

**RANGITĀNE O MANAWATU**  
**and**  
**THE TRUSTEES OF THE RANGITĀNE O MANAWATU SETTLEMENT**  
**TRUST**  
**and**  
**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:**  
**DOCUMENTS**

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## 1 RANGITĀNE O MANAWATU VALUES

### Part Himatangi Bush Scientific Reserve (*as shown on deed plan OTS-182-12*)

#### RANGITĀNE O MANAWATU VALUES

The Himatangi Bush Scientific Reserve is a small part of the Himatangi Block. The closest Rangitāne settlements to Himatangi Bush Scientific Reserve are Puketotara and Te Ahi-aruhe. Te Ahi-aruhe was a kainga situated on the right bank of the Manawatu River a mile below its confluence with the Oroua River. The name means the fire on which fern root was cooked. Puketotara is an area of land between Rangiotu and Himatangi-Bainesse that once belonged to Rangitāne o Manawatu. A reserve of 1,000 acres was set aside at Puektotara when the Rangitikei Manawatu Block was acquired by the Crown. Today only four families still reside on the ancestral land of their forebears; they are the Te Rangī, Tamati Te Panau, Harerakena Te Awe Awe and Hines families.

The main fortified settlement during the nineteenth century in the Himatangi area was known as Puketotara Pa which could accommodate up to 600 warriors and the Pa was often the gathering place for Rangitāne o Manawatu war parties that were on their way to the Rangitikei and Horowhenua areas to do battle. It was also from this Pa and surrounding areas that Maata Momo Te Panau exercised her healing powers.

Traces of the Pa can still be seen in the form of terraces and pits excavated into the side of Puketotara sand ridge which encompasses the Pa area. In the 1840s and 1850s a new settlement was established on the flat land next to the old Pa site. The new settlement included the Church of Te Ahu a Turanga.

Puketotara Pa was one of the Pa sites Donald McLean visited in the 1850s when he was in the Manawatu concerning the purchase of Rangitāne o Manawatu lands on behalf of the Crown. During this time he met with Tutere Tiweta and some sixty other Rangitāne o Manawatu. It was also visited by James Coutts Crawford in 1862 who undertook a geological survey of the Manawatu District on behalf of the Wellington Provincial Council. In 1850 H. Tacy Kemp, who was the Native Secretary to Lieutenant-Governor Eyre in the province of New Munster, did a survey of the Rangitāne o Manawatu population in the Manawatu District. Surveys at the time recorded Puketotara Pa as having 161 people residing within its confines; 109 adults and 52 children. It was also recorded that 400 others were residing in settlements near Puketotara Pa. By the 1890's due to flooding, deforestation and roading, people from Puketotara moved to Rangiotu and other new settlements in the region.

During the mid 1900s Himatangi Block Road was established and efforts were made to stabilise the sand dunes, with both exotic forest and existing native forest. In 1985 the site was transferred from the District Council to the Department of Conservation and the scientific reserve was established.

The reserve is located in an area comprised of a succession of sandhills, grass-covered and structured in an east-west configuration indicating the direction of the winds which formed them in the midst of which there were occasional dense patches of manuka, toetoe and tussock. There were rich areas of soil between sand ridges and swamps fringed with raupo and harakeke. The swampland had been an important site for the collection of eels and birds by Rangitāne o Manawatu.

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**1: RANGITĀNE O MANAWATU VALUES**

Native Land Court evidence refers to the existence of numerous cultivations in the vicinity, a land use which requires fertile and water-drained soil. The once existing dense forest cover, possibly kahikatea and pukatea, was quickly clear-felled by the earliest Pakeha settlers. It was such a dense forest cover which, when cleared for the purpose of establishing small cultivations, would provide the necessary fertile soil and shelter to ensure the growth of Rangitāne o Manawatu crops.

**Significant Sites for Rangitāne o Manawatu**

<b>NAME</b>	<b>DESCRIPTION</b>
Ahiaruhe	Kainga
Puketotara	Pa
Whitirea	Pa

<b>NAME</b>	<b>DESCRIPTION</b>
Puketotara	Papa Kainga
Oriko	Stream
Te Roto Apa	Moana Tuna

As Rangitāne o Manawatu develop their capacity they look forward to the future and the time when they are fully engaged in upholding the principle of kaitiaki over the Himatangi Bush Scientific Reserve.

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**1: RANGITĀNE O MANAWATU VALUES**

**Makurerua Swamp Wildlife Management Reserve (being Makerua Swamp Wildlife Management Reserve)** *(as shown on deed plan OTS-182-13)*

**RANGITĀNE O MANAWATU VALUES**

In the later part of the sixteenth century, two brothers Tawhakahiku and Mangere of Rangitāne descent first entered the Manawatu through the Tararua Ranges coming down into the Manawatu Plains.

After consolidating the position the men sent for their families to come and settle in the Manawatu. A woman called Whakarongotau, who was a cousin of Tawhakahiku, was married to Houhiri, a Ngai Tara Chief. They lived together on the border of the Makurerua Swamp.

Soon afterwards, Hauaerari, a brother of Whakarongotau came to visit his sister at Makurerua. Whilst Hauaerari was visiting his sister, he was taken eeling by his brother in law Houhiri. However a quarrel broke out and Houhiri killed Hauaerari. He placed the body in the hinaki and later when Whakarongotau was preparing the eels she had noticed they had been eating human flesh.

She said nothing to her husband, but alerted her cousins Tauwhakahiku and Mangere who eventually avenged the murder of their cousin and established Rangitāne dominance in the Makurerua area.

Makurerua was an extensive area of swampland stretching from the present settlement of Linton south to Shannon on the east bank of the Manawatu River.

As with other swamps in the Manawatu, Makurerua was an abundant source of numerous foods for Rangitāne o Manawatu: eels, freshwater crayfish, mussels, tui, weka, kereru, kaka, kakapo, matuku-hurepo (Brown bittern) and hinau berries. The well known Maire was also found in this swamp area which was used for weaponry purposes.

The swamp contained a huge expanse of raupo, toetoe and harakeke. The latter became the basis of a commercial flax growing industry which flourished between 1870 and 1930. At the peak of processing, 14,000 acres of flax were grown and harvested in Makurerua Swamp. This area was not part of the Te Ahu a Turanga Block sale and was not allocated to Rangitāne o Manawatu or any other Māori during the Native Land Court Hearing due to its value of being a rich source of flax.

The area was recorded with the spelling Makurerua by JT Stewart in 1858, and in Land Court records between 1872 and 1890. But an alternative spelling, Makererua, was adopted by the Wellington and Manawatu Railway Company Ltd. between 1889 and 1893. After this date, the spelling of the same location was further shortened to Makerua - an inaccurate rendering of the original Rangitāne o Manawatu spelling, which continues to be utilised by municipal and Crown agencies.

**Significant Sites for Rangitāne o Manawatu**

<b>NAME</b>	<b>DESCRIPTION</b>
Makurerua	Occupied Location
Te-Po-O-Whanake	Occupied Location

<b>NAME</b>	<b>DESCRIPTION</b>
Makurerua	Swamp
Taraihi	Burials

As Rangitāne o Manawatu develop their capacity they look forward to the future and the time when they are fully engaged in upholding the principle of kaitiaki over the Makurerua Swamp Wildlife Management Reserve.

## 2 PROTECTION PRINCIPLES

### **Part Himatangi Bush Scientific Reserve** (*as shown on deed plan OTS-182-12*)

#### **Protection principles Rangitāne o Manawatu Whenua Rāhui over Himatangi Bush Scientific Reserve**

The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Rangitāne o Manawatu values related to Himatangi Bush Scientific Reserve:

- a. Protection of indigenous flora and fauna, natural resources and the wider environment within Himatangi Bush Scientific Reserve;
- b. Recognition of the mana and kaitiakitanga of Rangitāne o Manawatu within Himatangi Bush Scientific Reserve;
- c. Recognition of and respect for ngā tikanga o Rangitāne o Manawatu, Rangitāne o Manawatu kawa and its relevance to the protection of Himatangi Bush Scientific Reserve;
- d. Respect for the interests and relationships that Rangitāne o Manawatu have with Himatangi Bush Scientific Reserve;
- e. Encouragement of the respect for the association of Rangitāne o Manawatu with Himatangi Bush Scientific Reserve;
- f. Accurate portrayal of the association, interests and relationships of Rangitāne o Manawatu with Himatangi Bush Scientific Reserve;
- g. Recognition of the relationship of Rangitāne o Manawatu with the wāhi tapu and wāhi whakahirahira;
- h. Recognition of Rangitāne o Manawatu mahinga kai and the provision of cultural resources; and
- i. Recognition of Rangitāne o Manawatu relationship with and the importance to Rangitāne o Manawatu of the ecosystems and life forms within Himatangi Bush Scientific Reserve.

