

**NGĀTI KURI**

**and**

**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:  
DOCUMENTS**

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**1. TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT  
AND WELLBEING ACCORD**

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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

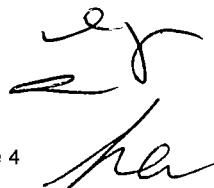
TE HIKU O TE IKA  
and  
HER MAJESTY THE QUEEN

---

Te Hiku o Te Ika Iwi - Crown  
SOCIAL DEVELOPMENT AND WELLBEING ACCORD

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5 February 2013

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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

The TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD is signed on 5 February 2013, between:

THE IWI OF TE HIKU O TE IKA

**SIGNED** for and on behalf of Ngāti Kuri by the trustees of Te Manawa O Ngāti Kuri Trust

\_\_\_\_\_  
\_\_\_\_\_

in the presence of:

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

Witness Name:

Occupation:

Address:

**SIGNED** for and on behalf of Te Aupōuri by the trustees of Te Rūnanga Nui o Te Aupōuri Trust:

\_\_\_\_\_  
Raymond Subritzky

\_\_\_\_\_  
Hugh Acheson Karena



in the presence of:

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

Witness Name:

Occupation:

Address:

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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

**SIGNED** for and on behalf of NgāiTakoto by the trustees of Te Rūnanga o NgāiTakoto:

\_\_\_\_\_  
Rangitane Marsden

\_\_\_\_\_  
Robert Tamati

in the presence of:

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

Witness Name:

Occupation:

Address:

**SIGNED** for and on behalf of Te Rarawa by the trustees of Te Rūnanga o Te Rarawa:

\_\_\_\_\_  
Haami Piripi

\_\_\_\_\_  
Malcolm Peri

in the presence of:

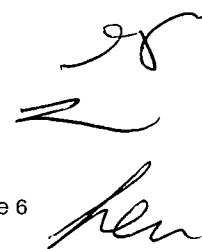
\_\_\_\_\_  
Signature of Witness

Witness Name:

Occupation:

Address:

and

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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

**HER MAJESTY THE QUEEN**

**SIGNED** for and on behalf of her Majesty the Queen by the Prime Minister, the Minister of Social Development and the Minister of Māori Affairs.

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**Rt Hon John Key**  
Prime Minister

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**Hon Paula Bennett**  
Minister of Social Development

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**Hon Dr Pita Sharples**  
Minister of Māori Affairs

in the presence of:

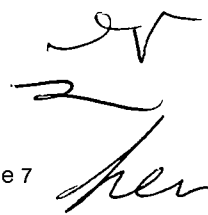
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Signature of Witness

Witness Name:

Occupation:

Address:



Handwritten signatures of Rt Hon John Key and Hon Paula Bennett.



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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

TE HIKU O TE IKA IWI WITNESSES

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**1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD**

**THE PARTIES**

**Te Hiku o Te Ika Iwi**

1. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
  - a. Ngāti Kuri; and
  - b. Te Aupōuri; and
  - c. Ngāi Takoto; and
  - d. Ngāti Kahu; and
  - e. Te Rarawa.
2. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
3. Although Ngāti Kahu is not a party to this Accord, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to the Accord or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
4. Ngāti Kahu may become a party to this Accord at any time by giving written notice to the parties.

**The Crown**

5. The Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers or their delegates who are signatories to the Accord and Departments of the Crown that sign portfolio agreements with the Te Hiku o Te Ika Iwi pursuant to this Accord.

**PURPOSE**

6. The purpose of the Accord is to provide a means for the Crown and Te Hiku o Te Ika Iwi to work together to improve the social wellbeing of the people of Te Hiku o Te Ika. The Accord sets out the structures and relationships that will guide the parties in their collaboration to improve the social circumstances of Te Hiku o Te Ika Iwi, hapū and whānau, and the wider community.
7. The parties will work together to realise the Purpose and the Shared Outcomes as set out in Clause 22 below (and as modified or changed by the parties from time to time), and as further defined in applicable portfolio agreements.
8. The Crown recognises that tailored measures may be required from time to time in the rohe of Te Hiku o Te Ika in order to improve the social circumstances of Te Hiku o Te Ika Iwi, hapū and whānau, and the wider community. The Crown will take steps to, within available resources, achieve progressively the full realisation of the social, economic and cultural objectives envisaged by the Accord, for the betterment of Te Hiku o Te Ika Iwi.
9. The Accord provides for regular meetings of the parties and includes a series of portfolio agreements, which provide for Te Hiku o Te Ika Iwi input into Government priority setting,

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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

decision-making, and monitoring and evaluation related to Government investment in social development and wellbeing, including in the education, labour, housing, internal affairs, justice, economic development and Māori Affairs sectors.

10. In the event of any agency in this Accord either ceasing to exist or to hold its current portfolio responsibilities then the parties will transfer the obligations and commitments under this Accord to the agency most able to discharge the responsibilities and accept the obligations of the Accord. Ministerial endorsement or where necessary, direction, will be sought to ensure such a transfer.

### CONTEXT

11. The Crown has entered into this Social Development and Wellbeing Accord (the Accord) as part of the settlement of the historical Treaty of Waitangi claims of the following iwi:

- Ngāti Kuri
- Te Aupōuri
- Ngāi Takoto
- Te Rarawa

(together with the Crown the parties)

12. The historical context for this Accord stems from the Crown's failure to ensure that Te Hiku o Te Ika iwi were left with sufficient land and resources for their ongoing maintenance and support. This failure was compounded by a lack of economic development and social services which iwi were led to expect from early land transactions with the Crown.
13. In the nineteenth century, Crown purchasing of Te Hiku o Te Ika iwi lands, and the sale of further land following the Native Land Court processes, alienated iwi from a large portion of their traditional lands and resources. By 1865, nearly half of the land in Te Hiku o Te Ika was no longer in iwi ownership. There were few benefits from these land sales because settlement did not occur on most of the lands in Crown ownership. There was little development of infrastructure and few social services.
14. In the twentieth century, the iwi were excluded from effective control of much of their remaining lands for long periods of time when it came under the control and supervision of the Tokerau Maori Land Board and other Crown agencies. Decisions about land use and occupation were made by officials. By 1908, less than 20 percent of the district remained in Māori ownership and today just eight percent of Te Hiku o Te Ika land is in Māori ownership.
15. This land loss limited meaningful participation by iwi in the social and economic development within their rohe. Over time iwi found that even a subsistence lifestyle was not possible for most of their members. Loss of land and autonomy together with economic marginalization had devastating effects on the social, economic, cultural, physical and spiritual wellbeing of the iwi that continue to be felt today.<sup>1</sup> Te Hiku o Te Ika

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<sup>1</sup> The census data classifies Te Hiku o Te Ika as an area of social deprivation and the members of Te Hiku o Te Ika iwi are over represented in criminal justice statistics.



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**1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD**

Iwi have lacked opportunities for economic and social development and some have endured extreme poverty and poor health.

16. The Accord now sets out the way in which the parties will improve their relationship based on the Te Tiriti o Waitangi / Treaty of Waitangi and its principles by working together in a new way to design processes and contribute to the social development and wellbeing of the whānau, hapū and iwi of Te Hiku o Te Ika. Each of the iwi who are party to the Accord are also committed to working together collaboratively for the benefit of their people whilst recognising that each iwi retains its own mana motuhake.

**SCOPE OF ACCORD**

17. The Accord will apply to all those matters as agreed in this document and the attached portfolio agreements, memoranda of understanding or similar agreements between Te Hiku o Te Ika Iwi and Ministers of the Crown, or their delegates and/or Chief Executives of Crown agencies.

**SHARED RELATIONSHIP PRINCIPLES**

18. The parties have entered into the Accord in good faith based on their respective commitments to each other.
19. The parties are committed to establishing, maintaining and strengthening positive, co-operative and enduring relationships, and agree to:
- a. give effect to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi;
  - b. respect the autonomy of the parties and their individual mandates, roles and responsibilities;
  - c. actively work together using shared knowledge and expertise to achieve the purpose and vision;
  - d. co-operate in partnership with a spirit of good faith, integrity, honesty, transparency and accountability;
  - e. engage early on issues of known interest to either of the parties;
  - f. enable and support the use of te reo and tikanga Māori; and
  - g. acknowledge that the parties' relationship is evolving.
20. The parties will endeavour to work together to resolve any issues that may arise in the application of these principles.

**SHARED VISION**

21. The shared vision of the parties is:

The communities, whānau, hapū and iwi of Te Hiku o Te Ika are culturally, socially and economically prosperous.

Kia whiwhi ngā hapori, whānau, hapū me ngā iwi o Te Hiku o Te Ika i te oranga tonutanga, kia rānea.



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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

**SHARED SOCIAL DEVELOPMENT AND WELL BEING OUTCOMES**

22. The parties to this Accord are committed to achieving the following shared social development and wellbeing outcomes (the Shared Outcomes) through this Accord:

- OUTCOME 1: **Secure Standard of Living:** The members of Te Hiku o Te Ika Iwi have a secure standard of living comparable to the New Zealand population as a whole.
- OUTCOME 2: **Educated and Skilled:** The members of Te Hiku o Te Ika Iwi are well educated and skilled people who contribute positively to society and their own wellbeing.
- OUTCOME 3: **Culturally Strong:** The members of Te Hiku o Te Ika Iwi have a strong and vital culture, history, language and identity; including the preservation and protection of taonga both tangible and intangible.
- OUTCOME 4: **Healthy:** The members of Te Hiku o Te Ika Iwi are addressing their health needs in a holistic way, and are accessing health services that are appropriate to their needs and culture.
- OUTCOME 5: **Well Housed:** The members of Te Hiku o Te Ika Iwi are living in healthy and secure environments that are appropriate to their needs and culture.
- OUTCOME 6: **Economically Secure and Sustainable:** The members of Te Hiku o Te Ika Iwi are engaging in a diverse, progressive and sustainable economy.
- OUTCOME 7: **Respected and Safe:** The members of Te Hiku o Te Ika Iwi are living in a safe and just society where there is respect for civil and democratic rights and obligations.

23. The parties may decide to prioritise certain Shared Outcomes within specific time periods by mutual agreement in writing. The parties may also decide to modify or replace these Shared Outcomes by mutual agreement in writing.

**MECHANISMS**

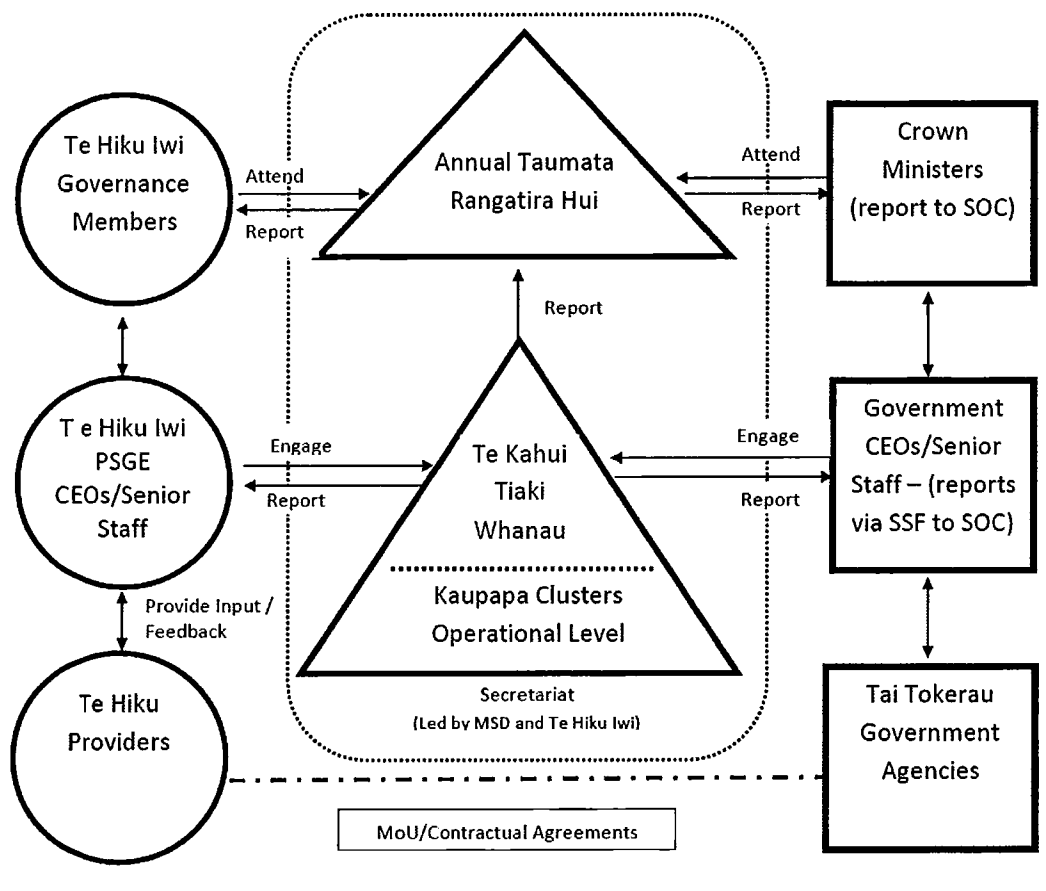
24. The parties will implement this Accord through the following mechanisms:

- a. An annual Te Hiku o Te Ika - Crown Taumata Rangatira Hui, as set out at clauses **26-33**.
- b. Regular Crown - Te Hiku o Te Ika Iwi operational level engagement through Te Kāhui Tiaki Whānau Hui (and related Kaupapa Cluster meetings) and the evaluation and planning process to assess progress and design and implement strategies to achieve the Shared Outcomes, as per clauses **34-38** and **39-52**; and
- c. Specific portfolio agreements as set out in Annex A. Portfolio agreements with government departments are part of, and subject to, the terms of the Accord.

25. A diagram outlining the relationships between Te Hiku o Te Ika Iwi and the Crown through the Taumata Rangatira Hui and Te Kāhui Tiaki Whānau Hui is set out below (Figure 1).

1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

Figure 1: Relationships Created between Te Hiku o Te Ika Iwi and the Crown



**ANNUAL TAUMATA RANGATIRA HUI**

26. The parties to this Accord will hold an annual Taumata Rangatira Hui.

27. At the annual Taumata Rangatira Hui, the parties will:

- a. review the results of the evaluations carried out in accordance with clauses 39-52; and
- b. confirm the priority areas for iwi and the Crown to work together to achieve the Shared Outcomes or any Priority Outcomes;
- c. confirm the strategy for Crown advocacy of the priority areas in 27(b) above to the Chair of the Cabinet Social Policy Committee (SOC); and
- d. where Ministerial direction is necessary adopt, modify or reject the recommendations made by Te Kāhui Tiaki Whānau regarding:
  - (i) the means by which the parties will work together to achieve the Shared Outcomes or any Priority Outcomes; and
  - (ii) the Indicators used to measure the progress towards achievement of the Shared Outcomes; and

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- (iii) the adequacy and relevance of the Shared Outcomes and their associated Indicators, and agree on modifications or changes as necessary;
- e. discuss any other matters relating to the Accord as agreed between the parties.
- 28. The parties will confirm the hui date, agenda and location of the hui, at least two months prior to each Taumata Rangatira Hui.
- 29. The parties will be represented at the Taumata Rangatira Hui by:
  - a. Ministers of the Crown or appropriate delegates (as agreed with the Te Hiku o Te Ika Iwi), whose portfolios align to the agreed agenda; and
  - b. Governance representatives of Te Hiku o Te Ika Iwi.
- 30. Senior government officials and Te Hiku o Te Ika Iwi kaimahi will attend as necessary in support of their Ministers or governance representatives of Te Hiku o Te Ika Iwi.
- 31. A Minister of the Crown and the Chair of one of the Te Hiku o Te Ika Iwi governance entities will co-chair the Taumata Rangatira Hui. The iwi co-chair will be determined by the iwi representatives.
- 32. The Co-Chairs of the Taumata Rangatira Hui, supported by the Secretariat, will report to the Te Hiku o Te Ika Iwi and the Social Sector Forum (SSF) following each Taumata Rangatira Hui, and otherwise as required.
- 33. In the event that the Taumata Rangatira Hui are held in Wellington, the Crown will bear the reasonable travel and accommodation costs for one representative of each Te Hiku o Te Ika Iwi attending the hui. The Crown will bear the reasonable venue and catering costs for the hui.

**TE KĀHUI TIAKI WHĀNAU - OPERATIONAL LEVEL ENGAGEMENT**

- 34. The Crown and Te Hiku o Te Ika Iwi will work together at an operational level to:
  - a. assess progress being made towards the Shared Outcomes or any Priority Outcomes;
  - b. identify social development and wellbeing issues for Te Hiku o Te Ika Iwi and any Priority Outcomes;
  - c. design and implement appropriate strategies to target Te Hiku o Te Ika Iwi social development and wellbeing issues and achieve the Shared Outcomes or any Priority Outcomes;
  - d. where necessary, make recommendations for the consideration at the annual Taumata Rangatira Hui regarding:
    - (i) the means by which the parties will work together to achieve the Shared Outcomes or any Priority Outcomes;
    - (ii) the indicators used to measure the progress towards achievement of the Shared Outcomes; and
    - (iii) the adequacy and relevance of the Shared Outcomes and their associated Indicators, as well as any modifications or changes that may be necessary;

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- e. confirm the strategy for Crown advocacy of matters in **34(a)-(d)** above to the Chair of the SSF.
35. The Crown and Te Hiku o Te Ika iwi will engage with each other at an operational level through the following mechanisms:
- a. two Te Kāhui Tiaki Whānau Hui per annum between senior representatives of government departments with portfolio agreements and/or involved in the SSF and senior representatives of Te Hiku o Te Ika Iwi as part of the evaluation and planning process set out in clauses **39-52**;
  - b. Kaupapa Cluster meetings between senior representatives from relevant government departments and senior representatives of Te Hiku o Te Ika Iwi as required to progress the Shared Outcomes or any Priority Outcomes (e.g. early childhood education) or address emerging issues (e.g. sudden closure of a major employer). Kaupapa Clusters will be established and maintained as provided in clauses **47-50**; and
  - c. the Secretariat co-managed by a Ministry of Social Development manager and a Te Hiku o Te Ika Iwi appointed member and comprising members from the Ministry of Social Development, Te Puni Kōkiri, Te Hiku o Te Ika Iwi and all the agencies that have signed portfolio agreements. The Secretariat will operate as provided in clauses **56-61**.
36. Te Kāhui Tiaki Whānau Hui will be co-chaired by an iwi representative and a senior representative of the Responsible Agency. The Iwi co-chair will be determined by the iwi representatives.
37. The Co-Chairs of the Te Kāhui Tiaki Whānau Hui, supported by the Secretariat, will report to the SSF following each Taumata Rangatira Hui, and otherwise as required.
38. The parties will bear their own costs in attending Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster meetings. The Crown will bear the reasonable venue and catering costs for the hui.

**EVALUATION AND PLANNING PROCESS**

39. The parties agree that evaluation and planning will be important throughout the life of this Accord in order to measure and ultimately ensure progress towards achieving the Shared Outcomes. The purpose of these provisions is to ensure that the parties:
- a. have appropriate available information to enable them to determine appropriate intervention measures;
  - b. have appropriate information to enable them to determine the indicators that should be used to measure the achievement of targets and outcomes;
  - c. receive regular reports on the progress being made towards achieving agreed targets and Outcomes;
  - d. can better understand the context of nationally applied programmes; and
  - e. are in a better position to inform possible changes to policies, priorities, and investment in development and wellbeing.



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40. Any reference to timeframes in clauses 41-52 are indicative only and subject to confirmation once the Accord has come into effect. Timeframes may also be varied to ensure consistency with government agency planning processes.

**Definition of Indicators**

41. Within three months from the date of signing this Accord and once every five years thereafter, the parties will use their best endeavours to agree the terms of reference for the initial and future state of Te Hiku o Te Ika Iwi well-being reports, including the indicators to be used to determine the current state of wellbeing of Te Hiku o Te Ika Iwi members (the Indicators). The Indicators may be changed by mutual agreement of the parties in writing.

**Five Yearly State of Te Hiku o Te Ika Iwi Social Development and Well-being Report and Target Setting**



42. Within 6 months of the signing of this Accord, the following agencies will use their best endeavours to provide comprehensive information (including comparisons with national statistics) regarding Te Hiku o Te Ika Iwi members, including, where available, reporting against the Indicators, key trends, research, evaluation of past and present agency interventions (not limited to interventions involving Te Hiku o Te Ika Iwi members) and any proposed interventions:

- a. Ministry of Social Development
- b. Ministry of Education
- c. Ministry of Justice
- d. New Zealand Police
- e. Department of Corrections
- f. Ministry of Business, Innovation and Employment
- g. Department of Internal Affairs
- h. Te Puni Kōkiri
- i. Statistics New Zealand
- j. Any other agencies that enter into portfolio agreements with Te Hiku o Te Ika Iwi in accordance with clause 74.

43. Where the provision of information under clause 42 would involve substantial collation or research or any agency is unable to determine whether information it holds is required for the purposes of this evaluation process the relevant agency will engage with Te Hiku o Te Ika Iwi to agree which information will be provided.

44. Within 6 months of the signing of this Accord, Te Hiku o Te Ika Iwi will use their best endeavours to provide comprehensive information regarding Te Hiku o Te Ika Iwi members from any sources available to them including registration data, qualitative data from iwi providers and hapū and iwi plans.

45. All information provided under clauses 42 and 44 will be sent to the Secretariat.

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46. Within two months of the receipt of the information provided by agencies and Te Hiku o Te Ika Iwi under clauses 42 and 44, the Secretariat will review and analyse the information to determine the state of wellbeing in Te Hiku o Te Ika, identify key trends and areas where intervention is necessary, the degree of urgency in which intervention is required and evaluate previous interventions. The Responsible Agency will collate this information into a "State of Te Hiku o Te Ika Social Development and Wellbeing Report" (the Report). The Secretariat will approve the final version of the Report.
47. Within two months of the receipt of the Report, a Te Kāhui Tiaki Whānau Hui will take place to identify any Priority Outcomes and areas for intervention. Kaupapa Clusters will be established at the Te Kāhui Tiaki Whānau Hui to develop the targets and interventions required to achieve the Shared Outcomes or any Priority Outcomes. The agenda for the Taumata Rangatira Hui will also be agreed based on the Priority Outcomes and areas for intervention.
48. Within two months of the Te Kāhui Tiaki Whānau Hui the Kaupapa Clusters will develop proposed targets and interventions. Where possible, these interventions will then be implemented through the Kaupapa Clusters or otherwise by agreement between the relevant agencies and Te Hiku o Te Ika Iwi. Where Ministerial direction is required, the proposals will be included in the agenda for the Taumata Rangatira Hui.
49. The parties agree to use their best endeavours to implement the processes set out in clauses 41-48, and that these processes will take place in the first year after the signing of this Accord and every five years thereafter.
50. In the event that an agency does not provide information in a timely fashion or a manner that is useful for evaluation purposes or otherwise fail to engage with the evaluation and planning process, it will be the role of the Responsible Agency to intercede as set out in clause 63.

**Annual Evaluation and Planning Cycle**

51. The parties agree that the annual evaluation and planning cycle will involve the following steps:
- a. By 31 January: Agencies and Iwi to use their best endeavours to provide information relating to the agreed indicators, current approach to addressing wellbeing issues and proposed plans for forthcoming year(s).
  - b. By 31 March: The Secretariat to review and analyse the information provided.
  - c. By 31 May: Te Kāhui Tiaki Whānau Hui to assess progress in meeting wellbeing targets, discuss agency work programmes for forthcoming year, identify Priority Outcomes, establish or maintain Kaupapa Clusters and set agenda for the Taumata Rangatira Hui.
  - d. By 30 July: Kaupapa Clusters develop proposed interventions including recommendations to be presented to the Annual Taumata Rangatira Hui (where Ministerial direction is required). Kaupapa Clusters will continue to work together throughout the year to advance agreed work programmes.

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- e. By 30 September: Annual Taumata Rangatira Hui.
- f. By 30 November: Te Kāhui Tiaki Whānau Hui to discuss agency work programmes and agree the terms of reference for the reporting process for the following year.

52. In the first year of the Accord and every five years thereafter, the annual evaluation and planning process and the five yearly Report process will take place in parallel with any necessary amendment to the cycle set out in clause 51.

**PORTFOLIO AGREEMENTS**

53. A portfolio agreement means a letter of commitment, a memorandum of understanding or similar agreement that confirms the roles and responsibilities of the parties and identifies areas for co-operation and partnership.

54. Portfolio agreements are made between Te Hiku o Te Ika Iwi and Government agency chief executives relevant to the Shared Outcomes and come into effect at the same time as the Accord is executed, or at a later date mutually agreed by the parties. The portfolio agreements contain detailed provisions setting out the steps and/or engagement to be taken to achieve the Shared Outcomes and the responsibilities of iwi and Crown agencies in relation to these steps.

55. At the date of signing this Accord includes the following portfolio agreements between Te Hiku o Te Ika Iwi and government agency chief executives:

- *Te Hiku o Te Ika - Ministry of Social Development Agreement*
- *Te Hiku o Te Ika - Ministry of Education - Tertiary Education Commission Agreement*
- *Te Hiku o Te Ika - Ministry of Justice, Department of Corrections, New Zealand Police Agreement*
- *Te Hiku o Te Ika - Ministry of Business, Innovation and Employment - Agreement*
- *Te Hiku o Te Ika - Department of Internal Affairs Agreement*
- *Te Hiku o Te Ika - Te Puni Kōkiri Agreement*
- *Te Hiku o Te Ika - Statistics New Zealand Agreement.*

**THE SECRETARIAT**

56. A Te Hiku o Te Ika Iwi - Crown Secretariat will be formed, comprising members from the Ministry of Social Development, Te Puni Kōkiri, the Te Hiku o Te Ika Iwi and all Crown agencies that have signed portfolio agreements.

57. The purpose of the Secretariat is to establish a collaborative and enduring relationship between Crown agencies and Te Hiku o Te Ika Iwi and to improve social development and wellbeing outcomes in Te Hiku o Te Ika.

58. The Secretariat will be co-managed by a Ministry of Social Development manager and a Te Hiku o Te Ika Iwi appointed member.

59. The Secretariat will operate at two levels: first, at the central government level, to ensure Te Hiku o Te Ika Iwi input into overarching policies and programmes and secondly, in the

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rohe, to ensure that areas of focus capture synergies with agencies' service delivery arms (e.g. Work and Income, Police, Corrections, etc).

60. The Secretariat will:

- a. support the annual Taumata Rangatira Hui in its deliberations;
- b. support the Kāhui Tiaki Whānau and Kaupapa Cluster Group hui in their work;
- c. oversee the collation and analysis of information that informs progress towards the shared outcomes, including the initial and five yearly State of Te Hiku o Te Ika Social Development and Wellbeing Reports;
- d. ensure Te Hiku o Te Ika Iwi input into overarching policies and programmes, especially synergies that might exist between agencies and iwi and amongst different issues and interventions; and
- e. ensure that Te Hiku o Te Ika Iwi are appropriately involved in informing the focus of agencies and interventions (e.g. Work and Income, Police, Corrections etc).

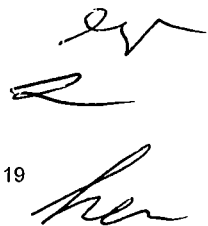
61. The Secretariat will support the Co-chairs of the annual Taumata Rangatira Hui and Co-chairs of the annual Te Kāhui Tiaki Whānau Hui in their reporting to the Te Hiku o Te Ika Iwi and the SSF.

**RESPONSIBLE AGENCY**

62. The Responsible Agency is the Ministry of Social Development (MSD).

63. The Responsible Agency is responsible for:

- a. co-managing the Secretariat and reporting to SSF and to the Te Hiku o te Ika Iwi;
- b. working with the Crown agencies which are party to this Accord and the portfolio agreements to ensure they provide timely and relevant available information and interact with other Crown agencies and Te Hiku o Te Ika Iwi as set out in this Accord;
- c. working through the Secretariat to undertake administrative, research and analytical functions set out in clauses **39-52**;
- d. working through the Secretariat to undertake administrative, research and analytical functions to prepare the initial and five yearly State of Te Hiku o Te Ika Social Development Wellbeing Reports;
- e. jointly co-ordinating, with Te Puni Kōkiri (TPK), the annual Taumata Rangatira Hui;
- f. jointly co-ordinating, with TPK, the twice yearly Te Kāhui Tiaki Whānau Hui;
- g. facilitating, with Te Hiku o Te Ika Iwi, relevant Kaupapa Cluster meetings; and
- h. establishing and maintaining an up to date register of contact details of the parties of the Accord and Portfolio Agreements.

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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

**COMMUNICATION AND CONSULTATION**

64. The parties recognise the benefit of mutual information exchange and will as far as possible exchange any reasonably available information that is relevant to and will assist with the implementation of the Accord (including the attached portfolio agreements).
65. Where information has been requested under the Official Information Act 1982, from a Parliamentary Select Committee, or as a Parliamentary Question, the Crown will, where practicable, consult with the other parties before responding.
66. The obligations in the Accord relating to communication and access to information do not apply to information that the Crown or Te Hiku o Te Ika is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure or information that may be withheld under the Official Information Act 1982 or the Privacy Act 1993).
67. The parties will maintain effective and efficient communication with one another by:
- a. ensuring that the respective parties have clear and agreed processes and opportunities for regular engagement; and
  - b. providing information on the identity and contact details of primary contacts and personnel responsible for matters relating to the Accord.
68. For the purpose of clause 67(a), regular engagement will involve kanohi ki te kanohi (face to face) contact as the preferred method of communication, and other methods of communication where appropriate.
69. Where consultation is required under this Accord, the parties will:
- a. ensure the other is consulted as soon as reasonably practicable following the identification and determination of the proposal or issues to be the subject of the consultation;
  - b. provide the other with sufficient information and time for participation in the decision-making process, including the preparation and making of informed submissions in relation to any of the matters that are subject to the consultation;
  - c. approach the consultation with an open mind and genuinely consider any views and/or concerns and/or submissions of the other party in relation to any of the matters that are subject to the consultation;
  - d. report back to the other party, either in writing or in person, on any decisions, and the reasons for them; and
  - e. use best endeavours to meet when requested by either party to discuss options to resolve concerns.

**REVIEW / VARIATION OF ACCORD AND PORTFOLIO AGREEMENTS**

70. The parties agree that the Accord and associated portfolio agreements are living documents which should be updated and adapted to take account of current and future developments. This includes considering whether there is an on-going need for the Accord or a particular portfolio agreement.

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71. Any of the parties may request that the Accord or a particular portfolio agreement be reviewed, and the details of such a review will be agreed between the parties.
72. The Accord and portfolio agreements will be reviewed at least three years from the date of signing and, every three years thereafter.
73. The Accord or a portfolio agreement/s may be modified, replaced or terminated if all parties to the Accord or portfolio agreement/s agree in writing to such modification, replacement or termination. A portfolio agreement may be modified, replaced or terminated without affecting the operation of the Accord or other portfolio agreements.
74. The parties will consider entering into further portfolio agreements as necessary to better achieve the Shared Outcomes set out at clause 22.

**RESOLUTION OF MATTERS**

75. If any of the parties considers that any other party is not complying with the Accord (including the attached portfolio agreements) then that party will advise the other party and the parties will work together in good faith to try to resolve the matter.
76. If the matter cannot be resolved informally then the party may give written notice to the other that there is an issue to be resolved. The following process shall be undertaken once notice is received by either party:
- a. within 20 working days of being given written notice, the relevant contact person from each of the parties involved in the dispute will meet to work in good faith to resolve the issue;
  - b. if the issue has not been resolved within 20 working days of the meeting referred to in clause **76(a)**, the Relevant Chief Executive will meet with the Chief Executive of the relevant Te Hiku o Te Ika Iwi party or parties to work in good faith to resolve the issue; and
  - c. if the issue has still not been resolved within 20 working days of the meeting referred to in clause **76(b)**, the Chairman of the Te Hiku o Te Ika Iwi party or parties and the Appropriate Minister or Ministers will meet to work in good faith to resolve the issue provided it is not inconsistent with statutory obligations.
77. For the purposes of clause **76(b)** the Relevant Chief Executive is:
- a. the Chief Executive of the Responsible Agency if the issue or issues relates to the Accord; or
  - b. the Chief Executive with responsibility for the portfolio agreement(s) if the issue or issues relates to a particular portfolio agreement or agreements.
78. For the purposes of clause **76(c)** the Appropriate Minister is:
- a. the Chair of the Cabinet Social Policy Committee if the issue or issues relates to the Accord; or
  - b. the Minister with responsibility for the relevant portfolio if the issue or issues relates to a particular portfolio agreement or agreements.

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79. The parties may also request the Responsible Agency to assist them to resolve any matters.

**LIMITS OF ACCORD**

80. The Crown and the Te Hiku o Te Ika Iwi have signed this Accord in the context of the Treaty settlements signed between the Crown and the individual Te Hiku o Te Ika Iwi. The Crown will use its best endeavours to uphold and fulfil the commitments it gives in this Accord. Notwithstanding this and for the avoidance of doubt

- a. the Accord does not override or limit:
  - i. the legal rights and obligations of the parties, including legislative rights, powers or obligations;
  - ii. the obligations on District Health Boards, as described in the New Zealand Public Health and Disability Act 2000;
  - iii. the functions, duties and powers of the relevant Ministers, Chief Executives and any Ministry officials, or statutory officers;
  - iv. the ability of the Government to introduce legislation and change government policy; and
  - v. the ability of the Crown to interact or consult with any other person, including any iwi, hapū, marae, whānau or their representative;
- b. the Accord does not affect or replace any existing arrangements in place between the parties; and
- c. the Accord does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, land or any other resource including intellectual property held, managed or administered by the Crown or Te Hiku o Te Ika Iwi.

81. The commitments under the Accord are limited to the extent that they are within the capability and resources of Te Hiku o Te Ika Iwi and Crown agencies. However, all parties recognise that in order to achieve the Shared Outcomes, deliberate steps will be required from each party, including the allocation of appropriate resources. Each party is committed to taking such steps on an ongoing basis, and will not adopt measures which would prejudice the achievement of the Shared Outcomes or progress already made without prior consultation with the other party and prior consideration of all reasonable alternatives.

**COMMENCEMENT OF ACCORD, PORTFOLIO AGREEMENTS AND OTHER FORMAL AGREEMENTS**

82. The Accord comes into effect when it is signed, as do the associated portfolio agreements and any other formal agreement reached between the parties. In the event that the four iwi of Te Hiku o Te Ika Iwi that are parties to this Accord and the associated portfolio agreements do not sign them at the same time, the Accord and/or the associated portfolio agreements will come into effect for those iwi that have signed when they are signed by the Crown and three of the Te Hiku o Te Ika Iwi. When the fourth iwi signs the Accord

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and/or the associated portfolio agreements they will then come into effect for the benefit of that iwi party.

**INTERPRETATION**

83. Terms and expressions that are not defined in the Accord but are defined in the Deeds of Settlement have the meaning that they have in the Deeds of Settlement.

**ADMINISTERING AGENCIES**

84. The administering agencies of this Accord, with oversight for its implementation and related co-ordination are:

- a. Ngāti Kuri through Te Manawa O Ngāti Kuri Trust
- b. Te Aupōuri through Te Rūnanga Nui o Te Aupōuri Trust
- c. NgāiTakoto through Te Rūnanga o NgāiTakoto
- d. Te Rarawa through Te Rūnanga o Te Rarawa
- e. Ministry of Social Development.

**CONTACT DETAILS**

**Te Manawa O Ngāti Kuri Trust**

Physical Address:  
5399 Main North Road  
Ngataki RD 4  
Kaitaia 0484

Postal Address:  
5399 Main North Road  
Ngataki RD 4  
Kaitaia 0484

**Te Rūnanga Nui o Te Aupōuri Trust**

Physical Address:  
6636 Far North Road  
RD 4, Te Kao  
Kaitaia, 0484

Postal Address:  
Te Kao PDC  
RD 4  
Kaitaia 0484

**Te Rūnanga o NgāiTakoto**

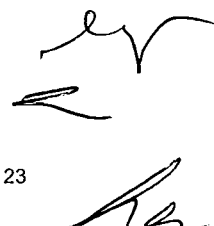
Physical Address:  
16 Matthews Avenue  
Kaitaia 0410

Postal Address:  
P.O Box 262  
Kaitaia

**Te Rūnanga o Te Rarawa**

Physical Address:  
16 Matthews Ave  
Kaitaia 0410

Postal Address:  
P.O. Box 361  
Kaitaia





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**Ministry of Social Development**

Physical Address:  
Bowen State Building  
Bowen Street  
Wellington 6011

Postal Address:  
Ministry of Social Development  
P.O. Box 1556  
Wellington 6140

**DEFINITIONS & GLOSSARY**

**Cabinet Social Policy Committee or SOC** means the existing Cabinet Committee whose terms of reference is to consider social policy issues including health, education and welfare.

**Deed/s of Settlement** means the Deeds of Settlement between Te Hiku o Te Ika Iwi and the Crown or the Deed of Settlement between one of the iwi and the Crown recording the settlement or partial settlement of the historical claims of Te Hiku o Te Ika Iwi or one of the iwi which have been ratified by the members of the iwi, and includes any amendment to those Deeds.

**Indicators** means the agreed indicators to be used to determine the current state of wellbeing of Te Hiku o Te Ika Iwi members as set out in clause 41.

**Kaupapa Cluster** means a working group of senior representatives of relevant government departments and senior representatives of Te Hiku o Te Ika Iwi established under clause 34 to progress work in relation to a particular Priority Outcome or kaupapa.

**NgāiTakoto** has the meaning set out in clause 11.9 of the NgāiTakoto Deed of Settlement.

**Ngāti Kahu** has the meaning set out in paragraph 58 of the Ngāti Kahu Agreement in Principle signed on 17 September 2008.

**Ngāti Kuri** has the meaning set out in the Ngāti Kuri Deed of Settlement.

**Post Settlement Governance Entity** means the entity established by each Te Hiku o Te Ika Iwi to hold and manage the settlement redress transferred to that iwi by the Crown under their Deed of Settlement.

**Priority Outcome/s** means one or more of the Shared Outcomes which has been identified as a priority in accordance with the processes set out at clauses 27(b), 34(b) and 51-52.

**Purpose** means the purpose of the Accord as set out at clause 6.

**Relevant Chief Executive** has the meaning given to this term by clause 76.

**Responsible Agency** means the Ministry of Social Development. The Responsible Agency has the functions set out in clause 63.

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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

**Secretariat** means the secretariat that will be established and operate in accordance with clauses 56-61.

**Shared Outcomes** means the shared social development and wellbeing outcomes set out at clause 22.

**State of Te Hiku o Te Ika Social Development and Wellbeing Report or the Report** means the report regarding the state of social development and wellbeing of the members of Te Hiku o Te Ika Iwi prepared in the first year after the Accord comes into effect and every five years thereafter in accordance with clauses 46 and 49.

**Taumata Rangatira Hui** means the annual hui between Te Hiku o Te Ika Iwi Governance Representatives and Ministers of the Crown and other delegates whose portfolios align to the agreed agenda.

**Te Aupōuri** has the meaning set out in clause 12.10 of the Te Aupōuri Deed of Settlement.

**Te Hiku o Te Ika Iwi - Crown Social Development and Wellbeing Accord or Accord** means this Accord and includes the portfolio agreements set out in the schedules to this Accord.

**Te Hiku o Te Ika Iwi Governance Representatives or Governance Representatives** means members of the Boards of the post-settlement governance entities for Te Hiku o Te Ika Iwi.

**Te Hiku o Te Ika Iwi:** are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:

- a. Ngāti Kurī;
- b. Te Aupōuri;
- c. Ngāi Takoto;
- d. Ngāti Kahu; and
- e. Te Rarawa.

Although Ngāti Kahu is not a party to this Accord, for the purposes of this document, the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to the Accord, or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.

**Te Kāhui Tiaki Whānau** means the operational level engagement between Te Hiku o Te Ika Iwi and the Crown.

**Te Kāhui Tiaki Whānau Hui** means the hui between senior representatives of relevant government departments and senior representatives of Te Hiku o Te Ika Iwi as part of the operational level engagement between the parties.

**Te Rarawa** has the meaning set out in clause 12.12 of the Te Rarawa Deed of Settlement.

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ANNEX A: PORTFOLIO AGREEMENTS SCHEDULED TO THIS ACCORD

Schedule	Portfolio Agreement	Date Signed
Schedule 1	<i>Te Hiku o Te Ika Iwi - Ministry of Social Development Agreement</i>	
Schedule 2	<i>Te Hiku o Te Ika Iwi - Ministry of Education - Tertiary Education Commission: Agreement</i>	
Schedule 3	<i>Te Hiku o Te Ika Iwi - Ministry of Justice - New Zealand Police, and Department of Corrections: Justice Sector Agreement</i>	
Schedule 4	<i>Te Hiku o Te Ika Iwi - Ministry of Business, Innovation and Employment - Development Agreement.</i>	
Schedule 5	<i>Te Hiku o Te Ika Iwi - Department of Internal Affairs Agreement</i>	
Schedule 6	<i>Te Hiku o Te Ika Iwi - Te Puni Kōkiri Agreement</i>	
Schedule 7	<i>Te Hiku o Te Ika Iwi - Statistics New Zealand Agreement</i>	

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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

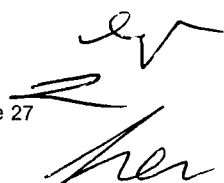
**SCHEDULE 1:  
TE HIKU O TE IKA - MINISTRY OF SOCIAL DEVELOPMENT AGREEMENT**

*Parties*

1. Te Hiku o Te Ika Iwi and the Ministry of Social Development ("MSD") (together "the parties") have agreed to pursue a relationship based on matters of mutual interest.
2. Te Hiku o Te Ika Iwi means those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
  - a. Ngāti Kuri;
  - b. Te Aupōuri;
  - c. Ngāi Takoto;
  - d. Ngāti Kahu; and
  - e. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.

*Context*

6. Te Hiku o Te Ika Iwi and MSD have agreed to pursue a relationship based on matters of mutual interest.
7. When it was established in 2001, the Ministry was tasked with being the social sector leader. The Ministry assists the Government to set and action priorities across the social sector. Its Chief Executive is mandated by Cabinet to chair and lead the Social Sector Chief Executives' Forum (Social Sector Forum). The members of the Social Sector Chief Executives' Forum are the Secretaries of Justice and Education, the Director General of Health, the Chief Executive of the Department of Building and Housing and senior officials from the State Services Commission, the Department of Prime Minister and Cabinet and the Treasury. Other Chief Executives are invited to work on relevant issues. The Ministry provides leadership and co-ordination of public sector effort on behalf of the Government. It provides services to seven Ministers, two Associate Ministers and the Chair of the Cabinet Social Policy Committee.
8. Te Hiku o Te Ika Iwi are committed to the social transformation of their people through the achievement of the agreed Social Development and Wellbeing Outcomes set out at paragraph 22 of the Accord. Improving the wellbeing of Te Hiku Iwi members is the overall goal. Protecting Te Hiku iwi tamariki and rangatahi, caring for kaumatua and



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kuia and ensuring that all members of Te Hiku iwi have the opportunity to contribute to their own wellbeing and that of their community are outcomes that sit alongside a prosperous local and regional economy, business growth, more safer jobs, warmer and better quality homes, improved education participation and higher qualifications, better physical and mental health and reduced interaction with the Justice system to achieve that overall goal. They are all factors that align and interact together to contribute to the overall wellbeing of Te Hiku people and they are key parts of providing for social transformation rather than ends in themselves.

9. Te Hiku o Te Ika Iwi are committed to the social transformation of their people. Te Hiku o Te Ika Iwi consider quality partnerships with Crown agencies are a key part of providing for social transformation rather than an end in itself.
10. The parties agree to abide by the shared relationship principles set out in the overarching Accord. The parties are committed to using best endeavours to give effect to achieving the Shared Outcomes set out in clause **22** of the overarching Accord.

*Agreements*

11. The areas that the parties have agreed to collaborate on include, but are not limited to the matters set out in clauses **12 to 17** of this portfolio agreement.
12. MSD has agreed to be the Responsible Agency in organising the Crown's engagement with Te Hiku o Te Ika Iwi as set out in the overarching Accord.
13. This role will include brokering relationships between Te Hiku o Te Ika Iwi and other government agencies.

*Information sharing*

14. The parties will share information (where that information is not sensitive or confidential to the parties) in relation to matters of mutual interest.
15. MSD will provide any relevant information for the Five Yearly State of Te Hiku o Te Ika Wellbeing Report and the associated annual evaluation process, as set out in clauses **39-52** of the overarching Accord.

*Policy*

16. As part of its consultation activities, MSD will proactively engage with Te Hiku o Te Ika Iwi in relation to the development and implementation of policy in areas relating to the Minister of Social Development
17. MSD engagement will operate at both a National Office and Regional Office level.

*Meetings*

18. MSD and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations and current priorities. MSD will support the Minister of Social Development and Employment's, or their appropriate delegate's, attendance at the annual Taumata Rangatira Hui.

