NGĀTI TAMA KI TE TAU IHU

and

THE CROWN

DEED OF SETTLEMENT SCHEDULE: DOCUMENTS

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1. TE KOROWAI MANA

1.1 TE KOROWAI MANA CREATED OVER TE WAIKOROPUPŪ SPRINGS SCENIC RESERVE

Clause 5.7.1(a)

1.1: TE KOROWAI MANA CREATED OVER TE WAIKOROPUPŪ SPRINGS SCENIC RESERVE

1. DESCRIPTION OF AREA

1.1 Te Waikoropupū Springs Scenic Reserve, 25.6936 hectares, more or less, being Parts Lot 1 DP 6769, Lot 1 DP 11091, Section 1 SO 13886 and Sections 301 and 302 Takaka District. As shown on OTS-202-31.

2. PREAMBLE

2.1 Pursuant to section 57 of the draft settlement bill (clause 5.7.1(a) of the deed of settlement) the Crown acknowledges the statement by Ngāti Tama ki Te Tau Ihu of their cultural, spiritual, historic and traditional values relating to Te Waikoropupū Springs Scenic Reserve as set out below.

3. NGATI TAMA KI TE TAU IHU VALUES

3.1 Waikoropupū Springs is a large karst resurgence consisting of a collection of springs. It is a precious taonga, which has outstanding water quality. Since their occupation of Mōhua, Waikoropupū Springs has been central to lives of Ngāti Tama ki Te Tau Ihu whānau. Ancestral connections with this wāhi tapu encompass the spiritual and physical realms.

3.2 The spiritual significance of Waikoropupū Springs is illustrated by the legend of Huriawa, a kaitiaki taniwha (guardian spirit). Huriawa is a tūpuna (ancestor) who works her way through the lands of Mōhua, travelling in the waters that flow through the domains of Hine-tu-ahoanga (the sandstone lady). Huriawa clears the waterways of storm debris (fallen trees and vegetation), to free the flow of water. Originally, this tūpuna taniwha was buried on Parapara Maunga, but she was called forth to guard Waikoropupū Springs. Now her resting place, Huriawa resides within the numerous sandstone caves and underground streams of Waikoropupū Springs.

3.3 The waters of Waikoropupū Springs represent the lifeblood of Papatūānuku and the tears of Ranginui, symbolising the link between past and present. Waikoropupū Springs is a source of wai, an essential element of life. Wai is considered to transcend life itself as it sustains the physical and spiritual wellbeing of all things.

3.4 Tūpuna have been kaitiaki of these precious waters continually for generations. Central to this role is the belief that the spiritual and physical survival of all living things is dependent on the maintenance of the mauri and wairua of Waikoropupū Springs. Cultural traditions relate to the purity of water. Waikoropupū Springs spring water was called the "water of life" or Wai ora, the purest form of freshwater. Generations of whānau have used these sacred waters for cleansing and spiritual healing. These waters were central to the cultural traditions practised by tūpuna and remain so today.

3.5 Maintaining the purity of the waters of Waikoropupū Springs is integral to the spiritual and cultural well being of Ngāti Tama ki Te Tau Ihu. The protection of this wāhi tapu is fundamental to Ngāti Tama ki Te Tau Ihu identity and maintenance of tribal traditions.

3.6 Ngāti Tama ki Te Tau Ihu have continuously maintained the role of kaitiaki over this rohe since pre-1840.

4. PROTECTION PRINCIPLES

4.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Ngāti Tama ki Te Tau Ihu values related to Te Waikoropupū Springs Scenic Reserve:

(a) protection of wāhi tapu, indigenous flora and fauna and the wider environment of Te Waikoropupū Springs Scenic Reserve;

(b) recognition of the Ngāti Tama ki Te Tau Ihu mana, kaitiakitanga and tikanga within Te Waikoropupū Springs Scenic Reserve;

(c) respect for Ngāti Tama ki Te Tau Ihu tikanga and kaitiakitanga within Te Waikoropupū Springs Scenic Reserve;

(d) encouragement of respect for the association of Ngāti Tama ki Te Tau Ihu with Te Waikoropupū Springs Scenic Reserve;

(e) accurate portrayal of the separate and distinct association and kaitiakitanga relationship of Ngāti Tama ki Te Tau Ihu with Te Waikoropupū Springs Scenic Reserve;

(f) recognition of the relationship of Ngāti Tama ki Te Tau Ihu with the wāhi tapu and wāhi whakahirahira; and

(g) recognition of the interest of Ngāti Tama ki Te Tau Ihu in actively protecting species within Te Waikoropupū Springs Scenic Reserve.

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

5.1 Pursuant to clause 5.7.7 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

(a) Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about the Ngāti Tama ki Te Tau Ihu values and will be encouraged to respect the Ngāti Tama ki Te Tau Ihu associations with Te Waikoropupū Springs Scenic Reserve;

(b) the Ngāti Tama ki Te Tau Ihu association with Te Waikoropupū Springs Scenic Reserve will be accurately portrayed in all new Department of Conservation information and educational material;

(c) Ngāti Tama ki Te Tau Ihu will be consulted regarding the provision of all new Department of Conservation public information or educational material and the Department of Conservation will only use the cultural information of Ngāti Tama ki Te Tau Ihu with the consent of Ngāti Tama ki Te Tau Ihu;

(d) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Ngāti Tama ki Te Tau Ihu will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites;

(e) any kōiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and Ngāti Tama ki Te Tau Ihu will be informed as soon as possible to enable the Ngāti Tama ki Te Tau Ihu iwi to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and

(f) Department of Conservation will ensure that Ngāti Tama ki Te Tau Ihu are informed of any indigenous species management programmes and will identify opportunities for involvement by Ngāti Tama ki Te Tau Ihu.

1.2 TE KOROWAI MANA CREATED OVER FAREWELL SPIT NATURE RESERVE

Clause 5.7.1(b)

1.2: TE KOROWAI MANA CREATED OVER FAREWELL SPIT NATURE RESERVE

1. DESCRIPTION OF AREA

1.1 Farewell Spit Nature Reserve, 11423.4662 hectares, approximately, being Parts Section 3 Block III, Part Section 4 and Section 5 Block VIII Onetaua Survey district and Crown land Onetaua Survey District. As shown on OTS-202-32.

2. PREAMBLE

2.1 Pursuant to section 57 of the draft settlement bill (clause 5.7.1(b) of the deed of settlement) the Crown acknowledges the statement by Ngāti Tama ki Te Tau Ihu of their cultural, spiritual, historic and traditional values relating to the Farewell Spit Nature Reserve as set out below.

3. NGĀTI TAMA KI TE TAU IHU VALUES

3.1 For Ngāti Tama ki Te Tau Ihu, Onetāhua has always been an area of great cultural and spiritual significance. It is the departing place o te wairua o ngā tāngata o te Waipounamu: the place from which the spirits depart.

3.2 Onetāhua has also been linked to the legend of Māui-Tikitiki-a-Taranga (Māui), famous for having "fished up" or discovered islands across the Polynesian Pacific. Some iwi members believe that Māui cast his line from a headland near the Southern end of Onetāhua to snare and battle with his giant fish.

3.3 Traditionally, whānau valued Onetāhua for the variety of resources found there. Seasonal camps were frequently used to harvest shellfish, fish and bird life. Oral traditions recount the frequent stranding of whales on the beaches of Onetāhua. Whales are a highly valued taonga, and a gift from Tangaroa. Such a precious gift could not be wasted, so traditionally every part of a stranded whale was used. The oil was collected, the flesh used for food, and the bones and teeth made into weapons and carved into precious ornaments. Onetāhua is a whale burial ground, a resting place for whales that stranded there. Whales remain central to the lives of present day whānau.

3.4 At the base of the Spit, a number of small caves sheltered tūpuna as they cleaned and sewed up sealskins. The nearby beach provided a plentiful number of seals for harvest. Onetāhua provides an ideal habitat for birdlife and is therefore rich in bird species, some of which fly from as far as Siberia to feed from this prolific mahinga mataitai. Traditionally, birds were harvested by tūpuna for a range of uses, including the use of their feathers for decorating garments.

3.5 Onetāhua is a strategic landform, a physical marker that is steeped in ancestral history. The traditions associated with the area and its resources have been integral to the identity and role of Ngāti Tama ki Te Tau Ihu as kaitiaki. The mātauranga and wāhi tapu associated with Onetāhua are all taonga Ngāti Tama ki Te Tau Ihu wishes to protect for future generations.

3.6 Ngāti Tama ki Te Tau Ihu have continuously maintained the role of kaitiaki over this rohe since pre-1840.

4. PROTECTION PRINCIPLES

4.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Ngāti Tama ki Te Tau Ihu values related to Farewell Spit Nature Reserve:

(a) protection of wāhi tapu, indigenous flora and fauna and the wider environment of Farewell Spit Nature Reserve;

(b) recognition of the Ngāti Tama ki Te Tau Ihu mana, kaitiakitanga and tikanga within Farewell Spit Nature Reserve;

(c) respect for Ngāti Tama ki Te Tau Ihu tikanga and kaitiakitanga within Farewell Spit Nature Reserve;

(d) encouragement of respect for the association of Ngāti Tama ki Te Tau Ihu with Farewell Spit Nature Reserve;

(e) accurate portrayal of the association and kaitiakitanga relationship of Ngāti Tama ki Te Tau Ihu with Farewell Spit Nature Reserve;

(f) recognition of the relationship of Ngāti Tama ki Te Tau Ihu with the wāhi tapu and wāhi whakahirahira; and

(g) recognition of the interest of Ngāti Tama ki Te Tau Ihu in actively protecting indigenous species within Farewell Spit Nature Reserve.

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

5.1 Pursuant to clause 5.7.7 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

(a) Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about the Ngāti Tama ki Te Tau Ihu values and will be encouraged to respect the Ngāti Tama ki Te Tau Ihu associations with Farewell Spit Nature Reserve;

(b) the Ngāti Tama ki Te Tau Ihu association with Farewell Spit Nature Reserve will be accurately portrayed in all new Department of Conservation information and educational material;

(c) Ngāti Tama ki Te Tau Ihu will be consulted regarding the provision of all new Department of Conservation public information or educational material and the Department of Conservation will only use the cultural information of Ngāti Tama ki Te Tau Ihu with the consent of Ngāti Tama ki Te Tau Ihu;

(d) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, the Ngāti Tama ki Te Tau Ihu will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites;

(e) any kōiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and Ngāti Tama ki Te Tau Ihu will be informed as soon as possible to enable the Ngāti Tama ki Te Tau Ihu iwi to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and

(f) Department of Conservation will ensure that Ngāti Tama ki Te Tau Ihu are informed of any indigenous species management programmes and will identify opportunities for involvement by Ngāti Tama ki Te Tau Ihu.

1.3 TE KOROWAI MANA CREATED OVER THE HEAPHY TRACK (NORTHERN PORTION)

Clause 5.7.1(c)

1.3: TE KOROWAI MANA CREATED OVER THE HEAPHY TRACK (NORTHERN PORTION)

1. DESCRIPTION OF AREA

1.1 The Heaphy Track (northern portion), as shown on OTS-202-87.

2. PREAMBLE

2.1 Pursuant to section 57 of the draft settlement bill (clause 5.7.1(c) of the deed of settlement) the Crown acknowledges the statement by Ngāti Tama ki Te Tau Ihu of their cultural, spiritual, historic and traditional values relating to the Heaphy Track (northern portion) as set out below.

3. NGATI TAMA KI TE TAU IHU VALUES

3.1 The historical associations of Ngāti Tama ki Te Tau Ihu with the Heaphy Track (northern portion) and environs stem from a number of events dating from the late 1820s.

3.2 The whole region embracing the northwestern districts of Te Tau Ihu came under attack from iwi of Tainui and Taranaki including Ngāti Tama around 1828. Warriors from Ngāti Tama, including Takerei Te Whareaitu, were among those who took part in the invasion and subsequently maintained ahi kā over the conquered districts.

3.3 Te Puoho ki Te Rangi, the tribe's paramount chief who led Ngāti Tama ki Te Tau Ihu in the raupatu of Mōhua (Golden Bay) and West Whanganui and Te Tai Tapu districts, assigned chiefs and warriors to hold the newly-won territories in districts north and west of the Heaphy Track. They were to maintain control until such time as their families and other iwi members could be organised to migrate from North Island pā and kāinga, some from Taranaki itself, to take up permanent residence on the conquered lands of western Te Tau Ihu. The sons of Te Puoho, Hori Te Karamu and Herewini Te Roha and his first cousin Te Rahui (father of Henare Wiremu, Motueka chief), were among those posted to garrison lands in western Te Tau Ihu, along with many other chiefs of Ngāti Tama ki Te Tau Ihu.

3.4 The conquered territories of western Te Tau Ihu extended from the western sea coast south of Onetāhua (Farewell Spit) and eastwards to valleys some miles inland, including those through which the present day Heaphy Track is formed. There were networks of side trails through the landscape, linking those inland valleys to each other and to the coast. Ngāti Tama became familiar with these trails, some of which had been established for centuries, through their own explorations and through the guidance of mokai. The actual line of the Heaphy Track, as laid out today, was but one major route in a complex of trails by which Ngāti Tama ki Te Tau Ihu accessed far southern districts, ventured to the inland lakes, rivers and streams for seasonal harvests of birds and plants and quarried minerals (kokowai, pounamu, flints etc), or accessed the coast for seafoods.

3.5 From these bases in western Te Tau Ihu, Ngāti Tama ki Te Tau Ihu maintained their mana over the territory by the customary activities described and by the traditional practice of whakaarahi - "beating the bounds". By late 1834, successive waves of migration of whanaunga from Whanganui-a-Tara and Heretaunga (Wellington and Hutt today), from the Kapiti Coast and from Taranaki, had relocated significant numbers of Ngāti Tama ki Te Tau Ihu and other Tainui Taranaki tribes in western Te Tau Ihu, thus consolidating their hold over the Te Tau Ihu lands. The complex of trails, including parts or all of the Heaphy Track, continued to serve as access to and from southern districts.

3.6 In the early 1840s Kiriona (Gideon) Ringahuri of Ngāti Rārua, Te Ātiawa and Ngāti Tama ki Te Tau Ihu iwi affiliation, brother of the Aorere chief Tāmati Pirimona Marino, negotiated stringent terms for the carriage by canoe of the surveyors Samuel Stephens and John Barnicoat to their stations in the upper Aorere River, again in the area near the present-day northern end of the Heaphy Track. Both surveyors recorded the firm terms of contract which had to be agreed before Kiriona was prepared to undertake the work. During the several days while they were waiting for the surveyors to complete their work, Gideon's crewmen harvested a large cargo of nikau palm leaves for the thatching of whare at the Aorere Pā at Collingwood.

3.7 Journeys to the West Coast from Collingwood undertaken in 1857 and 1860 by James Mackay Jr. were sometimes accompanied by Mōhua chiefs of Ngāti Tama ki Te Tau Ihu. Their routes sometimes traversed sections of the Heaphy Track. On the 1860 expedition Mackay was escorted by Hori Te Karamu of Ngāti Tama ki Te Tau Ihu, Tāmati Pirimona Marino of Ngāti Tama ki Te Tau Ihu/Ngāti Rārua/Te Atiawa.

3.8 Records indicate that during the gold rush there must have been considerable traffic between Mōhua and Buller, and much of that would have been on foot via the Heaphy Track or the coast. The northern section of the coastal route between Te Tai Tapu and Karamea would have been very dangerous for trampers carrying large loads of supplies and mining gear. It is doubtful if trampers so burdened could traverse the Tauparikaka bluffs south of Kahurangi Point.

4. PROTECTION PRINCIPLES

4.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing, of Ngāti Tama ki Te Tau Ihu values related to the Heaphy Track (northern portion):

(a) protection of wāhi tapu, indigenous flora and fauna and the wider environment of the Heaphy Track (northern portion);

(b) recognition of the Ngāti Tama ki Te Tau Ihu mana, kaitiakitanga and tikanga within the Heaphy Track (northern portion);

(c) respect for Ngāti Tama ki Te Tau Ihu tikanga and kaitiakitanga within the Heaphy Track (northern portion);

(d) encouragement of recognition and respect for the particular association of Ngāti Tama ki Te Tau Ihu with the Heaphy Track (northern portion);

(e) accurate portrayal of the association and kaitiakitanga relationship of Ngāti Tama ki Te Tau Ihu with the Heaphy Track (northern portion); and

(f) respect for and recognition of the relationship of Ngāti Tama ki Te Tau Ihu with the wāhi tapu and wāhi whakahirahira.

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

5.1 Pursuant to clause 5.7.7 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

1.3: TE KOROWAI MANA CREATED OVER THE HEAPHY TRACK (NORTHERN PORTION)

(a) Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires and the public (including local landowners) will be provided with information about the separate and distinct values of Ngāti Tama ki Te Tau Ihu related to the Heaphy Track (northern portion) and will be encouraged to respect Te Ātiawa, Ngāti Tama ki Te Tau Ihu and Ngāti Rārua's separate and distinct association with the Heaphy Track (northern portion);

(b) Ngāti Tama ki Te Tau Ihu will be consulted regarding the provision of all new Department of Conservation public information or educational material related to the Heaphy Track (northern portion);

(c) the separate and distinct association with the Heaphy Track (northern portion) will be accurately portrayed in all new DOC Information and educational material related to the Heaphy Track (northern portion); and

(d) any kōiwi (human remains) or other taonga found or uncovered by the Department of Conservation within the Te Korowai Mana area will be left untouched and Ngāti Tama ki Te Tau Ihu informed as soon as possible to enable the iwi/hapū with a recognised relationship to the kōiwi or taonga to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law.

2. STATEMENTS OF ASSOCIATION

2: STATEMENTS OF ASSOCIATION

The statements of association of Ngāti Tama ki Te Tau Ihu are set out below. These are statements of the particular cultural, spiritual, historical, and traditional association of Ngāti Tama ki Te Tau Ihu with identified areas.

PARAPARA PEAK

Parapara Peak reigns above the western side of Mōhua. It is a wāhi tapu: a sacred maunga of special significance to Ngāti Tama ki Te Tau Ihu whānau through their ancestral and spiritual links to the natural world. The mauri of Parapara Peak maunga embodies the life force that binds the spiritual world with the physical world.

Originally Huriawa, the taniwha of Waikoropupū Springs, was buried on Parapara until she was called forth to guard the waterways and caves of Waikoropupū Springs.

Parapara Peak was important in the lives of Ngāti Tama ki Te Tau Ihu tūpuna and remains central to the lives of whānau in the present. Papakāinga at Pariwhakaoho, Parapara Inlet, Onekaka and Tukurua fall beneath the gaze of the maunga, where generations of whānau have lived, cultivated land, collected resources and harvested food.

Since their occupation of the land below, Ngāti Tama ki Te Tau Ihu whānau have looked up to the peak for indications of changing weather and seasonal patterns. Parapara was also a geographical marker, linking the people to the land. Its significance is recognised in the pepehā of Ngāti Tama ki Te Tau Ihu iwi - "Ko Parapara te maunga ..."

WESTHAVEN (TE TAI TAPU) MARINE RESERVE AND WESTHAVEN (WHANGANUI INLET) WILDLIFE MANAGEMENT RESERVE

The area covered by the Westhaven Marine Reserve and Westhaven Wildlife Reserve is of immense historical, traditional and cultural significance to Ngāti Tama ki Te Tau Ihu. The length of occupation, the abundance of natural resources and the ancient coastal trail to Te Tai Poutini all contribute to its significance.

The occupation sites, which can still be found around Whanganui Inlet today, are one indication of the decades of Māori history entwined with the estuary and associated waterways and lowland forests. Rakopi was a traditional campsite for Ngāti Tama ki Te Tau Ihu tūpuna. Middens, ovens and rock and cave shelters along the Te Tai Tapu coast mark both longer-term habitation sites and the campsites of tūpuna who came to gather resources from Whanganui Inlet for their journey south to Te Tai Poutini. In 1846, Heaphy recorded the well-worn path from Pakawau Pā in Mōhua to the northern end of Whanganui Inlet. A Māori offered to take the party across the Inlet to its southern end in a waka. Once there, a well used path was again followed to take Heaphy through the hills and along limestone cliffs out to the coast at Hapu Stream.

Since the early 1800s, Ngāti Tama ki Te Tau Ihu living in Mōhua and Motueka have made seasonal journeys to Whanganui Inlet / Te Tai Tapu to collect mahinga kai, rongoā and other natural materials. In earlier times whole Māori communities would relocate their villages to harvest resources from this huge and abundant food basket. Everyone had different tasks. Some would go fishing, while others would collect shellfish, snare birds or collect plant materials from around the estuary and associated lowland forests.

Whānau and extended whānau gatherings occurred frequently, depending on seasonal resources available for harvest from land and sea. Each season brought different resources to fruition for harvest. These harvests were an opportunity to renew social and familial ties, but many people were also needed to carry out the jobs associated with the harvest.

Almost every type of *kai Māori no te moana* could be found within this mahinga kai. Whanganui Inlet is home to a huge number shellfish, crabs and other invertebrates. In the mud and sand, tūpuna collected cockles, pipi, tuatua, "booboo", mussels and rock oysters;

from the rivers and streams īnanga, tuna and kōkopu were harvested. Around thirty fish species use the Inlet at some stage in their lives. In the breeding seasons the waters can be seen literally "boiling" with shoaling fish, including snapper/bream, mullet, herrings, flounder and sole, sharks, kahawai, southern mackerel, conger eels, blind eels and warehou.

The estuary also provides food and shelter for an array of wading birds including the godwit, oystercatcher and the banded rail. Saltmarsh communities fringe the shoreline and eelgrass beds dominate the tidal flats. Dunes, cliffs, islands and underwater reefs contribute to the huge range of habitats and species found within Whanganui Inlet. Much of the inlet is still bordered by coastal forest including pukatea, rata, kahikatea, beech, rimu and nikau palm.

Land based resources were also gathered harvested or quarried on traditional whānau trips. Plants for weaving, such as aka (supplejack) were harvested for crayfish pots, hinaki for eeling and for other weavings. The swamps provided thousands of hectares of tough harakeke for whariki (mats), especially at Rakopi and near Mangarakau. Kiekie fruits were a delicacy, as were hinau berries and other fruit trees. Long straight stands of hinau and lance-wood provided exceptionally strong shafts for fishing spears, spars and poles.

The cultural identity of Ngāti Tama ki Te Tau Ihu is intertwined with Whanganui Inlet. Numerous wāhi tapu are associated with the area, and the maintenance of associated customs and traditions is paramount to iwi wellbeing.

LAKE ROTOITI AND LAKE ROTOROA, NELSON LAKES NATIONAL PARK

The origins of Lake Rotoiti and Rotoroa are linked to the tradition of Rakaihautu of the Uruao canoe, which arrived in the South Island from Hawaiki around AD 850. After his arrival at Nelson Haven, Rakaihautu set out overland to explore the South Island. Inland from Whakatū he used his magic ko *Tū Whakaroria* to dig three trenches and fill them with water. These became Lakes Rotoiti, Rotoroa and Rangatahi (now known as Lake Tennyson).

The inland routes via Lakes Rotoiti and Rotoroa were historically important trails to and from Te Tai Poutini. The routes into the hinterlands formed the basis for both economic and social relationships of iwi living in Te Tau Ihu. Waka were used to negotiate the waterways and cross the lakes. Traditional tauranga waka (landing sites) on the associated rivers and around Lake Rotoiti and Rotoroa are therefore plentiful.

Lake Rotoiti provided a plentiful supply of food and other resources needed to replenish supplies. Freshwater mussels were a highly valued mahinga kai collected from both Rotoiti and Rotoroa. Tuna, whio, and other birds such as kōkako, weka and bush wren were also abundant.

From Rotoiti, the route followed the Kawatiri (Buller) River for some distance across flat country, before following the Porika upstream, over a low range of hills to Lake Rotoroa. Cultivation of "fern gardens" on the western slopes of Rotoroa indicates that the lake was of considerable importance. It was used as a campsite for parties crossing the hinterland to and from resource gathering areas and mahinga kai throughout the northern and western South Island.

Lakes Rotoiti and Rotoroa were an integral part of the seasonal traditions of the manawhenua iwi. They were used as food baskets to replenish supplies on journeys, but also as seasonal or semi-permanent camps, as observed by Heaphy at the Porika in 1846. The mobile lifestyle of the tūpuna led to their exploration of these inland areas. Knowledge of river routes, landing places and walking trails was essential to gain access to the lakes.

WHAREPAPA / ARTHUR RANGE

Wharepapa dominates the skyline of Tasman Bay. It has cast its influence over the iwi living in the rohe for hundreds of years. For Ngāti Tama ki Te Tau Ihu, this maunga is a taonga. Wharepapa is a sacred ancestor, providing a historical and spiritual link to the natural world.

Wharepapa has a mauri of its own and this life force binds the spiritual world with the physical world. All elements of the natural world have a life force and it is this life force that connects the people with this sacred maunga. Mauri is therefore the basis of the spiritual relationship of Ngāti Tama ki Te Tau Ihu with Wharepapa.

Wharepapa is a natural reservoir for high quality fresh water. The water that flows from Wharepapa as the snow melts is sacred. Water is an essential element of life, a taonga that is considered to transcend life itself. Wai is necessary to ensure the physical and spiritual survival of all things. It also represents the lifeblood of Papatūānuku and the tears of Ranginui. Ngā awa carry this lifeblood from Wharepapa to the sea.

The relationship Ngāti Tama ki Te Tau Ihu has with this sacred ancestor provides whānau with a "sense of place" and belonging to the rohe. Wharepapa was also a boundary marker for the iwi of Motueka. When speaking in a formal setting, it is still customary practice for Ngāti Tama ki Te Tau Ihu to recite the relationship that connects them to the natural world to identify where they come from. The significance of Wharepapa to Ngāti Tama ki Te Tau Ihu is illustrated in their pepehā: "*Ko Wharepapa te maunga....*". Wharepapa is also recognised through the oral tradition of waiata.

PUKEONE / MOUNT CAMPBELL

Pukeone has been a part of the lives of Ngāti Tama ki Te Tau Ihu since their arrival in Tasman Bay. A sacred ancestor, Pukeone provides Ngāti Tama ki Te Tau Ihu with an historical and spiritual link to the natural world. It has a life-force or mauri of its own. This life force binds the spiritual world with the physical world and connects this maunga to the people of the land. Ngāti Tama ki Te Tau Ihu iwi are connected to Pukeone through this life force.

Traditionally, Pukeone was used as a boundary marker for Motueka iwi. It was also a strategic landmark from which iwi would signal to each other across the rohe. The fires burning on top of Pukeone could be seen as far as Wakapuaka. Before European colonisation, the signalling related mostly to war or the threat of war. But later, fires signalled other important events such as hui at marae across the rohe. The remnants of these huge fires can still be found on top of Pukeone in the form of charcoal remains.

Pukeone provides Ngāti Tama ki Te Tau Ihu with a sense of belonging to the rohe. This maunga is central to the lives of whānau living in the Tasman Bay.

ROTOKURA / CABLE BAY

Cable Bay is part of Ngāti Tama ki Te Tau Ihu heartland. The traditions associated with Cable Bay go back to the paramount chief Te Puoho ki Te Rangi. Ngāti Tama ki Te Tau Ihu have continuously maintained the role of kaitiaki over this rohe since pre-1840.

The land derives its importance from its proximity to Rotokura, Te Puoho ki Te Rangi's pā. Rotokura was Te Puoho's main base, prior to his departure to Southland, where he was killed in 1846.

Ngāti Tama ki Te Tau Ihu traditions link the spiritual and cultural wellbeing of Te Puoho and his people with Wakapuaka, including Cable Bay and associated resources. Ancestral papakāinga can be found throughout the area. These wāhi tapu illustrate the range of kai collected and the traditions applied in the gathering of resources. Indicators of resource gathering include bait hooks made from the upper leg bones of moa, fishing lures from bone and a variety of stone.

RIVERS

The awa with which Ngāti Tama ki Te Tau Ihu are associated are taonga. They are the ribs of the tūpuna, which plunge from the maunga down to the sea, creating wetlands and swamps on their way. Ngā awa carry the lifeblood of Papatūānuku and the tears of Ranginui. The wai flowing through these rivers symbolises the spiritual link between the past and present. Each awa has a mauri and wairua of its own.

For Ngāti Tama ki Te Tau Ihu, ngā awa are a source of wai. Wai is considered to transcend life itself, as it sustains the physical and spiritual survival of all things. Ngā awa support many life forms which are an integral part of these rivers and can therefore not be separated from them.

Traditionally, awa provided a wealth of resources to sustain tūpuna. Ngāti Tama ki Te Tau Ihu view all natural resources as being gifts from ngā atua kaitiaki (spiritual guardians). Tangaroa is the spiritual guardian of ngā awa and Tane Mahuta of the forests, trees and birds. These guardians were central to the lives of tūpuna and remain significant to present day whānau. The following paragraphs focus on the relationship Ngāti Tama ki Te Tau Ihu has maintained with the Maitai, Waimea, Motueka, Tākaka, Aorere, Anatori and Paturau rivers since their arrival in Te Tau Ihu. This includes a description of some of the resources which have sustained ngā iwi for generations.

