

NGĀ MANA WHENUA O TĀMAKI MAKĀURAU

and

THE CROWN

**NGĀ MANA WHENUA O TĀMAKI MAKĀURAU
COLLECTIVE REDRESS DEED:
DOCUMENTS**

DOCUMENTS

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1: STATEMENTS OF ASSOCIATION

1 STATEMENTS OF ASSOCIATION

TE AKITAI WAIOHUA STATEMENT OF ASSOCIATION

Maungakiekie / One Tree Hill

Maungakiekie or Totara I Ahua is the main pa site in the era of Te Ikamaupoho (son of Huakaiwaka who was the progenitor of Waiohua) and his son, Kiwi Tamaki, both paramount chiefs of Waiohua.

The numerous volcanic maunga in Tāmaki Makaurau made ideal pa sites in their time, providing protection to the people living there, with defensive measures that took full advantage of higher ground. The adaptable, fertile volcanic soils also offered opportunities to cultivate food and kumara gardens and construct terraces, walls, storage pits, mounds and middens along the slopes including the inside of the cones.

Maungakiekie was a heavily defensive pa divided into several terraced sections with a complex set of maioro (palisades), walls, ditches and banks that created distinct lines of resistance.

The kumara and food gardens on offer were extensive and famous throughout the region as Nga Mara a Tahuri (the gardens of Tahuri). The gardens were expertly cultivated with the guidance of Te Tahuri, the wife of Te Ikamaupoho and mother of Kiwi Tamaki, revealing her significant expertise in horticulture.

The proverb “Kohi Āwheto i te Māra o Te Tahuri” or “collect caterpillars in the garden of Te Tahuri” is a reference to how popular the gardens were, even with the caterpillars who fed on the abundant kumara leaves.

The strategic location of the maunga in the centre of Tamaki between the Manukau and Waitemata harbours, along with the extensive defensive landscaping and food gardens made Maungakiekie one of the largest and most significant pa in the history of Tāmaki Makaurau. The complexity of the pa structure required intensive settlement to build and maintain and housed a population that numbered in the thousands.

Kiwi Tamaki, progenitor of Te Ākitai Waiohua and eventual paramount chief of Waiohua, seasonally moved between different maunga pa sites and stayed at each of them as it came time to harvest various types of food – fish, shellfish, birds, bird eggs and vegetables.

Maungakiekie remained the main pa of Kiwi Tamaki, which featured Te Totara I Ahua, the tapu (sacred) totara tree ‘used as an altar.’ The totara tree stood on the maunga as a tohu (landmark) and symbol of the welfare of the local people and was already over 150 years old during the time of Kiwi Tamaki. Te Totara I Ahua was originally planted to mark the birth of Korokino, son of Chief Tupahau and Hine Te Ao, a Chieftainess of Waiohua.

A great pahu (gong) embellished with pounamu (greenstone) was also placed on Maungakiekie. In the time of Kiwi Tamaki, when this pahu was sounded to warn or signal the people, it could be heard by other Waiohua pa in the region many kilometres away.

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The historical, cultural and spiritual association of Te Ākitai Waiohū with the maunga of Tāmaki Makaurau is essential to the preservation and affirmation of its tribal identity.

These maunga were places of protection and sustenance for generations of Waiohū and were occupied through to the end of Kiwi Tamaki's leadership at a time when the community was at its height in strength, unity and stability. Waiohū engaged in traditional and symbolic cultural practices on the maunga, but they were also homes where the people lived, fought and died.

Thus the history of the maunga serves as a record of the stories and experiences that have shaped Te Ākitai Waiohū to this day and will continue to do so in the future.

Maungawhau / Mount Eden

Maungawhau is a significant Waiohū pa site inhabited by Huakaiwaka, the paramount chief and progenitor of Waiohū and grandfather of Kiwi Tamaki. Kiwi Tamaki who eventually inherited the title of paramount chief of Waiohū is the progenitor of Te Ākitai Waiohū.

As a key settlement Maungawhau was also utilised for kumara and food gardens. The numerous volcanic maunga in Tāmaki Makaurau made ideal pa sites in their time, providing protection to the people living there, with defensive measures that took full advantage of higher ground. This is particularly true for Maungawhau as it is one of the tallest volcanic cones in the region.

The adaptable, fertile volcanic soils also offered opportunities to cultivate food and kumara gardens and construct terraces, walls, maioro (palisades), ditches, banks, storage pits, mounds and middens along the slopes.

Kiwi Tamaki stayed mainly at Maungakiekie (One Tree Hill) but he moved seasonally between different maunga pa sites and stayed at each of them as it came time to harvest various types of food – fish, shellfish, birds, bird eggs and vegetables.

Maungawhau was a particularly tapu (sacred) place. Te Tuahu o Huakaiwaka is a tapu ceremonial area on the slopes of Maungawhau that was reserved for important events.

The main crater of Maungawhau is known as Te Ipu a Mataaoho (the food bowl of Mataaoho). It too is a tapu place where Mataaoho the giant deity of volcanoes came to rest and engage in ceremony. An ancient tupuna of Waiohū, Mataaoho found Tāmaki Makaurau too cold and generated warmth with the creation of the volcanoes in the region. The volcanic craters in Southern Tāmaki Makaurau are collectively known as Nga Tapuwae o Mataaoho (the footprints of Mataaoho.)

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Matukutūruru (Wiri Mountain)

Matukutūruru is a Waiohua pa site that was also utilised for kumara and food gardens.

The numerous volcanic maunga in Tāmaki Makaurau made ideal pa sites in their time, providing protection to the people living there, with defensive measures that took full advantage of higher ground. The adaptable, fertile volcanic soils also offered opportunities to cultivate food and kumara gardens and construct terraces, walls, storage pits, mounds and middens along the slopes.

Kiwi Tamaki, progenitor of Te Ākitai Waiohua and paramount chief of Waiohua, stayed mainly at Maungakiekie (One Tree Hill.) He seasonally moved between different maunga pa sites and stayed at each of them as it came time to harvest various types of food – fish, shellfish, birds, bird eggs and vegetables.

Matukutūruru is one of a pair of volcanic cones known as Nga Matukurua or ‘the two bitterns.’ The other cone, Matukutūreia (McLaughlin’s Mountain) or ‘the watchful bittern’ was named after the Waiohua chief whose vigilance saved his people from being attacked at the pa. Matukutūruru is the ‘careless bittern’ or ‘bittern standing at ease’ named after the chief who was assaulted at the pa after falling asleep at the end of a fishing expedition.

The contemporary name of the maunga and surrounding area Wiri comes from Te Wirihana Takaanini, a paramount chief of Te Ākitai Waiohua and direct descendant (great great grandson) of Kiwi Tamaki.

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These maunga were places of protection and sustenance for generations of Waiohua and were occupied through to the end of Kiwi Tamaki’s leadership at a time when the community was at its height in strength, unity and stability. Waiohua engaged in traditional and symbolic cultural practices on the maunga, but they were also homes where the people lived, fought and died.

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Mount Albert (Ōwairaka)

Ōwairaka is a Waiohua pa site that was also utilised for kumara and food gardens.

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Kiwi Tamaki, progenitor of Te Ākitai Waiohua and paramount chief of Waiohua, stayed mainly at Maungakiekie (One Tree Hill.) He seasonally moved between different maunga pa sites and

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stayed at each of them as it came time to harvest various types of food – fish, shellfish, birds, bird eggs and vegetables.

A lava cave at Owairaka is named Te Ara Tomo o Ruarangi after the chief Ruarangi, who tried to flee the pa through the cave but got stuck as he was too big to fit through the opening. Ruarangi was escaping from his brother Ohomatakamokamo following a long conflict over tribal areas at Rarotonga (Mt Smart.) Ruarangi escaped while Ohomatakamokamo remained.

The historical, cultural and spiritual association of Te Ākitai Waiohū with the maunga of Tāmaki Makaurau is essential to the preservation and affirmation of its tribal identity.

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Maungarei / Mount Wellington

Maungarei is a Waiohū pa site that was also utilised for kumara and food gardens.

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Kiwi Tamaki, progenitor of Te Ākitai Waiohū and paramount chief of Waiohū, stayed mainly at Maungakiekie (One Tree Hill.) He seasonally moved between different maunga pa sites and stayed at each of them as it came time to harvest various types of food – fish, shellfish, birds, bird eggs and vegetables.

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Ōhinerau / Mount Hobson

Remuwera is a Waiohua pa site on Mt Hobson (Ōhinerau or Ōhinerangi) that was also utilised for kumara and food gardens.

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The historical, cultural and spiritual association of Te Ākitai Waiohua with the maunga of Tāmaki Makaurau is essential to the preservation and affirmation of its tribal identity.

These maunga were places of protection and sustenance for generations of Waiohua and were occupied through to the end of Kiwi Tamaki's leadership at a time when the community was at its height in strength, unity and stability. Waiohua engaged in traditional and symbolic cultural practices on the maunga, but they were also homes where the people lived, fought and died.

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Rarotonga / Mount Smart

Rarotonga is a Waiohua pa site that was also utilised for kumara and food gardens.

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Kiwi Tamaki, progenitor of Te Ākitai Waiohua and paramount chief of Waiohua, stayed mainly at Maungakiekie (One Tree Hill.) He seasonally moved between different maunga pa sites and stayed at each of them as it came time to harvest various types of food – fish, shellfish, birds, bird eggs and vegetables.

The historical, cultural and spiritual association of Te Ākitai Waiohua with the maunga of Tāmaki Makaurau is essential to the preservation and affirmation of its tribal identity.

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Maungauika / North Head

Maungauika is a Waiohua pa site that was also utilised for kumara and food gardens.

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Ōhuiarangi / Pigeon Mountain

Ōhuiarangi is a Waiohua pa site that was also utilised for kumara and food gardens.

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Mount Roskill (Pukewīwī / Puketāpapa)

Puketāpapa is a Waiohua pa site that was also utilised for kumara and food gardens.

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Kiwi Tamaki, progenitor of Te Ākitai Waiohua and paramount chief of Waiohua, stayed mainly at Maungakiekie (One Tree Hill.) He seasonally moved between different maunga pa sites and stayed at each of them as it came time to harvest various types of food – fish, shellfish, birds, bird eggs and vegetables.

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Mount St John (Te Kōpuke or Tīkīkōpuke)

Te Kōpuke or Tīkīkōpuke is a Waiohua pa site that was also utilised for kumara and food gardens.

The numerous volcanic maunga in Tāmaki Makaurau made ideal pa sites in their time, providing protection to the people living there, with defensive measures that took full advantage of higher ground. The adaptable, fertile volcanic soils also offered opportunities to cultivate food and kumara gardens and construct terraces, walls, storage pits, mounds and middens along the slopes.

Kiwi Tamaki, progenitor of Te Ākitai Waiohua and paramount chief of Waiohua, stayed mainly at Maungakiekie (One Tree Hill.) He seasonally moved between different maunga pa sites and stayed at each of them as it came time to harvest various types of food – fish, shellfish, birds, bird eggs and vegetables.

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Ōtāhuhu / Mount Richmond

Ōtāhuhu is a Waiohua pa site that was also utilised for kumara and food gardens.

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Kiwi Tamaki, progenitor of Te Ākitai Waiohua and paramount chief of Waiohua, stayed mainly at Maungakiekie (One Tree Hill.) He seasonally moved between different maunga pa sites and stayed at each of them as it came time to harvest various types of food – fish, shellfish, birds, bird eggs and vegetables.

The historical, cultural and spiritual association of Te Ākitai Waiohua with the maunga of Tāmaki Makaurau is essential to the preservation and affirmation of its tribal identity.

These maunga were places of protection and sustenance for generations of Waiohua and were occupied through to the end of Kiwi Tamaki's leadership at a time when the community was at its height in strength, unity and stability. Waiohua engaged in traditional and symbolic cultural practices on the maunga, but they were also homes where the people lived, fought and died.

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Te Tātua-a-Riukiuta (Big King)

Te Tātua-a-Riukiuta (the belt of Riukiuta, named after a tupuna of Waiohua) is a Waiohua pa site that was also utilised for kumara and food gardens.

The numerous volcanic maunga in Tāmaki Makaurau made ideal pa sites in their time, providing protection to the people living there, with defensive measures that took full advantage of higher ground. The adaptable, fertile volcanic soils also offered opportunities to cultivate food and kumara gardens and construct terraces, walls, storage pits, mounds and middens along the slopes.

Kiwi Tamaki, progenitor of Te Ākitai Waiohua and paramount chief of Waiohua, stayed mainly at Maungakiekie (One Tree Hill.) He seasonally moved between different maunga pa sites and

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stayed at each of them as it came time to harvest various types of food – fish, shellfish, birds, bird eggs and vegetables.

The historical, cultural and spiritual association of Te Ākitai Waiohū with the maunga of Tāmaki Makaurau is essential to the preservation and affirmation of its tribal identity.

These maunga were places of protection and sustenance for generations of Waiohū and were occupied through to the end of Kiwi Tamaki's leadership at a time when the community was at its height in strength, unity and stability. Waiohū engaged in traditional and symbolic cultural practices on the maunga, but they were also homes where the people lived, fought and died.

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Takarunga / Mount Victoria

Takarunga is a Waiohū pa site that was also utilised for kumara and food gardens.

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Kiwi Tamaki, progenitor of Te Ākitai Waiohū and paramount chief of Waiohū, stayed mainly at Maungakiekie (One Tree Hill.) He seasonally moved between different maunga pa sites and stayed at each of them as it came time to harvest various types of food – fish, shellfish, birds, bird eggs and vegetables.

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NGĀTI TAMAOHO CUSTOMARY ASSOCIATIONS - MAUNGA

(Five individual maunga statements and one group statement covering ten maunga)

Ōhinerau / Mount Hobson

Ngāti Tamaoho's relationship with the whenua and the maunga of Tāmaki Makaurau is central to its distinctive identity and lineage through the ancient Nga Oho people, to the period of earliest settlement of Auckland; and its connection to the mauri of the maunga, and to the mana that accompanied the occupation of this land. Ōhinerau / Mt Hobson is one place with which Ngāti Tamaoho has long-standing ancestral associations. These continued through the long period of their being a constituent ropu of the Te Waiohū confederation, bringing to it a source of mana, spiritual well-being, livelihood, security and shelter that customarily sustained its people. Respect for the mana of the maunga (spiritual authority, protective power, and prestige) of this maunga and the congregation of maunga, is at the heart of the relationship between Ngāti Tamaoho and their maunga.

Historically, Ngāti Tamaoho interests continued to be exercised throughout the district of Ōhinerau / Mount Hobson. They found solace at its summit, they stored food in its pits, they interred their dead on its flanks. Generations cultivated crops on the gentler slopes for their own sustenance and trade and exchange, and, in time, they supplied the new town of Auckland with produce. Their gardens intensified and expanded with growing access to new technology and with the early adoption of crops introduced by the Pakeha. In 1844, the Remuera cultivations had produced nearly 15,000 kits of potatoes, 10,000 of which were for the forthcoming hui, and the remainder were offered for sale in Auckland. In May 1844, produce from these cultivations on the maunga was used by Ngāti Tamaoho Chief Wetere Te Kauae together with Te Wherowhero for a "Great Feast" on their land between Ōhinerau / Mt Hobson and Mt St John attended by as many as 3-6000 people as a display of rangatiratanga, influence and importance. The "Great Feast" also showed the continuity of their traditional wealth, hospitality and generosity. Ngāti Tamaoho leaders Epiha Putini and Wetere Te Kauae were subsequently involved in transactions with the Crown, the Matson Inquiry and private parties for lands surrounding and including Ōhinerau / Mount Hobson.

