

SCHEDULE 4

COMMERCIAL REDRESS – LICENSED LAND

THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 4: COMMERCIAL REDRESS -LICENSED LAND

PART 1: DESCRIPTION OF LICENSED LAND

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(Clause 12)

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 4: COMMERCIAL REDRESS –LICENSED LAND**

PART 1: DESCRIPTION OF LICENSED LAND

Name	Legal description	Encumbrance	Document
Rotoehu Forest / Part West Block	1689 hectares, approximately, being Lot 1 DPS 45081, Lot 1 DPS 53628, Pt Lot 1 DPS 57554, Lot 1 DPS 57547, Lots 1, 2 & Pt Lot 3 DPS 53632, Lot 2 DPS 68401. <i>Gazette</i> Notice S642166, <i>Gazettes</i> 1937 page 1711, GN1938 page 1601, 1944 page 359, 1938 page 1687, Subject to survey. (All South Auckland Land District)	Subject to Crown forestry licence	SA58A/550*
		Subject to public access easement over area 'A' on DPS 57547	SA58A/650
		Subject to protective covenant - archaeological	SA58A/600
		Subject to protective covenant (conservation) over area 'A' on DPS 45081	SA58A/600
		Subject to protective covenant - forest research	SA58A/600
		Subject to a right of way in favour of Conservation land being Part Closed Road SO 29262 over area 'A' on DPS 57547 (Pukehangi Road)	Clause 12.9
		Together with an appurtenant right of way in favour of Lot 1 DPS 57551, Lot 1 DPS 57547, Lot 1 DPS 57548 and Lot 1 DPS 57545 over area 'J' on DPS 57551 (Erima Road, if required)	Clause 12.11
		Together with an appurtenant right of way in favour of Lot 1 DPS 57551, Lot 1 DPS 57547, Lot 1 DPS 57548 and Lot 1 DPS 57545 over area 'K' on DPS 57551 (Erima Road, if required)	Clause 12.11
Together with an appurtenant right of way in favour of Lot 1 DPS 57551, Lot 1 DPS 57547, Lot 1 DPS 57548 and Lot 1 DPS 57545 over area 'A' on DPS 68064 (Wairoa Road, if required)	Clause 12.11		



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PART 1: DESCRIPTION OF LICENSED LAND

Name	Legal description	Encumbrance	Document
		Together with an appurtenant right of way in favour of Lot 1 DPS 57551, Lot 1 DPS 57547, Lot 1 DPS 57548 and Lot 1 DPS 57545 over area 'A' on DPS 64819 (Hannons Road, if required)	Clause 12.11
		Together with an appurtenant right of way in favour of Lot 1 DPS 57551, Lot 1 DPS 57547, Lot 1 DPS 57548 and Lot 1 DPS 57545 over area 'A' on DPS 68055 (Pukehange and Kohekohe Roads, if required)	Clause 12.11
		Together with an appurtenant right of way in favour of Lot 1 DPS 57554 over area 'A' on DPS 66965 (if required)	
		Subject to a right of way in favour of Lot 1 DPS 57550, Part Lot 1 DPS 57551 and Part Lot 1 DPS 57645 as shown on SO 306594 over area 'A' on DPS 57547	

*NOTE: Document references include computer interest registers in the South Auckland Land District (eg SA58A/550)

PART 2: TERMS OF TRANSFER – LICENSED LAND

**PART 2: TERMS OF TRANSFER –
LICENSED LAND**

(Clause 12.1)

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 4: COMMERCIAL REDRESS – SETTLEMENT LICENSED LAND**

PART 2: TERMS OF TRANSFER – LICENSED LAND

1 TRANSFER SUBJECT TO RELEVANT ENCUMBRANCES

- 1.1 The Crown must transfer the fee simple estate in the Licensed Land to the Te Pumautanga Trustees on the terms set out in Part 12 of this Deed, and in this Part 2 of Schedule 4, subject to and, where applicable, with the benefit of the Relevant Encumbrances.
- 1.2 The Crown and the Te Pumautanga Trustees may agree in writing to vary or add to the Relevant Encumbrances affecting the Licensed Land.
- 1.3 The Te Pumautanga Trustees must not unreasonably withhold or delay its consent to varying a Relevant Encumbrance or granting a new Encumbrance affecting the Licensed Land.
- 1.4 The Licensed Land will be transferred:
- 1.4.1 as Redress; and
 - 1.4.2 without charge to, or consideration to be provided or paid by, the Te Pumautanga Trustees or any other person.
- 1.5 The Crown will pay the survey and registration costs required to transfer the fee simple estate in the Licensed Land to the Te Pumautanga Trustees.

