

NGĀTI MANAWA
and
THE SOVEREIGN
In right of New Zealand

**SCHEDULE TO THE
DEED OF SETTLEMENT OF
THE HISTORICAL CLAIMS**


 *CP*
1

TABLE OF CONTENTS

INTRODUCTION	4
PART 1 - AHIKĀROA	9
PART 2 - PROTOCOLS	13
• DOC PROTOCOL	14
• FISHERIES PROTOCOL	34
• TAONGA TŪTURU PROTOCOL	50
• CROWN MINERALS PROTOCOL	62
PART 3 - STATUTORY ACKNOWLEDGEMENTS - STATUTORY AREAS	71
PART 4 - STATUTORY ACKNOWLEDGEMENTS - STATEMENTS OF ASSOCIATION	73
PART 5 - DEEDS OF RECOGNITION - DESCRIPTION OF AREAS	84
PART 6 - DEEDS OF RECOGNITION	86
• MINISTER OF CONSERVATION	87
• COMMISSIONER OF CROWN LANDS	96
PART 7 - POU RĀHUI SITES	104
PART 8 - NEW OFFICIAL GEOGRAPHIC NAMES	107
PART 9 - RFR DEED OVER CERTAIN QUOTA	109
PART 10 - CULTURAL REDRESS PROPERTIES AND NON-CULTURAL REDRESS PROPERTIES	121
PART 11 - FORMS OF CONSERVATION COVENANT	133
• TE TĀPIRI	134
• KĀRAMURAMU	146
• OKĀREA PĀ	159
PART 12 - KĀRAMURAMU EASEMENT	171
PART 13 - LEASES OF SCHOOL SITES	180
PART 14 - RFR DEED	201
PART 15 - DEFERRED SELECTION PROPERTIES - DESCRIPTION	223
PART 16 - LEASE OF MURUPARA POLICE STATION SITE	226



NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

PART 17 - DEFERRED SELECTION PROPERTIES - INTERPRETATION PROVISIONS FOR VALUATION PROCESS AND TERMS OF TRANSFER	251
PART 18 - DEFERRED SELECTION PROPERTIES - VALUATION PROCESS FOR JOINT VALUATION PROPERTIES	254
PART 19 - DEFERRED SELECTION PROPERTIES - TERMS OF TRANSFER	260
PART 20 - MISCELLANEOUS DETAILS	268
PART 21 - AREA OF INTEREST	270
PART 22 - DEED PLANS	272

A handwritten signature in the bottom right corner of the page, appearing to be 'Paul Brown'.

INTRODUCTION

Parts 1 to 22 of this schedule form part of the deed of settlement of the historical claims of Ngāti Manawa entered into between Ngāti Manawa and the Crown on 12 December 2009.

SIGNED for and on behalf of **THE SOVEREIGN IN RIGHT OF NEW ZEALAND** by the Minister for Treaty of Waitangi Negotiations and the Minister of Maori Affairs in the presence of:

) C. J. Finlayson
) Honourable Christopher Finlayson
) Pita R Sharples
) Honourable Dr Pita R Sharples

[Signature]
Signature of Witness

Witness Name: Te Ururoa Flavell
Occupation: Member of Parliament
Address: Wellington

SIGNED for and on behalf of **THE SOVEREIGN IN RIGHT OF NEW ZEALAND** by the Minister of Finance only in relation to the indemnities given in part 9 of this deed in the presence of:

) Simon William English
) Honourable Simon William English

[Signature]
Signature of Witness

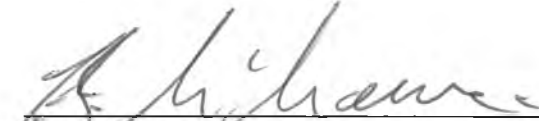
Witness Name: Amaraere Houkamau
Occupation: Public Servant
Address: Wellington

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

SIGNED by the trustees of Te Runanga o Ngāti Manawa in for and on behalf of Te Runanga o Ngāti Manawa, and for and on behalf of **NGĀTI MANAWA** in the presence of:)
)
)
)



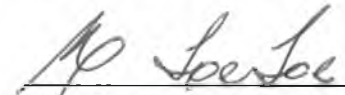
William Bird (Chairman) - Trustee



Patrick McManus - Trustee



Robert Jenner - Trustee



Maurice ToeToe - Trustee



Louis McManus - Trustee



Pouwhare Rewi- Trustee



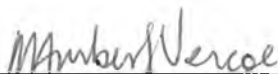
Ema Kalman - Trustee



Hiraani Stafford - Trustee



Henry Nuku - Trustee



Signature of Witness

Witness Name:

Occupation:

Address:

Other witnesses / people of Ngāti Manawa signed below to indicate their support for the settlement.

NGATI MANAWA DEED OF SETTLEMENT: SCHEDULE

Matawai Toki
 Macen Tehikitu
 Queenie Nuku
 James Anders
 Poia Keen
 Kohiti Kohiti
 Pahemata Anderson
 Lucia Le Lomo - Barry
 Koro Te Loma
 Aperita Nuku - Liddy
 Kararima Hone
 Rangipouwhare
 Georgina Jacobs
 Masiana Paul
 Marion Jacobs
 Pahi Mitai / Kydd
 Wakely Maketa
 Catherine Murphy Rutene
 Barbara Murphy Vincent
 PAERAKAU KAU

Janie Edwards
 Bevan Honeycombe
 Glenn Honeycombe
 John Hill
 James Carlson
~~Frankia Jufe~~
 Tom Jufe
 Bailey Honeycombe
~~Paul~~
~~Kyle Kydd~~
 Halia Kydd
 Jim Murphy
 Mortana Mareroa
 Sapphire Horden
 Hani Anderson
 Leonard Grouse
 Suti Keen
 Makarena Edwards
~~Billie~~
 Angel Juce
 Ryan Jedly
 Kydd
 Arielle Hepi
 Billie Jo Mareroa
 Dion Mitai

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

Ritaki Brown
Kauaia White - Hingston
(Te Whaiti White)

P. Anderson
A. Pankas

Mere Hingston - George
(Te Whaiti White)

Maure Pankas
RDI, main RD
Munipara

Blanca Wikitoria Vivier
S. Turici Cres.
Robson

Wes (M. O. H.)
Tudor
Hill
Eden

Jorja Hepburn Howden
Munipara

Peter Mason

C. Myers Munipara

M Higgins

PIROPA TAMEHANA OHLSON

Eddie Anata Isaac Howden

Tyler Stephens

Maureen Murphy Wilson

ROBERT TAYLOR

Tara Arata

Nukiteria Diana Tupe

Teresa Merito Iraia

Rayden HIRAMA Higgins - Thomas

Naere Pouwhare

maru Hare

Jaylene Wehipehanga

Margaret McQueen Bath

Charles McDavid Hamnera Meihana

Jesse Meihana

Cheryl

P. Ober - Ngatirua

Ally

Ronald Olson Hetherington

Parehia Tamayo

Rhys Tora Stephens

Whitac pouwhare

Trina Campbell

MARK HORDEN

Roylene Warkett

Debra McManus - Cooper

Kiri Cameron

Leina Paul

GAYLENE DUFF

Arhina Rangitau

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

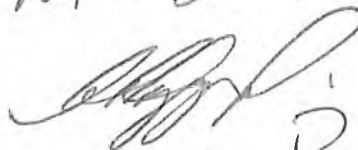
Rita Bragg (Ngaruere)
Peter Bragg

Jade - Whariki Anderson

Charlotte Anderson

Geoffrey Adams

Mari Brandish (Higgins) M.B.

 (Marama)

Matewai Pouwhare
Animate Pouwhare

Moana Hall

Karen Amokuta Carson (nee Rewi)

BRENDO CARSON

John Joe Joe

Verise Teddy (Berry)

Judy Martin

Kahutava Carlson - Nuku

Ra Lee (nee Teddy)

Tahi Ngaruere (mum)

Merion Wichman - Tūpōkoroa

Iris Herbert nee Anderson



6 w '00.

Jacqueline Tamapo

9/11/00
Honeycombe

Robert

Hotti Wepa Omore

KIRITAHANGA BARNETT

Apuhi HIGGINS

ARoha HONEY RANSFIELD

STACEE TAKAHI S. Takahi

Cherie Anderson

Theresa Anderson - Honeycombe

Samantha Duff

Jasmine Hall

Charlotte SPEER

Joan Joe Joe

Martena Maria Rore

Dawn Charlotte Mitai-Pehi

POKRY TAI

Keenan PARI KP

Al Jumarae. O J.

TE HAKU-A-RANGI TUMARAE

MIHAIA TUMARAE

Sylvia Hirirua Tapuke

Kendy Keepa - Teddy

Charles Keepa - Teddy

Stacy Keepa - Teddy

Charlie Teddy

PART 1

AHIKĀROA

1. AHIKĀROA

(Clause 5.1)

1. Description of area

- 1.1 The area over which Ahikāroa is created is 2324.15 hectares, more or less, as is more particularly described in Part 3 of this schedule.

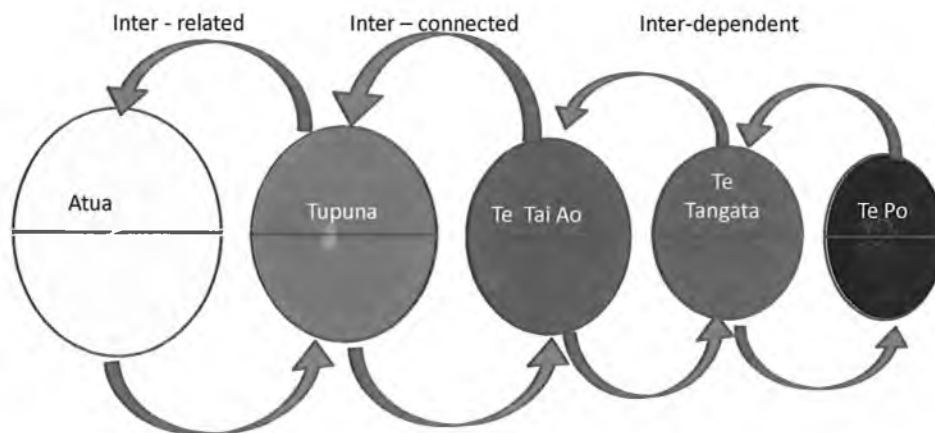
2. Preamble

- 2.1 Pursuant to section [to insert] of the settlement legislation (clause 5.1.2 of the deed of settlement), the Crown acknowledges the statement by Ngāti Manawa of its cultural, spiritual, historic and/or traditional values relating to Tāwhiua, as set out below.

3. Ngāti Manawa values

Te Ao o Ngati Manawa

Ngati Manawa World View



Tikanga – values, customs, practice

- 3.1 Te Ao o Ngati Mānawa is the foundation by which Ngāti Manawa view the world and describes the interaction between people and the environment. The above diagram is to be interpreted as follows:

Atua

- 3.2 Atua are the gods that control specific environments. Atua were instrumental in creating the environment in which we live in. Ngāti Manawa are linked to the Atua and therefore have a responsibility to the Atua to maintain and care for the environment. That responsibility extends to all components of the environment, both animate and inanimate.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

Tupuna

- 3.3 Tupuna are the ancestors who have imparted knowledge of the Atua and the responsibilities associated with their environment to Ngati Manawa. Ngati Manawa's tikanga and kawa have developed over time through the passing down of that knowledge through waiata, purakau and korero.

Te Tai Ao

- 3.4 Te Tai Ao is the environment which was created through the separation of Ranginui and Papatuanuku. Te Tai Ao is the link between the spiritual and physical realms. Ngāti Manawa's turangawaewae, ahikāroa and tino rangatiratanga are practised in Te Tai Ao.

Ngāti Manawa and Te Tai Ao are interdependent. Ngāti Manawa survival has depended on their ability to live and work in harmony with Te Tai Ao.

Te Tangata

- 3.5 Te Tangata is the structure by which the people of Ngāti Manawa are organised. Ngāti Manawa as an iwi is the all encompassing body made up of the hapū which in turn are made up of whānau groups. While iwi, hapū and whānau each have their own responsibilities to the environment, all are interdependent.

Te Pō

- 3.6 Te Pō describes the void from which everything was created. Te Pō continues to provide the balance between positive and negative elements of the world, and therefore it allows for the maintenance of the environment on which Ngāti Manawa depends.
- 3.7 All of the above realms are interdependent. Ngāti Manawa tikanga and kawa are embodied within the Ngāti Manawa way of being, thinking and doing. This is expressed as Ngāti Manawatanga which is inherently a part of Te Mana Motuhake o Ngāti Manawa. Derived from a wholistic world view that has evolved over many generations, we describe it as follows.
- 3.8 Ngāti Manawa tikanga is monitored and protected by the elders of Ngāti Manawa who will be available to the Ngāti Manawa Governance Entity for advice and guidance on this matter.

4. Protection principles

- 4.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Ngāti Manawa values related to Tāwhiuau:
- 4.1.1 protection of wāhi tapu, indigenous flora and fauna and the wider environment within Tāwhiuau;
 - 4.1.2 recognition of the mana, kaitiakitanga and tikanga of Ngāti Manawa with regard to Tāwhiuau;
 - 4.1.3 respect for Ngāti Manawa tikanga in regard to Tāwhiuau, including the historical, social, cultural and spiritual significance of the maunga to Ngāti Manawa;
 - 4.1.4 encouragement of respect for the association of Ngāti Manawa with their sacred maunga, Tāwhiuau;
 - 4.1.5 accurate portrayal of the association of Ngāti Manawa with Tāwhiuau; and

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

4.1.6 recognition of the relationship of Ngāti Manawa with the wāhi tapu and wāhi whakahirahira.

5. Actions by the Director-General of Conservation in relation to specific principles

- 5.1 Pursuant to clause 5.1.11 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:
- 5.1.1 Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about Ngāti Manawa Values and the existence of Ahikāroa and will be encouraged to respect the Ngāti Manawa association with Tāwhiuau;
 - 5.1.2 the Department of Conservation will work with Ngāti Manawa on the design and location of new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;
 - 5.1.3 the public will be informed that the removal of all rubbish and wastes from Tāwhiuau is required;
 - 5.1.4 the association of Ngāti Manawa with Tāwhiuau will be accurately portrayed in all new Department of Conservation information and educational material;
 - 5.1.5 the [governance entity] will be consulted regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use the cultural information of Ngāti Manawa with the consent of the [governance entity];
 - 5.1.6 significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible;
 - 5.1.7 where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, the [governance entity] will be consulted and particular regard will be had to their views, including those relating to koiwi (human remains) and archaeological sites; and
 - 5.1.8 any koiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and the [governance entity] informed as soon as possible to enable Ngāti Manawa to deal with the koiwi or taonga in accordance with their tikanga, subject to any procedures required by law.

PART 2

PROTOCOLS

2. PROTOCOLS

2.1 PART 1: DOC PROTOCOL

(Clause 5.3)

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF CONSERVATION REGARDING DEPARTMENT OF CONSERVATION/ NGĀTI MANAWA INTERACTION ON SPECIFIED ISSUES

1 INTRODUCTION

1.1 Under the Deed of Settlement dated 12 December 2009 between Ngāti Manawa and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister of Conservation (the "Minister") would issue a Protocol ("the Protocol") setting out how the Department of Conservation (the "Department") will interact with the Ngāti Manawa Governance Entity (the "Governance Entity") on matters specified in the Protocol. These matters are:

- 1.1.1 Background - Part 1
- 1.1.2 Purpose of the Protocol - Part 2
- 1.1.3 Ngāti Manawa Guiding Principles - Part 3
- 1.1.4 Relationship Principles - Part 4
- 1.1.5 Protocol Area - Part 5
- 1.1.6 Terms of Issue - Part 6
- 1.1.7 Implementation and Communication - Part 7
- 1.1.8 Business Planning - Part 8
- 1.1.9 Management Planning - Part 9
- 1.1.10 Cultural Materials - Part 10
- 1.1.11 Freshwater Fisheries and Habitats - Part 11
- 1.1.12 River Redress - Part 12
- 1.1.13 Historic Resources - Wahi Tapu - Part 13
- 1.1.14 Natural Heritage / Species Management - Part 14
- 1.1.15 Pest Control - Part 15
- 1.1.16 Resource Management Act 1991 - Part 16
- 1.1.17 Visitor and Public Information - Part 17
- 1.1.18 Concession Applications - Part 18
- 1.1.19 Place Names - Part 19
- 1.1.20 Te Ana a Maru - Part 20
- 1.1.21 Pou Rahui - Part 21
- 1.1.22 Statutory Land Management - Part 22
- 1.1.23 Contracting for Services - Part 23
- 1.1.24 Dispute Resolution - Part 24
- 1.1.25 Information Sharing - Part 25
- 1.1.26 Consultation - Part 26
- 1.1.27 Definitions - Part 27

1.1 Both the Department and Governance Entity are committed to establishing and maintaining a positive and collaborative relationship that gives effect to the principles of the Treaty of Waitangi as provided for in section 4 of the Conservation Act 1987. Those principles provide the basis for an ongoing relationship between the parties to the Protocol to achieve over time the conservation policies, actions and outcomes sought by both the Governance Entity and the Department, as set out in this Protocol.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 1.2 The purpose of the Conservation Act 1987 is to enable the Department “to manage for conservation purposes, all land, and all other natural and historic resources” under that Act and to administer the statutes in the First Schedule to the Act (together, the “Conservation Legislation”). The Minister and Director-General, or their delegates, are required to exercise particular functions, powers and duties under that legislation.
- 1.3 Ngāti Manawa accept a responsibility as kaitiaki under Ngāti Manawa tikanga to preserve, protect, and manage natural, cultural, and historic resources within their rohe.
- 1.4 Ngāti Manawa appreciate and regard all lands and waters and all natural and historic resources as taonga and consider that there is an inherent responsibility to ensure that these taonga are managed in such a way that Ngāti Manawa kaitiakitanga is exercised, observed, and respected.
- 1.5 Ngāti Manawa values their ability to interact with their taonga and to continue to exercise and practice Ngāti Manawatanga. An essential component is maintaining balance and protecting the heritage of Ngāti Manawa to sustain the identity, traditional knowledge, and practices of Ngāti Manawa for the benefit of current and future generations
- 1.6 Ngāti Manawa consider that their historical, traditional, and cultural access, use, and management of their lands and waters, and natural and historic resources has been substantially affected at local, regional, and national levels due to a number of factors, and in order to mitigate these factors, consider that this protocol will inform and include guiding principles in relation to the sustainable management of all lands and waters, and all natural and historic resources in the Ngāti Manawa Protocol Area.

2 PURPOSE OF THE PROTOCOL

- 2.1 The purpose of this Protocol is to assist the Department and the Governance Entity to exercise their respective responsibilities with the utmost co-operation to achieve over time the conservation policies, actions, and outcomes sought by both.
- 2.2 This Protocol sets out a framework that enables the Department and Ngāti Manawa to establish a constructive working relationship that gives effect to section 4 of the Conservation Act. It provides for Ngāti Manawa to have meaningful input into relevant policy, planning and decision-making processes in the Department’s management of conservation lands and fulfilment of statutory responsibilities within the Ngāti Manawa Protocol Area.

3 NGĀTI MANAWA GUIDING PRINCIPLES

Ko Tāwhiuau te maunga

Ko Rangitaiki te awa

Ko Rangipo te wehenga o te tuna

Ko Ngāti Manawa te iwi

Ko Tangiharuru te tangata

Tāwhiuau is the mountain

Rangitaiki is the River

Rangipo is the departure place of the eels

Ngāti Manawa are the people

Tangiharuru is the Chief

Manawa tu, Manawa oho, Manawa Rere, Manawakotokoto

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 3.1 Ngāti Manawa values, aspirations, and associations encapsulate and express the world view of Ngāti Manawa with the essence of acknowledging the spiritual and physical relationships with the past and present for future generations. In doing so the inter-relationships and interconnectedness of these principles will continue to ensure that Ngāti Manawa continues to provide, and act in and for, the best interests of Ngāti Manawa at all times.
- 3.2 The following principles are interlinked and are fluid and extend across Ngāti Manawa rohe; they are formed from reciprocity and cannot be dissected without affecting the other; they are in-separable:

Turangawaewae: Physical and spiritual relationships to the whenua; strong association and connection.

Ahikāroa: The eternal fires of occupation and whakapapa. Kainga, mahinga kai, settlements and camps hold importance as expressions of ahikāroa.

Mana Motuhake: The rights and ability to control, manage, direct and influence Ngāti Manawa's future to its full potential. Prestige and identity linked to all things and associated with obligations and responsibility for the benefit of all Ngāti Manawa.

Kaitiakitanga: The inherent and inherited responsibility for the sustainable use and care of resources where relationships are based on reciprocity between mana tangata, mana whenua, mana atua, mana ora. Welfare of the resource first and foremost; for the benefit of the resource and the people and the respect and commitment each have for one another.

Tino Rangatiratanga: Expressed as an act, relationship, association, thought and authorises and empowers ones rights and responsibilities to act and behave with the utmost respect in a given situation. Ngāti Manawa responsibilities and aspirations extend beyond any individual, organisation and generation.

Whakapapa: The physical and spiritual relationships with mana atua, mana tangata and mana whenua. Values of connectivity through past, present, and future relationships.

Mauri: Life force, ethos imbues in all things animate and inanimate. If the mauri is damaged, so too will be the mauri of the people.

Tikanga: Parameters by which activities are conducted to ensure the safeguarding and health of those values that Ngāti Manawa hold steadfast eg: policies and procedures, terms and conditions. Appropriate behaviour and conduct for the wellbeing and intent of the situation. Ngāti Manawa has its own tikanga in respect of the kaitiakitanga of their waters which dictates the way they manifest their management, interests and rights over and in their taonga.

Wairua: Spirituality imbued in all things requiring acknowledgement and response. Upholding the wairua.

Manaakitanga: To care, nurture and ensure the collective wellbeing and interest of Ngāti Manawa. The collective takes precedence over personal gain and self interest.

Mana Whenua: Ancestral rights that are not only based on lands and resources.

4 RELATIONSHIP PRINCIPLES

- 4.1 Ngāti Manawa, the Minister and the Director-General agree to abide by the following relationship principles when implementing this Protocol and exercising their various roles and functions under this Protocol:

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- a Working in a spirit of co-operation;
 - b Ensuring early engagement on issues that affect the interests of Ngāti Manawa;
 - c Operating a 'no-surprises' approach;
 - d Acknowledging that the relationship is evolving, not prescribed;
 - e Respecting the independence of the parties and their individual mandates, roles and responsibilities within the Ngāti Manawa Protocol Area; and
 - f Recognising and acknowledging that the parties benefit from working together by sharing their vision, knowledge, and expertise.
- 4.2 Underpinning the settlement between the Crown and Ngāti Manawa is the principle of honour and integrity. Both parties entered into the Deed of Settlement in good faith, relying on the commitments of each other contained in the deed, with the intention of achieving a full, fair and durable settlement of the claims of Ngāti Manawa. The principle of honour and integrity is to be reflected in the implementation of this protocol.
- 5 PROTOCOL AREA**
- 5.1 The Protocol applies across the Ngāti Manawa Protocol Area which means the area identified in the map included in Attachment A of this Protocol.
- 6 TERMS OF ISSUE**
- 6.1 This Protocol is issued pursuant to section [] of the [] Act [] (The "Settlement Legislation") and clause 5.3 of the Deed of Settlement. The provisions of the Settlement Legislation and the Deed of Settlement specifying the terms on which this Protocol is issued are set out in Attachment B of the Protocol.
- 7 IMPLEMENTATION AND COMMUNICATION**
- 7.1 The Department and the Governance Entity will meet as soon as practicable after this Protocol is issued to discuss the implementation of the Protocol and the implications for the ongoing relationship between the Department and the Governance Entity. Thereafter, the Department will seek to establish and maintain effective and efficient communication with Ngāti Manawa on a continuing basis by:
- 7.1.1 Establishing and maintaining information on the Governance Entity's office holders, their addresses, and contact details;
 - 7.1.2 Providing a primary departmental contact (the Programme Manager Community Relations or equivalent) for the Governance Entity who will act as a liaison person with other departmental staff;
 - 7.1.4 Providing reasonable opportunities for the Governance Entity to meet with departmental managers and staff;
 - 7.1.5 Training relevant staff and briefing Conservation Board members on the content of this Protocol; and
 - 7.1.6 Holding alternate meetings at the Area Office and a Ngāti Manawa marae or other venue chosen by the Governance Entity to discuss issues that may have arisen every six months, unless otherwise agreed. The host of the meeting will be responsible for calling the meeting and drafting the agenda.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 7.2 The Department will inform relevant conservation stakeholders about this Protocol and the Ngāti Manawa settlement and provide on-going information as required.
- 7.3 The Department will advise the Governance Entity of any departmental policy directions and the receipt of any research reports relating to matters of interest to Ngāti Manawa within the Ngāti Manawa Protocol Area, and provide the Governance Entity with copies of those reports where practicable and not publicly available (subject to clause 26.3).

8 BUSINESS PLANNING

- 8.1 The Department's annual business planning process determines the Department's conservation work priorities.
- 8.2 The Area Office Manager will meet with the Governance Entity annually to present a synopsis of the Department's work programmes as they relate to the Ngāti Manawa Protocol Area and will invite the Governance Entity to provide feedback.
- 8.3 The process for the Governance Entity to identify and/or develop specific projects for consideration by the Department is as follows:
- 8.3.1 The Department and the Governance Entity will on an annual basis identify priorities for undertaking specific projects requested by the Governance Entity. The identified priorities for the upcoming business year will be taken forward by the Department into its business planning process, at the area level, and considered along with other priorities;
- 8.3.2 The decision on whether any specific projects will be funded in any business year will be made by the Conservator and General Manager Operations, after following the co-operative processes set out above;
- 8.3.3 If the Department decides to proceed with a specific project requested by the Governance Entity, the Governance Entity and the Department will meet again, if agreed, to finalise a work plan and a timetable before implementation of the specific project in that business year, in accordance with the resources which have been allocated in the business plan; and
- 8.3.4 If the Department decides not to proceed with a specific project it will communicate to the Governance Entity the factors that were taken into account in reaching that decision.
- 8.4 The Department will invite the Governance Entity to participate in specific projects, including the Department's volunteer and conservation events that may be of interest to Ngāti Manawa.

9 MANAGEMENT PLANNING

- 9.1 The Department will provide opportunities for meaningful input by the Governance Entity into any relevant Conservation Management Strategy reviews or Management Plans, including National Park Management Plans affecting the Ngāti Manawa Protocol Area.

10 CULTURAL MATERIALS

- 10.1 For the purpose of this Protocol, cultural materials are plants, plant materials, and materials derived from animals, marine mammals or birds for which the Department is responsible within the Ngāti Manawa Protocol Area and which are important to Ngāti Manawa in maintaining, restoring and expressing Ngāti Manawa cultural values and practices.
- 10.2 Current legislation means that generally some form of concession or permit is required for any gathering and possession of cultural materials.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 10.3 In relation to cultural materials, the Minister and/or Director-General will:
- 10.3.1 work in partnership with the Governance Entity to develop and agree a process to authorise members of Ngāti Manawa to access, and use cultural materials within the Ngāti Manawa Protocol Area when required for cultural purposes, in accordance with the relevant legislation. Where it is consistent with conservation objectives and relevant legislation, multi-site and/or multi-take authorisations may be granted;
 - 10.3.2 consult with the Governance Entity in circumstances where there are competing requests between the Governance Entity and non-Ngāti Manawa persons or entities for the use of cultural materials, for example for scientific research purposes; or requests for access to and use of cultural materials within the Ngāti Manawa Protocol Area from persons and entities other than Ngāti Manawa;
 - 10.3.3 to discuss Governance Entity access to cultural materials, taking into consideration the interest of other representatives of tangata whenua, which become available as a result of departmental operations such as track maintenance or clearance, or species management, or where materials become available as a result of accidental death or otherwise through natural causes;
 - 10.3.4 assist as far as reasonably practicable, the governance entity to obtain plant stock for propagation to reduce the need for plants to be gathered from land administered by the Department and to provide advice to the Governance Entity in the establishment of its own cultivation areas;
 - 10.3.5 provide, as far as reasonably practicable, ongoing advice to the Governance Entity for the management and propagation of the plant stock; and
 - 10.3.6 identify areas administered by the Department which may be suitable as sites where revegetation planting of plants suitable for cultural use and establishment of pa harakeke may be appropriate.
- 10.4 Where appropriate, the Department and the Governance Entity will discuss the development of procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation and appropriate Ngāti Manawa tikanga.
- 10.5 The Department will waive or reduce any recovery of authorisation costs for collection by Ngāti Manawa of cultural material.

11 FRESHWATER FISHERIES AND HABITATS

- 11.1 Freshwater fisheries are managed under two sets of legislation: the Fisheries Act 1983 and 1996 (administered by the Ministry of Fisheries) and the Conservation Act 1987 (administered by the Department of Conservation). The Department's functions include the preservation of indigenous freshwater fisheries and habitats. The whitebait fishery is administered by the Department under the Whitebait Fishing Regulations, made under the Conservation Act.
- 11.2 The Department and the Governance Entity will work together to ensure that the relevant staff of the Department is aware of relevant tikanga relating to freshwater fisheries and habitats.
- 11.3 The Department will work at the Area Office level to provide for active participation by the Governance Entity in the conservation, management and research of customary freshwater fisheries and freshwater fish habitats by:
- 11.3.1 Seeking to identify areas for co-operation focusing on fish passage, minimum

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

flows, protection and enhancement of riparian vegetation and habitats, improvement of water quality and quantity management and in the restoration, rehabilitation or enhancement of customary freshwater fisheries and their freshwater habitats;

- 11.3.2 Advising, and where reasonably practicable inviting, the Governance Entity to participate where the Department is developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements;
- 11.3.3 Discussing, on an ongoing basis, the potential for the Governance Entity to be appointed to manage marginal strips within the Ngāti Manawa Protocol Area under section 24H of the Conservation Act 1987;
- 11.3.4 Consulting with the Governance Entity where the Department is entering into formal or informal arrangements with any third party that relate to the management of marginal strips within the Ngāti Manawa Protocol Area;
- 11.3.5 Considering the Governance Entity as a possible science provider or collaborator for research projects funded or promoted by the Department in the same manner as other potential providers or collaborators;
- 11.3.6 Led by the Governance Entity, engaging with Ngāti Manawa marae and hapu to foster mutual understanding of the management of freshwater fisheries and habitats, and the cultural, spiritual, historic and traditional relationship between Ngāti Manawa and those fisheries and habitats; and
- 11.3.7 Discussing with the Governance Entity applications for the transfer and release of aquatic life under section 26ZM of the Conservation Act 1987.

12 RIVER REDRESS

- 12.1 The Deed of Settlement provides for further discussion on the development of river redress, and therefore this section will be completed to the extent necessary to reflect the outcome of those discussions.

13 HISTORIC RESOURCES - WAHI TAPU

- 13.1 Ngāti Manawa consider that their wahi tapu and other places of cultural heritage significance are taonga (priceless treasures), and the Department will respect the great significance of these taonga by fulfilling the obligations contained in this clause of the Protocol.
- 13.2 Places that are sacred or significant to Ngāti Manawa are listed in Attachment C.
- 13.3 The Department has a statutory role to conserve historic resources in protected areas and will endeavour to do this for sites of significance to Ngāti Manawa in association with the Governance Entity and according to Ngāti Manawa tikanga.
- 13.4 The Department accepts that non-disclosure of locations of places known to Ngāti Manawa may be an option that the Governance Entity chooses to take to preserve the wahi tapu nature of places. There may be situations where the Governance Entity will ask the Department to treat information it provides on wahi tapu sites in a confidential way.
- 13.5 The Department and the Governance Entity will work together to establish processes for dealing with information on wahi tapu sites in a way that recognises both the management challenges that confidentiality can present and provides for the requirements of Ngāti Manawa.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 13.6 The Department will work with the Governance Entity at the Area Office level to respect Ngāti Manawa values attached to identified wāhi tapu and other places of significance on lands administered by the Department by:
- 13.6.1 Discussing with the Governance Entity, by the end of the second year of this Protocol being issued and on a continuing basis, practical ways in which Ngāti Manawa can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the Ngāti Manawa Protocol Area;
 - 13.6.2 Managing sites of historic significance to Ngāti Manawa according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993, and in co-operation with Ngāti Manawa;
 - 13.6.3 Informing the Governance Entity if whenua tangata or koiwi are found within the Ngāti Manawa Protocol Area; and
 - 13.6.4 Assisting in recording and protecting wahi tapu and other places of cultural significance to Ngāti Manawa where appropriate, to seek to ensure that they are not desecrated or damaged.

14 NATURAL HERITAGE / SPECIES MANAGEMENT

- 14.1 The Department aims at conserving the full range of New Zealand's ecosystems, maintaining or restoring the ecological integrity of managed sites, and ensuring the survival of threatened species, in particular those most at risk of extinction. An important part of this work is to prioritise recovery actions in relation to the degree of threat to a species. The Department prioritises recovery actions at both a national and local level.
- 14.2 In recognition of the cultural, spiritual, historic and/or traditional association of Ngāti Manawa with indigenous flora and fauna found within the Ngāti Manawa Protocol Area for which the Department has responsibility, the Department will, in relation to any species that the Governance Entity may identify as important to them:
- 14.3.1 inform the Governance Entity of the national sites and species programmes on which the Department will be actively working, and where reasonably practicable provide opportunities for the Governance Entity to participate in these programmes;
 - 14.3.2 advise the Governance Entity in advance of any Conservation Management Strategy amendments or reviews, or the preparation of any statutory or non-statutory plans, policies or documents, including National Park Management Plan reviews, that relate to the management of those species within the Ngāti Manawa Protocol Area;
 - 14.3.3 where research and monitoring projects are being carried out by the Department within the Ngāti Manawa Protocol Area, where reasonably practicable provide the Governance Entity with opportunities to participate in those projects;
 - 14.3.4 advise the Governance Entity of the receipt of any completed research reports relating to any species within the Ngāti Manawa Protocol Area and provide the Governance Entity with copies of those reports (where practicable and not publicly available subject to clause 25.3); and
 - 14.3.6 encourage and provide advice to the Governance Entity concerning the protection or management of those species on land owned by Ngāti Manawa.

15 PEST CONTROL

- 15.1 A key objective and function of the Department is to prevent, manage and control threats to natural, historic and cultural heritage values from animal and weed pests over the largest area of public conservation land as possible. This is to be done in a way that is sustainable and that maximises the value from limited resources available to do this work.
- 15.2 Within the Ngāti Manawa Protocol area, pest control is undertaken to protect a wide range of ecosystems, including flora quality in headwaters of the Rangitaiki River.
- 15.3 The Department will:
- 15.3.1 Seek and facilitate early consultation with the Governance Entity on pest control activities within the Ngāti Manawa Protocol Area, particularly in relation to the use of poisons;
 - 15.3.2 Provide the Governance Entity with opportunities to review and assess programmes and outcomes; and
 - 15.3.3 Where appropriate, consider co-ordinating its pest control programmes with those of the Governance Entity when the Governance Entity is an adjoining landowner.

16 RESOURCE MANAGEMENT ACT 1991

- 16.1 Ngāti Manawa and the Department both have concerns with the effects of activities controlled and managed under the Resource Management Act 1991. Areas of common interest include:
- 16.1.1 Riparian management;
 - 16.1.2 Freshwater fish habitats;
 - 16.1.3 Water quantity management;
 - 16.1.4 Water quality management;
 - 16.1.5 Protection of indigenous vegetation and habitats;
 - 16.1.6 Extraction of Crown minerals;
 - 16.1.7 Management of wetlands; and
 - 16.1.8 Heritage protection.
- 16.2 From time to time, the Governance Entity and the Department will seek to identify further issues of likely mutual interest for discussion. It is recognised that their concerns in any resource management issue may diverge and also that the Department and the Governance Entity will continue to make separate submissions in any Resource Management Act processes.
- 16.3 In carrying out advocacy under the Resource Management Act 1991, the Department will:
- 16.3.1 Discuss with the Governance Entity the general approach that may be taken by Ngāti Manawa and the Department in respect of advocacy under the Resource Management Act, including any proposed measures to mitigate real or potential environmental or cultural adverse affects, and seek to identify their respective priorities and issues of mutual concern;
 - 16.3.2 Have regard to the priorities and issues of mutual concern identified when the Department makes decisions in respect of advocacy under the Resource Management Act; and
 - 16.3.3 Make non-confidential resource information available to the Governance Entity to assist in improving their effectiveness in resource management advocacy work.

17 VISITOR AND PUBLIC INFORMATION

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 17.1 The Department has a role to share knowledge about natural and historic heritage with visitors and the general public, to satisfy their requirements for information, increase their enjoyment and understanding of this heritage, and develop an awareness of the need for its conservation.
- 17.2 In providing public information, interpretation services and facilities for visitors on the land it manages, the Department acknowledges the importance to Ngāti Manawa of their cultural, spiritual, traditional and historic values, and the association of Ngāti Manawa with the land the Department administers within the Ngāti Manawa Protocol Area.
- 17.3 The Department will work with the Governance Entity at the Area Office level to encourage respect for Ngāti Manawa cultural heritage values as indicated by the Governance Entity by:
- 17.3.1 Seeking to raise public awareness of any positive conservation partnerships between the Governance Entity, the Department and other stakeholders, for example, by way of publications, presentations, and seminars;
- 17.3.2 Ensuring that information contained in the Department's publications is accurate and appropriate by:
- (a) Obtaining the consent of the Governance Entity for disclosure of information obtained from the Governance Entity;
 - (b) Consulting with the Governance Entity prior to the use of any information about Ngāti Manawa values for new interpretation panels, signs and visitor publications;
 - (c) Inviting the participation of Ngāti Manawa in the Department's volunteer and conservation events and programmes by keeping the Governance Entity informed of those programmes and events; and
 - (d) Working with the Governance Entity to raise public awareness of positive conservation partnerships jointly between the Governance Entity and the Department and other groups, for example Kohanga Reo and Kura Kaupapa Maori.

18 CONCESSION APPLICATIONS

- 18.1 By the end of the second year of this Protocol being issued and on a continuing basis, the Department will work with the Governance Entity to identify categories of concessions that may impact on the cultural, traditional, spiritual, or historical values of Ngāti Manawa.
- 18.2 In relation to the concession applications within the categories identified by the Department and Governance Entity under clause 18.1 and any concession applications relating to any site subject to a Deed of Recognition, the Minister will:
- 18.2.1 Encourage applicants to consult with the Governance Entity in the first instance;
- 18.2.2 Consult with the Governance Entity with regard to any applications or renewals of applications within the Ngāti Manawa Protocol Area, and seek the input of the Governance Entity by:
- (a) Providing for the Governance Entity to indicate within five working days whether applications have any impacts on Ngāti Manawa's cultural, spiritual and historic values; and

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

(b) If the Governance Entity indicates that an application has any such impacts, allowing a reasonable specified timeframe (of at least a further ten working days) for comment;

18.2.3 When a concession is publicly notified, the Department will at the same time provide separate written notification to the Governance Entity;

18.2.4 Prior to issuing concessions to carry out activities on land managed by the Department within the Ngāti Manawa Protocol Area, the Minister will encourage communication between the concessionaire and the Governance Entity in respect of Ngāti Manawa tikanga and values; and

18.2.5 Ensure when issuing and renewing concessions that give authority for other parties to manage land administered by the Department, that those parties:

(a) Be required to manage the land according to the standards of conservation practice mentioned in clause 13.6.2; and

(b) Be encouraged to consult with the Governance Entity before using any information of, or regarding, Ngāti Manawa.

19 PLACE NAMES

19.1 When public conservation lands in the Ngāti Manawa Protocol Area are to be named, or renamed, the Department will seek a recommendation or comment from the Governance Entity on an appropriate name.

20 TE ANA A MARU

20.1 The settlement legislation will provide for the fee simple title to Te Ana a Maru Historic Reserve to vest in the governance entity.

20.2 In recognition of the historical, traditional, cultural and spiritual association of Ngāti Manawa with Te Ana a Maru, the Department will provide advice, to the Governance Entity, as required and as far as practicable, in connection with managing people impacts and providing visitor services on Te Ana a Maru Historic Reserve. This advice may include participation in the development of a reserve management plan for Te Ana a Maru Historic Reserve.

20.3 The Department will provide the Governance Entity with all relevant information relating to Te Ana a Maru.

21 POU RĀHUI

21.1 The Deed of Settlement and Settlement legislation provide that the governance entity may erect and maintain pou rāhui in the Ngāti Manawa Protocol Area. These pou rāhui are listed in Attachment D.

21.2 By the end of the second year of this Protocol being issued, the Department and the Governance Entity will discuss and agree the appropriate terms and conditions: relating to the erection of the pou rāhui on public conservation land; for the protection of the conservation values of the areas where the pou rāhui are located; and to avoid, remedy, or mitigate any adverse effects arising from erecting and maintaining the pou rāhui.

22 STATUTORY LAND MANAGEMENT

22.1 From time to time, the Minister may consider vesting a reserve in an appropriate entity; or appoint an appropriate entity to control and manage a reserve. Such vestings or appointments are subject to the test under the Reserves Act 1977 which is 'for the better

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

carrying out of the purposes of the reserve'. When such an appointment or vesting is contemplated for sites in the Ngāti Manawa Protocol Area, the Department will consult with the Governance Entity at an early stage on the following issues:

- 23.1.1 the Governance Entity's views on the proposed vesting or appointment; and
- 23.1.2 whether the Governance Entity wishes to be given such a vesting or appointment subject to agreed conditions;
- 22.2 The Department will consult, at an early stage, with the Governance Entity when considering the classification, or reclassification of a reserve within the Ngāti Manawa Protocol Area.
- 22.3 If the Department is considering entering into a management agreement, other than a vesting or control and management appointment, with any entity in respect of any land within the Ngāti Manawa Protocol Area, it will consult at an early stage with the Governance Entity about the proposed management arrangement and whether the arrangement should be subject to any conditions.

23 CONTRACTING FOR SERVICES

- 23.1 Where appropriate, the Department will consider using Ngāti Manawa individuals or entities as a provider of professional services, including cultural advice and pest management where those services are necessary to successfully manage conservation resources affecting the Ngāti Manawa Protocol Area.
- 23.2 Where contracts are to be tendered for conservation management within the Ngāti Manawa Protocol Area the Department will inform the Governance Entity..

24 DISPUTE RESOLUTION

- 24.1 In good faith, every effort will be made to resolve matters at a local level. However, if a dispute arises in connection with this Protocol, the party invoking the dispute resolution procedure shall be entitled to call a meeting within five working days of notice being given.
- 24.2 The Department's Area Manager whose area of responsibility includes the Ngāti Manawa Protocol Area will meet with a nominated representative(s) of the Governance Entity to attempt to negotiate a resolution.
- 24.3 If the matter has not been resolved within 20 working days, the East Coast Bay of Plenty Conservator will meet with a nominated representative(s) of the Governance Entity to endeavour to negotiate a resolution. Failing resolution, the East Coast Bay of Plenty Conservator will write to the Governance Entity setting out the reasons for any decision being made.
- 24.4 The Governance Entity retains the right at all times to enforce this Protocol, as provided for in clause [] of Attachment B and clause 5.11.6 of the Deed of Settlement.

25 INFORMATION SHARING

- 25.1 Ngāti Manawa and the Department recognise the benefit of mutual information exchange. To this end, the Department and Ngāti Manawa will as far as possible exchange any information that is relevant to the management of the Ngāti Manawa Protocol Area.
- 25.2 At the meetings between the Governance Entity and the Department, the Department will make available to Ngāti Manawa all existing information that is not publicly available held by the Department where that information is requested by Ngāti Manawa for the purposes of assisting them to exercise their rights under this Protocol.

25.3 The obligations to provide information under this protocol in clause 26.1 and 26.2 do not apply to information that the Minister is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Department may withhold under the grounds set out under the Official Information Act 1982 or Privacy Act 1993.

26 CONSULTATION

26.1 Where the Department is required to consult under this Protocol, the basic principles that will be followed by the Department in consulting with the Governance Entity in each case are:

26.1.1 Ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Department of the proposal or issues to be the subject of the consultation;

26.1.2 Providing the Governance Entity with sufficient information to undertake informed discussions and make submissions in relation to any of the matters that are the subject of the consultation;

26.1.3 Ensuring that sufficient time is given for the effective participation of the Governance Entity, including the preparation of submissions by the Governance Entity, in relation to any of the matters that are the subject of the consultation;

26.1.4 Ensuring that the Department is guided by the Ngāti Manawa Guiding Principles as specified in clause 3 of this Protocol; and

26.1.5 Ensuring that the Department will approach the consultation with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any potential impacts to their spiritual connections, cultural values or traditional use as a result of the matters that are subject to the consultation.

26.2 Where the Department has consulted with the Governance Entity as specified in clause 26.1, the Department will report back to the Governance Entity on the decision made as a result of any such consultation.

27 PROTOCOL REVIEW AND AMENDMENT

27.1 This Protocol is a living document which should be updated and adapted to take account of future developments.

28 DEFINITIONS

28.1 In this Protocol:

Conservation Management Strategy has the same meaning as in the Conservation Act 1987;

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

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;

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

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

Governance Entity has the meaning set out in clause 13.6 of the Deed of Settlement;

Ngāti Manawa has the meaning set out in clause 13.1 of the Deed of Settlement;

Kaitiaki means environmental guardians;

Protocol means a statement in writing, issued by the Crown through the Minister of Conservation to the Ngāti Manawa Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol.

ISSUED on []

SIGNED for and on behalf of **HER MAJESTY THE QUEEN** in right of New Zealand by the Minister of Conservation:

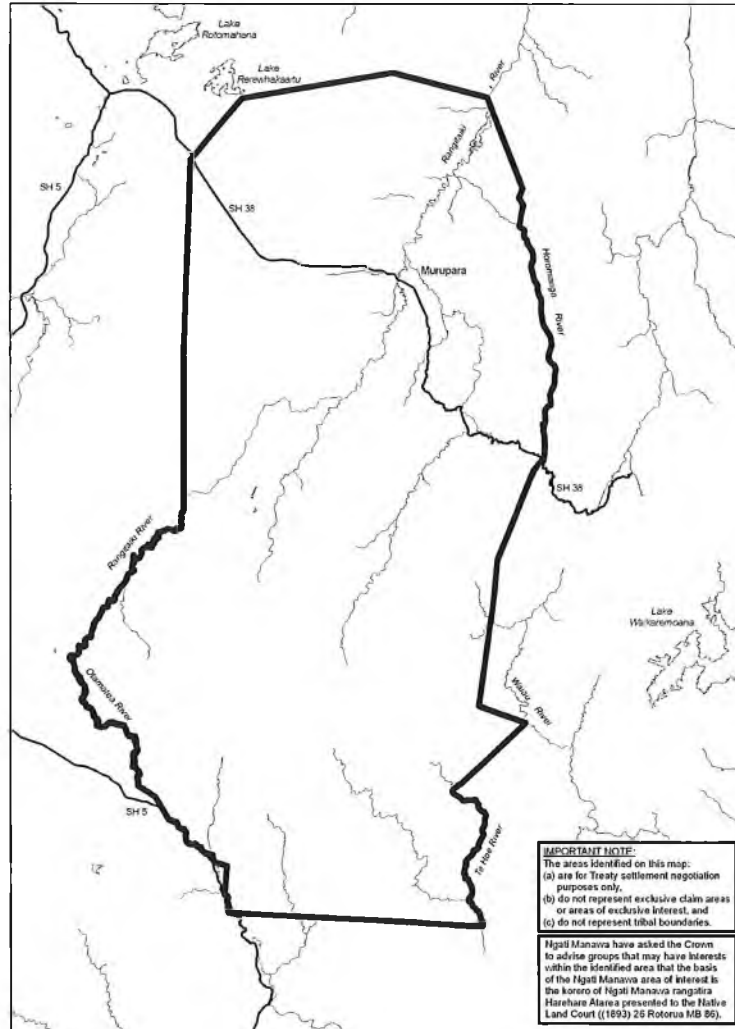
WITNESS:

Name: _____

Occupation: _____

Address: _____

ATTACHMENT A
NGĀTI MANAWA PROTOCOL AREA



**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 will provide that:

1.1.1 [to insert]

2 Authority to issue, amend or cancel protocols

2.1 Section [*insert reference*] of the settlement legislation provides that:

(1) [to insert]

3 Protocols subject to rights, functions, and obligations

3.1 Section [] of the settlement legislation provides that:

[to insert]

4 Noting of this Protocol

4.1 Section [] of the settlement legislation provides that:

(1) [to insert]

5 Enforcement of a protocol

5.1 Section [] of the settlement legislation provides that:

(1) [to insert]

6 Limitation of rights

6.1 Section [] of the settlement legislation provides that:

[to insert]

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

ATTACHMENT C NGĀTI MANAWA SIGNIFICANT SITES	
Site	Significance to Ngāti Manawa
Pekepeke	<p>Pekepeke is a permanent pa and pou rāhui of Ngāti Manawa near Wairapukau and was occupied by them until the 1840s. Pekepeke takes its name from a taniwha which lived in a lagoon below Pekepeke pa. The taniwha was killed by Ngāti Manawa and because the taniwha leapt about in its death throes the name, 'pekepeke' arose. There is also a mahinga tuna at Pekepeke where Peraniko Te Hura caught eels. Pekepeke is associated with the ancestor, Matarae, a descendant of Tangiharuru.</p> <p>A battle took place at Pekepeke where the ancestor Wairua of Ngāti Apa was killed for stealing aruhe. Pekepeke is also of particular significance to Ngāti Manawa because Peraniko's father was buried in a cave at Pekepeke.</p> <p>Gravel has been extracted from this site for industrial use which has been of considerable concern to Ngāti Manawa.</p>
Puketapu	<p>Puketapu is a pa of Ngāti Manawa in the northern part of Kaingaroa. A battle took place at Puketapu between the ancestors, Tangiharuru, Wharepakau and Murakareke, and the children of Rangitihī, where the former were defeated. After their defeat, Wharepakau, Murakareke and the descendants of Apa lived at Puketapu with Tangiharuru.</p>
Pukemoremore	<p>Pukemoremore is a pa site of Ngāti Manawa where Peraniko Te Hura resided during the early 1880s. It was vigorously defended by Ngāti Manawa as a site of abundant resources.</p>
Motuparapara	<p>Motuparapara is a kainga of Ngāti Manawa.</p>
Kaiwhatiwhati	<p>Kaiwhatiwhati is a pa of Ngāti Manawa. A battle took place at Kaiwhatiwhati where Tangiharuru, Wharepakau and Murakareke defeated Te Marangaranga. During this battle, Kahukura of Te Marangaranga was killed by Tangiharuru. It is commemorated in Ngāti Manawa waiata.</p>
Ahiweka	<p>Ahiweka is a pa of Ngāti Manawa. Ahiweka is also a waahi tapu as a battle occurred here between Tangiharuru, Wharepakau, Murakareke, and the children of Rangitihī.</p>

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

Te Anaruru	Te Anaruru is a kainga of Ngāti Manawa where travellers would rest on long journeys. The descendants of Tangiharuru first stayed at Anaruru after the battle of Ahiweka. After some time, they began to quarrel among themselves causing some of Ngāti Manawa to move to Tarawera, Whanganui and Taupo. The kainga was occupied by Ngāti Manawa until the time of Peraniko's grandfather. There is a cave at Anaruru which provided a temporary shelter for travellers who dug fern root and caught eels.
Ahiwhakamura	Ahiwhakamura is a kainga and pou rāhui of Ngāti Manawa. It is also the central boundary of the Kaingaroa forest.
Te Aruhetawiri	Te Aruhetawiri was a kainga associated with the Ngāti Manawa ancestor, Tahawai. It is also described as a mahinga kai. Aruhetawiri belonged to Koro and Hape, the north-east to Koro and the south-west to Hape. Harehare Atarea and Peraniko Te Hura are associated with this place through the ancestor, Koro of Ngāti Manawa.
Te Korokoro o Te Huatahi	Te Korokoro o Te Huatahi is a pou rāhui of Ngāti Manawa.
Te Rere	Te Rere is a kainga and pou rāhui of Ngāti Manawa.
Wairapukao	Wairapukao is a permanent kainga of Ngāti Manawa, near Pekepeke, where travellers would stop on journeys. There is a spring or puna at this site that was used for horses. A boundary was established by Ngāti Manawa from Wairapukao to Puna Takahi in 1866. Wairapukao received its name when a woman from Ngāti Manawa lost her 'kao' (kumara bulb) and began searching for it. Wairapukao is associated with the ancestor, Ngatoroirangi and his sisters, Kuiwai and Haungaroa.
Waitehouhi	Waitehouhi was a mahinga tuna of Ngāti Manawa. The descendants of Tangiharuru caught eels at Waitehouhi. A rahui was placed over the Waitehouhi stream and the rahui posts were still evident in 1880. The aruhe or fern root was also obtained at Waitehouhi. Tangiharuru had mana over this small stream and he was often visited by Hataraka, and other ancestors, who exchanged food for eels.