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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

19. MSD and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster Hui, as required, to discuss:
- a. the matters set out at clauses **11 to 16** of this portfolio agreement;
  - b. issues that are presenting and the way in which both parties might assist each other to address these; and
  - c. the matters set out at clauses **34, 47-48 and 51-52** of the Accord.
20. The Chief Executive, MSD or a delegated senior executive will attend the biannual Te Kāhui Tiaki Whānau Hui.
21. As well as meetings associated with the annual Taumata Rangatira Hui, the Kāhui Tiaki Whānau Hui and the Kaupapa clusters, the parties will meet as required to confirm issues for collaboration, update on progress and identify issues of mutual interest as part of the implementation process. The dates and venues for the meetings are to be agreed between the parties.

*Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord*

22. The limits to this portfolio agreement, the processes for resolving matters, review provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on 5 February 2013.
23. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.

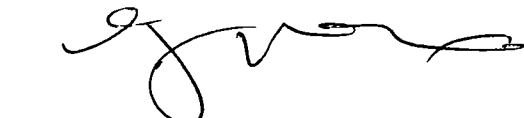
\_\_\_\_\_  
Chief Executive  
Ministry of Social Development

Date: / /

Te Manawa O Ngāti Kuri Trust



\_\_\_\_\_



\_\_\_\_\_

Date / /

Te Rūnanga Nui o Te Aupōuri Trust

\_\_\_\_\_  
Raymond Subritzky

\_\_\_\_\_  
Hugh Acheson Karena

Date / /



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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

Te Rūnanga o Ngāi Takoto

Te Rūnanga o Te Rarawa

\_\_\_\_\_  
Rangitane Marsden

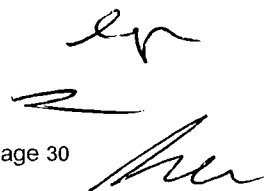
\_\_\_\_\_  
Haami Piripi

\_\_\_\_\_  
Robert Tamati

\_\_\_\_\_  
Malcolm Peri

Date: / /

Date: / /

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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

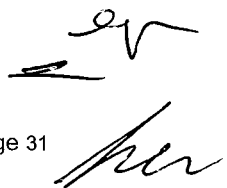
**SCHEDULE 2:  
TE HIKU O TE IKA IWI - MINISTRY OF EDUCATION - TERTIARY EDUCATION  
COMMISSION AGREEMENT**

*Context*

1. Te Hiku o Te Ika Iwi, the Ministry of Education (the Ministry) and the Tertiary Education Commission (the Commission) (together the parties) have agreed to pursue a relationship based on areas of mutual interest.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
  - a. Ngāti Kuri;
  - b. Te Aupōuri;
  - c. Ngāi Takoto;
  - d. Ngāti Kahu; and
  - e. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. The parties acknowledge that their respective visions are closely aligned and that working together has the potential to promote the goals of each. Achieving quality education outcomes means that all people have the skill and knowledge they need to be engaged and informed citizens and part of a productive work force.
7. The Ministry and the Commission are committed to lifting the performance of the education system. Achieving this for and with iwi and Māori is a priority in order to strengthen Māori education outcomes and ensure that 'Māori enjoy education success as Māori'<sup>2</sup> across the education system.
8. Te Hiku o Te Ika Iwi are committed to the social transformation of their people. Te Hiku o Te Ika Iwi consider quality education and training to be a key part of providing for social transformation rather than an end in itself. This Accord provides the opportunity to work collaboratively for the benefit of Te Hiku o Te Ika Iwi learners with a focus on strengthening their access to identity, language and culture.

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<sup>2</sup> Ministry of Education Māori Education Strategy *Ka Hikitia: Managing for Success 2008 -2012*.

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NGĀTI KURI DEED OF SETTLEMENT  
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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

9. The parties are committed to the shared social development and wellbeing Outcomes set out at clause 22 of the Accord, in particular, Outcome 2 'Educated and Skilled':

Educated and Skilled: The members of Te Hiku o Te Ika Iwi are well educated and skilled people who positively contribute to society and their own wellbeing.

10. The parties will abide by the shared relationship principles set out in the overarching Accord (clauses 18-20).

*Agreements*

11. The Ministry will work with Te Hiku o Te Ika Iwi to conduct this relationship in a manner consistent with *Whakapūmautia, Papakōwhaitia, Tau ana - Grasp, Embrace and Realise: Conducting Excellent Education Relationships between Iwi and the Ministry of Education*.
12. The Ministry will endeavour to work with Te Hiku o Te Ika Iwi to ensure active engagement and participation of iwi in Ministry processes from policy design and development, implementation, service delivery and evaluation, and in determining specific investment priorities based on agreed outcomes.
13. To achieve this, the parties have agreed that:
- a. The Ministry will endeavour to work with Te Hiku o Te Ika Iwi to provide information and evidence in relation to Te Hiku o Te Ika Iwi in education as well as iwi strengths and priorities, to support analysis and inform priority setting and planning as part of the annual evaluation and planning process and production of the Five Yearly State of Te Hiku o Te Ika Social Well-being Report (clause 42 of the Accord).
  - b. Specific areas of shared work between the Ministry, Te Hiku o Te Ika Iwi, and the Commission will be determined once Priority Outcomes and areas for intervention are identified and agreed through the evaluation and planning process set out at clauses 39-52 of the Accord taking into account iwi aspirations and the Government's education priorities.
  - c. The parties will work together to identify where specific Te Hiku o Te Ika Iwi priorities or desired actions fall outside the scope of current government policy, so that these issues can be raised at the annual Taumata Rangatira Hui.
  - d. The parties will work together to determine a plan for shared contribution to the educational success of Te Hiku o Te Ika Iwi. This may involve working with other Agencies in a Kaupapa Cluster. Te Hiku o Te Ika Iwi will be the author and owner of this plan.
  - e. The relationship will be co-ordinated on the Ministry's side by a lead Partnership Advisor from within Group Māori who will, over time, broker relationships within and across the Ministry to support the education interests of Te Hiku o Te Ika Iwi, including early childhood education and schooling.
  - f. The Partnership Advisor will advise when Te Hiku o Te Ika Iwi education priorities fall within the responsibilities of the Commission or any other education agencies, in which case the responsibility to work with the iwi will transfer to the relevant

NGĀTI KURI DEED OF SETTLEMENT  
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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

agency. The Partnership Advisor will support Te Hiku o Te Ika Iwi to broker relationships within each relevant agency.

- g. The Ministry will endeavour to facilitate access by Te Hiku o Te Ika Iwi to non-party government education agencies, should Te Hiku o Te Ika Iwi priorities and interests fall outside of the scope and authority of the Ministry.
- h. The Commission will endeavour to facilitate, when identified by Te Hiku o Te Ika Iwi as relevant to their priorities, direct communication between Te Hiku o Te Ika Iwi and tertiary education providers.

14. Other areas of work may be agreed from time to time between the parties.

*Meetings*

15. The Ministry (on behalf of itself and the Commission) and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations and current education priorities.
16. The Ministry will support the Minister of Education's or appropriate delegate's attendance at the annual Taumata Rangatira Hui.
17. The Ministry and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster Hui as required, to discuss:
- a. the matters set out at clause **13** of this portfolio agreement;
  - b. issues that are presenting and the way in which both parties might assist each other to address these; and
  - c. the matters set out at clause **34** of the Accord.
18. The Secretary for Education and the Chief Executive of the Tertiary Education Commission or a delegated senior executive will attend Te Kāhui Tiaki Whānau Hui.
19. At an operational level, the Ministry and Te Hiku o Te Ika Iwi will hold regular meetings including meetings where the Ministry is part of a Kaupapa Cluster group, as required to support the achievement of the five yearly social wellbeing targets, Priority Outcomes and work programmes for the relevant year. The timing of these meetings will be determined by the parties once areas of shared work are agreed.

*Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord*

20. The limits to this portfolio agreement, the processes for resolving matters, review provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on 5 February 2013.
21. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

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Secretary for Education  
Ministry of Education


Date: / /

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Chief Executive  
Tertiary Education Commission

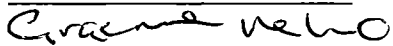
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Te Manawa O Ngāti Kuri Trust

Te Rūnanga Nui o Te Aupōuri Trust

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Raymond Subritzky

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Hugh Acheson Karena

Date / /

Date / /

Te Rūnanga o Ngāi Takoto

Te Rūnanga o Te Rarawa

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Rangitane Marsden

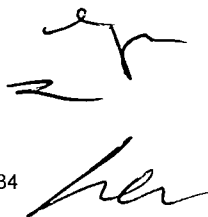
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Haami Piripi

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Robert Tamati

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Malcolm Peri

Date: / /

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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

**SCHEDULE 3:  
TE HIKU O TE IKA IWI - MINISTRY OF JUSTICE, NEW ZEALAND POLICE  
AND DEPARTMENT OF CORRECTIONS: JUSTICE SECTOR AGREEMENT**

*Context*

1. Te Hiku o Te Ika Iwi and the Ministry of Justice, New Zealand Police and the Department of Corrections (the Justice Sector agencies) (together the Parties) have agreed to pursue a relationship on matters of mutual interest to support the improvement of the social development and wellbeing of whānau, hapū and iwi of Te Hiku o Te Ika as this relates to the justice sector.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
  - a. Ngāti Kuri;
  - b. Te Aupōuri;
  - c. Ngāi Takoto;
  - d. Ngāti Kahu; and
  - e. Te Rarawa.
3. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
4. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
5. In the event that Ngāti Kahu is not a party to this portfolio agreement the term Te Hiku o Te Ika shall mean the four iwi of Te Hiku o Te Ika that are parties to the portfolio agreement and Te Hiku o Te Ika shall have a corresponding meaning.
6. The parties to this portfolio agreement recognise that it does not bind the Judiciary or any decisions which the judicial branch of government makes in carrying out its activities.

*Key outcomes*

*Te Hiku o Te Ika Iwi outcomes*

7. Te Hiku o Te Ika Iwi are committed to the social transformation of their people. Te Hiku o Te Ika Iwi consider the achievement of justice to be a key part of providing for social transformation rather than an end in itself.



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

*Overarching Justice Sector outcomes*

8. The work of all the Justice Sector agencies contributes to the Justice Sector end outcome of:

*A safe and just society where there are safer communities and civil and democratic rights and obligations are enjoyed.*

9. For the next three years (2011-2014) the Justice Sector will be guided by the following priorities:

- a. public safety and maintaining public confidence in the criminal justice system;
- b. implementing sector wide activities intended to reduce volumes of crime and cost across the sector; and
- c. improving the performance of sector agencies.

10. The current Justice Sector Ministers (Justice Sector Ministers being Ministers of the Crown who, under the authority of a warrant or with the authority of the Prime Minister, are responsible for portfolios within the Justice Sector, including acting Ministers and Associate Ministers (as appropriate)) have agreed to develop a set of performance indicators to help measure whether policies are working:

- a. the entry of people into the criminal justice system - will show the prevalence of crime and whether social and justice sector interventions are effective;
- b. the time it takes for cases to proceed through the court system - will indicate where there are opportunities to improve functioning and efficiency; and
- c. the rate of re-offending - will show the effectiveness of rehabilitation and reintegration services and existing sanctions.

*Shared outcome between Te Hiku o Te Ika Iwi and the Justice Sector*

11. For the purposes of this portfolio agreement, Te Hiku o Te Ika Iwi and the Justice Sector agencies agree to a shared outcome (below) to support the work required from both parties to improve the social development and wellbeing of Te Hiku o Te Ika Iwi, hapū and whānau with a focus on the justice sector:

*Respected and Safe: The members of Te Hiku o Te Ika Iwi are living in a safe and just society where there is respect for civil and democratic rights and obligations.*

*Agreements*

12. Te Hiku o Te Ika Iwi and the Justice Sector agencies agree to:
- a. identify and agree the nature of information and data required for the five yearly State of Te Hiku o Te Ika Iwi Wellbeing Report to support the annual evaluation process and to use their best endeavours to exchange that information and data.
  - b. identify any projects of mutual benefit and priority on which collaboration would be useful and identify mechanisms for how these issues may be addressed, within the resources and capabilities available to Justice Sector agencies and Te Hiku Iwi.

NGĀTI KURI DEED OF SETTLEMENT  
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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

13. The Ministry of Justice will use its best endeavours to facilitate a meeting with the Te Hiku o Te Ika Iwi and the Chief District Court Judge to discuss the delivery of district court services.

*Meetings*

14. The Justice Sector agencies and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations and current priorities.
15. The Justice Sector agencies will support their respective Ministers' or Associate Ministers' or appropriate delegates' attendance at the annual Taumata Rangatira Hui.
16. The Justice Sector agencies and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster meetings, as required, to discuss:
- the matters set out at clauses **12** and **13** of this portfolio agreement;
  - issues that are presenting and the way in which both parties might assist each other to address these; and
  - the matters set out at clause **34** of the Accord.
17. The Chief Executive, Ministry of Justice, the Chief Executive, Department of Corrections, and the Police Commissioner, or a delegated senior executive, will attend the Te Kāhui Tiaki Whānau Hui as the hui agenda requires.
18. The Justice Sector agencies and Te Hiku o Te Ika Iwi will engage on specific justice sector policy and interventions via the Kaupapa Clusters, as required to support the achievement of the five yearly social wellbeing targets and Priority Outcomes and work programs for the relevant year. The timing of these meetings will be determined by the parties once areas of shared work are agreed.

*Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord*

19. The limits to this portfolio agreement, the processes for resolving matters, review provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on 5 February 2013.
20. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.

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Chief Executive  
Ministry of Justice

Date: / /

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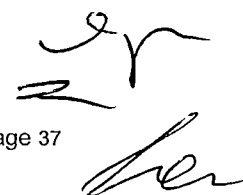
Chief Executive  
Department of Corrections

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Commissioner  
New Zealand Police

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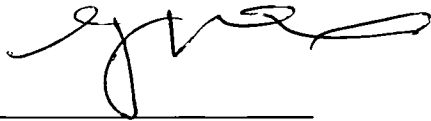
1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

Te Manawa O Ngāti Kuri Trust

Te Rūnanga Nui o Te Aupōuri Trust

\_\_\_\_\_

Raymond Subritzky



Graeme Neho

Hugh Acheson Karena

Date / /

Date / /

Te Rūnanga o Ngāi Takoto

Te Rūnanga o Te Rarawa

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Rangitane Marsden

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Haami Piripi

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Robert Tamati

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Malcolm Peri

Date: / /

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NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

**SCHEDULE 4:  
TE HIKU O TE IKA IWI - MINISTRY OF BUSINESS, INNOVATION  
AND EMPLOYMENT AGREEMENT**

*Background*

1. Te Hiku o Te Ika Iwi and the Ministry of Business, Innovation and Employment *Hikina - Whakatutuki - lifting to make successful* (the Ministry) have agreed to pursue a relationship based on matters of mutual interest.
2. Te Hiku o Te Ika Iwi means those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
  - a. Ngāti Kuri;
  - b. Te Aupōuri;
  - c. Ngāi Takoto;
  - d. Ngāti Kahu; and
  - e. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
5. In the event that Ngāti Kahu is not a party to this portfolio agreement the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to the portfolio agreement and Te Hiku o Te Ika shall have a corresponding meaning.
6. The Ministry is a large multi-functional organisation reporting to a large number of Ministers. The Ministry's Deputy Chief Executive, Strategy and Governance Group, will have overall responsibility for the Ministry's Te Hiku o Te Ika portfolio agreement. The Ministry's Māori Effectiveness Unit under the leadership of the Ministry's Te Tumu Whakarae will be responsible for the relationship agreement with the Ministry and will connect Te Hiku o Te Ika Iwi to the parts of the Ministry that are most able to support them.
7. At the outset of the collaboration envisaged in this agreement, Te Hiku o Te Ika Iwi see their interests overlapping with the functions of the Ministry particularly in the areas of:
  - Regional economic development; Tourism and information collection, collation and interpretation;
  - Providing more and safer job opportunities; and
  - Providing warmer and better quality homes and social housing.





NGĀTI KURI DEED OF SETTLEMENT  
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**1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD**

As the relationship grow and develops, both parties are open to exploring additional issues of mutual interest to Te Hiku o Te Ika Iwi and the Ministry.

8. The parties will abide by the shared relationship principles set out in the overarching Accord (Clauses **18-20**).
9. The parties are committed to the shared social development and wellbeing Outcomes set out at clause **22** of the Accord, in particular, Priority Outcomes 1, 2, 5 and 6:

**Secure Standard of Living:** The members of Te Hiku o Te Ika Iwi have a secure standard of living comparable to the New Zealand population as a whole.

**Educated and Skilled:** The members of Te Hiku o Te Ika Iwi are well educated and skilled people who positively contribute to society and their own wellbeing.

**Well Housed:** The members of Te Hiku O Te Ika Iwi are living in healthy and secure environments that are appropriate to their needs and culture.

**Economically Secure and Sustainable:** The members of Te Hiku o Te Ika Iwi are engaging in a diverse, progressive and sustainable economy.

10. Considering the shared goals and shared commitment to the relationship principles, the Ministry wishes to engage with Te Hiku to determine how best it can contribute to the Shared Outcomes.

**ECONOMIC DEVELOPMENT**

*Context*

11. The Ministry's purpose is to be a catalyst for creating a high performing economy to ensure New Zealand's lasting prosperity and well-being through:
  - a. Lifting economic performance to improve New Zealand's well-being;
  - b. Enhancing the attractiveness of New Zealand for investment, people, ideas and as a base for exporting;
  - c. Making a step change in New Zealand's performance through science and innovation;
  - d. Enabling the right skills to support a high-performing economy;
  - e. Creating an environment in which people can live work and transact safely and with confidence;
  - f. Responsible development of New Zealand's natural resources;
  - g. All parts of our society being able to contribute to and benefit from improved economic performance;
  - h. Working in partnership with Māori people and organisations as an essential part of achieving a high-performing economy;
  - i. Making it as simple as possible to do business with government.



**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD**

12. The Ministry will also play a key co-ordinating role for the government in 'He Kai Kei Aku Ringa: The Crown-Māori Economic Growth Partnership' Strategy and Action Plan. A Māori Economic Development Advisory Board will guide and monitor the implementation of the Strategy and Action Plan supported by the Ministry. The Ministry is focused on the delivery of He Kai Kei Aku Ringa with iwi because of the positive outcomes it will have for all Māori. The Ministry's collaboration with Te Hiku o Te Ika Iwi will be broadly aligned with 'He Kai Kei Aku Ringa'.
13. Te Hiku o Te Ika Iwi are committed to the social transformation of their people through the achievement of the agreed Social Development and Wellbeing Outcomes set out at paragraph 22 of the Accord. Improving the wellbeing of Te Hiku o Te Ika Iwi members is the overall goal. A prosperous local and regional economy, business growth, more and safer jobs, and warmer and better quality homes are outcomes that sit alongside participation and higher qualifications, better physical and mental health and reduced interaction with the Justice system to achieve that overall goal. They are all factors that align and interact together to contribute to the overall wellbeing of Te Hiku o Te Ika Iwi people and they are key parts of providing for social transformation rather than ends in themselves.
14. Te Hiku o Te Ika Iwi and the Ministry recognise that working towards an economic strategy that identifies the key commercial opportunities, builds on the value and strengths of the region, and meets with market demand, will take some time and expertise. The focus of the economic part of the portfolio agreement is on identifying, through ongoing dialogue, the areas of the Ministry's capability that can appropriately support Te Hiku o Te Ika Iwi in the preparation (and eventually the delivery of) the Iwi economic development strategy.

*Agreements*

15. The Economic Development areas in which the Ministry and Te Hiku o Te Ika Iwi have agreed to collaborate on are:
  - a. The Ministry will assist Te Hiku o Te Ika Iwi to identify, collate and interpret any existing data relating to economic development in the Te Hiku o Te Ika Iwi region so as to form the basis for understanding the current state of the region's economy.
  - b. The Ministry will discuss and identify with Te Hiku o Te Ika Iwi the types of information available about the economy and share such information as agreed by the Parties [subject to clause 80 a.i) of the Accord] to assist Te Hiku o Te Ika Iwi in identifying the appropriate direction for its economic development strategy.
  - c. As Te Hiku o Te Ika Iwi identifies priorities for their economic development strategy, Te Hiku o Te Ika Iwi and the Ministry will discuss and identify any support the Ministry is able to offer Te Hiku o Te Ika Iwi through the Ministry's suite of interventions.

**LABOUR**

*Context*

16. The parties acknowledge that they share similar goals. Te Hiku o Te Ika Iwi are committed to the social transformation of their people.


NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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**1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD**

17. Te Hiku o Te Ika Iwi are committed to the social transformation of their people through the achievement of the agreed Social Development and wellbeing Outcomes set out at paragraph 21 of the Accord. Improving the wellbeing of Te Hiku Iwi members is the overall goal. More and safer jobs, a prosperous local and regional economy, business growth, and warmer and better quality homes are outcomes that sit alongside participation and higher qualifications, better physical and mental health and reduced interaction with the Justice system to achieve that overall goal. Te Hiku o Te Ika Iwi consider that iwi members being active participants at all levels of the labour market to be a key part of providing for social transformation rather than an end in itself.
18. The Ministry has a Māori Strategy regarding the labour market, with the vision "Māori organisations, workplaces and workforce are a thriving and dynamic component of the New Zealand economy." The Strategy focuses on Māori business development, Māori workforce development, and building the internal capability and culture within the Ministry to enable it to deliver services more effectively to Māori.

*Agreements*

19. The Ministry, guided by its labour market Māori Strategy suggests the following specific actions.
20. The Ministry wishes to discuss how Te Hiku o Te Ika Iwi can benefit from:
- a. information related to Māori and the labour market, including the Tu Mai Iwi Tool that provides a snapshot of iwi labour market information based on statistical data for all four Te Hiku iwi; and
  - b. information and tools that the Ministry can offer to improve the understanding of employment relations and health and safety rights and obligations, within the rohe.
21. The Ministry wishes to discuss with Te Hiku o Te Ika Iwi ways in which projects of mutual interest can be implemented within the rohe.
22. Relevant staff from the Ministry will meet with Te Hiku Iwi and/or individual Te Hiku o Te Ika Iwi to ensure individual iwi are aware of the Ministry's programmes delivering labour market information and assistance for improving employment relations and health and safety in the workplace, and assess how these programmes might assist iwi.

**HOUSING**

*Context*

23. The Ministry's housing outcome is 'a building and housing market that delivers good quality affordable homes and buildings for New Zealanders that contribute to strong communities and a prosperous economy'.
24. Te Hiku o Te Ika Iwi are committed to the social transformation of their people through the achievement of the agreed Social Development and wellbeing Outcomes set out at paragraph 22 of the Accord. Improving the wellbeing of Te Hiku Iwi members is the overall goal. Warmer and better quality homes, a prosperous local and regional economy, business growth, more and safer jobs are outcomes that sit alongside participation and higher qualifications, better physical and mental health and reduced interaction with the Justice system to achieve that overall goal. Te Hiku o Te Ika Iwi consider that iwi members living in healthy and secure environments that are appropriate

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

to their needs and culture to be a key part of providing for social transformation rather than an end in itself.

*Agreements*

25. The housing areas in which the Ministry and Te Hiku o Te Ika Iwi have agreed to collaborate on are:
- a. The Ministry regularly reports on the building, construction and housing sector and will investigate the potential to disaggregate data to the rohe covered by the accord for the annual and five year planning cycles;
  - b. The Ministry will assist Te Hiku o Te Ika Iwi to identify and collate any other existing data relating to housing in the Te Hiku o Te Ika region, to form the basis for understanding the current state of the region's housing issues;
  - c. The Ministry will provide (either itself or through other providers) information and will assist where needed in the development of any Housing Strategy for Te Hiku Iwi;
  - d. The Ministry and Te Hiku o Te Ika Iwi will discuss the provision of social and affordable housing including Te Hiku Iwi acting as a provider in the development and provision of housing; and
  - e. The Ministry will facilitate the development of a relationship between Te Hiku o Te Ika Iwi and Housing New Zealand Corporation.

*Meetings*

26. The Ministry and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations and current economic, labour market and housing priorities.
27. The Ministry will support the relevant Minister's or their appropriate delegate's attendance at the annual Taumata Rangatira Hui.
28. The Chief Executive of the Ministry or a delegated senior executive will attend the Te Kāhui Tiaki Whānau Hui, as the agenda requires.
29. The Ministry and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and/or Kaupapa Cluster meetings, as required, to:
- a. discuss the matters set out at clauses 15, 19-22 and 25 of this portfolio agreement;
  - b. discuss issues that are presenting and the way in which both parties might assist each other to address these;
  - c. discuss the matters set out at clauses 24, 34, 47-48 and 51 of the Accord;
  - d. identify any projects of mutual benefit and priority on which collaboration would be useful; and
  - e. identify and address any areas of particular interest or concern relating to the Ministry's policy or service approach that may affect the region.

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

30. At an operational level, the Ministry and Te Hiku o Te Ika Iwi will hold more regular meetings including meetings where the Ministry is part of a Kaupapa Cluster, as required to support the achievement of the five yearly social wellbeing targets and Priority Outcomes and work programs for the relevant year. The timing of these meetings will be determined by the parties once areas of shared work are agreed.

**CROSS-PORTFOLIO COMMITMENTS**

31. In common with other agencies, the Ministry will:
- a. contribute information as part of the Five Yearly State of Te Hiku o Te Ika Wellbeing Report/Target Setting process towards achieving the Shared Outcomes (clauses 39-52 of the Accord);
  - b. contribute information as part of the Annual Evaluation and Planning Cycle (clause 51 of the Accord).
32. The Ministry may refer some matters to its Crown entities or to other government agencies, where they may be better placed to help meet the required outcomes.

**LIMITS TO THE ACCORD, PROCESS FOR RESOLVING MATTERS, REVIEW PROVISIONS AND PROCESS FOR CARRYING OUT THE ACCORD**

33. The limits to this portfolio agreement, the processes for resolving matters, review provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on 5 February 2013.
34. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.

\_\_\_\_\_  
David Smol  
Chief Executive  
Ministry of Business, Innovation and Employment

Date: / /

Te Manawa O Ngāti Kuri Trust

\_\_\_\_\_

\_\_\_\_\_

Date / /

Te Rūnanga Nui o Te Aupōuri Trust

\_\_\_\_\_

\_\_\_\_\_

Date / /

\_\_\_\_\_

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

Te Rūnanga o Ngāi Takoto

Te Rūnanga o Te Rarawa

\_\_\_\_\_  
Rangitane Marsden

\_\_\_\_\_  
Haami Piripi

\_\_\_\_\_  
Robert Tamati

\_\_\_\_\_  
Malcolm Peri

Date: / /

Date: / /



1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

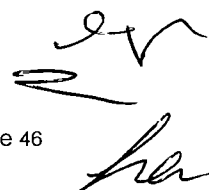
**SCHEDULE 5:**  
**TE HIKU O TE IKA IWI - DEPARTMENT OF INTERNAL AFFAIRS AGREEMENT**

*Context*

1. Ngā iwi o Te Hiku o Te Ika and the Department of Internal Affairs (the Department) (together "the parties") have agreed to pursue a relationship on matters of mutual interest to support the improvement of the social development of whānau, hapū and iwi of Te Hiku o Te Ika Iwi.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
  - a. Ngāti Kuri;
  - b. Te Aupōuri;
  - c. Ngāi Takoto;
  - d. Ngāti Kahu; and
  - e. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. The parties agree to abide by the shared relationship principles set out in the overarching Accord. The parties are committed to using best endeavours to give effect to achieving the outcomes set out in clause 22 of the overarching Accord.

*Scope*

7. The obligations in this portfolio agreement apply in respect of, and are limited to, those aspects of the Department's Births, Deaths and Marriages functions that contribute to the Crown's overall supply of information for the State of Te Hiku o Te Ika Social Development and Wellbeing Report.
8. The parties acknowledge that any registered information that may be provided is limited to that available through the information disclosure provisions of the Births, Deaths, Marriages, and Relationships Registration Act 1995.
9. The Parties may agree to add other items not involved in the scope of this portfolio agreement as mutually agreed when the Accord is reviewed every 3 years.



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

*Vision*

10. The Crown and Te Hiku o Te Ika Iwi have a shared vision:

The communities, whānau, hapū and iwi of Te Hiku o Te Ika are culturally, socially and economically prosperous.	Kia whiwhi ngā hāpori, whānau, hapū me ngā iwi o Te Hiku o Te Ika i te oranga tonutanga, kia rānea.
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11. The Department will make a contribution to the achievement of the shared vision.

*Implementation*

12. Within 4 months of the signing of this portfolio agreement, the Parties will agree the information required to be supplied by the Department to Te Hiku within the Crown's overall responsibility to provide comprehensive data for the Wellbeing Report.
13. Within 6 months of the signing of this portfolio agreement, and every five years thereafter by 31 March, the Department will supply the agreed information to Te Hiku o Te Ika Iwi for the Wellbeing Report.

*Meetings*

14. The Department and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations.
15. The Department will support the Minister of Internal Affairs' or their agreed delegate's attendance at the annual Taumata Rangatira Hui.
16. The Department and Te Hiku o Te Ika Iwi will meet at Te Kahui Tiaki Whānau Hui and the Kaupapa Cluster Hui, as the agendas require, to discuss:
- a. opportunities for Te Hiku o Te Ika Iwi to access information registered with Births, Deaths and Marriages, and issues associated with that access including the limits of hapū and iwi identification within the existing data.
  - b. future matters relating to births, deaths, and marriages, including identification of options to address any existing gaps in the collected data.
  - c. the matters set out at clause 34 of the Social Accord.
17. The Chief Executive, Department of Internal Affairs or a delegated senior Manager will attend the biannual Te Kāhui Tiaki Whānau Hui, as the agendas require.
18. At an operational level, the Department and Te Hiku o Te Ika Iwi will hold more regular meetings including meetings where the Department is part of a Kaupapa Cluster group, as required to support the reporting of the achievement of the five yearly social wellbeing targets and priority outcomes and work programs every five years. The timing of these meetings will be determined by the parties once areas of shared work are agreed.

*Limits to the portfolio agreement, process for resolving matters, review provisions and process for varying the Accord*

19. The limits to this portfolio agreement, the processes for reviewing provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

Te Ika Iwi - Crown Social Development and Wellbeing Accord, signed on 5 February 2013.

20. This portfolio agreement is to be read in conjunction with the Social Accord and is subject to it.
21. In reviewing this portfolio agreement every three years, the Department will discuss any new mutually agreed topic areas.
22. The relevant contact person with respect to this portfolio Agreement is the Registrar-General of Births, Deaths and Marriages).

Chief Executive  
Department of Internal Affairs

Date: / /

Te Manawa O Ngāti Kuri Trust



Graeme Nevo

Date / /

Te Rūnanga Nui o Te Aupōuri Trust

Raymond Subritzky

Hugh Acheson Karena

Date / /

Te Rūnanga o Ngāi Takoto

Rangitane Marsden

Robert Tamati

Date: / /

Te Rūnanga o Te Rarawa

Haami Piripi

Malcolm Peri

Date: / /

1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

**SCHEDULE 6:**  
**TE HIKU O TE IKA IWI - TE PUNI KŌKIRI AGREEMENT**

*Context*

1. Te Hiku o Te Ika Iwi and Te Puni Kōkiri (together "the parties") have agreed to pursue a relationship based on matters of mutual interest. This Māori Affairs portfolio agreement will provide a mechanism for building on the existing relationship between the parties.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
  - a. Ngāti Kuri;
  - b. Te Aupōuri;
  - c. Ngāi Takoto;
  - d. Ngāti Kahu; and
  - e. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. The parties agree to abide by the shared relationship principles set out in the overarching Accord. The parties are committed to using best endeavours to give effect to achieving the shared outcomes set out in clause 22 of the overarching Accord.

*Agreements*

7. The areas that the parties have agreed to collaborate on include, but are not limited to the matters set out in clauses 8-15 of this portfolio agreement.
8. Te Puni Kōkiri will support the Responsible Agency in organising the Crown's engagement with Te Hiku o Te Ika Iwi as set out in the overarching Accord.
9. This support role will include using best endeavours to broker relationships between Te Hiku o Te Ika Iwi and other government agencies.

*Information sharing*

10. The parties will share relevant information provided that the information is not subject to an obligation of confidentiality or non-disclosure of information under the Official Information Act 1982 or the Privacy Act 1993.

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

11. Te Puni Kōkiri will provide any relevant information that Te Puni Kōkiri has compiled for the Five Yearly State of Te Hiku o Te Ika Wellbeing Report and the associated annual evaluation process, in accordance with clause **42** of the overarching Accord.

*Policy*

12. As part of its consultation activities, Te Puni Kōkiri will proactively engage with Te Hiku o Te Ika Iwi in relation to the development and implementation of policy in areas relating to the Māori Affairs portfolio and that directly affect Te Hiku o Te Ika iwi.
13. Te Puni Kōkiri engagement will be multi-tiered, involving both Head Office and Regional Office.

*Internships and secondments*

14. Te Puni Kōkiri and Te Hiku o Te Ika Iwi will discuss opportunities for internships and secondments between the parties.

*Funding*

15. Te Puni Kōkiri will explore options for supporting the wider funding requirements for Te Hiku o Te Ika Iwi engagement in the Accord.

*Meetings*

16. Te Puni Kōkiri and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations and current priorities.
17. Te Puni Kōkiri will support the Minister of Māori Affairs' or their appropriate delegate's attendance at the annual Taumata Rangatira Hui.
18. Te Puni Kōkiri and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster Hui, as required, to discuss:
- a. the matters set out at clauses **8-15** of this portfolio agreement;
  - b. issues that are presenting and the way in which both parties might assist each other to address these; and
  - c. the matters set out at clause **34** of the Accord.
19. The Chief Executive, Te Puni Kōkiri or a nominated senior official will attend the biannual Te Kāhui Tiaki Whānau Hui.
20. As well as meetings associated with the annual Taumata Rangatira Hui, the Kāhui Tiaki Whānau Hui and the Kaupapa clusters, the parties will meet as required to confirm issues for collaboration, update on progress and identify issues of mutual interest as part of the implementation process. The dates and venues for the meetings are to be agreed between the parties.

*Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord*

21. The limits to this portfolio Agreement, the processes for resolving matters, review provisions and processes for varying this portfolio Agreement are specified in and will be

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

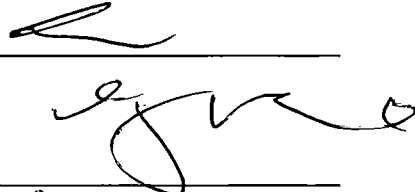
the same as the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on 5 February 2013.

22. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.

\_\_\_\_\_  
Chief Executive  
Te Puni Kōkiri

Date: / /

Te Manawa O Ngāti Kuri Trust

\_\_\_\_\_  
  
\_\_\_\_\_  
Ewaone Koro

Date / /

Te Rūnanga Nui o Te Aupōuri Trust

\_\_\_\_\_  
Raymond Subritzky

\_\_\_\_\_  
Hugh Acheson Karena

Date / /

Te Rūnanga o Ngāi Takoto

\_\_\_\_\_  
Rangitane Marsden

\_\_\_\_\_  
Robert Tamati

Date: / /

Te Rūnanga o Te Rarawa

\_\_\_\_\_  
Haami Piripi

\_\_\_\_\_  
Malcolm Peri

Date: / /


NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

**SCHEDULE 7:  
TE IWI O TE HIKU O TE IKA IWI - STATISTICS NEW ZEALAND  
PORTFOLIO AGREEMENT**

*Context*

1. Te Hiku o Te Ika Iwi and Statistics New Zealand (Stats NZ) (together the parties) have agreed to pursue a relationship on matters of mutual interest to support the improvement of the social development of whānau, hapū and iwi of Te Hiku of Te Ika.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
  - (a) Ngāti Kuri;
  - (b) Te Aupōuri;
  - (c) Ngāi Takoto;
  - (d) Ngāti Kahu; and
  - (e) Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. The parties agree to abide by the shared relationship principles set out in the overarching Accord. The parties are committed to using best endeavours to give effect to achieving the outcomes set out in clause 22 of the overarching Accord.

*Scope*

7. The obligations in this portfolio agreement apply in respect of those aspects of the Stats NZ's functions that contribute to the Crown's overall supply of official information.
8. The parties acknowledge that any information that may be provided is subject to the privacy and confidentiality provisions of the Statistics Act 1975.
9. The parties agree there will be no charge for information or support that Stats NZ provide to Te Hiku o Te Ika Iwi that it would normally provide publicly and freely.
10. The Parties may agree to add other items not involved in the scope of this Accord as mutually agreed when the Accord is reviewed every 3 years.

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

*Vision*

11. The Crown and Te Hiku of Te Ika Iwi have a shared vision:

The communities, whānau, hapū and iwi of Te Hiku o Te Ika are culturally, socially and economically prosperous.	Kia whiwhi ngā hāpori, whānau, hapū me ngā iwi o Te Hiku o Te Ika i te oranga tonutanga, kia rānea.
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12. Stats NZ supports this vision.

*Implementation*

13. Within 4 months of the signing of this portfolio agreement, the Parties will discuss the information and support required to be supplied by Stats NZ to Te Hiku of Te Ika Iwi within the Crown's overall responsibility to provide comprehensive data for the Wellbeing Report.

14. Within 6 months of the signing of this portfolio agreement, and every five years thereafter by 31 March, Stats NZ will supply the agreed information, and provided advice and support to Te Hiku of Te Ika Iwi to assist in the development of the Wellbeing Report.

*Meetings*

15. Stats NZ and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this agreement to discuss mutual expectations.

16. Stats NZ and Te Hiku o Te Ika Iwi will also meet, as required, to discuss:

- (a) the information that Stats NZ will supply which will include:

- (i) the Census Far North Iwi Profile, and the available individual profiles of Far North Iwi;
- (ii) the Census Far North Region Profile; and
- (iii) the Census Quick Stats About Māori Report;

- (b) how Stats NZ could support to the Iwi on:

- (i) how this data might be used;
- (ii) how this data could be updated and improved;
- (iii) how they might best collect their own hapū and iwi data; and
- (iv) any other matters related to the monitoring of wellbeing in Te Hiku o Te Ika; and

- (c) the matters set out at clause 34 of the Accord.

17. Stats NZ will support the Minister of Statistics or their delegate's attendance at the annual Taumata Rangatira Hui. The Government Statistician, Stats NZ or a delegated senior Manager will attend the biannual Te Kāhui Tiaki Whānau Hui, as the agendas require.

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

1: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

*Limits to the portfolio agreement, review provisions and process for varying the Accord*


18. The limits to this portfolio agreement, the processes for reviewing provisions and processes for varying this agreement are specified in the overarching Te Hiku o Te Ika Iwi - Crown Social Development and Wellbeing Accord, signed on 5 February 2013.
19. This portfolio agreement is to be read in conjunction with the Social Accord and is subject to it.

\_\_\_\_\_  
Geoff Bascand  
Government Statistician  
Statistics New Zealand

Date: / /

Te Manawa O Ngāti Kuri Trust

Te Rūnanga Nui o Te Aupōuri Trust

\_\_\_\_\_  


\_\_\_\_\_  
Raymond Subritzky

\_\_\_\_\_  
Craeme Reho

\_\_\_\_\_  
Hugh Acheson Karena

Date / /

Date / /

Te Rūnanga o Ngāi Takoto

Te Rūnanga o Te Rarawa

\_\_\_\_\_  
Rangitane Marsden


\_\_\_\_\_  
Haami Piripi

\_\_\_\_\_  
Robert Tamati

\_\_\_\_\_  
Malcolm Peri

Date: / /

Date: / /

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**2. STATEMENTS OF ASSOCIATION**

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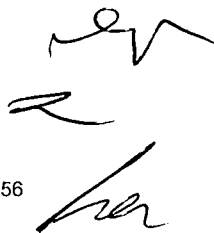
NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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2.1 STATEMENTS OF ASSOCIATION (AREAS LISTED IN CLAUSE 8.9.1)

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Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

2:1 STATEMENTS OF ASSOCIATION (AREAS LISTED IN CLAUSE 8.9.1)

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

**Motuopao Island (OTS-088-04)**

Motu o Pao is an offshore island that can be sighted on the west coast and in close proximity to Te Rerenga Wairua. As such, Motu o Pao is a significant Ngāti Kuri territorial marker. It remains today a most sacred Ngāti Kuri site with many ancient burial sites where numerous Ngāti Kuri paramount chiefs were buried. It is told by Ngāti Kuri kaumātua and kuia that this island was once occupied by a high ranked Ngāti Kaha rangatira and Ngāti Kuri ancestor, Rehua. Rehua's son Pao was born there, and the island was named after him: Te Motu o Pao.

**Kermadec Islands (Rangitāhua) (OTS-088-05)**

Rangitāhua stands as a sentinel territorial marker of Ngāti Kuri. Ngāti Kuri trace their whakapapa twenty three generations back from the principal Ariki who first settled Te Hiku o Te Ika, including those who arrived from the Pacific via Rangitāhua on the great ancestral voyaging waka, Kurahaupo. On its journey to Aotearoa, Kurahaupo approached an island and while observing volcanic activity, Mounāroa, the Ariki on the Kurahaupo at this time named the island Rangitāhua (The Burning Sky). As the Kurahaupo sustained some damage on its journey, repairs were innovatively made at Rangitāhua by using the hīoko (hides) of the kuri moana (seal) caught in nets on the voyage, as well as the tamata kōrari (flax mats) bound by taura kaha (sling lineswoven fibre). The crew of the Kurahaupo lived on Rangitāhua for a long period of time as they went through many long and strenuous months of repairing their waka and waiting for favourable weather conditions before journeying on. This whole challenging episode was of sufficient significance to characterise the strength and endurance of the crew of Kurahaupo which led them to being identified as Ngāti Kaha. This also represented the strength of the materials they used to repair the waka Kurahaupo. The use of kuri moana hides in the repair of the Kurahaupo was another identifying factor which contributed and became a precursor to there being a name change over time from Ngāti Kaha to Ngāti Kuri.

**Manawatāwhi / Three Kings Islands (OTS-088-06)**

Manawatāwhi is a cluster of islands of spiritual, cultural and customary significance to Ngāti Kuri. Ōhau is the main island, and known to Ngāti Kuri as an ancient island fortress and a significant offshore territorial marker. Ōhau is surrounded by a cluster of smaller islands. On a calm and clear day the islands of Ōhau, Moekawa, and Ōromaki are clearly visible from Te Rerenga Wairua. Up until the mid 1800s these islands were occupied by Te Māhoe, a hapū of Ngāti Kuri. These people moved to and from Manawatāwhi sporadically with a final move to the mainland for a short time staying at Taki Whetū and then to Takapaukura.

**Paxton Point Conservation Area (including Rarawa Beach camp ground) (OTS-088-07)**

The area known as Wharekapua features prominently in Ngāti Kuri history. According to Ngāti Kuri tūpuna, our association to this area began when Ruatāmore landed his waka Taikōria on the southern end of the Tokerau beach at a place called Waitaha. Wharekapua is in close proximity to the landing site of the Taikōria. According to the history of Ngāti Kuri tūpuna, Ruatāmore's Pā was strategically hidden and constructed, so that while inside one could only view the clouds above. Hence the name "Wharekapua". The remnants of Ruatāmore's Pā remain to this day. This pā, together with surrounding lands, became a strategic kāinga of Ngāti Kaha who were the descendents from the waka Kurahaupo. History confirms that several attempts were made by Ngāti Awa to force Ngāti Kaha from this pā. In one of these engagements, Ihutara, a high ranked Ariki, came to the aid of Ngāti Kaha. Ihutara was slain in

**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**2:1 STATEMENTS OF ASSOCIATION (AREAS LISTED IN CLAUSE 8.9.1)**

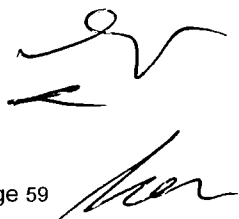
the ensuing battle, and it was when Ngāti Awa had been overcome that his son Taihaupapa found that his father had fallen. Taihaupapa carried his father's body north to a small island in the Pārengarenga Harbour. Three kuri (dogs) which were a highly prized possession of high ranking rangatira of this time were taken to this island to sacrifice as part of the ritual (whāngai hau) for the death of Ihutara. The name Ngāti Kuri, it has been stated, was further reinforced by these actions. As a result of all the accumulated past information regarding the material from the kuri moana and the kuri in this ceremony, the name Ngāti Kuri came into popular use. This island Ngāti Kuri knows today as Motu Whāngai Kuri (Dog Island). The battle field north of Wharekapua where Ihutara fell is known to Ngāti Kuri in commemoration of his son's actions as Hikitama (the lifting and carrying of Ihutara by his son).



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2.2 NON-STATUTORY STATEMENTS OF ASSOCIATION

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NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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2:2 NON-STATUTORY STATEMENTS OF ASSOCIATION

The non-statutory statements of association of Ngāti Kuri are set out below. These are statements of the particular cultural, spiritual, historical and traditional association of Ngāti Kuri with the properties being transferred to them through this settlement.