2 OBLIGATIONS PRIOR TO SETTLEMENT DATE

- 2.1 Between the Date of this Deed and the Settlement Date the Crown must consult with, and obtain the prior written consent of, the Te Pumautanga Trustees (which will not be unreasonably withheld or delayed) before:
- 2.1.1 agreeing to any material variation in the terms of any Relevant Encumbrance affecting the Licensed Land; or
 - 2.1.2 procuring any consent, or providing any waiver, under the Resource Management Act, or other legislation, that materially affects the Licensed Land.
- 2.2 The Crown must, if it carries out works, or gives specific authority in writing for works to be carried out, on the Licensed Land, between the Date of this Deed and the Settlement Date, for which the Crown must by law obtain a building consent or permit, comply with any obligations imposed on the Crown under the Building Act in respect of such works.
- 2.3 The Crown must pay all charges for electric power, gas, water, and other utilities that the Crown owes as owner of the Licensed Land until the Settlement Date except where those charges are payable by any tenant or occupant directly to the relevant supplier.
- 2.4 Subject to the terms of any Relevant Encumbrance affecting the Licensed Land, the Crown must use reasonable endeavours to obtain permission for the Te

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**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
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PART 2: TERMS OF TRANSFER – LICENSED LAND

Pumautanga Trustees (or a person authorised by the Te Pumautanga Trustees), upon reasonable notice, to enter the Licensed Land on one occasion before the Settlement Date to examine it.

3 POSSESSION AND SETTLEMENT

3.1 On the Settlement Date possession must be given and taken of the Licensed Land subject to the Relevant Encumbrances.

3.2 Subject to paragraph 9, on the Settlement Date the Crown must hand to the Te Pumautanga Trustees:

3.2.1 a registrable memorandum of transfer for the Licensed Land;

3.2.2 all other instruments in registrable form which may be required by this Part 2, including those referred to in paragraph 3.3; and

3.2.3 all contracts and other documents which create unregistered rights, interests and obligations affecting the registered proprietor's interest (but not proclamations, *Gazette* notices and similar public notices) and which will continue following Settlement.

3.3 The Te Pumautanga Trustees must, within 5 Business Days of the Settlement Date or, if paragraph 9 applies, within the timeframe set out in paragraph 9, lodge the following documents for registration in the following order in relation to the Licensed Land:

3.3.1 written applications for computer freehold registers in the name of the Crown for the Licensed Land;

3.3.2 the transfer to the Te Pumautanga Trustees; and

3.3.3 the easements to be granted under clauses 12.9-12.11.

3.4 All outgoing and incoming (including rates, excluding insurance premiums) in relation to the Licensed Land must be apportioned at the Settlement Date.

3.5 The Crown must supply a statement of apportionments to the Te Pumautanga Trustees before the Settlement Date in respect of each Parcel of Licensed Land. On the Settlement Date:

3.5.1 the Te Pumautanga Trustees must pay to the Crown the amount by which the outgoing (except for insurance premiums) for the Licensed Land pre-paid by the Crown in respect of a period after the Settlement Date exceed the incoming received by the Crown for that period; or

3.5.2 the Crown must pay to the Te Pumautanga Trustees the amount by which the incoming received by the Crown in respect of a period after the Settlement Date exceed the outgoing (except for insurance premiums) for the Licensed Land pre-paid by the Crown for that period.



**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
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PART 2: TERMS OF TRANSFER – LICENSED LAND

- 3.6 The Crown must make available to the Te Pumautanga Trustees on the Settlement Date any keys to gates to the Licensed Land that are in the possession of the Crown at the Settlement Date.
- 3.7 The Licensed Land must be transferred inclusive of all fixtures and fittings that are owned by the Crown and are situated on the Licensed Land at the Date of this Deed and those fixtures and fittings will be free from any charge.
- 3.8 No chattels situated on or about the Licensed Land will be included in its transfer.

