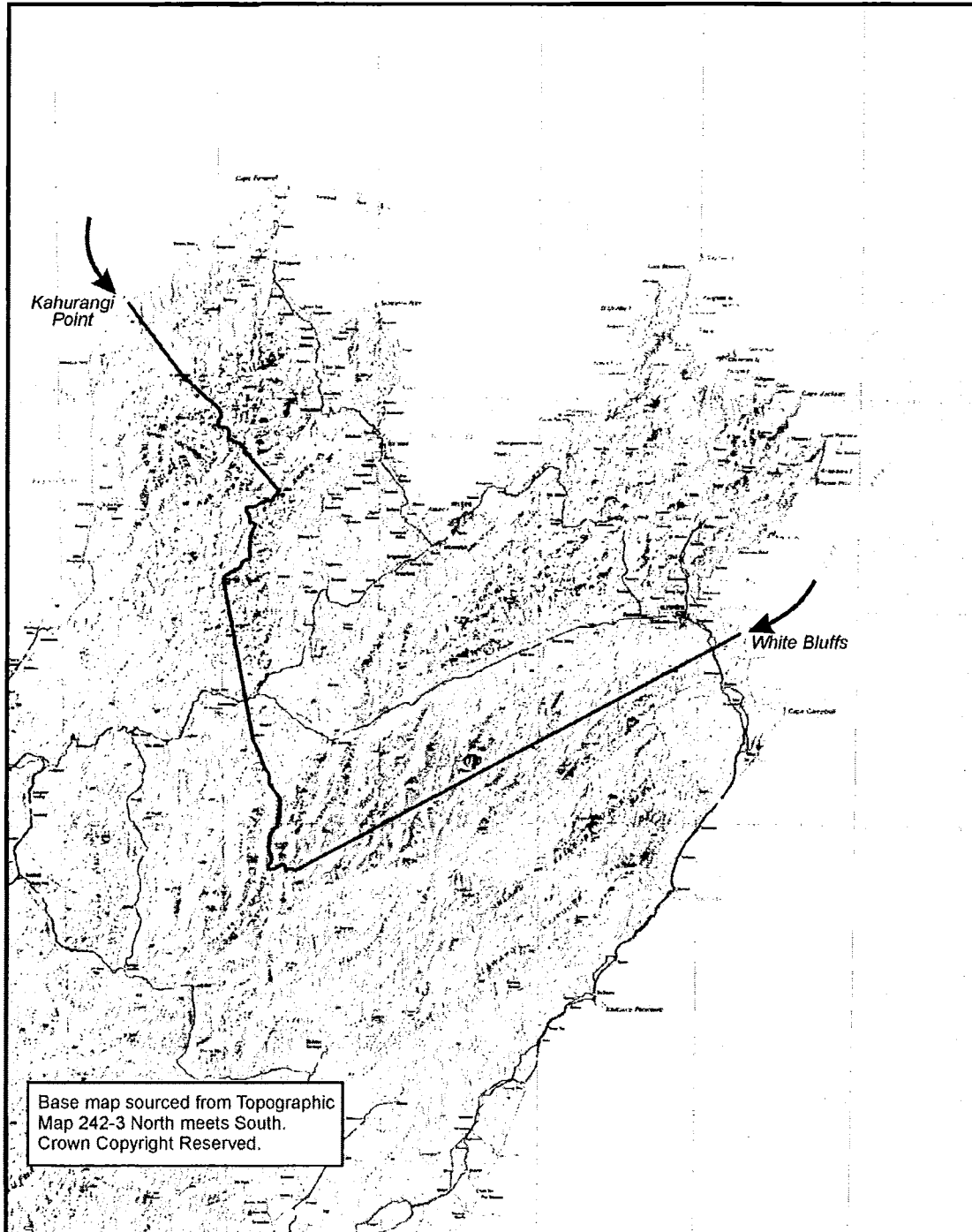
Address:

NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

4.3: TAONGA TŪTURU PROTOCOL

ATTACHMENT A

NGĀTI KŌATA TAONGA TŪTURU PROTOCOL AREA



NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

4.3: 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 Te Pātaka a Ngāti Kōata trustees and having particular regard to their views (*section [number]*).

**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 (*section [number]*); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of the Ngāti Kōata (*section [number]*); 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, Te Pātaka a Ngāti Kōata trustees may enforce this protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (*section [number]*).

3.2 A breach of this protocol is not a breach of the deed of settlement (*clause 5.51*).

(

---

**4.4 MINERALS PROTOCOL**

---

**Clause 5.48.4**

4.4: MINERALS PROTOCOL

**PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY  
AND RESOURCES REGARDING CONSULTATION WITH NGĀTI KŌATA BY THE  
MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT ON THE  
ADMINISTRATION OF CROWN OWNED MINERALS**

**1. INTRODUCTION**

- 1.1 Under the Deed of Settlement dated 21 December 2012 between Ngāti Kōata and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Energy and Resources (the "**Minister**") would issue a Protocol (the "**Minerals Protocol**") setting out how the Ministry of Business, Innovation and Employment (the "**Ministry**") will consult with Te Pātaka a Ngāti Kōata trustees on matters specified in the Minerals Protocol.
- 1.2 For the purposes of this Protocol Te Pātaka a Ngāti Kōata trustees are the representatives of the whānau and iwi of Ngāti Kōata who have interests and responsibilities in relation to the Protocol Area. These interests and responsibilities are inextricably linked to whakapapa and have important cultural and spiritual dimensions.
- 1.3 The Ministry and Ngāti Kōata are seeking a relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.4 The purpose of the Crown Minerals Act 1991 (the "**Act**") is to restate and reform the law relating to the management of Crown owned minerals. Section 4 of the Act requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.5 The Minister is responsible under the Act for the preparation of mineral programmes, the grant of minerals permits, and monitoring the effect and implementation of minerals programmes and minerals permits. The Ministry administers the Act on behalf of the Minister.
- 1.6 This Minerals Protocol will affect the Ministry's administration of Crown owned minerals under the Act in the Minerals Protocol Area.

**2 PURPOSE OF THIS PROTOCOL**

- 2.1 This Minerals Protocol sets out how the Ministry will have regard to the rights and interests of Ngāti Kōata while exercising its functions, powers and duties in relation to the matters set out in this Minerals Protocol.
- 2.2 Te Pātaka a Ngāti Kōata trustees will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Minerals Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

**3 PROTOCOL AREA**

- 3.1 This Minerals Protocol applies across the Minerals Protocol Area which means the area identified in the map included in Attachment A of this Minerals Protocol together with the waters (including foreshore and seabed) of the coastal areas adjacent to the

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.4: MINERALS PROTOCOL**

coastal boundary shown on that map within the Territorial Sea (as defined in the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977).

**4 SUMMARY OF THE TERMS OF ISSUE**

- 4.1 This Minerals Protocol is issued pursuant to section [ ] of [*insert the name of the Settlement Legislation*] (the "**Settlement Legislation**") that implements clause 9.7 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 This Minerals Protocol must be read subject to the summary of the terms of issue set out in Attachment B.

**5 CONSULTATION**

- 5.1 The Minister will ensure that Te Pātaka a Ngāti Kōata trustees are consulted by the Ministry:

**Petroleum exploration permit block offers**

- 5.1.1 on the planning of a competitive tender allocation of a permit block for Petroleum exploration (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and the relevant minerals programme), which relates, whether wholly or in part, to the Minerals Protocol Area;

**Other petroleum exploration permit applications**

- 5.1.2 when any application for a petroleum exploration permit is considered, which relates, whether wholly or in part, to the Minerals Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1.2;

**Amendments to petroleum exploration permits**

- 5.1.3 when any application to amend a petroleum exploration permit, by extending the land or minerals to which the permit relates, is considered, where the application relates, wholly or in part, to the Minerals Protocol Area;

**Permit block offers for Crown owned minerals other than petroleum**

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

**Other permit applications for Crown owned minerals other than petroleum**

- 5.1.5 when any application for a permit in respect of Crown owned minerals other than petroleum is considered, which relates, whether wholly or in part, to the Minerals Protocol Area, except where the application relates to a competitive tender allocation of a permit block offer over which consultation has already taken place under clause 5.1.4;

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.4: MINERALS PROTOCOL**

Newly available acreage

5.1.8 when the Secretary proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of mineral other than petroleum, which relates, whether wholly or in part, to the Minerals Protocol Area;

**Amendments to permits for Crown owned minerals other than petroleum**

5.1.9 when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is considered;

5.1.10 where the application relates, wholly or in part, to the Minerals Protocol Area.

**New minerals programmes**

5.1.11 on the preparation of new minerals programmes which relate, whether wholly or in part, to the Minerals Protocol Area.

5.2 Each decision on a proposal referred to in clause 5.1 will be made having regard to any matters raised as a result of consultation with Te Pātaka a Ngāti Kōata trustees, and having regard to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi, particularly as those principles are set out in the relevant minerals programme from time to time, and taking into account the circumstances of each case.

5.3 Where Te Pātaka a Ngāti Kōata trustees request that the Minister exclude land from a permit or competitive tender referred to in clause 5.1, the Minister will consider the following matters:

5.3.1 the particular importance of the land to Ngāti Kōata;

5.3.2 whether the land is a known wāhi tapu site;

5.3.3 the uniqueness of the land (for example, whether the land is mahinga kai (food gathering area) or waka tauranga (a landing place of the ancestral canoes));

5.3.4 whether the importance of the land to Ngāti Kōata has already been demonstrated (for example, by Treaty claims or Treaty settlements resulting in a statutory acknowledgment or other redress instrument under settlement legislation);

5.3.5 any relevant Treaty claims or settlements;

5.3.6 whether granting a permit over the land or the particular minerals would impede the progress of redress of any Treaty claims;

5.3.7 any Ngāti Kōata management plans that specifically exclude the land from certain activities;

5.3.8 the ownership of the land;



**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.4: MINERALS PROTOCOL**

5.3.9 whether the area is already protected under an enactment (for example, the Resource Management Act 1991, the Conservation Act 1987, or the Historic Places Act 1993);

5.3.10 the size of the land and the value or potential value of the relevant mineral resources if the land is excluded.

**6 IMPLEMENTATION AND COMMUNICATION**

6.1 The Crown has an obligation under the Act (as provided for in minerals programmes) to consult with parties whose interests may be affected by matters described in clause 5.1 of this Minerals Protocol. The Ministry will consult with Te Pātaka a Ngāti Kōata trustees in accordance with this Minerals Protocol and in accordance with the relevant minerals programme if matters described in clause 5.1 and clause 6 of this Minerals Protocol Area may affect the interests of Ngāti Kōata.

6.2 The basic principles that will be followed by the Ministry in consulting with Te Pātaka a Ngāti Kōata trustees in each case are:

6.2.1 ensuring that Te Pātaka a Ngāti Kōata trustees are consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues in relation to any matters under clause 5 of this Minerals Protocol;

6.2.2 providing Te Pātaka a Ngāti Kōata trustees with sufficient information to make informed decisions and submissions in relation to any of the matters described in clause 5 of this Minerals Protocol;

6.2.3 ensuring that sufficient time is given for the participation of Te Pātaka a Ngāti Kōata trustees in the decision making process and the consideration by Te Pātaka a Ngāti Kōata trustees of their submissions in relation to any of the matters described in clause 5 of this Minerals Protocol; and

6.2.4 ensuring that the Ministry will approach the consultation with Te Pātaka a Ngāti Kōata trustees with an open mind, and will genuinely consider the submissions of Te Pātaka a Ngāti Kōata trustees in relation to any of the matters described in clause 5 of this Minerals Protocol.

6.3 Where the Ministry is required to consult Te Pātaka a Ngāti Kōata trustees as specified in clause 6.1, the Ministry will report back in writing to Te Pātaka a Ngāti Kōata trustees on the decision made as a result of such consultation.

6.4 The Ministry will seek to fulfil its obligations under this Minerals Protocol by:

6.4.1 maintaining information on Te Pātaka a Ngāti Kōata trustees address and contact details as provided from time to time by the Te Pātaka a Ngāti Kōata trustees;

6.4.2 as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Minerals Protocol;

6.4.3 nominating relevant employees to act as contacts with Te Pātaka a Ngāti Kōata trustees in relation to issues concerning this Minerals Protocol; and

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.4: MINERALS PROTOCOL**

6.4.4 providing Te Pātaka a Ngāti Kōata trustees with the names of the relevant employees who will act as contacts with Te Pātaka a Ngāti Kōata trustees in relation to issues concerning this Minerals Protocol;

**7 CHANGES TO POLICY AND LEGISLATION**

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

7.1.1 notify Te Pātaka a Ngāti Kōata trustees in writing of the proposed policy development or proposed legislative amendment;

7.1.2 make available to Te Pātaka a Ngāti Kōata trustees the information provided to Māori as part of the consultation process referred to in this clause; and

7.1.3 report back to Te Pātaka a Ngāti Kōata trustees on the outcome of any such consultation.

**8 DEFINITIONS**

8.1 In this Minerals Protocol:

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

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

**Crown owned minerals** means any mineral (as defined below) that is the property of the Crown in accordance with sections 10 and 11 of the Act or over which the Crown has jurisdiction in accordance with the Continental Shelf Act 1964;

**Deed of Settlement** means the Deed of Settlement dated 21 December 2012 between the Crown and Te Pātaka a Ngāti Kōata trustees;

**Land** includes land covered by water; and also includes the foreshore and seabed to the outer limits of the territorial sea;

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

**Minister** means the Minister of Energy and Resources;

**Ministry** means the Ministry of Business, Innovation and Employment;

**Ngāti Kōata** has the meaning set out in clause 8.9.1 of the Deed of Settlement;

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.4: MINERALS PROTOCOL**

**Petroleum** means:

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

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

**Protocol** means a statement in writing, issued by the Crown through the Minister to Te Pātaka a Ngāti Kōata trustees under the Settlement Legislation and the Deed of Settlement and includes this Minerals Protocol.

**ISSUED** on [       ]

**SIGNED** for and on behalf of )  
**THE SOVEREIGN** in right of New Zealand by )  
the Minister of Energy and Resources [or the )  
Associated Minister of Energy and )  
Resources under delegated authority from )  
the Minister of Energy and Resources] in the )  
presence of: \_\_\_\_\_

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

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

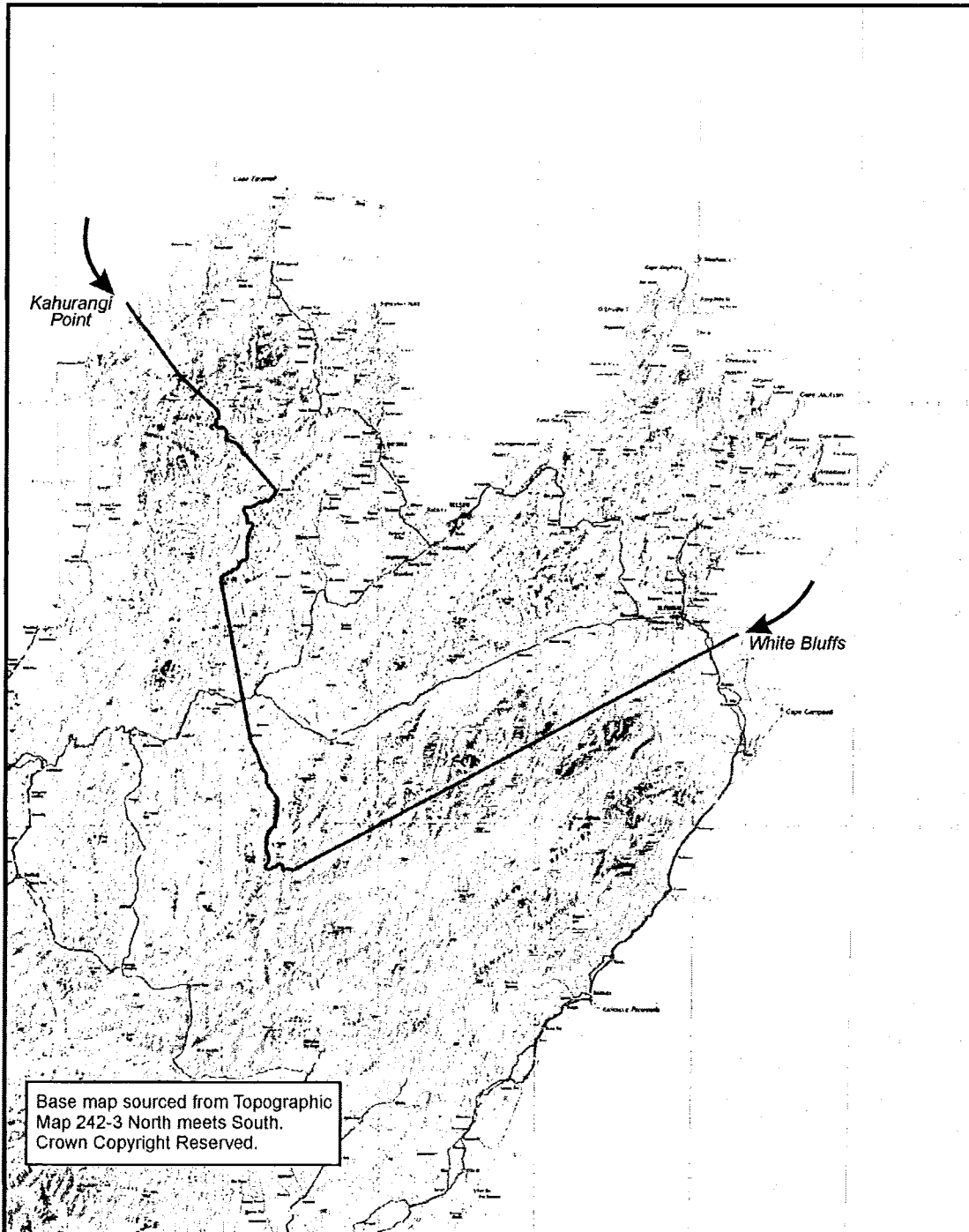
\_\_\_\_\_  
Occupation:

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

NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

4.4: MINERALS PROTOCOL

ATTACHMENT A  
MINERALS PROTOCOL AREA



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

This Minerals 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 Minerals Protocol, but only after consulting with Te Pātaka a Ngāti Kōata trustees and having particular regard to their views (section [number]).

