RANGITĀNE O WAIRARAPA AND RANGITĀNE O TAMAKI NUI-Ā-RUA

and

THE TRUSTEES OF THE RANGITĀNE TŪ MAI RĀ TRUST

and

THE CROWN

DEED OF SETTLEMENT SCHEDULE: DOCUMENTS

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1 OVERLAY CLASSIFICATION

1.1 Overlay classification created over Castlepoint Scenic Reserve

Description of area

Castlepoint Scenic Reserve (as shown on OTS-204-12).

Preamble

Through the provisions of the shared redress legislation, the Crown will acknowledge the statement by the trustees of their cultural, spiritual, historic and/or traditional values relating to Castlepoint Scenic Reserve.

Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua Values

Rangiwhakaoma (Castlepoint) has always been an important location for Rangitāne. It is one of the earliest sites of human occupation in Aotearoa. The lagoon made a natural sheltered stopping point for travellers along the Eastern coastline, where they could replenish food and water supplies. Rangiwhakaoma is associated with the earliest Rangitāne ancestors, and has a long history of Rangitāne occupation and resource use. Kupe came to Rangiwhakaoma, where he battled the octopus Te Wheke o Muturangi, which had hidden in a cave under the headland.

The next explorer was Whātonga, the grandfather of Rangitāne, who settled for a time at Rangiwhakaoma where he built a pā called Matirie. The pā was on the site of the current lighthouse. Matirie was originally for general occupation, but over time the people moved to a kāinga in the bay, while only high ranking chiefs occupied the pā. The pā and kāinga were still occupied when Pākehā arrived in the district.

There are many wāhi tapu and urupā in the vicinity of Rangiwhakaoma. The Ngatamatea cemetery was a Māori burial ground and Rangitāne consider that sand hills which extend north along the Ocean Beach (north of Castlepoint) to be an extended urupā. The sand hills were used by Rangitāne as burial grounds, and kōiwi and other artifacts are exposed by the elements from time to time.

The Ocean Beach was traditionally used by Ngāti Hāmua as part of their seasonal migration routes. Camps were established at the beach for making use of the fishing grounds at Rangiwhakaoma, and preserving kaimoana. This practice was maintained post-Pākehā settlement.

The hapū most closely associated with Rangiwhakaoma is Te Hika o Pāpāuma, who are descended from Kupe, and closely related to Ngāti Hāmua through intermarriage. In the nineteenth century, rangatira such as Te Potangaroa and Te Korou exercised mana inland and along the coastal area.

Protection Principles

The following protection principles are agreed by the Minister for Conservation and Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua and the mandated representatives of Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua for the purposes of avoiding harm to, or in the diminishing of iwi values related to Castlepoint Scenic Reserve:

(a) protection of wāhi tapu, wāhi tupuna, wāhi taonga, significant places, traditional materials and resources, flora and fauna, water and the wider environment of the Reserve;

(b) recognition and respect for Rangitāne o Wairarapa, Rangitāne o Tamaki nui-ā-Rua and Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua mana, kaitiakitanga, tīkanga/ kawa over and in the Reserve and in particular their relationship with wāhi tapu, wāhi tupuna and wāhi taonga of the Reserve, and their relevance to the protection of Castlepoint Scenic Reserve;

(c) encouragement of recognition and respect for the association of Rangitāne o Wairarapa, Rangitāne o Tamaki nui-ā-Rua and Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua with the Reserve;

(d) accurate portrayal of the association and kaitiakitanga relationship of Rangitāne o Wairarapa, Rangitāne o Tamaki nui-ā-Rua and Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua with the Reserve;

(e) protection of indigenous flora and fauna and waters within Castlepoint Scenic Reserve and its immediate environs;

(f) recognition of the interest of Rangitāne o Wairarapa, Rangitāne o Tamaki nui-ā-Rua and Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua in actively protecting indigenous species, and the ecosystems in the Reserve; and

(g) recognition of Rangitāne o Wairarapa, Rangitāne o Tamaki nui-ā-Rua and Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua mahinga kai and the provision of cultural resources in the Reserve.

Actions by the Director-General of Conservation in relation to specific principles

Pursuant to clause 5.1.4 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation (**the Department**) in relation to the specific principles:

(a) the Department staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about Rangitāne o Wairarapa, Rangitāne o Tamaki nui-ā-Rua and Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua values related to the Reserve and will be encouraged to respect the association the iwi have with the Reserve including their role as kaitiaki;

(b) the Department will engage with the trustees regarding the provision of all new Department public information or educational material related to the Reserve and where appropriate the content will reflect the significant relationship of the iwi with Castlepoint Scenic Reserve;

(c) the Department will only use Rangitāne o Wairarapa, Rangitāne o Tamaki nui-ā-Rua and Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua cultural information relating to the Reserve with the consent of the trustees;

(d) the Department will engage with the trustees on the design and location of any new signs in the Reserve to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;

(e) the public will be informed that the removal of all rubbish and wastes from Castlepoint Scenic Reserve is required;

(f) significant earthworks and soil/vegetation disturbance (other than for ongoing track maintenance) will be avoided where possible;

(g) where significant earthworks and disturbances of soil and vegetation cannot be avoided, Rangitāne o Wairarapa, Rangitāne o Tamaki nui-ā-Rua and Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua will be consulted and particular regard had to their views, including those relating to kōiwi (human remains) and archaeological sites;

(h) any kōiwi or other taonga found or uncovered will be left untouched and contact made as soon as possible with Rangitāne o Wairarapa, Rangitāne o Tamaki nui-ā-Rua and Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua to ensure representation is present on site to deal with the kōiwi or taonga in accordance with their tīkanga, noting that the treatment of the kōiwi or other taonga will also be subject to any procedures required by law;

(i) the Department of Conservation staff will consult the trustees over any proposed introduction or removal of indigenous species to and from Castlepoint Scenic Reserve;

(j) the Department of Conservation will recognise the importance of the indigenous species and ecosystems of the Reserve to Rangitāne o Wairarapa, Rangitāne o Tamaki nui-ā-Rua and Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua by monitoring the health of, and threats to, Castlepoint Scenic Reserve and by advocating sound and sustainable environmental planning principles and processes;

(k) the Department of Conservation will foster a collaborative approach to working with Rangitāne o Wairarapa, Rangitāne o Tamaki nui-ā-Rua and Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua in respect of the ongoing management of the Reserve including informing the trustees of all monitoring plans, activities and processes for the protection of indigenous flora and fauna in the Reserve; and identifying opportunities for iwi involvement.

1.2 **Overlay classification created over Haukōpuapua Scenic Reserve**

Description of area

Haukōpuapua Scenic Reserve (as shown on OTS-204-13).

Preamble

Pursuant to sections 42 to 56 of the draft settlement bill (clause 5.1.2 of the deed of settlement), the Crown acknowledges the statement by the trustees of their cultural, spiritual, historic and/or traditional values relating to Haukōpuapua Scenic Reserve.

Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua Values

Haukōpuapua Scenic Reserve is at the junction of the Manawatū and Mangatainoka Rivers, beside the railway and road bridge. At the south-western corner, the Tiraumea River joins the Mangatainoka. Across the river from Haukōpuapua is Ngaawapūrua (confluence of two rivers) which was an important Rangitāne settlement area. The flat land around the river junctions, which was sometimes flooded, created naturally fertile rich soils. The land around Haukōpuapua was a mahinga kai for various Rangitāne hapū. Rangitāne from Tahoraiti, Mātaikona and Hāmua would travel seasonally to Haukōpuapua to plant and later harvest from cultivations, and to catch tuna.

The Ngāti Hāmua and Ngāti Mutuahi rangatira, Nireaha Tamaki, was born at Pakawau near Haukōpuapua. In the early 1870s, he was one of the chiefs who insisted on retaining the land at Mangatainoka, including Haukōpuapua. Nireaha used his land at Ngaawapūrua and Hāmua to grow wheat for sale and raise cattle.

The rivers have always been important to Rangitāne as a means of transport, mahinga kai, and part of their cultural identity. When Pākehā began exploring Te Tapere-nui-o-Whātonga (also known as Seventy Mile bush), Rangitāne assisted them to both travel on, and cross the Manawatū River. Early settlers were reliant on Rangitāne at Ngaawapūrua to cross the river by ferry.

The first bridge was built across the river at Ngaawapūrua in about 1880, which ran across the site of a Rangitāne urupā. The bridge was washed away by a flood soon after. The next bridge was constructed in 1885, after Rangitāne leaders removed the tapu from the site, and relocated the kōiwi to Hāmua.

Protection Principles

The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of the Rangitāne values related to Haukōpuapua Scenic Reserve:

(a) protection of wāhi tapu, significant places, traditional materials and resources, flora and fauna, water and the wider environment of Haukōpuapua;

(b) recognition of Rangitāne mana, kaitiakitanga, tikanga/kawa over and within Haukōpuapua;

(c) respect for Rangitāne tikanga and kaitiakitanga within Haukōpuapua;

(d) encouragement of recognition and respect for the Rangitāne association with Haukōpuapua;

(e) accurate portrayal of the Rangitāne association and kaitiakitanga relationship with Haukōpuapua;

(f) respect for and recognition of the Rangitāne relationship with the wāhi tapu and wāhi whakahirahira; and

(g) recognition of the Rangitāne interest in actively protecting indigenous species within Haukōpuapua.

Actions by the Director-General of Conservation in relation to specific principles

Pursuant to clause 5.1.4 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation (the Department) in relation to the specific principles:

(a) the Department staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about Rangitāne values related to Haukōpuapua and will be encouraged to respect the Rangitāne association with Haukōpuapua;

(b) the Department will engage with the trustees regarding the provision of all new Department public information or educational material related to Haukōpuapua, and the Department will only use Rangitāne cultural information with the consent of the trustees;

(c) the association Rangitāne have with Haukōpuapua will be accurately portrayed in all new Department information and educational material related to Haukōpuapua;

(d) the Department will engage with the trustees on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;

(e) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, the trustees will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wāhi tapu and archaeological sites;

(f) any kōiwi or other taonga found or uncovered by the Department within Haukōpuapua will be left untouched and the trustees informed as soon as possible to enable Rangitāne to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and

(g) the Department will ensure that Rangitāne are informed of any indigenous species management programmes and will identify opportunities for Rangitāne involvement.

1.3 **Overlay classification created over Pukaha / Mount Bruce Scenic Reserve and Pukaha / Mount Bruce National Wildlife Centre Reserve**

Description of area

Pukaha / Mount Bruce Scenic Reserve and Pukaha / Mount Bruce National Wildlife Centre Reserve (as shown on OTS-204-14).

Preamble

Pursuant to sections 42 to 56 of the draft settlement bill (clause 5.1.2 of the deed of settlement), the Crown acknowledges the statement by the trustees of their cultural, spiritual, historic and/or traditional values relating to Pukaha / Mount Bruce Scenic Reserve and Pukaha / Mount Bruce National Wildlife Centre Reserve.

Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua Values

The Pukaha / Mount Bruce National Wildlife Centre Reserve is the last substantial remnant of the great forest Te Tapere-nui-o-Whātonga (also known by non Māori as Seventy Mile Bush) which once covered much of northern Wairarapa and the Tamaki Nui-ā-Rua district. Te Tapere-nui-o-Whātonga was one of the most important spiritual, cultural and physical features within the Rangitāne takiwā. For Rangitāne it was a pātaka, which provided food and other natural resources, as well as safe occupation sites. Rangitāne hapū have an original link to the forest through their tupuna Whātonga, who was the grandfather of Rangitāne.

Whātonga = Reretua
|
Tautoki
|
Rangitāne

As part of his journeys around the southern North Island, Whātonga travelled up the Manawatū River into the Tamaki Nui-ā-Rua district. Here he discovered the vast forests, which he named 'Te Tapere-nui-o-Whātonga', which means 'the great district of Whātonga'.

Te Tapere-nui-o-Whātonga covered an extensive area and whilst much of it was dense impenetrable forest, some clearings offered useful spaces for Rangitāne to build their kāinga. The forest offered areas for cultivations in rich soil, with a plentiful supply of timber for buildings, firewood, and waka. Te Tapere-nui-o-Whātonga provided an abundance of kai, including berries and roots, birds and rats. Medicinal plants for rongoa could be gathered to maintain the health of Rangitāne communities. The traditions of Rangitāne state various tracks were established to allow for travel between the various kāinga and camps to go north or south, and tracks which led through and over the Tararua and Ruahine Ranges. One such camp was Tawera, which is just south of Pukaha / Mount Bruce, where the Ruamahanga River exits the Tararua Ranges. The upper Ruamahanga valley was called Te Kauru, meaning "headwaters".

Rangitāne tūpuna knew the undulating nature of the forest so well that they could tell where the maunga were in relation to the direction they were travelling. The area around Pukaha / Mount Bruce is known as Kaiparoro, a name which signals the imminent arrival of inclement weather: 'Ka hū te paroro, paroro kurī, ka kai, ka waipuke te whenua', meaning 'threatening storm clouds loom overhead, signaling inclement weather, as the howl of a solitary dog is heard; the prediction made, the storm arrives and the land is drenched by flooding'.

Protection Principles

The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of the Rangitāne values related to Mount Bruce National Wildlife Reserve and Mount Bruce Scenic Reserve (Pukaha / Mount Bruce):

(a) protection of wāhi tapu, significant places, traditional materials and resources, flora and fauna, water and the wider environment of Pukaha / Mount Bruce;

(b) recognition of Rangitāne mana, kaitiakitanga, tikanga/kawa over and within Pukaha / Mount Bruce;

(c) respect for Rangitāne tikanga and kaitiakitanga within Pukaha / Mount Bruce;

(d) encouragement of recognition and respect for the Rangitāne association with Pukaha / Mount Bruce;

(e) accurate portrayal of the Rangitāne association and kaitiakitanga relationship with Pukaha / Mount Bruce including it being the last remnants of Te Tapere-nui-o-Whātonga (Seventy Mile Bush);

(f) respect for and recognition of the Rangitāne relationship with the wāhi tapu and wāhi whakahirahira; and

(g) recognition of the Rangitāne interest in actively protecting indigenous species within Pukaha / Mount Bruce.

