

TE ĀKITAI WAIOHUA
and
TE ĀKITAI WAIOHUA SETTLEMENT TRUST
and
THE CROWN

DEED OF SETTLEMENT SCHEDULE:
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1. STATEMENTS OF ASSOCIATION

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Arch Hill Scenic Reserve (as shown on deed plan OMCR-131-011)

Arch Hill Scenic Reserve is known for Waiōrea (Western Springs) further west, which is an area that includes the lake and creek that flow out to the Waitematā Harbour overlooking Te Tokaroa (Meola Reef). Waiōrea was known for its fishing and the availability of long finned eels (ōrea) in the waterways.

Arch Hill Scenic Reserve is also known for the water spring Te Ipu Pakore further east that used to be one of the main water wells supplying nearby Maungawhau (Mt Eden) pā (settlement). The name Ipu Pakore or 'Cracked Water Bowl' initially refers to Waiohūa women who were ambushed after returning from the spring. However, it also refers to a later incident in Arch Hill involving a massacre of Waiohūa people that took place when the pā and water spring were taken, following the death of Kiwi Tāmaki, paramount chief of Te Ākitai Waiohūa. It is seen by Te Ākitai Waiohūa as a tapu (sacred) place and urupā (burial ground) in commemoration of the deaths of many Waiohūa.

The lava caves under the Mt Eden area also house Ngā Anawai or the watery caverns that are thought to spread throughout the wider region including Arch Hill. These caverns provided water and food in other areas and include a network of related sites such as the water springs Mahuru and Te Puna a Rangī, the cave Te Ana a Rangī and the lake Te Roto a Rangī. The use of the name Rangī comes from Rangihūamoā, the wife of the paramount chief of Waiohūa, Huakaiwaka. Huakaiwaka is the grandfather and Rangihūamoā the grandmother of Kiwi Tāmaki, progenitor of Te Ākitai Waiohūa.

The historical, cultural and spiritual association of Te Ākitai Waiohūa with Arch Hill Scenic Reserve is essential to the preservation and affirmation of its tribal identity.

It is an area associated with Waiohūa through to the end of Kiwi Tāmaki's leadership at a time when the community was at its height in strength, unity and stability. Waiohūa engaged in traditional and symbolic cultural practices in Arch Hill in recognition of the sacred springs, lakes and water caverns in the area. However, it is also a tapu area that commemorates the passing of many Waiohūa lives.

Thus the history of Arch Hill Scenic Reserve serves as a record of the stories and experiences that have shaped Te Ākitai Waiohūa to this day and will continue to do so in the future.

Cameron Town Historic Reserve (as shown on deed plan OMCR-131-012)

Camerontown is a part of the southern region of Pukekohe near the Waikato River that incorporates traditional sites at Te Ia, Takaruru and Purakau. Due to its location, the area was used by Te Ākitai Waiohūa as a waka (canoe) landing site and thoroughfare for trade and transport from Port Waikato in the west moving east along the Waikato river towards Tuakau and Pokeno. Camerontown is in close proximity to the Waikato River, an awa (river) of great importance to Te Ākitai Waiohūa as a landmark, natural resource, boundary marker, transport route and waterway of spiritual and cultural significance.

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The Waikato River is also seen as a living entity with its own mauri (life essence) and mana (prestige), that are representative of the iwi associated with the awa. The waters of the river are used for traditional healing and cleansing rituals. The Waikato River has its own taniwha or spiritual guardians that protect it as kaitiaki (stewards), along with associated local iwi. As a result, the Waikato River is seen as a taonga (treasure) of cultural and spiritual importance to Te Ākitai Waiohū.

This waterway is a natural source of fresh water and food, ranging from inanga (whitebait) and tuna (eel) through to watercress. It was also a vital transport route facilitating travel, exploration, communication and trade throughout the region, with various waka landing sites and kainga (settlements) along its shores.

The historical and cultural association of Te Ākitai Waiohū with Camerontown is important providing access to the Waikato River and its wealth of natural resources. Thus the history of Camerontown serves as a record of stories and experiences that will continue to guide the people of Te Ākitai Waiohū into the future.

Coastal statutory acknowledgement area (as shown on deed plan OMCR-131-037)

The shores of Hikurangi (Waitakere Ranges) and the Hauraki Gulf (Tīkapa Moana) through to the Manukau and Waitematā Harbours, are vital coastal areas to Te Ākitai Waiohū.

Te Ākitai Waiohū maintains an enduring association with the coastal marine area, incorporating the western coast of Hikurangi from Woodhill in the north, to Whatipu in the south, through to the Manukau Harbour in its entirety, across to the Waitematā Harbour and out to the Hauraki Gulf, from Whangaparaoa in the north to Orere Point in the south ('the Coastal Area').

The Coastal Area was the primary means of obtaining fresh kaimoana (seafood), incorporating a variety of fish and shellfish, as well as accessing coastal bird roosting and nesting sites. Some food was also prepared by smoking, drying or curing before it was stored at appropriate sites along the coast. In a time when fish, birds and shellfish were the primary sources of protein, the sustenance provided by the Coastal Area was not just significant, but critical to the survival of Te Ākitai Waiohū and their ancestors. Different bodies of water and parts of the Tāmaki Makaurau coastline provided access to kaimoana that varied depending on location and season.

A vast selection of shellfish including Pipi, Tuangi (Cockle), Tio (Pacific Oyster), Tīpa (Scallop), Kutai (Mussels), Kuku (Freshwater Mussel), Tio Para (Rock Oyster), Pupu (Cats eye), Peraro (Scimitar Shell), Koura (Crayfish), Papaka (Crab), Titiko or Karahu (Mud Snail), Hanikura (Wedge Shell), Pupu rore (Volute), Kaikaikaroro (Ostrich Foot Mollusc), Kawari (Whelk), Ngaeti (Periwinkle), Ngakihi (Limpet), Tuatua, Kina (Sea Urchin or Sea Egg) and, in specific places, Toheroa, are found in the Coastal Area.

Gathering such a wide variety of shellfish species was possible in the harbours alone which were seen as natural 'foodbowls'. The shallow, sandy intertidal environment of the Manukau Harbour is more appropriate to some species while the deeper waters of the Waitematā Harbour are better suited to others. The same is true of shellfish in the cooler, choppy waters of the Hikurangi coast compared to the warmer, calmer environment of the Hauraki Gulf.

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Similarly Mango (Shark), Whai (Stingray), Tuna (Eel), Patiki (Flounder), Tamure (Snapper), Kanae (Mullet), Arara (Trevally), Tarakihi, Kahawai, Moki, Kahu (Kingfish), Koinga or Pioke (Dogfish), Parore (Black Bream), Puwhaiiau (Gurnard), Hapuku (Groper), Mohimohi (Pilchard), Uku (Skate) and, in some areas, Inanga (Whitebait) are all fish that were traditionally caught in the Coastal Area.

Catching such fish demanded an intimate knowledge of the ideal water temperature and conditions, migration patterns and spawning grounds of different species. The Manukau Harbour was known to empty in the autumn months as fish returned to the deeper waters of the ocean during the winter. However, the fish would return from the open sea again in the spring months to spawn in the warmer waters of the harbour.

The people of Te Ākitai Waiohua were able to maximise the amount of fish caught while making allowances for spawning to occur, thus ensuring future stocks were adequately replenished.

Various species of migratory birds also nest along the shores of the Coastal Area. The name of the Manukau Harbour is said to originate from the existence of these colonies with "Manukau Noa Iho" meaning "just birds" as a reference to what was initially heard and found in the harbour area.

Local birdlife including the Kotuku (Heron), Takapu (Gannet), Kawaupaka or Parekareka (Shag), Parera (Duck), Tete (Teal), Tuturiwhatu (Dotterel), Karoro (Gull), Tara (Tern), Torea (Oystercatcher), Pohowera (Dotterel), Kuaka (Godwit), Kereru (Wood Pigeon), Ruru (Morepork), Oi (Petrel), Kotare (Kingfisher), Pihoihoi (Pipit), Riroriro (Warbler), Piwakawaka (Fantail) and Korora (Penguin) can be found in the Coastal Area.

These birds were captured and in some cases their eggs gathered for food. The feathers of specific birds, such as the Kotuku, were also worn or weaved into clothing. Key bird roosting sites in the Manukau Harbour were traditionally found at Māngere, Onehunga, Te Motu a Hiaroa (Puketutu Island), Kohia (Wiroa Island), Ihumātao, Puhinui, Waimahia (Weymouth), Karaka, Paraheka (Seagrove), Whakarongotukituki (Auckland Airport) and Whatāpaka (Clarks Beach). The Hikurangi coast also has bird gathering sites with Takapu (Gannet) and Tete (Teal) colonies as far north as Te One Rangatira (Muriwai Beach.)

The Coastal Area was a crucial means of transportation by waka (canoe) throughout the region. This is particularly true of Tāmaki Makaurau, which is dominated by its harbours and became a place where waka travel was much faster and more efficient than trekking over land.

To assist in travel, various landmarks were used as navigation points and boundary markers. In the Coastal Area, these markers were usually motu (islands) or notable features along the coastline such as naturally elevated headlands. In Tāmaki Makaurau, the numerous maunga on the mainland also served as obvious landmarks that can be easily seen from the Coastal Area.

Travelling conditions along the western parts of Tāmaki Makaurau were viewed as treacherous. The rocky coastline of Hikurangi is open to the cold, harsh waters of Te Tai o Rehua (Tasman Sea). The Manukau Harbour, although less exposed, is no less dangerous with its shallow waters, strong tidal currents and shifting sandbanks. This is particularly true for the narrow entrance of

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the Manukau Harbour, which features a series of sand bars that have a long-standing reputation of stranding and sinking vessels.

This is reflected in a traditional story behind the name for the Manukau Harbour, Te Manukanuka a Hoturoa 'the anxiety of Hoturoa' which is a reference to Hoturoa, the captain of the Tainui waka. It is said Hoturoa became anxious when the Tainui waka first approached the Manukau heads and its dangerous sand bars, which led to the name for the harbour.

The inner sections of the Manukau Harbour are no less complicated and contain a network of water channels and beds to navigate. The northern channels Wairopa and Purakau flow between the Motukaraka, Karore, Oriori and Te Tau banks, while the southern channels, Papakura and Waiuku, flow around the Hikihiki, Poutawa, Hangore and Huia banks.

In comparison the Hauraki Gulf and Waitematā Harbour, with its deeper navigable channel, gentle current and limited tidal range, feature much calmer waters with Rangitoto island and the numerous other motu in Tīkapa Moana providing some shelter from the South Pacific Ocean.

The name Waitematā or 'water of Te Matā is said to come from Kahumatamomoe of the Te Arawa waka when he laid his mauri stone Te Matā on Boat Rock in the harbour south west of Te Matare o Mana (Kauri Point).

The Coastal Area was and continues to be a vital transport route facilitating travel, exploration, communication and trade throughout Tāmaki Makaurau. Sites along the coastline were selected to build and maintain waka. Strategically placed waka landing and launch sites were also identified along the shores of the Coastal Area, some leading on to waka portages over land.

The Māngere inlet is a key transport route between the main harbours of Tāmaki Makaurau. There is a waka (canoe) portage Te Tō Waka that connects the eastern section of the Manukau Harbour from the Māngere inlet over land in Ōtāhuhu through to the Tāmaki River (Te Wai o Taiehu or Te Waimokoia) and on to the Waitematā Harbour and Hauraki Gulf. The waka portage is just over one kilometre in length and represents the shortest distance between the eastern and western coasts of Tāmaki Makaurau. This is also the shortest distance between the Tasman Sea and South Pacific Ocean in Aotearoa, making it a logical passage for travel.

Numerous other motu of significance to Te Ākitai Waiohua populate the entire Coastal Area.

Te Motu a Hiaroa (Puketutu Island) is the largest island in the Manukau Harbour. It was occupied and cultivated by Waiohua and their Ngā Oho ancestors dating back to the first arrival and settlement of people in Tāmaki Makaurau. Given its ancient history, Te Motu a Hiaroa is a tapu (sacred) island that featured a series of stonefields or stone walls for kumara and food gardens, defensive fortifications and tuahu or places of worship to engage in ceremony.

Waiohua also utilised seasonal fishing settlements in the Manukau Harbour which were based on motu, including Paraurekau (Pararekau Island), Waikirihinau (Kopuahingahinga Island), Orewa and Puketakauere (Shark Island).

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The Waitematā Harbour also features notable motu including Pahiki (Herald Island) and Motumanawa (Pollen Island). Motungaegae (Watchmans Island) off the coast of Herne Bay was said to be a former Waiohū pā site based on a motu that was much larger than the sandstone islet that exists today.

The Hikurangi coast and Manukau heads feature a series of rocky islets from Whatipu north to Te One Rangitira. These include Motutara, Ohaea (Oaia Island), Kauwahaia, Te Ihumoana, Taitomo, Panatahi, Paratutai, Taitomo (Camel Rock), Te Piha (Lion Rock), Te Marotiri o Takamiro (Cutter Rock) and Te Toka Tapu a Kupe (Ninepin Rock). In ancient times, a food gathering landscape named Paorae was also said to exist around the Manukau heads. This openly exposed terrain with shifting sands and ceaseless erosion did not survive beyond the 18th Century.

The Tikapa Moana motu of significance to Te Ākitai Waiohū are located from Tiritiri o Matangi (Tiritirimatangi Island) in the north at Whangaparaoa through to Rangipukea in the east, on the coast of the Coromandel. Between these particular motu lie Motukorea (Browns Island), Ratoroa (Rotoroa Island), Motuhurakia (Rākino Island), Motutapu, Motuihe, Rangitoto, Waiheke, Pakatoa, Ponui and Pakihi, all of which are closely associated with the volcanic history of the Hauraki gulf. Tikapa (Gannet Rock) sits north of Waiheke Island and is named after the sobbing sound made by tidal waters against the islet. These motu were not only used as landmarks, but were places of shelter.

The importance of the coastal areas for food and transport also meant that many Te Ākitai Waiohū pā and kainga (settlements) were built along the coastline or on motu. These sites were used to defend and take advantage of the natural resources and transport routes provided by the Coastal Area. Key coastal kainga at Ihumātao, Pūkaki, Māngere, Karaka and Waimihia (Conifer Grove) were still occupied by Te Ākitai Waiohū through to the 19th Century.

Many pā or kainga were strategically built on headlands and naturally elevated sections of motu or the coast, to provide a strategic vantage point overlooking the surrounding area. Natural landmarks on the coast were also used by Te Ākitai Waiohū to signify events, associations, boundaries or navigation points. Coastal settlements usually featured natural escape routes to avoid extensive conflict as they did not have the defensive features of inland pā, such as those based on maunga, to defend resources or transport routes. Te Puponga in Hikurangi was used as a fishing boundary marker and navigation point for entering the Manukau Harbour. The Karangahape pā site is at Puponga Point in Karangahape (Cornwallis).

The waters of the Coastal Area are also seen as a living entity with its own mauri (life force) and mana (prestige), representative of the iwi associated with these waters. The life sustaining waters of the Coastal Area are a sacred resource with cleansing, purifying and healing properties that must be nurtured and protected. The various bodies of water have their own taniwha or spiritual guardians associated with them. As kaitiaki (stewards), these taniwha protect the waters and natural resources along with iwi associated with the area.

As a result, the Coastal Area is seen as a taonga of great cultural and spiritual significance to Te Ākitai Waiohū.

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Kaiwhare is a taniwha associated with the Manukau Harbour and the Hikurangi coast at Piha that takes the form of a colossal sting ray. Kaiwhare is said to have formed the Manukau Harbour with its various sand banks and channels by the thrashing of his tail. Ureia is a taniwha that takes the form of a whale and is associated with the Waitematā Harbour and Hauraki Gulf, south to the Firth of Thames. The taniwha Taramainuku guards the entrance to the Manukau Harbour. The taniwha Te Mokoroa watches the tuna (eels) and fish of Waitakere through to the western reaches of the Waitematā Harbour from his lair at Te Mokoroa. Paikea, a taniwha guarding the Hikurangi coastline, is said to stay at Anawhata and venture as far south as the Manukau heads. Te Moko Ika Hikuwaru is the reptilian guardian taniwha of Te Wai o Taikhehu or Te Waimokoia (Tāmaki River) that resides at Te Kai o Hikuwaru or Te Wai Roto o Moko Ika (Panmure Basin).

These taniwha provide important tohu or signs that, although the Coastal Area sustains the people of Te Ākitai Waiohū by providing them with invaluable food and resources, the region can also be a dangerous place if it is not valued or afforded the appropriate respect.

Taniwha and the ancient ancestors of Te Ākitai Waiohū associated with the Coastal Area are still recognised today through pepeha, karakia, waiata and traditional stories. They are also cultural representations of tikanga, kawa and kaitiakitanga that continue to be expressed and applied by the people of Te Ākitai Waiohū today.

Te Ākitai Waiohū hold an ancient customary association with the coastal marine area, which has eternally sustained the existence of the people of Tāmaki Makaurau, as a means of transport, by obtaining food and other basic necessities of life. There is a corresponding cultural perspective that such a crucial relationship demands ongoing respect and recognition. Thus the historical and spiritual connection of Te Ākitai Waiohū with the coastal marine area is viewed as essential to the preservation of its very existence and an affirmation of its identity as a people.

Drury Conservation Area (as shown on deed plan OMCR-131-013)

Drury is a region of significance to Te Ākitai Waiohū that provided access to the Manukau Harbour and its wealth of natural resources.

Drury featured seasonal settlements, fishing and kaimoana (seafood) gathering sites and waka landing areas at key points around Drury Creek leading out to the wider Pahurehure inlet. Due to its location, Drury was an important transport corridor to the Manukau Harbour from the kainga in Ramarama and Tuhimata including Te Maketu.

Waiohū also utilised seasonal fishing settlements based mainly on the motu (islands) in the Pahurehure inlet, which include Paraurekau (Pararekau Island), Waikirihinau (Kopuahingahinga Island) and the eastern islet of Orewa. These motu are all located at the mouth of Drury Creek in modern day Bottle Top Bay. The fishing resources in this specific region were very significant to Te Ākitai Waiohū.

The historical, cultural and spiritual association of Te Ākitai Waiohū with Drury is important to the preservation and affirmation of its tribal identity.

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The region was a place of sustenance for generations of Waiohua in ancient times providing access to the Manukau Harbour and its resources right through to the 19th Century when the community was set to take part in the emerging Auckland economy. Thus the history of Drury serves as a record of stories and experiences that will continue to guide the people of Te Ākitai Waiohua into the future.

Drury Creek Islands Recreation Reserve (as shown on deed plan OMCR-131-014)

Drury is a region of significance to Te Ākitai Waiohua that provided access to the Manukau Harbour and its wealth of natural resources.

Drury featured seasonal settlements, fishing and kaimoana (seafood) gathering sites and waka landing areas at key points around Drury Creek leading out to the wider Pahurehure inlet. Due to its location, Drury was an important transport corridor to the Manukau Harbour from the kainga in Ramarama and Tuhimata including Te Maketu.

Waiohua also utilised seasonal fishing settlements based mainly on the motu (islands) in the Pahurehure inlet, which include Paraurekau (Pararekau Island), Waikirihinau (Kopuahingahinga Island) and the eastern islet of Orewa. These motu are all located at the mouth of Drury Creek in modern day Bottle Top Bay. The fishing resources in this specific region were very significant to Te Ākitai Waiohua.

The historical, cultural and spiritual association of Te Ākitai Waiohua with Drury is important to the preservation and affirmation of its tribal identity.

The region was a place of sustenance for generations of Waiohua in ancient times, providing access to the Manukau Harbour and its resources right through to the 19th Century when the community was set to take part in the emerging Auckland economy. Thus the history of Drury serves as a record of stories and experiences that will continue to guide the people of Te Ākitai Waiohua into the future.

Goldie Bush Scenic Reserve (as shown on deed plan OMCR-131-015)

Goldie Bush (also known as Goldie's Bush) is located in Hikurangi (Waitakere), an area that Te Ākitai Waiohua has had an association with since the time of its Waiohua ancestors Ngā Oho and Ngā Iwi.

Goldie's Bush is fed by the Mokoroa Stream which flows from the nearby Mokoroa Falls. Mokoroa is also the name of the local taniwha or spiritual guardian associated with the Waitakere ranges. This taniwha is said to watch over the tuna (eels) and fish in the region.

Goldie's Bush is bordered by Muriwai and Te Henga (Bethells Beach) to the west, Kumeu and Taupaki to the north, Anawhata to the south and Massey to the east. Due to its location, interests in the area have at times been contentious and vigorously defended by different iwi. Goldie's Bush was also a place of refuge during periods of conflict that occurred in Tāmaki Makaurau right through to the mid-19th Century.

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Hikurangi was also useful to Te Ākitai Waiohua for collecting forest based raw materials, alternative food sources and fishing the numerous waterways.

Te Ākitai Waiohua asserted its ancestral interests in Hikurangi well into the 1850s through paramount chief Ihaka Takaanini and land transactions that occurred in the region.

The historical association of Te Ākitai Waiohua with Goldie's Bush as a place of protection and sustenance is important to the preservation and affirmation of its tribal identity in Tāmaki Makaurau.

Kirikiri (as shown on deed plan OMCR-131-016)

Papakura is of great significance to Te Ākitai Waiohua as a place of continued occupation and cultivation.

The eastern section of Papakura is also known as Kirikiri that incorporates Pukekōiwiriki (Red Hill) a maunga (mountain) pā (settlement) site occupied by Waiohua and their Ngā Oho, Ngā Iwi and Ngā Riki ancestors. This connection continued through to the time of Te Ākitai Waiohua in the 19th Century led by paramount chiefs Ihaka Takaanini and his father Pepene Te Tihi. The name Pukekōiwiriki or 'hill of the small skeleton' relates to the remains of ancient chiefs at this site that permanently stained the earth red with blood. The name Red Hill is also a reference to the naturally red soil found in the region.

The numerous maunga in Tāmaki Makaurau made ideal pā sites in their time, providing protection to the people living there with defensive measures that took full advantage of higher ground. The location of Pukekōiwiriki overlooking the Manukau Harbour to the west and Hunua ranges to the east made it a strategically important landmark. The adaptable, fertile soils surrounding the maunga also offered opportunities to grow food gardens supported by nearby waterways at Hays Creek and Kirikiri Stream. The proximity to the Manukau Harbour for food and transport and Hunua ranges for refuge and forest materials also made the maunga suitable for settlement.

By the 19th Century fortified hilltop pā had been abandoned in favour of kainga (settlements) suitable for food cultivation that were closer to resources and transport routes. In this time Te Ākitai Waiohua settled mainly at Te Aparangi located at the base of the former pā at Pukekōiwiriki. After the arrival of settlers, the people of Te Aparangi grew fruit, vegetables and other produce to trade and take advantage of the burgeoning Auckland market.

The historical, cultural and spiritual association of Te Ākitai Waiohua with Papakura, Pukekōiwiriki and Kirikiri is essential to the preservation and affirmation of its tribal identity.

The region was a place of protection and sustenance for generations of Waiohua in ancient times through to the 19th Century, when the community was set to take part in a new world through the emerging Auckland economy. Waiohua engaged in traditional and symbolic cultural practices at Papakura, but it was also home to the people who lived, fought and died there. Thus, the history of Papakura serves as a record of stories and experiences that will continue to guide the people of Te Ākitai Waiohua into the future.

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Mangatāwhiri Forest Conservation Area (as shown on deed plan OMCR-131-017)

The valleys and forests of Hunua and Mangatāwhiri are areas of significance to Te Ākitai Waiohūa that provided access to shelter and a wealth of natural resources. This region also has a deeply sensitive connection to Te Ākitai Waiohūa with the Land Wars of 1863 as the Mangatāwhiri Forest Conservation Area forms a part of the East Wairoa block.

Te Hunua is associated with inland pā (settlements) and kainga (villages) of Te Ākitai Waiohūa at Papakura, Kirikiri and Pukekōiwiriki (Red Hill). Takapau Totara, the general area below Hunua, is closely connected to inland pā and kainga based in Paparimu (Happy Valley), Paparata, Te Ararimu and Ramarama.

The Hunua ranges and Mangatāwhiri forest were significant sites that supplied the people of Te Ākitai Waiohūa living in the region with vital resources, including food - particularly kereru (wood pigeon) - as well as medical and building materials. It was also an important place of refuge in times of conflict. Further into the valley and forests, occupation was seasonal due to the difficult terrain that rendered it unsuitable for enduring cultivation.

The region features a series of significant waterways including the Wairoa and Mangatāwhiri rivers and smaller tributaries. These life sustaining watercourses provided food and resources. Waka portage routes also followed the waterways south along the Mangatāwhiri river through to the Waikato river and north from Mangatāwhiri and Pokeno through to Paparimu and Te Ararimu.

These portages were defended with pā and kainga deliberately built close to the trails.

Te Ākitai Waiohūa occupied and cultivated at Te Ruahine, a kainga based in Paparimu (Happy Valley) located in the upper reaches of Mangatāwhiri.

The historical, cultural and spiritual association of Te Ākitai Waiohūa with Hunua and Mangatāwhiri is important to the preservation and affirmation of its tribal identity. The region was a place of protection, sustenance and resource collection for generations of Waiohūa and their ancestors. Thus the history of Hunua and Mangatāwhiri serves as a record of stories and experiences that will continue to guide the people of Te Ākitai Waiohūa into the future.

Māngere Conservation Area (as shown on deed plan OMCR-131-018)

Māngere is of fundamental importance to Te Ākitai Waiohūa as a place of continued occupation and cultivation, which can be expressed through the coastal site at Māngere Conservation Area that overlooks the Manukau Harbour.

Māngere is named after Ngā Hau Māngere or 'the gentle (lazy) breezes' and features a series of significant sites. A pā (settlement) was built on Te Pane-o-Mataaoho (Māngere Mountain) to the south of Māngere Conservation Area and Rose Garden Reserve with gardens and cultivations extending down to the coast of Manukau Harbour that were sectioned off with stone boundaries. Remnants of such stonefields still exist today at Ambury Park in Māngere and other nearby places.

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The adaptable, fertile soils surrounding the maunga also offered opportunities to grow food gardens supported by nearby freshwater springs (puna) and waterways such as Māngere lagoon and Te Ararata Creek (Tarata or Blackbridge Creek), which lies immediately east of Mangere Conservation Area and Rose Garden Reserve.

Various species of migratory birds nest along the shores of Māngere which is where one account for the name of Manukau Harbour originates - "Manukau Noa Iho" meaning "just birds" as a reference to what was initially heard and found in the harbour area. The coastal location next to the harbour and across from the Tāmaki isthmus provided free and open access, making Māngere suitable as a place for settlement, fishing and trade.

By the 19th Century, Te Pane-o-Mataaoho was abandoned in favour of kainga (settlements) closer to resources and transport routes at Pūkaki and Ihumātao. Te Ararata was a kainga (settlement) in Māngere close to the nearby creek of the same name. Whakarongo was the name given to the flatlands underneath Te Pane-o-Mataaoho now known as Māngere Bridge. Taotaoroa (Māngere Central) or 'the extensive plains' is a volcanic flatland featuring soils used for growing food and plants suitable as medicine and weaving materials.

Kiwi Tāmaki, the founding ancestor of Te Ākitai Waiohua and paramount chief of Waiohua in his time, seasonally moved between different maunga pā sites including Te Pane-o-Mataaoho and stayed at each of them as it came time to harvest various types of food - fish, shellfish, birds, bird eggs and vegetables.

The numerous maunga pā and kainga in the region were occupied by generations of Waiohua and ancestors through to the end of Kiwi Tāmaki's leadership in the 18th Century when the community was at its height in strength, unity and stability. This connection continued through to the time of Te Ākitai Waiohua in the 19th Century led by paramount chiefs Ihaka Takaanini, his father Pepene Te Tihi and cousin Mohi Te Ahi a Te Ngu.

Other Te Ākitai Waiohua tūpuna (ancestors) such as the chief Whatuturoto, the father of Huakaiwaka, lived locally. Huakaiwaka is the eponymous ancestor of Waiohua and grandfather of Kiwi Tāmaki.

North east of Mangere Conservation Area there is a waka (canoe) portage at Ōtāhuhu connecting the Manukau and Waitematā Harbours together from the Māngere inlet across to the Tāmaki River. The waka portage Te Tō Waka is just over one kilometre in length and represents the shortest distance between the eastern and western coasts of Tāmaki Makaurau. This is also the shortest distance between the Tasman Sea and South Pacific Ocean in the country, making it a logical passage for travel.

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

The region was a place of protection and sustenance for generations of Waiohua in ancient times through to the 19th Century when the community was set to take part in the emerging Auckland economy. Waiohua engaged in traditional and symbolic cultural practices at Māngere in ancient times, but it was also home to the people who lived, fought and died there.

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1.1: STATEMENTS OF ASSOCIATION

Thus the history of Māngere serves as a record of stories and experiences that will continue to guide the people of Te Ākitai Waiohū into the future.

Matukutūreia / McLaughlins Mountain area (as shown on deed plan OMCR-131-020)

Matukutūreia is a Waiohū pā site that was also utilised for kumara and food gardens. It is an important landmark in Wiri that can still be seen from the Te Ākitai Waiohū marae at Pūkaki (Pūkaki Marae).