4 RISK AND INSURANCE

- 4.1 The Licensed Land will remain at the sole risk of the Crown until the Settlement Date and, from the Settlement Date, it will remain at the sole risk of the Te Pumautanga Trustees.
- 4.2 In the event that, prior to the Settlement Date, the Licensed Land is destroyed or damaged and such destruction or damage has not been made good by the Settlement Date, then the following provisions apply:
- 4.2.1 the Te Pumautanga Trustees must complete the transfer of the Licensed Land at its Redress Value on the condition that the Crown pay to the Te Pumautanga Trustees (as alternative redress) an amount equal to the amount (if any) by which the Redress Value for the Licensed Land is more than the value of the Licensed Land as at the Settlement Date as a result of the destruction or damage; and
- 4.2.2 either Party may give the other Party notice in writing requiring that any dispute as to the application of this paragraph 4.2 be determined by an arbitrator to be appointed by the president or vice-president of the law society for the district where the Licensed Land is located, and the Party serving the notice may at any time after that refer the dispute to the arbitrator for determination under the Arbitration Act.
- 4.3 If a dispute relating to a claim by the Te Pumautanga Trustees for a diminution in value of the Licensed Land under paragraph 4.2.1 is not determined by the Settlement Date, then:
- 4.3.1 settlement shall take place on the Settlement Date in accordance with this Part 2 as if there had been no destruction or damage; and
- 4.3.2 upon the determination of the dispute the Crown shall pay to the Te Pumautanga Trustees within 7 Business Days from such determination a sum equal to the diminution in value of the Licensed Land (as alternative redress) and interest from Settlement Date to the date of that payment at the rate set out in clause 15.2 of this Deed.
- 4.4 The Te Pumautanga Trustees will not be required to take over from the Crown any insurance policies in relation to the Licensed Land.

5 REDRESS VALUE

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
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PART 2: TERMS OF TRANSFER – LICENSED LAND

- 5.1 For the purposes of establishing the amount of any damages arising out of a breach by the Crown of any of its obligations under this Part 2 in respect of the Licensed Land, the Redress Value for the Licensed Land will be treated as its value immediately before the relevant event or breach.
- 5.2 To avoid doubt the Parties acknowledge that the Redress Value of the Licensed Land will not be affected by:
- 5.2.1 any addition or variation to the Relevant Encumbrances agreed in writing by the Crown and the Te Pumautanga Trustees under paragraph 1.2; or
- 5.2.2 any variation to a Relevant Encumbrance agreed by the Crown and the Te Pumautanga Trustees under paragraph 2.1.1.
- 6 BOUNDARIES, TITLE, ETC**
- 6.1 The Crown will not be bound to point out the boundaries of the Licensed Land.
- 6.2 If the Licensed Land is subject only to Relevant Encumbrances, the Te Pumautanga Trustees:
- 6.2.1 will be treated as having accepted the Crown's title to the Licensed Land as at the Date of this Deed; and
- 6.2.2 may not make any objections to, or requisitions on, it.
- 6.3 Except as otherwise expressly set out in this Part 2, no error, omission or misdescription of the Licensed Land or its title shall annul the transfer of the Licensed Land.
- 6.4 The Crown will not be liable to pay for, or contribute towards, the expense of erection or maintenance of any fence between the Licensed Land and any contiguous land of the Crown (unless it is the Crown that requires the fence in which case the Crown shall meet all the costs of erecting the fence); and
- 6.4.1 this clause will not continue for the benefit of any subsequent purchaser of the contiguous land; and
- 6.4.2 the Crown may require the inclusion of a fencing covenant to this effect in any transfer of the Licensed Land.



**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
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PART 2: TERMS OF TRANSFER – LICENSED LAND

7 OBLIGATIONS AFTER SETTLEMENT

- 7.1 If the Crown receives any notice or demand in relation to the Licensed Land from the Crown, any territorial authority or any tenant after the Settlement Date, the Crown will, if not paying or complying with such notice or demand, promptly deliver it to the Te Pumautanga Trustees or the Te Pumautanga Trustees' solicitor and, if the Crown fails to do so, the Crown will be liable for any penalty incurred.
- 7.2 Immediately after the Settlement Date, the Crown will give notice of the transfer of the Licensed Land to the territorial authority having jurisdiction in respect of that property.

8 DISCLOSURE INFORMATION

- 8.1 The Crown warrants to the Te Pumautanga Trustees that, at the Date of this Deed, the Disclosure Information in relation to the Licensed Land is all the material information that relates to the Licensed Land, of which the Land Holding Agency is aware, the Land Holding Agency having inspected its records but not having undertaken a physical inspection of the Licensed Land or made enquiries beyond the records of the Land Holding Agency.
- 8.2 Except as provided in paragraph 8.1, the Crown gives no representation or warranty (whether express or implied) nor accepts any responsibility with respect to:
- 8.2.1 the Licensed Land including as to its ownership, management, occupation, physical condition, use or compliance with:
- (a) any legislation including by-laws; or
 - (b) any enforcement or other notice, requisition or proceedings issued by any authority; or
 - (c) the completeness or accuracy of the Disclosure Information in relation to the Licensed Land.
- 8.3 The Affiliate Te Arawa Iwi/Hapu acknowledge that (although the Crown is not giving any representation or warranty in relation to the Licensed Land except as provided in paragraph 8.1) the Affiliate Te Arawa Iwi/Hapu had the opportunity prior to the Date of this Deed (in addition to being able to examine the Disclosure Information) to:
- 8.3.1 inspect the Licensed Land; and
- 8.3.2 determine its state and condition.