#### **Actions by the Director-general of Conservation in relation to specific principles**

The Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- a. Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires and the public will be provided with information about Rangitāne o Manawatu Values and the Himatangi Bush Scientific Reserve and existence of the whenua rāhui and will be encouraged to recognise and respect Rangitāne o Manawatu association, interests and relationships with Himatangi Bush Scientific Reserve and role as kaitiaki;
- b. Rangitāne o Manawatu association interests and relationships with Himatangi Bush Scientific Reserve will be accurately portrayed in all new Department of Conservation information and educational material related to Himatangi Bush Scientific Reserve;
- c. Rangitāne o Manawatu will be consulted regarding the provision of all new Department of Conservation public information or educational material, regarding Himatangi Bush Scientific Reserve and where appropriate the content will reflect the significant relationship with

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**2: PROTECTION PRINCIPLES**

- Himatangi Bush Scientific Reserve, will accurately reflect Rangitāne o Manawatu cultural and spiritual values and their role as kaitiaki;
- d. the Department of Conservation will only use Rangitāne o Manawatu cultural information with the consent of the Rangitāne o Manawatu;
  - e. department staff will consult Rangitāne o Manawatu over any proposed programme relating to the introduction or removal of indigenous species to and from Himatangi Bush Scientific Reserve;
  - f. the importance of the ecosystems and life forms of Himatangi Bush Scientific Reserve to Rangitāne o Manawatu will be protected by the Department of Conservation through measures to monitor the health of and threats to Himatangi Bush Scientific Reserve, and where necessary take steps to protect the indigenous flora and fauna of the area, and by advocating sound and sustainable environmental planning principles and processes;
  - g. the department will inform Rangitāne o Manawatu of all monitoring plans, activities and processes that are utilised to protect the indigenous flora and fauna to Himatangi Bush Scientific Reserve;
  - h. the Department of Conservation will ensure that their management of Himatangi Bush Scientific Reserve is not detrimental to, and where possible contributes to, the maintenance or enhancement of, the ecological health of Himatangi Bush Scientific Reserve;
  - i. the Department of Conservation will work with Rangitāne o Manawatu on the design and location of new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;
  - j. the public will be informed that the removal of all rubbish and wastes from Himatangi Bush Scientific Reserve is required;
  - k. significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible;
  - l. where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Rangitāne o Manawatu will be consulted and particular regard will be had to their views, including those relating to koiwi (human remains) and archaeological sites;
  - m. any koiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and Rangitāne o Manawatu informed as soon as possible to enable Rangitāne o Manawatu to deal with the koiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and
  - n. the department will foster a collaborative approach to work with Rangitāne o Manawatu in respect to the ongoing management of Himatangi Bush Scientific Reserve in all respects.

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**2: PROTECTION PRINCIPLES**

**Makurerua Swamp Wildlife Management Reserve (being the Makurerua Swamp Wildlife Management Reserve) *(as shown on deed plan OTS-182-13)***

**Protection principles Rangitāne o Manawatu Whenua Rāhui over Makurerua Swamp Wildlife Management Reserve**

The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Rangitāne o Manawatu values related to Makurerua Swamp Wildlife Management Reserve:

- a. Protection of indigenous flora and fauna, natural resources and the wider environment within Makurerua Swamp Wildlife Management Reserve;
- b. Recognition of the mana and kaitiakitanga of Rangitāne o Manawatu within Makurerua Swamp Wildlife Management Reserve;
- c. Recognition of and respect for ngā tikanga o Rangitāne o Manawatu, Rangitāne o Manawatu kawa and its relevance to the protection of Makurerua Swamp Wildlife Management Reserve;
- d. Respect for the interests and relationships that Rangitāne o Manawatu have with Makurerua Swamp Wildlife Management Reserve;
- e. Encouragement of the respect for the association of Rangitāne o Manawatu with Makurerua Swamp Wildlife Management Reserve;
- f. Accurate portrayal of the association, interests and relationships of Rangitāne o Manawatu with Makurerua Swamp Wildlife Management Reserve;
- g. Recognition of the relationship of Rangitāne o Manawatu with the wāhi tapu and wāhi whakahirahira;
- h. Recognition of Rangitāne o Manawatu mahinga kai and the provision of cultural resources; and
- i. Recognition of Rangitāne o Manawatu relationship with and the importance to Rangitāne o Manawatu of the ecosystems and life forms within Makurerua Swamp Wildlife Management Reserve.

**Actions by the Director-general of Conservation in relation to specific principles**

The Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- a. Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires and the public will be provided with information about Rangitāne o Manawatu Values and the Makurerua Swamp Wildlife Management Reserve and existence of the whenua rahui and will be encouraged to recognise and respect Rangitāne o Manawatu association, interests and relationships with Makurerua Swamp Wildlife Management Reserve and role as kaitiaki;
- b. Rangitāne o Manawatu association interests and relationships with Makurerua Swamp Wildlife Management Reserve will be accurately portrayed in all new Department of

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**2: PROTECTION PRINCIPLES**

- Conservation information and educational material related to Makurerua Swamp Wildlife Management Reserve;
- c. Rangitāne o Manawatu will be consulted regarding the provision of all new Department of Conservation public information or educational material, regarding Makurerua Swamp Wildlife Management Reserve and where appropriate the content will reflect the significant relationship with Makurerua Swamp Wildlife Management Reserve, will accurately reflect Rangitāne o Manawatu cultural and spiritual values and their role as kaitiaki;
  - d. the Department of Conservation will only use Rangitāne o Manawatu cultural information with the consent of the Rangitāne o Manawatu;
  - e. department staff will consult Rangitāne o Manawatu over any proposed programme relating to the introduction or removal of indigenous species to and from Makurerua Swamp Wildlife Management Reserve;
  - f. the importance of the ecosystems and life forms of Makurerua Swamp Wildlife Management Reserve to Rangitāne o Manawatu will be protected by the Department of Conservation through measures to monitor the health of and threats to Makurerua Swamp Wildlife Management Reserve, and where necessary take steps to protect the indigenous flora and fauna of the area, and by advocating sound and sustainable environmental planning principles and processes;
  - g. the department will inform Rangitāne o Manawatu of all monitoring plans, activities and processes that are utilised to protect the indigenous flora and fauna to Makurerua Swamp Wildlife Management Reserve;
  - h. the Department of Conservation will ensure that their management of Makurerua Swamp Wildlife Management Reserve is not detrimental to, and where possible contributes to, the maintenance or enhancement of, the ecological health of Makurerua Swamp Wildlife Management Reserve;
  - i. the Department of Conservation will work with Rangitāne o Manawatu on the design and location of new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;
  - j. the public will be informed that the removal of all rubbish and wastes from Makurerua Swamp Wildlife Management Reserve is required;
  - k. significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible;
  - l. where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Rangitāne o Manawatu will be consulted and particular regard will be had to their views, including those relating to koiwi (human remains) and archaeological sites;
  - m. any koiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and Rangitāne o Manawatu informed as soon as possible to enable Rangitāne o Manawatu to deal with the koiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and
  - n. the department will foster a collaborative approach to work with Rangitāne o Manawatu in respect to the ongoing management of Makurerua Swamp Wildlife Management Reserve in all respects.

### 3 STATEMENTS OF ASSOCIATION

The settling group's statements of association are set out below. These are statements of the settling group's particular cultural, spiritual, historical, and traditional association with identified areas.

#### **Pukepuke Lagoon Conservation Area** *(as shown on deed plan OTS-182-14)*

Pukepuke Lagoon is of immense historical, cultural, spiritual and traditional significance to Rangitāne o Manawatu.

Lakes Omanuka, Pukepuke and Kaikokopu provided valuable mahinga kai and an abundance of tuna to Rangitāne o Manawatu in the early times. They are the places where Rangitāne o Manawatu would stop overnight to replenish food stocks and to rest while travelling between Rangitikei and Manawatu. Lakes Omanuka and Kaikokopu remain in Māori ownership however the title of Lake Pukepuke is now vested in the Department of Conservation.

Pa were established on the southern side of the Pukepuke Lagoon. Mahinga kai were also established and still utilised today.

Land Court records pertaining to the Himatangi Block reveal that the area was an important source of eel, fern root, kokapu, koko (tui), kereru and kiekie. Numerous cultivations were situated along the Coast, particularly Himatangi. A variety of native and migrating birds were located in the wetlands, lagoons, lakes and swamps at Himatangi and Pukepuke.

Rangitāne o Manawatu oral histories record a number of battles occurring in the vicinity and over the lagoon.

As Rangitāne o Manawatu develop their capacity they look forward to the future and the time when they are fully engaged in upholding the principle of kaitiaki over Pukepuke Lagoon.

3: STATEMENTS OF ASSOCIATION

**Manawatu Gorge Scenic Reserve** (as shown on deed plan OTS-182-15)

The name Te Apiti was bestowed upon the Manawatu Gorge by Rangitāne o Manawatu as it was recognised as one of the main routes connecting the eastern and western parts of their seven hundred year old rohe. The gorge today remains an important access route from the western side of the Tararua and Ruahine Ranges.

In Rangitāne o Manawatu history, it was Okatia, a spirit which possessed a giant totara tree on the Puketoi Ranges that gouged out the Manawatu Gorge. His travels created the bed of the Manawatu River which later filled with water and now flows from the Puketoi Ranges through to the sea (Okatia Beach or now commonly known as Foxton Beach) on the west coast of New Zealand.

The geomorphology of the Te Apiti area has essentially remained unchanged except for the construction of roads and rail. The presence of the Manawatu Gorge Scenic Reserve has resulted in half of the original vegetation remaining in the area. The Reserve contains some rare endemic plants. The most significant species that existed in Te Apiti during Rangitāne o Manawatu control was the Huia, which were apparently so prolific in the Te Apiti area in the late 1860s that the toll-keeper at the Woodville end of the Gorge sold the culled birds to passing travellers. The bird was extremely highly prized by Rangitāne o Manawatu, but became extinct early in the twentieth century. Ironically the last Huia was seen and heard in Te Apiti.

The stretch of the Manawatu River flowing through Te Apiti was known to Rangitāne o Manawatu as Te Au Rere a te Tonga, *the southern flowing current*. Te Au nui a te Tonga is the name of the waterfall located in the middle of the gorge. Te Ahu a Turanga is also the name of the peak above Te Apiti, on a traditional crossing place used by Rangitāne o Manawatu. This peak is of great significance to Rangitāne o Manawatu as it is the place where Turangaimua, the son of Turi, the Captain of the Aotea waka was killed. The west coast origins of Rangitāne have their source with the Aotea waka which landed at Aotea Harbour, just north of Taranaki. The Aotea waka was captained by Turi, who settled in the Patea District of southern Taranaki and eventually had a son named Turangaimua or more commonly, Turanga. Turangaimua settled in the Manawatu after marrying a Rangitāne o Manawatu woman, Parehuia. At some time after his marriage, Turangaimua journeyed to Tamaki nui a rua and Ahuriri, and joined with Rangitāne o Manawatu in fighting the local iwi. Unfortunately the seemingly defeated Ahuriri iwi were not entirely vanquished and the Turangaimua group were overrun at a saddle on the Ruahine Range, just north of Te Apiti. Turangaimua was killed in the ensuing battle, along with several Rangitāne o Manawatu Chiefs. The slain were heaped in a mound and the wāhi tapu site was named Te Ahu a Turanga, the mound of Turangaimua, at the entrance to the mountain Range. Soon after the battle in which Turanga was slain, his Rangitāne wife, Parehuia, bore him a daughter named Ruahine. Her name was subsequently bestowed on the mountain Range.

