

NGĀTI RĀRUA

and

NGĀTI RĀRUA SETTLEMENT TRUST

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS**

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

TABLE OF CONTENTS

1.	PARIRAU WHAKARURU (OVERLAY CLASSIFICATIONS)	2
1.1	PARIRAU WHAKARURU CREATED OVER THE HEAPHY TRACK (NORTHERN PORTION)	3
1.2	PARIRAU WHAKARURU CREATED OVER FAREWELL SPIT NATURE RESERVE	7
1.3	PARIRAU WHAKARURU CREATED OVER TE WAIKOROPUPŪ SPRINGS SCENIC RESERVE	11
1.4	PARIRAU WHAKARURU CREATED OVER WAIRAU BAR AND WAIRAU LAGOONS / PART OF THE CONSERVATION AREA - WAIRAU DIVERSION MOUTH AND PART OF THE WAIRAU LAGOONS WETLAND MANAGEMENT RESERVE	15
2.	STATEMENTS OF ASSOCIATION	20
2.1	STATEMENT OF COASTAL VALUES	40
2.2	STATEMENT OF VALUES FOR TE TAI TAPU	44
3.	DEEDS OF RECOGNITION	46
4.	PROTOCOLS	59
4.1	CONSERVATION PROTOCOL	60
4.2	FISHERIES PROTOCOL	79
4.3	TAONGA TŪTURU PROTOCOL	92
4.4	MINERALS PROTOCOL	103
5.	ENCUMBRANCES	113
5.1	PUKETAWAI RIGHT OF WAY EASEMENT	114
5.2	PŪPONGA FARM, CAPE HOUSE WATER EASEMENT	120
5.3	GLENHOPE (KAWATIRI) RIGHT OF WAY EASEMENT	128
5.4	TE TAI TAPU (SNAKE CREEK) RIGHT OF WAY EASEMENT	133
5.5	TE TAI TAPU (SNAKE CREEK) CONSERVATION COVENANT	138
5.6	COOMBE ROCKS CONSERVATION COVENANT	151
5.7	TOKOMARU/MOUNT ROBERTSON RIGHT OF WAY EASEMENT	163
6.	LEASES FOR LEASEBACK PROPERTIES	169
6.1	LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE	170
6.2	LEASE WITH THE MINISTRY OF SOCIAL DEVELOPMENT FOR LEASEBACK PROPERTIES	194
6.3	LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION	214
6.4	LEASE WITH MINISTRY OF EDUCATION FOR LEASEBACK PROPERTIES	241
7.	ENCUMBRANCES FOR LICENSED LAND PROPERTIES AND THE UNLICENSED LAND	259
7.1	TYPE A ENCUMBRANCE	260
7.2	TYPE B ENCUMBRANCE	270
7.3	TYPE C ENCUMBRANCE	278
7.4	TYPE D ENCUMBRANCE	286

1. PARIRAU WHAKARURU (OVERLAY CLASSIFICATIONS)

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

**1.1 PARIRAU WHAKARURU CREATED OVER THE HEAPHY TRACK
(NORTHERN PORTION)**

Clause 5.7.1(c)

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

1.1: PARIRAU WHAKARURU CREATED OVER THE HEAPHY TRACK (NORTHERN PORTION)

1. DESCRIPTION OF AREA

- 1.1 Heaphy Track (northern portion), as shown on deed plan OTS-202-87.

2. PREAMBLE

- 2.1 Pursuant to section 57 of the draft settlement bill (clause 5.7.1(c) of the deed of settlement), the Crown acknowledges the statement by Ngāti Rārua of their cultural, spiritual, historic and/or traditional values relating to the Heaphy Track (northern portion) as set out below.

3. NGĀTI RĀRUA VALUES

- 3.1 The trail from Aorere to Whakapoai (Heaphy) River was an important Ara or pathway for Ngāti Rārua tūpuna. This Ara allowed tūpuna to penetrate the hinterland in order to gather resources, not least of which was greenstone or pounamu. The track, which now follows this traditional pathway, is called the Heaphy.
- 3.2 For Ngāti Rārua, the starting point for the journey to Tai Poutini was Aorere, which can be translated as the place of the flying or moving clouds. The name Aorere encompassed the area from the mouth of the Aorere River and the hinterland areas along the River. In colonial times, Aorere was one of the focal points of habitation for Ngāti Rārua. Approximately 300 hectares of land was used for cultivation, habitation, urupā and mahinga kai. These sites began at the mouth of the River and stretched up the valley for at least five kilometres.
- 3.3 At the mouth of the Aorere River was the site of the Aorere Pā, home to Tāmāti Pirimona Marino of Ngāti Rārua descent. Aorere Pā was renowned for the hospitality or manaakitanga offered to travellers. There was a plentiful supply of food and entertainment for all who came seeking a place to sleep and rest. Whānau leaving Aorere for Te Tai Poutini were well fed and stocked for the journey ahead. River transport was also offered to assist the passage into the hinterland.
- 3.4 The search for pounamu drew tūpuna up the once wooded Aorere River Valley. The Valley provided a natural inland pathway to reach Te Tai Poutini. The journey required that tūpuna cross subalpine and alpine terrain, before meeting the head of the Whakapoai River. Here, the trail descended through lush Westland forest, emerging just north of Karamea, with its distinctive nikau palm groves and wild coastal waters.
- 3.5 In order to complete such a journey, Ngāti Rārua tūpuna needed to have the appropriate mātauranga to negotiate the terrain, to find places to rest and to gather food. Difficult rivers had to be crossed by swimming or floating with mokihi (flax-stalk rafts shaped like canoes) or using tuwhana (breast-poles), to gauge the strength and speed of river waters. Cliff or bluffs were tackled with ladders, vines and ropes. Sometimes wooden pegs or ara tiatia were used to provide hand or foot holds on steep faces. Resting places were often small clearings in the forest – clearings with a view were especially favoured. Tūpuna snared wekas and other forest birds, caught eels and gathered berries to sustain them on their journey. Last but not least, it was vital that whānau had the skills to observe the correct rituals, find and harvest pounamu.¹

¹ Barry Brailsford, *Greenstone Trails*, A.H. & A.W REED LTD, Wellington (1984:35-37)

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

1.1: PARIRAU WHAKARURU CREATED OVER THE HEAPHY TRACK (NORTHERN PORTION)

- 3.6 For Ngāti Rārua, pounamu is a gift from the atua – a sacred taonga of great spiritual and material value. Traditionally significant for trading and gifting, pounamu was revered for its great strength, toughness and beauty. Tūpuna used pounamu for tools to turn trees into whare, to “break in” the land to make gardens and for making ornaments and weapons, such as mere. The importance of pounamu has not diminished and remains a highly valued taonga for present day whānau.

4. PROTECTION PRINCIPLES

- 4.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Ngāti Rārua values related to the Heaphy Track (northern portion):
- (a) protection of wāhi tapu, indigenous flora and fauna and the wider environment of the Heaphy Track (northern portion);
 - (b) recognition of the Ngāti Rārua mana, kaitiakitanga and tikanga within the Heaphy Track (northern portion);
 - (c) respect for Ngāti Rārua tikanga and kaitiakitanga within the Heaphy Track (northern portion);
 - (d) encouragement of recognition and respect for the particular association of Ngāti Rārua with the Heaphy Track (northern portion);
 - (e) accurate portrayal of the association and kaitiakitanga relationship of Ngāti Rārua with the Heaphy Track (northern portion); and
 - (f) respect for and recognition of the relationship of Ngāti Rārua with the wāhi tapu and wāhi whakahirahira.

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

- 5.1 Pursuant to clause 5.7.7 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:
- (a) Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires and the public (including local landowners) will be provided with information about the separate and distinct Ngāti Rārua values related to the Heaphy Track (northern portion) and will be encouraged to respect the separate and distinct association of Ngāti Rārua with the Heaphy Track (northern portion);
 - (b) Ngāti Rārua will be consulted regarding the provision of all new Department of Conservation public information or educational material related to the Heaphy Track (northern portion);
 - (c) the separate and distinct association of Ngāti Rārua with the Heaphy Track (northern portion) will be accurately portrayed in all new DOC Information and educational material related to the Heaphy Track (northern portion); and

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

1.1: PARIRAU WHAKARURU CREATED OVER THE HEAPHY TRACK (NORTHERN PORTION)

- (d) any kōiwi (human remains) or other taonga found or uncovered by the Department of Conservation within the overlay classification area will be left untouched and Ngāti Rārua informed as soon as possible to enable the Iwi/Hapū with a recognised relationship to the kōiwi or taonga to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law.

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

**1.2 PARIRAU WHAKARURU CREATED OVER
FAREWELL SPIT NATURE RESERVE**

Clause 5.7.1(b)

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1.2: PARIRAU WHAKARURU CREATED OVER FAREWELL SPIT NATURE RESERVE

1. DESCRIPTION OF AREA

- 1.1 Farewell Spit Nature Reserve, 11423.4662 hectares, approximately, being Parts Section 3 Block III, Part Section 4 and Section 5 Block VIII Onetaua Survey District, and Crown land Onetaua Survey District, Nelson Land District. As shown on deed plan OTS-202-32.

2. PREAMBLE

- 2.1 Pursuant to section 57 of the draft settlement bill (clause 5.7.1(b) of the deed of settlement), the Crown acknowledges the statement by Ngāti Rārua of their cultural, spiritual, historic and/or traditional values relating to Farewell Spit as set out below.

3. NGĀTI RĀRUA VALUES

- 3.1 For Ngāti Rārua, Onetāhua has always been an area of great cultural and spiritual significance. It is the *rerenga wairua*, the departing place *o te wairua o ngā tangata o te Waipounamu* (the place from which the spirits depart).
- 3.2 Onetāhua has also been linked to the legend of Māui-Tikitiki-a-Taranga ("Māui"), famous for having "fished up" or discovered islands across the Polynesian Pacific. It is a Ngāti Rārua tradition that Māui cast his line from a headland near the Southern end of Onetāhua to snare and battle with his giant fish. During his struggle with the fish, Māui skidded across the land, creating giant sand dunes, landforms of great spiritual and ecological significance to Ngāti Rārua.
- 3.3 Pounamu can be found in the bays and coves of Onetāhua and on the long western beach itself. From the earliest times, this taonga was used as an important item for trade and gifting. Whoever controlled Onetāhua and Mōhua also controlled the greenstone trails.
- 3.4 The legends of Ngahue and Poutini indicate that from the earliest times, tribes from all over New Zealand knew of the taonga in the northern South Island and Onetāhua.² Ngahue was the atua (guardian) of pounamu (greenstone). He and his taniwha Poutini were the guardians of this taonga. A dispute between Ngahue and his adversary Hine-tū-ahoanga entangled their taniwha; Poutini was driven out of Hawaiki by Whatipu (the taniwha of Hine-tū-ahoanga) and pursued to different places around New Zealand. One of the places Poutini found temporary refuge was Onetāhua.
- 3.5 Traditionally, whānau valued Onetāhua for the variety of resources gathered there. Seasonal camps were frequently used to harvest shellfish, fish and bird life. Oral traditions recount the frequent stranding of whales on the beaches of Onetāhua. Whales are a highly valued taonga and a gift from Tangaroa. Such a precious gift could not be wasted, so traditionally every part of a stranded whale was used. The oil was collected for fuel, the flesh was used for food and the bones and teeth made into weapons and carved into precious ornaments. Onetāhua is a burial ground; a resting place for whales that stranded there. Whales remain central to the lives of present day whānau.
- 3.6 At the base of the Spit, a number of small caves sheltered tūpuna as they cleaned and sewed up sealskins. The nearby beach provided a plentiful number of seals for harvest.

² This Legend relates specifically to the landform known as Onetāhua. See H & J Mitchell *A history of Nelson and Marlborough Volume 1: Te Tangata me Te Whenua* (2004:22)

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

1.2: PARIRAU WHAKARURU CREATED OVER FAREWELL SPIT NATURE RESERVE

Onetāhua also provides an ideal habitat for birdlife and is therefore rich in bird species some of which fly from as far as Siberia to feed from this prolific mahinga mātaītai. Traditionally, birds were harvested by tūpuna for a range of uses, including the use of their feathers for decorating garments.

- 3.7 Onetāhua is a strategic landform, a physical marker that is steeped in ancestral history. At the heart of the traditions associated with the area and its resources are the kaitiaki responsibilities. The mātauranga and wāhi tapu associated with Onetāhua continue to hold immense cultural significance for Ngāti Rārua iwi living today.

4. PROTECTION PRINCIPLES

- 4.1 The following protection principles are direct at the Minister of Conservation avoiding harm to, or the diminishing of Ngāti Rārua values related to Farewell Spit Nature Reserve:

- (a) protection of wāhi tapu, indigenous flora and fauna and the wider environment of Farewell Spit Nature Reserve;
- (b) recognition of the Ngāti Rārua mana, kaitiakitanga and tikanga within Farewell Spit Nature Reserve;
- (c) respect for Ngāti Rārua tikanga and kaitiakitanga within Farewell Spit Nature Reserve;
- (d) encouragement of respect for the association of Ngāti Rārua with Farewell Spit Nature Reserve;
- (e) accurate portrayal of the association and kaitiakitanga relationship of Ngāti Rārua with Farewell Spit Nature Reserve;
- (f) recognition of the relationship of Ngāti Rārua with the wāhi tapu and wāhi whakahirahira; and
- (g) recognition of the interest of Ngāti Rārua in actively protecting indigenous species within Farewell Spit Nature Reserve.

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

- 5.1 Pursuant to clause 5.7.7 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- (a) Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about the Ngāti Rārua values and will be encouraged to respect the Ngāti Rārua associations with Farewell Spit Nature Reserve;
- (b) Ngāti Rārua association with Farewell Spit Nature Reserve will be accurately portrayed in all new Department of Conservation information and educational material;

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

1.2: PARIRAU WHAKARURU CREATED OVER FAREWELL SPIT NATURE RESERVE

- (c) Ngāti Rārua will be consulted regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use the cultural information of Ngāti Rārua with the consent of Ngāti Rārua;
- (d) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Ngāti Rārua will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites;
- (e) any kōiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and Ngāti Rārua are informed as soon as possible to enable Ngāti Rārua iwi to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and
- (f) Department of Conservation will ensure that Ngāti Rārua are informed of any indigenous species management programmes and will identify opportunities for involvement Ngāti Rārua.

**1.3 PARIRAU WHAKARURU CREATED OVER TE WAIKOROPUPŪ SPRINGS SCENIC
RESERVE**

Clause 5.7.1(a)

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

1.3: PARIRAU WHAKARURU CREATED OVER TE WAIKOROPUPŪ SPRINGS SCENIC RESERVE

1. DESCRIPTION OF AREA

- 1.1 Te Waikoropupū Springs Scenic Reserve, 25.6936 hectares, more or less, being Parts Lot 1 DP 6769, Lot 1 DP 11091, Section 1 SO 13886, and Sections 301 and 302 Takaka District. As shown on deed plan OTS-202-31.

2. PREAMBLE

- 2.1 Pursuant to section 57 of the draft settlement bill (clause 5.7.1(a) of the deed of settlement), the Crown acknowledges the statement by the Ngāti Rārua of their cultural, spiritual, historic and/or traditional values relating to Te Waikoropupū Springs Scenic Reserve as set out below.

3. NGĀTI RĀRUA VALUES

- 3.1 Waikoropupū Springs is a large karst resurgence consisting of a collection of springs. It is a precious taonga, which has outstanding water quality. Since occupying Mōhua, Waikoropupū Springs has been central to the lives of Ngāti Rārua. The ancestral connection with this wāhi tapu encompasses spiritual and physical realms.
- 3.2 The spiritual significance of Waikoropupū Springs is illustrated by the legend of Huriawa, a kaitiaki taniwha (guardian spirit). Huriawa is a tūpuna (ancestor) who works her way through the lands of Mōhua, travelling in the waters that flow through the domains of Hine-tū-ahoanga (the sandstone lady). Huriawa clears the waterways from storm debris (fallen trees and vegetation), to free the flow of water. Originally, this tūpuna taniwha was buried on Parapara Maunga, but she was called forth to guard Waikoropupū Springs. Now her resting place, Huriawa resides within the numerous sandstone caves and underground streams of Waikoropupū Springs.
- 3.3 The waters of Waikoropupū Springs represent the lifeblood of Papatūānuku and the tears of Ranginui, symbolising the link between the past and the present. Waikoropupū Springs is a source of wai - an essential element of life. Wai is considered to transcend life itself as it sustains the physical and spiritual wellbeing of all things.
- 3.4 Tūpuna have maintained kaitiaki role over these precious waters for generations. Central to this role is the maintenance of the mauri and wairua of Waikoropupū Springs. Cultural traditions relate to the purity of water. Waikoropupū Springs water was called the "water of life" or *Wai ora*, the purest form of freshwater. Generations of whānau have used the sacred waters for cleansing and spiritual healing and these traditions are still practised by Ngāti Rārua today. An iwi tradition is to visit Waikoropupū Springs before and after journeys. Ceremonies associated with the sacred waters have prepared generations of tangata whenua mentally and spiritually for their campaigns.
- 3.5 Maintaining the purity of the waters of Waikoropupū Springs is therefore integral to the spiritual and cultural well being of Ngāti Rārua; the protection of this wāhi tapu is fundamental to Ngāti Rārua identity and the maintenance of tribal traditions.

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

1.3: PARIRAU WHAKARURU CREATED OVER TE WAIKOROPUPŪ SPRINGS SCENIC RESERVE

4. PROTECTION PRINCIPLES

4.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Ngāti Rārua values related to Te Waikoropupū Springs Scenic Reserve:

- (a) protection of wāhi tapu, indigenous flora and fauna and the wider environment of Te Waikoropupū Springs Scenic Reserve;
- (b) recognition of the Ngāti Rārua mana, kaitiakitanga and tikanga within Te Waikoropupū Springs Scenic Reserve;
- (c) respect for Ngāti Rārua tikanga and kaitiakitanga within Te Waikoropupū Springs Scenic Reserve;
- (d) encouragement of respect for the association of Ngāti Rārua with Te Waikoropupū Springs Scenic Reserve;
- (e) accurate portrayal of the association and kaitiakitanga relationship of Ngāti Rārua with Te Waikoropupū Springs Scenic Reserve;
- (f) recognition of the relationship of Ngāti Rārua with the wāhi tapu and wāhi whakahirahira; and
- (g) recognition of the interest of Ngāti Rārua in actively protecting species within Te Waikoropupū Springs Scenic Reserve.

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

5.1 Pursuant to clause 5.7.7 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- (a) Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about the Ngāti Rārua values and will be encouraged to respect the Ngāti Rārua associations with Te Waikoropupū Springs Scenic Reserve;
- (b) Ngāti Rārua association with Te Waikoropupū Springs Scenic Reserve will be accurately portrayed in all new Department of Conservation information and educational material;
- (c) Ngāti Rārua will be consulted regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use the cultural information of Ngāti Rārua with the consent of Ngāti Rārua;
- (d) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Ngāti Rārua will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites;
- (e) any kōiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and Ngāti Rārua are informed as soon as

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

1.3: PARIRAU WHAKARURU CREATED OVER TE WAIKOROPUPŪ SPRINGS SCENIC RESERVE

possible to enable the Ngāti Rārua iwi to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and

- (f) Department of Conservation will ensure that Ngāti Rārua are informed of any indigenous species management programmes and will identify opportunities for involvement by Ngāti Rārua.

**1.4 PARIRAU WHAKARURU CREATED OVER WAIRAU BAR AND
WAIRAU LAGOONS / PART OF THE CONSERVATION AREA -
WAIRAU DIVERSION MOUTH AND PART OF THE WAIRAU
LAGOONS WETLAND MANAGEMENT RESERVE**

Clause 5.7.1(d)

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

**1.4: PARIRAU WHAKARURU CREATED OVER WAIRAU BAR
AND WAIRAU LAGOONS / PART OF THE CONSERVATION AREA – WAIRAU DIVERSION MOUTH AND
PART OF THE WAIRAU LAGOONS WETLAND MANAGEMENT RESERVE**

1. DESCRIPTION OF AREA

- 1.1 Wairau Bar and Wairau Lagoons (part of the Conservation Area - Wairau Diversion Mouth and part of the Wairau Lagoons Wetland Management Reserve), Part Section 4 SO 437606, Section 3 Block I and Section 3 Block II Clifford Bay Survey District, Sections 3, 4, 5, and 6 Wairau District, Lot 1 DP 6087, Sections 9, 10 and 21 Opawa District, Part Sections 11 and 22 Opawa District, Lot 1 DP 6162 and Sections 1 and 30 Block XVII Cloudy Bay Survey District. Marlborough Land District. As shown on deed plan OTS-202-94.

2. PREAMBLE

- 2.1 Pursuant to section 57 of the draft settlement bill (clause 5.7.1(d) of the deed of settlement), the Crown acknowledges the statement by the Ngāti Rārua of their cultural, spiritual, historic and/or traditional values relating to the Wairau Bar and Wairau Lagoons (part of the Conservation Area - Wairau Diversion Mouth and part of the Wairau Lagoons Wetland Management Area Reserve).

3. NGĀTI RĀRUA VALUES

- 3.1 For Ngāti Rārua, the Wairau Lagoon is of great historical cultural, spiritual significance. The first Ngāti Rārua settlement in the Wairau was established at the Wairau Bar, which adjoins the lagoon. Tūpuna cultivations were on the shores of Mataora, the traditional name for the largest water area in the Wairau Lagoon.
- 3.2 Located 7.5 kilometres south east of Blenheim, the Wairau Lagoon is situated at the mouth of the Wairau River. The lagoon covers about 200 hectares of saline marsh and mud flats between the Wairau River mouth and the Vernon Estate to the South. The lagoon was formed over the last 6,500 years behind an eight kilometre long boulder bank (Te Poko Hiwi). Along the boulder bank, which separates the lagoon from Cloudy Bay (Te Koko-a-Kupe) are a series of Māori archaeological sites that are of great national significance. These particular sites include middens, campsites and burial grounds.
- 3.3 The exploits of the famous explorer Kupe are entrenched within this region. These traditions describe the story of Te Kāinga-a-Haumia (the house of Haumia). The Kahui Tipua whose chief was Haumia were occupying the Wairau at the date of Kupe's visit, and tried to obstruct him by building a reef of rocks at Vernon Bluff and at Cape Campbell. Kupe sailed around the first obstruction and at the second caused an island called Titipu or Titipua to sink beneath the waves. As a punishment to these people he let in the sea on their plantations, this being the origin of the lagoons.
- 3.4 The period of the Moa Hunter, which was long before the arrival of Ngāti Rārua to the area, saw the large birds herded from the Wairau Plains and surrounding hills along this bank from which there was no possible escape. The lagoon was an ancestral mahinga kai for Ngāti Rārua, where it was utilised as a hunting ground for birds and for fishing, especially flounder, kahawai and whitebait. Channels dug in the lagoon prior to the arrival of Ngāti Rārua to help trap moulting birds or eels were extensively used by Ngāti Rārua. These waterways were of great economic importance to Ngāti Rārua.

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

**1.4: PARIRAU WHAKARURU CREATED OVER WAIRAU BAR
AND WAIRAU LAGOONS / PART OF THE CONSERVATION AREA – WAIRAU DIVERSION MOUTH AND
PART OF THE WAIRAU LAGOONS WETLAND MANAGEMENT RESERVE**

- 3.5 The channels ran for twenty kilometres. Many were up to twelve feet wide and up to eight feet deep. Te Aropipi (the place of the pipi) was one of the most prominent of the channels, running alongside the seaward boulder bank. Another important channel was named Orua and connected the Opawa River to the upper lagoon (Ohine-anau mate). At regular distances the banks had walls left projecting slightly into the channel and narrowing the waterway passage. These were used for eel traps and other fish nets, when the fishing season was underway. Close to these trapping spots were sand pits where the traps and nets would be emptied.
- 3.6 The traditional method of killing tuna was to sprinkle fine dry earth grit or sand on the eel, whereby it would quickly die and at the same time the bruising caused by knocking the fish on the head was avoided. This was important because in the large fish drives where food was taken and prepared to last throughout the winter, the bruised part of the fish would quickly putrefy and become useless for the winter stock. Immense quantities of eels were caught each season along the winding lengths of the various canals.
- 3.7 Another principal use of the channels was the capture of the wild fowl that bred and visited the lagoons. During the moulting season the birds were unable to fly (a state known as maumi or flappers) and were easily taken by hand in the narrow water lanes. The Pūtangitangi and Parera had their own respective moulting seasons and would be herded up the water catchments. A selection process would take place whereby only the birds in good condition were taken. Large numbers of the birds would be harvested each season and then stored in a traditional manner for future use.
- 3.8 In addition to the mahinga kai, there were two major occupation areas within the canal systems. A village was located on Budes Island, before the large earthquake in 1855, which dropped the whole lagoon area. Another larger village was located near the canals in the 'Frying Pan' and between Chandler's Lagoon (Te Awa-a-roiti) and Mataora.
- 3.9 Ngāti Rārua are kaitiaki with responsibilities to take care of places, natural resources and other taonga within their rohe. It is an obligation of Ngāti Rārua hapū and whānau to make decisions about how to look after and protect the physical and spiritual well being of the whenua, of taonga, of wāhi tapu and all places and sites of significance.
- 3.10 Although sourced in spiritual values, the kaitiaki responsibilities of Ngāti Rārua are expressed as a practical solution for the regulation and control of human activities on the natural environment. Central to those responsibilities is the maintenance of customary practices and the sustainable use of natural resources. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations and the restoration and enhancement of damaged ecosystems. Decisions about how to look after taonga species and places within the rohe are based on mātauranga Māori and implemented through tikanga, traditions practised by Ngāti Rārua for many generations.
- 3.11 The continued recognition of Ngāti Rārua cultural identity, their customs, traditions and status as kaitiaki is therefore intertwined with the Lagoon and associated resources; and is paramount to the cultural wellbeing of Ngāti Rārua.

4. PROTECTION PRINCIPLES

- 4.1 The following Protection Principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the values of Ngāti Rārua relating to Wairau Bar and

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

**1.4: PARIRAU WHAKARURU CREATED OVER WAIRAU BAR
AND WAIRAU LAGOONS / PART OF THE CONSERVATION AREA – WAIRAU DIVERSION MOUTH AND
PART OF THE WAIRAU LAGOONS WETLAND MANAGEMENT RESERVE**

Wairau Lagoons (part of the Conservation Area - Wairau Diversion Mouth and part of the Wairau Lagoons Wetland Management Reserve):

- (a) protection of wāhi tapu, indigenous flora and fauna and the wider environment within the Wairau Bar and Wairau Lagoons (part of the Conservation Area - Wairau Diversion Mouth and part of the Wairau Lagoons Wetland Management Area Reserve);
- (b) recognition of the mana, kaitiakitanga and tikanga of Ngāti Rārua over, and within, the Wairau Bar and Wairau Lagoons (part of the Conservation Area - Wairau Diversion Mouth and part of the Wairau Lagoons Wetland Management Area Reserve);
- (c) recognition of Ngāti Rārua as kaitiaki over the Wairau Bar and Wairau Lagoons (part of the Conservation Area - Wairau Diversion Mouth and part of the Wairau Lagoons Wetland Management Area Reserve) mahinga kai and other traditional resources;
- (d) acknowledgement of Ngāti Rārua tikanga / kawa over the Wairau Bar and Wairau Lagoons (part of the Conservation Area - Wairau Diversion Mouth and part of the Wairau Lagoons Wetland Management Area Reserve);
- (e) respect for the association of Ngāti Rārua with the Wairau Bar and Wairau Lagoons (part of the Conservation Area - Wairau Diversion Mouth and part of the Wairau Lagoons Wetland Management Area Reserve);
- (f) recognition of the historical, cultural and spiritual significance of the Wairau Bar and Wairau Lagoons (part of the Conservation Area - Wairau Diversion Mouth and part of the Wairau Lagoons Wetland Management Area Reserve); and
- (g) recognition of the relationship of Ngāti Rārua with their wāhi tapu, wāhi taonga and sites of significance.

**5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO
SPECIFIC PRINCIPLES**

5.1 Pursuant to clause [5.7.7] of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- (a) Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about Ngāti Rārua values and the existence of the overlay classification and will be encouraged to respect the association of Ngāti Rārua with the Wairau Bar and Wairau Lagoons (part of the Conservation Area - Wairau Diversion Mouth and part of the Wairau Lagoons Wetland Management Reserve).
- (b) the Department of Conservation will work with Ngāti Rārua on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;
- (c) the association with the Wairau Bar and Wairau Lagoons (part of the Conservation Area - Wairau Diversion Mouth and part of the Wairau Lagoons Wetland

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

**1.4: PARIRAU WHAKARURU CREATED OVER WAIRAU BAR
AND WAIRAU LAGOONS / PART OF THE CONSERVATION AREA – WAIRAU DIVERSION MOUTH AND
PART OF THE WAIRAU LAGOONS WETLAND MANAGEMENT RESERVE**

Management Reserve) will be accurately portrayed in all new Department of Conservation information and educational material;

- (d) Ngāti Rārua will be consulted regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Ngāti Rārua cultural information with the consent of Ngāti Rārua;
- (e) significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible;
- (f) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Ngāti Rārua will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites; and
- (g) any kōiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and Ngāti Rārua informed as soon as possible to enable them to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law.

2. STATEMENTS OF ASSOCIATION

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

2: STATEMENTS OF ASSOCIATION

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

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

2: STATEMENTS OF ASSOCIATION

WAIRAU LAGOONS AND TE POKOHIWI / BOULDER BANK HISTORIC RESERVE

For Ngāti Rārua, the Wairau Lagoon is of great historical cultural, spiritual significance. The first Ngāti Rārua settlement in the Wairau was established at the Wairau Bar, which adjoins the lagoon. Tūpuna cultivations were on the shores of Mataora, the traditional name for the largest water area in the Wairau Lagoon.

Located 7.5 kilometres south east of Blenheim, the Wairau Lagoon is situated at the mouth of the Wairau River. The lagoon covers about 200 hectares of saline marsh and mud flats between the Wairau River mouth and the Vernon Estate to the South. The lagoon was formed over the last 6,500 years behind an eight kilometre long boulder bank (Te Poko Hiwi). Along the boulder bank, which separates the lagoon from Cloudy Bay (Te Koko-a-Kupe) are a series of Māori archaeological sites that are of great national significance. These particular sites include middens, campsites and burial grounds.

The exploits of the famous explorer Kupe are entrenched within this region. These traditions describe the story of Te Kāinga-a-Haumia (the house of Haumia). The Kahui Tipua whose chief was Haumia were occupying the Wairau at the date of Kupe's visit, and tried to obstruct him by building a reef of rocks at Vernon Bluff and at Cape Campbell. Kupe sailed around the first obstruction and at the second caused an island called Titipu or Titipua to sink beneath the waves. As a punishment to these people he let in the sea on their plantations, this being the origin of the lagoons.

The period of the Moa Hunter, which was long before the arrival of Ngāti Rārua to the area, saw the large birds herded from the Wairau Plains and surrounding hills along this bank from which there was no possible escape. The lagoon was an ancestral mahinga kai for Ngāti Rārua, where it was utilised as a hunting ground for birds and for fishing, especially flounder, kahawai and whitebait. Channels dug in the lagoon prior to the arrival of Ngāti Rārua to help trap moulting birds or eels were extensively used by Ngāti Rārua. These waterways were of great economic importance to Ngāti Rārua.

The channels ran for twenty kilometres. Many were up to twelve feet wide and up to eight feet deep. Te Aropipi (the place of the pipi) was one of the most prominent of the channels, running alongside the seaward boulder bank. Another important channel was named Orua and connected the Opawa River to the upper lagoon (Ohine-anau mate). At regular distances the banks had walls left projecting slightly into the channel and narrowing the waterway passage. These were used for eel traps and other fish nets, when the fishing season was underway. Close to these trapping spots were sand pits where the traps and nets would be emptied.

The traditional method of killing tuna was to sprinkle fine dry earth grit or sand on the eel, whereby it would quickly die and at the same time the bruising caused by knocking the fish on the head was avoided. This was important because in the large fish drives where food was taken and prepared to last throughout the winter, the bruised part of the fish would quickly putrefy and become useless for the winter stock. Immense quantities of eels were caught each season along the winding lengths of the various canals.

Another principal use of the channels was the capture of the wild fowl that bred and visited the lagoons. During the moulting season the birds were unable to fly (a state known as maumi or flappers) and were easily taken by hand in the narrow water lanes. The Pūtangitangi and Parera had their own respective moulting seasons and would be herded up the water catchments. A selection process would take place whereby only the birds in good condition were taken. Large numbers of the birds would be harvested each season and then stored in a traditional manner for future use.

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

2: STATEMENTS OF ASSOCIATION

In addition to the mahinga kai, there were two major occupation areas within the canal systems. A village was located on Budge's Island, before the large earthquake in 1855, which dropped the whole lagoon area. Another larger village was located near the canals in the 'Frying Pan' and between Chandler's Lagoon (Te Awa-a-roiti) and Mataora.

Ngāti Rārua are kaitiaki with responsibilities to take care of places, natural resources and other taonga within their rohe. It is an obligation of Ngāti Rārua hapū and whānau to make decisions about how to look after and protect the physical and spiritual well being of the whenua, of taonga, of wāhi tapu and all places and sites of significance.

Although sourced in spiritual values, the kaitiaki responsibilities of Ngāti Rārua are expressed as a practical solution for the regulation and control of human activities on the natural environment. Central to those responsibilities is the maintenance of customary practices and the sustainable use of natural resources. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations and the restoration and enhancement of damaged ecosystems. Decisions about how to look after taonga species and places within the rohe are based on mātauranga Māori and implemented through tikanga, traditions practised by Ngāti Rārua for many generations.

The continued recognition of Ngāti Rārua cultural identity, their customs, traditions and status as kaitiaki is therefore intertwined with the Lagoon and associated resources; and is paramount to the cultural wellbeing of Ngāti Rārua.

WESTHAVEN (TE TAI TAPU) MARINE RESERVE AND WESTHAVEN (WHANGANUI INLET) WILDLIFE MANAGEMENT RESERVE

The area covered by the Westhaven and Westhaven Wildlife Management Reserve is of immense historical, traditional and cultural significance to Ngāti Rārua. Whanganui Inlet derives much of its importance and significance for Ngāti Rārua from its position within a wider area of traditional Ngāti Rārua occupation and residence. The relationship between Ngāti Rārua and the Whanganui Inlet/Te Tai Tapu is as important to present day whānau as it was to their tūpuna. The extent and nature of this relationship and the Ngāti Rārua interests are recognised and accepted. The length of Ngāti Rārua occupation, the abundance of natural resources and the ancient coastal trail to Te Tai Poutini all contribute to its significance.

The occupation sites, which can still be found around Whanganui Inlet today, are only an indication of the decades of Māori traditional and cultural history entwined with the estuary and associated waterways and lowland forests. Melbourne Point in West Whanganui was a Ngāti Rārua pā site and a fishing camp was located at Rākopi. In addition, middens and ovens, rock and cave shelters recorded along the Te Tai Tapu coast mark both longer-term habitations sites and campsites of tūpuna who came to gather resources from Whanganui Inlet for their journey South to Te Tai Poutini. Located at Rākopi was the papakainga of Ngāti Rārua chief, Riwai Tūrangapeke. It continues to be a popular summer camping and fishing destination for Ngāti Rārua whānau.

In 1846, Heaphy recorded the well-worn path from Pakawau Pā in Mōhua to the northern end of Whanganui Inlet. A Māori offered to take the party across the Inlet to its Southern end in a waka. Once there, a well used path was again followed to take Heaphy through the hills and along limestone cliffs out to the coast at Hapū Stream.

Since the early 1800s, Ngāti Rārua whānau living in Mōhua and Motueka have made seasonal journeys to Whanganui Inlet/Te Tai Tapu to collect kai, rongoā and other natural materials. In earlier times, whole communities or contingents of Māori would relocate their villages to

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

2: STATEMENTS OF ASSOCIATION

harvest resources from this huge and abundant food basket. Everyone had different tasks. Some would go fishing, while others would collect shellfish, snare birds or collect plant materials from around the estuary and associated lowland forests.

Whānau and extended whānau gatherings occurred frequently, depending on seasonal resources available for harvest from land and sea. Each season brought different resources to fruition for harvest. These harvests were an opportunity to renew social and familial ties, but large numbers were also needed to carry out the jobs associated with the harvest. For example, many hands were needed to deal with the catches, to ensure they were safely preserved for long-term consumption.

Almost every type of *kai Māori nō te moana* could be found within this mahinga kai. A natural wonder, with a thriving estuary and marine life, Whanganui Inlet is home to a huge number of mātaitai (shellfish), pāpaka (crabs) and other invertebrates. In the mud and sand, tūpuna collected tuangi (cockles), pipi, tuatua, pūpū, kūtai (mussels) and tio (rock oysters); from the rivers and streams īnanga, tuna and kokopū were harvested. Around thirty fish species use the Inlet at some stage in their lives and in the breeding seasons, the waters can be seen literally “boiling” with shoaling fish including tāmure (snapper), kanae (mullet), herrings, pātiki (flounder) and sole, mango (sharks), kahawai, southern mackerel, koiro (conger eels), piharau (blind eels) and warehou.

The estuary also provides food and shelter for an array of wading birds including the godwit, oystercatcher and the banded rail. Saltmarsh communities fringe the shoreline and eelgrass beds dominate the tidal flats. Dunes, cliffs, islands and underwater reefs contribute to the huge range of habitats and species found within Whanganui Inlet. Much of the Inlet is still bordered by coastal forest including pukatea, rātā, kahikatea, beech, rimu and nikau palm.

Land based resources were also gathered, harvested or quarried on traditional whānau trips. Plants were harvested for weaving, such as aka (supplejack) were harvested for crayfish pots, hinaki for eeling and for other weavings. The swamps provided thousands of hectares of tough harakeke for whāriki (mats), especially at Rākopi and near Mangarākau. Kiekie fruits were a delicacy, as were hinau berries and other fruit trees. Long, straight stands of hinau and lance-wood provided exceptionally strong shafts for fishing spears, spars and poles.

Whanganui Inlet/Te Tai Tapu is steeped in history. There are numerous wāhi tapu associated with this abundant food basket, linking present day Ngāti Rārua hāpu and whānau physically and emotionally with their tūpuna. The cultural identity of Ngāti Rārua is therefore intertwined with Whanganui Inlet and the maintenance of associated customs and traditions is paramount to iwi wellbeing.

LAKE ROTOITI AND LAKE ROTOROA, NELSON LAKES NATIONAL PARK

The origins of Lakes Rotoiti and Rotoroa are linked to the tradition of Rākaihautū, of the Uruao canoe, which arrived in the South Island from Hawaiki around AD 850. After his arrival at Nelson Haven, Rākaihautū set out overland to explore the South Island. Inland from Whakatū, he used his magic *kō Tū Whakarōria* to dig three trenches and filled them with water. These were at Rotoiti, Rotoroa and Rangatahi (now known as Lake Tennyson).

Oral traditions tell of early ocean voyages from Te Tau Ihu to Te Tai Poutini by waka. However, the inland routes via Lakes Rotoiti and Rotoroa also became important trails to and from Te Tai Poutini for pounamu and other resources. The routes into the hinterlands formed the basis for both economic and social relationships of iwi living in Te Tau Ihu. Waka were used to negotiate the waterways and cross the lakes. Traditional tauranga waka (landing sites) on the associated rivers and around Lakes Rotoiti and Rotoroa are therefore plentiful.

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

2: STATEMENTS OF ASSOCIATION

The trails began in Picton, Nelson and Motueka and followed the Wairau, Waimeha/Wai-iti and Motueka River Valleys. At Kikiwa, in the upper Motupiko, the Nelson route connected with the Motueka route, which in turn connected with the Wairau route. From Kikiwa, the route followed the Motupiko upstream, before arriving at Lake Rotoiti.

Lake Rotoiti provided a plentiful supply of food and other resources needed to replenish supplies. Freshwater mussels were a highly valued mahinga kai collected from both Rotoiti and Rotoroa. Tuna, whio, and other birds such as kōkako, weka and bush wren were also abundant.

From Rotoiti, the route followed the Kawatiri (Buller) River³ for some distance across flat country, before following the Porika upstream, over a low range of hills to Lake Rotoroa. This country and surrounding area was known as a good place in which to hunt kiwi and kākāpō. Cultivation of “fern gardens” on the western slopes of Rotoroa indicates that the Lake was of considerable importance. At the very least, it was used as a campsite for parties crossing the hinterland to and from resource gathering areas and mahinga kai throughout the northern and western South Island.

The Rotoiti and Rotoroa were an integral part of the seasonal traditions of Ngāti Rārua iwi; they were used as food baskets to replenish supplies on journeys, but also as seasonal or semi-permanent camps, as observed by Heaphy at the Porika in 1846. The mobile lifestyle of the tūpuna led to their exploration of these inland areas. Knowledge of river routes, landing places and walking trails was essential to gain access to the Lakes. Kai and other materials were processed on site and transported back to coastal papakāinga for later use or elsewhere for trading.

WHAREPAPA / ARTHUR RANGE

Wharepapa dominates the skyline of Tasman Bay. It has cast its influence over the iwi living in the rohe for hundreds of years. For Ngāti Rārua, this maunga is a taonga. Wharepapa is a sacred ancestor and guardian, providing a historical and spiritual link to the natural world. For hundreds of years, iwi have looked to Wharepapa as an environmental indicator of changing weather and seasonal patterns.

Wharepapa has a mauri of its own. This life force binds the spiritual world with the physical world. All elements of the natural world have a life force and it is this life force that connects the people with this maunga. Mauri is therefore the basis of the spiritual relationship of Ngāti Rārua with Wharepapa.

Wharepapa is a natural reservoir for high quality fresh water. The water that flows from Wharepapa as the snow melts is sacred. Water is an essential element of life, a taonga that is considered to transcend life itself. Wai is necessary to ensure the physical and spiritual survival of all things. It also represents the lifeblood of Papatūānuku and the tears of Ranginui. Ngā awa carry this lifeblood from Wharepapa to the sea.

Wharepapa is home to a wide range of animal and plant species, which are of great significance to Ngāti Rārua. Two notable species are the mountain neinei, which is the longest living indigenous tree, and the powelliphanta (land snail). These taonga were highly valued by tūpuna and remain culturally significant to Ngāti Rārua whānau today.

³ Kawatiri was an Ngāti Rārua chief who guarded the trail between Ngai Tahu and Ngāti Rārua country. He controlled the mana over the Kawatiri River and hence the awa was named after him.

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

2: STATEMENTS OF ASSOCIATION

The relationship Ngāti Rārua has with this sacred ancestor provides whānau with a “sense of place” and belonging to the rohe. Wharepapa was also a boundary marker for the iwi living in Motueka. It is still customary practice for Ngāti Rārua to identify where they come from and to recite the relationship that connects them to the natural world when speaking in a formal setting. The association Ngāti Rārua has with Wharepapa is so strong that this taonga is synonymous with the identity of Ngāti Rārua iwi whānau living in Motueka. The significance of Wharepapa to Ngāti Rārua is illustrated in the pepehā “Ko Wharepapa te maunga, Ko Ngāti Rārua te iwi”.

PUKEONE / MOUNT CAMPBELL

Pukeone has been a part of the lives of Ngāti Rārua since their arrival in Tasman Bay. A sacred ancestor; Pukeone provides Ngāti Rārua with an historical and spiritual link to the natural world. It has a life-force or mauri of its own, and this life force binds the spiritual world with the physical world and connects this maunga to the people of the land. Through this life force, Ngāti Rārua iwi are connected to Pukeone.

Traditionally, Pukeone was used as a boundary marker for Motueka iwi. It was also a strategic landmark from which iwi would signal to each other across the rohe. The fires burning on top of Pukeone could be seen as far as Whakapuaka. Pre-European colonisation, the signalling related mostly to war, or the threat of war. But later, fires signalled other important events such as hui at marae across the rohe. A fire was lit on Pukeone following Wakefield's acceptance of Nelson as a settlement site. The remnants of these huge fires can still be found on top of Pukeone in the form of charcoal remains.

Pukeone provides Ngāti Rārua with a sense of belonging to the rohe and this maunga is central to the lives of whānau living in the Tasman Bay. For Ngāti Rārua this is particularly important as Pukeone stands as a sentinel above the numerous customary sites that define the cultural association of Ngāti Rārua with Motueka.

MAUNGATAPU

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

Maungatapu has been important to the identity and lives of Ngāti Rārua for generations. Beneath this maunga's gaze, whānau lived, cultivated land, collected resources and harvested food. Maungatapu also stands at the head of the Mahitahi River which is a culturally significant awa for Ngāti Rārua, bringing the waters from Maungatapu through the whenua and out to sea. Traditionally, Maungatapu and the surrounding lands (50 hectares) were rich in manu and rongoā. These resources were used to sustain their tūpuna wellbeing. Hence, the significance of Maungatapu is recognised in the pepeha of Ngāti Rārua - “Ko Maungatapu te maunga, Ko Ngāti Rārua te iwi.”

