

NGATI POROU

and

**TE RUNANGANUI O NGATI POROU TRUSTEE LIMITED
as trustee of TE RUNANGANUI O NGATI POROU**

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS**



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1 STATEMENTS OF ASSOCIATION

1 STATEMENTS OF ASSOCIATION

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

A. **Waiapu River (as shown on deed plan OTS-526-19) and its tributaries, upstream of the coastal marine area.**

1. The Waiapu River is a symbol of Ngati Porou identity as expressed in the pepeha, "Ko Hikurangi te maunga, ko Waiapu te awa, ko Ngati Porou te iwi". It is of immense spiritual, cultural and traditional significance to Ngati Porou.
2. Ngati Porou tradition relates that there has been an undisturbed relationship with the Waiapu River since the time of Maui. Ngati Porou hapu continue to occupy the lands within the Waiapu Valley, Te Riu o Waiapu, and exercise kaitiakitanga for the river and its tributaries. The numerous hapu traditionally associated with the lands alongside the Waiapu River have always been responsible for protecting the mauri of the river.
3. The Waiapu River drains a catchment of approximately 1,685 square kilometres. It flows in a north-easterly direction and enters the Pacific Ocean near Rangitukia. The tributaries of the Waiapu River include the Tapuwaeroa, Mata, Mangaoporo, Poroporo, Wairoa, Maraehara rivers and the Paoaruku stream. There are extensive Ngati Porou historical and cultural associations attaching to these waterways as well.
4. The Waiapu River has been a source of sustenance for Ngati Porou hapu, providing water, and various species of fish, including kahawai. The kahawai fishing techniques practised at the mouth of the Waiapu River are sacred activities distinct to the Waiapu.
5. Taniwha are known to dwell in the river. Kotuwainuku and Kotuwairangi, and other taniwha such as Ohinewaiapu, protect the river and, in turn, the Ngati Porou hapu of the Waiapu Valley.
6. The saying "*Waiapu Koka huhua*", refers to the Waiapu Valley which is famous for its many female leaders of the Ngati Porou hapu and iwi. The Waiapu River is central to the hapu of Te Riu o Waiapu and serves to link and unite those on one side of the river with those on the other side – "tena paparinga ki tena paparinga".

B. **Uawa River (as shown on deed plan OTS-526-20) and its tributaries, upstream of the coastal marine area.**

1. The Uawa River, also known as the Uawanui-a-Ruamatua, has great spiritual, cultural, traditional, and economic significance for Te Aitanga a Hauiti.
2. Te Aitanga a Hauiti have occupied the lands along the Uawa River, its reaches and tributaries, for generations.
3. The Uawa River rises as the Waiapu River in Waingaromia, at an altitude of 500-600m. The Waiapu flows for approximately 40 kilometres in an easterly direction, reaching the small settlement of Hikuwai. From there, the river is called the Hikuwai River, and flows in a southerly direction close to the settlement of Mangatuna. From the confluence there with the Mangatokerau River, it becomes the Uawa River which flows for about 10 kilometres passing through the township of Uawa or Tolaga Bay, to the Pacific Ocean.



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4. Uawanui-a-Ruamatua means "The great landing place of Ruamatua" and evokes the traditions of Hawaiki and the deity, 'Rua of Great Abundance'. Uawanui-a Ruamatua is mentioned in the whakaoriori for Tuaroa:

"Nau mai, whanakerawhiti taua;

Taunga atu Uawanui-a-Rua, ko ko Rongowhaikino tena,

Hei take hangai atura mo tama.

E rere ki a Kahutiaterangi, ki a Porouariki,

Na Pouhenitaua, e tama"

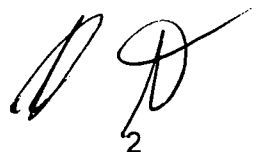
"Welcome and let us travel East;

To arrive at the great landing place of Rua (matua) where dwells Rongowhaikino,

The real reason we journey young man.

Speed on to Kahutiaterangi, to Porouariki,

We are both from Pouheni, oh son".
5. Integral to the identity of Te Aitanga-a-Hauiti are the spiritual kaitieki who reside in the river. Hinekura dwells in the upper reaches of the Uawa, while Hinekiuta travels along the river revealing herself when a person passes away. Two other taniwha, Uawe-ki-uta and Manawapau, are mentioned in the lament by Rangiua for his son Tuterangiwhaitiri.
6. The Uawa River feeds subterranean fresh water springs at Wairoro and Tokamapuhia. Wairoro was the sacred washing spring used by tohunga for thanksgiving ceremonies.
7. The remains of the eponymous ancestor, Hauiti, were interred in a cave, Te Ana o Hauiti, on the southern bank of the river close to the present day Rawheoro Marae. The Waipapa stepping stones at Mangatuna are located at the place where the ancestor Apanui-Waipapa died.
8. The rangatira Te Kani-a-Takirau lived in pa along the northern bank, namely Taumata-a-kuri, Wairoro, and Paratenohonoa. He enforced strict protocols over trade on the river. In particular, he monitored the early flax trading established between Uawa and other areas in New Zealand and Sydney, Australia.
9. The Uawa River has always been a pataka kai for Te Aitanga-a-Hauiti; kanae, kuku, patiki, mako and tuna being plentiful.
10. Te Aitanga-a-Hauiti have long occupied the lands along the Uawa River, and have always utilised and cared for the river. They continue to exercise kaitiekitanga and mana in respect of the river and its tributaries.



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1 STATEMENTS OF ASSOCIATION

- C. Turanganui River and Waimata River (as a tributary of the Turanganui River) (as shown on deed plan OTS-526-17) and their tributaries (to the extent that this area is within the area of interest), upstream of the coastal marine area.**
1. The Turanganui River and the Waimata River that flows into it, form the south-western most extent of the Ngati Porou tribal boundary, at Turanga (Gisborne). Te Toka a Taiau, a large rock that was situated in the mouth of the Turanganui River, is one of the markers that is cited when referring to the reach of the Ngati Porou tribal rohe, "Mai i Potikirua ki Te Toka a Taiau" – "From Potikirua (in the north) to Te Toka a Taiau (in the south)". Taiau, after whom the rock was named, was a descendant (great-grandson) of Porourangi, the eponymous ancestor of Ngati Porou.
 2. Successive generations of Ngati Porou have occupied and utilised the land adjacent to the rivers on the eastern banks. Important Ngati Porou ancestors are associated with and exercised kaitiekitanga over this area. They include Hamoterangi, the wife of Porourangi, Ueroa, Taiau himself, and his son Tamahinengaro and grandson Mokaiaporou, Rakaiatane, and Hauiti. Ngati Oneone, the hapu acknowledged by Ngati Porou as occupying the eastern banks of the Turanganui River and lower Waimata River, descends from all these Ngati Porou ancestors. Ngati Konohi and Te Aitanga a Hauiti are associated with the upper reaches of the Waimata River.
 3. The rivers have over time been a source of fish, shellfish and other sustenance for the resident hapu. They have provided a means of access to places along their banks and into the interior Ngati Konohi and Te Aitanga a Hauiti lands. They were also a base for trading and commerce. The rivers were and continue to be places of recreation and sport.
 4. The Turanganui River and the Waimata River are of great spiritual, cultural, traditional, historical and commercial significance to Ngati Porou. They are integral to the identity of Ngati Porou and the hapu traditionally associated with lands along their banks. The rivers are natural features which Ngati Porou regards as part of the boundary with neighbouring iwi of Turanganui-a-Kiwa.



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2 PROTOCOLS

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2 PROTOCOLS: CONSERVATION PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF CONSERVATION REGARDING NGATI POROU AND THE DEPARTMENT OF CONSERVATION

1 INTRODUCTION

Ngati Porou

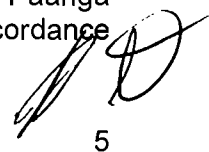
- 1.1 Ngati Porou has cultural, spiritual, traditional and historic associations with the land, waters and indigenous flora and fauna within the Ngati Porou Protocol Area ("the Protocol Area"), and accept a responsibility as kaitiaki under tikanga Maori to preserve, protect, and manage natural and historic resources.
- 1.2 Ngati Porou wishes to express the following four principles:
 - 1.2.1 Toitu te Mana Atua (Principle 1): Ngati Porou natural and historic resources are cared for, managed, and promoted in a manner that is consistent with Ngati Porou tikanga and will benefit future generations;
 - 1.2.2 Toitu te Mana Whenua (Principle 2): Ngati Porou natural and historic resources are actively cared for, managed, and promoted in a manner that respects their origins and connections to particular Ngati Porou whanau and hapu of Ngati Porou;
 - 1.2.3 Toitu te Mana Tangata (Principle 3): Ngati Porou natural and historic resources are accessed and utilised in a manner which is consistent with the tikanga of Ngati Porou whanau and hapu; and
 - 1.2.4 Toitu te Tiriti o Waitangi (Principle 4): Consistent with the partnership principle underlying te Tiriti o Waitangi/the Treaty of Waitangi, Ngati Porou and the Minister have entered into this protocol in good faith and as equals. Ngati Porou and the Minister acknowledge that they are obliged to give effect to this Protocol and to act in good faith, fairly, reasonably and honourably towards each other.

The Department of Conservation Te Papa Atawhai

- 1.3 The Department of Conservation *Te Papa Atawhai* ("the Department") is the Crown agency responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders. Conservation Legislation must be interpreted and administered so as to give effect to the principles of the Treaty of Waitangi, to the extent that those principles are consistent with the Conservation Legislation.

Deed of Settlement

- 1.4 Under the Deed of Settlement dated [] between Ngati Porou, the Governance Entity and the Crown (the "Deed of Settlement"), the Crown:
 - 1.4.1 agreed a strategic partnership in the form of co-authorship of a separate section of the East Coast Bay of Plenty conservation management strategy, to be known as nga Whakahaere Takirua mo nga Paanga Whenua o Ngati Porou ("nga Whakahaere Takirua") for nga Paanga Whenua o Ngati Porou. When this document is operative the Department will administer and manage nga Paanga Whenua o Ngati Porou, and other natural and historic resources in accordance



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with nga Whakahaere Takirua as required by s17A(b) of the Conservation Act 1987. Nga Whakahaere Takirua will set the policy and planning framework for management; and

- 1.4.2 agreed that the Minister of Conservation (the "Minister") would issue a Protocol ("the Protocol") setting out the basis upon which the Department will interact with the Governance Entity across the Protocol Area (Attachment A) (the "Protocol Area").

This Protocol

- 1.5 Consistent with the partnership principle underlying te Tiriti o Waitangi/the Treaty of Waitangi, Ngati Porou and the Minister have entered into this Protocol in good faith and as equals. Ngati Porou and the Minister acknowledge that they are obliged to give effect to this Protocol and to act in good faith, fairly, reasonably and honourably towards each other.
- 1.6 This Protocol sets out how Ngati Porou, the Minister, the Director-General, and the Department will work together to develop a positive, collaborative, and enduring relationship in good faith as Treaty partners:
 - 1.6.1 in respect of conservation matters within the Protocol Area;
 - 1.6.2 to contribute to the Crown's recognition of the ongoing and enduring mana of Ngati Porou in respect of conservation matters in the Protocol Area; and
 - 1.6.3 to implement nga Whakahaere Takirua and to ensure its effectiveness as a governance tool.

2 NGA WHAKAHAERE TAKIRUA FOR NGA PAANGA WHENUA O NGATI POROU

- 2.1 The Director-General and the Governance Entity will engage within 12 months of the settlement date to plan their joint authorship of nga Whakahaere Takirua.
- 2.2 The process for the notification, consultation with others and approval of nga Whakahaere Takirua is set out in detail in sections 23 to 31 of the Settlement Legislation.
- 2.3 When nga Whakahaere Takirua is operative the Department will report annually on its management of the land, and other natural and historic resources in accordance with nga Whakahaere Takirua.

3 IMPLEMENTATION AND COMMUNICATION

- 3.1 Departmental managers and the Governance Entity will meet within 12 months of the settlement date to discuss the implementation of the Protocol and the implications for the ongoing relationship between the Department and the Governance Entity, unless the parties agree not to meet.
- 3.2 The Department will maintain effective and efficient communication with the Governance Entity on an ongoing basis by:
 - 3.2.1 maintaining a record of the Governance Entity's office holders, and their addresses and contact details;



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- 3.2.2 discussing with the Governance Entity concerns and issues notified by the Governance Entity about this Protocol;
- 3.2.3 appointing the Area Office Manager as the primary departmental contact for the Governance Entity who will act as a liaison person with other departmental staff and be the point of contact for business planning matters set out in clause 5;
- 3.2.4 arranging annual meetings between the Area Manager and the Conservator and the Governance Entity, at which the Area Manager will:
 - (a) present a synopsis of the Department's work programme as it relates to the Protocol Area and invite feedback; and
 - (b) involve the Governance Entity in business planning in accordance with clause 5.2;
- 3.2.5 providing other reasonable opportunities for the Governance Entity to meet with the Director-General or delegate and other departmental managers and staff from time to time and as matters arise or at the Governance Entity's request;
- 3.2.6 providing an annual report to the Governance Entity as set out in clause 2.3;
- 3.2.7 training relevant staff and briefing Conservation Board and New Zealand Conservation Authority members on the content of the Protocol;
- 3.2.8 where relevant, informing other organisations with whom it works, central government agencies and conservation stakeholders about this Protocol and the Ngati Porou settlement, and provide ongoing information;
- 3.2.9 advising the Governance Entity of any departmental policy directions and the receipt of any research reports relating to matters of interest to Ngati Porou within the Protocol Area, and provide copies of such documents to the Governance Entity to study those reports; and
- 3.2.10 inviting the Governance Entity to participate in specific departmental projects, including education, volunteer and conservation events that may be of interest to Ngati Porou.

4 MEETINGS

- 4.1 The parties will jointly confirm the meetings and meeting agendas.
- 4.2 The location of meetings will be mutually agreed by the parties. Each party will cover their own costs in relation to any meetings between the parties.

5 BUSINESS PLANNING

- 5.1 The Department's annual business planning process determines the Department's work priorities.
- 5.2 The Department will involve the Governance Entity in business planning relating to the Protocol Area, including by:



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- 5.2.1 providing the Governance Entity with background information that is sufficient to enable it to participate fully in the process, timelines and objectives associated with the Department's business planning process; and
- 5.2.2 implementing the following process for identifying and/or developing projects:
- (a) the Department and the Governance Entity will use their best endeavours to agree, on an annual basis, projects for the upcoming business year;
 - (b) the agreed projects for the upcoming business year will be taken forward by the Department into its business planning process and the Department will consider the agreed projects;
 - (c) the decision on which projects will be funded in any business year will be made by the General Manager Operations on the recommendation of the conservator;
 - (d) for any project the Department decides to proceed with the Governance Entity and the Department will meet again to finalise a work plan, timetable and funding before implementation of the specific project in that business year, in accordance with the resources which have been allocated in the business plan; and
 - (e) if the Department decides not to proceed with any project it will communicate to the Governance Entity the factors that were taken into account in reaching that decision; and
- 5.2.3 the Department will also approach the Governance Entity with potential departmental projects in the Protocol Area to seek the Governance Entity's views on those projects, and to discuss if the Governance Entity would wish to be involved in or to contribute to those projects.

VESTED LANDS SUBJECT TO THE MANAGEMENT AGREEMENT

- 5.3 Where the Director-General has agreed to provide management services under the Management Agreement for the public conservation lands vested in fee simple in the Governance Entity under the Settlement Legislation to be administered as reserves ("the Vested Lands subject to the Management Agreement"), the work plan for the provision of those services will be dealt with as part of the annual business planning process.

6 MANAGEMENT PLANNING

- 6.1 As part of the Department's business planning process, the Department will, in conjunction with the Governance Entity, review or create any Conservation Management Plans or Reserve Management Plans, within the Protocol Area.

Reserve Management Plans for Reserve Land

- 6.2 The Governance Entity will prepare a Reserve Management Plan in conjunction with the Department for all of the reserve land vested in the Governance Entity under the Settlement Legislation.



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7 VISITOR AND PUBLIC INFORMATION

- 7.1 The Department shares its knowledge about natural and historic heritage with visitors and the general public. This is to increase their enjoyment and understanding of this heritage, and to develop their awareness of the need for its conservation.
- 7.2 In providing public information, interpretation services and facilities for visitors on the land it manages, the Department acknowledges the importance to the Governance Entity of their cultural, traditional and historic values, the principles expressed in clause 1.2, and the association of Ngati Porou with the land and resources the Department administers within the Protocol Area.
- 7.3 The Department will work with the Governance Entity at the Area Office level to encourage respect for Ngati Porou cultural heritage values by:
- 7.3.1 jointly working with the Governance Entity to raise public awareness of positive conservation partnerships between the Governance Entity, the Department and other stakeholders, for example, by way of publications, presentations, and seminars;
 - 7.3.2 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 from it;
 - (b) making decisions jointly with the Governance Entity regarding the use of information about Ngati Porou values for new interpretation panels, signs and visitor publications;
 - (c) correcting information supplied by or about Ngati Porou where requested by the Governance Entity;
 - (d) informing the Governance Entity of the Department's volunteer conservation events and programmes; and
 - (e) providing for participation of Ngati Porou in the Department's volunteer conservation events and programmes where the Governance Entity expresses an interest in participation.

8 SITES OF SIGNIFICANCE

- 8.1 The Department and the Governance Entity will work in partnership to develop a process to jointly protect wahi tapu areas identified by the Governance Entity within the Protocol Area.
- 8.2 The Governance Entity considers that their wahi tapu and other places of cultural heritage significance are taonga, and the Department will respect the great significance of these taonga by fulfilling the obligations contained in this clause of the Protocol.
- 8.3 Where Ngati Porou request, information relating to Ngati Porou sites of significance will be treated in confidence by the Department in order to preserve the wahi tapu nature of places.



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- 8.4 In relation to wahi tapu and other places of significance on lands administered by the Department, the Department and the Governance Entity will work in partnership to endeavour to ensure that:
- 8.4.1 sites are protected and are not desecrated or damaged;
 - 8.4.2 sites are recorded where appropriate, to seek to ensure that they are protected;
 - 8.4.3 the Governance Entity is informed if taonga or koiwi are found within the Protocol Area; and
 - 8.4.4 the Department and the Governance Entity will jointly oversee the conservation of sites of significance to Ngati Porou according to Ngati Porou tikanga and professional standards.
- 8.5 The Department and the Governance Entity will use their best endeavours to agree on the processes provided for or envisaged by clauses 8.1 and 8.4.

CULTURAL MATERIALS

- 8.6 The Minister and/or Director-General shall:
- 8.6.1 work in partnership with the Governance Entity to develop and agree a process to authorise members of Ngati Porou to access and use cultural materials within the 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;
 - 8.6.2 agree, where appropriate, for the Governance Entity to have access to cultural materials which become available as a result of departmental operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death or otherwise through natural causes; and
 - 8.6.3 where people who are not Ngati Porou apply for access to materials that are considered cultural materials by Ngati Porou, the Minister and/or Director-General will consult with the Governance Entity and have regard to its views.
- 8.7 The Department will in partnership with the Governance Entity:
- 8.7.1 identify for development areas administered by the Department which may be suitable as sites for revegetation planting of plants suitable for cultural use including establishment of pa harakeke;
 - 8.7.2 assist the Governance Entity to obtain plant material for propagation and provide advice to the Governance Entity in the establishment of its own cultivation areas; and
 - 8.7.3 provide ongoing advice to the Governance Entity for the management of the plants, grown for cultural purposes.
- 8.8 The Department and the Governance Entity shall jointly develop procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation and appropriate tikanga.



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- 8.9 The Department will waive or reduce any recovery of authorisation costs for collection by Ngati Porou of cultural material.

9 SPECIES MANAGEMENT

- 9.1 One of the Department's primary objectives is to ensure the survival of indigenous species and their genetic diversity. 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.
- 9.2 In recognition of the cultural, spiritual, historical and/or traditional association of the Governance Entity with species found within the Protocol Area for which the Department has responsibility, the Department shall:
- 9.2.1 manage and implement the recovery programme in consultation with the Governance Entity;
 - 9.2.2 where a national recovery programme is being implemented within the Protocol Area, inform the Governance Entity about the programme and provide opportunities for the Governance Entity to participate in that programme;
 - 9.2.3 advise the Governance Entity in advance of, and develop in consultation with the Governance Entity, the preparation of any statutory or non-statutory plans, policies or documents that relate to the management of species within the Protocol Area;
 - 9.2.4 where research and monitoring projects are being carried out by the Department within the Protocol Area, provide the Governance Entity with opportunities to participate in those projects; and
 - 9.2.5 advise the Governance Entity of the receipt of any completed research reports relating to any species within the Protocol Area and provide copies of such reports to the Governance Entity where practicable and where they are not publicly available and subject to legal obligations.

10 NATIONAL PROGRAMMES

- 10.1 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. To do this, it conducts a number of national programmes.
- 10.2 When it conducts national programmes the Department shall:
- 10.2.1 inform the Governance Entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for the Governance Entity to participate in these programmes;
 - 10.2.2 advise the Governance Entity of research and monitoring projects which are being carried out by the Department within the Protocol Area, and provide opportunities for the Governance Entity to participate in that research; and
 - 10.2.3 advise the Governance Entity of the receipt of any completed research reports relating to any species within the Protocol Area and provide the Governance Entity with copies of those reports.



11 FRESHWATER FISHERIES

- 11.1 The Department's functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and their habitats. Active management is limited to whitebait fishing and those fisheries and habitats that are located on public conservation land. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act processes.
- 11.2 A co-operative approach will be adopted with the Governance Entity in the conservation of freshwater fisheries and freshwater habitats. This may include seeking to identify areas for co-operation in the protection of riparian vegetation and habitats, and jointly developing or contributing to research and monitoring programmes with a particular focus on the Protocol Area.
- 11.3 The Department shall consult with the Governance Entity, and provide for its participation where reasonably practicable in the conservation management (including research and monitoring) of customary freshwater fisheries and freshwater fish habitats.
- 11.4 The Department shall work at an Area Office level to provide for the active participation of the Governance Entity in the conservation management and research of customary freshwater fisheries and freshwater fish habitats by:
- 11.4.1 discussing with the Governance Entity a general approach to be taken with the Department in respect of advocacy, and identifying:
 - (a) their respective priorities and issues of mutual concern; and
 - (b) areas for co-operation in advocacy;
 - 11.4.2 having regard to the priorities and issues of mutual concern and areas for co-operation identified when the Department makes decisions in respect of advocacy. Such decisions may include those focusing on fish passage, minimum flows, protection and enhancement of riparian vegetation and habitats, water quality improvement and in the restoration, rehabilitation or enhancement of customary freshwater fisheries and their freshwater habitats;
 - 11.4.3 making non-confidential information available to the Governance Entity to assist in improving their effectiveness in undertaking advocacy for the conservation of freshwater fisheries;
 - 11.4.4 with the Governance Entity jointly developing or contributing to research and monitoring projects that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements with a focus on the Protocol Area;
 - 11.4.5 considering the Governance Entity as a possible science provider or collaborator for research projects funded or promoted by the Department;
 - 11.4.6 working together to ensure that the relevant staff of the Department is aware of relevant tikanga relating to freshwater fisheries and habitats; and



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11.4.7 consulting the Governance Entity when processing applications for the transfer and release of freshwater fish species, including eels, according to the criteria outlined in section 26ZM of the Conservation Act 1987.

12 MARGINAL STRIPS

- 12.1 The Department will manage, on an ongoing basis, marginal strips within the Protocol Area under section 24H of the Conservation Act 1987 with the Governance Entity.
- 12.2 The Department will discuss, on an ongoing basis, the potential for the Governance Entity to be appointed to manage marginal strips within the Protocol Area under section 24H of the Conservation Act 1987.
- 12.3 The Department will consult with the Governance Entity where the Department is considering entering into formal or informal arrangements with any third party that relate to the management of marginal strips within the Protocol Area.

13 PEST CONTROL

- 13.1 Preventing, managing and controlling threats to natural, historic and cultural values from terrestrial, aquatic, and animal and weed pests is an integral part of the Department's work. This is done in a way that is sustainable and maximises the value from limited resources available to do this work.
- 13.2 When undertaking pest control programmes in the Protocol Area the Department shall:
- 13.2.1 inform the Governance Entity of pest control activities particularly in relation to the use of poisons;
- 13.2.2 provide the Governance Entity with opportunities to review and assess programmes and outcomes; and
- 13.2.3 where appropriate, co-ordinate its pest control programmes with those of the Governance Entity when the Governance Entity is an adjoining landowner.

14 RESOURCE MANAGEMENT ACT 1991

- 14.1 From time to time, Ngati Porou and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.
- 14.2 From time to time, the Governance Entity and the Department will seek to identify issues of mutual interest and/or concern ahead of each party making submissions in Resource Management Act processes.
- 14.3 In carrying out advocacy under the Resource Management Act, the Department shall:
- 14.3.1 discuss with the Governance Entity a general approach to be taken with the Department in respect of advocacy and identify:
- (a) their respective priorities and issues of mutual concern; and
- (b) areas for co-operation in advocacy;



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- 14.3.2 have regard to the priorities and issues of mutual concern and areas for co-operation identified when the Department makes decisions in respect of advocacy under the Resource Management Act; and
- 14.3.3 make non-confidential resource information available to the Governance Entity to assist in improving their effectiveness in resource management advocacy work.
- 14.4 It is recognised that the concerns of the Department and the Governance Entity 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.

15 CONCESSION APPLICATIONS

- 15.1 The Department will work with the Governance Entity to identify categories of concessions that will or may impact on the cultural, spiritual or historic values of Ngati Porou.
- 15.2 In relation to the concession applications within the categories identified by the Department and Governance Entity, the Minister will:
- 15.2.1 encourage applicants to consult with the Governance Entity in the first instance;
- 15.2.2 notify the Governance Entity of the timeframes for making decisions;
- 15.2.3 consult with the Governance Entity with regard to any applications within the Protocol Area. The Department shall provide for consultation with the Governance Entity by:
- (a) providing for the Governance Entity to indicate within 2 working days whether an application for a concession has any impacts on Ngati Porou cultural, spiritual and historic values. If no response is received within 2 working days the Department may continue to process the concession application;
 - (b) providing for the Governance Entity to indicate within 10 working days whether any other application has any impacts on Ngati Porou cultural, spiritual and historic values; and
 - (c) if the Governance Entity indicates that an application under clause 15.2.3(b) has any such impacts, allowing a reasonable specified timeframe (of at least a further 10 working days) for a response.
- 15.2.4 Prior to issuing concessions to carry out activities on land managed by the Department within the Protocol Area, and following consultation with the Governance Entity, the Minister will:
- (a) advise the concessionaire of Ngati Porou tikanga and values and encourage communication between the concessionaire and the Governance Entity if appropriate; and
 - (b) encourage the concessionaire to consult with the Governance Entity before using cultural information of Ngati Porou.



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2 PROTOCOLS: CONSERVATION PROTOCOL

- 15.2.5 Ensure when granting concessions that give authority for other parties to manage land administered by the Department, that those parties be required to manage the land according to the 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 the Governance Entity.

16 STATUTORY LAND MANAGEMENT

- 16.1 From time to time, the Minister may vest a reserve in a local authority or other appropriate entity; or appoint a local authority 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 carrying out of the purposes of the reserve'.
- 16.2 When such an appointment or vesting is contemplated for sites in the Protocol Area, the Department and the Governance Entity will meet to discuss any issues. Before the decision is made, the Department and the Governance Entity shall discuss:
- 16.2.1 the Governance Entity's views on the proposed vesting or appointment; and
- 16.2.2 whether the Governance Entity wishes to be given such a vesting or appointment subject to agreed conditions.
- 16.3 The Department will consult at an early stage when the Department is considering the classification, or reclassification of a reserve within the Protocol Area.
- 16.4 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 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.

17 PLACE NAMES

- 17.1 Where a name change is proposed for a Protected Crown Area and an application made under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008 the parties will agree:
- 17.1.1 whether to support an application by a third party; and
- 17.1.2 the name to be the subject of the application where either Party is considering making an application.
- 17.2 Where a name change is proposed for an area that is not a Protected Crown Area under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008 the parties will agree on the proposed name.
- 17.3 Agreement for the purposes of clause 17 will not be unreasonably withheld.

18 CONSULTATION

- 18.1 Prior to decisions being made the Department will consult with the Governance Entity. This process will be undertaken as set out in clause 18.2.



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2 PROTOCOLS: CONSERVATION PROTOCOL

18.2 The Department will:

18.2.1 ensure that the Governance Entity is notified as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the consultation;

18.2.2 provide the Governance Entity with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are subject of the consultation; and

18.2.3 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 of the matters that are subject to the consultation.

18.3 The Department will report back to the Governance Entity on any decision that is made.

19 CONTRACTING FOR SERVICES

19.1 Where appropriate the Department will consider Ngati Porou individuals or entities as providers of professional services, including cultural advice and pest management where those services are necessary to successfully manage conservation resources affecting the Protocol Area.

20 INFORMATION SHARING

20.1 The Governance Entity and the Department recognise the benefit of mutual information exchange. To this end, the Department and the Governance Entity will as far as possible exchange any information that is relevant to the management of the Protocol Area.

20.2 At the meetings between the Governance Entity and the Department, the Department will, where practicable, make available to the Governance Entity all existing information that is held by the Department and subject to legal obligations where that information is requested by the Governance Entity for the purposes of assisting them to exercise their rights under this Protocol or the Management Agreement.

20.3 Where information is requested by the Governance Entity at a meeting and the Department is unable to provide the information at that same meeting:

20.3.1 the Department shall ensure that the information is provided to the Governance Entity within 10 working days of the meeting;

20.3.2 where the Department is unable to provide the information within 10 working days of the meeting, the parties shall agree at the meeting upon an alternative time period for the information to be provided; and

20.3.3 on request by the Governance Entity, the meeting shall be adjourned until the information has been received by the Governance Entity and the Governance Entity has had a reasonable time to consider the information.