The numerous volcanic maunga (mountains) in Tāmaki Makaurau, including Matukutūreia, made ideal pā 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, construct terraces, walls, storage pits and mounds along the slopes and adjoining areas.

The gardens and cultivations of Matukutūreia extended into the surrounding region of Puhinui and were sectioned off with stone boundaries. These walls were also used for gardening, cooking, heating and basic defence. Although most of the local stonefields have been destroyed, there are remnants that can still be seen today. The Otakawai and Puhiroa stonefields of Matukutūreia are some of the only places in Tāmaki Makaurau to feature ancient stonefields that are still intact.

The Puhinui creek and stream were both close enough to the maunga to meet the needs of the pā for travel and to supplement its fresh water sources including Waitapu, the main Matukutūreia puna (spring). The location of the pā next to the Manukau Harbour was also convenient for transport purposes and the gradient of the maunga provided natural irrigation to its gardens, as groundwater flowed out to the sea.

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

Matukutūreia is one of a pair of volcanic cones known as Ngā Matukurua or 'the two bitterns.' The other nearby cone is Matukutūruru (Wiri Mountain) located north east of Matukutūreia. Matuku means 'bittern', tu is 'to stand' and ruru means 'morepork', while reia is 'to fall away.' So Matukutūruru is 'the watchful bittern' or 'bittern standing alert' named after the Waiohū chief whose vigilance saved his people from being attacked at the pā. Matukutūreia is the 'careless bittern' or 'bittern standing at ease' named after the chief who was assaulted at his pā after falling asleep at the end of a fishing expedition.

Although the entire maunga has been quarried away, Matukutūruru was also a significant pā site in its time. The twin peaks of Ngā Matukurua represented the two bitterns sitting side by side that sustained the people living there. Physical remnants of the Matukutūruru maunga still remain underneath the area as the Wiri Lava Caves, a 290 metre subterranean cavern of national geological significance. The protection and preservation of the Wiri Lava Caves are of special importance to Te Ākitai Waiohū, as the surviving physical link to the original maunga at Matukutūruru.

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Wiri, the contemporary name of Ngā Matukurua and surrounding suburb, is derived from Te Wirihana Takaanini, a chief of Te Ākitai Waiohua and direct descendant (great great grandson) of Kiwi Tāmaki. The suburb was formerly known as Woodside before the name was changed to Wiri in the early 20th Century. South of Wiri is the suburb Takanini, which is a misspelling of Takaanini, named after Ihaka Takaanini a paramount chief of Te Ākitai Waiohua and father of Te Wirihana.

The historical, cultural and spiritual association of Te Ākitai Waiohua with Matukutūreia 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 Tāmaki'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.

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

Maungapikitia area (as shown on deed plan OMCR-131-019)

Māngere is of fundamental importance to Te Ākitai Waiohua as a place of continued occupation and cultivation. Māngere is named after Ngā Hau Māngere or 'the gentle (lazy) breezes' and features a series of significant sites.

A pā (settlement) was built on Te Pane-o-Mataaoho (Māngere Mountain), which is also known as Maungapikitia, with gardens and cultivations extending down to the coast of Manukau Harbour that were sectioned off with stone boundaries. Remnants of such stonefields still exist today at Ambury Park in Māngere and other nearby places. Mangere Mountain Education Centre is built at the foot of the maunga (mountain).

The numerous maunga in Tāmaki Makaurau made ideal pā sites in their time, providing protection to the people living there with defensive measures that took full advantage of higher ground. The pā at Te Pane-o-Mataaoho is well positioned to look across Tāmaki Makaurau in all directions - across the Manukau Harbour to the west, the Tāmaki isthmus to the north and the rest of Manukau to the east and south.

The adaptable, fertile soils surrounding the maunga also offered opportunities to grow food gardens supported by nearby freshwater springs (puna) and waterways such as Te Ararata Creek (Tarata or Blackbridge Creek) and Māngere lagoon.

Various species of migratory birds nest along the shores of Māngere which is where one account for the name of Manukau Harbour originates - "Manukau Noa Iho" meaning "just birds" as a reference to what was initially heard and found in the harbour area. The coastal location next to the harbour and across from the Tāmaki isthmus provided free and open access, making Māngere suitable as a place for settlement, fishing and trade.

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1.1: STATEMENTS OF ASSOCIATION

By the 19th Century, Te Pane-o-Mataaoho was abandoned in favour of kainga (settlements) closer to resources and transport routes at Pūkaki and Ihumātao. Te Ararata was a kainga (settlement) in Māngere close to the nearby creek of the same name. Whakarongo was the name given to the flatlands underneath Te Pane-o-Mataaoho now known as Māngere Bridge. Taotaoroa (Māngere Central) or 'the extensive plains' is a volcanic flatland featuring soils used for growing food and plants suitable as medicine and weaving materials.

Kiwi Tāmaki, the founding ancestor of Te Ākitai Waiohua and paramount chief of Waiohua in his time, seasonally moved between different maunga pā sites including Te Pane-o-Mataaoho and stayed at each of them as it came time to harvest various types of food - fish, shellfish, birds, bird eggs and vegetables.

The numerous maunga pā and kainga in the region were occupied by generations of Waiohua and ancestors through to the end of Kiwi Tāmaki's leadership in the 18th Century when the community was at its height in strength, unity and stability. This connection continued through to the time of Te Ākitai Waiohua in the 19th Century led by paramount chiefs Ihaka Takaanini, his father Pepene Te Tihi and cousin Mohi Te Ahi a Te Ngu.

Other Te Ākitai Waiohua tūpuna (ancestors) such as the chief Whatuturoto, the father of Huakaiwaka, lived locally. Huakaiwaka is the eponymous ancestor of Waiohua and grandfather of Kiwi Tāmaki.

Māngere is also associated with Mataaoho the vulcan deity responsible for the many volcanic cones spread throughout Tāmaki Makaurau. Māngere Mountain is known as Te Pane-o-Mataaoho or 'the head of Mataaoho'. Further north in the Tāmaki isthmus is Mt Eden or Maungawhau which is also called Te Ipu a Mataaoho or 'the food bowl of Mataaoho.' To the west of Māngere is Te Ihu a Mataaoho or 'the nose of Mataaoho', a name for the western-most coastline of Ihumātao including the hilltop pā Maungataketake. Other volcanic craters in the wider region including Māngere Lagoon, Waitomokia (Mt Gabriel), Kohuora (Kohuora Park), Ngā Kapua Kohuora (Crater Hill), Te Tapuwae a Mataaoho (Mt Robertson or Sturges Park) and Te Pūkakitapu o Poutūkeka (Pukaki Crater) are collectively known as Ngā Tapuwae a Mataaoho or 'the footprints of Mataaoho' that were created when Mataaoho roamed through Tāmaki Makaurau.

Te Pane-o-Mataaoho overlooks Te Motu a Hiaroa, a motu (island) off the south western shore of Māngere. Te Motu a Hiaroa was occupied and cultivated by Waiohua and their Ngā Oho ancestors dating back to the first arrival and settlement of people in Tāmaki Makaurau. Given its ancient history, Te Motu a Hiaroa is a tapu (sacred) island that featured a series of stonefields and stone walls for kumara and food gardens, defensive fortifications and tuahu or places of worship to engage in ceremony.

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

The region was a place of protection and sustenance for generations of Waiohua in ancient times through to the 19th Century when the community was set to take part in the emerging Auckland economy. Waiohua engaged in traditional and symbolic cultural practices at Māngere in ancient times, but it was also home to the people who lived, fought and died there.

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1.1: STATEMENTS OF ASSOCIATION

Thus the history of Māngere serves as a record of stories and experiences that will continue to guide the people of Te Ākitai Waiohūa into the future.

Meola Creek Quarry Reserve (as shown on deed plan OMCR-131-021)

Te Tokaroa (Meola Reef) is the name given to the rocky outcrop that runs from Point Chevalier into the Waitematā Harbour.

Te Tokaroa or 'the long reef' is said to have been created after the ancient chief Ruarangi was escaping from conflict with his brother Ohomatakamokamo at the Owairaka (Mt Albert) pā. Ruarangi fled through a lava tunnel called Te Ara Tomo o Ruarangi underneath Owairaka, which was named after Ruarangi when he became stuck in the passageway during his escape. Owairaka was also inhabited by the people of Waiohūa.

While fleeing to the coast of the Waitematā Harbour, Ruarangi threw rocks into the water to form a makeshift bridge and cross over to the North Shore. This bridge is known today as Te Tokaroa. An alternate name is Te Ara Whakapekapeka a Ruarangi or 'the jagged pathway of Ruarangi' in direct reference to the story of Ruarangi's escape from Ohomatakamokamo.

The historical, cultural and spiritual association of Te Ākitai Waiohūa with the natural features of Tāmaki Makaurau is essential to the preservation and affirmation of its tribal identity. Thus the history of Te Tokaroa serves as a record of the stories and experiences that have shaped Te Ākitai Waiohūa to this day and will continue to do so in the future.

Mutukaroa / Hamlin Hill (as shown on deed plan OMCR-131-022)

Mutukaroa is a former Waiohūa settlement.

In their time, the numerous maunga (mountain) in Tāmaki Makaurau, made ideal pā sites, providing protection to the people living there by taking advantage of the higher ground. Although Mutukaroa is not a volcanic cone, it is a maunga positioned between other volcanic cones and overlooks the Manukau Harbour in the south west, Waitematā Harbour in the north and Hauraki Gulf / Tikapa Moana in the north east. It was also accessible via the nearby Kāretu portage between the north-western section of Māngere inlet and the Tāmaki River, south of Te Kai o Hikawaru (Panmure Basin).

The settlement is also close to the Ōtāhuhu portage Te Tō Waka that connects the two harbours together from the western Māngere inlet over to the Tāmaki River. This made Mutukaroa a crucial site strategically as it helped to maintain control over a key waka transport route. The waka portage at Ōtāhuhu is just over one kilometre in length and represents the shortest distance between the eastern and western coasts of Tāmaki Makaurau. This is also the shortest distance between the Tasman Sea and South Pacific Ocean, making it an obvious passage for travel.

The existence of water springs and its close proximity to the adaptable, fertile soils of other volcanic cones provided the means to grow food gardens.

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Due to its location Mutukaroa was not heavily fortified and became more of a seasonal 'post' rather than a permanent kainga (settlement) for engaging in trade and related market gardening. However, it was close to two defended pā sites at Maungarei / Mount Wellington further north and Ōtāhuhu / Mount Richmond to the south, which were also occupied by Waiohua. In times of danger, the people shifted from Mutukaroa to take up defensive positions at the nearby volcanic pā.

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. The early history of Mutukaroa serves as a record of the stories and experiences that have shaped Te Ākitai Waiohua to the present day and will continue to do so in the future.

Ōtuataua Stonefields Reserve area (as shown on deed plan OMCR-131-023)

Ihumātao is of fundamental importance to Te Ākitai Waiohua as a place of continued occupation and cultivation. Ihumātao sits between Māngere and Te Motu a Hiaroa (Puketutu Island) in the Manukau Harbour. To the east, Māngere is named after Ngā Hau Māngere or 'the gentle' (lazy) breezes'

Te Motu a Hiaroa (Puketutu Island) is a motu (island) off the western shore of Ihumātao. Te Motu a Hiaroa was occupied and cultivated by Waiohua and their Ngā Oho ancestors dating back to the first arrival and settlement of people in Tāmaki Makaurau. Given its ancient history, Te Motu a Hiaroa is a tapu (sacred) island that featured a series of stonefields and stone walls for kumara and food gardens, defensive fortifications and tuahu or places of worship to engage in ceremony.

Ihumātao is one of the largest and oldest sites of consistent Māori occupation and cultivation in Tāmaki Makaurau. Pā were built on and around the volcanic maunga (mountains) in the area at Maungataketake (Ellets Mountain), Waitomokia (Mt Gabriel) and Ōtuataua and Pukeiti, the remnants of which are located on the quarry reserve sites. The gardens and cultivations of these pā extended into the surrounding areas and were sectioned off with stone boundaries.

Ōtuataua Stonefields Reserve is one of the last enduring examples of relatively unmodified stonefields that preserves ancient Māori occupation in Tāmaki Makaurau. The Ōtuataua stonefields are thought to have been in use from the time of initial Māori settlement through to the arrival of the first colonial settlers in Ihumātao. Other examples remain at Te Motu a Hiaroa and Ambury Park both in Māngere and Ngā Matukurua (Matukutūruru (Wiri Mountain) and Matukutūreia / McLaughlin's Mountain) in Wiri, to the south of Ihumātao. However, these surviving stonefields only show remnants of what used to exist. Other local natural features include Horako, an ancient fossilised kauri forest that sits along the coastline below Maungataketake.

The numerous maunga in Tāmaki Makaurau made ideal pā sites in their time, providing protection to the people living there with defensive measures that took full advantage of higher ground. The pā at Ihumātao overlooked the Manukau Harbour to the west and had views of surrounding areas including Puketutu (Pinnacle Hill) on Te Motu a Hiaroa, Te Pane-o-Mataaoho (Māngere Mountain) and Ngā Matukurua. The adaptable, fertile soils surrounding the maunga also offered opportunities to grow food gardens supported by nearby freshwater springs (puna) and waterways such as Ōruarangi and Waitomokia creeks. Various pits and underground lava caves can be

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found in the area which were used for burial, storage and ceremony. The coastal location next to the Manukau Harbour provided free and open access making Ihumātao suitable as a place for settlement, fishing and trade.

By the 19th Century fortified hilltop pā had been abandoned in favour of kainga (settlements) suitable for food cultivation that were closer to resources and transport routes.

In this time Te Ākitai Waiohua settled mainly at Ōruarangi, Otekiore, Tutau and Puketāpapa in Ihumātao. Moerangi is also said to have been a kainga and the name of the volcanic cone that sat within the Waitomokia crater. After the arrival of settlers, the people at Ihumātao raised stock and grew produce to trade and take advantage of the burgeoning Auckland market.

The numerous maunga (mountain) pā sites and kainga (settlements) in the region were occupied by Waiohua and their ancestors. This connection continued through to the time of Te Ākitai Waiohua in the 19th Century led by paramount chiefs Ihaka Takaanini, his father Pepene Te Tihi and cousin Mohi Te Ahi a Te Ngu.

Other Te Ākitai Waiohua tūpuna (ancestors) such as the chief Whatuturoto, the father of Huakaiwaka, lived locally at Maungataketake (Ellets Mountain) at Ihumātao. The residence of this chief is recognised with the name Ōwhatuturoto (Ōwhatu). Huakaiwaka is the eponymous ancestor of Waiohua and grandfather of Kiwi Tāmaki, the founding ancestor of Te Ākitai Waiohua.

The wider landscape of Ihumātao is also associated with Mataaoho the mythological vulcan deity responsible for the many volcanic cones spread throughout Tāmaki Makaurau. Te Ihu a Mataaoho or 'the nose of Mataaoho' is the name for the western-most coastline of Ihumātao including Maungataketake. Māngere Mountain is known as Te Pane-o-Mataaoho or 'the head of Mataaoho'. Further north in the Tāmaki isthmus is Mt Eden or Maungawhau which is also called Te Ipu a Mataaoho or 'the food bowl of Mataaoho.' Other volcanic craters in the wider region including Māngere Lagoon, Waitomokia (Mt Gabriel), Kohuora (Kohuora Park), Ngā Kapua Kohuora (Crater Hill), Te Tapuwae a Mataaoho (Mt Robertson or Sturges Park) and Te Pūkākītapu o Poutūkeka (Pukaki Crater) are collectively known as Ngā Tapuwae a Mataaoho or 'the footprints of Mataaoho' that were created when Mataaoho roamed through Tāmaki Makaurau.

Between 1847 and 1849 a Wesleyan Mission Station was established on the shores of the Manukau Harbour at Ihumātao due to the prevalence of Christianity in the area, which had been adopted by local Māori since the 1830's. The mission doubled as a Māori settlement and operated through to its closure in 1863.

Ihumātao is viewed by Te Ākitai Waiohua as a founding cornerstone of Kīngitanga because discussions occurred there in 1857 around who the first Māori King should be to represent the Kīngitanga Movement. After several days of dialogue the Waikato chief Potatau Te Wherowhero, who was living in Māngere at the time, became the first Māori King. The people of Te Ākitai Waiohua still adhere to Kīngitanga to this day.

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

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The region was a place of protection and sustenance for generations of Waiohua in ancient times through to the 19th Century when the community was set to take part in the emerging Auckland economy. Waiohua engaged in traditional and symbolic cultural practices at Ihumātao in ancient times, but it was also home to the people who lived, fought and died there.

Thus the history of Ihumātao serves as a record of stories and experiences that will continue to guide the people of Te Ākitai Waiohua into the future.

Paerata Scenic Reserve (as shown on deed plan OMCR-131-024)

Pukekohe is of great significance to Te Ākitai Waiohua as a place of continued occupation and cultivation.

Pukekohe is a place that has been inhabited and cultivated by Te Ākitai Waiohua and its ancestors through to the 19th Century. The adaptable, fertile soil and moist climate is appropriate for growing food gardens and the region is strategically placed between the Manukau Harbour to the north and Waikato River to the south. It also features important urupā (burial grounds) to inter Te Ākitai Waiohua ancestors.

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

The region was a place of protection and sustenance for generations of Waiohua in ancient times through to the 19th Century when the Te Ākitai Waiohua community was set to take part in the emerging Auckland economy. Thus the history of Pukekohe serves as a record of stories and experiences that will continue to guide the people of Te Ākitai Waiohua into the future.

Paparimu Conservation Area (as shown on deed plan OMCR-131-025)

The valleys and forests of Hunua and Mangatāwhiri are areas of significance to Te Ākitai Waiohua that provided access to shelter and a wealth of natural resources. This region also has a deeply sensitive connection to Te Ākitai Waiohua with the Land Wars of 1863 as the Paparimu Conservation Area forms a part of the East Wairoa block.

Te Hunua is associated with inland pā (settlements) and kainga (villages) of Te Ākitai Waiohua at Papakura, Kirikiri and Pukekōiwiriki (Red Hill). Takapau Totara is closely connected to inland pā and kainga based in Paparimu (Happy Valley), Paparata, Te Ararimu and Ramarama.

The Hunua ranges and Mangatāwhiri forest were significant sites that supplied the people of Te Ākitai Waiohua living in the region with vital resources, including food - particularly kereru (wood pigeon) - as well as medical and building materials. It was also an important place of refuge in times of conflict. Further into the valley and forests, occupation was seasonal due to the difficult terrain that rendered it unsuitable for enduring cultivation.

The region features a series of significant waterways including the Wairoa and Mangatāwhiri rivers and smaller tributaries. These life sustaining watercourses provided food and resources.

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Waka portage routes also followed the waterways south along the Mangatāwhiri river through to the Waikato river and north from Mangatāwhiri and Pokeno through to Paparimu and Te Ararimu.

These portages were defended with pā and kainga deliberately built close to the trails.

Te Ākitai Waiohua occupied and cultivated at Te Ruahine, a kainga based in Paparimu (Happy Valley) located in the upper reaches of Mangatāwhiri.

The historical, cultural and spiritual association of Te Ākitai Waiohua with Hunua and Mangatāwhiri is important to the preservation and affirmation of its tribal identity. The region was a place of protection, sustenance and resource collection for generations of Waiohua and their ancestors. Thus the history of Hunua and Mangatāwhiri serves as a record of stories and experiences that will continue to guide the people of Te Ākitai Waiohua into the future.

Raventhorpe Conservation Area (as shown on deed plan OMCR-131-026)

Raventhorpe Conservation Area is in Ramarama, which was a region of continued occupation for Te Ākitai Waiohua. The Raventhorpe blocks contain access to food and other traditional resources, fed by significant waterways and fresh water springs or puna.

The Ngakoroa Stream runs through the area from the Pahurehure inlet out to the Manukau Harbour and provided an obvious means for fishing and transportation. The Raventhorpe blocks gave Te Ākitai Waiohua access to forest based food sources and raw materials for medical or building purposes.

The Raventhorpe blocks are also close to the northern kainga (settlement) at Tuhimata, which grew produce for trade in the 19th Century, allowing Te Ākitai Waiohua to take advantage of the burgeoning Auckland market by selling their produce throughout the region.

The historical, cultural and spiritual association of Te Ākitai Waiohua with the Raventhorpe blocks is essential to the preservation and affirmation of its tribal identity, as the Ramarama region serves as a record of the stories and experiences that have shaped Te Ākitai Waiohua to this day and will continue to do so in the future.

Raventhorpe Scenic Reserve (as shown on deed plan OMCR-131-027)

Raventhorpe Scenic Reserve is in Ramarama, which was a region of continued occupation for Te Ākitai Waiohua. The Raventhorpe blocks contain access to food and other traditional resources, fed by significant waterways and fresh water springs or puna.

The Ngakoroa Stream runs through the area from the Pahurehure inlet out to the Manukau Harbour and provided an obvious means for fishing and transportation. The Raventhorpe blocks gave Te Ākitai Waiohua access to forest based food sources and raw materials for medical or building purposes.

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The Ravenshoe blocks are also close to the northern kainga (settlement) at Tuhimata, which grew produce for trade in the 19th Century, allowing Te Ākitai Waiohūa to take advantage of the burgeoning Auckland market by selling their produce throughout the region.

The historical, cultural and spiritual association of Te Ākitai Waiohūa with the Ravenshoe blocks is essential to the preservation and affirmation of its tribal identity, as the Ramarama region serves as a record of the stories and experiences that have shaped Te Ākitai Waiohūa to this day and will continue to do so in the future.

Red Hill Scenic Reserve (as shown on deed plan OMCR-131-028)

Papakura is of great significance to Te Ākitai Waiohūa as a place of continued occupation and cultivation.

The eastern section of Papakura is also known as Kirikiri that incorporates Pukekōiwiriki (Red Hill) a maunga (mountain) pā (settlement) site occupied by Waiohūa and their Ngā Oho, Ngā Iwi and Ngā Riki ancestors. This connection continued through to the time of Te Ākitai Waiohūa in the 19th Century led by paramount chiefs Ihaka Takaanini and his father Pepene Te Tihi. The name Pukekōiwiriki or 'hill of the small skeleton' relates to the remains of ancient chiefs at this site that permanently stained the earth red with blood. The name Red Hill is also a reference to the naturally red soil found in the region.

The numerous maunga in Tāmaki Makaurau made ideal pā sites in their time, providing protection to the people living there with defensive measures that took full advantage of higher ground. The location of Pukekōiwiriki overlooking the Manukau Harbour to the west and Hunua ranges to the east made it a strategically important landmark. The adaptable, fertile soils surrounding the maunga also offered opportunities to grow food gardens supported by nearby waterways at Hays Creek and Kirikiri Stream. The proximity to the Manukau Harbour for food and transport and Hunua ranges for refuge and forest materials also made the maunga suitable for settlement.

By the 19th Century fortified hilltop pā had been abandoned in favour of kainga (settlements) suitable for food cultivation that were closer to resources and transport routes. In this time Te Ākitai Waiohūa settled mainly at Te Aparangi located at the base of the former pā at Pukekōiwiriki. After the arrival of settlers, the people of Te Aparangi grew fruit, vegetables and other produce to trade and take advantage of the burgeoning Auckland market.

The historical, cultural and spiritual association of Te Ākitai Waiohūa with Papakura, Pukekōiwiriki and Kirikiri is essential to the preservation and affirmation of its tribal identity.

The region was a place of protection and sustenance for generations of Waiohūa in ancient times through to the 19th Century, when the community was set to take part in a new world through the emerging Auckland economy. Waiohūa engaged in traditional and symbolic cultural practices at Papakura, but it was also home to the people who lived, fought and died there. Thus, the history of Papakura serves as a record of stories and experiences that will continue to guide the people of Te Ākitai Waiohūa into the future.

DOCUMENTS

1.1: STATEMENTS OF ASSOCIATION

Richard Sylvan Memorial Scenic Reserve (as shown on deed plan OMCR-131-029)

The valleys and forests of Hunua and Mangatāwhiri are areas of significance to Te Ākitai Waiohua that provided access to shelter and a wealth of natural resources. This region also has a deeply sensitive connection to Te Ākitai Waiohua with the Land Wars of 1863 as sections of Richard Sylvan Memorial Scenic Reserve form a part of the East Wairoa block.

Te Hunua is associated with inland pā (settlements) and kainga (villages) of Te Ākitai Waiohua at Papakura, Kirkiri and Pukekōiwiriki (Red Hill). Takapau Totara is closely connected to inland pā and kainga based in Paparimu (Happy Valley), Paparata, Te Ararimu and Ramarama.

The Hunua ranges and Mangatāwhiri forest were significant sites that supplied the people of Te Ākitai Waiohua living in the region with vital resources, including food - particularly kereru (wood pigeon) - as well as medical and building materials. It was also an important place of refuge in times of conflict. Further into the valley and forests, occupation was seasonal due to the difficult terrain that rendered it unsuitable for enduring cultivation.

The region features a series of significant waterways including the Wairoa and Mangatāwhiri rivers and smaller tributaries. These life sustaining watercourses provided food and resources. Waka portage routes also followed the waterways south along the Mangatāwhiri river through to the Waikato river and north from Mangatāwhiri and Pokeno through to Paparimu and Te Ararimu.

These portages were defended with pā and kainga deliberately built close to the trails.

The historical, cultural and spiritual association of Te Ākitai Waiohua with Hunua and Mangatāwhiri is important to the preservation and affirmation of its tribal identity. The region was a place of protection, sustenance and resource collection for generations of Waiohua and their ancestors. Thus the history of Hunua and Mangatāwhiri serves as a record of stories and experiences that will continue to guide the people of Te Ākitai Waiohua into the future.

Rose Garden Reserve (as shown on deed plan OMCR-131-030)

Māngere is of fundamental importance to Te Ākitai Waiohua as a place of continued occupation and cultivation, which can be expressed through the Rose Garden Reserve site close to the Manukau Harbour.

Māngere is named after Ngā Hau Māngere or 'the gentle (lazy) breezes' and features a series of significant sites. A pā was built on Te Pane-o-Mataaooho (Māngere Mountain) to the south of Māngere Conservation Area and Rose Garden Reserve with gardens and cultivations extending down to the coast of Manukau Harbour that were sectioned off with stone boundaries. Remnants of such stonefields still exist today at Ambury Park in Māngere and other nearby places.

The adaptable, fertile soils surrounding the maunga also offered opportunities to grow food gardens supported by nearby freshwater springs (puna) and waterways such as Māngere lagoon and Te Ararata Creek (Tarata or Blackbridge Creek), which lies immediately east of Māngere Conservation Area and Rose Garden Reserve.

DOCUMENTS

1.1: STATEMENTS OF ASSOCIATION

Various species of migratory birds nest along the shores of Māngere which is where one account for the name of Manukau harbour originates - "Manukau Noa Iho" meaning "just birds" as a reference to what was initially heard and found in the harbour area. The coastal location next to the harbour and across from the Tāmaki isthmus provided free and open access, making Māngere suitable as a place for settlement, fishing and trade.

By the 19th Century, Te Pane-o-Mataaoho was abandoned in favour of kainga (settlements) closer to resources and transport routes at Pūkaki and Ihumātao. Te Ararata was a kainga (settlement) in Māngere close to the nearby creek of the same name. Whakarongo was the name given to the flatlands underneath Te Pane-o-Mataaoho now known as Māngere Bridge. Taotaoroa (Māngere Central) or 'the extensive plains' is a volcanic flatland featuring soils used for growing food and plants suitable as medicine and weaving materials.

Kiwi Tāmaki, the founding ancestor of Te Ākitai Waiohū and paramount chief of Waiohū in his time, seasonally moved between different maunga pā sites including Te Pane-o-Mataaoho and stayed at each of them as it came time to harvest various types of food - fish, shellfish, birds, bird eggs and vegetables.

The numerous maunga pā and kainga in the region were occupied by generations of Waiohū and ancestors through to the end of Kiwi Tāmaki's leadership in the 18th Century when the community was at its height in strength, unity and stability. This connection continued through to the time of Te Ākitai Waiohū in the 19th Century led by paramount chiefs Ihaka Takaanini, his father Pepene Te Tihi and cousin Mohi Te Ahi a Te Ngu.

Other Te Ākitai Waiohū tūpuna (ancestors) such as the chief Whatuturoto, the father of Huakaiwaka, lived locally. Huakaiwaka is the eponymous ancestor of Waiohū and grandfather of Kiwi Tāmaki.

North east of Rose Garden Reserve there is a waka (canoe) portage at Ōtāhuhu connecting the Manukau and Waitematā Harbours together from the Māngere inlet across to the Tāmaki River. The waka portage Te Tō Waka is just over one kilometre in length and represents the shortest distance between the eastern and western coasts of Tāmaki Makaurau. This is also the shortest distance between the Tasman Sea and South Pacific Ocean in the country, making it a logical passage for travel.

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

The region was a place of protection and sustenance for generations of Waiohū in ancient times through to the 19th Century when the community was set to take part in the emerging Auckland economy. Waiohū engaged in traditional and symbolic cultural practices at Māngere in ancient times, but it was also home to the people who lived, fought and died there.

Thus the history of Māngere serves as a record of stories and experiences that will continue to guide the people of Te Ākitai Waiohū into the future.

