

NGĀTI HEI

and

THE TRUSTEES OF THE HEI O WHAREKAHO SETTLEMENT TRUST

and

THE CROWN

**DEED TO AMEND
NGĀTI HEI DEED OF SETTLEMENT**

DEED TO AMEND NGĀTI HEI DEED OF SETTLEMENT

THIS DEED is made on the 24th day of February 2023

BETWEEN

NGĀTI HEI

and

THE TRUSTEES OF THE HEI O WHAREKAHO SETTLEMENT TRUST

and

THE CROWN

BACKGROUND

General

- A. On 17 August 2017, Ngāti Hei, the trustees of the Hei o Wharekaho Settlement Trust (“trustees”) and the Crown entered into a deed of settlement of historical claims (“Deed of Settlement”).
- B. The trustees and the Crown wish to enter into this deed to record amendments to the Deed of Settlement in accordance with paragraph 5.1 of the general matters schedule to the Deed of Settlement.

IT IS AGREED as follows:

1 EFFECTIVE DATE OF THIS DEED

- 1.1 This deed takes effect when it is properly executed by the parties to it.

2 DRAFT SETTLEMENT BILL

- 2.1 The parties agree that the draft settlement bill attached as schedule 9 to this deed is the draft settlement bill for the purposes of the Deed of Settlement instead of the original draft settlement bill in part 3 of the attachments to the Deed of Settlement.
- 2.2 The Deed of Settlement is amended by changing references to sections and schedules of the original draft settlement bill to references to the equivalent sections and schedules in the draft settlement bill attached as schedule 9 to this deed.

3 FURTHER AMENDMENTS TO THE DEED OF SETTLEMENT

- 3.1 The Deed of Settlement:
 - 3.1.1 is amended by making the amendments set out in schedule 1 to this deed;
 - 3.1.2 is amended by adding new part 6A to the Deed of Settlement, as set out in Schedule 5 to this deed;
 - 3.1.3 in relation to new part 3A of the documents schedule to the Deed of Settlement, is amended by adding this new part, as set out in Schedule 8 to this deed;
 - 3.1.4 in relation to part 4.2 of the documents schedule to the Deed of Settlement, is amended by making the amendments as set out in schedule 2 and 3 to this deed;
 - 3.1.5 in relation to part 5.2 of the documents schedule to the Deed of Settlement, is amended by making the amendments as set out in Schedule 4 to this deed;
 - 3.1.6 in relation to part 2 of the attachments to the Deed of Settlement, is amended by adding the new deed plans, as attached in Schedules 6 and 7 to this deed; and

3.1.5 remains unchanged except to the extent provided by this deed.

4 DEFINITIONS AND INTERPRETATION

4.1 Unless the context otherwise requires:

4.1.1 terms or expressions defined in the Deed of Settlement have the same meanings in this deed; and


4.1.2 the rules of interpretation in the Deed of Settlement apply (with all appropriate changes) to this deed.

5 COUNTERPARTS

5.1 This deed may be signed in counterparts which together shall constitute one agreement binding on the parties, notwithstanding that both parties are not signatories to the original or same counterpart.

DEED TO AMEND NGĀTI HEI DEED OF SETTLEMENT

SIGNED for and on behalf of **THE CROWN** by
the Minister for Treaty of Waitangi
Negotiations in the presence of –



Hon Andrew James Little

WITNESS



Name: Lisa Petraschuk
Occupation: Ministerial advisor
Address: Lower Hutt.

SIGNED by the TRUSTEES OF THE
HEI O WHAREKAHO SETTLEMENT TRUST
in the presence of –


WITNESS



Signature


Derek Pohatu Isaac Neal

Name: RODNEY WAI OSBORNE
Occupation: CONSULTANT
Address: PONGA RD,
OPAHKEKE, AUCKLAND

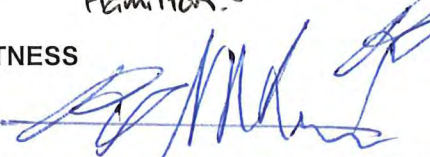
WITNESS


Signature


Garry William James Neal

Name: Frances Neal
Occupation: Retired
Address: 17 Hollinger Place, Nayton,
Hamilton.

WITNESS


Signature


Robert Grant Maclean

Name: RODNEY WAI OSBORNE
Occupation: CONSULTANT
Address: PONGA RD,
OPAHKEKE, AUCKLAND

WITNESS



Signature



Joseph John Francis Davis

Name: RODNEY WAI OSBORNE
Occupation: CONSULTANT
Address: PONGA RD,
OPAHKEKE, AUCKLAND

DEED TO AMEND NGĀTI HEI DEED OF SETTLEMENT

WITNESS


Signature


Kevin Wayne Neal

Name: ROMAN WAH OSHERUS
Occupation: CONSULTANT
Address: PALKA RD,
OPAKERE, AUCKLAND

WITNESS


Signature


Peter Matai Johnston

Name: Jeffery Mills
Occupation: grounds, parks, reserves.
Address: 43 KICKMAN AVE
WHITIROA

SCHEDULE 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Current reference	Amendment
Deed of Settlement	
New clauses 5.8 and 5.9	<p>Insert the following new clauses 5.8 and 5.9 immediately after clause 5.7:</p> <p>“Ahuahu / Great Mercury Island property</p> <p>5.8 The settlement legislation will, on the terms provided by sections 43 to 48 of the draft settlement bill, provide that, in relation to the Ahuahu / Great Mercury Island property –</p> <p>5.8.1 the fee simple estate vests as undivided sixth shares with each one sixth share vesting in each of the following as tenants in common:</p> <ul style="list-style-type: none"> (a) the governance entity: (b) the trustees of the Ngaati Whanaunga Ruunanga Trust: (c) the trustees of the Hako Tūpuna Trust: (d) the trustees of the Ngāti Maru Rūnanga Trust: (e) an entity that represents the members of Ngāti Porou ki Hauraki for the purposes of the vesting: (f) the trustees of the Ngāti Tamaterā Treaty Settlement Trust; and <p>5.8.2 the vesting will occur on the latest of:</p> <ul style="list-style-type: none"> (a) the settlement date; and (b) the settlement date under Hako settlement legislation; and

DEED TO AMEND NGĀTI HEI DEED OF SETTLEMENT

Current reference	Amendment
	<p>(c) the settlement date under Ngāti Porou ki Hauraki settlement legislation; and</p> <p>5.8.3 it is to be a local purpose (landing) reserve named Ahuahu Local Purpose (Landing) Reserve; and</p> <p>5.8.4 despite clause 5.8.2, on and from the settlement date until the close of the day before the vesting date under clause 5.8.2, a joint management body (joint management body) appointed by the entities specified in clause 5.8.1 will be established to be the administering body to control and manage the reserve as if that appointment were made under section 30 of the Reserves Act 1977, but that section has no other application to the administering body; and</p> <p>5.8.5 for the purposes of the appointment of the joint management body under clause 5.8.4, if the entity referred to in clause 5.8.1(e), that is to represent the members of Ngāti Porou ki Hauraki, has not been established on the settlement date, Te Rūnanga o Ngāti Porou ki Hauraki will be the appointer; and</p> <p>5.8.6 on and from the vesting date under clause 5.8.2, the joint management body appointed in accordance with clause 5.8.4 will continue to be the administering body and the Reserves Act 1977 will apply as if the reserve were vested in the body under section 26 of that Act.</p> <p>5.9 The settlement legislation will, on the terms provided by section 48 of the draft settlement bill, provide that, in relation to the Ahuahu / Great Mercury Island property –</p> <p>5.9.1 on and from the settlement date, the Crown may enter the property, including the buildings on it, with or without motor vehicles, machinery, implements of any kind, or dogs for the following purposes:</p> <p style="margin-left: 40px;">(a) species management:</p> <p style="margin-left: 40px;">(b) monitoring pest plants or pest animals:</p> <p style="margin-left: 40px;">(c) controlling pest plants or pest animals;</p> <p>5.9.2 the Crown must give the notice to the joint management body, orally or by electronic means (as the Crown and the</p>

