

**NGĀTI KOROKI KAHUKURA**

**and**

**TAUMATAWIWI TRUST**

**and**

**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:  
DOCUMENTS**

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**1. STATEMENTS OF ASSOCIATION**

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1: STATEMENTS OF ASSOCIATION

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

**Little Waipā Recreation Reserve** (as shown on deed plan OTS-180-014)

Waipa Iti continues to be of significant ancestral value to Ngāti Koroki Kahukura, and nearby Ngāti Koroki Kahukura pā drew upon it. Waretini and Taehuri (Ngāti Koroki Kahukura) lived at Waipa Iti but moved when the lake waters covered their lands. There were fruit plantations on this land and fruit was harvested by our tūpuna. The Mangakarā Creek at Waipa Iti was the place where Wīwī and Raupō were plentiful and they were used to line our whare (houses). Ropes and whips which were made from flax were exported for sale.

In more recent years, a young person drowned in the river upstream from Waipa Iti. It was Ngāti Koroki Kahukura tupuna Tioriori who waited at Waipa Iti in vigil to perform the karakia. The tūpuna provided awahi (support) to the bereaved whānau until the tūpāpaku emerged and could be returned to their marae for burial.

Ngāti Koroki Kahukura have also supported the re-interment of wheua/kōiwi (bones) that have been found in the area within the Pōhara urupā.

**Whitehall Estate site** (as shown on deed plan OTS-180-015)

Ngāti Koroki Kahukura know the Whitehall area as Te Miro and this area continues to hold significant ancestral value to Ngāti Koroki Kahukura.

Te Miro was a traditional bush settlement kāinga. Our tūpuna harvested native flora and fauna from the bush and waterways in this area for nourishment, building materials and medicinal purposes. Kawakawa leaves were used to treat respiratory illnesses. The bush provided sustenance by way of berries and manu (birds). Mātauranga Maori methods of seasonal hunting to protect resources were exercised in this area. As kaitiaki, Ngāti Koroki Kahukura understood the habits of the kererū: which food made them fat, which seasons it was best to harvest them or best to leave them. When berries were plentiful it was considered to be an indication that there were few manu around and, as such, many of the manu may not have been worth eating. However, if there were hardly any berries on the trees, that was a tohu (sign) that many manu were present which had eaten the berries. The plentiful manu would be plump and slow making them easier to catch. The rituals of harvest and preparation for cooking and storing kai were part of the traditional knowledge handed down from their tūpuna. The waterways in the Whitehall Fisheries site were also an important source of food. This included watercress, tuna (eels) and koura (little crayfish). One way to catch koura was to stand in the water, lift up the stones and catch them by the tails. Koura were very quick so catching them was quite a skill. Tuna were caught by the fisherman putting his arm down an eel-hole to feel if one was present. Then using a hook, the eel would be snatched and thrown to another person on the riverbank. Another method involved setting hīnaki (eel traps) at night, baited with huhu grubs from the bush. Huhu were threaded onto fine strands of harakeke which were tied into a ball and secured to the end of a long thin pole. This pole was dangled into the water and the huhu scent attracted the tuna. When the tuna bit the ball of harakeke and huhu its teeth caught in the harakeke and the fisherman would pull the line and tuna from the water before it could release its bite. This area was particularly important during harsh times because of its rich food resources.



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1: STATEMENTS OF ASSOCIATION

**Pōkaiwhenua Stream marginal strip site** (as shown on deed plan OTS-180-017)

Pōkaiwhenua stream is a tributary of the Waikato River, the awa tupuna of Ngāti Koroki Kahukura. As an iwi who resides by its banks, Ngāti Koroki Kahukura have, over generations, developed tikanga, mātauranga, and a profound respect for our awa tupuna and all life within it. Pōkaiwhenua was both a seasonal settlement and also a resting place for our people when travelling between settlements. Pōkaiwhenua continues to hold significant ancestral value to Ngāti Koroki Kahukura.

When Pōkaiwhenua was used as a settlement area for Ngāti Koroki Kahukura, they cultivated many māra kai (food gardens). Amongst other produce, various types of rīwai Māori (Māori potatoes) were grown. Some of the types that were grown were Muimui (which had streaks of purple through it), hua karoro (which was yellow in colour) and the kōtero (which was green in colour). Ngāti Koroki Kahukura kaumātua believe these types of rīwai Māori do not exist anymore.

Ngāti Koroki Kahukura tūpuna would place kānga (corn) in the Pōkaiwhenua stream. Kānga wai was placed in the water for approximately three months and, in this time, the corn would ferment. It would then be ready for cooking to a porridge consistency, creating a delicacy enjoyed to this day by many Ngāti Koroki Kahukura. The kōtero (Rīwai Māori) were prepared the same way as kānga and was also considered a delicacy. Many Ngāti Koroki Kahukura ancestors such as Tioriori Te Hura, Piripi Whanatangi, Nepia Marino, Ihaia Tioriori, Karauria Ngamu, Raniera Te Wera, Aperehama Te Rangipouri and Pita (Marino), Rihia Te Kauae and Parakaia Te Pouepa lived at this site and cultivated the land.

**Waikato River and its tributaries within the area of interest** (as shown on deed plan OTS-180-027)

The Waikato River is the awa tupuna (ancestral river) and a living taonga of Ngāti Koroki Kahukura with its own mauri and spiritual integrity. The awa is part of us. Ngāti Koroki Kahukura regards the Waikato River as the life blood of our people. We regard the awa and its tributaries with reverence, significance and love. The awa continues to provide spiritual and physical sustenance to Ngāti Koroki Kahukura and is inextricably linked to our identity. Our maunga and our awa are inseparable, hence our saying:

Ko Maungatautari te maunga  
ko Waikato te awa

*Our mountain is Maungatautari  
Our ancestral river is Waikato.*

The awa tupuna had traditional healing powers. Spiritually, the Waikato River is constant, enduring and perpetual. It brings us peace in times of stress, relieves us from illness and pain, cleanses and purifies our bodies and souls from the many problems that surround us, and it is the home of the many Taniwha that reside here, hence the saying:

Ko Pōtatau te Tangata  
Ko Taupiri te Maunga  
Ko Waikato te Awa  
He Piko He Taniwha  
He Piko He Taniwha.



1: STATEMENTS OF ASSOCIATION

Over generations, Ngāti Koroki Kahukura developed tikanga which reflect a profound respect for the Waikato River and the life within it. Tikanga related to the blessing of children, to cleansing, and to healing.

In addition to its spiritual dimension, physically the Waikato River in times past, present and future, has, and will provide for our people the means to sustain ourselves. Its waters enabled the land to remain fertile thereby allowing the gardens of Ngāti Koroki Kahukura to flourish. The awa tupuna yielded aquatic foods such as fish and tuna and the Arapuni region was known as 'te rohe o te tuna - the region of the plentiful eels'. The lyrics of the well-known waiata for the river 'Waikato Te Awa', originally composed by Rangi Harrison who worked on the Waikato river dam system, include:

'Titiro whakakatau au, ko Maungatautari, Ko Ngāti Koroki,  
Ko Arapuni rā, te rohe o te tuna e...'