Today, as part of this settlement the reserve is to be returned to the ownership of the iwi/hapu of Ngā Mana Whenua O Tāmaki Makaurau subject to the Reserves Act as a Reserve for the inalienable benefit of the Mana Whenua and the people of Auckland.

Mount St John

Ngāti Tamaoho's relationship with the whenua and the maunga of Tāmaki Makaurau is central to its distinctive identity and lineage through ancient Nga Oho people, to the period of earliest settlement of Auckland; and its connection to the mauri of the maunga, and to the mana that accompanied the occupation of this land. Mt St John / Te Kōpūke / Titikōpūke is one maunga with which Ngāti Tamaoho has long-standing ancestral associations, including those exercised through the long period of being a constituent ropu of the Te Waiohū confederation, bringing to it a source of mana, spiritual well-being, livelihood, security and shelter that customarily sustained its people. Respect for the mana of the maunga (spiritual authority, protective power, and prestige) of this maunga and the congregation of maunga, is at the heart of the relationship between Ngāti Tamaoho and their maunga.

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Historically, Ngāti Tamaoho's interests continued through many generations before settlers established the town of Auckland. They cultivated and cropped the slopes and footslopes of St John, for their own sustenance, and for trade and exchange and, in time, they supplied Auckland with produce. They occupied the whole area, with the maunga as a spiritual and cultural focus. The physical record of their food storage and preparation areas, their homes, their civic and spiritual life, defences and urupa remain to this day.

Together with their other hapu, Te Kōpuke became a great centre of agricultural production. In May 1844, produce from cultivation on the maunga was used by Ngāti Tamaoho Chief Wetere Te Kauae along with Te Wherowhero for a famous "Great Feast", as a display of rangatiratanga, power and influence in the new society, and the continuity of their traditional productive zeal, wealth, hospitality and generosity. Ngāti Tamaoho leaders Epiha Putini and Wetere Te Kauae were subsequently involved in transactions with the Crown, the Matson Inquiry, and private parties for lands surrounding and including Mount St. John.

Through this Settlement, that Crown reserve is to be returned to the ownership of the iwi/hapu of Ngā Mana Whenua O Tāmaki Makaurau, as a Reserve for the inalienable benefit of the Mana Whenua and the people of Auckland.

Maungakiekie / One Tree Hill

Ngāti Tamaoho's relationship with the whenua and the maunga of Tāmaki Makaurau is central to its distinctive identity and ancient lineage through the ancient Nga Oho people to the period of earliest settlement of Auckland; and its connection to the mauri of the maunga, and the mana that accompanied that original occupation of land.

Maungakiekie / One Tree Hill is a prominent place with which Ngāti Tamaoho has long-standing ancestral associations, including through the long period of it being a constituent ropu of the Te Waiohua confederation, bringing to it a source of mana, spiritual well-being, livelihood, security and shelter that customarily sustained its people. Respect for the mana of the maunga (spiritual authority, protective power, and prestige) of Maungakiekie / One Tree Hill and the congregation of maunga, is at the heart of the relationship between Ngāti Tamaoho and their maunga.

Maungakiekie / One Tree Hill was of strategic importance to the network of the loosely federated maunga communities and defensive pa located on each of the other maunga. Later in this period, Kiwi Tamaki, who has Ngāti Tamaoho whakapapa connections, resided on Maungakiekie / One Tree Hill. Ngāti Tamaoho were close neighbours and strong supporters, with their own settlements and lands predominantly on the northern footslopes of the maunga.

Historically, Ngāti Tamaoho's interests continued to be exercised within the Waiohua confederation, or again as an autonomous hapu, through to the time of Hobson's establishment of Auckland. They continued to hold and occupy from time to time, the northern footslopes of Maungakiekie / One Tree Hill. From this position they enjoyed close relationships with the wider Waiohua confederation occupying defensive, sacred, food storage and civic sites on Maungakiekie / One Tree Hill, including well-recorded urupa grounds and caves. Ngāti Tamaoho leaders Epiha Putini and Wetere Te Kauae were subsequently involved in transactions with the Crown, the Matson Inquiry and private parties for lands around Maungakiekie / One Tree Hill.

DOCUMENTS

1: STATEMENTS OF ASSOCIATION

Te Tātua-a-Ruikiuta

Ngāti Tamaoho's relationship with the whenua and the maunga of Tāmaki Makaurau is central to its distinctive identity and ancient lineage through Nga Oho to the period of the earliest Pakeha settlement of Auckland, and to the mauri of the maunga, and to the mana that accompanied the original occupation of this land.

Te Tātua-a-Ruikiuta is an auspicious place with which Ngāti Tamaoho has long-standing ancestral associations, including through the long period of the Te Waiohua confederation of which Ngāti Tamaoho was a constituent ropu, bringing to it a source of mana, spiritual well-being, livelihood, security and shelter that customarily sustained its people. Respect for the mana of the maunga (spiritual authority, protective power, and prestige) of Te Tātua a Ruikiuta and the congregation of maunga, is at the heart of the relationship between Ngāti Tamaoho and their maunga.

Ruikiuta, a Tainui crew member (or possibly an early descendant of a crew member) is a tupuna of Ngāti Tamaoho. He settled at Three Kings, and gave his name to Te Tātua o Ruikiuta – the girdle of Ruikiuta, so named because he consolidated his mana by judicious marriages that bound together the descendants from the three waka, Te Arawa, Tainui and Ngāti Awa. The “girdle” is also a traditional reference to the tuff ring that encircled the maunga. The maunga is also referred to as Nga Pare Toka Rauiti – the rock headband of Rauiti. One tradition records that Ruikiuta's brother, Rauiti, constructed landmark rock-faced defensive walls and terraces on the maunga.

Descendants of Ruikiuta were part of the later Waiohua confederation, of which Ngāti Tamaoho was also a part. They fortified the pa, cultivated the fertile slopes, manufactured goods, traded, protected its respected the sacred sites and honoured their dead in well-recorded urupa and burial caves. Huarere, a later chief of Te Tātua a Ruikiutu, was strongly allied with Kiwi Tamaki of Maungakiekie, and fought alongside him in significant battles. The pa on the Maunga was destroyed in the mid-eighteenth century, and was never re-occupied. Ngāti Tamaoho retain strong ancestral bonds with this maunga and its people.

Mount Roskill

Ngāti Tamaoho's relationship with the whenua and the maunga of Tāmaki Makaurau is central to its distinctive identity and ancient lineage through Nga Oho to the period of earliest settlement of Auckland; and its connection to the mauri of the maunga, and the mana that accompanied that original occupation of land.

Mount Roskill / Puketapapa / Pukewiwi has long-standing ancestral associations for Ngāti Tamaoho, including through the period of the Te Waiohua confederation, bringing to it a source of mana, spiritual well-being, livelihood, security and shelter that customarily sustained its people. Respect for the mana of the maunga (spiritual authority, protective power, and prestige) of this maunga and the congregation of maunga, is at the heart of the relationship between Ngāti Tamaoho and their maunga.

Ngāti Tamaoho's association with Mount Roskill is primarily through whakapapa with another iwi, who were the last permanent customary occupants of this maunga. Through these valued and maintained relationships, Ngāti Tamaoho has abiding interests in this maunga.

DOCUMENTS

1: STATEMENTS OF ASSOCIATION

Maungarei / Mount Wellington

Ngāti Tamaoho's relationship with the whenua and the maunga of Tāmaki Makaurau is central to its distinctive identity and lineage through the ancient Nga Oho people to the period of earliest settlement of Auckland; and its connection to the mauri of the maunga, and the mana that accompanied that original occupation of land. This ancient ancestral lineage of Ngāti Tamaoho provides a cultural base that delivers cultural strength, certainty and mana to this day.

Ngāti Tamaoho have longstanding spiritual, ancestral, cultural, customary and historical interests in this group of maunga through being an integral part of the Te Waiohū confederation, which over time occupied these places, bringing to all the constituent hapu a source of mana, spiritual well-being, livelihood, security and shelter that customarily sustained all its people. Respect for the mana of the maunga (spiritual authority, protective power, and prestige) of all of the congregation of maunga, is at the heart of the relationship between Ngāti Tamaoho and their maunga.

Maungarei / Mount Wellington was a Waiohū stronghold in the 16th Century.

Maungawhau / Mount Eden

Ngāti Tamaoho's relationship with the whenua and the maunga of Tāmaki Makaurau is central to its distinctive identity and lineage through the ancient Nga Oho people to the period of earliest settlement of Auckland; and its connection to the mauri of the maunga, and the mana that accompanied that original occupation of land. This ancient ancestral lineage of Ngāti Tamaoho provides a cultural base that delivers cultural strength, certainty and mana to this day.

Ngāti Tamaoho have longstanding spiritual, ancestral, cultural, customary and historical interests in this group of maunga through being an integral part of the Te Waiohū confederation, which over time occupied these places, bringing to all the constituent hapu a source of mana, spiritual well-being, livelihood, security and shelter that customarily sustained all its people. Respect for the mana of the maunga (spiritual authority, protective power, and prestige) of all of the congregation of maunga, is at the heart of the relationship between Ngāti Tamaoho and their maunga.

Maungawhau / Mount Eden was a significant Waiohū pa and the birthplace of Kiwi Tamaki.

Mount Albert

Ngāti Tamaoho's relationship with the whenua and the maunga of Tāmaki Makaurau is central to its distinctive identity and lineage through the ancient Nga Oho people to the period of earliest settlement of Auckland; and its connection to the mauri of the maunga, and the mana that accompanied that original occupation of land. This ancient ancestral lineage of Ngāti Tamaoho provides a cultural base that delivers cultural strength, certainty and mana to this day.

Ngāti Tamaoho have longstanding spiritual, ancestral, cultural, customary and historical interests in this group of maunga through being an integral part of the Te Waiohū confederation, which over time occupied these places, bringing to all the constituent hapu a source of mana, spiritual well-being, livelihood, security and shelter that customarily sustained all its people. Respect for the mana of the maunga (spiritual authority, protective power, and prestige) of all of the congregation of maunga, is at the heart of the relationship between Ngāti Tamaoho and their maunga.

Mount Albert was the pa of Ruikiutu's son, Ruarangi.

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1: STATEMENTS OF ASSOCIATION

Ōhūiarangi / Pigeon Mountain

Ngāti Tamaoho's relationship with the whenua and the maunga of Tāmaki Makaurau is central to its distinctive identity and lineage through the ancient Nga Oho people to the period of earliest settlement of Auckland; and its connection to the mauri of the maunga, and the mana that accompanied that original occupation of land. This ancient ancestral lineage of Ngāti Tamaoho provides a cultural base that delivers cultural strength, certainty and mana to this day.

Ngāti Tamaoho have longstanding spiritual, ancestral, cultural, customary and historical interests in this group of maunga through being an integral part of the Te Waiohua confederation, which over time occupied these places, bringing to all the constituent hapu a source of mana, spiritual well-being, livelihood, security and shelter that customarily sustained all its people. Respect for the mana of the maunga (spiritual authority, protective power, and prestige) of all of the congregation of maunga, is at the heart of the relationship between Ngāti Tamaoho and their maunga.

Waiohua settled in Ōhūiarangi / Pigeon Mountain until the seventeenth century.

Ōtāhuhu / Mount Richmond

Ngāti Tamaoho's relationship with the whenua and the maunga of Tamaki Makaurau is central to its distinctive identity and lineage through the ancient Nga Oho people to the period of earliest settlement of Auckland; and its connection to the mauri of the maunga, and the mana that accompanied that original occupation of land. This ancient ancestral lineage of Ngāti Tamaoho provides a cultural base that delivers cultural strength, certainty and mana to this day.

Ngāti Tamaoho have longstanding spiritual, ancestral, cultural, customary and historical interests in this group of maunga through being an integral part of the Te Waiohua confederation, which over time occupied these places, bringing to all the constituent hapu a source of mana, spiritual well-being, livelihood, security and shelter that customarily sustained all its people. Respect for the mana of the maunga (spiritual authority, protective power, and prestige) of all of the congregation of maunga, is at the heart of the relationship between Ngāti Tamaoho and their maunga.

Ōtāhuhu / Mount Richmond was a home of the ancient Nga Oho, then Ngāti Tauhu of Waiohua who controlled the passage of waka and trade through the Te To Waka portage between the Tamaki River and Manukau Harbour.

Rarotonga / Mount Smart

Ngāti Tamaoho's relationship with the whenua and the maunga of Tāmaki Makaurau is central to its distinctive identity and lineage through the ancient Nga Oho people to the period of earliest settlement of Auckland; and its connection to the mauri of the maunga, and the mana that accompanied that original occupation of land. This ancient ancestral lineage of Ngāti Tamaoho provides a cultural base that delivers cultural strength, certainty and mana to this day.

Ngāti Tamaoho have longstanding spiritual, ancestral, cultural, customary and historical interests in this group of maunga through being an integral part of the Te Waiohua confederation, which over time occupied these places, bringing to all the constituent hapu a source of mana, spiritual well-being, livelihood, security and shelter that customarily sustained all its people. Respect for the

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mana of the maunga (spiritual authority, protective power, and prestige) of all of the congregation of maunga, is at the heart of the relationship between Ngāti Tamaoho and their maunga.

Ngāti Tamaoho had historic land interests in Rarotonga / Mount Smart, and opposed its sale to the Crown.

Takarunga / Mount Victoria

Ngāti Tamaoho's relationship with the whenua and the maunga of Tāmaki Makaurau is central to its distinctive identity and lineage through the ancient Nga Oho people to the period of earliest settlement of Auckland; and its connection to the mauri of the maunga, and the mana that accompanied that original occupation of land. This ancient ancestral lineage of Ngāti Tamaoho provides a cultural base that delivers cultural strength, certainty and mana to this day.

Ngāti Tamaoho have longstanding spiritual, ancestral, cultural, customary and historical interests in this group of maunga through being an integral part of the Te Waiohū confederation, which over time occupied these places, bringing to all the constituent hapu a source of mana, spiritual well-being, livelihood, security and shelter that customarily sustained all its people. Respect for the mana of the maunga (spiritual authority, protective power, and prestige) of all of the congregation of maunga, is at the heart of the relationship between Ngāti Tamaoho and their maunga.

Takaraunga / Mount Victoria was explored and named by the crew of the Tainui waka.

Māngere Mountain

Ngāti Tamaoho's relationship with the whenua and the maunga of Tāmaki Makaurau is central to its distinctive identity and lineage through the ancient Nga Oho people to the period of earliest settlement of Auckland; and its connection to the mauri of the maunga, and the mana that accompanied that original occupation of land. This ancient ancestral lineage of Ngāti Tamaoho provides a cultural base that delivers cultural strength, certainty and mana to this day.

Ngāti Tamaoho have longstanding spiritual, ancestral, cultural, customary and historical interests in this group of maunga through being an integral part of the Te Waiohū confederation, which over time occupied these places, bringing to all the constituent hapu a source of mana, spiritual well-being, livelihood, security and shelter that customarily sustained all its people. Respect for the mana of the maunga (spiritual authority, protective power, and prestige) of all of the congregation of maunga, is at the heart of the relationship between Ngāti Tamaoho and their maunga.

Māngere Mountain was a Waiohū pa.

Matukutūru

Ngāti Tamaoho's relationship with the whenua and the maunga of Tamaki Makaurau is central to its distinctive identity and lineage through the ancient Nga Oho people to the period of earliest settlement of Auckland; and its connection to the mauri of the maunga, and the mana that accompanied that original occupation of land. This ancient ancestral lineage of Ngāti Tamaoho provides a cultural base that delivers cultural strength, certainty and mana to this day.

