

NGĀTI MĀKINO
and
NGĀTI MĀKINO IWI AUTHORITY
and
THE CROWN

DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS

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1 WHENUA RĀHUI

PART OF LAKE ROTOMA SCENIC RESERVE

1.1 DESCRIPTION OF THE AREA

256 hectares approximately, being 10A Rotoiti Block, Sections 15, 16 Block VI Rotoma Survey District, Sections 1, 6,12,16 Block XI Rotomā Survey District]: As shown on deed plan OTS-275-13

1.2 STATEMENT OF NGĀTI MĀKINO VALUES RELATING TO PART OF LAKE ROTOMA SCENIC RESERVE

The following is Ngāti Mākino's kōrero about Lake Rotomā and the values which Ngāti Mākino place on this lake. These values guide Ngāti Mākino's protection principles as well.

For a great stretch of time, the entire Lake Rotomā area was the domain of the Ngāti Waitaha people. From these people descended the hapū of Ngāti Tiki, Ngāti Mākino, and Ngāi Tuahuriri. The Ngāi Tuahuriri people lived on Motu-a-Tara, an island in the middle of Lake Rotomā, until it sank and they left the area.

Five generations after the founding ancestor *Waitaha a Hei*, an important tupuna called *Naia* built the large pā at Otumarokura on the northern edge of Lake Rotomā. In later generations, Ngāti Tiki had an important Urupa at this place¹. Ngāti Tiki, the main tribe in the area, possessed the land from the Maunga 'Manawahe', a few kilometres inland from present day Matata, to Lake Rotomā. This land was known as Whakarewa.

Ngāti Mākino are the descendents of *Waitaha a Hei* who still inhabit the Lake Rotomā area today. Several places around the lake are named after direct ancestors of Ngāti Mākino, like *Hikataua*.

It is the profound desire of Ngāti Mākino to remember our loved ones who have lived on and around this lake for many generations. The stories of old, still spoken of today, resonate with us. Such was the case in 1995, when *Kawana Nepia Te Kirikau*, who first lodged Ngāti Mākino's claim, presented to the Waitangi Tribunal a rock he had retrieved from the middle of Lake Rotomā, from the sunken Island of Motu-a-Tara. During the hearing, the lake level had fallen dramatically to expose the top of the Island²³. *Kawana* took this as a glimpse from the ancestors of the Island for Ngāti Mākino, as Waitaha descendants still living in the area. The sight of the rock brought forth from Ngāti Mākino a lament for our distant relatives, the

¹ D. Stafford. Land Marks of Te Arawa Vol 2,Rotoiti, Rotoehu, Rotoma, Pg 79

² Ibid. Pg52 "the lake level at that time was obviously as low as in 1994/95"

³ *Don Stafford*, a noted historian from the Rotorua region, took photos on the day he journeyed out on to Lake Rotoma with *Kawana* to retrieve the rock. In his book 'Land Marks of Te Arawa Volume 2' one photo shows the top of the Island. D.Stafford. Land Marks of Te Arawa Vol 2,Rotoiti, Rotoehu, Rotoma, facing Pg 64

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1: WHENUA RĀHUI

Ngāi Tuahuriri, who had fled from the Island when it was sunk many generations ago by *Te Raraumaiwaho*, the Tohunga (High Priest). Ngāi Tuahuriri now reside in the South Island.

Kia ora e hoa mā. It gives Ngāti Mākino honour to share these stories of Lake Rotomā.

1.3 PROTECTION PRINCIPLES

The Ngāti Mākino Protection Principles are directed at the Minister of Conservation to assist the Crown to recognise and respect Ngāti Mākino aspirations for a sustainable future and in avoiding harm to, or the diminishing of the values of Ngāti Mākino in relation to part of Lake Rotoma Scenic Reserve.

- 1.3.1 Respect for the interests and relationships that Ngāti Mākino have with part of Lake Rotoma Scenic Reserve.
- 1.3.2 Accurate portrayal of the interests and relationships that Ngāti Mākino have with part of Lake Rotoma Scenic Reserve.
- 1.3.3 Recognition of Ngāti Mākino's relationship with and the importance to Ngāti Mākino of the ecosystems and life forms within part of Lake Rotoma Scenic Reserve.
- 1.3.4 Recognition of Ngāti Mākino's relationship with the lands around Lake Rotoma Scenic Reserve.
- 1.3.5 Recognition of Ngāti Mākino's relationship with part of Lake Rotoma Scenic Reserve and the connections of part of Lake Rotoma Scenic Reserve with the waters of the lake.
- 1.3.6 Recognition of Ngāti Mākino's relationship with the waahi tapu and waahi whakahirahira in part of Lake Rotoma Scenic Reserve.
- 1.3.7 Recognition of and respect for ngā tikanga o Ngāti Mākino and its relevance to the protection of part of Lake Rotoma Scenic Reserve.

1.4 ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION

The Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles.

- 1.4.1 Department of Conservation staff, volunteers, conservation board members, concessionaires and the public will be provided with information about Ngāti Mākino's values related to part of Lake Rotoma Scenic Reserve and will be encouraged to respect Ngāti Mākino's association, interests and relationships with part of Lake Rotoma Scenic Reserve.
- 1.4.2 Ngāti Mākino's association interests and relationships with part of Lake Rotoma Scenic Reserve will be accurately portrayed in all new DOC Information and educational material related to the Lake Rotoma Scenic Reserve.



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1: WHENUA RĀHUI

- 1.4.3 Ngāti Mākino will be consulted regarding the provision of all new Department of Conservation public information or educational material regarding Lake Rotoma Scenic Reserve and where appropriate the content will reflect their significant relationship with part of Lake Rotoma Scenic Reserve.
- 1.4.4 The importance of the ecosystems and life forms of part of Lake Rotoma Scenic Reserve to Ngāti Mākino will be protected by the Department of Conservation through measures to monitor the health of and threats to part of Lake Rotoma Scenic Reserve, and where necessary take steps to protect the indigenous flora and fauna of the area, and by advocating sound and sustainable environmental planning principles and processes.
- 1.4.5 The Department of Conservation will ensure that their management of part of Lake Rotoma Scenic Reserve is not detrimental to, and where possible contributes to, the maintenance or enhancement of, the ecological health of the lakes.
- 1.4.6 Significant earthworks and soil and/or vegetation will be avoided wherever possible. Where significant earthworks and disturbances of soil and /or vegetation cannot be avoided, Ngāti Mākino's Trustees or designated contact person will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites.
- 1.4.7 Any kōiwi (human remains) or other taonga found or uncovered by the Department of Conservation within the whenua rāhui will be left untouched and Ngāti Mākino informed as soon as possible to enable the iwi to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law.

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2 STATEMENTS OF ASSOCIATION

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

Part of Lake Rotoma Scenic Reserve (as shown on deed plan OTS-275-10)

Lake Rotomā and the surrounding lands were an important source of food for our tupuna. The bush forest foods and bird and rat trapping areas. Fishing grounds were abundant with koura, kākahi, toitoi, inanga and kōkopu.

Naia, a descendant of Waitaha a Hei built the large pā at Otumarokura on the north western side of Lake Rotomā at the entrance to Te Rotoiti inlet. Hikataua, a nearby settlement located at the mouth of the Whangaroa inlet is named after Hikataua, another descendant of Waitaha a Hei.

The island Motu-a-tara is located in the central southern part of Lake Rotomā. The island was originally occupied by Ngāi Tuahuriri, the people of Tuahuriri, a descendant of Waitaha a Hei. A disagreement ensued between Ngāi Tuahuriri and a powerful tohunga Raraumaiwaho resulting in Raraumaiwaho sinking the island. Ngāi Tuahuriri fled the island and migrated to Te Waipounamu.

Part of Lake Rotoiti Scenic Reserve (as shown on deed plan OTS-275-11)

Tutauaroa, the son of Waitaha a Hei, and others were the first settlers at Te Papatu, situated on Lake Rotoiti at the point near the foot of the long steep ridge leading from the lake edge to the summit of Matawhāura Mountain. Matawhāura is the highest mountain on the shores of Lake Rotoiti and due to its covering of bush provided forest foods as well as bird and rat trapping areas. Lake Rotoiti was an important source of koura, kākahi, toitoi, inanga and kōkopu for our people.

Later Peru and Tutehe, descendants of Tutauaroa occupied Te Papatu. They then moved to Te Pakipaki near the summit of Matawhāura Mountain. Due to its elevated location Te Pakipaki became a very important pā as from here one could see all movements on Lake Rotoiti.

While living at Te Pakipaki the Ngāti Mākino chief Whakahau II was the guardian of the Lake Rotoiti end of Matawhāura and Taingarū, another chief of Ngāti Mākino, the guardian of the eastern, Rotoehu end. Whakahau II and his wife Manuka were buried at Te Pakipaki and many of Ngāti Mākino were interred at Te Anakaihau, a deep waro situated to the west of Te Pakipaki pā.

Matawhāura and Lake Rotoiti were important to Ngāti Mākino as sources of food, the pā were well situated and the waro were well hidden to give a safe, final resting place for our tupuna.

3 DEED OF RECOGNITION

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 Mākino; and
 - 1.1.2 the trustees of Ngāti Mākino Iwi Authority (the trustees).
- 1.2 In the deed of settlement, the settling group made statements of Ngāti Mākino's particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas) part of Lake Rotoma Scenic Reserve (as shown on deed plan OTS-275-10).
- 1.3 Those statements of association are –
- 1.3.1 in the documents schedule to the deed of settlement; and
 - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the Ngāti Mākino Claims Settlement Act [*year*], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

- 2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the trustees concerning the Ngāti Mākino 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:

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3: DEED OF RECOGNITION

- (b) to eradicate pests, weeds, or introduced species:
 - (c) to assess current and future visitor activities:
 - (d) to identify the appropriate number and type of concessions:
- 2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river:
- 2.2.5 locating or constructing structures, signs, or tracks.
- 2.3 The Minister and the Director-General of Conservation must, when consulting the trustees under clause 2.1, provide the trustees 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 trustees, 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 trustees continue 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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3: DEED OF RECOGNITION

5 NOTICES

- 5.1 Notices to the trustees 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,
[address].

6 AMENDMENT

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

7 NO ASSIGNMENT

- 7.1 The trustees may not assign their 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 [date] between Ngāti Mākino, the trustees, 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

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

Minister means the Minister of Conservation; and

Ngāti Mākino has the meaning given to it by the deed of settlement; and

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

NB [signature]

DOCUMENTS SCHEDULE

3: DEED OF RECOGNITION

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

trustees has the meaning given to it by the deed of settlement; 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.

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3: DEED OF RECOGNITION

SIGNED as a deed on [*date*]

SIGNED for and on behalf of
THE CROWN by –

The Minister of Conservation in the
presence of -

WITNESS

Name:

Occupation:

Address:

The Director-General of Conservation
in the presence of –

WITNESS

Name:

Occupation:

Address:

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3: DEED OF RECOGNITION

Schedule

Copies of Statements of Association

Part of Lake Rotoma Scenic Reserve (as shown on deed plan OTS -275-10)

Lake Rotomā and the surrounding lands were an important source of food for our tupuna. The bush forest foods and bird and rat trapping areas. Fishing grounds were abundant with koura, kākahi, toitoi, inanga and kōkopu.

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4 TAONGA TŪTURU PROTOCOL

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4: TAONGA TŪTURU PROTOCOL

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

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated xx between Ngāti Mākino and the Crown (the “Deed of Settlement”), the Crown agreed that the Minister for Arts, Culture and Heritage (the “**Minister**”) would issue a protocol (the “**Protocol**”) setting out how the Minister and the Chief Executive for the Ministry for Culture and Heritage (the “**Chief Executive**”) will interact with the trustees of Ngāti Mākino Iwi Authority on matters specified in the Protocol. These matters are:
- 1.1.1 Protocol Area – Part 2;
 - 1.1.2 Terms of issue – Part 3
 - 1.1.3 Implementation and communication – Part 4
 - 1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 – Part 5
 - 1.1.5 The role of the Minister under the Protected Objects Act 1975 – Part 6
 - 1.1.6 Ngāti Mākino Ngā Taonga Tūturu held by Te Papa Tongarewa – Part 7
 - 1.1.7 Effects on Ngāti Mākino's interest in the Protocol Area – Part 8
 - 1.1.8 Registration as a collector of Ngā Taonga Tūturu – Part 9
 - 1.1.9 Board Appointments – Part 10
 - 1.1.10 National Monuments, War Graves and Historical Graves – Part 11
 - 1.1.11 History publications relating to Ngāti Mākino – Part 12
 - 1.1.12 Cultural and/or Spiritual Practices and Tendering – Part 13
 - 1.1.13 Consultation – Part 14
 - 1.1.14 Changes to legislation affecting this Protocol –Part 15
 - 1.1.15 Definitions – Part 16
- 1.2 For the purposes of this Protocol the trustees are the body representative of the whanau, hapū, and iwi of Ngāti Mākino who have an interest in the matters covered under this Protocol. This derives from the status of the trustees as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.3 The Ministry and the trustees are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provides the basis for the relationship between the parties to this Protocol, as set out in this Protocol.



DOCUMENTS SCHEDULE

4: TAONGA TŪTURU PROTOCOL

- 1.4 The purpose of the Protected Objects Act 1975 is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.
- 1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in Clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the trustees with the opportunity for input, into matters set out in Clause 1.1.

