

NGĀTI TAMAHOHO

and

NGĀTI TAMAHOHO SETTLEMENT TRUST

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS**

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1. STATEMENTS OF ASSOCIATION

The settling group's statements of association are set out below. These are statements of the settling group's particular cultural, spiritual, historical and traditional association with identified areas.

SITES OF SIGNIFICANCE: MANUKAU HARBOUR - TE MĀNUKANUKA O HOTUROA

Coastal Marine Area of Manukau Harbour (as shown on deed plan OTS-129-03)

Te Mānukanuka O Hoturoa (Manukau Harbour) is central to Ngāti Tamaoho's identity. We are a people born from the very waters of the harbour itself. It is an important part of our turangawaewae and central to our rohe. It features in all stages of our history and is a source of great mana to our people. Its traditional use as a fishing ground and transport and trade route is an essential part on our identity, as is our deep spiritual relationship with it.

The harbour's name recalls the travels of our tūpuna of the Tainui waka through these waters. Specifically, it speaks of the dangers encountered by Tainui commander Hoturoa at the harbour heads. More generally it speaks of the traditional history of the descendants of the crew of the Tainui who remain here today including Ngāti Tamaoho.

Our people's connection with the Manukau Harbour is illustrated by the story of Papaka, a tūpuna of Ngāti Tamaoho. There are several ways of telling of this korero, one of which we record here.

Papaka was a bailer on the Tainui waka as it arrived in Aoteroa. After being portaged from the Waitemata to the Manukau at Otahuhu, the Tainui set out across the harbour. Near the middle of the harbour Papaka was ejected from the waka and immediately swam to a sand bar where he survived on the plentiful kaimoana and kai ika of Te Mānuka.

In time Papaka became one with his surroundings. His children arose from the waters in human form and eventually intermarried with the Ngā Oho and Nā Iwi people already established there. As this story illustrates, we are a people begotten from the waters of the Manukau itself.

The harbour is also protected under the mana of Kaiwhare, taniwha and gaurdian of Te Mānukanuka O Hoturoa. Like the taniwha of Waikato, Te Mānuka is home to many taniwha including Haumia, Taramainuku and Papaka. These gaurdians protect the creatures, health and wairua of the waters.

The harbour itself is a diverse area including many important natural ecosystems and encompassing many of our people's most important sites. The deeper waters were used for fishing by net and line, with the shallower waters being used by nets and weirs. The wetland fringes provided delicate habitats for many important fish and waterfowl species, as did the inter-tidal zones and tidal inlets. The harbour also encompassed many wāhi tapu and sites of great spiritual importance. It also provided bulding materials, rongoa and important species of edible plants.

Te Mānukanuka was plentiful in kahawai, snapper, mullet, shark, stingray and flounder with the shellfish banks providing mussels, pipi, pupu, oysters and the many other species that existed at that time. Their use was guided by our tikanga and especially the spiritual importance of the tidal flows to our people. Over the course of centuries, our people have developed a highly complex body of tikanga which governs our relationship with the harbour and the use of its resources.

The harbour was also of great importance as a trade and travel route. The Awaroa River portage allowed whanaunga from the Waikato to travel north with ease and was particularly

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important for trade during the early 19th century. Similarly, the portages of the Ōahuhunui land-brige, including Pukaki, Te To Waka and Karetu, allowed shared access to Te Mānuka from the Waitematā and vice versa.

The harbour, along with its inlets and tributaries was also the connecting tissue of our rohe. Many of our peoples most important sites lay along the coastline of Te Mānuka or were easily accessible by means of its tributary awa, of which there are many. Te Mānukanuka o Hoturoa binds our people together by connecting our rohe together as one.

SITES OF SIGNIFICANCE: AWHITU PENINSULA

Traditional history recalls that the entire Awhitu Peninsula was the site of continuous and often intensive use and occupation since its earliest settlement by man. Among these early settlers were Ngā Oho and Ngā Iwi, some of the first people of the region. Subsequent migrations also saw this area occupied by descendants of the crew of the Tainui waka as well as from the Arawa and Mataatua waka. Subsequent migrations from the Waikato and Taranaki have helped to form Ngāti Tamaoho's identity and connection to this place.

The entire Awhitu Peninsula is a cultural landscape of immense importance to Ngāti Tamaoho as well as several other hapū. From papakāinga and wāhi nohoanga, to pā taua, to wāhi tapu and urupā, each place tells an important part of our story.

Awhitu Conservation Area (as shown on deed plan OTS-129-02)

The Awhitu Conservation Area is a roughly 64 hectare Crown managed site running along the north-western tip of the Awhitu Peninsula. The site comprises part of Te Puaha Ki Manuka, the entrance to the Manukau Harbour. It is a place of great importance for our people, and central to our cultural identity and history.

Traditional history also tells us of a now forgotten land which was once one of Ngāti Tamaoho's most important resource bases. It is now known as Paorae, the vanished land, and consisted of consolidated sand dune country stretching westwards from the Awhitu Peninsula coastline into the Tasman Sea. The Awhitu Conservation Area encompasses part of what is left of this great land.

Stories tell that Paorae stretched for 60 kilometres out along the Awhitu Peninsula. Settlements were located along its coast and extensive kumara plantations were planted in the sandy soils.

To walk the perimeter between the Manukau harbour entrance and the Waikato River mouth around Paorae was said to take at least 3 days. In the dunes puha could be harvested along with pingao (a valued weaving resource) and toetoe for construction. While most of the dune area was harvested there were certain parts set aside as urupa.

However, traditional korero tells us that Te Tai O Rehua (the Tasman Sea) slowly overtook Paorae. By about 1800 only an island remained off the coast just south of Manukau heads separated from the mainland by a narrow channel. The island was given the name Nga toku-rau-o-puakirangi. In time that too was swallowed by the sea, becoming the Manukau bar which led to the name Te Manukanuka O Hoturoa.

The site connects both Te Manukanuka O Hoturoa (Manukau Harbour) and Te Tai O Rehua (Tasman Sea). The site also encompasses the wahi tapu known as Matatuahu, a place of great spiritual importance for our people. A large taonga collection now held at Auckland Museum was found here.

The Awhitu Conservation Area is typical of many places on the Awhitu Peninsula area in its traditional use. It includes several clusters of pā taua and associated papakainga along the western coastline and further inland to the east of Manukau Heads Road. The high ridgelines provided excellent defensive positions with views north to the harbour entrance.

The area also includes several sites of immense spiritual and cultural importance. The north of the conservation area includes several wahi tapu associated with Kaiwhare, the guardian of Te Mānukanuka O Hoturoa. Meanwhile, several urupā exist in the west of the area in the dune country that was once part of Paorae.

Te Toro Recreation Reserve (as shown on deed plan OTS-129-30)

The Te Toro Recreation Reserve lies on the Te Toro peninsula between the Ohiku Creek to the north, the Waiuku Estuary to the east and the Kohunui Creek to the south. The peninsula is extremely important to Ngāti Tamaoho as an area of numerous uses for the tribe, from its importance as a trade route to its access to the resources of the Manukau and beyond. Geographically, it is an important link between Ngāti Tamaoho's pā and kainga on the Awhitu Peninsula and their lands in Patumahoe, Mauku, Paraheka and Whatapaka. Thus, it is a symbol of the connection between the sometimes distant places of importance throughout Ngāti Tamaoho's vast rohe.

Te Toro played an important role in the economic expansion of Ngāti Tamaoho during the 1840s and 1850s. This period was an extremely prosperous one for the tribe, especially those at the Pehiakura village. During this time Ngāti Tamaoho took great advantage of new skills and technology learned from Pakeha traders and, combining this with traditional practices, quickly expanded their agricultural production for trade on the growing Auckland market. With the growth of Auckland came many traders from the Waikato and beyond who travelled either over land or via the Waikato River. The main routes of travel from the south toward the Tamaki Isthmus passed through Tamaoho villages and trading posts including Te Toro and as such Ngāti Tamaoho had an almost constant exchange of goods and information at their disposal.

Lake Pokorua Conservation Area and Lake Pokorua Marginal Strip (as shown on deed plan OTS-129-11)

The Lake Pokorua Conservation Area and Lake Pokorua Marginal strip are two sections of land and wetland adjacent to the Pokorua Lake on the Awhitu Peninsula. It is an area of great importance to Ngāti Tamaoho stretching back to our tūpuna's arrival in Aotearoa.

The Conservation Area is an incredibly rich and biologically diverse ecosystem of great importance to our people. It contains many waterfowl species as well as being an important habitat to Matata (fernbird), Matuku (bittern), Weweia (dabchick), Putakitaki/Putangitani (Paradise Shelduck), Papango (scaup), Kuruhengi (shoveller duck) and Puweto (spotless crane). It is also an important area for gathering vegetation resources such as kuta, kāpūngāwhā, harakeke, raupō, and a variety of other reeds and sedges.

These valued resources of the conservation area were protected by several pā, including Te Kohekohe, a very large ridge pā on a prominent ridge south of, and overlooking Pokorua. Other large pā are located to the north west, such as Pakakina, protecting the Pehiakura lakes. There are also three smaller pā, straddling the ridge which is now Pokorua road, below Te Kohekohe and just south of Pokorua itself. These pā formed a network of defences and living sites for Ngāti Tamaoho in the area making it one of the most important areas in our rohe, especially during the 19th century.

Lake Pokorua and Waraha Stream (unnamed) and its tributaries (as shown on deed plan OTS-129-10)

Lake Pokorua, the largest of the dune lakes on the Awhitu Peninsula, is situated south of the major papakainga at Pehiakura and the Pakakina pā. The Pokorua Lake, as well as the fringing wetlands, were famous throughout the region for their fish and birds, particularly pārerā. The possession and use of this lake was a source of immense mana for our tūpuna and its seasonal use was often granted to other hapū on a reciprocal basis. Its use was closely controlled by principles of tikanga so that the wairua of the great lake could be

maintained. It today covers an area of about 35 ha and lies at the centre of a zone of rich resources and intense occupation in the nineteenth century. This is evident from the historical sources as well as the numerous recorded archaeological sites at Pokorua and the surrounding area.

These valued resources were protected by several pā which formed a network of defences and living sites for Ngāti Tamaoho in the area making it one of the most important areas in our rohe, especially during the 19th century.

The Waraha Stream, a small but important waterway which drains the Pokorua Lake is intricately linked with the identity of Ngāti Tamaoho. Our people have maintained a physical presence here that stretches back to the earliest human settlement of Aotearoa. Our peoples spiritual connection to this awa stretches back even further, to the time before man. The river and its surrounds were places of great tapu and the wetlands which bordered the Pokorua Lake were wahi tapu in their own right.

With overland travel being time consuming and coastal travel often dangerous, river travel was akin to our modern highways. Thus the control and management of the river was of huge strategic value, governing movement throughout the interior of our rohe.

As well as being a communication, trade and travel route, these awa were our people's way of life by way of the food and cultural resources they supported. Tuna, pirahau, kokopu, papamoko, inanga, para, patiki, koura and kouraura were all abundant as were kākahi and other shellfish and invertebrate species.

Waipipi Scenic Reserve (as shown on deed plan OTS-129-32)

The Waipipi Scenic Reserve is a small section of pristine native bush near headwaters of the Parakau Creek in the centre of the Awhitu Peninsula.

Waipipi is an area typical of many places on the Awhitu Peninsula area in its traditional use, for example as a transport route used by our tūpuna travelling along the ridgelines between pā. As such it was an area of great strategic importance.

It was also a mahinga kai of great importance, a quality that can still be seen in the reserve's largely unmodified native flora. Our people harvested Mamaku and Para (King Fern) from the creek fringes, both of which grow here to this day. Inner Mamaku stems were known as Pitau when cooked and were a highly prized food during the leaner winter months.

Meanwhile, Para was roasted and considered something of a delicacy. It was often eaten by those about to go to war or on a long journey. The Para grove at Waipipi was cultivated by our tūpuna to provide food for generations to come. These ferns are currently at risk and declining in Aotearoa, making this grove particularly important.

The reserve also contains a small living area with associated mahinga kai area. Terraces can still be seen, indicative of its use for both food gathering and habitation. With plentiful food, easy access to transport routes, and fresh water nearby, the area now contained in the Waipipi Scenic Reserve was one of great importance to our people.

Awaroa River and its tributaries (as shown on deed plan OTS-129-01)

The Awaroa River is of the most important in Ngāti Tamaoho's rohe and its story is intimately linked with our history and identity as a people. It also connects two of the most important bodies of water in our rohe, Te Manukanuka O Hoturoa and the Waikato River. In former

times this meant that the Awaroa was a highway of travel and trade akin to the modern motorway.

One of these key travel routes led from the Waikato River to the Manukau via the Awaroa River. The route went from the Waikato into the Awaroa thence over the portage to the Waiuku River and on into the Manukau. As such Awaroa was a highway of constant activity which gave Ngāti Tamaoho at the Purapura papakāinga, at the headwaters of the Awaroa, a great many economic and strategic advantages.

The river and its surrounds were also places of great tapu. The wetlands which bordered the Awaroa were sacred, owing to the several urupā and ritual places within. There was also places within the marshes dedicated to temporary burials where the body would be interred and the kōiwi removed later for permanent burial. Thus, the waters of the Awaroa were imbued with the spirit and mana of the deceased.

Maioro Sands Marginal Strip (as shown on deed plan OTS-129-12)

The Maioro Sands Marginal Strip is a small strip of land running along the northern bank of the Waikato River delta. It was been a place of great significance to our people since the earliest settlement of this land. It is an area of deep spiritual importance and is revered as a place of great tapu.

Ngāti Tamaoho hold ancient ancestral connections with Maioro going back to the original Ngā Oho / Ngā Iwi inhabitants, through to the descendants of the crew of the Tainui waka and later Te Wai O Hua. The forest and surrounding area contain numerous urupā which have been used throughout the centuries as a final resting place for our tūpuna.

The area was used for permanent burial but also for temporary burial whereby the bodies of the dead would lie for a number of months until the bones were exhumed for internment in another location. As a result the forest has special significance as the land contains the tapu remains of generations of Ngāti Tamaoho tūpuna.

Other parts of the shoreline of the Waikato at Maioro were important mahinga kai for our people. The rich wetland ecosystem supported many species of cultural importance. Today the Maioro Sands Marginal Strip still supports habitat for parera, kōtuku-ngutapa, pateke and other waterfowl. It is also an important habitat for many freshwater fish species including inanga and kokopu.