Tuna

Pūrākau of Te Tau Ihu o te waka a Maui tell of the origins of tuna. Māui killed a taniwha called Tuna. Māui enticed Tuna across nine skids and repeated a karakia as Tuna crossed each skid. When Tuna reached the ninth skid, Māui killed him. This story is similar to other Te Waka-a-Maui iwi who believe that Tuna's head became the tuna (river eel) and his body, Koiro (conger eel).

Tuna are taonga, a species which has been central to the lives of Ngāti Tama ki Te Tau Ihu for generations. The places where tūpuna harvested eels were important tribal areas. Gathering and processing tuna was a customary practice that strengthened the kinship of iwi and whānau. Customary management practices followed the lifecycle of the tuna, and harvesting was regulated according to the seasons.

Mahinga Harakeke

Mahinga harakeke supplied tūpuna with raw products, such as building materials, rongoā and weaving materials. The two main industries associated with Whakatū- pakohe and fishing - utilised large quantities of flax. Pakohe was carried out of the Maitai River catchment using flax kete and harakeke fibre was used to catch fish in the rivers and adjacent estuary areas.

The harekeke wetland areas and associated lowland forests provided an important habitat for nesting birds and fish species. A large number of freshwater fish species were harvested including kōkopu, paraki (smelt), īnanga, korokoro (lamprey) tuna and kōaro.

Ngahere

Traditionally, papakāinga in the river valley were surrounded by an abundant source of timber. The river flats were heavily forested with tōtara and rimu, along with lush dense stands of other native timbers. The fruits of the trees were a source of food. A vast range of edible resources were harvested from the forests including karaka berries, ngaio, kawakawa, rimu, matai, supplejack, hinau, miro and tōtara, as well as the young leaves, hearts and shoots of the nikau palm. Rata blossom honey, the fruit of kie kie, the trunk pith and frond stems of mamaku (black tree fern) were all gathered by tūpuna.

Manu

In pre-European times, the birdlife associated with ngā awa was plentiful. Kererū, kākāpō, tui, korimako, weka, kaka and kiwi were found in the forests that hugged the river valleys. Pūkeko and ducks were harvested in the wetland areas. The blue duck or whio was common on the faster flowing waters. Ngā manu were not only important as a source of food, but the feathers were used for cloaks and decorating garments.

Mātauranga

Mātauranga associated with the collection of resources from ngā awa was central to the lives of tūpuna and remains a significant part of the cultural identity of whānau today. This mātauranga is essential for maintaining customary practices - the tikanga and kawa associated with gathering and utilising resources. Examples include the collection of plants for medicinal purposes (rongoā), harvesting of different species according to the seasons or tohu (signs); and the collection of plants for dying and weaving kete. Mātauranga Māori is intertwined with ngā awa and the many resources associated with their waters.

The Maitai and Waimea Rivers are immersed in Māori history. There are numerous wāhi tapu associated with these abundant food baskets, linking present day manawhenua physically and emotionally with their tūpuna. The cultural identity of Ngāti Tama ki Te Tau Ihu is intertwined with these awa.

MAITAI RIVER AND ITS TRIBUTARIES

The Maitai River was originally known as "*Mahitahi*", which is thought to relate to tūpuna working as one with the pakohe to produce tools. Maitai means '*hard*', or '*excellent*' in Māori. Traditionally, the Maitai River was rich in mahinga kai, rongoā, weaving and building materials. The natural resources gathered in the catchment attracted Ngāti Tama ki Te Tau Ihu tūpuna from across the rohe, including Wakapuaka. Whānau would camp and harvest the plentiful supply of resources found in the estuary, the channels and wetlands at the mouth of the Maitai. Ngāti Tama ki Te Tau Ihu cultivation sites supporting tūpuna fishing operations were located along the banks of the Maitai River.

The Maitai River and its tributaries provided tūpuna with a natural pathway or ara through the rohe. The main route to Wakapuaka and to Marlborough was via the Maitai Valley. The Wakapuaka Ara followed the Maitai upstream as far as the Waitarake (Sharlands and Packers Creeks), before joining the route over to the Lud and Teal Valleys. The Marlborough Ara followed the Waitarake, before dropping over a small hill to rejoin the Maitai. After passing a camping area at Mill Creek, the Ara ascended Maungatapu on the Dun Mountain side.

WAIMEA RIVER, WAIROA RIVER, AND WAI-ITI RIVER AND THEIR TRIBUTARIES

The fertile plains of the Waimea have a long and rich Māori history reaching back to the earliest tribes known to have lived in the South Island. The name Waimea was originally "*Waimeha*", which means brackish or insipid water. This name relates to the nature of the river as it passes swamp and mudflats on its way to sea.

The significance of the Waimea River relates to the awa itself but also to the entire catchment from the waters flowing from the mountains (Gordon Range, Eastern slopes of the Kahukura (Richmond Ranges) and Bryant Ranges and the Dun mountain) through the flood plains to coastal waters and out to sea.

The Waimea River and associated catchment features in a large number of accounts relating to the period known as the Great Migration from Hawaiki to New Zealand - the period that is thought to have spanned the 13th and 14th centuries. Rakaihautu, an early explorer from Hawaiki, made landfall at Nelson Haven. From this landing place, he set off to discover the local landscape by way of the Waimea Plains.

There is evidence of hundreds of years of Māori cultivation on the plains. On the western side between Eve's Valley and the mouth of the Waimea, the fertility of the soils has been enhanced by vegetable matter, charcoal, sand and fine gravel. Some of these organic materials date back to the 14th century. The archaeological evidence of this early occupation from sites near Appleby and Waimea West includes implements and personal ornaments that have similarities with Eastern Polynesian designs.

The Waimea was the gateway to the trading route between Whakatū (Nelson) and Te Tai Poutini (West Coast). Goods were often exchanged between the Waimea / Whakatū iwi and Te Tai Poutini tribes. The Waimea iwi offered kumara, dried snapper and argillite tools, which were valuable taonga not obtainable on the Coast.

The harakeke wetlands on the fringe of the Waimea estuary extended up the Valley towards Brightwater. This extensive area contained pockets of wooded areas: kahikatea and pukatea in the wetter sites, and tōtara, matai and rimu on drier sites.

The mouth of the Waimea River provided Ngāti Tama ki Te Tau Ihu tūpuna with a plentiful supply of harakeke, four varieties of which could be found. The fine, long-fibred variety was suitable for net making. A coarser long-fibred type was suitable for ropes and cords, an intermediate type for kete, and a finer short-fibre variety for more delicate work, such as kākahu (cloaks) and taniko (borders and other decorative work).

MOTUEKA RIVER AND ITS TRIBUTARIES

Traditionally, the Motueka River was the source of life. The water channels, swamps and wooded areas associated with the river were habitats supporting a huge food basket. Oral traditions identify the Motueka River and flood plain as an extensive and bountiful mahinga kai from which to gather a huge variety of natural resources. Floods would replenish and fertilise the catchment, enabling iwi to cultivate food.

Modified soils, argillite adzes, drill points, whalebone patu and pounamu pendants convey the kind of association iwi had with the Motueka River catchment and surrounding lands. Wāhi tapu sites found in the Motueka River catchment include the area from the Motueka Wharf to Thorpe St, which was once an extensive garden, the raised sand dunes providing natural shelter for the crops. From Staples Street north to the mouth of the Motueka River

was an area tūpuna used to gather pingao for weaving. Established gardens were associated with blocks on higher ground.

Traditionally, the Motueka River and its tributaries were full of tuna, kōkopu and īnanga.

The Motueka headwaters can be linked to the legend of Ngahue and Poutini. This pūrākau is significant as it illustrates that from the very earliest times, tribes from all over the country knew of the precious resources to be found in Te Tau Ihu. Ngahue was the atua (guardian) of pounamu (greenstone). He and his taniwha Poutini (a giant sea monster) were the guardians of this taonga. A dispute between Ngahue and his adversary Hine-tu-ahoanga entangled their taniwha. Poutini was driven out of Hawaiki by Whatipu (Hine-tu-ahoanga's taniwha) and pursued to different places around New Zealand. One place Poutini found temporary refuge was at the eastern headwaters of the Motueka River.

In the upper Motueka River Valley, clusters of argillite working areas and source sites indicate the importance of this stone to tūpuna. Buried boulders, hammer stones and adzes found in the river valley illustrate the traditional stone working techniques.

The Motueka River Valley provided a natural inland pathway or Ara to reach Te Tai Poutini. This pathway was a traditional greenstone trail, used by tūpuna in search of this valuable taonga and other items for trade. The route followed the Motueka River Valley before connecting with the Wairau and Waimea / Wai-iti routes, ahead of Lakes Rotoiti and Rotoroa. Waka were used to negotiate the waterways. The Motueka River has many traditional tauranga waka (landing sites) and camp sites, which were used for fishing along its banks.

TĀKAKA RIVER AND ITS TRIBUTARIES

The relationship Ngāti Tama ki Te Tau Ihu has with the Tākaka River catchment is a significant one, as it encompasses both the spiritual and physical realms. The spiritual realm is reflected in the legend told about Huriawa.

Huriawa is a tūpuna and kaitiaki taniwha (guardian) who works her way through the lands of Mōhua. Mōhua is the domain of Hine Tu Ahoanga (the Sandstone Lady). There are large areas all over the region showing her handiwork. The rock formations, the tunnels and the caves were all places that acted as shelter for the living and those who had passed on. Huriawa travels in the waters that flow through the domains of this Lady of the Stone. Through whakapapa, she has connections between Mōhua, the northern areas of the North Island and Te Wai Pounamu. Huriawa is the caretaker taniwha of the sacred carved prow piece of the waka "Uruao" that was ceremoniously invested in the mouth of the Waitapu River, the river that was once called Ngā Waitapu o Uruao (the sacred waters of the Uruao).

Huriawa travels through the northern lands to clear all the waterways from the effects of storms. She tosses fallen trees and tangled vegetation out of the rivers to free the flow. With the help of her children, she guards the top of the waka (canoe). When the rains come, Huriawa dives deep into the land and sea. It is she who churns up the waters when fresh water is found rising through the sea, far from shore. The waters in the Tākaka River catchment where Huriawa resides are sacred - these waters are used for ceremonies, offerings, blessings and for healing purposes.

The Waitapu River was originally a tributary of the Tākaka River. The confluence of these two rivers was subject to strong tidal flows. From the 1860s and onwards, modifications and extensions to the Waitapu Wharf separated the Waitapu River from the Takaka River. However, Ngāti Tama ki Te Tau Ihu whānau continue to recognise the history here and how the waters of these two awa connected.

The physical relationship Ngāti Tama ki Te Tau Ihu has with the Tākaka River relates to the protection and use of numerous resources associated with this taonga. Descendants of Ngāti Tama ki Te Tau Ihu chiefs have maintained ahi kā roa in Mōhua since the early 1800s.

Traditionally, there were kāinga throughout the catchment, and the land and the river with all its resources were integral to the wellbeing of tūpuna. Te Meihana Te Ao, a Ngāti Tama ki Te Tau Ihu chief from Tākaka, and his whānau cultivated the lower reaches of the Tākaka River. On the east of the Tākaka River Mouth is an area once known as Patoto Island. This was another kāinga and mahinga kai of Te Meihana.

The natural outlet of the Tākaka River, Rangihaeata, was traditionally known as Rangi-ata. A place of great spiritual significance to Ngāti Tama ki Te Tau Ihu, Rangihaeata was cited in an old mōteatea (lament) composed by Te Meihana. The words relate to the significance of the Tākaka River mouth and tell of the grieving of Te Meihana over the loss of his loved one. Although the river now flows through the urupā where the Meihana whānau are buried, a grave is still visible on the Rangihaeata side.

Ngāti Tama ki Te Tau Ihu have continuously maintained the role of kaitiaki over this awa since pre-1840.

AORERE RIVER AND ITS TRIBUTARIES

Aorere, which can be translated as the place of the flying or moving clouds, was the name of the place at the mouth of the Aorere River and encompassed the hinterland areas along the river. At the mouth of the Aorere River, the tip of the promontory, now called Collingwood, was the site of the Aorere pā. This was home to Tāmati Pirimona Marino of Ngāti Tama ki Te Tau Ihu descent. Marino exercised manaakitanga during the gold rushes, providing all who came to the diggings with food and entertainment, although he eventually had to limit his hospitality to Māori miners. As well as providing a base for surveyors and other travellers, Aorere Pā supplied river transport.

The Aorere goldfields were extensive. Auriferous gravels were found in many tributary rivers, streams, valleys and gullies, from the Aorere river mouth at Collingwood to the headwaters and ranges, more than sixty kilometres inland. Tūpuna used river waka to reach inland sites.

Strict tikanga was followed at the Goldfield sites. Traditional Māori principles of manaakitanga were practised by tūpuna to welcome, with appropriate ceremony and hospitality, all extended whānau and guests.

The Aorere River Valley also provided a natural inland pathway or ara to reach Te Tai Poutini. This pathway was an important greenstone trail, used by tūpuna in search of this valuable taonga and item of trade. The route followed the Aorere River before meeting the head of the Heaphy River and emerging just north of Karamea on the West Coast.

PATURAU RIVER AND ANATORI RIVER AND THEIR TRIBUTARIES

The Paturau and Anatori rivers are of immense traditional, historical and cultural significance to Ngāti Tama ki Te Tau Ihu. The rivers flow within Te Tai Tapu, an area of great significance to Ngāti Tama ki Te Tau Ihu. The length of occupation, the abundance of natural resources and the prehistoric coastal trail to Te Tai Poutini, along which they are situated, all contribute to the rivers' importance.

The settlements in Te Tai Tapu, such as those at the mouth of the Paturau and Anatori Rivers were crucial to the conquest of Te Tai Poutini. On the trail south to Te Tai Poutini, these awa provided important bases for tūpuna to harvest resources and stock up with food for their journey.

The name Paturau can be translated as "the place to lie in a long heap" or where a mat of leaves was made. In earlier times there was a large settlement at the mouth of the Paturau River. Associated with this settlement were cultivation areas, mahinga kai urupā and the largest pā south of Whanganui Inlet. A number of Ngāti Tama ki Te Tau Ihu whānau had cultivations at the mouth of the Paturau River, prior to the mass departure of iwi from the Te Tai Tapu coast for long-term residency at Mōhua. Although there is little archaeological information on the kāinga and pā at Paturau, oral traditions tell of numerous habitation sites and areas of significant resource use, and this awa remains a taonga of great importance to Ngāti Tama ki Te Tau Ihu whānau today.

The Anatori River mouth was another locality where generations of tūpuna lived, camped and harvested resources on the Tai Tapu coast. The river was at the centre of extensive alluvial gold mining in the 1860s and Māori owners issued licences to mine in the river.

Since the early 1800s, Ngāti Tama ki Te Tau Ihu whānau living in Mōhua and Motueka have made seasonal journeys to Te Tai Tapu to collect mahinga kai, rongoā and other natural materials. In earlier times, whole communities or contingents of Māori would relocate their villages to harvest resources from this huge and abundant food basket. Everyone had different tasks. Some would go fishing, while others would collect shellfish, snare birds or collect plant materials from around the river mouth, estuary areas and associated lowland forests, which hugged the rivers from the coast inland.

The campsites of tūpuna who travelled north and south between Whanganui Inlet and other find spots were located adjacent to these awa and along the coastline of Te Tai Tapu. In addition to these kāinga, pā sites were plentiful. This provides an indication of the significance of these rivers and of this coastline to tūpuna.

The wāhi tapu and mahinga kai associated with the Anatori and Paturau Rivers link present day Ngāti Tama ki Te Tau Ihu physically and emotionally with their tūpuna. The maintenance of the customs and traditions associated with these awa is therefore paramount to the wellbeing of Ngāti Tama ki Te Tau Ihu.

WEST OF SEPARATION POINT / TE MATAU

Te Matau (Separation Point) is a strategic landform, a physical marker that is steeped in ancestral history. In the 1800's Ngāti Tama ki Te Tau Ihu war party and allies left Motueka, rounded Te Matau and entered Golden Bay (Taitapu). The participation of Ngāti Tama ki Te Tau Ihu in the conquest around Te Matau and subsequent settlement cemented our rights and rangatiratanga.

Te Matau is an important marker and it defines the various takiwā within the Ngāti Tama ki Te Tau Ihu rohe. Te Matau lies northwest of Nelson on the northern coast of the South Island, and separates Tasman Bay from Golden Bay. Wakapuaka, Whakatū, Waimea, Motueka, Mōhua, Te Tai Tapu these have been broken into two areas - Wakapuaka to Te Matau, to Te Tai Tapu and the West Coast. Ngāti Tama ki Te Tau Ihu had rights in all of these regions at 1840 through raupatu and settlement. Today the Mōhua whānau and Motueka/Wakatū whānau use Te Matau as their takiwā indicator.

Ngāti Tama ki Te Tau Ihu have shared rights with our allies to lands in the bays around Separation Point. Our occupation of these sites and the abundance of natural resources all

contribute to its significance. Ngāti Tama ki Te Tau Ihu occupation sites can still be found around Te Matau today, and are an indication of the decades of Māori traditional and cultural history with these waterways and lowland forests.

Te Matau has a mauri of its own. This life force binds the spiritual world with the physical world. All elements of the natural world have a life force and it is this life force that connects the people with this maunga. Mauri is therefore the basis of the spiritual relationship of Ngāti Tama ki Te Tau Ihu with Te Matau.

The area had abundant moss animals, or lace corals, which were thought to provide habitat for juvenile finfish such as snapper or terakihi. Fur seals were, and still are, found along the coast, particularly on granite headlands. Traditionally at Separation Point, the nearby beach provided a plentiful number of seals for harvest and a number of small caves sheltered tūpuna as they cleaned and sewed up sealskins. Blue penguins (kororā) feed at sea during the day and return to burrows at night. Bellbirds, fantails and kererū (wood pigeons) feed on the berries and were an important resource for Ngāti Tama ki Te Tau Ihu.

Ngāti Tama ki Te Tau Ihu whānau and extended whānau gatherings occurred frequently, depending on seasonal resources available for harvest from land and sea. Each season of the year brought different resources to fruition for harvest. These harvests were an opportunity to renew social and familial ties, but many people were also needed to carry out the jobs associated with the harvest.

The traditions associated with the area and its resources have been integral to the expression of kaitiakitanga. The mātauranga and wāhi tapu associated with Te Matau are taonga Ngāti Tama ki Te Tau Ihu wish to protect for future generations.

The relationship of Ngāti Tama ki Te Tau Ihu with Te Matau is as important to present day whānau as it was to our tūpuna.

TE HOIERE / PELORUS RIVER AND ITS TRIBUTARIES

The Pelorus is an important and sacred awa for Ngāti Tama ki Te Tau Ihu. Te Hoiere, at the mouth of the Pelorus River, was where the Northern Allies from Kapiti landed. This taua included a number of Ngāti Tama ki Te Tau Ihu chiefs. The attack on Pelorus began in the Sounds and ended with a war party pursuing up the Pelorus River.

Since their arrival in Te Tau Ihu, Ngāti Tama ki Te Tau Ihu has harvested resources from the Pelorus River catchment. Ngāti Tama ki Te Tau Ihu view all natural resources as being gifts from ngā atua kaitiaki (spiritual guardians). Tangaroa is the spiritual guardian of ngā awa and Tane Mahuta of the forests, trees and birds.

Traditionally, the Pelorus was well stocked with tuna, which formed a part of the customary diet of tūpuna. Mahinga harakeke associated with the Pelorus provided raw products, such as building materials, rongoā and weaving materials. The harakeke wetland areas and forests provided an important habitat for nesting birds and fish species. A large number of freshwater fish species were harvested including kōkopu, paraki (smelt), īnanga, korokoro (lamprey), tuna and kōaro.

Ngāti Tama ki Te Tau Ihu has maintained customary practices associated with the Pelorus River for many generations. The taonga, wāhi tapu and customary practices associated with this awa were integral to the spiritual and cultural wellbeing of Ngāti Tama ki Te Tau Ihu iwi.

WHANGAMOA RIVER AND ITS TRIBUTARIES

The Whangamoa River is an important and sacred awa for Ngāti Tama ki Te Tau Ihu. Almost the full length of the Whangamoa River, from its tributary sources in the hills near the

summit of the Whangamoa Saddle to the sea at Kokorua Inlet, forms the south-eastern boundary of the Wakapuaka Block.

Since their arrival in Te Tau Ihu, Ngāti Tama ki Te Tau Ihu have harvested resources from the Whangamoa River and its surrounds. Ngāti Tama ki Te Tau Ihu view all natural resources as gifts from ngā atua kaitiaki (spiritual guardians). Tangaroa is the spiritual guardian of ngā awa and Tane Mahuta of the forests, trees and birds.

Traditionally, the Whangamoa River was well stocked with tuna, which formed a part of the customary diet of tūpuna. Mahinga harakeke associated with the Whangamoa provided raw products, such as building, rongoā and weaving materials.

The Whangamoa River remains important for the exercise of customary traditional practices enjoyed by Ngāti Tama ki Te Tau Ihu whānau whanui and others of Māori and European descent. In season, tuna and īnanga are taken from its waters. Harakeke and toitoi still grow in profusion in some areas adjoining the river, and introduced watercress is harvested from several of its tributary streams.

Ngāti Tama ki Te Tau Ihu has maintained customary practices associated with the Whangamoa River for many generations. The taonga, wāhi tapu and customary practices associated with this awa were and continue to be integral to the spiritual and cultural wellbeing of Ngāti Tama ki Te Tau Ihu iwi.

KAKA POINT / KAITERITERI SCENIC RESERVE

Kaka Point and the surrounding area is pivotal to Ngāti Tama ki Te Tau Ihu. Kaka Point is a wāhi tapu, and of special significance to Ngāti Tama ki Te Tau Ihu whānau through their ancestral and spiritual links to the natural world. The mauri of Kaka Point embodies the life force that binds the spiritual world with the physical world.

Kaka Point was important in the lives of Ngāti Tama ki Te Tau Ihu tūpuna and remains central to the lives of whānau in the present. Kaka Point extends its influence onto various papakāinga at Kaiteriteri across to Riuwaka, Motueka, and Separation Point. Beneath Kaka Pā, generations of whānau have lived, cultivated land, collected resources and harvested food.

Kaiteriteri's attractiveness was sufficient for a defended pā to be built on Kaka Point. A series of ditches were constructed across the narrow area between the point and the rest of the mainland. On the point itself were terraces for house sites and pits for food storage. The steep cliffs provided strong natural defences and are protected on the inland side by a deep ditch. The area around Kaka Point is highly erodible weathered Separation Point granite.

Kaka Point is one of several recorded pā sites on the coast between the mouth of the Riuwaka River and Otuwhero Inlet, and the largest recorded pā in the Motueka area. The sites along the foreshore are believed to be mainly associated with cooking and food preparation, however, other activities were also occurring in the area indicated by argillite flakes and chisels being found.

The mauri of Kaka Pā represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāti Tama ki Te Tau Ihu with the area.

Kaka Point is an important natural resource that Ngāti Tama ki Te Tau Ihu identifies and protects as a taonga (treasure) for current and future generations. The use of natural resources is governed and regulated through cultural lore and traditions of tapu, rāhui and noa (sanction).

Ngāti Tama ki Te Tau Ihu tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Kaiteriteri, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāti Tama ki Te Tau Ihu today.

Ngāti Tama ki Te Tau Ihu traditionally exercised mana in this area and continue to do so today. Ngāti Tama ki Te Tau Ihu strongly associate to Kaiteriteri and it is often referred to in whaikōrero by kaumātua and other iwi members.

Ngāti Tama ki Te Tau Ihu is tangata whenua at Kaiteriteri and this area is highly significant to Ngāti Tama ki Te Tau Ihu as iwi, hapū and whānau. Ngāti Tama ki Te Tau Ihu has mana, whakapapa associations and history at Kaiteriteri, and we have tikanga and kawa which involve tapu and noa in this area. Ngāti Tama ki Te Tau Ihu mana, take tūpuna and our intense relationship with Kaiteriteri incorporates our cultural values.

MAUNGATAPU

Maungatapu reigns above the eastern side of Tasman Bay. As the name suggests, Maungatapu is a sacred mountain, a wāhi tapu of great significance to Ngāti Tama ki Te Tau Ihu. Through our ancestral and spiritual links to the natural world, Ngāti Tama ki Te Tau Ihu is connected with the mauri of Maungatapu, the life force that binds the spiritual world with the physical world.

Maungatapu has been important to the identity and lives of Ngāti Tama ki Te Tau Ihu for generations. Beneath the gaze of this maunga Ngāti Tama ki Te Tau Ihu cultivated land, collected resources and harvested food. Traditionally, Maungatapu was rich in manu, rongoā and tuna. Iwi used these resources to sustain their wellbeing.

Maungatapu is part of a network of trails which were used in order to ensure the safest journey. The network incorporated locations that were identified for activities including camping overnight and gathering kai. The traditional mobile lifestyle of the people led to their dependence on the resources of the land.

Maungatapu is a well known tool-manufactory or quarry. On the spur, about a mile from the Forks, the track passes over a small hummock, beyond which there lies a curious hollow in the ridge. This basin encloses a shallow pool of water surrounded by a belt of rushes, from which the place takes its modern name – the Rush Pool.

The mauri of Maungatapu represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāti Tama ki Te Tau Ihu with the area.

2.1 STATEMENT OF COASTAL VALUES

Clause 5.14

2: STATEMENT OF COASTAL VALUES

The association of Ngāti Tama ki Te Tau Ihu with the coastal marine area is an integral part of their rohe in Te Tau Ihu.

Ngāti Tama ki Te Tau Ihu used the seaways to move their people quickly and efficiently throughout Te Tau Ihu, and later to transport produce from Mohua and Motueka to Whakatū for sale to the newly arrived pakeha settlers.

Ngāti Tama ki Te Tau Ihu tūpuna has mana, whakapapa associations and history associated with the coastal pounamu trails (Heaphy Track), through which pounamu, argillite and other taonga were transported.

Areas of particular cultural significance include Onetāhua (Farewell Spit) and its surrounds, Puponga, Te Tai Tapu, Pakawau, Parapara, Motupipi, Wainui, Tasman Bay, Kaiteriteri, Whakatū, Waimea and Wakapuaka.

Ngāti Tama ki Te Tau Ihu occupied pā, kāinga and fishing stations throughout Mōhua (Golden Bay), Tasman Bay and Whakatū, sometimes sharing these with whanaunga from Ngāti Rārua and Te Ātiawa.

Coastal fisheries and other resources were guarded and maintained by hapū of Ngāti Tama ki Te Tau Ihu, who continue to exercise a kaitiaki role to the present day.

Ngāti Tama ki Te Tau Ihu have maintained ahi kā roa in these areas, and so maintain very strong and unbroken traditional, historical, cultural and spiritual associations with the long coastline and the rich eco-systems of Te Tau Ihu. These associations remain today and are central to the identity, mana and mauri of the iwi.

Estuarine areas at Paturau, within Onetāhua, Moutere and Wakapuaka were especially prized sources of kaimoana.

Onetāhua is an especially significant wāhi tapu as Ngāti Tama ki Te Tau Ihu believe the spirits of their deceased tūpuna travel along the spit on their spiritual journey to Hawaiki. Te Tai Tapu was named for the journey of Ngāti Tama ki Te Tau Ihu tūpuna as they headed towards Onetāhua.

There were pā located at Pūponga as this area was an important shark fishery, and Parapara Inlet contained pā, kāinga and fishing stations.

Throughout the coastline of Mōhua, Tasman Bay and Wakapuaka the pā, kāinga and urupā of Ngāti Tama ki Te Tau Ihu are recognised and where possible, have been maintained and continue to be maintained by the Iwi.

Whakatū and its environs contained many important fishing stations and tauranga waka, of which Mātangi Āwhio was one of the most important. Mātangi Āwhio consisted of a large pā and kāinga overlooking a beach where waka could be safely landed. The huge racks used for the repair of nets and drying fish were a notable feature of this rohe.

Wakapuaka and its surrounds were fished and protected by Ngāti Tama ki Te Tau Ihu whānau, who maintain ahi kā roa until the present day.

The tohu (logo) of Ngāti Tama ki Te Tau Ihu represents the coastline of the rohe the iwi considers to be its own, and can be clearly identified by the shape of Onetāhua.

2: STATEMENT OF COASTAL VALUES

Ngāti Tama ki Te Tau Ihu has maintained its mana, whakapapa connections and historical associations with all of these rohe. The iwi has tikanga and kawa, which involve tapu and noa, in relation to these rohe, and continues to maintain responsibilities and obligations to these areas and their cultural, spiritual, historic and traditional values.

2.2 STATEMENT OF VALUES: TE TAI TAPU

2.2: STATEMENT OF VALUES: TE TAI TAPU

Te Tai Tapu is of immense importance to Ngāti Tama ki Te Tau Ihu. This has been the position since the iwi arrived in the area in 1828-1832. Ngāti Tama ki Te Tau Ihu whānau have occupied and cultivated areas of Te Tai Tapu and harvested its natural resources since those earliest days.