**Preamble**

*Ko Ngāti Kuri te tāngata whenua.*

*Kua takoto kē ngā kōrero ā ngā mātua mō te whenua.*

*The foundations of our mana were set by our ancestors of ancient times.*

*I konei anō mātou mai rā anō.*

*We descend from the founding people, those that established our mana, those that settled the first kāinga, and who, as they grew numerous, spread across the land.*

*Te matāra ā tō mātou tūpunā ā Tūmatahina i runga o Murimotu.*

*Ruia Ruia*

*Opea Opea*

*Whiria Whiria*

*Tahia Tahia*

*Kia hemo ake te kā koa-koa*

*Kia herea mai ki te kawau koroki*

*Kia tataki mai ki tana pukoro whai karo.*

*He kuaka marangaranga*

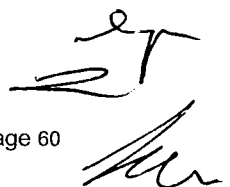
*Kotahi te manu i tau atu ki te tahuna*

*Tau atu, tau atu, tau atu.*

Ngāti Kuri holds a particular cultural, spiritual, historical, and traditional association with all the whenua in our rohe. This association is made evident in our close relationships with around 450 named sites of significance in Te Hiku o Te Ika. These areas attest to Ngāti Kuri's cultural, spiritual, social and economic footprint over an extended period of time. It is crucial that Ngāti Kuri retains meaningful associations with these sites into the future if our tribal identity, culture, communities and economies are to not just survive, but thrive. These attest to the huge capital and investment that Ngāti Kuri brought to bear over a long period of intimate relationships with all of our whenua with these as definitive markers. They stand today as living pou (sentinels) to our unbroken relationships with whenua and moana. The following are but a selection of key sites over which we hold such an association.

**Murimotu Island**

Murimotu Island is another of Ngāti Kuri's significant territorial markers. As Pō navigated Kurahaupo close to where he believed land to be (Aotearoa), his companion, Pī, noticed land in the distance behind. Pī signalled and said;



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

2:2 NON-STATUTORY STATEMENTS OF ASSOCIATION

*E Pō! Kei muri te motu, kei muri te whenua. Hurihia te waka.*

*Pō! The island and land are behind us. Turn the waka.*

And so the turning action (te hurihanga o te waka) gave rise to Pō's extended name, Pōhurihanga. From this occasion also originates the names Murimotu (kei muri te motu) and Muriwhenua (kei muri te whenua).

This island also presents more history of significance to Ngāti Kuri. This relates to the attempt by Ngāpuhi to do battle with the people of Ngāti Kaha. With high tide approaching, Tūmatahina managed to avoid the battle by leading Ngāti Kaha to safety on Murimotu Island. While on the Island, Tūmatahina began to mastermind a plan to escape to their besieged pā of Murimotu. He ordered the people of Ngāti Kaha to quickly gather enough kōrari (flax) and whiria (weave) a taurahere (woven fibre line) that would reach back to the mainland. While the taurahere was being woven, Tūmatahina continued to alert his people by chanting the following Matāra;

*Ruia Ruia*

*Opea Opea*

*Whiria Whiria*

*Tahia Tahia*

*Kia hemo ake te kā koa-koa.*

*Kia herea mai ki te kawau koroki.*

*Kia tātaki mai ki tana pūkoro whai karo.*

*He kuaka marangaranga,*

*Kotahi te manu i tau atu ki te tāhuna,*

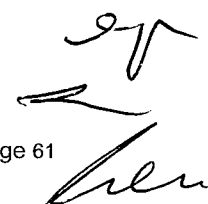
*Tau atu, tau atu, tau atu.*

This translates as: "Spread out and gather the material that we need to create a lifeline for ourselves. Bring it back and let us work together to build the strongest line that we can. We need cooperation and we need courage. We need our strongest swimmers to enter the water and to take the end and anchor it to the grove of trees on the main land. We need to be sure that we follow in each other's footsteps and to be as quiet as we can. We need silence so that we can flee from this place to a place of safety. We can do this".

High tide and darkness were fast approaching when Tūmatahina ordered his best swimmers to swim to Te Ūngā Kawau on the mainland to secure the taurahere to a cluster of kahika trees. The other end was secured back to Hākaro, a rock-like figure of a kawau (cormorant) on Murimotu. On securing both ends of the taurahere, Tūmatahina commanded his people to cross in single file back to the mainland by holding onto the taurahere. From here Tūmatahina led his people back to a safe haven at Whareana.

**Murimotu Block (North Cape Scientific Reserve)**

As tradition tells, the first pā of Ngāti Kuri, in the time of Ngāti Kaha, was Mahurangi, which was populated by those who migrated to Aotearoa on the Kurahaupo waka. The area in which the pā was located had its own special microclimate, source of fresh water, fishing grounds, food gardens and urupā. Like all pā and kāinga noho, Mahurangi afforded Ngāti Kaha a safe haven. Mahurangi was a place where the people could work to ensure that preparations for



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seasonal changes were well in hand, and that there were abundant supplies to see them through to the next harvesting season.

**Kimberley Road Site (Te Raina)**

This area was utilised by Ngāti Kuri tūpuna as another route between the west and east coasts, enabling access to kaimoana and other natural resources of the surrounding environs that were significant to the sustenance and wellbeing of Ngāti Kuri. This major highway of its day provided access to the Houhora Harbour, direct links to Ōtaipango and associated Ngāti Kuri kāinga noho: Rarawa, Kaimaumau, Karikari and Rangaunu further south. This access way, linking also to the west coast's major north-south arterial route of Te Oneroa ā Tōhē, allowed for associated Ngāti Kuri kāinga to remain in use.

**The Pines Block**

This site begins at Wai Whio on the right-hand side of Kimberley Road leading to Kapo Wairua as far as Ngāhāroa, then across in the direction of Maunga Ripiripi, to Ahipūpū and back in the direction of Te Āporo and on to the Te Hāpua/Kapo Wairua junction. This area of land was occupied by Hongi Keepa and it was here at Ahipūpū where, according to some accounts, he was held down and shot by Panakareao in an ambush. Following this incident, Ngāti Kuri left the area for a time, and this had an impact on their ability to exercise influence in Te Hiku at the critical juncture of early European settlement and Crown arrival in Aotearoa.

**Te Hapua School site B**

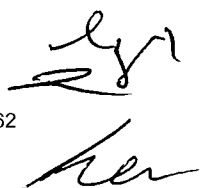
History tells that this school site was gifted by Ngāti Kuri tūpuna to the New Zealand Education Department for local education advancement purposes. The Te Hāpua Native School was built in 1896. A total of thirty nine children, twenty three boys and sixteen girls were recorded on the roll when this school opened.

**Tirirangi Urupā**

Tirirangi is an ancient wāhi tapu situated atop a hill in close proximity to Te Horo in the Kapo Wairua area. This site was designated by our tūpuna as an appropriate burial site to receive the tāongā, whēua/kōiwi (bones) after the exhumation from their ancient burial site at Whāruanui. Many of our Ngāti Kuri tūpuna were reinterred at Tirirangi. A memorial stone for a Ngāti Kuri tūpuna, Rēwiri Hongi, was dedicated in the 1960s and stood alone for approximately thirty six years when this urupā was reopened on 10 October 1995 when Parry Neho was buried here. Parry was ahi kaa, and fought hard to maintain Ngāti Kuri's connection with the area. He presented evidence to the Waitangi Tribunal on Crown attempts to remove him and his extended whānau off their tūpuna land at Kapo Wairua). This burial was followed by his brother Roger and then by Rāpine Murray and his whāea (mother) Saana Waitai Murray. Saana, a well loved and respected matriarch of Ngāti Kuri of her time, was also one of the instigators and the last surviving original claimant of the WAI 262 (Flora and Fauna) claim.

**Mokaikai Pā**

This site is recorded in Ngāti Kuri's history as being the largest pā of the people of Ngāti Kaha. This pā was the most popular location for the people of Ngāti Kaha who occupied the whole of the Takapaukura area. This site was strategically chosen by our tūpuna who considered this area to be a vantage point to view and guard the eastern coastline. This pā was strategically built on an East facing hill top above Ngā Kengo beach. The location of this pā is known for its warm climatic conditions, with the surrounding land being suited for cultivating and growing

Handwritten signatures in black ink, appearing to be 'Lyn' and 'Ker'.

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food crops. The abundance of fresh running water, land crops, wildlife (birds particularly), tuna (eels) from the lakes and kai moana were all found in this area.

**Wairoa Pā**

This pā is found above the northern end of the Whareana Beach. The location of this pā is in close proximity to Wharekawa Pā. Tūpuna of Ngāti Kaha occupied this pā site and shared the same food resources with neighbouring pā in this area.

**Wharekawa Pā**

Wharekawa pā is located above Whareana. It is a hilltop pā on the southern end of Waikūkū Beach. This site is named in Ngāti Kuri history as the area where Tūmatahina led the people of Ngāti Kaha to safety when they escaped from their besieged pā on Murimotu Island. This site also provides its own supply of food resources, fresh running water, land crops, wildlife, birds and kai moana. These natural resources still abound in this area.

**Kapowairua**

On the northern-most end of the peninsula between Te Rerenga Wairua and Takapaukura, is Pī Whane. Ngāti Kuri tells how Pī at this point in their journey from Rangitahua remonstrated with Pō, strongly urging him to turn back, saying that there was safety to be had behind them.

*E Pō! Kei muri te motu, kei muri te whenua. Hurihia te waka.*

*Pō! The island and land are behind us. Turn the waka.*

At the time this exclamation of Pī might not have meant much to those aboard the Kurahaupo. In hindsight there was realisation that what Pī did potentially saved all of the lives aboard Kurahaupo. To acknowledge this, the area came to be known as Pī Whane - a name which has endured to this day.

This area was first occupied by the whānau of Te Ngake who were the tangata whenua of Te Hiku o Te Ika. Ngāti Kuri history tells that it was the whānau of Te Ngake who greeted Pō and his crew in darkness when the waka Kurahaupo landed on the rocks at the south end of Te Huka Beach. Pō (now known as Pōhurihanga), with those of his crew who survived this arduous journey from Rangitahua to Takapaukura, were nursed back to health by the Te Ngake people. Amongst these was a woman of stature who in time became the life partner of Pō. Pō with his hoa rangatira Maieke together established their first pā on the hilltop above the landing site of the Kurahaupo. They named this pā Te Tomokanga (Landing site). The people of the Kurahaupo who lived in this area became known as Ngāti Kaha. This name recognized the endurance of the crew who navigated their waka to land on Aotearoa soil. As their population grew, members of Ngāti Kaha moved on and established more pā sites in close proximity to Te Tomokanga. The area of Mahurangi on the east end of the Takapaukura beach was one of many pā established by the people of Te Kaha. According to Ngāti Kuri history, Takapaukura was heavily populated by the people of Ngāti Kaha. Pōhurihanga and Maieke later moved further to Pī Whane where they established their home and raised their four children: Taiko, Tōroa, Muriwhenua and Whatakaimarie. As they grew older, Taiko moved to Waipuna at Pāua, Tōroa to Murimotu Island and Muriwhenua to Karikari. Their fourth and youngest child, Whatakaimarie, remained and occupied Pī Whane where she and Te Iringa raised their three children: Rangitūroa, Hinetapu and Tōhē. Two of the tamariki moved to other places while Tōhē remained with his hoa rangatira at Pī Whane. Rangitūroa left Pī Whane while Hinetapu later moved to live with Kāhunuhunu at a place called Te Poroporo.



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Sadly while Tōhe's daughter Rāninikura was living with Taiko's whānau at Waipuna in Pāua, she was kidnapped by a Ngāti Whātua warrior. From here she was taken to Hokianga and then on to the Kaipara. When Tōhē realised that Rāninikura would not return, he called his whānau to assemble on Te Horo at Pī Whane. He explained that he was about to go in search of his daughter Rāninikura. Tohe's whānau begged him to stay because they had noticed for some time that his health was slowly deteriorating. Tōhē however was determined to find his daughter, so heavy were his feelings of sadness and loss for her. Tōhē at this time was an old man and because of the potential rigors of the journey ahead on him he made a plea to his people stating, "Kā haere nei ahau ki te rapu i taku kōtiro a Rāninikura, mei nā kore ahau e hoki mai, mā koutou taku wairua e kapo". (I am about to leave in search of my daughter Rāninikura, if I fail to return may you all catch my spirit). Tōhē then called his pononga (slave), Ariki, to accompany him and walked off down Te Horo in the direction of Whangakea. As Tōhē walked off with Ariki along Te Horo a storm brewed and worsened as they journeyed. They arrived at a stream which was impassable because of the volume of water that was present. As the storm had cleared and while waiting for the stream waters to subside, Tōhē decided that this area would be called Te Paki, signifying how the storm had abated and how the sun was shining. As the waters receded and they were able to continue on with their journey, they next came to the stream which we know as Te Kohanga Tii. Here is where he observed the abundance of eels and fish in the stream which had burst its bank, and so he named that lake Ngā Keketo. Tōhē on this journey named many other places as he went commemorating various sightings or instances of things occurring. These today form the skeleton of what we now refer to as Te Ara Wairua. Sadly after many months, Tōhē failed to return to his home in Pī Whane. In recognition of his final words before leaving Pī Whane, to commemorate this occasion and their tūpuna Tōhē, the name Kapo Wairua was adopted for this area. Kapo Wairua has been the kāinga noho (homeland) of several notable rangatira, hapū and whānau of Ngāti Kuri.

### **Te Rerenga Wairua**

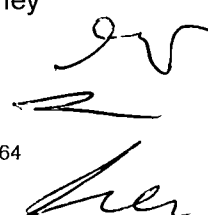
Ngāti Kuri are tāngata whenua and kaitiaki of Te Rerenga Wairua. Te Rerenga Wairua is a shining example of the tenacity of Ngāti Kuri the people. Te Aroha endures the storms and lashings of Tāwhirimātea (God of the wind) and Kiwa (God of the sea) and is a powerful living symbol of the spirit of endurance within Ngāti Kuri.

The significance of Te Rerenga Wairua is embedded in Māoridom. Te Rerenga Wairua is the departing place of our wairua (spirit). Te Ara Wairua (the spiritual pathway) forms part of the spiritual journey that leads north along Te Oneroa ā Tōhē on the West Coast to Te Rerenga Wairua. It is acknowledged that this spiritual pathway is our link to our ancestral homeland Hawaiki.

It is acknowledged that the wairua (spirit) enters the sea below the kahika at an area called Te Poka Tōrere then on to Te Nuku ō Mourea where convergence is created by the turbulent currents of Rehua (Tasman Sea) and Whitirea (Pacific Ocean). The wairua then moves on in the direction of Manawatāwhi to Ōhau. It is further told that this ancient spiritual site is where they pause for a moment to farewell Aotearoa before making their final journey to our ancestral homeland of Hawaiki Nui, Hawaiki Roa, Te Hononga ā Wairua.

### **Bed of Lake Ngākeketo**

This fresh water lake found at the top end of Kaue Parawa (whale jaw) stream was historically a principal food source of Ngāti Kuri. This lake gets its name from an incident that took place when it burst its banks as a result of the huge influx of floodwaters that gathered from the surrounding catchment areas at the time. According to Ngāti Kuri tūpuna, the entire stream down to Te Oneroa ā Tōhē was covered with dead and dying eels and freshwater fish. They



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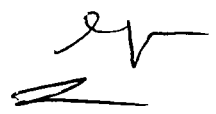
likened this scene to a swathe of strewn maggots on the sand, hence the name Ngā Keketo (ketoketo).

**Waihopo Lake property**

This lake can be found on Te Raina (Kimberley Road). This inland lake and surrounding land provided water and food for Ngāti Kuri who lived in close proximity to this site. Ngāti Kuri tūpuna relied on the freshwater eels and wildlife, birds and natural resources such as raupo and kuta that were plentiful in this area. Land cultivation for food crops was also developed and managed here.

**Conclusion:**



From extreme poverty Ngāti Kuri, like our rākau taonga ki Te Rerenga Wairua, have prevailed and are now, in accordance with Ngāti Kuri mana motuhake, making significant developments on the peninsula. This recovery is in large part due to Ngāti Kuri retaining our associations with these sites despite the considerable challenges we have faced in doing so. It is crucial that Ngāti Kuri continue to maintain meaningful connections with these places into the future if our tribal identity, culture, communities and economies are to not just survive, but thrive.



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**3. PROTOCOLS**

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3.1 FISHERIES PROTOCOL

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Clause 8.11.1

  
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3.1: FISHERIES PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE  
MINISTER FOR PRIMARY INDUSTRIES REGARDING INTERACTION WITH  
NGĀTI KURI 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 Kuri as tangata whenua are entitled to have input and participation in fisheries planning processes that affect fish stocks in the Ngāti Kuri 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 Kuri 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 [*insert date*] between Ngāti Kuri 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 the Ngāti Kuri Governance Entity ("**the Governance Entity**") in relation to matters specified in the Protocol. These matters are:
- 1.2.1 recognition of the interests of Ngāti Kuri 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 national fisheries plans;
  - 1.2.3 iwi fisheries plan;
  - 1.2.4 participation in iwi fisheries forums;
  - 1.2.5 tuna/eel and toheroa;
  - 1.2.6 customary non-commercial fisheries management;
  - 1.2.7 contracting for services;
  - 1.2.8 employment of Ministry staff with customary non-commercial fisheries responsibilities;
  - 1.2.9 information exchange;
  - 1.2.10 research provider information;
  - 1.2.11 rāhui; and
  - 1.2.12 changes to policy and legislation affecting this Protocol.
- 1.3 For the purposes of this Fisheries Protocol, the Governance Entity is the body representative of Ngāti Kuri who have an interest in the sustainable utilisation of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area. Ngāti Kuri have a

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responsibility in relation to the preservation, protection and management of its customary non-commercial fisheries in the Fisheries Protocol Area. This is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

- 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 Kuri 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 Kuri and the Ministry consistent with the Ministry's obligations as set out in clause 8.8.1, this Protocol sets out how the Minister, Director General and the Ministry will exercise their functions, powers and duties in relation to matters set out in this Protocol. In accordance with this Protocol, the Governance Entity will have the opportunity for input into the policy and planning processes relating to the matters set out in this Protocol.
- 1.7 The Ministry will advise the Governance Entity whenever it proposes to consult with another iwi or hapū with interests inside the Fisheries Protocol Area on matters that could affect the interests of Ngāti Kuri.

**2 FISHERIES PROTOCOL AREA**

- 2.1 This Fisheries Protocol applies across the Ngāti Kuri Fisheries Protocol Area which means the area identified in the map included as Attachment A of this Protocol.

**3 RELATIONSHIP PRINCIPLES**

- 3.1 Ngāti Kuri, the Minister and the Ministry agree to abide by the following relationship principles when implementing this Protocol and exercising their various roles and functions under this Protocol:
  - 3.1.1 working together to preserve, promote and protect the sustainable utilisation and enhancement of fisheries;
  - 3.1.2 working in a spirit of co-operation;
  - 3.1.3 ensuring early engagement on certain matters specified in this Protocol;
  - 3.1.4 operating a 'no-surprises' approach;
  - 3.1.5 acknowledging that the relationship is evolving, not prescribed;
  - 3.1.6 respecting the independence of Ngāti Kuri and the Crown, and their individual mandates, roles and responsibilities within the Fisheries Protocol Area; and



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3.1.7 acknowledging that the parties benefit from working together by sharing their vision, knowledge and expertise.

**4 TERMS OF ISSUE**

4.1 This Protocol is issued pursuant to section [insert number] of the [insert the name of the Settlement Legislation] (the "**Settlement Legislation**") and clause 8.11.1 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.

4.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

**5 IMPLEMENTATION AND COMMUNICATION**

5.1 The Ministry will meet with the Governance Entity and provide and discuss a strategy to implement this Fisheries Protocol as soon as practicable after this Protocol is issued. The strategy will include:

5.1.1 any matters raised in this Protocol;

5.1.2 reporting processes to be put in place;

5.1.3 the development of an implementation plan that sets out the Ministry's obligations to the Governance Entity arising from this Protocol. The implementation plan would identify the relevant Ministry business group responsible for delivering each obligation, and any agreed actions and timeframes; and

5.1.4 review processes for this Protocol.

5.2 The implementation strategy described in clause [ ] of this Protocol will have effect from the date specified in the strategy.

5.3 The Ministry will establish and maintain effective consultation processes and communication networks with the Governance Entity by:


5.3.1 maintaining, at national and regional levels, information provided by the Governance Entity on the office holders of the Governance Entity, addresses and contact details;

5.3.2 providing reasonable opportunities for the Governance Entity to meet with Ministry managers and staff (as might be agreed in the implementation plan); and

5.3.3 providing reasonable opportunities for the Governance Entity 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.

5.4 The Ministry will:

5.4.1 consult and involve the Governance Entity in the training of relevant staff on this Protocol and provide on-going training as required; and

  
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5.4.2 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Deed of Settlement, and provide on-going information as required.

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

6.1 Ngāti Kuri are entitled to input into and participation in the Ministry's national 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.

6.2 Ngāti Kuri input and participation will be recognised and provided for through the iwi fisheries plan referred to in clause [ ], which the Minister must have particular regard to when making sustainability decisions that relate to the Fisheries Protocol Area. 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 Kuri is provided for. This will include consulting the Governance Entity on those proposed sustainability measures.

**7 IWI FISHERIES PLAN**

7.1 The Governance Entity will develop an iwi fisheries plan that relates to the Fisheries Protocol Area.

7.2 The Ministry will assist the Governance Entity, within the resources available to the Ministry, to develop an iwi fisheries plan that relates to the Fisheries Protocol Area.

7.3 The Ministry and the Governance Entity agree that the iwi fisheries plan will address:

7.3.1 the objectives of the iwi for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Fisheries Protocol Area;

7.3.2 how Ngāti Kuri will exercise kaitiakitanga in the Fisheries Protocol Area;

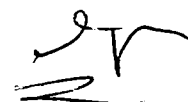
7.3.3 how the Governance Entity will participate in fisheries planning in the Fisheries Protocol Area; and

7.3.4 how the customary, commercial and recreational fishing interests of the Governance Entity will be managed in an integrated way.

7.4 The Ministry and the Governance Entity agree to meet as soon as reasonably practicable after the Minister issues this Protocol being issued, to discuss:

7.4.1 the content of the iwi fisheries plan, including how the plan will legally express, protect and recognise the mana of Ngāti Kuri; and

7.4.2 ways in which the Ministry will work with the Governance Entity to develop and review the iwi fisheries plan.





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**8 PARTICIPATION IN IWI FISHERIES FORUMS**

- 8.1 The Ministry will provide opportunities for Ngāti Kuri to have input 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 Ministry will provide the Governance Entity with all reasonably available information to enable the Governance Entity to engage with the Ministry on those fisheries management activities (including research planning) relevant to the Iwi Fisheries Forums. The Ministry will consult the Governance Entity within the relevant Iwi Fisheries Forum on all research proposals commissioned by the Ministry directly relating to the Fisheries Protocol Area.
- 8.2 The Ngāti Kuri iwi fisheries plan will guide Ngāti Kuri input into the Ministry's Iwi Fisheries Forums. The Ministry will provide assistance, within the available resources, to those iwi participating in the forums to develop Forum Fisheries Plans.

**9 SPECIES OF FISH, AQUATIC LIFE AND SEAWEED**

**Tuna/eel**

- 9.1 The Ministry recognises that Ngāti Kuri has a customary non-commercial interest in the tuna/eel fishery within the Fisheries Protocol Area.
- 9.2 The iwi fisheries plan developed by the Governance Entity will identify the objectives of the Governance Entity for the management of tuna/eel and identify how Ngāti Kuri exercise kaitiakitanga in respect of the tuna/eel fishery.
- 9.3 The Ministry will recognise and provide for the input and participation of Ngāti Kuri into the development of the Ministry's relevant national fisheries plans through consideration of the objectives set out in the Ngāti Kuri iwi fisheries plan in accordance with clause 6.2. The Ministry will provide opportunities for the Governance Entity to participate in annual fisheries planning processes through Iwi Fisheries Forums where any relevant national fisheries plans include matters relating to tuna/eel management that affects the Fisheries Protocol Area.
- 9.4 The Minister will have particular regard to how Ngāti Kuri exercise kaitiakitanga when making certain sustainability decisions that relate to the management of the tuna/eel fishery. In considering any proposal affecting the tuna/eel fishery in the Fisheries Protocol Area, the Minister will ensure that the customary non-commercial fishing interest of Ngāti Kuri in tuna/eel are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. The Ministry will consult the Governance Entity on any proposal concerning the tuna/eel fishery in accordance with clause 6.2.
- 9.5 The Ministry recognises that Ngāti Kuri have an interest in the research of tuna/eel. Where the iwi seek to conduct research on tuna/eel, the Ministry will meet with the Governance Entity in a relevant Iwi Fisheries Forum to discuss and advise on the requirements to undertake such research. The Ministry will also consider, in accordance with relevant legislation and operational processes, any application from the Governance Entity for a special permit under section 97 of the Fisheries Act 1996 relating to the enhancement of the tuna/eel fishery in the Fisheries Protocol Area.

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9.6 For the purposes of clauses 9.1 to 9.5:

9.6.1 Tuna/eel is defined as:

- (a) *Anguilla dieffenbachia* (long finned eel);
- (b) *Anguilla australis* (short finned eel);
- (c) *Anguilla rheinhartii* (Australian long finned eel); and

9.6.2 undersized tuna/eel is tuna/eel with a weight less than the minimum weight prescribed for the taking of tuna/eel by or under the Fisheries Act 1996 (which, at the date of the Deed of Settlement, was 220 grams).

**Toheroa**

9.7 The Ministry recognises that Ngāti Kuri has a customary non-commercial interest in the toheroa (*Paphies ventricosa*) fishery.

9.8 The iwi fisheries plan developed by the Governance Entity will identify the objectives of the Governance Entity for the management of the toheroa and identify how Ngāti Kuri exercise kaitiakitanga in respect of the toheroa fishery.

9.9 The Ministry will recognise and provide for the input and participation of Ngāti Kuri into the development of the Ministry's relevant national fisheries plans through consideration of the objectives set out in the Ngāti Kuri iwi fisheries plan in accordance with clause 6.2. The Ministry will provide opportunities for the Governance Entity to participate in annual fisheries planning processes through Iwi Fisheries Forums where any relevant national fisheries plans include matters relating to toheroa management that affects the Fisheries Protocol Area.

9.10 The Minister will have particular regard to how Ngāti Kuri exercise kaitiakitanga when making certain sustainability decisions that relate to the management of the toheroa fishery. In considering any proposal affecting the toheroa fishery in the Fisheries Protocol Area, the Minister will ensure that the customary non-commercial fishing interest of Ngāti Kuri in toheroa are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. The Ministry will consult the Governance Entity on any proposal concerning the toheroa fishery in accordance with clause 6.2.

9.11 The Ministry recognises that Ngāti Kuri have an interest in the research of toheroa. Where the iwi seek to conduct research on toheroa, the Ministry will meet with the Governance Entity in a relevant Iwi Fisheries Forum to discuss and advise on the requirements to undertake such research.

**Paua**

9.12 The Ministry recognises that Ngāti Kuri have a customary non-commercial interest in the paua fishery within the Fisheries Protocol Area, particularly at Taputapoutu.

9.13 The iwi fisheries plan developed by Governance entity will identify the objectives of Governance Entity for the management of the paua fishery and identify how Ngāti Kuri exercise kaitiakitanga in respect of the paua fishery.



**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**3.1: FISHERIES PROTOCOL**

- 9.14 The Ministry will recognise and provide for the input and participation of Ngāti Kuri into the development of the Ministry's relevant national fisheries plans through consideration of the objectives set out in the Ngāti Kuri's iwi fisheries plan. The Ministry will provide opportunities for the governance entity to participate in annual fisheries planning processes through Iwi Fisheries Forums where any relevant national fisheries plans include matters relating to paua management that affects the Fisheries Protocol Area.
- 9.15 The Minister will have particular regard to how Ngāti Kuri exercise kaitiakitanga when making certain sustainability decisions that relate to the management of the paua fishery. In considering any proposal affecting the paua fishery in the Fisheries Protocol Area, the Minister will ensure that the customary non-commercial fishing interest of Ngāti Kuri in paua are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. The Ministry will consult the Governance Entity on any proposal concerning the paua fishery in accordance with clause 6.2.
- 9.16 The Ministry recognises that Ngāti Kuri have an interest in the research of paua. Where the iwi seek to conduct research on paua, the Ministry will meet with the Governance Entity in a relevant Iwi Fisheries Forum to discuss and advise on the requirements to undertake such research.

**10 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES**

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

**11 CONTRACTING FOR SERVICES**

- 11.1 The Ministry will consult with the Governance Entity 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.
- 11.2 The level of consultation shall be relative to the degree to which the contract impacts upon the interests of other iwi as well as those of Ngāti Kuri, and may be achieved by one or more of the following:
- 11.2.1 the Ministry may notify the Governance Entity of a contract for fisheries services;
- 11.2.2 the Ministry may notify the Governance Entity of an invitation to tender for fisheries services; and
- 11.2.3 the Ministry may direct a successful contractor to engage with the Governance Entity as appropriate, in undertaking the relevant fisheries services.

**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**3.1: FISHERIES PROTOCOL**

11.3 If the Governance Entity is contracted for fisheries services then clause 11.1 will not apply in relation to those fisheries services.

**12 RESEARCH PROVIDER INFORMATION**

12.1 The Ministry will provide the Governance Entity, within 30 working days of the issuing of this Fisheries Protocol, with information on becoming an Approved Fisheries Provider. Should the requirements for becoming and remaining an Approved Research provider change over time, the Ministry will inform the Governance Entity about these changes.

**13 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES**

13.1 The Ministry will consult with the Governance Entity on certain aspects of the employment of Ministry staff if a vacancy directly affects the fisheries interests of Ngāti Kuri in relation to the Fisheries Protocol Area.

13.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other iwi as well as those of Ngāti Kuri, and may be achieved by one or more of the following:

13.2.1 consultation on the job description and work programme;

13.2.2 direct notification of the vacancy;

13.2.3 consultation on the location of the position; and

13.2.4 input into the selection of the interview panel.

**14 CONSULTATION**

14.1 Where the Ministry is required to consult in relation to this Protocol, the basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:

14.1.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;

14.1.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

14.1.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation; and

14.1.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation.

14.2 Where the Ministry has consulted with the Governance Entity in relation to this Fisheries Protocol, the Ministry will report back to the Governance Entity, either in person or in writing, on the decision made as a result of any such consultation.

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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3.1: FISHERIES PROTOCOL

**15 RĀHUI**

- 15.1 The Ministry recognises that rāhui is a traditional use and management practice of Ngāti Kuri and supports their rights to place traditional rāhui over their customary fisheries.
- 15.2 The Ministry and the Governance Entity acknowledge that a traditional rāhui may be placed by the Governance Entity over Ngāti Kuri customary fisheries, and that adherence to any rāhui is a matter of voluntary choice. The Governance Entity undertakes to inform the Ministry of the placing and the lifting of a rāhui by Ngāti Kuri over their customary fisheries, and also the reasons for the rāhui.
- 15.3 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 Kuri over their customary fisheries, in a manner consistent with the understandings outlined in clause 15.1 above.
- 15.4 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by Ngāti Kuri over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

**16 INFORMATION EXCHANGE**

- 16.1 The Governance Entity and the Ministry recognise the benefit of mutual information exchange. To this end, the Ministry and the Governance Entity will as far as possible exchange any information that is relevant to the management of the Fisheries Protocol Area.
- 16.2 The Ministry will make available to the Governance Entity all existing information held by, or reasonably accessible to, the Ministry where that information is requested by the Governance Entity for the purposes of assisting them to exercise their rights under this Fisheries Protocol.

**17 DISPUTE RESOLUTION**

- 17.1 If either the Ministry or the Governance Entity considers there has been a problem with the implementation of this 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:
- 17.1.1 within 15 working days of being given written notice, the relevant contact persons from the Ministry and the Governance Entity will meet to work in good faith to resolve the issue;
- 17.1.2 if the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 17.1, the Director General of the Ministry and representative of the Governance Entity will meet to work in good faith to resolve the issue;
- 17.1.3 if the dispute has not been resolved within 45 working days despite the process outlined in clauses 17.1.1 and 17.1.2 having been followed, the Ministry and the Governance Entity may seek to resolve the dispute by asking an agreed trusted

NGĀTI KURI DEED OF SETTLEMENT  
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3.1: FISHERIES PROTOCOL

third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.

17.2 In the context of any dispute that has been initiated under clause 17.1, the Ministry and the Governance Entity will place utmost importance on the fact that the Ministry and the Governance Entity are, in accordance with clause 17.1.3 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.

**18 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL**

18.1 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:

18.1.1 notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which iwi will be consulted; and

18.1.2 make available to the Governance Entity the information provided to iwi as part of the consultation process referred to in this clause; and

18.1.3 report back to the Governance Entity on the outcome of any such consultation, either in writing or in person.

**19 DEFINITIONS**

19.1 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;

**Fisheries Legislation** means the *Fisheries Act 1983* and the *Fisheries Act 1996*, the *Treaty of Waitangi (Fisheries Claims) Settlement Act 1992*, the *Maori Commercial Aquaculture Claims Settlement Act 2004*, the *Maori Fisheries Act 2004*, and any regulations made under these Acts;

**The Governance Entity** means the Te Manawa O Ngāti Kuri Trust;

**Protocol** means a statement in writing, issued by the Crown through the Minister to the Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Fisheries Protocol;

**Settlement Date** means [            ].

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

3.1: FISHERIES PROTOCOL

ISSUED on [ ]




SIGNED for and on behalf of )  
THE SOVEREIGN in right of New Zealand )  
by the Minister for Primary Industries, in )  
the presence of: ) \_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

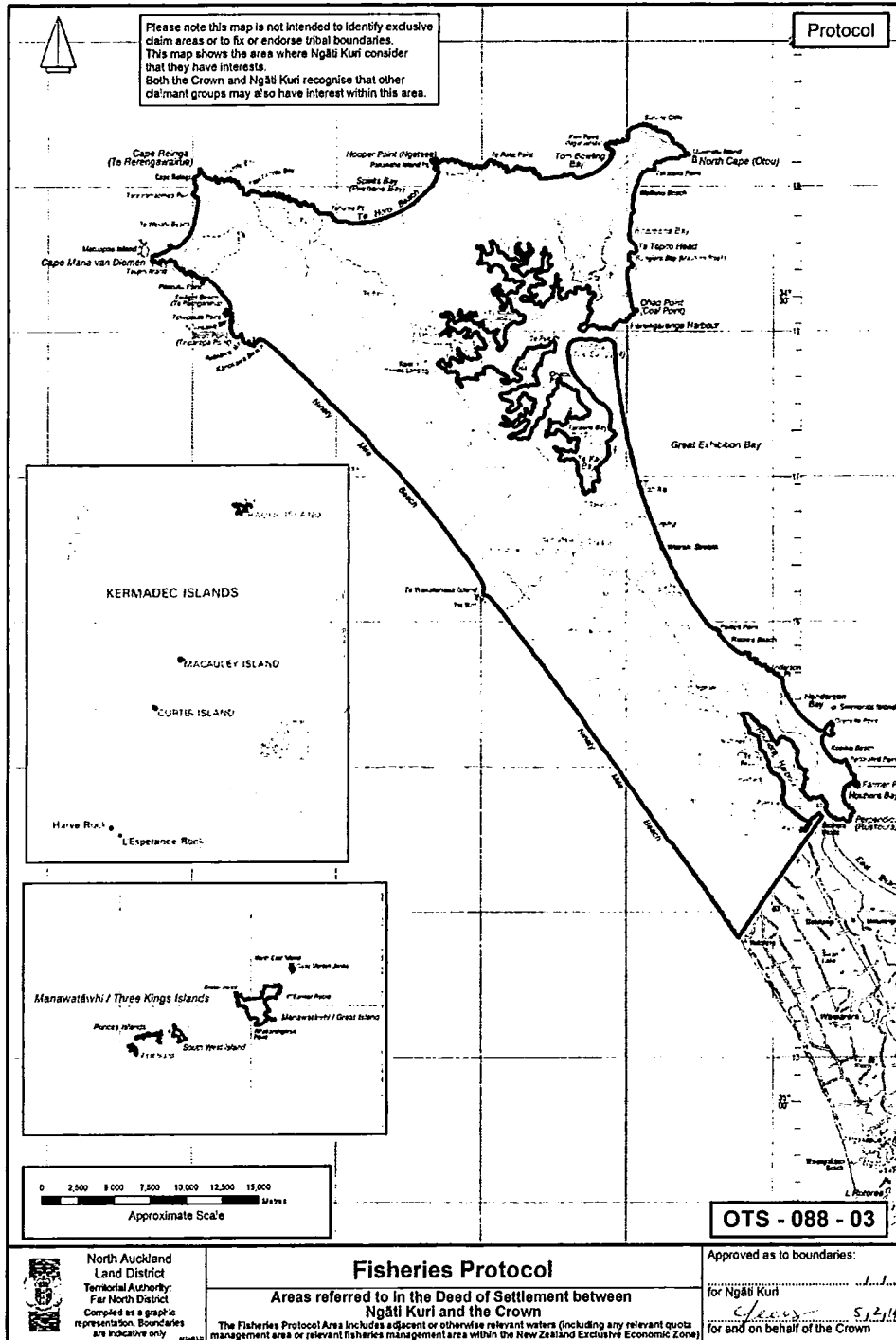
  
  


NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

3.1: FISHERIES PROTOCOL

ATTACHMENT A  
FISHERIES PROTOCOL AREA

The Fisheries Protocol Area includes adjacent or otherwise relevant waters.



*[Handwritten signatures]*



3.1: FISHERIES PROTOCOL

ATTACHMENT B

TERMS OF ISSUE

1. Provisions of the Deed of Settlement relating to this Protocol

1.1 The Deed of Settlement provides that [ ].

2. Authority to issue, amend or cancel Protocols

2.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clause 8.10.2 of the Deed of Settlement]*

3. Protocols subject to rights and obligations

3.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses [ ] of the Deed of Settlement]*

3.2 The Deed of Settlement provides that the Protocol does not restrict the ability of the Crown to interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other iwi, hapū, marae, whānau or other representatives of tangata whenua.

4. Noting of Protocols

4.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clause 8.10.2 of the Deed of Settlement]*

5. Enforceability of Protocols

5.1 Section [ ] of the Settlement Legislation provides that:

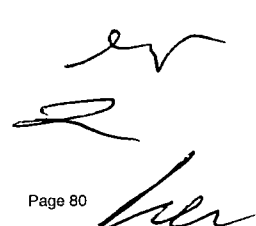
*[Quote the section of the Settlement Legislation included in accordance with clause 8.10.2 of the Deed of Settlement]*

5.2 The provisions included in the Settlement Legislation under clause 8.10.2 of the Deed of Settlement will not apply to any guidelines developed in relation to a Protocol.

6. Limitation of rights

6.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clause 8.10.2 of the Deed of Settlement]*

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

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3.2 CULTURE AND HERITAGE PROTOCOL

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Clause 8.11.2

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

1 INTRODUCTION

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

3.2: CULTURE AND HERITAGE PROTOCOL

principles. The principles of Te Tiriti o Waitangi / the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.

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

**2 PROTOCOL AREA**

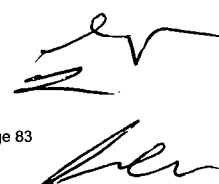
- 2.1 This Protocol applies across the Protocol Area which is identified in the map included in Attachment A of this Protocol together with adjacent waters (the "Protocol Area").

**3 TERMS OF ISSUE**

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

**4 IMPLEMENTATION AND COMMUNICATION**

- 4.1 The Chief Executive will maintain effective communication with the governance entity by:
  - 4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;
  - 4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;
  - 4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;
  - 4.1.4 meeting with the governance entity to review the implementation of this Protocol 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
  - 4.1.7 including a copy of the Protocol with the governance entity on the Ministry's website.



3.2: CULTURE AND HERITAGE PROTOCOL

**5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT**

**General**

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

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

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

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

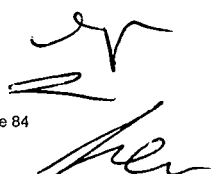
5.1.5 notify the governance entity in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kuri origin found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

**Applications for Ownership**

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

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

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



3.2: CULTURE AND HERITAGE PROTOCOL

**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 Kuri origin found elsewhere in New Zealand by the governance entity or any other person, the Chief Executive will:
- 5.5.1 consult the governance entity where there is any request from any other person for the custody of the Taonga Tūturu;
  - 5.5.2 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and
  - 5.5.3 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

**Export Applications**

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

**6 THE ROLE OF THE MINISTER UNDER THE ACT**

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

**7 EFFECTS ON NGĀTI KURI'S INTERESTS IN THE PROTOCOL AREA**

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

**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**3.2: CULTURE AND HERITAGE PROTOCOL**

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

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

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

**9. BOARD APPOINTMENTS**

9.1 The Chief Executive shall:

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

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

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

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

10.1 The Chief Executive shall seek and consider the views of the governance entity on any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to Ngāti Kuri's interests.

**11. HISTORY PUBLICATIONS RELATING TO NGĀTI KURI**

11.1 The Chief Executive shall:

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

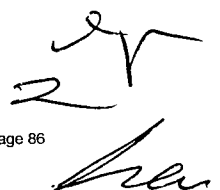
11.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Ngāti Kuri:

(a) from an early stage;

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

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

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



3.2: CULTURE AND HERITAGE PROTOCOL

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

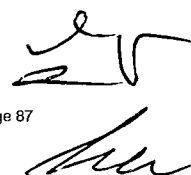
- 12.1 When the Chief Executive requests cultural and / or spiritual practices to be undertaken by Ngāti Kuri within the Protocol Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.
- 12.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services.
- 12.3 The procurement by the Chief Executive of any such services set out in clauses 12.1 and 12.2, is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

**13. CONSULTATION**

- 13.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:
- 13.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;
- 13.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
- 13.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;
- 13.1.4 ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and
- 13.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

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

- 14.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:
- 14.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;
- 14.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and
- 14.1.3 report back to the governance entity on the outcome of any such consultation.