SITES OF SIGNIFICANCE: HUNUA RANGES AND WAIKATO WETLANDS

Hunua Ranges and Awa

Te Hunua is one of the great resource bases of Ngāti Tamaoho. The Hunua Ranges was almost unparalleled in its importance as a source of food, rongoa, timber, mineral resources and shelter. This is an area that has provided Ngāti Tamaoho with so much more than can be described in any historical narrative. It is part of the mauri of our people and is an absolutely fundamental part of cultural identity.

The variety of the uses of the places in Te Hunua indicate the importance of the entire area as an interconnected whole to Ngāti Tamaoho. Each of the individual places is important in its own right but the real significance can only be understood when considering the area as a whole.

Bird life was plentiful with large stocks of kererū, kokako, pukekō, and weka. Tuna and inanga were also abundant in the rivers and waterways of the ranges and foothills. From birding and cultivations in the valleys to places of ritual and urupa on the high points, the ranges were and always will be a special place for all those of Ngāti Tamaoho.

Though Ngāti Tamaoho was an iwi who travelled greatly, the Hunua Ranges were an ancient defensive stockade which protected our tūpuna for centuries. The high country provided Ngāti Tamaoho and other iwi with much needed shelter and safety during inter-hapu disputes. There were many defensive pā in the surrounding foothills including Paparata, Te Maketu, Pihanga and Ngā Urukehu. The interior was a place of great tapu, although there were several sites of refuge that were only known to Ngāti Tamaoho and the other hapū of the area.

Hunua Stream and its tributaries (as shown on deed plan OTS-129-07)

The Hunua Awa runs south from the Hunua Ranges, within an area containing a wide range of sites from defensive pā to mahinga kai, urupa to marae, and awa to tuahu.

The Hunua Awa was highly important for food gathering, with abundant eels and inanga.

Te Maketu Historic Reserve (as shown on deed plan OTS-129-29)

The Te Maketu Historic Reserve (formerly Pratts Road Historic Reserve) is an area that once included many important Ngāti Tamaoho sites, evidence of which can still be seen today. It is an area of ancient Maori occupation, dating back to the earliest settlement of the region by Nga Oho. Te Maketu quickly became one of the most important Maori sites in the Auckland region and has remained so ever since.

There are several large pā at Te Maketu along with associated settlements, cultivations and urupa. The pā and settlements were home to many important Ngāti Tamaoho tūpuna and acted as strategic defence points during conflict. The fertile volcanic soils sustained a large population and provided goods to be traded with the many visitors who travelled through the area. The urupa at Te Maketu were in use from early settlement until the beginning of the Waikato War, making the area one of supreme spiritual and traditional significance.

The earliest inhabitants of the Maketu area were the Nga Oho people, the original inhabitants of the Tamaki Isthmus.

Nga Oho settled Te Maketu quickly, drawn by the temperate micro-climate and fertile, easily cultivated volcanic soils. Cultivations were established and the area quickly became a place of settlement. This was helped by the terrain which offered protection in times of conflict and

overlooked the Manukau lowlands and harbour. Places of ritual, urupa, canoe building sites and purpose-specific areas were established soon after.

As migrations to New Zealand continued, Nga Oho divided into three groups: Nga Oho, Nga Iwi and Nga Riki. These groups then continued to subdivide into many smaller hapū and iwi with differing tribal lineage while still maintaining close links with each other.

In the 17th century, the great chief Hua-Kai-Waka (Hua, the eater of canoes) emerged and drew these groups together to form the Wai O Hua confederation occupying what would today be considered the wider Auckland Region. This coalition model proved very effective and Wai O Hua soon became one of the most developed and prosperous tribal groups in the North Island.

During this period Te Maketu continued to thrive and became an important trading point for the region. The Ararimu track, which stretched from Mangatawhiri in the South to Pukekiwiriki in the North, ran through Te Maketu, connecting Waikato to the Tamaki Isthmus. Thus, the inhabitants of Te Maketu were privy to the latest news, goods, and ideas from throughout the North Island as travellers from sometimes distant places moved through their settlement.

Wai O Hua lived peacefully at Te Maketu through the seventeenth century. However, the early eighteenth century saw the rise of groups determined to challenge this peace and exact utu on Wai O Hua. Battles broke out and Wai O Hua was defeated.

Much of the oral history of Wai O Hua was lost in this defeat but it is likely that Te Maketu became an important refuge during this time. Defence became the most important issue for its inhabitants. Attention was devoted to strengthening the areas naturally defensible high points and ridges.

It was during this time that one of the first major pā was built at Te Maketu. The exact location of this pā is disputed but it is known to have been on one of the ridges in the area, likely within the current Pratts Road Historic Reserve.

After the dissolution of the Wai O Hua confederation, Ngāti Tamaoho occupied their traditional places at Te Maketu with other iwi. This period was one of regeneration for Ngāti Tamaoho, the main focus being the consolidation of their territory within the new tribal power structures of Tamaki Makaurau. At Te Maketu the focus was on development, with new whare, storage pits and gardens built on the terraces during this time.

This period of peaceful growth was interrupted in the early 1820s by invasion from the far north. Ngāti Tamaoho and other south Auckland iwi gathered their people and moved south to better protected areas in the Waikato.

In 1835 the Wai O Hua tribes were finally able to return to the Tamaki Isthmus. Ngāti Tamaoho returned to Te Maketu and occupied the ancient pā of Noia. Shortly thereafter a new pā was built adjacent to the cultivations they had made below the original pā. This pā now lies within the current Pratts Road Historic Reserve. Ngāti Tamaoho lived at Te Maketu in conjunction with their kinsmen from another iwi.

As part of these new cultivations, Ngāti Tamaoho planted flax, peach trees (later to become synonymous with this area), fig trees, kumara, and cape gooseberries. In 1842 Edward Shortland visited Ngāti Tamaoho at Te Maketu and was fed fish from the Manukau and kumara from the immediate cultivations. It is also apparent that these gardens were partly commercial, as it was common to see Maori women with flax baskets full of peaches from Te Maketu trading in the early Auckland markets. Nona Morris has even suggested the

existence of a flour mill at Te Maketu from this period. This is consistent with the way in which Ngāti Tamaoho were recorded as having quickly become skilled in methods of European cultivation, having been introduced to the new technologies while in exile in the Waikato.

There are a number of important sites that have been located by archaeologists in consultation with iwi. In the Pratts Road Historic Reserve area, koiwi were discovered after quarrying in the area had begun. There were also slope-garden stone works present and many more signs of cultivation are likely hidden by the regenerating bush.

Within the area of the 19th century pa very little remains of the original earthworks, much of the stone having been taken for the European boundary walls. However there is clear evidence of cultivation in the area.

The earthworks and burial site in the Pratts Road Historic Reserve are extensive, comprising a large number of significant sites. Archaeologists have located extensive terracing here as well as pits, stone rows, rectangular terracing for houses and stonework pathways. Archaeologists have concluded that this site was an extensive habitation and defensive complex.

These are only a few of the many sites where Maori use and occupation has been recorded around the Te Maketu area. Terraces, stoneworks, cultivations, urupa, kumara pits, and fortifications exist all over this area and are testament to its importance to Ngāti Tamaoho and the other iwi who occupied it.

Evidence from Barney Kirkwood to the 1989 ARA hearing regarding a land fill at Maketu was that the area may have supported up to 2,000 people. Mr Kirkwood goes on to note that the area was used for collecting material to make nets and baskets, collecting herbs and plants for medicinal purposes, collecting plants from which to derive dyes for clothing and artwork. He continues:

"Special places were set aside for carving of items for whare, warfare and arts & crafts. Places for canoe building and places for making and repairing nets; all of which are tapu sites. Information given by my grandfather was that many great waka (canoes) were built by the tūpuna that lived in this region."

Wairoa Gorge Scenic Reserve (as shown on deed plan OTS-129-34)

The Wairoa Gorge Scenic Reserve is a large block of land running through the Wairoa River Gorge in the north-western corner of Te Hunua. It is a site of great strategic and spiritual importance to Ngāti Tamaoho and includes a range of sites within its bounds.

Ngāti Tamaoho's associations with this area stretch back to the time before man. During this time the Hunua Ranges were the exclusive domain of the Turehu, Urukehu and Patupaiarehe. These guardians watched over the forested ranges as they continue to do so today. For this reason the Wairoa Gorge Reserve is a tapu area as it remains under the mana of these ancient spirits.

The Scenic Reserve comprises a mixture of low lying wetland and steep hill country under native hardwood forest. Rimu, Kauri, Tōtara, Miro and Mataī made up much of the forest canopy and were valuable resources for our tūpuna. Rimu and Kauri were used for whare and other buildings, while its ash and gum was turned into precious dyes and rongoa. Tōtara was our people's all-purpose construction material and was highly prized for waka, carving work and defensive stockades. The Mataī was used for construction on a smaller scale and was essential for tool making and the building of pā tuna (eel weirs). Matai berries were eaten

and the gum used as an important rongoa resource. Miro, meanwhile, was most useful for its ability to attract birds, with its berries a favourite for the kereru that populate Te Hunua.

Te Hunua was home to many birds of great importance to our people. The kereru, for example, was once abundant in these forests. They were caught at strategic locations throughout the ranges and our tūpuna exercised great care in their use and hunting. Each bird was respected as a child of Tane Mahuta with the appropriate rituals observed. As kaitiaki of this place, our tūpuna took only what was needed and worked hard to maintain the balance of the natural environment.

The Wairoa Gorge still remains an extremely important habitat for bird life, especially the endangered Kōkako and north island Kākā. This further enhances the tapu of this area as a delicate ecosystem requiring great protection. The Scenic Reserve is invaluable to Ngāti Tamaoho as a preserve of the unique flora and fauna of our rohe, which in turn are an essential part of our mana and cultural identity.

Mangatangi Valley

Vining Scenic Reserve (as shown on deed plan OTS-129-31)

The area now known as the Vining Scenic Reserve is one of great importance to Ngāti Tamaoho as the area contains two identified historic pā sites with several others nearby. Several ancient urupā are also known to exist in this area.

The western Pihangi Pā was characterised by long narrow terraces across the faces between the ridges of the reserve. Kumara pits and a midden site were found on the ridges below the pā site, as were river boulders used for hangi stones.

The second pā, Ngaurukehu, was named after the deities Patupaihaere but known locally as 'Urukehu' or 'the light haired ones' in the north east of the reserve. This site was defended by two ditches to the north and a scarp cut across each of the two closely adjacent ridges to the south. Above this defence were kumara pits. Numerous other pits and terraces were found within the reserve area.

Mangatangi Stream and its tributaries (as shown on deed plan OTS-129-13)

The Mangatangi Stream is one of the most significant awa in our rohe. It is a symbol of our people, their struggles and their successes, and encompasses much of our history as a people. The Mangatangi also passes many sites of great cultural, strategic and spiritual importance on its journey to the sea.

The Mangatangi stream runs from its catchment in Te Hunua (Hunua Ranges) south past the ancient pā Ngaurukehu and Pihangi. It continues south-west through the Mangatangi Valley, passing Te Tawai (Tui Pā), Marae Kirikiri, and Te Takanga (Mangatangi Marae) before joining the Maramarua River at Kopuku and flowing into the Waikato. The Mangatangi is one of our people's most important cultural resources and has supplied our tūpuna and numerous other settlements for generations.

Our people's occupation of this awa stems from beyond the timeline of human history and through to Ngā Iwi and Ngā Riki, among the earliest human occupants of the area. Our tūpuna of Tainui, Te Uri O Pou and Te Tini O Toi made use of the river as both a means of trade and transport and as a provider of food, rongoa and other resources. Our connection with the awa also stretches back to before the coming of people to Aotearoa, to the time of the Turehu, Patupaiarehe and Urukehu.

The Mangatangi was of huge strategic value, governing movement throughout the interior of the Ngāti Tamaoho rohe. The Mangatangi was one of the major means of travel, communication and trade for our people.

As well as being a communication, trade and travel route, the Mangatangi was our people's way of life by way of the food and cultural resources it supported. Tuna, pirahau, kokopu, inanga, patiki, koura and kouraura were all abundant as were kākahi and other shellfish and invertebrate species.

The Mangatangi is one of our people's most important cultural resources and has supplied our tūpuna at Te Takanga (Mangatangi Marae), Marae Kirikiri, Te Tawai (Tui Pa) and numerous other settlements for generations.

The Mangatangi and its wetlands also provided important building resources such as harakeke and raupo, and timber from kahikatea and pukatea. Other vegetation such as tī kōuka and māhoe were also highly valued resources in this area.

The Mangatangi was also a wāhi tapu owing to its mauri and the mauri of the creatures that lived within it. This tapu was enhanced by the taniwha that were kaitiaki to the various bends and stretches of the river. The water also carried with it the tapu of the areas it passed through, including many urupa, battle grounds and temporary burial sites. As such, the Mangatangi is of immense spiritual importance to our people.

Miranda Scientific Reserve (as shown on deed plan OTS-129-18)

The Miranda Scientific Reserve is a large land block south of Miranda township and east of Rataroa maunga. It is an area of great importance to Ngāti Tamaoho and an important part of our cultural history.

The Miranda Scientific Reserve includes a large portion of forest on the eastern slopes of Rataroa. Rataroa, is one of the most important maunga in the region and a site of great importance to our tūpuna. It is a guardian over the lands that surround it and over the rivers which winds over the maunga. Traditionally, it was also used as a weathervane for the area in the same way as Maungaroa. When clouds gathered to its peak it was a sure sign of impending rain. It is also a sacred place including some urupā areas and other wāhi tapu.

The forested area was traditionally important for our people as a resource base. The lower ridgelines were used for birding, while the valleys were important for building materials and rongoā. The reserves also contains upper portions of the Waiwarawara stream, another important site for our tūpuna.

Mangatawhiri Valley

The area of greatest importance to Ngāti Tamaoho in terms of food resources was the expansive upper Mangatawhiri Valley which was a great crossroads or meeting point between the main arterial routes North-South along the Ararimu track and East-West via several trails from Whatapaka, Pukekohe and Patumahoe. The Mangatawhiri valley was often used for the formation of tūāhu or places of ritual.

In terms of mahinga kai, our people maintained papakainga and cultivations at Te Ruahine and in the Paparimu area until 1863. Sites in the area include extensive hangi pits and terrace complexes associated with kainga and seasonal food gathering. An important area to Ngāti Tamaoho was Te Papae, the great bird snaring area of Te Hunua, located near what is now the Upper Mangatawhiri Dam.

Mangatawhiri Forest Conservation Area (as shown on deed plan OTS-129-14)

The area now known as Mangatawhiri Forest Conservation Area is one of great importance to Ngāti Tamaoho. It includes a diverse range of sites from defensive pā taua to mahinga kai, urupā to papakāinga, important awa and sites of spiritual significance.