21 PROTOCOL REVIEW

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



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21.2 The parties agree to review this Protocol no later than 12 months from the Settlement Date. Thereafter, the Protocol will be reviewed on a two yearly basis at the annual business planning meeting. Additional reviews may take place at the option of either party in the event of any material changes to the legislation, policies, or circumstances relevant to the Protocol.

22 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

22.1 The Director-General will discuss with the Governance Entity any significant concern and issue raised about Conservation Act 1987.

22.2 If the Director-General consults with Maori generally on policy development or any proposed legislative amendment to the Act that impact upon this Protocol, the Director-General shall:

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

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

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

23 DEPARTMENTAL STAFF

23.1 The Director-General will consult with the Governance Entity regarding vacancies for staff primarily responsible for functions within the Protocol Area including the Area Office Manager. This obligation is subject to privacy and other employment law obligations.

24 CONSERVATION CAPABILITY BUILDING

24.1 The Department and the Governance Entity will work together to identify opportunities for conservation capacity building for Ngati Porou and DOC staff.

24.2 The Department and the Governance Entity will inform each other of any conservation related educational or training opportunities. These could include opportunities for the Department's staff to learn about Ngati Porou's tikanga and matauranga and for members of Ngati Porou to augment their conservation knowledge and skills through being involved in the Department's work programmes and/or training initiatives.

24.3 When opportunities for conservation capacity building are available, the Department and the Governance Entity will seek to ensure that the other's staff or members are able to participate.

25 LIMITATIONS

25.1 The matters contained in this protocol are subject to statutory obligations and budgetary constraints contained in the Department's business plans.

26 DISPUTE RESOLUTION

26.1 The following provisions apply to any dispute between the parties.

26.2 The parties acknowledge and agree that they:

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2 PROTOCOLS: CONSERVATION PROTOCOL

- 26.2.1 wish to minimise and promptly settle any dispute which may arise;
- 26.2.2 must make active efforts in good faith to resolve any such disputes in accordance with clause 26; and
- 26.2.3 will give the other written notice of the dispute including a description of the main issues.
- 26.3 The following process shall be undertaken once notice is received by the other party to this Protocol:
- 26.3.1 within 15 working days of being given written notice, the relevant contact person from the Department and the Governance Entity will meet to work in good faith to resolve the issue;
- 26.3.2 if the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 26.3.1, the Director-General and the Chief Executive Officer of Te Runanganui o Ngati Porou will meet to work in good faith to resolve the issue;
- 26.3.3 if the dispute has still not been resolved within 30 working days of the receipt of the notice referred to in clause 26.3.1, 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 both parties agree, the Minister and the Chair of the Governance Entity will meet to work in good faith to resolve the issue;
- 26.3.4 where the dispute has not been resolved within a reasonable period of time in accordance with clause 26.3.2 or, if applicable, clause 26.3.3, then either party may require the dispute to be referred to mediation as follows:
- (a) the party requiring the dispute to be referred to mediation must provide written notice to the other party;
 - (b) the parties will seek to agree a mediator or mediators and should the parties fail to reach an agreement within 15 working days of the date of the notice described in clause 26.3.4(a) above, a mediator or mediators will be appointed by the President for the time being of the NZ Law Society. The mediator or mediators will be:
 - (i) familiar with Ngati Porou tikanga;
 - (ii) familiar with tikanga based dispute resolution; and
 - (iii) independent of the dispute;
 - (c) the mediator or mediators will not have the power to determine the dispute, but may offer advice of a non-binding nature;
- 26.3.5 the costs of the mediator or mediators will be met jointly by the parties; and
- 26.3.6 each party will bear its own costs in every other respect.



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27 TERMS OF ISSUE

27.1 This Protocol is:

27.1.1 issued under:

- (a) clause 5.4 of the Deed of Settlement, and
- (b) section 38 of the Settlement Legislation; and

27.1.2 subject to the Deed of Settlement and the Settlement Legislation.

27.2 A summary is attached of the Terms of Issue of this Protocol in the Deed of Settlement and the Settlement Legislation.

28 DEFINITIONS

28.1 In this Protocol:

Concession has the same meaning as in the Conservation Act 1987;

Conservation Document has the meaning given to it by section 10 of the Settlement Legislation;

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 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;

Cultural materials means plants, plant materials, and materials derived from animals, marine mammals or birds for which the Department is responsible within the Protocol Area and which are important to Ngati Porou in maintaining, restoring, and expressing its cultural values and practices;

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 given to it by the Deed of Settlement;

Kaitieki/Kaitiaki means environmental guardians;

Management Agreement means the management agreement entered into between the Governance Entity and the Director-General under the Deed of Settlement;

Nga Paanga Whenua o Ngati Porou has the meaning given to it by the Deed of Settlement;

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Ngati Porou has the meaning set out in clause 8.6 of the Deed of Settlement;

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

Public conservation lands means the lands administered by the Department of Conservation;

Settlement Legislation means the [Ngati Porou Claims Settlement Act 2011];

Tikanga Maori refers to Maori traditional customs.

ISSUED on []

SIGNED for and on behalf of THE SOVEREIGN in right of New Zealand by the Minister of Conservation:

WITNESS:

Name: _____

Occupation: _____

Address: _____



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ATTACHMENT B – SUMMARY OF TERMS OF ISSUE

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

1. Amendment and cancellation

- 1.1 The Minister may amend or cancel this Protocol, but only after consulting the Governance Entity and having particular regard to its views (section 38).

2. Noting

- 2.1 A summary of the terms of this Protocol must be noted in the Conservation Documents affecting the Protocol Area, but the noting:

2.1.1 is for the purpose of public notice; and

2.1.2 does not amend the Conservation Documents for the purposes of the Conservation Act 1987 or the National Parks Act 1980 (section 41).

3. Limits

- 3.1 This Protocol does not:

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

- (a) introducing legislation; or
- (b) changing government policy; or
- (c) issuing a Protocol to, or interacting or consulting with, anyone the Crown considers appropriate including any iwi, hapu, marae, whanau or representatives of tangata whenua (section 39); or

3.1.2 restrict the responsibilities of the Minister or the Department or the legal rights of Ngati Porou (section 39); or

3.1.3 grant, create or provide evidence of an estate or interest in, or rights relating to;

- (a) land held, managed or administered under Conservation Legislation; or
- (b) flora or fauna managed or administered under the Conservation Legislation (section 41).



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4. Breach

- 4.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 40).
- 4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.7).



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2 PROTOCOLS: TAONGA TUTURU PROTOCOL

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

1. INTRODUCTION

1.1. Under the Deed of Settlement dated **[insert date]** between Ngati Porou, the governance entity and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister for Arts, Culture and Heritage (the "Minister") would issue a protocol (the "Protocol") setting out how the Minister and the Chief Executive for the Ministry for Culture and Heritage (the "Chief Executive") will establish and maintain a positive and collaborative relationship with the governance entity on matters specified in the Protocol. These matters are:

1.1.1. Shared Vision – Part 2

1.1.2. Shared Principles – Part 3

1.1.3. Protocol Area – Part 4

1.1.4. Terms of issue – Part 5

1.1.5. Implementation and communication – Part 6

1.1.6. Implementation plan – Part 7

1.1.7. Information sharing – Part 8

1.1.8. The role of the Chief Executive under the Protected Objects Act 1975 – Part 9

1.1.9. The role of the Minister under the Protected Objects Act 1975 – Part 10

1.1.10. Effects on Ngati Porou's interest in the Protocol Area – Part 11

1.1.11. Registration as a collector of Nga Taonga Tuturu – Part 12

1.1.12. Access and repatriation – Part 13

1.1.13. Relationship with Television New Zealand – Part 14

1.1.14. Relationship with Radio New Zealand – Part 15

1.1.15. Relationship with Creative New Zealand – Part 16

1.1.16. Relationship with the Historic Places Trust – Part 17

1.1.17. Relationship with Regional and International Museums – Part 18

1.1.18. Board Appointments – Part 19

1.1.19. National Monuments, War Graves and Historical Graves – Part 20

1.1.20. History publications relating to Ngati Porou – Part 21

1.1.21. Cultural and/or Spiritual Practices and Professional Services – Part 22

1.1.22. Consultation – Part 23

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- 1.1.23. Dispute resolution – Part 24
- 1.1.24. Changes to legislation affecting this Protocol – Part 25
- 1.1.25. Consultation with tangata whenua – Part 26
- 1.1.26. Definitions – Part 27
- 1.2. For the purposes of this Protocol the governance entity is the body representative of the whanau, hapu, and iwi of Ngati Porou who have an interest in the matters covered under this Protocol. This is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.3. The Ministry and the governance entity are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.
- 1.4. The purpose of the Protected Objects Act 1975 (the “Act”) is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tuturu, and by establishing and recording the ownership of Nga Taonga Tuturu found after the commencement of the Act, namely 1 April 1976.
- 1.5. The Minister and Chief Executive have certain roles in terms of the matters mentioned in clause 1.1. In exercising such roles, and without limiting any other obligations under this Protocol, the Minister and Chief Executive will provide the governance entity with the opportunity for input into matters set out in clause 1.1.

2. SHARED VISION

- 2.1. The shared vision of the parties is to ensure that Ngati Porou and Ngati Poroutanga are sustained for current and future generations.
- 2.2. In developing a framework for giving effect to this vision, the Minister acknowledges the metaphor used by Ngati Porou of a carved ancestral house (Whare Maire) standing within a fortified pa (Pa-tuwatawata):

“Ko te Whare Maire ka tu ki roto i te Pa-tuwatawata, he tohu no te Rangatira”

“A carved ancestral house standing within a fortified pa is the sign of chieftainship”

- 2.3. Nga pou tuwatawata o te whare:
- 2.3.1. Te Mana Rangatira - The standing, decision-making powers and influence that enable Ngati Porou to sustain its collective rights of autonomy;
- 2.3.2. Nga Rawa mai i te Ao Turoa o nga whanau, o nga hapu o Ngati Porou - The natural resources that affirm, nurture and sustain the physical, environmental, economic, intellectual, spiritual and cultural well-being of Ngati Porou as tangata whenua;
- 2.3.3. Te Pou Maire o nga whanau, o nga hapu o Ngati Porou - The knowledge, language, artistic expression and heritage that affirm, nurture and sustain Ngati Porou as a people distinct from all other cultures;



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- 2.3.4. Te Oranga Ngakau o nga iwi o Ngati Porou - The quality of life and opportunity within the rohe of Ngati Porou needed to ensure the physical, emotional, social and economic well-being of the resident population; and
- 2.3.5. Te Whakatipu Rawa mo Ngati Porou - The iwi economic and commercial estate through which Ngati Porou can invest in, and support, realisation of its own aims and aspirations as an iwi.
- 2.4. The parties also recognise the role of the Ministry in providing and managing cultural resources, and supporting and promoting the country's history and heritage. The parties recognise the importance of the relationship under this Protocol both in contributing towards the parties' vision and the role of the Ministry.

3. SHARED PRINCIPLES

- 3.1. Ngati Porou and the Minister share the following four principles which will guide the parties in fulfilling the vision:
- 3.1.1 Toitu te Mana Atua (Principle 1): Ngati Porou Taonga Tuturu is cared for, managed, and promoted in a manner that is consistent with Ngati Porou tikanga and will benefit future generations;
- 3.1.2 Toitu te Mana Whenua (Principle 2): Ngati Porou Taonga Tuturu is actively cared for, managed, and promoted in a manner that respects its origins and connections to Ngati Porou whanau and hapu;
- 3.1.3 Toitu te Mana Tangata (Principle 3): Ngati Porou taonga is accessed in a manner which is consistent with the tikanga of Ngati Porou whanau and hapu; and
- 3.1.4 Toitu te Tiriti o Waitangi (Principle 4): Consistent with the partnership principle underlying Te Tiriti o Waitangi/the Treaty of Waitangi, Ngati Porou and the Minister have entered into this Protocol in good faith and as equals. Ngati Porou and the Minister acknowledge that they are obliged to give effect to this Protocol and to act in good faith, fairly, reasonably and honourably towards each other.
- 3.2. It is agreed by the parties that any issue of interpretation shall be resolved after taking into account the shared vision and principles in clauses 2 and 3 of the Protocol.

4. PROTOCOL AREA

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

5. TERMS OF ISSUE

- 5.1. This Protocol is:
- 5.1.1. issued under:
- (a) clause 5.4 of the Deed of Settlement; and
 - (b) section 38 of the Settlement Legislation; and
- 5.1.2. subject to the Deed of Settlement and the Settlement Legislation.



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5.2. A summary is attached of the Terms of Issue of this Protocol in the Deed of Settlement and the Settlement Legislation.

6. IMPLEMENTATION AND COMMUNICATION

6.1. The Chief Executive will maintain effective communication with the governance entity by:

6.1.1. maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;

6.1.2. providing the governance entity with information on a primary contact within the Ministry;

6.1.3. discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;

6.1.4. as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;

6.1.5. providing reasonable opportunities for the governance entity to meet with the Chief Executive where reasonably practicable, including:

(a) arranging annual meetings with the Chief Executive, or an alternative representative as arranged by the Chief Executive, unless the parties mutually agree not to meet in any particular year; and

(b) arranging more frequent meetings if mutually agreed by the parties, such agreement not to be unreasonably withheld,

to discuss issues which have arisen;

6.1.6. as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol;

6.1.7. as far as reasonably practicable, informing other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and

6.1.8. including a copy of the Protocol with the governance entity on the Ministry's website.

6.2. The inaugural annual meeting between the Chief Executive and the governance entity will be held within 12 months of the settlement date, if requested by either party.

6.3. The parties will jointly confirm the annual meetings and meeting agenda.

6.4. The location of the annual meeting will be mutually agreed by the parties.

6.5. Each party will cover their own costs in relation to any meetings between the parties.

7. IMPLEMENTATION PLAN

7.1. 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:



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- 7.1.1. any matters raised in this Protocol;
 - 7.1.2. reporting processes to be put in place, if agreed by both parties;
 - 7.1.3. recognition of the special relationship that Ngati Porou has with its Taonga Tuturu;
 - 7.1.4. informing the Ministry of the relevant provisions in any Ngati Porou plan under clause 5.25 of the Deed of Settlement;
 - 7.1.5. developing a communications protocol; and;
 - 7.1.6. establishing review processes and associated timeframes for this Protocol.
- 7.2. The implementation strategy described in clause 7.1 of this Protocol will have effect from the date agreed by both parties and specified in the strategy.

8. INFORMATION SHARING

- 8.1. The Chief Executive will make available to the governance entity all existing information held by, and reasonably accessible to, the Ministry where that information is requested by the governance entity for the purpose of assisting Ngati Porou to fully exercise their rights under this Protocol.
- 8.2. The obligations in clause 8.1 of this Protocol do not apply to information that the Minister or Chief Executive is legally prevented from providing (for example, information that is subject to an obligation of confidentiality or non-disclosure) or to information that the Minister or Chief Executive may withhold under the Official Information Act 1982.

9. THE ROLE OF THE CHIEF EXECUTIVE UNDER THE PROTECTED OBJECTS ACT 1975

General

- 9.1. 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:
 - 9.1.1. notify the governance entity, in writing of any Taonga Tuturu found within the Protocol Area or identified as being of Ngati Porou origin found anywhere else in New Zealand;
 - 9.1.2. provide for the care, recording and custody of any Taonga Tuturu found within the Protocol Area or identified as being of Ngati Porou origin found anywhere else in New Zealand;
 - 9.1.3. notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tuturu found within the Protocol Area or identified as being of Ngati Porou origin found anywhere else in New Zealand;
 - 9.1.4. 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 Tuturu found within the Protocol Area or identified as being of Ngati Porou origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tuturu; and



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- 9.1.5. 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 Tuturu found within the Protocol Area or identified as being of Ngati Porou origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tuturu.

Applications for Ownership

- 9.2. If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tuturu found within the Protocol Area or identified as being of Ngati Porou origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Maori Land Court for an order confirming ownership of the Taonga Tuturu.
- 9.3. If there is a competing claim or claims lodged in conjunction with the governance entity's claim, 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 Maori Land Court for an order confirming ownership of the Taonga Tuturu.
- 9.4. If the competing claims to any Taonga Tuturu found within the Protocol Area or identified as being of Ngati Porou 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 Maori Land Court.

Applications for Custody

- 9.5. If no ownership application is made to the Maori Land Court for any Taonga Tuturu found within the Protocol Area or identified as being of Ngati Porou origin found elsewhere in New Zealand by the governance entity or any other person, the Chief Executive will:
- 9.5.1. consult the governance entity where there is any request from any other person for the custody of the Taonga Tuturu;
- 9.5.2. consult the governance entity before a decision is made on who may have custody of the Taonga Tuturu; and
- 9.5.3. notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tuturu.

Export Applications

- 9.6. For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tuturu of Ngati Porou origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 9.7. Where the Chief Executive receives an export application to remove any Taonga Tuturu of Ngati Porou 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.



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10. THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

- 10.1. 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:
- 10.1.1. refuse permission to export any Taonga Tuturu, or Nga Taonga Tuturu, from New Zealand; or
 - 10.1.2. impose conditions on the approval to export any Taonga Tuturu, or Nga Taonga Tuturu, from New Zealand;
- 10.2. 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 Tuturu where the governance entity was consulted as an Expert Examiner.

11. EFFECTS ON NGATI POROU'S INTERESTS IN THE PROTOCOL AREA

- 11.1. The Chief Executive will consult with the governance entity on any policy and legislative development or review which is likely to affect Ngati Porou interests in the Protocol Area, the settlement legislation or the Protocol.
- 11.2. The Chief Executive will consult with the governance entity on any of the Ministry's operational activities which is likely to affect Ngati Porou interests in the Protocol Area, the settlement legislation or the Protocol.
- 11.3. Notwithstanding clauses 11.1 and 11.2 above the Chief Executive and governance entity shall meet to discuss Ngati Porou interests in the Protocol Area as part of the meetings specified in clause 6.1.5.

12. REGISTRATION AS A COLLECTOR OF NGA TAONGA TUTURU

- 12.1. The Chief Executive will register the governance entity as a Registered Collector of Taonga Tuturu.

13. ACCESS AND REPATRIATION

- 13.1. The Chief Executive will invite organisations to establish a relationship with the governance entity for the purposes of:
- 13.1.1. allowing Ngati Porou to have access to their Taonga Tuturu;
 - 13.1.2. repatriating Ngati Porou Taonga Tuturu to Ngati Porou; and
 - 13.1.3. any other matters of importance to Ngati Porou.

14. RELATIONSHIP WITH TELEVISION NEW ZEALAND

- 14.1. The Chief Executive will invite the Television New Zealand Board to establish a relationship with the governance entity.

15. RELATIONSHIP WITH RADIO NEW ZEALAND

- 15.1. The Chief Executive will invite the Radio New Zealand Board to establish a relationship with the governance entity.



DOCUMENTS

2 PROTOCOLS: TAONGA TUTURU PROTOCOL

16. RELATIONSHIP WITH CREATIVE NEW ZEALAND

- 16.1. The Chief Executive will invite the Creative New Zealand Council to establish a relationship with the governance entity.

17. RELATIONSHIP WITH THE HISTORIC PLACES TRUST

- 17.1. The Chief Executive will invite the Historic Places Trust Board to establish a relationship with the governance entity.

18. RELATIONSHIP WITH REGIONAL AND INTERNATIONAL MUSEUMS

- 18.1. The Chief Executive will invite regional and international museums selected by the governance entity to establish a relationship with the governance entity.

19. BOARD APPOINTMENTS

- 19.1. The Chief Executive shall:

19.1.1. notify the governance entity of any upcoming ministerial appointments on boards which the Minister for Arts, Culture and Heritage appoints to;

19.1.2. add governance entity nominees onto the Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and

19.1.3. notify the governance entity of any ministerial appointments to boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

20. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

- 20.1. The Chief Executive will consult with the governance entity on any national monument, war grave, historical grave or urupa, managed or administered by the Ministry, which may relate to Ngati Porou's interests.

- 20.2. The Ministry will assume responsibility for the maintenance of any grave within the Protocol Area which comes within the Ministry's War Graves Policy.

21. HISTORY PUBLICATIONS RELATING TO NGATI POROU

- 21.1. The Chief Executive shall:

21.1.1. provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relate substantially to Ngati Porou; and

21.1.2. where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Ngati Porou:

- (a) from an early stage;
- (b) throughout the process of undertaking the work; and
- (c) before making the final decision on the material of a publication.



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2 PROTOCOLS: TAONGA TUTURU PROTOCOL

21.2. The governance entity accepts that the author, after genuinely considering the submissions and/or views of, and correcting any factual mistakes identified by, the governance entity, is entitled to make the final decision on the material of the historical publication.

22. PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

22.1. When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngati Porou within the Protocol Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices. The amount of contribution that the Chief Executive will make to the costs of the governance entity undertaking cultural and/or spiritual practices will be agreed between the parties in advance.

22.2. Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services.

22.3. The procurement by the Chief Executive of any such services set out in clauses 22.1 and 22.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

23. CONSULTATION

23.1. 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:

23.1.1. ensuring that the governance entity is consulted as soon as reasonably practicable following the identification by the Chief Executive of the proposal or issues to be the subject of the consultation;

23.1.2. 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;

23.1.3. 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;

23.1.4. ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions and/or views of the governance entity in relation to any of the matters that are the subject of the consultation; and

23.1.5. report back to the governance entity in writing, within a reasonable time period in regard to any decisions made that relate to that consultation.

24. DISPUTE RESOLUTION

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



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2 PROTOCOLS: TAONGA TUTURU PROTOCOL

- 24.1.1. 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;
- 24.1.2. if the dispute has not been resolved within 20 working days of receipt of the notice referred to in 24.1.1, the Chief Executive and the Chief Executive Officer of Te Runanganui o Ngati Porou will meet to work in good faith to resolve the issue;
- 24.1.3. if the dispute has still not been resolved within 30 working days of receipt of the notice referred to in 24.1.1, 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 Chair of the governance entity will meet to work in good faith to resolve the issue;
- 24.1.4. where the dispute has not been resolved within a reasonable period of time in accordance with clause 24.1.2 or, if applicable, clause 24.1.3, then, either party may require the dispute to be referred to mediation as follows:
- (a) the party requiring the dispute to be referred to mediation must provide written notice to the other party;
 - (b) the parties will seek to agree a mediator or mediators and, failing agreement within 15 working days of the date of the notice described in clause 24.1.4(a), a mediator or mediators will be appointed by the President for the time being of the New Zealand Law Society. The mediator or mediators will be:
 - i. familiar with Ngati Porou tikanga;
 - ii. familiar with tikanga based dispute resolution; and
 - iii. independent of the dispute; and
 - (c) the mediator or mediators will not have the power to determine the dispute, but may offer advice of a non-binding nature; and
- 24.1.5. where a mediator or mediators is or are appointed through the process described in clause 24.1.4, the costs of the mediation will be met jointly by the parties.
- 24.2. The parties recognise that this clause is subject to clause 5.1 of this Protocol.
- 25. CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL**
- 25.1. The Chief Executive will discuss with the governance entity any concern and issue raised about the Act.
- 25.2. If the Chief Executive consults with Maori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:
- 25.2.1. notify the governance entity of the proposed policy development or proposed legislative amendment upon which Maori generally will be consulted;

DOCUMENTS

2 PROTOCOLS: TAONGA TUTURU PROTOCOL

25.2.2. make available to the governance entity the information provided to Maori as part of the consultation process referred to in this clause; and

25.2.3. report back to the governance entity on the outcome of any such consultation.

26. CONSULTATION WITH TANGATA WHENUA

26.1. This Protocol does not restrict the ability of the Crown to interact or consult with any person that the Crown considers appropriate including any iwi, hapu, marae, whanau or other representative of tangata whenua.

26.2. Where the Chief Executive is consulting with other representatives of tangata whenua on any matter that relates to the interests of the governance entity or this Protocol, the Chief Executive will inform the governance entity of the representatives of tangata whenua with whom the Chief Executive is interacting or consulting.

26.3. The Chief Executive is not required to provide information that the Minister or Chief Executive is legally prevented from providing (for example information that is subject to an obligation of confidentiality or non-disclosure).

27. DEFINITIONS

27.1. In this Protocol:

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

Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the 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 Tuturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga Tuturu and which suggest that the Taonga Tuturu 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 has the meaning given to it by the Deed of Settlement.

Ministry means the Ministry for Culture and Heritage, and any agency, government department or associated party carrying out, or responsible for the administration of, the roles and functions that the Ministry carried out or was responsible for at the time of signing of this Protocol.

Nga Taonga Tuturu has the same meaning as in section 2 of the Act and means two or more Taonga Tuturu.

Ngati Porou has the meaning set out in clause 8.6 of the Deed of Settlement.



DOCUMENTS

2 PROTOCOLS: TAONGA TUTURU PROTOCOL

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 Protocol.

settlement date has the meaning set out in the Deed of Settlement.

Settlement Legislation means the [Ngati Porou Claims Settlement Act 2011].

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

an object that—

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

Toitu means everlasting, enduring, unbroken, sustainable and/or inalienable.

ISSUED on

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

WITNESS

Name:

Occupation:

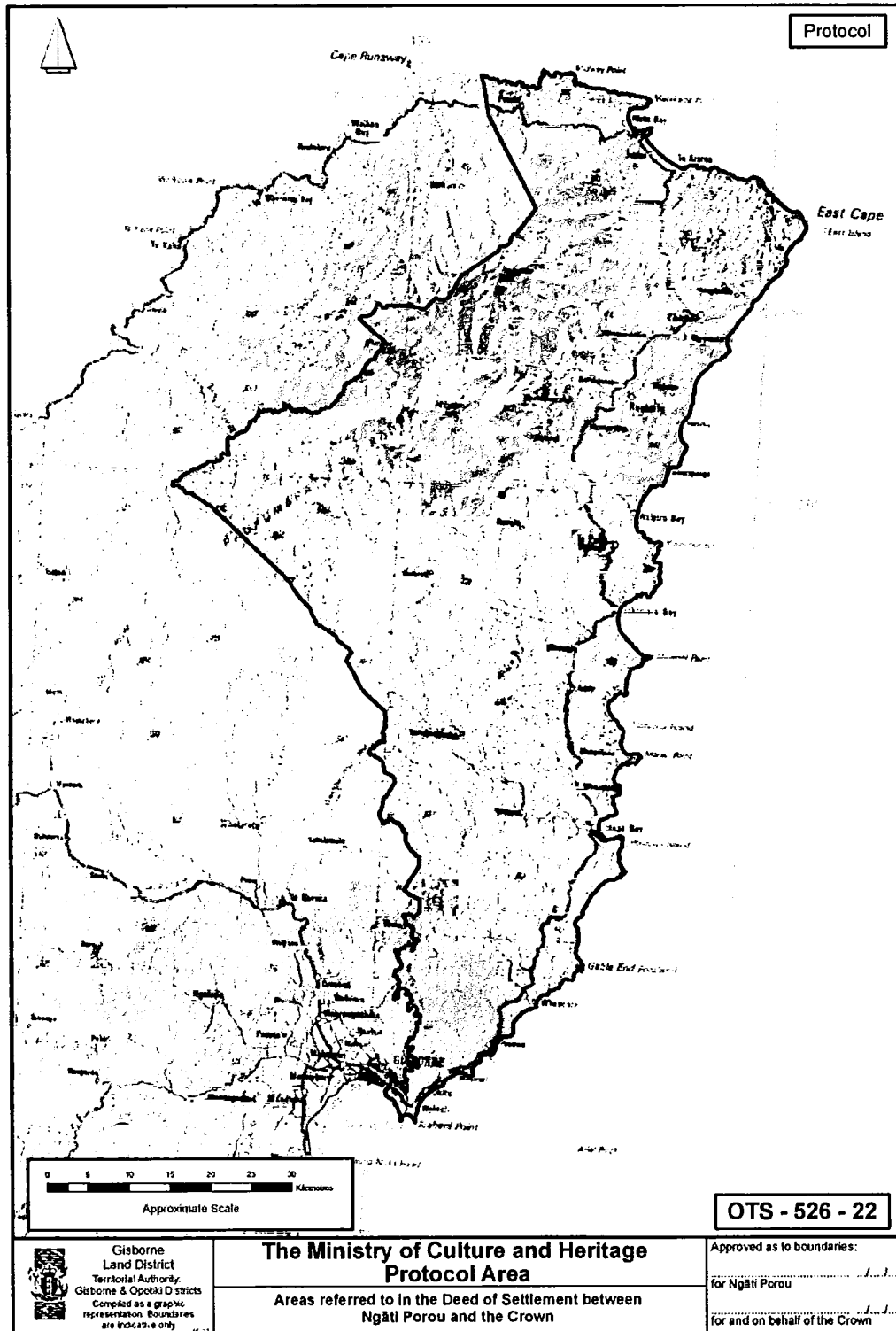
Address:



DOCUMENTS

2 PROTOCOLS: TAONGA TUTURU PROTOCOL

ATTACHMENT A: THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



 Gisborne Land District
Territorial Authority
Gisborne & Opotiki Districts
Compiled as a graphic representation. Boundaries are indicative only.

The Ministry of Culture and Heritage Protocol Area

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

Approved as to boundaries:
for Ngāti Porou
for and on behalf of the Crown



DOCUMENTS

2 PROTOCOLS: TAONGA TUTURU PROTOCOL

ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

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

1. Amendment and cancellation

1.1 The Minister may amend or cancel this Protocol, but only after consulting with the governance entity and having particular regard to its views (section 38).

2. Limits

2.1 This Protocol does not -

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

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapu, marae, whanau, or representative of tangata whenua (section 39); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Ngati Porou (section 39); or

2.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to, taonga tuturu.