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1: STATEMENTS OF ASSOCIATION

Ngāti Tamaoho have longstanding spiritual, ancestral, cultural, customary and historical interests in this group of maunga through being an integral part of the Te Waiohua confederation, which over time occupied these places, bringing to all the constituent hapu a source of mana, spiritual well-being, livelihood, security and shelter that customarily sustained all its people. Respect for the mana of the maunga (spiritual authority, protective power, and prestige) of all of the congregation of maunga, is at the heart of the relationship between Ngāti Tamaoho and their maunga.

Māngere Mountain and Matukutūruru was a Waiohua pa.

Maungauika

Ngāti Tamaoho's relationship with the whenua and the maunga of Tāmaki Makaurau is central to its distinctive identity and lineage through the ancient Nga Oho people to the period of earliest settlement of Auckland; and its connection to the mauri of the maunga, and the mana that accompanied that original occupation of land. This ancient ancestral lineage of Ngāti Tamaoho provides a cultural base that delivers cultural strength, certainty and mana to this day.

Ngāti Tamaoho have longstanding spiritual, ancestral, cultural, customary and historical interests in this group of maunga through being an integral part of the Te Waiohua confederation, which over time occupied these places, bringing to all the constituent hapu a source of mana, spiritual well-being, livelihood, security and shelter that customarily sustained all its people. Respect for the mana of the maunga (spiritual authority, protective power, and prestige) of all of the congregation of maunga, is at the heart of the relationship between Ngāti Tamaoho and their maunga.

Maungauika was explored and named by the crew of the Tainui waka.

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1: STATEMENTS OF ASSOCIATION

NGĀTI TAMAOHO CUSTOMARY ASSOCIATIONS – MOTU

MOTUIHE / TE MOTU IHENGA
MOTUTAPU
RANGITOTO ISLAND

TIRITIRI MATANGI ISLAND

Te ara taunga kupu o ratou kua mawwehe

E kore nei e taea te muri ki tua

- Pumi Taituha, Tainui

These islands are steeped in the deep traditions the first human visitors to Tāmaki Makaurau, and feature prominently in the traditions and customs of the Tainui and Te Arawa waka. Ngāti Tamaoho inherited and share both those traditions and both whakapapa lineages. Ngāti Tamaoho has customary associations with each of these motu. These motu were among the earliest places visited and settled by Maori, places that were named in recollection of, and as permanent reminders of distant homes and sacred places in Hawaiki, places that in their own right were sacred to the new settlers; places to invent new ways of living, and establish a new distinctive Maori culture.

Ancestrally, they were rich places to live, with a natural bounty of undisturbed forests and the sea.

They were old places, papatuanuku and tane as they had been created: malleable.

They were new places, thrown up by Ruaumoko: raw and unyielding.

Those ancient landscapes that ancestors knew on these motu, have gone, but despite all that, today these motu offer perhaps the best chance to rekindle and restore ancient relationships between people and place, to build the mauri of nature, to exercise manawhenuamana and kaitiakitanga; to learn, and to restore hope.

To create the new floats on the fishing nets of Toi.

Ngāti Tamaoho has a longstanding relationship, fitting it for this shared task.

DOCUMENTS

2: CONSERVATION RELATIONSHIP AGREEMENT

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DOCUMENTS

2: CONSERVATION RELATIONSHIP AGREEMENT

NGĀ MANA WHENUA O TĀMAKI MAKĀURAU

and

TRUSTEES OF THE TŪPUNA TĀONGA O TĀMAKI MAKĀURAU TRUST

and

THE MINISTER OF CONSERVATION

and

THE DIRECTOR-GENERAL OF CONSERVATION

CONSERVATION RELATIONSHIP AGREEMENT

[date]

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2: CONSERVATION RELATIONSHIP AGREEMENT

1. PURPOSE OF RELATIONSHIP AGREEMENT

- 1.1 This Relationship Agreement represents a partnership between the Minister and Department of Conservation and Ngā Mana Whenua o Tāmaki Makaurau:
- a) to promote the conservation of natural and physical resources and historical and cultural heritage across the Tāmaki Makaurau Region in respect of which the Department of Conservation (“Department”) has statutory responsibilities and the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau (Ngā Mana Whenua) are mana whenua and kaitiaki; and
 - b) 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.
- 1.2 This agreement will enable a positive, collaborative and enduring relationship between Ngā Mana Whenua and the Department of Conservation, while ensuring the Department maintains and enhances its direct relationships with each of the iwi/hapū.
- 1.3 This document is the Relationship Agreement referred to in Clause x of the Tāmaki Makaurau Collective Deed dated [xxxxx] 2012, that is required to be entered into by the Minister of Conservation, Director-General and Ngā Mana Whenua o Tāmaki, and forms part of the redress in settlement of the historic Treaty of Waitangi claims of the iwi/hapū of Ngā Mana Whenua o Tāmaki Makaurau.

2 ROLES AND RESPONSIBILITIES

JOINT OBJECTIVES

- 2.1 Ngā Mana Whenua o Tāmaki Makaurau, the Minister and Department of Conservation are committed to establishing an effective partnership to better protect the health, wellbeing, mauri and wairua of the resources and heritage of the Tāmaki Makaurau Region for all generations.
- 2.2 Ngā Mana Whenua and the Department will pursue a coherent and effective conservation relationship spanning tribal rohe and conservancy boundaries.
- 2.3 Ngā Mana Whenua and the Department recognise and respect each other's autonomy, individual mandates, roles and responsibilities.
- 2.4 Ngā Mana Whenua o Tāmaki Makaurau and the Department will seek to establish a relationship that emphasises shared objectives consistent with the conservation statutory framework and Ngā Mana Whenua o Tāmaki Makaurau kaitiakitanga and mana whenua responsibilities for natural and historic resources, and other taonga.

NGĀ MANA WHENUA O TĀMAKI MAKĀURAU

- 2.5 Ngā Mana Whenua has a centuries old spiritual, ancestral, cultural, customary and historic relationship with Tikapa Moana, the Waitemata and Manukau Harbours, the motu of those seas, and the whenua, waters, and indigenous flora and fauna within the Tāmaki Makaurau Region.
- 2.6 Ngā Mana Whenua has an inter-generational responsibility as mana whenua and kaitiaki under tikanga Māori to preserve, protect, manage and utilise those taonga for all generations.

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MINISTER, DIRECTOR-GENERAL AND DEPARTMENT OF CONSERVATION

- 2.7 The Department 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 the Department 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.
- 2.8 The Department will continue to maintain and enhance its relationship with each of the iwi/hapū pursuant to the Department's obligations under section 4 of the Conservation Act and commitments made through this document.

3 STRUCTURE OF AGREEMENT

- 3.1 Part A of this Agreement sets out the framework for the relationship between Ngā Mana Whenua o Tāmaki Makaurau and the Department on matters relating to the Tāmaki Makaurau Region.
- 3.2 Part B of this Agreement sets out, in accordance with the process outlined in paragraph 4.7, the relationship between each iwi/hapū and the Department on matters relating to places and resources that are of spiritual, ancestral, cultural, customary or historical significance to that iwi/hapū.
- 3.3 Part C deals with general matters.

PART A - NGĀ MANA WHENUA O TĀMAKI MAKAURAU AND THE DEPARTMENT

4 STRATEGIC COLLABORATION

- 4.1 As soon as is practicable after the signing of this Relationship Agreement, the parties will meet to agree long-term strategic objectives for their partnership ("strategic partnership objectives").
- 4.2 Thereafter, Ngā Mana Whenua will meet with senior staff of the Department (including Conservators, Area Managers and Pou Tairangahau) within the Tāmaki Makaurau Region at least once a year. At these meetings, the parties will determine whether meetings involving other senior staff of the Department and Ngā Mana Whenua are required on particular issues.
- 4.3 The Department undertakes business planning prior to the beginning of each new financial year. This determines the Department's work priorities and commitments for the year. Business planning processes largely sit with Area Managers, within conservancy and national priority settings. The Department and Ngā Mana Whenua will meet at an early stage in the business planning process to discuss timeframes for the development of annual work programmes, discuss how the strategic partnership objectives will be reflected in the programme and to identify potential projects to be undertaken together or separately which are consistent with the strategic partnership objectives.
- 4.4 If a specific project is undertaken, the Department and Ngā Mana Whenua will determine the nature of their collaboration on that project which may include finalising a work plan for that project. If a specific project is not undertaken, the Department will advise Ngā Mana Whenua of the reasons for this.

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- 4.5 As part of annual discussions, and as part of ongoing dialogue, the parties will advise each other of:
- a) Any significant changes that have occurred or are proposed (including, legislative, policy or administrative changes) regarding how either party is working in the Tāmaki Makaurau Region, as far as practicable; and
 - b) Potential opportunities for applying for funding for conservation purposes from external sources (either jointly or individually with the support of the other party).

GUIDANCE ON ENGAGEMENT WITH IWI/HAPŪ

- 4.6 As part of strategic collaboration, the Department will seek guidance from Ngā Mana Whenua as to when the Department should engage with each iwi/hapū of Ngā Mana Whenua for specific places or resources to meet the Department's obligations under this Relationship Agreement with respect to matters in Part A.
- 4.7 In addition, Schedule 1 of this agreement may be amended by agreement in writing between the Minister and an iwi/hapū after the signing of their Deed of Settlement and after notifying Ngā Mana Whenua, to include agreed undertakings regarding the relationship between the Department and an iwi/hapū in relation to places and resources the Department administers and which are:
- a. of spiritual, ancestral, cultural, customary or historical significance to an iwi/hapū; and
 - b. for which that iwi/hapū seeks direct engagement on terms consistent with paragraphs 9-14 of this agreement.

PLANNING DOCUMENTS

- 4.8 In addition to involvement in the Conservation Management Plan for Rangitoto, Motutapu, Motuihe and Motukorea Motu ("Motu CMP") as set out in the Ngā Mana Whenua o Tāmaki Makaurau settlement legislation, the Department and Ngā Mana Whenua will meet to identify and seek to address issues affecting Ngā Mana Whenua at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any other statutory planning document within the Tāmaki Makaurau Region.

5 INNER HAURAKI GULF MOTU

- 5.1 The motu of the inner Hauraki Gulf, as referred to in clause 4.8, are of very high spiritual, ancestral, cultural, customary and historical significance to Ngā Mana Whenua. Pursuant to the Collective Redress Legislation and clause [x] of the Tāmaki Makaurau Collective Deed, Ngā Mana Whenua will have a role alongside the Department and the Conservation Board in developing and approving the Motu CMP.
- 5.2 Both the Department and Ngā Mana Whenua recognise the benefit of Tāmaki Makaurau iwi/hapū involvement in the management of the inner Hauraki Gulf Motu, including involvement in implementing the Motu CMP. To this end a standing item in strategic objectives and business planning meetings under clause 4 will be the implementation of the Motu CMP.

6 TĀMAKI VOLCANIC FIELD

- 6.1 Ngā Mana Whenua and the Department have management responsibilities, along with the Auckland Council, for the majority of significant features that comprise the

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Tamaki Volcanic Field. Both parties recognise the value of a strategic engagement about the governance of these features, particularly concerning spiritual and cultural values associated with the maunga and motu.

- 6.2 In recognition of this, Ngā Mana Whenua and the Department will ensure that on an annual basis they meet to discuss strategic governance and management issues common to both the maunga and motu. That annual meeting may be combined with other meetings required under this relationship Agreement and may also involve members of the Tūpuna Maunga o Tāmaki Makaurau Authority appointed by Auckland Council.

7 MAUNGAUIKA/NORTH HEAD ARRANGEMENTS

- 7.1 The Department will continue to manage Maungauika/North Head Historic Reserve until such time as Auckland Council decide whether to assume management responsibilities, a decision which would bring the reserve within the scope of the Tūpuna Maunga o Tāmaki Makaurau Authority pursuant to section [x] of the Collective Redress Legislation .

- 7.2 While the Department administers Maungauika and responds to statutory authorisation applications, it will in addition to the process set out in clause 11, have regard to:

- a) the spiritual, ancestral, cultural, customary and historical significance of Maungauika to the iwi/hapū of the Tāmaki Collective, including each iwi/ hapū statements of association for Maungauika; and
- b) Maungauika being held by Ngā Mana Whenua for the common benefit of the iwi/hapū and the other people of Auckland; and
- c) the future role of Ngā Mana Whenua represented on the Tūpuna Maunga o Tāmaki Makaurau Authority if Maungauika is brought within that body's scope.

- 7.3 If the Department continues to administer Maungauika/North Head Historic Reserve 5 years after effective date, because the Auckland Council has not assumed day to day management, the parties will amend by agreement in writing, this section to, consistent with Conservation legislation, broaden the scope of governance issues concerning Maungauika/North Head Historic Reserve upon which the Department will engage with the Collective.

8 TIKAPA MOANA /WAITEMATĀ/MANUKAU AND MARINE ISSUES

- 8.1 Ngā Mana Whenua and the Department share aspirations for conservation of Tikapa Moana / the Hauraki Gulf, the Waitematā and Manukau Harbours and other marine areas in the Tāmaki Makaurau Region.

- 8.2 Ngā Mana Whenua consider all species of marine mammal within the Tāmaki Makaurau Region are taonga tuku iho of Ngā Mana Whenua.

- 8.3 All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. The Department is responsible for the protection, conservation and management of all marine mammals, including the assistance, treatment or disposal of any stranded, sick, injured or dead marine mammal. The Department is also statutorily responsible for the health and safety of its staff, any volunteers under its control, and the public, when it acts to protect, conserve or manage marine mammals.

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- 8.4 Ngā Mana Whenua and the Department will work together on issues relating to conservation of Tikapa Moana, Waitematā and Manukau Harbours and other marine areas (including marine mammal issues) that may be identified within the partnership strategic objectives or business planning discussions.

9 CULTURAL MATERIALS

- 9.1 The Department will facilitate, in accordance with legislative requirements, access for Ngā Mana Whenua to cultural materials and will consider potential impacts on Ngā Mana Whenua where cultural materials are requested by other persons, recognising at times that such requests may have a regional impact and at other times such impacts may be limited to an individual iwi/hapū.

- 9.2 Discussions between Ngā Mana Whenua and the Department on the access, restoration, enhancement and use of cultural materials may include:

- a) Identification of cultural materials, their current state, and desired conservation outcomes within the Tāmaki Makaurau Region;
- b) Streamlined authorisations process for iwi/hapū members to gather cultural materials (consistent with legislation). This may include multi-site and multi-take permits to Ngā Mana Whenua, which may in turn enable Ngā Mana Whenua to authorise its own members to take and use flora materials and dead protected fauna within the Tāmaki Makaurau Region for cultural purposes in accordance with the permit issued to Ngā Mana Whenua;
- c) Processes for early consultation when there are requests from other persons or entities to take cultural materials;
- d) Opportunities to plant and harvest materials on public conservation land for cultural purposes;
- e) Waiver or reduction of recovery of authorisation costs for cultural materials applications; and
- f) Opportunities for the Department and Ngā Mana Whenua to work collaboratively on cultural materials enhancement within the Tāmaki Makaurau Region (including matauranga/knowledge transfer, education, wānanga, and preservation techniques).

10 TAONGA SPECIES AND HABITAT PROTECTION (INCLUDING NATIONAL PROGRAMMES AND PEST CONTROL)

- 10.1 Ngā Mana Whenua and the Department share aspirations of protecting ecosystems and indigenous flora and fauna within the Tāmaki Makaurau Region. These aspirations will be reflected in the strategic partnership objectives.
- 10.2 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. This work involves a number of national programmes.
- 10.3 As part of annual discussions the Department will update Ngā Mana Whenua of any national sites and species programmes operating in the Tāmaki Makaurau Region and will discuss with Ngā Mana Whenua how they wish to be involved in these

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2: CONSERVATION RELATIONSHIP AGREEMENT

programmes, particularly where they will progress the strategic partnership objectives.

