

NGATIKAHU KI WHANGAROA

and

KAHUKURAARIKI TRUST

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS**

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1. OVERLAY CLASSIFICATION

1. OVERLAY CLASSIFICATION

**NGATIKAHU KI WHANGAROA VALUES, PROTECTION PRINCIPLES AND
DIRECTOR-GENERAL OF CONSERVATION ACTIONS FOR WHAKAANGI
SCENIC RESERVE**

1. Statement of values for Whakaangi Scenic Reserve

- 1.1 The mountain, Whakaangi is located on Hihi Peninsula. It has a significant place in the history of Ngatikahu ki Whangaroa.
- 1.2 Whakaangi is the maunga immediately to the west of Taemaro, the initial landing place of the Māmaru waka, from which all Ngatikahu ki Whangaroa Iwi are descended. Therefore Whakaangi is the preeminent mountain for our iwi.
- 1.3 There are a number of Urupā on and around Whakaangi that are sacred sites for Ngatikahu ki Whangaroa.
- 1.4 Whakaangi was traditionally a Pā site, and as a prominent mountain in the rohe, it holds great spiritual, historical and political significance, thereby reinforcing the role of Ngatikahu ki Whangaroa as kaitiaki of the maunga.
- 1.5 Whakaangi is a physical manifestation of the mana and rangatiratanga of Ngatikahu ki Whangaroa.
- 1.6 Ngatikahu ki Whangaroa acknowledge that Ngāti Kahu also have an interest in Whakaangi, and they have Urupā on and around the maunga.

2. Protection Principles for Whakaangi

- 2.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of the iwi values related to Whakaangi:
 - (a) respect for Ngatikahu ki Whangaroa tīkanga and kaitiakitanga within the Reserve;
 - (b) recognition of Ngatikahu ki Whangaroa mana, kaitiakitanga, tīkanga/ kawa over and within the Reserve;
 - (c) protection of wāhi tapu, significant places, indigenous flora and fauna, water and the wider environment of the Reserve;
 - (d) respect for and recognition of the relationship of Ngatikahu ki Whangaroa with the wāhi tapu and significant places;
 - (e) encouragement of recognition and respect for the particular Ngatikahu ki Whangaroa association with the Reserve;
 - (f) accurate portrayal of the association and kaitiakitanga relationship of Ngatikahu ki Whangaroa with the Reserve;
 - (g) recognition of Ngatikahu ki Whangaroa's interest in actively protecting indigenous species within the Reserve; and
 - (h) protection of indigenous traditional materials and resources, and recognition of the importance of Ngatikahu ki Whangaroa access to those materials and resources for customary use.

1. OVERLAY CLASSIFICATION

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

- 3.1 Pursuant to clause 5.1 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation (the Department) in relation to the specific principles:
- (a) the Department staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about the separate and distinct iwi values related to the Reserve and will be encouraged to respect the iwi, and their separate and distinct association with the Reserve;
 - (b) the Department will engage with the governance entity regarding the provision of all new public information or educational material related to the Reserve from the Department, and the Department will only use iwi cultural information with the consent of the governance entity;
 - (c) the separate and distinct association of the iwi with the Reserve will be accurately portrayed in all new Department information and educational material related to the Reserve;
 - (d) the Department will engage with the governance entity on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;
 - (e) significant earthworks and disturbances of the soil and/or vegetation will be avoided wherever possible; where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, the governance entity will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains), wāhi tapu and archaeological sites;
 - (f) any kōiwi or other taonga found or uncovered by the Department within the Reserve will be left untouched and the governance entity informed as soon as possible to enable the iwi to deal with the kōiwi or taonga in accordance with their tīkanga, subject to any procedures required by law; and
 - (g) the Department will ensure that the iwi are informed of any indigenous species management programmes and will identify opportunities for involvement of the iwi.

2. STATEMENTS OF ASSOCIATION

2. STATEMENTS OF ASSOCIATION

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

Akatārere Historic Reserve (as shown on deed plan OTS-116-16)

Kō Māmaru te Waka

Kō Parata te Tangata

I moe i a Kahukuraariki

Kō Ngatikahu ki Whangaroa te Iwi

The following Statement of Association from Ngatikahu ki Whangaroa applies to Akatārere Historic Reserve.

Akatārere sits in the traditional heartland of the Ngatikahu ki Whangaroa rohe and, in particular for the Ngāti Roha, Ngāti Rua, Ngāti Aukiwa, Te Pohitiare and Ngāti Rangimatamomoe hapū. The iwi maintained residences in the coastal bays, thereby giving access to kaimoana during the appropriate hunting and fishing seasons. However, they would return to inland communities, particularly during harsh weather, around Akatārere. This was a site of intensive community and agricultural activity, as evidenced by archaeological findings. The maunga, Akatārere, was a Pā site that provided extensive inland vistas, to ensure the on-going security of the tribe.

Over twenty generations, Ngatikahu ki Whangaroa have developed tikanga which embody our interdependence with, and respect for, our tribal homelands, and all the life and resources within it. Whatu in the northwest, to Kōwhairoa in the northeast, to Taratara in the South, and Paekauri and Whakaangi in the heartland, have always had an important role in sustaining the people of Ngatikahu ki Whangaroa physically and spiritually. These associations reinforce iwi identity, connection and continuity between generations and confirm the importance of this whenua, whether returned to our people, in fee simple, or through statutory acknowledgment. Ngatikahu ki Whangaroa also acknowledge the shared mana whenua over over-lapping rohe in the West and South with other iwi.

Oruaiti River and its tributaries within the Ngatikahu ki Whangaroa area of interest (as shown on deed plan OTS-116-19)

Kō Māmaru te Waka

Kō Parata te Tangata

I moe i a Kahukuraariki

Kō Ngatikahu ki Whangaroa te Iwi

The following Statement of Association from Ngatikahu ki Whangaroa applies to the Oruaiti River and its tributaries.

The Oruaiti River, from Paewhenua in the West to Otangaroa in the south, is of paramount importance as a Ngatikahu ki Whangaroa boundary. The river provided a pathway between the coast and the hinterland for Ngatikahu ki Whangaroa, as well as an important source of kaimoana.

**NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
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2. STATEMENTS OF ASSOCIATION

The water and fisheries of the Oruaiti River and its tributaries, as well as other natural resources on the Oruaiti River's banks are of extreme cultural significance to Ngatikahu ki Whangaroa. They contain a number of important awaawa mahinga kai (water resources), flora, fauna and fisheries, which were customarily hunted and gathered.

Over twenty generations, Ngatikahu ki Whangaroa have developed tikanga which embody our interdependence with, and respect for, our tribal homelands, and all the life and resources within it. Oruaiti has always played an important role in sustaining the mana and wairua of Ngatikahu ki Whangaroa physically and spiritually. These associations reinforce iwi identity, connection and continuity between generations and confirm the on-going importance of this awa.