3.2: CULTURE AND HERITAGE PROTOCOL

15. DEFINITIONS

15.1 In this Protocol:

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

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

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

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

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

**Governance Entity** means the Te Manawa O Ngāti Kuri Trust

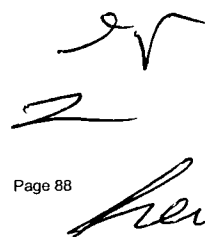
**Ngā Taonga Tūturu** has the same meaning as in section 2 of the Act and means two or more Taonga Tūturu

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

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

- (a) relates to Māori culture, history, or society; and
- (b) was, or appears to have been:
  - (i) manufactured or modified in New Zealand by Māori; or
  - (ii) brought into New Zealand by Māori; or
  - (iii) used by Māori; and
- (c) is more than 50 years old

**Ngāti Kuri** has the meaning set out in clause 11.11 of the Deed of Settlement.



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NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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3.2: CULTURE AND HERITAGE PROTOCOL

ISSUED on [                    ]

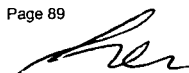
SIGNED for and behalf of                    )  
THE SOVEREIGN in right of New            )  
Zealand by the Minister for Arts, Culture )  
and Heritage in the presence of:         ) \_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

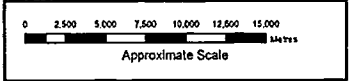
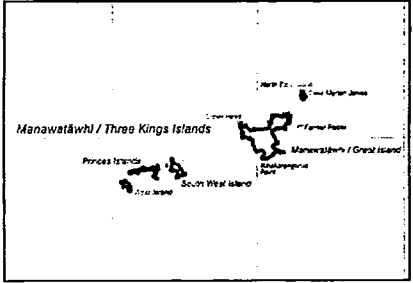
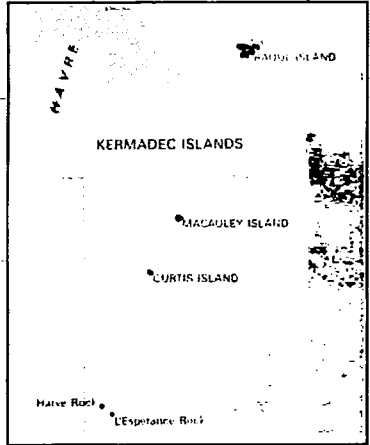
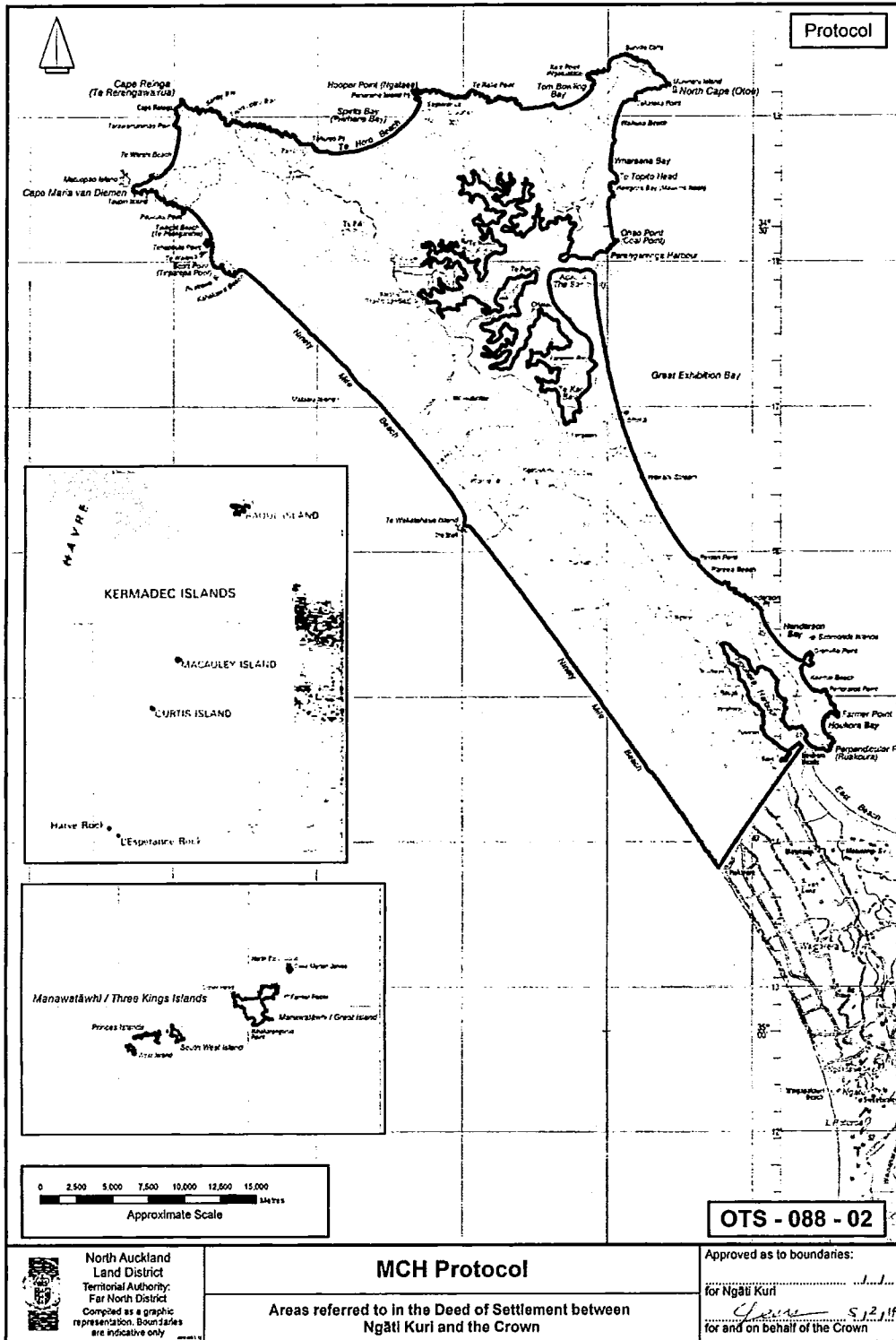
\_\_\_\_\_  
Address



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

3.2: CULTURE AND HERITAGE PROTOCOL

ATTACHMENT A  
PROTOCOL AREA



OTS - 088 - 02

North Auckland  
Land District  
Territorial Authority:  
Far North District  
Compiled as a graphic  
representation. Boundaries  
are indicative only

**MCH Protocol**  
Areas referred to in the Deed of Settlement between  
Ngāti Kuri and the Crown

Approved as to boundaries:  
for Ngāti Kuri  
*[Signature]*  
for and on behalf of the Crown

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**3.3 PROTOCOL WITH THE MINISTER OF ENERGY AND RESOURCES**

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**Clause 8.11.3**

3.3: PROTOCOL WITH THE MINISTER OF ENERGY AND RESOURCES

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

1. INTRODUCTION

- 1.1 Under the Deed of Settlement dated [ ] between Ngāti Kuri and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Energy and Resources (the "**Minister**") would issue a Protocol (referred to in the Deed as the "protocol with the Minister of Energy and Resources but herein referred to as the "**Crown Minerals Protocol**") setting out how the Ministry of Business, Innovation and Employment (the "**Ministry**") will consult with the Ngāti Kuri Governance Entity (the "**Governance Entity**") on matters specified in the Crown Minerals Protocol.
- 1.2 Both the Ministry and Ngāti Kuri are seeking a healthy and constructive relationship based on the principles of Te Tiriti o Waitangi / the Treaty of Waitangi.
- 1.3 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.
- 1.4 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.
- 1.5 This Crown Minerals Protocol will affect the Ministry's administration of Crown owned minerals under the Act in the Crown Minerals Protocol Area.

2. PURPOSE OF THIS PROTOCOL

- 2.1 With the intent of creating a constructive relationship between Ngāti Kuri and the Ministry in relation to mineral resources administered in accordance with the Act in the Crown Minerals Protocol Area, this Crown Minerals Protocol sets out how the Ministry will exercise its functions, powers and duties in relation to the matters set out in this Crown Minerals Protocol.
- 2.2 The Governance Entity will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Crown Minerals Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

3. OWNERSHIP OF MINERALS

- 3.1 Ngāti Kuri asserts that traditionally, Ngāti Kuri owned and used the mineral resources and taonga in their rohe.



**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**3.3: PROTOCOL WITH THE MINISTER OF ENERGY AND RESOURCES**

- 3.2 In reaching this Crown Minerals Protocol with the Minister, Ngāti Kuri records that the expropriation of their ownership of mineral resources by the Crown is a serious Treaty breach with implications that are still being felt.
- 3.3 The Minister acknowledges that Ngāti Kuri asserts that it maintains, in accordance with tikanga, an unbroken, inalienable and enduring relationship with, and mana in relation to, the mineral resources within the Crown Minerals Protocol Area. Ngāti Kuri's mana remains intact, in spite of any legislative expropriation.
- 3.4 The Minister further acknowledges that Ngāti Kuri asserts that despite the expropriation of its ownership it has a right to make decisions regarding mining in the Crown Minerals Protocol Area.
- 3.5 The Crown asserts ownership of minerals under the Crown Minerals Act 1991 and considers that the nationalisation of minerals is not a breach of the Treaty. Section 10 of the Crown Minerals Act 1991 provides that all gold, silver, uranium and petroleum existing in its natural condition in land shall be the property of the Crown. Section 11 of the Crown Minerals Act 1991 reserves all minerals to the Crown in any future alienation of Crown land and upholds all reservations of minerals made in earlier enactments. Decision-making regarding prospecting, exploration and mining of petroleum and minerals other than petroleum in the Crown Minerals Protocol Area is prescribed under the Crown Minerals Act 1991.

**4. PROTOCOL AREA**

- 4.1 This Crown Minerals Protocol applies across the Crown Minerals Protocol Area which means the area identified in the map included in Attachment A of this Crown Minerals Protocol together with the adjacent waters.

**5. TERMS OF ISSUE**

- 5.1 This Crown Minerals Protocol is issued pursuant to section [ ] of [insert the name of the Settlement Legislation] (the "Settlement Legislation") that implements clause 8.11.3 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 5.2 This Crown Minerals Protocol must be read subject to the terms of issue set out in Attachment B.

**6. CONSULTATION**

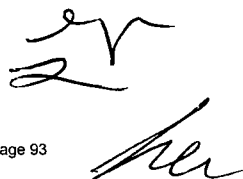
- 6.1 The Minister will ensure that the Governance Entity is consulted by the Ministry:

**New minerals programmes**

- 6.1.1 on the preparation of new minerals programmes which relate, whether wholly or in part, to the Crown Minerals Protocol Area;

**Petroleum exploration permit block offers**

- 6.1.2 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



**3.3: PROTOCOL WITH THE MINISTER OF ENERGY AND RESOURCES**

relevant minerals programme), which relates, whether wholly or in part, to the Crown Minerals Protocol Area;

**Other petroleum exploration permit applications**

6.1.3 when any application for a petroleum exploration permit is considered, which relates, whether wholly or in part, to the Crown Minerals Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 6.1.2;

**Amendments to petroleum exploration permits**

6.1.4 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 Crown Minerals Protocol Area;

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

6.1.6 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 Crown Minerals Protocol Area;

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

6.1.7 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 Crown 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 6.1.2;

**Newly available acreage**

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

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

6.1.9 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; and

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

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

3.3: PROTOCOL WITH THE MINISTER OF ENERGY AND RESOURCES

7. IMPLEMENTATION AND COMMUNICATION

- 7.1 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 6.1 of this Crown Minerals Protocol. The Ministry will consult with the Governance Entity in accordance with this Crown Minerals Protocol and in accordance with the relevant minerals programme if matters described in clause 6.1 of this Crown Minerals Protocol Area may affect the interests of Ngāti Kuri.
- 7.2 The basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- 7.2.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues in relation to any matters under clause 6 of this Crown Minerals Protocol;
- 7.2.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters described in clause 6 of this Crown Minerals Protocol;
- 7.2.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process and the consideration by the Governance Entity of its submissions in relation to any of the matters described in clause 6 of this Crown Minerals Protocol; and
- 7.2.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of the Governance Entity in relation to any of the matters described in clause 6 of this Crown Minerals Protocol.
- 7.3 Where the Ministry is required to consult the Governance Entity as specified in clause 6.2, the Ministry will report back in writing to the Governance Entity on the decision made as a result of such consultation.
- 7.4 The Ministry will seek to fulfil its obligations under this Crown Minerals Protocol by:
- 7.4.1 maintaining information on the Governance Entity's address and contact details as provided from time to time by the Governance Entity;
- 7.4.2 as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Crown Minerals Protocol;
- 7.4.3 nominating relevant employees to act as contacts with the Governance Entity in relation to issues concerning this Crown Minerals Protocol; and
- 7.4.4 providing the Governance Entity with the names of the relevant employees who will act as contacts with the Governance Entity in relation to issues concerning this Crown Minerals Protocol.



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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3.3: PROTOCOL WITH THE MINISTER OF ENERGY AND RESOURCES

8. **DEFINITIONS**

8.1 In this Crown Minerals Protocol:

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

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

**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 [            ] between the Crown and Ngāti Kuri;

**Governance Entity** means the Te Manawa O Ngāti Kuri Trust;

**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 Kuri** has the meaning set out in clause 11.11 of the Deed of Settlement;

**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 the Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Crown Minerals Protocol.

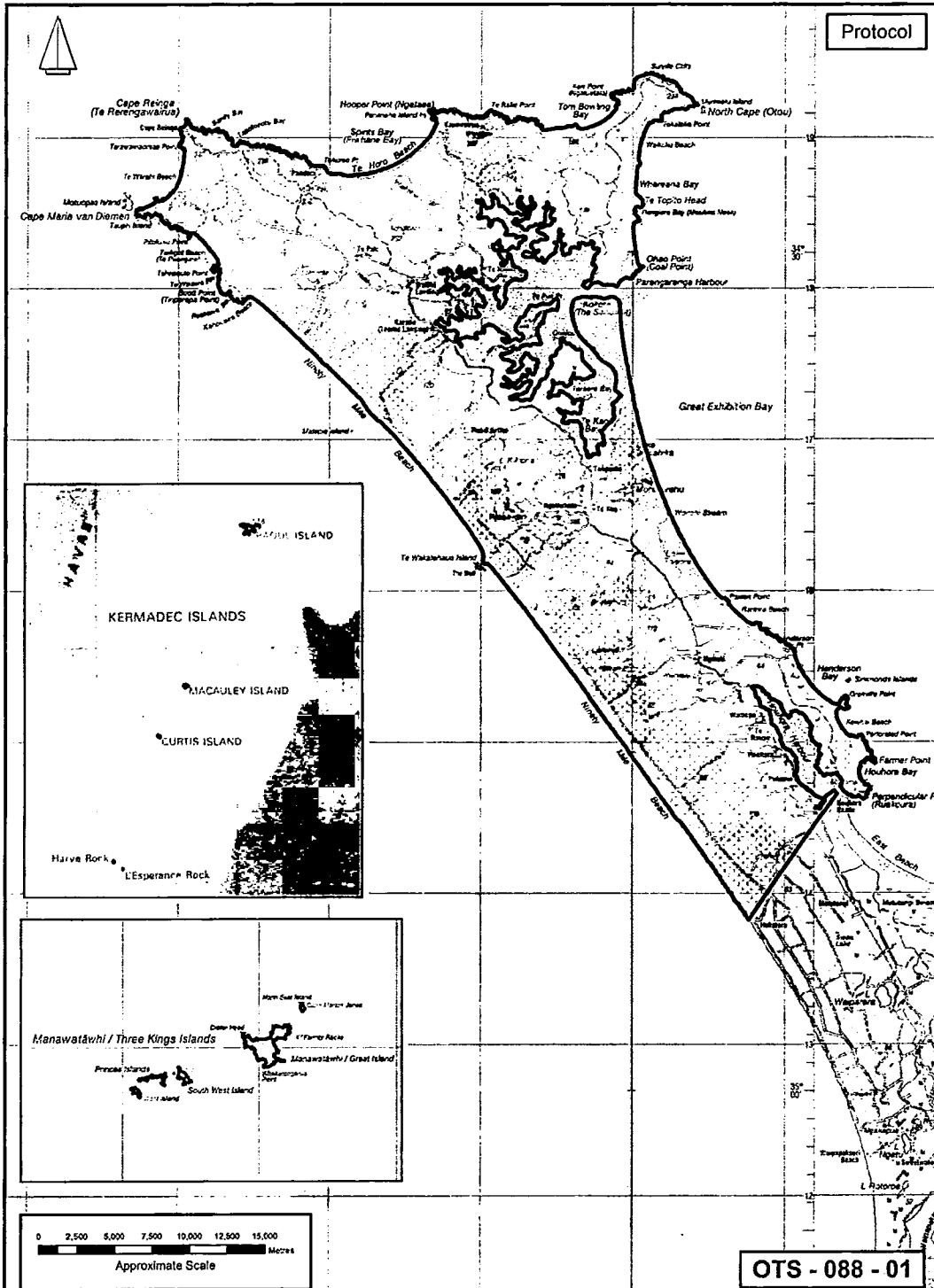




NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

3.3: PROTOCOL WITH THE MINISTER OF ENERGY AND RESOURCES

ATTACHMENT A: CROWN MINERALS PROTOCOL AREA



<p>North Auckland Land District Territorial Authority Far North District Compiled as a graphic representation. Boundaries are indicative only.</p>	<p><b>Protocol with the Minister of Energy and Resources</b></p> <p>Areas referred to in the Deed of Settlement between Ngāti Kuri and the Crown</p>	<p>Approved as to boundaries: for Ngāti Kuri <i>[Signature]</i> for and on behalf of the Crown</p>
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3.3: PROTOCOL WITH THE MINISTER OF ENERGY AND RESOURCES

**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 Manawa O Ngāti Kuri Trust 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 changed;

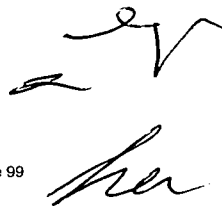
but the addition:

- 2.1.3 is for the purpose of public notice only; and
- 2.1.4 does not change the minerals programmes for the purposes of the Crown Minerals Act 1991 (section [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, hapū, marae, whānau, 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 Kuri 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 minerals (section [number]); or
- 3.1.4 affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011 (section [number]).



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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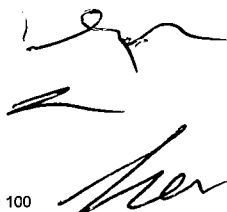
**3.3: PROTOCOL WITH THE MINISTER OF ENERGY AND RESOURCES**

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

**4. Breach**

4.1 Subject to the Crown Proceedings Act 1950, Te Manawa O Ngāti Kuri Trust 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 Minerals Protocol is not a breach of the Deed of Settlement (clause 8.14).

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**4. LETTER OF COMMITMENT RELATING TO THE CARE AND  
MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION  
OF, AND ACCESS TO, TE HIKU O TE IKA IWI TAONGA**

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NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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4: LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND  
REVITALISATION OF, AND ACCESS TO, TE HIKU O TE IKA IWI TAONGA

**Letter of Commitment Relating to the Care and Management, Use, Development and  
Revitalisation of, and Access to, Te Hiku o Te Ika iwi taonga**

**The Parties**

1. The Parties to this Letter of Commitment ("Letter") are:
  - 1.1 Te Hiku o Te Ika Iwi as represented by and through the respective Post Settlement Governance Entities (the "PSGEs") of Ngāti Kuri; Te Aupōuri; NgāiTakoto; and Te Rarawa;
  - 1.2 The Department of Internal Affairs Te Tari Taiwhenua; and
  - 1.3 The Museum of New Zealand Te Papa Tongarewa ("Te Papa Tongarewa").together "the Parties".

A summary of the role and functions of each of the Parties is provided in Annex A.

2. Te Hiku o Te Ika Iwi means those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
  - 2.1 Ngāti Kuri; and
  - 2.2 Te Aupōuri; and
  - 2.3 NgāiTakoto; and
  - 2.4 Ngāti Kahu; and
  - 2.5 Te Rarawa.
3. Although Ngāti Kahu is not a party to this Letter, at the date of execution, Ngāti Kahu may become a party to this Letter at any time by giving one month's written notice to the Parties.
4. In the event that Ngāti Kahu is not a party to this Letter the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to the Letter, and Te Hiku o Te Ika shall have a corresponding meaning.

**Definitions**

- "Inventories"* means list of information.
- "Iwi parties"* Te Hiku o Te Ika Iwi as represented by and through the respective Post Settlement Governance Entities (the "PSGEs") of Ngāti Kuri; Te Aupōuri; NgāiTakoto; and Te Rarawa are for the purposes of this Letter of Commitment referred to as the "Iwi parties".
- "Crown parties"* the Department of Internal Affairs with a focus on the National Library of New Zealand and Archives New Zealand functions, and Te Papa Tongarewa are for the purposes of this Letter of Commitment referred to as the "Crown parties". A summary of the role and functions of each of the parties is provided in Annex A.
- "Deaccessioned"* the permanent removal of an item from the collections of Te Papa Tongarewa.

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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**4: LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, TE HIKU O TE IKA IWI TAONGA**

*"National Library"* National Library of New Zealand, Te Puna Mātauranga o Aotearoa (includes the Alexander Turnbull Library).

*"Taonga"* Taonga includes but is not limited to artifacts, heirlooms, human remains, manuscripts, archives, records, information data (including multi-media formats such as sound, still and moving images).

**Context**

5. The Crown has signed Deeds of Settlement ("the Deeds of Settlement"), settling the historical claims of the following Te Hiku o Te Ika Iwi:

- 5.1 Te Aupōuri;
- 5.2 Te Rarawa ;
- 5.3 Ngāi Takoto; and
- 5.4 Ngāti Kuri.

6. Under the Deeds of Settlement the Crown and the Iwi parties agreed to the development of this Letter to facilitate the;

- 6.1 care and management of;
- 6.2 access to and use of;
- 6.3 development and revitalisation of;
- 6.4 involvement in agreed education initiatives associated with; and
- 6.5 involvement in research undertaken by the Crown parties or jointly with the Iwi parties on;

Te Hiku o Te Ika Iwi taonga whether held by Te Hiku o Te Ika whānau and hapū, or the Crown parties.

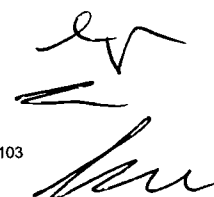
7. The Parties have entered into this Letter consistent with the partnership principle underlying Te Tiriti o Waitangi / the Treaty of Waitangi.

8. The Parties acknowledge that this common commitment is intended to support the contribution that the Parties make towards the shared vision between the Crown and the Iwi parties as set out at paragraph 12 and the achievement of the outcome set out at paragraph 15.

9. This Letter of Commitment is one of a suite of documents including the Social Accord and the Department of Internal Affairs portfolio agreement that together sets out the relationship expectations of and the commitments made between the Department of Internal Affairs and the Iwi parties. The specific expectations of and commitments made between Te Papa and the Iwi parties are set out in this Letter of Commitment.

**Purpose**

10. The purpose of this Letter is to give greater definition to how the Parties intend to develop an enduring relationship and collaborate on matters related to the care and management, use, development and revitalisation of, and access to, Te Hiku o Te Ika Iwi taonga.

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NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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**4: LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, TE HIKU O TE IKA IWI TAONGA**

11. The Parties recognise the following matters, which will guide them in giving effect to the purpose of this Letter and will be discussed as part of the development of the work plans:
- 11.1 the significance of Te Hiku o Te Ika Iwi taonga to the maintenance and development of Te Hiku o Te Ika culture and to enriching the cultural life of New Zealand;
  - 11.2 that Te Hiku o Te Ika Iwi taonga is held and looked after by Te Hiku o Te Ika whānau, and hapū, and also by the Crown parties to this Letter;
  - 11.3 that active and meaningful engagement by the Crown parties with Te Hiku o Te Ika in the care and management, use, development and revitalisation of, and access to, Te Hiku o Te Ika Iwi taonga is required as agreed in the work plans; and
  - 11.4 the need for an enduring and collaborative relationship to be developed between the Iwi parties and the Crown parties.

**Vision**

12. The Crown and the Iwi parties have a shared vision:

The communities, whānau, hapū and Iwi of Te Hiku o Te Ika are culturally, socially and economically prosperous.

Kia whiwhi nga hapori, whānau, hapū me nga Iwi o Te Hiku o Te Ika i te oranga tonutanga, kia ranea.

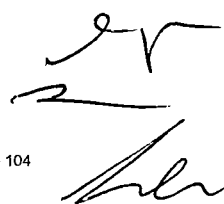
13. The Parties will contribute to the achievement of the shared vision.
14. This vision recognises the important connection between Te Hiku whānau, hapū and Iwi with their taonga and the importance of this relationship to the wellbeing of their people.

**Outcome**

15. The Parties are committed to making a contribution to the following outcome:
- Culturally strong Te Hiku o Te Ika: the members of Te Hiku o Te Ika Iwi have a strong and vital culture, history, language and identity; including the preservation and protection of taonga both tangible and intangible.
16. The Parties recognise that Te Hiku o Te Ika Iwi has responsibilities in relation to taonga that is both tangible and intangible, such as te reo Māori and Mātauranga Māori.
17. The Parties recognise that the Department has responsibilities in relation to the preservation and protection of taonga that is tangible only.
18. The Department will also contribute to other relevant outcomes as mutually agreed.

**Effect**

19. The Parties acknowledge that this Letter is not intended to constitute a contract between the Parties or to be enforceable by law. However, the Parties are committed



**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**4: LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, TE HIKU O TE IKA IWI TAONGA**

to working together in good faith in accordance with this Letter in order to make a contribution to the achievement of the vision and outcome set out above.

20. Resourcing of activities under this Letter will be within existing resource limits and align with the Department's priorities and the Government priorities of the day.
21. The Iwi parties acknowledge that all agreements and commitments contained in this Letter are subject to the legislative rights and obligations under which the respective Crown parties operate and the terms upon which specific taonga are held by the Crown parties.

**Development of Work Plans**

22. Within 12 months of the signing of this Letter each of the Crown parties will confirm a single work plan with the Iwi parties on matters of collective importance that are consistent with the purpose of this Letter and, on a case by case basis, other matters as mutually agreed that may be specific to a single, or a cluster of, Iwi. The work plans may:
  - 22.1 provide the detail of the commitments agreed by the Iwi parties and each respective Crown party;
  - 22.2 set out a timetable and milestones for delivering on any agreed commitments;
  - 22.3 confirm the responsibilities for the various Parties in meeting the agreed commitments;
  - 22.4 identify a process for resolving any issues or disputes;
  - 22.5 identify key contact persons for the Parties;
  - 22.6 provide for mutually agreed outcomes; and
  - 22.7 provide for the work plans to be reviewed at an Annual Hui.
23. Final topics for the work plans will be mutually agreed by the Iwi parties and each respective Crown party and will reflect the priorities, resources and the specific functions and duties of the Parties.

**Work Plan Topics**

***Work Plan Topics Shared by all Parties***

24. Potential topics for each of the respective Crown parties' joint work plans may include, but are not limited to, the topics identified below.
25. Collaborative Care and Management of Te Hiku o Te Ika Iwi taonga held by Crown parties:
  - 25.1 To facilitate access for members Te Hiku o Te Ika Iwi to Te Hiku o Te Ika Iwi taonga.
  - 25.2 To provide advice and guidance on taonga and cultural heritage issues of importance to the Iwi parties.



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- 25.3 To work collaboratively with the Iwi parties, as far as reasonably practicable, to develop and maintain inventories for Te Hiku o Te Ika Iwi taonga.
  - 25.4 To work collaboratively with the Iwi parties to research Te Hiku o Te Ika Iwi taonga.
  - 25.5 To work with the Iwi parties to develop metadata for Te Hiku o Te Ika Iwi taonga.
  - 25.6 To work collaboratively with the Iwi parties on taonga care, management, and storage.
  - 25.7 To develop mutually beneficial research projects that enhance the understanding of Te Hiku o Te Ika Iwi taonga and Te Hiku o Te Ika Iwi culture.
26. Sharing knowledge and expertise associated with Te Hiku o Te Ika Iwi cultural heritage:
- 26.1 To share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues.
  - 26.2 To share information relating to:
    - 26.2.1 database use and research methodologies specific to, or that can be applied towards, Te Hiku o Te Ika Iwi taonga;
    - 26.2.2 ways in which the Iwi parties can encourage the use of their taonga in community and education; and
    - 26.2.3 the history and cultural significance of Te Hiku o Te Ika Iwi taonga where the Iwi parties consider it appropriate to share this information.
  - 26.3 To work together on exhibition planning processes and related activities specific to Te Hiku o Te Ika Iwi taonga.
  - 26.4 To seek advice from the Iwi parties, regarding specific policy and tikanga guidance as it relates to Te Hiku o Te Ika Iwi taonga on issues they consider appropriate to share.
27. Opportunities for increased learning and capacity building relating to Te Hiku o te Ika iwi taonga through:
- 27.1 Conservation and training in taonga preservation;
  - 27.2 Collection management systems;
  - 27.3 Digitisation initiatives; and
  - 27.4 Training and development, with possible internships.

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**Work Plan Topics Specific to Crown Parties**

28. Potential topics for Crown parties' respective work plans may include, but are not limited to, the topics identified below.

**Work Plan Topics Particular to the Department of Internal Affairs National Library of New Zealand functions**

29. Collaborative Care and Management of Taonga:
- 29.1 To work with the Iwi parties to develop processes to record what material relating to Te Hiku o Te Ika Iwi taonga is being accessed from the collections.
  - 29.2 To work with the Iwi parties to facilitate the access of members of ngā iwi, ngā hapū me ngā whānau o Te Hiku o Te Ika to material relating to Te Hiku o Te Ika Iwi taonga, for example the provision of copies of material.
  - 29.3 To work with the Iwi parties to develop protocols concerning the use of and access to material relating to Te Hiku o Te Ika Iwi taonga.
  - 29.4 To work with the Iwi parties to develop exhibition opportunities relating to Te Hiku o Te Ika Iwi taonga.
  - 29.5 To provide the Iwi parties with the opportunity to share their mātauranga regarding key activities and events at National Library relating to Te Hiku o Te Ika Iwi taonga.
30. Sharing knowledge and expertise associated with Te Hiku o Te Ika Iwi taonga:
- 30.1 To share knowledge and expertise on known Te Hiku o Te Ika Iwi taonga held in New Zealand and overseas.
  - 30.2 To broker relationships with New Zealand and international libraries and heritage organisations.
31. Education initiatives:
- 31.1 To share National Library knowledge and expertise related to literacy and learning.

**Work Plan Topics Particular to the Department of Internal Affairs Archives New Zealand function**

32. Collaborative Care and Management of Taonga:
- 32.1 To work with the Iwi parties to develop processes to record what material relating to Te Hiku o Te Ika Iwi taonga is being accessed from the collections.
  - 32.2 To work with the Iwi parties to facilitate the access of members of ngā iwi, ngā hapū me ngā whānau o Te Hiku o Te Ika to material relating to Te Hiku o Te Ika Iwi taonga, for example the provision of copies of material.
  - 32.3 To work with the Iwi parties to develop protocols concerning the use of and access to material relating to Te Hiku o Te Ika Iwi taonga.

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- 32.4 To develop a process whereby Te Hiku o Te Ika Iwi taonga is identified and the Iwi parties have the opportunity to acquire such taonga in accordance with process set out in section 25 of the Public Records Act 2005.
- 32.5 To develop a process to provide information to the Iwi parties on the type of research being conducted when Te Hiku o Te Ika Iwi taonga is being accessed.
33. Monitoring delivery of service:
- 33.1 To develop processes to monitor the effectiveness of the relationship with and services to the Iwi parties in achieving outcomes mutually agreed in the work plans.
34. Analysis and reporting:
- 34.1 To prepare and prioritise a list of key questions to ask regularly in written reports to the Iwi parties which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.
35. Advice for public offices and local authorities on access to Te Hiku o Te Ika Iwi taonga:
- 35.1 To consult with the Iwi parties, and advise public offices and local authorities on best practice in making access decisions for access to Te Hiku o Te Ika Iwi taonga held as public archives and local authority archives.

**Work Plan Topics Particular to Te Papa Tongarewa**

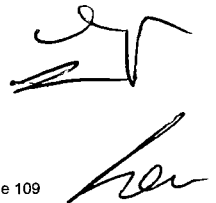
36. Te Papa Tongarewa will work with the Iwi parties in relation to the work plan topics set out in this section consistently with the principle of Mana Taonga which:
- 36.1 recognises the relationships between iwi, hapū and whānau with their taonga;
- 36.2 seeks the input of communities for guidance on how their taonga should be managed, cared for, exhibited, or represented and gives all people who have taonga in Te Papa Tongarewa's collections a special connection to the marae - Rongomaraeroa; and
- 36.3 shapes and informs many of the museum's activities and provides guidance for staff in the research, care, and management of taonga.
37. Collaborative Care and Management of Taonga:
- 37.1 To maintain an inventory of Te Hiku o Te Ika Iwi taonga held at Te Papa Tongarewa.
- 37.2 To work with the Iwi parties to develop processes to record what material relating to Te Hiku o Te Ika Iwi taonga is being accessed from the collections.
- 37.3 To work with the Iwi parties to facilitate the access of members of ngā iwi, ngā hapū me ngā whānau o Te Hiku o Te Ika to material relating to Te Hiku o Te Ika Iwi taonga, for example the provision of copies of material.
- 37.4 To work with the Iwi parties to develop protocols concerning the use of and access of others to material relating to Te Hiku o Te Ika Iwi taonga, for example advising Te Hiku o Te Ika of any access restrictions to taonga required by donors and discussing when access to and/or use of taonga could be restricted.

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- 37.5 To develop a process to provide information to the Iwi parties on the type of research being conducted when Te Hiku o Te Ika Iwi taonga is being accessed.
- 37.6 To work with the Iwi parties to develop exhibition opportunities.
- 37.7 To provide opportunities to promote Te Hiku o Te Ika Iwi artists at Te Papa Tongarewa.
- 38. Education and training initiatives:
  - 38.1 To work with the Iwi parties regarding education initiatives including on how their stories may be included in existing resources and the development of new resources.
  - 38.2 To work with the Iwi parties to develop training opportunities for members of ngā iwi, ngā hapū me ngā whānau o Te Hiku o Te Ika.
- 39. To provide the Iwi parties the opportunity to share their mātauranga regarding key activities and events at Te Papa Tongarewa:
  - 39.1 To recognise the PGSEs of the Te Hiku o Te Ika Iwi as iwi authorities for those iwi in relation to taonga issues.
  - 39.2 To recognise the priority that Te Hiku o Te Ika place on the acquisition of their taonga that is deaccessioned by Te Papa Tongarewa, and consult with them and provide them with the opportunity to acquire such taonga.
- 40. Sharing knowledge and expertise associated with Te Hiku o Te Ika cultural heritage kaupapa:
  - 40.1 To share knowledge and expertise associated with Te Hiku o Te Ika Iwi cultural heritage kaupapa, including the following:
    - 40.1.1 Legislation (e.g. the Protected Objects Act) museum policies and practices.
    - 40.1.2 Visitor Market Research & Evaluation methodology and data.
    - 40.1.3 Te Hiku o Te Ika iwi taonga held in New Zealand and overseas.
  - 40.2 To actively facilitate Te Hiku o Te Ika relationships with New Zealand and international museums, galleries and heritage organisations.
  - 40.3 To actively facilitate opportunities for access and reconnection of Te Hiku o Te Ika iwi taonga.
- 41. Te Papa Tongarewa and the Iwi parties will also work together on:
  - 41.1 New Zealand Museum Standards Scheme.
  - 41.2 Advice on cultural centre development.
  - 41.3 Commercial Initiatives - (e.g. publications).
  - 41.4 Iwi Exhibition partnership.
  - 41.5 Contributing to a central portal - web links.



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**Ongoing Relationships**

- 42. The Parties agree to meet annually ( "Annual Hui"), at a date to be mutually agreed.
- 43. The inaugural Annual Hui of the Parties will be held within 3 months of the signing of the Letter.
- 44. The Parties will jointly take responsibility for confirming the Annual Hui and hui agenda.
- 45. Each party will meet its own cost of attending the Annual Hui.

**Communication**

- 46. The Parties commit to:
  - 46.1 maintain effective communication with one another on any concerns and issues arising from this Letter and its implementation;
  - 46.2 as far as reasonably practicable, provide opportunities for meetings of relevant management and staff;
  - 46.3 as far as reasonably practicable, train relevant employees of the Parties to ensure that they are made aware of this Letter and the practical tasks which flow from it;
  - 46.4 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Letter and future amendments; and
  - 46.5 include a copy of the Letter on the Crown parties' websites.

**Changes to Policy and Legislation Affecting this Letter**

- 47. In addition to the specific commitments in this Letter, the Crown parties will consult, wherever practicable, with the Iwi parties on policy development or review which potentially affects Te Hiku o Te Ika Iwi taonga and provide for opportunities for the Iwi parties to contribute to such developments.
- 48. If any of the Crown parties consults with the public or with Māori generally on policy development or any proposed legislative amendment to the statutes under which the Crown parties operate, and which impacts on the purpose of this Letter, the Crown party shall:
  - 48.1 notify the Iwi parties of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;
  - 48.2 provide the Iwi parties with sufficient information and time for participation in the decision-making process, including the preparation and making of informed submissions in relation to any of the matters that are subject to the consultation;
  - 48.3 approach the consultation with an open mind and genuinely consider any views and/or concerns and/or submissions of the Iwi parties in relation to any of the matters that are subject to the consultation;
  - 48.4 use best endeavours to meet when requested by either party to discuss options to resolve concerns; and

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48.5 advise the Iwi parties of the final outcome of any such consultation.

**Dispute Resolution**

49. In the event that the Parties cannot agree on the implementation of this Letter, or agree revised terms following a five yearly review of the Letter, then a meeting will be convened between the Trust and the Chief Executive and then the Minister of Internal Affairs or, in the case of Te Papa Tongarewa, the Chairperson of the Board with any party giving at least one month's notice of request for a meeting.

**Review Provision**

50. This Letter will be reviewed by the Parties every five years or earlier where there is a change or a proposed change to the legislation or policy relevant to the Crown parties that have the potential to affect the matters covered by this Letter. This review will take place at the Annual Hui of the Parties, to ensure that the commitments entered into in the Letter remain relevant and continue to capture the purpose of the Letter.
51. The Parties will negotiate any amendments to provisions at this time and may sign a new Letter which will take effect upon signing.

Chairperson  
**Te Rūnanga o Ngāi Takoto**

Colin MacDonald  
Chief Executive  
**Department of Internal Affairs**  
**Te Tari Taiwhenua**

Date:

Date:

Chairperson  
**Te Manawa o Ngāti Kuri Trust**

Mike Houlihan  
Chief Executive  
**Museum of New Zealand**  
**Te Papa Tongarewa**

Date:

Date:

Chairperson  
**Te Runanga Nui o Te Aupōuri Trust**

Rhonda Paku  
Acting Kaihautū  
**Museum of New Zealand**  
**Te Papa Tongarewa**

Date:

Date:

Chairperson  
**Te Rūnanga o Te Rarawa**

Date:





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**Annex A: Description of the iwi parties and summary of the role and functions of the  
Crown parties**

***Ngāti Kuri***

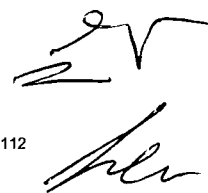
1. Ngāti Kuri is one of five iwi based in Te Hiku o Te Ika a Maui (the tail of the fish of Maui), the region from the Hokianga Harbour to Mangonui northwards. Ngāti Kuri's contemporary rohe extends north of a line from Maunga Tohoroha (Mt Camel) in the east to Hukatere in the west and extending north-west to Motuopao, across to Te Rerenga Wairua and then east to Murimotu and including the islands of Manawatawhi (the Three Kings) and Rangitahua (the Kermadecs). Their primary marae are Te Reo Mihi in Te Hāpua and Waiora in Ngātaki.
2. Ngāti Kuri represents the descendents of Ngāti Kuri tūpuna who exercised their customary rights in the Ngāti Kuri rohe after 6 February 1840 by virtue of being descended from Pōhurihanga, captain of the waka Kurahaupō, and Maieke. According to the 2006 census, approximately 5,757 people affiliate to Ngāti Kuri.
3. The Te Hiku Claims Settlement Bill (for Ngāti Kuri, Te Rarawa, Ngāi Takoto and Te Aupōuri) will be introduced to the House following the Ngāti Kuri Deed of Settlement signing.

***Te Manawa O Ngāti Kuri Trust***

4. Te Manawa O Ngāti Kuri Trust is the post settlement governance entity of Ngāti Kuri.
5. The purposes of the trust are to receive, manage and administer the trust's assets on behalf of and for the benefit of the present and future members of Ngāti Kuri in accordance with this trust deed including, without limitation:
  - (a) the promotion amongst Ngāti Kuri of the educational, spiritual, economic, social and cultural advancement or well-being of Ngāti Kuri;
  - (b) the maintenance and establishment of places of cultural or spiritual significance to Ngāti Kuri;
  - (c) the promotion amongst Ngāti Kuri of education, health and well-being generally, including of the aged or those suffering from mental or physical sickness or disability; and
  - (d) any other purpose that is considered by the trust from time to time to be beneficial to Ngāti Kuri.

***Department of Internal Affairs, Te Tari Taiwhenua***

6. The Department of Internal Affairs (the Department) serves and connects people, communities and government to build a safe, prosperous and respected nation. The Department is responsible to six Ministers administering one Vote across seven Ministerial portfolios.
7. The Department's portfolios are Internal Affairs (including the Government Chief Information Office, the National Library and Archives New Zealand), Ministerial Services, Ethnic Affairs, Civil Defence, Racing, Local Government and the Community and Voluntary sector (including the Office for the Community and Voluntary Sector).



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8. The Minister of Internal Affairs oversees the Government's ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
9. The Department:
- (a) provides direct services to people, communities and government;
  - (b) provides policy advice to government;
  - (c) regulates people's activity, encourages compliance and enforces the law; and
  - (d) monitors performance.

***Department of Internal Affairs National Library of New Zealand, Te Puna Mātauranga o Aotearoa functions***

10. On 1 February 2011, the National Library of New Zealand was integrated into the Department of Internal Affairs.
11. The National Library of New Zealand is set up under the National Library of New Zealand (Te Puna Mātauranga o Aotearoa) Act 2003 ("Act"). Under section 7 of the Act, the purpose of the National Library is to enrich the cultural and economic life of New Zealand and its interchanges with other nations by, as appropriate:
- (a) collecting, preserving, and protecting documents, particularly those relating to New Zealand, and making them accessible for all the people of New Zealand, in a manner consistent with their status as documentary heritage and taonga;
  - (b) supplementing and furthering the work of other libraries in New Zealand; and
  - (c) working collaboratively with other institutions having similar purposes, including those forming part of the international library community.
12. The Alexander Turnbull Library forms part of the National Library. Under section 12 of the Act, the purposes of the Alexander Turnbull Library are:
- (a) to preserve, protect, develop, and make accessible for all the people of New Zealand the collections of that library in perpetuity and in a manner consistent with their status as documentary heritage and taonga;
  - (b) to develop the research collections and the services of the Alexander Turnbull Library, particularly in the fields of New Zealand and Pacific studies and rare books; and
  - (c) to develop and maintain a comprehensive collection of documents relating to New Zealand and the people of New Zealand.

***Department of Internal Affairs Archives New Zealand, Te Rua Mahara o te Kāwanatanga) functions***

13. On 1 February 2011, Archives New Zealand was integrated into the Department of Internal Affairs.

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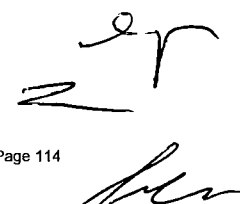
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14. The Public Records Act 2005 sets out the functions of the Chief Archivist and the role of the archives repository, Archives New Zealand.
15. The Chief Archivist has a leadership role in advising on and monitoring the information management practices of public sector agencies. This includes developing standards for information creation and maintenance, and providing advice and training for those implementing these standards. In due course public records of long-term value become public archives under the control of the Chief Archivist. Among the public archives there are records that are considered taonga of Te Hiku o Te Ika. The Chief Archivist is also responsible for ensuring the preservation of public archives, and facilitating public access to and use of public archives.
16. The Chief Archivist has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private, iwi, hapū, and community records. Archives New Zealand endeavours to improve access for Māori and other communities to records of significance to them. Maintaining a presence and working with iwi, hapū and the wider community, ensures the Chief Archivist is able to consult effectively with Māori on recordkeeping and archive issues.
17. Records of long-term value are transferred to the public archive on the authority of the Chief Archivist who has the statutory responsibility to determine whether to keep or dispose of public records.
18. The majority of the public archives are held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin. Some public Archives are held by approved repositories.
19. Access to the public archive is promoted through a variety of technological formats and by way of customer assistance and support in each of Archives New Zealand's four reading rooms across the country, a remote enquiries service, and an increasing online digital presence.

***The Museum of New Zealand Te Papa Tongarewa (Te Papa)***

20. The Museum of New Zealand Te Papa Tongarewa, also known as Te Papa, was established by statute in 1992, replacing the former National Museum and National Art Gallery. Its purpose, as stated in the Act, is to "provide a forum in which the nation may present, explore, and preserve both the heritage of its cultures and knowledge of the natural environment in order to better understand the past, enrich the present and meet the challenges of the future".
21. The Museum of New Zealand Te Papa Tongarewa Act defines Te Papa's functions as to:
  - (a) collect works of art and items relating to history and the natural environment;
  - (b) be an accessible national depository for collections of art and items relating to history and the natural environment;
  - (c) develop, conserve and house securely the collections of art and items relating to history and the natural environment;

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- (d) exhibit, or make available for exhibition by other public art galleries, museums, and allied organisations, such material from its collections as the Board determines;
- (e) conduct research into matters relating to the collections or associated areas of interest and to assist others in such research;
- (f) provide an education service in connection with its collections;
- (g) disseminate information relating to its collections, and to any other matters relating to the Museum and its functions;
- (h) co-operate with and assist other New Zealand museums in establishing a national service, and in providing appropriate support to other institutions and organisations holding objects or collections of national importance;
- (i) co-operate with other institutions and organisations having objectives similar to those of Te Papa;
- (j) make best use of the collections in the national interest; and
- (k) design, construct and commission any building or structure required by the Museum.

22. In performing its functions Te Papa must:

- (a) have regard to the ethnic and cultural diversity of the people of New Zealand, and the contributions they have made and continue to make to New Zealand's cultural life and the fabric of New Zealand society;
- (b) endeavour to ensure both that the Museum expresses and recognises the mana and significance of Māori, European and other major traditions and cultural heritages and that the Museum provides the means for every such culture to contribute effectively to the Museum as a statement of New Zealand's identity; and
- (c) endeavour to ensure that the Museum is a source of pride for all New Zealanders.

**Core Values**

23. Te Papa is guided by the following core values:

- (a) Kaitiakitanga as guardian of the nations collections;
- (b) Manaakitanga in caring for our communities;
- (c) Mātauranga through seeking and sharing knowledge and learning;
- (d) Whanaungatanga in caring for each other; and
- (e) Hiranga in aspiring to excellence.

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**Strategic Direction**

24. Te Papa's vision for the future is e huri ngākau ana - changing hearts, e huri whakaaro ana - changing minds, and e huri oranga ana - changing lives. The Museum's role is to act as a forum for change in Aotearoa New Zealand. It is to help people form ideas about the world, through experiencing and sharing different perspectives, so that they can take action from an informed position.
25. At the heart of Te Papa's vision and long-term strategy are the philosophies of Mana Taonga, Museology and Learning.

**Mana Taonga**

26. Mana Taonga encapsulates the relationship between people, taonga and narratives. It enables Te Papa to design and disseminate models of collaboration and co-creation that shares authority and control with iwi, whilst recognizing, embracing and representing the changing demographics of Aotearoa New Zealand.

**Museology**

27. Te Papa works in collaboration with communities and individuals to deliver experiences that are current, fast moving, impactful, meaningful and relevant nationally and globally.

**Learning**

28. Te Papa encourages experimentation that allows us to try new ideas and generate new knowledge, upon which we reflect and adapt our beliefs and actions, change behaviours and enhance our performance.
29. The aim is that all experiences in Te Papa engage and inspire people, and help them to learn how they can have a positive impact on Aotearoa New Zealand and the world.
30. In developing the vision and long-term strategy, Te Papa recognises that it is operating in a dynamic and diverse country. All Te Papa's activities are informed by an awareness of the value and significance of Tangata Whenua and all other peoples who have made Aotearoa New Zealand home.
31. The strategic priorities outlined below present the greatest opportunity for effecting change. They also identify how Te Papa itself will develop and change in order to achieve its vision.