- 10.4 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of protecting the unique biodiversity of New Zealand. This is done in a way that maximises the value from limited resources available to do this work.
- 10.5 It is envisaged that the strategic partnership objectives will inform the strategic outcomes sought from pest control programmes within the Tāmaki Makaurau Region, including: monitoring and assessment of programmes; and the managed and lawfully authorised use of poisons. Through the annual business planning process, the parties will create actions to progress these strategic partnership objectives.

11 STATUTORY AUTHORISATIONS

- 11.1 The strategic partnership objectives will guide the parties to determine appropriate engagement on statutory authorisations within the Tāmaki Makaurau Region.
- 11.2 As part of these strategic objectives, Ngā Mana Whenua and the Department will identify, and keep under review, categories of statutory authorisations that may have high impact on the spiritual, ancestral, cultural, customary, and historic values of Ngā Mana Whenua.
- 11.3 As the Department works within time limits to process applications for some forms of statutory authorisations, it will notify Ngā Mana Whenua o Tāmaki Makaurau (as part of the meetings referred to in paragraph 11.2) of the time frames for providing advice.
- 11.4 The strategic partnership objectives will guide the parties to determine potential opportunities for Ngā Mana Whenua o Tāmaki Makaurau to obtain statutory authorisations on public conservation land within the Tāmaki Makaurau Region, including in relation to commercial opportunities.
- 11.5 The Department will actively advise and encourage all prospective applicants within the Tāmaki Makaurau Region to consult with Ngā Mana Whenua before filing their application. The Department will also consult Ngā Mana Whenua at an early stage on such categories of authorisations or renewal of authorisations within the Tāmaki Makaurau Region.
- 11.6 For the types of Statutory Authorisations within the Tāmaki Makaurau Region agreed to in clause 11.2, Ngā Mana Whenua and the Department will adopt the following process:
- a. the Department notifies Ngā Mana Whenua of the application, timeframe for a decision and the timeframe for Ngā Mana Whenua response;
 - b. Ngā Mana Whenua, within an agreed timeframe, notify the Department of their response including the nature of their interests in the proposal and their views in relation to the proposal;
 - c. the Department acknowledges Ngā Mana Whenua interests and views as conveyed (providing an opportunity to clarify or correct the Department's understanding of those interests and views), how those interests and views will be included in the decision-making process and any apparent issues or conflict that may arise;

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2: CONSERVATION RELATIONSHIP AGREEMENT

- d. the Department will, in making a decision, consider whether it is possible to reconcile any conflict between Ngā Mana Whenua interests and views and other considerations in the decision-making process;
- e. the Department will record in writing as part of a decision document the nature of Ngā Mana Whenua interests and the views of Ngā Mana Whenua as conveyed; and
- f. the Department will communicate its decision to Ngā Mana Whenua as soon as practicable after it is made.

12 STATUTORY LAND MANAGEMENT

- 12.1 The strategic partnership objectives will guide the parties' engagement on statutory land management activities within the Tāmaki Makaurau Region. Ngā Mana Whenua has an ongoing interest in the range of statutory land management activities that are occurring within the Tāmaki Makaurau Region.
- 12.2 From time to time, the Department and Ngā Mana Whenua will identify the categories of statutory land management activities that have potential to affect sites of significance to Ngā Mana Whenua, and where consultation is appropriate.
- 12.3 The Department will notify Ngā Mana Whenua at an early stage of proposals for vestings or management appointments for reserves held under the Reserves Act 1977; other management arrangements with third parties; changing reserve classifications; or disposing of reserves.
- 12.4 In addition, from time to time the Department and Ngā Mana Whenua will discuss any desire of Ngā Mana Whenua to be granted a vesting of, or an appointment to control and manage, a reserve under sections 26 or 29 of the Reserves Act for an area of significance.

13 CONSERVATION ADVOCACY

- 13.1 From time to time, Ngā Mana Whenua and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991 and other legislation. The Department's advocacy role includes matters of concern to it under the Resource Management Act.
- 13.2 Ngā Mana Whenua o Tāmaki Makaurau and the Department will seek to identify any issues of mutual interest and/or concern ahead of each party making submissions in relevant processes.

13A CONSERVATION BOARD

- 13A.1 Pursuant to the Settlement Legislation and clause [x] of the Tāmaki Makaurau Collective Deed a statutory right will be provided for the Rōpū of Ngā Mana Whenua o Tāmaki Makaurau to recommend to the Minister of Conservation three nominees to the Conservation Board whose area of jurisdiction includes Auckland and the islands of the inner Hauraki Gulf as follows –
 - (i) 1 member nominated by the Marutūāhu rōpū entity; and
 - (ii) 1 member nominated by the Ngāti Whātua rōpū entity; and
 - (iii) 1 member nominated by the Waiohuā Tāmaki rōpū entity.]

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2: CONSERVATION RELATIONSHIP AGREEMENT

14 CROSS-ORGANISATIONAL OPPORTUNITIES

- 14.1 As part of the annual business planning process, the parties will discuss:
- a) Opportunities and processes to share, where appropriate, scientific and cultural resource information, including data and research material (including to assist Ngā Mana Whenua to exercise their role as kaitiaki);
 - b) Opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the Tāmaki Makaurau Region. Options may include wānanga, education, training, development and secondments;
 - c) Opportunities to be involved or to nominate individuals to take part in relevant training initiatives run by both parties, including cadetships; and
 - d) Staff changes and key contacts in each organisation.
- 14.2 Where appropriate, the Department will consider using Ngā Mana Whenua individuals or entities as providers of professional services (such as oral history and interpretation projects). Normal conflict of interest processes will be implemented to avoid a perceived or actual conflict of interest.

PART B – IWI/HAPŪ OF NGĀ MANA WHENUA O TĀMAKI MAKAUARAU AND THE DEPARTMENT

15 BACKGROUND

- 15.1 The Minister currently has issued a protocol and agreed to a relationship document with Ngati Whatua o Orakei and Ngati Whatua o Kaipara, respectively, via their deeds of settlement. Part A of this Relationship Agreement will operate in addition to these documents.
- 15.2 This agreement, including matters listed in Schedule 1, does not otherwise affect the right of any iwi/hapū to seek through their settlements other forms of redress over special places or resources.

16 MARINE MAMMAL STRANDINGS

- 16.1 Relevant iwi/hapū contacts, as notified by them to the Department, will be advised of marine mammal strandings within the Tāmaki Makaurau Region. A co-operative approach will be adopted by the Department with iwi/hapū to the management of strandings, including recovery of bone, teeth and baleen for cultural purposes and burial of marine mammals.
- 16.2 The Department will make best efforts to inform the relevant iwi/hapū before any decision to euthanase, or collect scientific information from, a stranded marine mammal.

17 TAONGA SPECIES AND HABITAT PROTECTION

- 17.1 The Department and iwi/hapū will discuss opportunities and processes for collaboration with one another on field projects of mutual interest concerning species programmes.

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2: CONSERVATION RELATIONSHIP AGREEMENT

17.2 The Department will seek to co-ordinate with each iwi/hapū on pest control activities where that iwi/hapū is the adjoining landowner.

18 AREAS OF SIGNIFICANCE

18.1 Both parties recognise that there are wāhi tapu and area of significance to iwi/hapū on lands managed under Conservation Legislation.

18.2 Iwi/hapū and the Department share aspirations for protecting wāhi tapu, areas of significance and other historic places. The Department and iwi/hapū will work together to conserve, as far as practicable, areas of significance on land managed under Conservation Legislation within the Tāmaki Makaurau Region. This will be done according to iwi/hapū tikanga and professional standards for conservation of historic places.

18.3 The Department and iwi/hapū will develop a process for advising one another of areas of significance and wāhi tapu. Information relating to areas of significance to iwi/hapū will be treated in strictest confidence by the Department in order to preserve the wāhi tapu nature of places, unless otherwise agreed by iwi/hapū.

18.4 The parties will consult each other in relation to recommendations for public conservation lands containing areas of significance that are to be named in the Tāmaki Makaurau Region.

19 VISITOR AND PUBLIC INFORMATION

19.1 Iwi/hapū and the Department will discuss opportunities to, where appropriate, share knowledge about natural and historic heritage within the Tāmaki Makaurau Region with visitors and the general public.

19.2 The parties will encourage respect for and awareness of conservation in, and the relationship of iwi/hapū with, the Tāmaki Makaurau Region, including by:

- a) Raising public awareness of positive conservation partnerships developed between the parties;
- b) Engaging with each other in the development of appropriate visitor and public information published by either party that relates to values of iwi/hapū in land and resources managed under Conservation Legislation, particularly where that information relates to areas of significance to iwi/hapū; and
- c) The Department obtaining any consent of iwi/hapū for disclosure of information received from and relating to values of that iwi/hapū.

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PART C – GENERAL MATTERS

20 TERMS OF AGREEMENT

- 20.1 This Relationship Agreement is entered into pursuant to sections [x] of the Collective Redress Legislation and clause [x] of the the Tāmaki Makaurau Collective Deed. The agreement does not override or limit:
- a) direct relationships between the Department and each iwi/hapū;
 - b) legislative rights, powers or obligations;
 - c) the functions duties and powers of the Minister of Conservation, Director-General or any Departmental officials or statutory officers; or
 - d) the ability of the Crown to introduce legislation and change government policy.
- 20.2 The agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to land or any other resource held, managed or administered under the Conservation Legislation or the Marine and Coastal Area (Takutai Moana) Act 2011.
- 20.3 The agreement is a public law instrument. While a breach of it by the Department may enable Ngā Mana Whenua to seek a public law remedy, including judicial review, a breach does not entitle Ngā Mana Whenua to damages or monetary penalties (other than legal court costs which may be awarded by a Court).
- 20.4 In accordance with section [x] of the Collective Redress Legislation and section 4 of the Conservation Act, the entering into of this document does not prevent the department from entering into similar arrangements with iwi or groups who are not part of Ngā Mana Whenua o Tāmaki Makaurau.
- 20.5 A breach of this Agreement is not a breach of the Deed of Settlement.

21 DISPUTE RESOLUTION

- 21.1 If a dispute arises in connection with this Relationship Agreement, every effort will be made in good faith to resolve matters at a local level. This may require the Department's relevant Area Manager to meet with a representative of Ngā Mana Whenua (for matters under Part A) or individual iwi/hapū (for matters under Part B) within a reasonable timeframe to endeavour to find a resolution to the matter.
- 21.2 If this process is not successful, the matter may be escalated to a meeting of the relevant Departmental Conservator and a nominated representative of Ngā Mana Whenua or the relevant iwi/hapū who will meet within a reasonable timeframe.
- 21.3 If a negotiated outcome cannot be reached from this process for a matter under clauses 4-8 of Part A, the parties may agree for the issue to be escalated to a meeting between the Director-General (or nominee) and a nominated representative of Ngā Mana Whenua.
- 21.4 If the Department and Ngā Mana Whenua agree that the matter under Part A is of such significance that it requires the attention of the chair of Ngā Mana Whenua and the Minister, then they may agree to escalate this matter to a meeting of the chair of Ngā Mana Whenua and the Minister (or their nominees). The parties acknowledge this measure will be a means of last resort.

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2: CONSERVATION RELATIONSHIP AGREEMENT

22 REVIEW AND AMENDMENT

22.1 The parties agree that this Relationship Agreement is a living document that should be updated and adapted to take account of future developments, including the process outlined in paragraph 4.7.

22.2 If requested by either party, the first review of this Relationship Agreement will take place no later than three years after the date this Relationship Agreement is signed, and if requested by either party will be reviewed every three years thereafter.

22.3 The parties may only vary this Relationship Agreement by agreement in writing.

23 CONSULTATION

23.1 Where consultation is undertaken with Ngā Mana Whenua, the Department will:

- a) Ensure that Ngā Mana Whenua or the relevant iwi/hapū are consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the consultation;
- b) Provide Ngā Mana Whenua or the relevant iwi/hapū with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are subject of the consultation;
- c) Approach the consultation with an open mind and genuinely consider any views and/or concerns that Ngā Mana Whenua or the relevant iwi/hapū may have in relation to any of the matters that are subject to the consultation; and
- d) Report back to Ngā Mana Whenua or the relevant iwi/hapū Governance Entity on any decision that is made.

23.2 Where Ngā Mana Whenua participates in consultation under this Relationship Agreement, Ngā Mana Whenua will provide to the Department information on the nature of the Ngā Mana Whenua interest and the views of Ngā Mana Whenua in relation to the proposal or issue upon which they are being consulted.

24 DEFINITIONS

24.1 In this Agreement:

Collective Redress Legislation means the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act [2013].

Conservation means the preservation and protection of natural and historic resources for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations. In this context 'historic resources' includes land that is part of the cultural heritage of New Zealand.

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

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

Cultural materials means plants, plant materials, and materials derived from animals, marine mammals or birds for which the Department is responsible within the

DOCUMENTS

2: CONSERVATION RELATIONSHIP AGREEMENT

Tāmaki Makaurau Region and which are important to iwi/hapū of Ngā Mana Whenua in maintaining and expressing their cultural values and practices;

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

Effective date means the date that is 20 working days after the day on which the settlement comes into effect under section [x] of the Collective Redress Legislation

Iwi/hapū means those iwi/hapū that comprise Ngā Mana Whenua o Tāmaki Makaurau as defined in the Collective Redress Legislation;

Kaitiaki means mana whenua guardian in accordance with tikanga Māori;

Ngā Mana Whenua or Ngā Mana Whenua o Tāmaki Makaurau has the meaning set out in Tāmaki Makaurau Collective Deed and Collective Redress Legislation and unless the context requires otherwise will be represented by the Tūpuna Tāonga o Tāmaki Makaurau Trust;

Tāmaki Makaurau Region has the meaning as indicated in the map in Attachment A;

Tikapa Moana means those parts of the Hauraki Gulf within the Tāmaki Makaurau Region;

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

Statutory Planning document includes any relevant Conservation Management Strategy or Conservation Management Plan under the Conservation Act 1987;

Tikanga Māori includes Māori customary values and practices.