ATTACHMENT D
POU RĀHUI

Recognition of Relationship, Pou Rāhui Sites

Pou Rāhui Site	Location
Mangakahika/Mangahika	Shown as 1 on OTS - 076 - 024 (map overleaf)
Maungataniwha	Shown as 2 on OTS - 076 - 024
Ngapuketurua	Shown as 3 on OTS - 076 - 024
Okooromatakitoi	Shown as 4 on OTS - 076 - 024
Puharaunui	Shown as 5 on OTS - 076 - 024
Raepohatu	Shown as 6 on OTS - 076 - 024
Tarapounamu	Shown as 7 on OTS - 076 - 024
Te Arawhata o te Paringa	Shown as 8 on OTS - 076 - 024
Te Arawhataotenohoomoke	Shown as 9 on OTS - 076 - 024
Te Maire	Shown as 10 on OTS - 076 - 024
Te Peaupeau	Shown as 11 on OTS - 076 - 024
Te Upoko o Po	Shown as 12 on OTS - 076 - 024
Waione	Shown as 13 on OTS - 076 - 024
Waipunga	Shown as 14 on OTS - 076 - 024
Wairapukao	Shown as 15 on OTS - 076 - 024
Waitehouhi	Shown as 16 on OTS - 076 - 024
Whangonui	Shown as 17 on OTS - 076 - 024
Te Huruhuru	Shown as 18 on OTS - 076 - 024
Tieke	Shown as 19 on OTS - 076 - 024
Matatu	Shown as 20 on OTS - 076 - 024
Motuparapa	Shown as 21 on OTS - 076 - 024
Te Anaruru	Shown as 22 on OTS - 076 - 024
Te Taru a Tu	Shown as 23 on OTS - 076 - 024

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

Kakanui	Shown as 24 on OTS - 076 - 024
Pukerimu	Shown as 25 on OTS - 076 - 024
Te Taua a Rae	Shown as 26 on OTS - 076 - 024
Otamatea	Shown as 27 on OTS - 076 - 024

2.2 PART 2: FISHERIES PROTOCOL

(Clause 5.5)

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF FISHERIES
REGARDING INTERACTION WITH NGĀTI MANAWA ON FISHERIES ISSUES

1 INTRODUCTION

- 1.1 The Crown, through the Minister and Chief Executive, recognises that Ngāti Manawa as tangata whenua are entitled to have ongoing input and participation in fisheries management processes that affect fish stocks in the Ngāti Manawa Fisheries Protocol Area (the "**Fisheries Protocol Area**") and that are managed by the Ministry of Fisheries (the "**Ministry**") under the Fisheries Act 1996. Such input and participation will be meaningful and include the provision for early engagement. Ngāti Manawa have a special relationship with all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area, and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.
- 1.2 Under the Deed of Settlement dated 12 December 2009 between Ngāti Manawa and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Fisheries (the "**Minister**") would issue a Fisheries Protocol (the "**Protocol**") setting out how the Ministry will interact with Ngāti Manawa (the "**Governance Entity**") in relation to matters specified in the Protocol. These matters are:
- 1.2.1 recognition of the interests of Ngāti Manawa in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area that are subject to the Fisheries Act 1996;
 - 1.2.2 development of sustainability measures, fisheries regulations and fisheries plans;
 - 1.2.3 management planning;
 - 1.2.4 support for customary non-commercial fisheries management;
 - 1.2.5 research planning;
 - 1.2.6 the nature and extent of fisheries services;
 - 1.2.7 contracting for services;
 - 1.2.8 employment of Ministry staff with customary non-commercial fisheries responsibilities;
 - 1.2.9 provision of advice to decision-makers under the Resource Management Act 1991 concerning issues of mutual interest related to the tuna/eel fishery;
 - 1.2.10 information exchange;
 - 1.2.11 consultation;
 - 1.2.12 rāhui;

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 1.2.13 dispute resolution;
- 1.2.14 review and amendment; and
- 1.2.15 changes to policy and legislation affecting this Protocol.
- 1.3 The matters listed in clause 1.2 relating to fisheries management processes, sustainability measures, regulations, plans, research planning and services refer to those conducted by the Ministry.
- 1.4 For the purposes of this Fisheries Protocol, the Governance Entity is the body representative of the whānau, hapū and iwi of Ngāti Manawa who have an interest in the sustainable utilisation of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area.
- 1.5 Ngāti Manawa has a responsibility in relation to the preservation, protection and management of its customary non-commercial fisheries in the Fisheries Protocol Area. This is inextricably linked to whakapapa and has significant cultural, spiritual, and traditional importance.
- 1.6 The obligations of the Ministry in respect of fisheries are to ensure ecological sustainability, to meet Te Tiriti o Waitangi/Treaty of Waitangi and international obligations, to enable efficient resource use, and to ensure the integrity of fisheries management systems.
- 1.7 The Ministry and Ngāti Manawa are seeking a relationship consistent with Te Tiriti o Waitangi/Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/Treaty of Waitangi guide this Protocol and provide the basis for the relationship between the parties to this Fisheries Protocol. The relationship created by this Fisheries Protocol is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve over time the outcomes sought by both.
- 1.8 The Minister and the Chief Executive of the Ministry (the “**Chief Executive**”) have certain functions, powers and duties in terms of the Fisheries Legislation and the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. With the intention of creating a relationship that achieves, over time, the fisheries policies and outcomes sought by both Ngāti Manawa and the Ministry consistent with the Ministry’s obligations as set out in clause 1.6, this Protocol sets out how the Ministry, the Minister and the Chief Executive will exercise their functions, powers and duties in relation to matters set out in this Protocol. In accordance with this Protocol, the Governance Entity will have meaningful and ongoing input and participation into the policy, planning and decision-making processes relating to the matters set out in this Protocol.
- 1.9 The Ministry will advise the Governance Entity whenever it proposes to consult with a hapū of Ngāti Manawa or with another iwi or hapū with interests inside the Fisheries Protocol Area on matters that could affect the interests of Ngāti Manawa.

2 BACKGROUND

- 2.1 Ngāti Manawa appreciate and regard all freshwater fisheries as taonga and consider that there is an inherent responsibility to ensure that these taonga are managed in such a way that Ngāti Manawa kaitiakitanga is exercised, respected and observed.
- 2.2 Ngāti Manawa values its ability to interact with its freshwater fisheries and to continue to exercise and practice Ngāti Manawatanga. An essential component is the maintenance of balance and the continuing good health of the fisheries to sustain the identity, traditional knowledge and practices of Ngāti Manawa for the benefit of current and future generations.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 2.3 Ngāti Manawa consider that their historical and cultural access, use, and management of the freshwater fisheries has been substantially affected at local, regional, and national levels due to a number of factors, and, in order to mitigate these factors this protocol shall inform and include guiding principles in the sustainable management of freshwater fisheries in the protocol area.
- 2.4 Lands and resources were at the heart of Ngati Manawa's ancestor, Tangiharuru's desire to locate himself and his followers to derive the means of a sustainable lifestyle. Ngati Manawa values and practices were shaped by the essential need to ensure their economic, social and political survival. This survival is guided by principles of trusteeship, guardianship and resource management - principles that have been translated by terms found in everyday language such as kaitiakitanga and rangatiratanga. Ngati Manawa view resource management as a reflection and recognition of their two way relationship with resources and their responsibility towards resources. This is encapsulated with the phrase 'sustainable management of resources' meaning that resources are utilised and managed in a way that the resource is maintained in a sustainable state.
- 2.5 As a land bound iwi, Ngāti Manawa traditionally relied on the Rangitaiki River, its tributaries and tuna/eels. Eels and eeling are the lifeblood of Ngāti Manawa. Ngāti Manawa custom and practice since the time of their ancestor Tangiharuru was based on an eel culture - "Ko au te tuna, ko te tuna ko au". This association is also expressed in their pepeha - "Ko Rangipo te Wehenga o te Tuna".
- 2.6 In particular, Ngāti Manawa have always had a strong traditional association with Paewai/Anguilla dieffenbachii (longfinned eel). Over time the cultural practices of Ngāti Manawa extended to the other species of tuna/eels specified at 9.5.1.
- 2.7 Ngāti Manawa also have a strong traditional association with the following taonga species:
- 2.7.1 Koura/Freshwater crayfish (*Paranephrops planifrons*);
 - 2.7.2 Kakahi/Freshwater mussel (*Hyridella menziesii*);
 - 2.7.3 Kokopu/ Giant Kokopu (*Galaxias argenteus*);
 - 2.7.4 Raumahi/Lamprey (*Geotria australis*); and
 - 2.7.5 Titarakura/Giant Bully (*Gobiomorphus gobioidus*).

3 NGĀTI MANAWA GUIDING PRINCIPLES

*Ko Tawhiuau te maunga
Ko Rangitaiki te awa
Ko Rangipo te wehenga o te tuna
Ko Ngati Manawa te iwi
Ko Tangiharuru te tangata*

*Tawhiuau is the mountain
Rangitaiki is the River
Rangipo is the departure place of the eels
Ngati Manawa are the people
Tangiharuru is the Chief*

Manawa tu, Manawa oho, Manawa Rere, Manawakotokoto

- 3.1 Ngati Manawa values, aspirations and associations encapsulate and express the world view of Ngati Manawa with the essence of acknowledging the spiritual and physical

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

relationships with the past, present for future generations. In doing so the inter-relationships and interconnectedness of these principles will continue to ensure that Ngati Manawa continues to provide and act in and for the best interests of Ngati Manawa at all times.

- 3.2 The following principles are interlinked and are fluid and extend across Ngati Manawa rohe; they are formed from reciprocity and cannot be dissected without affecting the other; they are in-separable:

Turangawaewae: Physical and spiritual relationships to the whenua; strong association and connection;

Ahikaroa: The eternal fires of occupation and whakapapa. Kainga, mahinga kai, settlements and camps hold importance as expressions of ahikāroa;

Mana Motuhake: The rights and ability to control, manage, direct and influence Ngati Manawa's future to its full potential. Prestige and identity linked to all things and associated with obligations and responsibility for the benefit of all Ngati Manawa;

Kaitiakitanga: The inherent and inherited responsibility for the sustainable use and care of resources where relationships are based on reciprocity between mana tangata, mana whenua, mana atua, mana ora. Welfare of the resource first and foremost; for the benefit of the resource and the people and the respect and commitment each have for one another;

Tino Rangatiratanga: Expressed as an act, relationship, association, thought and authorises and empowers ones rights and responsibilities to act and behave with the utmost respect in a given situation. Ngati Manawa responsibilities and aspirations extend beyond any individual, organisation and generation;

Whakapapa: The physical and spiritual relationships with mana atua, mana tangata and mana whenua. Values of connectivity through past, present and future relationships;

Mauri: Life force, ethos imbues in all things animate and inanimate. If the mauri is damaged, so too will be the mauri of the people;

Tikanga: Parameters by which activities are conducted to ensure the safeguarding and health of those values that Ngati Manawa hold steadfast eg: policies and procedures, terms and conditions. Appropriate behaviour and conduct for the wellbeing and intent of the situation. Ngati Manawa has its own tikanga in respect of the kaitiakitanga of their waters which dictates the way they manifest their management, interests and rights over and in their taonga;

Wairua: Spirituality imbued in all things requiring acknowledgement and response. Upholding the wairua;

Manaakitanga: To care, nurture and ensure the collective wellbeing and interest of Ngati Manawa. The collective takes precedence over personal gain and self interest; and

Mana Whenua: Ancestral rights that are not only based on lands and resources.

- 3.3 The Crown and the Governance Entity agree that the Ngati Manawa Guiding Principles set out in clause 3.2:

3.3.1 are intended only to provide a context for this Protocol;

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 3.3.2 do not affect how the Minister, Chief Executive and the Ministry will exercise their powers, functions and duties in relation to the matters specified in this Protocol; and
- 3.3.3 do not prevent the Minister, Chief Executive and the Ministry from interacting with other iwi or hapu with interests in the Fisheries Protocol Area.

4 RELATIONSHIP PRINCIPLES

- 4.1 Ngāti Manawa, the Minister, and the Chief Executive agree to abide by the following relationship principles when implementing this Protocol and exercising their various roles and functions under this Protocol:
 - 4.1.1 Working together to preserve, promote and protect the sustainable utilisation and enhancement of freshwater fisheries;
 - 4.1.2 Working in a spirit of co-operation;
 - 4.1.3 Ensuring early engagement on the matters specified in clause 10 of this Protocol;
 - 4.1.4 Operating a 'no-surprises' approach;
 - 4.1.5 Acknowledging that the relationship is evolving, not prescribed;
 - 4.1.6 Respecting the independence of the parties and their individual mandates, roles and responsibilities within the Protocol Area;
 - 4.1.7 Recognising and acknowledging that the parties benefit from working together by sharing their vision, knowledge, and expertise; and
 - 4.1.8 In the context of any documents or other information provided to the Ministry by Ngati Manawa, recognising and acknowledging the need to safeguard Ngati Manawa traditional knowledge and cultural expressions relating to their customary fisheries.
- 4.2 Underpinning the settlement between the Crown and Ngāti Manawa is the principle of honour and integrity. Both parties entered into the Deed of Settlement (the Deed) in good faith relying on the commitments of each other contained in the Deed with the intention of achieving a full, fair and durable settlement of the claims of Ngāti Manawa. The principle of honour and integrity is to be reflected in the implementation of this protocol.

5 NGĀTI MANAWA FISHERIES PROTOCOL AREA

This Fisheries Protocol applies across the Ngāti Manawa Fisheries Protocol Area which means the area identified in the map included as Attachment A of this Protocol.

6 TERMS OF ISSUE

- 6.1 This Protocol is issued pursuant to section [*insert number*] of the [*insert the name of the Settlement Legislation*] (the "**Settlement Legislation**") and clause 5.5 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 6.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

7 RANGITAIKI RIVER REDRESS

- 7.1 The Crown and Ngati Manawa acknowledge that the Deed of Settlement provides for further discussion on the development of river redress, and therefore this section will be completed to the extent necessary to reflect the outcome of those discussions.

8 IMPLEMENTATION AND COMMUNICATION

- 8.1 The Ministry will meet with the Governance Entity to agree a strategy to implement this Protocol as soon as practicable after this Protocol is issued. The strategy may include:

8.1.1 any matters raised in this Protocol;

8.1.2 reporting processes to be put in place, for example an annual report to be provided by the Ministry to the Governance Entity;

8.1.3 the development of an implementation plan that sets out the Ministry's obligations to the Governance Entity arising from this Protocol. The implementation plan would identify the relevant Ministry business group responsible for delivering each obligation, and any agreed actions and timeframes; and

8.1.2 review processes for this Protocol.

- 8.2 The implementation strategy described in clause 8.1 of this Protocol will have effect from the date specified in the strategy.

- 8.3 The Ministry and the Governance Entity will establish and maintain effective and efficient communication with each other on a continuing basis, by;

8.3.1 the Governance Entity providing, and the Ministry maintaining, information on the office holders of the Governance Entity, addresses and contact details;

8.3.2 the Ministry providing and the Governance Entity maintaining information on a primary Ministry contact;

8.3.3 providing reasonable opportunities for the Governance Entity and Ministry managers and staff to meet with each other; and

8.3.4 the Ministry identifying staff positions that will be working closely with the Governance Entity to inform those staff of the contents of this Protocol and their roles and responsibilities under it; and

- 8.4 The Ministry will:

8.4.1 as far as reasonably practicable, provide the Governance Entity the opportunity to train relevant Ministry staff on their values and practices, and provide ongoing training as required; and

8.4.2 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Deed of Settlement, and provide on-going information as required.

9 SPECIES OF FISH, AQUATIC LIFE AND SEAWEED

Tuna / Eels

- 9.1 The Ministry recognises that the Governance Entity has a customary non-commercial interest in the tuna/eel fishery within the Fisheries Protocol Area and in particular, the possibility of the enhancement of that fishery through the transfer of elvers and the possibility of farming tuna. The Ministry will explore with the Governance Entity how it might assist, within existing policy and legal frameworks and with available resources, any Ngati Manawa proposals for the enhancement of the tuna/eel fishery.
- 9.2 In each of the three years after the Settlement Date, upon written notice that the Governance Entity intends to apply to the Chief Executive for a special permit under section 97 of the Fisheries Act 1996, Ministry staff shall meet with representatives of the Governance Entity at a mutually acceptable venue, and consult with the Governance Entity on the following:
- 9.2.1 the maximum quantity of undersized tuna/eel that is likely to be permitted to be taken under section 97 of the Fisheries Act 1996 (the "**Permitted Catch**") from each of not more than three sites within the Fisheries Protocol Area specified by the Governance Entity to the Ministry in writing (up to a maximum of nine sites during the three year period after the Settlement Date); and
- 9.2.2 the likely conditions of any Permitted Catch, in relation to each of those specified sites, including the likely conditions in relation to the relocation of any of that Permitted Catch in:
- (a) waterways in the Fisheries Protocol Area; and
- (b) aquaculture farms.
- 9.3 In recognition of the particular importance of tuna/eel fisheries to the Governance Entity, the Ministry will consider, in accordance with relevant legislation and operational processes, any application from the Governance Entity for a special permit to take undersized tuna (elvers or glass eels) from waterways within the Fisheries Protocol Area as part of any enhancement or aquaculture project.
- 9.4 The Fisheries Protocol shall not operate to create any expectation that a special permit or any other authorisation to extract or farm tuna will be granted.
- 9.5 For the purposes of clauses 9.1 to 9.4:
- 9.5.1 tuna/eel is defined as:
- (a) *Anguilla dieffenbachii* (longfinned eel);
- (b) *Anguilla australis* (shortfinned eel); and
- (c) *Anguilla rheinhartii* (Australian longfinned eel); and
- 9.5.2 undersized tuna/eel is tuna/eel with a weight less than the minimum weight prescribed for the taking of tuna/eel by or under the Fisheries Act 1996 (which, at the date of the Deed of Settlement, was 220 grams).

10 DEVELOPMENT OF SUSTAINABILITY MEASURES, FISHERIES REGULATIONS, FISHERIES PLANS AND CONSULTATION ON SPECIES WITHIN THE FISHERIES PROTOCOL AREA

- 10.1 If the Ministry is exercising powers or functions, under the Fisheries Legislation or the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, relating to the setting of

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

sustainability measures, or the making of fisheries regulations, or the development/implementation of a fisheries plan for the purposes of section 11A of the Fisheries Act 1996 (a "**Fisheries Plan**"), for any species of fish, aquatic life or seaweed within the Fisheries Protocol Area, the Ministry must:

- 10.1.1 provide the Governance Entity with all reasonably available background information in relation to the setting of sustainability measures, the making of fisheries regulations, and the development/implementation of Fisheries Plans;
- 10.1.2 inform the Governance Entity, in writing, of any proposed changes in relation to the Fisheries Protocol Area with regard to the:
 - (d) setting of sustainability measures;
 - (e) making of fisheries regulations; and
 - (f) development/implementation of Fisheries Plans;as soon as reasonably practicable to enable Ngāti Manawa to respond in an informed way;
- 10.1.3 provide the Governance Entity at least 30 working days from receipt of the written information described in clause 10.1.2 in which to respond, verbally or in writing, to any such proposed changes;
- 10.1.4 consult with the Governance Entity to discuss any proposed changes to sustainability measures, fisheries regulations, or Fisheries Plans, if requested by the Governance Entity to do so;
- 10.1.5 incorporate the views of the Governance Entity into any advice given to the Minister or other stakeholders on proposed changes to sustainability measures, fisheries regulations, or Fisheries Plans, that affect the Governance Entity's interests, and provide a copy of that advice to the Governance Entity as soon as reasonably practicable; and
- 10.1.6 report back to the Governance Entity within 20 working days of any final decision in relation to sustainability measures, fisheries regulations, or Fisheries Plans, either in writing or in person.

11 MANAGEMENT PLANNING

- 11.1 The Governance Entity will develop a fisheries management plan that relates to the Fisheries Protocol Area. The Ministry will assist the Governance Entity, with the resources available to the Ministry, to develop a fisheries management plan that relates to the Fisheries Protocol Area.
- 11.2 The parties agree that the plan will address:
 - 11.2.1 the objectives of the Governance Entity for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Fisheries Protocol Area;
 - 11.2.2 participation of the Governance Entity in fisheries management in the Fisheries Protocol Area;
 - 11.2.3 the integrated management of the customary, commercial and recreational fishing interests of the Governance Entity in the Fisheries Protocol Area; and

- 11.2.4 participation of the Governance Entity in the Ministry's sustainability processes that affect fisheries resources in the Fisheries Protocol Area.
- 11.3 The parties agree to meet as soon as reasonably practicable after the effective date to discuss:
- 11.3.1 the content of the fisheries management plan, including how the plan will legally express, protect, and recognise the mana of Ngāti Manawa; and
- 11.3.2 ways in which the Ministry will work with the Governance Entity to develop and review the plan.

12 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

- 12.1 The Ministry undertakes to provide the Governance Entity with such information and assistance as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include:
- 12.1.1 discussions with the Ministry on the implementation of the regulations within the Fisheries Protocol Area;
- 12.1.2 provision of any reasonably available background information relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area;
- 12.1.3 training the Governance Entity to enable them to administer and implement the fisheries regulations; and
- 12.1.4 access to research information and records.

13 REGIONAL IWI FORUMS

- 13.1 The Ministry is working with iwi to establish regional iwi forums to enable iwi to have input into and participate in processes to address sustainability measures, fisheries regulations, and fisheries plans. Where the Ministry is seeking to establish a regional iwi forum in an area that will include the Fisheries Protocol Area, the Ministry will ensure that the Governance Entity will have an opportunity to participate in that forum.

14 RESEARCH PLANNING PROCESS

- 14.1 The Ministry will provide the Governance Entity with all reasonably available background information to participate in the processes, timelines and objectives associated with the research planning process of the Ministry.
- 14.2 The Ministry will consult with the Governance Entity on all research proposals commissioned by the Ministry having an effect on the Fisheries Protocol Area. The Ministry will enable the participation of the Governance Entity in Research Planning Rounds by registering a representative in the Ministry's Research Planning Groups. The Governance Entity's representative will receive full documentation concerning the Planning Group meetings and will be able to attend and participate in these meetings.
- 14.3 The Ministry will provide the Governance Entity, within 30 working days of the execution of the Fisheries Protocol, with information on the requirements for becoming an 'Approved Research Provider'. Should the requirements for becoming and remaining an 'Approved Research Provider' change over time, the Ministry will inform the Governance Entity about those changes.

15 NATURE AND EXTENT OF FISHERIES SERVICES

- 15.1 The Ministry will each year consult with the Governance Entity on the Ministry's annual business plan.
- 15.2 The Ministry will provide the Governance Entity with the opportunity to put forward proposals for the provision of services that the Governance Entity deem necessary for the management of fisheries within the Fisheries Protocol Area.

16 CONTRACTING FOR SERVICES

- 16.1 The Ministry will consult with the Governance Entity in respect of any contract for the provision of services that may impact on the management of customary fisheries within the Fisheries Protocol Area, if the Ministry is proposing to enter into such a contract.
- 16.2 The level of consultation shall be relative to the degree to which the contract impacts upon the interests of other iwi as well as those of Ngāti Manawa, and may be achieved by one or more of the following:
- 16.2.1 the Ministry may notify the Governance Entity of a contract for fisheries services;
- 16.2.2 the Ministry may notify the Governance Entity of an invitation to tender for fisheries services; and
- 16.2.3 the Ministry may direct a successful contractor to engage with the Governance Entity as appropriate, in undertaking the relevant fisheries services.
- 16.3 If the Governance Entity is contracted for fisheries services then clause 16.2.3 will not apply in relation to those fisheries services.

17 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

- 17.1 The Ministry will consult with the Governance Entity on certain aspects of the employment of Ministry staff if a particular vacancy directly affects the fisheries interests of Ngāti Manawa in relation to the Fisheries Protocol Area.
- 17.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other iwi as well as those of Ngāti Manawa, and may be achieved by one or more of the following:
- 17.2.1 consultation on the job description and work programme;
- 17.2.2 direct notification of the vacancy;
- 17.2.3 consultation on the location of the position; and
- 17.2.4 input into the selection of the interview panel.

18 RESOURCE MANAGEMENT ACT 1991

- 18.1 Ngāti Manawa and the Ministry both have concerns with the effects of activities controlled and managed under the Resource Management Act 1991 regarding the tuna/eel fishery resource within the Fisheries Protocol Area and, in particular, the issue of tuna/eel passage.
- 18.2 From time to time, the Governance Entity and the Ministry will seek to identify related priorities and issues of likely mutual interest for discussion. It is recognised that the Ministry and the Governance Entity will continue to make separate submissions in any Resource Management Act processes.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

18.3 In providing advice to decision-makers under the Resource Management Act 1991 concerning issues related to the tuna/eel fishery resource within the Fisheries Protocol Area, the Ministry will:

18.3.1 discuss with the Governance Entity the general approach that may be taken by Ngāti Manawa and the Ministry in respect of the provision of that advice, and seek to identify their respective priorities and concerns;

18.3.2 have regard to the priorities and issues of mutual concern identified when the Ministry makes decisions in respect of that advice; and

18.3.3 provide the Governance Entity with all reasonably available background information to assist in improving its effectiveness in resource management advocacy work.

19 SPECIES SUBJECT TO RIGHT OF FIRST REFUSAL DEED OVER CERTAIN QUOTA

19.1 The Ministry recognises that Ngati Manawa has a customary non-commercial interest in those species (the “**applicable species**”) subject to the right of first refusal deed over certain quota (the “**RFR Deed**”) that the Crown has provided to the Governance Entity in accordance with clause 5.46 of the Deed of Settlement. The Ministry and the Governance Entity acknowledge that the applicable species are subject to multiple fisheries management jurisdictions, including the Fisheries Legislation. The Ministry and the Governance Entity agree that nothing in the RFR Deed requires the Crown to introduce any of the applicable species into the Quota Management System.

20 INFORMATION EXCHANGE

20.1 Ngāti Manawa and the Ministry recognise the benefit of mutual information exchange. To this end, the Ministry and Ngāti Manawa will as far as possible exchange any information that is relevant to the management of the Fisheries Protocol Area.

20.2 The Ministry will make available to Ngāti Manawa all existing information held by, or reasonably accessible to, the Ministry where that information is requested by Ngāti Manawa for the purposes of assisting them to exercise their rights under this Protocol.

20.3 The Ministry will provide to the Governance Entity any reasonably available information concerning the management of species or stocks that are of significance to Ngati Manawa.

20.4 The Ministry will advise the Governance Entity of any reasonably available information concerning tuna/eel research providers and research reports, including how the Governance Entity can access certain electronic information available in the Ministry’s website.

20.5 Should the Minister issue to another group a fisheries protocol containing substantively different provisions than this Protocol the Ministry will notify the Governance Entity of those provisions.

20.6 The obligations in clause 20.1 and 20.2 do not apply to information that the Minister is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Ministry may withhold under the Official Information Act 1982.

21 CONSULTATION

21.1 Where the Ministry is required to consult in relation to this Protocol, the basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 21.1.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
 - 21.1.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
 - 21.1.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation; and
 - 21.1.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation.
- 21.2 Where the Ministry has consulted with the Governance Entity as specified in clause 21.1, the Ministry will report back to the Governance Entity, either in person or in writing, on the decision made as a result of any such consultation.

22 RĀHUI

- 22.1 The Ministry recognises that rāhui is a traditional use and management practice of Ngāti Manawa and supports their rights to place traditional rāhui over their customary fisheries.
- 22.2 The Ministry and Governance Entity acknowledge that a traditional rāhui placed by the Governance Entity over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice.
- 22.3 Ngāti Manawa undertakes to inform the Ministry of the placing and the lifting of a rāhui by Ngāti Manawa over their customary fisheries, and also the reasons for the rāhui.
- 22.4 The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rāhui has been applied, to the extent that such groups exist, of the placing and the lifting of a rāhui by Ngāti Manawa over their customary fisheries, in a manner consistent with the understandings outlined in clause 22.2 above.
- 22.5 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by Ngāti Manawa over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

23 REVIEW AND AMENDMENT

- 23.1 The Minister and the Governance Entity agree that this Protocol is a living document which may be updated and adapted to take account of any future developments.
- 23.2 Where the Ministry and the Governance Entity can not reach agreement on any issue relating to the matters specified in this Protocol, they will use the dispute resolution process contained in clause 24.

24 DISPUTE RESOLUTION

- 24.1 If either the Ministry or the Governance Entity considers there has been a problem with the implementation of this Protocol, then that party may give written notice to the other party that they are in dispute. The following process will be undertaken once notice is received by the other party to this Protocol:

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

24.1.1 Within 15 working days of being given written notice, the relevant contact persons from the Ministry and the Governance Entity will meet to work in good faith to resolve the issue;

24.1.2 If the dispute has not been resolved within 30 working days of receipt of the notice referred to in 24.1, the Chief Executive of the Ministry and representative of the Governance Entity will meet to work in good faith to resolve the issue;

24.1.3 If the dispute has not been resolved within 45 working days despite the processes outlined in clauses 24.1.1 and 24.1.2 having been followed, the Ministry and the Governance Entity may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.

24.2 In the context of any dispute that has been initiated under clause 24.1, the Ministry and the Governance Entity will place utmost importance on the fact that the Ministry and Ngati Manawa are, in accordance with clause 1.7 of this Protocol, seeking a relationship consistent with Te Tiriti o Waitangi/Treaty of Waitangi and its principles, and such a relationship is intended to assist both parties to exercise their respective responsibilities with the utmost cooperation to achieve the outcomes sought by both over time.

25 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

25.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment to the Fisheries Act 1996 which impacts upon this Protocol, the Ministry shall:

25.1.1 notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which iwi will be consulted; and

25.1.2 make available to the Governance Entity the information provided to iwi as part of the consultation process referred to in this clause; and

25.1.3 report back to the Governance Entity on the outcome of any such consultation, either in writing or in person.

26 DEFINITIONS

In this Protocol:

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

Deed of Settlement means [];

Fisheries Legislation means the Fisheries Act 1983 and the Fisheries Act 1996;

Fisheries Protocol Area means [];

Governance Entity means [];

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

Settlement Legislation means [].

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

ISSUED on _____]

SIGNED for and on behalf of **THE**)
SOVEREIGN IN RIGHT OF NEW ZEALAND)
by the Minister of Fisheries)
in the presence of:)

Honourable [_____]

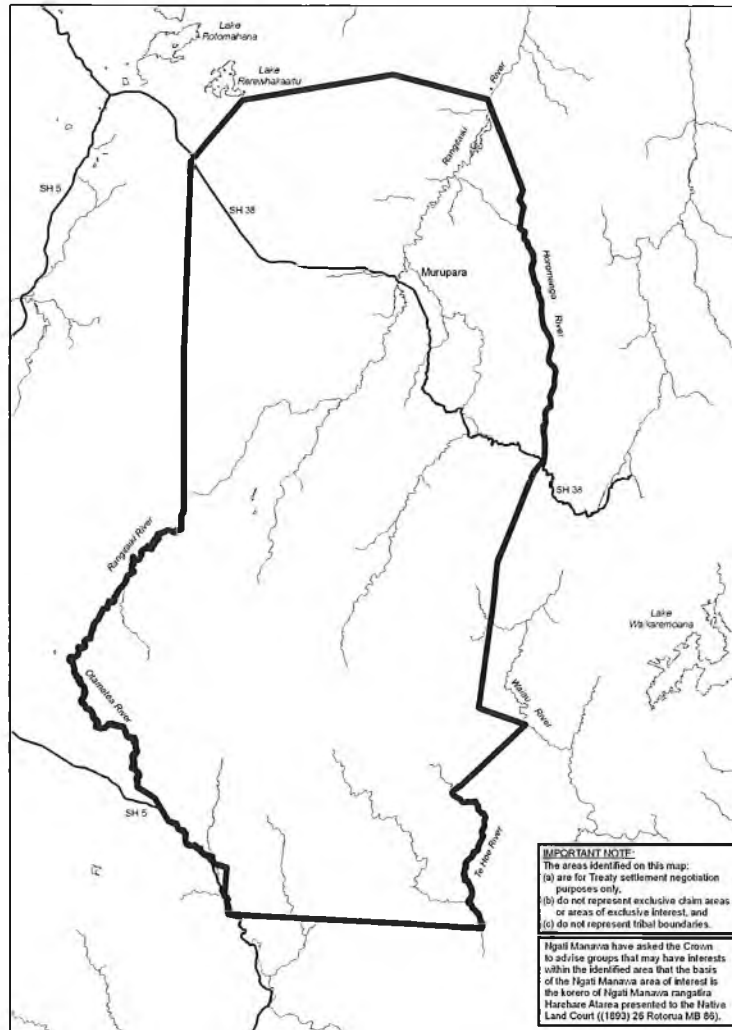
Signature of Witness

Witness Name:

Occupation:

Address:

ATTACHMENT A
FISHERIES PROTOCOL AREA



ATTACHMENT B

TERMS OF ISSUE

1 Provisions of the Deed of Settlement relating to this Protocol

1.1 The deed of settlement provides that []:

2 Authority to issue, amend or cancel Protocols

2.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 5.11.1 - 5.11.3] of the Deed of Settlement]

3 Protocols subject to rights, functions, and obligations

3.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 5.11.4 of the Deed of Settlement]

3.2 The Deed of Settlement provides that the Protocol does not restrict the ability of the Crown to interact or consult with to interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other iwi, hapū, marae, whānau or other representatives of tangata whenua.

4 Noting of this Protocol

4.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 5.6.1 - 5.6.2 of the Deed of Settlement]

5 Enforceability of protocols

5.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 5.11.5 - 5.11.7 of the Deed of Settlement]

5.2 The provisions included in the Settlement Legislation under clauses 5.11.5 and [5.11.6 of the Deed of Settlement will not apply to any guidelines developed in relation to a Protocol.

6 Limitation of rights

6.1 Section [] of the settlement legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [5.6.3] of the Deed of Settlement]

2.3 PART 3: TĀONGA TŪTURU PROTOCOL

(Clause 5.7)

TAONGA TŪTURU PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING ENGAGEMENT WITH NGĀTI MANAWA ON TAONGA TŪTURU ISSUES

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated 12 December 2009 between Ngāti Manawa 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 “Taonga Tūturu Protocol”) setting out how the Minister and the Chief Executive for the Ministry for Culture and Heritage (the “Chief Executive”) will interact with the Governance Entity on matters specified in the Taonga Tūturu Protocol. These matters are:
- 1.1.1 Newly found Taonga Tūturu;
 - 1.1.2 The export of Taonga Tūturu from New Zealand;
 - 1.1.3 The Protected Objects Act 1975 and any amendment (the “Act”);
 - 1.1.4 Registration as a collector of Taonga Tūturu;
 - 1.1.5 Board Appointments;
 - 1.1.6 National Monuments, War Graves, and Historical Graves;
 - 1.1.7 History publications relating to Ngāti Manawa;
 - 1.1.8 Information Exchange;
 - 1.1.9 Consultation;
 - 1.1.10 Review and Amendment;
 - 1.1.11 Dispute Resolution; and
 - 1.1.12 Changes to legislation affecting this protocol.
- 1.2 The Minister and the Chief Executive, or other such persons acting in those capacities, and Ngāti Manawa are seeking a relationship consistent with the Treaty of Waitangi and its principles. Those principles guide this Protocol and provide the basis for the relationship between the parties to this Taonga Tūturu Protocol, as set out in this Protocol.
- 1.3 The Chief Executive recognises that Ngāti Manawa has significant interests in relation to the preservation, protection, and management of Taonga Tūturu. This is inextricably linked to whakapapa, and has important cultural and spiritual dimensions.
- 1.4 The purpose of the Act 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 functions, powers and duties in terms of the Act. In exercising such functions, powers and duties, the Minister and Chief Executive will

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

provide the Governance Entity the opportunity for input into the policy and decision-making processes as set out in this Protocol.

2 BACKGROUND

- 2.1 Ngāti Manawa appreciates and regards all taonga as precious and consider that there is an inherent responsibility to ensure that they manage these taonga in such a way that their customs are respected and observed.
- 2.2 Ngāti Manawa values its ability to interact with its taonga and to continue to exercise and practice Ngāti Manawatanga. An essential component is the maintenance of balance and the continuing good health of Ngāti Manawa taonga to sustain the identity, traditional knowledge and practices of Ngāti Manawa for the benefit of current and future generations.
- 2.3 Ngāti Manawa considers that the historical and cultural access, use, and management of its taonga has been substantially affected at local, regional, and national levels due to a number of factors. This Protocol's provisions attempt to mitigate these factors.

3 NGĀTI MANAWA GUIDING PRINCIPLES

*Ko Tāwhiuau te maunga
Ko Rangitaiki te awa
Ko Rangipo te wehenga o te tuna
Ko Ngāti Manawa te iwi
Ko Tangiharuru te tangata*

*Tāwhiuau is the mountain
Rangitaiki is the River
Rangipo is the departure place of the eels
Ngāti Manawa are the people
Tangiharuru is the Chief*

Manawa tu, Manawa oho, Manawa Rere, Manawakotokoto

- 3.1 Ngāti Manawa values, aspirations and associations encapsulate and express the world view of Ngāti Manawa with the essence of acknowledging the spiritual and physical relationships with the past, present for future generations. In doing so the inter-relationships and interconnectedness of these principles will continue to ensure that Ngāti Manawa continues to provide and act in and for the best interests of Ngāti Manawa at all times.
- 3.2 The following principles are interlinked and are fluid and extend across the Ngāti Manawa rohe; they are formed from reciprocity and cannot be dissected without affecting the other; they are in-separable:

Turangawaewae: Physical and spiritual relationships to the whenua; strong association and connection.

Ahikāroa: The eternal fires of occupation and whakapapa. Kainga, mahinga kai, settlements and camps hold importance as expressions of ahikāroa.

Mana Motuhake: The rights and ability to control, manage, direct and influence Ngāti Manawa's future to its full potential. Prestige and identity linked to all things and associated with obligations and responsibility for the benefit of all Ngāti Manawa.

Kaitiakitanga: The inherent and inherited responsibility for the sustainable use and care of resources where relationships are based on reciprocity between mana tangata, mana whenua, mana atua, mana ora. Welfare of the resource first and foremost; for the benefit of the resource and the people and the respect and commitment each have for one another.

Tino Rangatiratanga; Expressed as an act, relationship, association, thought and authorises and empowers ones rights and responsibilities to act and behave with the utmost

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

respect in a given situation. Ngāti Manawa responsibilities and aspirations extend beyond any individual, organisation and generation.

Whakapapa: The physical and spiritual relationships with mana atua, mana tangata and mana whenua. Values of connectivity through past, present and future relationships.

Mauri: Life force, ethos imbues in all things animate and inanimate. If the mauri is damaged, so too will be the mauri of the people.

Tikanga: Parameters by which activities are conducted to ensure the safeguarding and health of those values that Ngāti Manawa hold steadfast eg: policies and procedures, terms and conditions. Appropriate behaviour and conduct for the wellbeing and intent of the situation. Ngāti Manawa has its own tikanga in respect of the kaitiakitanga of their waters which dictates the way they manifest their management, interests and rights over and in their taonga.

Wairua: Spirituality imbued in all things requiring acknowledgement and response. Upholding the wairua.

Manaakitanga: To care, nurture and ensure the collective wellbeing and interest of Ngāti Manawa. The collective takes precedence over personal gain and self interest.

Mana Whenua: Ancestral rights that are not only based on lands and resources.

4 RELATIONSHIP PRINCIPLES

4.1 Ngāti Manawa, the Minister, and the Chief Executive agree to abide by the following relationship principles when implementing this Protocol and exercising their various roles and functions under this Protocol:

4.1.1 Working together to preserve, promote, protect and enhance taonga tūturu;

4.1.2 Working in a spirit of co-operation;

4.1.3 Ensuring early engagement on matters relating to this Protocol;

4.1.4 Operating a 'no-surprises' approach;

4.1.5 Acknowledging that the relationship is evolving, not prescribed;

4.1.6 Respecting the independence of the parties and their individual mandates, roles and responsibilities within the Protocol Area as defined in clause 5.1;

4.1.7 Recognising and acknowledging that the parties benefit from working together by sharing their vision, knowledge and expertise; and

4.1.8 Recognising and acknowledging the need to safeguard traditional knowledge and cultural expressions associated with Ngāti Manawa taonga tūturu.

4.2 Underpinning the settlement between the Crown and Ngāti Manawa is the principle of honour and integrity. Both parties entered into the deed of settlement in good faith relying on the commitments of each other contained in the Deed with the intention of achieving a full, fair and durable settlement of the claims of Ngāti Manawa. The principle of honour and integrity is to be reflected in the implementation of this protocol.

5 PROTOCOL AREA

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

6 TERMS OF ISSUE

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 6.1 The Taonga Tūturu Protocol is issued pursuant to section [] of the [insert name of settlement legislation] ("the Settlement Legislation") that implements clause 5.7 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 6.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

7 THE ROLE OF THE CHIEF EXECUTIVE UNDER THIS PROTOCOL

General

- 7.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the Governance Entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:
- 7.1.1 notify the Governance Entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Manawa origin found anywhere else in New Zealand;
 - 7.1.2 provide for the care, examination, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Manawa origin found anywhere else in New Zealand;
 - 7.1.3 notify the Governance Entity 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 Manawa origin found anywhere else in New Zealand;
 - 7.1.4 notify the Governance Entity in writing of its right to apply directly to the Maori 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 Manawa origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
 - 7.1.5 notify the Governance Entity in writing of any application to the Maori 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 Manawa origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Applications for Ownership

- 7.2 If the Governance Entity lodges 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 Manawa 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.
- 7.3 If there is a competing claim or claims lodged in conjunction with the Governance Entity's claim of ownership, the Chief Executive will consult with the Governance Entity 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.
- 7.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Manawa origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the Governance Entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

Applications for Custody

- 7.5 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 Manawa origin found elsewhere in New Zealand by the Governance Entity or any other person, the Chief Executive will:

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 7.5.1 consult the Governance Entity where there is any request from any other person for the custody of the Taonga Tūturu;
- 7.5.2 consult the Governance Entity before a decision is made on who may have custody of the Taonga Tūturu; and
- 7.5.3 notify the Governance Entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

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

Implementation

- 7.8 The Chief Executive will meet with the Governance Entity to develop and agree a strategy to implement this Protocol as soon as possible after this Protocol is issued. This strategy may include but is not limited to:
 - 7.8.1 any matters raised in this Protocol;
 - 7.8.2 reporting processes to be put in place, if agreed by both parties;
 - 7.8.3 recognition of the special relationship that Ngāti Manawa has with its taonga tūturu;
 - 7.8.4 informing the Ministry of the relevant provisions in the Ngāti Manawa Iwi Management Plan;
 - 7.8.5 developing a communications protocol; and;
 - 7.8.6 establishing review processes and associated timeframes for this Protocol.
- 7.9 The implementation strategy described in clause 7.8 of this Protocol will have effect from the date agreed by both parties and specified in the strategy.

Other matters

- 7.10 The Chief Executive will also:
 - 7.10.1 discuss with the Governance Entity concerns and issues notified by the Governance Entity about the Act or this Protocol;
 - 7.10.2 as far as reasonably practicable train relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol;
 - 7.10.3 maintain information provided by the Governance Entity on the office holders of the Governance Entity, their addresses, and contact details;
 - 7.10.4 as far as reasonably practicable, provide opportunities for the Governance Entity to meet with relevant Ministry managers and staff;
 - 7.10.5 as far as reasonably practicable, inform other organisations with whom it works, central government agencies, and stakeholders about this Protocol and provide ongoing information;

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

7.10.6 as soon as reasonably practical notify the Governance Entity of any Ngāti Manawa taonga tūturu held overseas, either in private or public collections, should the Chief Executive become aware of such collections; and

7.10.7 include a copy of the Protocol on the Ministry's website.

8 THE ROLE OF THE MINISTER UNDER THIS PROTOCOL

8.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the Governance Entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the Governance Entity as an Expert Examiner, the Minister may consult with the Governance Entity where a person appeals the decision of the Chief Executive to:

8.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or

8.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand.

8.2 The Ministry will notify the Governance Entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the Governance Entity was consulted as an Expert Examiner.

9 REGISTRATION AS A COLLECTOR OF TAONGA TŪTURU

9.1 The Chief Executive will register the Governance Entity as a Registered Collector of Taonga Tūturu.

10 BOARD APPOINTMENTS

10.1 The Chief Executive shall:

10.1.1 notify the Governance Entity of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;

10.1.2 add Ngāti Manawa nominees onto the Ministry for Culture and Heritage's Nomination register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and

10.1.3 notify Ngāti Manawa of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

11 NATIONAL MONUMENTS, WAR GRAVES, AND HISTORICAL GRAVES

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

11.2 Ngāti Manawa may seek the advice of the Ministry in relation to the establishment of a memorial at Kani Rangi Park papakainga. The Chief Executive will provide Ngāti Manawa with practical advice on establishing a memorial. This may include advice on drafting a design brief, budgeting and selecting a designer.

12 HISTORY PUBLICATIONS RELATING TO NGĀTI MANAWA

12.1 The Chief Executive shall:

12.1.1 provide the Governance Entity with a list of all history publications commissioned or undertaken by the Ministry that relate substantially to Ngāti Manawa, and will supply these on request; and

12.1.2 discuss with the Governance Entity any work that the Ministry undertakes that deals specifically or substantially with Ngāti Manawa.

13 INFORMATION EXCHANGE

- 13.1 Ngāti Manawa and the Ministry recognise the benefit of mutual information exchange. To this end the Ministry and Ngāti Manawa will as far as possible exchange that is relevant to, the management of Ngāti Manawa taonga tūturu and, intellectual property associated with Ngāti Manawa taonga tūturu.
- 13.2 The Ministry will make available to Ngāti Manawa all existing information held by, or reasonably accessible to, the Ministry where that information is requested by Ngāti Manawa for the purposes of assisting them to exercise their rights under this Protocol.
- 13.3 The obligations in clause 13.1 and 13.2 do not apply to information that the Minister is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Minister or Chief Executive may withhold under the Official Information Act 1982.

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 Governance Entity in each case are:
- 14.1.1 ensuring that the Governance Entity is 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 Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
- 14.1.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation;
- 14.1.4 ensuring that the Chief Executive will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of the Governance Entity in relation to any of the matters that are the subject of the consultation; and
- 14.1.5 reporting back to the Governance Entity, either in writing or in person, on any decisions made that relate to that consultation.

15 REVIEW AND AMENDMENT

- 15.1 The Minister and the Chief Executive and Ngāti Manawa agree that this Protocol is a living document which should be updated and adapted to take account of future developments.
- 15.2 If requested by either party, the first review of this Protocol will take place one year from the Settlement Date. Thereafter, the Protocol will be reviewed on an annual basis, if requested by either party.
- 15.3 The parties agree that should any Taonga Tūturu Protocol issued by the Crown pursuant to a Deed of Settlement entered into by the Crown and another group contain more beneficial provisions than this Protocol, the Governance Entity shall be entitled to benefits of a similar nature.
- 15.4 Where the parties cannot reach agreement on any review or variation proposal they will use the dispute resolution processes contained in clause 16 of the Protocol.
- 15.5 Ngāti Manawa and the Crown may only vary this Protocol by agreement in writing.

16 DISPUTE RESOLUTION

16.1 If one party considers that there has been a breach of this Protocol then that party may give written notice to the other party that they are in dispute. The following process shall be undertaken once notice is received by the other party to this Protocol:

16.1.1 Within 15 working days of being given written notice, the relevant contact person from the Ministry and the Governance Entity will meet to work in good faith to resolve the issue.

16.1.2 If the dispute has not been resolved within 20 working days of receipt of the notice referred to in 16.1.1, the Chief Executive and Governance Entity will meet to work in good faith to resolve the issue.

16.1.3 If the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 16.1.1 and where the matter is of such significance and the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and the parties agree, the Minister and the Governance Entity will meet to work in good faith to resolve this issue. The parties recognise that this clause is subject to this Protocol's terms of issue.

17 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

17.1 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 will:

17.1.1 notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;

17.1.2 make available to the Governance Entity the information provided to Māori as part of the consultation process referred to in this clause; and

17.1.3 report back to the Governance Entity on the outcome of any such consultation.

18 DEFINITIONS

18.1 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 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.