Paekauri Conservation Area (as shown on deed plan OTS-116-17)

Kō Māmaru te Waka

Kō Parata te Tangata

I moe i a Kahukuraariki

Kō Ngatikahu ki Whangaroa te Iwi

The following Statement of Association from Ngatikahu ki Whangaroa applies to Paekauri Conservation Area.

This maunga is located to the south of Waimahana and Motukahaka, and as such, played an important role as a Pā site.

In particular, the Ngāti Roha, Ngāti Rua, Ngāti Aukiwa, Te Pohotiare and Ngāti Rangimatamomoe hapū maintained residences in these coastal bays, thereby giving access to kaimoana during the appropriate hunting and fishing seasons. However, they would return to inland communities, particularly during harsh weather, around Paekauri. These were sites of intensive community and agricultural activity, as evidenced by archaeological findings.

The Paekauri Pā site provided extensive inland and coastal vistas, to ensure the security of the tribe.

Over twenty generations, Ngatikahu ki Whangaroa have developed tikanga which embody our interdependence with, and respect for, our tribal homelands, and all the life and resources within it. Paekauri, in the heartland, has always played an important role in sustaining the mana and wairua of Ngatikahu ki Whangaroa, physically and spiritually. These associations reinforce iwi identity, connection and continuity between generations and confirm the on-going importance of this whenua.

Coastal Marine Area (as shown on deed plan OTS-116-18)

Kō Māmaru te Waka

Kō Parata te Tangata

I moe i a Kahukuraariki

Kō Ngatikahu ki Whangaroa te Iwi

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS

2. STATEMENTS OF ASSOCIATION

The following Statement of Association from Ngatikahu ki Whangaroa applies to the Coastal Marine Area adjacent to the area of interest.

Ngatikahu ki Whangaroa describe our ancestral lands and tribal boundaries as being between the eastern side of the Mangonui Harbour and the western side of the Whangaroa Harbour. This area covers from Taemāro along the coastline to Ōmata then to Te Whatu (Berghan Pt), south to Tokerau (Doubtless Bay), and Waihua, then Te Hīhī to Paewhenua Motu (Island), up the Oruaiti River taking in Ōtangaroa, Maunga Taratara, Waihapa, then to Waihapa Bay, following the shoreline along Tōtara North, then northward to Rere Bay, Pekapeka Bay, Kōwhairoa Peninsula, around to Taupo Bay, Tupou Bay, Motukahakaha, Waimahana and then back to Taemaro.

The Coastal Marine Area adjacent to the area of interest includes the Whangaroa Harbour, Pacific Coastline from Kōwhairoa Peninsula in the East, to Tokerau (Doubtless Bay) on the West, and south to Mangonui Harbour. The water, fisheries and other natural resources on the coastline and along the rivers, including Oruaiti and Waihapa Bay and their tributaries, are of extreme cultural significance to Ngatikahu ki Whangaroa. They contain a number of important awaawa mahinga kai (water resources), flora, fauna and fisheries, which were customarily hunted and gathered.

Over twenty generations, Ngatikahu ki Whangaroa have developed tikanga which embody our interdependence with, and respect for, our tribal homelands, and all the life and resources within the rohe, in the waterways, and the adjacent coastal marine area.

These arrangements do not affect the right of iwi, hapū or whānau to apply for the recognition of customary interests including customary marine title (CMT) and protected customary rights (PCR) under the Marine and Coastal Area (Takutai Moana) Act 2011, and to exercise rights under that Act.

**3. DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION
AND THE DIRECTOR-GENERAL OF CONSERVATION**

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
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3: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE
DIRECTOR-GENERAL OF CONSERVATION

THIS DEED is made by **THE CROWN** acting by the Minister of Conservation and the Director-General of Conservation

1 INTRODUCTION

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with:
- 1.1.1 Ngatikahu ki Whangaroa (the settling group); and
 - 1.1.2 Kahukuraariki Trust (the governance entity).
- 1.2 In the deed of settlement, Ngatikahu ki Whangaroa made statements of Ngatikahu ki Whangaroa's particular cultural, spiritual, historical and traditional association with Akatāreere Historic Reserve (as shown on deed plan OTS-116-16).
- 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 Ngatikahu ki Whangaroa Claims Settlement Act [*year*], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

- 2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning Ngatikahu ki Whangaroa's association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
- 2.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977;
 - 2.2.2 preparing a national park management plan under the National Parks Act 1980;
 - 2.2.3 preparing a non-statutory plan, strategy, programme or survey in relation to a statutory area that is not a river for any of the following purposes:
 - (a) to identify and protect wildlife or indigenous plants;
 - (b) to eradicate pests, weeds, or introduced species;
 - (c) to assess current and future visitor activities;

**NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
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**3: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE
DIRECTOR-GENERAL OF CONSERVATION**

- (d) to identify the appropriate number and type of concessions;
- 2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river;
- 2.2.5 locating or constructing structures, signs, or tracks.
- 2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

3 LIMITS

3.1 This deed:

- 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
- 3.1.2 does not require the Crown to undertake, increase, or resume any identified activity; and
- 3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
- 3.1.4 is subject to the settlement legislation.

4 TERMINATION

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

- 4.1.1 the governance entity, the Minister of Conservation, and the Director-General of Conservation agree in writing; or
- 4.1.2 the relevant area is disposed of by the Crown; or
- 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and/or Crown official.

- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Minister and/or Crown official responsible for that activity.

5 NOTICES

- 5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is:

Department of Conservation
Pewhairangi / Bay of Islands
PO Box 128

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
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3: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE
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Kerikei 0245
+64 9 407 0300

6 **AMENDMENT**

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

7 **NO ASSIGNMENT**

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

8 **DEFINITIONS**

8.1 In this deed:

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

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

deed of settlement means the deed of settlement dated [**date**] between Ngatikahu ki Whangaroa, the governance entity, and the Crown; and

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

governance entity has the meaning given to it by the deed of settlement; and

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

Minister means the Minister of Conservation; and

settling group and **Ngatikahu ki Whangaroa** have the meaning given to them by the deed of settlement; and

settlement legislation means the Act referred to in clause 1.4; and

statement of association means each statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

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

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

9 **INTERPRETATION**

9.1 The provisions of this clause apply to this deed's interpretation, unless the context requires a different interpretation.

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
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**3: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE
DIRECTOR-GENERAL OF CONSERVATION**

- 9.2 Headings do not affect the interpretation.
- 9.3 A term defined by:
- 9.3.1 this deed has that meaning; and
 - 9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meanings where used in this deed.
- 9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.
- 9.5 The singular includes the plural and vice versa.
- 9.6 One gender includes the other genders.
- 9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 9.8 A reference to:
- 9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and
 - 9.8.2 legislation means that legislation as amended, consolidated, or substituted.
- 9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

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

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

Signature of Witness

Witness Name

Occupation

Address

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
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3: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE
DIRECTOR-GENERAL OF CONSERVATION

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

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
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3: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE
DIRECTOR-GENERAL OF CONSERVATION

Schedule

Copies of Statements of Association

Akatārere Historic Reserve (as shown on deed plan OTS-116-16)

Kō Māmaru te Waka

Kō Parata te Tangata

I moe i a Kahukuraariki

Kō Ngatikahu ki Whangaroa te Iwi

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Akatārere sits in the traditional heartland of the Ngatikahu ki Whangaroa rohe and, in particular for the Ngāti Roha, Ngāti Rua, Ngāti Aukiwa, Te Pohotiare and Ngāti Rangimatamomoe hapū. The iwi maintained residences in the coastal bays, thereby giving access to kaimoana during the appropriate hunting and fishing seasons. However, they would return to inland communities, particularly during harsh weather, around Akatārere. This was a site of intensive community and agricultural activity, as evidenced by archaeological findings. The maunga, Akatārere, was a Pā site that provided extensive inland vistas, to ensure the on-going security of the tribe.