DOCUMENTS

1.1: STATEMENTS OF ASSOCIATION

St Johns Redoubt Historic Reserve (as shown on deed plan OMCR-131-031)

St Johns Redoubt Reserve is in modern Manukau City, which was formerly known as Wiri. The name Wiri is derived from Te Wirihana Takaanini, a chief of Te Ākitai Waiohua and direct descendant (great great grandson) of Kiwi Tāmaki the founding ancestor of Te Ākitai.

The suburb was formerly known as Woodside before the name was changed to Wiri in the early 20th Century. South of Wiri is the suburb Takanini, which is a mis-spelling of Takaanini, named after Ihaka Takaanini a paramount chief of Te Ākitai Waiohua and father of Te Wirihana.

Manukau or Wiri was used mainly for its natural resources, but by the time settlers arrived in the 19th Century the main kainga (settlements) of Te Ākitai Waiohua were nearby at other places. St Johns Redoubt was used for posting and housing military and a site for burials.

Acknowledging the importance of St Johns Redoubt in Wiri is essential to understanding the events that helped shape the people of Te Ākitai Waiohua today. Providing a formal record of this story helps provide closure on the final resting place of our ancestors and guide Te Ākitai Waiohua into the future.

Te Ia (as shown on deed plan OMCR-131-032)

Tuakau is a kainga (settlement) originally based on the shores of the Waikato River, close to other traditional sites such as Tapamatau. Due to its location, Tuakau was an important means of travel, a waka (canoe) landing site and thoroughfare for trade, that facilitated transport to other nearby riverside kainga, from Port Waikato and Pukekohe in the west to Pokeno in the east, moving through to Mangatāwhiri and the Hunuas.

After the arrival of settlers in the 19th Century, the Tuakau kainga was moved further inland to develop food gardens and large-scale horticulture including peach orchards. Modern Tuakau is located on the site of these cultivations.

Tuakau was initially based on the shores of the Waikato River, an awa (river) of great importance to Te Ākitai Waiohua as a landmark, natural resource, boundary marker, transport route and waterway of spiritual and cultural significance.

This waterway is a natural source of fresh water and food, ranging from inanga (whitebait) and tuna (eel) through to watercress. It was also a vital transport route facilitating travel, exploration, communication and trade throughout the region, with various waka landing sites and kainga (settlements) along its shores.

The Waikato River is also seen as a living entity with its own mauri (life essence) and mana (prestige), that are representative of the iwi associated with the awa. The waters of the river are used for traditional healing and cleansing rituals. The Waikato River has its own taniwha or spiritual guardians that protect it as kaitiaki (stewards), along with associated local iwi. As a result, the Waikato river is seen as a taonga (treasure) of cultural and spiritual importance to Te Ākitai Waiohua.

DOCUMENTS

1.1: STATEMENTS OF ASSOCIATION

The historical, cultural and spiritual association of Te Ākitai Waiohū with Tuakau is important to the preservation and affirmation of its tribal identity. The region was a place of occupation and cultivation that provided access to the Waikato River and its resources right through to the 19th Century, when the Te Ākitai Waiohū community was set to take part in the emerging Auckland economy. The history of Tuakau serves as a record of stories and experiences that will continue to guide the people of Te Ākitai Waiohū into the future.

Te Maketu Historic Reserve (as shown on deed plan OMCR-131-033)

Te Maketu (Peach Hill) is a defended hilltop pā in Ramarama with a clear view of the surrounding area including the Manukau Harbour to the north-west.

The numerous maunga in Tāmaki Makaurau made ideal pā sites in their time, providing protection to the people living there with highly defensive measures that took full advantage of higher ground and the natural features of the area. The adaptable and fertile soils surrounding Te Maketu also offered opportunities to develop smaller kainga (settlements) and urupā (burial grounds) while growing food gardens, sustained by nearby waterways including the Maketu and Hingaia streams.

Te Maketu was strategically close to main transport and waka portage routes, including a trail leading south to Pokeno where other defended settlements were located. This made it an ideal place for trade. Waka portage routes ran from the Waikato River and Mangatāwhiri, up to Paparimu and Te Ararimu leading through to Ramarama, Drury and the Manukau Harbour.

By the 19th Century, fortified hilltop pā had been abandoned in favour of kainga better suited for food cultivation rather than warfare, which were closer to resources and transport routes. In the 1840's a 'new' Te Maketu settlement was built below the hill of the 'old' Te Maketu hilltop pā site on the flatlands which is where in part Te Maketu Historic Reserve is located today.

Both Pepene Te Tihi and Ihaka Takaanini of Te Ākitai Waiohū were recognised rangatira (chiefs) of Te Maketu. Te Ākitai Waiohū made better use of the land for farming and growing produce. After the arrival of settlers, the people of Te Ākitai Waiohū actively sought to take advantage of the burgeoning Auckland market by engaging in trade and selling their produce throughout the region.

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

Te Maketu was a site of protection and sustenance for generations of Waiohū. It was not just a community where Waiohū engaged in traditional and symbolic cultural practices, but it was home to the people that lived, fought and died there. Thus the history of Te Maketu 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.

DOCUMENTS

1.1: STATEMENTS OF ASSOCIATION

Thorne Bay Recreation Reserve (as shown on deed plan OMCR-131-034)

Thorne Bay Recreation Reserve overlooks the waters of Tīkapa Moana (Hauraki Gulf), which are of great significance to the people of Te Ākitai Waiohū as a natural resource, means of transport and living entity in its own right.

Further inland lies Pupukemoana (Lake Pupuke), a volcanic crater lake in Takapuna that falls within the boundaries directly west of Thorne Bay Recreation Reserve.

Along with other volcanic craters in Tāmaki Makaurau, Pupukemoana is linked to the vulcan deity Mataaoho who is said to have created them. Pupukemoana is a footstep of Mataaoho and a 'twin' that at one time closely resembled Te Pūkākītapu o Poutūkeka (Pukaki Lagoon), the historic tidal lagoon and volcanic crater in Māngere.

Other local sites of significance related to the vulcan deity sit close to Thorne Bay Recreation Reserve along the coast of Oneoneroa (Shoal Bay) including Te Kopua a Matakamokamo, the traditional name for Tank Farm or Tuff Crater and Te Kopua a Matakerepo, the historic name for Onepoto basin. Matakamokamo is a descendant of Mataaoho who married Matakerepo.

The historical, cultural and spiritual association of Te Ākitai Waiohū with the natural features of Tāmaki Makaurau is essential to the preservation and affirmation of its tribal identity. This coastal site overlooks Tīkapa Moana while Pupukemoana forms an important part of Waiohū mythology and there are traditional and symbolic cultural practices that follow from this.

Vining Scenic Reserve (as shown on deed plan OMCR-131-035)

The valleys and forests of Hunua and Mangatāwhiri are areas of significance to Te Ākitai Waiohū that provided access to shelter and a wealth of natural resources. This region also has a deeply sensitive connection to Te Ākitai Waiohū with the Land Wars of 1863 as the boundaries of Vining Scenic Reserve form a part of the East Wairoa block.

Te Hunua is associated with inland pā (settlements) and kainga (villages) of Te Ākitai Waiohū at Papakura, Kirikiri and Pukekōiwiriki (Red Hill). Takapau Totara is closely connected to inland pā and kainga based in Paparimu (Happy Valley), Paparata, Te Ararimu and Ramarama.

The Hunua ranges and Mangatāwhiri forest were significant sites that supplied the people of Te Ākitai Waiohū living in the region with vital resources, including food - particularly kereru (wood pigeon) - as well as medical and building materials. It was also an important place of refuge in times of conflict. Further into the valley and forests, occupation was seasonal due to the difficult terrain that rendered it unsuitable for enduring cultivation.

The region features a series of significant waterways including the Wairoa and Mangatāwhiri rivers and smaller tributaries. These life sustaining watercourses provided food and resources. Waka portage routes also followed the waterways south along the Mangatāwhiri river through to the Waikato river and north from Mangatāwhiri and Pokeno through to Paparimu and Te Ararimu.

These portages were defended with pā and kainga deliberately built close to the trails.

DOCUMENTS

1.1: STATEMENTS OF ASSOCIATION

The historical, cultural and spiritual association of Te Ākitai Waiohua with Hunua and Mangatāwhiri is important to the preservation and affirmation of its tribal identity. The region was a place of protection, sustenance and resource collection for generations of Waiohua. Thus the history of Hunua and Mangatāwhiri serves as a record of stories and experiences that will continue to guide the people of Te Ākitai Waiohua into the future.

Wairoa Gorge Scenic Reserve (as shown on deed plan OMCR-131-036)

The valleys and forests of Te Hunua are areas of significance to Te Ākitai Waiohua that provided access to shelter and a wealth of natural resources. This region also has a deeply sensitive connection to Te Ākitai Waiohua with the Land Wars of 1863 as the south-eastern tip of the Wairoa Gorge Scenic Reserve forms a part of the East Wairoa block.

Te Hunua is associated with inland pā (settlements) and kainga (villages) of Te Ākitai Waiohua at Papakura, Kirikiri and Pukekōiwiriki (Red Hill).

The Wairoa Gorge Scenic Reserve on the north-western fringe of the Hunua ranges was a significant site that supplied the people of Te Ākitai Waiohua to the west with important resources, including food - particularly kereru (wood pigeon) - as well as medical and building materials. It was also an important place of refuge in times of conflict.

The region features a series of significant waterways including the Wairoa river and smaller tributaries. These life sustaining watercourses provided food and resources when needed.

The historical, cultural and spiritual association of Te Ākitai Waiohua with the Wairoa Gorge Scenic Reserve and Te Hunua is important to the preservation and affirmation of its tribal identity. The region was a place of protection, sustenance and resource collection for generations of Waiohua and their ancestors. Thus the history of Te Hunua serves as a record of stories and experiences that will continue to guide the people of Te Ākitai Waiohua into the future.

DOCUMENTS

1.2 STATEMENT OF ASSOCIATION - MĀNGERE MOUNTAIN

DOCUMENTS

1.2: STATEMENT OF ASSOCIATION – MĀNGERE MOUNTAIN

Māngere Mountain Statement of Association

Te Pane-o-Mataaoho (Māngere Mountain) is a key pā (settlement) site of Te Ākitai Waiohua. The maunga (mountain) is also known as Maungapikitia.

Te Pane-o-Mataaoho or 'the head of Mataaoho' is a reference to Mataaoho, the deity of volcanoes, who was responsible for the many volcanic cones spread throughout Tāmaki Makaurau. Other local sites of significance related to the vulcan deity, include Te Ihu o Mataaoho (Maungataketake or Ellets Mountain and the western coast of Ihumātao) 'the nose of Mataaoho' Te Ipu a Mataaoho or Te Kapua Kai a Mataaoho (Mt Eden or Maungawhau) 'the food bowl of Mataaoho' and Ngā Tapuwae o Mataaoho 'the footsteps of Mataaoho', made up of several craters in Manukau including Māngere Lagoon, Waitomokia (Mt Gabriel), Te Pūkākītapu o Poutūkeka (Pukaki Crater), Kohuora (Kohuora Park), Te Tapuwae a Mataaoho (Mt Robertson or Sturges Park) and Ngā Kopua Kohuora (Crater Hill.)

The numerous volcanic maunga in Tāmaki Makaurau made ideal pā sites in their time, providing protection to the people living there, with defensive measures that took full advantage of higher ground. The location of this maunga overlooking the Manukau Harbour and directly across into the Tāmaki isthmus made Te Pane-o-Mataaoho one of the most strategically significant pā sites in the region.

The adaptable, fertile volcanic soils also offered opportunities to grow food and kumara gardens and construct terraces, walls, storage pits, mounds and middens along the slopes, while the neighbouring lands including Taotaoroa, the extensive plains and flat lands extending from the maunga to Pukaki Lagoon (Te Pūkākītapu o Poutūkeka), were appropriate for cultivating food and weaving materials.

Kiwi Tāmaki, progenitor of Te Ākitai Waiohua and paramount chief of Waiohua in his time, seasonally moved between different maunga pā 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 Tāmaki'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.

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

DOCUMENTS

2. CROWN MINERALS PROTOCOL

DOCUMENTS
2: CROWN MINERALS PROTOCOL

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

Te Ākitai Waiohua Statement of Association

Te Ākitai Waiohua have exercised kaitiakitanga over the minerals that lay beneath our lands since the earliest occupation of Tāmaki Makaurau. These minerals are part of our whenua and passed down to us by our ancestors as an important tāonga.

For our people, these minerals are part of Papatūānuku and are an integral part of our whakapapa and our cultural identity. They are inextricably linked to Mataaho an ancient ancestor of Waiohua who created the volcanic cones of Tāmaki Makaurau.

1 INTRODUCTION

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

2 PURPOSE OF THIS PROTOCOL

- 2.1 With the intent of creating a constructive relationship between Te Ākitai Waiohua and the Ministry in relation to minerals administered in accordance with the Act in the Protocol Area, this Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Protocol.

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- 2.2 Te Ākitai Waiohua will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

3 PROTOCOL AREA

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

4 TERMS OF ISSUE

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

5 CONSULTATION

- 5.1 The Minister will ensure that Te Ākitai Waiohua is consulted by the Ministry:

New minerals programmes

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

Petroleum exploration permit block offers

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

Other petroleum permit applications

- (c) when any application for a petroleum permit is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1(b);

Amendments to petroleum permits

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

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Permit block offers for Crown owned minerals other than petroleum

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

Other permit applications for Crown owned minerals other than petroleum

- (f) when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1(e) or where the application relates to newly available acreage;

Newly available acreage

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

Amendments to permits for Crown owned minerals other than petroleum

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

Gold fossicking areas

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

5.2 Each decision on a proposal referred to in clause 5.1 will be made having regard to any matters raised as a result of consultation with Te Ākitai Waiohua, and having regard to the principles of te Tiriti o Waitangi/the Treaty of Waitangi.

6 IMPLEMENTATION AND COMMUNICATION

6.1 The Crown has an obligation under the Act to consult with parties whose interests may be affected by matters described in clause 5.1. The Ministry will consult with Te Ākitai Waiohua in accordance with this Protocol if matters described in clause 5.1 of this Protocol may affect the interests of Te Ākitai Waiohua.

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2: CROWN MINERALS PROTOCOL

- 6.2 For the purposes of clause 6.1, the basic principles that will be followed by the Ministry in consulting with Te Ākitai Waiohū in each case are:
- (a) ensuring that Te Ākitai Waiohū is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;
 - (b) providing Te Ākitai Waiohū with sufficient information to make informed decisions and submissions;
 - (c) ensuring that sufficient time is given for the participation of Te Ākitai Waiohū in the decision making process and to enable it to prepare its submissions; and
 - (d) ensuring that the Ministry will approach the consultation with Te Ākitai Waiohū with an open mind, and will genuinely consider the submissions of Te Ākitai Waiohū.
- 6.3 Where the Ministry is required to consult Te Ākitai Waiohū as specified in clause [], the Ministry will report back in writing to Te Ākitai Waiohū on the decision made as a result of such a consultation.
- 6.4 The Ministry will seek to fulfil its obligations under this Crown Minerals Protocol by:
- (a) maintaining information on Te Ākitai Waiohū's address and contact details as provided from time to time by Te Ākitai Waiohū;
 - (b) as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Crown Minerals Protocol;
 - (c) nominating relevant employees to act as contacts with Te Ākitai Waiohū in relation to issues concerning this Crown Minerals Protocol; and
 - (d) providing Te Ākitai Waiohū with the names of the relevant employees who will act as contacts with Te Ākitai Waiohū in relation to issues concerning this Crown Minerals Protocol.

7 DEFINITIONS

- 7.1 In this Protocol:

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

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

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

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

Deed of Settlement means the Deed of Settlement dated [] between the Crown and Te Ākitai Waiohū;

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

Minister means the Minister of Energy and Resources;

Ministry means the Ministry of Business, Innovation and Employment;

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

petroleum means—

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

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

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

ISSUED ON []

DOCUMENTS
2: CROWN MINERALS PROTOCOL

SIGNED for and on behalf of

THE SOVEREIGN

in right of New Zealand by
the Minister of Energy and Resources.

WITNESS

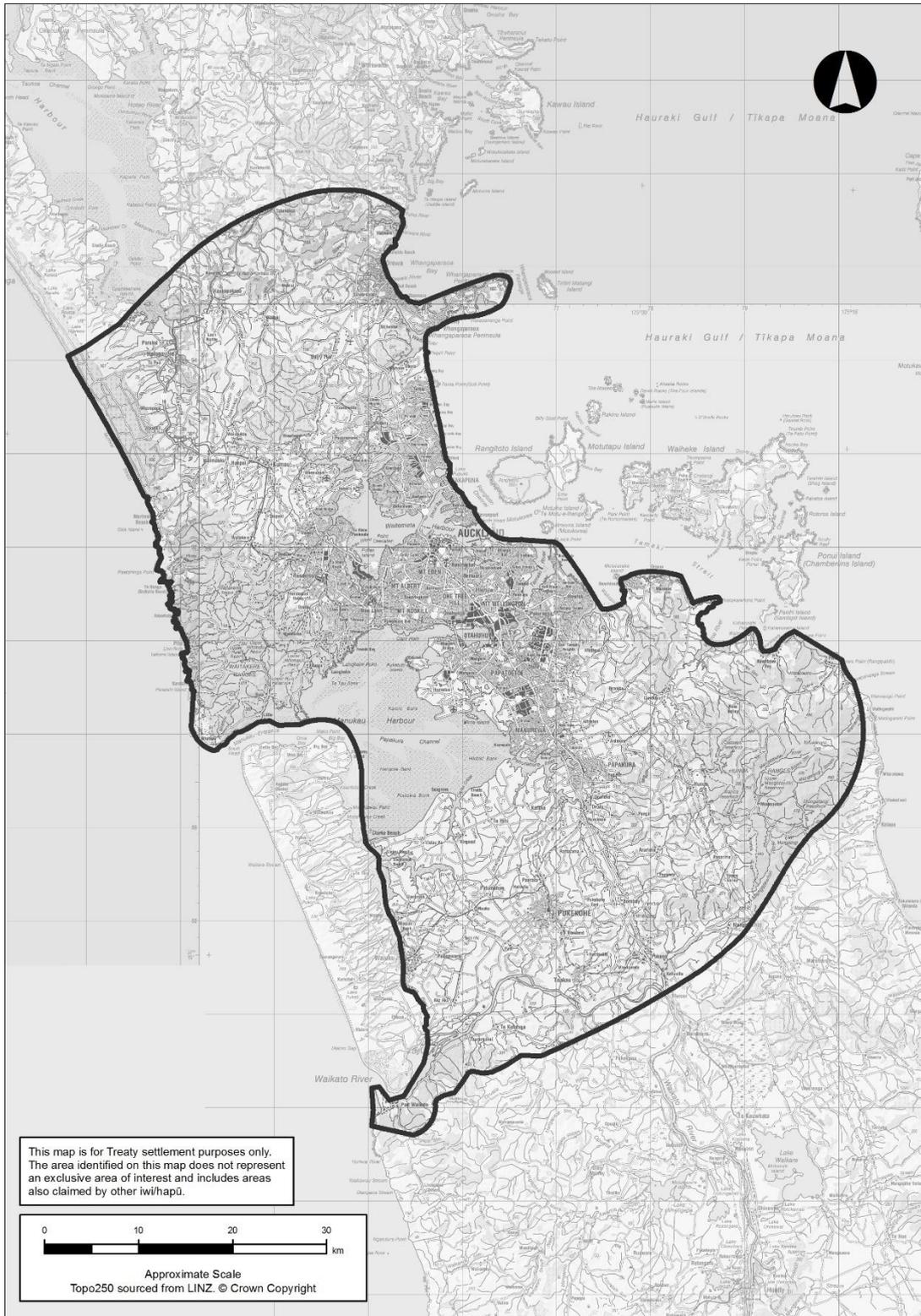
Name _____

Occupation _____

Address _____

DOCUMENTS
2: CROWN MINERALS PROTOCOL

ATTACHMENT A
PROTOCOL AREA MAP



DOCUMENTS
2: CROWN MINERALS PROTOCOL

ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

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

1. AMENDMENT AND CANCELLATION

- 1.1 The Minister or Te Ākitai Waiohū may cancel this Protocol.
- 1.2 The Protocol can only be amended by agreement in writing between the Minister and [].

2. NOTING

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

3. LIMITS

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

DOCUMENTS
2: CROWN MINERALS PROTOCOL

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

DOCUMENTS

3. CONSERVATION RELATIONSHIP AGREEMENT

DOCUMENTS
3: CONSERVATION RELATIONSHIP AGREEMENT

Between Te Ākitai Waiohua and the Minister of Conservation and the Director-General of Conservation

1. PURPOSE

- 1.1 This Relationship Agreement sets out how Te Ākitai Waiohua, the Minister of Conservation and Department of Conservation (the **Department**) will work together on matters relating to places and resources that are of spiritual, ancestral, cultural, customary and historical significance to Te Ākitai Waiohua.
- 1.2 This Relationship Agreement signifies the shared commitment by Te Ākitai Waiohua and the Department to build a strong, lasting and meaningful partnership:
- (a) to promote and enhance the conservation of natural, physical, historical and cultural heritage within the area of interest of Te Ākitai Waiohua and for which the Department has statutory responsibilities; and
 - (b) to complement other cultural redress provided for in Te Ākitai Waiohua Deed of Settlement dated [201X] and Te Ākitai Waiohua Claims Settlement Act [201x]; and
 - (c) to give effect to the principles of te Tiriti o Waitangi/the Treaty of Waitangi, as required by section 4 of the Conservation Act 1987.
- 1.3 This agreement is entered into in accordance with clauses [xx] of Te Ākitai Waiohua Deed of Settlement dated [201X].

2. ROLES

Te Ākitai Waiohua

- 2.1 The Relationship Agreement is designed to recognise Te Ākitai Waiohua connections with the natural, cultural and historic environments within its area of interest.
- 2.2 Te Ākitai Waiohua's aspiration for this conservation partnership is to have a meaningful role in developing policies and for natural, historic and cultural heritage resource to be managed in a way that is consistent with the kaitiaki and mana whenua status of Te Ākitai Waiohua.
- 2.3 This Relationship Agreement seeks to give effect to Te Ākitai Waiohua aspirations in a way that supports and acknowledges kaitiakitanga by:
- (a) maintaining, enhancing and restoring natural resources;
 - (b) managing taonga species and controlling pests;
 - (c) providing for conservation advocacy;
 - (d) providing for visitor information; and
 - (e) protecting and preserving wāhi tapu within land managed by the Department; and
 - (f) protecting, preserving and, where possible, enhancing and restoring the waterways, maunga (mountains) and conservation land in its area of interest.

DOCUMENTS
3: CONSERVATION RELATIONSHIP AGREEMENT

The Department of Conservation

- 2.4 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 te Tiriti o Waitangi/the Treaty of Waitangi, in accordance with section 4 of the Conservation Act 1987.
- 2.5 The Department will continue to maintain and enhance its relationship with Te Ākitai Waiohū pursuant to:
- (a) its obligations under section 4 of the Conservation Act 1987; and
 - (b) its commitments made through this agreement and subject to obligations arising from other Treaty settlements.
- 2.6 In giving effect to section 4 of the Conservation Act 1987, the Department will seek to involve Te Ākitai Waiohū in conservation decision-making processes on matters of importance to them, ensuring Te Ākitai Waiohū interests are considered. That will involve:
- (a) Te Ākitai Waiohū and the Department identifying the types of decisions that Te Ākitai Waiohū are interested in;
 - (b) Te Ākitai Waiohū and the Department maintaining open exchanges of information;
 - (c) The Department providing Te Ākitai Waiohū sufficient information and time for Te Ākitai Waiohū to identify the nature and extent of their interest in an issue, while taking into account the Department's statutory obligations and the importance of timely and efficient decision-making; and
 - (d) The Department providing feedback on how Te Ākitai Waiohū interests have been taken into consideration in particular decisions.

3. SHARED ASPIRATIONS

- 3.1 Te Ākitai Waiohū and the Department share broad aspirations of working collaboratively to protect reserves, natural ecosystems and indigenous species including native flora and fauna within the Te Ākitai Waiohū area of interest, including fisheries, waterways and the marine area of Tāmaki Makaurau.

4. ACTIVITIES

- 4.1 In pursuing the shared aspirations, Te Ākitai Waiohū is particularly interested in exploring and increasing opportunities to work more closely with the Department on the following activities, consistent with relevant provisions of Part B of Ngā Mana Whenua o Tāmaki Makaurau Conservation Relationship Agreement:
- (a) reserves management;
 - (b) taonga species and habitat protection including pest control;

DOCUMENTS
3: CONSERVATION RELATIONSHIP AGREEMENT

- (c) areas of significance and wāhi tapu on land managed by the Department;
- (d) visitor and public information to encourage respect for and awareness of conservation and cultural values;
- (e) marine mammals and stranding management, including bone recovery for cultural purposes and burial;
- (f) use of cultural materials, including access to and restoration and enhancement of cultural materials;
- (g) statutory authorisations engagement;
- (h) statutory land management engagement;
- (i) conservation advocacy participation; and
- (j) marine conservation of Hauraki Gulf / Tīkapa Moana and the Waitematā and Manukau Harbours.

5. PLACES OF HIGH CULTURAL SIGNIFICANCE TO TE ĀKITAI WAIOHUA

5.1 Te Ākitai Waiohua seeks direct engagement with the Department about the use and management (including pest and weed control) of the following areas:

- (a) Matukutūreia;
- (b) Cameron Town Historic Reserve;
- (c) The areas known as Drury Creek Islands Recreation Reserve and Drury Conservation Area;
- (d) Goldie Bush Scenic Reserve;
- (e) Meola Creek Quarry Reserve;
- (f) The areas known as Paparimu Conservation Area, Mangatāwhiri Forest Conservation Area, Richard Sylvan Memorial Scenic Reserve and Vining Scenic Reserve;
- (g) The areas known as Raventhorpe Conservation Area and Raventhorpe Scenic Reserve;
- (h) St Johns Redoubt Historic Reserve;
- (i) Te Maketu Historic Reserve;
- (j) Thorne Bay Recreation Reserve; and
- (k) Wairoa Gorge Scenic Reserve.

5.2 In regards to Matukutūreia, Te Ākitai Waiohua is concerned that there may be contaminated soil at the site which it considers should be remedied.

5.3 The statements of association for these areas of significance are in contained in appendix 1.

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3: CONSERVATION RELATIONSHIP AGREEMENT

6. STRATEGIC COLLABORATION

- 6.1 Te Ākitai Waiohua and the Department will explore opportunities to advance any shared aspirations and cross organisational opportunities through the Department's work programme and other initiatives led by Te Ākitai Waiohua.
- 6.2 Te Ākitai Waiohua will meet with relevant Department senior staff as part of the Department's business planning cycle, consistent with clauses 4.3 to 4.5 of the Ngā Mana Whenua o Tāmaki Makaurau Conservation Relationship Agreement, to discuss the annual work programme at which the parties will discuss:
- (a) priorities and projects for the activities in clause 4;
 - (b) potential areas for collaboration such as joint projects (including seeking funding from external sources), projects to be led by Te Ākitai Waiohua with the Department's support, and work programme activities that would benefit from Te Ākitai Waiohua support; and
 - (c) events or training to increase both parties' conservation and cultural knowledge, capability and capacity.
- 6.3 The Department and Te Ākitai Waiohua will explore opportunities to support Te Ākitai Waiohua to:
- (a) build internal capability to participate in conservation management;
 - (b) build academic and scientific capacity in environmental sustainability;
 - (c) manage any land received by Te Ākitai Waiohua as cultural redress through the Te Ākitai Waiohua Claims Settlement Act which were previously administered by the Department by providing technical advice, including advice on external funding options; and
 - (d) share knowledge/matauranga with the Department.

7. REVIEW

- 7.1 This Relationship Agreement will be reviewed by the parties from time to time. This review will take place to ensure that the commitments entered into in this Relationship Agreement remain relevant and continue to capture the purpose of this Relationship Agreement.
- 7.2 This agreement may be amended by agreement in writing between the Minister of Conservation and Te Ākitai Waiohua.

8. INTERPRETATION

- 8.1 This document is the Relationship Agreement referred to in clause [XX] of Te Ākitai Waiohua Deed of Settlement dated [X], that is required to be entered into by the Minister of Conservation and the Director-General of Conservation and Te Ākitai Waiohua, and forms

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3: CONSERVATION RELATIONSHIP AGREEMENT

part of the redress in settlement of the historic Treaty of Waitangi claims of Te Ākitai Waiohū.

- 8.2 Te Ākitai Waiohū and the Department recognise the importance of achieving coherent and effective conservation relationships spanning tribal rohe and conservation administrative boundaries. The Ngā Mana Whenua o Tāmaki Makaurau Conservation Relationship Agreement is designed to help achieve those things. This agreement between Te Ākitai Waiohū and the Department is to be read in conjunction with the relevant parts of Part A, and Parts B and C, of the Ngā Mana Whenua o Tāmaki Makaurau Conservation Relationship Agreement.

In this agreement:

Matukutūreia means Matukutūreia / McLaughlins Mountain (unclassified reserve).

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

Te Ākitai Waiohū has the meaning set out in the Te Ākitai Waiohū Deed of Settlement of Historical Claims and Te Ākitai Waiohū Claims Settlement Act [201X], and unless the context requires otherwise will be represented by the Te Ākitai Waiohū Settlement Trust.

