

Hon Paul Goldsmith

Minister for Arts, Culture and Heritage
Minister of Justice
Minister for Media and Communications
Minister for Pacific Peoples
Minister for the Public Service and Digitising Government
Minister for Treaty of Waitangi Negotiations



12/4/2026

Graham Bell
Chairperson
Te Whiringa o Kākaho o Ngāti Hāua

By email: graham.bell@ngatihaua.iwi.nz

Tēnā koe

Letter of Agreement to Amend Te Pua o Te Riri Kore, the Ngāti Hāua Deed of Settlement

This letter is between the trustees of Te Whiringa Kākaho o Ngāti Hāua (the post-settlement governance entity for Ngāti Hāua) on behalf of Ngāti Hāua, and myself, as the Minister for Treaty of Waitangi Negotiations, on behalf of the Crown and records an agreement to amend Te Pua o Te Riri Kore, the Ngāti Hāua Deed of Settlement (the Deed) at:

- c) clause 8.69 of the Deed; and
- d) parts 8.1, 8.2, 8.4 and 8.5 of the documents schedule.

Background to the amendment at clause 8.69 of the Deed

Under section 64 of the Ngāti Hāua Claims Settlement Act 2026, the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa (the Board) must, as soon as practicable after the settlement date, give public notice of each official geographic name specified in the table in clause 8.69 of the Deed.

In preparing the notice, the Board has advised that there are errors with the grid references for three names in the Deed which need to be corrected.

This letter records an agreement to amend clause 8.69 of the Deed, by correcting the Location (NZ Topo50 and grid references) for:

- d) the Kōkiri a Koinaki cliff (existing name "Man-of-War Bluff");
- e) the Waitaangata locality (existing name "Waitaanga"); and
- f) the Waitaangata Stream (existing name "Waitaanga Stream").

Te Whiringa Kākaho o Ngāti Hāua and the Crown agree the grid references in column three of the table in clause 8.69 should be amended for these three names to refer to the correct grid references advised by the Board.

Paul Goldsmith
LRW
17/4/26
AKB

Background to the amendment at parts 8.1, 8.2, 8.4 and 8.5 of the documents schedule

As part of the Ngāti Hāua Treaty settlement redress, Ngāti Hāua will receive four cultural redress properties. As a condition of vesting, Ngāti Hāua will grant easements in gross in favour of Ruapehu District Council (RDC) over those properties, as outlined below.

Property	Easement	Part in Documents Schedule
Tūmoana	Right to drain sewage	8.1
Ngā Huinga	Right to convey water	8.2
Takahirekareka	Right to drain sewage	8.4
Tuku Street Domain property	Right to drain water and Right to drain sewage	8.5

To better protect the interests of all parties, Ngāti Hāua and RDC wish to vary the standard rights and powers implied under the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007 for each easement with the terms and conditions attached to this letter.

Amendment Effected for the Deed at Clause 8.69

The Deed is amended by deleting the incorrect grid references in the table in clause 8.69 as shown by the struck-out text, and inserting the correct grid references as shown by the bold text below:

"8.69. The settlement legislation will, on the settlement date, provide for each of the names listed in the second column to be the official geographic name for the features set out in columns 3 and 4.

Existing Name	Official geographic name	Location (NZTopo50 and grid references)	Geographic feature type
Echolands	Matahānea	BG33 034 955	Locality
Heao Stream	Ōheao Stream	BH32 670 935 to BH32 618 611	Stream
Man-of-War Bluff	Kōkiri a Koinaki	BH32 719 688 BH32 722 688	Cliff
Nihoniho	Te Niho o te Kiore	BG32 773 052	Locality
Ōhura	Ōhura	BG32 720 990	Locality
Ōhura River	Ōhura River	BG33 951 203 to BH32 787 769	Stream
Ongarue River	Ōngaaruhe River	BG35 296 296 to BH33 954 928	Stream
Ōwhango	Ōwhango	BH34 060 806	Locality
Port Arthur (local use)	Te Kerikeri	BH33 845 924	Maunga
Retaruke	Rere Tāruke	BH33 846 676	Locality

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A.P.