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

Governance Entity means *[Insert name and description]*

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

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

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

Ngāti Manawa has the meaning set out in clause 13.1 of the Deed of Settlement.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

ISSUED on this day of 2009

SIGNED for and on behalf of HER
MAJESTY THE QUEEN in right of
New Zealand by the Minister for Arts,
Culture and Heritage

in the presence of:

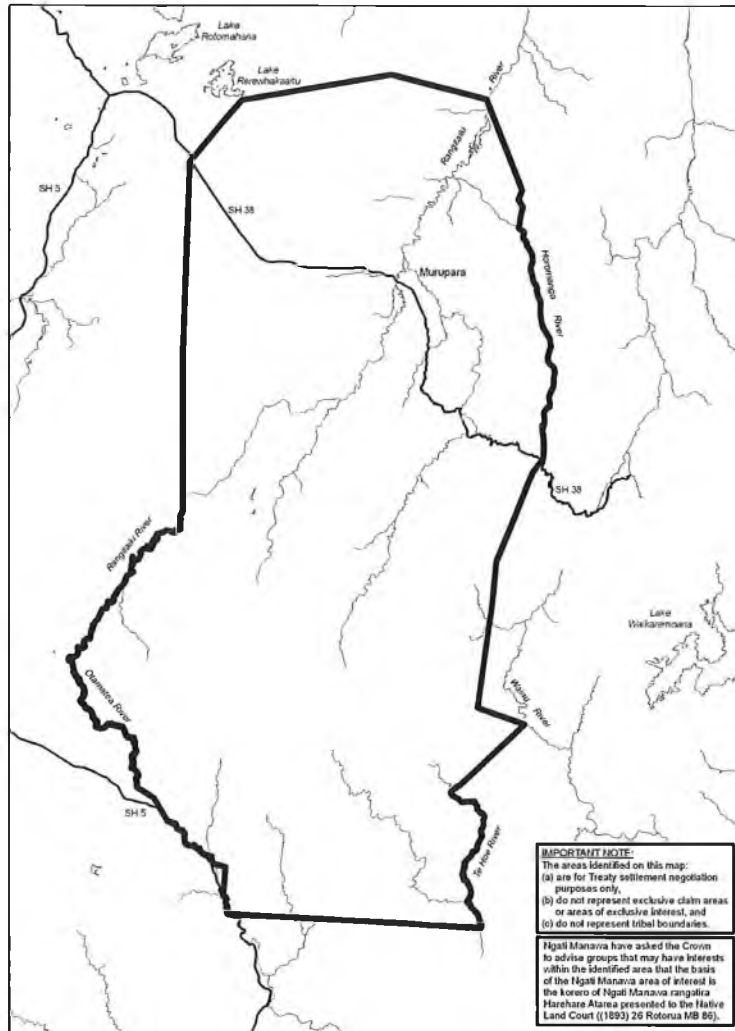
WITNESS

Name:
Occupation:
Address:



ATTACHMENT A

NGĀTI MANAWA TAONGA TŪTURU PROTOCOL AREA



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 will provide that:

1.1.1 [to insert]

2 Authority to issue, amend or cancel protocols

2.1 Section [*insert reference*] of the settlement legislation provides that:

2.1.1 [to insert]

3 Protocols subject to rights, functions, and obligations

3.1 Section [] of the settlement legislation provides that:

3.1.1 [to insert]

4 Noting of this Protocol

4.1 Section [] of the settlement legislation provides that:

4.1.1 [to insert]

5 Enforcement of a protocol

5.1 Section [] of the settlement legislation provides that:

5.1.1 [to insert]

6 Limitation of rights

6.1 Section [] of the settlement legislation provides that:

6.1.1 [to insert]

2.4 PART 4: CROWN MINERALS PROTOCOL

(Clause 5.9)

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

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated 12 December 2009 between Ngāti Manawa 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**") setting out how the Ministry of Economic Development (the "**Ministry**") will consult with the Ngāti Manawa governance entity (the "**Governance Entity**") on matters specified in the Crown Minerals Protocol.
- 1.2 Both the Ministry and Ngāti Manawa 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 Ngāti Manawa has interests and responsibilities in relation to the Protocol Area. These interests and responsibilities are inextricably linked to whakapapa and have important cultural and spiritual dimensions.
- 1.6 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 This Crown Minerals Protocol outlines how the Ministry will have regard to the rights and interests of Ngāti Manawa while exercising its functions, powers, and duties in relation to the matters set out in this Crown Minerals Protocol.
- 2.2 The Governance Entity 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 NGĀTI MANAWA GUIDING PRINCIPLES

Ko Tāwhiuau te maunga

Ko Rangitaiki te awa

Ko Rangipo te wehenga o te tuna

Ko Ngāti Manawa te iwi

Ko Tangiharuru te tangata

Tāwhiuau is the mountain

Rangitaiki is the River

Rangipo is the departure place of the eels

Ngāti Manawa are the people

Tangiharuru is the Chief

Manawa tu, Manawa oho, Manawa Rere, Manawakotokoto

- 3.1 Ngāti Manawa values, aspirations, and associations encapsulate and express the world view of Ngāti Manawa with the essence of acknowledging the spiritual and physical relationships with the past and present for future generations. In doing so the inter-relationships and interconnectedness of these principles will continue to ensure that Ngāti Manawa continues to provide, and act in and for, the best interests of Ngāti Manawa at all times.
- 3.2 The following principles are interlinked and are fluid and extend across Ngāti Manawa rohe; they are formed from reciprocity and cannot be dissected without affecting the other; they are in-separable:

Turangawaewae: Physical and spiritual relationships to the whenua; strong association and connection.

Ahikāroa: The eternal fires of occupation and whakapapa. Kainga, mahinga kai, settlements and camps hold importance as expressions of ahikāroa.

Mana Motuhake: The rights and ability to control, manage, direct and influence Ngāti Manawa's future to its full potential. Prestige and identity linked to all things and associated with obligations and responsibility for the benefit of all Ngāti Manawa.

Kaitiakitanga: The inherent and inherited responsibility for the sustainable use and care of resources where relationships are based on reciprocity between mana tangata, mana whenua, mana atua, mana ora. Welfare of the resource first and foremost; for the benefit of the resource and the people and the respect and commitment each have for one another.

Tino Rangatiratanga: Expressed as an act, relationship, association, thought and authorises and empowers one's rights and responsibilities to act and behave with the utmost respect in a given situation. Ngāti Manawa responsibilities and aspirations extend beyond any individual, organisation and generation.

Whakapapa: The physical and spiritual relationships with mana atua, mana tangata and mana whenua. Values of connectivity through past, present, and future relationships.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

Mauri: Life force, ethos imbues in all things animate and inanimate. If the mauri is damaged, so too will be the mauri of the people.

Tikanga: Parameters by which activities are conducted to ensure the safeguarding and health of those values that Ngāti Manawa hold steadfast eg: policies and procedures, terms and conditions. Appropriate behaviour and conduct for the wellbeing and intent of the situation. Ngāti Manawa has its own tikanga in respect of the kaitiakitanga of their waters which dictates the way they manifest their management, interests and rights over and in their taonga.

Wairua: Spirituality imbued in all things requiring acknowledgement and response. Upholding the wairua.

Manaakitanga: To care, nurture and ensure the collective wellbeing and interest of Ngāti Manawa. The collective takes precedence over personal gain and self interest.

Mana Whenua: Ancestral rights that are not only based on lands and resources.

4 PROTOCOL AREA

- 4.1 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.

5 TERMS OF ISSUE

- 5.1 This Crown Minerals Protocol is issued pursuant to section [] of [insert the name of the Settlement Legislation] (the "**Settlement Legislation**") that implements clause 5.9 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 5.2 This Crown Minerals Protocol must be read subject to the terms of issue set out in Attachment B.

6 CONSULTATION

- 6.1 The Minister will ensure that the Governance entity is consulted by the Ministry:

New minerals programmes

- 6.1.1 on the preparation of new minerals programmes which relate, whether wholly or in part, to the Protocol Area;

Petroleum exploration permit block offers

- 6.1.2 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

- 6.1.3 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 6.1.2;

Amendments to petroleum exploration permits

- 6.1.4 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

- 6.1.5 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

- 6.1.6 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 6.1.5 or where the application relates to newly available acreage;

Newly available acreage

- 6.1.7 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

- 6.1.8 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.

- 6.2 Each decision on a proposal referred to in clause 6.1 will be made having regard to any matters raised as a result of consultation with the Governance Entity, and having regard to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi.

7. IMPLEMENTATION AND COMMUNICATION

- 7.1 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 6.1 of this Crown Minerals Protocol. The Ministry will consult with the Governance Entity in accordance with this Crown Minerals Protocol and in accordance with the relevant minerals programme if matters described in clause 6.1 of this Crown Minerals Protocol may affect the interests of Ngāti Manawa.
- 7.2 The basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- 7.2.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues in relation to any matters under clause 6.1 of this Crown Minerals Protocol;
- 7.2.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters described in clause 6.1 of this Crown Minerals Protocol;
- 7.2.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process and the consideration by the Governance Entity of its submissions in relation to any of the matters described in clause 6.1 of this Crown Minerals Protocol; and
- 7.2.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of the Governance

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

Entity in relation to any of the matters described in clause 6.1 of this Crown Minerals Protocol.

7.3 Where the Ministry is required to consult the Governance Entity as specified in clause 6.1, the Ministry will report back in writing to the Governance Entity on the decision made as a result of such consultation.

7.4 The Ministry will seek to fulfil its obligations under this Crown Minerals Protocol by:

7.4.1 maintaining information on the Governance Entity's address and contact details as provided from time to time by the Governance Entity;

7.4.2 as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Crown Minerals Protocol;

7.4.3 nominating relevant employees to act as contacts with the Governance Entity in relation to issues concerning this Crown Minerals Protocol; and

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

8 EXCLUSION FOR AREAS OF SIGNIFICANT IMPORTANCE TO NGĀTI MANAWA

8.1 The Crown has responsibilities in relation to active protection. As a result of the consultation specified in clause 6.1 the Governance Entity may request that defined areas of land of significant importance to the mana of Ngāti Manawa are excluded from the operation of the minerals programme or shall not be included in any block offer or permit. If the Governance Entity and the Crown think it appropriate, there may be face-to-face consultation or a hui held.

9 INFORMATION PROVISION

9.1 The Ministry will make available to Ngāti Manawa all existing information held by the Ministry where that information is requested by Ngāti Manawa for the purposes of assisting them to exercise their rights under this Protocol.

9.2 The obligation in clause 9.1 does not apply to information that the Ministry is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Minister or Ministry has grounds to withhold under the Official Information Act 1982.

10 DISPUTE RESOLUTION

10.1 If one party considers that there has been a breach of this Protocol then that party may give written notice to the other party that they are in dispute. The following process shall be undertaken once notice is received by the other party to this Protocol:

a Within 15 working days of being given written notice, the relevant contact person from the Ministry and the Governance Entity will meet to work in good faith to resolve the issue.

b If the dispute has not been resolved within 20 working days of receipt of the notice referred to in 10.1(a), the Chief Executive and the nominated representative of the Governance Entity will meet to work in good faith to resolve the issue.

11 DEFINITIONS

11.1 In this Crown Minerals Protocol:

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

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 and Ngāti Manawa;

Governance Entity means [*insert name and description of Ngāti Manawa PSGE*];

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 Manawa has the meaning set out in clause 13.1 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;

and, except in sections 10 and 11 of the Act, includes any Petroleum as so defined which has been mined or otherwise recovered from its natural condition, or which has been so mined or otherwise recovered, but which has been returned to a natural reservoir for storage purposes in the same or an adjacent area;

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

Protocol Area has the meaning given to it in clause 4; and

Secretary means the chief executive of the Ministry of Economic Development

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
in right of New Zealand by the Minister of)
Energy and Resources in the presence of:)

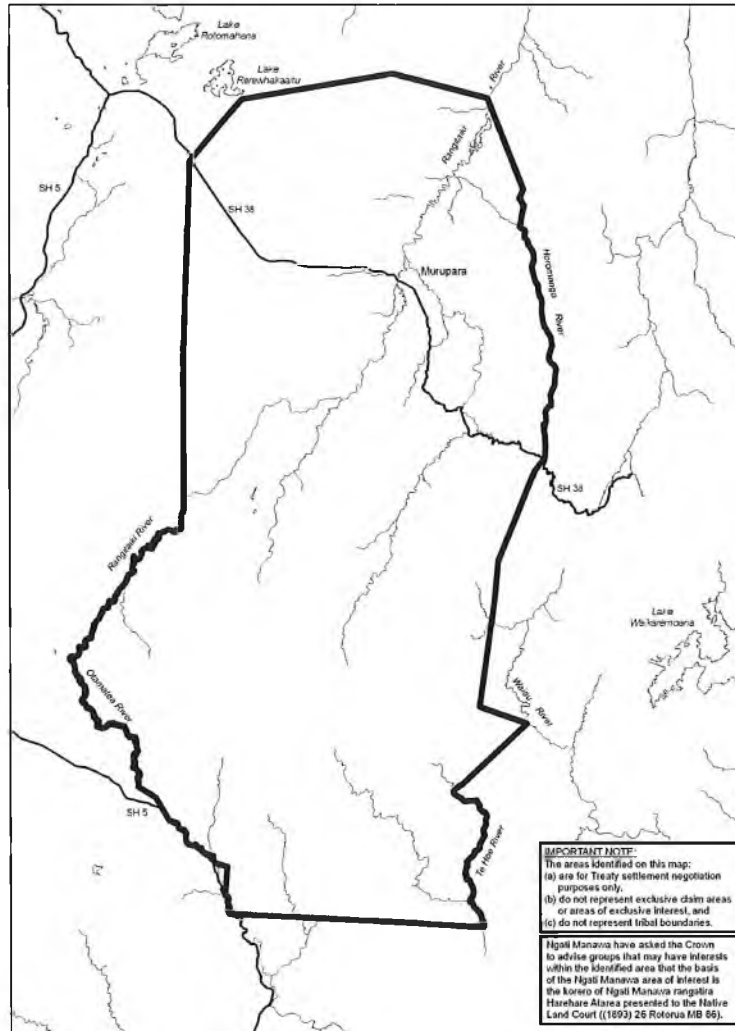
Signature of Witness

Witness Name:

Occupation:

Address:

ATTACHMENT A
PROTOCOL AREA



ATTACHMENT B
CROWN MINERALS 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 will provide that:

1.1.1 [to insert]

2 Authority to issue, amend or cancel protocols

2.1 Section [*insert reference*] of the settlement legislation provides that:

2.1.1 [to insert]

3 Protocols subject to rights, functions, and obligations

3.1 Section [] of the settlement legislation provides that:

3.1.1 [to insert]

4 Noting of this Protocol

4.1 Section [] of the settlement legislation provides that:

4.1.1 [to insert]

5 Enforcement of a protocol

5.1 Section [] of the settlement legislation provides that:

5.1.1 [to insert]

6 Limitation of rights

6.1 Section [] of the settlement legislation provides that:

6.1.1 [to insert]

PART 3

**STATUTORY ACKNOWLEDGEMENTS -
STATUTORY AREAS**

3. STATUTORY ACKNOWLEDGEMENTS - STATUTORY AREAS

(Clause 5.20.1(a))

Statutory Area	Location	Legal Description
Pukehinau (pā)	As shown on OTS - 076 - 021	5 hectares, approximately, being Part Heruiwi 4B1. Part <i>Gazette</i> 1983 page 2029.
Te Kōhua (wāhi tapu and urupā)	As shown on OTS - 076 - 022	5 hectares, approximately, being Part Whirinaki 1 No.1. Part <i>Gazette</i> 1932 page 2507.
Tāwhiuau "Ahikāroa"	As shown on OTS - 076 - 023	Part Urewera A. Part <i>Gazette</i> 1957 page 2217.
Moerangi	As shown on OTS - 076 - 030	Part Heruiwi 4G. Part <i>Gazette</i> 1932 page 2507 and Part Urewera A. Part <i>Gazette</i> 1944 page 627.
Tawhaitari	As shown on OTS - 076 - 031	Part Run 95. Part <i>Gazette</i> 1932 page 2507.
Otairi	As shown on OTS - 076 - 032	Part Urewera A. Part <i>Gazette</i> 1957 page 2217, Part Section 1 Block II and Part Section 5 Block VI Ahukereru Survey District. Part <i>Gazette</i> 1938 page 312.

Statutory Area	Location
Rangitaiki River within the Ngāti Manawa Area of Interest	As shown on OTS - 076 - 025
Whirinaki River within the Ngāti Manawa Area of Interest	As shown on OTS - 076 - 026
Horomanga River within the Ngāti Manawa Area of Interest	As shown on OTS - 076 - 027
Wheao River within the Ngāti Manawa Area of Interest	As shown on OTS - 076 - 028

PART 4

**STATUTORY ACKNOWLEDGEMENTS -
STATEMENTS OF ASSOCIATION**

4. STATUTORY ACKNOWLEDGEMENTS - STATEMENTS OF ASSOCIATION

(Clause 5.20.1(b))

STATEMENT OF ASSOCIATION - TAWHAITARI

Tawhaitari is a traditional mahinga kai for kereru. It is a place where Ngāti Manawa went to catch kereru and where the feeding and water troughs and bird snares were placed in trees to attract and trap the kereru. The pigeon troughs were still in place in the late 1960's and early 1970's. Where these troughs are today is uncertain.

Ngāti Manawa has a long history of the use of this tribal venue for the purpose of catching kereru. It was a place that many generations of our people from the times of our ancestors were able to catch plentiful supplies.

The habits of the kereru, the food that they fed on that made them fat, the seasons when it was best to harvest them or best to leave them and the times when they would seek water and come to roost in the trees were part of the knowledge handed down. Rituals prior to harvest and preparation for cooking and storing were part of the traditional knowledge Ngāti Manawa calls their Ngāti Manawatanga - the Ngāti Manawa way of being and doing things.

Tawhaitari is known today as Scotty's ridge and is above the Tahai flats.

STATEMENT OF ASSOCIATION - MOERANGI

Moerangi is one of Ngāti Manawa's three sacred maunga. It is depicted in the ancestral meeting house at Rangitahi Marae - Apa Hāpai Taketake.

STATEMENT OF ASSOCIATION - TE KOHUA

Te Kohua, meaning 'oven' is an important wahi tapu, there is an urupā located at this site. The urupa is significant to Ngāti Manawa because it contains the remains of our ancestors. We have a responsibility to look after the last resting place of our ancestors and to hope to have the area in our ownership so that we can look after the site, their graves and their remains.

In turn, those of us who remain on earth are the link between our ancestors from the past to our descendents into the future.

Ngāti Manawa are concerned that the site has been desecrated. Archaeological remains, including an oven, have been removed from this site. Te Kohua requires protection from pigs and deer. Because of the cultural and spiritual significance of Te Kōhua.

STATEMENT OF ASSOCIATION - PUKEHINAU

Pukehināu is a historical Ngāti Manawa pa site. Pukehināu was the first pa to be established by Ngāti Manawa. The pa was settled by the Ngāti Manawa ancestor Tangiharuru in the seventeenth century. Tangiharuru was of Tainui and Te Arawa descent. He lived in numerous locations before embarking on the conquest of the Marangaranga with his uncle, Wharepakau.

Pukehināu is a culturally significant site in Ngāti Manawa's history. Pukehināu was the site of Tangiharuru's death. Long after Ngāti Manawa had settled in the region, a remnant of Te Marangaranga staged a revenge attack on Pukehināu. During this battle, Tangiharuru was killed by Rangiahua of Te Marangaranga. Rangiahua's father, Haena, had been killed by Tangiharuru at Tahau. A waiata was composed to commemorate the event.

STATEMENT OF ASSOCIATION - OTAIRI

Otairi has special significance for Ngāti Manawa especially those under the mana of Ngāti Marakoko and Ngāti Mahanga, ancient hapū of Ngāti Manawa. Otairi was shared with Ngāti Whare and some of Ngāti Patuheuheu due to strategic marriages with Ngāti Whare. Ngāti Manawa, Ngāti Whare and Ngāti Patuheuheu are closely related and strategic marriages reinforced and maintained that closeness.

Through these marriages, according to Heta Tamati of Ngāti Whare and Ngāti Manawa, who gave evidence about Otairi block before the Maori Land Court, Ngāti Manawa consider that they became entitled to a share of Otairi through ahikāroa and over time through birth right.

The occupation of Otairi by the iwi was about practical solutions at times when food was scarce, upholding mana whenua and security were issues that required numbers. The block was also special to Ngāti Manawa as a mahinga kai; Ngāti Manawa and others used Otairi for their cultivations and bird, poultry and rat hunting. Due to the shallow underground waterways no tupapakuwere ever buried here. They were taken out to Puhipuhi, an urupa outside of Otairi.

On the most prominent point of Otairi, there stood the famous tree called Pato. Pato was used as an alarm to warn the whole of the Otairi, Maraetahia, Te Whaiti Nui a Toi and the Whirinaki people of advancing war parties. This warning gave them time to reach their defensive positions and prepare for battle.

Pato was an old tree from the time of the Marangaranga iwi (pre-Ngāti Manawa occupation) and was used as an alarm until the late 1860s. At this time Gilbert Mair chopped this tree down as his Maori troops refused to touch it or go near it due to the wairua and mana of such a tree.

STATEMENT OF ASSOCIATION - RANGITAIKI RIVER

Tāwhiuau te maunga	Tawhiuau is the mountain
Rangitaiki te awa	Rangitaiki is the river
Rangipo te wehenga o te tuna	Rangipo is the farewell point to the tuna
Ngāti Manawa te iwi	Ngāti Manawa is the iwi
Tangiharuru te tangata	Tangiharuru is the ancestor

Traditional history tells the story of how Tangiharuru conquered the Marangaranga who occupied the Rangitaiki River valley. Through this conquest, Ngāti Manawa occupied and exercised tino rangatiratanga over the Kuhawaea and Kaingaroa plains and the Rangitaiki River valley from the Wheao River to the Āniwaniwa Falls. In this way Ngāti Manawa's mana over these lands was established.

The Rangitaiki is the tupuna awa of Ngāti Manawa. It is the tuakana of all of the rivers and tributaries in our rohe. As a tupuna, the river is a whole entity that works in harmony to provide food and water and more significantly, a habitat for native fish. The tuna is a significant food source for Ngāti Manawa. It is also a resource that represented Ngāti Manawa's mana as the abundance and quality of the tuna was renowned.

Ngāti Manawa recognised four different types of tuna and used a number of methods to catch them. The tuna were frequently large and very fat. Ngāti Manawa cook tuna in flax leaves as a counter to the fat in the tuna.

The river is the lifeblood of the people. This is evidenced by a large number of mahinga kai along and adjacent to its river banks and the existence of a number of puna which different families cared for and were sustained by. The waters of the puna eventually join the waters of the Rangitaiki so in a sense the water and the people are physically, spiritually and culturally inseparable. The intergenerational association of Ngāti Manawa with the river serves the purpose of maintaining the continuity of consciousness between all things, all generations and the continued transmission of traditional knowledge.

In earlier times, the river was used for transport from the coast. The Āniwaniwa Falls was the only area where canoes had to be transported along tracks around them. The river at that time had a strong current and required skilled and strong paddlers.

The mauri of the river is contained in a rock in the river called Tokakawau.

Stories and traditional history relate to a number of taniwha in particular places in the river. These taniwha were characterised by certain qualities - either mischievous, playful, friendly

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

or hostile. Some were credited with shifting hinaki within the river or out of the river entirely. The taniwha often assumed eel-like forms.

STATEMENT OF ASSOCIATION - WHIRINAKI RIVER

The Whirinaki River flows in to the Rangitaiki River.

It has a more gentle current and is known by the people as the 'kind' river. The Whirinaki River was another river that was a source of food. As with the Rangitaiki River, whanau groups and hapu groups had special resource uses and occupied and cared for special places such as pa tuna, mahinga tuna, tauranga ika and fishing stands.

To protect these rights and to enable others to recognise them, pou were placed in the river and sometimes a garment belonging to a specific person was attached to it. This indicated that the area was set aside for the personal use of the person whose garment was attached to the pou rahui. Pou raāhui were imposed to protect a resource, an area and in particular as a mark of respect if there were a drowning. The time required for a body to be recovered and for any parts of the body to pass through any creature that ate any of it ranged from three to nine days.

There are many mahinga kai and pā along or adjacent to the Whirinaki River. As a people with close kinship ties to Ngāti Whare, we often lived together on a number of pā in our rohe. These pa had nearby sources of water.

STATEMENT OF ASSOCIATION - WHEAO RIVER

The Wheao River was a pristine, primary area for fishing tuna and latterly, trout. The waters are clear, sweet and accessible in many areas for animals to drink from and where Ngāti Manawa frequently fished.

The Wheao runs through a river valley that has high hills that are forested and accessible by humans by canoe or hiking. The landscapes demonstrate a clean green image with forested valley walls, forested hill tops and the silvery shimmer of the water of the river snaking along the valley floor. It was a food store for tuna. Ngāti Manawa had relied on the rivers for generations for the provision of tuna. Since the development and operation of the Wheao Dam the food store, especially the tuna, has been dramatically depleted. Now it is a food store for trout, deer and pigs.

Today, the Wheao River receives water from its tuakana, Rangitaiki, through a diversion at Te Arawhata o te paringa. The purpose of this is to feed the Wheao hydro dam. Each river has its own māuri and a status of tuakana / teina. The diversion of the tuakana river (Rangitaiki) into the teina river (Wheao) goes against Ngāti Manawa tikanga.

STATEMENT OF ASSOCIATION - HOROMANGA RIVER

Ngāti Manawa considers the Horomanga Wash to be a special taonga and has particular importance to us for a number of reasons. For example, Kaimokopuna, the Ngāti Manawa fortified pa, was situated on the banks of the Horomanga River. The Horomanga/this pa was immortalised in Te Arawa "kaioraora", which was composed to commemorate the killing of their ancestor, Tionga.

It was here at Kaimokopuna that Te Wharekauri Tahana, the last fully tattooed warrior and cannibal of Ngāti Manawa, lived.

In addition, the Horomanga is renowned for its aruhe, or fern root, that tastes like coconut and banana. The Horomanga was also traditionally used as a pathway into the Kuhawaea Plains and in to the Urewera. This meant that there were particular sites along the waterway where travellers could meet, talk, camp out and collect food and firewood. Sharing news and discussing issues of the day helped to dissipate the time on cold nights around the cooking fires.

Our interest in the Horomanga and the related areas is due to the cultural and historical association of the waterway, the people who lived there and the mahinga kai - our people's food baskets.

The Horomanga River is also an ancestral boundary to the east of Tawhiuau maunga. As a natural feature, the boundary has existed over many generations and is thus part of our cultural memory as an identifier of lands Ngāti Manawa have traditionally held mana over.

PART 5

DEEDS OF RECOGNITION - DESCRIPTION OF AREAS

5. DEEDS OF RECOGNITION - DESCRIPTION OF AREAS

(Clause 5.22)

Area	Location	Legal Description
Pukehinau (pā)	As shown on OTS - 076 - 021	5 hectares, approximately, being Part Heruiwi 4B1. Part <i>Gazette</i> 1983 page 2029.
Te Kōhua (wāhi tapu and urupā)	As shown on OTS - 076 - 022	5 hectares, approximately, being Part Whirinaki 1 No.1. Part <i>Gazette</i> 1932 page 2507.
Rangitaiki River within the Ngāti Manawa Area of Interest	As shown on OTS - 076 - 025	
Whirinaki River within the Ngāti Manawa Area of Interest	As shown on OTS - 076 - 026	
Horomanga River within the Ngāti Manawa Area of Interest	As shown on OTS - 076 - 027	
Wheao River within the Ngāti Manawa Area of Interest	As shown on OTS - 076 - 028	

PART 6

DEEDS OF RECOGNITION

6. DEEDS OF RECOGNITION

MINISTER OF CONSERVATION

(Clause 5.22)

THIS DEED is made

BETWEEN

[The Ngāti Manawa governance entity] (the "governance entity")

AND

THE SOVEREIGN in right of New Zealand acting by the Minister of Conservation (the "Crown")

IT IS AGREED as follows:

1 BACKGROUND

- 1.1 The governance entity and the Crown are parties to a deed of settlement dated 12 December 2009.
- 1.2 It was agreed under clauses 5.22 and 5.28.1 of the deed of settlement that, if it became unconditional, the Crown and the governance entity would enter into this deed.
- 1.3 The [settlement legislation] has come into force and the deed of settlement is unconditional.
- 1.4 The Crown has acknowledged, under section [] of the settlement legislation, the statements by Ngāti Manawa set out in clause 3.2 of their particular cultural, spiritual, historical and traditional association with the statutory areas.

2 PURPOSE

- 2.1 The purpose of this Deed of Recognition is to recognise the cultural, spiritual, historical, and ancestral associations that Ngāti Manawa has with the statutory areas set out in clause 3.1.

3 STATUTORY AREAS AND STATEMENTS OF ASSOCIATION

- 3.1 This deed applies to each of the following statutory areas:
 - 3.1.1 Pukehinau;
 - 3.1.2 Te Kohua;

- 3.1.3 the Rangitaiki River within the Ngāti Manawa Area of Interest;
 - 3.1.4 the Whirinaki River within the Ngāti Manawa Area of Interest;
 - 3.1.5 the Horomanga River within the Ngāti Manawa Area of Interest; and
 - 3.1.6 the Wheao River within the Ngāti Manawa Area of Interest.
- 3.2 The statements of association relating to each of those statutory areas are as follows:

Pukehinau

- 3.2.1 Pukehinau is a historical Ngāti Manawa pa site. Pukehinau was the first pa to be established by Ngāti Manawa. The pa was settled by the Ngāti Manawa ancestor Tangiharuru in the seventeenth century. Tangiharuru was of Tainui and Te Arawa descent. He lived in numerous locations before embarking on the conquest of the Marangaranga with his uncle, Wharepakau.
- 3.2.2 Pukehinau is a culturally significant site in Ngāti Manawa's history. Pukehinau was the site of Tangiharuru's death. Long after Ngāti Manawa had settled in the region, a remnant of Te Marangaranga staged a revenge attack on Pukehinau. During this battle, Tangiharuru was killed by Rangiahua of Te Marangaranga. Rangiahua's father, Haena, had been killed by Tangiharuru at Tahau. A waiata was composed to commemorate the event.

Te Kohua

- 3.2.3 Te Kohua, meaning 'oven' is an important wahi tapu, there is an urupā located at this site. The urupa is significant to Ngāti Manawa because it contains the remains of our ancestors. We have a responsibility to look after the last resting place of our ancestors and to hope to have the area in our ownership so that we can look after the site, their graves and their remains.
- 3.2.4 In turn, those of us who remain on earth are the link between our ancestors from the past to our descendents into the future.
- 3.2.5 Ngāti Manawa are concerned that the site has been desecrated. Archaeological remains, including an oven, have been removed from this site. Te Kohua requires protection from pigs and deer. Because of the cultural and spiritual significance of Te Kōhua.

Rangitaiki River within the Ngāti Manawa Area of Interest

Tawhiuau te maunga	Tawhiuau is the mountain
Rangitaiki te awa	Rangitaiki is the river
Rangipo te wehenga o te tuna	Rangipo is the farewell point to the tuna
Ngāti Manawa te iwi	Ngāti Manawa is the iwi
Tangiharuru te tangata	Tangiharuru is the ancestor

- 3.2.6 Traditional history tells the story of how Tangiharuru conquered the Marangaranga who occupied the Rangitaiki River valley. Through this conquest, Ngāti Manawa occupied and exercised tino rangatiratanga over the Kuhawaea and Kaingaroa plains and the Rangitaiki River valley from the Wheao River to the Aniwaniwa falls. In this way Ngāti Manawa's mana over these lands was established.
- 3.2.7 The Rangitaiki is the tupuna awa of Ngāti Manawa. It is the tuakana of all of the rivers and tributaries in our rohe. As a tupuna, the river is a whole entity that works in harmony to provide food and water and more significantly, a habitat for native fish. The tuna is a significant food source for Ngāti Manawa. It is also a resource that represented Ngāti Manawa's mana as the abundance and quality of the tuna was renowned.
- 3.2.8 Ngāti Manawa recognised four different types of tuna and used a number of methods to catch them. The tuna were frequently large and very fat. Ngāti Manawa cooks tuna in flax leaves as a counter to the fat in the tuna.
- 3.2.9 The river is the lifeblood of the people. This is evidenced by a large number of mahinga kai along and adjacent to its river banks and the existence of a number of puna which different families cared for and were sustained by. The waters of the puna eventually join the waters of the Rangitaiki so in a sense the water and the people are physically, spiritually and culturally inseparable. The intergenerational association of Ngāti Manawa with the river serves the purpose of maintaining the continuity of consciousness between all things, all generations and the continued transmission of traditional knowledge.
- 3.2.10 In earlier times, the river was used for transport from the coast. The Aniwaniwa falls was the only area where canoes had to be transported along tracks around them. The river, at that time had a strong current and required skilled and strong paddlers.
- 3.2.11 The mauri of the river is contained in a rock in the river called Tokakawau.

3.2.12 Stories and traditional history relate to a number of taniwha in particular places in the river. These taniwha were characterised by certain qualities - either mischievous, playful, friendly or hostile. Some were credited with shifting hinaki within the river or out of the river entirely. The taniwha often assumed eel-like forms.

Whirinaki River within the Ngāti Manawa Area of Interest

3.2.13 The Whirinaki River flows in to the Rangitaiki River.

3.2.14 It has a more gentle current and is known by the people as the 'kind' river. The Whirinaki River was another river that was a source of food. As with the Rangitaiki River, whanau groups and hapu groups had special resource uses and occupied and cared for special places such as pa tuna, mahinga tuna, tauranga ika and fishing stands.

3.2.15 To protect these rights and to enable others to recognise them, pou were placed in the river and sometimes a garment belonging to a specific person was attached to it. This indicated that the area was set aside for the personal use of the person whose garment was attached to the pou. Rahui were imposed to protect a resource, an area and in particular as a mark of respect if there were a drowning. The time required for a body to be recovered and for any parts of the body to pass through any creature that ate any of it ranged from three to nine days.

3.2.16 There are many mahinga kai and pa along or adjacent to the Whirinaki River. As a people with close kinship ties to Ngāti Whare, we often lived together on a number of pa in our rohe. These pa had nearby sources of water.

Horomanga River within the Ngāti Manawa Area of Interest

3.2.17 Ngāti Manawa considers the Horomanga Wash to be a special taonga and has particular importance to us for a number of reasons. For example, Kaimokopuna, the Ngāti Manawa fortified pa, was situated on the banks of the Horomanga River. The Horomanga/this pa was immortalised in Te Arawa "kaioraora", which was composed to commemorate the killing of their ancestor, Tionga.

3.2.18 It was here at Kaimokopuna that Te Wharekauri Tahana, the last fully tattooed warrior and cannibal of Ngāti Manawa, lived.

3.2.19 In addition, the Horomanga is renowned for its aruhe, or fern root, that tastes like coconut and banana. The Horomanga was also traditionally used as a pathway

into the Kuhawaea Plains and in to the Urewera. This meant that there were particular sites along the waterway where travellers could meet, talk, camp out and collect food and firewood. Sharing news and discussing issues of the day helped to dissipate the time on cold nights around the cooking fires.

3.2.20 Our interest in the Horomanga and the related areas is due to the cultural and historical association of the waterway, the people who lived there and the mahinga kai - our people's food baskets.

3.2.21 The Horomanga River is also an ancestral boundary to the east of Tawhiuau maunga. As a natural feature, the boundary has existed over many generations and is thus part of our cultural memory as an identifier of lands Ngāti Manawa have traditionally held mana over.

Wheao River within the Ngāti Manawa Area of Interest

3.2.22 The Wheao River was a pristine, primary area for fishing tuna and latterly, trout. The waters are clear, sweet and accessible in many areas for animals to drink from and where Ngāti Manawa frequently fished.

3.2.23 The Wheao runs through a river valley that has high hills that are forested and accessible by humans by canoe or hiking. The landscapes demonstrate a clean green image with forested valley walls, forested hill tops and the silvery shimmer of the water of the river snaking along the valley floor. It was a food store for tuna. Ngāti Manawa had relied on the rivers for generations for the provision of tuna. Since the development and operation of the Wheao Dam the food store, especially the tuna, has been dramatically depleted. Now it is a food store for trout, deer and pigs.

3.2.24 Today, the Wheao River receives water from its tuakana, Rangitaiki, through a diversion at Te Arawhata o te paringa. The purpose of this is to feed the Wheao hydro dam. Each river has its own māuri and a status of tuakana / teina. The diversion of the tuakana river (Rangitaiki) into the teina river (Wheao) goes against Ngāti Manawa tikanga.

4 CONSULTATION BY THE MINISTER OF CONSERVATION WITH THE GOVERNANCE ENTITY IN RELATION TO THE STATUTORY AREAS

4.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity referred to in clause 4.2 in relation to or within a statutory area, consult with the governance entity, and have regard to the views of the governance entity concerning the

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

association of Ngāti Manawa with that statutory area as described in the statement of association.

4.2 Clause 4.1 applies to the following activities:

4.2.1 preparing:

- (a) a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977; or
- (b) a national park management plan under the National Parks Act 1980; or
- (c) in relation to a statutory area that is not a river, a non-statutory plan, strategy, programme, or survey of one of the following kinds for the protection and management of that statutory area, namely to:
 - (i) identify and protect wildlife or indigenous plants; or
 - (ii) eradicate pests, weeds or introduced species; or
 - (iii) assess current and future visitor activities; or
 - (iv) identify the number and type of concessions that may be appropriate; or
- (d) in relation to a statutory area that is a river, a non-statutory plan, strategy, or programme for the protection and management of that statutory area; or

4.2.2 locating or constructing structures, signs or tracks.

4.3 The Minister of Conservation and the Director-General of Conservation must, in order to enable the governance entity to give informed views when consulting the governance entity under clause 4.1, provide the governance entity with relevant information.

5 LIMITATIONS

5.1 This deed relates only to those parts of a statutory area owned and managed by the Crown.

5.2 This deed does not, in relation to a statutory area:

5.2.1 require the Crown to undertake, increase, or resume any activity of the kind referred to in clause 4.2; or

5.2.2 preclude the Crown from not undertaking, or ceasing to undertake, any activity referred to in clause 4.2.

5.3 This deed is subject to the provisions of sections [] of the settlement legislation [*the Statutory Acknowledgement / Deed of Recognition does not affect the exercise of powers and functions, does not affect lawful rights of persons not party to the Deed of settlement, do not*

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

create an interest or estate in the statutory area, does not prevent the Crown offering similar redress] .

6 TERMINATION

6.1 This Deed terminates in respect of the statutory area (or part of it) if:

6.1.1 the governance entity and the Minister of Conservation agree in writing that this deed is no longer appropriate for the area concerned; or

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

6.1.3 the Minister of Conservation ceases to be responsible for the activities referred to in clause 4.2 in relation to or within the area concerned and they are transferred to another person or official within the Crown.

6.2 If this deed terminates under clause 6.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into the activities referred to in clause 4.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

7 NOTICES

7.1 Notices to the governance entity and the Crown may be given in the manner provided in clause 12.2 of the deed of settlement.

7.2 The governance entity's address where notices may be given is (until further notice) as provided in part 20 of the schedule to the deed of settlement.

7.3 The Crown's address where notices may be given is:

The Area Manager
Te Urewera Area Office
State Highway 38
MURUPARA 3079

8 NO ASSIGNMENT

8.1 The governance entity may not assign its rights or obligations under this deed.

9 DEFINITIONS AND INTERPRETATION

9.1 In this deed, unless the context requires otherwise

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

concession has the same meaning as in section 2 of the Conservation Act 1987;

Minister of Conservation and **Minister** means the person who is the Minister of Conservation;

party means a party to this deed;

statement of association means a statement of association in clause 3.2; and

statutory area means the statutory area referred to in clause 3.1.

9.2 In the interpretation of this deed, unless the context requires otherwise:

9.2.1 terms and expressions that are not defined in this deed but are defined in the deed of settlement have the meaning in this deed that they have in the deed of settlement; and

9.2.2 headings appear as a matter of convenience and are not to affect the interpretation of this deed; and

9.2.3 where a word or expression is defined in this deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings; and

9.2.4 the singular includes the plural and vice versa; and

9.2.5 words importing one gender include the other genders; and

9.2.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted; and

9.2.7 a reference to any document or agreement, including this deed, includes a reference to that document or agreement as amended, novated, or replaced; and

9.2.8 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form; and

9.2.9 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate; and

9.2.10 a reference to a date on which something must be done includes any other date that may be agreed in writing between the governance entity and the Crown; and

9.2.11 where something is required to be done by or on a day that is not a business day, that thing must be done on or by the next business day after that day; and

9.2.12 a reference to time is to New Zealand Standard time.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 9.3 In this deed, references to Deed plans are included for the purpose of indicating the general location of a statutory area and do not establish the precise boundaries of a statutory area.
- 9.4 If there are any inconsistencies between this deed and the deed of settlement, the provisions of the deed of settlement will prevail.

COMMISSIONER OF CROWN LANDS

(Clause 5.22)

THIS DEED is made

BETWEEN

[The Ngāti Manawa governance entity] (the “governance entity”)

AND

THE SOVEREIGN in right of New Zealand acting by the Commissioner of Crown Lands (the “Crown”)

IT IS AGREED as follows:

1 BACKGROUND

- 1.1 The governance entity and the Crown are parties to a deed of settlement dated 12 December 2009.
- 1.2 It was agreed under clauses 5.22 and 5.28.2 of the deed of settlement that, if it became unconditional, the Crown and the governance entity would enter into this deed.
- 1.3 The [settlement legislation] has come into force and the deed of settlement is unconditional.
- 1.4 The Crown has acknowledged, under section [] of the settlement legislation, the statements by Ngāti Manawa set out in clause 3.2 of their particular cultural, spiritual, historical and traditional association with the statutory areas.

2 PURPOSE

- 2.1 The purpose of this Deed of Recognition is to recognise the cultural, spiritual, historical, and ancestral associations that Ngāti Manawa has with the statutory areas set out in clause 3.1.

3 STATUTORY AREAS AND STATEMENTS OF ASSOCIATION

- 3.1 This deed applies to each of the following statutory areas:
 - 3.1.1 the Rangitaiki River within the Ngāti Manawa Area of Interest;
 - 3.1.2 the Whirinaki River within the Ngāti Manawa Area of Interest;
 - 3.1.3 the Horomanga River within the Ngāti Manawa Area of Interest; and
 - 3.1.4 the Wheao River within the Ngāti Manawa Area of Interest.

3.2 The statements of association relating to each of those statutory areas are as follows:

Rangitaiki River within the Ngāti Manawa Area of Interest

Tawhiuau te maunga	Tawhiuau is the mountain
Rangitaiki te awa	Rangitaiki is the river
Rangipo te wehenga o te tuna	Rangipo is the farewell point to the tuna
Ngāti Manawa te iwi	Ngāti Manawa is the iwi
Tangiharuru te tangata	Tangiharuru is the ancestor.

3.2.1 Traditional history tells the story of how Tangiharuru conquered the Marangaranga who occupied the Rangitaiki River valley. Through this conquest, Ngāti Manawa occupied and exercised tino rangatiratanga over the Kuhawaea and Kaingaroa plains and the Rangitaiki River valley from the Wheao River to the Aniwaniwa falls. In this way Ngāti Manawa's mana over these lands was established.

3.2.2 The Rangitaiki is the tupuna awa of Ngāti Manawa. It is the tuakana of all of the rivers and tributaries in our rohe. As a tupuna, the river is a whole entity that works in harmony to provide food and water and more significantly, a habitat for native fish. The tuna is a significant food source for Ngāti Manawa. It is also a resource that represented Ngāti Manawa's mana as the abundance and quality of the tuna was renowned.

3.2.3 Ngāti Manawa recognised four different types of tuna and used a number of methods to catch them. The tuna were frequently large and very fat. Ngāti Manawa cooks tuna in flax leaves as a counter to the fat in the tuna.

3.2.4 The river is the lifeblood of the people. This is evidenced by a large number of mahinga kai along and adjacent to its river banks and the existence of a number of puna which different families cared for and were sustained by. The waters of the puna eventually join the waters of the Rangitaiki so in a sense the water and the people are physically, spiritually and culturally inseparable. The intergenerational association of Ngāti Manawa with the river serves the purpose of maintaining the continuity of consciousness between all things, all generations and the continued transmission of traditional knowledge.

3.2.5 In earlier times, the river was used for transport from the coast. The Aniwaniwa falls was the only area where canoes had to be transported along tracks around them. The river, at that time had a strong current and required skilled and strong paddlers.

- 3.2.6 The mauri of the river is contained in a rock in the river called Tokakawau.
- 3.2.7 Stories and traditional history relate to a number of taniwha in particular places in the river. These taniwha were characterised by certain qualities - either mischievous, playful, friendly or hostile. Some were credited with shifting hinaki within the river or out of the river entirely. The taniwha often assumed eel-like forms.

Whirinaki River within the Ngāti Manawa Area of Interest

- 3.2.8 The Whirinaki River flows in to the Rangitaiki River.
- 3.2.9 It has a more gentle current and is known by the people as the 'kind' river. The Whirinaki River was another river that was a source of food. As with the Rangitaiki River, whanau groups and hapu groups had special resource uses and occupied and cared for special places such as pa tuna, mahinga tuna, tauranga ika and fishing stands.
- 3.2.10 To protect these rights and to enable others to recognise them, pou were placed in the river and sometimes a garment belonging to a specific person was attached to it. This indicated that the area was set aside for the personal use of the person whose garment was attached to the pou. Rahui were imposed to protect a resource, an area and in particular as a mark of respect if there were a drowning. The time required for a body to be recovered and for any parts of the body to pass through any creature that ate any of it ranged from three to nine days.
- 3.2.11 There are many mahinga kai and pa along or adjacent to the Whirinaki River. As a people with close kinship ties to Ngāti Whare, we often lived together on a number of pā in our rohe. These pā had nearby sources of water.

Horomanga River within the Ngāti Manawa Area of Interest

- 3.2.12 Ngāti Manawa considers the Horomanga Wash to be a special taonga and has particular importance to us for a number of reasons. For example, Kaimokopuna, the Ngāti Manawa fortified pa, was situated on the banks of the Horomanga River. The Horomanga/this pa was immortalised in Te Arawa "kaioraora", which was composed to commemorate the killing of their ancestor, Tionga.
- 3.2.13 It was here at Kaimokopuna that Te Wharekauri Tahana, the last fully tattooed warrior and cannibal of Ngāti Manawa, lived.

- 3.2.14 In addition, the Horomanga is renowned for its aruhe, or fern root, that tastes like coconut and banana. The Horomanga was also traditionally used as a pathway into the Kuhawaea Plains and in to the Urewera. This meant that there were particular sites along the waterway where travellers could meet, talk, camp out and collect food and firewood. Sharing news and discussing issues of the day helped to dissipate the time on cold nights around the cooking fires.
- 3.2.15 Our interest in the Horomanga and the related areas is due to the cultural and historical association of the waterway, the people who lived there and the mahinga kai - our people's food baskets.
- 3.2.16 The Horomanga River is also an ancestral boundary to the east of Tawhiuau maunga. As a natural feature, the boundary has existed over many generations and is thus part of our cultural memory as an identifier of lands Ngāti Manawa have traditionally held mana over.

Wheao River within the Ngāti Manawa Area of Interest

- 3.2.17 The Wheao River was a pristine, primary area for fishing tuna and latterly, trout. The waters are clear, sweet and accessible in many areas for animals to drink from and where Ngāti Manawa frequently fished.
- 3.2.18 The Wheao runs through a river valley that has high hills that are forested and accessible by humans by canoe or hiking. The landscapes demonstrate a clean green image with forested valley walls, forested hill tops and the silvery shimmer of the water of the river snaking along the valley floor. It was a food store for tuna. Ngāti Manawa had relied on the rivers for generations for the provision of tuna. Since the development and operation of the Wheao Dam the food store, especially the tuna, has been dramatically depleted. Now it is a food store for trout, deer and pigs.
- 3.2.19 Today, the Wheao River receives water from its tuakana, Rangitaiki, through a diversion at Te Arawhata o te paringa. The purpose of this is to feed the Wheao hydro dam. Each river has its own māuri and a status of tuakana / teina. The diversion of the tuakana river (Rangitaiki) into the teina river (Wheao) goes against Ngāti Manawa tikanga.

4 CONSULTATION BY THE COMMISSIONER OF CROWN LANDS WITH THE GOVERNANCE ENTITY IN RELATION TO THE STATUTORY AREAS

4.1 The Commissioner of Crown Lands must, if undertaking an activity referred to in clause 4.2 in relation to or within a statutory area, consult with the governance entity, and have regard to the views of the governance entity concerning the association of Ngāti Manawa with that statutory area as described in the statement of association.

4.2 Clause 4.1 applies to the following activities:

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

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

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

4.2.4 preparing a programme to eradicate noxious flora and fauna.

4.3 The Commissioner of Crown Lands must, in order to enable the governance entity to give informed views when consulting the governance entity under clause 4.1, provide the governance entity with relevant information.

5 LIMITATIONS

5.1 This deed relates only to those parts of a statutory area owned and managed by the Crown.

5.2 This deed does not, in relation to a statutory area:

5.2.1 require the Crown to undertake, increase, or resume any activity of the kind referred to in clause 4.2; or

5.2.2 preclude the Crown from not undertaking, or ceasing to undertake, any activity referred to in clause 4.2.

5.3 This deed is subject to the provisions of sections [] of the settlement legislation [*the Statutory Acknowledgement / Deed of Recognition does not affect the exercise of powers and functions, does not affect lawful rights of persons not party to the Deed of settlement, do not create an interest or estate in the statutory area, does not prevent the Crown offering similar redress*].

6 TERMINATION

6.1 This Deed terminates in respect of the statutory area (or part of it) if:

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 6.1.1 the governance entity and the Commissioner of Crown Lands agree in writing that this deed is no longer appropriate for the area concerned; or
- 6.1.2 the area concerned is disposed of by the Crown; or
- 6.1.3 the Commissioner of Crown Lands ceases to be responsible for the activities referred to in clause 4.2 in relation to or within the area concerned and they are transferred to another person or official within the Crown.
- 6.2 If this deed terminates under clause 6.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into the activities referred to in clause 4.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

7 NOTICES

- 7.1 Notices to the governance entity and the Crown may be given in the manner provided in clause 12.2 of the deed of settlement.
- 7.2 The governance entity's address where notices may be given is (until further notice) as provided in part 20 of the schedule to the deed of settlement.
- 7.3 The Crown's address where notices may be given is:

[To insert]

8 NO ASSIGNMENT

- 8.1 The governance entity may not assign its rights or obligations under this deed.

9 DEFINITIONS AND INTERPRETATION

- 9.1 In this deed, unless the context requires otherwise

concession has the same meaning as in section 2 of the Conservation Act 1987;

Commissioner of Crown Lands means the person who is the Commissioner of Crown Lands;

party means a party to this deed;

statement of association means a statement of association in clause 3.2; and

statutory area means the statutory area referred to in clause 3.1.