SIGNED on [DATE]

DOCUMENTS
3: CONSERVATION RELATIONSHIP AGREEMENT

APPENDIX 1

1. MATUKUTŪREIA

1.1 Matukutūreia is a site of spiritual, ancestral, cultural, customary and historical significance to Te Ākitai Waiohūa because:

- (a) It was named and occupied by the ancestors of Te Ākitai Waiohūa for as long as it was strategically advantageous to build hilltop settlements;
- (b) It featured food gardens that were extensive enough to require stone boundaries as markers and made use of the nearby Puhinui Creek and Manukau Harbour, both of which are significant waterways;
- (c) It is part of a broader cultural landscape that links the Manukau and Waitematā Harbours together and is representative of a place of protection and refuge;
- (d) It can still be seen from modern Pūkaki Marae today because there is a direct viewshaft to the maunga (mountain.)

2. CAMERON TOWN HISTORIC RESERVE

2.1 Cameron Town Historic Reserve is a site of spiritual, ancestral, cultural, customary and historical significance to Te Ākitai Waiohūa because it:

- (a) Is a traditional waka (canoe) landing site and trade transport route at Te Iaroa;
- (b) Borders the Waikato River, an awa (river) of great importance to Te Ākitai Waiohūa as a landmark, natural resource, boundary marker, transport route and living entity of spiritual and cultural significance;
- (c) Was still used by the Crown during the Waikato Land Wars in 1863 as a military depot to transport troops and military supplies along the Waikato River; and
- (d) Is the site of a significant battle during the Waikato Land Wars resulting in both Māori and Crown casualties, marking the spill over of conflict in Tāmaki Makaurau and from the Waikato region.

3. DRURY CREEK ISLANDS RECREATION RESERVE AND DRURY CONSERVATION AREA

3.1 Drury Creek Islands Recreation Reserve and Drury Conservation Area are sites of spiritual, ancestral, cultural, customary and historical significance to Te Ākitai Waiohūa because:

- (a) The immediate surrounding area is an important transport corridor featuring seasonal kainga (villages) with fishing, kaimoana (seafood) gathering and waka

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3: CONSERVATION RELATIONSHIP AGREEMENT

(canoe) landing sites and motu (islands) leading out of the creek into the mouth of the Pahurehure inlet; and

- (b) Of its association with the Manukau Harbour, a waterway of great importance to Te Ākitai Waiohūa as a landmark, natural resource, transport route and living entity of spiritual and cultural significance.

4. GOLDIE BUSH SCENIC RESERVE

4.1 Goldie Bush Scenic Reserve is a site of spiritual, ancestral, cultural, customary and historical significance to Te Ākitai Waiohūa because of its association with:

- (a) Mokoroa, a local taniwha (spiritual guardian) associated with tuna (eel) and fish of the area; and
- (b) The Mokoroa Stream, an awa (river) of spiritual and cultural significance to Te Ākitai Waiohūa that is named after the local taniwha.

5. MEOLA CREEK QUARRY RESERVE

5.1 Meola Creek Quarry Reserve is a site of spiritual, ancestral, cultural, customary and historical significance to Te Ākitai Waiohūa because of:

- (a) The traditional story of Te Tokaroa (Meola Reef) which is said to have been created by an ancient chief Ruarangi who threw rocks into the Waitematā Harbour to form a makeshift bridge and escape conflict with his brother Ohomatakamokamo, the Waiohūa ancestor and chief of Owairaka (Mt Albert). The bridge that was formed is known today as Te Tokaroa or 'the long reef'; and
- (b) Its association with the Waitematā Harbour, a waterway of great importance to Te Ākitai Waiohūa as a natural resource, transport route and living entity of spiritual and cultural significance.

6. PAPANIMU CONSERVATION AREA, MANGATĀWHIRI FOREST CONSERVATION AREA, RICHARD SYLVAN MEMORIAL RECREATION RESERVE AND VINING SCENIC RESERVE

6.1 Papanimu Conservation Area, Mangatāwhiri Forest Conservation Area, Richard Sylvan Memorial Scenic Reserve and Vining Scenic Reserve are neighbouring sites of spiritual, ancestral, cultural, customary and historical significance to Te Ākitai Waiohūa because of:

- (a) Te Ruahine, an important Te Ākitai Waiohūa kainga (village) in Papanimu (Happy Valley) that was lost following the Waikato Land Wars and subsequent land confiscations in 1863;
- (b) The Mangatāwhiri forest that supplied Te Ākitai Waiohūa with natural resources for food, building materials, medicine and shelter in times of conflict; and

DOCUMENTS
3: CONSERVATION RELATIONSHIP AGREEMENT

- (c) The Mangatāwhiri River and its various tributaries that were all awa (rivers) and waterways of significance to Te Ākitai Waiohua for waka transport and natural resources.

7. RAVENTHORPE CONSERVATION AREA AND RAVENTHORPE SCENIC RESERVE

7.1 Raventhorpe Conservation Area and Raventhorpe Scenic Reserve are neighbouring sites of spiritual, ancestral, cultural, customary and historical significance to Te Ākitai Waiohua because:

- (a) The area supplied Te Ākitai Waiohua with natural resources for food, building materials and medicine close to its kainga (village) at Tuhimata; and
- (b) The Ngakoroa Stream and other related tributaries were all waterways and springs of significance to Te Ākitai Waiohua as a natural resource leading out to the Pahurehure inlet and through to the Manukau Harbour.

8. ST JOHNS REDOUBT HISTORIC RESERVE

8.1 St Johns Redoubt Historic Reserve is a site of spiritual, ancestral, cultural, customary and historical significance to Te Ākitai Waiohua because it:

- (a) Is located in Wiri, north of the Puhinui Stream which is an awa of significance to Te Ākitai Waiohua as a landmark, natural resource and boundary marker;
- (b) Was still used by the Crown during the Waikato Land Wars as a defensive fort for housing military troops that could be deployed along the Great South Road transport route to protect supplies; and
- (c) Was located between the Drury and Ōtāhuhu Military Camps where prisoners of war were held. Remains of prisoners may have been buried at this site, which potentially includes ancestors of Te Ākitai Waiohua that died in the Ōtāhuhu Military Camp in 1863.

9. TE MAKETU HISTORIC RESERVE

9.1 Te Maketu Historic Reserve is a site of spiritual, ancestral, cultural, customary and historical significance to Te Ākitai Waiohua because:

- (a) It is located in Ramarama where a fortified pā was built by Waiohua ancestor Noia following the death of Kiwi Tāmaki, the founding ancestor of Te Ākitai Waiohua. The pā was called Te Maketu;
- (b) The association of Te Ākitai Waiohua with Te Maketu dates back to the time of Waiohua ancestor Poutūkeka II who is buried at Te Maketu;

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3: CONSERVATION RELATIONSHIP AGREEMENT

- (c) Ihaka Takaanini and his father Pepene Te Tihi, both paramount chiefs of Te Ākitai Waiohua, were also recognised rangatira (leaders) of Te Maketu;
- (d) The Maketu Stream is a waterway of such spiritual and cultural significance to Te Ākitai Waiohua that it shares its name with the pā;
- (e) Te Maketu Pā was lost following the Waikato Land Wars and subsequent land confiscations in 1863.

10. THORNE BAY RECREATION RESERVE

10.1 Thorne Bay Recreation Reserve is a site of spiritual, ancestral, cultural, customary and historical significance to Te Ākitai Waiohua because of its association with:

- (a) Mataaoho, the Vulcan deity and ancient ancestor of Waiohua that created the volcanoes of Tāmaki Makaurau. This includes Pupukemoana (Lake Pupuke) in Takapuna, which is a footstep of Mataaoho and twin to Te Pūkākītapu o Poutūkeka (Pukaki Crater) in Māngere. It also includes Te Kopua a Matakamokamo (Tank Farm or Tuff Crater) and Te Kopua a Matakerepo (Onepoto basin) in Oneoneroa (Shoal Bay) where Matakamokamo is a descendant of Mataaoho who married Matakerepo; and
- (b) The Hauraki Gulf / Tikapa Moana and Waitematā Harbour, waterways of great importance to Te Ākitai Waiohua as natural resources, transport routes and living entities of spiritual and cultural significance.

11. WAIROA GORGE SCENIC RESERVE

11.1 Wairoa Gorge Scenic Reserve is a site of spiritual, ancestral, cultural, customary and historical significance to Te Ākitai Waiohua because of its association with:

- (a) Te Hunua, the forest that supplied Te Ākitai Waiohua with natural resources for food, such as kereru (wood pigeon), building materials, medicine and shelter in times of conflict; and
- (b) The Wairoa River and its various tributaries that were all awa (rivers) and waterways of significance to Te Ākitai Waiohua for waka transport and natural resources.

DOCUMENTS

4. RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

DOCUMENTS

4: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

1 PURPOSE

- 1.1 This agreement (the **Relationship Agreement**) formalises the relationship between the Ministry for the Environment (the **Ministry**) and Te Ākitai Waiohū through the Te Ākitai Waiohū Settlement Trust (the **Trust**) and establishes a framework to enable the parties to maintain a positive and enduring working relationship.

2 RELATIONSHIP PRINCIPLES

- 2.1 In implementing the Relationship Agreement, the Ministry and the Trust agree to act consistently with the following relationship principles:
- (a) work consistently with te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
 - (b) operate a 'no surprises' approach;
 - (c) work in a spirit of co-operation;
 - (d) acknowledge that the relationship is evolving, not prescribed;
 - (e) respect the independence of the parties and their individual mandates, roles and responsibilities; and
 - (f) recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise.
- 2.2 This relationship agreement is intended to further enhance the existing relationships between the Ministry and the Trust. Nothing in this agreement displaces existing arrangements between the parties.
- 2.3 The commitments of the Ministry under this Relationship Agreement are limited to the extent that they are within the capability, resources and mandated work programme of the Ministry and the priorities of the government of the day.

3 KAITIAKITANGA – TE ĀKITAI WAIOHUA RELATIONSHIP WITH THE ENVIRONMENT

- 3.1 The Ministry for the Environment acknowledges that Te Ākitai Waiohū want to:
- (a) recover their traditional role as kaitiaki of the environment and resources of Tāmaki Makaurau; and
 - (b) maintain a strong cultural influence over the sustainable use and preservation of its land, air and waterways.

4 THE ROLE OF THE MINISTRY FOR THE ENVIRONMENT

- 4.1 The role of the Ministry is set out in the [Environment Act 1986](#).
- 4.2 The Ministry also has specific functions under a number of other Acts including the:
- (a) Resource Management Act 1991 (**RMA**);

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4: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

- (b) Climate Change Response Act 2002;
 - (c) Exclusive Economic Zone and Continental Shelf (Environmental Effects) Act 2012 (**EEZ Act**); and
 - (d) Environmental Reporting Act 2015.
- 4.3 As the Ministry is not involved in day-to-day environmental management, it focuses on providing:
- (a) environmental management systems, including laws and regulations;
 - (b) national direction through national policy statements, and national environmental standards and strategies;
 - (c) funding, guidance and training on best practice; and
 - (d) information about the health of the environment.

5 SCOPE

- 5.1 The Relationship Agreement applies to all functions, powers, responsibilities and actions of the Ministry for the Environment that are exercised in relation to environmental management within, or that affect, the Te Ākitai Waiohū Area of Interest as defined in the Te Ākitai Waiohū Deed of Settlement and attached as Appendix A to this Relationship Agreement.
- 5.2 The Relationship Agreement does not extend to the Ministry's role in appointing officials and statutory officers, and their roles and responsibilities.

6 COMMUNICATION

- 6.1 The Ministry will seek to establish and maintain effective and efficient communication with the Trust on a continuing basis through:
- (a) relationship meetings held in accordance with clause 7;
 - (b) maintaining information on the Trust's office holders, and their addresses and contact details;
 - (c) providing a primary Ministry contact for the Trust who will act as a liaison person with other Ministry staff;
 - (d) providing reasonable opportunities for the Trust to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise; and
 - (e) informing relevant Ministry staff of the contents of this Relationship Agreement and their responsibilities and roles under it.

DOCUMENTS

4: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

7 RELATIONSHIP MEETINGS

- 7.1 The parties agree that senior representatives of the Trust and the Ministry will participate in an annual relationship meeting.
- 7.2 Before each relationship meeting held in accordance with clause 7.1, representatives of the Trust and the Ministry will agree administrative arrangements for the meeting.
- 7.3 The agenda for each relationship meeting will be agreed between the parties before the relationship meeting. Agenda items could include:
- (a) any legislative or policy developments of interest to Te Ākitai Waiohū, including urban planning and environmental issues;
 - (b) local authority performance in the Te Ākitai Waiohū Area of Interest in implementing te Tiriti o Waitangi/the Treaty of Waitangi provisions in the RMA; and
 - (c) any other matters of mutual interest.
- 7.4 Each party will meet the costs and expenses of its representatives attending relationship meetings.
- 7.5 The first relationship meeting will take place within 3 months of a written request by the Trust, or earlier by mutual agreement.
- 7.6 Other meetings may be held from time to time between Ministry staff and the Trust as agreed.

8 IWI MANAGEMENT PLAN

- 8.1 If the Trust requests it, the Ministry for the Environment will support the development of an iwi management plan for Te Ākitai Waiohū by providing advice, information and review.
- 8.2 Support provided by the Ministry will be technical in nature, and does not include financial support.

9 LOCAL GOVERNMENT PERFORMANCE

- 9.1 The Minister for the Environment (the **Minister**) has the function of monitoring the effect and implementation of the RMA (refer section 24). The Minister also has the power to require local authorities (and others) to supply information about the exercise of their functions, powers, or duties (refer section 27).
- 9.2 The way in which these functions and powers are exercised varies from time to time. At the date of execution of the Relationship Agreement, the Ministry, on behalf of the Minister, surveys all local authorities about their processes under the RMA through the National Monitoring System (the NMS). The NMS includes questions relating to Māori participation.
- 9.3 The Ministry also separately collects information on environmental outcomes through state of the environment monitoring.

DOCUMENTS

4: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

- 9.4 Before each relationship meeting held under clause 7, the Ministry will provide the Trust with:
- (a) access to the most recent published information from the NMS as may be relevant to Te Ākitai Waiohua; and
 - (b) details of any published state of the environment monitoring; as it relates to the Te Ākitai Waiohua Area of Interest.

10 CAPACITY BUILDING, FACILITATING NETWORKING OPPORTUNITIES AND TRAINING

- 10.1 The Ministry and the Trust will seek opportunities to provide each other with training, networking opportunities and other capacity building activities in their respective areas of responsibility and expertise. Topics that capacity building, networking and training may cover include:
- (a) legislation that is administered by the Ministry including the [RMA](#), [EEZ Act](#), [Climate Change Response Act](#) and the [Environmental Reporting Act](#) and areas of responsibility under those Acts;
 - (b) Te Ākitai Waiohua values, practices and objectives.

- 10.2 The Ministry can provide advice and information to the Trust on training environmental commissioners and how people endorsed by the Trust can access this training.

11 CONTESTABLE FUNDS

- 11.1 The Ministry administers a number of contestable funds that the Trust may be interested in applying for to complete projects in the Te Ākitai Waiohua Area of Interest. The Ministry will provide the Trust with up to date information on funding rounds and funding criteria on request. This includes any contestable funding that may become available for iwi management plans.

12 OFFICIAL INFORMATION

- 12.1 The Ministry is subject to the requirements of the [Official Information Act 1982](#) (“OIA”).
- 12.2 The Ministry and the Minister may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes).
- 12.3 The Ministry will notify the Trust and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Trust wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

13 AMENDMENT

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

DOCUMENTS

4: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

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

WITNESS

Name:

Occupation:

Address:

SIGNED by and on behalf of the Te Ākitai Waiohū Settlement Trust in the presence of:

[Chairperson/Deputy Chairperson]

WITNESS

[]

Name:

Occupation:

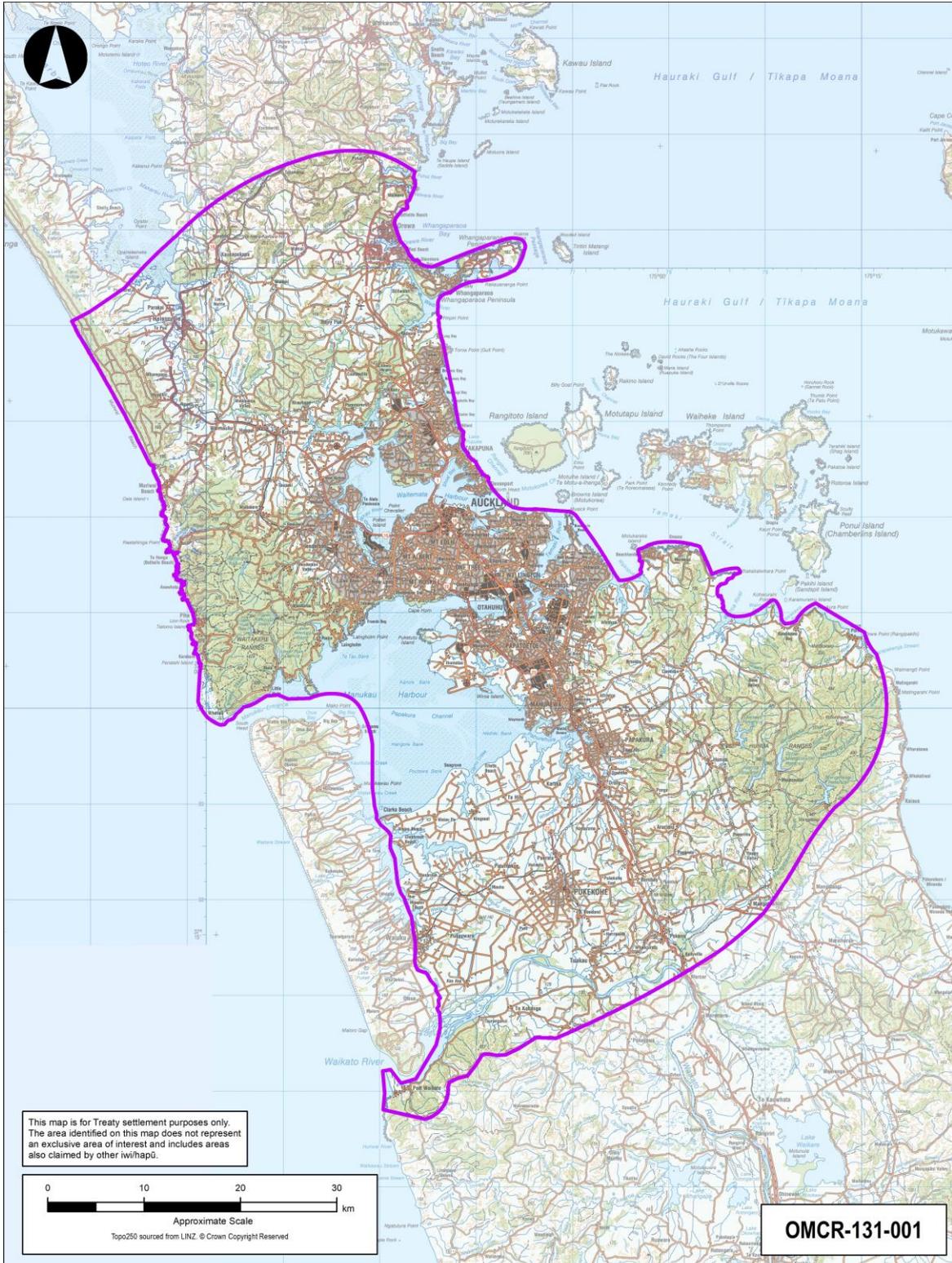
[]

Address:

DOCUMENTS

4: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

APPENDIX A



OMCR-131-001

North Auckland and South Auckland Land Districts
Territorial Authority: Auckland,
Hauraki and Waikato Districts
Compiled as a graphic representation.
Boundaries are indicative only.

Te Arawhiti
THE OFFICE FOR MĀORI CROWN RELATIONS

Area of Interest

Areas referred to in the deed of settlement between
Te Ākitai Waiohūa and the Crown

Approved as to boundaries:
.....
for Te Ākitai Waiohūa
.....
for and on behalf of the Crown

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5. WHAKAAETANGA TIAKI TAONGA

DOCUMENTS
5: WHAKAAETANGA TIAKI TAONGA

Whakaaetanga Tiaki Taonga

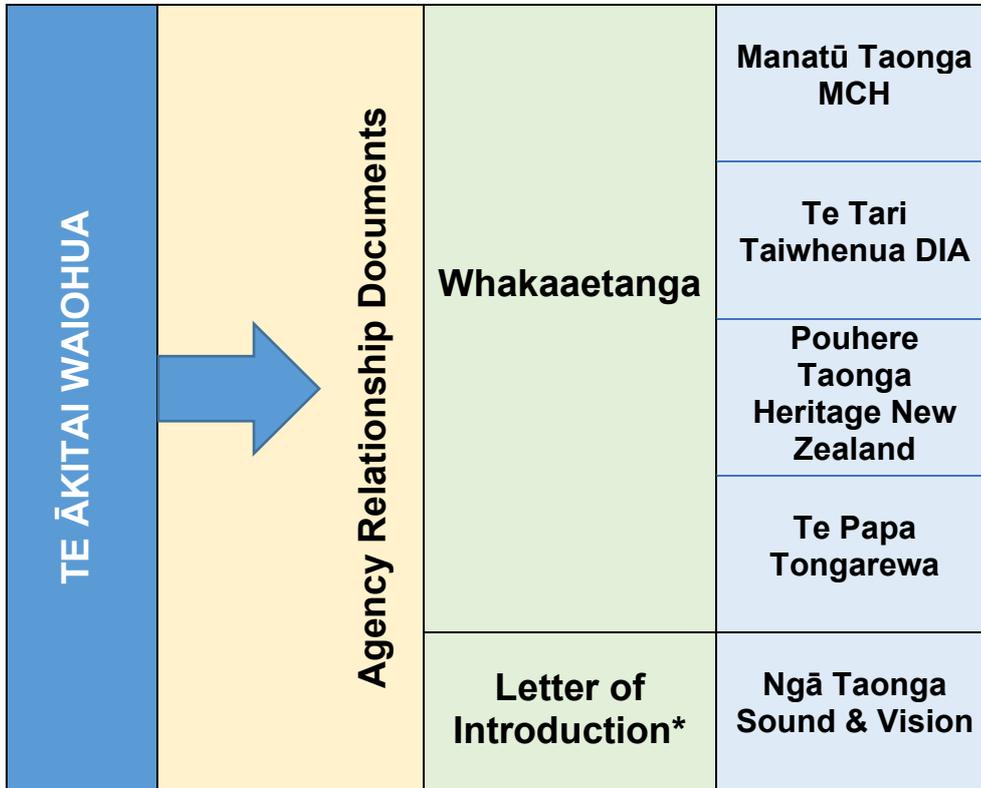
Relationship Agreement between the Culture and Heritage Parties and
Te Ākitai Waiohua Settlement Trust

DATE: [TBC]

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5: WHAKAAETANGA TIAKI TAONGA

Negotiations Sensitive: 9 December 2020 Te Ākitai Waiohū Whakaaetanga

Whakaaetanga Tiaki Taonga - Overarching Relationship Agreement



***An agreement outside of Treaty settlement process.**

This diagram explains the way we give effect to the relationship between iwi and the respective agencies. Some Culture and Heritage agencies come under this document, the Whakaaetanga Tiaki Taonga, and some have their own agreement. The constant is the relationship approach which is that agencies will work collaboratively to support iwi and their taonga aspirations.

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Whakaaetanga Tiaki Taonga

The Parties

The Parties to this Whakaaetanga Tiaki Taonga (“Whakaaetanga”) are:

- Te Ākitai Waiohua Settlement Trust, the post settlement governance entity;
- Te Tari Taiwhenua, Department of Internal Affairs (“DIA”), the agency responsible for:
 - the National Library Te Puna Matauranga o Aotearoa (“National Library”); and
 - Archives New Zealand Te Rua Mahara o Te Kawanatanga (“Archives New Zealand”)
- The Museum of New Zealand Te Papa Tongarewa (“Te Papa”);
- Heritage New Zealand Pouhere Taonga (“Pouhere Taonga”); and
- Manatū Taonga, Ministry for Culture and Heritage (“MCH”).

For the purposes of this Whakaaetanga the Te Ākitai Waiohua Settlement Trust is the body representative of Te Ākitai who have an interest in the matters covered under this Whakaaetanga. This derives from the status of the Te Ākitai Waiohua Settlement Trust as tangata whenua in the Iwi Area of Interest and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

The agencies responsible for the National Library and Archives New Zealand, Te Papa, Pouhere Taonga and MCH are for the purposes of this Whakaaetanga referred to as the “Culture and Heritage Parties”.

A summary of the role and functions of each of the Parties is provided in the Appendices.

Introduction

Under the Deed of Settlement dated [X] between Te Ākitai Waiohua (“Te Ākitai”) and the Crown (the “Deed of Settlement”), the Parties agreed to the development of a:

1. Whakaaetanga between the Culture and Heritage Parties and the Te Ākitai Waiohua Settlement Trust to facilitate:
 - 1.1. the care, management, access, use, development and revitalisation of Te Ākitai taonga; and
 - 1.2. the identification, protection, preservation and conservation of the historical and cultural heritage of Te Ākitai.
2. The Parties have entered into this Whakaaetanga consistently with the partnership principle underlying Te Tiriti o Waitangi/Treaty of Waitangi.
3. The Parties wish to record in this Whakaaetanga their common commitment relating to the care and management, use, development and revitalisation of, and access to, Te Ākitai taonga (whether held by Te Ākitai whānau and hapū, MCH, Te Papa or the agency responsible for the National Library and Archives New Zealand).

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4. Pouhere Taonga wishes to record its commitment to the identification protection, preservation and conservation of the historical and cultural heritage of Te Ākitai.
5. The Parties acknowledge that these common commitments are intended to support and promote the vision of Te Ākitai Waiohua Settlement Trust.

Purpose

6. The Parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to, Te Ākitai taonga, whether held by Te Ākitai whānau and hapū, MCH, Te Papa or the agency responsible for the National Library and Archives New Zealand
7. Those Parties who have responsibilities for taonga recognise the following, which will guide them in giving effect to the purpose of this Whakaaetanga and will be discussed as part of the development of the joint work plans:
 - 7.1. the significance of Te Ākitai taonga to the maintenance and development of Te Ākitai culture and to enriching the cultural life of New Zealand;
 - 7.2. that Te Ākitai taonga is held and looked after by Te Ākitai whānau and hapū, and also by the Culture and Heritage Parties;
 - 7.3. Te Ākitai's cultural and spiritual authority in relation to Te Ākitai taonga;
 - 7.4. that active and meaningful engagement by the Culture and Heritage Parties with Te Ākitai in the care and management, use, development and revitalisation of, and access to, Te Ākitai taonga is required as agreed in the joint work plans;
 - 7.5. that innovative and technological solutions are required to provide opportunities for Te Ākitai's youthful population, and the over 35% of that population who are living outside the traditional tribal rohe, to connect with Te Ākitai's culture and identity; and
 - 7.6. the need for an enduring and collaborative relationship to be developed between Te Ākitai Waiohua Settlement Trust and the Culture and Heritage Parties.
8. Pouhere Taonga recognises the following which will guide it in giving effect to the purpose of this Whakaaetanga and will be discussed as part of the development of the work plans:
 - 8.1. the significance of wāhi tapu and wāhi tūpuna, land based Māori heritage, structures and monuments to enriching the cultural life of New Zealand;
 - 8.2. that wāhi tapu and wāhi tūpuna, land based Māori heritage, structures and monuments looked after by Te Ākitai whānau and hapū;
 - 8.3. Te Ākitai's cultural and spiritual authority in relation to Te Ākitai wāhi tapu and wāhi tūpuna, land based Māori heritage, structures and monuments;
 - 8.4. that active and meaningful engagement by the Pouhere Taonga with Te Ākitai in the identification, protection, preservation and conservation of Te Ākitai wāhi tapu, wāhi

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tūpuna, land based Māori heritage, structures and monuments are required as agreed in the work plans; and

- 8.5. the need for an enduring and collaborative relationship to be developed between Te Ākitai Waiohua Settlement Trust and Pouhere Taonga.

Vision

9. The Culture and Heritage Parties recognise and respect the vision of Te Ākitai Waiohua Settlement Trust which is Te Ākitai Oho Moata 'Te Ākitai awake at early dawn'. The meaning of this vision is to prepare Te Ākitai as an iwi for the future by ensuring it remains vigilant and prepared. This is achieved by strengthening the cultural identity of Te Ākitai people and revitalising their reo, whakapapa, tūpuna, kōrero, tikanga, kawa and history through the research, collection, compilation, recording, storing, presentation, publication and distribution of Te Ākitai taonga including information associated with that taonga.
10. This vision is intended to facilitate access to Te Ākitai taonga and their care and management, use, development and revitalisation and to facilitate the identification, protection, preservation and conservation of Te Ākitai historical and cultural heritage.
11. The vision of Te Ākitai Waiohua Settlement Trust is built upon the already existing relationships between Te Ākitai and the Culture and Heritage Parties. The Parties recognise the common role shared by the Culture and Heritage Parties in collecting, preserving and providing access to the nation's art, culture and heritage collections and resources and in identifying, protecting and preserving wāhi tapu, wāhi tūpuna and land based Māori heritage. The Parties recognise the importance of this existing relationship as contributing towards the role of the Culture and Heritage Parties.