Actions by the Director-General of Conservation in relation to specific principles

Pursuant to clause 5.1.4 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation (the Department) in relation to the specific principles:

(a) the Department staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about Rangitāne values related to Pukaha / Mount Bruce and will be encouraged to respect the Rangitāne association with Pukaha / Mount Bruce;

(b) the Department will engage with the trustees regarding the provision of all new Department public information or educational material related to Pukaha / Mount Bruce, and the Department will only use Rangitāne cultural information with the consent of the trustees;

(c) the association Rangitāne have with Pukaha / Mount Bruce will be accurately portrayed in all new Department information and educational material related to Pukaha / Mount Bruce, including the cultural and historical significance of its connection to Te Tapere-nui-o-Whātonga;

(d) the Department will engage with the trustees on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;

(e) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, the trustees will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wāhi tapu and archaeological sites;

(f) any kōiwi or other taonga found or uncovered by the Department within Pukaha / Mount Bruce will be left untouched and the trustees informed as soon as possible to enable Rangitāne to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and

(g) the Department will ensure that Rangitāne are informed of any indigenous species management programmes and will identify opportunities for Rangitāne involvement.

2 STATEMENTS OF ASSOCIATION

Rangitāne o Wairarapa's and Rangitāne o Tamaki nui-ā-Rua's statements of association are set out below. These are statements of Rangitāne o Wairarapa's and Rangitāne o Tamaki nui-ā-Rua's particular cultural, spiritual, historical, and traditional association with identified areas.

Coastal Marine Area (as shown on deed plan OTS-204-03)

Rangitāne trace their connection to the coastal marine area from Te Aho a Maui (Cape Turnagain) to Turakirae back to the earliest Māori ancestors. The archaeological sites of early Māori coastal settlement, such as those in Palliser Bay, date from the period of Rangitāne occupation. Traditionally, Rangitāne maintained their ancestral relationship with the coastal area for at least 28 generations through migrations to seasonal fishing camps, and knowledge of ancestral relationships and usage rights. The associations to the coastal marine area outlined below include the interests of Te Hika o Pāpāuma.

Te Aho a Maui is the ancestral name for Cape Turnagain on the Wairarapa coastline. The name means 'Maui's fishing line', which is part of the well known story of Maui and his brothers fishing up the land mass now known as the North Island. Further north, Te Matau a Maui, sometimes referred to as Te Kauae a Maui, (Cape Kidnappers) is the hook used by Maui, and the coastline running south is his line. The bend in the line at Cape Turnagain is seen as representing where the line was held. Rangitāne consider Maui to be an important ancestor. Rangitāne's mother was from Te Aitanga-a-Kupe, who were descended from Maui. One of the Rangitāne fishing grounds offshore from Te Aho a Maui was called Poroporo.

The next important ancestor was the great voyager Kupe. When he came to Rangiwhakaoma (Castlepoint), he battled the octopus Te Wheke o Muturangi, which had hidden in a cave in the reef below the lighthouse. The cave is known as Te Ana o te Wheke o Muturangi. Kupe also settled the Kawakawa (Palliser Bay) area. The next explorer was Whātonga, the grandfather of Rangitāne, who settled for a time at Rangiwhakaoma, where he built a pā called Matirie on the site of the current lighthouse. Rangiwhakaoma has always been an important location for Rangitāne. The lagoon made a natural sheltered stopping point for travelers along the Eastern coastline, where they could replenish food and water supplies. Rangiwhakaoma has a long history of Rangitāne occupation and resource use. There are a number of traditional fishing grounds off the coast at Rangiwhakaoma.

There are numerous places along the length of the coastline where Rangitāne had permanent and seasonal occupational sites. Beach-side kāinga were used as a base to harvest koura, inanga, kina, pāua, oysters and other shellfish, shark and other fish species. The beaches were used as location to dry and/or smoke the harvest which was then stored, and could be traded or taken to inland settlements. The locations used by Rangitāne hapū for occupation and coastal resource use include: Tautāne, Wainui, Akitio, Owhanga, Mātaikona, Whakataki, Rangiwhakaoma, Outhaumi, Waimimiha, Whareama, Oruhi, Motukairangi, Uruti, Okautete, Kaihoata, Te Unuunu, Waikekeno, Pukaroro, Te Awaiti, Matakitaki, Ngāwihi, Te Kawakawa (Palliser Bay), and Ōnoke Moana.

Rangitāne have many wāhi tapu along the coastal area. It was traditional for sand dunes to be used for burials, and urupā can be found along the coastline. One such urupā area is the sandhills at Ocean Beach, north of Rangiwhakaoma, where kōiwi and other artifacts are exposed from time to time. Rangitāne were involved in a number of battles at coastal pā, such as Oruhi at Whareama. Battles took place on the beaches and foreshore, where tupuna were killed. Another wāhi tapu is the large rock on the foreshore at Matāikona, Te Rerenga o Te Aohuruhuru, where Aohuruhuru leapt to her death after being shamed by her husband. Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua commemorate locations where drowning's have occurred. In some

dangerous fishing and swimming spots, there is kōrero about taniwha who live below the water who drag swimmers, divers or fishermen to their deaths. For example, a taniwha is said to live under a rock at the mouth of the Owahanga River. The taniwha serves as a warning against the strong currents which can drag swimmers underneath the rock and into the jaws of the taniwha.

Similarly, the octopus Muturangi is said to be responsible for drowning's on the reef at Rangiwhakaoma.

The coastal marine area is of strong significance for Rangitāne people. Whilst most of the kōrero here connects to the landward area, the fishing rohe of Rangitāne extended many miles out to sea and Rangitāne tūpuna intimately knew the nature of the underwater terrain and fishing grounds offshore. Their interests extended well below the sight of land. Te Rua Hikurangi which runs the length of the East Coast is a significant feature. Being a deep undersea trench it brought many deep sea species close in to shore. It was also a migratory route for mammals, koura and tuna (inanga).

While there were many tuku arrangements between Rangitāne and other non-Rangitāne hapū/iwi, Rangitāne maintain their customary rights and interests along their coastal area.

Lowes Bush Scenic Reserve (as shown on deed plan OTS-204-07)

Lowes Bush Scenic Reserve lies on the Taratahi plains between modern day Masterton and Carterton. The plains between the Waingawa River and Wairarapa Moana were once a vast swamp land covered with lowland kahikatea forest. The bush was a popular bird-snaring area with creeks and swamps providing kōkopu, koura, tuna and Te Hau (a specific variety of eel). Lowes Bush is one of the last significant remnants of the Kahikatea Swamp.

Although the swamp lands meant that Rangitāne travellers preferred to use the Ruamahanga River to travel south from Masterton, there was an overland route across the Taratahi plains and on to the Papawai area. The Taratahi name means 'one peak'. It refers to the area known today by non-Māori as Mount Holdsworth, which is the most prominent peak in the Tararua Ranges when viewed from Hauhaupounamu (modern day Carterton).

During the second half of the nineteenth century Rangitāne ancestors associated with the Taratahi area included Raniera and Marakaia Tawaroa and Ngatuere Tawhirimatea Tawhao. Rangitāne know of an old Rangitāne pā site to the east of the scenic reserve.

Rewa Bush Conservation Area (as shown on deed plan OTS-204-11)

The location of Rewa Bush on the hill country between Masterton and the coast south of Castlepoint, in the Whareama area, was within the traditional takiwā of Ngāti Hāmua. Hapū and whānau usually based in the wider Masterton area made seasonal trips to coastal settlements to harvest and dry kaimoana to take back to the inland kāinga. As kaitiaki, they also made use of the food, timber, and rongoa resources in the bush covered ranges of the Whareama area. There were known 'kai trails' for trapping kiore and birds, as well as collecting berries and other kai.

Rangitāne traditions record that Rangitāne leaders made agreements with other closely related hapū who migrated to the area, whereby they occupied land in South Wairarapa District. Rangitāne tūpuna Te Whakamana and his daughter Hineiputerangi, Te Rerewā, Te Angatū, and Te Ikiorangi gave permission for other iwi groups to settle in the area. Although Rangitāne made such gifts of land on the Wairarapa coast, Rangitāne retained rights and continued to occupy the

land. In the Native Land Court, claims for blocks in the wider area were made based on descent from Rangitāne ancestors such as Hinematua.

Rangitāne continue to maintain their kaitiaki role over this block.

Oumakura Scenic Reserve (as shown on deed plan OTS-204-08)

Oumakura is a significant pā site in the hills just inland from the coast. It is part of a region of early Rangitāne settlement and ongoing Rangitāne customary associations.

The nearby coastline from Pahaoa northwards contains archaeological remains of Rangitāne settlements and gardens. The Rangitāne ancestor Te Ikiorangi had coastal kāinga named Mangareia, Waiuru, Waiohaera, and Waiohingaia. The site is also connected to Waikekeno (an area on the coast east of Glenburn) on the coast and was an inland retreat for Rangitāne. A number of taonga have been found nearby, along with remains of Māori gardens and special waterway wāhi tapu. Remains of walled gardens can be seen at Waikekeno. The coastline was an important settlement area and mahinga kai. Following several tuku of land by Rangitāne tūpuna, Rangitāne continued to occupy the area and intermarried with the new migrant peoples.

Ngāti Hāmua whānau, which were usually based at inland settlements, followed seasonal migration patterns to the coastal settlements. They made use of inland pā and kāinga as stopping points along the way to the coast. As well as the food and other resources found in the bush, the springs and pools at Oumakura made it an attractive location for bathing and water supply. Archaeological remains of gardens are evident today at Oumakura.

Pukeahurangi / Jumbo and Pukeamoamo / Mitre (as shown on deed plan OTS-204-09 and OTS-204-10)

Pukeahurangi / Jumbo and Pukeamoamo / Mitre are two of the highest peaks in the Tararua Ranges. Pukeahurangi means ‘high up’ or ‘elevated’ and Pukeamoamo refers to the pou of the wharenui on which the ancestors are carved.

The Tararua Ranges are a key feature in Rangitāne identity and history. Rangitāne traditions state that the iwi is descended from the original ancestors who first journeyed through the area and named the Tararua Ranges. Before Rangitāne himself was born, his grandfather Whātonga explored the southern North Island. He travelled up the Manawatū River and climbed up onto the northern reaches of the Tararua Range. At one stage the clouds parted to reveal two prominent peaks. Whātonga was reminded of his two wives, Hotuwaipara and Reretua, and so he named the mountains ‘Tararua’, meaning twin or two peaks.

Another Rangitāne tradition refers to Kupe, from whom Rangitāne are also descended, who on arrival near Rangiwhakaoma found both the Tararua and Ruahine Ranges clearly visible. Accounts state Kupe was intrigued with the two peaks on the Tararua Range which distinguished themselves from others. This prompted Kupe to reflect on two dear and special female members of his family and so the northern reaches of these ranges he named Ruahine (e rua ngā kohine) and those to the south he named Tararua with inference to the female genital; hence Ruahine and Tararua are an integral part of each other. Another reference to the Tararua’s is ‘Te waewae Kāpiti a Tara rāua ko Rangitāne’ (the spanned legs of Tara [over the ranges]), which refers to Whātonga’s two sons, Tara and Tautoki (the father of Rangitāne). This was a boundary line drawn between Kāpiti Island and Rangiwhakaoma which was said to divide the territory of Tara to the South and Rangitāne to the North.

Pukeamoamo and Pukeahurangi are said to have been named by the Rangitāne ancestor Hinetearorangi. The landmarks linked her to her ancestors, as she would gaze from Tirohanga pā (north of Masterton) and use the twin peaks Pukeamoamo and Pukeahurangi to guide her line of sight towards Kāpiti Island. The important ancestors, Whātonga, Hotuwaipara, Tara, Tuteremoana and Te Wharekohu were buried in a cave at the southern end of the island. The peaks therefore maintained the link between Rangitāne in the Masterton region with their founding ancestors.

Manawatū River (with recorded name Manawatu River) and its tributaries within the Rangitāne Area of Interest (as shown on deed plan OTS-204-04)

The Manawatū River has its origins on the western side of the Ruahine Range. Its primary source is north of modern day Dannevirke. The catchment also includes the rivers south of the gorge which stretch all the way back to Pukaha / Mount Bruce. They include Bruce Stream, Makakahi, Mangatainoka, Tiraumea and Mangahao rivers. All of these waters converge and enter Te Āpiti (the Manawatū Gorge) and flow on through the Manawatū plains and out to sea at Foxton Beach. For Rangitāne o Tamaki nui-ā-Rua, the Manawatū River is an ancestral waterway, which many hapū refer to as the awa in their pepeha. When the Tamaki nui-ā-Rua was covered in forest, the river served as a highway for Rangitāne. It was an important means of travel and communication, and linked the Rangitāne settlements in forest clearings. Rangtāne had many settlements along the River, which provided fresh water and plentiful kai.

The original ancestor linked with the Manawatū River was Tamakuku, who dug out the bed of the river, and exercised mana on both sides of the river for its full length. Rangitāne's grandfather, Whātonga, journeyed up the Manawatū River whilst on a trip away from Heretaunga. Whātonga's second wife, Reretua, was the grand-daughter of Tamakuku. The links between Rangitāne and Tamakuku were further cemented when Hinetakutai, the daughter of Rangitāne, married Te Rahekeua, a descendant of Tamakuku. All of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua therefore share descent from Tamakuku, and the link to the Manawatū River.

According to Rangitāne the southern part of the river was formed by the efforts of a giant tōtara tree which grew on the Puketoi Range. The tree became possessed with a spirit called Okatia, which desired to get to the sea. When it descended the Puketoi Range, it headed west and thus encountered the formidable Tararua/Ruahine Range. The constant pounding of the giant tree, assisted by the force of the waters of the Manawatū fractured the range, separating the Ruahine and Tararua Ranges and forming the Manawatū Gorge. Rangitāne use the term Te Āpiti when referring to the cleft that Okatia created in the gorge. Where the river flows though the gorge it is referred to as 'Te Au-rere-a-te-tonga' meaning the flowing current of the south. Other names used by Rangitāne when referring to the Manawatū Gorge area are Te Ahu a Turanga-i-mua and Te waha o te kurī.

The Manawatū River was named by the tupuna Haunui a Nanaia. He travelled along the west coast of the lower North Island, pursuing his wife. When he came to the Manawatū river mouth, he stood aghast as he contemplated the crossing, hence Manawa-*breath* and tū- *to stand still*. Some say that his breath stood still as he was actually crossing the river, not only because of the width and depth of the river, but because of the intense cold; it made his breath stand still hence Manawatū.

Rangitāne know of many taniwha and kaitiaki along the course of the river. One of these is Peketahi, the kaitiaki in the bend of the river near the Kaitoki Bridge east of Dannevirke. Peketahi appears in the form of crayfish with a missing limb, an eel or a log. In times of flood Peketahi is often seen as a floating log as he keeps watch on the kāinga.