2 PROTOCOL AREA

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

3 TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section [] of the [Ngāti Mākinō] Claims Settlement Act ("the Settlement Legislation") that implements the Ngāti Mākinō Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

4 IMPLEMENTATION AND COMMUNICATION

- 4.1 The Chief Executive will maintain effective communication with the trustees by:
- 4.1.1 maintaining information provided by the trustees on the office holders of the trustees and their addresses and contact details;
 - 4.1.2 discussing with the trustees concerns and issues notified by the trustees about this Protocol;
 - 4.1.3 as far as reasonably practicable, providing opportunities for the trustees to meet with relevant Ministry Managers and staff;
 - 4.1.4 meeting with the trustees to review the implementation of this Protocol at least once a year, if requested by either party;
 - 4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol;
 - 4.1.6 as far as reasonably practicable, informing other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
 - 4.1.7 including a copy of this Protocol on the Ministry's website.



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4: TAONGA TŪTURU PROTOCOL

5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE PROTECTED OBJECTS ACT 1975

General

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

Applications for Ownership

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



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4: TAONGA TŪTURU PROTOCOL

Applications for Custody

- 5.5 If no ownership application is made to the Māori Land Court for any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Mākino origin found elsewhere in New Zealand by the trustees or any other person, the Chief Executive will:
- 5.5.1 consult the trustees where there is any request from any other person for the custody of the Taonga Tūturu;
 - 5.5.2 consult the trustees before a decision is made on who may have custody of the Taonga Tūturu; and
 - 5.5.3 notify the trustees in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

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

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

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

7 NGĀTI MĀKINO NGĀ TAONGA TŪTURU HELD BY TE PAPA TONGAREWA

- 7.1 The Chief Executive will invite Te Papa Tongarewa to enter into a relationship with the trustees, for the purposes of Te Papa Tongarewa compiling a full inventory of Taonga Tūturu held by Te Papa Tongarewa, which are of cultural, spiritual and historical importance to Ngāti Mākino; and
- 7.2 associated costs and/or additional resources required to complete the obligations under paragraph 7.1 will be funded by Te Papa Tongarewa, as resources allow.



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4: TAONGA TŪTURU PROTOCOL

8 EFFECTS ON NGĀTI MĀKINO'S INTERESTS IN THE PROTOCOL AREA

- 8.1 The Chief Executive and trustees shall discuss any policy and legislative development, which specifically affects Ngāti Mākino interests in the Protocol Area.
- 8.2 The Chief Executive and trustees shall discuss any of the Ministry's operational activities, which specifically affect Ngāti Mākino interests in the Protocol Area.
- 8.3 Notwithstanding paragraphs 8.1 and 8.2 above the Chief Executive and trustees shall meet to discuss Ngāti Mākino interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

9 REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

- 9.1 The Chief Executive will register the trustees as a Registered Collector of Taonga Tūturu.

10 BOARD APPOINTMENTS

- 10.1 The Chief Executive shall:

10.1.1 notify the trustees of any vacancies on Boards administered by the Ministry;

10.1.2 include trustees' nominees in the Ministry for Culture and Heritage's Nomination Register, for consideration during the process of making Board appointments; and

10.1.3 notify the trustees of any appointments to any Boards administered by the Ministry, where these are publicly notified.

11 NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

- 11.1 The Chief Executive shall seek and consider the views of the trustees on any national monument, war grave, historical grave or urupā, managed or administered by the Ministry, which specifically relates to Ngāti Mākino's interests.

12 HISTORY PUBLICATIONS RELATING TO NGĀTI MĀKINO

- 12.1 The Chief Executive shall:

12.1.1 provide the trustees with a list of all history publications commissioned or undertaken by the Ministry that relates substantially to Ngāti Mākino, and will supply these on request; and

12.1.2 discuss with the trustees any work the Ministry undertakes that deals specifically or substantially with Ngāti Mākino.

13 PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

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



DOCUMENTS SCHEDULE

4: TAONGA TŪTURU PROTOCOL

- 13.2 Where appropriate, the Chief Executive will consider using the trustees as a provider of professional services.
- 13.3 The procurement by the Chief Executive of any such services set out in Clauses 14.1 and 13.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

14 CONSULTATION

- 14.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the trustees in each case are:
- 14.1.1 ensuring that the trustees are consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;
 - 14.1.2 providing the trustees with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
 - 14.1.3 ensuring that sufficient time is given for the participation of the trustees in the decision making process including the preparation of submissions by the trustees in relation to any of the matters that are the subject of the consultation;
 - 14.1.4 ensuring that the Chief Executive will approach the consultation with the trustees with an open mind, and will genuinely consider the submissions of the trustees in relation to any of the matters that are the subject of the consultation; and
 - 14.1.5 report back to the trustees, either in writing or in person, in regard to any decisions made that relate to that consultation.

15 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 15.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:
- 15.1.1 notify the trustees of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;
 - 15.1.2 make available to the trustees the information provided to Māori as part of the consultation process referred to in this clause; and
 - 15.1.3 report back to the trustees on the outcome of any such consultation.

16 DEFINITIONS

- 16.1 In this Protocol:

Chief Executive means the Chief Executive of the Ministry for Culture and Heritage and includes any authorised employee of the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive

Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the

DOCUMENTS SCHEDULE

4: TAONGA TŪTURU PROTOCOL

Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement

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

Found has the same meaning as in section 2 of the Act and means:

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

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

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

Taonga Tūturu has the same meaning as in section 2 of the Act and means:

an object that—

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

trustees has the same meaning as in the deed of settlement being the trustees for the time being of the Ngāti Mākino Iwi Authority

Ngāti Mākino has the meaning set out in clauses 9.5 and 9.6 of the Deed of Settlement.

WB 

DOCUMENTS SCHEDULE

4: TAONGA TŪTURU PROTOCOL

ISSUED on

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

WITNESS

Name:

Occupation:

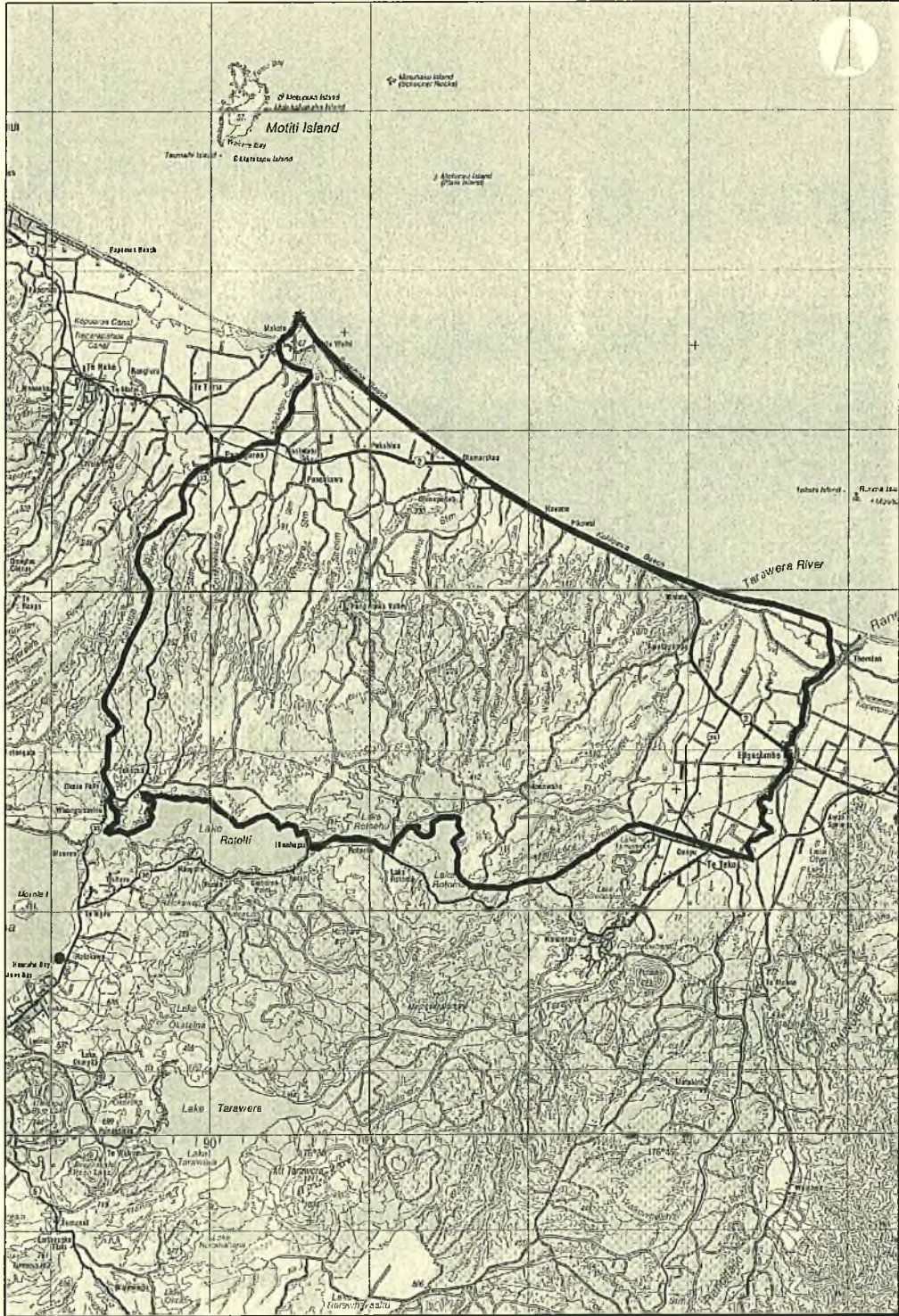
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113 

DOCUMENTS SCHEDULE

4: TAONGA TŪTURU PROTOCOL

ATTACHMENT A
THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



NB

DOCUMENTS SCHEDULE

4: TAONGA TŪTURU PROTOCOL

ATTACHMENT B

TERMS OF ISSUE

This Protocol is issued subject to the provisions of the deed of settlement and the settlement legislation. These provisions are set out below.

1 Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that:

1.1.1 a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (xxx of the provisions schedule); and

1.1.2 this protocol does not override or limit:

- (a) legislative rights, powers, or obligations; or
- (b) the functions, duties, and powers of Ministers, officials and others under legislation; or
- (c) the ability of the Crown to interact or consult with persons other than xxx or the trustees.

2 Authority to issue, amend or cancel protocols

2.1 xxx of the settlement legislation provides that:

- (1) each responsible Minister may –
 - (a) issue a protocol to the trustees in the form set out in part x of the documents schedule to the deed of settlement; and
 - (b) amend or cancel that protocol.
- (2) a protocol may be amended or cancelled under subsection (1) at the initiative of either –
 - (a) the trustees; or
 - (b) the responsible Minister.
- (3) the responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the trustees.

3 Protocols subject to rights, functions, and obligations

3.1 Section xx of the settlement legislation provides that protocols do not restrict:

- (a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes, without limitation, the ability to –

NB 

DOCUMENTS SCHEDULE

4: TAONGA TŪTURU PROTOCOL

- (i) introduce legislation and change government policy; and
 - (ii) interact or consult with a person the Crown considers appropriate, including, without limitation, any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (b) the responsibilities of the responsible Minister or a responsible department; or
- (c) the legal rights of xxx or a representative entity.

4 Enforcement of a protocol

4.1 Section xxx of the settlement legislation provides that:

- (1) the Crown must comply with a protocol while it is in force.
- (2) if the Crown fails, without good cause, to comply with a protocol, the trustees may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) despite subsection (2), damages or any form of monetary compensation are not available as a remedy for failure by the Crown to comply with a protocol.
- (4) to avoid doubt,-
 - (a) subsections (1) and (2) do not apply to guidelines developed for the implementation of a protocol; and
 - (b) subsection (3) does not affect the ability of a court to award costs incurred in enforcing a protocol under subsection (2).

5 Limitation of rights

5.1 Section xxx of the settlement legislation provides that:

this Protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, taonga tūturu.

NSB ✓

5 CROWN MINERALS PROTOCOL

NB 

DOCUMENTS SCHEDULE

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH NGĀTI MĀKINO BY THE MINISTRY OF ECONOMIC DEVELOPMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS

1 INTRODUCTION

- 1.1 Under the deed of settlement dated [] between Ngāti Mākino, the trustees of Ngāti Mākino Iwi Authority (the "trustees"), and the Crown (the "**deed of settlement**"), the Crown agreed that the Minister of Energy and Resources (the "**Minister**") would issue a protocol (the "**Crown Minerals Protocol**" or "**this protocol**") setting out how the Ministry of Economic Development (the "**Ministry**") will consult with the trustees on matters specified in the Crown Minerals Protocol.
- 1.2 Both the Ministry and Ngāti Mākino are seeking a healthy and constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.3 The purpose of the Crown Minerals Act 1991 (the "**Act**") is to restate and reform the law relating to the management of Crown owned minerals. Section 4 of the Act requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.4 The Minister is responsible under the Act for the preparation of mineral programmes, the grant of minerals permits, and monitoring the effect and implementation of minerals programmes and minerals permits. The Ministry administers the Act on behalf of the Minister.
- 1.5 This Crown Minerals Protocol will affect the Ministry's administration of Crown owned minerals under the Act in the protocol area.