**2. Noting**

- 2.1 A summary of the terms of this Minerals Protocol must be added:

2.1.1 in a register of protocols maintained by the chief executive; and

2.1.2 in the minerals programme affecting the Minerals Protocol Area when those programmes are replaced;

but the addition;

2.1.3 is for the purpose of public notice only; and

2.1.4 does not amend the minerals programmes for the purposes of the Crown Minerals Act 1991 (section [number]).

**3. Limits**

- 3.1 This Minerals Protocol does not:

3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (including the Crown Minerals Act 1991) and government policy, including:

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a Protocol to, or interacting or consulting with, anyone the Crown considers appropriate, including any iwi, hapu, marae, whanau, or representative of tangata whenua (section [number]); or

3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of [**Ngāti Kōata**] or a representative entity (section [number]); or

3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown owned minerals (section [number]).

- 3.2 In this Summary of the Terms of Issue, “representative entity” has the same meaning as it has in the Deed of Settlement.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**4.4: MINERALS PROTOCOL**

**4. Breach**

- 4.1 Subject to the Crown Proceedings Act 1950, Te Pātaka a Ngāti Kōata trustees may enforce this Minerals Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section [number]).
- 4.2 A breach of this Minerals Protocol is not a breach of the Deed of Settlement (clause 5.51).

---

**5. ENCUMBRANCES**

---

---

**5.1 WHANGARAE BAY (OKIWI BAY) RIGHT TO CONVEY WATER**

---

**Clause 5.53.2**



**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.1: WHANGARAE BAY (OKIWI BAY) RIGHT TO CONVEY WATER**

**THIS DEED** is made **BETWEEN**

**HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (hereinafter together with her successors and assignees) (the **Grantor**)

**AND**

**[THE TRUSTEES OF TE PĀTAKA A NGĀTI KŌATA]** (the **Grantee**)

**BACKGROUND**

The *Grantee* is the Registered Proprietor of all the land described as Section 1 SO 430484 ("Dominant Tenement"). For the purpose of clarification the *Grantee* includes the servants, tenants, workmen and agents.

The *Grantor's* land is described as Section 3 SO 430484 ("Servient Tenement").

**TERMS OF THIS DEED**

**Grant of Right to Convey Water**

1. Under clause [5.20.2] of the Deed of Settlement dated [ ] between the Grantor, Ngāti Kōata and Te Pātaka a Ngāti Kōata (the "Deed of Settlement") and section [ ] of [*Insert the name of the Settlement Legislation*] the Grantor grants to the Grantee a right to convey water over that part of the Servient Tenement described as Area "B" on SO 430484 ("Easement Land"), together with the rights and powers set out in Schedule 4 of the Land Transfer Regulations 2002, except to the extent that they are modified or negated by the terms or conditions set out in this Deed, to the intent that the right to convey water shall be forever appurtenant to the Dominant Tenement. The rights set out in Schedule 5 to the Property Law Act 2007 are excluded from this Deed.

**Right of Access**

2. The Grantee shall have a right of access along such parts of the Easement Land as are allocated for such purpose by the Grantor from time to time with or without vehicles, plant and associated equipment, solely for the purpose of allowing the Grantee to exercise any of the rights granted under this Deed at any time, provided that:
  - (a) except in the case of emergency no such rights of access will be exercised without the prior consent of the Grantor; and
  - (b) in exercising such rights of access, the Grantee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Easement Land and shall immediately reinstate the Easement Land or any improvements thereon (including restoring the surface thereof and replanting vegetation) where any damage is caused in the process of exercising the right of access; and
  - (c) if the Grantee fails within six months after the date when written notice of such damage is provided by the Grantor to the Grantee to reinstate the Easement Land and any improvements thereon (including destroying the surface thereof

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.1: WHANGARAE BAY (OKIWI BAY) RIGHT TO CONVEY WATER**

and replanting vegetation), the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, undertake the necessary work and recover costs for this work from the Grantee.

**Repair and Maintenance**

3. The Grantee shall repair and maintain all equipment necessary for the easement purpose, at its cost in all things, so as to keep the equipment in good order, condition and repair and to prevent the equipment from becoming a danger or nuisance.

**Erection of Notice etc**

4. 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 to erect fences, barriers and signs and notices warning of any danger. The Grantee must obtain the Grantor's prior written consent before taking any such measures.

**Grantor's Consent**

5. In all cases where the prior consent or approval of the Grantor is required under this Deed, such consent shall not be unreasonably withheld, delayed or granted upon unreasonable conditions.

**Application for Resource Consents**

6. (a) The Grantee shall be entitled 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 Deed in the same manner as if it were a registered proprietor of the Easement 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. Where any relevant application would not grant, if successful, to the Grantee 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 Deed then the Grantor shall be obliged to not lodge any objection to such application.
- (b) Notwithstanding the provisions of clause 6(a) the Grantee will not be entitled to apply for resource consents and any other statutory consents as if it were the registered proprietor of the Easement Land if those resource consents or statutory consents relate to increasing the maximum operating levels for the storage of water on the Easement Land or relate to decreasing the minimum operating levels for storage of water on the Easement Land or relate to the extension or renewal of the Grantee's previously held resource consents or statutory consents after they lapse, expire or become reviewable. In such a situation, the Grantee shall apply for the necessary resource consents and other statutory consents in its own right and the Grantor will be entitled to participate in the resource consent or statutory consent process as an independent party and, in particular, may object to the granting of those consents.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.1: WHANGARAE BAY (OKIWI BAY) RIGHT TO CONVEY WATER**

**Equipment Property of Grantee**

7. Any equipment associated with the rights under this Deed constructed or installed by the Grantee on the Easement Land, 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 by the Grantor to the Grantee, the Grantee 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.

**Minimisation of Disruption**

8. The Grantee shall use all reasonable endeavours to cause as little disturbance and disruption to the carrying on of the enjoyment of the Servient Tenement by the Grantor, although the Grantor accepts that this provision shall not prevent, restrict or hinder the Grantee from carrying out its farming or public conservation (including recreation) business in a normal manner consistent with the rights granted to it in this Deed.

**No Fencing Required**

9. The Grantee shall not be required to fence any of the Easement Land unless it is required by law, a condition of a resource consent or as a condition required by the Grantor when granting any consent under this Deed where such a condition would be reasonable. If the Grantee is required to fence any of the Easement Land it shall do so at its cost and the Grantee shall first consult and agree with the Grantor as to the form, materials and location of such fencing.

**Surrender of Easement**

10. The Grantee shall be entitled at any time to surrender at its own cost all of the interest granted to it pursuant to this Deed. The Grantor shall execute any easement instrument to surrender easement (or similar document) in a form acceptable to the Grantor upon request by the Grantee.

**Dispute Resolution**

11. (a) In the event of any dispute arising between the parties in respect of or in connection with this Deed, the parties shall, without prejudice to any other right or entitlement they may have under this Deed or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of LEADR (Lawyers Engaged in Alternative Dispute Resolution).
- (b) 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,

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.1: WHANGARAE BAY (OKIWI BAY) RIGHT TO CONVEY WATER**

the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

**Notices**

12. All notices and communications under this Deed 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.

**Grantor not to interfere with Grantee's Rights**

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

**Grantee not to interfere with Grantor's Rights**

14. The Grantee shall not at any time, do permit or suffer to be done any act whereby the rights of the Grantor may be interfered with.

**SIGNED** as a Deed on [date]

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

Signature of Conservator for the  
Nelson/Marlborough Conservancy  
[ insert name ]

---

---

Signature of Witness

Witness Name:

Occupation:

Address:

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.1: WHANGARAE BAY (OKIWI BAY) RIGHT TO CONVEY WATER**

**SIGNED** by  
**[THE TRUSTEES OF TE PĀTAKA A  
NGĀTI KŌATA]** as the Grantee  
in the presence of:

)  
)  
)  
)

---

---

Signature of Witness

Witness Name:

---

Occupation:

Address:

---

**5.2 WHANGARAE BAY (OKIWI BAY) EASEMENT INSTRUMENT**

---

**Clause 5.53.2**

NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

5.2: WHANGARAE BAY (OKIWI BAY) EASEMENT INSTRUMENT

Easement instrument to grant easement or *profit à prendre*, or create land covenant  
(Sections 90A and 90F Land Transfer Act 1952)

2009/6229EF  
APPROVED  
Registrar-General of Land

Grantor

[THE TRUSTEES OF TE PĀTAKA A NGĀTI KŌATA]

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
Restrictive Covenant	SO 430484	Section 1 SO 430484	Section 3 SO 430484

NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

5.2: WHANGARAE BAY (OKIWI BAY) EASEMENT INSTRUMENT

**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 A ]~~

**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 ]~~



**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.2: WHANGARAE BAY (OKIWI BAY) EASEMENT INSTRUMENT**

**Annexure Schedule A**

Easement instrument

Dated

Page 1 of 2 pages

**Continuation of Estate or Interest to be Created**

1. The Servient Land is subject to a fencing covenant as defined in section 2 of the Fencing Act 1978.
2. The parties hereby covenant that they will at all times observe and perform all of the covenants and obligations contained in this Instrument to the intent that:
  - (a) the Servient Land shall be subject to the burden of the Restrictive Covenants contained in this Instrument for the benefit of the Dominant Land; and
  - (b) the Dominant Land will have the benefit of the Restrictive Covenants contained in this Instrument over and in respect of which any breach occurs.
3. The Grantor and the Grantee agree as follows:
  - 3.1 The Grantor must erect a fence between the boundary of the Servient Land and the Dominant Land in accordance with the terms of this Instrument, within six months from the date of registration of this Instrument.
  - 3.2 Any fence erected on the boundary between the Servient Land and the Dominant Land shall be constructed primarily of taupata hedge (or similar native species) protected on both sides by fencing material to minimise animal browsing and may include a gate at the rear of the parcel. Prior to erecting any fence, the Grantor will provide in writing details of the construction methods and materials for the fence to the Area Manager, Department of Conservation, Sounds Area Office, Picton ("the Area Manager").
  - 3.3 Construction of the fence will not commence until the Grantor has received written consent from the Area Manager. In the event that there is no Department of Conservation office in Picton, the consent shall be sought from the nearest major population centre with a Department of Conservation office.
  - 3.4 If at the expiry of the 6 month period in clause 3.1 the Grantor has not erected a fence in accordance with the terms of this Instrument, the Grantee may serve notice on the Grantor requiring the Grantor to erect a fence within 2 months of the date of the notice in accordance with specifications determined by the Grantee in accordance with the requirements in clause 3.2. In the event the Grantor has not erected the fence at the expiry of the 2 month period, the Grantee may arrange for a fence to be erected or completed and recover all costs from the Grantor.
4. The consent set out in clause 3.3 above shall not be unreasonably withheld.

NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

---

5.2: WHANGARAE BAY (OKIWI BAY) EASEMENT INSTRUMENT

DATED the \_\_\_\_\_ day of \_\_\_\_\_ 20 .

SIGNED by [the trustees of  
TE PĀTAKA A NGĀTI KŌATA] )  
)  
) \_\_\_\_\_

in the presence of:

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

Witness Name:

Occupation:

Address:

SIGNED for and on behalf of )  
HER MAJESTY THE QUEEN )  
acting by and through the )  
MINISTER OF CONSERVATION ) \_\_\_\_\_

in the presence of:

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

Witness Name:

Occupation:

Address:

---

**5.3 LUCKY BAY CONSERVATION COVENANT**

---

**Clause 5.53.3(a)**

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.3: LUCKY BAY CONSERVATION COVENANT**

**LUCKY BAY CONSERVATION COVENANT**

**Section 77 Reserves Act 1977**

**THIS DEED of COVENANT** is made this                      day of                      20

**BETWEEN**    **[INSERT TRUSTEE NAMES OF TE PĀTAKA A NGĀTI KŌATA]** (the  
                                         Owner)

**AND**                      **MINISTER OF CONSERVATION** (the Minister)

**BACKGROUND**

- A            Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.
- B            The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated 21 December 2012 and implemented by the [                      ] Act [                      ].
- C            The Land contains Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D            The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Reserve Values.

**OPERATIVE PARTS**

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

**1.        INTERPRETATION**

1.1        In this Covenant, unless the context otherwise requires:

- |                           |                                                                                                     |
|---------------------------|-----------------------------------------------------------------------------------------------------|
| <b>"Covenant"</b>         | means this Deed of Covenant made under section 77 of the Reserves Act 1977.                         |
| <b>"Director-General"</b> | means the Director-General of Conservation.                                                         |
| <b>"Fence"</b>            | includes a gate                                                                                     |
| <b>"Fire Authority"</b>   | means a fire authority as defined in the Forest and Rural Fires Act 1977.                           |
| <b>"Land"</b>             | means the land described in Schedule 1.                                                             |
| <b>"Minerals"</b>         | means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991. |

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.3: LUCKY BAY CONSERVATION COVENANT**

<b>"Minister"</b>	means the Minister of Conservation.
<b>"Natural Water"</b>	includes water contained in streams the banks of which have, from time to time, been re-aligned.
<b>"Owner"</b>	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
<b>"Reserve Values"</b>	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
<b>"Working Days"</b>	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

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

**2. OBJECTIVES OF THE COVENANT**

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

**3. IMPLEMENTATION OF OBJECTIVE**

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
  - 3.1.1 grazing of the Land by livestock;
  - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.3: LUCKY BAY CONSERVATION COVENANT**

- 3.1.3 the planting of any species of exotic tree, shrub or other plant;
  - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
  - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
  - 3.1.6 any cultivation, earth works or other soil disturbances;
  - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
  - 3.1.8 the damming, diverting or taking of Natural Water;
  - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
  - 3.1.10 any other activity which might have an adverse effect on the Reserve Values;
  - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
  - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
  - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
  - 3.2.3 keep the Land free from exotic tree species;
  - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
  - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 4.1.2;
  - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.3: LUCKY BAY CONSERVATION COVENANT**

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

**4. THE MINISTER'S OBLIGATION AND OTHER MATTERS**

- 4.1 The Minister must:
- 4.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.
  - 4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.
- 4.2 The Minister may:
- 4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;
  - 4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

**5. JOINT OBLIGATIONS**

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

**6. DURATION OF COVENANT**

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

**7. OBLIGATIONS ON SALE OF LAND**

- 7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.
- 7.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.
- 7.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this

**5.3: LUCKY BAY CONSERVATION COVENANT**

Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

**8. CONSENTS**

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

**9. MISCELLANEOUS MATTERS**

**9.1 Rights**

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

**9.2 Trespass Act**

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

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

**11.3 Reserves Act**

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

**11.4 Registration**

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

**11.5 Acceptance of Covenant**

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

**10.1 Fire**

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

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

- (a) requested to do so; or



**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.3: LUCKY BAY CONSERVATION COVENANT**

- (b) if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

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

**10. DEFAULT**

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

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

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

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

10.2.1 advise the defaulting party of the default;

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

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

**11. DISPUTE RESOLUTION PROCESSES**

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

**11.2 Mediation**

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

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

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.3: LUCKY BAY CONSERVATION COVENANT**

**11.3 Failure of Mediation**

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

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

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

**12. NOTICES**

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

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

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

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

Executed as a Deed

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

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.3: LUCKY BAY CONSERVATION COVENANT**

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: \_\_\_\_\_ )

\_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.3: LUCKY BAY CONSERVATION COVENANT**

**SCHEDULE 1**

**Description of Land:**

Nelson Land District: Marlborough District. 14.1130 hectares, more or less, being Part Section 1 SO 436126, as shown marked "A" on SO 436126.

**Reserve Values of Land to be protected:**

To protect the natural landscape amenity values of the area which sits within a wider sea to ridge line vista of native vegetation. The bush clad landscape of the bay and its headland is very visible from the sea and the headland area is particularly prominent to users of the nearby Department of Conservation camping site.

To protect and enhance the natural character of the Land with particular regard to the indigenous flora and fauna. The Land forms part of the large old intact forest area that forms a large part of the eastern vista of D'urville Island and is possum free, so is less impacted on than mainland forest areas. Canopy cover is dense and highlighted by kohe kohe species

To preserve the historical value of the Land. There are no officially known archaeological sites on the Land, but archaeological sites may be present.

NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

---

5.3: LUCKY BAY CONSERVATION COVENANT

**SCHEDULE 2**

**Address for Service**

The address for service of the Owner is:

137 Vickerman Street  
PO Box 1659  
Nelson 7040

Fax: +64 4 548 2569

The address for service of the Minister is:

c/- Area Manager, Sounds Area Office  
Department of Conservation  
Port Marlborough Building  
14 Auckland Street  
PO Box 161  
Picton 7250

Phone: +64 3 520 3002

Fax: +64 3 520 3003



---

**5.4 WHANGARAE ESTUARY CONSERVATION COVENANT**

---

**Clause 5.53.3(c)**

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

**5.4: WHANGARAE ESTUARY CONSERVATION COVENANT**

**WHANGARAE ESTUARY CONSERVATION COVENANT**

**Section 77 Reserves Act 1977**

**THIS DEED of COVENANT** is made this                                 day of                                 20

**BETWEEN**     **[INSERT TRUSTEE NAMES OF TE PĀTAKA A NGĀTI KŌATA]** (the  
                  Owner)

**AND**             **MINISTER OF CONSERVATION** (the Minister)

**BACKGROUND**

- A       Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values
- B       The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated 21 December 2012 and implemented by the [                     ] Act [           ].
- C       The Land contains Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D       The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Reserve Values.