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***The Museum of New Zealand Te Papa Tongarewa strategic priorities***

Perspectives	Impact on the nation - strategic priorities		
<i>To reflect New Zealand's identities, past, present, and future, both nationally and internationally, Te Papa will prioritise the following.</i>	<p><b>Accessing all areas</b></p> <p>Te Papa will share its collections, skills and knowledge with the diverse communities across Aotearoa New Zealand and overseas.</p>	<p><b>Being a forum for the future</b></p> <p>As a cultural and intellectual leader, Te Papa will signpost pathways to the future by initiating, hosting and engaging in debates that explore a wide range of contemporary issues.</p>	<p><b>Housing the treasures</b></p> <p>Taonga (treasures), within the guardianship of Te Papa will be at the heart of the Museum's activities.</p>
<i>To preserve taonga (treasures), and nurture exploration, curiosity and debate, Te Papa will prioritise the following.</i>	<p><b>Saving the planet</b></p> <p>Te Papa will engage and excite by conducting leading edge research and by communicating and modelling environmentally responsible practices that are smart, accessible, and inspiring.</p>	<p><b>Connecting with people</b></p> <p>Te Papa will make learning an engaging and entertaining experience. Te Papa will set the highest possible standards for an integrated and welcoming experience.</p>	<p><b>Sharing authority</b></p> <p>Te Papa will share decision-making with iwi (tribes), communities, and individuals with respect to managing and understanding their taonga (treasures).</p>
Perspectives	Developing Te Papa - strategic priorities		
<i>To invest, learn and empower, Te Papa will prioritise the following.</i>	<p><b>Going digital</b></p> <p>Te Papa will use communication technologies to achieve its strategic priorities.</p>	<p><b>Keeping fit</b></p> <p>Te Papa will recognise that every experience is an opportunity for shared learning and that its future depends on the continuous development of its staff.</p>	<p><b>Staying in touch</b></p> <p>Te Papa will be aware that communication is two-way, and built on trust and transparency.</p>
<i>To be a successful business, Te Papa will prioritise the following.</i>	<p><b>Getting down to business</b></p> <p>Te Papa will be commercially successful, entrepreneurial by nature, and disciplined with its business processes.</p>	<p><b>Telling our story</b></p> <p>Te Papa will be a persuasive and inspiring advocate on its own behalf and that of the museum, gallery, and heritage sector.</p>	<p><b>Building sustainable leadership</b></p> <p>Te Papa will be proactive, flexible, and nimble in its systems, processes, and decision-making.</p>

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**5. ENCUMBRANCES**

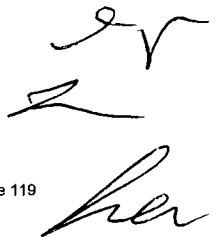
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*ep*  
*Z*  
*ku*

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5.1 TE PAKI STATION CONSERVATION COVENANT (SHOWN 'H', 'I' AND 'J' ON  
PLAN IN PART 4 OF THE ATTACHMENTS)

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Handwritten signatures in black ink, consisting of three distinct marks: a stylized 'J' or 'K' shape at the top, a horizontal line with a small hook at the bottom, and a larger, more complex signature at the bottom right.



**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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5.1: TE PAKI STATION CONSERVATION COVENANT  
(SHOWN 'H', 'I' AND 'J' ON PLAN IN PART 4 OF THE ATTACHMENTS)

**CONSERVATION COVENANT**

(Section 77 Reserves Act 1977)

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

**BETWEEN                      TE MANAWA O NGĀTI KURI TRUST (the Owner )**

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

**BACKGROUND**

- A. Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values (the Reserve Values are referred to as the Land's Values).
- B. Management of the Land's Values requires some restrictions on the Owner's use of the Land without the Minister's consent and the enabling of the Minister to undertake certain activities on the Land.
- C. The Owner is the registered proprietor of the Land described in Schedule 1 as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated ..... and implemented by the ..... Act .....
- D. The parties to the Deed of Settlement agree the Land's Values should be subject to a covenant under the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- E. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Land's Values.

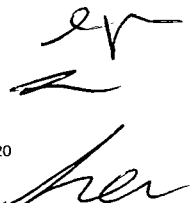
**OPERATIVE PARTS**

In accordance with section 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 the Minister agree as follows.

**1. INTERPRETATION**

1.1 In this Covenant unless the context otherwise requires:

- "Director-General" means the Director-General of Conservation.
- "Fence" includes a gate.
- "Land's Values " means the Reserve Values specified in Schedule 1.
- "Natural Water" includes water contained in streams the banks of which have, from time to time, been re-aligned.
- "Owner" means the person or persons who, from time to time, is or are



**NGĀTĪ KURI DEED OF SETTLEMENT  
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**5.1: TE PAKI STATION CONSERVATION COVENANT  
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registered as the proprietor(s) of the Land.

**"Reserve Values"** means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat or historic values, as specified in Schedule 1.

**"Working Days"** means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

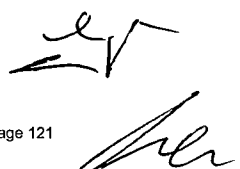
- 1.2 Any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.3 The agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.4 Where 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 Land's Values.

**3. IMPLEMENTATION OF THE OBJECTIVE**

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



**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**5.1: TE PAKI STATION CONSERVATION COVENANT  
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- 3.1.10 any other activity which might have an adverse effect on the Land's Values;
  - 3.1.11 any prospecting or mining for minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
  - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 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 and in so doing the Owner may undertake minor clearance of vegetation;
  - 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.

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

4.1 The Minister must:

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



**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**5.1: TE PAKI STATION CONSERVATION COVENANT  
(SHOWN 'H', 'I' AND 'J' ON PLAN IN PART 4 OF THE ATTACHMENTS)**

**5. JOINT OBLIGATIONS**

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

**6. DURATION OF COVENANT**

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

**7. OBLIGATIONS ON SALE OF LAND**

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

**8. CONSENTS**

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

**9. MISCELLANEOUS MATTERS**

**9.1 Trespass Act**

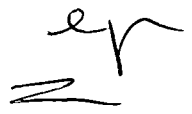
- 9.1.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 9.2.2 For avoidance of doubt these rights may be exercised by the Owner if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

**9.2 Registration**

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

**9.3 Acceptance of Covenant**

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



**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**5.1: TE PAKI STATION CONSERVATION COVENANT  
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**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 PROCESS**

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

**11.2 Mediation**

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

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

**11.3 Failure of Mediation**

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

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

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

**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**5.1: TE PAKI STATION CONSERVATION COVENANT  
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**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 or by electronic mail addressed to the receiving party at the address or facsimile number or electronic mail address set out in Schedule 2.
- 12.2 A notice given in accordance with clause 12.1 will be deemed to have been received in the case of:
- (a) personal delivery, on the date of delivery;
  - (b) pre-paid post, on the third working day after posting;
  - (c) facsimile, on the day on which it is dispatched or, if dispatched after 5:00pm, on the next day after the date of dispatch.
  - (d) electronic mail, on the date of successful delivery of the electronic mail.
- 12.3 The Owner must notify the Minister of any change of ownership or control of all or any part of the Land or change in the particulars in Schedule 2 and must supply the Minister with the name and address of the new owner or person in control.

**13. SPECIAL CONDITIONS**

- 13.1 Special conditions relating to this Covenant are set out in Schedule 3.
- 13.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

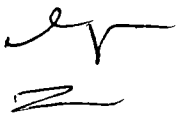
SIGNED by \_\_\_\_\_ )  
[ \_\_\_\_\_ ] )  
as Owner in the presence of: \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address



NGĀTĪ KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.1: TE PAKI STATION CONSERVATION COVENANT  
(SHOWN 'H', 'I' AND 'J' ON PLAN IN PART 4 OF THE ATTACHMENTS)

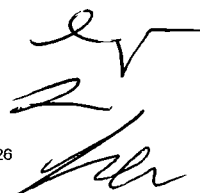
SIGNED by [ ] )  
and [ ] ) \_\_\_\_\_  
acting under a written delegation from the )  
Minister of Conservation and exercising )  
his/her powers under section 117 of the )  
Reserves Act 1977 as designated )  
Commissioner, in the presence of: ) \_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

  
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NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.1: TE PAKI STATION CONSERVATION COVENANT  
(SHOWN 'H', 'I' AND 'J' ON PLAN IN PART 4 OF THE ATTACHMENTS)

**SCHEDULE 1**

**Description of Land**

245 hectares, approximately, being Parts Section 41 S.O. 434210, as shown 'H', 'I', and 'J' on the plan of Te Paki Station in the Attachments to the Deed. Subject to survey.

**Context**

**Covenant Site H: Part Te Werahi Wetland**

Covenant Site H is part of the Te Werahi Wetland, the largest freshwater wetland in the Te Paki Ecological District and is one of the largest mineralised freshwater wetlands in Northland. Raupo reedland is dominant throughout most of the wetland however there are also areas of *Baumea* and *Eleocharis* sedgeland. Te Werahi Wetland supports many Nationally Threatened, At Risk and Regionally Significant plants and animals.

**Flora values**

*Mazus novaezeelandiae* subsp. *impolitus* f. *hirtus* (Nationally Critical), *Pomaderris phyllicifolia* (Nationally Endangered), *Utricularia australis* (Nationally Endangered), *Prasophyllum hectorii* (Relict), *Thelypteris confluens* (Declining), *Cyclosorus interruptus* (Declining), *Myriophyllum robustum* (Declining).

Regionally Significant species: *Azolla filiculoides*, *Epilobium pallidiflorum*, *Gastrodia sesamoides*, *Ranunculus urvilleanus* and *Sparganium subglobosum*.

**Fauna values**

Australasian bittern (Nationally Endangered), grey duck (Nationally Critical), North Island fernbird (Declining), pied stilt (Declining), New Zealand dabchick (Nationally Vulnerable), pied shag (Nationally Vulnerable), Black shag (Naturally Uncommon), little shag (Naturally Uncommon), Little black shag (Naturally Uncommon), New Zealand shoveler (Regionally Significant), grey teal (Regionally Significant), pukeko, white-faced heron, New Zealand kingfisher, black swan, paradise shelduck, mallard duck, kahu and spur-winged plover. Paradise duck moulting site. A Chestnut-breasted shelduck was recorded from this site in the 1990's.

**Reserve Values to be protected:**

Natural habitat values

The natural environment values as represented by the indigenous flora and fauna on the land Covenant Site H is part of an extensive and ecologically important nationally and regionally significant mineralised freshwater wetland supporting many Nationally Threatened, At Risk and Regionally Significant plants and animals. There are conservation/biodiversity values that are endemic to the area and in some cases the few remaining examples of certain ecosystem types.

Natural intrinsic values

Covenant Site H covers an extensive area and has very high natural, landscape and scenic values. The mineralised freshwater wetlands are a fundamental element of a larger landscape



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that represents a complex mix of open pastures, regenerating scrub and wetlands, creating expansive and natural uninterrupted vistas. The bush clad landscape of the station is very visible from State Highway 1 that bisects Te Paki Station. This site also incorporates significant spiritual, cultural and historical associations.

**Covenant Site I:**

**Context**

Covenant Site I is characterised by raupo swamp in valley floor: Several valley floors, including those running into the Parengarenga Harbour, contain raupo dominant swamps with *Juncus* sp. and kuta being locally common on the margins. Swamp millet, *Calystegia sepium*, and *Eleocharis sphacelata* also occur with occasional harakeke and tī kōuka and mamaku.

**Flora values**

*Ranunculus urvilleanus* (Regionally Significant)

**Fauna values**

North Island fernbird (Declining), North Island tomtit and grey-faced petrel (both regionally significant), Australian bittern (Nationally Endangered), grey teal (Regionally Significant), New Zealand scaup (Regionally Significant), kūkupa (regionally significant) and paradise shelduck. In addition, grey warbler, skylark and spur-winged plover have been recorded in the area.

**Fish and freshwater invertebrates**

Banded kōkopu (regionally significant), common bully, inanga, longfin eel (Declining), and kōura (Declining). Historic record of shortfin eel (1960).

**Reserve Values to be protected:**

Natural habitat values

Covenant Site I is characterised by an important mineralised freshwater wetland habitat of Regional Significance which supports several Nationally Threatened and Regionally Significant species.

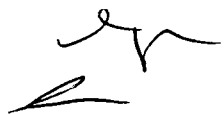

Natural intrinsic values

Covenant Site I is part of an extensive continuous indigenous natural area occurring alongside State Highway 1 to Cape Reinga. This area has high natural, landscape and scenic values. The area contains spiritual, cultural and historical associations.

**Covenant Site J:**

**Context**

Covenant Site J forms an important riparian margin providing habitat and refuge along the upper reaches of the Waitiki stream. The area is dominated by kānuka shrubland with occasional mānuka, tī kōuka and mamaku. The covenant also contains an area of planted pines and scattered eucalypt.

  
  
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**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**5.1: TE PAKI STATION CONSERVATION COVENANT  
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**Flora values**

The area contains kānuka shrubland with occasional mānuka, tī kōuka and mamaku. No Nationally Threatened, At Risk or Regionally Significant flora has been recorded to date from this area.

**Fauna values**

This covenant provides important natural corridors across farmland allowing native species to move freely between areas of natural vegetation. Australasian bittern (Nationally Endangered), North Island fernbird (Declining), North Island tomtit (regionally significant), grey teal (regionally significant), New Zealand scaup (Regionally Significant), kūkupa (Regionally Significant) and paradise shelduck have been recorded in this area and are likely to use the area at different times.

**Fish and freshwater invertebrates**

Banded kōkopu (regionally significant), common bully, inanga, longfin eel (Declining), and kōura (Declining). Historic record of shortfin eel (1960).

**Reserve Values to be protected:**

Natural habitat values

Covenant Site J forms an important indigenous riparian margin providing habitat and refuge along the upper reaches of the Waitiki stream. This ecosystem supports a wide range of indigenous species of flora and fauna, both rare and commonplace, are present in the area.

Natural intrinsic values

Covenant Site J is part of a very extensive continuous indigenous natural area that has very high natural, landscape and scenic values in addition to spiritual, cultural and historical associations.



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.1: TE PAKI STATION CONSERVATION COVENANT  
(SHOWN 'H', 'I' AND 'J' ON PLAN IN PART 4 OF THE ATTACHMENTS)

**SCHEDULE 2**

**Address for Service**

The address for service of the Owner is:

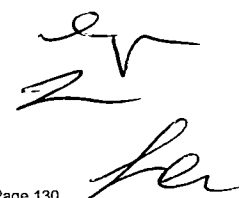
Te Manawa O Ngāti Kuri Trust  
5399 Main North Road  
Ngataki RD 4,  
Kaitaia 0484

Phone: (09) 409 8151  
Facsimile: (09) 409 8251

The address for service of the Minister is:

Northland District Office  
2 South End Avenue  
PO Box 842  
Whangarei 0140

Phone: (09) 470 3300  
Facsimile: (09) 470 3361

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.1: TE PAKI STATION CONSERVATION COVENANT  
(SHOWN 'H', 'I' AND 'J' ON PLAN IN PART 4 OF THE ATTACHMENTS)

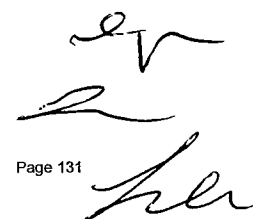
**SCHEDULE 3**

**Special Conditions**

It is acknowledged by the Minister and the Owner that the boundary between the Land and the adjoining land is not fully fenced and that clause 3.1.1 cannot be complied with as at the date of this Covenant. It is agreed that the Owner will fully fence Covenant Sites H, I and J over a period of 5 years from the Ngāti Kuri settlement date. At least 3 kilometres (or thereabouts) of fencing shall be completed in each year from settlement date.

It is also acknowledged that limited to those circumstances where there is no reasonable alternative stock water available a boundary fence may be built to allow stock to retain access to a marginal strip no more than 4 metres wide for the sole purpose of obtaining access to water. Such marginal strip shall be of no greater length than necessary and will only be accepted by the Minister as a temporary solution until such time as the Owner is able to install and reticulate an alternative stock water supply.

For the purposes of clause 3.1.4 a boundary fence between the Land and any adjoining land is not within the terms of that clause.



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.1: TE PAKI STATION CONSERVATION COVENANT  
(SHOWN 'H', 'I' AND 'J' ON PLAN IN PART 4 OF THE ATTACHMENTS)

**GRANT** of Certified correct for the purposes of  
the Land Transfer Act 1952

Solicitor for the Minister of  
Conservation

**CONSERVATION COVENANT**

Under section 77 of the  
Reserves Act 1977



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to

**MINISTER OF CONSERVATION**

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Legal Services  
Department of Conservation

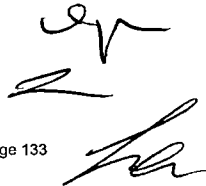
**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**5.2 TE PAKI STATION EASEMENT  
(SHOWN 'A' ON PLAN IN PART 4 OF THE ATTACHMENTS)**

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Handwritten signatures in black ink, consisting of several stylized, overlapping marks.

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.2: TE PAKI STATION EASEMENT (SHOWN 'A' ON PLAN IN PART 4 OF THE ATTACHMENTS)

Form 3

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

*Sections 90A and 90F, Land Transfer Act 1952*

Land registration district

North Auckland

BARCODE

Grantor

*Surname must be underlined*

[TRUSTEES OF TE MANAWA O NGĀTI KURI TRUST]

Grantee

*Surname must be underlined*

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the **MINISTER  
OF CONSERVATION**

Grant\* of easement or *profit à prendre* or creation or covenant

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

Dated this                      day of                      20

Attestation

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

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.2: TE PAKI STATION EASEMENT (SHOWN 'A' ON PLAN IN PART 4 OF THE ATTACHMENTS)

**Attestation**

<b>Signature [common seal] of Grantee</b>	<b>Signed in my presence by the Grantee</b>
	_____
	<i>Signature of witness</i>
	<i>Witness to complete in BLOCK letters (unless legibly printed)</i>
	<i>Witness name</i>
	<i>Occupation</i>
	<i>Address</i>

Certified correct for the purposes of the Land Transfer Act 1952

\_\_\_\_\_

[Solicitor for] the grantee





**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

5.2: TE PAKI STATION EASEMENT (SHOWN 'A' ON PLAN IN PART 4 OF THE ATTACHMENTS)

**Annexure  
Schedule 1**

**Schedule A**

*Continue in additional Annexure Schedule if required*

Purpose (nature and extent) of easement, <i>profit</i> or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey water and electricity	Marked 'A' on the plan of Te Paki Station in the Attachments to the Deed. Subject to Survey.	[Section x on SO xxxxxxxx].	[Section x on SO xxxxxxxx].

**Easements rights and powers (including terms, covenants and conditions)**

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

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

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

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.2: TE PAKI STATION EASEMENT (SHOWN 'A' ON PLAN IN PART 4 OF THE ATTACHMENTS)

**Annexure  
Schedule 2**

Easement instrument      Dated      Page 1 of 4 pages

**Operative Clause**

1. The Grantor transfers and grants to the Grantee in perpetuity the rights in this easement over the Servient Land on the terms, conditions, covenants and restrictions contained in this Easement.

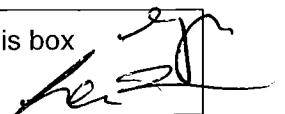
**Right to Convey Water**

2. Regulation 3 of the Land Transfer Regulations 2002 is negated and replaced with the following:
  - (a) A right to convey water includes the right for the Grantee in common with the Grantor to take and convey water in free and unimpeded flow from the source of supply or point of entry through the easement facility, including the pump shed, pump and bore and over the Servient Land to the dominant land.
  - (b) The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification or repair of the easement facility.
  - (c) The easement facility referred to in subclause (a) is the easement facility laid or to be laid on or along the stipulated course or stipulated area.
  - (d) The Grantor must not do and must not allow to be done anything on the servient land that may cause the purity or flow of water in the water supply system to be diminished or polluted.

**Right to Convey Electricity**

3. Regulation 7 of the Land Transfer Regulations 2002 is negated and replaced with the following:
  - (a) A right to convey electricity includes the right for the Grantee in common with the Grantor, at all times, to lead and convey electricity and electric impulses without interruption or impediment from the point of entry through the easement facility and over the Servient Land.
  - (b) The right to convey electricity without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.
  - (c) The easement facility referred to in subclause (a) is the easement facility laid or to be laid along the stipulated course or stipulated area.

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



**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.2: TE PAKI STATION EASEMENT (SHOWN 'A' ON PLAN IN PART 4 OF THE ATTACHMENTS)**

**Easement instrument**                      Dated    Page 2 of 4 pages

**Access**

4. Regulation 12 of the Land Transfer Regulations 2002 is negatived and replaced with the following: The Grantee shall have a right of access along such parts of the Servient Land with or without vehicles, plant and equipment for the purpose of allowing the Grantee to exercise any of the rights granted under this Easement, together with the right to upgrade or replace the easement facility 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 Servient Land and shall immediately reinstate the Servient 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 Servient Land and any improvements thereon (including destroying the surface thereof 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.

**Erection of Notice etc**

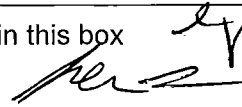
5. The Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Servient Land including without limitation the right to erect fences, barriers and signs and notices warning of any danger. The Grantee must obtain the Grantor's prior written consent before taking any such measures.

**Grantor's Consent**

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

**Application for Resource Consents**

7. The Grantee may from time to time to apply for any resource consents and any other statutory consents required for the purposes of the exercise of any of the Grantee's rights under this Easement in the same manner as if it were a registered proprietor of the Servient 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

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

**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.2: TE PAKI STATION EASEMENT (SHOWN 'A' ON PLAN IN PART 4 OF THE ATTACHMENTS)**

**Easement instrument**                      Dated    Page    3    of    4    pages

the Grantee, at the reasonable cost of the Grantee, a reasonable degree of cooperation. Where any relevant application would not result in the Grantee obtaining any additional rights or powers over and above those held by it pursuant to its existing resource consents or other statutory consents or the provisions of this Easement then the Grantor must not lodge any objection to such application.

**Equipment Property of Grantee**

8. The Equipment constructed or installed by the Grantee on the Servient 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 to the Grantee it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, remedy all or any of the damage and recover costs for this from the Grantee.

**Minimisation of Disruption**

9. Regulation 10(3) of the Land Transfer Regulations 2002 is negated and replaced with the following: The Grantee shall use all reasonable endeavours to cause as little disturbance and disruption to the carrying on of the enjoyment of the Servient Land by the Grantor although the Grantor accepts that this provision shall not prevent, restrict or hinder the Grantee from carrying out its public conservation (including recreation) business in a normal manner consistent with the rights granted to it in this Easement.

**No Fencing Required**

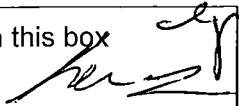
10. The Grantee shall not be required to fence any of the Easement Land unless it is required by law, a condition of a resource consent or as a condition required by the Grantor when granting any consent under this Easement where such a condition would be reasonable. If the Grantee is required to fence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

**Repair, Maintenance and Costs**

11. Regulation 11 of the Land Transfer Regulations 2002 is negated and replaced with the following: The Grantee is to repair and maintain the easement facility to a standard suitable for its activities. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party then the cost of such maintenance and repair shall be borne by the party that caused the damage.

**Surrender of Easement**

12. The Grantee may at any time to surrender at its own cost all of the interest granted to it pursuant to this Easement. 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.

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

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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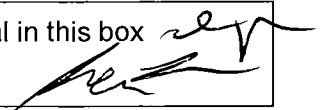
5.2: TE PAKI STATION EASEMENT (SHOWN 'A' ON PLAN IN PART 4 OF THE ATTACHMENTS)

Easement instrument                      Dated    Page 4 of 4 pages

**Dispute Resolution**

13. Regulation 14 of the Land Transfer Regulations 2002 is negatived and replaced with the following: Regulation 14 of the Land Transfer Regulations 2002 is negatived and replaced with the following:
- (a) If a dispute arises between the Grantor and Grantee concerning the rights created by this Easement the parties shall enter into negotiations in good faith to resolve the dispute.
  - (b) If the dispute cannot be resolved by the parties themselves then they shall explore whether the dispute can be resolved by use of an alternative dispute resolution technique.
  - (c) If the dispute is not resolved within one month of the date on which the parties begin their negotiations, the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties and, if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President of the New Zealand Law Society, however, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.


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



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**5.3 TE PAKI STATION EASEMENT  
(SHOWN 'B' AND 'C' ON PLAN IN PART 4 OF THE ATTACHMENTS)**

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Handwritten signatures in black ink, consisting of two distinct signatures, one above the other.

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.3: TE PAKI STATION EASEMENT (SHOWN 'B' AND 'C' ON PLAN IN PART 4 OF THE ATTACHMENTS)

Form 3

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

*Sections 90A and 90F, Land Transfer Act 1952*

Land registration district

North Auckland

BARCODE

Grantor

*Surname must be underlined*

[THE TRUSTEES TE MANAWA O NGĀTI KURI TRUST]

Grantee

*Surname must be underlined*

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the **MINISTER OF CONSERVATION**

**Grant\* of easement or *profit à prendre* or creation or covenant**

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

Dated this                      day of                      20

**Attestation**

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

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.3: TE PAKI STATION EASEMENT (SHOWN 'B' AND 'C' ON PLAN IN PART 4 OF THE ATTACHMENTS)

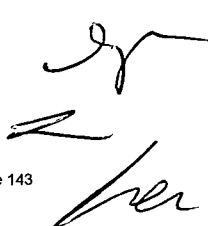
Attestation

Signature [common seal] of Grantee	<b>Signed in my presence by the Grantee</b>
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i>  <i>Witness name</i>  <i>Occupation</i>  <i>Address</i>

Certified correct for the purposes of the Land Transfer Act 1952

\_\_\_\_\_

[Solicitor for] the grantee





**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

5.3: TE PAKI STATION EASEMENT (SHOWN 'B' AND 'C' ON PLAN IN PART 4 OF THE ATTACHMENTS)

**Annexure  
Schedule 1**

**Schedule A**

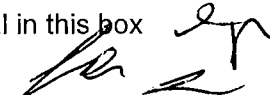
*Continue in additional Annexure Schedule if required*

Purpose (nature and extent) of easement, profit or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey water	Marked 'B' on the plan of Te Paki Station in the Attachments to the Deed. Subject to Survey.  Marked 'C' on the plan of Te Paki Station in the Attachments to the Deed. Subject to Survey.	[Section x on SO xxxxxxx].	[Section x on SO xxxxxxx].

**Easements rights and powers (including terms, covenants and conditions)**

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

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

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.3: TE PAKI STATION EASEMENT (SHOWN 'B' AND 'C' ON PLAN IN PART 4 OF THE ATTACHMENTS)

Annexure  
Schedule 2

Easement instrument      Dated      Page 1 of 4 pages

**Operative Clause**

1. The Grantor transfers and grants to the Grantee in perpetuity the rights in this easement over the Servient Land on the terms, conditions, covenants and restrictions contained in this Easement.

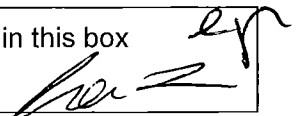
**Right to Convey Water**

2. Regulation 3 of the Land Transfer Regulations 2002 is negated and replaced with the following:
  - (a) A right to convey water includes the right for the Grantee in common with the Grantor to take and convey water in free and unimpeded flow from the source of supply or point of entry through the easement facility, including the pump shed, pump and bore and over the Servient Land to the dominant land.
  - (b) The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification or repair of the easement facility.
  - (c) The easement facility referred to in subclause (a) is the easement facility laid or to be laid on or along the stipulated course or stipulated area.
  - (d) The Grantor must not do and must not allow to be done anything on the servient land that may cause the purity or flow of water in the water supply system to be diminished or polluted.

**Access**

3. Regulation 12 of the Land Transfer Regulations 2002 is negated and replaced with the following: The Grantee has a right of access along such parts of the Servient Land with or without vehicles, plant and equipment for the purpose of allowing the Grantee to exercise any of the rights granted under this Easement, together with the right to upgrade or replace the easement facility 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 Servient Land and shall immediately reinstate the Servient 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

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



**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.3: TE PAKI STATION EASEMENT (SHOWN 'B' AND 'C' ON PLAN IN PART 4 OF THE ATTACHMENTS)**

**Easement instrument**                      Dated    Page 2 of 4 pages

- (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 Servient Land and any improvements thereon (including destroying the surface thereof 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.

**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 Servient 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 Easement such consent shall not be unreasonably withheld, delayed or granted upon unreasonable conditions.

**Application for Resource Consents**

6. The Grantee may from time to time to apply for any resource consents and any other statutory consents required for the purposes of the exercise of any of the Grantee's rights under this Easement in the same manner as if it were a registered proprietor of the Servient 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 result in the Grantee obtaining any additional rights or powers over and above those held by it pursuant to its existing resource consents or other statutory consents or the provisions of this Easement then the Grantor must not lodge any objection to such application.

**Equipment Property of Grantee**

7. The Equipment constructed or installed by the Grantee on the Servient 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 to the Grantee it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, remedy all or any of the damage and recover costs for this from the Grantee.

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

**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.3: TE PAKI STATION EASEMENT (SHOWN 'B' AND 'C' ON PLAN IN PART 4 OF THE ATTACHMENTS)**

**Easement instrument**                      Dated    Page 3 of 4 pages

**Minimisation of Disruption**

8. Regulation 10(3) of the Land Transfer Regulations 2002 is negated and replaced with the following: The Grantee shall use all reasonable endeavours to cause as little disturbance and disruption to the carrying on of the enjoyment of the Servient Land by the Grantor although the Grantor accepts that this provision shall not prevent, restrict or hinder the Grantee from carrying out its public conservation business in a normal manner consistent with the rights granted to it in this Easement.

**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 Easement where such a condition would be reasonable. If the Grantee is required to fence any of the Easement Land the Grantee shall first consult and agree with the Grantor as to the form, materials and location of such fencing and erect the fence at its cost.

**Repair, Maintenance and Costs**

10. Regulation 11 of the Land Transfer Regulations 2002 is negated and replaced with the following: The Grantee is to repair and maintain the easement facility to a standard suitable for its activities. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party then the cost of such maintenance and repair shall be borne by the party that caused the damage.

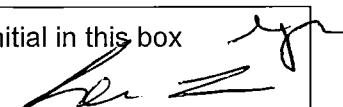
**Surrender of Easement**

11. The Grantee may at any time to surrender at its own cost all of the interest granted to it pursuant to this Easement. 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**

12. Regulation 14 of the Land Transfer Regulations 2002 is negated and replaced with the following:
- (a) If a dispute arises between the Grantor and Grantee concerning the rights created by this Easement the parties shall enter into negotiations in good faith to resolve the dispute.
  - (b) If the dispute cannot be resolved by the parties themselves then they shall explore whether the dispute can be resolved by use of an alternative dispute resolution technique.

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







NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.4 TE PAKI STATION EASEMENT  
(SHOWN 'D' AND 'E' ON PLAN IN PART 4 OF THE ATTACHMENTS) - TYPE A

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NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.4: TE PAKI STATION EASEMENT (SHOWN 'D' AND 'E' ON PLAN IN PART 4 OF THE ATTACHMENTS) - TYPE A

Form 3

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

*Sections 90A and 90F, Land Transfer Act 1952*

Land registration district

North Auckland

BARCODE

Grantor

*Surname must be underlined*

[THE TRUSTEES TE MANAWA O NGĀTI KURI TRUST]

Grantee

*Surname must be underlined*

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the **MINISTER OF CONSERVATION**

**Grant\* of easement or *profit à prendre* or creation or covenant**

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

Dated this                      day of                      20

**Attestation**

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

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.4: TE PAKI STATION EASEMENT (SHOWN 'D' AND 'E' ON PLAN IN PART 4 OF THE ATTACHMENTS) - TYPE A

**Attestation**

<b>Signature [common seal] of Grantee</b>	<b>Signed in my presence by the Grantee</b>
	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <b>Witness name</b> <b>Occupation</b> <b>Address</b>

Certified correct for the purposes of the Land Transfer Act 1952

--

[Solicitor for] the grantee





**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

5.4: TE PAKI STATION EASEMENT (SHOWN 'D' AND 'E' ON PLAN IN PART 4 OF THE ATTACHMENTS) - TYPE A

**Annexure  
Schedule 1**

**Schedule A**

*Continue in additional Annexure Schedule if required*

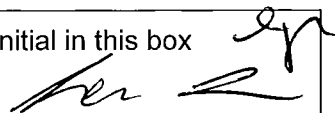
Purpose (nature and extent) of easement, profit or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	Marked 'D' on the plan of Te Paki Station in the Attachments to the Deed. Subject to Survey.  Marked 'E' on the plan of Te Paki Station in the Attachments to the Deed. Subject to Survey.	[Section x on SO xxxxxxx].	In Gross

**Easements rights and powers (including terms, covenants and conditions)**

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

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

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



**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

5.4: TE PAKI STATION EASEMENT (SHOWN 'D' AND 'E' ON PLAN IN PART 4 OF THE ATTACHMENTS) - TYPE A

**Annexure  
Schedule 2**

Easement instrument      Dated      Page 1 of 2 pages

**Operative Clause**

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

**Right of Way Easement Terms**

2. Regulation 6 of the Land Transfer Regulations 2002 is negated and replaced with the following: The Grantee together with its employees, tenants, agents, workmen, licensees, invitees, including members of the public have the full free right, liberty and licence from time to time and at all times by day and by night to pass and repass on foot over and along the Easement Facility.
3. Regulation 11 of the Land Transfer Regulations 2002 is negated and replaced with the following: The Grantee is to repair and maintain the easement facility to a standard suitable for its activities. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party then the cost of such maintenance and repair shall be borne by the party that caused the damage.
4. To the extent permitted by law the Grantor shall not be responsible to the Grantee or to any other person for any loss or damage sustained by the Grantee or by any such person using any part of the Servient Land at its own risk in all respects.

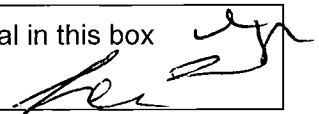
**Repair, Maintenance and Costs**

5. Refer to clauses 3 and 4 above.

**General Terms**

6. No power is implied for the Grantor to determine the Easement for breach of any provision in this Easement (whether express or implied) or for any other cause, it being the intention of the parties that the Easement shall subsist for all time or until it is duly surrendered by the Grantee.
7. The rights set out in Schedule 5 to the Property Law Act 2007 are excluded from this Easement.

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

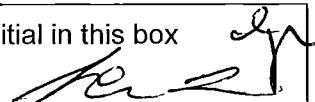
5.4: TE PAKI STATION EASEMENT (SHOWN 'D' AND 'E' ON PLAN IN PART 4 OF THE ATTACHMENTS) - TYPE A

Easement instrument      Dated      Page 2 of 2 pages

**Dispute Resolution**

8. Regulation 14 of the Land Transfer Regulations 2002 is negated and replaced with the following:
- (a) If a dispute arises between the Grantor and Grantee concerning the rights created by this Easement the parties shall enter into negotiations in good faith to resolve the dispute.
  - (b) If the dispute cannot be resolved by the parties themselves then they shall explore whether the dispute can be resolved by use of an alternative dispute resolution technique.
  - (c) If the dispute is not resolved within one month of the date on which the parties begin their negotiations, the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties and, if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President of the New Zealand Law Society, however, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.5 TE PAKI STATION EASEMENT  
(SHOWN 'D' AND 'E' ON PLAN IN PART 4 OF THE ATTACHMENTS) - TYPE B

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NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.5: TE PAKI STATION EASEMENT (SHOWN 'D' AND 'E' ON PLAN IN PART 4 OF THE ATTACHMENTS) - TYPE B

Form 3

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

*Sections 90A and 90F, Land Transfer Act 1952*

Land registration district

North Auckland

BARCODE

Grantor

*Surname must be underlined*

[THE TRUSTEES TE MANAWA O NGĀTI KURI TRUST]

Grantee

*Surname must be underlined*

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the MINISTER  
OF CONSERVATION

Grant\* of easement or *profit à prendre* or creation or covenant

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

Dated this                      day of                      20

Attestation

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

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.5: TE PAKI STATION EASEMENT (SHOWN 'D' AND 'E' ON PLAN IN PART 4 OF THE ATTACHMENTS) - TYPE B

Attestation

Signature [common seal] of Grantee	<b>Signed in my presence by the Grantee</b>
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <b>Witness name</b> <b>Occupation</b> <b>Address</b>

Certified correct for the purposes of the Land Transfer Act 1952

\_\_\_\_\_

[Solicitor for] the grantee



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.5: TE PAKI STATION EASEMENT (SHOWN 'D' AND 'E' ON PLAN IN PART 4 OF THE ATTACHMENTS) - TYPE B

**Annexure  
Schedule 1**

**Schedule A**

*Continue in additional Annexure Schedule if required*

Purpose (nature and extent) of easement, <i>profit</i> or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	Marked 'D' on the plan of Te Paki Station in the Attachments to the Deed. Subject to Survey.  Marked 'E' on the plan of Te Paki Station in the Attachments to the Deed. Subject to Survey.	[Section x on SO xxxxxxx].	In Gross

**Easements rights and powers (including terms, covenants and conditions)**

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

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

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

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.5: TE PAKI STATION EASEMENT (SHOWN 'D' AND 'E' ON PLAN IN PART 4 OF THE ATTACHMENTS) - TYPE B

**Annexure  
Schedule 2**

Easement instrument      Dated      Page 1 of 2 pages

**Operative Clause**

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

**Right of Way Easement Terms**

2. Regulation 6 of the Land Transfer Regulations 2002 is negated and replaced with the following: The Grantee together with the employees, tenants, agents, workmen, licensees and invitees (excluding the general public) of the Grantee have the full free right, liberty and licence from time to time and at all times by day and by night to pass and repass, with motorised or non-motorised vehicles, or on foot, over and along the Easement Facility.
3. Regulation 11 of the Land Transfer Regulations 2002 is negated and replaced with the following: The Grantee is to repair and maintain the easement facility to a standard suitable for its activities. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party then the cost of such maintenance and repair shall be borne by the party that caused the damage.
4. To the extent permitted by law the Grantor shall not be responsible to the Grantee or to any other person for any loss or damage sustained by the Grantee or by any such person using any part of the Servient Land at its own risk in all respects.

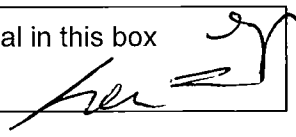
**Repair, Maintenance and Costs**

5. Refer to clauses 3 and 4 above.

**General Terms**

6. No power is implied for the Grantor to determine the Easement for breach of any provision in this Easement (whether express or implied) or for any other cause, it being the intention of the parties that the Easement shall subsist for all time or until it is duly surrendered.
7. The rights set out in Schedule 5 to the Property Law Act 2007 are excluded from this Easement.

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





NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

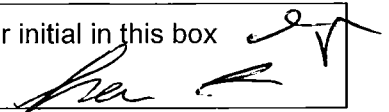
5.5: TE PAKI STATION EASEMENT (SHOWN 'D' AND 'E' ON PLAN IN PART 4 OF THE ATTACHMENTS) - TYPE B

Easement instrument      Dated      Page 2 of 2 pages

**Dispute Resolution**

8. Regulation 14 of the Land Transfer Regulations 2002 is negated and replaced with the following:
- (a) If any dispute arises between the Grantor and Grantee concerning the rights created by this Easement the parties shall enter into negotiations in good faith to resolve their dispute.
  - (b) If the dispute cannot be resolved by the parties themselves then they shall explore whether the dispute can be resolved by use of an alternative dispute resolution technique.
  - (c) If the dispute is not resolved within one month of the date on which the parties begin their negotiations, the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties and, if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President of the New Zealand Law Society.

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

Handwritten signatures and initials in black ink, including a cursive signature and several initials.

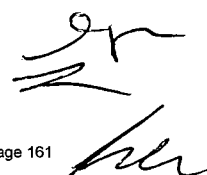
NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.6 TE PAKI STATION EASEMENT  
(SHOWN 'F' ON PLAN IN PART 4 OF THE ATTACHMENTS)

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Handwritten signature in black ink, consisting of stylized cursive letters.

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.6: TE PAKI STATION EASEMENT (SHOWN 'F' ON PLAN IN PART 4 OF THE ATTACHMENTS)

Form 3

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

*Sections 90A and 90F, Land Transfer Act 1952*

Land registration district

North Auckland

BARCODE

Grantor

*Surname must be underlined*

**HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the **MINISTER OF CONSERVATION**

Grantee

*Surname must be underlined*

**[THE TRUSTEES TE MANAWA O NGĀTI KURI TRUST]**

**Grant\* of easement or *profit à prendre* or creation or covenant**

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

Dated this                      day of                      20

**Attestation**

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

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.6: TE PAKI STATION EASEMENT (SHOWN 'F' ON PLAN IN PART 4 OF THE ATTACHMENTS)

**Attestation**

<b>Signature [common seal] of Grantee</b>	<b>Signed in my presence by the Grantee</b>
	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>

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

--

[Solicitor for] the grantee



**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

5.6: TE PAKI STATION EASEMENT (SHOWN 'F' ON PLAN IN PART 4 OF THE ATTACHMENTS)

**Annexure  
Schedule 1**

**Schedule A**

*Continue in additional Annexure Schedule if required*

Purpose (nature and extent) of easement, <i>profit</i> or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	Marked 'F' on the plan of Te Paki Station in the Attachments to the Deed. Subject to Survey.	[Section x on SO xxxxxxx].	[Section x on SO xxxxxxx].

**Easements rights and powers (including terms, covenants and conditions)**

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

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

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

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.6: TE PAKI STATION EASEMENT (SHOWN 'F' ON PLAN IN PART 4 OF THE ATTACHMENTS)

**Annexure  
Schedule 2**

Easement instrument      Dated      Page 1 of 2 pages

**Operative Clause**

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

**Right of Way Easement Terms**

2. Regulation 6 of the Land Transfer Regulations 2002 is negated and replaced with the following: The Grantee together with its employees, tenants, agents, workmen, licensees and invitees the full free right, liberty and licence from time to time and at all times by day and by night to pass and repass, with motorised, or non-motorised vehicle, on foot, and with or without farm animals over and along the Easement Facility.
3. Regulation 11 of the Land Transfer Regulations 2002 is negated and replaced with the following: The Grantee is to repair and maintain the easement facility to a standard suitable for its activities. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party then the cost of such maintenance and repair shall be borne by the party that caused the damage.
4. To the extent permitted by law the Grantor shall not be responsible to the Grantee or to any other person for any loss or damage sustained by the Grantee or by any such person using any part of the Servient Land at its own risk in all respects.

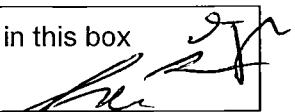
**General Terms**

5. No power is implied for the Grantor to determine the Easement for breach of any provision in this Easement (whether express or implied) or for any other cause, it being the intention of the parties that the Easement shall subsist for all time or until it is duly surrendered.
6. The rights set out in Schedule 5 to the Property Law Act 2007 are excluded from this Easement.

**Repair, Maintenance and Costs**

7. Refer to clauses 3 and 4 above.

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

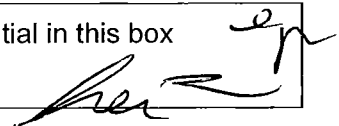
5.6: TE PAKI STATION EASEMENT (SHOWN 'F' ON PLAN IN PART 4 OF THE ATTACHMENTS)

Easement instrument      Dated      Page 2 of 2 pages

**Dispute Resolution**

8. Regulation 14 of the Land Transfer Regulations 2002 is negated and replaced with the following:
- (a) If a dispute arises between the Grantor and Grantee concerning the rights created by this Easement the parties shall enter into negotiations in good faith to resolve the dispute.
  - (b) If the dispute cannot be resolved by the parties themselves then they shall explore whether the dispute can be resolved by use of an alternative dispute resolution technique.
  - (c) If the dispute is not resolved within one month of the date on which the parties begin their negotiations, the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties and, if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President of the New Zealand Law Society, however, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

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

Handwritten signatures and initials in a box. The box contains several cursive signatures and initials, including what appears to be 'en' at the top right and 'her' at the bottom left.


NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.7 TE PAKI STATION EASEMENT  
(SHOWN 'G' ON PLAN IN PART 4 OF THE ATTACHMENTS)

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Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.7: TE PAKI STATION EASEMENT (SHOWN 'G' ON PLAN IN PART 4 OF THE ATTACHMENTS)

Form 3

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

*Sections 90A and 90F, Land Transfer Act 1952*

Land registration district

North Auckland

BARCODE

Grantor

*Surname must be underlined*

**HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the **MINISTER OF CONSERVATION**

Grantee

*Surname must be underlined*

**[THE TRUSTEES TE MANAWA O NGĀTI KURI TRUST]**

**Grant\* of easement or *profit à prendre* or creation or covenant**

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

Dated this                      day of                      20

**Attestation**

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

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.7: TE PAKI STATION EASEMENT (SHOWN 'G' ON PLAN IN PART 4 OF THE ATTACHMENTS)

**Attestation**

<b>Signature [common seal] of Grantee</b>	<b>Signed in my presence by the Grantee</b>
	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>

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

--

[Solicitor for] the grantee


**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

5.7: TE PAKI STATION EASEMENT (SHOWN 'G' ON PLAN IN PART 4 OF THE ATTACHMENTS)

**Annexure  
Schedule 1**

**Schedule A**

*Continue in additional Annexure Schedule if required*

Purpose (nature and extent) of easement, <i>profit</i> or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to Convey Water	Marked 'G' on the plan of Te Paki Station in the Attachments to the Deed. Subject to Survey.	[Section x on SO xxxxxxx].	[Section x on SO xxxxxxx].