2 PURPOSE OF THIS PROTOCOL

- 2.1 With the intent of creating a constructive relationship between Ngāti Mākino and the Ministry in relation to mineral resources administered in accordance with the Act in the protocol area, this Crown Minerals Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Crown Minerals Protocol.
- 2.2 The trustees will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Crown Minerals Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

3 PROTOCOL AREA

- 3.1 This Crown Minerals Protocol applies across the protocol area which means the area identified in the map included in Attachment A of this Crown Minerals Protocol together with the adjacent waters.

4 TERMS OF ISSUE

- 4.1 This Crown Minerals Protocol is issued pursuant to clause 5.8 of the deed of settlement and section [] of [*insert the name of the settlement legislation*] (the "**settlement legislation**"), and is subject to the settlement legislation and the deed of settlement.

NB 

DOCUMENTS SCHEDULE

5: CROWN MINERALS PROTOCOL

- 4.2 A summary is attached in Attachment B of the terms of issue of this protocol in the deed of settlement and the settlement legislation.

5 CONSULTATION

- 5.1 The Minister will ensure that the trustees are consulted by the Ministry:

New minerals programmes

- 5.1.1 on the preparation of new minerals programmes which relate, whether wholly or in part, to the protocol area;

Petroleum exploration permit block offers

- 5.1.2 on the planning of a competitive tender allocation of a permit block for petroleum exploration (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and the relevant minerals programme), which relates, whether wholly or in part, to the protocol area;

Other petroleum exploration permit applications

- 5.1.3 when any application for a petroleum exploration permit is received, which relates, whether wholly or in part, to the protocol area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1.2;

Amendments to petroleum exploration permits

- 5.1.4 when any application to amend a petroleum exploration permit, by extending the land to which the permit relates, is received where the application relates, wholly or in part, to the protocol area;

Permit block offers for Crown owned minerals other than petroleum

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

Other permit applications for Crown owned minerals other than petroleum

- 5.1.6 when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the protocol area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1.5 or where the application relates to newly available acreage;

Newly available acreage

- 5.1.7 when the Secretary proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of minerals other than petroleum, which relates, whether wholly or in part, to the protocol area; and

Amendments to permits for Crown owned minerals other than petroleum

- 5.1.8 when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit, is received, where the application relates, wholly or in part, to the protocol area.



DOCUMENTS SCHEDULE

5: CROWN MINERALS PROTOCOL

- 5.2 Each decision on a proposal referred to in clause 5.1 will be made having regard to any matters raised as a result of consultation with the trustees, and having regard to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi.
- 5.3 No person may, for the purpose of carrying out a minimum impact activity, enter onto any site that is –
- (a) regarded as a wāhi tapu site by the trustees; and is
 - (b) vested or transferred to Ngāti Mākino through the [Ngāti Mākino Claims Settlement Act]; -
- without the consent of the trustees.

6. IMPLEMENTATION AND COMMUNICATION

- 6.1 The Crown has an obligation under the Act (as provided for in minerals programmes) to consult with parties whose interests may be affected by matters described in clause 5.1 of this Crown Minerals Protocol. The Ministry will consult with the trustees in accordance with this Crown Minerals Protocol and in accordance with the relevant minerals programme if matters described in clause 5.1 of this Crown Minerals Protocol Area may affect the interests of Ngāti Mākino.
- 6.2 The basic principles that will be followed by the Ministry in consulting with the trustees in each case are:
- 6.2.1 ensuring that the trustees are consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues in relation to any matters under clause 5 of this Crown Minerals Protocol;
 - 6.2.2 providing the trustees with sufficient information to make informed decisions and submissions in relation to any of the matters described in clause 5 of this Crown Minerals Protocol;
 - 6.2.3 ensuring that sufficient time is given for the participation of the trustees in the decision making process and the consideration by the trustees of their submissions in relation to any of the matters described in clause 5 of this Crown Minerals Protocol; and
 - 6.2.4 ensuring that the Ministry will approach the consultation with the trustees with an open mind, and will genuinely consider the submissions of the trustees in relation to any of the matters described in clause 5 of this Crown Minerals Protocol.
- 6.3 Where the Ministry is required to consult the trustees as specified in clause 6.1, the Ministry will report back in writing to the trustees on the decision made as a result of such consultation.
- 6.4 The Ministry will seek to fulfil its obligations under this Crown Minerals Protocol by:
- 6.4.1 maintaining information on the trustees' address and contact details as provided from time to time by the trustees;
 - 6.4.2 as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Crown Minerals Protocol;

NB. 

DOCUMENTS SCHEDULE

5: CROWN MINERALS PROTOCOL

6.4.3 nominating relevant employees to act as contacts with the trustees in relation to issues concerning this Crown Minerals Protocol; and

6.4.4 providing the trustees with the names of the relevant employees who will act as contacts with the trustees in relation to issues concerning this Crown Minerals Protocol;

7 DEFINITIONS

7.1 In this Crown Minerals Protocol:

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

Crown means Her Majesty the Queen in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the deed of settlement to participate in, any aspect of the redress under the deed of settlement;

Crown owned minerals means any mineral (as defined below) that is the property of the Crown in accordance with sections 10 and 11 of the Act or over which the Crown has jurisdiction in accordance with the Continental Shelf Act 1964;

deed of settlement means the deed of settlement dated [] between the Crown, Ngāti Māhino and the trustees;

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

Minister means the Minister of Energy and Resources;

Ministry means the Ministry of Economic Development;

Ngāti Māhino has the meaning set out in clause 8.5 of the deed of settlement;

newly available acreage has the meaning provided in clause 3.5 of the Minerals Programme for Minerals (Excluding Petroleum) 2008;

petroleum means:

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


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DOCUMENTS SCHEDULE

5: CROWN MINERALS PROTOCOL

ATTACHMENT A

CROWN MINERALS PROTOCOL AREA

NB

DOCUMENTS SCHEDULE

5: CROWN MINERALS PROTOCOL

ATTACHMENT B

SUMMARY OF THE TERMS OF ISSUE

This protocol is subject to the deed of settlement and the settlement legislation. A summary of the relevant provisions is set out below.

2. Amendment and cancellation

- 2.1 The Minister may amend or cancel this protocol, but only after consulting with the trustees and having particular regard to their views (*section [number]*).

3. Noting

- 3.1 The existence of this protocol must be noted in minerals programmes affecting the protocol area, but the noting –

3.1.1 is for the purpose of public notice only; and

3.1.2 does not amend the minerals programme (*section [number]*).

4. Limits

- 4.1 This protocol does not -

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

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tangata whenua (*section [number]*); or

4.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Ngāti Māhino (*section [number]*); or

4.1.3 grant, create, or evidence an estate or interest in, or rights relating to, Crown owned minerals (*section [number]*).

5. Breach

- 5.1 Subject to the Crown Proceedings Act 1950, the trustees may enforce this protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (*section [number]*).

- 5.2 A breach of this protocol is not a breach of the deed of settlement (*clause 5.11*).



6 MINISTERIAL LETTER TO HOUSING NEW ZEALAND



A handwritten signature in blue ink, appearing to be 'NB/A', is located in the bottom right corner of the page.

DOCUMENTS SCHEDULE

6: MINISTERIAL LETTER TO HOUSING NEW ZEALAND



Office of Hon Christopher Finlayson

Attorney-General
Minister for Treaty of Waitangi Negotiations
Minister for Arts, Culture and Heritage

22 JUN 2010

Hon Phil Heatley
Minister of Housing
Parliament Office
Private Bag 18888
Parliament Buildings
WELLINGTON 6160

Tēnā koe Phil

Re: Ngāti Māhino – post-Treaty settlement housing aspirations

Through the Treaty settlement process, Ngāti Māhino have highlighted housing issues as being important for their iwi. They wish to work across a wide range of initiatives, from supporting home-ownership to ensuring the provision of suitable rental accommodation in appropriate areas within their rohe. Ngāti Māhino will be working with Te Puni Kōkiri and the Ministry of Social Development over the coming weeks to develop a long-term strategy for Ngāti Māhino. Housing is an important component of this strategy. With this in mind, I would ask that officials of Housing New Zealand Corporation ("HNZC") work closely with the Ministry of Social Development and Te Puni Kōkiri in contributing to this strategy.

Once their settlement is complete, Ngāti Māhino have indicated an interest in pursuing commercial opportunities in housing through whichever appropriate avenues may be available to them.

I appreciate that many of the avenues that HNZC use to support Māori housing development are contestable and so I am writing to you rather than directly to your officials, so as not to influence inappropriately these contestable processes.

I hope that a constructive relationship between HNZC and Ngāti Māhino can be established.

Nāku noa, nā

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

7 MINISTERIAL LETTERS TO LOCAL AUTHORITIES

DOCUMENTS SCHEDULE

7: MINISTERIAL LETTERS TO LOCAL AUTHORITIES

[Letterhead of the Minister for Treaty of Waitangi Negotiations]

[A letter in this form is to be has been sent by or on the settlement date to each of the following:

- *Rotorua District Council:*
- *Tauranga City Council:*
- *Whakatane District Council:*
- *Bay of Plenty Regional Council:*
- *Western Bay of Plenty District Council:*
- *Kawerau District Council.]*

Tēnā koe []

I am writing to advise the [**name**] Council (council) of the [impending] Treaty settlement with Ngāti Mākinō and to encourage the council to meet with the trustees of Ngāti Mākinō Iwi Authority] (which is Ngāti Mākinō's governance entity) to discuss matters of common interest.

In doing so I hope that the council and Ngāti Mākinō will form an effective relationship based on mutual trust, respect and co-operation for the benefit of those within the council's area of responsibility and the wider Te Arawa region.

Ngāti Mākinō

Ngāti Mākinō are an iwi whose traditional interests span the Bay of Plenty region, from Lakes Rotoiti, Rotoehu and Rotomā in the interior, out to the coast. I have attached a map to this letter which sets out the Ngāti Mākinō area of interest. The Ngāti Mākinō beneficiary register currently has over 4,500 members.

Settlement of historical claims

As you are aware, [on [**date**]][soon] the Crown [signed]][will sign] a deed of settlement (deed) with Ngāti Mākinō for the settlement of all their historical claims under the Treaty of Waitangi.

[The deed [is][will be] conditional on settlement legislation (to be introduced into the House of Representatives shortly) which will give effect to aspects of the settlement.][Settlement legislation has been passed giving effect to aspects of the settlement.]

The settlement includes properties of cultural significant to Ngāti Mākinō, including [**properties to be specified**] and [**other redress to be specified.**]

As part of the commercial component of the settlement, Ngāti Mākinō [will acquire][have acquired] a number of properties. These include [**properties to be specified.**]

Trustees of Ngāti Mākinō Iwi Authority

Ngāti Mākinō has established Ngāti Mākinō Iwi Authority as its governance entity. The Ngāti Mākinō claimant community ratified it as their post-settlement governance entity and the Crown has approved it as a representative, accountable, and transparent entity to receive and manage the settlement redress.


NB

DOCUMENTS SCHEDULE

7: MINISTERIAL LETTERS TO LOCAL AUTHORITIES

Relationships

During the course of negotiations, the Ngāti Mākino negotiators sought the opportunity to develop an ongoing relationship with local authorities within the Ngāti Mākino area of interest, including with the council.

Ngāti Mākino have also expressed a desire to work alongside other iwi within the region where their aspirations align.

There appear to be a number of opportunities for the council to recognise and partner with the trustees of Ngāti Mākino Iwi Authority, including, but not limited to, utilising the following mechanisms:

- (a) Representation;
- (b) Protocols;
- (c) Formal relationship agreements and/or memoranda of understanding; and
- (d) Joint-ventures.

Ngāti Mākino wish to participate meaningfully in any review and or development of district or regional plans undertaken by the council for the sustainable management of the region. They also seek to be appraised of any initiatives, social, economic or otherwise to benefit the people of Ngāti Mākino or the wider Te Arawa region. I anticipate the capacity achieved by Ngāti Mākino through their settlement will see them well placed to assist your council in achieving its objectives.

I sincerely encourage the [*name*] Council and the trustees of Ngāti Mākino Iwi Authority to develop an effective and durable working relationship that allows the parties to benefit from mutual cooperation.

Nāku noa, nā

Hon Christopher Finlayson

Minister for Treaty of Waitangi Negotiations



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

8 ENCUMBRANCES

NB 

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

SUBPART A

CONSERVATION COVENANT
(Section 77 of the Reserves Act 1977)

THE TRUSTEES OF
NGĀTI MĀKINO IWI AUTHORITY

CONSERVATION COVENANT IN RELATION TO
RĀKAU Ō KAUWAE HAPA SITE

(Clause 5.13.1)

WB
[Signature]

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

THIS DEED of COVENANT is made this day of

BETWEEN THE TRUSTEES OF NGĀTI MĀKINO IWI AUTHORITY (the Owner)

AND MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.
- B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated and implemented by the Act
- C. The Land contains Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Reserve Values.

OPERATIVE PARTS

In accordance with section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

- | | |
|---------------------------|---|
| "Covenant" | means this Deed of Covenant made under section 77 of the Reserves Act 1977. |
| "Director-General" | means the Director-General of Conservation. |
| "Fence" | includes a gate. |
| "Fire Authority" | means a fire authority as defined in the Forest and Rural Fires Act 1977. |
| "Land" | means the land described in Schedule 1. |
| "Minerals" | means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991. |
| "Minister" | means the Minister of Conservation. |
| "Natural Water" | includes water contained in streams the banks of which have, from time to time, been re-aligned. |


WB

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

- "Owner"** means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
- "Reserve Values"** means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
- "Working Days"** means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:


- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.
- 1.2.6 any obligation not to do anything must be treated as including an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVES OF THE COVENANT

- 2.1 The Land must be managed so as to preserve the Reserve Values.