The variety of uses of the places in this area indicate the importance of the entire area as an interconnected whole to Ngāti Tamaoho. Each site is important in its own right, but the real significance can only be gleaned when the forest is viewed as a whole. This is an area that has provided Ngāti Tamaoho with much more than can be described in any historical narrative. It is part of the mauri of our people and is an absolutely fundamental part of our cultural identity.

Bird life was plentiful with large stocks of kererū, kokako, pukekō and weka, making this an important place for food gathering.

The numerous taonga that have been unearthed in the Mangatawhiri Forest area are testament to its importance. Large amounts of carved wooden and greenstone taonga have been found in the area.

Paparimu Conservation Area (as shown on deed plan OTS-129-24)

The Paparimu Conservation Area is a large forested land block in the south western corner of Te Hunua, to the immediate east of the Paparimu Valley for which it is named. It is an area of immense importance to Ngāti Tamaoho and is considered a site of great tapu.

The numerous taonga that have been unearthed in the area are testament to its importance. Large amounts of carved wooden and greenstone taonga have been found in the area. The forest contains many tūāhu or places of ritual and the whole area is considered tapu. It remains the domain of the Patupaiarehe, Turehu and Urukehu.

Our people maintained papakāinga and cultivations at Te Ruahine and in the Paparimu area with its fertile soils providing prime land for cultivation. The numerous artefacts that have been unearthed in the Paparimu area are testament to this diversity of use.

Richard Sylvan Memorial Scenic Reserve (as shown on deed plan OTS-129-27)

The area now known as the Richard Sylvan Memorial Scenic Reserve is one of great importance to Ngāti Tamaoho as ancient pā were known to have existed in the immediate vicinity of the Reserve. The reserve contains a section of the southern-most part of the Hunua Ranges forest. This was an area of great importance for our tūpuna.

Our people have come here for centuries to make use of the resources of this forest. The ridgelines made for particularly good birding sites especially with their proximity to the settlements at Te Karere, Te Oru and Te Takanga. The area also produced many important food resources such as kiekie and rongoā materials.

The reserve also lies at the southern end of an important group of ridgelines including Te Kiukiu, which divides Mangatangi and Mangatawhiri valleys. These ridgelines were extremely important travel routes between the inner Hunua Ranges and the lower Mangatawhiri and Mangatangi valleys. They were especially important during times of war when the inner Hunua ranges became vital defensive positions.

The high points of the southern Hunua ranges, including parts of the Richard Sylvan Reserve also include important wāhi tapu.

Mangatawhiri River and its tributaries (as shown on deed plan OTS-129-15)

The Mangatawhiri River is one of the longest and most significant awa in our rohe. As with other important awa, the Mangatawhiri also passes many sites of great cultural, strategical and spiritual importance on its journey to the sea.

The Mangatawhiri River runs from its catchment in Te Hunua (Hunua Ranges) south toward Paparata and the Paporimu basin. From here it travels south west through the Mangatawhiri Plains, once dominated by large wetland ecosystems. The river turns south as it passes Koheroa before finally flowing west into the great Waikato.

Our people's occupation of this awa stems from beyond the timeline of human history and through to Ngā Iwi and Ngā Riki, among the earliest human occupants of the area. Our tūpuna of Tainui, Te Uri O Pou and Te Tini O Toi made use of the river as both a means of trade and transport and as a provider of food, rongoa and other resources. Our connection with the awa also stretches back to before the coming of people to Aotearoa, to the time of the Turehu, Patupaiarehe and Urukehu.

The control and management of the Mangatawhiri was of huge strategic value, governing movement throughout the interior of our rohe. The Mangatawhiri was one of the major means of travel, communication and trade for the Ngāti Tamaoho people.

As well as being a communication, trade and travel route, the Mangatawhiri was our people's way of life by way of the food and cultural resources it supported. Tuna, pirahau, kokopu, inanga, patiki, koura and kouraura were all abundant as were kākahi and other shellfish and invertebrate species.

The Mangatawhiri and its wetlands also provided important building resources such as harakeke and raupo, and timber from kahikatea and pukatea. Other vegetation such as tī kōuka and māhoe were also highly valued resources in this area.

The Mangatawhiri was also a wāhi tapu owing to its mauri and the mauri of the creatures that lived within it. This tapu was enhanced by the taniwha that were kaitiaki to the various bends and stretches of the river. The water also carried with it the tapu of the areas it passed through, including many urupa, battle grounds and temporary burial sites. As such, the Mangatawhiri is of immense spiritual importance to our people.

Part Mercer Domain Recreation Reserve (Te Pou o Mangatawhiri) (as shown on deed plan OTS-129-23)

Te Pou o Mangatawhiri, on the south bank of the Mangatawhiri Stream, at its confluence with Waikato, is a site of regional and national significance. It is symbolic as a marker post of Tainui/Kingitanga mana and of Maori authority more generally.

Ngāti Tamaoho's relationship with Te Pou o Mangatawhiri and the surrounding area is nuanced and involves many of the most important events in Tamaoho history. Its location at the confluence of the Mangatawhiri stream and Waikato River made it strategically important as did its proximity to settlements such as Pokino and Mangatawhiri and the Te Iarua landing site.

Ngāti Tamaoho has a special relationship with Te Pou o Mangatawhiri and the surrounding area. It has been a home to them in times of need and a place for them to come together when faced with hardship.

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Kellyville Conservation Area (as shown on deed plan OTS-129-09)

The Kellyville Conservation Area is a small strip of land running along the Mangatawhiri River. It is located near Te Pou o Mangatawhiri, the aukati of Kingi Tawhiao and is an area of great importance to Ngāti Tamaoho.

The area lies to the immediate south of a pā site and includes part of the lower slopes of the pā. This ancient pā was part of a network of important sites running along the lower Mangatawhiri River. These pā protected a stretch of the river and wetland area which was extremely important as a trade and travel route through the region. The area was a main hub for travel between the lower Waikato and Tāmaki Makarau.

The south of the Conservation Area includes part of another pā situated just above the Mangatawhiri. Like the pā to the north, this site was an ancient defensive place that protected the vital travel and trade taking place along the river. Both these pā were a vital part of the Ngāti Tamaoho rohe.

Mount William Scenic Reserve (as shown on deed plan OTS-129-19)

Mount William Scenic Reserve is a small section of land occupying the southern part of the maunga now known as Mt William. It is a place our people have occupied since the earliest settlement of man.

Mount William is a large maunga rising steeply from the lowlands of Mangatawhiri. It lies due north of the former Pokino kainga, along the Te Ararimu overland track. It is an important site for Ngāti Tamaoho and an important tohu in our rohe.

The maunga was used by our tūpuna for centuries to guard the important ara between Te Manukanuka and the lands of southern Tāmaki Makaurau to the north, and the Waikato to the south. From its peak can be seen Te Puaha ki Waikato and Pukekawa to the north, Te Manuka harbour to the West, Te Hunua to the east and the maunga of the Tāmaki Isthmus to the north. It was part of the main trade and travel route through the area that followed the ridgelines to Mount William and on to Pokino.

The maunga's southern slopes were occupied by a small but significant pā taua. The pā straddled the long summit of the western of the two central ridges within what is now the Mount William Scenic Reserve. This main pā is connected to a number of terraces covering the southern side and eastern sides of the maunga. Some of these were used for whare sites but others would have been vantage points from which our tūpuna could watch the movements of those passing by. It was defended on the south-eastern side by a very steep ridge which was pallisaded during times of occupation.

Maramarua River and its tributaries (excludes Mangatangi Stream and its tributaries) (as shown on deed plan OTS-129-16)

The Maramarua River flows from the northern end of what was once a vast wetland known by the same name and flows through an area of ancient urupa, carrying the mauri and tapu of this place with its waters. For our people, the occupation of the Maramarua area and the Maramarua River in particular is intimately linked with the life of our tūpuna Tamaoho who held the area under his mana.

More generally, the Maramarua area has been a site of settlement for our people, containing many pā, papakāinga, and wāhi tapu. The Maramarua River has been a key transport route since first settlement of the area, as have the wider Whangamarino wetlands.

Waikato Wetlands

Whangamarino River and adjacent Whangamarino River Marginal Strip (as shown on deed plan OTS-129-36)

Whangamarino River and adjacent Whangamarino River Marginal Strip is within the Whangamarino Wetlands. Traditional history relates that the area was immensely important to our early tūpuna and was extensively used by them as a source of food, plant materials and for transport, as well as for defensive. Hunting and fishing camps occupied many of the high places of the wetland, with pā tuna spread out at strategic places. There was also the enormous Puketutu cultivation site at Waikare, consisting of 34 hectares of cultivations marked by early Māori drains in the area of Rangiriri and Te Onetea streams, between Waikare and the Waikato River. The reserve includes part of one pā site with four others located extremely close by. This intensive use of the area indicates its strategic importance to our tūpuna.

This area includes a range of wildlife habitats of traditional importance to Ngāti Tamaoho and supports a wide range of native plants and animals, as well as a great many introduced weeds and pests. Whangamarino is home to threatened bird species such as the grey teal, the spotless crane and the North Island fernbird. It is also home to around a quarter of New Zealand's population of Australasian bitterns, as well as vast numbers of ducks and other wild fowl. Eighteen species of fish live in the wetland, include tuna, inanga and the now rare black mudfish. Our tupunā made great use of these abundant resources from the major papakāinga at Mangatangi, Pokino and Mangatawhiri

SITES OF SIGNIFICANCE: PAHUREHURE INLET AND DRURY CREEK

Pahurehure Inlet and Marginal Strip

The Pahurehure Inlet and surrounding land is an area of great importance to Ngāti Tamaoho, both because of its proximity to the wider Te Manukanuka o Hoturoa (Manukau Harbour), as well as a major source of kai moana.

The Pahurehure Inlet was plentiful in kahawai, snapper, mullet and flounder with the shellfish banks providing mussels, pipi, pupu, oysters and the many other species that existed at that time. The salt waters of the Pahurehure Inlet were renowned for their shark and stingray populations. The adjacent Papakura Stream was home to freshwater whitebait species including the kōkopu, the kōara and the īnanga.

The use of the kai moana was guided by our tikanga and especially the spiritual importance of the tidal flows to our people. Over the course of centuries, our people have developed a highly complex body of tikanga which governs our relationship with this inlet and the use of its resources.

The Pahurehure Marginal Strip, and surrounding land contains several major pā and kāinga, numerous wāhi nohoanga, tauranga waka, mahinga kai and a major cultivation area for kumara (and later potato) and aruhe (fern root). One of the largest occupation sites was the Takirangaranga pa to the south east. Many other smaller occupation sites existed along the Pahurehure shoreline.

To the east of the marginal strip was the vast Mangapikopiko wetland. This wetland was an invaluable cultural and practical resource to our tūpuna who used it to collect rongoā and building materials as well as to fish, hunt waterfowl and gather other food. These wetland areas were important for their vegetation including kahikatea across the peninsula, with tōtara, karaka, taraire, pūriri, pukatea, kohekohe and tītoki found at better-drained locations. Along the wetland margins could be found valuable materials including harakeke, raupō and mānuka as well as food sources such as the mauku.

Drury Creek - Conservation Area and Islands

Drury Conservation Area and Drury Creek Marginal Strip (as shown on deed plan OTS-129-04)

The Drury Conservation Area and Drury Creek Marginal Strip lies at one of the most strategically and culturally important areas in the region. It is a small Department of Conservation managed area to the west of the current Drury township. It lies between the Southern Motorway to the east and the Ngakoroa Stream to the west. Although the land parcel is a modern division, it contains a number of culturally important sites for Ngāti Tamaoho including a pā and wāhi tapu in its north-eastern corner as well as parts of the Commissariat Redoubt at its centre.

The associated wetland ecosystems also provided important resources. Its waters were filled with tuna, īnanga and koura that were trapped by the weir and the net. The banks were lined with valuable harakeke and raupō, some of our most important building resources. The wetlands were filled with still more treasures in the form of rongoā species, as well as providing important spawning grounds for freshwater species and habitats for waterfowl.

The pā site at the north end of the Drury Conservation Area is a part of a complex of pā and papakāinga known as Ōpaheke. Our tūpuna protected the various waterways at their confluence, which was an important strategic location as many goods and people moved

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throughout our rohe from this point. By having a presence at this crucial intersection, our people were able to exercise rangatiratanga for their lands and waters, kaitiakitanga for these environments and resources, and manaakitanga for our whanaunga.

The Drury Conservation Area and Drury Creek Marginal Strip also contain remains from the Commissariat Redoubt, built to guard a major supply depot. At a later unknown date, the supply depot and port were garrisoned by the Commissariat Redoubt. These redoubts remain important sites to Ngāti Tamaoho.

Drury Creek Islands Recreation Reserve (as shown on deed plan OTS-129-05)

The Drury Creek Islands are a group of four small islands in the Drury Creek. They contain numerous culturally important sites including wāhi tapu and wāhi nohoanga. Their use and control was of great strategic importance to our tūpuna as they ventured out into Te Mānukanuka o Hoturoa or back inland via the numerous waterways of this region.

The Drury Creek Islands lie at one of the most strategically and culturally important areas in the region. They sit at the confluence of the Ngakoroa, Otuwairoa, Waipokapū, Oira and Whangapouri awa.

The Drury Creek Islands themselves were traditionally important for the seasonal resource gathering they supported. Each of the four islands contained its own series of sites, including encampments and areas for the preparation of the catch from the rivers, Pāhurehure Inlet and Te Manukanuka o Hoturoa beyond. There are also important wāhi tapu located on these islands.

Raventhorpe Scenic Reserve and Raventhorpe Conservation Area (as shown on deed plan OTS-129-26)

Raventhorpe Conservation Area comprises two small blocks of land in the lowland country of Ramarama. It is part of a conservation land complex including Raventhorpe Scenic Reserve and Raventhorpe Marginal Strip. It is an area of great importance to Ngāti Tamaoho and contains mahinga kai resources, wahi nohoanga, puna wai and papakāinga.

Raventhorpe Scenic Reserve is a large block of land comprising a prominent hill in the lowland country of Ramarama. It is an area of great importance to Ngāti Tamaoho and contains mahinga kai resources, wahi nohoanga, puna wai and papakāinga.

The area within the Conservation Area and Scenic Reserve is part of a cultural landscape focused on Tuhimata, a large papakainga to the immediate north. The settlement was an important trading post and lay along one of the main trade routes between Papakura and Tuakau.

The reserve and conservation area also lie at the source of the Ngakoroa River, another vital trade and travel route as well as an important cultural resource.