DEED TO AMEND NGĀTI HEI DEED OF SETTLEMENT

Current reference	Amendment
	<p>owners agree), 24 hours before entering the property or, if that is not practicable, then –</p> <p>(a) before entering, if practicable; or</p> <p>(b) as soon as possible after entering;</p> <p>5.9.3 however, -</p> <p>(a) the joint management body and the Crown may agree the circumstances in which notice is not required;</p> <p>(b) the Crown may enter the property without prior notice if responding to a known or suspected incursion of a pest animal; and</p> <p>(c) the Crown must first obtain consent from the owner, or occupier, of a building on the property that may be used for accommodation purposes before entering that building and the Crown may enter the building only in daylight hours.”</p> <p>Renumber the following clauses in part 5 and any consequential cross references to those clauses accordingly</p>
Clause 5.11.2	Replace “except paragraph (db))” with “(except subsection 2(db))”
Clause 5.38	<p>Delete clause 5.38 and the heading immediately above that clause</p> <p>Renumber the following clauses in part 5 and any consequential cross references to those clauses accordingly</p>
Clause 5.55	<p>Delete clause 5.55 and the heading immediately above that clause</p> <p>Renumber the following clauses in part 5 and any consequential cross references to those clauses accordingly</p>
Clause 5.57	Insert “and part 6A” after the reference to clauses “5.19 to 5.21” and after the second reference to clause “5.5”
New part 6A	Insert new part 6A immediately after part 6, as set out in Schedule 5

DEED TO AMEND NGĀTI HEI DEED OF SETTLEMENT

Current reference	Amendment
Clause 7.8	Insert the following at the end of this clause: "If the right under clause 7.5 ceases in respect of the school site, the RFR provisions in the Pare Hauraki Collective Redress Deed will apply to the school site."
Clause 7.12	Insert the following at the end of this clause: "If the right under clause 7.9 ceases in respect of the school site, the RFR provisions in the Pare Hauraki Collective Redress Deed will apply to the school site."
Clause 7.14.1(b)	Delete "or, in relation to Tairua School site (land only), the share (if any),"
Clause 8.2.8	Replace "176 years" with "178 years"
Clause 8.2.15	Replace "176 years" with "178 years" Insert "Island" after "Cuvier"
Clause 8.2.16	Replace "176 years" with "178 years"
General matters schedule	
Paragraph 3.16	Replace "clause 14.7" with "clause 16.7"
Paragraph 4.4.2	Replace "fourth" with "sixth"
Paragraph 5.5	Replace "Ruamaahua" with "Ruamāhua"
Part 6, paragraph 6.1	In the definition of " business day ", in subparagraph (b), insert the following, after "the Sovereign's birthday,": "Te Rā Aro ki a Matariki/Matariki Observance Day,"

DEED TO AMEND NGĀTI HEI DEED OF SETTLEMENT

Current reference	Amendment
Part 6, paragraph 6.1	In the definition of “ Crown redress ”, in subparagraph (a)(ii), insert “or, in the case of Ruamāhua, the descendants of Marutūāhu, Hako and Hei” after “governance entity”
Part 6, paragraph 6.1	In the definition of “ cultural redress ” insert “and part 6A” after “clauses 5.1 to 5.55”
Part 6, paragraph 6.1	In the definition of “ cultural redress property ”, insert “parts 1 and 2 of” before “schedule 1” and delete the comma after “means”
Part 6, paragraph 6.1	Insert the following new definition immediately after the definition of “ GST ”: “ Hako means the iwi known as Hako; and”
Part 6, paragraph 6.1	Insert the following new definition immediately after the definition of “ Hako ”: “ Hako settlement legislation ” means legislation that settles the historical claims of Hako; and”
Part 6, paragraph 6.1	Insert the following new definition immediately after the definition of “ Hako settlement legislation ”: “ Hako Tūpuna Trust means the trust of that name established by a trust deed dated 26 August 2014; and”
Part 6, paragraph 6.1	In the definition of “ land holding agency ”, in subparagraph (b) replace “Ministry of Justice” with “Office for Māori Crown Relations – Te Arawhiti” Insert the following new subparagraph (d) immediately after subparagraph (c): “(d) Ruamāhua, means the Department of Conservation; and” Renumber the following subparagraph in this definition and any consequential cross references to that subparagraph accordingly

DEED TO AMEND NGĀTI HEI DEED OF SETTLEMENT

Current reference	Amendment
Part 6, paragraph 6.1	<p>Insert the following new definition immediately after the definition of “Ngaati Whanaunga”:</p> <p>“Ngaati Whanaunga Ruunanga Trust means the trust of that name established by a trust deed dated 16 May 2019; and”</p>
Part 6, paragraph 6.1	<p>Insert the following new definition immediately after the definition of “Ngāti Maru Rūnanga Trust”:</p> <p>“Ngāti Paoa means the iwi known as Ngāti Paoa; and”</p>
Part 6, paragraph 6.1	<p>Insert the following new definition immediately after the definition of “Ngāti Paoa”:</p> <p>“Ngāti Paoa Iwi Trust means the trust of that name established by a trust deed dated 9 October 2013; and”</p>
Part 6, paragraph 6.1	<p>Insert the following new definition immediately after the definition of “Ngāti Paoa Iwi Trust”:</p> <p>“Ngāti Porou ki Hauraki means the iwi known as Ngāti Porou ki Hauraki; and”</p>
Part 6, paragraph 6.1	<p>Insert the following new definition immediately after the definition of “Ngāti Porou ki Hauraki”:</p> <p>“Ngāti Porou ki Hauraki settlement legislation means legislation that settles the historical claims of Ngāti Porou ki Hauraki; and”</p>
Part 6, paragraph 6.1	<p>Insert the following new definition immediately after the definition of “notice”:</p> <p>“Ohinau Island means the property described in part 3 of schedule 1 of the draft settlement bill; and”</p>

DEED TO AMEND NGĀTI HEI DEED OF SETTLEMENT

Current reference	Amendment
Part 6, paragraph 6.1	<p>Insert the following new definition immediately after the definition of “te o a Hei”:</p> <p>“Te Rūnanga o Ngāti Porou ki Hauraki means the body mandated in May 2011 to represent Ngāti Porou ki Hauraki in negotiations to settle the historical claims of Ngāti Porou ki Hauraki; and”</p>
Part 6, paragraph 6.1	<p>Insert the following new definition immediately after the definition of “transfer value”:</p> <p>“trustees of the Hako Tūpuna Trust means the trustees from time to time of that trust; and”</p>
Part 6, paragraph 6.1	<p>Insert the following new definition immediately after the definition of “trustees of the Hei o Wharekaho Trust”:</p> <p>“trustees of the Ngaati Whanaunga Ruunanga Trust means the trustees from time to time of that trust; and”</p>
Part 6, paragraph 6.1	<p>Insert the following new definition immediately after the definition of “trustees of the Ngāti Maru Rūnanga Trust”:</p> <p>“trustees of the Ngāti Paoa Iwi Trust” means the trustees from time to time of that trust; and”</p>
Part 6, paragraph 6.1	<p>In the definition of “vesting” insert “or Ruamāhua” after “cultural redress property”</p>
Part 7, paragraph 7.17	<p>Insert “and Ruamāhua” after “cultural redress properties,” in each place that those words appear</p>
Property redress schedule	
New paragraph 1.7.1(c)	<p>Insert the following new paragraph 1.7.1(c):</p> <p>“(c) Ohinau Island, the date of this deed; and”</p>

DEED TO AMEND NGĀTI HEI DEED OF SETTLEMENT

Current reference	Amendment
Paragraph 2.1	Replace the words “Until the settlement date” with “Until the date the fee simple estate is vested in the governance entity”
New paragraph 2.2	<p>Insert the following new paragraph immediately after paragraph 2.1:</p> <p>“2.2 Paragraphs 2.1 to 2.5 apply to Ruamāhua as if it were a cultural redress property.”</p> <p>Renumber the following paragraphs in part 2 and any consequential cross references to those paragraphs.</p>
Paragraph 5.3.1	Replace “10 business days” with “[10] business days”
Paragraph 5.6.1(b)(i)	Replace “(April 2015)” with “(July 2020)”
Paragraph 5.11	Replace “10 business days” with “[10] business days”
Paragraph 5.12	Replace “15 business days” with “[15] business days”
Paragraph 5.16.1	Replace “50 business days” with “[50] business days”
Paragraph 5.16.2	Replace “60 business days” with “[60] business days”
Paragraph 5.17	Replace “International Valuation Standards 2017” with “latest International Valuation Standards that apply on the valuation date”
Paragraph 5.20.1(a)	Replace “and” with “or”
Paragraph 5.20.2	Replace “70 business days” with “[70] business days”
Paragraph 5.20.3	<p>Replace “70 business days” with “[70] business days”</p> <p>Replace “5 business days” with “[5] business days”</p>