**Easements rights and powers (including terms, covenants and conditions)**

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

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

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

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.7: TE PAKI STATION EASEMENT (SHOWN 'G' ON PLAN IN PART 4 OF THE ATTACHMENTS)

Annexure  
Schedule 2

Easement instrument Dated Page 1 of 3 pages

**Operative Clause**

1. The Grantor transfers and grants to the Grantee in perpetuity the rights in this easement over the Servient Land on the terms, conditions, covenants and restrictions contained in this Easement.

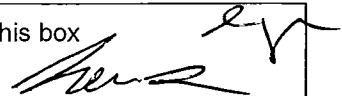
**Right to Convey Water**

2. Regulation 3 of the Land Transfer Regulations 2002 is negated and replaced with the following:
  - (a) A right to convey water includes the right for the Grantee in common with the Grantor to take and convey water in free and unimpeded flow from the source of supply or point of entry through the easement facility and over the Servient Land to the Dominant Land.
  - (b) The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
  - (c) The easement facility referred to in subclause (2(a)) is the easement facility laid or to be laid on or along the stipulated course or stipulated area.
  - (d) The Grantor must not do and must not allow to be done anything on the Servient Land that may cause the purity or flow of water in the water supply system to be diminished or polluted.

**Access**

3. Regulation 12 of the Land Transfer Regulations 2002 is negated and replaced with the following: The Grantee has a right of access along such parts of the Servient Land with or without vehicles, plant and equipment for the purpose of allowing the Grantee to exercise any of the rights granted under this Easement, together with the right to upgrade or replace the easement facility 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 Servient Land and shall immediately reinstate the Servient 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 Servient Land and any improvements thereon (including destroying the surface thereof 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.

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



**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.7: TE PAKI STATION EASEMENT (SHOWN 'G' ON PLAN IN PART 4 OF THE ATTACHMENTS)**

Easement instrument                      Dated    Page    2    of    3    pages

**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 Servient 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 Easement such consent shall not be unreasonably withheld, delayed or granted upon unreasonable conditions.

**Application for Resource Consents**

6.        The Grantee may from time to time apply for any resource consents and any other statutory consents required for the purposes of the exercise of any of the Grantee's rights under this Easement, in the same manner as if it were a registered proprietor of the Servient 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 result in the Grantee obtaining any additional rights or powers over and above those held by it pursuant to its existing resource consents or other statutory consents or the provisions of this Easement, then the Grantor must not lodge any objection to such application.

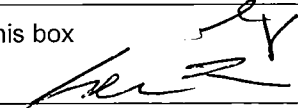
**Equipment Property of Grantee**

7.        The new Equipment constructed or installed by the Grantee on the Servient 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 to the Grantee it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, remedy all or any of the damage and recover costs for this from the Grantee.

**Minimisation of Disruption**

8.        Regulation 10(3) of the Land Transfer Regulations 2002 is negated and replaced with the following: The Grantee shall use all reasonable endeavours to cause as little disturbance and disruption to the carrying on of the enjoyment of the Servient Land by the Grantor.

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.7: TE PAKI STATION EASEMENT (SHOWN 'G' ON PLAN IN PART 4 OF THE ATTACHMENTS)

Easement instrument                  Dated    Page    3    of    3    pages

**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 Easement where such a condition would be reasonable. If the Grantee is required to fence any of the Easement Land the Grantee shall first consult and agree with the Grantor as to the form, materials and location of such fencing and erect the fence at its cost.

**Repair, Maintenance and Costs**

10.    Regulation 11 of the Land Transfer Regulations 2002 is negated and replaced with the following: The Grantee is to repair and maintain the easement facility to a standard suitable for its activities. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party then the cost of such maintenance and repair shall be borne by the party that caused the damage.

**Surrender of Easement**

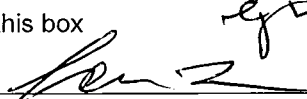
11.    The Grantee shall be entitled at any time to surrender at its own cost all of the interest granted to it pursuant to this Easement. The Grantor shall execute any easement instrument to surrender easement (or similar document) in a form acceptable to the Grantor upon request by the Grantee.

**Dispute Resolution**

12.    Regulation 14 of the Land Transfer Regulations 2002 is negated and replaced with the following:

- (a)    If a dispute arises between the Grantor and Grantee concerning the rights created by this Easement the parties shall enter into negotiations in good faith to resolve the dispute.
- (b)    If the dispute cannot be resolved by the parties themselves then they shall explore whether the dispute can be resolved by use of an alternative dispute resolution technique.
- (c)    If the dispute is not resolved within one month of the date on which the parties begin their negotiations, the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties and, if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President of the New Zealand Law Society, however, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

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



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5.8 WAIROA PĀ CONSERVATION COVENANT

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NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.8: WAIROA PĀ CONSERVATION COVENANT

CONSERVATION COVENANT

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

THIS DEED of COVENANT is made this            day of

BETWEEN            TE MANAWA O NGĀTI KURI TRUST (the Owner)

AND            MINISTER OF CONSERVATION (the Minister)

BACKGROUND

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

OPERATIVE PARTS

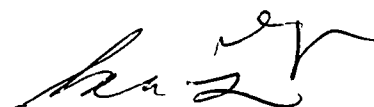
In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

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

"Conservation Values" means the conservation values specified in Schedule 1.





NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.8: WAIROA PĀ CONSERVATION COVENANT

"Covenant"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"Director-General"	means the Director-General of Conservation.
"Fence"	includes a gate.
"Fire Authority"	means a fire authority as defined in the Forest and Rural Fires Act 1977.
"Land"	means the land described in Schedule 1.
"Minerals"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"Reserve Values"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat or historic values as specified in Schedule 1.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

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



**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**5.8: WAIROA PĀ CONSERVATION COVENANT**

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

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

**2 OBJECTIVES OF THE COVENANT**

2.1 The Land must be managed:

2.1.1 for Conservation Purposes;

2.1.2 so as to preserve the Reserves Values;

2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

**3 IMPLEMENTATION OF OBJECTIVE**

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

3.1.1 grazing of the Land by livestock;

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

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

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

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

3.1.6 any cultivation, earth works or other soil disturbances;

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

3.1.8 the damming, diverting or taking of Natural Water;

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

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

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

3.1.12 the erection of utility transmission lines across the Land.



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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**5.8: WAIROA PĀ CONSERVATION COVENANT**

- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
  - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
  - 3.2.3 keep the Land free from exotic tree species;
  - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
  - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;
  - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
  - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.
- 4 PUBLIC ACCESS**
- 4.1 The Owner must, subject to this Covenant, permit public walking access for non-commercial purposes to the Land.
- 5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS**
- 5.1 The Minister must:
- 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.
  - 5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of

**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**5.8: WAIROA PĀ CONSERVATION COVENANT**

the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

**5.2 The Minister may:**

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

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

**6 JOINT OBLIGATIONS**

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

**7 DURATION OF COVENANT**

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

**8 OBLIGATIONS ON SALE OF LAND**

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

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

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

**9 CONSENTS**

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

**10 MISCELLANEOUS MATTERS**

**10.1 Rights**

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



**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**5.8: WAIROA PĀ CONSERVATION COVENANT**

**10.2 Trespass Act**

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

**10.3 Reserves Act**

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

**10.4 Registration**

- 10.4.1 This Covenant must be signed by both parties and registered against the computer freehold register for the Land.

**10.5 Acceptance of Covenant**

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

**10.6 Fire**

- 10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;
- 10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:
- (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;
- 10.6.3 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).

**11 DEFAULT**

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

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

**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**5.8: WAIROA PĀ CONSERVATION COVENANT**

- 11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.
- 11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:
- 11.2.1 advise the defaulting party of the default;
- 11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
- 11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

**12 DISPUTE RESOLUTION PROCESSES**

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

**12.2 Mediation**

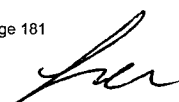
- 12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;
- 12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

**12.3 Failure of Mediation**

- 12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.
- 12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.
- 12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

**13 NOTICES**

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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**5.8: WAIROA PĀ CONSERVATION COVENANT**

- 13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:
- 13.2.1 in the case of personal delivery, on the date of delivery;
  - 13.2.2 in the case of pre-paid post, on the third working day after posting;
  - 13.2.3 in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5:00pm, on the next day after the date of dispatch.
- 13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

**14 SPECIAL CONDITIONS**

- 14.1 Special conditions relating to this Covenant are set out in Schedule 3.
- 14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

**SIGNED** by

[ \_\_\_\_\_ ]  
as Owner in the presence of:

\_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.8: WAIROA PĀ CONSERVATION COVENANT

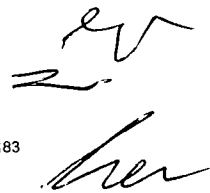
SIGNED by )  
[ ] )  
and [ ] )  
acting under a written delegation from the Minister )  
of Conservation and exercising his/her powers )  
under section 117 of the Reserves Act 1977 as )  
designated Commissioner, in the presence of: )

Signature of Witness

Witness Name

Occupation

Address





5.8: WAIROA PĀ CONSERVATION COVENANT

**SCHEDULE 1**

**Description of Land:**

2.0 hectares approximately being Part Mokaikai Block.  
Subject to survey.

**Context:**

Te Paki Ecological District (includes Mokaikai Scenic Reserve, Te Paki Recreation Reserve and North Cape Scientific Reserve) is a "hotspot" for biodiversity and contains a high diversity of flora and fauna species. Many of the species (flora and fauna) are critically endangered and vulnerable. There are high numbers of rare or threatened species as well as rare ecosystem types. At present, nationally threatened taxa include 98 plants, 23 birds, 63 landsnails, 6 beetles, one weta, one moth, one slug, one earthworm, one spider, two freshwater invertebrates, 7 lizards and two fish. There are also a further 82 regionally significant taxa, which are considered rare or threatened in Northland (including 69 plants, 10 birds, two reptiles and two fish).

Of particular significance are the 101 indigenous landsnail taxa known to inhabit the Te Paki Ecological District (ED), including 39 locally endemic taxa. There are 20 locally endemic plant taxa, of which 17 are highly localised to the Surville Cliffs serpentinite formation at North Cape Scientific Reserve and at least four lizards which are endemic to the Te Paki ED that includes Mokaikai.

Mokaikai Scenic Reserve has numerous archaeological sites located within the Reserve. The surrounding area also contains many archaeological sites. Mokaikai and the surrounding areas provide an important early historical record of human interaction in the Far North and New Zealand.

Mokaikai Scenic Reserve itself contains high biodiversity that is critically endangered including 25 plants, 6 birds, 31 invertebrates, 2 lizards and 1 fish.

**Conservation Values to be protected:**

Natural values represented by the flora and fauna associated with the site.

The scenic values represented by the coastal escarpment and coastal landscape of the site and surrounding land.

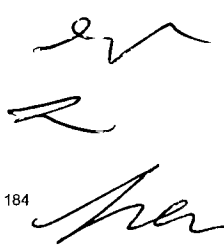
The historic values represented by the historical and archaeological sites associated with the land.

**Reserve Values to be protected:**

Natural values represented by the flora and fauna associated with the site.

The scenic values represented by the coastal escarpment and coastal landscape of the site and surrounding land.

The historic values represented by the historical and archaeological sites associated with the land.



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.8: WAIROA PĀ CONSERVATION COVENANT

**SCHEDULE 2**

**Address for Service**

The address for service of the Owner is:

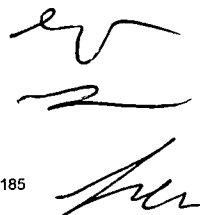
Te Manawa O Ngāti Kuri Trust  
5399 Main North Road  
Ngataki RD4  
Kaitaia 0484

Phone: (09) 409 8151  
Facsimile: (09) 409 8251

The address for service of the Minister is:

Northland District Office  
2 South End Avenue,  
PO Box 842  
Whangarei 0140

Phone: (09) 470 3300  
Facsimile: (09) 470 3361

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.8: WAIROA PĀ CONSERVATION COVENANT

**SCHEDULE 3**

**Special Conditions**

Public access by walking only.

A handwritten signature in black ink, appearing to be 'R. J. [unclear]' or similar, located in the bottom right corner of the page.

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.8: WAIROA PĀ CONSERVATION COVENANT

GRANT of

Certified correct for the purposes of  
the Land Transfer Act 1952

Solicitor for the Minister of  
Conservation

CONSERVATION COVENANT

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

---

to

MINISTER OF CONSERVATION

---

Legal Services  
Department of Conservation



---

5.9 WHAREKAWA PĀ CONSERVATION COVENANT

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Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.9: WHAREKAWA PĀ CONSERVATION COVENANT

CONSERVATION COVENANT

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

THIS DEED of COVENANT is made this            day of

BETWEEN            TE MANAWA O NGĀTI KURI TRUST (the Owner)

AND                    MINISTER OF CONSERVATION (the Minister)

BACKGROUND

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

OPERATIVE PARTS

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

1 INTERPRETATION

1.1 In this Covenant, unless the context otherwise requires:

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

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NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.9: WHAREKAWA PĀ CONSERVATION COVENANT

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

1.2 For avoidance of doubt:

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NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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**5.9: WHAREKAWA PĀ CONSERVATION COVENANT**

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

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

**2 OBJECTIVES OF THE COVENANT**

2.1 The Land must be managed:

2.1.1 for Conservation Purposes;

2.1.2 so as to preserve the Reserves Values;

2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

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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;

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

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

3.1.12 the erection of utility transmission lines across the Land.





**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**5.9: WHAREKAWA PĀ CONSERVATION COVENANT**

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

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**5.9: WHAREKAWA PĀ CONSERVATION COVENANT**

the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

**5.2 The Minister may:**

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

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**6 JOINT OBLIGATIONS**

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

**7 DURATION OF COVENANTS**

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

**8 OBLIGATIONS ON SALE OF LAND**

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

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

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

**9 CONSENTS**

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

**10 MISCELLANEOUS MATTERS**

**10.1 Rights**

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



**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

---

**5.9: WHAREKAWA PĀ CONSERVATION COVENANT**

**10.2 Trespass Act**

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

**10.3 Reserves Act**

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

**10.4 Registration**

- 10.4.1 This Covenant must be signed by both parties and registered against the computer freehold register for the Land.

**10.5 Acceptance of Covenant**

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

**10.6 Fire**

- 10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;
- 10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:
  - (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;
- 10.6.3 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).

**11 DEFAULT**

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

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

**5.9: WHAREKAWA PĀ CONSERVATION COVENANT**

- 11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.
- 11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:
- 11.2.1 advise the defaulting party of the default;
- 11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
- 11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

**12 DISPUTE RESOLUTION PROCESSES**

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

**12.2 Mediation**

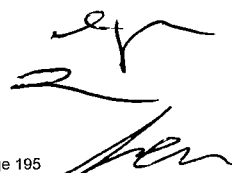
- 12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;
- 12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

**12.3 Failure of Mediation**

- 12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.
- 12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.
- 12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

**13 NOTICES**

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



**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**5.9: WHAREKAWA PĀ CONSERVATION COVENANT**

- 13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of pre-paid post, on the third working day after posting;
  - (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5:00pm, on the next day after the date of dispatch.

**14 SPECIAL CONDITIONS**

- 14.1 Special conditions relating to this Covenant are set out in Schedule 3.
- 14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

**SIGNED** by

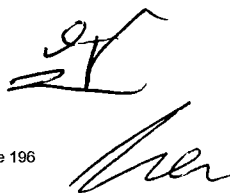
[ \_\_\_\_\_ ]  
as Owner in the presence of: \_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

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NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.9: WHAREKAWA PĀ 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



5.9: WHAREKAWA PĀ CONSERVATION COVENANT

SCHEDULE 1

**Description of Land:**

2.0 hectares approximately, being Part Mokaikai Block.  
Subject to survey.

**Context:**

Te Paki Ecological District (includes Mokaikai Scenic Reserve, Te Paki Recreation Reserve and North Cape Scientific Reserve) is a "hotspot" for biodiversity and contains a high diversity of flora and fauna species. Many of the species (flora and fauna) are critically endangered and vulnerable. There are high numbers of rare or threatened species as well as rare ecosystem types. At present, nationally threatened taxa include 98 plants, 23 birds, 63 landsnails, 6 beetles, one weta, one moth, one slug, one earthworm, one spider, two freshwater invertebrates, 7 lizards and two fish. There are also a further 82 regionally significant taxa, which are considered rare or threatened in Northland (including 69 plants, 10 birds, two reptiles and two fish).

Of particular significance are the 101 indigenous landsnail taxa known to inhabit the Te Paki Ecological District (ED), including 39 locally endemic taxa. There are 20 locally endemic plant taxa, of which 17 are highly localised to the Surville Cliffs serpentinite formation at North Cape Scientific Reserve and at least four lizards which are endemic to the Te Paki ED that includes Mokaikai.

Mokaikai Scenic Reserve has numerous archaeological sites located within the Reserve. The surrounding area also contains many archaeological sites. Mokaikai and the surrounding areas provide an important early historical record of human interaction in the Far North and New Zealand.

Mokaikai Scenic Reserve itself contains high biodiversity that is critically endangered including 25 plants, 6 birds, 31 invertebrates, 2 lizards and 1 fish.

**Conservation Values to be protected:**

Natural values represented by the flora and fauna associated with the site.

The scenic values represented by the coastal escarpment and coastal landscape of the site and surrounding land.

The historic values represented by the historical and archaeological sites associated with the land.

**Reserve Values to be protected:**

Natural values represented by the flora and fauna associated with the site.

The scenic values represented by the coastal escarpment and coastal landscape of the site and surrounding land.

The historic values represented by the historical and archaeological sites associated with the land.



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.9: WHAREKAWA PĀ CONSERVATION COVENANT

**SCHEDULE 2**

**Address for Service**

The address for service of the Owner is:

Te Manawa O Ngāti Kuri Trust

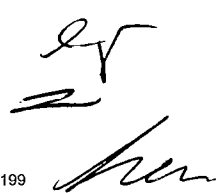
5399 Main North Road  
Ngataki RD 4  
Kaitaia 0484

Phone: (09) 409 8151  
Facsimile: (09) 409 8251

The address for service of the Minister is:

Northland District Office  
2 South End Avenue  
PO Box 842  
Whangarei 0140

Phone: (09) 470 3300  
Facsimile: (09) 470 3361

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.9: WHAREKAWA PĀ CONSERVATION COVENANT

**SCHEDULE 3**

**Special Conditions**

Public access by walking only.



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.9: WHAREKAWA PĀ CONSERVATION COVENANT

**GRANT** of

Certified correct for the purposes of  
the Land Transfer Act 1952

Solicitor for the Minister of  
Conservation

**CONSERVATION COVENANT**

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

---

to

**MINISTER OF CONSERVATION**

---

Legal Services  
Department of Conservation

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5.10 MOKAIKAI PĀ CONSERVATION COVENANT

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NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.10: MOKAIKAI PĀ CONSERVATION COVENANT

CONSERVATION COVENANT

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

THIS DEED of COVENANT is made this                      day of

BETWEEN                      TE MANAWA O NGĀTI KURI TRUST (the Owner)

AND                              MINISTER OF CONSERVATION (the Minister)

BACKGROUND

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

OPERATIVE PARTS

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

1 INTERPRETATION

1.1 In this Covenant, unless the context otherwise requires:

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

"Conservation Values" means the conservation values specified in Schedule 1.



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.10: MOKAIKAI PĀ CONSERVATION COVENANT

"Covenant"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"Director-General"	means the Director-General of Conservation.
"Fence"	includes a gate.
"Fire Authority"	means a fire authority as defined in the Forest and Rural Fires Act 1977.
"Land"	means the land described in Schedule 1.
"Minerals"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"Reserve Values"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

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

**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**5.10: MOKAIKAI PĀ CONSERVATION COVENANT**

- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

**2 OBJECTIVES OF THE COVENANT**

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

**3 IMPLEMENTATION OF OBJECTIVE**

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

**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**5.10: MOKAIKAI PĀ CONSERVATION COVENANT**

- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
  - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
  - 3.2.3 keep the Land free from exotic tree species;
  - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
  - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;
  - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
  - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.
- 4 PUBLIC ACCESS**
- 4.1 The Owner must, subject to this Covenant, permit public walking access for non commercial purposes to the Land.
- 5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS**
- 5.1 The Minister must:
- 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant;
  - 5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of

**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**5.10: MOKAIKAI PĀ CONSERVATION COVENANT**

the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

**5.2** The Minister may:

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

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

**6** **JOINT OBLIGATIONS**

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

**7** **DURATION OF COVENANT**

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

**8** **OBLIGATIONS ON SALE OF LAND**

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

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

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

**9** **CONSENTS**

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

**10** **MISCELLANEOUS MATTERS**

**10.1** **Rights**

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



5.10: MOKAIKAI PĀ CONSERVATION COVENANT

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

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- 10.4.1 This Covenant must be signed by both parties and registered against the computer freehold register for the Land.

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- 10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;
- 10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:
- (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;
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11 **DEFAULT**

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

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

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**5.10: MOKAIKAI PĀ CONSERVATION COVENANT**

- 11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.
- 11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:
- 11.2.1 advise the defaulting party of the default;
- 11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
- 11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

**12 DISPUTE RESOLUTION PROCESSES**

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

**12.2 Mediation**

- 12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;
- 12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

**12.3 Failure of Mediation**

- 12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.
- 12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.
- 12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

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



**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**5.10: MOKAIKAI PĀ CONSERVATION COVENANT**

- 13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of pre-paid post, on the third working day after posting;
  - (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5:00pm, on the next day after the date of dispatch.
- 13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

**14 SPECIAL CONDITIONS**

- 14.1 Special conditions relating to this Covenant are set out in Schedule 3.
- 14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

**SIGNED by**

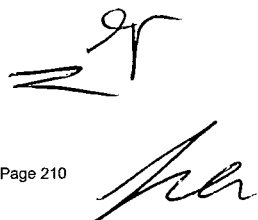
[ \_\_\_\_\_ ]  
as Owner in the presence of: \_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address



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NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.10: MOKAIKAI PĀ CONSERVATION COVENANT

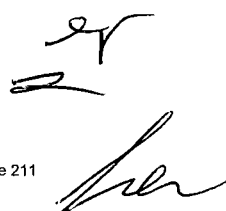
SIGNED by )  
[ ] )  
and [ ] )  
acting under a written delegation from the Minister )  
of Conservation and exercising his/her powers )  
under section 117 of the Reserves Act 1977 as )  
designated Commissioner, in the presence of: )

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

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5.10: MOKAIKAI PĀ CONSERVATION COVENANT

**SCHEDULE 1**

**Description of Land:**

6 hectares approximately, being Part Mokaikai Block.

Subject to survey.

**Context:**

Te Paki Ecological District (includes Mokaikai Scenic Reserve, Te Paki Recreation Reserve and North Cape Scientific Reserve) is a "hotspot" for biodiversity and contains a high diversity of flora and fauna species. Many of the species (flora and fauna) are critically endangered and vulnerable. There are high numbers of rare or threatened species as well as rare ecosystem types. At present, nationally threatened taxa include 98 plants, 23 birds, 63 landsnails, 6 beetles, one weta, one moth, one slug, one earthworm, one spider, two freshwater invertebrates, 7 lizards and two fish. There are also a further 82 regionally significant taxa, which are considered rare or threatened in Northland (including 69 plants, 10 birds, two reptiles and two fish).

Of particular significance are the 101 indigenous landsnail taxa known to inhabit the Te Paki Ecological District (ED), including 39 locally endemic taxa. There are 20 locally endemic plant taxa, of which 17 are highly localised to the Surville Cliffs serpentinite formation at North Cape Scientific Reserve and at least four lizards which are endemic to the Te Paki ED that includes Mokaikai.

Mokaikai Scenic Reserve itself contains high biodiversity that is critically endangered including 25 plants, 6 birds, 31 invertebrates, 2 lizards and 1 fish.

Mokaikai Scenic Reserve has numerous archaeological sites located within the Reserve. The surrounding area also contains many archaeological sites. Mokaikai and the surrounding areas provide an important early historical record of human interaction in the Far North and New Zealand.

**Conservation Values to be protected**

Natural values represented by the flora and fauna associated with the site.

The scenic values represented by the coastal escarpment and coastal landscape of the site and surrounding land.

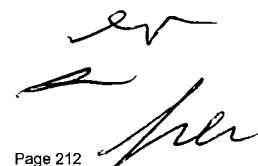
The historic values represented by the historical and archaeological sites associated with the land.

**Reserve Values to be protected**

Natural values represented by the flora and fauna associated with the site.

The scenic values represented by the coastal escarpment and coastal landscape of the site and surrounding land.

The historic values represented by the historical and archaeological sites associated with the land.



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NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.10: MOKAIKAI PĀ CONSERVATION COVENANT

**SCHEDULE 2**

**Address for Service**

The address for service of the Owner is:

**Te Manawa O Ngāti Kuri Trust**

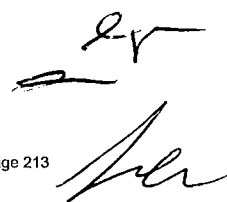
5399 Main North Road  
Ngataki RD 4  
Kaitaia 0484

Phone: (09) 409 8151  
Facsimile: (09) 409 8251

The address for service of the Minister is:

Northland District Office  
2 South End Avenue  
PO Box 842  
Whangarei 0140

Phone: (09) 470 3300  
Facsimile: (09) 470 3361

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NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

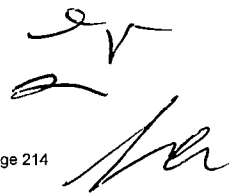
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5.10: MOKAIKAI PĀ CONSERVATION COVENANT

**SCHEDULE 3**

**Special Conditions**

Public access by walking only.

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NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.10: MOKAIKAI PĀ CONSERVATION COVENANT

**GRANT** of

Certified correct for the purposes of  
the Land Transfer Act 1952

Solicitor for the Minister of  
Conservation

**CONSERVATION COVENANT**

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

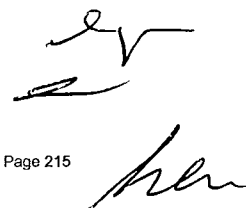
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to

**MINISTER OF CONSERVATION**

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Legal Services  
Department of Conservation

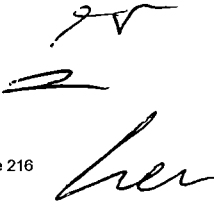
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5.11 BED OF LAKE NGĀKEKETO CONSERVATION COVENANT

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NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.11: BED OF LAKE NGĀKEKETO CONSERVATION COVENANT

CONSERVATION COVENANT

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

THIS DEED of COVENANT is made this            day of

BETWEEN            TE MANAWA O NGĀTI KURI TRUST (the Owner)

AND            MINISTER OF CONSERVATION (the Minister)

BACKGROUND

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

OPERATIVE PARTS

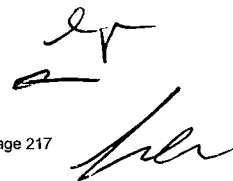
In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

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

"Conservation Values" means the conservation values specified in Schedule 1.



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

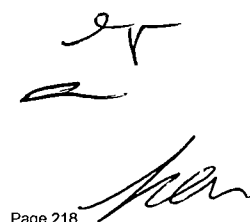
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5.11: BED OF LAKE NGĀKEKETO CONSERVATION COVENANT

"Covenant"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"Director-General"	means the Director-General of Conservation.
"Fence"	includes a gate.
"Fire Authority"	means a fire authority as defined in the Forest and Rural Fires Act 1977.
"Land"	means the land described in Schedule 1.
"Minerals"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"Reserve Values"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For the 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.

  
Page 218

**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**5.11: BED OF LAKE NGĀKEKETO CONSERVATION COVENANT**

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

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

**2 OBJECTIVES OF THE COVENANT**

2.1 The Land must be managed:

2.1.1 for Conservation Purposes;

2.1.2 so as to preserve the Reserves Values;

2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

**3 IMPLEMENTATION OF OBJECTIVE**

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

3.1.1 grazing of the Land by livestock;

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

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

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

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

3.1.6 any cultivation, earth works or other soil disturbances;

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

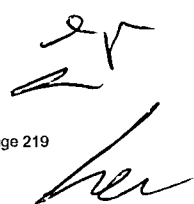
3.1.8 the damming, diverting or taking of Natural Water;

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

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

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

3.1.12 the erection of utility transmission lines across the Land.



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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**5.11: BED OF LAKE NGĀKEKETO CONSERVATION COVENANT**

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

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

3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;

3.2.3 keep the Land free from exotic tree species;

3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;

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

3.3 The Owner acknowledges that:

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

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

**4 PUBLIC ACCESS**



4.1 The Owner must, subject to this Covenant, permit public walking access for non commercial purposes to the Land.

**5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS**

5.1 The Minister must:

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

5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of

**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**5.11: BED OF LAKE NGĀKEKETO CONSERVATION COVENANT**

the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

5.2 The Minister may:

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

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

**6 JOINT OBLIGATIONS**

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

**7 DURATION OF COVENANT**

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

**8 OBLIGATIONS ON SALE OF LAND**

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

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

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

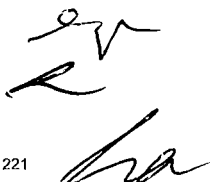
**9 CONSENTS**

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

**10 MISCELLANEOUS MATTERS**

**10.1 Rights**

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

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5.11: BED OF LAKE NGĀKEKETO CONSERVATION COVENANT

10.2 **Trespass Act**

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

10.3 **Reserves Act**

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

10.4 **Registration**

- 10.4.1 This Covenant must be signed by both parties and registered against the computer freehold register for the Land.

10.5 **Acceptance of Covenant**

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

10.6 **Fire**

- 10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;
- 10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:
- (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;
- 10.6.3 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).

11 **DEFAULT**

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

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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**5.11: BED OF LAKE NGĀKEKETO CONSERVATION COVENANT**

- 11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.
- 11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:
- 11.2.1 advise the defaulting party of the default;
- 11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
- 11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

**12 DISPUTE RESOLUTION PROCESSES**

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

**12.2 Mediation**

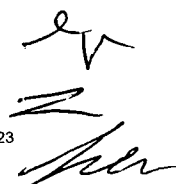
- 12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;
- 12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

**12.3 Failure of Mediation**

- 12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.
- 12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.
- 12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

**13 NOTICES**

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





**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**5.11: BED OF LAKE NGĀKEKETO CONSERVATION COVENANT**

- 13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
  - (b) in the case of pre-paid post, on the third working day after posting;
  - (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5:00pm, on the next day after the date of dispatch.
- 13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.
- 14 SPECIAL CONDITIONS**
- 14.1 Special conditions relating to this Covenant are set out in Schedule 3.
- 14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

**SIGNED** by

[ \_\_\_\_\_ ]  
as Owner in the presence of: \_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.11: BED OF LAKE NGĀKEKETO 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

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5.11: BED OF LAKE NGĀKEKETO CONSERVATION COVENANT

**SCHEDULE 1**

**Description of Land:**

9 hectares (lakebed) approximately, being Part Allotment 13, Parish of Muriwhenua.  
Subject to Survey.

**Context:**

Lake Ngākeketo is one of the northernmost dunelakes in New Zealand and is a deep dune lake. Dunelakes are a rare wetland type in Northland and throughout New Zealand providing important habitat for a number plants and animals.

Lake Ngākeketo has a narrow, intermittent fringe of raupo (*Typha orientalis*), *Baumea articulata* and kuta (*Schoenoplectus tabermontani*) and occasional *Eleocharis sphacelata* and harakeke (*Phormium tenax*). The invasive aquatic weed hornwort (*Ceratophyllum demersum*) dominates the submerged vegetation in the lake.

There are no threatened plant or fish records for Lake Ngākeketo.

**Conservation Values to be protected:**

Natural habitat values associated with dune lakes and dune wetland.

Several threatened wetland birds have been recorded including Australasian bittern (Nationally Endangered), North Island fernbird (Sparse), black shag (Sparse) with past records of New Zealand dabchick (Sparse).

**Reserve Values to be protected:**

Natural values represented by the flora and fauna associated with the site as above and rarity of dune lakes systems in northland.

The scenic values represented by the dune lake and sandunes landscape of the site and surrounding land.

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.11: BED OF LAKE NGĀKEKETO CONSERVATION COVENANT

SCHEDULE 2

Address for Service

The address for service of the Owner is:

**Te Manawa O Ngāti Kuri Trust**

5399 Main North Road  
Ngataki RD 4  
Kaitaia 0484

Phone: (09) 409 8151  
Facsimile: (09) 409 8251

The address for service of the Minister is:

Northland District Office  
2 South End Avenue  
PO Box 842  
Whangarei 0140

Phone: (09) 470 3300  
Facsimile: (09) 470 3361



5.11: BED OF LAKE NGĀKEKETO CONSERVATION COVENANT

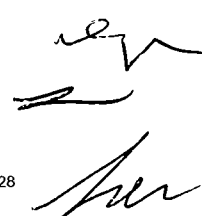
**SCHEDULE 3**

**Special Conditions**

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

The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.

The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.

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NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.11: BED OF LAKE NGĀKEKETO CONSERVATION COVENANT

**GRANT** of

Certified correct for the purposes of  
the Land Transfer Act 1952

Solicitor for the Minister of  
Conservation

**CONSERVATION COVENANT**

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

---

to

**MINISTER OF CONSERVATION**

---

Legal Services  
Department of Conservation



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5.12 KAPOWAIKUA RIGHT OF WAY EASEMENT IN GROSS

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NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.12: KAPOWAIKURIA RIGHT OF WAY EASEMENT IN GROSS

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

North Auckland

BARCODE

Grantor

Surname must be underlined

[THE TRUSTEES TE MANAWA O NGĀTI KURI TRUST]

Grantee

Surname must be underlined

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the MINISTER  
OF CONSERVATION

Grant\* of easement or *profit à prendre* or creation or covenant

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

Dated this                      day of                      20

See annexure schedule

Signed in my presence by the Grantor

\_\_\_\_\_  
Signature [common seal]  
of Grantor

\_\_\_\_\_  
Signature of witness  
Witness to complete in BLOCK letters (unless legibly printed)  
Witness name  
Occupation  
Address

See annexure schedule

Signed in my presence by the Grantee

\_\_\_\_\_  
Signature [common seal]  
of Grantee

\_\_\_\_\_  
Signature of witness  
Witness to complete in BLOCK letters (unless legibly printed)  
Witness name  
Occupation  
Address

Certified correct for the purposes of the Land Transfer Act 1952

\_\_\_\_\_  
[Solicitor for] the grantee



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.12: KAPOWAIKURIA RIGHT OF WAY EASEMENT IN GROSS

Annexure  
Schedule 1

Schedule A

*Continue in additional Annexure Schedule if required*

Purpose (nature and extent) of easement, profit or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	Coloured red and marked 'A', 'B' and 'C' on deed plan OTS-088-23 (5m wide) Subject to Survey.  [note for the document to be registered need to insert the legal description after the survey is completed]  The Easement Area	[need to add in Parcel appellation and CT reference following the survey]         The Grantor's Land [to insert]	In gross

**Easements rights and powers (including terms, covenants and conditions)**

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

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

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




NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.12: KAPOWAIKUA RIGHT OF WAY EASEMENT IN GROSS

Annexure  
Schedule 2

Easement instrument Dated Page 1 of 5 pages

**Background**

- A. The Grantor is the registered proprietor of that land contained in computer freehold register [ ] which is held for Recreation purposes under the Reserves Act 1977.
- B. The parties acknowledge and agree the Grantee maintains public access, the tracks and roading on the Servient Land associated with the Kapowairua/Spirits Bay.
- C. The Grantor has agreed to grant to the Grantee a right of way over the Servient Land on the terms and conditions set out in this Easement.
- D. The parties have entered into this Easement to record the arrangements between them.

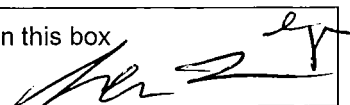
**Right of Way**

- 1. The Grantor grants to the Grantee the right of way over that part of the Servient Land described as [to be surveyed - 5 metres wide over area marked A,B and C on [ ]] ("the Easement Land").

**Right of Way Easement Terms and Conditions**

- 2. The Grantee has the full, free, uninterrupted and unrestricted right, liberty and privilege to pass and re-pass from time to time and at all times, on foot, or with or without Vehicles over and along the Easement Land subject to the following conditions:
  - (a) 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 take all reasonable precautions to guard against danger on the Servient Land and, notwithstanding clause 3, 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 any rights under this Easement;
  - (b) the Grantee shall at its cost, repair any roads, tracks, fences, gates, or other structures on the Servient Land which are damaged by the Grantee;
  - (c) the Grantee may install and replace any roading equipment or structures (including signage) necessary to exercise its rights under this Easement and shall repair and maintain such roading equipment and structures at its cost in all things, so as to keep them in good order, condition and repair and to prevent them from becoming a danger or nuisance;

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.12: KAPOWAIKURUA RIGHT OF WAY EASEMENT IN GROSS

Annexure  
Schedule 2

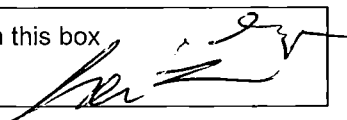
Easement instrument      Dated      Page 2 of 5 pages

- (d) 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 [and to erect, renew and maintain gates together with all necessary fittings and fixtures across any road or track on the Easement Land. The Grantee must obtain the Grantor's prior written consent before taking any such measures;] and
- (e) the Grantee will not light any fire on the Easement Land.

**Repair and Maintenance**

- 3. The Grantee shall at its cost repair and maintain the right of way over the Easement Land to a standard suitable for its activities **PROVIDED THAT** if any repair or maintenance is required as a result of any act, omission or neglect of the Grantor then the Grantor shall pay the cost of such repair or maintenance.
- 4. When carrying out any repairs, maintenance or improvements to roading under clause 3, the Grantee shall not:
  - (a) widen the road; or
  - (b) alter the location of the road; or
  - (c) change the nature of the surface of the road; or
  - (d) park or store equipment or material on the Servient Land,without the Grantor's prior written approval, such approval not to be unreasonably withheld or delayed.
- 5. If the Grantor or the Grantee wish to upgrade the right of way for the convenience of its servants, agents and lawful visitors then it shall first obtain the approval in writing from the other party and then proceed to carry out such works and future repair and maintenance of those works at its own cost **PROVIDED THAT** if any such repair or maintenance is required as a result of any act, omission or neglect of one party that party shall pay the cost of such repair or maintenance.
- 6. The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement.

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.12: KAPOWAIKURU RIGHT OF WAY EASEMENT IN GROSS

Annexure  
Schedule 2

Easement instrument      Dated      Page 3 of 5 pages

**Roading and Equipment Property of Grantee**

7. The roading and any equipment or structure constructed or installed on the Easement Land by the Grantee 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 (6) months after the date when written notice of such damage is provided to the Grantee by the Grantor, it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one (1) month's written notice of its intention to do so, remedy all or any of the damage and recover the cost for this from the Grantee.

**Dispute Resolution**

8. (a) In the event of any dispute arising between the parties in respect of or in connection with this Easement, the parties shall, without prejudice to any other right or entitlement they may have under this Easement 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, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

**No Power to Terminate**

9. There is no implied power in this Easement for the Grantor to terminate the easement rights due to the Grantee breaching any term of this Easement for any other reason, it being the intention of the parties that the easement rights will continue forever unless surrendered.

**Access**

10. The Grantee acknowledges that despite the terms of this Easement for so long as the Servient Land remains subject to the Reserves Act 1977, members of the public have (in accordance with the Reserves Act 1977) full and unencumbered access to pass and re-pass at all times on foot across and along the Easement Land.

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.12: KAPOWAIKURIA RIGHT OF WAY EASEMENT IN GROSS

Annexure  
Schedule 2

Easement instrument      Dated      Page 4 of 5 pages

**Definitions and Interpretation**

1.1 **Definitions:** In this Easement, unless the context otherwise requires:

"**Easement**" means this easement;

"**Easement Land**" means that part of the Servient Land over which the right of way under this Easement is granted marked A,B and C on SO Plan [      ];

"**Grantee**" means Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation and includes the servants, tenants, agents, workmen, licensees and invitees (which includes the general public) of the Grantee;

"**Grantor**" means the [the trustees from time to time of Te Manawa O Ngāti Kuri Trust] and includes any licensee, lessee, its employees, contractors, invitees, successors or assigns; and

"**Servient Land**" means all the land in [computer freehold register [      ]].

"**tracks**" means all pavings, paths and established routes on the Servient Land and includes all materials which form part of such routes.

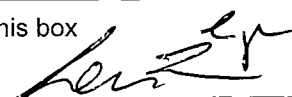
"**Roading**" means all pavings, paths and established routes on the Servient Land and includes all materials which form part of such routes.

"**Vehicles**" means road construction vehicles, four wheel drive vehicles, quad bikes or other similar motorbikes required by the Grantee to carry plant, materials and equipment onto the Easement Land for the purposes of exercising its rights under this Easement].

11.2 **Interpretation:** In the interpretation of this Easement, unless the context otherwise requires:

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

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.12: KAPOWAIKURIA RIGHT OF WAY EASEMENT IN GROSS

Annexure  
Schedule 2

Easement instrument Dated Page 5 of 5 pages

Continuation of Attestation.

SIGNED as a Deed on [date]

SIGNED by  
[insert trustee names of]  
Te Manawa O Ngāti Kuri Trust as  
Grantor in the presence of:

) *Ervaeme Nho*  
)  
)  
)  
)  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

SIGNED by )  
Her Majesty the Queen in right of )  
New Zealand acting by and through )  
the Minister of Conservation as )  
Grantee in the presence of: )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Address

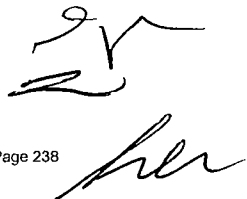
\_\_\_\_\_  
Occupation

*[Handwritten signature]*

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5.13 TE RERENGA WAIRUA RIGHT OF WAY EASEMENT IN GROSS  
(MARITIME NZ)

---

A handwritten signature in black ink, consisting of stylized, cursive letters, located in the bottom right corner of the page.

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.13: TE RERENGA WAIRUA RIGHT OF WAY EASEMENT IN GROSS (MARITIME NZ)

Form 3  
Easement instrument to grant easement or *profit à prendre*,  
or create land covenant

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Northland

BARCODE

Grantor

Surname must be underlined

[TRUSTEES OF TE MANAWA O NGĀTI KURI TRUST]

Grantee

Surname must be underlined

MARITIME NEW ZEALAND

Grant\* of easement or *profit à prendre* or creation or covenant

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

Dated this

day of

20

Attestation

See annexure schedule

Signed in my presence by the Grantor

\_\_\_\_\_  
Signature [common seal]  
of Grantor

\_\_\_\_\_  
Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

See annexure schedule

Signed in my presence by the Grantee

\_\_\_\_\_  
Signature [common seal]  
of Grantee

\_\_\_\_\_  
Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

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

\_\_\_\_\_  
[Solicitor for] the Grantee



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.13: TE RERENGA WAIRUA RIGHT OF WAY EASEMENT IN GROSS (MARITIME NZ)

Annexure  
Schedule 1

Schedule A

Continue in additional Annexure Schedule if required

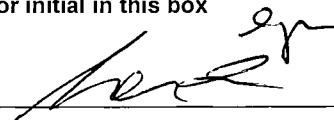
Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient Land (Identifier/CT)	Dominant Land (Identifier/CT or in gross)
Right of Way	Area marked ['A'] and ['C'] on SO [458481].	[to insert]	In gross

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

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

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

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.13: TE RERENGA WAIRUA RIGHT OF WAY EASEMENT IN GROSS (MARITIME NZ)

**Annexure  
Schedule 2**

Easement instrument      Dated      Page 1 of 5 pages

**Background**

- A. The Grantor is the registered proprietor of that land contained in computer freehold register [ ] which is held for historic purposes under the Reserves Act 1977.
- B. The parties acknowledge and agree the Grantee owns and operates the navigation facility known as Cape Reinga Lighthouse, located on the Servient Land.
- C. The Grantor has agreed to grant to the Grantee a right of way easement over the Servient Land to access that facility, on the terms and conditions set out in this Instrument.
- D. The parties have entered into this Instrument to record the arrangements between them.

**Right of Way**

- 1. In consideration for the payment of \$1.00 (receipt of which is acknowledged), the Grantor grants to the Grantee a right of way over that part of the Servient Land marked ['A'] and ['C'] on SO [458481] ("the Easement Land").