Principles

12. The Parties acknowledge the following relationship principles that will guide the implementation of this Whakaaetanga:
 - 12.1. working consistently with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
 - 12.2. working with a 'no surprises' approach;
 - 12.3. working in a spirit of co-operation;
 - 12.4. acknowledging that the relationship is flexible and evolving;
 - 12.5. respecting the independence of the Parties and their individual mandates, roles and responsibilities; and
 - 12.6. recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge and expertise.
13. Te Ākitai Waiohua Settlement Trust and the Culture and Heritage Parties have entered into this Whakaaetanga in good faith and in the spirit of partnership. Te Ākitai Waiohua Settlement Trust and the Culture and Heritage Parties agree to act in good faith and work fairly,

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reasonably and honourably towards each other with respect to the commitments identified below.

Effect

14. The requirements of the Whakaaetanga are aspirational and non-binding. The Parties acknowledge that while this Whakaaetanga is not intended to constitute a contract, that is enforceable in law between the Parties, the Parties are committed to working together in good faith in accordance with this Whakaaetanga.
15. Appendix B (*The Role of Manatū Taonga - Ministry for Culture and Heritage in relation to Taonga Tūturu*) of the Whakaaetanga is issued pursuant to section [xx] of the [Te Ākitai Waiohua Settlement Act YEAR] (“the Settlement Legislation”) that implements the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement. Appendix B is legally enforceable under the Settlement Legislation.
16. For the avoidance of doubt the legally enforceable parts of the Whakaaetanga are contained in Appendix B and apply to MCH only.
17. Resourcing of activities under this Whakaaetanga will be within the existing resource limits and align with the Government priorities of the day.
18. Te Ākitai Waiohua Settlement Trust acknowledges that all agreements and commitments contained in this Whakaaetanga are subject to legislative rights and obligations under which the respective Culture and Heritage Parties operate and the terms upon which specific taonga are held by the Culture and Heritage Parties.

Development of specific pieces of work

19. When requested by the Te Ākitai Waiohua Settlement Trust, each of the Culture and Heritage Parties will confirm joint work plans (work plans) with Te Ākitai Waiohua Settlement Trust, in relation to matters consistent with the purpose of this Whakaaetanga of specific pieces of work to be undertaken which may:
 - 19.1. provide the detail of the commitments agreed by Te Ākitai Waiohua Settlement Trust and each respective Culture and Heritage Party;
 - 19.2. set out a timetable and milestones for delivering on any agreed commitments;
 - 19.3. confirm the responsibilities for the various parties in meeting the agreed commitments;
 - 19.4. identify a process for resolving any issues or disputes;
 - 19.5. identify key contact persons for the parties;
 - 19.6. provide for mutually agreed outcomes; and
 - 19.7. provide for the work plans to be reviewed at the annual meeting.

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20. Final topics for the work plans will be mutually agreed by Te Ākitai Waiohua Settlement Trust and each respective Culture and Heritage Party and will reflect the priorities, resources and the specific functions and duties of the parties.
21. When developing work plans Culture and Heritage Parties may invite any other party to be involved in discussions about the work plan. The Culture and Heritage Parties will engage with Te Ākitai Waiohua Settlement Trust before issuing any such invitation.

Work Plan Topics Shared by all Parties

22. Potential topics for each of the respective Culture and Heritage Parties' work plans may include, but are not limited to, the topics identified below.

22.1. Care and Management of Te Ākitai taonga held by Culture and Heritage Parties and of land based Māori heritage structures and monuments:

- a. to provide access, advice and guidance on taonga and cultural heritage issues;
- b. to work collaboratively with Te Ākitai Waiohua Settlement Trust as far as reasonably practicable, to develop and maintain inventories for Te Ākitai taonga;
- c. to work collaboratively with Te Ākitai Waiohua Settlement Trust to research Te Ākitai taonga;
- d. to work with Te Ākitai Waiohua Settlement Trust to develop metadata for Te Ākitai taonga;
- e. to work collaboratively with Te Ākitai Waiohua Settlement Trust on taonga care, management, and storage;
- f. to develop mutually beneficial research projects that enhance the understanding of Te Ākitai taonga and Te Ākitai culture; and
- g. to work collaboratively with Te Ākitai Waiohua Settlement Trust on the identification, preservation and protection of their land based Māori heritage, structures and monuments.

22.2. Sharing knowledge and expertise associated with Te Ākitai cultural heritage in order to:

- a. share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues;
- b. share information on database use and research methodologies specific to, or that can be applied towards Te Ākitai taonga;
- c. work together on exhibition planning processes and related activities specific to Te Ākitai taonga;

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- d. seek advice from Te Ākitai Waiohū Settlement Trust regarding specific policy and tikanga guidance as it relates to Te Ākitai taonga; and
- e. share information on the preservation and protection of land based Māori heritage, structures and monuments.

22.3. Opportunities for increased learning and capacity building relating to Te Ākitai taonga through:

- a. conservation and training in Taonga and structure preservation;
- b. collection management systems;
- c. digitisation initiatives; and
- d. training and development, with possible internships.

23. Final topics for the work plans will be mutually agreed by Te Ākitai Waiohū Settlement Trust and each respective Culture and Heritage Party and will reflect the priorities, resources and the specific functions and duties of the Parties. Appendix A and B of this Whakaaetanga includes potential topics for work plans between Te Ākitai Waiohū Settlement Trust and each of the Culture and Heritage Parties.

Ongoing Relationships

- 24. The Parties agree to meet (“hui of the Parties”) if requested by either party, at a date to be mutually agreed.
- 25. The Parties will jointly take responsibility for confirming the hui of the Parties and the hui agenda.
- 26. Each party will meet its own cost of attending the hui of the Parties.

Communication

27. The Parties commit to:

- 27.1. maintain effective communication with one another on any concerns and issues arising from this Whakaaetanga and its implementation;
- 27.2. as far as reasonably practicable, provide opportunities for meetings of relevant management and staff;
- 27.3. as far as reasonably practicable, train relevant employees of the Parties to ensure that they are made aware of this Whakaaetanga and the practical tasks which flow from it;
- 27.4. as far as reasonably practicable, inform other organisations with whom they work, central government agencies and stakeholders about this Whakaaetanga and future amendments; and
- 27.5. include a copy of this Whakaaetanga on the Culture and Heritage Parties’ websites.

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28. It is agreed by the Parties that any issue regarding the interpretation of clauses in this Whakaaetanga shall be resolved after taking into account the Te Ākitai Waiohua Settlement Trust vision and principles.

Changes to Policy and Legislation Affecting this Whakaaetanga

29. In addition to the specific commitments in this Whakaaetanga, the Culture and Heritage Parties will consult, wherever practicable, with the Te Ākitai Waiohua Settlement Trust on legislative and policy development or review which potentially affects Te Ākitai taonga and provide for opportunities for the Te Ākitai Waiohua Settlement Trust to contribute to such developments.

Consultation

30. If any of the Culture and Heritage Parties consult with the public or with Māori generally on policy development or any proposed legislative amendment to the statutes under which the Culture and Heritage Parties operate, and which impacts on the purpose of this Whakaaetanga, the Culture and Heritage Parties shall:

30.1. notify the Te Ākitai Waiohua Settlement Trust of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;

30.2. make available to the Te Ākitai Waiohua Settlement Trust the information provided to Māori as part of the consultation process referred to in this clause; and

30.3. advise the Te Ākitai Waiohua Settlement Trust of the final outcome of any such consultation.

31. Where the Culture and Heritage Parties are required to consult under this Whakaaetanga, the basic principles that will be followed in consulting with Te Ākitai Waiohua Settlement Trust trustees in each case are:

31.1. ensuring that Te Ākitai Waiohua Settlement Trust trustees are consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the Culture and Heritage party of the proposal or issues to be the subject of the consultation;

31.2. providing Te Ākitai Waiohua Settlement Trust trustees with sufficient information to make informed submissions in relation to any of the matters that are the subject of the consultation;

31.3. ensuring that sufficient time is given for the participation of Te Ākitai Waiohua Settlement Trust trustees in the decision making process including the preparation of submissions by Te Ākitai Waiohua Settlement Trust trustees in relation to any of the matters that are the subject of the consultation;

31.4. ensuring that the Culture and Heritage party will approach the consultation with Te Ākitai Waiohua Settlement Trust trustees with an open mind, and will genuinely consider the

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submissions of Te Ākitai Waiohū Settlement Trust trustees in relation to any of the matters that are the subject of the consultation; and

31.5. reporting back to Te Ākitai Waiohū Settlement Trust trustees, either in writing or in person, in regard to any decisions made that relate to that consultation.

Dispute Resolution

32. In the event that the Parties cannot agree on the interpretation or implementation of this Whakaaetanga, or agree revised terms following a review of the Whakaaetanga, then a meeting will be convened between the Te Ākitai Waiohū Settlement Trust and the Chief Executive of, or relevant Minister for, the Culture and Heritage Party (or, in the case of Te Papa and Pouhere Taonga, the Chairperson of the Board). Any party that makes a request for a meeting will give one month's notice to the other parties.

33. Where the dispute has not been resolved within a reasonable period of time through a meeting under clause 32 then either party may require the dispute to be referred to mediation as follows:

33.1. the party requiring the dispute to be referred to mediation must provide written notice to the other party or parties.

33.2. the parties will seek to agree upon a mediator and, failing agreement within 15 working days of the date of the notice described in clause 33.1 mediator will be appointed by the President for the time being of the New Zealand Law Society. The mediator will be:

- a. familiar with tikanga based dispute resolution; and
- b. independent of the dispute.

33.3. the mediator will not have the power to determine the dispute, but may offer advice of a non-binding nature.

34. Where a mediator is appointed through the process described in clause 24, the costs of the mediation will be met jointly by the Parties.

Review Provision

35. This Whakaaetanga will be reviewed by the Parties from time to time as agreed by the Parties, including where there is a change or a proposed change to the legislation or policy relevant to the Culture and Heritage Parties that have the potential to affect the matters included in this Whakaaetanga. This review will take place at the hui of the Parties, to ensure that the vision, principles and commitments entered into in the Whakaaetanga remain relevant and continue to capture the purpose of the Whakaaetanga.

36. The Parties will negotiate any amendments to provisions at a hui of the Parties referred to at clause 24 and may sign an amended Whakaaetanga that reflects the changes which will take effect upon signing.

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Definitions

“the Area”	means the Te Ākitai Waiohua Area of Interest as defined at Appendix D
“Culture and Heritage parties”	has the same meaning given to it in “the Parties” section of this Whakaaetanga
“Deaccessioned”	means the permanent removal of an item from the collections of Te Papa
“Found”	has the same meaning as in section 2 of the Protected Objects Act 1975
“Inventories”	means list of information
“Whakaaetanga”	means this Whakaaetanga Tiaki Taonga
“National Library”	includes the Alexander Turnbull Library
“Settlement Date”	has the same meaning as in the Deed of Settlement.
“Taonga”	Taonga includes (but is not limited to) artefacts, modified human remains, manuscripts, archives, records, information and data, including multi-media formats such as sound, still and moving images, wāhi tapu, wāhi tapu areas, wāhi tūpuna/wāhi tīpuna, historic places and historic areas of interest to Māori. Te Papa includes natural environment collections in its definition of taonga.
“Tiaki Taonga”	means the care and management, use, development and revitalisation of, and access to, taonga; whether held by iwi, whānau and hapū or the Crown parties

[Issued on] []

Signing Parties

(Name)
Chief Executive
Te Ākitai Waiohua Settlement Trust
Date:

WITNESS

Name:
Occupation:
Address:

Paul James
Chief Executive
Te Tari Taiwhenua Department of Internal Affairs
Date:

WITNESS

Name:
Occupation:
Address:

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Bernadette Cavanagh
Chief Executive

Ministry for Culture and Heritage Manatū Taonga **WITNESS**

Date:

Name:

Occupation:

Address:

Courtney Johnston
Tumu Whakarae, Chief Executive

Museum of New Zealand Te Papa Tongarewa **WITNESS**

Date:

Name:

Occupation:

Address:

Arapata Hakiwai
Kaihautū

Museum of New Zealand Te Papa Tongarewa **WITNESS**

Date:

Name:

Occupation:

Address:

Andrew Coleman
Chief Executive

Heritage New Zealand Pouhere Taonga **WITNESS**

Date:

Name:

Occupation:

Address:

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Appendix A: Work Plan Topics Specific to Culture and Heritage Parties

Potential topics for Culture and Heritage Parties' respective work plans may include, but are not limited to, the topics identified below.

Te Tari Taiwhenua Department of Internal Affairs

National Library Te Puna Mātauranga o Aotearoa

1. Collaborative Care and Management of Taonga:
 - a) to work with Te Ākitai Waiohua Settlement Trust to develop processes to record what material relating to Te Ākitai taonga is being accessed from the collections;
 - b) to work with Te Ākitai Waiohua Settlement Trust to develop protocols concerning use of and access to material relating to Te Ākitai taonga;
 - c) to work with Te Ākitai Waiohua Settlement Trust to develop exhibition opportunities relating to Te Ākitai Settlement taonga; and
 - d) to provide Te Ākitai Waiohua Settlement Trust the opportunity to share their mātauranga regarding key activities and events at National Library.
2. Sharing knowledge and expertise associated with Te Ākitai taonga:
 - a) to share knowledge and expertise on Te Ākitai taonga held overseas; and
 - b) to broker relationships with New Zealand and international libraries and heritage organisations.

Archives New Zealand Te Rua Mahara o Te Kawanatanga

3. Collaborative Care and Management of Taonga:
 - a) to work with Te Ākitai Waiohua Settlement Trust to develop processes to record what material relating to Te Ākitai taonga is being accessed from the collections;
 - b) to work with Te Ākitai Waiohua Settlement Trust to develop protocols concerning use of and access to materials relating to Te Ākitai taonga;
 - c) the Chief Archivist will facilitate, where possible, the engagement of public offices with (the Settled Iwi) to identify and arrange for the discharge of any taonga records relevant to the (the Settled Iwi) which are scheduled for disposal and are not required for retention as part of the permanent Government record; and
 - d) to develop a process to provide information to Te Ākitai Waiohua Settlement Trust on the type of research being conducted when Te Ākitai taonga are being accessed.

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4. Monitoring delivery of service:
 - a) to develop processes to monitor the effectiveness of the relationship with and services to Te Ākitai Waiohū Settlement Trust in achieving outcomes mutually agreed in the work plans.
5. Analysis and reporting:
 - a) to prepare and prioritise a list of key questions to ask regularly in written reports to Te Ākitai Waiohū Settlement Trust which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.
6. Advice for public offices and local authorities on access to Te Ākitai taonga:
 - a) to consult with Te Ākitai Waiohū Settlement Trust, and advise public offices and local authorities, on best practice in making access decisions for access to Te Ākitai taonga held by the public archives and local authorities.

Museum of New Zealand Te Papa Tongarewa

7. To work with Te Ākitai Waiohū Settlement Trust consistent with the principle of Mana Taonga which:
 - a) seeks the input of communities for guidance on how their taonga should be managed, cared for, exhibited, or represented and gives all people who have taonga in Museum of New Zealand Te Papa Tongarewa's ("Te Papa") collections a special connection to the marae – Rongomaraeroa; and
 - b) shapes and informs many of Te Papa's activities and provides guidance for staff in the research, care, and management of taonga.
8. Collaborative Care and Management of Taonga:
 - a) to develop and maintain an inventory of Te Ākitai taonga held at Te Papa;
 - b) to work with Te Ākitai Waiohū Settlement Trust to develop exhibition opportunities; and
 - c) to provide opportunities to promote Te Ākitai artists at Te Papa.
9. To provide Te Ākitai the opportunity to share their mātauranga regarding key activities and events at Te Papa:
 - a) to recognise the Te Ākitai Waiohū Settlement Trust as an iwi authority for Te Ākitai in relation to taonga issues; and
 - b) to consult with Te Ākitai Waiohū Settlement Trust regarding, and provide Te Ākitai with the opportunity to acquire, Te Ākitai taonga that may be deaccessioned by Te Papa.

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10. Sharing knowledge and expertise associated with Te Ākitai cultural heritage kaupapa:
- a) to share knowledge and expertise associated with Te Ākitai cultural heritage kaupapa, including the following:
 - (i) Legislation (e.g. the Protected Objects Act 1975) museum policies and practices;
 - (ii) Visitor Market Research & Evaluation methodology and data;
 - (iii) Te Ākitai taonga held overseas;
 - b) to actively facilitate Te Ākitai relationships with New Zealand and international museums, galleries and heritage organisations; and
 - c) to actively facilitate opportunities for access and reconnection of Te Ākitai Waiohū Settlement Trust taonga through the relationships stated in para 16.

Te Papa: Future Aspirations:

11. In the future Te Papa and Te Ākitai Waiohū Settlement Trust will work together on:
- a) New Zealand Museum Standards Scheme;
 - b) advice on cultural centre development;
 - c) commercial Initiatives;
 - d) exhibition partnership.

Pouhere Taonga Heritage New Zealand– Māori Heritage

12. From maunga kōrero to punawai, from whare tūpuna to rua kōiwi, Māori heritage places are taonga tuku iho, integral to Aotearoa/ New Zealand's culture and identity. Pouhere Taonga – Heritage New Zealand ("Pouhere Taonga") promotes the identification, protection, preservation and conservation of the historical and cultural heritage of our country.

WHAKAORANGA TAONGA MARAE - MĀORI BUILDINGS CONSERVATION PROGRAMME

13. Wharenuī, wharekai, whare karakia, pātaka, pouhaki, tohu whakamaharatanga, waka, and other forms of Māori built heritage are important taonga to preserve for the future. Pouhere Taonga actively assists whānau, hapū and iwi initiatives to preserve these taonga through a range of advisory and on-site services.
14. These services include:
- a) conservation assessments;
 - b) conservation technical advice and services;
 - c) conservation workshops; and
 - d) funding advice.

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MAHI HURA WHENUA - MĀORI HERITAGE AND ARCHAEOLOGY

15. The Heritage New Zealand Pouhere Taonga Act 2014 (“the Act”) defines an archaeological site as a place associated with pre-1900 human activity where there may be evidence relating to the history of Aotearoa/New Zealand. When any development is planned that may affect an archaeological site or suspected archaeological site, the developer must apply for an archaeological authority. The archaeological authority provisions are contained in the Act. The developers must consult tāngata whenua. Pouhere Taonga staff:

- a) assess the impact of proposed land development on Māori cultural values, and check that consultation between developers and hapū or iwi has been conducted; and
- b) help liaise with communities – tāngata whenua, landowners, developers, archaeologists.

MAHI RĀRANGI KŌRERO - MĀORI HERITAGE AND THE LIST

16. Formerly known as the Register, the New Zealand Heritage List/Rārangi Kōrero (“the List”) recognises historic places, historic areas, wāhi tapu, wāhi tapu areas and wāhi tūpuna that are significant to the heritage of Aotearoa / New Zealand. Entry of Māori heritage places on the List is a process that informs landowners and the public about these places and can also support their protection. The introduction of protection mechanisms like covenants and listing on district plans can be assisted by entering them onto the List. Inclusion on the List can also support applications for funding for preservation work. Pouhere Taonga staff:

- a) liaise and consult with tangata whenua and interested groups, e.g. landowners, local authorities, government departments;
- b) specifically prepare Māori heritage proposals for entry on the List; and
- c) assist with research, and prepare reports for the Board of Pouhere Taonga and Māori Heritage Council.

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5: WHAKAAETANGA TIAKI TAONGA

Appendix B: The Role of Manatū Taonga - Ministry for Culture and Heritage in relation to Taonga Tūturu

1. The Minister for Arts, Culture and Heritage (“the Minister”) and the Chief Executive of the Ministry for Culture and Heritage (“the Chief Executive”) have certain roles in terms of the matters described in this Appendix. In exercising such roles, the Minister and the Chief Executive will provide Te Ākitai Waiohua Settlement Trust with the opportunity for input into those matters.

RELATIONSHIP PRINCIPLES

2. Te Ākitai Waiohua Settlement Trust, the Minister and the Chief Executive agree to abide by the relationship principles set out in clauses 12 and 13 of this Whakaaetanga when implementing the relationship as set out in this Appendix and in exercising the various roles and functions described in this Appendix.

WHAKAAETANGA PROVISIONS

3. Manatū Taonga, the Ministry for Culture and Heritage (“MCH”) agrees to comply with all of its obligations to Te Ākitai Waiohua Settlement Trust set out in the body of the Whakaaetanga.

PROTECTED OBJECTS ACT 1975

4. The Chief Executive has certain functions, powers and duties in terms of the Protected Objects Act 1975 (formerly known as the Antiquities Act 1975) and will consult, notify and provide information to Te Ākitai Waiohua Settlement Trust trustees within the limits of the Act.
5. The Protected Objects Act 1975 regulates:
 - a) the export of protected New Zealand objects;
 - b) the illegal export and import of protected New Zealand and foreign objects; and
 - c) the sale, trade and ownership of taonga tūturu, including what to do if you find a taonga or Māori artefact.

NOTIFICATION OF TAONGA TŪTURU

6. From the date this Whakaaetanga is issued the Chief Executive will:
 - a) notify Te Ākitai Waiohua Settlement Trust in writing of any Taonga Tūturu found within the Area or identified as being of Te Ākitai origin found anywhere else in New Zealand;
 - b) provide for the care, recording and custody of any Taonga Tūturu found within the Area or identified as being of Te Ākitai origin found anywhere else in New Zealand;
 - c) notify Te Ākitai Waiohua Settlement Trust in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Area or identified as being of Te Ākitai origin found anywhere else in New Zealand;

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- d) notify Te Ākitai Waiohū Settlement Trust in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Area or identified as being of Te Ākitai origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
- e) notify Te Ākitai Waiohū Settlement Trust in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Area or identified as being of Te Ākitai origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

OWNERSHIP OF TAONGA TŪTURU FOUND IN THE AREA OR IDENTIFIED AS BEING OF TE ĀKITAI WAIOHŪ ORIGIN FOUND ELSEWHERE IN NEW ZEALAND

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

CUSTODY OF TAONGA TŪTURU FOUND IN THE AREA OR IDENTIFIED AS BEING OF TE ĀKITAI WAIOHŪ ORIGIN FOUND ELSEWHERE IN NEW ZEALAND

- 10. If Te Ākitai Waiohū Settlement Trust does not lodge a claim of ownership of any Taonga Tūturu found within the Area or identified as being of Te Ākitai origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:
 - a) consult Te Ākitai Waiohū Settlement Trust before a decision is made on who may have custody of the Taonga Tūturu; and
 - b) notify Te Ākitai Waiohū Settlement Trust in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

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EXPORT APPLICATIONS - EXPERT EXAMINERS

11. For the purpose of seeking an expert opinion from Te Ākitai Waiohua Settlement Trust trustees on any export applications to remove any Taonga Tūturu of Te Ākitai origin from New Zealand, the Chief Executive will register Te Ākitai Waiohua Settlement Trust trustees on the MCH Register of Expert Examiners.
12. Where the Chief Executive receives an export application to remove any Taonga Tūturu of Te Ākitai origin from New Zealand, the Chief Executive will consult Te Ākitai Waiohua Settlement Trust trustees as an Expert Examiner on that application, and notify the Te Ākitai Waiohua Settlement Trust trustees in writing of their decision.

THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

13. The Minister has functions, powers and duties under the Protected Objects Act 1975 and may consult, notify and provide information to Te Ākitai Waiohua Settlement Trust within the limits of the Act. In circumstances where the Chief Executive originally consulted Te Ākitai Waiohua Settlement Trust as an Expert Examiner, the Minister may consult with Te Ākitai Waiohua Settlement Trust where a person appeals the decision of the Chief Executive to:
 - a) refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
 - b) impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;
14. MCH will notify Te Ākitai Waiohua Settlement Trust in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where Te Ākitai Waiohua Settlement Trust was consulted as an Expert Examiner.

EFFECTS ON TE ĀKITAI WAIOHUA INTERESTS IN THE AREA

15. The Chief Executive and Te Ākitai Waiohua Settlement Trust shall discuss any policy and legislative development, which specifically affects Te Ākitai Waiohua's interests in the Area.
16. The Chief Executive and Te Ākitai Waiohua Settlement Trust shall discuss any of the Ministry's operational activities, which specifically affect Te Ākitai Waiohua's interests in the Area.
17. Notwithstanding paragraphs 15 and 16 above the Chief Executive and Te Ākitai Waiohua Settlement Trust shall meet to discuss Te Ākitai Waiohua's interests in the Area as part of the meeting specified in clause 24 of the main body of the Whakaaetanga.

REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

18. The Chief Executive will register Te Ākitai Waiohua Settlement Trust trustees as a Registered Collector of Taonga Tūturu.

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BOARD APPOINTMENTS

19. The Chief Executive shall:

- a) notify Te Ākitai Waiohū Settlement Trust trustees of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
- b) add Te Ākitai Waiohū Settlement Trust trustees' nominees onto MCH's Nomination Register for Boards, which the Minister appoints to; and
- c) notify Te Ākitai Waiohū Settlement Trust trustees of any ministerial appointments to Boards which the Minister to, where these are publicly notified.

NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

20. The Chief Executive shall seek and consider the views of Te Ākitai Waiohū Settlement Trust trustees on any national monument, war grave or historic grave managed or administered by MCH, which specifically relates to Te Ākitai's interests.

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

HISTORY PUBLICATIONS RELATING TO TE ĀKITAI WAIOHUA

22. The Chief Executive shall:

- a) provide Te Ākitai Waiohū Settlement Trust trustees with a list and copies of all history publications commissioned or undertaken by MCH that relate substantially to Te Ākitai; and
- b) where reasonably practicable, consult with Te Ākitai Waiohū Settlement Trust trustees on any work MCH undertakes that relates substantially to Te Ākitai:
 - i) from an early stage;
 - ii) during the process of undertaking the work; and
 - iii) before making the final decision on the material of a publication.

23. Te Ākitai Waiohū Settlement Trust trustees accept that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by Te Ākitai Waiohū Settlement Trust trustees, is entitled to make the final decision on the material of the historical publication.

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5: WHAKAAETANGA TIAKI TAONGA

PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

24. When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Te Ākitai within the Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.
25. Where appropriate, the Chief Executive will consider using Te Ākitai Waiohū Settlement Trust trustees as a provider of professional services.
26. The procurement by the Chief Executive of any such services set out in clause 21 and 22 of Appendix B is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and MCH's purchasing policy.

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5: WHAKAAETANGA TIAKI TAONGA

Appendix C: Background information of the agencies

Te Tari Taiwhenua (Department of Internal Affairs)

1. Te Tari Taiwhenua Department of Internal Affairs (“the Department”) is the oldest government department and has been part of the fabric of New Zealand’s Public Service since the signing of the Treaty of Waitangi.
2. The Department serves and connects people, communities and government to build a safe, prosperous and respected nation. The Department is responsible to six Ministers administering six Votes across seven portfolios. Our portfolios include Internal Affairs, Ministerial Services, Ethnic Affairs, Civil Defence, Racing, Local Government and the Community and Voluntary sector.
3. The Minister of Internal Affairs oversees the Government’s ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
4. The Department:
 - (a) provides direct services to people, communities and government;
 - (b) provides policy advice to government;
 - (c) regulates peoples activity, encourages compliance and enforces the law;
 - (d) monitors performance; and
 - (e) currently employs 1500 staff in 21 cities and towns in New Zealand, Sydney and London.
5. In March 2010 Cabinet agreed that the functions of the National Library and Archives New Zealand should be amalgamated into the Department of Internal Affairs. From the date of legal amalgamation the Chief Executive of the Department of Internal Affairs will be accountable for the functions of the National Library and of Archives New Zealand.
6. The Chief Executive of the Department is responsible and accountable for the implementation of, and commitments set out in, this Whakaaetanga in relation to the functions of the National Library and of Archives New Zealand, and will have an important role in managing the overall relationship with Te Ākitai.

National Library of New Zealand (Te Puna Mātauranga o Aotearoa)

7. The National Library of New Zealand is set up under the National Library of New Zealand (Te Puna Mātauranga o Aotearoa) Act 2003. Under section 7 of the Act, the purpose of the National Library is to enrich the cultural and economic life of New Zealand and its interchanges with other nations by, as appropriate:
 - (a) collecting, preserving, and protecting documents, particularly those relating to New Zealand, and making them accessible for all the people of New Zealand, in a manner consistent with their status as documentary heritage and taonga;

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5: WHAKAAETANGA TIAKI TAONGA

- (b) supplementing and furthering the work of other libraries in New Zealand; and
 - (c) working collaboratively with other institutions having similar purposes, including those forming part of the international library community.
8. The Alexander Turnbull Library forms part of the National Library. Under section 12 of the Act, the purposes of the Alexander Turnbull Library are:
- (a) to preserve, protect, develop, and make accessible for all the people of New Zealand the collections of that library in perpetuity and in a manner consistent with their status as documentary heritage and taonga;
 - (b) to develop the research collections and the services of the Alexander Turnbull Library, particularly in the fields of New Zealand and Pacific studies and rare books; and
 - (c) to develop and maintain a comprehensive collection of documents relating to New Zealand and the people of New Zealand.