3 IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of exotic tree, shrub or other plant;


NB

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
 - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
 - 3.1.6 any cultivation, earth works or other soil disturbances;
 - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
 - 3.1.8 the damming, diverting or taking of Natural Water;
 - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.10 any other activity which might have an adverse effect on the Reserve Values;
 - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
 - 3.2.3 keep the Land free from exotic tree species;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
 - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 4.1.2;
 - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

3.3 The Owner acknowledges that:

- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
- 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

4.1 The Minister must:

- 4.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.
- 4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

4.2 The Minister may:

- 4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;
- 4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

5 JOINT OBLIGATIONS

The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

6 DURATION OF COVENANT

6.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

7 OBLIGATIONS ON SALE OF LAND

- 7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.
- 7.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.
- 7.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

8 CONSENTS

- 8.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

9 MISCELLANEOUS MATTERS

9.1 Rights

- 9.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

9.2 Trespass Act:

- 9.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 9.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

9.3 Reserves Act

- 9.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

9.4 Registration

- 9.4.1 This Covenant must be signed by both parties and registered against the Computer Freehold register for the Land.

9.5 Acceptance of Covenant

- 9.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

9.6 Fire

- 9.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;
- 9.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:
- (a) requested to do so; or
 - (b) if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;
- 9.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

wild fire is caused by the escape of a permitted fire due to non-adherence to the conditions of the permit).

10 DEFAULT

10.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

10.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

10.2.1 advise the defaulting party of the default;

10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11 DISPUTE RESOLUTION PROCESSES

11.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

11.2 Mediation

11.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

11.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

11.3 Failure of Mediation

11.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

11.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.



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11.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

12 NOTICES

12.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

12.2 A notice given in accordance with clause 12.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

12.3 The Owner must notify the Minister of any change of ownership or control of all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

13 SPECIAL CONDITIONS

13.1 Special conditions relating to this Covenant are set out in Schedule 3

13.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

Signed by _____ as)
Owner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

Signed by _____ and)
acting under a written delegation from the Minister)
of Conservation and exercising his/her powers under)
section 117 of the Reserves Act 1977 as designated)
Commissioner in the presence of :)

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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Witness: _____

Address : _____

Occupation: _____

AS NB₄₇

DOCUMENTS SCHEDULE

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SCHEDULE 1

Description of Land:

South Auckland Land District

274.8320 hectares more or less, being Section 2 SO 60650 Block III Rotomā Survey District.

Reserve Values to be protected in Rākau ō Kauwae Hapa

The natural landscape amenity of the area

Rākau ō Kauwae Hapa provides forested landscape amenity values between the coastal environment and the inland plateau.

The natural environment values as represented by the indigenous flora and fauna of the land

Rākau ō Kauwae Hapa has a vegetation rank of very high significance. The entire Rotoehu Forest (including Rākau ō Kauwae Hapa) is the largest example of protected indigenous forest on the eastern side of Otago Ecological District. The forest is semi-coastal and of a high quality with a diverse mix of species.

Rākau ō Kauwae Hapa provides linkages with other forested areas in an ecological corridor running from Rotomā through towards the coastal area of Matata. This corridor provides linkages between sites, assists in protecting and enhancing biodiversity values in the area and provides a mechanism for species to disperse throughout the indigenous forest corridor.

Rākau ō Kauwae Hapa has significant native species, which include Whitehead, Bellbird, Kererū and other forest birds. Native bats have also been previously recorded in the area.

The historical/archaeological values of the area

Ngāti Māhino historic, cultural and spiritual values

The presence of an important Ngāti Māhino urupā and Oterangiora Pā on immediately adjacent land is indicative of the land under this covenant being central to the culture and history of Ngāti Māhino. The urupā is a very tapu, sacred place and is of major importance to Ngāti Māhino. The urupā must be protected at all times as it is the final resting place of Ngāti Māhino tupuna.

In addition, Ngāti Māhino have chosen to name the area under this covenant Rākau ō Kauwae Hapa to commemorate an historical event that took place several kilometres to the east of this area, and to commemorate the Ngāti Māhino history and kōrero associated with that event.



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

SCHEDULE 2

Address for Service⁴

The address for service of the Owner is:

The address for service of the Minister is:

c/- Department of Conservation
Rotorua Lakes Area Office
99 Sala St
PO Box 1146
Rotorua 3040

 NB

DOCUMENTS SCHEDULE

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

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under section 77 of the
Reserves Act 1977

to

MINISTER OF CONSERVATION

Legal Services

Department of Conservation

 NB⁵⁰

DOCUMENTS SCHEDULE

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SUBPART B

TE KŌHANGA SITE EASEMENT

EASEMENT INSTRUMENT OVER

TE KŌHANGA SITE

(Clause 5.13.4)

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(Governance entity to DOC in gross)

Form 3

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

Sections 90A and 90F Land Transfer Act 1952

Land Registration District

[]

BARCODE

[]

Grantor

Surname must be underlined

[Name of Ngāi Māhino governance entity to be inserted]

Grantee

Surname must be underlined

Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation

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

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

Dated this day of 20

Attestation

[]	Signed in my presence by the Grantor
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed):- Witness name Occupation Address
Signature [Common seal] of Grantor	
[]	Signed in my presence by the Grantee
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed):- Witness name Occupation Address
Signature [Common Seal] of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952

[]

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified Consent Form must be used.

AS NB

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Form 3 - continued

Annexure Schedule 1

Easement Instrument

Dated

Page 2 of Pages

Schedule A			
Continue in additional Annexure Schedule, if required			
Purpose (Nature and extent) of easement, profit or covenant	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant Tenement (Identifier/CT or in gross)
Right of Way	"A" and "B" on Deed Plan OTS-275-06 subject to survey	[to be inserted]	In gross

Easements or *poius à prendre* rights and powers (including terms, covenants and conditions) *Delete phrases in [] and insert memorandum number as required*
Continue in additional Annexure Schedule, if required

Unless otherwise provided below, the Rights and Powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule to the Property Law Act 1952

The implied rights and powers are hereby ~~(varied)~~ ~~(inserted)~~ ~~(added to)~~ ~~(substituted)~~ by:

[Memorandum number _____ registered under section 155A of the Land Transfer Act 1952]

[the provisions set out in Annexure Schedule 2]

Covenant Provisions *Delete phrases in [] and insert Memorandum number as required*
Continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule 2]

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

[Handwritten signature]
NB

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

1. DEFINITIONS AND CONSTRUCTION

Definitions: In this Instrument, unless the context requires otherwise:

- (a) HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation, being the Grantee, includes the servants, tenants, agents, workmen, licensees and invitees of the Minister, and includes members of the general public.
- (b) "Grantor's Land" means the Servient Tenement described in Schedule A, Annexure Schedule 1 of this Instrument.

Construction: In the construction of this Instrument, unless the context requires otherwise:

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the construction of this Instrument;
- (b) references to Clauses and the Schedule are to the clauses and the schedule of this Instrument;
- (c) references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw from time to time amended and include substituted provisions that substantially correspond to those referred to; and
- (d) the singular includes the plural and vice versa. Words importing any gender include the other genders.

2. GRANT OF ACCESS RIGHTS

The Grantor agrees to grant to the Grantee (in common with the Grantor and other persons to whom the Grantor may grant similar rights) a right of way easement in gross on the terms and conditions contained in this Instrument.

3. OBLIGATIONS OF THE GRANTEE

- 3.1 The rights and powers conferred under this Instrument are granted subject to the following conditions and obligations.
- 3.2 The Grantee has the right to pass and re-pass at all times, with or without vehicles, along the Easement Area to give the Grantee access to the Grantee's Land.
- 3.3 The Grantee shall, when passing or re-passing over the Easement Area:
 - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.

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- 3.4 Subject to clauses 3.8 and 3.9, the Grantee shall, at its cost repair to the satisfaction of the Grantor any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures located on the Easement Area which are damaged by the Grantee.
- 3.5 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Easement Area commensurate with the use made by the Grantee of such roads or tracks PROVIDED THAT the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.6 The Grantee shall not exhibit any notice or sign on the Easement Area without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.5 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.
- 3.7 The Grantee will ensure at all times, in the exercise of its rights as set out in this Instrument, it does not obstruct or hamper the Grantor or its agents, employees or contractors in its or their normal or reasonable use of the Easement Area.
- 3.8 Subject to clause 3.9, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee and subject to the Grantor's prior written consent (not to be unreasonably or arbitrarily withheld).
- 3.9 When carrying out any repairs, maintenance or improvements to the Easement Area under clauses 3.4 and 3.7, the Grantee shall not:
- (a) widen any road; or
 - (b) alter the location of any road; or
 - (c) alter the way in which the run-off from any road is disposed of; or
 - (d) change the nature of any road surface; or
 - (e) park or store equipment or material on the Grantor's Land,
without the Grantor's prior written consent, such consent not to be unreasonably or arbitrarily withheld.
- 3.10 The Grantee shall not erect any structures on the Easement Area or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably or arbitrarily withheld.
- 3.11 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove or otherwise dispose of any forest produce on the Easement Area nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written consent of the Grantor.

DOCUMENTS SCHEDULE

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- 3.12 The Grantee shall not, without the prior written approval of the Grantor, carry hazardous chemicals or poisons, carry or discharge any firearm, missile or other offensive weapon, kill or trap any animals or birds over or on the Easement Area, nor shall the Grantee authorise such carrying, discharging, killing or trapping without the prior written approval of the Grantor.
- 3.13 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Instrument.

4. GRANTOR'S RIGHTS

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

5. COSTS

- 5.1 The Grantee shall be liable to the Grantor for any reasonable costs or expenses incurred by the Grantor arising from or incidental to the enforcement of any provision of this Instrument.

6. ASSIGNMENT

- 6.1 The Grantee may assign its rights and obligations under this Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Instrument as the means of providing reasonable access to that land:
- (a) any Crown entity as defined in section 2(1) of the Public Finance Act 1989;
 - (b) any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;
 - (c) any person who holds the land in trust for the Grantee; or
 - (d) any other person with the prior consent of the Grantor, which shall not be unreasonably withheld.
- 6.2 As from the date of assignment, the Grantee shall cease to have any liability whatsoever in respect of this Instrument and the Grantor agrees to release the Grantee from all obligations under this Instrument from that date, but only if the assignee enters into a deed of covenant with the Grantor agreeing to be bound by the terms of this Instrument from the date of release of the Grantee.

7. DELEGATION

- 7.1 All rights, benefits and obligations of a party to this Instrument arising under this Instrument may be exercised by a person duly appointed by that party PROVIDED THAT the exercise of any such rights, benefits or obligations by that duly appointed


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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

person shall not limit the liability of either party in the performance or observance of the provisions of this Instrument.

8. NOTICES

- 8.1 Any notices to be given by one party under this Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party:
- a. the Grantor's address:
[insert details]
 - b. the Grantee's address:
[insert details]
- 8.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

9. SEVERABILITY

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



DOCUMENTS SCHEDULE

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SUBPART C

NGĀ PŌRŌTAI-O-WAITAHA-A-HEI SITE EASEMENT

HER MAJESTY THE QUEEN

THE TRUSTEES OF
NGĀTI MĀKINO IWI AUTHORITY

DEED GRANTING A RIGHT OF WAY OVER
ROTOEHU CONSERVATION FOREST

(Clause 5.15.1)

Handwritten signature and initials in blue ink, consisting of a stylized signature followed by the initials 'WB'.

DOCUMENTS SCHEDULE

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THIS DEED is made

BETWEEN

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation (the **Grantor**)

AND

THE TRUSTEES OF NGĀTI MĀKINO IWI AUTHORITY (the **Grantee**)

BACKGROUND:

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

TERMS OF THIS DEED

1. Grant Right of Access

1.1 Under clause [insert clause no] of the Deed of Settlement dated [] between the Grantor and Ngāti Mākino (the "Deed of Settlement") and section [] of [Insert the name of the Settlement Legislation] the Grantor grants to the Grantee a right of way over the Easement Area and that right of way shall be forever appurtenant to the Grantee's Land. The Easement Area is ["A" on the diagram attached] (to be defined by survey plan). The rights and obligations implied in easements by the 5th Schedule to the Property Law Act 2007 and the Fourth Schedule to the Land Transfer Regulations 2002 apply to this easement **EXCEPT** to the extent set out in this easement.

2. Rights and Obligations

- 2.1 The Grantee has the right to pass and re-pass at all times, with or without vehicles, but excluding animals except with the prior consent of the Grantor along the Easement Area to give the Grantee access to the Grantee's Land.
- 2.2 In exercising the rights under 2.1 the Grantee must comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority
- 2.3 The Grantee will not cut down or damage any vegetation; or damage any natural feature or historic resource on the Easement Area; or light any fire on the Easement Area without the prior consent of the Grantor.