Over twenty generations, Ngatikahu ki Whangaroa have developed tikanga which embody our interdependence with, and respect for, our tribal homelands, and all the life and resources within it. Whatu in the northwest, to Kōwhairoa in the northeast, to Taratara in the South, and Paekauri and Whakaangi in the heartland, have always had an important role in sustaining the people of Ngatikahu ki Whangaroa physically and spiritually. These associations reinforce iwi identity, connection and continuity between generations and confirm the importance of this whenua, whether returned to our people, in fee simple, or through statutory acknowledgment. Ngatikahu ki Whangaroa also acknowledge the shared mana whenua over over-lapping rohe in the West and South with other iwi.

4. PROTOCOLS

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
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4.1 CONSERVATION PROTOCOL

4.1: CONSERVATION PROTOCOL

**A Protocol issued by the Crown through the Minister of Conservation regarding
Ngatikahu ki Whangaroa and the Department of Conservation**

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between Ngatikahu ki Whangaroa 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 the basis upon which the Department of Conservation (the "Department") will interact with the Ngatikahu ki Whangaroa Governance Entity (the "Governance Entity") across the Ngatikahu ki Whangaroa Area of Interest (Attachment A).
- 1.2 Ngatikahu ki Whangaroa has cultural, spiritual, traditional and historic associations with the land, waters and indigenous flora and fauna within their Area of Interest, and accept a responsibility as kaitiaki under tikanga Māori to preserve, protect, and manage natural and historic resources.
- 1.3 The Department's functions include managing "for conservation purposes, all land, and all other natural and historic resources" under the Conservation Legislation. This must be interpreted and administered so as to give effect to the principles of the Treaty of Waitangi, to the extent that those principles are consistent with the Conservation Legislation.
- 1.4 This document is a framework to foster the development of a positive, collaborative and enduring relationship into the future.

2 COMMUNICATION

- 2.1 The Department will maintain effective and efficient communication with Ngatikahu ki Whangaroa on an ongoing basis by:
- 2.1.1 maintaining a record of the Governance Entity's office holders, and their addresses and contact details; and
- 2.1.2 meeting with the Governance Entity at least once a year to discuss issues of shared interest.

3 VISITOR AND PUBLIC INFORMATION

- 3.1 The Department shares its knowledge about natural and historic heritage with visitors and the general public. This is to increase their enjoyment and understanding of this heritage, and to develop their awareness of the need for its conservation.
- 3.2 The Governance Entity will be consulted on:
- 3.2.1 opportunities for input into visitor appreciation and information materials; and
- 3.2.2 the use of information about Ngatikahu ki Whangaroa values included in information for visitors published by the Department.

4.1: CONSERVATION PROTOCOL

4 CULTURAL MATERIALS

- 4.1 The Minister and/or Director-General will facilitate, in accordance with legislative requirements, Ngatikahu ki Whangaroa access to cultural materials and will consider potential impacts on Ngatikahu ki Whangaroa where cultural materials are requested by other persons.

5 MARINE MAMMALS

- 5.1 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. The Department has responsibilities 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, and the public.
- 5.2 The governance entity will be advised of, marine mammal strandings within the area of interest. A co-operative approach will be adopted with Ngatikahu ki Whangaroa to management of stranding events, including recovery of bone (including teeth and baleen) for cultural purposes and burial of marine mammals. The Department will make reasonable efforts to inform the Governance Entity before any decision is made to euthanase a marine mammal or gather scientific information.

6 FRESHWATER FISHERIES

- 6.1 The Department's functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and their habitats. Active management is limited to whitebait fishing and those fisheries and habitats that are located on Conservation Land. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act processes.
- 6.2 A co-operative approach will be adopted with the Governance Entity in the conservation of freshwater fisheries and freshwater habitats. This may include seeking to identify areas for co-operation in the protection of riparian vegetation and habitats, and consulting with the Governance Entity when the Department is developing or contributing to research and monitoring programmes.

7 SITES OF SIGNIFICANCE

- 7.1 The Department aims to conserve historic places and structures in areas managed under conservation legislation. It will endeavour to do this for sites of significance to Ngatikahu ki Whangaroa in co-operation with the Governance Entity and according to Ngatikahu Whangaroa tikanga and professional standards.
- 7.2 Where Ngatikahu ki Whangaroa request, information relating to Ngatikahu ki Whangaroa sites of significance will be treated in confidence by the Department in order to preserve the wāhi tapu nature of places.

8 NATIONAL PROGRAMMES

- 8.1 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of

4.1: CONSERVATION PROTOCOL

threatened species, in particular those most at risk of extinction. To do this, it conducts a number of national programmes.

- 8.2 If there are any national sites and species programmes operating in the Ngatikahu ki Whangaroa Area of Interest, the Governance Entity will be advised of them.

9 PEST CONTROL

- 9.1 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of the Department's work. This is done in a way that maximises the value from limited resources available to do this work.

- 9.2 The Governance Entity will be consulted on pest control activities, particularly in relation to the use of poisons, and will be provided with opportunities to discuss programmes and outcomes.

10 RESOURCE MANAGEMENT ACT 1991

- 10.1 From time to time, Ngatikahu ki Whangaroa and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.

- 10.2 The Governance Entity and the Department will seek to identify issues of mutual interest and/or concern, in particular any matters relating to the protection and restoration of wetlands, ahead of each party making submissions in Resource Management Act processes.

11 BUSINESS AND MANAGEMENT PLANNING

- 11.1 The annual business planning process determines the Department's conservation work priorities. The Governance Entity will be able to request specific projects to be undertaken. Such requests will be taken forward into the business planning process and considered by the Department when it determines its overall priorities.

- 11.2 If a specific project is not advanced, the Department will advise the Governance Entity of the reasons for this.

- 11.3 The Governance Entity will have opportunities to provide early input into relevant Conservation Management Strategy reviews, or Management Plans if any, within the Area of Interest.

12 STATUTORY AUTHORISATIONS AND STATUTORY LAND MANAGEMENT

- 12.1 The Governance Entity will be consulted, prior to any public notification process, with regard to categories of statutory authorisations and statutory land management proposals within the Area of Interest that may impact on the cultural or historic values of Ngatikahu ki Whangaroa, as identified from time to time by Ngatikahu ki Whangaroa and the Department.