**OPERATIVE PARTS**

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

**1.       INTERPRETATION**

1.1     In this Covenant, unless the context otherwise requires:

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



**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.4: WHANGARAE ESTUARY CONSERVATION COVENANT**

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

1.2 For avoidance of doubt:

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

**2. OBJECTIVES OF THE COVENANT**

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

**5.4: WHANGARAE ESTUARY CONSERVATION COVENANT**

**3. IMPLEMENTATION OF OBJECTIVE**

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock;
  - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or
  - 3.1.3 the planting of any species of exotic tree, shrub or other plant;
  - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
  - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
  - 3.1.6 any cultivation, earth works or other soil disturbances;
  - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
  - 3.1.8 the damming, diverting or taking of Natural Water;
  - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
  - 3.1.10 any other activity which might have an adverse effect on the Reserve Values;
  - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
  - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
  - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
  - 3.2.3 keep the Land free from exotic tree species;
  - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.4: WHANGARAE ESTUARY CONSERVATION COVENANT**

authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 4.1.2;

3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

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

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

**4. THE MINISTER'S OBLIGATION AND OTHER MATTERS**

4.1 The Minister must:

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

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

4.2 The Minister may:

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

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

**5. JOINT OBLIGATIONS**

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

**6. DURATION OF COVENANT**

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

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.4: WHANGARAE ESTUARY CONSERVATION COVENANT**

**7. OBLIGATIONS ON SALE OF LAND**

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

**8. CONSENTS**

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

**9. MISCELLANEOUS MATTERS**

**9.1 Rights**

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

**9.2 Trespass Act**

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

**11.3 Reserves Act**

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

**11.4 Registration**

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

**11.5 Acceptance of Covenant**

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

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.4: WHANGARAE ESTUARY CONSERVATION COVENANT**

**10.1 Fire**

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

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

(a) requested to do so; or

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

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

**10. DEFAULT**

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

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

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

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

10.2.1 advise the defaulting party of the default;

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

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

**11. DISPUTE RESOLUTION PROCESSES**

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

**5.4: WHANGARAE ESTUARY CONSERVATION COVENANT**

**11.2 Mediation**

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

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

**11.3 Failure of Mediation**

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

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

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

**12. NOTICES**

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

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

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

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

NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

5.4: WHANGARAE ESTUARY CONSERVATION COVENANT

Executed as a Deed

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

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

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: \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.4: WHANGARAE ESTUARY CONSERVATION COVENANT**

**SCHEDULE 1**

**Description of Land:**

Nelson Land District: Marlborough District. 8.0890 hectares, more or less, being Part Section 2 SO 430484 as shown marked "C" on SO 430484.

**Reserve Values of Land to be protected:**

To protect and enhance the natural character of the Land with particular regard to the indigenous flora and fauna. Mature unmodified Forest is situated on the land, and is one of the few areas in the Outer Sounds where such forest comes to the water's edge.

To protect the landscape amenity of the Land and indigenous vegetation. In the future it will continue to be surrounded on three sides by the reserve. Land around eastern side of the Whangarae Estuary is one of the least disturbed estuaries in the Sounds with a continuous forest cover. This cover provides an undisturbed foreground to those viewing the Whangarae Estuary from the popular lookout on the French Pass Road and from users of new walking track created by the Okiwi Community on the ridge separating Whangarae and Okiwi Bays.

To preserve the historical value of the Land. Although there are no officially known archaeological sites, the historical occupation of land surrounding the Estuary means archaeological sites are possibly situated on the Land.



NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

---

5.4: WHANGARAE ESTUARY CONSERVATION COVENANT

**SCHEDULE 2**

**Address for Service**

The address for service of the Owner is:

137 Vickerman Street  
PO Box 1659  
Nelson 7040

Fax: +64 4 548 2569

The address for service of the Minister is:

c/- Area Manager, Sounds Area Office  
Department of Conservation  
Port Marlborough Building  
14 Auckland Street  
PO Box 161  
Picton 7250

Phone: +64 3 520 3002

Fax: +64 3 520 3003



---

**5.5 WHARF ROAD (OKIWI BAY) CONSERVATION COVENANT**

---

**Clause 5.53.3(b)**

NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

5.5: WHARF ROAD (OKIWI BAY) CONSERVATION COVENANT

WHARF ROAD (OKIWI BAY) CONSERVATION COVENANT

Section 77 Reserves Act 1977

THIS DEED of COVENANT is made this                      day of                      20

BETWEEN    [INSERT TRUSTEE NAMES OF TE PĀTAKA A NGĀTI KŌATA] (the  
Owner)

AND            MINISTER OF CONSERVATION (the Minister)

**BACKGROUND**

- A            Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values
- B            The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated 21 December 2012 and implemented by the [                      ] Act [                      ].
- C            The Land contains Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D            The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Reserve Values.

**OPERATIVE PARTS**

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

1.        **INTERPRETATON**

1.1        In this Covenant, unless the context otherwise requires:

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

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.5: WHARF ROAD (OKIWI BAY) CONSERVATION COVENANT**

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

**1.2 For avoidance of doubt:**

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

**2. OBJECTIVES OF THE COVENANT**

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

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.5: WHARF ROAD (OKIWI BAY) CONSERVATION COVENANT**

**3. IMPLEMENTATION OF OBJECTIVE**

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

- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or
- 3.1.3 the planting of any species of exotic tree, shrub or other plant;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
- 3.1.6 any cultivation, earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.8 the damming, diverting or taking of Natural Water;
- 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
- 3.1.10 any other activity which might have an adverse effect on the Reserve Values;
- 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
- 3.1.12 the erection of utility transmission lines across the Land.

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

- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
- 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
- 3.2.3 keep the Land free from exotic tree species;
- 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
- 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.5: WHARF ROAD (OKIWI BAY) CONSERVATION COVENANT**

authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 4.1.2;

3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

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

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

**4. THE MINISTER'S OBLIGATION AND OTHER MATTERS**

4.1 The Minister must:

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

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

4.2 The Minister may:

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

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

**5. JOINT OBLIGATIONS**

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

**6. DURATION OF COVENANT**

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

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.5: WHARF ROAD (OKIWI BAY) CONSERVATION COVENANT**

**7. OBLIGATIONS ON SALE OF LAND**

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

**8. CONSENTS**

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

**9. MISCELLANEOUS MATTERS**

**9.1 Rights**

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

**9.2 Trespass Act**

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

**9.3 Reserves Act**

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

**9.4 Registration**

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

**9.5 Acceptance of Covenant**

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



**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.5: WHARF ROAD (OKIWI BAY) CONSERVATION COVENANT**

**9.6 Fire**

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

**10. DEFAULT**

- 10.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:
- 10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and
  - 10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.
- 10.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:
- 10.2.1 advise the defaulting party of the default;
  - 10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
  - 10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

**11. DISPUTE RESOLUTION PROCESSES**

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

**5.5: WHARF ROAD (OKIWI BAY) CONSERVATION COVENANT**

**11.2 Mediation**

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

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

**11.3 Failure of Mediation**

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

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

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

**12. NOTICES**

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

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

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

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

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.5: WHARF ROAD (OKIWI BAY) CONSERVATION COVENANT**

Executed as a Deed

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

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

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: \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

---

5.5: WHARF ROAD (OKIWI BAY) CONSERVATION COVENANT

**SCHEDULE 1**

**Description of Land:**

Nelson Land District: Marlborough District. 1.3500 hectares, more or less, being Section 1 SO 429448.

**Reserve Values of Land to be protected:**

To protect the landscape amenity of the Land and indigenous vegetation. The Land sits within a wider sea to ridgeline vista of advanced regenerating native vegetation in Okiwi Bay. The bush clad landscape of the bay is very visible from the village of Okiwi Bay and from the sea and a public road passes above and abuts the Land.

To protect and enhance the natural character of the Land with particular regard to the indigenous flora and fauna. The existing native vegetation has an over story of large Manuka/Kanuka with an understory of hardwoods. Common gecko (*Hoplodactylus maculates*) have previously been found on the Land. The presence of threatened Black (Swamp) Maire seedlings is a possibility given the proximity to the Black Maire Scenic Reserve.

NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

---

5.5: WHARF ROAD (OKIWI BAY) CONSERVATION COVENANT

**SCHEDULE 2**

**Address for Service**

The address for service of the Owner is:

137 Vickerman Street  
PO Box 1659  
Nelson 7040

Fax: +64 4 548 2569

The address for service of the Minister is:

c/- Area Manager, Sounds Area Office  
Department of Conservation  
Port Marlborough Building  
14 Auckland Street  
PO Box 161  
Picton 7250

Phone: +64 3 520 3002

Fax: +64 3 520 3003



---

**5.6 HE PUTANGA HUA (RIGHT OF WAY FOR MOAWHITU FISHING RESERVE)**

---

**Clause 5.57**

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.6: HE PUTANGA HUA (RIGHT OF WAY FOR MOAWHITU FISHING RESERVE)**

**THIS DEED** is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

**AND**           **[THE TRUSTEES OF TE PĀTAKA A NGĀTI KŌATA]** (the **Grantee**)

**BACKGROUND**

- A.     The Grantor is the registered proprietor of that land contained in computer freehold register NL11C/237 which is held for scenic purposes under the Reserves Act 1977.
- B.     The Grantor has agreed to grant to the Grantee a right of way over the Grantor's Land on the terms and conditions set out in this Deed.
- C.     The parties have entered into this Deed to clarify the respective parties' rights and interests.
- D.     This Deed is intended to bind the parties and their successors in title unless otherwise stated.

**TERMS OF THIS DEED**

**Grant Right of Access**

- 1     Pursuant to clause [ ] of the Deed of Settlement dated 21 December 2012 (the "Deed of Settlement") and section [ ] of [*Insert the name of the Settlement Legislation*] the Grantor grants to the Grantee a vehicular right of way as an easement in gross over the Easement Area on the terms and conditions contained in this Deed, and in so far as they are consistent, the rights and powers set out in Schedule 4 of the Land Transfer Regulations 2002 are implied herein. The rights set out in Schedule 5 to the Property Law Act 2007 are excluded from this Deed.

**Right of Way Easement Terms**

- 2     The Grantee shall have a right to pass and re-pass from time to time and at all times, with or without vehicles, over and along the Easement Area subject to the following conditions:
  - 2.1.1   the Grantor shall at all times be entitled to maintain locked gateways across the Easement Area for the purpose of controlling public vehicular access;
  - 2.1.2   the Grantee shall ensure that at all times all gates are shut and locked immediately after use;
  - 2.1.3   the Grantee acknowledges that the Easement Area is prone to damage (particularly due to the absence of a formed roadway in places) and shall at all times avoid overuse of the Easement Area and ensure that unnecessary damage is not caused to the Easement Area;



**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.6: HE PUTANGA HUA (RIGHT OF WAY FOR MOAWHITU FISHING RESERVE)**

- 2.1.4 the Grantee shall not use the Easement Area for any purpose other than for access purposes;
- 2.1.5 the Grantee shall travel at a responsible speed across the Easement Area having due regard to the nature of the formation of the Easement Area and shall avoid inconvenience to users of any areas adjacent to the Easement Area; and
- 2.1.6 for the avoidance of doubt, the Grantee shall at no time use a vehicle to pass across the Airstrip.

**Repair and Maintenance**

- 3 Subject to clauses 4 to 8 of this Deed, the costs of repair, renewal and maintenance of the Easement Area (excluding that part of the Easement Area marked A-B on the attached map) must be borne by the parties in the proportion to the amount and nature of their individual use of the Easement Area.
- 4 The Grantee shall be entitled to repair, maintain and upgrade that part of the Easement Area marked A-B at its own cost.
- 5 The Grantee shall obtain the Grantor's prior written consent before carrying out any repair, maintenance or upgrade to that part of the Easement Area marked A-B. The Grantor's consent must not be unreasonably withheld or delayed. The Grantee shall at all times comply with any conditions of the Grantor's consent.
- 6 The Grantee acknowledges that any repair, maintenance or upgrade to that part of the Easement Area marked A-B shall at no times encroach on the Grantor's Land outside the Easement Area unless the prior written consent of the Grantor has been obtained. The Grantee shall comply with any conditions of the Grantor's consent.
- 7 On completion of any repair, maintenance or upgrade to that part of the Easement Area marked A-B, the Grantee shall immediately make good any damage to the Grantor's Land by restoring the Grantor's Land as nearly as possible to its former condition and to the Grantor's reasonable satisfaction.
- 8 The Grantor is not liable to make any contribution to any repair, maintenance or upgrade by the Grantee of that part of the Easement Area marked A-B.

**General Terms**

- 9 The parties acknowledge and agree that it is not the parties' intention to register this Deed. However, if requested by the Grantee the Grantor must sign all such documents and do all such reasonable things that may be required to register the Deed, provided however that the Grantee shall meet all the costs relating to the creation of a registrable easement, including but not limited to the costs of materials, labour, survey, legal advice (including the Grantor's costs), plan and registration fees and local authority fees.
- 10 Despite this Deed not being registered against the computer freehold register of the Grantor's Land, the parties acknowledge and agree that from the date both parties have signed this Deed, the parties shall be bound by the terms contained herein.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**5.6: HE PUTANGA HUA (RIGHT OF WAY FOR MOAWHITU FISHING RESERVE)**

- 11 In the event the Grantor wishes to sell the Grantor's Land the Grantor shall first arrange for the proposed purchaser to enter into a deed of assignment or covenant covenanting with the Grantee to observe and perform the Grantor's covenants and obligations contained in this Deed. The costs relating to such replacement deed shall be met by the Grantor.
- 12 The Grantee shall be entitled to caveat the Grantor's Land to protect its rights under this Deed. The caveat may only prevent the registration of a transfer of the Grantor's Land but shall not prevent the registration of any other instrument. The Grantee agrees to provide its consent to any dealings in this regard.
- 13 The Grantee acknowledges that, despite the terms of this Deed:
- (a) the Grantor retains full and unrestricted rights to grant other rights and interests in respect of the Grantor's Land and the Easement Area, including grazing licences; and
  - (b) for as long as the Grantor's Land remains subject to the Reserves Act 1977, the Grantor and members of the public have full and unencumbered access to pass and re-pass at all times on foot across and along the Easement Area, and with vehicles across and along that part of the Easement Area on the eastern side of the lagoon up to the point of the locked gate beside the lagoon.

**Severability**

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

**Delegation**

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

**Notices**

- 16 Notices to a party to this Deed may be given in the same manner as under part 3 of the General Matters Schedule of the Deed of Settlement.
- 17 The Grantee's address for notices under clause 16 is as follows:

137 Vickerman Street  
PO Box 1659  
Nelson 7040

Fax: +64 4 548 2569

NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

---

5.6: HE PUTANGA HUA (RIGHT OF WAY FOR MOAWHITU FISHING RESERVE)

**Definitions and Interpretation**

18 In this Deed unless the context otherwise requires:

“**Airstrip**” means the area as marked on the attached map;

“**Deed**” means this deed;

“**Easement Area**” means that part of the Grantor’s Land over which the right of way under this Deed is granted as defined by the area marked red on the attached map;

“**Grantee**” means the [Governance Entity as per the Deed of Settlement] and includes any licensee, lessee, its employees, contractors, invitees, successors or assigns;

“**Grantor**” means Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation and includes any other owners from time to time of the Grantor’s Land;

“**Grantor’s Land**” means all the land in computer freehold register NL 11C/237 held for scenic reserve purposes under the Reserves Act 1977; and

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

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

Executed as a Deed

Signed for and on behalf of )  
**HER MAJESTY THE QUEEN** in right of New )  
Zealand, as Grantor, by the Conservator for the )  
Nelson/Marlborough Conservancy acting for the )  
Minister of )  
Conservation under delegated authority in )  
accordance with sections 57 and 58 of the )  
Conservation Act 1987 and section 41 of the )  
State Sector Act 1988 )

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

**5.6: HE PUTANGA HUA (RIGHT OF WAY FOR MOAWHITU FISHING RESERVE)**

Signature of Conservator for the Nelson/ )  
Marlborough Conservancy )  
[ **insert name** ], )  
in the presence of: )

\_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** by [the trustees of )  
**TE PĀTAKA A NGĀTI KŌATA]**as Grantee in the )  
presence of: )  
)

\_\_\_\_\_

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

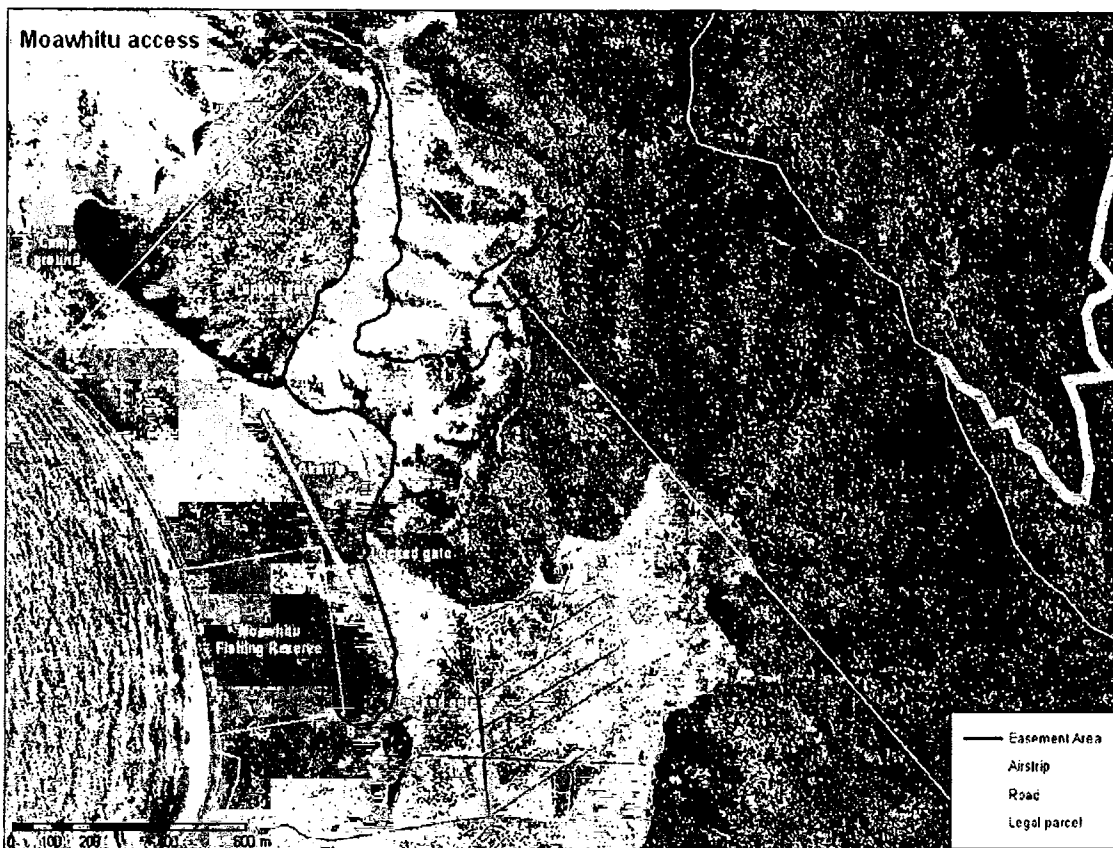
\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

5.6: HE PUTANGA HUA (RIGHT OF WAY FOR MOAWHITU FISHING RESERVE)



(

---

**6. LEASES FOR LEASEBACK PROPERTIES**

---

(

(

---

**6.1 LEASE FOR MINISTRY OF EDUCATION LEASEBACK PROPERTIES**

---

(

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**MINISTRY OF EDUCATION  
TREATY SETTLEMENT LEASE**

**MEMORANDUM OF LEASE** dated 20

**LESSOR** ("the Lessor")

**LESSEE** **HER MAJESTY THE QUEEN** acting by and through the Secretary for Education ("the Lessee")

- A. The Lessor owns the Land described in Item 1 of Schedule A ("the Land").
- B. The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Memorandum.
- C. 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.
- D. The Lessor and the Lessee agree to the conditions in Schedule B.
- 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 in Schedules A and B.