Maungatapu stands within the Maungatapu District and is linked to the legend of Ngahue and Poutini.⁴ These stories are significant as they illustrate that from the very earliest times, tribes from all over the country knew about the precious resources to be found in the area. Ngahue

⁴ The oral traditions refer specifically to areas within the Maungatapu District and the headwaters of the Maitahi River, which flows from Maungatapu. See H & J Mitchell *A history of Nelson and Marlborough Volume 1: Te Tangata me Te Whenua* (2004:22,23 & 54, 55)

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

2: STATEMENTS OF ASSOCIATION

was the atua (guardian) of pounamu (greenstone). He and his taniwha Poutini were the guardians of this taonga. A dispute between Ngahue and his adversary Hine-tū-ahoanga entangled their taniwha; Poutini was driven out of Hawaiki by Whatipu (the taniwha of Hine-tū-ahoanga) and pursued to different places around New Zealand. One of the places Poutini found temporary refuge was Maungatapu, which is in the Whangamoā, the range of hills between Nelson and Pelorus. This refuge is where pakohe (grey/black argillite) can be found along the Nelson Mineral Belt, which extends from Rangitoto, through the Whangamoā ridges and the Mahitahi Valley to the eastern headwaters of the Motueka Pakohe.

Pakohe was traditionally a highly valued taonga for Ngāti Rārua. It is a mineral of great hardness and strength, which could be manufactured into tools and weapons, such as adzes. The tools fashioned from this taonga were used to collect and prepare kai, and other natural materials gathered from the land and sea. Archaeological finds, relating to argillite, tell a story of how this relationship developed over time. Of great significance is the mātauranga used to create the array of tools and the patterns and styles developed by iwi. Argillite was also a valuable item for trade.

Traditionally, Ngāti Rārua also used Maungatapu as a boundary marker. It was a geographical landmark for their tūpuna living to the West of Te Tau Ihu. It formed one point in a triangle of peaks, which dominate the Tasman Bay landscape.

ABEL TASMAN MONUMENT IN ABEL TASMAN NATIONAL PARK

Tata Beach and Ligar Bay were important papakāinga for two Ngāti Rārua chiefs, Kawatiri and Te Aupōuri Mātenga and their whānau. The whole area derives its importance from the traditions maintained by Ngāti Rārua tūpuna. The papakāinga, fishing grounds, urupā and other wāhi tapu associated with the cultivation and occupation of land stretch the length of coastline.

Sites found in Ligar Bay reflect the significance of the area to Ngāti Rārua tūpuna. There are numerous Ngāti Rārua modified spoils, middens, gardens, pits, stake holes and artefacts. The middens contain a huge variety and abundance of kaimoana collected from the sea. Species included mātaimai (shellfish) such as tuatua, pipi and tūangi (cockle). Fish such as barracouta, red cod and ling were also part of the kai harvested.

Tata Beach also illustrates occupation of the area by Māori from the 15th century. Evidence of the activities carried out at Tata includes extensive gardening, crop storage, the processing of coastal resources, artefact manufacture, house construction and burial. The site was still occupied by Ngāti Rārua in colonial times, although a tragedy at sea resulted in a rāhui being placed on the area. Subsequently, tūpuna abandoned the area for a time; this departure from a tapu place was customary and therefore did not diminish the mana Ngāti Rārua held over the area.

Ligar Bay provides valuable information on the Ngāti Rārua customs and traditions practised over time. The protection of these sites and associated taonga is paramount for present day whānau. Guardianship of the area is integral to the cultural well being of Ngāti Rārua as kaitiaki. The interests of Ngāti Rārua iwi at Ligar Bay are recognised and accepted.

RIVERS STATEMENT

The following values, resources, cultural and spiritual associations are common to all rivers with which Ngāti Rārua has a customary connection.

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

2: STATEMENTS OF ASSOCIATION

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

For Ngāti Rārua, ngā awa are a source of wai which is an essential element of life. Wai is considered to transcend life itself, as it sustains the physical and spiritual survival of all things. Ngā awa support many water creatures. The life forms, which are an integral part of these rivers cannot be separated from them.

Traditionally, ngā awa provided a wealth of resources to sustain tūpuna. Ngāti Rārua view all natural resources as being gifts from ngā atua kaitiaki (spiritual guardians). Tangaroa is the spiritual guardian of ngā awa and Tāne Mahuta of the forests, trees and birds. These guardians were central to the lives of tūpuna and remain culturally significant to whānau living in the present day. Without ngā atua kaitiaki, ngā iwi would have no resources or taonga to maintain their spiritual, cultural and economic wellbeing. Rivers have a mauri, wairua, tapu and mana of their own - they are entities in their own right. The relationship Ngāti Rārua has with these taonga relates to the entire catchment. The health of a river reflects the health of the people who live in the rohe.

Rivers provided Ngāti Rārua with routes into the hinterlands to gather resources. These resources formed the basis for both economic and social relationships of iwi living in Te Tau Ihu. Waka were used to negotiate the waterways, therefore traditional tauranga waka (landing sites) are located along many of the rivers in the rohe.

The relationship Ngāti Rārua has maintained with ngā awa since their arrival in Te Tau Ihu is reflected in the history of resource protection and use by Ngāti Rārua as kaitiaki.

Tuna

Tuna are taonga, a species that has been central to the lives of Ngāti Rārua for generations. The places where tūpuna harvested eels were important tribal areas. Gathering and processing tuna was a customary practice that strengthened the kinship of iwi and whānau. Customary management practices followed the lifecycle of the tuna, and harvesting was regulated according to the seasons.

Pā harakeke

Prior to the arrival of the European settlers, harakeke was a very important and versatile plant species for iwi. Pā harakeke supplied tūpuna with raw products, such as timber and other building materials, rongoā and weaving materials. The two main industries associated with Whakatū, pakohe and fishing, utilised large quantities of flax. Pakohe was carried out of the Mahitahi River catchment using flax kete and harakeke fibre was used to catch fish in the rivers and adjacent estuary areas.

The harekeke wetland areas and associated lowland forests provided an important habitat for nesting birds and fish species. A large number of freshwater fish species were harvested including kokopū, parakī (smelt), īnanga, piharau (lamprey) tuna and kōaro. Although, freshwater fish and tuna have been severely depleted, they are still an important resource for whānau today.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

2: STATEMENTS OF ASSOCIATION

Ngahere

Traditionally, papakāinga in the river valley were surrounded by an abundant source of timber. The river flats were heavily forested with tōtara and rimu, along with lush dense stands of other native timbers. The fruits of the trees were a source of food. A vast range of edible products were harvested from the forests including karaka berries, ngāio, kawakawa, rimu, matai, supplejack, hinau, miro and tōtara, as well as the young leaves, hearts and shoots of the nikau palm. Rātā blossom honey and the trunk pith and frond stems of mamaku (black tree fern) were gathered by tūpuna. Kiekie fruit was used to make a fermented drink for ceremonies.

Manu

In pre-European times, the birdlife associated with ngā awa was plentiful. Kererū, kākāpō, tui, korimako, weka, kākā and kiwi were found in the forests that hugged the river valleys; pūkeke and ducks were harvested in the wetland areas. The blue duck or whio was common on the faster flowing waters. Ngā manu were not only important as a source of food, but the feathers were used for cloaks and decorating garments.

Mātauranga

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

The Mahitahi and Waimeha Rivers are immersed in Māori history. There are numerous wāhi tapu associated with these abundant food basket, linking present day Ngāti Rārua physically and emotionally with their tūpuna. The cultural identity and iwi wellbeing of Ngāti Rārua are intertwined with these awa.

MAITAI RIVER AND ITS TRIBUTARIES

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

Traditionally, mahinga kai, rongoā, weaving and building materials were plentiful in the Mahitahi River. The natural resources gathered in the catchment, attracted tūpuna from as far as Motueka. Whānau would camp, and harvest the plentiful supply of resources found in the estuary, the channels and wetlands at the mouth of the Mahitahi and the adjacent lowland valley forests. A favourite site was Mātangi Āwhio. Ngāti Rārua used this flat north-facing kāinga for generations. Pikimai and Koputirana are other sites in the lower Mahitahi, where kāinga were occupied on a semi-permanent basis. Ngāti Rārua from Motueka had a fishing camp on Mānuka Island. Cultivation sites to support tūpuna fishing operations were located along the banks of the Mahitahi River.

In pre-European times, extensive tracts of harakeke were present along the flats and hills of the Mahitahi. The wetter areas were also associated with kahikatea and raupō. These rich

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

2: STATEMENTS OF ASSOCIATION

ecosystems provided habitats for many different bird, plant and fish species. Podocarp forest stands extended from near the river mouth upstream to Branford and Hanby Parks. This forested area provided iwi with tall trees for building and carving purposes. Tūpuna gathered berries and other materials and hunted the manu associated with the forests.

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

Argillite, found along the Nelson Mineral Belt including the Mahitahi Valley, formed an important resource for Ngāti Rārua of Whakatū. The tools fashioned from this taonga were used to collect and prepare kai, and other natural resources gathered from the land and sea. Archaeological finds, in the vicinity of the Mahitahi Valley, contain a range of stone tools and evidence of their manufacture. These taonga include fishing gear, drill points, adzes, chisels, hammer stones and ornaments. Of great significance is the mātauranga used to create the array of tools and the patterns and styles developed by iwi.

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

The fertile plains of the Waimeha have a long and rich Māori history, reaching back to the earliest tribes known to have lived in the South Island. The name "Waimeha" means "brackish" or "insipid water". This name relates to the nature of the river as it passes swamp and mudflats on its way to sea.

The significance of the Waimeha River relates to the awa itself, but also to the entire catchment, from the waters flowing from the mountains, (Gordon Range, Eastern slopes of the Kahukura (Richmond Ranges) and Bryant Ranges and the Dun mountain) through the flood plains to coastal waters and out to sea.

The Waimeha was the gateway to the trading route between Whakatū (Nelson) and Te Tai Poutini (West Coast). Goods were often exchanged between the Waimeha/ Whakatū iwi and Te Tai Poutini tribes. The Waimeha iwi offered kūmara, dried tāmure and pakohe tools, valuable taonga not obtainable on the Coast. The West Coast tribes offered raw and worked pounamu.

Ngāti Rārua houses were located at the mouth of the Waimeha River. This area provided tūpuna with a plentiful supply of harakeke of which four varieties of harakeke could be found. The fine, long-fibred variety was suitable for net making. A coarser long-fibred type was suitable for ropes and cords, an intermediate type for kete, and a finer short-fibre variety for more delicate work, such as kākahu (cloaks) and tāniko (borders and other decorative work).

MOTUEKA RIVER AND ITS TRIBUTARIES

The Motueka River is central to the lives of Ngāti Rārua whānau. In the early 1830s, a series of heke arrived in Motueka. The Ngāti Rārua rangatira were Niho, Takarei te Whareaitu, Te Aupōuri, Te Iti, Panakenake, Te Poa Kāroro, Pukekōhatu and Rotopuhi. Pukekōhatu, Te Poa Kāroro Tūrangapeke and other Ngāti Rārua settled in the Motueka and Riuwaka river catchments.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

2: STATEMENTS OF ASSOCIATION

Pukekōhatu came to Te Maatu to cultivate the land, however he encountered opposition from Te Poa Kāroro. Pukekōhatu personified himself with the Motueka River, stating that its source was his head and its mouth, his feet. In doing so, he intended to render the land to the south of the river tapu, and prevent occupation of the land. Te Poa Kāroro was not deterred by the rāhui and threatened to cook any persons occupying Te Maatu in his oven. However, the land lay unoccupied, until Pukekōhatu lifted the tapu, after he resolved to settle primarily at Karauripe and Wairau.

For the original Ngāti Rārua families, the Motueka River was the source of life. The water channels, swamps and wooded areas associated with the river were habitats supporting a huge food basket. Oral traditions identify the Motueka River and flood plain as an extensive and bountiful mahinga kai from which to gather a huge variety of natural resources. Floods would replenish and fertilise the catchment, enabling iwi to cultivate food.

Modified soils, argillite adzes, drill points, whalebone patu and pounamu pendants convey the kind of association tūpuna had with the Motueka River catchment and surrounding lands. Wāhi tapu sites found in the Motueka River catchment include the area from the Motueka Wharf to Thorpe St, which was once an extensive garden, with the raised sand dunes providing natural shelter for the crops. Just south of the Motueka River Mouth was Raumānuka, a kāinga, which was permanently inhabited. Traditionally, Raumānuka was the host marae for group gatherings. Further south was Kōkiri, a seasonal habitation from which tūpuna harvested coastal and wetland resources. From Pounamu (Staples Street) north to the mouth of the Motueka River was an area tūpuna used to gather pīngao for weaving; established gardens were associated with blocks on higher ground.

Pā sites and kāinga associated with the Motueka River catchment were plentiful. One pā named Pounamu was located at Staple St. Wakapaetuara Pā was situated on the north bank of the Motueka River. "Wakapaetūara" superseded the old pā, "Hui Te Rangiora," which was situated at the mouth of the Riuwaka River.

Traditionally, the Motueka River and its tributaries were full of tuna, kokopū and īnanga. Tuna formed an important part of the customary diet.

Upokororo, named after the grayling, was an important tribal area where tūpuna harvested eels. The gathering and processing of tuna was a customary practice that strengthened the kinship of iwi and whānau. Customary management practices followed the lifecycle of the tuna, and harvesting was regulated according to the seasons.

The blue duck or whio was common on the faster flowing waters. Ngā manu were not only important, as a source of food, but were also valued for their plumage, which was used for decorative purposes. One major birding site was located up the Motueka River at Upokororo.

The Motueka headwaters can be linked to the legend of Ngahue and Poutini.⁵ This pūrākau is significant as it illustrates that from the very earliest times, tribes from all over the country knew of the precious resources to be found in Te Tau Ihu. Ngahue was the atua (guardian) of pounamu (greenstone). He and his taniwha Poutini were the guardians of this taonga. A dispute between Ngahue and his adversary Hine-tū-ahoanga entangled their taniwha; Poutini was driven out of Hawaiki by Whatipu (the taniwha of Hine-tū-ahoanga) and pursued to different places around New Zealand. One place Poutini found temporary refuge was at the eastern headwaters of the Motueka River.

⁵ The oral traditions refer specifically to the Motueka headwaters: See H & J Mitchell *A history of Nelson and Marlborough Volume 1: Te Tangata me Te Whenua* (2004).

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

2: STATEMENTS OF ASSOCIATION

In the upper Motueka River Valley, clusters of argillite working areas and source sites indicate the importance of this stone to tūpuna. Buried boulders, hammer stones and adzes found in the river valley illustrate the traditional stone working techniques.

The Motueka River Valley provided a natural inland pathway or Ara to reach Te Tai Poutini. This pathway was a traditional greenstone trail, used by tūpuna in search of this valuable taonga and other items for trade. The route followed the Motueka River Valley, before connecting with the Wairau and Waimeha/Wai-iti routes, ahead of Lakes Rotoiti and Rotoroa. Waka were used to negotiate the waterways, therefore the Motueka River has many traditional tauranga waka (landing sites) and camps sites, which were used for fishing along its banks.

The significance of the Motueka River to Ngāti Rārua is illustrated in the carvings in the main whare at Te Āwhina Marae in Motueka. The river is also recognised in the pepehā of Motueka whānau, “Ko Motueka te awa, Ngāti Rārua te iwi...”.

RIUWAKA RIVER, AND RESURGENCE, AND ITS TRIBUTARIES

The Riuwaka River is a taonga to Ngāti Rārua. Traditionally named the Riuwaka River, “riu” meaning basin, the name is a reference to the puna or pool where the river emerges from the ground. There are a series of pools below the resurgence. Each pool had a specific cultural purpose for the iwi. Te Puna o Riuwaka has special mana or status, because of the springs of “wai ora” or “the waters of life” here. For generations, Ngāti Rārua whānau have come to the pools for cleansing and healing, following the footsteps of their tūpuna. The whole area associated with this awa is one of the most sacred sites in Tasman Bay. The Riuwaka has sustained ngā iwi spiritually and has always been regarded with awe. The protection of the river’s mauri and wairua are therefore integral to the spiritual and cultural well-being of Ngāti Rārua.

After heavy rains, water would fall through the marble/karst landscape of the Takaka Hill and pour out from the Riuwaka Resurgence. The roaring sound made by the water was attributed to the roaring of the taniwha associated with the Takaka Hill and caves below. Traditionally, the Takaka hill was also regarded as a super-natural place; a place greatly respected and feared. The coastline stretching from Puketāwhai northwards was believed to be home of the Patu-paiarehe or fairy folk and kēhua (ghosts). Local Māori particularly feared the limestone rocks and bluffs at Puketāwhai, as some had the appearance of skulls.

Oral traditions identify the Riuwaka River mouth as the resting place of Hui Te Rangiora, an explorer who travelled to the shores of New Zealand before the waves of Polynesian migration. It is recounted that Hui Te Rangiora stopped to repair his waka and heal himself with the sacred waters of the Riuwaka River. This tradition is depicted in the carving at the top of the meeting house at Te Āwhina Marae. The whare tūpuna called Tūrangapeke is a tekoteko of Hui Te Rangiora looking out for land. At the entrance to the source of the Riuwaka, a carved waharoa represents Ngāti Rārua on the right and Te Ātiawa on the left with Hui Te Rangiora at its apex.

The Riuwaka River is closely linked to Puketāwhai, a low hill located at the mouth of the Riuwaka River within Tapu Bay. Puketāwhai, also known as Pā hill or Pā Point is culturally significant. A former harbour, pā site and kāinga, it is a wāhi tapu associated with the Riuwaka River. Tāmati Parana, a revered tōhunga lived at the northern end of Tapu Bay, close to the tapu Riuwaka River. As a tōhunga, he placed his tūahu (altar) near to the Riuwaka in order to be close to the source of his medicine, the white healing stones within its waters. These stones continue to be of great cultural significance to Ngāti Rārua for healing purposes.

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

2: STATEMENTS OF ASSOCIATION

Traditionally, the Riuwaka River catchment was an abundant food basket, with diverse ecosystems and species associated with those habitats. The estuary area, where the Riuwaka River flows into the sea was rich in pipi, tuangi (cockles) tio (oyster), titiko (mud snails) and other shellfish. Pātiki (flounder) kānae (mullet) and kahawai were plentiful, but tāmure (snapper) dominate the middens in the area.

The flat land within the Riuwaka catchment consisted of a number of wetlands. Dominant tree species included kahikatea, pukatea, and tī kōuka (cabbage trees). Sedges, harekeke and raupo were prevalent in the wetter areas. Pockets of podocarp existed among these wetlands, with tōtara, matai and kahikatea dominant species. These forests provided the ideal habitat for a large number of birds. The wetlands, with associated ponds and streams were important providers of kai, raw materials for building and plants for weaving. This food basket included tuna, whitebait and adult kokopū and īnanga. The upokororo (grayling), which is now extinct, was also present. Water birds were another abundant resource to be harvested.

The lowland forest consisted of many species that provided building materials and rongoā for the tūpuna living there. Matai, tōtara and rimu were used for building and carving. Karaka seeds were soaked and steamed in an umu to remove toxins before being dried and ground to make flour for cakes. Tawa berries could be eaten and Titoki was highly valued for its oil. Tī kōuka provided a source of sugar. Tūpuna used the fertile drier land to grow crops. Archaeological surveys have found approximately twenty-five hectares of garden soils within the Riuwaka catchment. The principal crop was probably kūmara, but hue (gourd), taro and yam were also grown there.

The Riuwaka River catchment is steeped in history. The wāhi tapu and taonga associated with this sacred awa are numerous. Wāhi tapu and taonga link present day whānau with their tūpuna. The cultural identity and spiritual well being of Ngāti Rārua is intertwined with this awa and the associated resources.

AORERE RIVER AND ITS TRIBUTARIES

Aorere is a sacred island in Hawaiki. The name Aorere was given to Collingwood, Tasman Bay and two islands off Abel Tasman National Park, Motu Aorere-nui (Adele Island) and Motu Aorere-iti (Fisherman's Island).

In colonial times, Aorere was one of the focal points of habitation for tūpuna. Approximately 300 hectares of land embraced cultivation and habitation sites, urupā and mahinga kai. These sites began at the mouth of the Aorere River and stretched up the valley for at least five kilometres.

Aorere, which can be translated as the place of the flying or moving clouds, was the name of the place at the mouth of the Aorere River and encompassed the hinterland areas along the River. At the mouth of the Aorere River, the tip of the promontory, now called Collingwood, was the site of the Aorere Pā, home to Tāmati Pirimona Marino of Ngāti Rārua descent. Marino exercised manaakitanga during the gold rushes, providing all who came to the diggings with food and entertainment, although he eventually had to limit his hospitality to Māori miners. As well as providing a base for surveyors and other travellers, Aorere Pā supplied river transport.

The Aorere goldfields were extensive. Auriferous gravels were found in many tributary rivers, streams, valleys and gullies, from the Aorere river mouth at Collingwood to the headwaters and ranges, more than sixty kilometres inland. Māori miners were dominant in number, especially at sites where access was difficult. Tūpuna used river waka to reach inland sites.

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

2: STATEMENTS OF ASSOCIATION

Strict tikanga was followed at the Goldfield sites. Traditional Māori principles of rangatiratanga, kaitiakitanga and manaakitanga were practised by tūpuna to welcome guests with appropriate ceremony and hospitality.

The Aorere River Valley also provided a natural inland pathway or Ara to reach Te Tai Poutini. This pathway was an important greenstone trail, used by tūpuna in search of this valuable taonga and item of trade. The route followed the Aorere River before meeting the head of the Heaphy River and emerging just north of Karamea on the West Coast. The journey was a long one and required that tūpuna camp, rest and gather food en route in order to complete the expedition.

PATURAU RIVER, ANATORI RIVER AND ANAWEKA RIVER AND THEIR TRIBUTARIES

Te Tai Tapu, the area within which the Paturau, Anatori and Anaweka rivers flow is of immense traditional, historical and cultural significance to Ngāti Rārua. The relationship of Ngāti Rārua to Te Tai Tapu is as important to present day iwi as it was to their tūpuna. The length of occupation, the abundance of natural resources and the prehistoric coastal trail to Te Tai Poutini all contribute to its importance.

The settlements in Te Tai Tapu, such as those at the mouth of the Paturau, Anatori and Anaweka Rivers were crucial for attacks and subsequent settlement for a period in Tai Poutini. On the trail south to Te Tai Poutini, these awa provided important bases for tūpuna to harvest resources and stock up with food for their journey.

Traditionally, Ngāti Rārua tūpuna occupied a large settlement at the mouth of the Paturau River. Associated with this settlement were cultivation areas, mahinga kai, urupā and the largest pā south of Whanganui Inlet. Around 1830, Niho Te Hamu, a prominent Ngāti Rārua chief, imprisoned a senior Ngāi Tahu chief Tuhuru, captured near Hokitika, at Paturau. Niho made many trips to Te Tai Poutini to collect pounamu gifted to him by those whom he had allowed to return to their lands. Although, there is little archaeological information on the kāinga and pā at Paturau, oral traditions tell of numerous habitation sites and areas of significant resource use, and this awa remains a taonga of great significance to Ngāti Rārua today.

The Anatori River mouth was another locality where generations of tūpuna lived, camped and harvested resources on the Tai Tapu coast. At the centre of extensive alluvial gold mining in the 1860s, Māori owners issued licences to mine in the river.

Evidence of Ngāti Rārua settlement can still be seen at the mouth of the Anaweka River. Middens and ovens provide an indication of the importance of this river to tūpuna. The mouth of the river was where whānau lived, gathered and processed resources and maintained their tribal traditions. Rev Charles Lucas Reay, Anglican minister in Nelson, travelled almost to Kahurangi Point in 1845 where he recorded the names of nine male and seven female residents at 'Teanahoeka' (Anaweka), a Rārua kāinga.

Since the early 1800s, Ngāti Rārua whānau have made seasonal journeys to the awa of Te Tai Tapu to collect mahinga kai, rongoā and other natural materials. In earlier times, whole communities or contingents of Māori would relocate their villages to harvest resources from this huge and abundant food basket. Everyone had different tasks. Some would go fishing, while others would collect shellfish, snare birds or collect plant materials from around the river mouth, estuary areas and associated lowland forests, which hugged the rivers from the coast inland.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

2: STATEMENTS OF ASSOCIATION

Charles Heaphy approached local Māori for assistance to explore Te Tau Ihu. A guide was provided to accompany him on his travels. In 1846, Charles Heaphy and Thomas Brunner made the trip south from Massacre to Te Tai Poutini. Heaphy described the Poutini coastal trail, one of the oldest greenstone trails in New Zealand, on his journey south. From Pakawau Pā, the trail went to Whanganui Inlet, across the Inlet before traversing limestone cliffs and out to the coast at Hapū Stream. The leg to Kahurangi Point followed headlands and sandy beaches crossing the waters of the Paturau, Anatori and Anaweka Rivers. Pounamu is a highly valued taonga, but traditionally greenstone was also an important item for trade.

The campsites of tūpuna who travelled north and south between Whanganui Inlet and other find spots were located adjacent to these awa and along the coastline of Tai Tapu. In addition to these kāinga, pā sites were plentiful, providing an indication of the significance of these rivers, and this coastline to tūpuna.

The wāhi tapu and mahinga kai associated with the Paturau, Anatori and Anaweka Rivers link present-day iwi physically and emotionally with their tūpuna. The maintenance of the customs and traditions associated with these awa is therefore paramount to the cultural wellbeing of Ngāti Rārua. **WAIRAU RIVER DIVERSION CONSERVATION AREA, WAIRAU RIVER, MARGINAL STRIPS AND WAIRAU RIVER, OMAKA RIVER, AND ŌPAOA RIVER AND THEIR TRIBUTARIES**

The Wairau River, including its tributaries, has cultural, historical, traditional and above all spiritual significance to Ngāti Rārua. The word Wairau translates as “one hundred” or “many waters” and refers to the vast network of waterways and wetlands feeding into this mighty river. It is Marlborough’s largest river and originates from the Spenser Mountains, flowing down through the Wairau plains before entering the sea at the Wairau Bar.

The Wairau was a major settlement area for Ngāti Rārua, with initial settlements at the mouth of the river before establishing kāinga (homes) along the banks of the river in particular.

The river and its waterways were an integral part of a network of trails, which were used in order to ensure the safest journey. Tūpuna had an intimate knowledge of navigation, river routes, landing places, and the locations of food and other resources along the river. For a long time tūpāpaku would be taken across the river from the pā to be buried at Otamawaha (Māori Island). Before earthquake and flooding changed the course of the river the urupā and surrounding lands were part of the pā.

The river was and continues to be a significant mahinga kai, where various food sources were collected along the river and at its mouth, including tuna, whitebait / Īnanga, freshwater koura, pātiki and kahawai, along with birds such as the grey duck.

According to Ngāti Rārua tradition there are two taniwha who are associated with the Wairau River and live at opposite ends of the waterway. These taniwha came with Ngāti Rārua from their former homelands in the North. At the lower end of the river is a taniwha that takes the shape of a woman and at the upper end of the river is another which is in the form of a log and is seen travelling upstream against the current. For Ngāti Rārua these taniwha are the kaitiaki of the river and the iwi.

The river as a source of water to Ngāti Rārua is paramount. The water resource sustains everything living around it, including the iwi. It is the mauri or lifeforce that has sustained and nurtured the Ngāti Rārua of Wairau for generations.

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

2: STATEMENTS OF ASSOCIATION

PARA SWAMP WILDLIFE RESERVE

Para Swamp Wildlife Reserve is located north of Blenheim in the Waitohi Valley. The site is culturally and historically significant to Ngāti Rārua. The swamp is fed from the north by all of the Koromiko Valley catchments, which merge to form the Tua Marina. The area was traditionally a large kahikatea and totara swamp, where native trees were felled for timber and harekeke and raupo harvested. Plentiful numbers of birds and fish, including eels used to inhabit the swamp and therefore the site was of particular importance to Ngāti Rārua as a mahinga kai.

The site was a kāinga nohoanga (campsite or go between settlement) for Ngāti Rārua when travelling between the Wairau and visiting Waitohi (Picton), where they would camp over night before continuing on the two-day journey. Eels would be caught and taken as koha to give to Te Ātiawa on arrival in Waitohi.

In 1856, Donald McLean agreed to provide a reserve of 50 acres specifically for Te Tana Pukekōhatu (Ngāti Rārua Rangatira), which was located in the Para Swamp area (section 99 Waitohi Valley District). This particular section was chosen by Pukekō hatu due to the significance it had for Ngāti Rārua.

Para Swamp remains the largest lowland freshwater wetland in Marlborough. The swamp along with other significant mahinga kai of Ngāti Rārua has been an area where customary harvesting traditions and practises have been taught from one generation to the next.

PARAPARA PEAK

Parapara Peak has been important to the lives and cultural identity of Ngāti Rārua for generations. Parapara Peak is a taonga, a sacred ancestor and guardian, providing Ngāti Rārua with a historical and spiritual link to the natural world.

The relationship Ngāti Rārua has with Parapara Peak provides whānau with a “sense of place” and belonging to the rohe. Traditionally, Ngāti Rārua used Parapara Peak as a boundary marker. It remains a geographical landmark for whānau living to the West of Te Tau Ihu.

Parapara Peak stands at the headwaters of the sacred Parapara and Pariwhakaoho rivers. These awa bring water from the maunga through the whenua and out to sea. Water is an essential element of life – a taonga that is considered to transcend life itself. Wai is necessary to ensure the physical and spiritual survival of all things.

Since the settlement of the area by our tūpuna, the spring waters that have flowed from Parapara mountain valleys have brought life and sustenance to Ngāti Rārua whānau living within the Parapara watershed catchment. Therefore, Parapara Peak derives some of its significance from the traditions associated with its catchment.

Parapara awa flows into Parapara Inlet – an extremely valuable resource gathering area for tūpuna. Traditionally, the estuary, streams, swamps and forests were full of life, making it a rich mahinga kai. Tūpuna lived, cultivated land, collected resources and harvested food from these waters. Dyestuffs were extracted from the mud of the estuary and iron-rich haematite clays were quarried from nearby deposit sites.⁶ Ancestral kāinga and urupā at Pariwhakaoho signify the importance of the Pariwhakaoho awa for tūpuna wellbeing and sustenance. Through occupation and use of the area comes the development of special connections to the

⁶ H & J Mitchell: *Te Tau Ihu O Te Waka – A history of Maori of Nelson and Marlborough. Volume I: Te Tangata me te Whenua* (2004:27 &28)

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

2: STATEMENTS OF ASSOCIATION

land. Therefore many taonga and wāhi tapu are associated with the Pariwhakaoho awa and link Ngāti Rārua physically and spiritually to the area.

The importance of Parapara Peak continues to be reflected in Ngāti Rārua customary practices. When speaking in a formal setting it is customary to identify where Ngāti Rārua come from and to recite the relationship that connects whānau to the natural world. The relationship between Ngāti Rārua and Parapara Peak is recognised through mihi and waiata recited by whānau living in Mōhua in the present day.⁷

WEST OF SEPARATION POINT / TE MATAU

Since Ngāti Rārua arrived in Te Tau Ihu, Te Matau has been a prominent headland in the lives of whānau. Linked to the creation pūrākau, it is one of a number of significant land forms originating from the time when Aoraki and his brothers descended from the sky to explore the southern oceans of Papatūānuku. En-route, they enraged Tawhirimatea, who created a huge storm to damage their waka. In the raging seas the waka capsized, and after Aoraki and his brothers scrambled onto the side of the canoe – everything turned to stone. The ornate prow of the waka formed coastal Te Tau Ihu, including Separation Point – the promontory separating Tasman Bay from Mōhua.

Traditionally, Ngāti Rārua used Te Matau as a strategic landmark. Te Matau was significant as both an occupation site and as a “resting place” on the ancient coastal trail linking the two prominent bays. Wāhi tapu associated with the Point include ridge pits and a grove of Karaka trees east of the Point. The ridge pits were used by tūpuna to store food and the Karaka trees planted for their seeds, which were edible when steeped.⁸

Archaeology and early historical accounts suggest extensive use and occupation of land and resources right along the coastline. Important sites included those at Tōtaranui and Wainui Bay. Therefore, Te Matau also connected significant areas of coastal occupation and associated wāhi tapu.⁹ Sites such as Te Matau derive significance from the fact that they contribute to the overall picture of early life in the rohe.

Te Matau remains an important geographical landform for present-day whānau – a physical reminder of the ancestral relationship Ngāti Rārua has with Te Tau Ihu.

BULLER RIVER (NORTHERN PORTION) AND ITS TRIBUTARIES

The Kawatiri or Buller River is a sacred awa to Ngāti Rārua. Ngāti Rārua associates the name of the Kawatiri River with the Ngāti Rārua chief Kawatiri who watched over the trail between Ngai Tahu and Ngāti Rārua country. Kawatiri means “*deep and swift*” in Māori.

Oral traditions recount travel on the trail between Te Tau Ihu and Te Tai Poutini, using the Kawatiri River for a part of this journey. The route followed the Motueka River Valley before connecting with the Wairau and Waimeha/Wai-iti routes ahead of Lakes Rotoiti and Rotoroa. From Lake Rotoiti the trail followed the Kawatiri River for some distance across flat country before following the Porika upstream over a low range of hills to Lake Rotoroa. The Kawatiri provided a natural pathway or Ara to reach Te Tai Poutini. This pathway was a traditional greenstone trail, used by tūpuna in search of this valuable taonga and other items for trade. Waka were used to negotiate the waterways and therefore, the Kawatiri has traditional

⁷ Pers comm. Barney Thomas: 6th September 2011

⁸ H & J Mitchell, *Cultural significance of Maori archaeological sites and waahi tapu in Tasman District*, April 2008:56-63

⁹ H & J Mitchell, *Te Tau Ihu o te Waka, A history of Maori in Nelson and Marlborough, Volume ii: Te Ara Hou – The New Society*, 2007:55-60

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

2: STATEMENTS OF ASSOCIATION

tauranga waka (landing sites) and camps sites along its banks. Knowledge of the lakes and river, landing sites and walking trails was essential to gain access to the densely forested inland area.

The source of the Kawatiri and its upper reaches were an integral part of the seasonal traditions of Ngāti Rārua iwi. Tūpuna used this food basket to replenish supplies on journeys, and also had seasonal and semi-permanent camps in the area, as observed by Heaphy at the Porika in 1846. Tuna, whio, and other birds such as kōkako, weka and bush wren were harvested by parties crossing the hinterland area to and from northern and western South Island. Resources associated with the source of the Kawatiri River formed the basis for both economic and social relationships of iwi living in Te Tau Ihu.

KAKA POINT AND KAITERITERI SCENIC RESERVE

For Ngāti Rārua, Kaiteriteri derives great significance from the traditions associated with the area. Tūpuna considered Kaiteriteri important enough to build a defensible Pā on Kaka Point. Within the Pā site, houses were built on terraces and food stored in pits. A series of ditches were constructed across the narrow area between the point and the mainland.¹⁰ Stone remnants indicate a wall existed on the outside of the ditch. It is likely that a series of banks and terraces were used to obstruct aggressors who were able to penetrate the outer wall. On the seaward sides of the Pā, precipitous cliffs provided an excellent defensible natural barrier.¹¹

Kaka Point Pā did not exist in isolation. Three associated undefended settlement sites were located to the south of Kaiteriteri Inlet. Therefore tūpuna living in the Bay were able to retreat to the Pā in times of threat. Although archaeological evidence suggests that the Pā was the more permanent settlement site, traditionally, the whole area was significant for tūpuna.

The Pā and associated papakāinga, fishing grounds and urupā are all signs of Māori cultivation and settlement of Kaiteriteri. The large number of wāhi tapu reveal the importance of the area to tūpuna. Modified soils, middens, gardens, pits, stake holes, terraces and artefacts all indicate Kaiteriteri was a permanent occupation site, a fishing camp and fish-drying site.¹²

For tūpuna, Kaiteriteri was integral to the seasonal movement between fishing grounds, inland cultivation sites and coastal forest resource harvesting areas. Kaiteriteri also offered Māori travelling along the coast by waka or on foot a place to rest.

Although less fertile than the Motueka Plains, Kaiteriteri offered climatic attractions in sheltered spots – it may have been a preferred locality for certain crops. However, the principal attraction for tūpuna would have been access to the sea and its resources.¹³ Abundant shellfish hanging onto the rocks and plenty of seaweed to shelter fish, provided tūpuna with an easily accessible food supply. In addition, the forested hills and lowland areas filled with toi toi and harakeke presented Māori with the materials needed to catch fish and build whare.¹⁴

Kaiteriteri as a locality remains of great consequence to Ngāti Rārua as it provides valuable information on the customs and traditions practised by tūpuna over time. The protection of

¹⁰ D Alexander, *Kaiteriteri, A Report for Tainui Taranaki ki te Tonga Commissioned by Crown Forestry Rental Trust*, March 2010:5

¹¹ B Brailsford, *The Tattooed Land*, Stoneprint press, New Zealand 1997:85

¹² D Alexander, *Kaiteriteri, A Report for Tainui Taranaki ki te Tonga Commissioned by Crown Forestry Rental Trust*, March 2010:5

¹³ Ibid p 5

¹⁴ Ibid p 7

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

2: STATEMENTS OF ASSOCIATION

Kaka Point, associated wāhi tapu sites and other taonga is therefore paramount – guardianship of the area is integral to the cultural well being of present day whānau.

2.1 STATEMENT OF COASTAL VALUES

Clause 5.14

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

2.1: STATEMENT OF COASTAL VALUES

The coastal marine area of Te Tau Ihu is of immense historical, traditional and cultural significance to Ngāti Rārua. The relationship of iwi with the coastline and associated resources is as important to present day whānau as it was to our tūpuna. This connection is due to many reasons, such as the creation pūrākau, the length of occupation, the abundance of natural resources and the ancient coastal trails across Te Tau Ihu.

Oral traditions passed down through generations emphasise the importance of coastal Te Tau Ihu to Ngāti Rārua. The name Te Tau Ihu o Te Waka a Māui relates to the legend of Māui-Tikitiki-a-Taranga (Māui), famous for having fished up or discovered islands across the Polynesian Pacific. In this legend, Māui was travelling with his brothers in the southern ocean. With his fish hook fashioned from his grandmother's jawbone, incantations, karakia and supernatural powers, Māui and his brothers were able to haul a massive fish to the surface – Te Ika a Māui. The battle Māui had with this giant fish created the giant sand dunes near the southern end of Onetāhua.¹⁵ Another tradition refers to Ngahue, the atua of pounamu and his taniwha Poutini. The places where Poutini made landfall along the coast of Te Tau Ihu became important geological resources areas for tūpuna.

Traditionally, sea travel was an integral part of life. Significant places on waka journeys were often the subject of Ngāti Rārua superstition, waiata and pūrākau. Ngā Whatu Kai Pono (The Brothers) for example, are regarded as tapu because of the atua residing there. Karakia were recited to ensure that waka could safely pass these rocky islets. It was also customary for new-comers crossing the Sea of Raukawa for the first time, to veil their eyes when approaching Ngā Whatu Kai Pono in order not to affront the atua living there. In addition, the mana of Ngā Whatu Kai Pono is illustrated in an old Māori waiata and "Pao". The song, composed by a young woman named Tuhupu, refers to the sacred crags of Ngā Whatu Kai Pono and to the Ngāti Rārua rangatira, Hetaraka Patutahi.

Ngāti Rārua tūpuna had considerable knowledge associated with coastal Te Tau Ihu. Whānau were dependant on the coast for their physical and spiritual wellbeing. Accordingly, the tikanga and mātauranga which guided the way in which resources were harvested was a central part of daily life.

Mauri is the basis of the relationship Ngāti Rārua has maintained with coastal marine resources for generations. It is mauri that binds the physical and spiritual elements together, generating and upholding all life. Therefore, upholding the mauri of the coastal environment is paramount for Ngāti Rārua.

Coastal trails, kāinga sites and associated kaimoana resources were an integral part of life. Fishing camps, such as Rākopi (Whanganui Inlet) and Mānuka Island (Wakatū) were associated with tauranga waka – sea trails linked to land trails. The coast was a major highway and trade route, especially in areas where it was easier to travel by sea than by land, such as Te Tai Tapu and Te Matau. Therefore, many tauranga waka exist along coastal areas of Te Tau Ihu.

Traditional life was mobile and therefore travelling in search of resources was fundamental to iwi survival. Knowledge of the coastal environment and associated seasonal resources and weather patterns supported travel and the collection of food and materials; this knowledge has been passed down from tūpuna to current generations.

Another indicator of the significance of coastal Te Tau Ihu to Ngāti Rārua are the numerous urupā found across the rohe. Urupā are sacred – they are a link between the past and present. Resting places of the ancestors, urupā are wāhi tapu and the focus of whānau

¹⁵ H & J Mitchell, *Te Tau Ihu O Te Waka, A History of Maori of Nelson and Marlborough: Volume 1*; (2004:20 &21).

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

2.1: STATEMENT OF COASTAL VALUES

traditions. Urupā hold the history and stories of traditional life, making them central to the lives of Ngāti Rārua whānau.

The importance of Te Tau Ihu coastline and associated marine life to Ngāti Rārua cannot be overstated - this relationship is reflected in the numerous "named" sites/areas of significance across the rohe. For example, prominent coastal features include: Kahurangi Pt, Onetāhua, Separation Point (Te Matau), and Kaparatehau. Places which became key settlements and valuable harvest areas include: Kaiteriteri, Motueka, Waimea and the Wairau Bar. In addition, wāhi tapu such as battle sites and urupā were also given names.

Since the early 1800s, Ngāti Rārua whānau have made seasonal journeys to harvest from "food baskets" across Te Tau Ihu - to collect mahinga kai, rongoā and other natural materials. Te Tai Tapu, Whanganui Inlet, Waimea Inlet and the Wairau Lagoon are examples of food gathering areas which were highly valued by tūpuna. Ngāti Rārua whānau and hapū would settle or relocate their villages to harvest from such "food baskets". Everyone had different tasks. Some would go fishing, while others would collect shellfish, snare birds or collect plant materials from around the estuary and associated lowland forests.

Whānau and extended whānau gatherings occurred frequently, depending on seasonal resources available for harvest from land and sea. These harvests were an opportunity to renew social and familial ties, but large numbers were also needed to carry out the tasks associated with the harvest. For example, many hands were needed to deal with the catches to ensure they were safely preserved for long-term consumption.

There is no doubt about what attracted Ngāti Rārua to Te Tau Ihu - almost every type of kai Māori nō te moana could be found along the coast. Numerous estuaries and inlets were havens for marine life. The estuaries, beaches and offshore islands of Te Tau Ihu provided tūpuna with a bountiful supply of marine mammals, sea birds, shell fish and plant life.

Marine mammals such as whales and seals were harvested by tūpuna. Whales are a highly valued taonga - a gift from Tangaroa. Such a precious gift could not be wasted, so traditionally every part of a beached whale was used. The oil was collected for fuel, the flesh was used for food, and the bones and teeth made into weapons and carved into precious ornaments. The plentiful supply of seals provided tūpuna with meat; their skins were cleaned and sown together for a range of uses.

The estuaries and inlets across Te Tau Ihu are home to a huge number mātaītai (shellfish), pāpaka (crabs) and other invertebrates. In the mud and sand, tūpuna collected tuangi (cockles), pipi, tuatua, pūpū, kūtai (mussels) and tio (rock oysters); from the rivers and streams īnanga, tuna and kokopū were harvested. In the breeding season, tāmure (snapper), kanae (mullet), herrings, pātiki (flounder) and sole, mango (sharks), kahawai, southern mackerel, koiro (conger eels), piharau (blind eels) and warehou were caught.

Estuaries such as the Waimea and Whanganui Inlet provide an ideal habitat for birdlife and are therefore rich in bird species; some fly from as far as Siberia to feed from the prolific mahinga mātaītai across the rohe. Wading birds, such as the godwit, oystercatcher and the banded rail come to the estuaries for food and shelter. Traditionally, birds were harvested by tūpuna for a range of uses, including the use of their feathers for decorating garments.

Saltmarsh communities fringe the shoreline and eelgrass beds dominate the tidal flats. Dunes, cliffs, islands and underwater reefs contribute to the numerous habitats and species found within coastal Te Tau Ihu.

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

2.1: STATEMENT OF COASTAL VALUES

Traditionally, much of Te Tau Ihu was bordered by coastal forest including pukatea, rātā, kahikatea, beech, rimu and nikau palm. Land based resources were gathered, harvested or quarried on traditional whānau trips. Plants for weaving, such as aka (supple jack) were harvested for crayfish pots, hīnaki for eeling and for other weavings. Swamps provided thousands of hectares of tough harakeke for whāriki (mats). Ngāti Rārua tūpuna built whare at the mouth of the Waimea River in order to harvest the plentiful supply of harakeke growing there. Kiekie fruits were a delicacy, as were hinau berries and other fruit trees. Long straight stands of hinau and lance-wood provided exceptionally strong shafts for fishing spears, spars and poles.

Te Tau Ihu coastal marine environment has sustained Ngāti Rārua for generations. The livelihood and wellbeing of tūpuna depended on their ability to hunt and gather food and other natural resources from the coastal environment. Te Tau Ihu is steeped in history - abundant wāhi tapu and other taonga link present day iwi physically and spiritually to their tūpuna. Therefore, the maintenance of customs and traditions associated with the coast is paramount to Ngāti Rārua.

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2.2 STATEMENT OF VALUES FOR TE TAI TAPU

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

2.2: STATEMENT OF VALUES FOR TE TAI TAPU

Te Tai Tapu is a taonga of immense traditional, historical and cultural significance to Ngāti Rārua. The relationship of Ngāti Rārua to Te Tai Tapu dates back to the first expeditions by Niho Te Hamu and Takerei Whareaitu to this area and is as important to present day iwi as it was to their tūpuna.

This area was originally some 90,000 acres in size and the length of occupation, the abundance of natural resources and the prehistoric coastal trail to Te Tai Poutini all contribute to its importance. For Ngāti Rārua the true extent of the Tai Tapu rohe extends south from Onetahua – Farewell Spit inclusive of Whanganui Inlet down to the Kawatiri (Buller River).