Whangai Range was commonly used to describe the range either side of Te Apiti in reference to the taniwha, Whangaimokopuna who visits the area when Rangitāne o Manawatu are present.

Located within the Manawatu River in Te Au Rere a te Tonga, is a red-coloured, tapu rock known as Te Ahu a Turanga which holds the mauri of the River and Rangitāne o Manawatu. The rock rises and falls with the flood waters and is never covered by the waters.

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**3: STATEMENTS OF ASSOCIATION**

**Significant Sites to Rangitāne o Manawatu**

<b>NAME</b>	<b>DESCRIPTION</b>
Parahaki	Kainga
Kauhanga	Occupied location
Motuere	Occupied location
Te Wharau	Occupied location
Kopuanui	Pa
Otangaki	Pa

<b>NAME</b>	<b>DESCRIPTION</b>
Otangaki	Clearing
Te Ahua Turanga	Peak
Te Apiti	Site
Te Au Nui O Tonga	Site
Te Au Rere A Te Tonga	Site

As Rangitāne o Manawatu develop their capacity they look forward to the future and the time when they are fully engaged in upholding the principle of kaitiaki over the Manawatu Gorge Scenic Reserve.

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**3: STATEMENTS OF ASSOCIATION**

**Omarupapako / Round Bush Scenic Reserve** (as shown on deed plan OTS-182-16)

Omarupapako/Round Bush Scenic Reserve is of historical, cultural, spiritual and traditional significance to Rangitāne o Manawatu.

The Reserve is an isolated area of bush, kahikatea (white pine) atop sand dunes about three miles north of the Manawatu River Estuary. Being part of the coastal dune sequence the Reserve was noted on early surveys as an area of bush named Omarupapako. The site was occupied seasonally by Rangitāne o Manawatu for the gathering of kai and other nearby marine resources.

Some mystery shrouds the area today. Some Rangitāne o Manawatu hapu consider the area tapu. This is due to deaths occurring in the vicinity and being associated with the surrounding lakes and the location of the taniwha that Matangi slayed after settling the coastal Te Piropiro area.

The surrounding area was cultivated and used by Rangitāne o Manawatu and another iwi for gathering kiekie and eel. The dune lakes that once existed in the area were also a plentiful supply of eel for Rangitāne o Manawatu and the Kurahaupo iwi, who both recognised Omarupapako as a prominent marker (dune) in the landscape. The area between Omarupapako and Himatangi was known as Te Piropiro.

Omarupapako/Round Bush is the largest and one of the most important dune forest remnants on the lower North Island west coast. It was selectively logged and partially drained in 1918. The Manawatu District Council planted the south-eastern part of the reserve in pine trees, and removal of these was completed in 2000 and restorative planting undertaken. The reserve is fenced, however vegetation damage and wallowing is caused by sambar deer.

The reserve was formally named 'Round Bush Scenic Reserve' by the Department of Lands & Survey in 1964.

**Significant Sites to Rangitāne o Manawatu**

<b>NAME</b>	<b>DESCRIPTION</b>	<b>NAME</b>	<b>DESCRIPTION</b>
Orua Kai Tawa	Occupied location	Haku-purua	Lagoon
Te Humetu	Occupied location	Okemaha	Lagoon
Omaru Pa Paku	Bush/ occupied location	Kai Iwi	Site

As Rangitāne o Manawatu develop their capacity they look forward to the future and the time when they are fully engaged in upholding the principle of kaitiaki over Omarupapako / Round Bush Scenic Reserve.

**3: STATEMENTS OF ASSOCIATION**

**Tawhirihoe Scientific Reserve** *(as shown on deed plan OTS-182-17)*

Tawhirihoe Scientific Reserve and dune-lands is of historical, cultural, spiritual and traditional significance to Rangitāne o Manawatu.

Tawhirihoe was an important site and Nohonga area for people travelling along the coast or linking up with trails following inland to Pukepuke and Puketotara. The Tawhirihoe area has traditionally been a launching area for waka and Rangitāne o Manawatu fishing station. Rangitāne o Manawatu also commonly collected pipi along the coastline. The Tawhirihoe area had a number of large active dunes where traditionally plant and weaving resources such as pingao were collected.

Tawhirihoe and the adjacent coastline is recognised by the Department of Conservation as a unique area for its flora, fauna and landforms. The area is also recognised by Rangitāne o Manawatu for this and the natural resources utilised by the iwi.

The area is one of the last natural coastal (backshore – foredune) environments with a number of rare sedges and flora. This is one of the last places that the endangered native Katipo spider is found. The Katipo spider is an important figure within Rangitāne o Manawatu lore.

Over recent years numerous archaeological sites have been discovered unearthing middens and numerous artefacts providing important insights into the early history and use of the area by Rangitāne o Manawatu.

As Rangitāne o Manawatu develop their capacity they look forward to the future and the time when they are fully engaged in upholding the principle of kaitiaki over the Manawatu coastline including the Tawhirihoe area.

3: STATEMENTS OF ASSOCIATION

**Ruahine Forest Park** (as shown on deed plan OTS-182-18)

*Ko Ruahine me nga Tararua te maunga  
Ko Manawatu te awa  
Ko Kurahaupo te waka  
Ko Rangitāne te iwi*

The Ruahine Range therefore holds great historical, cultural, spiritual and traditional significance to Rangitāne o Manawatu, as it is one of two mountain ranges that identify the iwi of Rangitāne.

The southern Ruahine Range is intrinsically connected and related to the activities of the Pohangina (River and Valley), Te Ahu a Turanga and Wharite as well as the numerous peaks along the Ranges of which the majority are named after Rangitāne o Manawatu ancestors.

Te Ahu a Turanga is a peak north of the Gorge on the Ruahine Range. The west coast origins of Rangitāne have their source with the Aotea waka which landed at Aotea Harbour, just north of Taranaki. The Aotea waka was captained by Turi, who settled in the Patea District of southern Taranaki and eventually had a son named Turangaimua or more commonly, Turanga. Turangaimua settled in the Manawatu after marrying a Rangitāne o Manawatu woman, Parehuia. At some time after his marriage, Turangaimua journeyed to Tamaki Nui a Rua and Ahuriri, and joined with Rangitāne o Manawatu in fighting the local iwi. Unfortunately the seemingly defeated Ahuriri iwi were not entirely vanquished and the Turangaimua group were overrun at a saddle on the Ruahine Range, just north of Te Apati. Turangaimua was killed in the ensuing battle, along with several Rangitāne o Manawatu Chiefs. The slain were heaped in a mound and the wāhi tapu site was named Te Ahu a Turanga, the mound of Turangaimua, at the entrance to the mountain Range. Soon after the battle in which Turanga was slain, his Rangitāne wife, Parehuia, bore him a daughter named Ruahine. Her name was subsequently bestowed on the mountain Range.

Wharite is one of the most prominent peaks in Rangitāne o Manawatu rohe. Wharite was inhabited by Iti a Tohunga from the Ruakawa Pa area below. The Tohunga was banished to the peak due to his small stature and disfigurements however Rangitāne o Manawatu still consulted him for his knowledge related to environmental matters. The peak was named after him becoming Whare-Iti. More recent interpretation also referred to an adjacent area being known for the preparation of titi hence it becoming confused with the name Whare-titi.

Very little was known about the state of the Ruahine Range and its native vegetation. Geomorphically the Ruahine Range has only been altered in defined areas by agricultural practices of the last century. However the lower areas have been damaged from forest removal causing massive land movements.

Many of the native species and resources found in the Pohangina Valley were also found and gathered in the ranges. Traditionally the Hinau, Rata and hebe berries and selected other native trees were collected for food resources. Particular flowers were also gathered from the tussock land/sub-alpine areas in the range and converted into perfumes. Plants such as the Keikei Tangiau were used as rongoa while plants such as the supple jack was used in construction particularly for tuna weir. The extinct highly valued taonga species, the huia was common in the ranges being collected and traded nationally.

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**Significant Sites for Rangitāne o Manawatu**

<b>NAME</b>	<b>DESCRIPTION</b>
Apiti	Occupied location
Apiti Te Anaowiro	Occupied location
Maharahara	Peak
Oruahiore	Peak
Otumore	Peak
Taumatatana	Peak
Te Wharau	Occupied location
Tirahe	Peak

<b>NAME</b>	<b>DESCRIPTION</b>
Tukupari	Peak
Wairarapa	Occupied location
Ahuriri	Track
Te Ahua Turanga	Peak
Te Hekenga	Peak
Wharite	Peak
Whangai	Range

As Rangitāne o Manawatu develop their capacity they look forward to the future and the time when they are fully engaged in upholding the principle of kaitiaki over the Ruahine Forest Park.

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**Tararua Forest Park** (as shown on deed plan OTS-182-19)

*Ko Ruahine me nga Tararua te maunga  
Ko Manawatu te awa  
Ko Kurahaupo te waka  
Ko Rangitāne te iwi*

The Tararua Range holds great historical, cultural, spiritual and traditional significance to Rangitāne o Manawatu, as it is one of two mountain ranges that identify the iwi of Rangitāne.

The Tararua Range was initially created or “fished up” by Maui and carved into its current shape by his brothers. It then became the exposed backbone of the fish of Maui (Te Ika A Maui). For Rangitāne o Manawatu traditions such as this, represent the significant links between the cosmological world and the modern world, which have shaped Rangitāne as an iwi.

The name Tararua was bestowed on the mountain range by the Rangitāne o Manawatu tupuna Whatonga. Whatonga who was a great explorer, travelled to the Manawatu via Waka along the West Coast from the South Island. Following his exploration of the Manawatu, he returned to Heretaunga, to his wife Hotuwaipara, who had bore him a son named Tara. Whatonga named the mountain Range (and twin peaks near Mitre Peak) which dominated the landscape within his rohe, Tararua, after his first born son.