Existing Name	Official geographic name	Location (NZTopo50 and grid references)	Geographic feature type
Retaruke River	Te Awa o Rere Tāruke	BJ33 009 518 to BH32 790 692	Stream
Waitaanga	Waitaangata	BG32 601 005 BG32 597 003	Locality
Waitaanga Stream	Waitaangata Stream	BG32 612 605 to BH32 621 893 BG32 614 051 to BH32 624 932	Stream

Amendment Effected for Deed at Parts 8.1, 8.2, 8.4 and 8.5 of the documents schedule

The Deed is amended by replacing:

- a) the Tūmoana Easement in part 8.1 of the documents schedule with the easement document in **Appendix 1**;
- b) the Ngā Huinga Right to Convey Water Easement in part 8.2 of the documents schedule with the easement document in **Appendix 2**;
- c) the Takahirekareka Easement in part 8.4 of the documents schedule with the easement document in **Appendix 3**; and
- d) the Tuku Street Domain Property Easements in part 8.5 of the documents schedule with the easement document in **Appendix 4**.

The Deed remains unchanged except to the extent provided above.

The amendment to the Deed takes effect when this letter is countersigned.

Implementation

The changes outlined in this letter are minor changes to the Deed to ensure the redress is implemented correctly. These changes do not alter the substance or intent of the settlement. We have therefore agreed a deed to amend the Deed is not required. This letter will be published alongside the Deed on the website of The Office of Treaty Settlements and Takutai Moana – Te Tari Whakataua.

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I would be pleased if you would confirm the agreement of both parties to amend the Deed as outlined above, by countersigning this letter.

Nāku noa, nā



Hon Paul Goldsmith

Minister for Treaty of Waitangi Negotiations

Dated: 12/4/2026

I confirm the agreement of the trustees of Te Whiringa Kākaho o Ngāti Hāua to amend Te Pua o Te Riri Kore – Ngāti Hāua Deed of Settlement as outlined in the letter above and in the appendices.

Signed for and on behalf of the trustees of
Te Whiringa Kākaho o Ngāti Hāua by:

Lois Jean Tutemahurangi



Joseph George Allen



Louise Raewyn Wahapa



Aaron Jon Rice-Edwards



Raemoana Piki Waitapu Tairaoa-Whatarangi



Dated: 5/5/26

Graham Evans Bell



Appendix 1

8.1. TŪMOANA EASEMENT

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sen of [unclear]
2017 [unclear]*

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Graham Evans BELL, Lois Jean TUTEMAHURANGI, Louise Raewyn WAHAPA,
Raemoana Pikiwaitapu TAIAROA, Aaron Jon RICE-EDWARDS and Joseph George ALLEN

Grantee

RUAPEHU DISTRICT COUNCIL

Grant of Easement or *Profit à prendre*

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to drain sewage	As shown marked "A" on SO 614130	RT 1261351 – Section 1 SO 614130	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 specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 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 209 of the Land Transfer Act 2017]

the provisions set out in Annexure Schedule 1

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Lawyer
RAEB
AJR

Annexure Schedule 1

Insert type of instrument

Easement Instrument to Grant

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Pages

Continue in additional Annexure Schedule, if required.

1. Interpretation

1.1 In this Instrument unless the context otherwise requires:

“**Easement Area**” has the meaning given to it in Schedule Five of the Land Transfer Regulations 2018.

“**Easement Facility**” in relation to the right to drain sewage, means any pipes, conduits, pumps, tanks, manholes, valves, surface boxes, or any other equipment suitable for that purpose under the ground, and anything in replacement or substitution.

1.2 In the interpretation of this Instrument:

- (a) Words importing the singular or plural number will be deemed to include the plural and singular number respectively;
- (b) Headings are inserted as a matter of convenience only and in no way define, limit or describe the scope or intent of the clauses of this Instrument;
- (c) References to any party include that party’s executors, administrators, and assigns, or being a company, its successors and assigns;

2. Right to Drain Sewage

2.1 The Grantee, shall have the full, free, uninterrupted and unrestricted right, liberty and licence at all times hereafter:

- (a) To drain, discharge and convey sewage and other waste material and waste fluids in a free and unimpeded flow (except during any periods of necessary cleaning and repair) and in any quantity through the Easement Facility; and
- (b) To lay, make, construct, maintain, alter or repair the Easement Facility as the Grantee shall from time to time think fit.