Te Tai Tapu was specifically excluded from the Crown's Te Waipounamu sale in 1855. The rights of Ngāti Tama ki Te Tau Ihu to two areas (Paturau and Te Wahi Ngaki) were acknowledged at a hui facilitated by James Mackay Jr in 1863 and recorded in a Deed of Agreement.

Within the general area from Onetāhua to Kahurangi Point, a number of places are of particular historical and cultural significance to Ngāti Tama ki Te Tau Ihu. Two major sites are Te Reinga and Otuihe.

Te Reinga (Pillar Point), which bears the same name as Te Reinga of the far north, serves the same traditional role as does that northern wāhi tapu. Te Reinga is the departing place of the spirits of the dead as they begin their final journey back to Hawaikinui, Hawaikiroa, Hawaikipamamao.

The hillside above Lake Otuihe is another wāhi tapu. During the 1980s kōiwi and taonga were found there, being the skeletal remains of an important ancestor "clasping" a fine pounamu mere and clothed in an elegant korowai. The identity of this tūpāpaku has not been determined but the urupā site is revered by all iwi, including Ngāti Tama ki Te Tau Ihu, as wāhi tapu.

The primary pā and kāinga of Ngāti Tama ki Te Tau Ihu were at Paturau where the paramount chief of the iwi, Te Puoho ki Te Rangi installed his first cousin, Te Rahui, to protect and nuture the whenua there. Ngāti Tama ki Te Tau Ihu also occupied Te Wahi Ngaki (also known as Kaukauawai and Waikaki), a coastal block located north of the Paturau River.

Other pā and kāinga sites of significance to Ngāti Tama ki Tau Ihu are Te Rae, Pūponga, Whararíki, Kaihoka, Rakopi, Pā Point, Ngatuihe (Otuihe/Sandhill Creek), Anatori, Turamawiwi, Tini and Anaweka. Some of these places were not ancestral pā and kāinga of Ngāti Tama ki Te Tau Ihu but through intermarriages over the intervening years most present-day Ngāti Tama ki Te Tau Ihu families also have Ngāti Rārua and Te Atiawa roots and therefore have equal regard for all ancestral occupation sites at Te Tai Tapu.

The outer beaches of Onetāhua and the huge tidal flats inside the sandbank are of prime importance as mahinga kai for sea fishing. Any easily-accessible foreshore site from Onetāhua south to Kahurangi Point can yield good catches at various seasons. At many of these places broad wave-cut rock platforms harbour deep pools abounding with pāua, crayfish, and mussels and many species of reef fish. The large West Whanganui Inlet and other estuaries have deep main channels where several fish varieties run on the tides and broad mud flats for netting fish on the high tides or shellfish-gathering at low tide. Most of the rivers and streams attract īnanga during the season and tuna are caught everywhere.

As well as the marine estuaries, there are several fresh-water lakes throughout the area some of which were important mahinga kai manu. At different seasons several bird species flocked to these mahinga, to feed or breed. The Archway Islands at Whararíki were favoured localities for the harvest of titi and torea.

There are several beach localities where pingao and other grasses abound naturally or have responded to planting projects undertaken to preserve and extend mahinga raranga.

Enormous "fields" of harakeke adjoin many of the shorelines and aka (supplejack) for making hinaki (pots and nets) is harvested from the forests.

Whānau, individuals and organisations representing Ngāti Tama ki Te Tau Ihu have jealously maintained oversight of many activities planned for the Te Tai Tapu/West Whanganui region and continue to do so to the present day. Ngāti Tama ki Te Tau Ihu have always remained alert to threats to the sustainability of, and their enjoyment of, resources at Te Tai Tapu, and involved themselves, reactively and proactively, in contemporary administrative and legal processes to protect their interests.

As well as making use of, and caring for, the public areas of the West Whanganui Inlet and the streams, rivers, lakes and estuaries further south in Te Tai Tapu, Ngāti Tama ki Te Tau Ihu have continued, without interruption since their arrival and occupation of the region, to exercise kaitiakitanga to maintain sustainable cultural harvests of the resources of Te Tai Tapu and surrounding districts. Ngāti Tama ki te Tau Ihu have maintained their relationship with the lands and waterways at Te Tai Tapu, exercised kaitiakitanga, and harvested resources to the present day.

3. DEEDS OF RECOGNITION

3: DEEDS OF RECOGNITION

THIS DEED is made by **THE CROWN,** acting by the Minister of Conservation and the Director-General of Conservation, which agrees as follows:

1. INTRODUCTION

1.1 The Crown has granted this deed as part of the redress under a deed of settlement with:

1.1.1 Ngāti Tama ki Te Tau Ihu; and

1.1.2 The Ngāti Tama ki Te Waipounamu trustees.

2. STATEMENTS OF ASSOCIATION

2.1 In the deed of settlement, Ngāti Tama ki Te Tau Ihu made statements of its particular cultural, spiritual, historical, and traditional association with the following areas (**the statutory areas**):

(a) Rotokura / Cable Bay (as shown on deed plan OTS-202-43);

(b) Lake Rotoiti, Nelson Lakes National Park (as shown on deed plan OTS-202-46);

(c) Lake Rotoroa, Nelson Lakes National Park (as shown on deed plan OTS-202-47);

(d) Maungatapu (as show on deed plan OTS-202-44);

(e) Parapara Peak (as shown on deed plan OTS-202-49);

(f) Pukeone / Mount Campbell (as shown on deed plan OTS-202-50);

(g) Wharepapa / Arthur Range (as shown on deed plan OTS-202-51);

(h) West of Separation Point / Te Matau (as shown on deed plan OTS-202-90);

(i) Kaiteriteri Scenic Reserve (as shown on deed plan OTS-202-122);

(j) Maitai River and its tributaries (as shown on deed plan OTS-202-64);

(k) Waimea River, Wairoa River, and Wai-iti River and their tributaries (as shown on deed plan OTS-202-66);

(l) Motueka River and its tributaries (as shown on deed plan OTS-202-67);

(m) Tākaka River and its tributaries (as shown on deed plan OTS-202-68);

(n) Aorere River and its tributaries (as shown on deed plan OTS-202-69);

(o) Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-202-70);

(p) Paturau River and its tributaries (as shown on deed plan OTS-202-74);

(q) Anatori River and its tributaries (as shown on deed plan OTS-202-75); and

(r) Whangamoa River and its tributaries (as shown on deed plan OTS-202-102).

2.2 Those statements of association are:

2.2.1 in the documents schedule to the deed of settlement; and

2.2.2 copied, for ease of reference, in the schedule to this deed.

2.3 The Crown has acknowledged the statements of association in the [***name***] Act [***year***], being the settlement legislation that gives effect to the deed of settlement.

3. CONSULTATION

3.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 3.2 in relation to a statutory area, consult and have regard to the views of the Ngāti Tama ki Te Waipounamu trustees concerning the association of Ngāti Tama ki Te Tau Ihu with that statutory area as described in a statement of association.

3.2 Clause 3.1 applies to the following activities (the identified conservation activities):

3.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977; or

3.2.2 preparing a national park management plan under the National Parks Act 1980; or

3.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:

(a) to identify and protect wildlife or indigenous plants; or

(b) to eradicate pests, weeds, or introduced species; or

(c) to assess current and future visitor activities; or

(d) to identify the appropriate number and type of concessions; or

3.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river; or

3.2.5 locating or constructing structures, signs, or tracks.

3.3. The Minister and the Director-General of Conservation must, when consulting the Ngāti Tama ki Te Waipounamu trustees under clause 3.1, provide the Ngāti Tama ki Te Waipounamu trustees with sufficient information to make informed decisions.

4. LIMITS

4.1 This deed:

4.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and

4.1.2 does not require the Crown to undertake, increase, or resume any identified conservation activity; and

4.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified conservation activity; and

4.1.4 is subject to the settlement legislation.

5. TERMINATION

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

5.1.1 the Ngāti Tama ki Te Waipounamu trustees and the Crown agree in writing; or

5.1.2 the relevant area is disposed of by the Crown; or

5.1.3 responsibility for the identified conservation activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister or Crown official.

5.2 If this deed terminates under clause 5.1.3 in relation to an area, the Crown will take reasonable steps to ensure the Ngāti Tama ki Te Waipounamu trustees continue to be consulted on any identified conservation activities in relation to the area.

6. NOTICES

6.1 Notices to the Ngāti Tama ki Te Waipounamu trustees and the Crown are to be given under this deed in accordance with part 3 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is:

Conservator
Nelson Marlborough Conservancy
Department of Conservation
Private Bag 5
NELSON 7042

7. AMENDMENT

7.1 This deed may be amended only by written agreement signed by the Ngāti Tama ki Te Waipounamu trustees and the Crown.

8. NO ASSIGNMENT

8.1 The Ngāti Tama ki Te Waipounamu trustees may not assign their rights or obligations under this deed.

9. DEFINITIONS

9.1 In this deed:

concession has the meaning given to it in section 2 of the Conservation Act 1987; and

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

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

deed of settlement means the deed of settlement dated 20 April 2013 between Ngāti Tama ki Te Tau Ihu, the Ngāti Tama ki Te Waipounamu Trust and the Crown; and

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

identified conservation activities means the activities specified in clause 3.2; and

Minister means the Minister of Conservation; and

Ngāti Tama ki Te Tau Ihu has the meaning given to it by clause 8.8 of the deed of settlement; and

Ngāti Tama ki Te Waipounamu trustees has the meaning set out in paragraph 5.1 of the general matters schedule of the deed of settlement; and

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

settlement legislation means the Act referred to in clause 2.3; and

statement of association means the statements in part 2 of the documents schedule to the deed of settlement and copied, for ease of reference, in the schedule to this deed; and

statutory area means an area referred to in clause 2.1, the general location of which is indicated on the deed plan referred to in relation to that area (but which does not establish the precise boundaries of the statutory area); and

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

10. INTERPRETATION

10.1 The provisions of this clause 10 apply to this deed's interpretation unless the context requires otherwise.

10.2 Headings do not affect the interpretation.

10.3 Terms defined by:

10.3.1 this deed have those meanings; and

10.3.2 the deed of settlement, or the settlement legislation, but not by this deed, have those meanings where used in this deed.

10.4 All parts of speech and grammatical forms of a defined word or expression have corresponding meanings.

10.5 The singular includes the plural and vice versa.

10.6 One gender includes the other genders.

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

10.8 A reference to:

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

10.8.2 legislation is to that legislation as amended, consolidated, or substituted.

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

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

SIGNED)
by the Minister of Conservation)
in the presence of:) _____

_____
Signature of Witness

Witness Name:

Occupation:

Address:

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

_____
Signature of Witness

Witness Name:

Occupation:

Address:

Schedule

Statements of Association

[**Name of area**] (as shown on deed plan [**number**])

[**statement of association**]

[**Name of area**] (as shown on deed plan [**number**])

[**statement of association**]

3: DEEDS OF RECOGNITION

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

1 INTRODUCTION

1.1 The Crown has granted this deed as part of the redress under a deed of settlement with the Ngāti Tama ki Te Waipounamu Trust.

1.2 In the deed of settlement, Ngāti Tama ki Te Tau Ihu made statements of their particular cultural, spiritual, historical, and traditional associations with the following areas (the **statutory areas**):

1.2.1 Maitai River and its tributaries (as shown on deed plan OTS-202-64);

1.2.2 Waimea River, Wairoa River, and Wai-iti River and their tributaries (as shown on deed plan OTS-202-66);

1.2.3 Motueka River and its tributaries (as shown on deed plan OTS-202-67);

1.2.4 Tākaka River and its tributaries (as shown on deed plan OTS-202-68);

1.2.5 Aorere River and its tributaries (as shown on deed plan OTS-202-69);

1.2.6 Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-202-70);

1.2.7 Paturau River and its tributaries (as shown on deed plan OTS-202-74);

1.2.8 Anatori River and its tributaries (as shown on deed plan OTS-202-75); and

1.2.9 Whangamoa River and its tributaries (as shown on deed plan OTS-202-102).

1.3 Those statements of association are:

1.3.1 in the documents schedule to the deed of settlement; and

1.3.2 copied, for ease of reference, in the schedule to this deed.

1.4 The Crown has acknowledged the statements of association in the [***name***] Act [***year***], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

2.1 The Commissioner of Crown Lands will, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the Ngāti Tama ki Te Waipounamu trustees concerning the association of Ngāti Tama ki Te Tau Ihu with that statutory area as described in a statement of association.

2.2 Clause 2.1 applies to any of the following activities (the identified activities):

2.2.1 considering an application for a right of use or occupation (including renewing such a right);

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

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

2.2.4 preparing a programme to eradicate noxious flora and fauna.

2.3 The Commissioner of Crown Lands must, when consulting the Ngāti Tama ki Te Waipounamu trustees under clause 2.1:

2.3.1 provide the Ngāti Tama ki Te Waipounamu trustees with sufficient information to make informed decisions; and

2.3.2 inform the Ngāti Tama ki Te Waipounamu trustees of an application referred to in clause 2.2.1 but may withhold commercially sensitive information and material including within, or relating to, the application.

3 LIMITS

3.1 This deed:

3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and

3.1.2 if it relates to a river or stream (including a tributary) it applies only to the bed of the river or stream, meaning the land that the waters of the river or stream cover at its fullest flow without flowing over its banks, but to avoid doubt does not apply to:

(a) a part of the bed of the river or stream that is not owned and managed by the Crown; or

(b) the bed of an artificial water course;

3.1.3 does not require the Crown to undertake, increase, or resume any identified activity; and

3.1.4 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and

3.1.5 is subject to the settlement legislation.

4 TERMINATION

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

4.1.1 the Ngāti Tama ki Te Waipounamu trustees and the Commissioner of Crown Lands agree in writing; or

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

4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Commissioner of Crown Lands to another Minister and/or Crown official.

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

5 NOTICES

5.1 Notices to the Ngāti Tama ki Te Waipounamu trustees and the Crown are to be given under this deed in accordance with part 3 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is:

Commissioner of Crown Lands
[***address***].

6 AMENDMENT

6.1 This deed may be amended only by written agreement signed by the Ngāti Tama ki Te Waipounamu trustees and the Commissioner of Crown Lands.

7 NO ASSIGNMENT

7.1 The Ngāti Tama ki Te Waipounamu trustees may not assign their rights under this deed.

8 DEFINITIONS

8.1 In this deed:

Commissioner of Crown Lands means Her Majesty the Queen in right of New Zealand acting by and through the Commissioner of Crown Lands; and

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

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

deed of settlement means the deed of settlement dated 20 April 2013 between Ngāti Tama ki Te Tau Ihu, the Ngāti Tama ki Te Waipounamu Trust, and the Crown; and

identified activities means the activities specified in clause 2.2; and

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

Ngāti Tama ki Te Tau Ihu has the meaning given to it by clause 8.8 of the deed of settlement; and **settlement legislation** means the Act referred to in clause 1.4; and

Ngāti Tama ki Te Waipounamu trustees has the meaning set out in paragraph 5.1 of the general matters schedule of the deed of settlement; and

statement of association means the statements in part 2 of the documents schedule to the deed of settlement and copied, for ease of reference, in the schedule to this deed; and

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

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

9 INTERPRETATION

9.1 The provisions of this clause 9 apply to this deed's interpretation unless the context requires otherwise.

9.2 Headings do not affect the interpretation.

9.3 Terms defined by:

9.3.1 this deed have those meanings; and

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

9.4 All parts of speech and grammatical forms of a defined word or expression have corresponding meanings.

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

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

9.8 A reference to:

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

9.8.2 legislation is to that legislation as amended, consolidated, or substituted.

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

3: DEEDS OF RECOGNITION

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

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

Signature of Witness

Witness Name:

Occupation:

Address:

4. PROTOCOLS

4.1 CONSERVATION PROTOCOL

Clause 5.17.1

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF CONSERVATION REGARDING INTERACTION WITH NGĀTI TAMA KI TE TAU IHU ON SPECIFIED ISSUES

1. DEPARTMENT OF CONSERVATION PROTOCOL

1.1 Under the Deed of Settlement dated 20 April 2013 between Ngāti Tama ki Te Tau Ihu and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Conservation (the "**Minister**") would issue a Protocol (the "**Protocol**") setting out how the Department of Conservation (the "**Department**") will interact with the Ngāti Tama ki Te Waipounamu trustees on matters specified in the Protocol. These matters are:

1.1.1 implementation and communication;

1.1.2 business planning;

1.1.3 management planning;

1.1.4 cultural materials;

1.1.5 taonga minerals;

1.1.6 historic resources - wāhi tapu;

1.1.7 species management;

1.1.8 marine mammals;

1.1.9 freshwater fisheries;

1.1.10 marine reserves;

1.1.11 pest control;

1.1.12 Resource Management Act 1991;

1.1.13 visitor and public information;

1.1.14 concession applications;

1.1.15 statutory land management; and

1.1.16 consultation.

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

1.3 The purpose of the Conservation Act 1987 is to enable the Department "to manage for conservation purposes, all land, and all other natural and historic resources" under that

Act and to administer the statutes in the First Schedule to the Act (together, the "**Conservation Legislation**"). The Minister and Director-General, or their delegates, are required to exercise particular functions, powers and duties under that legislation.

1.4 Ngāti Tama ki Te Tau Ihu accept a responsibility as kaitiaki under tikanga Māori to preserve, protect, and manage natural and historic resources within their rohe.

2. PURPOSE OF THE PROTOCOL

2.1 The purpose of this Protocol is to assist the Department and the Ngāti Tama ki Te Waipounamu trustees to exercise their respective responsibilities with the utmost cooperation to achieve over time the conservation policies, actions and outcomes sought by both.

2.2 This Protocol sets out a framework that enables the Department and Ngāti Tama ki Te Tau Ihu to establish a constructive working relationship that gives effect to section 4 of the Conservation Act. It provides for Ngāti Tama ki Te Tau Ihu to have meaningful input into certain policy, planning and decision-making processes in the Department's management of conservation lands and fulfilment of statutory responsibilities within the Ngāti Tama ki Te Tau Ihu Protocol Area.

3. PROTOCOL AREA

3.1 The Protocol applies across the Ngāti Tama ki Te Tau Ihu Protocol Area which means the area identified in the map included in Attachment A of this Protocol.

4. SUMMARY OF THE TERMS OF ISSUE

4.1 This Protocol is issued pursuant to section [ ] of the [ ] Act [ ] (the "**Settlement Legislation**") and clause 5.17.1 of the Deed of Settlement. A summary of the provisions of the Settlement Legislation and the Deed of Settlement specifying the terms on which this Protocol is issued are set out in Attachment B of the Protocol.

5. IMPLEMENTATION AND COMMUNICATION

5.1 The Department will seek to establish and maintain effective and efficient communication with Ngāti Tama ki Te Tau Ihu on a continuing basis by:

5.1.1 maintaining information on the office holders of the Ngāti Tama ki Te Waipounamu Trust, and their addresses and contact details;

5.1.2 providing a primary departmental contact for each Area for the Ngāti Tama ki Te Waipounamu trustees who will act as a liaison person with other departmental staff;

5.1.3 providing opportunities for the Ngāti Tama ki Te Waipounamu trustees to meet with departmental managers and staff;

5.1.4 training relevant staff and briefing Conservation Board members on the content of the Protocol; and

5.1.5 holding alternate meetings hosted by the Department and a Ngāti Tama ki Te Tau Ihu marae or other venue chosen by the Ngāti Tama ki Te Waipounamu

trustees to discuss issues that may have arisen every six months, unless otherwise agreed.

5.2 The parties may also:

5.2.1 annually review implementation of the Protocol; and

5.2.2 led by the Ngāti Tama ki Te Waipounamu trustees, arrange for an annual report back to the Ngāti Tama ki Te Tau Ihu in relation to any matter associated with the implementation of this Protocol.

5.3 The Department will, where relevant, inform conservation stakeholders about this Protocol and the Ngāti Tama ki Te Tau Ihu settlement, and provide ongoing information as required.

5.4 The Department will advise the Ngāti Tama ki Te Waipounamu trustees of any departmental policy directions and the receipt of any research reports relating to matters of interest to Ngāti Tama ki Te Tau Ihu within the Protocol Area, and provide copies or the opportunity for the Ngāti Tama ki Te Waipounamu trustees to study those reports (subject to clause 22.1).

6. BUSINESS PLANNING

6.1 The Department's annual business planning process determines the Department's conservation work priorities and the Department will as part of the annual business planning meeting in clause 6.3.1 with Ngāti Tama ki Te Tau Ihu present a synopsis of the Department's proposed work programme as it relates to the Protocol Area.

6.2 Ngāti Tama ki Te Tau Ihu seeks to pursue projects in the future that will enhance the rohe of Ngāti Tama ki Te Tau Ihu and preserve the whenua and indigenous species for future generations.

6.3 The process for the Ngāti Tama ki Te Tau Ihu to identify and/or develop specific projects for consideration by the Department is as follows:

6.3.1 the Department and Ngāti Tama ki Te Tau Ihu will on an annual basis identify priorities for undertaking specific projects requested by Ngāti Tama ki Te Tau Ihu. The identified priorities for the upcoming business year will be taken forward by the Department into its business planning process and considered along with other priorities;

6.3.2 the decision on whether any specific projects will be funded in any business year will be made by the Conservator and General Manager Operations (Southern), after following the co-operative processes set out above;

6.3.3 if the Department decides to proceed with a specific project request by Ngāti Tama ki Te Tau Ihu, both parties may meet again to finalise a work plan and a timetable before implementation of the specific project in that business year, in accordance with the resources which have been allocated in the business plan;

6.3.4 if the Department decides not to proceed with a specific project it will communicate to Ngāti Tama ki Te Tau Ihu the factors that were taken into account in reaching that decision.

6.4 The Department will consider inviting Ngāti Tama ki Te Tau Ihu to participate in specific projects, including the Department's volunteer and conservation events that may be of interest to Ngāti Tama ki Te Tau Ihu.

7. MANAGEMENT PLANNING

7.1 The Department will provide opportunities for the Ngāti Tama ki Te Waipounamu trustees to provide input into the Conservation Management Strategy reviews or Management Plans, if any, within the Protocol Area.

7.2 The Department will advise Ngāti Tama ki Te Tau Ihu in the event that any vacancies occur on boards or committees within the Protocol Area where the Minister or Department is responsible for making appointments and where public nominations are sought.

8. CULTURAL MATERIALS

8.1 For the purpose of this Protocol, cultural materials are plants, plant materials, and materials derived from animals, marine mammals or birds for which the Department is responsible within the Protocol Area and which are important to Ngāti Tama ki Te Tau Ihu in maintaining and expressing cultural values and practices.

8.2 Current legislation means that generally some form of concession or permit is required for any gathering and possession of cultural materials.

8.3 In relation to cultural materials, the Minister and/or Director-General will:

8.3.1 consider requests from Ngāti Tama ki Te Tau Ihu for access to and use of cultural materials within the Protocol Area when required for cultural purposes, in accordance with the relevant legislation;

8.3.2 consult with Ngāti Tama ki Te Tau Ihu in circumstances where there are competing requests between Ngāti Tama ki Te Tau Ihu and non-Ngāti Tama ki Te Tau Ihu persons or entities for the use of cultural materials, for example for scientific research purposes;

8.3.3 agree, where appropriate and taking into consideration the interest of other iwi or other representatives of tangata whenua, for Ngāti Tama ki Te Tau Ihu 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;

8.3.4 identify areas administered by the Department which may be suitable as sites where revegetation planting of indigenous plants suitable for cultural use and establishment of pā harakeke may be appropriate; and

8.3.5 provide, as far as reasonably practicable, advice to Ngāti Tama ki Te Tau Ihu for the management and propagation of plant stock to reduce the need for plants to be gathered from land administered by the Department and to provide advice to Ngāti Tama ki Te Tau Ihu in the establishment of its own cultivation areas.

8.4 Where long lived indigenous trees may become available for cultural use under clause [8.3.3], the Department will as soon as practicable notify Ngāti Tama ki Te Tau Ihu and discuss:

8.4.1 possible cultural uses for any useable timber;

8.4.2 the practicality and cost of recovering any timber;

8.4.3 who will bear the cost of recovering the timber; and

8.4.4 the possibility of planting replacement endemic tree species.

8.5 The Department and Ngāti Tama ki Te Tau Ihu shall discuss the development of procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation and appropriate tikanga.

9. TAONGA MINERALS AND LANDFORMS

9.1 Ngāti Tama ki Te Tau Ihu asserts it has an interest in upholding and protecting the mana and mauri of pounamu, argillite, rodingite, bowenite, serpentine, kokowai ("**taonga minerals**") and limestone karst and cave landforms within its rohe.

9.2 In recognition of the association of Ngāti Tama ki Te Tau Ihu with its taonga minerals within its rohe the Department will inform Ngāti Tama ki Te Tau Ihu of any plans or policy statements on which the Department will be actively working that directly affects those minerals and limestone karst and cave landforms.

10. HISTORIC RESOURCES - WĀHI TAPU

10.1 Ngāti Tama ki Te Tau Ihu consider that their wāhi tapu and other places of cultural heritage significance are taonga (priceless treasures), and the Department will respect the great significance of these taonga by fulfilling the obligations contained in this clause of the Protocol.

10.2 As referred to in clause 5.6 of the Deed of Settlement, places that are sacred or significant to Ngāti Tama ki Te Tau Ihu within Te Tai Tapu, include, but are not limited to, those places listed in Schedule 2.

10.3 The Department has a statutory role to conserve historic resources in protected areas and will, within the resources available, endeavour to do this for sites of significance to Ngāti Tama ki Te Tau Ihu in association with the Ngāti Tama ki Te Waipounamu trustees and according to Ngāti Tama ki Te Tau Ihu tikanga.

10.4 The Department accepts that non-disclosure of locations of places known to Ngāti Tama ki Te Tau Ihu may be an option that the Ngāti Tama ki Te Waipounamu trustees choose to take to preserve the wāhi tapu nature of places. There may be situations where the Ngāti Tama ki Te Waipounamu trustees will ask the Department to treat information it provides on wāhi tapu sites in a confidential way.

10.5 The Department and the Ngāti Tama ki Te Waipounamu trustees will work together to establish processes for dealing with information on wāhi tapu sites in a way that recognises both the management challenges that confidentiality can present and provides for the requirements of Ngāti Tama ki Te Tau Ihu.

10.6 The Department will work with the Ngāti Tama ki Te Waipounamu trustees at the Area Office level to respect Ngāti Tama ki Te Tau Ihu values attached to identified wāhi tapu and other places of significance on lands administered by the Department by:

10.6.1 discussing with the Ngāti Tama ki Te Waipounamu trustees, by the end of the second year of this Protocol being issued and on a continuing basis, practical ways in which Ngāti Tama ki Te Tau Ihu can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the Protocol Area;

10.6.2 managing sites of historic significance to Ngāti Tama ki Te Tau Ihu according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993, and in co-operation with Ngāti Tama ki Te Tau Ihu;

10.6.3 informing the Ngāti Tama ki Te Waipounamu trustees if wheua tangata or kōiwi are found within the Protocol Area; and

10.6.4 assisting in recording and protecting wāhi tapu and other places of cultural significance to Ngāti Tama ki Te Tau Ihu where appropriate, to seek to ensure that they are not desecrated or damaged.

11. SPECIES MANAGEMENT

11.1 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.

11.2 In recognition of the cultural, spiritual, historical and/or traditional association of the Ngāti Tama ki Te Waipounamu trustees with species found within the Protocol Area for which the Department has responsibility, the Department shall in relation to any species that Ngāti Tama ki Te Tau Ihu may identify as important to them:

11.2.1 where a national recovery programme is being implemented (including translocations) within the Protocol Area, where reasonably practicable, inform and provide opportunities for Ngāti Tama ki Te Tau Ihu to participate in that programme;

11.2.2 advise Ngāti Tama ki Te Tau Ihu in advance of any Conservation Management Strategy amendments or reviews or the preparation of any statutory or non-statutory plans, policies or documents that relate to the management of those species within the Protocol Area;

11.2.3 where research and monitoring projects are being carried out by the Department within the Protocol Area, where reasonably practicable provide Ngāti Tama ki Te Tau Ihu with opportunities to participate in those projects; and

11.2.4 advise Ngāti Tama ki Te Tau Ihu of the receipt of any completed research reports relating to any species within the Protocol Area and provide copies of such report to Ngāti Tama ki Te Tau Ihu.

12. MARINE MAMMALS - STRANDINGS

12.1 Ngāti Tama ki Te Tau Ihu has a tikanga responsibility in relation to the preservation, protection and disposal of marine mammals within the Protocol Area to ensure cultural protocols are observed in the interaction within and handling of these mammals.

12.2 The Department's approach to strandings must be consistent with the Marine Mammals Protection Act 1978 and the Marine Mammals Regulations 1992, and is guide by the Marine Mammal Action Plan and, at a Conservancy level, Marine Mammal Stranding Contingency Plans.