Over time the range developed its own persona and place within Rangitāne o Manawatu cultural and spiritual belief system as a highly significant geomorphological feature in the landscape. The Tararua Range became respected and revered as a significant site and was regarded as a place occupied by past ancestors. These ancestors formed the peaks of the Range and were situated in a position similar to those Rangatira and Kaumatua that sit on the paepae in the front of a Marae. Due to this, parts of the Range were not accessible while other parts were used for spiritual and ritualistic practises.

The name of the Tararua, the tracks located within it, the sources of many rivers which begin there, the great abundant sources of mahinga kai located within it and the various names bestowed on areas within the Tararua, reinforce the tribal identity of Rangitāne o Manawatu and the continuity of Rangitāne o Manawatu through the various generations. They are the living evidence that has shaped Rangitāne o Manawatu as an iwi and bestowed upon them as one of the kaitiaki of the Tararua Range.

The Tararua mountain range contains many tracks which link Rangitāne o Manawatu with Rangitāne whanaunga who live in Tamaki Nui a Rua and Wairarapa. These include the tracks that lead from Raukawa Pa on the eastern bank of the Manawatu River, to the Wairarapa, whilst another lead from the fortified Pa site of Te Motu a Poutoa (now known as ANZAC Park) by way of what is now known as the Pahiatua-Aokautere Road onto Forty Mile Bush, in the Wairarapa. Near Puketotara, which now links the Te Awe Awe roads on the eastern and western sides of the Tararua Range, was the track known as Kaihinau, named after the Chief of Tuwhakatupua Pa. From Wairarapa there was a track that followed the Kahuterawa Stream which Rangitāne o Wairarapa would use to visit Rangitāne o Manawatu at Kairanga.

Located along the Tararua Range, are significant peaks which Rangitāne o Manawatu would light fires to send signals to their whanaunga in times of battle. One significant part of the Tararua Range (currently the Tararua Forest Park) originally referred to as “Tihi-Pakirakira” became established as an area for crossing the Range and gathering resources, signal fires and small settlements were established and the area was then known as Arawaru. On Arawaru and Te Apiti some of the most unique flora in the Manawatu is found.

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Another significant peak which Rangitāne o Manawatu identify with, is Hanga-o-hia-tangata, which means the place that caused surprise to man, as it is from this peak along with Pukematuwai and Mount Lancaster, that are the sources for the Mangahao, Ruamahanga, Waingawa, Waiohine Park, Otaki River and the southern branch of the Ohau River. The Tararua therefore, gives life to the mauri which flows throughout the rohe of Rangitāne o Manawatu, and provided the link between the cosmological spiritual world and the tupuna of Rangitāne o Manawatu. Another significant peak is Ngāwhakaraua Peak, which is a transliteration of the Rangitāne Pa, Ngāwhakaraua situated near the Manawatu River at Opiki. Mairehau peak is named after the Rangitāne hapu Ngāti Mairehau.

The Tararua Ranges not only provided a transport route for Rangitāne o Manawatu and a means of communication in times of battle, it also contained an abundant source of mahinga kai and shelter for Rangitāne o Manawatu. These included a considerable number of bird species, such as kiwi, kokako, weka, kereru, kaka, hokio, kotuku and huia. Kiwi, kotuku and huia, were a taonga species for Rangitāne o Manawatu, so they were never hunted for food and their feathers were used to make korowai.

The legendary “hokio” were also found in the Range. So too it is believed the kotuku was a distinguished, kaitiaki like visitor to wāhi tapu lakes in the Range such as Hapuakorari.

The dense forest which contained the likes of totara, kahikatea and miro provided many berries which were also a valued mahinga kai. These included the hinau, miro and karaka berries, the mouku fern and pitau whilst the many rivers and streams provided tuna, waikoura, waikakahi and other freshwater species.

The Tararua Range also provided many plants that Rangitāne o Manawatu used for Rongoa purposes and the location of these plant sites of which few remain, stay within the traditional history of Rangitāne o Manawatu.

The waters that flow from the Tararua are sacred and provide the mauri that flow through the Manawatu. The tapu associated with the Tararua is a critical dimension of Rangitāne tribal value and it is the source of the power over life and death, which the Tararua Range possesses.

**Significant Sites for Rangitāne o Manawatu**

NAME	DESCRIPTION	NAME	DESCRIPTION
Tuapaka	Kainga	Tararua	Track
Kahihu	Peak	Te Horo	Clearing
Kauhanga	Occupied location	Hanga O Hia Tangata	Peak
Mārīma	Peak	Mairehau	Peak
Ramiha	Peak	Ngāwhakaraua	Peak
Ruamakowhio	Occupied location	Pukematawai	Peak
Tarakamuku	Peak	Tihi-Pakirakira(Arawaru)	Peak
Taramea	Peak	Mangahao	Stream
Te Mata	Peak	Arawaru	Signal fires
Tirohanga	Peak	Aokautere	Site
Kairanga	Track	Te Au Rere A Te Tonga	Site
Pahiatua	Track		

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As Rangitāne o Manawatu develop their capacity they look forward to the future and the time when they are fully engaged in upholding the principle of kaitiaki over the Tararua Range.

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**Manawatu River and tributaries** (as shown on deed plan OTS-182-20)

The Manawatu River is of immense historical, cultural, spiritual and traditional significance to Rangitāne o Manawatu. The Manawatu River was the main route for travel and communication for Rangitāne o Manawatu with settlements along the margins of the river.

Rangitāne o Manawatu has a rich belief system and structure that has developed over hundreds of years of occupation. The belief system developed a number of spiritual and ritualistic practices that occur at different times and locations along the Manawatu River. A large number of these practices have disappeared due to the introduction of European culture and Christianity.

The Manawatu River was created through the spirit of Okatia, who gave life to a totara growing on the slopes of the Puketoi Range in the Hawkes Bay. The totara made its way to the mountain ranges of the Ruahine and Tararua, and as it forced its way through the ranges, it created the Manawatu Gorge and the Manawatu River as it made its way out to sea. For Rangitāne o Manawatu traditions such as this, represent the significant links between the cosmological world and the modern world, which have shaped Rangitāne o Manawatu.

The name Manawatu was bestowed on the River by the Rangitāne Tohunga Haunui a Nanaia, over six hundred years ago. Whilst searching for his wife, Waireka, Hau travelled down the West Coast of the North Island crossing and naming many waterways. When he reached a turbulent flowing river which caused his heart to sink as he thought he may not be able to cross it and continue his search, he called the River Manawatu.

The spiritual connection that Rangitāne o Manawatu have with the River is evidenced by the building of churches along the River such as the Church Turongo Hiha. It was here that an aged Rangitāne Chief related to the assembled people that he had had a momentous dream the previous night. He dreamed that he was standing at the foot of two great totara trees somewhere on the bank of the Manawatu River and that these trees were talking to each other. The first tree said, "Do you know who I am?" "No," was the reply. "I am whangarae (the god of the forehead)," said the first. "Oh. Do you know who I am?" asked the second. "I am whangaihu (the god of the nose)." And they both chanted an incantation. Hiha remembered this karakia and recited it to the assembly. So, on an appointed day, three large canoes made their way up the River to search for the trees. They finally discovered them at a place called Kairanga, near where the Linton Army Camp now stands. The trees were felled and floated down the River to Moutoa where they were pit-sawn into timber. The timber produced by these two great totara was sufficient not only to build the Church but also the furnishings, including a beautifully carved altar. The church was subsequently bestowed with the name Turongo.

Located within the Manawatu River, are many taonga of significance to Rangitāne o Manawatu. There is Te Au-rere-a-te-Tonga, the flowing current of the south, Te Au-nui-a-Tonga, the waterfall located in the gorge, as is the tapu rock Te Ahu a Turanga, which remains visible even in the highest of floods.

There were many Rangitāne o Manawatu kaitiaki guardians of the River. These included Peketahi who lived at Puketotara, and Whangaimokopuna who lived near Hotuiti, also known as Motuiti until he was banished and now lives up in the hills at Raekatia. Whenever Rangitāne people from the lower reaches of the River visit that area, a mist descends which is Whangaimokopuna weeping for his old friends.

Rangitāne o Manawatu practised a number of rituals along the Manawatu River where its resources were utilised. These sites later developed into tapu or wāhi tapu sites. Most if not all of

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these sites have now been lost (in private or local government ownership) or destroyed due to engineering works.

The Manawatu River and its large number of waterways provided the main highway for Rangitāne o Manawatu and as well as being a mahinga kai in its own right, it fed into the land based mahinga kai. Along the Manawatu River, were located numerous Rangitāne o Manawatu Pa, which have now become one with the River and their locations and the myriad of trails used by Rangitāne o Manawatu, remain an integral part of our traditional history. The traditional mobile lifestyle of Rangitāne o Manawatu, led to their dependence on the Manawatu River and its resources.

Because of the long history of the Manawatu River in providing the highway and mahinga kai to Rangitāne o Manawatu, both on a temporary and permanent basis, there are numerous urupa, wāhi tapu and wāhi taonga associated with the River and Rangitāne o Manawatu. These associations hold the memories, traditions, victories and wairua of Rangitāne o Manawatu tupuna, and many locations therefore, remain unknown to the wider public.

The most significant quality that flows through the Manawatu River is its mauri which binds all the physical, traditional and spiritual elements of all things together, generating, nurturing and upholding all life. That mauri is the most crucial element that binds Rangitāne o Manawatu with the Manawatu River, and that relationship has consisted for over seven hundred years of unbroken occupation.

The interconnected waterways of the Manawatu form a dendritic pattern across the landscape. The mauri supplied from the mountains and areas in the gorge is transported along these waterways to nourish and feed the land and everything living on the land. The Manawatu River for Rangitāne o Manawatu is seen as the main artery in this network containing the strongest and greatest amount of mauri. If any activity that disrupts the flow of the waterway or pollutes the watercourse it is seen as having a negative impact on the mauri which then in turn has a direct negative impact on Rangitāne o Manawatu land and people.