3. Grantee’s rights and obligations

3.1 For the purpose of performing any duty or in the exercise of any rights expressed or implied in this Instrument, the Grantee may (in addition to the rights implied in the Fifth Schedule):

- (a) enter upon the Burdened Land by the most practicable route from the nearest public street across any part of the Burdened Land;
- (b) remain on the Burdened Land for a reasonable time for the purposes of completing any work;
- (c) bring on to the Burdened Land such materials, tools, equipment, machinery, vehicles or other things as may be necessary for the purposes of completing the necessary work (and which must be removed without delay following the completion of any work);
- (d) inspect, maintain, cleanse, repair, or replace the Easement Facility; and

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Annexure Schedule 1

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Easement Instrument to Grant	Page	2	of	3	Pages
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Continue in additional Annexure Schedule, if required.

- (e) generally do and perform such acts and things in or upon the Easement Area as may be necessary or proper for or in relation to any of the purposes of this Instrument.

3.2 The Grantee must:

- (a) not cause undue or unreasonable disturbance to the quiet enjoyment of the Grantor;
- (b) bear all costs in relation to the construction, maintenance or renewal of any Easement Facility, and in relation to the reinstatement of the Burdened Land in the event that any Easement Facility is removed by the Grantee (with the agreement of the Grantor);
- (c) make good without delay any damage which may be done to any fence, building or improvement, or to any part of the Grantor's land, in the exercise by the Grantee of any of the rights or obligations contained in this Instrument (and the Grantee must restore as nearly as possible to its original condition the surface of the Easement Area upon disturbing the Easement Area for any reason);
- (d) compensate the Grantor for any damage that is not able to be made good and caused by any works to any fence, building or improvement or other part of the Grantor's land;
- (e) comply with the requirements of all statutes, regulations and bylaws relevant to its exercise of the rights and obligations under this Instrument; and
- (f) give the Grantor at least 24 hours written notice to enter on the Burdened Land to exercise its rights under this Instrument, except in an emergency requiring immediate access. Whether or not an emergency exists will be decided by the Grantee, and the Grantee shall act reasonably in making its decision.

4. Grantor rights and obligations

4.1 The Grantor will not (except where the same exists at the date of registration of this Instrument):

- (a) plant trees upon or permit any tree roots to grow within the Easement Area;
- (b) build over or erect any other improvements within or on the Easement Area without the prior written consent of the Grantee which will not be unreasonably withheld and may be given subject to such conditions as the Grantee imposes. Any structures proposed by the Grantor over the Easement Facility must allow uninhibited access to the Easement Facility and may include design conditions; or
- (c) do or permit or suffer to be done anything which may in any way injure or damage the Easement Facility or interfere with the free flow and passage of any matter through the Easement Facility or undermine the Easement Facility.

4.2 The Grantor shall be responsible for payment of any repair and maintenance costs of the easement facility and for the associated costs as a result of any activity done on the burdened land that interferes with the efficient operation of the easement facility.

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Annexure Schedule 1

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Easement Instrument to Grant

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Pages

Continue in additional Annexure Schedule, if required.

5. Easement Facility to be property of Grantee

5.1 The Easement Facility will be the property of the Grantee, notwithstanding that they are or may be attached to or under the Burdened Land.

6. Dispute resolution

6.1 If a party has any dispute with the other party in connection with this Instrument:

(a) That party will promptly give full written particulars of the dispute to the other; and

(b) The parties will promptly meet together and in good faith try to resolve the dispute.

6.2 If the dispute is not resolved within 14 days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to arbitration.

6.3 Arbitration will be conducted by one arbitrator appointed by the parties.

6.4 If the parties cannot agree on an arbitrator within 14 days, the appointment will be made, on request by either party, by the President of the New Zealand Law Society or the President's nominee.

6.5 The arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.

6.6 This clause does not apply to an application by either party for urgent interlocutory relief.

7. Waiver

7.1 Any delay or failure by a party to exercise any right under this Instrument will not operate as a waiver of that right.

8. General Provisions

8.1 The following provisions are applicable to the easement granted by this Instrument:

(a) where there is a conflict between the provisions of the Fifth Schedule of the Property Law Act 2007 and the Fifth Schedule of the Land Transfer Regulations 2018, the provisions of the Fifth Schedule of the Property Law Act 2007 will prevail;

(b) where there is a conflict between the provisions of the Fifth Schedule of the Land Transfer Regulations 2018 or the Fifth Schedule of the Property Law Act 2007 and the provisions of this Instrument, the provisions of this Instrument will prevail; and

(c) nothing in this facility shall be deemed to abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by the Land Drainage Act 1908, the Local Government Acts 1974 and 2002 and the Public Works Act 1981, or any amendment to or Act passed in substitution for those Acts.