Archives New Zealand (Te Rua Mahara o te Kāwanatanga)

9. Archives New Zealand leads in advising on and monitoring the public record, and in the preservation of public records of long-term value. Archives New Zealand administers the Public Records Act 2005 which sets the functions the department is required to provide and the powers necessary to carry out these functions.
10. Archives New Zealand works to achieve the following outcomes:
- (a) Full and accurate records are kept by public sector agencies;
 - (b) Public archives are preserved and well-managed;
 - (c) Public archives are accessible and used; and
 - (d) The archiving community is coordinated and well led.
11. Archives New Zealand has a leadership and regulatory role in shaping, and intervening where necessary, in the information management practices of public sector agencies. This includes developing standards for information creation and maintenance, and providing advice and training for those implementing these standards.
12. Records of long-term value are transferred to the public archive on the authority of the Chief Archivist who has the statutory responsibility to determine whether to keep or dispose of information. These records form the record of each government administration.
13. Archives New Zealand ensures that public archives are preserved and well managed, while making those in the public arena accessible. The majority of the public archive is held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin.

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14. Access to the public archive is promoted through customer assistance and support in each of Archives New Zealand's four reading rooms across the country, our remote enquiries service, along with an increasing online digital presence.
15. Archives New Zealand has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private and community records. Maintaining a presence and working within the wider community, including Māori, iwi and hapū is important to the department's role and responsibility. The regional offices provide local communities with access to records of local significance. Together we support government recordkeeping and community organisations, Māori, iwi and hapū with the care and management of archives.

Museum of New Zealand Te Papa Tongarewa (Te Papa)

16. Te Papa is an autonomous Crown Entity under the Crown Entities Act 2004 and was established by the Museum of New Zealand Te Papa Tongarewa Act 1992.
17. Te Papa's purpose, as stated in the Museum of New Zealand Te Papa Tongarewa Act, is to "provide a forum in which the nation may present, explore, and preserve both the heritage of its cultures and knowledge of the natural environment in order to better understand and treasure the past, enrich the present and meet the challenges of the future".
18. Under the Act, in performing its functions, Te Papa shall:
 - (a) have regard to the ethnic and cultural diversity of the people of New Zealand, and the contributions they have made and continue to make to New Zealand's cultural life and the fabric of New Zealand society;
 - (b) endeavour to ensure both that the Museum expresses and recognises the mana and significance of Māori, European, and other major traditions and cultural heritages, and that the Museum provides the means for every such culture to contribute effectively to the Museum as a statement of New Zealand's identity;
 - (c) endeavour to ensure that the Museum is a source of pride for all New Zealanders.
19. For further information such as Annual Reports, Statements of Intent, and Statements of Performance Expectations, please refer to the Te Papa website: <https://www.tepapa.govt.nz/about/what-we-do/annual-reports-and-key-documents>

Manatū Taonga – Ministry for Culture and Heritage

20. The Ministry works with national cultural agencies such as NZ On Air, Creative New Zealand, the New Zealand Film Commission, and Te Papa Tongarewa. We administer their funding, monitor their activities and support appointees to their boards.
21. The Ministry provides advice to government on where to focus its interventions in the cultural sector. It seeks to ensure that Vote funding is invested as effectively and efficiently as possible, delivering the most collective outcome, and that government priorities are met. The

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Ministry supports the Minister for Arts, Culture and Heritage, the Minister of Broadcasting, Communications and Digital Media, and the Minister for Sport and Recreation.

22. The Ministry is responsible for, and has a strong track record of, delivering high-quality publications (including websites), managing significant heritage and commemorations, and acting as guardian of New Zealand's culture and kaitiaki of New Zealand's taonga. The Ministry's work prioritises cultural outcomes and also supports educational, economic and social outcomes, linking with the work of a range of other government agencies.
23. We maintain war graves and national memorials, including the National War Memorial. We award grants for regional museum projects, historical research, and Waitangi Day celebrations. The Ministry also maintains several heritage websites including Te Ara and NZHistory.govt.nz.

Heritage New Zealand Pouhere Taonga

24. Heritage New Zealand Pouhere Taonga is the leading national historic heritage agency. We operate in an environment marked by a growing interest in heritage, recognition of its social, cultural, environmental and economic benefits to our country, and awareness of its importance to national identity.
25. Heritage New Zealand Pouhere Taonga is an autonomous Crown Entity under the Crown Entities Act 2004. It is supported by the Government and funded via Vote Arts, Culture and Heritage through the Ministry for Culture and Heritage. Its work, powers and functions are prescribed by the Heritage New Zealand Pouhere Taonga Act 2014.
26. Most protective mechanisms for land-based historic heritage are administered by local authorities through their District Plan policies and heritage listings under the Resource Management Act 1991, although Heritage New Zealand Pouhere Taonga retains regulatory responsibilities regarding archaeological sites.
27. It is currently governed by a Board of Trustees, assisted by a Māori Heritage Council. The national office is in Wellington, with regional and area offices in Kerikeri, Auckland, Tauranga, Wellington, Christchurch and Dunedin, and a portfolio of 48 historic properties we care for around the country.

Heritage New Zealand - a change of name

28. In 2010, the Ministry for Culture and Heritage led a review of the Historic Places Act 1993 (HPA) and as a result of that work the Heritage New Zealand Pouhere Taonga Act 2014 was enacted on Tuesday 20 May 2014. The Act made some changes to how Heritage New Zealand operates, and to archaeological provisions. It also formally changed its name to Heritage New Zealand Pouhere Taonga and completes our transition to an Autonomous Crown Entity.
29. Generations of New Zealanders grew up with the New Zealand Historic Places Trust, working with Heritage New Zealand to preserve New Zealand's significant heritage. But even though the name was well-known, it does not reflect who Heritage New Zealand is today.

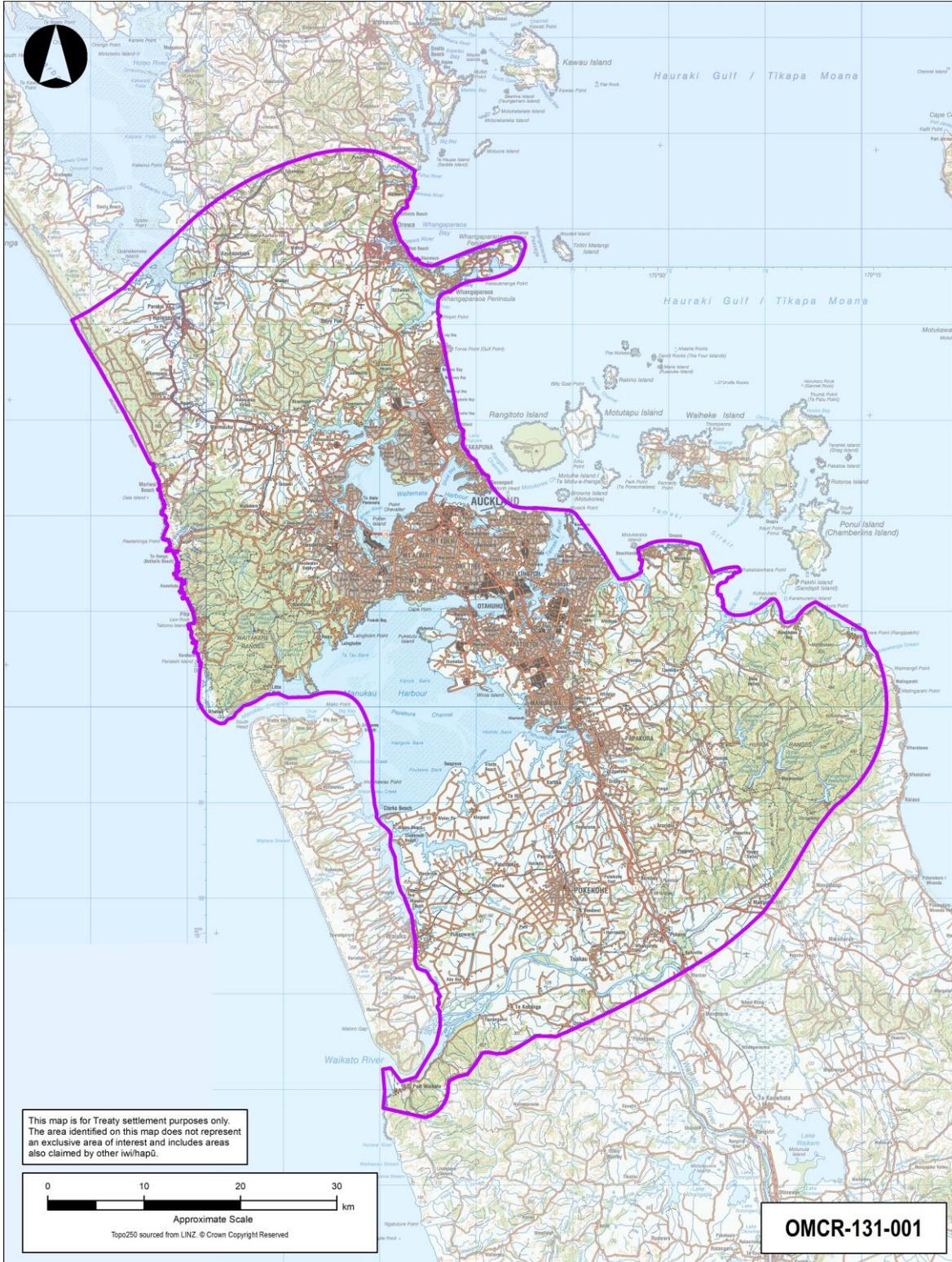
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30. While our status has changed some aspects of the way the organisation functions, there is much that will remain the same. Heritage New Zealand continues to:

- (a) Work in partnership with others, including iwi and hapū Māori, local and central government agencies, heritage NGOs, property owners, and its volunteers;
- (b) Provide advice to both central and local government, and property owners on the conservation of New Zealand's most significant heritage sites; and
- (c) Maintain the New Zealand Heritage List (formerly the national Register of historic places), manage 48 nationally significant heritage properties, regulate the modification of archaeological sites, and manage the national heritage preservation incentive fund.

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5: WHAKAAETANGA TIAKI TAONGA

Appendix D: Te Ākitai Waiohūa Area Of Interest



<p>North Auckland and South Auckland Land Districts Territorial Authority: Auckland, Hauraki and Waikato Districts Compiled as a graphic representation. Boundaries are indicative only.</p> <p>Te Arawhiti THE OFFICE FOR MĀORI CROWN RELATIONS</p>	<p>Area of Interest</p> <p>Areas referred to in the deed of settlement between Te Ākitai Waiohūa and the Crown</p>	<p>Approved as to boundaries:</p> <p>for Te Ākitai Waiohūa </p> <p>for and on behalf of the Crown </p>
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DOCUMENTS

6. LETTER OF RECOGNITION FROM MINISTRY FOR PRIMARY INDUSTRIES WITH RESPECT TO FISHERIES

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6: LETTER OF RECOGNITION FROM MINISTRY FOR PRIMARY INDUSTRIES WITH RESPECT TO FISHERIES

FISHERIES LETTER OF RECOGNITION (to be signed out by the Director-General)

Tangata whenua input and participation

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

Recognition of Te Ākitai Waiohua as tangata whenua

The Ministry recognises Te Ākitai Waiohua as tangata whenua within their Area of Interest and the areas included in their Coastal Statutory Acknowledgement. The Ministry acknowledges that Te Ākitai Waiohua have a special relationship with, and an interest in, the sustainable utilisation of all species of fish, aquatic life, and seaweed administered under the Fisheries Act 1996, within their Area of Interest and the areas included in their Coastal Statutory Acknowledgement.

The Ministry acknowledges that Te Ākitai Waiohua also has a customary, non-commercial interest in all species of fish, aquatic life, and seaweed administered under the Fisheries Act 1996, within their Area of Interest and the areas included in their Coastal Statutory Acknowledgement.

The Ministry also acknowledges that the Te Ākitai Waiohua Settlement Trust (the Trust) has an interest in the management of all fisheries resources in the quota management areas associated with the Te Ākitai Waiohua Area of Interest and the areas included in their Coastal Statutory Acknowledgement.

National Fisheries Plans

The management of New Zealand's fisheries is guided by National Fisheries Plans that describe the objectives the Ministry will work towards to manage fisheries. To provide for effective input and participation of tangata whenua into fisheries management decisions, the Ministry has developed the Forum Fisheries Plans (FFP) strategy. A central element of this strategy is the establishment of integrated Fisheries Management Area (FMA) forums and the development of FFPs. This will help iwi bring together their commercial, non-commercial, and other fisheries goals at a forum level.

Te Ākitai Waiohua involvement in fisheries planning processes and National Fisheries Plans

The Ministry will ensure that the Trust has an opportunity to contribute to the development of a FFP, which the Ministry may assist in developing. This will ensure that Te Ākitai Waiohua fisheries management objectives and priorities are given visibility and appropriate consideration in the development of any relevant FFP.

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6: LETTER OF RECOGNITION FROM MINISTRY FOR PRIMARY INDUSTRIES WITH RESPECT TO FISHERIES

The Ministry will ensure that the Trust has an opportunity to participate in and contribute to any future engagement process, which may be developed at a regional level or national level, provided that these processes are adopted to allow for the input and participation of tangata whenua into fisheries processes relating to those quota management areas associated with the Te Ākitai Waiohua Area of Interest and the areas included in their Coastal Statutory Acknowledgement.

Support for implementation of non-commercial customary fisheries regulations

The Ministry, within the resources available, will also provide the Trust with information to enable the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998, within the Te Ākitai Waiohua Area of Interest and the areas included in their Coastal Statutory Acknowledgement. The Ministry can discuss with the Trust the process for implementing the Fisheries (Kaimoana Customary Fishing) Regulations 1998.

Species of importance

The Ministry recognises that all fisheries resources, (being fish, aquatic life and seaweeds) are of importance to Te Ākitai Waiohua within the Te Ākitai Waiohua Area of Interest and within the areas included in their Coastal Statutory Acknowledgement.

Rāhui

The Ministry recognises that rāhui is a traditional use and management practice of Te Ākitai Waiohua and may be put in place within the Te Ākitai Waiohua Area of Interest and the areas included in their Coastal Statutory Acknowledgement by the Trust.

The Ministry and Te Ākitai Waiohua acknowledge that a traditional rāhui placed by the Governance Entity over their customary fisheries has no force in law, cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice. The Trust undertakes to inform the Ministry of the placing and the lifting of a rāhui by the Trust over their customary fisheries, and also the reasons for the rāhui.

The Ministry undertakes, within its resource capabilities, to inform a representative of any fishery stakeholder group that fishes in the area to which the rāhui has been applied (to the extent that such groups exist), of the placing and the lifting of a rāhui by the Trust over their customary fisheries.

Nāku noa, nā

Director-General
Ministry for Primary Industries

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7. LETTERS OF INTRODUCTION

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7.1 LETTER OF INTRODUCTION – AGENCIES

DOCUMENTS
7.1: LETTER OF INTRODUCTION - AGENCIES



Level 3, Justice Centre
19 Aitken Street
SX10111
Wellington 6011

[Date]

Chief Executive
[Agency]
[Details]

Tēnā koe

Te Ākitai Waiohua Letter of Introduction

On [date] the Crown signed a deed of settlement with Te Ākitai Waiohua to settle their historical Treaty of Waitangi claims. The deed of settlement can be viewed at [].

The Te Ākitai Waiohua settlement as set out in the deed of settlement will comprise historical, financial, commercial, and cultural redress to remedy grievances which Te Ākitai Waiohua suffered as a result of Crown acts or omissions which breached the Treaty of Waitangi and its principles. The passing of settlement legislation will give effect to the deed of settlement.

The Te Ākitai Waiohua area of interest centres on Māngere and the wider south Auckland area before expanding out into the rest of Tāmaki Makaurau. Pūkaki, the principal marae of Te Ākitai Waiohua, is located across from Auckland Airport on the shores of the Manukau Harbour. The Te Ākitai Waiohua area of interest map is attached as Appendix 1.

Te Ākitai Waiohua are a beneficiary of the Waikato Raupatu Claims Settlement Act 1995 and the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010. Te Ākitai Waiohua are also a party to the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014.

In the deed of settlement, the Crown agreed to write letters to encourage a co-operative relationship between Te Ākitai Waiohua and [Agency]. Accordingly, I am writing to introduce you to the Te Ākitai Waiohua Settlement Trust, the post-settlement governance entity for Te Ākitai Waiohua to encourage [Agency] to contact Te Ākitai Waiohua to foster a relationship and to discuss matters of common interest.

[Agency specific wording]

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7.1: LETTER OF INTRODUCTION - AGENCIES

You can contact the Trust at:

Karen Wilson
Chairperson
Te Ākitai Waiohua Settlement Trust
P O Box 59 185
AUCKLAND

I hope this letter will provide a strong basis on which [Agency] and Te Ākitai Waiohua can form an effective and durable relationship.

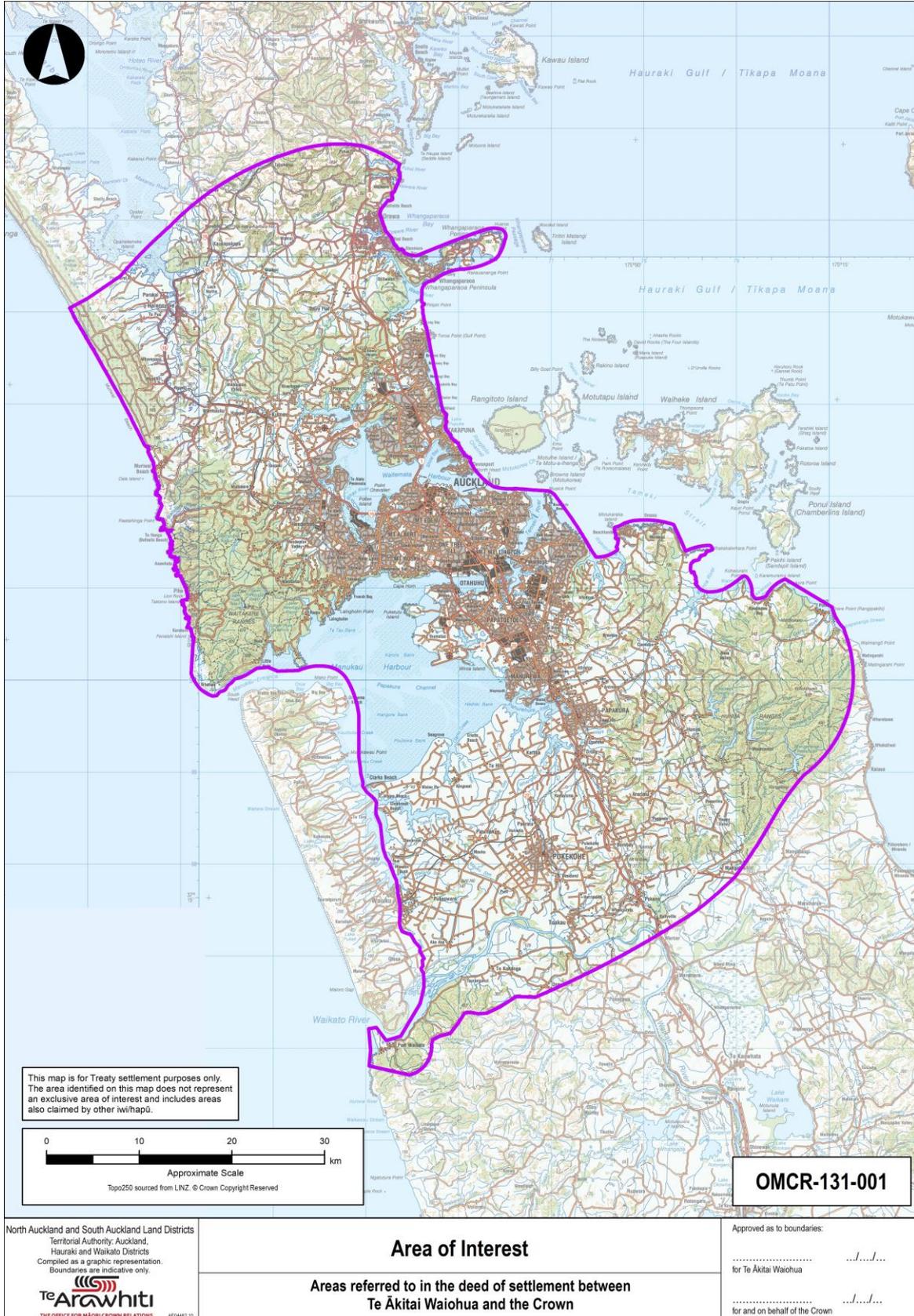
If you have any additional questions please contact Trina Dyal, Negotiation & Settlements Manager at Te Arawhiti on (04) 494 9871 or by email at trina.dyall@tearawhiti.govt.nz.

Nāku noa, nā

Lil Anderson
Tumu Whakarae, Chief Executive

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7.1: LETTER OF INTRODUCTION - AGENCIES

Appendix 1: Map of Te Ākitai Waiohū area of interest



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7.2 LETTER OF INTRODUCTION – DISTRICT HEALTH BOARDS

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7.2: LETTER OF INTRODUCTION – DISTRICT HEALTH BOARDS



Level 3, Justice Centre
19 Aitken Street
SX10111
Wellington 6011

[Date]

Chief Executive
[] District Health Board
[Details]

Tēnā koe

Te Ākitai Waiohua Letter of Introduction

On [date] the Crown signed a deed of settlement with Te Ākitai Waiohua to settle their historical Treaty of Waitangi claims. The deed of settlement can be viewed on [].

The Te Ākitai Waiohua settlement as set out in the deed of settlement will comprise historical, financial, commercial, and cultural redress to remedy grievances which Te Ākitai Waiohua suffered as a result of Crown acts or omissions which breached the Treaty of Waitangi and its principles. The passing of settlement legislation will give effect to the deed of settlement.

The Te Ākitai Waiohua area of interest centres on Māngere and the wider south Auckland area and expands out into the rest of Tāmaki Makaurau. Pūkaki, the principal marae of Te Ākitai Waiohua, is located near Auckland Airport on the shore of the Manukau Harbour. The Te Ākitai Waiohua area of interest map is attached as Appendix 1.

Te Ākitai Waiohua are a beneficiary of the Waikato Raupatu Claims Settlement Act 1995 and the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010. Te Ākitai Waiohua are also a party to the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014.

In the deed of settlement, the Crown agreed to write letters to encourage a co-operative relationship between Te Ākitai Waiohua and [District Health Board]. Accordingly, I am writing to introduce you to the Te Ākitai Waiohua Settlement Trust, the post-settlement governance entity for Te Ākitai Waiohua, to encourage [District Health Board] to contact Te Ākitai Waiohua to foster a relationship and to discuss matters of common interest.

DOCUMENTS

7.2: LETTER OF INTRODUCTION – DISTRICT HEALTH BOARDS

Specifically, Te Ākitai Waiohua would like [District Health Board] to engage with Te Ākitai Waiohua on hauora health initiatives to enhance the wellbeing of whānau and communities within the Te Ākitai Waiohua rohe.

You can contact the Trust at:

Karen Wilson
Chairperson
Te Ākitai Waiohua Settlement Trust
P O Box 59 185
AUCKLAND 2151

I hope this letter will provide a strong basis on which [District Health Board] and Te Ākitai Waiohua can form an effective and durable relationship.

If you have any additional questions please contact Trina Dyal, Negotiation & Settlements Manager at Te Arawhiti on (04) 494 9871 or by email at trina.dyall@tearawhiti.govt.nz.

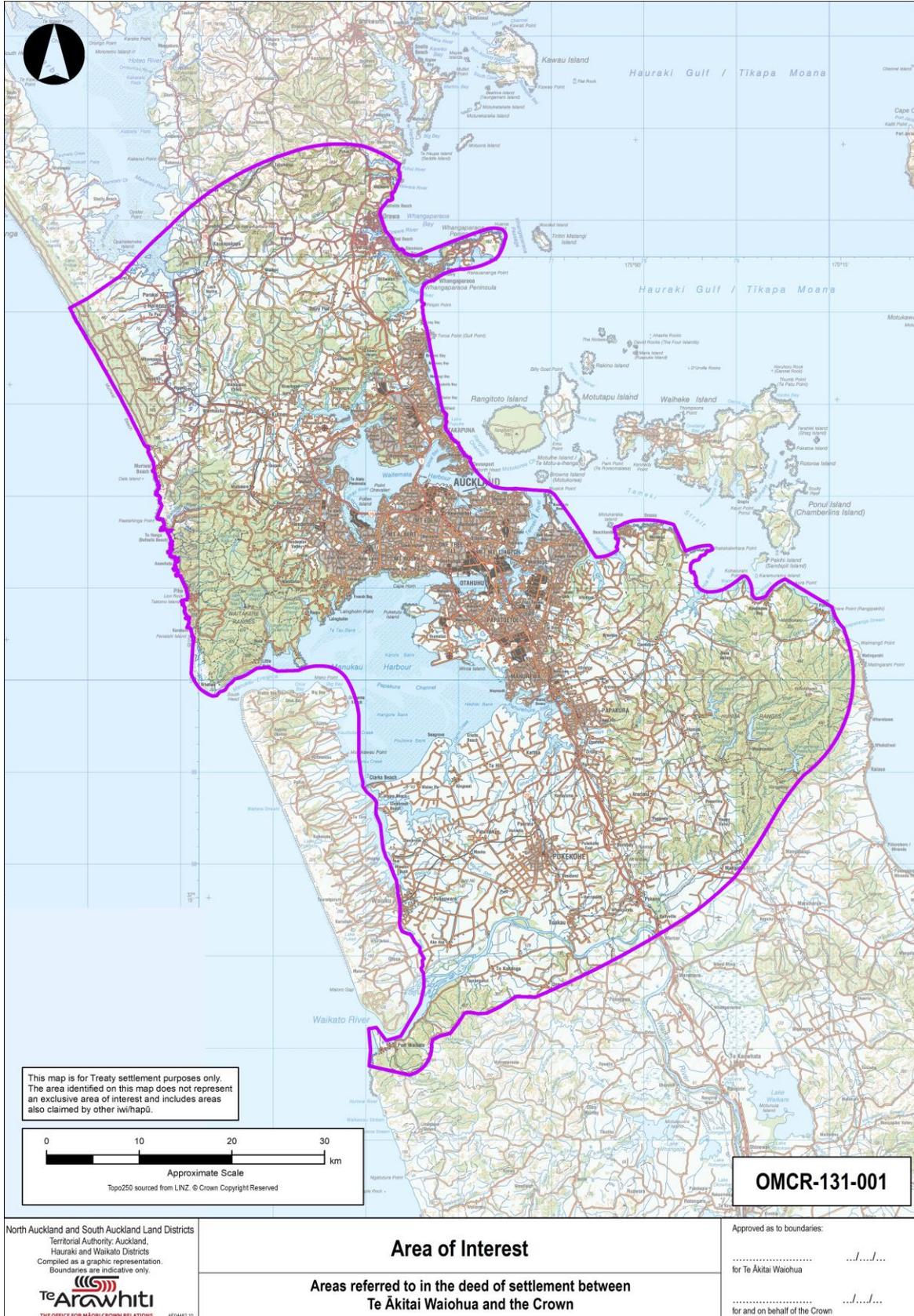
Nāku noa, nā

Lil Anderson
Tumu Whakarae, Chief Executive

DOCUMENTS

7.2: LETTER OF INTRODUCTION – DISTRICT HEALTH BOARDS

Appendix 1: Map of Te Ākitai Waiohū area of interest



DOCUMENTS

7.3 LETTER OF INTRODUCTION – LIBRARIES

DOCUMENTS
7.3: LETTER OF INTRODUCTION – LIBRARIES



Level 3, Justice Centre
19 Aitken Street
SX10111
Wellington 6011

[Date]

[Name]
[Library]
[Details]

Tēnā koe

Te Ākitai Waiohua Letter of Introduction

On [date] the Crown signed a deed of settlement with Te Ākitai Waiohua to settle their historical Treaty of Waitangi claims. The deed of settlement can be viewed on [].

The Te Ākitai Waiohua settlement as set out in the deed of settlement will comprise historical, financial, commercial, and cultural redress to remedy grievances which Te Ākitai Waiohua suffered as a result of Crown acts or omissions which breached the Treaty of Waitangi and its principles. The passing of settlement legislation will give effect to the deed of settlement.

The Te Ākitai Waiohua area of interest centres on Māngere and the wider south Auckland area before expanding out into the rest of Tāmaki Makaurau. Pūkaki, the principal marae of Te Ākitai Waiohua, is located across from Auckland Airport on the shores of the Manukau Harbour. The Te Ākitai Waiohua area of interest map is attached as Appendix 1.

Te Ākitai Waiohua are a beneficiary of the Waikato Raupatu Claims Settlement Act 1995 and the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010. Te Ākitai Waiohua are also a party to the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014.

In the deed of settlement, the Crown agreed to write letters to encourage a co-operative relationship between Te Ākitai Waiohua and [Library]. Accordingly, I am writing to introduce you to the Te Ākitai Waiohua Settlement Trust, the post-settlement governance entity for Te Ākitai Waiohua, to encourage [Library] to contact Te Ākitai Waiohua to foster a relationship and to discuss matters of common interest.