3. Breach

3.1 Subject to the Crown Proceedings Act 1950, the governance entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 40).

3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.7).



DOCUMENTS

2 PROTOCOLS: CROWN MINERALS PROTOCOL

CROWN MINERALS PROTOCOL

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

1. INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between Ngati Porou, the Governance Entity 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 Governance Entity on matters specified in the Crown Minerals Protocol.
- 1.2 Both the Ministry and Ngati Porou are seeking a healthy and constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi. Consistent with the partnership principle underlying Te Tiriti o Waitangi/the Treaty of Waitangi, Ngati Porou and the Minister have entered into this Crown Minerals Protocol in good faith and as equals. Ngati Porou and the Minister acknowledge that they are obliged to give effect to this Crown Minerals Protocol and to act in good faith, fairly, reasonably and honourably towards each other.
- 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 minerals programmes, the grant of minerals permits, and monitoring the effect and implementation of minerals programmes and minerals permits. The Ministry administers the Act on behalf of the Minister.
- 1.5 This Crown Minerals Protocol will affect the Ministry's administration of Crown owned minerals under the Act in the Crown Minerals Protocol Area.

2. PURPOSE OF THIS PROTOCOL

- 2.1 With the intent of creating a constructive Treaty-based relationship as set out in clause 1.2 of this Protocol between Ngati Porou and the Ministry in relation to mineral resources administered in accordance with the Act in the Crown Minerals Protocol Area, this Crown Minerals Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Crown Minerals Protocol.
- 2.2 In addition to the Minister and Secretary's obligations set out in this Crown Minerals Protocol, the Ministry will provide the Governance Entity with 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.



DOCUMENTS

2 PROTOCOLS: CROWN MINERALS PROTOCOL

3. OWNERSHIP OF MINERALS

- 3.1 Ngati Porou asserts that traditionally, Ngati Porou owned and used the mineral resources and taonga in their rohe.
- 3.2 In reaching this Crown Minerals Protocol with the Minister, Ngati Porou records that the expropriation of their ownership of mineral resources by the Crown is a serious Treaty breach with implications that are still being felt.
- 3.3 In 1937, in opposition to the Petroleum Bill, Sir Apirana Ngata stated that the Bill violated the Treaty guarantee of Maori ownership of their property, which included the right to the modern exploration of resources on, in, or under their property.
- 3.4 The Minister acknowledges that Ngati Porou asserts that it maintains, in accordance with tikanga, an unbroken, inalienable and enduring relationship with, and mana in relation to, the mineral resources within the Crown Minerals Protocol Area. Ngati Porou's mana remains intact, in spite of any legislative expropriation.
- 3.5 The Minister further acknowledges that Ngati Porou asserts that despite the expropriation of its ownership it has a right to make decisions regarding mining in the Crown Minerals Protocol Area.
- 3.6 The Crown asserts ownership of minerals under the Crown Minerals Act 1991 and considers that the nationalisation of minerals is not a breach of the Treaty. Section 10 of the Crown Minerals Act 1991 provides that all gold, silver, uranium and petroleum existing in its natural condition in land shall be the property of the Crown. Section 11 of the Crown Minerals Act 1991 reserves all minerals to the Crown in any future alienation of Crown land and upholds all reservations of minerals made in earlier enactments. Decision-making regarding prospecting, exploration and mining of petroleum and minerals other than petroleum in the Crown Minerals Protocol Area is prescribed under the Crown Minerals Act 1991.

4. PROTOCOL AREA

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

5. CONSULTATION

- 5.1 The Crown has an obligation under the Act (as provided for in minerals programmes) to consult with relevant iwi and hapu on matters set out in the Act and the relevant minerals programmes. The Minister will ensure that the Governance Entity is consulted by the Ministry in accordance with the Act, the relevant minerals programme, and the Crown Minerals Protocol, on the following matters:

New minerals programmes

- 5.1.1 On the preparation of new minerals programmes which relate, whether wholly or in part, to the Crown Minerals Protocol Area.

Petroleum exploration permit block offers

- 5.1.2 During 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

DOCUMENTS

2 PROTOCOLS: CROWN MINERALS PROTOCOL

programme), which relates, whether wholly or in part, to the Crown Minerals Protocol Area. This will include:

- (a) outlining the proposals for holding the block offer, and consulting with the Governance Entity on these proposals over the consultation period set out in the relevant minerals programme; and
- (b) holding face to face meetings, if the Governance Entity and the Crown consider it appropriate.

Other petroleum exploration permit applications

5.1.3 When any application for a petroleum exploration permit is received, which relates, whether wholly or in part, to the Crown Minerals Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1.2.

Amendments to petroleum exploration permits

5.1.4 When any application to amend a petroleum exploration permit, by extending the land to which the permit relates, is received where the application relates, wholly or in part, to the Crown Minerals Protocol Area.

Permit block offers for Crown owned minerals other than petroleum

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

Other permit applications for Crown owned minerals other than petroleum

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

Newly available acreage

5.1.7 When the Secretary proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of minerals other than petroleum, which relates, whether wholly or in part, to the Crown Minerals Protocol Area.

Amendments to permits for Crown owned minerals other than petroleum

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

Gold fossicking areas



DOCUMENTS

2 PROTOCOLS: CROWN MINERALS PROTOCOL

5.1.9 When any request is received or proposal is made to designate land as a gold fossicking area which relates, whether wholly or in part, to the Crown Minerals Protocol Area.

5.2 Requests the Governance Entity may make include:

5.2.1 an amendment to the proposed competitive tender or block offer; or

5.2.2 that defined areas of land are excluded from a permit or competitive tender.

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

6 EFFECTS ON NGATI POROU'S INTERESTS IN RELATION TO CROWN OWNED MINERALS IN THE CROWN MINERALS PROTOCOL AREA

6.1 The Minister and Secretary will consult with the Governance Entity on any policy and legislative development or review in relation to the administration of Crown owned minerals which may affect Ngati Porou interests in relation to Crown owned minerals in the Crown Minerals Protocol Area, and the Crown Minerals Protocol.

6.2 The Minister and Secretary will consult with the Governance Entity on any of the Ministry's Crown owned minerals operational activities which may affect Ngati Porou interests in relation to Crown owned minerals in the Crown Minerals Protocol Area, and the Crown Minerals Protocol.

6.3 Notwithstanding clauses 6.1 and 6.2 above, the Minister and Secretary and Governance Entity may meet to discuss Ngati Porou interests in relation to Crown owned minerals in the Crown Minerals Protocol Area as part of the meetings specified in clause 7.3.

7 IMPLEMENTATION AND COMMUNICATION

7.1 The basic principles and processes that will be followed by the Minister and Secretary in consulting with the Governance Entity in each case are:

(a) ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification by the Ministry of the proposal or issues in relation to any matters under clauses 5 and 6 of this Crown Minerals Protocol;

(b) providing the Governance Entity, in a timely manner, with sufficient information to make informed decisions and submissions in relation to any of the matters described in clause 5 of this Crown Minerals Protocol;

(c) 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 5 of this Crown Minerals Protocol; and

(d) ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions and/or views of the Governance Entity in relation to any of the matters described in clause 5 of this Crown Minerals Protocol.



DOCUMENTS

2 PROTOCOLS: CROWN MINERALS PROTOCOL

- 7.2 Where the Ministry is required to consult the Governance Entity as specified in clause 5.1, the Ministry will report back in writing to the Governance Entity on the decision made as a result of such consultation.
- 7.3 Face to face meetings will be held if mutually agreed by the parties, such agreement not to be unreasonably withheld.
- 7.4 The parties will jointly confirm the meetings and agendas of the meetings specified in clause 8.3.
- 7.5 The location of the meetings specified in clause 7.3 will be mutually agreed by the parties.
- 7.6 The Ministry will seek to fulfil its obligations under this Crown Minerals Protocol by:
- (a) maintaining information on the Governance Entity's address and contact details as provided from time to time by the Governance Entity;
 - (b) as far as reasonably practicable, ensure relevant employees within the Ministry are aware of the purpose, content and implications of this Crown Minerals Protocol;
 - (c) nominating relevant employees to act as contacts with the Governance Entity in relation to issues concerning this Crown Minerals Protocol;
 - (d) 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;
 - (e) discussing with the Governance Entity concerns and issues notified by the Governance Entity about this Crown Minerals Protocol;
 - (f) as far as reasonably practicable, providing opportunities for the Governance Entity to meet with relevant Ministry managers and staff;
 - (g) where relevant and reasonably practicable, providing opportunities for the Governance Entity to meet with the Minister and Secretary;
 - (h) as far as reasonably practicable and where relevant, informing other organisations with whom it works, central government agencies and stakeholders about this Crown Minerals Protocol and provide ongoing information; and
 - (i) including the summary of the Terms of Issue and Crown Minerals Protocol Area of the Crown Minerals Protocol in the relevant minerals programmes when these are issued.

8 INFORMATION SHARING

- 8.1 The Minister and Secretary will make available to the Governance Entity all existing information held by, and reasonably accessible to, the Ministry where that information is requested by the Governance Entity for the purpose of assisting them to fully exercise their rights under this Crown Minerals Protocol.
- 8.2 The obligations in clause 8.1 of this Crown Minerals Protocol do not apply to information that the Minister or Secretary 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 Secretary may withhold under the Official Information Act 1982.



DOCUMENTS

2 PROTOCOLS: CROWN MINERALS PROTOCOL

- 8.3 The Minister and Secretary will make available to the Governance Entity names and contact details of all relevant permit holders.

9 DISPUTE RESOLUTION

- 9.1 If one party considers that there has been a breach of this Crown Minerals 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 Crown Minerals 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 clause 9.1(a), the Chief Executive and the nominated representative of the Governance Entity will meet to work in good faith to resolve the issue.
 - (c) If the dispute has still not been resolved within 30 working days of the receipt of the notice referred to in 9.1(a), 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 both parties agree, the Minister and the chair of the Governance Entity will meet to work in good faith to resolve the issue.

10 CONSULTATION WITH TANGATA WHENUA

- 10.1 This protocol does not restrict the ability of the Crown to interact or consult with any person that the Crown considers appropriate including any representatives of Ngati Porou whanau, hapu or marae.
- 10.2 Where representatives of Ngati Porou hapu or marae whanau are consulted on any matter that relates to the interests of the Governance Entity under clauses 5 and 6 of this Crown Minerals Protocol, the Secretary will inform the Governance Entity of the representatives of Ngati Porou hapu and marae whanau with whom the Crown is interacting or consulting.

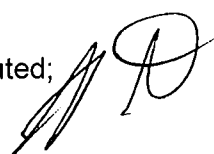
11 TERMS OF ISSUE

- 11.1 This Protocol is:
- 11.1.1 issued under:
 - (a) clause 5.4 of the Deed of Settlement; and
 - (b) section 38 of the Settlement Legislation; and
 - 11.1.2 subject to the Deed of Settlement and the Settlement Legislation.
- 11.2 A summary is attached of the Terms of Issue of this Protocol in the Deed of Settlement and the Settlement Legislation.

12 DEFINITIONS

- 12.1 In this Crown Minerals Protocol:

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



DOCUMENTS

2 PROTOCOLS: CROWN MINERALS 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;

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;

Exploration permit has the meaning given to that term in section 2 of the Crown Minerals Act 1991;

Governance Entity has the meaning given to it by the Deed of Settlement;

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, and any agency, government department or associated party carrying out, or responsible for the administration of, the roles and functions that the Ministry carried out or was responsible for at the time of signing of this Crown Minerals Protocol;

Ngati Porou has the meaning set out in clause 8.6 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;

Permit has the meaning given to that term in section 2 of the Crown Minerals Act 1991;

Permit holder has the meaning given to that term in section 2 of the Crown Minerals Act 1991;

Petroleum has the meaning given to that term in section 2 of the Crown Minerals Act;

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;

Relevant minerals programme has the meaning given in section 2 of the Crown Minerals Act 1991;

Secretary means the chief executive of the Ministry of Economic Development; and

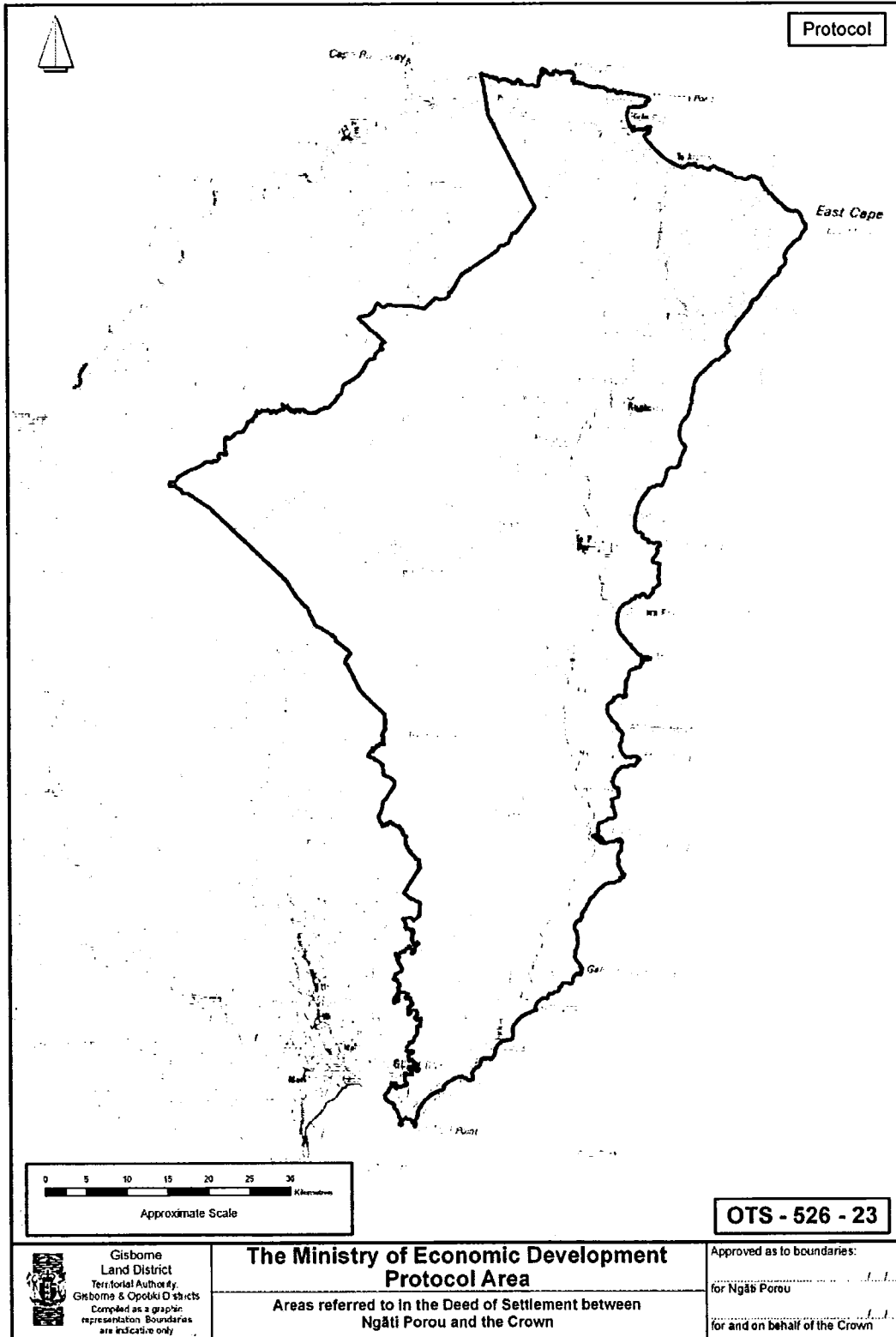
Settlement Legislation means the [Ngati Porou Claims Settlement Act 2011].



DOCUMENTS

2 PROTOCOLS: CROWN MINERALS PROTOCOL

ATTACHMENT A: CROWN MINERALS PROTOCOL AREA



DOCUMENTS

2 PROTOCOLS: CROWN MINERALS PROTOCOL

ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

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

1 Amendment and cancellation

- 1.1 The Minister may amend or cancel this Crown Minerals Protocol, but only after consulting with the Governance Entity and having particular regard to its views (section 38).

2 Noting

- 2.1 A summary of the terms of this Crown Minerals Protocol must be added:

2.1.1 in a register of protocols maintained by the chief executive; and

2.1.2 in the minerals programme affecting the Crown Minerals Protocol Area when those programmes are replaced;

but the addition:

2.1.3 is for the purpose of public notice only; and

2.1.4 does not amend the minerals programmes for the purposes of the Crown Minerals Act 1991 (section 42).

3 Limits

- 3.1 This Crown Minerals Protocol does not:

3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (including the Crown Minerals Act 1991) and government policy, including:

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a Protocol to, or interacting or consulting with, anyone the Crown considers appropriate, including any iwi, hapu, marae, whanau, or representative of tangata whenua (section 39); or

3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of Ngati Porou or a representative entity (section 39); or

3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown owned minerals (section 42).

- 3.2 In this Summary of the Terms of Issue, “**representative entity**” has the same meaning as it has in the Deed of Settlement.

DOCUMENTS

2 PROTOCOLS: CROWN MINERALS PROTOCOL

4 Breach

- 4.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce this Crown Minerals Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 40).
- 4.2 A breach of this Crown Minerals Protocol is not a breach of the Deed of Settlement (clause 5.7).



DOCUMENTS

3 ENCUMBRANCES

3 ENCUMBRANCES



DOCUMENTS

3 ENCUMBRANCES – RAPARAPARIRIKI LOT 6 COVENANT

CONSERVATION COVENANT FOR PART OF RAPARAPARIRIKI BEING LOT 6 DP 8200

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

THIS DEED of COVENANT is made this day of

BETWEEN [THE NGATI POROU POST-SETTLEMENT GOVERNANCE ENTITY] (the
PSGE)

AND THE MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. The PSGE is the registered proprietor on behalf of Ngati Porou of the land described in Schedule 1 (“the Land”) which was vested in the PSGE on [] as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [] (“Deed of Settlement”) and implemented under the provisions of [the Ngati Porou Claims Settlement Act 2011].
- B. To Ngati Porou, the Land has enduring cultural, spiritual and historical associations.
- C. Section 27 of the Conservation Act 1987 provides that a covenant for conservation purposes may be granted or reserved over any land in favour of the Minister; 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 Conservation Values.
- D. The Land contains Conservation Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 which would provide that the Land should be managed to protect those values.
- E. The PSGE intends that the Land should be managed:
- (i) for Conservation Purposes in order to protect the Conservation Values;
 - (ii) so as to preserve the Conservation Values which purpose can be achieved without the Minister acquiring a fee simple or leasehold interest in the Land; and
 - (ii) to protect the spiritual, cultural and historical integrity and values of the Land and its associated water bodies.
- F. The PSGE has therefore entered into this Covenant over the Land:
- (i) for Conservation Purposes;
 - (ii) to preserve the Conservation Values; and
 - (iii) to preserve Ngati Porou cultural values.



DOCUMENTS

3 ENCUMBRANCES – RAPARAPARIRIKI LOT 6 COVENANT

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 runs with the Land and binds all subsequent owners of the Land, the PSGE and Minister agree as follows:

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

- “Acts”** means the Conservation Act 1987 and the Reserves Act 1977.
- “Conservation Act”** means the Conservation Act 1987.
- “Conservation Purposes”** means the preservation and protection of natural and historic resources including specifically 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:
- (a) the conservation values specified in Schedule 1; and
 - (b) any or all of the conservation value or values to which section 77(1) of the Reserves Act applies, being any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic 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.
- “Crown”** means her Majesty the Queen in right of New Zealand.
- “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.



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3 ENCUMBRANCES – RAPARAPARIRIKI LOT 6 COVENANT

“Natural Water”	includes water contained in streams the banks of which have, from time to time, been re-aligned.
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“Ngati Porou”	has the meaning given to it in the Ngati Porou Claims Settlement Act 2011.
“PSGE”	means Governance Entity as defined in the Deed of Settlement.
“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 PSGE 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;
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- 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 and execution of such agreement must not be unreasonably or arbitrarily withheld or delayed.

2 STATEMENT OF NGATI POROU

- 2.1 Ngati Porou has a long cultural, spiritual and historical association with the Land. The PSGE as katieki of the Land on behalf of Ngati Porou, will manage the Land in accordance with tikanga Ngati Porou and in doing so has agreed to enter into this Covenant.

3 OBJECTIVES OF THE COVENANT

- 3.1 The Land must be managed:
 - 3.1.1 for Conservation Purposes;
 - 3.1.2 so as to preserve the Conservation Values; and



DOCUMENTS

3 ENCUMBRANCES – RAPARAPARIRIKI LOT 6 COVENANT

- 3.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

4 IMPLEMENTATION OF OBJECTIVE

- 4.1 Unless agreed in writing by the parties or provided otherwise in the schedules the PSGE must not carry out or permit on or in relation to the Land:

- 4.1.1 grazing of the Land by livestock;
- 4.1.2 subject to clauses 4.3.1 and 4.3.2, felling, removal or damage of any indigenous tree, indigenous shrub or other indigenous plant;
- 4.1.3 the planting of any species of tree, shrub or other plant;
- 4.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 4.1.5 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;
- 4.1.6 any cultivation, earth works or other soil disturbances;
- 4.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 4.1.8 the damming, diverting or taking of Natural Water;
- 4.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of the water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
- 4.1.10 any other activity which might have an adverse effect on the Conservation Values;
- 4.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land; and
- 4.1.12 the erection of utility transmission lines across the Land.

- 4.2 The PSGE must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant.

- 4.3 The PSGE must:

- 4.3.1 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;
- 4.3.2 keep the Land free from exotic tree species;
- 4.3.3 keep the Land free from rubbish or other unsightly or offensive material arising from the PSGE's use of the Land;
- 4.3.4 subject to consultation between the PSGE and the Minister and observance of any reasonable conditions imposed by the PSGE, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on

DOCUMENTS

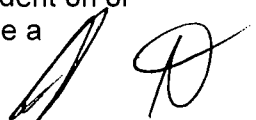
3 ENCUMBRANCES – RAPARAPARIRIKI LOT 6 COVENANT

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;

- 4.3.5 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 4.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 6.1.2; and
- 4.3.6 comply with all requisite statutes, regulations and bylaws in relation to the Land, provided that clauses 4.3.2 to 4.3.5 are subject to clause 4.2.
- 4.4 The PSGE acknowledges that:
- 4.4.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977; and
- 4.4.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.
- 4.5 Notwithstanding clauses 4.3.1, 4.3.2, and 4.3.5, the Minister will pay the PSGE a proportionate share of:
- 4.5.1 the repair or maintenance of Fences on the Land if the work has first been approved by the Minister (which approval must not be withheld unreasonably);
- 4.5.2 the eradication or control of all animal and plant pests, and the removal of exotic tree species if:
- (a) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and
- (b) the Minister has first approved the work (which approval is not to be withheld unreasonably).
- 4.6 The proportionate share payable by the Minister under clause 4.5 is to be calculated having regard to the purpose of any expenditure with the intent that:
- 4.6.1 expenditure essentially for Conservation Purposes will be borne by the Minister;
- 4.6.2 expenditure essentially for farming purposes will be borne by the PSGE; and
- 4.6.3 where the expenditure is partly for Conservation Purposes and partly for farming purposes then the expenditure will be borne by the parties equally or in such other proportion as they may agree and failing agreement as may be determined by the process set out in clause 11.

5 PUBLIC ACCESS

- 5.1 Subject to the terms and conditions contained in this Covenant, the PSGE shall permit the public to enter upon the Land on foot.
- 5.2 Subject to access obligations of clause 5.1, in the case of death or serious accident on or associated with the applicable Land or parts of the Land, the PSGE may declare a



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3 ENCUMBRANCES – RAPARAPARIRIKI LOT 6 COVENANT

Rahui/customary prohibition ("Rahui") according to Ngati Porou tikanga, for a maximum of 14 days unless agreed otherwise by the Minister or their delegate. In the case of declaring a Rahui, clause 5.3 shall apply.

- 5.3 Prior to any declaration of Rahui, the PSGE shall notify the Area Manager, and where reasonably practicable shall give reasonable notice to the public by advertising the Rahui.
- 5.4 For the avoidance of doubt, it is agreed that the following activities are expressly prohibited unless consent is first obtained in writing from the PSGE or unless such activities are listed in the attached Schedules as permitted activities:
- 5.4.1 **Camping:** camping on the Land;
 - 5.4.2 **Horses and Animals:** passage on or through the Land by horses or any other animal used by transportation purposes;
 - 5.4.3 **Dogs or Pets:** dogs or pets of any description, whether retained on a leash or otherwise;
 - 5.4.4 **Vehicles:** passage by motorcycle, bicycle or any other means by locomotion, mechanical, electrical or otherwise; and
 - 5.4.5 **Firearms:** carrying and discharging of a firearm and/or other weapons.

6 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 6.1 The Minister must:
- 6.1.1 provide such assistance as is necessary to help achieve non-rateable status; and
 - 6.1.2 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.
- 6.2 The Minister may:
- 6.2.1 provide to the PSGE technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 3 subject to any financial, statutory or other constraints which may apply to the Minister from time to time; and
 - 6.2.2 prepare, in consultation with the PSGE, a joint plan for the management of the Land to implement the objectives specified in clause 3.

7 JOINT OBLIGATIONS

- 7.1 The PSGE 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 3.

8 DURATION OF COVENANT

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



3 ENCUMBRANCES – RAPARAPARIRIKI LOT 6 COVENANT

9 MISCELLANEOUS MATTERS

9.1 Rights

The rights granted by this Covenant are expressly declared to be in the nature of a covenant but the Crown shall not assign or otherwise dispose of its interest under this 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 PSGE to exercise the PSGE'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 PSGE if the PSGE 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.

9.3.2 In accordance with section 77(4) of the Reserves Act 1977 this Covenant runs with and binds the Land subject to the Covenant. It is deemed an interest in the Land for the purposes of the Land Transfer Act 1952.

9.4 Titles

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

9.5 Acceptance of Covenant

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

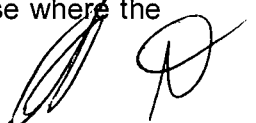
9.6 Fire

9.6.1 The PSGE must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land.

9.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

- (a) requested to do so; or
- (b) if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.

9.6.3 This assistance will be at no cost to the PSGE unless the PSGE is responsible for the wildfire through wilful action or negligence (which includes the case where the



DOCUMENTS

3 ENCUMBRANCES – RAPARAPARIRIKI LOT 6 COVENANT

wildfire 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 PSGE 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 PSGE 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 The parties acknowledge and agree that they:

11.1.1 wish to minimise and promptly settle any dispute which may arise;

11.1.2 must make active efforts in good faith to resolve any such disputes in accordance with clause 11; and

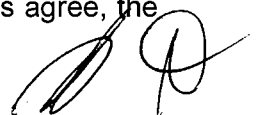
11.1.3 will give the other written notice of the dispute including a description of the main issues.

11.2 The following process shall be undertaken once notice is received by the other party to this Covenant:

11.2.1 within 15 working days of being given written notice, the relevant contact person from the Department of Conservation and the PSGE will meet to work in good faith to resolve the issue;

11.2.2 if the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 11.2.1, the Director-General and the Chief Executive Officer of Te Runanganui o Ngati Porou will meet to work in good faith to resolve the issue; and

11.2.3 if the dispute has still not been resolved within 30 working days of the receipt of the notice referred to in clause 11.2.1, 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 both parties agree, the



DOCUMENTS

3 ENCUMBRANCES – RAPARAPARIRIKI LOT 6 COVENANT

Minister and the Chair of the PSGE will meet to work in good faith to resolve the issue.

11.3 Where the dispute has not been resolved within a reasonable period of time in accordance with clause 11.2.2 or, if applicable, clause 11.2.3, then either party may require the dispute to be referred to mediation as follows:

11.3.1 the party requiring the dispute to be referred to mediation must provide written notice in accordance with this Covenant to the other party; and

11.3.2 the parties will seek to agree on a mediator or mediators and should the parties fail to reach an agreement within 15 working days of the date of the notice prescribed in clause 11.3.1 above, the mediator or mediators will be appointed by the President for the time being of the NZ Law Society. The mediator or mediators will be:

- (a) familiar with Ngati Porou tikanga;
- (b) familiar with tikanga based dispute resolution; and
- (c) independent of the dispute.

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

11.5 The costs of the mediator or mediators will be met jointly by the parties.

11.6 Each party will bear its own costs in every other respect.

12 VARIATION

12.1 The parties may only amend this Covenant by variation in writing. Agreement to, and execution of, any such variation not to be unreasonably or arbitrarily withheld or delayed.

12.2 A variation under clause 12.1 shall be registered on the title to the Land.

13 TERMINATION

13.1 The parties may terminate this Covenant only by written mutual agreement.

14 NOTICES

14.1 Any notice required to be served on the PSGE or the Crown shall be sufficiently served if the notice is served to the address stated in Schedule 2 or such other address provided by the parties (from time to time).

14.2 In the event of a change in address the relevant party must notify the other party of the change in writing immediately.

14.3 The PSGE 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.

15 SPECIAL CONDITIONS

15.1 Special conditions relating to this Covenant are set out in Schedule 1.

DOCUMENTS

3 ENCUMBRANCES – RAPARAPARIRIKI LOT 6 COVENANT

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

Executed as a Deed

Signed by _____ as)
PSGE 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: _____



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3 ENCUMBRANCES – RAPARAPARIRIKI LOT 6 COVENANT

SCHEDULE 1

Part of Raparapaririki Lot 6 DP 8200

Background

1. The part of Raparapaririki is 19.3300 hectares, more or less, being Lot 6 DP 8200.
2. Access to Raparapaririki is over licensed land.