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PART 2: TERMS OF TRANSFER – LICENSED LAND

9 DELAYED TRANSFER OF LEGAL TITLE

9.1 If the Licensed Land is not all of the land contained in a computer freehold register or registers, the Crown covenants for the benefit of the Te Pumautanga Trustees that it will:

9.1.1 arrange for the creation of a computer freehold register for all the Licensed Land; and

9.1.2 transfer title to all the Licensed Land, as soon as is reasonably practicable, but no later than five years after the Settlement Date.

9.2 The covenant given by the Crown under paragraph 9.1 shall have effect and be enforceable, despite being positive in effect and there being no dominant tenement.

9.3 If paragraph 9.1 applies then, for the period from the Settlement Date until the date that the Crown transfers the title to the Licensed Land to the Te Pumautanga Trustees:

9.3.1 the Te Pumautanga Trustees will be the beneficial owner of that property; and

9.3.2 all the other obligations and rights to be performed or arising on the Settlement Date will still be performed and arise as if full legal title had passed to the Te Pumautanga Trustees on the Settlement Date.

10 MISCELLANEOUS

Further Assurances

10.1 The Crown and the Te Pumautanga Trustees must, at the request of the other, sign and deliver any further documents or assurances and do all acts and things that the other may reasonably require to give full force and effect to clauses 12.1 and 12.2 of this Deed and this Part 2.

Non merger

10.2 On transfer of the Licensed Land to the Te Pumautanga Trustees, the provisions of this Part 2 will not merge and, to the extent any provision has not been fulfilled, will remain in force.



PART 3: EASEMENTS

PART 3: EASEMENTS

(Clauses 12.9-12.11)

PART 3: EASEMENT – TYPE A

PART 3: EASEMENT – TYPE A

(Clause 12.9)

THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 4: COMMERCIAL REDRESS – LICENSED LAND

PART 3: EASEMENT – TYPE A

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Memorandum of Transfer, unless the context otherwise requires:

["**Crown Forestry Licence**" means a Crown forestry licence granted under section 14 of the Crown Forest Assets Act 1989;

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Transferor's Land and includes the successors and assigns of the Crown Forestry Licensee;]

[These definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]

"**The Sovereign** in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

1.2 Construction

In the construction of this Transfer unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Transfer;

1.2.2 references to Clauses and the Schedule are to the clauses and the schedule of this Transfer;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

2.1 The Transferor hereby grants to the Transferee a right of way over that part of the Transferor's Land shown marked [insert details] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Transfer to the intent that the easement shall be forever appurtenant to the Transferee's Land as set out in the First Schedule.

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 4: COMMERCIAL REDRESS – LICENSED LAND**

PART 3: EASEMENT – TYPE A

2.2 In consideration of the Transferor agreeing to enter into this Transfer the Transferee shall duly observe the obligations imposed on it under this Transfer.

3 OBLIGATIONS OF THE TRANSFEEE

The rights and powers conferred under Clause 2 are granted subject to the following conditions and obligations:

3.1 The Transferee shall when passing or repassing over the Transferor's Land:

3.1.1 wherever possible, remain on the roads and tracks constructed on the Transferor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;

3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Transferor;

3.1.3 take all due care when taking any welding equipment over the Transferor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Transferor's Land without the prior written permission of the Transferor;

3.1.4 immediately after passing through any gates on the Transferor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;

3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Transferor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Transferor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 3.1.5):

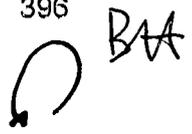
- a) comply strictly with all reasonable conditions that may be imposed from time to time by the Transferor or other lawful authority; and
- b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;

3.2 Subject to Clauses 3.7 and 3.8, the Transferee shall, at its cost, repair to the satisfaction of the Transferor, any of the Transferor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Transferee;

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 4: COMMERCIAL REDRESS – LICENSED LAND**