**SIGNED** for \_\_\_\_\_

\_\_\_\_\_

as Lessor by two of its trustees:

\_\_\_\_\_  
Trustee's Signature

\_\_\_\_\_  
Trustee's Full Name (please print)

\_\_\_\_\_  
Trustee's Signature

\_\_\_\_\_  
Trustee's Full Name (please print)

**SIGNED** for and on behalf )  
of **HER MAJESTY THE QUEEN** as Lessee by )  
\_\_\_\_\_)  
\_\_\_\_\_)

In the presence of:  
\_\_\_\_\_



**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**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**

[\$ ] plus GST per annum payable monthly in advance on the first day of each month with a first payment due on the [Date] day of [Month & Year].

**ITEM 4 TERM OF LEASE**

21 Years.

**ITEM 5 LESSEE OUTGOINGS**

5.1 Rates and levies payable to any local or territorial authority, excluding only 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)

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 from [Date], and each 21<sup>st</sup> yearly anniversary after that date.

**ITEM 8 RENT REVIEW DATES**

[Date] and 7 yearly after that Date.

**ITEM 9 LESSEE'S IMPROVEMENTS**

As defined in clause 1.8 and including the following existing improvements: [List 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 or sublessee or licensee of the Lessee on the Land].





**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**SCHEDULE B**

**1 Definitions**

- 1.1 The expression "the Lessor" includes and binds:
- (a) the persons executing this Lease as Lessor; and
  - (b) any Lessor for the time being under it; and
  - (c) all the respective executors, administrators, successors, assigns and successors in the title of each Lessor and if more than one jointly and severally.
- 1.2 The expression "the Lessee" includes and binds:
- (a) the person executing this Lease as Lessee; and
  - (b) all the Lessees for the time being under it; and
  - (c) all the respective executors, administrators, successors, assigns and successors in the title of each Lessee and if more than one jointly and severally.
- 1.3 "Crown" has the meaning given to it in section 2(1) of the Public Finance Act 1989 and includes:
- (a) Her Majesty the Queen in right of New Zealand; and
  - (b) all Ministers of the Crown and all Departments.
- 1.4 "Crown Body" means:
- (a) the Crown (whether acting through a Minister or otherwise);
  - (b) a Crown entity (as defined in section 7(1) of the Crown Entities Act 2004);
  - (c) a state enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); or
  - (d) any company or body which is wholly owned or controlled by any one or more of the following:
    - i the Crown;
    - ii a Crown entity; or
    - iii a state enterprise;and includes:
    - iv a subsidiary of, or related company to, a company or body referred to it in clause 1.4 (d); and
    - v the New Zealand Railways Corporation.
- 1.5 "Department" has the meaning given to it in section 2 of the Public Finance Act 1989.
- 1.6 "Education Purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.7 "The Land", "The Start Date", "Annual Rental", "Term of Lease", "Lessee's Outgoings" and "Permitted Use" have the meanings set out in Schedule A.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

- 1.8 "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.
- 1.9 "Lessee's Outgoings" means all outgoings the Lessee is obliged to pay under this Lease.
- 1.10 "Maintenance" includes repair.
- 1.11 "Sublet" and "sublease" include the granting of a licence to occupy the Land or part of it.
- 1.12 References to a statute include regulations, orders, rules or notices made under that statute and include all amendments to or replacements of that statute.

**2 Payment of Annual Rent**

- 2.1 The Lessee will pay the Annual Rent as provided in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at 6.25% of the Transfer Value of the Land.

**3 Rent Review**

When a party initiates the rent review process as set out in clause 3.5:

- 3.1 At each rent review the Annual Rent will be calculated at 6.25% of the value calculated at the mid point between the Current Market Value of the Land as a School Site set out in clause 3.2 and the Nominal Value as set out in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1 above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 The highest and best use referred to in clause 3.2 is to be based on the zoning for the Land in force at the beginning of that Term.
- 3.4 The Nominal value is:
- (a) for the first Rent Review Date: a value based on 4% growth per annum of the Transfer Value of the Land
  - (b) for subsequent Rent Review Dates: a value based on 4% growth per annum of the reset value fixed under clause 3.1 above.
- 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 which the notifying party considers should be charged from that Rent Review Date.
  - (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the notifying party's 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 working days after it receives the notice to issue a notice disputing the proposed new rent, in which case the steps set out in (d) to (k) below must be followed.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

- (d) Until the new rent has been determined, 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 28 days then the new rent may be determined either:
  - i. by one party giving written notice to the other requiring the new 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 28 days each party will appoint a valuer and give written notice of the appointment to the other party.
- (h) 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 to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new rent by agreement. If they fail to agree within 56 days the rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the valuers or umpire within the period, and on the conditions, set by the valuers or umpire. Each party must consider any representations but is not bound by them.
- (k) When the rent has been determined, the umpire or valuers must give written notice of it to the parties. Notice given by an umpire must provide how the costs of the determination are to be divided and the parties must pay their share accordingly. If the rent is determined by the parties' valuers and not the umpire, the parties will pay their own costs.
- (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 Lessor's notice if such notice is given later than three months after the Rent Review Date.
- (m) The rent review 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 creditors concerned.

**5 Valuation Roll**

Where this lease is registered under section 115 of the Land Transfer Act 1952 and is for a term of not less than 10 years (including renewals):

- 5.1 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land; and
- 5.2 the Lessee will be responsible for payment of any rates.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**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 territorial or 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 rental and other payments payable by the Lessee under this lease.

**8 Interest**

If the Lessee fails to pay within 14 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 overdraft accommodation plus a margin of 4% 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:

- (a) Education Purposes; and/or
- (b) any other Public Work, including any lawful secondary or incidental use, PROVIDED THAT any such Public Work or use is:
  - i. required for wider social and health initiatives that complement the school; and
  - ii. compatible with the core use of the Land as a school site.

**10 Designation**

The Lessor consents to the Lessee seeking 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, provided that the Lessee agrees to notify the Lessor of any material change in designation.

**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:

- (a) take all reasonable steps to minimise any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used on the Land in accordance with all relevant Legislation; and
- (b) promptly remedy any hazard that may arise on the Land.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

- 12.2 The Lessor agrees to remedy promptly and at its own cost any hazard arising from any altered state of the Land caused by any natural event including flood, earthquake, slip and erosion.

**13 Contamination**

- 13.1 When this Lease ends the Lessee agrees to remedy any Contamination which has been caused by the Lessee's use of the Land by restoring the Land to a standard reasonably fit for human habitation.
- 13.2 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.
- 13.3 In this provision "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.

**14 Maintenance of Lessee's Improvements**

The Lessee must at its expense keep any Lessee's Improvements in good condition during the Term of this Lease.

**15 Construction of or Alterations to Lessee's Improvements**

- 15.1 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.
- 15.2 The Lessee may without the Lessor's consent conclude 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.
- 15.3 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.

**16 No Lessor Maintenance**

The Lessee acknowledges that the Lessor has no maintenance obligations for any of the Lessee's Improvements on the Land.

**17 Lessor's Acknowledgments as to Lessee's Improvements**

The Lessor acknowledges that:

- (a) Despite any rule of law or equity to the contrary, the Lessee will own all Lessee's Improvements whether or not attached to the land throughout the period of this Lease and any improvements owned by third parties shall continue to be owned by those third parties.
- (b) The Lessee must insure the Lessee's Improvements in its own name or self insure.
- (c) If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and the Lessee will own any insurance proceeds.



**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

- (d) 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.
- (e) 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 3 working days from the date of their receipt by the Lessor.
- (f) The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Period 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 13.

**18 Removal of Lessee's Improvements**

- 18.1 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without being obliged to pay the Lessor any compensation for their removal if they are removed by the expiry date. The Lessor's consent is not required to any removal.
- 18.2 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvement 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.
- 18.3 The Lessor must not impede the removal of any Lessee's Improvements from the Land at any time during the Term of the Lease.
- 18.4 Improvements are to be left in a clean, tidy and safe state.

**19 Rubbish Removal**

The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.

**20 Signs**

The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessor's consent is needed for other signs. The Lessee must remove all signs at the end of the Lease.

**21 Insurance**

- 21.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.
- 21.2 Each party has the right (subject to the rights of any of its mortgagees) to decide whether or not to reinstate any property insured by it, and the other party must abide by that decision.
- 21.3 The Lessee shall ensure that any third party permitted to occupy part of the Land which is not a Crown Body must have adequate insurance at its own cost against all public liability.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**22 Fencing**

- 22.1 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 owned by the Lessor.
- 22.2 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.

**23 Quiet Enjoyment**

- 23.1 If the Lessee pays the rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Period without any interruption by the Lessor or any person claiming by, through or under the Lessor.
- 23.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

**24 Benefits to Land Not to be Restricted or Cancelled**

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.

**25 Assignment**

- 25.1 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 Crown Body; or
  - (b) any other party provided that the assignment complies with the Education Act 1989 and the Public works Act 1981.
- 25.2 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).
- 25.3 Without limiting clause 25.1, 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 25 or a subletting for the purposes of clause 26.
- 25.4 The Lessee has the right to dispose of or transfer all or part of its interest in the Land under section 40, 41, 42, 50 or 52 of the Public Works Act 1981 and this will not be deemed to be an assignment for the purposes of clause 25 or a subletting for the purposes of clause 26.
- 25.5 If the Lessee proposes to enter into any assignment in which the Land will no longer be used for Education Purposes, the Lessor may, as a precondition to the grant of its consent, require the assignee to renegotiate in good faith the provisions of this Lease.

**26 Subletting**

- 26.1 Provided that the Land continues to be used for the Education Purposes, the Lessee has the right to sublet or grant a licence without the Lessor's consent to:
- (a) any Crown Body; or

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

- (b) any other party provided that the sublease or licence complies with the Education Act 1989 and the Public works Act 1981.

26.2 If the Lessee wishes to sublet 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).

**27 Occupancy by School Board of Trustees**

27.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on the terms and conditions set by the Lessee in accordance with the Education Act 1989 and otherwise consistent with this Lease and with the lawful functions of a board of trustees.

27.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 26 extends to any board of trustees occupying the Land.

27.3 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 shall continue in effect until that licence or lease ends.

27.4 For the avoidance of doubt, the board of trustees is responsible for complying with all health and safety requirements in accordance with the Property Occupancy Document notified to the board by the Secretary for Education.

**28 Lessee Break Option**

28.1 Subject to clause 28.2, the Lessee may at any time end this Lease by giving not less than 6 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.

28.2 For the initial term only, the Lessee will pay a further 24 months rent to the Lessor in addition to the 12 months specified in clause 28.1.

**29 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.

**30 Notice of Breach**

30.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 29 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 one month of the notice; or
- (b) by undertaking in writing to the Lessor within one month of the notice to remedy the breach and then remedying it within a reasonable time having regard to the nature and extent of it; or
- (c) by paying to the Lessor within three months of the notice compensation of an amount that is to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of it.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

30.2 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.

**31 Renewal**

31.1 If the Lessee has performed its obligations under this Lease and given written notice to renew the Lease at least twelve months before the end of the initial term of 21 years then the Lessor will renew the Lease for the next further term from the renewal date and each party will meet its own costs relating to the renewal.

31.2 The Annual Rent must be agreed or determined in accordance with clause 3.

31.3 The renewed lease will otherwise be on the terms and conditions expressed or implied in this Lease, including this right of renewal.

**32 Right of First Refusal for Lessor's Interest**

32.1 If at any time before the expiry or earlier termination of the Term, the Lessor:

- (a) decides to sell or transfer the Lessor's interest in the Land; or
- (b) receives an offer to purchase the Lessor's interest in the Land and wishes to accept that offer;

the Lessor must immediately give written notice (Lessor's Notice) to the Lessee setting out the terms on which the Lessor wishes to sell the Land, or the terms of the offer received (as the case may be). In the case of the Lessor's desire to sell, the offer must comprise the agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District Law Society.

32.2 The Lessee will have 60 working days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor (Lessee's Notice) accepting the offer contained in the Lessor's Notice.

32.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 32.2, then the Lessor may sell or transfer the Lessor's interest in the Land to any other person on no more favourable terms than those previously offered to the Lessee.

32.4 If the Lessor wishes, or agrees, to offer more favourable terms for selling or transfer of the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms, by written notice to the Lessee and clauses 32.1 - 32.4 (inclusive) shall apply and if the re-offer is made within six months of the Lessor's Notice the 60 working day period shall be reduced to 30 working days.

**33 Right of First Refusal for Lessee's Improvements**

33.1 If at any time during the term or any extension of the term the Lessee desires to sell any Lessee's Improvements which are no longer required for Education Purposes and on the basis that the Improvements are to be removed from the Land, the Lessee shall first deliver written notice ("The Lessee's Notice") specifying the price, terms and conditions upon which the Lessee is prepared to sell the Lessee's Improvements.

33.2 The Lessor shall have sixty working days from the receipt of the Lessee's Notice to advise the Lessee by written notice ("the Lessor's Notice") whether the Lessor wishes to acquire the Lessee's Improvements on the terms and conditions specified in the Lessee's Notice. If the Lessor's Notice contains advice that the Lessor wishes to acquire the Lessee's Improvements on those terms and conditions, then from receipt by the Lessee of the Lessor's Notice a binding

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

agreement will exist for the sale and purchase of the Lessee's Improvements, at a price and on the terms and conditions specified in the Lessee's Notice.

- 33.3 If the Lessor either does not respond to the Lessee's Notice within the period as provided in clause 33.2 (time being strictly of the essence) or the Lessor Notice contains advice the Lessor does not wish to purchase the Lessee's Improvements on the terms and conditions stipulated in the Lessee's Notice, then at any time within the twelve months from the date of the Lessee's Notice the Lessee may sell the Lessee's Improvements to another party on terms and conditions no more favourable to the purchaser than those provided for in the Lessee's Notice. If within such period the Lessee wishes to offer more favourable terms and conditions of sale it must first re-offer the Lessee's Improvements to the Lessor under clause 33.1 but the Lessor shall have thirty working days in which to respond.

**34 Entire Agreement**

This Lease sets out the entire agreement between the parties in relation to the lease of the Land and any variation must be recorded in writing and executed in the same way as this Lease.

**35 Disputes**

- 35.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.
- 35.2 If the parties cannot resolve a dispute or difference within fifteen working days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).
- 35.3 If the parties cannot agree on any dispute resolution technique within a further fifteen working days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under Clause 35.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996.
- 35.4 The parties will co-operate to ensure the efficient conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

**36 Service of Notices**

- 36.1 Notices given under this Lease must be in writing and served by one of these means (unless otherwise required by sections 352 to 361 Property Law Act 2007):
- (a) as authorised by sections 354 to 361 of that Act; or
  - (b) by personal delivery, registered or ordinary mail, fax, or email.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

36.2 Notices delivered by personal delivery, mail, fax or email are deemed to have been served:

- (a) by personal delivery, when received by the addressee
- (b) by registered or ordinary mail, on the second working day after the date of posting to the addressee's last known address
- (c) by fax, when sent to the addressee's fax number
- (d) or email, when acknowledged by the addressee by return email or otherwise in writing.

The Lessee's contact details at the Start Date are:

The Secretary for Education  
Ministry of Education  
45-47 Pipitea Street  
Private Bag 1666  
WELLINGTON.

The Lessor's contact details at the Start Date are:

[INSERT CONTACT DETAILS]

**37 Registration of Lease**

The parties acknowledge their agreement 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.

**38 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.

NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

---

6.1: LEASE FOR MINISTRY OF EDUCATION LEASEBACK PROPERTIES

LESSOR:

[ ]

LESSEE:

**HER MAJESTY THE QUEEN**  
acting by and through the Secretary  
for Education

(

---

MEMORANDUM OF LEASE

---

(

---

THE SECRETARY FOR EDUCATION  
MINISTRY OF EDUCATION  
NATIONAL OFFICE  
WELLINGTON

---

**6.2 LEASE FOR NEW ZEALAND POLICE POLICE  
STOKE COMMUNITY POLICING CENTRE**

---



**MEMORANDUM OF LEASE**

**DATE:**

**PARTIES:**

- (1) **[Leasing Entity]** (Lessor)
- (2) **HER MAJESTY THE QUEEN** acting by and through the **COMMISSIONER OF POLICE** (Lessee)

**THE LESSOR DOES HEREBY LEASE TO THE LESSEE and THE LESSEE DOES TAKE ON LEASE** the Land for the term and at the rental set out in the Reference Schedule and subject to the covenants, conditions, agreements and restrictions set out in this Lease which comprises the Schedule of Terms, the Reference Schedule and the Schedule of Land.