12.3 The Protocol will assist Ngāti Tama ki Te Tau Ihu and the Department to co-operate in managing strandings in the core area of interest.

12.4 The Protocol also aims at assisting the conservation of cetacean species by contribution to the collection of specimens and scientific data of national and international importance while meeting the cultural interests of Ngāti Tama ki Te Tau Ihu, such as the recovery by Ngāti Tama ki Te Tau Ihu of bone (including teeth and/or baleen) and other material for cultural purposes from dead marine mammals.

12.5 There may be circumstances during a stranding in which euthanasia is required, for example if the animal is obviously distressed or refloating has been unsuccessful and live animals have irretrievably stranded.

12.6 Before euthanasia is carried out, Ngāti Tama ki Te Tau Ihu representatives may wish to perform certain rituals. For this reason, it is important that all reasonable efforts are made to inform Ngāti Tama ki Te Tau Ihu well in advance of any decision to euthanise. However, in the interests of humane treatment of the marine mammals, if Ngāti Tama ki Te Tau Ihu representatives are not present at the time, a decision to euthanise is the sole responsibility of an officer or person authorised by the Minister of Conservation.

12.7 Upon the death of a stranded marine mammal, Ngāti Tama ki Te Tau Ihu, with the advice of an officer or person authorised by the Minister of Conservation will assess the following:

12.7.1 cultural requirements, such as parts to be retained;

12.7.2 scientific requirements such as, identification, sampling or autopsy in accordance with clauses 12.9 and 12.10 and Schedule 1; and

12.7.3 the degree and nature of work required to recover the above, and who will undertake it.

12.8 Both Ngāti Tama ki Te Tau Ihu and the Department accept responsibility for working together to ensure that the entire stranding management process, including the safe and proper disposal of cadaver and clean-up of the beach after the stranding meets all public health and safety standards and quality conservation management guidelines. However, legislative responsibility rests with authorised officers or persons.

12.9 Both the Department and Ngāti Tama ki Te Tau Ihu acknowledge the scientific importance of information gathered at strandings and the role of the Department in assisting the conservation of marine mammal species by contributing to the collection of specimens and scientific data of national and international importance. Decisions concerning the exact nature of the scientific samples required and the subsequent

disposal of any dead animals, including their availability to Ngāti Tama ki Te Tau Ihu, will depend on the species.

12.10 Category 1 Species (see Schedule 1) are known to strand most frequently on New Zealand shores. In principle these species should be available to Ngāti Tama ki Te Tau Ihu for the recovery of teeth, bone and baleen once scientific data and samples have been collected (usually on site). If there are reasons why this principle should not be followed, they must be discussed between the parties to the Protocol.

12.11 Category 2 Species (see Schedule 1) are either not commonly encountered in New Zealand waters, or may frequently strand here but are rare elsewhere in the world. For these reasons their scientific value has a higher priority. In most instances, possession by Ngāti Tama ki Te Tau Ihu of materials from category 2 species will follow an autopsy, which may occur on site. Depending on the species involved the autopsy team may request the removal of all or part of the animal for the purpose of an autopsy or for the retention of the skull or animal. The Department must discuss such requests with and seek the support of Ngāti Tama ki Te Tau Ihu first.

12.12 The Department will endeavour to ensure that any decision on an application for marine mammal material (such as the retention by the autopsy team or Te Papa/Museum of New Zealand of parts or whole animals) from the Protocol Area will be made with the support of Ngāti Tama ki Te Tau Ihu.

12.13 The Minister, in approving the provision of any marine mammal from the Protocol Area to Te Papa/Museum of New Zealand or the New Zealand Wildlife Health Centre (Massey University), makes the provision on the condition that if those agencies no longer require that marine mammal (at some future date) the skeletal remains will be returned to Ngāti Tama ki Te Tau Ihu.

12.14 If Ngāti Tama ki Te Tau Ihu does not wish to recover the bone or otherwise participate the Ngāti Tama ki Te Waipounamu trustees will notify the Department whereupon the Department will take responsibility for disposing of the cadaver.

12.15 Subject to the prior agreement of the Conservator, where disposal of a dead marine mammal is carried out by Ngāti Tama ki Te Tau Ihu, the Department will meet the reasonable costs incurred up to the estimated costs that would otherwise have been incurred by the Department to carry out the disposal.

12.16 Ngāti Tama ki Te Tau Ihu will provide the Department with contact information for authorised key contact people who will be available at short notice to make decisions on the desire of Ngāti Tama ki Te Tau Ihu to be involved when there is a marine mammal stranding.

12.17 The Department will:

12.17.1 make all reasonable efforts to promptly notify the key contact people of all stranding events;

12.17.2 discuss, as part of the disposal process, burial sites and, where practical, agree sites in advance which are to be used for disposing of carcasses in order to meet all the health and safety requirements and to avoid the possible violation of Ngāti Tama ki Te Tau Ihu tikanga; and

12.17.3 consult with Ngāti Tama ki Te Tau Ihu if developing or contributing to research and monitoring of marine mammal populations within the Protocol Area.

12.18 Ngāti Tama ki Te Tau Ihu will promptly notify the Department's Area Office contact person of any stranding event.

12.19 In areas of overlapping interest, Ngāti Tama ki Te Tau Ihu will work with the relevant iwi and the Department to agree on a process to be followed when managing marine mammal strandings

13. FRESHWATER FISHERIES

13.1 Freshwater fisheries are managed under two sets of legislation: the Fisheries Act 1983 and 1996 (administered by the Ministry of Fisheries) and the Conservation Act 1987 (administered by the Department of Conservation). The Department's functions include the preservation of freshwater fisheries and habitats. The whitebait fishery is administered by the Department under the Whitebait Fishing Regulations 1994, made under the Conservation Act.

13.2 The Department shall consult with Ngāti Tama ki Te Tau Ihu and provide for its participation where reasonably practicable in the conservation and management (including research) of customary freshwater fisheries (in particular fresh water mussels and eels) and freshwater fish habitats.

13.3 The Department shall work at Area Office level (or where appropriate, at Conservancy level) to provide for the active participation of the Ngāti Tama ki Te Tau Ihu in the conservation, management and research of customary freshwater fisheries and freshwater fish habitats by:

13.3.1 seeking to identify areas for co-operation in advocacy, such as proposals for taiapure and mataitai under Fisheries legislation, and areas consistent with clause [16.2] of this Protocol 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;

13.3.2 consulting with Ngāti Tama ki Te Tau Ihu in developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements;

13.3.3 considering Ngāti Tama ki Te Tau Ihu as a possible science provider or collaborator for research projects funded or promoted by the Department in the same manner as other potential providers or collaborators; and

13.3.4 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.

14. MARINE RESERVES

14.1 Marine Reserves are managed under the Marine Reserves Act 1971. The purpose of the Marine Reserves Act is to preserve for scientific study areas of New Zealand's territorial sea that contain underwater scenery, natural features or marine life of such

distinctive quality, or which are so typical or beautiful or unique that their continued preservation is in the national interest.

14.2 Within the Protocol Area, the Department will work at both the Conservancy and Area Office level to:

14.2.1 notify Ngāti Tama ki Te Tau Ihu prior to undertaking any investigative work towards an application by the Department, or upon receipt of any application by a third party, for the establishment of a marine reserve;

14.2.2 provide Ngāti Tama ki Te Tau Ihu with any assistance it may request from the Department in the preparation of an application for the establishment of a marine reserve;

14.2.3 provide Ngāti Tama ki Te Tau Ihu with all information, to the extent reasonably practicable, regarding any application by either the Department or a third party for the establishment of a marine reserve;

14.2.4 seek input from Ngāti Tama ki Te Tau Ihu on any application for a marine reserve within the Protocol Area and use reasonable efforts to address any concerns expressed by Ngāti Tama ki Te Tau Ihu;

14.2.5 involve Ngāti Tama ki Te Tau Ihu in any marine protection planning forums affecting the Protocol Area; and

14.2.6 involve Ngāti Tama ki Te Tau Ihu in the management of any marine reserve created.

15. PEST CONTROL

15.1 A key objective and function of the Department is to prevent, manage and control threats to natural, historic and cultural heritage values from animal and weed pests.

15.2 This is to be done in a way that maximises the value from limited resources available to do this work. The Department will:

15.2.1 seek and facilitate early consultation with the Ngāti Tama ki Te Waipounamu trustees on pest control activities within the Protocol Area, particularly in relation to the use of poisons;

15.2.2 provide the Ngāti Tama ki Te Waipounamu trustees with reasonable opportunities to review and assess programmes and outcomes; and

15.2.3 where appropriate, consider co-ordinating its pest control programmes with those of the Ngāti Tama ki Te Waipounamu trustees when the Ngāti Tama ki Te Waipounamu trustees are an adjoining landowner.

16. RESOURCE MANAGEMENT ACT 1991

16.1 Ngāti Tama ki Te Tau Ihu and the Department both have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.

16.2 From time to time, the Ngāti Tama ki Te Waipounamu trustees and the Department will seek to identify issues of likely mutual interest for discussion. It is recognised that the

Department and the Ngāti Tama ki Te Waipounamu trustees will continue to make separate submissions in any Resource Management Act processes.

16.3 In carrying out advocacy under the Resource Management Act 1991, the Department will:

16.3.1 discuss with the Ngāti Tama ki Te Waipounamu trustees the general approach that may be taken by Ngāti Tama ki Te Tau Ihu and the Department in respect of advocacy under the Resource Management Act, and seek to identify their respective priorities and issues of mutual concern;

16.3.2 have regard to the priorities and issues of mutual concern identified when the Department makes decisions in respect of advocacy under the Resource Management Act; and

16.3.3 make non-confidential resource information available to the Ngāti Tama ki Te Waipounamu trustees to assist in improving their effectiveness in resource management advocacy work.

17. VISITOR AND PUBLIC INFORMATION

17.1 The Department has a role to share knowledge about natural and historic heritage with visitors, to satisfy their requirements for information, increase their enjoyment and understanding of this heritage, and develop an awareness of the need for its conservation.

17.2 In providing public information, interpretation services and facilities for visitors on the land it manages, the Department acknowledges the importance to Ngāti Tama ki Te Tau Ihu of their cultural, traditional and historic values, and the association of Ngāti Tama ki Te Tau Ihu with the land the Department administers within the Protocol Area.

17.3 The Department will work with the Ngāti Tama ki Te Waipounamu trustees at the Area Office level to encourage respect for Ngāti Tama ki Te Tau Ihu cultural heritage values by:

17.3.1 seeking to raise public awareness of any positive conservation partnerships between the Ngāti Tama ki Te Waipounamu trustees, the Department and other stakeholders, for example, by way of publications, presentations, and seminars;

17.3.2 ensuring that information contained in the Department's publications is accurate and appropriate by:

(a) obtaining the consent of the Ngāti Tama ki Te Waipounamu trustees for disclosure of information from it, and

(b) consulting with the Ngāti Tama ki Te Waipounamu trustees prior to the use of information about Ngāti Tama ki Te Tau Ihu values for new interpretation panels, signs and visitor publications.

18. CONCESSION APPLICATIONS

18.1 For the purpose of the Protocol Ngāti Tama ki Te Tau Ihu has identified that concessions and access arrangements for exploration or mining of its **taonga minerals** on land administered by the Department (to the extent that the Department or Minister

has authority to enter into such arrangements) as a category of concession that paragraph 18.3 will apply to.

18.2 By the end of the second year of this Protocol being issued and on a continuing basis, the Department will work with the Ngāti Tama ki Te Waipounamu trustees to identify other categories of concessions that may impact on the cultural, spiritual or historic values of Ngāti Tama ki Te Tau Ihu.

18.3 In relation to the concession applications within the categories identified by the Department and the Ngāti Tama ki Te Waipounamu trustees under clauses [18.1 and 18.2], the Minister will:

18.3.1 encourage applicants to consult with Ngāti Tama ki Te Tau Ihu in the first instance;

18.3.2 consult with the Ngāti Tama ki Te Waipounamu trustees with regard to any applications or renewals of applications within the Protocol Area, and seek the input of the Ngāti Tama ki Te Waipounamu trustees by:

(a) providing for the Ngāti Tama ki Te Waipounamu trustees to indicate within two working days whether an applications for a One Off Concession has any impacts on Ngāti Tama ki Te Tau Ihu cultural, spiritual and historic values; and

(b) providing for the Ngāti Tama ki Te Waipounamu trustees to indicate within ten working days whether applications have any impacts on Ngāti Tama ki Te Tau Ihu cultural, spiritual and historic values; and

(c) if the Ngāti Tama ki Te Waipounamu trustees indicate that an application has any such impacts, allowing a reasonable specified timeframe (of at least a further ten working days) for comment;

18.3.3 when a concession is publicly notified, the Department will at the same time provide separate written notification to the Ngāti Tama ki Te Waipounamu trustees;

18.3.4 prior to issuing concessions to carry out activities on land managed by the Department within the Protocol Area, and following consultation with the Ngāti Tama ki Te Waipounamu trustees, the Minister will advise the concessionaire of Ngāti Tama ki Te Tau Ihu tikanga and values and encourage communication between the concessionaire and the Ngāti Tama ki Te Waipounamu trustees if appropriate; and

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

(a) be required to manage the land according to the standards of conservation practice mentioned in clause 10.5.2; and

(b) be encouraged to consult with the Ngāti Tama ki Te Waipounamu trustees before using cultural information of Ngāti Tama ki Te Tau Ihu.

19. STATUTORY LAND MANAGEMENT

19.1 From time to time, the Minister may consider vesting a reserve in an appropriate entity; or appoint an appropriate entity to control and manage a reserve. Such vestings or appointments are subject to the test under the Reserves Act 1977 which is "for the better carrying out of the purposes of the reserve". When such an appointment or vesting is contemplated for sites in the Protocol Area, the Department will consult with Ngāti Tama ki Te Tau Ihu at an early stage on the their views on the proposed vesting or appointment.

19.2 The Department will consult, at an early stage, with Ngāti Tama ki Te Tau Ihu when considering the classification, or change in classification, of a reserve within the Protocol Area.

19.3 If the Department is considering entering into a management agreement, other than a vesting or control and management appointment, with any entity in respect of any land that is the subject of a Statutory Acknowledgment or Deed of Recognition within the Protocol Area, it will consult at an early stage with Ngāti Tama ki Te Tau Ihu about the proposed management arrangement and whether the arrangement should be subject to any conditions.

20. CONSULTATION

20.1 Where the Department is required to consult under this Protocol, the basic principles that will be followed by the Department in consulting with the Ngāti Tama ki Te Waipounamu trustees in each case are:

20.1.1 ensuring that the Ngāti Tama ki Te Waipounamu trustees are consulted as soon as reasonably practicable following the identification and determination by the Department of the proposal or issues to be the subject of the consultation;

20.1.2 providing the Ngāti Tama ki Te Waipounamu trustees with sufficient information to make informed discussions and submissions in relation to any of the matters that are subject of the consultation;

20.1.3 ensuring that sufficient time is given for the effective participation of the Ngāti Tama ki Te Waipounamu trustees, including the preparation of submissions by the Ngāti Tama ki Te Waipounamu trustees, in relation to any of the matters that are the subject of the consultation;

20.1.4 ensuring that the Department will approach the consultation with an open mind and genuinely consider any views and/or concerns that the Ngāti Tama ki Te Waipounamu trustees may have in relation to any of the matters that are subject to the consultation.

20.2 Where the Department has consulted with the Ngāti Tama ki Te Waipounamu trustees as specified in clause 20.1, the Department will report back to the Ngāti Tama ki Te Waipounamu trustees on the decision made as a result of any such consultation.

20.3 When the Department requests cultural and/or spiritual practices to be undertaken by Ngāti Tama ki Te Tau Ihu within the Protocol Area the Department will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices, but will not otherwise pay for consultation required or anticipated under this Protocol.

21. DEFINITIONS

In this Protocol:

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

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

Crown means 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;

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;

Ngāti Tama ki Te Tau Ihu has the meaning set out in clause 8.8 of the Deed of Settlement;

Ngāti Tama ki Te Waipounamu Trust has the meaning set out in paragraph 5.1 of the general matters schedule of the Deed of Settlement;

Ngāti Tama ki Te Waipounamu trustees has the meaning set out in paragraph 5.1 of the general matters schedule of the Deed of Settlement;

Kaitiaki means environmental guardians;

One Off Concession means a concession granted under Part 3B of the Conservation Act 1987 for an activity that:

(a) does not require a lease or licence; and

(b) is assessed as having very low effects; and

(c) complies with all relevant legislation, the relevant Conservation Management Strategy and Conservation Management Plans; and

(d) where relevant, has clearly defined numbers of trips and/or landings; and

(e) does not involve permanent structures; and

(f) does not have a duration of more than three months; and

(g) does not take place more than twice in any given six month period;

Protocol means a statement in writing, issued by the Crown through the Minister of Conservation to the Ngāti Tama ki Te Waipounamu trustees under the Settlement Legislation and the Deed of Settlement and includes this Protocol;

Tikanga Māori refers to Māori traditional customs.

22. PROVISION OF INFORMATION

22.1 Where the Department is to provide information to the Ngāti Tama ki Te Waipounamu trustees under this Protocol, this information will be provided subject to the Official Information Act 1981.

ISSUED on [ ]

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

Signature of Witness

Witness Name:

Occupation:

Address:

SCHEDULE 1

MARINE MAMMALS - CATEGORIES OF SPECIES FOR PURPOSE OF SCIENTIFIC SAMPLES AND AUTOPSY

Category 1 species are:

Common dolphins (*Delphinus delphis*)

Long-finned pilot whales (*Globicephala melas*)

Sperm whales (*Physeter macrocephalus*).

Category 2 species are:

All baleen whales

Short-finned pilot whale (*Globicephala macrorhynchus*)

Beaked whales (all species, family *Ziphiidae*)

Pygmy sperm whale (*Kogia breviceps*)

Dwarf sperm whale (*Kogia simus*)

Bottlenose dolphin (*Tursiops truncatus*)

Maui's dolphin (*Cephalorhynchus hectori maui*) (North island)

Hector's dolphin (*Cephalorhynchus hectori hectori*) (South Island)

Dusky dolphin (*Lagenorhynchus obscurus*)

Risso's dolphin (*Grampus griseus*)

Spotted dolphin (*Stenella attenuata*)

Striped dolphin (*Stenella coeruleoalba*)

Rough-toothed dolphin (*Steno bredanensis*)

Southern right whale dolphin (*Lissodelphis peronii*)

Spectacled porpoise (*Australophocoena dioptrica*)

Melon-headed whale (*Peponocephala electra*)

Pygmy killer whale (*Feresa attenuata*)

False killer whale (*Pseudorca crassidens*)

Killer whale (*Orcinus orca*)

Any other species of cetacean previously unknown or rarely strand in New Zealand waters.

SCHEDULE 2

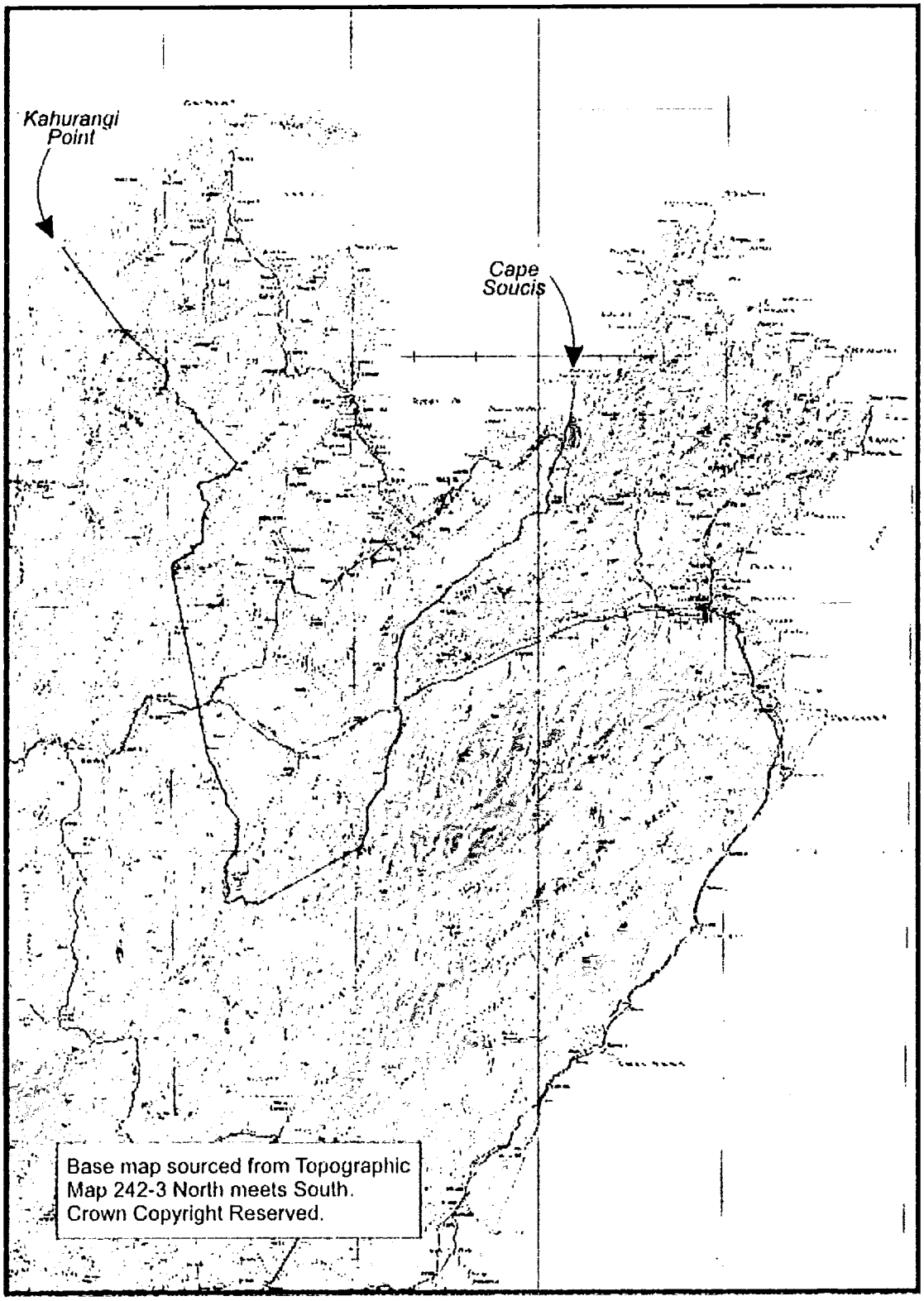
TE TAI TAPU: WĀHI TAPU SITES

1. Big River, Anaweka, Turimawiwi and Anatori River mouth areas (all proximate to papakāinga areas, burial caves Anatori)
2. Knuckle Hill summits (maunga, guardian of Whanganui Inlet)
3. Mt Stevens summit(highest peak, Taonga Tuku Ihi o Te Ao Turoa)
4. Lake Otuhie (mahinga kai, burial caves nearby)
5. Peninsula and islands at south west end of Whanganui inlet (papakāinga, mahinga kai, waahiu taonga)

4.1: CONSERVATION PROTOCOL

ATTACHMENT A

CONSERVATION PROTOCOL AREA



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 Ngāti Tama ki Te Waipounamu trustees and having particular regard to their views (*section* [***number***]).

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* [***number***]).

3. Limits

3.1 This protocol does not:

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

(a) introducing legislation; or

(b) changing government policy; or

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

2.1.2 restrict the responsibilities of the Minister or the department or the legal rights of Ngāti Tama ki Te Tau Ihu (*section* [***number***]); or

2.1.3 grant, create, or evidence an estate or interest in, or rights relating to:

(a) land held, managed, or administered under the conservation legislation; or

(b) flora or fauna managed or administered under the conservation legislation (*section* [***number***]).

3. Breach

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

3.2 A breach of this protocol is not a breach of the deed of settlement (*clause 5.20*).

4.2 FISHERIES PROTOCOL

Clause 5.17.2

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR PRIMARY INDUSTRIES REGARDING INTERACTION WITH NGĀTI TAMA KI TE TAU IHU ON FISHERIES ISSUES

1. INTRODUCTION

1.1 The Crown, through the Minister for Primary Industries (the "**Minister**") and Director-General of the Ministry for Primary Industries (the "**Director-General**"), recognises that Ngāti Tama ki te Tau Ihu as tangata whenua are entitled to have input and participation in fisheries planning processes that affect fish stocks in the Ngāti Tama ki Te Tau Ihu Fisheries Protocol Area (the "**Fisheries Protocol Area**") and that are managed by the Ministry for Primary Industries (the "**Ministry**") under the Fisheries Act 1996. Ngāti Tama ki Te Tau Ihu have a special relationship with all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area, and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.

1.2 Under the Deed of Settlement dated 20 April 2013 between Ngāti Tama ki Te Tau Ihu and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister would issue a Fisheries Protocol (the "**Protocol**") setting out how the Ministry will interact with the Ngāti Tama ki Te Waipounamu trustees in relation to matters specified in the Protocol. These matters are:

1.2.1 recognition of the interests of Ngāti Tama ki Te Tau Ihu in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area that are subject to the Fisheries Act 1996;

1.2.2 input into and participation in the Ministry's fisheries plans;

1.2.3 iwi fisheries plan;

1.2.4 participation in iwi fisheries forums;

1.2.5 customary non-commercial fisheries management;

1.2.6 contracting for services;

1.2.7 employment of Ministry staff with customary non-commercial fisheries responsibilities;

1.2.8 information exchange;

1.2.9 rāhui; and

1.2.10 changes to policy and legislation affecting this Protocol.

1.3 For the purposes of this Fisheries Protocol, the Ngāti Tama ki Te Waipounamu trustees are the representatives of Ngāti Tama ki Te Tau Ihu. Ngāti Tama ki Te Tau Ihu hold traditional and customary rights over fisheries in the Fisheries Protocol Area. Ngāti Tama ki Te Tau Ihu have a responsibility in relation to the preservation, protection and management of their customary non-commercial fisheries within the Fisheries Protocol Area. The Ngāti Tama ki Te Waipounamu trustees also have an interest in the sustainable utilisation (including customary, commercial and

recreational activities) of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area. This is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

1.4 The obligations of the Ministry in respect of fisheries are to provide for the utilisation of fisheries resources while ensuring sustainability, to meet Te Tiriti o Waitangi/Treaty of Waitangi and international obligations, to enable sustainable use of the resource, and to ensure the integrity of fisheries management systems.

1.5 The Ministry and Ngāti Tama ki Te Tau Ihu are seeking a relationship consistent with Te Tiriti o Waitangi/Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/Treaty of Waitangi provide the basis for the relationship between the parties to this Fisheries Protocol. The relationship created by this Fisheries Protocol is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve over time the outcomes sought by both.

1.6 The Minister and the Director-General have certain functions, powers and duties in terms of the **Fisheries Legislation**. With the intention of creating a relationship that achieves, over time, the fisheries policies and outcomes sought by both Ngāti Tama ki Te Tau Ihu and the Ministry consistent with the Ministry's obligations as set out in clause 1.4, this Protocol sets out how the Minister, the Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in this Protocol. In accordance with this Protocol, the Ngāti Tama ki Te Waipounamu trustees will have the opportunity for meaningful input into the policy and planning processes relating to the matters set out in this Protocol.

1.7 The Ministry will advise the Ngāti Tama ki Te Waipounamu trustees whenever they proposes to consult with Ngāti Tama ki Te Tau Ihu or with another iwi or hapū with interests inside the Fisheries Protocol Area on matters that could affect the interests of Ngāti Tama ki Te Tau Ihu.

2. NGĀTI TAMA KI TE TAU IHU FISHERIES PROTOCOL AREA

2.1 This Fisheries Protocol applies across the Ngāti Tama ki Te Tau Ihu Fisheries Protocol Area which means the area identified in the map included as Attachment A of this Protocol, together with the adjacent waters.

3. SUMMARY OF THE TERMS OF ISSUE

3.1 This Protocol is issued pursuant to section [*insert number*] of the [*insert the name of the Settlement Legislation*] (the "**Settlement Legislation**") and clause [*insert clause number*] of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.

3.2 This Protocol must be read subject to the summary of the terms of issue set out in Attachment B.

4. IMPLEMENTATION AND COMMUNICATION

4.1 The Ministry will meet with the Ngāti Tama ki Te Waipounamu trustees within three months of the Minister issuing this protocol, to commence the development of a strategy to implement this Fisheries Protocol. The strategy may include:

4.1.1 any matters raised in this Protocol;

4.1.2 reporting processes to be put in place, including an annual report to be provided by the Ministry to the Ngāti Tama ki Te Waipounamu trustees;

4.1.3 the development of an implementation plan that sets out the Ministry's obligations to the Ngāti Tama ki Te Waipounamu trustees arising from this Protocol. The implementation plan would identify the relevant Ministry business group responsible for delivering each obligation, and any agreed actions and timeframes; and

4.1.4 meetings between the Ngāti Tama ki Te Waipounamu trustees and the Ministry to review the operation of the Protocol, when required (as agreed in the implementation plan).