From the time Ngāti Rārua first arrived and settled Te Tai Tapu and up until it was alienated from them they settled in prime and strategic locations along the coast of Te Tai Tapu

The settlements in Te Tai Tapu, such as those within the Whanganui Inlet and at the mouth of the Paturau, Anatori and Anaweka Rivers were crucial points along the pounamu trail to Te Tai Poutini. On the trail south to Te Tai Poutini, these settlements provided important bases for tūpuna to harvest resources and stock up with food for their journey.

Evidence of Ngāti Rārua settlement can still be seen at the mouth of certain rivers and at the many traditional camping sites dotted along this formidable coastline. Middens, ovens and cave and rock shelters provide an indication of the importance of this area to tūpuna.

Ngāti Rārua were to the fore when Te Tai Tapu was successfully excluded from the Waipounamu Deed of 1855. When gold was discovered in Te Tai Tapu Ngāti Rārua was involved not only in the mining but also in the issuing of mining licences.

Despite Te Tai Tapu finally being alienated from Maori ownership in 1884 Ngāti Rārua has fiercely maintained its connection with this whenua and whanau still uphold traditional practices of mahinga kai and resource gathering within Te Tai Tapu. The descendants of Ngāti Rārua rangatira Riwai Turangapeke who held influence over the Whanganui Inlet continually return to their ancestral lands to preserve and protect their connection to this area. The wāhi tapu and mahinga kai associated with Te Tai Tapu link present-day iwi physically and emotionally with their tūpuna. The maintenance of the customs and traditions associated with area is therefore paramount to the cultural wellbeing of Ngāti Rārua.

3. DEEDS OF RECOGNITION

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

3: DEEDS OF RECOGNITION

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

1. INTRODUCTION

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

1.1.1 Ngāti Rārua; and

1.1.2 Ngāti Rārua Settlement trustees.

2. STATEMENTS OF ASSOCIATION

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

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

2.1.2 Lake Rotoiti, Nelson Lakes National Park (as shown on deed plan OTS-202-46);

2.1.3 Lake Rotoroa, Nelson Lakes National Park (as shown on deed plan OTS-202-47);

2.1.4 Abel Tasman Monument in Abel Tasman National Park (as shown on deed plan OTS-202-48);

2.1.5 Parapara Peak (as shown on deed plan OTS-202-49);

2.1.6 Pukeone / Mount Campbell (as shown on deed plan OTS-202-50);

2.1.7 Wharepapa / Arthur Range (as shown on deed plan OTS-202-51);

2.1.8 Para Swamp Wildlife Reserve (as shown on deed plan OTS-202-61);

2.1.9 West of Separation Point / Te Matau (as shown on deed plan OTS-202-90);

2.1.10 Kaiteriteri Scenic Reserve (as shown on deed plan OTS-202-122);

2.1.12 Wairau River Diversion Conservation Area (as shown on deed plan OTS-202-96);

2.1.13 Wairau River, marginal strips (as shown on deed plan OTS-202-95);

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

2.1.15 Wairau River, Omaka River, and Ōpaoa Rivers and their tributaries) (as shown on deed plan OTS-202-65);

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

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

3: DEEDS OF RECOGNITION

- 2.1.17 Motueka River and its tributaries (as shown on deed plan OTS-202-67);
 - 2.1.18 Aorere River and its tributaries (as shown on deed plan OTS-202-69);
 - 2.1.19 Riuwaka River, and Resurgence, and its tributaries (as shown on deed plan OTS-202-71);
 - 2.1.20 Paturau River and its tributaries (as shown on deed plan OTS-202-74);
 - 2.1.21 Anatori River and its tributaries (as shown on deed plan OTS-202-75);
 - 2.1.22 Buller River (northern portion) and its tributaries (as shown on deed plan OTS-202-98); and
 - 2.1.23 Anaweka River and its tributaries (as shown on deed plan OTS-202-103).
- 2.2 Those statements of association are:
- 2.2.1 in the documents schedule to the deed of settlement; and
 - 2.2.2 copied, for ease of reference, in the schedule to this deed.
- 2.3 The Crown has acknowledged the statements of association in the [**name**] Act [**year**], being the settlement legislation that gives effect to the deed of settlement.

3. CONSULTATION

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

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

3: DEEDS OF RECOGNITION

- 3.3. The Minister and the Director-General of Conservation must, when consulting the Ngāti Rārua Settlement trustees under clause 3.1, provide the Ngāti Rārua Settlement trustees with sufficient information to make informed decisions.

4. LIMITS

- 4.1 This deed:

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

5. TERMINATION

- 5.1 This deed terminates in respect of a statutory area, or part of it, if:

- 5.1.1 the Ngāti Rārua Settlement trustees and the Crown agree in writing;
- 5.1.2 the relevant area is disposed of by the Crown; or
- 5.1.3 responsibility for the identified conservation activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister or Crown official.

- 5.2 If this deed terminates under clause 5.1.3 in relation to an area, the Crown will take reasonable steps to ensure the Ngāti Rārua Settlement trustees continues to be consulted on any identified conservation activities in relation to the area.

6. NOTICES

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

Area Manager,
Department of Conservation,
[address].

7. AMENDMENT

- 7.1 This deed may be amended only by written agreement signed by the Ngāti Rārua Settlement trustees and the Crown.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

3: DEEDS OF RECOGNITION

8. NO ASSIGNMENT

- 8.1 The Ngāti Rārua Settlement trustees may not assign their rights or obligations under this deed.

9. DEFINITIONS

- 9.1 In this deed:

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

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

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

deed of settlement means the deed of settlement dated 13 April 2013 between the Ngāti Rārua, the Ngāti Rārua Settlement trustees, and the Crown;

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

identified conservation activities means the activities specified in clause 3.2;

Minister means the Minister of Conservation;

Ngāti Rārua has the meaning given to it by clause 8.7 of the deed of settlement;

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

settlement legislation means the Act referred to in clause 2.3;

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

statutory area means an area referred to in clause 2.1, the general location of which is indicated on the deed plan referred to in relation to that area (but which does not establish the precise boundaries of the statutory area); and

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

10. INTERPRETATION

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

- 10.2 Headings do not affect the interpretation.

- 10.3 Terms defined by:

10.3.1 this deed have those meanings;

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

3: DEEDS OF RECOGNITION

- 10.3.2 the deed of settlement, or the settlement legislation, but not by this deed, have those meanings where used in this deed; and
- 10.4 All parts of speech and grammatical forms of a defined word or expression have corresponding meanings.
- 10.5 The singular includes the plural and vice versa.
- 10.6 One gender includes the other genders.
- 10.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next day.
- 10.8 A reference to:
- 10.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and
- 10.8.2 legislation is to that legislation as amended, consolidated, or substituted.
- 10.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

SIGNED as a deed on [*date*]

SIGNED by the)
Minister of Conservation in the presence of:)
) _____

Signature of Witness

Witness Name:

Occupation:

Address:

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

3: DEEDS OF RECOGNITION

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

Signature of Witness

Witness Name:

Occupation:

Address:

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

3: DEEDS OF RECOGNITION

Schedule

Statements of Association

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

[statement of association]

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

[statement of association]

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

3: DEEDS OF RECOGNITION

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

1 INTRODUCTION

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

1.1.1 Ngāti Rārua; and

1.1.2 Ngāti Rārua Settlement trustees.

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

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

1.2.2 Wairau River, Omaka River, and Ōpaoa River and their tributaries (as shown on deed plan OTS-202-65);

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

1.2.4 Motueka River and its tributaries (as shown on deed plan OTS-202-67);

1.2.5 Aorere River and its tributaries (as shown on deed plan OTS-202-69);

1.2.6 Riuwaka River, and Resurgence, and its tributaries (as shown on deed plan OTS-202-71);

1.2.7 Paturau River and its tributaries (as shown on deed plan OTS-202-74);

1.2.8 Anatori River and its tributaries (as shown on deed plan OTS-202-75);

1.2.9 Buller River (northern portion) and its tributaries (as shown on deed plan OTS-202-98); and

1.2.10 Anaweka River and its tributaries (as shown on deed plan OTS-202-103).

1.3 Those statements of association are:

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

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

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

2 CONSULTATION

2.1 The Commissioner of Crown Lands will, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the Ngāti Rārua

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

3: DEEDS OF RECOGNITION

Settlement trustees concerning the Ngāti Rārua's association with that statutory area as described in a statement of association.

- 2.2 Clause 2.1 applies to any of the following activities (the **identified activities**):
- 2.2.1 considering an application for a right of use or occupation (including renewing such a right);
 - 2.2.2 preparing a plan, strategy, or programme for protection and management;
 - 2.2.3 conducting a survey to identify the number and type of users that may be appropriate; and
 - 2.2.4 preparing a programme to eradicate noxious flora and fauna.
- 2.3 The Commissioner of Crown Lands must, when consulting the Ngāti Rārua Settlement trustees under clause 2.1:
- 2.3.1 provide the Ngāti Rārua Settlement trustees with sufficient information to make informed decisions, and
 - 2.3.2 inform the Ngāti Rārua Settlement trustees of an application referred to in clause 2.2.1, but may withhold commercially sensitive information and material including within, or relating to the application.

3 LIMITS

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

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

3: DEEDS OF RECOGNITION

4 TERMINATION

- 4.1 This deed terminates in respect of a statutory area, or part of it, if:
- 4.1.1 the Ngāti Rārua Settlement trustees and the Commissioner of Crown Lands agree in writing;
 - 4.1.2 the relevant area is disposed of by the Crown; or
 - 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Commissioner of Crown Lands to another Minister and/or Crown official.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the Ngāti Rārua Settlement trustees continue to have input into the activities referred to in clause 2.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

5 NOTICES

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

Commissioner of Crown Lands
[address].

6 AMENDMENT

- 6.1 This deed may be amended only by written agreement signed by the Ngāti Rārua Settlement trustees and the Commissioner of Crown Lands.

7 NO ASSIGNMENT

- 7.1 The Ngāti Rārua Settlement trustees may not assign their rights under this deed.

8 DEFINITIONS

- 8.1 In this deed:

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

Crown means Her Majesty the Queen in right of New Zealand; and

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

deed of settlement means the deed of settlement dated [date] between the Ngāti Rārua, the Ngāti Rārua Settlement trustees, and the Crown;

identified activities means the activities specified in clause 2.2;

Ngāti Rārua has the meaning given to it by clause 8.7 of the deed of settlement;

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

3: DEEDS OF RECOGNITION

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

settlement legislation means the Act referred to in clause 1.4;

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

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

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

9 INTERPRETATION

- 9.1 The provisions of this clause 9 apply to this deed's interpretation unless the context requires otherwise.
- 9.2 Headings do not affect the interpretation.
- 9.3 Terms defined by:
- 9.3.1 this deed have those meanings; and
 - 9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, have those meanings where used in this deed.
- 9.4 All parts of speech and grammatical forms of a defined word or expression have corresponding meanings.
- 9.5 The singular includes the plural and vice versa.
- 9.6 One gender includes the other genders.
- 9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 9.8 A reference to:
- 9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and
 - 9.8.2 legislation is to that legislation as amended, consolidated, or substituted.
- 9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

3: DEEDS OF RECOGNITION

SIGNED as a deed on [*date*]

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

Signature of Witness

Witness Name:

Occupation:

Address:

4. PROTOCOLS

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

4.1 CONSERVATION PROTOCOL

Clause 5.17.1

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4.1: CONSERVATION PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH
THE MINISTER OF CONSERVATION
REGARDING INTERACTION WITH NGĀTI RĀRUA
ON SPECIFIED ISSUES

1. DEPARTMENT OF CONSERVATION PROTOCOL

1.1 Under the Deed of Settlement dated 13 April 2013 between Ngāti Rārua and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Conservation (the "**Minister**") would issue a Protocol (the "**Protocol**") setting out how the Department of Conservation (the "**Department**") will interact with the Ngāti Rārua Settlement trustees on matters specified in the Protocol. These matters are:

- (a) implementation and communication;
- (b) business planning;
- (c) management planning;
- (d) cultural materials;
- (e) taonga minerals and landforms;
- (f) historic resources - wāhi tapu;
- (g) species management;
- (h) marine mammals;
- (i) freshwater fisheries;
- (j) marine reserves;
- (k) pest control;
- (l) Resource Management Act 1991;
- (m) visitor and public information;
- (n) concession applications;
- (o) statutory land management; and
- (p) consultation.

1.2 Both the Department and Ngāti Rārua Settlement trustees are committed to establishing and maintaining a positive and collaborative relationship that gives effect to the principles of the Treaty of Waitangi as provided for in section 4 of the Conservation Act 1987. Those principles provide the basis for an ongoing relationship between the parties to the Protocol to achieve and maintain over time the conservation policies, actions and outcomes sought by both the Ngāti Rārua Settlement trustees and the Department, as set out in this Protocol.

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

4.1: CONSERVATION PROTOCOL

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

2. PURPOSE OF THE PROTOCOL

- 2.1 The purpose of this Protocol is to assist the Department and the Ngāti Rārua Settlement trustees to exercise their respective responsibilities with the utmost cooperation to achieve and maintain over time the conservation policies, actions and outcomes sought by both.
- 2.2 This Protocol sets out a framework that enables the Department and Ngāti Rārua to establish a constructive working relationship that gives effect to section 4 of the Conservation Act. It provides for Ngāti Rārua to have meaningful input into policy, planning and decision-making processes in the Department’s management of conservation lands and fulfilment of statutory responsibilities within the Ngāti Rārua Protocol Area.

3. PROTOCOL AREA

The Protocol applies across the Ngāti Rārua Protocol Area which means the area identified in the map included in Attachment A of this Protocol, together with the adjacent waters.

4. SUMMARY OF THE TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to section [] of the [] Act [] (the “**Settlement Legislation**”) and clause 5.17.1 of the Deed of Settlement. The provisions of the Settlement Legislation and the Deed of Settlement summarising the terms on which this Protocol is issued are set out in Attachment B of the Protocol.

5. IMPLEMENTATION AND COMMUNICATION

- 5.1 The Department will seek to establish and maintain effective and efficient communication with Ngāti Rārua on a continuing basis by:
- (a) maintaining information on the Ngāti Rārua Settlement Trust office holders, and their addresses and contact details;
 - (b) providing a primary departmental contact for each Area Office for the Ngāti Rārua Settlement Trust who will act as a liaison person with other departmental staff;
 - (c) providing opportunities for the Ngāti Rārua Settlement trustees to meet with departmental managers and staff;

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

4.1: CONSERVATION PROTOCOL

- (d) training relevant staff and briefing Conservation Board members on the content of the Protocol; and
- (e) holding alternate meetings hosted by the Department and a Ngāti Rārua marae or other venue chosen by the Ngāti Rārua Settlement trustees to discuss issues that may have arisen every six months, unless otherwise agreed.

5.2 The parties may also:

- (a) annually review implementation of the Protocol; and
- (b) led by the Ngāti Rārua Settlement trustees, arrange for an annual report back to the Ngāti Rārua iwi and hapū of the Ngāti Rārua Settlement trustees in relation to any matter associated with the implementation of this Protocol.

5.3 For the purposes of advancing this Protocol the Department will, where reasonably necessary, inform conservation stakeholders about this Protocol and the Ngāti Rārua settlement, and provide ongoing information as may be reasonably required.

5.4 The Department will advise the Ngāti Rārua Settlement trustees of any departmental policy directions and the receipt of any research reports relating to matters of interest to Ngāti Rārua within the Protocol Area, and provide copies or the opportunity for the Ngāti Rārua Settlement trustees to study those reports (subject to clause 23).

6. BUSINESS PLANNING

6.1 The Department's annual business planning process determines the Department's conservation work priorities and the Department will as part of the annual business planning meeting in clause 6.3(a) with Ngāti Rārua present a synopsis of the Department's proposed work programme and its implementation as it relates to the Protocol Area for information and subsequent feedback from Ngāti Rārua.

6.2 Ngāti Rārua seeks to pursue projects in the future that will enhance the rohe of Ngāti Rārua and preserve the whenua and indigenous species for future generations.

6.3 The process for Ngāti Rārua to identify and/or develop specific projects for consideration by the Department is as follows:

- (a) the Department and Ngāti Rārua will on an annual basis identify priorities for undertaking specific projects requested by Ngāti Rārua. The identified priorities for the upcoming business year will be taken forward by the Department into its business planning process and considered along with other priorities;
- (b) the decision on whether any specific projects will be funded in any business year will be made by the Conservator and General Manager Operations (Southern), after following the co-operative processes set out above;
- (c) if the Department decides to proceed with a specific project request by Ngāti Rārua, both parties may meet again to finalise a work plan and a timetable before implementation of the specific project in that business year, in accordance with the resources which have been allocated in the business plan;

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

4.1: CONSERVATION PROTOCOL

(d) if the Department decides not to proceed with a specific project it will communicate to Ngāti Rārua the factors that were taken into account in reaching that decision.

6.4 For the purposes of advancing this Protocol the Department will consider inviting Ngāti Rārua to participate in specific projects, including the Department's volunteer and conservation events which may be of interest to Ngāti Rārua.

7. MANAGEMENT PLANNING

7.1 The Department will provide opportunities for the Ngāti Rārua Settlement trustees to input into the Conservation Management Strategy reviews or Management Plans, if any, within the Protocol Area.

7.2 The Department will advise Ngāti Rārua in the event that any vacancies occur on boards or committees within the Protocol Area where the Minister or Director-General is responsible for making appointments and where public nominations are sought; but this shall not preclude Ngāti Rārua persons being appointed to fill those vacancies.

8. CULTURAL MATERIALS

8.1 For the purpose of this Protocol, cultural materials are plants, plant materials, and materials derived from animals, marine mammals or birds for which the Department is responsible within the Protocol Area and which are important to Ngāti Rārua in maintaining and expressing its cultural values and practices.

8.2 Current legislation means that generally some form of concession or permit is required for any gathering and possession of cultural materials.

8.3 In relation to cultural materials, the Minister and/or Director-General will:

(a) consider requests from Ngāti Rārua for access to and use of cultural materials within the Protocol Area when required for cultural purposes, in accordance with the relevant legislation;

(b) consult with Ngāti Rārua in circumstances where there are competing requests between Ngāti Rārua and Ngāti Rārua persons or entities other than those of Ngāti Rārua for the use of cultural materials, for example for scientific research purposes;

(c) agree, where appropriate and taking into consideration the interest of other iwi or other representatives of tangata whenua, for Ngāti Rārua to have access to cultural materials which become available as a result of departmental operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death or otherwise through natural causes;

(d) identify areas administered by the Department which may be suitable as sites where revegetation planting of plants (including non-endemic indigenous plants) suitable for cultural use and establishment of pa harakeke may be appropriate;

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

4.1: CONSERVATION PROTOCOL

- (e) provide, as far as reasonably practicable, advice to Ngāti Rārua for the management and propagation of plant stock for propagation to reduce the need for plants to be gathered from land administered by the Department and to provide advice to Ngāti Rārua in the establishment of its own cultivation areas;
- 8.4 The Department and Ngāti Rārua shall discuss the development of procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation and appropriate tikanga; and
- 8.5 Where appropriate the Department will consult with Ngāti Rārua on the development of procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation.

9. TAONGA MINERALS AND LANDFORMS

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

10 HISTORIC RESOURCES - WĀHI TAPU

- 10.1 Ngāti Rārua consider that their wāhi tapu and other places of cultural heritage significance are taonga (priceless treasures), and the Department will respect the great significance of these taonga by fulfilling the obligations contained in this clause of the Protocol.
- 10.2 As referred to in clause 5.6 of the Deed of Settlement, places that are sacred or significant to Ngāti Rārua within Te Tai Tapu, include, but are not limited to, those places listed in Schedule 1.
- 10.3 The Department has a statutory role to conserve historic resources in protected areas and will, within the resources available, endeavour to do this for sites of significance to Ngāti Rārua in association with the Ngāti Rārua Settlement trustees and according to Ngāti Rārua tikanga.
- 10.4 The Department accepts that non-disclosure of locations of places known to Ngāti Rārua may be an option that the Ngāti Rārua Settlement trustees choose to take to preserve the wāhi tapu nature of places. There may be situations where the Ngāti Rārua Settlement trustees will ask the Department to treat information it provides on wāhi tapu sites in a confidential way.
- 10.5 The Department and the Ngāti Rārua Settlement trustees will work together to establish processes for dealing with information on wāhi tapu sites in a way that recognises both the management challenges that confidentiality can present and provides for the requirements of Ngāti Rārua

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

4.1: CONSERVATION PROTOCOL

- 10.6 The Department will work with the Ngāti Rārua Settlement trustees at the Area Office level to respect Ngāti Rārua values attached to identified wāhi tapu and other places of significance on lands administered by the Department by:
- (a) discussing with the Ngāti Rārua Settlement trustees, by the end of the second year of this Protocol being issued and on a continuing basis, practical ways in which Ngāti Rārua can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the Protocol Area;
 - (b) managing sites of historic significance to Ngāti Rārua according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993, and in co-operation with Ngāti Rārua;
 - (c) informing the Ngāti Rārua Settlement trustees if whenua tangata or kōiwi are found within the Protocol Area; and
 - (d) assisting in recording and protecting wāhi tapu and other places of cultural significance to Ngāti Rārua where appropriate, to seek to ensure that they are not desecrated or damaged.

11. SPECIES MANAGEMENT

- 11.1 One of the Department's primary objectives is to ensure the survival of indigenous species and their genetic diversity. An important part of this work is to prioritise recovery actions in relation to the degree of threat to a species. The Department prioritises recovery actions at both a national and local level.
- 11.2 In recognition of the cultural, spiritual, historical and/or traditional association of the Ngāti Rārua Settlement trustees with species found within the Protocol Area for which the Department has responsibility, the Department shall in relation to any species that Ngāti Rārua may from time to time identify as important to them:
- (a) where a national recovery programme is being implemented (including translocations) within the Protocol Area, where reasonably practicable, inform and provide opportunities for Ngāti Rārua to participate in that programme;
 - (b) advise Ngāti Rārua in advance of any Conservation Management Strategy amendments or reviews or the preparation of any statutory or non-statutory plans, policies or documents that relate to the management of those species within the Protocol Area;
 - (c) where research and monitoring projects are being carried out by the Department within the Protocol Area, where reasonably practicable provide Ngāti Rārua with opportunities to participate in those projects;
 - (d) advise Ngāti Rārua of the receipt of any completed research reports relating to any species within the Protocol Area and provide copies of such report to Ngāti Rārua; and
 - (e) seek the input of Ngāti Rārua on applications for permits under the Wildlife Act 1953, which involve the removal or translocation of species.

4.1: CONSERVATION PROTOCOL

12. MARINE MAMMALS

- 12.1 Ngāti Rārua has a tikanga responsibility in relation to the preservation, protection and disposal of marine mammals within the Protocol Area to ensure cultural protocols are observed in the interaction with and handling of these mammals.
- 12.2 The Department administers the Marine Mammals Protection Act 1978 and the Marine Mammals Regulations 1992. These provide for the establishment of marine mammal sanctuaries, for permits in respect of marine mammals, the disposal of sick or dead specimens and the prevention of marine mammal harassment. All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. Under that Act the Department is responsible for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public. The Department's approach to strandings is also guided by the Marine Mammal Action Plan and, at a Conservancy level, Marine Mammal Stranding Contingency Plans.
- 12.3 The Protocol also aims at assisting the conservation of cetacean species by contribution to the collection of specimens and scientific data of national and international importance.
- 12.4 The Department believes that there are opportunities to meet the cultural interests of Ngāti Rārua and to facilitate the gathering of scientific information. This Protocol is intended to meet both needs by way of a co-operative approach to the management of whale stranding and to provide general guidelines for the management of whale strandings in the Protocol Area, and for the recovery by Ngāti Rārua of bone and other material for cultural purposes from dead marine mammals.
- 12.5 There may be circumstances during a stranding in which euthanasia is required, for example if the animal is obviously distressed or if it is clear that a refloating operation is unsuccessful. The decision to euthanise, which will be made in the best interests of marine mammals and public safety, is the responsibility of an officer or person authorised by the Minister of Conservation. The Department will make all reasonable efforts to inform Ngāti Rārua before any decision to euthanise.
- 12.6 Both the Department and Ngāti Rārua acknowledge the scientific importance of information gathered at strandings. Decisions concerning the exact nature of the scientific samples required and the subsequent disposal of any dead animals, including their availability to Ngāti Rārua will depend on the species and is guided by clauses 12.7 and 12.8.
- 12.7 The following species ("category 1 species") are known to strand most frequently on New Zealand shores. In principle these species should be available to Ngāti Rārua for the recovery of bone once scientific data and samples have been collected. If there are reasons why this principle should not be followed, they must be discussed between the parties to this Protocol. Category 1 species are:
- (a) common dolphins (*Delphinus delphis*);
 - (b) long-finned pilot whales (*Globicephala melas*); and
 - (c) sperm whales (*Physeter macrocephalus*).

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

4.1: CONSERVATION PROTOCOL

- 12.8 The following species ("category 2 species") are either not commonly encountered in New Zealand waters, or may frequently strand here but are rare elsewhere in the world. For these reasons their scientific value has first priority. In most instances, bone from category 2 species will be made available to Ngāti Rārua after autopsy if requested.
- (a) All baleen whales
 - (b) Short-finned pilot whale (*Globicephala macrorhynchus*)
 - (c) Beaked whales (all species, family Ziphiidae)
 - (d) Pygmy sperm whale (*Kogia breviceps*)
 - (e) Dwarf sperm whale (*Kogia simus*)
 - (f) Bottlenose dolphin (*Tursiops truncatus*)
 - (g) Hector's dolphin (*Cephalorhynchus hectori hectori*)
 - (h) Maui's dolphin (*Cephalorhynchus hectori maui*)
 - (i) Dusky dolphin (*Lagenorhynchus obscurus*)
 - (j) Risso's dolphin (*Grampus griseus*)
 - (k) Spotted dolphin (*Stenella attenuata*)
 - (l) Striped dolphin (*Stenella coeruleoalba*)
 - (m) Rough-toothed dolphin (*Steno bredanensis*)
 - (n) Southern right whale dolphin (*Lissodelphis peronii*)
 - (o) Spectacled porpoise (*Australophocoena dioptrica*)
 - (p) Melon-headed whale (*Peponocephala electra*)
 - (q) Pygmy killer whale (*Feresa attenuata*)
 - (r) False killer whale (*Pseudorca crassidens*)
 - (s) Killer whale (*Orcinus orca*)
 - (t) Any other species of cetacean previously unknown or rarely strand in New Zealand waters.
- 12.9 Because the in-situ recovery of bones involves issues relating to public safety, including the risk of infection from dead and decaying tissue, it needs to be attempted only by the informed and skilled. Ngāti Rārua bone recovery teams will also want to ensure that the appropriate cultural tikanga is understood and followed. However, both parties acknowledge that generally burial will be the most practical option.

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

4.1: CONSERVATION PROTOCOL

- 12.10 Ngāti Rārua will provide the Department with contact information for authorised key contact people who will be available at short notice to make decisions on the desire of Ngāti Rārua to be involved when there is a marine mammal stranding.
- 12.11 The Department will:
- (a) make all reasonable efforts to promptly notify the key contact people of all stranding events;
 - (b) discuss, as part of the disposal process, burial sites and, where practical, agree sites in advance which are to be used for disposing of carcasses in order to meet all the health and safety requirements and to avoid the possible violation of Ngāti Rārua tikanga; and
 - (c) consult with Ngāti Rārua in developing or contributing to research and monitoring of marine mammal populations within the Protocol Area.
- 12.12 If Ngāti Rārua does not wish to recover the bone or otherwise participate Ngāti Rārua will notify the Department whereupon the Department will take responsibility for disposing of the carcass.
- 12.13 Subject to the prior agreement of the Conservator, where disposal of a dead stranded marine mammal is carried out by Ngāti Rārua, the Department will meet the reasonable costs incurred up to the estimated costs which would otherwise have been incurred by the Department to carry out the disposal.
- 12.14 In areas of overlapping interest, Ngāti Rārua will work with the relevant iwi and the Department to agree on a process to be followed when managing marine mammal strandings.

13. FRESHWATER FISHERIES

- 13.1 Freshwater fisheries are managed under two sets of legislation: the Fisheries Act 1983 and 1996 (administered by the Ministry of Fisheries) and the Conservation Act 1987 (administered by the Department of Conservation). The Department's functions include the preservation of freshwater fisheries and habitats. The whitebait fishery is administered by the Department under the Whitebait Fishing Regulations 1994, made under the Conservation Act.
- 13.2 The Department shall consult with Ngāti Rārua, and provide for its participation where reasonably practicable in the conservation and management (including research) of customary freshwater fisheries (in particular fresh water mussels and eels) and freshwater fish habitats.
- 13.3 The Department shall work at Area Office level (or where appropriate, at Conservancy level) to provide for the active participation of the Ngāti Rārua in the conservation, management and research of customary freshwater fisheries and freshwater fish habitats by:
- (a) seeking to identify areas for co-operation in advocacy, such as proposals for taiapure and mataitai under Fisheries legislation, and areas consistent with clause 17.2 of this Protocol focusing on fish passage, minimum flows, protection and enhancement of riparian vegetation and habitats, water quality

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

4.1: CONSERVATION PROTOCOL

improvement and in the restoration, rehabilitation or enhancement of customary freshwater fisheries and their freshwater habitats;

- (b) consulting with Ngāti Rārua in developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements;
- (c) considering Ngāti Rārua as a possible science provider or collaborator for research projects funded or promoted by the Department in the same manner as other potential providers or collaborators; and
- (d) processing applications for the transfer and release of freshwater fish species, including eels, according to the criteria outlined in section 26ZM of the Conservation Act 1987.

14. MARINE RESERVES

14.1 Marine Reserves are managed under the Marine Reserves Act 1971. The purpose of the Marine Reserves Act is to preserve for scientific study areas of New Zealand's territorial sea that contain underwater scenery, natural features or marine life of such distinctive quality, or which are so typical or beautiful or unique that their continued preservation is in the national interest.

14.2 Within the Protocol Area, the Department will work at both the Conservancy and Area Office level to:

- (a) notify Ngāti Rārua prior to undertaking any investigative work towards an application by the Department, or upon receipt of any application by a third party, for the establishment of a marine reserve;
- (b) provide Ngāti Rārua with any assistance it may request from the Department in the preparation of an application for the establishment of a marine reserve;
- (c) provide Ngāti Rārua with all information, to the extent reasonably practicable, regarding any application by either the Department or a third party for the establishment of a marine reserve;
- (d) seek input from Ngāti Rārua on any application for a marine reserve within the Protocol Area and use reasonable efforts to address any concerns expressed by Ngāti Rārua;
- (e) involve Ngāti Rārua in any marine protection planning forums affecting the Protocol Area; and
- (f) involve Ngāti Rārua in the management of any marine reserve created.

15. PEST CONTROL

15.1 A key objective and function of the Department is to prevent, manage and control threats to natural, historic and cultural heritage values from animal and weed pests.

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

4.1: CONSERVATION PROTOCOL

- 15.2 This is to be done in a way that maximises the value from limited resources available to do this work. The Department will:
- (a) seek and facilitate early consultation with the Ngāti Rārua Settlement trustees on pest control activities within the Protocol Area, particularly in relation to the use of poisons;
 - (b) provide the Ngāti Rārua Settlement trustees with reasonable opportunities to review and assess programmes and outcomes; and
 - (c) where appropriate, consider co-ordinating its pest control programmes with those of the Ngāti Rārua Settlement trustees when the Ngāti Rārua Settlement trustees are an adjoining landowner.

17 RESOURCE MANAGEMENT ACT 1991

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

18. VISITOR AND PUBLIC INFORMATION

- 18.1 The Department has a role to share knowledge about natural and historic heritage with visitors, to satisfy their requirements for information, increase their enjoyment and understanding of this heritage, and develop an awareness of the need for its conservation.
- 18.2 In providing public information, interpretation services and facilities for visitors on the land it manages, the Department acknowledges the importance to Ngāti Rārua of their cultural, traditional and historic values, and the association of Ngāti Rārua with the land the Department administers within the Protocol Area.

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

4.1: CONSERVATION PROTOCOL

- 18.3 The Department will work with the Ngāti Rārua Settlement trustees at the Area Office level to encourage respect for Ngāti Rārua cultural heritage values by:
- (a) seeking to raise public awareness of any positive conservation partnerships between the Ngāti Rārua Settlement trustees, the Department and other stakeholders, for example, by way of publications, presentations, and seminars;
 - (b) ensuring that information contained in the Department's publications is accurate and appropriate by:
 - (i) obtaining the consent of the Ngāti Rārua Settlement trustees for disclosure of information from it, and
 - (ii) consulting with the Ngāti Rārua Settlement trustees prior to the use of information about Ngāti Rārua values for new interpretation panels, signs and visitor publications.

19. CONCESSION APPLICATIONS

- 19.1 For the purpose of the protocol Ngāti Rārua has identified that concessions and access arrangements for exploration or mining of its taonga minerals on land administered by the Department (to the extent that the Department or Minister has authority to enter into such arrangements) as a category of concession that paragraph [18.3] will apply to.
- 19.2 By the end of the second year of this Protocol being issued and on a continuing basis, the Department will work with the Ngāti Rārua Settlement trustees to identify other categories of concessions that may impact on the cultural, spiritual or historic values of Ngāti Rārua.
- 19.3 In relation to the concession applications within the categories identified by the Department and Ngāti Rārua Settlement trustees under clause 19.1 and 19.2, the Minister will:
- (a) encourage applicants to consult with Ngāti Rārua in the first instance;
 - (b) consult with the Ngāti Rārua Settlement trustees with regard to any applications or renewals of applications within the Protocol Area, and seek the input of the Ngāti Rārua Settlement trustees by:
 - (i) providing for the Ngāti Rārua Settlement trustees to indicate within two working days whether an applications for a One Off Concession has any impacts on Ngāti Rārua cultural, spiritual and historic values;
 - (ii) providing for the Ngāti Rārua Settlement trustees to indicate within ten working days whether applications have any impacts on Ngāti Rārua cultural, spiritual and historic values; and
 - (iii) if the Ngāti Rārua Settlement trustees indicate that an application has any such impacts, allowing a reasonable specified timeframe (of at least a further ten working days) for comment;
 - (c) when a concession is publicly notified, the Department will at the same time provide separate written notification to the Ngāti Rārua Settlement trustees;

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

4.1: CONSERVATION PROTOCOL

- (d) prior to issuing concessions to carry out activities on land managed by the Department within the Protocol Area, and following consultation with the Ngāti Rārua Settlement trustees, the Minister will advise the concessionaire of Ngāti Rārua tikanga and values and encourage communication between the concessionaire and the Ngāti Rārua Settlement trustees if appropriate; and
- (e) ensure when issuing and renewing concessions that give authority for other parties to manage land administered by the Department, that those parties:
 - (i) be required to manage the land according to the standards of conservation practice mentioned in clause 10.6(b); and
 - (ii) be encouraged to consult with the Ngāti Rārua Settlement trustees before using cultural information of Ngāti Rārua.

20. STATUTORY LAND MANAGEMENT

- 20.1 From time to time, the Minister may consider vesting a reserve in an appropriate entity; or appoint an appropriate entity to control and manage a reserve. Such vestings or appointments are subject to the test under the Reserves Act 1977 which is 'for the better carrying out of the purposes of the reserve'. When such an appointment or vesting is contemplated for sites in the Protocol Area, the Department will consult with Ngāti Rārua at an early stage on their views on the proposed vesting or appointment.
- 20.2 The Department will consult, at an early stage, with Ngāti Rārua when considering the classification, or change in classification, of a reserve within the Protocol Area.
- 20.3 If the Department is considering entering into a management agreement, other than a vesting or control and management appointment, with any entity in respect of any land that is the subject of a Statutory Acknowledgment or Deed of Recognition within the Protocol Area, it will consult at an early stage with Ngāti Rārua about the proposed management arrangement and whether the arrangement should be subject to any conditions.

21. CONSULTATION

- 21.1 Where the Department is required to consult under this Protocol, the basic principles that will be followed by the Department in consulting with the Ngāti Rārua Settlement trustees in each case are:
 - (a) ensuring that the Ngāti Rārua Settlement trustees are consulted as soon as reasonably practicable following the identification and determination by the Department of the proposal or issues to be the subject of the consultation;
 - (b) providing the Ngāti Rārua Settlement trustees with sufficient information to make informed discussions and submissions in relation to any of the matters that are subject of the consultation;
 - (c) ensuring that sufficient time is given for the effective participation of the Ngāti Rārua Settlement trustees, including the preparation of submissions by the Ngāti Rārua Settlement trustees, in relation to any of the matters that are the subject of the consultation;

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4.1: CONSERVATION PROTOCOL

- (d) ensuring that the Department will approach the consultation with an open mind and genuinely consider any views and/or concerns that the Ngāti Rārua Settlement trustees may have in relation to any of the matters that are subject to the consultation.
- 21.3 Where the Department has consulted with the Ngāti Rārua Settlement trustees as specified in clause 21.1, the Department will report back to the Ngāti Rārua Settlement trustees on the decision made as a result of any such consultation.
- 21.4 When the Department requests cultural and/or spiritual practices to be undertaken by Ngāti Rārua within the Protocol Area the Department will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices, but will not otherwise pay for consultation required or anticipated under this Protocol.

22. **DEFINITIONS**

in this Protocol:

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

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

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

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

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

Kaitiaki means environmental guardians;

Ngāti Rārua has the meaning set out in clause [8.7] of the Deed of Settlement;

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

- (a) does not require a lease or licence; and
- (b) is assessed as having very low effects; and
- (c) complies with all relevant legislation, the relevant Conservation Management Strategy and Conservation Management Plans; and
- (d) where relevant, has clearly defined numbers of trips and/or landings; and
- (e) does not involve permanent structures; and

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

4.1: CONSERVATION PROTOCOL

- (f) does not have a duration of more than three months; and
- (g) does not take place more than twice in any given six month period;

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

Tikanga Māori refers to Māori traditional customs.

23. PROVISION OF INFORMATION

Where the Department is to provide information to the Ngāti Rārua Settlement trustees under this Protocol, this information will be provided subject to the Official Information Act 1981.

SIGNED as a deed on [*date*]

SIGNED for and on behalf of)
THE SOVEREIGN in right of New Zealand)
by the)
Minister of Conservation)
in the presence of: _____

Signature of Witness

Witness Name:

Occupation:

Address:

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

4.1: CONSERVATION PROTOCOL

SCHEDULE 1

TE TAI TAPU: WĀHI TAPU SITES

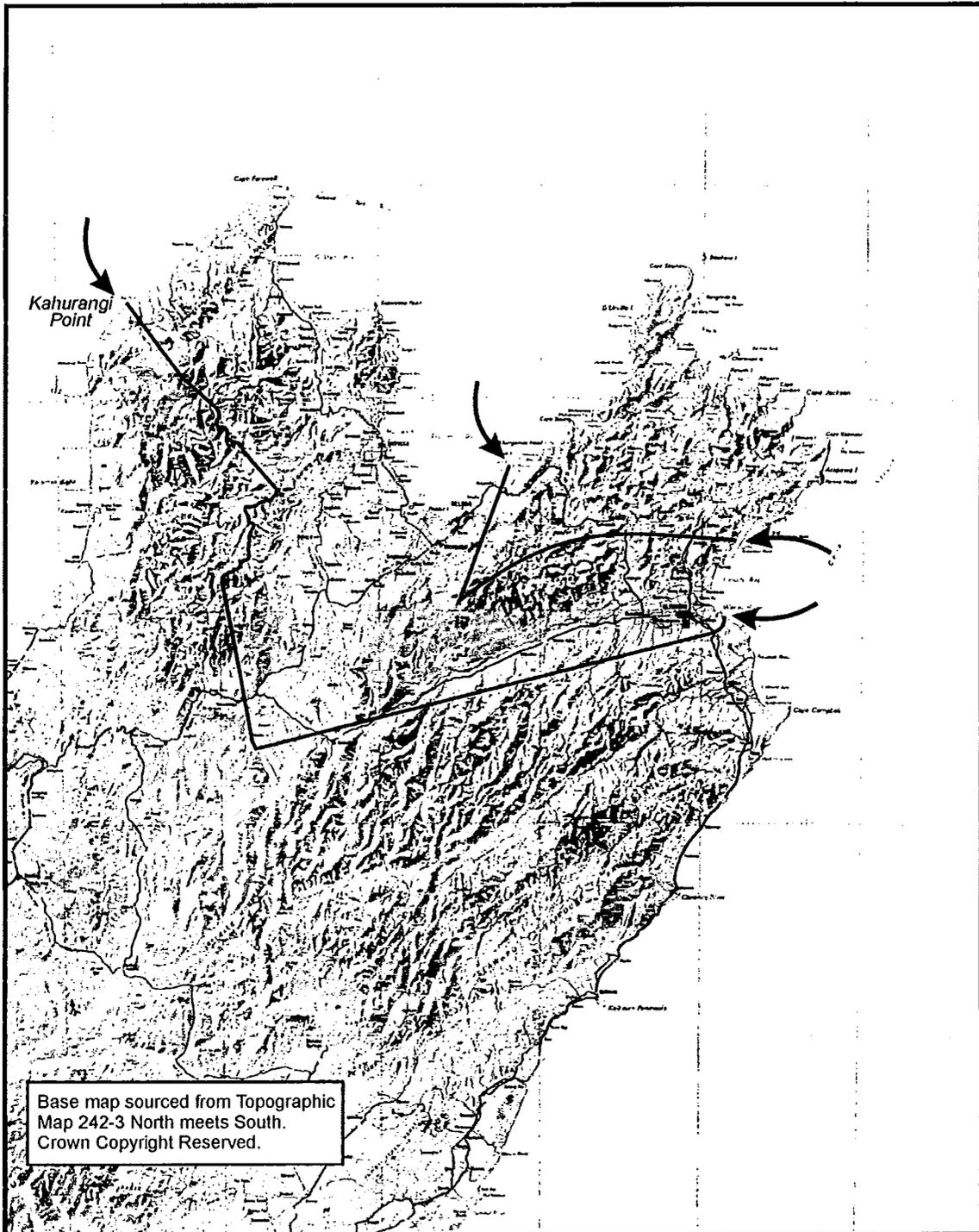
1. Big River, Anaweka, Turimawiwi and Anatori River mouth areas (all proximate to papakainga areas, burial caves Anatori)
2. Knuckle Hill summits (maunga, guardian of Whanganui Inlet)
3. Mt Stevens summit (highest peak, Taonga Tuku Ihi o Te Ao Turoa)
4. Lake Otuhie (mahinga kai, burial caves nearby)
5. Peninsula and islands at south west end of Whanganui inlet (papakainga, mahinga kai, waahiu taonga)

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4.1: CONSERVATION PROTOCOL

ATTACHMENT A

NGĀTI RĀRUA CONSERVATION PROTOCOL AREA



NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4.1: CONSERVATION PROTOCOL

ATTACHMENT B

SUMMARY OF THE TERMS OF ISSUE

This protocol is subject to the deed of settlement and the settlement legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

- 1.1 The Minister may amend or cancel this protocol, but only after consulting with the Ngāti Rārua Settlement trustees and having particular regard to their views (*section [number]*).

2. Noting

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

2.1.1 is for the purpose of public notice; and

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

3. Limits

- 3.1 This protocol does not:

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

(a) introducing legislation; or

(b) changing government policy; or

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

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

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

(a) land held, managed, or administered under the conservation legislation; or

(b) flora or fauna managed or administered under the conservation legislation (*section [number]*).

3. Breach

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

- 3.2 A breach of this protocol is not a breach of the deed of settlement (*clause 5.20*).