*From Karapiro I look south and to my right, and there is Maungatautari  
and Ngāti Koroki through to Arapuni, the domain of the eel.*

According to oral histories when spearing eels, little ones were thrown back. Food was not eaten right by the river, but taken home to eat. Elderly tribal members recall being taught not to be greedy, to take only enough food for a meal, and not to mistreat the river. Rāhui, or prohibitions on fishing or other activities, were imposed in defined areas to prevent fishing for a time to allow for food species to rejuvenate.

In addition to eels, food species that were once abundant include whitebait, inanga, catfish, trout, river cod, freshwater crayfish, mullet, fresh water pipi and mussels, water fowls of all kinds and watercress. Ngāti Koroki Kahukura also accessed the waterways to prepare the traditional fermented delicacy, kānga wai.

The Waikato River was the principal highway of trade for Ngāti Koroki Kahukura. Ngāti Koroki Kahukura were waka builders. From the nineteenth century that trade included sending wheat, flax and potatoes via waka north and overseas for trading. In addition to its role as part of the waka culture and transportation network, the river provided many resources including flax for weaving. Its flood plains and river valleys provided large areas of arable soils.

We are a river iwi. Our relationship with our awa tupuna (ancestral river) has developed over centuries. Ngāti Koroki Kahukura continues to exercise the customary rights and responsibilities of kaitiakitanga over the Waikato River from Karapiro through to Arapuni. As a kaitiaki of our ancestral river, Ngāti Koroki Kahukura continue to be responsible for protecting the health and well-being of the river for future generations.

This statement of association also applies to all lakes and tributaries of the awa tupuna.

NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
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1: STATEMENTS OF ASSOCIATION

**Lake Arapuni** (as shown on deed plan OTS-180-028)

The Waikato River, of which Lake Arapuni forms part, is the awa tupuna (ancestral river) and a living taonga of Ngāti Koroki Kahukura with its own mauri and spiritual integrity. The awa is part of us. Ngāti Koroki Kahukura regards the Waikato River as the life blood of our people. We regard the awa and its tributaries with reverence, significance and love. The awa continues to provide spiritual and physical sustenance to Ngāti Koroki Kahukura and is inextricably linked to our identity. Our maunga and our awa are inseparable, hence our saying:

Ko Maungatautari te maunga ko Waikato te awa

*Our mountain is Maungatautari  
Our ancestral river is Waikato.*

The awa tupuna had traditional healing powers. Spiritually, the Waikato River is constant, enduring and perpetual. It brings us peace in times of stress, relieves us from illness and pain, cleanses and purifies our bodies and souls from the many problems that surround us, and it is the home of the many Taniwha that reside here, hence the saying:

Ko Pōtatau te Tangata  
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Over generations, Ngāti Koroki Kahukura developed tikanga which reflect a profound respect for the Waikato River and the life within it. Tikanga related to the blessing of children, to cleansing, and to healing.

In addition to its spiritual dimension, physically the Waikato River in times past, present and future, has, and will provide for our people the means to sustain ourselves. Its waters enabled the land to remain fertile thereby allowing the gardens of Ngāti Koroki Kahukura to flourish. The awa tupuna yielded aquatic foods such as fish and tuna and the Arapuni region was known as 'te rohe o te tuna - the region of the plentiful eels'. The lyrics of the well-known waiata for the river 'Waikato Te Awa', originally composed by Rangī Harrison who worked on the Waikato river dam system, include:

'Titiro whakakatau au, ko Maungatautari, Ko Ngāti Koroki,  
Ko Arapuni ra, te rohe o te tuna e...'

*From Karapiro I look south and to my right, and there is Maungatautari  
and Ngāti Koroki through to Arapuni, the domain of the eel.*

According to oral histories when spearing eels, little ones were thrown back. Food was not eaten right by the river, but taken home to eat. Elderly tribal members recall being taught not to be greedy, to take only enough food for a meal, and not to mistreat the river. Rāhui, or prohibitions on fishing or other activities, were imposed in defined areas to prevent fishing for a time to allow for food species to rejuvenate.

In addition to eels, food species that were once abundant include whitebait, inanga, catfish, trout, river cod, freshwater crayfish, mullet, fresh water pipi and mussels, water fowls of all kinds and watercress. Ngāti Koroki Kahukura also accessed the waterways to prepare the traditional fermented delicacy, kānga wai.



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1: STATEMENTS OF ASSOCIATION

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We are a river iwi. Our relationship with our awa tupuna (ancestral river) has developed over centuries. Ngāti Koroki Kahukura continues to exercise the customary rights and responsibilities of kaitiakitanga over the Waikato River from Karapiro through to Arapuni. As a kaitiaki of our ancestral river, Ngāti Koroki Kahukura continue to be responsible for protecting the health and well-being of the river for future generations.

In addition to this statement regarding the Waikato River, Ngāti Koroki Kahukura states our specific association to Lake Arapuni.

Since the early 1800's, Ngāti Koroki Kahukura have farmed lands on both sides of our awa tupuna in the Arapuni area. What is now Lake Arapuni continues to hold significant historic, cultural and ancestral value for Ngāti Koroki Kahukura. Ngāti Koroki Kahukura continues to exercise kaitiakitanga in the Arapuni area through conducting karakia and pōwhiri and other customary activities.

Arapuni was the name of the rapids along the Waikato River which were submerged when the lake was formed. Ngāti Koroki Kahukura whānau worked on the dam construction project that led to the formation of the lake.

Ngāti Koroki Kahukura's presence in the area is recognised within the well-known Waikato waiata for the river 'Waikato Te Awa', originally composed by Rangī Harrison who worked on the Waikato river dam system, which says:

*'Ko Maungatautari, ko Ngāti Koroki Kahukura, ko Arapuni rā, te rohe o te tuna e'*

Lake Arapuni covers a number of sites of significance to Ngāti Koroki Kahukura including travel routes important to the iwi. Many Ngāti Koroki Kahukura tūpuna lived on their lands along the eastern banks of our awa tupuna and crossed the river to travel.

Our burial caves lined both banks of the awa (once very steep) that is now Lake Arapuni, including a significant burial cave not far from Darby Rd. Mere Kara tells of the times of her childhood swimming at Arapuni. Because the banks of the river were so steep in other areas, they would travel to swim at Arapuni as it was more accessible and safer to swim there.

In more recent years, if there was mishap through drowning, Ngāti Koroki Kahukura waited in vigil to karakia and support and awahi the bereaved whānau until the tūpāpaku emerged. Ngāti Koroki Kahukura has also supported the reburial of wheua or kōiwi (bones) discovered in and around the Lake and re-interred these with due respect within urupā.





NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
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1: STATEMENTS OF ASSOCIATION

**Lake Karapiro** (as shown on deed plan OTS-180-029)

The Waikato River, of which Lake Karapiro forms part, is the awa tupuna (ancestral river) and a living taonga of Ngāti Koroki Kahukura with its own mauri and spiritual integrity. The awa is part of us. Ngāti Koroki Kahukura regards the Waikato River as the life blood of our people. We regard the awa and its tributaries with reverence, significance and love. The awa continues to provide spiritual and physical sustenance to Ngāti Koroki Kahukura and is inextricably linked to our identity. Our maunga and our awa are inseparable, hence our saying:

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In addition to this statement regarding the Waikato River, Ngāti Koroki Kahukura states our specific association to Lake Karapiro.