Ruamahanga River and its tributaries (as shown on deed plan OTS-204-05)

Ruamahanga River is the most significant river in the South Wairarapa District and runs from its source in the northern Tararua Ranges, south through the Wairarapa plains to Lake Wairarapa, and out to the sea at Palliser Bay. All of the main valley rivers run into it including the Kopuaranga, Waipoua, Waingawa, Tauweru, Waiohine and the Huangarua. For Rangitāne o Wairarapa, the river is an ancestral waterway, which many hapū refer to as their awa in their pepeha. The waters of the river are seen as the blood which flows through the veins of Papatūānuku, the earth mother. The waters are referred to as 'Te Wai Ora', (the life giving water), which is important for maintaining the health and well being of all life forms.

The river was one of the landmarks named by Rangitāne ancestor, Haunui a Nanaia on his return journey through the Wairarapa. When he came to the river he found two birds in the fork of a tree, rua (two - for the birds) and mahanga (twin -for the fork in the tree). As well as being an icon of Rangitāne tribal identity, the river between Tawera and Te Whiti (area near Te Whiti homestead) was vital for the existence of Rangitāne communities. It provided fresh water, plentiful kai, and a means of transport. The Ruamahanga was known for the quality of its eels and fresh water koura.

Ruamahanga River provided a route for travellers coming either across the Tararua Ranges, or from the north through Te Tapere-nui-o-Whātonga. Rangitāne could travel along the river from Tawera and Pukaha, where the river emerges from the ranges down to the fertile river valley settlements in the Kopuaranga/Masterton area, and on to the sea at Ōnoke. Rangitāne had turanga waka along the river, such as at Tirohanga, where waka were landed and stored. Many Rangitāne settlements were established on both banks of the river. There were traditionally 25 Ngāti Hāmua marae along the river, each of which had associated urupā and other wāhi tapu. Settlements were often at junctions where tributaries joined the river. Settlements along the river which were associated with Rangitāne o Wairarapa include Tawera, Tirohanga, Ruataniwha, Mokonui, Matapihi, Te Wao o Kairangi, Kohekutu, Heipipi, Ahipanepane, Te Ore Ore, Tukuwahine, Potaerau, and Hurunui o Rangi.

Akitio River and its tributaries (as shown on deed plan OTS-204-02)

The rivers along the Wairarapa coastline were natural settlement and mahinga kai sites for Rangitāne. The Akitio River, and its tributaries, spring from the inland ranges on the eastern side of the Puketoi Range. The bush covered hills through which the river ran contained pā sites and kāinga for harvesting birds, kiore, and other kai from the forest. Some of the Rangitāne o Tamaki nui-ā-Rua ancestors associated with the Puketoi area at the head of the river were Ruatōtara, Wahatuara, Kuaoriki, Te Rangiwhaka-ewa and Hautumoana. Taurangawaio was a significant site on the south bank of the river near the junction of Glenora and River Roads.

The Akitio River provided a transport route, fresh water, and tuna and koura for Rangitāne traveling from inland settlements to the coast. A traditional trail ran from Hapuakorari in the Tararua Ranges, through Hawera/Hāmua and out to coast at Akitio. The river mouth was an important mahinga kai, where permanent and seasonal Rangitāne settlements were established for fishing and gathering crayfish, along with gardens on the fertile river flats. It was traditional for Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua to travel to Akitio in autumn. At this time vast quantities of crayfish would be gathered, and dried, to be transported back.

The Akitio River served as one of the earliest boundary markers of Rangitāne territory. Whātonga, the grandfather of Rangitāne, divided land between his sons Tautoki and Tara. Some accounts record that the Akitio River mouth was the northern coastal boundary of Tautoki's takiwā. The boundary line turned inland on the northern bank of the river, towards the Puketoi Range.

One of the pā sites along the river was called Mutumanu, situated a short distance inland. The Akitio River mouth was one of the settlements reoccupied by Rangitāne after the period of exile at Nukutaurua (on Mahia Peninsula). There is an urupā site on the south bank of the river mouth.

Wainui River and its tributaries (as shown on deed plan OTS-204-06)

The rivers along the Wairarapa coastline were natural settlement and mahinga kai sites for Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua. The Wainui River rises through inland bush covered hills. The river provided a transport route, fresh water, and tuna and koura for Rangitāne travelling over the hills from inland settlements. The river mouth was important mahinga kai, with both permanent and seasonal Rangitāne settlements for fishing and gathering crayfish, along with gardens on the fertile river flats.

The importance of the Wainui River mouth as a Rangitāne mahinga kai is shown by the name given to the settlement there – Tautāne. The name 'Tautāne' refers to the use of an area for cultivations. Traditionally a 'māra tautāne' was a special planting of kūmara tubers, which were always planted before the main food crop. The māra tautāne were intended to be set aside as an offering to the gods to protect the upcoming crops.

Te Hika o Pāpāuma had a strong presence along the Wairarapa coast north of Rangiwhakaoma (Castlepoint). Through intermarriage Te Hika o Pāpāuma became interlinked with both Ngāti Hāmua and Ngāti Te Rangiwhaka-ewa of Rangitāne. In Rangitāne traditions, the Wainui River mouth features in a series of battles fought by Rangitāne, led by Irakumia, who was descended from Pāpāuma and the Rangitāne chief Tāwhakahiku. The enemy camped at the mouth of the Wainui River. Irakumia advanced with his taua down the bed of the river, however, their marching stirred up mud in the waters which alerted the enemy to their approach. After battles at the Wainui and Tautāne river mouths, peace was made following the death of Irakumia's son. This led to the formation of an important alliance.

The Wainui River mouth area continued to be an important settlement for Rangitāne hapū. In the early nineteenth century it was associated with the prominent Rangitāne chief Henare Matua.

3 DEED OF RECOGNITION

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

1 INTRODUCTION

1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –

1.1.1 Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua (the settling group); and

1.1.2 the trustees of the Rangitāne Tū Mai Rā Settlement Trust (the governance entity).

1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):

1.2.1 Rewa Bush Conservation Area (as shown on deed plan OTS-204-11):

1.2.2 Lowes Bush Scenic Reserve (as shown on deed plan OTS-204-07):

1.2.3 Oumakura Scenic Reserve (as shown on deed plan OTS-204-08):

1.2.4 Pukeahurangi / Jumbo (as shown on deed plan OTS-204-09):

1.2.5 Pukeamoamo / Mitre (as shown on deed plan OTS-204-10).]

1.3 Those statements of association are –

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

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

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

2 CONSULTATION

2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.

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

2.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977:

2.2.2 preparing a national park management plan under the National Parks Act 1980:

2.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:

(a) to identify and protect wildlife or indigenous plants:

(b) to eradicate pests, weeds, or introduced species:

(c) to assess current and future visitor activities:

(d) to identify the appropriate number and type of concessions:

2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river:

2.2.5 locating or constructing structures, signs, or tracks.

2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

3 LIMITS

3.1 This deed –

3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and

3.1.2 does not require the Crown to undertake, increase, or resume any identified activity; and

3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and

3.1.4 is subject to the settlement legislation.

4 TERMINATION

4.1 This deed terminates in respect of a statutory area, or part of it, if –

4.1.1 the governance entity, the Minister of Conservation, and the Director-General of Conservation agree in writing; or

4.1.2 the relevant area is disposed of by the Crown; or

4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and/or Crown official.

4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Minister and/or Crown official responsible for that activity.

5 NOTICES

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

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

6 AMENDMENT

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

7 NO ASSIGNMENT

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

8 DEFINITIONS

8.1 In this deed –

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

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

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

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

governance entity has the meaning given to it by the deed of settlement; and

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

Minister means the Minister of Conservation; and

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

settling group and [***name***] have the meaning given to them by the deed of settlement; and

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

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

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

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

9 INTERPRETATION

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

9.2 Headings do not affect the interpretation.

9.3 A term defined by –

9.3.1 this deed has that meaning; and

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

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

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

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

9.8 A reference to –

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

9.8.2 legislation meansthat legislation as amended, consolidated, or substituted.

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

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

SIGNED for and on behalf of
THE CROWN by –

The Minister of Conservation in the presence of –

_____

WITNESS

_____

Name:

Occupation:

Address:

3: DEED OF RECOGNITION

The Director-General of Conservation
in the presence of – _____

WITNESS

_____

Name:

Occupation:

Address:

Schedule

Copies of Statements of Association

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

[***statement of association***]

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

[***statement of association***]

4 PROTOCOLS AND AGREEMENTS

TAONGA TŪTURU PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH THE RANGITĀNE TŪ MAI RĀ TRUST ON SPECIFIED ISSUES

1 INTRODUCTION

1.1 Under the Deed of Settlement dated [ ] between Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua ("**Rangitāne**") 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, the Rangitāne Tū Mai Rā Trust, on matters specified in the Protocol. These matters are:

1.1.1 Protocol Area – Part 2

1.1.2 Terms of issue – Part 3

1.1.3 Implementation and communication – Part 4

1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 – Part 5

1.1.5 The role of the Minister under the Protected Objects Act 1975 – Part 6

1.1.7 Effects on Rangitāne interests in the Protocol Area – Part 7

1.1.8 Registration as a collector of Ngā Taonga Tūturu – Part 8

1.1.9 Board Appointments – Part 9

1.1.10 National Monuments, War Graves and Historical Graves – Part 10

1.1.11 History publications relating to Rangitāne – Part 11

1.1.12 Cultural and/or Spiritual Practices and professional services – Part 12

1.1.13 Consultation – Part 13

1.1.14 Changes to legislation affecting this Protocol – Part 14

1.1.15 Definitions – Part 15

1.2 For the purposes of this Protocol the governance entity is the body representative of the whānau, hapū, and iwi of Rangitāne who have an interest in the matters covered under this Protocol. This derives from the status of the governance entity 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 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. The Ministry acknowledges a primary relationship objective of Rangitāne is to restore and promote the Rangitāne identity.

1.4 The purpose of the Protected Objects Act 1975 (the "**Act**") is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.

1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input, into matters set out in clause 1.1, as set out in clauses 5 to 11 of this Protocol.

2 PROTOCOL AREA

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

3 TERMS OF ISSUE

3.1 This Protocol is issued pursuant to section 22 of the [ ] (the "**Settlement Legislation**") that implements the Rangitāne 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 and of the obligations of the Chief Executive under it;

4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and

4.1.7 including a copy of the Protocol with the governance entity on the Ministry's website.

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 Rangitāne 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 Rangitāne 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 Rangitāne 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 Rangitāne 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 Rangitāne origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

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

5.2 If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Rangitāne 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 Rangitāne 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.

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

5.5 If the governance entity does not lodge a claim of ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Rangitāne origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:

5.5.1 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and

5.5.2 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

5.6 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of Rangitāne 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 Rangitāne origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of the Chief Executive's decision.

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

6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:

6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or

6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;

6.2 The Ministry will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the governance entity was consulted as an Expert Examiner.

7. EFFECTS ON RANGITĀNE INTERESTS IN THE PROTOCOL AREA

7.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Rangitāne 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 Rangitāne interests in the Protocol Area.

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

8. REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

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

9. BOARD APPOINTMENTS

9.1 The Chief Executive shall:

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

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

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

10. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

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

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

11. HISTORY PUBLICATIONS

11.1 The Chief Executive shall:

11.1.1 upon commencement of this protocol provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relate substantially to Rangitāne. For the avoidance of doubt, this includes publications relating substantially to the hapū included in the Rangitāne claimant definition within the Deed of Settlement regardless of whether Rangitāne is specifically mentioned; and

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

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

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

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

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

12.3 The procurement by the Chief Executive of any such services set out in 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.

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 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 Rangitāne Tū Mai Rā Trust.

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

Rangitāne has the meaning set out in clause 9.6 of the Deed of Settlement.

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

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

(a) relates to Māori culture, history, or society; and

(b) was, or appears to have been, –

  (i) manufactured or modified in New Zealand by Māori; or

  (ii) brought into New Zealand by Māori; or

  (iii) used by Māori; and

(c) is more than 50 years old

ISSUED on

SIGNED for and on behalf of **THE SOVEREIGN** in right of

New Zealand by the Minister for Arts, Culture and Heritage:

WITNESS

_____

Name:

Occupation:

Address:

ATTACHMENT A
THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA

ATTACHMENT B
SUMMARY OF THE TERMS OF ISSUE

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

1. Amendment and cancellation

1.1 The Minister may amend or cancel this Protocol, but only after consulting with the governance entity and having particular regard to its views (section 22).

2. Limits

2.1 This Protocol does not –

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

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tangata whenua (section 23); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua (section 23); or

2.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to, taonga tūturu (section 26).

3. Breach

3.1 Subject to the Crown Proceedings Act 1950, the governance entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 24).

3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.11).

CROWN MINERALS PROTOCOL

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH THE RANGITĀNE TŪ MAI RĀ TRUST 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 Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua ("**Rangitāne**") and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Energy and Resources (the "**Minister**") would issue a Protocol (the "**Protocol**") setting out how the Ministry of Business, Innovation and Employment (the "**Ministry**") will consult with the governance entity, the Rangitāne Tū Mai Rā Trust (the "**Trust**"), on matters specified in the Protocol.

1.2 Both the Ministry and Rangitāne are seeking a constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.

1.3 Section 4 of the Crown Minerals Act 1991 (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. The minerals programmes set out how this requirement will be given effect to.

1.4 The Minister and the Ministry recognise that the Trust is the governance entity representing Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua.

1.5 Rangitāne are tangata whenua and kaitiaki of the Protocol Area and have significant interests and responsibilities in relation to the preservation, protection and management of natural resources within the Protocol Area.

2 PURPOSE OF THIS PROTOCOL

2.1 With the intent of creating a constructive relationship between Rangitāne and the Ministry in relation to minerals administered in accordance with the Act in the Protocol Area, this Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Protocol.

2.2 Rangitāne will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

3 PROTOCOL AREA

3.1 This Protocol applies to the area shown on the map in Appendix A and does not go beyond the sovereign territory of New Zealand.

4 OWNERSHIP OF MINERALS

4.1 Rangitāne assert that, traditionally, Rangitāne owned and used the mineral resources and taonga in their takiwā (both onshore and offshore).

4.2 In reaching this protocol with the Minister, Rangitāne record that the expropriation of their ownership of mineral resources by the Crown is a serious Treaty breach with implications that are still being felt.

4.3 Rangitāne assert that they maintain, in accordance with tikanga, an unbroken, inalienable and enduring relationship with, and mana in relation to, the mineral resources in the Protocol Area. The mana of Rangitāne remains intact, in spite of any legislative expropriation.