4.2 The implementation strategy described in clause 4.1 of this Protocol will have effect from the date specified in the strategy.

4.3 The Ministry will establish and maintain effective consultation processes and communication networks with the Ngāti Tama ki Te Waipounamu trustees by:

4.3.1 maintaining, at national and regional levels, information provided by the Ngāti Tama ki Te Waipounamu trustees on the office holders of the Ngāti Tama ki Te Waipounamu Trust, addresses and contact details;

4.3.2 providing reasonable opportunities for the Ngāti Tama ki Te Waipounamu trustees to meet with Ministry managers and staff (as might be agreed in the implementation plan); and

4.3.3 providing reasonable opportunities for the Ngāti Tama ki Te Waipounamu trustees to participate, if they choose to, in regional forums that are established to interact with the Ministry on fisheries issues that affect the Fisheries Protocol Area.

4.4 The Ministry will

4.4.1 consult and involve the Ngāti Tama ki Te Waipounamu trustees in the training of relevant staff on this Protocol and provide on-going training as required; and

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

5. PARTICIPATION IN IWI FISHERIES FORUMS

5.1 The Ministry will provide opportunities for Ngāti Tama ki Te Tau Ihu to have input into and participate in any Iwi Fisheries Forums relating to the Fisheries Protocol Area, where the Ministry will engage with iwi on fisheries management activities. The Ngāti Tama ki Te Tau Ihu iwi fisheries plan will guide the input of Ngāti Tama ki Te Tau Ihu into those forums. The Ministry will provide assistance, within the available resources, to those iwi participating in the forums to develop forum fisheries plans.

5.2 At the time of the signing the Deed of Settlement which references this Fisheries Protocol, input and participation is provided for Ngāti Tama ki Te Tau Ihu through the Te Waka a Maui me Ona Toka regional iwi fisheries forum.

6. STATEMENT OF NGĀTI TAMA KI TE TAU IHU OBJECTIVES

6.1 The fisheries management objectives of Ngāti Tama ki Te Tau Ihu in relation to the Fisheries Protocol Area include:

6.1.1 ability to implement customary management practices such as rāhui and mātaitai;

6.1.2 customary fisheries management consistent with the Fisheries (South Island Customary Fishing) Regulations 1999, including;

(a) customary fisheries practices consistent with Ngāti Tama ki Te Tau Ihu tikanga that upholds Ngāti Tama ki Te Tau Ihu rights guaranteed under Te Tiriti o Waitangi; and

(b) establish customary fisheries management areas consistent with Ngāti Tama ki Te Tau Ihu customary practices.

6.2 Ngāti Tama ki Te Tau Ihu will specify their taonga species in the Te Waka a Maui me Ona Toka regional iwi fisheries forum plan (being developed at the time of signing this Protocol).

6.3 The Crown and the Ngāti Tama ki Te Waipounamu trustees agree that the Ngāti Tama ki Te Tau Ihu objectives (as set out in the Te Waka a Maui me Ona Toka Forum Plan at the time of signing this Protocol, and clause 6.1):

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

6.3.2 do not affect how the Minister, Director-General and the Ministry will exercise their powers, functions and duties in relation to the matters specified in this Protocol; and

6.3.3 do not prevent the Minister, Director-General and the Ministry from interacting with other iwi or hapū with interests in the Fisheries Protocol Area.

7. INPUT INTO AND PARTICIPATION IN THE MINISTRY'S NATIONAL FISHERIES PLANS

7.1 Ngāti Tama ki Te Tau Ihu are entitled to input into and participation in the Ministry's national level fisheries plans, where these are being developed, that relate to the Fisheries Protocol Area. The Ministry's national fisheries plans will reflect the high level goals and outcomes for a fishery. The plans will guide annual identification of the measures (which may include catch limits, research and compliance services) required to meet these goals and outcomes.

7.2 Ngāti Tama ki Te Tau Ihu input and participation will be recognised and provided for through the iwi fisheries plan referred to in clause 8, which the Ministry must have particular regard to when developing national fisheries plans that relate to the Fisheries Protocol Area.

7.3 Where it is intended that any sustainability measures will be set or varied that relate to the Fisheries Protocol Area and are not addressed in any Ministry national fisheries plan, the Ministry will ensure that the input and participation of Ngāti Tama ki Te Tau Ihu is provided for.

8. IWI FISHERIES PLAN

8.1 The Ngāti Tama ki Te Waipounamu trustees will develop an iwi fisheries plan that relates to the Fisheries Protocol Area.

8.2 The Ministry will assist the Ngāti Tama ki Te Waipounamu trustees, within the resources available to the Ministry, to develop an iwi fisheries plan that relates to the Fisheries Protocol Area.

8.3 The Ministry and the Ngāti Tama ki Te Waipounamu trustees agree that the iwi fisheries plan will identify:

8.3.1 the objectives of the Ngāti Tama ki Te Waipounamu trustees for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Fisheries Protocol Area;

8.3.2 how Ngāti Tama ki Te Tau Ihu will exercise kaitiakitanga within the Fisheries Protocol Area;

8.3.3 how the Ngāti Tama ki Te Waipounamu trustees will participate in fisheries planning in the Fisheries Protocol Area; and

8.3.4 how the customary, commercial and recreational fishing interests of the Ngāti Tama ki Te Waipounamu trustees will be managed in an integrated way.

8.4 The Ministry and the Ngāti Tama ki Te Waipounamu trustees acknowledge that at the time of signing this Protocol the Iwi Fisheries Plan referenced in this section was being developed as the Te Waka a Maui me ona Toka Forum Fisheries Plan; and that that Plan will set out:

8.4.1 the content of the iwi fisheries plan, and how it will protect and recognise the kaitiakitanga and mana of Ngāti Tama ki Te Tau Ihu; and

8.4.2 ways in which the Ministry will work with the Ngāti Tama ki Te Waipounamu trustees to develop and review the iwi fisheries plan.

9. MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

9.1 The Ministry undertakes to make available to the Ngāti Tama ki Te Waipounamu trustees with such information and assistance, within the resources available to the Ministry, as may be necessary for the proper administration of the Fisheries (South Island Customary Fishing) Regulations 1999. This information and assistance may include, but is not limited to:

9.1.1 discussions with the Ministry on the implementation of the Fisheries (South Island Customary Fishing) Regulations 1999 within the Fisheries Protocol Area;

9.1.2 provision of existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area; and

9.1.3 training the appropriate representatives of Ngāti Tama ki Te Tau Ihu to enable them to administer and implement the Fisheries (South Island Customary Fishing) Regulations 1999.

10. CONTRACTING FOR SERVICES

10.1 The Ministry will consult with the Ngāti Tama ki Te Waipounamu trustees in respect of any contract for the provision of services that may impact on the management of customary fisheries within the Fisheries Protocol Area, if the Ministry is proposing to enter into such a contract.

10.2 The level of consultation shall be relative to the degree to which the contract impacts upon the customary fishing interests of other iwi as well as those of Ngāti Tama ki Te Tau Ihu, and may be achieved by one or more of the following:

10.2.1 the Ministry may notify the Ngāti Tama ki Te Waipounamu trustees of a contract for fisheries services;

10.2.2 the Ministry may notify the Ngāti Tama ki Te Waipounamu trustees of an invitation to tender for fisheries services; and

10.2.3 the Ministry may direct a successful contractor to engage with the Ngāti Tama ki Te Waipounamu trustees as appropriate, in undertaking the relevant fisheries services.

10.3 If the Ngāti Tama ki Te Waipounamu trustees are contracted for fisheries services then clause 10.2.3 will not apply in relation to those fisheries services.

11. EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

11.1 The Ministry will consult with the Ngāti Tama ki Te Waipounamu trustees on certain aspects of the employment of Ministry staff if a vacancy directly affects the customary fisheries interests of Ngāti Tama ki Te Tau Ihu in relation to the Fisheries Protocol Area.

11.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the customary fishing interests of other iwi as well as those of Ngāti Tama ki Te Tau Ihu, and may be achieved by one or more of the following:

11.2.1 consultation on the job description and work programme;

11.2.2 direct notification of the vacancy;

11.2.3 consultation on the location of the position;

11.2.4 input into the selection of the interview panel.

12. CONSULTATION

12.1 Where the Ministry is required to consult the Ngāti Tama ki Te Waipounamu trustees in relation to this Protocol, the basic principles that will be followed by the Ministry in consulting with the Ngāti Tama ki Te Waipounamu trustees in each case are:

12.1.1 ensuring that the Ngāti Tama ki Te Waipounamu trustees are consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;

12.1.2 providing the Ngāti Tama ki Te Waipounamu trustees with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

12.1.3 ensuring that sufficient time is given for the participation of the Ngāti Tama ki Te Waipounamu trustees in the decision making process including the preparation of submissions by the Ngāti Tama ki Te Waipounamu trustees in relation to any of the matters that are the subject of the consultation; and

12.1.4 ensuring that the Ministry will approach the consultation with the Ngāti Tama ki Te Waipounamu trustees with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation.

12.2 Where the Ministry has consulted with the Ngāti Tama ki Te Waipounamu trustees as specified in clause 12.1, the Ministry will report back to the Ngāti Tama ki Te Waipounamu trustees, either in person or in writing, on the decision made as a result of any such consultation.

13. RĀHUI

13.1 The Ministry recognises that rāhui is a traditional use and management practice of Ngāti Tama ki Te Tau Ihu and supports their rights to place traditional rāhui over their customary fisheries.

13.2 The Ministry and the Ngāti Tama ki Te Waipounamu trustees acknowledge that a traditional rāhui placed by Ngāti Tama ki Te Tau Ihu over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice. Ngāti Tama ki Te Tau Ihu undertakes to inform the Ministry of the placing and the lifting of a rāhui by Ngāti Tama ki Te Tau Ihu over their customary fisheries, and also the reason for the rāhui.

13.3 The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rāhui has been applied, to the extent that such groups exist, of the placing and the lifting of a rāhui by Ngāti Tama ki Te Tau Ihu over their customary fisheries, in a manner consistent with the understandings outlined in clause 13.2 above.

13.4 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186B of the Fisheries Act 1996 to support a rāhui proposed by Ngāti Tama ki Te Tau Ihu over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186B of the Fisheries Act 1996, noting these requirements preclude the use of section 186B to support rāhui placed in the event of a drowning.

14. INFORMATION EXCHANGE

14.1 Ngāti Tama ki Te Tau Ihu and the Ministry recognise the benefit of mutual information exchange. To this end, the Ministry and Ngāti Tama ki Te Tau Ihu will as far as possible exchange any information that is relevant to the management of the Fisheries Protocol Area.

14.2 The Ministry will make available to Ngāti Tama ki Te Tau Ihu all existing information held by, or reasonably accessible to, the Ministry where that information is requested by Ngāti Tama ki Te Tau Ihu for the purposes of assisting them to exercise their rights under this Fisheries Protocol.

14.3 The Ministry will make available to Ngāti Tama ki Te Tau Ihu all existing information held by, or reasonably accessible to, the Ministry where that information is requested by Ngāti Tama ki Te Tau Ihu concerning the management of species or stocks that are of significance to Ngāti Tama ki Te Tau Ihu .

15. DISPUTE RESOLUTION

15.1 If either the Ministry or the Ngāti Tama ki Te Waipounamu trustees considers there has been a problem with the implementation of the Protocol, then that party may give written notice to the other party that they are in dispute. The following process will be undertaken once notice is received by the other party to this Protocol:

15.1.1 Within 15 working days of being given written notice under clause 15.1, the relevant contact persons from the Ministry and the Ngāti Tama ki Te Waipounamu trustees will meet to work in good faith to resolve the issue;

15.1.2 If the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 15.1 the Director-General of the Ministry and representative of the Ngāti Tama ki Te Waipounamu trustees will meet to work in good faith to resolve the issue;

15.1.3 If the dispute has not been resolved within 45 working days of receipt of the notice referred to in clause 15.1 despite the process outlined in clauses 15.1.1 and 15.1.2 having been followed, the Ministry and Ngāti Tama ki Te Waipounamu trustees may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.

15.2 In the context of any dispute that has been initiated under clause 15.1 the Ministry and the Ngāti Tama ki Te Waipounamu trustees will place the utmost importance on the fact that the Ministry and Ngāti Tama ki Te Tau Ihu are, in accordance with clause 1.5 of this Protocol, seeking a relationship consistent with Te Tiriti o Waitangi / Treaty of Waitangi and its principles, and such a relationship is intended to assist both parties to exercise their respective responsibilities with the utmost cooperation to achieve the outcomes sought by both over time.

16. CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

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

16.1.1 notify the Ngāti Tama ki Te Waipounamu trustees of the proposed policy development or proposed legislative amendment upon which iwi will be consulted; and

16.1.2 make available to the Ngāti Tama ki Te Waipounamu trustees the information provided to iwi as part of the consultation process referred to in this clause; and

16.1.3 report back to the Ngāti Tama ki Te Waipounamu trustees on the outcome of any such consultation, either in writing or in person.

17. DEFINITIONS

17.1 In this Protocol:

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

Fisheries Legislation means the Fisheries Act 1983, the Fisheries Act 1996, the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Maori Commercial Aquaculture Claims Settlement Act 2004, and the Maori Fisheries Act 2004, and any regulations made under these Acts including the Fisheries (South Island Customary Fishing) Regulations 1999;

Ngāti Tama ki Te Waipounamu Trust has the meaning set out in paragraph 5.1 of the general matters schedule of the Deed of Settlement;

Ngāti Tama ki Te Waipounamu trustees has the meaning set out in paragraph 5.1 of the general matters schedule of the Deed of Settlement;

Protocol means a statement in writing, issued by the Crown through the Minister to the Ngāti Tama ki Te Waipounamu trustees under the Settlement Legislation and the Deed of Settlement and includes this Fisheries Protocol;

Settlement Date means [ ].

4.2: FISHERIES PROTOCOL

ISSUED on [ ]

SIGNED for and on behalf of)
THE SOVEREIGN in right of New Zealand)
by the Minister for Primary Industries)
in the presence of:) _____

_____
Signature of witness

_____
Witness Name

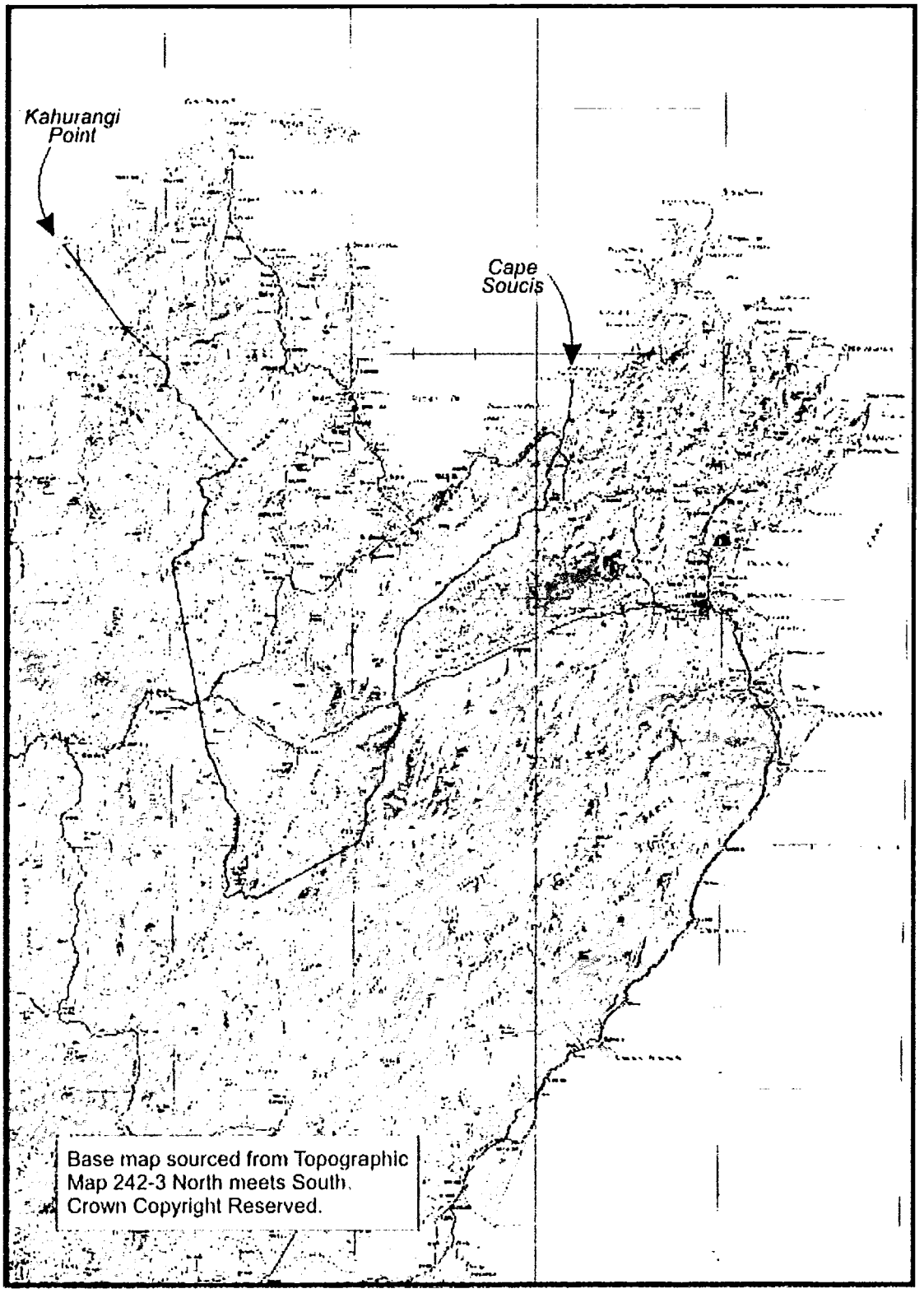
_____
Occupation

_____
Address

4.2: FISHERIES PROTOCOL

ATTACHMENT A

FISHERIES PROTOCOL AREA



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 Ngāti Tama ki Te Waipounamu trustees and having particular regard to their views (*section* [***number***]).

2. **Noting**

2.1 A summary of the terms of this protocol must be noted in the fisheries plans affecting the protocol area, but the noting:

2.1.1 is for the purpose of public notice only; and

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

3. **Limits**

3.1 This protocol does not:

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

(a) introducing legislation; or

(b) changing government policy; or

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

3.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Ngāti Tama ki Te Tau Ihu (*section* [***number***]); or

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

(a) the Fisheries Act 1996; or

(b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or

(c) the Maori Commercial Aquaculture Claims Settlement Act 2004; or

(d) the Maori Fisheries Act 2004 (section [number]).

4. Breach

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

4.2 A breach of this protocol is not a breach of the deed of settlement (*clause 5.20*).

4.3 TAONGA TŪTURU PROTOCOL

Clause 5.17.3

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH NGĀTI TAMA KI TE TAU IHU ON SPECIFIED ISSUES

1. INTRODUCTION

1.1 This Taonga Tūturu Protocol covers the following matters:

(a) newly found taonga tūturu;

(b) the export of taonga tūturu; and

(c) the Protected Objects Act 1975 and any amendment or substitution thereof.

1.2 Under the Deed of Settlement 20 April 2013 between Ngāti Tama ki Te Tau Ihu, the Ngāti Tama ki Te Waipounamu Trust and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister for Arts, Culture and Heritage (the "**Minister**") would issue a protocol (the "**Protocol**") setting out how the Minister and the Chief Executive for the Ministry for Culture and Heritage (the "**Chief Executive**") will interact with the Ngāti Tama ki Te Waipounamu trustees on matters specified in the Protocol. These matters are:

(a) Protocol Area - Part 2;

(b) Terms of issue - Part 3

(c) Implementation and communication - Part 4

(d) The role of the Chief Executive under the Protected Objects Act 1975 - Part 5

(e) The role of the Minister under the Protected Objects Act 1975 - Part 6

(f) Ngāti Tama ki Te Tau Ihu Ngā Taonga Tūturu held by Te Papa Tongarewa - Part 7

(g) Effects on Ngāti Tama ki Te Tau Ihu interest in the Protocol Area - Part 8

(h) Registration as a collector of Ngā Taonga Tūturu - Part 9

(i) Board Appointments - Part 10

(j) National Monuments, War Graves and Historical Graves - Part 11

(k) History publications relating to Ngāti Tama ki Te Tau Ihu - Part 12

(l) Cultural and/or Spiritual Practices and Tendering - Part 13

(m) Consultation - Part 14

(n) Changes to legislation affecting this Protocol - Part 15

(o) Definitions - Part 16

1.3 For the purposes of this Protocol the Ngāti Tama ki Te Waipounamu trustees are the representatives of the whānau and iwi of Ngāti Tama ki Te Tau Ihu who have an interest in the matters covered under this Protocol. This derives from the status of the Ngāti Tama ki Te Tau Ihu as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

1.4 The Ministry and the Ngāti Tama ki Te Waipounamu trustees are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provides the basis for the relationship between the parties to this Protocol, as set out in this Protocol.

1.5 The purpose of the Protected Objects Act 1975 is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.

1.6 The Minister and Chief Executive have certain roles in terms of the matters mentioned in Clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the Ngāti Tama ki Te Waipounamu trustees with the opportunity for input, into matters set out in Clause 1.1 and 1.2.

2. PROTOCOL AREA

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

3. SUMMARY OF THE TERMS OF ISSUE

3.1 This Protocol is issued pursuant to the [ ] Act [ ] (the "**Settlement Legislation**") that implements the Ngāti Tama ki Te Tau Ihu Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.

3.2 This Protocol must be read subject to the summary of the terms of issue set out in Attachment B.

4. IMPLEMENTATION AND COMMUNICATION

4.1 The Chief Executive will maintain effective communication with the Ngāti Tama ki Te Waipounamu trustees by:

4.1.1 maintaining information provided by the Ngāti Tama ki Te Waipounamu trustees on the office holders of the Ngāti Tama ki Te Waipounamu Trust and their addresses and contact details;

4.1.2 discussing with the Ngāti Tama ki Te Waipounamu trustees concerns and issues notified by the Ngāti Tama ki Te Waipounamu trustees about this Protocol;

4.1.3 as far as reasonably practicable, providing opportunities for the Ngāti Tama ki Te Waipounamu trustees to meet with relevant Ministry Managers and staff;

4.1.4 meeting with the Ngāti Tama ki Te Waipounamu trustees to review the implementation of this Protocol at least once a year, if requested by either party;

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

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

4.1.7 including a copy of the Protocol with the Ngāti Tama ki Te Waipounamu trustees on the Ministry's website.

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

General

5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the Ngāti Tama ki Te Waipounamu trustees within the limits of the Act. From the date this Protocol is issued the Chief Executive will:

5.1.1 notify the Ngāti Tama ki Te Waipounamu trustees in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Tama ki Te Tau Ihu origin found anywhere else in New Zealand;

5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Tama ki Te Tau Ihu origin found anywhere else in New Zealand;

5.1.3 notify the Ngāti Tama ki Te Waipounamu trustees in writing of their right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Tama ki Te Tau Ihu origin found anywhere else in New Zealand;

5.1.4 notify the Ngāti Tama ki Te Waipounamu trustees in writing of their right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Tama ki Te Tau Ihu origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and

5.1.5 notify the Ngāti Tama ki Te Waipounamu trustees in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Tama ki Te Tau Ihu origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Applications for Ownership

5.2 If the Ngāti Tama ki Te Waipounamu trustees lodge a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Tama ki Te Tau Ihu origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to

the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

5.3 If there is a competing claim or claims lodged in conjunction with the claim of ownership of the Ngāti Tama ki Te Waipounamu trustees, the Chief Executive will consult with the Ngāti Tama ki Te Waipounamu trustees for the purpose of resolving the competing claims and, if satisfied that a resolution has been agreed to and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Tama ki Te Tau Ihu origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the Ngāti Tama ki Te Waipounamu trustees may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

Applications for Custody

5.5 If no ownership application is made to the Māori Land Court for any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Tama ki Te Tau Ihu origin found elsewhere in New Zealand by the Ngāti Tama ki Te Waipounamu trustees or any other person, the Chief Executive will:

5.5.1 consult the Ngāti Tama ki Te Waipounamu trustees where there is any request from any other person for the custody of the Taonga Tūturu;

5.5.2 consult the Ngāti Tama ki Te Waipounamu trustees before a decision is made on who may have custody of the Taonga Tūturu; and

5.5.3 notify the Ngāti Tama ki Te Waipounamu trustees in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

5.6 For the purpose of seeking an expert opinion from the Ngāti Tama ki Te Waipounamu trustees on any export applications to remove any Taonga Tūturu of Ngāti Tama ki Te Tau Ihu origin from New Zealand, the Chief Executive will register the Ngāti Tama ki Te Waipounamu trustees on the Ministry for Culture and Heritage's Register of Expert Examiners.

5.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Ngāti Tama ki Te Tau Ihu origin from New Zealand, the Chief Executive will consult the Ngāti Tama ki Te Waipounamu trustees as an Expert Examiner on that application, and notify the Ngāti Tama ki Te Waipounamu trustees in writing of his or her decision.

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

6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the Ngāti Tama ki Te Waipounamu trustees within the limits of the Act. In circumstances where the Chief Executive originally consulted the Ngāti Tama ki Te Waipounamu trustees as an Expert Examiner, the Minister may consult with the Ngāti Tama ki Te Waipounamu trustees where a person appeals the decision of the Chief Executive to:

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

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

6.2 The Ministry will notify the Ngāti Tama ki Te Waipounamu trustees in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the Ngāti Tama ki Te Waipounamu trustees was consulted as an Expert Examiner.

7. NGĀTI TAMA KI TE TAU IHU - NGA TAONGA TŪTURU HELD BY TE PAPA TONGAREWA

7.1 The Chief Executive will invite Te Papa Tongarewa to enter into a relationship with the Ngāti Tama ki Te Waipounamu trustees, for the purposes of Te Papa Tongarewa compiling a full inventory of Taonga Tūturu held by Te Papa Tongarewa, which are of cultural, spiritual and historical importance to Ngāti Tama; and

7.2 Associated costs and/or additional resources required to complete the obligations under paragraph 7.1 will be funded by Te Papa Tongarewa, as resources allow.

8. EFFECTS ON NGĀTI TAMA KI TE TAU IHU INTERESTS IN THE PROTOCOL AREA

8.1 The Chief Executive and Ngāti Tama ki Te Waipounamu trustees shall discuss any policy and legislative development, which specifically affects Ngāti Tama ki Te Tau Ihu interests in the Protocol Area.

8.2 The Chief Executive and Ngāti Tama ki Te Waipounamu trustees shall discuss any of the Ministry's operational activities, which specifically affect Ngāti Tama ki Te Tau Ihu interests in the Protocol Area.

8.3 Notwithstanding paragraphs 8.1 and 8.2 above the Chief Executive and Ngāti Tama ki Te Waipounamu trustees shall meet to discuss Ngāti Tama ki Te Tau Ihu interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

9. REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

9.1 The Chief Executive will register the Ngāti Tama ki Te Waipounamu trustees as a Registered Collector of Taonga Tūturu.

10. BOARD APPOINTMENTS

10.1 The Chief Executive shall:

10.1.1 notify the Ngāti Tama ki Te Waipounamu trustees of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;

10.1.2 add the Ngāti Tama ki Te Waipounamu trustees nominees onto the Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and

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

11. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

11.1 The Chief Executive shall seek and consider the views of the Ngāti Tama ki Te Waipounamu trustees on any national monument, war grave or historical grave, managed or administered by the Ministry, which specifically relates to Ngāti Tama ki Te Tau Ihu interests.

11.2 The Chief Executive will provide for the marking and maintenance of any historic war grave identified by the Ngāti Tama ki Te Waipounamu Trustees, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

12. HISTORICAL PUBLICATIONS RELATING TO NGĀTI TAMA KI TE TAU IHU

12.1 The Chief Executive shall:

12.1.1 provide the Ngāti Tama ki Te Waipounamu trustees with a list of all history publications commissioned or undertaken by the Ministry that relates substantially to Ngāti Tama ki Te Tau Ihu and will supply these on request; and

12.1.2 discuss with the Ngāti Tama ki Te Waipounamu trustees any work the Ministry undertakes that deals specifically or substantially with Ngāti Tama ki Te Tau Ihu.

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

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

13.2 Where appropriate, the Chief Executive will consider using the Ngāti Tama ki Te Waipounamu trustees as a provider of professional services.

13.3 The procurement by the Chief Executive of any such services set out in Clauses 13.1 and 13.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

14. CONSULTATION

14.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the Ngāti Tama ki Te Waipounamu trustees in each case are:

14.1.1 ensuring that the Ngāti Tama ki Te Waipounamu trustees are consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;

14.1.2 providing the Ngāti Tama ki Te Waipounamu trustees with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

14.1.3 ensuring that sufficient time is given for the participation of the Ngāti Tama ki Te Waipounamu trustees in the decision making process including the preparation of submissions by the Ngāti Tama ki Te Waipounamu trustees in relation to any of the matters that are the subject of the consultation;

14.1.4 ensuring that the Chief Executive will approach the consultation with the Ngāti Tama ki Te Waipounamu trustees with an open mind, and will genuinely consider the submissions of the Ngāti Tama ki Te Waipounamu trustees in relation to any of the matters that are the subject of the consultation; and

14.1.5 report back to the Ngāti Tama ki Te Waipounamu trustees, either in writing or in person, in regard to any decisions made that relate to that consultation.

15. CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

15.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:

15.1.1 notify the Ngāti Tama ki Te Waipounamu trustees of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;

15.1.2 make available to the Ngāti Tama ki Te Waipounamu trustees the information provided to Māori as part of the consultation process referred to in this clause; and

15.1.3 report back to the Ngāti Tama ki Te Waipounamu trustees on the outcome of any such consultation.

16. DEFINITIONS

16.1 In this Protocol:

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

Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the 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, in relation to any Taonga Tūturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga Tūturu and which suggest that the Taonga Tūturu was last in the lawful possession of a person who at the time of finding is no longer alive; and 'finding' and 'finds' have corresponding meanings

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

Ngāti Tama ki Te Tau Ihu has the meaning set out in clause 8.8 of the Deed of Settlement

Ngāti Tama ki Te Waipounamu Trust has the meaning set out in paragraph 5.1 of the general matters schedule of the Deed of Settlement

Ngāti Tama ki Te Waipounamu trustees has the meaning set out in paragraph 5.1 of the general matters schedule of the Deed of Settlement

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

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

(a) relates to Māori culture, history, or society; and

(b) was, or appears to have been:

(i) manufactured or modified in New Zealand by Māori; or

(ii) brought into New Zealand by Māori; or

(iii) used by Māori; and

(c) is more than 50 years old.

4.3: TAONGA TŪTURU PROTOCOL

ISSUED ON [ ]

SIGNED for and on behalf of **THE SOVEREIGN**)
by the Minister for)
Arts, Culture and Heritage) _____

_____
Witness Signature

Witness Name: _____

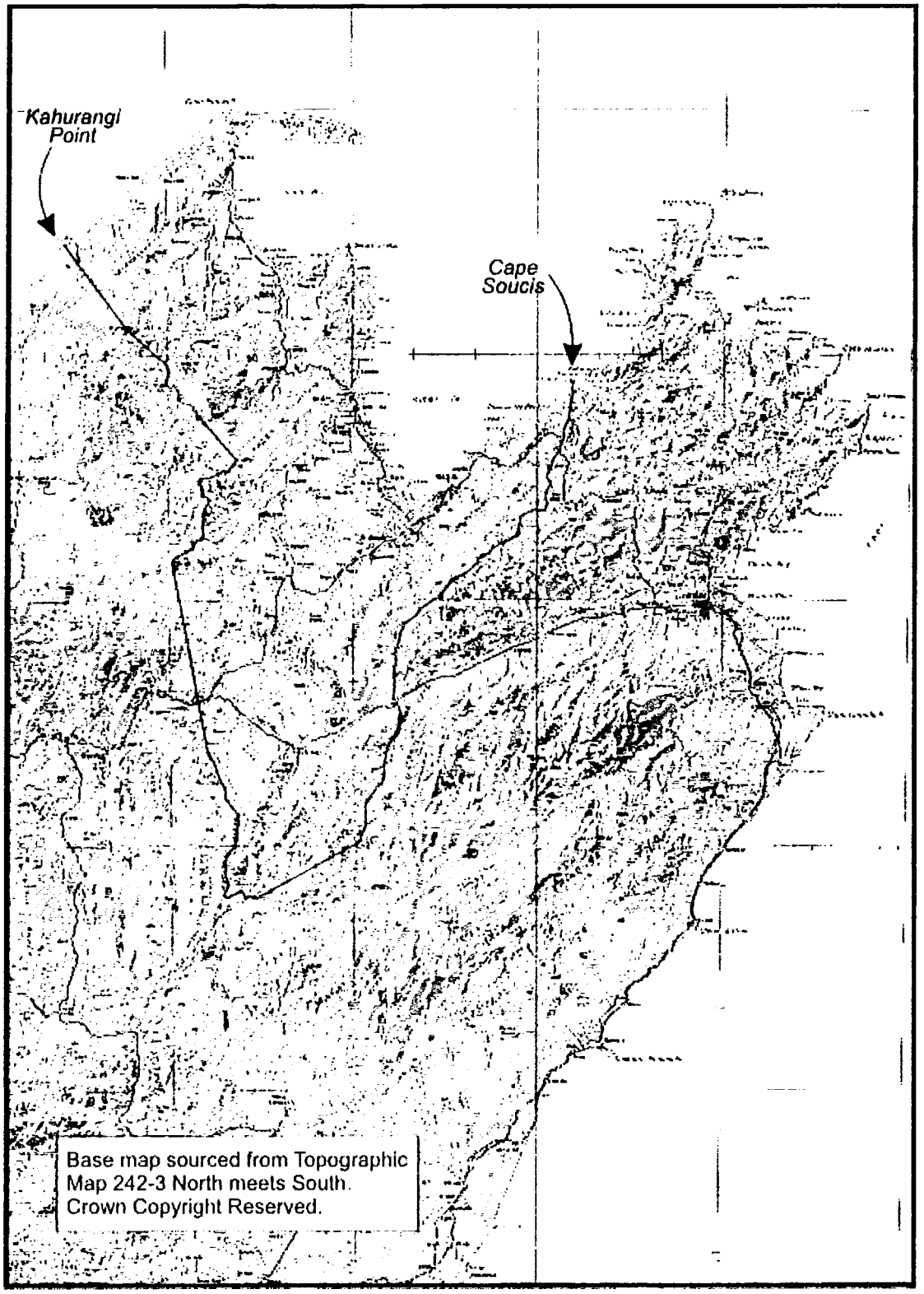
Occupation: _____

Address: _____

ATTACHMENT A

THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA

4.3: TAONGA TŪTURU 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 Ngāti Tama ki Te Waipounamu trustees and having particular regard to their views (*section* [***number***]).

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, hapū, marae, whānau, or representative of tangata whenua (*section* [***number***]); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Ngāti Tama ki Te Tau Ihu (*section* [***number***]); or

2.1.3 grant, create, or evidence an estate or interest in, or rights relating to, taonga tūturu.

3. **Breach**

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

3.2 A breach of this protocol is not a breach of the deed of settlement (*clause 5.20*).

4.4 MINERALS PROTOCOL

Clause 5.17.4

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH NGĀTI TAMA KI TE TAU IHU BY THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT ON CROWN OWNED MINERALS

1. INTRODUCTION

1.1 Under the Deed of Settlement dated 20 April 2013 between Ngāti Tama ki te Tau Ihu, Ngāti Tama ki Te Waipounamu Trust and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Energy and Resources (the "**Minister**") would issue a Protocol (the "**Minerals Protocol**") setting out how the Ministry of Business, Innovation and Employment (the "**Ministry**") will consult with the Ngāti Tama ki Te Waipounamu trustees on matters specified in the Minerals Protocol.

1.2 For the purposes of this Protocol the Ngāti Tama ki Te Waipounamu trustees are the representatives of the whānau and iwi of Ngāti Tama ki Te Tau Ihu who have interests and responsibilities in relation to the Protocol Area. These interests and responsibilities are inextricably linked to whakapapa and have important cultural and spiritual dimensions.

1.3 The Ministry and Ngāti Tama ki Te Tau Ihu are seeking a relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.

1.4 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.

1.5 The Minister is responsible under the Act for the preparation of mineral programmes, the grant of minerals permits and, monitoring the effect and implementation of minerals programmes and minerals permits. The Ministry administers the Act on behalf of the Minister.

1.6 This Minerals Protocol will affect the Ministry's administration of Crown owned minerals under the Act in the Minerals Protocol Area.

2. PURPOSE OF THIS PROTOCOL

2.1 This Minerals Protocol sets out how the Ministry will have regard to the rights and interests of Ngāti Tama ki Te Tau Ihu while exercising its functions, powers and duties in relation to the matters set out in this Minerals Protocol.

2.2 The Ngāti Tama ki Te Waipounamu trustees will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Minerals Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

3. PROTOCOL AREA

3.1 This Minerals Protocol applies across the Minerals Protocol Area which means the area identified in the map included in Attachment A of this Minerals Protocol together with the waters (including foreshore and seabed) of the coastal areas adjacent to the

coastal boundary shown on that map within the Territorial Sea as defined in the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977).

4. SUMMARY OF THE TERMS OF ISSUE

4.1 This Minerals Protocol is issued pursuant to section [ ] of [*insert the name of the Settlement Legislation*] (the "**Settlement Legislation**") that implements clause 5.17.4 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.

4.2 This Minerals Protocol must be read subject to the summary of the terms of issue set out in Attachment B.

5. CONSULTATION

5.1 The Minister will ensure that the Ngāti Tama ki Te Waipounamu trustees are consulted by the Ministry:

Petroleum exploration permit block offers

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

Other petroleum exploration permit applications

5.1.2 when any application for a petroleum exploration permit is considered, which relates, whether wholly or in part, to the Minerals Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1.1;

Amendments to petroleum exploration permits

5.1.3 when any application to amend a petroleum exploration permit, by extending the land or minerals to which the permit relates, is considered, where the application relates, wholly or in part, to the Minerals Protocol Area;

Permit block offers for Crown owned minerals other than petroleum

5.1.4 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 Minerals Protocol Area;

Other permit applications for Crown owned minerals other than petroleum

5.1.5 when any application for a permit in respect of Crown owned minerals other than petroleum is considered, which relates, whether wholly or in part, to the Minerals Protocol Area, except where the application relates to a competitive tender allocation of a permit block offer over which consultation has already taken place under clause 5.1.4;

Newly available acreage

5.1.6 when the Secretary proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of mineral other than petroleum, which relates, whether wholly or in part, to the Minerals Protocol Area;

Amendments to permits for Crown owned minerals other than petroleum

5.1.7 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 considered; and

5.1.8 where the application relates, wholly or in part, to the Minerals Protocol Area.

New minerals programmes

5.1.9 on the preparation of new minerals programmes which relate, whether wholly or in part, to the Minerals Protocol Area.

5.2 Each decision on a proposal referred to in clause 5.1 will be made having regard to any matters raised as a result of consultation with the Ngāti Tama ki Te Waipounamu trustees, and having regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi, particularly as those principles are set out in the relevant minerals programme from time to time and, taking into account the circumstances of each case.

5.3 Where the Ngāti Tama ki Te Waipounamu trustees request that the Minister exclude land from a permit or competitive tender referred to in clause 5.1, the Minister will ordinarily consider the following matters:

(a) the particular importance of the land to Ngāti Tama ki Te Tau Ihu;

(b) whether the land is a known wāhi tapu site;

(c) the uniqueness of the land (for example, whether the land is mahinga kai (food gathering area) or waka tauranga (a landing place of the ancestral canoes));

(d) whether the importance of the land to Ngāti Tama ki Te Tau Ihu has already been demonstrated (for example, by Treaty claims or Treaty settlements resulting in a statutory acknowledgment or other redress instrument under settlement legislation);

(e) any relevant Treaty claims or settlements;

(f) whether granting a permit over the land or the particular minerals would impede the progress of redress of any Treaty claims;

(g) any Ngāti Tama ki Te Tau Ihu management plans that specifically exclude the land from certain activities;

(h) the ownership of the land;

(i) whether the area is already protected under an enactment (for example, the Resource Management Act 1991, the Conservation Act 1987, or the Historic Places Act 1993); and

(j) the size of the land and the value or potential value of the relevant mineral resources if the land is excluded.

6. IMPLEMENTATION AND COMMUNICATION

6.1 The Crown has an obligation under the Act (as provided for in minerals programmes) to consult with parties whose interests may be affected by matters described in clause 5.1 of this Minerals Protocol. The Ministry will consult with the Ngāti Tama ki Te Waipounamu trustees in accordance with this Minerals Protocol and in accordance with the relevant minerals programme if matters described in clause 5.1 and clause 6 of this Minerals Protocol Area may affect the interests of Ngāti Tama ki Te Tau Ihu.

6.2 The basic principles that will be followed by the Ministry in consulting with the Ngāti Tama ki Te Waipounamu trustees in each case are:

6.2.1 ensuring that the Ngāti Tama ki Te Waipounamu trustees are consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues in relation to any matters under clause 5 of this Minerals Protocol;

6.2.2 providing the Ngāti Tama ki Te Waipounamu trustees with sufficient information to make informed decisions and submissions in relation to any of the matters described in clause 5 of this Minerals Protocol;

6.2.3 ensuring that sufficient time is given for the participation of the Ngāti Tama ki Te Waipounamu trustees in the decision making process and the consideration by the Ngāti Tama ki Te Waipounamu trustees of its submissions in relation to any of the matters described in clause 5 of this Minerals Protocol; and

6.2.4 ensuring that the Ministry will approach the consultation with the Ngāti Tama ki Te Waipounamu trustees with an open mind, and will genuinely consider the submissions of the Ngāti Tama ki Te Waipounamu trustees in relation to any of the matters described in clause 5 of this Minerals Protocol.

6.3 Where the Ministry is required to consult the Ngāti Tama ki Te Waipounamu trustees as specified in clause 6.1, the Ministry will report back in writing to the Ngāti Tama ki Te Waipounamu trustees on the decision made as a result of such consultation.

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

6.4.1 maintaining information on the Ngāti Tama ki Te Waipounamu trustees address and contact details as provided from time to time by the Ngāti Tama ki Te Waipounamu trustees;

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

6.4.3 nominating relevant employees to act as contacts with the Ngāti Tama ki Te Waipounamu trustees in relation to issues concerning this Minerals Protocol; and

6.4.4 providing the Ngāti Tama ki Te Waipounamu trustees with the names of the relevant employees who will act as contacts with the Ngāti Tama ki Te Waipounamu trustees in relation to issues concerning this Minerals Protocol.

7 CHANGES TO POLICY AND LEGISLATION

7.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Crown Minerals Act that impacts upon this Protocol, the Chief Executive shall:

7.1.1 notify the Ngāti Tama ki Te Waipounamu trustees of the proposed policy development or proposed legislative amendment;

7.1.2 make available to the Ngāti Tama ki Te Waipounamu trustees the information provided to Māori as part of the consultation process referred to in this clause; and

7.1.3 report back to the Ngāti Tama ki Te Waipounamu trustees on the outcome of any such consultation.

8 DEFINITIONS

8.1 In this Minerals Protocol:

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

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;

Deed of Settlement means the Deed of Settlement dated 20 April 2013 between the Crown and Ngāti Tama ki Te Tau Ihu.

Land includes land covered by water and also includes the foreshore and seabed to the outer limits of the territorial sea;

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 Business, Innovation and Employment;

4.4: MINERALS PROTOCOL

Ngāti Tama ki Te Tau Ihu has the meaning set out in clause 8.8 of the Deed of Settlement;

Ngāti Tama ki Te Wai**pounamu trustees** means has the meaning set out in paragraph 5.1 of the general matters schedule of the Deed of Settlement;

Petroleum means:

(a) any naturally occurring hydrocarbon (other than coal) whether in a gaseous, liquid, or solid state; or

(b) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state; or

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

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

Protocol means a statement in writing, issued by the Crown through the Minister to the Ngāti Tama ki Te Waipounamu trustees under the Settlement Legislation and the Deed of Settlement and includes this Minerals Protocol.

ISSUED ON [ ]

SIGNED for and on behalf of)
THE SOVEREIGN)
by the Minister of Energy and Resources)
[or the Associate Minister of Energy and)
Resources under delegated authority from)
the Minister of Energy and Resources])
in the presence of:)

_____

_____

Signature of witness

Witness Name: _____

Occupation: _____

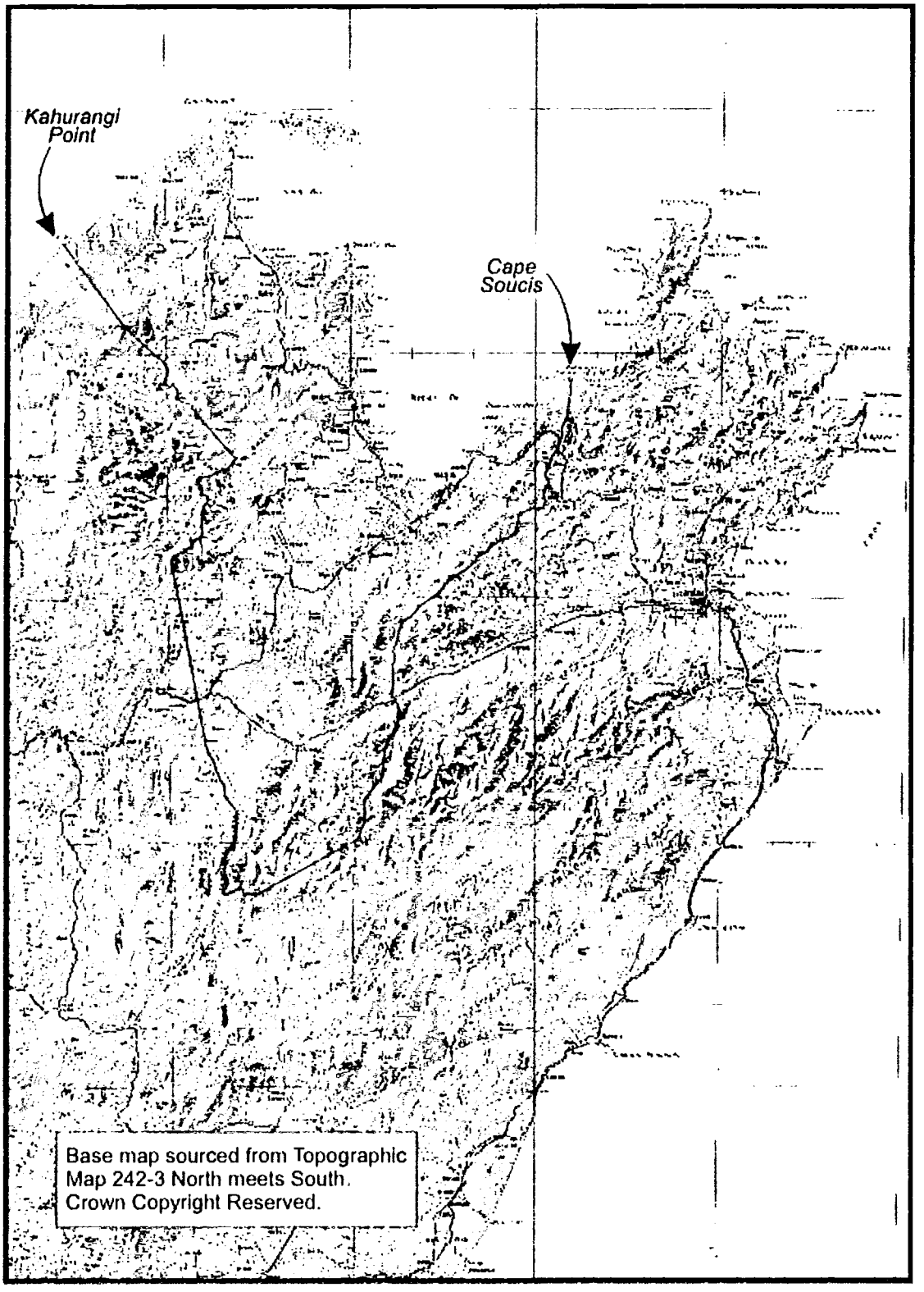
Address: _____

4.4: MINERALS PROTOCOL

ATTACHMENT A

MINERALS PROTOCOL AREA

4.4: MINERALS PROTOCOL



ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

This 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 Minerals Protocol, but only after consulting with the Ngāti Tama ki Te Waipounamu trustees and having particular regard to their views (*section [to insert]*).

2. **Noting**

2.1 A summary of the terms of this 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 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 [to insert]*).

3. **Limits**

3.1 This 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, hapū, marae, whānau, or representative of tangata whenua (*section [to insert]*); or

3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of Ngāti Tama ki Te Tau Ihu or a representative entity (*section [to insert]*); or

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

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

4. Breach

4.1 Subject to the Crown Proceedings Act 1950, the Ngāti Tama ki Te Waipounamu trustees may enforce this Minerals Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (*section [to insert]*).

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

5. ENCUMBRANCES

5.1 PUKETAWAI RIGHT OF WAY EASEMENT

Clause 5.22.4

5.1: PUKETAWAI RIGHT OF WAY EASEMENT

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district	BARCODE
Nelson	

Grantor *Surname must be underlined*

[THE TRUSTEES OF THE NGĀTI TAMA KI TE WAIPOUNAMU TRUST, THE TRUSTEES OF THE NGĀTI RĀRUA SETTLEMENT TRUST AND THE TRUSTEES OF THE TE ĀTIAWA O TE WAKA-A-MĀUI TRUST]

Grantee *Surname must be underlined*

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the **MINISTER OF CONSERVATION**

Grant* of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** in gross the easement **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this day of 20

Attestation

Signature of [the trustees of the Ngāti Tama ki Te Waipounamu Trust] as Grantor	**Signed in my presence by the Grantor** _____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** **Address**

Signature of [the trustees of the Ngāti Rārua Settlement Trust] as Grantor	**Signed in my presence by the Grantor** _____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** **Address**

	Signed in my presence by the Grantor

5.1: PUKETAWAI RIGHT OF WAY EASEMENT

_____ Signature of [the trustees of the Te Ātiawa o Te Waka-a-Māui Trust] as Grantor	_____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** **Address**

_____ Signature [common seal] of Grantee	**Signed in my presence by the Grantee** _____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** **Address**

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

[Solicitor for] the Grantee]

Annexure
Schedule 1

Easement instrument Dated Page 1 of 3 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 on Foot	Marked "A" on SO 426273	Section 1 SO 426273	In gross

Easement rights and powers (including terms, covenants, and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers are varied by the provisions set out in Annexure Schedule 2.

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

Annexure Schedule Two

Operative Clause

1 The Grantor transfers and grants to the Grantee a pedestrian right of way easement over the Servient Land on the terms, conditions, covenants and restrictions contained in this Easement, and for the term set out in clause 2.

2. The pedestrian right of way granted under clause 1 is to enable access to the historic monument located on the Servient Land and will exist until such time as the historic monument is removed. This Easement and all the rights granted under it will end and extinguish upon the removal of the historic monument and upon such removal, the parties agree to cooperate and do all things reasonably necessary to register a surrender of this Easement (or similar document).

Right of Way Easement Terms

3 The Grantee together with the employees, tenants, agents, workmen, licensees and invitees of the Grantee and any other person lawfully entitled (including the public) shall have the full free right, liberty and licence from time to time and at all times by day and by night to pass and trepass over and along the Easement Land.

4 In exercising its rights under this Easement, the Grantee shall not interfere with the Grantor's use of the Easement Land.

5 The Grantee may not use the Easement Land or any part of the Easement Land other than for the purpose expressly set out in clause 3 of this Easement. In particular, the Grantee may not in any way obstruct the Easement Land.

6 The Grantee may, at its own cost, form an accessway on the Easement Land.

7 The Grantor shall not be responsible to the Grantee or to any other person for any loss or damage sustained by the Grantee or by any such person using any part of the Easement Land at its own risk in all respects.

General Terms

8 No power is implied for the Grantor to determine the Easement for breach of any provision (whether express or implied) or for any other cause, it being the intention of the parties that rights granted under this the Easement shall subsist for all time or until it is duly surrendered.

9 The covenants and powers contained in the Land Transfer Regulations 2002 in respect of easements shall apply to the extent that they are not expressly negatived in this Easement. The rights set out in Schedule 5 to the Property Law Act 2007 are excluded from this Easement.

Dispute Resolution

10 If any dispute arises between the Grantor and Grantee concerning the rights created by this Easement the parties shall enter into negotiations in good faith to resolve their dispute.

11 If the dispute cannot be resolved by the parties themselves then they shall explore whether the dispute can be resolved by use of an alternative dispute resolution technique.

Annexure
Schedule 2

12 If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the time being of the New Zealand Law Society. Such arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution. The parties' execution of this Easement shall be deemed a submission to arbitration.

Interpretation

Easement means the pedestrian right of way easement recorded by this easement instrument; and

Easement Land means that part of the land marked "A" on SO 426273.

5.2 PŪPONGA FARM, CAPE HOUSE WATER EASEMENT

Clause 5.22.3

5.2: PŪPONGA FARM, CAPE HOUSE WATER EASEMENT

Form 3
Easement instrument to grant easement or *profit à prendre*, or create land covenant

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Nelson

BARCODE

Grantor *Surname must be underlined*

[insert trustees of Ngāti Rārua Settlement Trust, trustees of Te Ātiawa o Te Waka-a-Māui Trust and trustees of Ngāti Tama ki Te Waipounamu Trust]

Grantee *Surname must be underlined*

HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND ACTING BY AND THROUGH THE MINISTER OF CONSERVATION

Grant* of easement or *profit à prendre* or creation or covenant

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

Dated this day of 20

Attestation

See annexure schedule _____ Signature [common seal] of Grantor	Signed in my presence by the Grantor _____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* *Witness name* *Occupation* *Address*
See annexure schedule _____ Signature [common seal] of Grantee	Signed in my presence by the Grantee _____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* *Witness name* *Occupation* *Address*

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

[Solicitor for] the Grantee

5.2: PŪPONGA FARM, CAPE HOUSE WATER EASEMENT

Annexure
Schedule 1

Easement instrument Dated Page 1 of 6 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 to convey water	Marked "A" on SO 426796	[Section 1 SO 426796]	Part Section 14 SO 10390 [NL 11B/742] and [INSERT CFR to issue for section 3 SO 426796]

Easements rights and powers (including terms, covenants, and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers **are varied** by the provisions set out in Annexure Schedule 2.

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

Easement instrument Dated Page 2 of 6 pages

Right to convey water

1. The Grantor grants to the Grantee the right to convey water over and/or through that part of the servient land described as "A " on survey office plan 426796 ("the Easement Land") to the dominant land.

Access

2. The Grantee shall have a right of access along such parts of the Easement Land as are allocated for such purpose by the Grantor from time to time with or without vehicles, plant and/or equipment, solely for the purpose of allowing the Grantee to exercise any of the rights granted under this Easement, at any time provided that:

   (a) except in the case of emergency no such rights of access will be exercised without the prior consent of the Grantor; and

   (b) in exercising such rights of access the Grantee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Easement Land and shall immediately reinstate the Easement Land or any improvements thereon (including restoring the surface thereof and replanting vegetation) where any damage is caused in the process of exercising any rights under this Easement; and

   (c) if the Grantee fails within six months after the date when written notice of such damage is provided by the Grantor to the Grantee to reinstate the Easement Land and any improvements thereon (including destroying the surface thereof and replanting vegetation), the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, undertake the necessary work and recover costs for this work from the Grantee.

Repair and Maintenance

3. The Grantee shall be entitled to install any equipment necessary to exercise its rights under this Easement and shall repair and maintain such equipment at its cost in all things, so as to keep such equipment in good order, condition and repair and to prevent the equipment from becoming a danger or nuisance.

Erection of Notice etc

4. The Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Easement Land including without limitation the right to erect fences, barriers and signs and notices warning of any danger. The Grantee must obtain the Grantor's prior written consent before taking any such measures.

Grantor's Consent

5. In all cases where the prior consent or approval of the Grantor is required under this Easement such consent shall not be unreasonably withheld, delayed or granted upon unreasonable conditions.

Application for Resource Consents

6. (a) The Grantee shall be entitled from time to time to apply for any resource consents and any other statutory consents required for the purposes of the exercise of any of the Grantee's rights under this Easement in the same manner as if it were a registered proprietor of the Easement Land provided that it shall at the time of making the relevant application forward a copy to the Grantor and the Grantor shall provide, upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of cooperation. Where any relevant application would not grant, if successful, to the Grantee any additional rights or powers over and above those held by it pursuant to its existing resource consents or other statutory consents or the provisions of this Easement, then the Grantor shall be obliged to provide its written support to such application.

(b) Notwithstanding the provisions of clause 5(a) the Grantee will not be entitled to apply for resource consents and any other statutory consents as if it were the registered proprietor of the Easement Land if those resource consents or statutory consents relate to increasing the maximum operating levels for the storage of water on the Easement Land or relate to decreasing the minimum operating levels for storage of water on the Easement Land or relate to the extension or renewal of the Grantee's previously held resource consents or statutory consents after they lapse, expire or become reviewable. In such a situation the Grantee shall apply for the necessary resource consents and other statutory consents in its own right and the Grantor will be entitled to participate in the resource consent or statutory consent process as an independent party, and in particular, may object to the granting of those consents.

Equipment Property of Grantee

7. Any equipment constructed or installed by the Grantee on the Easement Land shall remain the property of the Grantee and may at any time be removed by it PROVIDED THAT any damage caused by such removal shall immediately be remedied by the Grantee at its cost. If within six months after the date when written notice of such damage is provided to the Grantee by the Grantor, it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, remedy all or any of the damage and recover costs for this from the Grantee.