Description of Ngati Porou values in respect of the Land

3. Raparapaririki means “the soles of the feet of the little ones” and refers to the footprints left in the area by the children of the Maui people of Hukurangi.

The Raparapaririki lands hold ancestral values for Ngati Porou.

"Ko te ahikaroa na Uepohatu, Te Aitanga a Mate, Te Umuariki e"

Uepohatu, Te Aitanga a Mate and Te Whanau a Umuariki have been the ancestral owners and guardians of Raparapaririki since time immemorial.

These hapu continue to hold mana whenua over Raparapaririki and the surrounding lands, including Hukurangi.

Description of Conservation Values to be protected

4. The Covenant is to protect public access.

Special conditions

Clause references are to the Covenant.

5. Clauses 4.1 and 4.3 do not apply.



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3 ENCUMBRANCES – RAPARAPARIRIKI LOT 6 COVENANT

SCHEDULE 2

Addresses for Service:

The Director-General's address for service is:

Department of Conservation
Gisborne Whakatane area Office
63 Carnarvon Street
Gisborne 4010

Attention: the Area Manager

The PSGE's address for service is:

(
[To be completed]

Two handwritten signatures in black ink, one on the left and one on the right, located in the bottom right corner of the page.

DOCUMENTS

3 ENCUMBRANCES – RAPARAPARIRIKI LOT 6 COVENANT

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



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3 ENCUMBRANCES – RAPARAPARIRIKI LOTS 7 AND 8 COVENANT

OPERATIVE PARTS

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3 ENCUMBRANCES – RAPARAPARIRIKI LOTS 7 AND 8 COVENANT

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3 ENCUMBRANCES – RAPARAPARIRIKI LOTS 7 AND 8 COVENANT

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- 4.1.6 any cultivation, earth works or other soil disturbances;
- 4.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 4.1.8 the damming, diverting or taking of Natural Water;
- 4.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of the water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
- 4.1.10 any other activity which might have an adverse effect on the Conservation Values;
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- 4.3.1 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;
- 4.3.2 keep the Land free from exotic tree species;
- 4.3.3 keep the Land free from rubbish or other unsightly or offensive material arising from the PSGE's use of the Land;
- 4.3.4 subject to consultation between the PSGE and the Minister and observance of any reasonable conditions imposed by the PSGE, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on

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3 ENCUMBRANCES – RAPARAPARIRIKI LOTS 7 AND 8 COVENANT

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;

4.3.5 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 4.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 6.1.2; and

4.3.6 comply with all requisite statutes, regulations and bylaws in relation to the Land, provided that clauses 4.3.2 to 4.3.5 are subject to clause 4.2.

4.4 The PSGE acknowledges that:

4.4.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977; and

4.4.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4.5 Notwithstanding clauses 4.3.1, 4.3.2, and 4.3.5, the Minister will pay the PSGE a proportionate share of:

4.5.1 the repair or maintenance of Fences on the Land if the work has first been approved by the Minister (which approval must not be withheld unreasonably); and

4.5.2 the eradication or control of all animal and plant pests, and the removal of exotic tree species if:

(a) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and

(b) the Minister has first approved the work (which approval is not to be withheld unreasonably).

4.6 The proportionate share payable by the Minister under clause 4.5 is to be calculated having regard to the purpose of any expenditure with the intent that:

4.6.1 expenditure essentially for Conservation Purposes will be borne by the Minister;

4.6.2 expenditure essentially for farming purposes will be borne by the PSGE; and

4.6.3 where the expenditure is partly for Conservation Purposes and partly for farming purposes then the expenditure will be borne by the parties equally or in such other proportion as they may agree and failing agreement as may be determined by the process set out in clause 11.

5 PUBLIC ACCESS

5.1 Subject to the terms and conditions contained in this Covenant, the PSGE shall permit the public to enter upon the Land on foot.



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3 ENCUMBRANCES – RAPARAPARIRIKI LOTS 7 AND 8 COVENANT

- 5.2 Subject to access obligations of clause 5.1, in the case of death or serious accident on or associated with the applicable Land or parts of the Land, the PSGE may declare a Rahui/customary prohibition ("Rahui") according to Ngati Porou tikanga, for a maximum of 14 days unless agreed otherwise by the Minister or their delegate. In the case of declaring a Rahui, clause 5.3 shall apply.
- 5.3 Prior to any declaration of Rahui, the PSGE shall notify the Area Manager, and where reasonably practicable shall give reasonable notice to the public by advertising the Rahui.
- 5.4 For the avoidance of doubt, it is agreed that the following activities are expressly prohibited unless consent is first obtained in writing from the PSGE or unless such activities are listed in the attached Schedules as permitted activities:
- 5.4.1 **Camping:** camping on the Land;
 - 5.4.2 **Horses and Animals:** passage on or through the Land by horses or any other animal used by transportation purposes;
 - 5.4.3 **Dogs or Pets:** dogs or pets of any description, whether retained on a leash or otherwise;
 - 5.4.4 **Vehicles:** passage by motorcycle, bicycle or any other means by locomotion, mechanical, electrical or otherwise; and
 - 5.4.5 **Firearms:** carrying and discharging of a firearm and/or other weapons.

6 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

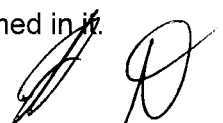
- 6.1 The Minister must:
- 6.1.1 provide such assistance as is necessary to help achieve non-rateable status; and
 - 6.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.
- 6.2 The Minister may:
- 6.2.1 provide to the PSGE technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 3 subject to any financial, statutory or other constraints which may apply to the Minister from time to time; and
 - 6.2.2 prepare, in consultation with the PSGE, a joint plan for the management of the Land to implement the objectives specified in clause 3.

7 JOINT OBLIGATIONS

- 7.1 The PSGE 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 3.

8 DURATION OF COVENANT

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



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3 ENCUMBRANCES – RAPARAPARIRIKI LOTS 7 AND 8 COVENANT

9 MISCELLANEOUS MATTERS

9.1 Rights

The rights granted by this Covenant are expressly declared to be in the nature of a covenant but the Crown shall not assign or otherwise dispose of its interest under this 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 PSGE to exercise the PSGE'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 PSGE if the PSGE 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.

9.3.2 In accordance with section 77(4) of the Reserves Act 1977 this Covenant runs with and binds the Land subject to the Covenant. It is deemed an interest in the Land for the purposes of the Land Transfer Act 1952.

9.4 Titles

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

9.5 Acceptance of Covenant

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 PSGE must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land.

9.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

- (a) requested to do so; or
- (b) if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.

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3 ENCUMBRANCES – RAPARAPARIRIKI LOTS 7 AND 8 COVENANT

9.6.3 This assistance will be at no cost to the PSGE unless the PSGE is responsible for the wildfire through wilful action or negligence (which includes the case where the wildfire 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 PSGE 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 PSGE 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 The parties acknowledge and agree that they:

11.1.1 wish to minimise and promptly settle any dispute which may arise;

11.1.2 must make active efforts in good faith to resolve any such disputes in accordance with clause 11; and.

11.1.3 will give the other written notice of the dispute including a description of the main issues.

11.2 The following process shall be undertaken once notice is received by the other party to this Covenant:

11.2.1 within 15 working days of being given written notice, the relevant contact person from the Department of Conservation and the PSGE will meet to work in good faith to resolve the issue;

11.2.2 if the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 11.2.1, the Director-General and the Chief Executive Officer of Te Runanganui o Ngati Porou will meet to work in good faith to resolve the issue; and.

11.2.3 if the dispute has still not been resolved within 30 working days of the receipt of the notice referred to in clause 11.2.1, and where the matter is of such significance and

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3 ENCUMBRANCES – RAPARAPARIRIKI LOTS 7 AND 8 COVENANT

the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and both parties agree, the Minister and the Chair of the PSGE will meet to work in good faith to resolve the issue.

11.3 Where the dispute has not been resolved within a reasonable period of time in accordance with clause 11.2.2 or, if applicable, clause 11.2.3, then either party may require the dispute to be referred to mediation as follows:

11.3.1 the party requiring the dispute to be referred to mediation must provide written notice in accordance with this Covenant to the other party; and

11.3.2 the parties will seek to agree on a mediator or mediators and should the parties fail to reach an agreement within 15 working days of the date of the notice prescribed in clause 11.3.1 above, the mediator or mediators will be appointed by the President for the time being of the NZ Law Society. The mediator or mediators will be:

- (a) familiar with Ngati Porou tikanga;
- (b) familiar with tikanga based dispute resolution; and
- (c) independent of the dispute.

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

11.5 The costs of the mediator or mediators will be met jointly by the parties.

11.6 Each party will bear its own costs in every other respect.

12 VARIATION

12.1 The parties may only amend this Covenant by variation in writing. Agreement to, and execution of, any such variation not to be unreasonably or arbitrarily withheld or delayed.

12.2 A variation under clause 12.1 shall be registered on the title to the Land.

13 TERMINATION

13.1 The parties may terminate this Covenant only by written mutual agreement.

14 NOTICES

14.1 Any notice required to be served on the PSGE or the Crown shall be sufficiently served if the notice is served to the address stated in Schedule 2 or such other address provided by the parties (from time to time).

14.2 In the event of a change in address the relevant party must notify the other party of the change in writing immediately.

14.3 The PSGE 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.

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3 ENCUMBRANCES – RAPARAPARIRIKI LOTS 7 AND 8 COVENANT

15 SPECIAL CONDITIONS

15.1 Special conditions relating to this Covenant are set out in Schedule 1.

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

Executed as a Deed

Signed by _____ as)
PSGE 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: _____

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3 ENCUMBRANCES – RAPARAPARIRIKI LOTS 7 AND 8 COVENANT

SCHEDULE 1

Part Raparapaririki Lots 7 and 8 DP 8200

Background

1. The part of Raparapaririki comprising 120.4100 hectares, more or less, being Lots 7 and 8 DP 8200.
2. Access to Raparapaririki is over licensed land.

Description of Ngati Porou values in respect of the Land

3. Raparapaririki means “the soles of the feet of the little ones” and refers to the footprints left in the area by the children of the Maui people of Hikurangi.

The Raparapaririki lands hold ancestral values for Ngati Porou.

"Ko te ahikaroa na Uepohatu, Te Aitanga a Mate, Te Umuariki e"

Uepohatu, Te Aitanga a Mate and Te Whanau a Umuariki have been the ancestral owners and guardians of Raparapaririki since time immemorial.

These hapu continue to hold mana whenua over Raparapaririki and the surrounding lands, including Hikurangi.

Description of Conservation Values to be protected

4. Raparapaririki Lots 7 and 8 contain indigenous podocarp vegetation remaining remnant forest with beech, Rimu and Tawa. But is surrounded by production Radiata forest.
5. The Covenant is to:
 - a. protect public access;
 - b. protect the indigenous vegetation; and
 - c. protect the natural character of the Land with particular regard to the indigenous flora and fauna.

Special conditions

Clause references are to the Covenant.

6. Clause 4.1.2 applies to Raparapaririki Lots 7 and 8 in relation to indigenous plants only.
7. Clause 4.1.6 is replaced by the following clause:
 - 4.1.6 any cultivation, earthworks or other soil disturbance except that undertaken for maintenance of the road.
8. Clause 4.3.2 is replaced by the following clause:

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3 ENCUMBRANCES – RAPARAPARIRIKI LOTS 7 AND 8 COVENANT

- 4.3.2 keep the Land free of exotic tree species with the exception of the existing plantation trees.



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3 ENCUMBRANCES – RAPARAPARIRIKI LOTS 7 AND 8 COVENANT

SCHEDULE 2

Addresses for Service:

The Director-General's address for service is:

Department of Conservation
Gisborne Whakatane area Office
63 Carnarvon Street
Gisborne 4010

(Attention: the Area Manager

The PSGE's address for service is:

[To be completed]



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3 ENCUMBRANCES – RAPARAPARIRIKI LOTS 7 AND 8 COVENANT

GRANT of

Certified correct for the purposes of
the Land Transfer Act 1952

CONSERVATION COVENANT

Solicitor for the Minister of
Conservation

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



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3 ENCUMBRANCES – RUATAUPARE COVENANT

CONSERVATION COVENANT FOR RUATAUPARE

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

THIS DEED of COVENANT is made this day of

BETWEEN [THE NGATI POROU POST-SETTLEMENT GOVERNANCE ENTITY] (the
PSGE)

AND THE MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. The PSGE is the registered proprietor on behalf of Ngati Porou of the land described in Schedule 1 (“the Land”) which was vested in the PSGE on [] as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [] (“Deed of Settlement”) and implemented under the provisions of [the Ngati Porou Claims Settlement Act 2011].
- B. To Ngati Porou, the Land has enduring cultural, spiritual and historical associations.
- C. Section 27 of the Conservation Act 1987 provides that a covenant for conservation purposes may be granted or reserved over any land in favour of the Minister; 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 Conservation Values.
- D. The Land contains Conservation Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 which would provide that the Land should be managed to protect those values.
- E. The PSGE intends that the Land should be managed:
- (i) for Conservation Purposes in order to protect the Conservation Values;
 - (ii) so as to preserve the Conservation Values which purpose can be achieved without the Minister acquiring a fee simple or leasehold interest in the Land; and
 - (ii) to protect the spiritual, cultural and historical integrity and values of the Land and its associated water bodies.
- F. The PSGE has therefore entered into this Covenant over the Land:
- (i) for Conservation Purposes;
 - (ii) to preserve the Conservation Values; and
 - (iii) to preserve Ngati Porou cultural values.

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3 ENCUMBRANCES – RUATAUPARE COVENANT

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 runs with the Land and binds all subsequent owners of the Land, the PSGE and Minister agree as follows:

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

- “Acts”** means the Conservation Act 1987 and the Reserves Act 1977.
- “Conservation Act”** means the Conservation Act 1987.
- “Conservation Purposes”** means the preservation and protection of natural and historic resources including specifically 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:
- (a) the conservation values specified in Schedule 1; and
 - (b) any or all of the conservation value or values to which section 77(1) of the Reserves Act applies, being any or all of the Land’s natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic 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.
- “Crown”** means her Majesty the Queen in right of New Zealand.
- “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.

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3 ENCUMBRANCES – RUATAUPARE COVENANT

“Natural Water”	includes water contained in streams the banks of which have, from time to time, been re-aligned.
“Reserves Act”	means the Reserve Act 1977.
“Ngati Porou”	has the meaning given to it in the Ngati Porou Claims Settlement Act 2011.
“PSGE”	means Governance Entity as defined in the Deed of Settlement.
“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 PSGE 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 and execution of such agreement must not be unreasonably or arbitrarily withheld or delayed.

2 STATEMENT OF NGATI POROU

- 2.1 Ngati Porou has a long cultural, spiritual and historical association with the Land. The PSGE as katieki of the Land on behalf of Ngati Porou, will manage the Land in accordance with tikanga Ngati Porou and in doing so has agreed to enter into this Covenant.

3 OBJECTIVES OF THE COVENANT

3.1 The Land must be managed:

- 3.1.1 for Conservation Purposes;
- 3.1.2 so as to preserve the Conservation Values; and



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3 ENCUMBRANCES – RUATAUPARE COVENANT

- 3.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

4 IMPLEMENTATION OF OBJECTIVE

- 4.1 Unless agreed in writing by the parties or provided otherwise in the schedules the PSGE must not carry out or permit on or in relation to the Land:

- 4.1.1 grazing of the Land by livestock;
- 4.1.2 subject to clauses 4.3.1 and 4.3.2, felling, removal or damage of any indigenous tree, indigenous shrub or other indigenous plant;
- 4.1.3 the planting of any species of tree, shrub or other plant;
- 4.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 4.1.5 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;
- 4.1.6 any cultivation, earth works or other soil disturbances;
- 4.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 4.1.8 the damming, diverting or taking of Natural Water;
- 4.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of the water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
- 4.1.10 any other activity which might have an adverse effect on the Conservation Values;
- 4.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land; and
- 4.1.12 the erection of utility transmission lines across the Land.

- 4.2 The PSGE must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant.

- 4.3 The PSGE must:

- 4.3.1 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;
- 4.3.2 keep the Land free from exotic tree species;
- 4.3.3 keep the Land free from rubbish or other unsightly or offensive material arising from the PSGE's use of the Land;
- 4.3.4 subject to consultation between the PSGE and the Minister and observance of any reasonable conditions imposed by the PSGE, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on

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3 ENCUMBRANCES – RUATAUPARE COVENANT

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;

4.3.5 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 4.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 6.1.2; and

4.3.6 comply with all requisite statutes, regulations and bylaws in relation to the Land, provided that clauses 4.3.2 to 4.3.5 are subject to clause 4.2.

4.4 The PSGE acknowledges that:

4.4.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977; and

4.4.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4.5 Notwithstanding clauses 4.3.1, 4.3.2, and 4.3.5, the Minister will pay the PSGE a proportionate share of:

4.5.1 the repair or maintenance of Fences on the Land if the work has first been approved by the Minister (which approval must not be withheld unreasonably); and

4.5.2 the eradication or control of all animal and plant pests, and the removal of exotic tree species if:

(a) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and

(b) the Minister has first approved the work (which approval is not to be withheld unreasonably).

4.6 The proportionate share payable by the Minister under clause 4.5 is to be calculated having regard to the purpose of any expenditure with the intent that:

4.6.1 expenditure essentially for Conservation Purposes will be borne by the Minister;

4.6.2 expenditure essentially for farming purposes will be borne by the PSGE; and

4.6.3 where the expenditure is partly for Conservation Purposes and partly for farming purposes then the expenditure will be borne by the parties equally or in such other proportion as they may agree and failing agreement as may be determined by the process set out in clause 11.

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5.1 Subject to the terms and conditions contained in this Covenant, the PSGE shall permit the public to enter upon the Land on foot.



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- 5.2 Subject to access obligations of clause 5.1, in the case of death or serious accident on or associated with the applicable Land or parts of the Land, the PSGE may declare a **Rahui/customary prohibition ("Rahui")** according to **Ngati Porou tikanga**, for a maximum of 14 days unless agreed otherwise by the Minister or their delegate. In the case of declaring a **Rahui**, clause 5.3 shall apply.
- 5.3 Prior to any declaration of **Rahui**, the PSGE shall notify the Area Manager, and where reasonably practicable shall give reasonable notice to the public by advertising the **Rahui**.
- 5.4 For the avoidance of doubt, it is agreed that the following activities are expressly prohibited unless consent is first obtained in writing from the PSGE or unless such activities are listed in the attached Schedules as permitted activities:
- 5.4.1 **Camping:** camping on the Land;
- 5.4.2 **Horses and Animals:** passage on or through the Land by horses or any other animal used by transportation purposes;
- 5.4.3 **Dogs or Pets:** dogs or pets of any description, whether retained on a leash or otherwise;
- 5.4.4 **Vehicles:** passage by motorcycle, bicycle or any other means by locomotion, mechanical, electrical or otherwise; and
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6 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

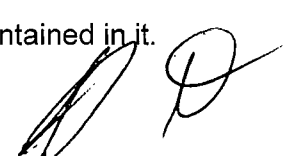
- 6.1 The Minister must:
- 6.1.1 provide such assistance as is necessary to help achieve non-rateable status; and
- 6.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.
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- 6.2.1 provide to the PSGE technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 3 subject to any financial, statutory or other constraints which may apply to the Minister from time to time; and
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- 7.1 The PSGE 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 3.

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



3 ENCUMBRANCES – RUATAUPARE COVENANT

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The rights granted by this Covenant are expressly declared to be in the nature of a covenant but the Crown shall not assign or otherwise dispose of its interest under this Covenant.

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9.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the PSGE to exercise the PSGE'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 PSGE if the PSGE 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.

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

9.5 Acceptance of Covenant

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

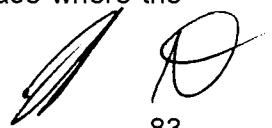
9.6 Fire

9.6.1 The PSGE must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land.

9.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

- (a) requested to do so; or
- (b) if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.

9.6.3 This assistance will be at no cost to the PSGE unless the PSGE is responsible for the wildfire through wilful action or negligence (which includes the case where the



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3 ENCUMBRANCES – RUATAUPARE COVENANT

wildfire 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 PSGE 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 PSGE 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 The parties acknowledge and agree that they:

11.1.1 wish to minimise and promptly settle any dispute which may arise;

11.1.2 must make active efforts in good faith to resolve any such disputes in accordance with clause 11; and

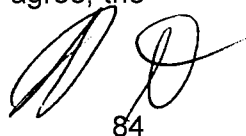
11.1.3 will give the other written notice of the dispute including a description of the main issues.

11.2 The following process shall be undertaken once notice is received by the other party to this Covenant:

11.2.1 within 15 working days of being given written notice, the relevant contact person from the Department of Conservation and the PSGE will meet to work in good faith to resolve the issue;

11.2.2 if the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 11.2.1, the Director-General and the Chief Executive Officer of Te Runanganui o Ngati Porou will meet to work in good faith to resolve the issue; and

11.2.3 if the dispute has still not been resolved within 30 working days of the receipt of the notice referred to in clause 11.2.1, 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 both parties agree, the



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Minister and the Chair of the PSGE will meet to work in good faith to resolve the issue.

11.3 Where the dispute has not been resolved within a reasonable period of time in accordance with clause 11.2.2 or, if applicable, clause 11.2.3, then either party may require the dispute to be referred to mediation as follows:

11.3.1 the party requiring the dispute to be referred to mediation must provide written notice in accordance with this Covenant to the other party; and

11.3.2 the parties will seek to agree on a mediator or mediators and should the parties fail to reach an agreement within 15 working days of the date of the notice prescribed in clause 11.3.1 above, the mediator or mediators will be appointed by the President for the time being of the NZ Law Society. The mediator or mediators will be:

- (a) familiar with Ngati Porou tikanga;
- (b) familiar with tikanga based dispute resolution; and
- (c) independent of the dispute.

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

11.5 The costs of the mediator or mediators will be met jointly by the parties.

11.6 Each party will bear its own costs in every other respect.

12 VARIATION

12.1 The parties may only amend this Covenant by variation in writing. Agreement to, and execution of, any such variation not to be unreasonably or arbitrarily withheld or delayed.

12.2 A variation under clause 12.1 shall be registered on the title to the Land.

13 TERMINATION

13.1 The parties may terminate this Covenant only by written mutual agreement.

14 NOTICES

14.1 Any notice required to be served on the PSGE or the Crown shall be sufficiently served if the notice is served to the address stated in Schedule 2 or such other address provided by the parties (from time to time).

14.2 In the event of a change in address the relevant party must notify the other party of the change in writing immediately.

14.3 The PSGE 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.

15 SPECIAL CONDITIONS

15.1 Special conditions relating to this Covenant are set out in Schedule 1.



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3 ENCUMBRANCES – RUATAUPARE COVENANT

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

Executed as a Deed

Signed by _____ as)
PSGE 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: _____



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3 ENCUMBRANCES – RUATAUPARE COVENANT

SCHEDULE 1

Ruataupare

Background

1. Ruataupare is 1.2166 hectares, more or less, being Sections 6 and 7, Block I, Waipiro Survey District.
2. Legal access is gained to Ruataupare via a public road.

Description of Ngati Porou values in respect of the Land

3. The Ruataupare land holds ancestral values for Ngati Porou.

The section of Te Whanau a Ruataupare residing at Tuparoa has had an ancestral association with Ruataupare since time immemorial. They continue to hold mana whenua over this Land.

Description of Conservation Values to be protected

4. Ruataupere has scattered regenerating indigenous vegetation.
5. The Covenant is to:
 - a. protect public access;
 - b. protect existing indigenous vegetation; and
 - c. protect the natural character of the Land with particular regard to the indigenous flora and fauna.

Special conditions

Clause references are to the Covenant.

6. Clause 4.1.1 does not apply.
7. Clause 4.1.4 is replaced by the following clause:
 - 4.1.4 the erection of any building, structure or any other improvement for any purpose, excluding fencing.



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3 ENCUMBRANCES – RUATAUPARE COVENANT

SCHEDULE 2

Addresses for Service:

The Director-General's address for service is:

Department of Conservation
Gisborne Whakatane area Office
63 Carnarvon Street
Gisborne 4010

Attention: the Area Manager

The PSGE's address for service is:

(
[To be completed]

(


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3 ENCUMBRANCES – RUATAUPARE COVENANT

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



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3 ENCUMBRANCES – AWANUI COVENANT

CONSERVATION COVENANT FOR AWANUI

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

THIS DEED of COVENANT is made this day of

BETWEEN [THE NGATI POROU POST-SETTLEMENT GOVERNANCE ENTITY] (the
PSGE)

AND THE MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. The PSGE is the registered proprietor on behalf of Ngati Porou of the land described in Schedule 1 (“the Land”) which was vested in the PSGE on [] as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [] (“Deed of Settlement”) and implemented under the provisions of [the Ngati Porou Claims Settlement Act 2011].
- B. To Ngati Porou, the Land has enduring cultural, spiritual and historical associations.
- C. Section 27 of the Conservation Act 1987 provides that a covenant for conservation purposes may be granted or reserved over any land in favour of the Minister; 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 Conservation Values.
- D. The Land contains Conservation Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 which would provide that the Land should be managed to protect those values.
- E. The PSGE intends that the Land should be managed:
- (i) for Conservation Purposes in order to protect the Conservation Values;
 - (ii) so as to preserve the Conservation Values which purpose can be achieved without the Minister acquiring a fee simple or leasehold interest in the Land; and
 - (ii) to protect the spiritual, cultural and historical integrity and values of the Land and its associated water bodies.
- F. The PSGE has therefore entered into this Covenant over the Land:
- (i) for Conservation Purposes;
 - (ii) to preserve the Conservation Values; and

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3 ENCUMBRANCES – AWANUI COVENANT

(iii) to preserve Ngati Porou cultural 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 runs with the Land and binds all subsequent owners of the Land, the PSGE and Minister agree as follows:

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

“Acts” means the Conservation Act 1987 and the Reserves Act 1977.

“Conservation Act” means the Conservation Act 1987.

“Conservation Purposes” means the preservation and protection of natural and historic resources including specifically 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:

- (a) the conservation values specified in Schedule 1; and
- (b) any or all of the conservation value or values to which section 77(1) of the Reserves Act applies, being any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic 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.

“Crown” means her Majesty the Queen in right of New Zealand.

“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.



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3 ENCUMBRANCES – AWANUI COVENANT

"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Reserves Act"	means the Reserve Act 1977.
"Ngati Porou"	has the meaning given to it in the Ngati Porou Claims Settlement Act 2011.
"PSGE"	means Governance Entity as defined in the Deed of Settlement.
"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 PSGE 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.
- 1.2.9 where clauses in this Covenant require further agreement between the parties, such agreement and execution of such agreement must not be unreasonably or arbitrarily withheld or delayed.

2 STATEMENT OF NGATI POROU

- 2.1 Ngati Porou has a long cultural, spiritual and historical association with the Land. The PSGE as katieki of the Land on behalf of Ngati Porou, will manage the Land in accordance with tikanga Ngati Porou and in doing so has agreed to enter into this Covenant.

3 OBJECTIVES OF THE COVENANT

- 3.1 The Land must be managed:
 - 3.1.1 for Conservation Purposes;
 - 3.1.2 so as to preserve the Conservation Values; and



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3 ENCUMBRANCES – AWANUI COVENANT

3.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

4 IMPLEMENTATION OF OBJECTIVE

4.1 Unless agreed in writing by the parties or provided otherwise in the schedules the PSGE must not carry out or permit on or in relation to the Land:

- 4.1.1 grazing of the Land by livestock;
- 4.1.2 subject to clauses 4.3.1 and 4.3.2, felling, removal or damage of any indigenous tree, indigenous shrub or other indigenous plant;
- 4.1.3 the planting of any species of tree, shrub or other plant;
- 4.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 4.1.5 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;
- 4.1.6 any cultivation, earth works or other soil disturbances;
- 4.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 4.1.8 the damming, diverting or taking of Natural Water;
- 4.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of the water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
- 4.1.10 any other activity which might have an adverse effect on the Conservation Values;
- 4.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land; and
- 4.1.12 the erection of utility transmission lines across the Land.

4.2 The PSGE must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant.

4.3 The PSGE must:

- 4.3.1 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;
- 4.3.2 keep the Land free from exotic tree species;
- 4.3.3 keep the Land free from rubbish or other unsightly or offensive material arising from the PSGE's use of the Land;
- 4.3.4 subject to consultation between the PSGE and the Minister and observance of any reasonable conditions imposed by the PSGE, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on

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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;

4.3.5 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 4.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 6.1.2; and

4.3.6 comply with all requisite statutes, regulations and bylaws in relation to the Land, provided that clauses 4.3.2 to 4.3.5 are subject to clause 4.2.

4.4 The PSGE acknowledges that:

4.4.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977; and

4.4.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4.5 Notwithstanding clauses 4.3.1, 4.3.2, and 4.3.5, the Minister will pay the PSGE a proportionate share of:

4.5.1 the repair or maintenance of Fences on the Land if the work has first been approved by the Minister (which approval must not be withheld unreasonably); and

4.5.2 the eradication or control of all animal and plant pests, and the removal of exotic tree species if:

(a) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and

(b) the Minister has first approved the work (which approval is not to be withheld unreasonably).

4.6 The proportionate share payable by the Minister under clause 4.5 is to be calculated having regard to the purpose of any expenditure with the intent that:

4.6.1 expenditure essentially for Conservation Purposes will be borne by the Minister;

4.6.2 expenditure essentially for farming purposes will be borne by the PSGE; and

4.6.3 where the expenditure is partly for Conservation Purposes and partly for farming purposes then the expenditure will be borne by the parties equally or in such other proportion as they may agree and failing agreement as may be determined by the process set out in clause 11.

5 PUBLIC ACCESS

5.1 Subject to the terms and conditions contained in this Covenant, the PSGE shall permit the public to enter upon the Land on foot.

