NGĀTI KUIA

and

TE RUNANGA O NGĀTI KUIA TRUST

and

THE CROWN

TE WHAKATAU / DEED OF SETTLEMENT SCHEDULE: DOCUMENTS

TABLE OF CONTENTS

1. WHENUA RĀHUI 3
1.1 WHENUA RĀHUI CREATED OVER NGĀ MOTUTAPU TITI (TITI ISLAND NATURE RESERVE AND CHETWODE ISLAND NATURE RESERVE) 4
1.2 WHENUA RĀHUI CREATED OVER TE PĀKEKA (MAUD ISLAND - TOM SHAND SCIENTIFIC RESERVE) 8
2. STATEMENTS OF ASSOCIATION 11
2.1 STATEMENT OF COASTAL VALUES 33
2.2 STATEMENT OF ASSOCIATION WITH PAKOHE 36
3. POU WHAKĀRO (DEEDS OF RECOGNITION) 38
4. PROTOCOLS 50
4.1 CONSERVATION PROTOCOL 51
4.2 FISHERIES PROTOCOL 67
4.3 TAONGA TŪTURU PROTOCOL 78
4.4 MINERALS PROTOCOL 89
5. ENCUMBRANCES 98
5.1 TITIRAUKAWA (PELORUS BRIDGE) WATER EASEMENT 99
5.2 TITIRAUKAWA (PELORUS BRIDGE) RIGHT OF WAY EASEMENT 106
5.3 TĪTĪRANGI BAY CONSERVATION COVENANT 111
5.4 TĪTĪRANGI BAY SITE RIGHT OF WAY EASEMENT 126
5.5 WAIMEA PĀ (APPLEBY SCHOOL), TE HORA (CANVASTOWN SCHOOL) LEASE AND STANDARD LEASE FOR A DEFERRED SELECTION PROPERTY LEASEBACK TO THE MINISTRY OF EDUCATION 131
5.6 MOENUI ACCESS EASEMENT 150
5.7 MOENUI WATER EASEMENT 155
5.8 MOENUI ELECTRICITY EASEMENT 162

1. WHENUA RĀHUI

1.1 WHENUA RĀHUI CREATED OVER NGĀ MOTUTAPU TITI (TITI ISLAND NATURE RESERVE AND CHETWODE ISLAND NATURE RESERVE)

Clause 5.1.1(a)

1.1: WHENUA RĀHUI CREATED OVER NGĀ MOTUTAPU TITI (TITI ISLAND NATURE RESERVE AND CHETWODE ISLAND NATURE RESERVE)

1. LEGAL DESCRIPTION OF AREA

1.1 Titi Island Nature Reserve and Chetwode Island Nature Reserve (Ngā Motutapu Titi), as shown on OTS-099-29, Nature Reserve Block XXIII and Nature Reserve Block XXVI Gore Survey District, and associated rocks.

2. PREAMBLE

2.1 Pursuant to section 54 of the draft settlement bill (clause 5.1.2 of Te Whakatau / deed of settlement), the Crown acknowledges the statement by Te Runanga o Ngāti Kuia Trust of their cultural, spiritual, historic and/or traditional values relating to Ngā Motutapu Titi (Titi Island Nature Reserve and Chetwode Island Nature Reserve) as set out below.

3. NGĀTI KUIA VALUES

Ngāti Kuia associations with the islands are central to our history, identity, kaitiakitanga and mauri. Ngā Motutapu Titi is iconic to Ngāti Kuia. Tītī Island (Motu Ngarara-Titi) and the Chetwode Islands - Nukuwaiata, Te Kakaho, Te Koire, Moturaka ('The Entangling Islet', now known as Duffers Reef) and Te Papanui-a-puta (Sentinel Rock) are a highly valued and significant source of mahinga kai, particularly tītī (mutton birds), fish, koura, other bird species and karaka berries.

These Motutapu incorporate our cultural values of take tupuna. They are places which our tupuna explored and named.

Whakapapa Tatai hikohiko *Kupe* *Hine* *Matuahautere* *Matuakuha* *Tukauae* *Kuia*	Ngāti Kuia korero tuku iho (tradition) states Kupe explored and used Ngā Motutapu Titi, replenishing his food stocks here. A broad leaf plant is named Matahourua after his visit. While he was staying at Nukuwaiata several of his crew decided to desert and kidnapped his daughter. In his waka "Te Horere", Matuahautere was guided by his tupuna kaitiaki Kaikai-a-waro and explored Ngā Motutapu Titi.
Whakapapa Tatai hikohiko *Kaikai-a-waro* *Matuahautere* *Matuakuha* *Tukauae* *Kuia* |----------| *Wainui-a-ono Mihinoa* *Koangaumu Pouwhakarewarewa*	Ngāti Kuia korero tuku iho (tradition) states Matuahautere followed the korero of his tupuna Kupe. While at a bay he named Tītī-i-te-rangi (now shortened to Tītīrangi) because of the tītī they saw flying in the bay, he noticed the birds nested on Tītī Island. He harvested the tītī and noticed that tuatara also lived on the island. Thus, he called it Motu Ngarara-Titi.

His descendants built a pā on the headland opposite the island which they named Motu-Ngarara also in remembrance of their tupuna. This was occupied by many generations of Ngāti Kuia including rangatira such as Te Pouwhakarewarewa.

Whakapapa	
Tumatakokiri = Moeawhiti	Nukuwaiata is named after our tupuna who is buried there. The island pā and urupā were used by generations of Ngāti Kuia.
Rangikarere = Puhikereru	
Nukuwaiata	

The Ngāti Kuia rangatira Koangaumu was once captured at Nukuwaiata by a party from another iwi. He escaped to one of his pā at Hikurangi. He then returned to Nukuwaiata with a party and attacked the other iwi, pursuing them back to Rangitoto. Peace was made and further marriages and alliances were established between the two iwi.

Te Papanui-a-Puta ('The Great Rock of Puta') derives its name from a Ngāti Kuia traditional story about Puta and Whiro. Ngāti Kuia traditions state our tupuna Hinepoupou stopped at Te Papnui-a-puta (Sentinel Rock) and discovered a tauranga ika (fishing ground) on her epic swim from Kapiti Island to Rangitoto.

Ngāti Kuia tupuna had considerable knowledge of places for gathering kai, other taonga, ways to use the resources of the motu and moana, and tikanga for the proper and sustainable utilisation of the sites wealth. All these values remain important to Ngāti Kuia today.

We are identified as tangata whenua of Nukuwaiata pre and post 1820. Ngā Motutapu Titi was identified by Ngāti Kuia tupuna in 1883 for claims to Te Hoiere, Taonui-a-Kupe, Nukuwaiata and Te Kakaho. Ngāti Kuia tupuna continue to exercise their rights to harvest tītī, kaimoana (seafood) and berries from these Islands.

Ngā Motutapu Titi symbolises for Ngāti Kuia people the intense nature of their relationship to their environment and the mauri or life force that is contained in all parts of the natural environment that binds the spiritual and physical world. Ngā Motutapu Titi incorporates the cultural value of Ngāti Kuia mauri; Ngāti Kuia has mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa at this place.

The mauri of Ngā Motutapu Titi (also known as Tītī Island and the Chetwode Islands) 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 Kuia.

4. PROTECTION PRINCIPLES

4.1 The following Protection Principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Ngāti Kuia Iwi Values related to Ngā Motutapu Titi (Titi Island Nature Reserve and Chetwode Island Nature Reserve):

(a) protection of wāhi tapu, indigenous flora and fauna and the wider environment within the Ngā Motutapu Titi (Titi Island Nature Reserve and Chetwode Island Nature Reserve);

(b) recognition of the mana, kaitiakitaga and tikanga of the Ngāti Kuia Iwi within the Ngā Motutapu Titi (Titi Island Nature Reserve and Chetwode Island Nature Reserve);

(c) respect for Ngāti Kuia Iwi tikanga and kawa within Ngā Motutapu Titi (Titi Island Nature Reserve and Chetwode Island Nature Reserve);

(d) encouragement of the respect for the association of Ngāti Kuia Iwi with Ngā Motutapu Titi (Titi Island Nature Reserve and Chetwode Island Nature Reserve);

(e) accurate portrayal of the association of Ngāti Kuia Iwi with Ngā Motutapu Titi (Titi Island Nature Reserve and Chetwode Island Nature Reserve);

(f) recognition of the relationship of Ngāti Kuia Iwi with the wāhi tapu and wāhi whakahirahira; and

(g) recognition of and respect for Ngāti Kuia's statutory role as Kaitiaki.

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

5.1 Pursuant to clause 5.1.7 of Te Whakatau / 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, volunteers, contractors, conservation board members, concessionaires and the public (including local landowners) will be provided with information about Ngāti Kuia's values and statutory role as Kaitiaki in relation to Ngā Motutapu Titi (Titi Island Nature Reserve and Chetwode Island Nature Reserve) (the Islands) and will be encouraged to recognise and respect Ngāti Kuia's association with the Islands and role as Kaitiaki;

(b) Ngāti Kuia's association with the Islands will be accurately portrayed in all new DOC Information, signs and educational material;

(c) Ngāti Kuia's Trustees or designated spokesperson will be consulted regarding the content of such material to accurately reflect Ngāti Kuia's cultural and spiritual values and statutory role as Kaitiaki;

(d) Department staff will consult Ngāti Kuia over any proposed introduction or removal of indigenous species to and from the Islands; and

(e) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible. Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Ngāti Kuia's Trustees or designated contact person will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites. Any kōiwi or other taonga found or uncovered will be left untouched and contact made immediately with Ngāti Kuia to ensure representation is present on site and tikanga followed.

1.2 WHENUA RĀHUI CREATED OVER TE PĀKEKA (MAUD ISLAND - TOM SHAND SCIENTIFIC RESERVE)

Clause 5.1.1(b)

1.2: WHENUA RĀHUI CREATED OVER TE PĀKEKA (MAUD ISLAND -TOM SHAND SCIENTIFIC RESERVE)

1. LEGAL DESCRIPTION OF AREA

1.1 Maud Island (Tom Shand Scientific Reserve) (Te Pākeka), as shown on OTS-099-77, Lots 1 and 2 DP 4034 and Section 1 Block XV Orieri Survey District.

2. PREAMBLE

2.1 Pursuant to section 54 of the draft settlement bill (clause 5.1.2 of Te Whakatau / deed of settlement), the Crown acknowledges the statement by Te Runanga o Ngāti Kuia Trust of their cultural, spiritual, historic and/or traditional values relating to Te Pākeka (Maud Island - Tom Shand Scientific Reserve) as set out below.

3. NGĀTI KUIA VALUES

This motutapu incorporates our cultural values of take kitea and take tupuna. It is a place which our tupuna discovered, named and used. Ngāti Kuia also know this island as Te Oriori and Te Hoiere.

Whakapapa Tatai hikohiko

Kaikaiawaro
Matuahautere
Matuakuha
Tukauae
Kuia

Matuahautere followed his tupuna Kupe's korero and in his waka "Te Horere" came to this area, guided by his kaitiaki Kaikaiawaro. He explored the Pelorus Sound which he named after his waka "Te Hoiere". He explored the island and remained in the Sound for some time.

This motutapu incorporates our cultural value of take ahi ka and is a core part of our cultural identity. We are identified as tangata whenua here and the land was included in the Te Hoiere, Hautai and Te Pākeka area identified by Ngāti Kuia tupuna in 1883 as a place of their lands.

Ngāti Kuia had a kainga, cultivations and urupā here. It was mainly used by the pā at Apuhau Channel. The name Te Pākeka is derived from the overuse of cultivations at the site.

Ngāti Kuia's relationship with its whenua and wai is integral to its identity as a people. Te Pākeka symbolises for Ngāti Kuia people the intense nature of their relationship to their environment and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical worlds. Te Pākeka incorporates the cultural values of Ngāti Kuia mauri; Ngāti Kuia has mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa at this place. We have a responsibility and obligation to this place and its cultural, spiritual, historic and/or traditional values.

4. PROTECTION PRINCIPLES

4.1 The following Protection Principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Ngāti Kuia Iwi Values related to Te Pākeka (Maud Island - Tom Shand Scientific Reserve):

(a) protection of wāhi tapu, indigenous flora and fauna and the wider environment within Te Pākeka (Maud Island - Tom Shand Scientific Reserve);

(b) recognition of the mana, kaitiakitanga and tikanga of the Ngāti Kuia Iwi within Te Pākeka (Maud Island - Tom Shand Scientific Reserve);

(c) respect for Ngāti Kuia Iwi tikanga and kawa within Te Pākeka (Maud Island - Tom Shand Scientific Reserve);

(d) encouragement of the respect for the association of Ngāti Kuia Iwi with Te Pākeka (Maud Island - Tom Shand Scientific Reserve);

(e) accurate portrayal of the association of Ngāti Kuia Iwi with Te Pākeka (Maud Island - Tom Shand Scientific Reserve); and

(f) recognition of the relationship of Ngāti Kuia Iwi with the wāhi tapu and wāhi whakahirahira.

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

5.1 Pursuant to clause 5.1.7 of Te Whakatau / 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, volunteers, contractors, conservation board members, concessionaires and the public (including local landowners) will be provided with information about Ngāti Kuia's values in relation to Te Pākeka (Maud Island - Tom Shand Scientific Reserve) and will be encouraged to recognise and respect Ngāti Kuia's association with Te Pākeka (Maud Island - Tom Shand Scientific Reserve).

(b) Ngāti Kuia's association with Te Pākeka (Maud Island - Tom Shand Scientific Reserve) will be accurately portrayed in all new DOC Information, signs and educational material.

(c) Ngāti Kuia's Trustees or designated spokesperson will be consulted regarding the content of such material to accurately reflect Ngāti Kuia's cultural and spiritual values.

(d) Department staff will consult Ngāti Kuia over any proposed introduction or removal of indigenous species to and from Te Pākeka (Maud Island - Tom Shand Scientific Reserve).

(e) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible. Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Ngāti Kuia's Trustees or designated contact person will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites. Any kōiwi or other taonga found or uncovered will be left untouched and contact made immediately with Ngāti Kuia to ensure representation is present on site and tikanga followed.

2. STATEMENTS OF ASSOCIATION

2: STATEMENTS OF ASSOCIATION

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

LAKES ROTOITI AND ROTOROA, NELSON LAKES NATIONAL PARK

These wāhi tapu incorporate our cultural values of take tupuna. They are places which our tupuna explored and used.

The resources of the Lakes and environs were used by Ngāti Kuia tupuna from Ngāti Wairangi, Ngāti Kopiha and Ngāti Tumatakokiri. The intermarriages led to the development of trading trails between the kin groups, which they maintained with other iwi of Te Waipounamu.

The Lakes formed the central terminus or hub for many of these trails, nga mangatawhai (the many trails), linking related communities in the Wairau, Waiau-toa (Clarence River), Kaituna, Whakatu (Nelson), Te Hoiere (Pelorus), Tai Aorere (Tasman Bay) and the Kawatiri district.

Ngāti Kuia tupuna had considerable knowledge of places for gathering kai and other taonga, ways in which to use the resources of the roto (lakes) and tikanga for the proper and sustainable utilisation of resources. All these values remain important to Ngāti Kuia today.

The Lakes are the source of important waterways within the Ngāti Kuia rohe such as the Motupiko and Motueka Rivers. The lakes area was a rich source of mahinga kai, including birds, (kiwi, South Island kokako, piopio and weka and whio), kiore, eels, inanga, fern root, the root of the ti tree, and berries. A shrub called neinei is found in the lakes area. This was (and remains) highly valued by Ngāti Kuia and was used to make korowai.

The region was a refuge for Ngāti Kuia after the iwi hou invasions, and formed a secure base for communities who continued to threaten the iwi hou, particularly in the Whakatu area (a short distance from the Lakes) along a well known trail. Extensive and well-established fern gardens on the north facing slopes above Lake Rotoroa were cleared by burning and planted by Ngāti Kuia people after the invasions.

Rotoiti and Rotoroa incorporate our cultural values of take ahi ka and are a core part of our cultural identity. We are identified as tangata whenua here.

Rotoiti and Rotoroa symbolise for Ngāti Kuia people the intense nature of their relationship to their environment and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical worlds. Rotoiti and Rotoroa incorporate the cultural values of Ngāti Kuia mauri; Ngāti Kuia has mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa at these places. We have a responsibility and obligation to these places and their cultural, spiritual, historic and/or traditional values.

TE OPE-A-KUPE (TE ANAMĀHANGA / PORT GORE)

Puhikereru te maunga
Te Anamāhanga te kainga
Te Ope-a-Kupe te tauranga waka
Raukawakawa te Moana
Ngāti Kuia te Iwi

Te Ope-a-Kupe is in Te Anamāhanga and lies in the shadow of three significant Ngāti Kuia maunga which were also used as navigation aids. They are Puhikereru, named after a Ngāti

Kuia tupuna; Parororangi ('Stormy Sky'), who is named after a place in Ngāti Kuia korero wairua (Parororangi was (and is) an important weather indicator); and Tahiakai, named after an incident with Ngāti Kuia which means 'the heaping of food'. This site incorporates our cultural values of take kitea and take tupuna. It is a place which our tupuna discovered, named and used.

Te Anamāhanga was the landing place of Kupe's waka, Te Matahourua. Indentations on a toka moana (rock) were formed by Kupe footprints at Te Ope-a-Kupe. Today Ngāti Kuia is kaitiaki of this very tapu place. Te Ope-a-Kupe is a tauranga waka (canoe landing site) still used by Ngāti Kuia people today. This site was the landing place for important Ngāti Kuia waka and tupuna including:

Whakapapa Tatai hikohiko

Kupe	Waka and Rangatira
Hine	Matahourua, the canoe of Kupe
Matuahautere	Te Hoiere, the canoe of Matuahautere,
Matuakuha Te Whakamana	Te Ara-a-Tawhaki, the canoe of Te Whakamana
Tukauae marries Hinerewha Kuia	Tahatu, the canoe of Tukauae.

This site incorporates our cultural values of take ahi ka. Te Anamāhanga was one of the first places in Te Tau Ihu occupied by Ngāti Kuia and they have lived there continuously since their arrival. It contains pā sites, cultivations, kainga and urupā. It was also an important fishing area (mahinga mataitai) giving access to koura, paua, karengo and kopakopa (a type of mussel) and birds, and was a source of game introduced after contact (deer and pigs).

Te Anamāhanga was included in the Taonui-a-Kupe and Te Hoiere areas identified by Ngāti Kuia Tupuna in 1883 as a place of their lands.

Ngāti Kuia's relationship with its whenua and wai is integral to its identity as a people. Te Ope-a-Kupe symbolises for Ngāti Kuia people the intense nature of their relationship to their environment and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical worlds. Te Ope-a-Kupe incorporates the cultural values of Ngāti Kuia mauri. Ngāti Kuia has mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa at this place. We have a responsibility and obligation to this place and its cultural, spiritual, historic and/or traditional values.

PUHIKERERU (MT FURNEAUX)

This wāhi tapu incorporates our cultural values of take kitea and take tupuna. It is a place which our tupuna discovered, named and used.

Whakapapa tatai hikohiko

Kupe
Hine
Matuahautere
Matuakuha
Tukauae
Kuia

Ngāti Kuia korero tuku iho states that Kupe brought with him a kaitiaki called Rupe who was a woodpigeon. His role was to test the fruits of the forest. When Kupe was resident at Punaruawhiti and Taonui-a-Kupe at Totaranui he had Rupe test the forests at Puhikereru. While here the kaitiaki heard of the fruits at what later became known as Te Rupe-o-Ruapaka at Te Hoiere.

Kupe used his tao (spear) to hunt rupe (pigeon) on the maunga and along the ridges that flowed from it. He called these ridges, of which Puhikereru is part, Te Taonui-a-Kupe.

Whakapapa

Tumatakokiri = Moeawhiti	Ngāti Kuia korero tuku iho states that our tupuna Tumatakokiri and his whānau came from Te Whanganui-a-Tara to here. They settled not far from this maunga.
Rangikarere = Puhikereru	When Puhikereru died they buried her in a rua at the maunga.

To Ngāti Kuia, as descendants of Puhikereru, it took on her personification and was named after her. These korero tuku iho created our association and customs attached to this wāhi tapu.

Puhikereru incorporates our cultural values of take ahi ka and is a core part of our cultural identity. Ngāti Kuia tupuna had considerable knowledge of places for gathering kai and other taonga, ways in which to use the resources of the maunga and tikanga for the proper and sustainable utilisation of resources. All these values remain important to Ngāti Kuia today. We are identified as tangata whenua here. This wāhi tapu was claimed as part of the Taonui-a-Kupe and Te Hoiere areas identified by Ngāti Kuia tupuna in 1883 as a place of their lands.

Puhikereru symbolises for Ngāti Kuia people the intense nature of their relationship to their environment and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical worlds. Puhikereru incorporates the cultural values of Ngāti Kuia mauri. Ngāti Kuia has mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa at this place. We have an obligation and responsibility to Puhikereru.

PARORORANGI (MOUNT STOKES)

This site incorporates our cultural values of take kitea and take tupuna. It is a place which our tupuna discovered, named and used.

Ngāti Kuia korero tuku iho states that Parororangi was named by Matuahautere. He had followed the korero of his tupuna Kupe in his waka "Te Hoiere", and was guided by his tupuna kaitiaki Kaikai-a-waro in his explorations of the area. He settled there and had a pā and cultivations at the foot of the maunga at Tītīrangi.

Parororangi (1203m) is the highest point in the Marlborough Sounds. It is a deeply tapu maunga, and was an important weather indicator. The name means "Stormy Sky". Matuahautere, being an explorer, knew the value of naming features to incorporate the connection between past and present and to assist his descendants with oral maps, as his ancestor Kupe had done before him.