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Appendix 2

8.2. NGĀ HUIंगा RIGHT TO CONVEY WATER EASEMENT

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Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Graham Evans BELL, Lois Jean TUTEMAHURANGI, Louise Raewyn WAHAPA,
Raemoana Pikiwaitapu TAIAROA, Aaron Jon RICE-EDWARDS and Joseph George ALLEN

Grantee

RUAPEHU DISTRICT COUNCIL

Grant of Easement or *Profit à prendre*

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey water	As shown marked "A" on SO 614131	RT 1274000 – Section 2 SO 614131	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 specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

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

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]

the provisions set out in Annexure Schedule 1.

Annexure Schedule 1

Insert type of instrument

Easement Instrument to Grant

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Continue in additional Annexure Schedule, if required.

1. Interpretation

1.1 In this Instrument unless the context otherwise requires:

"**Easement Area**" has the meaning given to it in Schedule Five of the Land Transfer Regulations 2018.

"**Easement Facility**" in relation to the right to convey water, means any pipes, conduits, pumps, pump sheds, water purifying equipment or other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution.

1.2 In the interpretation of this Instrument:

- (a) Words importing the singular or plural number will be deemed to include the plural and singular number respectively;
- (b) Headings are inserted as a matter of convenience only and in no way define, limit or describe the scope or intent of the clauses of this Instrument;
- (c) References to any party include that party's executors, administrators, and assigns, or being a company, its successors and assigns;

2. Right to Convey Water

2.1 The Grantee, shall have the full, free, uninterrupted and unrestricted right, liberty and licence at all times hereafter:

- (a) To take and convey water in a free and unimpeded flow (except during any periods of necessary cleaning and repair) through the Easement Facility; and
- (b) To lay, make, construct, maintain, alter or repair the Easement Facility as the Grantee shall from time to time think fit.

3. Grantee's rights and obligations

3.1 For the purpose of performing any duty or in the exercise of any rights expressed or implied in this Instrument, the Grantee may (in addition to the rights implied in the Fifth Schedule):

- (a) enter upon the Burdened Land by the most practicable route from the nearest public street across any part of the Burdened Land;
- (b) remain on the Burdened Land for a reasonable time for the purposes of completing any work;
- (c) bring on to the Burdened Land such materials, tools, equipment, machinery, vehicles or other things as may be necessary for the purposes of completing the necessary work (and which must be removed without delay following the completion of any work);
- (d) inspect, maintain, cleanse, repair, or replace the Easement Facility; and

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Annexure Schedule 1

Insert type of instrument

Easement Instrument to Grant

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Continue in additional Annexure Schedule, if required.

- (e) generally do and perform such acts and things in or upon the Easement Area as may be necessary or proper for or in relation to any of the purposes of this Instrument.

3.2 The Grantee must:

- (a) not cause undue or unreasonable disturbance to the quiet enjoyment of the Grantor;
- (b) bear all costs in relation to the construction, maintenance or renewal of any Easement Facility, and in relation to the reinstatement of the Burdened Land in the event that any Easement Facility is removed by the Grantee (with the agreement of the Grantor);
- (c) make good without delay any damage which may be done to any fence, building or improvement, or to any part of the Grantor's land, in the exercise by the Grantee of any of the rights or obligations contained in this Instrument (and the Grantee must restore as nearly as possible to its original condition the surface of the Easement Area upon disturbing the Easement Area for any reason);
- (d) compensate the Grantor for any damage that is not able to be made good and caused by any works to any fence, building or improvement or other part of the Grantor's land;
- (e) comply with the requirements of all statutes, regulations and bylaws relevant to its exercise of the rights and obligations under this Instrument; and
- (f) give the Grantor at least 24 hours written notice to enter on the Burdened Land to exercise its rights under this Instrument, except in an emergency requiring immediate access. Whether or not an emergency exists will be decided by the Grantee, and the Grantee shall act reasonably in making its decision.