Minimisation of Disruption

8. The Grantee shall use all reasonable endeavours to cause as little disturbance and disruption to the carrying on of the enjoyment of the Easement Land by the Grantor although the Grantor accepts that this provision shall not prevent, restrict or hinder the Grantee from carrying out its farming or public conservation (including recreation) business in a normal manner consistent with the rights granted to it in this Easement.

No Fencing Required

9. The Grantee shall not be required to fence any of the Easement Land unless it is required by law, a condition of a resource consent or as a condition required by the Grantor when granting any consent under this Easement where such a condition would be reasonable. If the Grantee is required to fence any of the Easement Land the Grantee shall first consult and agree with the Grantor as to the form, materials and location of such fencing.

Surrender of Easement

10. The Grantee shall be entitled at any time to surrender at its own cost all of the interest granted to it pursuant to this Easement. The Grantor shall execute any easement instrument to surrender easement (or similar document) in a form acceptable to the Grantor upon request by the Grantee.

Dispute Resolution

11. (a) In the event of any dispute arising between the parties in respect of or in connection with this Easement, the parties shall, without prejudice to any other right or entitlement they may have under this Easement or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of LEADR (Lawyers Engaged in Alternative Dispute Resolution).

(b) In the event the dispute is not resolved within twenty-eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any successor legislation. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

Notices

12. All notices and communications under this Easement shall be deemed to have been received when delivered personally, sent by prepaid post or by facsimile to such address as either party shall notify to the other from time to time.

Grantor not to interfere with Grantee's Rights

13. The Grantor shall not at any time, do, permit or suffer to be done any act whereby the rights granted to the Grantee under this Easement may be interfered with.

Grantee not to interfere with Grantor's Rights

14. The Grantee shall not at any time, do permit or suffer to be done any act whereby the rights of the Grantor may be interfered with.

Grantor's liability

15. Where there is more than one grantor under this Easement then each Grantor's liability under this Easement shall be joint and several.

SIGNED as a Deed on [*date*]

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN in right of)
New Zealand, as Grantee, by the Conservator)
for the Nelson/Marlborough Conservancy)
acting for the Minister of Conservation under)
delegated authority in accordance with sections)
57 and 58 of the Conservation Act 1987 and)
section 41 of the State Sector Act 1988

Signature of Conservator for the
Nelson/Marlborough Conservancy
[ ] (Name) _____
in the presence of:

_____

Signature of witness

Witness Name:

Occupation:

Address:

SIGNED for and on behalf of)
[*insert trustee names of*)
NGĀTI RĀRUA SETTLEMENT TRUST])
as Grantor in the presence of:)

_____

Signature of witness

Witness Name:

Occupation:

Address:

Easement instrument Dated Page 6 of 6 pages

SIGNED for and on behalf of)
[*insert trustee names of*)
TE ĀTIAWA O TE WAKA-A-MĀUI TRUST])
as Grantor in the presence of:)

_____ _____

Signature of witness

Witness Name: _____

Occupation:

Address: _____

SIGNED for and on behalf of)
[*insert trustee names of*)
NGĀTI TAMA KI TE WAIPOUNAMU])
TRUST as Grantor in the presence of:)

_____ _____

Signature of witness

Witness Name: _____

Occupation:

Address: _____

5.3 TE TAI TAPU (ANATORI SOUTH) CONSERVATION COVENANT

Clause 5.22.5(a)

TE TAI TAPU (ANATORI SOUTH) CONSERVATION COVENANT

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

THIS DEED of COVENANT is made this day of 20

BETWEEN **[INSERT TRUSTEE NAMES OF TE ĀTIAWA O TE WAKA-A-MĀUI TRUST AND NGĀTI TAMA KI TE WAIPOUNAMU TRUST]** (the Owner)

AND **MINISTER OF CONSERVATION** (the Minister)

BACKGROUND

A Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values. Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values

B The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [ ] and implemented by the [ ] Act [ ].

C The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the Land should be managed to protect those values.

D The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows:

1. INTERPRETATON

1.1 In this Covenant, unless the context otherwise requires:

"Conservation Purposes" means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.

"Conservation Values"	means the conservation values specified in Schedule 1.
"Covenant"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"Director-General"	means the Director-General of Conservation.
"Fence"	includes a gate
"Fire Authority"	means a fire authority as defined in the Forest and Rural Fires Act 1977.
"Land	means the land described in Schedule 1.
"Minerals"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"Reserve Values"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.

1.2.2 references to clauses are references to clauses in this Covenant.

1.2.3 references to parties are references to the Owner and the Minister.

1.2.4 words importing the singular number include the plural and vice versa.

1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the 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 must not be unreasonably withheld.

2. OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

2.1.1 for Conservation Purposes;

2.1.2 so as to preserve the Reserve Values;

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

3. IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;

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

3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;

3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;

3.1.6 any cultivation, earth works or other soil disturbances;

3.1.7 any archaeological or other scientific research involving disturbance of the soil;

3.1.8 the damming, diverting or taking of Natural Water;

3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;

3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;

3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.12 the erection of utility transmission lines across the Land.

3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:

3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;

3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;

3.2.3 keep the Land free from exotic tree species;

3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;

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

3.3 The Owner acknowledges that:

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

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

4. PUBLIC ACCESS

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

5. THE MINISTER'S OBLIGATION AND OTHER MATTERS

5.1 The Minister must:

5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

5.2 The Minister may:

5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

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

6. JOINT OBLIGATIONS

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

7. DURATION OF COVENANT

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

8. OBLIGATIONS ON SALE OF LAND

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9. CONSENTS

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

10. MISCELLANEOUS MATTERS

10.1 Rights

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

10.2 Trespass Act

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise.

10.2.2 For avoidance of doubt the rights described in clause 10.2.1 may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 **Reserves Act**

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

10.4 **Registration**

10.4.1 This Covenant must be signed by the parties and registered against the Computer Freehold Register to the Land.

10.5 **Acceptance of Covenant**

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

10.6 **Fire**

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

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

(a) requested to do so; or

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

10.6.3 The assistance provided under clause 10.6.2 will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non-adherence to the conditions of the permit).

11. DEFAULT

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

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

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

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

11.2.1 advise the defaulting party of the default;

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

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

12. DISPUTE RESOLUTION PROCESSES

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

12.2 **Mediation**

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

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

12.3 **Failure of Mediation**

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

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

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

13. NOTICES

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

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

(a) in the case of personal delivery, on the date of delivery;

(b) in the case of pre-paid post, on the third working day after posting;

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

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

14. SPECIAL CONDITIONS

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

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

15. OWNER LIABILITY

15.1 Where there is more than one Owner of the Land, each Owner shall be jointly and severally liable under this Covenant.

Executed as a Deed

Signed by [the trustees of) _____
Te Ātiawa o Te Waka-a-Māui Trust])
as Owner in the presence of:)

_____
Signature of Witness

_____
Witness Name

_____
Occupation

_____
Address

5.3: TE TAI TAPU (ANATORI SOUTH) CONSERVATION COVENANT

Signed by [the trustees of Ngāti Tama ki Te Waipounamu Trust] as Owner in the presence of:)

_____

_____
Signature of Witness

_____
Witness Name

_____
Occupation

_____
Address

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:)

_____

_____
Signature of Witness

_____
Witness Name

_____
Occupation

_____
Address

SCHEDULE 1

Description of Land:

Nelson Land District; Tasman District. 10.1845 hectares, more or less, being that part of Section 1 SO 426795 shown as A on SO 426795.

Conservation Values of the Land to be protected:

The intrinsic value of natural and historic qualities of the Land, and the appreciation and recreational enjoyment that may be derived by the public from the opportunity to visit that area. The Land is part of the only stretch of protected native coastal vegetation between Mangarakau and the Anatori River Mouth, providing a pleasant coastal backdrop for visitors.

The natural resources on the Land, with particular regard to the indigenous flora and fauna, which need to be preserved as far as possible in their natural state.

The intrinsic value of historic resources on the Land, represented by historic and archaeological sites.

Reserve Values of the Land to be protected:

To protect and enhance the natural character of the Land with particular regard to the indigenous flora and fauna. The majority of the Land is covered with lowland forest typical of the West Whanganui ecological district. The canopy is dominated by hard beech, northern rata, rimu, matai, and kahikatea with an understory of hinau, pukatea, kamahi, toro, quintinia, nikau, with kiekie and supplejack vines laced through.

This forest is habitat to common lowland bird species including; harrier hawk, bellbird, tui, kererū, riflemen, brown creeper, tomtit, grey warbler, silvereyes, falcon, kakariki and possibly visited by kaka and kea. Forest gecko and long tailed bats are likely to be present.

SCHEDULE 2

Address for Service

The addresses for service of the Owner are:

[address for Te Ātiawa o Te Waka-a-Māui Trust details]

[address for Ngāti Tama ki Te Waipounamu Trust details]

The address for service of the Minister is:

c/- Area Manager, Golden Bay Area Office
62 Commercial Street
PO Box 166
Takaka 7142

Phone: +64 3 525 8026

Fax: +64 3 525 8444

5.3: TE TAI TAPU (ANATORI SOUTH) CONSERVATION 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

5.4 TE TAI TAPU (ANATORI NORTH) CONSERVATION COVENANT

Clause 5.22.5(b)

TE TAI TAPU (ANATORI NORTH) CONSERVATION COVENANT

Section 27 Conservation Act 1987
and
Section 77 Reserves Act 1977

THIS DEED of COVENANT is made this day of 20

BETWEEN **[INSERT TRUSTEE NAMES OF TE ĀTIAWA O TE WAKA-A-MĀUI TRUST AND NGĀTI TAMA KI TE WAIPOUNAMU TRUST]** (the Owner)

AND **MINISTER OF CONSERVATION** (the Minister)

BACKGROUND

A Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values. Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values

B The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [ ] and implemented by the [ ] Act [ ].

C The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the Land should be managed to protect those values.

D The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows:

1. INTERPRETATON

1.1 In this Covenant, unless the context otherwise requires:

"Conservation Purposes" means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.

"Conservation Values"	means the conservation values specified in Schedule 1.
"Covenant"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"Director-General"	means the Director-General of Conservation.
"Fence"	includes a gate
"Fire Authority"	means a fire authority as defined in the Forest and Rural Fires Act 1977.
"Land	means the land described in Schedule 1.
"Minerals"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"Reserve Values"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.

1.2.2 references to clauses are references to clauses in this Covenant.

1.2.3 references to parties are references to the Owner and the Minister.

1.2.4 words importing the singular number include the plural and vice versa.

1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the 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 must not be unreasonably withheld.

2. OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

2.1.1 for Conservation Purposes;

2.1.2 so as to preserve the Reserve Values;

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

3. IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;

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

3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;

3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;

3.1.6 any cultivation, earth works or other soil disturbances;

3.1.7 any archaeological or other scientific research involving disturbance of the soil;

3.1.8 the damming, diverting or taking of Natural Water;

3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;

3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;

3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.12 the erection of utility transmission lines across the Land.

3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:

3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;

3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;

3.2.3 keep the Land free from exotic tree species;

3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;

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

3.3 The Owner acknowledges that:

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

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

4. PUBLIC ACCESS

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

5. THE MINISTER'S OBLIGATION AND OTHER MATTERS

5.1 The Minister must:

5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of

the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

5.2 The Minister may:

5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

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

6. JOINT OBLIGATIONS

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

7. DURATION OF COVENANT

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

8. OBLIGATIONS ON SALE OF LAND

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9. CONSENTS

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

10. MISCELLANEOUS MATTERS

10.1 Rights

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

10.2 **Trespass Act**

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

10.2.2 For avoidance of doubt the rights described in clause 10.2.1 may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 **Reserves Act**

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

10.4 **Registration**

10.4.1 This Covenant must be signed by the parties and registered against the Computer Freehold Register to the Land.

10.5 **Acceptance of Covenant**

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

10.6 **Fire**

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

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

(a) requested to do so; or

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

10.6.3 The assistance provided under clause 10.6.2 will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non-adherence to the conditions of the permit).

11. DEFAULT

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

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

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

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

11.2.1 advise the defaulting party of the default;

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

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

12. DISPUTE RESOLUTION PROCESSES

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

12.2 **Mediation**

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

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

12.3 **Failure of Mediation**

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

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

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

13. NOTICES

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

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

(a) in the case of personal delivery, on the date of delivery;

(b) in the case of pre-paid post, on the third working day after posting;

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

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

14. OWNER LIABILITY

15.1 Where there is more than one Owner of the Land, each Owner shall be jointly and severally liable under this Covenant.

Executed as a Deed

Signed by [the trustees of)
Te Ātiawa o Te Waka-a-Māui Trust])
as Owner in the presence of:) _____

_____
Signature of Witness

_____
Witness Name

_____
Occupation

_____
Address

5.4: TE TAI TAPU (ANATORI NORTH) CONSERVATION COVENANT

Signed by [the trustees of Ngāti Tama ki Te Waipounamu Trust] as Owner in the presence of:)

_____

_____
Signature of Witness

_____
Witness Name

_____
Occupation

_____
Address

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:)

_____

_____
Signature of Witness

_____
Witness Name

_____
Occupation

_____
Address

SCHEDULE 1

Description of Land:

Nelson Land District; Tasman District. 3.0311 hectares, more or less, being those parts of Section 3 SO 426795 shown as B and C on SO 426795.

Conservation Values of the Land to be protected:

The intrinsic value of natural and historic qualities of the Land, and the appreciation and recreational enjoyment that may be derived by the public from the opportunity to visit that area. The Land is part of the only stretch of protected native coastal vegetation between Mangarakau and the Anatori River Mouth, providing a pleasant coastal backdrop for visitors.

The natural resources on the Land, with particular regard to the indigenous flora and fauna, which need to be preserved as far as possible in their natural state.

The intrinsic value of historic resources on the Land, represented by historic and archaeological sites.

Reserve Values of Land to be protected:

To protect and enhance the natural character of the Land with particular regard to the indigenous flora and fauna. The Land contains regenerating lowland forest often of low stature as a result of prevailing coastal winds. The forest is diverse with all of the following species present in the canopy; hard beech, rimu, quintinia, flax clumps, nikau, manuka, kanuka, mahoe, mingimingi, northern rata, white climbing rata hummocks, silver tree fern, black tree fern, hinau, toro, kamahi, heketara, hutu, pigeonwood, red matipo, and kanono.

The Land also has significant areas of rank grass, and windshorn hummocks of climbing rata, flax, manuka, and where there is greater wind protection pockets of the taller lowland forest species listed above. The southern portion of the Land has a greater cover of taller forest of the species listed above and less low stature wind shorn vegetation. Pockets of grass are interspersed amongst clumps of regenerating forest.

Lowland forest birds are likely to be present including tui, bellbird, tomtit, greywarbler, silvereyes, with kaka, kea, kakarirki, falcon, as possible visitors.

SCHEDULE 2

Address for Service

The addresses for service of the Owner are:

[address for Te Ātiawa o Te Waka-a-Māui Trust details]

[address for Ngāti Tama ki Te Waipounamu Trust details]

The address for service of the Minister is:

c/- Area Manager, Golden Bay Area Office
62 Commercial Street
PO Box 166
Takaka 7142

Phone: +64 3 525 8026

Fax: +64 3 525 8444

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

5.5 HORI BAY RIGHT OF WAY EASEMENT

Clause 5.22.6

5.5: HORI BAY RIGHT OF WAY EASEMENT

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Nelson

BARCODE

Grantor *Surname must be underlined*

[THE TRUSTEES OF THE NGĀTI TAMA KI TE WAIPOUNAMU TRUST]

Grantee *Surname must be underlined*

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the **MINISTER OF CONSERVATION**

Grant* of easement or *profit à prendre* or creation or covenant

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

Dated this day of 20

Attestation

	Signed in my presence by the Grantor
	_____
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
_____	***Occupation***
Signature of [the trustees of the] Ngāti Tama ki te Waipounamu Trust as of Grantor	***Address***

	Signed in my presence by the Grantee
	_____
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
_____	***Occupation***
Signature [common seal] of Grantor	***Address***

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

[Solicitor for] the Grantee]

Annexure
Schedule 1

Easement instrument Dated Page 1 of 3 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	Marked "A" on SO 427909	Section 1 SO 427909	In Gross

Easements rights and powers (including terms, covenants, and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers **are varied** by the provisions set out in Annexure Schedule 2.

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

Annexure
Schedule 2

Easement instrument Dated Page 2 of 3 pages

Operative Clause

1 The Grantor transfers and grants to the Grantee in perpetuity a right of way easement in gross over the Servient Land on the terms, conditions, covenants and restrictions contained in this Easement.

Right of Way Easement Terms

2 The Grantee together with the employees, tenants, agents, workmen, licensees and invitees of the Grantee and any other person lawfully entitled (including the public) shall have the full free right, liberty and licence from time to time and at all times by day and by night to pass and repass, either on foot or with non-motorised vehicle over and along the Easement Land.

3 In exercising its rights under this Easement, the Grantee shall not interfere with the Grantor's use of the Easement Land.

4 The Grantee may not use the Easement Land or any part of the Easement Land other than for the purpose expressly set out in clause 2 of this Easement. In particular, the Grantee may not in any way obstruct the Easement Land.

5 Either or both the Grantee or Grantor may maintain an accessway on the Easement Land.

6 The cost of maintaining the accessway shall be borne by the parties in proportion to the amount, and nature, of their use of the Easement Land. Neither party shall be liable to contribute to the improvement of the easement in the event that improvement. If any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party causing damage to the Easement Land then the cost of such maintenance and repair shall be borne by the party that caused the damage.

7 The Grantee may contract with licensees and/or tenants on the dominant land requiring them to contribute, in whole or in part, to the maintenance of the easement

8. The Grantor shall not be responsible to the Grantee or to any other person for any loss or damage sustained by the Grantee or by any such person using any part of the Easement Land at its own risk in all respects.

General Terms

9 No power is implied for the Grantor to determine the Easement for breach of any provision (whether express or implied) or for any other cause, it being the intention of the parties that the rights granted under this Easement shall subsist for all time or until it is duly surrendered.

10 The covenants and powers contained in the Land Transfer Regulations 2002 in respect of easements shall apply to the extent that they are not expressly negatived in this Easement. The rights set out in Schedule 5 to the Property Law Act 2007 are excluded from this Easement.

Annexure
Schedule 2

Easement instrument Dated

Dispute Resolution

11 If any dispute arises between the Grantor and Grantee concerning the rights created by this Easement the parties shall enter into negotiations in good faith to resolve their dispute.

12 If the dispute cannot be resolved by the parties themselves then they shall explore whether the dispute can be resolved by use of an alternative dispute resolution technique.

13 If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the time being of the New Zealand Law Society in which the Servient Land is situated. Such arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution. The parties' execution of this Easement shall be deemed a submission to arbitration.

Interpretation

14 In these conditions, unless the context otherwise requires:

Easement means the right of way easement recorded by this easement instrument; and

Easement Land means that part of the land marked "A" on SO 427929.

15 In the interpretation of this Easement, unless the context otherwise requires:

15.1 the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Easement;

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

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

5.6 HORI BAY CONSERVATION COVENANT

Clause 5.22.6

HORI BAY CONSERVATION COVENANT

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

THIS DEED of COVENANT is made this day of 20

BETWEEN **[INSERT TRUSTEE NAMES OF THE NGĀTI TAMA KI TE WAIPOUNAMU TRUST]** (the Owner)

AND **MINISTER OF CONSERVATION** (the Minister)

BACKGROUND

A Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values. Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values

B The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [ ] and implemented by the [ ] Act [ ].

C The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the Land should be managed to protect those values.

D The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows:

1. INTERPRETATON

1.1 In this Covenant, unless the context otherwise requires:

"Conservation Purposes" means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.

"Conservation Values"	means the conservation values specified in Schedule 1.
"Covenant"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"Director-General"	means the Director-General of Conservation.
"Fence"	includes a gate
"Fire Authority"	means a fire authority as defined in the Forest and Rural Fires Act 1977.
"Land	means the land described in Schedule 1.
"Minerals"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"Reserve Values"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.

1.2.2 references to clauses are references to clauses in this Covenant.

1.2.3 references to parties are references to the Owner and the Minister.

1.2.4 words importing the singular number include the plural and vice versa.

1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the 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 must not be unreasonably withheld.

2. OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

2.1.1 for Conservation Purposes;

2.1.2 so as to preserve the Reserve Values;

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

3. IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or

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

3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;

3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;

3.1.6 any cultivation, earth works or other soil disturbances;

3.1.7 any archaeological or other scientific research involving disturbance of the soil;

3.1.8 the damming, diverting or taking of Natural Water;

3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;

3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;

3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.12 the erection of utility transmission lines across the Land.

3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:

3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;

3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;

3.2.3 keep the Land free from exotic tree species;

3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;

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

3.3 The Owner acknowledges that:

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

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

4. PUBLIC ACCESS

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

5. THE MINISTER'S OBLIGATION AND OTHER MATTERS

5.1 The Minister must:

5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

5.2 The Minister may:

5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

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

6. JOINT OBLIGATIONS

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

7. DURATION OF COVENANT

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

8. OBLIGATIONS ON SALE OF LAND

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9. CONSENTS

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

10. MISCELLANEOUS MATTERS

10.1 Rights

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

10.2 Trespass Act

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

10.2.2 For avoidance of doubt the rights described in clause 10.2.1 may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 **Reserves Act**

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

10.4 **Registration**

10.4.1 This Covenant must be signed by the parties and registered against the computer freehold register to the Land.

10.5 **Acceptance of Covenant**

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

10.6 **Fire**

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

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

(a) requested to do so; or

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

10.6.3 The assistance provided under clause 10.6.2 will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non-adherence to the conditions of the permit).

11. DEFAULT

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

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

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

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

11.2.1 advise the defaulting party of the default;

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

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

12. DISPUTE RESOLUTION PROCESSES

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

12.2 **Mediation**

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

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

12.3 **Failure of Mediation**

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

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

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

13. NOTICES

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

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

(a) in the case of personal delivery, on the date of delivery;

(b) in the case of pre-paid post, on the third working day after posting;

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

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

Executed as a Deed

Signed by [the trustees of Ngāti Tama ki Te Waipounamu Trust] as Owner in the presence of:)

_____

_____
Signature of Witness

_____
Witness Name

_____
Occupation

_____
Address

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:)

_____

_____
Signature of Witness

_____
Witness Name

_____
Occupation

_____
Address

SCHEDULE 1

Description of Land:

Nelson Land District; Nelson District. 112.0000 hectares, more or less, being Section 1 SO 427909.

Conservation Values of the Land to be protected:

The intrinsic value of natural and historic qualities of the land, and the appreciation and recreational enjoyment that may be derived by the public from the opportunity to visit that area. The Land provides a remote recreational area where visitors can access the coast for fishing and diving, normally only accessible by boat

The natural resources on the land, with particular regard to the indigenous flora and fauna, which need to be preserved as far as possible in their natural state.

The intrinsic value of historic resources on the land, represented by historic and archaeological sites.

Reserve Values of Land to be protected:

To protect and enhance the natural character of the Land with particular regard to the indigenous flora and fauna. Vegetation cover on moderate slopes around Hori Bay is a patchy mosaic of mahoe-broad leaved coastal forest and kanuka-broadleaved forest with open grassland and shrubland. Mature kanuka forest is gradually being replaced with mahoe and mixed broadleaved species. Sheltered slopes associated with the small catchment draining into Hori Bay contain seedling nikau, kaikomako, pigeonwood and tōtara and several patches of the ground fern Doodia australis which is rare in the South Island.

The coastal cliff systems South of Hori Bay are likely to be one of the best examples of their type within the context of Tasman Bay and within the Nelson City Council boundary. Cliff vegetation is composed of a mosaic of natural and modified plant communities. These are broadly Akiraho-Akeake shrubland and scrub, mixed shrubland-flax and rockland. These communities support a suite of exotic herbaceous and grass species and indigenous rockland species that include several rare and threatened plants. Melicytus crassifolis s.s. (Sparse; Declining), Melicytus aff. 'obovata Cook Strait' (Not Threatened; Declining), Wahlenbergia rupestris (Cook Strait endemic), Trisetum antarcticum (Gradual Decline; Declining; a Cook Strait endemic).

Threats to native vegetation include Old Mans Beard (scattered throughout the vegetation mosaic and extensive patches occur on slopes overlooking Whangamoa River Mouth to the north, extensive control in the past), Mexican daisy (considered beyond control), pampas (isolated batches), wilding pines and gorse (particularly around carpark) and buddleia. Fire is also a very real threat.

To protect the landscape amenity of the Land. The access road to the Land provides extensive sea views and the Land with its coastal cliffs, vegetated slopes and sheltered bay provide a scenic backdrop to boat users in the area.

SCHEDULE 2

Address for Service

The address for service of the Owner is:

[insert details]

The address for service of the Minister is:

c/- Area Manager, Motueka Area Office
Department of Conservation
Cnr King Edward and High Streets
Motueka 7120
PO Box 97
Motueka 7143

Phone: +64 3 528 1810

Fax: +64 3 528 1811

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

6. LEASES FOR LEASEBACK PROPERTIES

6.1 LEASE FOR GOLDEN BAY HIGH SCHOOL

6.1: LEASE FOR THE MINISTRY OF EDUCATION LEASEBACK PROPERTIES

WITHOUT PREJUDICE and SUBJECT TO APPROVAL BY MINISTER
Draft as at 29 September 2011

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

MEMORANDUM OF LEASE dated [ ]

LESSOR [THE TRUSTEES OF TE ĀTIAWA O TE WAKA-A-MĀUI TRUST AND NGĀTI TAMA KI TE WAIPOUNAMU TRUST]

LESSEE HER MAJESTY THE QUEEN acting by and through the Secretary for Education

A The purpose of this Lease is to give effect to the signed Deeds of Settlement between Te Ātiawa o Te Waka-a-Māui, Te Ātiawa o Te Waka-a-Māui Trust and the Crown and Ngāti Tama ki Te Tau Ihu, Ngāti Tama ki Te Waipounamu Trust and the Crown, under which the parties agreed to sell the Land to the trustees of the Te Ātiawa o Te Waka-a-Māui Trust and Ngāti Tama ki Te Waipounamu Trust as tenants in common, each holding a one-half share, and lease it back to the Crown.

B The Lessor owns the Land described in Item 1 of Schedule Ā.

C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.

D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.

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

[SIGNED on behalf of the Lessor by]

[SIGNED on behalf of the Lessee by]

6.1: LEASE FOR THE MINISTRY OF EDUCATION LEASEBACK PROPERTIES

SCHEDULE A

ITEM 1 THE LAND

Part Lot 4 Section G Takaka District comprising 0.1720 hectares, more or less, as described in CFR NL 157/83 and Part Lot 4 Section G Takaka District comprising 0.7479 hectares, more or less, as described in Proclamation 2109, but excluding Lessee's Improvements.

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 any 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.

ITEM 9 LESSEE'S IMPROVEMENTS

As defined in clause 1.9 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, contractor or sublessee or licensee of the Lessee on the Land].

ITEM 10 CLAUSE 16.5 NOTICE

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

And to: *The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6011 ("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 to the Lease attached to this Notice which the Lender acknowledges will be for its benefit:

(i) *It has notice of the provisions of clause 16.5 of the Lease; and*

(ii) *It agrees that any Lessee's Improvements (as defined in the Lease) placed on the Land by the Lessee at any time before or during the Lease shall remain the Lessee's property at all times; and*

(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; and*

(iv) *It agrees that this acknowledgement is irrevocable.*

SCHEDULE

[ ]

_____

[Form of execution by Lender]

_____

[Date]

ITEM 11 CLAUSE 16.6 NOTICE

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

And to: *The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6011 ("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 to the Lease attached to this Notice) it had notice of and agreed to be bound by the provisions of clause 16.6 of the Lease 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 (as defined in the Lease) at any time; and*

(ii) *acknowledges that any Lessee's Improvements remain the Lessee's property at all times.*

SCHEDULE

[ ]

_____

[Form of execution by Lender]

_____

[Date]

SCHEDULE B

1 Definitions

1.1 The term "**Lessor**" includes and binds:

(a) the persons executing this Lease as Lessor; and

(b) any Lessor for the time being under the Lease; and

(c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term "**Lessee**" includes and binds:

(a) the person executing this Lease as Lessee; and

(b) all the Lessees for the time being under the Lease; and

(c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.3 "**Business Day**" means a day that is not:

(a) a Saturday or Sunday; or

(b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; or

(c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or

(d) the days observed as the anniversaries of the provinces of Nelson and Wellington.

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

1.5 "**Crown Body**" means:

(a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and

(b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and

(c) the New Zealand Railways Corporation; and

(d) a company or body that is wholly owned or controlled by one or more of the following:

(i) the Crown;

(ii) a Crown entity;

(iii) a State enterprise;

(iv) the New Zealand Railways Corporation; and

(e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).

1.6 "**Department**" has the meaning given in section 2 of the Public Finance Act 1989.

1.7 "**Education Purposes**" means any or all lawful activities necessary for, or reasonably related to, the provision of education.