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- 5.2 Subject to access obligations of clause 5.1, in the case of death or serious accident on or associated with the applicable Land or parts of the Land, the PSGE may declare a Rahui/customary prohibition ("Rahui") according to Ngati Porou tikanga, for a maximum of 14 days unless agreed otherwise by the Minister or their delegate. In the case of declaring a Rahui, clause 5.3 shall apply.
- 5.3 Prior to any declaration of Rahui, the PSGE shall notify the Area Manager, and where reasonably practicable shall give reasonable notice to the public by advertising the Rahui.
- 5.4 For the avoidance of doubt, it is agreed that the following activities are expressly prohibited unless consent is first obtained in writing from the PSGE or unless such activities are listed in the attached Schedules as permitted activities:
- 5.4.1 **Camping:** camping on the Land;
 - 5.4.2 **Horses and Animals:** passage on or through the Land by horses or any other animal used by transportation purposes;
 - 5.4.3 **Dogs or Pets:** dogs or pets of any description, whether retained on a leash or otherwise;
 - 5.4.4 **Vehicles:** passage by motorcycle, bicycle or any other means by locomotion, mechanical, electrical or otherwise; and
 - 5.4.5 **Firearms:** carrying and discharging of a firearm and/or other weapons.

6 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 6.1 The Minister must:
- 6.1.1 provide such assistance as is necessary to help achieve non-rateable status; and
 - 6.1.2 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.
- 6.2 The Minister may:
- 6.2.1 provide to the PSGE technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 3 subject to any financial, statutory or other constraints which may apply to the Minister from time to time; and
 - 6.2.2 prepare, in consultation with the PSGE, a joint plan for the management of the Land to implement the objectives specified in clause 3.

7 JOINT OBLIGATIONS

- 7.1 The PSGE 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 3.



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3 ENCUMBRANCES – AWANUI COVENANT

8 DURATION OF COVENANT

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

9 MISCELLANEOUS MATTERS

9.1 Rights

The rights granted by this Covenant are expressly declared to be in the nature of a covenant but the Crown shall not assign or otherwise dispose of its interest under this 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 PSGE to exercise the PSGE'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 PSGE if the PSGE 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.
- 9.3.2 In accordance with section 77(4) of the Reserves Act 1977 this Covenant runs with and binds the Land subject to the Covenant. It is deemed an interest in the Land for the purposes of the Land Transfer Act 1952.

9.4 Titles

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

9.5 Acceptance of Covenant

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 PSGE must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land.
- 9.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:
- (a) requested to do so; or
 - (b) if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977

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9.6.3 This assistance will be at no cost to the PSGE unless the PSGE is responsible for the wildfire through wilful action or negligence (which includes the case where the wildfire 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 PSGE 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 PSGE 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 The parties acknowledge and agree that they:

11.1.1 wish to minimise and promptly settle any dispute which may arise;

11.1.2 must make active efforts in good faith to resolve any such disputes in accordance with clause 11; and

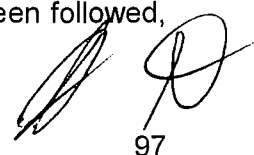
11.1.3 will give the other written notice of the dispute including a description of the main issues.

11.2 The following process shall be undertaken once notice is received by the other party to this Covenant:

11.2.1 within 15 working days of being given written notice, the relevant contact person from the Department of Conservation and the PSGE will meet to work in good faith to resolve the issue;

11.2.2 if the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 11.2.1, the Director-General and the Chief Executive Officer of Te Runanganui o Ngati Porou will meet to work in good faith to resolve the issue; and

11.2.3 if the dispute has still not been resolved within 30 working days of the receipt of the notice referred to in clause 11.2.1, and where the matter is of such significance and the dispute remains outstanding despite the above process having been followed,



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provided it is not inconsistent with statutory obligations and both parties agree, the Minister and the Chair of the PSGE will meet to work in good faith to resolve the issue.

11.3 Where the dispute has not been resolved within a reasonable period of time in accordance with clause 11.2.2 or, if applicable, clause 11.2.3, then either party may require the dispute to be referred to mediation as follows:

11.3.1 the party requiring the dispute to be referred to mediation must provide written notice in accordance with this Covenant to the other party; and

11.3.2 the parties will seek to agree on a mediator or mediators and should the parties fail to reach an agreement within 15 working days of the date of the notice prescribed in clause 11.3.1 above, the mediator or mediators will be appointed by the President for the time being of the NZ Law Society. The mediator or mediators will be:

- (a) familiar with Ngati Porou tikanga;
- (b) familiar with tikanga based dispute resolution; and
- (c) independent of the dispute.

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

11.5 The costs of the mediator/mediators will be met jointly by the parties.

11.6 Each party will bear its own costs in every other respect.

12 VARIATION

12.1 The parties may only amend this Covenant by variation in writing. Agreement to, and execution of, any such variation not to be unreasonably or arbitrarily withheld or delayed.

12.2 A variation under clause 12.1 shall be registered on the title to the Land.

13 TERMINATION

13.1 The parties may terminate this Covenant only by written mutual agreement.

14 NOTICES

14.1 Any notice required to be served on the PSGE or the Crown shall be sufficiently served if the notice is served to the address stated in Schedule 2 or such other address provided by the parties (from time to time).

14.2 In the event of a change in address the relevant party must notify the other party of the change in writing immediately.

14.3 The PSGE 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.



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15 SPECIAL CONDITIONS

- 15.1 Special conditions relating to this Covenant are set out in Schedule 1.
- 15.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

Signed by _____ as)
PSGE 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: _____



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3 ENCUMBRANCES – AWANUI COVENANT

SCHEDULE 1

Awanui

Background

1. Awanui is 1.8211 hectares, more or less, being Sections 5 and 6, Awanui Suburban and Section 9, Town of Awanui.
2. Awanui is not fenced and is used by the adjoining landowner as 'grazing land'.
3. Legal access is gained to Awanui via an unformed public road.

Description of Ngati Porou values in respect of the Land

4. The Awanui land holds ancestral values for Ngati Porou.

The Ngati Horowai, Te Whanau a Uruhonea and Te Whanau a Mahaki hapu of Te Horo have had ancestral associations with Awanui since time immemorial. They are connected through whakapapa and continue to hold mana whenua over their land.

Description of Conservation Values to be protected

5. Awanui has indigenous manuka re-growth and is informally grazed by the adjoining landowner.
6. The Covenant is to:
 - a. protect existing indigenous vegetation; and
 - b. protect the natural character of the Land with particular regard to the indigenous flora and fauna.

Special conditions

Clause references are to the Covenant.

7. Clause 4.1.1 does not apply.
8. Clause 4.1.4 is replaced by the following clause:
 - 4.1.4 the erection of any building, structure or any other improvement for any purpose, excluding fencing.



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SCHEDULE 2

Addresses for Service:

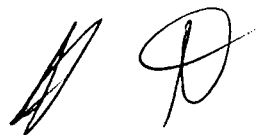
The Director-General's address for service is:

Department of Conservation
Gisborne Whakatane area Office
63 Carnarvon Street
Gisborne 4010

Attention: the Area Manager

The PSGE's address for service is:

(
[To be completed]

(


DOCUMENTS

3 ENCUMBRANCES – AWANUI COVENANT

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**



DOCUMENTS

3 ENCUMBRANCES – WAIPARE REDWOODS COVENANT

CONSERVATION COVENANT FOR WAIPARE REDWOODS

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

THIS DEED of COVENANT is made this day of

BETWEEN [THE NGATI POROU POST-SETTLEMENT GOVERNANCE ENTITY]
(the PSGE)

AND THE MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. The PSGE is the registered proprietor on behalf of Ngati Porou of the land described in Schedule 1 (“the Land”) which was vested in the PSGE on [] as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [] (“Deed of Settlement”) and implemented under the provisions of [the Ngati Porou Claims Settlement Act 2011].
- B. To Ngati Porou, the Land has enduring cultural, spiritual and historical associations.
- C. Section 27 of the Conservation Act 1987 provides that a covenant for conservation purposes may be granted or reserved over any land in favour of the Minister; 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 Conservation Values.
- D. The Land contains Conservation Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 which would provide that the Land should be managed to protect those values.
- E. The PSGE intends that the Land should be managed:
- (i) for Conservation Purposes in order to protect the Conservation Values;
 - (ii) so as to preserve the Conservation Values which purpose can be achieved without the Minister acquiring a fee simple or leasehold interest in the Land; and
 - (ii) to protect the spiritual, cultural and historical integrity and values of the Land and its associated water bodies.
- F. The PSGE has therefore entered into this Covenant over the Land:
- (i) for Conservation Purposes;
 - (ii) to preserve the Conservation Values; and

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3 ENCUMBRANCES – WAIPARE REDWOODS COVENANT

(iii) to preserve Ngati Porou cultural 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 runs with the Land and binds all subsequent owners of the Land, the PSGE and Minister agree as follows:

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

“Acts” means the Conservation Act 1987 and the Reserves Act 1977.

“Conservation Act” means the Conservation Act 1987.

“Conservation Purposes” means the preservation and protection of natural and historic resources including specifically 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:

- (a) the conservation values specified in Schedule 1; and
- (b) any or all of the conservation value or values to which section 77(1) of the Reserves Act applies, being any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic 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.

“Crown” means her Majesty the Queen in right of New Zealand.

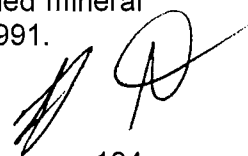
“Director-General” means the Director-General of Conservation.

“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.



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3 ENCUMBRANCES – WAIPARE REDWOODS COVENANT

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“Natural Water”	includes water contained in streams the banks of which have, from time to time, been re-aligned.
“Reserves Act”	means the Reserve Act 1977.
“Ngati Porou”	has the meaning given to it in the Ngati Porou Claims Settlement Act 2011.
“PSGE”	means Governance Entity as defined in the Deed of Settlement.
“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.
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- 1.2.9 where clauses in this Covenant require further agreement between the parties, such agreement and execution of such agreement must not be unreasonably or arbitrarily withheld or delayed.

2 STATEMENT OF NGATI POROU

- 2.1 Ngati Porou has a long cultural, spiritual and historical association with the Land. The PSGE as katiaki of the Land on behalf of Ngati Porou, will manage the Land in accordance with tikanga Ngati Porou and in doing so has agreed to enter into this Covenant.

3 OBJECTIVES OF THE COVENANT

3.1 The Land must be managed:

- 3.1.1 for Conservation Purposes;



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3 ENCUMBRANCES – WAIPARE REDWOODS COVENANT

- 3.1.2 so as to preserve the Conservation Values; and
- 3.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

4 IMPLEMENTATION OF OBJECTIVE

4.1 Unless agreed in writing by the parties or provided otherwise in the schedules the PSGE must not carry out or permit on or in relation to the Land:

- 4.1.1 grazing of the Land by livestock;
- 4.1.2 subject to clauses 4.3.1 and 4.3.2, felling, removal or damage of any indigenous tree, indigenous shrub or other indigenous plant;
- 4.1.3 the planting of any species of tree, shrub or other plant;
- 4.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 4.1.5 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;
- 4.1.6 any cultivation, earth works or other soil disturbances;
- 4.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 4.1.8 the damming, diverting or taking of Natural Water;
- 4.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of the water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
- 4.1.10 any other activity which might have an adverse effect on the Conservation Values;
- 4.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land; and
- 4.1.12 the erection of utility transmission lines across the Land.

4.2 The PSGE must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant.

4.3 The PSGE must:

- 4.3.1 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;
- 4.3.2 keep the Land free from exotic tree species;
- 4.3.3 keep the Land free from rubbish or other unsightly or offensive material arising from the PSGE's use of the Land;

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3 ENCUMBRANCES – WAIPARE REDWOODS COVENANT

- 4.3.4 subject to consultation between the PSGE and the Minister and observance of any reasonable conditions imposed by the PSGE, 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;
- 4.3.5 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 4.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 6.1.2; and
- 4.3.6 comply with all requisite statutes, regulations and bylaws in relation to the Land, provided that clauses 4.3.2 to 4.3.5 are subject to clause 4.2.
- 4.4 The PSGE acknowledges that:
- 4.4.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977; and
- 4.4.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.
- 4.5 Notwithstanding clauses 4.3.1, 4.3.2, and 4.3.5, the Minister will pay the PSGE a proportionate share of:
- 4.5.1 the repair or maintenance of Fences on the Land if the work has first been approved by the Minister (which approval must not be withheld unreasonably); and
- 4.5.2 the eradication or control of all animal and plant pests, and the removal of exotic tree species if:
- (a) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and
- (b) the Minister has first approved the work (which approval is not to be withheld unreasonably).
- 4.6 The proportionate share payable by the Minister under clause 4.5 is to be calculated having regard to the purpose of any expenditure with the intent that:
- 4.6.1 expenditure essentially for Conservation Purposes will be borne by the Minister;
- 4.6.2 expenditure essentially for farming purposes will be borne by the PSGE; and
- 4.6.3 where the expenditure is partly for Conservation Purposes and partly for farming purposes then the expenditure will be borne by the parties equally or in such other proportion as they may agree and failing agreement as may be determined by the process set out in clause 11.

5 PUBLIC ACCESS

- 5.1 Subject to the terms and conditions contained in this Covenant, the PSGE shall permit the public to enter upon the Land on foot.

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3 ENCUMBRANCES – WAIPARE REDWOODS COVENANT

- 5.2 Subject to access obligations of clause 5.1, in the case of death or serious accident on or associated with the applicable Land or parts of the Land, the PSGE may declare a Rahui/customary prohibition ("Rahui") according to Ngati Porou tikanga, for a maximum of 14 days unless agreed otherwise by the Minister or their delegate. In the case of declaring a Rahui, clause 5.3 shall apply.
- 5.3 Prior to any declaration of Rahui, the PSGE shall notify the Area Manager, and where reasonably practicable shall give reasonable notice to the public by advertising the Rahui.
- 5.4 For the avoidance of doubt, it is agreed that the following activities are expressly prohibited unless consent is first obtained in writing from the PSGE or unless such activities are listed in the attached Schedules as permitted activities:
- 5.4.1 **Camping:** camping on the Land;
 - 5.4.2 **Horses and Animals:** passage on or through the Land by horses or any other animal used by transportation purposes;
 - 5.4.3 **Dogs or Pets:** dogs or pets of any description, whether retained on a leash or otherwise;
 - 5.4.4 **Vehicles:** passage by motorcycle, bicycle or any other means by locomotion, mechanical, electrical or otherwise; and
 - 5.4.5 **Firearms:** carrying and discharging of a firearm and/or other weapons.

6 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

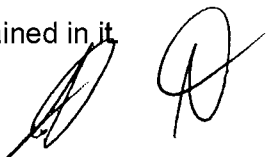
- 6.1 The Minister must:
- 6.1.1 provide such assistance as is necessary to help achieve non-rateable status; and
 - 6.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.
- 6.2 The Minister may:
- 6.2.1 provide to the PSGE technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 3 subject to any financial, statutory or other constraints which may apply to the Minister from time to time; and
 - 6.2.2 prepare, in consultation with the PSGE, a joint plan for the management of the Land to implement the objectives specified in clause 3.

7 JOINT OBLIGATIONS

- 7.1 The PSGE 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 3.

8 DURATION OF COVENANT

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



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3 ENCUMBRANCES – WAIPARE REDWOODS COVENANT

9 MISCELLANEOUS MATTERS

9.1 Rights

The rights granted by this Covenant are expressly declared to be in the nature of a covenant but the Crown shall not assign or otherwise dispose of its interest under this 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 PSGE to exercise the PSGE'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 PSGE if the PSGE 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.

9.3.2 In accordance with section 77(4) of the Reserves Act 1977 this Covenant runs with and binds the Land subject to the Covenant. It is deemed an interest in the Land for the purposes of the Land Transfer Act 1952.

9.4 Titles

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

9.5 Acceptance of Covenant

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 PSGE must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land.

9.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

- (a) requested to do so; or
- (b) if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.

9.6.3 This assistance will be at no cost to the PSGE unless the PSGE is responsible for the wildfire through wilful action or negligence (which includes the case where the

DOCUMENTS

3 ENCUMBRANCES – WAIPARE REDWOODS COVENANT

wildfire 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 PSGE 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 PSGE 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 The parties acknowledge and agree that they:

11.1.1 wish to minimise and promptly settle any dispute which may arise;

11.1.2 must make active efforts in good faith to resolve any such disputes in accordance with clause 11; and

11.1.3 will give the other written notice of the dispute including a description of the main issues.

11.2 The following process shall be undertaken once notice is received by the other party to this Covenant:

11.2.1 within 15 working days of being given written notice, the relevant contact person from the Department of Conservation and the PSGE will meet to work in good faith to resolve the issue;

11.2.2 if the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 11.2.1, the Director-General and the Chief Executive Officer of Te Runanganui o Ngati Porou will meet to work in good faith to resolve the issue; and

11.2.3 if the dispute has still not been resolved within 30 working days of the receipt of the notice referred to in clause 11.2.1, 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 both parties agree, the

DOCUMENTS

3 ENCUMBRANCES – WAIPARE REDWOODS COVENANT

Minister and the Chair of the PSGE will meet to work in good faith to resolve the issue.

11.3 Where the dispute has not been resolved within a reasonable period of time in accordance with clause 11.2.2 or, if applicable, clause 11.2.3, then either party may require the dispute to be referred to mediation as follows:

11.3.1 the party requiring the dispute to be referred to mediation must provide written notice in accordance with this Covenant to the other party; and

11.3.2 the parties will seek to agree on a mediator or mediators and should the parties fail to reach an agreement within 15 working days of the date of the notice prescribed in clause 11.3.1 above, the mediator or mediators will be appointed by the President for the time being of the NZ Law Society. The mediator or mediators will be:

- (a) familiar with Ngati Porou tikanga;
- (b) familiar with tikanga based dispute resolution; and
- (c) independent of the dispute.

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

11.5 The costs of the mediator or mediators will be met jointly by the parties.

11.6 Each party will bear its own costs in every other respect.

12 VARIATION

12.1 The parties may only amend this Covenant by variation in writing. Agreement to, and execution of, any such variation not to be unreasonably or arbitrarily withheld or delayed.

12.2 A variation under clause 12.1 shall be registered on the title to the Land.

13 TERMINATION

13.1 The parties may terminate this Covenant only by written mutual agreement.

14 NOTICES

14.1 Any notice required to be served on the PSGE or the Crown shall be sufficiently served if the notice is served to the address stated in Schedule 2 or such other address provided by the parties (from time to time).

14.2 In the event of a change in address the relevant party must notify the other party of the change in writing immediately.

14.3 The PSGE 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.



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3 ENCUMBRANCES – WAIPARE REDWOODS COVENANT

15 SPECIAL CONDITIONS

- 15.1 Special conditions relating to this Covenant are set out in Schedule 1.
- 15.2 The standard conditions contained in this Covenant must be read subject to any special conditions.



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3 ENCUMBRANCES – WAIPARE REDWOODS COVENANT

Executed as a Deed

Signed by _____ as)
PSGE 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: _____



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3 ENCUMBRANCES – WAIPARE REDWOODS COVENANT

SCHEDULE 1

Waipare Redwoods

Background

1. Waipare Redwoods is 3.5130 hectares, more or less, being Sections 3, 4, 5 and 6, Block XV, Tokomaru Survey District.
2. Legal access is gained to Waipare Redwoods via a public road.
3. There are ongoing issues regarding debris from falling trees (located on Waipare Redwoods) landing on the roof of a woolshed (on a neighbouring farmland) located two metres from Waipare Redwoods' boundary.

Description of Ngati Porou values in respect of the Land

4. *He tini pekeha ki te moana, ko Ngati Ira ki uta* – Like the multitude of petrels at sea, so are Ngati Ira inland.

The Ngati Ira people have occupied Waipare since time immemorial and continue to hold mana whenua over the land. Ngati Ira also has a strong cultural association with the Hikuwai River which runs adjacent to the Waipare lands. The river has been a valuable food and water source, an access route, and a natural boundary. The lands and river are symbols of cultural and spiritual identity for Ngati Ira.

Description of Conservation Values to be protected

5. The Covenant is to protect public access.

Special conditions

Clause references are to the Covenant.

6. Clauses 4.1 and 4.3.2-4.3.6 do not apply.



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3 ENCUMBRANCES – WAIPARE REDWOODS COVENANT

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3 ENCUMBRANCES – WHANOKAO COVENANT

CONSERVATION COVENANT FOR WHANOKAO

(Section 27 Conservation Act 1987
and
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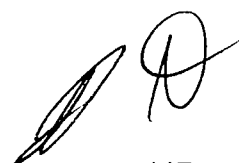
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3 ENCUMBRANCES – WHANOKAO COVENANT

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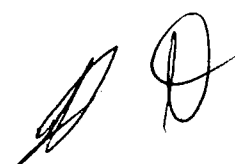
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DOCUMENTS

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- 4.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 4.1.8 the damming, diverting or taking of Natural Water;
- 4.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of the water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
- 4.1.10 any other activity which might have an adverse effect on the Conservation Values;
- 4.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land; and
- 4.1.12 the erection of utility transmission lines across the Land.

- 4.2 The PSGE must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant.

- 4.3 The PSGE must:

- 4.3.1 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;
- 4.3.2 keep the Land free from exotic tree species;
- 4.3.3 keep the Land free from rubbish or other unsightly or offensive material arising from the PSGE's use of the Land;
- 4.3.4 subject to consultation between the PSGE and the Minister and observance of any reasonable conditions imposed by the PSGE, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on

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3 ENCUMBRANCES – WHANOKAO COVENANT

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;

4.3.5 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 4.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 6.1.2; and

4.3.6 comply with all requisite statues, regulations and bylaws in relation to the Land, provided that clauses 4.3.2 to 4.3.5 are subject to clause 4.2.

4.4 The PSGE acknowledges that:

4.4.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977; and

4.4.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4.5 Notwithstanding clauses 4.3.1, 4.3.2, and 4.3.5, the Minister will pay the PSGE a proportionate share of:

4.5.1 the repair or maintenance of Fences on the Land if the work has first been approved by the Minister (which approval must not be withheld unreasonably); and

4.5.2 the eradication or control of all animal and plant pests, and the removal of exotic tree species if:

(a) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and

(b) the Minister has first approved the work (which approval is not to be withheld unreasonably).

4.6 The proportionate share payable by the Minister under clause 4.5 is to be calculated having regard to the purpose of any expenditure with the intent that:

4.6.1 expenditure essentially for Conservation Purposes will be borne by the Minister;

4.6.2 expenditure essentially for farming purposes will be borne by the PSGE; and

4.6.3 where the expenditure is partly for Conservation Purposes and partly for farming purposes then the expenditure will be borne by the parties equally or in such other proportion as they may agree and failing agreement as may be determined by the process set out in clause 11.

5 PUBLIC ACCESS

5.1 Subject to the terms and conditions contained in this Covenant, the PSGE shall permit the public to enter upon the Land on foot.



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3 ENCUMBRANCES – WHANOKAO COVENANT

- 5.2 Subject to access obligations of clause 5.1, in the case of death or serious accident on or associated with the applicable Land or parts of the Land, the PSGE may declare a Rahui/customary prohibition ("Rahui") according to Ngati Porou tikanga, for a maximum of 14 days unless agreed otherwise by the Minister or their delegate. In the case of declaring a Rahui, clause 5.3 shall apply.
- 5.3 Prior to any declaration of Rahui, the PSGE shall notify the Area Manager, and where reasonably practicable shall give reasonable notice to the public by advertising the Rahui.
- 5.4 For the avoidance of doubt, it is agreed that the following activities are expressly prohibited unless consent is first obtained in writing from the PSGE or unless such activities are listed in the attached Schedules as permitted activities:
- 5.4.1 **Camping:** camping on the Land;
 - 5.4.2 **Horses and Animals:** passage on or through the Land by horses or any other animal used by transportation purposes;
 - 5.4.3 **Dogs or Pets:** dogs or pets of any description, whether retained on a leash or otherwise;
 - 5.4.4 **Vehicles:** passage by motorcycle, bicycle or any other means by locomotion, mechanical, electrical or otherwise; and
 - 5.4.5 **Firearms:** carrying and discharging of a firearm and/or other weapons.

6 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 6.1 The Minister must:
- 6.1.1 provide such assistance as is necessary to help achieve non-rateable status; and
 - 6.1.2 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.
- 6.2 The Minister may:
- 6.2.1 provide to the PSGE technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 3 subject to any financial, statutory or other constraints which may apply to the Minister from time to time; and
 - 6.2.2 prepare, in consultation with the PSGE, a joint plan for the management of the Land to implement the objectives specified in clause 3.

7 JOINT OBLIGATIONS

- 7.1 The PSGE 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 3.



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3 ENCUMBRANCES – WHANOKAO COVENANT

8 DURATION OF COVENANT

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

9 MISCELLANEOUS MATTERS

9.1 Rights

The rights granted by this Covenant are expressly declared to be in the nature of a covenant but the Crown shall not assign or otherwise dispose of its interest under this 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 PSGE to exercise the PSGE'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 PSGE if the PSGE 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.

9.3.2 In accordance with section 77(4) of the Reserves Act 1977 this Covenant runs with and binds the Land subject to the Covenant. It is deemed an interest in the Land for the purposes of the Land Transfer Act 1952.

9.4 Titles

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

9.5 Acceptance of Covenant

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 PSGE 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



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3 ENCUMBRANCES – WHANOKAO COVENANT

- (b) if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.

9.6.3 This assistance will be at no cost to the PSGE unless the PSGE is responsible for the wildfire through wilful action or negligence (which includes the case where the wildfire 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 PSGE 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 PSGE 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 The parties acknowledge and agree that they:

11.1.1 wish to minimise and promptly settle any dispute which may arise;


11.1.2 must make active efforts in good faith to resolve any such disputes in accordance with clause 11; and

11.1.3 will give the other written notice of the dispute including a description of the main issues.

11.2 The following process shall be undertaken once notice is received by the other party to this Covenant:

11.2.1 within 15 working days of being given written notice, the relevant contact person from the Department of Conservation and the PSGE will meet to work in good faith to resolve the issue;

11.2.2 if the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 11.2.1, the Director-General and the Chief Executive Officer of



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3 ENCUMBRANCES – WHANOKAO COVENANT

Te Runanganui o Ngati Porou will meet to work in good faith to resolve the issue; and

11.2.3 if the dispute has still not been resolved within 30 working days of the receipt of the notice referred to in clause 11.2.1, 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 both parties agree, the Minister and the Chair of the PSGE will meet to work in good faith to resolve the issue.

11.3 Where the dispute has not been resolved within a reasonable period of time in accordance with clause 11.2.2 or, if applicable, clause 11.2.3, then either party may require the dispute to be referred to mediation as follows:

11.3.1 the party requiring the dispute to be referred to mediation must provide written notice in accordance with this Covenant to the other party; and

11.3.2 the parties will seek to agree on a mediator or mediators and should the parties fail to reach an agreement within 15 working days of the date of the notice prescribed in clause 11.3.1 above, the mediator or mediators will be appointed by the President for the time being of the NZ Law Society. The mediator or mediators will be:

- (a) familiar with Ngati Porou tikanga;
- (b) familiar with tikanga based dispute resolution; and
- (c) independent of the dispute.

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

11.5 The costs of the mediator or mediators will be met jointly by the parties.

11.6 Each party will bear its own costs in every other respect.

12 VARIATION

12.1 The parties may only amend this Covenant by variation in writing. Agreement to, and execution of, any such variation not to be unreasonably or arbitrarily withheld or delayed.

12.2 A variation under clause 12.1 shall be registered on the title to the Land.

13 TERMINATION

13.1 The parties may terminate this Covenant only by written mutual agreement.

14 NOTICES

14.1 Any notice required to be served on the PSGE or the Crown shall be sufficiently served if the notice is served to the address stated in Schedule 2 or such other address provided by the parties (from time to time).

14.2 In the event of a change in address the relevant party must notify the other party of the change in writing immediately.



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3 ENCUMBRANCES – WHANOKAO COVENANT

14.3 The PSGE 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.

Executed as a Deed

Signed by _____ as)
PSGE 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: _____



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3 ENCUMBRANCES – WHANOKAO COVENANT

SCHEDULE 1

Whanokao

Background

1. Whanokao is 229.23 hectares, approximately, being Part Lot 5 DP 2663 and Part Honokawa 5, (subject to survey) as shown on deed plan OTS-526-03.
2. There is ongoing public access to Whanokao.
3. The PSGE's access to Whanokao will be over public land.

Description of Ngati Porou values in respect of the Land

4. Whanokao holds significant ancestral and cultural values for Ngati Porou.

Uepohatu, Te Aitanga a Mate, Te Whanau a Hinekehu and Te Whanau a Umuariki have been the ancestral owners and guardians of Whanokao since time immemorial. These hapu continue to hold mana whenua over Whanokao.

Whanokao is also one of the landmarks that signify our whakapapa ties to our tuakana of Te Whanau a Apanui.

Description of Conservation Values to be protected

5. Whanokao is one of the mountains within the Raukumara Conservation Park. It is forested with podocarp broadleaf, Rimu, Rata and Tawa in the lower reaches and moves into sub Alpine containing herb fields and tussock land. It is very high to exceptional botanical conservation values and is a unique visual landscape feature.
6. The main recreational activity undertaken is mountain climbing.
7. This Covenant is to:
 - a. protect public access;
 - b. protect the indigenous vegetation; and
 - c. protect the natural character of the Land with particular regard to the indigenous flora and fauna.