- 9.2 In the interpretation of this deed, unless the context requires otherwise:

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 9.2.1 terms and expressions that are not defined in this deed but are defined in the deed of settlement have the meaning in this deed that they have in the deed of settlement; and
- 9.2.2 headings appear as a matter of convenience and are not to affect the interpretation of this deed; and
- 9.2.3 where a word or expression is defined in this deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings; and
- 9.2.4 the singular includes the plural and vice versa; and
- 9.2.5 words importing one gender include the other genders; and
- 9.2.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted; and
- 9.2.7 a reference to any document or agreement, including this deed, includes a reference to that document or agreement as amended, novated, or replaced; and
- 9.2.8 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form; and
- 9.2.9 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate; and
- 9.2.10 a reference to a date on which something must be done includes any other date that may be agreed in writing between the governance entity and the Crown; and
- 9.2.11 where something is required to be done by or on a day that is not a business day, that thing must be done on or by the next business day after that day; and
- 9.2.12 a reference to time is to New Zealand Standard time.
- 9.3 In this deed, references to Deed plans are included for the purpose of indicating the general location of a statutory area and do not establish the precise boundaries of a statutory area.
- 9.4 If there are any inconsistencies between this deed and the deed of settlement, the provisions of the deed of settlement will prevail.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE



PART 7

POU RĀHUI SITES

7. POU RAHUI SITES

(Clause 5.29)

Recognition of Relationship, Pou Rāhui Sites

Pōu Rahui Site	Location
Mangakahika/Mangahika	Shown as 1 on OTS - 076 - 024
Maungataniwha	Shown as 2 on OTS - 076 - 024
Ngapuketurua	Shown as 3 on OTS - 076 - 024
Okooromatakitoi	Shown as 4 on OTS - 076 - 024
Puharaunui	Shown as 5 on OTS - 076 - 024
Raepohatu	Shown as 6 on OTS - 076 - 024
Tarapounamu	Shown as 7 on OTS - 076 - 024
Te Arawhata o te Paringa	Shown as 8 on OTS - 076 - 024
Te Arawhataotenohoomoke	Shown as 9 on OTS - 076 - 024
Te Maire	Shown as 10 on OTS - 076 - 024
Te Peaupeau	Shown as 11 on OTS - 076 - 024
Te Upoko o Po	Shown as 12 on OTS - 076 - 024
Waione	Shown as 13 on OTS - 076 - 024
Waipunga	Shown as 14 on OTS - 076 - 024
Wairapukao	Shown as 15 on OTS - 076 - 024
Waitehouhi	Shown as 16 on OTS - 076 - 024
Whangonui	Shown as 17 on OTS - 076 - 024
Te Huruhuru	Shown as 18 on OTS - 076 - 024
Tieke	Shown as 19 on OTS - 076 - 024
Matatu	Shown as 20 on OTS - 076 - 024
Motuparapa	Shown as 21 on OTS - 076 - 024
Te Anaruru	Shown as 22 on OTS - 076 - 024

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

Te Taru a Tu	Shown as 23 on OTS - 076 - 024
Kakanui	Shown as 24 on OTS - 076 - 024
Pukerimu	Shown as 25 on OTS - 076 - 024
Te Taua a Rae	Shown as 26 on OTS - 076 - 024
Otamatea	Shown as 27 on OTS - 076 - 024

PART 8

NEW OFFICIAL GEOGRAPHIC NAMES



8. NEW OFFICIAL GEOGRAPHIC NAMES

(Clause 5.37)

Existing Name	New Name	Location - Map and Grid Reference	Feature Type
Lake Aniwhenua	Lake Āniwaniwa	Latitude 38 19 32.030 S Longitude 176 47 13.622 E	Lake
Aniwhenua Falls	Āniwaniwa Falls	Latitude 38 17 39.258 S Longitude 176 47 32.823 E	Waterfalls

PART 9

RFR DEED OVER CERTAIN QUOTA

9. RFR DEED OVER CERTAIN QUOTA

(Clause 5.46)

DEED GRANTING A RIGHT OF FIRST REFUSAL OVER CERTAIN QUOTA

[THIS DEED is made

BETWEEN

The [*Insert the name of the Governance Entity*] (the "**Governance Entity**")

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Fisheries (the "**Crown**")

BACKGROUND

- A. Ngāti Manawa and the Crown are parties to a deed of settlement (the "**Deed of Settlement**") to settle the Historical Claims of Ngāti Manawa dated 12 December 2009.
- B. It was agreed under the Deed of Settlement that (if the Deed of Settlement became unconditional) the Crown and the Governance Entity would enter into this Deed.
- C. The [*Insert the short title of the Settlement Legislation*] (the "**Settlement Act**") has come into force and the Deed of Settlement has become unconditional.

IT IS AGREED as follows:

1. THIS DEED APPLIES IF THE MINISTER SETS A TACC OF A CERTAIN KIND

- 1.1 This Deed applies if the Minister of Fisheries under the Fisheries Act 1996:
 - 1.1.1 declares an Applicable Species to be subject to the Quota Management System; and
 - 1.1.2 sets a Total Allowable Commercial Catch (a "**TACC**") for that Applicable Species for a Quota Management Area that includes part or all of the Ngāti Manawa Area of Interest (an "**Applicable TACC**").

2. THIS DEED APPLIES ONLY TO QUOTA ALLOCATED TO THE CROWN UNDER AN APPLICABLE TACC

- 2.1 This Deed applies only to Quota ("**Applicable Quota**") that:
 - 2.1.1 relates to an Applicable TACC; and
 - 2.1.2 has been allocated to the Crown as either:
 - (a) Individual Transferable Quota (and not as Provisional Individual Transferable Quota) under section 49(1) of the Fisheries Act 1996; or

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- (b) Provisional Individual Transferable Quota that has become Individual Transferable Quota under section 49(3) of the Fisheries Act 1996.

3. THE CROWN MUST OFFER MINIMUM AMOUNT OF APPLICABLE QUOTA TO THE GOVERNANCE ENTITY

- 3.1 Before the Crown sells any Applicable Quota relating to an Applicable TACC, the Crown must offer (in accordance with clause 5) the Governance Entity the right to purchase not less than the Required Minimum Amount of the Applicable Quota relating to that Applicable TACC calculated in accordance with clause 4.1 or clause 4.2 (whichever is applicable).

4. CALCULATION OF REQUIRED MINIMUM AMOUNT OF APPLICABLE QUOTA TO BE OFFERED

- 4.1 Where:

4.1.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and

4.1.2 no person was eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

$$x = \left[\frac{2}{5} \times \frac{A}{B} \times C \right]$$

- 4.2 Where:

4.2.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and

4.2.2 a person, or persons, were eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

$$x = \text{the lesser of} \left[\frac{2}{5} \times \frac{A}{B} \times C \right] \text{ or } \left[\frac{A}{B} \times D \right].$$

- 4.3 For the purposes of this clause:

"A" is the population of Ngāti Manawa living within the relevant Quota Management Area;

"B" is the combined population of those iwi living within the relevant Quota Management Area;

"C" is the total amount of Quota relating to the relevant Applicable TACC;

"D" is the amount of Applicable Quota held by the Crown in relation to the relevant Applicable TACC; and

"x" is the Required Minimum Amount of Applicable Quota.

- 4.4 For the purposes of this clause:

4.4.1 the population of Ngāti Manawa living within the relevant Quota Management Area, and the combined iwi population of those iwi living within the relevant Quota Management Area, will be determined in accordance with section 148(3) of the Maori Fisheries Act 2004.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

4.5 For the avoidance of doubt, sections 148(1) and 148(2) of the Maori Fisheries Act 2004 do not apply to the selling of any Applicable Quota by the Crown under this Deed.

5. CROWN MUST GIVE NOTICE BEFORE SELLING APPLICABLE QUOTA

Crown must give RFR Notice

5.1 Before the Crown Sells any Applicable Quota, the Crown must give a Notice (an "RFR Notice") to the Governance Entity which offers to Sell not less than the Required Minimum Amount of that Applicable Quota to the Governance Entity at the price and on the terms and conditions set out in the RFR Notice.

Crown may withdraw RFR Notice

5.2 The Crown may withdraw an RFR Notice at any time before the Governance Entity accepts the offer in that RFR Notice under clause 6.

Effect of withdrawing RFR Notice

5.3 If the Crown withdraws an RFR Notice, clause 3 still applies to the Applicable Quota referred to in that RFR Notice.

Crown has no obligation in relation to balance of Applicable Quota

5.4 Where the Crown has given, in accordance with clause 5.1, an RFR Notice in relation to Applicable Quota relating to an Applicable TACC, the Crown has no obligations under this Deed in relation to the balance of the Applicable Quota (if any) not referred to in that RFR Notice that also relate to that Applicable TACC.

6. ACCEPTANCE OF RFR NOTICE BY THE GOVERNANCE ENTITY

6.1 A contract for the Sale of the Applicable Quota referred to in an RFR Notice (or a lesser amount referred to in the acceptance) is constituted between the Crown and the Governance Entity, at the price and on the terms and conditions set out in the RFR Notice, if the Governance Entity accepts the offer in that RFR Notice (or accepts a lesser amount) of Applicable Quota:

6.1.1 by Notice to the Crown; and

6.1.2 by the relevant Expiry Date.

7. NON-ACCEPTANCE BY THE GOVERNANCE ENTITY

7.1 If:

7.1.1 the Crown gives the Governance Entity an RFR Notice; and

7.1.2 the Governance Entity does not accept, on the terms and conditions set out in the RFR Notice, all the Applicable Quota offered in that RFR Notice by Notice to the Crown by the Expiry Date,

the Crown:

7.1.3 may, at any time during the period of two years from the Expiry Date, Sell any of the Applicable Quota referred to in that RFR Notice that is not accepted by the Governance Entity if the price per Quota Share, and the other terms and conditions of the Sale, are not more favourable to the purchaser than the price per Quota Share, and the other terms and conditions, set out in the RFR Notice to the Governance Entity; but

7.1.4 must, promptly after entering into an agreement to Sell any Applicable Quota referred to in the RFR Notice to a purchaser, give Notice to the Governance Entity of that fact and disclose the terms of that agreement; and

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

7.1.5 must not Sell any of that Applicable Quota referred to in the RFR Notice after the end of the two year period after the Expiry Date without first offering to Sell that Applicable Quota to the Governance Entity in an RFR Notice under clause 5.1.

8. RE-OFFER REQUIRED

8.1 If:

8.1.1 the Crown gives the Governance Entity an RFR Notice;

8.1.2 the Governance Entity does not accept, on the terms and conditions set out in the RFR Notice, all the Applicable Quota offered in that RFR Notice by Notice to the Crown by the Expiry Date; and

8.1.3 the Crown during the period of two years from the Expiry Date proposes to offer any of that Applicable Quota not accepted by the Governance Entity for Sale again but at a price (per Quota Share), or on other terms and conditions, more favourable to the purchaser than on the terms and conditions in the RFR Notice,

the Crown may do so only if it first offers that Applicable Quota for Sale on those more favourable terms and conditions to the Governance Entity in another RFR Notice under clause 5.1.

9. EFFECT OF THIS DEED

9.1 Nothing in this Deed requires the Crown to:

9.1.1 purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996; or

9.1.2 introduce any Applicable Species into the Quota Management System; or

9.1.3 offer for sale any Applicable Quota held by the Crown.

9.2 The Governance Entity acknowledges that the inclusion of any Applicable Species in the Quota Management System may not result in any, or any significant, holdings by the Crown of Applicable Quota.

9.3 Nothing in this Deed affects, or limits, and the rights and obligations created by this Deed are subject to:

9.3.1 any requirement at common law or under legislation that:

(a) must be complied with before any Applicable Quota is sold to the Governance Entity; or

(b) the Crown must Sell the Applicable Quota to a third party; and

9.3.2 any legal requirement that:

(a) prevents or limits the Crown's ability to Sell the Applicable Quota to the Governance Entity; and

(b) the Crown cannot satisfy after taking reasonable steps to do so (and, to avoid doubt, reasonable steps do not include changing the law).

10. THIS DEED DOES NOT APPLY IN CERTAIN CASES

10.1 Clauses 3 or 5.1 do not apply if the Crown is Selling Applicable Quota to the Governance Entity.

11. TIME LIMITS

- 11.1 Time is of the essence for the time limits imposed on the Crown and the Governance Entity under this Deed.
- 11.2 The Crown and the Governance Entity may agree in writing to an extension of a time limit.

12. ENDING OF RIGHT OF FIRST REFUSAL

RFR ends on Sale which complies with this Deed

- 12.1 The obligations of the Crown under this Deed end in respect of any Applicable Quota on a transfer of the Applicable Quota in accordance with this Deed.

RFR ends after 50 years

- 12.2 The obligations of the Crown under this Deed begin on the Settlement Date and end 50 years after that date.

13. NOTICES

- 13.1 The provisions of this clause apply to Notices under this Deed:

Notices to be signed

- 13.1.1 the Party giving a Notice must sign it;

Notice to be in writing

- 13.1.2 a Notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

Addresses for notice

- 13.1.3 until any other address or facsimile number of a Party is given by Notice to the other Party, they are as follows:

The Crown:

The Chief Executive
Ministry of Fisheries
ASB Bank House
101-103 The Terrace
(PO Box 1020)
WELLINGTON

Facsimile No: 04 470 2602;

Governance Entity:

*[Insert the name and address of the
Governance Entity]*

Delivery

- 13.1.4 delivery of a Notice may be made:
- (a) by hand;
 - (b) by post with prepaid postage; or
 - (c) by facsimile;

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

Timing of delivery

13.1.5 a Notice delivered:

- (a) by hand will be treated as having been received at the time of delivery;
- (b) by pre-paid post will be treated as having been received on the third day after posting; or
- (c) by facsimile will be treated as having been received on the day of transmission; and

Deemed date of delivery

13.1.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 13.1.5) be treated as having been received the next Business Day.

14. AMENDMENT

14.1 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, the Governance Entity and the Crown.

15. NO ASSIGNMENT

15.1 The Governance Entity may not assign its rights or obligations under this Deed.

16. DEFINITIONS AND INTERPRETATION

Definitions

16.1 In this Deed, unless the context otherwise requires:

Applicable Quota means Quota of the kind referred to in clause 2;

Applicable Species means a species referred to in schedule 1;

Applicable TACC has the meaning given to that term by clause 1.1.2;

Business Day means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year, and ending with the close of 15 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Auckland;

Crown has the meaning given to that term by section 2(1) of the Public Finance Act 1989 (which, at the date of this Deed, provides that the Crown:

- (a) means the Sovereign in right of New Zealand; and
- (b) includes all Ministers of the Crown and all Departments; but
- (c) does not include:
 - (i) an Office of Parliament;

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- (ii) a Crown entity (as defined in section 7(1) of the Crown Entities Act 2004); or
- (iii) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986);

Deed means this Deed;

Deed of Settlement has the meaning given by clause A of the Background to this Deed;

Expiry Date, in respect of an RFR Notice, means the date one calendar month after the RFR Notice is received by the Governance Entity;

Individual Transferable Quota has the same meaning as in section 2(1) of the Fisheries Act 1996;

Minister of Fisheries means the Minister of the Crown who is for the time being responsible for the administration of the Fisheries Act 1996;

Ngāti Manawa Area of Interest means the area identified in schedule 2;

Notice means a notice in writing given in accordance with clause 13 and **Notify** has a corresponding meaning;

Party means the Governance Entity or the Crown;

Provisional Individual Transferable Quota has the same meaning as in section 2(1) of the Fisheries Act 1996;

Quota means quota under the Fisheries Act 1996;

Quota Management Area means any area declared by or under the Fisheries Act 1996 to be a quota management area;

Quota Management System means a quota management system established under Part IV of the Fisheries Act 1996;

Quota Share has the same meaning as in the Fisheries Act 1996;

Required Minimum Amount, in relation to Applicable Quota, means an amount of that Applicable Quota calculated under clause 4.1 or clause 4.2 (whichever is applicable);

RFR Notice means a notice under clause 5.1;

Sell means to transfer ownership of Quota for valuable consideration and **Sale** has a corresponding meaning, but neither term includes the transfer by the Crown of Quota under section 22 of the Fisheries Act 1996;

Settlement Date means the date which is 20 Business Days after the Deed of Settlement becomes unconditional being [*Insert Settlement Date*];

Total Allowable Commercial Catch has the same meaning as in section 2(1) of the Fisheries Act 1996 and **TACC** has the same meaning.

Interpretation

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

16.2.1 terms or expressions that are not defined in this Deed but are defined in the Deed of Settlement have the meaning in this Deed that they have in the Deed of Settlement;

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 16.2.2 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- 16.2.3 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;
- 16.2.4 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- 16.2.5 the singular includes the plural and vice versa;
- 16.2.6 words importing one gender include the other genders;
- 16.2.7 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;
- 16.2.8 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
- 16.2.9 a reference to a schedule is a schedule to this Deed;
- 16.2.10 a reference to a monetary amount is to New Zealand currency;
- 16.2.11 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 16.2.12 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 16.2.13 a reference to a date on which something must be done includes any other date which may be agreed in writing between the Governance Entity and the Crown;
- 16.2.14 where something must be done by or on a day that is not a Business Day, that thing must be done on or by the next Business Day after that day; and
- 16.2.15 a reference to time is to New Zealand time.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

SIGNED as a deed on []

[Insert appropriate attestation clauses for the Governance Entity]

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of **HER MAJESTY THE QUEEN** in right of New Zealand by the Minister of Fisheries in the presence of:

WITNESS

Name:

Occupation:

Address:



NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

SCHEDULE 1

APPLICABLE SPECIES

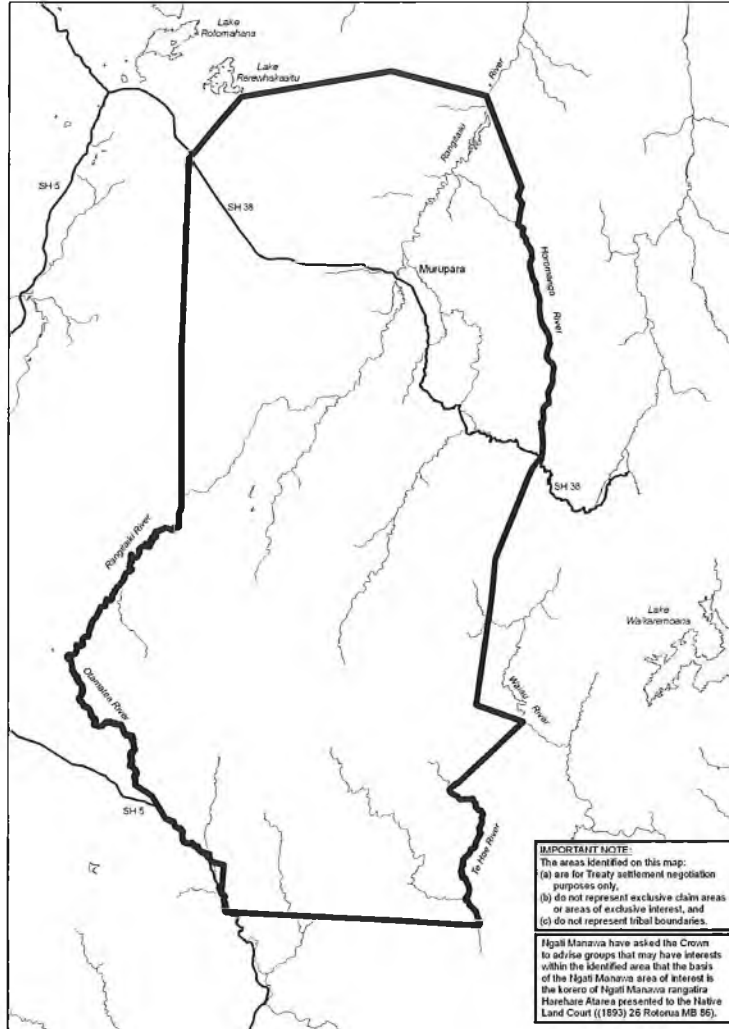
(Clause 16.1 of this deed)

Māori Name	Common Name	Formal Name
Koura	Freshwater crayfish	<i>Paranephrops planifrons</i>
Kakahi	Freshwater mussel	<i>Hyridella menziesii</i>
Kokopu	Giant kokpu	<i>Galaxias argenteus</i>
Raumahi	Lamprey	<i>Geotria australis</i>
Titarakura	Giant Bully	<i>Gobiomorphus gobioidus</i>

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

SCHEDULE 2

NGĀTI MANAWA AREA OF INTEREST



PART 10

**CULTURAL REDRESS PROPERTIES
AND NON-CULTURAL REDRESS PROPERTIES**



10. CULTURAL REDRESS PROPERTIES AND NON-CULTURAL REDRESS PROPERTIES

(Clause 6.1)

Cultural redress properties

Site	Legal Description	Encumbrances
<p>Ōruatewehi pā site</p>	<p>South Auckland Land District: Whakatane District</p> <p>168 hectares, approximately, being Part Section 2 SO 378328. Part Computer Freehold Register [to issue under CNI]. Subject to survey.</p> <p>As shown on OTS-076-001</p>	<ul style="list-style-type: none"> - Subject to the Crown Forestry Licence held in Computer Interest Register SA60D/550 - Subject to the Protective Covenant Certificate held in Computer Interest Register SA60D/551 - Subject to the right of way easement marked B on DP 410096 held in Computer Interest Register 484581 - Subject to the right of way easements marked D on DP 392102, B and C on SO 378328, held in Computer Interest Register 482467 - Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008 - Subject to a right of way easement in gross over Section 2 SO 378328 in favour of Her Majesty the Queen held in Computer Register 482467 - Together with the right of way easements held in Computer Interest Register 482467 - Together with the right of way easement marked C,D and G on DPS 49267 held in Easement Instrument 8241609.1 - [Together with the right of way easement to be created. Bonisch Road]

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

<p>Kiorenuī site</p>	<p>South Auckland Land District: Whakatane District</p> <p>238 hectares, approximately, being Part Lot 1 DP 418752 (formerly Part Lot 1 DPS 64349) and Lot 2 DPS 68046. Part Computer Freehold Register [to issue under CNI] and Part Lot 1 DPS 47427. Part Computer Freehold Register [to issue under CNI]. Subject to survey.</p> <p>As shown on OTS-076-002</p>	<ul style="list-style-type: none"> - Subject to the Crown Forestry Licences held in Computer Interest Registers 132203 (DPS 64349) and SA55B/450 (DPS 47427) - Subject to the Protective Covenant Certificates held in document B239829.2 and Computer Interest Register SA55B/451 - Subject to the Public Access easement marked E on DPS 64349 held in document B239829.3 and the Public Access easement marked B on DPS 47427 held in Computer Interest Register SA55B/452 - Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008 - Subject to a right of way in gross over Lot 1 DPS 47427 in favour of Her Majesty the Queen held in Computer Interest Register 501393 - Subject to a right of way in gross over Lot 2 DPS 68046 and Lot 1 DP 418752 in favour of Her Majesty the Queen held in Computer Interest Register 504552 - Together with the right of way easements held in Computer Interest Register 482467 - Together with the right of way easement marked C,D and G on DPS 49267 held in Easement Instrument 8241609.1 - [Together with the right of way easement over D and E DPS 64349 which may be created under CNI]
<p>Kakarāhonui kainga site</p>	<p>South Auckland Land District: Whakatane District</p> <p>2 hectares, approximately, being Part Whirinaki 1 Section 1 and Part Whirinaki 2 Section 2. Part Computer Freehold Register SA86/152.</p> <p>Subject to survey.</p>	

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

	As shown on OTS-076-003	
Kāramuramu site	<p>South Auckland Land District: Whakatane District</p> <p><u>CNI Forest Land Area</u></p> <p>38.6030 hectares more or less, being Lot 2 DPS 65988. Part Computer Freehold Register [to issue under CNI].</p> <p><u>Galatea Stewardship Area</u></p> <p>66 hectares, approximately, being Part Section 1 Block V Galatea Survey District. Balance GN. S385769 and</p> <p>9.7 hectares, approximately, being Parts Section 8 Block V Galatea Survey District. Section 12 Reserve and Other Lands Disposal Act 1957.</p> <p>Subject to survey.</p> <p><u>Fort Galatea Historical Reserve Area</u></p> <p>7.2109 hectares, more or less, being Sections 9 and 11 Block V Galatea Survey District. All <i>Gazette</i> 1963 page 949.</p> <p>0.8570 hectares, more or less, being Section 14 Block V Galatea Survey District. Part <i>Gazette</i> 1988 page 2322.</p> <p><u>Crown Land Area</u></p> <p>11.9 hectares, approximately, being Parts Kuhawaea 1 and Parts Riverbed.</p> <p>Subject to survey.</p> <p>As shown on OTS-076-004</p>	<p><u>CNI Forest Land Area</u></p> <ul style="list-style-type: none"> - Subject to the Crown Forestry Licence held in Computer Interest Register SA60D/550 - Subject to the Protective Covenant Certificate held in Computer Interest Register SA60D/551 - Subject to the right of way easement marked A on DPS 65988 held in Computer Interest Register 483997 - Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008 - Subject to a right of way in gross over Lot 2 DPS 65988 in favour of Her Majesty the Queen held in Computer Interest Register 501615 - Together with the right of way easements held in Computer Interest Register 482467 - Together with the right of way easement [marked C,D and G on DPS 49267 to be created under CNI] - [Together with the right of way easement to be created. Bonisch Road] <p><u>Galatea Stewardship Area</u></p> <ul style="list-style-type: none"> - Subject to the Karamuramu conservation covenant referred to in clause 6.1.11. - Subject to a right of way easement in gross to the Department of Conservation referred to in clause 6.1.13 - Subject to an unregistered grazing permit concession to Steven Phillip Klein and Joanne Lee Klein. Concession BP 14835 - GRA dated December 2004. <p><u>Fort Galatea Historical Reserve Area</u></p> <p>To be administered as an historic reserve subject to</p>

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

		section 18(1) of the Reserves Act 1977
<p>Motumako site</p>	<p>South Auckland Land District: Whakatane District</p> <p>202 hectares, approximately, being Part Section 2 SO 378328. Part Computer Freehold Register [to issue under CNI]. Subject to survey.</p> <p>As shown on OTS-076-005</p>	<ul style="list-style-type: none"> - Subject to the Crown Forestry Licence held in Computer Interest Register SA60D/550 - Subject to the Protective Covenant Certificate held in Computer Interest Register SA60D/551 - Subject to the right of way easement marked A on DP 410096 held in Computer Interest Register 484581 - Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008 - Subject to a right of way in gross over Section 2 SO 378328 in favour of Her Majesty the Queen held in Computer Interest Register 501615 - Together with the right of way easements held in Computer Interest Register 482467 - Together with the right of way easement marked C,D and G on DPS 49267 held in Easement Instrument 8241609.1 - [Together with the right of way easement to be created. Bonisch Road]
<p>Te Ana a Maru rock art site</p>	<p>South Auckland Land District: Whakatane District</p> <p>20 hectares, approximately, being Part Lot 2 DPS 55758. Part Computer Freehold Register [to issue under CNI]. Subject to survey.</p> <p>As shown on OTS-076-006</p>	<ul style="list-style-type: none"> - Subject to the Crown Forestry Licence held in Computer Interest Register 132203 - Subject to the Protective Covenant Certificate held in document B239829.2 - Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008 - Subject to a right of way in gross over Lot 2 DPS 55758 in favour of Her Majesty the Queen held in Computer Interest Register 482467 - Together with the right of way easements held in Computer Interest Register 482467 - Together with the right of way easement marked C,D

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

		and G on DPS 49267 held in Easement Instrument 8241609.1
Tūtūtarata papakainga site	<p>South Auckland Land District: Whakatane District</p> <p>5 hectares, approximately, being Part Lot 1 DPS 55245. Part Computer Freehold Register [to issue under CNI]. Subject to survey.</p> <p>As shown on OTS-076-007</p>	<ul style="list-style-type: none"> - Subject to the Crown Forestry Licence held in Computer Interest Register SA57A/60 - Subject to the Protective Covenant Certificate held in Computer Interest Register SA57A/61 - Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008 - Subject to a right of way easement [to be created under CNI] - Together with the right of way easements held in Computer Interest Register 482467 - Together with the right of way easement marked C,D and G on DPS 49267 held in Easement Instrument 8241609.1
Pekepeke pā site	<p>South Auckland Land District: Whakatane District</p> <p>5 hectares, approximately, being Part Lot 1 DP 418752 (formerly Part Lot 1 DPS 64349). Part Computer Freehold Register [to issue under CNI] and Part Lot 1 DPS 47427. Part Computer Freehold Register [to issue under CNI]. Subject to survey.</p> <p>As shown on OTS-076-008</p>	<ul style="list-style-type: none"> - Subject to the Crown Forestry Licences held in Computer Interest Registers 132203 and SA55B/450 - Subject to the Protective Covenant Certificates held in Computer Interest Registers SA55B/451 and document B239829.2 - Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008 - Subject to a right of way in gross over Lot 1 DP 418752 in favour of Her Majesty the Queen held in Computer Interest Register 504552 - Subject to a right of way in gross over Lot 1 DPS 47427 in favour of Her Majesty the Queen held in Computer Interest Register 501393 - Together with the right of way easements held in Computer Interest Register 482467 - Together with the right of way easement marked C,D

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

		<p>and G on DPS 49267 held in Easement Instrument 8241609.1</p> <ul style="list-style-type: none"> - [Together with right of way easement over D and E DPS 64349 which may be created under CNI]
Puketapu pā site	<p>South Auckland Land District: Whakatane District</p> <p>5 hectares, approximately, being Part Section 2 SO 378328. Part Computer Freehold Register [to issue under CNI]. Subject to survey.</p> <p>As shown on OTS-076-009</p>	<ul style="list-style-type: none"> - Subject to the Crown Forestry Licence held in Computer Interest Register SA60D/550 - Subject to the Protective Covenant Certificate held in Computer Interest Register SA60D/551 - Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008 - Subject to a right of way in gross over Section 2 SO 378328 in favour of Her Majesty the Queen held in Computer Interest Register 501615 - Together with the right of way easements held in Computer Interest Register 482467 - Together with the right of way easement marked C,D and G on DPS 49267 held in Easement Instrument 8241609.1 - [Together with the right of way easement to be created. Bonisch Road]
Pukemoremore site	<p>South Auckland Land District: Rotorua District</p> <p>5 hectares, approximately, being Part Lot 2 DPS 45072. Part Computer Freehold Register [to issue under CNI]. Subject to survey.</p> <p>As shown on OTS-076-010</p>	<ul style="list-style-type: none"> - Subject to the Crown Forestry Licence held in Computer Interest Register SA52D/450 - Subject to the Protective Covenant Certificate held in Computer Interest Register SA52D/451 - Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008 - Subject to a right of way in gross over Lot 2 DPS 45072 in favour of Her Majesty the Queen held in Computer Interest Register 503252 - Together with the right of way easements held in Computer Interest Register 482467

Handwritten signature/initials

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

		<ul style="list-style-type: none"> - Together with the right of way easement marked C,D and G on DPS 49267 held in Easement Instrument 8241609.1
Ngātamawāhine nohoanga site	<p>South Auckland Land District: Whakatane District</p> <p>2 hectares, approximately, being Part Section 2 SO 378328. Part Computer Freehold Register [to issue under CNI]. Subject to survey.</p> <p>As shown on OTS-076-011</p>	<ul style="list-style-type: none"> - Subject to the Crown Forestry Licence held in Computer Interest Register SA60D/550 - Subject to the Protective Covenant Certificate held in Computer Interest Register SA60D/551 - Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008 - Subject to a right of way in gross over Section 2 SO 378328 in favour of Her Majesty the Queen held in Computer Interest Register 501615 - Together with the right of way easements held in Computer Interest Register 482467 - Together with the right of way easement marked C,D and G on DPS 49267 held in Easement Instrument 8241609.1 - [Together with the right of way easement to be created Bonisch Road]
Kaiwhatiwhati pā site	<p>South Auckland Land District: Whakatane District</p> <p>5 hectares, approximately, being Part Section 2 SO 378328. Part Computer Freehold Register [to issue under CNI]. Subject to survey.</p> <p>As shown on OTS-076-012</p>	<ul style="list-style-type: none"> - Subject to the Crown Forestry Licence held in Computer Interest Register SA60D/550 - Subject to the Protective Covenant Certificate held in Computer Interest Register SA60D/551 - Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008 - Subject to a right of way in gross over Section 2 SO 378328 in favour fo Her Majesty the Queen held in Computer Interest Register 501615 - Together with the right of way easements held in Computer Interest Register

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

		<p>482467</p> <ul style="list-style-type: none"> - Together with right of way easement marked C,D and G on DPS 49267 held in Easement Instrument 8241609.1 - [Together with the right of way easement to be created.Bonisch Road]
Ahiweka pā site	<p>South Auckland Land District: Whakatane District</p> <p>5 hectares, approximately, being Part Lot 2 DPS 45072. Part Computer Freehold Register [to issue under CNI]. Subject to survey.</p> <p>As shown on OTS-076-013</p>	<ul style="list-style-type: none"> - Subject to the Crown Forestry Licence held in Computer Interest Register SA52D/450 - Subject to the Protective Covenant Certificate held in Computer Interest Register SA52D/451 - Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008 - Subject to a right of way in gross over Lot 2 DPS 45072 in favour of Her Majesty the Queen held in Computer Interest Register 503252 - Together with the right of way easements held in Computer Interest Register 482467 - Together with the right of way easement marked C,D and G on DPS 49267 held in Easement Instrument 8241609.1
Ahiwhakamura kāinga site	<p>South Auckland Land District: Rotorua and Whakatane Districts</p> <p>5 hectares, approximately, being Part Lot 2 DPS 45072. Part Computer Freehold Register [to issue under CNI]. Subject to survey.</p> <p>As shown on OTS-076-014</p>	<ul style="list-style-type: none"> - Subject to the Crown Forestry Licence held in Computer Interest Register SA52D/450 - Subject to the Protective Covenant Certificate held in Computer Interest Register SA52D/451 - Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008 - Subject to a right of way in gross over Lot 2 DPS 45072 in favour of Her Majesty the Queen held in Computer Interest Register 503252 - Together with the right of way easements held in Computer Interest Register 482467 - Together with the right of way easement marked C,D and G on DPS 49267 held

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

		in Easement Instrument 8241609.1
Murupara School site	South Auckland Land District: Whakatane District 2.8900 hectares, more or less, being Lot 1 DPS 5003. All Proclamation S.173510. As shown on OTS-076-015	- Subject to a lease referred to in clause 6.1.31
Galatea School site	South Auckland Land District: Whakatane District 1.5934 hectares, more or less, being Section 52 Township of Galatea. All <i>Gazette</i> 1938 page 960. 0.7117 hectares, more or less, being Sections 43, 44, 45, 46, 47, 48 and 49 Township of Galatea. All <i>Gazette</i> 1957 page 750. As shown on OTS-076-016	- Subject to a lease referred to in clause 6.1.31
Te Kura Kaupapa Motuhake o Tāwhiuau site	South Auckland Land District: Whakatane District 2.3065 hectares, more or less, being Part Section 18, Block XIII Galatea Survey District. All Proclamation S.207385. As shown on OTS-076-017	- Subject to a lease referred to in clause 6.1.31
Te Tāpiri pā site	South Auckland Land District: Taupo District 2 hectares, approximately, being Part Section 2 Block XV Wheao Survey District. Part <i>Gazette</i> 1976 page 2865; and Part Whirinaki 1 Section 1 and Part Whirinaki 1 Section 3. Part Computer Freehold Register SA86/152. Subject to survey. As shown on OTS-076-018	- Subject to a conservation covenant referred to in clause 6.1.34
Okārea pā site	South Auckland Land District:	- Subject to a conservation

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

	<p>Whakatane District</p> <p>5 hectares, approximately, being Part Urewera A and Part Section 1 Block IV Heruiwi Survey District. Part <i>Gazette</i> 1983 page 2029. Subject to survey</p> <p>As shown on OTS-076-020</p>	<p>covenant referred to in clause 6.1.38</p>
Te Rake pā site	<p>South Auckland Land District: Whakatane District</p> <p>5 hectares, approximately, being Part Lot 1 DPS 55243. Part Computer Freehold Register [to issue under CNI]. Subject to survey.</p> <p>As shown on OTS-076-019</p>	<ul style="list-style-type: none"> - Subject to the Crown Forestry Licence held in Computer Interest Register SA57A/60 - Subject to the Protective Covenant Certificate held in Computer Interest Register SA57A/61 - Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008 - Subject to a public right of way easement [to be created under CNI] - Together with the right of way easements held in Computer Interest Register 482467 - Together with the right of way easements held in Computer Interest Register 484186 - Together with the right of way easement marked C,D and G on DPS 49267 held in Easement Instrument 8241609.1 - Together with the right of way easement created by Easement Instrument 8208944.1 - Together with the right of way easement held in Computer Interest Register 486616

Non-cultural redress properties

Hināmoki pā site	<p>South Auckland Land District: Whakatane District</p> <p>1.0882 hectares, approximately, being the area shown as Whirinaki 1 Section 3A on ML 22092. Part <i>Gazette</i></p>	
------------------	--	--

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

	<p>1984 page 643. Subject to survey.</p> <p>As shown on OTS-076-033</p>	
<p>Kani Rangi park site</p>	<p>7.7 hectares, approximately, being Parts Lot 2 DPS 44735 and Part Lot 1 DPS 64349. Part Computer Freehold Register SA39C/765.</p> <p>Subject to survey.</p> <p>As shown on OTS-076-029</p>	<ul style="list-style-type: none"> - Subject to the Protective Covenant Certificate held in document B239929.2 [affects that part of the site formerly Part Lot 1 DPS 64349] - [Subject to a Right of Way Easement in Gross in favour of KT1 CO, KT2 CO and NZSF Timber Investments (NO4) Limited over Part Lot 1 DPS 64349.]

PART 11

FORMS OF CONSERVATION COVENANT

11. FORMS OF CONSERVATION COVENANT

(Clause 6.1)

11.1 TE TĀPIRI CONSERVATION COVENANT

CONSERVATION COVENANT

(Section 27 Conservation Act 1987
and
Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of 20

BETWEEN (the Owner)

AND MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and 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 12 December 2009 and implemented by the [insert] Act [year].
- C The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a Covenant under the Conservation Act 1987 and 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 Conservation Values and the Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and 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.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"Conservation Purposes"	means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.
"Conservation Values"	means the conservation values specified in Schedule 1.
"Covenant"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and 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.
"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

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

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 to include 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; and
- 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:

- 2.1.1 for Conservation Purposes; and
- 2.1.2 so as to preserve the Reserve Values; and
- 2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

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 indigenous flora;
- 3.1.3 the planting of any species of exotic tree, shrub or other exotic plant;
- 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 Conservation Values or 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; or

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 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 or other exotic flora;
 - 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 5.1.2; and
 - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 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; and
 - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 PUBLIC ACCESS

- 4.1 The Owner must, subject to this Covenant, permit the public to enter upon the Land.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 5.1 The Minister must:
- 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant; and
 - 5.1.2 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.
- 5.2 The Minister may:

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

5.2.1 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; and

5.2.2 prepare, in consultation and agreement with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6 JOINT OBLIGATIONS

6.1 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.

7 VARIATION OF COVENANT

7.1 This Covenant may be varied only by mutual agreement in writing between the Owner and the Minister.

8 DURATION OF COVENANT

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

9 OBLIGATIONS ON SALE OF LAND

9.1 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.

9.2 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.

9.3 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.

10 MISCELLANEOUS MATTERS

10.1 Rights

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

10.2 Trespass Act

10.2.1 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; and

10.2.2 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.

10.3 Reserves Act

10.3.1 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.

10.4 Titles

10.4.1 This Covenant must be signed by both parties and registered against the Certificate of Title to the Land.

10.5 Acceptance of Covenant

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

10.6 Fire

10.6.1 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;

10.6.2 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;
and

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

11 DEFAULT

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

11.1.1 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

11.1.2 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.

11.2 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:

11.2.1 advise the defaulting party of the default;

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

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

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

12 DISPUTE RESOLUTION PROCESSES

12.1 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.

12.2 Mediation

12.2.1 If the dispute is not capable of resolution by agreement within 20 working 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; and

12.2.2 If the parties do not agree on a mediator, the Branch President of the branch of the New Zealand Law Society for the region in which the Land is located is to appoint the mediator.

13 NOTICES

13.1 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.

13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:

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

13.2.2 in the case of pre-paid post, on the third working day after posting; and

13.2.3 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.

13.3 The Owner must notify the Minister of any change of ownership or control or 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.

14 SPECIAL CONDITIONS

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

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

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

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 :)

Witness: _____

Address : _____

Occupation: _____

[Handwritten signature]
deed

SCHEDULE 1

Description of Land:

[2 hectares, approximately, being Part Section 2 Block XV Wheao Survey District. Part Gazette 1976 page 2865; and Part Whirinaki 1 Section 1 and Part Whirinaki 1 Section 3. Part Computer Freehold Register SA86/152. (Subject to survey)]

Conservation Values to be protected:

This site is suitable for public presentation, since it is beside an accessible road and has very obvious ditch and bank systems. There are few ecological values, although the site is subject to rapid natural revegetation. Vegetation management of the site is important to protect the archaeological features. Flax is playing an important role in protecting the banks from rain fall and walking access, guiding public to walk in the ditches.

Reserve Values to be protected:

It is envisaged that the site will be managed to protect this historic place from damage or loss due to human activity. The historic place will be conserved in a manner consistent with established heritage management principles. It will be managed and conserved in a manner consistent with the recognition of its cultural and spiritual value to tangata whenua.

To better protect the historic and cultural values of the land, the Owner may prohibit public access to the most vulnerable parts of the pa site on the land as provided for in Schedule 3, clause 4.

SCHEDULE 2

Address for Service

The address for service of the Owner is:

The Chairperson
Te Runanga o Ngāti Manawa
P.O. Box 116
MURUPARA 3025

The address for service of the Minister is:

The Area Manager
Te Urewera Area Office
Department of Conservation
State Highway 38
MURUPARA 3079

SCHEDULE 3

Special Conditions

1. The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.
2. The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.
3. The Owner may manage public access in order to protect wāhi tapu, the Conservation Values or the Reserve Values, or for the purposes of public safety.
4. As part of the management of public access referred to in clause 3 above, the Owner may prohibit the public from entry to the most vulnerable parts of the pa site on the land. The legal description of the most vulnerable parts of the pa site on the land is to be determined through survey.

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

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under section 27 of the
Conservation Act 1987
and section 77 of the
Reserves Act 1977

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

"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.
"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 to include 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; and
- 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;

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 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;
 - 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; or
 - 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 or other exotic flora;
 - 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; and
 - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

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; and

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; and

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; and

4.2.2 prepare, in consultation and agreement with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

5 JOINT OBLIGATIONS

5.1 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 VARIATION OF COVENANT

6.1 This Covenant may be varied only by mutual agreement in writing between the Owner and the Minister.

7 DURATION OF COVENANT

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

8 OBLIGATIONS ON SALE OF LAND

8.1 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.

8.2 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.

8.3 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.

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; and

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 Title

9.4.1 This Covenant must be signed by both parties and registered against the Certificate of Title to 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:

9.6.2.1 requested to do so; or

9.6.2.2 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 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 20 working 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 Branch President of the branch of the New Zealand Law Society for the region in which the Land is located is to appoint the mediator.

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:

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

12.2.2 in the case of pre-paid post, on the third working day after posting; or

12.2.3 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.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

12.3 The Owner must notify the Minister of any change of ownership or control or 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 :)

Witness: _____

Address : _____

Occupation: _____

SCHEDULE 1

Description of Land:

[Part Section 1 Block V Galatea Survey District. As Shown in Blue on the Kāramuramu conservation covenant map. (Subject to survey)]

Reserve Values to be protected:

The wetland in this block contains some of the last remaining examples of indigenous vegetation in the Galatea zone of the Kaingaroa ecological district and is of very high botanical conservation value (Beadle 1991). Manuka and Coprosma sp. are dominant with occasional kahikatea.

SCHEDULE 2

Address for Service

The address for service of the Owner is:

The Chairperson
Te Runanga o Ngāti Manawa
P.O. Box 116
MURUPARA 3025

The address for service of the Minister is:

The Area Manager
Te Urewera Area Office
Department of Conservation
State Highway 38
MURUPARA 3079

SCHEDULE 3

Special Conditions

The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.

The Owner may authorise members of Ngāti Manawa to remove medicinal plant material and traditional plant foods and fibres from the land, but in granting such authorisations shall ensure that any impact on the Reserve Values is minimised.

*Client
JG*

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

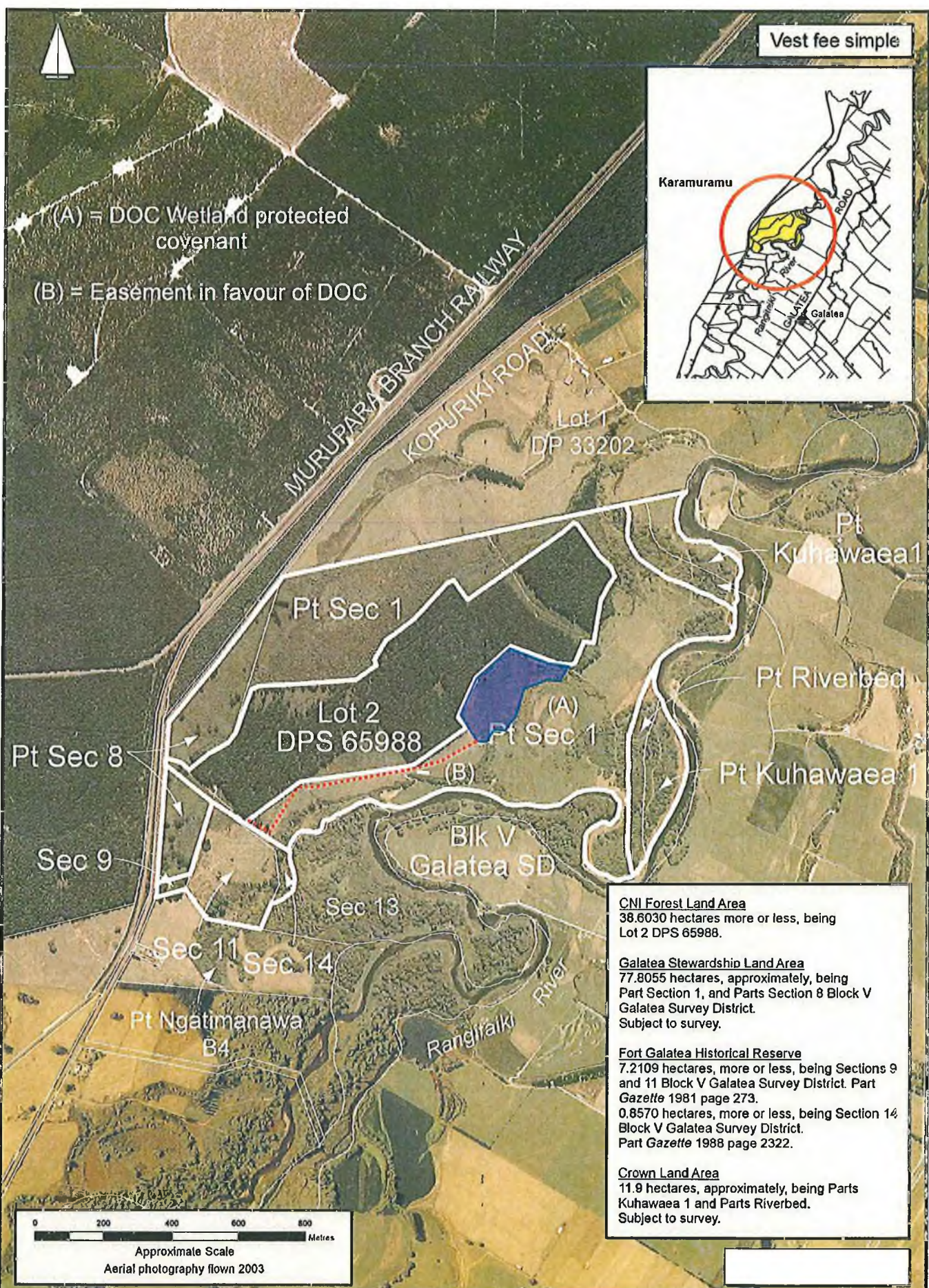
**Legal Services
Department of Conservation**

Note: the area to which the Kāramuramu conservation covenant applies is shown marked in blue on the attached plan (overleaf)

Vest fee simple



(A) = DOC Wetland protected covenant
(B) = Easement in favour of DOC

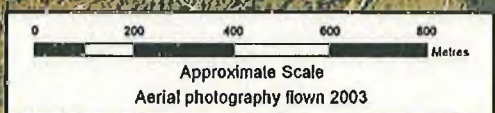


CNI Forest Land Area
38.6030 hectares more or less, being Lot 2 DPS 65988.

Galatea Stewardship Land Area
77.8055 hectares, approximately, being Part Section 1, and Parts Section 8 Block V Galatea Survey District. Subject to survey.

Fort Galatea Historical Reserve
7.2109 hectares, more or less, being Sections 9 and 11 Block V Galatea Survey District. Part Gazette 1981 page 273.
0.8570 hectares, more or less, being Section 14 Block V Galatea Survey District. Part Gazette 1988 page 2322.

Crown Land Area
11.9 hectares, approximately, being Parts Kuhawaea 1 and Parts Riverbed. Subject to survey.



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

Karamuramu

Areas referred to in the Deed of Settlement between Ngati Manawa and the Crown

Handwritten signature/initials

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

"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.
"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 to include 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; and
- 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:

Handwritten signature

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 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 indigenous flora;
 - 3.1.3 the planting of any species of exotic tree, shrub or other exotic plant;
 - 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; or
 - 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 or other exotic flora;
 - 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;

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

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; and

3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

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; and

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 and agreement with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

5 JOINT OBLIGATIONS

5.1 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 VARIATION OF COVENANT

6.1 This Covenant may be varied only by mutual agreement in writing between the Owner and the Minister.

7 DURATION OF COVENANT

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

8 OBLIGATIONS ON SALE OF LAND

8.1 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.

8.2 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.

8.3 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.

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 Title

9.4.1 This Covenant must be signed by both parties and registered against the Certificate of Title to 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

Ukemi
JF

- (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; and

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 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 20 working 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 Branch President of the branch of the New Zealand Law Society for the region in which the Land is located is to appoint the mediator.

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:

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

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

12.2.2 in the case of pre-paid post, on the third working day after posting; or

12.2.3 in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next working day after the date of dispatch.

12.3 The Owner must notify the Minister of any change of ownership or control or 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 :)

Witness: _____

Address : _____

Occupation: _____

SCHEDULE 1

Description of Land:

[5 hectares, approximately, being Part Urewera A and Part Section 1 Block IV Heruiwi Survey District. Part Gazette 1983 page 2029. (Subject to survey)]

Reserve Values to be protected:

1. The natural environment and historic values that are represented by the forest habitat and the archaeological values on the land. The site consists of a raised flat topped pa surrounded by 3m to 4m high escarpments and is located near the junction of the Waiatiu and Oriuwaka streams. The pa site consists of a defensive ditch together with some standing palisades and other wooden features in totara either intact or recently fallen. There are several kumara storage pits. The site is set in rapidly regenerating native bush that is located with in the Oriuwaka Ecological Area which forms part of the greater Whirinaki Conservation Park.
2. The site is recorded as V18/13 (N95/26) on the NZ Archaeological Association record form.

SCHEDULE 2

Address for Service

The address for service of the Owner is:

The Chairperson
Te Runanga o Ngāti Manawa
P.O. Box 116
MURUPARA 3025

The address for service of the Minister is:

The Area Manager
Te Urewera Area Office
Department of Conservation
State Highway 38
MURUPARA 3079

SCHEDULE 3

Special Conditions

The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.

The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land

Handwritten signature

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**



PART 12

KĀRAMURAMU EASEMENT

12. KĀRAMURAMU EASEMENT

(Clause 6.1.13)

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

Approved by Registrar-General of Land under No. 2007/6225

Easement instrument to grant easement or *profit à prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

SOUTH AUCKLAND



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

[TE RUNANGA O NGĀTI MANAWA]

Grantee

Surname(s) must be underlined or in CAPITALS.

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 or 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 2010

Attestation

	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> 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
	_____ <i>Signature of witness</i> 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.

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Jy Jones

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1



Easement instrument

Dated

Page

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	[Shown marked red on the attached plan]	Parts Kuhawaea 1 and Parts Riverbed (Subject to survey)	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 specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are [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

Handwritten signature/initials in the bottom right corner.

1. DEFINITIONS AND CONSTRUCTION

1.1 **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.

1.2 **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 includes 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 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 shall, when passing or re-passing over the Grantor's Land:

- (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.

3.3 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 which are damaged by the Grantee.

3.4 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

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

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.