DOCUMENTS SCHEDULE

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- 2.4 Subject to clauses 2.5 – 2.9, the Grantee has the right, at the cost of the Grantee, to repair, maintain and upgrade the track on the Easement Area.
- 2.5 The Grantee will at its cost and without any contribution from the Grantor:
- 2.5.1 keep the Easement Area in good order, condition and repair; and
- 2.5.2 keep the Easement Area in a clean and tidy condition.
- 2.6 The Grantee must obtain the Grantor's prior written agreement before carrying out any repair, maintenance or upgrade to the track on the Easement Area. The Grantee must comply with any conditions of the Grantor's consent.
- 2.7 Neither party may incur expense or enter into any obligation on the other's behalf.
- 2.8 The Grantee must ensure that all machinery, tools and equipment used to maintain, repair or upgrade the easement, is steamed cleaned and weed-free prior to being taken onto the Easement Area.
- 2.9 The Grantee must ensure that all gravel and other materials used to maintain, repair or upgrade the Easement Area are from a weed free source.
- 2.10 The Grantee shall not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 2.11 The Grantee will not store hazardous materials on the Easement Area nor store other materials on the Easement Area where they may obstruct or create a nuisance.
- 2.12 The Grantee will not erect, nor place any structures on, under or over the Easement Area without the prior consent of the Grantor.
- 2.13 The Grantee will exercise the rights granted by this easement in a safe and reliable manner and must comply with the Health and Safety in Employment Act 1992 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this easement.

3. Grantee's acknowledgements

- 3.1 The Grantee acknowledges that, despite this Deed;
- c. The Grantor retains full and unrestricted rights to grant other rights and interests in respect of the Grantor's Land and the Easement Area; and
- d. For as long as the Grantor's Land remains subject to the Conservation Act 1987 the Grantor and members of the public have full and unencumbered access to pass and re-pass at all times across and along the Easement Area.

Handwritten signature and initials in blue ink, located at the bottom right of the page.

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

4. Dispute Resolution

- 4.1 If a dispute arises between the parties in connection with this easement the parties will, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.

5 Severability

- 5.1 If any part of this Deed is held by any court to be illegal, void, or unenforceable, that determination does not impair the enforceability of the remaining parts of this Deed, which remain in full force.

6 Delegation

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

7 Notices

- 7.1 Any notice to be given under this Deed is to be in writing and, unless clause [insert clause no] of the Ngāti Mākino Deed of Settlement provides differently, may be made by personal delivery, fax or by pre paid post to the receiving party

- 7.2 Any such notice will be deemed to have been received:

7.1.1 in the case of personal delivery, on the date of delivery;

7.1.2 in the case of fax, on the date of dispatch;

7.1.3 in the case of post, on the third working day after posting.

- 7.3 The Grantee's address for notices under this clause is as follows:

[Insert the Grantee's address]

The Grantor's address for notices under this clause is as follows:

[Insert the Grantor's address]

8 Definitions and Interpretation

- 8.1 In this Deed unless the context otherwise requires:



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

"Deed" means this deed;

"Easement Area" means that part of the Grantor's Land over which the right of way under this Deed is granted as indicated in the attached plan and to be defined by survey plan [insert survey plan number];

"Grantee" also includes the registered proprietor of the Grantee's Land and any licensee, lessee, employee, agent, contractor, invitee, successor or assignee of the Grantee'

"Grantee's Land" means [insert details of Site once survey is completed];

"Grantor" also includes any other owners from time to time of the Grantor's land; and

"Grantor's Land" means [Part Section 1 SO 60652 subject to survey].

8.2 In the interpretation of this Deed, unless the context otherwise requires:

8.2.1 The headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Deed;

8.2.2 References to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and include substituted provisions that substantially correspond to those referred to; and

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

SIGNED as a Deed on [date]

SIGNED for and on behalf of **HER MAJESTY THE QUEEN** in right of New Zealand, as Grantor, by the Conservator for the East Coast/Bay of Plenty Conservancy acting for the Minister of Conservation under delegated authority in accordance with sections 57 & 58 of the Conservation Act 1987 and section 41 of the State Sector Act 1988.

Signature of Conservator for the
East Coast / Bay of Plenty Conservancy
[insert name]

Signature of Witness



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Name of Witness

Occupation of Witness

City/town of residence

SIGNED for and behalf of the Grantee,
TRUSTEES
OF NGĀTI MĀKINO IWI AUTHORITY]by

[to be inserted]

Signature of [insert name]

Signature of Witness

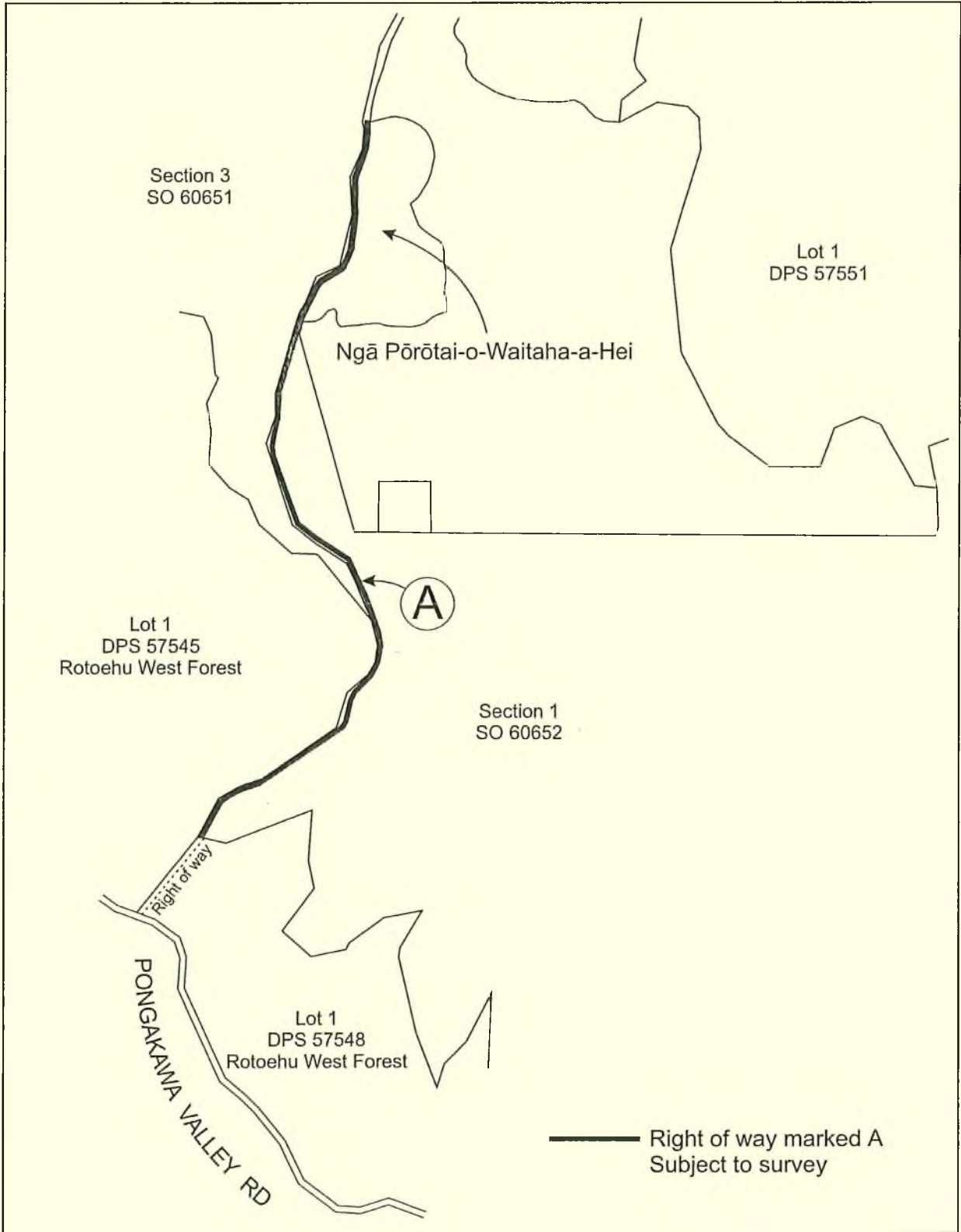
Name of Witness

Occupation of Witness

City/town of residence

DOCUMENTS SCHEDULE

8 ENCUMBRANCES



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

SUBPART D


ROTOEHU FOREST CENTRAL WANĀNGA SITE EASEMENT

HER MAJESTY THE QUEEN

THE TRUSTEES OF
NGĀTI MĀKINO IWI AUTHORITY

DEED GRANTING A RIGHT OF WAY OVER
ROTOEHU CONSERVATION FOREST

(Clause 5.15.2)


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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

THIS DEED is made

BETWEEN

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation (the **Grantor**)

AND

THE TRUSTEES OF NGĀTI MĀKINO IWI AUTHORITY (the **Grantee**)

BACKGROUND:

- C. The Grantee wishes to enter upon and cross the Grantor's Land for the purpose of gaining access to and egress from the Grantee's Land.
- D. The Grantor has agreed to allow the Grantee to enter upon and cross the Grantor's Land, for the purposes of enabling the Grantee to gain access to and egress from the Grantee's Land on the terms and conditions set out in this Deed.

TERMS OF THIS DEED

1. Grant Right of Access

1.1 Under clause [insert clause no] of the Deed of Settlement dated [] between the Grantor and Ngāti Mākino (the "Deed of Settlement") and section [] of [Insert the name of the Settlement Legislation] the Grantor grants to the Grantee a right of way over the Easement Area and that right of way shall be forever appurtenant to the Grantee's Land. The Easement Area is ["A" on the diagram attached (to be defined by survey plan)]. The rights and obligations implied in easements by the 5th Schedule to the Property Law Act 2007 and the Fourth Schedule to the Land Transfer Regulations 2002 apply to this easement **EXCEPT** to the extent set out in this easement.

2. Rights and Obligations

- 2.1 The Grantee has the right to pass and re-pass at all times, with or without vehicles, but excluding animals except with the prior consent of the Grantor along the Easement Area to give the Grantee access to the Grantee's Land.
- 2.2 In exercising the rights under 2.1 the Grantee must comply strictly with all reasonable

DOCUMENTS SCHEDULE


8 ENCUMBRANCES

conditions that may be imposed from time to time by the Grantor or other lawful authority.

- 2.3 The Grantee will not cut down or damage any vegetation; or damage any natural feature or historic resource on the Easement Area; or light any fire on the Easement Area without the prior consent of the Grantor.
- 2.4 Subject to clauses 2.5 – 2.9, the Grantee has the right, at the cost of the Grantee, to repair, maintain and upgrade the track on the Easement Area.
- 2.5 The Grantee will at its cost and without any contribution from the Grantor:
- 2.5.1 keep the Easement Area in good order, condition and repair; and
- 2.5.2 keep the Easement Area in a clean and tidy condition.
- 2.6 The Grantee must obtain the Grantor's prior written agreement before carrying out any repair, maintenance or upgrade to the track on the Easement Area. The Grantee must comply with any conditions of the Grantor's consent.
- 2.7 Neither party may incur expense or enter into any obligation on the other's behalf.
- 2.8 The Grantee must ensure that all machinery, tools and equipment used to maintain, repair or upgrade the easement, is steamed cleaned and weed-free prior to being taken onto the Easement Area.
- 2.9 The Grantee must ensure that all gravel and other materials used to maintain, repair or upgrade the Easement Area are from a weed free source.
- 2.10 The Grantee shall not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 2.11 The Grantee will not store hazardous materials on the Easement Area nor store other materials on the Easement Area where they may obstruct or create a nuisance.
- 2.12 The Grantee will not erect, nor place any structures on, under or over the Easement Area without the prior consent of the Grantor.
- 2.13 The Grantee will exercise the rights granted by this easement in a safe and reliable manner and must comply with the Health and Safety in Employment Act 1992 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this easement.

3. Grantee's acknowledgements

- 3.1 The Grantee acknowledges that, despite this Deed;
- a. The Grantor retains full and unrestricted rights to grant other rights and interests in respect of the Grantor's Land and the Easement Area; and



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

- b. For as long as the Grantor's Land remains subject to the Conservation Act 1987 the Grantor and members of the public have full and unencumbered access to pass and re-pass at all times across and along the Easement Area.

4. Dispute Resolution

- 4.1 If a dispute arises between the parties in connection with this easement the parties will, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.

5 Severability

- 5.1 If any part of this Deed is held by any court to be illegal, void, or unenforceable, that determination does not impair the enforceability of the remaining parts of this Deed, which remain in full force.

6 Delegation

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

7 Notices

- 7.1 Any notice to be given under this Deed is to be in writing and unless clause [insert clause no] of the Ngāti Mākino Deed of Settlement provides differently, may be made by personal delivery, fax or by pre paid post to the receiving party

- 7.2 Any such notice will be deemed to have been received:

7.1.1 in the case of personal delivery, on the date of delivery;

7.1.2 in the case of fax, on the date of dispatch;

7.1.3 in the case of post, on the third working day after posting.

- 7.3 The Grantee's address for notices under this clause is as follows:

[Insert the Grantee's address]

The Grantor's address for notices under this clause is as follows:

[Insert the Grantor's address]

 
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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

8 Definitions and Interpretation

8.1 In this Deed unless the context otherwise requires:

"Deed" means this deed;

"Easement Area" means that part of the Grantor's Land over which the right of way under this Deed is granted as indicated in the attached plan and to be defined by survey plan [insert survey plan number];

"Grantee" also includes the registered proprietor of the Grantee's Land and any licensee, lessee, employee, agent, contractor, invitee, successor or assignee of the Grantee'

"Grantee's Land" means [insert details of Site once survey is completed];

"Grantor" also includes any other owners from time to time of the Grantor's land; and

"Grantor's Land" means [Part Section 1 SO 60652 subject to survey].