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

4.2 FISHERIES PROTOCOL

Clause 5.17.2

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

1. INTRODUCTION

- 1.1 The Crown, through the Minister for Primary Industries (the “**Minister**”) and Director-General of the Ministry for Primary Industries (the “**Director-General**”), recognises that Ngāti Rārua as tangata whenua are entitled to have input and participation in fisheries planning processes that affect fish stocks in the Ngāti Rārua Fisheries Protocol Area (the “**Fisheries Protocol Area**”) and that are managed by the Ministry for Primary Industries (the “**Ministry**”) under the Fisheries Act 1996. Ngāti Rārua have a special relationship with all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area, and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.
- 1.2 Under the Deed of Settlement dated 13 April 2013 between Ngāti Rārua and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister would issue a Fisheries Protocol (the “**Protocol**”) setting out how the Ministry will interact with the Ngāti Rārua Settlement trustees in relation to matters specified in the Protocol. These matters are:
- 1.2.1 recognition of the interests of Ngāti Rārua in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area that are subject to the Fisheries Act 1996;
 - 1.2.2 input into and participation in the Ministry’s fisheries plans;
 - 1.2.3 iwi fisheries plan;
 - 1.2.4 participation in iwi fisheries forums;
 - 1.2.5 customary non-commercial fisheries management;
 - 1.2.6 contracting for services;
 - 1.2.7 employment of Ministry staff with customary non-commercial fisheries responsibilities;
 - 1.2.8 information exchange;
 - 1.2.9 rāhui; and
 - 1.2.10 changes to policy and legislation affecting this Protocol.
- 1.3 For the purposes of this Fisheries Protocol, the Ngāti Rārua Settlement trustees are the representatives of Ngāti Rārua. Ngāti Rārua hold traditional and customary rights over fisheries in the Fisheries Protocol Area. Ngāti Rārua have a responsibility in relation to the preservation, protection and management of their customary non-commercial fisheries within the Fisheries Protocol Area. The Ngāti Rārua Settlement trustees also has an interest in the sustainable utilisation (including customary,

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4.2: FISHERIES PROTOCOL

commercial and recreational activities) of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area. This is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

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

2. NGĀTI RĀRUA FISHERIES PROTOCOL AREA

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

3. SUMMARY OF THE TERMS OF ISSUE

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

4. IMPLEMENTATION AND COMMUNICATION

- 4.1 The Ministry will meet with the Ngāti Rārua Settlement trustees within three months of the Minister issuing this protocol, to commence the development of a strategy to implement this Fisheries Protocol. The strategy may include:
 - 4.1.1 any matters raised in this Protocol;

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

4.2: FISHERIES PROTOCOL

- 4.1.2 reporting processes to be put in place, including an annual report to be provided by the Ministry to the Ngāti Rārua Settlement trustees;
 - 4.1.3 the development of an implementation plan that sets out the Ministry's obligations to the Ngāti Rārua Settlement trustees arising from this Protocol. The implementation plan would identify the relevant Ministry business group responsible for delivering each obligation, and any agreed actions and timeframes; and
 - 4.1.4 meetings between the Ngāti Rārua Settlement trustees and the Ministry to review the operation of the Protocol, when required (as agreed in the implementation plan).
- 4.2 The implementation strategy described in clause 4.1 of this Protocol will have effect from the date specified in the strategy.
- 4.3 The Ministry will establish and maintain effective consultation processes and communication networks with the Ngāti Rārua Settlement trustees by:
- 4.3.1 maintaining, at national and regional levels, information provided by the Ngāti Rārua Settlement trustees on the office holders of the Ngāti Rārua Settlement Trust, addresses and contact details;
 - 4.3.2 providing reasonable opportunities for the Ngāti Rārua Settlement trustees to meet with, Ministry managers and staff (as might be agreed in the implementation plan);
 - 4.3.3 providing reasonable opportunities for the Ngāti Rārua Settlement trustees to participate, if they choose to, in regional forums that are established to interact with the Ministry on fisheries issues that affect the Fisheries Protocol Area.
- 4.4 The Ministry will
- 4.4.1 consult and involve the Ngāti Rārua Settlement trustees in the training of relevant staff on this Protocol and provide on-going training as required; and
 - 4.4.2 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Deed of Settlement, and provide on-going information as required.

5. PARTICIPATION IN IWI FISHERIES FORUMS

- 5.1 The Ministry will provide opportunities for Ngāti Rārua to have input into and participate in any Iwi Fisheries Forums relating to the Fisheries Protocol Area, where the Ministry will engage with iwi on fisheries management activities. The Ngāti Rārua iwi fisheries plan will guide the input of Ngāti Rārua into those forums. The Ministry will provide assistance, within the available resources, to those iwi participating in the forums to develop forum fisheries plans.
- 5.2 At the time of the signing the Deed of Settlement which references this Protocol, input and participation is provided for Ngāti Rārua through the Te Waka a Maui me Ona Toka regional iwi fisheries forum.

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

4.2: FISHERIES PROTOCOL

6. STATEMENT OF NGĀTI RĀRUA OBJECTIVES

- 6.1 The fisheries management objectives of Ngāti Rārua in relation to the Fisheries Protocol Area include:
- 6.1.1 Ability to implement customary management practices such as rāhui and mātaītai;
 - 6.1.2 Customary fisheries management consistent with the Fisheries (South Island Customary Fishing) Regulations 1999, including;
 - (a) Customary fisheries practices consistent with Ngāti Rārua tikanga that upholds Ngāti Rārua rights guaranteed under Te Tiriti o Waitangi;
 - (b) Establish customary fisheries management areas consistent with Ngāti Rārua customary practices.
- 6.2 Ngāti Rārua will specify their taonga species in the Te Waka a Maui me Ona Toka regional iwi fisheries forum plan (being developed at the time of signing this Protocol).
- 6.3 The Crown and Ngāti Rārua Settlement trustees agree that the Ngāti Rārua objectives (as set out in the Te Waka a Maui me Ona Toka Forum Plan at the time of signing this Protocol, and clause 6.1):
- 6.3.1 are intended only to provide a context for this Protocol;
 - 6.3.2 do not affect how the Minister, Director-General and the Ministry will exercise their powers, functions and duties in relation to the matters specified in this Protocol; and
 - 6.3.3 do not prevent the Minister, Director-General and the Ministry from interacting with other iwi or hapu with interests in the Fisheries Protocol Area.

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

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

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

4.2: FISHERIES PROTOCOL

8. IWI FISHERIES PLAN

- 8.1 The Ngāti Rārua Settlement trustees will develop an iwi fisheries plan that relates to the Fisheries Protocol Area.
- 8.2 The Ministry will assist the Ngāti Rārua Settlement trustees, within the resources available to the Ministry, to develop an iwi fisheries plan that relates to the Fisheries Protocol Area.
- 8.3 The Ministry and the Ngāti Rārua Settlement trustees agree that the iwi fisheries plan will identify:
- 8.3.1 the objectives of the Ngāti Rārua Settlement trustees for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Fisheries Protocol Area;
 - 8.3.2 how Ngāti Rārua will exercise kaitiakitanga within the Fisheries Protocol Area;
 - 8.3.3 how the Ngāti Rārua Settlement trustees will participate in fisheries planning in the Fisheries Protocol Area; and
 - 8.3.4 how the customary, commercial and recreational fishing interests of the Ngāti Rārua Settlement trustees will be managed in an integrated way.
- 8.4 The Ministry and the Ngāti Rārua Settlement trustees acknowledge that at the time of signing this protocol the Iwi Fisheries Plan referenced in this section was being developed as the Te Waka a Maui me ona Toka Forum Fisheries Plan; and that that Plan will set out:
- 8.4.1 the content of the iwi fisheries plan, and how it will protect and recognise the kaitiakitanga and mana of Ngāti Rārua; and
 - 8.4.2 ways in which the Ministry will work with the Ngāti Rārua Settlement trustees to develop and review the iwi fisheries plan.

9. MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

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

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

4.2: FISHERIES PROTOCOL

10. CONTRACTING FOR SERVICES

- 10.1 The Ministry will consult with the Ngāti Rārua Settlement trustees in respect of any contract for the provision of services that may impact on the management of customary fisheries within the Fisheries Protocol Area, if the Ministry is proposing to enter into such a contract.
- 10.2 The level of consultation shall be relative to the degree to which the contract impacts upon the customary fishing interests of other iwi as well as those of Ngāti Rārua, and may be achieved by one or more of the following:
- 10.2.1 the Ministry may notify the Ngāti Rārua Settlement trustees of a contract for fisheries services;
- 10.2.2 the Ministry may notify the Ngāti Rārua Settlement trustees of an invitation to tender for fisheries services; and
- 10.2.3 the Ministry may direct a successful contractor to engage with the Ngāti Rārua Settlement trustees as appropriate, in undertaking the relevant fisheries services.
- 10.3 If the Ngāti Rārua Settlement trustees are contracted for fisheries services then clause 10.2.3 will not apply in relation to those fisheries services.

11. EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

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

12. CONSULTATION

- 12.1 Where the Ministry is required to consult the Ngāti Rārua Settlement trustees in relation to this Protocol, the basic principles that will be followed by the Ministry in consulting with the Ngāti Rārua Settlement trustees in each case are:
- 12.1.1 ensuring that the Ngāti Rārua Settlement trustees are consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;

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

4.2: FISHERIES PROTOCOL

- 12.1.2 providing the Ngāti Rārua Settlement trustees with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
 - 12.1.3 ensuring that sufficient time is given for the participation of the Ngāti Rārua Settlement trustees in the decision making process including the preparation of submissions by the Ngāti Rārua Settlement trustees in relation to any of the matters that are the subject of the consultation; and
 - 12.1.4 ensuring that the Ministry will approach the consultation with the Ngāti Rārua Settlement trustees with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation.
- 12.2 Where the Ministry has consulted with the Ngāti Rārua Settlement trustees as specified in clause 12.1, the Ministry will report back to the Ngāti Rārua Settlement trustees, either in person or in writing, on the decision made as a result of any such consultation.

13. RĀHUI

- 13.1 The Ministry recognises that rāhui is a traditional use and management practice of Ngāti Rārua and supports their rights to place traditional rāhui over their customary fisheries.
- 13.2 The Ministry and the Ngāti Rārua Settlement trustees acknowledge that a traditional rāhui placed by the Ngāti Rārua Settlement trustees over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice. Ngāti Rārua undertakes to inform the Ministry of the placing and the lifting of a rāhui by Ngāti Rārua over their customary fisheries, and also the reason for the rāhui.
- 13.3 The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rāhui has been applied, to the extent that such groups exist, of the placing and the lifting of a rāhui by Ngāti Rārua over their customary fisheries, in a manner consistent with the understandings outlined in clause 13.2 above.
- 13.4 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186B of the Fisheries Act 1996 to support a rāhui proposed by Ngāti Rārua over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186B of the Fisheries Act 1996, noting these requirements preclude the use of section 186B to support rāhui placed in the event of a drowning.

14. INFORMATION EXCHANGE

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

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

4.2: FISHERIES PROTOCOL

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

15. DISPUTE RESOLUTION

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

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

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

15.1.3 If the dispute has not been resolved within 45 working days of receipt of the notice referred to in clause 15.1 despite the process outlined in clauses 15.1.1 and 15.1.2 having been followed, the Ministry and Ngāti Rārua Settlement trustees may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.

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

16. CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

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

16.1.1 notify the Ngāti Rārua Settlement trustees of the proposed policy development or proposed legislative amendment upon which iwi will be consulted; and

16.1.2 make available to the Ngāti Rārua Settlement trustees the information provided to iwi as part of the consultation process referred to in this clause; and

16.1.3 report back to the Ngāti Rārua Settlement trustees on the outcome of any such consultation, either in writing or in person.

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

4.2: FISHERIES PROTOCOL

17. DEFINITIONS

17.1 In this Protocol:

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

Fisheries Legislation means the Fisheries Act 1983, the Fisheries Act 1996, the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Maori Commercial Aquaculture Claims Settlement Act 2004, and the Maori Fisheries Act 2004, and any regulations made under these Acts including the Fisheries (South Island Customary Fishing) Regulations 1999;

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

Settlement Date means [].

ISSUED on []

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

Signature of witness

Witness Name

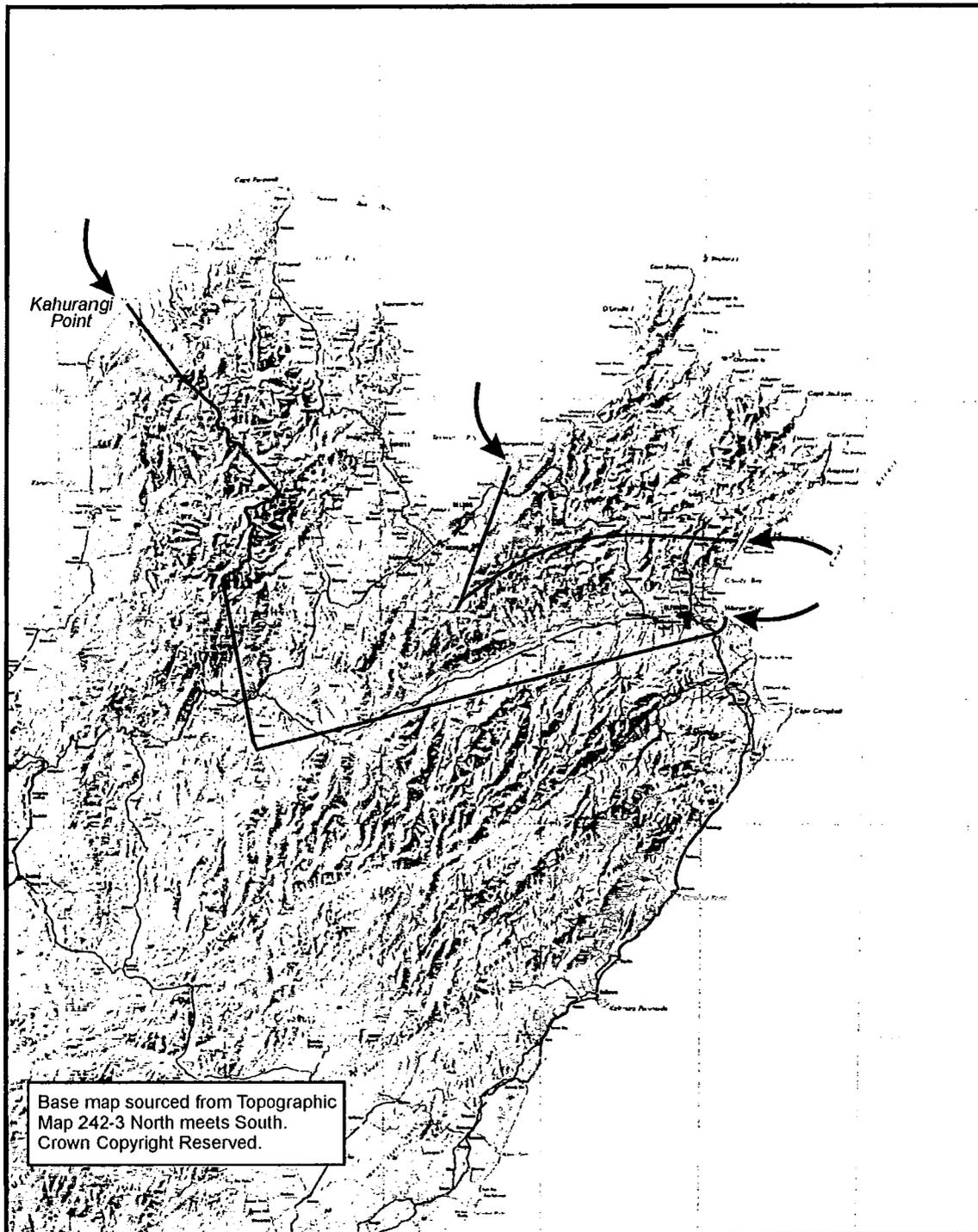
Occupation

Address

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4.2: FISHERIES PROTOCOL

ATTACHMENT A
FISHERIES PROTOCOL AREA



NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4.2: FISHERIES PROTOCOL

ATTACHMENT B

SUMMARY OF THE TERMS OF ISSUE

This protocol is subject to the deed of settlement and the settlement legislation. A summary of the relevant provisions is set out below.

1. **Amendment and cancellation**

- 1.1 The Minister may amend or cancel this protocol, but only after consulting with the Ngāti Rārua Settlement trustees and having particular regard to their views (*section [number]*).

2. **Noting**

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

2.1.1 is for the purpose of public notice only; and

2.1.2 does not amend the fisheries plans for the purposes of the Fisheries Act 1996 (*section [number]*).

3. **Limits**

- 3.1 This protocol does not:

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

(a) introducing legislation; or

(b) changing government policy; or

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

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

3.1.3 grant, create, or evidence an estate or interest in, or rights relating to, assets or property rights (including in relation to fish, aquatic life, or seaweed) under:

(a) the Fisheries Act 1996; or

(b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or

(c) the Maori Commercial Aquaculture Claims Settlement Act 2004; or

(d) the Maori Fisheries Act 2004 (*section [number]*).

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4.2: FISHERIES PROTOCOL

4. **Breach**

- 4.1 Subject to the Crown Proceedings Act 1950, the Ngāti Rārua Settlement trustees may enforce this protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (*section [number]*).
- 4.2 A breach of this protocol is not a breach of the deed of settlement (*clause 5.20*).

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

4.3 TAONGA TŪTURU PROTOCOL

Clause 5.17.3

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4.3: TAONGA TŪTURU PROTOCOL

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

1. INTRODUCTION

1.1 This Taonga Tūturu Protocol covers the following matters:

1.1.1 newly found taonga tūturu;

1.1.2 the export of taonga tūturu; and

1.1.3 the Protected Objects Act 1975 and any amendment or substitution thereof.

1.2 Under the Deed of Settlement dated 13 April 2013 between Ngāti Rārua, the Ngāti Rārua Settlement Trust and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister for Arts, Culture and Heritage (the "**Minister**") would issue a protocol (the "**Protocol**") setting out how the Minister and the Chief Executive for the Ministry for Culture and Heritage (the "**Chief Executive**") will interact with the Ngāti Rārua Settlement Trust on matters specified in the Protocol. These matters are:

1.2.1 Protocol Area - Part 2;

1.2.2 Terms of issue - Part 3;

1.2.3 Implementation and communication - Part 4;

1.2.4 The role of the Chief Executive under the Protected Objects Act 1975 - Part 5;

1.2.5 The role of the Minister under the Protected Objects Act 1975 - Part 6;

1.2.6 Ngāti Rārua Ngā Taonga Tūturu held by Te Papa Tongarewa - Part 7;

1.2.7 Effects on Ngāti Rārua interest in the Protocol Area - Part 8;

1.2.8 Registration as a collector of Ngā Taonga Tūturu - Part 9;

1.2.9 Board Appointments - Part 10;

1.2.10 National Monuments, War Graves and Historical Graves - Part 11;

1.2.11 History publications relating to Ngāti Rārua - Part 12;

1.2.12 Cultural and/or Spiritual Practices and Tendering - Part 13;

1.2.13 Consultation - Part 14;

1.2.14 Changes to legislation affecting this Protocol - Part 15;

1.2.15 Definitions - Part 16.

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

4.3: TAONGA TŪTURU PROTOCOL

- 1.2 For the purposes of this Protocol the Ngāti Rārua Settlement Trust is the body representative of the whānau, hapū, and iwi of Ngāti Rārua who have an interest in the matters covered under this Protocol. This derives from the status of the Ngāti Rārua Settlement Trust as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.3 The Ministry and the Ngāti Rārua Settlement Trust are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provides the basis for the relationship between the parties to this Protocol, as set out in this Protocol.
- 1.4 The purpose of the Protected Objects Act 1975 is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.
- 1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in Clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the Ngāti Rārua Settlement Trust with the opportunity for input, into matters set out in Clause 1.1 and Clause 1.2.

2. PROTOCOL AREA

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

3. TERMS OF ISSUE

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

4. IMPLEMENTATION AND COMMUNICATION

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

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

4.3: TAONGA TŪTURU PROTOCOL

- 4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol;
- 4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
- 4.1.7 including a copy of the Protocol with the Ngāti Rārua Settlement Trust on the Ministry's website.

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

General

- 5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the Ngāti Rārua Settlement Trust within the limits of the Act. From the date this Protocol is issued the Chief Executive will:
 - 5.1.1 notify the Ngāti Rārua Settlement Trust in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Rārua origin found anywhere else in New Zealand;
 - 5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Rārua origin found anywhere else in New Zealand;
 - 5.1.3 notify the Ngāti Rārua Settlement Trust in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Rārua origin found anywhere else in New Zealand;
 - 5.1.4 notify the Ngāti Rārua Settlement Trust in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Rārua origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
 - 5.1.5 notify the Ngāti Rārua Settlement Trust in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Rārua origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Applications for Ownership

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

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

4.3: TAONGA TŪTURU PROTOCOL

- 5.3 If there is a competing claim or claims lodged in conjunction with the Ngāti Rārua Settlement Trust's claim of ownership, the Chief Executive will consult with the Ngāti Rārua Settlement Trust for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Rārua origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the Ngāti Rārua Settlement Trust may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

Applications for Custody

- 5.5 If no ownership application is made to the Māori Land Court for any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Rārua origin found elsewhere in New Zealand by the Ngāti Rārua Settlement Trust or any other person, the Chief Executive will:
- 5.5.1 consult the Ngāti Rārua Settlement Trust where there is any request from any other person for the custody of the Taonga Tūturu;
- 5.5.2 consult the Ngāti Rārua Settlement Trust before a decision is made on who may have custody of the Taonga Tūturu; and
- 5.5.3 notify the Ngāti Rārua Settlement Trust in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

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

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

- 6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the Ngāti Rārua Settlement Trust within the limits of the Act. In circumstances where the Chief Executive originally consulted the Ngāti Rārua Settlement Trust as an Expert Examiner, the Minister may consult with the Ngāti Rārua Settlement Trust where a person appeals the decision of the Chief Executive to:
- 6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
- 6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;

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

4.3: TAONGA TŪTURU PROTOCOL

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

7. NGĀTI RĀRUA - NGĀ TAONGA TŪTURU HELD BY TE PAPA TONGAREWA

- 7.1 The Chief Executive will invite Te Papa Tongarewa to enter into a relationship with the Ngāti Rārua Settlement Trust, for the purposes of Te Papa Tongarewa compiling a full inventory of Taonga Tūturu held by Te Papa Tongarewa, which are of cultural, spiritual and historical importance to Ngāti Rārua; and
- 7.2 Associated costs and/or additional resources required to complete the obligations under paragraph 7.1 will be funded by Te Papa Tongarewa, as resources allow.

8. EFFECTS ON NGĀTI RĀRUA INTERESTS IN THE PROTOCOL AREA

- 8.1 The Chief Executive and Ngāti Rārua Settlement Trust shall discuss any policy and legislative development, which specifically affects Ngāti Rārua interests in the Protocol Area.
- 8.2 The Chief Executive and Ngāti Rārua Settlement Trust shall discuss any of the Ministry's operational activities, which specifically affect Ngāti Rārua interests in the Protocol Area.
- 8.3 Notwithstanding paragraphs 8.1 and 8.2 above the Chief Executive and Ngāti Rārua Settlement Trust shall meet to discuss Ngāti Rārua interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

9. REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

- 9.1 The Chief Executive will register the Ngāti Rārua Settlement Trust as a Registered Collector of Taonga Tūturu.

10. BOARD APPOINTMENTS

- 10.1 The Chief Executive shall:
- 10.1.1 notify the Ngāti Rārua Settlement Trust of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
- 10.1.2 add the Ngāti Rārua Settlement Trust's nominees onto the Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and
- 10.1.3 notify the Ngāti Rārua Settlement Trust of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

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

4.3: TAONGA TŪTURU PROTOCOL

11. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

- 11.1 The Chief Executive shall seek and consider the views of the Ngāti Rārua Settlement Trust on any national monument, war grave, historical grave, managed or administered by the Ministry, which specifically relates to Ngāti Rārua interests.
- 11.2 The Chief Executive will provide for the marking and maintenance of any historic war grave identified by the Ngāti Rārua Settlement Trust, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

12. HISTORICAL PUBLICATIONS RELATING TO NGĀTI RĀRUA

- 12.1 The Chief Executive shall:
- 12.1.1 provide the Ngāti Rārua Settlement Trust with a list of all history publications commissioned or undertaken by the Ministry that relates substantially to Ngāti Rārua, and will supply these on request; and
 - 12.1.2 discuss with the Ngāti Rārua Settlement Trust any work the Ministry undertakes that deals specifically or substantially with Ngāti Rārua.

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

- 13.1 When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngāti Rārua within the Protocol Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.
- 13.2 Where appropriate, the Chief Executive will consider using the Ngāti Rārua Settlement Trust as a provider of professional services.
- 13.3 The procurement by the Chief Executive of any such services set out in Clauses 13.1 and 13.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

14. CONSULTATION

- 14.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the Ngāti Rārua Settlement Trust in each case are:
- 14.1.1 ensuring that the Ngāti Rārua Settlement Trust is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;
 - 14.1.2 providing the Ngāti Rārua Settlement Trust with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

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

4.3: TAONGA TŪTURU PROTOCOL

- 14.1.3 ensuring that sufficient time is given for the participation of the Ngāti Rārua Settlement Trust in the decision making process including the preparation of submissions by the Ngāti Rārua Settlement Trust in relation to any of the matters that are the subject of the consultation;
- 14.1.4 ensuring that the Chief Executive will approach the consultation with the Ngāti Rārua Settlement Trust with an open mind, and will genuinely consider the submissions of the Ngāti Rārua Settlement Trust in relation to any of the matters that are the subject of the consultation; and
- 14.1.5 report back to the Ngāti Rārua Settlement Trust, either in writing or in person, in regard to any decisions made that relate to that consultation.

15 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 15.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:
 - 15.1.1 notify the Ngāti Rārua Settlement Trust of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;
 - 15.1.2 make available to the Ngāti Rārua Settlement Trust the information provided to Māori as part of the consultation process referred to in this clause; and
 - 15.1.3 report back to the Ngāti Rārua Settlement Trust on the outcome of any such consultation.

16. DEFINITIONS

- 16.1 In this Protocol:

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

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

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

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

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

Ngāti Rārua has the meaning set out in clause 8.7 of the Deed of Settlement.

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

4.3: TAONGA TŪTURU PROTOCOL

Ngāti Rārua Settlement Trust means the trustees for the time being of the Ngāti Rārua Settlement Trust

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

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

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

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

ISSUED on

SIGNED for and on behalf of)
THE SOVEREIGN by the Minister for)
Arts, Culture and Heritage)
in the presence of:) _____

Signature of Witness

Witness Name:

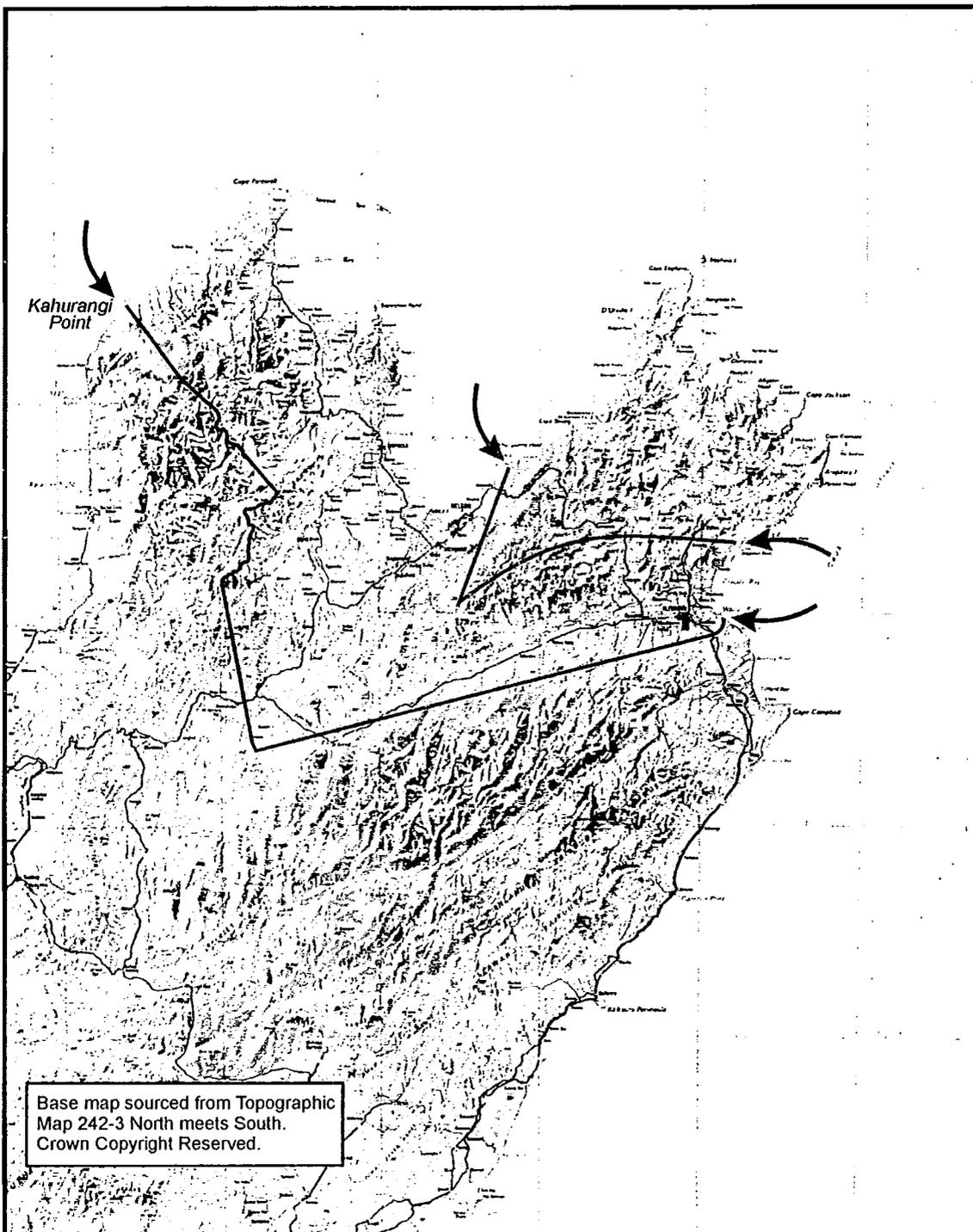
Occupation:

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NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4.3: TAONGA TŪTURU PROTOCOL

ATTACHMENT A
NGĀTI RĀRUA TAONGA TŪTURU PROTOCOL AREA



NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4.3: TAONGA TŪTURU PROTOCOL

ATTACHMENT B

SUMMARY OF THE TERMS OF ISSUE

This protocol is subject to the deed of settlement and the settlement legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

- 1.1 The Minister may amend or cancel this protocol, but only after consulting with the Ngāti Rārua Settlement trustees and having particular regard to their views (*section [number]*).

2. Limits

- 2.1 This protocol does not:

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

- (a) introducing legislation; or
- (b) changing government policy; or
- (c) issuing a protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tangata whenua (*section [number]*); or

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

2.1.3 grant, create, or evidence an estate or interest in, or rights relating to, taonga tūturu.

3. Breach

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

- 3.2 A breach of this protocol is not a breach of the deed of settlement (*clause 5.20*).

4.4 MINERALS PROTOCOL

Clause 5.17.4

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4.4: MINERALS PROTOCOL

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

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated 13 April 2013 between Ngāti Rārua and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister of Energy and Resources (the “**Minister**”) would issue a Protocol (the “**Minerals Protocol**”) setting out how the Ministry of Business, Innovation and Employment (the “**Ministry**”) will consult with the Ngāti Rārua Settlement trustees on matters specified in the Minerals Protocol.
- 1.2 For the purposes of this Protocol the Ngāti Rārua Settlement trustees are the representatives of the whānau and iwi of Ngāti Rārua who have interests and responsibilities in relation to the Protocol Area. These interests and responsibilities are inextricably linked to whakapapa and have important cultural and spiritual dimensions.
- 1.3 The Ministry and Ngāti Rārua are seeking a relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.4 The purpose of the Crown Minerals Act 1991 (the “**Act**”) is to restate and reform the law relating to the management of Crown owned minerals. Section 4 of the Act requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.5 The Minister is responsible under the Act for the preparation of mineral programmes, the grant of minerals permits, and monitoring the effect and implementation of minerals programmes and minerals permits. The Ministry administers the Act on behalf of the Minister.
- 1.6 This Minerals Protocol will affect the Ministry’s administration of Crown owned minerals under the Act in the Minerals Protocol Area.

2 PURPOSE OF THIS PROTOCOL

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

3 PROTOCOL AREA

- 3.1 This Minerals Protocol applies across the Minerals Protocol Area which means the area identified in the map included in Attachment A of this Minerals Protocol together with the waters (including foreshore and seabed) of the coastal areas adjacent to the coastal boundary shown on that map within the Territorial Sea (as defined in the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977).

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4.4: MINERALS PROTOCOL

4 TERMS OF ISSUE

- 4.1 This Minerals Protocol is issued pursuant to section [] of [*insert the name of the Settlement Legislation*] (the "**Settlement Legislation**") that implements clause 5.17.4 of the Deed of Settlement; and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 This Minerals Protocol must be read subject to the terms of issue set out in Attachment B.

5 CONSULTATION

- 5.1 The Minister will ensure that the Ngāti Rārua Settlement trustees are consulted by the Ministry:

New minerals programmes in respect of petroleum

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

Petroleum exploration permit block offers

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

Other petroleum exploration permit applications

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

Amendments to petroleum exploration permits

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

New minerals programme in respect of Crown owned minerals other than petroleum

- 5.1.5 on the preparation of new minerals programmes in respect of Crown owned minerals other than petroleum, which relate, whether wholly or in part, to the Minerals Protocol Area;

Permit block offers for Crown owned minerals other than petroleum

- 5.1.6 on the planning of a competitive tender allocation of a permit block for Crown owned minerals other than Petroleum (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of

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

4.4: MINERALS PROTOCOL

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

Other permit applications for Crown owned minerals other than petroleum

5.1.7 when any application for a permit in respect of Crown owned minerals other than petroleum is considered, which relates, whether wholly or in part, to the Minerals Protocol Area, except where the application relates to a competitive tender allocation of a permit block offer over which consultation has already taken place under clause 5.1.6;

Amendments to permits for Crown owned minerals other than petroleum

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

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

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

5.3 Where the Ngāti Rārua Settlement trustees requests that the Minister exclude land from a permit or competitive tender referred to in clause 5.1, the Minister will ordinarily consider the following matters:

- (a) the particular importance of the land to Ngāti Rārua;
- (b) whether the land is a known wāhi tapu site;
- (c) the uniqueness of the land (for example, whether the land is mahinga kai (food gathering area) or waka tauranga (a landing place of the ancestral canoes));
- (d) whether the importance of the land to Ngāti Rārua has already been demonstrated (for example, by Treaty claims or Treaty settlements resulting in a statutory acknowledgment or other redress instrument under settlement legislation);
- (e) any relevant Treaty claims or settlements;
- (f) whether granting a permit over the land or the particular minerals would impede the progress of redress of any Treaty claims;
- (g) any Ngāti Rārua management plans that specifically exclude the land from certain activities;
- (h) the ownership of the land;
- (i) whether the area is already protected under an enactment (for example, the Resource Management Act 1991, the Conservation Act 1987, or the Historic Places Act 1993); and

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

4.4: MINERALS PROTOCOL

- (j) the size of the land and the value or potential value of the relevant mineral resources if the land is excluded.

6 IMPLEMENTATION AND COMMUNICATION

- 6.1 The Crown has an obligation under the Act (as provided for in minerals programmes) to consult with parties whose interests may be affected by matters described in clause 5.1 of this Minerals Protocol. The Ministry will consult with the Ngāti Rārua Settlement trustees in accordance with this Minerals Protocol and in accordance with the relevant minerals programme if matters described in clause 5.1 and clause 6 of this Minerals Protocol Area may affect the interests of Ngāti Rārua.
- 6.2 The basic principles that will be followed by the Ministry in consulting with the Ngāti Rārua Settlement trustees in each case are:
 - 6.2.1 ensuring that the Ngāti Rārua Settlement trustees are consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues in relation to any matters under clause 5 of this Minerals Protocol;
 - 6.2.2 providing the Ngāti Rārua Settlement trustees with sufficient information to make informed decisions and submissions in relation to any of the matters described in clause 5 of this Minerals Protocol;
 - 6.2.3 ensuring that sufficient time is given for the participation of the Ngāti Rārua Settlement trustees in the decision making process and the consideration by the Ngāti Rārua Settlement trustees of its submissions in relation to any of the matters described in clause 5 of this Minerals Protocol; and
 - 6.2.4 ensuring that the Ministry will approach the consultation with the Ngāti Rārua Settlement trustees with an open mind, and will genuinely consider the submissions of the Ngāti Rārua Settlement trustees in relation to any of the matters described in clause 5 of this Minerals Protocol.
- 6.3 Where the Ministry is required to consult the Ngāti Rārua Settlement trustees as specified in clause 6.1, the Ministry will report back in writing to the Ngāti Rārua Settlement trustees on the decision made as a result of such consultation.
- 6.4 The Ministry will seek to fulfil its obligations under this Minerals Protocol by:
 - 6.4.1 maintaining information on the Ngāti Rārua Settlement trustees' address and contact details as provided from time to time by the Ngāti Rārua Settlement trustees;
 - 6.4.2 as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Minerals Protocol;
 - 6.4.3 nominating relevant employees to act as contacts with the Ngāti Rārua Settlement trustees in relation to issues concerning this Minerals Protocol; and
 - 6.4.4 providing the Ngāti Rārua Settlement trustees with the names of the relevant employees who will act as contacts with the Ngāti Rārua Settlement trustees in relation to issues concerning this Minerals Protocol;

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4.4: MINERALS PROTOCOL

7 CHANGES TO POLICY AND LEGISLATION

- 7.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Crown Minerals Act that impacts upon this Protocol, the Chief Executive shall:
- 7.1.1 notify the Ngāti Rārua Settlement trustees of the proposed policy development or proposed legislative amendment;
 - 7.1.2 make available to the Ngāti Rārua Settlement trustees the information provided to Māori as part of the consultation process referred to in this clause; and
 - 7.1.3 report back to the Ngāti Rārua Settlement trustees on the outcome of any such consultation.

8 DEFINITIONS

- 8.1 In this Minerals Protocol:

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

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

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

Deed of Settlement means the Deed of Settlement dated 13 April 2013 between the Crown and Ngāti Rārua

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

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

Minister means the Minister of Energy and Resources;

Ministry means the Ministry of Business, Innovation and Employment;

Ngāti Rārua has the meaning set out in clause 8.7 of the Deed of Settlement;

Ngāti Rārua Settlement trustees means the trustees for the time being of the Ngāti Rārua Settlement Trust;

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4.4: MINERALS PROTOCOL

Petroleum means:

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

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

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

ISSUED on [*date*]

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

Signature of Witness

Witness Name:

Occupation:

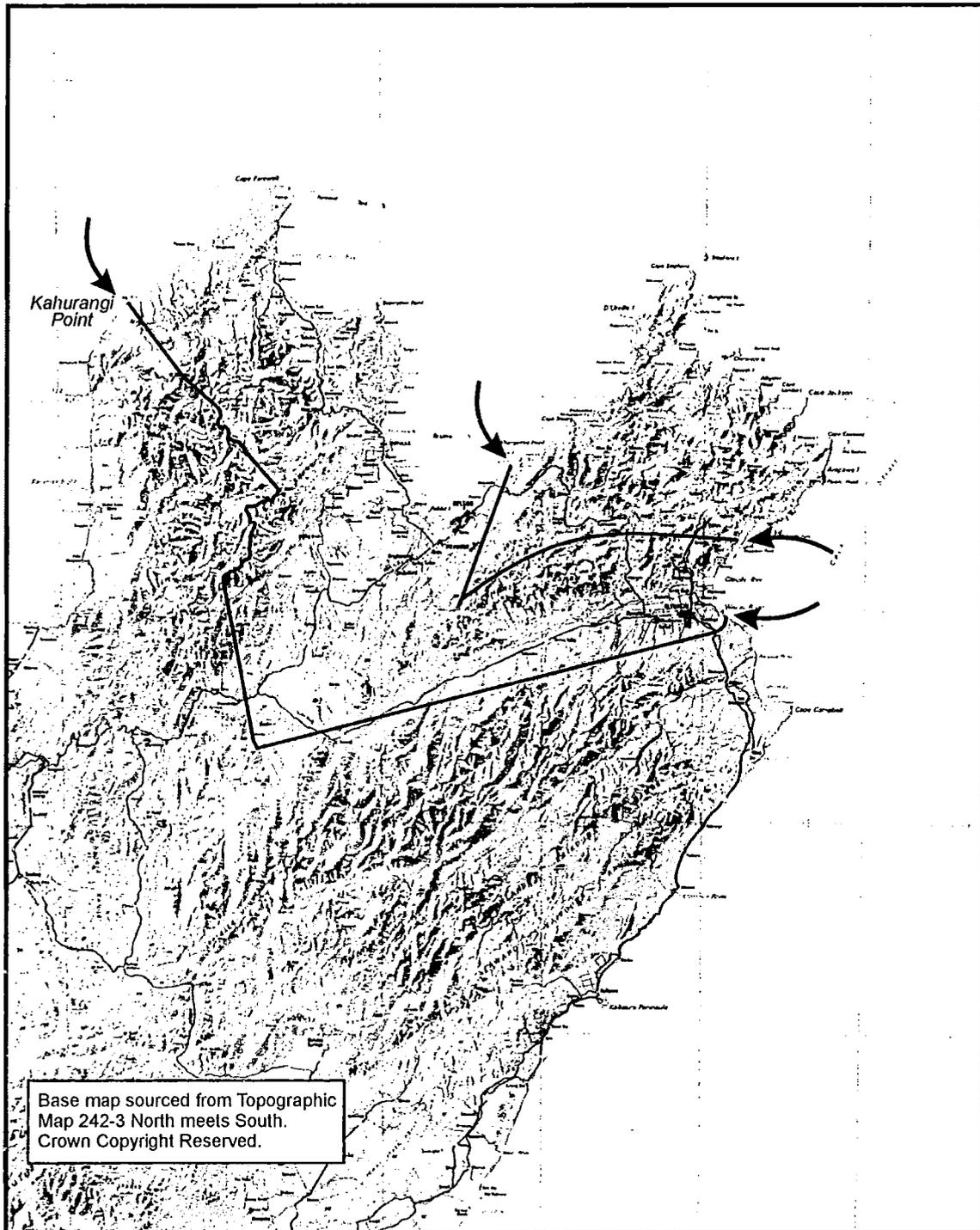
Address:

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4.4: MINERALS PROTOCOL

ATTACHMENT A

NGĀTI RĀRUA MINERALS PROTOCOL AREA



ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

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

1. **Amendment and cancellation**

- 1.1 The Minister may amend or cancel this Minerals Protocol, but only after consulting with the Ngāti Rārua Settlement trustees and having particular regard to their views (section *[to insert]*).

2. **Noting**

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

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

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

but the addition;

2.1.3 is for the purpose of public notice only; and

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

3. **Limits**

- 3.1 This Minerals Protocol does not:

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

(a) introducing legislation; or

(b) changing government policy; or

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

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

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

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

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4.4: MINERALS PROTOCOL

4. **Breach**

- 4.1 Subject to the Crown Proceedings Act 1950, the Ngāti Rārua Settlement trustees may enforce this Minerals Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section *[to insert]*).
- 4.2 A breach of this Minerals Protocol is not a breach of the Deed of Settlement (clause 5.20).

5. ENCUMBRANCES

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

5.1: PUKETAWAI RIGHT OF WAY EASEMENT

5.1 PUKETAWAI RIGHT OF WAY EASEMENT

Clause 5.22.5

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.1: PUKETAWAI RIGHT OF WAY EASEMENT

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Nelson

BARCODE

Grantors

Surname must be underlined

[THE TRUSTEES OF THE NGĀTI TAMA KI TE WAIPOUNAMU TRUST, THE TRUSTEES OF NGĀTI RĀRUA SETTLEMENT TRUST AND THE TRUSTEES OF TE ĀTIAWA O TE WAKA-A-MĀUI TRUST]

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this day of 20

Attestation

Signature of [the trustees of the Ngāti Tama ki Te Waipounamu Trust] as Grantor	Signed in my presence by the Grantor Signature of witness <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address
Signature of [the trustees of the Ngāti Rārua Settlement Trust] as Grantor	Signed in my presence by the Grantor Signature of witness <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address
Signature of [the trustees of the Te Ātiawa o Te Waka-a-Māui Trust] as Grantor	Signed in my presence by the Grantor Signature of witness <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.1: PUKETAWAI RIGHT OF WAY EASEMENT

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

Certified correct for the purposes of the Land Transfer Act 1952.

(

(

[Solicitor for] the Grantee

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.1: PUKETAWAI RIGHT OF WAY EASEMENT

**Annexure
Schedule 1**

Easement instrument

Dated

Page 1 of 3 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way on Foot	Marked "A" on SO 426273	Section 1 SO 426273	In gross

Easement rights and powers (including terms, covenants, and conditions)

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

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

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

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

5.1: PUKETAWAI RIGHT OF WAY EASEMENT

Easement instrument

Dated

Page 2 of 3 pages

**Annexure
Schedule 2**

Operative Clause

- 1 The Grantor transfers and grants to the Grantee a pedestrian right of way easement over the Servient Land on the terms, conditions, covenants and restrictions contained in this Easement, and for the term set out in clause 2.
2. The pedestrian right of way granted under clause 1 is to enable access to the historic monument located on the Servient Land and will exist until such time as the historic monument is removed. This Easement and all the rights granted under it will end and extinguish upon the removal of the historic monument and upon such removal, the parties agree to cooperate and do all things reasonably necessary to register a surrender of this Easement (or similar document).

Right of Way Easement Terms

- 3 The Grantee together with the employees, tenants, agents, workmen, licensees and invitees of the Grantee and any other person lawfully entitled (including the public) shall have the full free right, liberty and licence from time to time and at all times by day and by night to pass and repass on foot over and along the Easement Land.
- 4 In exercising its rights under this Easement, the Grantee shall not interfere with the Grantor's use of the Easement Land.
- 5 The Grantee may not use the Easement Land or any part of the Easement Land other than for the purpose expressly set out in clause 3 of this Easement. In particular, the Grantee may not in any way obstruct the Easement Land.
- 6 The Grantee may, at its own cost, form an accessway on the Easement Land.
- 7 The Grantor shall not be responsible to the Grantee or to any other person for any loss or damage sustained by the Grantee or by any such person using any part of the Easement Land at its own risk in all respects.

General Terms

- 8 No power is implied for the Grantor to determine the Easement for breach of any provision in this Easement (whether express or implied) or for any other cause, it being the intention of the parties that the Easement shall subsist for all time or until it is duly surrendered.
- 9 The covenants and powers contained in the Land Transfer Regulations 2002 in respect of easements shall apply to the extent that they are not expressly negated in this Easement. The rights set out in Schedule 5 to the Property Law Act 2007 are excluded from this Easement.

Dispute Resolution

- 10 If any dispute arises between the Grantor and Grantee concerning the rights created by this Easement the parties shall enter into negotiations in good faith to resolve their dispute.