Rangitāne o Manawatu occupation of the Manawatu River continues today after several hundred years. To secure the natural resources needed to sustain Rangitāne o Manawatu and protect the people from neighbouring iwi, Rangitāne o Manawatu developed a number of Pa in strategic locations. These Pa were situated near their most valuable natural resources as well as in strategic positions, particularly along the Manawatu River.

Rangitāne o Manawatu occupied a large area of the Manawatu and developed into a number of whanau based hapu that were responsible for certain geographical areas and natural resources along the Manawatu River. Each hapu interacted with the river and the river flowed through each hapu rohe. These are outlined:

#### ***Ngāti Mairehau (Also known as Ngāi Tuahuriri)***

Occupied the east bank of the Manawatu River around Turitea to Tokomaru and over the Tararua Ranges to Pahiatua. More specifically along the northwest bank between Ngāwhakarua and Awapuni.

#### ***Ngāti Hineaute***

Occupied the land along the Manawatu River from Te Apiti to the northern boundary of Palmerston North City.

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#### ***Ngāti Rangitepaia (Also known as Ngāti Rangī)***

Were based on land from the southern boundary of the city to the confluence of the Oroua and Manawatu Rivers.

#### ***Ngāti Rangiaranaki***

Shared the riverbank of the Manawatu River from Te Apiti to Palmerston North with Ngāti Hineaute.

#### ***Ngāti Taurira***

A shared Rangitāne – Ngāti Apa hapu located around the Oroua River above Mangawhata extending to the Rangitikei River and coastal area.

#### ***Ngāti Te Kapuarangi***

Occupied the upper Manawatu catchment and Pohangina area.

The Manawatu River, its geomorphology and human geography can be divided into distinct reaches. Each reach, having a unique environment, meant Rangitāne o Manawatu interacted with that environment accordingly.

#### **Te Apiti (“The Gorge”)**

This part of the River was recognised for its spiritual connections and significance. As identified the Gorge was carved by a great spirit Okatia cutting its way through the active rising mountain range, the backbone of Te Ika A Maui, allowing the waters to flow from east to west. This active mountain range is a source of mauri for Rangitāne o Manawatu hence the mauri is then transported by the waters of the River to the rest of the rohe. The majority of the sites of significance in this stretch of the River are related to the identification and preservation of mauri in the River.

#### **Otangaki – Papaeioa (Palmerston North) – Puketotara**

Geographically this stretch consisting of a steep, gravelly bed with defined flood plain contained a number of strongholds and Pa. These Pa were used in times of attack as well as to prepare warriors for battle. These Pa also controlled the entrance to the Gorge as well as various crossings over the Ranges.

This stretch of what used to be clear clean water was also used seasonally to gather resources and foods from various locations in the Ranges as well as along the River and used in ritual practises at the related Pa.

Puketotara was the largest Pa in the area and the central point of the Rangitāne rohe. This site was home to all Rangitāne and numerous events occurred there that determined the future of Rangitāne o Manawatu.

#### **Puketotara – Te Papa Ngaio (Shannon/Opiki/Foxton)**

This stretch of the River was the most intensively populated and utilised section of the River for Rangitāne o Manawatu. In this area were numerous Rangitāne o Manawatu papakainga and kainga as well as large areas of cultivations. This part of the Manawatu River was a highway for a large amount of traffic for travel, communication and to access the rich supply of resources

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contained with the lowland forests and swamps. Associated with the intense population were also numerous sites of ritualistic practice and worship.

Ngāwhakaraua was a large Pa situated on a great horseshoe bend of the Manawatu River, slightly upriver and east of the river's confluence with the Oroua River, and one mile south of the Opiki toll bridge. The pa was occupied by Rangitāne o Manawatu and covered 86 acres of land. The principal buildings were, Te Ahu A Turanga Church, moved from Puketotara c.1879 and destroyed by fire c.1907, although replaced with a smaller building and a wooden whare runanga, 'Kotahitanga.' Kotahitanga represented the kaupapa of unity. Ngāwhakaraua was in use as a mahinga kai for some time before the establishment of a Pa in the locality, which indicates there were sufficient food resources on the surrounding land to sustain a resident population.

**Te Papa Ngaio – Okatia Beach (Opiki to Foxton Beach)**

The coastal area of the Manawatu River was extremely important to Rangitāne o Manawatu. Not only was this area a rich source of kai moana and other natural resources but Rangitāne o Manawatu were also able to participate in trade with other iwi and groups travelling along the coastline. One of the greatest resources in this area was the Tapuiwaru swamp (now referred to as the Moutoa floodway). It was also a very important area as it was the main access point to the Manawatu River and to the East Coast of the North Island.

**Rangitāne o Manawatu - Significant Sites**

Along the Manawatu River in the Rangitāne o Manawatu rohe there are 185 recorded sites of significance. The majority of these sites of settlement and occupation and would have had permanent structures associated with them.

Approximately ten of these sites were substantial cultivations or eel weirs that were recorded in historical accounts.

A number of mahinga kai, traditional food gathering areas, and nohoanga, areas of seasonal settlement were located along the River. However a number of these have been destroyed and lost due to engineering works and the moving of the watercourse of the River as the result of engineering works. Over the last one hundred years with constant land use change Rangitāne o Manawatu cultural landscape and its traditional use has been destroyed and lost.

**Significant Sites Associated with the Manawatu River**

NAME	DESCRIPTION	NAME	DESCRIPTION
Ahiaruhe	Kainga	Kari Kari	Occupied location
Ahimate	Pa	Kari kari	Site river
Ake Ake	Kainga	Kimi-Mai-I-Tawhiti	Kainga
Animate (Ahimate)	Kainga	Kopuanui	Pa
Aramari	Kainga	Kopu-Toroa	Kainga
Aratangata	Stream	Kopu-Toroa	Stream
Atiki	Kainga	Koterara	Kainga
Awatapu	Lagoon	Kotoura	Kainga
Haumahangi	Occupied location	Koturua	Occupied location
Haumiaroa	Kainga	Koutu Roa	Pa
Heiomarama	Occupied location	Kupenga	Kainga
Hekinui	Occupied location	Kuti Kuti	Occupied location
Hikaretu	Kainga	Kutikuti-Rau	Kainga
Hokonui	Occupied location	Mahoe	Kainga

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<b>NAME</b>	<b>DESCRIPTION</b>
Hokorawa	Kainga
Hokowhitu	Kainga
Hokowhitu	Ceremonial site
Hokowhitu	Reserve
Hotaneiti	Cultivation
Iwi Te Kai	Reserve
Iwihi	Papa kainga
Kahikatea	Kainga
Kahutara	Papa kainga
Kaimuapi	Occupied location
Kaingapipa	Kainga
Kai-Wahie	Kainga
Karamuremu	Kainga
Karanga Hiku	Kainga
Karatangiatu	Kainga
Karere	Kainga
Karere	Urupa
Karere	Lagoon
One-Poto	Kainga
Opaekete	Kainga
Opiki	Kainga
Oriko	Stream
Orua-rongo	Kainga
Otane	Kainga
Otangaki	Pa
Otangaki	Clearing
Otatara	Kainga
O-Tawhiti	Kainga
Otekura	Stream
Otini	Kainga
Pahiaroa	Kainga
Paiaka	Kainga
Pane-Iri	Pa
Papa Kino	Occupied location
Parahaki	Kainga
Paretao	Kainga
Pari-Kawau	Kainga
Pikau-Tahi	Pa
Pohue-Tangi	Kainga
Pokapoka	Kainga
Puka Puka	Occupied location
Tau Waka	Waka mooring
Taumata-O-Te-Poki	Site
Tauponga	Kainga
Tawa	Kainga
Te Ahitara	Pa
Te Aotahuna	Kainga
Te Apiti	Site
Te Apu	Kainga
Te Au Nui O Tonga	Site

<b>NAME</b>	<b>DESCRIPTION</b>
Mako Makonui	Kainga
Manawa Kai Hiekie	Kainga
Manawatu	River
Mangaone	Kainga
Manuwaru	Bush
Marae Tarata	Pa
Mararatapa	Pa
Marotira	Church
Mata Karapa	Pa
Mata-Ara	Kainga
Mikihi	Stream
Moengareha	Kainga
Mokomoko	Papa Kainga
Morotira	Kainga
Motua	Occupied location
Motuere	Occupied location
Moutoa	Post office location
Nga Totara	Fossil forest
Nga Wakahiamoe	Waka mooring
Nga Whakaraua	Pa
Ngataiwatea	Kainga
O-Hine-Kake-Ao	Area
Ohineninipeka	Ara Kiore
Okatia	Beach
Okehu	Kainga
Pukemahau	Kainga
Puketotara	Pa
Puketotara	Papa Kainga
Puru-rarauha	Kainga
Rameke	Whare
Rangi Po	Cultivation
Rongo-Karaka	Urupa
Roto Ngarara	Lagoon
Rotopiko	Lagoon
Ruahine	Range
Rua-Poho	Kainga
Ta Horo	Clearing
Tahitiki	Kainga
Tahumataroa	Kainga
Tai I Mate	Pa
Tai I Tahi	Kainga
Taioka	Kainga
Taita	Pa
Taita	Lagoon
Takupu	Kainga
Taringa Kurahaupo	Occupied location
Te Awa Kararoa	Occupied location
Te Awahou	Kainga
Te Awahou	Kainga
Te Awahou	Kainga