1.8 "**Legislation**" means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.

1.9 "**Lessee's Improvements**" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.

1.10 "**Lessee's property**" includes property owned wholly or partly by a sublessee or licensee of the Lessee.

1.11 "**Maintenance**" includes repair.

1.12 "**Public Work**" has the meaning given in section 2 of the Public Works Act 1981.

1.13 "**Sublet**" and "**Sub**lease" include the granting of a licence to occupy the Land or part of it.

2 Payment of Annual Rent

2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.

2.2 The initial Annual Rent payable at the Start Date will be set at 6.25% of the Transfer Value of the Land as defined in clause 2.3.

2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

3 Rent Review

When a party initiates the rent review process as set out in clause 3.5:

3.1 At each rent review the Annual Rent will be calculated at 6.25% of the value calculated at the midpoint between the Current Market Value of the Land as a School Site set out in clause 3.2 and the Nominal Value as set out in clause 3.4.

3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1 above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.

3.3 The highest and best use referred to in clause 3.2 is to be based on the zoning for the Land in force at the beginning of that Term.

3.4 The Nominal value is:

(a) for the first Rent Review Date: a value based on 4% growth per annum of the Transfer Value of the Land

(b) for subsequent Rent Review Dates: a value based on 4% growth per annum of the reset value fixed under clause 3.1 above.

3.5 The rent review process will be as follows:

(a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.

(b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.

(c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must be supported by a registered valuer's certificate.

(d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.

(e) The parties must try to agree on a new Annual Rent.

(f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:

(i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration in accordance with clause 31; or

(ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.

(g) Within 10 Business Days of the agreement referred to in subclause (f)(ii) each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.

(h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.

(i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.

(j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.

(k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.

(l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date. Any shortfall in, or overpayment of, Annual Rent from the Rent Review Date until the date of agreement or determination of that rent shall be paid by the Lessee or, as the case may be, repaid by the Lessor within 10 Business Days of that agreement or determination.

(m) The rent review provisions may be varied by the parties by agreement and must be recorded in a variation of this Lease.

4 Payment of Lessee Outgoings

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

5 Valuation Roll

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

6 Utility Charges

6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.

6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.

6.3 If required to do so by the Lessor or any territorial or local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

7 Goods and Services Tax

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

8 Interest

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

9 Permitted Use of Land

9.1 The Land may be used for:

(a) Education Purposes; and/or

(b) any other Public Work, including any lawful secondary or incidental use, PROVIDED THAT any such Public Work or use is:

(i) required for wider social and health initiatives that complement the school; and

(ii) compatible with the core use of the Land as a school site.

10 Designation

10.1 The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease. The Lessor may specify in writing no less than three (3) months prior to the expiry of the Lease that a change of any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land is required, and the Lessee shall be obliged to obtain any such change.

11 Compliance with Law

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

12 Hazards

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

12. 2 Subject to clause 13.1, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to

remediate any hazards as soon as possible. The Lessee must notify the Lessor of any such event without delay.

13 Damage or Destruction

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

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

14 Contamination

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

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

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

15 Easements

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

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

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

15.4 When the Lease ends the Lessee must transfer to the Lessor for nil consideration any consent, permit, use right or any other right to take water from the Land (whether such water is located on the surface of the Land or underneath it).

16 Lessee's Improvements

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

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

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

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

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

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

16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.

16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.

16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

17 Rubbish Removal

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

18 Signs

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

19 Insurance

19.1 The Lessee is responsible for insuring or self-insuring any Lessee's Improvements on the Land.

19.2 The Lessee must ensure that any third party which is not a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

20 Fencing

20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.

20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

21 Quiet Enjoyment

21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.

21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

22 Assignment

22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:

(a) any Department or Crown Body; or

(b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).

22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.

22.4 If the Lessee proposes to enter into any assignment in which the Land will no longer be used for Education Purposes, the Lessor may, as a precondition to the grant of its consent, require the assignee to renegotiate in good faith the provisions of this Lease.

23 Subletting

23.1 Provided that the Land continues to be used for the Permitted Use, the Lessee has the right to sublet its interest under the Lease without the Lessor's consent to:

(a) any Department or Crown Body; or

(b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

23.2 If the Lessee wishes to sublet the Lease to any party which is not a Permitted Use it must first seek the Lessor's consent (which will not be unreasonably withheld).

24 Occupancy by School Board of Trustees

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

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

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

25 Lessee Break Option

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

25.2 For the initial term only, if the leases for more than 25% of the school sites or more than one school site, whichever is the greater, held or previously held with each Lessor, have been ended by the Lessee at the date of the notice in writing in clause 25.1, then the Lessee will pay a further 24 months' rent to the relevant Lessor in addition to the 12 months specified in clause 25.1.

26 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.

27 Notice of Breach

27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of

the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

(a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or

(b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or

(c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

28 Renewal

28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed in perpetuity every 21 years beginning with the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the current Lease Term that it does not wish the Lease to be renewed.

28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of renewal, provided that either party may initiate the rent review process in accordance with clause 3.

29 Right of First Refusal for Lessor's Interest

29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must within a reasonable time give written notice (Lessor's Notice) to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.

29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor (Lessee's Notice) accepting the offer contained in the Lessor's Notice.

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

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

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

(a) to a wholly owned subsidiary of the Lessor;

(b) to a successor in title to the Lessor following its restructure, reorganisation or dissolution; or

(c) from one joint lessor to the other joint lessor,

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

30 Entire Agreement

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

31 Disputes

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.

32 Service of Notices

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

The Secretary for Education
Ministry of Education
PO Box 1666
WELLINGTON 6011

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

Te Ātiawa o Te Waka-a-Māui Trust
Ngāti Tama ki Te Waipounamu Trust
c/- WHK Limited
PO Box 10
NELSON 7040

32.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

33 Registration of Lease

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

34 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.

6.1: LEASE FOR THE MINISTRY OF EDUCATION LEASEBACK PROPERTIES

LESSOR:

[THE TRUSTEES OF THE NGATI TAMA KI TE WAIPOUNAMU TRUST AND THE TE ĀTIAWA O TE WAKA-A-MĀUI TRUST]

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

6.2 LEASE FOR THE MINISTRY OF EDUCATION DEFERRED SELECTION PROPERTIES

WITHOUT PREJUDICE and SUBJECT TO APPROVAL BY MINISTER
Draft template as at 4 October 2011

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

MEMORANDUM OF LEASE dated [ ]

LESSOR **[TRUSTEES OF NGĀTI TAMA KI TE WAIPOUNAMU TRUST]**

LESSEE **HER MAJESTY THE QUEEN** acting by and through the Secretary for Education

A The purpose of this Lease is to give effect to the signed Deed of Settlement between Ngāti Tama ki Te Tau Ihu, Ngāti Tama ki Te Waipounamu Trust and the Crown, under which the parties agreed to sell the Land to the Ngāti Tama ki Te Waipounamu Trust and lease it back to the Crown.

B The Lessor owns the Land described in Item 1 of Schedule A.

C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.

D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.

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

[SIGNED on behalf of the Lessor by]

[SIGNED on behalf of the Lessee by]

6.2: LEASE FOR THE MINISTRY OF EDUCATION DEFERRED SELECTION PROPERTIES

SCHEDULE A

ITEM 1 THE LAND

[Insert legal description of Land]

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 any 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.

ITEM 9 LESSEE'S IMPROVEMENTS

As defined in clause 1.9 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, contractor or sublessee or licensee of the Lessee on the Land].

ITEM 10 CLAUSE 16.5 NOTICE

To: *[Post-Settlement Governance Entity] ("the Lessor')*

And to: *The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6011 ("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 to the Lease attached to this Notice which the Lender acknowledges will be for its benefit:

(i) *It has notice of the provisions of clause 16.5 of the Lease; and*

(ii) *It agrees that any Lessee's Improvements (as defined in the Lease) placed on the Land by the Lessee at any time before or during the Lease shall remain the Lessee's property at all times; and*

(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; and*

(iv) *It agrees that this acknowledgement is irrevocable.*

SCHEDULE

[ ]

_____

[Form of execution by Lender]

_____

[Date]

ITEM 11 CLAUSE 16.6 NOTICE

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

And to: *The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6011 ("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 to the Lease attached to this Notice) it had notice of and agreed to be bound by the provisions of clause 16.6 of the Lease 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 (as defined in the Lease) at any time; and*

(ii) *acknowledges that any Lessee's Improvements remain the Lessee's property at all times.*

SCHEDULE

[ ]

_____

[Form of execution by Lender]

_____

[Date]

SCHEDULE B

1 Definitions

1.1 The term "**Lessor**" includes and binds:

(a) the persons executing this Lease as Lessor; and

(b) any Lessor for the time being under the Lease; and

(c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term "**Lessee**" includes and binds:

(a) the person executing this Lease as Lessee; and

(b) all the Lessees for the time being under the Lease; and

(c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.3 "**Business Day**" means a day that is not:

(a) a Saturday or Sunday; or

(b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; or

(c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or

(d) the days observed as the anniversaries of the provinces of Nelson and Wellington.

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

1.5 "**Crown Body**" means:

(a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and

(b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and

(c) the New Zealand Railways Corporation; and

(d) a company or body that is wholly owned or controlled by one or more of the following:

(i) the Crown;

(ii) a Crown entity;

(iii) a State enterprise;

(iv) the New Zealand Railways Corporation; and

(e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).

1.6 "**Department**" has the meaning given in section 2 of the Public Finance Act 1989.

1.7 "**Education Purposes**" means any or all lawful activities necessary for, or reasonably related to, the provision of education.

1.8 "**Legislation**" means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.

1.9 "**Lessee's Improvements**" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.

1.10 "**Lessee's property**" includes property owned wholly or partly by a sublessee or licensee of the Lessee.

1.11 "**Maintenance**" includes repair.

1.12 "**Public Work**" has the meaning given in section 2 of the Public Works Act 1981.

1.13 "**Sublet**" and "**Sublease**" include the granting of a licence to occupy the Land or part of it.

2 Payment of Annual Rent

2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.

2.2 The initial Annual Rent payable at the Start Date will be set at 6.25% of the Transfer Value of the Land as defined in clause 2.3.

2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

3 Rent Review

When a party initiates the rent review process as set out in clause 3.5:

3.1 At each rent review the Annual Rent will be calculated at 6.25% of the value calculated at the midpoint between the Current Market Value of the Land as a School Site set out in clause 3.2 and the Nominal Value as set out in clause 3.4.

3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1 above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.

3.3 The highest and best use referred to in clause 3.2 is to be based on the zoning for the Land in force at the beginning of that Term.

3.4 The Nominal value is:

(a) for the first Rent Review Date: a value based on 4% growth per annum of the Transfer Value of the Land

(b) for subsequent Rent Review Dates: a value based on 4% growth per annum of the reset value fixed under clause 3.1 above.

3.5 The rent review process will be as follows:

(a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.

(b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.

(c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must be supported by a registered valuer's certificate.

(d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.

(e) The parties must try to agree on a new Annual Rent.

(f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:

(i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration in accordance with clause 31; or

(ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.

(g) Within 10 Business Days of the agreement referred to in subclause (f)(ii) each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.

(h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.

(i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.

(j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.

(k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.

(l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date. Any shortfall in, or overpayment of, Annual Rent from the Rent Review Date until the date of agreement or determination of that rent shall be paid by the Lessee or, as the case may be, repaid by the Lessor within 10 Business Days of that agreement or determination.

(m) The rent review provisions may be varied by the parties by agreement and must be recorded in a variation of this Lease.

4 Payment of Lessee Outgoings

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

5 Valuation Roll

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

6 Utility Charges

6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.

6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.

6.3 If required to do so by the Lessor or any territorial or local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

7 Goods and Services Tax

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

8 Interest

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

9 Permitted Use of Land

9.1 The Land may be used for:

(a) Education Purposes; and/or

(b) any other Public Work, including any lawful secondary or incidental use, PROVIDED THAT any such Public Work or use is:

(i) required for wider social and health initiatives that complement the school; and

(ii) compatible with the core use of the Land as a school site.

10 Designation

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease. The Lessor may specify in writing no less than three (3) months prior to the expiry of the Lease that a change of any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land is required, and the Lessee shall be obliged to obtain any such change.

11 Compliance with Law

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

12 Hazards

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

12. 2 Subject to clause 13.1, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible. The Lessee must notify the Lessor of any such event without delay.

13 Damage or Destruction

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

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

14 Contamination

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

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

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

15 Easements

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

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

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

15.4 When the Lease ends the Lessee must transfer to the Lessor for nil consideration any consent, permit, use right or any other right to take water from the Land (whether such water is located on the surface of the Land or underneath it).

16 Lessee's Improvements

16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the Land will remain unaffected by the sale of

the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.

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

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

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

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

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

16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.

16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.

16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

17 Rubbish Removal

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

18 Signs

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

19 Insurance

19.1 The Lessee is responsible for insuring or self-insuring any Lessee's Improvements on the Land.

19.2 The Lessee must ensure that any third party which is not a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

20 Fencing

20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.

20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

21 Quiet Enjoyment

21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.

21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

22 Assignment

22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:

(a) any Department or Crown Body; or

(b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).

22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.

22.4 If the Lessee proposes to enter into any assignment in which the Land will no longer be used for Education Purposes, the Lessor may, as a precondition to the grant of its consent, require the assignee to renegotiate in good faith the provisions of this Lease.

23 Subletting

23.1 Provided that the Land continues to be used for the Permitted Use, the Lessee has the right to sublet its interest under the Lease without the Lessor's consent to:

(a) any Department or Crown Body; or

(b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

23.2 If the Lessee wishes to sublet the Lease to any party which is not a Permitted Use it must first seek the Lessor's consent (which will not be unreasonably withheld).

24 Occupancy by School Board of Trustees

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

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

24. 3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education Act 1989 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

25 Lessee Break Option

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

25.2 For the initial term only, if the leases for more than 25% of the school sites or more than one school site, whichever is the greater, held or previously held with each Lessor, have been ended by the Lessee at the date of the notice in writing in clause 25.1, then the Lessee will pay a further 24 months' rent to the relevant Lessor in addition to the 12 months specified in clause 25.1.

26 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.

27 Notice of Breach

27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of

the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

(a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or

(b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or

(c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

28 Renewal

28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed in perpetuity every 21 years beginning with the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the current Lease Term that it does not wish the Lease to be renewed.

28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of renewal, provided that either party may initiate the rent review process in accordance with clause 3.

29 Right of First Refusal for Lessor's Interest

29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must within a reasonable time give written notice (Lessor's Notice) to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.

29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor (Lessee's Notice) accepting the offer contained in the Lessor's Notice.

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

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

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

(a) to a wholly owned subsidiary of the Lessor; or

(b) to a successor in title to the Lessor following its restructure, reorganisation or dissolution;

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

30 Entire Agreement

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

31 Disputes

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.

32 Service of Notices

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

The Secretary for Education
Ministry of Education
PO Box 1666
WELLINGTON 6011

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

Ngāti Tama ki Te Waipounamu Trust
c/- WHK Limited
PO Box 10
NELSON 7040

32.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

33 Registration of Lease

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

34 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.

6.2: LEASE FOR THE MINISTRY OF EDUCATION DEFERRED SELECTION PROPERTIES

LESSOR:

[THE TRUSTEES OF NGĀTI TAMA KI TE WAIPOUNAMU TRUST]

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

7. ENCUMBRANCES FOR LICENSED LAND PROPERTIES

7.1 TYPE A ENCUMBRANCE

7.1: TYPE A ENCUMBRANCE

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

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

BARCODE

Grantor *Surname must be underlined or in CAPITALS*

[Names of Trustees of the Trust[s] to be inserted]

Grantee *Surname must be underlined*

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the **MINISTER OF CONSERVATION**

Grant of easement or profit *à* prendre or creation or covenant

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

Dated this day of 20

Attestation

	Signed in my presence by the Grantor _____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* *Witness name* *Occupation* *Address*
_____ Signature of [common seal] of Grantor	

	Signed in my presence by the Grantee _____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* *Witness name* *Occupation* *Address*
_____ Signature of [common seal] of Grantee	

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

[Solicitor for] the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

7.1: TYPE A ENCUMBRANCE

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

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

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

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**] ~~**[negatived]**~~ ~~**[added to]**~~ or ~~**[substituted]**~~ by:

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

[the provisions set out in Annexure Schedule 2].

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

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

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

[Annexure Schedule 2].

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

7.1: TYPE A ENCUMBRANCE

Approved by Registrar-General of Land under No. 2003/5041

Annexure Schedule

Insert type of instrument

Easement - Type A	Dated		Page 1 of 7 pages

(Continue in additional Annexure Schedule, if required.)

1 **DEFINITIONS AND CONSTRUCTION**

1.1 **Definitions:**

In this Easement Instrument, unless the context otherwise requires:

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

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

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

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

1.2 **Construction**

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

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

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

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and 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 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.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Approved by Registrar-General of Land under No. 2003/5041

Annexure Schedule

Insert type of instrument

Easement - Type A	Dated		Page 2 of 7 pages

(Continue in additional Annexure Schedule, if required.)

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

(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.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

7.1: TYPE A ENCUMBRANCE

Approved by Registrar-General of Land under No. 2003/5041

Annexure Schedule

Insert type of instrument

Easement - Type A	Dated		Page	3	of	7	pages

(Continue in additional Annexure Schedule, if required.)

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

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Approved by Registrar-General of Land under No. 2003/5041

Annexure Schedule

Insert type of instrument

Easement- Type A	Dated		Page	4	of	7	pages

(Continue in additional Annexure Schedule, if required.)

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 their solicitors must put their signatures or initials here.

7.1: TYPE A ENCUMBRANCE

Approved by Registrar-General of Land under No. 2003/5041
Annexure Schedule

Insert type of instrument

Easement- Type A	Dated		Page	5	of	7	pages

(Continue in additional Annexure Schedule, if required.)

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 the 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

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

7.1: TYPE A ENCUMBRANCE

Approved by Registrar-General of Land under No. 2003/5041

Annexure Schedule

Insert type of instrument

Easement- Type A	Dated		Page 6 of 7 pages

(Continue in additional Annexure Schedule, if required.)

appointed person shall 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 their solicitors must put their signatures or initials here.

7.1: TYPE A ENCUMBRANCE

Approved by Registrar-General of Land under No. 2003/5041

Annexure Schedule

Insert type of instrument

Easement - Type A | Dated | | Page 7 of 7 pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Attestation"

SIGNED [by the trustees of the Trust[s] as Grantor by:
[ ]
in the presence of: _____

Signature of witness

Witness name

Occupation

Address

SIGNED for and on behalf of **HER MAJESTY THE QUEEN** as Grantee by:
[ ]
Conservator for the [ ] Conservancy acting for the Minister of Conservation under delegated authority pursuant to sections 57 and 58 f the Conservation Act 1987 and section 41 of the State Sector Act 1988, in the presence of: _____

Signature of witness

Witness name

Occupation

Address

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

7.2 TYPE B ENCUMBRANCE

7.2: TYPE B ENCUMBRANCE

Date

PARTIES

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

2 [as trustees of the [Trusts]] (the **"Grantee"**)

BACKGROUND

A. The Grantee wishes to enter upon and cross the Grantor's Land for the purpose of gaining access to and egress from the Grantee's Land (as herein defined).

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

BY THIS DEED IT IS AGREED AND DECLARED as follows:

1 **DEFINITIONS AND CONSTRUCTION**

1.1 Definitions

In this Deed, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

1.2 **Construction**

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

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

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

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

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

2 **GRANT OF ACCESS RIGHTS**

2.1 Pursuant to section [**enter appropriate section and title of settlement legislation**] the Grantor hereby grants to the Grantee a right of way over that part of the Grantor's Land shown marked [ ] 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 negatived 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;

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

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

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

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

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

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

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

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

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

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

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

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

3.7.1 widen the road; or

3.1.2 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.

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;

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

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

10 SEVERABILITY

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

11 DISPUTES RESOLUTION

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

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

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

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

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

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

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
as Grantor by:)
[ ]) _____
in the presence of:)
)
)
)
)
)
)

_____
Signature of witness

_____
Witness name

_____
Occupation

_____
Address

SIGNED by the trustees of the [Trusts])
as Grantee by:)
[ ])
in the presence of:) _____

_____
Signature of witness

_____
Witness name

_____
Occupation

_____
Address

7.2: TYPE B ENCUMBRANCE

FIRST SCHEDULE

1. **GRANTOR'S LAND**:

   [enter details]

2. **GRANTOR'S ADDRESS**:

   Department of Conservation

3. **GRANTEE'S LAND**:

   [enter details]

4. **GRANTEE'S ADDRESS**:

   [Trusts]

8. NGĀTI TAMA KI TE TAU IHU TŪPUNA

8: NGĀTI TAMA KI TE TAU IHU TŪPUNA

The tūpuna referred to in clause 8.8.4(a) are:

Amiria Te Kou
Aperahama Te Matemate
Aperahama Te Weta
Arihia (Kauhoe)
Eruera Te Rauhihi
Eruini Tou
Haehaeora
Haereiti
Haimona Pita Taitea
Hakaraia
Hamahona
Hamiora Haeana
Hapimana Ngapiko
Hararei Karehana
Harawira Maketu
Harawira Te Waewae
Haumiti
Hemi Te Horo
Henare Ngakuti
Henare Te Paea
Henare Te Ranga
Henere Wiremu
Heni Ngarewai
Heni Paramena
Hera Pohue
Herehere
Herewini Ngapiko
Herewini Te Kohuwero
Herewini Te Roha
Heta Takirau
Hihi
Hira Watino
Hirini Te Kaho
Hoani Pirika
Hoani Taitapu
Hoani Te Wakatu
Hohaia Rangirunga
Hohaia Tamihana
Hohepa Moko
Hone Kaiaia
Hone Mokoera
Hone Ngapiko
Hone Retimana
Hone Riwha
Honiana Tumaro
Hori
Hori Te Karamu
Horina Hurumaui
Ihakara Tairehe
Iharaira
Inia Ohau
Inia Te Hunahuna
Kahiwa
Kararu
Kataraina Moari
Kawa Inia Ohau
Kawana Kerei Poharu
Kerei
Kereopa Te Tapuhi
Kiriona
Maaka Ngaru
Makareta Te Wakatu
Manihera Te Aomarama
Manihera Te Whitu
Mata Munu
Matana Te Maranga
Matiria Parekura
Matiu Te Kanewa
Matua
Meihana Teoti
Meihana Te Hukutara
Meira Meira
Mere Mataitua
Mere Riwha
Miria Aomarama
Miria Ngakapi
Miriama Konehu
Moko Tairehe (Tapapa)
Ngahopi
Ngawhakawa
Ngawhatitoka
Oriwia Hukeke
Pakawau
Paramena Ngangarangi
Paramena Ngawarangi
Paramena Haereiti
Paraone Te Arapiu
Paratene Kaipara
Paratene Te Pena
Parau Haereiti
Parehure
Parekura a.k.a. Parehure
Patahi
Ruka Tairehe

8: NGĀTI TAMA KI TE TAU IHU TŪPUNA

Paturau
Pehama
Pene
Pene Retimana
Pene Te Ao Te Rangi
Penehaumine Mitikakau
Pirihira Tutari
Pirika Tanginui
Pirimona
Poharo
Pohipohi
Pou
Pou
Puku Ringahuri
Purutapu
Raharuhi
Raharuhi Renata
Ramari Herewini
Rameka Te Ketu
Rameka Te Paea
Rangimihia
Rautaami
Rawinia Pore
Rawiri Whatawharangi
Rawiri
Rawiri Kiaka
Rawiri Tamaiti
Rawiri Te Rauhihi
Rawiri Watino
Repo
Repoiti
Reporoa
Retimana Ngaparu
Retimana Te Rei
Retimana Te Whare Mamaku
Rewa (Pewa)
Ringahuri
Ripeka Koia
Ripene Paremata
Ripene Tupahau
Riria Te Wakatu
Riria Wikiato
Rita Riwai
Riwai Haereiti
Riwai Tauri
Roharutu Te Wakatu
Roihi
Romatiki
Teone Riwha
Tepene Rakaherea
Ruka Tangata Ke
Simeon Te Wehi
Taare Taia
Tahana Rerengaio
Taia Tairehe
Taiata
Takarei Pairata
Takarei Te Whareaitu
Takarei Tuturau
Tamariki
Tamati Pirimona Marino
Tamati Te Kohu
Tamihana Eruini
Tamihana Ngape
Tamihana Pari
Tamihana Pore
Tango
Tapapa
Tare Te Kaui
Tare Waiti Te Kaini
Taringa
Te Hawera
Te Iringa
Te Kahui
Te Kapenga
Te Manihera Pikiwati
Te Meihana Te Aho
Te Moko Manumano
Te Moko Kikikiki
Te Pou Whero
Te Puoho Ki Te Rangi
Te Ranginohokau
Te Rangitakaroro
Te Rangitukua Putangitangi
Te Rei Nganiho
Te Rei Haehaeora
Te Rei Te Wharau
Te Tahana Kauhata
Te Uakihi
Te Umu Pounamu
Te Watene Hoko
Te Whareangi
Te Huruhuru
Te Kakari
Tei
Teira Tamarau
Teone Ngaparu
Teone Retimana

8: NGĀTI TAMA KI TE TAU IHU TŪPUNA

Tikawe
Tipene Paremata
Toea
Toiri
Toto
Tupara
Ururenoa
Wahapiro Paremata
Waihi
Waka Kauri
Waka Rawiri
Wakaupa
Warena
Watene Te Manea
Whakaewa
Whakaotirunga
Wharemate Te Moa
Whareponga
Whatawharangi
Wi Katene Te Puoho
Wi Ngaparu Tairehe
Wi Piti
Wi Rape Takarangi
Wikiriwha
Wiremu Paratene Te Wakamatau
Wirihana Kaiwhakawa

8: NGĀTI TAMA KI TE TAU IHU TŪPUNA

9. DEED OF COVENANT

NGĀTI TAMA KI TE WAIPOUNAMU TRUST

and

THE CROWN

DEED OF COVENANT

DEED OF COVENANT

PARTIES

(1) **NGĀTI TAMA KI TE WAIPOUNAMU TRUST**

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

BACKGROUND

A. Under a Deed of Settlement dated 20 April 2013 between Ngāti Tama ki Te Tau Ihu and the Crown, the Crown agreed to provide certain redress to the Ngāti Tama ki Te Waipounamu Trust, which was to be established by Ngāti Tama ki Te Tau Ihu, subject to certain terms and conditions specified in the Deed of Settlement.

B. The Ngāti Tama ki Te Waipounamu Trust was established on [date] by Ngāti Tama ki Te Tau Ihu in accordance with clause 7.1.1 of the Deed of Settlement to receive the redress to be provided by the Crown under the Deed of Settlement.

C. As required by clause 7.1.2 of the Deed of Settlement, the Ngāti Tama ki Te Waipounamu Trust covenants with the Crown as set out in this Deed.

NOW THE NGĀTI TAMA KI TE WAIPOUNAMU TRUST AGREES with the Crown as follows:

1 NGĀTI TAMA KI TE WAIPOUNAMU TRUST'S COVENANT

1.1 The Ngāti Tama ki Te Waipounamu Trust covenants with the Crown that from the date of this Deed the Ngāti Tama ki Te Waipounamu Trust:

(a) is a party to the Deed of Settlement as if it had been named as a party to the Deed of Settlement and had executed it;

(b) will observe and perform all the obligations of the Ngāti Tama ki Te Waipounamu Trust under the Deed of Settlement; and

(c) is bound by the terms of the Deed of Settlement.

1.2 The Ngāti Tama ki Te Waipounamu Trust ratifies and confirms all acknowledgements and agreements made in the Deed of Settlement and all rights and powers exercised, all waivers given, all amendments agreed to, and any other actions taken in relation to the Deed of Settlement by Ngāti Tama ki Te Tau Ihu and by the mandated negotiator and agrees to be bound by them.

2 CONFIRMATION BY CROWN

2.1 The Crown, by signing this Deed, confirms that it is satisfied that the Ngāti Tama ki Te Waipounamu Trust is an appropriate body to which the Crown will provide the redress under this Deed.

3 INTERPRETATION

3.1 In this Deed, unless the context otherwise requires Deed of Settlement means the deed referred to in Background A.

3.2 Terms defined in the Deed of Settlement have the same meanings in this Deed, unless the context requires otherwise.

3.3 The rules of interpretation set out in clause 8.10 of the Deed of Settlement apply in the interpretation of this Deed.

SIGNED on 2013)
for and on behalf of the **NGĀTI TAMA KI TE**)
WAIPOUNAMU TRUST by the Ngāti Tama ki)
Te Waipounamu trustees in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

Frederick Te Miha

John Ward-Holmes

Margaret Little

Robert McKewen

Hinga Te Miha

Anthony Little

Andrew Stephens

SIGNED on 2013)
for and on behalf of **THE CROWN**)
by the Minister for Treaty of Waitangi)
Negotiations in the presence of:)

Hon Christopher Finlayson

Signature of Witness

Witness Name

Occupation

Address