DOCUMENTS

2: CONSERVATION RELATIONSHIP AGREEMENT

SIGNED on [DATE]

SIGNED for and on behalf of
the iwi/hapū of Nga Mana Whenua o Tāmaki Makaurau

For and on behalf of Ngāi Tai ki Tāmaki:

[Mandated representative name]

[Mandated representative name]

For and on behalf of Ngāti Maru:

[Mandated representative name]

[Mandated representative name]

For and on behalf of Ngāti Pāoa:

[Mandated representative name]

[Mandated representative name]

For and on behalf of Ngāti Tamaoho:

[Mandated representative name]

[Mandated representative name]

For and on behalf of Ngāti Tamaterā:

[Mandated representative name]

[Mandated representative name]

DOCUMENTS

2: CONSERVATION RELATIONSHIP AGREEMENT

For and on behalf of Ngāti Te Ata:

[Mandated representative name]

[Mandated representative name]

For and on behalf of Ngāti Whanaunga:

[Mandated representative name]

[Mandated representative name]

For and on behalf of Ngāti Whātua o Kaipara:

[Mandated representative name]

[Mandated representative name]

For and on behalf of Ngāti Whātua Ōrākei:

[Mandated representative name]

[Mandated representative name]

For and on behalf of Te Ākitai Waiohū:

[Mandated representative name]

[Mandated representative name]

For and on behalf of Te Kawerau ā Maki:

[Mandated representative name]

[Mandated representative name]

DOCUMENTS

2: CONSERVATION RELATIONSHIP AGREEMENT

For and on behalf of Te Patukirikiri

[Mandated representative name]

[Mandated representative name]

For and on behalf of Te Rūnanga o Ngāti Whātua

[Mandated representative name]

[Mandated representative name]

SIGNED by the Tūpuna Taonga o Tāmaki Makaurau Trust Limited as the trustee of the Tūpuna Taonga o Tāmaki Makaurau Trust

[Trustee names]

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 _____

[]

DOCUMENTS

2: CONSERVATION RELATIONSHIP AGREEMENT

ATTACHMENT A – MAP OF TĀMAKI MAKĀURAU REGION



DOCUMENTS

2: CONSERVATION RELATIONSHIP AGREEMENT

(CI 4.7)

SCHEDULE 1 – PLACES AND RESOURCES IDENTIFIED BY IWI/HAPŪ AS HAVING SPIRITUAL, ANCESTRAL, CULTURAL, CUSTOMARY OR HISTORICAL SIGNIFICANCE

As noted in clause 15.1, Ngāti Whātua o Orakei and Ngāti Whātua o Kaipara have already agreed through their settlements a protocol and relationship document respectively.

[Part A	[Ngāi Tai ki Tāmaki]
Part B	Ngāti Maru
Part C	Ngāti Pāoa
Part D	Ngāti Tamaoho
Part E	Ngāti Tamaterā
Part F	Ngāti Te Ata
Part G	Ngāti Whanaunga
Part H	Te Ākitai Waiohua
Part I	Te Kawerau ā Maki
Part J	Te Patukirikiri
Part K	hapū of Ngāti Whātua (other than Ngāti Whātua o Orakei and Ngāti Whātua o Kaipara) whose members are beneficiaries of Te Rūnanga o Ngāti Whātua, including Te Taoū not descended from Tuperiri.]

DOCUMENTS

3: DOC EASEMENT OVER MATUKUTŪRURU

3 DOC EASEMENT OVER MATUKUTŪRURU

DOCUMENTS

3: DOC EASEMENT OVER MATUKUTŪRURU

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

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

--

[Solicitor for] the Grantee

DOCUMENTS

3: DOC EASEMENT OVER MATUKUTURURU

**Annexure
Schedule 1**

Easement instrument

Dated

Page 1 of 3 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	Marked A on SO 456296	Section 2 SO 382028	Section 1 SO 68724

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

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

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

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

DOCUMENTS

3: DOC EASEMENT OVER MATUKUTŪRURU

Annexure Schedule 2

Easement instrument Dated Page 2 of 3 pages

Operative Clause

1 The Grantor transfers and grants to the Grantee a right of way easement over the Servient Land on the terms, conditions, covenants and restrictions contained in this Instrument to the intent that from the date of this Instrument the easement shall be appurtenant to the Dominant Land in perpetuity.

Right of Way Easement Terms

2 The Grantee together with the employees, agents, contractors and invitees of the Grantee shall have the full free right, liberty and licence from time to time and at all times by day, and by night to pass and repass, with motorised, or non-motorised vehicle, or on foot over and along the Easement Land. A general right of access for the public is specifically excluded from this right of way, as is the right to pass and repass with animals.

3 In exercising its rights under this Instrument, the Grantee shall not interfere with the Grantor's use of the Easement Land.

4 The Grantee may not use the Easement Land or any part of the Easement Land other than for the purpose expressly set out in clause 2 of this Instrument. In particular, the Grantee may not in any way obstruct the Easement Land.

5 Either or both the Grantee or Grantor may maintain an accessway on the Easement Land.

6 The cost of maintaining the accessway shall be borne by the parties in proportion to the amount, and nature, of their use of the Easement Land. Neither party shall be liable to contribute to the improvement of the easement in the event that improvement is not necessary for their use. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party causing damage to the Easement Land then the cost of such maintenance and repair shall be borne by the party that caused the damage.

7. The Grantee may contract with licensees, and/or tenants on the dominant land requiring them to contribute, in whole or in part, to the maintenance of the easement.

8 The Grantor shall not be responsible to the Grantee or to any other person for any loss or damage sustained by the Grantee or by any such person using any part of the Easement Land at its own risk in all respects.

General Terms

9 No power is implied for the Grantor to determine the Easement for breach of any provision in this memorandum (whether express or implied) or for any other cause, it being the intention of the parties that the Easement shall subsist for all time or until it is duly surrendered.

10 The covenants and powers contained in the Land Transfer Regulations 2002 in respect of easements shall apply to the extent that they are not expressly negated in this Instrument. The rights set out in Schedule 9 to the Property Law Act 1952 are excluded from this Deed.

Dispute Resolution

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

12 If the dispute cannot be resolved by the parties themselves then they shall explore whether the dispute can be resolved by use of an alternative dispute resolution technique.

13. If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President of the New Zealand Law Society.

DOCUMENTS

3: DOC EASEMENT OVER MATUKUTŪRURU

**Annexure
Schedule 2**

Easement instrument

Dated

Page 3 of 3 pages

Interpretation

14.1 In these conditions, unless the context otherwise requires:

Easement means the right of way easement recorded by this Instrument; and

Easement Land means that part of the land marked "A" on SO 456296;

14.2 In the interpretation of this Instrument, unless the context otherwise requires:

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

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

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

DOCUMENTS

4: LEASE TO AUCKLAND COUNCIL OF MAUNGAREI / MOUNT WELLINGTON DEPOT

**4 LEASE TO AUCKLAND COUNCIL OF MAUNGAREI / MOUNT
WELLINGTON DEPOT**

DOCUMENTS

4: LEASE TO AUCKLAND COUNCIL OF MAUNGAREI / MOUNT WELLINGTON DEPOT

Dated 2012

DEED OF LEASE

Maungarei / Mount Wellington Depot Lease

The Lessor

**TŪPUNA TAONGA o TĀMAKI MAKAURAU TRUST
LIMITED as trustee of TŪPUNA TAONGA o TĀMAKI
MAKAURAU TRUST**

The Lessee

AUCKLAND COUNCIL

DOCUMENTS

4: LEASE TO AUCKLAND COUNCIL OF MAUNGAREI / MOUNT WELLINGTON DEPOT

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4: LEASE TO AUCKLAND COUNCIL OF MAUNGAREI / MOUNT WELLINGTON DEPOT

DEED OF LEASE

DATED

2012

PARTIES

- (1) TŪPUNA TAONGA o TĀMAKI MAKAURAU TRUST LIMITED as trustee of TŪPUNA TAONGA o TĀMAKI MAKAURAU TRUST ("Lessor")
- (2) AUCKLAND COUNCIL ("Lessee")

BACKGROUND:

- A Under section [] of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 20[] ("Act") Maungarei / Mt Wellington (which includes the Premises) has been vested in the Lessor.
- B Under section [] of the Act, the Lessor is to grant a lease of the Premises to the Lessee on agreed terms and conditions stated in this Lease.

THIS DEED WITNESSES:

The Lessor LEASES the Premises to the Lessee and the Lessee takes the Premises on lease for the term and at the Annual Rental specified in the Reference Schedule, and upon the terms, covenants and conditions set out in this Lease.

EXECUTION

SIGNED for and on behalf of)
TŪPUNA TAONGA o TĀMAKI MAKAURAU)
TRUST LIMITED)
as Lessor in the presence of:)

Signature of Witness
Witness

Director

Occupation

Director

Address

DOCUMENTS

4: LEASE TO AUCKLAND COUNCIL OF MAUNGAREI / MOUNT WELLINGTON DEPOT

SIGNED for and on behalf of the **Auckland Council** under delegated authority in the presence of:

Property Manager / Regional Operations Manager /
Strategy and Planning Manager / General Counsel

Witness signature

Full Name

Occupation

Address

(

(

DOCUMENTS

4: LEASE TO AUCKLAND COUNCIL OF MAUNGAREI / MOUNT WELLINGTON DEPOT

REFERENCE SCHEDULE

1. THE PREMISES

The part of Maungarei / Mount Wellington at 36 Mountain Road, Mt Wellington containing 1.0813 hectares, more or less, being Allotment 201 Section 12 Suburbs of Auckland (SO 47116).

2. THE TERM

Thirty three years commencing on the Commencement Date.

3. COMMENCEMENT DATE

[]

4. RIGHTS TO NEW LEASES

The Lessee shall be entitled to perpetual further new Leases of the Premises, each for a period of 33 years (clause 13.1).

5. ANNUAL RENTAL

One dollar per annum plus GST, if demanded.

6. PAYMENT OF RENTAL

The Annual Rental shall be payable if demanded by one payment in advance each year on the Commencement Date and on the anniversaries of the Commencement Date.

7. OVERDUE RENTAL INTEREST RATE

The Lessee shall pay to the Lessor interest at the Lessor's Bank Overdraft Rate plus a margin of 4% on any unpaid moneys due under this Lease.

8. PERMITTED USE

Maintenance and ancillary services depot.

9. PUBLIC LIABILITY INSURANCE

\$2 million dollars.

10. ADDRESSES FOR SERVICE

Lessor:

Lessee:

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4: LEASE TO AUCKLAND COUNCIL OF MAUNGAREI / MOUNT WELLINGTON DEPOT

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Lease, unless the context otherwise requires:

- (a) **"Fixed Improvements"** means the Lessee's buildings, fixtures and fittings listed in Part 1 of Schedule 1.
- (b) **"Lessee's Property"** means the Lessee's Fixed Improvements and other property on the Premises from time to time, including those items listed in Part 1 and Part 2 of Schedule 1 and any replacement, substitute or additional Fixed Improvements, items of equipment and other chattels that the Lessee in its sole and absolute discretion from time to time deems necessary or desirable.
- (c) **"Lessor's Bank Overdraft Rate"** means the maximum rate of interest from time to time payable by the Lessor to its principal banker for overdraft accommodation.
- (d) **"Lessee"** means the Lessee and its successors and permitted assigns. Where the context requires the Lessee also includes its employees, contractors, suppliers, agents and customers.
- (e) **"Lessor"** means the Lessor and its successors and assigns.
- (f) **"Maungarei / Mount Wellington"** means the land containing 27.8308 hectares, approximately, being Part Allotment 56, Part Allotment 64, Allotment 200, Part Allotment 64, and Allotment 201, all Section 12, Suburbs of Auckland. Subject to survey.
- (g) **"Parties"** means the Lessor and the Lessee and their respective successors and assigns.
- (h) **"Property Expenses"** means all rates, levies and charges of any kind relating to the lessee's use and occupation of the Premises, including water rates and charges and all general rates, targeted rates and uniform annual general charges under the Local Government (Rating) Act 2002.
- (i) **"Representative"** means in respect of a person, any director, officer, employee, agent, vendor or subcontractor of that person.
- (j) **"Working Day"** has the meaning stated in the Property Law Act 2007.

1.2 Interpretation

In this Lease, unless the context otherwise requires:

- (a) Any provision of this Lease to be performed by two or more persons shall bind those persons jointly and severally.

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- (b) References to the headings in the Reference Schedule shall be references to and shall include the terms and details referred to under those headings. Elsewhere in this Lease, clause headings have been inserted for convenience only and shall not in any way affect the interpretation of this Lease.
- (c) Any reference in this Lease to any statute or regulation is deemed to include all amendments and revisions thereof.
- (d) Any reference in this Lease to a "month" or "monthly" shall mean respectively calendar month and calendar monthly.
- (e) Words importing the singular number shall include the plural, the masculine gender shall include the feminine, and persons shall include companies and body corporates and vice versa.
- (f) References to recitals, sections, clauses or paragraphs by letter or number are references to recitals, sections, clauses or paragraphs in this Lease.
- (g) Where the Lessor's consent or approval is expressly required pursuant to any provision of this Lease, such consent or approval shall be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion.

2. PAYMENT OF RENTAL, PROPERTY EXPENSES AND UTILITY CHARGES

2.1 Rental

The Lessee will pay the Annual Rental if demanded to the Lessor at the times described in the Reference Schedule.

2.2 Property Expenses

The Lessee will pay to the Lessor Property Expenses which are, or may be at any time during the term of this Lease, levied in respect of the Premises. The Premises share of Property Expenses that are not separately assessed in respect of the Premises shall be 3.8853% of those expenses assessed against Maungarei / Mount Wellington, or if the assessment is against a lesser part of Maungarei / Mount Wellington, the proportion that the area of the Premises is of the area against which the Property Expense is assessed.

2.3 District Valuation Roll

The Lessee must be entered on the District Valuation Roll as the ratepayer of the Premises

2.4 Utility Charges

The Lessee shall pay to the suppliers all charges for water, electricity, gas, telecommunications and media and other utilities and services connected to or used in the Premises.

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2.5 Interest on Overdue Rental and Other Moneys

The Lessee shall pay interest on any moneys payable hereunder the Lessee defaults in payment of for 10 Working Days from the due date for payment. Such interest will be calculated at the Overdue Rental Interest Rate stated in the Reference Schedule from the due date for payment until the date the Lessee pays the overdue amount. A certificate signed by the Lessor or on behalf of the Lessor by one of its officers, managers or its solicitors shall be conclusive evidence of the Overdue Rental Interest Rate.

2.6 GST and Other Levies and Assessments

- (a) The Lessee shall pay to the Lessor, or as the Lessor shall direct, all levies, taxes, duties and assessments (including GST or any similar tax imposed in substitution therefore but excluding any tax assessed in respect of the Lessor's profits or capital gains) payable by the Lessor in respect of any payments payable by the Lessee hereunder.
- (b) If the Lessee defaults in payment of any moneys payable hereunder and the Lessor becomes liable to pay additional GST or any other levy, tax, duty or assessment then the Lessee shall on demand pay to the Lessor the additional tax, levy, duty or assessment.

3. MAINTENANCE, REPAIRS, ALTERATIONS AND ADDITIONS TO THE PREMISES

3.1 Lessee to Keep Premises and Fixtures in Good Repair

- (a) The Lessee shall at its cost keep the exterior and interior of any buildings and other structures on the Premises in good repair, order and condition. However, the Lessee is not required to replace the structure, fabric, roof or exterior of buildings and other structures if replacement of them is needed.
- (b) The Lessee shall be responsible for the replacement at the Lessee's expense of all glass (including plate glass) located in or enclosing the Premises which may be broken by any cause.
- (c) The Lessee shall be entitled to paint the Premises in the colour scheme the Lessee determines from time to time.

3.2 Lessee's Further Maintenance/Repair Obligations

The Lessee shall duly and punctually at the Lessee's expense:

- (a) ensure that all routine waste is placed daily in suitable receptacles and any excess waste and rubbish is removed from the Premises;
- (b) replace all damaged or no operative light globes, tubes and fittings within the Premises;
- (c) take any steps necessary to control any pest infestation occurring in or emanating from within the Premises;

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- (d) comply with all statutes ordinances proclamations orders and regulations affecting the Premises or any fixtures or fittings installed by the Lessee therein;
- (e) comply with any notices or orders which may be given by a competent authority in respect of the Premises or their use by the Lessee and keep the Lessor indemnified in respect of all such matters;
- (f) keep any grounds, yards and surfaced areas in a tidy condition and maintain any garden or lawn areas in a tidy and cared for condition;
- (g) keep and maintain any carparks, driveways, pavings and other sealed or surfaced areas in good order, repair and condition; and
- (h) remove graffiti from the Premises.