The Karapiro area is of immeasurable spiritual, cultural and ancestral significance to Ngāti Koroki Kahukura. It is a wāhi tino tapu.

Ngāti Koroki Kahukura have sustained our presence upon the lands in and around what is now Lake Karapiro for many generations, maintaining our presence to this day.

*Taumatawiwi*

In the 1800s, during times of inter-tribal conflict, other iwi and hapū occupied the Maungatautari and Karapiro area with Ngāti Koroki Kahukura's permission, but friction resulted, and a pivotal battle was fought by Ngāti Koroki Kahukura and others at Taumatawiwi in 1830. To prevent interference, slain bodies of fallen Ngāti Koroki Kahukura warriors (as well as warriors from other iwi who supported them in the battle), were burnt at the base of prominent rocks situated in the valley where the Hauoira Stream joined the Waikato River. Because of the foul odours emanating from the cremations, the place was called Karapiro (karā being a type of rock and piro meaning foul). These rocks are now submerged in the lake and, in the 1980s, monuments were established to commemorate the importance of the site.

The battle of Taumatawiwi is central to the identity and the on-going customary rights and responsibilities of Ngāti Koroki Kahukura in the area.

Ngāti Koroki Kahukura people lived in the Horahora village which was also flooded (along with the Horahora Dam) when the new dam was constructed at Karapiro between 1940 and 1947. This was the location of many traditional landmarks and food sources important to traditional customary practices.

Ngāti Koroki Kahukura has a deep and important on-going association with the Karapiro area on the basis that the bones of our ancestors as well as our former homes and burial grounds lie beneath the waters of the hydro lake.

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**2. DEEDS OF RECOGNITION**

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Clause 5.9

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

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NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
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2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND  
THE DIRECTOR-GENERAL OF CONSERVATION

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

**1 INTRODUCTION**

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with:
- 1.1.1 Ngāti Koroki Kahukura (the **settling group**); and
  - 1.1.2 Taumatawiwi Trust (the **governance entity**).
- 1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):
- 1.2.1 Pōkaiwhenua Stream marginal strip site (as shown on deed plan OTS-180-17); and
  - 1.2.2 Waikato River and its tributaries within the area of interest (as shown on deed plan OTS-180-27).
- 1.3 Those statements of association are:
- 1.3.1 in the documents schedule to the deed of settlement; and
  - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the [**name**] Act [**year**], being the settlement legislation that gives effect to the deed of settlement.

**2 CONSULTATION**

- 2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the **identified activities**):
- 2.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977;
  - 2.2.2 preparing a national park management plan under the National Parks Act 1980;
  - 2.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:
    - (a) to identify and protect wildlife or indigenous plants;
    - (b) to eradicate pests, weeds, or introduced species;

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**2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND  
THE DIRECTOR-GENERAL OF CONSERVATION**

- (c) to assess current and future visitor activities;
  - (d) to identify the appropriate number and type of concessions.
- 2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river:
- 2.2.5 locating or constructing structures, signs, or tracks.
- 2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

**3 LIMITS**

3.1 This deed:

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

**4 TERMINATION**

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

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

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



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2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND  
THE DIRECTOR-GENERAL OF CONSERVATION

**5 NOTICES**

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

Area Manager  
Department of Conservation  
5 Northway Street  
Te Rapa  
PO Box 20025  
Hamilton 3241.

**6 AMENDMENT**

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

**7 NO ASSIGNMENT**

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

**8 DEFINITIONS**

- 8.1 In this deed:

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

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

**deed of settlement** means the deed of settlement dated 20 December 2012 between the settling group, the governance entity, and the Crown; and

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

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

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

**Minister** means the Minister of Conservation; and

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

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

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

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

NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
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2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND  
THE DIRECTOR-GENERAL OF CONSERVATION

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

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

**9 INTERPRETATION**

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

9.2 Headings do not affect the interpretation.

9.3 A term defined by:

9.3.1 this deed has that meaning; and

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

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

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

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

9.8 A reference to:

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

9.8.2 legislation means that legislation as amended, consolidated, or substituted.

9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.





NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND  
THE DIRECTOR-GENERAL OF CONSERVATION

**SIGNED** as a deed on [*date*]

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

\_\_\_\_\_  
Signature of Witness

Witness Name:

Occupation:

Address:

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

\_\_\_\_\_  
Signature of Witness

Witness Name:

Occupation:

Address:



NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND  
THE DIRECTOR-GENERAL OF CONSERVATION

**Schedule**

**Copies of Statements of Association**

**Pōkaiwhenua Stream marginal strip site** (as shown on deed plan OTS-180-017)

Pōkaiwhenua stream is a tributary of the Waikato River, the awa tupuna of Ngāti Koroki Kahukura. As an iwi who resides by its banks, Ngāti Koroki Kahukura have, over generations, developed tikanga, mātauranga, and a profound respect for our awa tupuna and all life within it. Pōkaiwhenua was both a seasonal settlement and also a resting place for our people when travelling between settlements. Pōkaiwhenua continues to hold significant ancestral value to Ngāti Koroki Kahukura.

When Pōkaiwhenua was used as a settlement area for Ngāti Koroki Kahukura, they cultivated many māra kai (food gardens). Amongst other produce, various types of rīwai Māori (Māori potatoes) were grown. Some of the types that were grown were Muimui (which had streaks of purple through it), hua karoro (which was yellow in colour) and the kōtero (which was green in colour). Ngāti Koroki Kahukura kaumātua believe these types of rīwai Māori do not exist anymore.

Ngāti Koroki Kahukura tūpuna would place kānga (corn) in the Pōkaiwhenua stream. Kānga wai was placed in the water for approximately three months and, in this time, the corn would ferment. It would then be ready for cooking to a porridge consistency, creating a delicacy enjoyed to this day by many Ngāti Koroki Kahukura. The kōtero (Rīwai Māori) were prepared the same way as kānga and was also considered a delicacy. Many Ngāti Koroki Kahukura ancestors such as Tioriori Te Hura, Piripi Whanatangi, Nepia Marino, Ihaia Tioriori, Karauria Ngamu, Raniera Te Wera, Aperehama Te Rangipouri and Pita (Marino), Rihia Te Kauae and Parakaia Te Pouepa lived at this site and cultivated the land.

**Waikato River and its tributaries within the area of interest** (as shown on deed plan OTS-180-27)

The Waikato River is the awa tupuna (ancestral river) and a living taonga of Ngāti Koroki Kahukura with its own mauri and spiritual integrity. The awa is part of us. Ngāti Koroki Kahukura regards the Waikato River as the life blood of our people. We regard the awa and its tributaries with reverence, significance and love. The awa continues to provide spiritual and physical sustenance to Ngāti Koroki Kahukura and is inextricably linked to our identity. Our maunga and our awa are inseparable, hence our saying:

Ko Maungatautari te maunga  
ko Waikato te awa

*Our mountain is Maungatautari  
Our ancestral river is Waikato.*



NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND  
THE DIRECTOR-GENERAL OF CONSERVATION

The awa tupuna had traditional healing powers. Spiritually, the Waikato River is constant, enduring and perpetual. It brings us peace in times of stress, relieves us from illness and pain, cleanses and purifies our bodies and souls from the many problems that surround us, and it is the home of the many Taniwha that reside here, hence the saying:

Ko Pōtatau te Tangata  
Ko Taupiri te Maunga  
Ko Waikato te Awa  
He Piko He Taniwha  
He Piko He Taniwha.