**Right of Way Easement Terms and Conditions**

- 2. The Grantee also has the non-exclusive right to enter onto the Easement Land as is reasonable, on foot or with or without Vehicles, plant and equipment at anytime subject to the following terms and conditions:
  - (a) in exercising its rights under this Instrument the Grantee shall cause as little damage or disturbance as possible to the Servient Land and will complete all works on the Easement Land promptly and in a proper workmanlike manner;
  - (b) the Grantee will ensure at all times, in the exercise of its rights as set out in this Instrument, that it will not obstruct or hamper the Grantor in its normal or reasonable use of the Servient Land;
  - (c) the Grantee shall be fully responsible for the costs associated with the repair to the Easement Land for any damage caused by the Grantee;
  - (d) the Grantee shall have the right from time to time to temporarily park Vehicles and store equipment and materials on that part of the Easement Land marked ['C'] on SO [458481];
  - (e) the Grantee shall have the right to trim vegetation from time to time on or around the Easement Land to ensure the navigation facility is at no time obstructed; and

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.13: TE RERENGA WAIRUA RIGHT OF WAY EASEMENT IN GROSS (MARITIME NZ)

Annexure  
Schedule 2

Easement instrument      Dated      Page 2 of 5 pages

- (f) the Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Instrument.

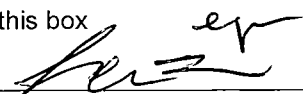
**Grantor not to interfere with Grantee's Rights**

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

**Default**

4. If either party fails (**Defaulting Party**) to perform or join with the other party (**Other Party**) in performing any obligation under this Instrument, the following provisions will apply:
- (a) the Other Party may serve a written notice on the Defaulting Party (**Default Notice**) specifying the default and requiring the Defaulting Party to perform or to join in performing the obligation and stating that, after the expiry of one month from service of the Default Notice, the other party may perform the obligation;
  - (b) if after the expiry of one month from service of the Default Notice, the Defaulting Party has not performed or joined in performing the obligation, the Other Party may:
    - (i) perform the obligation; and
    - (ii) for that purpose enter on to the Servient Land;
  - (c) the Defaulting Party must pay to the other party the costs of:
    - (i) the Default Notice; and
    - (ii) the Other Party in performing the obligation of the Defaulting Party, within one month of receiving written notice of the Other Party's costs; and
  - (d) the Other Party may recover any money payable under clause 4(c) from the Defaulting Party as a liquidated debt.

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.13: TE RERENGA WAIRUA RIGHT OF WAY EASEMENT IN GROSS (MARITIME NZ)

Annexure  
Schedule 2

Easement instrument Dated Page 3 of 5 pages

**Dispute Resolution**

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

**Notices**

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

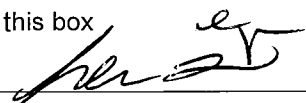
**No Power to Terminate**

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

**Access**

9. The Grantee acknowledges that despite the terms of this Instrument, for so long as the Servient Land remains subject to the Reserves Act 1977, the Grantor and members of the public have (in accordance with the Reserves Act 1977) full and unencumbered access to pass and re-pass at all times on foot across and along the Easement Land.
10. The parties agree that except for the consideration set out in clause 1, no other fee shall be payable by the Grantee for the exercise of any of its rights under this Instrument.

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.13: TE RERENGA WAIRUA RIGHT OF WAY EASEMENT IN GROSS (MARITIME NZ)

Annexure  
Schedule 2

Easement instrument      Dated      Page 4 of 5 pages

**Definitions and Interpretation**

11. In this Instrument unless the context otherwise requires:

"**Easement Land**" means that part of the Servient Land over which the right of way under this Instrument is granted [to be surveyed - nominally [6] metres wide] over areas marked ['A'] and ['C'] on SO [458481].

"**Grantee**" means Maritime New Zealand and where the context permits includes any licensee, lessee, its employees, contractors, invitees, successors or assigns.

"**Grantor**" means **Te Manawa O Ngāti Kuri Trust** and includes any other owners from time to time of the Servient Land.

"**Instrument**" means this instrument.

"**navigation facility**" means that navigation facility known as Cape Reinga Lighthouse.

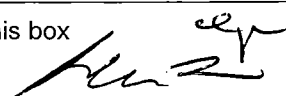
"**Servient Land**" means the land described in Schedule A of this Instrument.

"**Vehicles**" means quadbikes or other similar light vehicles required by the Grantee to carry plant and equipment onto the Easement Land for the purposes of exercising its rights under this Instrument.

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

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

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.13: TE RERENGA WAIRUA RIGHT OF WAY EASEMENT IN GROSS (MARITIME NZ)

Annexure  
Schedule 2

Easement instrument      Dated

Page 5 of 5 pages

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

**SIGNED** by [insert trustee names of]  
**Te Manawa O Ngāti Kuri Trust**  
as Grantor in the presence of

) *Evadne Neho*  
) *[Signature]*  
) \_\_\_\_\_

Signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

**SIGNED** by for and on behalf of  
**MARITIME NEW ZEALAND**  
as Grantee in the presence of:

)  
)

\_\_\_\_\_  
Signature

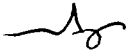
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Witness signature

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

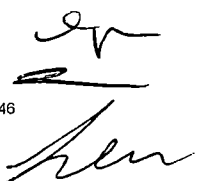
*25*  
*[Signature]*



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5.14 TE RERENGA WAIRUA RIGHT OF WAY EASEMENT IN GROSS  
(MINISTER OF CONSERVATION)

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NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.14: TE RERENGA WAIRUA RIGHT OF WAY EASEMENT IN GROSS  
(MINISTER OF CONSERVATION)

**Form 3**  
**Easement instrument to grant easement or *profit à prendre*,  
or create land covenant**

Sections 90A and 90F, Land Transfer Act 1952

Land registration district North Auckland	BARCODE
--	---------

Grantor *Surname must be underlined*  
[THE TRUSTEES TE MANAWA O NGĀTI KURI TRUST]

Grantee *Surname must be underlined*  
HER MAJESTY THE QUEEN in Right of New Zealand acting by and through the Minister of Conservation

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

Dated this                    day of                    20

Attestation See annexure schedule          Signature [common seal] of Grantor	Signed in my presence by the Grantor  _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>
--	--

See annexure schedule          Signature [common seal] of Grantee	Signed in my presence by the Grantee  _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>
---	--

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

\_\_\_\_\_

[Solicitor for] the Grantee





NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.14: TE RERENGA WAIRUA RIGHT OF WAY EASEMENT IN GROSS  
(MINISTER OF CONSERVATION)

**Annexure  
Schedule 1**

**Schedule A**

*Continue in additional Annexure Schedule if required*

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	Areas marked ['A' and ['C'] on SO [458481].	[to insert]	In gross

**Easements rights and powers (including terms, covenants, and conditions)**

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

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

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.14: TE RERENGA WAIRUA RIGHT OF WAY EASEMENT IN GROSS  
(MINISTER OF CONSERVATION)

Annexure  
Schedule 2

Easement instrument Dated Page 1 of 5 pages

**Background**

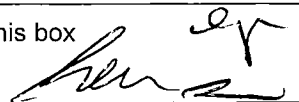
- A. The Grantor is the registered proprietor of that land contained in computer freehold register [ ] which is held for historic purposes under the Reserves Act 1977.
- B. The parties acknowledge and agree the Grantee maintains public access, signage and the tracks on the Servient Land associated with the Cape Reinga Lighthouse and Te Rerenga Wairua Historic Reserve.
- C. The Grantor has agreed to grant to the Grantee a right of way over the Servient Land on the terms and conditions set out in this Easement.
- D. The parties have entered into this Easement to record the arrangements between them.

**Right of Way**

- 1. The Grantor grants to the Grantee the right of way over that part of the Servient Land described as [to be surveyed [ ] metres wide over areas marked ['A'] and ['C'] on SO Plan 458481] ("the Easement Land").

**Right of Way Easement Terms and Conditions**

- 2. The Grantee shall have the full, free, uninterrupted and unrestricted right, liberty and privilege to pass and re-pass from time to time and at all times, on foot, with or without Vehicles, plant and equipment over and along the Easement Land subject to the following conditions:
  - (a) 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 take all reasonable and proper precautions to guard against danger on the Servient Land and, notwithstanding clause 3, 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 any rights under this Easement;
  - (b) the Grantee shall at its cost repair any tracks, fences, gates, or other structures on the Servient Land which are damaged by the Grantee;
  - (c) the Grantee shall be entitled to install and replace any tracks, equipment or structures (including signage) necessary to exercise its rights under this Easement and shall repair and maintain such tracks, equipment and structures at its cost in all things, so as to keep them in good order, condition and repair and to prevent them from becoming a danger or nuisance;

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

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.14: TE RERENGA WAIRUA RIGHT OF WAY EASEMENT IN GROSS  
(MINISTER OF CONSERVATION)

Annexure  
Schedule 2

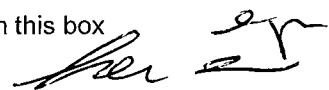
Easement instrument      Dated      Page 2 of 5 pages

- (d) 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 [and to erect, renew and maintain gates together with all necessary fittings and fixtures across any road or track on the Easement Land. The Grantee must obtain the Grantor's prior written consent before taking any such measures;] and
- (e) the Grantee will not light any fire on or adjacent to the Easement Land.

**Repair and Maintenance**

- 3. The Grantee shall at its cost keep in good order, repair and condition the right of way over the Easement Land **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to the Easement Land which was the sole result of the Grantor's negligent use of the Easement Land.
- 4. When carrying out any repairs, maintenance or improvements to the tracks under clause 3, the Grantee shall not:
  - (a) widen the tracks; or
  - (b) alter the location of the tracks; or
  - (c) [change the nature of the surface of the tracks; or]
  - (d) park or store equipment or material on the Servient Land;without the Grantor's prior written approval, such approval not to be unreasonably withheld or delayed.
- 5. If the Grantor or the Grantee desire to upgrade the right of way for the convenience of its servants, agents and lawful visitors then it shall first obtain the approval in writing from the other party and then proceed to carry out such works and future maintenance of those works at its own cost.
- 6. [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 Servient 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.]

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.14: TE RERENGA WAIRUA RIGHT OF WAY EASEMENT IN GROSS  
(MINISTER OF CONSERVATION)

Annexure  
Schedule 2

Easement instrument      Dated      Page 3 of 5 pages

7. The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement.

**Tracks and Equipment Property of Grantee**

8. The tracks and any equipment or structure constructed or installed 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 (6) months after the date when written notice of such damage is provided to the Grantee by the Grantor, it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one (1) month's written notice of its intention to do so, remedy all or any of the damage and recover the cost for this from the Grantee.

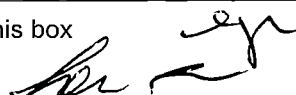
**Dispute Resolution**

9. (a) In the event of any dispute arising between the parties in respect of or in connection with this Easement, the parties shall, without prejudice to any other right or entitlement they may have under this Easement 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, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

**Notices**

10. All notices and communications under this Easement 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.

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.14: TE RERENGA WAIRUA RIGHT OF WAY EASEMENT IN GROSS  
(MINISTER OF CONSERVATION)

Annexure  
Schedule 2

Easement instrument Dated Page 4 of 5 pages

**No Power to Terminate**

11. There is no implied power in this Easement for the Grantor to terminate the easement rights due to the Grantee breaching any term of this Easement for any other reason, it being the intention of the parties that the easement rights will continue forever unless surrendered.

**Access**

12. The Grantee acknowledges that despite the terms of this Easement for so long as the Servient Land remains subject to the Reserves Act 1977, members of the public have (in accordance with the Reserves Act 1977) full and unencumbered access to pass and re-pass at all times on foot across and along the Easement Land.

**Definitions and Interpretation**

13. **Definitions:** In this Easement unless the context otherwise requires:

"**Easement**" means this easement;

"**Easement Land**" means that part of the Servient Land over which the right of way under this Easement is granted marked [ ] on SO [ ];

"**Grantee**" means Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation and includes the servants, tenants, agents, workmen, licensees and invitees (which includes the general public) of the Grantee;

"**Grantor**" means the the trustees from time to time of **Te Manawa O Ngāti Kuri Trust** and includes any licensee, lessee, its employees, contractors, invitees, successors or assigns; and

"**Servient Land**" means all the land in [computer freehold register [ ]];

"**tracks**" means all pavings, paths and established routes on the Servient Land and includes all materials which form part of such routes;

"**Vehicles**" means construction and maintenance vehicles, four wheel drive vehicles, quad bikes or other similar light vehicles required by the Grantee to carry plant, materials and equipment onto the Easement Land for the purposes of exercising its rights under this Easement.

- 14.2 **Interpretation:** In the interpretation of this Easement, unless the context otherwise requires:

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

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



**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**5.14: TE RERENGA WAIRUA RIGHT OF WAY EASEMENT IN GROSS  
(MINISTER OF CONSERVATION)**

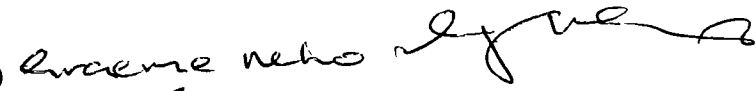
**Annexure  
Schedule 2**

Easement instrument                      Dated    Page 5 of 5 pages

- (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.

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

**SIGNED** by [Insert Trustees Names of Te Manawa O Ngāti Kuri Trust] as Grantor in the presence of

)   
) \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

**SIGNED** by **HER MAJESTY THE QUEEN** )  
in right of New Zealand acting by and )  
through the Minister of Conservation as )  
Grantee in the presence of: )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation



---

5.15 TE RAUMANUKA RIGHT OF WAY EASEMENT IN GROSS  
(MINISTER OF CONSERVATION)

---

A handwritten signature in black ink, consisting of several stylized, overlapping strokes.

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.15: TE RAUMANUKA RIGHT OF WAY EASEMENT IN GROSS (MINISTER OF CONSERVATION)

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

North Auckland

BARCODE

Grantor

Surname must be underlined

[THE TRUSTEES TE MANAWA O NGĀTI KURI TRUST]

Grantee

Surname must be underlined

HER MAJESTY THE QUEEN in Right of New Zealand acting by and through the Minister  
of Conservation

Grant\* of easement or *profit à prendre* or creation or covenant

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

Dated this

day of

20

Attestation

See annexure schedule

Signed in my presence by the Grantor

\_\_\_\_\_  
Signature [common seal]  
of Grantor

\_\_\_\_\_  
Signature of witness  
Witness to complete in BLOCK letters (unless legibly printed)  
Witness name  
Occupation  
Address

See annexure schedule

Signed in my presence by the Grantee

\_\_\_\_\_  
Signature [common seal]  
of Grantee

\_\_\_\_\_  
Signature of witness  
Witness to complete in BLOCK letters (unless legibly printed)  
Witness name  
Occupation  
Address

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

\_\_\_\_\_  
[Solicitor for] the Grantee



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.15: TE RAUMANUKA RIGHT OF WAY EASEMENT IN GROSS (MINISTER OF CONSERVATION)

**Annexure  
Schedule 1**

**Schedule A**

*Continue in additional Annexure Schedule if required*

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	Marked with a red dashed line on deed plan OTS-088-38' Subject to survey.	<i>[need to add in Parcel appellation and CT reference following the survey]</i>	In gross
	The Easement Area	The Grantor's Land	

**Easements rights and powers (including terms, covenants, and conditions)**

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

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

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

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.15: TE RAUMANUKA RIGHT OF WAY EASEMENT IN GROSS (MINISTER OF CONSERVATION)

Annexure  
Schedule 2

Easement instrument      Dated      Page 1 of 5 pages

**Background**

- A. The Grantor is the registered proprietor of that land contained in computer freehold register [ ] which is held for historic purposes under the Reserves Act 1977.
- B. The parties acknowledge and agree the Grantee maintains public access, signage and roading on the Servient Land associated with Te Raumanuka Historic Reserve.
- C. The Grantor has agreed to grant to the Grantee a right of way over the Servient Land on the terms and conditions set out in this Easement.
- D. The parties have entered into this Easement to record the arrangements between them.

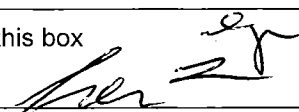
**Right of Way**

- 1. The Grantor grants to the Grantee the right of way over that part of the Servient Land described as [to be surveyed - [ ] metres wide over area marked [A] on [ ]] ("the Easement Land").

**Right of Way Easement Terms and Conditions**

- 2. The Grantee shall have the full, free, uninterrupted and unrestricted right, liberty and privilege to pass and re-pass from time to time and at all times, on foot, or with or without Vehicles over and along the Easement Land subject to the following conditions:
  - (a) 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 take all reasonable and proper precautions to guard against danger on the Servient Land and, notwithstanding clause 3, 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 any rights under this Easement;
  - (b) the Grantee shall at its cost repair any roads, tracks, fences, gates, or other structures on the Servient Land which are damaged by the Grantee;
  - (c) the Grantee shall be entitled to install and replace any roading equipment or structures (including signage) necessary to exercise its rights under this Easement and shall repair and maintain such roading equipment and structures at its cost in all things, so as to keep them in good order, condition and repair and to prevent them from becoming a danger or nuisance;

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.15: TE RAUMANUKA RIGHT OF WAY EASEMENT IN GROSS (MINISTER OF CONSERVATION)

Annexure  
Schedule 2

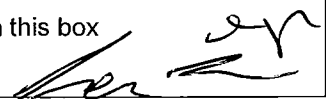
Easement instrument      Dated      Page 2 of 5 pages

- (d) 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 and to erect, renew and maintain gates together with all necessary fittings and fixtures across any road or track on the Easement Land. The Grantee must obtain the Grantor's prior written consent before taking any such measures; and
- (e) the Grantee will not light any fire on or adjacent to the Easement Land.

**Repair and Maintenance**

3. The Grantee shall at its cost keep in good order, repair and condition the right of way over the Easement Land **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to the Easement Land which was the sole result of the Grantor's negligent use of the Easement Land.
4. When carrying out any repairs, maintenance or improvements to roading under clause 3, the Grantee shall not:
  - (a) widen the road; or
  - (b) alter the location of the road; or
  - (d) change the nature of the surface of the road; or
  - (e) park or store equipment or material on the Servient Land,without the Grantor's prior written approval, such approval not to be unreasonably withheld or delayed.
5. If the Grantor or the Grantee desire to upgrade the right of way for the convenience of its servants, agents and lawful visitors then it shall first obtain the approval in writing from the other party and then proceed to carry out such works and future maintenance of those works at its own cost.
6. 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 Servient 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.
7. The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement.

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.15: TE RAUMANUKA RIGHT OF WAY EASEMENT IN GROSS (MINISTER OF CONSERVATION)

Annexure  
Schedule 2

Easement instrument Dated Page 3 of 5 pages

**Roading and Equipment Property of Grantee**

8. The roading and any equipment or structure constructed or installed 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 (6) months after the date when written notice of such damage is provided to the Grantee by the Grantor, it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one (1) month's written notice of its intention to do so, remedy all or any of the damage and recover the cost for this from the Grantee.

**Dispute Resolution**

9. (a) In the event of any dispute arising between the parties in respect of or in connection with this Easement, the parties shall, without prejudice to any other right or entitlement they may have under this Easement 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, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

**Notices**

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

**No Power to Terminate**

11. There is no implied power in this Easement for the Grantor to terminate the easement rights due to the Grantee breaching any term of this Easement for any other reason, it being the intention of the parties that the easement rights will continue forever unless surrendered.

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





NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.15: TE RAUMANUKA RIGHT OF WAY EASEMENT IN GROSS (MINISTER OF CONSERVATION)


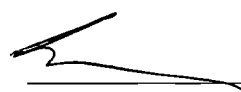
Annexure  
Schedule 2

Easement instrument      Dated      Page 5 of 5 pages

(c) the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

SIGNED as a Deed on [date]

SIGNED by  
[insert trustee names of]  
Te Manawa O Ngāti Kuri Trust as  
Grantor in the presence of:

) Graeme Neho   
)  
)   
)  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

SIGNED by )  
Her Majesty the Queen in right of )  
New Zealand acting by and through )  
the Minister of Conservation as )  
Grantee in the presence of: )



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

  
261  


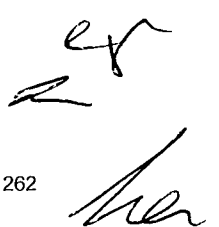
NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.16 MOKAIKAI RIGHT OF WAY EASEMENT IN GROSS (MINISTER OF  
CONSERVATION) (SHOWN 'A')

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Handwritten initials 'er' and a signature 'her' in the bottom right corner.

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.16: MOKAIKAI RIGHT OF WAY EASEMENT IN GROSS (MINISTER OF CONSERVATION) (SHOWN 'A')

Form 3  
Easement instrument to grant easement or *profit à prendre*,  
or create land covenant

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

North Auckland

BARCODE

Grantor

*Surname must be underlined*

[THE TRUSTEES TE MANAWA O NGĀTI KURI TRUST]

Grantee

*Surname must be underlined*

HER MAJESTY THE QUEEN in Right of New Zealand acting by and through the Minister of Conservation

Grant\* of easement or *profit à prendre* or creation or covenant

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

Dated this

day of

20

Attestation

See annexure schedule

Signed in my presence by the Grantor

\_\_\_\_\_  
*Signature of witness*

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

*Witness name*

*Occupation*

*Address*

\_\_\_\_\_  
Signature [common seal]  
of Grantor

See annexure schedule

Signed in my presence by the Grantee

\_\_\_\_\_  
*Signature of witness*

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

*Witness name*

*Occupation*

*Address*

\_\_\_\_\_  
Signature [common seal]  
of Grantee

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

\_\_\_\_\_  
[Solicitor for] the Grantee



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.16: MOKAIKAI RIGHT OF WAY EASEMENT IN GROSS (MINISTER OF CONSERVATION) (SHOWN 'A')

**Annexure  
Schedule 1**

**Schedule A**

*Continue in additional Annexure Schedule if required*

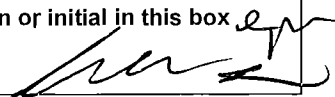
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	Coloured green and marked A on deed plan OTS-088-32. Subject to survey.  <i>[note for the document to be registered need to insert the legal description after the survey is completed]</i>	<i>[need to add in Parcel appellation and CT reference following the survey]</i>	In gross
	The Easement Area	The Grantor's Land [to insert]	

**Easements rights and powers (including terms, covenants, and conditions)**

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

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

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





NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.16: MOKAIKAI RIGHT OF WAY EASEMENT IN GROSS (MINISTER OF CONSERVATION) (SHOWN 'A')

Annexure  
Schedule 2

Easement instrument                      Dated    Page 2 of 5 pages

- (d) 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 [and to erect, renew and maintain gates together with all necessary fittings and fixtures across any road or track on the Easement Land. The Grantee must obtain the Grantor's prior written consent before taking any such measures;] and
- (e) the Grantee will not light any fire on the Easement Land.

**Repair and Maintenance**

- 3. The Grantee shall at its cost repair and maintain the right of way over the Easement Land to a standard suitable for its activities **PROVIDED THAT** if any repair or maintenance is required as a result of any act, omission or neglect of the Grantor then the Grantor shall pay the cost of such repair or maintenance.
- 4. When carrying out any repairs, maintenance or improvements to roading under clause 3, the Grantee shall not:
  - (a) widen the road; or
  - (b) alter the location of the road; or
  - (d) change the nature of the surface of the road; or
  - (e) park or store equipment or material on the Servient Land,without the Grantor's prior written approval, such approval not to be unreasonably withheld or delayed.
- 5. If the Grantor or the Grantee wish to upgrade the right of way for the convenience of its servants, agents and lawful visitors then it shall first obtain the approval in writing from the other party and then proceed to carry out such works and future repair and maintenance of those works at its own cost **PROVIDED THAT** if any such repair or maintenance is required as a result of any act, omission or neglect of one party that party shall pay the cost of such repair or maintenance.
- 6. The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement.

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







NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.16: MOKAIKAI RIGHT OF WAY EASEMENT IN GROSS (MINISTER OF CONSERVATION) (SHOWN 'A')



Annexure  
Schedule 2

Easement instrument Dated

Page 5 of 5 pages

SIGNED as a Deed on [date]

SIGNED by  
[insert trustee names of]  
Te Manawa O Ngāti Kuri Trust as  
Grantor in the presence of:

) E. Vaema Noho   
)  
)   
)

Signature

Witness signature

Full name

Address

Occupation

SIGNED by )  
Her Majesty the Queen in right of )  
New Zealand acting by and through )  
the Minister of Conservation as )  
Grantee in the presence of: )

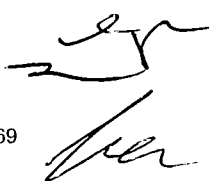
Signature

Witness signature

Full name

Address

Occupation



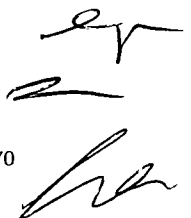
NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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5.17 MOKAIKAI RIGHT OF WAY EASEMENT  
(TE MANAWA O NGĀTI KURI TRUST)

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Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.17: MOKAIKAI RIGHT OF WAY EASEMENT (TE MANAWA O NGĀTI KURI TRUST)

**Form 3**  
**Easement instrument to grant easement or *profit à prendre*,  
or create land covenant**

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

North Auckland

BARCODE

Grantor

Surname must be underlined

HER MAJESTY THE QUEEN in Right of New Zealand acting by and through the Minister  
of Conservation

Grantee

Surname must be underlined

[THE TRUSTEES TE MANAWA O NGĀTI KURI TRUST]

Grant\* of easement or *profit à prendre* or creation or covenant

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

Dated this                      day of                      20

Attestation

See annexure schedule	Signed in my presence by the Grantor
_____	_____
Signature [common seal] of Grantor	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address

See annexure schedule	Signed in my presence by the Grantee
_____	_____
Signature [common seal] of Grantee	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address

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

\_\_\_\_\_  
[Solicitor for] the Grantee



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.17: MOKAIKAI RIGHT OF WAY EASEMENT (TE MANAWA O NGĀTI KURI TRUST)

**Annexure  
Schedule 1**

**Schedule A**

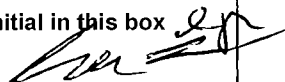
*Continue in additional Annexure Schedule if required*

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	Coloured red and marked B on deed plan OTS-088-32 (2.5m wide). Subject to survey.  <i>[note for the document to be registered need to insert the legal description after the survey is completed]</i>	<i>[need to add in Parcel appellation and CT reference following the survey]</i>	[Section x on SO xxxxxx]
	The Easement Area	The Grantor's Land	

**Easements rights and powers (including terms, covenants, and conditions)**

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

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

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

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.17: MOKAIKAI RIGHT OF WAY EASEMENT (TE MANAWA O NGĀTI KURI TRUST)

**Annexure  
Schedule 2**

Easement instrument      Dated      Page 1 of 5 pages

**Background**

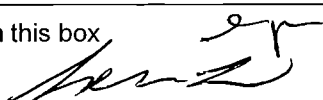
- A. The Grantor is the registered proprietor of that land contained in computer freehold register [ ] which is held for scenic purposes under the Reserves Act 1977.
- B. The Grantor has agreed to grant to the Grantee a right of way over the Servient Land on the terms and conditions set out in this Easement.
- C. The parties have entered into this Easement to record the arrangements between them.

**Right of Way**

- 1. The Grantor grants to the Grantee the right of way over that part of the Servient Land described as to be surveyed - 2.5 metres wide over area marked [B] on SO Plan [ ] ("the Easement Land").

**Right of Way Easement Terms and Conditions**

- 2. The Grantee has the full, free, uninterrupted and unrestricted right, liberty and privilege to pass and re-pass from time to time and at all times, on foot, or with or without Vehicles over and along the Easement Land subject to the following conditions:
  - (a) 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 take all reasonable precautions to guard against danger on the Servient Land and, notwithstanding clause 3, 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 any rights under this Easement;
  - (b) the Grantee shall at its cost, repair any roads, tracks, fences, gates, or other structures on the Servient Land which are damaged by the Grantee;
  - (c) the Grantee may install and replace any roading equipment or structures (including signage) necessary to exercise its rights under this Easement and shall repair and maintain such roading equipment and structures at its cost in all things, so as to keep them in good order, condition and repair and to prevent them from becoming a danger or nuisance;

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.17: MOKAIKAI RIGHT OF WAY EASEMENT (TE MANAWA O NGĀTI KURI TRUST)

Annexure  
Schedule 2

Easement instrument      Dated      Page 3 of 5 pages

**Roading and Equipment Property of Grantee**

7. The roading and any equipment or structure constructed or installed on the Easement Land by the Grantee 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 (6) months after the date when written notice of such damage is provided to the Grantee by the Grantor, it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one (1) month's written notice of its intention to do so, remedy all or any of the damage and recover the cost for this from the Grantee.

**Dispute Resolution**

8. (a) In the event of any dispute arising between the parties in respect of or in connection with this Easement, the parties shall, without prejudice to any other right or entitlement they may have under this Easement 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, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

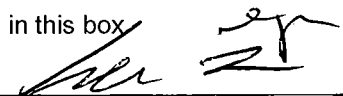
**No Power to Terminate**

9. There is no implied power in this Easement for the Grantor to terminate the easement rights due to the Grantee breaching any term of this Easement for any other reason, it being the intention of the parties that the easement rights will continue forever unless surrendered.

**Access**

10. The Grantee acknowledges that despite the terms of this Easement for so long as the Servient Land remains subject to the Reserves Act 1977, the Grantor and members of the public have (in accordance with the Reserves Act 1977) full and unencumbered access to pass and re-pass at all times on foot across and along the Easement Land.

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.17: MOKAIKAI RIGHT OF WAY EASEMENT (TE MANAWA O NGĀTI KURI TRUST)

Annexure  
Schedule 2

Easement instrument Dated Page 4 of 5 pages

**Definitions and Interpretation**

11.1 **Definitions:** In this Easement unless the context otherwise requires:

"**Easement**" means this easement;

"**Easement Land**" means that part of the Servient Land over which the right of way under this Easement is granted marked ['A'] on SO [ ];

"**Grantee**" means the [the trustees from time to time of Te Manawa O Ngāti Kuri Trust 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;

"**Servient Land**" means all the land in [computer freehold register [ ]];

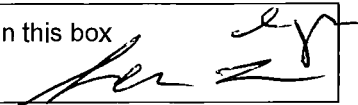
"**Roading**" means all pavings, paths and established routes on the Servient Land and includes all materials which form part of such routes;

"**Vehicles**" means construction and maintenance vehicles, four wheel drive vehicles, quad bikes or other similar motorbikes required by the Grantee to carry plant, materials and equipment onto the Easement Land for the purposes of exercising its rights under this Easement.

11.2 **Interpretation:** In the interpretation of this Easement, unless the context otherwise requires:

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

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

5.17: MOKAIKAI RIGHT OF WAY EASEMENT (TE MANAWA O NGĀTI KURI TRUST)

Annexure  
Schedule 2

Easement instrument      Dated      Page 5 of 5 pages

SIGNED as a Deed on [date]

SIGNED by      )  
Her Majesty the Queen in right of      )  
New Zealand acting by and through      )  
the Minister of Conservation      )  
as Grantor in the presence of:      )

\_\_\_\_\_  
Signature


\_\_\_\_\_  
Witness signature


\_\_\_\_\_  
Full name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

SIGNED by      )  
[insert trustee names of]      )  
Te Manawa O Ngāti Kuri Trust      )  
as Grantee in the presence of:      )

*Eraema neho* 

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

---

**6. LEASES**

---

Handwritten signatures in black ink, consisting of three distinct marks or initials.

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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6.1 LEASE WITH THE MINISTRY OF EDUCATION

---

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.1: LEASE WITH THE MINISTRY OF EDUCATION

MINISTRY OF EDUCATION  
TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 115 Land Transfer Act 1952)

BARCODE

Land registration district

[ ]

Affected instrument Identifier  
and type (if applicable)

All/part

Area/Description of part or stratum

[ ]

[ ]

Lessor

[ ]

Lessee

**HER MAJESTY THE QUEEN** for education purposes

Estate or Interest Insert "fee simple"; "leasehold in lease number " etc.

Fee simple

Lease Memorandum Number (if applicable)

Not applicable

Term

See Annexure Schedule

Rental

See Annexure Schedule

LEASE AND TERMS OF LEASE

If required, set out the terms of lease in annexure schedules


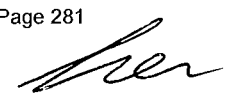
The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule(s)

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.1: LEASE WITH THE MINISTRY OF EDUCATION

Attestation

Signature of the Lessor	Signed in my presence by the Lessor
<hr/> <p>[            ]</p>	<hr/> <p><i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:</p>
<hr/> <p>[            ]</p>	<hr/> <p><i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:</p>
<hr/> <p>[            ]</p>	<hr/> <p><i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:</p>
<hr/> <p>[            ]</p>	<hr/> <p><i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:</p>
<hr/> <p>[            ]</p>	<hr/> <p><i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:</p>

  
Page 281  


NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.1: LEASE WITH THE MINISTRY OF EDUCATION

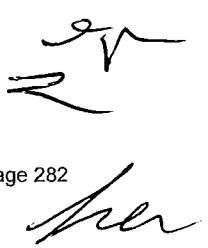
<p>_____</p> <p>[                    ]</p>	<p>_____ <i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[                    ]</p>	<p>_____ <i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p style="text-align: center;"><b>Signature of the Lessee</b></p> <p>_____</p> <p>Signed for and on behalf of <b>HER MAJESTY THE QUEEN</b> as Lessee by</p> <p>[                    ]</p> <p>(acting pursuant to a written delegation given to him/her by the Secretary for Education) in the presence of:</p>	<p style="text-align: center;"><b>Signed in my presence by the Lessee</b></p> <p>_____ <i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address</p>

Certified correct for the purposes of the Land Transfer Act 1952

\_\_\_\_\_

Solicitor for the Lessee

\* The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased.



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.1: LEASE WITH THE MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page 1 of 20 Pages

*Insert instrument type*

Lease Instrument

**BACKGROUND**

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between Ngāti Kuri and the Crown, under which the parties agreed to transfer the Land to [the trustees of the Te Manawa O Ngāti Kuri Trust] and lease it back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

**SCHEDULE A**

**ITEM 1 THE LAND**

*[insert full legal description - note that improvements are excluded].*

**ITEM 2 START DATE**

*[insert start date].*

**ITEM 3 ANNUAL RENT**

\$(*insert agreed rent*) plus GST per annum payable monthly in advance on the first day of each month but the first payment shall be made on the Start Date on a proportionate basis for any broken period until the first day of the next month.

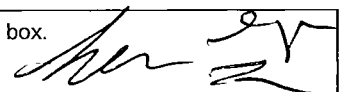
**ITEM 4 TERM OF LEASE**

21 Years.

**ITEM 5 LESSEE OUTGOINGS**

- 5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.1: LEASE WITH THE MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page 2 of 20 Pages

*Insert instrument type*

Lease Instrument

- 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 with the first renewal date being the 21<sup>st</sup> anniversary of the Start Date, and then each subsequent renewal date being each 21<sup>st</sup> anniversary after that date.

**ITEM 8 RENT REVIEW DATES**

The 7<sup>th</sup> anniversary of the Start Date and each subsequent 7<sup>th</sup> anniversary after that date.

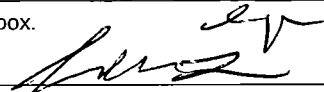
**ITEM 9 LESSEE'S IMPROVEMENTS**

As defined in clause 1.9 and including the following existing improvements: *[List here all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent, contractor or sublessee or licensee of the Lessee on the Land].*

[ ]

The above information is taken from the Lessee's records as at [ ] A site inspection was not undertaken to compile this information.

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.1: LEASE WITH THE MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page 3 of 20 Pages

*Insert instrument type*

Lease Instrument

ITEM 10 CLAUSE 16.5 NOTICE

To: *Te Manawa O Ngāti Kuri Trust ("the Lessor")*

And to: *The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6011 ("the Lessee")*

From: *[Name of Mortgagee/Chargeholder] ("the Lender")*

*The Lender acknowledges that in consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule to the Lease attached to this Notice which the Lender acknowledges will be for its benefit:*

- (i) It has notice of the provisions of clause 16.5 of the Lease; and*
- (ii) It agrees that any Lessee's Improvements (as defined in the Lease) placed on the Land by the Lessee at any time before or during the Lease shall remain the Lessee's property at all times; and*
- (iii) It will not claim any interest in any Lessee's Improvements under the security of its loan during the relevant period no matter how any Lessee's Improvement may be fixed to the Land and regardless of any rule of law or equity to the contrary or any provisions of its security to the contrary; and*
- (iv) It agrees that this acknowledgement is irrevocable.*

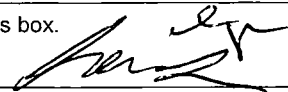
SCHEDULE

[ ]

[Form of execution by Lender]

[Date]

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





NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.1: LEASE WITH THE MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page 5 of 20 Pages

*Insert instrument type*

Lease Instrument

**SCHEDULE B**

**1 Definitions**

1.1 The term "Lessor" includes and binds:

- (a) the persons executing this Lease as Lessor; and
- (b) any Lessor for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term "Lessee" includes and binds:

- (a) the person executing this Lease as Lessee; and
- (b) all the Lessees for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.

1.3 "Business Day" means a day that is not:

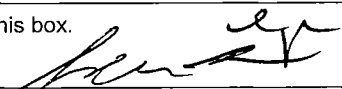
- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (d) the days observed as the anniversaries of the provinces of [Auckland] [and] Wellington.

1.4 "Crown" has the meaning given in section 2(1) of the Public Finance Act 1989.

1.5 "Crown Body" means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and

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





NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.1: LEASE WITH THE MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule

Page 6 of 20 Pages

*Insert instrument type*

Lease Instrument

- (c) the New Zealand Railways Corporation; and
- (d) a company or body that is wholly owned or controlled by one or more of the following:
  - (i) the Crown;
  - (ii) a Crown entity;
  - (iii) a State enterprise; and
- (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).

- 1.6 "Department" has the meaning given in section 2 of the Public Finance Act 1989.
- 1.7 "Education Purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 "Legislation" means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.9 "Lessee's Improvements" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.10 "Lessee's property" includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 "Maintenance" includes repair.
- 1.12 "Public Work" has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 "Sublet" and "Sublease" include the granting of a licence to occupy the Land or part of it.

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.1: LEASE WITH THE MINISTRY OF EDUCATION

Form F *continued*

**Annexure Schedule**

Page 7 of 20 Pages

*Insert instrument type*

Lease Instrument

**2 Payment of Annual Rent**

- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at [6%] of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

**3 Rent Review**

When a party initiates the rent review process as set out in clause 3.5:

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of [6%] of the lesser of:
- (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
  - (b) the Nominal Value being:
    - (i) during the initial Term: a value based on [x]% growth per annum of the Transfer Value of the Land; or
    - (ii) for subsequent Terms: a value based on [x]% growth per annum of the reset Nominal Value as calculated in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.
- 3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:
- (a) at the start date of every new Term; and

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



NGĀTI KURI DEED OF SETTLEMENT  
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6.1: LEASE WITH THE MINISTRY OF EDUCATION

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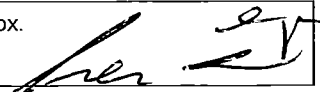
Lease Instrument

- (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the market value for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the market value for the three consecutive Rent Review Dates or Lease renewal dates.

3.5 The rent review process will be as follows:

- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.
- (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
- (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer's certificate.
- (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
- (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
- (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.

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



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- (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

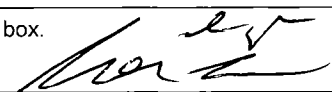
**4 Payment of Lessee Outgoings**

During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the relevant person.

**5 Valuation Roll**

Where this Lease is registered under section 115 of the Land Transfer Act 1952, the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

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



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**6 Utility Charges**

- 6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.
- 6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.
- 6.3 If required to do so by the Lessor or any local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

**7 Goods and Services Tax**

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

**8 Interest**

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

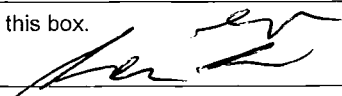
**9 Permitted Use of Land**

The Land may be used for Education Purposes and/or any other Public Work, including any lawful secondary or incidental use.

**10 Designation**

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease.

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



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**11 Compliance with Law**

The Lessee must at its own cost comply with the provisions of all relevant Legislation.

**12 Hazards**

12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.

12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

**13 Damage or Destruction**

**13.1 Total Destruction**

If the Land or the Lessee's Improvements or any portion thereof shall be destroyed or so damaged so as to render the Land or the Lessee's Improvements unsuitable for the Permitted Use to which it was put at the date of the destruction or damage (the "Current Permitted Use"), then either party may, within three months of the date of the damage, give the other 20 Business Days notice of termination, and the whole of the Annual Rent and Lessee Outgoings shall cease to be payable as from the date of the damage.

**13.2 Partial Destruction**


(a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be.

(b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:

(i) the repair and reinstatement of the Land have been completed; and

(ii) the Lessee can lawfully occupy the Land.

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



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- (c) If:
- (i) in the reasonable opinion of the Lessor it is not economically viable to repair and reinstate the Land; or
  - (ii) any necessary council consents shall not be obtainable,
- then the term will terminate with effect from the date that either such fact is established.

13.3 Natural Disaster or Civil Defence Emergency

- (a) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:
- (i) such inability ceases; or
  - (ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.
- (b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:
- (i) the relevant clause has applied for a period of 6 months or more; or
  - (ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.

13.4 Any termination pursuant to this clause 13 shall be without prejudice to the rights of either party against the other.

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



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13.5 Notwithstanding anything to the contrary, no payment of Annual Rent or Lessee Outgoings by the Lessee at any time, nor any agreement by the Lessee as to an abatement of Annual Rent and/or Lessee Outgoings shall prejudice the Lessee's rights under this clause 13 to:

- (a) assert that this lease has terminated; or
- (b) claim an abatement or refund of Annual Rent and/or Lessee Outgoings.

**14 Contamination**

14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.

14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.

14.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

**15 Easements**

15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.

15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.

15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

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





NGĀTI KURI DEED OF SETTLEMENT  
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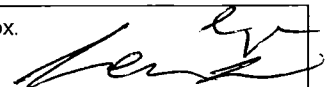
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**16 Lessee's Improvements**

- 16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.
- 16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.
- 16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.
- 16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.
- 16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- 16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.

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



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16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

17 **Rubbish Removal**

The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.

18 **Signs**

The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.

19 **Insurance**

19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.

19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

20 **Fencing**

20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.

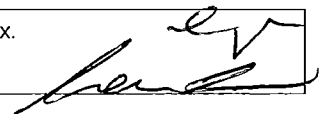
20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

21 **Quiet Enjoyment**

21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.

21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

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



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**22 Assignment**

22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:

- (a) any Department or Crown Body; or
- (b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).

22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.

22.4 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

**23 Subletting**

The Lessee may without the Lessor's consent sublet to:

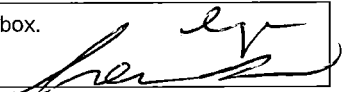
- (a) any Department or Crown Body; or
- (b) any other party provided that the sublease complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

**24 Occupancy by School Board of Trustees**

24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education Act 1989 and otherwise consistent with this Lease.

24.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.

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



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24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education Act 1989 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

25 **Lessee Break Option**

The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

26 **Breach**

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

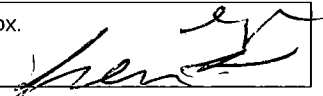
27 **Notice of Breach**

27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
- (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
- (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

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



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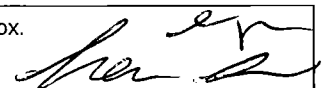
**28 Renewal**

- 28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed on the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the Lease Term that it does not wish the Lease to be renewed.
- 28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of perpetual renewal, provided that either party may initiate the rent review process in accordance with clause 3.

**29 Right of First Refusal for Lessor's Interest**

- 29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice ("Lessor's Notice") to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.
- 29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor ("Lessee's Notice") accepting the offer contained in the Lessor's Notice.
- 29.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.
- 29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1-29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.
- 29.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

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



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**30 Exclusion of Implied Provisions**

30.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

(a) Clause 11 - Power to inspect premises.

**31 Entire Agreement**

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

**32 Disputes**

The parties will try to resolve all disputes by negotiations in good faith. If negotiations are not successful, the parties will refer the dispute to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before arbitration) in accordance with the Arbitration Act 1996.

**33 Service of Notices**

33.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

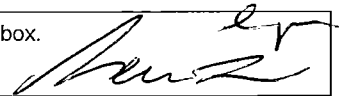
The Secretary for Education  
Ministry of Education  
PO Box 1666  
Wellington 6011

33.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

*[insert contact details]*

33.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

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



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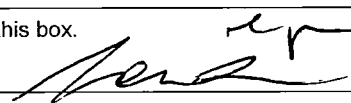
34 **Registration of Lease**

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 1952. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

35 **Costs**

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.