PART 3: EASEMENT – TYPE A

- 3.3 The Transferee shall annually pay to the Transferor a proportion of the cost of maintenance of any of the roads or tracks on the Transferor's Land commensurate with the use made by the Transferee of such roads or tracks **PROVIDED THAT** the Transferee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Transferor's negligent use of that track or road;
- 3.4 The Transferee shall not exhibit any notice or sign on the Transferor's Land without the prior written consent of the Transferor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this Clause 3.4 shall not prevent the Transferee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the Land Transport Safety Authority and must be removed when the operation has been completed;
- 3.5 The Transferee will ensure, at all times, in the exercise of the rights set out in this Transfer that its agents, employees or contractors will not obstruct or hamper the Transferor or its agents, employees and contractors, in its or their normal or reasonable use of the Transferor's Land;
- 3.6 Subject to Clauses 3.7 and 3.8, in the event that the Transferor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Transferee, then any necessary improvements and maintenance shall be at the sole cost of the Transferee;
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Transferee shall not:
- 3.7.1 widen the road; or
 - 3.7.2 alter the location of the road; or
 - 3.7.3 alter the way in which the run-off from the road is disposed of; or
 - 3.7.4 change the nature of the road surface; or
 - 3.7.5 park or store equipment or material on the Transferor's Land,
- without the Transferor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 3.8 The Transferee shall not erect any structures on the Transferor's Land or make any additions or alterations to existing structures or replace such structures unless the

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**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 4: COMMERCIAL REDRESS – LICENSED LAND**

PART 3: EASEMENT – TYPE A

Transferee has obtained the Transferor's prior written consent, such consent not to be unreasonably withheld or delayed;

- 3.9 The Transferee shall not at any time, except with the prior written approval of the Transferor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Transferor's Land nor shall the Transferee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Transferor;
- 3.10 The Transferee shall not, without the prior written approval of the Transferor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Transferor's Land, nor shall the Transferee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Transferor;
- 3.11 The Transferee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Transferee to conduct the activities permitted by this Transfer.

4 TRANSFEROR'S RIGHTS

The Transferor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Transferor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Transferor shall furnish at the expense of the Transferee, keys to any locks fitted to any of the said gates.

5 COSTS

The Transferee shall be liable to the Transferor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Transferor arising from or incidental to the preparation, registration and enforcement of any provision in this Transfer.

6 LICENCE *[this clause will be omitted if there is no crown forestry licence at the time this easement is granted]*

The Transferor and the Transferee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Transferor's Land, and this Transfer is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Transfer.

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 4: COMMERCIAL REDRESS – LICENSED LAND**

PART 3: EASEMENT – TYPE A

7 DELEGATION

All rights, benefits, and obligations of a party to this Transfer arising under this Transfer may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Transfer.

8 NOTICES

8.1 Any notices to be given by one party under this Transfer to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

8.1.1 The Transferor's address as set out in paragraph 1 of the First Schedule; and

8.1.2 The Transferee's address as set out in paragraph 2 of the First Schedule.

8.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

9 SEVERABILITY

If any part of this Transfer is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Transfer which shall remain in full force.

THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 4: COMMERCIAL REDRESS – LICENSED LAND

PART 3: EASEMENT – TYPE A

Continuation of "Attestation"

Signed for and on behalf of [TE
PUMAUTANGA TRUSTEES] as
Transferor by:

In the presence of:

Name:
Occupation:
Address:

Signed for and on behalf of **THE
SOVEREIGN** as Transferee by

**Conservator for the Bay of
Plenty Conservancy** acting for
the Minister of Conservation
under delegated authority
pursuant to sections 57 and 58
of the Conservation Act 1987
and section 41 of the State
Sector Act 1988

In the presence of:

Name:
Occupation:
Address:

THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 4: COMMERCIAL REDRESS – LICENSED LAND

PART 3: EASEMENT – TYPE A

SCHEDULE

1 TRANSFEROR'S ADDRESS:

[Te Pumautanga Trustees]

[Enter Address]

2 TRANSFEREE'S ADDRESS:

Department of Conservation
Bay of Plenty Conservancy
PO Box 1446
ROTORUA

PART 3: EASEMENT – TYPE B

PART 3: EASEMENT – TYPE B

(Clause 12.10)

THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 4: COMMERCIAL REDRESS – LICENSED LAND

PART 3: EASEMENT – TYPE B

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Memorandum of Transfer, unless the context otherwise requires:

["**Crown Forestry Licence**" means a Crown forestry licence granted under section 14 of the Crown Forest Assets Act 1989;

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Transferor's Land and includes the successors and assigns of the Crown Forestry Licensee;]

[These definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]

"**The Sovereign** in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

1.2 Construction

In the construction of this Transfer unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Transfer;

1.2.2 references to Clauses and the Schedule are to the clauses and the schedule of this Transfer;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

2.1 The Transferor hereby grants to the Transferee a right of way in gross over that part of the Transferor's Land shown marked [insert details] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Transfer.