4.4 Rangitāne also assert that despite the expropriation of its ownership it has a right to make decisions regarding mining in the Protocol Area.

4.5 The Crown asserts ownership of minerals under the Crown Minerals Act 1991 and considers that the nationalisation of minerals is not a breach of Te Tiriti o Waitangi/the Treaty of Waitangi. 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 and any future alienation of Crown land and upholds all reservations of minerals made in earlier enactment. Decision-making regarding prospecting, exploration and mining of petroleum and minerals other than petroleum in the Protocol Area is described under the Crown Minerals Act 1991.

5 TERMS OF ISSUE

5.1 This Protocol is issued pursuant to section 22 (the "**Settlement Legislation**") that implements clause 5.8 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

5.2 This 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 Trust is consulted by the Ministry:

New minerals programmes

(a) on the preparation of a draft minerals programme, or a proposed change to a minerals programme (unless the change is one to which section 16(3) of the Act applies), which relates, whether wholly or in part, to the Protocol Area;

Petroleum exploration permit block offers

(b) on the planning of a competitive tender allocation of a permit block for petroleum exploration (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and the relevant minerals programme), which relates, whether wholly or in part, to the Protocol Area. This will include outlining the proposals for holding the block offer, and consulting with the Trust on these proposals over the consultation period set out in the relevant minerals programme;

Other petroleum permit applications

(c) when any application for a petroleum permit is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 6.1(b);

Amendments to petroleum permits

(d) when any application to amend a petroleum permit, by extending the land to which the permit relates, is received where the application relates, wholly or in part, to the Protocol Area;

Permit block offers for Crown owned minerals other than petroleum

(e) 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 Protocol Area;

Other permit applications for Crown owned minerals other than petroleum

(f) when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 6.1(e) or where the application relates to newly available acreage;

Newly available acreage

(g) when 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 Protocol Area;

Amendments to permits for Crown owned minerals other than petroleum

(h) 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 received, where the application relates, wholly or in part, to the Protocol Area; and

Gold fossicking areas

(i) when any request is received or proposal is made to designate lands as a gold fossicking area, which relates, whether wholly or in part, to the 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 Trust and having regard to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi.

7 IMPLEMENTATION AND COMMUNICATION

7.1 The Crown has an obligation under the Act to consult with parties whose interests may be affected by matters described in clause 6.1. The Ministry will consult with the Trust in accordance with this Protocol if matters described in clause 6.1 of this Protocol may affect the interests of Rangitāne.

7.2 For the purposes of clause 7.1, the basic principles that will be followed by the Ministry in consulting with Rangitāne in each case are:

(a) ensuring that the Trust is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;

(b) providing the Trust with sufficient information to make informed decisions and submissions;

(c) ensuring that sufficient time is given for the participation of the Trust in the decision making process and to enable it to prepare its submissions; and

(d) ensuring that the Ministry will approach the consultation with the Trust with an open mind, and will genuinely consider the submissions of the Trust.

8 MINIMUM IMPACT ACTIVITIES

8.1 No person may, for the purpose of carrying out a minimum impact activity, enter onto any Māori land within the Protocol Area that is:

(a) regarded as a wāhi tapu site by the trustees; and is

(b) vested or transferred to the governance entity through the settlement legislation; without the consent of the trustees.

9 DEFINITIONS

9.1 In this Protocol:

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

Chief Executive means the Chief Executive of the Ministry of Business, Innovation and Employment;

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

Crown owned minerals means any mineral that is the property of the Crown;

Deed of Settlement means the Deed of Settlement dated [ ] between the Crown and Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua;

hapū has the meaning set out in clause 9.6.2 of the Deed of Settlement;

Māori land has the same meaning as in the Te Ture Whenua Maori Act 1993; and includes Māori reserves within the meaning of that Act;

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, precious stones, industrial rocks and building stones, 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;

newly available acreage is a method for allocating permits for minerals (excluding petroleum) as set out in the Minerals Programme for Minerals (Excluding Petroleum) 2013;

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 1 or more hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state, and 1 or more of the following, namely hydrogen sulphide, nitrogen, helium, or carbon dioxide –

and, except in sections 10 and 11, 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; and

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

ISSUED ON [ ]

SIGNED for and on behalf of
THE SOVEREIGN
in right of New Zealand by
the Minister of Energy and Resources.

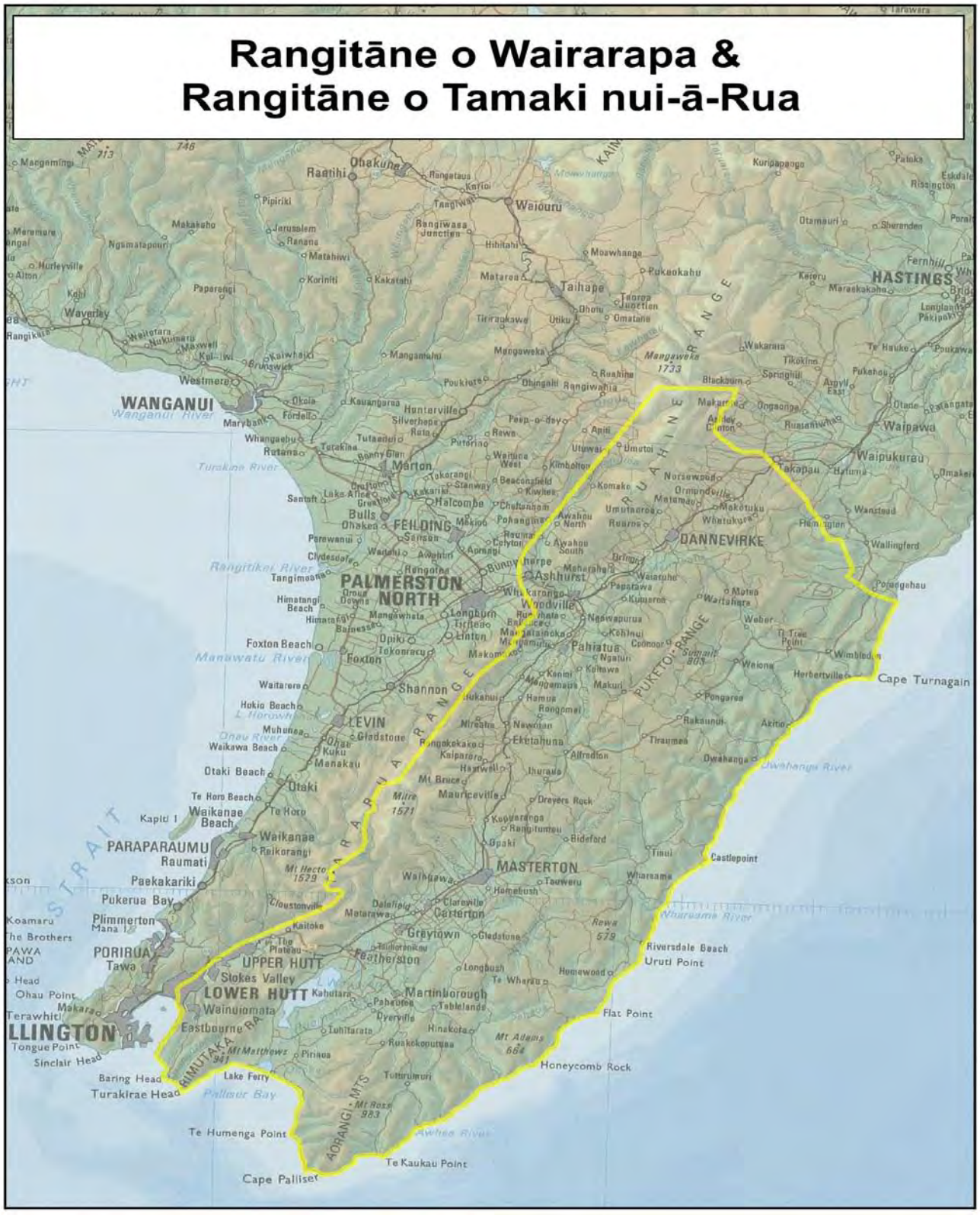
WITNESS

Name

Occupation

Address

ATTACHMENT A
MAP OF PROTOCOL AREA



ATTACHMENT B
SUMMARY OF THE TERMS OF ISSUE

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

1 AMENDMENT AND CANCELLATION

1.1 The Minister or Rangitāne may cancel this Protocol.

1.2 The Protocol can only be amended by agreement in writing between the Minister and Rangitāne.

2 NOTING

2.1 A summary of the terms of this 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 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 25).

3 LIMITS

3.1 This Protocol does not –

3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (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 23); or

3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of Rangitāne or a representative entity (section 23); or

3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section 25); or

3.1.4 affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011.

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, Rangitāne may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 24).

4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.11).

5 RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

AN AGREEMENT REGARDING THE RELATIONSHIP BETWEEN RANGITĀNE AND THE DEPARTMENT OF CONSERVATION

Manukura - meaning the chiefly one, hatched 1 May 2011.

Named by Rangitāne and is said to be the beginning of new and greater things for our people. This manu symbolises for Rangitāne and the Department of Conservation that perseverance brings great rewards and greater responsibility.

AN AGREEMENT REGARDING THE RELATIONSHIP BETWEEN RANGITĀNE O WAIRARAPA AND RANGITĀNE O TAMAKI NUI-Ā-RUA AND THE DEPARTMENT OF CONSERVATION

1 BACKGROUND

1.1 Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua ("**Rangitāne**") have lived in this region for close to 30 generations ever since Whātonga first set foot at Rangiwhakaoma and a little later in the great forest that bears his name (Te Tapere-nui-o-Whātonga). Rangitāne have maintained continuous occupation of the Wairarapa and Tamaki nui-ā-Rua regions right up until today.

1.2 In recent times the iwi has been run from two key centres represented by the two rūnanga – Rangitāne o Wairarapa Incorporated and Rangitāne o Tamaki nui-ā-Rua Incorporated respectively (the "**Rūnanga**").

1.3 Similarly, the Rūnanga have upheld the manawhenua rights and kaitiakitanga duty for their respective Takiwā. In these roles the Rūnanga have formed a strong relationship with the Department of Conservation (the "**Department**") and its predecessors.

1.4 One of the more public examples of this joint relationship is the one between Rangitāne and the Department at Pukaha / Mount Bruce where the iwi is given equal status with the Department and the Community represented by various members of the Pukaha / Mount Bruce Board.

1.5 It is the desire of Rangitāne that this relationship is strengthened through this agreement and that their manawhenua status continues to be recognised and their kaitiaki duty is enhanced.

1.6 The Waitangi Tribunal made specific recommendations with respect to Pukaha / Mount Bruce that joint management and joint ownership would be the ultimate expression of partnership between Rangitāne and the Crown.

1.7 In recognition of the significance/importance of Pukaha / Mount Bruce to Rangitāne, Rangitāne and the Crown have negotiated the following redress with respect to Pukaha / Mount Bruce:

1.7.1 a transfer and gift back process;

1.7.2 an overlay classification acknowledging Rangitāne's statement of values with Pukaha / Mount Bruce; and

1.7.3 specific commitments as outlined in this relationship agreement.

2 PURPOSE

2.1 This Agreement sets out how the Department and the Rangitāne Tū Mai Rā Trust (the "**governance entity**") will work together in fulfilling conservation objectives across the Rangitāne Takiwā.

2.2 The intention is that, by giving effect to this Agreement, Rangitāne and the Department will further foster and develop a positive, collaborative and enduring relationship into the future.

3 AGREEMENT AREA

3.1 This Agreement will apply within the Rangitāne Takiwā as outlined on the Map included in Attachment A.

4 OBJECTIVES

Joint Objectives

4.1 Rangitāne and the Department are committed to the restoration and protection of the health and well-being of the Rangitāne Takiwā for present and future generations.

Rangitāne Objectives

4.2 The tikanga and identity of Rangitāne is intrinsically linked with the natural resources of the Rangitāne Takiwā and gives rise to ongoing responsibilities to protect and ensure the ongoing wellbeing of these taonga.

4.3 Rangitāne have always viewed themselves as kaitiaki of the lands, waterways, flora and fauna within their Takiwā. In entering into this relationship agreement with the Department, Rangitāne seek to rebuild and maintain their kaitiaki role, based on Te Tiriti/the Treaty and its principles, and to ensure that the Department's lands are managed in a manner consistent with Rangitāne tikanga and kawa.

The Department's Objectives

4.4 The Department of Conservation – Te Papa Atawhai – is the Crown agency responsible for managing Conservation Land and other resources as provided for in the Conservation Legislation. Its functions include advocating for the conservation of the natural and historic resources of New Zealand on behalf of, and for the benefit of, all New Zealanders. In accordance with section 4 of the Conservation Act 1987 the Conservation Legislation must be interpreted and administered to give effect to the principles of Te Tiriti/the Treaty to the extent required under the Conservation Legislation.

4.5 The Department, recognising the cultural, historic and spiritual interests of Rangitāne and the commitment of Rangitāne as kaitiaki, to restoring and maintaining the well-being of Conservation Land in the Takiwā, is seeking to strengthen its relationship with Rangitāne.

5 PRINCIPLES

5.1 Rangitāne and the Department agree that their relationship, and the implementation of this Agreement, will be guided by a commitment to:

5.1.1 the principles of Te Tiriti o Waitangi/the Treaty of Waitangi;

5.1.2 a positive and collaborative approach, including acting in good faith and with transparency, with 'no surprises' and accountability;

5.1.3 an enduring relationship which is evolving, not prescribed, but is based on key principles and objectives;

5.1.4 cooperation to seek to protect wāhi tapu, sites of significance and other taonga of Rangitāne on Conservation Land;

5.1.5 provide Rangitāne with the use of their taonga on Conservation Land to the fullest extent practicable;

5.1.6 respect the independence of each other including mandates, roles and responsibilities and acknowledging that the Rūnanga will also have an ongoing leadership role for the iwi;

5.1.7 share knowledge and expertise, including mātauranga Māori and the latest scientific methods, and take them into account when considering issues relating to Conservation Land; and

5.1.8 acknowledge that Rangitāne and the Department may only make commitments within their resources and capacity.

6 CONFIDENTIALITY

6.1 The Department will not disclose any information given to it by Rangitāne or information relating to Rangitāne without first obtaining the consent of Rangitāne.

6.2 The Department's obligations under this Agreement relating to the disclosure of information are subject to any statutory obligation under the Official Information Act 1982 or any other legislation.