The reserve contains an important puna, a vital resource for our tūpuna. As a mahinga kai, the forest of the Raventhorpe Reserve was also greatly valued. The reserve and conservation area contain mature hardwood/taraire forest including Matai and Totara as well as numerous fern and undergrowth species. Miro trees attracted the Kereru which could then be trapped by snare.

This forest was a vital resource for our tupuna who relied on these species for medicines, dyes, and construction materials for tools, whare and waka. There was also a small papakainga within the bounds of the reserve. A terrace site can still be seen here today.

Drury Creek

Ngāti Tamaoho has strong cultural, traditional and historic links with the many awa of our rohe. These rivers are the life-blood of our ancestral lands and are the connecting tissue of our rohe and our hapū. Their use for travel, resources and kai was governed by our principles of tikanga and kaitiakitanga.

Whatakapa has many awa that converge with it. Each awa has a story and is a source of great mana as each waterway carries its own mauri. A water body with a healthy mauri will sustain healthy ecosystems, support cultural uses and mahinga kai.

Ngāti Tamaoho often built settlements at the mouths of rivers to benefit from their great wealth of kaimoana. Tuna were harvested with nets or weirs built across strategic parts of the rivers. Our tūpuna were experts at the sustainable use of the resources. Sometimes their use was shared and at other times it was used by other hapū on a reciprocal basis.

The lives of the people were closely intertwined with the quantity and quality of the freshwater that was available to them. It provided habitat and spawning grounds for native plants, bird and fish, building and weaving materials such as raupō and harakeke, and precious medicines and dyes.

Each awa is a source of pride and identity to our people, each with its own narrative. The protection of freshwater resources remains one of most important parts of the responsibilities of Ngāti Tamaoho as kaitiaki of the environment and our rohe. We continue as tangata whenua and kaitiaki of these places which remain an integral part of our tribal identity and a vital part of our story as a people.

Drury Creek is the culmination of several of Ngāti Tamaoho's most important awa including the Waipokapū (including Otuwairoa, Mangapū and Waihoehoe), Oira, Hingaia, Ngakoroa and Whangapouri located west of the Hingaia Peninsula at the headwaters of the Pahurehure Inlet. It is an awa of particular significance to our people as a cultural resource, travel route and wāhi tapu.

Waipokapū Stream Conservation Area (as shown on deed plan OTS-129-33)

The Waipokapū Stream Conservation area is a small section of land on southern slopes of Pukekiwiri, running along the bank of Te Waipokapū/Kirikiri (Hays Stream).

Archaeological evidence also shows terraces and pits along the upper reaches of the Waipokapū. Some of these sites are included in the Hays Stream Stewardship area. These are sites of great importance to our people, including wahi tapu.

Otuwairoa Stream and its tributaries (includes Waipokapū Stream, Mangapū Stream and Waihoehoe Stream) (as shown on deed plan OTS-129-22)

Otuwairoa (Slippery Creek) is particularly important to Ngāti Tamaoho because of its traditional use and its location. The stream is a confluence of many other important awa of the area including the Waipokapū (Hays Stream) and the Mangapū (Symonds Stream) carrying the mauri of these streams before it drains into Te Manukanuka o Hoturoa (Manukau Harbour).

The outlet of the Outwairoa is also significant because of the Opaheke kainga site along its northern bank.

Waipokapū Awa (Hays Stream)

Waipokapū (Hays Stream) includes the waterways of Otūwairoa (Slippery Creek), Mangapū (Symonds Stream) and Waihoehoe (Waihoihoi Stream). Waipokapū is particularly important to Ngāti Tamaoho because the waterway flows west from the lower Hunua Ranges toward the Manukau Harbour, recalling the connection between these two important Ngāti Tamaoho places.

The stream flows from a small catchment at the top of what is today known as Hay's Creek Road. From here it flows westward toward Papakura. It passes just below the ancient Ngāti Tamaoho pā of Pukekiwiriki and so is intimately tied to the tapu of this revered site. From there it flows south to join Otūwairoa (Slippery Creek) before meeting Te Manukanuka O Hoturoa (Manukau Harbour) by the site of the Opāheke kāinga.

Traditional evidence recalls that the rivers in this area were navigable for several miles inland. Stories tell of waka from the Manukau making their way up streams to very near the base of Pukekiwiriki.

Mangapū (Symonds Stream)

Mangapū (Symonds Stream) drains from the foot-hills east of Drury and the Pahurehure Inlet. From here it flows west, eventually joining Outwairoa (Slippery Creek). It then meets with Te Manukanuka o Hoturoa near the former Opaheke kainga.

Mangapū once flowed through the vast Mangapikopiko wetlands which lay stretched across the Drury lowlands. This was an especially important place for Ngāti Tamaoho who drew many resources from it. Building materials such as raupo and flax could be obtained from its shallow waters as could many important medicinal plants. The use of Mangapikopiko and of Mangapū was a source of great mana to Ngāti Tamaoho who cherished them and their mauri.

Waihoehoe (Waihoihoi Stream)

The Waihoehoe Stream flows from the foot hills of the Hunua Ranges north of Te Maketu. From here it continues north-west until it joins with the Otūwairoa (Slippery Creek) and drains into the Drury Creek.

Waihoehoe Stream is the correct and traditional name for the stream known today is Waihoihoi.

Oira Creek and its tributaries (as shown on deed plan OTS-129-21)

Oira Creek and its tributaries begins its journey just north of the modern town of Pukekohe. It then flows due north passing through the Manukau lowlands past Paerata bluff and other important Ngāti Tamaoho sites. It continues north until eventually reaching the Drury Creek where it discharges into Te Manukanuka O Hoturoa (Manukau Harbour).

Hingaia Stream and its tributaries (as shown on deed plan OTS-129-06)

The Hingaia Stream drains from the plains below Te Maketu. From here it flows north-west toward the Drury Creek connecting with this awa near the site of Opāheke Pā. From here it joins Pahurehure Inlet and the wider Manukau. As such it connects several of Ngāti Tamaoho's most important sites of occupation and was a key travel route in the area.

The Hingaia Stream would have historically been far wider, deeper and faster flowing. Traditional evidence recalls that the river was navigable to a point very close to the Te Maketu sites.

Ngakoroa Stream and its tributaries (as shown on deed plan OTS-129-20)

The Ngakoroa Stream begins from north of the ancient Tuhimata kāinga, near what is known today as Raventhorpe Scenic Reserve. From here it flows north through the Manukau lowlands toward Te Manukanuka O Hoturoa (Manukau Harbour). The banks toward the lower portion of Ngakoroa were occupied by several kainga and mahinga kai sites.

Whangapouri Creek and its tributaries (as shown on deed plan OTS-129-37)

Whangapouri Stream begins its journey just north of Paerata, in the Manukau lowlands. From here it flows north, passing Te Maunu a Tū (Paerata Bluff). It continues north, eventually reaching the Drury Creek where it returns its waters to Te Manukanuka O Hoturoa (Manukau Harbour).

Whangamaire Stream and its tributaries (as shown on deed plan OTS-129-35)

Whangamaire Stream begins its journey just north of Patumāhoe. From here it flows north-east until reaching the Pahurehure Inlet and Te Manukanuka O Hoturoa beyond. The Whangamaire passes through a large area of some of Ngāti Tamaoho's most ancient and revered urupā near Patumāhoe and carries the mauri and tapu of these places with its waters to be returned to Te Manukanuka O Hoturoa.

SITES OF SIGNIFICANCE: WATERWAYS OF WHATAPAKA CREEK

Ngāti Tamaoho has strong cultural, traditional and historic links with the many awa of our rohe. These rivers are the life-blood of our ancestral lands and are the connecting tissue of our rohe and our hapū. Their use for travel, resources and kai was governed by our principles of tikanga and kaitiakitanga.

Whatakapa has many awa that converge with it. Each awa has a story and is a source of great mana as each waterway carries its own mauri. A water body with a healthy mauri will sustain healthy ecosystems, support cultural uses and mahinga kai.

Ngāti Tamaoho often built settlements at the mouths of rivers to benefit from their great wealth of kaimoana. Tuna were harvested with nets or weirs built across strategic parts of the rivers. Our tūpuna were experts at the sustainable use of the resources. Sometimes their use was shared and at other times it was used by other hapū on a reciprocal basis.

The lives of the people were closely intertwined with the quantity and quality of the freshwater that was available to them. It provided habitat and spawning grounds for native plants, bird and fish, building and weaving materials such as raupō and harakeke, and precious medicines and dyes.

Each awa is a source of pride and identity to our people, each with its own narrative. The protection of freshwater resources remains one of most important parts of the responsibilities of Ngāti Tamaoho as kaitiaki of the environment and our rohe. We continue as tangata whenua and kaitiaki of these places which remain an integral part of our tribal identity and a vital part of our story as a people.

Whatapaka Creek (as shown on deed plan for Coastal Marine Area OTS-129-03)

Whatapaka is one of the most important awa in Ngāti Tamaoho's rohe. Ngāti Tamaoho's deep connection with Whatapaka and Te Manukanuka o Hoturoa is the story of how our tūpuna came to this land.

The river and original papakāinga were known as Te Whata O Papaka, or the place where the crabs are hung up (to dry). The name recalls the traditional bounty of crab which was one of the delicacies of the area and also the story of one of our tūpuna - Papaka.

Papaka was a bailer on the Tainui waka as it arrived in Aotearoa. After being portaged from the Waitemata to the Manukau at Onehunga, the Tainui set out across the harbour. Near the middle of the harbour Papaka was ejected from the waka and immediately swam to a sand bar, where he survived on the plentiful kaimoana of the Manukau.

In time Papaka became one with his surroundings, becoming half man and half crab. His children arose from the waters at Whatapaka in human form and eventually intermarried with Nga Oho.

As well as being a source of Whatapaka creek and the wider Manukau were plentiful in Kahawai, snapper, mullet, shark, stingray and flounder with the shellfish banks providing mussels, pipi, pupu and oysters.

The Whatapaka creek has significant spiritual and ceremonial associations for Ngāti Tamaoho. For centuries our people have lived and cultivated on its banks and fished, bathed and undertaken our rituals in its waters.

Today the Ngāti Tamaoho whareniui, Whatapaka marae, is located on the eastern bank of the mouth of the awa and adorned with carvings illustrating the spiritual and ancestral connection to the river.

Te Hihi Creek and its tributaries (as shown on deed plan OTS-129-28)

Te Hihi Creek is particularly important to Ngāti Tamaoho because of its traditional use and its location. The creek flows north-west to eventually meet with the Whatapaka Creek on its eastern bank just below the Whatapaka marae and papakāinga.

Te Hihi Creek was a wide and navigable awa allowing access into the Karaka area and being a valuable fishing ground for whitebait, mullet, flounder and other fish. It was said that 40 to 60 flounder could be speared by one person in a single session up until the early 19th century.

Puhitahi Creek and its tributaries (as shown on deed plan OTS-129-25)

Puhitahi was the site of an ancient Ngāti Tamaoho marae that tradition holds was also called Whatapaka. Puhitahi was a famous Tauranga waka and trading centre with connections around Te Manukanuka o Hoturoa, and the settlements between the Waikato River and Te Manukanuka o Hoturoa (Manukau Harbour).

Puhitahi Creek flows from the Manukau lowlands, through an area of ancient Ngāti Tamaoho urupa carrying the mauri and tapu of this place with its waters. From here it flows north toward Whatapaka Creek and the ancient site of the Puhitahi kainga. After entering the Whatapaka Creek, its waters merge with the Great Manukau Harbour.

Mauku Stream and its tributaries (as shown on deed plan OTS-129-17)

The Mauku Stream is an awa of impressive length and great significance. It begins from just north of the Waikato River at Te Aungaaunga. From here it flows north-west passing north of Whakaupoko. It then flows north into the Taihiki River and on to the Waiuku awa. The Mauku Stream also flows through an area of ancient Ngāti Tamaoho urupā and carries the mauri and tapu of this place with its waters.

Karaka Creek and its tributaries (as shown on deed plan OTS-129-08)

Karaka Creek begins in the Waiau Pā area, flowing north-east. It passes to the west of the ancient Ngāti Tamaoho kāinga and tauranga-waka - Puhitahi so is intimately tied to the story of this place. The Karaka Creek also flows through the area of ancient Ngāti Tamaoho urupā carrying the mauri and tapu of this place with its waters before draining into the Whatapaka Creek

**2. DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION
AND THE DIRECTOR-GENERAL OF CONSERVATION**

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

1 INTRODUCTION

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

1.1.1 **Ngāti Tamaoho** (the settling group); and

1.1.2 **Ngāti Tamaoho Settlement Trust** (the governance entity).

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

1.2.1 Mangatawhiri Forest Conservation Area (as shown on deed plan OTS-129-14);

1.2.2 Mount William Scenic Reserve (as shown on deed plan OTS-129-19); and

1.2.3 Paparimu Conservation Area (as shown on deed plan OTS-129-24);

1.2.4 Richard Sylvan Memorial Scenic Reserve (as shown on deed plan OTS-129-27);

1.2.5 Te Maketu Historic Reserve (as shown on deed plan OTS-129-29);

1.2.6 Vining Scenic Reserve (as shown on deed plan OTS-129-31).

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 Ngāti Tamaoho Claims Settlement Act [**year**], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

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

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

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

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

- 2.2.3 preparing a non-statutory plan, strategy, programme or survey in relation to a statutory area that is not a river for any of the following purposes:
 - (a) to identify and protect wildlife or indigenous plants;
 - (b) to eradicate pests, weeds, or introduced species;
 - (c) to assess current and future visitor activities;
 - (d) to identify the appropriate number and type of concessions;
- 2.2.4 preparing a non-statutory plan, strategy or programme to protect and manage a statutory area that is a river;
- 2.2.5 locating or constructing structures, signs or tracks.

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

3 LIMITS

3.1 This deed:

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

4 TERMINATION

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

- 4.1.1 the governance entity, the Minister of Conservation and the Director-General of Conservation agree in writing; or
- 4.1.2 the relevant area is disposed of by the Crown; or
- 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and/or Crown official.

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

5 **NOTICES**

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

Operations Manager
Department of Conservation
Conservation House
Whare Kaupapa Atawhai
18-32 Manners Street
PO Box 10 420
The Terrace
Wellington 6143

6 **AMENDMENT**

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

7 **NO ASSIGNMENT**

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

8 **DEFINITIONS**

- 8.1 In this deed:

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

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

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

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

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

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

Minister means the Minister of Conservation; and

settling group and **Ngāti Tamaoho** have the meaning given to them by the deed of settlement; and

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

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

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

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

9 **INTERPRETATION**

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

9.2 Headings do not affect the interpretation.

9.3 A term defined by:

9.3.1 this deed has that meaning; and

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

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

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

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

9.8 A reference to:

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

9.8.2 legislation means 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.