- 12.2 The Governance Entity will be consulted on conditions for the protection of wāhi tapu and wāhi taonga when considering statutory authorisations.

**NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
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4.1: CONSERVATION PROTOCOL

- 12.3 As the Department works within time limits to process statutory authorisations and statutory land management proposals, it will notify the Governance Entity of the time frames for making comments.
- 12.4 Prior to issuing statutory authorisations to carry out activities on land managed by the Department within the Area of Interest, the Minister will encourage communication between the proposed concessionaire and the Governance Entity.

13 SURPLUS CONSERVATION LAND

- 13.1 The Department will advise the Governance Entity of its intention to declare any conservation land within the Area of Interest to be surplus.

14 PLACE NAMES

- 14.1 When Conservation Lands within the Area of Interest are to be named, or changes to existing place names are proposed in relation the Conservation Lands within the Area of Interest, the Department will consult with Ngatikahu ki Whangaroa on an appropriate name, including the reinstatement of traditional place names, subject to Geographic Board agreement if necessary.

15 COLLABORATIVE MANAGEMENT SITES

- 15.1 For the purposes of this Protocol 'Collaborative Management' is defined as: "an arrangement whereby two parties work jointly towards commonly agreed and accepted goals, in mutually beneficial ways, whilst enhancing the mana of both parties".
- 15.2 The Governance Entity and the Department will meet when requested by either party to articulate objectives and processes for the collaborative management of sites returned to Ngatikahu ki Whangaroa, where the surrounding Conservation Land is retained by the Department. Objectives and processes for collaborative management will be subject to each party's ability to make commitments within their capacity and resources.

16 CONSULTATION

- 16.1 Where consultation is required under this Protocol, the Department will:
- 16.1.1 ensure that the Governance Entity is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the consultation;
 - 16.1.2 provide the Governance Entity with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are subject of the consultation;
 - 16.1.3 approach the consultation with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the consultation;
 - 16.1.4 ensure the mana and rangatiratanga of the Governance Entity is acknowledged and respected in all consultation processes; and

4.1: CONSERVATION PROTOCOL

16.1.5 report back to the Governance Entity on any decision that is made and, where a decision has been made that does not accord with the Governance Entity's comments and/or submission, set out the factors taken into account in reaching that decision.

17 DEFINITIONS

17.1 In this Protocol:

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

Conservation Land means the land managed by the Department of Conservation under the Conservation Legislation;

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

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

Cultural materials means plants, plant materials, and materials derived from dead wildlife or marine mammals for which the Department is responsible within the Area of Interest and which are important to Ngatikahu ki Whangaroa in maintaining and expressing its cultural values and practices;

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

Governance Entity means the trustees for the time being of the Kahukuraariki Trust, in their capacity as trustees of the trust;

Ngatikahu ki Whangaroa has the meaning set out in clause 8.6 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 Ngatikahu ki Whangaroa Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol; and

Tikanga Māori refers to Māori traditional customs.

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS

4.1: CONSERVATION PROTOCOL

ISSUED on [_____]

SIGNED for and on behalf of _____)
HER MAJESTY THE QUEEN)
in right of New Zealand by the)
Minister of Conservation)
in the presence of) _____

Signature of Witness

Witness Name

Occupation

Address

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS

4.1: CONSERVATION PROTOCOL

**ATTACHMENT A:
NGATIKAHU KI WHANGAROA AREA OF INTEREST**



ATTACHMENT B: SUMMARY OF TERMS OF ISSUE

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

1. Amendment and Cancellation

- 1.1 The Minister may amend or cancel this Protocol but only after consulting with the Ngatikahu ki Whangaroa Governance Entity and having particular regard to its views (section 22).

2. Noting

- 2.1 A summary of the terms of this Protocol must be noted in the conservation management strategy, conservation management plan, freshwater fisheries management plan or national park management plan affecting the Protocol Area but the noting

2.1.1 is for the purpose of public notice; and

2.1.2 does not amend the conservation management strategy, conservation management plan, freshwater fisheries management plan or national park management plan for the purposes of the Conservation Act 1987 or the National Parks Act 1980 (section 25).

3. Limits

- 3.1 This Protocol does not:

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

- (a) introducing legislation; or
- (b) changing government policy; or
- (c) issuing a protocol to or interacting or consulting with anyone the Crown considers appropriate including any iwi, hapu, marae, whanau or representatives of tangata whenua (section 23);

3.1.2 restrict the responsibilities of the Minister or the Department or the legal rights of Ngatikahu ki Whangaroa (section 23);

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

- (a) land held, managed or administered under Conservation Legislation; or
- (b) flora or fauna managed or administered under Conservation Legislation; or
- (c) rights relating to the common marine and coastal areas defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011 (section 25).

4.1: CONSERVATION PROTOCOL

4. Breach

- 4.1 Subject to the Crown Proceedings Act 1950 the Governance Entity may enforce the Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (this does not exclude a Court from awarding costs incurred in enforcing the Protocol (section 24).
- 4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.12 of the Deed of Settlement).

4.2 TAONGA TŪTURU PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS,
CULTURE AND HERITAGE REGARDING INTERACTION WITH NGATIKAHU KI
WHANGAROA ON SPECIFIED ISSUES**

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated xx between Ngatikahu ki Whangaroa 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 Manatū Taonga also known as 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
 - 1.1.7 Effects on Ngatikahu ki Whangaroa interests in the Protocol Area - Part 7
 - 1.1.8 Registration as a collector of Ngā Taonga Tūturu - Part 8
 - 1.1.9 Board Appointments - Part 9
 - 1.1.10 National Monuments, War Graves and Historical Graves - Part 10
 - 1.1.11 History publications relating to Ngatikahu ki Whangaroa - Part 11
 - 1.1.12 Cultural and/or Spiritual Practices and professional services - Part 12
 - 1.1.13 Consultation - Part 13
 - 1.1.14 Changes to legislation affecting this Protocol -Part 14
 - 1.1.15 Definitions - Part 15
- 1.2 For the purposes of this Protocol the governance entity is the body representative of Ngatikahu ki Whangaroa who have an interest in the matters covered under this Protocol. This derives from the status of the governance entity as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.3 Manatū Taonga also known as the Ministry (the "Ministry") and the governance entity are seeking a relationship consistent with te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.

**NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS**

4.2: TAONGA TÛTURU PROTOCOL

- 1.4 The purpose of the Protected Objects Act 1975 ("the Act") is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.
- 1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in Clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input, into matters set out in Clause 1.1, as set out in clauses 5 to 11 of this Protocol.

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 26 of the Ngatikahu ki Whangaroa Claims Settlement Legislation ("the Settlement Legislation") that implements the Ngatikahu ki Whangaroa 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:
- 4.1.1 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 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 and of the obligations of the Chief Executive under it;
 - 4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
 - 4.1.7 including a copy of the Protocol with the governance entity on the Ministry's website.