Over generations, Ngāti Koroki Kahukura developed tikanga which reflect a profound respect for the Waikato River and the life within it. Tikanga related to the blessing of children, to cleansing, and to healing.

In addition to its spiritual dimension, physically the Waikato River in times past, present and future, has, and will provide for our people the means to sustain ourselves. Its waters enabled the land to remain fertile thereby allowing the gardens of Ngāti Koroki Kahukura to flourish. The awa tupuna yielded aquatic foods such as fish and tuna and the Arapuni region was known as 'te rohe o te tuna - the region of the plentiful eels'. The lyrics of the well-known waiata for the river 'Waikato Te Awa', originally composed by Rangī Harrison who worked on the Waikato river dam system, include:

'Titiro whakakatau au, ko Maungatautari, Ko Ngāti Koroki,  
Ko Arapuni ra, te rohe o te tuna e...'

*From Karapiro I look south and to my right, and there is Maungatautari  
and Ngāti Koroki through to Arapuni, the domain of the eel.*

According to oral histories when spearing eels, little ones were thrown back. Food was not eaten right by the river, but taken home to eat. Elderly tribal members recall being taught not to be greedy, to take only enough food for a meal, and not to mistreat the river. Rāhui, or prohibitions on fishing or other activities, were imposed in defined areas to prevent fishing for a time to allow for food species to rejuvenate.

In addition to eels, food species that were once abundant include whitebait, inanga, catfish, trout, river cod, freshwater crayfish, mullet, fresh water pipi and mussels, water fowls of all kinds and watercress. Ngāti Koroki Kahukura also accessed the waterways to prepare the traditional fermented delicacy, kānga wai.

The Waikato River was the principal highway of trade for Ngāti Koroki Kahukura. Ngāti Koroki Kahukura were waka builders. From the nineteenth century that trade included sending wheat, flax and potatoes via waka north and overseas for trading. In addition to its role as part of the waka culture and transportation network, the river provided many resources including flax for weaving. Its flood plains and river valleys provided large areas of arable soils.

We are a river iwi. Our relationship with our awa tupuna (ancestral river) has developed over centuries. Ngāti Koroki Kahukura continues to exercise the customary rights and responsibilities of kaitiakitanga over the Waikato River from Karapiro through to Arapuni. As a kaitiaki of our ancestral river, Ngāti Koroki Kahukura continue to be responsible for protecting the health and well-being of the river for future generations.

This statement of association also applies to all lakes and tributaries of the awa tupuna.



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**2.2 DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS**

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2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

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

**BACKGROUND**

- A. Ngāti Koroki Kahukura and the Crown are parties to a deed of settlement (the **Deed of Settlement**) to settle the Historical Claims of Ngāti Koroki Kahukura dated 20 December 2012.
- B. Under clause 5.9.1 of the Deed of Settlement, the governance entity and the Crown agreed (if the Deed of Settlement became unconditional) to enter into this Deed by or on the Settlement Date.
- C. The Ngāti Koroki Kahukura Claims Settlement Act XXXX (the **Settlement Act**) has come into effect and the Deed of Settlement has become unconditional.

**IT IS AGREED** as follows:

**1. CROWN'S ACKNOWLEDGEMENT OF STATEMENTS OF ASSOCIATION WITH STATUTORY AREAS**

- 1.1 The Crown acknowledges, under section XX of the Settlement Act, the statements by Ngāti Koroki Kahukura set out in this clause (the **statements of association**) of its cultural, spiritual, historical and traditional association with the statutory areas.

**Statements of Association**

[to be inserted]

**2. CONSULTATION BY THE COMMISSIONER OF CROWN LANDS WITH THE GOVERNANCE ENTITY IN RELATION TO CERTAIN STATUTORY AREAS**

- 2.1 The Commissioner of Crown Lands must, if he or she is undertaking an activity referred to in clause 2.2 in relation to a statutory area referred to in clause 2.3, consult and have regard to the views of the governance entity concerning the association of Ngāti Koroki Kahukura with that statutory area as described in a statement of association.

- 2.2 Clause 2.1 applies to the following activities:

- 2.2.1 considering an application to the Crown for a right of use or occupation (including a renewal);

- 2.2.2 preparing a plan, strategy or programme for protection and management;

- 2.2.3 conducting a survey to identify the number and type of uses that may be appropriate; or

- 2.2.4 preparing a programme to eradicate noxious flora and fauna.

- 2.2.5 Clause 2.1 applies to the following statutory areas:

- [To be inserted]



2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

- 2.3 The Commissioner of Crown Lands must, in order to enable the governance entity to give informed views when the Commissioner is consulting the governance entity under clause 2.1:
- 2.3.1 provide the governance entity with relevant information; and
  - 2.3.2 inform the governance entity of an application for a right of a use or occupation (including a renewal) in relation to a statutory area referred to in clause 2.3 (but the Commissioner of Crown Lands may withhold commercially sensitive information and material included within, or that relates to, that application).

**3. LIMITATIONS**

- 3.1 This deed relates only to those parts of the statutory area owned and managed by the Crown.
- 3.2 This deed does not, in relation to a statutory area:
- 3.2.1 require the Crown to undertake, increase or resume any activity of the kind referred to in clause 2.2; or
  - 3.2.2 preclude the Crown from not undertaking, or ceasing to undertake, any or all of the activities referred to in clause 2.2.
- 3.3 If this deed relates to a statutory area that is a river:
- 3.3.1 it relates only to:
    - (a) the bed of that river; and
    - (b) that part of the bed of the river (if any) that is:
      - (i) owned by the Crown; and
      - (ii) managed by the Crown;
  - 3.3.2 it does not relate to:
    - (a) the bed of an artificial watercourse;
    - (b) land that the waters of the river do not cover at its fullest flow without overlapping its banks; or
    - (c) the bed of a tributary flowing into that river; and
  - 3.3.3 in determining whether the Crown manages a river for the purposes of this clause, management exercised by a local authority under the Resource Management Act 1991 is not relevant.
- 3.4 Except as provided in clause 2.1, this deed:
- 3.4.1 does not affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw;
  - 3.4.2 affect the lawful rights or interests of any person; or



NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

---

**2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS**

3.4.3 grant, create or provide evidence of an estate or interest in, or rights relating to, a statutory area.

3.5 This deed does not prevent the Crown from entering into a deed of recognition with a person or persons other than Ngāti Koroki Kahukura in relation to a statutory area.

**4. TERMINATION**

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

4.1.1 the governance entity and the Commissioner of Crown Lands agree in writing that this deed is no longer appropriate for the area concerned;

4.1.2 the area concerned is disposed of by the Crown; or

4.1.3 the Commissioner of Crown Lands ceases to be responsible for the activities referred to in clause 2.2 in relation to or within the area concerned and they are transferred to another person or official within the Crown.