DEED TO AMEND NGĀTI HEI DEED OF SETTLEMENT

Current reference	Amendment
Paragraph 5.20.4	Replace “5 business days” with “[5] business days”
Paragraph 5.21	Replace “10 business days” with “[10] business days”
Paragraph 5.21.1(b)	Replace “30 business days” with “[30] business days”
Paragraph 5.22.1	Replace “5 business days” with “[5] business days”
Paragraph 5.23.2	Replace “50 business days” with “[50] business days”
Part 5, Appendix 1 to Subpart B, Heading “Requirements for your valuation”	<p>Replace:</p> <p>“(a) to assess market value on the basis of market value as defined in the current edition of the Australia and New Zealand Valuation and Property Standards [2012] and International Valuation Standards [2017]; and”</p> <p>with:</p> <p>“(a) to assess market value on the basis of market value as defined in the latest editions of the Australia and New Zealand Valuation and Property Standards, and the International Valuation Standards, that apply on the valuation date; and”</p>
Part 5, Appendix 1 to Subpart B, Heading “Requirements for your valuation report”	<p>In the first paragraph, replace:</p> <p>“We require a full valuation report in accordance with the current edition of the Australia and New Zealand Valuation and Property Standards [2012]” and International Valuation Standards [2017], including –”</p> <p>with:</p> <p>“We require a full valuation report in accordance with the latest editions of the Australia and New Zealand Valuation and Property Standards, and the International Valuation Standards, that apply on the valuation date, including –”</p>

DEED TO AMEND NGĀTI HEI DEED OF SETTLEMENT

Current reference	Amendment
<p>Part 5, Appendix 1 to Subpart B, Heading “Requirements for your valuation report”</p>	<p>In the paragraph immediately following subparagraph (h)(ii), replace:</p> <p>“Your report must comply with the minimum requirements set out in section 5 of the International Valuation Standard 1 Market Value Basis of Valuation, and other relevant standards, insofar as they are consistent with subpart B”</p> <p>with:</p> <p>“Your report must comply with the minimum requirements set out in the latest International Valuation Standards, Market Value Basis of Valuation, and other relevant standards, that apply on the valuation date.</p> <p>Your report must contain a clear statement of the treatment of GST (if any) to the property valuation.”</p>
<p>Paragraph 6.17</p>	<p>Delete this paragraph and replace it with:</p> <p>“6.17 Fixtures and fittings must be transferred under paragraph 6.15 free of mortgage or charge.”</p>
<p>Paragraph 7.1</p>	<p>Replace “or facsimile number” with “, facsimile number or email address”</p>
<p>Paragraph 7.1.2</p>	<p>Replace both instances of “or facsimile number” in this paragraph with “, facsimile number or email address”</p>
<p>Paragraph 7.2, table header</p>	<p>Replace “or facsimile number” with “, facsimile number or email address”</p>

<p>Paragraph 7.2</p>	<p>Delete the heading “Address and facsimile number” at the top of the right column of the table and replace with “Contact details”</p>		
	<p>Delete the contact details for Department of Conservation and the Ministry of Education and replace them with:</p>		
	<p>“Department of Conservation</p>	<p>Conservation House–Whare Kaupapa Atawhai 18 Manners Street Wellington 6011 PO Box 10420 The Terrace Wellington 6143 Email: SLM@doc.govt.nz with the subject line “ATTN: SLM National Advisor – [Name of site]”</p>	
	<p>“Ministry of Education</p>	<p>Ministry of Education National Office PO Box 1666 Thorndon Wellington 6140”</p>	
	<p>Delete entry and contact details for the Ministry of Justice entirely and replace them with:</p>		
<p>“The Office for Māori Crown Relations – Te Arawhiti</p>	<p>Level 3, The Justice Centre 19 Aitken Street SX 10111 Wellington 6011 Email: contactus@tearawhiti.govt.nz”</p>		
<p>Insert the following entry immediately after the entry for The Office for Māori Crown Relations – Te Arawhiti:</p>			
<p>“LINZ (Treaty Settlements Landbank)</p>	<p>Land Information New Zealand Wellington Office Radio New Zealand House Wellington 6011 Level 7, 155 The Terrace PO Box 5501 Wellington 6145</p>		

DEED TO AMEND NGĀTI HEI DEED OF SETTLEMENT

Current reference	Amendment	
		Fax: +64 4 472 2244 Email: treatysettlementslandbank@linz.govt.nz
Part 8.2	Delete the definition of “ notice of interest contact ”	
Documents schedule		
New part 3A	Insert, immediately after part 3, the new part 3A “ Statement of Association for Ruamāhua ”, attached in Schedule 8	
Part 4.2	Replace that part of the primary industries protocol set out on pages 41 to 49 with that part of the protocol set out in Schedule 2, and replace Attachment B of the protocol with Attachment B set out in Schedule 3	
Part 5.2	Replace the easement instrument set out in part 5.2 with the easement instrument set out in Schedule 4	
Attachments		
Part 2	Insert the following in the contents page for the deed plans, immediately under “ Ohinau Island (OTS-100-20) ”: “ Ahuahu / Great Mercury Island property (OTS-100-39) ”	
Part 2	Insert the following in the contents page for the deed plans, immediately under “ Ahuahu / Great Mercury Island property (OTS-100-39) ”: “ Ruamāhua (OTS-100-40) ”	
Part 2	Insert, immediately after the deed plan for “ Ohinau Island (OTS-100-20) ”, the deed plan for “ Ahuahu / Great Mercury Island property (OTS-100-39) ”, attached in Schedule 6	
Part 2	Insert, immediately after the deed plan for “ Ahuahu / Great Mercury Island property (OTS-100-39) ”, the deed plan for “ Ruamāhua (OTS-100-40) ”, attached in Schedule 7	

SCHEDULE 2

Ministry for Primary Industries
Manatū Ahu Matua



**THE PRIMARY INDUSTRIES PROTOCOL WITH
NGĀTI HEI**

Issued by

**the Minister of Agriculture, Minister for Biosecurity,
Minister of Fisheries, Minister for Food Safety and
Minister of Forestry**

PART ONE - RELATIONSHIP

PURPOSE

1. The purpose of this Primary Industries Protocol (the “**Protocol**”) is to set out how Ngāti Hei, the Minister of Agriculture, the Minister for Biosecurity, the Minister of Fisheries, the Minister for Food Safety and the Minister of Forestry (the “**Ministers**”) and the Director-General of the Ministry for Primary Industries (the “**Director-General**”) will establish and maintain a positive, co-operative and enduring relationship.

CONTEXT

2. The Protocol should be read in a manner that best furthers the purpose of the Ngāti Hei Deed of Settlement (the “**Deed of Settlement**”).
3. The Protocol is a living document that should be updated to take account of the relationship between the parties, future developments and additional relationship opportunities.

PRINCIPLES UNDERLYING THE PROTOCOL

4. The Ministry and Ngāti Hei are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to the Protocol. The relationship created by the Protocol is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve over time the outcomes sought by both.
5. The parties recognise that to successfully implement the Protocol, the parties will need to work in partnership and in the spirit of collaboration.
6. The parties also acknowledge the principles below and their importance to successfully achieve the purpose of the Protocol. These relationship principles provide that the Ministry and Ngāti Hei will:
 - a. work in a spirit of co-operation;
 - b. ensure early engagement on issues of known mutual interest;
 - c. operate on a ‘no surprises’ approach;
 - 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 both parties benefit from working together by sharing their vision, knowledge and expertise.
7. The Ministers and the Director-General have certain functions, powers and duties in terms of legislation that they are responsible for administering. With the intention of creating a relationship that achieves, over time, the policies and outcomes sought by both Ngāti Hei and the Ministry. The Protocol sets out how the Ministers, Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in the Protocol. In

accordance with the Protocol, the Governance Entity will have the opportunity for input into the policy and planning processes relating to matters set out in the Protocol.