The obligations under paragraphs (d) and (e) of this clause shall not extend to structural alterations relating to the Premises. Notwithstanding any other provision contained in this Lease, the Lessee shall not be responsible to pay for or carry out any improvement, addition, alteration or work relating to the Premises required to be carried out pursuant to the Building Act 2004, except where such work is required or such payment arises as a result either of the particular use to which the Lessee puts the Premises or the number, or the sex of persons employed on or occupying the Premises.

3.3 Cleaning of Premises by Lessee

The Lessee shall at its expense keep the Premises (including all internal and external surfaces) clean and free from dirt and rubbish.

4. LESSEE'S PROPERTY AND CONTAMINATION

4.1 Ownership of Lessee's Property

The Lessee's Property shall remain the personal property of the Lessee throughout the term of this Lease. Neither the Lessor nor any person claiming through the Lessor has any right, title or claim to the Lessee's Property. The Lessee is entitled to remove all or any of the Lessee's Property from the Premises at any time during the term of this Lease and, subject to clause 5.1, on the expiration or earlier end of this Lease as stated in clause 4.3, notwithstanding anything else in this Lease or at law. The Lessee will give the Lessor not less than fifteen Working Days' notice before it removes or demolishes any Fixed Improvement.

4.2 Lessee to Comply with Relevant Statutes

The Lessee shall at its own cost comply with all appropriate local authority and statutory requirements in respect of the installation and/or removal of the Lessee's Property and its operation during the term of this Lease.

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4.3 Removal of Equipment When Lease Ends

Subject to clause 5.1, within 45 Working Days of the expiration or earlier termination of this Lease the Lessee shall at its cost:-

- (a) procure the removal of the Lessee's Property from the Premises;
- (b) following removal of the Lessee's Property and arrange for the reinstatement of those areas of the Premises affected by such works so as to leave the surface of the Premises clear level and able to be sewed in grass.

4.4 Environment Site Assessment

Following the removal of the Lessee's Property under clause 4.3, the Lessee shall at its cost engage the Independent Consultant to conduct the Environment Site Assessment of the soil in such areas of the Premises as agreed by the Lessor and Lessee. Where the Environment Site Assessment indicates that there is Contamination that requires clean-up under relevant regulations or Industry Guidelines, the Lessee will take action to deal with the Contamination in accordance with those regulations or guidelines as necessary to meet the requirements of the relevant territorial authority..

4.5 Provisions Relating to Monitoring Contamination

The following provisions will apply, at the cost of the Lessee, if the Lessee determines to assess the Contamination under clause 4.4:

- (a) The Lessee will monitor the Contamination via the Discharge Monitoring Equipment, further Environment Site Assessments, or otherwise.
- (b) The Lessee shall apply for and seek to obtain a Discharge Consent, if the regional authority advises a Discharge Consent is required in relation to the Contamination.
- (c) The Lessee shall be responsible for complying with all conditions relating to the Contamination that attach to or form part of the Discharge Consent and shall take all steps necessary to comply with such conditions.
- (d) The Lessee shall be entitled to install such Discharge Monitoring Equipment as necessary to enable it to monitor and manage the Contamination and meet its obligations in respect of the Contamination under the Discharge Consent or otherwise. The Lessee will retain title to any Discharge Monitoring Equipment until the Lessee has discharged all its obligations under this clause 4 as stated in clause 4.7. The Discharge Monitoring Equipment will then vest in the Lessor.

4.6 Provisions Relating to Remediating Contamination

If the Lessee determines to remediate all or part of the Contamination under clause 4.4, the Lessee will apply for any consent required for the work, and subject to those consents being granted:

- (a) the Lessee will remove all or part of the Contamination from the Premises; and

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- (b) the Lessee will arrange for the reinstatement of those areas of the Premises affected by the Lessee's removal works.

4.7 When Lessee has Discharged Obligations

The Lessee will have discharged all its obligations under this clause 4 and will no longer have any responsibility for the Contamination when the Contamination falls, whether by the remediation, monitoring or otherwise to a level below that which relevant regulations or Industry Guidelines require clean-up.

4.8 Limitation of Lessee's Obligations

Notwithstanding anything contained in this Lease the Lessee in no circumstances shall be:

- (a) liable to the Lessor for any damages, loss, or other amounts in relation to or arising from Contamination, the Lessor's sole remedy for Contamination for which the Lessee is responsible being the Lessee's compliance with clauses 4.4 to 4.7; or
- (b) responsible for any new Contamination that occurs after the expiration or earlier termination of this Lease.

4.9 Monitoring Equipment

The Lessor shall not damage, destroy, obstruct or otherwise interfere with the Discharge Monitoring Equipment, or interfere with the Lessee or its Representatives whilst they are undertaking Environment Site Assessments or remediation works. The Lessor shall indemnify the Lessee for any costs, losses, and expenses incurred by the Lessee as a result of any damage, destruction, obstruction or interference caused by the Lessor which results in loss to the Lessee.

4.10 Licence to Enter Premises

From expiration or earlier termination of this Lease, the Lessor grants to the Lessee, its Representatives and the Independent Consultant the right from time to time to enter and/or remain on the Premises for any purpose associated the Lessee's rights and obligations under this clause 4. This includes for the avoidance of doubt undertaking Environment Site Assessments, complying with the Discharge Consent, the installation, operation on maintenance of any Discharge Monitoring Equipment, the undertaking of any remedial works, or otherwise as may be necessary for the Lessee to fulfil its obligations under this clause 4.

4.11 Assessments Sole Basis of Contamination

The Environment Site Assessment under clause 4.4 shall be the sole basis on which the degree of Contamination of the Premises shall be assessed as at the ESA Date.

4.12 Interpretation

In this clause 4, unless the context otherwise requires:

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"Contamination" means the presence of contaminants or toxic or hazardous substances in the soil, surface, water or groundwater as identified by an Environment Site Assessment such that the Independent Consultant confirms that the Premises exceeds relevant regulations or Industry Guidelines.

"Discharge Consent" means a consent under the Resource Management Act 1991 issued by the regional authority to discharge the Contamination onto or into the ground under and adjacent to the Premises.

"Discharge Monitoring Equipment" means any monitoring well, or any other equipment installed on the Premises by the Lessee before, during or after the term of this lease for monitoring Contamination.

"Environmental Condition" means:

- (a) the presence of contaminants or toxic or hazardous substances in the soil, surface, water or groundwater at the Premises; and/or
- (b) the migration, transportation or disposal above, beyond or below the surface of the Premises or offsite of contaminants or toxic or hazardous substances.

"Environmental Law" means all or any applicable national or local law or regulation arising through any statute or subordinate legislation of New Zealand, having the force of law at the relevant time which has as a purpose or effect the prevention of harm to environment, health and safety.

"Environmental Liabilities" means costs and expenses relating to investigations and remediation of soil and groundwater contamination that may be brought or asserted by any governmental body by reason of a breach of Environmental Law.

"Environment Site Assessment" means an assessment of the state of the Premises by the Independent Consultant to establish whether the soil in and around the immediate vicinity of the Premises has been contaminated by contaminants or toxic or hazardous substances, and the report of that assessment.

"ESA Date" means the date the Environment Site Assessment under clause 4.4 is completed.

"Independent Consultant" means any suitably qualified consultant agreed to by the Lessor and appointed by the Lessee.

"Industry Guidelines" means the relevant guideline at the time for assessing and managing contaminated sites in New Zealand produced by the Ministry for the Environment, or any successor Ministry or Crown organisation.

5. OPTION TO PURCHASE LESSEE'S FIXED IMPROVEMENTS

5.1 Lessor's Option to Purchase Fixed Improvements

Not earlier than 6 months or later than 3 months before the term of this Lease is due to end (or within

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3 months of the term being ended earlier), the Lessor is entitled to notify the Lessee in writing ("**Buy-Out Notice**") that it wishes to purchase the Fixed Improvements on the Premises at the date of the Buy-Out Notice for a sum equal to the then current market value of the Fixed Improvements ("**Market Value**"). Time is of the essence in respect of the dates by which the Lessor must exercise its option to purchase the Fixed Improvements. The option lapses and is no longer capable of being exercised after the applicable date has passed. The Lessee will then remove the Fixed Improvements in accordance with clause 4.3.

5.2 Determination of Current Market Value

If the Lessor gives the Lessee a Buy-Out Notice, the Lessor and the Lessee will negotiate in good faith to agree the Market Value. However, either party may refer the matter for determination by an independent licensed valuer ("**the Valuer**") by written notice to the other party, if the Lessor and the Lessee do not agree the Market Value within forty Working Days of the date of the Buy-Out Notice. Either party is entitled to request the President for the time being of the Property Institute of New Zealand to appoint the Valuer, if the Lessor and the Lessee do not agree on the Valuer within ten Working Days of a party referring the matter for determination by the Valuer. The President's appointment will be binding. The Valuer is to act as an expert and not as an arbitrator and the determination of the Valuer shall be final and binding on the Parties. However, each party is entitled to make written and oral submissions to the Valuer, before the Valuer makes his or her determination. All costs and expenses incurred in connection with the obtaining of such determination shall be shared equally between the Lessor and the Lessee.

5.3 Settlement of Sale of Lessee's Fixed Improvements

On the tenth Working Day after the date the Market Value is agreed or is determined under clause 5.2 ("**Settlement Date**"), the Lessee shall sell and the Lessor shall purchase the Fixed Improvements for the Market Value agreed or determined (plus GST (if any) on that amount). The Lessor shall pay that amount without set off or deduction to the Lessee on the Settlement Date, and unencumbered title to and possession of the Fixed Improvements will pass to the Lessor on payment of that amount.

5.4 Access for Valuation Purposes

The Lessee will provide the Lessor and its consultants, valuers, surveyors and professional advisers with reasonable access to the Premises following the issue of a Buy-Out Notice for the purposes of allowing them to carry out such reasonable inspections, valuations and tests of the Fixed Improvements as the Lessor reasonably requires.

6. ASSIGNMENT AND SUBLETTING

6.1 Control of Assignment and Subletting

The Lessee shall not assign, transfer or mortgage the Premises or this Lease. However, the Lessee is entitled to sub-lease, licence or otherwise part with possession of the whole or any part or parts of

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the Premises to any party or parties the Lessee contracts from time to time to provide or manage maintenance services or for to the Lessee.

7. INSURANCE AND INDEMNITY

7.1 Lessee to Insure

The Lessee shall insure and keep insured the Premises against loss or damage from fire, flood, explosion, lightning, storm, earthquake and volcanic activity to the full replacement value thereof. The insurance shall be effected in the joint names of the Lessor and the Lessee for their respective rights, interests and obligations in relation to the Premises and in terms of this Lease. Such insurance shall be with an insurance company or underwriter approved by the Lessor, which approval shall not be unreasonably withheld.

7.2 Public Liability Insurance by Lessee

The Lessee shall effect and keep current at all times during the occupation of the Premises a public liability cover for an amount not less than the Amount of Public Liability Insurance stated in the Reference Schedule or such other reasonable amount as may from time to time be notified in writing by the Lessor to the Lessee (being the amount which may be paid out arising out of any one single accident or event) indemnifying the Lessor as owner and the Lessee as tenant in respect of all liabilities to third parties arising from the Lessor's ownership of and the Lessee's interest in the Premises.

7.3 Lessee to Insure Plate Glass

The Lessee shall effect and keep current at all times during the occupation of the Premises an insurance policy covering all glass in or enclosing any building comprising part of the Premises. The policy shall be in the joint names of the Lessor and the Lessee and shall be for the full insurable value of the glass on a replacement basis.

7.4 Lessee to Provide Detail of Insurances

The Lessee will provide the Lessor with detail of and proof of the currency of the insurances the Lessee effects under clauses 7.1 to 7.3 when requested by the Lessor. However, the Lessor will not make such a request more than one time in each calendar year.

7.5 Lessee Entitled to Self Insure

Clauses 7.1 to 7.4 will not apply during any periods that the Lessee determines to self insure.

7.6 Lessee to Occupy Premises at its Risk

The Lessee agrees to occupy and use the Premises at the Lessee's risk and releases the Lessor to the full extent permitted by law from all claims and demands of any kind and from all liability which

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may arise in respect of any accident damage or injury occurring to any person or property in or about the Premises.

8. USE OF PREMISES

8.1 Use to Which Premises May be Put by Lessee

The Lessee shall not use the Premises otherwise than for the Permitted Use stated in the Reference Schedule without the prior written approval of the Lessor. The Lessor's approval shall not be unreasonably or arbitrarily withheld or delayed.

8.2 Securing of Premises by Lessee

The Lessee shall:

- (a) secure the buildings on the Premises against unauthorised entry at all times when the Premises are left unoccupied and the Lessor reserves the right by its servants and agents to enter upon the Premises and secure those buildings if they are left unsecured; and
- (b) upon the cessation of the Lessee's right to occupy the Premises, deliver to the Lessor all keys held by the Lessee to the Premises.

8.3 Restrictions on Use of Premises by Lessee

The Lessee shall not do or permit to be done on the Premises anything that in the opinion of the Lessor may become a nuisance, disturbance or obstruction or cause damage whether to the Lessor or to other users of the Premises or to neighbouring owners or occupants or use the Premises in any noisy noxious or offensive manner. However, the orderly conduct of the Permitted Use will not be a breach of this clause.

9. RIGHTS RESERVED BY LESSOR

9.1 Lessor May Maintain its Services, Fixtures and Fittings

The Lessor reserves the right to maintain and repair all services and fixtures and fittings owned by the Lessor passing through the Premises, but in so doing the Lessor will cause as little inconvenience to the Lessee as is reasonably possible.

9.2 Entry by Lessor to View and Effect Repairs and Alterations

The Lessor shall have the right to enter upon the Premises with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency):

- (a) to view the state of repair of the Premises and to ascertain whether or not there has been any breach of the terms of this Lease;

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- (b) to carry out repairs, alterations, improvements, additions or other works to the Premises or services to the Premises or to any adjacent property;
- (c) to execute any work required to remedy a defect which is, pursuant to this Lease, the Lessee's duty to repair if the Lessee has not within 15 working days of the date of receipt by the Lessee of written notice from the Lessor requiring such defect to be repaired taken steps to remedy the defect. Without prejudice to other remedies the Lessor may recover the costs of such repairs from the Lessee forthwith on demand; or
- (d) for the purpose of complying with the terms of any present or future legislation affecting the Premises or of any notice served on the Lessor or Lessee by any competent authority for which the Lessee is not responsible under this Lease.

However, in exercising such rights the Lessor shall use its best endeavours to minimise any disturbance caused to the Lessee in its occupation and use of the Premises.

10. COVENANTS BY LESSOR

10.1 Quiet Enjoyment

If the Lessee pays the Annual Rental payable under this Lease and performs and observes the terms contained in this Lease, the Lessee (subject to the provision of this Lease) shall peaceably hold and enjoy the Premises without hindrance or interruption by the Lessor until the expiration or sooner determination of this Lease.

11. DEFAULT BY LESSEE

11.1 Events of Default

Subject to having first complied with the requirements of the Property Law Act 2007, the Lessor may without any further notice and demand at any time re-enter the Premises, or any part of the Premises, and thereby determine the Lessee's estate and interest therein and expel and remove the Lessee and the effects of the Lessee and those claiming under the Lessee without being guilty of any form of trespass or conversion, if the Lessee neglects or fails to perform and observe any of the other terms contained or implied in this Lease. Upon such re-entry this Lease shall cease and determine but without releasing the Lessee from liability in respect of the breach or non-observance of any provision of this Lease.