In Ngāti Kuia korero tuku iho Parororangi is the dwelling place of Patu paiarehe (a race of mythical beings), a vantage point at which they gathered to view the other Rangituhaha (heavens) and a pathway to the human world. Ngāti Kuia korero tuku iho associates this maunga with the dwelling place of patuparire. According to Ngāti Kuia tradition, two Patu paiarehe were captured on the Parororangi maunga by Ngāti Kuia.

Whakapapa tatai hikohiko

Kaikai-a-waro
Matuahautere
Matuakuha
Tukauae
Kuia marries Rongotamea
Whatakaka
Te Aie
Aio = Tamahau
Kunari

One was a man and one a woman.
The man was killed and the woman became the wife of a Ngāti Kuia rangatira.
From them descended a line of beautiful women culminating in Kunari, the daughter of Tamahau, rangatira of the waka Te Awatea.
Kunari was the wife of the renowned Ngāti Kuia rangatira Wirihana Kaipara.

For Ngāti Kuia people, their descent from the Patuparire beings represents the link between the spiritual and human realms; the 'upper realm' (te kauwae runga) and the 'lower realm' (te kauwae raro). These spiritual links to the past form an integral part of Ngāti Kuia identity today. Parororangi was included in the Te Hoiere, Hautai and Te Taonui-a-Kupe areas identified by Ngāti Kuia tupuna in 1883 as a place of their lands.

Ngāti Kuia tupuna had considerable knowledge of places for gathering kai and other taonga, ways in which to use the resources of the maunga and tikanga for the proper and sustainable utilisation of resources. All these values remain important to Ngāti Kuia today, and incorporate the cultural values of ahi ka. Parororangi was an important place for harvesting and hunting specific fauna and flora.

Parororangi incorporates our cultural value of take ahi ka and is a core part of our cultural identity. We are identified as tangata whenua here. The Ngāti Kuia relationship with its maunga is integral to its identity as a people.

Parororangi te Maunga
Okoha te Kainga
Titi te motutapu
Raukawakawa te Moana
Ngāti Kuia te Iwi

Parororangi is part of our pepeha and symbolises for Ngāti Kuia people the intense nature of their relationship to their environment and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical worlds.

Parororangi incorporates the cultural values of Ngāti Kuia mauri; Ngāti Kuia has mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa at this place. We have a responsibility and obligation to Parororangi and its cultural, spiritual, historic and traditional values.

TE TAERO-A-KEREOPA (BOULDER BANK SCENIC RESERVE)

This site incorporates our cultural values of take kitea and take tupuna. It is a place which our tupuna discovered, named and used.

Whakapapa Tatai hikohiko

Kupe
Hine
Matuahautere
Matuakuha
Tukauae
Kuia

Ngāti Kuia traditions state Te Taero-a-Kereopa is situated on Te Taero-a-Kereopa (the Boulder Bank) and is associated with Kupe and one of his crew, Kereopa. Some of Kupe's crew wished to stay in Te Waipounamu, and accompanied by their whānau, stole a canoe and set off. Kupe pursued them and eventually caught up with Kereopa at Te Taero-a-Kereopa. But Kereopa recited karakia which caused the rocks which now form Te Taeroa-a-Kereopa to fall from the cliffs at what is now known as Glenduan. This created a barrier and allowed them to escape Kupe's wrath. Kereopa descendants are also part of Ngāti Kuia.

Observations of a nearby maunga gave an indication of pending weather conditions. When bad weather threatened, the peak became enveloped in cloud. Our people named it Hororirangi, meaning "the sky being washed." In a fight with some iwi hou one of them escaped by jumping off a nearby cliff which was named Te Rere a Hihi.

Te Taero-a-Kereopa also incorporates take ahi ka. It had pā, kainga, cultivation area, urupā and important fishing stations. Ngāti Kuia pā and cultivations at Te Taero-a-Kereopa were observed by Dumont D'Urville in 1827. He called the pā 'Skoi-Tehai'. Later Te Taero-a-Kereopa was the site of a battle between Ngāti Kuia and iwi hou invaders. The ruins of the pā were observed by James Mackay in 1845 and gave rise to a new name for the bluff above the pā.

We are the tangata whenua here and Te Taero-a-Kereopa was included in the Te Hoiere area identified by Ngāti Kuia tupuna in 1883 as a place of their lands.

Te Taero-a-Kereopa was an important source for hammer stones for the pakohe industry which were used in quarries throughout the area. Ngāti Kuia tupuna had considerable knowledge of places for gathering kai and other taonga, ways in which to use the resources of the whenua and moana and tikanga for the proper and sustainable utilisation of resources. All these values remain important to Ngāti Kuia today.

Ngāti Kuia's relationship with its whenua and wai is integral to its identity as a people. Te Taero-a-Kereopa symbolises for Ngāti Kuia people the intense nature of their relationship to their environment and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical worlds. Te Taero-a-Kereopa incorporates the cultural values of Ngāti Kuia mauri. Ngāti Kuia has mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa at this place. We have a responsibility and obligation to this place and its cultural, spiritual, historic and/or traditional values.

TARAKAIPA ISLAND

This motutapu incorporates our cultural values of take kitea and take tupuna. It is a place which our tupuna discovered, named and used. Tarakaipa is also known as Oaie to Ngāti Kuia. Both are Ngāti Kuia tupuna.

Matuahautere, in his waka "Te Hoiere" followed his tupuna Kupe's korero and came to this area, guided by his kaitiaki Kaikaiawaro. He explored the Pelorus Sound which he named after his waka Te Hoiere. He tried to find a way through to Whakatu (Nelson) and went up this reach. He found a taunga ika around Tarakaipa, a nearby island he called Awaiti, the short river and Tawhitinui (named later after a Ngāti Kuia tupuna).

Whakapapa Tatai hikohiko

Kaikaiawaro
Matuahautere
Matuakuha
Tukauae Tarakaipa
Kuia marries Rongotamea
Kai-te-ware

Kuia had a pā nearby with a house called Nga Tai Whakau (the holding of the tides).
She lived there with Rongotamea and their children.

When Tarakaipa died he was buried in the rua there and the island took on his personification.

This place incorporates our cultural value of take ahi ka and is a core part of our cultural identity. We are identified as tangata whenua here. It is from Nga Tai Whakau that Kuia's daughter Kai-te-Ware was taken to be married to a rangatira from another iwi. This is remembered in a line from waiata composed later: *Mahue Tawhiti nui, mo te hika i a Ware*

(Kai-Te-Ware) (Abandoned was Tawhitinui, for the lover of Ware (Kai-Te-Ware)). After this, Kuia moved from Nga Tai Whakau to Wakaretu. It is customary to pay your respects as you pass Tarakaipa and the nearby islands to acknowledge our tupuna. The island provided access to important mahinga mataitai, as well as access to important moki and elephant fish breeding grounds.

Oaie means the place of Aie. This Ngāti Kuia tupuna used the island which was associated with him. Oaie was included in the Hautai and Te Hoiere areas identified by Ngāti Kuia tupuna in 1883 as a place of their lands.

Ngāti Kuia's relationship with its whenua and wai is integral to its identity as a people. Tarakaipa symbolises for Ngāti Kuia people the intense nature of their relationship to their environment, and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical worlds. Tarakaipa incorporates the cultural values of Ngāti Kuia mauri. Ngāti Kuia has mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa at this place. We have a responsibility and obligation to this place and its cultural, spiritual, historic and traditional values.

NGĀ MOTUTAPU TITI (TITI ISLAND NATURE RESERVE AND CHETWODE ISLAND NATURE RESERVE)

Ngāti Kuia associations with the islands are central to our history, identity, kaitiakitanga and mauri. Ngā Motutapu Titi is iconic to Ngāti Kuia. Tītī Island (Motu Ngarara-Titi) and the Chetwode Islands, Nukuwaiata, Te Kakaho, Te Koire, Moturaka ('The Entangling Islet', now known as Duffers Reef) and Te Papanui-a-puta (Sentinel Rock) are a highly valued and significant source of mahinga kai, particularly tītī (mutton birds), fish, koura, other bird species and karaka berries.

These Motutapu incorporate our cultural values of take tupuna. They are places which our tupuna explored and named.

Whakapapa Tatai hikohiko
Kupe
Hine
Matuahautere
Matuakuha
Tukauae
Kuia

Ngāti Kuia korero tuku iho (tradition) states Kupe explored and used Ngā Motutapu Titi, replenishing his food stocks here. A broad leaf plant is named Matahourua after his visit here. While he was staying at Nukuwaiata several of his crew decided to desert and kidnapped his daughter.

Whakapapa Tatai hikohiko
Kaikai-a-waro
Matuahautere
Matuakuha
Tukauae
Kuia
|----------|
Wainui-a-ono *Mihinoa*
Koangaumu
Pouwhakarewarewa

Ngāti Kuia korero tuku iho (tradition) states Matuahautere followed the korero of his tupuna Kupe. In his waka "Te Hoiere" Matuahautere was guided by his tupuna kaitiaki Kaikai-a-waro and explored Ngā Motutapu Titi. While at a bay he named Tītī-i-te-rangi (now shortened to Tītīrangi) because of the tītī they saw flying in the bay, he noticed the birds nested on Tītī Island. He harvested the tītī and noticed that tuatara also lived on the island. Thus, he called it Motu Ngarara-Titi.

His descendants built a pā on the headland opposite the island which they named Motu-Ngarara in remembrance of their tupuna. This was occupied by many generations of Ngāti Kuia including rangatira such as Te Pouwhakarewarewa.

Whakapapa
Tumatakokiri = Moeawhiti
Rangikarere = Puhikereru
Nukuwaiata

Nukuwaiata is named after our tupuna who is buried there. The island pā and urupā were used by generations of Ngāti Kuia.

The Ngāti Kuia rangatira Koangaumu was once captured at Nukuwaiata by a party from another iwi. He escaped to one of his pā at Hikurangi. He then returned to Nukuwaiata with a party and attacked the other iwi, pursueing them back to Rangitoto. Peace was made and further marriages and alliances were established between the two iwi.

Te Papanui-a-Puta ("The Great Rock of Puta") derives its name from a Ngāti Kuia traditional story about Puta and Whiro. Ngāti Kuia traditions state our tupuna Hinepoupou stopped at Te Papnui-a-puta (Sentinel Rock) and discovered a tauranga ika (fishing ground) on her epic swim from Kapiti Island to Rangitoto.

Ngāti Kuia tupuna had considerable knowledge of places for gathering kai and other taonga, ways in which to use the resources of the motu and moana and tikanga for the proper and sustainable utilisation of resources. All these values remain important to Ngāti Kuia today.

We are identified as tangata whenua of Nukuwaiata pre and post 1820. Ngā Motutapu Titi was identified by Ngāti Kuia tupuna in 1883 for claims to Te Hoiere, Taonui-a-Kupe, Nukuwaiata and Te Kakaho. Ngāti Kuia tupuna continue to exercise their rights to harvest tītī, kaimoana (seafood) and berries from these Islands.

Ngā Motutapu Titi symbolises for Ngāti Kuia people the intense nature of their relationship to their environment and the mauri or life force that is contained in all parts of the natural environment and that binds the spiritual and physical worlds. Ngā Motutapu Titi incorporate the cultural value of Ngāti Kuia mauri; Ngāti Kuia has mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa to these places.

The mauri of Ngā Motutapu Titi (also known as Tītī Island and the Chetwode Islands) 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 Kuia.

NGA WHATU (WHATU TIPARE, WHATU KAIPONO) (THE BROTHERS)

This site incorporates our cultural values of take kitea and take tupuna. It is a place our tupuna discovered and named.

Whakapapa Tatai hikohiko

Kupe
Hine
Matuahautere
Matuakuha
Tukauae
Kuia

Ngāti Kuia korero tuku iho is that Kupe named the islands and that Matuahautere, following the korero of his tupuna, also passed the islands on his way to permanently settle in Te Waipounamu. This korero has continued to be handed down through generation of Ngāti Kuia and retold to iwi hou.

Ngāti Kuia Korero tuku iho states Kupe killed Te Wheke-a-Muturangi at Kura-te-au (the red current) using an Arapaoa (rising stroke) and Taonui-a-Kupe (the long spear of Kupe). He cast the eyes, Whatu Tipare and Whatu Kaipono, into Te Moana o Raukawakawa.

This site incorporates our cultural values of take ahi ka. There is tikanga, kawa and tapu associated with the islands which required certain observations of Ngāti Kuia travellers crossing Te Moana o Raukawakawa. These included karakia, and only certain people were able to look at the motutapu while Kawakawa was used to shade the eyes of others. This is the source of the name Te Moana o Raukawakawa.

The Ngāti Kuia relationship with its moutere and wai is integral to its identity as a people. Nga Whatu (Whatu Tipare and Whatu Kaipono) symbolises for Ngāti Kuia people the intense nature of their relationship to their environment and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical worlds. Nga Whatu incorporate the cultural value of Ngāti Kuia mauri. Ngāti Kuia has mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa at this place.

TE HOIERE (PELORUS SOUND)

Te Hoiere is an iconic wāhi tapu to Ngāti Kuia and incorporates our cultural values of take kitea and take tupuna. It is an iconic waterway which our tupuna explored, named and used. It incorporates our cultural values of take ahi ka. It is a core part to our cultural identity. We are identified as tangata whenua here.

Ko Matua Hautere te tangata	Matua Hautere is the captain
Ko Kaikai-a-waro te taniwha	Kaikai-a-waro is the guardian
Ko Te Hoiere te waka	Te Hoiere is the canoe
Ko Ngāti Kuia te iwi	And Ngāti Kuia are its people

Whakapapa Tatai hikohiko

Kaikaiawaro
Matuahautere
Matuakuha
Tukauae
Kuia

Ngāti Kuia korero tuku iho (tradition) states that Matuahautere named this awa. He was following the korero of his tupuna Kupe and trying to find a way through to Whakatu (Nelson). Guided by his kaitiaki and tupuna Kaikaiawaro he had gone up the Pelorus Sound and River in his waka Te Hoiere.

Te Hoiere is fundamental to the identity and mauri of Ngāti Kuia. It is where their association with Te Tau Ihu o Te Waka a Maui commenced. The area features prominently in the history and culture of Ngāti Kuia and has provided physical and cultural sustenance to the iwi since the time of Mauahautere. Our occupation has never been interrupted. Te Hoiere was included in the Te Hoiere, Hautai and Te Taonui-a-Kupe areas identified by Ngāti Kuia tupuna in 1883 as a place of their lands.

Ngāti Kuia tupuna had considerable knowledge of places for gathering kai and other taonga, ways in which to use the resources of the awa and whenua and tikanga for the proper and sustainable utilisation of resources. All these values remain important to Ngāti Kuia today. Te Hoiere was renowned for its natural resources, including fish, kereru, kakapo, tui and pakohe. Marutea is the name of the grey pakohe found in Te Hoiere which was used by the tupuna to make toki.

Many pā, kainga, urupā, wāhi tapu, occupation sites and fishing areas are located in the Te Hoiere regions of Mahakipaoa, Mahau, Kenepuru, Hikapu, Popoure, Karepo, Wakatahuri, Pohuenui, Waitata, Apuhau, Te Awaiti and Whakatotara. Wakaretu was a pā site. Kuia had a residence here. Mahakipaoa (Mahakipawa Arm) means 'The Smoke Rises Calmly'. This is a reference to the cremation of the dead practised by the tupuna in this area. If the smoke of the funeral pyre ascended uninterruptedly this was a good omen. If it dispersed this was a portent of death. There are several pā and kainga (with associated cultivations and urupā) at

Mahakipaoa. A kainga here was set alight by its own people to avoid it being taken by an iwi hou taua. A kainga was later rebuilt and occupied by Ngāti Kuia with accompanying cultivations and an urupā.

Moenui was still used as a kainga in the 1840s, with the urupā Te Kaika-pokeka. While at Oruaputaputa, tupuna Hamuera Te Kawenga had a residence and cultivations in the 1850s and 60s. At Mahau Sound there were several pā and kainga (with associated cultivations and urupā) located at Moetapu, Ohingaroa Bay and Whataruhe (Black Point). Kenepuru Sound contained several pā and kainga (with associated cultivations and urupā). Kenepuru Head was the location of a pā and cultivations, while Waitaria was a residence of Mahanga in the 1860s. Goulter Bay, near Weka Point, and Te Matau-a-Maui Bay were also places of residence and cultivation.

Hikapu Reach contained several pā and kainga (with associated cultivations and urupā) at Pinohia, Whatanihi and Pipi beach. Kokotoru (Mud Bay) was a pakohe shaping site. Maramatia (One Tree Point, Hikapu Reach) was a pā occupied by Ngāti Kuia in the 1830s and 1840s. The name means 'Clear View'. The pā was located between One Tree Point and Pipi Beach which was the tauranga waka for those living in the area. Tupuna associated with these were Maihi, Pakauwera, Wirihana Kaipara and Tutatapu.

Popoure Reach contained several pā and kainga (with associated cultivations and urupā) at Opouri Bay or 'Place of Sadness' (Nydia Bay), Tamatea (Maori Bay), Pokokini (Southeast Bay), Pirau-ngaehe (Yncyca Bay) and Tamure-kawawe (North West Bay).

Karepo had several pā, kainga and cultivations and associated urupā at Ouokaha Island, in Hopai Bay proper, and one opposite Ouokaha Island at Kopai. One pā lay between two streams on the north-eastern end of the island below Te Maunga Piwhanaranui-ko-Mahu (Mt Kiwi). Patarata (Clova Bay) and Manaroa had pā, kainga and cultivations.

Wakatahuri (Beach Bay, Pelorus Sound) derives its name from an incident where Matuahautere turned his waka "Te Hoiere" around when exploring the area. A kainga and cultivations were also at Pa Tarata (Beatrix Bay).

Pohuenui had several pā, kainga and cultivations and associated urupā. Kaitira (East Entry Point) had a pā site. Te Pouwhakarewarewa had a pā at Orakitaite and he sought refuge at Kauaeroa. He made peace with the iwi hou here. Ketu Bay and Wynens Bay had kainga and were part of the Punekerua community in the 1840s. Some of our people were baptised at a chapel here. Pā and associated kainga were also at Kopua (Richmond Bay) and Otuaki (Tawhitinui Bay).

Whakatotara (Tawhitinui Reach) had several pā, kainga and cultivations and associated urupā. Tawero Point, which dominates the entry to the inner Pelorus Sound, was the site of a battle between Ngāti Kuia and another iwi. Ngāti Kuia were victorious and occupied the pā. As a result a number of important marriages were made. Mataparu (Brightlands Bay) was the site of a pā and cultivations. This was a place where some tupuna were cremated. Their remains were scattered from Tawero point Pā so that they could go on the tides to all the places of Te Hoiere.

Te Awaiti (Tennyson Inlet) had several pā and kainga (with associated cultivations and urupā) at Matai (Godsiff Bay), Ngawhakawhiti, Te Mako and Tuna Bay. Kuia had a residence here in a wharenui (meeting house) called Nga Tai Whakau. Waitoa Bay was an important pā and tauranga waka (canoe landing site). It was a junction for the Te Hoiere and communities in the Whakitenga, Kaiaua, Whangarea (Croisilles Harbour) and the pakohe industry.

Apuhau (Apuau) Channel had a pā and urupā and was in the shadow of Taporare (Mt Shewell) and Roimata (Mt Dew) with associated cultivations at Te Pākeka (Maud Island).

Waitata Reach in Waihinau Bay had a kainga and cultivations with associated urupā nearby. Te Akaroa, (West Entry Point) was a pā site. The pā was located on a high narrow headland which dominated the approaches to Port Ligar. The name means 'The Long Root'. This place features in a Ngāti Kuia lament for Tahuanini, a tupuna.

This wāhi tapu symbolises for Ngāti Kuia people the intense nature of their relationship to their environment and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical worlds. Te Hoiere incorporates the cultural value of Ngāti Kuia mauri. Ngāti Kuia has mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa at this awa. We have a responsibility and obligation to this place and its cultural, spiritual, historic and/or traditional values.

MAUNGATAPU

This site incorporates our cultural values of take kitea and take tupuna. It is a place which our tupuna discovered, named and used. Ngāti Kuia also knew Maungatapu by the names Maukatapu and Moketapu.

Whakapapa Tatai hikohiko
Kaikaiawaro
Matuahautere
Matuakuha
Tukauae
Kuia

Ngāti Kuia korero tuku iho states that Matuahautere named this maunga. He was following the korero of his tupuna Kupe while trying to find a way through to Whakatu (Nelson). Guided by his kaitiaki and tupuna Kaikaiawaro, he had gone up the Pelorus Sound and River in his waka "Te Hoiere".

He arrived at a place where he could not go any further up the river in "Te Hoiere" and so tied it up at a place he named Te Herenga. He continued his journey on foot and climbed Maungatapu. He reached a place where a karearea (New Zealand falcon) was sitting and called it Parikarearea. There he surveyed the area and saw Whakatu. He looked back upon where he had travelled and named all that he saw Te Hoiere after his waka. He then set up a tuahu made of pakohe to acknowledge his tupuna and atua and to claim the mauri of the area for him and his descendants. He then named the mountain Maungatapu because of these actions.

Maungatapu incorporates our cultural values of take ahi ka and is a core part of our cultural identity. Ngāti Kuia tupuna had considerable knowledge of places for gathering kai and other taonga, ways in which to use the resources of the maunga and tikanga for the proper and sustainable utilisation of resources. All these values remain important to Ngāti Kuia today.

The site forms part of several important trails which link Whakatu and Te Hoiere. These were later shown by our iwi to iwi hou and European settlers. Ancient Ngāti Kuia waiata refer to the maunga.

E rere i te ao runga ana mai o Maungatapu	The day flows above Maungatapu
Ka tahuri ki tua, Kai Whakatu ra	It turns beyond, Whakatu (Nelson) there
E kora ra e!	Over there!
Mana e huri mai, Maungaone hunga	He will turn, Manugaone hunga
Ki Totaranui, i kuihi atu ai	At Totaranui (Queen Charlotte Sounds), striding.