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3 ENCUMBRANCES – WHANOKAO COVENANT

SCHEDULE 2

Addresses for Service:

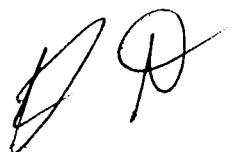
The Director-General's address for Service is:

Department of Conservation
Gisborne Whakatane area Office
63 Carnarvon Street
Gisborne 4010

Attention: the Area Manager

The PSGE's address for service is:

(
[To be completed]

(


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3 ENCUMBRANCES – WHANOKAO COVENANT

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



Easement Type A

(

(



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3 ENCUMBRANCES – EASEMENT TYPE A

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	[to be inserted]	[to be inserted]	In gross

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

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

Unless otherwise provided below, the rights and powers implied in 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] ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:

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

[the provisions set out in Annexure Schedule 2].

Covenant provisions

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

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

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

[Annexure Schedule 2].

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

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3 ENCUMBRANCES – EASEMENT TYPE A

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

Annexure Schedule

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Continue in additional Annexure Schedule, if required.

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Easement Instrument, unless the context otherwise requires:

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

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

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

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

1.2 Construction

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

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

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

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

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

2 GRANT OF ACCESS RIGHTS

2.1 The Grantor hereby grants to the Grantee a right of way in gross over that part of the Grantor's Land shown marked [insert details] together with the rights and powers set out in Schedule Four of

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

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3 ENCUMBRANCES – EASEMENT TYPE A

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the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.

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

3 OBLIGATIONS OF THE GRANTEE

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

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

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

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

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

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

3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):

(a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and

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(b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.

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

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3.7.4 change the nature of the road surface; or

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

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

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

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

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

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

4 GRANTOR'S RIGHTS

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

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

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5 COSTS

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

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

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

7 ASSIGNMENT

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

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

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

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

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

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

8 DELEGATION

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

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

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

9 NOTICES

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

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

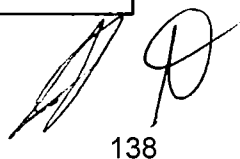
9.1.2 the Grantee's address as set out in paragraph 2 of the First Schedule.

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

10 SEVERABILITY

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

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



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Continuation of "Attestation"

Signed for and on behalf of [*name of Ngati Porou governance entity to be inserted*] as Grantor by:

In the presence of:

Name:
Occupation:
Address:

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

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

In the presence of:

Name:
Occupation:
Address:

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

DOCUMENTS

3 ENCUMBRANCES – EASEMENT TYPE A

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

Annexure Schedule

Insert type of instrument

Easement – Type A

Dated

[Empty box for date]

Page

8

of

8

Pages

Continue in additional Annexure Schedule, if required.

SCHEDULE

1 GRANTOR'S ADDRESS:

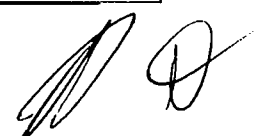
[Name of Ngati Porou governance entity]

195 Wainui Road
PO Box 394
GISBORNE

2 GRANTEE'S ADDRESS:

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

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



Easement Type B

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DOCUMENTS

3 ENCUMBRANCES – EASEMENT TYPE B

Date

PARTIES

- 1 **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (the "Grantor")
- 2 *[Insert name of Ngati Porou governance entity]* (the "Grantee")

BACKGROUND

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

BY THIS DEED IT IS AGREED AND DECLARED as follows:

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In this Deed, unless the context otherwise requires:

"Commencement Date" means the date first written above;

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

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

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

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

"Grantor's Land" means the land described in paragraph 1 of the First Schedule and includes any part thereof;

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



DOCUMENTS

3 ENCUMBRANCES – EASEMENT TYPE B

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

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

1.2 Construction

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

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

2 GRANT OF ACCESS RIGHTS

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

3 OBLIGATIONS OF THE GRANTEE

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

- 3.1 The Grantee shall when passing or repassing over the Grantor's Land:
 - 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;



DOCUMENTS

3 ENCUMBRANCES – EASEMENT TYPE B

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

DOCUMENTS

3 ENCUMBRANCES – EASEMENT TYPE B

- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Deed that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
 - 3.7.2 alter the location of the road; or
 - 3.7.3 alter the way in which the run-off from the road is disposed of; or
 - 3.7.4 change the nature of the road surface; or
 - 3.7.5 park or store equipment or material on the Grantor's Land,
- without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any vegetation on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor.
- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
- 3.11 The Grantee shall comply at all times with all statutes and regulations, in particular the Conservation Act 1987 and the Acts in its First Schedule where relevant, and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed. Provided that pursuant to section [***enter appropriate section and title of settlement legislation***], this easement will be enforceable in accordance with its terms, notwithstanding Part 3B of the Conservation Act 1987.



DOCUMENTS

3 ENCUMBRANCES – EASEMENT TYPE B

4 GRANTOR'S RIGHTS

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

5 COSTS

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

6 LICENCE

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

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

7 REGISTRATION

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

8 DELEGATION

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

9 NOTICES

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

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

DOCUMENTS

3 ENCUMBRANCES – EASEMENT TYPE B

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

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

10 SEVERABILITY

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

11 DISPUTES RESOLUTION

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

11.1 any dispute will be defined by written notice by the party raising it to the other and will forthwith be discussed (on a "without prejudice" basis) by the parties in an attempt to resolve their differences amicably, including, with the agreement of both parties, the discussion extending to a mediation discussion in the presence of an experienced mediator (who will be agreed between the parties or, failing agreement, a mediator appointed by the President for the time being of the New Zealand Law Society);

11.2 if such discussion or mediation between the parties fails to produce any agreement, within 14 days of receipt by the other party of the written notice, the matter in dispute will be referred to arbitration in accordance with the Arbitration Act 1996;

11.3 the arbitration will be commenced by either party giving to the other notice in writing stating the subject matter and details of the difference and that party's desire to have the matter referred to arbitration;

11.4 the arbitration will be by one arbitrator to be agreed by the parties and, failing agreement, as appointed by the then President of the New Zealand Law Society or its successor. The award in the arbitration will be final and binding on the parties.

DOCUMENTS

3 ENCUMBRANCES – EASEMENT TYPE B

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

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

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

In the presence of:

Name:

Occupation:

Address:

Signed for and on behalf of [Name of
Ngati Porou governance entity to be
Inserted] as Grantee by:

in the presence of:

Name:

Occupation:

Address:



DOCUMENTS

3 ENCUMBRANCES – EASEMENT TYPE B

FIRST SCHEDULE

1. GRANTOR'S LAND:

[enter details]

2. GRANTOR'S ADDRESS:

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

3. GRANTEE'S LAND:

[enter details]

4. GRANTEE'S ADDRESS:

[Name of Ngati Porou governance entity to be inserted]
195 Wainui Road
PO Box 394
GISBORNE



DOCUMENTS

3 ENCUMBRANCES – ANAURA WATER SUPPLY EASEMENT

ANAURA WATER SUPPLY EASEMENT

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DOCUMENTS

3 ENCUMBRANCES – ANAURA WATER SUPPLY EASEMENT

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

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

Te Runanganui o Ngati Porou Trustee Limited

Grantee

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

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to Convey water	over Part Section II as coloured yellow on DP 5185 and blue on SO 6205 and over Part Section 15 as coloured blue on DP 5185	225.3401 hectares, more or less, being sections 11,12,13,15 and 16 Block XVI Tokomaru Survey District	In gross

DOCUMENTS

3 ENCUMBRANCES – ANAURA WATER SUPPLY EASEMENT

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

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

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

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

~~[the provisions set out in Annexure Schedule _____]~~

the provisions set out herein

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; 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 _____]~~

It is hereby covenanted, agreed and declared by and between the parties hereto as follows:

1. That the existing pipeline or any laid in substitution of it shall not exceed an internal diameter of two (2) inches; and
2. That the Minister of Conservation shall have the right to connect one pipeline of an internal diameter not exceeding three quarters of an inch to the pipeline on that part of the servient land shown coloured blue and yellow on DP 5185 and blue on SO 6205; and
3. The Minister of Conservation shall be responsible for the replacement of any existing pipelines unless the replacement of the same is due to damage caused by the Grantor; and
- 4 That the flow of any water may be halted for any reasonable period necessary and without notice for any essential repairs; and
5. The Grantor shall be under no obligation to convey any water with respect to this easement where there is insufficient supply of water from its source.

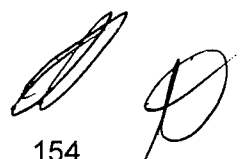
4 LEASES FOR DEFERRED SELECTION PROPERTIES



[NGATI POROU POST-SETTLEMENT GOVERNANCE
ENTITY]

HER MAJESTY THE QUEEN
acting by and through the
MINISTER OF POLICE

MEMORANDUM OF LEASE



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4 LEASES FOR DEFERRED SELECTION PROPERTIES: POLICE LEASE

MEMORANDUM OF LEASE

DATE:

PARTIES:

- (1) [NGATI POROU POST-SETTLEMENT GOVERNANCE ENTITY] (Lessor)
- (2) HER MAJESTY THE QUEEN acting by and through the MINISTER 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 POROU)
 POST-SETTLEMENT)
 GOVERNANCE ENTITY])
 in the presence of:)

Signed for and on behalf of)
 HER MAJESTY THE QUEEN)
 acting by and through the)
 MINISTER OF POLICE by)
)
 authorised agent of the Commissioner)
 of New Zealand Police, on behalf of the)
 Commissioner of New Zealand Police)
 in the presence of)

THE REFERENCE SCHEDULE

ITEM 1: LESSOR PARTICULARS:

Name: [Ngati Porou Post-Settlement Governance Entity]

Address:

Fax:

Telephone:

Contact person:

ITEM 2: LESSEE PARTICULARS:

Name: Her Majesty the Queen acting by and through the Minister 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:

[Insert legal description]

ITEM 4: TERM:

Five (5) years

ITEM 5: DATE OF COMMENCEMENT:

ITEM 6: FURTHER TERMS:

Perpetual rights of renewal of such term, not exceeding five (5) years, as specified by the lessee.

ITEM 7: RENEWAL DATES:

[2016] and at such dates agreed to by the parties in accordance with clause 3

ITEM 8: ANNUAL RENT:



DOCUMENTS

4 LEASES FOR DEFERRED SELECTION PROPERTIES: POLICE LEASE

\$ plus GST

ITEM 9: REVIEW DATES:

[2016] and upon renewal dates in accordance with item 7

ITEM 10: PERMITTED USE:

For any Police/Justice related purpose and any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land.



THE SCHEDULE OF TERMS

1 INTERPRETATION

1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:

1.1.1 Words importing any gender shall include all other genders.

1.1.2 Words importing the singular shall include the plural and vice versa.

1.1.3 Payments shall be made in the lawful currency of New Zealand.

1.1.4 Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.

1.1.5 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.

1.1.6 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.

1.1.7 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.

1.1.8 "writing" shall include words visibly represented or reproduced.

1.1.9 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.

DOCUMENTS

4 LEASES FOR DEFERRED SELECTION PROPERTIES: POLICE LEASE

- 1.1.10 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.
- 1.1.11 The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.
- 1.1.12 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.
- 1.1.13 This Lease shall be construed and take effect in accordance with the laws of New Zealand.
- 1.1.14 Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.
- 1.1.15 Any reference in this Lease to "month" or "monthly" shall mean respectively calendar month and calendar monthly.
- 1.1.16 "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.
- 1.1.17 "business days" means any day other than a Saturday or Sunday or statutory or anniversary holiday.
- 1.1.18 "Date of Commencement" means the date specified in Item 5 of the Reference Schedule.
- 1.1.19 "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.
- 1.1.20 "The Land" means that land described in the Schedule of Land excluding the Improvements.
- 1.1.21 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

DOCUMENTS

4 LEASES FOR DEFERRED SELECTION PROPERTIES: POLICE LEASE

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).

1.1.22 "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:

- (a) 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
- (b) the grading or levelling of the Land or the removal of rocks, stone, sand, or soil therefrom; or
- (c) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
- (d) the alteration of soil fertility or of the structure of the soil; or
- (e) the arresting or elimination of erosion or flooding.

1.1.23 "Reference Schedule" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.

1.1.24 "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.

1.1.25 "Schedule of Land" means the schedule described as such and forming part of this Lease.

1.1.26 "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 If the Lessee has not been in any material breach of this Lease and has given to the Lessor written notice to renew this Lease at least three (3) calendar months before the end of each term then the Lessee shall have the right to obtain in accordance with the provisions hereinafter

4 LEASES FOR DEFERRED SELECTION PROPERTIES: POLICE LEASE

contained a renewed lease of the Land for the term of years specified in Item 6 of the Reference Schedule computed from the relevant date specified in Item 7 of the Reference Schedule and subject to the same covenants and provisions expressed and implied in this Lease.

- 3.2 If the Lessee fails within the time aforesaid to give any notice under clause 3.1 as to whether it desires a renewed lease and the Lessor at any time after such expired time has given one month's written notice to the Lessee advising the Lessee that it has one further month from the date of such letter to exercise its right of renewal, and the Lessee still fails to advise the Lessor of its desire to renew, then the Lessee shall be deemed to have given notice that a renewed lease is not required. If the Lessee gives notice in writing that it does not desire a renewed lease or there is a deemed notice that a renewal is not required then its right for a renewed lease shall cease on expiry of the one month notice period aforesaid or on the date at which notice is received by the Lessor (as the case may be).
- 3.3 Any notice by the Lessee under clause 3.1 or clause 3.2 of its desire to accept a renewed lease shall be deemed to constitute a contract between the Lessor and the Lessee for the granting and acceptance of a renewed lease at the rent to be determined under clause 5 for the term and subject to the covenants and provisions referred to in clause 3.1.
- 3.4 The term of any renewed lease shall run from the day immediately after the expiry of the prior lease, and the rent thereunder shall accrue from that date instead of the rent reserved in the prior lease, notwithstanding the fact that the renewed lease may not be executed until after that date. Clause 5.11 shall otherwise apply.
- 3.5 The Lessor shall prepare each memorandum of renewal of this Lease and the Lessee will forthwith enter into and execute such memorandum of renewal of lease.

4 RENT

- 4.1 The Lessee shall pay the annual rent specified in Item 8 of the Reference Schedule from the Date of Commencement until the rent is varied under clause 5 at which time the Lessee will pay rent at the varied rate.
- 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 Date of Commencement 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.



DOCUMENTS

4 LEASES FOR DEFERRED SELECTION PROPERTIES: POLICE LEASE

- 5.2 The annual rent may be reviewed by the Lessor or by the Lessee on the dates specified in Item 9 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 9 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:
- 5.3.1 Disregard:
- (a) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
 - (b) the value of any goodwill attributable to the Lessee's business; and
 - (c) all Improvements made to the Land.
- 5.3.2 Have regard to:
- (a) the Lessor's Improvements; and
 - (b) the permitted use under this Lease; and
 - (c) 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 or the date of service of the Notice if such notice is served later than 12 months after the relevant rent 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 5.10.2.

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- 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:
- 5.7.1 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.
- 5.7.2 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.
- 5.7.3 before proceeding with their determination, the said valuers shall agree upon and appoint an umpire (also qualified in the manner referred to in clause 5.7.1) 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.
- 5.7.4 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 5.7.1.
- 5.7.5 subject to clauses 5.7.2, 5.7.3 and 5.7.4 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.
- 5.7.6 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.
- 5.7.7 if the said valuers are unable to agree upon a determination within one month of their appointment or within such extended

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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:

- (a) arrange for a hearing to be conducted without delay;
- (b) call for evidence in chief to be presented on behalf of each party to be circulated prior to a hearing;
- (c) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;
- (d) have due regard to any evidence submitted by the valuers as to their assessment of the annual rent;
- (e) take into account any expert witness evidence considered relevant to the hearing;
- (f) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties;
- (g) give in his or her determination the reasons therefor in writing.

5.7.8 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:

- (a) subject to clause 5.7.8(b) each party shall be responsible for the cost of its own appointed valuer;
- (b) where the determination is made by a single valuer pursuant to clause 5.7.2 the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;
- (c) 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:
 - (1) 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
 - (2) 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



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umpire (where applicable) will be borne by the Lessor alone;

- (3) 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 Despite any provision in this clause 5, the annual rent agreed, determined or imposed pursuant to this clause 5 shall be the annual rent payable as from the relevant rent review date or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date.
- 5.10 Where a review pursuant to this clause 5 of the annual rent reserved by this Lease is completed after the review date, then:
- 5.10.1 pending completion of the review, annual rent shall be paid at the rate prevailing immediately prior to the relevant review date;
- 5.10.2 on completion of the review, any increased annual rent payable as from the review date, or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date, shall be paid by the Lessee to the Lessor no later than the date on which the next instalment of annual rent is payable hereunder;
- 5.10.3 on completion of the review, any overpayment of annual rent paid as from the review date, or the date of service of the Notice if such notice is served later than 12 months after the relevant rent 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.
- 5.11 If any moratorium or other law Act or regulation that applies to this Lease has the effect of postponing any periodic review of annual rent as at the review date then if and whenever such moratorium is lifted or the law, Act or regulation is repealed or amended so as to permit the annual rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, Act or regulation is repealed or amended to the intent that the rent review shall establish the annual rent as at such date and not as at the postponed review date but any subsequent rent review shall take place on the next following review date fixed in accordance with clause 5.
- 5.12 Immediately upon the parties agreeing to pay a revised annual rent or on determination under clause 5.7 the Lessee shall enter into an appropriate registrable Memorandum of Variation of Lease recording such revised annual rent prepared by the Lessor.

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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.


7.2 In accordance with section 11(1)(b) of the Local Government (Rating) Act 2002 the lessee will be entered in the rating information database and the district valuation roll (as these terms are defined in the Local Government (Rating) Act 2002) as the ratepayer in respect of the Land.

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



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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 10 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 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 Despite any other provision in this Lease, if at any time during the term of this Lease, the Land cannot be, or can no longer be lawfully used for Police purposes, the Lessee may terminate this Lease on giving reasonable notice to the Lessor.

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:
- 12.1.1 ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;
- 12.1.2 comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land

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and the requirements imposed and otherwise arising under the Resource Management Act 1991; and

- 12.1.3 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:
 - 12.2.1 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;
 - 12.2.2 suffer insolvency, bankruptcy or liquidation;
 - 12.2.3 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 12.2.3 shall have no application or effect whilst Her Majesty the Queen Acting By and Through the Minister of Police is the Lessee hereunder.

13 SUBLETTING AND NO ASSIGNMENT

- 13.1 The Lessee will not without the previous consent in writing of the Lessor sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without some good cause assigned having regard to the solvency or respectability of the proposed sublessee. Notwithstanding this clause where the Crown (as that term is defined in section 2 of the Public Finance Act 1989) remains as the Lessee under this Lease and in occupation from the Lessor the consent of the Lessor shall not be required when another Crown entity assumes occupation of all or any part of the Land except that on each occasion that a different Crown entity (as defined in section 7(1) of the Crown Entities Act 2004) or other Crown body or state owned enterprise assumes the role and obligations of the Lessee under this Lease the Lessee shall notify the Lessor in writing of that change.
- 13.2 The Lessee shall be strictly prohibited from assigning its rights and obligations under this Lease unless the assignee is a crown entity approved by the Lessor.
- 13.3 Clause 13 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- 13.4 For the purposes of clause 13.2 any proposed change in the shareholding of the Lessee 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 clause 13.5.
- 13.5 For the purposes of clause 13.2 any proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in

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section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control in the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.

14 LESSEE'S ACKNOWLEDGEMENT OF RISK

14.1 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.

15 QUIET ENJOYMENT/REPUDIATION

15.1 Provided the Lessee performs and observes the covenants, provisions, 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.

15.2 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 REGISTRATION

16.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 1952.

16.2 The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

17 IMPROVEMENTS DURING LEASE

17.1 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.

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17.2 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 IMPROVEMENTS ON TERMINATION OF LEASE

18.1 No later than twelve (12) months prior to the expiry of any term of Lease the Lessee may give notice ("the Lessee's Transfer Notice") to the Lessor specifying any Improvements which the Lessee wishes to transfer to the Lessor following expiry of the Lease or renewal. The Lessee's Transfer Notice shall contain details of those Improvements, their current market value and the proposed terms of transfer of the Improvements.

18.2 The Lessor agrees to consult with the Lessee regarding the Improvements specified in the Lessee's Transfer Notice, and to consider any proposal to transfer such Improvements. Nevertheless, the Lessee acknowledges that nothing in this clause or in the Lessee's Transfer Notice shall oblige the Lessor to take a transfer of, or to pay any compensation or consideration for, such Improvements.

18.3 If no agreement is reached regarding the transfer of Improvements pursuant to this clause (before six months prior to the expiry of the Lease, or before the earlier termination of the Lease), the following provisions of this clause 18 shall apply.

18.4 On termination of this Lease (whether by expiry of time or otherwise) except where the Lessee has exercised any rights of renewal, the Lessee may, but shall not be required by the Lessor to, remove any Improvements specified in a written notice ("the Lessee's Removal Notice") given to the Lessor in accordance with clause 18.5.

18.5 The Lessee may, but shall not be required by the Lessor to, remove Improvements that are clearly identified in the Lessee's Removal Notice which must be given no later than three (3) months prior to the expiry of the term (time being of the essence) or one (1) month after any sooner termination.

18.6 The Lessee must remove all Improvements specified in the Lessee's Removal Notice within six (6) months from the date of termination (time being of the essence) and must ensure within that time that all services to any Improvements are properly and lawfully disconnected, the Land under any Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed and left in a neat and tidy condition.

18.7 If the Lessee fails to remove any Improvements specified in the Lessee's Removal Notice in accordance with clause 18.6 then the Lessor may remove them and all costs and expenses incurred directly and indirectly shall be recoverable against the Lessee.



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- 18.8 Any Improvements remaining on the Land after the period referred to in clause 18.6 shall become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.
- 18.9 The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease until it has met its obligations under clause 18.6.
- 18.10 Whenever resource consent is required to remove or demolish any Improvements the Lessee shall use all reasonable endeavours to obtain all necessary consents and shall continue to be obliged to pay rent and outgoings under this Lease until such time that the Lessor is satisfied on reasonable grounds that the Lessee has used all reasonable endeavours to obtain all necessary consents and produced to the Lessor evidence satisfactory to the Lessor to satisfy this requirement.

19 DESTRUCTION AND REDEVELOPMENT

- 19.1 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:
- 19.1.1 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
- 19.1.2 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.
- 19.2 In the event that the Lessee is prevented or unable to reinstate or rebuild in the event of total or partial destruction it may forthwith terminate this Lease provided that the Lessee demolishes the Improvements and clears and restores the Land all in accordance with the requirements of clause 18.6.

20 NOTICES

- 20.1 All notices must be in writing and must be served by one of the following means:
- 20.1.1 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
- 20.2.2 in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:



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- (a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
- (b) by personal delivery, or by posting by registered or ordinary mail, or by facsimile transmission.

20.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:

- 20.2.1 in the case of personal delivery, when received by the addressee at the address detailed in clause 20.3; and
- 20.2.2 in the case of posting by registered mail, on the third business day following the date of posting to the addressee at the address detailed in clause 20.3; and
- 20.2.3 in the case of facsimile transmission, on the business day following the date of sending to the addressee's facsimile number designated in clause 20.3 provided that the sender produces a confirmation notice that the facsimile has been sent on that day.

20.3 Details for Notices:

[Ngati Porou Post-Settlement Governance Entity]
[details to be inserted]

The District Commander
Central Region
New Zealand Police
P O Box 11040
Palmerston North

Fax: 06 350 3865

20.4 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.

21 DEFAULT BY LESSEE

21.1 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:

- 21.1.1 If the rent shall be in arrear twenty (20) business days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) business days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;
- 21.1.2 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



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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.

21.2 In the event that the Lease is terminated by the Lessor in accordance with clause 21.1, the Lessee's obligations under clause 18 with respect to Improvements must be satisfied.

22 DISPUTE RESOLUTION

22.1 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.

22.2 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).

22.3 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 22.2 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.

22.4 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.

23 COSTS

23.1 The parties shall each pay their own solicitors' costs on preparing and finalising this Lease or any renewal or variation of this Lease.

23.2 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.

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23.3 The Lessee shall pay all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observation of any of the terms, covenants and conditions of this Lease.

24 LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS

24.1 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.

24.2 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.

24.3 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:

24.3.1 complete a security check on terms reasonably acceptable to the Lessee;

24.3.2 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

24.3.3 familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.

24.4 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.

24.5 The Lessee will during the period of three (3) 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.

25 DISPOSAL OF LESSOR'S INTEREST

25.1 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and the consent of the Lessee shall not be required except in such circumstances where a different fully owned subsidiary of the Lessor assumes the role and obligations of the Lessor

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under this Lease, the Lessor shall then be required to notify the Lessee in writing of that change.

25.2 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land to a body which is not a fully owned subsidiary of the Lessor provided that:

25.2.1 any such disposal shall preserve to the Lessee ~~all~~ the Lessee's rights and remedies under this Lease; and

25.2.2 for so long as the Lessee is the Crown (as that term is defined in section 2 of the Public Finance Act 1989) or a Crown entity (as that term is defined in section 7(1) of the Crown Entities Act 2004) the following further provisions shall apply:

- (1) 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).
- (2) 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) business days of receiving the Lessor's advice pursuant to clause 25.2.2(1) 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;

- (3) If the Lessor does not receive written notice from the Lessee pursuant to clause 25.2.2(2)(a) or 25.2.2(2)(b) above together with grounds to substantiate its reasonable apprehension within five (5) business days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.
- (4) If the Lessee objects to the proposed Assignee in accordance with clause 25.2.2(2)(a) or 25.2.2(2)(b) above, then the Lessor shall not dispose of its interest to the proposed Assignee.
- (5) 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 25.2.2(2)(a) or 25.2.2(2)(b) above, then the Lessee shall be entitled at any time



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4 LEASES FOR DEFERRED SELECTION PROPERTIES: POLICE LEASE

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.

26 HOLDING OVER

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) business days written notice at the rent then payable per month for the Land and otherwise on the same covenants and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

27 EXCLUSION OF IMPLIED PROVISIONS

27.1 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:

27.1.1 clause 10 - Premises unable to be used for particular purpose;

27.1.2 clause 11 - Power to inspect premises.

Two handwritten signatures in black ink, one appearing to be 'A' and the other 'D', located at the bottom right of the page.

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4 LEASES FOR DEFERRED SELECTION PROPERTIES: POLICE LEASE

SCHEDULE OF LAND

[insert legal description]

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4 LEASES FOR DEFERRED SELECTION PROPERTIES: POLICE LEASE

LEASE OF FREEHOLD

Correct for the purposes of the Land Transfer Act
1952

[NGATI POROU POST-SETTLEMENT GOVERNANCE ENTITY]

Lessor

HER MAJESTY THE QUEEN

acting by and through the

MINISTER 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



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4 LEASES FOR DEFERRED SELECTION PROPERTIES: EDUCATION LEASE

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

MEMORANDUM OF LEASE dated 2010

LESSOR [NGATI POROU POST-SETTLEMENT GOVERNANCE ENTITY] ("the Lessor")

LESSEE HER MAJESTY THE QUEEN acting by and through the Secretary for Education ("the Lessee")

- A. The Lessor owns the Land described in Item 1 of Schedule A ("the Land").
- B. The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Memorandum.
- C. The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- D. The Lessor and the Lessee agree to the conditions in Schedule B.
- E. The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants in Schedules A and B.

[SIGNED on behalf of the Lessor by]

[SIGNED on behalf of the Lessee by]



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4 LEASES FOR DEFERRED SELECTION PROPERTIES: EDUCATION LEASE

SCHEDULE A

ITEM 1 THE LAND

[Insert full legal description. Note that improvements are excluded].

ITEM 2 START DATE

[Insert start date].

ITEM 3 ANNUAL RENT

\$() 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 and 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 maintenance of any Lessee Improvements (whether of a structural nature or not).
- 5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.
- 5.4 Maintenance of car parking areas.
- 5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

ITEM 6 PERMITTED USE

The Permitted Use referred to in clause 9.

ITEM 7 RIGHT OF RENEWAL

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

ITEM 8 RENT REVIEW DATES

[Date] and 7 yearly after that Date.



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4 LEASES FOR DEFERRED SELECTION PROPERTIES: EDUCATION LEASE

ITEM 9 LESSEE'S IMPROVEMENTS

As defined in clause 1.8 and including the following existing improvements: [List all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent or sublessee or licensee of the Lessee on the Land].

ITEM 10 CLAUSE 17 (d) Notice

To: [Ngati Porou Post-Settlement Governance Entity] ("the Lessor")

And to: The Secretary, Ministry of Education, National Office, Private Box 1666, WELLINGTON ("the Lessee")

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

The Lender acknowledges that in consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule below ("the Land") which the lender acknowledges will be for its benefit:

- (i) It has notice of the provisions of clause 17 of the Lease; and
- (ii) It agrees that any Lessee's Improvements placed on the Land by the Lessee at any time before or during the lease shall remain the property of the Lessee at all times while the lease continues and for a reasonable period after the lease expires or is terminated (collectively "the relevant period");
- (iii) It will not claim any interest in any Lessee's Improvements under the security of its loan during the relevant period no matter how any Lessee's Improvement may be fixed to the Land and regardless of any rule of law or equity to the contrary or any provisions of its security to the contrary;
- (iv) It agrees that this acknowledgement is irrevocable.



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4 LEASES FOR DEFERRED SELECTION PROPERTIES: EDUCATION LEASE

SCHEDULE

[]

[Form of execution by Lender]

[Date dd/mm/yy]



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4 LEASES FOR DEFERRED SELECTION PROPERTIES: EDUCATION LEASE

ITEM 11 CLAUSE 17 (e) NOTICE

To: [Ngati Porou Post-Settlement Governance Entity] ("the Lessor")

And to: The Secretary, Ministry of Education, National Office, Private Box 1666, WELLINGTON ("the Lessee")

From [Name of Mortgagee/ Chargeholder] ("the Lender")

The Lender acknowledges that before 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 17(e) of the lease of the Land and that in particular it agrees that despite any provision of the Security to the contrary and regardless of how any Lessee's Improvement is fixed to the Land it:

- (i) will not claim any security interest in any Lessee's Improvement placed on the Land before or after the Start Date of the Security;
- (ii) acknowledges that any Lessee's Improvements remain the property of the Lessee at all times during the period of the Lease and for a reasonable period after the Lease ends.