8. The Ministry will have particular regard to the Statement of Pare Hauraki World View when exercising functions under the Fisheries Act 1996, the Forests Act 1949 and the Biosecurity Act 1993.
9. The Ministry will advise the Governance Entity whenever it proposes to consult with a hapū of Ngāti Hei or with another iwi or hapū with interests inside the Protocol area on matters that could affect the interests of Ngāti Hei.

PART TWO - SCOPE AND INTERPRETATION

SCOPE

10. The Protocol applies to agriculture (agriculture includes animal welfare and horticulture), forestry, fisheries, biosecurity and food safety portfolios administered by the Ministry for Primary Industries (the “**Ministry**”).
11. The Protocol does not cover processes regarding the allocation of aquaculture space, or the Treaty settlement processes established for assets held by the Ministry’s Crown Forestry unit.
12. The Ministry is required to provide for the utilisation of fisheries resources while ensuring sustainability, to meet Te Tiriti o Waitangi/the Treaty of Waitangi and international obligations, to enable efficient resource use and to ensure the integrity of fisheries management systems.
13. In addition to requirements of clause 8, the Statement of Pare Hauraki World View will be given particular regard through the programmes and processes set out in this protocol.
14. The Protocol applies to the Ngāti Hei area of interest as noted and described in the attached map (Attachment A).

DEFINITIONS AND INTERPRETATION

15. In the Protocol:
 - a. “**Protocol**” means a statement in writing, issued by the Crown through the Ministers to the Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;
 - b. “**Protocol area**” means the land area as noted in the attached map at Attachment A, together with the adjacent waters;
 - c. “**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 to participate in any aspect of the redress under the Deed;
 - d. “**Fisheries Legislation**” means the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Fisheries Act 1983 and the Fisheries Act 1996, and any regulations made under the Fisheries Act 1983 and the Fisheries Act 1996;
 - e. “**Governance Entity**” and the “**trustees**” means the trustees of the [name of the Post Settlement Governance Entity to be inserted];

- f. “**iwi of Hauraki**” means the iwi referred to in clause 26 of this Protocol;
- g. “**Pare Hauraki Collective Redress Deed**” has the meaning given to it in the Deed of Settlement;
- h. the “**parties**” means the trustees of the Hei o Wharekaho Settlement Trust, the Minister of Agriculture, the Minister for Biosecurity, the Minister of Fisheries, the Minister for Food Safety, the Minister of Forestry (acting on behalf of the Crown), and the Director-General of the Ministry for Primary Industries (acting on behalf of the Ministry for Primary Industries); and
- i. “**Statement of Pare Hauraki World View**” means the statement set out in Part 4I of the Pare Hauraki Collective Redress Deed.

TERMS OF ISSUE

- 16. The Protocol is issued pursuant to section [] of the [Ngāti Hei Claims Settlement Act **[date]**] (the “**Settlement Legislation**”) and clause 5.30 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.

PART THREE - FISHERIES

- 17. The Minister of Fisheries and the Director-General of the Ministry have certain functions, powers and duties in terms of the Fisheries Legislation. With the intention of creating a relationship that achieves, over time, the policies and outcomes sought by both Ngāti Hei and the Ministry.
- 18. The Protocol sets out how the Minister of Fisheries, Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in the Protocol. In accordance with the Protocol, the Governance Entity will have the opportunity for input into the policy and planning processes relating to matters set out in the Protocol.
- 19. The Protocol must be read subject to the summary of the terms of issue set out in Attachment B.

INPUT INTO AND PARTICIPATION INTO THE MINISTRY’S NATIONAL FISHERIES PLANS

- 20. The Ministry’s national fisheries plans will reflect the high level goals and outcomes for fisheries. The plans will guide annual identification of the measures (which may include catch limits, research, planning and compliance services) required to meet these goals and outcomes.
- 21. There are five National Fisheries Plans, which relate to:
 - a. inshore fisheries;
 - b. shellfish;
 - c. freshwater fisheries;
 - d. highly migratory fisheries; and

- e. deepwater fisheries.
- 22. The National Fisheries Plans are implemented through an Annual Review Report and Annual Operational Plan.
- 23. The Annual Review Report presents information on:
 - a. the current status of fisheries relative to the performance measures recorded in the National Fisheries Plans; and
 - b. the extent of the delivery of previous and existing services and management actions.
- 24. The Annual Review Report is developed through engagement with tangata whenua about what future services are required to meet agreed objectives, address gaps in performance and meet tangata whenua interests, including research, compliance and special permits. The Ministry will engage with the parties to produce the Annual Review Report.
- 25. The Annual Operational Plan will record the future services agreed through the Annual Review Report process to be delivered to fisheries for the next financial year (1 July – 30 June). The demand for services is often greater than can be provided by the Ministry. The Ministry undertakes a prioritisation of proposed services to address competing interests.
- 26. The Ministry will provide for the input and participation of the twelve iwi of Hauraki– Ngai Tai ki Tāmaki, Ngāti Hei, Hako, Ngāti Maru, Ngāti Paoa, Ngāti Porou ki Hauraki, Ngāti Pūkenga, Ngāti Tara Tokanui, Ngāti Rāhiri Tumutumu, Ngāti Tamaterā, Ngaati Whanaunga and Te Patukirikiri – which includes Ngāti Hei into national fisheries plans through iwi forum fisheries plans. Iwi forum fisheries plans allow the Ministry to engage and involve iwi in fisheries management activities and national fisheries planning.

IWI FORUM FISHERIES PLANS

- 27. The twelve iwi of Hauraki collectively will have input into the relevant forum fisheries plan. The plan will incorporate:
 - a. the objectives of the iwi of Hauraki for the management of their customary, commercial, recreational, and environmental interests;
 - b. views of the iwi of Hauraki on what constitutes the exercise of kaitiakitanga within the Protocol Area;
 - c. how the iwi of Hauraki will participate in fisheries planning and management; and
 - d. how the customary, commercial, and recreational fishing interests of forum members will be managed in an integrated way.
- 28. The iwi of Hauraki, which includes Ngāti Hei, will have the opportunity to jointly develop an iwi fisheries plan that will inform the content of the relevant forum fisheries plan.
- 29. Any person exercising functions, powers and duties under sections 12 to 14 of the Fisheries Act 1996 will have particular regard to forum plans interpretation of kaitiakitanga (see section 12(1)(b) of the Fisheries Act 1996).

MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

30. The Ministry, with available resources, undertakes to provide the Governance Entity with such information and assistance as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include, but is not limited to:
- a. discussions with the Ministry on the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within the Protocol Area; and
 - b. making available existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Protocol Area.

RĀHUI

31. The Ministry recognises that rāhui is a traditional use and management practice of Ngāti Hei and supports their rights to place traditional rāhui over their customary fisheries.
32. The Ministry and the Governance Entity acknowledge that a traditional rāhui placed by the Governance Entity over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice. The Governance Entity undertakes to inform the Ministry of the placing and the lifting of a rāhui by Ngāti Hei over their customary fisheries, and also the reasons for the rāhui.
33. The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rāhui has been applied, to the extent that such groups exist, of the placing and the lifting of a rāhui by Ngāti Hei over their customary fisheries, in a manner consistent with the understandings outlined in clause 31 of this Protocol.
34. As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by Ngāti Hei over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

PROVISION OF FISHERIES SERVICES AND RESEARCH

35. Each party acknowledges that there is potential for the other to provide services to, or conduct research for, the other.
36. Ngāti Hei input and participation into Ministry fisheries services and research will occur through Ngāti Hei input and participation into the Ministry's national fisheries plans.