The maunga formed an important part of the Ngāti Kuia pakohe industry and is in essence the maunga referred to in the waiata above as maungaone hunga and in the Ngāti Kuia whakatauki "he maunga pakohe, he wai pounamu", as both taonga were sourced nearby.

This place incorporates our cultural value of take ahi ka and is a core part of our cultural identity. We are identified as tangata whenua here. Maungatapu is identified in Ngāti Kuia pepeha for both Te Hoiere (Pelorus) and Whakatu (Nelson) and is a central mark of identity for Ngāti Kuia living in these areas, as demonstrated by the Ngāti Kuia pepeha:

Maungatapu te Maunga	Maungatapu is the mountain
Te Hoiere te Awa	Pelorus is the river
Titiraukawa te Kainga	Titiraukawa is the village
Ngāti Kuia te Iwi	And Ngāti Kuia are its people.

Maungatapu was included in the Te Hoiere and Ko Rai areas identified by Ngāti Kuia tupuna in 1883 as a place of their lands.

Ngāti Kuia's relationship with its maunga is integral to its identity as a people. Maungatapu symbolises for Ngāti Kuia people the intense nature of their relationship to their environment, and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical worlds. Maungatapu incorporates the cultural value of Ngāti Kuia mauri; Ngāti Kuia has mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa at this place. We have a responsibility and obligation to this place and its cultural, spiritual, historic and/or traditional values.

POUWHAKAREWAREWA (STEPHENS ISLAND)

Pouwhakarewarewa is also known as Takapourewa in Ngāti Kuia korero tuku iho. This wāhi tapu incorporates our cultural values of take kitea and take tupuna. It is a place which our tupuna discovered, named and used.

Kupe pursued Pani and his whānau, who had deserted his crew, from Nukuwaiata along to Takapourewa where they came to a tragic end nearby. Their names are immortalised in the petrified form of rocks.

Whakapapa Tatai hikohiko

	Ngāti Kuia korero tuku iho states that the island is
Kupe	likened to a formidable haka, hence the name.
Hine	Ngāti Kuia continue to name generations of their
Matuahautere	men Pouwhakarewarewa to this very day.
Matuakuha	
Tukauae	The name Takapourewa refers to the
Kuia	matapourewa trees which once grew right down to
Mihinoa	the shoreline and gave the island the dramatic
Pouwhakarewarewa	appearance of a floating forest.

Pouwhakarewarewa / Takapourewa incorporates our cultural values of take ahi ka. The island contained Ngāti Kuia kainga and has revealed many archaeological sites associated with our iwi.

Ngāti Kuia tupuna had considerable knowledge of places for gathering kai and other taonga, ways in which to use the resources of the moana and tikanga for the proper and sustainable utilisation of resources. All these values remain important to Ngāti Kuia today. The island, which overlooked a whale migration route, was very rich in mahinga kai, including tītī and other birds, and the surrounding sea was abundant in kaimoana.

Pouwhakarewarewa / Takapourewa is one of the islands which is home to tuatara and other lizards (mokomoko). These animals are incorporated into Ngāti Kuia korero and our iwi were not afraid of them as other iwi hou were. Ngāti Kuia are iwi karakia and refer to the karakia as

being as old as the tuatara. In Ngāti Kuia korero wairua our tupuna Tawhaki was a tohunga who was considered a role model to other tohunga. His mokai (pet) was a tuatara. Islands like Pouwhakarewarewa / Takapourewa and Tītī were places where karakia was learnt.

This place incorporates our cultural value of take ahi ka and is a core part of our cultural identity. We are identified as tangata whenua here.

The island contained Ngāti Kuia kainga and has revealed many archaeological sites associated with our iwi. The island was within the tukuwhenua of Tutepourangi, an important Ngāti Kuia rangatira tupuna. Tutepourangi agreed to share the resources of the lands gifted by means of this tuku, which stretched from Separation Point (Te Matau) across to and including Rangitoto and Takapourewa, with another iwi hou.

Pouwhakarewarewa / Takapourewa was included in the Te Hoiere areas identified by Ngāti Kuia Tupuna in 1883 as a place of their lands.

Takapourewa / Pouwhakarewarewa symbolises for Ngāti Kuia people the intense nature of their relationship to their environment, and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical worlds. Takapourewa / Pouwhakarewarewa incorporates the cultural value of Ngāti Kuia mauri. Ngāti Kuia have mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa at this place. We have a responsibility and obligation to Takapourewa / Pouwhakarewarewa and its cultural, spiritual, historic and traditional values.

TE AUMITI (FRENCH PASS SCENIC RESERVE)

This wāhi tapu incorporates our cultural values of take kitea and take tupuna. It is a place which our tupuna discovered, named and used.

Ngāti Kuia korero tuku iho states that Kupe pursued some of his crew who had deserted his waka from Nukuwaiata. A group of them, Kereopa and his whānau, evaded Kupe by landing at this wāhi tapu and going to Whakatu.

Whakapapa Tatai hikohiko

Kupe
Hine
Matuahautere
Matuakuha
Tukauae
Kuia

Ngāti Kuia korero tuku iho states that Hine, a daughter of Kupe, had a kaitiaki called to Te Kawau-a-Toru whose role was to test the currents of the waters. Te Kawau-a-Toru drowned in his attempt to test the currents of the pass here. Kupe named Te Aumiti-a-Te Kawau-a-Toru which means 'The Current that Swallowed Te Kawau-a-Toru'.

He named the reef there Te Tokanui o Te Parirau o Te Kawau o Toro ('The Large Reef Formed by the Wing of Toro's Shag') because his broken wing became the reef. Ngāti Kuia korero tuku iho states that the king shags residing there to this day are the descendants of Te Kawau-a-Toru.

Kupe, having already lamented the loss of his kaitiaki here, pursued the other deserters along Rangitoto.

Whakapapa Tatai hikohiko
Kaikai-a-waro
Matua-hautere
Matua-kuha
Tukauae
Kuia

Ngāti Kuia korero tuku iho states that Matuahautere and Kaikai-a-waro visited this wāhi tapu following the korero of their tupuna Kupe. He left his tupuna kaitiaki, Kaikai-a-waro, to guide his descendants through the pass. Kaikai-a-waro has a rua nearby at Te Anatoto called Kaimahi for this purpose.

These korero tuku iho are used as oral maps by our iwi for the area and created a number of associations and customs observed by Ngāti Kuia to this day. Te Aumiti incorporates our cultural values of take ahi ka. There are a number of Ngāti Kuia wāhi tapu connected to Te Aumiti.

This was a major route for travelling east and west. It was particularly important for the Ngāti Kuia pakohe industry between Rangitoto and the mainland as a reception and distribution place. These sites include:

Whakapapa	
Matuahautere	Ohana (The place of Haua), is named after a tupuna and was a pā site, kainga and fishing station in Ohana Bay, Rangitoto. This was one of the homes of Wairangi and Kopiha.
Matuakuha *Wairangi = Kopiha*	
Hineitekowharangi = Puroro	
Kanateirihia	
Taupiri	
Kurawhiria = Haua	

Ngāti Kuia korero tuku iho states that these were the beginnings of the formalisation of the pakohe and pounamu industry in this area. Ohana was an important source of berries and kereru, and a pakohe quarry. This place was near sea level and accessible to waka. The quarry produced a distinctive grey/light green argillite shot through with black veins.

Whakapapa	
Tumatakokiri = Moeawhiti	Moeawhiti was named after a tupuna and was a pā site and urupā. It was located near a lagoon, which formed an important source of mahinga kai.
Puangiangi	
Hautai	

At Hautai and Puangiangi Islands, named after our tupuna, there are pā and urupā near this wāhi tapu where Ngāti Kuia buried their dead.

At Te Puketea, near this wāhi tapu, there was a pā, fishing station and reception point for pakohe. It was the residence of the tupuna Whakaoka. There are many urupā near this pā.

Prior to the 1820s Ngāti Kuia were tangata whenua here. Te Aumiti was within the tukuwhenua of Tutepourangi, an important Ngāti Kuia rangatira tupuna. Tutepourangi agreed to share the resources of the lands gifted by means of this tuku, stretching from Separation Point (Te Matau) across to and including Rangitoto and Takapourewa, with another iwi hou. Te Aumiti was included in the Hautai and Te Hoiere areas identified by Ngāti Kuia tupuna in 1883 as a place of their lands.

Te Aumiti symbolises for Ngāti Kuia people the intense nature of their relationship to their environment and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical worlds. Te Aumiti incorporates the cultural values of Ngāti Kuia mauri. Ngāti Kuia has mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa at this place. We have a responsibility and obligation to this place and its cultural, spiritual, historic and/or traditional values.

TĪTĪRANGI BAY

This wāhi tapu incorporates our cultural values of take tupuna. It is an iconic place which our tupuna explored and used. It incorporates our cultural values of take ahi ka. It is a core part to our cultural identity. We are identified as tangata whenua here. Te Hoiere was included in

the Te Hoiere and Te Taonui-a-Kupe areas identified by Ngāti Kuia tupuna in 1883 as a place of their lands.

Whakapapa Tatai hikohiko

Kaikai-a-waro
Matuahautere
Matuakuha
Tukauae
Kuia
Mihinoa
Pouwhakarewarewa

Ngāti Kuia korero tuku iho (tradition) states Matuahautere followed the korero of his tupuna Kupe. In his waka "Te Hoiere" Matuahautere was guided by his tupuna kaitaki Kaikai-a-waro. He stayed at Tītīrangi, which he named Tītī-i-te-rangi (shortened to Tītīrangi) because of the tītī they saw flying in the bay. He noticed the birds nested on Tītī Island. Another Ngāti Kuia korero is that it is named after a place from Hawaiki.

After Matuahautere had explored the area he settled at Tītīrangi. Ngāti Kuia continued to reside in this area over generations. Tītīrangi is in the shadow of two important maunga (mountains) named by Ngāti Kuia; Tahuakai (which means the piling of food) and Parororangi (which means stormy sky). Several pā, kainga and urupā are at Tītīrangi and nearby which formed this important community. Tukauae and Pouwhakarewarewa were rangatira who lived here. Pouwhakarewarewa had a pā called Motu-ngarara which overlooked the Tītī Islands. This was a sentry pā which the surrounding community could fall back to as a stronghold. It had a clear view of approaches from east and west. Tītīrangi was on the main travelling route across the top of the Marlborough sounds.

Ngāti Kuia tupuna had considerable knowledge of places for gathering kai and other taonga, ways in which to use the resources of the moana and whenua and tikanga for the proper and sustainable utilisation of resources. All these values remain important to Ngāti Kuia today.

Ngāti Kuia developed cultivations here and were able to access an abundance of different types of food: kaimoana from the several tauranga ika nearby, tītī from the nearby Tītī Islands and berries and pigeons from the nearby bush and forests.

This wāhi tapu symbolises for Ngāti Kuia people the intense nature of their relationship to their environment and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical worlds. Tītīrangi Bay incorporates the cultural value of Ngāti Kuia mauri. Ngāti Kuia has mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa at this area. We have a responsibility and obligation to this place and its cultural, spiritual, historic and/or traditional values.

TE MATAU (SEPARATION POINT)

This wāhi tapu incorporates our cultural values of take tupuna. It is a place which our tupuna explored and used and incorporates our cultural values of take ahi ka. It is a core part of our cultural identity. We are identified as tangata whenua here.

The name Te Matau means the fish hook. It is sometimes also known as Te Matau-a-Maui (the fishhook of Maui). The area had occupation sites, a fishing station and urupā and was a stopping point for travel.

Te Matau is the western boundary of the tuku whenua of the Ngāti Kuia tupuna Tutepourangi in the late 1820s with Ngāti Koata. It was one of the residences of the Ngāti Kuia tupuna Te Kawau who was drowned traveling from Te Tai Aorere to Whakatu in 1843. Te Matau was an area included in the Te Hoiere claim made by Ngāti Kuia in 1883.

Ngāti Kuia tupuna had considerable knowledge of places for gathering kai and other taonga, ways in which to use the resources of the moana and whenua and tikanga for the proper and

sustainable utilisation of those resources. All these values remain important to Ngāti Kuia today.

This wāhi tapu symbolises for Ngāti Kuia people the intense nature of their relationship to their environment and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical worlds. Te Matau incorporates the cultural value of Ngāti Kuia mauri. Ngāti Kuia has mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa at this place. We have a responsibility and obligation to this place and its cultural, spiritual, historic and/or traditional values.

MAITAI (MAHITAHI) RIVER AND ITS TRIBUTARIES

This wāhi tapu incorporates our cultural value of take tupuna. It is a place which our tupuna explored and used.

Ngāti Kuia tradition states that Matua Hautere saw the river when he climbed Maungatapu on his way to find Whakatu.

Ngāti Kuia later explored the area to find the trails between Te Hoiere and Whakatu, which used both the Mahitahi and Te Hoiere Rivers. While doing this they also discovered sources of valuable pakohe which they gathered and quarried near these rivers.

Mahitahi is an old Ngāti Kuia dialect name for whitebait (inanga) which was once found in abundance in the river. The name refers to this resource and also evokes working together in unity just as the whitebait appear to follow the same path.

The Mahitahi River incorporates our cultural value of take ahi ka and is a core part of our cultural identity. We are identified as tangata whenua here and this land was included in the Te Hoiere area identified by Ngāti Kuia tupuna in 1883 as a place of their lands.

There are a number of sites near the Mahitahi River that are significant to Ngāti Kuia.

Several pakohe quarry and flinting sites are found along and nearby the Mahitahi River, such as the Rush Pools Quarry. These sites were worked by Ngāti Kuia who had a saying "He maunga pakohe, he wai pounamu" ("a mountain of pakohe and a river of Greenstone"). The Mahitahi River was an essential part of the Ngāti Kuia pakohe trading industry.

Matangi-a-whio, which means 'The Whirling Sea Breeze', was a nearby settlement. This name derives from the old saying *"ka whakaurea ko kainga raro i te Matangi-a-whio i te Rangi"*. Matangi-a-whio soon grew into an important pā and kainga complex, known for cultivation of kumara, fishing and mahinga kai, flax and pakohe manufacture. There are a number of associated urupā. The expanded complex occupied land on and around the site of what is now Auckland Point School. In the late-1830s and early-1840s it was also the residence of the tupuna Hamuera Te Kawenga, Te Whiro, Kereopa Karangi and others. Ngāti Kuia were engaged in early trade such as the flax industry at Matangi-a-whio. With the arrival of the New Zealand Company settlers after 1840 the site became a market area where Ngāti Kuia sold produce to settlers, some of which was produced at the Waimea gardens.

Powhai was a temporary occupation site for trade. It was located at the foot of what is today Russell Street, about 500 metres from Matangi-a-whio.

Piki-mai pā site is located on what is now Cathedral Hill, in the centre of Nelson close to the river. Tupuna who lived there were Hamuera Te Kawenga, Te Whiro and Kereopa Karangi.

Te Punawai was located at the foot of what is now known as Richardson Street. It was a kainga, fishing station, and tauranga waka. This kainga was watered by a spring-fed stream. It was a residence of the tupuna Meihana Kereopa.

A fishing station and kainga was also located on Manuka (Haulashore) Island, a short distance from the river mouth.

Ngāti Kuia tupuna had considerable knowledge of places for gathering kai and other taonga, ways in which to use the resources of the whenua and awa and tikanga for the proper and sustainable utilisation of resources. All these values remain important to Ngāti Kuia today.

The river and its associated wetlands were an important source of fish, eels and flax. The wetlands were a valuable source of eels into the twentieth century. In 1870 James Hector described shoals of upokororo (grayling, or native trout), which were a 'highly esteemed' food source for Māori, in the river. This resource was largely destroyed by the introduction of trout. A body of water in Nelson now called the Queens Gardens (known by early European settlers as the 'Eel Pond') is the last remaining vestige of once extensive wetlands associated with the river. The river also formed a major route to the Nelson Lakes and Te Hoiere.

Mahitahi features in our pepha and is central to our identity:

Maungatapu te Maunga	Maungatapu is our mountain
Mahitahi te Awa	Mahitahi is our river
Whakatu te Marae	Whakatu is our marae
Ngāti Kuia te Iwi	Ngāti Kuia are its people.

Mahitahi symbolises for Ngāti Kuia people the intense nature of their relationship to their environment, and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical world. Mahitahi incorporates the cultural value of Ngāti Kuia mauri; Ngāti Kuia has mana here, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa to this place. We have a responsibility and obligation to this place and its cultural, spiritual, historic and traditional values.

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

This wāhi tapu incorporates our cultural values of ake tupuna. It is a place which our tupuna explored and used. It incorporates our cultural values of take ahi ka. It is a core part of our cultural identity. We are identified as tangata whenua here and the land was included in the Te Hoiere area identified by Ngāti Kuia tupuna in 1883 as a place of their lands.

Ngāti Kuia tupuna had considerable knowledge of places for gathering kai and other taonga, ways in which to use the resources of the awa and whenua and tikanga for the proper and sustainable utilisation of resources. All these values remain important to Ngāti Kuia today.

The Waimea River formed a water source for the renowned Waimea gardens, located at the mouth of the Waimea River adjacent to a pā and kainga complex. Smaller 'satellite' pā were located elsewhere on the banks of the Waimea River and at the junction of the Wairoa and Wai-iti Rivers. Mako, pātiki and kahawai were taken in the estuarine waters at the mouth of the river. The river environs were also a good source of flax, and clay used in the process of drying the flax came from the river near the inland foothills of the ranges. The main pā was just behind what is now the Appleby School site.

Around 1,000 acres of cultivation located near the river mouth represent generations of sustained effort by the tupuna. The cultivation land was built up with ash (to provide potash), gravel and fine sand and silt to raise soil temperatures. This is sometimes referred to as

'Māori soil'. It was highly suitable for kumara production. The modified soil remains darker and more productive than surrounding soil to this day. Huge pits nearby reveal the source of gravel. The extent of these gardens and the effort involved in creating them indicates that the area was once occupied by a substantial population.

This wāhi tapu symbolises for Ngāti Kuia people the intense nature of their relationship to their environment and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical world. The Waimea incorporates the cultural value of Ngāti Kuia mauri. Ngāti Kuia has mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa at this awa. We have a responsibility and obligation to this place and its cultural, spiritual, historic and/or traditional values.

KAITUNA RIVER AND ITS TRIBUTARIES

This wāhi tapu incorporates our cultural values of take kitea and take tupuna. It is a place which our tupuna named, explored and used. The name Kaituna means 'eel food', which reveals the importance of this waterway and its associated wetlands as a source of mahinga kai. It was also the main trail between Te Hoiere (Pelorus) and the Wairau.

Pareuku is a tauranga waka at the mouth river where the Kaituna River meets the Pelorus estuary. This was one of the places Matua Hautere landed his waka "Te Hoiere". This is where the tupuna Pokiki is buried and the place is also called Pokiki after him. Tahauariki Meihana also had a residence here.

The Kaituna River incorporates our cultural value of take ahi ka and is a core part of our cultural identity. We are identified as tangata whenua here. Kaituna was included in the Te Hoiere area identified by Ngāti Kuia tupuna in 1883 as a place of their lands.

A number of Ngāti Kuia pā, kainga and other sites are closely associated with the river from its source to its confluence. One of these was Motuweka (Havelock). This was an important pā / kainga complex with associated urupā. The surrounding area was a source of eels, flounder, herring and flax. Takoriki is the name of the maunga (721 meters) which dominates Motuweka. The name means 'Disturbed Slumber in the House of a Young Man'. Ngāti Kuia were engaged in the flax industry at Motuweka. An associated urupā is also located within the Havelock township. Manihera Maihi was one of the rangatira of this pā.

Orakiawhea, a short distance south of Havelock, was a pā site and kainga. It was a residence of the Ngāti Kuia tupuna Pokiki and latter Hura Kopapa. Orakiawhea was visited by the surveyor Barnicoat in 1843. He described the settlement at that time as consisting of 'four or five huts'. Pokiki was the rangatira in residence at that time. Barnicoat's account gives an insight into the way of life of Ngāti Kuia people at this time, particularly their observance of tapu and tikanga.

Wharepuni was the rangatira of another Kaituna pā along the river.

Ngāti Kuia tupuna had considerable knowledge of places for gathering kai and other taonga, ways in which to use the resources of the moana and tikanga for the proper and sustainable utilisation of resources. All these values remain important to Ngāti Kuia today.

The estuary, wetlands and swamps associated with this river are a valuable source of mahinga kai and were a good source of herring and flounder abounded at its mouth. Flax from this place was highly renowned for its quality.

Kaiauwahine was a mara (gardens) near Orakiawhea. About 40 Ngāti Kuia people were seen cultivating maize and potatoes here by Captain Drury of HMS Acheron in 1848.

The Kaituna River symbolises for Ngāti Kuia people the intense nature of their relationship to their environment and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical worlds. The Kaituna River incorporates the cultural value of Ngāti Kuia mauri. Ngāti Kuia has mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa at this awa. We have a responsibility and obligation to this place and its cultural, spiritual, historic and/or traditional values.

TE HOIERE (PELORUS) RIVER AND ITS TRIBUTARIES

Te Hoiere is an iconic wāhi tapu to Ngāti Kuia which incorporates our cultural values of take kitea and take tupuna. It is an iconic river which our tupuna explored, named and used. It incorporates our cultural values of take ahi ka. It is a core part of our cultural identity. We are identified as tangata whenua here. Te Hoiere was included in the Te Hoiere and Ko Rai areas identified by Ngāti Kuia tupuna in 1883 as a place of their lands.

Whakapapa Tatai hikohiko

Kaikaiawaro
Matuahautere
Matuakuha
Tukauae
Kuia

Ngāti Kuia korero tuku iho (tradition) states that Matuahautere named this awa. He was following the korero of his tupuna Kupe and trying to find a way through to Whakatu (Nelson). Guided by his kaitiaki and tupuna Kaikaiawaro he had gone up the Pelorus Sound and River in his waka Te Hoiere.