8.2 In the interpretation of this Deed, unless the context otherwise requires:

8.2.1 The headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Deed;

8.2.2 References to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and include substituted provisions that substantially correspond to those referred to; and

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

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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

SIGNED as a Deed on [date]

SIGNED for and on behalf of HER MAJESTY THE QUEEN in right of New Zealand, as Grantor, by the Conservator for the [insert name] Conservancy acting for the Minister of Conservation under delegated authority in accordance with sections 57 & 58 of the Conservation Act 1987 and section 41 of the State Sector Act 1988.

Signature of Conservator for the
East Coast / Bay of Plenty Conservancy
[insert name]

Signature of Witness

Name of Witness

Occupation of Witness

City/town of residence



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

SIGNED for and behalf of the Grantee,
the trustees of Ngāti Mākino Iwi Authority by
[to be inserted]

Signature of [insert name]

Signature of Witness

Name of Witness

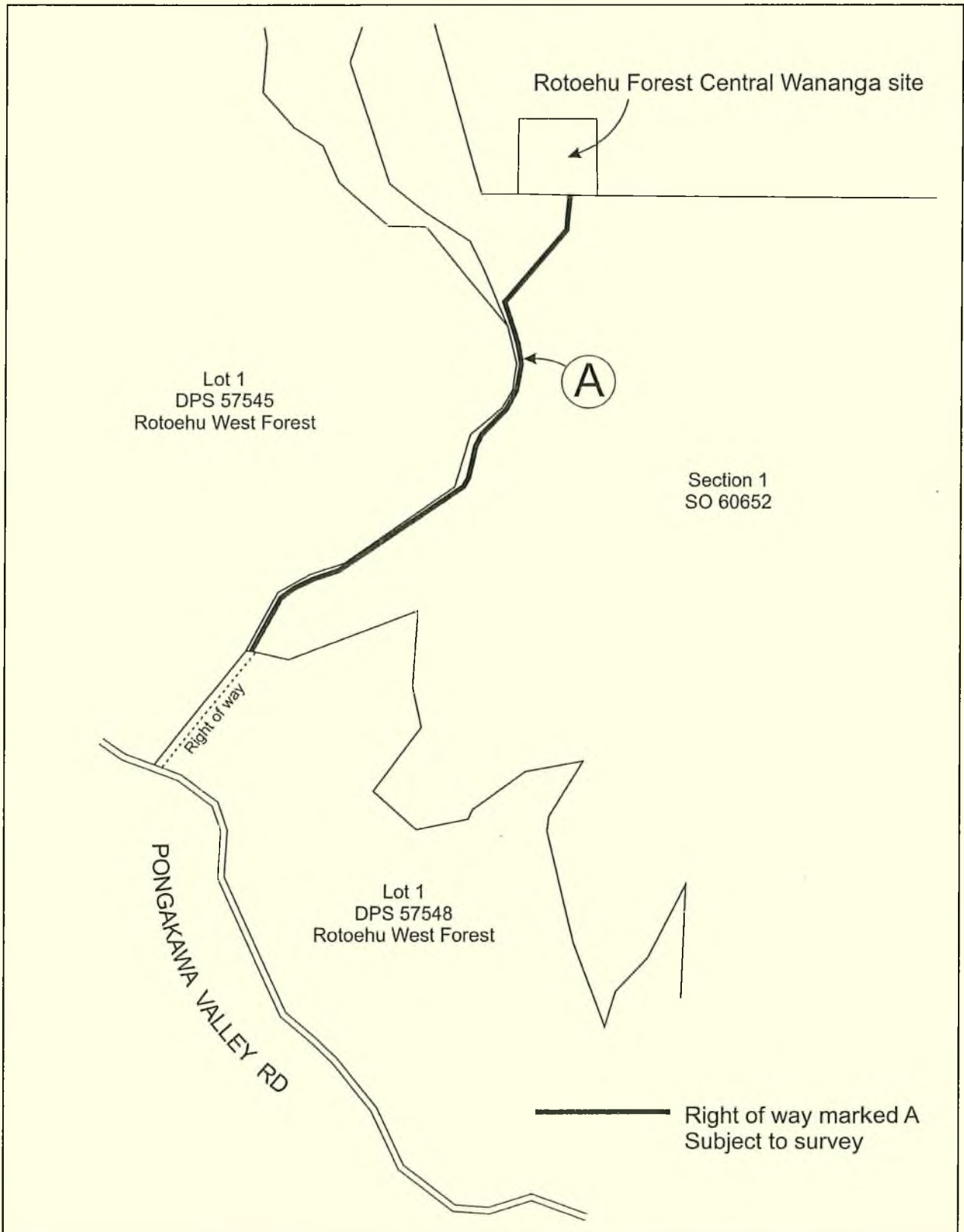
Occupation of Witness

City/town of residence



DOCUMENTS SCHEDULE

8 ENCUMBRANCES



[Handwritten signature] NB

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

SUBPART E


TE KŌHANGA EASEMENT

HER MAJESTY THE QUEEN

THE TRUSTEES OF
NGĀTI MĀKINO IWI AUTHORITY

DEED GRANTING A RIGHT OF WAY OVER
ROTOEHU CONSERVATION FOREST

(Clause 5.15.3)

 NB

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

THIS DEED is made

BETWEEN

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation (the **Grantor**)

AND

THE TRUSTEES OF NGĀTI MĀKINO IWI AUTHORITY (the **Grantee**)

BACKGROUND:

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


TERMS OF THIS DEED

1. **Grant Right of Access**

1.1 Under clause [insert clause no] of the Deed of Settlement dated [] between the Grantor and Ngāti Mākino (the "Deed of Settlement") and section [] of [Insert the name of the Settlement Legislation] the Grantor grants to the Grantee a right of way over the Easement Area and that right of way shall be forever appurtenant to the Grantee's Land. The Easement Area is ["A" and "B" on the diagram attached (to be defined by survey plan) and "A" on SO379094] (to be defined by survey plan). The rights and obligations implied in easements by the 5th Schedule to the Property Law Act 2007 and the Fourth Schedule to the Land Transfer Regulations 2002 apply to this easement EXCEPT to the extent set out in this easement.

2. **Rights and Obligations**

- 2.1 The Grantee has the right to pass and re-pass at all times, with or without vehicles, but excluding animals except with the prior consent of the Grantor along the Easement Area to give the Grantee access to the Grantee's Land.
- 2.2 In exercising the rights under 2.1 the Grantee must comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority.
- 2.3 The Grantee will not cut down or damage any vegetation; or damage any natural feature or historic resource on the Easement Area; or light any fire on the Easement Area without the prior consent of the Grantor.



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

- 2.4 Subject to clauses 2.5 – 2.9, the Grantee has the right, at the cost of the Grantee, to repair, maintain and upgrade the track on the Easement Area.
- 2.5 The Grantee will at its cost and without any contribution from the Grantor:
- 2.5.1 keep the Easement Area in good order, condition and repair; and
- 2.5.2 keep the Easement Area in a clean and tidy condition.
- 2.6 The Grantee must obtain the Grantor's prior written agreement before carrying out any repair, maintenance or upgrade to the track on the Easement Area. The Grantee must comply with any conditions of the Grantor's consent.
- 2.7 Neither party may incur expense or enter into any obligation on the other's behalf.
- 2.8 The Grantee must ensure that all machinery, tools and equipment used to maintain, repair or upgrade the easement, is steamed cleaned and weed-free prior to being taken onto the Easement Area.
- 2.9 The Grantee must ensure that all gravel and other materials used to maintain, repair or upgrade the Easement Area are from a weed free source.
- 2.10 The Grantee shall not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 2.11 The Grantee will not store hazardous materials on the Easement Area nor store other materials on the Easement Area where they may obstruct or create a nuisance.
- 2.12 The Grantee will not erect, nor place any structures on, under or over the Easement Area without the prior consent of the Grantor.
- 2.13 The Grantee will exercise the rights granted by this easement in a safe and reliable manner and must comply with the Health and Safety in Employment Act 1992 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this easement.
- 3. Grantee's acknowledgements**
- 3.1 The Grantee acknowledges that, despite this Deed;
- 3.1.1 The Grantor retains full and unrestricted rights to grant other rights and interests in respect of the Grantor's Land and the Easement Area; and
- 3.1.2 For as long as the Grantor's Land remains subject to the Conservation Act 1987 the Grantor and members of the public have full and unencumbered access to pass and re-pass at all times across and along the Easement Area.



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

4. Dispute Resolution

- 4.1 If a dispute arises between the parties in connection with this easement the parties will, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.

5. Severability

- 5.1 If any part of this Deed is held by any court to be illegal, void, or unenforceable, that determination does not impair the enforceability of the remaining parts of this Deed, which remain in full force.

6. Delegation

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

7. Notices

- 7.1 Any notice to be given under this Deed is to be in writing and, unless clause [insert clause no] of the Ngāti Māhino Deed of Settlement provides differently, may be made by personal delivery, fax or by pre paid post to the receiving party

- 7.2 Any such notice will be deemed to have been received:

7.2.1 in the case of personal delivery, on the date of delivery;

7.2.2 in the case of fax, on the date of dispatch;

7.2.3 in the case of post, on the third working day after posting.

- 7.3 The Grantee's address for notices under this clause is as follows:

[Insert the Grantee's address]

The Grantor's address for notices under this clause is as follows:

[Insert the Grantor's address]

8. Definitions and Interpretation

- 8.1 In this Deed unless the context otherwise requires:

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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

"Deed" means this deed;

"Easement Area" means that part of the Grantor's Land over which the right of way under this Deed is granted as indicated in the attached plan and to be defined by survey plan [insert survey plan number];

"Grantee" also includes the registered proprietor of the Grantee's Land and any licensee, lessee, employee, agent, contractor, invitee, successor or assignee of the Grantee;

"Grantee's Land" means [insert details of Site once survey is completed];

"Grantor" also includes any other owners from time to time of the Grantor's land; and

"Grantor's Land" means [Part Section 1 SO 60652 subject to survey].

8.2 In the interpretation of this Deed, unless the context otherwise requires:

8.2.1 The headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Deed;

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



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

SIGNED as a Deed on [date]

SIGNED for and on behalf of HER MAJESTY THE QUEEN in right of New Zealand, as Grantor, by the Conservator for the East Coast/Bay of Plenty Conservancy acting for the Minister of Conservation under delegated authority in accordance with sections 57 & 58 of the Conservation Act 1987 and section 41 of the State Sector Act 1988.

Signature of Conservator for the
East Coast / Bay of Plenty Conservancy
[insert name]

Signature of Witness

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Name of Witness

Occupation of Witness

City/town of residence

SIGNED for and behalf of the Grantee,
the trustees of Ngāti Mākino Iwi Authority by
[to be inserted]

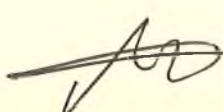

Signature of [insert name]

Signature of Witness

Name of Witness

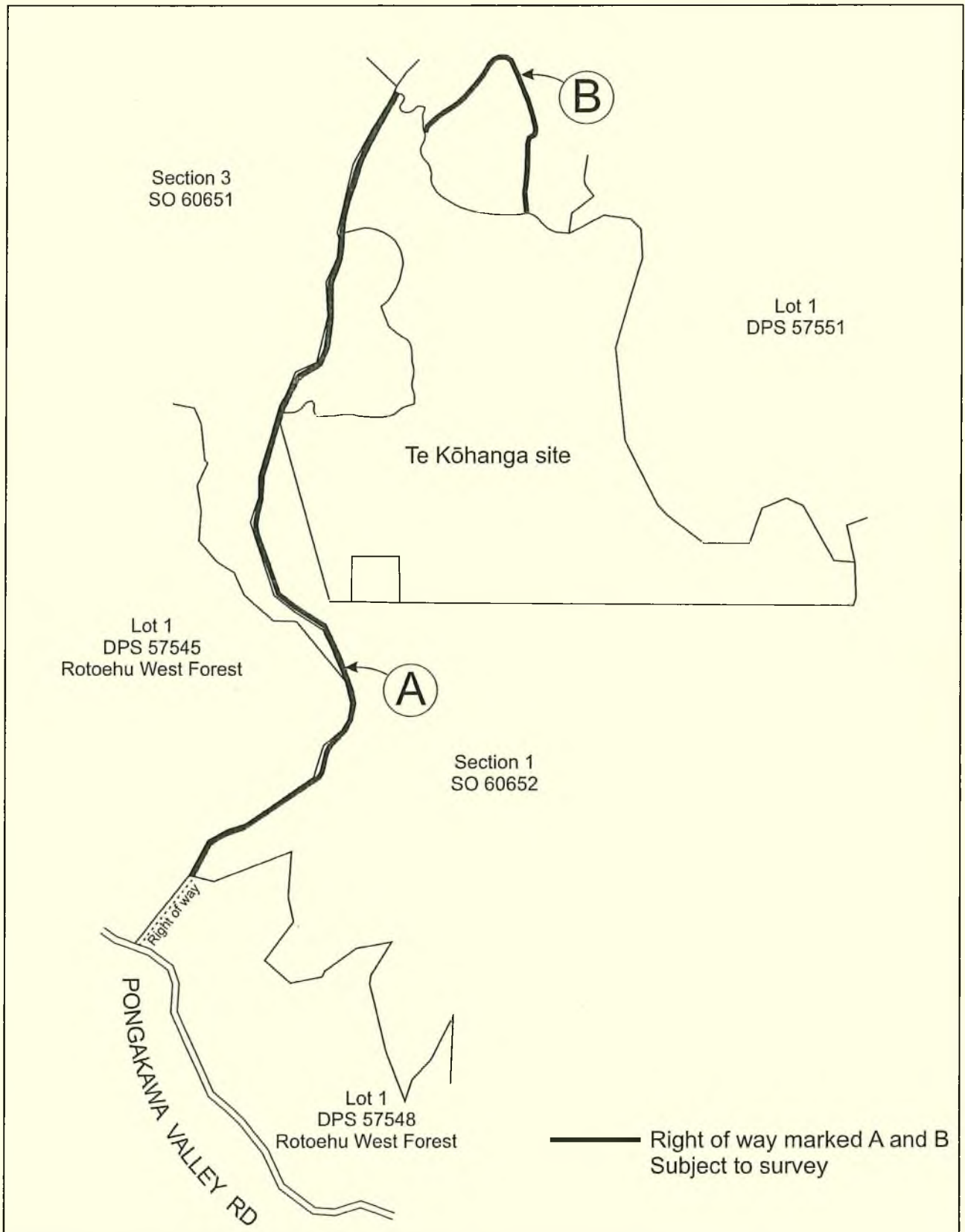
Occupation of Witness

City/town of residence

 
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DOCUMENTS SCHEDULE

8 ENCUMBRANCES



MB

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

SUBPART F

LICENSED LAND EASEMENTS

Types A, B, C & D

(Clause 6.3.3)