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4 LEASES FOR DEFERRED SELECTION PROPERTIES: EDUCATION LEASE

SCHEDULE

[]

[Form of execution by Lender]

[Date dd/mm/yy]



SCHEDULE B

1 Definitions

- 1.1 The expression "the Lessor" includes and binds:
- (a) the persons executing this Lease as Lessor; and
 - (b) any Lessor for the time being under it; and
 - (c) all the respective executors, administrators, successors, assigns and successors in the title of each Lessor and if more than one jointly and severally.
- 1.2 The expression "the Lessee" includes and binds:
- (a) the person executing this Lease as Lessee;
 - (b) all the Lessees for the time being under it; and
 - (c) all the respective executors, administrators, successors, assigns and successors in the title of each Lessee and if more than one jointly and severally.
- 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 or 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 enterpriseand includes
 - iv. a subsidiary of, or related company to, a company or body referred to it in clause 1.4 (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.



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4 LEASES FOR DEFERRED SELECTION PROPERTIES: EDUCATION LEASE

- 1.6 "Education purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.7 "The Land", "The Start Date", "Annual Rental", "Term of Lease", "Lessee's Outgoings" and "Permitted Use" have the meanings set out in Schedule A.
- 1.8 "Lessee's Improvements" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.9 "Lessee's Outgoings" means all outgoings the Lessee is obliged to pay under this Lease.
- 1.10 "Maintenance" includes repair.
- 1.11 "Public Work" has the meaning in section 2 of the Public Works Act 1981.
- 1.12 "Sublet" and "sublease" include the granting of a licence to occupy the Land or part of it.
- 1.13 "Working Day" means a day that is not:
- (a) a Saturday or Sunday; or
 - (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour Day; or
 - (c) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
 - (d) a day that is observed as the anniversary of the province of:
 - i. Auckland; or
 - ii. Wellington.
- 1.14 References to a statute include regulations, orders, rules or notices made under that statute and include all amendments to or replacements of that statute.

2 Payment of Annual Rent

The Lessee will pay the Annual Rent as provided in Item 3 of Schedule A.

3 Rent Review

- 3.1 The Annual Rent will be reviewed as provided below on the basis of an annual rent of 6 % of the lesser of:
- (a) the current market value of the Land Exclusive of Improvements assessed on the current use as a school site; or
 - (b) the nominal value being an assessed value based on 3.5% growth per annum of the transfer price for the property.



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4 LEASES FOR DEFERRED SELECTION PROPERTIES: EDUCATION LEASE

- 3.2 The current market value of the land in 3.1(a) above is equivalent to the market value of the land on the basis of highest and best use less 20%.
- 3.3 The nominal value will be reset to the midpoint between the values set out in 3.1 (a) and (b) above at:
- (a) the commencement date of the new Term; and
 - (b) at any rent review date where the nominal value has been consistently either higher or lower than the market value for the three consecutive rent review or lease renewal dates

The new nominal value will be used to set the Annual Rent from the date it is reset.

- 3.4 In any rent review under this Lease all Lessee's Improvements whether existing at the Start Date or not must be excluded from the assessment of any new rental.

- 3.5 The rent review process will be as follows:

- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent which the notifying party considers should be charged from that Rent Review Date.
- (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the notifying party's notice which will be payable in accordance with step (l) below.
- (c) If the notified party does not agree with the notifying party's assessment it has 30 working days after it receives the notice to issue a notice disputing the proposed new rent, in which case the steps set out in (d) to (k) below must be followed.
- (d) Until the new rent has been determined, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 20 working days then the new rent may be determined either:
 - i. by one party giving written notice to the other requiring the new rent to be determined by arbitration; or
 - ii. if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 20 working days each party will appoint a valuer and give written notice of the appointment to the other party.
- (h) The two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire, they must ask the president of the Property Institute of New Zealand Incorporated to appoint an umpire.

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4 LEASES FOR DEFERRED SELECTION PROPERTIES: EDUCATION LEASE

- (i) Once the umpire has been appointed the valuers must try to determine the new rent by agreement. If they fail to agree within 40 working days the rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the valuers or umpire within the period, and on the conditions, set by the valuers or umpire. Each party must consider any representations but is not bound by them.
- (k) When the rent has been determined, the umpire or valuers must give written notice of it to the parties. Notice given by an umpire must provide how the costs of the determination are to be divided and the parties must pay their share accordingly. If the rent is determined by the parties' valuers and not the umpire, the parties will pay their own costs.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the Lessor's notice if such notice is given later than three months after the Rent Review Date.
- (m) The rent review may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

4 Payment of Lessee Outgoings

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

5 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):

- 5.1 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land; and
- 5.2 the Lessee will be responsible for payment of any rates.

6 Utility Charges

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

7 Goods and Services Tax

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



4 LEASES FOR DEFERRED SELECTION PROPERTIES: EDUCATION LEASE

8 Interest

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

9 Permitted Use of Land

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

10 Designation

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

11 Compliance with Law

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

12 Hazards

12.1 The Lessee must:

- (a) take all reasonable steps to minimise any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used on the Land in accordance with all relevant Legislation; and
- (b) promptly remedy any hazard that may arise on the Land.

12.2 The Lessor agrees to remedy promptly and at its own cost any hazard arising from any altered state of the Land caused by any natural event including flood, earthquake, slip and erosion.

13 Contamination

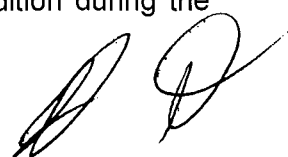
13.1 When this Lease ends the Lessee agrees to remedy any Contamination which has been caused by the Lessee's use of the Land during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.

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

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

14 Maintenance of Lessee's Improvements

The Lessee must at its expense keep any Lessee's Improvements in good condition during the Term of this Lease.



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4 LEASES FOR DEFERRED SELECTION PROPERTIES: EDUCATION LEASE

15 Construction of or Alterations to Lessee's Improvements

- 15.1 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.
- 15.2 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.
- 15.3 The Lessee agrees that any easement will be for a term concurrent with the lease and that it will take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.

16 No Lessor Maintenance

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

17 Lessor's Acknowledgments as to Lessee's Improvements

The Lessor acknowledges that:

- (a) Despite any rule of law or equity to the contrary, the Lessee will own all Lessee's Improvements whether or not attached to the land throughout the period of this Lease and any improvements owned by third parties shall continue to be owned by those third parties.
- (b) The Lessee must insure the Lessee's Improvements in its own name or self insure.
- (c) If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and the Lessee will own any insurance proceeds.
- (d) If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- (e) If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three working days from the date of their receipt by the Lessor.
- (f) The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Period without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from contamination in accordance with clause 13.

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4 LEASES FOR DEFERRED SELECTION PROPERTIES: EDUCATION LEASE

18 Removal of Lessee's Improvements

- 18.1 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without being obliged to pay the Lessor any compensation for their removal if they are removed by the expiry date. The Lessor's consent is not required to any removal.
- 18.2 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvement or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.
- 18.3 The Lessor must not impede the removal of any Lessee's Improvements from the Land at any time during the Term of the Lease.

19 Rubbish Removal

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

20 Signs

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

21 Insurance

- 21.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.
- 21.2 Each party has the right (subject to the rights of any of its mortgagees) to decide whether or not to reinstate any property insured by it, and the other party must abide by that decision.
- 21.3 The Lessee must ensure that any third party which is not a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

22 Fencing

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

23 Quiet Enjoyment

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



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4 LEASES FOR DEFERRED SELECTION PROPERTIES: EDUCATION LEASE

24 Benefits to Land Not to be Restricted or Cancelled

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

25 Assignment

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

- (a) any Crown Body; or
- (b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981.

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

25.3 Without limiting clause 25.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 25 or a subletting for the purposes of clause 26.

25.4 The Lessee has the right to dispose of or transfer all or part of its interest in the Land under section 40, 41, 42, 50 or 52 of the Public Works Act 1981 and this will not be deemed to be an assignment for the purposes of clause 25 or a subletting for the purposes of clause 26.

26 Subletting

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

- (a) any Crown Body; or
- (b) any other party provided that the sublease complies with the Education Act 1989 and the Public Works Act 1981.

27 Occupancy by School Board of Trustees

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

27.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 23 extends to any board of trustees occupying the Land.

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



4 LEASES FOR DEFERRED SELECTION PROPERTIES: EDUCATION LEASE

28 Lessee Break Option

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

29 Breach

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

30 Notice of Breach

30.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 29 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

- (a) by paying the Lessor all money necessary to remedy the breach within one month of the notice; or
- (b) by undertaking in writing to the Lessor within one month of the notice to remedy the breach and then remedying it within a reasonable time having regard to the nature and extent of it; or
- (c) by paying to the Lessor within three months of the notice compensation of an amount that is to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of it.

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

31 Renewal

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

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

32 Right of First Refusal for Lessor's Interest

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

- (a) wishes to sell or transfer the Lessor's interest in the Land; or



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4 LEASES FOR DEFERRED SELECTION PROPERTIES: EDUCATION LEASE

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

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

- 32.2 The Lessee will have 60 working days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor (Lessee's Notice) accepting the offer contained in the Lessor's Notice.
- 32.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 32.2, then the Lessor may sell or transfer the Lessor's interest in the Land to any other person on no more favourable terms than those previously offered to the Lessee.
- 32.4 If the Lessor wishes, or agrees, to offer more favourable terms for selling or transfer of the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms, by written notice to the Lessee and clauses 32.1-32.4 (inclusive) shall apply and if the re-offer is made within six months of the Lessor's Notice the 60 working day period shall be reduced to 30 working days.
- 32.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of Te Runanganui o Ngati Porou Trustee Limited as trustee of Te Runanganui o Ngati Porou and the consent of the Lessee shall not be required and the lessee's right to purchase the land under clause 32 will not apply.

33 Entire Agreement

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

34 Disputes

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

35 Service of Notices

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

The Secretary for Education
Ministry of Education
Private Bag 1666
WELLINGTON.

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

DOCUMENTS

4 LEASES FOR DEFERRED SELECTION PROPERTIES: EDUCATION LEASE

[INSERT CONTACT DETAILS]


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

36 Registration of Lease

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

37 Costs

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


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4 LEASES FOR DEFERRED SELECTION PROPERTIES: EDUCATION LEASE

LESSOR:

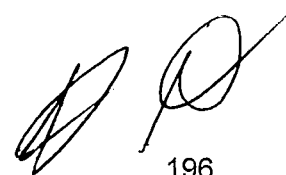
[NGATI POROU POST-SETTLEMENT GOVERNANCE ENTITY]

LESSEE:

HER MAJESTY THE QUEEN
acting by and through the Secretary
for Education

MEMORANDUM OF LEASE

THE SECRETARY FOR EDUCATION
MINISTRY OF EDUCATION
NATIONAL OFFICE
WELLINGTON



5 LETTER OF COMMITMENT

Letter of Commitment Relating to the Care and Management, Use, Development and Revitalisation of, and Access to, Ngati Porou Taonga

The Parties

The parties to this Letter of Commitment (Letter) are:

- Te Runanganui o Ngati Porou Trustee Limited, as trustee for Te Runanganui o Ngati Porou (the Ngati Porou PSGE);
- The Crown agencies responsible for the National Library and Archives New Zealand; and
- The Museum of New Zealand Te Papa Tongarewa (Te Papa Tongarewa).

The Crown agencies responsible for the National Library and Archives New Zealand, and Te Papa Tongarewa are for the purposes of this Letter of Commitment referred to as the "Crown parties".

A summary of the role and functions of each of the parties is provided in Annex A.

Introduction

- A Under the Deed of Settlement dated [] between Ngati Porou, the Ngati Porou PSGE and the Crown (the "Deed of Settlement"), the parties agreed to the development of a letter of commitment ("Letter") between Archives New Zealand, the National Library, Te Papa Tongarewa, and the Ngati Porou PSGE to facilitate the care and management, access and use, and development and revitalisation of Ngati Porou taonga.
- B In March 2010 Cabinet agreed that the functions of the National Library and Archives New Zealand should be amalgamated into the Department of Internal Affairs. From the date of legal amalgamation the Chief Executive of the Department of Internal Affairs will be accountable for the functions of the National Library and of Archives New Zealand.
- C The parties have entered into this Letter consistently with the partnership principle underlying Te Tiriti o Waitangi/Treaty of Waitangi.
- D The parties wish to record in this Letter their common commitment relating to the care and management, use, development and revitalisation of, and access to, Ngati Porou taonga (whether held by Ngati Porou whanau and hapu, the Crown agencies responsible for the National Library and Archives New Zealand or Te Papa Tongarewa).
- E The parties acknowledge that this common commitment is intended to support and promote the vision of Ko nga taonga tuku iho o Ngati Porou.

Purpose

1. The parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to, Ngati Porou taonga; whether held by Ngati Porou whanau and hapu or the Crown parties.
2. The parties recognise the following, which will guide them in giving effect to the purpose of this Letter and will be discussed as part of the development of the work plans:



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5 LETTER OF COMMITMENT

- 2.1. the significance of Ngati Porou taonga to the maintenance and development of Ngati Porou culture and to enriching the cultural life of New Zealand;
- 2.2. that Ngati Porou taonga is held and looked after by Ngati Porou whanau and hapu, and also by the Crown parties to this Letter;
- 2.3. Ngati Porou's cultural and spiritual authority in relation to Ngati Porou taonga;
- 2.4. that active and meaningful engagement by the Crown parties with Ngati Porou in the care and management, use, development and revitalisation of, and access to, Ngati Porou taonga is required as agreed in the work plans;
- 2.5. that innovative and technological solutions are required to provide opportunities for Ngati Porou's youthful population, and the over 80% of that population who are living outside the traditional tribal rohe, to connect with Ngati Porou culture and identity; and
- 2.6. the need for an enduring and collaborative relationship to be developed between Ngati Porou and the Crown parties.

Vision

3. The Crown parties recognise and respect Ngati Porou's vision which is:

Ko nga taonga tuku iho o Ngati Porou –

Ngati Porou taonga, an enduring legacy in perpetuity for Ngati Porou

4. This vision is intended to facilitate access to Ngati Porou taonga and their care and management, use, development and revitalisation.
5. The basis for this vision for the future is to contribute positively towards a situation where:
 - 5.1. Ngati Porou culture, heritage and language are thriving; members have a clear sense of their identity, history, traditions and language; and contemporary Ngati Porou arts and culture continue to emerge.
 - 5.2. Ngati Porou history is well documented and is easy to discover and access by Ngati Porou members, New Zealanders and a global audience; and Ngati Porou members are actively interacting with and adding to Ngati Porou content.
 - 5.3. Ngati Porou have a relationship with each Crown party in furtherance of the care and management, use, development and revitalisation of, and access to, Ngati Porou taonga held by each party.
 - 5.4. Ngati Porou are able to exercise appropriate authority over Ngati Porou taonga as described in the principles, recognising the authority that the respective Crown parties exercise under statute.
6. The vision of Ngati Porou is built upon the already existing relationships between Ngati Porou and the Crown parties. The parties recognise the common role shared by the Crown parties in collecting, preserving and providing access to the nation's art, culture and heritage collections and resources. The parties recognise the importance of this existing relationship as contributing towards the role of the Crown parties.



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5 LETTER OF COMMITMENT

Principles

7. The Crown parties recognise and respect the following principles of Ngati Porou which will guide the parties in achieving the purpose of the Letter:
 - 7.1. Toitu te Mana Atua (Principle 1): Ngati Porou taonga is cared for, managed, developed and revitalised in a manner which is consistent with Ngati Porou tikanga, and will ensure access, use and discoverability for future Ngati Porou generations;
 - 7.2. Toitu te Mana Whenua (Principle 2): Ngati Porou taonga is actively cared for and managed in a manner that respects its origins and connections to Ngati Porou whanau and hapu;
 - 7.3. Toitu te Mana Tangata (Principle 3): Ngati Porou taonga is accessed in a manner which is consistent with the tikanga of Ngati Porou whanau and hapu; and
 - 7.4. Toitu te Tiriti o Waitangi (Principle 4): Ngati Porou taonga is managed consistent with the partnership principle underlying Te Tiriti o Waitangi/the Treaty of Waitangi.
8. The Ngati Porou PSGE and the Crown parties have entered into this Letter in good faith and as equals. The Ngati Porou PSGE and the Crown parties agree to act in good faith and work fairly, reasonably and honourably towards each other with respect to the commitments identified below.

Effect

9. The parties acknowledge that this Letter is not intended to constitute a contract between the parties that is enforceable at law.
10. Resourcing of activities under this Letter will be within the existing resource limits and align with the Government priorities of the day.
11. Ngati Porou acknowledges that all agreements and commitments contained in this Letter are subject to legislative rights and obligations under which the respective Crown parties operate and the terms upon which specific taonga are held by the Crown parties.

Sir Apirana Ngata Fellowship

12. In recognising Sir Apirana Ngata's academic contribution to New Zealand society, the Crown parties commit to:
 - 12.1. work collaboratively with Ngati Porou to establish, support and facilitate a Ngata Fellowship; and
 - 12.2. work collaboratively with Ngati Porou to identify potential sources of funding for a Ngata Fellowship.

Development of Work Plans

13. Within 12 months of Settlement Date each of the Crown parties will confirm joint work plans with the Ngati Porou PSGE, in relation to matters consistent with the purpose of this Letter. The work plans may:
 - 13.1. provide the detail of the commitments agreed by Ngati Porou and each respective Crown party;



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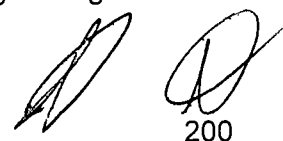
5 LETTER OF COMMITMENT

- 13.2. set out a timetable and milestones for delivering on any agreed commitments;
 - 13.3. confirm the responsibilities for the various parties in meeting the agreed commitments;
 - 13.4. identify a process for resolving any issues or disputes;
 - 13.5. identify key contact persons for the parties;
 - 13.6. provide for mutually agreed outcomes; and
 - 13.7. provide for the work plans to be reviewed at the annual meeting.
14. Final topics for the work plans will be mutually agreed by Ngati Porou and each respective Crown party and will reflect the priorities, resources and the specific functions and duties of the parties.

Work plan topics

Work Plan Topics Shared by all Parties

15. Potential topics for each of the respective Crown parties' joint work plans may include, but are not limited to, the topics identified below:
- 15.1. Collaborative Care and Management of Ngati Porou taonga held by Crown parties
 - a) To provide access, advice and guidance on taonga and cultural heritage issues.
 - b) To work collaboratively with Ngati Porou, as far as reasonably practicable, to develop and maintain inventories for Ngati Porou taonga.
 - c) To work collaboratively with Ngati Porou to research Ngati Porou taonga.
 - d) To work with Ngati Porou to develop metadata for Ngati Porou taonga.
 - e) To work collaboratively with Ngati Porou on taonga care, management, and storage.
 - f) To develop mutually beneficial research projects that enhance the understanding of Ngati Porou taonga and Ngati Porou culture.
 - 15.2. Sharing knowledge and expertise associated with Ngati Porou cultural heritage:
 - a) To share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues.
 - b) To share information on database use and research methodologies specific to, or that can be applied towards, Ngati Porou taonga.
 - c) To work together on exhibition planning processes and related activities specific to Ngati Porou taonga.
 - d) To seek advice from Ngati Porou regarding specific policy and tikanga guidance as it relates to Ngati Porou taonga.
 - 15.3. Opportunities for increased learning and capacity building relating to Ngati Porou taonga through:



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- a) Conservation and training in taonga preservation.
- b) Collection management systems.
- c) Digitisation initiatives.
- d) Training and development, with possible internships.

Work Plan Topics Specific to Crown Parties

16. Potential topics for Crown parties' respective work plans may include, but are not limited to, the topics identified below.

Work Plan Topics Particular to the National Library

16.1. Collaborative Care and Management of Taonga:

- a) To work with Ngati Porou to develop processes to record what material relating to Ngati Porou taonga is being accessed from the collections.
- b) To work with Ngati Porou to develop protocols concerning use of and access to material relating to Ngati Porou taonga.
- c) To work with Ngati Porou to develop exhibition opportunities relating to Ngati Porou taonga.
- d) To provide Ngati Porou the opportunity to share their matauranga regarding key activities and events at National Library.

16.2. Sharing knowledge and expertise associated with Ngati Porou taonga:

- a) To share knowledge and expertise on Ngati Porou taonga held overseas.
- b) To broker relationships with New Zealand and international libraries and heritage organisations.

Work Plan Topics Particular to the Archives New Zealand

16.3. Collaborative Care and Management of Taonga:

- a) To work with Ngati Porou to develop processes to record what material relating to Ngati Porou taonga is being accessed from the collections.
- b) To work with Ngati Porou to develop protocols concerning use of and access to materials relating to Ngati Porou taonga.
- c) To consult with Ngati Porou regarding, and provide Ngati Porou with the opportunity to acquire, in accordance with section 25 of the Public Records Act 2005, Ngati Porou taonga that is superfluous to the needs of Archives New Zealand.
- d) To develop a process to provide information to Ngati Porou on the type of research being conducted when Ngati Porou taonga is being accessed.

16.4. Monitoring delivery of service:



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- a) To develop processes to monitor the effectiveness of the relationship with and services to Ngati Porou in achieving outcomes mutually agreed in the work plans.

16.5. Analysis and reporting:

- a) To prepare and prioritise a list of key questions to ask regularly in written reports to Ngati Porou which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.

16.6. Advice for public offices and local authorities on access to Ngati Porou taonga:

- a) To consult with Ngati Porou, and advise public offices and local authorities, on best practice in making access decisions for access to Ngati Porou taonga held by the public archives and local authorities.

Work Plan Topics Particular to Te Papa Tongarewa

16.7. To work with Ngati Porou consistent with the principle of **Mana Taonga** which:

- a) seeks the input of communities for guidance on how their taonga should be managed, cared for, exhibited, or represented and gives all people who have taonga in Te Papa Tongarewa's collections a special connection to the marae – Rongomaraeroa; and
- b) shapes and informs many of the museum's activities and provides guidance for staff in the research, care, and management of taonga.

16.7.1 Collaborative Care and Management of Taonga:

- a) To maintain an inventory of Ngati Porou taonga held at Te Papa Tongarewa.
- b) To work with Ngati Porou to develop exhibition opportunities.
- c) To provide opportunities to promote Ngati Porou artists at Te Papa Tongarewa.

16.7.2 To provide Ngati Porou the opportunity to share their matauranga regarding key activities and events at Te Papa Tongarewa:

- a) To recognise the Ngati Porou PSGE as an iwi authority for Ngati Porou in relation to taonga issues.
- b) To consult with Ngati Porou regarding, and provide Ngati Porou with the opportunity to acquire, Ngati Porou taonga that may be deaccessioned by Te Papa Tongarewa.

16.7.3 Sharing knowledge and expertise associated with Ngati Porou cultural heritage kaupapa:

- a) To share knowledge and expertise associated with Ngati Porou cultural heritage kaupapa, including the following:
 - i) Legislation (e.g. the Protected Objects Act) museum policies and practices.



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5 LETTER OF COMMITMENT

- ii) Visitor Market Research & Evaluation methodology and data.
- iii) Ngati Porou taonga held overseas.
- b) To actively facilitate Ngati Porou relationships with New Zealand and international museums, galleries and heritage organisations.
- c) To actively facilitate opportunities for access and reconnection of Ngati Porou taonga through the relationships stated in 16.7.3 b).

Te Papa Tongarewa: Future Aspirations

16.8. In the future Te Papa Tongarewa and Ngati Porou will work together on:

- a) New Zealand Museum Standards Scheme.
- b) Advice on cultural centre development.
- c) Commercial Initiatives – publications.
- d) Iwi Exhibition partnership.
- e) Contributing to a central portal – web links.

Ongoing Relationships

- 17. The parties agree to meet annually (hui of the parties), at a date to be mutually agreed.
- 18. The inaugural hui of the parties will be held within 12 months of Settlement Date.
- 19. The parties will jointly take responsibility for confirming the annual hui and hui agenda.
- 20. Each party will meet its own cost of attending the annual hui.

Communication

- 21. The parties commit to:
 - 21.1. Maintain effective communication with one another on any concerns and issues arising from this Letter and its implementation;
 - 21.2. As far as reasonably practicable, provide opportunities for meetings of relevant management and staff;
 - 21.3. As far as reasonably practicable, train relevant employees of the parties to ensure that they are made aware of this Letter and the practical tasks which flow from it;
 - 21.4. As far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Letter and future amendments; and
 - 21.5. Include a copy of the Letter on the Crown parties' websites.
- 22. It is agreed by the parties that any issue of interpretation in this Letter shall be resolved after taking into account the Ngati Porou vision and principles.

5 LETTER OF COMMITMENT

Changes to Policy and Legislation Affecting this Letter

23. In addition to the specific commitments in this Letter, the Crown parties will consult, wherever practicable, with the Ngati Porou PSGE on legislative and policy development or review which potentially affects Ngati Porou taonga and provide for opportunities for the Ngati Porou PSGE to contribute to such developments.
24. If any of the Crown parties consults with the public or with Maori generally on policy development or any proposed legislative amendment to the statutes under which the Crown parties operate, and which impacts on the purpose of this Letter, the Crown Party shall:
- 24.1. notify the Ngati Porou PSGE of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;
- 24.2. make available to the Ngati Porou PSGE the information provided to Maori as part of the consultation process referred to in this paragraph; and
- 24.3. advise the Ngati Porou PSGE of the final outcome of any such consultation.

Dispute resolution

- 24.4. The following provisions apply to any dispute between the parties.
- 24.5. The parties acknowledge and agree that they:
- 24.5.1. wish to minimise and promptly settle any dispute which may arise;
- 24.5.2. must make active efforts in good faith to resolve that dispute in accordance with paragraph 24.6; and
- 24.5.3. will give the other written notice of the dispute including a description of the main issues.
- 24.6. The following process shall be undertaken once notice is received by a party to this Letter:
- 24.6.1. Within 15 working days of being given written notice, the relevant contact person from the Department of Internal Affairs, Te Papa Tongarewa and the Ngati Porou PSGE will meet to work in good faith to resolve the issue.
- 24.6.2. If the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 24.6.1, the Chief Executive, Department of Internal Affairs, the Kaihautu and Chief Executive, Te Papa Tongarewa and the Chief Executive Officer of the Ngati Porou PSGE will meet to work in good faith to resolve the issue.
- 24.7. Where the dispute has not been resolved within a reasonable period of time in accordance with clause 24.6.2, then either party may require the dispute to be referred to mediation as follows:
- 24.7.1. The party requiring the dispute to be referred to mediation must provide written notice to the other party.
- 24.7.2. The parties will seek to agree a mediator or mediators, (maximum of two) and, failing agreement within 15 working days of the date of the notice

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5 LETTER OF COMMITMENT

described in paragraph 24.7.1 above, a mediator or mediators (maximum of two) will be appointed by the President for the time being of the NZ Law Society. The skills and expertise of the mediator or mediators will include being familiar with:

- a. Ngati Porou tikanga; and
- b. tikanga based dispute resolution.

24.8. The mediator or mediators will be independent to the dispute.

24.9. The mediator or mediators will not have the power to determine the dispute, but may offer advice of a non-binding nature; and

24.10. The costs of the mediator or mediators will be met jointly by the parties.

24.11. Each party will bear its own costs in every other respect.

Review Provision

25. This Letter will be reviewed by the parties every five years or earlier where there is a change or a proposed change to the legislation or policy relevant to the Crown parties that has the potential to affect the matters covered by this Letter. This review will take place at the annual hui of the parties, to ensure that the vision, principles and commitments entered into in the Letter remain relevant and continue to capture the purpose of the Letter.

26. The parties will negotiate any amendments to provisions at this time and may sign a new Letter which will take effect upon signing.

Definitions

“Crown parties” has the same meaning given to it in at the beginning of this Letter.

“Deaccessioned” the permanent removal of an item from the collections of Te Papa Tongarewa.

“Inventories” means list of information.

“Letter” means this Letter of Commitment.

“National Library” includes the Alexander Turnbull Library.

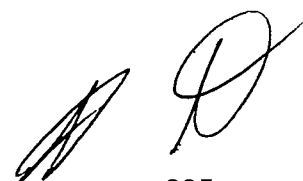
“PSGE” means governance entity, as that term is defined in the Deed of Settlement.

“Settlement Date” has the same meaning as in the Deed of Settlement.

“Taonga” Taonga includes but is not limited to artefacts, heirlooms, human remains, manuscripts, archives, records, information and data, including multi-media formats such as sound, still and moving images.

“Toitu” means everlasting, enduring, unbroken, sustainable and/or inalienable.