The river was navigable from the sea. When Matuahautere explored the awa with Kaikai-a-waro he left his waka at a place we call Te Herenga (the tying up). It has numerous taunga waka along it. There are several rua which are accredited with being made by Kaikai-a-waro as he struggled to navigate the awa; Te Okioki-a-Kaikaiawaro at the head of the awa and Otipua near Ruapaka.

Ngāti Kuia tupuna had considerable knowledge of places for gathering kai and other taonga, ways in which to use the resources of the awa and whenua and tikanga for the proper and sustainable utilisation of resources. All these values remain important to Ngāti Kuia today.

Its whole extent was a vital source of industrial raw materials, mahinga kai - including abundant eels - and the mouth of the river was a rich source of fish and shellfish. Adjacent woodlands and wetlands were rich in bird and marine life. The river environs were also a noted source of high quality flax, which assisted Ngāti Kuia in establishing their reputation as skilful flax weavers.

The river also formed an important junction of a number of hinterland trails, linking the people living at Te Hoiere with other settlements elsewhere in Te Tau Ihu and forming routes for the transport of pakohe from interior districts. Inland kainga were occupied seasonally, especially during the kereru season. The awa was and is still used for tohi and other tikanga.

There are a number of important pā, kainga, wāhi tapu, urupā, mahinga kai and cultivation areas associated with the river. Some of these include Tutaemakara, a pā site at the head of the awa at a place we called Te Matau. Te Honomaru was the rangatira there. It had its own cultivation area nearby. Parapara was a kainga and cultivation area with an urupā nearby. It was also an important source of highly prized red ochre (kokowai). Clay containing the necessary silicates was dried and ground, then mixed with fish or whale oil or a substance obtained from pitoko seeds to create ochre of high quality. It was common for Ngāti Kuia to apply ochre until at least the 1840s. It was also used to decorate and protect waka and carvings. Ruapaka was a very early and significant Ngāti Kuia settlement, located on an important trail and waka route from Motuweka (Havelock) on the Pelorous River. The area

was a good source of flax and contained urupā. During the latter part of the nineteenth century Ruapaka remained a major Ngāti Kuia settlement. In the 1880s it boasted a wharenui called Te Oranga and a flax mill. Ruapaka swamp was a celebrated eel fishery. There is a kaitiaki at Ruapaka, a kereru. Seeing this kereru was considered a good omen. Ruapaka was particularly associated with Meihana Kereopa who was a carver. He completed a waka called Te Whitio which was given by his brother in law Hemi Whiro, who lived at Te Hora. The waka was used for transporting goods from Kaituna and other places out to waiting ships at Mahakipaoa. The remains of this waka are now housed at Te Papa Tongarewa (The Museum of New Zealand). Commercial fishing began from the 1960s which led to a rapid decline in eel stocks at Ruapaka. Ngāti Kuia concern brought about the establishment of the iwi eel reserve stretching from the Whakamarino (Wakamarina River) to Otipua in 2001.

Kahuroa te maunga
Te Hoiere te awa
Ruapaka te kainga
Ngāti Kuia te iwi

Kahuroa is the mountain
Te Hoiere is the river
Ruapaka is the village
And Ngāti Kuia are its people

Kahuroa is a maunga and contains urupā. It overlooks Ruapaka and forms part of the pepeha for the whānau of that place. The name means 'The Long Cloak' deriving from the mist which often shrouds the maunga.

Te Patoa is another pā located on the northern side of the Pelorus River downstream from Te Hora and close to Otipua. It was a Ngāti Kuia stronghold and the site of a battle where an iwi hou taua were turned back by Ngāti Kuia warriors, hence the adoption of this name.

Taituku was a kainga located on a high point of land formed at the junction of the Whakamarino (Wakamarina) and Pelorus Rivers. The name means 'The Head of the Tideway' as the tide once flowed up to this junction, though it now only reaches a spot a kilometre below Taituku.

Titahi was a pā on the north side of the river opposite Te Hora. Tautioma was the rangatira there. Te Hora Pa near Canvastown was an important pā site with associated kainga, cultivations and urupā. Ngāti Kuia planted koromiko trees at Te Hora and maintained a resource of medicinal plants. The area was also a rich source of flax. Te Hora formed a major Ngāti Kuia settlement.

Tutumapou te maunga
Te Hoiere te awa
Te Hora te pā
Ngāti Kuia te iwi

Tutumapou is the mountain
Te Hoiere is the river
Te Hora is the pā
And Ngāti Kuia are its people

Tutumapou, the maunga overlooking Te Hora, was a source of birds and other mahinga kai. It is named for the act of putting bird snares in mapou trees. Weather conditions near the maunga presaged the arrival of visitors and their status.

Titiraukawa is located at the junction of the Rai and Pelorus Rivers. It was a pā, kainga and seasonal food gathering site (particularly during the kereru season). Several important trails met here and it was a terminus for pakohe and other trade. It was not attacked by the iwi hou raids who did not venture this far up the river.

Maungatapu te maunga
Te Hoiere te awa
Titiraukawa te kainga
Ngāti Kuia te iwi

Maungatapu is the mountain
Te Hoiere is the river
Titirakawa is the village
And Ngāti Kuia are its people

Ngāti Kuia korero tuku iho states that Matuahautere named this maunga. He was following the korero of his tupuna Kupe and trying to find a way through to Whakatu (Nelson). Guided by his kaitiaki and tupuna Kaikaiawaro he had gone up the Pelorus Sound and River in his waka Te Hoiere.

Te Hoiere symbolises for Ngāti Kuia people the intense nature of their relationship to their environment and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical worlds. Te Hoiere incorporates the cultural value of Ngāti Kuia mauri. Ngāti Kuia has mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa at this place. We have a responsibility and obligation to this place and its cultural, spiritual, historic and/or traditional values.

MOTUEKA AND MOTUPIKO RIVERS AND THEIR TRIBUTARIES

Motueka **River**

This wāhi tapu incorporates our cultural values of take tupuna. It is a place which our tupuna explored and used. The River incorporates our cultural values of take ahi ka. It is a core part of our cultural identity. We are identified as tangata whenua here.

Motueka is short for Motuweka. This is a fowling term used to describe the practice of rendering a weka lame and tying it to a post so it would call out to other weka to be harvested.

An ancient trail follows the course of the Motupiko and Motueka Rivers from Mangatawhai, or 'The Place of Many Trails' (Tophouse, near the Nelson Lakes). This formed the main track linking Golden Bay and Tasman Bay with the Wairau and Kawatiri districts.

According to Ngāti Kuia tradition a series of pahi, mahinga kai (especially birding areas) and cultivations are associated with this track, the Motueka River and its environs.

This river was also part of the pakohe trading industry with quarries and flinting sites nearby. Many artefacts have been found where the Motupiko River converges with the Motueka River.

Whakapapa tatai hikohiko

Kaikai-a-waro
Matuahautere
Matuakuha
Tukauae
Kuia marries Rongotamea
Whatakaka
Te Aie
Aio = Tamahau
Kunari

One was a man and one a woman.
The man was killed and the woman became the wife of a Ngāti Kuia rangatira.
From them descended a line of beautiful women culminating in Kunari, the daughter of Tamahau, rangatira of the waka Te Awatea.
Kunari was the wife of the renowned Ngāti Kuia rangatira Wirihana Kaipara.

Whatapakoko and others were living in the Motueka River area in the 1840s and the site was included in the Te Hoiere claim made by Ngāti Kuia in 1883.

Ngāti Kuia tupuna had considerable knowledge of places for gathering kai and other taonga, ways in which to use the resources of the moana and whenua and tikanga for the proper and sustainable utilisation of resources. All these values remain important to Ngāti Kuia today.

This wāhi tapu symbolises for Ngāti Kuia people the intense nature of their relationship to their environment and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical worlds. The Motueka River incorporates the cultural value of Ngāti Kuia mauri. Ngāti Kuia has mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa at this awa. We have a responsibility and obligation to this place and its cultural, spiritual, historic and/or traditional values.

This wāhi tapu symbolises for Ngāti Kuia people the intense nature of their relationship to their environment and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical world. The Motueka River incorporates the cultural value of Ngāti Kuia mauri. Ngāti Kuia has mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa at this awa. We have a responsibility and obligation to this place and its cultural, spiritual, historic and/or traditional values.

ANATOKI RIVER AND ITS TRIBUTARIES

This wāhi tapu incorporates our cultural values of take tupuna. It is a place which our tupuna explored and used. It incorporates our cultural values of take ahi ka. It is a core part of our cultural identity. We are identified as tangata whenua here.

Anatoki means the cave of the adze. This awa (river) flows into Motupipi and was part of an area used for its food sources. According to Ngāti Kuia tradition a series of pahi, mahinga kai (especially birding areas) and cultivations are associated with this river and its environs.

The Ngāti Kuia tupuna Te Koheta had a residence nearby after he killed the taniwha Ngarara Huarau at Parapara. Te Kawau also had a residence near here. Anatoki was an area included in the Te Hoiere claim made by Ngāti Kuia in 1883.

Ngāti Kuia tupuna had considerable knowledge of places for gathering kai and other taonga, ways in which to use the resources of the moana and whenua and tikanga for the proper and sustainable utilisation of resources. All these values remain important to Ngāti Kuia today.

This wāhi tapu symbolises for Ngāti Kuia people the intense nature of their relationship to their environment and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical world. The Anatoki River incorporates the cultural value of Ngāti Kuia mauri. Ngāti Kuia has mana, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa at this awa. We have a responsibility and obligation to this place and its cultural, spiritual, historic and/or traditional values.

2.1 STATEMENT OF COASTAL VALUES

Clause 5.9

2.1: STATEMENT OF COASTAL VALUES

"*E kore a Parawhenua e haere, ki te kore a Rakahore*" ("Water would not flow if it were not for rock - the interdependence of life"). This whakatauki is an expression of how our atua Hine-parawhenua (atua of foreshore) and Rakahore (atua of rocks) have to co-exist. Hine-parawhenua and Rakahore are descendants of Tane, as we Ngāti Kuia are. The Hine-parawhenua (coastline) area forms part of Te Kupenga a Kuia (the net of Kuia) area of interest. We describe the area of the coastal statutory acknowledgement as our tipuna and atua.

This Hine-parawhenua area incorporates our cultural values of take kitea and take tipuna. It is a place which our tipuna discovered, explored, named and used.

Whakapapa Tatai hikohiko *Kupe* *Hine* *Matuahautere* *Matuakuha* *Tukauae* *Kuia*	Our tipuna Kupe explored the outer Marlborough Sounds, known to us as Te Au a Kaikaiawaro. He had a tauranga waka called Te Ope-a-Kupe at Anamāhanga (Port Gore). There are many geographical features named in his exploration in the area by him. Ngāti Kuia are the first of his descendants to permanently reside in this area.
Whakapapa Tatai hikohiko *Kaikaiawaro* *Matuahautere* *Matuakuha* *Tukauae* *Kuia*	Matuahautere in his waka Te Hoiere followed the korero tuku iho of his tipuna Kupe and came to the Pelorus Sound, guided by his kaitiaki Kaikaiawaro. He explored the Pelorus Sound which he named after his waka Te Hoiere. There are numerous geographical features named by him.
Whakapapa *Matuakuha* *Tuhuaia* *Tawake*	Te Puna a Tawhaki is an island named after our tipuna Tawhaki who employed a certain battle tactic which led to the naming of this Island.
Whakapapa *Whatonga* *Tumatakokiri = Moeawhiti* *Rangikarere = Puhikereru* *Nukuwaiata*	Ngāti Kuia has numerous islands and features named after our tipuna. Puangiangi, Hautai, Nukuwaiata are some of these and they take their names from our tipuna who are buried there.
Whakapapa *Tumatakokiri = Moeawhiti* *Pani = Puangiangi* *Hautai*	Nukuwaiata was an island where we gathered tītī, koura, paua and fished. Tītī Island was named by our tipuna because he found tītī there. It became a significant and iconic wāhi tapu for our iwi as generations harvested the tītī and fished the tauranga ika nearby.

Ngāti Kuia tipuna had names for the currents and other features of the Hine-parawhenua area, including:

Te Moana Raukawakawa (Cook Straight).

Te Au a Tokarere (Guards Pass).

Te Papanui-a-Puta ('The Great Rock of Puta'). This is also known as Sentinel Rock and derives its name from a Ngāti Kuia traditional story about Puta and Whiro. Ngāti Kuia tradition states that our tipuna Hinepoupou stopped at Te Papnui-a-puta (Sentinel Rock)

and discovered a tauranga ika (fishing ground) on her epic swim from Kapiti Island to Rangitoto where she lived.

Other places Ngāti Kuia named include Te Pua o Te Wheke, a coastal urupā.

Te Urenui (Fifeshire Rock, Nelson).

Moturoa (Rabbit Island, Waimea).

Te Tai Aorere (the tides from Aorere) (Tasman Bay).

Te Tai Tapu (the sacred tides), named for the journey of our dead as they head towards Te One Tahua (Farewell Spit).

Some of these had kaitiaki (guardians) and taniwha, often in the personification of natural forms like winds, waves, animals, or fish.

Kaikaiawaro is our kaitiaki who comes in the personification of a dolphin, while Tutaeporoporo was a taniwha shark who lived at Waimea Inlet.

Ngāti Kuia tipuna had considerable knowledge of places for gathering kai and other taonga, ways in which to use the resources of Hine-parawhenua and moana and tikanga for the proper and sustainable utilisation of resources. All these values incorporate our take kaitiaki and remain important to Ngāti Kuia today.

Ngāti Kuia's Hine-parawhenua symbolises the intense nature of our relationship to their environment, and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical world. This Hine-parawhenua area incorporates the cultural values of Ngāti Kuia mauri. Ngāti Kuia has mana here, whakapapa associations and history here. We have tikanga and kawa which involve tapu and noa to this place. We have a responsibility and obligation to this place and its cultural, spiritual, historic and traditional values.

2.2 STATEMENT OF ASSOCIATION WITH PAKOHE

Clause 5.24.1(b)

2.2: STATEMENT OF ASSOCIATION WITH PAKOHE

Ngāti Kuia have lived on the argillite mineral belt for generations. It spans from Nga Paepae tangata (the Richmond Range), Motupiko and Motueka Rivers, Whakatu, Kokotoru, Whangamoa, Te Hoiere and onto Rangitoto. Our tupuna were the workers of pakohe and used pakohe for tools, weapons, pendants and for trade. Pakohe forms part of the Ngāti Kuia distinct tribal identity. Ngāti Kuia have karakia, waiata and creation stories about it.

Ngāti Kuia have several names for the different types of pakohe. These include Marutea (a light grey mud colored stone) and Popo (also called Uriuri, black colored stone). We used many other associates stones to make pakohe tools, such as hammer, flinting and smoothing stones.

"*He Waipounamu he maunga pakohe*" is a Ngāti Kuia whakatauki (proverb) about the importance of these taonga (treasures) which Ngāti Kuia worked.

A renowned Ngāti Kuia pakohe hei tiki was named Hine-popo. The female form of the hei tiki is said by Ngāti Kuia to be a representation of Hine-popo (the argillite maiden), also known as Hinepoupou. She lived at Muhakenga on the western side of Rangitoto and a number of argillite quarries and sites are found here. Popo was a valuable type of pakohe. She was a puhi and had several husbands. Eruera Whirihana Kaipara was one of her descendents and he told her story about the swimming from Kapiti to Rangitoto.

He pipi he popo	A splitting adze of argillite
Ka pa ki tua	It touches the back
Ka pa ki waho	It touches outside
Ka pa ki a Tane	It touches Tane.

We were involved in a pakohe industry for generations before the arrival of new tools and technology. It is still considered a taonga by our people today. Pakohe products such as toki (adzes) were traded in Te Tau Ihu, from the Te Moana Raukawakawa region up to Horowhenua and Wairarapa. Ngāti Kuia had a strong whakapapa connection with these areas and traded with them. Communities and trails were developed for the industry such as at Rangitoto, Kaiaua, Whakapuaka, Whakatu, Waimea, Motueka, Te Hoiere and Tītīrangi. Totaranui and Arapaoa were important trading areas.

This pakohe wāhi tapu incorporates our cultural values of take tupuna. They are places which our tupuna explored and used and incorporates our cultural values of take ahi ka. It is a core part to our cultural identity. We are identified as tangata whenua there. Historical pakohe quarries and flinting sites are found throughout the mineral belt area. Some of these quarry, hammer stone and flinting sites include the Oparapara, Hebbards, Bennets and Oakleys quarries.

Ngāti Kuia tupuna had considerable knowledge of places for gathering pakohe and associated rocks, ways in which this taonga could be used with tikanga for the proper and sustainable utilisation of resources. All these values remain important to Ngāti Kuia today.

This taonga symbolises for Ngāti Kuia people the intense nature of their relationship to their environment and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical world. Pakohe incorporates the cultural value of Ngāti Kuia mauri. Ngāti Kuia has mana, whakapapa associations and history associated with this taonga. We have tikanga and kawa which involve tapu and noa and a responsibility and obligation to this taonga and its cultural, spiritual, historic and/or traditional values.

3. POU WHAKĀRO (DEEDS OF RECOGNITION)

3: POU WHAKĀRO (DEEDS OF RECOGNITION)

THIS DEED is made by **THE CROWN** which agrees as follows:

1. INTRODUCTION

1.1 The Crown has granted this deed as part of the redress under Te Whakatau / deed of settlement, with:

1.1.1 **Ngāti Kuia** (the settling group); and

1.1.2 **Te Runanga o Ngāti Kuia Trust** (the governance entity).

2. STATEMENTS OF ASSOCIATION

2.1 In Te Whakatau / deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the **statutory areas**):

2.1.1 Lake Rotoiti, Nelson Lakes National Park;

2.1.2 Lake Rotoroa, Nelson Lakes National Park;

2.1.3 Te Ope-a-Kupe (Anamāhanga/Port Gore);

2.1.4 Puhikereru (Mt Furneaux):

2.1.5 Parororangi (Mt Stokes);

2.1.6 Te Taero-a-Kereopa (Boulder Bank Scenic Reserve);

2.1.7 Tarakaipa Island;

2.1.8 Ngā Motutapu Titi (Titi Island Nature Reserve and Chetwode Island Nature Reserve);

2.1.9 Nga Whatu (Whatu Tipare, Whatu Kaipono) (the Brothers);

2.1.10 Te Hoiere (Pelorus Sound);

2.1.11 Maungatapu (Parikarearea);

2.1.12 Pouwhakarewarewa (Stephens Island);

2.1.13 Te Aumiti (French Pass Scenic Reserve);

2.1.14 Tītīrangi Bay;

2.1.15 Te Matau (Separation Point);

2.1.16 Maitai (Mahitahi) River and its tributaries;

2.1.17 Waimea, Wai-iti, and Wairoa Rivers and their tributaries;

2.1.18 Kaituna River and its tributaries;

2.1.19 Te Hoiere (Pelorus) River and its tributaries;

2.1.20 Motueka and Motupiko Rivers and their tributaries; and

2.1.21 Anatoki River and its tributaries.

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 governance entity concerning the settling group's association 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 governance entity under clause 3.1, provide the governance entity 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 governance entity and the Minister of Conservation and Director-General of Conservation 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 governance entity continues to have input into the activities referred to in clause 3.2 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.

6. NOTICES

6.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 5 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is:

Area Manager
Department of Conservation
Port Marlborough Building
14 Auckland Street
P O Box 161
Picton 7250
Fax 3 520 3003

7. AMENDMENT

7.1 This deed may be amended only by written agreement signed by the governance entity and the Crown.

8. NO ASSIGNMENT

8.1 The governance entity may not assign its 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

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

governance entity means Te Runanga o Ngāti Kuia Trust; and

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

Minister means the Minister of Conservation; and

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

settling group and **Ngāti Kuia** have the meaning given to them by clause 8.5 of Te Whakatau / deed of settlement; 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

Te **Whakatau** or **deed of settlement** means Te Whakatau / deed of settlement dated [***date***] between the settling group, the governance entity, and the Crown; 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 Te Whakatau / 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 for and on behalf of **THE CROWN**
by the Miniser of Conservation
in the presence of: _____

_____

Signature of Witness

Witness Name:

Occupation:

Address:

SIGNED for and on behalf of **THE CROWN**
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: POU WHAKĀRO (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 Te Whakatau / deed of settlement, with:

1.1.1 **Ngāti Kuia** (the settling group); and

1.1.2 **Te Runanga o Ngāti Kuia Trust** (the governance entity).

1.2 In Te Whakatau / deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the **statutory areas**):

1.2.1 Maitai (Mahitahi) River and its tributaries;

1.2.2 Waimea, Wai-iti, and Wairoa Rivers and their tributaries;

1.2.3 Kaituna River and its tributaries;

1.2.4 Te Hoiere (Pelorus) River and its tributaries;

1.2.5 Motueka and Motupiko Rivers and their tributaries; and

1.2.6 Anatoki River and its tributaries.

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 must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.

2.2 Clause 2.1 applies to 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 governance entity under clause 2.1:

2.3.1 provide the governance entity with sufficient information to make informed decisions, and

2.3.2 inform the governance entity 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:

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

2.1.2 the bed of an artificial water course;

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

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 governance entity 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 governance entity continues to have input into the activities referred to in clause 2.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

5 NOTICES

5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 5 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
C/O Land Information New Zealand
PO Box 5501
Wellington 6145 .

6 AMENDMENT

6.1 This deed may be amended only by written agreement signed by the governance entity and the Commissioner of Crown Lands.