7 COMMUNICATION

7.1 The Parties will maintain effective and efficient communication with each other on an ongoing basis by:

7.1.1 maintaining a record of each other's office holders, and their contact details;

7.1.2 advising each other of their principle contacts, and their contact details for each area within the Takiwā;

7.1.3 promptly informing each other of any changes to the contact information;

7.1.4 advising each other of any matters of significance to Rangitāne that relate to the Takiwā; and

7.1.5 meeting to consult on issues of shared interest that relate to the Takiwā:

(a) at the commencement of the Department's annual business planning processes as provided in clause 11;

(b) in particular the areas outlined in Attachment B; and

(c) as agreed by the governance entity and the Department.

8 VISITOR AND PUBLIC INFORMATION

8.1 Rangitāne and the Department wish to share knowledge about natural and historic heritage within the Takiwā with visitors and the general public. This is important to increase enjoyment and understanding of this heritage, and to develop awareness of the need for its conservation.

8.2 The parties will encourage respect for and awareness of conservation in, and the Rangitāne relationship with, the Takiwā. This may include:

8.2.1 raising public awareness of positive conservation relationships developed between the parties;

8.2.2 consulting with each other in the development of visitor and public information published by either party that relates to Rangitāne; and

8.2.3 Rangitāne values in land and resources managed under Conservation Legislation, particularly where that information relates to Rangitāne sites of significance as identified in clause 15.3 and aspirations relating to the land.

9 PUKAHA / MOUNT BRUCE

9.1 The Department acknowledges the high importance to Rangitāne of Pukaha / Mount Bruce.

9.2 In light of the above acknowledgment, the Department agrees:

9.2.1 that if, for any reason, the Pukaha / Mount Bruce Board ceases to exist, Rangitāne will continue to have a role in the governance of Pukaha / Mount Bruce;

9.2.2 that Rangitāne will be directly involved in any decisions that seek to change the governance and/or management arrangements of Pukaha / Mount Bruce; and

9.2.3 that it will receive and take into account any advice, and/or recommendations from Rangitāne on any issues relating to Pukaha / Mount Bruce.

9.3 On the request of either party, the Parties will discuss either by telephone, teleconference or in person, any issues on the agenda or that they may wish to place on the agenda, of the next meeting of the Pukaha / Mount Bruce Board.

10 HOLDSWORTH INTEGRATED MANAGEMENT

10.1 The Te Punanga Recreation Reserve (part of the Te Punanga property) is adjacent to the Mount Holdsworth Lodge. The Reserve was transferred to the governance entity as cultural redress in Rangitāne's settlement of its historical Tiriti o Waitangi/Treaty of Waitangi Claims. The Tararua Maunga are significant to the descendants of Rangitāne. They have a strong connection to the Mount Holdsworth area of the Tararua Forest Park given the location of Punanga Pā in the vicinity. Ownership of the Reserve gives Rangitāne a foothold into the mountains itself. The wider Holdsworth area provides a key location to advocate the iwi connection and history to a significant number of visitors each year.

10.2 Members of the public who book the lodge can also book the recreation reserve site for camping and activities for an additional fee.

10.3 Rangitāne wish this arrangement to continue with the additional fee retained by the Department as a contribution to the maintenance of the wider Holdsworth area in the Tararua Forest Park. They believe it is a strategic initiative designed to restore the cultural identity of Rangitāne within the Rangitāne Takiwā.

10.4 The Department is strongly supportive of this aspiration.

10.5 The parties agree:

10.5.1 the governance entity will not charge the Department a fee for including Te Punanga Recreation Reserve in the hire of the lodge;

10.5.2 the lodge, and the camping area identified in Deed Plan OTS-204-23 (subject to availability) is available for Rangitāne activities free of charge for up to 10 nights a year that are not already booked. The governance entity will make a booking via the electronic booking system when it wishes to use only their Reserve;

10.5.3 the Department will ensure the electronic message confirming bookings of the lodge and Te Punanga Recreation Reserve contains an acknowledgement that:

(a) the Reserve is owned by Rangitāne;

(b) the part of the camping hire fee attributable to the reserve is retained by the Department as a contribution to the management of the Tararua Forest Park; and

(c) Rangitāne regards the arrangement as contributing to its kaitiakitanga (guardianship responsibilities) over the area;

10.5.4 Rangitāne may hang a plaque, in a form agreed with the Department, containing similar information to (c) above in the lodge;

10.5.5 the Department will continue to mow the grassed area of the Te Punanga property.

10.6 Further, Rangitāne may erect at its cost, as an addition to the existing information board at Mount Holdsworth, a panel that explains the Rangitāne association with the area. This is to be designed in a similar style to the other panels and compiled in a manner which is both culturally appropriate to Rangitāne and acceptable to the Department. Neither party will be unreasonably restrictive in this regard.

10.7 The governance entity will maintain all signage that it has erected at the Holdsworth site to the standard the Department sets for its own signage.

11 WHENUA TŪTURU SITES

11.1 The Department acknowledges that all conservation land within the Rangitāne Takiwā are of importance to Rangitāne and specifically acknowledges the sites listed below (Whenua Tūturu Sites):

11.1.1 Pukaha / Mount Bruce Scenic Reserve;

11.1.2 Pukaha / Mount Bruce National Wildlife Centre;

11.1.3 Ruahine Forest Park;

11.1.4 Ruahine Forest (West) Conservation Area;

11.1.5 Ruahine Forest (East) Conservation Area;

11.1.6 Tararua Forest Park;

11.1.7 Castlepoint Scenic Reserve;

11.1.8 Lowes Bush Scenic Reserve;

11.1.9 Rewa Bush Conservation Area;

11.1.10 those parts of Puketoi Conservation Area that remain in Crown ownership;

11.1.11 Haukōpuapua Scenic Reserve;

11.1.12 Oumakura Scenic Reserve;

11.1.13 Makuri Gorge Scenic Reserve; and

11.1.14 Ngāpotiki Scenic Reserve (Stonewall Scenic Reserve).

11.2 The Department undertakes to give appropriate recognition and provision for the association, of Rangitāne with the Whenua Tūturu Sites and of Rangitāne values and objectives in the Department's administration of those sites.

12 BUSINESS AND MANAGEMENT PLANNING

12.1 The Department undertakes business planning processes prior to the beginning of each new financial year. The business planning processes determine the Department's work priorities and commitments for the year.

12.2 The governance entity and the relevant Departmental officers will meet at an early stage in the Department's annual business planning processes to consult on:

12.2.1 Whenua Tūturu Sites;

12.2.2 timeframes for the development of annual work programmes;

12.2.3 the Department's annual work and budget priorities and commitments;

12.2.4 potential projects requested by the governance entity to be undertaken together or separately in the Takiwā;

12.2.5 any new legislation or national policy or statutory document that may impact on the Agreement;

12.2.6 issues relating to cultural materials, sites of significance, species and habitat protection, including pest control, freshwater fisheries and their habitat; and

12.2.7 any other issue affecting the Agreement.

12.3 If a review of the Agreement is required under clause 24, the parties will commence the review as part of these annual consultations.

12.4 Where possible the relevant Departmental officers will hold their annual business planning meetings with the governance entity jointly.

12.5 If a specific project is undertaken, the Department and the governance entity will determine the nature of their collaboration on that project which may include finalising a work plan for that project. If a specific project is not undertaken, the Department will advise the governance entity of the reason(s) for this.

12.6 The Department and the governance entity will meet to identify and seek to address issues affecting Rangitāne at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any Statutory Planning Document relating to the Takiwā.

13 CULTURAL MATERIALS

13.1 The Department will facilitate, in accordance with relevant Conservation Legislation, Rangitāne access to cultural materials and will consider potential impacts on Rangitāne where cultural materials are requested by other persons.

13.2 Rangitāne and the Department will jointly develop and agree a Cultural Materials Plan regarding the access, restoration, enhancement and use of cultural materials within the Rangitāne Takiwā.

13.3 Subject to the parties' available resources, Rangitāne and the Department will work collaboratively on the plan and Rangitāne experts in mātauranga Māori and appropriate Departmental experts may take part in developing the plan.

13.4 The plan will include the identification of sites, species, quantities, conditions and methods relating to the plan.

13.5 The plan may also include:

13.5.1 identification of cultural materials, their current state, and desired conservation outcomes within the Rangitāne Takiwā;

13.5.2 opportunities for Rangitāne and the Department to work collaboratively on cultural materials enhancement (including knowledge transfer, education, Wānanga, and preservation techniques);

13.5.3 monitoring levels of use of cultural materials in accordance with Rangitāne tikanga and relevant Conservation Legislation; and

13.5.4 any other relevant procedural matters (e.g. review of the plan).

13.6 Rangitāne and the Department will engage to amend the plan if:

13.6.1 an unforeseen event (such as fire) takes place that affects sites included in the plan;

13.6.2 through monitoring it is found that the impacts of a harvest under the plan is having significant negative impacts on the values for which the Public Conservation Land is held; or

13.6.3 there is a change in the status of a species under the plan (including if it is classified as threatened or at risk).

13.7 When the Parties agree on the taking of cultural materials under the plan, and upon application by the Governance Entity, the Department should issue the required authorisation to the Governance Entity as provided under the plan. The Governance Entity may then enable members of Rangitāne to take and use cultural materials for non-commercial cultural purposes in accordance with the authorisation.

13.8 The Department will waive any costs for authorisations for cultural materials for Rangitāne as contemplated under clause 13.7.

13.9 To reduce Rangitāne's need for plants to be taken from Public Conservation Land, the Department will assist (as far as reasonably practicable) the Governance Entity to obtain plant material for propagation and will provide advice on the establishment of Rangitāne's own cultivation areas.

13.10 The Department will (as far as reasonably practicable) provide the governance entity with access to cultural materials from flora and dead protected fauna which become available as a result of Departmental operations (such as track maintenance or clearance, culling of species, or where materials become available as a result of death through natural causes or otherwise) within the Rangitāne Takiwā.

13.11 The Department will engage with the governance entity whenever there are requests from other persons to take cultural materials from the Rangitāne Takiwā with an aim to reach an agreement with all interested parties.

14 STATUTORY AUTHORISATIONS

14.1 The Department acknowledges authorisations granted to third parties in relation to Conservation Land within the Takiwā may impact on the spiritual, cultural or historic values

of Rangitāne. The Department will advise and encourage prospective applicants within the Takiwā to consult with Rangitāne before filing their application.

14.2 From time to time:

14.2.1 for Whenua Tūturu sites, Rangitāne may identify categories of Statutory Authorisations that it considers are unlikely to have a significant impact on the spiritual, cultural or historic values of Rangitāne; and

14.2.2 for other sites in the Takiwā, the governance entity and the Department will identify categories of Statutory Authorisations that may have a significant impact on the spiritual, cultural or historic values of Rangitāne.

14.3 The parties will adopt the following processes for all Statutory Authorisations that Rangitāne and the Department agree may be significant to Rangitāne following the processes outlined in clause 14.2:

14.3.1 the Department will notify Rangitāne of the application, timeframe for a decision and the timeframe for Rangitāne response;

14.3.2 Rangitāne, within an agreed timeframe, will notify the Department of their response including the nature of their interests in the proposal and their views in relation to the proposal;

14.3.3 the Department will acknowledge Rangitāne interests and views as conveyed (providing an opportunity to clarify or correct the Department's understanding of those interests and views), how those interests and views will be included in the decision-making process and any apparent issues or conflict that may arise;

14.3.4 the Department will, in making a decision, consider whether it is possible to reconcile any conflict between Rangitāne interests and views and other considerations in the decision-making process; and

14.3.5 the Department will record in writing as part of a decision document the nature of Rangitāne interests and the views of Rangitāne as conveyed and shall report back to the governance entity on any decision that is made.

14.4 The Department will advise Rangitāne of potential opportunities for Rangitāne or its members to obtain statutory authorisations on Conservation Land within the Takiwā, including in relation to commercial opportunities.

15 SITES OF SIGNIFICANCE SITES OF SIGNIFICANCE

15.1 Both parties recognise that there are wāhi tapu and sites of significance to Rangitāne on lands managed under Conservation Legislation.

15.2 Rangitāne and the Department share aspirations for protecting wāhi tapu, sites of significance and other historic places. The parties will work together to conserve, as far as practicable, sites of significance in areas managed under Conservation Legislation within the Rangitāne Takiwā. Where these sites have been identified, this will be done according to:

15.2.1 Rangitāne tikanga; and

15.2.2 professional standards for conservation of historic places relating to their cultural heritage value, their structures, materials and cultural meaning, including those outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993.

15.3 The Parties will develop a process for advising one another of sites of significance and wāhi tapu.

15.4 On advice from the governance entity that any wāhi tapu or other site of significance requires active protection, the Department will consult on methods to achieve the objectives that are appropriate for the specific site.

15.5 The Department will comply with the process developed pursuant to clause 15.3 if kōiwi are found in the Rangitāne Takiwā.

15.6 Information relating to Rangitāne sites of significance will be treated in confidence by the Department in order to preserve the wāhi tapu nature of places, unless otherwise agreed by the governance entity or may be required by law.

16 SPECIES AND HABITAT PROTECTION

16.1 The parties share aspirations of protecting ecosystems and indigenous flora and fauna within the Takiwā.

16.2 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. This work involves a number of national programmes.

16.3 As part of annual discussions the Department will update the governance entity on any national sites and species programmes operating in the Takiwā and will discuss with Rangitāne how they wish to be involved in these programmes. The Department and the governance entity will also discuss opportunities and processes for collaboration with one another on other field projects of mutual interest.

16.4 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of protecting the unique biodiversity of New Zealand. This is done in a way that maximises the value from limited resources available to do this work.

16.5 It is envisaged that the Department and Rangitāne will discuss the strategic outcomes sought from pest control programmes within the Takiwā, including: monitoring and assessment of programmes; the use of poisons; and co-ordination of pest control where Rangitāne is the adjoining landowner. Through the annual business planning process, the parties will create actions to progress these objectives.

17 FRESHWATER FISHERIES

17.1 The Department's functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and their habitats. Active management is limited to whitebait fishing and those fisheries and habitats that are located on Conservation Land. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act 1991 processes.

17.2 A co-operative approach will be adopted with the governance entity in the conservation of freshwater fisheries and freshwater habitats. This may include seeking to identify areas for co-operation in the protection of riparian vegetation and habitats, and consulting with the governance entity when the Department is developing or contributing to research and monitoring programmes.

18 MARINE MAMMALS

18.1 Rangitāne has a kaitiaki responsibility in relation to the preservation, protection and disposal of marine mammals within the Takiwā to ensure cultural protocols are observed in the interaction with and handling of these mammals.