DOCUMENTS

SIGNED as a deed on [*date*]

SIGNED for and on behalf of)
THE CROWN by the Minister)
of Conservation, in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

SIGNED for and on behalf of)
THE CROWN by the Director-General)
of Conservation, in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

KW
K

Schedule

Copies of Statements of Association

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

[statement of association]

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

[statement of association]

3. PROTOCOLS

DOCUMENTS

3.1 CROWN MINERALS PROTOCOL

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

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated 30 April 2017 between the trustees of the Ngāti Tamaoho Settlement Trust ("**governance entity**") and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Energy and Resources (the "**Minister**") would issue a Protocol (the "**Protocol**") setting out how the Ministry of Business, Innovation and Employment (the "**Ministry**") will consult with Ngāti Tamaoho on matters specified in the Protocol.
- 1.2 Both the Ministry and governance entity are seeking a constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.3 Section 4 of the Crown Minerals Act 1991 (the "**Act**") requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi. The minerals programmes set out how this requirement will be given effect to.
- 1.4 The Minister and the Ministry recognise that the governance entity is the governance entity of Ngāti Tamaoho and represents Ngāti Tamaoho.
- 1.5 Ngāti Tamaoho are tāngata whenua and kaitiaki of the Protocol Area and have significant interests and responsibilities in relation to the preservation, protection and management of natural resources within the Protocol Area.

2 STATEMENT OF ASSOCIATION

- 2.1 Ngāti Tamaoho have exercised kaitiakitanga over the minerals that lay beneath our lands since the earliest occupation of Aotearoa. These minerals are part of our whenua papatupu and passed down to us by our ancestors as among our most important tāonga.
- 2.2 For our people, these minerals are part of Papatūānuku and are an integral part of our whakapapa and our cultural identity. As a result, their use and extraction was governed by a complex system of tikanga developed over centuries. Our tūpuna were experts in the sustainable use of these important resources.
- 2.3 Common stone types such as karā, ōnewa (basalt) and whatuaho (greywacke), were gathered from deposits in Te Hunua and used for making a wide range of tools including toki (adzes), patu ōnewa, patu muka (flax beating tools) and fishing tackle. Larger blocks of sandstone were formed into hōanga (whet-stones) for sharpening tools. Many of these minerals were protected by the mana of different atua (gods) including Hinetuahōanga.
- 2.4 Te Hunua (Hunua Ranges) is a place of special importance for mineral resources. Large deposits of Kiripaka (chert/flintstone) were found in the north, giving the area its name. Kōkōwai (red ochre) was also found in abundance and used for coloring whakairo (carvings) and for ceremonial use. The red earth of the foothills of the ranges is remembered in the name Papakura.

- 2.5 To the south of Te Hunua, lay extensive deposits of waro (coal). These deposits were found around Te Kopuku, Maramarua and Whangamarino in vast seams. The Tainui peoples, including Ngāti Tamaoho, are among the only groups recorded to be using waro prior to the arrival of Pākehā.
- 2.6 Our people also made use of the volcanic landscape of Tāmaki Makaurau, which provided stone for cultivation and building. In time, this became a unique feature of the region with places such as Matukutureia, Ōtuataua, and Te Pane O Mataoho becoming some of the largest and most complex stone-gardening sites in the country.
- 2.7 Stones were formed into rows and walls to protect crops from wind and to delineate individual plots. In other cases, stones were used to form mounds around crops such as taro and hue, which were otherwise difficult to grow in the temperate climate of Te Ika a Māui.
- 2.8 Volcanic rock was also used to for cooking, some stones being used for hāngī and umu, while others were heated and placed in water to boil. Good quality stones were gifted and traded between groups.
- 2.9 Meanwhile, in settlements closer to the Waikato and Waipa rivers, pungapunga (pumice) was mixed in with the soil for better drainage and heat retention. This proved a highly effective technique. Pungapunga was also used for floats on fishing nets, children's spinning tops, and nguru (nose-flutes).
- 2.10 For minerals not common in the rohe, our people relied on their extensive trade connections. Knives and other sharp tools were made from matā (obsidian) sourced from whanaunga at Tūhua (Mayor Island) while many important pounamu tāonga were sourced from whangaunga in Te Wai Pounamu.
- 2.11 These minerals continue to be a vital part of our traditional lands and resources to this day.

3 PURPOSE OF THIS PROTOCOL

- 3.1 With the intent of creating a constructive relationship between the governance entity and the Ministry in relation to minerals administered in accordance with the Act in the Protocol Area, this Protocol sets out how the Ministry will exercise its functions, powers and duties in relation to the matters set out in this Protocol.
- 3.2 The governance entity will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

4 PROTOCOL AREA

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

5 TERMS OF ISSUE

- 5.1 This Protocol is issued pursuant to section [23] of Ngāti Tamaoho Claims Settlement Act [year] (the "**Settlement Legislation**") that implements clause 5.10 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 5.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

6 CONSULTATION

6.1 The Minister will ensure that the governance entity is consulted by the Ministry:

New minerals programmes

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

Petroleum exploration permit block offers

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

Other petroleum permit applications

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

Amendments to petroleum permits

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

Permit block offers for Crown owned minerals other than petroleum

- (e) on the planning of a competitive tender allocation of a permit block for Crown owned minerals other than petroleum (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and any relevant minerals programme) which relates, whether wholly or in part, to the Protocol Area;

Other permit applications for Crown owned minerals other than petroleum

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

Newly available acreage

- (g) when the Secretary proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of minerals other than petroleum, which relates, whether wholly or in part, to the Protocol Area;

Amendments to permits for Crown owned minerals other than petroleum

- (h) when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is received, where the application relates, wholly or in part, to the Protocol Area; and

Gold fossicking areas

- (i) when any request is received or proposal is made to designate lands as a gold fossicking area, which relates, whether wholly or in part, to the Protocol Area.

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

7 IMPLEMENTATION AND COMMUNICATION

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

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

- (a) ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;
- (b) providing the governance entity with sufficient information to make informed decisions and submissions;
- (c) ensuring that sufficient time is given for the participation of the governance entity in the decision making process and to enable it to prepare its submissions; and
- (d) ensuring that the Ministry will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of Ngāti Tamaoho.

8 DEFINITIONS

8.1 In this Protocol:

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

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

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

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

Deed of Settlement means the Deed of Settlement dated 30 April 2017 between the Crown and the governance entity;

governance entity has the meaning given to it by the Deed of Settlement;

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

Minister means the Minister of Energy and Resources;

Ministry means the Ministry of Business, Innovation and Employment;

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

Ngāti Tamaoho has the meaning set out in clause 10.6 of the Deed of Settlement;

petroleum means:

- (a) any naturally occurring hydrocarbon (other than coal) whether in a gaseous, liquid, or solid state; or
- (b) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state; or
- (c) any naturally occurring mixture of 1 or more hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state, and 1 or more of the following, namely hydrogen sulphide, nitrogen, helium, or carbon dioxide—

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

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

DOCUMENTS

ISSUED ON [x]

SIGNED for and on behalf of
THE SOVEREIGN
in right of New Zealand by
the Minister of Energy and Resource
in the presence of:

)
)
)
)

_____)
[]

Signature of Witness

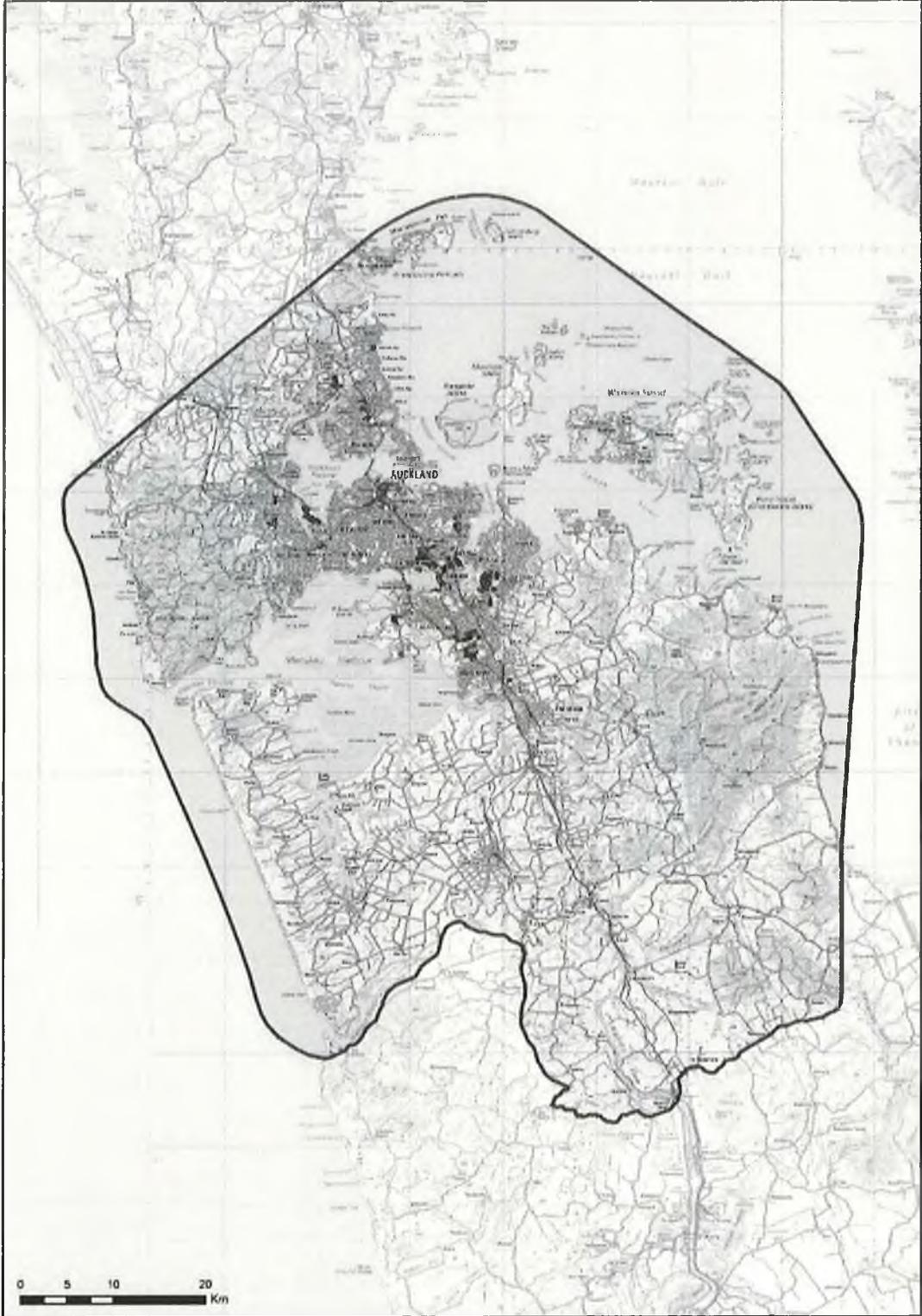
Witness Name

Occupation

Address

KW
A

ATTACHMENT A
PROTOCOL AREA MAP



KW

N

ATTACHMENT B
SUMMARY OF THE TERMS OF ISSUE

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

1. Amendment and cancellation

- 1.1 The Minister or the governance entity may cancel this Protocol.
- 1.2 The Protocol can only be amended by agreement in writing between the Minister and the governance entity.

2. Noting

- 2.1 A summary of the terms of this Protocol must be added:
 - 2.1.1 in a register of protocols maintained by the chief executive; and
 - 2.1.2 in the minerals programme affecting the Protocol Area when those programmes are changed;but the addition:
 - 2.1.3 is for the purpose of public notice only; and
 - 2.1.4 does not change the minerals programmes for the purposes of the Crown Minerals Act 1991 (section [26]).

3. Limits

- 3.1 This Protocol does not:
 - 3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (including the Crown Minerals Act 1991) and government policy, including:
 - (a) introducing legislation; or
 - (b) changing government policy; or
 - (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau or representative of tāngata whenua (section 24); 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 Tamaoho or a representative entity (section 24); or
 - 3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section 26); or

- 3.1.4 affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011.
- 3.2 In this summary of the Terms of Issue, "representative entity" has the same meaning as it has in the Deed of Settlement.
- 4. **Breach**
 - 4.1 Subject to the Crown Proceedings Act 1950, the governance entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section [25]).
 - 4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.17).

DOCUMENTS

3.2 TAONGA TŪTURU PROTOCOL

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

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated 30 April 2017 between Ngāti Tamaoho and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister for Arts, Culture and Heritage (the "Minister") would issue a protocol (the "Protocol") setting out how the Minister and the Chief Executive for Manatū Taonga also known as the Ministry for Culture and Heritage (the "Chief Executive") will interact with the governance entity on matters specified in the Protocol. These matters are:
- 1.1.1 Protocol Area - Part 2;
 - 1.1.2 Terms of issue - Part 3;
 - 1.1.3 Implementation and communication - Part 4;
 - 1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 - Part 5;
 - 1.1.5 The role of the Minister under the Protected Objects Act 1975 - Part 6;
 - 1.1.7 Effects on Ngāti Tamaoho interests in the Protocol Area - Part 7;
 - 1.1.8 Registration as a collector of Ngā Taonga Tūturu - Part 8;
 - 1.1.9 Board Appointments - Part 9;
 - 1.1.10 National Monuments, War Graves and Historical Graves - Part 10;
 - 1.1.11 History publications relating to Ngāti Tamaoho - Part 11;
 - 1.1.12 Cultural and/or Spiritual Practices and professional services - Part 12;
 - 1.1.13 Consultation - Part 13;
 - 1.1.14 Changes to legislation affecting this Protocol - Part 14; and
 - 1.1.15 Definitions - Part 15.
- 1.2 For the purposes of this Protocol the governance entity is the body representative of Ngāti Tamaoho who have an interest in the matters covered under this Protocol. This derives from the status of the governance entity as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.3 Manatū Taonga also known as the Ministry (the "Ministry") and the governance entity are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.