7 NO ASSIGNMENT

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

8 DEFINITIONS

8.1 In this deed:

Commissioner of Crown Lands means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948; 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

governance entity means Te Runanga o Ngāti Kuia Trust; 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

settling group and **Ngāti Kuia** have the meaning given to them by clause 8.5 of the deed of settlement; and

settlement legislation means the Act referred to in clause 1.4; 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

Te Whakatau or **deed of settlement** means the deed of settlement dated 23 October 2010 between the settling group, the governance entity, and the Crown; 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 Te Whakatau / 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 Te Whakatau / deed of settlement, Te Whakatau / deed of settlement prevails.

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

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

_____

Signature of Witness

Witness Name:

Occupation:

Address:

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***]

4. PROTOCOLS

4.1 CONSERVATION PROTOCOL

Clause 5.12.1

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

1. INTRODUCTION

1.1 Under Te Whakatau / deed of settlement dated 23 October 2010 between Ngāti Kuia 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 Kuia Governance Entity (the "**Governance Entity**") on matters specified in the Protocol. These matters are:

1.1.1 Purpose of the Protocol - Part 2

1.1.2 Protocol Area - Part 3

1.1.3 Terms of Issue - Part 4

1.1.4 Implementation and Communication - Part 5

1.1.5 Business Planning - Part 6

1.1.6 Management Planning - Part 7

1.1.7 Marine Mammal - Part 8

1.1.8 Water/Wai - Part 9

1.1.9 Cultural Materials - Part 10

1.1.10 Historic Resources - Wāhi Tapu - Part 11

1.1.11 Natural Heritage - Part 12

1.1.12 Pest Control - Part 13

1.1.13 Resource Management Act 1991 - Part 14

1.1.14 Visitor and Public information - Part 15

1.1.15 Concession Applications - Part 16

1.1.16 Appointments to Boards - Part 17

1.1.17 Consultation - Part 18.

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

1.3 Subject to the Conservation Act 1987, the Department's functions include "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 Kuia accept a responsibility as kaitiaki under tikanga Māori to preserve, protect, and manage all land, and all other natural and historic resources within their rohe. Other redress in the Deed of Settlement relevant to Ngāti Kuia's kaitiaki role include the overlay classification and statutory kaitiaki role over the Titi and Chetwode Islands Nature Reserves and the overlay classification over Maud Island (Tom Shand Scientific Reserve. In exercising its kaitiaki role Ngāti Kuia will be guided by, but not restricted to, its planning documents such as [TO INSERT]

2. PURPOSE OF THE PROTOCOL

2.1 The purpose of this Protocol is to assist the Department and the Governance Entity to exercise their respective responsibilities with the utmost cooperation to achieve over time the policies, actions and outcomes sought by both.

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

2.3 Ngāti Kuia and the Department consider that this Protocol should contribute to achieving the following aspirations of Ngāti Kuia:

2.3.1 acknowledgment and recognition by the Department of the customary, traditional, spiritual and historical interests of Ngāti Kuia over their entire rohe;

2.3.2 the development by Ngāti Kuia of capacity and capability to exercise an effective kaitiaki role and participate in the management of lands and resources of customary, traditional, spiritual and historical significance to Ngāti Kuia;

2.3.3 the establishment of lasting relationships between Ngāti Kuia and the Department.

3. PROTOCOL AREA

3.1 The Protocol applies across the Ngāti Kuia Protocol Area which is the area identified in the map included in Attachment A of this Protocol. Ngāti Kuia identify the Protocol Area as aligning with their rohe.

4. TERMS OF ISSUE

4.1 This Protocol is issued pursuant to section [ ] of the [ ] Act [ ] (the "**Settlement Legislation**") and clause 5.12.1 of the Deed of Settlement. The provisions of the Settlement Legislation and the Deed of Settlement specifying the terms on which this Protocol is issued are set out in Attachment B of the Protocol.

5. IMPLEMENTATION AND COMMUNICATION

5.1 The Department will seek to establish and maintain effective and efficient communication with Ngāti Kuia on a continuing basis by:

5.1.1 Maintaining information on the Governance Entity's office holders, and their addresses and contact details;

5.1.2 Providing a primary departmental contact for the Governance Entity who will act as a liaison person with other departmental staff;

5.1.3 Providing reasonable opportunities for the Governance Entity to meet with departmental managers and staff;

5.1.4 Holding alternate meetings hosted by the Department and a Ngāti Kuia marae or other venue chosen by the Governance Entity to discuss issues that may have arisen every six months, unless otherwise agreed. The parties may also:

(a) annually review implementation of the Protocol; and

(b) led by the Governance Entity, arrange for an annual report back to the members of the Governance Entity in relation to any matter associated with the implementation of this Protocol; and

5.1.5 Training relevant staff and briefing Conservation Board members on the content of the Protocol.

5.2 The Department will, where relevant, inform conservation stakeholders about this Protocol and the Ngāti Kuia settlement, and provide on-going information as required.

5.3 The Department will advise the Governance Entity of any departmental policy directions and the receipt of any research reports relating to matters of interest to Ngāti Kuia within the Protocol Area, and provide copies or the opportunity for the Governance Entity to study those reports (subject to clause 20.1).

6. BUSINESS PLANNING

6.1 The Department's annual business planning process determines the Department's conservation work priorities.

6.2 The process for the Governance Entity to identify and/or develop specific projects for consideration by the Department is as follows:

6.2.1 The Department and the Governance Entity will on an annual basis identify priorities for undertaking specific projects requested by the Governance Entity. The identified priorities for the upcoming business year will be taken forward by the Department into its business planning process and considered along with other priorities.

6.2.2 The decision on whether any specific projects will be funded in any business year will be made by the Conservator and General Manager Operations, after following the co-operative processes set out above.

6.2.3 If the Department decides to proceed with a specific project request by the Governance Entity, the Governance Entity and the Department 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.

6.2.4 If the Department decides not to proceed with a specific project it will communicate to the Governance Entity the factors that were taken into account in reaching that decision.

6.3 The Department will consider inviting the Governance Entity to participate in specific projects, including the Department's volunteer and conservation events that may be of interest to Ngāti Kuia.

7. MANAGEMENT PLANNING

7.1 The Department will provide opportunities for the Governance Entity to input into any relevant Conservation Management Strategy reviews or Management Plans, if any, within the Protocol Area.

8. MARINE MAMMALS

8.1 The Department administers the Marine Mammals Protection Act 1978 and the Marine Mammals Regulations 1992. These provide for the establishment of marine mammal sanctuaries, for permits in respect of marine mammals, the disposal of sick or dead specimens and the prevention of marine mammal harassment. All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. Under that Act the Department is responsible for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, as well as the public.

8.2 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.

8.3 The Department believes that there are opportunities to meet the cultural interests of Ngāti Kuia and to facilitate the gathering of scientific information. This Protocol is intended to meet both needs by way of a co-operative approach to the management of whale strandings and to provide general guidelines for the management of whale strandings in the DOC Protocol Area, and for the recovery by Ngāti Kuia of bone and other material for cultural purposes from dead marine mammals.

8.4 There may be circumstances during a stranding in which euthanasia is required, for example if the animal is obviously distressed or if it is clear that a refloating operation is unsuccessful. The decision to euthanase, which will be made in the best interests of marine mammals and public safety, is the responsibility of an officer or person authorised by the Minister of Conservation. The Department will make every effort to inform the Governance Entity before any decision to euthanase.

8.5 Both the Department and Ngāti Kuia acknowledge the scientific importance of information gathered at strandings. Decisions concerning the exact nature of the

scientific samples required and the subsequent disposal of any dead animals, including their availability to Ngāti Kuia, will depend on the species.

8.6 The following species ("category 1 species") are known to strand most frequently on New Zealand shores. In principle these species should be available to the Governance Entity for the recovery of bone once scientific data and samples have been collected. If there are reasons why this principle should not be followed, they must be discussed between the parties to this Protocol. Category 1 species are:

8.6.1 Common dolphins (Delphinus delphis)

8.6.2 Long-finned pilot whales (Globicephala melas)

8.6.3 Sperm whales (Physeter macrocephalus).

8.7 The following species ("category 2 species") 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 first priority. In most instances, bone from category 2 species will be made available to the Governance Entity after autopsy if requested:

8.7.1 All baleen whales

8.7.2 Short-finned pilot whale (Globicephala macrorhynchus)

8.7.3 Beaked whales (all species, family Ziphiidae)

8.7.4 Pygmy sperm whale (Kogia breviceps)

8.7.5 Dwarf sperm whale (Kogia simus)

8.7.6 Bottlenose dolphin (Tursiops truncatus)

8.7.7 Maui's Dolphin (Cephalorhynchus hectori maui)

8.7.8 Hector's dolphin (Cephalorhynchus hectori hectori)

8.7.9 Dusky dolphin (Lagenorhynchus obscurus)

8.7.10 Risso's dolphin (Grampus griseus)

8.7.11 Spotted dolphin (Stenella attenuata)

8.7.12 Striped dolphin (Stenella coeruleoalba)

8.7.13 Rough-toothed dolphin (Steno bredanensis)

8.7.14 Southern right whale dolphin (Lissodelphis peronii)

8.7.15 Spectacled porpoise (Australophocoena dioptrica)

8.7.16 Melon-headed whale (Peponocephala electra)

8.7.17 Pygmy killer whale (Feresa attenuata)

8.7.18 False killer whale (Pseudorca crassidens)

8.7.19 Killer whale (Orcinus orca)

8.7.20 Any other species of cetacean previously unknown in New Zealand waters.

8.8 If Ngāti Kuia does not wish to recover the bone or otherwise participate the Governance Entity will notify the Department whereupon the Department will take responsibility for disposing of the carcass.

8.9 Because the in-situ recovery of bones involves issues relating to public health and safety, including the risk of infection from dead and decaying tissue, it needs to be attempted only by the informed and skilled. Ngāti Kuia bone recovery teams will also want to ensure that the appropriate cultural tikanga is understood and followed. However, both parties acknowledge that generally burial will be the most practical option.

8.10 Subject to the prior agreement of the Conservator, where disposal of a dead stranded marine mammal is carried out by the Governance Entity, the Department will meet the reasonable costs incurred up to the estimated costs which would otherwise have been incurred by the Department to carry out the disposal.

8.11 The Department will:

8.11.1 reach agreement with the Governance Entity on authorised key contact people who will be available at short notice to make decisions on the desire of Ngāti Kuia to be involved when there is a marine mammal stranding;

8.11.2 promptly notify the key contact people of all stranding events; and

8.11.3 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 Kuia tikanga.

8.12 In areas of overlapping interest, Ngāti Kuia will work with relevant iwi and the Department to agree on a process to be followed when managing marine mammal strandings.

9. WATER / WAI

9.1 Water / Wai is significant to Ngāti Kuia for its intrinsic value and spiritual reasons, as well as practical reasons as a sustaining source of mahinga kai.

9.2 The bodies of fresh water within the Protocol Area are of particular significance to Ngāti Kuia and include, but are not limited to, the catchments of the bodies in Appendix A.

9.3 The Department is responsible for public conservation waters and for the preservation, as far as is practicable, of all indigenous freshwater fisheries, and for the protection of recreational freshwater fisheries and fresh water fish habitats.

9.4 In carrying out its statutory functions relating to public conservation waters and freshwater fisheries the Department will:

9.4.1 seek and facilitate early consultation with the Governance Entity;

9.4.2 provide the Governance Entity with opportunities to review and assess water and water body plans, programmes and outcomes; and

9.4.3 provide the Governance Entity with opportunities to participate in the monitoring and management activities of indigenous freshwater fisheries and freshwater fish habitats that the Department undertakes.

10. CULTURAL MATERIALS

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

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

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

10.3.1 Consider requests from the Governance Entity for access to and use of cultural materials within the Protocol Area when required for cultural purposes, in accordance with relevant legislation, general policy, and any relevant conservation management strategy or conservation management plan (including any national park management plan);

10.3.2 Consult with the Governance Entity in circumstances where there are competing requests between the Governance Entity and non-Ngāti Kuia persons or entities for the use of cultural materials, for example for scientific research purposes;

10.3.3 Agree, where appropriate and taking into consideration the interest of other representatives of tangata whenua, for the Governance Entity to have access to cultural materials which become available as a result of departmental operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death or otherwise through natural causes.

10.4 Where appropriate, the Department will consult with the Governance Entity on the development of procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation.

11. HISTORIC RESOURCES - WĀHI TAPU

11.1 Ngāti Kuia 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.

11.2 Places that are sacred or significant to Ngāti Kuia include, but are not limited to, those places listed in Appendix B.

11.3 The Department has a statutory role to conserve historic resources in protected areas and will endeavour to do this for sites of significance to Ngāti Kuia in association with the Governance Entity and according to Ngāti Kuia tikanga.

11.4 Ngāti Kuia may provide to the Department information on sacred or significant sites not listed in Appendix B that it intends to remain confidential. The Department accepts that non-disclosure of locations and other information about places known to Ngāti Kuia may be an option that the Governance Entity chooses to take to preserve the wāhi tapu nature of places. There may be other situations where the Governance Entity will ask the Department to treat information it provides on wāhi tapu sites in a confidential way.

11.5 The Department and the Governance Entity 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 Kuia.

11.6 The Department will work with the Governance Entity at the Area Office level to respect Ngāti Kuia values attached to identified wāhi tapu and other places of significance on lands administered by the Department by:

11.6.1 discussing with the Governance Entity, by the end of the second year of this Protocol being issued and on a continuing basis, practical ways in which Ngāti Kuia can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the Protocol Area;

11.6.2 managing sites of historic significance to Ngāti Kuia 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 Kuia;

11.6.3 informing the Governance Entity if wheua tangata or kōiwi are found within the Protocol Area; and

11.6.4 assisting in recording and protecting wāhi tapu and other places of cultural significance to Ngāti Kuia where appropriate, to seek to ensure that they are not desecrated or damaged.

12. NATURAL HERITAGE

12.1 The Department aims at conserving the full range of New Zealand's ecosystems, maintaining or restoring the ecological integrity of managed sites, and ensuring the survival of indigenous species, in particular those with unique or distinctive values or most at risk of extinction.

12.2 In recognition of the cultural, historical and traditional association of Ngāti Kuia with indigenous flora and fauna found within the Protocol Area for which the Department has responsibility, the Department will inform the Governance Entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for the Governance Entity to participate in these programmes.

13. PEST CONTROL

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

be done in a way that maximises the value from limited resources available to do this work.

13.2 The Department will:

13.2.1 seek and facilitate early consultation with the Governance Entity on pest control activities within the Protocol Area, particularly in relation to the use of poisons;

13.2.2 provide the Governance Entity with opportunities to review and assess programmes and outcomes; and

13.2.3 where appropriate, consider co-ordinating its pest control programmes with those of the Governance Entity when the Governance Entity is an adjoining landowner.

14. RESOURCE MANAGEMENT ACT 1991

14.1 Ngāti Kuia and the Department both have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.

14.2 From time to time, the Governance Entity and the Department will seek to identify particular issues of likely mutual interest for discussion. It is recognised that the Department and the Governance Entity will continue to participate separately in Resource Management processes, including making separate submissions in any Resource Management Act processes.

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

14.3.1 wherever possible, discuss with the Governance Entity the general approach that Ngāti Kuia and the Department may take in respect of advocacy under the Resource Management Act, and seek to identify their respective priorities and issues of mutual concern;

14.3.2 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

14.3.3 make non-confidential resource information held by the Department available to the Governance Entity to assist in improving their effectiveness in resource management advocacy work.

15. VISITOR AND PUBLIC INFORMATION

15.1 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.

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

15.3 The Department will work with the Governance Entity at the Area Office level to encourage respect for Ngāti Kuia cultural heritage values by:

15.3.1 seeking to raise public awareness of any positive conservation partnerships between the Governance Entity, the Department and other stakeholders, for example, by way of publications, presentations, and seminars;

15.3.2 seeking to reflect Ngāti Kuia values and associations when developing visitor and public information;

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

(a) obtaining the consent of the Governance Entity for disclosure of information from it, and

(b) consulting with the Governance Entity prior to the use of information about Ngāti Kuia values for new interpretation panels, signs and visitor publications.

16. CONCESSION APPLICATIONS

16.1 For the purpose of the Protocol Ngāti Kuia has identified that applications for permits for customary use of tītī (including permits to access the islands for that purpose) from Titi and Chetwode Island Nature Reserves is a category of concession that clause 16.3 will apply to.

16.2 By the end of the second year of this Protocol being issued and on a continuing basis, the Department will work with the Governance Entity to identify further categories of concessions that may impact on the cultural, historic or historical values of.

16.3 In relation to the concession applications within the categories identified by the Department and Governance Entity under clause 16.2, the Minister will:

16.3.1 consult with the Governance Entity with regard to any applications or renewals of applications within the Protocol Area, and seek the input of the Governance Entity by:

(a) providing for the Governance Entity to indicate within 10 working days whether applications have any impacts on Ngāti Kuia's cultural, spiritual and historic values; and

(b) if the Governance Entity indicates that an application has any such impacts, allowing a reasonable specified timeframe (of at least a further 10 working days) for comment;

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

16.3.3 prior to issuing concessions to carry out activities on land managed by the Department within the Protocol Area, and following consultation with the Governance Entity, the Minister will advise the concessionaire of Ngāti Kuia tikanga and values and encourage communication between the concessionaire and the Governance Entity if appropriate; and

16.3.4 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 11.6.2; and

(b) be encouraged to consult with the Governance Entity before using cultural information of Ngāti Kuia.

17. APPOINTMENTS TO BOARDS

17.1 The Department will advise the Governance Entity 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.

18. CONSULTATION

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

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

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

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

18.1.4 ensuring that the Department will approach the consultation with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the consultation.

18.2 Where the Department has consulted with the Governance Entity as specified in clause 18.1, the Department will report back to the Governance Entity on the decision made as a result of any such consultation.

19. DEFINITIONS

19.1 In this Protocol:

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

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

Crown means 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.

Governance Entity means Te Runanga o Ngāti Kuia Trust;

Ngāti Kuia has the meaning set out in clause 8.5 of the Deed of Settlement;

Kaitiaki means environmental guardians;

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

Tikanga Māori refers to Māori traditional customs.

20. PROVISION OF INFORMATION

20.1 Where the Department is to provide information to the Governance Entity under this Protocol, this information will be provided subject to the provisions of the Official Information Act 1981.

ISSUED on [ ]

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

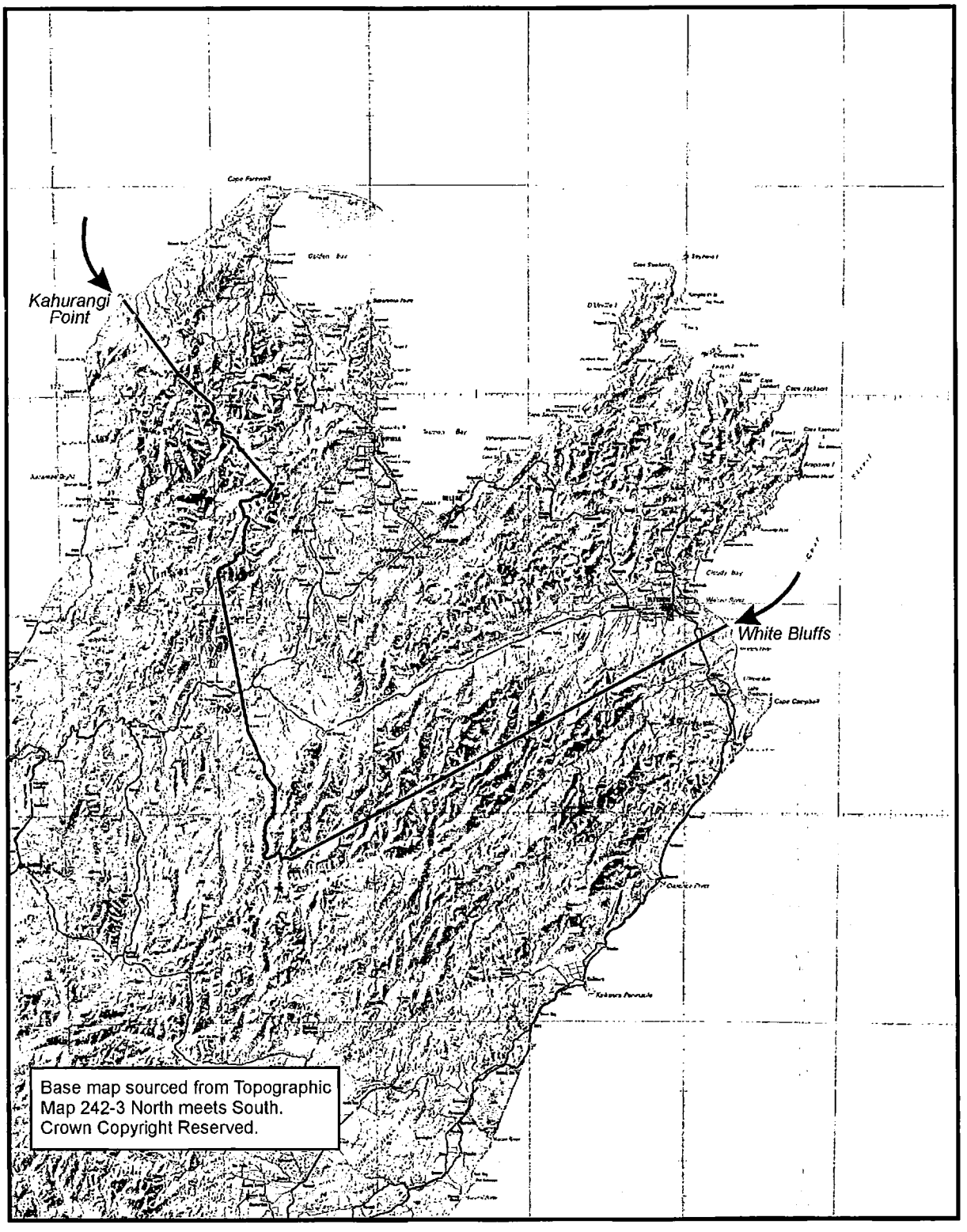
Signature of Witness

Witness Name:

Occupation:

Address:

ATTACHMENT A
NGĀTI KUIA DOC PROTOCOL AREA



ATTACHMENT B
TERMS OF ISSUE

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

1. Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (clause 5.15).