18.2 All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. The Department has responsibilities for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.

18.3 There may be circumstances during a stranding in which euthanasia is required, for example if the animal is obviously distressed or if it is clear that a refloating operation will be unsuccessful. The decision to euthanise, which will be made in the best interests of marine mammals and public safety, is the responsibility of an officer or person authorised by the Minister of Conservation. The Department will make reasonable efforts to inform Rangitāne before any decision to euthanise.

18.4 Both the Department and Rangitāne acknowledge the scientific importance of information gathered at strandings. The Department will consult the governance entity on:

18.4.1 the nature of the scientific samples required;

18.4.2 whether Rangitāne want to take responsibility for burial of the marine mammal; and

18.4.3 the availability of teeth, bone and/or baleen to Rangitāne for cultural purposes.

18.5 If Rangitāne does not wish to recover the teeth bone and/or baleen or otherwise participate, the governance entity will notify the Department whereupon the Department will take responsibility for disposing of the remains.

18.6 Subject to the prior agreement of the Department, where disposal of a dead marine mammal is carried out by Rangitāne, the Department will meet the reasonable costs incurred up to the estimated costs that would otherwise have been incurred by the Department to carry out the disposal.

18.7 The Department and the governance entity will notify each other of contact person(s) who will be available at short notice on a marine mammal stranding. The governance entity will authorise their contact person(s) to make decisions on the desire of Rangitāne to be involved.

18.8 The governance entity and the Department will:

18.8.1 promptly notify each other, through the contact person(s), of all stranding events that come to their notice; and

18.8.2 identify in advance where practical, burial sites and sites which may not be used for disposing of a dead marine mammal due to health and safety requirements or the possible violation of Rangitāne tikanga.

19 PLACE NAMES

19.1 The Department and the governance entity will consult on:

19.1.1 whether to support an application by third parties to change the name of a Crown Protected Area in the Conservation Land; and

19.1.2 any proposals by the Department or Rangitāne to name or rename Conservation Land, including reinstatement of traditional place names.

20 CROSS-ORGANISATIONAL OPPORTUNITIES

20.1 As part of the annual business planning process, the parties will discuss:

20.1.1 opportunities and processes to share scientific and cultural resources and information, including data and research material;

20.1.2 opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the Takiwā. Options may include wānanga, education, training, development and secondments;

20.1.3 opportunities for members of Rangitāne to be nominated and participate in relevant training programmes, including those run by both parties and the Kaiarahi Taiao programme; and

20.1.4 staff changes and key contacts in each organisation.

20.2 Where Rangitāne nominates an iwi member to take part in a Kaiarahi Taiao programme and that member meets the selection criteria, Rangitāne will fund the costs of the iwi member and the pastoral care in order for the iwi member to participate in the programme.

20.3 Where appropriate, the Department will consider using Rangitāne individuals or entities as providers of professional services.

21 RESOURCE MANAGEMENT ACT 1991

21.1 From time to time, Rangitāne and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.

21.2 The governance entity and the Department will seek to identify and consult on issues of mutual interest and/or concern ahead of each party making submissions in the Resource Management Act processes.

22 STATUTORY LAND MANAGEMENT

22.1 Rangitāne has an ongoing interest in the range of statutory land management activities that are occurring within the Takiwā. Those activities include:

22.1.1 establishing a new, or reclassifying any existing Conservation Land;

22.1.2 vesting's or management appointments under the Reserves Act 1977;

22.1.3 other management arrangements with third parties; and

22.1.4 disposing of Conservation Land.

22.2 The Department will consult with Rangitāne at an early stage, and prior to any public consultation process, about proposals relating to statutory land management activities within the categories identified.

22.3 The Department and the governance entity will discuss any proposal of Rangitāne to be granted a vesting or an appointment to control and manage a reserve under the Reserves Act for a site of significance.

23 CONSULTATION

23.1 Unless otherwise specified, 'consult' under this Agreement means the Department will follow any consultation procedures adopted by the parties, which may direct the Department to:

23.1.1 ensure that the governance entity is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the consultation;

23.1.2 provide the governance entity with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are subject of the consultation;

23.1.3 approach the consultation with an open mind and genuinely consider any views and/or concerns that the governance entity may have in relation to any of the matters that are subject to the consultation; and

23.1.4 report back to the governance entity on any decision that is made.

24 DISPUTE RESOLUTION

24.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve the matters at a local level within a reasonable time frame. If this process is not successful. The matter may be escalated to a meeting of the relevant [Director of Partnerships] and a nominated representative of the governance entity who will meet within a reasonable timeframe.

24.2 If following the process in clause 24.1 the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator. The costs of the mediator are to be split equally between the parties.

24.3 If the dispute is not resolved following mediation and the parties agree that the matter is of such importance that it requires the attention of the governance entity and the Minister of Conservation, then that matter will be escalated to a meeting between a nominated representative of the governance entity and the Minister, or the Minister's representative, if the parties agree.

25 REVIEW

25.1 The parties agree that this Agreement is a living document that should be updated and adapted to take account of future developments and additional opportunities including but not limited to co-management opportunities.

26 TERMS OF AGREEMENT

26.1 A summary of the terms of this Agreement must be noted in the Conservation Documents affecting the Takiwā, but the noting:

26.1.1 is for the purpose of public notice; and

26.1.2 does not amend the Conservation Documents for the purposes of the Conservation Act 1987 or the National Parks Act 1980.

26.2 The Agreement does not override or limit:

26.2.1 legislative rights, powers or obligations of the parties;

26.2.2 the functions, duties and powers of the Minister of Conservation, Director-General of Conservation and any Departmental officials, or statutory officers;

26.2.3 the ability of the Crown to introduce legislation and change government policy; or

26.2.4 the ability of the Crown to interact or consult with any other person, including any iwi, hapū, marae, whānau or their representative.

26.3 The Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, the common marine and coastal area (as defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011).

26.4 The Agreement 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 held, managed or administered under Conservation Legislation.

26.5 A breach of the Agreement is not a breach of the Deed of Settlement.

27 DEFINITIONS

27.1 In this document:

Conservation Land means the land managed by the Department under the Conservation Legislation;

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

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

Crown Protected Area has the meaning given to it under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008;

Cultural materials for the purpose of section 13 of this Agreement are plants, plant materials and materials derived from dead protected fauna, found within the Rangitāne Area of Intrest that are managed and protected under Conservaiton Legislation and which are important to Rangitāne in maintaining, expressing and restoring Rangitāne cultural values and practices;

Deed of Settlement means the Deed of Settlement of Historical Claims signed by the Crown and Rangitāne o Wairarapa and Rangitāne o Wairarapa Tamaki nui-ā-Rua and the trustees of the Rangitāne Tū Mai Rā Trust on [date];

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

Pukaha / Mount Bruce means Pukaha / Mount Bruce Scenic Reserve and Pukaha / Mount Bruce National Wildlife Centre Reserve;

Rangitāne has the meaning of Rangitāne set out in the Deed of Settlement;

Takiwā is the area outlined in Attachment A;

The parties means the Department of Conservation and Rangitāne;

Statutory Authorisation means an authorisation granted under the Conservation Legislation including a Concession granted under Part 3B of the Conservation Act 1987;

Statutory Planning Document includes any relevant Conservation Management Strategy or Conservation Management Plan under the Conservation Legislation.

SIGNED for and on behalf of
HER MAJESTY THE QUEEN in
right of New Zealand by the
Minister of Conservation:

WITNESS:

Name:

Occupation:

Address:

SIGNED by the Director-General of Conservation
in the presence of:

WITNESS:

Name:

Occupation:

Address:

SIGNED by
in the presence of:

WITNESS:

Name:

Occupation:

Address:

SIGNED by

in the presence of:

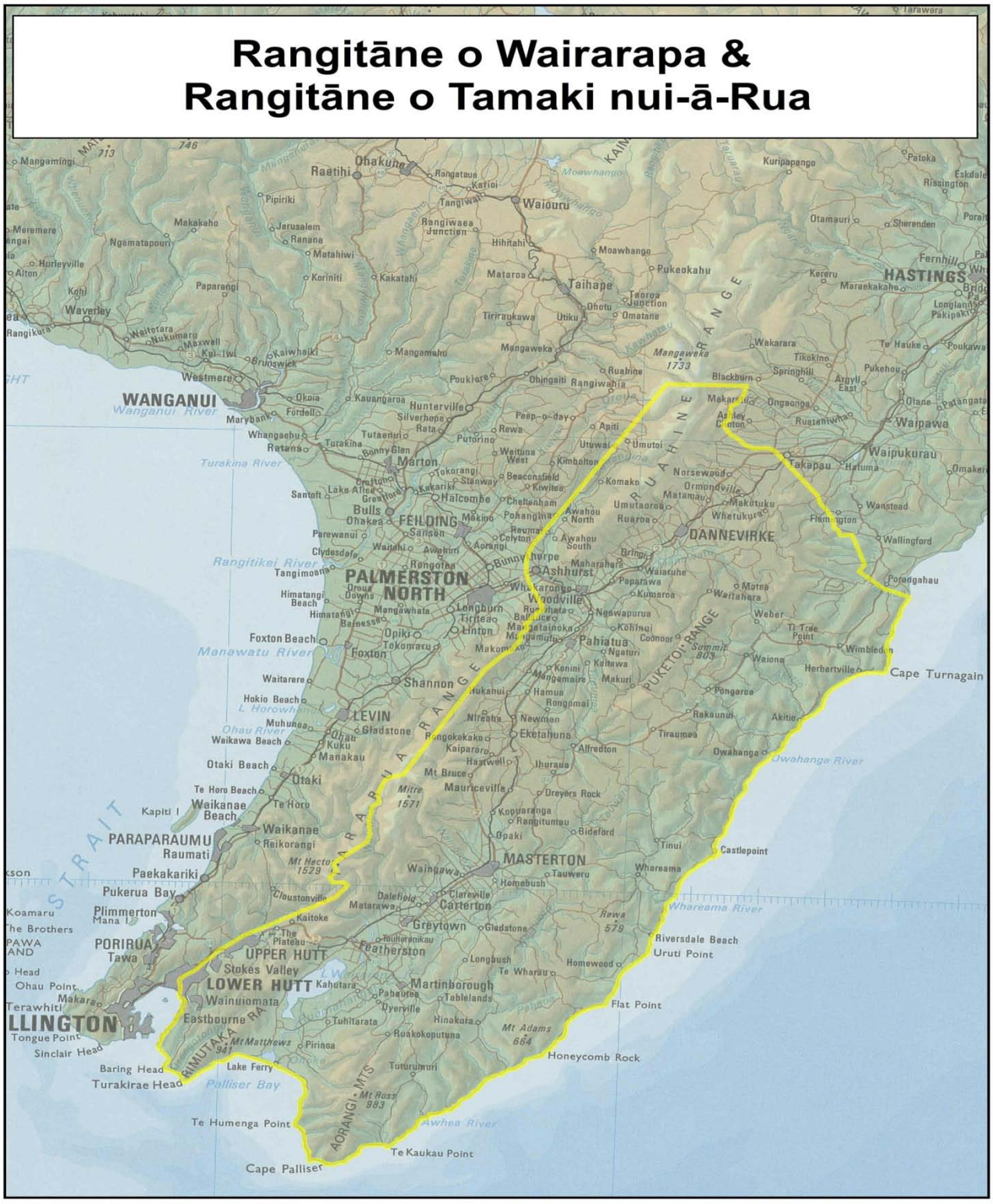
WITNESS:

Name:

Occupation:

Address:

ATTACHMENT A
MAP OUTLINING THE RANGITĀNE TAKIWĀ



6 RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY FOR THE ENVIRONMENT AND THE RANGITĀNE TŪ MAI RĀ TRUST

1 PURPOSE OF THE RELATIONSHIP AGREEMENT

1.1 This relationship agreement formalises the relationship between the Ministry for the Environment (the "**Ministry**") and the Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua ("**Rangitāne**") governance entity, the Rangitāne Tū Mai Rā Trust, and establishes a framework to enable the parties to maintain a positive, and enduring working relationship, which is based on the following principles:

(a) working in good faith and consistently with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;

(b) working in a spirit of co-operation;

(c) operating a 'no surprises' approach;

(d) acknowledging that the relationship is evolving, not prescribed;

(e) respecting the independence of the parties and their individual mana, mandates, roles and responsibilities and respecting that Rangitāne may hold a different world view in respect of the environment; and

(f) recognising and acknowledging that parties benefit from working together by sharing their vision, knowledge and expertise.

2 RELATIONSHIP AGREEMENT AREA

2.1 This relationship agreement applies to the Relationship Agreement Area identified on the map attached in Attachment A to this relationship agreement, together with the adjacent waters ("**Relationship Agreement Area**").

3 COMMUNICATION

3.1 The Ministry will:

(a) participate in the relationship meetings held under clause 4;

(b) maintain information on the Rangitāne Tū Mai Rā Trust's office holders, and their addresses and contact details;

(c) provide a primary Ministry contact; and

(d) inform relevant staff of the contents of this relationship agreement and their responsibilities and roles under it.

4 RELATIONSHIP MEETINGS

4.1 The parties agree that representatives of the Rangitāne Tū Mai Rā Trust and the Ministry will participate in an annual relationship meeting lasting no more than one day. The meetings will be held at a mutually agreed venue but noting the Ministry will make all endeavours to attend the annual relationship meeting in the Rangitāne takiwā if this is the preference of the Rangitāne Tū Mai Ra Trust.

4.2 Before each meeting under clause 4.1, representatives of the Rangitāne Tū Mai Rā Trust and the Ministry will agree administrative arrangements for the meeting(s).

4.3 The agenda for each meeting will be agreed between the parties no later than ten working days before the meeting. Standard agenda items could include:

(a) any legislative or policy developments of interest to the Rangitāne Tū Mai Rā Trust, including but not limited to reform of the Resource Management Act 1991 ("**RMA**"), freshwater issues, climate change, exclusive economic zone issues, and development of new resource management tools (in particular, national policy statements and national environmental standards);

(b) local authority performance in the Relationship Agreement Area in implementing Te Tiriti o Waitangi/the Treaty of Waitangi provisions in the RMA consistent with clause 5 below; and

(c) any other matters of mutual interest.

4.4 Each party will meet the costs and expenses of its representatives attending relationship meetings.

4.5 The first relationship meeting will take place within three months of a written request from the Rangitāne Tū Mai Rā Trust.