[Issued on []]



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5 LETTER OF COMMITMENT

xxxx
Chair and Chief Executive
[Name of Ngati Porou
PSGE]

Brendon Boyle
Chief Executive
Department of Internal Affairs
(which incorporates the roles of the National Librarian
and the Chief Archivist)

Date:

Date:

Michael Houlihan and Michelle Hippolite
Chief Executive and Kaihautu
Museum of New Zealand
Te Papa Tongarewa

Date:



Annex A: Summary of the Role and Functions of each of the Parties to this Letter of Commitment

Ngati Porou PSGE

1. As a result of the settlement of historic grievances under the Treaty of Waitangi the Ngati Porou PSGE will be established and will manage its collective affairs for the collective benefit of *nga uri o nga whanau hapu o Ngati Porou mai i Potikirua ki Te Toka a Taiau*.
2. The Ngati Porou PSGE will administer, manage, protect and govern its assets in a manner that incorporates tikanga Ngati Porou and delivers sustainable benefits to Ngati Porou, now and in the future.
3. The Ngati Porou PSGE will meet the cultural, social, environmental and economic aspirations of Ngati Porou, protect the mana of Ngati Porou tipuna and empower the mana of *nga uri o nga whanau hapu o Ngati Porou mai i Potikirua ki Te Toka a Taiau*.
4. The Ngati Porou PSGE will be guided by the following principles:
 - (a) The Ngati Porou PSGE is to act in the interests of all Ngati Porou – *nga uri o nga whanau hapu o Ngati Porou mai i Potikirua ki Te Toka a Taiau*;
 - (b) profits of the Ngati Porou PSGE are to be used for the benefit of Ngati Porou;
 - (c) Te reo ake o Ngati Porou me ona tikanga is to be fostered;
 - (d) The Ngati Porou PSGE is to act in accordance with the relevant Ngati Porou tikanga to achieve the best possible standards of stewardship and business practice;
 - (e) Beneficial Members must be Ngati Porou;
 - (f) Elected Representatives must be Adult Members of Ngati Porou;
 - (g) there will be guaranteed Noho Kaenga representation;
 - (h) there will be separation of governance and management;
 - (i) there will be separation of commercial and cultural entities; and
 - (j) There will be separation of business risk assets and heritage assets.



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

4. The National Library of New Zealand is set up under the National Library of New Zealand (Te Puna Matauranga o Aotearoa) Act 2003. Under section 7 of the Act, the purpose of the National Library is to enrich the cultural and economic life of New Zealand and its interchanges with other nations by, as appropriate:
 - (a) collecting, preserving, and protecting documents, particularly those relating to New Zealand, and making them accessible for all the people of New Zealand, in a manner consistent with their status as documentary heritage and taonga; and
 - (b) supplementing and furthering the work of other libraries in New Zealand; and
 - (c) working collaboratively with other institutions having similar purposes, including those forming part of the international library community.
5. The Alexander Turnbull Library forms part of the National Library. Under section 12 of the Act, the purposes of the Alexander Turnbull Library are:
 - (a) to preserve, protect, develop, and make accessible for all the people of New Zealand the collections of that library in perpetuity and in a manner consistent with their status as documentary heritage and taonga; and
 - (b) to develop the research collections and the services of the Alexander Turnbull Library, particularly in the fields of New Zealand and Pacific studies and rare books; and
 - (c) to develop and maintain a comprehensive collection of documents relating to New Zealand and the people of New Zealand.

Archives New Zealand (Te Rua Mahara o te Kawanatanga)

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



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10. Archives New Zealand ensures that public archives are preserved and well managed, while making those in the public arena accessible. The majority of the public archive is held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin.
11. Access to the public archive is promoted through customer assistance and support in each of Archives New Zealand's four reading rooms across the country, our remote enquiries service, along with an increasing online digital presence.
12. Archives New Zealand has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private and community records. Maintaining a presence and working within the wider community, including Maori, iwi and hapu is important to the department's role and responsibility. The regional offices provide local communities with access to records of local significance. Together we support government recordkeeping and community organisations, Maori, iwi and hapu with the care and management of archives.

Department of Internal Affairs (Te Tari Taiwhenua)

13. The Department of Internal Affairs (the Department) is the oldest government department and has been part of the fabric of New Zealand's Public Service since the signing of the Treaty of Waitangi.
14. The Department serves and connects people, communities and government to build a safe, prosperous and respected nation. The Department is responsible to six Ministers administering six Votes across seven portfolios. Our portfolios include Internal Affairs, Ministerial Services, Ethnic Affairs, Civil Defence, Racing, Local Government and the Community and Voluntary sector.
15. The Minister of Internal Affairs oversees the Government's ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
16. The Department:
 - a. provides direct services to people, communities and government;
 - b. provides policy advice to government;
 - c. regulates peoples activity, encourages compliance and enforces the law;
 - d. monitors performance; and
 - e. currently employs 1500 staff in 21 cities and towns in New Zealand, Sydney and London.
17. Following the integration of the National Library and Archives New Zealand into the Department, the National Library and Archives New Zealand will cease to be departments in their own right. The Chief Executive of the Department will be responsible and accountable for the implementation of, and commitments set out in, this Letter. The Chief Executive will also have an important role in managing the overall relationship with Ngati Porou.

Museum of New Zealand Te Papa Tongarewa

18. Te Papa Tongarewa is an autonomous Crown Entity under the Crown Entities Act 2004 and was established by the Museum of New Zealand Te Papa Tongarewa Act 1992.



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19. Te Papa Tongarewa is a forum for the nation to present, explore, and preserve the heritage of its cultures and knowledge of the natural environment in order to better understand and treasure the past, enrich the present, and meet the challenges of the future.
20. Te Papa Tongarewa's vision is:
- (a) to be relevant to all New Zealanders through stories of our collections and scholarship;
 - (b) to engage through these with communities throughout New Zealand;
 - (c) to be a source of experiences for audiences to grow their understanding and respect for Mātauranga Māori, and the different cultures of New Zealand;
 - (d) to be an access to the best collections from around the world;
 - (e) to be creative, collaborative and outward looking; and
 - (f) to be fun, challenging, and always enriching.



6 MANAGEMENT AGREEMENT

A handwritten signature in black ink, consisting of two stylized, overlapping characters that appear to be 'D' and 'P'.

MANAGEMENT AGREEMENT

THIS AGREEMENT is made this day of

PARTIES:

1. [NGATI POROU POST SETTLEMENT GOVERNANCE ENTITY] ("NP PSGE")
2. DIRECTOR-GENERAL OF CONSERVATION ("the Director-General")

BACKGROUND

- A. The NP PSGE is [Te Runanganui o Ngati Porou Trustee Limited, as trustee of Te Runanganui o Ngati Porou]. It is the administering body of the Vested Lands subject to this Agreement for the purposes of the Reserves Act 1977, and has the responsibility to manage the land as kaitieki in accordance with tikanga Ngati Porou.
- B. The Director-General is the administrative head of the Department of Conservation *Te Papa Atawhai* ("the Department"). The Department is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- C. The NP PSGE on behalf of Ngati Porou has entered into a Deed of Settlement with the Crown dated [X] ("Deed of Settlement") in respect of Ngati Porou's historical Treaty of Waitangi claims. The settlement includes the transfer of areas of public conservation land to the NP PSGE as reserves.
- D. The NP PSGE and the Crown have agreed that the Director-General will provide management services for the reserves subject to this Agreement listed in the schedules to this Agreement ("the Vested Lands subject to this Agreement") to the extent set out in the schedules to this document consistent with section 4 of the Conservation Act 1987.
- E. The NP PSGE and the Director-General wish to record the terms and conditions of their Agreement in relation to the management services agreed for the Vested Lands subject to this Agreement.
- F. Under sections 53(1) and 53(2)(i) of the Conservation Act 1987 the Director-General has the power to enter into agreements necessary for exercising such powers as to enable the Department to perform its functions.

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6 MANAGEMENT AGREEMENT

OPERATIVE PARTS

1. The parties agree that the Director-General will provide management services for the Vested Lands subject to this Agreement to the extent and in the manner set out in the schedules to this document.

SIGNED on behalf of the Director-General of Conservation by [insert name of delegate and position] acting under delegated authority

Signature:

In the presence of (witness)

Signature:

Name:

Occupation:

Address:

A copy of the Instrument of Delegation may be inspected at the Director-General's office at Conservation House *Whare Kaupapa Atawhai*, 18 - 32 Manners Street, Wellington 6011

SIGNED by [insert name] authorised signatory for the NP PSGE

Signature:

In the presence of (witness)

Signature:

Name:

Occupation:

Address:



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SCHEDULE 1

GENERAL TERMS AND CONDITIONS

1. The parties agree to perform the general obligations set out in this schedule.
2. The specific terms and conditions that relate to each of the Vested Lands subject to this Agreement are set out in schedules 2-6 ("the Management Services").

Reserve Management Plans

3. In accordance with section 41 of the Reserves Act 1977 ("Reserves Act"), the NP PSGE will prepare a reserve management plan ("the RMP") in conjunction with the Department for the Vested Lands subject to this Agreement.
4. Before notifying the draft RMP under sections 41(6)(a)-(c) of the Reserves Act, the NP PSGE and the Department will use their best endeavours to agree the objectives in the draft RMP.
5. The NP PSGE may nominate Department staff to the committee to hear any objections and comments arising under section 41(6)(d) of the Reserves Act in relation to the draft RMP.

Delivery of Management Services (Whanaungatanga)

6. The Director-General shall use his or her best endeavours to provide the Management Services for the Vested Lands subject to this Agreement in a manner that complies with the RMP and the Reserves Act, the settlement legislation (as defined in the Deed of Settlement) and other such relevant legislation and amendments.
7. If the Director-General cannot provide the Management Services in a manner that complies with the RMP and the Reserves Act, the settlement legislation and other such relevant legislation and amendments, the parties will meet to attempt to resolve the inconsistency through good faith discussions.
8. If the parties cannot resolve the inconsistency through good faith discussions, the parties shall discuss amending either the Management Services or the RMP to resolve the inconsistency.

Director-General's discretion

9. Subject to clause 6, the Director-General has sole discretion in relation to the expenditure of monies that are the subject of its appropriation on the Management Services.
10. The NP PSGE acknowledges that the cost of the Management Services and also meeting the objectives of the RMP are subject to budgetary constraints contained in the Department's business plans.
11. The parties shall discuss performance of the Management Services in good faith at the annual business planning meeting ("Annual Business Planning Meeting") to be held in accordance with clause 5 of the Ngati Porou Conservation Protocol ("the Protocol").
12. In the event that the Director-General considers it is unable to perform the Management Services or any obligations under the RMP due to budgetary constraints, the Director-General shall inform the NP PSGE of this in writing within 10 working days of its decision that it is

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6 MANAGEMENT AGREEMENT

unable to perform the Management Services. The Area Office Manager must also raise this matter for discussion at the next Annual Business Planning Meeting.

Director-General's obligations

13. The Director-General must:
 - a. undertake the Management Services in a safe, reliable and competent manner and comply with all statutes, bylaws and regulations, and all notices and requisitions of any "competent authority" relating to the Management Services.
 - b. take all practical steps to protect the safety of all persons present or in the vicinity of the Vested Lands subject to this Agreement and where necessary, erect signposts warning the public of any dangers they may encounter as a result of the Management Services.

Reporting and communication

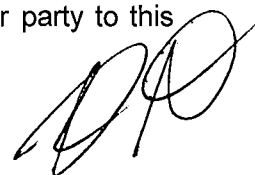
14. The Director-General shall report to the NP PSGE at the Annual Business Planning Meeting on its implementation of the Management Services and any issues that have arisen.
15. The parties shall meet at least annually to discuss the reports and the future conduct of the Management Services at the Annual Business Planning Meetings or at other meetings as provided for in clauses 3.2.4, 3.2.5, and 5 of the Protocol.

Notices

16. Any notice required to be served on the NP PSGE or the Crown shall be sufficiently served if the notice is served to the address stated in Schedule 7 or such other address provided by the parties (from time to time).
17. In the event of a change in address the relevant party must notify the other party of the change in writing immediately.
18. The NP PSGE 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.
19. Where the NP PSGE is required to provide notice under this Agreement provision of notice in writing to the Area Office Manager at the address stated in Schedule 7 shall suffice.

Dispute resolution

20. The parties acknowledge and agree that they:
 - a. Wish to minimise and promptly settle any dispute which may arise; and
 - b. Must make active efforts in good faith to resolve any such disputes in accordance with clauses 20 – 22.
 - c. Will give the other written notice of the dispute including a description of the main issues.
21. The following process shall be undertaken once notice is received by the other party to this Agreement:



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- a. Within 15 working days of being given written notice, the relevant contact person from the Department and the NP PSGE 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 clause 21.a, the Director-General and the Chief Executive Officer of Te Runanganui o Ngati Porou will meet to work in good faith to resolve the issue.
 - c. If the dispute has still not been resolved within 30 working days of the receipt of the notice referred to in clause 21.a, 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 both parties agree, the Minister and the Chair of the NP PSGE will meet to work in good faith to resolve the issue.
22. Where the dispute has not been resolved within a reasonable period of time in accordance with clause 21.b or, if applicable, clause 21.c, then either party may require the dispute to be referred to mediation as follows:
- a. The party requiring the dispute to be referred to mediation must provide written notice in accordance with this Agreement to the other party.
 - b. The parties will seek to agree a mediator or mediators and should the parties fail to reach an agreement within 15 working days of the date of the notice described in paragraph 22a above, a mediator or mediators will be appointed by the President for the time being of the NZ Law Society. The mediator or mediators will be:
 - i. familiar with Ngati Porou tikanga;
 - ii. familiar with tikanga based dispute resolution; and
 - iii. independent of the dispute.
 - c. The mediator or mediators will not have the power to determine the dispute, but may offer advice of a non-binding nature.
23. The costs of the mediator or mediators will be met jointly by the parties.
24. Each party will bear its own costs in every other respect.

Variation of Management Services

25. The parties may only amend this Agreement by variation in writing. Agreement to, or execution of, any such variation shall not be unreasonably or arbitrarily withheld or delayed.

Review

26. The parties agree to review this Agreement every five (5) years from the settlement date (as defined in the Deed of Settlement) at the Annual Business Planning Meeting, and additional reviews may take place at the option of either party in the event of any material changes to the legislation, policies, or circumstances relevant to the Vested Lands subject to this Agreement and the RMP.

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No Indemnity

27. The Department acknowledges and agrees that there will be no indemnity provided by NP PSGE with respect to any actions, claims, demands, losses, damages, costs, injuries, or expenses as a result of the performance of the Management Services.

Crown's Responsibility

28. The Crown will be responsible for all actions, claims, demands, losses, damages, costs and expenses arising from the Director General's performance of the Management Services (including any services undertaken by the Crown prior to the Settlement Date) unless such actions, claims, demands, losses, damages, costs and expenses are caused or contributed to by any act, omission, neglect or breach on the part of NP PSGE.
29. Where the Department has agreed in any budget year to undertake certain Management Services and in that year is later unwilling or unable to perform the Management Services as agreed, then the NP PSGE shall be under no obligation to complete those Management Services.

Access

30. The NP PSGE will allow the necessary and required access to the Department (including its employees, agents and approved invitees) to ensure that the Management Services can be carried out.



Schedule 2

ANAURA SCENIC RESERVE

Description

1. Anaura Scenic Reserve comprising 225.3401 hectares, more or less, being Sections 11, 12, 13, 15 and 16 Block XVI Tokomaru Survey District, Gisborne Land District.
2. The recreational amenities at Anaura Scenic Reserve include a walking track that extends onto adjoining land.
3. There is a water supply easement in favour of the adjoining land and the Department campground opposite Anaura Scenic Reserve.
4. The NP PSGE will grant a water supply easement in gross in favour of the Department of Conservation in accordance with the Deed of Settlement and the settlement legislation.

Management services to be provided for Anaura Scenic Reserve

5. The Director-General will at its own cost:
 - a. continue to maintain the walking track to its current standard (as at settlement date);
 - b. continue to maintain the water supply easement and the water supply line for the campground;
 - c. work with the NP PSGE to reach an agreement with owners of the adjoining land for the continuation of their water supply and meet Crown costs, if any, arising from those discussions;
 - d. continue to maintain the flood gates in good repair; and
 - e. continue to maintain the cattle stop on the public road.



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6 MANAGEMENT AGREEMENT

Schedule 3

AORANGI SCENIC RESERVE

Description

1. Aorangi Scenic Reserve ("Aorangiwai") comprising 751.0964 hectares, being Aorangiwai 1 and 1A Blocks, Block I and II Mata Survey District, Gisborne Land District.
2. Aorangi has been the subject of extensive goat control.
3. The Department has been responsible for undertaking a goat monitoring and control programme on a three yearly basis.

Management services to be provided for Aorangi

4. The Director-General will, at its own cost, continue to undertake a goat monitoring and control programme for a five year period from the settlement date.



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Schedule 4

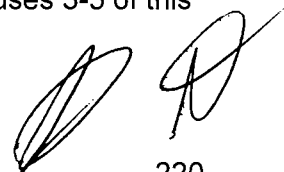
PUKEAMARU SCENIC RESERVE

Description

1. Pukeamaru Scenic Reserve comprising 3515.4156 hectares more or less being Sections 3, 4, 5 and 6 Block X, Section 1 Block XI and Sections 2 and 4 Block XII Matakaoa Survey District, and Lots 2 and 5 DP 8030, Gisborne Land District.
2. Pukeamaru Scenic Reserve includes the sites known as the Pukeamaru Range Scenic Reserve and the Mullaney's and Hungahungatoroa Conservation Areas. Mullaney's Conservation Area ("Mullaney's") is 218.0700 hectares comprising Lot 2 Deposited Plan 8030 Block XI Matakaoa SD, Gisborne Land District.
3. Hungahungatoroa Conservation Area ("Hungahungatoroa") is 32.3700 hectares and is identified as Lot 5 Deposited Plan 8030, Gisborne Land District.
4. The area known as Pukeamaru is an area with high ecological values.
5. Since 1982, Pukeamaru has had a history of animal control, mainly goat shooting.
6. There are animal control facilities on Pukeamaru which include two huts along with a network of tracks starting at Hoia Station connecting the two huts and linking back to the Karakatuwhero River.
7. The wildlife present on Pukeamaru includes Hochstetters frogs and native freshwater fish.
8. Lot DP 8030 includes a pa site that has been recently mapped by an archaeologist and will require some restoration work. This work will require NZ Historic Places Trust approval.

Management services to be provided for Pukeamaru

9. For the five year period of appointment to control and manage the reserve provided for in section 68 of the settlement legislation, the Director-General will at his own cost:
 - a. maintain and manage Pukeamaru as advised at the Annual Business Planning Meeting (in particular focusing on the restoration programme if the adjoining landowners continue to agree);
 - b. monitor the Hochstetters frog and fresh water fish populations;
 - c. undertake annual (usually in May) compliance and any necessary enforcement steps in relation to the protection of wildlife, and in particular the protection of the kereru population;
 - d. carry out pest monitoring and control; and
 - e. carry out weed monitoring and control.
10. For the avoidance of doubt, any RMP prepared for Pukeamaru (including during the term of the Director-General's appointment) will be prepared in accordance with clauses 3-5 of this Agreement.



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11. After the expiry of the five year appointment to control and manage the reserve the Director-General will:
- a. maintain the restoration programme as developed in association with the adjacent landowners;
 - b. monitor the Hochstetters frog and fresh water fish populations; and
 - c. undertake annual (usually in May) compliance and any necessary enforcement in relation to wildlife, and in particular the protection of kereru.



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Schedule 5

WAIMAHURU SCENIC RESERVE

Description

1. Waimahuru Scenic Reserve ("Waimahuru") comprising 264.6752 hectares, more or less, being Lot 1 Deposited Plan 8481 and Section 2 Block XIII Waipiro Survey District, Gisborne Land District.
2. Waimahuru Scenic Reserve includes the sites known as the Waimahuru Bay Scenic Reserve and the Waimahuru Bay Conservation Area.
3. Waimahuru is of an extremely high conservation value to the Crown because of its *Dactylanthus* and Kakabeak population. Two enclosures built within the reserve contain kakabeak plants.
4. A remaining population of Grey Face Petrel breeds on the coastal bluffs.
5. Animal and plant pest control is undertaken on Waimahuru.

Management services to be provided for Waimahuru

6. The Director-General will at its own cost:
 - a. continue to maintain the plant enclosures;
 - b. undertake predator control during the breeding season to protect the Grey Face Petrel population;
 - c. carry out pest monitoring and control;
 - d. carry out weed monitoring and control; and
 - e. continue to maintain the bond for access through the neighbouring forestry block.



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6 MANAGEMENT AGREEMENT

Schedule 6

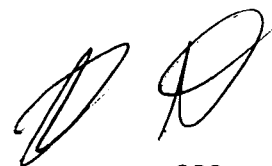
WHANGAOKENO LOCAL PURPOSE (CULTURAL AND WILDLIFE REFUGE) RESERVE

Description

1. Whangaokeno Local Purpose (Cultural and Wildlife Refuge) Reserve ("Whangaokeno") comprising 8.0937 hectares, more or less, being Whangaokeno Block, Block XVI, East Cape Survey District, Gisborne Land District. Whangaokeno is an island off the East Coast of the North Island.
2. The Crown recognises that the island is a cultural landmark with particular traditions attaching to it that relate to Ngati Porou history and identity.
3. Extensive restoration work has been undertaken on Whangaokeno in accordance with the Whangaokeno / East Island Ecological Restoration Plan by the Department ("the restoration programme").
4. Since 1996 there has been a partnership program with two local hapu.
5. In 1997, the kiore population was eradicated. Extensive weed control has been undertaken by the Department in partnership with Ngati Porou. This has enabled the return of skinks, gecko and weta to Whangaokeno.
6. The Department in partnership with Ngati Porou intends to reintroduce tuatara onto Whangaokeno subject to translocation arrangements. The Department currently holds on trust \$5,000 raised by donations for the reintroduction of tuatara.
7. Access to Whangaokeno will be by permit only.

Management services to be provided for Whangaokeno

8. The Director-General will at its cost and in partnership with Ngati Porou:
 - a. carry out pest monitoring and control and continue to monitor for pest incursion;
 - b. carry out weed monitoring and control;
 - c. with iwi and hapu support assist in:
 - i. the completion of the restoration programme in relation to Whangaokeno in a manner that complies with the RMP which is to be reviewed; and
 - ii. the translocation of tuatara to Whangaokeno.



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Schedule 7

Addresses for Service:

The Director-General's address for service is:

Department of Conservation
Gisborne Whakatane area Office
63 Carnarvon Street
Gisborne 4010

Attention: the Area Manager

The NP PSGE's address for service is:

[to come]



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7 SCHEDULE OF NGA PAANGA WHENUA O NGATI POROU

7 SCHEDULE OF NGA PAANGA WHENUA O NGATI POROU

Name of site (land)	Legal Description (All Gisborne Land Registry)
Ahikouka Conservation Area	10.5218 hectares, more or less, being Section 3, Block X, Waiapu Survey District. All Gazette 1968 page 1249. 4.0342 hectares, more or less, being Section 1 SO 2028. Part Gazette 1898 page 1251.
Anaura Bay Recreation Reserve	1.7957 hectares, more or less, being Section 14, Block XVI, Tokomaru Survey District. All Gazette Notice 113029.1.
Henri Loisel Scenic Reserve	41.0488 hectares, more or less, being Lot 1 DP 5952. All Computer Freehold Register GS4A/475.
Hicks Bay Local Purpose Reserve (Boat Ramp)	0.1920 hectares, more or less, being Part Wharekahika 6A. Balance Computer Freehold Register GS2D/325.
Hicks Bay Conservation Area	20.9868 hectares, more or less, being Sections 2 and 24, Block VIII, Matakaoa Survey District. Balance Gazette 1920 page 155 and Balance Gazette Notice 80874.
Kopuapounamu Conservation Area	20.9480 hectares, more or less, being Lots 2 and 3 DP 8347.
Littleworths Conservation Area	250.0957 hectares, more or less, being Section 6, Block III, Mangaoparo Survey District.
Makaramea Scenic Reserve	6.7342 hectares, more or less, being Section 11, Block IX, Uawa Survey District. All Computer Freehold Register GS4A/866.
Mangaharei Stream Local Purpose (Soil Conservation and River Control) Reserve	1.1667 hectares, more or less, being Part Section 31, Town of Ruatoria Extension 3. All Gazette 1980 page 2343. 0.0062 hectares, more or less, being Lot 5 DP 6284. All Gazette 1984 page 655.
Mangaharei Local Purpose (Water Supply) Reserve	2.3699 hectares, more or less, being Section 32, Town of Ruatoria Extension 3. All Gazette 1980 page 2343.
Marginal Strip Conservation Area	3.8445 hectares, more or less, being Section 8, Block IV, Mangaoparo Survey District.
Norma Leonie Shelton Scenic Reserve	17.1400 hectares, more or less, being Lot 1 DP 6020. All Transfer 121407.2.
Nuhiti Q Scenic Reserve	1140.0000 hectares, more or less, being Lot 1 DP 7090.

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7 SCHEDULE OF NGA PAANGA WHENUA O NGATI POROU

	All Lease 180866.1.
Okitu Bush Scenic Reserve	3.2660 hectares, more or less, being Lot 4 DP 5793. All Computer Freehold Register GS3D/875. 0.6971 hectares, more or less, being Lot 7 DP 8562.
Part Raukumara Conservation Park	50,547.7730 hectares, approximately, being Section 1, Block IX, and Sections 1 and 2, Block XIII, Hikurangi Survey District, Maungawaru 2 and 3, Part Mangaokura and Mangaokura 1, Part Waitahaia, Whakaironui, Part Puketauhinu 1 and 1B, Sections 1 and 2 SO 8930, Part Lots 1 and 5 DP 2663, Part Honokawa 5, Section 1, Block VII, and Section 1, Block XV, Raukumara East Survey District, Part Mangaparahi, Raparapaririki 3 and Part Raparapaririki 2, Part Te Kumi 1 Sections 1 and 2, Block I, Sections 2 and 3, and Part Section 1, Block II and Section 3, Block VI, Mangaoparo Survey District and Section 4, Block XIV, Matakaoa Survey District. Part Gazette 1979 page 1195.
Part Raparapaririki Conservation Area	363.0807 hectares, more or less, being Lots 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20 and 21 DP 8200. Balance Gazette Notice 220553.1. 0.0800 hectares, approximately, being Part Lot 2 DP 2641. Part Computer Freehold Register GS2C/1264. 51.0400 hectares, approximately, being Parts Lot 1 DP 2663, Parts Lots 2, 3, 4 and 5 DP 3704, Parts Section 1, Block XVI, Raukumara East Survey District, Parts Honokawa 1B, Parts Mangaparahi, Part Raparapaririki Block, Part Raparapaririki 2 and Parts Raparapaririki 6.
Taurangakautuku River No1 Marginal Strip	1.0121 hectares, approximately, being Marginal Strip (SO 3933) adjoining Sections 8 and 9, Block IV, Mangaoparo Survey District.
Taurangakautuku River No2 Marginal Strip	2.3627 hectares, approximately, being Marginal Strip (SO 3205) adjoining Lot 1 DP 8347 and Part Section 2, Block XV, Matakaoa Survey District.
Teritua Conservation Area	272.7500 hectares, more or less, being Lot 1 DP 8100.
Tokomaru Forest Conservation Area	23.9550 hectares, more or less, being Lot 4 DP 8100.
Waipare Scenic Reserve	996.6370 hectares, more or less, being Section 1 SO 8276 and Tokomaru L and M. All Gazette 1991 page 838.
Potaka Conservation Area	2.8000 hectares, more or less, being Section 5, Block V, Matakaoa Survey District. All Computer Freehold Register GS5C/115.

8 STEPS TAKEN FOR RECOGNITION OF NEW MIO AND TRANSFER OF FISHERIES ASSETS

1 On 21 December 2010, Te Ohu Kai Moana Trustee Limited confirmed to the Crown in writing that the constitutional documents of Te Runanganui o Ngati Porou and its proposed asset-holding company, Ngati Porou Seafoods Limited, would comply with and implement the Kaupapa in Schedule 7 of the Maori Fisheries Act 2004, except Kaupapa 1 as it relates to the term of appointments.

2 On 21 December 2010, Te Ohu Kai Moana Trustee Limited confirmed to the Crown in writing that, except for the facts that:

2.1 Ngati Porou has a MIO;

2.2 the Te Runanganui o Ngati Porou trust deed does not comply with Kaupapa 1 of Schedule 7 of the Maori Fisheries Act; and

2.3 Te Runanganui o Ngati Porou (through the governance entity) does not have an asset-holding company (but Ngati Porou Seafoods Limited will transfer from Te Runanga o Ngati Porou to the governance entity under the settlement legislation, as set out in section 132 of the draft settlement bill),

Te Runanganui o Ngati Porou would be able to be recognised as a MIO under the Maori Fisheries Act 2004.

3 Te Runanga o Ngati Porou has:

3.1 notified the proposal to have Te Runanganui o Ngati Porou recognised as Ngati Porou's MIO to the adult members of Ngati Porou;

3.2 at the same time, notified the proposal to ratify the Te Runanganui o Ngati Porou trust deed to the adult members of Ngati Porou; and

3.3 obtained:

3.3.1 the approval for the proposal in clause 3.1 of this part; and

3.3.2 the ratification of the Te Runanganui o Ngati Porou trust deed in clause 3.2 of this part,

from not less than 75% of the adult members of Ngati Porou who voted,

in compliance with the Maori Fisheries Act 2004, and the requirements in the letter dated 28 October 2010 from the Minister of Treaty of Waitangi Negotiations to the chair of the mandated negotiators.

4 The notices given under clauses 3.1 and 3.2 of this part:

4.1 specified the name of Te Runanganui o Ngati Porou; and

4.2 stated that, if:

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8 STEPS TAKEN FOR RECOGNITION OF NEW MIO AND TRANSFER OF FISHERIES ASSETS

4.2.1 the proposal in clause 3.1 of this part is approved under clause 3.3 of this part; and

4.2.2 the Te Runanganui o Ngati Porou trust deed is ratified under clause 3.3 of this part,
then:

4.2.3 Te Runanganui o Ngati Porou will be recognised as the MIO for Ngati Porou in place of Te Runanga o Ngati Porou; and

4.2.4 Ngati Porou Seafoods Limited will be the asset-holding company of Te Runanganui o Ngati Porou (through the governance entity) under the Maori Fisheries Act 2004,

in accordance with the settlement legislation, as set out in section 133 of the draft settlement bill.

5 Te Ohu Kai Moana Trustee Limited gave written notification to Te Runanga o Ngati Porou and to the Crown that provisions in this part have been complied with on 21 December 2010.