**IN WITNESS WHEREOF** these presents have been executed this                      day of                      20

Signed for and on behalf of                      )  
[LEASING ENTITY]                                              )  
in the presence of:                                              )

Signed for and on behalf of                      )  
**HER MAJESTY THE QUEEN**                                              )  
acting by and through the                                              )  
**COMMISSIONER OF POLICE** by                                              )  
in the presence of:                                              )

6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE

THE REFERENCE SCHEDULE

**ITEM 1:**

**LESSOR PARTICULARS:**

Name: [Leasing Entity]

Address: 137 Vickerman Street

Nelson, New Zealand

PO Box 1659

Nelson, New Zealand

Fax: (03) 548 2569

Telephone: Phone: (03) 548 1639

Contact person: [ ]

**ITEM 2: LESSEE PARTICULARS:**

Name: Her Majesty the Queen acting by and through the Commissioner of Police

Address: New Zealand Police, National Property Office, PO Box 3017, Wellington

Fax: (04) 498 7415

Telephone: (04) 474 9473

Contact person: National Property Manager

**ITEM 3: LAND:**

Refer to Map and description of Land at Appendix One

**ITEM 4: TERM:**

Twenty (20) years

**ITEM 5: DATE OF COMMENCEMENT:**

(insert)

**ITEM 6: FURTHER TERMS:**

Perpetual rights of renewal each of ten (10) years each unless at the time of renewal the Lessee intends to cease carrying on the Permitted Use on the Land within the next five (5) years in which case the renewal shall be of five (5) years. It shall be at the Lessee's sole discretion as to whether they cease carrying on the Permitted Use on the Land and therefore give notice of a five (5) year renewal only.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE**

**ITEM 7: RENEWAL DATES:**

The first renewal date is twenty (20) years from the Commencement Date and thereafter, in accordance with Item 6 of this Schedule

**ITEM 8: ANNUAL RENT:**

\$ \$27,000 plus GST

**ITEM 9: REVIEW DATES:**

5 yearly from the date of commencement

**ITEM 10: PERMITTED USE:**

For Police purposes and any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land.

## THE SCHEDULE OF TERMS

### 1. INTERPRETATION

- 1.1. For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:
- 1.1.1. Words importing any gender shall include all other genders.
  - 1.1.2. Words importing the singular shall include the plural and vice versa.
  - 1.1.3. Payments shall be made in the lawful currency of New Zealand.
  - 1.1.4. Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.
  - 1.1.5. References to schedules are references to schedules in this Lease and clauses are references to clauses in this Schedule of Terms and references to parties are references to the parties to this Lease and their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) unless expressly stated otherwise.
  - 1.1.6. Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
  - 1.1.7. A "**person**" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation and trust in each case whether or not having separate legal personality.
  - 1.1.8. "**writing**" shall include words visibly represented or reproduced.
  - 1.1.9. No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition, or duty of the Lessee will be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach of the Lessee will be implied from the Lessor's failure to exercise the Lessor's rights or any of them in respect of that breach.
  - 1.1.10. Nothing contained in this Lease shall be deemed or construed or constitute any party, a partner, agent or representative of the other party or be deemed to create any trust, commercial partnership or joint venture.
  - 1.1.11. The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.
  - 1.1.12. The parties acknowledge and agree that certain covenants set out in this Lease (in particular provisions relating to the treatment of Improvements on termination or sooner determination of this Lease) shall continue beyond determination of this Lease for the benefit of the parties notwithstanding such determination.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE**

- 1.1.13. This Lease shall be construed and take effect in accordance with the laws of New Zealand.
- 1.1.14. Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.
- 1.1.15. Any reference in this Lease to "**month**" or "**monthly**" shall mean respectively calendar month and calendar monthly.
- 1.1.16. "**Authority**" means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and any Improvements.
- 1.1.17. "**Building Act**" means the Building Act 2004.
- 1.1.18. "**Business days**" means any day other than a Saturday or Sunday or statutory or anniversary holiday in Nelson.
- 1.1.19. "**Crown**" means any person or entity defined in section 2 of the Public Finance Act 1989, which at the Date of Commencement includes:
- (a) the Sovereign in right of New Zealand; and
  - (b) all Ministers of the Crown and all departments; but
  - (c) does not include —
    - (i) an Office of Parliament; or
    - (ii) a Crown entity; or
    - (iii) a State enterprise named in Schedule 1 to the State-Owned Enterprises Act 1986.
- 1.1.20. "**Crown Entity**" means any entity defined in section 7(1) of the Crown Entities Act 2004 as a Crown Entity.
- 1.1.21. "**Date of Commencement**" means the date specified in Item 5 of the Reference Schedule.
- 1.1.22. "**Improvements**" means all improvements whether constructed or installed on the Land before or at any time during the term of this Lease (including any renewal or variation extending the term of this Lease), including any building, structure or other improvements on or fixed to the Land and any concrete paving, tiles, car park sealing, mechanical services, plant, machinery, equipment, signage, fixtures and fittings.
- 1.1.23. "**The Land**" means that land described in the Schedule of Land excluding the Improvements.
- 1.1.24. The expression "**Lessor**" and "**Lessee**" includes their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) and where the context permits the Lessee includes the

**6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE**

Lessee's Sub lessees and other lawful occupiers of the Land and the Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee).

- 1.1.25. "**Reference Schedule**" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.
- 1.1.26. "**Regional Plan**" and "**District Plan**" shall have ascribed to them the definitions set out in section 2 of the Resource Management Act 1991 and "**Regional and District Plans**" shall be construed accordingly and shall extend to include any successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.
- 1.1.27. "**Resource Management Act**" means the Resource Management Act 1991.
- 1.1.28. "**Review Date**" means each successive date specified or provided for in Item 7 of the Reference Schedule.
- 1.1.29. "**Schedule of Land**" means the schedule described as such and forming part of this Lease.
- 1.1.30. "**Schedule of Terms**" means this schedule described as such and forming part of this Lease.
- 1.1.31. "**Valuer**" means a valuer registered under the Valuers Act 1948 who is competent to practice as a valuer of ground leases, has had at least five (5) years experience in valuing such leases, who is active in the market at the time of his or her appointment.
- 1.1.32. "**Umpire**" means a person appointed pursuant to sub clause 8.5.3 who is a valuer registered under the Valuers Act 1948 who is competent to practice as a valuer of ground leases, has had at least five (5) years experience in valuing such leases and who is active in the market at the time of his or her appointment.

**2. TERM**

- 2.1. The term of this Lease shall commence on the Date of Commencement and shall be for the period specified in Item 4 of the Reference Schedule.

**3. RIGHT OF RENEWAL OF LEASE**

- 3.1. If the Lessee has not been in any material breach of this Lease and has given to the Lessor written notice to renew this Lease at least thirteen (13) calendar months before the end of each term then the Lessee shall have the right to obtain in accordance with the provisions hereinafter contained a renewed lease of the Land for the term of years specified in Item 6 of the Reference Schedule computed from the relevant date specified in Item 7 of the Reference Schedule and subject to the same covenants and provisions expressed and implied in this Lease.
- 3.2. If the Lessee fails within the time aforesaid to give any notice under Clause 3.1 as to whether it desires a renewed lease and the Lessor at any time after

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE**

such expired time has given one month's written notice to the Lessee advising the Lessee that it has one further month from the date of such letter to exercise its right of renewal, and the Lessee still fails to advise the Lessor of its desire to renew, then the Lessee shall be deemed to have given notice that a renewed lease is not required. If the Lessee gives notice in writing that it does not desire a renewed lease or there is a deemed notice that a renewal is not required then its right for a renewed lease shall cease on expiry of the one month notice period aforesaid or on the date at which notice is received by the Lessor (as the case may be).

- 3.3. Any notice by the Lessee under clause 3.1 or clause 3.2 of its desire to accept a renewed lease shall be deemed to constitute a contract between the Lessor and the Lessee for the granting and acceptance of a renewed lease at the rent to be determined under Clause 5 for the term and subject to the covenants and provisions referred to in Clause 3.1.
- 3.4. The term of any renewed lease shall run from the day immediately after the expiry of the prior lease, and the rent thereunder shall accrue from that date instead of the rent reserved in the prior lease, notwithstanding the fact that the renewed lease may not be executed until after that date.
- 3.5. The Lessor shall prepare each memorandum of renewal of this Lease and the Lessee will forthwith enter into and execute such memorandum of renewal of lease.

**4. RENT**

- 4.1. The Lessee shall pay the annual rent specified in Item 8 of the Reference Schedule from the Date of Commencement until the rent is varied under Clause 5 at which time the Lessee will pay rent at the varied rate.
- 4.2. Rent shall be paid on the first day of each month by equal monthly payments in advance with broken period payments due on a proportionate basis for any broken period at the Date of Commencement and on expiry of the Lease term.
- 4.3. All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.

**5. RENT REVIEW PROVISIONS**

- 5.1. In this clause "**Initiating Party**" means the party that gives the Notice defined in Clause 5.2 and "**Recipient**" means the party that receives that Notice.
- 5.2. The annual rent may be reviewed by the Lessor or by the Lessee on the dates specified in Item 9 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 9 of the Reference Schedule (each of such dates being called the "**Review Date**") either party may give notice in writing to the other ("**the Notice**") of that party's assessment of the annual rent of the Land to apply from that particular review date.
- 5.3. The annual rent of the Land shall be assessed on the basis of current market rental of the Land as determined as at the review date.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE**

- 5.4. In determining the annual rent of the Land the valuers and any umpire shall, in addition to other relevant factors:
- 5.4.1. Disregard:
- (a) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
  - (b) the value of any goodwill attributable to the Lessee's business; and
  - (c) all Improvements made to the Land.
- 5.4.2. Have regard to:
- (a) the Lessor's Improvements;
  - (b) the permitted use under this Lease;
  - (c) the current use of the Land pursuant to the terms of this Lease by the Lessee; and
  - (d) Regional and District Plans.
- 5.5. In the event that the Recipient does not agree with the Initiating Party's assessment of the annual rent of the Land to apply from the particular review date, the Recipient shall notify the Initiating Party in writing ("**the Counter Notice**") within fifteen (15) business days (in which respect time shall be of the essence) that the Recipient requires such rent to be determined in accordance with Clause 5.8 and the Recipient shall set out in the Counter Notice the amount which the Recipient considers to be the annual rent as at the particular review date.
- 5.6. Unless such notice is given by the Recipient within fifteen (15) business days, then the amount stated in the Notice shall become the annual rent of the Land reserved by this Lease as and from the particular review date in substitution of the previous amount payable.
- 5.7. Neither party shall by reason of its failure to give the Notice prior to any review date forfeit its right to have the annual rent reviewed as from that particular review date and the reviewed annual rent which should have been paid from that particular review date shall date back to and be payable from that particular review date and any payment of or receipt for the payment of ground rent due on or after a particular review date shall not prejudice either party's right to demand repayment or payment thereafter of any additional annual rent overpaid or payable pursuant to the provisions of Clause 5.11.
- 5.8. Where the Counter Notice is given, the Lessor and Lessee shall enter into negotiations to resolve the dispute. Should agreement not be reached within ten (10) business days (or such longer period as the Lessor and Lessee shall agree upon in writing) after the date on which the Recipient gives the Counter Notice then:



**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE**

- 5.8.1. The Lessor and Lessee shall, within fifteen (15) business days after the date on which the Recipient gives the Counter Notice, each appoint a Valuer to jointly determine the ground rent of the Land.
- 5.8.2. If either the Lessor or the Lessee fails to appoint a Valuer within fifteen (15) business days as aforesaid, then the determination of the annual rent shall be made by the sole Valuer as nominated by either the Lessor or Lessee as the case may be, within one (1) month of the expiry of the fifteen (15) business days as aforesaid and his or her determination shall be final and binding on both parties as if his or her appointment had been by consent.
- 5.8.3. Before proceeding with their determination, the said Valuers shall agree upon and appoint an Umpire and obtain the Umpire's acceptance in writing of his or her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within one month of being instructed to proceed or such other time period as the Lessor and Lessee may agree, whichever is the latest.
- 5.8.4. If the said Valuers within ten (10) business days of the date of their appointment either fail to appoint an Umpire or are unable to agree upon an Umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such Institute to appoint an Umpire (also qualified in the manner aforesaid) and obtain the Umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance undertakes to hand down his or her determination of the annual rent in the same manner as if he or she had been appointed pursuant to Clause 5.8.3.
- 5.8.5. Subject to Clauses 5.8.2, 5.8.3 and 5.8.4 the Valuers so nominated shall within one (1) month of the date of appointment jointly determine the annual rent as at that particular review date.
- 5.8.6. In the event that either Valuer fails to provide to the other Valuer his or her written assessment of the annual rent within one month of the date of appointment, then the annual rent shall be determined by the other Valuer and his or her determination shall be final and binding on both parties.
- 5.8.7. If the said Valuers are unable to agree upon a determination within one month of their appointment or within such extended time as the Lessor and Lessee may agree, then the annual rent shall be determined by the Umpire whose determination shall be final and binding on the parties. The Umpire shall without limiting his or her enquiries and conduct of any hearing:
- (a) arrange for a hearing to be conducted without delay;
  - (b) call for evidence in chief to be presented on behalf of each party to be circulated prior to a hearing;
  - (c) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE**

- (d) have due regard to any evidence submitted by the Valuers as to their assessment of the annual rent;
  - (e) take into account any expert witness evidence considered relevant to the hearing;
  - (f) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties;
  - (g) give in his or her determination the reasons therefore in writing.
- 5.8.8. The costs incurred in the determination pursuant to Clause 5.8 of the annual rent shall be borne by the parties in the following manner:
- (a) subject to Clauses 5.8.8(b) and (c) each party shall be responsible for the cost of its own appointed Valuer;
  - (b) where the determination is made by a single Valuer pursuant to Clause 5.8.2 the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;
  - (c) the parties shall share equally the costs of the Umpire unless any party has acted capriciously or unreasonably in any of the proceedings pursuant to the provisions of this Clause 5.8 in which case the Umpire may determine the manner in which such costs shall be apportioned between the parties PROVIDED THAT in all cases if the annual rent to apply from the review date is:
    - (i) equal to or exceeding the annual rent nominated in the notice given by the Lessor (whether the Notice or the Counter Notice) then all costs of the Valuers and the Umpire (where applicable) shall be borne by the Lessee alone, or
    - (ii) equal to or less than the annual rent nominated in the notice given by the Lessee (whether the Notice or the Counter Notice) then all costs of Valuers and the Umpire (where applicable) will be borne by the Lessor alone;
    - (iii) other than the foregoing then all costs of Valuers and the Umpire (where applicable) will be borne equally by the Lessor and the Lessee.
- 5.9. The Valuers or Umpire shall be deemed to be acting as experts and not as arbitrators.
- 5.10. Any variation in the annual rent resulting from such determination shall take effect on and from that particular review date.
- 5.11. Where a review pursuant to this Clause 5 of the annual rent reserved by this Lease is completed after the review date, then:

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE**

- 5.11.1. Pending completion of the review, annual rent shall be paid at the rate prevailing immediately prior to the relevant review date;
- 5.11.2. On completion of the review, any increased annual rent payable as from the review date shall be paid by the Lessee to the Lessor no later than the date on which the next instalment of annual rent is payable hereunder;
- 5.11.3. On completion of the review, any overpayment of annual rent paid as from the review date shall be held by the Lessor to the Lessee's credit on account of annual rent next falling due for payment unless the Lessee requests the Lessor in writing to refund such payment in which case the Lessor will comply with that request.

5.12. If any moratorium or other law Act or regulation that applies to this Lease has the effect of postponing any periodic review of annual rent as at the review date then if and whenever such moratorium is lifted or the law, Act or regulation is repealed or amended so as to permit the annual rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, Act or regulation is repealed or amended to the intent that the rent review shall establish the annual rent as at such date and not as at the postponed review date but any subsequent rent review shall take place on the next following review date fixed in accordance with Clause 5.

5.13. Notwithstanding any other provision of this clause, the annual rent payable as from the relevant rent review date (through the initial term of the lease and subsequent terms) shall not be less than the annual rent payable as at the Date of Commencement.

5.14. Immediately upon the parties agreeing to pay a revised annual rent or on determination under Clause 5.8 the Lessee shall enter into an appropriate registrable Memorandum of Variation of Lease recording such revised annual rent prepared by the Lessor.

**6. CHARGES**

6.1. The Lessee will pay all charges incurred by the Lessee for electricity, gas, water or power or other services in respect of the Land and Improvements including all costs of service, installation, maintenance and connection, disconnection, or other fees payable by the Lessee or the Lessor to other authorities in respect of such services.

**7. PAYMENT OF RATES AND IMPOSITIONS**

7.1. The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Improvements' or on the Lessor or Lessee in respect thereof by any Authority.

**8. GOODS AND SERVICES TAX**

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE**

- 8.1. The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act 1985 or any similar tax levied in substitution therefore including all amendments and any enactments in substitution therefore or in addition thereto or otherwise in respect of any payments made by the Lessee under this Lease (including the payment of annual rent) or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

**9. INTEREST ON OVERDUE RENT OR OTHER MONEYS**

- 9.1. Without prejudice to other rights powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount owing by the Lessee to the Lessor whatsoever pursuant to this Lease shall be in arrears and unpaid for fifteen (15) business days after the due day for payment thereof (whether any formal or legal demand therefore shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default and the said interest shall be recoverable in the same manner as rent in arrears.

**10. USE OF THE LAND AND IMPROVEMENTS**

- 10.1. The Lessee shall be permitted the right to carry on the business specified in Item 10 of the Reference Schedule.
- 10.2. Should any of the uses of the Land and any Improvements be permissible only with the consent or licence of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or licence at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions required and the Lessee shall at all times comply with any conditions of such consent, order or authority obtained.
- 10.3. Where the Lessee is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or other consents from any Authority such as required under section 348 of the Local Government Act 1974, the Lessor agrees that it and any officer, or employee or agent of the Lessor shall not raise any objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.

**11. NO FENCING**

- 11.1. The Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land and any land owned or occupied by the Lessor but nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

**6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE**

**12. STATUTORY REQUIREMENTS**

- 12.1. The Lessee must comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:
- 12.1.1. ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act;
  - 12.1.2. comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land and the requirements imposed and otherwise arising under the Resource Management Act; and
  - 12.1.3. ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety in Employment Act 1992.
- 12.2. The Lessee shall not, during the term of this Lease:
- 12.2.1. Make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;
  - 12.2.2. Suffer insolvency, bankruptcy or liquidation;
  - 12.2.3. Suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this sub clause 12.2.3 shall have no application or effect whilst Her Majesty the Queen Acting By and Through the Commissioner of Police is the Lessee hereunder.