5.2 PŪPONGA FARM, CAPE HOUSE WATER EASEMENT

Clause 5.22.3

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.2: PŪPONGA FARM, CAPE HOUSE WATER EASEMENT

Form 3
Easement instrument to grant easement or *profit à prendre*,
or create land covenant

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Nelson

BARCODE

Grantor

Surname must be underlined

[insert trustee names of the Ngāti Rārua Settlement Trust, insert trustee names of the Te Ātiawa o Te Waka-a-Māui Trust and insert names of the Ngāti Tama ki Te Waipounamu Trust]

Grantee

Surname must be underlined

HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND ACTING BY AND THROUGH THE
MINISTER OF CONSERVATION

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

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

Dated this

day of

20

Attestation

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

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

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.2: PŪPONGA FARM, CAPE HOUSE WATER EASEMENT

Annexure
Schedule 1

Easement instrument

Dated

Page 1 of 6 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey water	Marked "A" on SO 426796	[Section 1 SO 426796]	Part Section 14 SO 10390 [NL 11B/742] and [INSERT CFR to issue for section 3 SO 426796]

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

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

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

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

5.2: PŪPONGA FARM, CAPE HOUSE WATER EASEMENT

Easement instrument

Dated

Page 2 of 6 pages

Right to convey water

1. The Grantor grants to the Grantee the right to convey water over and/or through that part of the servient land described as "A" on survey office plan 426796 ("the Easement Land") to the dominant land.

Access

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

Repair and Maintenance

3. The Grantee shall be entitled to install any equipment necessary to exercise its rights under this Easement and shall repair and maintain such equipment at its cost in all things, so as to keep such equipment in good order, condition and repair and to prevent the equipment from becoming a danger or nuisance.

Erection of Notice etc

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

Grantor's Consent

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

5.2: PŪPONGA FARM, CAPE HOUSE WATER EASEMENT

Easement instrument

Dated

Page 3 of 6 pages

Application for Resource Consents

6. (a) The Grantee shall be entitled from time to time to apply for any resource consents and any other statutory consents required for the purposes of the exercise of any of the Grantee's rights under this Easement in the same manner as if it were a registered proprietor of the Easement Land provided that it shall at the time of making the relevant application forward a copy to the Grantor and the Grantor shall provide, upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of cooperation. Where any relevant application would not grant, if successful, to the Grantee any additional rights or powers over and above those held by it pursuant to its existing resource consents or other statutory consents or the provisions of this Easement, then the Grantor shall be obliged to provide its written support to such application.
- (b) Notwithstanding the provisions of clause 5(a) the Grantee will not be entitled to apply for resource consents and any other statutory consents as if it were the registered proprietor of the Easement Land if those resource consents or statutory consents relate to increasing the maximum operating levels for the storage of water on the Easement Land or relate to decreasing the minimum operating levels for storage of water on the Easement Land or relate to the extension or renewal of the Grantee's previously held resource consents or statutory consents after they lapse, expire or become reviewable. In such a situation the Grantee shall apply for the necessary resource consents and other statutory consents in its own right and the Grantor will be entitled to participate in the resource consent or statutory consent process as an independent party, and in particular, may object to the granting of those consents.

Equipment Property of Grantee

7. Any equipment constructed or installed by the Grantee on the Easement Land shall remain the property of the Grantee and may at any time be removed by it PROVIDED THAT any damage caused by such removal shall immediately be remedied by the Grantee at its cost. If within six months after the date when written notice of such damage is provided to the Grantee by the Grantor, it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, remedy all or any of the damage and recover costs for this from the Grantee.

Minimisation of Disruption

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

5.2: PŪPONGA FARM, CAPE HOUSE WATER EASEMENT

Easement instrument

Dated

Page 4 of 6 pages

No Fencing Required

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

Surrender of Easement

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

Dispute Resolution

11. (a) In the event of any dispute arising between the parties in respect of or in connection with this Easement, the parties shall, without prejudice to any other right or entitlement they may have under this Easement or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of LEADR (Lawyers Engaged in Alternative Dispute Resolution).
- (b) In the event the dispute is not resolved within twenty-eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any successor legislation. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

Notices

12. All notices and communications under this Easement shall be deemed to have been received when delivered personally, sent by prepaid post or by facsimile to such address as either party shall notify to the other from time to time.

Grantor not to interfere with Grantee's Rights

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

Grantee not to interfere with Grantor's Rights

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

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.2: PŪPONGA FARM, CAPE HOUSE WATER EASEMENT

Easement instrument

Dated

Page 5 of 6 pages

Grantor's liability

15. Where there is more than one grantor under this Easement then each Grantor's liability under this Easement shall be joint and several.

SIGNED as a Deed on [date]

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

Signature of Conservator for the
Nelson/Marlborough Conservancy

[_____] (Name)
in the presence of:

Signature of witness

Witness Name:

Occupation:

Address:

SIGNED for and on behalf of)
[insert trustee names of)
NGĀTI RĀRUA SETTLEMENT TRUST])
as Grantor in the presence of:)

Signature of Witness

Witness Name:

Occupation:

Address:

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.2: PŪPONGA FARM, CAPE HOUSE WATER EASEMENT

Easement instrument

Dated

Page 6 of 6 pages

SIGNED for and on behalf of)
[insert trustee names of)
TE ĀTIAWA O TE WAKA-A-MĀUI TRUST])
as Grantor in the presence of:)

Signature of witness

Witness Name:

Occupation:

Address:

SIGNED for and on behalf of)
[insert trustee names of)
NGĀTI TAMA KI TE WAIPOUNAMU])
TRUST as Grantor in the presence of:)

Signature of witness

Witness Name:

Occupation:

Address:

5.3 GLENHOPE (KAWATIRI) RIGHT OF WAY EASEMENT

Clause 5.22.4

5.3 GLENHOPE (KAWATIRI) RIGHT OF WAY EASEMENT

THIS DEED is made **BETWEEN**

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation (**Grantor**)

AND

[THE TRUSTEES OF THE NGĀTI RĀRUA SETTLEMENT TRUST] (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.
- 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.

TERMS OF THIS DEED

1. GRANT RIGHT OF ACCESS

- 1.1 Under clause 5.21.3 of the Deed of Settlement dated 12 April 2013 between the Grantor and Ngāti Rārua (the "Deed of Settlement") and section [] of [*Insert the name of the Settlement Legislation*] the Grantor grants to the Grantee a right of way over the Easement Area being Area "A" on SO 427227, together with the rights and powers set out in Schedule 4 of the Land Transfer Regulations 2002, except to the extent that they are modified or negated by the terms or conditions set out in this Deed, to the intent that the right of way shall be forever appurtenant to the Grantee's Land. The rights set out in Schedule 9 to the Property Law Act 1952 are excluded from this Deed.

2. EXPRESS RIGHTS AND POWERS

- 2.1 The Grantee has the right to pass and re-pass at all times, with or without vehicles, along the Easement Area to give the Grantee access to the Grantee's Land.
- 2.2 Subject to clauses 2.3 to 2.5, the Grantee has the right, at the cost of the Grantee, to repair, maintain and upgrade the track on the Easement Area.
- 2.3 The Grantee must obtain the Grantor's prior written consent before carrying out any repair, maintenance or upgrade to the track on the Easement Area. The Grantor's consent must not be unreasonably withheld or delayed. The Grantee must comply with any conditions of the Grantor's consent.
- 2.4 The Grantee acknowledges that any repair, maintenance or upgrade to the track on the Easement Area must not encroach on the Grantor's Land outside the Easement Area unless the prior written consent of the Grantor is obtained. The Grantee must comply with any conditions of the Grantor's consent.

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

5.3 GLENHOPE (KAWATIRI) RIGHT OF WAY EASEMENT

- 2.5 On completion of any repair, maintenance or upgrade to this track on the Easement Area, the Grantee must immediately make good any damage done to the Grantor's Land by restoring the Grantor's Land outside the Easement Area as nearly as possible to its former condition.
- 2.6 The Grantor is not liable to make any contribution to any repair, maintenance or upgrade by the Grantee of the track on the Easement Area.
- 2.7 The Grantee acknowledges that, despite this Deed:
- 2.7.1 the Grantor retains full and unrestricted rights to grant other rights and interests in respect of the Grantor's Land and the Easement Area, including grazing licences; and
- 2.7.2 for as long as the Grantor's Land remains subject to the Reserves Act 1977, the Grantor and members of the public have full and unencumbered access to pass and re-pass at all times across and along the Easement Area; and
- 2.7.3 the Grantor does not provide any warranty that the easement area is able to be used for ingress and egress from State Highway 63. The Grantee must obtain all statutory consents required to use the easement area as access to the Grantee's land.

3. SEVERABILITY

- 3.1 If any part of this Deed is held by any court to be illegal, void or unenforceable, that determination does not impair the enforceability of the remaining parts of this Deed which remain in full force.

4. DELEGATION

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

5. NOTICES

- 5.1 Notices to a party to this Deed may be given in the same manner as under clause 17.10 of the Deed of Settlement.
- 5.2 The Grantee's address for notices under this clause is as follows:

[Insert the Grantee's address.]

6. DEFINITIONS AND INTERPRETATION

- 6.1 In this Deed unless the context otherwise requires:

"Deed" means this deed;

"Easement Area" means that part of the Grantor's Land over which the right of way under this Deed is granted as defined by Area "A" on SO 427227;

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.3 GLENHOPE (KAWATIRI) RIGHT OF WAY EASEMENT

“**Grantee**” also includes the registered proprietor of the Grantee’s Land and any licensee, lessee, employee, agent, contractor, invitee, successor or assignee of the Grantee;

“**Grantee’s Land**” means Sections 1 and 2 SO 427227

“**Grantor**” also includes any other owners from time to time of the Grantor’s Land; and

“**Grantor’s Land**” means Section 3 SO 427227.

6.2 In the interpretation of this Deed, unless the context otherwise requires:

6.2.1 the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Deed;

6.2.2 references to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and

6.2.3 the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

SIGNED as a Deed on [date]

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
as Grantor by the Conservator for the Nelson/)
Marlborough conservancy acting for the)
Minister of Conservation under delegated)
authority in accordance with sections 47 and)
and 58 of the Conservation Act 1987 and)
section 41 of the State Sector Act 1988 by:)
[Insert Name])

in the presence of:

Signature of Conservator for the Nelson/
Marlborough Conservancy

Signature of Witness

Witness Name:

Occupation:

Address:

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

5.3 GLENHOPE (KAWATIRI) RIGHT OF WAY EASEMENT

SIGNED for and on behalf of [the trustees of)
the **NGĀTI RĀRUA SETTLEMENT TRUST**])
as Grantee)
in the presence of:)

Signature of Witness

Witness Name:

Occupation:

Address:

(

(

5.4 TE TAI TAPU (SNAKE CREEK) RIGHT OF WAY EASEMENT

Clause 5.22.6

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.4: TE TAI TAPU (SNAKE CREEK) RIGHT OF WAY EASEMENT

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Nelson

BARCODE

Grantor

Surname must be underlined

[THE TRUSTEES OF THE NGĀTI RĀRUA SETTLEMENT TRUST]

Grantee

Surname must be underlined

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

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

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

Dated this

day of

20

Attestation

Signature of [the trustees of the] Ngāti Rārua Settlement Trust as Grantor	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>

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

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee]

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.4: TE TAI TAPU (SNAKE CREEK) RIGHT OF WAY EASEMENT

**Annexure
Schedule 1**

Easement instrument

Dated

Page 1 of 3 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	Marked "F" on SO 426795	Section 4 SO 426795	In Gross

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

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

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

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

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.4: TE TAI TAPU (SNAKE CREEK) RIGHT OF WAY EASEMENT

Annexure

Schedule 2

Easement instrument

Dated

Page 2 of 3 pages

Operative Clause

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

Right of Way Easement Terms

- 2 The Grantee together with the employees, tenants, agents, workmen, licensees and invitees of the Grantee and any other person lawfully entitled (including the public) shall have the full free right, liberty and licence from time to time and at all times by day and by night to pass and trespass over and along the Easement Land.
- 3 In exercising its rights under this Easement, the Grantee shall not interfere with the Grantor's use of the Easement Land.
- 4 The Grantee may not use the Easement Land or any part of the Easement Land other than for the purpose expressly set out in clause 2 of this Easement. In particular, the Grantee may not in any way obstruct the Easement Land.
- 5 Either or both the Grantee or Grantor may maintain an accessway on the Easement Land.
- 6 The cost of maintaining the accessway shall be borne by the parties in proportion to the amount, and nature, of their use of the Easement Land. It is acknowledged that, as of the date of this document, the easement land is maintained on a minimal basis by members of the public without the need for specialised machinery or financial input from the Grantee and the Grantee does not intend to make any future financial input. Neither party shall be liable to contribute to the improvement of the easement in the event that improvement is not necessary for their use. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party causing damage to the Easement Land then the cost of such maintenance and repair shall be borne by the party that caused the damage.
- 7 The Grantor shall not be responsible to the Grantee or to any other person for any loss or damage sustained by the Grantee or by any such person using any part of the Easement Land at its own risk in all respects.

General Terms

- 8 No power is implied for the Grantor to determine the Easement for breach of any provision (whether express or implied) or for any other cause, it being the intention of the parties that rights granted under this the Easement shall subsist for all time or until it is duly surrendered.
- 9 The covenants and powers contained in the Land Transfer Regulations 2002 in respect of easements shall apply to the extent that they are not expressly negated in this Easement. The rights set out in Schedule 5 to the Property Law Act 2007 are excluded from this Easement.

Dispute Resolution

- 10 If any dispute arises between the Grantor and Grantee concerning the rights created by this Easement the parties shall enter into negotiations in good faith to resolve their dispute.
- 11 If the dispute cannot be resolved by the parties themselves then they shall explore whether the dispute can be resolved by use of an alternative dispute resolution technique.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.4: TE TAI TAPU (SNAKE CREEK) RIGHT OF WAY EASEMENT

**Annexure
Schedule 2**

Easement instrument

Dated

Page 3 of 3 pages

Interpretation

- 12 If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the time being of the New Zealand Law Society. Such arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution. The parties' execution of this Easement shall be deemed a submission to arbitration.
- 13 In these conditions, unless the context otherwise requires:
- Easement* means the right of way easement recorded by this easement instrument; and
- Easement Land* means that part of the land marked "F" on SO 426795.
- 14 In the interpretation of this Easement, unless the context otherwise requires:
- 14.1 the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Easement;
- 14.2 references to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and
- 14.3 the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

5.5 TE TAI TAPU (SNAKE CREEK) CONSERVATION COVENANT

Clause 5.22.6

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.5: TE TAI TAPU (SNAKE CREEK) CONSERVATION COVENANT

"Conservation Values"	means the conservation values specified in Schedule 1.
"Covenant"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"Director-General"	means the Director-General of Conservation.
"Fence"	includes a gate
"Fire Authority"	means a fire authority as defined in the Forest and Rural Fires Act 1977.
"Land"	means the land described in Schedule 1.
"Minerals"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"Reserve Values"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

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

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.5: TE TAI TAPU (SNAKE CREEK) CONSERVATION COVENANT

- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2. OBJECTIVES OF THE COVENANT

- 2.1 The Land must be managed:
 - 2.1.1 for Conservation Purposes;
 - 2.1.2 so as to preserve the Reserves Values;
 - 2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3. IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
 - 3.1.1 grazing of the Land by livestock;
 - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or
 - 3.1.3 the planting of any species of exotic tree, shrub or other plant;
 - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
 - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
 - 3.1.6 any cultivation, earth works or other soil disturbances;
 - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
 - 3.1.8 the damming, diverting or taking of Natural Water;
 - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;
 - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.12 the erection of utility transmission lines across the Land.

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

5.5: TE TAI TAPU (SNAKE CREEK) CONSERVATION COVENANT

- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
 - 3.2.3 keep the Land free from exotic tree species;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
 - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;
 - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
 - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.
- 4. PUBLIC ACCESS**
- 4.1 The Owner must, subject to this Covenant, permit the public to enter upon the Land.
- 5. THE MINISTER'S OBLIGATION AND OTHER MATTERS**
- 5.1 The Minister must:
- 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.
 - 5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

5.5: TE TAI TAPU (SNAKE CREEK) CONSERVATION COVENANT

5.2 The Minister may:

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

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

6. JOINT OBLIGATIONS

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

7. DURATION OF COVENANT

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

8. OBLIGATIONS ON SALE OF LAND

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9. CONSENTS

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

10. MISCELLANEOUS MATTERS

10.1 Rights

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

10.2 Trespass Act

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

5.5: TE TAI TAPU (SNAKE CREEK) CONSERVATION COVENANT

10.2.2 For avoidance of doubt the rights described in clause 10.2.1 may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 Reserves Act

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

10.4 Registration

10.4.1 This Covenant must be signed by the parties and registered against the computer freehold register to the Land.

10.5 Acceptance of Covenant

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

10.6 Fire

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

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

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

10.6.3 This assistance provided under clause 10.6.2 will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

11. DEFAULT

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

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

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

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

5.5: TE TAI TAPU (SNAKE CREEK) CONSERVATION COVENANT

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

11.2.1 advise the defaulting party of the default;

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

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

12. DISPUTE RESOLUTION PROCESSES

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

12.2 Mediation

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

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

12.3 Failure of Mediation

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

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

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

13. NOTICES

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

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

(a) in the case of personal delivery, on the date of delivery;

(b) in the case of pre-paid post, on the third working day after posting;

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

5.5: TE TAI TAPU (SNAKE CREEK) CONSERVATION COVENANT

(c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

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

14. SPECIAL CONDITIONS

14.1 Special conditions relating to this Covenant are set out in Schedule 3.

14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

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

Signature of Witness

Witness Name

Occupation

Address

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.5: TE TAI TAPU (SNAKE CREEK) CONSERVATION COVENANT

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

Signature of Witness

Witness Name

Occupation

Address

5.5: TE TAI TAPU (SNAKE CREEK) CONSERVATION COVENANT

SCHEDULE 1

Description of Land:

Nelson Land District; Tasman District. 6.6158 hectares, more or less, being Part Section 4 SO 426795 as shown marked "D", "E" and "F" on SO 426795.

Conservation Values of the Land to be protected:

The intrinsic value of natural and historic qualities of the Land, and the appreciation and recreational enjoyment that may be derived by the public from the opportunity to visit this area and to access surrounding public conservation land.

The natural resources on the Land, with particular regard to the indigenous flora and fauna, which need to be preserved as far as possible in their natural state.

The intrinsic value of historic resources on the Land, represented by historic and archaeological sites.

Reserve Values of the Land to be protected:

To protect and enhance the natural character of the Land with particular regard to the indigenous flora and fauna. The Land is largely composed of regenerating shrubland and low forest dominated by kanuka and manuka, other species of significance are mingimingi, swamp coprosma, umbrella fern and ganhnia tussocks. Taller forest species are growing through and will replace the manuka canopy in places, including rimu, toro, heketara, kamahi, pukatea, kahikatea, hutu, kiekie, horopito.

Bird species using the covenant area are likely to include bellbird, tui, greywarbler, silvereye, harrier hawk, fernbird, tomtit, and brown creeper.

5.5: TE TAI TAPU (SNAKE CREEK) CONSERVATION COVENANT

SCHEDULE 2

Address for Service

The address for service of the Owner is:

[insert details]

The address for service of the Minister is:

c/- Area Manager, Golden Bay Area Office
62 Commercial Street
PO Box 166
Takaka 7142

Phone: +64 3 525 8026

Fax: +64 3 525 8444

GRANT of

Certified correct for the purposes of the
Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under section 27 of the
Conservation Act 1987 and
section 77 of the Reserves
Act 1977

[]

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

5.6 COOMBE ROCKS CONSERVATION COVENANT

Clause 5.22.7

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.6: COOMBE ROCKS CONSERVATION COVENANT

	under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"Reserve Values"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

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

2. OBJECTIVES OF THE COVENANT

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

5.6: COOMBE ROCKS CONSERVATION COVENANT

3. IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock;
 - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or
 - 3.1.3 the planting of any species of exotic tree, shrub or other plant;
 - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
 - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
 - 3.1.6 any cultivation, earth works or other soil disturbances;
 - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
 - 3.1.8 the damming, diverting or taking of Natural Water;
 - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.10 any other activity which might have an adverse effect on the Reserve Values;
 - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
 - 3.2.3 keep the Land free from exotic tree species;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and

5.6: COOMBE ROCKS CONSERVATION COVENANT

implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

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

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

3.3 The Owner acknowledges that:

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

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

4. THE MINISTER'S OBLIGATION AND OTHER MATTERS

4.1 The Minister must:

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

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

4.2 The Minister may:

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

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

5. JOINT OBLIGATIONS

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

6. DURATION OF COVENANT

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

5.6: COOMBE ROCKS CONSERVATION COVENANT

7. OBLIGATIONS ON SALE OF LAND

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

8. CONSENTS

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

9. MISCELLANEOUS MATTERS

9.1 Rights

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

9.2 Trespass Act

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

9.3 Reserves Act

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

9.4 Registration

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

9.5 Acceptance of Covenant

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

5.6: COOMBE ROCKS CONSERVATION COVENANT

9.6 Fire

- 9.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;
- 9.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:
- (a) requested to do so; or
 - (b) if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;
- 9.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

10. DEFAULT

- 10.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:
- 10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and
 - 10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.
- 10.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:
- 10.2.1 advise the defaulting party of the default;
 - 10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
 - 10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11. DISPUTE RESOLUTION PROCESSES

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

5.6: COOMBE ROCKS CONSERVATION COVENANT

11.2 Mediation

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

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

11.3 Failure of Mediation

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

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

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

12. NOTICES

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

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

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

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

13. SPECIAL CONDITIONS

13.1 Special conditions relating to this Covenant are set out in Schedule 3.

13.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.6: COOMBE ROCKS CONSERVATION COVENANT

Executed as a Deed

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

Signature of Witness

Witness Name

Occupation

Address

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

Signature of Witness

Witness Name

Occupation

Address

5.6: COOMBE ROCKS CONSERVATION COVENANT

SCHEDULE 1

Description of Land:

Marlborough Land District: 1.5782 hectares, more or less, being Sections 1 and 2 SO 429090.

Reserve Values of Land to be protected:

To protect and enhance the natural character of the Land with particular regard to the indigenous flora and fauna. Scientific investigation has been limited but there is a possibility of interesting discoveries. Seals are known to use the islands. The islands are likely to be in a near natural state particularly with protection from mainland predators like rats and stoats.

To protect the landscape amenity of the Land and indigenous vegetation. Coombe Rocks are an isolated group of islets fully exposed to the southerly storms that result in wind sculptured vegetation that adds to the islands' steep rocky topography and remote location.

The number of really exposed islets exposed to the extreme southerly weather conditions are few and their retention in a natural state is very important.

5.6: COOMBE ROCKS CONSERVATION COVENANT

SCHEDULE 2

Address for Service

The address for service of the Owner is:

[insert details]

The address for service of the Minister is:

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

Phone: +64 3 520 3002

Fax: +64 3 520 3003

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5.6: COOMBE ROCKS CONSERVATION COVENANT

GRANT of

Certified correct for the purposes of the
Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under section 77 of the Reserves
Act 1977

[]

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

5.7 TOKOMARU/MOUNT ROBERTSON RIGHT OF WAY EASEMENT

Clause 5.22.9

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.7: TOKOMARU/MOUNT ROBERTSON RIGHT OF WAY EASEMENT

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Nelson

BARCODE

Grantor

Surname must be underlined

[THE TRUSTEES OF NGĀTI RĀRUA SETTLEMENT TRUST AND THE TRUSTEES OF
TOA RANGATIRA TRUST]

Grantee

Surname must be underlined

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

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

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

Dated this

day of

20

Attestation

Signature of [the trustees of the Ngāti Rarua Settlement Trust] as Grantor	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>

Signature of [the trustees of the [Ngati Toa Rangatira Trust]] as Grantor	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>

	Signed in my presence by the Grantee
--	--------------------------------------

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.7: TOKOMARU/MOUNT ROBERTSON RIGHT OF WAY EASEMENT

<p>_____ Signature [common seal] of Grantee</p>	<p>_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i></p>
---	--

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee]

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.7: TOKOMARU/MOUNT ROBERTSON RIGHT OF WAY EASEMENT

**Annexure
Schedule 1**

Easement instrument

Dated

Page 1 of 3 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	Marked "A " on SO 426595	Section 1 SO 426595	In Gross

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

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

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

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

5.7: TOKOMARU/MOUNT ROBERTSON RIGHT OF WAY EASEMENT

**Annexure
Schedule 2**

Easement instrument

Dated

Page 3 of 3 pages

Dispute Resolution

- 11 If any dispute arises between the Grantor and Grantee concerning the rights created by this Easement the parties shall enter into negotiations in good faith to resolve their dispute.
- 12 If the dispute cannot be resolved by the parties themselves then they shall explore whether the dispute can be resolved by use of an alternative dispute resolution technique.
- 13 If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the time being of the New Zealand Law Society. Such arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution. The parties' execution of this Easement shall be deemed a submission to arbitration.

Interpretation

14. In these conditions, unless the context otherwise requires:

Easement means the right of way easement recorded by this easement instrument;
and

Easement Land means that part of the land marked "A" on SO 426795.

15. In the interpretation of this Easement, unless the context otherwise requires:

- 15.1 the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Easement;
- 15.2 references to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and
- 15.3 the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

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6. LEASES FOR LEASEBACK PROPERTIES

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6.1 LEASE WITH THE DEPARMENT OF CORRECTIONS FOR 1A PARK TERRACE

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

DEED OF LEASE

DATED

20

PARTIES

1. [TRUSTEES OF THE NGĀTI RĀRUA SETTLEMENT TRUST AND THE TE ĀTIAWA O TE WAKA-A-MĀUI TRUST] (Lessor)
2. HER MAJESTY THE QUEEN
acting by and through the Department of Corrections (Lessee)

BACKGROUND

- A. The Lessor is the owner of the Premises.
- B. The Lessor has agreed to lease the Premises to the Lessee and the Lessee has agreed to take the Premises on lease.

THIS DEED RECORDS THAT:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Definitions: In this lease, unless the context indicates otherwise:

Annual Rent means the annual rent set out in the First Schedule subject to changes resulting from the Lessor's exercise of any right to review the annual rent;

Authority means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the Premises or their use;

Building means the building and other improvements described in the First Schedule and includes:

- (a) **Any Part:** any part of the building and improvements;
- (b) **Fixtures and Fittings:** all plant, machinery, equipment, fixtures and fittings of the Lessor from time to time on, in or forming part of the building or improvements; and
- (c) **Alterations:** any extensions, alterations or repairs to the building or improvements;

Government Agency includes any department or instrument of the Executive Government of New Zealand and includes:

- (a) a body corporate or corporation sole (whether called a corporation, commission, council, board, authority or by any other name) that has been established or constituted by a public Act of Parliament and that is named in that Act;
- (b) a body corporate or organisation that is controlled or wholly owned by the Crown or by any such Department, institution, instrument, body corporate, corporation sole or organisation; and
- (c) a Crown entity within the meaning of the Crown Entities Act 2004.

GST means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution for that tax;

Insured Risks means loss, damage or destruction resulting from fire, flood, explosion, lightning, storm, earthquake and volcanic activity and any other risks which the Lessor reasonably requires to be insured against (or has covenanted with the Lessee to be insured against);

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

Land means the land described in the First Schedule;

Lessee means Her Majesty the Queen in any capacity and includes:

- (a) **Permitted Assigns:** the Lessee's permitted assigns;
- (b) **Agents:** the Lessee's agents, employees, contractors and invitees;
- (c) **Persons Under Control:** any person in the Premises under the Lessee's control or direction; and
- (d) **Successors:** the Lessee's successors;

Lessee's Improvements means the Lessee's property situated in or on the Premises and includes the Lessee's non-structural internal partitions, built-in furniture, blinds, curtains, shelving, signs, security devices and all equipment and plant owned by the Lessee and includes the Lessee's Improvements listed in the Third Schedule;

Lessor means [] and includes:

- (a) **Assigns:** the Lessor's assigns;
- (b) **Agents:** the Lessor's employees, contractors and agents; and
- (c) **Successors:** the Lessor's successors;

Lessor's Fixtures means the Lessor's fixtures, fittings, plant and equipment and includes the Lessor's Fixtures set out in the Second Schedule;

Month means a calendar month;

Outgoings means the Lessor's costs, expenses and charges properly or reasonably assessed or assessable in relation to:

- (a) **Building:** the Building;
- (b) **Control of Building:** the control, management and maintenance of the Building; and
- (c) **Use of Building:** the use or occupation of the Building;

but excludes costs, expenses or charges which are the direct and exclusive responsibility of the Lessor or the Lessee or any other occupier of the Building, and **Outgoing** means any one of those costs, expenses or charges;

Premises means the Building and the Land and includes the Lessor's Fixtures but excludes the Lessee's Improvements;

Service Centre means a facility to provide the administrative offices for the community probation service managed by the Lessee (or any similar service operated in addition to, or substitution for a community probation service), which may include a Community Work Centre established under section 30 of the Corrections Act 2004;

Service Manager means the Lessee's agent responsible for the management of the Service Centre;

Services means fire detection or protection systems, security systems, air conditioning systems, lifts, water, gas, electrical, plumbing and drainage installations and systems, traffic control systems for carparking areas and any other systems and services in, on or serving the Premises;

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

Structural Repairs means repairs, maintenance or renovations to the foundations, floors, columns, beams, trusses, roof and exterior wall claddings, gutters, downpipes and drains of the Building;

Term means the term of this lease and includes the Initial Term and (if this lease is renewed) the Renewal Term and (if this lease is further renewed) any further Renewal Term(s);

Utilities means all utility and other services connected and/or supplied to the Premises, including water, sewage, drainage, electricity, gas, telephone, telecommunications, cleaning, toiletries and rubbish collection; and

Working Day has the meaning given to it in the Property Law Act 2007.

1.2 Interpretation: In this lease, unless the context indicates otherwise:

- (a) **Building Act Terms:** the terms **Building Work, Compliance Schedule, Code Compliance Certificate, Specified Systems and Warrant of Fitness** have the meanings given to those terms in the Building Act 2004;
- (b) **Defined Expressions:** expressions defined in the main body of this lease have the defined meaning throughout this lease, including the background and schedules;
- (c) **First Schedule Terms:** the terms **Commencement Date, Default Interest Rate, Final Expiry Date, Lessee's Percentage, Permitted Use, Rent Payment Date(s), Rent Review Date(s), Initial Term and Termination Date**, together with the other terms specified in the First Schedule, will be interpreted by reference to the First Schedule;
- (d) **Headings:** clause and other headings are for ease of reference only and will not affect this lease's interpretation;
- (e) **Joint and Several Obligations:** where two or more persons are bound by a provision in this lease, that provision will bind those persons jointly and each of them severally;
- (f) **Parties:** references to any **party** are references to parties to this lease and include that party's executors, administrators, successors and permitted assigns;
- (g) **Persons:** references to a **person** include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having separate legal identity;
- (h) **Plural and Singular:** references to the singular include the plural and vice versa;
- (i) **Clauses/Schedules/Attachments:** references to clauses, schedules and attachments are to clauses in, and the schedules and attachments to, this lease. Each such schedule and attachment forms part of this lease;
- (j) **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- (k) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (l) **Inclusive Expressions:** the term **includes** or **including** (or any similar expression) is deemed to be followed by the words **without limitation**; and

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

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

- (m) **Documents:** references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

2. GRANT OF LEASE

- 2.1 **Lease of Premises:** The Lessor leases the Premises to the Lessee and the Lessee takes the Premises on lease for the Initial Term beginning on the Commencement Date and ending on the Termination Date at the Annual Rent as specified in the First Schedule.

- 2.2 **Ancillary Rights:** The Lessor grants to the Lessee the rights to use the Lessor's Fixtures.

3. RIGHT OF RENEWAL

- 3.1 **Preconditions:** If:

- (a) **Written Notice:** at least three months before the Termination Date, the Lessee gives the Lessor written notice of the Lessee's wish to renew this lease; and
- (b) **Compliance by Lessee:** the Lessee has complied with all of the Lessee's obligations under this lease;

then the Lessor will renew this lease at the Lessee's cost for the Renewal Term beginning on the day following the Termination Date.

- 3.2 **Rent on Renewal:** Subject to clause 3.4, the Annual Rent payable from the beginning of each Renewal Term will be:

- (a) **Current Market Rent:** the current market rent of the Premises at the beginning of the relevant Renewal Term; and
- (b) **Determined as if Rent Review:** determined using the terms of this lease relating to rent reviews as if the commencement date of the relevant Renewal Term were a Rent Review Date.

- 3.3 **Terms of Renewed Lease:** The renewed lease will be on the same terms as this lease but will exclude this present term for renewal unless further Renewal Term(s) are specified in the First Schedule. If so, the renewed lease will contain rights to renew for those further Renewal Term(s) to the same effect as clauses 3.1 to 4.1 (inclusive). The Term must never expire later than the Final Expiry Date.

- 3.4 **Reviews of Rent:** The Annual Rent payable during each Renewal Term will be subject to review on the Rent Review Date(s).

4. HOLDING OVER

- 4.1 **Holding Over:** If, other than under a grant of a further lease, the Lessor permits the Lessee to remain in occupation of the Premises after the expiry or earlier termination of the Term, the occupation will be a periodic tenancy only, determinable by 20 Working Days notice by either the Lessor or the Lessee to the other of them, at the rent then payable and otherwise on the same terms and conditions (as far as applicable to a periodic tenancy) as are contained in this lease.

5. RENT

- 5.1 The Lessee must pay:

- (a) **Annual Rent:** the Annual Rent by equal monthly payments in advance on the Rent Payment Dates;

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

- (b) **Monthly Payments:** the first monthly payment of the Annual Rent on the Commencement Date;
- (c) **No Deductions or Set-Off:** all rent and other money payable by the Lessee under this lease to the Lessor without any deduction or set-off; and
- (d) **Method:** all payments of rent by direct bank payment or as the Lessor may direct.

6. RENT REVIEW

- 6.1 **Process:** The Annual Rent is subject to review on the Rent Review Dates using the process set out in clauses 6.2 to 6.9 (inclusive).
- 6.2 **Lessor's Notice:** The Lessor may in the period of three months before each Rent Review Date give written notice to the Lessee (Lessor's Notice) setting out the Lessor's assessment of the current market rent of the Premises on that particular Rent Review Date.
- 6.3 **Lessee's Notice:** The Lessee may within 20 Working Days of receiving the Lessor's Notice (time being of the essence) by written notice to the Lessor (Lessee's Notice) dispute the current market rent set out in the Lessor's Notice. The Lessee's Notice must state the Lessee's assessment of the current market rent of the Premises on that particular Rent Review Date. If the Lessee does not give a Lessee's Notice, the Lessee will be taken to have accepted the current market rent set out in the Lessor's Notice.
- 6.4 **Resolution of Disputes:** If the Lessee gives a Lessee's Notice, the Lessor and the Lessee must enter into negotiations to resolve the dispute. If the Lessor and the Lessee do not reach agreement within 20 Working Days after the date of service of the Lessee's Notice, then the following terms will apply:
 - (a) **Appointment of Valuer:** the Lessor and the Lessee must within 10 Working Days after the expiry of the 10 Working Day negotiation period each appoint a registered valuer who is an associate member of The Property Institute of New Zealand Inc.;
 - (b) **Joint Determination:** the valuers appointed under clause 6.4(a) will jointly determine the current market rent of the Premises;
 - (c) **Sole Determination:** if either party fails to appoint a valuer under clause 6.4(a), the valuer appointed by the other party will determine the current market rent alone;
 - (d) **Appointment of Umpire:** before determining the rent, the valuers must jointly appoint an umpire and obtain the umpire's written acceptance of appointment;
 - (e) **Umpire Not Appointed:** if within 10 Working Days of the date of their appointment the valuers:
 - i. fail to appoint an umpire; or
 - ii. cannot agree on an umpire;then either party may ask the president of The Property Institute of New Zealand Inc. to appoint an umpire and obtain the umpire's written acceptance of appointment;
 - (f) **Determination by Valuers:** the appointed valuers (or the sole valuer, if clause 6.4(c) applies) will:
 - i. jointly determine the current market rent of the Premises on that particular Rent Review Date within 20 Working Days of the date of their appointment; and
 - ii. act as experts and not as arbitrators;

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

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

- (g) **Determination by Umpire:** if the valuers cannot agree on the current market rent of the Premises within 20 Working Days of their appointment or within any extended time agreed by the parties, then the umpire will determine the current market rent;
- (h) **Directions to Valuers or Umpire:** in determining the current market rent the valuers or the umpire must:
- i. have regard to current market rents payable at the relevant Rent Review Date in respect of comparable premises of similar quality and location to the Premises;
 - ii. have regard to the terms of this lease;
 - iii. determine the current market rent of the Premises at the relevant Rent Review Date as if the Term began on that date;
 - iv. consider any uses for which the Premises may be lawfully used and disregard any restrictions on use imposed by this lease;
 - v. disregard the value of the Lessee's Improvements, that part of the Term which has expired and any restriction on the Lessee's right to assign or transfer this lease or sublease the Premises; and
 - vi. disregard any defect in the Premises resulting from the Lessee's breach of any of the terms of this lease; and
- (i) **Costs of Determination:** all costs of the determination of the current market rent of the Premises by the valuers or the umpire will be borne as follows:
- i. if the current market rent as determined is either equal to or greater than the rent specified in the Lessor's Notice, by the Lessee;
 - ii. if the current market rent as determined is either equal to or less than the rent specified in the Lessee's Notice, by the Lessor;
 - iii. if the valuers or the umpire determine that one of the parties should bear all of the costs, or a proportion of the costs greater than one half, due to that party's impropriety, lack of cooperation or unreasonable conduct, then the parties must pay the costs in the proportions so specified; or
 - iv. in all other cases, by the Lessor and the Lessee equally.
- 6.5 **Rent Pending Review:** From the relevant Rent Review Date until the date of determination of the current market rent, the Lessee must pay the rent payable by the Lessee immediately before the relevant Rent Review Date.
- 6.6 **Lessor's Notice Late:** If the Lessor fails to serve the Lessor's Notice on the Lessee before any Rent Review Date, the Lessor will not forfeit the right to review the Annual Rent. If the Lessor serves the Lessor's Notice later than the relevant Rent Review Date, that notice whenever given will have the same force as if it were served before that Rent Review Date. In that case, the reviewed Annual Rent will be payable from the date of service of the Lessor's Notice.
- 6.7 **Deed of Variation:** The parties will sign a deed of variation prepared by the Lessor's solicitor(s) recording the reviewed Annual Rent.
- 6.8 **Moratorium on Rent:** If a statute, regulation, order or other lawful requirement imposing a rent moratorium or freeze has the effect of:
- (a) **Delaying Review:** delaying any periodic review of the Annual Rent under this lease; or

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

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

- (b) **Delaying Increase:** delaying the start of the payment of an increased Annual Rent which would be payable after a review of the Annual Rent;

the Lessor may elect to carry out the review by postponing the relevant Rent Review Date to a day on or after which the rent moratorium or freeze ceases to apply to this lease. The new Annual Rent will be established at and payable from that postponed Rent Review Date. The postponement of a Rent Review Date under this clause will not prevent a review of the Annual Rent taking place on the next Rent Review Date or otherwise postpone that next Rent Review Date.

6.9 Excess and Shortfall: If the new Annual Rent (after a review under this section):

- (a) **Shortfall:** is more than the rent actually paid by the Lessee from the relevant Rent Review Date to the date of determination of the new Annual Rent, the Lessee must immediately pay the arrears of rent to the Lessor; and
- (b) **Excess:** is less than the rent actually paid by the Lessee from the relevant Rent Review Date to the date of determination of the new Annual Rent, the Lessor must immediately refund the overpayment to the Lessee.

7. GST

7.1 Payment: The Lessee must pay to the Lessor all GST payable on the Annual Rent and other money payable by the Lessee under this lease. The Lessee must pay GST:

- (a) **Annual Rent:** on the Annual Rent on each occasion when any rent falls due for payment; and
- (b) **Other Money:** on any other money payable by the Lessee on demand.

7.2 Default: If:

- (a) **Lessee Fails to Pay:** the Lessee fails to pay the Annual Rent or other money payable under this lease (including GST); and
- (b) **Lessor Liable to Penalty:** the Lessor becomes liable to pay additional GST or penalty tax;

then the Lessee must pay the additional tax or penalty tax on demand.

8. OUTGOINGS

8.1 Outgoings: This lease is a gross lease. Except as provided in clause 9, the Lessee is not liable to pay Outgoings.

9. UTILITY CHARGES

9.1 Utility Charges: The Lessee must promptly pay to the relevant Authority or supplier all charges for Utilities which are separately metered or charged to the Premises.

9.2 Apportionment: The Lessee must pay to the Lessor on demand a fair and reasonable proportion of the charge for any Utility which is not separately charged to the Premises.

10. COSTS

10.1 Parties to Pay Own Costs: The parties will pay their own costs of and incidental to the negotiation, preparation and execution of this lease.

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

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

10.2 Lessee to Pay Costs: The Lessee must pay to the Lessor on demand:

- (a) **Legal Costs:** the Lessor's reasonable legal costs for the preparation and execution of any renewal, extension or variation of this lease (including any variation recording a rent review);
- (b) **Costs For Consents:** the Lessor's reasonable costs incurred in considering any request by the Lessee for the Lessor's consent to any matter contemplated by this lease; and
- (c) **Default Costs:** all costs, charges and expenses for which the Lessor becomes liable as a result of the Lessee's breach of any of this lease's terms.

10.3 Lessor's Obligation: The Lessor must pay all costs, expenses and charges relating to the Premises which are not the Lessee's responsibility under this lease.

11. INSURANCE

11.1 Lessor to Insure Building: The Lessor must at all times during the Term keep and maintain the Building insured in the names of the Lessor and the Lessee for their respective rights and interests to its full replacement value against the Insured Risks and such cover must extend to:

- (a) **Loss of Rent:** a 12 month indemnity in respect of consequential loss of rent;
- (b) **Lessor's Fixtures:** loss, damage or destruction of any of the Lessor's Fixtures; and
- (c) **Public Liability:** public liability.

11.2 Public Liability Insurance: The Lessee must keep a public liability insurance policy applicable to the Premises and the Permitted Use carried on in the Premises current throughout the Term. This policy must provide cover for:

- (a) **Set Amount:** the amount set out in the First Schedule (being the amount which may be paid out arising from any single accident or event); and
- (b) **Escalation:** any reasonable escalation in the policy limit, required by either party, subject to one month's notice, and mutual agreement.

11.3 Particulars of Insurance Policies: The insurance policies effected by the Lessee under clause 11.2 must:

- (a) **Recognition of Interest Insured:** recognise the Lessor and the Lessee for their respective rights and interests; and
- (b) **Approved Insurer Rating:** be with an insurer carrying a rating of no less than A-Standard & Poors/B+ A M Best.

11.4 Evidence of Insurance: Each party must, if required, produce to a certificate of insurance as evidence that the insurances required in clauses 11.1 and 11.2 have been, and continue to be, in effect.

12. MAINTENANCE

12.1 Maintenance of Premises: Subject to clause 12.2, the Lessee must:

- (a) **Keep in Same Repair:** maintain the interior of the Premises in the same state of repair as on the Commencement Date having regard to the condition at the Commencement Date; and

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

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

- (b) **On Termination:** at the expiry of the Term or on the earlier termination of this lease hand back the interior of the Premises to the Lessor in the same state of repair as on the Commencement Date.

12.2 Limitations on Lessee's Maintenance Obligations: The Lessee's obligations under clause 12.1 do not:

- (a) **Fair Wear and Tear:** extend to deterioration arising from fair wear and tear;
- (b) **Damage Caused by Fire etc:** extend to situations where the Premises are damaged by fire, flood, explosion, lightning, storm, earthquake, volcanic activity or to any risk against which the Lessor is (or has covenanted with the Lessee to be) insured, unless:
- (i) the damage was intentionally caused by the Lessee or by those for whom the Lessee is responsible;
 - (ii) the damage was the result of an act or omission by the Lessee or those for whom the Lessee is responsible and that act or omission:
 - (A) occurred on or about the Premises or on or about the land on which the Premises are situated; and
 - (B) constitutes an indictable offence within the meaning of the Summary Offences Proceedings Act 1957;then the Lessee is liable for the cost of making good that damage; or
 - (iii) any insurance moneys otherwise payable are rendered irrecoverable because of an act or omission of the Lessee or those for whom the Lessee is responsible; or
- (c) **Structural Repairs:** apply to Structural Repairs.

12.3 Further Maintenance/Repair Obligations: The Lessee must at the Lessee's expense:

- (a) **Services:** keep the Services in good repair and condition having regard to their condition at the Commencement Date;
- (b) **Keep Premises Clean:** keep the Premises clean, tidy and free of rubbish;
- (c) **Removal of Rubbish:** regularly remove all rubbish and waste from the Premises and keep all rubbish bins and waste disposal facilities in tidy condition;
- (d) **Trade Waste:** remove all trade waste from the Premises in compliance with all Authorities' requirements;
- (e) **Broken Glass:** replace all broken glass in the Premises;
- (f) **Light Bulbs:** replace all damaged or defective light bulbs and tubes in the Premises; and
- (g) **Pests:** prevent and exterminate any pest infestation in the Premises.