- 3.5 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 3.5 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.
- 3.6 The Grantee will ensure at all times, in the exercise of its rights as set out in this Instrument, that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees or contractors in its or their normal or reasonable use of the Grantor's Land.
- 3.7 Subject to clauses 3.8 and 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).
- 3.8 When carrying out any repairs, maintenance or improvements to any road on the Grantor's Land under clauses 3.3 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.
- 3.9 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 or arbitrarily withheld.
- 3.10 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 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.
- 3.11 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 Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing or trapping without the prior written approval of the Grantor.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 3.12 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

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 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

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 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

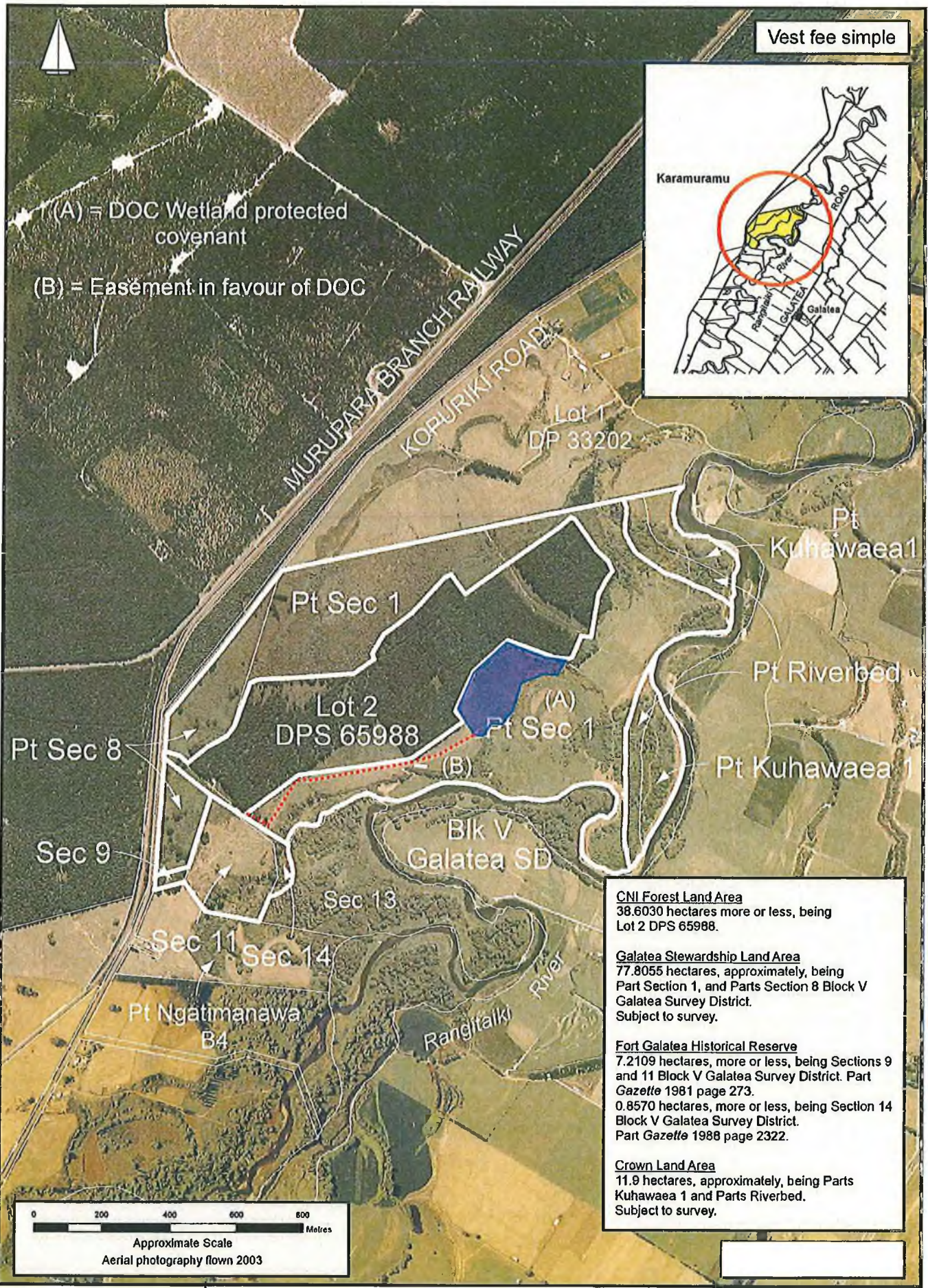
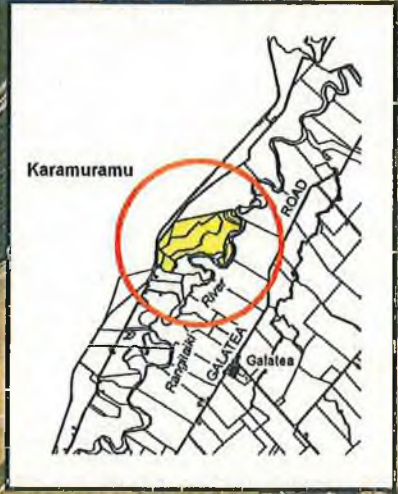
If any part of this Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Instrument which shall remain in full force.

Note: the area to which the easement applies is shown marked in red on the attached plan (overleaf).

Vest fee simple



(A) = DOC Wetland protected covenant
(B) = Easement in favour of DOC

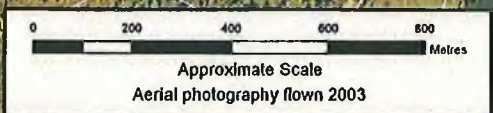


CNI Forest Land Area
38.6030 hectares more or less, being Lot 2 DPS 65988.

Galatea Stewardship Land Area
77.8055 hectares, approximately, being Part Section 1, and Parts Section 8 Block V Galatea Survey District. Subject to survey.

Fort Galatea Historical Reserve
7.2109 hectares, more or less, being Sections 9 and 11 Block V Galatea Survey District. Part Gazette 1981 page 273.
0.8570 hectares, more or less, being Section 14 Block V Galatea Survey District. Part Gazette 1988 page 2322.

Crown Land Area
11.9 hectares, approximately, being Parts Kuhawaea 1 and Parts Riverbed. Subject to survey.



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

Karamuramu

Areas referred to in the Deed of Settlement between Ngāti Manawa and the Crown

Handwritten signature or initials in the bottom right corner.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

(

(

Handwritten signature

PART 13

LEASES OF SCHOOL SITES

13. LEASES OF SCHOOL SITES

(Clause 6.1.31)

(Overleaf)

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

<hr style="border: 0.5px solid black; margin-bottom: 10px;"/> <hr style="border: 0.5px solid black; margin-top: 10px;"/>	<hr style="border: 0.5px solid black; margin-bottom: 5px;"/> <i>Signature of witness</i> Witness name: Occupation: Address
<hr style="border: 0.5px solid black; margin-bottom: 10px;"/> <hr style="border: 0.5px solid black; margin-top: 10px;"/>	<hr style="border: 0.5px solid black; margin-bottom: 5px;"/> <i>Signature of witness</i> Witness name: Occupation: Address
<hr style="border: 0.5px solid black; margin-bottom: 10px;"/> <hr style="border: 0.5px solid black; margin-top: 10px;"/>	<hr style="border: 0.5px solid black; margin-bottom: 5px;"/> <i>Signature of witness</i> Witness name: Occupation: Address
<p>Signature of the Lessee</p> <p>Signed for and on behalf of HER MAJESTY THE QUEEN as Lessee by</p> <p>(acting pursuant to a written delegation given to him/her by the Secretary for Education) in the presence of:.</p>	<p>Signed in my presence by the Lessee</p> <hr style="border: 0.5px solid black; margin-bottom: 5px;"/> <i>Signature of witness</i> Witness to complete in BLOCK letters (unless legibly printed) Witness name: Occupation: Address:

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Lessee

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

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

MINISTRY OF EDUCATION

LEASE

The Lessor owns the Land hereafter described in Item 1 of Schedule A ("the Land")

The Lessor has agreed to lease the Land to the Lessee on the terms and conditions hereinafter appearing

The Lessor HEREBY LEASES to the Lessee the Land from the Commencement Date, at the annual rental, for the term with the right(s) of renewal and for the Permitted Use all as described in Schedule A

The Lessor and the Lessee covenant as set out in Schedule B

The Lessee hereby accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants in Schedules A and B

SCHEDULE A

ITEM 1 THE LAND

ITEM 2 THE COMMENCEMENT DATE

[Date]

ITEM 3 ANNUAL RENT

[\$[In respect of Te Kura Kaupapa Motuhake o Tāwhiuau \$3,180; in respect of Galatea School \$5,220; in respect of Murupara School \$4,020] plus GST per annum payable monthly in advance on the first day of each month with a first payment due on the [Date] day of [Month & Year].

ITEM 4 TERM OF LEASE

[21 years.]

ITEM 5 LESSEE OUTGOINGS

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

ITEM 6 PERMITTED USE

The Permitted Uses referred to in clause 2.8.

ITEM 7 RIGHT OF RENEWAL

Perpetual rights of renewal of 21 years each from the [Date], and each 21st yearly anniversary after that date.

ITEM 8 RENT REVIEW DATES

[Date] and 7 yearly thereafter.

ITEM 9 LESSEE'S IMPROVEMENTS

[List all existing buildings and improvements on the Land together with all playing fields and sub soil works constructed or installed by the Lessee or any agent or sublessee or licensee of the Lessee on the Land].

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

Ministry of Education
National Property Office
Private Box 1666
WELLINGTON

(hereafter called "the Lessee")

From: [Mortgagee/Chargeholder]

(hereafter called "the Lender")

The Lender acknowledges that prior to the date it advanced monies to the Lessor under a security ("the Security") given by the Lessor over the Land described in the Schedule below ("the Land") it had notice of and agreed to be bound by the provisions of clause [3.4 c] of the lease of the Land and that in particular it agrees that notwithstanding any provision of the Security to the contrary and irrespective of how any Lessee's Improvement is annexed to the Land it:

- a. Will not claim any security interest in any Lessee's Improvement placed on the Land prior to or after the Commencement Date of the Security;
- b. Will at all times acknowledge that any Lessee's Improvements shall remain the property of the Lessee at all times during the continuance of the Lease and for a reasonable period after the expiration or sooner determination of the Lease.

SCHEDULE

[]

.....
(LENDER EXECUTION)
/ [Year]

Handwritten signature

SCHEDULE B

PART I - PRELIMINARY

1. Definitions

1.1

- a. The expression "the Lessor" shall include and bind:
 - i. the persons executing this Lease as Lessor; and
 - ii. any Lessor for the time being under it; and
 - iii. all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally.
- b. The expression "the Lessee" shall include and bind:
 - i. the person executing this Lease as Lessee; and
 - ii. all the Lessees for the time being under it; and
 - iii. all the respective executors, administrators, successors, assigns and successors in title of each Lessee and if more than one jointly and severally.
- c. Words importing the singular or plural number shall include the plural or singular number respectively.

1.2 "Board" means a Board of Trustees constituted under Part 9 of the Education Act 1989.

1.3 "Crown" has the meaning given to it in section 2(1) of the Public Finance Act 1989 and includes:

- a. Her Majesty the Queen in right of New Zealand; and
- b. all Ministers of the Crown and all Departments.

1.4 "Crown Body" means:

- a. the Crown (whether acting through a Minister of otherwise);
- b. a Crown entity (as defined in section 7(1) of the Crown Entities Act 2004);
- c. a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); or
- d. any company or body which is wholly-owned or controlled by any one or more of the following:
 - i. the Crown,
 - ii. a Crown entity; or
 - iii. a State enterprise;

and includes:

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- iv a subsidiary of, or related company to, a company or body referred to in d; and
 - v. the New Zealand Railways Corporation.
- 1.5 "Department" has the meaning given to it in section 2 of the Public Finance Act 1989.
- 1.6 "Education Act 1989" means the Education Act 1989 .
- 1.7 "Government Work" means a work or any intended work that is to be constructed, undertaken, established, managed, operated or maintained by or under the control of the Crown or any Minister of the Crown for any public purpose.
- 1.8 "The Land", "The Commencement Date", "Annual Rental", "Term of the Lease", "Lessee's Outgoings" and "Permitted Use" have the meanings ascribed to them in Schedule A.
- 1.9 "Lessee's Improvements" means all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works and other like property of any kind whatsoever constructed or placed on the Land by the Lessee or any agent or sublessee or licensee of the Lessee prior to or after the commencement of this Lease including those listed in Item 10 of Schedule A.
- 1.10 "Lessee's Outgoings" means all outgoings the Lessee is obliged to pay under the provisions of this Lease.
- 1.11 A "property occupancy document" means a notice specifying the terms and conditions subject to which a Board occupies land and buildings, issued by the Secretary for Education pursuant to section 70 of the Education Act 1989 and includes a licence to occupy or other agreement granted under those provisions.
- 1.12 "State School" has the meaning given to it in the Education Act 1989.
- 1.13 References to a statute include references to regulations, orders, rules or notices made under that statute, and references to a statute or regulation include references to all amendments to or replacements of that statute or regulation, whether by subsequent statute or regulation, consolidation, reenactment, substitution or otherwise.
- 1.14 The term "to sublet" shall include the granting of a licence to occupy the Land or part thereof, and "subletting" and "sublease" shall be construed accordingly.

2. Lessee's Covenants

2.1 Payment of Annual Rent

The Lessee shall pay the annual rent in the manner and at the times provided in Item 3 of Schedule A.

2.2 Rent Review

The annual rent shall be reviewed by the Lessor at intervals of [7] years to an annual rent of 6% of:

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- a. the value of the Land as vacant land in an unsubdivided state assessed in accordance with its underlying zoning or as a school site, whichever is the greater; and
 - b. the value of any Lessor's property on the Land;
- (hereafter referred to as "the Reviewed Annual Rent")

in the following manner:

- i. the Lessor shall commence a review by not earlier than 3 months prior to any Rent Review Date or at any time up to one year after any Rent Review Date (time being of the essence) by giving written notice to the Lessee specifying the annual rent considered by the Lessor to be the Reviewed Annual Rent as at that Rent Review Date;
- ii. if, by written notice to the Lessor within 28 days after receipt of the Lessor's notice, the Lessee disputes that the proposed new annual rent is the Reviewed Annual Rent, then the new rent shall be determined in accordance with the provisions of clause [4.8 d].;
- iii. immediately following receipt by the Lessor of the Lessee's notice, the parties shall endeavour to agree upon the reviewed annual rent but if agreement is not reached within 28 days then the new rent may be determined either:
 - (a) by one party giving written notice to the other requiring the new rent to be determined by arbitration; or
 - (b) if the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
- iv. each party shall appoint a valuer and give written notice of the appointment to the other party within 28 days of the parties agreeing to so determine the new rent;
- v. the valuers appointed before commencing their determination shall appoint an umpire who shall be a registered valuer or solicitor of the High Court. In the event the valuers fail to agree upon an umpire, the appointment of an umpire shall be made by the president of the Arbitrator's Institute of New Zealand Incorporated on the joint application of the valuers;
- vi. the valuers shall determine the Reviewed Annual Rent of the premises and if they fail to agree then the rent shall be determined by the umpire;
- vii. each party shall be given the opportunity to make written or verbal representations to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe and they shall have regard to any such representations but not be bound thereby;
- viii. When the rent has been determined, the umpire or the valuers shall give written notice thereof to the parties. Any umpire notice shall provide how the costs of the determination shall be borne and such provisions shall be binding on the parties. Where the rent is determined by the parties' valuers and not the umpire, the parties shall pay their own costs.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- c. The annual rent so determined or accepted shall be the annual rent from the Rent Review Date or the date of the Lessor's notice if such notice is given later than 3 months after the Rent Review Date;
- d. Pending the determination of the new rent, the Lessee shall pay the rent specified in the Lessor's notice provided that the rent is substantiated by a registered valuer's report. Upon determination of the new rent, an appropriate adjustment shall be made;
- e. The rent review at the option of either party may be recorded in a variation of this lease, the cost of which shall be payable by the Lessee.

2.3 Payment of Lessee Outgoings

- a. The Lessee shall pay the Lessee Outgoings in respect of the Land which are specified in Item 5 of Schedule A direct to the creditors concerned.
- b. The Lessee's liability to pay Lessee Outgoings during the term of this Lease shall subsist until the end or earlier termination of this Lease.

2.4 Valuation Roll

Where this lease is registered under section 115 of the Land Transfer Act 1952 and is for a term of not less than 10 years (including renewals):

- a. the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer in respect of the Land; and
- b. the Lessee will be responsible for payment of rates accordingly.

2.5 Utility Charges

The Lessee shall promptly pay to the relevant authority or supplier all charges for water, sewage, drainage, electricity, gas, telephone, rubbish collection and all utility and other services connected or supplied to the Land if separately metered or charged in respect of the Land.

- a. **Apportionment:** If any utility or service is not separately charged in respect of the Land then the Lessee shall pay a fair and reasonable proportion.
- b. **Adjustments:** The Lessor may vary the proportion of any utility charge payable to ensure that the Lessee pays a fair and reasonable proportion.
- c. **Meters:** If required to do so by the Lessor or any Authority the Lessee shall at the lessee's own expense install any meter or other measuring device necessary for the proper measurement of the charges for any utility or other services supplied to the Land.

2.6 Goods and Services Tax

The Lessee shall pay to the Lessor or as the Lessor shall direct the goods and services tax (GST) payable by the Lessor in respect of the rental and other payments payable by the Lessee hereunder. The GST in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payments shall be payable on demand.

2.7 Interest

If the Lessee shall fail to pay any instalment of rent or other sum of the money payable to the Lessor under this Lease within 14 days of the day on which it fell due or, if the Lessee shall fail to pay to the Lessor upon demand any amount paid by the Lessor to remedy any default by the Lessee of the Lessee's obligations under this Lease within 14 days from the date such demand is received by the Lessee, then any amount not so paid shall bear interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for overdraft accommodation plus a margin of 4% accruing on a daily basis from the due date for payment or the due date of payment by the Lessor (as the case may be) down to the date that such amount is paid by the Lessee. The Lessor shall be entitled to recover such interest in the same manner as if it were rent in arrears.

2.8 Permitted Uses of Land

a. Primary Use

The Land may be used for education purposes.

b. Subsidiary Use

If any part of the Land is not required for education purposes, then that part of the land may be used for any of the following purposes:

- i. any other Government Work;
- ii. any use undertaken, established, managed, operated or maintained by a Crown Body for any public purpose;
- iii. any use of the whole or any part of the Land consented to by the Lessee as sublessor under clause 4.2 of this Lease.

2.9 Designation

The Lessor covenants that it will consent to the Lessee seeking and obtaining a designation of the Land for the purposes of the Permitted Use under the provisions of the Resource Management Act 1991, and that the Lessor shall further consent to the Lessee maintaining that designation for the duration of this Lease.

2.10 Lessee's Acknowledgement

The Lessee agrees to occupy and use the Land at the Lessee's risk and releases to the fullest extent permitted by law the Lessor, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any personal property in or about the Land, except where that is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

2.11 Compliance with Law

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

2.12 Avoidance of Danger or Hazards

The Lessee shall:

- a. take all reasonable precautions to minimise any danger or hazard arising from the Lessee's use of the Land and shall not permit any goods of a dangerous nature to be stored or used on the Land unless stored and used in a manner which complies with all statutes, ordinances, regulations, bylaws and codes or standards in that regard;
- b. promptly remedy any danger or hazard that may arise on the Land;
- c. not contaminate the Land and ensure that any Lessee's Improvements left on the Land at the expiry of the term of the Lease will be in a safe state free from contamination and hazardous materials;
- d. for the purposes of sub-clause c., "contamination" means any change to the physical, chemical or biological condition of the Land by a contaminant as that term is defined in the Resource Management Act 1991.

2.13 Maintenance of Lessee's Improvements

The Lessee shall at the Lessee's expense keep any Lessee's Improvements on the Land in good order, condition and repair during the continuance of this Lease.

2.14 Construction of or Alterations To Lessee's Improvements

- a. The Lessee may construct Lessee's Improvements and make any alterations or additions to Lessee's Improvements without the prior approval of the Lessor where it is necessary for or incidental to the Permitted Use. In all other cases, the Lessee shall be obliged to seek the prior written consent of the Lessor to the construction of any Lessee's Improvements which are not necessary for or incidental to the Permitted Use, and consent shall not be withheld or delayed unreasonably or arbitrarily.
- b. The Lessee may negotiate and conclude such easements and all other like rights and interests over or for the benefit of the Land as are necessary for or incidental to either:
 - i. the Permitted Use; or
 - ii. any permitted alterations or additions to the Lessee's Improvements;with the prior approval of the Lessor and the Lessor agrees that:
 - iii. it will not unreasonably or arbitrarily withhold its consent; and
 - iv. it will execute such documentation as is reasonably required to give legal effect to the rights so created.

2.15 No Lessor Maintenance

The Lessee acknowledges that the Lessor shall have no repair or maintenance obligations for any of the Lessee's Improvements on the Land.

2.16 Lessor's Acknowledgments as to Lessee's Improvements

- a. The Lessor acknowledges in relation to Lessee's Improvements that:
 - i. notwithstanding any rule of law or equity to the contrary, property in all Lessee's Improvements shall remain with the Lessee throughout the continuance of this Lease and irrespective of how those improvements are annexed to the Land;
 - ii. Lessee's Improvements are to be insured by the Lessee in its own name; and
 - iii. when any Lessee's Improvements are destroyed or damaged, the decision whether to reinstate or not is solely with the Lessee and property in any insurance proceeds is also solely with the Lessee;
- b. Should the Land be subject to any mortgage or other charge at the Commencement Date, then the Lessor will when presenting this Lease to the Lessee for its acceptance also present to the Lessee the written acknowledgment of all existing mortgagees or chargeholders of the Land in the form prescribed in Schedule A Item 10 duly executed by the mortgagees or chargeholders. It is acknowledged by the Lessor that the Lessee shall not be required to execute this Lease until the provisions of this subclause have been fully satisfied;
- c. Should the Lessor, subsequent to the Commencement Date, propose to grant any mortgage or charge then, prior to doing so, it shall have executed by any proposed mortgagee or chargeholder the written acknowledgment prescribed in Schedule A Item 11. It is acknowledged by the Lessor that it will not grant any mortgage or charge until the provisions of this clause have been satisfied and that it will deliver executed originals of those acknowledgments to the Lessee within 3 working days from the date of their receipt by the Lessor (time being of the essence);
- d. The Lessee may demolish or remove any Lessee's Improvements from the Land at any time during this Lease without the consent of the Lessor upon the condition that the Lessee reinstates the Land to a neat, tidy and safe condition after any such removal.

2.17 Removal of Lessee's Improvements

- a. Upon the termination of this Lease, the Lessee shall have the right to remove any Lessee's Improvements from the Land without being obliged to pay the Lessor any compensation for their removal if they are removed within a reasonable period from the termination of the Lease, it being acknowledged by the Lessor that property in all Lessee's Improvements remains with the Lessee until that time and that no prior consent of the Lessor shall be required in respect of any removal;
- b. The Lessor further acknowledges that it will be deemed by the provisions of this clause to have granted to the Lessee licence to enter the Land and remove Lessee's Improvements and that this provision shall enure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and shall also bind any successor in title to the Lessor subsequent to the expiry of the Lease;
- c. The Lessee covenants that it will have no claim of any kind against the Lessor in respect of any Lessee's improvement or other Lessee's property which is left on the Land following a reasonable period after the termination of this Lease and that any

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

such Lessee's property shall thereafter be deemed to have become the property of the Lessor;

- d. In the event the Lessee removes the Lessee's Improvements from the Land, it shall restore the Land to a neat, tidy and safe condition subsequent to any removal;
- e. In the event the Lessee does not remove the Lessee's Improvements from the Land, ensure that the Lessee's Improvements do not encroach on adjoining land unless there is a subsisting lease, licence or similar occupancy right;
- f. The Lessor shall do nothing to obstruct or otherwise impede the removal of any Lessee's Improvements from the Land at any time prior to the termination of the Lease or within three months after that time;
- g. In any review of rent under the provisions of this Lease any Lessee's Improvements shall be entirely excluded from the assessment of any new rental.

2.18 Rubbish Removal

The Lessee shall regularly cause all rubbish and garbage to be removed from the Land and will keep any rubbish bins or containers in a tidy condition. The Lessee will also at the Lessee's expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the territorial authority.

2.19 Signage

The Lessee shall have the right to affix names, signs, nameplates, signboards and advertisements relating to the purposes of the Permitted Use without the consent of the Lessor. The Lessee shall not otherwise affix, paint or exhibit or permit to be affixed, painted or exhibited any name, sign, name plate, sign board or advertisement of any description on or to the exterior of the Lessee's Improvements or the Land or any Lessors' Property thereon without the prior approval in writing of the Lessor. Any signage shall be secured in a substantial and proper manner so as not to cause any damage and the Lessee shall at the end or sooner determination of this Lease remove the signage and make good any damage.

2.20 Insurance

- a. The Lessor shall be responsible for insuring any Lessor's property on the Land;
- b. The Lessee shall be responsible for insuring or self insuring any Lessee's Improvements on the Land;
- c. Should any property referred to in subclauses a. and b. above be damaged or destroyed, then it shall be the sole responsibility of the party effecting insurance to decide (subject to the rights of any mortgagee of theirs) whether to effect reinstatement or not and the other party shall abide by that decision whatever it may be.

2.21 Insurance

The Lessee shall (except where the Lessee is Her Majesty the Queen) insure at its own cost against all public liability in the sum of at least \$2,000,000 in respect of any single event in the name of the Lessee at all times during the continuance of this Lease.

2.22 Compliance with Easements and other Instruments

The Lessee shall comply with the terms of any easements or other like rights or interests which are for the benefit of or are appurtenant to the Land.

2.23 Sundry Lessee Acknowledgments

The Lessee acknowledges that:

- a. the Lessor shall not be liable to erect or maintain or contribute towards the cost of the erection or replacement of any dividing or boundary fence or portion thereof between the Land and any adjoining land which is the property of the Lessor;
- b. the Lessee shall at its own cost and expense in all things fence the boundaries of the Land insofar as the Lessee deems it reasonably necessary for the purposes of the Permitted Use;
- c. it has entered into this Lease in reliance on its own judgment and not in reliance on any representation or warranty by the Lessor.

3. Lessor's Covenants

3.1 Quiet Enjoyment

If the Lessee pays the rent and observes and performs all the covenants and agreements expressed or implied in this Lease, the Lessee shall quietly hold and enjoy the Land throughout the term of this Lease without any interruption by the Lessor or any person claiming by, through or under the Lessor.

3.2 Benefits to Land Not to be Granted, Restricted or Cancelled

The Lessor shall not:

- a. cancel, surrender or modify any easements or other like rights or interests whether registered or not which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee;
- b. grant any easements or other like rights or interests whether registered or not over the Land or the Lessor's interest in the Land without the prior written consent of the Lessee which may not be unreasonably or arbitrarily withheld.

4. Mutual Covenants

4.1 Assignment

- a. The Lessee shall be permitted as of right to assign its interest under this Lease to any Crown Body, but shall not otherwise be able to assign its interest under this Lease;
- b. Without limiting clause 4.1a, it is acknowledged between the parties that a transfer of the interest of one Department to another Department shall be permitted as of right by the Lessor and shall not be deemed to be an assignment for the purposes of this clause 4.1 or a subletting for the purposes of clause 4.2;

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- c. The disposal of the Lessee's interest in the Land pursuant to section 40, 41, 42, 50 or 52 of the Public Works Act 1981 shall be permitted as of right and shall not be deemed to be an assignment for the purposes of clause 4.1a or a subletting for the purposes of Clause 4.2.

4.2 Subletting

The Lessee shall be permitted as of right to sublet or grant a licence to:

- a. any Crown Body; or
- b. any person or body where the Land is used for the purposes of a school and the Land or a part of the Land is not needed or used for the purposes of the school occupying it during the term of the sublease or licence; and
 - i. the sublease or licence is in the public interest; and
 - ii. the sublease or licence:
 - iii. is for a purpose associated with educational outcomes and will bring educational benefit to the school or its community, or to any other school; or
 - iv. is for a community purpose, and will bring no educational disadvantage to the school; or
 - v. the sublease or licence is essential or conducive to the carrying out of the then existing Permitted Use.

4.3 Occupancy by School Board of Trustees

- a. Where the Lessee Her Majesty the Queen acting by and through the Secretary for Education has issued either a licence to occupy or a property occupancy document to any Board then the occupancy so conferred shall not be an underletting or an assignment to which clause 4.1 or clause 4.2 relate and shall be permitted as of right. The Lessor agrees that the covenant for quiet enjoyment contained in clause 3.1 extends to and includes the occupancy of the Land by any such Board whether pursuant to a licence to occupy or a property occupancy document.
- b. The Board shall be permitted as of right, after obtaining the prior written consent of the Secretary for Education, to:
 - i. sublet or grant a licence to any person or body on the same basis that the Lessee is permitted to sublet or licence under clause 4.2b, in accordance with s70B of the Education Act 1989; and
 - ii. enter into an agreement with any person or body, pursuant to s70C of the Education Act 1989.

4.4 Lessee Break Option

The Lessee may at any time during the continuance of this Lease, or any renewal of it determine this Lease by giving not less than 6 months notice in writing. The Lease shall expire upon expiration of the notice and the Lessee shall, at that time, pay a further one year's rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

claims, loss and damage accruing to the Lessor from the determination, but without prejudice to any antecedent breach of this Lease by the Lessee prior to its termination.

4.5 Default

Notwithstanding anything else in this Lease, the Lessor acknowledges and agrees that, should the Lessee breach any terms or conditions of this Lease, the Lessor shall not in any circumstances whatsoever terminate or forfeit this Lease or re-enter into possession, but shall limit itself to the remedies of:

- a. specific performance; and/or
- b. damages; and/or
- c. any other remedies which may be appropriate or available and do not involve the forfeiture or termination of this Lease or re-entry into possession.

4.6 Notice of Default

Notwithstanding anything expressed or implied in this lease, the Lessor will not exercise its rights under clause 4.5 unless the Lessor has first given to the Lessee written notice of the breach or default on which the Lessor relies. In the case of a breach or default:

- a. remediable by payment of money, if the Lessee pays to the Lessor within one months of the service of such notice all moneys necessary to remedy such breach or default;
- b. remediable other than by payment of money, if the Lessee within one month of the service of such notice undertakes in writing to the Lessor to remedy the breach or default and remedies the same within a reasonable time having regard to the nature and extent of it;
- c. which cannot be remedied, if the Lessee within three months of the service of such notice pays to the Lessor compensation to the reasonable satisfaction of the Lessor in respect of such breach or default having regard to the nature and extent of it,

then the Lessor will not be entitled to rely on the breach or default set out in the notice to the Lessee and the same will be absolutely waived by the Lessor and this lease will continue in full force and effect as if no such breach or default had occurred.

4.7 Lessor May Remedy Lessee Default

- a. If the Lessee defaults in the observance or performance of any of the Lessee's obligations and if the Lessor has first served not less than 21 clear days written notice of its intention to enter upon the Land and to do such things required to make good any Lessee default, then it shall be lawful for the Lessor (in addition to any of its remedies) to enter the Land and do all such things required to make good the default and to recover the costs of such action from the Lessee;
- b. Any notice served under the provisions of clause 4.5 a. shall specify sufficient particulars to adequately advise the Lessee of the breach of Lease in respect of which notice is issued and the fact that such notice is issued under the provisions of this clause. Non compliance with these requirements shall render any notice void.

4.8 Renewal

- a. If the Lessee has observed and performed its covenants under this Lease and given written notice to renew the Lease at least three calendar months prior to the end of the initial term of 21 years (time not being of the essence of such notice) then the Lessor will at the cost of the Lessee renew the Lease for the next further term from the renewal date as follows;
- b. The annual rent shall be agreed upon or failing agreement shall be determined in accordance with clause 2.2; and
- c. Otherwise the renewed lease shall be upon and subject to the covenants and agreements expressed or implied in this Lease, including this right of renewal.

4.9 Entire Agreement

This Lease constitutes the entire and complete agreement between the parties in relation to the lease of the Land and no variation shall be effective or binding unless it is recorded in writing and executed in the same manner as this Lease.

4.10 Differences and Disputes

- a. Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.
- b. If the parties cannot resolve a dispute or difference within fifteen (15) business days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).
- c. If the parties cannot agree on any dispute resolution technique within a further fifteen (15) days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under Clause 2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.
- d. The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

4.11 Service of Notices

- a. Notices given under this Lease by the Lessor shall be served on the Lessee by hand delivery in accordance with Section 152 of the Property Law Act or by registered mail addressed to:

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

The Property Manager
National Office
Ministry of Education
Private Bag 1666
WELLINGTON.

- b. Notices given under this Lease by the Lessee shall be served on the Lessor by hand delivery in accordance with Section 152 of the Property Law Act or by registered mail addressed to:

[INSERT PARTICULARS WHEN KNOWN]

- c. Notices shall be deemed to be served at the time of delivery, or in the case of notices which are posted by registered mail, two days after the date of posting.

4.12 Registration of Lease

The parties acknowledge their agreement that this Lease be registered under the provisions of the Land Transfer Act 1952 at the expense of the Lessee. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease prior to registration.

4.13 Costs

The parties shall pay their own costs of and incidental to the negotiation, preparation and execution of this Lease. The Lessee shall pay the Lessor's costs of and incidental to the negotiation, preparation and execution of any variation (where this is requested by the Lessee), renewal or surrender of this Lease or the obtaining of any consents or approvals associated with this Lease.

PART 14

RFR DEED

Handwritten signature

14. RFR DEED

(Clause 7.3)

TABLE OF CONTENTS

	Page No.
BACKGROUND	
1. NOTICE TO BE GIVEN BEFORE DISPOSING OF AN RFR PROPERTY.....[]	
2. ACCEPTANCE BY THE GOVERNANCE ENTITY.....[]	
3. NON-ACCEPTANCE BY THE GOVERNANCE ENTITY.....[]	
4. RE-OFFER REQUIRED.....[]	
5. TERMS OF THIS DEED NOT TO AFFECT CERTAIN RIGHTS AND RESTRICTIONS.....[]	
6. THIS DEED DOES NOT APPLY IN CERTAIN CASES.....[]	
7. NOTICE OF CERTAIN DISPOSALS.....[]	
8. TIME LIMITS.....[]	
9. TERM OF RIGHT OF FIRST REFUSAL.....[]	
10. DISPOSAL OF MORE THAN ONE PROPERTY.....[]	
11. NOTICES.....[]	
12. AMENDMENT.....[]	
13. NO ASSIGNMENT.....[]	
14. DEFINITIONS AND INTERPRETATION.....[]	
SCHEDULE 1.....[]	
SCHEDULE 2.....[]	
SCHEDULE 3.....[]	

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

DEED GRANTING A RIGHT OF FIRST REFUSAL

THIS DEED is made

BETWEEN

[Insert the name of, or, in the case of a trust, other appropriate details about, the Governance Entity] (the "**Governance Entity**")

AND

HER MAJESTY THE QUEEN in right of New Zealand (the "**Crown**").

BACKGROUND

- A. Ngāti Manawa and the Crown are parties to a deed of settlement (the "**Deed of Settlement**") to settle the Historical Claims of Ngāti Manawa dated 12 December 2009.
- B. Under clauses 7.3 and 7.5 of the Deed of Settlement, it was agreed that (if that Deed of Settlement became unconditional) the Crown and the Governance Entity would enter into this Deed.
- C. The Deed of Settlement has become unconditional.

IT IS AGREED as follows:

1 NOTICE TO BE GIVEN BEFORE DISPOSING OF AN RFR PROPERTY

Crown must give RFR notice

- 1.1 The Crown must, before Disposing of an RFR Property, give an RFR Notice to the Governance Entity in respect of the property.

Crown may withdraw RFR notice

- 1.2 The Crown may withdraw an RFR Notice at any time before the Governance Entity accepts under clause 2.1 the offer in that notice.
- 1.3 If the Crown withdraws an RFR Notice, this Deed still applies to the RFR Property and, in particular, the Crown must give another RFR Notice to the Governance Entity before it Disposes of the RFR Property.

2 ACCEPTANCE BY THE GOVERNANCE ENTITY

Acceptance

- 2.1 If the Governance Entity accepts by Notice to the Crown, by the Expiry Date, the offer set out in an RFR Notice, a contract for the Disposal of the RFR Property (an "**RFR Property Contract**") is constituted between the Crown and the Governance Entity at the price and on the terms and conditions set out in the RFR Notice.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

Transfer

- 2.2 If an RFR Property Contract is constituted between the Crown and the Governance Entity under clause 2.1, the Crown will transfer the RFR Property to:
- 2.2.1 the Governance Entity; or
 - 2.2.2 a person nominated by the Governance Entity (a "**Nominated Transferee**") under clause 2.3.
- 2.3 The Governance Entity may nominate a Nominated Transferee by:
- 2.3.1 giving Notice to the Crown at least 10 Business Days before settlement of the relevant RFR Property Contract is due; and
 - 2.3.2 including in that Notice:
 - (a) the name of the Nominated Transferee; and
 - (b) all other relevant details about the Nominated Transferee.
- 2.4 If the Governance Entity nominates a Nominated Transferee under clause 2.3, the Governance Entity remains liable for all the Governance Entity's obligations under the relevant RFR Property Contract.

3 NON-ACCEPTANCE BY THE GOVERNANCE ENTITY

- 3.1 If:
- 3.1.1 the Crown gives the Governance Entity an RFR Notice; and
 - 3.1.2 the Governance Entity does not accept the offer set out in the RFR Notice by Notice to the Crown by the Expiry Date,
- the Crown:
- 3.1.3 may, at any time during the period of two years from the Expiry Date, Dispose of the RFR Property if the price, and the other terms and conditions of the Disposal, are not more favourable to the purchaser or lessee than the price, and other terms and conditions, set out in the RFR Notice to the Governance Entity; but
 - 3.1.4 must, promptly after entering into an agreement to Dispose of the RFR Property to a purchaser or lessee, give Notice to the Governance Entity of:
 - (a) that fact; and
 - (b) the terms of that agreement; and
 - 3.1.5 must not Dispose of the RFR Property after the end of the period of two years after the Expiry Date without first giving an RFR Notice to the Governance Entity under clause 1.1.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

4 RE-OFFER REQUIRED

4.1 If:

4.1.1 the Crown gives the Governance Entity an RFR Notice;

4.1.2 the Governance Entity does not accept the offer set out in the RFR Notice by Notice to the Crown by the Expiry Date; and

4.1.3 the Crown, during the period of two years from the Expiry Date, intends to Dispose of the RFR Property but at a price, or on other terms and conditions, more favourable to the purchaser or lessee than the terms and conditions in the RFR Notice,

the Crown may do so only if it first offers the RFR Property for Disposal on those more favourable terms and conditions to the Governance Entity in another RFR Notice under clause 1.1.

5 TERMS OF THIS DEED NOT TO AFFECT CERTAIN RIGHTS AND RESTRICTIONS

5.1 Nothing in this Deed affects, or limits, and the rights and obligations created by this Deed are subject to:

5.1.1 the terms of a gift, endowment, or trust relating to an RFR Property existing before the Settlement Date;

5.1.2 the rights of a holder of a mortgage over, or of a security interest in, an RFR Property;

5.1.3 any requirement at common law or under legislation that:

(a) must be complied with before an RFR Property is Disposed of to the Governance Entity; or

(b) the Crown must Dispose of an RFR Property to a third party; and

5.1.4 any feature of the title to an RFR Property that prevents or limits the Crown's right to Dispose of the RFR Property to the Governance Entity; and

5.1.5 any legal requirement that:

(a) prevents or limits the Crown's ability to Dispose of an RFR Property to the Governance Entity; and

(b) the Crown cannot satisfy after taking reasonable steps to do so (and, for the avoidance of doubt, reasonable steps do not include introducing a change to, or changing, the law).

6 THIS DEED DOES NOT APPLY IN CERTAIN CASES

Disposal to certain persons is exempt

6.1 Clause 1.1 does not apply if the Crown is Disposing of an RFR Property to:

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 6.1.1 the Governance Entity or a Nominated Transferee;
- 6.1.2 a person to give effect to this Deed or to the Deed of Settlement;
- 6.1.3 a person by way of gift for charitable purposes;
- 6.1.4 the existing tenant of a house on the RFR Property that is held on the Settlement Date for education purposes;
- 6.1.5 the lessee under a lease of the RFR Property if such Disposal is constituted by a grant of a new lease to the lessee under a right of, or option for, renewal, or under another right of the lessee to take a further lease under the provisions of the lease;
- 6.1.6 a person under a Disposal arising from a legal requirement on the Crown to consent to an assignment, subletting or other parting with possession of the RFR Property (or a part of it) at the request of the lessee of the RFR Property or otherwise;
- 6.1.7 a person who is being granted a lease of the RFR Property in accordance with a legal right created on or before the Settlement Date;
- 6.1.8 the lessee under a lease of an RFR Property granted, on or before the Settlement Date (or granted after that date but in renewal of a lease granted on or before that date), under:
- (a) section 67 of the Land Act 1948;
 - (b) section 93(4) of the Land Act 1948; or
 - (c) the Crown Pastoral Land Act 1998;
- 6.1.9 a person under:
- (a) sections 40(2) or 41 of the Public Works Act 1981 (or those sections as applied by any other legislation); or
 - (b) section 40(4) of the Public Works Act 1981 (or that sub-section as applied by section 41 of the Public Works Act 1981 or by any other legislation);
 - (c) an order of the Maori Land Court under section 41(e) of the Public Works Act 1981 and section 134 of Te Ture Whenua Maori Act 1993;
 - (d) section 105(1) of the Public Works Act 1981;
 - (e) section 117(3) of the Public Works Act 1981 (other than a person to whom the land is being Disposed of under the words "may be dealt with as Crown land under the Land Act 1948" in paragraph (b) of that section); or
 - (f) section 119(2) of the Public Works Act 1981;
- 6.1.10 a person under section 206 of the Education Act 1989;

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- 6.1.11 a person under section 355(3) of the Resource Management Act 1991;
- 6.1.12 a person under:
- (a) sections 16A or 24E of the Conservation Act 1987;
 - (b) section 15 of the Reserves Act 1977;
 - (c) sections 26 or 26A of the Reserves Act 1977, or any other legislation where a reserve is being vested, if:
 - (i) the reserve is vested in another person to hold and administer as a reserve under the Reserves Act 1977; and
 - (ii) the reserve would revert to the Crown if its status as a reserve was revoked;
 - (d) section 93(4) of the Land Act 1948; or
 - (e) legislation that:
 - (i) excludes the RFR Property from a national park within the meaning of the National Parks Act 1980; and
 - (ii) authorises the RFR Property to be Disposed of in consideration or part consideration for other land to be held or administered under the Conservation Act 1987, the National Parks Act 1980 or the Reserves Act 1977; or
- 6.1.13 a person who, immediately before the Disposal, holds a legal right created on or before the Settlement Date to:
- (a) purchase the RFR Property or be granted a lease of the RFR Property the term of which, including rights of renewal or of extension provided by the lease, is or could be for 50 years or longer; or
 - (b) be offered the opportunity to purchase the RFR Property or be granted a lease of the RFR Property the term of which, including rights of renewal or of extension provided by the lease, is or could be for 50 years or longer.

Disposal to Crown Body exempt

- 6.2 Clause 1.1 does not apply to the Disposal of an RFR Property to a Crown Body, if that Crown Body takes that RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the Governance Entity in the form set out in schedule 1.
- 6.3 A Crown Body to whom an RFR Property is being disposed of under clauses 3, 5 or 6.1 is not required to enter into a deed under clause 6.2.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

Disposal for public works exempt

- 6.4 Clause 1.1 does not apply to the Disposal of an RFR Property to a local authority under section 50 of the Public Works Act 1981, if that local authority takes that RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the Governance Entity in the form set out in schedule 1.
- 6.5 Clause 1.1 does not apply to the Disposal of an RFR Property which:
- 6.5.1 immediately before the Disposal is held by the Crown for a public work (as defined in the Public Works Act 1981); and
- 6.5.2 after the Disposal will be held or used for the purpose or activity which, immediately before the Disposal, constituted the public work,
- if the person to whom the RFR Property is Disposed of takes the RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the Governance Entity in the form set out in schedule 2.
- 6.6 A local authority, or a person, to whom an RFR Property is being Disposed of under clauses 3, 5 or 6.1 is not required to enter into a deed under clauses 6.4 or 6.5.

Governance Entity to consent

- 6.7 The Governance Entity must sign a deed in the form set out in schedule 1 or schedule 2 if:
- 6.7.1 that deed is provided to it for signature; and
- 6.7.2 clause 6.2, 6.4 or 6.5 (as the case may be) applies.

Disposal of or by Crown Body

- 6.8 Nothing in this Deed:
- 6.8.1 affects or limits the right of the Crown or a Crown Body to sell or dispose of a Crown Body; or
- 6.8.2 requires an offer to the Governance Entity in respect of such sale or disposal before that Crown Body is sold or disposed of.

7 NOTICE OF CERTAIN DISPOSALS

- 7.1 The Crown must give the Governance Entity notice of the disposal of an RFR Property by the landowner to a person other than the Governance Entity.
- 7.2 The notice must be given at least 20 Business Days before the disposal.
- 7.3 The notice must:
- 7.3.1 include a legal description of the RFR Property, including any encumbrances affecting it; and

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

7.3.2 include a street address for the RFR Property (if applicable); and

7.3.3 identify the person to whom the RFR Property is being disposed of; and

7.3.4 explain how the disposal complies with clause 5 or clause 6; and

7.3.5 include a copy of any written contract for the disposal.

8 TIME LIMITS

8.1 Time is of the essence for the time limits on the Crown and the Governance Entity under this Deed.

8.2 The Crown and the Governance Entity may agree in writing to an extension of a time limit.

9 TERM OF RIGHT OF FIRST REFUSAL

Term of RFR

9.1 The obligations of the Crown set out in this Deed begin on the Settlement Date (even if the Governance Entity signs this Deed after that date) and end 50 years after the Settlement Date.

RFR ends on Disposal which complies with this Deed

9.2 The obligations of the Crown under this Deed end in respect of each RFR Property if:

9.2.1 an RFR Property Contract is constituted between the Crown and the Governance Entity in relation to that property; or

9.2.2 the Crown transfers the estate in fee simple of the RFR Property to a third party in accordance with this Deed.

10 DISPOSAL OF MORE THAN ONE PROPERTY

10.1 An offer made by the Crown under clause 1.1 may be in respect of more than one RFR Property, but this Deed applies to that offer as if all the RFR Properties included in the offer were a single RFR Property.

11 NOTICES

11.1 The provisions of this clause apply to Notices under this Deed:

Notices to be signed

11.1.1 the Party giving a Notice must sign it;

Notice to be in writing

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

11.1.2 a Notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

Addresses for notice

11.1.3 until any other address or facsimile number of a Party is given by Notice to the other Party, they are as follows:

The Crown

The Solicitor-General
Crown Law Office
Level 10
Unisys House
56 The Terrace
(PO Box 2858)
WELLINGTON

Governance Entity

The Chairperson
Te Runanga o Ngāti Manawa
P.O. Box 116
MURUPARA

Facsimile No: 04 473-3482;

Delivery

11.1.4 delivery of a Notice may be made:

- (a) by hand;
- (b) by post with pre-paid postage; or
- (c) by facsimile;

Timing of delivery

11.1.5 a Notice delivered:

- (a) by hand will be treated as having been received at the time of delivery;
- (b) by pre-paid post will be treated as having been received on the second day after posting; or
- (c) by facsimile will be treated as having been received on the day of transmission; and

Deemed date of delivery

11.1.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 11.1.5) be treated as having been received on the next Business Day.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

12 AMENDMENT

12.1 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, the Governance Entity and the Crown.

13 NO ASSIGNMENT

13.1 The Governance Entity may not assign its rights or obligations under this Deed.

14 DEFINITIONS AND INTERPRETATION

Definitions

14.1 In this Deed, unless the context requires otherwise:

Business Day means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and
- (c) the day observed as the anniversary of the provinces of Wellington and Auckland;

Control, for the purposes of subclause (c) of the definition of Crown Body, means:

- (a) in relation to a company, control of the composition of the board of directors of the company; and
- (b) in relation to any other body, control of the composition of the group that would be the board of directors if the body was a company;

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

Crown Body means:

- (a) a Crown entity (as defined in section 7(1) of the Crown Entities Act 2004) and includes the New Zealand Railways Corporation;
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986);
- (c) a company or body which is wholly-owned or Controlled by:
 - (i) the Crown, a Crown entity or a State enterprise; or
 - (ii) a combination of the Crown, a Crown entity, Crown entities, a State enterprise or State enterprises; and

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

- (d) a subsidiary of, or related company to, a company or body referred to in paragraph (c) of this definition;

Deed means this Deed giving a right of first refusal over RFR Properties;

Deed of Settlement means the Deed of Settlement referred to in clause A of the Background to this Deed;

Dispose:

- (a) means to:

- (i) transfer or vest the fee simple estate in the land; or
- (ii) grant a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), for 50 years or longer; but

- (b) to avoid doubt, does not include to:

- (i) mortgage, or give a security interest in, the land; or
- (ii) grant an easement over the land; or
- (iii) consent to an assignment of a lease, or to a sub-lease, of the land; or
- (iv) remove an improvement, fixture or fitting from the land;

Expiry Date means, in respect of an RFR Notice, the date one calendar month after the RFR Notice is received by the Governance Entity;

Nominated Transferee has the meaning set out in clause 2.2.2;

Notice means a notice or other communication given under clause 11 and "Notify" has a corresponding meaning;

Party means the Governance Entity or the Crown;

RFR Notice means a written notice to the Governance Entity which offers to Dispose of the RFR Property to the Governance Entity at the price and on the terms and conditions set out in that notice;

RFR Property means each of the properties listed in Schedule 3;

RFR Property Contract has the meaning set out in clause 2.1; and

Settlement Date has the same meaning as under the Deed of Settlement and is *[insert date]*.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

Interpretation

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

- 14.2.1 terms or expressions that are not defined in this Deed but are defined in the Deed of Settlement have the meaning in this Deed that they have in the Deed of Settlement;
- 14.2.2 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- 14.2.3 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;
- 14.2.4 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- 14.2.5 the singular includes the plural and vice versa;
- 14.2.6 words importing one gender include the other genders;
- 14.2.7 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;
- 14.2.8 a reference to a document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
- 14.2.9 a reference to a schedule is a schedule to this Deed;
- 14.2.10 a reference to a monetary amount is to New Zealand currency;
- 14.2.11 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 14.2.12 a reference to a person includes a corporation sole and a body of persons, whether corporate or unincorporate;
- 14.2.13 a reference to a date on which something must be done includes any other date which may be agreed in writing between the Governance Entity and the Crown;
- 14.2.14 where something must be done by or on a date that is not a Business Day, that thing must be done by or on the next Business Day after that day; and
- 14.2.15 a reference to time is to New Zealand time.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

SIGNED as a deed on []

[Insert signing provisions for the Governance Entity]

WITNESS

Name:

Occupation:

Address:

[Handwritten signature]

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

SIGNED for and on behalf of **HER MAJESTY THE QUEEN** in right of New Zealand by the Minister [for Treaty of Waitangi Negotiations] in the presence of:

WITNESS

Name:

Occupation:

Address:

Handwritten signature

SCHEDULE 1

(Clauses 6.2 and 6.4 of this Deed)

DEED OF COVENANT

THIS DEED is made

BETWEEN

[Insert the name of, or, in the case of a trust, other appropriate details about, the Governance Entity] (the "Governance Entity")

AND

[Insert the name of the person who is Disposing of the property under clauses 6.2 or 6.4] (the "Current Owner")

AND

[Insert the name of the Crown Body or the local authority to which the property is being Disposed of under clauses 6.2 or 6.4] (the "New Owner")

BACKGROUND

- A. The Current Owner intends to Dispose of the property described in the schedule to this Deed (the "**Property**") to the New Owner.
- B. The Property is subject to a deed giving a right of first refusal dated [] between the Crown and the Governance Entity (the "**Principal Deed**").
- C. Under clause [6.2] [6.4] *[delete the inapplicable clause]* of the Principal Deed, the Current Owner must, before Disposing of the Property to the New Owner, obtain a deed in this form from the New Owner in favour of the Governance Entity ensuring that the New Owner takes the Property subject to the Principal Deed. This Deed is entered into to give effect to the Current Owner's obligation.