**13. ASSIGNMENT OR SUBLETTING**

- 13.1. The Lessee will not without the previous consent in writing of the Lessor assign or transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without some good cause having regard to the solvency or respectability of the proposed assignee or transferee or sub lessee. Notwithstanding this Clause where the Crown remains as the Lessee under this Lease and in occupation the consent of the Lessor shall not be required when another Crown Entity assumes occupation of all or any part of the Land except that on each occasion that a different Crown Entity or other Crown body or State Owned Enterprise assumes the role and obligations of the Lessee under this Lease the Lessee shall notify the Lessor in writing of that change.
- 13.2. In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange or a person under Clause 13.5 the Lessor may require the directors and/or the controlling shareholders of such company to enter into a deed guaranteeing the performance by that company of the terms of this Lease such guarantee to be in a form reasonably acceptable to the Lessor.

NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

---

**6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE**

- 13.3. Clause 13 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- 13.4. For the purposes of Clause 13.1 any proposed change in the shareholding of the Lessee or any amalgamation under Section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be a deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in Clause 13.5.
- 13.5. For the purposes of Clause 13.1 any proposed change in the effective control of any Lessee that is a Crown Entity or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control in the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this Clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.
- 13.6. Where any assignment or transfer of this Lease is consented to by the Lessor, the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessor's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee but the execution of such covenant shall not release the Lessee from the Lessee's obligations under this Lease.
- 13.7. In the case of any assignment to any entity that is not the Crown (as that term is defined in this lease and in section 2 of the Public Finance Act 1989) the Parties agree that Item 6 of the Reference Schedule will be altered by the deleting of words **"Perpetual rights of renewal of ten (10) years each unless at the time of renewal the Lessee intends to cease carrying on the Permitted or any other use on the Land within the next five (5) years in which case the renewal shall be of five (5) years"** and inserting the words **"five (5) further rights of renewal of ten (10) years each"**.
- 13.8. Notwithstanding any Rule of Law or anything herein expressed or implied to the contrary where Her Majesty the Queen Acting By and Through the Commissioner of Police in New Zealand as Lessee assigns this Lease under the provisions of this clause 13, all the liabilities of the Lessee expressed or implied under this Lease, whether contingent or otherwise for the payment of future rents or other moneys or the future observants or performance of any of the Covenants, conditions or agreements on the part of the Lessee shall cease and determine absolutely as from the date of the Assignment thereof, but without releasing the Lessee from liability for any antecedent breach thereof.
- 13.9. For the avoidance of doubt the term "Crown" for the purposes of this Clause 13 shall not include a subsidiary of any Crown entity, Crown body or State Owned Enterprise.

**6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE**

**14. FIRST RIGHT OF REFUSAL WHERE ASSIGNMENT TO THIRD PARTIES PROPOSED**

- 14.1. In the case of a proposed assignment where that proposed assignment is to an entity other than the Crown or a State Owned Enterprise then:
- 14.1.1. The Lessee shall notify the Lessor of their intent to seek offers from third parties.
- 14.1.2. When an offer is received, the Lessee shall notify the Lessor in writing of the receipt of the offer and shall deliver a copy of the offer to the Lessor.
- 14.1.3. The Lessor may within twenty (20) business days of the delivery of the copy of the offer, give notice in writing to the Lessee of the Lessors intention to take an assignment of the Lease (and where applicable, purchase the Improvements) at the price and upon the terms contained in the offer.
- 14.1.4. Upon the Lessor giving notice of its intention to accept an assignment, the parties shall be deemed to have entered into a Deed of Assignment of Lease (and where applicable, to purchase the Improvements) on the terms contained in the offer and otherwise in accordance with this Memorandum of Lease.
- 14.1.5. If the Lessor does not give notice in terms of clause 14.1.3 then the Lessee shall be at liberty to accept the offer and complete an assignment of the Lease (and where applicable, the sale of Improvements) in accordance with the terms of this Lease, but only at the price and on the terms contained in the offer. If the offeror varies the terms of the offer, the Lessee must not accept the varied offer without first giving notice of the varied offer to the Lessor in terms of clause 14.1.3 whereupon all the terms of clause 14.1.3 shall apply to the varied offer except the Lessor shall have a period of ten (10) business days to advise whether it will accept the varied offer.

**15. RENT REVIEW**

- 15.1. Should the Lessor determine not to take an assignment of the Lessee's interest (and where applicable purchase the Improvements) pursuant to Clause 14, upon assignment the new lessee shall be required to enter into an immediate rent review with the Lessor on the basis of highest and best use.

**16. LESSEE'S ACKNOWLEDGEMENT OF RISK**

- 16.1. The Lessee agrees to occupy and use the Land and any Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Improvements thereon except where the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE

**17. QUIET ENJOYMENT / REPUDIATION**

17.1. Provided the Lessee performs and observes the covenants provisos conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease. For the avoidance of doubt, the phrase "person or persons claiming under the Lessor" does not include beneficiaries of any trust of which the Lessor is trustee.

**18. REGISTRATION**

18.1. The Lessor shall register this Lease under the provisions of the Land Transfer Act 1952.

18.2. The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

**19. IMPROVEMENTS DURING LEASE**

19.1. Throughout the term of this Lease and on any renewal any Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing.

19.2. Throughout the term of this Lease and on any renewal the Lessee shall have the right to remove, alter, construct and demolish any Improvements on the Land ("Works") without the need to obtain the Lessor's consent providing all obligations required of the Lessee under this Lease relevant to Improvements on the Land are satisfied. Any alterations, construction or demolition of any Improvements to be completed by the Lessee shall, in all cases, be undertaken to a reasonable and proper standard and in accordance with the Building Act including all relevant regulations, codes and consents.

19.3. Prior to any Works under clause 19.2 being undertaken, the Lessee shall provide the Lessor with a general outline of the Works whether by way of outline sketch plans or in writing or a combination of the two.

**20. IMPROVEMENTS ON TERMINATION OF LEASE**

20.1. No later than twelve (12) months prior to the expiry of any term of Lease the Lessee may give notice ("**the Lessee's Transfer Notice**") to the Lessor specifying any Improvements which the Lessee wishes to transfer to the Lessor following expiry of the Lease or renewal. The Lessee's Transfer Notice shall contain details of those Improvements, their current market value and the proposed terms of transfer of the Improvements.

20.2. The Lessor agrees to consult with the Lessee regarding the Improvements specified in the Lessee's Transfer Notice, and to consider any proposal to transfer such Improvements. Nevertheless, the Lessee acknowledges that nothing in this clause or in the Lessee's Transfer Notice shall oblige the Lessor to take a transfer of, or to pay any compensation or consideration for, such Improvements.



**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE**

- 20.3. If no agreement is reached regarding the transfer of Improvements pursuant to this clause (before six months prior to the expiry of the Lease, or before the earlier termination of the Lease), the following provisions of this Clause 20 shall apply.
- 20.4. On termination of this Lease (whether by expiry of time or otherwise) the Lessee shall remove, if the Lessee has not already done so, any Improvements specified in a written notice ("**the Lessee's Removal Notice**") which the Lessee shall give to the no later than six (6) months prior to the expiry of the Lease.
- 20.5. The Lessee must remove all Improvements specified in the Lessee's Removal Notice within the preceding six (6) months from the date of termination (time being of the essence) and must ensure within that time that all services to any Improvements are properly and lawfully disconnected, the Land under any Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed and left in a neat and tidy condition free of contamination as that term is defined in clause 22.
- 20.6. If the Lessee fails to remove any Improvements specified in the Lessee's Removal Notice in accordance with Clause 20.5 then the Lessor may remove them and all costs and expenses incurred directly and indirectly shall be recoverable against the Lessee.
- 20.7. Any Improvements remaining on the Land after the period referred to in Clause 20.5 shall become the property of the Lessor without any compensation or other payment whatsoever to the Lessee. Any Improvements remaining on the land shall have a current Building Warrant of Fitness certificate (where applicable).
- 20.8. The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease until it has met its obligations under Clause 20.5.
- 20.9. Whenever resource consent is required to remove or demolish any Improvements the Lessee shall obtain the consent prior to removal of any Improvements.

**21. DESTRUCTION AND REDEVELOPMENT**

- 21.1. The Lessee shall be entitled to carry out repairs, demolition, relocation, additions, reinstatement or redevelopment to any Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to demolish, relocate, redevelop, replace or add to any Improvements on the Land provided the following conditions are or will be satisfied -
- 21.1.1. any repair, demolition, relocation, addition, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and
- 21.1.2. the Lessee is able to obtain all resource and building consents necessary to carry out any works programme;

**6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE**

and upon satisfaction of such conditions the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Improvements or such part of Improvements requiring such work in accordance with the conditions set out above.

- 21.2. In the event that the Lessee is prevented from reinstating or rebuilding in the event of total or partial destruction it may, subject to Clause 21.3 terminate this Lease provided that the Lessee demolishes the Improvements and clears and restores the Land all in accordance with the requirements of Clause 20.5.
- 21.3. The Lessee shall give twelve (12) months notice of intention to terminate pursuant to Clause 21.2.
- 21.4. For the avoidance of doubt "prevent" for the purposes of Clause 21.2 shall:
- 21.4.1. include prevention from reinstatement or rebuilding on the Land pursuant to the Building Act or Resource Management Act.
- 21.4.2. not include "cost" or "replacement cost" as a basis for non reinstatement or rebuilding.

**22. CONTAMINATION**

- 22.1. If during the term of this Lease the Lessee through its use of the Land or of the Lessee's Improvements, causes, permits or allows Contamination of the Land or any other property, the Lessee shall forthwith, at its own cost, remediate the contaminated property to its condition prior to such Contamination occurring.
- 22.2. In this provision "Contamination" shall mean any change to the physical, biological, or chemical condition of the Land or any other property by a Contaminant and "Contaminant" shall have the meaning set out in Section 2 of the Resource Management Act 1991.
- 22.3. For the avoidance of doubt nothing in this lease shall preclude the Lessee from such obligations at law or equity as may exist should a Contamination be identified following the termination, assignment or subletting of this Lease, and should the Contamination be proven to be caused, permitted or allowed by the Lessee while they were in occupation of the Land.

**23. NOTICES**

- 23.1. All notices must be in writing and must be served by one of the following means:
- 23.1.1. in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- 23.1.2. in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
- (a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
- (b) by personal delivery, or by posting by registered or ordinary mail, or by facsimile transmission.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE**

- 23.2. All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:
- 23.2.1. in the case of personal delivery, when received by the addressee at the address detailed in clause 23.3; and
  - 23.2.2. in the case of posting by registered mail, on the third working day following the date of posting to the addressee at the address detailed in clause 23.3; and
  - 23.2.3. in the case of facsimile transmission, on the working day following the date of sending to the addressee's facsimile number designated in clause 23.3 provided that the sender produces a confirmation notice that the facsimile has been sent on that day.
- 23.3. Details for Notices:
- Her Majesty the Queen acting through and by the Commission of New Zealand Police
- C/- New Zealand Police  
National Property Office  
PO Box 3017  
WELLINGTON
- Fax: 04 498 7415
- Attention: National Property Manager
- 23.4. A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Lessor, it is to be supported by satisfactorily written delegation from the Lessor confirming the appointment of the party giving the notice.

**24. DEFAULT BY LESSEE**

The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the land at the time or any time thereafter:

- 24.1. If the rent shall be in arrear twenty (20) business days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) business days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;
- 24.2. In case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with Section 246 of the Property Law Act 2007;

and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

**6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE**

**25. DISPUTE RESOLUTION**

- 25.1. Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.
- 25.2. If the parties cannot resolve a dispute or difference within fifteen (15) business days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR (Lawyers Engaged in Alternative Dispute Resolution).
- 25.3. If the parties cannot agree on any dispute resolution technique within a further fifteen (15) business days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under Clause 25.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.
- 25.4. The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

**26. COSTS**

- 26.1. The parties shall each pay their own solicitors' costs on preparing and finalising this Lease.
- 26.2. The Lessee shall be responsible for the Lessor's reasonable legal costs in relation to preparing and finalising any rights of renewal, variations and approvals of assignments/subleases of this Lease.
- 26.3. The Lessee shall be responsible for payment of all registration fees including agency charges imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.
- 26.4. The Lessee shall pay for all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observance of any of the terms, covenants and conditions of this Lease.

**27. LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS**

- 27.1. The Lessor will have the right to inspect the Land no more than twice each year during the term or any renewal of this Lease with valuers or other experts and consultants provided such inspections are carried out at times reasonably

**6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE**

acceptable to the Lessee on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. Any such inspections should be carried out in accordance with the Lessee's security and health and safety requirements and the Lessee shall have the right to change any suggested time to a mutually convenient time.

- 27.2. Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lessee for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.
- 27.3. If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:
- 27.3.1. complete a security check on terms reasonably acceptable to the Lessee:
  - 27.3.2. provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing; and
  - 27.3.3. familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.
- 27.4. The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.
- 27.5. Subject to the remainder of clause 27, the Lessee will during the period of twelve (12) months prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees or purchasers and allow the Lessor to affix to the Land appropriate sale or reletting notices.
- 27.6. The Lessee has the right to check the credentials of individuals conducting inspections and may refuse entry if credentials are not acceptable.

**28. DISPOSAL OF LESSOR'S INTEREST**

- 28.1. Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land provided:
- 28.1.1. any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and
  - 28.1.2. that while Her Majesty the Queen is the Lessee and occupies the Land the following further provisions shall apply:
    - (a) The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE**

(b) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably believes in good faith that either:

- (i) The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or
- (ii) The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within five (5) business days of receiving the Lessor's advice pursuant to clause 28.1.2(b) above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

(c) If the Lessor does not receive written notice from the Lessee pursuant to clause 28.1.2(b) above together with grounds to substantiate its reasonable apprehension within five (5) business days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.

(d) If the Lessee objects to the proposed Assignee in accordance with clause 28.1.2(b) above, then the Lessor shall not dispose of its interest to the proposed Assignee.

(e) If the Lessor fails to advise the Lessee in writing of the disposal of its interest in the Land and the Lessee has objections to the proposed Assignee based on those reasons set out in clauses 28.1.2(b) above, then the Lessee shall be entitled at any time thereafter to terminate this Lease on five (5) business days written notice and the Lessee's obligations under this Lease shall cease from the expiration of such notice.

**29. HOLDING OVER**

29.1. 29.1 If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) business days written notice at the rent then payable per month for the Land and otherwise on the same covenants and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

**30. EXCLUSION OF IMPLIED PROVISIONS**

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:

30.1. Clause 10 - Premises unable to be used for particular purpose;

30.2. Clause 11 - Power to inspect premises.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE**

- 30.3. Clauses 13(2) and (3) - Lessee to keep and yield up the premises in the existing condition.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.2: LEASE FOR NEW ZEALAND POLICE STOKE COMMUNITY POLICING CENTRE**

**SCHEDULE OF LAND**





(

---

**6.3 LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE**

---

(



NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

---

6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** )  
acting by and through the )  
**MINISTER OF CONSERVATION** by )  
[ ] )  
authorised agent of the Director General )  
of the Department of Conservation )  
behalf of the Department of Conservation )  
in the presence of: )

---

Signature of Witness

Witness Name

Occupation

Address

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE**

**THE REFERENCE SCHEDULE**

**ITEM 1: LESSOR PARTICULARS**

**Name:** [LEASING ENTITY]

**Address:**

**Fax:**

**Telephone:**

**Contact person:**

**ITEM 2: LESSEE PARTICULARS**

**Name:** HER MAJESTY THE QUEEN acting by and through the  
MINISTER OF CONSERVATION

**Address:** Private Bag 5, Nelson

**Fax:** 03 548 2805

**Telephone:** 03 546 9335

**Contact person:** Euan Brownlie, Business Services Manager, or such other  
person as notified by the Department of Conservation.

**ITEM 3: LAND**

0.3996 hectares, more or less, being Lot 2 DP 37, All Gazette Notice 77142, Marlborough  
Land District.

**ITEM 4: TERM**

Fifteen years.

**ITEM 5: DATE OF COMMENCEMENT**

[Insert Date]

**ITEM 6: FURTHER TERMS**

Perpetual rights of renewal each of 10 years each unless at the time of renewal the Lessee  
intends to cease carrying on the Permitted Use on the Land within the next 5 years in which  
case the renewal shall be of 5 years. It shall be at the Lessee's sole discretion as to whether  
they cease carrying on the Permitted Use on the Land and therefore give notice of a 5 year  
renewal only.

**ITEM 7: RENEWAL DATES**

[Insert when executing]

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE**

**ITEM 8: ANNUAL RENT:**

\$13,162.50 plus GST

**ITEM 9: REVIEW DATES**

Every 5 years from commencement date

**ITEM 10: PERMITTED USE**

For Conservation purposes and any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land.

NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

---

6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE

**THE SCHEDULE OF TERMS**

**1. INTERPRETATION**

- 1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:
- 1.1.1 Words importing any gender shall include all other genders
  - 1.1.2 Words importing the singular shall include the plural and vice versa.
  - 1.1.3 Payments shall be made in the lawful currency of New Zealand.
  - 1.1.4 Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.
  - 1.1.5 References to schedules are references to schedules in this Lease and clauses are references to clauses in this Schedule of Terms and references to parties are references to the parties to this Lease and their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) unless expressly stated otherwise.
  - 1.1.6 Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
  - 1.1.7 A "**person**" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation and trust in each case whether or not having separate legal personality.
  - 1.1.8 "**writing**" shall include words visibly represented or reproduced.
  - 1.1.9 No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition, or duty of the Lessee will be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach of the Lessee will be implied from the Lessor's failure to exercise the Lessor's rights or any of them in respect of that breach.
  - 1.1.10 Nothing contained in this Lease shall be deemed or construed or constitute any party, a partner, agent or representative of the other party or be deemed to create any trust, commercial partnership or joint venture.
  - 1.1.11 The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.
  - 1.1.12 The parties acknowledge and agree that certain covenants set out in this Lease (in particular provisions relating to the treatment of Improvements on termination or sooner determination of this Lease) shall continue beyond determination of this Lease for the benefit of the parties notwithstanding such determination.
  - 1.1.13 This Lease shall be construed and take effect in accordance with the laws of New Zealand.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE**

- 1.1.14 Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.
- 1.1.15 Any reference in this Lease to "**month**" or "**monthly**" shall mean respectively calendar month and calendar monthly.
- 1.1.16 "**Authority**" means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and any Improvements.
- 1.1.17 "**Business days**" means any day other than a Saturday or Sunday or statutory or anniversary holiday.
- 1.1.18 "**Date of Commencement**" means the date specified in Item 5 of the Reference Schedule.
- 1.1.19 "**Improvements**" means all improvements excluding Lessor's Improvements whether constructed or installed on the Land before or at any time during the term of this Lease (including any renewal or variation extending the term of this Lease), including any building, structure or other improvements on or fixed to the Land and any concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, signage, fixtures and fittings.
- 1.1.20 "**The Land**" means that land described in the Schedule of Land excluding the Improvements.
- 1.1.21 The expression "**Lessor**" and "**Lessee**" includes their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) and where the context permits the Lessee includes the Lessee's Sublessees and other lawful occupiers of the Land and the Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee).
- 1.1.22 "**Lessor's Improvements**" means work done or material used on or for the benefit of the Land (whether before or during the term of this Lease including any renewal or variation extending the term of this Lease) in:
- (a) the draining, excavation, filling, or reclamation of the Land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling or reclamation; or
  - (b) the grading or levelling of the Land or the removal of rocks, stone, sand, or soil therefrom; or
  - (c) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
  - (d) the alteration of soil fertility or of the structure of the soil; or
  - (e) the arresting or elimination of erosion or flooding.
- 1.1.23 "**Reference Schedule**" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.



NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

---

6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE

- 1.1.24 "**Regional Plan**" and "**District Plan**" shall have ascribed to them the definitions set out in section 2 of the Resource Management Act 1991 and "**Regional and District Plans**" shall be construed accordingly and shall extend to include any successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.
- 1.1.25 "**Schedule of Land**" means the schedule described as such and forming part of this Lease.
- 1.1.26 "**Schedule of Terms**" means this schedule described as such and forming part of this Lease.
- 1.1.27 "**Conservation purposes**" means purposes consistent with the Conservation Act 1987 and the legislation listed in the first schedule to that Act and is not limited to activities undertaken directly by a Crown organisation.
- 1.1.28 "**Current use**" refers to the use the Lessee is currently making of the land. This does not necessarily equate to best or highest use.
- 1.1.29 "**Valuer**" means a valuer registered under the Valuers Act 1948 who is competent to practice as a valuer of ground leases, has had at least five (5) years experience in valuing such leases, who is active in the market at the time of his or her appointment.
- 1.1.30 "**Umpire**" means a person appointed pursuant to sub clause 5.7.10 who is a Valuer registered under the Valuers Act 1948 who is competent to practice as a Valuer of ground leases, has had at least five (5) years experience in valuing such leases and who is active in the market at the time of his or her appointment.

**2. TERM**

- 2.1 The term of this Lease shall commence on the Date of Commencement and shall be for the period specified in Item 4 of the Reference Schedule.

**3. RIGHT OF RENEWAL OF LEASE**

- 3.1 If the Lessee has not been in any material breach of this Lease and has given to the Lessor written notice to renew this Lease at least twelve (12) calendar months before the end of each term then the Lessee shall have the right to obtain in accordance with the provisions hereinafter contained a renewed lease of the Land for the term of years specified in Item 6 of the Reference Schedule computed from the relevant date specified in Item 7 of the Reference Schedule and subject to the same covenants and provisions expressed and implied in this Lease.
- 3.2 If the Lessee fails within the time aforesaid to give any notice under Clause 3.1 as to whether it desires a renewed lease and the Lessor at any time after such expired time has given one month's written notice to the Lessee advising the Lessee that it has one further month from the date of such letter to exercise its right of renewal, and the Lessee still fails to advise the Lessor of its desire to renew, then the Lessee shall be deemed to have given notice that a renewed lease is not required. If the Lessee gives notice in writing that it does not desire a renewed lease or there is a deemed notice that a renewal is not required then its right for a renewed lease shall cease on expiry of the one month notice period aforesaid or on the date at which notice is received by the Lessor (as the case may be).

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE**

- 3.3 Any notice by the Lessee under clause 3.1 or clause 3.2 of its desire to accept a renewed lease shall be deemed to constitute a contract between the Lessor and the Lessee for the granting and acceptance of a renewed lease at the rent to be determined under Clause 5 for the term and subject to the covenants and provisions referred to in Clause 3.1.
- 3.4 The term of any renewed lease shall run from the day immediately after the expiry of the prior lease, and the rent thereunder shall accrue from that date instead of the rent reserved in the prior lease, notwithstanding the fact that the renewed lease may not be executed until after that date. Clause 4.1 shall otherwise apply.
- 3.5 The Lessor shall prepare each memorandum of renewal of this Lease and the Lessee will forthwith enter into and execute such memorandum of renewal of lease.

**4. RENT**

- 4.1 The Lessee shall pay the annual rent specified in Item 8 of the Reference Schedule from the Date of Commencement until the rent is varied under Clause 5 at which time the Lessee will pay rent at the varied rate.
- 4.2 Rent shall be paid on the first day of each month by equal monthly payments in advance with broken period payments due on a proportionate basis for any broken period at the Date of Commencement and on expiry of the Lease term.
- 4.3 All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.

**5. RENT REVIEW PROVISIONS**

- 5.1 In this clause "Initiating Party" means the party that gives the Notice defined in Clause 5.2 and "Recipient" means the party that receives that Notice.
- 5.2 The annual rent may be reviewed by the Lessor or by the Lessee on the dates specified in Item 9 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 9 of the Reference Schedule (each of such dates being called the "review date") either party may give notice in writing to the other ("the Notice") of that party's assessment of the annual rent of the Land to apply from that particular review date.
- 5.3 The annual rental during the initial term and any renewed term shall be reviewed in on the dates under Item 9 of the Reference Schedule in accordance with this clause. On each rent review date the annual rental payable shall be adjusted and shall be calculated as follows:

$$d = a \times \frac{b}{c}$$

where

- a = the annual rent payable immediately prior to the relevant rent review date;
- b = the CPI figure published for the CPI quarter prior to the relevant rent review date;
- c = the CPI figure published for the CPI quarter prior to the previous rent review date, or in the case of the first rent review on the CPI figure published for the CPI quarter prior to the first rent review.
- d = the annual rent payable from the relevant rent review date until the next rent review date.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE**

- 5.4 For the purposes of this clause, CPI means the Consumer Price Index (All Groups) published by Statistics New Zealand (or any successor body or organisation) on an annual basis. If such Index ceases to be published on an annual basis or if the basis of calculation of the Index is fundamentally changed, then CPI will mean such Index as the parties may agree or, failing such agreement, as many be determined by an independent expert with the appropriate qualifications and expertise appointed by the President for the time being of the New Zealand Institute of Chartered Accountants.
- 5.5 Upon renewal the annual rent of the Land shall be assessed on the basis of current market rental of the Land as determined as at the review date
- 5.6 In determining the annual rent of the Land the Valuers and any Umpire shall, in addition to other relevant factors:
- 5.6.1 Disregard:
- (a) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
  - (b) the value of any goodwill attributable to the Lessee's business; and
  - (c) all Improvements made to the Land.
- 5.6.2 Have regard to:
- (a) the Lessor's Improvements; and
  - (b) the permitted use under this Lease; and
  - (c) the current use by the Lessee; and
  - (d) Regional and District Plans.
- 5.7 In the event that the Recipient does not agree with the Initiating Party's assessment of the annual rent of the Land to apply from the particular review date, the Recipient shall notify the Initiating Party in writing ("the Counter Notice") within twenty-one (21) days (in which respect time shall be of the essence) that the Recipient requires such rent to be determined in accordance with Clause 5.10 and the Recipient shall set out in the Counter Notice the amount which the Recipient considers to be the annual rent as at the particular review date.
- 5.8 Unless such notice is given by the Recipient within twenty-one (21) days, then the amount stated in the Notice shall become the annual rent of the Land reserved by this Lease as and from the particular review date in substitution of the previous amount payable.
- 5.9 Neither party shall by reason of its failure to give the Notice prior to any review date forfeit its right to have the annual rent reviewed as from that particular review date and the reviewed annual rent which should have been paid from that particular review date shall date back to and be payable from that particular review date and any payment of or receipt for the payment of ground rent due on or after a particular review date shall not prejudice either party's right to demand repayment or payment thereafter of any additional annual rent overpaid or payable pursuant to the provisions of Clause 5.13.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE**

- 5.10 Where the Counter Notice is given, the Lessor and Lessee shall enter into negotiations to resolve the dispute. Should agreement not be reached within fourteen (14) days (or such longer period as the Lessor and Lessee shall agree upon in writing) after the date on which the Recipient gives the Counter Notice then:
- 5.10.1 The Lessor and Lessee shall, within twenty-one (21) days after the date on which the Recipient gives the Counter Notice, each appoint a Valuer to jointly determine the ground rent of the Land.
- 5.10.2 If either the Lessor or the Lessee fails to appoint a Valuer within twenty-one (21) days as aforesaid, then the determination of the annual rent shall be made by the sole Valuer as nominated by either the Lessor or Lessee as the case may be, within one (1) month of the expiry of the twenty-one (21) days as aforesaid and his or her determination shall be final and binding on both parties as if his or her appointment had been by consent.
- 5.10.3 Before proceeding with their determination, the said Valuers shall agree upon and appoint an Umpire (also qualified in the manner referred to in Clause 1.1.30) and obtain the Umpire's acceptance in writing of his or her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within one month of being instructed to proceed or such other time period as the Lessor and Lessee may agree, whichever is the latest.
- 5.10.4 If the said Valuers within fourteen (14) days of the date of their appointment either fail to appoint an Umpire or are unable to agree upon an Umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such institute to appoint an Umpire (also qualified in the manner aforesaid) and obtain the Umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance undertakes to hand down his or her determination of the annual rent in the same manner as if he or she had been appointed pursuant to Clause 5.10.3.
- 5.10.5 Subject to Clauses 5.10.2, 5.10.2 and 5.10.4 the Valuers so nominated shall within one (1) month of the date of appointment jointly determine the annual rent as at that particular review date.
- 5.10.6 In the event that either Valuer fails to provide to the other Valuer his or her written assessment of the annual rent within one month of the date of appointment, then the annual rent shall be determined by the other Valuer and his or her determination shall be final and binding on both parties.
- 5.10.7 If the said Valuers are unable to agree upon a determination within one month of their appointment or within such extended time as the Lessor and Lessee may agree, then the annual rent shall be determined by the Umpire whose determination shall be final and binding on the parties. The Umpire shall without limiting his or her enquiries and conduct of any hearing:
- (a) arrange for a hearing to be conducted without delay;
  - (b) call for evidence in chief to be presented on behalf of each party to be circulated prior to a hearing;

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE**

- (c) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;
- (d) have due regard to any evidence submitted by the Valuers as to their assessment of the annual rent;
- (e) take into account any expert witness evidence considered relevant to the hearing;
- (f) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties;
- (g) give in his or her determination the reasons therefore in writing.

5.10.8 The costs incurred in the determination pursuant to Clause 5.10 of the annual rent shall be borne by the parties in the following manner:

- (a) subject to Clause 5.10.8(b) each party shall be responsible for the cost of its own appointed Valuer;
- (b) where the determination is made by a single Valuer pursuant to Clause 5.10.2 the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;
- (c) the parties shall share equally the costs of the Umpire unless any party has acted capriciously or unreasonably in any of the proceedings pursuant to the provisions of this Clause 5.10 in which case the Umpire may determine the manner in which such costs shall be apportioned between the parties PROVIDED THAT in all cases if the annual rent to apply from the review date is:
  - (i) equal to or exceeding the annual rent nominated in the notice given by the Lessor (whether the Notice or the Counter Notice) then all costs of the Valuers and the Umpire (where applicable) shall be borne by the Lessee alone, or
  - (ii) equal to or less than the annual rent nominated in the notice given by the Lessee (whether the Notice or the Counter Notice) then all costs of Valuers and the Umpire (where applicable) will be borne by the Lessor alone;
  - (iii) other than the foregoing then all costs of Valuers and the Umpire (where applicable) will be borne equally by the Lessor and the Lessee.

5.11 The Valuers or Umpire shall be deemed to be acting as experts and not as arbitrators.

5.12 Any variation in the annual rent resulting from such determination shall take effect on and from that particular review date.

5.13 Where a review pursuant to this Clause 5 of the annual rent reserved by this Lease is completed after the review date, then:

5.13.1 Pending completion of the review, annual rent shall be paid at the rate midpoint between the Lessee and Lessor respective valuations;

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE**

- 5.13.2 On completion of the review, any increased annual rent payable as from the review date shall be paid by the Lessee to the Lessor no later than the date on which the next instalment of annual rent is payable hereunder;
- 5.13.3 On completion of the review, any overpayment of annual rent paid as from the review date shall be held by the Lessor to the Lessee's credit on account of annual rent next falling due for payment unless the Lessee requests the Lessor in writing to refund such payment in which case the Lessor will comply with that request.
- 5.14 If any moratorium or other law Act or regulation that applies to this Lease has the effect of postponing any periodic review of annual rent as at the review date then if and whenever such moratorium is lifted or the law, Act or regulation is repealed or amended so as to permit the annual rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, Act or regulation is repealed or amended to the intent that the rent review shall establish the annual rent as at such date and not as at the postponed review date but any subsequent rent review shall take place on the next following review date fixed in accordance with Clause 5.
- 5.15 Notwithstanding any other provision of this clause, the annual rent payable as from the relevant rent review date (through the initial term of the lease and subsequent terms) shall not be less than the annual rent payable as at the Date of Commencement.
- 5.16 Immediately upon the parties agreeing to pay a revised annual rent or on determination under Clause 5.10 the Lessee shall enter into an appropriate registrable Memorandum of Variation of Lease recording such revised annual rent prepared by the Lessor.

**6. CHARGES**

- 6.1 The Lessee will pay all charges incurred by the Lessee for electricity, gas, water or power or other services in respect of the Land and Improvements including all connection, disconnection, or other fees payable by the Lessee or the Lessor to other authorities in respect of such services.
- 6.2 The Lessee will pay for all costs of service, installation, maintenance and connection to the nearest approved local authority connection points.

**7. PAYMENT OF RATES AND IMPOSITIONS**

- 7.1 The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Improvements or on the Lessor or Lessee in respect thereof by any Authority.

**8. GOODS AND SERVICES TAX**

- 8.1 The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act 1985 or any similar tax levied in substitution therefore including all amendments and any enactments in substitution therefore or in addition thereto or

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE**

otherwise in respect of any payments made by the Lessee under this Lease (including the payment of annual rent) or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

**9. INTEREST ON OVERDUE RENT OR OTHER MONEYS**

- 9.1 Without prejudice to other rights powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount owing by the Lessee to the Lessor whatsoever pursuant to this Lease shall be in arrears and unpaid for fifteen (15) Business days after the due day for payment thereof (whether any formal or legal demand therefore shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate 5% over the BID rate at 10.45 am on the date the payment was due as shown on page BKBM (or its successor page) on the Reuters screen or at a rate based on any successor screen or, if there is none, at 5% over a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default and the said interest shall be recoverable in the same manner as rent in arrears.

**10. USE OF THE LAND AND IMPROVEMENTS**

- 10.1 The Lessee shall be permitted the right to carry on the business specified in Item 10 of the Reference Schedule.
- 10.2 Should any of the uses of the Land and any Improvements be permissible only with the consent or licence of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or licence at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions required and the Lessee shall at all times comply with any conditions of such consent, order or authority obtained.
- 10.3 Where the Lessee is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or other consents from any Authority such as required under section 348 of the Local Government Act 1974, the Lessor agrees that it and any officer, or employee or agent of the Lessor shall not raise any unreasonable or arbitrary objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.
- 10.4 Despite any other provision in this Lease, if at any time during the term of this Lease, the Land cannot be, or can no longer be lawfully used for Conservation purposes, the Lessee may terminate this Lease on giving reasonable written notice of not less than 12 months to the Lessor.

**11. NO FENCING**

- 11.1 The Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land and any land owned or occupied by the Lessor but nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE**

**12. STATUTORY REQUIREMENTS**

12.1 The Lessee must comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:

12.1.1 ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;

12.1.2 comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land and the requirements imposed and otherwise arising under the Resource Management Act 1991 ; and

12.1.3 ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety in Employment Act 1992.

12.2 The Lessee shall not, during the term of this Lease:

12.2.1 Make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;

12.2.2 Suffer insolvency, bankruptcy or liquidation;

12.2.3 Suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this sub clause 12.2.3 shall have no application or effect whilst Her Majesty the Queen Acting By and Through the Minister of Conservation is the Lessee hereunder.

**13. ASSIGNMENT OR SUBLETTING**

13.1 The Lessee will not without the previous consent in writing of the Lessor assign or transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without some good cause having regard to the solvency or respectability of the proposed assignee or transferee or sublessee. Notwithstanding this Clause where the-Crown (as that term is defined in section 2 of the Public Finance Act 1989) remains as the Lessee under this Lease and in occupation from the Lessor the consent of the Lessor shall not be required when another Crown entity, who must use the Land for the Permitted Use, assumes occupation of all or any part of the Land except that on each occasion that a different Crown entity (as defined in section 7(1) of the Crown Entities Act 2004) or other Crown body or state owned enterprise assumes the role and obligations of the Lessee under this Lease the Lessee shall notify the Lessor in writing of that change.

13.2 Notwithstanding clause 13.1, for the avoidance of doubt, if the Lessee wishes to assign the lease to any party for any permitted use which is not a Conservation Purpose it must first seek the Lessor's consent.

13.3 In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange or a person under clause 13.5 the Lessor may require the directors and/or the controlling shareholders of such company



**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE**

to enter into a deed guaranteeing the performance by that company of the terms of this Lease such guarantee to be in a form reasonably acceptable to the Lessor.