Te Ākitai Waiohua expressed an interest in establishing a good working relationship with the [Library] to discuss Te Ākitai Waiohua information and physical tāonga (Te Ākitai Waiohua Material). Specifically, Te Ākitai Waiohua would like [Library] to engage with them to:

DOCUMENTS

7.3: LETTER OF INTRODUCTION – LIBRARIES

- share research knowledge and expertise that can be applied towards the investigation, care, conservation, examination, cataloguing, study and collection of Te Ākitai Waiohua Material held by [Library];
- share knowledge and expertise associated with the access, use and storage of Te Ākitai Waiohua Material held by [Library] or other parties;
- advise on the development of programmes (including funding applications) for projects to exhibit information about the people of Te Ākitai Waiohua and places of significance as these relate to Te Ākitai Waiohua Material; and
- agree to meet with Te Ākitai Waiohua for the purpose of identifying specific projects for exhibitions of Te Ākitai Waiohua Material.

You can contact the Trust at:

Karen Wilson
Chairperson
Te Ākitai Waiohua Settlement Trust
P O Box 59 185
AUCKLAND 2151

I hope this letter will provide a strong basis on which [Library] and Te Ākitai Waiohua can form an effective and durable relationship.

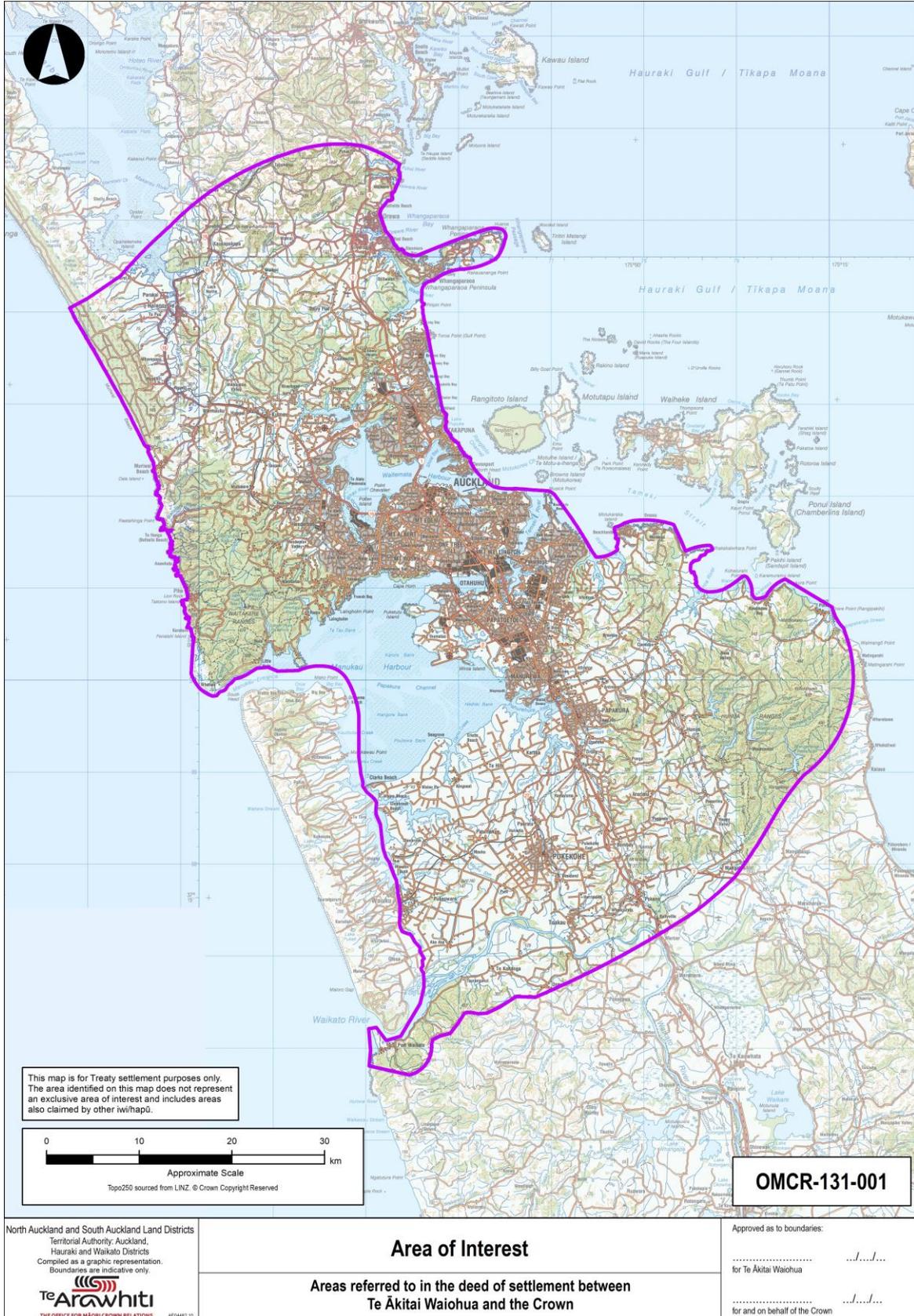
If you have any questions please contact Trina Dyal, Negotiation and Settlements Manager at Te Arawhiti on (04) 494 9871 or by email at trina.dyall@tearawhiti.govt.nz.

Nāku noa, nā

Lil Anderson
Tumu Whakarae, Chief Executive

DOCUMENTS
7.3: LETTER OF INTRODUCTION – LIBRARIES

Appendix 1: Map of Te Ākitai Waiohū area of interest



North Auckland and South Auckland Land Districts
 Territorial Authority: Auckland,
 Hauraki and Waikato Districts
 Compiled as a graphic representation.
 Boundaries are indicative only.

Te Arawhiti
 THE OFFICE FOR MĀORI-CROWN RELATIONS

Area of Interest

Areas referred to in the deed of settlement between
 Te Ākitai Waiohū and the Crown

Approved as to boundaries:

 for Te Ākitai Waiohū

 for and on behalf of the Crown

OMCR-131-001

DOCUMENTS

7.4 LETTER OF INTRODUCTION – MUSEUMS

DOCUMENTS

7.4: LETTER OF INTRODUCTION – MUSEUMS



Level 3, Justice Centre
19 Aitken Street
SX10111
Wellington 6011

[Date]

[Name]

Director

[Museum]

[Details]

Tēnā koe

Te Ākitai Waiohua Letter of Introduction

On [date] the Crown signed a deed of settlement with Te Ākitai Waiohua to settle their historical Treaty of Waitangi claims. The deed of settlement can be viewed at [].

The Te Ākitai Waiohua settlement as set out in the deed of settlement will comprise historical, financial, commercial, and cultural redress to remedy grievances which Te Ākitai Waiohua suffered as a result of Crown acts or omissions which breached the Treaty of Waitangi and its principles. The passing of settlement legislation will give effect to the deed of settlement.

The Te Ākitai Waiohua area of interest centres on Māngere and the wider south Auckland area before expanding out into the rest of Tāmaki Makaurau. Pūkaki, the principal marae of Te Ākitai Waiohua, is located across from Auckland Airport on the shores of the Manukau Harbour. The Te Ākitai Waiohua area of interest map is attached as Appendix 1.

Te Ākitai Waiohua are a beneficiary of the Waikato Raupatu Claims Settlement Act 1995 and the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010. Te Ākitai Waiohua are also a party to the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014.

In the deed of settlement, the Crown agreed to write letters to encourage a co-operative relationship between Te Ākitai Waiohua and [Museum]. Accordingly, I am writing to introduce you to the Te Ākitai Waiohua Settlement Trust, the post-settlement governance entity for Te Ākitai Waiohua, to encourage [Museum] to contact Te Ākitai Waiohua to foster a relationship and to discuss matters of common interest.

Te Ākitai Waiohua expressed an interest in establishing a good working relationship with [Museum] to discuss information and physical tāonga (Te Ākitai Waiohua Material). Specifically, Te Ākitai Waiohua would like [Museum] to engage with them to:

DOCUMENTS

7.4: LETTER OF INTRODUCTION – MUSEUMS

- share research knowledge and expertise that can be applied towards the investigation, care, conservation, examination, cataloguing, study and collection of Te Ākitai Waiohua Material held by [Museum];
- share knowledge and expertise associated with the access, use and storage of Te Ākitai Waiohua Material held by [Museum] other parties;
- advise on the development of programmes (including funding applications) for projects to exhibit information about the people of Te Ākitai Waiohua and places of significance as these relate to Te Ākitai Waiohua Material; and
- agree to meet with Te Ākitai Waiohua for the purpose of identifying specific projects for exhibitions of Te Ākitai Waiohua Material.

You can contact the Trust at:

Karen Wilson
Chairperson
Te Ākitai Waiohua Settlement Trust
P O Box 59 185
AUCKLAND 2151

I hope this letter will provide a strong basis on which [Museum] and Te Ākitai Waiohua can form an effective and durable relationship.

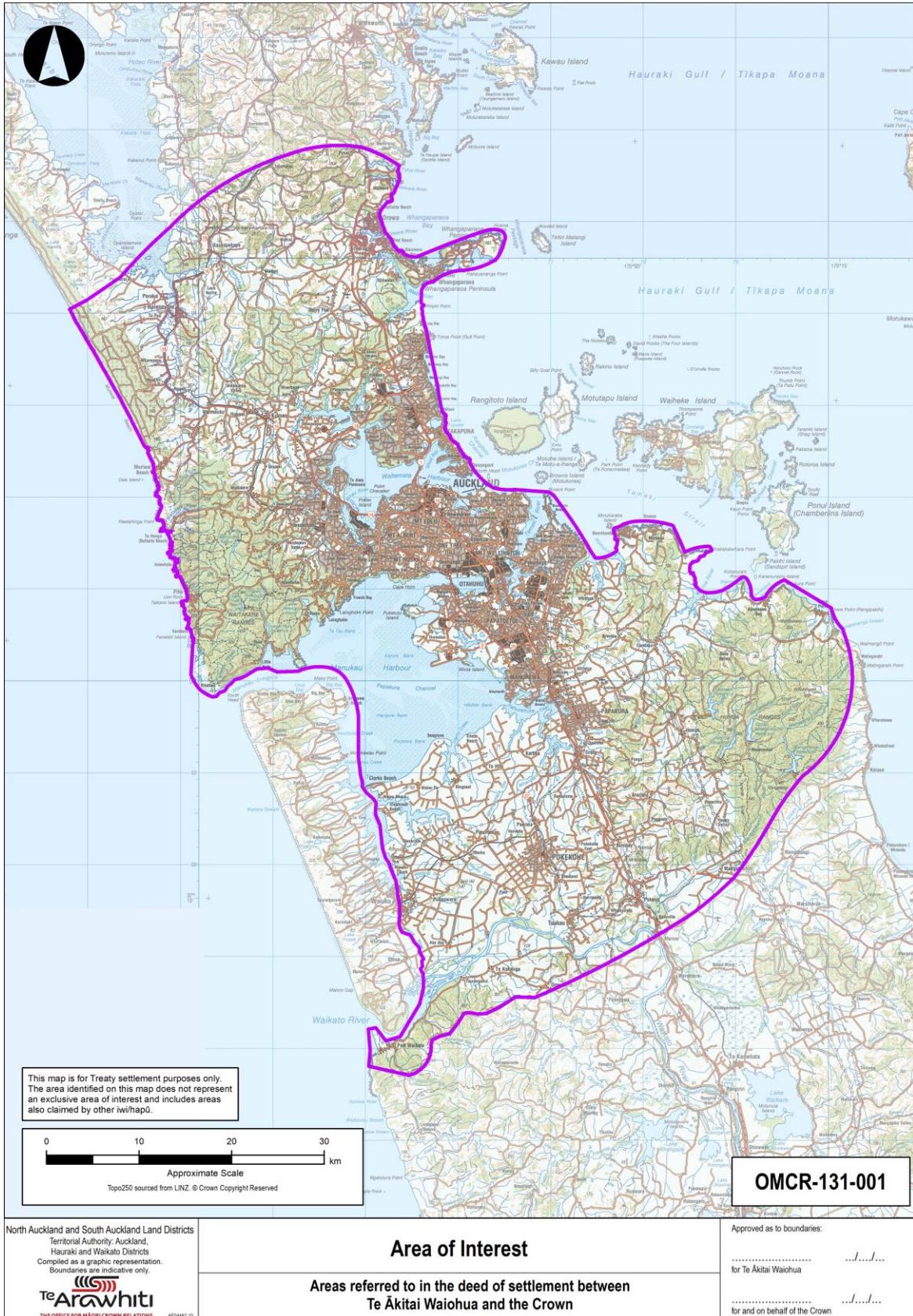
If you have any questions please contact Trina Dyll, Negotiation and Settlements Manager at Te Arawhiti on (04) 494 9940 or by email at Trina.dyll@tearawhiti.govt.nz.

Nāku noa, nā

Lil Anderson
Tumu Whakarae, Chief Executive

DOCUMENTS
7.4: LETTER OF INTRODUCTION – MUSEUMS

Appendix 1: Map of Te Ākitai Waiohū area of interest



DOCUMENTS
8: REREMOANA PROPERTY EASEMENT

8. REREMOANA PROPERTY EASEMENT

DOCUMENTS
8: REREMOANA PROPERTY EASEMENT

Easement instrument to grant easement or *profit à prendre*
Section 109 Land Transfer Act 2017

Land registration district
NORTH AUCKLAND

[BARCODE]

Grantor

[The Trustees of Te Ākitai Waiohū Settlement Trust][insert names of trustees]

Grantee

Auckland Council

Grant of Easement or *Profit à prendre*

Pursuant to section [] of the Te Ākitai Waiohū Claims Settlement Act 20[XX], **The Grantor** being the registered owner of the burdened land set out in Schedule A transfers and **grants to the Grantee** (and, if so stated, in gross) in perpetuity the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this

day of

20

Attestation

Signed by the Trustees of Te Ākitai Waiohū Settlement Trust as Grantor

Name of Trustee:

Name of Trustee:

(continuing on Annexure Schedule 2)

Signed in my presence by the Grantor

Signature of witness

Witness name

Occupation

Address

Signed for and on behalf of **AUCKLAND COUNCIL** as Grantee by Head of Property and Commercial under delegated authority :

Signature of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness name

Occupation

Address

I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted

Solicitor for the Grantee

DOCUMENTS
8: REREMOANA PROPERTY EASEMENT

Annexure Schedule 1

Easement Instrument Dated Page of Pages

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Pedestrian Right of Way	As shown marked F on SO 541468	Lot 1 DP 208442 Record of Title NA136D/117	In gross
	As shown marked A, C, and E on SO 541468	Lot 2 DP 208442 Record of Title NA136D/118	In gross
Right to drain water	As shown marked B, C, and D on SO 541468	Lot 2 DP 208442 Record of Title NA136D/118	In gross

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

*Delete phrases in [] and insert memorandum number as required;
continue in additional Annexure Schedule, if required*

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018

The implied rights and powers are hereby varied and added to by:

the provisions set out in Annexure Schedule 2

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

DOCUMENTS
8: REREMOANA PROPERTY EASEMENT

Annexure Schedule 2

Easement Instrument

Dated

Page

of

Pages

The rights and powers implied in easements contained in Schedule 5 of the Land Transfer Regulations 2018 (“Regulations”) are varied as follows:

1. Easement Facility

- 1.1 The definition of “easement facility” in clause 1 of Schedule 5 of the Regulations is varied by adding the following new sub-clause (g):

“(g) In relation to a pedestrian right of way, means the surface of the land described in the easement area and includes (for the avoidance of doubt) the pedestrian pathway [and any other improvements or structures located in the easement area such as the low rock wall anchoring the wooden footbridge and the rock-weir under the footbridge].”

2. Rights and Powers apply to Right to Drain Water

- 2.1 Clause 4(1) of Schedule 5 of the Regulations is deleted and replaced with the following:

“A right to drain water includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to convey water (whether sourced from the sea, rain, springs, soakage or seepage) in any quantity through the easement facility and over the easement area.”

3. Rights and Powers applying to Pedestrian Right of Way

- 3.1 Schedule 5 of the Regulations is varied by adding the following rights and powers in respect of the pedestrian right of way easement created by this instrument as set out below:

Pedestrian Right of Way

- (1) A pedestrian right of way includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to pass and re-pass over and along the easement facility:
- (a) on foot, bicycle, prams, non-motorised wheeled recreational devices and/or mobility devices; and
 - (b) with or without dogs, provided that dogs must be on a leash at all times when using the easement facility.

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

DOCUMENTS
8: REREMOANA PROPERTY EASEMENT

Annexure Schedule 2

Easement Instrument

Dated

Page

of

Pages

- (2) A pedestrian right of way includes the right to have the easement facility kept clear at all times of obstructions, deposit of materials or unreasonable impediment to the use and enjoyment of the easement facility.
- (3) The right to go over and along the easement facility and to have the easement facility kept clear, is limited to the extent required by any period of necessary repair, maintenance or improvement of the easement facility.
- (4) The easement facility for the relevant easement is the surface of the land described as the easement area, including any easement facility laid or to be laid along the easement area in accordance with clause 10(1) of Schedule 5 of the Regulations.
- (5) The Grantee will be responsible for the formation, ongoing maintenance, repair and improvement of the right of way and easement facility, keeping the right of way clear of obstructions and (if necessary for any of those purposes) altering the state of the land within the easement area.

4. General

- 4.1 The rights and powers implied in all classes of easements as specified in clauses 10 to 14 (inclusive) of Schedule 5 of the Regulations shall apply to the pedestrian right of way easement and the right to drain water easement created by this instrument, except as varied by the provisions this instrument.
- 4.2 The rights and powers implied by section 297 of the Property Law Act 2007 and Schedule 5 to the Property Law Act 2007 do not apply to any of the easements created by this instrument.
- 4.3 The Grantor must not do and must not allow to be done on the Grantor's land anything that may interfere with or restrict the rights of the Grantee under this easement or interfere with the efficient operation of the easement facility.
- 4.4 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's land anything that may interfere with or restrict the rights of the Grantor under this easement or interfere with the efficient operation of the easement facility.

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

DOCUMENTS
8: REREMOANA PROPERTY EASEMENT

Annexure Schedule 2

Easement Instrument Dated Page of Pages

- 4.5 The Grantee will pay all costs incurred in connection with the easements created by this instrument.
- 4.6 The Grantee may, for the purpose of complying with any obligation of the Grantee under this instrument in relation to any easement, enter the land with or without agents, employees and contractors with all necessary tools, implements, machinery, vehicles or equipment; and remain on the land for the time as is reasonable for the purpose of performing that obligation.
- 4.7 The Grantor will not at any time do anything which will prevent or interfere with the free passage of water through the pipe drains or prevent or interfere with the full use and enjoyment of the Grantee of the rights created by this instrument.
- 4.8 The Grantee will bear the reasonable cost of forming, repairing, maintaining and improving the right of way on the land except that if any repair or maintenance of the right of way is attributable to a negligent or improper act or omission by the Grantor or Grantee that party must pay the portion of the costs of the repair or maintenance that is attributable to that negligent or improper act or omission.
- 4.9 The Grantee when exercising of any of its rights under this easement will cause as little damage, disturbance, inconvenience and interruption to the land and to the use of the land as is reasonably necessary; and promptly make good any damage done to the land.
- 5. No Power to Terminate**
- 5.1 There is no implied power in this easement instrument for the Grantor to terminate the easement rights due to the Grantee breaching any provision of this easement instrument or for any other reason, it being the intention of the parties that the easement rights will continue unless surrendered.
- 6. Regulatory Position**
- 6.1 This easement instrument does not bind the Grantee in its capacity as a regulatory authority in any way and any consent or agreement the Grantee gives under this easement instrument is not an agreement or consent in its regulatory capacity and vice versa. When acting in its regulatory capacity, the Grantee is entitled to consider all applications to it without regard to this easement instrument. The Grantee will not be liable to the Grantor if, in its regulatory capacity, the Grantee declines or imposes conditions on, any consent or permission that the Grantor or anyone else seeks for any purpose associated with this easement instrument.

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

DOCUMENTS
8: REREMOANA PROPERTY EASEMENT

Annexure Schedule 2

Easement Instrument Dated Page of Pages

Continuation of "Attestation"

*Signed by the trustees of Te Ākitai Waiohua
Settlement Trust as Grantor:*

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

In the presence of:

Name:

Occupation:

Address:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS
8: REREMOANA PROPERTY EASEMENT

Annexure Schedule 2

Easement Instrument Dated Page of Pages

if required.

SCHEDULE

1 GRANTOR'S ADDRESS:

Te Ākitai Waiohua Settlement Trust

[enter address]

2 GRANTEE'S ADDRESS:

Auckland Council

[enter address]

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS
9: MINISTRY OF EDUCATION LEASE

9. MINISTRY OF EDUCATION LEASE

DOCUMENTS
9: MINISTRY OF EDUCATION LEASE

**MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE**

Form F

LEASE INSTRUMENT

(Section 91 Land Transfer Act 2017)

BARCODE

Land registration district

[]

Affected instrument Identifier
and type (if applicable)

All/part

Area/Description of part or stratum

[]

[]

[]

Lessor

[]

Lessee

HER MAJESTY THE QUEEN for education purposes

Estate or Interest

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

Fee simple

Lease Memorandum Number (if applicable)

Not applicable

Term

See Annexure Schedule

Rental

See Annexure Schedule

Lease and Terms of Lease

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

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

DOCUMENTS
9: MINISTRY OF EDUCATION LEASE

Form F *continued*

Attestation

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

DOCUMENTS
9: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 1 of 21 Pages

Insert instrument type

Lease Instrument

BACKGROUND

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

SCHEDULE A

ITEM 1 THE LAND

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

ITEM 2 START DATE

[insert start date].

ITEM 3 ANNUAL RENT

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

ITEM 4 TERM OF LEASE

21 Years.

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

DOCUMENTS
9: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 2 of 21 Pages

Insert instrument type

Lease Instrument

ITEM 5 LESSEE OUTGOINGS

- 5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.
- 5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).
- 5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.
- 5.4 Maintenance of car parking areas.
- 5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

ITEM 6 PERMITTED USE

The Permitted Use referred to in clause 9.

ITEM 7 RIGHT OF RENEWAL

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

ITEM 8 RENT REVIEW DATES

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

ITEM 8A UNDERLYING ZONING

[Insert underlying zoning applied to the Land in the Auckland Unitary Plan at the Start Date]

ITEM 9 LESSEE'S IMPROVEMENTS

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

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

DOCUMENTS
9: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 5 of 21 Pages

Insert instrument type

Lease Instrument

SCHEDULE B

1 Definitions

1.1 The term “Lessor” includes and binds:

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

1.2 The term “Lessee” includes and binds:

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

1.3 “Business Day” means a day that is not:

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

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

1.5 “Crown Body” means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and

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

DOCUMENTS
9: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page **6** of **21** Pages

Insert instrument type

Lease Instrument

- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and
 - (c) the New Zealand Railways Corporation; and
 - (d) a company or body that is wholly owned or controlled by one or more of the following:
 - (i) the Crown;
 - (ii) a Crown entity;
 - (iii) a State enterprise; and
 - (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).
- 1.6 “Department” has the meaning given in section 2 of the Public Finance Act 1989.
- 1.7 “Education Purposes” means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 “Legislation” means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.9 “Lessee’s Improvements” means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.10 “Lessee’s property” includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 “Maintenance” includes repair.
- 1.12 “Public Work” has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 “Sublet” and “Sublease” include the granting of a licence to occupy the Land or part of it.

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

DOCUMENTS
9: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 7 of 21 Pages

Insert instrument type

Lease Instrument

2 Payment of Annual Rent

- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at 6% of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

3 Rent Review

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

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6% of the lesser of:
 - (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
 - (b) the Nominal Value being:
 - (i) during the initial Term: a value based on 4% growth per annum of the Transfer Value of the Land; or
 - (ii) for subsequent Terms: a value based on 4% growth per annum of the reset Nominal Value as calculated in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.
- 3.3A If, in the relevant district or unitary plan, the zoning for the Land is Specialised (as defined in clause 3.3B), the zoning for the Land for the purposes of clause 3.3 will be deemed to be the Alternative Zoning (as defined in clause 3.3B).

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

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3.3B For the purposes of clauses 3.3B and 3.3C:

- (a) "Specialised" means specialised for a school site or otherwise specialised to a public or community use or public work (including education purposes).
- (b) "Alternative Zoning" means the most probable zoning which provides for the highest and best use of the Land as if the school (or any other public or community use or public work, including education purposes) was hypothetically not present. The Alternative Zoning will be determined with reference to (in no particular order):
 - (i) the underlying zoning for the Land (if any);
 - (ii) the zoning for the Land immediately prior to its Specialised zoning;
 - (iii) the zoning of land adjacent to or in the immediate vicinity of the Land (or both) if there is a uniform neighbouring zone;
 - (iv) if the Land is within the Auckland Council area, the underlying zoning applied to the Land in the Auckland Unitary Plan at the Rent Review Date which, as at the Start Date is set out in Item 8A of Schedule A.”; and
 - (v) any other relevant consideration in the reasonable opinion of a registered valuer that would support the most probable zoning which provides for the highest and best use of the Land.

3.3C If, during the rent review process, the registered valuers do not agree on the Alternative Zoning, the process set out in clause 3.5 will apply (with necessary modifications) to the determination of the Alternative Zoning, where applicable, at the same time that the Annual Rent is determined under clause 3.5.

3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:

- (a) at the start date of every new Term; and
- (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the Current Market Value of the Land as a School Site for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the Current Market Value of the Land as a School Site for the three consecutive Rent Review Dates or Lease renewal dates.

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3.5 The rent review process will be as follows:

- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date (“Rent Review Notice”). The Rent Review Notice must be supported by a registered valuer’s certificate.
- (b) If the notified party accepts the notifying party’s assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
- (c) If the notified party does not agree with the notifying party’s assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent (“the Dispute Notice”), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer’s certificate.
- (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
 - (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
 - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.

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

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- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

2 Payment of Lessee Outgoings

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

3 Valuation Roll

Where this Lease is registered under section 91 of the Land Transfer Act 2017 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

4 Utility Charges

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

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

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

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

5 Goods and Services Tax

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

6 Interest

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

7 Permitted Use of Land

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

8 Designation

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

9 Compliance with Law

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

10 Hazards

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

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

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

11 Damage or Destruction

11.1 Total Destruction

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

11.2 Partial Destruction

- (a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be.
- (b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:
 - (i) the repair and reinstatement of the Land have been completed; and
 - (ii) the Lessee can lawfully occupy the Land.
- (c) If:
 - (i) in the reasonable opinion of the Lessor it is not economically viable to repair and reinstate the Land; or
 - (ii) any necessary council consents shall not be obtainable,

then the term will terminate with effect from the date that either such fact is established.

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

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11.3 Natural Disaster or Civil Defence Emergency

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

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

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

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

12 Contamination

12.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.

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

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12.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.

12.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

13 Easements

13.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.

13.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.

13.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

14 Lessee's Improvements

14.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.

14.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.

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- 14.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.
- 14.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.
- 14.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- 14.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 14.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 14.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.
- 14.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

15 Rubbish Removal

The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.

16 Signs

The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.

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

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17 Insurance

17.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.

17.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

18 Fencing

18.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.

18.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

19 Quiet Enjoyment

19.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.

19.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

20 Assignment

20.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:

(a) any Department or Crown Body; or

(b) any other party provided that the assignment complies with the Education and Training Act 2020 and the Public Works Act 1981 (if applicable).

20.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).

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

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20.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.

20.4 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

21 Subletting

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

- (a) any Department or Crown Body; or
- (b) any other party provided that the sublease complies with the Education and Training Act 2020 and the Public Works Act 1981 (if applicable).

22 Occupancy by School Board of Trustees

22.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education and Training Act 2020 and otherwise consistent with this Lease.

22.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.

22.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education and Training Act 2020 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

23 Lessee Break Option

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

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24 Breach

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

25 Notice of Breach

25.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
- (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
- (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

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

26 Renewal

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

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

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

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27 Right of First Refusal for Lessor's Interest

- 27.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice ("Lessor's Notice") to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.
- 27.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor ("Lessee's Notice") accepting the offer contained in the Lessor's Notice.
- 27.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.
- 27.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1–29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.
- 27.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

28 Exclusion of Implied Provisions

- 28.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:
- (a) Clause 11 – Power to inspect premises.

29 Entire Agreement

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

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

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30 Disputes

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

31 Service of Notices

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

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

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

[insert contact details]

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

32 Registration of Lease

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 2017. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

33 Costs

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

34 Limitation of Liability

34.1 If any person enters into this lease as trustee of a trust, then that person warrants that:

(a) that person has power to enter into this lease under the terms of the trust; and

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

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- (b) that person has properly signed this lease in accordance with the terms of the trust;
and
 - (c) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this lease; and
 - (d) all of the persons who are trustees of the trust have approved entry into this lease.
- 34.2 If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, then that person's liability under this lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time("the limited amount").
- 34.3 If the right of that person to be indemnified from the trust assets has been lost or impaired, that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.