4.2 If this deed terminates in relation to an area under clause 4.1.3, the Crown will take reasonable steps to ensure the governance entity continues to have input into the activities referred to in clause 2.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

**5. NO ASSIGNMENT**

5.1 The governance entity may not assign its rights or obligations under this Deed.

**6. INTERPRETATION**

6.1 In this Deed, unless the context requires otherwise:

**Commissioner of Crown Lands** and **Commissioner** means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948.

6.2 In this Deed, unless the context requires otherwise, the following terms have the meaning for that term given by the clause or Part of this Deed set opposite that term:

<b>Term</b>	<b>Defining Clause</b>
[To be inserted]	[To be inserted]

6.3 In this deed, references to SO plans are included for the purpose of indicating the general location of a statutory area and do not establish the precise boundaries of a statutory area.



NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

6.4 Unless the context requires otherwise:

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

6.4.2 rules of interpretation in the Deed of Settlement also apply in this deed.

6.5 If there are any inconsistencies between this deed and the Deed of Settlement, the provisions of the Deed of Settlement will prevail.

**SIGNED** as a deed on \_\_\_\_\_ 20XX

**SIGNED** for and on behalf of  
**THE CROWN** by the  
Commissioner of Crown Lands  
in the presence of:

)  
)  
)

\_\_\_\_\_

---

Signature of Witness

Witness Name:

Occupation:

Address:





2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

Schedule

Copies of Statements of Association

**Waikato River and its tributaries within the area of interest** (as shown on deed plan OTS-180-27)

The Waikato River is the awa tupuna (ancestral river) and a living taonga of Ngāti Koroki Kahukura with its own mauri and spiritual integrity. The awa is part of us. Ngāti Koroki Kahukura regards the Waikato River as the life blood of our people. We regard the awa and its tributaries with reverence, significance and love. The awa continues to provide spiritual and physical sustenance to Ngāti Koroki Kahukura and is inextricably linked to our identity. Our maunga and our awa are inseparable, hence our saying:

Ko Maungatautari te maunga  
ko Waikato te awa

*Our mountain is Maungatautari  
Our ancestral river is Waikato.*

The awa tupuna had traditional healing powers. Spiritually, the Waikato River is constant, enduring and perpetual. It brings us peace in times of stress, relieves us from illness and pain, cleanses and purifies our bodies and souls from the many problems that surround us, and it is the home of the many Taniwha that reside here, hence the saying:

Ko Pōtatau te Tangata  
Ko Taupiri te Maunga  
Ko Waikato te Awa  
He Piko He Taniwha  
He Piko He Taniwha.

Over generations, Ngāti Koroki Kahukura developed tikanga which reflect a profound respect for the Waikato River and the life within it. Tikanga related to the blessing of children, to cleansing, and to healing.

In addition to its spiritual dimension, physically the Waikato River in times past, present and future, has, and will provide for our people the means to sustain ourselves. Its waters enabled the land to remain fertile thereby allowing the gardens of Ngāti Koroki Kahukura to flourish. The awa tupuna yielded aquatic foods such as fish and tuna and the Arapuni region was known as 'te rohe o te tuna - the region of the plentiful eels'. The lyrics of the well-known waiata for the river 'Waikato Te Awa', originally composed by Rangi Harrison who worked on the Waikato river dam system, include:

'Titiro whakakatau au, ko Maungatautari, Ko Ngāti Koroki,  
Ko Arapuni ra, te rohe o te tuna e...'

*From Karapiro I look south and to my right, and there is Maungatautari  
and Ngāti Koroki through to Arapuni, the domain of the eel.*

According to oral histories when spearing eels, little ones were thrown back. Food was not eaten right by the river, but taken home to eat. Elderly tribal members recall being taught not to be greedy, to take only enough food for a meal, and not to mistreat the river. Rāhui, or



NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

prohibitions on fishing or other activities, were imposed in defined areas to prevent fishing for a time to allow for food species to rejuvenate.

In addition to eels, food species that were once abundant include whitebait, inanga, catfish, trout, river cod, freshwater crayfish, mullet, fresh water pipi and mussels, water fowls of all kinds and watercress. Ngāti Koroki Kahukura also accessed the waterways to prepare the traditional fermented delicacy, kānga wai.

The Waikato River was the principal highway of trade for Ngāti Koroki Kahukura. Ngāti Koroki Kahukura were waka builders. From the nineteenth century that trade included sending wheat, flax and potatoes via waka north and overseas for trading. In addition to its role as part of the waka culture and transportation network, the river provided many resources including flax for weaving. Its flood plains and river valleys provided large areas of arable soils.

We are a river iwi. Our relationship with our awa tupuna (ancestral river) has developed over centuries. Ngāti Koroki Kahukura continues to exercise the customary rights and responsibilities of kaitiakitanga over the Waikato River from Karapiro through to Arapuni. As a kaitiaki of our ancestral river, Ngāti Koroki Kahukura continue to be responsible for protecting the health and well-being of the river for future generations.

This statement of association also applies to all lakes and tributaries of the awa tupuna.

**Lake Arapuni** (as shown on deed plan OTS-180-28)

The Waikato River, of which Lake Arapuni forms part, is the awa tupuna (ancestral river) and a living taonga of Ngāti Koroki Kahukura with its own mauri and spiritual integrity. The awa is part of us. Ngāti Koroki Kahukura regards the Waikato River as the life blood of our people. We regard the awa and its tributaries with reverence, significance and love. The awa continues to provide spiritual and physical sustenance to Ngāti Koroki Kahukura and is inextricably linked to our identity. Our maunga and our awa are inseparable, hence our saying:

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*Our mountain is Maungatautari  
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The awa tupuna had traditional healing powers. Spiritually, the Waikato River is constant, enduring and perpetual. It brings us peace in times of stress, relieves us from illness and pain, cleanses and purifies our bodies and souls from the many problems that surround us, and it is the home of the many Taniwha that reside here, hence the saying:

Ko Pōtatau te Tangata  
Ko Taupiri te Maunga  
Ko Waikato te Awa  
He Piko He Taniwha  
He Piko He Taniwha.

Over generations, Ngāti Koroki Kahukura developed tikanga which reflect a profound respect for the Waikato River and the life within it. Tikanga related to the blessing of children, to cleansing, and to healing.



2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

In addition to its spiritual dimension, physically the Waikato River in times past, present and future, has, and will provide for our people the means to sustain ourselves. Its waters enabled the land to remain fertile thereby allowing the gardens of Ngāti Koroki Kahukura to flourish. The awa tupuna yielded aquatic foods such as fish and tuna and the Arapuni region was known as 'te rohe o te tuna - the region of the plentiful eels'. The lyrics of the well-known waiata for the river 'Waikato Te Awa', originally composed by Rangi Harrison who worked on the Waikato river dam system, include:

'Titiro whakakatau au, ko Maungatautari, Ko Ngāti Koroki,  
Ko Arapuni ra, te rohe o te tuna e...'