PART FOUR – STRATEGIC PARTNERSHIPS

INFORMATION SHARING AND COLLABORATION

37. The Governance Entity and the Ministry will use reasonable endeavours to exchange and share relevant information of mutual benefit, subject to the provisions of the Settlement Legislation, any other enactment, and the general law.
38. For the purpose of carrying out its function, the Governance Entity may make a reasonable request of the Ministry to:

- a. provide information or advice to the Governance Entity requested by the Governance Entity, but only on matters relating to fisheries, agriculture (agriculture includes animal welfare and horticulture), forestry, food safety and biosecurity; and/or
 - b. provide a Ministry representative to attend a meeting with the Governance Entity.
39. In respect of the above requests for information or advice:
- a. where reasonably practicable, the Ministry will provide the information or advice; and
 - b. in deciding whether it is reasonably practicable to provide the information or advice, the Ministry will have regard to any relevant consideration, including:
 - i. whether, where a request has been made under the Official Information Act 1982, or the Local Government Official Information and Meetings Act 1987, there are permitted reasons for withholding the information;
 - ii. whether making the information available would contravene the provisions of an enactment; and
 - iii. the time and cost involved in researching, collating and providing the information or advice; and
 - iv. whether making the information available would put at risk any of the Ministry's wider stakeholder relationships.
40. In respect of requests for the Ministry to attend a meeting with the Governance Entity:
- a. only where reasonably practicable, the Ministry will comply with the request;
 - b. the Ministry will determine the appropriate representative to attend any meeting; and
 - c. in deciding whether it is reasonably practicable to comply with the request, the Ministry may have regard to any relevant consideration, including:
 - i. the number and frequency of such requests the management agency has received from the Governance Entity;
 - ii. the time and place of the meeting and the adequacy of notice given; and
 - iii. the time and cost involved in complying with the request.

JOINT WORK PROGRAMMES

- 41. If agreed to by both parties, the Ministry and the Governance Entity, will work together to develop and implement joint work programmes on matters relating to fisheries, agriculture (agriculture includes animal welfare and horticulture), forestry, food safety and biosecurity.
- 42. The work programme/s must be beneficial to both parties, must align with the parties objectives and priorities relating to the primary sector, and be based on agreed-to terms of delivery.

***PROVISION OF SERVICE AND RESEARCH RELATING TO AGRICULTURE,
FORESTRY, FOOD SAFETY AND BIOSECURITY***

43. Each party acknowledges that there is potential for the other to provide services to, or conduct research for, the other.
44. Where the Ministry undertakes or contracts for services or research relating to agriculture (agriculture includes animal welfare and horticulture), forestry, food safety or biosecurity, and where the Ministry considers it to have a direct impact on the Protocol area, the Ministry will:
- a. notify the Governance Entity of its intention to do so and provide the Governance Entity with an opportunity to be involved in the planning for services or research, as appropriate;
 - b. where applicable, invite the Governance Entity to provide a representative to be a member of the tender evaluation panel, subject to the Ministry's conflict of interest policy;
 - c. advise the Governance Entity of the provider it has chosen;
 - d. require any research provider to engage with the Governance Entity; and
 - e. provide the Governance Entity with the results of that research, as appropriate.

CONSULTATION

45. Where the Ministry is required to consult in relation to the Protocol, the principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- a. ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
 - b. providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
 - c. ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation;
 - d. ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation; and
 - e. where the Ministry has consulted with the Governance Entity in relation to this Protocol, the Ministry will report back to the Governance Entity, either in person or in writing, on the decision made as a result of any such consultation.

PART FIVE – IMPLEMENTATION

MAINTAINING THE RELATIONSHIP

46. Each party will identify a senior representative to oversee the implementation of the Protocol. The senior representatives will be the key point of contact for any matters relating to the

Protocol, and will be responsible for ensuring the outcomes and deliverables of the Protocol are monitored, and achieved.

47. Where elements of the Protocol may not be achievable, the parties will communicate this as soon as possible and work towards a common understanding of the issues and a positive way forward for both parties to achieve the outcomes of the Protocol.
48. Representatives of the parties will meet as required, and as agreed to by both parties.

ESCALATION OF MATTERS

49. If one party considers that there has been a breach of the Protocol then that party may give notice to the other that they are in dispute.
50. As soon as possible, upon receipt of the notice referred to in clause 49, the Ministry and the Governance Entity representative(s) will meet to work in good faith to resolve the issue.
51. If the dispute has not been resolved within 45 working days despite the process outlined in clauses 49 and 50 having been followed, the Ministry and Governance Entity may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.

REVIEW AND AMENDMENT

52. The parties agree that this Protocol is a living document which should be updated and adapted to take account of any future developments and relationship opportunities.
53. The parties may only vary this or terminate this Protocol by agreement in writing.

ISSUED on

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister of Agriculture

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister for Biosecurity

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister of Fisheries

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister for Food Safety

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister of Forestry

WITNESS

Name:

Occupation:

Address:

SCHEDULE 3

ATTACHMENT B: SUMMARY OF 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 Ministers may amend or cancel this Protocol, but only after consulting with the Governance Entity and having particular regard to its views (*section []*).

2. **Noting**

- 2.1 A summary of the terms of this Protocol must be noted in the fisheries plans affecting the Protocol Area, but the noting –

2.1.1 is for the purpose of public notice only; and

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

3. **Limits**

- 3.1 This Protocol does not –

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

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

3.1.2 restrict the responsibilities of the Ministers or the Ministry or the legal rights of Ngāti Hei (*section []*); or

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

- (a) the Fisheries Act 1996; or
- (b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or
- (c) the Maori Commercial Aquaculture Claims Settlement Act 2004; or
- (d) the Maori Fisheries Act 2004 (*section []*).

4. **Breach**

- 4.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (*section []*).
- 4.2 A breach of this Protocol is not a breach of the Deed of Settlement (*clause 5.34*).

SCHEDULE 4

Date

PARTIES

- 1 **HIS MAJESTY THE KING** [in right of New Zealand] acting by and through the Minister of Conservation pursuant to the Conservation Act 1987 (the “**Grantor**”)
- 2 **HIS MAJESTY THE KING** [in right of New Zealand] acting by and through the Minister for State-Owned Enterprises and the Minister of Finance pursuant to sections 8 and 8A of the Crown Forest Assets Act 1989 (the “**Grantee**”)

BACKGROUND

- A. The Grantee wishes to enter upon and cross the Grantor’s Land for the purpose of gaining access to and egress from the Grantee’s Land (as herein defined).
- B. The Grantor has agreed to allow the Grantee to enter upon and cross the Grantor’s Land, for the purposes of enabling the Grantee to gain access to and egress from the Grantee’s Land on the terms and conditions set out in this Deed.

BY THIS DEED IT IS AGREED AND DECLARED as follows:

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In this Deed, unless the context otherwise requires:

“**Commencement Date**” means the date first written above;

“**Deed**” means this deed, the Background and the Schedule annexed hereto;

“**Grantee**” also includes the registered proprietors of the Grantee’s Land and the licensees, lessees, employees, agents, contractors, successors and assigns of the Grantee;

“**Grantor**” also includes the other registered proprietors from time to time of the Grantor’s Land;

“**Grantee’s Land**” means the land described in paragraph 3 of the First Schedule;

“**Grantor’s Land**” means the land described in paragraph 1 of the First Schedule and includes any part thereof;

[The following definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]

["**Crown Forestry Licence**"] means a Crown Forestry Licence granted under section 14 of the Crown Forest Assets Act 1989;

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Grantee's Land and includes the employees, agents, contractors and successors and assigns of the Crown Forestry Licensee;].

1.2 Construction

In the construction of this Deed unless the context otherwise requires:

- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Deed;
- 1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Deed;
- 1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

- 2.1 Pursuant to section [***enter appropriate section and title of settlement legislation***] the Grantor hereby grants to the Grantee a right of way over that part of the Grantor's Land shown marked A and B on SO 500497 together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Deed to the intent that the easement shall be forever appurtenant to the Grantee's Land as set out in the First Schedule.
- 2.2 The covenants implied by section 297(1) of the Property Law Act 2007 do not apply to this Deed.
- 2.3 In consideration of the Grantor agreeing to enter into this Deed the Grantee shall duly observe the obligations imposed on it under this Deed.

3 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under clause 2 of this Deed are granted subject to the following conditions and obligations:

- 3.1 The Grantee shall when passing or repassing over the Grantor's Land:

- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
 - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor provided that the Grantee shall be permitted, without limitation to use any class of vehicle which is ordinarily used in a production forest (including, but not limited to, haulers and heavy logging trucks);
 - 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
 - 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
 - 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any vegetation on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):
 - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational

signs shall not purport to close the road or restrict public access to the Grantor's Land, are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.

- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Deed that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
 - 3.7.2 alter the location of the road; or
 - 3.7.3 alter the way in which the run-off from the road is disposed of; or
 - 3.7.4 change the nature of the road surface; or
 - 3.7.5 park or store equipment or material on the Grantor's Land,
- without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any vegetation on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor.
- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
- 3.11 The Grantee shall comply at all times with all statutes and regulations, in exercising or complying with obligations under this Deed.

- 3.12 Without limiting clause 3.11, the Grantee shall comply with the Conservation Act 1987 and the Acts in its First Schedule where relevant, and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed. Provided that pursuant to section [**enter appropriate section and title of settlement legislation**], this easement will be enforceable in accordance with its terms, notwithstanding Part 3B of the Conservation Act 1987.
- 3.13 Clauses 3.14 to 3.17 do not limit clause 3.11 and apply to the exercise of rights and compliance with obligations under this Deed.
- 3.14 In accordance with section 34 of the Health and Safety at Work Act 2015, the Grantee shall, so far as is reasonably practicable, consult, cooperate with, and coordinate activities with:
- 3.14.1 the Grantor; and
- 3.14.2 other persons conducting a business or undertaking (as defined in section 17 of the Health and Safety at Work Act 2015) who are accessing any part of the Grantor's Land
- in order to ensure that at all times, each of the parties referred to is complying with its duties under the Health and Safety at Work Act 2015 and promulgated regulations.
- 3.15 The Grantee shall comply with its duties in respect of the Health and Safety at Work Act 2015 and regulations and shall ensure, so far as is reasonably practicable, its own health and safety and that of its workers and any person who enters on any part of the Grantor's Land at the request of the Grantee.
- 3.16 The Grantee shall, so far as is reasonably practicable, ensure the safety of other persons is not put at risk from work carried out by the Grantee on the Grantor's Land.
- 3.17 The Grantee shall comply with any reasonable instructions from the Grantor regarding the elimination or isolation of hazards and risks and/or the health and safety of persons on the Grantor's Land.

GRANTOR'S RIGHTS

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

5 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Deed.

6 LICENCE

[This clause will be omitted if there is no Crown Forestry Licence at the time this easement is granted]

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantee's Land, under which the Crown Forestry Licensee has rights in respect of the Grantor's Land, and this Deed is entered into subject to, and the rights under it must not be exercised in a manner inconsistent with those rights of the Crown Forestry Licensee.

7 REGISTRATION

The parties shall take and do all such acts and things necessary to ensure that this Deed (or an Easement Instrument Grant of Right of Way on substantially the same terms) is registered as soon as the Registrar-General of Land confirms that this Deed, or such an easement instrument, can be registered against the Grantor's Land.

8 DELEGATION

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

9 NOTICES

9.1 Any notice to be given by one party under this Deed to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party:

9.1.1 the Grantor's address as set out in paragraph 2 of the First Schedule;

9.1.2 the Grantee's address as set out in paragraph 4 of the First Schedule.

9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

10 SEVERABILITY

If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Deed which shall remain in full force.

11 DISPUTES RESOLUTION

Should any dispute arise between the parties touching any matter relating to this Deed then:

- 11.1 any dispute will be defined by written notice by the party raising it to the other and will forthwith be discussed (on a “without prejudice” basis) by the parties in an attempt to resolve their differences amicably, including, with the agreement of both parties, the discussion extending to a mediation discussion in the presence of an experienced mediator (who will be agreed between the parties or, failing agreement, a mediator appointed by the President for the time being of the New Zealand Law Society);
- 11.2 if such discussion or mediation between the parties fails to produce any agreement, within 14 days of receipt by the other party of the written notice, the matter in dispute will be referred to arbitration in accordance with the Arbitration Act 1996;
- 11.3 the arbitration will be commenced by either party giving to the other notice in writing stating the subject matter and details of the difference and that party’s desire to have the matter referred to arbitration;
- 11.4 the arbitration will be by one arbitrator to be agreed by the parties and, failing agreement, as appointed by the then President of the New Zealand Law Society or its successor. The award in the arbitration will be final and binding on the parties.

IN WITNESS WHEREOF this Deed has been duly executed on the date first written above.

[*Signed* for and on behalf of **HIS MAJESTY THE KING** [in right of New Zealand] acting by and through the Minister of Conservation as Grantor by

[[**Operations Manager, Whitianga**] acting for the Minister of Conservation under delegated authority pursuant to sections 57 and 58 of the Conservation Act 1987 and schedule 6, clause 2 of the Public Service Act 2020]

In the presence of:

Name:

Occupation:

Address:]

[*Signed* for and on behalf of **HIS MAJESTY THE KING** [in right of New Zealand] acting by and through the Minister for State Owned Enterprises and the Minister of Finance pursuant to sections 8 and 8A of the Crown Forest Assets Act 1989] as Grantee by:

[name of signatory]

[name of signatory]

in the presence of:

Name:

Occupation:

Address:

FIRST SCHEDULE

1. **GRANTOR'S LAND:**

Section 1 SO 500497

2. **GRANTOR'S ADDRESS:**

[Department of Conservation]

[insert address details]

3. **GRANTEE'S LAND:**

Part Lot 1 DPS 57172

4. **GRANTEE'S ADDRESS:**

[insert address details]

SCHEDULE 5

6A RUAMĀHUA

CULTURAL PROPERTY

- 6A.1 The Crown acknowledges Ruamāhua is of extremely high spiritual, ancestral, cultural, customary and historical importance to Ngāti Maru, Ngāti Tamaterā, Ngaati Whanaunga, Ngāti Paoa, Hako and Ngāti Hei.
- 6A.2 Ngāti Hei describes its traditional association with Ruamāhua in part 3A of the documents schedule.
- 6A.3 The mandated negotiators under each deed that settles historical claims of each of the Ruamāhua Iwi collectively negotiated the redress in this part on behalf of the descendants of Marutūāhu, Hako and Hei.
- 6A.4 The acknowledgement at clause 6A.1 and the statement referred to in clause 6A.2 does not give rise to any additional rights for the Ruamāhua Iwi nor any additional responsibilities or obligations on the Crown.

VESTING

- 6A.5 The settlement legislation will, on the terms provided by sections 74 to 88 of the draft settlement bill, provide that –
- 6A.5.1 the fee simple estate in Ruamāhua vests in the descendants of Marutūāhu, Hako, and Hei on the settlement date –
- 6A.5.2 despite the vesting:
- (a) the Reserves Act 1977 will continue to apply to all or any part of Ruamāhua that remains a reserve as if that land were vested in the Crown and the Crown will –
 - (i) continue to administer, control and manage that land; and
 - (ii) retain all income and all liability for that land; and
 - (b) Ruamāhua continues to be –
 - (i) a nature reserve under the Reserves Act 1977; and
 - (ii) a wildlife sanctuary under the Wildlife Act 1953; and
 - (iii) land to which Schedule 4 of the Crown Minerals Act 1991 applies; and

- (iv) part of the Hauraki Gulf Marine Park; and
 - (c) Ruamāhua will be treated as if the land is, for the purposes of the Fire and Emergency Act 2017, public conservation land within the meaning of section 144 of that Act; and
 - (d) any improvements in or on all or any part of Ruamāhua that remains a reserve remain the property of the Crown; and
- 6A.5.3 despite the vesting and the registration of the descendants as the registered owners of Ruamāhua, the Crown will retain all rights and obligations in relation to all or any part of Ruamāhua that remains a reserve and must exercise those rights and obligations in the name of the Crown; and
- 6A.5.4 the fee simple estate in all or any part of Ruamāhua that remains a reserve must not be transferred; and
- 6A.5.5 on vesting, Ruamāhua will:
- (a) have the status of Māori freehold land; and
 - (b) be treated as if it were specified freehold land for the purposes of the Marine and Coastal Area (Takutai Moana) Act 2011; and
- 6A.5.6 the provisions of Te Ture Whenua Māori Act 1993 will apply to all or any part of Ruamāhua that remains a reserve but only in relation to –
- (a) the review referred to in clause 6A.7; or
 - (b) any proposal to:
 - (i) change the reserve classification or purpose of that land; or
 - (ii) revoke the reservation of all or any part of that land as described in clause 6A.15; and
- 6A.5.7 the Crown must notify the Māori Land Court of:
- (a) the status of Ruamāhua as Māori freehold land; and
 - (b) if the reservation of all or any part of Ruamāhua is revoked; and
- 6A.5.8 Ruamāhua is to be –
- (a) as described in schedule 1 of the draft settlement bill; and
 - (b) vested on the terms provided by –
 - (i) sections 74 to 88 of the draft settlement bill; and

(ii) part 2 of the property redress schedule; and

(c) subject to any encumbrances, or other documentation, in relation to that property in particular, referred to by schedule 1 of the draft settlement bill.