12. DAMAGE TO OR DESTRUCTION OF THE PREMISES

12.1 Total Destruction

If the Premises or any part of the Premises shall be destroyed or so damaged as to render the Premises untenable or no longer economically viable for the conduct of the Permitted Use, then the Lessee shall be entitled to elect to either:

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- (a) terminate this lease by written notice to the Lessor, in which case the Lessee shall comply with clause 4.3 in relation to any remaining or damaged or destroyed Lessee's Equipment; or
- (b) rebuild, restore and reinstate the Premises.

12.2 Partial Destruction

If the Premises or any part of the Premises shall be damaged but not so as to render the Premises untenable then the Lessee shall with all reasonable speed repair such damage and reinstate the Premises.

12.3 Conditions Relating to any Termination or Reinstatement

The terms of clauses 12.1 and 12.2 shall be read subject to the following conditions:

- (a) any obligation placed on the Lessee and the right of the Lessee to repair, restore, rebuild or reinstate the Premises, shall be subject to the Lessee obtaining all necessary permits and consents;
- (b) the Lessee will be entitled to terminate this Lease by written notice to the Lessor if the Lessee is unable to obtain all necessary permits or consents to carry out the rebuilding, restoration, repair or reinstatement work within a reasonable period;
- (c) any rebuilding, restoration, repair or reinstatement work shall be carried out by the Lessee to a design and using such materials and form of construction as determined by the Lessee; and
- (d) any termination of this Lease shall be without prejudice to the rights of either Party against the other for any prior breach of the terms of this Lease.

13. NEW LEASE

13.1 Lessee's Right to a New Lease

The Lessor will grant to the Lessee a new Lease of the Premises if the Lessee gives the Lessor not less than 3 months' notice in writing prior to the expiration of the relevant lease term (which notice shall be irrevocable) of its desire to take a new Lease of the Premises. The new Lease will be:

- (a) for the relevant further term of years specified in the Reference Schedule commencing from the expiry of the preceding Lease;
- (b) at the rent stated in the Reference Schedule; and
- (c) otherwise on the same terms and conditions as are contained in this Lease including this right to further new Leases.

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14. MISCELLANEOUS

14.1 Lessee to Pay Lessor's Costs

The Lessee shall pay all reasonable costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observance of any of the terms covenants and conditions of this Lease.

14.2 Notices

All notices, demands, approvals, consents or other communications ("notices") required to be given or served in connection with this agreement shall be in writing and may be delivered personally or sent by mail, facsimile or email. The addresses for service of the Lessor and the Lessee are specified in the Reference Schedule or at such other address in New Zealand as either Party may specify for such purpose by notice in writing to the other. Any notice may be given or signed on behalf of the Party giving or serving it by a director, secretary or other duly authorised person. Notices delivered or sent by facsimile or email shall be deemed given when correctly sent provided that notices given after 5.00pm on a Working Day or at any time on a non-Working Day shall be deemed given on the next Business Day. Notices sent by mail shall be deemed given on the date which is 3 Working Days following posting.

14.3 Monthly Tenancy

Should the Lessee with the consent of the Lessor continue to occupy the Premises beyond the expiration of the term of this Lease (otherwise than in terms of the grant of a renewed or new lease) the Lessee shall do so as a monthly tenant only at an monthly rental equal to 1/12th of the Annual Rental and annual Property Expenses payable under this Lease immediately prior to the expiration of the term. Such rental shall be payable monthly in advance with a first payment being due on the day following the date of termination. The tenancy so created shall be determinable by one month's notice in writing given at any time by either party to the other and otherwise shall be on the same terms as are contained in this Lease with any amendments as may be necessary to make them applicable to a monthly tenancy.

14.4 Arbitration

(a) If any dispute or difference shall arise between the Parties as to:-

- (i) the meaning or application of any part of this Lease, or
- (ii) any other matter touching or concerning this Lease,

then provided an alternative of resolving such dispute or difference is not provided in this Lease, the dispute or difference ("**the Issue**") shall be referred to the award of a single arbitrator to be agreed upon between the Lessor and the Lessee.

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- (b) If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon the request of any party, by the President or Vice President for the time being of the District Law Society of the district within which the premises are situated. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.
- (c) The procedures prescribed in this clause shall not prevent the Lessor from taking proceedings for the recovery of any Annual Rental or other monies payable hereunder which remain unpaid or from exercising the rights and remedies in the event of such default under clause 11.1.

14.5 Exclusion of Implied Covenants and Statutory Provisions

Any covenants and powers implied in leases by virtue of the provisions of any Act are hereby excluded from this Lease to the maximum extent permitted by law.

14.6 Partial Invalidity

Except as otherwise expressly provided in this Lease, if for any reason any clause or any part of a clause is illegal, void or unenforceable, such clause or part thereof shall be severable from all other clauses (including the part of the clause which is not illegal, void or unenforceable) which shall remain unaffected thereby.

14.7 Registration of Lease

The Lessor and the Lessee intend that this Lease is registered against the computer register to the Premises and accordingly will do all things reasonably necessary to cause this Lease to be registered, including signing all authority and instruction forms and any other documents required for this to occur, all at the Lessee's cost.

15. NATURE OF THE LESSEE

15.1 Lessee's Capacity

The Lessee has signed this Lease in its non-regulatory capacity. The Lessee is also the territorial authority for the area in which the Premises are situated. Nothing in this Lease limits or affects the duties and obligations of the Lessee as a regulatory authority under the Resource Management Act 1991, the Building Act 2004 or any other relevant statute. The Lessee will not be liable for any expense, costs, loss, or damages the Lessor suffers or incurs because of the Lessee carrying out its statutory duties.

15.2 Regulatory Consents and Approvals

Where this Lease requires the Lessor to obtain any consent or approval of the Lessee, the Lessee will grant that consent or approval in its non-regulatory capacity only. The Lessor must separately obtain through the relevant department of the Lessee any consent or approval it requires from the Lessee

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acting as regulatory authority. Similarly, any consent or approval the Lessor obtains from the Lessee acting as territorial authority, does not constitute the consent of the Lessee under this Lease.

15.3 Provisions Relating to Notices to the Lessee

Where the Lessor wants to give a notice to or otherwise communicate with the Lessee, the Lessor must address the notice to, or otherwise deal with the department of the Lessee from time to time charged with administering this Lease. A notice the Lessor sends that has not been addressed to that department will have no effect and will not have been given, until it has been actually received by that department. Any consent, approval or other permission obtained from any other department will not be binding on the Lessee. The Lessee will advise the Lessor in writing at the Commencement Date as to the department of the Lessee charged with administering this Lease. The Lessee will advise the Lessor of any change as soon as practicable after the change comes into effect.

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4: LEASE TO AUCKLAND COUNCIL OF MAUNGAREI / MOUNT WELLINGTON DEPOT

**SCHEDULE 1
LESSEE'S PROPERTY**

Part 1 – Lessee's Fixed Improvements

[Note: an indicative plan of the improvements at the Depot is attached; an agreed detailed list of improvements will be inserted into this schedule before this lease is executed]

Part 2 – Balance of Lessee's Property

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4: LEASE TO AUCKLAND COUNCIL OF MAUNGAREI / MOUNT WELLINGTON DEPOT

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5: DEED OF COVENANT

5 DEED OF COVENANT

THIS DEED is made

BETWEEN

TŪPUNA TAONGA O TĀMAKI MAKAURAU TRUST LIMITED

AND

WHENUA HAUMI ROROA O TĀMAKI MAKAURAU LIMITED PARTNERSHIP

AND

THE CROWN

BACKGROUND

- A. Under a collective redress deed dated 8 September 2012 between Ngā Mana Whenua o Tāmaki Makaurau and the Crown (the “**collective deed**”), the Crown agreed, subject to the terms and conditions specified in the collective deed, to provide certain redress to two entities to be established under clause 8.5 of the collective deed.
- B. The Tūpuna Taonga o Tāmaki Makaurau Trust was established on *[date]* as the entity to:
- be established under clause 8.5.1 of the collective deed; and
 - receive the redress to be provided to the trustee under the collective deed.
- C. The Whenua Haumi Roroa o Tāmaki Makaurau Limited Partnership was established on *[date]* as the entity to:
- be established under clause 8.5.2 of the collective deed; and
 - receive the redress to be provided to the limited partnership.
- D. As required by clause 8.5.3 of the collective deed, the governance entities enter into this deed with the Crown.

IT IS AGREED as follows:

1 COVENANT

- 1.1 Each governance entity separately covenants with the Crown that, from the date of this deed, the governance entity:
- 1.1.1 is a party to the collective deed as if it had been named as a party to the deed of settlement and had signed it;

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6 WATERCARE EASEMENT

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6: WATERCARE EASEMENT

Form B (19 August 2012)

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

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

Grantor

TŪPUNA TAONGA O TĀMAKI MAKĀURAU TRUST LIMITED

Grantee

WATERCARE SERVICES LIMITED

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Water supply pipeline easement	Area marked [] on DP []	[]	In gross
Wastewater pipeline easement	Area marked [] on DP []	[]	In gross
Right of way easement	Area marked [] on DP []	[]	In gross
Water storage easement	Area marked [] on DP []	[]	In gross
Services easement	Area marked [] on DP []	[]	In gross

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6: WATERCARE EASEMENT

Form B - continued

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

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

The implied rights and powers are hereby varied by the provisions set out in Annexure Schedule 1.

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Annexure Schedule 1

Easement

Continues in additional Annexure Schedule, if required

INTRODUCTION

- A. The Grantor is the registered proprietor of taonga tuku iho, known as the Land.
- B. The Land has been returned to the Grantor as part of an historical Treaty settlement with 13 iwi / hapū of Tāmaki Mākaaurau.
- C. The Grantee is responsible for the provision of bulk and retail water directly or indirectly to, and for collection and disposal of wastewater, in the Auckland region.
- D. The Grantee has various existing assets and Infrastructure located in the Grantor's Land.
- E. The Grantee operates its existing infrastructure to ensure the secure supply of water and wastewater services to the Auckland region and which is supported by other Services infrastructure such as telecommunications, systems control and data, and electricity that is located on the Grantor's Land.
- F. The Grantor grants the Easements on the following terms and conditions set out in this Easement Instrument.

OPERATIVE PROVISIONS

Definitions and Interpretation

1. In this Easement Instrument, unless the context otherwise requires:

"Consumer Price Index" means the Consumer Price Index (All Groups) as published by Statistics New Zealand (or any successor organisation) on an annual basis. If that index ceases to be published on an annual basis or if the basis of calculation of the index is fundamentally changed then Consumer Price Index will mean an index on which the parties agree or, failing agreement, as may be determined by an independent expert with the appropriate qualifications and expertise appointed by the President for the time being of the New Zealand Society of Accountants.

"Easements" means the Right of Way Easement, the Water Supply Pipeline Easement, the Wastewater Pipeline Easement, the Services Easement and the Water Storage Easement created by this instrument and Easement shall mean the particular easement as determined by the context.

"Easement Areas" means the Right of Way Easement Area, the Water Supply Pipeline Easement Area, the Wastewater Pipeline Easement Area, the Services Easement Area and the Water Storage Easement Area.

"Grantee" will be deemed to include the Grantee's employees, workmen, surveyors, contractors, engineers, consultants, agents, nominees or other authorised persons and includes any successors in title.

"Grantor" will be deemed to include the Grantor's engineers, surveyors, employees, agents and contractors, and any lessees, licensees, invitees, or any other person in occupation of the Land and includes any successors in title.

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"Infrastructure" means Services Infrastructure and all existing:

- (a) pumps and pumping equipment or plant, scour valves, vented air valves, valves, valve chambers and covers, gully traps, odour filters, manholes, fences or markers; and
- (b) all other existing equipment, fittings, plant, machinery or materials and associated or any ancillary works or improvements, including cabinets and other protective structures;

that are necessary for the operation and protection of the Grantee's Pipelines and Water Storage Facilities or its water supply and wastewater network generally, whether located underground or on the surface of the Land at the date of this Easement instrument, and any necessary repairs or replacements, additions or expansions for the purposes for which the Easements are granted.

"Land" means the servient tenement, being the land comprised in computer freehold register [] (North Auckland registry).

"Pipelines" means all existing:

- (a) pipelines; and
- (b) all other existing conductors of water or wastewater, including (without limitation) any existing Pipelines within the Water Supply Pipeline Easement Area, Water Storage Easement Area or the Wastewater Pipeline Easement Area;

at the date of this Easement Instrument, and any necessary repairs or replacements additions or expansions for the purposes for which the Easements are granted.

"Right of Way" means that part of the surface of the land comprising the Right of Way Easement Area.

"Right of Way Easement" means the right to pass and repass on foot or with vehicles, either with or without equipment, machinery, tools and materials over, on and across the Right of Way Easement Area at all times on the terms and manner set out in this Easement Instrument.

"Right of Way Easement Area" means those parts of the Land marked [] on DP [].

"Services" means:

- (a) energy, including (but not limited to) electricity, electric impulses, liquid fuels and gases;
- (b) telecommunications and computer media, radio, systems control and other data and signals; and
- (c) all such other services that are necessary for the operation, monitoring and control of the Pipelines, Water Storage Facilities and Infrastructure on the Land.

"Services Easement" means the right to supply, transmit, convey and distribute Services within the Services Easement Area and to maintain, repair, and install any necessary replacements, additions or expansions for the purposes for which the

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Easements are granted to Services Infrastructure within the Services Easement Area and on the terms and manner set out in this Easement Instrument.

"Services Easement Area" means that part of the Land marked [] on DP [].

"Services Infrastructure" means all existing:

- (a) cables (including fibre optic cables), wires, conductors of any other kind, support structures, antenna, cabinets, units, poles, receivers, energy and signal (including wireless) generating devices (including generators, solar panels and wind turbines), transformers, transmitters, invertors, ducts or drains, pipes, conduits, monitoring, controlling or metering devices, cathodic protection; and
- (b) any associated existing equipment, plant, machinery or materials relating to the conversion, transformation, transmission, distribution or conveyance of Services within the Easement Areas;

whether located above ground or underground at the date of this Easement Instrument, and any necessary repairs or replacements, additions or expansions for the purposes for which the Easements are granted.

"Water Storage Easement" means the right to maintain, repair, or install any necessary replacements, additions or expansions for the purposes for which the Easements are granted to the Water Storage Facilities, Pipelines and other Infrastructure within the Water Storage Easement Area, and to store and release water from Water Storage Facilities, Pipelines and other Infrastructure on and from the Water Storage Easement Area on the terms and in the manner set out in this Easement Instrument.

"Water Storage Facilities" means existing reservoirs, tanks or other receptacles used for the storage of water at the date of this Easement instrument and any necessary repairs or replacements, additions or expansions for the purposes for which the Easements are granted.

"Water Storage Easement Area" means that part of the Land marked [] on DP [].

"Wastewater Pipeline Easement" means the right to maintain, repair, or lay any necessary replacements, additions or expansions for the purposes for which the Easements are granted to the Pipelines and other Infrastructure and move wastewater through such Pipelines and other Infrastructure within the Wastewater Pipeline Easement Area on the terms and in the manner set out in this Easement Instrument.

"Wastewater Pipeline Easement Area" means that part of the Land marked [] on DP [].

"Water Supply Pipeline Easement" means the right to maintain, repair, or lay any necessary replacements, additions or expansions for the purposes for which the Easements are granted to the Pipelines and other Infrastructure and move water through such Pipelines and other Infrastructure within the Water Supply Easement Area on the terms and in the manner set out in this Easement Instrument.

"Water Supply Pipeline Easement Area" means that part of the Land marked [] on DP [].