IT IS AGREED as follows:

1 TRANSFER BY CURRENT OWNER

- 1.1 The Current Owner transfers to the New Owner (with effect from the Transfer Date) all its rights and obligations (being the rights and obligations of the Crown) under the Principal Deed in so far as they relate to the Property.

2 ACCEPTANCE BY NEW OWNER

- 2.1 The New Owner, for the benefit of the Current Owner and the Governance Entity, accepts the Transfer.

3 CONSENT AND RELEASE BY THE GOVERNANCE ENTITY

- 3.1 The Governance Entity consents to the Transfer and releases the Current Owner (with effect from the Transfer Date) from all of its obligations under the Principal Deed in so far as they relate to the Property.

4 CERTAIN DISPOSALS BY NEW OWNER NOT AFFECTED

- 4.1 Nothing in this Deed affects or limits:

4.1.1 where the New Owner is a Crown Body the ability of the New Owner to Dispose of the Property to another Crown Body or Crown Bodies, or back to the Crown, subject in the case of a Disposal to a Crown Body to it entering into a Deed in the form set out in Schedule 1 to the Principal Deed (with appropriate amendments) except where clauses 3, 5 or 6.1 of the Principal Deed apply; or

4.1.2 where the New Owner is a local authority, as transferee of the Property in accordance with clause 6.4, the ability of the New Owner to Dispose of that Property back to the Crown.

5 DEFINITIONS AND INTERPRETATION

Defined Terms

- 5.1 In this Deed, unless the context requires otherwise:

Principal Deed has the meaning set out in clause B of the Background to this Deed;

Property has the meaning set out in clause A of the Background to this Deed;

Transfer means the transfer described in clause 1; and

Transfer Date means the date on which the Current Owner Disposes of the Property to the New Owner.

- 5.2 Terms or expressions that are not defined in this Deed, but are defined in the Principal Deed, have the same meanings in this Deed.

Interpretation

- 5.3 The rules of interpretation set out in clause 14.2 of the Principal Deed also apply to the interpretation of this Deed.

Handwritten signature

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

SIGNED as a deed on []

[Insert signing provisions for the Governance Entity, the New Owner and the Current Owner]

SCHEDULE 2

(Clause 6.5 of this Deed)

DEED OF COVENANT

THIS DEED is made

BETWEEN

[Insert the name of, or, in the case of a trust, other appropriate details about, the Governance Entity] (the "Governance Entity")

AND

[Insert the name of the person who is Disposing of the property under clause 6.5] (the "Current Owner")

AND

[Insert the name of the person to whom the property is being Disposed of under clause 6.5] (the "New Owner")

BACKGROUND

- A. The Current Owner intends to Dispose of the property described in the schedule to this Deed (the "**Property**") to the New Owner.
- B. The Property is subject to a deed giving a right of first refusal dated [] between the Crown and the Governance Entity (the "**Principal Deed**").
- C. Under clause 6.5 of the Principal Deed, the Current Owner must, before Disposing of the Property to the New Owner, obtain a deed in this form from the New Owner in favour of the Governance Entity ensuring that the New Owner takes the Property subject to the Principal Deed. This Deed is entered into to give effect to the Current Owner's obligation.

IT IS AGREED as follows:

1 TRANSFER BY CURRENT OWNER

- 1.1 The Current Owner transfers to the New Owner (with effect from the Transfer Date) all its rights and obligations (being the rights and obligations of the Crown) under the Principal Deed in so far as they relate to the Property.

2 ACCEPTANCE BY NEW OWNER

- 2.1 The New Owner, for the benefit of the Current Owner and the Governance Entity, accepts the Transfer.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

3 CONSENT AND RELEASE BY GOVERNANCE ENTITY

- 3.1 The Governance Entity consents to the Transfer and releases the Current Owner (with effect from the Transfer Date) from all of its obligations under the Principal Deed in so far as they relate to the Property.

4 OBLIGATION TO MAKE OFFER

Request by the Governance Entity

- 4.1 The Governance Entity may give written notice to the New Owner requesting the New Owner to give an RFR Notice under clause 1.1 of the Principal Deed.

RFR Notice to be given if Property no longer required

- 4.2 The New Owner must give an RFR Notice under clause 1.1 of the Principal Deed if, on the date of receipt by the New Owner of a notice under clause 4.1, the Property is no longer being held or used for the purpose or activity which, immediately before the Disposal to the New Owner, constituted the public work referred to in clause 6.5 of the Principal Deed.
- 4.3 Clause 1.2 of the Principal Deed does not apply to a notice under clause 4.1.

Frequency of requests

- 4.4 A notice under clause 4.1 may not be given within 3 years of:

4.4.1 the Transfer Date; or

4.4.2 the date of receipt by the New Owner of the last notice under clause 4.1.

5 DEFINITIONS AND INTERPRETATION

Defined Terms

- 5.1 In this Deed, unless the context requires otherwise:

Principal Deed has the meaning set out in clause B of the Background to this Deed;

Property has the meaning set out in clause A of the Background to this Deed;

Transfer means the transfer described in clause 1; and

Transfer Date means the date on which the Current Owner Disposes of the Property to the New Owner.

- 5.2 Terms or expressions that are not defined in this Deed, but are defined in the Principal Deed, have the same meanings in this Deed.

NGĀTI MANAWA DEED OF SETTLEMENT: SCHEDULE

Interpretation

5.3 The rules of interpretation set out in clause 14.2 of the Principal Deed also apply to the interpretation of this Deed.

SIGNED as a deed on []

[Insert signing provisions for the Governance Entity, the New Owner and the Current Owner]

SCHEDULE 3

(Clause 14 of this Deed)

RFR PROPERTY

Right of First Refusal Property

South Auckland Land District

Agency	Site	Legal Description
New Zealand Police	Police House, Murupara	0.0814 hectares, more or less, being Lot 3 DPS 9398. Part GN. S.313915.

Handwritten signature

PART 15

**DEFERRED SELECTION
PROPERTIES - DESCRIPTION**

Handwritten signature/initials

15. DEFERRED SELECTION PROPERTIES - DESCRIPTION

(Clause 7.6)

(Overleaf)

Commercial Redress Properties: Deferred Selected Properties

All South Auckland Land District

Land Holding Agency	Location	Legal Description	Leaseback Property	Joint or Independent Valuations
Ministry of Justice Office of Treaty Settlements	10A Nikau Street, Murupara	A half share in the fee simple estate of 830 square metres, more or less, being Section 135 Block XIII Galatea Survey District and a leasehold estate in Flat 2, Carport 2 and Shed 2 DPS 69542 All Composite Computer Freehold Register SA56B/481.	No	Joint
Ministry of Justice Office of Treaty Settlements	Kopuriki Road, Murupara	1.7550 hectares, more or less, being Lot 1 DPS 62276. All Computer Freehold Register SA50D/324 (Land only, improvements owned by lessee)	No	Joint
Ministry of Justice Office of Treaty Settlements	7 Kowhai Avenue, Murupara	0.0696 hectares, more or less, being Lot 59 DPS 9398. All Transfer 6972174.2.	No	Joint
Ministry of Justice Office of Treaty Settlements	7 Ngaio Place, Murupara	0.0739 hectares, more or less, being Section 110 Block XIII Galatea Survey District. All Computer Freehold Register 148069	No	Joint
New Zealand Police	Murupara Police Station site, Murupara	0.0696 hectares, more or less, being Lot 120 DPS 9398. Part GN S.313915. 0.0990 hectares, more or less, being Lot 146 DPS 4889 and Sections 243 and 244 Block XIII Galatea Survey District. All GN B.461317.1. 0.0005 hectares, more or less, being Lot 123 DPS 9398. All GN B.461317.2	Yes	Joint
LINZ (ID 16475)	120A Mangamate Road, Galatea	0.0812 hectares, approximately, being Part Section 11 Block IX Galatea Survey District. Part Transfer 252283. Subject to survey	No	Joint
LINZ (ID 15836)	176 Ngātimanawa Road, Murupara	0.1829 hectares, approximately, being Part Whirinaki No 1 Section 2C. Part <i>Gazette</i> 1958 page 1411. Subject to survey	No	Joint
LINZ (ID 16283)	4789A Galatea Road, Galatea	5 hectares, approximately, being Parts Sections 77 and Part Section 78 Galatea Settlement. Subject to survey	No	Joint
LINZ (ID 16938)	Bonisch Road, Rerewhakaaitu	0.4477 hectares, approximately, being Part Run 54. SO 38812. Subject to survey.	No	Joint

Handwritten signature/initials

PART 16

LEASE OF MURUPARA POLICE STATION SITE

16. LEASE OF MURUPARA POLICE STATION SITE

(Clause 7.13)

[NGĀTI MANAWA GOVERNANCE ENTITY]

HER MAJESTY THE QUEEN

acting by and through the
COMMISSIONER OF POLICE

MEMORANDUM OF LEASE

MEMORANDUM OF LEASE

DATE:

PARTIES:

- (1) **[Ngati Manawa governance entity]** (Lessor)
- (2) **HER MAJESTY THE QUEEN** acting by and through the **COMMISSIONER OF POLICE** (Lessee)

THE LESSOR DOES HEREBY LEASE TO THE LESSEE and THE LESSEE DOES TAKE ON LEASE the Land for the term and at the rental set out in the Reference Schedule and subject to the covenants, conditions, agreements and restrictions set out in this Lease which comprises the Schedule of Terms, the Reference Schedule and the Schedule of Land.

IN WITNESS WHEREOF these presents have been executed this _____ day of _____ 20__

Signed for and on behalf of _____)
Ngati Manawa governance entity _____)
 in the presence of: _____)

Signed for and on behalf of _____)
HER MAJESTY THE QUEEN _____)
 acting by and through the _____)
COMMISSIONER OF POLICE by _____)

authorised agent of the Commissioner _____)
 of Police, on behalf of the _____)
 Commissioner of Police _____)
 in the presence of _____)

THE REFERENCE SCHEDULE

ITEM 1: LESSOR PARTICULARS:

Name: Te Runanga o Ngāti Manawa

Address: P.O. Box 116
MURUPARA 3025

Fax: Fax and telephone to insert

Contact person: Secretary

ITEM 2: LESSEE PARTICULARS:

Name: Her Majesty the Queen acting by and through the Commissioner of Police

Address: New Zealand Police, National Property Office, P O Box 3017,
Wellington

Fax: (04) 498 7415 Telephone: (04) 474 9473

Contact person: National Property Manager

ITEM 3: LAND:

ITEM 4: TERM:

Twenty (20) years

ITEM 5: DATE OF COMMENCEMENT:

[]

ITEM 6: FURTHER TERMS:

Perpetual rights of renewal of twenty (20) years each subject to clause 13.1(e)

ITEM 7: RENEWAL DATES:

[] and every twentieth (20th) anniversary date thereafter

ITEM 8: ANNUAL RENT:

\$() plus GST

ITEM 9: RENT COMMENCEMENT DATE:

[]

ITEM 10: REVIEW DATES:

Five yearly from the Commencement Date of this Lease.

ITEM 11: PERMITTED USE:

For Police purposes and any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land.

Handwritten signature

THE SCHEDULE OF TERMS

1 INTERPRETATION

1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:

- (a) Words importing any gender shall include all other genders.
- (b) Words importing the singular shall include the plural and vice versa.
- (c) Payments shall be made in the lawful currency of New Zealand.
- (d) Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.
- (e) References to schedules are references to schedules in this Lease and clauses are references to clauses in this Schedule of Terms and references to parties are references to the parties to this Lease and their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) unless expressly stated otherwise.
- (f) Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
- (g) A "person" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust or a Crown entity as defined in Section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise in each case whether or not having separate legal personality.
- (h) "writing" shall include words visibly represented or reproduced.
- (i) No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition, or duty of the Lessee will be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach of the Lessee will be implied from the Lessor's failure to exercise the Lessor's rights or any of them in respect of that breach.
- (j) Nothing contained in this Lease shall be deemed or construed or constitute any party, a partner, agent or representative of the other party or be deemed to create any trust, commercial partnership or joint venture.
- (k) The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.
- (l) The parties acknowledge and agree that certain covenants set out in this Lease (in particular provisions relating to the treatment of Improvements on termination or sooner determination of this Lease) shall continue beyond determination of this Lease for the benefit of the parties notwithstanding such determination.
- (m) This Lease shall be construed and take effect in accordance with the laws of New Zealand.
- (n) Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.

- (o) Any reference in this Lease to "month" or "monthly" shall mean respectively calendar month and calendar monthly.
- (p) "Authority" means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and any Improvements.
- (q) "Business days" means any day other than a Saturday or Sunday or statutory or anniversary holiday.
- (r) "Date of Commencement" means the date specified in Item 5 of the Reference Schedule.
- (s) "Government Agency" includes any department or instrument of the Executive Government of New Zealand; and, includes:
 - (i) a body corporate or corporation sole (whether called a corporation sole), commission, council, board, authority, or by any name) that has been established or constituted by a public Act of Parliament and that is named in that Act;
 - (ii) a body corporate or organisation that is controlled wholly by the Crown or by any such Department, instrument, corporate, corporation sole, or organisation;
 - (iii) a Crown Entity within the meaning of the Crown Entities Act 2004 or as otherwise established or constituted by an Act of Parliament;
 - (iv) a State enterprise within the meaning of the State-Owned Enterprises Act 1985;
- (t) "Improvements" means all Improvements excluding Lessor's Improvements whether constructed or installed on the Land before or at any time during the term of this Lease (including any renewal or variation extending the term of this Lease), including any building, structure or other improvements on or fixed to the Land and any concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, signage, fixtures and fittings.
- (u) "The Land" means that land described in the Schedule of Land excluding the Improvements.
- (v) The expression "Lessor" and "Lessee" includes their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) and where the context permits the Lessee includes the Lessee's Sublessees and other lawful occupiers of the Land and the Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee).
- (w) "Lessor's Improvements" means work done or material used on or for the benefit of the Land (whether before or during the term of this Lease including any renewal or variation extending the term of this Lease) in:
 - (i) the draining, excavation, filling, or reclamation of the Land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling or reclamation; or
 - (ii) the grading or levelling of the Land or the removal of rocks, stone, sand, or soil therefrom; or

Handwritten signature

- (iii) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
 - (iv) the alteration of soil fertility or of the structure of the soil; or
 - (v) the arresting or elimination of erosion or flooding.
- (x) "Reference Schedule" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.
 - (y) "Regional Plan" and "District Plan" shall have ascribed to them the definitions set out in section 2 of the Resource Management Act 1991 and "Regional and District Plans" shall be construed accordingly and shall extend to include any successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.
 - (z) "Rent Commencement Date" means the date specified in Item 9 of the Reference Schedule.
 - (aa) "Schedule of Land" means the schedule described as such and forming part of this Lease.
 - (bb) "Schedule of Terms" means this schedule described as such and forming part of this Lease.

2 TERM

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

3 RIGHT OF RENEWAL OF LEASE

- 3.1 The Lessee not being at that time in breach of any material provision of this Lease shall on or prior to the end of the initial term or any subsequent term of this Lease, be entitled to a renewal of this Lease for the further term specified in the Reference Schedule from the date of expiry of the initial term or any subsequent term as follows:
 - (a) the Annual Rent will be agreed upon or failing agreement will be determined in accordance with clause 5 as though the commencement date of the renewed term were a Rent Review Date; and
 - (b) the renewed lease will otherwise be on and subject to the covenants and agreements expressed or implied in this Lease including this covenant for renewal.
- 3.2 The Lessee shall give to the Lessor notice of the Lessee's renewal of this Lease no later than 12 months prior to the expiry of the initial term or any subsequent term, time being of the essence.

4 RENT

- 4.1 The Lessee shall pay the annual rent specified in Item 8 of the Reference Schedule from the Rent Commencement Date until the rent is varied under Clause 5 at which time the Lessee will pay rent at the varied rate.

Handwritten signature

- 4.2 Rent shall be paid on the first day of each month by equal monthly payments in advance with broken period payments due on a proportionate basis for any broken period at the Rent Commencement Date and on expiry of the Lease term.
- 4.3 All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.

5 RENT REVIEW PROVISIONS

- 5.1 In this clause "Initiating Party" means the party that gives the Notice defined in Clause 5.2 and "Recipient" means the party that receives that Notice.
- 5.2 The annual rent may be reviewed by the Lessor or by the Lessee on the dates specified in Item 10 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 10 of the Reference Schedule (each of such dates being called the "review date") either party may give notice in writing to the other ("the Notice") of that party's assessment of the annual rent of the Land to apply from that particular review date.
- 5.3 The annual rent of the Land shall be assessed on the basis of current market rental of the Land as determined as at the review date. In determining the annual rent of the Land the valuers and any umpire shall, in addition to other relevant factors:
- (a) Disregard:
 - (i) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
 - (ii) the value of any goodwill attributable to the Lessee's business; and
 - (iii) all Improvements made to the Land.
 - (b) Have regard to:
 - (i) the Lessor's Improvements; and
 - (ii) the permitted use under this Lease; and
 - (iii) Regional and District Plans.
- 5.4 In the event that the Recipient does not agree with the Initiating Party's assessment of the annual rent of the Land to apply from the particular review date, the Recipient shall notify the Initiating Party in writing ("the Counter Notice") within twenty-one (21) days (in which respect time shall be of the essence) that the Recipient requires such rent to be determined in accordance with Clause 5.7 and the Recipient shall set out in the Counter Notice the amount which the Recipient considers to be the annual rent as at the particular review date.
- 5.5 Unless such notice is given by the Recipient within twenty-one (21) days, then the amount stated in the Notice shall become the annual rent of the Land reserved by this Lease as and from the particular review date in substitution of the previous amount payable.
- 5.6 Neither party shall by reason of its failure to give the Notice prior to any review date forfeit its right to have the annual rent reviewed as from that particular review date and the reviewed annual rent which should have been paid from that particular review date shall date back to and be payable from that particular review date and any payment of or receipt

for the payment of ground rent due on or after a particular review date shall not prejudice either party's right to demand repayment or payment thereafter of any additional annual rent overpaid or payable pursuant to the provisions of Clause 5.11(e).

5.7 Where the Counter Notice is given, the Lessor and Lessee shall enter into negotiations to resolve the dispute. Should agreement not be reached within fourteen (14) days (or such longer period as the Lessor and Lessee shall agree upon in writing) after the date on which the Recipient gives the Counter Notice then:

- (a) the Lessor and Lessee shall, within twenty-one (21) days after the date on which the Recipient gives the Counter Notice, each appoint a valuer to jointly determine the ground rent of the Land. A valuer nominated by either party pursuant to this Clause shall be a full registered member of the New Zealand Institute of Valuers and shall be competent to practice as a valuer of ground leases and shall have at least five (5) years experience in valuing ground leases within the district in which the Land is situated and be active in the market at the time of his or her appointment.
- (b) if either the Lessor or the Lessee fails to appoint a valuer within twenty-one (21) days as aforesaid, then the determination of the annual rent shall be made by the sole valuer as nominated by either the Lessor or Lessee as the case may be, within one (1) month of the expiry of the twenty-one (21) days as aforesaid and his or her determination shall be final and binding on both parties as if his or her appointment had been by consent.
- (c) before proceeding with their determination, the said valuers shall agree upon and appoint an umpire (also qualified in the manner referred to in Clause 5.7(a)) and obtain the umpire's acceptance in writing of his or her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within one month of being instructed to proceed or such other time period as the Lessor and Lessee may agree, whichever is the latest.
- (d) if the said valuers within fourteen (14) days of the date of their appointment either fail to appoint an umpire or are unable to agree upon an umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such Institute to appoint an umpire (also qualified in the manner aforesaid) and obtain the umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance undertakes to hand down his or her determination of the annual rent in the same manner as if he or she had been appointed pursuant to Clause 5.7(a).
- (e) subject to Clauses 5.7(b), 5.7(c) and 5.7(d) the valuers so nominated shall within one (1) month of the date of appointment jointly determine the annual rent as at that particular review date.
- (f) in the event that either valuer fails to provide to the other valuer his or her written assessment of the annual rent within one month of the date of appointment, then the annual rent shall be determined by the other valuer and his or her determination shall be final and binding on both parties.
- (g) if the said valuers are unable to agree upon a determination within one month of their appointment or within such extended time as the Lessor and Lessee may agree, then the annual rent shall be determined by the umpire whose determination shall be final and binding on the parties. The umpire shall without limiting his or her enquiries and conduct of any hearing:
 - (i) arrange for a hearing to be conducted without delay;

- (ii) call for evidence in chief to be presented on behalf of each party to be circulated prior to a hearing;
 - (iii) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;
 - (iv) have due regard to any evidence submitted by the valuers as to their assessment of the annual rent;
 - (v) take into account any expert witness evidence considered relevant to the hearing;
 - (vi) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties;
 - (vii) give in his or her determination the reasons therefor in writing.
- (h) the costs incurred in the determination pursuant to Clause 5.7 of the annual rent shall be borne by the parties in the following manner:
- (i) subject to Clause 5.7(h)(ii) each party shall be responsible for the cost of its own appointed valuer;
 - (ii) where the determination is made by a single valuer pursuant to Clause 5.7(b) the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;
 - (iii) the parties shall share equally the costs of the umpire unless any party has acted capriciously or unreasonably in any of the proceedings pursuant to the provisions of this Clause 5.7 in which case the umpire may determine the manner in which such costs shall be apportioned between the parties PROVIDED THAT in all cases if the annual rent to apply from the review date is:
 - (A) equal to or exceeding the annual rent nominated in the notice given by the Lessor (whether the Notice or the Counter Notice) then all costs of the valuers and the umpire (where applicable) shall be borne by the Lessee alone, or
 - (B) equal to or less than the annual rent nominated in the notice given by the Lessee (whether the Notice or the Counter Notice) then all costs of valuers and the umpire (where applicable) will be borne by the Lessor alone;
 - (C) other than the foregoing then all costs of valuers and the umpire (where applicable) will be borne equally by the Lessor and the Lessee.

5.8 The valuers or umpire shall be deemed to be acting as experts and not as arbitrators.

5.9 Any variation in the annual rent resulting from such determination shall take effect on and from that particular review date.

5.10 The annual rent so determined or accepted:

- (a) shall not, in the case of a rent review during the initial term of this Lease, be less than the Annual Rental payable as at the Commencement Date, or in the case of a

Handwritten signature/initials

rent review during any subsequent term, be less than the Annual Rental payment at the commencement of such subsequent term; and

(b) shall be the Annual Rental from the Rent Review Date or the date of the initiated notice, if such notice is given later than 12 months after the Rent Review Date.

5.11 Pending the determination of the Annual Rent, the Lessee if it is the Crown or a Government Agency shall from the relevant review date on the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant review date, until the determination of the current market rent of the Land, pay an interim annual rent ("Interim Rent") equivalent to that immediately prior to the review date, however if the Lessee is not the Crown or a Government Agency it will pay the Interim Rent as follows:

(a) if both parties supply a registered valuer's certificate substantiating the current market rent of the Land proposed by each party, the Interim Rent shall be based on the average of the two rents proposed by the parties; or

(b) if only one party supplies a registered valuer's certificate substantiating the current market rent of the Land proposed, the Interim Rent shall be based on the current market rent of the Land substantiated in that certificate; or

(c) if no registered valuer's certificates are supplied, the Interim Rent payable shall be the rent payable immediately prior to the relevant Rent Review Date; and

(d) on completion of the review, any increased annual rent payable as from the review date shall be paid by the Lessee to the Lessor no later than the date on which the next installment of annual rent is payable hereunder;

(e) on completion of the review, any overpayment of annual rent paid as from the review date shall be held by the Lessor to the Lessee's credit on account of annual rent next falling due for payment unless the Lessee requests the Lessor in writing to refund such payment in which case the Lessor will comply with that request.

6 CHARGES

6.1 The Lessee will pay all charges incurred by the Lessee for electricity, gas, water or power or other services in respect of the Land and Improvements including all connection, disconnection, or other fees payable by the Lessee or the Lessor to other authorities in respect of such services.

7 PAYMENT OF RATES AND IMPOSITIONS

7.1 The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Improvements or on the Lessor or Lessee in respect thereof by any Authority.

8 GOODS AND SERVICES TAX

8.1 The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act

1985 or any similar tax levied in substitution therefor including all amendments and any enactments in substitution therefor or in addition thereto or otherwise in respect of any payments made by the Lessee under this Lease (including the payment of annual rent) or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

9 INTEREST ON OVERDUE RENT OR OTHER MONEYS

- 9.1 Without prejudice to other rights powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount owing by the Lessee to the Lessor whatsoever pursuant to this Lease shall be in arrears and unpaid for fifteen (15) business days after the due day for payment thereof (whether any formal or legal demand therefor shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate being 1 % above the average 90 day bank bill buy rate (described as the BID rate) at 10.45am on the date the payment was due as shown on page BKBM (or its successor page) on the Reuters screen or at a rate based on any successor screen or if there is none at a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default and the said interest shall be recoverable in the same manner as rent in arrears.

10 USE OF THE LAND AND IMPROVEMENTS

- 10.1 The Lessee shall be permitted the right to carry on the business specified in Item 11 of the Reference Schedule.
- 10.2 Should any of the uses of the Land and any Improvements be permissible only with the consent or licence of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or licence at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions required and the Lessee shall at all times comply with any conditions of such consent, order or authority obtained.
- 10.3 Where the Lessee being the Crown or a Government Agency is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or other consents from any Authority such as required under section 348 of the Local Government Act 1974, the Lessor agrees that it and any officer, or employee or agent of the Lessor shall not raise any objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.
- 10.4 However where the Lessee is not the Crown or a Government Agency, the Lessor may raise such objections or requisitions as it deems necessary as landowner of the Land provided such objection or requisition is not unreasonable or unfair.

11 NO FENCING

- 11.1 The Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land and any land owned or occupied by the Lessor but nothing herein

contained shall be deemed to limit any liability imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

12 STATUTORY REQUIREMENTS

12.1 The Lessee must comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:

- (a) ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;
- (b) comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land and the requirements imposed and otherwise arising under the Resource Management Act 1991; and
- (c) ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety in Employment Act 1992.

12.2 The Lessee shall not, during the term of this Lease:

- (a) make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;
- (b) suffer insolvency, bankruptcy or liquidation;
- (c) suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this subclause 12.2(c) shall have no application or effect whilst Her Majesty the Queen Acting By and Through the Commissioner of Police is the Lessee hereunder.

13 ASSIGNMENT OR SUBLETTING

13.1 Subject to clauses 13.3 and 13.4, the Lessee must not assign, sublet or otherwise part with the possession of the Land or any part of the Land without first obtaining the written consent of the Lessor which the Lessor will give if the following conditions are fulfilled:

- (a) The Lessee proves to the satisfaction of the Lessor that the proposed assignee is (or in the case of a company the shareholders of the company of the proposed assignee are) respectable, responsible and has the financial resources to meet the commitments under any lease.
- (b) All rent and other moneys payable under this Lease have been paid and there is no subsisting (in the case of a Government Agency a material, willful and deliberate) breach of any of the Lessee's covenants.
- (c) The Lessee pays the proper costs and disbursements in respect of the approval or preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable enquiries made by or on behalf of the Lessor concerning any proposed assignee.

- (d) The Lessee will, at the Lessee's own expense, procure the execution by an assignee of a deed of covenant with the Lessor that the assignee will, at all times pay the rent at the times and in the manner provided in this Lease and will observe and perform all the covenants and conditions contained in this Lease.
 - (e) Where the assignee is a party which is not the Crown or a Government Agency, the Lessee will, at the Lessee's own expense, procure the execution by the assignee of a variation of this Lease whereby the Lease will cease to be perpetually renewable and the number of further terms will be reduced to five (of 20 years each) so that the Lease will have a final expiry date (if all rights of renewal are exercised) at the date of the expiration of a period of 100 years following this expiration of the term of the Lease during which the Assignment is effected.
 - (f) Where the assignee is a company, the Lessor may require the deed of covenant referred to in paragraph (d) above to be executed by that company and also by such other directors and/or shareholders of that company as the Lessor reasonably requires, as joint and several guarantors, upon the terms set out in the then current edition of the Auckland District Law Society form of Standard Lease for Commercial Premises or if such lease is no longer published, then upon such terms as are commonly used in leases of commercial premises.
- 13.2 For the purposes of clause 13.1 any change in the shareholding of the Lessee (where the Lessee not being a Government Agency is a company which is not listed on the main board of a public stock exchange) or any amalgamation under section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be a deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in clauses 13.3 and 13.4.
- 13.3 If, by any statutory provision or regulation enacted during the Term of this Lease, the Lessee is obliged to transfer or assign management of the Land or any aspect of such management to a third party, the provisions of clause 13.1 will not apply to such a transfer or assignment and the Lessee will be entitled to transfer or assign its interest as Lessee under this Lease, or any aspect of management of the Land, to such a third party without further reference to the Lessor, who will be deemed to have approved such a transfer or assignment and will immediately sign any document necessary to give effect to such a transfer or assignment, if so requested by the Lessee.
- 13.4 PROVIDED ALWAYS, notwithstanding clause 13.1, the Lessee may at any time and from time to time:
- (a) transfer or assign its interest as Lessee under this Lease, or grant a sublease or licence of the whole or any part(s) of the Land, to any Government Agency; and/or
 - (b) grant a sublease or licence of the whole or any part(s) of the Land to any other person,
- in either case without further reference to the Lessor, who will be deemed to have approved such a transfer, assignment or sublease and will immediately sign any document necessary to give effect to such a transfer, assignment or sublease, if so requested by the Lessee.
- 13.5 Where the Lessee grants a sublease or licence of the whole or any part(s) of the Land to any other person, the Lessee will not permit any sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.

13.6 Notwithstanding any rule of law or anything expressed or implied in this Lease to the contrary, where a Government Agency is Lessee, assigns its interest in this Lease under the provisions of this clause 13, all the liabilities of the Government Agency as Lessee expressed or implied under this Lease, whether contingent or otherwise for the payment of future rents or other money or the future observance or performance of any of the covenants, conditions or agreements on the part of the Lessee shall cease and determine absolutely as from the date of assignment, but without releasing the Lessee from liability for any antecedent breach of this Lease.

14 RIGHT OF FIRST REFUSAL FOR LESSOR IF LESSEE TO ASSIGN

14.1 The following sub-clauses of this clause 14.1 will only apply in the event that the Lessee proposes to assign the Lessee's interests in this Lease to a party which is not the Crown or a Government Agency. The Lessor shall have no right of first refusal in the event of the Lessee wishing to transfer or assign its interest as Lessee under this Lease to the Crown or a Government Agency.

- (a) If at any time before the expiration or earlier termination of the term or any renewed or extended term the Lessee wishes to assign the Lessee's interest in this Lease (including any assignment by way of sale of the Lessee's Improvements) the Lessee must immediately give written notice ("Lessee's Notice") to the Lessor setting out the terms on which the Lessee wishes to assign its interest in the Lease and sell the Lessee's Improvements (together "the Lessee's Interest").
- (b) The Lessor will have 60 Working Days following the date of receipt of the Lessee's Notice (time being of the essence) in which to exercise the Lessor's right to purchase the Lessee's Interest, by serving written notice on the Lessee ("Lessor's Notice") accepting the offer contained in the Lessee's Notice.
- (c) If the Lessor does not serve the Lessor's Notice on the Lessee in accordance with subclause (b) then the Lessee may assign the Lessee's Interest to any other person on no more favourable terms than those previously offered to the Lessor. The provisions of clause 13.1 of this Lease will apply to any such assignment.
- (d) If the Lessee wishes to offer more favourable terms for assignment of the Lessee's Interest than the terms contained in the Lessee's Notice, the Lessee must first re-offer its interest therein to the Lessor on those terms by written notice to the Lessor and clauses 14.1(b), (c), and (d) (inclusive) shall apply. If the re-offer is made within 6 months of the initial Lessee's Notice, the 60 Working Day period for acceptance shall be reduced to 30 Working Days.

15 LESSEE'S ACKNOWLEDGEMENT OF RISK

15.1 The Lessee agrees to occupy and use the Land and any Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Improvements thereon except where the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

16 QUIET ENJOYMENT/REPUDIATION

- 16.1 Provided the Lessee performs and observes the covenants, provisos, conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease. For the avoidance of doubt, the phrase "person or persons claiming under the Lessor" does not include beneficiaries of any trust of which the Lessor is trustee.
- 16.2 The Lessor is to compensate the Lessee and the Lessee shall be entitled to recover any damages for any loss or damage suffered by reason of any acts or omissions of the Lessor constituting a repudiation of the Lease or the Lessor's obligations under the Lease. Such entitlement shall subsist notwithstanding any cancellation or early termination of the Lease and shall be in addition to any other right or remedy which the Lessee may have.
- 16.3 For the avoidance of doubt, in the event of a dispute regarding any aspect of this subclause, the provisions of clauses 23.1-23.4 of this Lease shall apply.

17 REGISTRATION

- 17.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 1952.
- 17.2 The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

18 IMPROVEMENTS DURING LEASE

- 18.1 Throughout the term of this Lease and on any renewal any Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing.
- 18.2 Throughout the term of this Lease and on any renewal the Lessee shall have the right to alter, construct and demolish any Improvements on the Land without the need to obtain the Lessor's consent providing all obligations required of the Lessee under this Lease relevant to Improvements on the Land are satisfied.
- 18.3 If the Lessee elects not to remove Lessee's Improvements on termination of the Lease pursuant to clause 19, the Lessee shall ensure that all Lessee's Improvements that require a Building Warrant of Fitness have a Building Warrant of Fitness that will be valid for no less than 6 months following expiry or earlier termination of this Lease.

19 IMPROVEMENTS ON TERMINATION OF LEASE

- 19.1 The Lessee may at its option remove all or any of the Lessee's Improvements from the Land at any time during the continuance of this Lease, and also during the period of 3 months from the expiration or sooner determination of this Lease. It is acknowledged and agreed by the parties that property in all Lessee's Improvements remains with the Lessee until the expiration of the 3 month period in the absence of any agreement between the parties to the contrary. No prior written consent or any other consent of the Lessor shall be required in respect of any such removal effected by the Lessee. The Lessor further acknowledges that it will be deemed by the provisions of this clause to have granted to the Lessee a Licence to enter the Land for a period of 3 months subsequent to the expiration of this Lease to remove Lessee's Improvements, and the Lessee shall give no less than 12

months notice as to whether it accepts the full 3 months licence period or such lesser period. This provision shall enure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and shall also bind any successor in title to the Lessor subsequent to the expiry of the Lease;

- 19.2 In the event that the Lessee removes its Lessee's Improvements from the Land as aforesaid, it shall make good any damage to the Land and will leave the Land in a neat, tidy and safe condition subsequent to any such removal;
- 19.3 The Lessor shall do nothing to obstruct or otherwise impede the removal of any Lessee's Improvements from the Land at any time prior to the date of expiration or sooner determination of the Lease or within 3 months after such date, notwithstanding any rule of law or equity to the contrary;
- 19.4 The Lessee shall pay a licence fee equal to the rental payable immediately before the determination of the Lease for the 3 month period, or such lesser period as the Lessee requires to remove Lessee's Improvements from the Land;
- 19.5 The provisions of this clause shall not merge upon the expiration or sooner determination of this Lease but shall ensure for the benefit of the party entitled until completely performed;
- 19.6 Subject to subclause (19.7) the Lessee shall not be required by the Lessor to remove any Lessee's Improvements as at the expiration of the term of the Lease or at any time subsequent to such expiration, and all Lessee's Improvements remaining upon the Land at the option of the Lessee after the expiration of the three month period provided in subclause 19.1 shall vest in and become the property of the Lessor. No compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor, and the Lessor shall have no claim upon the Lessee in respect of any such Lessee's Improvements.
- 19.7 If the Lessee is not a Government Agency as at the expiry of the term of this Lease, the Lessee will if required by the Lessor in writing demolish or remove all Lessee's Improvements (or such lesser portion as may be acceptable to the Lessor) from the Land at the expiry of the term without being obliged to pay to the Lessor any compensation for their demolition or removal. Following such demolition or removal the Lessee shall make good any damage to the Land and will leave the Land in a neat, tidy and safe condition.

20 DESTRUCTION AND REDEVELOPMENT

- 20.1 The Lessee shall be entitled to carry out repairs, demolition, relocation, additions, reinstatement or redevelopment to any Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to demolish, relocate, redevelop, replace or add to any Improvements on the Land provided the following conditions are or will be satisfied
 - (a) any repair, demolition, relocation, addition, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and
 - (b) the Lessee is able to obtain all resource and building consents necessary to carry out any works programme;

and upon satisfaction of such conditions the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Improvements or such part of Improvements requiring such work in accordance with the conditions set out above.

21 NOTICES

21.1 All notices must be in writing and must be served by one of the following means:

- (a) in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (i) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
 - (ii) by personal delivery, or by posting by registered or ordinary mail, or by facsimile transmission.

21.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:

- (a) in the case of personal delivery, when received by the addressee at the address detailed in clause 21.3; and
- (b) in the case of posting by registered mail, on the third working day following the date of posting to the addressee at the address detailed in clause 21.3; and
- (c) in the case of facsimile transmission, on the working day following the date of sending to the addressee's facsimile number designated in clause 21.3 provided that the sender produces a confirmation notice that the facsimile has been sent on that day.

21.3 Details for Notices:

Ngāti Manawa governance entity
[Insert contact details]

The District Commander
Wellington Region
New Zealand Police
P O Box 693
Wellington

Fax: 04 472 3943

21.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Lessor, it is to be supported by satisfactorily written delegation from the Lessor confirming the appointment of the party giving the notice.

22 DEFAULT BY LESSEE

- 22.1 The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the land at the time or any time thereafter:
- (a) If the rent shall be in arrear ten (10) working days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) working days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;
 - (b) In case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with Section 246 of the Property Law Act 2007;

and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

23 DISPUTE RESOLUTION

- 23.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.
- 23.2 If the parties cannot resolve a dispute or difference within fifteen (15) business days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).
- 23.3 If the parties cannot agree on any dispute resolution technique within a further fifteen (15) business days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under Clause 23.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.
- 23.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

24 COSTS

- 24.1 The parties shall each pay their own solicitors' costs on preparing and finalising this Lease or any renewal or variation of this Lease.

24.2 The Lessee shall be responsible for payment of all registration fees including agency charges imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.

25 LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS

25.1 The Lessor will have the right to inspect the Land no more than twice each year during the term or any renewal of this Lease with valuers or other experts and consultants provided such inspections are carried out at times reasonably acceptable to the Lessee on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. Any such inspections should be carried out in accordance with the Lessee's security and health and safety requirements and the Lessee shall have the right to change any suggested time to a mutually convenient time.

25.2 Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lessee for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.

25.3 If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:

- (a) complete a security check on terms reasonably acceptable to the Lessee;
- (b) provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing;
and
- (c) familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.

25.4 The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.

25.5 The Lessee will during the period of twelve (12) months prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees or purchasers and allow the Lessor to affix to the Land appropriate sale or reletting notices.

26 DISPOSAL OF LESSOR'S INTEREST

26.1 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land provided:

- (a) any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and
- (b) That while Her Majesty the Queen is the Lessee and occupies the Land the following further provisions shall apply:

- (i) The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).
- (ii) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:
 - (A) The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or
 - (B) The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within five (5) working days of receiving the Lessor's advice pursuant to clause 26.1(b)(i) above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

- (c) If the Lessor does not receive written notice from the Lessee pursuant to clause 26.1(b)(i) or 26.1(b)(ii) above together with grounds to substantiate its reasonable apprehension within five (5) working days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.
- (d) If the Lessee objects to the proposed Assignee in accordance with clause 26.1(b)(ii)(A) or 26.1(b)(ii)(B) above, then the Lessor shall not dispose of its interest to the proposed Assignee.
- (e) If the Lessor fails to advise the Lessee in writing of the disposal of its interest in the Land and the Lessee has objections to the proposed Assignee based on those reasons set out in clauses 26.1(b)(ii)(A) or 26.1(b)(ii)(B) above, then the Lessee shall be entitled at any time thereafter to terminate this Lease on seven (7) days written notice and the Lessee's obligations under this Lease shall cease from the expiration of such notice.

27 LESSEE'S RIGHT OF EARLY TERMINATION

- 27.1 Notwithstanding anything to the contrary herein contained or implied it is agreed that the Lessee may at any time in its sole discretion and without being required to give any reason, terminate this Lease by providing to the Lessor not less than 5 years notice in writing to that effect PROVIDED THAT:
 - (a) no such notice may be given during the initial 20 year term of this Lease; and
 - (b) no such notice may be given within the first 5 years of any renewed term of this Lease.
- 27.2 The parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have accrued up to the date of termination.

28 HOLDING OVER

- 28.1 If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) working days written notice at the rent then payable per month for

Handwritten signature/initials

the Land and otherwise on the same covenants and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

29 CONTAMINANTS

- 29.1 If during the term of this Lease the Lessee through its use of the Land or of the Lessee's Improvements, causes, permits or allows Contamination of the Land or any other property, the Lessee shall forthwith, at its own cost, remediate the contaminated property to its condition prior to such Contamination occurring. Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.
- 29.2 In this provision "Contamination" shall mean any change to the physical, biological, or chemical condition of the Land or any other property by a Contaminant and "Contaminant" shall have the meaning set out in Section 2 of the Resource Management Act 1991.

30 EXCLUSION OF IMPLIED PROVISIONS

- 30.1 The following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:
- (a) Clause 10 - Premises unable to be used for particular purpose;
 - (b) Clause 11 - Power to inspect premises.

SCHEDULE OF LAND

Handwritten signature

LEASE OF FREEHOLD

Correct for the purposes of the Land Transfer Act
1952

Situate in Wellington

[Ngāti Manawa governance entity]

Lessor

HER MAJESTY THE QUEEN

acting by and through the

COMMISSIONER OF POLICE

Lessee

Particulars entered in the Register
on the date and at the time recorded

District Land Registrar Assistant of
the Wellington Land Registry

-

PART 17

**DEFERRED SELECTION PROPERTIES -
INTERPRETATION PROVISIONS FOR VALUATION
PROCESS AND TERMS OF TRANSFER**

Handwritten signature

17. DEFERRED SELECTION PROPERTIES - INTERPRETATION PROVISIONS FOR VALUATION PROCESS AND TERMS OF TRANSFER

(Clause 7.14)

INTERPRETATION AND NOTICE

DEFINITIONS

1.1 In clauses 7.6-7.13 and in parts 18-19 of this schedule, unless the context otherwise requires:

actual deferred selection settlement date, in relation to a deferred selection property, means the date on which settlement of the property takes place under paragraph 4.1 of part 19];

deferred selection property has the meaning given to it in clause 13.6;

disclosed encumbrance, in relation to a deferred selection property, is an encumbrance disclosed under paragraph 2.2 of part 18;

disclosure information, in relation to a deferred selection property, has the meaning given to it in clause 13.6;

governance entity's valuation report means the valuation report prepared by the

independent valuer's report means the valuation report prepared under part 18;

joint valuation property means a property indicated as such in part 15;

market value is the amount, plus GST (if any), for which the deferred selection property might be expected to exchange on the valuation date, between a willing buyer and a willing seller, in an arm's length transaction, after proper marketing, if the parties to the transaction had each acted knowledgeably, prudently and without compulsion. In applying this definition to the deferred selection property, the following matters (in addition to all other relevant factors) must be taken into account:

- (a) the terms of transfer; and
- (b) the disclosed encumbrances affecting or benefiting that property;

notification date, in relation to a deferred selection property, is the date the governance entity gives the Crown notice under clause 7.6 that it is interested in purchasing that property;

registered valuer means a valuer registered with the Valuers' Registration Board of New Zealand and with experience in the valuation of properties similar to the deferred selection property;

s

terms of transfer means the terms of transfer set out in part 19;

transfer value has the meaning given to it in clause 13.6;

valuation date, in relation to a joint valuation property means the valuation date as provided under paragraph 3 of part 19;

valuation process, in relation to a deferred selection property, means the process to determine or agree the transfer value of that property in accordance with clause 7.7.1 and parts 17 - 18, and references to parts are to parts of this schedule.

NOTICE

- 1.2 Until any other address or facsimile number of a land holding agency is given by notice to the governance entity, the addresses of the land holding agencies are as follows:

Land Information New Zealand

[insert]

Office of Treaty Settlements

[insert]

Handwritten signature

PART 18

**DEFERRED SELECTION PROPERTIES - VALUATION
PROCESS FOR JOINT VALUATION PROPERTIES**

18. DEFERRED SELECTION PROPERTIES -VALUATION PROCESS FOR JOINT VALUATION PROPERTIES

(Clause 7.7.1)

1 APPLICATION OF THIS PART

- 1.1 This part 18 applies to a joint valuation property if the transfer value of that property is to be determined or agreed under this part pursuant to clause 7.7.

2 DISCLOSURE

- 2.1 The land holding agency will, within 10 business days of being given notice by the governance entity under clause 7.6 that the governance entity is interested in purchasing a joint valuation property, give the governance entity all material information that relates to the joint valuation property of which the land holding agency is aware. The date the governance entity gives the land holding agency notice under clause 7.6 is the "**notification date**".
- 2.2 The information that the land holding agency gives under paragraph 2.1 will include all encumbrances of which the land holding agency is aware that affect or benefit the joint valuation property.

3 VALUATION DATE

- 3.1 The **valuation date**, in relation to a joint valuation property, will be as at the notification date.

4 APPOINTMENT OF VALUER

- 4.1 The Crown and the governance entity must endeavour to agree on and appoint a registered valuer no later than 5 business days after the notification date to determine the market value of a joint valuation property in accordance with this part 18
- 4.2 If no appointment has been made under paragraph 4.1 by that date, the Crown must request that the President of the NZ Institute of Valuers make the appointment.
- 4.3 An appointment of a registered valuer is made once the appointee has confirmed that he or she will produce a valuation report in accordance with this part on receipt of the joint instructions to be given under paragraph 4.4.
- 4.4 No later than 5 business days after the appointment under paragraphs 4.1-4.3, the governance entity and the land holding agency must jointly instruct the registered valuer to assess the market value of the joint valuation property on the terms of the agreed instructions to valuer attached as the appendix to this part 19 and in accordance with this part 19.

5 VALUATION REPORT

- 5.1 The registered valuer must prepare a valuation report that includes his or her assessment of the market value of the joint valuation property as at the valuation date, and in the case of the Murupara Police Station property, the market commencement rent for that property.
- 5.2 The registered valuer must deliver a copy of the independent valuer's report to the parties by no later than 50 business days after the notification date.
- 5.3 The independent valuer's report must:
- 5.3.1 meet the requirements of the New Zealand Institute of Valuers' Standards and other relevant standards insofar as those requirements are consistent with this part 19;
 - 5.3.2 include an executive summary containing:
 - (a) a summary of the valuation along with key valuation parameters; and
 - (b) a summary of any key issues affecting the value; and
 - 5.3.3 attach appendices setting out:
 - (a) a statement of valuation policies; and
 - (b) relevant market and sales information.

6 VALUATION REPORT DETERMINES TRANSFER VALUE

- 6.1 The assessment in the independent valuer's report of market value in the independent valuer's report will be the transfer value.
- 6.2 The effect of paragraph 6.1 is final and binding on the Crown and the governance entity.

7 GENERAL PROVISIONS

- 7.1 The costs of the registered valuer must be borne by the Crown and the governance entity equally.

APPENDIX - VALUATION INSTRUCTIONS FOR A JOINT VALUATION PROPERTY

[Note: These instructions may be modified to apply to more than one joint valuation property. The references to the determination of market rental must be deleted if the property is not a leaseback property]

INTRODUCTION

The Ngāti Manawa deed of settlement dated 12 December 2009 (the deed) gives the governance entity the right to purchase properties from the Crown. This right is given by clause 7.6 of the deed.

The governance entity has given the Crown (the land holding agency) a notice of interest in the following property:

[describe the property including its legal description]

DEED ENCLOSED

A copy of the deed is enclosed.

Your attention is drawn to part 18 of the schedule to the deed. All references to paragraphs in this letter are to paragraphs of part 18.

A term defined in the deed has the same meaning when used in these instructions.

The property is a joint valuation property for the purposes of part 18.

VALUATION REQUIRED

The governance entity and the land holding agency require you to undertake a valuation to assess the market value of the property as at the date the land holding agency received the notice of interest from the governance entity. That date was **[insert]** (the valuation date).

The market value of the property assessed by you (plus GST if any) will be the market value at which the governance entity may elect to purchase the property under the deed. You may obtain relevant specialist advice such as engineering or planning advice.

REQUIREMENTS FOR THE VALUATION

Our requirements for your valuation are as follows:

1. You are to assume that:
 - (a) the property is a current asset and was available for immediate sale as at the valuation date; and

- (b) all statutory and regulatory processes imposed on the Crown to dispose of the property have been met.
- 2. The effective date of your valuation is the valuation date.
- 3. Your valuation is to:
 - (a) be on the basis of market value as defined in the Valuation Standards contained in the Property Institute of New Zealand Professional Practice (Fifth Edition); and
 - (b) take into account:
 - (i) any encumbrances, interest, or other matters affecting or benefiting the property as are noted on its title on the valuation date; and
 - (ii) the attached disclosure information (which is the information given to the governance entity by the land holding agency about the property under paragraph [2.1], including the disclosed encumbrance information) but not a claim by, or on behalf of, Ngāti Manawa in relation to the property; and
 - (iii) the terms of transfer set out in part 19 (which will apply to a purchase of the property by the governance entity).

REQUIREMENTS FOR YOUR VALUATION REPORT

We require a full valuation report in accordance with the Property Institute of New Zealand Professional Practice (Fifth Edition), including:

- an executive summary containing:
 - o a summary of the valuation along with key valuation parameters;
 - o a summary of key issues affecting value;
- an assessment of the market value (plus GST if any) of the property as at the valuation date;
- compliance with the minimum requirements as set out in section 5 of the International Valuation Standard 1 Market Value Basis of Valuation, and other relevant standards, insofar as they are consistent with part 18;
- a clear definition of the distinction between the land value and the value of improvements;
- a clear statement as to the impact (if any) of the disclosed encumbrance information;
- details of your assessment of the highest and best use of the property;
- comment on the rationale of likely purchasers of the property;

- full details of the approaches to value and a clear identification of the key variables which in your opinion have a material impact on the valuation;
- a detailed description of improvements;
- attaching appendices setting out:
 - o a statement of valuation methodology and policies; and
 - o relevant market and sales information.

ACCEPTANCE OF THESE INSTRUCTIONS

By accepting these instructions, you acknowledge that you will prepare and provide a valuation report to the governance entity and the land holding agency no later than 50 business days after the valuation date.