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

DOCUMENTS

**10. DEPARTMENT OF INTERNAL AFFAIRS TREATY SETTLEMENT
LEASE**

DOCUMENTS

10: DEPARTMENT OF INTERNAL AFFAIRS TREATY SETTLEMENT LEASE

**DEPARTMENT OF INTERNAL AFFAIRS
TREATY SETTLEMENT LEASE**

LEASE INSTRUMENT

(Section 91 Land Transfer Act 2017)

Land registration district

North Auckland

Record(s) of Title	All/part	Area/Description of part
--------------------	----------	--------------------------

215728

All

Lessor

[IWI GOVERNANCE ENTITY]

Lessee

HER MAJESTY THE QUEEN for archival purposes

Estate or Interest

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

Fee simple

Lease Memorandum Number *(if applicable)*

Not applicable

Term

See Annexure Schedule

Rental

See Annexure Schedule

Grant and Terms of Lease

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

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

DOCUMENTS

10: DEPARTMENT OF INTERNAL AFFAIRS TREATY SETTLEMENT LEASE

Attestation

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

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Attestation

<p>_____</p> <p>[]</p> <p>_____</p> <p>[]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p> <p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>Signature of the Lessee</p> <p>_____</p> <p>Signed for and on behalf of HER MAJESTY THE QUEEN as Lessee by</p> <p>[]</p> <p>(acting by and through the Chief Executive of the Department of Internal Affairs) in the presence of:</p>	<p>Signed in my presence by the Lessee</p> <p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address</p>

Certified correct for the purposes of the Land Transfer Act 2017

Solicitor for the Lessee

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

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BACKGROUND

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

SCHEDULE A

ITEM 1 THE LAND

1.2738 hectares more or less being Lot 1 Deposited Plan 352619 being all of the land contained in Record of Title 215728 (North Auckland Registry).

ITEM 2 COMMENCEMENT DATE

[insert commencement date].

ITEM 3 ANNUAL RENT

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

ITEM 4 TERM

21 years.

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

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ITEM 5 LESSEE OUTGOINGS

- 5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.
- 5.2 All charges relating to the repair and maintenance of any Lessee's Improvements (whether of a structural nature or not).
- 5.3 The cost of landscaping and ground maintenance.
- 5.4 Repair and maintenance of car parking areas.

ITEM 6 PERMITTED USE

For purposes of Archives New Zealand (Te Rua Mahara o te Kawanatanga) as established by the Public Records Act 2005, archival and related purposes, for any government works or public purposes, and any other use that is a lawful existing use or permitted activity in the then current or proposed District Plan for the Land or which is authorised by a resource consent obtained in respect of the Land, by a designation (including a secondary designation) or otherwise by law.

ITEM 7 RIGHT OF RENEWAL

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

ITEM 8 RENT REVIEW DATES

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

ITEM 9 LESSEE'S IMPROVEMENTS

As defined in clause 1.1(h).

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

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ITEM 10 CLAUSE 16.4 NOTICE

To: [Post-Settlement Governance Entity] (“the Lessor”)

And to: [Name and address of Lessee] (“the Lessee”)

From: [Name of Mortgagee/Chargeholder] (“the Lender”)

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

- (i) It has notice of the provisions of clause 16.4 of the Lease; and*

- (ii) It agrees that any Lessee’s Improvements (as defined in the Lease) placed on the Land by the Lessee at any time before or during the Lease shall remain the Lessee’s property at all times and for a period of 12 months after the expiry or earlier termination of the lease; and*

- (iii) It will not claim any interest in any Lessee’s Improvements under the security of its loan during the relevant period no matter how any Lessee’s Improvement may be fixed to the Land and regardless of any rule of law or equity to the contrary or any provisions of its security to the contrary; and*

- (iv) It agrees that this acknowledgement is irrevocable.*

SCHEDULE

1.2738 hectares more or less being Lot 1 Deposited Plan 352619 being all of the land contained in Record of Title 215728 (North Auckland Registry).

[Form of execution by Lender]

[Date]

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

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ITEM 11 CLAUSE 16.5 NOTICE

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

And to: *[Name and address of Lessee] (“the Lessee”)*

From *[Name of Mortgagee/Chargeholder] (“the Lender”)*

The Lender acknowledges that before it advanced money to the Lessor under a security (“the Security”) given by the Lessor over the Land described in the Schedule to the Lease attached to this Notice it had notice of and agreed to be bound by the provisions of clause 16.5 of the Lease and that in particular it agrees that despite any provision of the Security to the contrary and regardless of when and how any Lessee’s Improvement is fixed to the Land it:

- (i) will not claim any security interest in any Lessee’s Improvement (as defined in the Lease) at any time;*
- (ii) acknowledges that any Lessee’s Improvements remain the Lessee’s property at all times during the Lease and for a period of 12 months after the expiry or earlier termination of the lease; and*
- (iii) agrees that this acknowledgement is irrevocable.*

SCHEDULE

1.2738 hectares more or less being Lot 1 Deposited Plan 352619 being all of the land contained in Record of Title 215728 (North Auckland Registry).

[Form of execution by Lender]

[Date]

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

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ITEM 12 ADDRESS FOR SERVICE

Lessor: [Name]
 [Physical Address]
 [Postal Address]
 [Fax Number]
 [Email Address]

Lessee: [Name]
 [Physical Address]
 [Postal Address]
 [Fax Number]
 [Email Address]

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

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SCHEDULE B

1 Definitions and Interpretation

1.1 In this Lease, unless the context indicates otherwise:

- (a) *Authority* means every governmental, local, territorial and statutory authority having jurisdiction or authority over or in respect of the Land or its use or the Lessee's Improvements or their use;
- (b) *Business Day* means a day that is not:
 - (i) a Saturday or Sunday;
 - (ii) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day;
 - (iii) If Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
 - (iv) a day in the period commencing with 24 December in any year and ending with the close of 5 January in the following year (both days inclusive); or
 - (v) the days observed as the anniversaries of the provinces of Auckland and Wellington.
- (c) *Crown* has the meaning given in section 2(1) of the Public Finance Act 1989.
- (d) *Crown Body* means:
 - (i) a Crown Entity within the meaning of the Crown Entities Act 2004;
 - (ii) a body corporate or corporation sole (whether called a corporation sole, a corporation, commission, council, board, authority, or by any name) that has been established or constituted by a public Act of Parliament and that is named in that Act;
 - (iii) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986);
 - (iv) a department within the meaning of section 2(1) of the Public Finance Act 1989;
 - (v) a company or body that is wholly owned or controlled by one or more of the following:

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- (A) the Crown;
 - (B) a Crown entity;
 - (C) a State enterprise; and
- (vi) a subsidiary of, or related company to, a company or body referred to in clause 1.1(d)(iv).
- (e) *GST* means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution of that tax;
- (f) *Land* means the land described in Item 1 of Schedule A and for the avoidance of doubt excludes all of the Lessee's Improvements which remain the property of the Lessee at all times irrespective of their degree of annexation to the Land;
- (g) *Lessee* means Her Majesty the Queen, in any capacity, and includes all the respective executors, administrators, successors, assigns and successors in title of the lessee and if more than one jointly and severally and where the context permits the Lessee includes the Lessee's sublessees and other lawful occupiers of the land, the Lessee's contractors, agents and invitees, and any persons under control of the Lessee;
- (h) *Lessee's Improvements* means all improvements on or to the Land of any kind whatsoever including (but not limited to):
- (i) buildings, or other fixed structures including any fencing;
 - (ii) concrete, asphalt, paved or tiled roadway, sealed yards, paths, lawns, gardens;
 - (iii) mechanical, electrical, or reticulation plant (whether for the conduct of electricity, water, oil, compressed air or any other supply delivered through any reticulation system which is the property of the Lessee), equipment or systems of any kind of the Lessee;
 - (iv) sewage system;
 - (v) all subsoil works constructed or installed by the Lessee on the Land;
 - (vi) all site works, drainage and excavation work; and
 - (vii) other like property of any kind whatsoever,
- whether those improvements are made, constructed or placed on the Land by the Lessee before or after the Commencement Date; and

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- (i) *Lessor* means **[insert name of post-governance entity]** and includes all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 In this Lease, unless the context indicates otherwise:

- (a) section, clause and other headings are for ease of reference only and will not affect this Lease's interpretation;
- (b) references to a person include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- (c) references to the singular include the plural and vice versa;
- (d) references to clauses, schedules and attachments are to clauses in, and the schedules and attachments to, this Lease. Each such schedule and attachment forms part of this Lease;
- (e) payments shall be made in the lawful currency of New Zealand;
- (f) references to any statutory provision are to New Zealand and include any statutory provisions in force in New Zealand and include any statutory provision which amends, consolidates or replaces it, and any by-law, regulation, order or subordinate legislation made under it;
- (g) any obligation not to do something includes an obligation not to allow or cause that thing to be done;
- (h) derivations of any defined word or term will have a corresponding meaning;
- (i) the terms set out in Schedule A, will be interpreted by reference to Schedule A;
- (j) the words includes or including and other similar words do not imply any limitation; and
- (k) references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

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- (l) if this Lease states that the Lessor's consent is required for anything done or proposed to be done, then unless otherwise stated, in each case, the Lessor:
 - (i) must not unreasonably withhold consent, and
 - (ii) must, within a reasonable time of the Lessor's consent being requested, grant that consent or notify the Lessee in writing that the consent is withheld.

2 Term

2.1 The term of this Lease shall commence on the Commencement Date and shall be for the period specified in Item 4 of Schedule A.

3 Renewal

3.1 If the Lessee is not at the time in material default of its covenants under this Lease and has given written notice to renew the Lease at least twelve (12) calendar months prior to the end of the relevant term, the Lessor agrees that the Lease will be renewed on the 21st anniversary of the commencement date of the relevant term for a further 21 year period.

3.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of perpetual renewal, provided that either party may initiate the rent review process in accordance with clause 6.

4 Lessee's Right of Early Termination

4.1 The Lessee may at any time, in its sole discretion and without giving any reasons, end this Lease by giving no less than five (5) years' notice in writing to the Lessor.

4.2 This Lease and the parties' respective rights and obligations under this Lease will cease from the end of the notice period, but without prejudice to any rights which have accrued up to the date of termination.

4.3 The Lessor will not be entitled to any form of compensation, damages or claim of whatever kind for any early termination by the Lessee pursuant to this clause 4, on account of any inconvenience or loss or for any other reason suffered by the Lessor as a consequence of such termination.

5 Payment of Annual Rent

5.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.

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

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6 Rent Review

- 6.1 The Annual Rent payable from any Rent Review Date shall be determined as follows:
- 6.2 The Lessor or the Lessee may not earlier than 3 months prior to a Rent Review Date and not later than 12 months following a Rent Review Date commence a review by giving written notice to the other specifying the annual rent proposed as the current market rent as at that review date. The notice must state on its face that the recipient has thirty (30) Business Days after service of the notice to dispute the annual rent proposed.
- 6.3 If the party receiving the notice (the Recipient) fails to give written notice to the party giving the notice (the Initiator') within thirty (30) Business Days after service of the Initiator's notice, accepting the annual rent proposed, or within the said thirty (30) Business Day period gives notice disputing the annual rent proposed (and in the latter case specifying the annual rent proposed by the Recipient as the current market rent), then the new Annual Rent shall be determined in accordance with clause 6.7.
- 6.4 If the Recipient gives notice accepting the annual rent proposed then the new Annual Rent shall be that specified in the Initiator's notice.
- 6.5 Pending the determination of the new Annual Rent, the Lessee, when it is the Crown, or a Crown Body, will continue to pay the Annual Rent at the rate existing prior to the review date. When the Lessee is not the Crown or a Crown Body it will pay an interim annual rent as follows:
 - (a) if both parties supply a registered valuer's certificate substantiating the current market rental proposed by each party, the interim rent shall be based on the average of the two certified market rentals proposed by the parties; or
 - (b) if only one party supplies a registered valuer's certificate substantiating the market rental proposed, the interim rent shall be based on the market rental substantiated in the certificate; or
 - (c) if no registered valuer's certificates are supplied, the interim rent payable shall be the same as the annual rent payable immediately prior to the relevant review date.

Upon determination of the new Annual Rent, any overpayment shall immediately be refunded to the Lessee and any shortfall in payment shall immediately be payable by the Lessee.

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- 6.6 The new Annual Rent at the option of either party shall be recorded in a variation of this Lease and each party will pay its own costs of and incidental to the negotiation, preparation and execution of the variation.
- 6.7 Immediately following receipt by the Initiator of the Recipient's notice under clause 6.3, or if no notice is given by the Recipient within the time period in clause 6.3, the parties will endeavour to agree upon the current market rent but if agreement is not reached within twenty (20) Business Days, then the current market rent for the Land (to be the new Annual Rent) will be determined by registered valuers acting as experts and not as arbitrators as follows:
- (a) each party will appoint a registered valuer and give written notice of the appointment to the other party within twenty (20) Business Days of the parties agreeing to so determine the current market rent;
 - (b) if a party fails to appoint a valuer within the twenty (20) Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties;
 - (c) the valuers appointed before commencing their determination will appoint an umpire who need not be a registered valuer. If the parties cannot agree on the umpire, the appointment shall be made on the application of either party by the president or vice president for the time being of The New Zealand Institute of Valuers;
 - (d) the valuers will determine the current market rent for the Land disregarding the value of the Lessee's Improvements and taking into account its then current use and if they fail to agree then the current market rent will be determined by the umpire; and
 - (e) each party will be given the opportunity to make written or verbal representations to the valuers or the umpire subject to such reasonable time or other limits as the valuers or the umpire may prescribe and they will have regard to any such representations but not be bound by them.
- 6.8 When the current market rent for the review period has been determined, the umpire or valuers will give written notice of it to the parties. Any umpire notice will provide how the costs of the determination will be apportioned and will be binding on the parties. Where the new Annual Rent is determined by the parties' valuers and not the umpire, the parties will pay their own costs.

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6.9 The Annual Rent payable from a Rent Review Date (not being a renewal date) shall not be less than the Annual Rent payable at the commencement date of the then current lease term.

6.10 The Annual Rent payable from a Rent Review Date that is a renewal date will be the then current market rent for the Land and no minimum rent shall apply.

7 **Payment of Lessee Outgoings**

The Lessee will pay the Lessee Outgoings in respect of the Land directly to the relevant person.

8 **Valuation Roll**

Where this Lease is registered under section 91 of the Land Transfer Act 2017 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

9 **Utility Charges**

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

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

10 **GST**

10.1 The Lessee will pay to the Lessor, or as the Lessor directs, the GST payable by the Lessor in respect of the Annual Rent and any other payments payable by the Lessee under this Lease. The GST in respect of the Annual Rent will be payable on each occasion when any rental payment falls due for payment and in respect of any other payment will be payable on demand.

11 **Interest**

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

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12 Permitted Use of Land

- 12.1 The Lessee will not, without the prior written consent of the Lessor, use the Land for any purpose other than the Permitted Use. The Lessor must not unreasonably or arbitrarily withhold its consent to any change of, or addition to, the Permitted Use. For the avoidance of doubt, the parties agree that any cessation or suspension of the use the Land or part of the Land for the Permitted Use for any period of time is not a breach of this clause.
- 12.2 This clause 12.2 will apply for as long as the Lessee is the Crown or a Crown Body. The Lessor agrees that it will not:
- (a) submit against, complain or object to, or cause others to complain or object to, or publicly comment on, any statutory or regulatory consent application, variation, change or modification to existing or future lawful uses of the Land and any designations or consents either in place at the Commencement Date or lawfully granted to the Lessee at a later date, provided the variations, changes or modifications are related to, or ancillary to, the Permitted Use or any use consented to under clause 12.1; or
 - (b) directly or indirectly lobby any Authority or other interested party, or directly or indirectly fund any objections, in relation to any statutory or regulatory consent application, variation, change or modification to existing or lawful future uses, designations or consents either in place at the Commencement Date or lawfully granted to the Lessee at a later date.
- 12.3 The Lessor agrees that it will not complain or object to, or directly or indirectly fund any objection relating to, or otherwise publicly comment about, any activities on the Land in accordance with the Permitted Use. The Lessor agrees that it will if called upon to do so provide a reasonable submission in support of any statutory, regulatory consent application relevant to the exercise of the Permitted Use.
- 12.4 The Lessor consents to the Lessee maintaining a designation under the Resource Management Act 1991 for the construction, operation and maintenance of the Permitted Use and for any use consented to under clause 12.1 for the Term, should this be desired by the Lessee, and the Lessor further consents to the inclusion of any new or further designation for such purposes in any operative or proposed District Plan. Any designation must be lifted upon the expiration or earlier termination of this Lease.

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

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13 Compliance with Law

13.1 The Lessee will comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way touching upon, relating to, or affecting the Land or the conduct of the Permitted Use on the Land and will also at the Lessee's own cost comply with the provisions of all statutes, ordinances, regulations, bylaws, codes, requisitions or notices issued, made or given by any Authority in respect of the Land or the Lessee's conduct of the Permitted Use on the Land or the Lessee's Improvements on the Land.

14 Avoidance of Danger

14.1 The Lessee will:

- (a) take all reasonable precautions to minimise any danger or hazard arising from any Lessee's use of the Land and must not permit any goods of a dangerous nature to be stored or used on the Land unless stored and used in a manner which complies with all statutes, ordinances, regulations, bylaws and codes or standards in that regard; and
- (b) promptly remedy any danger or hazard that may arise from the Lessee's use of the Land.

15 Easements

15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.

15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Commencement Date of the Lease.

15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

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

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16 Lessee's Improvements

- 16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties is that ownership of improvements whether or not fixed to the Land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.
- 16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.
- 16.3 If the Land is subject to any mortgage or other charge at the Commencement Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- 16.4 If the Lessor proposes to grant any mortgage or charge after the Commencement Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 16.5 The Lessee may demolish or remove any Lessee's Improvements at any time during the Term without the consent of the Lessor provided that the Lessee restores the Land to a neat and tidy condition after any such demolition or removal.
- 16.6 The parties agree:
 - (a) when this Lease ends the Lessee may, but shall not be required by the Lessor to, remove any Lessee's Improvements from the Land within 12 months after the expiry or earlier termination of the Lease without the consent of the Lessor;
 - (b) for the purposes of clause 16.6(a), the Lessor will be deemed to have granted to the Lessee a licence to enter the Land and demolish or remove the Lessee's Improvements and further that the provision will enure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and will also bind any successor in title to the Lessor subsequent to the expiry of the Lease;

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- (c) in the event that the Lessee demolishes or removes the Lessee's Improvements from the Land under clause 16.6(a), it will restore the Land to a neat and tidy condition after any such demolition or removal;
- (d) the Lessor will not obstruct or otherwise impede the demolition or removal of any Lessee's Improvements from the Land at any time prior to the expiration or earlier termination of the Lease or within 12 months after this time and notwithstanding any rule of law or equity to the contrary;
- (e) the Lessee must pay a licence fee equal to the Annual Rent and Lessee's Outgoings payable under this Lease if the Lessee remains on the Land after the expiration or earlier termination of the Lease for the purposes of demolishing or removing the Lessee's Improvements under this clause; and
- (f) any Lessee's Improvements remaining on the land after 12 months following the expiration or earlier termination of the Lease will become the property of the Lessor without any compensation or other payment to the Lessee.

17 Damage and Destruction

- 17.1 If any Lessee's Improvements or any part of them are destroyed or damaged, the Lessee may in its sole discretion decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.
- 17.2 In the event that the Lessee is prevented from or unable or elects not to reinstate or rebuild in the event of total or partial destruction it may terminate this Lease on giving three months' notice in writing to the Lessor, provided that the Lessee demolishes the Improvements and reinstates the Land in accordance with clause 16.5.

18 Signs

- 18.1 The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent.

19 Insurance

- 19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.

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20 Lessor's Property

20.1 The Lessor must not during the Term of this Lease place any Lessor's property on the Land.

21 Quiet Enjoyment

21.1 The Lessor will permit the Lessee to occupy and quietly enjoy the Land during the Term without any interruption or disturbance by the Lessor or any person claiming under the Lessor.

22 Subletting and Assignment

22.1 Subject to clauses 22.3 and 22.4, the Lessee must not assign or otherwise part with the possession of the Land or any part of the Land without first obtaining the written consent of the Lessor which the Lessor will give if the following conditions are fulfilled:

- (a) the Lessee proves to the satisfaction of the Lessor that the proposed assignee is (or in the case of a company the shareholders of the company of the proposed assignee are) respectable, responsible and has the financial resources to meet the commitments under any lease;
- (b) all rent and other money payable under this Lease has been paid and there is no subsisting material, wilful and deliberate breach of any of the Lessee's covenants;
- (c) the Lessee pays the proper costs and disbursements in respect of the approval or preparation of the transfer of this Lease and (if appropriate) all fees and charges payable in respect of any reasonable enquiries made by or on behalf of the Lessor concerning any proposed assignee; and
- (d) the Lessee will, at the Lessee's own expense, procure the execution by an assignee of a registrable transfer of this Lease.

22.2 For the purposes of clause 22.1 any change in the shareholding of the Lessee (where the Lessee not being the Crown or a Crown Body is a company which is not listed on the main board of a public stock exchange) or any amalgamation under section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be a deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in clauses 22.3 and 22.4.

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- 22.3 If, by any statutory provision or regulation enacted during the Term, the Lessee is obliged to transfer or assign management of the Land or any aspect of such management to a third party, the provisions of clause 22.1 will not apply to such a transfer or assignment and the Lessee will be entitled to transfer or assign its interest as Lessee under this Lease, or any aspect of management of the Land, to such a third party without further reference to the Lessor, who will be deemed to have approved such a transfer or assignment and will immediately sign any document necessary to give effect to such a transfer or assignment, if so requested by the Lessee.
- 22.4 Despite clause 22.1, the Lessee may at any time and from time to time:
- (a) transfer or assign its interest as Lessee under this Lease, or grant a sublease or licence of the whole or any part(s) of the Land, to the Crown or any Crown Body; and/or
 - (b) grant a sublease or licence of the whole or any part(s) of the Land to any other person,
- in either case without further reference to the Lessor, who will be deemed to have approved such a transfer, assignment or sublease and will immediately sign any document necessary to give effect to such a transfer, assignment or sublease, if so requested by the Lessee. The Lessee will give the Lessor written notice of any transfer, assignment or licence under this clause.
- 22.5 Where the Lessee grants a sublease or licence of the whole or any part(s) of the Land to any other person, the Lessee will not permit any sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.
- 22.6 Subject to clause 22.3, during the first five years of the initial term of this Lease, the Lessee will not transfer or assign its interest as Lessee under this Lease to any transferee or assignee who is not the Crown or a Crown Body.
- 22.7 Notwithstanding any rule of law or anything expressed or implied in this Lease to the contrary, where a Crown or Crown Body is Lessee and assigns its interest in this Lease under the provisions of this clause 22, all the liabilities of the Crown or Crown Body as Lessee expressed or implied under this Lease, whether contingent or otherwise for the payment of future rents or other money or the future observance or performance of any of the covenants, conditions or agreements on the part of the Lessee shall cease and determine absolutely as from the date of assignment, but without releasing the Lessee from liability for any antecedent breach of this Lease.

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23 Cancellation

23.1 Subject to clauses 23.2 - 23.4 (inclusive) the Lessor may, in addition to the right to apply to Court for a possession order, re-enter the Land where:

- (a) rental is in arrears for a period exceeding thirty (30) Business Days after any rent payment date;
- (b) the Lessee is in breach of any covenant on the Lessee's part herein expressed or implied;
- (c) the Lessee makes or enters into or attempts to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors; or
- (d) the Lessee becomes insolvent, bankrupt or goes into liquidation,

and the Term of this Lease shall terminate on such re-entry and all Lessee's Improvements on the Land shall vest in and become the property of the Lessor and no compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's improvements vesting in the Lessor. Termination shall otherwise be without prejudice to the rights of either party against the other.

23.2 Notwithstanding clause 23.1, whilst the Crown or a Crown Body is the Lessee under this Lease:

- (a) the Lessor will not re-enter the Land; and
- (b) should the Crown or a Crown Body default in the payment of any rental for a period exceeding thirty (30) days or more or otherwise breach any covenant on the Lessee's part herein expressed or implied, then before exercising any rights of re-entry the Lessor shall serve a notice (Default Notice) on the Lessee specifying the breach complained of with sufficient particularity to enable the Lessee to clearly identify the default alleged and the period within which remediation must be made and the consequences of failure to do so.

23.3 The Default Notice, notwithstanding anything to the contrary contained in clause 23.1 above, shall specify that:

- (a) the Lessee must, within thirty (30) days of receipt of such notice (or such longer reasonable period having regard to the nature and extent of the default) remedy the default specified; and

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(b) *that* should the Lessee not remedy the default specified within this time, the Lessor shall thereafter be at liberty to apply to a Court for an order for possession of the Land under section 244(1)(a) of the Property Law Act 2017 to determine the Lease pursuant to this clause 23.

23.4 The Lessor acknowledges that it shall not apply for an order for possession of the Land unless and until the provisions of clause 23.2 have been satisfied in full and further that any application for an order for possession of contrary to the provisions of clause 23.2 shall be null and void ab initio.

24 Right of First Refusal for Lessor's Interest

24.1 If at any time before the expiry or earlier termination of the Term, the Lessor:

- (a) decides to sell or transfer the Lessor's interest in the Land; or
- (b) receives an offer to purchase the Lessor's interest in the Land and wishes to accept that offer;

the Lessor must immediately give written notice (*Lessor's Notice*) to the Lessee setting out the terms on which the Lessor wishes to sell the Land, or the terms of the offer received (as the case may be). In the case of the Lessor's desire to sell, the offer must comprise the agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District Law Society.

24.2 The Lessee will have ninety (90) Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor (*Lessee's Notice*) accepting the offer contained in the Lessor's Notice.

24.3 If the Lessee elects not to purchase the Land or does not serve the Lessee's Notice on the Lessor in accordance with clause 24.2, then the Lessor may sell or transfer the Lessor's interest in the Land to any other person on no more favourable terms than those previously offered to the Lessee.

24.4 If the Lessor wishes, or agrees, to offer more favourable terms for selling or transfer of the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms, by written notice to the Lessee and clauses 24.1 – 24.4 (inclusive) shall apply and if the re-offer is made within 6 months of the Lessor's Notice the ninety (90) Business Day period shall be reduced to thirty (30) Business Days.

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24.5 The Lessor may sell or transfer the Lessor’s interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not required and the Lessee’s right to purchase the land under clause 24 will not apply to that sale or transfer.

25 Overriding force majeure provision

25.1 Clause 25.2 applies if the Land and/or Lessee’s Improvements are or will be, as a result of an event or circumstance not caused by the Lessee or those for whom the Lessee is responsible (whether natural or otherwise, including an explosion, earthquake, eruption, tsunami, land movement, flood, storm, tornado, cyclone, serious fire, leakage or spillage of any dangerous gas or substance, infestation, plague, epidemic, failure of or disruption to an emergency service):

- (a) unable to be fully occupied; or
- (b) inaccessible; or
- (c) incapable of being used for its intended purpose.

25.2 If this clause applies:

- (a) the Annual Rent and Lessee Outgoings shall cease to be payable as from the date of the event or circumstance until the Land and/or Lessee’s Improvements (as applicable), is once again able to be fully occupied, accessible and/or capable of being used for its intended purpose (as applicable); and
- (b) the Lessee may, by serving written notice on the Lessor, terminate this Lease upon giving at least ten (10) Business Days’ written notice to do so to the Lessor, if the Land and/or Lessee’s Improvements (as applicable), is (or if the Lessee can at any time prior to termination establish with reasonable certainty that the Land and/or Lessee’s Improvements (as applicable) will be) unable to be fully occupied, inaccessible and/or incapable of being fully used for its intended purpose (as applicable) for six (6) months or more.

25.3 Despite any termination of this lease under clauses 17.2 or 25.2(b), the Lessee will be entitled to remove its fixtures, fittings, chattels and equipment within a reasonable period following termination.

25.4 Clauses 25.1, 25.2 and 25.3 override any contrary provision in this Lease.

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26 Exclusion of Implied Provisions

26.1 The covenants and powers contained in clauses 4, 5, 10, 11 and 12 of Part 2 and clause 13 of Part 3 of Schedule 3 of the Property Law Act 2007 will not be implied in this Lease and are expressly negated.

27 Entire Agreement

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

28 Disputes

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

29 Service of Notices

29.1 Any notice or document required or authorised to be given or served under this Lease must be in writing and may be given or served unless otherwise required by sections 352 to 361 of the Property Law Act 2007:

- (a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
- (b) by personal delivery, or by posting by registered mail or mail, or by facsimile, or by email to the address of the party to be notified, as set out in Item 12 of Schedule A, or to such other address as either party may notify to the other in writing.

29.2 Any notice or other document will be treated as given or served and received by the other party:

- (a) in the case of personal delivery, when received by the addressee;
- (b) in the case of posting by mail, three (3) Business Days after being posted to the addressee's last known address in New Zealand;

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- (c) in the case of facsimile transmission, on completion of an error free transmission, when sent by facsimile; or
- (d) in the case of email, when acknowledged by the addressee by return email or otherwise in writing.

29.3 Any notice or document to be given or served under this Lease must be in writing and may be signed by:

- (a) any attorney, officer, employee or solicitor for the party serving or giving the notice; or
- (b) the party serving the notice or any other person authorized by that party.

30 Registration of Lease

30.1 The parties agree that this Lease will be registered against the records of title for the Land under the provisions of the Land Transfer Act 2017 at the expense of the Lessee. The Lessor consents to the Lessee caveating the records of title for the Land to protect the Crown's interest prior to registration.

31 Costs

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

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