4. Grantor rights and obligations

4.1 The Grantor will not (except where the same exists at the date of registration of this Instrument):

- (a) plant trees upon or permit any tree roots to grow within the Easement Area;
- (b) build over or erect any other improvements within or on the Easement Area without the prior written consent of the Grantee which will not be unreasonably withheld and may be given subject to such conditions as the Grantee imposes. Any structures proposed by the Grantor over the Easement Facility must allow uninhibited access to the Easement Facility and may include design conditions; or
- (c) do or permit or suffer to be done anything which may in any way injure or damage the Easement Facility or interfere with the free flow and passage of any matter through the Easement Facility or undermine the Easement Facility.

4.2 The Grantor shall be responsible for payment of any repair and maintenance costs of the easement facility and for the associated costs as a result of any activity done on the burdened land that interferes with the efficient operation of the easement facility.



Annexure Schedule 1

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Continue in additional Annexure Schedule, if required.

5. Easement Facility to be property of Grantee

5.1 The Easement Facility will be the property of the Grantee, notwithstanding that they are or may be attached to or under the Burdened Land.

6. Dispute resolution

6.1 If a party has any dispute with the other party in connection with this Instrument:

(a) That party will promptly give full written particulars of the dispute to the other; and

(b) The parties will promptly meet together and in good faith try to resolve the dispute.

6.2 If the dispute is not resolved within 14 days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to arbitration.

6.3 Arbitration will be conducted by one arbitrator appointed by the parties.

6.4 If the parties cannot agree on an arbitrator within 14 days, the appointment will be made, on request by either party, by the President of the New Zealand Law Society or the President's nominee.

6.5 The arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.

6.6 This clause does not apply to an application by either party for urgent interlocutory relief.

7. Waiver

7.1 Any delay or failure by a party to exercise any right under this Instrument will not operate as a waiver of that right.

8. General Provisions

8.1 The following provisions are applicable to the easement granted by this Instrument:

(a) where there is a conflict between the provisions of the Fifth Schedule of the Property Law Act 2007 and the Fifth Schedule of the Land Transfer Regulations 2018, the provisions of the Fifth Schedule of the Property Law Act 2007 will prevail;

(b) where there is a conflict between the provisions of the Fifth Schedule of the Land Transfer Regulations 2018 or the Fifth Schedule of the Property Law Act 2007 and the provisions of this Instrument, the provisions of this Instrument will prevail; and

(c) nothing in this facility shall be deemed to abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by the Land Drainage Act 1908, the Local Government Acts 1974 and 2002 and the Public Works Act 1981, or any amendment to or Act passed in substitution for those Acts.

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Appendix 3

8.4. TAKAHIREKAREKA EASEMENT

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Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Graham Evans BELL, Lois Jean TUTEMAHURANGI, Louise Raewyn WAHAPA,
Raemoana Pikiwaitapu TAIAROA, Aaron Jon RICE-EDWARDS and Joseph George ALLEN

Grantee

RUAPEHU DISTRICT COUNCIL

Grant of Easement or *Profit à prendre*

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to drain sewage	As shown marked "A" on SO 614895	RT 1277408 – Section 1 SO 614895	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 specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 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 209 of the Land Transfer Act 2017]~~

the provisions set out in Annexure Schedule 1

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Annexure Schedule 1

Insert type of instrument

Easement Instrument to Grant

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Continue in additional Annexure Schedule, if required.

1. Interpretation

1.1 In this Instrument unless the context otherwise requires:

"Easement Area" has the meaning given to it in Schedule Five of the Land Transfer Regulations 2018.

"Easement Facility" in relation to the right to drain sewage, means any pipes, conduits, pumps, tanks, manholes, valves, surface boxes, or any other equipment suitable for that purpose under the ground, and anything in replacement or substitution.

1.2 In the interpretation of this Instrument:

- (a) Words importing the singular or plural number will be deemed to include the plural and singular number respectively;
- (b) Headings are inserted as a matter of convenience only and in no way define, limit or describe the scope or intent of the clauses of this Instrument;
- (c) References to any party include that party's executors, administrators, and assigns, or being a company, its successors and assigns;

2. Right to Drain Sewage

2.1 The Grantee, shall have the full, free, uninterrupted and unrestricted right, liberty and licence at all times hereafter:

- (a) To drain, discharge and convey sewage and other waste material and waste fluids in a free and unimpeded flow (except during any periods of necessary cleaning and repair) and in any quantity through the Easement Facility; and
- (b) To lay, make, construct, maintain, alter or repair the Easement Facility as the Grantee shall from time to time think fit.