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

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

2 PROTOCOL AREA

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

3 TERMS OF ISSUE

3.1 This Protocol is issued pursuant to section [23] of the Ngāti Tamaoho Claims Settlement Act [year] (the "Settlement Legislation") that implements the Ngāti Tamaoho Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

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

4 IMPLEMENTATION AND COMMUNICATION

4.1 The Chief Executive will maintain effective communication with the governance entity by:

4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;

4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;

4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;

4.1.4 meeting with the governance entity to review the implementation of this Protocol if requested by either party;

4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol and of the obligations of the Chief Executive under it;

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

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

5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT

General

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

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

- 5.2. If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Tamaoho origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Tamaoho origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

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

- 5.5 If the governance entity does not lodge a claim of ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Tamaoho origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:
- 5.5.1 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and
 - 5.5.2 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

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

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

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

7. EFFECTS ON NGĀTI TAMAHOHO INTERESTS IN THE PROTOCOL AREA

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

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

8. REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

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

9. BOARD APPOINTMENTS

9.1 The Chief Executive shall:

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

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

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

10. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

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

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

11. HISTORY PUBLICATIONS

11.1 The Chief Executive shall:

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

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

(a) from an early stage;

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

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

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

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

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

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

12.3 The procurement by the Chief Executive of any such services set out in clauses 12.1 and 12.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

13. CONSULTATION

13.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:

13.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;

13.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

13.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;

13.1.4 ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and

13.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

14 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

14.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:

14.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;

14.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and

14.1.3 report back to the governance entity on the outcome of any such consultation.

15. DEFINITIONS

15.1 In this Protocol:

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

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

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

Found has the same meaning as in section 2 of the Act and means, in relation to any Taonga Tūturu, discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga Tūturu and which suggest that the Taonga Tūturu was last in the lawful possession of a person who at the time of finding is no longer alive, and 'finding' and 'finds' have corresponding meanings;

governance entity means Ngāti Tamaoho Settlement Trust;

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

Ngāti Tamaoho has the meaning set out in clause 10.6 of the Deed of Settlement;

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

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

DOCUMENTS

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

ISSUED on

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister for Arts, Culture and Heritage:

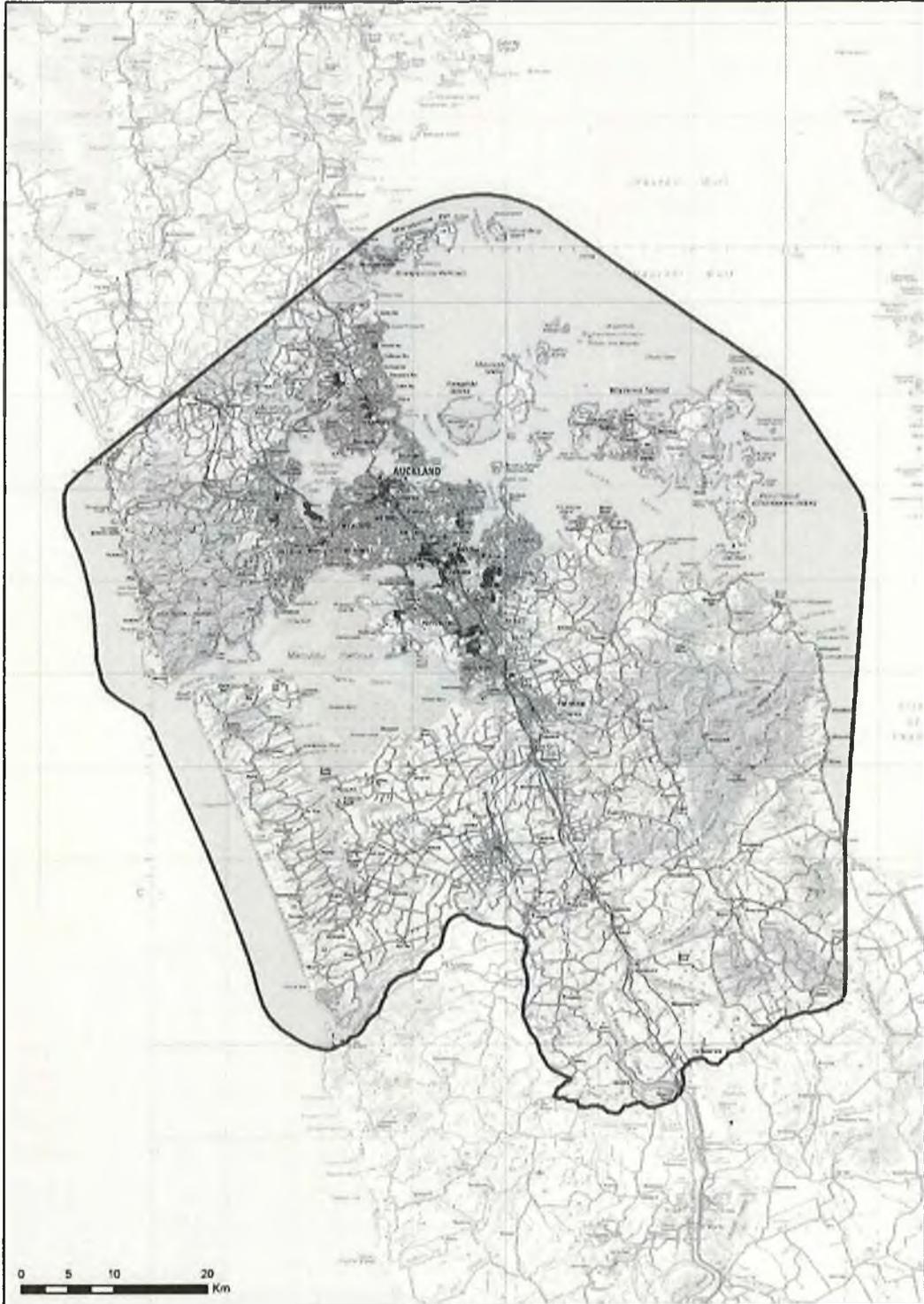
WITNESS

Name:

Occupation:

Address:

ATTACHMENT A
THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



ATTACHMENT B
SUMMARY OF THE TERMS OF ISSUE

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

1. Amendment and cancellation

1.1 The Minister may amend or cancel this Protocol, but only after consulting with the governance entity and having particular regard to its views (section [23]).

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 24); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Ngāti Tamaoho or a representative entity (section 24); or

2.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to, Tāonga Tuturu (section 27).

3. Breach

3.1 Subject to the Crown Proceedings Act 1950, the governance entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 25).

3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.17)

4. RELATIONSHIP AGREEMENTS

**4.1 RELATIONSHIP AGREEMENT WITH THE MINISTER OF CONSERVATION AND
DIRECTOR-GENERAL OF CONSERVATION**

**NGĀTI TAMAHOHO - DEPARTMENT OF CONSERVATION
RELATIONSHIP AGREEMENT**

PURPOSE

This Relationship Agreement marks an important milestone in the relationship between the Minister and Department of Conservation - Te Papa Atawhai ("Te Papa Atawhai") and Ngāti Tamaoho and signifies the shared commitment to build a strong, lasting and meaningful partnership:

- (a) to promote and enhance the conservation of natural, physical, historical and cultural heritage within the rohe of Ngāti Tamaoho and for which Te Papa Atawhai has statutory responsibilities; and
- (b) to complement cultural redress provided for in the Ngāti Tamaoho Claims Settlement Act [xxxx]; and
- (c) to give effect to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi, as required by section 4 of the Conservation Act 1987.

This agreement describes how Te Papa Atawhai and Ngāti Tamaoho will work together as partners.

This agreement is entered into in accordance with clauses 5.12 to 5.14 of the Ngāti Tamaoho Deed of Settlement dated 30 April 2017.

1. ROLES

- 1.1. Both Te Papa Atawhai and Ngāti Tamaoho bring their own aspirations and in some cases constraints to the relationship.

NGĀTI TAMAHOHO

- 1.2. The relationship agreement is designed to recognise Ngāti Tamaoho connections with the natural, cultural and historic environments within its area of interest.
- 1.3. Ngāti Tamaoho's aspiration is to see the mauri of a healthy environment sustaining abundant life and prosperous communities who, in turn, are responsible for restoring and protecting the health and wellbeing of the environment for generations to come. To make this happen, Ngāti Tamaoho want:
 - 1.3.1. to rebuild the mana of Ngāti Tamaoho to exercise kaitiakitanga and have a meaningful role in influencing policies and share in the management of natural, historic, and cultural resources;
 - 1.3.2. a strong partnership with Te Papa Atawhai, and a seamless and well integrated approach to managing conservation land, resources and cultural issues;
 - 1.3.3. our people - especially our youth - having knowledge of cultural practice, and having pride in who Ngāti Tamaoho are as a people - "Te Kotahi o Tamaoho";

- 1.3.4. to see the needs of the present and future generations met in a manner that goes beyond sustainability towards an approach that enhances the environment;
 - 1.3.5. protection, restoration, and conservation of the environment with an emphasis on our waterways, protection from unnecessary development, and care for the reserves in the Ngāti Tamaoho rohe; and
 - 1.3.6. to build a stronger understanding of, and education around, environmental issues so that people are motivated to change behaviour in ways that benefit the environment.
- 1.4. The values that Ngāti Tamaoho will bring to its exercise of kaitiakitanga and to its relationship with Te Papa Atawhai are those of:
- 1.4.1. inclusiveness;
 - 1.4.2. manaakitanga for all in the rohe;
 - 1.4.3. conciliation and mediation;
 - 1.4.4. collaboration (recognising that by working well with others Ngāti Tamaoho can achieve much more);
 - 1.4.5. humility;
 - 1.4.6. meeting the needs of both present and future generations; and
 - 1.4.7. achieving value for money.

TE PAPA ATAWHAI

- 1.5. Te Papa Atawhai administers 24 Acts and has functions under a number of other Acts. Its functions include managing "for conservation purposes, all land, and all other natural and historic resources" under the conservation legislation. In administering the conservation legislation Te Papa Atawhai must give effect to the principles of the Te Tiriti o Waitangi / the Treaty of Waitangi, in accordance with section 4 of the Conservation Act 1987.
- 1.6. Te Papa Atawhai will continue to maintain and enhance its relationship with Ngāti Tamaoho pursuant to Te Papa Atawhai's obligations under section 4 of the Conservation Act, commitments made through this agreement and subject to obligations arising from other Treaty settlements.
- 1.7. In giving effect to section 4 of the Conservation Act 1987, Te Papa Atawhai is committed to involving Ngāti Tamaoho in conservation decision-making over matters of importance to them, ensuring Ngāti Tamaoho interests are fairly reflected. That will involve:
- 1.7.1. Ngāti Tamaoho and Te Papa Atawhai identifying the types of decisions that Ngāti Tamaoho will be involved in;
 - 1.7.2. Ngāti Tamaoho and Te Papa Atawhai maintaining open exchanges of information;

- 1.7.3. Te Papa Atawhai providing Ngāti Tamaoho sufficient information and time for Ngāti Tamaoho to identify the nature and extent of their interest in an issue, while taking into account the importance of timely and efficient decision-making; and
- 1.7.4. Te Papa Atawhai providing feedback on how Ngāti Tamaoho interests have been reflected in particular decisions.

2. SHARED ASPIRATIONS

- 2.1. Ngāti Tamaoho and Te Papa Atawhai share broad aspirations of working collaboratively to protect ecosystems and indigenous flora and fauna within the Ngāti Tamaoho rohe, including freshwater fisheries and the marine area.

3. MANAGEMENT ACTIVITIES IMPORTANT TO NGĀTI TAMAHOHO

- 3.1. In pursuing the shared aspirations, Ngāti Tamaoho is particularly interested in exploring and increasing opportunities to work more closely with Te Papa Atawhai on the following management activities:
 - 3.1.1. reserves management;
 - 3.1.2. use of cultural materials;
 - 3.1.3. statutory authorisations;
 - 3.1.4. conservation advocacy;
 - 3.1.5. visitor and public information; and
 - 3.1.6. marine mammals.

4. WORKING TOGETHER

- 4.1. Ngāti Tamaoho and Te Papa Atawhai will explore opportunities to advance their shared aspirations through Te Papa Atawhai's work programme and initiatives led by Ngāti Tamaoho.
- 4.2. Ngāti Tamaoho will meet with relevant Te Papa Atawhai managers at an early stage in Te Papa Atawhai's business planning cycle (at least once a year) to discuss the annual work programme at which the parties will discuss:
 - 4.2.1. priorities and projects for the management activities in clause 3.1;
 - 4.2.2. potential areas for collaboration such as joint-projects (including seeking funding from external sources), projects to be led by Ngāti Tamaoho with Te Papa Atawhai support, and work programme activities that would benefit from Ngāti Tamaoho support;
 - 4.2.3. the possibility of events or training to increase both parties knowledge, capability and capacity; and
 - 4.2.4. the health of the partnership and any Treaty settlement implementation issues.

- 4.3. Te Papa Atawhai and Ngāti Tamaoho will, explore opportunities (such as wānanga) to support Ngāti Tamaoho to:
- 4.3.1. build their internal capability to participate in conservation management;
 - 4.3.2. manage Waitete Pā Historic Reserve through the provision of technical advice, including advice on external funding options; and
 - 4.3.3. share knowledge/mātauranga with Te Papa Atawhai.

5. INTERPRETATION

- 5.1. This document is the Relationship Agreement referred to in clause 5.12 of the Ngāti Tamaoho Deed of Settlement dated 30 April 2017, that is required to be entered into by the Minister of Conservation and the Director-General of Conservation and Ngāti Tamaoho, and forms part of the redress in settlement of the historic Treaty of Waitangi claims of Ngāti Tamaoho.
- 5.2. Ngāti Tamaoho and Te Papa Atawhai recognise the importance of achieving coherent and effective conservation relationships spanning tribal rohe and conservation administrative boundaries. The Ngā Mana Whenua o Tāmaki Makaurau Conservation Relationship Agreement is designed to help achieve those things. This agreement between Ngāti Tamaoho and Te Papa Atawhai is to be read in conjunction with the relevant parts of Part A, and Parts B and C, of the Ngā Mana Whenua o Tāmaki Makaurau Conservation Relationship Agreement, and will enable the parties to build and ultimately enhance their own conservation partnership.
- 5.3. In this agreement:

Ngā Mana Whenua o Tāmaki Makaurau Conservation Relationship Agreement means the relationship agreement required to be entered into by the Crown and Ngā Mana Whenua o Tāmaki Makaurau by clause 4.1 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed.

Ngāti Tamaoho has the meaning set out in the Ngāti Tamaoho Deed of Settlement of Historical Claims and Ngāti Tamaoho Claims Settlement Act [*year*], and unless the context requires otherwise will be represented by the Ngāti Tamaoho Settlement Trust.

6. REVIEW

- 6.1. As provided for in clause 4.7 of the Ngā Mana Whenua o Tāmaki Makaurau Conservation Relationship Agreement, this agreement may be amended by agreement in writing between the Minister and Ngāti Tamaoho.