- 13.4 Clause 13 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- 13.5 For the purposes of clause 13.1 any proposed change in the shareholding of the Lessee or any amalgamation under Section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be a deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in clause 13.5.
- 13.6 For the purposes of clause 13.1 any proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control in the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.
- 13.7 In the case of an assignment where the proposed assignee or transferee is neither the Crown (as that term is defined in section 2 of the Public Finance Act 1989) nor an entity whose primary activity on the land is to undertake conservation purposes the Parties agree that Item 6 of the Reference Schedule will be altered by deleting the words "perpetual rights of renewal of ten (10) years each" and inserting the words "five (5) further rights of renewal of ten (10) years each."
- 13.8 Where any assignment or transfer of this Lease is consented to by the Lessor, the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessor's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee.
- 13.9 Notwithstanding any Rule of Law or anything herein expressed or implied to the contrary where Her Majesty the Queen Acting By and Through the Minister of Conservation in New Zealand as Lessee assigns this Lease under the provisions of this clause 13, all the liabilities of the Lessee expressed or implied under this Lease, whether contingent or otherwise for the payment of future rents or other moneys or the future observants or performance of any of the Covenants, conditions or agreements on the part of the Lessee shall cease and determine absolutely as from the date of the Assignment thereof, but without releasing the Lessee from liability for any antecedent breach thereof.

**14. FIRST RIGHT OF REFUSAL WHERE ASSIGNMENT TO THIRD PARTIES  
PROPOSED**

- 14.1 In the case of a proposed assignment where that proposed assignment is to an entity other than the Crown or a State Owned Enterprise or an entity whose primary activity on the land is to undertake conservation purposes:

14.1.1 The Lessee shall notify the Lessor of their intent to seek offers from third parties.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE**

14.1.2 The Lessor may within the following six (6) months of the notification to seek offers confirm in writing to the Lessee the Lessor's intention to take an assignment of lease (and where applicable, purchase the Improvements). The parties shall then in good faith negotiate and agree the price and terms of assignment.

14.1.3 If the Lessor does not respond to the Lessee's notice in accordance with sub clause 14.1.2 the Lessee shall be entitled to invite offers of assignment by third parties (including where applicable the Improvements). Should the Lessee receive an offer or offers of assignment the Lessee must then provide notice to the Lessor with copies of the offer or offers, whereupon the terms of 14.1.2 shall apply again. Should the Lessor determine not to purchase the Lease (and where applicable, purchase the Improvements) the Lessee shall be entitled to enter into an assignment with a third party subject to the consent of the Lessor, not to be unreasonably withheld.

**15. RENT REVIEW**

15.1 Should the Lessor determine not to purchase the Lessee's interest (and where applicable the Improvements) pursuant to Clause 14, upon assignment the new lessee shall be required to enter into an immediate rent review with the Lessor on the basis of highest and best use.

**16. LESSEE'S ACKNOWLEDGEMENT OF RISK**

16.1 The Lessee agrees to occupy and use the Land and any Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Improvements thereon except where the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

**17. QUIET ENJOYMENT/REPUDIATION**

17.1 Provided the Lessee performs and observes the covenants provisos conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease. For the avoidance of doubt, the phrase "person or persons claiming under the Lessor" does not include beneficiaries of any trust of which the Lessor is trustee.

**18. REGISTRATION**

18.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 1952.

18.2 The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE**

**19. IMPROVEMENTS DURING LEASE**

- 19.1 Throughout the term of this Lease and on any renewal any Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing.
- 19.2 Throughout the term of this Lease and on any renewal the Lessee shall have the right to alter, construct and demolish any Improvements on the Land without the need to obtain the Lessor's consent providing all obligations required of the Lessee under this Lease relevant to Improvements on the Land are satisfied and providing any such works are undertaken with proper workmanship and in accordance with the Building Act 2004 and associated codes and consents.

**20. IMPROVEMENTS ON TERMINATION OF LEASE**

- 20.1 No later than twelve (12) months prior to the expiry of any ten (10) year term of Lease the Lessee may give notice ("the Lessee's Transfer Notice") to the Lessor specifying any Improvements which the Lessee wishes to transfer to the Lessor following expiry of the Lease or renewal. The Lessee's Transfer Notice shall contain details of those Improvements, their current market value and the proposed terms of transfer of the Improvements.
- 20.2 The Lessor agrees to consult with the Lessee regarding the Improvements specified in the Lessee's Transfer Notice, and to consider any proposal to transfer such Improvements. Nevertheless, the Lessee acknowledges that nothing in this clause or in the Lessee's Transfer Notice shall oblige the Lessor to take a transfer of, or to pay any compensation or consideration for, such Improvements.
- 20.3 If no agreement is reached regarding the transfer of Improvements pursuant to this clause (before six months prior to the expiry of the Lease, or before the earlier termination of the Lease) the following provisions of this Clause 20 shall apply.
- 20.4 On termination of this Lease (whether by expiry of time or otherwise) except where the Lessee has exercised any rights of renewal, the Lessee shall remove any Improvements specified in a written notice ("the Lessee's Removal Notice") given to the Lessor in accordance with Clause 20.5.
- 20.5 The Lessee's Removal Notice must be given no later than three (3) months prior to the expiry of the term (time being of the essence) or one (1) month after any sooner termination.
- 20.6 The Lessee must remove all Improvements specified in the Lessee's Removal Notice within the following six (6) months from the date of termination (time being of the essence) and must ensure within that time that all services to any Improvements are properly and lawfully disconnected, the Land under any Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed and left in a neat and tidy condition free of contamination as that term is defined in clause 22.
- 20.7 If the Lessee fails to remove any Improvements specified in the Lessee's Removal Notice in accordance with clause 20.6 then the Lessor may remove them and all costs and expenses incurred directly and indirectly shall be recoverable against the Lessee.
- 20.8 Any Improvements remaining on the Land after the period referred to in clause 20.6 shall become the property of the Lessor without any compensation or other payment

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE**

whatsoever to the Lessee. Any improvements remaining on the land shall (where applicable) must have a current Building Warrant of Fitness certificate.

20.9 The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease until it has met its obligations under clause 20.6.

20.10 Whenever resource consent is required to remove or demolish any Improvements the Lessee shall use all reasonable endeavours to obtain all necessary consents and shall continue to be obliged to pay rent and outgoings under this Lease until such time that the Lessor is satisfied on reasonable grounds that the Lessee has used all reasonable endeavours to obtain all necessary consents and produced to the Lessor evidence satisfactory to the Lessor to satisfy this requirement.

## **21. DESTRUCTION AND REDEVELOPMENT**

21.1 The Lessee shall be entitled to carry out repairs, demolition, relocation, additions, reinstatement or redevelopment to any Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to demolish, relocate, redevelop, replace or add to any Improvements on the Land provided the following conditions are or will be satisfied -

21.1.1 any repair, demolition, relocation, addition, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and

21.1.2 the Lessee is able to obtain all resource and building consents necessary to carry out any works programme;

and upon satisfaction of such conditions the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Improvements or such part of Improvements requiring such work in accordance with the conditions set out above.

21.2 In the event that the Lessee is prevented from reinstating or rebuilding in the event of total or partial destruction it may, subject to clause 21.3 terminate this Lease provided that the Lessee demolishes the Improvements and clears and restores the Land all in accordance with the requirements of Clause 20.6.

21.3 The Lessee shall give twelve (12) months notice of intention to terminate pursuant to clause 21.2.

21.4 For the avoidance of doubt "prevented" for the purposes of clause 21.2 shall:

21.4.1 include prevention from reinstatement or rebuilding on the Land pursuant to the Building Act or Resource Management Act.

21.4.2 not include "cost" or "replacement cost" as a basis for non reinstatement or rebuilding.

## **22. CONTAMINANTS**

22.1 If during the term of this Lease the Lessee through its use of the Land or of the Lessee's Improvements, causes, permits or allows Contamination of the Land or any other property, the Lessee shall forthwith, at its own cost, remediate the contaminated property to its condition prior to such Contamination occurring.

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE**

22.2 In this provision "Contamination" shall mean any change to the physical, biological, or chemical condition of the Land or any other property by a Contaminant and "Contaminant" shall have the meaning set out in Section 2 of the Resource Management Act 1991.

**23. NOTICES**

23.1 All notices must be in writing and must be served by one of the following means:

23.1.1 in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and

23.1.2 in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:

(a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or

(b) by personal delivery, or by posting by registered or ordinary mail, or by facsimile transmission.

23.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:

23.2.1 in the case of personal delivery, when received by the addressee at the address detailed in clause 23.2; and

23.2.2 in the case of posting by registered mail, on the third working day following the date of posting to the addressee at the address detailed in clause 23.2; and

23.2.3 in the case of facsimile transmission, on the working day following the date of sending to the addressee's facsimile number designated in clause 23.2 provided that the sender produces a confirmation notice that the facsimile has been sent on that day.

23.3 Details for Notices:

[Leasing Entity]

23.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Lessor, it is to be supported by satisfactorily written delegation from the Lessor confirming the appointment of the party giving the notice.

**24. DEFAULT BY LESSEE**

24.1 The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the land at the time or any time thereafter:

24.1.1 If the rent shall be in arrear twenty (20) working days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) working days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;

24.1.2 In case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE**

Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with Section 246 of the Property Law Act 2007;

and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

**25. DISPUTE RESOLUTION**

- 25.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.
- 25.2 If the parties cannot resolve a dispute or difference within fifteen (15) Business days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).
- 25.3 If the parties cannot agree on any dispute resolution technique within a further fifteen (15) Business days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under clause 25.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their Umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.
- 25.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

**26. COSTS**

- 26.1 The parties shall each pay their own solicitors' costs on preparing and finalising this Lease or any renewal or variation of this Lease.
- 26.2 The Lessee shall be responsible for payment of all registration fees including agency charges imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.
- 26.3 The Lessee shall pay for all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observance of any of the terms, covenants and conditions of this Lease.

**27. LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS**

- 27.1 The Lessor will have the right to inspect the Land no more than twice each year during the term or any renewal of this Lease with Valuers or other experts and consultants provided such inspections are carried out at times reasonably acceptable to the Lessee

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE**

on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. Any such inspections should be carried out in accordance with the Lessee's security and health and safety requirements and the Lessee shall have the right to change any suggested time to a mutually convenient time.

- 27.2 Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lessee for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.
- 27.3 If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:
- 27.4 Complete a security check on terms reasonably acceptable to the Lessee:
- 27.4.1 Provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing; and
- 27.4.2 Familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.
- 27.5 The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.
- 27.6 The Lessee will during the period of twelve (12) months prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees or purchasers and allow the Lessor to affix to the Land appropriate sale or reletting notices.

**28. DISPOSAL OF LESSOR'S INTEREST**

- 28.1 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land provided:
- 28.1.1 any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and
- 28.1.2 That while Her Majesty the Queen is the Lessee and occupies the Land the following further provisions shall apply:
- (a) The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).
- (b) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:
- (i) The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE**

- (ii) The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within five (5) working days of receiving the Lessor's advice pursuant to clause 28.1.2(a) above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor. Such objection is not to be arbitrarily or unreasonably made but must be founded on genuine identifiable concerns;

- (c) If the Lessor does not receive written notice from the Lessee pursuant to clause 28.1.2(b) above together with grounds to substantiate its reasonable apprehension within five (5) working days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.
- (d) If the Lessee objects to the proposed Assignee in accordance with clause 28.1.2(b)(i) or (ii) above, then the Lessor shall not dispose of its interest to the proposed Assignee.
- (e) If the Lessor fails to advise the Lessee in writing of the disposal of its interest in the Land and the Lessee has objections to the proposed Assignee based on those reasons set out in clauses 28.1.2(b)(i) or (ii) above, then the Lessee shall be entitled at any time thereafter to terminate this Lease on seven (7) days written notice and the Lessee's obligations under this Lease shall cease from the expiration of such notice.

**29. HOLDING OVER**

- 29.1 If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) working days written notice at the rent then payable per month for the Land and otherwise on the same covenants and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

**30. EXCLUSION OF IMPLIED PROVISIONS**

- 30.1 The following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

30.1.1 Clause 10 - Premises unable to be used for particular purpose;

30.1.2 Clause 11 - Power to inspect premises.



**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**6.3: LEASE FOR DEPARTMENT OF CONSERVATION  
RENWICK AREA OFFICE**

**SCHEDULE OF LAND**

0.3996 hectares, more or less, being Lot 2 DP 37 All Gazette Notice 77142  
Marlborough Land District

NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

---

6.3: LEASE FOR DEPARTMENT OF CONSERVATION RENWICK AREA OFFICE

**LEASE OF FREEHOLD**

Correct for the purposes of the Land Transfer Act  
1952

Situate in Renwick

**[LEASING ENTITY]**

Lessor

**HER MAJESTY THE QUEEN**  
acting by and through the  
**MINISTER OF CONSERVATION**

Lessee

(

---

**7. ENCUMBRANCES FOR LICENSED LAND PROPERTIES**

---

(

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**7.1 TYPE B ENCUMBRANCE**

---

7.1: TYPE B ENCUMBRANCE

Date

**PARTIES**

- 1 **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (the "**Grantor**")
- 2 **[THE TRUSTEES OF TE PĀTAKA A NGĀTI KŌATA]** (the "**Grantee**")

**BACKGROUND**

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

**BY THIS DEED IT IS AGREED AND DECLARED** as follows:

1 **DEFINITIONS AND CONSTRUCTION**

1.1 **Definitions**

In this Deed, unless the context otherwise requires:

"**Commencement Date**" means the date first written above;

"**Deed**" means this deed, the Background and the Schedule annexed hereto;

"**Grantee**" also includes the registered proprietors of the Grantee's Land and the licensees, lessees, employees, agents, contractors, successors and assigns of the Grantee;

"**Grantor**" also includes the other registered proprietors from time to time of the Grantor's Land;

"**Grantee's Land**" means the land described in paragraph 3 of the First Schedule;

"**Grantor's Land**" means the land described in paragraph 1 of the First Schedule and includes any part thereof;

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

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

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Grantee's Land and includes the employees, agents, contractors and successors and assigns of the Crown Forestry Licensee;]

1.2 **Construction**

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

**7.1: TYPE B ENCUMBRANCE**

- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Deed;
- 1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Deed;
- 1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

**2 GRANT OF ACCESS RIGHTS**

- 2.1 Pursuant to section [enter appropriate section and title of settlement legislation] the Grantor hereby grants to the Grantee a right of way over that part of the Grantor's Land shown marked [ ] on DP [ ] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Deed to the intent that the easement shall be forever appurtenant to the Grantee's Land as set out in the First Schedule.
- 2.2 In consideration of the Grantor agreeing to enter into this Deed the Grantee shall duly observe the obligations imposed on it under this Deed.

**3 OBLIGATIONS OF THE GRANTEE**

The rights and powers conferred under clause 2 of this Deed are granted subject to the following conditions and obligations:

- 3.1 The Grantee shall when passing or repassing over the Grantor's Land:
- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
- 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor provided that the Grantee shall be permitted, without limitation to use any class of vehicle which is ordinarily used in a production forest (including, but not limited to, haulers and heavy logging trucks);
- 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
- 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of

**NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE**

---

**7.1: TYPE B ENCUMBRANCE**

noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any vegetation on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):

- (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
  - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs shall not purport to close the road or restrict public access to the Grantor's Land, are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.
- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Deed that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
  - 3.1.2 alter the location of the road; or
  - 3.7.3 alter the way in which the run-off from the road is disposed of; or
  - 3.7.4 change the nature of the road surface; or
  - 3.7.5 park or store equipment or material on the Grantor's Land,
- without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

**7.1: TYPE B ENCUMBRANCE**

- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any vegetation on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor.
- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
- 3.11 The Grantee shall comply at all times with all statutes and regulations, in particular the Conservation Act 1987 and the Acts in its First Schedule where relevant, and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed. **Provided that** pursuant to section [*enter appropriate section and title of settlement legislation*], this easement will be enforceable in accordance with its terms, notwithstanding Part 3B of the Conservation Act 1987.

**4 GRANTOR'S RIGHTS**

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

**5 COSTS**

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Deed.

**6 LICENCE**

*[This clause will be omitted if there is no Crown Forestry Licence at the time this easement is granted]*

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantee's Land, under which the Crown Forestry Licensee has rights in respect of the Grantor's Land, and this Deed is entered into subject to, and the rights under it must not be exercised in a manner inconsistent with those rights of the Crown Forestry Licensee.

**7 REGISTRATION**

The parties shall take and do all such acts and things necessary to ensure that this Deed (or an Easement Instrument Grant of Right of Way on substantially the same terms) is registered as soon as the Registrar-General of Land confirms that this Deed, or such an easement instrument, can be registered against the Grantor's Land.



7.1: TYPE B ENCUMBRANCE

8 DELEGATION

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

9 NOTICES

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

9.1.1 the Grantor's address as set out in paragraph 2 of the First Schedule;

9.1.2 the Grantee's address as set out in paragraph 4 of the First Schedule.

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

10 SEVERABILITY

If any part of this Deed 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 Deed which shall remain in full force.

11 DISPUTES RESOLUTION

Should any dispute arise between the parties touching any matter relating to this Deed then:

11.1 any dispute will be defined by written notice by the party raising it to the other and will forthwith be discussed (on a "without prejudice" basis) by the parties in an attempt to resolve their differences amicably, including, with the agreement of both parties, the discussion extending to a mediation discussion in the presence of an experienced mediator (who will be agreed between the parties or, failing agreement, a mediator appointed by the President for the time being of the New Zealand Law Society);

11.2 if such discussion or mediation between the parties fails to produce any agreement, within 14 days of receipt by the other party of the written notice, the matter in dispute will be referred to arbitration in accordance with the Arbitration Act 1996;

11.3 the arbitration will be commenced by either party giving to the other notice in writing stating the subject matter and details of the difference and that party's desire to have the matter referred to arbitration;

11.4 the arbitration will be by one arbitrator to be agreed by the parties and, failing agreement, as appointed by the then President of the New Zealand Law Society or its successor. The award in the arbitration will be final and binding on the parties.



NGĀTI KŌATA DEED OF SETTLEMENT:  
DOCUMENTS SCHEDULE

---

7.1: TYPE B ENCUMBRANCE

**FIRST SCHEDULE**

**1. GRANTOR'S LAND:**

*[enter details]*

**2. GRANTOR'S ADDRESS:**

Department of Conservation

**3. GRANTEE'S LAND:**

*[enter details]*

**4. GRANTEE'S ADDRESS:**

Te Pātaka a Ngāti Kōata

(