[to insert terms of issue from the settlement legislation]

APPENDIX A - FRESH WATER BODIES OF SIGNIFICANCE

The following as identified in Ngāti Kuia Te Whakatau / deed of settlement.

- Lake Rotoiti
- Lake Rotoroa
- Te Hoiere River (Pelorus River)
- Kaituna River
- Mahitahi River (Maitahi River)
- Motupiko / Motueka Rivers
- Anatoki River

APPENDIX B - WĀHI TAPU PLACES

The following as identified in Ngāti Kuia Te Whakatau / deed of settlement.

- Nga Whatu Tipare and Whatu Kaipono / The Brothers Islands
- Te Ope-a-Kupe (Anamāhanga / Port Gore)
- Puhikereru Maunga / Mount Furneaux (Anamāhanga / Port Gore)
- Parororangi / Mount Stoke (Kenepuru Sound)
- Ngā Motu Titi; Titi Island Nature Reserve and Chetwode Islands Nature Reserve and associated rocks
- Tītīrangi
- Te Hoiere / Pelorus Sound
- Parikarearea at Maungatapu
- Tarakaipa Island
- Pouwhakarewarewa /Takapourewa (Stephens Island)
- Te Aumiti-a-Te-Kawau-a-Toru (French Pass Scenic Reserve)
- Te Taero-a-Kereopa, (Nelson)
- Te Matau (Separation Point)

4.2 FISHERIES PROTOCOL

Clause 5.12.2

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

1 INTRODUCTION

1.1 The Crown, through the Minister of Fisheries and Aquaculture (the "**Minister**") and Chief Executive of the Ministry of Fisheries (the "**Chief Executive**"), recognises that Ngāti Kuia as tangata whenua are entitled to have input and participation in fisheries planning processes that affect fish stocks in the Ngāti Kuia Fisheries Protocol Area (the "**Fisheries Protocol Area**") and that are managed by the Ministry of Fisheries (the "**Ministry**") under the Fisheries Act 1996. Ngāti Kuia 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 Te Whakatau / Deed of Settlement dated [*insert date*] between Ngāti Kuia 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 Te Runanga o Ngāti Kuia Trust (the "**Governance Entity**") in relation to matters specified in the Protocol. These matters are:

1.2.1 recognition of the interests of Ngāti Kuia 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 national fisheries plans;

1.2.3 iwi fisheries plan;

1.2.4 customary non-commercial fisheries management;

1.2.5 contracting for services;

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

1.2.7 information exchange;

1.2.8 rāhui; and

1.2.9 changes to policy and legislation affecting this Protocol.

1.3 For the purposes of this Fisheries Protocol, the Governance Entity is the body representative of the whānau, hapū and iwi of Ngāti Kuia who have an interest in the sustainable utilisation of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area. Ngāti Kuia have a responsibility in relation to the preservation, protection and management of their customary non-commercial fisheries 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 and to ensure the integrity of fisheries management systems.

1.5 The Ministry and Ngāti Kuia 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 Chief Executive have certain functions, powers and duties in terms of the Fisheries Legislation and the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. With the intention of creating a relationship that achieves, over time, the fisheries policies and outcomes sought by both Ngāti Kuia and the Ministry consistent with the Ministry's obligations as set out in clause 1.4, this Protocol sets out how the Ministry, the Minister and the Chief Executive will exercise their functions, powers and duties in relation to matters set out in this Protocol. In accordance with this Protocol, the Governance Entity will have 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 Governance Entity whenever it proposes to consult with a hapū or iwi of Ngāti Kuia or with another iwi or hapū with interests inside the Fisheries Protocol Area on matters that could affect the interests of Ngāti Kuia.

2 NGĀTI KUIA FISHERIES PROTOCOL AREA

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

3 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**") that implements clause 5.12.2 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 terms of issue set out in Attachment B.

4 IMPLEMENTATION AND COMMUNICATION

4.1 The Ministry will meet with the Governance Entity to agree a strategy to implement this Fisheries Protocol as soon as practicable after this Protocol is issued. 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 Governance Entity;

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

4.1.4 meetings between Ngāti Kuia 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 Governance Entity by:

4.3.1 maintaining, at national and regional levels, information provided by the Governance Entity on the office holders of the Governance Entity, addresses and contact details; and

4.3.2 providing reasonable opportunities for the Governance Entity to meet with Ministry managers and staff.

4.4 The Ministry will:

4.4.1 consult and involve the Governance Entity 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 REGIONAL IWI FORUMS

5.1 The Ministry will continue to work with iwi in the operation and development of the Te Tau Ihu regional iwi forum, to enable iwi to have input into and to participate in processes to address fisheries plans.

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

6.1 Ngāti Kuia are entitled to input into and participation in the Ministry's national fisheries plans, where these are being developed and 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 objectives.

6.2 Ngāti Kuia's input and participation will be recognised and provided for through the iwi fisheries plan referred to in clause 7, which the Ministry must have particular regard to when developing national fisheries plans that relate to the Fisheries Protocol Area.

6.3 Where it is intended that any sustainability measures will be set or varied that are not addressed in any Ministry national fisheries plan, the Ministry will ensure that the input and participation of Ngāti Kuia is provided for.

7 IWI FISHERIES PLAN

7.1 The Governance Entity will develop an iwi fisheries plan that relates to the Fisheries Protocol Area.

7.2 The Ministry will assist the Governance Entity, within the resources available to the Ministry, to develop an iwi fisheries plan that relates to the Fisheries Protocol Area.

7.3 The Ministry and the Governance Entity agree that the iwi fisheries plan will address:

7.3.1 the objectives of the Governance Entity for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Fisheries Protocol Area;

7.3.2 Ngāti Kuia's view on what constitutes their exercise of kaitiakitanga within the protocol area;

7.3.3 how the Governance Entity will participate in fisheries planning in the Fisheries Protocol Area; and

7.3.4 how the customary, commercial and recreational fishing interests of the Governance Entity will be managed in an integrated way.

7.4 The Ministry and the Governance Entity agree to meet, as soon as reasonably practicable, to discuss:

7.4.1 the content of the iwi fisheries plan, including how the plan will legally protect and recognise the mana of Ngāti Kuia; and

7.4.2 ways in which the Ministry will work with the Governance Entity to develop and review the iwi fisheries plan.

8 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

8.1 The Ministry undertakes to provide the Governance Entity 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:

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

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

8.1.3 training the appropriate representatives of Ngāti Kuia to enable them to administer and implement the Fisheries (South Island Customary Fishing) Regulations 1999.

9 CONTRACTING FOR SERVICES

9.1 The Ministry will consult with the Governance Entity in respect of any contract for the provision of services that may impact on the management of customary fisheries within the Fisheries Protocol Area, if the Ministry is proposing to enter into such a contract.

9.2 The level of consultation shall be relative to the degree to which the contract impacts upon the interests of other iwi as well as those of Ngāti Kuia, and may be achieved by one or more of the following:

9.2.1 the Ministry may notify the Governance Entity of a contract for fisheries services;

9.2.2 the Ministry may notify the Governance Entity of an invitation to tender for fisheries services; and

9.2.3 the Ministry may direct a successful contractor to engage with the Governance Entity as appropriate, in undertaking the relevant fisheries services.

9.3 If the Governance Entity is contracted for fisheries services then clause 9.2.3 will not apply in relation to those fisheries services.

10 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

10.1 The Ministry will consult with the Governance Entity on certain aspects of the employment of Ministry staff if a vacancy directly affects the fisheries interests of Ngāti Kuia in relation to the Fisheries Protocol Area.

10.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other iwi as well as those of Ngāti Kuia, and may be achieved by one or more of the following:

10.2.1 consultation on the job description and work programme;

10.2.2 direct notification of the vacancy;

10.2.3 consultation on the location of the position; and

10.2.4 input into the selection of the interview panel.

11 CONSULTATION

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

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

11.1.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

11.1.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation; and

11.1.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation.

11.2 Where the Ministry has consulted with the Governance Entity as specified in clause 11.1, the Ministry will report back to the Governance Entity, either in person or in writing, on the decision made as a result of any such consultation.

12 RĀHUI

12.1 The Ministry recognises that rāhui is a traditional use and management practice of Ngāti Kuia and supports their rights to place traditional rāhui over their customary fisheries.

12.2 The Ministry and Governance Entity acknowledge that a traditional rāhui placed by the Governance Entity over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice. Ngāti Kuia undertakes to inform the Ministry of the placing and the lifting of a rāhui by Ngāti Kuia over their customary fisheries, and also the reasons for the rāhui.

12.3 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 Kuia over their customary fisheries, in a manner consistent with the understandings outlined in clause 12.2 above.

12.4 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 Kuia 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.

13 INFORMATION EXCHANGE

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

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

13.3 The Ministry will provide to the Governance Entity any reasonably available information concerning the management of species or stocks that are of significance to Ngāti Kuia.

14 DISPUTE RESOLUTION

14.1 If either the Ministry or the Governance Entity considers there has been a problem with the implementation of this Protocol, then that party may give written notice to the other

party that they are in dispute. The following process will be undertaken once notice is received by the other party to this Protocol:

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

14.1.2 If the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 14.1, the Chief Executive of the Ministry and representative of the Governance Entity will meet to work in good faith to resolve the issue;

14.1.3 If the dispute has not been resolved within 45 working days of receipt of the notice referred to in clause 14.1 despite the process outlined in clauses 14.1.1 and 14.1.2 having been followed, the Ministry and Governance Entity may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.

14.2 In the context of any dispute that has been initiated under clause 14.1, the Ministry and the Governance Entity will place utmost importance on the fact that the Ministry and Ngāti Kuia 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.

15 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

15.1 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:

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

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

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

16 DEFINITIONS

16.1 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;

Governance Entity means Te Runanga o Ngāti Kuia Trust;

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

Settlement Date means [ ].

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

SIGNED for and on behalf of)
THE CROWN)
by the Miniser of Fisheries and Aquaculture)
in the presence of:) _____

_____

Signature of Witness

Witness Name:

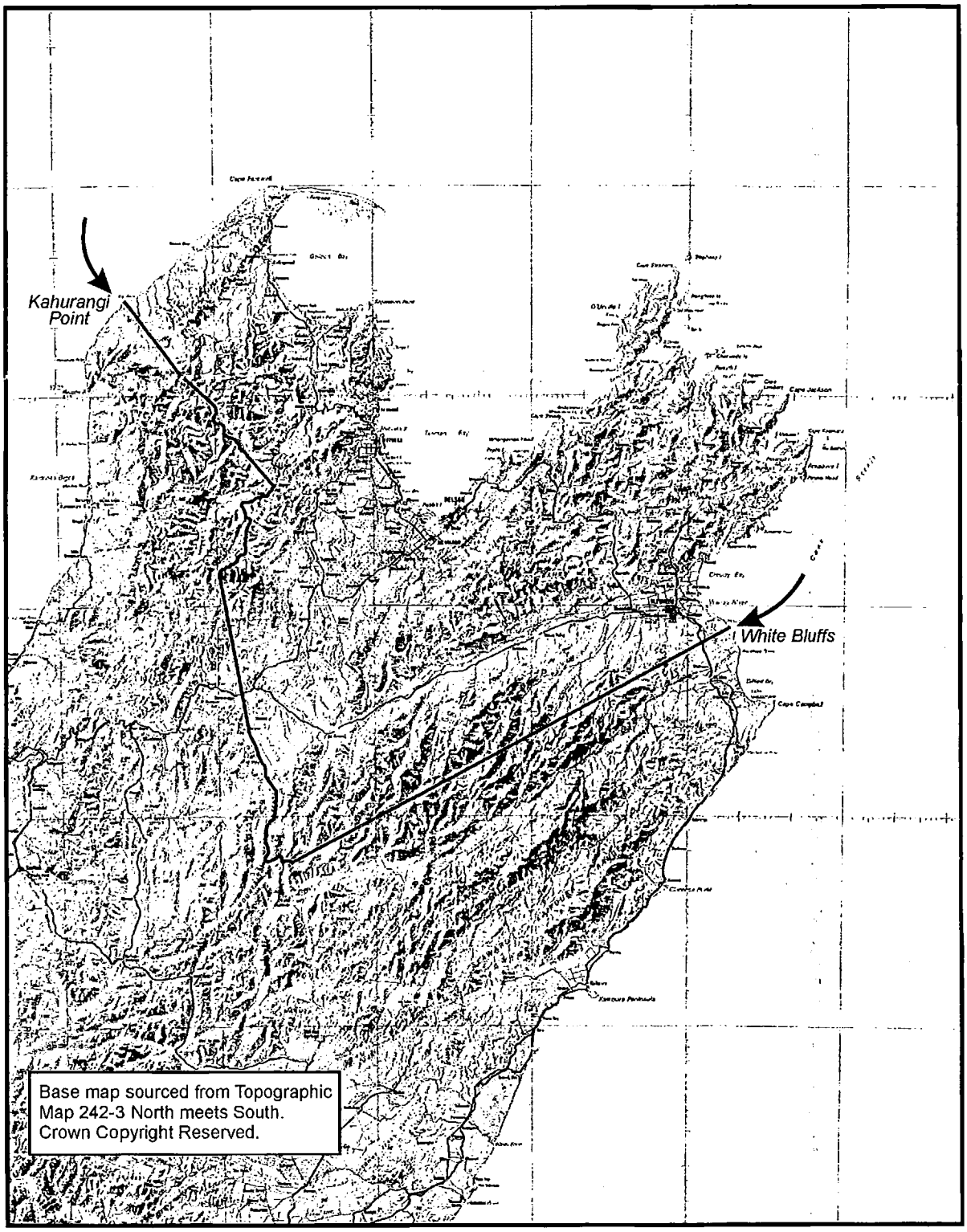
Occupation:

Address:

4.2: FISHERIES PROTOCOL

ATTACHMENT A

FISHERIES PROTOCOL AREA



ATTACHMENT B

TERMS OF ISSUE

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

1. Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (clause 5.15).

[to insert terms of issue from the settlement legislation]

4.3 TAONGA TŪTURU PROTOCOL

Clause 5.12.3

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

1 INTRODUCTION

1.1 Under Te Whakatau / deed of settlement dated 23 October 2010 between Ngāti Kuia 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 governance entity on matters specified in the Protocol. These matters are:

1.1.1 Protocol Area - Part 2;

1.1.2 Terms of issue - Part 3

1.1.3 Implementation and communication - Part 4

1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 - Part 5

1.1.5 The role of the Minister under the Protected Objects Act 1975 - Part 6

1.1.6 Ngāti Kuia, Te Papa Tongarewa and other museums - Part 7

1.1.7 Registration as a collector of Ngā Taonga Tūturu - Part 8

1.1.8 Board Appointments - Part 9

1.1.9 National Monuments, War Graves and Historical Graves - Part 10

1.1.10 Historical publications Ngāti Kuia - Part 11

1.1.11 Cultural and/or Spiritual Practices - Part 12

1.1.12 Consultation - Part 13

1.1.13 Changes to policy and legislation - Part 14

1.1.14 Definitions - Part 15.

1.2 For the purposes of this Protocol the governance entity is the body representative of the whānau and iwi of Ngāti Kuia who have an interest in the matters covered under this Protocol deriving from their status as tangata whenua in the Protocol Area.

1.3 The Ministry and the governance entity are seeking a relationship consistent with Te Tiriti o Waitangi / the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi / the Treaty of Waitangi provides the basis for the relationship between the parties to this Protocol, as set out in this Protocol.

1.4 The purpose of the Protected Objects Act 1975 is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by

establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.

1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in Clause 1.1. In exercising these roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input into the matters set out in Clause 1.1.

1.6 Ngāti Kuia and the Chief Executive intend that this Protocol should contribute to achieving the following objectives:

1.6.1 acknowledgment and recognition by the Ministry of the customary, traditional, spiritual and historical interests of Ngāti Kuia over their entire rohe;

1.6.2 the development by Ngāti Kuia of the capacity and capability to exercise an effective kaitiaki and management role over ngā Taonga Tūturu;

1.6.3 the establishment of a positive, constructive and durable relationship between Ngāti Kuia and the Ministry.

2 PROTOCOL AREA

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

3. TERMS OF ISSUE

3.1 This Protocol is issued pursuant to section *("to be completed")* Claims Settlement Act 2010 (the "**Settlement Legislation**") that implements clause 5.12.3 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 terms of issue set out in Attachment B.

4. IMPLEMENTATION AND COMMUNICATION

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

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

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

4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry Managers and staff;

4.1.4 meeting with the governance entity to review the implementation of this Protocol at least once a year, if requested by either party;

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

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

4.1.7 including a copy of the Protocol with the governance entity 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 governance entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:

5.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kuia 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 Kuia origin found anywhere else in New Zealand;

5.1.3 notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kuia origin found anywhere else in New Zealand;

5.1.4 notify the governance entity in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kuia 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 governance entity 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 Kuia 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 governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kuia 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 governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

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

Applications for Custody

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 Kuia origin found elsewhere in New Zealand by the governance entity or any other person, the Chief Executive will:

5.5.1 consult the governance entity where there is any request from any other person for the custody of the Taonga Tūturu;

5.5.2 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and

5.5.3 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

5.6 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of Ngāti Kuia origin from New Zealand, the Chief Executive will register the governance entity 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 Kuia origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of his or her decision.

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 governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:

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 governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the governance entity was consulted as an Expert Examiner.

7 NGĀTI KUIA, TE PAPA TONGAREWA AND OTHER MUSEUMS

7.1 The Chief Executive will write to Te Papa Tongarewa and invite it to enter into a relationship with the governance entity, 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 Kuia.

7.2 The Chief Executive will also write to Canterbury Museum and Nelson Provincial Museum inviting them to enter into a relationship with Ngāti Kuia.

8. REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

8.1 The Chief Executive will register the governance entity as a Registered Collector of Taonga Tūturu.

9. BOARD APPOINTMENTS

9.1 The Chief Executive shall:

9.1.1 notify the governance entity of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to

9.1.2 include governance entity nominees in the Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and

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

10. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

10.1 The Chief Executive shall seek and consider the views of the governance entity on any national monument, war grave, historical grave or urupā, managed or administered by the Ministry, which specifically relates to Ngāti Kuia interests.

11. HISTORICAL PUBLICATIONS

11.1 The Chief Executive shall:

11.1.1 provide the governance entity with a list of all history publications commissioned or undertaken by the Ministry that relate to Ngāti Kuia and Te Tau Ihu, and will supply these on request; and

11.1.2 discuss with the governance entity any historical work the Ministry commissions or undertakes that deals specifically or substantially with Ngāti Kuia and Te Tau Ihu.

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

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

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

12.3 The procurement by the Chief Executive of any such services set out in Clauses 14.1 and 14.2 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.

13. CONSULTATION

13.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:

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

13.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

13.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;

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

13.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

14 CHANGES TO POLICY AND LEGISLATION

14.1 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:

14.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;

14.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and

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

14.2 If any other policy or legislative development specifically affects Ngāti Kuia, the Chief Executive shall:

14.2.1 notify the governance entity of the proposed policy development or proposed legislative amendment;

14.2.2 make available to the governance entity any information requested by the governance entity subject to the requirements of the Officials Information Act; and

14.2.3 report back to the governance entity on the decisions arising from the development.

15. DEFINITIONS

15.1 In this Protocol:

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

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

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

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

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

governance entity means the trustees for the time being of Te Runanga o Ngāti Kuia Trust

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

Protocol means a statement in writing, issued by the Crown through the Minister to the governance entity 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

Ngāti Kuia has the meaning set out in clause 8.5 of the **D**eed of Settlement.

ISSUED on [date]

SIGNED for and on behalf of)
THE CROWN)
by the Minister for)
Arts, Culture and Heritage)
in the prescence of:

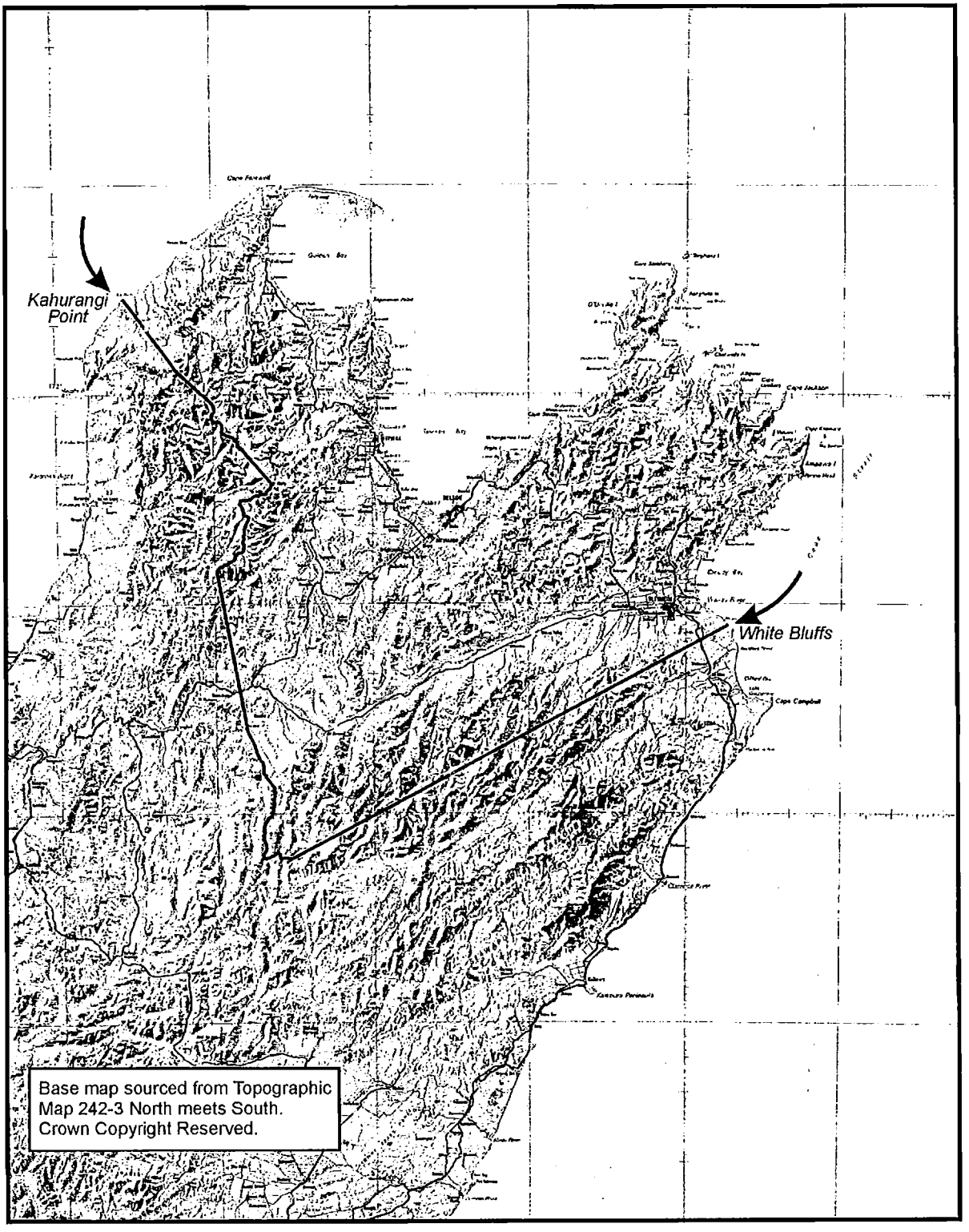
Signature of Witness

Witness Name:

Occupation:

Address:

ATTACHMENT A
THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



ATTACHMENT B
TERMS OF ISSUE

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

1. Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (clause 5.15).