4.2: TAONGA TŪTURU PROTOCOL

5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT

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 Ngatikahu ki Whangaroa 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 Ngatikahu ki Whangaroa 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 Ngatikahu ki Whangaroa 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 Ngatikahu ki Whangaroa 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 Ngatikahu ki Whangaroa origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Ownership of Taonga Tūturu found in Protocol Area or identified as being of Ngatikahu ki Whangaroa origin found elsewhere in New Zealand

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 Ngatikahu ki Whangaroa 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 Ngatikahu ki Whangaroa 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.

4.2: TAONGA TŪTURU PROTOCOL

Custody of Taonga Tūturu found in Protocol Area or identified as being of Ngatikahu ki Whangaroa origin found elsewhere in New Zealand

- 5.5 If the governance entity does not lodge a claim of ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngatikahu ki Whangaroa origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:
- 5.5.1 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and
 - 5.5.2 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 Ngatikahu ki Whangaroa 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 Ngatikahu ki Whangaroa 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 the Chief Executive's 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. EFFECTS ON NGATIKAHU KI WHANGAROA INTERESTS IN THE PROTOCOL AREA

- 7.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Ngatikahu ki Whangaroa interests in the Protocol Area.
- 7.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Ngatikahu ki Whangaroa interests in the Protocol Area.

**NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS**

4.2: TAONGA TŪTURU PROTOCOL

7.3 Notwithstanding clauses 7.1 and 7.2 above the Chief Executive and governance entity shall meet to discuss Ngatikahu ki Whangaroa interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

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 add the governance entity's nominees onto Manatū Taonga/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 proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to Ngatikahu ki Whangaroa interests in the Protocol Area. For the avoidance of any doubt, this does not include normal maintenance or cleaning.

10.2 Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the governance entity, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the "New Zealand Wars").

11. HISTORY PUBLICATIONS

11.1 The Chief Executive shall:

11.1.1 upon commencement of this protocol provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relates substantially to Ngatikahu ki Whangaroa; and

11.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Ngatikahu ki Whangaroa:

(a) from an early stage;

(b) throughout the process of undertaking the work; and

4.2: TAONGA TŪTURU PROTOCOL

(c) before making the final decision on the material of a publication.

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

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

12.1 Where the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngatikahu ki Whangaroa 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 relating to cultural advice, historical and commemorative services sought by the Chief Executive.

12.3 The procurement by the Chief Executive of any such services set out in clauses 12.1 and 12.2 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.

4.2: TAONGA TŪTURU PROTOCOL

14 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 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.

15. DEFINITIONS

- 15.1 In this Protocol:

Chief Executive means the Chief Executive of Manatū Taonga also known as the Ministry for Culture and Heritage and includes any authorised employee of Manatū Taonga also known as 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 Kahukuraariki Trust;

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

Ngatikahu ki Whangaroa has the meaning set out in clause 8.6 of the Deed of Settlement;

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

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS

4.2: TAONGA TŪTURU PROTOCOL

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

an object that:

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

ISSUED on []

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

Signature of Witness

Witness Name

Occupation

Address

4.2: TAONGA TŪTURU PROTOCOL

ATTACHMENT A:
TAONGA TŪTURU PROTOCOL AREA



ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

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

1. Amendment and cancellation

- 1.1 The Minister may amend or cancel this Protocol, but only after consulting with the governance entity and having particular regard to its views (section 22).

2. Limits

- 2.1 This Protocol does not:

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

- (a) introducing legislation; or
- (b) changing government policy; or
- (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapu, marae, whanau, or representative of tangata whenua (section 23); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Ngatikahu ki Whangaroa (section 23); or

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

3. Breach

- 3.1 Subject to the Crown Proceedings Act 1950, the governance entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 24).

- 3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.12 of the Deed of Settlement)

5. LETTER OF RECOGNITION

5. LETTER OF RECOGNITION

[Date]

[Name]

Chair

Kahukuraariki Trust

PO Box xxx

[City] postcode

Tēnā koe [*Name of Chair*]

NGATIKAHU KI WHANGAROA LETTER OF RECOGNITION

Please accept my congratulations on the passing of the Ngatikahu ki Whangaroa Claims Settlement Act 20xx. In accordance with the requirements of this legislation, and the Deed of Settlement concluded between the Crown and Ngatikahu ki Whangaroa, the Ministry for Primary Industries (the **Ministry**) now extends to you this Letter of Recognition.

First, this letter sets out how the Ministry and Ngatikahu ki Whangaroa will work constructively together, in partnership, to fully implement the Crown's customary fisheries obligations. These obligations arise from the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 and the Fisheries Act 1996 (the Fisheries Act) and the Deed of Settlement signed between the Crown and Ngatikahu ki Whangaroa on [date].

Second, this letter sets out how the Ngatikahu ki Whangaroa will be consulted on policy development and work that is led by the Ministry where these activities directly affect the Ngatikahu ki Whangaroa Area of Interest.

Tangata whenua input and participation

The Fisheries Act provides for the input and participation of tangata whenua in certain sustainability matters and decisions that concern fish stocks, and the effects of fishing on the aquatic environment. The Fisheries Act also provides that the responsible Minister, the Minister for Primary Industries, must have particular regard to kaitiakitanga when making decisions on those matters.

Recognition of Ngatikahu ki Whangaroa as tangata whenua

The Ministry recognises Ngatikahu ki Whangaroa as tangata whenua, being iwi or hapū, within their Area of Interest. The Ministry acknowledges that Ngatikahu ki Whangaroa has an interest in the sustainable utilisation of all species of fish, aquatic life, and seaweed, administered under the Fisheries Act, within their Area of Interest.

The Ministry also acknowledges that Ngatikahu ki Whangaroa have a customary non-commercial interest in all species of fish, aquatic life and seaweed, administered under the Fisheries Act, within their Area of Interest.

National Fisheries Plans

The management of New Zealand's fisheries is guided by National Fisheries Plans that describe the objectives the Ministry will work towards to manage fisheries. To provide for effective input and participation of tangata whenua into fisheries management decisions, the Ministry has developed the Forum Fisheries Plans (FFP) strategy.

5. LETTER OF RECOGNITION

A central element of this strategy is the establishment of integrated Fisheries Management Area forums and the development of FFPs. This will help iwi bring together their commercial, non-commercial, and other fisheries goals at a forum level.

Ngatikahu ki Whangaroa involvement in Iwi Fisheries Plans and National Fisheries Plans

The Ministry will ensure that the Ngatikahu ki Whangaroa Governance Entity - Kahukuraariki Trust (the **Trust**) has an opportunity to contribute to the development of an Iwi Fisheries Plan and FFP. The Ministry, within the resources available, may assist the Trust in developing these plans. This will ensure that the Trust's fisheries management objectives and priorities are given visibility and appropriate consideration in the development of any relevant FFP.

The Ministry will ensure that the Trust has an opportunity to participate in, and contribute to, any future engagement process which may be developed at a regional level or national level. The Ministry will provide for processes that allow for the input and participation of tangata whenua, within the Ngatikahu ki Whangaroa Area of Interest.