12.4 Lessor's Maintenance: The Lessor must at the Lessor's cost carry out:

- (a) **Structural Repairs:** any Structural Repairs; and

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

- (b) **Other Repairs:** any other repairs and maintenance which are required to keep and maintain the Building in good order and repair and suitable for the Lessee's use for the Permitted Use;

within a reasonable time of the need for those repairs and maintenance having been brought to the Lessor's notice either by the Lessee or any other person. The Lessor is not liable for any:

- (c) **Lessee's Maintenance:** repairs or maintenance for which the Lessee is responsible under this lease;
- (d) **Lessee's Default:** repairs or maintenance which are necessary as a result of the Lessee's act, default or negligence; or
- (e) **Lessee's Property:** damage to or destruction of any property in the Premises unless the damage or destruction results from the Lessor's failure to carry out repairs or maintenance within a reasonable time.

12.5 **Notification of Defects:** The Lessee must promptly notify the Lessor of any damage to or defect in the Premises of which the Lessee becomes aware.

13. USE OF PREMISES

13.1 **Permitted Use:** Subject to clause 13.2, the Lessee must only use the Premises for the Permitted Use.

13.2 **Change of Permitted Use:** The Lessee may use the Premises for a use or activity other than the Permitted Use but only with the Lessor's prior written consent. The Lessor must not withhold or delay the Lessor's consent for any proposed use:

- (a) **Suitable:** for which the Premises are reasonably suitable; and
- (b) **Authorities:** which complies with all Authorities' requirements.

13.3 **Restrictions on Use:** The Lessee must:

- (a) **Noxious Activities and Nuisances:** not carry on any noxious, noisy or offensive business or activity in or about the Premises or do anything which is or may become a nuisance or annoyance to the Lessor, but the carrying on of the Permitted Use by the Lessee in a reasonable manner will not of itself be a breach of this clause;
- (b) **Resource Management Act:** not do anything which is or may become a breach of any duty imposed on any person by the Resource Management Act 1991;
- (c) **Health and Safety in Employment Act:** not do anything which is or may become a breach of any duty imposed on any person by the Health and Safety in Employment Act 1992;
- (d) **Insurance:** not do anything which may result in any insurance relating to the Premises being refused or cancelled or the premium for that insurance being increased, unless the Lessee has first obtained any necessary extensions of cover from the insurer and has paid any additional premiums required by the insurer;
- (e) **Heavy Goods:** not bring on or keep in the Premises anything of a weight that will impose on the Premises a stress or strain greater than that for which the Premises were constructed; and
- (f) **Acts, By-laws etc:** comply with all acts, by-laws, regulations, rules and requisitions relating to the Premises and the Lessee's use of the Premises, but the Lessee is not liable to carry out any Structural Repairs required under any act, by-law, regulation or

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

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

requisition unless resulting from the Lessee's use of the Premises or the number or sex of persons allowed in the Premises by the Lessee.

13.4 **Cessation:** For the avoidance of doubt, the parties agree that any cessation or suspension of the use of the Premises for any period of time is not a breach of clause 13.1.

14. DESIGNATION

14.1 **Designation:** The Lessor consents to the Lessee maintaining a designation under the Resource Management Act 1991 for the construction, operation and maintenance of the Permitted Uses and for any use consented to under clause 13.2 for the Term of this Lease, and further consents to the inclusion of any new or further designation for such purposes in any operative or proposed District Plan.

14.2 **No Right to Object:** The Lessor agrees that it will not:

- (a) Complain or object to, or cause others to complain or object to, or publicly comment on, any variation, change or modification to existing or future lawful uses of the Land and any designations or consents either in place at the Commencement Date or lawfully granted to the Lessee at a later date, provided the variations, changes or modifications are related to, or ancillary to, the Permitted Uses or any use consented to under clause 13.2; or
- (b) Directly or indirectly lobby any Authority or other interested party, or directly or indirectly fund any objections, in relation to any variation, change or modification to existing or lawful future uses, designations or consents either in place at the Commencement Date or lawfully granted to the Lessee at a later date;

14.3 **No Right to Object to Permitted Uses:** The Lessor agrees that it will not complain or object to, or directly or indirectly fund any objection relating to, or otherwise publicly comment about, any activities on the Land in accordance with the Permitted Use or any use consented to under clause 13.2.

15. ALTERATIONS AND ADDITIONS

15.1 **Approvals:** Subject to the terms of this section, the Lessee must not make any alterations or additions to, or carry out any Building Work on, the Premises without first producing plans and specifications for the proposed work to the Lessor and:

- (a) **Lessor's Consent:** obtaining the Lessor's prior written consent; and
- (b) **Building Consent:** obtaining and providing the Lessor with a copy of all Building Consents required to enable the relevant Building Work to be carried out lawfully.

15.2 **Building Act:** The Lessee must:

- (a) **Building Consent:** carry out all Building Work in conformity with the Building Consents produced to the Lessor under clause 15.1(b); and
- (b) **Compliance Certificate:** obtain a Code Compliance Certificate on completion of any Building Work.

16. SIGNS

16.1 **Signage Permitted:** The Lessee may affix or paint any sign, nameplate, notice or advertising device on or to the Premises with the Lessor's prior written consent (not to be unreasonably withheld) provided that such signage is in compliance with all relevant Authorities' requirements. To avoid doubt, the parties agree that any signage owned by the Lessee and affixed to the Premises on the Commencement Date, is deemed to be authorised under this clause.

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

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

- 16.2 **Removal:** At or before the expiry or earlier termination of the Term, the Lessee must:
- (a) **Remove Signs etc:** remove all signs, nameplates, notices and advertising devices affixed to or painted on the Premises; and
 - (b) **Restore Premises:** restore all affected parts of the Premises to the Lessor's reasonable requirements.
- 17. ASSIGNMENT AND SUBLEASING**
- 17.1 **Control of Assignment and Subleasing:** Subject to the terms of this section and in particular clauses 17.5 and 17.6, the Lessee may not:
- (a) **Assign:** assign any interest in this lease; or
 - (b) **Sublease:** sublease, part with possession or share occupation of the whole or any part of the Premises.
- 17.2 **Lessor's Consent:** The Lessee may with the Lessor's prior written consent:
- (a) **Assign:** assign the Lessee's entire interest in this lease; or
 - (b) **Sublease:** sublease the whole or any part of the Premises.
- 17.3 **Conditions:** Without limiting the grounds on which the Lessor may withhold consent under clause 17.2, the Lessor may, as a condition of any consent, require prior compliance with any one or more of the following conditions:
- (a) **Standing of Assignee:** the Lessee must show to the Lessor's reasonable satisfaction that the proposed assignee or sublessee is responsible and, in the case of an assignment, financially sound;
 - (b) **Performance by Lessee:** the Lessee must have performed all of the Lessee's obligations under this lease up to the date of the proposed assignment or grant of the sublease;
 - (c) **Deed of Covenant:** in the case of an assignment, the assignee must execute a deed of covenant with the Lessor, agreeing to perform the Lessee's obligations under this lease, but without releasing the assignor or any other person from liability under this lease; or
 - (d) **Assignment to a Company:** in the case of an assignment to a company, the shares in which are not listed on the New Zealand Stock Exchange, the Lessor may require the directors and shareholders of the assignee to guarantee the assignee's obligations under the deed of covenant executed by the assignee.
- 17.4 **Costs:** The Lessee must pay the Lessor's reasonable costs for any consent or application for consent under this section (including the Lessor's legal costs) and the costs of investigating the suitability of the proposed assignee or sublessee.
- 17.5 **Transfer of Service Centre :** If, by any statutory provision or regulation enacted during the Term of this Lease, the Lessee is obliged, or otherwise agrees, to transfer or assign management of the Service Centre or any aspect of such management to a third party, the provisions of clause 17.1 to 17.3 will not apply to such a transfer or assignment and the Lessee will be entitled to transfer or assign its interest as Lessee under this Lease or any aspect of management of the Service Centre to such a third party without further reference to the Lessor, who will be deemed to have approved such a transfer or assignment, and will immediately sign any document necessary to give effect to such a transfer or assignment, if so requested by the Lessee.

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

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

17.6 **Transfer to a Government Agency:** If the Lessee proposes to transfer, assign or sublet its interest as Lessee under this Lease to any Government Agency, it must provide the Lessor with not less than 10 Working Days notice in writing of the proposed transfer, assignment or sublease. The Lessee may then transfer, assign or sublet its interest as Lessee under this Lease to any Government Agency without further reference to the Lessor, who will be deemed to have approved such a transfer, assignment or sublease, and will immediately sign any document necessary to give effect to such a transfer, assignment or sublease, if so requested by the Lessee.

18. LESSOR'S RIGHTS OF ENTRY

18.1 **Entry to Premises by Lessor:** Subject to clauses 18.3 to 18.8, the Lessor may enter the Premises with all necessary materials and equipment to:

- (a) **Inspect Premises:** on no more than two occasions in each calendar year, inspect the condition and state of repair of the Premises;
- (b) **Carry out Repairs:** carry out repairs or other works which are not the Lessee's responsibility under this lease;
- (c) **Compliance with Statutes etc:** carry out any works to comply with any statutes, regulations, by-laws, ordinances, orders, proclamations, requirements of or notices by any Authority or the requirements or recommendations of the Building's insurer except where those works are the Lessee's responsibility; or
- (d) **Lessee's Default:** carry out any work which is the Lessee's responsibility and which the Lessee has failed to carry out.

subject to compliance with the conditions of entry set out in this section 18.

18.2 **Access for Re-Letting:** Subject to clauses 18.3 to 18.8 (inclusive), the Lessee will, at all reasonable times, permit the Lessor, its duly authorised agents, prospective tenants of the Premises and other persons with written authority from the Lessor, to view the premises for the purposes of re-letting, during the period of three (3) months immediately preceding the expiration of the Term.

18.3 **Conditions of Entry:** Entry under clauses 18.1 and 18.2 is subject to:

- (a) the Lessor providing the Lessee with at least 24 hours prior notice, in writing (except in the case of emergency, in which case immediate access will be provided); and
- (b) compliance with the Lessee's safety and access protocols including direct supervision at all times by an authorised representative of the Lessee;
- (c) entry being limited to two persons named in the notice under clause 18.3(a), authorised by the Lessee and approved in writing by the Lessee, in advance of entry.

18.4 **Lessor's Acknowledgement:** The Lessor acknowledges that the Premises is used as a Service Centre and that the Service Manager will have the discretion to impose such reasonable conditions on the Lessor's ability to enter the Premises under this section 18, as the Service Manager thinks necessary or appropriate to the operational requirements of the Service Centre and to maintain the privacy of clients of the Service Centre.

18.5 **Lessor's Representations:** The Lessor may make representations to the Service Manager regarding the times of entry to the Premises under this section 18, but the Lessor acknowledges that the Service Manager may at his/her discretion upon the giving of either oral or written notice, vary any consent to entry given under this Lease if the Service Manager deems this necessary or appropriate to the operational requirements of the Service Centre and to maintain the privacy of clients of the Service Centre.

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

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

- 18.6 **Compliance with Statutes:** When exercising any of the rights under this section, the Lessor will at all times comply with all statutes, ordinances bylaws, or other enactments affecting or relating to the Premises including (but not limited to) the Corrections Act 2004 and the Corrections Regulations 2005, and with all instructions which may be given by the Service Manager or any Authority, and will keep the Lessee indemnified in respect of any non-compliance by the Lessor.
- 18.7 **Powers:** The Lessor acknowledges that in the event that the Service Centre ceases to have a Service Manager, the Service Manager's powers under this Lease may be exercised by any agent, employee or servant of the Lessee to whom a written authorisation in this regard is made or by an assignee under clause 17.
- 18.8 **Minimise Disturbance to Lessee:** The Lessor will take reasonable steps to minimise any disturbance to the Lessee when exercising the entry rights granted under clauses 18.1 and 18.2.

19. QUIET ENJOYMENT

- 19.1 If the Lessee pays the Annual Rent and performs the Lessee's obligations in this lease, the Lessee will be entitled to quiet enjoyment of the Premises without interruption by the Lessor or any person claiming under the Lessor.

20. DESTRUCTION AND REINSTATEMENT

- 20.1 **Total Destruction:** If the Premises are:

- (a) **Destroyed:** destroyed; or
- (b) **Damaged:** so damaged as to be substantially untenable or unfit for the conduct of the Permitted Use or to require, in the Lessor's reasonable opinion, demolition of the Building;

then this lease will terminate with effect from the date of that damage or destruction.

- 20.2 **Partial Destruction:** If the Premises are damaged but not so as to give rise to termination of this lease under clause 20.1, the Lessor will with all reasonable speed reinstate the Premises using materials, building techniques and designs which the Lessor chooses. The reinstated Premises must be reasonably adequate to enable the Lessee to carry out the Permitted Use.

- 20.3 **If Reinstatement Prevented:** The Lessor is not required to reinstate under clause 20.2 if:

- (a) **Insurance Proceeds Unavailable:** there are insufficient insurance proceeds available to the Lessor;
- (b) **Mortgagee:** any mortgagee of the land on which the Building is erected requires the insurance proceeds to be applied otherwise than to reinstatement of the Premises; or
- (c) **Consents and Approvals:** any necessary Building Consent, resource consent or other approval is not available from any Authority;

in which case this lease will terminate with effect from the date of the damage.

- 20.4 **Reduction of Rent:** If clause 20.2 applies, a fair proportion of the Annual Rent and Outgoings will cease to be payable with effect from the date of the damage until the completion of the reinstatement. In calculating the amount of the rent reduction, the parties will take into account:

- (a) **Nature and Extent of Damage:** the nature and extent of the damage; and

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

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

- (b) **Reduction in Benefit:** the reduction in the benefit of the use and occupation of the Premises caused to the Lessee; and
- (c) **Loss of Rent Insurance:** any payment made to the Lessor under a policy for consequential Loss of Rent Insurance.

20.5 Failure to Reinstate: If:

- (a) **Reinstatement Not Prevented:** clause 20.3 does not apply;
- (b) **Lessee Requires Reinstatement:** the Lessee gives the Lessor written notice requiring the reinstatement work to be done; and
- (c) **Reinstatement Not Done:** the Lessor fails to carry out the Lessor's obligations under clause 20.2 within a reasonable time after receiving the Lessee's notice;

then the Lessee may terminate this lease by giving a further written notice to the Lessor.

20.6 Earlier Breaches: Termination of this lease under this section will not prejudice either party's rights relating to any earlier breach of this lease.

21. RE-ENTRY

21.1 No Right of Re-Entry: Notwithstanding section 218 and clause 12 of Schedule 3 of the Property Law Act 2007, and pursuant to section 217 of that Act, and due to the nature of the Permitted Uses and the need to ensure the ongoing operational integrity of the Service Centre, the Lessor agrees that it may not cancel the lease because of the breach of any covenant or condition by the Lessee (including a covenant or condition to pay rent).

22. LESSEE'S RIGHT OF EARLY TERMINATION

22.1 Lessee's Ability to Terminate: The Lessee may, in its sole discretion and without giving any reasons, terminate this Lease by providing no less than twenty-four months notice in writing at any time to the Lessor.

22.2 Right to Terminate Without Prejudice to Rights Accrued: This Lease and the parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have accrued up to the date of termination.

23. RIGHT OF FIRST REFUSAL FOR LESSOR'S INTEREST

23.1 Sale of Premises: If at any time before the expiry or earlier termination of the Term, the Lessor:

- (a) decides to sell or transfer the Lessor's interest in the Land; or
- (b) receives an offer to purchase the Lessor's interest in the Land and wishes to accept that offer;

*the Lessor must, as soon as practicable, give written notice (**Lessor's Notice**) to the Lessee setting out the terms on which the Lessor wishes to sell the Land, or the terms of the offer received (as the case may be). In the case of the Lessor's desire to sell, the offer must comprise the agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District Law Society, modified as set out in clause 23.8.*

23.2 Exercise of Option: The Lessee will have 40 Working Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right

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

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

to purchase the Land, by serving written notice on the Lessor (Lessee's Notice) accepting the offer contained in the Lessor's Notice.

- 23.3 **Lapse of Option:** If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 23.2, then the Lessor may sell or transfer the Lessor's interest in the Land to any other person on no more favourable terms than those previously offered to the Lessee.
- 23.4 **Re-offer on Better Terms:** If the Lessor wishes, or agrees, to offer more favourable terms for selling or transfer of the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms, by written notice to the Lessee (Lessor's Second Notice). This offer must comprise the agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District Law Society, modified as set out in clause 23.8.
- 23.5 **Acceptance of Second Offer:** The Lessee will only have 20 Working Days after and excluding the date of receipt of the Lessor's Second Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Lessor's interest in the Land on those more favourable terms, by serving written notice on the Lessor (Lessee's Second Notice) accepting the offer contained in the Lessor's Second Notice.
- 23.6 **Lapse of Second Option:** If the Lessee does not serve the Lessee's Second Notice on the Lessor in accordance with clause 23.5, then the Lessor may sell the Lessor's interest in the Land to any other person (including the party who originally made the offer under clause 23.1(b), if applicable) on any terms the Lessor thinks fit.
- 23.7 **Formation of Contract:** On the Lessee serving a valid Lessee's Notice or Lessee's Second Notice (as the case may be), the parties will be taken to have entered into a contract for the sale and purchase of the Lessor's interest in the Land on the terms contained in the Lessor's Notice or the Lessor's Second Notice (as the case may be) (Contract).
- 23.8 **Terms of Contract:** The terms of the Contract will be modified as follows:
- (a) **Title:** the Lessee will be deemed to have accepted the title to the Lessor's interest in the Land;
 - (b) **No Requisition:** the provisions of the Contract under which the Lessee has the right to requisition or object to the title to the Lessor's interest in the Land will not apply; and
 - (c) **Completion:** the Lessee will not be required to complete the purchase earlier than 20 Working Days from the date of service of the Lessee's Notice or Lessee's Second Notice (as the case may be).

24. NO WAIVER

- 24.1 The Lessor's waiver or failure to act in response to the Lessee's breach of any of the Lessee's obligations in this lease will not operate as a waiver of:
- (a) **Waiver of Breach:** the same breach on any later occasion; or
 - (b) **Waiver of Obligations:** any other obligations in this lease.

25. DIFFERENCES AND DISPUTES

- 25.1 **Disputes:** If a dispute or difference arises between the Lessor and the Lessee, the dispute must be resolved in accordance with the provisions of this clause.

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

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

- 25.2 **Resolution of Disputes:** Nothing in this clause prevents:
- (a) a party seeking urgent injunctive or declaratory relief from a court in connection with a dispute without first having attempted to negotiate or settle the dispute in accordance with this clause; or
 - (b) the parties meeting at any time to seek to resolve a dispute.
- 25.3 **Notice of Dispute:** If the Lessor or the Lessee becomes aware of a dispute between the Lessor and the Lessee, that party must notify the other party of the existence and nature of the dispute by serving on the other party a notice setting out detailed particulars of the dispute ("Notice of Dispute").
- 25.4 **Request for Further Information:** A party who receives a Notice of Dispute under clause 25.3 may, within 5 Working Days after such receipt, on reasonable grounds, require the party who served the Notice of Dispute to provide further or more detailed information relating to the dispute.
- 25.5 **Negotiation:** Upon receipt of a Notice of Dispute and, if applicable, the provision of further or more detailed information in relation to the dispute, the parties must negotiate to resolve the dispute as follows:
- (a) **Meeting of Representatives:** one or more representatives of each party will meet, within 10 Working Days of the receipt of the Notice of Dispute or the further information, if any (whichever is later) to discuss and attempt to resolve the dispute; and
 - (b) **Meeting of Chief Executives:** if those representatives do not resolve the dispute within 5 Working Days of their first meeting, then within 10 Working Days of that first meeting, the Chief Executives or Chairpersons of the parties must meet to discuss and attempt to resolve the dispute.
- 25.6 **Appointment of a Mediator:** If a dispute is not resolved within 10 Working Days of the meeting of the Chief Executives or Chairpersons of the parties under clause 25.5(b), then the dispute must be referred to a mediator. The parties must agree upon the selection and appointment of a mediator who will act in respect of the dispute.
- 25.7 **Failure to Appoint Mediator:** If no agreement is reached on the selection and appointment of a mediator within 15 Working Days of the meeting of the Chief Executives or Chairpersons under clause 25.5(b), then either party may request the president of the Arbitrators and Mediators Institute of New Zealand Incorporated to appoint a mediator.
- 25.8 **Initial Mediation Meeting:** The parties must as soon as practicable after notification of the dispute to the mediator, meet in the presence of the mediator to:
- (a) identify the subject matter of the dispute;
 - (b) identify the provisions of this Lease relevant to the dispute;
 - (c) discuss each other's position in relation to the dispute;
 - (d) listen to any comments made by the mediator; and,
 - (e) attempt to resolve the dispute by mutual agreement.
- 25.9 **Mediation:** The mediation will be conducted by the mediator at a time, place and in a manner agreed between the parties or otherwise determined by the mediator.
- 25.10 **Role of Mediator:** The parties agree that the mediator will act as an aid to assist them to resolve the dispute and not as an arbitrator or decider of any matter.

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

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

25.11 Costs of Mediation: The parties will share equally the costs of the mediation unless otherwise agreed by the parties.

25.12 Arbitration: If the dispute is not resolved by mediation within a further 20 Working Days after the appointment of a mediator, either party may then require the dispute to be referred to arbitration. If this clause is invoked:

- (a) the dispute will be referred to arbitration by a sole arbitrator in accordance with the Arbitration Act 1996;
- (b) the arbitration will take place in New Zealand; and
- (c) the award in the arbitration will be final and binding on the parties.

25.13 Time Limits: The parties may agree to extend any of the time limits in this clause.

25.14 Appointment of Arbitrator: If the parties are unable to agree on the arbitrator, an arbitrator will be appointed, upon the request of any party, by the President of the Arbitrators and Mediators Institute of New Zealand Incorporated. That appointment will be binding on all parties to the arbitration with no right of appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject to this clause and varied accordingly.

25.15 Rent Review Excluded: This clause does not apply to any rent review under clause 11.

26. NOTICES

26.1 Service of Notices: Any notice or document required or authorised to be given or served under this lease must be given or served:

- (a) **Sections 245 or 246 Property Law Act:** in the case of a notice under sections 245 or 246 of the Property Law Act 2007, in the manner prescribed by section 353 of that Act; and
- (b) **Other Cases:** in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - i. in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
 - ii. by personal delivery, or by posting by registered mail or ordinary mail, or by facsimile, or by email.

26.2 Time of Service: In respect of the means of service specified in clause 26.1(b)(ii) any notice or other document will be treated as given or served and received by the other party:

- (a) **Personal Delivery:** when received by the addressee;
- (b) **Post:** three Working Days after being posted to the addressee's last known address in New Zealand;
- (c) **Facsimile:** on completion of an error free transmission, when sent by facsimile; or
- (d) **Email:** when acknowledged by the addressee by return email or otherwise in writing.

26.3 Signature of Notices: Any notice or document to be given or served under this lease must be in writing and may be signed by:

- (a) **Party:** the party giving or serving the notice;
- (b) **Attorney:** any attorney for the party serving or giving the notice; or

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

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

- (c) **Authorised Person:** the solicitor or any director, officer, employee or other agent who has authority to give or serve the notice.

27. PROPERTY LAW ACT

- 27.1 The covenants and powers contained in clauses 4, 5, 6, 9, 10, 11 and 12 of Part 2 and clause 13 of Part 3 of Schedule 3 of the Property Law Act 2007 will not be implied in this lease and are expressly negated.

28. LEASE NOT REGISTRABLE

- 28.1 The Lessor does not warrant that this lease is in registrable form. The Lessee must not require registration of this lease against the title to the Premises.

29. LESSOR'S CONSENT

- 29.1 **Consent Required on Each Occasion:** The Lessor's consent under this lease is required for each occasion even if the Lessor has given a consent for the same or a similar purpose on an earlier occasion.

- 29.2 **Consent not to be Unreasonably Withheld:** If this lease states that the Lessor's consent is required for anything done or proposed to be done, then unless otherwise stated, in each case, the Lessor:

- (a) must not unreasonably withhold consent; and
- (b) must, within a reasonable time of the Lessor's consent being requested:
 - (b) grant that consent: or
 - (c) notify the Lessee in writing that the consent is withheld.

30. GENERAL

- 30.1 **Further Assurances:** Each party will do all things and execute all documents reasonably required to give effect to the provisions and intent of this lease.

- 30.2 **Governing Law and Jurisdiction:** This lease is governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this lease.

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

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

EXECUTED AND DELIVERED AS A DEED

SIGNED for and on behalf of _____)
[_____])
as Lessor in the presence of: _____)

[insert capacity of signatory]

Signature of witness

[insert capacity of signatory]

Witness Name

Occupation

Address

NB: If signing for and on behalf of a company and two directors sign, no witness is necessary. If signed by a single director and/or authorised signatory, the signature(s) must be witness by an independent adult.

SIGNED by **HER MAJESTY THE QUEEN** _____)
acting by and through the Chief Executive of the _____)
Department of Corrections as Lessee _____)
in the presence of: _____)

R Smith

Signature of witness

Witness Name

Occupation

Address

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

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

**FIRST SCHEDULE
REFERENCE SCHEDULE**

Lessor:	[Trustees of Ngāti Rarua Settlement Trust / Te Ātiawa o Te Waka-a-Māui Trust]
Lessor's Address:	[to insert]
Lessee:	Her Majesty the Queen acting by or through the Department of Corrections
Lessee's Address:	Department of Corrections Mayfair House 44-52 The Terrace Private Box 1206 Wellington
Description of Building:	[to insert]
Description of Land:	Lot 1 Deposited Plan 308153, being all the land comprised and described in Computer Freehold Register 31643.
Initial Term:	12 years
Commencement Date:	[to insert]
Termination Date:	[to insert] [12 years after the Commencement Date]
Renewal Terms:	3 terms of 3 years each
Final Expiry Date	[to insert] [21 years after Commencement Date]
Annual Rent:	[\$[to insert] plus GST
Monthly Rent Instalment:	[\$[to insert] plus GST
Rent Payment Dates:	[to insert]
Rent Review Date(s):	every third anniversary of the Commencement Date
Permitted Use:	(a) a Service Centre carrying out the office and administrative functions of a community probation service which may also include the operation of a Community Work Centre established under section 30 of the Corrections Act 2004; and (b) provision for a secondary use for government works including works under the Public Works Act 1981 if part of the premises is not required for the purposes of a Service Centre.
Public Liability Insurance:	\$5,000,000.00

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

SECOND SCHEDULE

LESSOR'S FIXTURES

- List

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.1: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

THIRD SCHEDULE
LESSEE'S IMPROVEMENTS

[to insert]

**6.2 LEASE WITH THE MINISTRY OF SOCIAL DEVELOPMENT
FOR LEASEBACK PROPERTIES**

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.2: LEASE WITH THE MINISTRY OF SOCIAL DEVELOPMENT FOR LEASEBACK PROPERTIES

Form F

Lease instrument

(Section 115 Land Transfer Act 1952)

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
NL5B/614	All	Lot 1 Deposited Plan 9864

Lessor

NGATI RARUA

Lessee

See attached annexure schedule

Estate or interest to be encumbered

Insert e.g. Fee simple; Leasehold in Lease No. etc.

Fee simple

Lease Memorandum Number (if applicable)

Term

A perpetually renewable twenty year term from and including []

Rental

Lease and Terms of Lease

If required, set out the terms of lease in Annexure Schedules

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the above Lease Memorandum or in the Annexure Schedule(s) (if any).

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.2: LEASE WITH THE MINISTRY OF SOCIAL DEVELOPMENT FOR LEASEBACK PROPERTIES

Continuation of Lessee

HER MAJESTY THE QUEEN acting by and through the **Ministry of Social Development**

Continuation of Attestation

Signed by Her Majesty The Queen by [name]
in the presence of:

[Name]

Witness signature _____

Full name _____

Occupation _____

City/Town _____

I [Name] have a delegation under section 41 of the State Sector Act 1988 to sign for the **Ministry of Social Development**.

[Name]

Date

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

6.2: LEASE WITH THE MINISTRY OF SOCIAL DEVELOPMENT FOR LEASEBACK PROPERTIES

Table of contents

Schedule A

Schedule B

- 1 Definitions, Interpretation and Exclusions
- 2 Rent and Outgoings
- 3 Use of Land
- 4 Assignment/Subletting
- 5 Lessee's Improvements on Termination of Lease
- 6 Insurance, Destruction and Redevelopment
- 7 Default by Lessee
- 8 Renewal of Lease
- 9 Costs
- 10 Quiet Enjoyment
- 11 Registration
- 12 Contamination

Schedule C

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

6.2: LEASE WITH THE MINISTRY OF SOCIAL DEVELOPMENT FOR LEASEBACK PROPERTIES

Schedule A

LESSOR AND LESSOR'S ADDRESS	Ngati Rarua
LESSEE AND LESSEE'S ADDRESS	Her Majesty The Queen acting by and through the Ministry of Social Development PO Box 1556 Wellington Tel: (04) 916 3300 Fax: (04) 918 0099 Contact person: National Property Manager
ADDRESS OF LAND	22 Bridge Street, Nelson
TERM OF LEASE	Twenty years from the Date of Commencement
DATE OF COMMENCEMENT	T.B.A.
FURTHER TERMS	Perpetually renewable twenty year terms
RENEWAL DATES	On the 20 th anniversary of Commencement Date (if renewed) and each 20 th anniversary of each renewal dated thereafter (if renewed)
ANNUAL RENT	[]
FREQUENCY OF PAYMENT	Quarterly in Advance
RENTAL REVIEW DATES	Those dates every five (5) years from the Date of Commencement including each Renewal Date
USE OF LAND	Actual Use: Any use associated with the activities of the Ministry of Social Development Permitted Use: Any use consistent with the Improvements on the Land from time to time, being such other use determined in accordance with the requirements of clause 3

6.2: LEASE WITH THE MINISTRY OF SOCIAL DEVELOPMENT FOR LEASEBACK PROPERTIES

Schedule B

1. Definitions, Interpretation and Exclusions

1.1 Definitions: In this Lease, unless a contrary intention appears:

'**Authority**' means each and every local body, territorial, government or other authority having jurisdiction or authority over or in respect of the Land and/or the Improvements or the use thereof.

'**Crown**' means the Sovereign in right of New Zealand; and includes:

- (a) all Ministers of the Crown and all departments;
- (b) an Office of Parliament;
- (c) a Crown entity as set out in section 7(1) of the Crown Entities Act 2004; and
- (d) a State enterprise named in Schedule 1 of the State-Owned Enterprises Act 1986.

'**Improvements**' means all Improvements whether constructed or installed on the Land before or at any time hereafter including any building, structure or other improvements on or fixed to the Land and any concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, fixtures and fittings, any subsoil works constructed or installed, sealed yards, paths, lawns, gardens and other like property of any kind, which Improvements shall at all times belong to the Lessee.

'**the Land**' means the land described on the first page of this Lease and where not repugnant to the context includes the Lessor's Improvements.

'**the Lessee**' means the Lessee the executors administrators or successors and permitted assigns or subtenants or licensees of the Lessee and where not repugnant to the context the servants, contractors and agents of the Lessee.

'**the Lessor**' means the Lessor and its successors and assigns, and where not repugnant to the context the servants, contractors and agents of the Lessor (including for the purpose of giving notice any management agent appointed from time to time by the Lessor).

'**Person**' shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organization and trust in each case whether or not having separate legal personality.

'**Registered Valuer**' means a person who is a full, registered member of the NZ Property Institute (or any successor organization) and who is competent to practice as a valuer of the kind of premises demised by the Lease and currently practicing in the market at the time of appointment.

'**Working Day**' means any day of the week other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Waitangi Day and the Anniversary Day celebrated in Nelson; and
- (b) a day in the period starting on 24 December in any year and ending on 5 January in the following year, both days included.

6.2: LEASE WITH THE MINISTRY OF SOCIAL DEVELOPMENT FOR LEASEBACK PROPERTIES

A Working Day shall be deemed to start at 9:00 am and finish at 5:00 pm.

1.2 Interpretation

- (a) Words importing the singular number shall include the plural, the masculine gender shall include the feminine, persons shall include companies, and vice versa.
- (b) Any provision of this Lease to be performed by 2 or more persons shall bind those persons jointly and severally.
- (c) The Index to this Lease and any headings and marginal notations in this Lease have been inserted for convenience only and shall not in any way limit or govern the construction of the terms of this Lease.
- (d) Any reference in this Lease to any statute or regulation is deemed to include all amendments and revisions made from time to time to that statute or regulation.
- (e) Any reference in this Lease to a 'month' or 'monthly' shall mean, respectively, calendar month or calendar monthly.

1.3 Exclusion of Statutory Provisions

- (a) The covenants conditions agreements and restrictions implied herein by the Property Law Act 2007 are hereby modified or negated to the extent that the same are inconsistent with or contradictory or repugnant to the covenants, conditions, agreements and restrictions contained in this Lease, but not otherwise.
- (b) To the extent permitted by law the application to this Lease of any moratorium or other law, act or regulation having the effect of extending the term, reducing or postponing the payment of rent or other moneys payable under this Lease or otherwise affecting the operation of the terms of this Lease is expressly excluded and negated.

1.4 Lessor's Consent

Where the Lessor's consent or approval is required pursuant to any provision of this Lease such consent or approval shall not be unreasonably or arbitrarily withheld unless otherwise herein provided. Such consent or approval shall be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion.

1.5 Relationship of Parties

Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of partnership or of principal and agent or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provisions contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of lessor and lessee upon the terms provided in this Lease.

1.6 Severability

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall be or become invalid or unenforceable the remaining terms conditions and covenants shall not be affected thereby.

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

6.2: LEASE WITH THE MINISTRY OF SOCIAL DEVELOPMENT FOR LEASEBACK PROPERTIES

1.7 Non-Merger

The covenants, conditions, agreements and obligations of the parties in this Lease and this Lease document shall not merge with or be extinguished by the grant of any further or other lease but shall remain in full force and effect and operative according to their tenor.

1.8 Service of Notices

- (a) All notices relevant to this Lease must be served in writing.
- (b) All notices must be served by one of the following means:
 - (i) on the party as provided in sections 352-361 of the Property Law Act 2007; or
 - (ii) on the party or on the party's solicitor by personal delivery or by posting by ordinary mail or by fax, or in the case of the party's solicitor only, by sending by document exchange.
- (c) In respect of the means of service specified in subclause b, a notice is deemed to have been served:
 - (i) in the case of personal delivery, when received by the party or at the relevant party's solicitor's office;
 - (ii) in the case of posting by ordinary mail:
 - A. if sent within New Zealand to another New Zealand address, the second Working Day;
 - B. if sent from one address to an overseas address, the tenth day of posting to the address for service notified in writing by the party or to the postal address of the solicitor's office;
 - (iii) in the case of fax transmission, when sent to the fax number notified in writing by the party or to the fax number of the solicitor's office and a confirmation is printed indicating that transmission occurred;
 - (iv) in the case of sending by document exchange, on the second Working Day following the date of sending to the document exchange number of the solicitor's office.
- (d) Notice served by a party after 5 p.m. on a Working Day or on a day which is not a Working Day shall be deemed to have been served by that party at 9 a.m. on the next succeeding Working Day.
- (e) When 2 or more notices are deemed to have been served at the same time they shall take effect in the order in which they would have been served but for this clause.
- (f) Any period of notice required to be given under this Lease shall be computed by excluding the day of service.
- (g) Unless and until a party gives notice of any change, the address for service specified in Schedule A shall apply for the purposes of this clause 1.8.

1.9 Settlement of Disputes

- (a) Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will

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

6.2: LEASE WITH THE MINISTRY OF SOCIAL DEVELOPMENT FOR LEASEBACK PROPERTIES

be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.

- (b) If the parties cannot resolve a dispute or difference within 15 Working Days of any dispute or difference arising then, unless otherwise expressly provided in this Lease they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as 'LEADR' (Lawyers Engaged in Alternative Dispute Resolution) or any other alternative dispute organisation agreed upon by the parties.
- (c) If the parties cannot agree on any dispute resolution technique then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.
- (d) The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

2. Rent and Outgoings

2.1 Payment of Rental

- (a) The Lessee will pay the rent referred to in Schedule A and any adjusted or varied rent pursuant to this Lease to the Lessor (or as the Lessor may in writing otherwise direct) without demand from the Lessor and without any deduction howsoever.
- (b) The rent shall be paid by equal instalments in advance in the frequency specified in Schedule A with a first instalment to be paid on the Commencement Date of this Lease.
- (c) The rent due under this Lease from time to time shall be paid by automatic bank authority or in such other manner as the Lessor may from time to time direct.
- (d) Rent shall be paid on the first day of each January, April, July and October in each year by equal quarterly payments in advance but the first payment shall be on the Date of Commencement of this Lease on a proportionate basis for any broken period until the first day of the next quarter.
- (d) The Lessee shall pay the Goods and Services Tax payable by the Lessor in respect of the rental. The tax shall be paid on each occasion when any rental payment falls due for payment and shall be payable to the Lessor or as the Lessor shall direct.

2.2 Rental Review

- (a) The rent shall be reviewed on the 5th, 10th and 15th Anniversaries of the Commencement Date and on the 5th, 10th and 15th Anniversaries of each Renewal Date (if the lease is renewed).
- (b) On each Review Date the annual rent shall be reviewed to a sum equal to the current market rental of the Land assessed as a vacant undeveloped site.

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

6.2: LEASE WITH THE MINISTRY OF SOCIAL DEVELOPMENT FOR LEASEBACK PROPERTIES

- (c) The Lessor shall no earlier than 4 calendar months and no later than 2 months prior to any Review Date give written notice to the Lessee specifying the new annual rent proposed by the Lessor as the current market rent to apply from that Review Date.

Such notice shall be null and void if not accompanied by a certificate signed by a Registered Valuer which fixes the current market rent as at the relevant Review Date at the same figure as that fixed in the Lessor's written notice.

- (d) Should the Lessor not have commenced the review 2 months prior to the Review Date, the Lessee may at any time thereafter commence the review by giving to the Lessor written notice specifying the annual rent considered by the Lessee to be the current market rent as at the Review Date **provided** that no such notice shall be given after that date 6 months subsequent to the Review Day.

Such notice shall be null and void if not accompanied by a certificate signed by a Registered Valuer which fixes the current market rent as at the relevant Review Date at the same figure as that fixed in the Lessee's written notice.

- (e) If by further written notice from one party to the other ('the Disputing Party's Notice') given within 20 Working Days from receipt of notice under clause 2.2c or d the other party disputes that the proposed new current market rent is the current market rent and specifies the annual rent considered by such party to be the current market rent, and supports the Disputing Party's Notice with a certificate from a Registered Valuer, which fixes the current market rent at the same figure as that specified in the Disputing Party's Notice, then the new current market rent shall be determined in accordance with clauses 2.2j and 2.2k.

- (f) Should further written notice not be given by one party to the other under the provisions of clause 2.2e, the party served under clause 2.2c or d shall be deemed to have accepted the rental so notified by the other party.

- (g) The current market rent deemed to have been accepted in accordance with the provisions of clause 2.2(f) or determined in accordance with the provisions of clauses 2.2(j) and 2.2(k), shall be the annual rent payable by the Lessee from the relevant Review Date.

- (h) Pending the determination of the new annual rent the Lessee shall pay the rent that was payable immediately prior to the issuance of the Lessor's notice under clause 2.2c or the Lessee's notice under clause 2.2d (whichever issues first). Upon determination of the new current market rent an appropriate adjustment shall be made immediately. Any overpayment shall be immediately refunded to the Tenant and any shortfall shall be immediately payable by the Tenant.

- (i) Any variation in the annual rent resulting from such determination shall take effect on and from the relevant Review Date notwithstanding that either party's rent assessment may have been given or the new annual rent may have been determined after that Review Date.

- (j) In the event that the Disputing Party's Notice is given and the parties cannot determine the current market rental by negotiation within 20 Working Days date of service of the Disputing Party's Notice, then the current market rental shall be determined by the arbitration of 2 Registered Valuers, one appointed by the Lessor and one appointed by the Lessee. If the 2 Registered Valuers cannot agree an umpire shall be appointed by the 2 Registered Valuers to determine any points of difference between such Registered Valuers and the decision of such Registered Valuers or the umpire shall be binding on both the Lessor and the Lessee. The said arbitration shall be determined in accordance with the provisions of the Arbitration Act 1996 and its amendments and any enactments passed in substitution therefor.

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

6.2: LEASE WITH THE MINISTRY OF SOCIAL DEVELOPMENT FOR LEASEBACK PROPERTIES

- (k) The annual rent of the Land shall be assessed on the basis of current market rental of the Land as determined as at the review date. In determining the annual rent of the Land the valuers and any umpire shall, in addition to other relevant factors:
 - (i) Disregard:
 - A. any deleterious condition of the Land if such condition results from any breach of this Lease by the Lessee;
 - B. the value of any goodwill attributable to the Lessee's business; and
 - C. all Improvements made to the Land.
 - (ii) Have regard to the use to which the Land may be put, but only the actual permitted use under this Lease as at the Review Date.
- (l) Each party shall bear its own costs, but the costs of the determination by the umpire of the current market rental shall be borne equally by the Lessor and the Lessee.
- (m) If any moratorium or other law, act or regulation that applies to this Lease has the effect of postponing any periodic review of rent as at a date of review then if and whenever such moratorium is lifted or the law, act or regulation is repealed or amended so as to permit the rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, act or regulation is repealed or amended to the intent that the rent review shall establish the rent of the Land as at such date and not as at the postponed review date, but any subsequent rent review shall take place on the next following Review Date fixed in accordance with clause 2.2a.
- (n) On the first rent review date only, the rent shall not be reduced to be below the amount of rent payable at the Commencement Date.

2.3 Outgoings

- (a) The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor and which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land or any tax imposed on unrealised gains from the Land such as capital accretion tax), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Improvements or on the Lessor or Lessee in respect thereof by any Authority.
- (b) The obligation of the Lessee to pay the outgoings and other payments hereunder shall be to pay the Goods and Services Tax inclusive cost thereof.
- (c) The Lessee shall pay to the proper Authorities all charges for water, gas, electricity, telephone and all utility and other services connected to the Land and/or the Improvements.
- (d) The Lessee shall pay for all costs of service, installation, maintenance and connection to the nearest approved Authority connection points for services used by the Lessee.
- (e) Should the Lessee make default in payment of such outgoings, taxes or charges required under this clause 2.3 the Lessor may pay the same and forthwith recover the amount paid as if the same were rent in arrear payable by the Lessee.

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

6.2: LEASE WITH THE MINISTRY OF SOCIAL DEVELOPMENT FOR LEASEBACK PROPERTIES

2.4 Goods and Services Tax

The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act 1985 or any similar tax levied in substitution therefor including all amendments and any enactments in substitution therefor or in addition thereto or otherwise in respect of any payments made by the Lessee under this Lease (including the payment of ground rent) or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

3. Use of Land

3.1 Use of Land

The Lessee will not use or permit to be used the Land or any part thereof or any Improvements erected thereon otherwise than in accordance with the Actual Use specified in Schedule A or such other permitted use as may be approved in writing by the Lessor. The Lessor's consent shall not be unreasonably or arbitrarily withheld in respect of any proposed use:

- (a) reasonably suitable for Land; and
- (b) which complies with Regional or District Plans or the consent of any Authority having jurisdiction in respect of the Land, and where any agreed change of use requires compliance with sections 114 to 116 of the Building Act 2004 the Lessee shall as a condition of any consent granted by the Lessor comply with the requirements of sections 114 to 116 of the Building Act 2004 and pay all compliance costs where the Improvements are the Lessee's.

3.2 No Warranty as to Use

The Lessor does not in any way warrant that the Land is or will remain suitable or adequate for any of the approved purposes of the Lessee and to the full extent permitted by law all warranties as to suitability and to adequacy implied by law are expressly negated. Should any of the purposes of the Lessee be permissible only with the consent of any Authority under or in pursuance of any statute, ordinance, regulation, by-law or other enactment or order of Court the Lessee shall obtain such consent at the sole cost and expense of the Lessee including but not limited to any costs of complying with any conditions of any such consent.

3.3 No Objection to Consent Process

Where the Lessee is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or (without limiting the generality of the foregoing) other consents from any Authority, the Lessor agrees that it and any officer, or employee or agent of the Lessor or any person claiming under the Lessor shall not raise any objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.

3.4 Compliance with Enactments

The Lessee will at all times observe and comply with all statutes ordinances regulations by-laws or other enactments affecting or relating to the use of the Land and with all requirements which may be given by any Authority and will in particular but without limitation:

- (a) ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;

6.2: LEASE WITH THE MINISTRY OF SOCIAL DEVELOPMENT FOR LEASEBACK PROPERTIES

- (b) comply with and observe at all times the terms and conditions of all resource consents held in respect of the Lessee's use of the Land and the requirements imposed and otherwise arising under the Resource Management Act 1991; and
- (c) ensure that, consistent with the obligations placed on the Lessee under the Health and Safety in Employment Act 1992, proper and adequate health and safety procedures are adopted in accordance with such Act.

3.5 Right to Inspect

- (a) The Lessee shall permit the Lessor and its agents, servants or contractors no more than two times each year during the term after having given reasonable prior written notice to enter upon the Land to view the condition thereof. At all times the Lessor shall be accompanied by the Lessee's agent.
- (b) Where the Lessee is not renewing the Lease, the Lessor its agents, servants or contractors shall have access to the premises at reasonable times within the last 12 months of the Lease to show prospective tenants. The Lessor shall give reasonable prior written notice and seek consent from the Lessee. Such consent shall not be unreasonably or arbitrarily withheld or delayed.