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Easement Type A

Form 3
Easement instrument to grant easement or *profit à prendre*,
or create land covenant
 [Clause 6.3.2(a)]
 Sections 90A and 90F Land Transfer Act 1952

Land Registration District

[]

BARCODE

[]

Grantor

Surname must be underlined

[Name of Ngāi Māhino governance entity to be inserted]

Grantee

Surname must be underlined

Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation

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

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

Dated this day of 20 []

Attestation

	Signed in my presence by the Grantor
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed):- Witness name Occupation Address
Signature (Common Seal) of Grantor	
	Signed in my presence by the Grantee
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed):- Witness name Occupation Address
Signature (Common Seal) of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952

[]

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified Consent Form must be used.



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Form 3 - continued

Annexure Schedule 1

Easement Instrument

Dated

Page 2 of 2 Pages

Schedule A			
Continue in additional Annexure Schedule, if required			
Purpose (Nature and extent) of easement, profit or covenant	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant Tenement (Identifier/CT or in gross)
Right of Way	[to be inserted]	[to be inserted]	In gross

Easements or *potius à prendre* rights and powers (including terms, covenants and conditions) *Delete phrases in [] and insert memorandum number as required*
Continue in additional Annexure Schedule, if required

Unless otherwise provided below, the Rights and Powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule to the Property Law Act 1952

The implied rights and powers are hereby [varied] [~~negated~~] [~~added to~~] or [~~substituted~~] by:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952],

[the provisions set out in Annexure Schedule 2]

Covenant Provisions *Delete phrases in [] and insert Memorandum number as required*
Continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952],

[Annexure Schedule 2]

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

 NB

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of instrument

Easement – Type A Dated Page of Pages

Continue in additional Annexure Schedule, if required.

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Easement Instrument, unless the context otherwise requires:

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

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Grantor's Land and includes the successors and assigns of the Crown Forestry Licensee;]

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

"**Her Majesty the Queen** in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

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

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

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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of instrument

Easement – Type A

Dated

Page

of

Pages

Continue in additional Annexure Schedule, if required.

2 GRANT OF ACCESS RIGHTS

- 2.1 The Grantor hereby grants to the Grantee a right of way in gross over that part of the Grantor's Land shown marked [insert details] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.
- 2.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall duly observe the obligations imposed on it under this Easement Instrument.

3 OBLIGATIONS OF THE GRANTEE

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

- 3.1 The Grantee shall when passing or repassing over the Grantor's Land:
- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
- 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;
- 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
- 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;

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

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

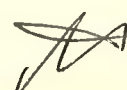
Insert type of instrument

Easement – Type A Dated Page of Pages

Continue in additional Annexure Schedule, if required.

- 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):
- (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.

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

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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule


Insert type of instrument

Easement – Type A Dated Page of Pages

Continue in additional Annexure Schedule, if required.

- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
 - 3.7.1 widen the road; or
 - 3.7.2 alter the location of the road; or
 - 3.7.3 alter the way in which the run-off from the road is disposed of; or
 - 3.7.4 change the nature of the road surface; or
 - 3.7.5 park or store equipment or material on the Grantor's Land,without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise

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

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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of instrument

Easement – Type A Dated Page of Pages

Continue in additional Annexure Schedule, if required.

such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.

3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.

3.11 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

4 GRANTOR'S RIGHTS

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

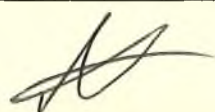

5 COSTS

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

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

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantor's Land and this Easement Instrument is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Easement Instrument.

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

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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of instrument

Easement – Type A Dated Page of Pages

Continue in additional Annexure Schedule, if required.

7 ASSIGNMENT

7.1 The Grantee may assign its rights and obligations under this Easement Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Easement Instrument as the means of providing reasonable access to that land:

7.1.1 any Crown entity as defined in section 2(1) of the Public Finance Act 1989;

7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

7.1.3 any person who holds the land in trust for the Grantee; or


7.1.4 any other person with the prior consent of the Grantor, which shall not be unreasonably withheld.

7.2 As from the date of assignment the Grantee shall cease to have any liability whatsoever in respect of this Easement Instrument and the Grantor agrees to release the Grantee from all obligations under this Easement Instrument from that date, but only if the assignee enters into a deed of covenant with the Grantor agreeing to be bound by the terms of this Easement Instrument from the date of release of the Grantee.

8 DELEGATION

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

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

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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of instrument

Easement – Type A

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Continue in additional Annexure Schedule, if required.

9 NOTICES

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

9.1.1 the Grantor's address as set out in paragraph 1 of the First Schedule; and

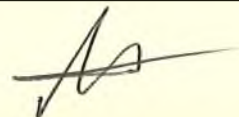
9.1.2 the Grantee's address as set out in paragraph 2 of the First Schedule.

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

10 SEVERABILITY

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

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



NB

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of instrument

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Dated

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Continue in additional Annexure Schedule, if required.

Continuation of "Attestation"

Signed for and on behalf of the trustees of Ngāti Mākino Iwi Authority as Grantor by:

In the presence of:

Name:
Occupation:
Address:

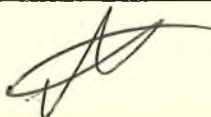
Signed for and on behalf of **HER MAJESTY THE QUEEN** as Grantee by

Conservator for the East Coast Bay of Plenty Conservancy acting for the Minister of Conservation under delegated authority pursuant to sections 57 and 58 of the Conservation Act 1987 and section 41 of the State Sector Act 1988

In the presence of:

Name:
Occupation:
Address:

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

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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of instrument

Easement – Type A

Dated

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of

Pages

Continue in additional Annexure Schedule, if required.

SCHEDULE

1 GRANTOR'S ADDRESS:

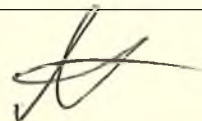
The Trustees of Ngāti Mākino Iwi Authority

c/- Ngati Makino Heritage Trust
PO Box 479
TE PUKE 3153.

2 GRANTEE'S ADDRESS:

Department of Conservation
East Coast Bay of Plenty Conservancy
99 Sala Street
PO Box 1146
ROTORUA

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



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Easement Type B

Date

PARTIES

- 1 HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation (the "Grantor")
- 2 THE TRUSTEES OF NGĀTI MĀKINO IWI AUTHORITY (the "Grantee")

BACKGROUND

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

BY THIS DEED IT IS AGREED AND DECLARED as follows:

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In this Deed, unless the context otherwise requires:

"**Commencement Date**" means the date first written above;

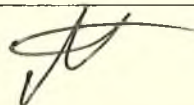
"**Deed**" means this deed, the Background and the Schedule annexed hereto;

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

"**Grantor**" also includes the other registered proprietors from time to time of the Grantor's Land;

"**Grantee's Land**" means the land described in paragraph 3 of the First Schedule;

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



NB

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

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

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

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

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

1.2 Construction

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

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Deed;

1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Deed;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and include substituted provisions that substantially correspond to those referred to; and

1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

2.1 Pursuant to section [*enter appropriate section and title of settlement legislation*] the Grantor hereby grants to the Grantee a right of way over that part of the Grantor’s Land shown marked [] on DP [] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Deed to the intent that the easement shall be forever appurtenant to the Grantee’s Land as set out in the First Schedule.

2.2 In consideration of the Grantor agreeing to enter into this Deed the Grantee shall duly observe the obligations imposed on it under this Deed.

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

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

3 OBLIGATIONS OF THE GRANTEE

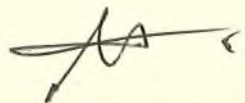
The rights and powers conferred under clause 2 of this Deed are granted subject to the following conditions and obligations:

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

- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
- 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor provided that the Grantee shall be permitted, without limitation to use any class of vehicle which is ordinarily used in a production forest (including, but not limited to, haulers and heavy logging trucks);
- 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
- 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any vegetation on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):
 - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.

3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.

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

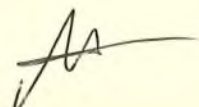


DOCUMENTS SCHEDULE

8 ENCUMBRANCES

- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs shall not purport to close the road or restrict public access to the Grantor's Land, are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.
- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Deed that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
 - 3.7.2 alter the location of the road; or
 - 3.7.3 alter the way in which the run-off from the road is disposed of; or
 - 3.7.4 change the nature of the road surface; or
 - 3.7.5 park or store equipment or material on the Grantor's Land,
- without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

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

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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any vegetation on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor.
- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
- 3.11 The Grantee shall comply at all times with all statutes and regulations, in particular the Conservation Act 1987 and the Acts in its First Schedule where relevant, and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed. Provided that pursuant to section [*enter appropriate section and title of settlement legislation*], this easement will be enforceable in accordance with its terms, notwithstanding Part 3B of the Conservation Act 1987.

4 GRANTOR'S RIGHTS

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

5 COSTS

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

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



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

6 LICENCE

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

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

7 REGISTRATION

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

8 DELEGATION

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

9 NOTICES

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

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

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

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

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

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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

10 SEVERABILITY

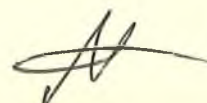
If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Deed, which shall remain in full force.

11 DISPUTES RESOLUTION

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

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

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



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

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

Signed for and on behalf of **HER MAJESTY THE QUEEN** as Grantor by

Conservator for the East Coast Bay of Plenty Conservancy acting for the Minister of Conservation under delegated authority pursuant to sections 57 and 58 of the Conservation Act 1987 and section 41 of the State Sector Act 1988

In the presence of:

Name:

Occupation:

Address:

Signed for and on behalf of the trustees of Ngāti Mākino Iwi Authority as Grantee by:

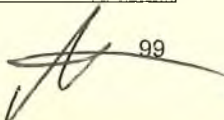
in the presence of:

Name:

Occupation:

Address:

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

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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

FIRST SCHEDULE

1. GRANTOR'S LAND:

[enter details]

2. GRANTOR'S ADDRESS:

Department of Conservation
East Coast Bay of Plenty Conservancy
99 Sala Street
PO Box 1146
ROTORUA

3. GRANTEE'S LAND:

[enter details]

4. GRANTEE'S ADDRESS:

The trustees of Ngāti Mākino Iwi Authority
C/- Ngati Makino Heritage Trust
PO Box 479
TE PUKE 3153.

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

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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Easement Type C

Form 3

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

[Clause 6.3.2(b)]

Sections 90A and 90F Land Transfer Act 1952

Land Registration District <input type="text"/>	BARCODE <input type="text"/>
--	---------------------------------

Grantor *Surname must be underlined*

Grantee *Surname must be underlined*

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

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


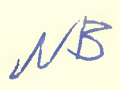
Dated this day of 20

Attestation	
<input type="text"/>	Signed in my presence by the Grantor
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed):- Witness name Occupation Address
Signature [Common Seal] of Grantor	
<input type="text"/>	Signed in my presence by the Grantee
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed):- Witness name Occupation Address
Signature [Common Seal] of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified Consent Form must be used.

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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Form 3 - continued

Annexure Schedule 1

Easement Instrument

Dated

Page 2 of 2 Pages

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement, profit or covenant	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant Tenement (Identifier/CT or in gross)
Right of Way	[to be inserted]	[to be inserted]	[[Identifier to be inserted]

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

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

Unless otherwise provided below, the Rights and Powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule to the Property Law Act 1952

The implied rights and powers are hereby [varied] [~~negatived~~] [~~added to~~] or [~~substituted~~] by:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].

[the provisions set out in Annexure Schedule 2]

Covenant Provisions

Delete phrases in [] and insert Memorandum number as required
Continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].

[Annexure Schedule 2]

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

NB

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of instrument

Easement – Type C

Dated

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Pages

Continue in additional Annexure Schedule, if required.