*From Karapiro I look south and to my right, and there is Maungatautari  
and Ngāti Koroki through to Arapuni, the domain of the eel.*

According to oral histories when spearing eels, little ones were thrown back. Food was not eaten right by the river, but taken home to eat. Elderly tribal members recall being taught not to be greedy, to take only enough food for a meal, and not to mistreat the river. Rāhui, or prohibitions on fishing or other activities, were imposed in defined areas to prevent fishing for a time to allow for food species to rejuvenate.

In addition to eels, food species that were once abundant include whitebait, inanga, catfish, trout, river cod, freshwater crayfish, mullet, fresh water pipi and mussels, water fowls of all kinds and watercress. Ngāti Koroki Kahukura also accessed the waterways to prepare the traditional fermented delicacy, kānga wai.

The Waikato River was the principal highway of trade for Ngāti Koroki Kahukura. Ngāti Koroki Kahukura were waka builders. From the nineteenth century that trade included sending wheat, flax and potatoes via waka north and overseas for trading. In addition to its role as part of the waka culture and transportation network, the river provided many resources including flax for weaving. Its flood plains and river valleys provided large areas of arable soils.

We are a river iwi. Our relationship with our awa tupuna (ancestral river) has developed over centuries. Ngāti Koroki Kahukura continues to exercise the customary rights and responsibilities of kaitiakitanga over the Waikato River from Karapiro through to Arapuni. As a kaitiaki of our ancestral river, Ngāti Koroki Kahukura continue to be responsible for protecting the health and well-being of the river for future generations.

In addition to this statement regarding the Waikato River, Ngāti Koroki Kahukura states our specific association to Lake Arapuni.

Since the early 1800s, Ngāti Koroki Kahukura have farmed lands on both sides of our awa tupuna in the Arapuni area. What is now Lake Arapuni continues to hold significant historic, cultural and ancestral value for Ngāti Koroki Kahukura. Ngāti Koroki Kahukura continues to exercise kaitiakitanga in the Arapuni area through conducting karakia and pōwhiri and other customary activities.

Arapuni was the name of the rapids along the Waikato River which were submerged when the lake was formed. Ngāti Koroki Kahukura whānau worked on the dam construction project that led to the formation of the lake.

NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

Ngāti Koroki Kahukura's presence in the area is recognised within the well-known Waikato waiata for the river 'Waikato Te Awa', originally composed by Rangī Harrison who worked on the Waikato river dam system, which says:

*'Ko Maungatautari, ko Ngāti Koroki Kahukura, ko Arapuni rā, te rohe o te tuna e'.*

Lake Arapuni covers a number of sites of significance to Ngāti Koroki Kahukura including travel routes important to the iwi. Many Ngāti Koroki Kahukura tūpuna lived on their lands along the eastern banks of our awa tupuna and crossed the river to travel.

Our burial caves lined both banks of the awa (once very steep) that is now Lake Arapuni, including a significant burial cave not far from Darby Rd. Mere Kara tells of the times of her childhood swimming at Arapuni. Because the banks of the river were so steep in other areas, they would travel to swim at Arapuni as it was more accessible and safer to swim there.

In more recent years, if there was mishap through drowning, Ngāti Koroki Kahukura waited in vigil to karakia and support and awhi the bereaved whānau until the tūpāpaku emerged. Ngāti Koroki Kahukura has also supported the reburial of wheua or kōiwi (bones) discovered in and around the Lake and re-interred these with due respect within urupā.

**Lake Karapiro** (as shown on deed plan OTS-180-29)

The Waikato River, of which Lake Karapiro forms part, is the awa tupuna (ancestral river) and a living taonga of Ngāti Koroki Kahukura with its own mauri and spiritual integrity. The awa is part of us. Ngāti Koroki Kahukura regards the Waikato River as the life blood of our people. We regard the awa and its tributaries with reverence, significance and love. The awa continues to provide spiritual and physical sustenance to Ngāti Koroki Kahukura and is inextricably linked to our identity. Our maunga and our awa are inseparable, hence our saying:

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NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

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2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

known as 'te rohe o te tuna - the region of the plentiful eels'. The lyrics of the well-known waiata for the river 'Waikato Te Awa', originally composed by Rangi Harrison who worked on the Waikato river dam system, include:

'Titiro whakakatau au, ko Maungatautari, Ko Ngāti Koroki,  
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In addition to this statement regarding the Waikato River, Ngāti Koroki Kahukura states our specific association to Lake Karapiro.

The Karapiro area is of immeasurable spiritual, cultural and ancestral significance to Ngāti Koroki Kahukura. It is a wāhi tino tapu.

Ngāti Koroki Kahukura have sustained our presence upon the lands in and around what is now Lake Karapiro for many generations, maintaining our presence to this day.

*Taumatawiwi*

In the 1800s, during times of inter-tribal conflict, other iwi and hapū occupied the Maungatautari and Karapiro area with Ngāti Koroki Kahukura's permission, but friction resulted, and a pivotal battle was fought by Ngāti Koroki Kahukura and others at Taumatawiwi in 1830. To prevent interference, slain bodies of fallen Ngāti Koroki Kahukura warriors (as well as warriors from other iwi who supported them in the battle), were burnt at the base of prominent rocks situated in the valley where the Hauoira Stream joined the Waikato River. Because of the foul odours emanating from the cremations, the place was called Karapiro (karā being a type of rock and piro meaning foul). These rocks are now submerged in the lake and, in the 1980s, monuments were established to commemorate the importance of the site.



**NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE**

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**2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS**

The battle of Taumatawiwi is central to the identity and the on-going customary rights and responsibilities of Ngāti Koroki Kahukura in the area.

Ngāti Koroki Kahukura people lived in the Horahora village which was also flooded (along with the Horahora Dam) when the new dam was constructed at Karapiro between 1940 and 1947. This was the location of many traditional landmarks and food sources important to traditional customary practices.

Ngāti Koroki Kahukura has a deep and important on-going association with the Karapiro area on the basis that the bones of our ancestors as well as our former homes and burial grounds lie beneath the waters of the hydro lake.



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**3. MINISTRY OF EDUCATION LEASE**

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Clause 8.5

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NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

3. MINISTRY OF EDUCATION LEASE

Form F

WITHOUT PREJUDICE and SUBJECT TO APPROVAL BY MINISTER

MINISTRY OF EDUCATION  
TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 115 Land Transfer Act 1952)

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 computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule(s)



NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

3. MINISTRY OF EDUCATION LEASE

Form F *continued*

**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>
<hr/>	Witness name:
[            ]	Occupation:
	Address:
<hr/>	<hr/>
[            ]	<i>Signature of witness</i>
	<i>Witness to complete in BLOCK letters (unless legibly printed)</i>
<hr/>	Witness name:
[            ]	Occupation:
	Address:
<hr/>	<hr/>
[            ]	<i>Signature of witness</i>
	<i>Witness to complete in BLOCK letters (unless legibly printed)</i>
<hr/>	Witness name:
[            ]	Occupation:
	Address:
<hr/>	<hr/>
[            ]	<i>Signature of witness</i>
	<i>Witness to complete in BLOCK letters (unless legibly printed)</i>
<hr/>	Witness name:
[            ]	Occupation:
	Address:

NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

3. MINISTRY OF EDUCATION LEASE

FORM F *continued*

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

Certified correct for the purposes of the Land Transfer Act 1952

\_\_\_\_\_

Solicitor for the Lessee

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

NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

3: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 1 of 19 Pages

*Insert instrument type*

Lease Instrument

**BACKGROUND**

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between Ngāti Koroki Kahukura and the Crown, under which the parties agreed to transfer the Land to the Taumatawiwi Trust 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.