DOCUMENTS

SIGNED on [DATE]

SIGNED by the trustees of the)
NGĀTI TAMAOHO SETTLEMENT)
TRUST)

_____)
Dennis Raniera Kirkwood

_____)
Diana Jensen

_____)
Nicholas Maaka

_____)
David Taka

_____)
Lynette Ann Tamara Taka

_____)
Te Roto Mary Jenkins

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

SIGNED for and on behalf of)
THE DEPARTMENT OF)
CONSERVATION)

4.2 RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

**RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY FOR THE ENVIRONMENT
AND NGĀTI TAMAHOHO**

1. PURPOSE

- 1.1 This agreement (the "**Relationship Agreement**") formalises the relationship between the Ministry for the Environment (the "**Ministry**") and the Ngāti Tamaoho Settlement Trust (the "**Governance Entity**"). It establishes a framework to enable the parties to maintain a positive and enduring working relationship aimed at enhancing the condition of the natural, historic and cultural values of the Ngāti Tamaoho rohe.

2. NGĀTI TAMAHOHO VALUES

- 2.1 Ngāti Tamaoho aspires to see the mauri of a healthy environment sustaining abundant life and prosperous communities who, in turn, are responsible for restoring and protecting the health and wellbeing of the environment for generations to come.
- 2.2 Ngāti Tamaoho will bring to its exercise of kaitiakitanga and to its relationships with local and central government agencies and other partners the values of inclusiveness, manaakitanga for all in the rohe, and an approach which embraces, conciliation, mediation and collaboration to meet the needs of both present and future generations.
- 2.3 Ngāti Tamaoho wants to build an effective network of relationships with others to ensure there is a well-integrated approach to managing environmental and cultural issues within the Ngāti Tamaoho rohe.

3. RELATIONSHIP PRINCIPLES

- 3.1 In implementing the Relationship Agreement, the Secretary for the Environment (the "**Secretary**") and the Governance Entity agree to act consistently with the following relationship principles:
- (a) work consistently with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles (refer section 8);
 - (b) operate a 'no surprises' approach;
 - (c) work in a spirit of co-operation;
 - (d) acknowledge that the relationship is evolving, not prescribed;
 - (e) respect the independence of the parties and their individual mandates, roles and responsibilities; and
 - (f) recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise.

4. SCOPE

- 4.1 The Relationship Agreement applies to all functions, powers, responsibilities and actions of the Secretary for the Environment that are exercised in relation to managing the use, development and protection of natural and physical resources within, or that affect, the Ngāti Tamaoho Area of Interest as defined in the Ngāti Tamaoho Deed of Settlement.
- 4.2 The Relationship Agreement does not extend to the Secretary's role in appointing officials and statutory officers, and their roles and responsibilities.

5. COMMUNICATION

- 5.1 The Ministry will seek to establish and maintain effective and efficient communication with the Governance Entity on a continuing basis through:
- (a) relationship meetings held in accordance with clause 6;
 - (b) maintaining information on the Governance Entity's office holders, their addresses and contact details;
 - (c) providing a primary Ministry contact for the Governance Entity who will act as a liaison person with other Ministry staff;
 - (d) providing reasonable opportunities, in addition to the annual relationship meeting, for the Governance Entity to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise; and
 - (e) informing relevant Ministry staff of the contents of this relationship agreement and their responsibilities and roles under it.

6. RELATIONSHIP MEETINGS

- 6.1 The parties agree that representatives of the Governance Entity and the Ministry will participate in an annual relationship meeting.
- 6.2 Before each meeting under clause 6.1, representatives of the Governance Entity and the Ministry will agree administrative arrangements for the meeting.
- 6.3 The agenda for each meeting will be agreed between the parties no later than ten working days before the meeting. Standard agenda items could include:
- (a) any legislative or policy developments of interest to Ngāti Tamaoho, including but not limited to reform of the Resource Management Act 1991 ("**RMA**"), freshwater issues, urban development, climate change, biodiversity, and development of new resource management tools (in particular, national policy statements and national environmental standards);
 - (b) a discussion on the management of waterways generally, but particularly those of the Manukau Harbour and the Mangatangi and Mangatawhiri catchments, including Ngāti Tamaoho exercise of kaitiakitanga and their participation in resource and freshwater management planning processes;
 - (c) local authority performance in the Ngāti Tamaoho Area of Interest in implementing Te Tiriti o Waitangi / the Treaty of Waitangi provisions in the RMA consistent with clause 8 below; and
 - (d) any other matters of mutual interest.
- 6.4 Each party will meet the costs and expenses of its representatives attending relationship meetings.
- 6.5 The first relationship meeting will take place within 3 months of a written request by the Governance Entity.

7. IWI MANAGEMENT PLAN

- 7.1 Should Ngāti Tamaoho wish to develop or review an iwi management plan in relation to the Ngāti Tamaoho rohe, the Ministry for the Environment will support its development or review through providing advice, information and review upon request.
- 7.2 Support provided by the Ministry will be technical in nature, and does not include financial support.

8. LOCAL GOVERNMENT PERFORMANCE

- 8.1 The Minister for the Environment (the "**Minister**") has the function of monitoring the effect and implementation of the RMA (refer section 24). The Minister also has the power to require local authorities (and others) to supply information about the exercise of their functions, powers, or duties (refer section 27).
- 8.2 The way in which these functions and powers are exercised varies from time to time. At the date of execution of the Relationship Agreement, the Ministry, on behalf of the Minister, surveys all New Zealand local authorities every two years about their processes under the RMA. The survey includes questions relating to Māori participation.
- 8.3 The Ministry also separately collects information on environmental outcomes through state of the environment monitoring.
- 8.4 Before each relationship meeting held under clause 5, the Ministry will provide the Governance Entity with:
- (a) the most recent published information from any such survey; and
 - (b) details of any current or completed state of the environment monitoring; as it relates to the Ngāti Tamaoho Area of Interest and, subject to any constraints on information sharing, including under the Official Information Act 1982 ("**OIA**") and Privacy Act 1993.

9. OFFICIAL INFORMATION

- 9.1 The Ministry is subject to the requirements of the OIA.
- 9.2 The Ministry and the Minister may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes).
- 9.3 The Minister will notify Ngāti Tamaoho and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Ngāti Tamaoho wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

10. AMENDMENT

- 10.1 The parties may agree in writing to vary or terminate the provisions of this Relationship Agreement.

DOCUMENTS

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

WITNESS

Name:

Occupation:

Address:

SIGNED by the trustees of the)
NGĀTI TAMAOHO SETTLEMENT)
TRUST

Dennis Raniera Kirkwood

Diana Jensen

Nicholas Maaka

David Taka

Lynette Ann Tamara Taka

Te Roto Mary Jenkins

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**5. LETTER OF RECOGNITION WITH THE MINISTRY FOR
PRIMARY INDUSTRIES**

[Date]

Dennis Kirkwood
Chair
Ngāti Tamaoho Settlement Trust
PO Box 97 294
Manukau
AUCKLAND 2247

Tēnā koe Dennis

FISHERIES LETTER OF RECOGNITION

This letter sets out how the Ministry for Primary Industries (the Ministry) and Ngāti Tamaoho will work constructively together to fully implement the Crown's obligations arising from the 1992 Fisheries Deed of Settlement and the Deed of Settlement signed between the Crown and Ngāti Tamaoho on 30 April 2017. The Ministry for Primary Industries' approach to implementing these obligations will be informed by the 'Statement of Ngāti Tamaoho Cultural Redress Values' contained in the 2017 Deed of Settlement.

Tangata whenua input and participation

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

Recognition of Ngāti Tamaoho as tangata whenua

The Ministry will recognise Ngāti Tamaoho as tangata whenua within their Area of Interest, and acknowledge that Ngāti Tamaoho have a special relationship with, and an interest in, the sustainable utilisation of all species of fish, aquatic life and seaweed administered under the Fisheries Act 1996, within their Area of Interest.

The Ministry will also acknowledge that Ngāti Tamaoho also have a customary, non-commercial interest in all species of fish, aquatic life and seaweed administered under the Fisheries Act 1996, within to their Area of Interest.

Recognition of Ngāti Tamaoho does not preclude the Ministry from recognising other groups where there is an overlap of areas of interest.

Appointment as an advisory committee to the Minister for Primary Industries

The Minister will appoint the Ngāti Tamaoho governance entity as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995. Appointing Ngāti Tamaoho will require the Minister to consider written advice from the committee when making decisions relating to changes in the management regime for areas of special significance identified by tangata whenua. The areas of special significance will need to be identified by Ngāti Tamaoho and agreed to by the Ministry for Primary Industries prior to the appointment of the governance entity as an advisory committee.

National Fisheries Plans

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

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

Ngāti Tamaoho involvement in Iwi Fisheries Plans and National Fisheries Plans

The Ministry can ensure that the Ngāti Tamaoho governance entity has the opportunity to contribute to the development of an Iwi Fisheries Plan and FFP, which the Ministry may assist in developing. This will ensure that Ngāti Tamaoho fisheries management objectives and priorities are given visibility and appropriate consideration in the development of any relevant FFP.

The Ministry can also ensure that the Ngāti Tamaoho governance entity has an opportunity to participate in and contribute to any future engagement process, which may be developed at a regional level or national level, provided that these processes are adopted to allow for the input and participation of tangata whenua into fisheries processes, within the Ngāti Tamaoho Area of Interest.

Support for implementation of non-commercial customary fisheries regulations

The Ministry, within the resources available, will also provide Ngāti Tamaoho governance entity with information to enable the implementation of customary fishing regulations within their Area of Interest. The Ministry can discuss with the Ngāti Tamaoho governance entity the process for implementing customary fishing regulations.

Nāku noa na,

Director-General of Primary Industries
Ministry for Primary Industries

6. LETTERS OF INTRODUCTION

**6.1 LETTER OF INTRODUCTION FOR CORE AND NON-CORE CROWN
ORGANISATIONS AND NON-CROWN ORGANISATIONS**

[Contact details - Crown organisation]

Tena koe

Ngāti Tamaoho - Letter of Introduction

On 30 April 2017 the Crown signed a Deed of Settlement with Ngāti Tamaoho to settle their historical Te Tiriti o Waitangi / the Treaty of Waitangi claims. On [date] the Ngāti Tamaoho Claims Settlement Act was passed to implement the settlement.

The Deed of Settlement is comprised of both cultural and commercial redress to remedy historical grievances Ngāti Tamaoho have suffered as a result of Crown breaches of the Treaty of Waitangi. Cultural redress includes access to cultural resources and relationship agreements.

In the course of negotiations with the Crown, Ngāti Tamaoho expressed interest in enhancing their relationships with entities that [reason for relationship], including [agency or third party name]. The essence of the request relates to [relationship objective].

In the Deed of Settlement, the Crown agreed to write letters encouraging co-operative ongoing relationship between Ngāti Tamaoho and [agency or organisation name] in their core area of interest. Accordingly, I am writing to introduce you to the Ngāti Tamaoho Settlement Trust as the governance entity of Ngāti Tamaoho and to suggest that your [agency/organisation] makes contact with Ngāti Tamaoho to foster a co-operative relationship and to discuss matters of common interest.

Ngāti Tamaoho are part of the Waiohau confederation in Tāmaki Makaurau and whakapapa to Waikato-Tainui. Their area of interest for claims purposes extends from the Auckland isthmus in the north to Whangamarino in the south, and from the east to west coasts [see **attached map**]. Ngāti Tamaoho are included in the Waikato Raupatu Deed of Settlement 1995 and the Waikato River Settlement 2010 and are signatories to the Tāmaki Collective Deed of Settlement 2012.

The contact details for the [iwi name post-settlement governance entity] are:

[contact details]; and

[contact details].

If you have any further questions please contact [contact person] at the Office of Treaty Settlements at [email address] or 04 [number].

Nāku noa, nā

[Name]

Director, Office of Treaty Settlements

6.2 LETTER OF INTRODUCTION FOR MUSEUMS

[Contact details of director of museum]

Tēnā koe

Ngāti Tamaoho - Letter of Introduction

On 30 April 2017 the Crown signed a Deed of Settlement with Ngāti Tamaoho to settle their historical Te Tiriti o Waitangi / the Treaty of Waitangi claims. On [date] the Ngāti Tamaoho Claims Settlement Act was passed to implement the settlement.

The Deed of Settlement is comprised of both cultural and commercial redress to remedy historical grievances Ngāti Tamaoho have suffered as a result of Crown breaches of the Treaty of Waitangi. Cultural redress includes access to cultural resources and relationship agreements.

In the course of negotiations with the Crown, Ngāti Tamaoho sought the opportunity to have greater management and control over their tāonga. Ngāti Tamaoho specifically expressed an interest in enhancing their relationships with [museum name] to engage with you regarding this tāonga. The essence of the request relates to [relationship objective].

Ngāti Tamaoho are part of the Waiohūa confederation in Tāmaki Makaurau and whakapapa to Waikato-Tainui. Their area of interest for claims purposes extends from the Auckland isthmus in the north to Whangamarino in the south, and from the east to west coasts [see **attached map**]. Ngāti Tamaoho are included in the Waikato Raupatu Deed of Settlement 1995 and the Waikato River Settlement 2010 and are signatories to the Tāmaki Collective Deed of Settlement 2012.

I invite [entity name] to contact the Ngāti Tamaoho Chairperson directly in relation to the matters raised in this letter. Their contact details are:

[contact details]; and

[contact details].

If you have any further questions please contact [contact person] at the Office of Treaty Settlements at [email address] or 04 [number].

Nāku noa, nā

[Hon Christopher Finlayson]

Minister for Treaty of Waitangi Negotiations

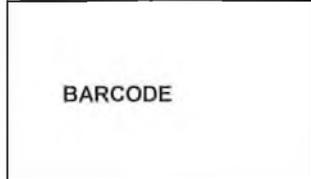
**7. LEASE WITH THE MINISTRY OF EDUCATION FOR
LEASEBACK PROPERTIES**

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 115 Land Transfer Act 1952)



Land registration district

[]

Affected instrument Identifier
and type (if applicable)

All/part

Area/Description of part or stratum

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
[][]	[][]	[][]

Lessor

[][][]

Lessee

HER MAJESTY THE QUEEN for education purposes

Estate or Interest

Insert "fee simple"; "leasehold in lease number " etc.

Fee simple

Lease Memorandum Number (if applicable)

Not applicable

Term

See Annexure Schedule

Rental

See Annexure Schedule

Lease and Terms of Lease

If required, set out the terms of lease in Annexure Schedules

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule(s)

Handwritten initials or signature.