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



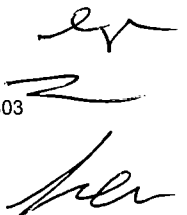
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6.2 LEASE WITH MARITIME NEW ZEALAND IN RELATION TO MURIMOTU ISLAND

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**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**6.2: LEASE WITH MARITIME NEW ZEALAND IN RELATION TO MURIMOTU ISLAND**

**LEASE INSTRUMENT**

Section 115, Land Transfer Act 1952

Land registration district

North Auckland



BARCODE

Unique identifier(s) or C/T(s)	All/part	Area/description of part or stratum
NA138A/291	Part	Section 2 on SO Plan 457794

**Lessor** *Surname must be underlined*  
 The trustees of Te Rūnanga Nui o Te Aupōuri Trust and the trustees of Te Manawa O Ngāti Kuri Trust

**Lessee** *Surname must be underlined*

**MARITIME NEW ZEALAND**

**Estate or interest\*** *Insert "fee simple", "leasehold in lease number", etc.*

Fee simple

**Term**

999 years

**Rent**

\$1.00 plus GST per annum

**Operative clause** *Set out the terms of lease in Annexure Schedule(s)*

The Lessor leases to the Lessee and the Lessee accepts the lease of the above estate or interest in the land in the above certificate(s) of title or computer register(s) for the above term and at the above rent and on the terms of lease set out in the Annexure Schedule(s).

Dated this \_\_\_\_\_ day of \_\_\_\_\_

**Attestation**

Signed by the trustees of Te Rūnanga Nui o Te Aupōuri Trust by:	Signed in my presence by the Lessor
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i>
Signature {common-seal} of Lessor	Witness name:
	Occupation:
	Address:

Signed by the trustees of Te Manawa O Ngāti Kuri Trust by:	Signed in my presence by the Lessor
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i>
Signature {common-seal} of Lessor	Witness name:
	Occupation:
	Address:

NGĀTI KURI DEED OF SETTLEMENT  
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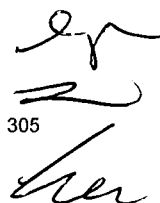
6.2: LEASE WITH MARITIME NEW ZEALAND IN RELATION TO MURIMOTU ISLAND

Signed by Maritime New Zealand by:	Signed in my presence by the Lessee
Signature [ <del>common seal</del> ] of Lessee	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Lessee

\* The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased.



NGĀTI KURI DEED OF SETTLEMENT  
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SCHEDULE 1

1. TERM

In consideration of the rent payable under this lease, and of the Lessee's covenants, terms and agreements, express and implied, contained in this lease, the Lessor leases to the Lessee the land described in item 1 of Schedule 2 (the *Land*) for the term set out in the lease instrument.

2. EARLY TERMINATION

- 2.1 The Lessee may terminate this lease by giving not less than 12 months' written notice to the Lessor setting out the date of termination of the lease (*Termination Notice*).
- 2.2 The Lessee will give the Termination Notice if the Lessee no longer requires the Land for the purposes of an aid to navigation site or any other maritime safety related purpose.
- 2.2 The lease will expire upon the date set out in the Termination Notice but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of this lease.


3. PAYMENT OF RENT

- 3.1 The Lessee will pay the rent specified in the lease instrument if demanded by the Lessor in advance each year during the term of this lease from the Commencement Date specified in item 2 of Schedule 2.
- 3.2 The Lessee will pay the Goods and Services Tax or any tax in the nature of Goods and Services Tax payable by the Lessor in respect of the rent and the tax will be paid on each occasion when any rent payment falls due for payment and will be payable to the Lessor or as the Lessor directs.

4. OUTGOINGS AND OTHER COSTS

The Lessee will pay all costs relating and incidental to the provisions of roading, access, electricity, gas, water or other utilities and any other work directly associated with the construction, maintenance and operation of any aid to navigational aid structure and ancillary services.

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



**NGĀTI KURI DEED OF SETTLEMENT  
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**6.2: LEASE WITH MARITIME NEW ZEALAND IN RELATION TO MURIMOTU ISLAND**

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**5. MAINTENANCE**

The Lessee will:

- 5.1.1 at all times, maintain and repair all improvements erected or situated on the Land;
- 5.1.2 at all times, maintain the grounds surrounding the navigational tower including trimming vegetation when the Lessee considers it is necessary and ensuring that the helicopter pad and track are safe to use; and
- 5.1.3 upon the expiration or sooner determination of this lease, yield up the Land to the Lessor clean and free from rubbish and in good and substantial repair, order and condition.

**6. ASSIGNMENT**

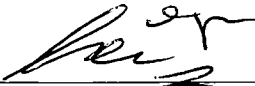
The Lessee will not assign, sublease or otherwise part with the possession of the Land or any part of the Land without first obtaining the written consent of the Lessor to such assignment or other parting with possession. Any such consent will not be unreasonably or arbitrarily withheld or delayed in the case of a respectable responsible and solvent proposed assignee or sublessee of the whole of the Land. Such consent is not required to the assignment of this lease to any successor organisation of the Lessee.

**7. USE**

The Lessee will not use or permit to be used the Land or any part of the Land for any purpose other than that use specified in item 3 of Schedule 2 and such permitted use will be subject always to the provisions of clause 11.1.

**8. ACCESS**

- 8.1 The Lessee may use the land adjoining the Land, being the land described as Section 1 SO 457794 (Adjoining Land) for the purposes of accessing the Land by foot, vehicle or helicopter, provided that:
  - 8.1.1 the Lessee in exercising the right to use the Adjoining Land will respect and not interfere with any wahi tapu or other spiritual site or with any regeneration project of the natural habitat within the Adjoining Land; and
  - 8.1.2 the Lessee or the Lessee's agent will give reasonable notice to the Lessor of its intention to use the Adjoining Land for access to the Land, except in the case of an emergency when such notice will not be required.

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

NGĀTI KURI DEED OF SETTLEMENT  
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8.2 The right to use the Adjoining Land will commence on the Commencement Date of the lease. Any assignment of the lease will be deemed to include an assignment of this right to use the Adjoining Land.

8.3 If this lease is registered, the Lessor will enter into a registrable easement and/or encumbrance to be prepared by the Lessor at the cost of the Lessor recording the rights contained in this clause 8.

**9. EXTERIOR SIGNS**

9.1 The Lessee will not affix, paint or exhibit or permit to be affixed, painted or exhibited any name sign, nameplate, signboard or advertisement of any description on or to the Land without the Lessor's prior written consent. Such consent will not be unreasonably or arbitrarily withheld or delayed.

9.2 Despite clause 9.1, the Lessee will be entitled to erect on the Land a sign indicating the nature of the aid to navigation or describing the Lessee's use of the Land or any public information relevant to that use.

9.3 The Lessee will, at the end or sooner determination of the term of this lease, remove any such name sign, nameplate, signboard or advertisement which has been authorised by the Lessor and make good any resulting damage.

**10. NO NOXIOUS USE**


The Lessee will not:

10.1.1 bring in or upon or store within the Land any machinery, goods or any other things of an offensive, noxious, illegal or dangerous nature;

10.1.2 use the Land or allow the Land to be used for any noisome or offensive act, trade or business; or

10.1.3 do anything or allow anything to be done which may cause annoyance, nuisance, damage or disturbance to the Lessor or the owners or occupiers of adjoining land, provided that any permitted use will not by itself be a breach of this clause.

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



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**11. COMPLIANCE WITH STATUTES AND REGULATION**

11.1 The Lessee will comply with the provisions of all:

11.1.1 statutes, ordinances, regulations and by-laws in any way relating to or affecting the Land or the use of the Land; and

11.1.2 licences, requisitions and notices issued made or given by any competent authority in respect of the Land or the use of the Land and will promptly provide the Lessor with a copy of any such requisition or notice.

11.2 The Lessee will at all times and from time to time during the term of this lease clear and keep the Land clear of all noxious weeds and vermin and, in particular, will comply in all respects with the provisions of the Biosecurity Act 1993 and all notices issued pursuant to that Act.

**12. RISK**

The Lessee agrees to occupy and use the Land and any improvement on the Land at the Lessee's risk except where the Lessor or any person under the Lessor's control is at fault or negligent through their own acts or omissions.

**13. INDEMNITY**

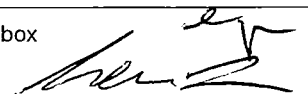
13.1 The Lessee will indemnify the Lessor from and against all damage or loss suffered or incurred in consequence of any negligent act or omission on the part of the Lessee or those under the control of the Lessee and, in particular, will fully recompense the Lessor for any charges or expenses incurred by the Lessor in making good any damage to the Land resulting from any such negligent act or omission.

13.2 The Lessor will indemnify the Lessee from and against all damage or loss suffered or incurred in consequence of any negligent act or omission on the part of the Lessor or those under the control of the Lessor and, in particular, will fully recompense the Lessee for any charges or expenses incurred by the Lessee in making good any damage to the Land resulting from any such negligent act or omission.

**14. COSTS**

14.1 The parties will pay their own solicitors' costs of preparing and finalising this lease or any renewal or variation of this lease.

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



NGĀTI KURI DEED OF SETTLEMENT  
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14.2 The Lessee will pay all costs, charges and expenses for which the Lessor becomes liable for 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.

**15. REGISTRATION**

The Lessor will register this lease at the cost of the Lessee. The Lessor will be responsible for any survey and other costs (other than registration fees) incurred to enable registration of the lease.

**16. QUIET ENJOYMENT**

16.1 As long as the Lessee complies with the terms of this lease, the Lessee will peaceably hold and enjoy the Land during the term without interruption by the Lessor, or any person claiming under the Lessor.

16.2 The Lessor will pay promptly as they fall due all payments for local authority rates and land tax or any such tax imposed in relation to the Land as well as other outgoings payable in respect of the Land, including principal and interest due under any mortgage registered against the Land, and indemnifies the Lessee against any costs, claims, demands or liabilities which the Lessee may suffer or incur as a result of any breach of this covenant by the Lessor.

**17. LEASE OF LAND ONLY, NO OBSTRUCTION AND ARC OF LIGHT**

17.1 This lease refers and relates only to the Land and the Lessor will at all times be entitled to use and occupy and deal with any land surrounding the Land, including the Adjoining Land, without reference to the Lessee and the Lessee will have no rights other than the rights of use and access contained in this lease.

17.2 Notwithstanding 17.1, the Lessor covenants that the Lessor will ensure that the Lessor's use of any land surrounding the Land does not:

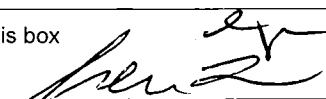
17.2.1 interfere with the arc of light from any navigational light on the Land, shown marked 'A' and 'B' on S.O. 457794, so as to obstruct or in any way hinder its use or visibility for navigational purposes;

17.2.2 obstruct any solar panels used on the Land;

17.2.3 obstruct the helicopter pad on the Land;

17.2.4 obstruct any right of way or access track used by the Lessee to access the Land.

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



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- 17.3 If the Lessor fails to comply with clause 17.2, the Lessee may trim trees and vegetation or remove any obstruction from the Lessor's land and the Lessor will, upon demand, pay to the Lessee all reasonable costs and expenses incurred by the Lessee in carrying out the work. Other than in the case of an emergency (where there is a serious health and safety risk (including risk of physical injury) or any property is at a real risk of destruction or serious damage), the Lessee must give the Lessor at least one month's written notice of the Lessor's failure to comply with clause 17.2 and notifying the Lessor that unless the Lessor removes the obstruction, the Lessee will carry out the remedial work at the Lessor's reasonable cost.
- 17.4 The Lessor will ensure that the covenants contained in clauses 17.2 and 17.3 are specified as a condition in a consent notice pursuant to section 221 of the Resource Management Act 1991 in the event of any subdivision of the Land and the Adjoining Land or the land surrounding the Land and the Adjoining Land, within the terms of that Act.
- 17.5 In addition to the Lessor's obligations under clause 17.4, on the sale of any land surrounding the Land, the Lessor will enter into a restrictive covenant, or any other such instrument prepared by the Lessee, giving effect to the provisions of clause 17.3 of this lease. At the request of the Lessee, the Lessor will enforce such covenant against any occupier of land within the arc of light of the Lessee's navigational light.

**18. DEFAULT BY LESSEE**

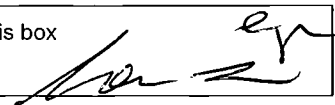
If at any time during the term:

18.1.1 the Lessee breaches any of the terms of, or the covenants, obligations or agreements of the Lessee contained or implied in, this lease (other than the covenant to pay rent) and fails to remedy the breach within the period specified in a notice served on the Lessee in accordance with section 246 of the PLA 2007; or

18.1.2 the Lessee is insolvent, bankrupt or liquidated (except for the purpose of a solvent reconstruction or voluntary liquidation previously approved by the Lessor),

then, in addition to the Lessor's right to apply to the Court for an order of possession, the Lessor may cancel this lease by re-entering the Land. Any cancellation will be without prejudice to the rights of either party against the other.

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





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**19. IMPROVEMENTS DURING LEASE**

- 19.1 Throughout the term of this lease the Lessee will have the right to construct, alter, upgrade, relocate and demolish at the cost of the Lessee any improvements on the Land without the need to obtain the consent of the Lessor provided that any such improvements are consistent with the use of the Land as described in clause 7.
- 19.2 The improvements situated on the Land at the Commencement Date are detailed in Schedule 3.
- 19.3 All improvements situated on the Land at the Commencement Date and any improvements installed or erected on the Land during the term of this lease will be deemed to be the property of the Lessee.

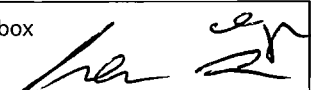
**20. REMOVAL OF FIXTURES FITTINGS AND IMPROVEMENTS**

- 20.1 Subject to clause 20.3, the Lessee will be entitled to remove at any time after the expiration or sooner determination of the term (the Withdrawal Date) all fixtures, fittings and improvements which belong to or which the Lessee has installed on the Land. The Lessee will make good, at the Lessee's cost and to the satisfaction of the Lessor, all resulting damage.
- 20.2 Within the period of 12 months from the Withdrawal Date, the Lessee will, if requested by the Lessor, remove or demolish all improvements on the Land that are derelict (unless such improvements are incapable of being removed because of any lawful requirement that they remain) and the Lessee will make good, at the Lessee's own cost and to the satisfaction of the Lessor, all resulting damage.
- 20.3 All fixtures, fittings and improvements remaining on the Land on the expiry of the period of 12 months from the Withdrawal Date, will become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.

**21. WAIVER**

No waiver or failure to act by the Lessor in respect of any one or more breaches by the Lessee of any covenant or agreement contained in this lease will operate as a waiver of another breach of the same or of any other covenant or agreement.

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



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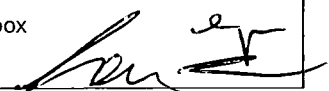
**22. ARBITRATION**

- 22.1 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.
- 22.2 If the parties cannot resolve a dispute or difference within 15 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).
- 22.3 If the parties cannot agree on any dispute resolution technique within a further 15 Working Days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under clause 22.2 then the dispute or difference will be settled by reference to arbitration. Except as otherwise expressly provided in this lease the reference will 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.
- 22.4 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.

**23. SUITABILITY**

No warranty or representation expressed or implied has been or is made by the Lessor that the Land is now suitable or will remain suitable or adequate for use by the Lessee or that any use of the Land by the Lessee will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

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



NGĀTI KURI DEED OF SETTLEMENT  
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24. NOTICES

24.1 Any notice to be given under this lease will be given in writing and served:

24.1.1 in the case of a notice under sections 245 or 246 of the PLA 2007, in the manner prescribed by section 353 of the PLA 2007; and

24.1.2 in all other cases, unless otherwise required by sections 352 to 361 of the PLA 2007:

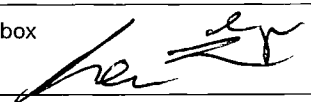
- (a) in the manner authorised by sections 354 to 361 of the PLA 2007; or
- (b) by personal delivery, or by post or by facsimile or, if the parties agree in writing, other reasonably secure and responsible means of electronic communication that is generally accepted as appropriate at the relevant time for the provision of formal notices (Electronic Notice),

to the addressee at the address set out in clause 24 or, if a notice of a change of address has been given by the addressee to the other party, then to that new address.

24.1.3 No notice will be effective until received. In respect of the means of service specified in clause 24.1.2(b) a notice or communication will, however, be deemed to be received by the addressee:

- (a) in the case of personal delivery, when delivered;
- (b) in the case of delivery by post, on the third Working Day following the date of posting;
- (c) in the case of facsimile, on the Working Day on which it is sent in full without transmission error or, if sent after 5:00pm on a Working Day or on a non-Working Day, on the next Working Day after the date of sending in full without transmission error; and
- (d) in the case of Electronic Notice, if the parties agree notices may be sent by this method, when acknowledged by the addressee by return Electronic Notice (other than an automatic acknowledgement) or otherwise in writing.

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24.1.4 For as long as Maritime New Zealand is the Lessee under this lease, the address for service of the Lessee for the purposes of clause 24.1.2 (b), unless the Lessee notifies the Lessor otherwise, will be:

Maritime New Zealand  
Level 10, Optimisation House  
1 Grey Street  
**Wellington**

Postal address:  
PO Box 25620  
**Wellington 6146**

Facsimile: (04) 494-1263

24.1.5 For as long as the trustees of Te Rūnanga Nui o Te Aupōuri Trust is a Lessor under this lease, the address for service of Te Rūnanga Nui o Te Aupōuri Trust for the purposes of clause 24.1.2(b) unless Te Rūnanga Nui o Te Aupōuri Trust notifies the Lessee otherwise, will be:

Trustees of Te Rūnanga Nui o Te Aupōuri Trust  
Far North Road  
**Te Kao**

Postal address:  
Te Kao PDC  
RD 4  
**Kaitaia 0484**

Email: info@teaupouri.iwi.nz

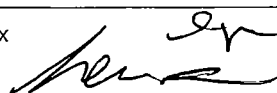
24.1.6 For as long as the trustees of Te Manawa O Ngāti Kuri Trust is a Lessor under this lease, the address for service of Te Manawa O Ngāti Kuri Trust for the purposes of clause 24.1.2(b), unless Te Manawa O Ngāti Kuri Trust notifies the Lessee otherwise, will be:

Trustees of Te Manawa O Ngāti Kuri Trust  
Te Manawa O Ngāti Kuri Trust  
5399 Main North Road  
Ngataki RD4  
**Kaitaia 0484**

Phone: (09) 409 8151

Facsimile: (09) 409 8251

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25. DEFINITIONS AND INTERPRETATION

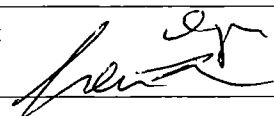
25.1 **Definitions:** In this lease, unless the context requires otherwise:

- (a) **Adjoining Land** has the meaning given to it in clause 8.1.
- (b) **Arc of Light** has the meaning given to it in clause 17.2.
- (c) **Electronic Notice** has the meaning given to it in clause 24(a)(ii)(B).
- (d) **Land** has the meaning given to it in item 1 of Schedule 2.
- (e) **PLA 2007** means the Property Law Act 2007.
- (f) **Termination Notice** has the meaning given to it in clause 2.
- (g) **Withdrawal Notice** has the meaning given to it in clause 20.1.
- (h) **Working Day** has the meaning given to it in the PLA 2007.

25.2 **Interpretation:** In this lease unless the context otherwise requires:

- (a) The expressions the Lessor and the Lessee will be deemed to include where appropriate the executors, administrators, successors and permitted assigns of the Lessor and the Lessee.
- (b) month means calendar month.
- (c) writing will include words visibly represented or reproduced.
- (d) Covenants by any two or more persons will be joint and several.
- (e) Headings have been inserted for guidance only and will not be deemed to form part of the context.
- (f) Words importing any gender will include all other genders.
- (g) Words importing the singular will include the plural and vice versa.
- (h) Payments will be made in the lawful currency of New Zealand.

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



NGĀTI KURI DEED OF SETTLEMENT  
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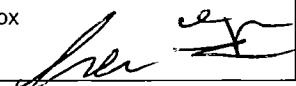
Lease instrument

Dated

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- (i) References to schedules are references to schedules in this lease and clauses are references to clauses in the 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 6) unless expressly stated otherwise.
- (j) 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.

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

Handwritten signatures and initials in black ink, appearing to be 'Ler' and 'er'.

NGĀTI KURI DEED OF SETTLEMENT  
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SCHEDULE 2

1. Land

All that parcel of bare land shown as Section 2 S.O. 457794, a copy of the plan annexed comprising part of the Lessor's land containing 0.1542 hectares, more or less (the *Land*).

2. Commencement Date

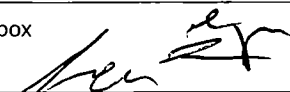
[ ]

3. Permitted Use

This lease gives the Lessee:

- (a) free and exclusive use of the Land for the purpose of providing an aid to navigation;
- (b) the right to upgrade the equipment and structures on the Land to ensure the aid to navigation meets national and international standards. This includes the routine replacement of existing equipment and the ability to enhance and add additional services. These services are not limited to, but may include: Automatic Identification (AIS) transmitters; radio transmitting and receiving devices associated with e-navigation; and their associated infrastructure and power supplies; and
- (b) the right to land a helicopter.

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



NGĀTI KURI DEED OF SETTLEMENT  
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6.2: LEASE WITH MARITIME NEW ZEALAND IN RELATION TO MURIMOTU ISLAND

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SCHEDULE 3  
Improvements on Land as at Commencement Date



North Cape Site Overview

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



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North Cape Tower, Solar Panels and Tsunami Equipment

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

A handwritten signature in black ink, appearing to be 'M. K. G.', written over a rectangular box.

NGĀTI KURI DEED OF SETTLEMENT  
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**Title Plan - SO 457794**

Survey Number SO 457794  
 Surveyor Reference 21055 OFFICE OF TREATY SETTLEMENTS  
 Surveyor Kurt Eric Watson  
 Survey Firm Survey & Planning Solutions (2010) Limited  
 Surveyor Declaration I Kurt Eric Watson, being a licensed cadastral surveyor, certify that:  
 (a) this dataset provided by me and its related survey are accurate, correct and in accordance with the  
 Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and  
 (b) the survey was undertaken by me or under my personal direction  
 Declared on 15 Oct 2012 03:07 PM

Survey Details

Dataset Description SECTIONS 1 & 2  
 Status Approved as to Survey  
 Land District North Auckland Survey Class Class B  
 Submitted Date 15/10/2012 Survey Approval Date 30/10/2012  
 Deposit Date

Territorial Authorities

Far North District

Comprised In

CT NA138A/291

Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Section 2 Survey Office Plan 457794	Legalisation	0.1542 Ha	
Section 1 Survey Office Plan 457794	Legalisation	8.6958 Ha	
Area A Survey Office Plan 457794	Land Covenant		
Area B Survey Office Plan 457794	Land Covenant		
Marginal Strip C Survey Office Plan 457794	Marginal Strip - Movable		
<b>Total Area</b>		<b>8.8500 Ha</b>	

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

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

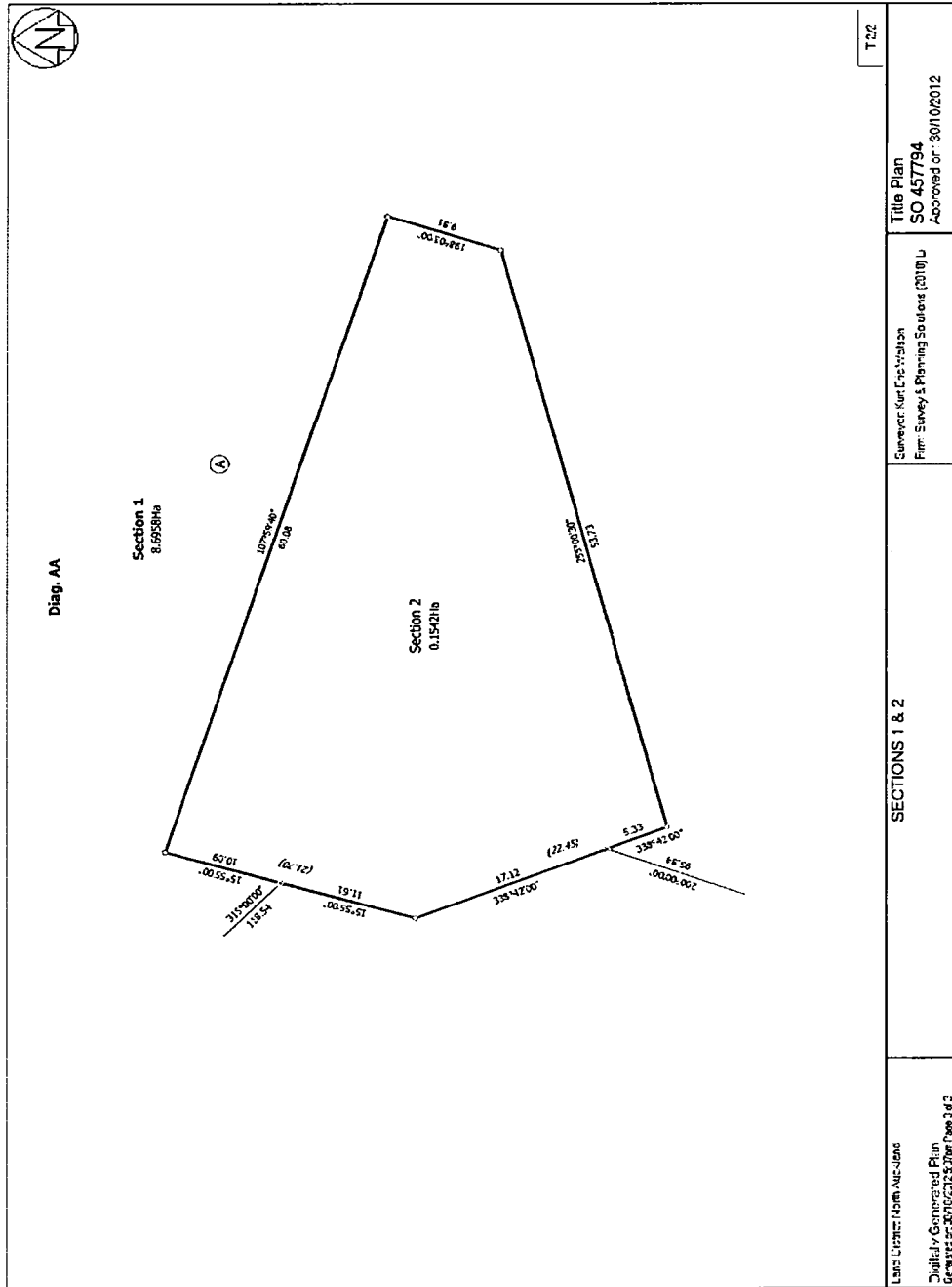
6.2: LEASE WITH MARITIME NEW ZEALAND IN RELATION TO MURIMOTU ISLAND

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T 22	Title Plan SO 457794 Approved on: 30/10/2012
Conveyer: Kuri Corporation Firm: Survey & Planning Solutions (2010) L	SECTIONS 1 & 2
Land: Uruwhi North Ahi-Jano	Drafted by: Geopressed Plan Generated on: 30/10/2012 3:20pm Page 3 of 3

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

*[Handwritten signature]*

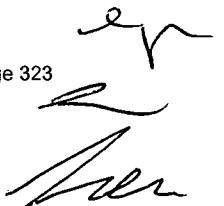
NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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6.3 LEASE WITH MARITIME NEW ZEALAND IN RELATION TO  
TE RERENGA WAIRUA

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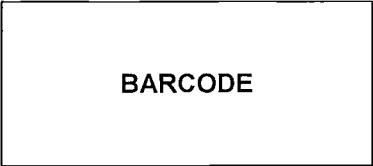


**NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

**6.3: LEASE WITH MARITIME NEW ZEALAND IN RELATION TO TE RERENGA WAIRUA**

**LEASE INSTRUMENT**

Section 115, Land Transfer Act 1952



Land registration district

Northland

Unique identifier(s) or C/T(s)    All/part    Area/description of part or stratum

[insert]    [insert]    [Insert legal description]

**Lessor** *Surname must be underlined*

[insert trustee names of] **TE MANAWA O NGĀTI KURI TRUST**

**Lessee** *Surname must be underlined*

**MARITIME NEW ZEALAND**

**Estate or interest\*** *Insert "fee simple", "leasehold in lease number", etc.*

Fee simple

**Term**

999 years

**Rent**

[\$1.00 plus GST per annum]

**Operative clause** *Set out the terms of lease in Annexure Schedule(s)*

The Lessor leases to the Lessee and the Lessee accepts the lease of the above estate or interest in the land in the above certificate(s) of title or computer register(s) for the above term and at the above rent and on the terms of lease set out in the Annexure Schedule(s).

**Dated this**                      day of                      20

**Attestation**

Signed by the trustees of <b>Te Manawa O Ngāti Kuri Trust</b> by:	<b>Signed in my presence by the Lessor</b>
	_____ <i>Signature of witness</i> Witness to complete in BLOCK letters (unless legibly printed) Witness name: Occupation: Address:
Signature [common seal] of Lessor	

Signed by <b>Maritime New Zealand</b> by:	<b>Signed in my presence by the Lessee</b>
	_____ <i>Signature of witness</i> Witness to complete in BLOCK letters (unless legibly printed) Witness name: Occupation: Address:
Signature [common seal] of Lessee	

Certified correct for the purposes of the Land Transfer Act 1952 [Solicitor for] the Lessee

\* The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased.

NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.3: LEASE WITH MARITIME NEW ZEALAND IN RELATION TO TE RERENGA WAIRUA

**Annexure  
Schedule 2**

Lease instrument                      Dated                                      Page 1 of 11 pages

**1. TERM**

In consideration of the rent payable under this Lease, and of the Lessee's covenants, terms and agreements, express and implied contained in this Lease, the Lessor leases to the Lessee the land described in Item 1 of Schedule 1 ("**the Land**") for the term set out in this Lease instrument.

**2. EARLY TERMINATION**

- 2.1 The Lessee may terminate this Lease by giving not less than 12 months' written notice to the Lessor setting out the date of termination of this Lease ("Termination Notice").
- 2.2 The Lessee will give the Termination Notice if the Lessee no longer requires the Land for the purposes of an aid to navigation site or any other maritime safety related purpose.
- 2.3 This Lease will expire upon the date set out in the Termination Notice but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of this Lease.

**3. PAYMENT OF RENT**

- 3.1 The Lessee will pay the rent specified in this Lease instrument if demanded by the Lessor in advance each year during the term of this Lease from the Commencement Date specified in Item 3 of Schedule 1.
- 3.2 The Lessee will pay the Goods and Services Tax or any tax in the nature of Goods and Services Tax payable by the Lessor in respect of the rent and the tax will be paid on each occasion when any rent payment falls due for payment and will be payable to the Lessor or as the Lessor directs.

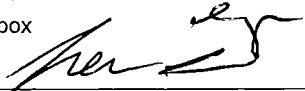
**4. OUTGOINGS AND OTHER COSTS**

The Lessee will pay all costs relating and incidental to the provisions of electricity, gas, water or other utilities and any other work directly associated with the construction, maintenance and operation of any aid to navigational aid structure and ancillary services.

**5. MAINTENANCE**

The Lessee will:

- 5.1.1 at all times, maintain and repair all improvements erected or situated on the Land;

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

NGĀTI KURI DEED OF SETTLEMENT  
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6.3: LEASE WITH MARITIME NEW ZEALAND IN RELATION TO TE RERENGA WAIRUA

Annexure  
Schedule 2

Lease instrument                      Dated                                      Page 2 of 11 pages

5.1.2 at all times, maintain the grounds surrounding the Navigational Tower including trimming vegetation when the Lessee considers it is necessary; and

5.1.3 upon the expiration or sooner determination of this Lease, yield up the Land to the Lessor clean and free from rubbish and in good and substantial repair, order and condition.

**6. ASSIGNMENT**

The Lessee will not assign, sublease or otherwise part with the possession of the Land or any part of the Land without first obtaining the written consent of the Lessor to such assignment or other parting with possession. Any such consent will not be unreasonably or arbitrarily withheld or delayed in the case of a respectable responsible and solvent proposed assignee or sublessee of the whole of the Land. Such consent is not required to the assignment of this Lease to any successor organisation of the Lessee.

**7. PERMITTED USE**

The Lessee will not use or permit to be used the Land or any part of the Land for any purpose other than that use specified in Item 4 of Schedule 1 ("the Permitted Use") and such permitted use will be subject always to the provisions of clause 10.1.

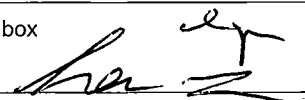
**8. EXTERIOR SIGNS**

8.1 The Lessee will not affix, paint or exhibit or permit to be affixed, painted or exhibited any name sign, nameplate, signboard, or advertisement of any description on or to the Land without the Lessor's prior written consent. Such consent will not be unreasonably or arbitrarily withheld or delayed.

8.2 Despite clause 8.1, the Lessee will be entitled to erect on the Land a sign indicating the nature of the aid to navigation or describing the Lessee's use of the Land or any public information relevant to that use.

8.3 The Lessee will, at the end or sooner determination of the term of this Lease, remove any such name sign, nameplate, signboard or advertisement which has been authorised by the Lessor and make good any resulting damage.

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



NGĀTI KURI DEED OF SETTLEMENT  
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6.3: LEASE WITH MARITIME NEW ZEALAND IN RELATION TO TE RERENGA WAIRUA

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Schedule 2**

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**9. NO NOXIOUS USE**

9.1 The Lessee will not:

9.1.1 bring in or upon or store within the Land any machinery, goods or any other things of an offensive, noxious, illegal or dangerous nature;

9.1.2 use the Land or allow it to be used for any noisesome or offensive act, trade or business; or

9.1.3 do anything or allow anything to be done which may cause annoyance, nuisance, damage or disturbance to the Lessor or the owners or occupiers of adjoining land,

provided that the Permitted Use will not by itself be a breach of this clause.

**10. COMPLIANCE WITH STATUTES AND REGULATIONS**

10.1 The Lessee will comply with the provisions of all:

10.1.1 statutes, ordinances, regulations and by-laws in any way relating to or affecting the Land or the use of the Land; and

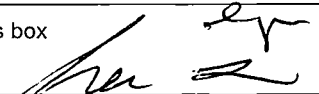
10.1.2 licences, requisitions and notices issued made or given by any competent authority in respect of the Land or the use of the Land and will promptly provide the Lessor with a copy of any such requisition or notice.

10.2 The Lessee will at all times and from time to time during the term of this Lease clear and keep the Land clear of all noxious weeds and vermin and, in particular, will comply in all respects with the provisions of the Biosecurities Act 1993 and all notices issued pursuant to that Act.

**11. RISK**

The Lessee agrees to occupy and use the Land and any improvement on the Land at the Lessee's risk except where the Lessor or any person under the Lessor's control is at fault or negligent through their own acts or omissions.

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





NGĀTI KURI DEED OF SETTLEMENT  
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**12. INDEMNITY**

- 12.1 The Lessee will indemnify the Lessor from and against all damage or loss suffered or incurred in consequence of any negligent act or omission on the part of the Lessee or those under the control of the Lessee and, in particular, will fully recompense the Lessor for any charges or expenses incurred by the Lessor in making good any damage to the Land resulting from any such negligent act or omission.
- 12.2 The Lessor will indemnify the Lessee from and against all damage or loss suffered or incurred in consequence of any negligent act or omission on the part of the Lessor or those under the control of the Lessor and, in particular, will fully recompense the Lessee for any charges or expenses incurred by the Lessee in making good any damage to the Land resulting from any such negligent act or omission.

**13. COSTS**

- 13.1 The parties will pay their own solicitors' costs of preparing and finalising this Lease or any renewal or variation of this Lease.
- 13.2 The Lessee will pay all costs, charges and expenses for which the Lessor becomes liable for 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.

**14. REGISTRATION**

- 14.1 The Lessor will register this Lease at the cost of the Lessee.
- 14.2 The Lessor will be responsible for any survey and other costs (other than registration fees) incurred to enable registration of this Lease.

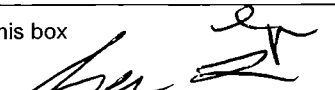
**15. QUIET ENJOYMENT**

As long as the Lessee complies with the terms of this Lease, the Lessee will peaceably hold and enjoy the Land during the term without interruption by the Lessor, or any person claiming under the Lessor.

**16. RATES AND UTILITY CHARGES**

The Lessor will pay promptly as they fall due all payments for local authority rates and land tax or any such tax imposed in relation to the Land as well as other outgoings payable in respect of the Land, including principal and interest due under any mortgage registered against the Land, and indemnifies the Lessee against any costs, claims, demands or liabilities which the Lessee may suffer or incur as a result of any breach of this covenant by the Lessor.

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



NGĀTI KURI DEED OF SETTLEMENT  
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6.3: LEASE WITH MARITIME NEW ZEALAND IN RELATION TO TE RERENGA WAIRUA

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**17. DEFAULT BY LESSEE**

If at any time during the term of this Lease:

17.1.1 the Lessee breaches any of the terms of, or the covenants, obligations or agreements of the Lessee contained or implied in, this Lease (other than the covenant to pay rent) and fails to remedy the breach within the period specified in a notice served on the Lessee in accordance with section 246 of the PLA 2007; or

17.1.2 the Lessee is insolvent, bankrupt or liquidated (except for the purpose of a solvent reconstruction or voluntary liquidation previously approved by the Lessor),

then, in addition to the Lessor's right to apply to the Court for an order of possession, the Lessor may cancel this Lease by re-entering the Land. Any cancellation will be without prejudice to the rights of either party against the other.

**18. IMPROVEMENTS DURING LEASE**

18.1 Subject always to clause 20, throughout the term of this Lease, the Lessee will have the right to construct, alter, upgrade, relocate, renew, replace and demolish at the cost of the Lessee any improvements on the Land without the need to obtain the consent of the Lessor provided that any such improvements are consistent with the Permitted Use.

18.2 The improvements situated on the Land at the Commencement Date are detailed in Schedule 2 of this Lease.

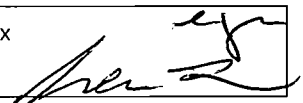
18.3 All improvements situated on the Land at the Commencement Date and any improvements installed or erected on the Land during the term of this Lease will be deemed to be the property of the Lessee.

**19. REMOVAL OF FIXTURES FITTINGS AND IMPROVEMENTS**

19.1 Subject always to clauses 19.3 and 20, the Lessee will be entitled to remove at any time after the expiration or sooner determination of the term ("the Withdrawal Date") all fixtures, fittings and improvements which belong to or which the Lessee has installed on the Land. The Lessee will make good, at the Lessee's cost and to the satisfaction of the Lessor, all resulting damage.

19.2 Within the period of 12 months from the Withdrawal Date, the Lessee will, if requested by the Lessor, remove or demolish all improvements on the Land that are derelict (unless such improvements are incapable of being removed because of any lawful requirement that they remain) and the Lessee will make good, at the Lessee's own cost and to the satisfaction of the Lessor, all resulting damage.

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



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19.3 All fixtures, fittings and improvements remaining on the Land on the expiry of the period of 12 months from the Withdrawal Date, will become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.

**20. CONSULTATION**

Prior to the Lessee exercising its rights under clauses 18 and 19, the parties acknowledge and agree that the parties shall first consult with each other and other relevant authorities (including the Department of Conservation and the Historic Places Trust) at all times in good faith in determining the continued placement of the Navigational Tower on the Land.

**21. WAIVER**

No waiver or failure to act by the Lessor in respect of any one or more breaches by the Lessee of any covenant or agreement contained in this Lease will operate as a waiver of another breach of the same or of any other covenant or agreement.

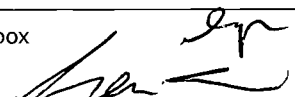
**22. ARBITRATION**

22.1 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.

22.2 If the parties cannot resolve a dispute or difference within 15 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).

22.3 If the parties cannot agree on any dispute resolution technique within a further 15 Working Days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under clause 22.2 then the dispute or difference will be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference will 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.

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NGĀTI KURI DEED OF SETTLEMENT  
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22.4 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.

**23. SUITABILITY**

No warranty or representation expressed or implied has been or is made by the Lessor that the Land is now suitable or will remain suitable or adequate for use by the Lessee or that any use of the Land by the Lessee will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

**24. NOTICES**

24.1 Any notice to be given under this Lease will be given in writing and served:

24.1.1 in the case of a notice under sections 245 or 246 of the PLA 2007, in the manner prescribed by section 353 of the PLA 2007; and

24.1.2 in all other cases, unless otherwise required by sections 352 to 361 of the PLA 2007:

24.1.3 in the manner authorised by sections 354 to 361 of the PLA 2007; or

24.1.4 by personal delivery, or by post or by facsimile or, if the parties agree in writing, other reasonably secure and responsible means of electronic communication that is generally accepted as appropriate at the relevant time for the provision of formal notices ("Electronic Notice"),

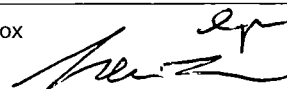
to the addressee at the address set out in this clause 24 or, if a notice of a change of address has been given by the addressee to the other party, then to that new address.

24.2 No notice will be effective until received. In respect of the means of service specified in clause 24.1 a notice or communication will, however, be deemed to be received by the addressee:

24.2.1 in the case of personal delivery, when delivered;

24.2.2 in the case of delivery by post, on the third Working Day following the date of posting;

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NGĀTI KURI DEED OF SETTLEMENT  
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24.2.3 in the case of facsimile, on the Working Day on which it is sent in full without transmission error or, if sent after 5pm on a Working Day or on a non-Working Day, on the next Working Day after the date of sending in full without transmission error; and

24.2.4 in the case of Electronic Notice, if the parties agree notices may be sent by this method, when acknowledged by the addressee by return Electronic Notice (other than an automatic acknowledgement) or otherwise in writing.

24.3 For as long as Maritime New Zealand is the Lessee under this Lease, the address for service of the Lessee for the purposes of clause 24.1(b)(ii), unless the Lessee notifies the Lessor otherwise, will be:

Maritime New Zealand  
Level 10, Optimisation House  
1 Grey Street  
**Wellington**

Postal address:  
PO Box 25620  
**Wellington 6146**

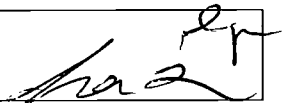
Facsimile:      (04) 494-1263

24.4 For as long as Te Manawa O Ngāti Kuri Trust is a Lessor under this Lease, the address for service of Te Manawa O Ngāti Kuri Trust for the purposes of clause 24.1(b)(ii), unless Te Manawa O Ngāti Kuri Trust notifies the Lessee otherwise, will be:

Trustees of Te Manawa O Ngāti Kuri Trust  
5399 Main North Road  
Ngataki RD4  
Kaitaia 0464

Phone:                      (09) 409 8151  
Facsimile:                (09) 409 8251

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



NGĀTI KURI DEED OF SETTLEMENT  
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25. DEFINITIONS AND INTERPRETATION

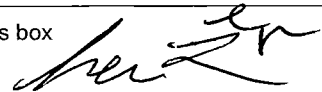
25.1 **Definitions:** In this Lease, unless the context requires otherwise:

- (a) "**Electronic Notice**" has the meaning given to it in clause 24.1(b)(ii).
- (b) "**Land**" has the meaning given to it in Item 1 of Schedule 1.
- (c) "**Navigational Tower**" means that navigational facility and associated equipment known as Cape Reinga Lighthouse.
- (d) "**PLA 2007**" means the Property Law Act 2007.
- (e) "**Termination Notice**" has the meaning given to it in clause 2.
- (f) "**Working Day**" has the meaning given to it in the PLA 2007.

25.2 **Interpretation:** In this Lease unless the context otherwise requires:

- (a) The expressions **the Lessor** and **the Lessee** will be deemed to include where appropriate the executors, administrators, successors and permitted assigns of the Lessor and the Lessee.
- (b) **month** means calendar month.
- (c) **writing** will include words visibly represented or reproduced.
- (d) Covenants by any two or more persons will be joint and several.
- (e) Headings have been inserted for guidance only and will not be deemed to form part of the context.
- (f) Words importing any gender will include all other genders.
- (g) Words importing the singular will include the plural and vice versa.
- (h) Payments will be made in the lawful currency of New Zealand.
- (i) References to schedules are references to schedules in this Lease and clauses are references to clauses in the 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 6) unless expressly stated otherwise.
- (j) 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.

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

6.3: LEASE WITH MARITIME NEW ZEALAND IN RELATION TO TE RERENGA WAIRUA

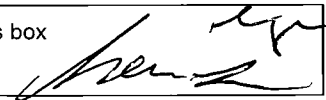
Annexure  
Schedule 2

Lease instrument Dated Page 10 of 11 pages

SCHEDULE 1

1. **Land:** All that parcel of land being Section [ ] on SO [ ] comprising part of the Lessor's land containing approximately [100] square metres ("**the Land**").
2. **Term:** 999 years.
3. **Commencement Date:** [to insert]
4. **Permitted Use:** This Lease gives the Lessee:
  - (a) free and exclusive use of the Land for the purpose of providing an aid to navigation; and
  - (b) the right to upgrade the equipment and structures on the Land to ensure the aid to navigation meets national and international standards. This includes the routine replacement of existing equipment and the ability to enhance and add additional services. These services are not limited to, but may include: Automatic Identification (AIS) transmitters; radio transmitting and receiving devices associated with e-navigation; and their associated infrastructure and power supplies.
5. **Lessee's Property Improvements:** [See Schedule 2.]
6. **Rent:** [\$1.00 plus GST per annum].

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



NGĀTI KURI DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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SCHEDULE 2  
LESSEE'S IMPROVEMENTS

A handwritten signature in black ink, appearing to be 'M. H. H.', is located in the bottom right corner of the page.