[to insert terms of issue from the settlement legislation]

4.4 MINERALS PROTOCOL

Clause 5.12.4

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

1 INTRODUCTION

1.1 Under Te Whakatau / deed of settlement dated 23 October 2010 between Ngāti Kuia and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Energy and Resources (the "**Minister**") would issue a Protocol (the "**Crown Minerals Protocol**") setting out how the Ministry of Economic Development (the "**Ministry**") will consult with Te Runanga o Ngāti Kuia Trust (the "**Governance Entity**") on matters specified in the Crown Minerals Protocol.

1.2 For the purposes of this Protocol the Governance Entity is the body representative of the whānau and iwi of Ngāti Kuia 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 Kuia 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 Crown Minerals Protocol will affect the Ministry's administration of Crown owned minerals under the Act in the Crown Minerals Protocol Area.

2 PURPOSE OF THIS PROTOCOL

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

2.2 Te Runanga o Ngāti Kuia Trust will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Crown Minerals Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

3 PROTOCOL AREA

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

4 TERMS OF ISSUE

4.1 This Crown Minerals Protocol is issued pursuant to section [ ] of [insert the name of the Settlement Legislation] (the "**Settlement Legislation**") that implements clause 5.12.4 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

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

5 CONSULTATION

5.1 The Minister will ensure that Te Runanga o Ngāti Kuia Trust is consulted by the Ministry:

New minerals programmes in respect of petroleum

5.1.1 on the preparation of new minerals programmes in respect of Petroleum which relate, whether wholly or in part, to the Crown Minerals Protocol Area;

Petroleum exploration permit block offers

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

Other petroleum exploration permit applications

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

Amendments to petroleum exploration permits

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

New minerals programme in respect of Crown owned minerals other than petroleum

5.1.5 on the preparation of new minerals programmes in respect of Crown owned minerals other than petroleum, which relate, whether wholly or in part, to the Crown Minerals Protocol Area;

Permit block offers for Crown owned minerals other than petroleum

5.1.6 on the planning of a competitive tender allocation of a permit block for Crown owned minerals other than Petroleum (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of

the Act and any relevant minerals programme) which relates, whether wholly or in part, to the Crown Minerals Protocol Area;

Other permit applications for Crown owned minerals other than petroleum

5.1.7 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 Crown 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 5.1.6;

Amendments to permits for Crown owned minerals other than petroleum

5.1.8 when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is considered; and

5.1.9 where the application relates, wholly or in part, to the Crown 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 Te Runanga o Ngāti Kuia Trust, 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 Te Runanga o Ngāti Kuia Trust requests 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 Kuia;

(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 Kuia 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 Kuia 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):

(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 Crown Minerals Protocol. The Ministry will consult with Te Runanga o Ngāti Kuia Trust in accordance with this Crown Minerals Protocol and in accordance with the relevant minerals programme if matters described in clause 5.1 and clause 6 of this Crown Minerals Protocol Area may affect the interests of Ngāti Kuia.

6.2 The basic principles that will be followed by the Ministry in consulting with Te Runanga o Ngāti Kuia Trust in each case are:

6.2.1 ensuring that Te Runanga o Ngāti Kuia Trust is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues in relation to any matters under clause 5 of this Crown Minerals Protocol;

6.2.2 providing Te Runanga o Ngāti Kuia Trust with sufficient information to make informed decisions and submissions in relation to any of the matters described in clause 5 of this Crown Minerals Protocol;

6.2.3 ensuring that sufficient time is given for the participation of Te Runanga o Ngāti Kuia Trust in the decision making process and the consideration by Te Runanga o Ngāti Kuia Trust of its submissions in relation to any of the matters described in clause 5 of this Crown Minerals Protocol; and

6.2.4 ensuring that the Ministry will approach the consultation with Te Runanga o Ngāti Kuia Trust with an open mind, and will genuinely consider the submissions of Te Runanga o Ngāti Kuia Trust in relation to any of the matters described in clause 5 of this Crown Minerals Protocol.

6.3 Where the Ministry is required to consult Te Runanga o Ngāti Kuia Trust as specified in clause 6.1, the Ministry will report back in writing to Te Runanga o Ngāti Kuia Trust on the decision made as a result of such consultation.

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

6.4.1 maintaining information on Te Runanga o Ngāti Kuia Trust's address and contact details as provided from time to time by Te Runanga o Ngāti Kuia Trust;

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

6.4.3 nominating relevant employees to act as contacts with Te Runanga o Ngāti Kuia Trust in relation to issues concerning this Crown Minerals Protocol; and

6.4.4 providing Te Runanga o Ngāti Kuia Trust with the names of the relevant employees who will act as contacts with Te Runanga o Ngāti Kuia Trust in relation to issues concerning this Crown 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 Te Runanga o Ngāti Kuia Trust of the proposed policy development or proposed legislative amendment;

7.1.2 make available to Te Runanga o Ngāti Kuia Trust the information provided to Māori as part of the consultation process referred to in this clause; and

7.1.3 report back to Te Runanga o Ngāti Kuia Trust on the outcome of any such consultation.

8. DEFINITIONS

8.1 In this Crown 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;

governance entity means the trustees for the time being of Te Runanga o Ngāti Kuia Trust;

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

Minister means the Minister of Energy and Resources;

Ministry means the Ministry of Economic Development;

Ngāti Kuia has the meaning set out in clause 8.5 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 Te Runanga o Ngāti Kuia Trust under the Settlement Legislation and the Deed of Settlement and includes this Crown Minerals Protocol.

Te Whakatau or **Deed of Settlement** means the Deed of Settlement dated 23 October 2010 between the Crown and Ngāti Kuia.

ISSUED on [date]

SIGNED for and on behalf of)
THE CROWN)
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 prescence of:

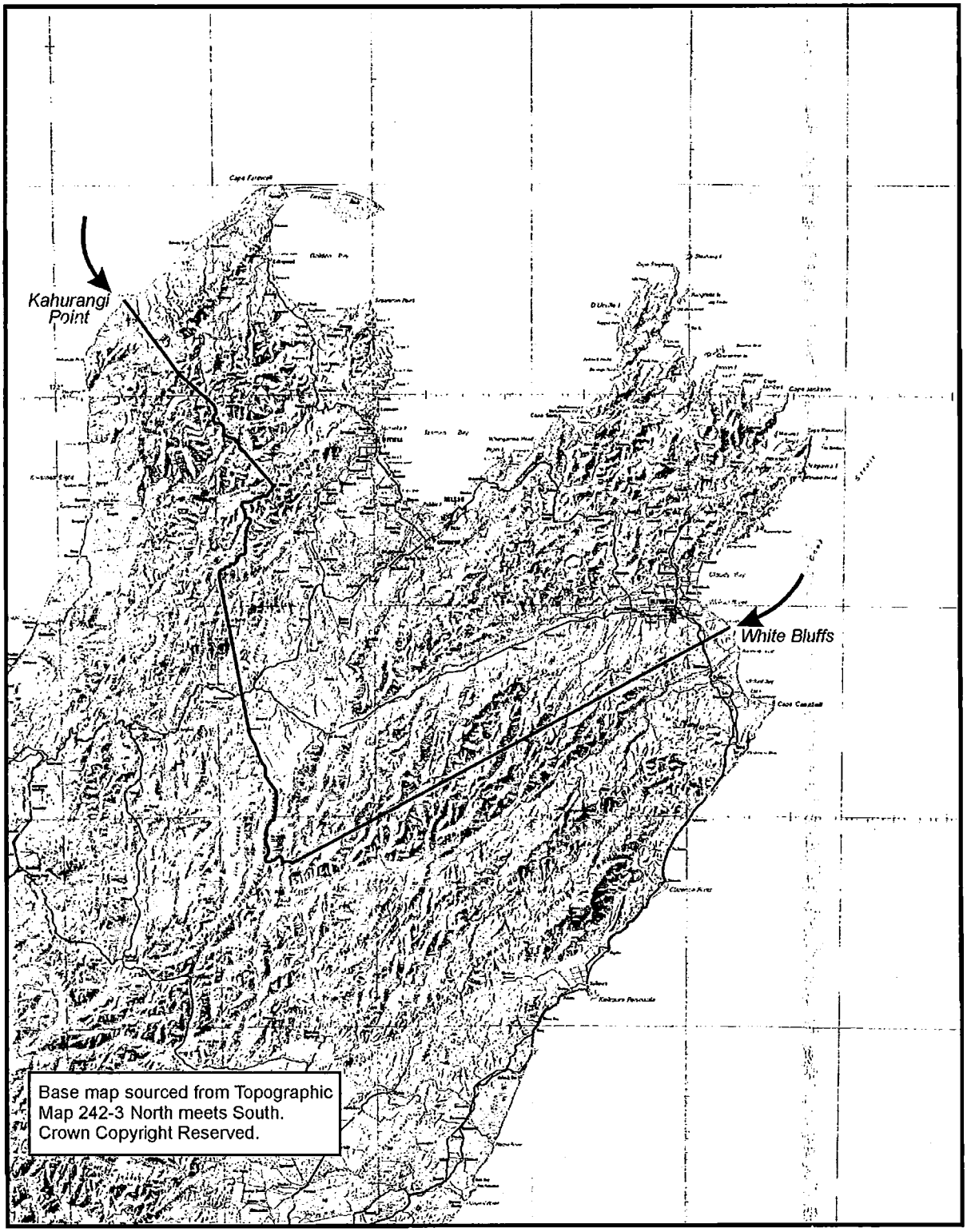
Signature of Witness

Witness Name:

Occupation:

Address:

ATTACHMENT A
CROWN MINERALS PROTOCOL AREA



ATTACHMENT B
TERMS OF ISSUE

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

1. Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (clause 5.15).

[to insert terms of issue from the settlement legislation]

5. ENCUMBRANCES

5.1 TITIRAUKAWA (PELORUS BRIDGE) WATER EASEMENT

Clause 5.16.2

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*

[GOVERNANCE ENTITY]

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)
Signature [common seal] of Grantor	**Witness name**
	Occupation
	Address

	Signed in my presence by the Grantee
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation
Signature [common seal] of Grantee	**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 5 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 "B" on SO 427361	Section 1, SO 427361	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 5 pages

IT IS AGREED that the Grantee shall have a right to convey water in respect of the land described as "B" on survey office plan 427361 ("Easement Land") being an easement in gross.

Access

1. 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 Equipment 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 the right of access; 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

2. The Grantee shall repair and maintain all Equipment necessary for the easement purpose, at its cost in all things, so as to keep the Equipment in good order, condition and repair and to prevent the Equipment from becoming a danger or nuisance.

Erection of Notice etc

3. 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

4. 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.

Annexure
Schedule 3

Easement instrument Dated Page 3 of 5 pages

Application for Resource Consents

5. (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 not lodge any objection to such application.

(b) Notwithstanding the provisions of clause 11(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

6. The 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 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

7. 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.

Annexure
Schedule 4

Easement instrument Dated Page 4 of 5 pages

No Fencing Required

8. 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

9. 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

10. (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

11. 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

12. 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.

Annexure
Schedule 5

Easement instrument Dated Page 5 of 5 pages

Grantee not to interfere with Grantor's Rights

13. 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.

indemnity

14. (a) The Grantee shall indemnify the Grantor against all actions, suits, proceedings, claims and demands, costs, expenses, damages or loss incurred or suffered by the Grantor, or that may be brought or made against the Grantor as a direct result of the use of the Easement Land by the Grantee (or any person authorised by the Grantee) or the exercise by the Grantee of any of the rights granted by this Easement.

(b) The Grantor shall indemnify the Grantee against all actions, suits, proceedings, claims and demands costs, expenses, damages or loss incurred or suffered by the Grantee, or that may be brought or made against the Grantee as a direct result of the use of the Easement Land by the Grantor (or any person authorised by the Grantor other than any persons entering on to the Easement Land pursuant to any statutory or regulatory power or authority).

5.2 TITIRAUKAWA (PELORUS BRIDGE) RIGHT OF WAY EASEMENT

Clause 5.16.2

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*

[GOVERNANCE ENTITY]

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

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**
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	Marked "A" on SO 427361	Section 1, SO 427361	Section 64, Block VIII Heringa Survey District, and Section 3 SO 427361

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 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 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, with motorised, or non-motorised vehicle, or on foot over and along the Easement Land. A general right of access for the public is specifically excluded from this right of way as is the right to pass and repass with animals, unless in a vehicle.

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 is not necessary for their use. However, 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 in this Easement (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.

Annexure
Schedule 3

Easement instrument Dated Page 3 of 3 pages

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.

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. 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

14.1 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 Deposited Plan SO 427361.

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

14.2.1 the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Easement;

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

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

5.3 TĪTĪRANGI BAY CONSERVATION COVENANT

Clause 5.16.3

TĪTĪRANGI BAY CONSERVATION COVENANT

CONSERVATION COVENANT UNDER SECTION 27 CONSERVATION ACT 1987 AND SECTION 77 RESERVES ACT 1977

TĪTĪRANGI BAY CONSERVATION COVENANT

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

THIS DEED of COVENANT is made this day of

BETWEEN **[NGĀTI KUIA] GOVERNANCE ENTITY**
(the **Owner**)

AND **HER MAJESTY THE** QUEEN acting by and through the **MINISTER OF CONSERVATION**
(the **Minister**)

BACKGROUND

A. Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.

B The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [ ] 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 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"**Conservation Purposes**"	means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.
"**Conservation Values**"	means the conservation values specified in Schedule 1.

"**Covenant**"	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
"**Director-General**"	means the Director-General of Conservation.
"**Fence**"	includes a gate.
"**Fire Authority**"	means a fire authority as defined in the Forest and Rural Fires Act 1977.
"**Land**"	means the land described in Schedule 1.
"**Minerals**"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"**Minister**"	means the Minister of Conservation.
"**Natural Water**"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"**Owner**"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"**Reserve Values**"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
"**Working Days**"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;

1.2.2 references to clauses are references to clauses in this Covenant;

1.2.3 references to parties are references to the Owner and the Minister;

1.2.4 words importing the singular number include the plural and vice versa;

1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background;

1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;

1.2.7 words importing one gender include the other gender;

1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity; and

1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

2.1.1 for Conservation Purposes;

2.1.2 so as to preserve the Reserves Values; and

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

3 IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any 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; and

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; and

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

3.3 The Owner acknowledges that:

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

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

4 PUBLIC ACCESS

The Owner must, subject to this Covenant, permit the public to enter upon the Land, but only for the purpose of enabling the public to pass on foot to gain access to the adjacent Local Purpose (Sounds Foreshore) Reserve.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

5.1 The Minister must:

5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant; and

5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

5.2 The Minister may:

5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time; and

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

6 JOINT OBLIGATIONS

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

7 DURATION OF COVENANT

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

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 these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 Reserves Act

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

10.4 Registration

10.4.1 This Covenant must be signed by both 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:

10.6.2.1 requested to do so; or

10.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

11 DEFAULT

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

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

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

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

11.2.1 advise the defaulting party of the default;

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.

Executed as a Deed

SIGNED by)
[THE OWNER])
as Owner, in the presence of:) _____

_____

Signature of Witness

Witness Name:

Occupation:

Address:

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
as Owner, acting under a written)
delegation from the Minister of)
Conservation and exercising her powers)
under section 117 of the Reserves Act)
1977 as designated Comissioner in the)
presence of:)

Signature of Witness

Witness Name:

Occupation:

Address:

SCHEDULE 1

Description of Land:

1.2471 hectares, more or less, being Section 1 SO 433149.

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 access surrounding public conservation land, including the adjacent Sounds Foreshore Reserve land (subject to the limitation set out in clause 4.1).

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. The subject land is adjacent to recorded archaeological sites on the Local Purpose (Sounds Foreshore) and the Waitui Maori Garden complex.

Reserve Values of Land to be protected:

The natural landscape amenity and open space values of the Land are to be protected.

The riparian values of the Land with respect to the unnamed stream.

Threats to values include fire, gorse and wilding pines.

SCHEDULE 2

Address for Service

The address for service of the Owner is:

The address for service of the Minister is:

The Area Manager
Department of Conservation
Port Marlborough Building
14 Auckland Street
P O Box 161
Picton 7250
Phone 3 520 3002
Fax 3 520 3003

SCHEDULE 3

Special Conditions

1. Dogs, whether retained on a leash or otherwise, are not permitted on the Land.

2. The Owner must fence part of the legal road frontage east of the stream to the northeastern corner of the Land at the Owner's cost, with a gate or stile at the existing track to enable public foot access to the Sounds Foreshore Reserve.

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 TĪTĪRANGI BAY SITE RIGHT OF WAY EASEMENT

Clause 5.16.3

THIS DEED is made **BETWEEN**

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

AND [THE GOVERNANCE ENTITY] (the **Grantee**)

BACKGROUND

A. The Grantee wishes to enter upon and cross the Grantor's Land for the purpose of gaining access to and egress from the Grantee's Land.

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

TERMS OF THIS DEED

1. Grant Right of Access

1.1 Under clause [ ] of the Deed of **Settlement** dated 23 **O**ctober 2010 between the Grantor and Ngāti Kuia (the "**Deed of Settlement**") and section [ ] of [*Insert the name of the Settlement Legislation*], the Grantor grants to the Grantee a right of way over the **E**asement Area being the area marked as Area "A" on **SO** 433149, together with the rights and powers set out in **S**chedule 4 of the Land **T**ransfer **R**egulations 2002, except to the extent that they are modified or negated by the terms or conditions set out in this Deed, to the intent that the right of way shall be forever appurtenant to the Grantee's Land. The rights set out in **S**chedule 5 to the **P**roperty Law Act 2007 are excluded from this Deed.

2. Express Rights and Powers

2.1 The Grantee has the right to pass and re-pass at all times, with or without vehicles, along the **E**asement Area to give the Grantee access to the Grantee's Land.

2.2 Subject to clauses 2.3-2.5, the Grantee has the right, at the cost of the Grantee, to repair, maintain and upgrade the track on the **E**asement Area.

2.3 The Grantee must obtain the Grantor's prior written consent before carrying out any repair, maintenance or upgrade to the track on the **E**asement Area. The Grantor's consent must not be unreasonably withheld or delayed. The Grantee must comply with any conditions of the Grantor's consent.

2.4 The Grantee acknowledges that any repair, maintenance or upgrade to the track on the **E**asement Area must not encroach on the Grantor's Land outside the Easement Area unless the prior written consent of the Grantor is obtained. The Grantee must comply with any conditions of the Grantor's consent.

2.5 On completion of any repair, maintenance or upgrade to this track on the Easement Area, the Grantee must immediately make good any damage done to the Grantor's Land by restoring the Grantor's Land outside the Easement Area as nearly as possible to its former condition.

2.6 The Grantor is not liable to make any contribution to any repair, maintenance or upgrade by the Grantee of the track on the Easement Area.

2.7 The Grantee acknowledges that, despite this Deed:

2.7.1 the Grantor retains full and unrestricted rights to grant other rights and interests in respect of the Grantor's Land and the Easement Area, including grazing licences; and

2.7.2 for as long as the Grantor's Land remains subject to the Reserves Act 1977, the Grantor and members of the public have full and unencumbered access to pass

and re-pass at all times across and along the Easement Area.

3. Severability

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

4. Delegation

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

5. Notices

5.1 Notices to a party to this Deed may be given in the same manner as under clause 17.10 of the Deed of Settlement.

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

[*Insert the Grantee's address.*]

6. Definitions and Interpretation

6.1 In this Deed unless the context otherwise requires:

"**Deed**" means this deed;

"**Easement Area**" means that part of the Grantor's Land over which the right of way under this Deed is granted as defined by survey plan being the area marked as Area "A" in SO 433149;

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

"**Grantee's Land**" means Section 1 SO 433149;

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

"**Grantor's Land**" means Section 2 SO 433149.