OPEN AND TRANSPARENT VALUATION

The governance entity and the land holding agency intend this valuation to be undertaken in an open and transparent manner, and for all dealings and discussions to be undertaken in good faith.

In particular, you must copy any questions you have or receive with regard to the property, together with the responses, to the governance entity and the land holding agency.

PART 19

**DEFERRED SELECTION PROPERTIES -
TERMS OF TRANSFER**



19. DEFERRED SELECTION PROPERTIES - TERMS OF TRANSFER

(Clause 7.9.2)

1 APPLICATION OF THIS PART

- 1.1 This part 19 applies if the Crown and the governance entity are deemed under clause 7.9 to have entered into an agreement for the sale and purchase of a deferred selection property.

2 TRANSFER OF THE DEFERRED SELECTION PROPERTY

- 2.1 The Crown must transfer the fee simple estate in the deferred selection property to the governance entity on the terms set out in clauses 7.6-7.13, and in this part 19 subject to and, where applicable, with the benefit of the disclosed encumbrances affecting or benefiting that property (as those disclosed encumbrances may be varied under paragraph 2.2).
- 2.2 The Crown and the governance entity may agree in writing to vary or add to the disclosed encumbrances affecting the deferred selection property.
- 2.3 The governance entity must not unreasonably withhold or delay its consent to varying a disclosed encumbrance or granting a new encumbrance affecting the deferred selection property.
- 2.4 The Crown will pay any survey and registration costs required to transfer the fee simple estate in the deferred selection property to the governance entity.

3 OBLIGATIONS PRIOR TO DEFERRED SELECTION SETTLEMENT DATE

- 3.1 The Crown must maintain the deferred selection property, or ensure its maintenance, until the actual deferred selection settlement date in substantially the same condition as it was in at the notification date, fair wear and tear excepted.
- 3.2 Between the notification date and the actual deferred selection settlement date the Crown must consult with, and obtain the prior written consent of, the governance entity (which will not be unreasonably withheld or delayed) before:
- 3.2.1 agreeing to any material variation in the terms of a disclosed encumbrance affecting or benefiting a deferred selection property; or
- 3.2.2 procuring any consent, or providing any waiver, under the Resource Management Act 1991, or other legislation, that materially affects the deferred selection property.
- 3.3 The Crown must, if it carries out works, or gives specific authority in writing for works to be carried out, on a deferred selection property, between the notification date and the actual deferred selection settlement date, for which the Crown must by law obtain a building

consent or permit, comply with any obligations imposed on the Crown under the Building Act 2004 in respect of such works.

- 3.4 The Crown must pay all charges for electric power, gas, water, and other utilities that the Crown owes as owner of a deferred selection property until the actual deferred selection settlement date except where those charges are payable by any tenant or occupant directly to the relevant supplier.
- 3.5 Subject to the terms of any disclosed encumbrance affecting the deferred selection property, the Crown must use reasonable endeavours to obtain permission for the governance entity (or a person authorised by the governance entity), upon reasonable notice, to enter a deferred selection property on one occasion before the deferred selection settlement date to examine it.

4 POSSESSION AND SETTLEMENT

4.1 On the deferred selection settlement date:

4.1.1 possession must be given and taken of the deferred selection property subject to the disclosed encumbrances (as they may be varied under paragraph 2.2); and

4.1.2 vacant possession must be given and taken of the deferred selection property if it is not:

(a) a leaseback property; or

(b) subject to any disclosed encumbrance (as they may be varied under paragraph 2.2) that prevent vacant possession being given and taken.

4.2 Subject to paragraph 10, on the deferred selection settlement date the Crown must hand to the governance entity:

4.2.1 a registrable transfer instrument for the deferred selection property;

4.2.2 all other instruments in registrable form which may be required by this part 19, including those referred to in paragraph 4.3; and

4.2.3 all contracts and other documents which create unregistered rights, interests and obligations affecting the registered proprietor's interest (but not proclamations, Gazette notices and similar public notices) and which will continue following the actual deferred selection settlement date.

4.3 The governance entity must, unless the Crown agrees otherwise, within 5 business days of the actual deferred selection settlement date or if paragraph 10 applies, within the timeframe set out in paragraph 10, lodge the following documents for registration in the following order in relation to the deferred selection property:

4.3.1 where applicable, a written application for a computer freehold register in the name of the Crown; and

4.3.2 the transfer to the governance entity.

- 4.4 All outgoings and incomings (including rates, excluding insurance premiums) must be apportioned at the actual deferred selection settlement date.
- 4.5 The Crown must supply a statement of apportionments to the governance entity before the actual deferred selection settlement date. On the actual deferred selection settlement date:
- 4.5.1 the governance entity must pay to the Crown the amount by which the outgoings (except for insurance premiums) for the deferred selection properties pre-paid by the Crown in respect of a period after the actual deferred selection settlement date exceed the incomings received by the Crown for that period; or
- 4.5.2 the Crown must pay to the governance entity the amount by which the incomings received by the Crown in respect of a period after the actual deferred selection settlement date exceed the outgoings (except for insurance premiums) for the deferred selection property pre-paid by the Crown for that period.
- 4.6 The Crown must make available to the governance entity on the actual deferred selection settlement date any keys to gates, exterior doors, and electronic door openers (if any) and/or security codes to alarms (if any) for the deferred selection property that are in the possession of the Crown at the actual deferred selection settlement date provided that the Crown shall not have any obligation under this clause where in the Crown's reasonable opinion, due to the nature of the deferred selection property, it would be inappropriate to make such items available.
- 4.7 The deferred selection property must be transferred inclusive of all fixtures and fittings that are owned by the Crown and are situated on the deferred selection property at the notification date, except in the case of **[insert details of properties where improvements owned by lessee]**, in which case ownership of all lessee's improvements remain with the land holding agency.
- 4.8 Fixtures and fittings transferred under paragraph 4.7 are to be free of any mortgage or charge.
- 4.9 No chattels situated on the deferred selection property will be included in its transfer.

5 RISK AND INSURANCE

- 5.1 The deferred selection property will remain at the sole risk of the Crown until the actual deferred selection settlement date and, from the actual deferred selection settlement date, it will remain at the sole risk of the governance entity.
- 5.2 In the event that, prior to the actual deferred selection settlement date, the deferred selection property is destroyed or damaged and such destruction or damage has not been made good by the actual deferred selection settlement date, then the following provisions apply:
- 5.2.1 the governance entity must complete the transfer of the deferred selection property at its transfer value on the condition that the Crown pay to the governance entity an amount equal to the amount (if any) by which the transfer value for the deferred selection property is more than the value of the deferred selection property as at the actual deferred selection settlement date as a result of the destruction or damage; and

- 5.2.2 either party may give the other party notice in writing requiring that any dispute as to the application of this paragraph 5.2 be determined by an arbitrator to be appointed by the president or vice-president of the law society for the district where the deferred selection property is located, and the party serving the notice may at any time after that refer the dispute to the arbitrator for determination under the Arbitration Act 1996.
- 5.3 If a dispute relating to a claim by the governance entity for a diminution in value of the deferred selection property under paragraph 5.2.2 is not determined by the actual deferred selection settlement date, then:
- 5.3.1 settlement shall take place on the actual deferred selection settlement date in accordance with this part 19 as if there had been no destruction or damage; and
- 5.3.2 upon the determination of the dispute the Crown shall pay to the governance entity within 7 business days from such determination a sum equal to the diminution in value of the deferred selection property and interest from settlement date to the date of that payment at the rate set out in clause 7.16.
- 5.4 The governance entity will not be required to take over from the Crown any insurance policies in relation to the deferred selection property.

6 TRANSFER VALUE

- 6.1 To avoid doubt, the parties acknowledge that the transfer value of the deferred selection property will not be affected by:
- 6.1.1 any addition or variation to the disclosed encumbrances agreed in writing by the Crown and the governance entity under paragraph 2.2; or
- 6.1.2 any variation to a disclosed encumbrance agreed by the Crown and the governance entity under paragraph 3.2.1.

7 BOUNDARIES, TITLE, ETC

- 7.1 The Crown will not be bound to point out the boundaries of the a deferred selection property.
- 7.2 If the deferred selection property is subject only to disclosed encumbrances (as they may be varied under paragraph 2.2), the governance entity:
- 7.2.1 will be treated as having accepted the Crown's title to the deferred selection property as at the actual deferred selection settlement date; and
- 7.2.2 may not make any objections to, or requisitions on, it.
- 7.3 Except as otherwise expressly set out in this part 19 no error, omission or misdescription of the deferred selection property or its title shall annul the transfer of the deferred selection property.
- 7.4 The Crown will not be liable to pay for, or contribute towards, the expense of erection or maintenance of any fence between the deferred selection property and any contiguous land

of the Crown (unless it is the Crown that requires the fence in which case the Crown shall meet all the costs of erecting the fence), and:

7.4.1 this clause will not continue for the benefit of any subsequent purchaser of the contiguous land; and

7.4.2 the Crown may require the inclusion of a fencing covenant to this effect in any transfer of the deferred selection property.

8 OBLIGATIONS AFTER SETTLEMENT

8.1 If the Crown receives any notice or demand in relation to the deferred selection property from the Crown, any territorial authority or any tenant after the actual deferred selection settlement date, the Crown will, if not paying or complying with such notice or demand, promptly deliver it to the governance entity or the governance entity's solicitor and, if the Crown fails to do so, the Crown will be liable for any penalty incurred.

8.2 Immediately after the actual deferred selection settlement date, the Crown will give notice of the transfer of the deferred selection property to the territorial authority having jurisdiction in respect of that property.

9 DISCLOSURE INFORMATION

9.1 The Crown warrants to the governance entity that, as at the notification date, the disclosure information in relation to the deferred selection property is all the material information that relates to the deferred selection property, of which the land holding agency is aware, the land holding agency having inspected its records but not having undertaken a physical inspection of the deferred selection property or made enquiries beyond its records.

9.2 Except as provided in paragraph 9.1, the Crown gives no representation or warranty (whether express or implied) nor accepts any responsibility with respect to:

9.2.1 the deferred selection property including as to its ownership, management, occupation, physical condition, use or compliance with:

(a) any legislation including by-laws; or

(b) any enforcement or other notice, requisition or proceedings issued by any authority; or

9.2.2 the completeness or accuracy of the disclosure information in relation to the deferred selection property.

9.3 The governance entity acknowledges that (although the Crown is not giving any representation or warranty in relation to the deferred selection property except as provided in paragraph 9.1) the governance entity had the opportunity prior to the deferred selection settlement date (in addition to being able to examine the disclosure information) to:

9.3.1 inspect the deferred selection property; and

9.3.2 determine its state and condition.

Handwritten signature

10 DELAYED TRANSFER OF LEGAL TITLE

- 10.1 If all the land comprising the deferred selection property is not all of the land contained in a computer freehold register or registers, the Crown covenants for the benefit of the governance entity that it will:
- 10.1.1 arrange for the creation of a computer freehold register for all that deferred selection property; and
 - 10.1.2 transfer title to the deferred selection property, as soon as is reasonably practicable, but no later than five years after the actual deferred selection settlement date.
- 10.2 The covenant given by the Crown under paragraph 10.1 shall have effect and be enforceable, despite being positive in effect and there being no dominant tenement.
- 10.3 If paragraph 10.1 applies then, for the period from the actual deferred selection settlement date until the date that the Crown transfers the title to that deferred selection property to the governance entity:
- 10.3.1 the governance entity will be the beneficial owner of that property; and
 - 10.3.2 all obligations and rights will be performed and arise as if full legal title had passed to the governance entity on the actual deferred selection settlement date.

11 SETTLEMENT PROVISIONS

- 11.1 On the deferred selection settlement date:
- 11.1.1 the governance entity shall pay to the Crown by way of bank cheque drawn on a New Zealand registered bank and made payable to the land holding agency an amount equal to the transfer value (plus GST if any); and
 - 11.1.2 subject to paragraph 10, the Crown shall concurrently deliver to the governance entity all documents and instruments necessary to effect transfer of the deferred selection property to the governance entity.
- 11.2 If from any cause whatever (save the default of the Crown) all or any part of the transfer value or any other moneys payable by the governance entity to the Crown is not paid on the deferred selection settlement date, the Crown shall not be obliged to give possession to the governance entity, and the governance entity shall pay to the Crown default interest at the rate of 12% per annum on all or that part of the transfer value (plus GST if any) so unpaid for the period from the deferred selection settlement date to the actual deferred selection settlement date, but without prejudice to any other rights or remedies available to the Crown at law or in equity.
- 11.3 If, without the written agreement of the parties, settlement is not effected on the deferred selection settlement date then without prejudice to the rights of the party not in default the following provisions shall apply:
- 11.3.1 either the Crown or the governance entity may at any time after the deferred selection settlement date serve on the other of them notice in writing ("**settlement**

notice") to effect settlement but the notice shall be effective only if the party serving it is at the time of service either in all material respects ready able and willing to proceed to effect settlement in accordance with the settlement notice or is not so ready able and willing to effect settlement only by reason of the default or omission of the other party. For the sake of clarity the governance entity acknowledges that it may not serve a settlement notice where there is a delay or transfer of legal title as contemplated by paragraph 10;

11.3.2 upon service of a settlement notice, the party on which the settlement notice is served shall effect settlement within 10 business days after the date of service of the settlement notice (excluding the date of service) and in respect of that period time shall be of the essence but without prejudice to any intermediate right of cancellation (if any) by the other party; and

11.3.3 if the party in default does not comply with the terms of a settlement notice then without prejudice to any other rights or remedies available to the party serving the settlement notice at law or in equity that party may cancel the agreement constituted by clause 7.9 by written notice.

12 MISCELLANEOUS

Further assurances

12.1 The Crown and the governance entity must, at the request of the other, sign and deliver any further documents or assurances and do all acts and things that the other may reasonably require to give full force and effect to clause 7.9 and this part 19.

Non-merger

12.2 On transfer of a deferred selection property to the governance entity, the provisions of this part 19 will not merge and, to the extent any provision has not been fulfilled, will remain in force.

PART 20

MISCELLANEOUS DETAILS

Handwritten signature

20. MISCELLANEOUS DETAILS

20.1 Addresses:

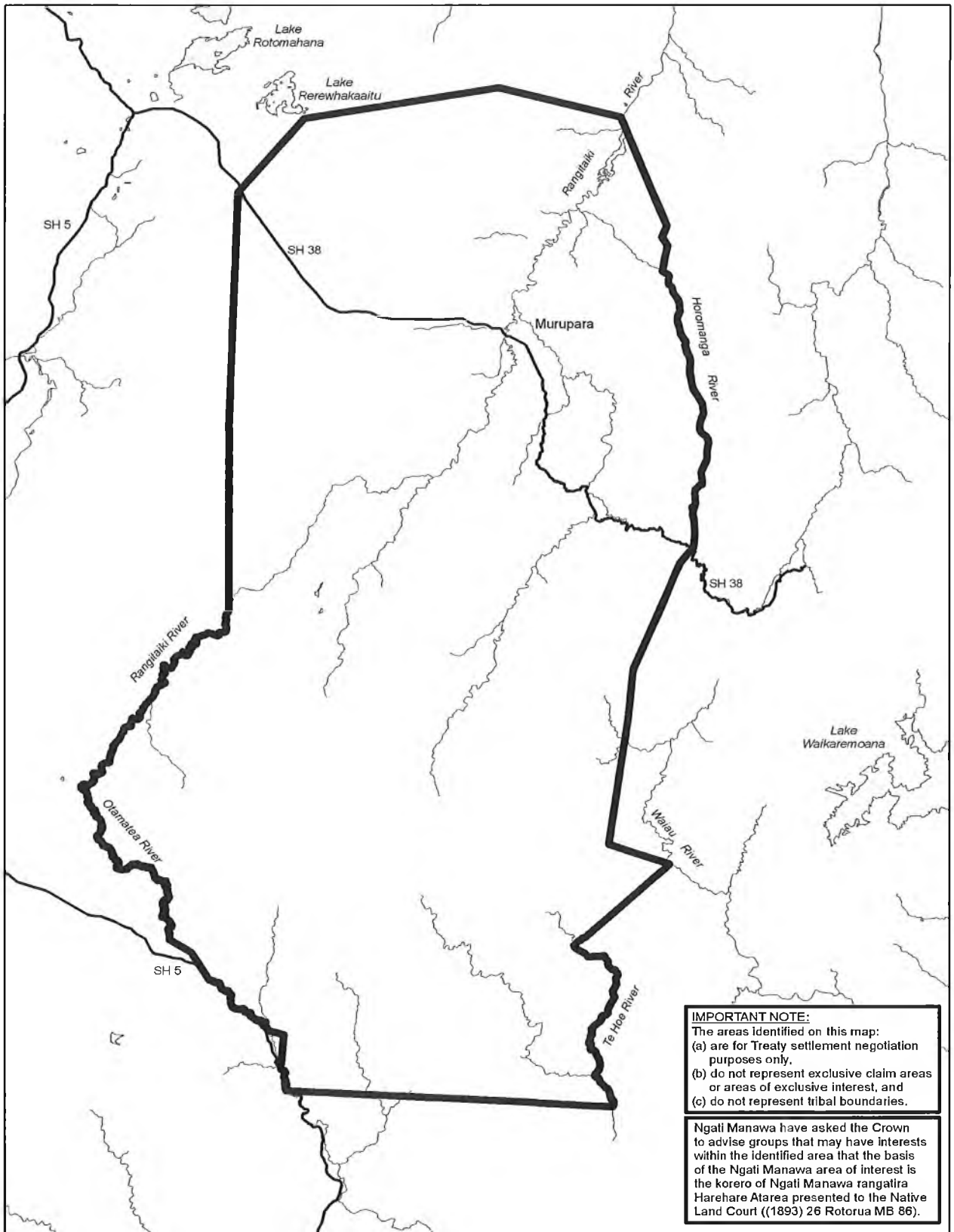
Ngāti Manawa and Te Runanga o Ngāti Manawa
Te Runanga o Ngāti Manawa
P.O. Box 116
MURUPARA 3025

The Crown
c/- The Solicitor General
Crown Law Office
Level 10
Unisys House
56 The Terrace
PO Box 2858
Wellington 6011

PART 22

AREA OF INTEREST

21. AREA OF INTEREST



Handwritten signature/initials

PART 22

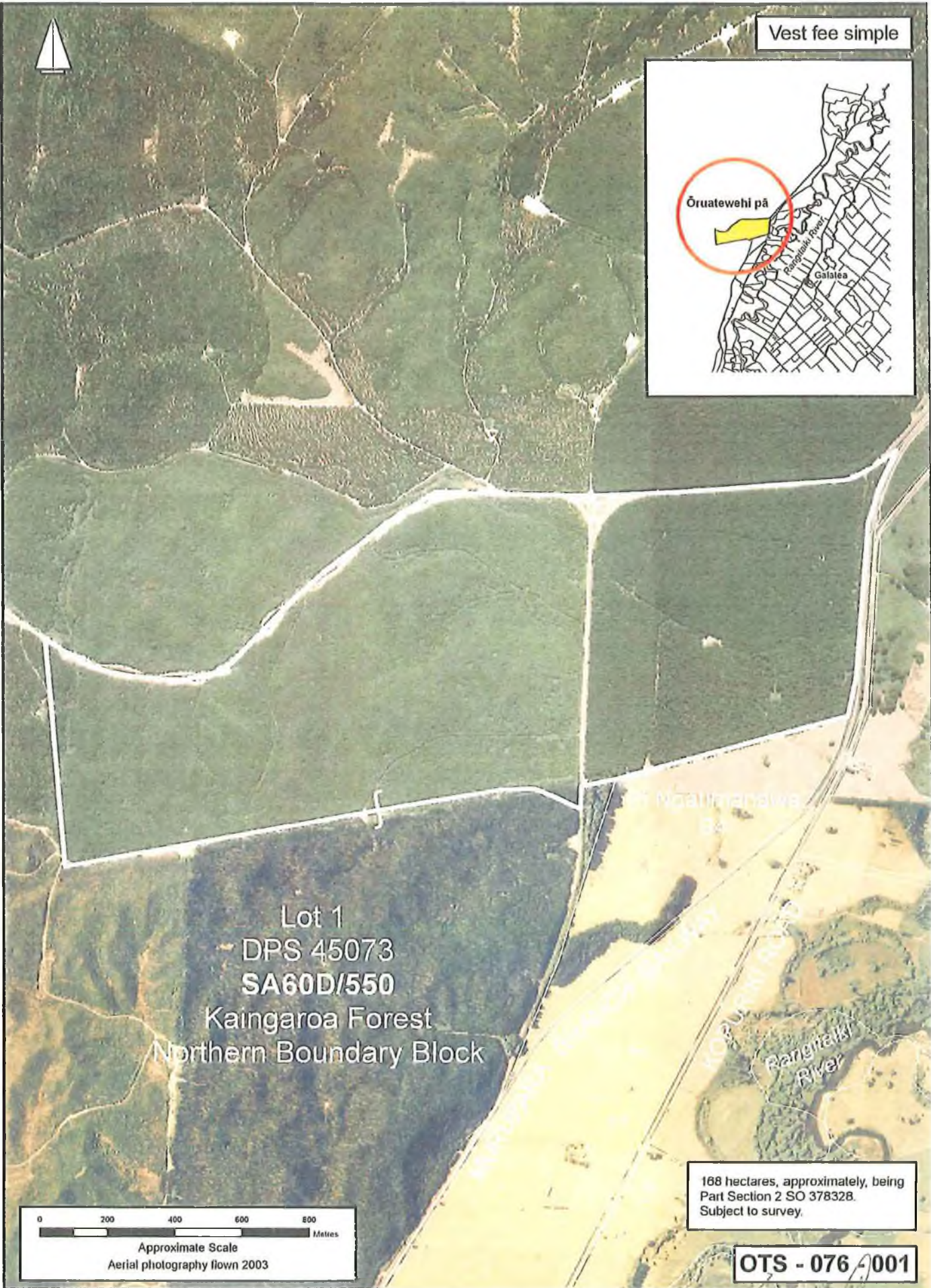
DEED PLANS

Jeff Acant

22. DEED PLANS



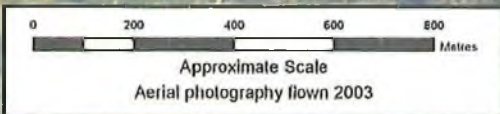
Vest fee simple



Lot 1
DPS 45073
SA60D/550
Kaingaroa Forest
Northern Boundary Block

Noallimānawa
Rangitiki River

168 hectares, approximately, being
Part Section 2 SO 378328.
Subject to survey.



OTS - 076 A001



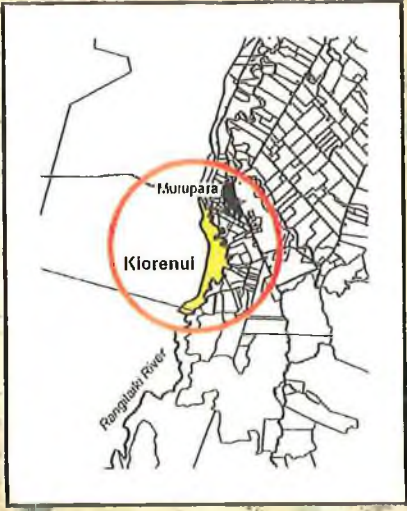
South Auckland
Land District
Territorial Authority:
Whakane District
Compiled as a graphic
representation. Boundaries
are indicative only

Ōruatewehi pā

Areas referred to in the Deed of Settlement between
Ngāti Manawa and the Crown

Approved as to boundaries:
[Signature]
for Ngāti Manawa
[Signature] 6.11.04
for and on behalf of the Crown

Vest fee simple



Lot 1
DPS 64349
132203
Kaingaroa Forest
Caves Block

Lot 1
DPS 47427
SA55B/450
Kaingaroa Forest
Wairapukao Block

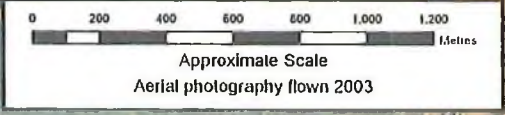
KIORENUI ROAD

River

RE 9

GOLF ROAD

238 hectares, approximately being Part Lot 1 DP 418752, Part Lot 1 DPS 47427 and Lot 2 DPS 68046. Subject to survey.

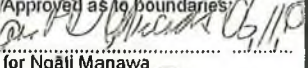
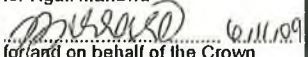


OTS - 076 - 002

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

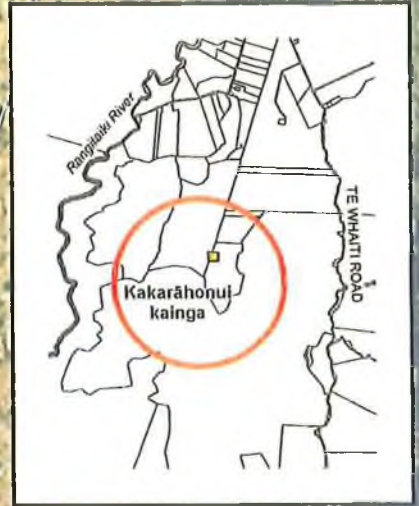
Kiorenui

Areas referred to in the Deed of Settlement between Ngāti Manawa and the Crown

Approved as to boundaries:

for Ngāti Manawa

for and on behalf of the Crown



Vest fee simple

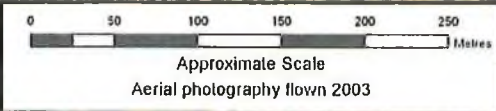


Pt Whirinaki 1 Sec 1
SA86/152
Her Majesty the Queen



Pt Whirinaki 2 Sec 2
SA86/152
Her Majesty the Queen

2 hectares, approximately, being Part Whirinaki 1, Section 1 and Part Whirinaki 2 Section 2. Part Computer Freehold Register SA86/152. Subject to survey.



OTS - 076 - 003



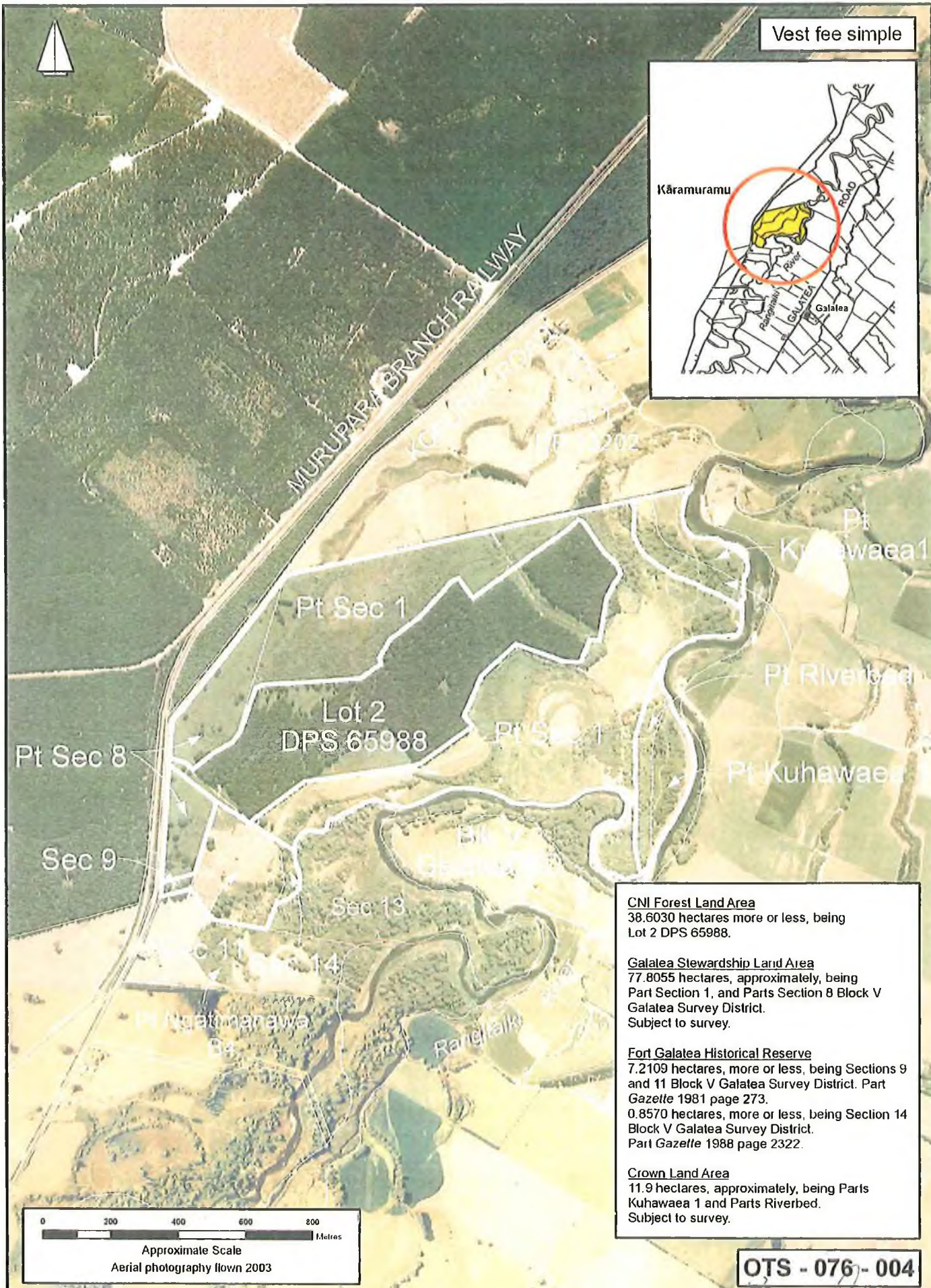
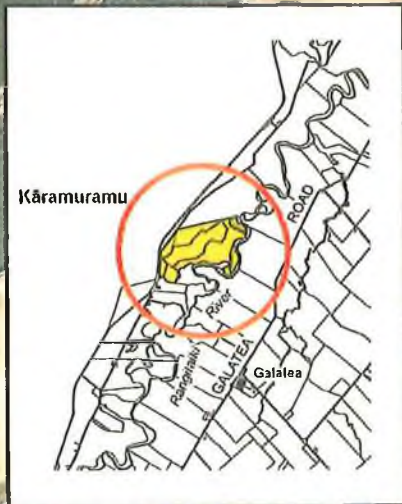
South Auckland
Land District
Territorial Authority:
Whakatane District
Compiled as a graphic
representation. Boundaries
are indicative only

Kakarāhonui kainga

Areas referred to in the Deed of Settlement between
Ngāti Manawa and the Crown

Approved as to boundaries:
[Signature] 6/11/09
for Ngāti Manawa
[Signature] 6/11/09
for and on behalf of the Crown

Vest fee simple

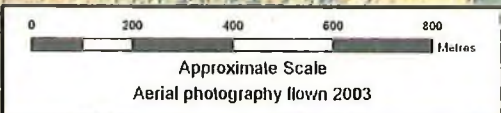


CNI Forest Land Area
38.6030 hectares more or less, being Lot 2 DPS 65988.

Galatea Stewardship Land Area
77.8055 hectares, approximately, being Part Section 1, and Parts Section 8 Block V Galatea Survey District. Subject to survey.

Fort Galatea Historical Reserve
7.2109 hectares, more or less, being Sections 9 and 11 Block V Galatea Survey District. Part Gazette 1981 page 273.
0.8570 hectares, more or less, being Section 14 Block V Galatea Survey District. Part Gazette 1988 page 2322.

Crown Land Area
11.9 hectares, approximately, being Parts Kuhawaea 1 and Parts Riverbed. Subject to survey.



OTS - 076 - 004

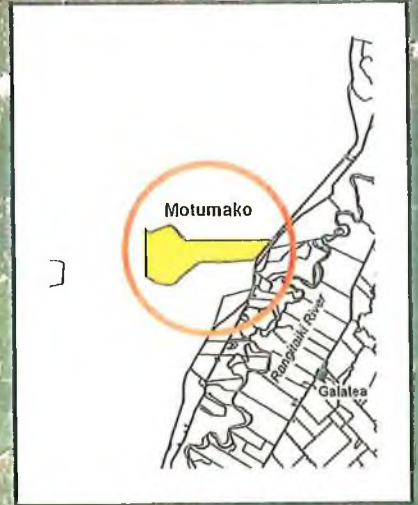
South Auckland Land District
Territorial Authority: Whakane District
Compiled as a graphic representation. Boundaries are indicative only

Karamuramu

Areas referred to in the Deed of Settlement between Ngati Manawa and the Crown

Approved as to boundaries
[Signature]
for Ngati Manawa
[Signature] 12.11.09
for and on behalf of the Crown

Vest fee simple



Lot 1
DPS 45073
SA60D/550

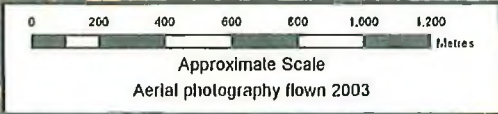
Kaingaroa Forest
Northern Boundary Block

RAILWAY

MURUPARA

Waikato River

202 hectares, approximately, being
Part Section 2 SO 378328.
Subject to survey.



OTS - 076 - 005



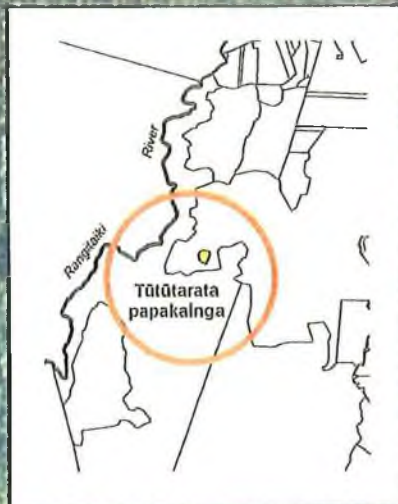
South Auckland
Land District
Territorial Authority:
Whakatane District
Compiled as a graphic
representation. Boundaries
are Indicative only

Motumako

Areas referred to in the Deed of Settlement between
Ngāi Manawa and the Crown

Approved as to boundaries:
[Signature]
for Ngāi Manawa
[Signature] 6.11.07
for and on behalf of the Crown

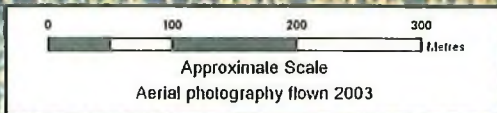
Vest fee simple



Lot 1
DPS 55245
SA57A/60
Kaingaroa Forest
Whirinaki Block



5 hectares, approximately, being
Part Lot 1 DPS 55245.
Subject to survey.



OTS - 076/ - 007



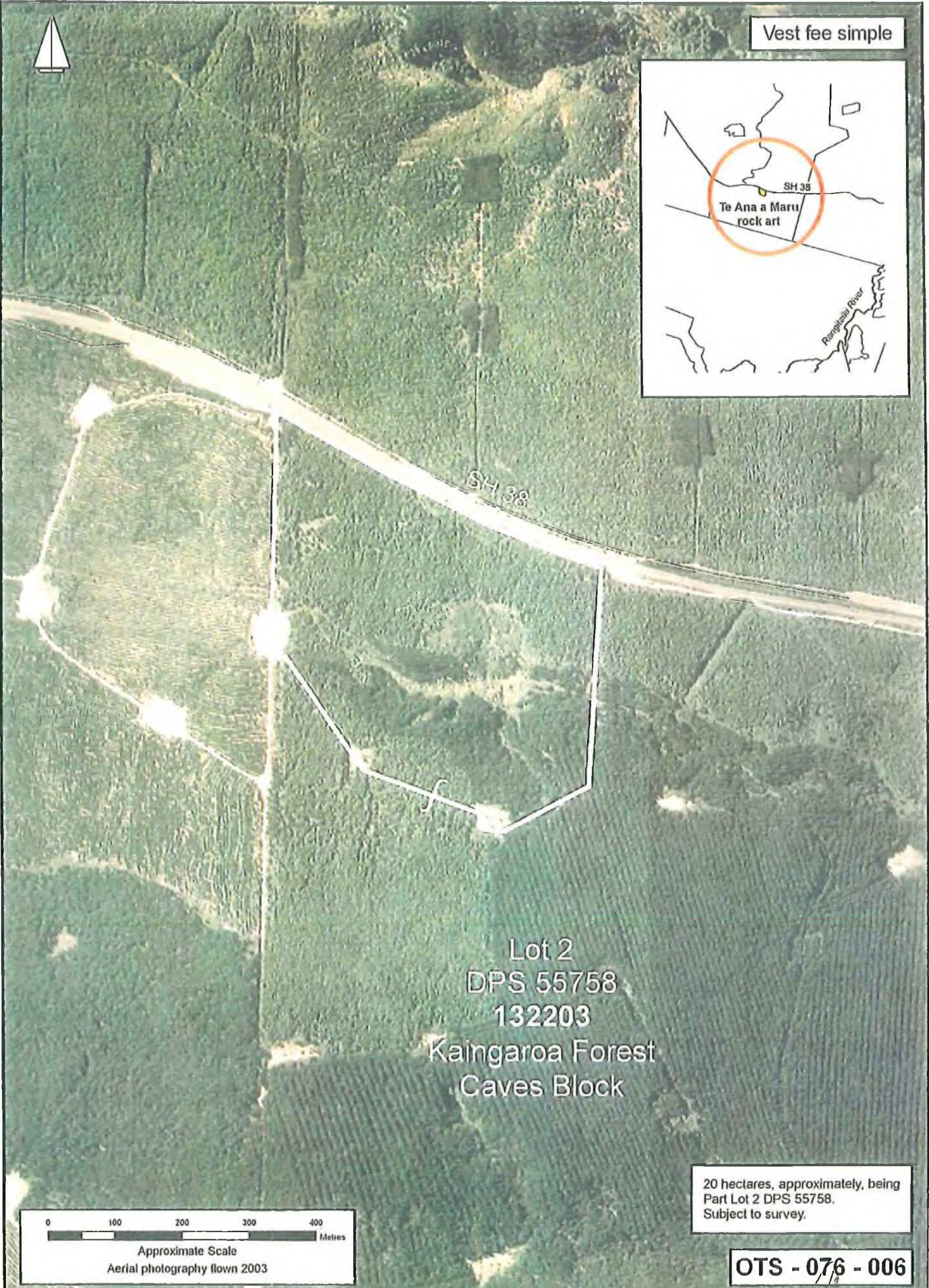
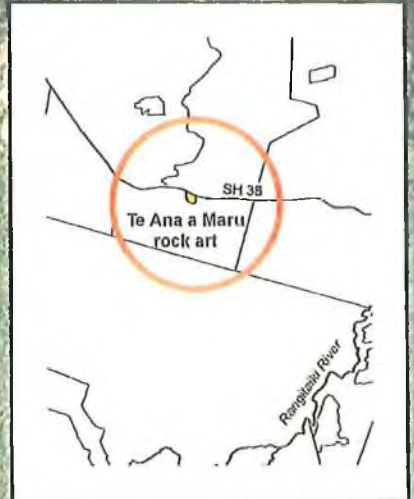
South Auckland
Land District
Territorial Authority:
Whakane District
Compiled as a graphic
representation. Boundaries
are indicative only

Tūtūtarata papakainga

Areas referred to in the Deed of Settlement between
Ngāti Manawa and the Crown

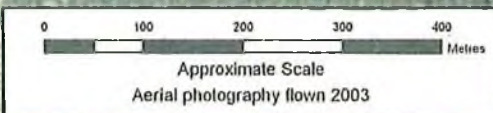
Approved as to boundaries:
[Signature]
for Ngāti Manawa
[Signature] 6.11.1991
for and on behalf of the Crown

Vest fee simple



Lot 2
 DPS 55758
 132203
 Kaingaroa Forest
 Caves Block

20 hectares, approximately, being
 Part Lot 2 DPS 55758.
 Subject to survey.

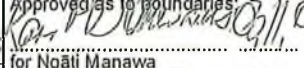
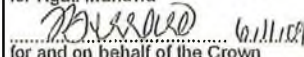


OTS - 076 - 006

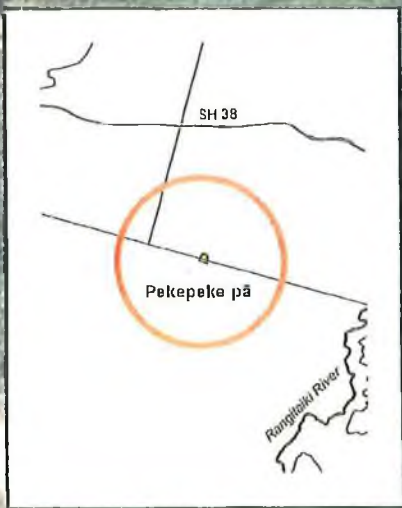
 South Auckland
 Land District
 Territorial Authority:
 Whakatane District
 Compiled as a graphic
 representation. Boundaries
 are Indicative only

Te Ana a Maru rock art

Areas referred to in the Deed of Settlement between
 Ngāti Manawa and the Crown

Approved as to boundaries:

 for Ngāti Manawa

 for and on behalf of the Crown

Vest fee simple

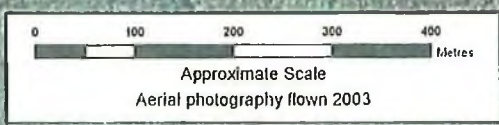


Lot 1
DPS 64349
132203
Kaingaroa Forest
Caves Block



Lot 1
DPS 47427
SA55B/450
Kaingaroa Forest
Wairapukao Block

5 hectares, approximately, being
Part Lot 1 DPS 418752 and
Part Lot 1 DPS 47427.
Subject to survey.



OTS - 076 - 008

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

Pekepeke pā

Areas referred to in the Deed of Settlement between
Ngāti Manawa and the Crown

Approved as to boundaries
for Ngāti Manawa
for and on behalf of the Crown



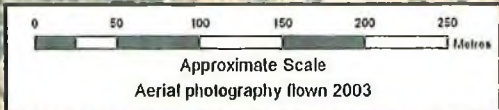
Vest fee simple



Lot 1
DPS 45073
SA60D/550
Kaingaroa Forest
Northern Boundary Block



5 hectares, approximately, being
Part Section 2 SO 378328.
Subject to survey.



OTS - 076 - 009



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

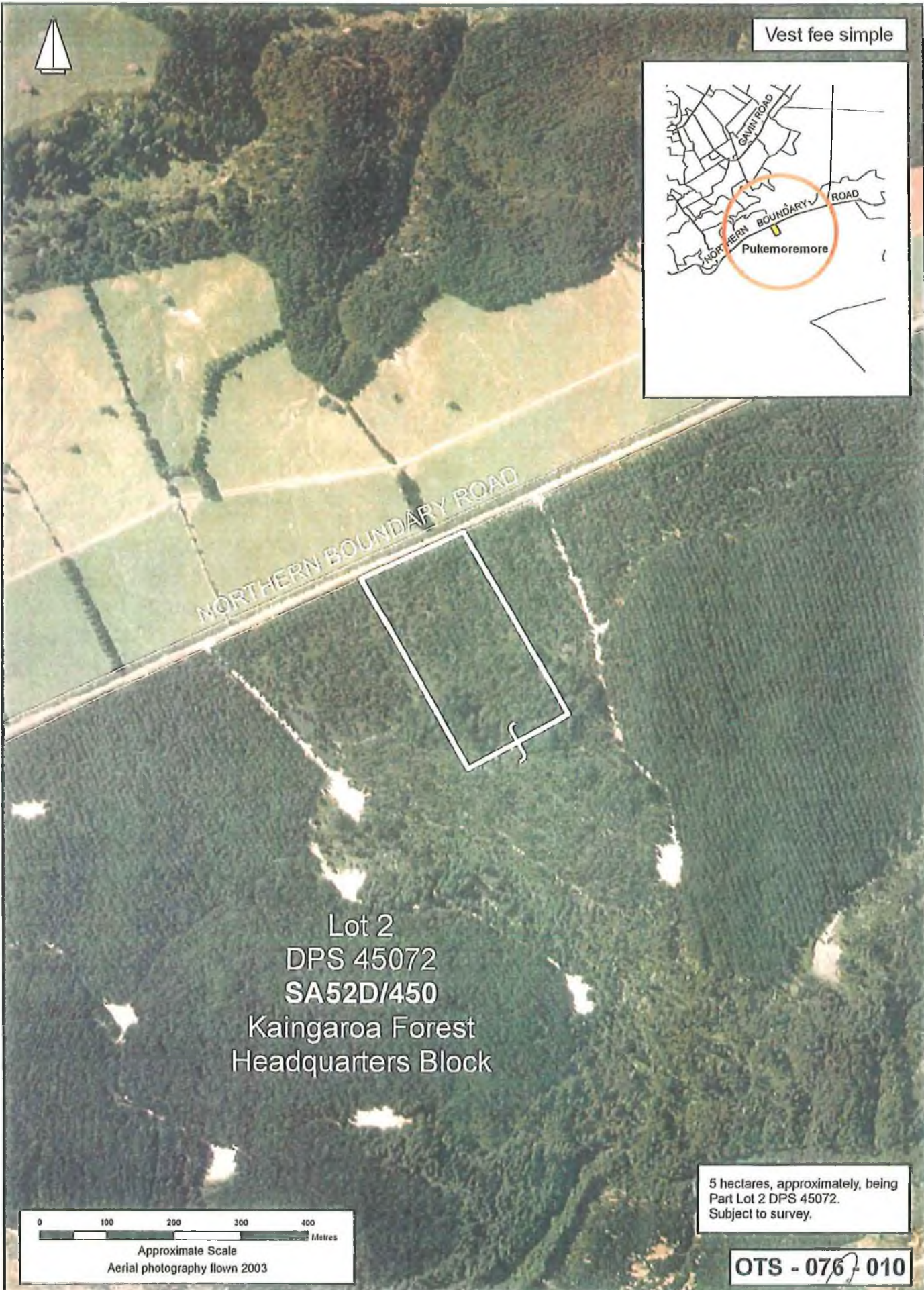
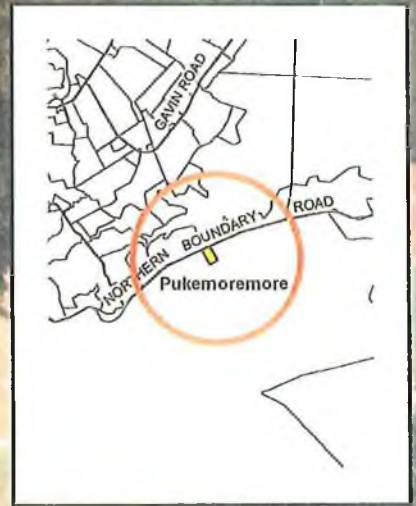
Puketapu pā

Areas referred to in the Deed of Settlement between
Ngāti Manawa and the Crown

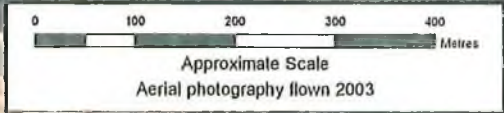
Approved as to boundaries:
[Signature] 06/11/09
for Ngāti Manawa
[Signature] 6.11.09
for and on behalf of the Crown



Vest fee simple



Lot 2
DPS 45072
SA52D/450
Kaingaroa Forest
Headquarters Block



5 hectares, approximately, being
Part Lot 2 DPS 45072.
Subject to survey.

OTS - 076 - 010



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

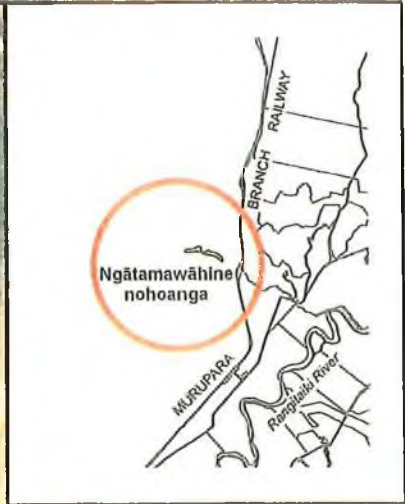
Pukemoremore

Areas referred to in the Deed of Settlement between
Ngāti Manawa and the Crown

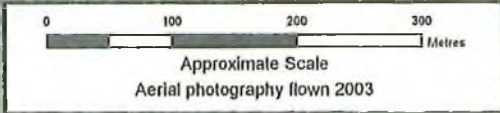
Approved as to boundaries:
[Signature]
for Ngāti Manawa
[Signature] 6.11.07
for and on behalf of the Crown



Vest fee simple



Lot 1
 DPS 45073
 SA60D/550
 Kaingaroa Forest
 Northern Boundary Block



2 hectares, approximately, being
 Part Section 2 SO 378328.
 Subject to survey.

OTS - 0767-011



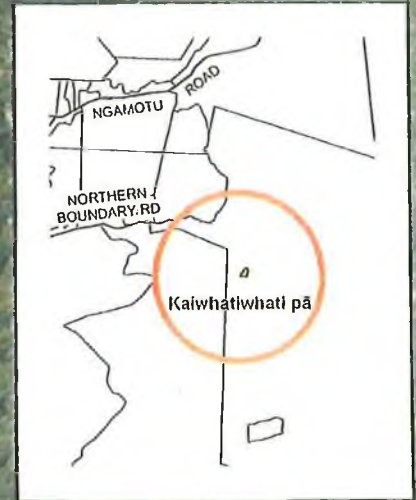
South Auckland
 Land District
 Territorial Authority:
 Whakatane District
 Compiled as a graphic
 representation. Boundaries
 are indicative only

Ngātamawāhine nohoanga

Areas referred to in the Deed of Settlement between
 Ngāti Manawa and the Crown

Approved as to boundaries:
[Signature]
 for Ngāti Manawa
[Signature]
 for and on behalf of the Crown

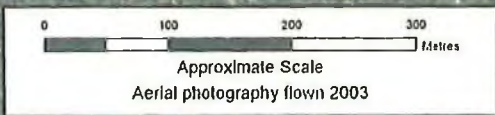
Vest fee simple



Lot 1
 DPS 45073
 SA60D/550
 Kaingaroa Forest
 Northern Boundary Block



5 hectares, approximately, being
 Part Section 2 SO 378328.
 Subject to survey.



OTS - 076/012



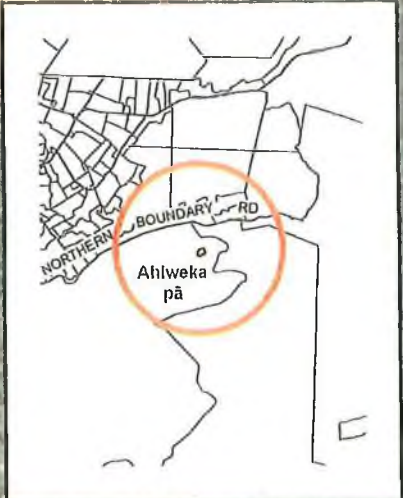
South Auckland
 Land District
 Territorial Authority:
 Whakatane District
 Compiled as a graphic
 representation. Boundaries
 are Indicative only

Kaiwhatiwhati pā

Areas referred to in the Deed of Settlement between
 Ngāti Manawa and the Crown

Approved as to boundaries:
[Signature]
 for Ngāti Manawa
[Signature] (v.l.l.)
 for and on behalf of the Crown

Vest fee simple

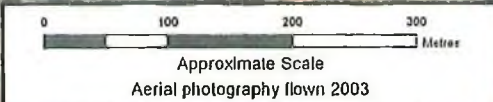


NORTHERN BOUNDARY ROAD

Lot 2
DPS 45072
SA52D/450
Kaingaroa Forest
Headquarters Block



5 hectares, approximately, being
Part Lot 2 DPS 45072.
Subject to survey.