3. Grantee's rights and obligations

3.1 For the purpose of performing any duty or in the exercise of any rights expressed or implied in this Instrument, the Grantee may (in addition to the rights implied in the Fifth Schedule):

- (a) enter upon the Burdened Land by the most practicable route from the nearest public street across any part of the Burdened Land;
- (b) remain on the Burdened Land for a reasonable time for the purposes of completing any work;
- (c) bring on to the Burdened Land such materials, tools, equipment, machinery, vehicles or other things as may be necessary for the purposes of completing the necessary work (and which must be removed without delay following the completion of any work);
- (d) inspect, maintain, cleanse, repair, or replace the Easement Facility; and

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Annexure Schedule 1

Insert type of instrument

Easement Instrument to Grant

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Continue in additional Annexure Schedule, if required.

- (e) generally do and perform such acts and things in or upon the Easement Area as may be necessary or proper for or in relation to any of the purposes of this Instrument.

3.2 The Grantee must:

- (a) not cause undue or unreasonable disturbance to the quiet enjoyment of the Grantor;
- (b) bear all costs in relation to the construction, maintenance or renewal of any Easement Facility, and in relation to the reinstatement of the Burdened Land in the event that any Easement Facility is removed by the Grantee (with the agreement of the Grantor);
- (c) make good without delay any damage which may be done to any fence, building or improvement, or to any part of the Grantor's land, in the exercise by the Grantee of any of the rights or obligations contained in this Instrument (and the Grantee must restore as nearly as possible to its original condition the surface of the Easement Area upon disturbing the Easement Area for any reason);
- (d) compensate the Grantor for any damage that is not able to be made good and caused by any works to any fence, building or improvement or other part of the Grantor's land;
- (e) comply with the requirements of all statutes, regulations and bylaws relevant to its exercise of the rights and obligations under this Instrument; and
- (f) give the Grantor at least 24 hours written notice to enter on the Burdened Land to exercise its rights under this Instrument, except in an emergency requiring immediate access. Whether or not an emergency exists will be decided by the Grantee, and the Grantee shall act reasonably in making its decision.

4. Grantor rights and obligations

4.1 The Grantor will not (except where the same exists at the date of registration of this Instrument):

- (a) plant trees upon or permit any tree roots to grow within the Easement Area;
- (b) build over or erect any other improvements within or on the Easement Area without the prior written consent of the Grantee which will not be unreasonably withheld and may be given subject to such conditions as the Grantee imposes. Any structures proposed by the Grantor over the Easement Facility must allow uninhibited access to the Easement Facility and may include design conditions; or
- (c) do or permit or suffer to be done anything which may in any way injure or damage the Easement Facility or interfere with the free flow and passage of any matter through the Easement Facility or undermine the Easement Facility.

4.2 The Grantor shall be responsible for payment of any repair and maintenance costs of the easement facility and for the associated costs as a result of any activity done on the burdened land that interferes with the efficient operation of the easement facility.



Annexure Schedule 1

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of

3

Pages

Continue in additional Annexure Schedule, if required.

5. Easement Facility to be property of Grantee

5.1 The Easement Facility will be the property of the Grantee, notwithstanding that they are or may be attached to or under the Burdened Land.

6. Dispute resolution

6.1 If a party has any dispute with the other party in connection with this Instrument:

(a) That party will promptly give full written particulars of the dispute to the other; and

(b) The parties will promptly meet together and in good faith try to resolve the dispute.

6.2 If the dispute is not resolved within 14 days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to arbitration.

6.3 Arbitration will be conducted by one arbitrator appointed by the parties.

6.4 If the parties cannot agree on an arbitrator within 14 days, the appointment will be made, on request by either party, by the President of the New Zealand Law Society or the President's nominee.

6.5 The arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.

6.6 This clause does not apply to an application by either party for urgent interlocutory relief.

7. Waiver

7.1 Any delay or failure by a party to exercise any right under this Instrument will not operate as a waiver of that right.