5 LOCAL GOVERNMENT PERFORMANCE

5.1 The Minister for the Environment has the function of monitoring the effect and implementation of the RMA (refer section 24). The Minister also has the power to require local authorities (and others) to supply information about the exercise of their functions, powers, or duties (refer section 27).

5.2 The way these functions and powers are exercised varies from time to time. At the date of execution of this relationship agreement, the Ministry, on behalf of the Minister, surveys all New Zealand local authorities every two years about their processes under the RMA. The survey includes questions relating to Māori participation.

5.3 The Ministry also separately collects information on environmental outcomes through state of the environment monitoring.

5.4 Before each relationship meeting held under clause 4, the Ministry will provide the Rangitāne Tū Mai Rā Trust with:

(a) the most recent published information from any such survey; and

(b) details of any current or completed state of the environment monitoring,

as it relates to the Relationship Agreement Area, and subject to any constraints on information sharing, including under the Official information Act 1982 ("**OIA**") and Privacy Act 1993.

5.5 The Ministry will also receive and consider any further information or comment that the Rangitāne Tū Mai Rā Trust would like to make on the effect and implementation of the RMA, including in terms of local government performance.

5.6 The Rangitāne Tū Mai Rā Trust acknowledges that the Ministry's ability to act on any performance issue is limited to:

(a) developing practice tools for local government and Māori;

(b) providing information and advice to local government and Māori;

(c) recommending legislative or policy improvements (including, if appropriate, new national policy statements or national environmental standards);

(d) considering whether the information gathered on the effect and implementation of the Act is appropriate and sufficiently comprehensive; and

(e) considering whether the Minister should be informed of failures to implement sections 6(e), 7(a), or 8 of the RMA.

5.7 The Ministry will consider whether it is appropriate to take any of the above actions following each relationship meeting held in accordance with clause 4.

5.8 Nothing in this agreement limits the rights of the Rangitāne Tū Mai Rā Trust to pursue complaints regarding local government performance to the Minister or other agencies with investigative functions.

6 OFFICIAL INFORMATION

6.1 The Ministry is subject to the requirements of the OIA.

6.2 The Ministry and the Minister may be required in accordance with the OIA to disclose information that it holds relating to this relationship agreement (e.g. relationship meeting minutes).

6.3 The Ministry will notify the Rangitāne Tū Mai Rā Trust and seek its views before releasing any information relating to this relationship agreement. To avoid doubt, any comments the Rangitāne Tū Mai Rā Trust wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

7 AMENDMENT

7.1 The parties may agree in writing to vary or terminate the provisions of this relationship agreement.

SIGNED for and on behalf of the Ministry for the Environment by the Secretary for Environment in the presence of:

_____

WITNESS

_____ _____

Name: _____

Occupation: _____

Address:

SIGNED by the Rangitāne Tū Mai Rā Trust in the presence of:

_____

[ ]
Chairperson/Deputy Chairperson

WITNESS

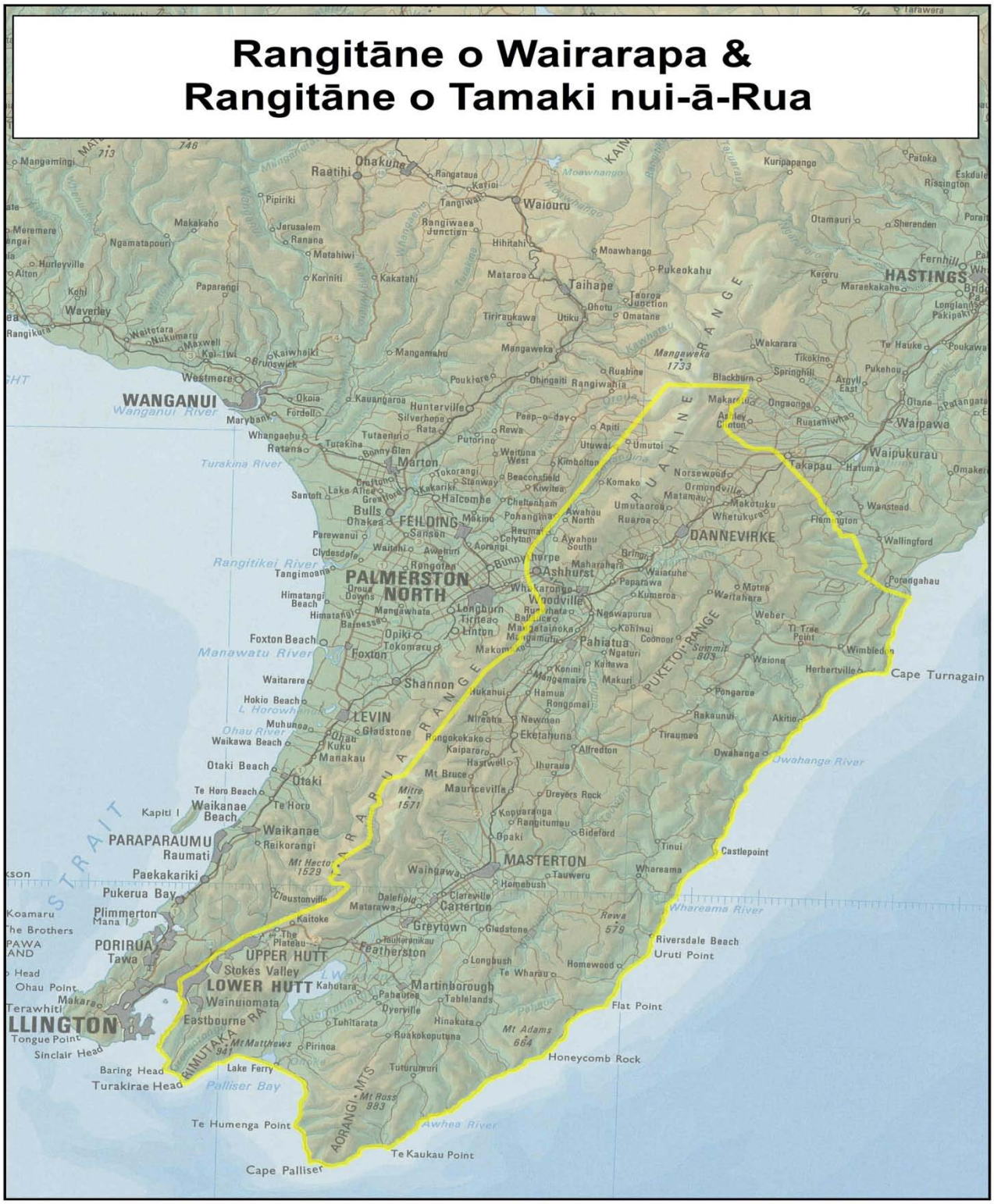
_____ _____

Name:

Occupation: _____

Address:

ATTACHMENT A
RELATIONSHIP AGREEMENT AREA MAP



7 LETTER OF RECOGNITION

Ministry for Primary Industries
Manatū Ahu Matua

Date

Name
Address
Address
City

Tēnā koe [name]

RANGITĀNE O WAIRARAPA AND RANGITĀNE O TAMAKI NUI-Ā-RUA FISHERIES LETTER OF RECOGNITION

This letter sets out how the Ministry for Primary Industries (the Ministry) and Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua will work constructively together to fully implement the Crown's obligations arising from the 1992 Fisheries Deed of Settlement and the Deed of Settlement signed between the Crown and Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua on [date].

Tangata whenua input and participation

The Fisheries Act 1996 provides for the input and participation of tangata whenua, being iwi and hapū, into certain sustainability matters and decisions that concern fish stocks and the effects of fishing on the aquatic environment. The Fisheries Act 1996 also provides that the responsible Minister, the Minister for Primary Industries (the Minister), must have particular regard to kaitiakitanga when making decisions on those matters.

Recognition of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua as tangata whenua

The Ministry will recognise Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua as tangata whenua within their Area of Interest, and acknowledge that Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua have a special relationship with, and an interest in, the sustainable utilisation of all species of fish, aquatic life, and seaweed administered under the Fisheries Act 1996, within their Area of Interest.

The Ministry will also acknowledge that Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua also have a customary, non-commercial interest in all species of fish, aquatic life, and seaweed administered under the Fisheries Act 1996, within to their Area of Interest.

Recognition of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua does not preclude the Ministry from recognising other groups where there is an overlap of areas of interest.

Appointment as an advisory committee to the Minister for Primary Industries

The Minister will appoint the Tū Mai Rā Trust as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995. Appointing the Tū Mai Rā Trust will require the Minister to consider written advice from the committee when making decisions relating to changes in the management regime for areas of special significance identified by tangata whenua. The areas of special significance will need to be identified by Rangitāne o Wairarapa and

Rangitāne o Tamaki nui-ā-Rua and agreed to by the Ministry of Primary Industries prior to the appointment of the Tū Mai Rā Trust as an advisory committee.

National Fisheries Plans

The management of New Zealand's fisheries is guided by National Fisheries Plans that describe the objectives the Ministry will work towards to manage fisheries. To provide for effective input and participation of tangata whenua into fisheries management decisions, the Ministry has developed the Forum Fisheries Plans (FFP) strategy.

A central element of this strategy is the establishment of integrated Fisheries Management Area (FMA) forums and the development of FFPs. This will help iwi bring together their commercial, non-commercial, and other fisheries goals at a forum level.

Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua involvement in Iwi Fisheries Plans and National Fisheries Plans

The Ministry can ensure that the Tū Mai Rā Trust has the opportunity to contribute to the development of an Iwi Fisheries Plan and FFP, which the Ministry may assist in developing. This will ensure that Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua fisheries management objectives and priorities are given visibility and appropriate consideration in the development of any relevant FFP.

The Ministry can also ensure that the Tū Mai Rā Trust has an opportunity to participate in and contribute to any future engagement process, which may be developed at a regional level or national level, provided that these processes are adopted to allow for the input and participation of tangata whenua into fisheries processes, within the Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua Area of Interest.

Support for implementation of non-commercial customary fisheries regulations

The Ministry, within the resources available, will also provide the Tū Mai Rā Trust with information to enable the implementation of customary fishing regulations within their Area of Interest. The Ministry can discuss with the Tū Mai Rā Trust the process for implementing customary fishing regulations.

Rāhui

The Ministry recognises that rāhui is a traditional use and management practice of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua, and may be put in place within the Area of Interest by the Tū Mai Rā Trust.

The Ministry and Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua acknowledge that a traditional rāhui placed by the governance entity over their customary fisheries has no force in law, cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice. Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua undertake to inform the Ministry of the placing and the lifting of a rāhui by the Tū Mai Rā Trust over their customary fisheries, and the reasons for the rāhui.

The Ministry undertakes to inform a representative of any fishery stakeholder group that fishes 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 the Tū Mai Rā Trust over their customary fisheries.

Primary industries portfolio advice

Protecting and helping the primary sectors grow is a key role for the Ministry. Where the Area of Interest is directly affected by the development of policies and operational processes that are led

by the Ministry in the area of fisheries and aquaculture; agriculture and forestry; and biosecurity, the Ministry will consult with the Trust as representatives of the Tū Mai Rā Trust.

Nāku noa nā,

Ben Dalton
Deputy Director-General
Sector Partnerships & Programmes
Ministry for Primary Industries

8 ENCUMBRANCES

8.1 HĀMUA EASEMENT

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

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

Grantor

[RANGITĀNE TŪ MAI RĀ TRUST]

Grantee

TARARUA DISTRICT COUNCIL

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; *profit* or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to maintain monument	Marked "A" on SO [ ]	CFR [ ]	In gross

8: ENCUMBRANCES: HAMUA EASEMENT

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

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

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

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

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

the provisions set out in Annexure Schedule 2

~~Covenant provisions~~

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

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

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

~~[Annexure Schedule]~~

8: ENCUMBRANCES: HAMUA EASEMENT

Annexure Schedule

Insert type of instrument

Easement in Gross	Dated		Page	1	of	4	Pages

Continue in additional Annexure Schedule, if required.

Background

A. The Grantor is the registered proprietor of that land contained in computer freehold register created under section [ ] of the [ ] Claims Settlement Act [ ].

B. The parties acknowledge and agree the Grantee owns the monument known as the Hamua Memorial Gate located on the Servient Land.

C. The Grantor has agreed to grant to the Grantee an easement right to access and maintain the monument on the Servient Land and to allow public access to the monument on the terms and conditions set out in this Instrument.

D. The parties have entered into this Instrument to record the arrangements between them.

Grant of Right to Access and Maintain the Monument

1 The Grantor grants to the Grantee as an easement in perpetuity (unless the Grantee agrees with the Grantor to surrender the easement) a right to maintain the monument on the Easement Land on the terms and conditions set out in this Instrument.

2 The Grantee also has the right to enter onto the Easement Land and any other parts of the Servient Land as are reasonable, on foot or with or without vehicles (vehicular access subject to prior written approval from the Grantor, not to be unreasonably withheld), plant and equipment at anytime, for the purposes of allowing the Grantee to exercise any of the rights granted under this Instrument, including inspecting, maintaining and repairing the monument.

3 The Grantor and Grantee acknowledge that the Easement Land may be used at all times for the purpose of pedestrian public access to and enjoyment of the monument.

Obligations of the Grantee

4 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 and shall at its cost restore the surface of the Servient Land as nearly as reasonably possible to its former condition prior to the Grantee's use pursuant to this Instrument.

5 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.

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

consent of the Grantor provided that the Grantee will not be required to obtain the prior written consent of the Grantor in respect of vegetation causing damage to the monument.

7 The Grantee shall, at its cost, repair, maintain and replace the surface of the Easement Land so that the surface is in good and substantial order and repair at all times.

8 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

9 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

10 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 10(c) from the Defaulting Party as a liquidated debt.

Dispute Resolution

11 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).

12 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

13 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

14 There is no implied power in this Instrument for the Grantor to terminate the easement rights due to the Grantee breaching any term of this Instrument for any other reason, it being the intention of the parties that the easement rights will continue forever unless surrendered.

Definitions and Interpretation

15 In this Instrument unless the context otherwise requires:

"Easement Land" means that part of the Servient Land over which the monument is located marked "A" on SO [ ].

"Grantee" means the Tararua District Council and includes any licensee, lessee, its employees, contractors, invitees, successors or assigns.

"Grantor" means **[** the trustees for the time being of the Rangitāne Tū Mai Rā Trust **]** and includes any other owners from time to time of the Servient Land.

"Instrument" means this instrument.

"monument" means that monument known as the Hamua Memorial Gate.

"Servient Land" means the land over which the monument is located as described in Schedule A of this instrument.

16 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.