**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.

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

3: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 2 of 19 Pages

*Insert instrument type*

Lease Instrument

- 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 21<sup>st</sup> anniversary of the Start Date, and then each subsequent renewal date being each 21<sup>st</sup> anniversary after that date.

**ITEM 8 RENT REVIEW DATES**

The 7<sup>th</sup> anniversary of the Start Date and each subsequent 7<sup>th</sup> anniversary after that date.

**ITEM 9 LESSEE'S IMPROVEMENTS**

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

[ ]

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

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





NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

3: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 5 of 19 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.

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

1.5 "Crown Body" means:

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

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

3: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

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*Insert instrument type*

Lease Instrument

- (d) a company or body that is wholly owned or controlled by one or more of the following:
- (i) the Crown;
  - (ii) a Crown entity;
  - (iii) a State enterprise;
  - (iv) the New Zealand Railways Corporation; 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.



3: MINISTRY OF EDUCATION LEASE

Form F *continued*

**Annexure Schedule**

Page 7 of 19 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 without any deduction or set-off.
- 2.2 The initial Annual Rent payable at the Start Date will be set at 6.25% of the Transfer Value of the Land as defined in clause 2.3.
- 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 At each rent review the Annual Rent will be calculated at 6.25% of the value calculated at the mid point between the Current Market Value of the Land as a School Site set out in clause 3.2 and the Nominal Value as set out in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1 above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 The highest and best use referred to in clause 3.2 is to be based on the zoning for the Land in force at the beginning of that Term.
- 3.4 The Nominal value is:
- (a) for the first Rent Review Date: a value based on 4% growth per annum of the Transfer Value of the Land;
  - (b) for subsequent Rent Review Dates: a value based on 4% growth per annum of the reset value fixed under clause 3.1 above.
- 3.5 The rent review process will be as follows:
- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.
  - (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.

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

3: MINISTRY OF EDUCATION LEASE

Form F *continued*

**Annexure Schedule**

Page 8 of 19 Pages

*Insert instrument type*

Lease Instrument

- (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must 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 in accordance with clause 31; 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 the agreement referred to in subclause (f)(ii) each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.

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

3: MINISTRY OF EDUCATION LEASE

Form F *continued*

**Annexure Schedule**

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*Insert instrument type*

Lease Instrument

- (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. Any shortfall in, or overpayment of, Annual Rent from the Rent Review Date until the date of agreement or determination of that rent shall be paid by the Lessee or, as the case may be, repaid by the Lessor within 10 Business Days of that agreement or determination.
- (m) The rent review provisions may be varied by the parties by agreement and must be recorded in a variation of this Lease.

**4 Payment of Lessee Outgoings**

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

**5 Valuation Roll**

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

**6 Utility Charges**

- 6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.
- 6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.
- 6.3 If required to do so by the Lessor or any territorial or local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

**7 Goods and Services Tax**

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

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

Form F *continued*

**Annexure Schedule**

Page 10 of 19 Pages

*Insert instrument type*

Lease Instrument

## 8 Interest

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may, without prejudice to the Lessor's other rights and remedies, charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

## 9 Permitted Use of Land

9.1 The Land may be used for:

- (a) Education Purposes; and/or
- (b) any other Public Work, including any lawful secondary or incidental use, PROVIDED THAT any such Public Work or use is:
  - (i) required for wider social and health initiatives that complement the school; and
  - (ii) compatible with the core use of the Land as a school site.

## 10 Designation

The Lessor consents to the Lessee 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. The Lessor may specify in writing no less than three (3) months prior to the expiry of the Lease that a change of any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land is required, and the Lessee shall be obliged to obtain any such change.

## 11 Compliance with Law

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

## 12 Hazards

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

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

3: MINISTRY OF EDUCATION LEASE

Form F *continued*

**Annexure Schedule**

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*Insert instrument type*

Lease Instrument

12.2 Subject to clause 13.1, 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. The Lessee must notify the Lessor of any such event without delay.

**13 Damage or Destruction**

13.1 If as the result of a natural event the Land is destroyed, altered or damaged so significantly that it is no longer suitable for the Permitted Use, then the Term will immediately terminate, provided that any termination under this clause will be without prejudice to the rights of either party against the other.

13.2 If the Land is damaged or altered but not so significantly that it is no longer suitable for the Permitted Use, the parties may renegotiate in good faith the Annual Rent payable under this Lease and may agree to suspend the parties' obligations under this Lease for an agreed period.

**14 Contamination**

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

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

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

**15 Easements**

15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights. Any reasonable costs incurred by or on behalf of the Lessor in attending to the matters provided for in this clause 15.1 shall be met by the Lessee.

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

3: MINISTRY OF EDUCATION LEASE

Form F *continued*

**Annexure Schedule**

Page 12 of 19 Pages

*Insert instrument type*

Lease Instrument

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

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

**16 Lessee's Improvements**

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

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

16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.

16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.

16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.

16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.

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



3: MINISTRY OF EDUCATION LEASE

Form F *continued*

**Annexure Schedule**

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*Insert instrument type*

Lease Instrument

- 16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.
- 16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.
- 16.10 When this Lease ends, any Lessee's Improvements remaining on the Land will be left in a clean, tidy and safe state.

**17 Rubbish Removal**

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

**18 Signs**

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

**19 Insurance**

- 19.1 The Lessee is responsible for insuring or self insuring any Lessee's improvements on the Land.
- 19.2 The Lessee must ensure that any third party which is not a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

**20 Fencing**

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

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

3: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 14 of 19 Pages

*Insert instrument type*

Lease Instrument

**21 Quiet Enjoyment**

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

**22 Assignment**

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

**23 Subletting**

- 23.1 Provided that the Land continues to be used for the Permitted Use, the Lessee has the right to sublet its interest under the Lease without the Lessor's consent to:
- (a) any Department or Crown Body; or
  - (b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

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



3: MINISTRY OF EDUCATION LEASE

Form F *continued*

**Annexure Schedule**

Page 15 of 19 Pages

*Insert instrument type*

Lease Instrument

23.2 If the Lessee wishes to sublet 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).

**24 Occupancy by School Board of Trustees**

24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education Act 1989 and otherwise consistent with this Lease.

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

24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education Act 1989 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

**25 Lessee Break Option**

25.1 Subject to clause 25.2, the Lessee may at any time end this Lease by giving not less than 6 months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

25.2 For the initial term only, the Lessee will pay a further 24 months' rent to the Lessor in addition to the 12 months specified in clause 25.1.

**26 Breach**

26.1 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.

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

3: MINISTRY OF EDUCATION LEASE

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Lease Instrument

**27 Notice of Breach**

- 27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:
- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
  - (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
  - (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.
- 27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

**28 Renewal**

- 28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed in perpetuity every 21 years beginning with 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 current Lease Term that it does not wish the Lease to be renewed.
- 28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of renewal, provided that either party may initiate the rent review process in accordance with clause 3.