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Easement Instrument, unless the context otherwise requires:

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

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Grantor's Land and includes the successors and assigns of the Crown Forestry Licensee;]

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

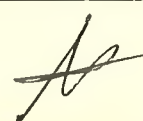
"**Her Majesty the Queen** in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

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

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

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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of instrument

Easement – Type C

Dated

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of

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Continue in additional Annexure Schedule, if required.

2 GRANT OF ACCESS RIGHTS

2.3 The Grantor hereby grants to the Grantee a right of way over that part of the Grantor's Land shown marked [insert details] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument to the intent that the easement shall be forever appurtenant to the Grantee's Land.

2.4 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall duly observe the obligations imposed on it under this Easement Instrument.

3 OBLIGATIONS OF THE GRANTEE

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

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

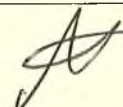
3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;

3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;

3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;

3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;

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

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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of instrument

Easement – Type C Dated Page of Pages

Continue in additional Annexure Schedule, if required.

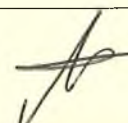
- 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):
 - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.

- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.

- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.

- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.

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

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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of instrument

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Continue in additional Annexure Schedule, if required.

3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.

3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.

3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:

3.7.1 widen the road; or

3.7.2 alter the location of the road; or

3.7.3 alter the way in which the run-off from the road is disposed of; or

3.7.4 change the nature of the road surface; or

3.7.5 park or store equipment or material on the Grantor's Land,

without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise

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



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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of instrument

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Continue in additional Annexure Schedule, if required.

such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.

- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
- 3.11 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

4 GRANTOR'S RIGHTS

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

5 COSTS

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

6 LICENCE [this clause will be omitted if there is no crown forestry licence at the time this easement is granted]

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantor's Land and this Easement Instrument is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Easement Instrument.

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

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8 ENCUMBRANCES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of instrument

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Continue in additional Annexure Schedule, if required.

7 DELEGATION

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

8 NOTICES

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

8.1.1 the Grantor's address as set out in paragraph 1 of the First Schedule; and

8.1.2 the Grantee's address as set out in paragraph 2 of the First Schedule.

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

9 SEVERABILITY

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

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

[Signature] 108 [Signature]

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of instrument

Easement – Type C

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of

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Continue in additional Annexure Schedule, if required.

Continuation of "Attestation"

Signed for and on behalf of the trustees of Ngāti Mākino Iwi Authority as Grantor by:

In the presence of:

Name:
Occupation:
Address:

Signed for and on behalf of **HER MAJESTY THE QUEEN** as Grantee by

Conservator for the East Coast Bay of Plenty Conservancy acting for the Minister of Conservation under delegated authority pursuant to sections 57 and 58 of the Conservation Act 1987 and section 41 of the State Sector Act 1988

In the presence of:

Name:
Occupation:
Address:

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

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of instrument

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Continue in additional Annexure Schedule, if required.

SCHEDULE

1 GRANTOR'S ADDRESS:

The trustees of Ngāti Mākino Iwi Authority

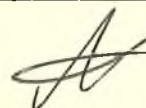
C/- Ngati Makino Heritage Trust

PO Box 479,
TE PUKE 3153.

2 GRANTEE'S ADDRESS:

Department of Conservation
East Coast Bay of Plenty Conservancy
99 Sala Street
PO Box 1146
ROTORUA

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



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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Easement Type D

Form 3
Easement instrument to grant easement or *profit à prendre*,
or create land covenant
 [Clause 6.3.2(a)]
 Sections 90A and 90F Land Transfer Act 1952

Land Registration District

BARCODE

Grantor *Surname must be underlined*
 Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation

Grantee *Surname must be underlined*
 [insert the names of the trustees of Ngāi Māhino Iwi Authority]

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

Dated this day of 20

Attestation	
Signature [Common seal] of Grantor	Signed in my presence by the Grantor _____ Signature of Witness Witness to complete in BLOCK letters (unless legibly printed):- Witness name Occupation Address
	Signed in my presence by the Grantee _____ Signature of Witness Witness to complete in BLOCK letters (unless legibly printed):- Witness name Occupation Address
Signature [Common Seal] of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952

 [Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified Consent Form must be used.

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Form 3 - continued

Annexure Schedule 1

Easement Instrument

Dated

Page 2 of 2 Pages

Schedule A			
<i>Continue in additional Annexure Schedule, if required</i>			
Purpose (Nature and extent) of easement, profit or covenant	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant Tenement (Identifier/CT or in gross)
Right of Way	[to be inserted]	[to be inserted]	In gross

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

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

Unless otherwise provided below, the Rights and Powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule to the Property Law Act 1952

The implied rights and powers are hereby [varied] [~~negative~~] [~~added to~~] or [~~substituted~~] by:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].

[the provisions set out in Annexure Schedule 2]

Covenant Provisions

*Delete phrases in [] and insert Memorandum number as required
Continue in additional Annexure Schedule, if required*

The provisions applying to the specified covenants are those set out in:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].

[Annexure Schedule 2]

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



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of instrument

Easement – Type D Dated Page of Pages

Continue in additional Annexure Schedule, if required.

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Easement Instrument, unless the context otherwise requires:

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

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Grantor's Land and includes the successors and assigns of the Crown Forestry Licensee;]

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

1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

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

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



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Approved by the Registrar-General of Land under number 2003/5041

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Insert type of instrument

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Continue in additional Annexure Schedule, if required.

2 GRANT OF ACCESS RIGHTS

2.1 Pursuant to section [*enter appropriate section and title of the settlement legislation*] the Grantor hereby grants to the Grantee a right of way over that part of the Grantor's Land shown marked [insert details] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument to the intent that the easement shall be forever appurtenant to the Grantee's Land.

2.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall duly observe the obligations imposed on it under this Easement Instrument.

3 OBLIGATIONS OF THE GRANTEE

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

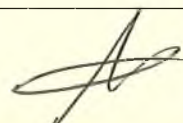
3.1 The Grantee shall when passing or repassing over the Grantor's Land:

3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;

3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor provided the Grantee shall be permitted, without limitation to use any class of vehicle which is ordinarily used in a production forest (including, but not limited to, haulers and heavy logging trucks);

3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;

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



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

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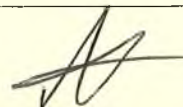
of

Pages

Continue in additional Annexure Schedule, if required.

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

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

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8 ENCUMBRANCES

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Continue in additional Annexure Schedule, if required.

Grantor's Land, are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.

3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.

3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.

3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:

3.7.1 widen the road; or

3.7.2 alter the location of the road; or

3.7.3 alter the way in which the run-off from the road is disposed of; or


3.7.4 change the nature of the road surface; or

3.7.5 park or store equipment or material on the Grantor's Land,

without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

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

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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

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Annexure Schedule

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Continue in additional Annexure Schedule, if required.

3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any vegetation on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor.

3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.

3.11 The Grantee shall comply at all times with all statutes and regulations, in particular the Conservation Act 1987 and the Acts in its First Schedule where relevant, and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument. Provided that pursuant to section **[enter appropriate section and title of settlement legislation]**, this easement will be enforceable in accordance with its terms, notwithstanding Part 3B of the Conservation Act 1987.

4 GRANTOR'S RIGHTS

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

5 COSTS

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

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

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DOCUMENTS SCHEDULE

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Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule

Insert type of instrument

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Continue in additional Annexure Schedule, if required.

6 LICENCE [this clause will be omitted if there is no crown forestry licence at the time this easement is granted]

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

7 DELEGATION

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

8 NOTICES

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

8.1.1 the Grantor’s address as set out in paragraph 1 of the First Schedule; and

8.1.2 the Grantee’s address as set out in paragraph 2 of the First Schedule.

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

9 SEVERABILITY

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

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

Handwritten signature and initials 'NB' next to the page number 118.

DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Approved by the Registrar-General of Land under number 2003/5041

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Continue in additional Annexure Schedule, if required.

Continuation of "Attestation"

Signed for and on behalf of **HER MAJESTY THE QUEEN** as Grantor
by

Conservator for the East Coast Bay of Plenty Conservancy acting for the Minister of Conservation under delegated authority pursuant to sections 57 and 58 of the Conservation Act 1987 and section 41 of the State Sector Act 1988

In the presence of:

Name:
Occupation:
Address:

Signed for and on behalf of the trustees of Ngāti Mākino Iwi Authority as Grantee by:

In the presence of:

Name:

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



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

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Occupation:

Address:

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Annexure Schedule

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Continue in additional Annexure Schedule, if required.

SCHEDULE


1 GRANTOR'S ADDRESS:

Department of Conservation
East Coast Bay of Plenty Conservancy
99 Sala Street
PO Box 1146
ROTORUA

2 GRANTEE'S ADDRESS:

The trustees of Ngati Makino Iwi Authority
c/- Ngati Makino Heritage Trust
PO Box 479,
TE PUKE 3153.

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



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

SUBPART G

PUBLIC ACCESS DEED

(Clause 6.3.3)

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



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Form 3

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

Sections 90A and 90F Land Transfer Act 1952

Land Registration District

[Empty box for Land Registration District]

BARCODE

[Empty box for Barcode]

Grantor

Surname must be underlined

Her Majesty the Queen acting by and through the Minister of State Owned Enterprises and the Minister of Finance

Grantee

Surname must be underlined

Her Majesty the Queen acting by and through the Minister of Conservation

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

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

Dated this day of 20

Attestation

[Empty box for Grantor Signature]	Signed in my presence by the Grantor
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed):- Witness name Occupation Address
Signature [Common seal] of Grantor	
[Empty box for Grantee Signature]	Signed in my presence by the Grantee
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed):- Witness name Occupation Address
Signature [Common seal] of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952

[Empty box for Solicitor for the Grantee]

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified Consent Form must be used.

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

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DOCUMENTS SCHEDULE

8 ENCUMBRANCES

Form 3 - continued

Annexure Schedule 1

Easement Instrument

Dated

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Schedule A *Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement, profit or covenant	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant Tenement (Identifier/CT or in gross)
Right of Way	[to be inserted]	[to be inserted]	

Easements or *potius à prendre* rights and powers (including terms, covenants and conditions) *Delete phrases in [] and insert memorandum number as required
Continue in additional Annexure Schedule, if required*

Unless otherwise provided below, the Rights and Powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule to the Property Law Act 1952

The implied rights and powers are hereby [varied] [negated] [added to] or [substituted] by:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952],
[the provisions set out in Annexure Schedule 2]

Covenant Provisions *Delete phrases in [] and insert Memorandum number as required
Continue in additional Annexure Schedule, if required*

The provisions applying to the specified covenants are those set out in:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952],
[Annexure Schedule 2]

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

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PUBLIC RIGHT OF WAY

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In this Easement Instrument, unless the context otherwise requires:

"Crown Forestry Licence" means the Crown Forestry Licence in computer interest register [] between Her Majesty the Queen and the Licensee;

"Grantee" means Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation and also includes members of the general public; and

"Grantor" means Her Majesty the Queen in right of New Zealand acting by and through the Minister for State Owned Enterprises and the Minister of Finance pursuant to section 8 of the Crown Forest Assets Act 1989 and also includes the Grantor's successors in title of the Land.

"Land" means the land described in the Schedule and includes any part thereof;

"Licensee" means [] and also includes the assignees from time to time of the Licensee's interest under the Crown Forestry Licence;

"Occupier" means the Transferor and the Transferor's lessees, licensees and other occupiers;

1.2 Construction

In the construction of this Easement instrument unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;


1.2.2 references to clauses and the Schedule are to the clauses and the schedule of this Easement Instrument; and

1.2.3 the singular Includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

Subject to clause 4, the Grantor grants to the Grantee the free full right, liberty and licence to go and repass over and along the Land, on foot, for recreational purposes, provided that the Occupier may close or otherwise control the entry and the use of the Land only for reasons relating to:

2.1.1 the safety of the public or of those working on the Land;



DOCUMENTS SCHEDULE

8 ENCUMBRANCES

2.1.2 the protection of the trees, buildings, plant, equipment and related items on the Land; or

2.1.3 the protection of a registered wāhi tapu or a wāhi tapu area within the meaning of the Historic Places Act 1993.

3 ACKNOWLEDGEMENT

The Grantor and the Grantee or acknowledge that:

3.1.1 the Land is subject to the Crown Forestry Licence;

3.1.2 during the term of the Crown Forestry Licence, clause 6.2 of the Crown Forestry Licence allows the public to enter and use the Land for recreational purposes pursuant to [clause [] of the Ngati Makino Claims Settlement

4 ACCESS RIGHTS DELAYED

Notwithstanding clause 2 of this Easement Instrument:

4.1.1 the access rights granted under this Easement Instrument cannot be exercised in respect of any part of the Land until the Crown Forestry Licence in relation to that part of the Land ends (whether by expiry, cancellation or termination or any other reason);

4.1.2 the access rights will be effective immediately in relation to that part of the Land on such end of the Crown Forestry Licence; and

4.1.3 to the intent that when the Crown Forestry Licence no longer applies to the whole of the Land, subject to any closure or control measures for the purposes set out in paragraphs (a) to (c) of clause 2, the access rights may be exercised over all of the Land.

5 OCCUPIER NOT REQUIRED TO MAINTAIN ROAD

Nothing in this Easement Instrument requires the Occupier to maintain any road, track or other accessway on the Land.

EXECUTION

[]

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