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

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

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

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

SIGNED as a Deed on [*date*]

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
in right of New Zealand as Grantor, by the)
Conservator for the 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, in the presence of: _____

_____

Signature of Witness

Witness Name:

Occupation:

Address:

Signature of Conservator for the)
Nelson / Marlborough Conservancy)
NEIL CLIFTON in the presence of:) _____

_____

Signature of Witness

Witness Name:

Occupation:

Address:

Signed for and on behalf of)
[GOVERNANCE ENTITY])
in the presence of:) _____

_____

Signature of Witness

Witness Name:

Occupation:

Address:

5.5 WAIMEA PĀ (APPLEBY SCHOOL), TE HORA (CANVASTOWN SCHOOL) LEASE AND STANDARD LEASE FOR A DEFERRED SELECTION PROPERTY LEASEBACK TO THE MINISTRY OF EDUCATION

[SUBJECT TO NEGOTIATION]

Clause 5.16.4

5.5: WAIMEA PĀ (APPLEBY SCHOOL), TE HORA (CANVASTOWN SCHOOL) LEASE AND STANDARD LEASE FOR A DEFERRED SELECTION PROPERTY LEASEBACK TO THE MINISTRY OF EDUCATION

[SUBJECT TO NEGOTIATION]

[MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

MEMORANDUM OF LEASE dated 2011

LESSOR ("the Lessor")

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

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

B. The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Memorandum.

C. The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.

D. The Lessor and the Lessee agree to the conditions in Schedule B.

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

SIGNED for_____

_____

as Lessor by two of its trustees:

_____ _____
Trustee's Signature Trustee's Full Name (please print)

_____ _____
Trustee's Signature Trustee's Full Name (please print)

SIGNED for and on behalf of HER MAJESTY THE QUEEN as Lessee by)
)
)
)
_____

In the presence of:

_____

SCHEDULE A

ITEM 1 THE LAND

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

ITEM 2 START DATE

[Insert start date].

ITEM 3 ANNUAL RENT

$[ ] plus GST per annum payable monthly in advance on the first day of each month with a first payment due on the [Date] day of [Month & Year].

ITEM 4 TERM OF LEASE

21 Years.

ITEM 5 LESSEE OUTGOINGS

5.1 Rates and levies payable to any local or territorial authority, excluding only taxes levied against the Lessor in respect of its interest in the Land

5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not)

5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas

5.4 Maintenance of car parking areas

5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

ITEM 6 PERMITTED USE

The Permitted Use referred to in clause 9.

ITEM 7 RIGHT OF RENEWAL

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

ITEM 8 RENT REVIEW DATES

[Date] and 7 yearly after that Date.

ITEM 9 LESSEE'S IMPROVEMENTS

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

ITEM 10 CLAUSE 17 (d) Notice

To: *[Name of Governance Entity] ("the Lessor")*

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

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

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

(i) *It has notice of the provision of clause 17 of the Lease; and*

(ii) *It agrees that that any Lessee's Improvements placed on the Land by the Lessee at any time before or during the Lease shall remain the property of the Lessee at all times which the Lease continues and for a reasonable period after the Lease expires or is terminated (collectively "the relevant period");*

(iii) *It will not claim any interest in any Lessee's Improvements under the security of its loan during the relevant period no matter how any Lessee's Improvement may be fixed to the Land and regardless of any rule of law or equity to the contrary or any provisions of its security to the contrary;*

(iv) *It agrees that this acknowledgement is irrevocable.*

SCHEDULE

[ ]

_____

[Form of execution by Lender]

_____

[Date dd/mm/yy]

ITEM 1 CLAUSE 17 (e) NOTICE

To: *[Name of Governance Entity] ("the Lessor")*

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

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

The Lender acknowledges that before it advanced monies to the Lessor under a security ("the Security") given by the Lessor over the Land described in the Schedule below ("the Land") it had notice of and agreed to be bound by the provisions of clause 17(e) of the Lease of the Land and that in particular it agrees that despite any provision of the Security to the contrary and regardless of how any Lessee's Improvement is fixed to the Land it:

(i) *will not claim any security interest in any Lessee's Improvement placed on the Land before or after the Start Date of the Security;*

(ii) *acknowledges that any Lessee's Improvements remain the property of the Lessee at all times during the period of the Lease and for a reasonable period after the Lease ends.*

SCHEDULE

[ ]

_____

[Form of execution by Lender]

_____

[Date dd/mm/yy]

SCHEDULE B

1 Definitions

1.1 The expression "the Lessor" includes and binds:

(a) the persons executing this Lease as Lessor; and

(b) any Lessor for the time being under it; and

(c) all the respective executors, administrators, successors, assigns and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The expression "the Lessee" includes and binds:

(a) the person executing this Lease as Lessee; and

(b) all the Lessees for the time being under it; and

(c) all the respective executors, administrators, successors, assigns and successors in the title of each Lessor and if more than one jointly and severally.

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

(a) Her Majesty the Queen in right of New Zealand; and

(b) all Ministers of the Crown and all Departments.

1.4 "Crown Body" means:

(a) the Crown (whether acting through a Minister or otherwise);

(b) a Crown entity (as defined in section 7(1) of the Crown Entities Act 2004);

(c) a state enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); or

(d) any company or body which is wholly owned or controlled by any one or more of the following;

i the Crown;

ii. a Crown entity; or

iii. a state enterprise;

and includes

iv. a subsidiary of, or related company to, a company or body referred to it in clause 1.4 (d); and

v. the New Zealand Railways Corporation.

1.5 "Department" has the meaning given to it in section 2 of the Public Finance Act 1989.

1.6 "Education Purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education.

1.7 "The Land", "The Start Date", "Annual Rental", "Term of Lease", "Lessee's Outgoings" and "Permitted Use" have the meanings set out in Schedule A.

1.8 "Lessee's Improvements" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.

1.9 "Lessee's Outgoings" means all outgoings the Lessee is obliged to pay under this Lease.

1.10 "Maintenance" includes repair.

1.11 "Sublet" and "sublease" include the granting of a licence to occupy the Land or part of it.

1.12 References to a statute include regulations, orders, rules or notices made under that statute and include all amendments to or replacements of that statute.

2 Payment of Annual Rent

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

3 Rent Review

3.1 The Annual Rent will be reviewed as provided below on the basis of an annual rent of [ ]% of the lesser of:

(a) the current market value of the Land Exclusive of Improvements assessed on the current use as a school site; or

(b) the nominal value being an assessed value based on 4 % growth per annum of the transfer price for the property.

3.2 The current market value of the land in 3.1(a) above is equivalent to the market value of the land on the basis of highest and best use less 20%.

3.3 The nominal value will be reset to the midpoint between the values set out in 3.1 (a) and (b) above at:

(a) the commencement date of the new Term; and

(b) at any rent review date where the nominal value has been consistently either higher or lower than the market value for the three consecutive rent review or lease renewal dates

The new nominal value will be used to set the Annual Rent from the date it is reset.

3.4 The rent review process will be as follows:

(a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent which the notifying party considers should be charged from that Rent Review Date.

(b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the notifying party's notice which will be payable in accordance with step (l) below.

(c) If the notified party does not agree with the notifying party's assessment it has 30 working days after it receives the notice to issue a notice disputing the proposed new rent, in which case the steps set out in (d) to (k) below must be followed.

(d) Until the new rent has been determined, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.

(e) The parties must try to agree on a new Annual Rent.

(f) If a new Annual Rent has not been agreed within 28 days then the new rent may be determined either:

i. by one party giving written notice to the other requiring the new rent to be determined by arbitration; or

ii. if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.

(g) Within 28 days each party will appoint a valuer and give written notice of the appointment to the other party.

(h) The two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire, they must ask the president of the Property Institute of New Zealand Incorporated to appoint an umpire.

(i) Once the umpire has been appointed the valuers must try to determine the new rent by agreement. If they fail to agree within 56 days the rent will be determined by the umpire.

(j) Each party will have the opportunity to make written or verbal representations to the valuers or umpire within the period, and on the conditions, set by the

valuers or umpire. Each party must consider any representations but is not bound by them.

(k) When the rent has been determined, the umpire or valuers must give written notice of it to the parties. Notice given by an umpire must provide how the costs of the determination are to be divided and the parties must pay their share accordingly. If the rent is determined by the parties' valuers and not the umpire, the parties will pay their own costs.

(l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the Lessor's notice if such notice is given later than three months after the Rent Review Date.

(m) The rent review may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation].

4 Payment of Lessee Outgoings

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

5 Valuation Roll

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

5.1 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land; and

5.2 the Lessee will be responsible for payment of any rates.

6 Utility Charges

6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, 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 rental and other payments payable by the Lessee under this lease.

8 Interest

If the Lessee fails to pay within 14 days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for overdraft accommodation plus a margin of 4% accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

9 Permitted Use of Land

The Land may be used for any Education Purposes, and any lawful ancillary or incidental use and/or any other Public Work as defined in s2 Public Works Act 1981.

10 Designation

The Lessor consents to the Lessee seeking a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease, provided that the Lessee agrees to notify the Lessor of any material change in designation.

11 Compliance with Law

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

12 Hazards

12.1 The Lessee must:

(a) take all reasonable steps to minimise any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used on the Land in accordance with all relevant Legislation; and

(b) promptly remedy any hazard that may arise on the Land.

12. 2 The Lessor agrees to remedy promptly and at its own cost any hazard arising from any altered state of the Land caused by any natural event including flood, earthquake, slip and erosion.

13 Contamination

13.1 When this Lease ends the Lessee agrees to remedy any Contamination which has been caused by the Lessee's use of the Land during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.

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

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

14 Maintenance of Lessee's Improvements

The Lessee must at its expense keep any Lessee's Improvements in good condition during the Term of this Lease.

15 Construction of or Alterations to Lessee's Improvements

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

15.2 The Lessee may without the Lessor's consent conclude all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.

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

16 No Lessor Maintenance

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

17 Lessor's Acknowledgments as to Lessee's Improvements

The Lessor acknowledges that:

(a) Despite any rule of law or equity to the contrary, the Lessee will own all Lessee's Improvements whether or not attached to the land throughout the period of this Lease and any improvements owned by third parties shall continue to be owned by those third parties.

(b) The Lessee must insure the Lessee's Improvements in its own name or self insure.

(c) If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and the Lessee will own any insurance proceeds.

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

(e) If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within 3 working days from the date of their receipt by the Lessor.

(f) The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Period without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from contamination in accordance with clause 13.

18 Removal of Lessee's Improvements

18.1 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without being obliged to pay the Lessor any compensation for their removal if they are removed by the expiry date. The Lessor's consent is not required to any removal.

18.2 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvement or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

18.3 The Lessor must not impede the removal of any Lessee's Improvements from the Land at any time during the Term of the Lease.

18.4 Improvements are to be left in a clean, tidy and safe state.

19 Rubbish Removal

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

20 Signs

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

21 Insurance

21.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.

21.2 Each party has the right (subject to the rights of any of its mortgagees) to decide whether or not to reinstate any property insured by it, and the other party must abide by that decision.

21.3 The Lessee shall ensure that any third party permitted to occupy part of the Land which is not a Crown Body must have adequate insurance at its own cost against all public liability.

22 Fencing

22.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land owned by the Lessor.

22.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

23 Quiet Enjoyment

23.1 If the Lessee pays the rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Period without any interruption by the Lessor or any person claiming by, through or under the Lessor.

23.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

24 Benefits to Land Not to be Restricted or Cancelled

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

25 Assignment

25.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the lease without the Lessor's consent to:

(a) any Crown Body; or

(b) any other party provided that the sublease or licence complies with the Education Act 1989 and the Public Works Act 1981.

25.2 If the Lessee wishes to assign the lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).

25.3 Without limiting clause 25.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect *of* the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 25 or a subletting for the purposes of clause 26.

25.4 The Lessee has the right to dispose of or transfer all or part of its interest in the Land under section 40, 41, 42, 50 or 52 of the Public Works Act 1981 and this will not be deemed to be an assignment for the purposes of clause 25 or a subletting for the purposes of clause 26.

26 Subletting

26.1 Provided that the Land continues to be used for the Education Purposes, the Lessee has the right to sublet or grant a licence without the Lessor's consent to:

(a) any Crown Body; or

(b) any other party provided that the sublease or licence complies with the Education Act 1989 and the Public Works Act 1981.

26.2 If the Lessee wishes to sublet 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).

27 Occupancy by School Board of Trustees

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

27.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 26 extends to any board of trustees occupying the Land.

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

27.4 For the avoidance of doubt, the board of trustees is responsible for complying with all health and safety requirements in accordance with the Property Occupancy Document notified to the board by the Secretary for Education.

28 Lessee Break Option

28.1 The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further twelve months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early but without prejudice to any breach of this Lease by the Lessee which occurred before the Lease ended.

28.2 In the event of any review of a school or network of schools which may result in a decision under section 154 of the Education Act 1989 to close a school situated on the Land, the Lessee agrees to notify the Lessor in writing that a review is underway which may result in closure of a school situated on the Land.

29 Breach

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this

Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

30 Notice of Breach

30.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 29 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

(a) by paying the Lessor all money necessary to remedy the breach within one month of the notice; or

(b) by undertaking in writing to the Lessor within one month of the notice to remedy the breach and then remedying it within a reasonable time having regard to the nature and extent of it; or

(c) by paying to the Lessor within three months of the notice compensation of an amount that is to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of it.

30.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

31 Renewal

31.1 If the Lessee has performed its obligations under this Lease and given written notice to renew the Lease at least twelve months before the end of the initial term of 21 years then the Lessor will renew the Lease for the next further term from the renewal date and each party will meet its own costs relating to the renewal.

31.2 The Annual Rent must be agreed or determined in accordance with clause 3.

31.3 The renewed lease will otherwise be on the terms and conditions expressed or implied in this Lease, including this right of renewal.

32 Right of First Refusal for Lessor's Interest

32.1 If at any time before the expiry or earlier termination of the Term, the Lessor:

(a) decides to sell or transfer the Lessor's interest in the Land; or

(b) receives an offer to purchase the Lessor's interest in the Land and wishes to accept that offer;

the Lessor must immediately give written notice (Lessor's Notice) to the Lessee setting out the terms on which the Lessor wishes to sell the Land, or the terms of the offer received (as the case may be). In the case of the Lessor's desire to sell, the offer must comprise the agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District Law Society.

32.2 The Lessee will have 60 working days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor (Lessee's Notice) accepting the offer contained in the Lessor's Notice.

32.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 32.2, then the Lessor may sell or transfer the Lessor's interest in the Land to any other person on no more favourable terms than those previously offered to the Lessee.

32.4 If the Lessor wishes, or agrees, to offer more favourable terms for selling or transfer of the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms, by written notice to the Lessee and clauses 32.1 – 32.4 (inclusive) shall apply and if the re-offer is made within six months of the Lessor's Notice the 60 working day period shall be reduced to 30 working days.

33 Right of First Refusal for Lessee's Improvements

33.1 If at any time during the term or any extension of the term the Lessee desires to sell any Lessee's Improvements which are no longer required for Education Purposes and on the basis that the Improvements are to be removed from the Land, the Lessee shall first deliver written notice ("The Lessee's Notice") specifying the price, terms and conditions upon which the Lessee is prepared to sell the Lessee's Improvements.

33.2 The Lessor shall have sixty working days from the receipt of the Lessee's Notice to advise the Lessee by written notice ("the Lessor's Notice") whether the Lessor wishes to acquire the Lessee's Improvements on the terms and conditions specified in the Lessee's Notice. If the Lessor's Notice contains advice that the Lessor wishes to acquire the Lessee's Improvements on those terms and conditions, then from receipt by the Lessee of the Lessor's Notice a binding agreement will exist for the sale and purchase of the Lessee's Improvements, at a price and on the terms and conditions specified in the Lessee's Notice.

33.3 If the Lessor either does not respond to the Lessee's Notice within the period as provided in clause 33.2 (time being strictly of the essence) or the Lessor Notice contains advice the Lessor does not wish to purchase the Lessee's Improvements on the terms and conditions stipulated in the Lessee's Notice, then at any time within the twelve months from the date of the Lessee's Notice the Lessee may sell the Lessee's Improvements to another party on terms and conditions no more favourable to the purchaser than those provided for in the Lessee's Notice. If within such period the Lessee wishes to offer more favourable terms and conditions of sale it must first re-offer the Lessee's Improvements to the Lessor under clause 33.1 but the Lessor shall have thirty working days in which to respond.

34 Entire Agreement

This Lease sets out the entire agreement between the parties in relation to the lease of the Land and any variation must be recorded in writing and executed in the same way as this Lease.

35 Disputes

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

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

35.3 If the parties cannot agree on any dispute resolution technique within a further fifteen working days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under Clause 33.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996.

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

36 Service of Notices

36.1 Notices given under this Lease must be in writing and served by one of these means (unless otherwise required by sections 352 to 361 Property Law Act 2007):

(1) as authorised by sections 354 to 361 of that Act; or
(2) by personal delivery, registered or ordinary mail, fax, or email.

36.2 Notices delivered by personal delivery, mail, fax or email are deemed to have been served:

(a) by personal delivery, when received by the addressee
(b) by registered or ordinary mail, on the second working day after the date of posting to the addressee's last known address
(c) by fax, when sent to the addressee's fax number
(d) or email, when acknowledged by the addressee by return email or otherwise in writing.

The Lessor's contact details at the Start Date are:

The Secretary for Education
Ministry of Education
45-47 Pipitea Street
Private Bag 1666

WELLINGTON.

The Lessor's contact details at the Start Date are:

[INSERT CONTACT DETAILS]

37 Registration of Lease

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

38 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.

5.5: WAIMEA PĀ (APPLEBY SCHOOL), TE HORA (CANVASTOWN SCHOOL) LEASE AND STANDARD LEASE FOR A DEFERRED SELECTION PROPERTY LEASEBACK TO THE MINISTRY OF EDUCATION

LESSOR:

LESSEE:

HER MAJESTY THE QUEEN
acting by and through the Secretary
for Education

MEMORANDUM OF LEASE

THE SECRETARY FOR EDUCATION
MINISTRY OF EDUCATION
NATIONAL OFFICE
WELLINGTON]

5.6 MOENUI ACCESS EASEMENT

Clause 5.16.7

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*

[GOVERNANCE ENTITY]

Grantee *Surname must be underlined*

MOENUI COMMUNITY ASSOCIATION INCORPORATED

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
Signature [common seal] of Grantor	**Occupation**
	Address

	Signed in my presence by the Grantee
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
Signature [common seal] of Grantee	**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	Marked "A" "B" and "C" on SO 433118	Lot 24 DP 2198	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 (in common with the Grantor and other persons whom the Grantor may permit to have access to the Servient Land) 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 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, with motorised, or non-motorised vehicle, (including boats, and equipment used for boat transport), or on foot 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 in any way obstruct the Easement Land.

5 The Grantee or the 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 Land in the event that improvement is not necessary for their use. However, 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 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 this 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.

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.

10 The Grantee acknowledges and agrees that the rights granted to it under this Easement are non-exclusive and are subject always to the provisions of the Reserves Act 1977 as they apply to the Servient Land.

Annexure
Schedule 3

Easement instrument Dated Page 3 of 3 pages

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. 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

14.1 In these conditions, unless the context otherwise requires:

Easement means the right of way easement recorded by this easement instrument;

Easement Land means that part of the land marked "A", "B" and "C" on SO 433118;

Grantee has the meaning given to it in the Land Transfer Regulations 2002; and

Grantor has the meaning given to it in the Land Transfer Regulations 2002.

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

14.2.1 the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Easement;

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

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

5.7 MOENUI WATER EASEMENT

Clause 5.16.7

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*

[GOVERNANCE ENTITY]

Grantee *Surname must be underlined*

MOENUI COMMUNITY ASSOCIATION INCORPORATED

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* *Address*
_____ Signature [common seal] of Grantor	

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

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

[Solicitor for] the Grantee

Annexure
Schedule 1

Easement instrument Dated Page 1 of 5 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", "C" and "D" on SO 433118 and "A" on SO 436369	Lot 24, DP 2198	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 5 pages

IT IS AGREED that the Grantee shall have a right to convey water in respect of the land described as "A", "C" and "D" on survey office plan 433118 and "A" on survey office plan 436369 ("Easement Land") being an easement in gross,

Access

1. 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 Equipment 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 the right of access; 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

2. The Grantee shall repair and maintain all Equipment necessary for the easement purpose, at its cost in all things, so as to keep the Equipment in good order, condition and repair and to prevent the Equipment from becoming a danger or nuisance.

Erection of Notice etc

3. 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.

Annexure
Schedule 2

Easement instrument Dated Page 3 of 5 pages

Grantor's Consent

4. 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

5. (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 not lodge any objection to such application.

(b) Notwithstanding the provisions of clause 11(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

6. The 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

Annexure
Schedule 2

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 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

7. 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

8. 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

9. 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

10. (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).

Annexure
Schedule 2

(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

11. 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

12. 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

13. 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.

Indemnity

14. (a) The Grantee shall indemnify the Grantor against all actions, suits, proceedings, claims and demands, costs, expenses, damages or loss incurred or suffered by the Grantor, or that may be brought or made against the Grantor as a direct result of the use of the Easement Land by the Grantee (or any person authorised by the Grantee) or the exercise by the Grantee of any of the rights granted by this Easement.

(b) The Grantor shall indemnify the Grantee against all actions, suits, proceedings, claims and demands costs, expenses, damages or loss incurred or suffered by the Grantee, or that may be brought or made against the Grantee as a direct result of the use of the Easement Land by the Grantor (or any person authorised by the Grantor other than any persons entering on to the Easement Land pursuant to any statutory or regulatory power or authority).

5.8 MOENUI ELECTRICITY EASEMENT

Clause 5.16.7

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*

[GOVERNANCE ENTITY]

Grantee *Surname must be underlined*

MOENUI COMMUNITY ASSOCIATION INCORPORATED

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

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*
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 1 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 Electricity	Marked "A" on SO 436369	Lot 24 DP 2198	In gross

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

The rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

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