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 4: COMMERCIAL REDRESS – LICENSED LAND**

PART 3: EASEMENT – TYPE B

- 2.2 In consideration of the Transferor agreeing to enter into this Transfer the Transferee shall duly observe the obligations imposed on it under this Transfer.

3 OBLIGATIONS OF THE TRANSFEEE

The rights and powers conferred under Clause 2 are granted subject to the following conditions and obligations:

- 3.1 The Transferee shall when passing or repassing over the Transferor's Land:
- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Transferor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
 - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Transferor;
 - 3.1.3 take all due care when taking any welding equipment over the Transferor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Transferor's Land without the prior written permission of the Transferor;
 - 3.1.4 immediately after passing through any gates on the Transferor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
 - 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Transferor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Transferor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 3.1.5):
 - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Transferor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;
- 3.2 Subject to Clauses 3.7 and 3.8, the Transferee shall, at its cost, repair to the satisfaction of the Transferor, any of the Transferor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Transferee;

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 4: COMMERCIAL REDRESS – LICENSED LAND**

PART 3: EASEMENT – TYPE B

- 3.3 The Transferee shall annually pay to the Transferor a proportion of the cost of maintenance of any of the roads or tracks on the Transferor's Land commensurate with the use made by the Transferee of such roads or tracks **PROVIDED THAT** the Transferee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Transferor's negligent use of that track or road;
- 3.4 The Transferee shall not exhibit any notice or sign on the Transferor's Land without the prior written consent of the Transferor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this Clause 3.4 shall not prevent the Transferee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the Land Transport Safety Authority and must be removed when the operation has been completed;
- 3.5 The Transferee will ensure, at all times, in the exercise of the rights set out in this Transfer that its agents, employees or contractors will not obstruct or hamper the Transferor or its agents, employees and contractors, in its or their normal or reasonable use of the Transferor's Land;
- 3.6 Subject to Clauses 3.7 and 3.8, in the event that the Transferor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Transferee, then any necessary improvements and maintenance shall be at the sole cost of the Transferee;
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Transferee shall not:
- 3.7.1 widen the road; or
 - 3.7.2 alter the location of the road; or
 - 3.7.3 alter the way in which the run-off from the road is disposed of; or
 - 3.7.4 change the nature of the road surface; or
 - 3.7.5 park or store equipment or material on the Transferor's Land,
- without the Transferor's prior written consent, such consent not to be unreasonably withheld or delayed;

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 4: COMMERCIAL REDRESS – LICENSED LAND**

PART 3: EASEMENT – TYPE B

- 3.8 The Transferee shall not erect any structures on the Transferor's Land or make any additions or alterations to existing structures or replace such structures unless the Transferee has obtained the Transferor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 3.9 The Transferee shall not at any time, except with the prior written approval of the Transferor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Transferor's Land nor shall the Transferee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Transferor;
- 3.10 The Transferee shall not, without the prior written approval of the Transferor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Transferor's Land, nor shall the Transferee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Transferor;
- 3.11 The Transferee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Transferee to conduct the activities permitted by this Transfer.

4 TRANSFEROR'S RIGHTS

The Transferor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Transferor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Transferor shall furnish at the expense of the Transferee, keys to any locks fitted to any of the said gates.

5 COSTS

The Transferee shall be liable to the Transferor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Transferor arising from or incidental to the preparation, registration and enforcement of any provision in this Transfer.

6 LICENCE [*this clause will be omitted if there is no crown forestry licence at the time this easement is granted*]

The Transferor and the Transferee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Transferor's Land and this Transfer is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Transfer.

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 4: COMMERCIAL REDRESS – LICENSED LAND**

PART 3: EASEMENT – TYPE B

7 ASSIGNMENT

7.1 The Transferee may assign its rights and obligations under this Transfer to any one of the following who acquires land for an estate or interest in land from the Transferee and requires rights under this Transfer as the means of providing reasonable access to that land:

- (a) Any Crown entity as defined in section 2(1) of the Public Finance Act 1989;
- (b) Any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;
- (c) Any person who holds the land in trust for the Transferee; or
- (d) Any other person with the prior consent of the Transferor, which shall not be unreasonably withheld.

7.2 As from the date of assignment the Transferee shall cease to have any liability whatsoever in respect of this Transfer and the Transferor agrees to release the Transferee from all obligations under this Transfer from that date, but only if the assignee enters into a deed of covenant with the Transferor agreeing to be bound by the terms of this Transfer from the date of release of the Transferee.

8 DELEGATION

All rights, benefits, and obligations of a party to this Transfer arising under this Transfer may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Transfer.