6A.6 The following provisions are to be read to include Ruamāhua:

6A.6.1 clauses 5.14 to 5.18, as if it were a cultural redress property:

6A.6.2 parts 1, 2 and 7 of the property redress schedule, as if it were a redress property.

REVIEW OF GREY-FACED PETREL (NORTHERN MUTTONBIRD) NOTICE 1979

6A.7 In accordance with the Minister's discretion under section 6 of the Wildlife Act 1953, the Minister of Conservation will review the conditions that apply to Ruamāhua set out in the Notice in relation to the following matters:

6A.7.1 the times of day or the periods of the year during which titi may be hunted or killed or had in possession for the purposes of aligning those times or periods with the current titi season:

6A.7.2 that part of the membership of the Committee (that term having the meaning given to it in the Notice) that is currently described as the "Trustees for the Aldermen Islands" (being the non-Crown membership of the Committee).

6A.8 The Minister will commence the review described in clause 6A.7 within 3 years of the settlement date unless the Ruamāhua Iwi and the Crown both agree that deadline should be extended.

6A.9 Subject to clause 6A.13, the Minister of Conservation will consult with each of the Ruamāhua Iwi entities on the review described in clause 6A.7.

6A.10 Despite the review referred to in clauses 6A.7 and 6A.8, the Minister of Conservation is not obliged to amend the Notice.

6A.11 The settlement legislation will provide, on the terms provided by section 76 of the draft settlement bill, that Te Ture Whenua Māori Act 1993 applies in relation the review of the Notice referred to in clauses 6A.7 and 6A.8.

REPRESENTATION

6A.12 The Crown acknowledges that the Ruamāhua Iwi entities may choose to establish a collective entity to represent their collective interests in Ruamāhua, with representatives appointed by each of the Ruamāhua Iwi entities.

6A.13 If the Ruamāhua Iwi entities collectively establish such an entity, and advise the Crown that entity represents their collective views on matters relating to Ruamāhua, the Crown, where required to consult with Ruamāhua Iwi, is entitled to rely on the views of that entity as representing the collective views of the Ruamāhua Iwi in relation to Ruamāhua, including for the purposes of clauses 6A.7 and 6A.8 as part of any review of the Notice.

6A.14 To avoid doubt, clause 6A.13 is intended to provide an opportunity to the Ruamāhua Iwi entities to give their views about matters relating to Ruamāhua and does not affect the rights of the descendants of Marutūāhu, Hako, and Hei in Ruamāhua.

RESERVE CLASSIFICATION

6A.15 The settlement legislation will, on the terms provided by sections 76 and 77 of the draft settlement bill, provide that the Crown will not –

6A.15.1 change the classification or purpose of all or any part of the reserve referred to in clause 6A.5.2(b)(i) without first obtaining the consent of the descendants of Marutūāhu, Hako or Hei or their representatives; and

6A.15.2 revoke the reservation of all or any part of Ruamāhua unless the Māori Land Court –

- (a) initiates a meeting of the descendants of Marutūāhu, Hako and Hei in relation to the proposed revocation of the reservation of all or any part of Ruamāhua; and
- (b) makes an order that constitutes a trust, sets out the terms of the trust, and appoints the trustees of that trust in accordance with the decisions of descendants.

NAME CHANGES FOR RUAMĀHUA

6A.16 The settlement legislation will, on the settlement date, on the terms provided by section 88 of the draft settlement bill, change the name of the Alderman Islands (Ruamaahu) Nature Reserve to Ruamāhua Nature Reserve.

6A.17 The Crown will, on or as soon as practicable after the settlement date, change the name of the Alderman Islands (Ruamaahu) Wildlife Sanctuary to Ruamāhua Wildlife Sanctuary.

RELATIONSHIP AGREEMENT AND PARE HAURAKI COLLECTIVE CONSERVATION MANAGEMENT FRAMEWORK

6A.18 Ruamāhua lies in an area covered by the Hauraki Conservation Framework (referred to in clauses 8.2.3 and 8.2.4) which will establish a framework for the co-governance, and related co-management, of natural resources and historical and cultural heritage in the area. The governance entity will have input, as a member of the Pare Hauraki Collective, into the various instruments forming this framework, including the Conservation Management Plan and the Conservation Management Strategy, as detailed in part 9 of the Pare Hauraki Collective Redress Deed.

6A.19 To avoid doubt, when exercising functions under the Conservation Act 1987 and the enactments listed in Schedule 1 of that Act (including the Wildlife Act 1953) in relation to Ruamāhua, the relevant person or entity must give effect to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi as required by section 4 of the Conservation Act 1987.

6A.20 The Crown and the governance entity will also have a further opportunity to discuss matters relating to Ruamāhua during discussions on the conservation relationship agreement referred to in clause 5.35.

6A.21 For the purposes of this part –

Notice means the Grey-Faced Petrel (Northern Muttonbird) Notice 1979; and

Ruamāhua means all that group of islands and reefs known as the Aldermen Islands, being 133.5463 hectares, more or less, as shown on SO 34773; and

Ruamāhua Iwi means each of the iwi referred to in clause 6A.1; and

Ruamāhua Iwi entities means the governance entity and each of the following post settlement governance entities:

- (a) trustees of the Ngāti Tamaterā Treaty Settlement Trust:
- (b) trustees of the Hako Tūpuna Trust:
- (c) trustees of the Ngaati Whanaunga Ruunanga Trust:
- (d) trustees of the Ngāti Maru Rūnanga Trust:
- (e) trustees of the Ngāti Paoa Iwi Trust.

SCHEDULE 6

AHUAHU / GREAT MERCURY ISLAND PROPERTY (OTS-100-39)

DEED TO AMEND NGĀTI HEI DEED OF SETTLEMENT

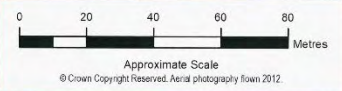


Vest Fee Simple



Huruhi Harbour

Mean high water springs



0.8 hectares, approximately, being Part Lot 1 DP 141149 and Part Lot 5 DP 515823. Subject to survey.

OTS-100-39

South Auckland Land District
 Territorial Authority: Thames-Coromandel District
 Compiled as a graphic representation.
 Boundaries are indicative only.