The Common Seal of [ ])
was affixed in the presence of as Grantor:)

_____

Name:
Position:

_____

Name:
Position:

The Common Seal of **Tararua District Council**)
was affixed in the presence of:)

_____

Name:
Position:

_____

Name:
Position:

8.2 KUMETI ROAD PROPERTY EASEMENT

8: KUMETI ROAD PROPERTY EASEMENT

E A S E M E N T I N S T R U M E N T
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

Hawke's Bay

Grantor *Surname must be underlined*

Her Majesty the Queen acting by and through the Minister of Conservation

Grantee *Surname must be underlined*

[The trustees of Rangitāne Tū Mai Rā Trust]

Grant of easement

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

Dated this	day of	20

ATTESTATION:

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

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

	Signed in my presence by the Grantee: _____ *Signature of Witness* **Witness Name:** **Occupation:** **Address:**
---------- **Signature of Grantee**	

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee

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

A N N E X U R E S C H E D U L E A

Easement Instrument	Dated:	Page 1 of 1 pages

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT *or* in gross)
Right of Way	[The 5m strip marked red on OTS-204-16] **The Easement Area**	[Part Section 1 Block XI Norsewood Survey District] **The Grantor's Land**	[All that piece of land containing 0.15 hectares, approximately, being Part Section 1 Block XI Norsewood Survey District. Subject to survey. As shown on OTS-204-16]

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

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

A N N E X U R E S C H E D U L E B

Easement Instrument	Dated:	Page 1 of 3 pages

RIGHTS AND POWERS

1 Right of way

1.1 The right of way includes the right for the Grantee, its employees, contractors and invitees in common with the Grantor and other persons to whom the Grantor may grant similar rights to at all times go over and along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles and equipment.

1.2 The right of way includes—

1.2.1 the right to repair and maintain the existing track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and

1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track.

1.3 The right of way does not confer any right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.

1.4 No horse or any other animal (other than a dog in accordance with the rules in place for the surrounding public conservation land) may be taken on the Easement Area without the consent of the Grantor.

2 General rights

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

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

3 Repair, maintenance, and costs

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

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

Easement Instrument	Dated:	Page 2 of 3 pages

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

3.3 Prior to any repair or maintenance being carried out, the parties will discuss the extent of the repair or maintenance to be carried out and agree the proportion of costs to be paid by each party. The costs will be assessed on the standard of the vehicle track required by each party and their degree and nature of use.

3.4 The Grantee must meet any associated requirements of the relevant local authority.

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

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

4 Rights of entry

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

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

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

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

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land and its reserve and freshwater values, or to the Grantor.

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

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

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

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

Easement Instrument	Dated:	Page 3 of 3 pages

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

5 Default

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

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

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

(i) meet the obligation; and

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

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

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

6 Disputes

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

(a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and

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

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

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

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

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

8.3 RONGOKAHA PROPERTY EASEMENT

Easement instrument to grant easement in Gross

Sections 90A and 90F, Land Transfer Act 1952

Section [x], Rangitāne o Wairarapa Claims Settlement Act 20xx

Land registration district

Wellington

Grantor

Surname(s) must be underlined.

Her Majesty the Queen acting through the Minister of Conservation

Grantee

Surname(s) must be underlined.

Wellington Regional Council

Grant of easement in Gross

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

Schedule A

Continue in additional Annexure Schedule if required.

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT *or* in gross)
Right to install, access and operate environmental monitoring station	[The area shown in red on OTS-204-17]	[All that piece of land containing 12.47 hectares, approximately, being Part Sections 28 and 30, and Sections 29 and 31 Block IV Mikimiki Survey District. Subject to survey. As shown on OTS-204-17.]	In Gross

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

Delete phrases in [ ] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

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

The implied rights and powers are **~~varied/negatived/added to~~** ~~or~~ **substituted** by:

~~Memorandum number , registered under section 155A of the Land Transfer Act 1952.~~

The provisions set out in the Annexure Schedule.

Covenant provisions

Delete phrases in [ ] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

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

~~Memorandum number , registered under section 155A of the Land Transfer Act 1952.~~

Annexure Schedule 2.

Annexure Schedule

Insert type of instrument

Easement in Gross	Dated		Page	1	of	4	Pages

Continue in additional Annexure Schedule, if required.

1 Interpretation

1.1 In this Easement Instrument, unless the context requires otherwise:

Easement Facility means:

(a) the concrete recorder hut, meteorological instruments, bubbler line and staff gauge for river level measurement, manned cableway across the river for flood gauging, environmental recording and/or monitoring devices and other structures and equipment suitable for the purpose for which the easement is granted (whether above or under the ground),

(b) fences and other structures or security measures to protect the above structures and equipment, and

(c) anything in replacement or substitution of the above (provided such being of the same environmental effect, character and scale of the facility which is being replaced or substituted),

constructed or installed (or to be constructed or installed pursuant to this Easement Instrument) on that part of the Servient Land described as the Stipulated Area.

Grantee means the person named as Grantee in this Easement Instrument and includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantee.

Grantor means the registered proprietor of the Servient Land and includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantor.

Servient Land means the parcel of land described in Schedule A of this Easement Instrument, and includes the Stipulated Area.

Stipulated Area means the course that is delineated on the plan referred to in Schedule A of this Easement Instrument.

2 Right to install and operate environmental monitoring station

2.1 The right to install, access and operate environmental monitoring station includes the right for the Grantee to construct, install and operate the Easement Facility for the purposes of environmental monitoring including river flow monitoring, meteorological monitoring, water quality monitoring and/or any other monitoring use which the grantee decides to undertake on the Stipulated Area or Easement Facility.

2.2 The right to install, access and operate environmental monitoring station includes the right of access onto and over the servient land by a reasonable route (at the time of entry) from the public road to the stipulated area or easement facility.

2.3 The right of access in clause 2.2 includes the right to enter upon and over the Servient Land:

(a) with any kind of vehicle, machinery, or equipment; and

(b) with any materials which the Grantee requires for the operation, construction or installation of the Easement Facility.

Annexure Schedule

Insert type of instrument

Easement in Gross	Dated		Page	2	of	4	Pages

Continue in additional Annexure Schedule, if required.

General rights

3.1 The easement granted in this Easement Instrument includes:

(a) the right to use any Easement Facility already situated on the Stipulated Area for the purpose of the easement granted; and

(b) if no suitable easement facility exists, the right to construct and install an Easement Facility reasonably required by the Grantee (subject to obtaining the prior approval of the Grantor for any new facility, improvements, infrastructure or structure).

3.2 The Grantor must not do and must not allow to be done on the Servient Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Facility.

3.3 The Grantor must not plant any trees or construct any improvements or structures on the Stipulated Area which may interfere with or restrict the rights of the Grantee or interfere with the efficient operation of the Easement Facility.

3.4 The Grantee must not do and must not allow to be done on the Servient Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Facility.

4 Repair, maintenance, and costs

4.1 The Grantee is responsible for arranging the repair and maintenance of the Easement Facility, and for the associated costs, so as to keep the facility in good order and to prevent it from becoming a danger or nuisance.

4.2 The Grantee bears the cost of all work done outside the Servient Land.

4.3 The Grantee must comply with any associated requirements and associated costs of the relevant local authority.

5 Rights of entry

5.1 For the purpose of performing any duty or in the exercise of any rights conferred by this Easement Instrument, the Grantee may:

(a) enter upon the Servient Land by a reasonable route and with all necessary tools, vehicles, and equipment; and

(b) remain on the Servient Land for a reasonable time for the sole purpose of completing the necessary work; and

Annexure Schedule

Insert type of instrument

Easement in Gross	Dated		Page	3	of	4	Pages

Continue in additional Annexure Schedule, if required.

(c) leave any vehicles or equipment on the Servient Land for a reasonable time if work is proceeding.

5.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Servient Land or to the Grantor.

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

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

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

5.6 The Grantee must compensate the Grantor for all damages caused by the work to any crop (whether ready for harvest or not) and must immediately make good any damage done to any buildings, erections, or fences on the Servient Land.

5.7 The Grantee must compensate the Grantor or alternatively replant any indigenous vegetation that is damaged by the work so as to restore the indigenous vegetation as nearly as possible to its former condition.

6 Default

6.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this easement:

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

(b) if, at the expiry of the 7 working day period, the party in default has not met the obligation, the other party may:

(i) meet the obligation; and

(ii) for that purpose, enter the Servient Land:

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

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

Annexure Schedule

Insert type of instrument

Easement in Gross	Dated		Page	4	of	4	Pages

Continue in additional Annexure Schedule, if required.

Disputes

7.1 If a dispute arises between parties who have a registered interest under this easement:

(a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and

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

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

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

(ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the Wellington branch of the New Zealand Law Society (being the branch of the New Zealand Law Society that has its headquarters closest to the land).

8.4 TE PUNANGA PROPERTY EASEMENT

8: ENCUMBRANCES: TE PUNANGA PROPERTY EASEMENT

E A S E M E N T I N S T R U M E N T
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

Wellington

Grantor *Surname must be underlined*

Her Majesty the Queen acting by and through the Minister of Conservation

Grantee *Surname must be underlined*

[The trustees of Rangitāne Tū Mai Rā Trust]

Grant of easement

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

Dated this day of 20

ATTESTATION:

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

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

	Signed in my presence by the Grantee: _____ *Signature of Witness* **Witness Name:** **Occupation:** **Address:**
---------- **Signature of Grantee**	

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee

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

8: ENCUMBRANCES: TE PUNANGA PROPERTY EASEMENT

A N N E X U R E S C H E D U L E A

Easement Instrument	Dated:	Page 1 of 1 pages

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT *or* in gross)
Right of Way	[The 5m strip marked red on OTS-204-23] **The Easement Area**	[Part Lot 1 DP 10247 and Part Section 390 Taratahi District] **The Grantor's Land**	[All that piece of land containing 0.15 hectares, approximately, being Part Lot 1 DP 10247 and Road to be Closed. Subject to survey. As shown on OTS-204-23]

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

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

A N N E X U R E S C H E D U L E B

Easement Instrument	Dated:	Page 1 of 3 pages

RIGHTS AND POWERS

1 Right of way

1.1 The right of way includes the right for the Grantee, its employees, contractors and invitees in common with the Grantor and other persons to whom the Grantor may grant similar rights to at all times go over and along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment.

1.2 The right of way includes—

1.2.1 the right to repair and maintain the existing track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and

1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track.

1.3 The right of way does not confer any right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.

1.4 No horse or any other animal (other than a dog in accordance with the rules in place for the surrounding public conservation land) may be taken on the Easement Area without the consent of the Grantor.

2 General rights

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

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

3 Repair, maintenance, and costs

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

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

Easement Instrument	Dated:	Page 2 of 3 pages

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

3.3 Prior to any repair or maintenance being carried out, the parties will discuss the extent of the repair or maintenance to be carried out and agree the proportion of costs to be paid by each party. The costs will be assessed on the standard of the vehicle track required by each party and their degree and nature of use.

3.4 The Grantee must meet any associated requirements of the relevant local authority.

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

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

4 Rights of entry

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

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

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

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

4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land and its reserve and freshwater values, or to the Grantor.

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

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

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

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

Easement Instrument	Dated:	Page 3 of 3 pages

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

5 Default

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

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

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

(i) meet the obligation; and

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

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

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

6 Disputes

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

(a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and

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

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

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

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

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

8.5 MĀHARAHARA PEAK PROPERTY AND MATANGINUI PEAK PROPERTY EASEMENT

8: ENCUMBRANCES: MĀHARAHARA PEAK PROPERTY AND MATANGINUI PEAK PROPERTY EASEMENT

E A S E M E N T I N S T R U M E N T
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

Wellington and Hawke's Bay

Grantor *Surname must be underlined*

[The trustees of Rangitāne Tū Mai Rā Trust]

Grantee *Surname must be underlined*

Her Majesty the Queen acting by and through the Minister of Conservation

Grant of easement

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

Dated this	day of	20

ATTESTATION:

	Signed in my presence by the Grantor:
	_____
	Signature of Witness
	Witness Name:
	Occupation:
_____	**Address:**
Signature of Grantor	

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

Signed on behalf of Her Majesty the Queen by	**Signed in my presence by the Grantee**
acting under a delegation from the Minister of Conservation _____ **Signature of Grantee**	_____ *Signature of Witness* **Witness Name:** **Occupation:** **Address:**

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee

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

8: ENCUMBRANCES: MĀHARAHARA PEAK PROPERTY AND MATANGINUI PEAK PROPERTY EASEMENT

A N N E X U R E S C H E D U L E A

Easement Instrument	Dated:	Page 1 of 1 pages

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT *or* in gross)
Right of Way	(a) [The 5m strip marked by a dotted red line on OTS-204-20]	(a) [All that piece of land containing 7.76 hectares, approximately, being Part Maharahara, Part Maharahara (Wharite) and Part Tamaki 5. Subject to survey. As shown on OTS-204-20]	In gross
	(b) [The 5m strip marked by a dotted red line on OTS-204-22]	(b) [All that piece of land containing 7.64 hectares, approximately, being Part Maharahara, Part Maharahara (Wharite), Part Tamaki 5 and Part Section 1 Block XI Norsewood Survey District. Subject to survey. As shown on OTS-204-22]	In gross
	The Easement Area	**The Grantor's Land**	

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

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

ANNEXURE SCHEDULE B

Easement Instrument	Dated:	Page 1 of 4 pages

RIGHTS AND POWERS

1 Rights of way

1.1 The right of way includes the right for the Grantee its employees, contractors and invitees (including the general public) in common with the Grantor and other persons to whom the Grantor may grant similar rights to at all times go over and along the Easement Area by foot.

1.2 The right of way includes—

1.2.1 the right to repair and maintain the existing access track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the Easement is granted; and

1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track;

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

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

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

1.4 No horse or any other animal (other than a dog in accordance with the rules in place for the surrounding public conservation land) may be taken on the Easement Area without the consent of the Grantor.

1.5 No firearm or other weapon may be discharged on the Easement Area without the consent of the Grantor

1.6 The public may not light any fires or deposit any rubbish or other materials on the Easement Area.

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

Easement Instrument	Dated:	Page 2 of 4 pages

2 General rights

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

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

2.3 The Grantee may transfer or otherwise assign this easement, following consultation with the Grantor.

3 Repair, maintenance, and costs

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

3.2 The Grantee must meet any associated requirements of the relevant local authority.

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

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

4 Rights of entry

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

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

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

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

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

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

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

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

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

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

5 Default

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

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

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

(i) meet the obligation; and

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

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

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

6 Disputes

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

(a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and

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

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

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

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

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