9 NOTICES

9.1 Any notices to be given by one party under this Transfer to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

9.1.1 The Transferor's address as set out in paragraph 1 of the First Schedule; and

9.1.2 The Transferee's address as set out in paragraph 2 of the First Schedule.

9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 4: COMMERCIAL REDRESS – LICENSED LAND

PART 3: EASEMENT – TYPE B

10 SEVERABILITY

If any part of this Transfer is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Transfer which shall remain in full force.

THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 4: COMMERCIAL REDRESS – LICENSED LAND

PART 3: EASEMENT – TYPE B

Continuation of "Attestation"

Signed for and on behalf of [TE
PUMAUTANGA TRUSTEES] as
Transferor by:

In the presence of:

Name:
Occupation:
Address:

Signed for and on behalf of **THE
SOVEREIGN** as Transferee by

**Conservator for the Bay of
Plenty Conservancy** acting for
the Minister of Conservation
under delegated authority
pursuant to sections 57 and 58
of the Conservation Act 1987
and section 41 of the State
Sector Act 1988

In the presence of:

Name:
Occupation:
Address:

THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 4: COMMERCIAL REDRESS – LICENSED LAND

PART 3: EASEMENT – TYPE B

SCHEDULE

1 TRANSFEROR'S ADDRESS:

[Te Pumautanga Trustees]

[Enter Address]

2 TRANSFEREE'S ADDRESS:

Department of Conservation
Bay of Plenty Conservancy
PO Box 1446
ROTORUA

PART 3: EASEMENT – TYPE C

PART 3: EASEMENT – TYPE C

(Clause 12.11)

THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 3: COMMERCIAL REDRESS – LICENSED LAND

PART 3: EASEMENT – TYPE C

Date

PARTIES

- 1 THE SOVEREIGN in right of New Zealand acting by and through the Minister of Conservation (the "Grantor")
- 2 [TE PUMAUTANGA TRUSTEES] (the "Grantee")

BACKGROUND

- A. The Grantee wishes to enter upon and cross the Grantor's Land for the purpose of gaining access to and egress from the Grantee's Land (as herein defined).
- B. The Grantor has agreed to allow the Grantee to enter upon and cross the Grantor's Land, for the purposes of enabling the Grantee to gain access to and egress from the Grantee's Land on the terms and conditions set out in this Deed.

BY THIS DEED IT IS AGREED AND DECLARED as follows:

1 **DEFINITIONS AND CONSTRUCTION**

1.1 **Definitions:**

In this Deed, unless the context otherwise requires:

"**Commencement Date**" means the date first written above;

"**Deed**" means this deed, the Background and the Schedule annexed hereto;

"**Grantee**" also includes the registered proprietors of the Grantee's Land and the licensees, lessees, employees, agents, contractors, successors and assigns of the Grantee;

"**Grantor**" also includes the other registered proprietors from time to time of the Grantor's Land;

"**Grantee's Land**" means the land described in paragraph 3 of the First Schedule;

"**Grantor's Land**" means the land described in paragraph 1 of the First Schedule and includes any part thereof;

[The following definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]

"**Crown Forestry Licence**" means a Crown Forestry Licence granted under section 14 of the Crown Forest Assets Act 1989;

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 3: COMMERCIAL REDRESS – LICENSED LAND**

PART 3: EASEMENT – TYPE C

“Crown Forestry Licensee” means the Licensee under a Crown Forestry Licence over the Grantee’s Land and includes the employees, agents, contractors and successors and assigns of the Crown Forestry Licensee;]

1.2 Construction

In the construction of this Deed unless the context otherwise requires:

- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Deed;
- 1.2.2 references to Clauses and the Schedule are to the clauses and the schedule of this Deed;
- 1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

- 2.1 Pursuant to section [*enter appropriate section and title of settlement legislation*] the Grantor hereby grants to the Grantee a right of way over that part of the Grantor’s Land shown marked [] on DPS [] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negatived by the terms and conditions set out in this Deed to the intent that the easement shall be forever appurtenant to the Grantee’s Land as set out in the First Schedule.
- 2.2 In consideration of the Grantor agreeing to enter into this Deed the Grantee shall duly observe the obligations imposed on it under this Deed.