8. General Provisions

8.1 The following provisions are applicable to the easement granted by this Instrument:

(a) where there is a conflict between the provisions of the Fifth Schedule of the Property Law Act 2007 and the Fifth Schedule of the Land Transfer Regulations 2018, the provisions of the Fifth Schedule of the Property Law Act 2007 will prevail;

(b) where there is a conflict between the provisions of the Fifth Schedule of the Land Transfer Regulations 2018 or the Fifth Schedule of the Property Law Act 2007 and the provisions of this Instrument, the provisions of this Instrument will prevail; and

(c) nothing in this facility shall be deemed to abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by the Land Drainage Act 1908, the Local Government Acts 1974 and 2002 and the Public Works Act 1981, or any amendment to or Act passed in substitution for those Acts.

Handwritten signatures and initials at the bottom right corner, including "Rd.", "Saw", and "29.7".

Appendix 4

8.5. TUKU STREET DOMAIN PROPERTY EASEMENT

Handwritten signature
APR 29 2017

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Graham Evans BELL, Lois Jean TUTEMAHURANGI, Louise Raewyn WAHAPA,
Raemoana Pikiwaitapu TAIAROA, Aaron Jon RICE-EDWARDS and Joseph George ALLEN

Grantee

RUAPEHU DISTRICT COUNCIL

Grant of Easement or *Profit à prendre*

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to drain water	As shown marked "C" on SO 422549 Wastewater Easement Area	RT 1278334 – Allotment A4A Block XIX Taumarunui Māori Township	In Gross
Right to drain sewage	As shown marked "A" on SO 422549 Sewage Easement Area	RT 1278334 – Allotment A4A Block XIX Taumarunui Māori Township	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 specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

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

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]

the provisions set out in Annexure Schedule 1

Handwritten signatures and initials:
AEL
ARW
AJ
AR

Annexure Schedule 1

Insert type of instrument

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Continue in additional Annexure Schedule, if required.

1. Interpretation

1.1 In this Instrument unless the context otherwise requires:

“**Easement Area**” has the meaning given to it in Schedule Five of the Land Transfer Regulations 2018.

“**Easement Facility**” in relation to the right to drain water, means any pipes, conduits, open drains, pumps, tanks, (with or without headwalls), manholes, valves, surface boxes, or any other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution.

“**Easement Facility**” in relation to the right to drain sewage, means any pipes, conduits, pumps, tanks, manholes, valves, surface boxes, or any other equipment suitable for that purpose under the ground, and anything in replacement or substitution.

1.2 In the interpretation of this Instrument:

- (a) Words importing the singular or plural number will be deemed to include the plural and singular number respectively;
- (b) Headings are inserted as a matter of convenience only and in no way define, limit or describe the scope or intent of the clauses of this Instrument;
- (c) References to any party include that party’s executors, administrators, and assigns, or being a company, its successors and assigns;

2. Right to Drain Water

2.1 The Grantee, shall have the full, free, uninterrupted and unrestricted right, liberty and licence at all times hereafter:

- (a) To drain water (however sourced) in a free and unimpeded flow (except during any periods of necessary cleaning and repair) and in any quantity through the Easement Facility and over the servient land; and
- (b) To lay, make, construct, maintain, alter or repair the Easement Facility as the Grantee shall from time to time think fit.

3. Right to Drain Sewage

3.1 The Grantee, shall have the full, free, uninterrupted and unrestricted right, liberty and licence at all times hereafter:

- (a) To drain, discharge and convey sewage and other waste material and waste fluids in a free and unimpeded flow (except during any periods of necessary cleaning and repair) and in any quantity through the Easement Facility; and

Handwritten signature and initials in blue ink, including the letters 'ARZ'.

Annexure Schedule 1

Insert type of instrument

Easement Instrument to Grant

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Continue in additional Annexure Schedule, if required.

- (b) To lay, make, construct, maintain, alter or repair the Easement Facility as the Grantee shall from time to time think fit.