Support for implementation of non-commercial customary fisheries regulations

The Ministry, within the resources available, will also provide the Trust with information to enable the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within their Area of Interest. The Ministry can discuss with the Trust the process for implementing the Fisheries (Kaimoana Customary Fishing) Regulations.

Rāhui

The Ministry recognises that rāhui is a traditional use and management practice of Ngatikahu ki Whangaroa and may be put in place, within the Area of Interest, by the Trust.

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

The Ministry undertakes, within its resource capabilities, to inform a representative of any fishery stakeholder group that fishes 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 the Trust over their customary fisheries.

Primary industries portfolio advice

Protecting and helping the primary sectors grow is a key role for the Ministry. Where the Area of Interest is directly affected by the development of policies and operational processes that are led by the Ministry in the area of fisheries and aquaculture; agriculture and forestry; and biosecurity, the Ministry will consult with the Trust as representatives of the Ngatikahu ki Whangaroa.

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS

5. LETTER OF RECOGNITION

The Ministry looks forward to working with Ngatikahu ki Whangaroa to provide for the sustainable utilisation of fisheries resources and working with Ngatikahu ki Whangaroa on the development of policy and operational matters that the Ministry leads that may directly impact upon them in their rohe.

Yours sincerely

Martyn Dunne CNZM
Director-General

6. ENCUMBRANCES

6.1 PAEKAURI CONSERVATION COVENANT

6.1: PAEKAURI CONSERVATION COVENANT

CONSERVATION COVENANT

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

THIS DEED of COVENANT is made this day of

BETWEEN THE TRUSTEES OF THE KAHUKURAARIKI TRUST
(the Owner)

AND MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; 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 (both the Conservation Values and the Reserve Values are referred to as the Land's Values).
- B Management of the Land's Values requires some restrictions on the Owner's use of the Land without the Minister's consent and the enabling of the Minister to undertake certain activities on the Land.
- C The Owner is the registered proprietor of the Land described in Schedule 1 as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [] and implemented by the Ngatikahu ki Whangaroa Claims Settlement Act [].
- D The parties to the Deed of Settlement agree the Land's Values 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.
- E The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Land's 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.

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS

6.1: PAEKAURI CONSERVATION COVENANT

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"Conservation and Reserve Values"

means the preservation and protection of natural, landscape and historic resources including Conservation and Reserve 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.

"Director-General"

means the Director-General of Conservation.

"Fence"

includes a gate.

"Land's Values"

means the Conservation and Reserve values specified in Schedule 1.

"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.

"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.

- 1.1.1 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.1.2 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity; and
- 1.1.3 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 to preserve and protect the Land's Values; and
- 2.1.2 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

6.1: PAEKAURI CONSERVATION COVENANT

3 IMPLEMENTATION OF OBJECTIVES

- 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, or any other plant not endemic to and not sourced from the location in which the Land is situated;
 - 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 a more than minor adverse effect on the Land's 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 eradicating or controlling all weeds and pests on the Land to the extent required by any statute; and, in particular, complying with the provisions of, and any notices given under, the Biosecurity Act 1993 and in so doing the Owner may undertake minor clearance of vegetation;
 - 3.2.2 co-operating 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 keeping the Land free from exotic tree species;

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS

6.1: PAEKAURI CONSERVATION COVENANT

- 3.2.4 keeping 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, granting 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 keeping 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 complying with all requisite statutes, regulations and bylaws in relation to the Land.

4 PUBLIC ACCESS

- 4.1 The Owner must, subject to this Covenant, permit the public to enter upon the Land for non-commercial purposes without the consent of the Owner provided the public:
 - 4.1.1 only access the Land by foot;
 - 4.1.2 do not take firearms or animals on the Land; and
 - 4.1.3 do not camp on the Land.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

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

6 JOINT OBLIGATIONS

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

7 DURATION OF COVENANT

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

6.1: PAEKAURI CONSERVATION COVENANT

8 OBLIGATIONS ON DISPOSAL OF LAND

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

9 CONSENTS

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

10 MISCELLANEOUS MATTERS

10.1 Trespass Act:

10.1.1 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.

10.1.2 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.

10.2 Reserves Act

10.2.1 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.

10.3 Registration

10.3.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

10.4 Acceptance of Covenant

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

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:

6.1: PAEKAURI CONSERVATION COVENANT

- 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, by facsimile or by electronic mail

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS

6.1: PAEKAURI CONSERVATION COVENANT

addressed to the receiving party at the address, facsimile number or electronic mail address set out in Schedule 2.

- 13.2 A notice given in accordance with clause 13.1 will be deemed to have been received in the case of:
- (a) personal delivery, on the date of delivery;
 - (b) pre-paid post, on the third working day after posting;
 - (c) facsimile, on the day on which it is dispatched or, if dispatched after 5:00pm, on the next day after the date of dispatch; and
 - (d) electronic mail, on the day of successful delivery of the mail.
- 13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land or change in the particulars in Schedule 2 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 **Trustees of the**)
KAHUKURAARIKI TRUST)
as Owner, in the presence of:) _____

Signature of Witness

Witness Name

Occupation

Address

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS

6.1: PAEKAURI CONSERVATION COVENANT

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

Signature of Witness

Witness Name

Occupation

Address

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS

6.1: PAEKAURI CONSERVATION COVENANT

SCHEDULE 1

Description of Land: Paekauri

All that piece of land being: 10.9 hectares, approximately, being Part Allotment 141 Mangonui East Parish (subject to survey)

Conservation and Reserve Values to be protected:

The site's natural and environmental values are as a representative example of manuka shrubland, manuka/ kanuka forest, towai forest and secondary kauri forest. It has habitat values as habitat for indigenous and threatened bird species including North Island Brown Kiwi.

The site has historical values, including gumdigging pits and other historical evidence.

The site also has recreational value to the public as an area of native forest.

6.1: PAEKAURI CONSERVATION COVENANT

SCHEDULE 2

Address for Service

The address for service of the Owner is:

The address for service of the Minister is:

c/o Department of Conservation
Kaitaia Office
PO Box 569
Kaitaia 0441
+64 9 408 6014

6.1: PAEKAURI CONSERVATION COVENANT

SCHEDULE 3

Special Conditions

Not applicable.

6.1: PAEKAURI CONSERVATION COVENANT

GRANT OF CONSERVATION COVENANT

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

to

MINISTER OF CONSERVATION

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

Legal Services
Department of Conservation

6.2 TAEMARO TO TOKAMATĀ CONSERVATION COVENANT

6.2: TAEMARO TO TOKAMATĀ CONSERVATION COVENANT

CONSERVATION COVENANT

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

THIS DEED of COVENANT is made this day of

BETWEEN THE TRUSTEES OF THE KAHUKURAARIKI TRUST
(the Owner)

AND MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; 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 (both the Conservation Values and the Reserve Values are referred to as the Land's Values).
- B Management of the Land's Values requires some restrictions on the Owner's use of the Land without the Minister's consent and the enabling of the Minister to undertake certain activities on the Land.
- C The Owner is the registered proprietor of the Land described in Schedule 1 as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated [] and implemented by the Ngatikahu ki Whangaroa Claims Settlement Act [].
- D The parties to the Deed of Settlement agree the Land's Values 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.
- E The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Land's 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.