3.6 Compliance with Easements

The Lessee will perform and observe the obligations of the Lessor in connection with any easement of any kind for the time being affecting the Land (whether as dominant or servient tenement) PROVIDED THAT any works of a capital nature, including the carrying out effecting or contributing to any repairs or maintenance to any easement of any kind either existing at the date of commencement of this Lease or brought down on the Land during the term of this Lease or any renewal thereof, shall be at the cost of the Lessor unless the requirement for such works is directly attributable to the actions of the Lessee and the use of the Improvements.

3.7 No Fencing Liability on Lessor

The Lessor shall not be liable nor be called upon to erect or repair or contribute towards the cost of erection or repair of any boundary fence between the Land and any adjoining land now or at any time owned by the Lessor but nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee from the Lessor of any adjoining land.

3.8 Improvements During Lease

- (a) Throughout the term of this Lease (including any renewed term) any Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing. The Lessor shall, prior to granting any charge or mortgage over or affecting the Land or any other interest, or where the Land is subject to any mortgage or other charge, prior to the Commencement Date, request a written acknowledgement from the mortgagee or chargeholder or other person in the form prescribed in Schedule C that the Improvements are not subject to such mortgage, charge or interest, and cause the acknowledgement to be delivered to the Lessee.
- (b) Throughout the term of this Lease (including any renewed term) the Lessee shall have the right to alter, construct, demolish and replace any Improvements on the Land without the need to obtain the Lessor's consent providing all obligations required of the Lessee under this Lease relevant to Improvements on the Land are satisfied.
- (c) The Lessee acknowledges that the Lessor shall have no repair or maintenance obligations for any of the Lessee's Improvements on the Land.

6.2: LEASE WITH THE MINISTRY OF SOCIAL DEVELOPMENT FOR LEASEBACK PROPERTIES

4. Assignment/Subletting

4.1 Control of Subletting and Assignments

The Lessee will not without the previous consent in writing of the Lessor assign or transfer this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed where the Lessor is satisfied that the proposed assignee or transferee is able to meet its obligations under the Lease. Notwithstanding this clause where the Crown remains as the Lessee under this Lease and in occupation of the Land no consent from the Lessor shall be required to any assignment or transfer of this Lease except that on each occasion that a different arm of the Crown assumes the role and obligations of the Lessee under this Lease the Lessee shall notify the Lessor in writing of that change.

4.2 Application to Subleases

- (a) Subject to the provisions of this clause the Lessee shall not sublet the Land or any part thereof without first obtaining the written consent of the Lessor (on the same basis provided for in clause 4.1) provided however:
- (i) the Lessee shall be permitted to grant any sublease of the Land, or any part of the Land, to any party at its discretion, for a term (including renewals or options to extend or any such other right to extend) not exceeding three years; or
 - (ii) the Lessee shall be permitted to grant any tenancy in terms of the Residential Tenancies Act 1986; or
 - (iii) the Lessee shall be permitted to grant any sublease of the Land or any part of the Land to any party at its discretion where that party is to provide the Lessee with services or assistance of any kind with the Lessee's activities and functions; or
 - (iv) the Lessee shall be permitted to grant a sublease to any arm of the Crown.
- (b) Nothing in this Lease shall preclude the Land or the Improvements being used for any residential purpose associated with the activities of the Lessee.

4.3 Assignment / Transfer to Lessee other than the Crown

In the case of any assignment or transfer as provided for in clause 4.1 to any Person that is not the Crown (as that term is defined in this Lease) the Parties agree that the Further Terms in the Schedule A will be varied by deletion of the words "perpetually renewable twenty year terms" and the replacement with those words that record the number of twenty year terms that enables the assignee or transferee to exercise a maximum of 4 rights to further terms each of twenty years, following the date of assignment or transfer.

4.4 Change of Effective Control

- (a) For the purposes of clause 4.1 any proposed change in the effective control or management structure of any Lessee that is a Crown Entity or other Crown body or a State Owned Enterprise shall not be a deemed assignment or transfer and shall not require the consent of the Lessor.
- (b) Clause 4.1 applies to any assignment or subletting of the interest of the Lessee to any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- (c) For the purposes of clause 4.1 any proposed change in the shareholding of the Lessee or any amalgamation under Section 219 of the Companies Act 1993 altering

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

6.2: LEASE WITH THE MINISTRY OF SOCIAL DEVELOPMENT FOR LEASEBACK PROPERTIES

the effective control of the Lessee shall be a deemed assignment of this Lease and will require the consent of the Lessor unless clause 4.4(a) applies.

5. Lessee's Improvements on Termination of Lease

5.1 Right of First Refusal for improvements on termination of lease

- (a) No later than 12 months prior to the expiry of any Lease term, the Lessee may give notice ('the Lessee's Transfer Notice') to the Lessor specifying any Improvements which the Lessee wishes to transfer to the Lessor following expiry of the then-current Lease term. The Lessee's Transfer Notice shall contain details of those Improvements, their current market value and the proposed terms of transfer of the Improvements.
- (b) The Lessor shall have two calendar months from the receipt of the Lessee's transfer Notice to advise the Lessee by written notice ('the Lessor's Notice') whether the Lessor wishes to acquire the Lessee's Improvements on the terms and conditions specified in the Lessee's Transfer Notice. If the Lessor's Notice contains advice that the Lessor wishes to acquire the Lessee's Improvements on such terms and conditions, then from receipt by the Lessee of the Lessor's Notice a binding agreement shall exist for the sale and purchase of the Lessee's Improvements, at a price and on the terms and conditions specified in the Lessee's Transfer Notice.
- (c) If the Lessor either does not respond to the Lessee's Transfer Notice within the period as provided in clause 5.1(a) (time being strictly of the essence) or the Lessor's Notice contains advice the Lessor does not wish to purchase the Lessee's Improvements on the terms and conditions stipulated in the Lessee's Transfer Notice, then at any time within 12 months from the date of the Lessee's Transfer Notice the Lessee may sell the Lessee's Improvements to another party on terms and conditions no more favourable to the purchaser than those provided for in the Lessee's Transfer Notice. If within such period the Lessee wishes to offer more favourable terms and conditions of sale the Lessee shall re-offer the Lessee's Improvements to the Lessor under clause 5.1(a) but the Lessor shall only have one calendar month in which to respond.

5.2 Removal of Improvements

- (a) On termination of this Lease (or the termination of any extended or renewed term, whether by expiry of time or otherwise), except where the parties have entered into an agreement for sale and purchase of the Lessee's Improvements in accordance with clause 5.1, the Lessee may, but shall not be required by the Lessor to, remove any Improvements specified in a written notice ('the Lessee's Removal Notice') given to the Lessor in accordance with this clause 5.2.
- (b) The Lessee shall be under no obligation to give a Lessee's Removal Notice, but for any such Notice to be effective, that notice shall be given no later than 3 months prior to the expiry of the term (time being of the essence) or 1 month after any sooner termination.
- (c) The Lessee must remove all Improvements specified in the Lessee's Removal Notice within 6 months following the date of termination (time being of the essence) and must ensure within that time that all services to any Improvements are properly and lawfully disconnected, the Land under any Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed and left in a neat and tidy condition. The Lessor grants a licence of the Land in favour of the Lessee for the purposes of this clause 5.2(c).
- (d) If the Lessee fails to remove any Improvements specified in the Lessee's Removal Notice in accordance with clause 5.2(c), then the Lessor may remove them and all

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

6.2: LEASE WITH THE MINISTRY OF SOCIAL DEVELOPMENT FOR LEASEBACK PROPERTIES

costs and expenses incurred directly and indirectly shall be recoverable against the Lessee.

- (e) Any Improvements remaining on the Land after the period referred to in clause 5.2(c) not specified in the Lessee's Renewal Notice shall become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.

5.3 Yielding up neat and tidy

In the event that the Lessee has not entered into an agreement for the sale and purchase of the Lessee's Improvements with the Lessor pursuant to clause 5.1(b), or with another party pursuant to clause 5.1(c), or in the event that the Lessee does not issue a Lessee's Removal Notice in accordance with clause 5.2, then on the expiration or sooner determination of the Lease, the Lessee's interest in the Improvements shall be at an end and the Lessee shall leave the Improvements on the Land and will leave both the Land and the Improvements in a clean, neat, tidy and safe condition, and fully compliant with all regulatory requirements (but subject to clause 6.4).

5.4 Non-merger

The provisions of this clause shall not merge upon the expiration or sooner determination of this Lease but shall endure for the benefit of the party entitled until completely performed.

5.5 Right of First Refusal during the term of the Lease

- (a) If at any time during the term or any renewed term or extension of the term the Lessee desires to sell the Lessee's Improvements, the Lessee shall first deliver written notice ('The Lessee's Notice') specifying the price, terms and conditions upon which the Lessee is prepared to sell the Lessee's Improvements.
- (b) Lessor shall have two calendar months from the receipt of the Lessee's Notice to advise the Lessee by written notice ('the Lessor's Notice') whether the Lessor wishes to acquire the Lessee's Improvements on the terms and conditions specified in the Lessee's Notice. If the Lessor's Notice contains advice the Lessor wishes to acquire the Lessee's Improvements on such terms and conditions, then from receipt by the Lessee of the Lessor's Notice a binding agreement shall exist for the sale and purchase of the Lessee's Improvements, at a price and on the terms and conditions specified in the Lessee's Notice.
- (c) If the Lessor either does not respond to the Lessee's Notice within the period as provided in clause 5.5b (time being strictly of the essence) or the Lessor's Notice contains advice the Lessor does not wish to purchase the Lessee's Improvements on the terms and conditions stipulated in the Lessee's Notice, then at any time within 12 months from the date of the Lessee's Notice the Lessee may sell the Lessee's Improvements to another party on terms and conditions no more favourable to the purchaser than those provided for in the Lessee's Notice. If within such period the Lessee wishes to offer more favourable terms and conditions of sale the Lessee shall re-offer the Lessee's Improvements to the Lessor under clause 5.5a but the Lessor shall only have one calendar month in which to respond.

6. Insurance, Destruction and Redevelopment

6.1 Lessee to Insure

The Lessee shall insure all Improvements on the Land for replacement or indemnity cover (noting the interest of the Lessor on any policy so effected as an interested party) against destruction or damage by fire, earthquake, fire as a consequence of earthquake, storm, and malicious damage and all other risks normally covered by a prudent lessee having regard to the nature of the Lessee's business. This obligation shall not be applicable in the event that

6.2: LEASE WITH THE MINISTRY OF SOCIAL DEVELOPMENT FOR LEASEBACK PROPERTIES

the Lessee self insures while the Lessee remains in the beneficial ownership and control of the Crown.

6.2 Compliance with Fire Requirements

The Lessee shall at all times and in all respects comply with the requirements of the Insurance Council of New Zealand and all Authorities, and with the requirements of any relevant statute, regulation, by-law or other notice issued by any Authority relating to fire detection and fires.

6.3 Destruction, Damage or Redevelopment

The Lessee shall be entitled to carry out repairs, reinstatement or redevelopment to any Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to redevelop or replace any Improvements on the Land provided the following conditions are to be satisfied:

- (a) any repair, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and
- (b) the Lessee is able to obtain all resource and building consents necessary to carry out any works programme;
- (c) the Lease is not frustrated or the repairs or reinstatement or rebuilding prevented for any other reason beyond the control of the Lessee,

6.4 Inability to Reinstate or Repair

In the event that the Lessee is prevented from repairing or reinstating or rebuilding because the conditions in clause 6.3 are not satisfied, or because of the amount of insurance moneys available, or should the Lessee in its sole discretion determine that it does not wish to repair, reinstate or rebuild, then this Lease may be terminated at the option of the Lessee by notice in writing to that effect to the Lessor, whereupon the Lease will come to an end and neither party will have any claim upon the other except in respect of any antecedent breach by either party. The Lessee shall clear and restore the Land in accordance with the requirements of clause 5.3.

6.5 No Compensation Following Destruction

In the event of any destruction or damage to the Improvements or any other improvements on the Land or any other chattels or fixtures whatsoever in or on the Land the Lessee or any one claiming under the Lessee shall not be entitled to any compensation or payment whatsoever from the Lessor.

7. Default by Lessee

7.1 Default by Lessee

- (a) If at any time:
 - (i) the annual rent is in arrears for 20 Working Days (10 Working Days if Lessee is not the Crown) and the Lessor thereafter gives notice to the Lessee specifying that breach and the same is not remedied within 20 Working Days (10 Working Days if Lessee is not the Crown) after the date of the Lessor's notice; or
 - (ii) any other material breach of this Lease which prejudices the Lessor remains unremedied for 30 Working Days (20 Working Days if Lessee is not the Crown) after the Lessor gives written notice to the Lessee specifying that breach; or

6.2: LEASE WITH THE MINISTRY OF SOCIAL DEVELOPMENT FOR LEASEBACK PROPERTIES

- (iii) if the Lessee shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Lessee's creditors; **provided that** this subclause c shall not apply while the Crown is the Lessee; or
- (iv) in the event of the insolvency bankruptcy or liquidation of the Lessee;

and provided that the Lessor complies in all respects with the requirements of Part 4 subpart 6 of the Property Law Act 2007 then the Lessor may re-enter and the term shall terminate on such re-entry but without prejudice to the rights of either party against the other. For so long as the Crown is the Lessee hereunder, the Lessor shall be required to give to the Lessee 20 Working Days prior notice of any intention on the part of the Lessor to re-enter the Land and terminate the lease.

7.2 Interest on Unpaid Moneys

Without prejudice to the other rights, powers and remedies of the Lessor under this Lease, if any rent or other moneys owing by the Lessee to the Lessor or by the Lessor to the Lessee on any account whatsoever pursuant to this Lease shall be in arrear and unpaid for 20 Working Days after the due day for payment thereof (whether any formal or legal demand therefor shall have been made or not) such moneys shall bear daily interest compounded on quarterly rests and computed in respect of each quarter from such due date until the date of payment in full of such moneys at the rate of 2% above the bank overdraft rate charged by the Lessor's banker as at the said due date of payment.

7.3 Lessor may Remedy Lessee's Default

Without prejudice to the other rights powers and remedies of the Lessor the Lessor may elect to remedy at any time without notice any default by the Lessee under this Lease and whenever the Lessor so elects all costs and expenses incurred by the Lessor (including legal costs and expenses) in remedying such default shall be paid by the Lessee to the Lessor forthwith on demand.

8. Renewal of Lease

8.1 Renewal of Lease

If the Lessee shall during the term duly pay the rental payable hereunder and duly observe perform and keep all the covenants and conditions on the part of the Lessee herein contained or implied, then the Lessor will grant to the Lessee a renewed lease of the Land and the Lessee will take on lease the Land for the further term of twenty years, such term to run from the expiry of the prior term. The Lessee shall give the Lessor 6 months' notice of the Lessee's intention to renew the term of the Lease.

8.2 Notice of Termination of Lease

If the Lessee does not wish to renew the lease on the expiry of the term, the Lessee shall give notice in writing to the Lessor at least 4 months prior to the expiry of the term that the lease shall terminate on the expiry of the term.

8.3 Terms of Renewed Lease

- (a) The renewed lease shall be at a rental as at the commencement of the term of the renewed lease determined pursuant to clause 2.2 as if the commencement date of the renewed lease was a 'review date' for the purposes of that clause.
- (b) The renewed lease shall otherwise be upon the same terms and conditions as this Lease including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

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

6.2: LEASE WITH THE MINISTRY OF SOCIAL DEVELOPMENT FOR LEASEBACK PROPERTIES

9. Costs

- 9.1 The parties shall each pay their own solicitors' costs on preparing and finalising this Lease or any renewal or variation of this Lease.
- 9.2 Subject to clause 12 the Lessee shall be responsible for payment of all registration fees including agency charges imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.
- 9.4 The Lessee shall pay for all reasonable costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observance of any of the terms, covenants and conditions of this Lease.

10. Quiet Enjoyment

- 10.1 The Lessee paying the rent hereby reserved and performing and observing the terms of this Lease on its part to be performed and observed shall peaceably hold and enjoy the Land without hindrance or interruption by the Lessor or any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease.
- 10.2 The Lessor shall pay all taxes and assessments charged upon the Land other than those which the Lessee is obliged to pay hereunder.

11. Registration

- 11.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 1952.
- 11.2 The Lessor will be responsible for survey and other costs incurred in obtaining registration of this Lease.

12. Contamination

- 12.1 If during the term of this Lease the Lessee through its use of the Land or of the Lessee's Improvements, causes, permits or allows Contamination of the Land or any other property, the Lessee shall forthwith, at its own cost, remediate the contaminated property to its condition prior to such Contamination occurring.
- 12.2 In this provision "Contamination" shall include any substance (including gases, odorous compounds, liquids, solids, and micro-organisms) or energy (excluding noise) or heat, that either by itself or in combination with the same, similar, or other substances, energy or heat:
- (a) when discharged into water, changes or is likely to change the physical, chemical, or biological condition of water; or
 - (b) when discharged onto or into land or into air, changes or is likely to change the physical, chemical, or biological condition of the land or air onto or into which it is discharged.
- 12.3 For the avoidance of doubt nothing in this Lease shall preclude the Lessee from such obligations at law or equity as may exist provided the Contamination be identified within 90 days following the date of termination, assignment or transfer of this Lease, and provided the Contamination be proven to be caused, permitted or allowed by the Lessee while they were in occupation of the Land pursuant to the Lease.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.2: LEASE WITH THE MINISTRY OF SOCIAL DEVELOPMENT FOR LEASEBACK PROPERTIES

Schedule C

To: The Lessor
(hereafter called '**the Lessor**')

And to: The Lessee
(hereafter called '**the Lessee**')

From: Mortgagee/Chargeholder
(hereafter called '**the Lender**')

The Lender acknowledges that prior to that date it advanced monies to the Lessor under a security ('**the Security**') given by the Lessor over the land described in the Schedule below ('**the Land**') or the Commencement Date of the Lease, whichever is the later, the Lender had notice of and agreed to be bound by the provisions of the Lease of the Land and that in particular it agrees that notwithstanding any provision of the Security to the contrary and irrespective of how any Lessee's Improvement is annexed to the Land the Lender:

- (i) Will not claim any security interest in any Lessee's Improvement placed on the Land prior to or after the commencement date of the Security;
- (ii) Will at all times acknowledge that any Lessee's Improvements shall remain the property of the Lessee at all times during the continuance of the Lease and for a period of six months after the expiration or sooner determination of the Lease;
- (iii) Agrees that this acknowledgement is irrevocable and applies irrespective of any rule of law or equity to the contrary.

Schedule

That parcel of land containing 1367 m² being Lot 1 Deposited Plan 9864 situated in the City of Nelson.

Lender Execution

Date

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

[THE TRUSTEES OF THE NGĀTI RĀRUA SETTLEMENT TRUST]

HER MAJESTY THE QUEEN

acting by and through the

COMMISSIONER OF POLICE

**MEMORANDUM OF LEASE
FOR BLENHEIM POLICE STATION**

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

MEMORANDUM OF LEASE

DATE:

PARTIES:

- (1) [THE TRUSTEES OF THE NGĀTI RĀRUA SETTLEMENT TRUST] (Lessor)
- (2) HER MAJESTY THE QUEEN acting by and through the COMMISSIONER OF POLICE (Lessee)

THE LESSOR DOES HEREBY LEASE TO THE LESSEE and THE LESSEE DOES TAKE ON LEASE the Land for the term and at the rental set out in the Reference Schedule and subject to the covenants, conditions, agreements and restrictions set out in this Lease which comprises the Schedule of Terms, the Reference Schedule and the Schedule of Land.

IN WITNESS WHEREOF these presents have been executed this _____ day
of _____ 2013

Signed for and on behalf of _____)
[THE TRUSTEES OF THE NGĀTI RĀRUA _____)
SETTLEMENT TRUST _____)
in the presence of: _____)

Signature of Witness

Witness Name

Occupation

Address

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

Signed for and on behalf of)
HER MAJESTY THE QUEEN)
acting by and through the)
COMMISSIONER OF POLICE by)
[])
in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

THE REFERENCE SCHEDULE

ITEM 1: LESSOR PARTICULARS

Name: [The Trustees of the Ngāti Rārua Settlement Trust]

Address: 28 Grove Street
Blenheim, New Zealand
PO Box 1026
Blenheim, New Zealand

Fax: (03) 577 8408

Phone: (03) 577 8468

Contact person: [Chairperson of the Ngāti Rārua Settlement Trust]

ITEM 2: LESSEE PARTICULARS

Name: Her Majesty the Queen acting by and through the Commissioner of Police

Address: New Zealand Police, National Property Office, PO Box 3017, Wellington

Fax: (04) 498 7415

Phone: (04) 474 9473

Contact person: National Manager Asset Optimisation

ITEM 3: LAND

Refer to Map and description of Land at Appendix One.

ITEM 4: TERM

Twenty (20) years.

ITEM 5: DATE OF COMMENCEMENT

[]

ITEM 6: FURTHER TERMS

Perpetual rights of renewal each of ten (10) years each unless at the time of renewal the Lessee intends to cease carrying on the Permitted Use on the Land within the next five (5) years in which case the renewal shall be of five (5) years. It shall be at the Lessee's sole discretion as to whether they cease carrying on the Permitted Use on the Land and therefore give notice of a five (5) year renewal only.

ITEM 7: RENEWAL DATES

The first renewal date is twenty (20) years from the Commencement Date and thereafter, in accordance with Item 6 of this Schedule

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

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

ITEM 8: ANNUAL RENT

\$49,275.00 plus GST calculated as being 6.75% of the agreed land value which at the date of commencement is \$730,000.00 plus GST.

ITEM 9: REVIEW DATES

5 yearly from the date of commencement.

ITEM 10: PERMITTED USE

For Police purposes and any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land.

THE SCHEDULE OF TERMS

1. INTERPRETATION

- 1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:
- 1.1.1 Words importing any gender shall include all other genders.
 - 1.1.2 Words importing the singular shall include the plural and vice versa.
 - 1.1.3 Payments shall be made in the lawful currency of New Zealand.
 - 1.1.4 Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.
 - 1.1.5 References to schedules are references to schedules in this Lease and clauses are references to clauses in this Schedule of Terms and references to parties are references to the parties to this Lease and their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) unless expressly stated otherwise.
 - 1.1.6 Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
 - 1.1.7 A "person" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation and trust in each case whether or not having separate legal personality.
 - 1.1.8 "writing" shall include words visibly represented or reproduced.
 - 1.1.9 No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition, or duty of the Lessee will be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach of the Lessee will be implied from the Lessor's failure to exercise the Lessor's rights or any of them in respect of that breach.
 - 1.1.10 Nothing contained in this Lease shall be deemed or construed or constitute any party, a partner, agent or representative of the other party or be deemed to create any trust, commercial partnership or joint venture.
 - 1.1.11 The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.
 - 1.1.12 The parties acknowledge and agree that certain covenants set out in this Lease (in particular provisions relating to the treatment of Improvements on termination or sooner determination of this Lease) shall continue beyond determination of this Lease for the benefit of the parties notwithstanding such determination.
 - 1.1.13 This Lease shall be construed and take effect in accordance with the laws of New Zealand.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

- 1.1.14 Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.
- 1.1.15 Any reference in this Lease to "month" or "monthly" shall mean respectively calendar month and calendar monthly.
- 1.1.16 "Authority" means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and any Improvements.
- 1.1.17 "Building Act" means the Building Act 2004.
- 1.1.18 "Business days" means any day other than a Saturday or Sunday or statutory or anniversary holiday in Blenheim.
- 1.1.19 "Crown" means any person or entity defined in section 2 of the Public Finance Act 1989, which at the Date of Commencement includes:
- (a) the Sovereign in right of New Zealand; and
 - (b) all ministers of the Crown and all departments; but
 - (c) does not include:
 - (i) an Office of Parliament; or
 - (ii) a Crown entity; or
 - (iii) a State enterprise named in Schedule 1 to the State-Owned Enterprises Act 1986.
- 1.1.20 "Crown Entity" means any entity defined in section 7(1) of the Crown Entities Act 2004 as a Crown Entity.
- 1.1.21 "Date of Commencement" means the date specified in Item 5 of the Reference Schedule.
- 1.1.22 "Improvements" means all improvements whether constructed or installed on the Land before or at any time during the term of this Lease (including any renewal or variation extending the term of this Lease), including any building, structure or other improvements on or fixed to the Land and any concrete paving, tiles, car park sealing, mechanical services, plant, machinery, equipment, signage, fixtures and fittings.
- 1.1.23 "The Land" means that land described in the Schedule of Land excluding the Improvements.
- 1.1.24 The expression "Lessor" and "Lessee" includes their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) and where the context permits the Lessee includes the Lessee's Sub lessees and other lawful occupiers of the Land and the Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee).

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

- 1.1.25 "Reference Schedule" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.
- 1.1.26 "Regional Plan" and "District Plan" shall have ascribed to them the definitions set out in section 2 of the Resource Management Act 1991 and "Regional and District Plans" shall be construed accordingly and shall extend to include any successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.
- 1.1.27 "Resource Management Act" means the Resource Management Act 1991.
- 1.1.28 "Review Date" means each successive date specified or provided for in Item 7 of the Reference Schedule.
- 1.1.29 "Schedule of Land" means the schedule described as such and forming part of this Lease.
- 1.1.30 "Schedule of Terms" means this schedule described as such and forming part of this Lease.
- 1.1.31 "Valuer" means a valuer registered under the Valuers Act 1948 who is competent to practice as a valuer of ground leases, has had at least five (5) years experience in valuing such leases, who is active in the market at the time of his or her appointment.
- 1.1.32 "Umpire" means a person appointed pursuant to sub clause 8.5.3 who is a valuer registered under the Valuers Act 1948 who is competent to practice as a valuer of ground leases, has had at least five (5) years experience in valuing such leases and who is active in the market at the time of his or her appointment.

2. TERM

- 2.1 The term of this Lease shall commence on the Date of Commencement and shall be for the period specified in Item 4 of the Reference Schedule.

3. RIGHT OF RENEWAL OF LEASE

- 3.1 If the Lessee has not been in any material breach of this Lease and has given to the Lessor written notice to renew this Lease at least thirteen (13) calendar months before the end of each term then the Lessee shall have the right to obtain in accordance with the provisions hereinafter contained a renewed lease of the Land for the term of years specified in Item 6 of the Reference Schedule computed from the relevant date specified in Item 7 of the Reference Schedule and subject to the same covenants and provisions expressed and implied in this Lease.
- 3.2 If the Lessee fails within the time aforesaid to give any notice under Clause 3.1 as to whether it desires a renewed lease and the Lessor at any time after such expired time has given one month's written notice to the Lessee advising the Lessee that it has one further month from the date of such letter to exercise its right of renewal, and the Lessee still fails to advise the Lessor of its desire to renew, then the Lessee shall be deemed to have given notice that a renewed lease is not required. If the Lessee gives notice in writing that it does not desire a renewed lease or there is a deemed notice that a renewal is not required then its right for a renewed lease shall

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

cease on expiry of the one month notice period aforesaid or on the date at which notice is received by the Lessor (as the case may be).

- 3.3 Any notice by the Lessee under clause 3.1 or clause 3.2 of its desire to accept a renewed lease shall be deemed to constitute a contract between the Lessor and the Lessee for the granting and acceptance of a renewed lease at the rent to be determined under Clause 5 for the term and subject to the covenants and provisions referred to in Clause 3.1.
- 3.4 The term of any renewed lease shall run from the day immediately after the expiry of the prior lease, and the rent thereunder shall accrue from that date instead of the rent reserved in the prior lease, notwithstanding the fact that the renewed lease may not be executed until after that date.
- 3.5 The Lessor shall prepare each memorandum of renewal of this Lease and the Lessee will forthwith enter into and execute such memorandum of renewal of lease.

4. RENT

- 4.1 The Lessee shall pay the annual rent specified in Item 8 of the Reference Schedule from the Date of Commencement until the rent is varied under Clause 5 at which time the Lessee will pay rent at the varied rate.
- 4.2 Rent shall be paid on the first day of each month by equal monthly payments in advance with broken period payments due on a proportionate basis for any broken period at the Date of Commencement and on expiry of the Lease term.
- 4.3 All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.

5. RENT REVIEW PROVISIONS

- 5.1 In this clause "**Initiating Party**" means the party that gives the Notice defined in Clause 5.2 and "**Recipient**" means the party that receives that Notice.
- 5.2 The annual rent may be reviewed by the Lessor or by the Lessee on the dates specified in Item 9 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 9 of the Reference Schedule (each of such dates being called the "**Review Date**") either party may give notice in writing to the other ("**the Notice**") of that party's assessment of the annual rent of the Land to apply from that particular review date.
- 5.3 The annual rent of the Land shall be assessed as being 6.75% of the current market value of the Land as at the review date.
- 5.4 In determining the annual rent of the Land the valuers and any umpire shall, in addition to other relevant factors:
- 5.4.1 Disregard:
- (a) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
 - (b) the value of any goodwill attributable to the Lessee's business; and

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

(c) all Improvements made to the Land.

5.4.2 Have regard to:

- (a) the Lessor's Improvements;
- (b) the permitted use under this Lease;
- (c) the current use of the Land pursuant to the terms of this Lease by the Lessee; and
- (d) Regional and District Plans.

5.5 In the event that the Recipient does not agree with the Initiating Party's assessment of the annual rent of the Land to apply from the particular review date, the Recipient shall notify the Initiating Party in writing ("**the Counter Notice**") within fifteen (15) business days (in which respect time shall be of the essence) that the Recipient requires such rent to be determined in accordance with Clause 5.8 and the Recipient shall set out in the Counter Notice the amount which the Recipient considers to be the annual rent as at the particular review date.

5.6 Unless such notice is given by the Recipient within fifteen (15) business days, then the amount stated in the Notice shall become the annual rent of the Land reserved by this Lease as and from the particular review date in substitution of the previous amount payable.

5.7 Neither party shall by reason of its failure to give the Notice prior to any review date forfeit its right to have the annual rent reviewed as from that particular review date and the reviewed annual rent which should have been paid from that particular review date shall date back to and be payable from that particular review date and any payment of or receipt for the payment of ground rent due on or after a particular review date shall not prejudice either party's right to demand repayment or payment thereafter of any additional annual rent overpaid or payable pursuant to the provisions of Clause 5.11.

5.8 Where the Counter Notice is given, the Lessor and Lessee shall enter into negotiations to resolve the dispute. Should agreement not be reached within ten (10) business days (or such longer period as the Lessor and Lessee shall agree upon in writing) after the date on which the Recipient gives the Counter Notice then:

5.8.1 The Lessor and Lessee shall, within fifteen (15) business days after the date on which the Recipient gives the Counter Notice, each appoint a Valuer to jointly determine the ground rent of the Land.

5.8.2 If either the Lessor or the Lessee fails to appoint a Valuer within fifteen (15) business days as aforesaid, then the determination of the annual rent shall be made by the sole Valuer as nominated by either the Lessor or Lessee as the case may be, within one (1) month of the expiry of the fifteen (15) business days as aforesaid and his or her determination shall be final and binding on both parties as if his or her appointment had been by consent.

5.8.3 Before proceeding with their determination, the said Valuers shall agree upon and appoint an Umpire and obtain the Umpire's acceptance in writing of his or her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

one month of being instructed to proceed or such other time period as the Lessor and Lessee may agree, whichever is the latest.

- 5.8.4 If the said Valuers within ten (10) business days of the date of their appointment either fail to appoint an Umpire or are unable to agree upon an Umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such Institute to appoint an Umpire (also qualified in the manner aforesaid) and obtain the Umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance undertakes to hand down his or her determination of the annual rent in the same manner as if he or she had been appointed pursuant to Clause 5.8.3.
- 5.8.5 Subject to Clauses 5.8.2, 5.8.3 and 5.8.4 the Valuers so nominated shall within one (1) month of the date of appointment jointly determine the annual rent as at that particular review date.
- 5.8.6 In the event that either Valuer fails to provide to the other Valuer his or her written assessment of the annual rent within one month of the date of appointment, then the annual rent shall be determined by the other Valuer and his or her determination shall be final and binding on both parties.
- 5.8.7 If the said Valuers are unable to agree upon a determination within one month of their appointment or within such extended time as the Lessor and Lessee may agree, then the annual rent shall be determined by the Umpire whose determination shall be final and binding on the parties. The Umpire shall without limiting his or her enquiries and conduct of any hearing:
- (a) arrange for a hearing to be conducted without delay;
 - (b) call for evidence in chief to be presented on behalf of each party to be circulated prior to a hearing;
 - (c) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;
 - (d) have due regard to any evidence submitted by the Valuers as to their assessment of the annual rent;
 - (e) take into account any expert witness evidence considered relevant to the hearing;
 - (f) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties;
 - (g) give in his or her determination the reasons therefore in writing.
- 5.8.8 The costs incurred in the determination pursuant to Clause 5.8 of the annual rent shall be borne by the parties in the following manner:
- (a) subject to Clauses 5.8.8(b) and (c) each party shall be responsible for the cost of its own appointed Valuer;

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

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

- (b) where the determination is made by a single Valuer pursuant to Clause 5.8.2 the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;
 - (c) the parties shall share equally the costs of the Umpire unless any party has acted capriciously or unreasonably in any of the proceedings pursuant to the provisions of this Clause 5.8 in which case the Umpire may determine the manner in which such costs shall be apportioned between the parties PROVIDED THAT in all cases if the annual rent to apply from the review date is:
 - (i) equal to or exceeding the annual rent nominated in the notice given by the Lessor (whether the Notice or the Counter Notice) then all costs of the Valuers and the Umpire (where applicable) shall be borne by the Lessee alone, or
 - (ii) equal to or less than the annual rent nominated in the notice given by the Lessee (whether the Notice or the Counter Notice) then all costs of Valuers and the Umpire (where applicable) will be borne by the Lessor alone;
 - (iii) other than the foregoing then all costs of Valuers and the Umpire (where applicable) will be borne equally by the Lessor and the Lessee.
- 5.9 The Valuers or Umpire shall be deemed to be acting as experts and not as arbitrators.
- 5.10 Any variation in the annual rent resulting from such determination shall take effect on and from that particular review date.
- 5.11 Where a review pursuant to this Clause 5 of the annual rent reserved by this Lease is completed after the review date, then:
 - 5.11.1 Pending completion of the review, annual rent shall be paid at the rate prevailing immediately prior to the relevant review date;
 - 5.11.2 On completion of the review, any increased annual rent payable as from the review date shall be paid by the Lessee to the Lessor no later than the date on which the next instalment of annual rent is payable hereunder;
 - 5.11.3 On completion of the review, any overpayment of annual rent paid as from the review date shall be held by the Lessor to the Lessee's credit on account of annual rent next falling due for payment unless the Lessee requests the Lessor in writing to refund such payment in which case the Lessor will comply with that request.
- 5.12 If any moratorium or other law Act or regulation that applies to this Lease has the effect of postponing any periodic review of annual rent as at the review date then if and whenever such moratorium is lifted or the law, Act or regulation is repealed or amended so as to permit the annual rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, Act or regulation is repealed or amended to the intent that the rent review shall establish the annual rent as at such date and not as at the postponed review date

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

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

but any subsequent rent review shall take place on the next following review date fixed in accordance with Clause 5.

- 5.13 Notwithstanding any other provision of this clause, the annual rent payable as from the relevant rent review date (through the initial term of the lease and subsequent terms) shall not be less than the annual rent payable as at the Date of Commencement.
- 5.14 Immediately upon the parties agreeing to pay a revised annual rent or on determination under Clause 5.8 the Lessee shall enter into an appropriate registrable Memorandum of Variation of Lease recording such revised annual rent prepared by the Lessor.

6. CHARGES

- 6.1 The Lessee will pay all charges incurred by the Lessee for electricity, gas, water or power or other services in respect of the Land and Improvements including all costs of service, installation, maintenance and connection, disconnection, or other fees payable by the Lessee or the Lessor to other authorities in respect of such services.

7. PAYMENT OF RATES AND IMPOSITIONS

- 7.1 The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Improvements' or on the Lessor or Lessee in respect thereof by any Authority.

8. GOODS AND SERVICES TAX

- 8.1 The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act 1985 or any similar tax levied in substitution therefore including all amendments and any enactments in substitution therefore or in addition thereto or otherwise in respect of any payments made by the Lessee under this Lease (including the payment of annual rent) or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

9. INTEREST ON OVERDUE RENT OR OTHER MONEYS

- 9.1 Without prejudice to other rights powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount owing by the Lessee to the Lessor whatsoever pursuant to this Lease shall be in arrears and unpaid for fifteen (15) business days after the due day for payment thereof (whether any formal or legal demand therefore shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default and the said interest shall be recoverable in the same manner as rent in arrears.

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

10. USE OF THE LAND AND IMPROVEMENTS

- 10.1 The Lessee shall be permitted the right to carry on the business specified in Item 10 of the Reference Schedule.
- 10.2 Should any of the uses of the Land and any Improvements be permissible only with the consent or licence of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or licence at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions required and the Lessee shall at all times comply with any conditions of such consent, order or authority obtained.
- 10.3 Where the Lessee is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or other consents from any Authority such as required under section 348 of the Local Government Act 1974, the Lessor agrees that it and any officer, or employee or agent of the Lessor shall not raise any objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.

11. NO FENCING

- 11.1 The Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land and any land owned or occupied by the Lessor but nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

12. STATUTORY REQUIREMENTS

- 12.1 The Lessee must comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:
- 12.1.1 ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act;
- 12.1.2 comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land and the requirements imposed and otherwise arising under the Resource Management Act; and
- 12.1.3 ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety in Employment Act 1992.
- 12.2 The Lessee shall not, during the term of this Lease:
- 12.2.1 Make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;

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

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

12.2.2 Suffer insolvency, bankruptcy or liquidation;

12.2.3 Suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this sub clause 12.2.3 shall have no application or effect whilst Her Majesty the Queen Acting By and Through the Commissioner of Police is the Lessee hereunder.

13. ASSIGNMENT OR SUBLETTING

13.1 The Lessee will not without the previous consent in writing of the Lessor assign or transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without some good cause having regard to the solvency or respectability of the proposed assignee or transferee or sub lessee. Notwithstanding this Clause where the Crown remains as the Lessee under this Lease and in occupation the consent of the Lessor shall not be required when another Crown Entity assumes occupation of all or any part of the Land except that on each occasion that a different Crown Entity or other Crown body or State Owned Enterprise assumes the role and obligations of the Lessee under this Lease the Lessee shall notify the Lessor in writing of that change.

13.2 In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange or a person under Clause 13.5 the Lessor may require the directors and/or the controlling shareholders of such company to enter into a deed guaranteeing the performance by that company of the terms of this Lease such guarantee to be in a form reasonably acceptable to the Lessor.

13.3 Clause 13 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.

13.4 For the purposes of Clause 13.1 any proposed change in the shareholding of the Lessee or any amalgamation under Section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be a deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in Clause 13.5.

13.5 For the purposes of Clause 13.1 any proposed change in the effective control of any Lessee that is a Crown Entity or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control in the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this Clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.

13.6 Where any assignment or transfer of this Lease is consented to by the Lessor, the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessor's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee but the execution of such covenant shall not release the Lessee from the Lessee's obligations under this Lease.

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

- 13.7 In the case of any assignment to any entity that is not the Crown (as that term is defined in this lease and in section 2 of the Public Finance Act 1989) the Parties agree that Item 6 of the Reference Schedule will be altered by the deleting of words **“Perpetual rights of renewal of ten (10) years each unless at the time of renewal the Lessee intends to cease carrying on the Permitted or any other use on the Land within the next five (5) years in which case the renewal shall be of five (5) years”** and inserting the words **“five (5) further rights of renewal of ten (10) years each”**.
- 13.8 Notwithstanding any Rule of Law or anything herein expressed or implied to the contrary where Her Majesty the Queen Acting By and Through the Commissioner of Police in New Zealand as Lessee assigns this Lease under the provisions of this clause 13, all the liabilities of the Lessee expressed or implied under this Lease, whether contingent or otherwise for the payment of future rents or other moneys or the future observants or performance of any of the Covenants, conditions or agreements on the part of the Lessee shall cease and determine absolutely as from the date of the Assignment thereof, but without releasing the Lessee from liability for any antecedent breach thereof.
- 13.9 For the avoidance of doubt the term “Crown” for the purposes of this Clause 13 shall not include a subsidiary of any Crown entity, Crown body or State Owned Enterprise.
14. **FIRST RIGHT OF REFUSAL WHERE ASSIGNMENT TO THIRD PARTIES PROPOSED**
- 14.1 In the case of a proposed assignment where that proposed assignment is to an entity other than the Crown or a State Owned Enterprise then:
- 14.1.1 The Lessee shall notify the Lessor of their intent to seek offers from third parties.
- 14.1.2 When an offer is received, the Lessee shall notify the Lessor in writing of the receipt of the offer and shall deliver a copy of the offer to the Lessor.
- 14.1.3 The Lessor may within twenty (20) business days of the delivery of the copy of the offer, give notice in writing to the Lessee of the Lessors intention to take an assignment of the Lease (and where applicable, purchase the Improvements) at the price and upon the terms contained in the offer.
- 14.1.4 Upon the Lessor giving notice of its intention to accept an assignment, the parties shall be deemed to have entered into a Deed of Assignment of Lease (and where applicable, to purchase the Improvements) on the terms contained in the offer and otherwise in accordance with this Memorandum of Lease.
- 14.1.5 If the Lessor does not give notice in terms of clause 14.1.3 then the Lessee shall be at liberty to accept the offer and complete an assignment of the Lease (and where applicable, the sale of Improvements) in accordance with the terms of this Lease, but only at the price and on the terms contained in the offer. If the offeror varies the terms of the offer, the Lessee must not accept the varied offer without first giving notice of the varied offer to the Lessor in terms of clause 14.1.3 whereupon all the terms of clause 14.1.3

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

shall apply to the varied offer except the Lessor shall have a period of ten (10) business days to advise whether it will accept the varied offer.

15. RENT REVIEW

- 15.1 Should the Lessor determine not to take an assignment of the Lessee's interest (and where applicable purchase the Improvements) pursuant to Clause 14, upon assignment the new lessee shall be required to enter into an immediate rent review with the Lessor on the basis of highest and best use.

16. LESSEE'S ACKNOWLEDGEMENT OF RISK

- 16.1 The Lessee agrees to occupy and use the Land and any Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Improvements thereon except where the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

17. QUIET ENJOYMENT / REPUDIATION

- 17.1 Provided the Lessee performs and observes the covenants provisos conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease. For the avoidance of doubt, the phrase "person or persons claiming under the Lessor" does not include beneficiaries of any trust of which the Lessor is trustee.

18. REGISTRATION

- 18.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 1952.
- 18.2 The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

19. IMPROVEMENTS DURING LEASE

- 19.1 Throughout the term of this Lease and on any renewal any Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing.
- 19.2 Throughout the term of this Lease and on any renewal the Lessee shall have the right to remove, alter, construct and demolish any Improvements on the Land ("Works") without the need to obtain the Lessor's consent providing all obligations required of the Lessee under this Lease relevant to Improvements on the Land are satisfied. Any alterations, construction or demolition of any Improvements to be completed by the Lessee shall, in all cases, be undertaken to a reasonable and proper standard and in accordance with the Building Act including all relevant regulations, codes and consents.

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

19.3 Prior to any Works under clause 19.2 being undertaken, the Lessee shall provide the Lessor with a general outline of the Works whether by way of outline sketch plans or in writing or a combination of the two.

20. IMPROVEMENTS ON TERMINATION OF LEASE

20.1 No later than twelve (12) months prior to the expiry of any term of Lease the Lessee may give notice ("**the Lessee's Transfer Notice**") to the Lessor specifying any Improvements which the Lessee wishes to transfer to the Lessor following expiry of the Lease or renewal. The Lessee's Transfer Notice shall contain details of those Improvements, their current market value and the proposed terms of transfer of the Improvements.

20.2 The Lessor agrees to consult with the Lessee regarding the Improvements specified in the Lessee's Transfer Notice, and to consider any proposal to transfer such Improvements. Nevertheless, the Lessee acknowledges that nothing in this clause or in the Lessee's Transfer Notice shall oblige the Lessor to take a transfer of, or to pay any compensation or consideration for, such Improvements.

20.3 If no agreement is reached regarding the transfer of Improvements pursuant to this clause (before six months prior to the expiry of the Lease, or before the earlier termination of the Lease), the following provisions of this Clause 20 shall apply.

20.4 On termination of this Lease (whether by expiry of time or otherwise) the Lessee shall remove, if the Lessee has not already done so, any Improvements specified in a written notice ("**the Lessee's Removal Notice**") which the Lessee shall give to the no later than six (6) months prior to the expiry of the Lease.

20.5 The Lessee must remove all Improvements specified in the Lessee's Removal Notice within the preceding six (6) months from the date of termination (time being of the essence) and must ensure within that time that all services to any Improvements are properly and lawfully disconnected, the Land under any Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed and left in a neat and tidy condition free of contamination as that term is defined in clause 22.

20.6 If the Lessee fails to remove any Improvements specified in the Lessee's Removal Notice in accordance with Clause 20.5 then the Lessor may remove them and all costs and expenses incurred directly and indirectly shall be recoverable against the Lessee.

20.7 Any Improvements remaining on the Land after the period referred to in Clause 20.5 shall become the property of the Lessor without any compensation or other payment whatsoever to the Lessee. Any Improvements remaining on the land shall have a current Building Warrant of Fitness certificate (where applicable).

20.8 The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease until it has met its obligations under Clause 20.5.

20.9 Whenever resource consent is required to remove or demolish any Improvements the Lessee shall obtain the consent prior to removal of any Improvements.