4. Grantee's rights and obligations

4.1 For the purpose of performing any duty or in the exercise of any rights expressed or implied in this Instrument, the Grantee may (in addition to the rights implied in the Fifth Schedule):

- (a) enter upon the Burdened Land by the most practicable route from the nearest public street across any part of the Burdened Land;
- (b) remain on the Burdened Land for a reasonable time for the purposes of completing any work;
- (c) bring on to the Burdened Land such materials, tools, equipment, machinery, vehicles or other things as may be necessary for the purposes of completing the necessary work (and which must be removed without delay following the completion of any work);
- (d) inspect, maintain, cleanse, repair, or replace the Easement Facility; and
- (e) generally do and perform such acts and things in or upon the Easement Area as may be necessary or proper for or in relation to any of the purposes of this Instrument.

4.2 The Grantee must:

- (a) not cause undue or unreasonable disturbance to the quiet enjoyment of the Grantor;
- (b) bear all costs in relation to the construction, maintenance or renewal of any Easement Facility, and in relation to the reinstatement of the Burdened Land in the event that any Easement Facility is removed by the Grantee (with the agreement of the Grantor);
- (c) make good without delay any damage which may be done to any fence, building or improvement, or to any part of the Grantor's land, in the exercise by the Grantee of any of the rights or obligations contained in this Instrument (and the Grantee must restore as nearly as possible to its original condition the surface of the Easement Area upon disturbing the Easement Area for any reason);
- (d) compensate the Grantor for any damage that is not able to be made good and caused by any works to any fence, building or improvement or other part of the Grantor's land;
- (e) comply with the requirements of all statutes, regulations and bylaws relevant to its exercise of the rights and obligations under this Instrument; and
- (f) give the Grantor at least 24 hours written notice to enter on the Burdened Land to exercise its rights under this Instrument, except in an emergency requiring immediate access. Whether or not an emergency exists will be decided by the Grantee, and the Grantee shall act reasonably in making its decision.

Annexure Schedule 1

Insert type of instrument

Easement Instrument to Grant

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Continue in additional Annexure Schedule, if required.

5. Grantor rights and obligations

5.1 The Grantor will not (except where the same exists at the date of registration of this Instrument):

- (a) plant trees upon or permit any tree roots to grow within the Easement Area;
- (b) build over or erect any other improvements within or on the Easement Area without the prior written consent of the Grantee which will not be unreasonably withheld and may be given subject to such conditions as the Grantee imposes. Any structures proposed by the Grantor over the Easement Facility must allow uninhibited access to the Easement Facility and may include design conditions; or
- (c) do or permit or suffer to be done anything which may in any way injure or damage the Easement Facility or interfere with the free flow and passage of any matter through the Easement Facility or undermine the Easement Facility.

5.2 The Grantor shall be responsible for payment of any repair and maintenance costs of the easement facility and for the associated costs as a result of any activity done on the burdened land that interferes with the efficient operation of the easement facility.

6. Easement Facility to be property of Grantee

6.1 The Easement Facility will be the property of the Grantee, notwithstanding that they are or may be attached to or under the Burdened Land.

7. Dispute resolution

7.1 If a party has any dispute with the other party in connection with this Instrument:

- (a) That party will promptly give full written particulars of the dispute to the other; and
- (b) The parties will promptly meet together and in good faith try to resolve the dispute.

7.2 If the dispute is not resolved within 14 days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to arbitration.

7.3 Arbitration will be conducted by one arbitrator appointed by the parties.

7.4 If the parties cannot agree on an arbitrator within 14 days, the appointment will be made, on request by either party, by the President of the New Zealand Law Society or the President's nominee.

7.5 The arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.

7.6 This clause does not apply to an application by either party for urgent interlocutory relief.



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Continue in additional Annexure Schedule, if required.

8. Waiver

8.1 Any delay or failure by a party to exercise any right under this Instrument will not operate as a waiver of that right.

9. General Provisions

9.1 The following provisions are applicable to the easement granted by this Instrument:

- (a) where there is a conflict between the provisions of the Fifth Schedule of the Property Law Act 2007 and the Fifth Schedule of the Land Transfer Regulations 2018, the provisions of the Fifth Schedule of the Property Law Act 2007 will prevail;
- (b) where there is a conflict between the provisions of the Fifth Schedule of the Land Transfer Regulations 2018 or the Fifth Schedule of the Property Law Act 2007 and the provisions of this Instrument, the provisions of this Instrument will prevail; and
- (c) nothing in this facility shall be deemed to abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by the Land Drainage Act 1908, the Local Government Acts 1974 and 2002 and the Public Works Act 1981, or any amendment to or Act passed in substitution for those Acts.