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS

6.2: TAEMARO TO TOKAMATĀ CONSERVATION COVENANT

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"Conservation and Reserve Values"

means the preservation and protection of natural, landscape and historic resources including Conservation and Reserve 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.

"Director-General"

means the Director-General of Conservation.

"Fence"

includes a gate.

"Land's Values"

means the Conservation and Reserve values specified in Schedule 1.

"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.

"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.

- 1.1.1 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.1.2 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity; and
- 1.1.3 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 to preserve and protect the Land's Values; and
- 2.1.2 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

6.2: TAEMARO TO TOKAMATĀ CONSERVATION COVENANT

3 IMPLEMENTATION OF OBJECTIVES

- 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, or any other plant not endemic to and not sourced from the location in which the Land is situated;
 - 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 a more than minor adverse effect on the Land's 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 eradicating or controlling all weeds and pests on the Land to the extent required by any statute; and, in particular, complying with the provisions of, and any notices given under, the Biosecurity Act 1993 and in so doing the Owner may undertake minor clearance of vegetation;
 - 3.2.2 co-operating 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 keeping the Land free from exotic tree species;

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS

6.2: TAEMARO TO TOKAMATĀ CONSERVATION COVENANT

- 3.2.4 keeping 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, granting 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 keeping 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 complying with all requisite statutes, regulations and bylaws in relation to the Land.

4 PUBLIC ACCESS

- 4.1 The Owner must, subject to this Covenant, permit the public to enter upon the Land for non-commercial purposes without the consent of the Owner provided the public:
 - 4.1.1 only access the Land by foot;
 - 4.1.2 do not take firearms or animals on the Land; and
 - 4.1.3 do not camp on the Land.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

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

6 JOINT OBLIGATIONS

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

7 DURATION OF COVENANT

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

6.2: TAEMARO TO TOKAMATĀ CONSERVATION COVENANT

8 OBLIGATIONS ON DISPOSAL OF LAND

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

9 CONSENTS

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

10 MISCELLANEOUS MATTERS

10.1 Trespass Act:

- 10.1.1 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.
- 10.1.2 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.

10.2 Reserves Act

- 10.2.1 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.

10.3 Registration

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

10.4 Acceptance of Covenant

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

6.2: TAEMARO TO TOKAMATĀ CONSERVATION COVENANT

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.

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS

6.2: TAEMARO TO TOKAMATĀ CONSERVATION COVENANT

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, by facsimile or by electronic mail addressed to the receiving party at the address, facsimile number or electronic mail address set out in Schedule 2.
- 13.2 A notice given in accordance with clause 13.1 will be deemed to have been received in the case of:
- (a) personal delivery, on the date of delivery;
 - (b) pre-paid post, on the third working day after posting;
 - (c) facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch; and
 - (d) electronic mail, on the day of successful delivery of the mail.
- 13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land or change in the particulars in Schedule 2 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 **Trustees of the**)
KAHUKURAARIKI TRUST)
as Owner, in the presence of:) _____

Signature of Witness

Witness Name

Occupation

Address

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS

6.2: TAEMARO TO TOKAMATĀ CONSERVATION COVENANT

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

Signature of Witness

Witness Name

Occupation

Address

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS

6.2: TAEMARO TO TOKAMATĀ CONSERVATION COVENANT

SCHEDULE 1

Description of Land: Taemaro to Tokamatā

All that piece of land being: 40.0 hectares, approximately, being Parts Section 1 and Part Section 4 Block II Mangonui Survey District (subject to survey).

Conservation and Reserve Values to be protected.

The site's habitat values are as habitat for indigenous and threatened species, including kiwi, NZ dotterel and variable oystercatcher. It has coastal broadleaf forest with some kauri and shrubland. Towai, mamaku and pohutukawa occur near the coast. Coastal flora species including pingao are present.

The site has historical values, including two archaeological sites (terraces and whaling station) and pa sites.

Coastal landscape values, including cliffs, coastal vegetation and coastal edge.

The site also has recreation values, providing public access to the coast.

6.2: TAEMARO TO TOKAMATĀ CONSERVATION COVENANT

SCHEDULE 2

Address for Service

The address for service of the Owner is:

The address for service of the Minister is:

c/o Department of Conservation
Kaitaia Office
PO Box 569
Kaitaia 0441
+64 9 408 6014

6.2: TAEMARO TO TOKAMATĀ CONSERVATION COVENANT

SCHEDULE 3

Special Conditions

- 15** Despite clause 2.1.2, the Owner may prohibit the public from entry to urupa and ana koiwi on the Land and despite clause 3.1.4 may erect fences and signage necessary to exclude the public from these places.
- 16** Despite clauses 3.1.2 and 3.1.6 the Owner may construct pathways on the Land providing foot access to the coast on the following conditions:
- 16.1 the construction must not cause other than minor adverse effects on the Conservation and Reserve Values as specified in Schedule 1;
 - 16.2 the pathway must not be more than 1.5 metres wide;
 - 16.3 the Owner must design and construct the pathway so as to avoid as far as practicable the destruction of mature indigenous vegetation and the disturbance of soil;
 - 16.4 the public must be allowed to use the pathway; and
 - 16.5 before construction on the pathways commences, the Governance Entity must consult the Department of Conservation.

6.2: TAEMARO TO TOKAMATĀ CONSERVATION COVENANT

GRANT OF CONSERVATION COVENANT

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

to

MINISTER OF CONSERVATION

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

Legal Services
Department of Conservation

6.3 PAEKAURI AND THOMSON BLOCK EASEMENTS

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS

6.3: PAEKAURI AND THOMPON BLOCK EASEMENT

**EASEMENT INSTRUMENT
to grant easement**

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

North Auckland

Grantor

Surname must be underlined

The Trustees of the Kahukuraariki Trust

Grantee

Surname must be underlined

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

Grant of easement

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

Dated this

day of

20

ATTESTATION:

----- Signature of Grantor	<u>Signed</u> in my presence by the Grantor: _____ <i>Signature of Witness</i> Witness Name: Occupation: Address:
	<u>Signed</u> in my presence by the Grantee: _____ <i>Signature of Witness</i> Witness Name: Occupation: Address:
----- Signature of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee
ANNEXURE SCHEDULE A

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS

6.3: PAEKAURI AND THOMPON BLOCK EASEMENT

Easement Instrument

Dated:

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Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	The 10m strip shown red on deed plan OTS-116-12 (subject to survey)	Lot 1 DP 164336	In gross
Right of Way	The 10m strip shown red on deed plan OTS-116-06 (subject to survey)	Part Allotment 141 Mangonui East Parish (subject to survey)	In gross
Right to convey telecommunications and computer media	The 15 metre radius shown yellow on deed plan OTS-116-06 (subject to survey)	Part Allotment 141 Mangonui East Parish (subject to survey)	In gross
	The Easement Area	The Grantor's Land	

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in **Annexure Schedule B**.