**29 Right of First Refusal for Lessor's Interest**

- 29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must within a reasonable time give written notice (Lessor's Notice) to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.
- 29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor (Lessee's Notice) accepting the offer contained in the Lessor's Notice.

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

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

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

29.5 The Lessor may dispose of the Lessor's interest in the Land:

- (a) to a wholly owned subsidiary of the Lessor; or
- (b) to a successor in title to the Lessor following its restructure, reorganisation or dissolution,

and in any case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

### 30 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.

### 31 Disputes

31.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.

31.2 If the parties cannot resolve a dispute or difference within fifteen working days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).

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

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31.3 If the parties cannot agree on any dispute resolution technique within a further fifteen working days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under clause 31.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996.

31.4 The parties will co-operate to ensure the efficient conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

**32 Service of Notices**

32.1 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 6011

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

Te Manawa o Matariki  
Karapiro Domain  
601 Maungatautari Road  
RD2  
CAMBRIDGE 3494  
PO Box 1522  
HAMILTON 6011

32.3 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.

**33 Registration of Lease**

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

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

NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
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3: MINISTRY OF EDUCATION LEASE

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**34 Costs**

34.1 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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**4. FORM OF DEED OF COVENANT**

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**Paragraph 7.3 of the legislative matters schedule**



4. FORM OF DEED OF COVENANT

FORM OF DEED OF COVENANT RELATING TO EASEMENT OVER [LAKE ARAPUNI]  
[OR] [LAKE KARAPIRO]

Date:

**PARTIES**

**Mighty River Power Limited** (*Mighty River Power*)

**Taumatawiwi Trust**

**BACKGROUND**

- A. Her Majesty the Queen is the owner pursuant to the Land Act 1948 (the Act) of all the Easement Land.
- B. Her Majesty the Queen granted Mighty River Power the right to store water and the right to install and operate hydro electricity works pursuant to section 60 of the Act, on the terms and conditions set out in the Easement.
- C. Pursuant to a treaty settlement, Her Majesty the Queen has agreed to transfer that part of the Easement Land marked yellow on the plan attached as Schedule 1 ("Transferred Land") to the trustees of the Taumatawiwi Trust subject to the trustees of the Taumatawiwi Trust entering into this deed with Mighty River Power.
- D. In satisfaction of Her Majesty the Queen's obligations under clause 20 of the Easement, the trustees of the Taumatawiwi Trust has agreed to enter into a direct deed of covenant with Mighty River Power, on the terms and conditions set out in this deed.

**BY THIS DEED** the parties agree as follows:

**1. The trustees of the Taumatawiwi Trust Covenant with Mighty River Power**

The trustees of the Taumatawiwi Trust covenants with Mighty River Power as follows:

- 1.1 it will observe and perform those covenants, terms and conditions expressed or implied in the Easement which are to be observed and performed by the Grantor under the Easement (including, without limitation, clause 20) and will not do, permit or omit to do any act which may frustrate, hinder or interfere with Mighty River Power's rights under the Easement;
- 1.2 it will not:
  - (a) make or lodge;
  - (b) be a party to or otherwise support in any way; and/or
  - (c) finance or contribute to the cost of,

any objection, submission, application, proceeding, claim or appeal which has the effect of limiting or prohibiting the exercise, renewal, replacement or continuation of Mighty River Power's rights under the Easement in any way or

NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
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4: FORM OF DEED OF COVENANT

which requires the payment of compensation or damages by Mighty River Power;

- 1.3 if requested to do so by Mighty River Power, it will promptly approve in writing any applications which in any way relate to the exercise, renewal, replacement or continuation of Mighty River Power's rights under the Easement;
- 1.4 It will not do, permit or omit, any act, matter or thing which has the effect of restricting or prohibiting the exercise, renewal, replacement or continuation of Mighty River Power's rights under the Easement;
- 1.5 it will procure that every lease, residential tenancy agreement and any other unregistered document granting rights in relation to the Transferred Land is granted subject to compliance with the obligations in clauses 1.2 to 1.4 (inclusive) by the relevant tenant/occupier/rights holder;
- 1.6 it will indemnify Mighty River Power against any liability or expense incurred by Mighty River Power as a result of the trustees of the Taumatawiwi Trust failing to comply with their obligations under the Easement or this deed; and
- 1.7 it will release (and will procure that its successors, tenants, grantees and invitees release) Mighty River Power to the fullest extent permitted by law, for all loss, damage, cost, expense incurred by the trustees of the Taumatawiwi Trust as a result of the exercise of Mighty River Power's rights under the Easement, including any loss or damage Mighty River Power causes to any structures or other improvements on the Transferred Land, provided such operations are not in breach of any relevant consents, statutes and regulations and will not bring any legal proceedings against Mighty River Power (or fund or encourage any other person to do so) for any loss or damage arising out of Mighty River Power's exercise of its rights under the Easement.

**2. Subsequent owners' covenant**

The trustees of the Taumatawiwi Trust will not sell or otherwise dispose of any estate or interest in the Transferred Land without first procuring that the purchaser/dispose enters into a direct deed of covenant with Mighty River Power in the same form as this deed (including this clause 2).

**3. Costs**

Each party shall bear their own costs of and incidental to the negotiation, preparation and execution of this deed.

**4. Interpretation**

In this deed:

- 4.1 *Easement* means the deed of grant of easement:

*[drafter's note: select from below to insert relevant easement]*

[over Lake Karapiro between Her Majesty The Queen and Mighty River Power dated 15 December 2010 and registered as instrument 5729973.1; and]





NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

4: FORM OF DEED OF COVENANT

[over Lake Arapuni between Her Majesty The Queen and Mighty River Power dated 15 December 2010 and registered as instrument 8672073.1; and]

- 4.2 *Easement Land* means part of the land described in the First Schedule of the Easement;
- 4.3 references to the trustees of the Taumatawiwi Trust include the successors of the trustees of the Taumatawiwi Trust; and
- 4.4 references to *Mighty River Power* include the successors and permitted assigns of Mighty River Power as Grantee under the Easement.

**EXECUTION**

**SIGNED** for and on behalf of )  
**MIGHTY RIVER POWER LIMITED** )  
by: )

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director/Authorised Person  
in the presence of:

\_\_\_\_\_  
Signature of Director/Authorised Person

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

Note: If two directors sign, no witness is necessary. If a director and authorised signatory sign, both signatures are to be witnessed. If the director and authorised signatory are not signing together, a separate witness will be necessary for each signature.

NGĀTI KOROKI KAHUKURA DEED OF SETTLEMENT  
DOCUMENTS SCHEDULE

4: FORM OF DEED OF COVENANT

**SIGNED** for and on behalf of )  
the **TAUMATAWIWI TRUST** )  
by: )

\_\_\_\_\_  
Name of Trustee

\_\_\_\_\_  
Signature of Trustee

\_\_\_\_\_  
Name of Trustee

\_\_\_\_\_  
Signature of Trustee

in the presence of:

\_\_\_\_\_  
Signature of Witness

(  
\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