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Covenants

3. The Grantor transfers and grants to the Grantee easements in gross for all time being the full, free, uninterrupted and unrestricted right, liberty and licence from time to time and at all times:
 - (a) In respect of the Water Supply Pipeline Easement and Wastewater Pipeline Easement to:
 - (i) pump, move, convey and transport water in, under, on, over, through and along the Water Supply Pipeline Easement Area and pump, move, convey and transport wastewater in, under, on, over, through and along the Wastewater Pipeline Easement Area, in a free and unimpeded flow (except when the flow is halted for operational purposes) and in any quantity using Pipelines and other Infrastructure.
 - (ii) enter upon the Land by the Grantee's engineers, surveyors, employees, agents and contractors with or without vehicles, machinery, tools, equipment and materials by a formed route where reasonably available and otherwise where likely to cause the least physical damage, and to remain there for the least time practicable to do any of the following things:
 - (aa) maintain, repair or remove any Pipelines and other Infrastructure, and lay, place or construct any necessary replacements, additions, or expansions to the same in, under, on or over the Water Supply Pipeline Easement Area and Wastewater Pipeline Easement Area (whether pertaining to the conveyance of water or wastewater within the Water Supply Pipeline Easement Area, the Wastewater Pipeline Easement Area or the Grantee's water supply and wastewater system generally);
 - (bb) operate, inspect, scour by discharge from or otherwise clean or drain water from the Pipelines and other Infrastructure as is necessary for the operation of the Pipelines and other Infrastructure, across or from the Water Supply Pipeline Easement Area or Wastewater Easement Area.
 - (b) In respect of the Water Storage Easement to:
 - (i) pump, move, convey, transport and store water in, under, on, over, through and along the Water Storage Easement Area in a free and unimpeded flow (except when the flow is halted for operational purposes) and in any quantity.
 - (ii) enter upon the Land by the Grantee's engineers, surveyors, employees, agents and contractors with or without vehicles, machinery, tools, equipment and materials by a formed route where reasonably available and otherwise where likely to cause the least physical damage, and to remain there for the least time practicable to do any of the following things:
 - (aa) maintain repair, or remove any Water Storage Facilities, Pipelines and other Infrastructure, and lay, place or construct any necessary replacements, additions or expansions to the same in, under, on and over the Water Storage Easement Area (whether

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pertaining to the storage and conveyance of water within the Water Storage Easement Area or the Grantee's water storage system generally) and undertake any directly related and necessary earthworks on and across the Water Storage Easement Area and at any time thereafter re-open or re-excavate the same where necessary;

- (bb) release or drain water from the Water Storage Facilities, Pipelines and other Infrastructure, where that is required for emergency or operational purposes, such as the cleaning, maintenance or replacement of Water Storage Facilities, Pipelines or other Infrastructure, across and from the Water Storage Easement Area in a free and unimpeded flow and in any quantity.
- (c) in respect of the Right of Way Easement to:
 - (i) at all times, go, pass, and repass on foot or with vehicles, either with or without machinery, tools, equipment or materials over, on, and across the Right of Way Easement Area;
 - (ii) layout and form the Right of Way (where the same have not been laid out and formed at the date of this Easement Instrument) where necessary;
 - (iii) construct, lay or place over, on or under the surface of the Right of Way Easement Area such roading or pedestrian infrastructure, including supports, hand or guard rails, non-slip surfacing and other improvements or any other equipment, machinery or materials which are reasonably necessary for the formation and Grantee's use of the Right of Way; and
 - (iv) inspect, alter, repair, realign, add to, enlarge, remove and otherwise maintain the Right of Way to such standard as is determined by the Grantee in its discretion as being necessary for the Grantee's use of the Right of Way, and without the Grantee being under any obligation to maintain or contribute to the cost of maintaining the Right of Way to any higher standard required by the Grantor..
- (d) In respect of the Services Easement to:
 - (i) generate, convey, transport, conduct, transform, transmit, convert, supply and distribute Services in, under, on, over, through and along the Services Easement Area without interruption or impediment (except when Services are halted for operational purposes) and in any quantity.
 - (ii) enter upon the Land by the Grantee's engineers, surveyors, employees, agents and contractors with or without vehicles, machinery, tools, equipment and materials by a formed route where reasonably available and otherwise likely to cause the least physical damage, and to remain there for the least time practicable to do any of the following things:
 - (aa) maintain, repair or remove any Services Infrastructure or lay, install, place or construct any necessary replacements, additions, or expansions to the same, in, under, on, over, through and along the Services Easement Area, as is necessary for the provision of Services for the operation of the Pipelines, Water Storage Facilities and other Infrastructure (whether pertaining to the storage and conveyance of water within the Water Storage Easement Area, the conveyance of water or wastewater within

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the Water Supply Pipeline Easement Area, the Wastewater Pipeline Easement Area or the Grantee's water supply, wastewater and water storage system generally), and undertake any directly related and necessary earthworks on and across the Services Easement Area and at any time thereafter re-open or re-excavate the same where necessary.

- (e) In respect of all Easements to:
- (i) fence off and exclude persons from any Easement Area where that is necessary to ensure matters of public health, safety and security of any Pipeline, Water Storage Facility or other Infrastructure are provided for;
 - (ii) lay out, excavate, fill or cover trenches in, and across the Easement Areas and at any time thereafter re-open or re-excavate the same for the purposes of undertaking any works authorised by the Easements (subject to the obligation contained in clause 3(f)(vi) to reinstate);
 - (iii) break up any roads, streets, ways or footpaths in, and across, the Easement Area for the purposes of undertaking any works authorised by the Easements (subject to the obligation contained in clause 3(f)(vi) to reinstate);
 - (iv) remove all cultivated, exotic or natural vegetation, including trees, roots and shrubs within an Easement Area, and any buildings, other improvements, or obstructions (whether temporary or permanent) erected or placed within an Easement Area by the Grantor or any third party in breach of the Grantor's obligations under this Easement Instrument following the date of this Easement Instrument;
 - (v) maintain, repair, or install, lead, use, and replace any necessary Services Infrastructure and transport, convey and distribute Services through such Services Infrastructure in, under, on, over, through and along any Easement Area in a free and unimpeded flow without interruption or impediment, in any quantity and by any means;
 - (vi) with the consent of the Grantor (such consent not to be unreasonably withheld), access, either with or without vehicles, machinery, tools, equipment and materials and temporarily utilise any other part of the Land, notwithstanding that it is not included within the Easement Areas, necessary for the purposes of exercising the rights granted by the Easements, including using such area as temporary layover, storage or construction areas, and to remain there for the least time practicable;
 - (vii) in exercising any right contained in this Easement Instrument, the Grantee may determine that it would be more efficient in order to repair, extend or renew any Pipelines, Water Storage Facilities or other Infrastructure, to lay, place, install or duplicate Pipelines, Water Storage Facilities, or other Infrastructure on those parts of the Land outside the Easement Areas. The Grantee may, with the prior written consent of the Grantor (in its absolute discretion), lay, place, install or duplicate Pipelines, Water Storage Facilities, or other Infrastructure on the Land outside the Easement Areas, whether or not any existing Pipelines, Water Storage Facilities, or other Infrastructure are to be removed. If the Grantor provides consent, the Grantor will, at the total cost of the Grantee, accept a surrender of an Easement, in relation to the whole or part of an Easement Area, where Pipelines, Water Storage Facilities,

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and/or other Infrastructure has been removed and will not be replaced by the Grantee and grant to the Grantee a new easement on agreed terms over such further part of the Land as is agreed between the parties.

- (f) Provided that in exercising its rights under the Easements, the Grantee shall:
- (i) keep and maintain all Pipelines, Water Storage Facilities, other Infrastructure and Rights of Way in a good and sufficient state of repair for the Grantee's purposes;
 - (ii) ensure that any replacements, additions or expansions of any Water Pipeline, Water Storage Facility, Infrastructure or Right of Way must be related to the operation, maintenance or support of the Grantee's water supply and wastewater system and the efficient and effective provision of water supply and wastewater services to the Auckland Region.
 - (iii) Prior to undertaking any works authorised by the Easements which involve the excavation of the soil comprising the Land by non-hand held methods, the Grantee shall prepare and submit to the Grantor for consultation a works management plan, at least 14 days prior to the date that the Grantee intends to commence the works. The works management plan shall include:
 - (aa) the details of the proposed works, the materials to be used in the construction and the proposed construction methodology to be employed in undertaking the works;
 - (bb) the area of the Land affected by the works;
 - (cc) the anticipated commencement and completion times of the works; and
 - (dd) the proposed methods of reinstating the Land following the conclusion of the works.

The requirement for the Grantee to prepare a works management plan in clause 3(f)(iii) above shall not apply to any emergency works, or any minor maintenance or repairs that do not involve excavation of the Land by non-hand held methods.
 - (iv) if the proposed works concern an addition or expansion to the Infrastructure, Pipelines or Water Storage Facilities and require the Grantee to obtain a resource consent, the Grantee, before lodging an application for resource consent, shall prepare and submit to the Grantor for consultation a works management plan under clause 3(f)(ii) above which shall include the following additional matters:
 - (aa) details of the size and capacity of the additional or expanded Infrastructure, Pipelines or Water Storage Facilities; and
 - (bb) an analysis of why the works are necessary, including the benefits, risks and costs of undertaking the works relative to alternative options
 - (v) if, within 7 days of receipt of a works management plan under clause 3(f)(ii) or (iii) above, the Grantor wishes to raise any issues or concerns regarding any details contained in the works management plan, the

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Grantee will consult with the Grantor and endeavour to resolve those concerns prior to lodging an application for resource consent (if required).

- (vi) in undertaking any work authorised pursuant to the Easements, cause as little damage as practicable to the Land and take all reasonable care to avoid any archaeological or wāhi tapu sites on the Land. If any archaeological evidence, archaeological or wāhi tapu sites are uncovered, the Grantee shall stop all works immediately and notify the Grantor, the Historic Places Trust and the Auckland Council. Works may not recommence until authorised by the Historic Places Trust, the Grantor (whose authority may not be unreasonably withheld) and any other authorities with the necessary jurisdiction to do so.
- (vii) at the conclusion of any work authorised and undertaken pursuant to the Easements:
 - (aa) immediately commence to undertake site remediation, including the removal and disposal of contaminated soil and debris offsite, or undertake earthworks to stabilise the Easement Area and rehabilitate the part of the Easement Area affected by the works by re-contouring, spreading sub-soils and top-soils and re-vegetating such areas to restore the Easement Area to the contour and condition of the immediately surrounding Easement Area or Land;
 - (bb) immediately commence to restore the Land and any improvements affected by the work to the condition which they were in immediately prior to the commencement of such work; and
 - (cc) immediately commence to repair and make good any damage that is done to other parts of the Land as a result of the Grantee exercising its rights under this Easement Instrument.
- (viii) cause as little inconvenience to the Grantor or any occupier of the Land as is practicable when exercising all or any of the rights given to the Grantee pursuant to this Easement Instrument;
- (ix) maintain the landscape of the Easement Areas in visual and other harmony with the balance of the Land;
- (x) obtain all necessary consents, approvals and authorities to undertake any activity in relation to the Easements; and
- (xi) indemnify the Grantor in respect of all sums that the Grantor is legally liable to pay to third parties by way of compensation consequent upon physical loss of or damage to any tangible property resulting from the escape of water from or other failure of a Pipeline, Water Storage Facility or Infrastructure, provided that the maximum amount payable by the Grantee to the Grantor in respect of any liability arising under this clause 3(f)(x) shall be limited to \$10,000,000 per event or \$20,000,000 for a series of related events ("Limitation Amount") occurring within one calendar year. The Limitation Amount shall be increased annually at the beginning of each calendar year in accordance with the increase (if any) in the Consumer Price Index (All Groups) or any replacement comparable index during the preceding calendar year.

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The Grantee shall not be required to indemnify the Grantor in respect of any compensation which the Grantor becomes legally liable to pay to third parties where the claim for such compensation arises from an act or omission by the Grantor in breach of its obligations under the Easement Instrument.

4. The Grantor and the Grantee agree that:

- (a) The determination of whether a work or action, or replacement, addition or expansion of any Pipeline, Water Storage Facility, Infrastructure or Right of Way authorised by this Easement Instrument is "necessary" will be made by the Grantee, and in doing so, the Grantee will act reasonably.
- (b) Notwithstanding the implied obligations in the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007, the obligations relating to the establishment, maintenance, upkeep and repair of the Right of Way Easement Areas are expressly negated and replaced with the rights set out above in this clause 3(c).
- (c) Nothing contained or implied in this Easement Instrument shall be deemed to compel the Grantee to avail itself of the rights hereby granted, and the Grantee may, from time to time and at any time, discontinue and thereafter recommence exercising the rights herein contained at will.
- (d) The Grantor may place any new buildings, structures, fences, plant, equipment, or temporary or permanent improvements of any nature or excavate or undertake any works within the Easement Areas unless the same are likely to cause a material obstruction or interference to the Grantees' operations. Prior to exercising its rights under this clause, the Grantor must first consult with and obtain the Grantee's prior written consent, which will not be unreasonably withheld.
- (e) In relation to the Water Storage Easement Area, the Grantor may park any vehicles or machinery, store any goods, materials, tools, machinery, equipment or other property (whether temporarily or otherwise), or allow stock to graze in the Water Storage Easement Area unless it is likely to cause a material obstruction or interference to the Grantee's operations in which case the prior written consent of the Grantee will be required, which will not be unreasonably withheld.
- (f) In the event that the Grantor breaches any provision of this Easement Instrument, the cost of the repair and reinstatement of any Pipelines, Water Storage Facilities, or other Infrastructure, and any Right of Way and any other costs and expenses whatsoever incurred by the Grantee in connection with such breach shall be a debt due by the Grantor to the Grantee recoverable upon demand.
- (g) In the event that any Pipeline, Water Storage Facility, or other Infrastructure fails, whether through the breach of any provision of this Easement instrument by the Grantee or otherwise, the Grantee will immediately repair and make good any damage to the Land and any Pipelines, Water Storage Facilities, other Infrastructure, or Right of Way. If the Grantee fails to undertake the required works, the Grantor may cause the works to be done and the cost such repair incurred by the Grantor shall be recoverable from the Grantee by the Grantor on demand

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- (h) The Grantor will not, by any non-hand held method, alter the level of the surface of the Easement Areas without the prior written consent of the Grantee, which will not be unreasonably withheld.
- (i) The Grantor may not restrict physical access to the Easement Areas, without providing the Grantee with such keys, remote controls or access codes as are necessary to enable the Grantee to access the Land and Easement Areas at all times or as is reasonably necessary to exercise its rights under the Easements. The Grantor shall be responsible for arranging and the costs of providing the first set of keys, remote controls or access codes to the Grantee. If additional sets are required by the Grantee due to loss or additional demand, the Grantee shall be responsible for the costs of additional sets of keys or remote controls.
- (j) These Easements are not in substitution for, and are without prejudice to, such statutory or other rights and authorities that the Grantee may have in respect of the Land, including any rights under the Local Government Act 2002, Local Government Act 1974 and the Local Government (Auckland Council) Act 2009, the Public Works Act 1981 and any successor legislation.
- (k) The ownership of any Pipeline, Water Storage Facility, or Infrastructure constructed or installed in, under, on, over, through and along any Easement Area or the Land from time to time by the Grantee pursuant to this Easement Instrument shall at all times remain vested in the Grantee and no person shall have any interest in such Pipelines, Water Storage Facilities, or Infrastructure by reason only of having an interest or estate in the Land.
- (l) This grant, and its covenants and conditions, shall be binding upon the executors, administrators, successors in title and assignees of the Grantor and the Grantee.