DOCUMENTS

Form F *continued*

Attestation

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

DOCUMENTS

Form F *continued*

<p>_____</p> <p>[]</p> <p>_____</p> <p>[]</p> <p>_____</p> <p>[]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p> <p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p> <p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>Signature of the Lessee</p> <p>_____</p> <p>Signed for and on behalf of HER MAJESTY THE QUEEN as Lessee by</p> <p>[]</p> <p>(acting pursuant to a written delegation given to him/her by the Secretary for Education) in the presence of:</p>	<p>Signed in my presence by the Lessee</p> <p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Lessee

* The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased.

Form F *continued*

ANNEXURE SCHEDULE

Page 1 of 18 Pages

Insert Instrument type

LEASE INSTRUMENT

BACKGROUND

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between [*insert name of claimant group*] and the Crown, under which the parties agreed to transfer the Land to [*insert name of post-settlement governance entity*] and lease it back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

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

AKW

Form F *continued*

ANNEXURE SCHEDULE

Page 2 of 18 Pages

Insert Instrument type

LEASE INSTRUMENT

SCHEDULE A

ITEM 1 THE LAND

[insert full legal description - note that improvements are excluded].

ITEM 2 START DATE

[insert start date].

ITEM 3 ANNUAL RENT

\$(*insert agreed rent*) plus GST per annum payable monthly in advance on the first day of each month but the first payment shall be made on the Start Date on a proportionate basis for any broken period until the first day of the next month.

ITEM 4 TERM OF LEASE

21 Years.

ITEM 5 LESSEE OUTGOINGS

5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.

5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).

5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.

5.4 Maintenance of car parking areas.

5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

ITEM 6 PERMITTED USE

The Permitted Use referred to in clause 9.

ITEM 7 RIGHT OF RENEWAL

Perpetual rights of renewal of 21 years each with the first renewal date being the 21st anniversary of the Start Date, and then each subsequent renewal date being each 21st anniversary after that date.

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

KW
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Form F *continued*

ANNEXURE SCHEDULE
Insert Instrument type

Page 3 of 18 Pages

LEASE INSTRUMENT

ITEM 8 RENT REVIEW DATES

The 7th anniversary of the Start Date and each subsequent 7th anniversary after that date.

ITEM 9 LESSEE'S IMPROVEMENTS

As defined in clause 1.9 and including the following existing improvements:
[List here all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent, contractor or sublessee or licensee of the Lessee on the Land].

[]

The above information is taken from the Lessee's records as at [].
A site inspection was not undertaken to compile this information.

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

RW

Form F continued

ANNEXURE SCHEDULE

Page 4 of 18 Pages

Insert Instrument type

LEASE INSTRUMENT

ITEM 10 CLAUSE 16.5 NOTICE

To: *[Post-Settlement Governance Entity] ("the Lessor")*

And to: *The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6140 ("the Lessee")*

From: *[Name of Mortgagee/Chargeholder] ("the Lender")*

The Lender acknowledges that in consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule to the Lease attached to this Notice which the Lender acknowledges will be for its benefit:

- (i) It has notice of the provisions of clause 16.5 of the Lease; and*
- (ii) It agrees that any Lessee's Improvements (as defined in the Lease) placed on the Land by the Lessee at any time before or during the Lease shall remain the Lessee's property at all times; and*
- (iii) It will not claim any interest in any Lessee's Improvements under the security of its loan during the relevant period no matter how any Lessee's Improvement may be fixed to the Land and regardless of any rule of law or equity to the contrary or any provisions of its security to the contrary; and*
- (iv) It agrees that this acknowledgement is irrevocable.*

SCHEDULE

[]

[Form of execution by Lender]

[Date]

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

Form F *continued*

ANNEXURE SCHEDULE
Insert Instrument type

Page 6 of 18 Pages

LEASE INSTRUMENT

SCHEDULE B

1 Definitions

1.1 The term "Lessor" includes and binds:

- (a) the persons executing this Lease as Lessor; and
- (b) any Lessor for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term "Lessee" includes and binds:

- (a) the person executing this Lease as Lessee; and
- (b) all the Lessees for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.

1.3 "Business Day" means a day that is not:

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (d) the days observed as the anniversaries of the provinces of [Auckland] [and] Wellington; or
- (e) the days observed as Waitangi Day or Anzac Day under section 45A of the Holidays Act 2003.

1.4 "Crown" has the meaning given in section 2(1) of the Public Finance Act 1989.

1.5 "Crown Body" means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and
- (c) the New Zealand Railways Corporation; and

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

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ANNEXURE SCHEDULE

Insert Instrument type

LEASE INSTRUMENT

- (d) a company or body that is wholly owned or controlled by one or more of the following:
 - (i) the Crown;
 - (ii) a Crown entity;
 - (iii) a State enterprise; and
 - (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).
- 1.6 "Department" has the meaning given in section 2 of the Public Finance Act 1989.
- 1.7 "Education Purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 "Legislation" means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.9 "Lessee's Improvements" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.10 "Lessee's property" includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 "Maintenance" includes repair.
- 1.12 "Public Work" has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 "Sublet" and "Sublease" include the granting of a licence to occupy the Land or part of it.
- 2 Payment of Annual Rent**
- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at 6% of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

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

KW
K

Form F *continued*

ANNEXURE SCHEDULE

Page 8 of 18 Pages

Insert Instrument type

LEASE INSTRUMENT

3 Rent Review

When a party initiates the rent review process as set out in clause 3.5:

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6% of the lesser of:
- (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
 - (b) the Nominal Value being:
 - (i) during the initial Term: a value based on 4% growth per annum of the Transfer Value of the Land; or
 - (ii) for subsequent Terms: a value based on 4% growth per annum of the reset Nominal Value as calculated in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.
- 3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:
- (a) at the start date of every new Term; and
 - (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the market value for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the market value for the three consecutive Rent Review Dates or Lease renewal dates.
- 3.5 The rent review process will be as follows:
- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.
 - (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.

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

Form F *continued***ANNEXURE SCHEDULE**

Page 9 of 18 Pages

*Insert Instrument type***LEASE INSTRUMENT**

- (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer's certificate.
- (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
- (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
 - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.

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

Form F *continued*

ANNEXURE SCHEDULE

Page 10 of 18 Pages

Insert Instrument type

LEASE INSTRUMENT

(m) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

4 Payment of Lessee Outgoings

During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the relevant person.

5 Valuation Roll

Where this Lease is registered under section 115 of the Land Transfer Act 1952 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

6 Utility Charges

6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.

6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.

6.3 If required to do so by the Lessor or any local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

7 Goods and Services Tax

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

8 Interest

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

9 Permitted Use of Land

The Land may be used for Education Purposes, and/or any other Public Work, including any lawful secondary or incidental use.

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

Form F *continued***ANNEXURE SCHEDULE**

Page 11 of 18 Pages

*Insert Instrument type***LEASE INSTRUMENT****10 Designation**

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease.

11 Compliance with Law

The Lessee must at its own cost comply with the provisions of all relevant Legislation.

12 Hazards

12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.

12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

13 Damage or Destruction**13.1 Total Destruction**

If the Land or the Lessee's Improvements or any portion thereof shall be destroyed or so damaged so as to render the Land or the Lessee's Improvements unsuitable for the Permitted Use to which it was put at the date of the destruction or damage (the "Current Permitted Use"), then either party may, within three months of the date of the damage, give the other 20 Business Days notice of termination, and the whole of the Annual Rent and Lessee Outgoings shall cease to be payable as from the date of the damage.

13.2 Partial Destruction

(a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be.

(b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:

- (i) the repair and reinstatement of the Land have been completed; and
- (ii) the Lessee can lawfully occupy the Land.

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

Form F *continued***ANNEXURE SCHEDULE**

Page 12 of 18 Pages

*Insert Instrument type***LEASE INSTRUMENT**

- (c) If:
- (i) in the reasonable opinion of the Lessor it is not economically viable to repair and reinstate the Land; or
 - (ii) any necessary council consents shall not be obtainable,
- then the term will terminate with effect from the date that either such fact is established.

13.3 Natural Disaster or Civil Defence Emergency

- (a) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:
- (i) such inability ceases; or
 - (ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.
- (b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:
- (i) the relevant clause has applied for a period of 6 months or more; or
 - (ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.

13.4 Any termination pursuant to this clause 13 shall be without prejudice to the rights of either party against the other.

13.5 Notwithstanding anything to the contrary, no payment of Annual Rent or Lessee Outgoings by the Lessee at any time, nor any agreement by the Lessee as to an abatement of Annual Rent and/or Lessee Outgoings shall prejudice the Lessee's rights under this clause 13 to:

- (a) assert that this lease has terminated; or
- (b) claim an abatement or refund of Annual Rent and/or Lessee Outgoings.

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

Form F *continued*

ANNEXURE SCHEDULE

Page 13 of 18 Pages

Insert Instrument type

LEASE INSTRUMENT

14 Contamination

- 14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.
- 14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.
- 14.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

15 Easements

- 15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.
- 15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.
- 15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

16 Lessee's Improvements

- 16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.
- 16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.
- 16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.

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

Form F *continued*

ANNEXURE SCHEDULE

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Insert Instrument type

LEASE INSTRUMENT

- 16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.
- 16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- 16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.
- 16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.
- 17 Rubbish Removal**
- The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.
- 18 Signs**
- The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.
- 19 Insurance**
- 19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.
- 19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

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

Form F *continued***ANNEXURE SCHEDULE**

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*Insert Instrument type***LEASE INSTRUMENT****20 Fencing**

- 20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.
- 20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

21 Quiet Enjoyment

- 21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.
- 21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

22 Assignment

- 22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:
- (a) any Department or Crown Body; or
 - (b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).
- 22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).
- 22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.
- 22.4 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

23 Subletting

The Lessee may without the Lessor's consent sublet to:

- (a) any Department or Crown Body; or
- (b) any other party provided that the sublease complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

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

Form F *continued***ANNEXURE SCHEDULE**

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*Insert Instrument type***LEASE INSTRUMENT****24 Occupancy by School Board of Trustees**

- 24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education Act 1989 and otherwise consistent with this Lease.
- 24.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.
- 24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education Act 1989 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

25 Lessee Break Option

The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

26 Breach

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

27 Notice of Breach

- 27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:
- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
 - (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
 - (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

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

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*Insert Instrument type***LEASE INSTRUMENT**

27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

28 Renewal

28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed on the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the Lease Term that it does not wish the Lease to be renewed.

28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of perpetual renewal, provided that either party may initiate the rent review process in accordance with clause 3.

29 Right of First Refusal for Lessor's Interest

29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice ("Lessor's Notice") to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.

29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor ("Lessee's Notice") accepting the offer contained in the Lessor's Notice.

29.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.

29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1-29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.

29.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

30 Exclusion of Implied Provisions

30.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

- (a) Clause 11 - Power to inspect premises.

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

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31 Entire Agreement

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

32 Disputes

The parties will try to resolve all disputes by negotiations in good faith. If negotiations are not successful, the parties will refer the dispute to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before arbitration) in accordance with the Arbitration Act 1996.

33 Service of Notices

33.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

The Secretary for Education
Ministry of Education
PO Box 1666
WELLINGTON 6140

33.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

[insert contact details]

33.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

34 Registration of Lease

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 1952. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

35 Costs

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.

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

[insert as a new clause 25A in leaseback for Hunua School site]

25A Lessee Partial Surrender of Lease Option

- 25A.1 The Lessee may, in its sole and absolute discretion and without giving any reasons, partially surrender, and convey to the Lessor, this Lease, as it relates to any part of the lease over the Land ("Surrender Land") by providing no less than 120 Business Days' notice ("Surrender Notice") in writing at any time to the Lessor. The Lessor must accept any partial surrender of the Lease under this clause.
- 25A.2 A Surrender Notice issued under clause 25A.1 must clearly set out the terms and conditions of the partial surrender and must identify the Surrender Land and provide a reasonable estimate of the area of the Surrender Land ("the Surrender Land Area").
- 25A.3 The partial surrender will be effective from the date that is 120 Business Days from the date of receipt of the Surrender Notice by the Lessor or such other later date as may be specified in the Surrender Notice ("Surrender Date").
- 25A.4 The residue of the Term of this Lease as it applies to the Surrender Land will merge with the Lessor's residual estate and be extinguished from the Surrender Date but without prejudice to either party's rights arising in relation to the Surrender Land before the Surrender Date.
- 25A.5 The adjusted Annual Rent payable under this Lease from the Surrender Date will be a pro-rated proportion of the Annual Rent payable at the date of the Surrender Notice, being the proportion that the area of the balance Land after the Surrender Land Area has been excluded ("Balance Land") bears to the total area of the Land.
- 25A.6 Following the issue and receipt of a Surrender Notice under clause 25A.1, the Lessor and Lessee will complete all tasks and actions necessary to give legal effect to the partial surrender, which will include, without limitation:
- (a) The Lessee shall carry out a survey and re-definition of the Balance Land including obtaining all local authority consents necessary for such subdivision for leasehold purposes (as applicable).
 - (b) The Lessee shall arrange the preparation and execution of a partial surrender of lease instrument or lease instrument, to record the terms of the partial surrender and to reflect the adjusted Annual Rent.
 - (c) The Lessor shall cooperate in all respects with the tasks and actions necessary to give legal effect to the partial surrender and shall execute the partial surrender of lease instrument or lease instrument and do all acts and things necessary or desirable to implement and give full effect to the partial surrender.
- 25A.7 If the Surrender Land is landlocked as a result of the partial surrender, the following subclauses shall apply:
- (a) The Lessee shall reserve reasonable access ("Access") over the Balance Land to the Surrender Land by way of provisions in the partial surrender of lease instrument.
 - (b) This clause does not place any obligation upon the Lessee to ensure that any Access is formed or fenced, unless the Lessee agrees otherwise.
 - (c) Subclause 25A.7(a) shall apply regardless of whether the Access is considered to be necessary for, or incidental to, either the Permitted Use or any permitted alterations or additions to the Lessee's Improvements in terms of clause 15.1.

- (d) Use of any Access may be shared between the Lessor and the Lessee ("Shared Access").
- (e) Clause 11 of Schedule 4 of the Land Transfer Regulations 2002 shall apply in relation to any obligations for repair, maintenance, and costs of any Access as if the Access were an easement facility for the purposes of that clause.
- (f) Despite clause 25A.7(e) above, obligations for repair, maintenance, and costs of any Shared Access shall be apportioned between Lessor and Lessee based on reasonable use of any such Shared Access.

25A.8 The parties must pay their own costs in relation to any actions or tasks required to give effect to partial surrender under this clause 25A and otherwise to give legal effect to any partial surrender, and in relation to any Access provided under clause 25A.7. The Lessor will not be entitled to claim from the Lessee any damages or compensation arising in any way, either directly or indirectly, from any partial surrender under this clause 25A.