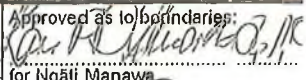
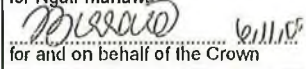
Approximate Scale
Aerial photography flown 2003

OTS - 076 - 013

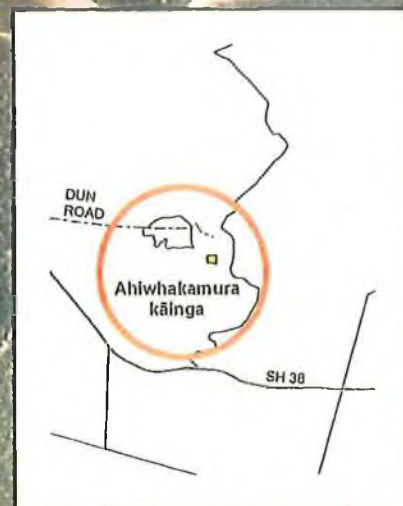

South Auckland
Land District
Territorial Authority:
Whakatane District
Compiled as a graphic
representation. Boundaries
are indicative only

Ahiweka pā

Areas referred to in the Deed of Settlement between
Ngāti Manawa and the Crown

Approved as to boundaries:

for Ngāti Manawa

for and on behalf of the Crown

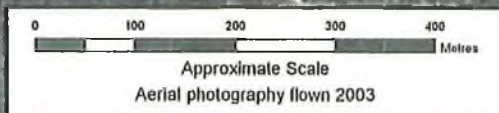
Vest fee simple



Lot 2
 DPS 45072
 SA52D/450
 Kaingaroa Forest
 Headquarters Block



5 hectares, approximately, being
 Part Lot 2 DPS 45072.
 Subject to survey.



OTS - 0767-014



South Auckland
 Land District
 Territorial Authority:
 Rotorua & Whakatane District
 Compiled as a graphic
 representation. Boundaries
 are Indicative only

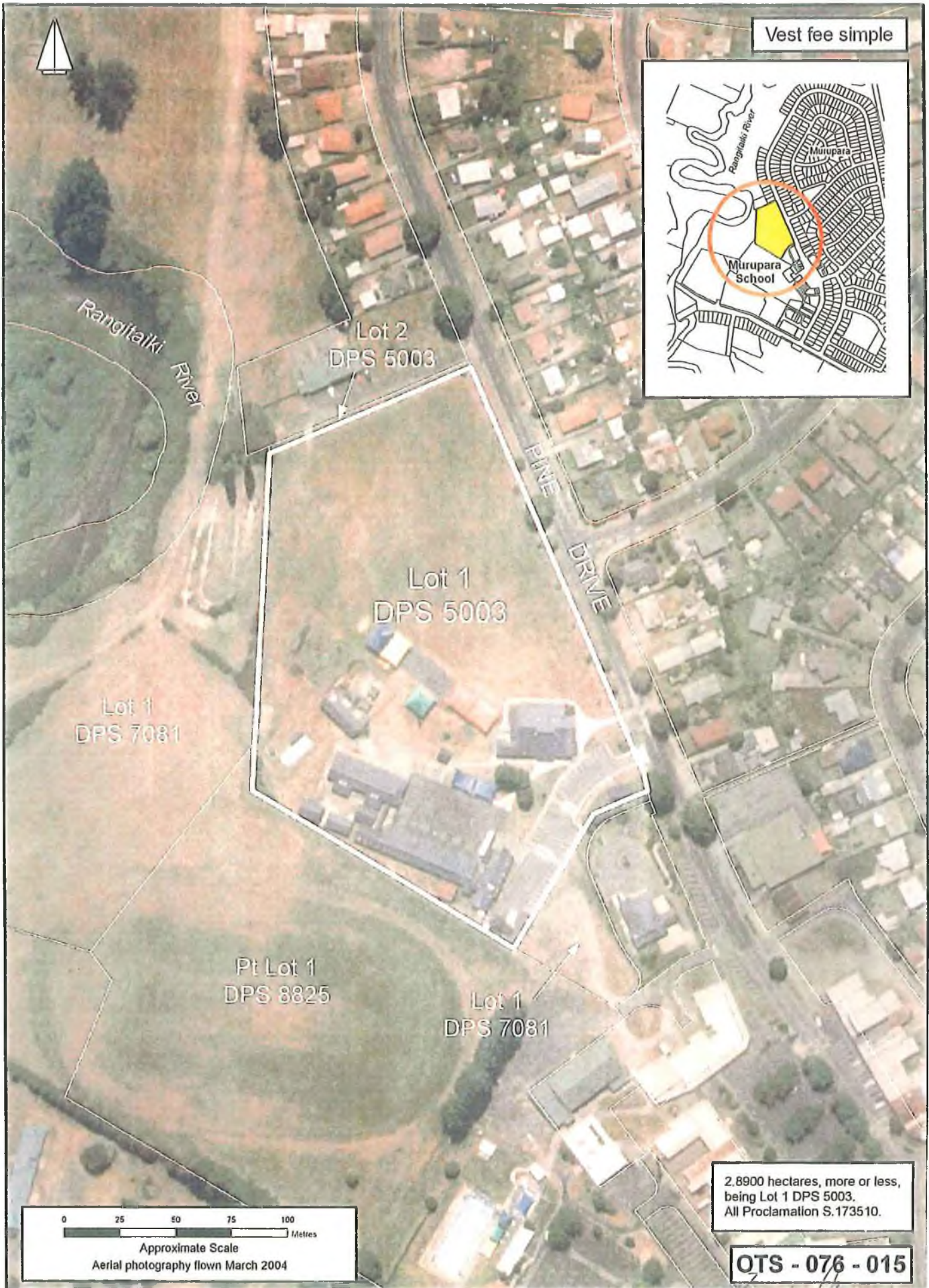
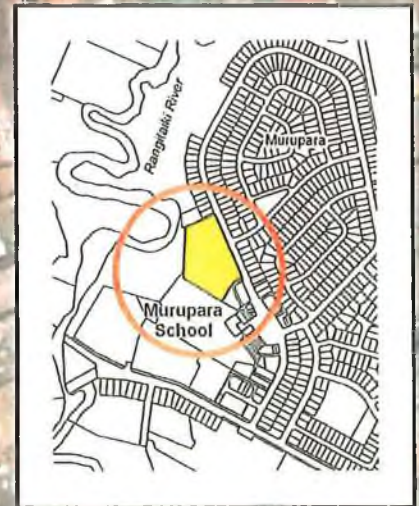
Ahiwhakamura kāinga

Areas referred to in the Deed of Settlement between
 Ngāti Manawa and the Crown

Approved as to boundaries:
[Signature]
 for Ngāti Manawa
[Signature]
 for and on behalf of the Crown



Vest fee simple



2.8900 hectares, more or less, being Lot 1 DPS 5003. All Proclamation S.173510.

OTS - 076 - 015

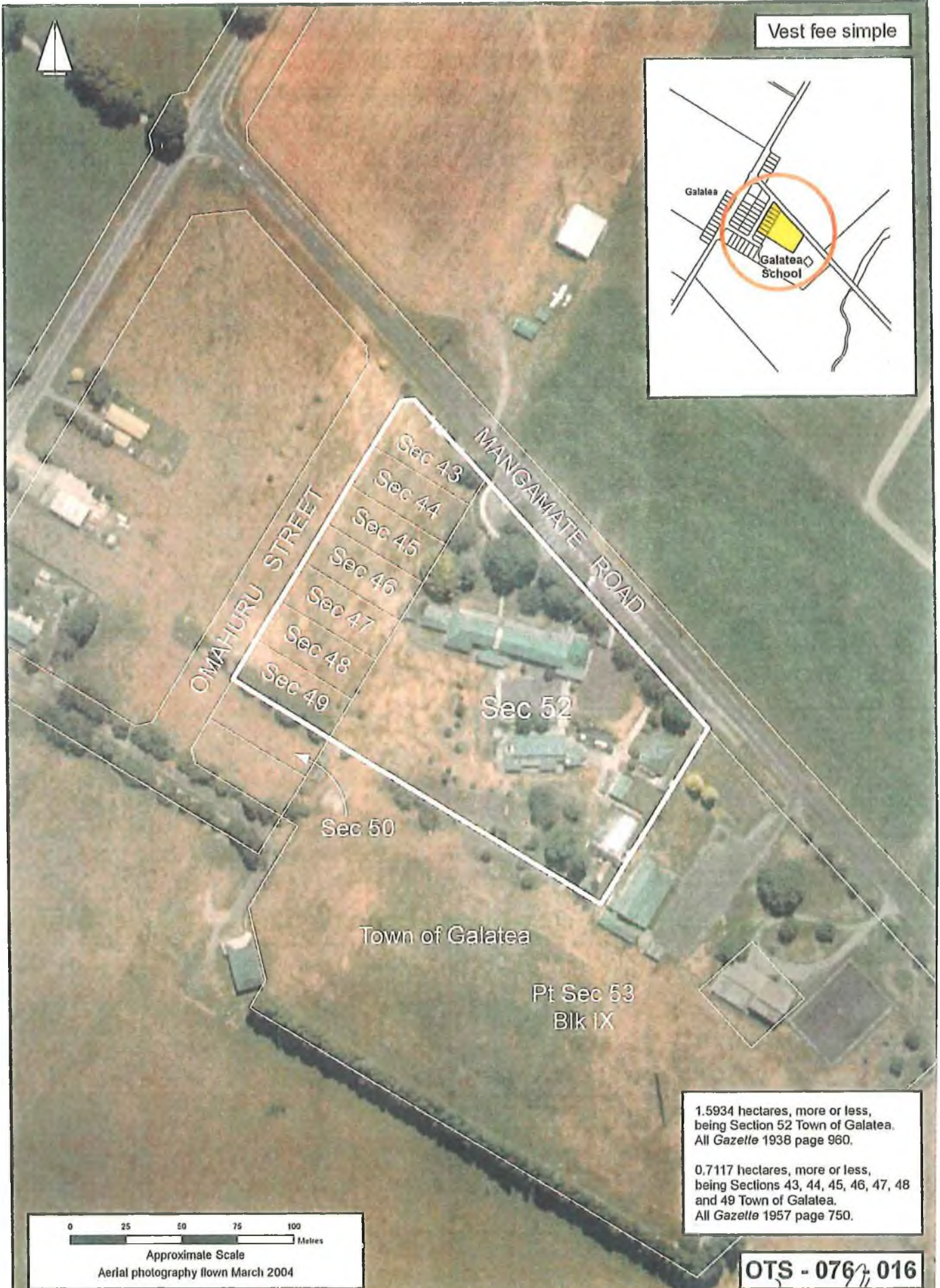
0 25 50 75 100 Metres
Approximate Scale
Aerial photography flown March 2004

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

Murupara School
Areas referred to in the Deed of Settlement between Ngāti Manawa and the Crown

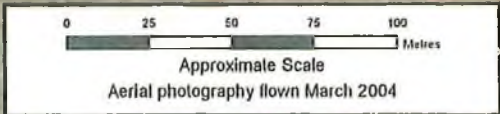
Approved as to boundaries:
[Signature]
for Ngāti Manawa
[Signature] *[Signature]*
for and on behalf of the Crown

Vest fee simple



1.5934 hectares, more or less,
being Section 52 Town of Galatea.
All Gazette 1938 page 960.

0.7117 hectares, more or less,
being Sections 43, 44, 45, 46, 47, 48
and 49 Town of Galatea.
All Gazette 1957 page 750.



OTS - 0767 016



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

Galatea School

Areas referred to in the Deed of Settlement between
Ngāti Manawa and the Crown

Approved as to boundaries:
[Signature]
for Ngāti Manawa
[Signature] 6/11/09
for and on behalf of the Crown

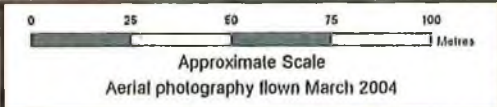
Vest fee simple



Te Kura Kaupapa
Motuhake o Tawhiuau



2.3065 hectares, more or less, being
Part Section 18, Block XIII Galatea Survey
District. All Proclamation S.207385.



OTS - 076 - 017



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

Te Kura Kaupapa Motuhake o Tawhiuau

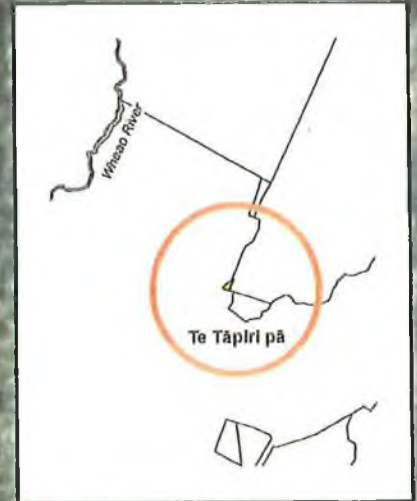
Areas referred to in the Deed of Settlement between
Ngāti Manawa and the Crown

Approved as to boundaries:
[Signature]
for Ngāti Manawa
[Signature] 6/11/09
for and on behalf of the Crown



Vest fee simple

Lot 1
DPS 55243

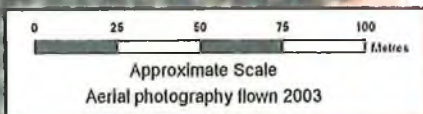


Pt Sec 2
Blk XV
Wheao SD

Pt Whirinaki 1 Sec 1

Pt Whirinaki 1 Sec 3

2 hectares, approximately, being Part Section 2 Block XV Wheao Survey District. Part Gazette 1976 page 2865. Part Whirinaki 1 Section 1 and Part Whirinaki 1 Section 3. Part Computer Freehold Register SA88/152. Subject to survey.



QTS - 076 - 018



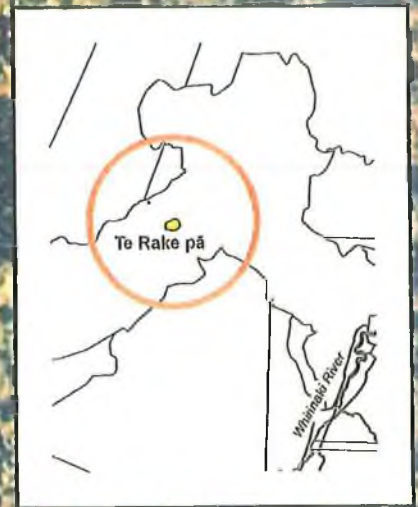
South Auckland
Land District
Territorial Authority:
Taupo District
Compiled as a graphic
representation. Boundaries
are indicative only

Te Tāpiri pā

Areas referred to in the Deed of Settlement between
Ngāti Manawa and the Crown

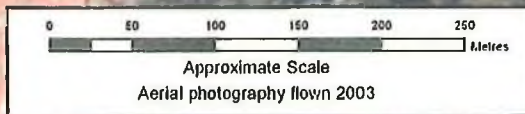
Approved as to boundaries:
[Signature]
for Ngāti Manawa
[Signature] 20/11/09
for and on behalf of the Crown

Vest fee simple



Lot 1
 DPS 55243
 SA57A/60
 Kaingaroa Forest
 Whirinaki Block

5 hectares, approximately, being
 Part Lot 1 DPS 55243.
 Subject to survey.



OTS - 076 - 019

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

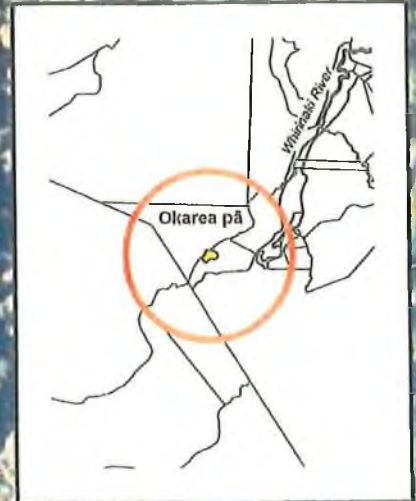
Te Rake pā

Areas referred to in the Deed of Settlement between
 Ngāti Manawa and the Crown

Approved as to boundaries:
[Signature]
 for Ngāti Manawa
[Signature] 6/11/09
 for and on behalf of the Crown



Vest fee simple

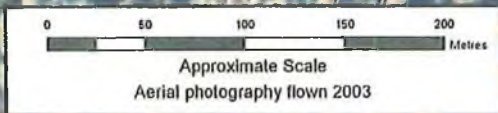


Sec 1 Blk IV
Heruiwi SD



Pt Urewera A

5 hectares, approximately, being
Part Section 1 Block IV Heruiwi
Survey District and Part Urewera A
Part Gazette 1983 page 2029.
Subject to survey.



OTS - 076 020



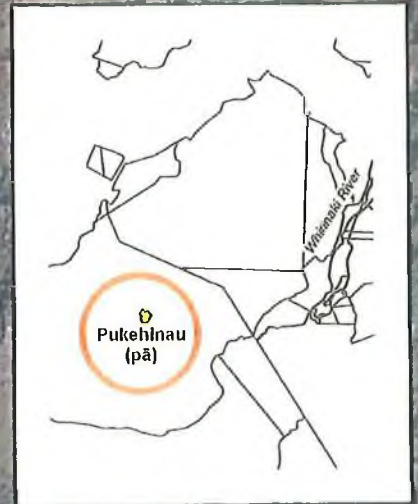
South Auckland
Land District
Territorial Authority:
Whakatane District
Compiled as a graphic
representation. Boundaries
are indicative only

Okarea pā

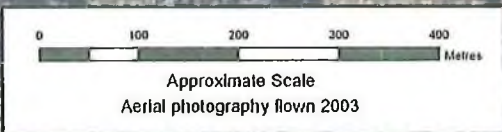
Areas referred to in the Deed of Settlement between
Ngāi Manawa and the Crown

Approved as to boundaries
[Signature]
for Ngāi Manawa
[Signature] 6.11.09
for and on behalf of the Crown

Statutory Acknowledgement and Deed of Recognition



Pt Heruwi 4B1



5 hectares, approximately, being Part Heruwi 4B1. Part Gazette 1983 page 2029.

OTS - 076, - 021



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

Pukehinau (pā)

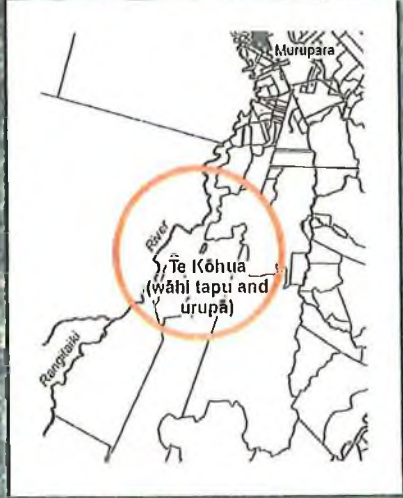
Areas referred to in the Deed of Settlement between Ngāti Manawa and the Crown

Approved as to boundaries:
[Signature]
for Ngāti Manawa
[Signature]
for and on behalf of the Crown

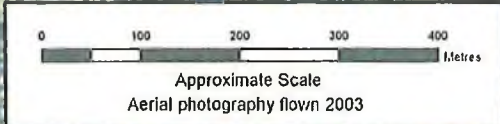
Statutory Acknowledgement and Deed of Recognition



Rangitāiki River



Pt Whiriraki 1 Sec 1



5 hectares, approximately, being Part Whiriraki 1 Section 1. Part Gazette 1932 page 2507.

OTS - 076- 022



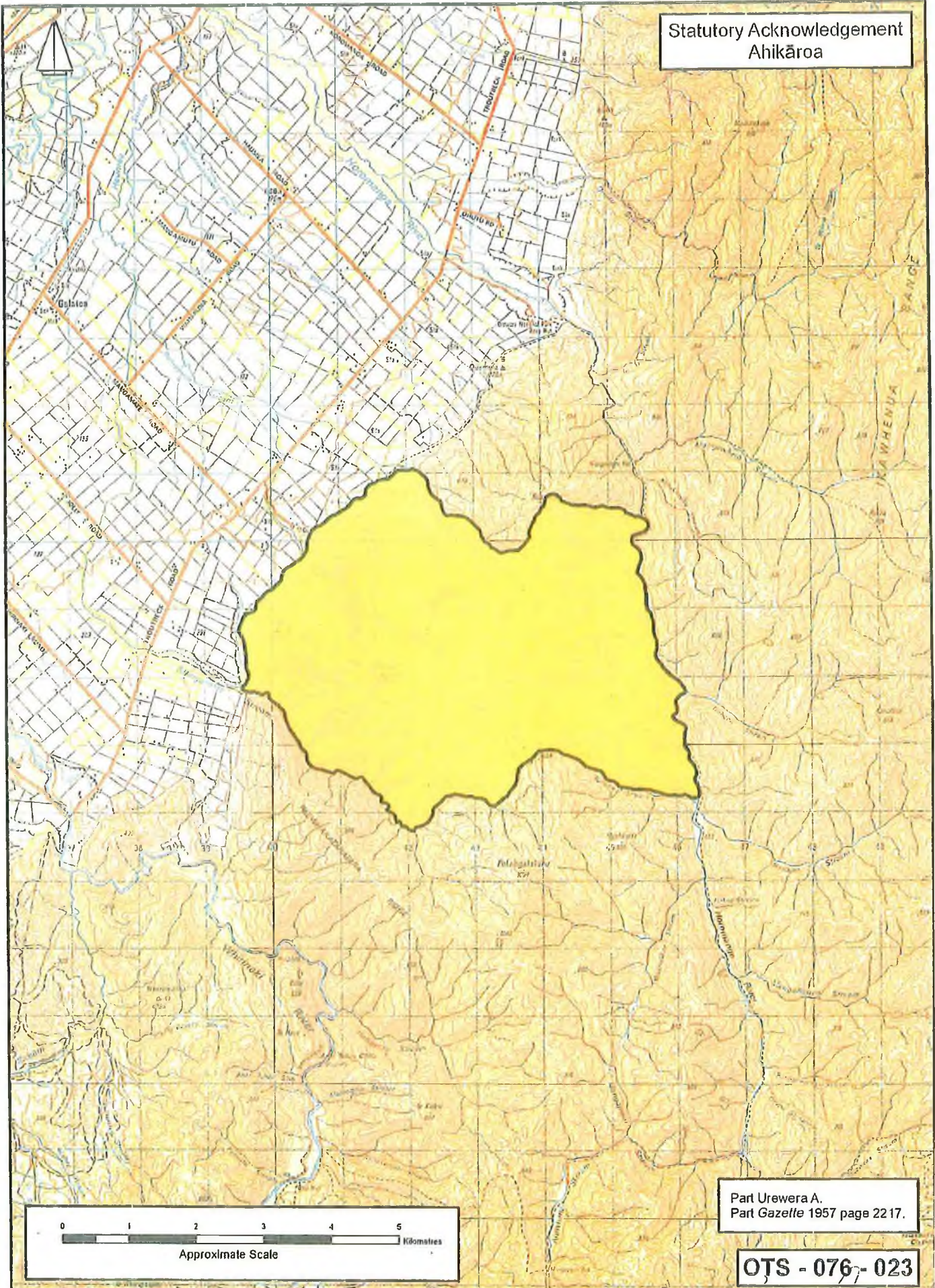
South Auckland Land District
Territorial Authority:
Whakatane District
Compiled as a graphic representation, Boundaries are Indicative only

Te Kōhua (wāhi tapu and urupā)

Areas referred to in the Deed of Settlement between Ngāti Manawa and the Crown

Approved as to boundaries:
[Signature]
for Ngāti Manawa
[Signature] 6.11.18
for and on behalf of the Crown

Statutory Acknowledgement
Ahikāroa



Part Urewera A.
Part Gazette 1957 page 2217.

OTS - 0767- 023



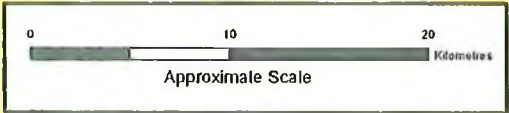
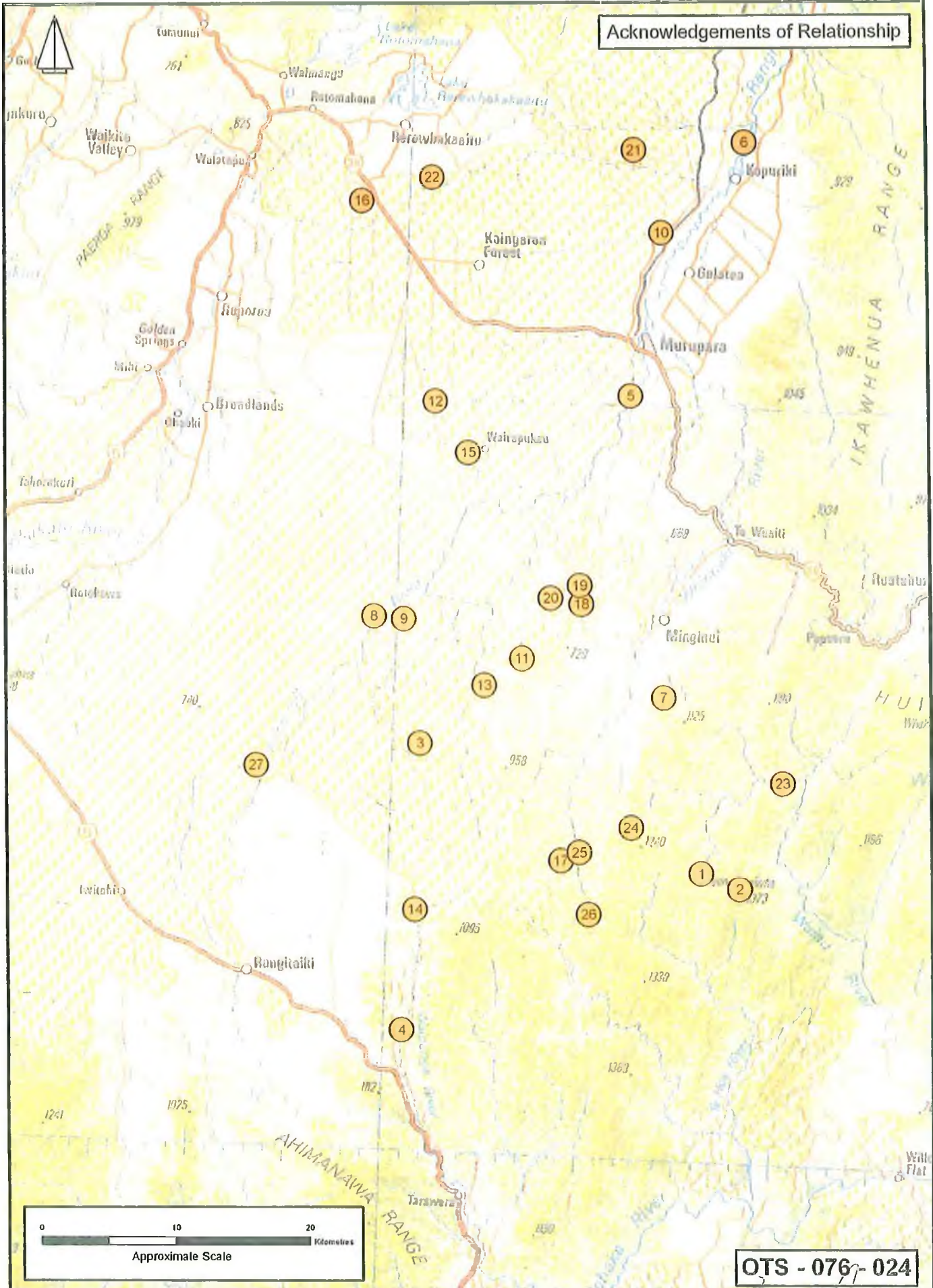
South Auckland
Land District
Territorial Authority:
Whakataane District
Compiled as a graphic
representation. Boundaries
are Indicative only

Tāwhiua

Areas referred to in the Deed of Settlement between
Ngāti Manawa and the Crown

Approved as to boundaries:
[Signature]
for Ngāti Manawa
[Signature] *[Signature]*
for and on behalf of the Crown

Acknowledgements of Relationship



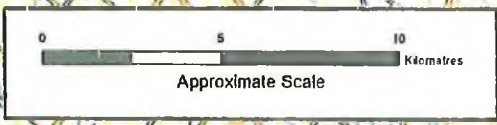
OTS - 076- 024

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

Pou Rāhui Sites
Areas referred to in the Deed of Settlement between Ngāti Manawa and the Crown

Approved as to boundaries:
[Signature]
for Ngāti Manawa
[Signature]
for and on behalf of the Crown

Statutory Acknowledgement and Deed of Recognition



OTS - 076 - 025

 South Auckland
Land District
Territorial Authority:
Taupo & Whakatane District
Compiled as a graphic
representation. Boundaries
are indicative only

Rangitaiki River

Areas referred to in the Deed of Settlement between
Ngāti Manawa and the Crown

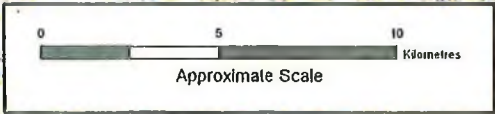
Approved as to boundaries
[Signature]
for Ngāti Manawa
[Signature] 11/11/09
for and on behalf of the Crown

Statutory Acknowledgement and Deed of Recognition

Confluence with the Rangitaki River

Whirinaki River

Extent of Area of Interest



OTS - 076 / 026

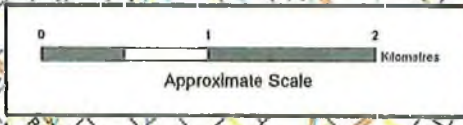
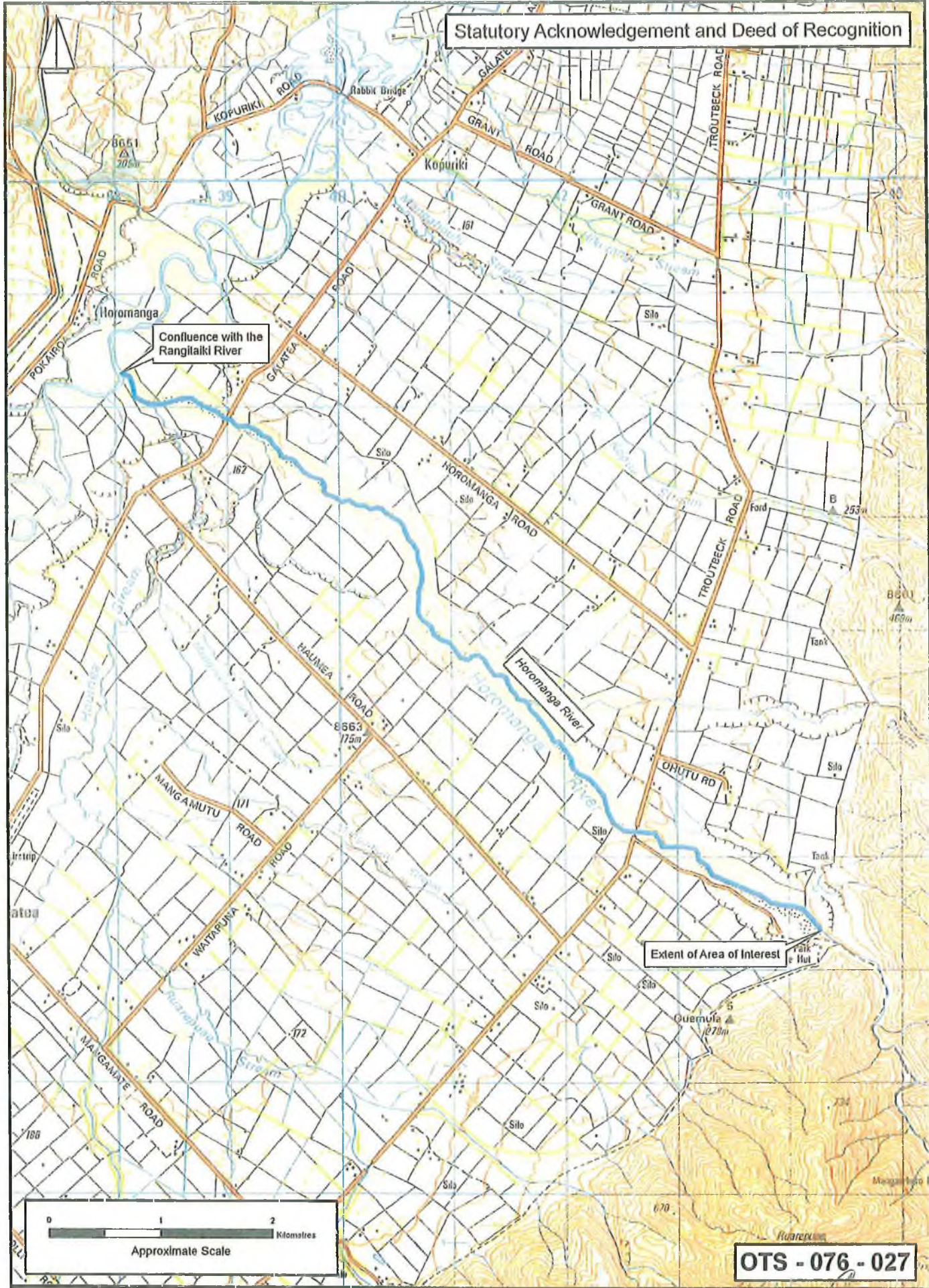
South Auckland Land District
Territorial Authority:
Taupo & Whakalane District
Compiled as a graphic representation. Boundaries are indicative only.

Whirinaki River

Areas referred to in the Deed of Settlement between Ngāti Manawa and the Crown

Approved as to boundaries
for Ngāti Manawa
for and on behalf of the Crown

Statutory Acknowledgement and Deed of Recognition



OTS - 076 - 027



South Auckland Land District
Territorial Authority:
Whakatane District
Compiled as a graphic representation. Boundaries are Indicative only

Horomanga River

Areas referred to in the Deed of Settlement between Ngāti Manawa and the Crown

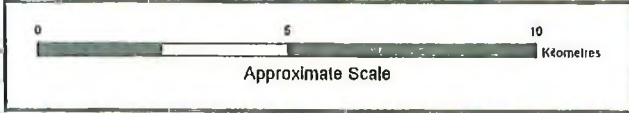
Approved as to boundaries:
[Signature]
for Ngāti Manawa
[Signature] 6/11/19
for and on behalf of the Crown

Statutory Acknowledgement and Deed of Recognition

Confluence with the Rangitai River

Wheao River

Extent of Area of Interest



OTS - 076 - 028



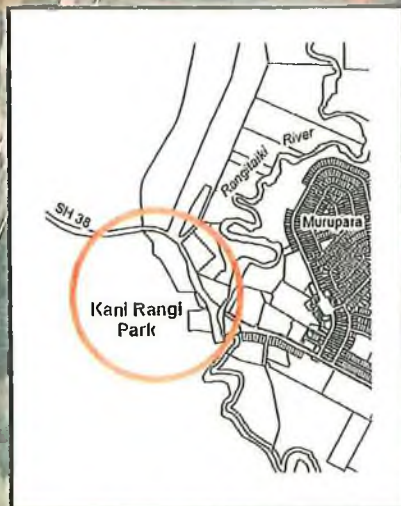
South Auckland Land District
Territorial Authority:
Taupo & Whakatane District
Compiled as a graphic representation. Boundaries are Indicative only

Wheao River

Areas referred to in the Deed of Settlement between Ngāti Manawa and the Crown

Approved as to boundaries:
[Signature]
for Ngāti Manawa
[Signature] 6.11.09
for and on behalf of the Crown

Vest fee simple



Lot 1
DPS 68046

Pt Lot 2
DPS 44735

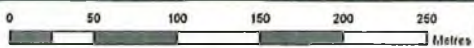
Lot 2
DPS 68046

Pt Lot 1
DPS 64349

Lot 1
DPS 64349
Kaingaroa Forest
Caves Block

Pt Lot 2
DPS 44735

7.7 hectares, approximately, being Parts
Lot 2 DPS 44735 and Pt Lot 1 DPS 64349.
Subject to survey.



Approximate Scale

Aerial photography flown March 2004

OTS - 076 - 029



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

Kani Rangī Park

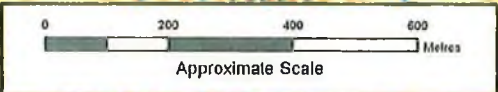
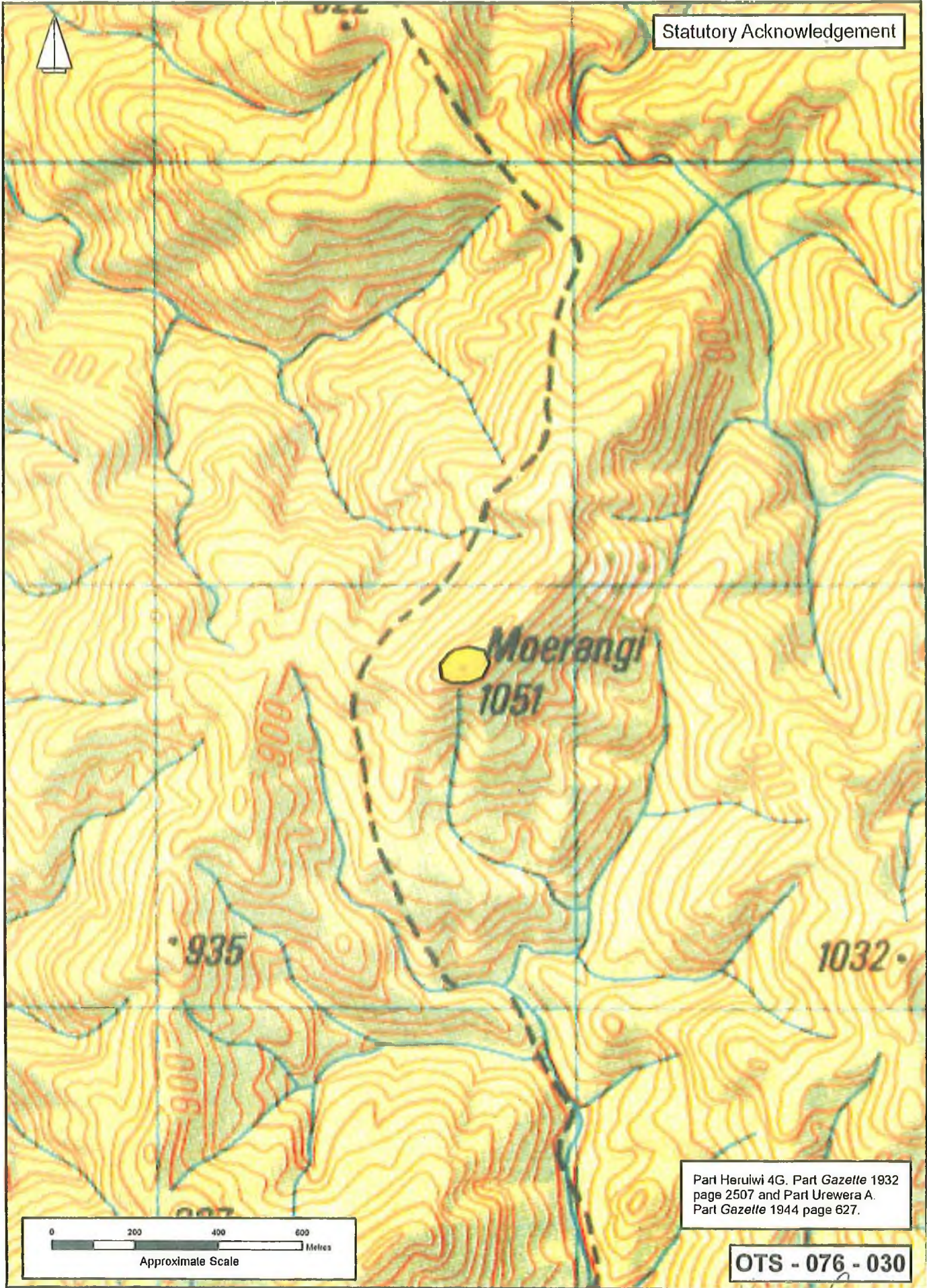
Areas referred to in the Deed of Settlement between
Ngāti Manawa and the Crown

Approved as to boundaries:

[Signature]
for Ngāti Manawa

[Signature]
for and on behalf of the Crown

Statutory Acknowledgement



Part Heruwi 4G, Part Gazette 1932
page 2507 and Part Urewera A.
Part Gazette 1944 page 627.

OTS - 076 - 030



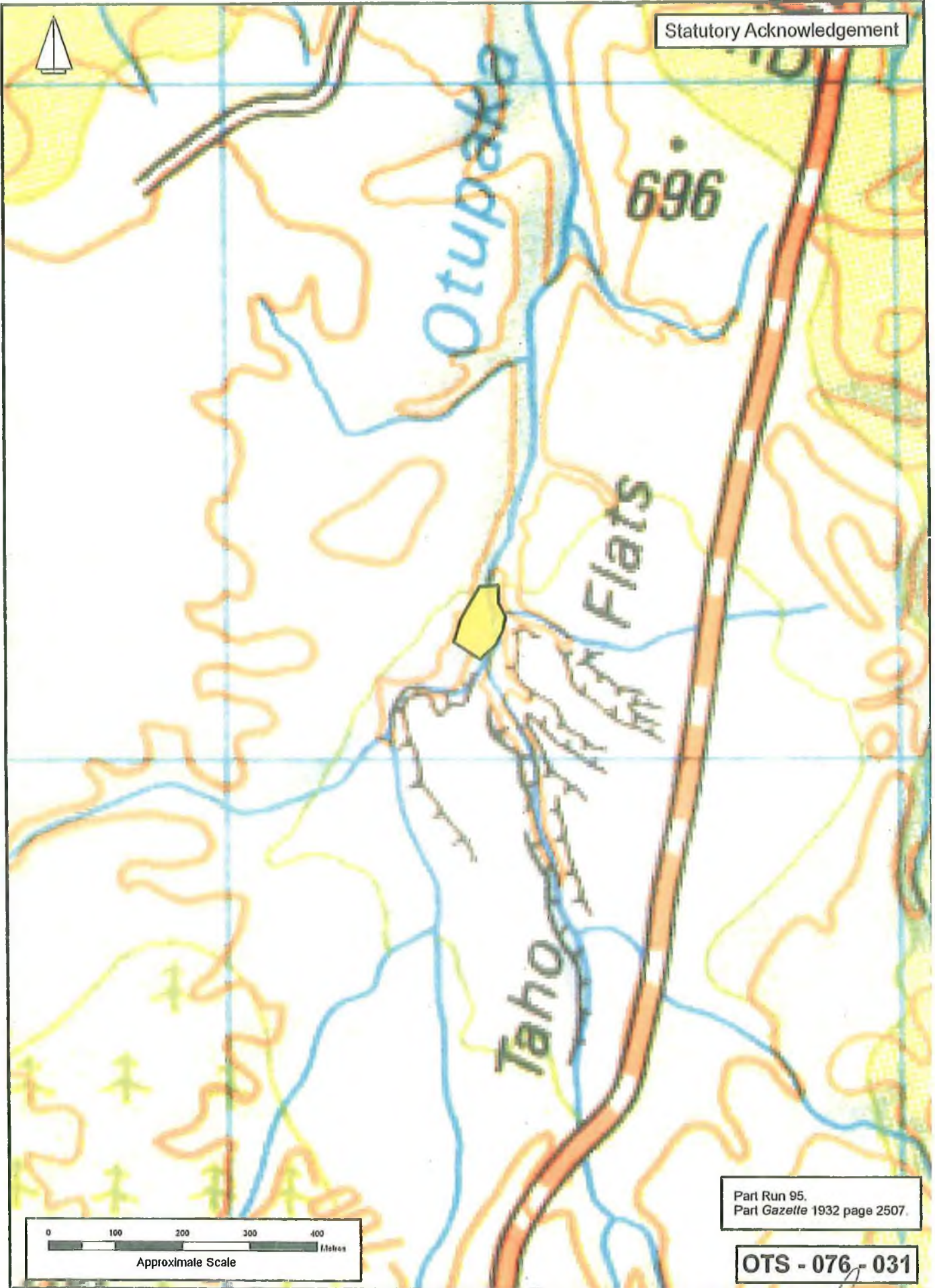
South Auckland
Land District
Territorial Authority:
Whakatane & Waioa District
Compiled as a graphic
representation. Boundaries
are Indicative only

Moerangi

Areas referred to in the Deed of Settlement between
Ngāti Manawa and the Crown

Approved as to boundaries:
[Signature]
for Ngāti Manawa
[Signature] 6.11.18
for and on behalf of the Crown

Statutory Acknowledgement

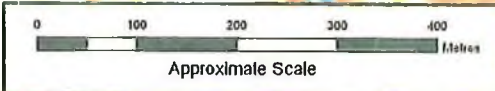


696

Otupaka

Flats

Taho



Part Run 95.
Part Gazette 1932 page 2507.

OTS - 076 - 031

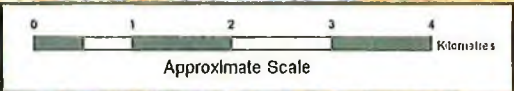
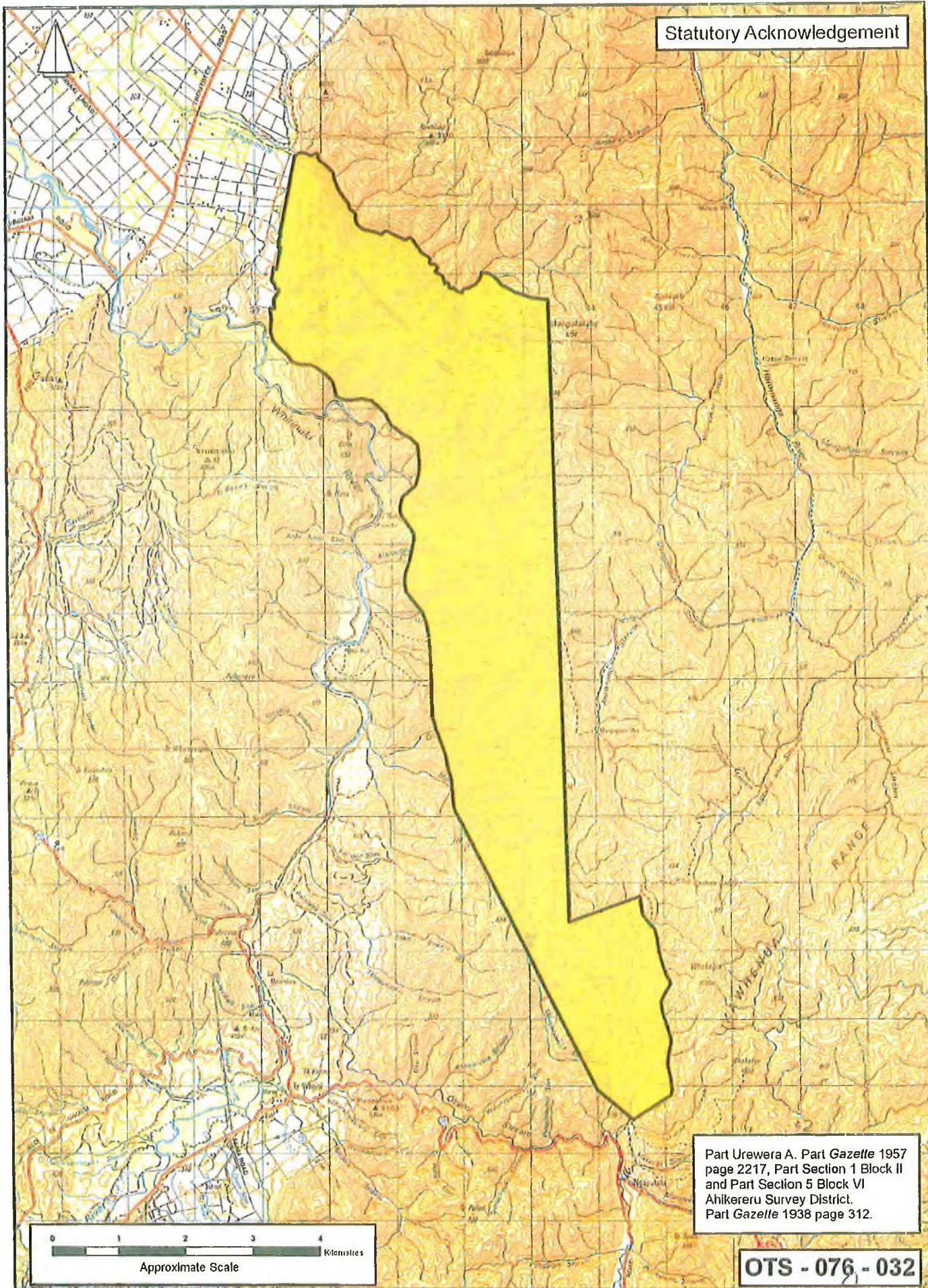


South Auckland
Land District
Territorial Authority:
Taupo District
Compiled as a graphic
representation. Boundaries
are indicative only

Tawhaitari

Areas referred to in the Deed of Settlement between
Ngāti Manawa and the Crown

Approved as to boundaries:
[Signature]
for Ngāti Manawa
[Signature] for and on behalf of the Crown




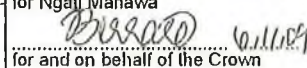
Part Urewera A. Part Gazette 1957
 page 2217, Part Section 1 Block II
 and Part Section 5 Block VI
 Ahikereru Survey District.
 Part Gazette 1938 page 312.

OTS - 076 - 032

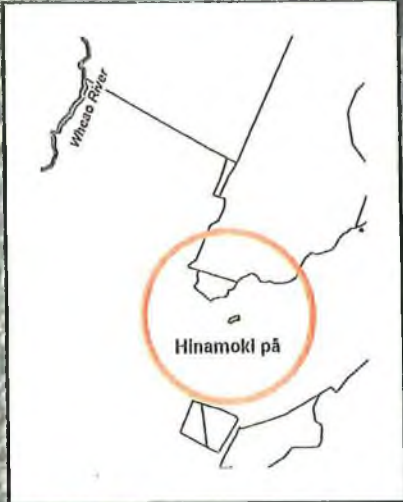
 South Auckland
 Land District
 Territorial Authority:
 Whakatane District
 Compiled as a graphic
 representation. Boundaries
 are Indicative only

Otairi

Areas referred to in the Deed of Settlement between
 Ngāti Manawa and the Crown

Approved as to boundaries:

 for Ngāi Manawa

 for and on behalf of the Crown

Vest fee simple

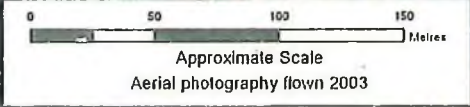


Lot 1
DPS 55243
SA57A/60
Kaingaroa Forest
Whirinaki Block



ML 22092

1.0882 hectares, approximately, being the area shown as Whirinaki 1 Section 3A on ML 22092. Part Gazette 1984 page 643. Subject to survey.



OTS - 076 - 033



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

Hinamoki pā

Areas referred to in the Deed of Settlement between
Ngāti Manawa and the Crown

Approved as to standards:
[Signature]
for Ngāti Manawa
[Signature] 6.11.09
for and on behalf of the Crown