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

6.3: PAEKAURI AND THOMPON BLOCK EASEMENT

ANNEXURE SCHEDULE B

Easement Instrument

Dated:

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RIGHTS AND POWERS

1 Right of way

- 1.1 The right of way includes the right for the Grantee its employees, contractors and invitees (excluding the general public) in common with the Grantor and other persons to whom the Grantor may grant similar rights to at all times go over and along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment.
- 1.2 The right of way includes:
- 1.2.1 the right to repair and maintain the existing track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - 1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track.
 - 1.2.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of maintaining infrastructure associated with the telecommunication site but without at any time causing damage to or interfering with the Grantor's use and management of the Grantor's Land.

2 Right to convey telecommunications and computer media

- 2.1 The right to convey telecommunications and computer media includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights to at all times to lead and convey telecommunications and computer media without interruption or impediment from the point of entry through the easement facility and over the Grantor's Land.
- 2.2 The right to convey telecommunications and computer media without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.
- 2.3 Easement facility referred to in 2.1 means the existing facility, including wires, cables, masts, storage facility and other equipment suitable for that purpose, erected on the Easement Area and anything in replacement or substitution.

3 General rights

- 3.1. The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.

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

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS

6.3: PAEKAURI AND THOMPON BLOCK EASEMENT

Easement Instrument Dated: Page of pages

3.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

4 Repair, maintenance and costs

4.1 The Grantee is solely responsible for arranging the repair and maintenance of the track and the easement facility for the right to convey telecommunications and computer media on the Easement Area and for the associated costs, so as to keep the track and easement facility to a standard suitable for its use and to prevent them from becoming a danger or a nuisance.

4.2 The Grantee must meet any associated requirements of the relevant local authority.

4.3 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this Easement.

4.4 The Grantor must repair at its cost all damage caused to the track or easement facility through its negligence or improper actions.

5 Rights of entry

5.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld:

5.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and

5.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

5.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.

5.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land, or to the Grantor.

5.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.

5.4 The Grantee must ensure that all work is completed promptly.

5.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.

5.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections or fences on the Grantor's Land.

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

6.3: PAEKAURI AND THOMPON BLOCK EASEMENT

Easement Instrument

Dated:

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6 Default

6.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this easement:

6.1.1 the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation;

6.1.2 if, at the expiry of the 7 working-day period, the party in default has not met the obligation, the other party may:

(a) meet the obligation; and

(b) for that purpose, enter the Grantor's Land;

6.1.3 the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation;

6.1.4 the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

7 Disputes

7.1 If a dispute in relation to this easement arises between the Grantor and Grantee:

7.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and

7.1.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

7.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties:

(a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and

(b) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

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

6.4 EASEMENT IN FAVOUR OF STONY CREEK STATION

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS

6.4 EASEMENT IN FAVOUR OF STONY CREEK STATION

**EASEMENT INSTRUMENT
to grant easement**

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

North Auckland

Grantor

Surname must be underlined

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

Grantee

Surname must be underlined

The Trustees of the Kahukuraariki Trust

Grant of easement

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

Dated this

day of

20

ATTESTATION

Signed on behalf of her Majesty the Queen
Council by

acting under a delegation from the Minister
of Conservation

Signature of Grantor

Signed in my presence by the Grantor:

Signature of Witness

Witness Name:

Occupation:

Address:

Signature of Grantee

Signed in my presence by the Grantee:

Signature of Witness

Witness Name:

Occupation:

Address:

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee

ANNEXURE SCHEDULE A

NGATIKAHU KI WHANGAROA DEED OF SETTLEMENT:
DOCUMENTS

6.4 EASEMENT IN FAVOUR OF STONY CREEK STATION

Easement Instrument Dated: Page of pages

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right to convey water	A on SO Plan 64294 The Easement Area	Part Allotment 141 Mangonui East Parish (subject to survey). The Grantor's Land	Section 5 SO Plan 64294 The Grantee's Land

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 do not apply and the easement rights and powers are as set out in **Annexure Schedule B**.

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

6.4 EASEMENT IN FAVOUR OF STONY CREEK STATION

ANNEXURE SCHEDULE B

Easement Instrument

Dated:

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RIGHTS AND POWERS

1 Right to convey water

- 1.1 The right to convey water includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights to take, store and convey water in free and unimpeded flow from the source of supply or point of entry through the Easement Facility and over the Grantor's Land to the Grantee's Land.
- 1.2 The right to take, store and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the Easement Facility.
- 1.3 The Easement Facility referred to in 1.1 is the Easement Facility placed, laid or to be placed, laid within the Easement Area and as defined in clause 7.
- 1.4 The Grantor must not do and must not allow to be done anything on the Grantor's Land that may cause the purity or flow of water in the water supply system to be diminished or polluted.

2 General rights

- 2.1 The Grantee has the right to use:
- (a) any Easement Facility already situated on the Easement Area for the purpose of the Easement granted; and
 - (b) if no suitable Easement Facility exists or if it does exist it needs replacement, the right to lay, install and construct the Easement Facility reasonably required by the Grantee (including the right to excavate land for the purpose of that construction).
- 2.2 The Grantor must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights under this Easement or of any other party or interfere with the efficient operation of the Easement Area.
- 2.3 Except as provided in this easement the Grantee must not do and must not allow to be done on either the Grantor's Land or the Grantee's land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Facility.

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

6.4 EASEMENT IN FAVOUR OF STONY CREEK STATION

Easement Instrument Dated: Page of pages

3 Repair, maintenance and costs

- 3.1 If the Grantee has exclusive use of the Easement Facility then the Grantee is responsible for arranging the repair and maintenance of the Easement Facility on the Easement Area and for the associated costs, so as to keep the Facility in good order and to prevent it from becoming a danger or nuisance.
- 3.2 If the Grantee (or grantees if more than one) and the Grantor share the use of the Easement Facility, each of them is responsible equally for the repair and maintenance of the Easement Facility and for the associated costs set out in 3.1,
- 3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.
- 3.4 The Grantee will repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this Easement.
- 3.5 The Grantor will repair at its cost all damage caused to the Easement Facility through its negligence or improper actions.

4 Rights of entry

- 4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld:
- 4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
- 4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and
- 4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.
- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.

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

6.4 EASEMENT IN FAVOUR OF STONY CREEK STATION

Easement Instrument Dated: Page of pages

- 4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

- 5.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this easement:
- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation;
 - (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may:
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the Grantor's Land;
 - (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation;
 - (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

- 6.1 If a dispute in relation to this easement arises between the Grantor and Grantee:
- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
 - (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

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

6.4 EASEMENT IN FAVOUR OF STONY CREEK STATION

Easement Instrument

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- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

7 Interpretation

7.1 In this Easement, unless the context requires otherwise:

Easement Facility means pipes, pumps, pump sheds, storage tanks, water purifying equipment, other equipment suitable for that purpose (whether above or below ground) and anything in replacement or substitution.

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