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<b>NAME</b>	<b>DESCRIPTION</b>
Te Au Rere A Te Tonga	Site
Te Kairanga	Kainga
Te Kairanga	Pa
Te Kairanga	Papa kainga
Te Kapa-A-Haka	Kainga
Te Karaka	Kainga
Te Karaka	Occupied Location
Te Karaka	Cultivation
Te Karekare	Pa
Te Karihari	Papa Kainga
Te Kuri Kautete	Kainga
Te Kuripaka	Pa
Te Maire	Kainga
Te Maire	Lagoon
Te Matai	Pa
Te Motu a Poutoa	Pa
Te Ngaioroa	Kainga
Te Oranga-Tuturu	Kainga
Te Paiaka Kainga	Kainga
Te Papa Ngaio	Pa
Te Pehu	Site river
Te Raka	Site
Te Rerenga-o-hau	Kainga
Te Rewarewa	Area
Te Waka Puni	Waka mooring
Te Weka	Clearing
Te Weki	Clearing
Te Wharangi	Pa
Wharaoere	Occupied location

<b>NAME</b>	<b>DESCRIPTION</b>
Te Awahuri	Kainga
Te Horo	Clearing
Te Kahihoe	Occupied location
Te Wi	Papa Kainga
Tiakitahuna	Pa
Tika Na Roa	Site River
Whirokino	Kainga
Tikitiki	Kainga
Titiuha	Kainga
Toita	Occupied location
Tokitoki	Kainga
Tokomaru	Kainga
Tuapaka	Kainga
Tuapu	Occupied location
Turitea	Pa
Tutunanui Kainga	Kainga
Tuturima	Kainga
Upoko-poutu	Kainga
Waitamata	Kainga
Waiteikai	Occupied location
Whakapohepohe	Occupied location
Whakaripa	Kainga
Whakatanguru	Kainga
Whakatero	Kainga
Whakatero	Kainga
Whakatutu	Kainga
Whakawaewae	Mound
Whakawehi	Kainga

As Rangitāne o Manawatu develop their capacity they look forward to the future and the time when they are fully engaged in upholding the principle of kaitiaki over the Manawatu River.

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**Rangitikei River** (as shown on deed plan OTS-182-21)

The Rangitikei River is of historical, cultural, spiritual and traditional significance to Rangitāne o Manawatu. The Rangitikei River is significant as marker of the boundary of the rohe. The north western boundary of Rangitāne o Manawatu rohe stretches to the south bank of the Rangitikei River and separates Ohakea/Tangimoana (including the Tangimoana Forest) from Bulls. The rohe boundary continues up the Rangitikei River where numerous historical sites existed. The River like the majority along the coast was named by *Haunui a Nanaia*. Rangitikei has been literally translated to be the day of the long stride however it refers to the good progress that was made by Haunui during his day of travels before he encountered the River.

The Rangitikei River and the district's waterways were a vital means of gaining access to settlement, cultivation and mahinga kai sites within the rohe of Rangitāne o Manawatu. During the arrival of Europeans the Māori were noted in the Rangitikei area for travelling up and down the River by waka staying at Pa sites along the way. It is not coincidental, then, that almost all Rangitāne o Manawatu Pa and cultivations were situated immediately adjacent to, or within sight of, prominent and navigable waterways. The soil was fertile in such localities, transport to mahinga kai and other settlements was significantly aided by River access and rapid communication between Pa was possible. Early European surveys record large populations at settlements along the River e.g. Te Awahoe, Mangamahoe, Maramaihoa, Ohinepuhiawe, Matahiwi and Poutu.

Traditionally the Rangitikei River provided an essential means of communication and trade. It is significant as it provided access to the central North Island which was important for trade. During the migration of foreign iwi the River provided an easy method to gather and mobilise warriors from surrounding areas.

Parewanui is one of the main Pa of the area on the Rangitikei River. The Pa site was where the Rangitikei Manawatu Block was acquired by the Crown in 1866. Descendants of Ngāti Taurira or Rangitaurira, as they were also known, and who were comprised of Rangitāne o Manawatu and another iwi rest at the Parewanui Urupa next to Wheriko Church. It was here at Parewanui the famous prophetess, Mererikiriki (II) formed the Maramatanga movement and provided the people with her spiritual healing powers and visions. She was described as a Tohunga O Te Wairua Tapu, and Parewanui the Holy Ghost Mission.

Mererikiriki was the grand-daughter of Rangitāne o Manawatu Chief Tame Te Panau and Maata Momo (who was a renowned spiritual healer in the Rangitikei Manawatu during the early 1800s). When Christianity arrived in the area, the Church of England linked three churches to preach the gospel. Wheriko at Parewanui, one at Turakina, and the third, Rangimarie at Rangiotu.

At Parewanui in 1850, Te Hirwanui Kaimokopuna and other Rangitāne o Manawatu Rangatira also meet with Crown representatives to first discuss the purchase of the land in the Manawatu.

There are a number of native trails or tracks between the settlements and the Rangitikei and Manawatu Rivers. Along the River were numerous cultivated areas of Kowhai and Karaka that attracted a multitude of numerous native bird species. Along the course of the River the native forest comprised totara, tawa, titoki and a few kahikatea. The River was plentiful in native freshwater species of eel, crustaceans, and shellfish and notably ducks. While at the river mouth numerous shark and kahawai were caught. The River was previously more sinuous and defined to a single channel.

Eels were caught in streams and lagoons, cultivations were established and birds were snared. Even if sufficient food supply could not be gained within the Rangitikei area during certain seasons it was not unusual for hunters to travel long distances to favoured snaring places.

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**Significant Sites for Rangitāne o Manawatu**

<b>NAME</b>	<b>DESCRIPTION</b>
Oruawaikaha	Kainga
Ruaputauaki	Kainga
Taungatara	Kainga
Waikonehu	Kainga
Watotara	Kainga
Arowhenua	Occupied location
Hauhau	Occupied location
Hikunga ana	Occupied location
Hou Hou Te Umuhaunui	Occupied location
Kaiparuhi/Otupori	Occupied location
Kakariki Ohuarere	Occupied location
Kohaioko	Occupied location
Makopiro	Occupied location
Mingiroa	Occupied location
Moengaitanga	Occupied location
Omanokotatara	Occupied location
Onaireretumutu	Occupied location
Orangipongo	Occupied location
Orepi Te Mahoe	Occupied location
Otauirā	Occupied location
Pakapakatea	Occupied location
Papahauiti	Occupied location
Parakia	Occupied location
Parikokakoa	Occupied location
Parororangi	Occupied location
Pirunui	Occupied location
Pokaka	Occupied location
Puto Riro	Occupied location
Rauanga	Occupied location
Rotokakahi	Occupied location
Tapui Te Uru Karere	Occupied location
Tawahuruhuru	Occupied location
Te Ara Te Waka Orangipango	Occupied location
Te Mai	Occupied location

<b>NAME</b>	<b>DESCRIPTION</b>
Te Reu Reu	Occupied location
Te Rewa	Occupied location
Te Rimu	Occupied location
Te Ripo	Occupied location
Te Tauhai	Occupied location
Te Waipohatu	Occupied location
Tuporoporo Onga Onga	Occupied location
Waikokowai	Occupied location
Weiwero	Occupied location
Kakariki	Pa
Mangamahoe	Pa
Maramahoeata	Pa
Matahini	Pa
Matangirei	Pa
Ohinepuhiawe	Pa
Onepuhi	Pa
Otakou	Pa
Parewanui	Pa
Poutu	Pa
Tawhirihoe	Pa
Te Ara O Taku Maitu:	Pa
Te Hakeke	Pa
Te Iritau	Pa
Waitatapia	Pa
Te Arataumaihi	Papa Kainga
Tawaroa	Bush
Te Ruahine	Dune
Te Pakai	Peak
Awamate	Lagoon
Rangitikei	River
Tangimoana	Beach
Maramahoeata	Urupa
Te Pou Te Makariu	Occupied location
Te Pohui	Occupied location

As Rangitāne o Manawatu develop their capacity they look forward to the future and the time when they are fully engaged in upholding the principle of kaitiaki over the Rangitikei River.

3: STATEMENTS OF ASSOCIATION

**Pohangina River** (as shown on deed plan OTS-182-22)

The Pohangina River is of historical, cultural, spiritual and traditional significance to Rangitāne o Manawatu. The Pohangina River has its source in the western foothills of the Ruahine Range, Te Ana O Whiro, and flows close to the Range until it merges with the Manawatu River at the western end of Te Apiti.

Through Rangitāne o Manawatu traditions such as waiata, korero and whakairo the area and River means 'ulcerated night', 'Po' meaning night and 'hanga' meaning ulcerated. This suggests that the valley had been a place where bloodshed had occurred between Rangitāne o Manawatu and their enemies. Thus this was a place of darkness and there was a degree of fear attached to the area because of bloodshed. The second level of meaning was the very ulcerated or dissected nature of the landscape itself, lots of little streams with valleys cutting down in to the area. It is a very dark area that tends to get a lot of cloud. It has its own micro-climate, being close to the foothills of the Ruahine Range thus the very climate itself gives a separate identity to the area. The area was respected and was considered a tapu area to visit. Some oral traditions indicate the areas in the valley were only visited in certain times of the year with tohunga to collect treasured natural resources and Rongoa.

In the Pohangina Valley, totara intermingled with matai along the well-drained riverbanks, and small areas of black beech were present across the valley floor. Amongst journeys to snare birds, catch fish and gather berries, Rangitāne o Manawatu from the lower reaches of the Manawatu River came into the Pohangina Valley in order to fell totara, which were floated downriver and hulled to create waka.

This district during the pre-Pakeha period was an abundant source of food, bore a bountiful variety of vegetation, bird and freshwater species, and in addition was a geographically diverse landscape closely aligned both in terms of origin and location.

According to Rangitāne o Manawatu the Pohangina and Oroua valleys were as heavily settled as the lower Manawatu and rich with a variety of resources. Prior to the 1900's very few Europeans ventured into this area yet Pohangina Valley settlers of 1891 noted,

*"Māori up here in considerable numbers just now, engaged in the interesting pursuits of pig-hunting and eel-catching, and when they are not eating or sleeping, they fill in time in collecting fungus."*

William Colenso, a Missionary for the Church Missionary Society, crossed the Ruahine Range from east to west at Te Ana O Wiro, in the company of two guides from the Pohangina Valley in 1848 making note of Rangitāne o Manawatu settlement in the valley. During their journey through the Valley they discovered a very small kainga, either Te Hirau or Te Hara in which seven adults and two children were resident. J.T. Stewarts survey plan of the Manawatu (1867) identifies numerous Rangitāne o Manawatu settlements along the Pohangina River specifically the Kiekietengaio settlement, Tikorangi, Anapatiki, Ahimaramara and the Manga ti paka stream near the existing Pohangina township and Pohangina Reserve, and Toutaurangi near Totara Reserve.