Ahuahu / Great Mercury Island property

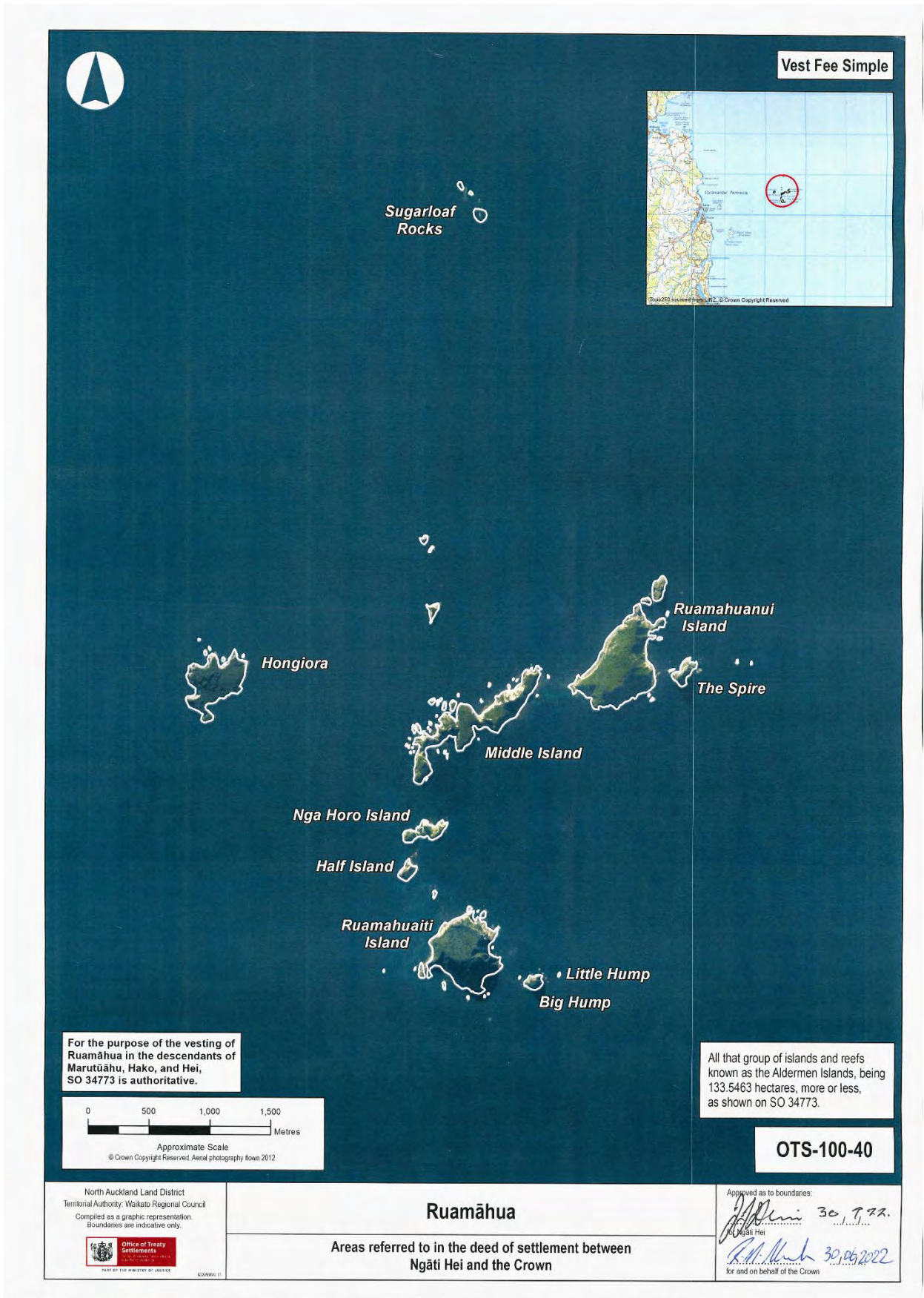
Areas referred to in the deed of settlement between Ngāti Hei and the Crown

Approved to boundaries:
 [Signature] 30.9.22
 for Ngāti Hei
 [Signature] 30.10.2022
 for and on behalf of the Crown

SCHEDULE 7

RUAMĀHUA (OTS-100-40)

DEED TO AMEND NGĀTI HEI DEED OF SETTLEMENT



SCHEDULE 8

3A STATEMENT OF ASSOCIATION FOR RUAMĀHUA

Te Ruamaahua – The Alderman Islands

- 1 The Aldermen Islands are known among Hauraki Māori as Te Ruamaahua. Located 15 kilometres east of Tairua, the nine islands of varying size bear many remnants of Māori occupation over many centuries.



Figure 1. Te Ruamaahua – The Alderman Islands from the north-east (Source Landcare NZ).

Ruamaahua traditions

- 2 The late Taimoana Turoa, translated Ruamaahua as “thrust up from the depths” referring to the volcanic origin of this group of rocky outcrops and islands. According to Ngāti Hei tradition, the name Ruamaahua recalls an epic ill-fated southern voyage of the ancient Waitaha O Hei ancestor, Tama-Rere-Tii and his crew. The double hulled waka built for the voyage was named Te-Rua-o-Māhu, or Te Rua O Māhuhu-ki-Te-Rangi, a Ngāti Hei celestial reference to the pointer stars of the Southern Cross, and sometimes to The Milky Way.
- 3 The Waitaha explorers set out to find the source of the southern lights of Te-Whare-tiaho a-Maui (Aurora Australis). In their consultation with the Atua prior to the voyage they were instructed to stay “kei raro te ria a Marere-O-Tonga” beneath the protection of the guiding southern star known as Marere-O-Tonga; coming home they would be guided by schools of parāoa (sperm whales) and upokohue (blackfish) on their annual return to the warmer waters known today as Whangaparāoa. This they did, but while returning their Rangatira (chief) died by choking on a small fish. According to lore his body was preserved to be returned to his people near Tairua, Whakahau (Slipper Island) and Hahei. Hence the pa called Paku Mountain at Tairua is properly named “Paku ika i raao ai a Tama-Rere-Tii” (the small fish that choked Tama Rere Tii).
- 4 Crossing from Tuhua Island (Mayor Island) on the final leg of the home journey to Whakahau (Slipper Island), the waka and its exhausted crew succumbed to huge seas, it was destroyed, and many died, but one or two survivors described the voyage and the wonders they had seen at the Antarctic. The two massive hulls were said to have separated and damaged

beyond repair. One was found at Whakahau, and the other at Māhuhu-ki-Te-Rangi (Māhurangi Island near Whitianga). Hence, Paku, the Ruamaahua Islands, and Mahurangi Is are all intricately linked with this Antarctic journey.

- 5 The Ruamāhua Islands are the personification of the waka Te Rua-o-Māhu and the memory of its ill-fated commander and crew. The Middle Chain Islands being the waka and crew, Ruamāhua Nui the stern, and Ruamāhua Iti its bow. In tangi at Wharekaho the wairua of the tūpapaku (the deceased) is sometimes said to have returned to the heavens on the celestial waka of Te Rua-O-Māhu -Ki-Te-Rangi ki te Whare-Tiaho-A-Maui, e tu ana tera taha, “Go-alight the waka of Te Rua-A-Māhu, to Maui’ house of light, it is on that side that you will now stand”.



Figure 2. Te Ruamaahua from Hahei. The white frame locates Figure 1 above, its left side bisecting the Pā Hereheretaura and right side the Pā Te Pare. Ruamaahua-nui Island (to viewers left) is the Kei or stern, and the bow or Tūrere is Ruamaahua-iti Island. Middle chain as they are known today personifies the hull or Tākerenui and its ill-fated crew.

Gift of the Ruamāhua Islands

- 6 In 1959, a Trust was established under section 438 of the Māori Affairs Act 1953 for the benefit of the descendants of Ngāti Hako, Ngāti Hei and Marutūāhu. Most of those original Trustees have now passed. The trust has not functioned to its full capacity for many years. 15 years ago, members of Hei, Hako and Marutūāhu established the Ruamāhua Working Group. Since then, the Working Group has participated in various research projects in partnership with the Department of Conservation and Landcare Research, such as the Mauriora ki Nga Oi, and other ornithological research projects.
- 7 In 1963, the Crown accorded the islands the status of wildlife sanctuary with the primary objective at the time of purchasing the islands. In 1968, the Crown made an offer to the Trust to purchase the islands. Although this offer was rejected, the representatives of the owners agreed to gift the islands to the Crown under certain conditions, which they suggested be:
 - That the Islands be set aside as a specifically named reserve and any change of designation or use be referred to owners for their consent.
 - That should the Islands be no longer required as a reserve, they would automatically revert to previous **ownership**.

- That the owners be permitted to land on the islands to take “mutton bird” and sea-foods under permit by the Trustees.

8 Subsequently, conditions were agreed based on the above suggestions and the gifting was formalised in 1969 (by section 6 of the Reserves and Other Lands Disposal Act 1970). The islands are classed as a “nature reserve” and managed by the Department of Conservation. They are home to many indigenous plants and animals of important cultural, environmental, and economic importance to Hauraki Māori, including oi (grey-faced petrel), and today there are approximately 30,000 - 40,000 pairs of oi breeding on the islands annually. The area around the islands is rich in kaimoana so is frequently visited by the public for recreational diving and fishing. However, it remains an important fishery for Mana Whenua.



Ngā Motu Ruamaahua showing *potential* Ahu Moana management. Oriented south-north, blue arrow shows the viewpoint from Hahei in the photographs above (Image source. ESRI Ltd.)

SCHEDULE 9

DRAFT SETTLEMENT BILL