3 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under Clause 2 of this Agreement are granted subject to the following conditions and obligations:

- 3.1 The Grantee shall when passing or repassing over the Grantor’s Land:
 - 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor’s Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 3: COMMERCIAL REDRESS – LICENSED LAND**

PART 3: EASEMENT – TYPE C

3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor provided that

the Grantee shall be permitted, without limitation to use any class of vehicle which is ordinarily used in a production forest (including, but not limited to, haulers and heavy logging trucks);

3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;

3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;

3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any vegetation on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 3.1.5):

- (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
- (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;

3.2 Subject to Clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee;

3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road;

3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld)

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
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provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs shall not purport to close the road or restrict public access to the Grantor's Land, are to be consistent with the standards set by the Land Transport Safety Authority and must be removed when the operation has been completed;

3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Deed that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land;

3.6 Subject to Clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee;

3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:

3.7.1 widen the road; or

3.7.2 alter the location of the road; or

3.7.3 alter the way in which the run-off from the road is disposed of; or

3.7.4 change the nature of the road surface; or

3.7.5 park or store equipment or material on the Grantor's Land

without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed;

3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed;

3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any vegetation on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor;

3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor;

THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 3: COMMERCIAL REDRESS – LICENSED LAND

PART 3: EASEMENT – TYPE C

3.11 The Grantee shall comply at all times with all statutes and regulations, in particular the Conservation Act 1987 and the Acts in its First Schedule where relevant, and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed. Provided that pursuant to section [*enter appropriate section and title of settlement legislation*], this easement will be enforceable in accordance with its terms, notwithstanding Part IIIB of the Conservation Act 1987.

4 GRANTOR'S RIGHTS

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

5 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Deed.

6 LICENCE

[This clause will be omitted if there is no Crown Forestry Licence at the time this easement is granted]

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantee's Land, under which the Crown Forestry Licensee has rights in respect of the Grantor's Land, and this Deed is entered into subject to, and the rights under it must not be exercised in a manner inconsistent with those rights of the Crown Forestry Licensee.

7 REGISTRATION

The parties shall take and do all such acts and things necessary to ensure that this Deed (or an Easement Instrument Grant of Right of Way on substantially the same terms) is registered in the South Auckland Land Registry Office as soon as the Registrar-General of Land confirms that this Deed, or such an easement instrument, can be registered against the Grantor's Land.

8 DELEGATION

All rights, benefits, and obligations of a party to this Deed arising under this Deed may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 3: COMMERCIAL REDRESS – LICENSED LAND**

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of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Deed.

9 NOTICES

9.1 Any notice to be given by one party under this Deed to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party:

9.1.1 the Grantor's address as set out in paragraph 2 of the First Schedule;

9.1.2 the Grantee's address as set out in paragraph 4 of the First Schedule.

9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

10 SEVERABILITY

If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Deed which shall remain in full force.

11 DISPUTES RESOLUTION

Should any dispute arise between the parties touching any matter relating to this Deed then:

11.1 any dispute will be defined by written notice by the party raising it to the other and will forthwith be discussed (on a "without prejudice" basis) by the parties in an attempt to resolve their differences amicably, including, with the agreement of both parties, the discussion extending to a mediation discussion in the presence of an experienced mediator (who will be agreed between the parties or, failing agreement, a mediator appointed by the President for the time being of the Auckland District Law Society);

11.2 if such discussion or mediation between the parties fails to produce any agreement, within 14 days of receipt by the other party of the written notice, the matter in dispute will be referred to arbitration in accordance with the Arbitration Act 1996;

11.3 the arbitration will be commenced by either party giving to the other notice in writing stating the subject matter and details of the difference and that party's desire to have the matter referred to arbitration;

 BWA

THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 3: COMMERCIAL REDRESS – LICENSED LAND

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- 11.4 the arbitration will be by one arbitrator to be agreed by the parties and, failing agreement, as appointed by the then President of the New Zealand Law Society or its successor. The award in the arbitration will be final and binding on the parties.

IN WITNESS WHEREOF this Deed has been duly executed on the date first written above.

Signed for and on behalf of
THE SOVEREIGN as Grantor
by

**Conservator for the Bay of
Plenty Conservancy** acting
for the Minister of
Conservation under delegated
authority pursuant to sections
57 and 58 of the Conservation
Act 1987 and section 41 of the
State Sector Act 1988

In the presence of:

Name:

Occupation:

Address:

Signed for and on behalf of
**[TE PUMAUTANGA
TRUSTEES]** as Grantee by:

in the presence of:

Name:

Occupation:

Address:

THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 3: COMMERCIAL REDRESS – LICENSED LAND

PART 3: EASEMENT – TYPE C

FIRST SCHEDULE

1. GRANTOR'S LAND:

[enter details]

2. GRANTOR'S ADDRESS:

Department of Conservation
Bay of Plenty Conservancy
PO Box 1146
ROTORUA

3. GRANTEE'S LAND:

[enter details]

4. GRANTEE'S ADDRESS:

[Te Pumautanga Trustees]
[Enter address]