There is ample historical evidence of battles involving Rangitāne o Manawatu occurring in the Pohangina Valley. The site is significant as the site of many battles between Rangitāne o Manawatu and neighbouring iwi. While Rangitāne o Manawatu defeated neighbouring iwi in the valley many Rangitāne o Manawatu were killed in the process resulting in the area being revered by future generations. The tapu status of the Pohangina Valley appears to have endured, at least for some time, after Pakeha settlement of the area. A battle occurred between Rangitāne o Manawatu and a neighbouring iwi who crossed the Ruahine Range via Te Ahu a Turanga and

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entered the Pohangina Valley just north of the present Otangaki. The battle was known as “Te Wai Whakatane o Ngāti Kahungunu.”

**Sites of Significance for Rangitāne o Manawatu**

<b>NAME</b>	<b>DESCRIPTION</b>
Apiti Te Anaowiro	Occupied location
Kahie	Occupied location
Kau Kuaroro	Occupied location
Kie Kie Tangio	Occupied location
Nga Tamahine	Occupied location
Parimanakau	Occupied location
Rapuruhe	Occupied location
Rarokaikatea	Occupied location
Rua Rimu	Occupied location
Rua Roa	Occupied location
Te Hara	Occupied location
Te Hirau	Occupied location

<b>NAME</b>	<b>DESCRIPTION</b>
Te Mai	Occupied location
Te Ngarara	Occupied location
Te Pihu	Occupied location
Te Ponga	Occupied location
Te Wharau	Occupied location
Tikorangi	Occupied location
Toutaurangi	Occupied location
Wairarapa	Occupied location
Waniepiwai	Occupied location
Kopuanui	Pa
Ahuriri	Track
Pohangina	Area

As Rangitāne o Manawatu develop their capacity they look forward to the future and the time when they are fully engaged in upholding the principle of kaitiaki over the Pohangina River.

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**Oroua River** (as shown on deed plan OTS-182-23)

The Oroua River is of historical, cultural, spiritual and traditional significance to Rangitāne o Manawatu. The histories and traditions of Rangitāne o Manawatu such as waiata, korero and whakairo outline the connections Rangitāne o Manawatu have with the Oroua River. These histories link Rangitāne o Manawatu in this area to past generations and with the natural world such as Ranginui and Papatuanuku.

The Oroua River flows through the centre of Rangitāne o Manawatu rohe with its source originating from the Ruahine Range. One of the most significant qualities is the mauri that flows from the central Ruahine Range through the rohe connecting the Range to the wetlands and sand country and finally to the Manawatu River.

The River provided essential travel and communication from the lower (Opiki Area) Manawatu River through the bountiful Taonui Swamps to the upper rohe. The River was heavily populated in these areas such as Mangawhata, Tu Putaangi, Nga Whakaatu and Te Awahuri. The River was also a mahinga kai in its own right.

Most settlements in this area had associated urupa.

The Oroua River flowed through a variety of environments almost covering a sample of landscape found within the rohe. Forest cover of matai, rimu, miro and tawa grew from amongst the scrub throughout its course with areas of forests dominated by kahikatea with pukatea around wetlands and more sluggish streams. In some isolated locations totara predominated.

Large areas of the lower water course were covered with flax. This fertile land also contained some of the richest food supplies in the Manawatu Region, with the most desired item being tuna which could be caught in huge quantities from the waters of the swamps adjacent to the riverbanks and streams.

**Sites of Significance to Rangitāne o Manawatu**

NAME	DESCRIPTION
Te Rangimarie	Church/Marae
Kohanga	Kainga
Okehu	Kainga
Te Hoiere	Kainga
Te Kopane	Kainga
Te Mauhau	Kainga
Te Putanga	Kainga
Te Rua Puha	Kainga
Apiti	Occupied location
Hokorua	Occupied location
Komata	Occupied location
Parimunakau	Occupied location
Pariroa	Occupied location
Pariwharariki	Occupied location
Pate	Occupied location

NAME	DESCRIPTION
Te Whanua Upainga	Occupied location
Tiroriki	Occupied location
Ture Onga	Occupied location
Whakaito	Occupied location
Mangawhata	Pa
Puketotara	Pa/Urupa
Rata	Pa/Urupa
Whitirea	Pa
Te Pukakura	Swamp
Te Roto Nui A Hau	Swamp
Te Roto Apa	Moana tuna
Hikatoto	Urupa
Whitirea	Urupa
More ehu	Urupa
Rangiotu	Papa Kainga/village

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<b>NAME</b>	<b>DESCRIPTION</b>
Te Kai Rakau	Occupied location
Te Kirihapuki	Occupied location

<b>NAME</b>	<b>DESCRIPTION</b>
Te Rua Te Eka	Occupied location
Te Waita	Occupied location

As Rangitāne o Manawatu develop their capacity they look forward to the future and the time when they are fully engaged in upholding the principle of kaitiaki over the Oroua River.

**3: STATEMENTS OF ASSOCIATION**

**Mangahao River** (*as shown on deed plan OTS-182-24*)

The Mangahao River is significant to Rangitāne o Manawatu both as a natural and spiritual resource. The Mangahao River flows from the central areas, Hanga o hia tangata, in the Tararua Ranges, along the Ranges, past a number of significant peaks such as Mairehau and Ngāwhakaraua connecting many of the rivers that then flow to the west and the east. The Mangahao River valley also provided an important access and route through the Tararua Ranges to the central areas for spiritual purposes and to gather natural resources. European explorations of the Ranges during the 1900's have also uncovered a number of artefacts in the vicinity of this area.

One of the most significant features of the river is the direct connection through the Ranges connecting many streams to carry Mauri from the ranges to the lowland areas below. However, the Mangahao River has been heavily altered and dammed during European settlement for industrial and power generation purposes.

The Mangahao and its distributaries (Tokomaru River and Mangaore Stream) were highly regarded sources of wai and kai and access ways into the Tararua Ranges.

The Mangahao River has been over time referred to as Moawhanga/Moawanga and Mongohao/Mangahao. The former names refer to the booming sound the river made through its course and to the area being a source of Moa that were hunted in the area. Rangitāne (North Island) also refer to the Mangahao as being a source of (pure) water where the, now extinct, native freshwater fish (grayling) Upokororo was found in large numbers and gathered.

As Rangitāne o Manawatu develop their capacity they look forward to the future and the time when they are fully engaged in upholding the principle of kaitiaki over the Mangahao River.

3: STATEMENTS OF ASSOCIATION

**Coastal Area** (as shown on deed plan OTS-182-25)

The coastline within Rangitāne o Manawatu rohe between the Manawatu and Rangitikei Rivers is of historical, cultural, spiritual and traditional significance to Rangitāne o Manawatu.

The Manawatu Coast has been an integral part of Rangitāne o Manawatu culture, history and existence with those connections being unbroken for over 700 years. These connections to the Manawatu Coast and coastal sand dune country have been recorded in waiata, korero and whaikaro. The coastline or area that was traditionally referred to as Okatia the spirit that created the Manawatu River resides on the coast. The Holocene dune sequence and unique landscape has also been a part of Rangitāne o Manawatu identity and spiritual practice. The coastal area is abundant in archaeological evidence, with over 35 recorded sites.

Rangitāne o Manawatu earliest connections with the Manawatu Coast are recorded by their Kurahaupo ancestor firstly Kupe who navigated the coastline from the East Coast around Te Whanganui a Tara and along the Manawatu coastline. One navigational method used was to follow the migratory birds that seasonally reside in the Manawatu River Estuary. Haunui a Nanaia a tohunga in search of his wife Waireka also travelled the coastline naming the rivers on his journey.

Whatonga, the grandfather of Tanenuiarangi (Rangitāne) inter alia have first travelled in the Manawatu after journeying up the coastline from Te Whanganui a Tara. The area was so rich in natural resources that he and his descendants settled in the area with the area becoming known as Te Taperenui O Whatonga or the great supply of food for Whatonga. Te Waewae-Kapiti-o-Tara-raua-ko-Rangitāne or Kapiti Island also became an important connection to the Coastline and Rangitāne o Manawatu, not only providing an important marine navigational marker but also an important place for spiritual and ritualistic practices.

The Coast following this time became an important route for trade and communication connecting both the South (Te Waka a Maui) and North Island (Te Ika a Maui). The Manawatu coastline became a place of great wealth and strategic importance for Rangitāne o Manawatu between the Manawatu and Rangitikei Rivers for trade, transport and communication to the East Coast and Central North Island.

The most significant areas of settlement along the Coast were Te Wharangi and Te Papa Ngaio at the mouth of the Manawatu River. Te Wharangi (meaning - broad flat place) was an area used for river crossings and as a waka mooring for ocean going vessels bringing back fish. Te Wharangi was a mahinga kai utilised seasonally by Rangitāne o Manawatu to catch whitebait, flounder and other tidal river species. Rangitāne o Manawatu provided river crossings for Europeans upon their arrival and settlement. Te Papa Ngaio was a large Pa on the southern bank of the Manawatu River opposite Te Wharangi. During Wakefield's 1840 visit to the district he journeyed to the Manawatu and encountered "a body of natives" at the river mouth. According to Wakefield's account of the journey, the Māori were unable to supply the New Zealand Company agent with any provisions as "they were from a settlement near the gorge of the Manawatu" however he noted numerous Pataka and storehouses of theirs along the Coast.