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

21. DESTRUCTION AND REDEVELOPMENT

21.1 The Lessee shall be entitled to carry out repairs, demolition, relocation, additions, reinstatement or redevelopment to any Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to demolish, relocate, redevelop, replace or add to any Improvements on the Land provided the following conditions are or will be satisfied:

21.1.1 any repair, demolition, relocation, addition, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and

21.1.2 the Lessee is able to obtain all resource and building consents necessary to carry out any works programme;

and upon satisfaction of such conditions the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Improvements or such part of Improvements requiring such work in accordance with the conditions set out above.

21.2 In the event that the Lessee is prevented from reinstating or rebuilding in the event of total or partial destruction it may, subject to Clause 21.3 terminate this Lease provided that the Lessee demolishes the Improvements and clears and restores the Land all in accordance with the requirements of Clause 20.5.

21.3 The Lessee shall give twelve (12) months notice of intention to terminate pursuant to Clause 21.2.

21.4 For the avoidance of doubt "prevent" for the purposes of Clause 21.2 shall:

21.4.1 include prevention from reinstatement or rebuilding on the Land pursuant to the Building Act or Resource Management Act.

21.4.2 not include "cost" or "replacement cost" as a basis for non reinstatement or rebuilding.

22. CONTAMINATION

22.1 If during the term of this Lease the Lessee through its use of the Land or of the Lessee's Improvements, causes, permits or allows Contamination of the Land or any other property, the Lessee shall forthwith, at its own cost, remediate the contaminated property to its condition prior to such Contamination occurring.

22.2 In this provision "Contamination" shall mean any change to the physical, biological, or chemical condition of the Land or any other property by a Contaminant and "Contaminant" shall have the meaning set out in Section 2 of the Resource Management Act 1991.

22.3 For the avoidance of doubt nothing in this lease shall preclude the Lessee from such obligations at law or equity as may exist should a Contamination be identified following the termination, assignment or subletting of this Lease, and should the Contamination be proven to be caused, permitted or allowed by the Lessee while they were in occupation of the Land.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

23. NOTICES

23.1 All notices must be in writing and must be served by one of the following means:

23.1.1 in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and

23.1.2 in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:

(a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or

(b) by personal delivery, or by posting by registered or ordinary mail, or by facsimile transmission.

23.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:

23.2.1 in the case of personal delivery, when received by the addressee at the address detailed in clause 23.3; and

23.2.2 in the case of posting by registered mail, on the third working day following the date of posting to the addressee at the address detailed in clause 23.3; and

23.2.3 in the case of facsimile transmission, on the working day following the date of sending to the addressee's facsimile number designated in clause 23.3 provided that the sender produces a confirmation notice that the facsimile has been sent on that day.

23.3 Details for Notices:

Lessor:

[The Chairperson of the Ngāti Rārua Settlement Trust]
PO Box 1026
Blenheim
Fax: 03 577 8408

Lessee:

Her Majesty the Queen acting through and by the Commission of New Zealand Police
C/- New Zealand Police
National Property Office
PO Box 3017
WELLINGTON
Fax: 04 498 7415
Attention: National Manager Asset Optimisation

23.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Lessor, it is to be supported by satisfactorily written delegation from the Lessor confirming the appointment of the party giving the notice.

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

24. DEFAULT BY LESSEE

24.1 The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the land at the time or any time thereafter:

24.2 If the rent shall be in arrear twenty (20) business days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) business days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;

24.3 In case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with Section 246 of the Property Law Act 2007;

and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

25. DISPUTE RESOLUTION

25.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.

25.2 If the parties cannot resolve a dispute or difference within fifteen (15) business days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR (Lawyers Engaged in Alternative Dispute Resolution).

25.3 If the parties cannot agree on any dispute resolution technique within a further fifteen (15) business days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under Clause 25.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.

25.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

26. COSTS

26.1 The parties shall each pay their own solicitors' costs on preparing and finalising this Lease.

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

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

- 26.2 The Lessee shall be responsible for the Lessor's reasonable legal costs in relation to preparing and finalising any rights of renewal, variations and approvals of assignments/subleases of this Lease.
- 26.3 The Lessee shall be responsible for payment of all registration fees including agency charges imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.
- 26.4 The Lessee shall pay for all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observance of any of the terms, covenants and conditions of this Lease.

27. LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS

- 27.1 The Lessor will have the right to inspect the Land no more than twice each year during the term or any renewal of this Lease with valuers or other experts and consultants provided such inspections are carried out at times reasonably acceptable to the Lessee on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. Any such inspections should be carried out in accordance with the Lessee's security and health and safety requirements and the Lessee shall have the right to change any suggested time to a mutually convenient time.
- 27.2 Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lessee for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.
- 27.3 If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:
- 27.3.1 complete a security check on terms reasonably acceptable to the Lessee:
- 27.3.2 provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing; and
- 27.3.3 familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.
- 27.4 The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.
- 27.5 Subject to the remainder of clause 27, the Lessee will during the period of twelve (12) months prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees or purchasers and allow the Lessor to affix to the Land appropriate sale or reletting notices.
- 27.6 The Lessee has the right to check the credentials of individuals conducting inspections and may refuse entry if credentials are not acceptable.

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

28. DISPOSAL OF LESSOR'S INTEREST

28.1 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land provided:

28.1.1 any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and

28.1.2 that while Her Majesty the Queen is the Lessee and occupies the Land the following further provisions shall apply:

(a) The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).

(b) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably believes in good faith that either:

(i) The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or

(ii) The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within five (5) business days of receiving the Lessor's advice pursuant to clause 28.1.2(b) above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

(c) If the Lessor does not receive written notice from the Lessee pursuant to clause 28.1.2(b) above together with grounds to substantiate its reasonable apprehension within five (5) business days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.

(d) If the Lessee objects to the proposed Assignee in accordance with clause 28.1.2(b) above, then the Lessor shall not dispose of its interest to the proposed Assignee.

(e) If the Lessor fails to advise the Lessee in writing of the disposal of its interest in the Land and the Lessee has objections to the proposed Assignee based on those reasons set out in clauses 28.1.2(b) above, then the Lessee shall be entitled at any time thereafter to terminate this Lease on five (5) business days written notice and the Lessee's obligations under this Lease shall cease from the expiration of such notice.

29. HOLDING OVER

29.1 If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) business days written notice at the rent then payable per month for the Land and otherwise on the same covenants and

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

30. EXCLUSION OF IMPLIED PROVISIONS

30.1 The following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

- (a) Clause 10 - Premises unable to be used for particular purpose;
- (b) Clause 11 - Power to inspect premises.
- (c) Clauses 13(2) and 13(3) - Lessee to keep and yield up the premises in the existing condition.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

SCHEDULE OF LAND

Blenheim Police Station site situated at 8 Main Street, Blenheim, New Zealand being Part Lot 1 Deposited Plan 430, 1506m².

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.3 LEASE WITH NEW ZEALAND POLICE FOR THE BLENHEIM POLICE STATION

LEASE OF FREEHOLD

Correct for the purposes of the Land Transfer
Act 1952

Being Part Lot 1 Deposited Plan 430

Situate in town of Blenheim

the Ngāti Rārua Settlement Trust
Lessor

HER MAJESTY THE QUEEN
acting by and through the
COMMISSIONER OF POLICE
Lessee

Particulars entered in the Register
on the date and at the time recorded

(
District Land Registrar Assistant of
the Wellington Land Registry

6.4 LEASE WITH MINISTRY OF EDUCATION FOR LEASEBACK PROPERTIES

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.4: LEASE WITH THE MINISTRY OF EDUCATION FOR LEASEBACK PROPERTIES

WITHOUT PREJUDICE and SUBJECT TO APPROVAL BY MINISTER
25 October 2012

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

MEMORANDUM OF LEASE dated
20

LESSOR []
("the Lessee")

LESSEE HER MAJESTY THE QUEEN acting by and through the Secretary for Education ("the Lessee")

- A. The Lessor owns the Land described in Item 1 of Schedule A ("the Land").
- B. The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Memorandum.
- C. The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- D. The Lessor and the Lessee agree to the conditions in Schedule B.
- E. The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants in Schedules A and B.

SIGNED for
[])
as Lessor by two of its trustees:)

Trustee's Signature

Trustee's Full Name (please print)

Trustee's Signature

Trustee's Full Name (please print)

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

6.4: LEASE WITH THE MINISTRY OF EDUCATION FOR LEASEBACK PROPERTIES

SCHEDULE A

- ITEM 1 THE LAND**
[Insert full legal description. Note that improvements are excluded].
- ITEM 2 START DATE**
[Insert start date].
- ITEM 3 ANNUAL RENT**
\$[] plus GST per annum payable monthly in advance on the first day of each month with a first payment due on the [Date] day of [Month & Year].
- ITEM 4 TERM OF LEASE**
21 Years.
- ITEM 5 LESSEE OUTGOINGS**
- 5.1 Rates and levies payable to any local or territorial authority, excluding only taxes levied against the Lessor in respect of its interest in the Land
- 5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).
- 5.2 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.
- 5.3 Maintenance of carparking areas.
- 5.4 All costs associated with the maintenance or replacement of any fencing on the Land.
- ITEM 6 PERMITTED USE**
The Permitted Use referred to in clause 9.
- ITEM 7 RIGHT OF RENEWAL**
Perpetual rights of renewal of 21 years each from [Date], and each 21st yearly anniversary after that date.
- ITEM 8 RENT REVIEW DATES**
[Date] and 7 yearly after that Date.
- ITEM 9 LESSEE'S IMPROVEMENTS**
As defined in clause 1.8 and including the following existing improvements: [List all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent or sublessee or licensee of the Lessee on the Land].

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.4: LEASE WITH THE MINISTRY OF EDUCATION FOR LEASEBACK PROPERTIES

SCHEDULE B

1 Definitions

1.1 The expression "**the Lessor**" includes and binds:

- (a) the persons executing this Lease as Lessor; and
- (b) any Lessor for the time being under it; and
- (c) all the respective executors, administrators, successors, assigns and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The expression "**the Lessee**" includes and binds:

- (a) the person executing this Lease as Lessee; and
- (b) all the Lessees for the time being under it; and
- (c) all the respective executors, administrators, successors, assigns and successors in the title of each Lessee and if more than one jointly and severally.

1.3 "**Crown**" has the meaning given to it in section 2(1) of the Public Finance Act 1989 and includes:

- (a) Her Majesty the Queen in right of New Zealand; and
- (b) all Ministers of the Crown and all Departments.

1.4 "**Crown Body**" means:

- (a) the Crown (whether acting through a Minister or otherwise);
- (b) a Crown entity (as defined in section 7(1) of the Crown Entities Act 2004);
- (c) a state enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); or
- (d) any company or body which is wholly owned or controlled by any one or more of the following:

- (i) the Crown;
- (ii) a Crown entity; or
- (iii) a state enterprise;

and includes:

- (iv) a subsidiary of, or related company to, a company or body referred to it in clause 1.4 (d); and
- (v) the New Zealand Railways Corporation.

1.5 "**Department**" has the meaning given to it in section 2 of the Public Finance Act 1989.

1.6 "**Education Purposes**" means any or all lawful activities necessary for, or reasonably related to, the provision of education.

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

6.4: LEASE WITH THE MINISTRY OF EDUCATION FOR LEASEBACK PROPERTIES

- 1.7 "The Land", "The Start Date", "Annual Rental", "Term of Lease", "Lessee's Outgoings" and "Permitted Use" have the meanings set out in Schedule A.
- 1.8 "Lessee's Improvements" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.9 "Lessee's Outgoings" means all outgoings the Lessee is obliged to pay under this Lease.
- 1.10 "Maintenance" includes repair.
- 1.11 "Sublet" and "sublease" include the granting of a licence to occupy the Land or part of it.
- 1.12 References to a statute include regulations, orders, rules or notices made under that statute and include all amendments to or replacements of that statute.
- 2 Payment of Annual Rent**
- 2.1 The Lessee will pay the Annual Rent as provided in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at 6.25% of the Transfer Value of the Land.
- 3 Rent Review**
- When a party initiates the rent review process as set out in clause 3.5:
- 3.1 At each rent review the Annual Rent will be calculated at 6.25% of the value calculated at the mid point between the Current Market Value of the Land as a School Site set out in clause 3.2 and the Nominal Value as set out in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1 above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 The highest and best use referred to in clause 3.2 is to be based on the zoning for the Land in force at the beginning of that Term.
- 3.4 The Nominal value is:
- (a) for the first Rent Review Date: a value based on 4% growth per annum of the Transfer Value of the Land
 - (b) for subsequent Rent Review Dates: a value based on 4% growth per annum of the reset value fixed under clause 3.1 above.
- 3.5 The rent review process will be as follows:
- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent which the notifying party considers should be charged from that Rent Review Date.
 - (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the notifying party's notice which will be payable in accordance with step (l) below.

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

6.4: LEASE WITH THE MINISTRY OF EDUCATION FOR LEASEBACK PROPERTIES

- (c) If the notified party does not agree with the notifying party's assessment it has 30 working days after it receives the notice to issue a notice disputing the proposed new rent, in which case the steps set out in (d) to (k) below must be followed.
- (d) Until the new rent has been determined, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 28 days then the new rent may be determined either:
 - (i) by one party giving written notice to the other requiring the new rent to be determined by arbitration; or
 - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 28 days each party will appoint a valuer and give written notice of the appointment to the other party.
- (h) The two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire, they must ask the president of the Property Institute of New Zealand Incorporated to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new rent by agreement. If they fail to agree within 56 days the rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the valuers or umpire within the period, and on the conditions, set by the valuers or umpire. Each party must consider any representations but is not bound by them.
- (k) When the rent has been determined, the umpire or valuers must give written notice of it to the parties. Notice given by an umpire must provide how the costs of the determination are to be divided and the parties must pay their share accordingly. If the rent is determined by the parties' valuers and not the umpire, the parties will pay their own costs.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the Lessor's notice if such notice is given later than three months after the Rent Review Date.
- (m) The rent review may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation].

4 Payment of Lessee Outgoings

During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the creditors concerned.

5 Valuation Roll

Where this lease is registered under section 115 of the Land Transfer Act 1952 and is for a term of not less than 10 years (including renewals):

- 5.1 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land; and

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

6.4: LEASE WITH THE MINISTRY OF EDUCATION FOR LEASEBACK PROPERTIES

5.2 the Lessee will be responsible for payment of any rates.

6 Utility Charges

6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.

6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.

6.3 If required to do so by the Lessor or any territorial or local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

7 Goods and Services Tax

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the rental and other payments payable by the Lessee under this lease.

8 Interest

If the Lessee fails to pay within 14 days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for overdraft accommodation plus a margin of 4% accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

9 Permitted Use of Land

The Land may be used for:

- (a) Education Purposes; and/or
- (b) any other Public Work, including any lawful secondary or incidental use, PROVIDED THAT any such Public Work or use is:
 - (i) required for wider social and health initiatives that complement the school; and
 - (ii) compatible with the core use of the Land as a school site.

10 Designation

The Lessor consents to the Lessee seeking a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease, provided that the Lessee agrees to notify the Lessor of any material change in designation.

11 Compliance with Law

The Lessee must at its own cost comply with the provisions of all relevant legislation.

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

6.4: LEASE WITH THE MINISTRY OF EDUCATION FOR LEASEBACK PROPERTIES

12 Hazards

12.1 The Lessee must:

- (a) take all reasonable steps to minimise any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used on the Land in accordance with all relevant Legislation; and
- (b) promptly remedy any hazard that may arise on the Land.

12.2 The Lessor agrees to remedy promptly and at its own cost any hazard arising from any altered state of the Land caused by any natural event including flood, earthquake, slip and erosion.

13 Contamination

13.1 When this Lease ends the Lessee agrees to remedy any Contamination which has been caused by the Lessee's use of the Land by restoring the Land to a standard reasonably fit for human habitation.

13.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.

13.3 In this provision "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

14 Maintenance of Lessee's Improvements

The Lessee must at its expense keep any Lessee's Improvements in good condition during the Term of this Lease.

15 Construction of or Alterations to Lessee's Improvements

15.1 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.

15.2 The Lessee may without the Lessor's consent conclude all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.

15.3 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.

16 No Lessor Maintenance

The Lessee acknowledges that the Lessor has no maintenance obligations for any of the Lessee's Improvements on the Land.

6.4: LEASE WITH THE MINISTRY OF EDUCATION FOR LEASEBACK PROPERTIES

17 Lessor's Acknowledgments as to Lessee's Improvements

The Lessor acknowledges that:

- (a) Despite any rule of law or equity to the contrary, the Lessee will own all Lessee's Improvements whether or not attached to the land throughout the period of this Lease and any improvements owned by third parties shall continue to be owned by those third parties.
- (b) The Lessee must insure the Lessee's Improvements in its own name or self insure.
- (c) If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and the Lessee will own any insurance proceeds.
- (d) If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- (e) If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within 3 working days from the date of their receipt by the Lessor.
- (f) The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Period without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from contamination in accordance with clause 13.

18 Removal of Lessee's Improvements

- 18.1 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without being obliged to pay the Lessor any compensation for their removal if they are removed by the expiry date. The Lessor's consent is not required to any removal.
- 18.2 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvement or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.
- 18.3 The Lessor must not impede the removal of any Lessee's Improvements from the Land at any time during the Term of the Lease.
- 18.4 Improvements are to be left in a clean, tidy and safe state.

19 Rubbish Removal

The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.

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

6.4: LEASE WITH THE MINISTRY OF EDUCATION FOR LEASEBACK PROPERTIES

20 Signs

The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessor's consent is needed for other signs. The Lessee must remove all signs at the end of the Lease.

21 Insurance

- 21.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.
- 21.2 Each party has the right (subject to the rights of any of its mortgagees) to decide whether or not to reinstate any property insured by it, and the other party must abide by that decision.
- 21.3 The Lessee shall ensure that any third party permitted to occupy part of the Land which is not a Crown Body must have adequate insurance at its own cost against all public liability.

22 Fencing

- 22.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land owned by the Lessor.
- 22.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

23 Quiet Enjoyment

- 23.1 If the Lessee pays the rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Period without any interruption by the Lessor or any person claiming by, through or under the Lessor.
- 23.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

24 Benefits to Land Not to be Restricted or Cancelled

The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

25 Assignment

- 25.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the lease without the Lessor's consent to:
- (a) any Crown Body; or
 - (b) any other party provided that the assignment complies with the Education Act 1989 and the Public works Act 1981.
- 25.2 If the Lessee wishes to assign the lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).
- 25.3 Without limiting clause 25.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 25 or a subletting for the purposes of clause 26.

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

6.4: LEASE WITH THE MINISTRY OF EDUCATION FOR LEASEBACK PROPERTIES

25.4 The Lessee has the right to dispose of or transfer all or part of its interest in the Land under section 40, 41, 42, 50 or 52 of the Public Works Act 1981 and this will not be deemed to be an assignment for the purposes of clause 25 or a subletting for the purposes of clause 26.

25.5 If the Lessee proposes to enter into any assignment in which the Land will no longer be used for Education Purposes, the Lessor may, as a precondition to the grant of its consent, require the assignee to renegotiate in good faith the provisions of this Lease.

26 Subletting

26.1 Provided that the Land continues to be used for the Education Purposes, the Lessee has the right to sublet or grant a licence without the Lessor's consent to:

(a) any Crown Body; or

(b) any other party provided that the sublease or licence complies with the Education Act 1989 and the Public works Act 1981.

26.2 If the Lessee wishes to sublet to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).

27 Occupancy by School Board of Trustees

27.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on the terms and conditions set by the Lessee in accordance with the Education Act 1989 and otherwise consistent with this Lease and with the lawful functions of a board of trustees.

27.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 26 extends to any board of trustees occupying the Land.

27.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education Act 1989 and any licence or lease to any third party existing at the Start Date of this Lease shall continue in effect until that licence or lease ends.

27.4 For the avoidance of doubt, the board of trustees is responsible for complying with all health and safety requirements in accordance with the Property Occupancy Document notified to the board by the Secretary for Education.

28 Lessee Break Option

28.1 Subject to clause 28.2, the Lessee may at any time end this Lease by giving not less than 6 months notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

28.2 For the initial term only, the Lessee will pay a further 24 months' rent to the Lessor in addition to the 12 months specified in clause 28.1.

29 Breach

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

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

6.4: LEASE WITH THE MINISTRY OF EDUCATION FOR LEASEBACK PROPERTIES

30 Notice of Breach

- 30.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 29 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:
- (a) by paying the Lessor all money necessary to remedy the breach within one month of the notice; or
 - (b) by undertaking in writing to the Lessor within one month of the notice to remedy the breach and then remedying it within a reasonable time having regard to the nature and extent of it; or
 - (c) by paying to the Lessor within three months of the notice compensation of an amount that is to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of it.
- 30.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

31 Renewal

- 31.1 If the Lessee has performed its obligations under this Lease and given written notice to renew the Lease at least twelve months before the end of the initial term of 21 years then the Lessor will renew the Lease for the next further term from the renewal date and each party will meet its own costs relating to the renewal.
- 31.2 The Annual Rent must be agreed or determined in accordance with clause 3.
- 31.3 The renewed lease will otherwise be on the terms and conditions expressed or implied in this Lease, including this right of renewal.

32 Right of First Refusal for Lessor's Interest

- 32.1 If at any time before the expiry or earlier termination of the Term, the Lessor:
- (a) decides to sell or transfer the Lessor's interest in the Land; or
 - (b) receives an offer to purchase the Lessor's interest in the Land and wishes to accept that offer;

the Lessor must immediately give written notice (Lessor's Notice) to the Lessee setting out the terms on which the Lessor wishes to sell the Land, or the terms of the offer received (as the case may be). In the case of the Lessor's desire to sell, the offer must comprise the agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District Law Society.

- 32.2 The Lessee will have 60 working days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor (Lessee's Notice) accepting the offer contained in the Lessor's Notice.
- 32.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 32.2, then the Lessor may sell or transfer the Lessor's interest in the Land to any other person on no more favourable terms than those previously offered to the Lessee.

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

6.4: LEASE WITH THE MINISTRY OF EDUCATION FOR LEASEBACK PROPERTIES

32.4 If the Lessor wishes, or agrees, to offer more favourable terms for selling or transfer of the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms, by written notice to the Lessee and clauses 32.1-32.4 (inclusive) shall apply and if the re-offer is made within six months of the Lessor's Notice the 60 working day period shall be reduced to 30 working days.

33 Right of First Refusal for Lessee's Improvements

33.1 If at any time during the term or any extension of the term the Lessee desires to sell any Lessee's Improvements which are no longer required for Education Purposes and on the basis that the Improvements are to be removed from the Land, the Lessee shall first deliver written notice ("The Lessee's Notice") specifying the price, terms and conditions upon which the Lessee is prepared to sell the Lessee's Improvements.

33.2 The Lessor shall have sixty working days from the receipt of the Lessee's Notice to advise the Lessee by written notice ("the Lessor's Notice") whether the Lessor wishes to acquire the Lessee's Improvements on the terms and conditions specified in the Lessee's Notice. If the Lessor's Notice contains advice that the Lessor wishes to acquire the Lessee's Improvements on those terms and conditions, then from receipt by the Lessee of the Lessor's Notice a binding agreement will exist for the sale and purchase of the Lessee's Improvements, at a price and on the terms and conditions specified in the Lessee's Notice.

33.3 If the Lessor either does not respond to the Lessee's Notice within the period as provided in clause 33.2 (time being strictly of the essence) or the Lessor Notice contains advice the Lessor does not wish to purchase the Lessee's Improvements on the terms and conditions stipulated in the Lessee's Notice, then at any time within the twelve months from the date of the Lessee's Notice the Lessee may sell the Lessee's Improvements to another party on terms and conditions no more favourable to the purchaser than those provided for in the Lessee's Notice. If within such period the Lessee wishes to offer more favourable terms and conditions of sale it must first re-offer the Lessee's Improvements to the Lessor under clause 33.1 but the Lessor shall have thirty working days in which to respond.

34 Entire Agreement

This Lease sets out the entire agreement between the parties in relation to the lease of the Land and any variation must be recorded in writing and executed in the same way as this Lease.

35 Disputes

35.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.

35.2 If the parties cannot resolve a dispute or difference within fifteen working days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).

35.3 If the parties cannot agree on any dispute resolution technique within a further fifteen working days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under Clause 35.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996.

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

6.4: LEASE WITH THE MINISTRY OF EDUCATION FOR LEASEBACK PROPERTIES

35.4 The parties will co-operate to ensure the efficient conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

36 Service of Notices

36.1 Notices given under this Lease must be in writing and served by one of these means (unless otherwise required by sections 352 to 361 Property Law Act 2007):

- (a) as authorised by sections 354 to 361 of that Act; or
- (b) by personal delivery, registered or ordinary mail, fax, or email.

36.2 Notices delivered by personal delivery, mail, fax or email are deemed to have been served:

- (a) by personal delivery, when received by the addressee
- (b) by registered or ordinary mail, on the second working day after the date of posting to the addressee's last known address
- (c) by fax, when sent to the addressee's fax number
- (d) or email, when acknowledged by the addressee by return email or otherwise in writing.

The Lessee's contact details at the Start Date are:

The Secretary for Education
Ministry of Education
45-47 Pipitea Street
Private Bag 1666
WELLINGTON.

The Lessor's contact details at the Start Date are:

[INSERT CONTACT DETAILS]

37 Registration of Lease

The parties acknowledge their agreement that the Lessee may at its expense register this Lease under the Land Transfer Act 1952. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

38 Costs

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the lease.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.4: LEASE WITH THE MINISTRY OF EDUCATION FOR LEASEBACK PROPERTIES

LESSOR:

LESSEE:

HER MAJESTY THE QUEEN
acting by and through the Secretary
for Education

MEMORANDUM OF LEASE

THE SECRETARY FOR EDUCATION
MINISTRY OF EDUCATION
NATIONAL OFFICE
WELLINGTON

**7. ENCUMBRANCES FOR LICENSED LAND PROPERTIES AND
THE UNLICENSED LAND**

7.1 TYPE A ENCUMBRANCE

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.1: TYPE A ENCUMBRANCE

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

BARCODE

Grantor

Surname must be underlined or in CAPITALS

[Names of Trustees of [Trusts] to be inserted]

Grantee

Surname must be underlined

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

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

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

Dated this

day of

20

Attestation

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

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

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.
REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.1: TYPE A ENCUMBRANCE

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1

Easement instrument

Dated

Page

of

Pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	[to be inserted]	[to be inserted]	In gross

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

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

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

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

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

[the provisions set out in Annexure Schedule 2].

Covenant provisions

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

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

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

[Annexure Schedule 2].

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

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.1: TYPE A ENCUMBRANCE

Approved by Registrar-General of Land under No. 2003/5041
Annexure Schedule

Insert type of instrument

Easement - Type A

Dated

Page

1

of

7

pages

(Continue in additional Annexure Schedule, if required.)

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Easement Instrument, 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 Grantor'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]

"**Her Majesty the Queen** 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 Easement Instrument 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 Easement Instrument;

1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;

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 Grantor hereby grants to the Grantee a right of way in gross over that part of the Grantor'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 Easement instrument.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.1: TYPE A ENCUMBRANCE

Approved by Registrar-General of Land under No. 2003/5041
Annexure Schedule

Insert type of instrument

Easement - Type A

Dated

Page

2

of

7

pages

(Continue in additional Annexure Schedule, if required.)

2.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall duly observe the obligations imposed on it under this Easement Instrument.

3 OBLIGATIONS OF THE GRANTEE

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

3.1 The Grantee shall when passing or repassing over the Grantor's Land:

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

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

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 forest produce 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.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.1: TYPE A ENCUMBRANCE

Approved by Registrar-General of Land under No. 2003/5041
Annexure Schedule

Insert type of instrument

Easement - Type A

Dated

Page

3

of

7

pages

(Continue in additional Annexure Schedule, if required.)

- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.
- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument 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

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.1: TYPE A ENCUMBRANCE

Approved by Registrar-General of Land under No. 2003/5041
Annexure Schedule

Insert type of instrument

Easement- Type A

Dated

Page

4

of

7

pages

(Continue in additional Annexure Schedule, if required.)

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 forest produce 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 forest produce without the prior written approval of the Grantor.

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

3.11 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

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.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.1: TYPE A ENCUMBRANCE

Approved by Registrar-General of Land under No. 2003/5041
Annexure Schedule

Insert type of instrument

Easement- Type A Dated Page of pages

(Continue in additional Annexure Schedule, if required.)

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 preparation, registration and enforcement of any provision in this Easement Instrument.

6. **LICENCE** *[this clause will be omitted if there is no Crown forestry licence at the time the 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 Grantor's Land and this Easement Instrument is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Easement Instrument.

7 **ASSIGNMENT**

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

7.1.1 any Crown entity as defined in section 2(1) of the Public Finance Act 1989;

7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

7.1.3 any person who holds the land in trust for the Grantee; or

7.1.4 any other person with the prior consent of the Grantor, which shall not be unreasonably withheld.

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

8 **DELEGATION**

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument 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

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.1: TYPE A ENCUMBRANCE

Approved by Registrar-General of Land under No. 2003/5041
Annexure Schedule

Insert type of instrument

Easement- Type A

Dated

Page

6

of

7

pages

(Continue in additional Annexure Schedule, if required.)

appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

9 NOTICES

9.1 Any notices to be given by one party under this Easement Instrument 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 Grantor's address as set out in paragraph 1 of the First Schedule; and

9.1.2 the Grantee'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.

10 SEVERABILITY

If any part of this Easement Instrument 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 Easement Instrument which shall remain in full force.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.1: TYPE A ENCUMBRANCE

Approved by Registrar-General of Land under No. 2003/5041
Annexure Schedule

Insert type of instrument

Easement - Type A

Dated

[]

Page

7

of

7

pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Attestation"

SIGNED by [the trustees of the [Trusts]])
of **governance entity** as Grantor by:)
[])
in the presence of:) _____

Signature of witness

Witness name

Occupation

Address

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
as Grantee by:)
[])
Conservator for the [])
Conservancy acting for the Minister of)
Conservation under delegated authority)
pursuant to sections 57 and 58 f the)
Conservation Act 1987 and section 41 of the)
State Sector Act 1988, in the presence of:) _____

Signature of witness

Witness name

Occupation

Address

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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

7.2 TYPE B ENCUMBRANCE

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

7.2: TYPE B ENCUMBRANCE

Date

PARTIES

- 1 **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (the "Grantor")
- 2 **[THE TRUSTEES OF THE [TRUSTS]]** (the "Grantee")

BACKGROUND

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

BY THIS DEED IT IS AGREED AND DECLARED as follows:

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In this Deed, unless the context otherwise requires:

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

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

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

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

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

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

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

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

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Grantee's Land and includes the employees, agents, contractors and successors and assigns of the Crown Forestry Licensee;]

1.2 Construction

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

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;

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

7.2: TYPE B ENCUMBRANCE

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

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

2 GRANT OF ACCESS RIGHTS

2.1 Pursuant to section [enter appropriate section and title of settlement legislation] the Grantor hereby grants to the Grantee a right of way over that part of the Grantor's Land shown marked [] on DP [] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Deed to the intent that the easement shall be forever appurtenant to the Grantee's Land as set out in the First Schedule.

2.2 In consideration of the Grantor agreeing to enter into this Deed the Grantee shall duly observe the obligations imposed on it under this Deed.

3 OBLIGATIONS OF THE GRANTEE

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

3.1 The Grantee shall when passing or repassing over the Grantor's Land:

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

3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor provided that the Grantee shall be permitted, without limitation to use any class of vehicle which is ordinarily used in a production forest (including, but not limited to, haulers and heavy logging trucks);

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

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

3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of 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.

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

7.2: TYPE B ENCUMBRANCE

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

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.2: TYPE B ENCUMBRANCE

- 3.11 The Grantee shall comply at all times with all statutes and regulations, in particular the Conservation Act 1987 and the Acts in its First Schedule where relevant, and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed. Provided that pursuant to section [*enter appropriate section and title of settlement legislation*], this easement will be enforceable in accordance with its terms, notwithstanding Part 3B of the Conservation Act 1987.

4 GRANTOR'S RIGHTS

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

5 COSTS

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

6 LICENCE

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

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

7 REGISTRATION

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

8 DELEGATION

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

9 NOTICES

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

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

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

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

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.2: TYPE B ENCUMBRANCE

SIGNED for and on behalf of [THE)
TRUSTEES OF THE [TRUSTS]])
as Grantee by:)
[])
in the presence of:) _____

Signature of witness

Witness name

Occupation

Address

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.2: TYPE B ENCUMBRANCE

FIRST SCHEDULE

1. GRANTOR'S LAND:

[enter details]

2. GRANTOR'S ADDRESS:

Department of Conservation

3. GRANTEE'S LAND:

[enter details]

4. GRANTEE'S ADDRESS:

[Trusts]

7.3 TYPE C ENCUMBRANCE

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.3: TYPE C ENCUMBRANCE

EASEMENT INSTRUMENT TO GRANT EASEMENT

Pursuant to section 90 Land Transfer Act 1952

Land Registration District

Marlborough

BARCODE

Grantor

Surname must be underlined

[TRUSTEES OF THE NGĀTI RĀRUA SETTLEMENT TRUST]

Grantee

Surname must be underlined

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

Grant of easement or profit à prendre or creation or covenant

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

Dated this

day of

20[]

Attestation

Signature [Common seal] of the trustees of the Ngāti Rārua Settlement Trust as Grantor	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address

Conservator for the Nelson-Marlborough Conservancy acting for The Minister of Conservation under delegated authority pursuant to Sections 57 and 58 of the Conservation Act 1987

Signature [common seal] of Grantee

Signed in my presence by the Grantee

Signature of witness
Witness to complete in BLOCK letters (unless legibly printed)
Witness name
Occupation
Address

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.3: TYPE C ENCUMBRANCE

Annexure Schedule 1

Easement Instrument

Dated

201[] Page 1 of 1

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant Tenement (Identifier/CT or in gross)
Right of Way	Marked A and D on SO 348089	Computer Freehold Register 564144	Computer Freehold Register 566621

Easements rights and powers

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

The implied rights and powers are hereby added to by the provisions set out in Annexure Schedule 2

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

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.3: TYPE C ENCUMBRANCE

Annexure Schedule 2

EASEMENT Dated

2011

Page 1 of 5 pages

(Continue in additional Annexure Schedule, if required.)

1 DEFINITIONS

In this Easement Instrument, unless the context otherwise requires:

"Grantee" means the registered proprietor of the Grantee's Land and includes the Grantee's servants, tenants, agents, employees, contractors, licensees and invitees of the Grantee but does not include members of the general public;

"Grantor" means the registered proprietor for the time being of the Grantor's Land;

"Grantee's Land" means the land described as the Dominant Land in Schedule A of this Easement Instrument; and

"Grantor's Land" means the land described as the Servient Land in Schedule A of this Easement Instrument.

2 CONSTRUCTION

In the construction of this Easement Instrument unless the context otherwise requires:

2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;

2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;

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 include substituted provisions that substantially correspond to those referred to; and

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

3 GRANT OF ACCESS RIGHTS

3.1 The Grantor hereby grants to the Grantee a right of way over those parts of the Grantor's Land shown in Schedule A of this Easement Instrument together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 and the Fifth Schedule to the property Law Act 2007 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument to the intent that the easement shall be forever appurtenant to the Grantee's Land.

3.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall observe the obligations imposed on it under this Easement Instrument.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.3: TYPE C ENCUMBRANCE

Annexure Schedule 2

EASEMENT Dated

2011

Page 2 of 5 pages

(Continue in additional Annexure Schedule, if required.)

4 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under Clause 3 are granted subject to the following conditions and obligations:

4.1 The Grantee shall when passing or repassing over the Grantor's Land:

4.1.1 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;

4.1.2 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;

4.1.3 not take or cause to be taken over the Grantor's Land any welding equipment 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;

4.1.4 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;

4.1.5 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 forest produce 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 4.1.5):

(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;

4.2 Subject to Clauses 4.4 and 4.7, 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;

4.3 Subject to Clauses 4.4 and 4.7, in the event that the Grantor's roads, tracks and other 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;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.3: TYPE C ENCUMBRANCE

Annexure Schedule 2

EASEMENT Dated

2011

Page 3 of 5 pages

(Continue in additional Annexure Schedule, if required.)

4.4 When carrying out any repairs, maintenance or improvements to a road under clauses 4.2 and 4.3, the Grantee shall not:

- (a) widen the road; or
- (b) alter the location of the road; or
- (c) alter the way in which the run-off from the road is disposed of; or
- (d) change the nature of the road surface; or
- (e) 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;

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

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

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

4.8 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 forest produce 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 forest produce without the prior written approval of the Grantor;

4.9 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; and

4.10 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

5. **MAINTENANCE**

5.1 Subject to Clauses 5.2 and 5.3, if the Grantee's use of the right of way is sufficient to require maintenance costs, then the Grantor may charge the Grantee for maintenance based on actual costs and actual use by the Grantee.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule 2

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.3: TYPE C ENCUMBRANCE

EASEMENT Dated

2011

Page 4 of 5 pages

(Continue in additional Annexure Schedule, if required.)

5.2 The Grantee shall be liable for the cost of repairing any damage to the roads subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantee.

5.3 The Grantor shall be liable for the cost of any damage to the roads subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantor.

6 **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 Easement Instrument.

7 **LEASE**

The Grantor and the Grantee record that at the time that the easement is granted there is a lease registered over the Grantor's land in favour of Marlborough Regional Forestry as lessee. This Easement Instrument is entered into subject to, and does not override the terms of the lease.

8 **ASSIGNMENT**

The Grantee may assign all its rights and obligations under this Easement Instrument and from the date of such assignment shall cease to have any liability whatsoever in respect of this Easement Instrument. The Grantor agrees to release the Grantee from all obligations under this Easement Instrument from the date of such assignment.

9 **DELEGATION**

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument 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 Easement Instrument.

10 **NOTICES**

10.1 Any notices to be given by one party under this Easement Instrument 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:

10.1.1 The Grantor's address as set out in paragraph 1 of the Schedule for Notices; and

10.1.2 The Grantee's address as set out in paragraph 2 of the Schedule for Notices.

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

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule 2

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.3: TYPE C ENCUMBRANCE

EASEMENT Dated

2011

Page 5 of 5 pages

(Continue in additional Annexure Schedule, if required.)

11 DISPUTES

11.1 If any party hereto has any dispute with any party in connection with the provisions of this Easement Instrument

11.1.1 That party will give full written particulars of the dispute to the other;

11.1.2 The parties will promptly meet together and in good faith try and resolve the dispute.

11.2 If the dispute is not resolved in 14 days of written particulars being given (or any longer period agreed by the parties) the dispute will be referred to arbitration in accordance with the Arbitration Act 1996.

12 SEVERABILITY

If any part of this Easement Instrument 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 Easement Instrument which shall remain in force.

SCHEDULE FOR NOTICES

Grantor's Address:

[]

Grantee's Address:

The Conservator
Nelson-Marlborough Conservancy
Department of Conservation
Monro State Building
186 Bridge Street
Private Bag 5
NELSON

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

7.4 TYPE D ENCUMBRANCE

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.4: TYPE D ENCUMBRANCE

Land Registration District

Marlborough

BARCODE

Grantor

Surname must be underlined

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

Grantee

Surname must be underlined

[TRUSTEES OF THE NGĀTI RĀRUA SETTLEMENT TRUST]

Grant of easement or profit à prendre or creation or covenant

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

Dated this

day of

20[]

Attestation

Conservator for the Nelson-Marlborough
Conservancy acting for The Minister of
Conservation under delegated authority pursuant to
Sections 57 and 58 of the Conservation Act 1987

Signature [common seal] of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [Common seal] of the trustees of
the Ngāti Rārua Settlement Trust as Grantor

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.4: TYPE D ENCUMBRANCE

Annexure Schedule 1

Easement Instrument

Dated 201[]

Page 1 of 1

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant Tenement (Identifier/CT or in gross)
Right of Way	Marked B and C on SO 348089	Sections 2 and 3 SO 348089	Computer Freehold Register 564144

Easements rights and powers

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

The implied rights and powers are hereby added to by the provisions set out in Annexure Schedule 2

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

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.4: TYPE D ENCUMBRANCE

Annexure Schedule 2

EASEMENT Dated

2011

Page 1 of 5 pages

(Continue in additional Annexure Schedule, if required.)

1 DEFINITIONS

In this Easement Instrument, unless the context otherwise requires:

"Grantee" means the registered proprietor of the Grantee's Land and includes the Grantee's servants, tenants, agents, employees, contractors, licensees and invitees of the Grantee;

"Grantor" means the registered proprietor for the time being of the Grantor's Land;

"Grantee's Land" means the land described as the Dominant Land in Schedule A of this Easement Instrument; and

"Grantor's Land" means the land described as the Servient Land in Schedule A of this Easement Instrument.

2 CONSTRUCTION

In the construction of this Easement Instrument unless the context otherwise requires:

2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;

2.2 references to Clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;

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 include substituted provisions that substantially correspond to those referred to; and

2.4 the singular includes the plural and vice versa, and words Importing any gender include the other genders.

3 GRANT OF ACCESS RIGHTS

3.1 Pursuant to section [*enter appropriate section and title of settlement* legislation] the Grantor hereby grants to the Grantee a right of way over those parts of the Grantor's Land shown in Schedule A of this Easement Instrument together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 and the Fifth Schedule to the property Law Act 2007 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument to the intent that the easement shall be forever appurtenant to the Grantee's Land.

3.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall observe the obligations imposed on it under this Easement Instrument.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.4: TYPE D ENCUMBRANCE

Annexure Schedule 2

EASEMENT Dated

2011

Page 2 of 5 pages

(Continue in additional Annexure Schedule, if required.)

4 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under Clause 3 are granted subject to the following conditions and obligations:

4.1 The Grantee shall when passing or repassing over the Grantor's Land:

4.1.1 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;

4.1.2 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;

4.1.3 not take or cause to be taken over the Grantor's Land any welding equipment 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;

4.1.4 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;

4.1.5 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 forest produce 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 4.1.5):

(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;

4.2 Subject to Clauses 4.4 and 4.7, 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;

4.3 Subject to Clauses 4.4 and 4.7, in the event that the Grantor's roads, tracks and other 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;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.4: TYPE D ENCUMBRANCE

Annexure Schedule 2

EASEMENT Dated

2011

Page 3 of 5 pages

(Continue in additional Annexure Schedule, if required.)

- 4.4 When carrying out any repairs, maintenance or improvements to a road under clauses 4.2 and 4.3, the Grantee shall not:
- (a) widen the road; or
 - (b) alter the location of the road; or
 - (c) alter the way in which the run-off from the road is disposed of; or
 - (d) change the nature of the road surface; or
 - (e) 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;
- 4.5 The Grantee shall not exhibit any notice or sign on the Grantor's Land without prior written consent of the Grantor (as to style, content, wording, size and location) provided that such consent not to be unreasonably or arbitrarily withheld;
- 4.6 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees or contractors in its or their normal or reasonable use of the Grantor's Land;
- 4.7 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 4.8 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 forest produce 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 forest produce without the prior written approval of the Grantor;
- 4.9 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; and
- 4.10 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument. Provided that pursuant to section **[enter appropriate section and title of settlement legislation]**, [this Easement Instrument will be enforceable in accordance with its terms, notwithstanding Part 3B of the Conservation Act 1987].

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.4: TYPE D ENCUMBRANCE

Annexure Schedule 2

EASEMENT Dated

2011

Page 4 of 5 pages

(Continue in additional Annexure Schedule, if required.)

5. MAINTENANCE

5.1 The Grantee shall be liable for the cost of repairing any damage to the roads subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantee.

5.2 The Grantor shall be liable for the cost of any damage to the roads subject to this Easement Instrument caused by its servants, agents, employees, contractors, workers and invitees and any licensee, lessee or tenant of the Grantor.

6 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 Easement Instrument.

7 LEASE

The Grantor and the Grantee record that at the time that the easement is granted there is a lease registered over the Grantor's land in favour of Marlborough Regional Forestry as lessee. This Easement Instrument is entered into subject to, and does not override the terms of the lease.

8 ASSIGNMENT

The Grantee may assign all its rights and obligations under this Easement Instrument and from the date of such assignment shall cease to have any liability whatsoever in respect of this Easement Instrument. The Grantor agrees to release the Grantee from all obligations under this Easement Instrument from the date of such assignment.

9 DELEGATION

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument 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 Easement Instrument.

10 NOTICES

10.1 Any notices to be given by one party under this Easement Instrument 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:

10.1.1 The Grantor's address as set out in paragraph 1 of the Schedule for Notices; and

10.1.2 The Grantee's address as set out in paragraph 2 of the Schedule for Notices.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule 2

NGĀTI RĀRUA DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.4: TYPE D ENCUMBRANCE

EASEMENT Dated

2011

Page 5 of 5 pages

(Continue in additional Annexure Schedule, if required.)

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

11 DISPUTES

11.1 If any party hereto has any dispute with any party in connection with the provisions of this Easement Instrument

11.1.1 That party will give full written particulars of the dispute to the other;

11.1.2 The parties will promptly meet together and in good faith try and resolve the dispute.

11.2 If the dispute is not resolved in 14 days of written particulars being given (or any longer period agreed by the parties) the dispute will be referred to arbitration in accordance with the Arbitration Act 1996.

12 SEVERABILITY

If any part of this Easement Instrument 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 Easement Instrument which shall remain in force.

SCHEDULE FOR NOTICES

Grantee's Address:

The Conservator
Nelson-Marlborough Conservancy
Department of Conservation
Monro State Building
186 Bridge Street
Private Bag 5
NELSON

Grantor's Address:

[]

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.