Himatangi the next main area was an important source of a variety of foods for Rangitāne o Manawatu. The larger area was known as Te Piropiro. The correct hyphenation of the word is said not to be Hima-tangi but Hi-matangi, and thereby provides a different tale. "Hi" means to fish, and Matangi was a Chief who lived in the mystic past in the Mohaka District of the East Coast. The name also refers to Matangi capturing and slaying a Taniwha in the area upon his settlement. Himatangi was also famous for the abundance of eel and birds available from the wetlands and dune lakes in the area, namely Lakes Kaikokopu, Omanuka and Pukepuke. Numerous traditional

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eel weir were constructed as well as island Pa, such as Oahura, only accessible by waka and used in a time of battle as a refuge.

The next main area was the mouth of the Rangitikei River being of strategic importance to Rangitāne o Manawatu as it provided an entrance to the Rangitikei and Central North Island. This importance lead to the heavy settlement of the area with Pa, Kainga and Papa Kainga in the lower stretches of the Rangitikei River to the sea. The most famous of these settlements was Parewanui and the central point of all Pa and cultivations/farms of the area. This area was frequented by many of the Crown's representatives with many meetings being held there to progress the sale of lands in the Rangitikei and the Manawatu as well as plan for the settlement of the region.

The name "Tangimoana" was allocated to a small coastal area. Traditionally the dune area around the town was referred to as Te Ruahine. The most recognised area or settlement (nearest to the present day township) was Tawhirihoe. Tawhirihoe was originally a Pa, then a mahinga kai, and cultivation, and finally the flat now known as Scott's Ferry and Tangimoana. More recent erosion and river works altered the course of the River rapidly and drastically and made all settlement in that area hazardous.

The areas between these main centres were cultivated and heavily used particularly to grow potatoes and fern root. Areas such as the coastal lagoons of Pukepuke, Omanuka, Kaikokopu, Okemaha and Haku Purua were important sources of food (particularly Tuna) and seasonal settlement.

The dune geomorphic landscape has been relatively unaltered. However within these features the native forest and cultural cultivations have disappeared apart from two Department of Conservation reserves. The culturally significant feature of this coastline was the wetland areas and small swallow dune lakes that were found between large dune structures. Within these lakes and the freshwater streams that feed them were a variety of native fish and eel as well as birds.

The most culturally significant feature of the coastline was the shellfish that were found in areas where the freshwater met the ocean. The most common were; Toheroa/*Tohemanga (Paphies ventricosa)*; Pīpi (*Paphies australis*); Tuatua (*Paphies subtriangulata*); Tuangi (*Chione stutchbury*); and surf clams (*Paphies donacina, Spisula aequilatera, Mactra murchisoni, Mactra discors, Dosinia anus*).

Along with these shellfish species were also the range of ocean fished caught offshore as well as the occasional whale.

**Significant Sites for Rangitāne o Manawatu**

<b>NAME</b>	<b>DESCRIPTION</b>	<b>NAME</b>	<b>DESCRIPTION</b>
Te Waka Puni	Waka Mooring	Haku-purua	Lagoon
Puru-rarauha	Kainga	Kaikokopu	Lagoon
Hokianga	Occupied location	Koputara	Lagoon
Orua Kai Tawa	Occupied location	Pukepuke	Lagoon
Te Humetu	Occupied location	Mikihi	Stream
Tawhirihoe	Pa	Te Aputu	Cultivation
Te Hakeke	Pa	Arawa	Moana tuna
Te Iritau	Pa	Herangi, Te Kau Omorangi, Wawa, Tirimo	Moana tuna
Te Papa Ngaio	Pa	Oahura	Moana tuna
Te Wharangi	Pa	Omanuka	Lagoon

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Himitangi	Dune	Ototara	Moana tuna
Te Ruahine	Dune	Te Whangai O Tai Hanau	Moana tuna
Nga Totara	fossil forest	Te Piropiro	Area
Awamate	Lagoon	Okatia	Beach
Kai Iwi	Site	Tangimoana	Beach

**Manawatu Estuary**

The Manawatu Estuary is of immense historical, cultural, spiritual and traditional significance to Rangitāne o Manawatu.

Rangitāne o Manawatu southern rohe is the southern side of the Manawatu River across from Foxton Beach. The Manawatu Estuary and the Foxton Beach area, originally named Okatia (after the spirit that created the Manawatu River) was heavily seasonally occupied and used by Rangitāne o Manawatu. Kurahaupo tohunga and Rangitāne o Manawatu ancestor Hau Nui a Nanaia named the Manawatu River after his heart sank in becoming disillusioned in not being able to cross the wide river on his travels down the coast to find his wife, Wairaka.

The Manawatu River mouth has been recognised for the abundance of wetland birds, such as the bar-tailed godwit, lesser knot and golden plover, which are migrants from Arctic breeding grounds; others such as the wrybill, South Island pied oystercatcher, royal spoonbill and banded dotterel, migrated to the Foxton Estuary and wetlands from elsewhere in Aotearoa-New Zealand. It was known throughout Rangitāne o Manawatu that the first travellers to New Zealand followed the migratory paths of the godwit, lesser knot and other migratory birds.

The saltmarsh area of the Manawatu Estuary at Foxton continues to be valued as an important site as the vegetation is representative of pre-European conditions, featuring rushes (used for weaving) and succulent herbs.

The sand country of the west coast adjacent to Te Awahou was formed by the combined perpetual forces of water and wind. The Te Awahou District was significant as it was renowned for its eels. Other shell-bound and finned forms of kai moana were also plentiful: tohemanga, pipi, cockles, tuangi, tuatua, surf crabs and clams, kahawai, freshwater and salt water patiki as well as shark. All would certainly have been eaten, according to the season and availability of fish stocks as Rangitāne o Manawatu managed and sustained their fishery resources for generations.

The primary areas used by Rangitāne o Manawatu were Te Wharangi (fishing station and waka mooring), Te Waka Puni (kainga and waka mooring) Whirokino (waka crossing and Pa) and Mikihi (resource gathering area). Rangitāne o Manawatu never lost their connections to these sites or the Manawatu River.

**Significant Sites**

NAME	DESCRIPTION
Te Waka Puni	Waka mooring
Orua-rongo	Kainga
Puru-rarauha	Kainga
Te Rerenga-o-hau	Kainga
Whakaripa	Kainga

NAME	DESCRIPTION
Te Wharangi	Pa
Wai-Pipi-O-Maihi	Dune
Nga Totara	Fossil forest
Manawatu	River
Mikihi	Stream

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<b>NAME</b>	<b>DESCRIPTION</b>
Whirokino	Kainga
Te Papa Ngaio	Pa

<b>NAME</b>	<b>DESCRIPTION</b>
Okatia	Beach

As Rangitāne o Manawatu develop their capacity they look forward to the future and the time when they are fully engaged in upholding the principle of kaitiaki over the Coastal Area.

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**Linton Army Camp and Manawatu Prison (as shown on deed plan OTS-182-29)**

The Linton Army Camp and the Manawatu Prison hold immense spiritual and cultural significance to Rangitāne o Manawatu. They were originally part of the Kairanga Reserve awarded to Rangitāne o Manawatu as part of the Te Ahu a Turanga Block.

Te Kairanga, which means a great accumulation of food, was occupied by Rangitāne o Manawatu hapu. The area and associated kainga were also the start of a commonly used path to traverse the Tararua and Ruahine Ranges following the Kahuterawa Stream.

The Kainga itself was located on the South East bank of the Manawatu River where Linton Army Camp and parts of the Prison are now situated opposite Awapuni. Upon the purchase of the Te Ahu a Turanga Block during the 1860s, Te Kairanga was reserved. The reserve was surveyed as Te Kairanga Native Reserve, approximately 850 acres on the southern side of the junction of Kahuterawa Stream with the Manawatu River.

Kairanga is also significant to Rangitāne o Manawatu as it was the site of a battle between Rangitāne o Manawatu and a neighbouring iwi. The iwi had attacked Te Motu a Poutoa and Rangitāne o Manawatu were intent on avenging the attack issued a challenge to the iwi to come openly and in all their strength and meet them at Te Kairanga (now part of Linton Army Camp). Upon the iwi accepting the challenge, Rangitāne o Manawatu gathered all their warriors from all parts of their extensive territory. Smoke signals were sent up from the summit of Arawaru summoning hapu from the Tamaki Nui a Rua area. A terrific battle then ensued between in which Rangitāne o Manawatu won a decisive victory.

Significant Rangitāne o Manawatu settlements in the vicinity of this area include Karatangiātu, Taringa Kurahaupo, Tukawakawa, Te Kuripaka, Turitea and Kahutara.

The aptly named Te Kairanga provided Rangitāne o Manawatu with a plentiful supply of birds mainly kaka and kakapo as well as kiore, tuna and berries. The area was well known for its kiore and kiore traps of which the animal was made into a sausage like delicacy. The area was also covered in New Zealand rainforest of the heaviest type including white pine, matai, rimu and totara to name a few. The area became a saw miller's paradise when the settlers arrived and in the longer term the settlers foresaw the area becoming rich agricultural farmland which it still is today.

**Significant Sites for Rangitāne o Manawatu**

NAME	DESCRIPTION
Kahutaira	Kainga
Karatangiātu	Kainga
Te Kairanga	Kainga
Taringa Kurahaupo	Occupied location
Tukawakawa	Occupied location
Mararatapa	Pa
Te Kairanga	Pa

NAME	DESCRIPTION
Te Kuripaka	Pa
Kairanga	Track
Kahutara	Papa Kainga
Te Kairanga	Papa Kainga
Te Horo	Clearing
Te Kairanga	Reserve

As Rangitāne o Manawatu develop their capacity they look forward to the future and the time when they are fully engaged in upholding the principle of kaitiaki over Linton Army Camp and Manawatu Prison.

## 4 DEEDS OF RECOGNITION

**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 Rangitāne o Manawatu (the **settling group**); and
  - 1.1.2 the trustees of the Rangitāne o Manawatu Settlement Trust (the **governance entity**).
- 1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):
  - 1.2.1 Pukepuke Lagoon Conservation Area (as shown on deed plan OTS-182-14).
  - 1.2.2 Manawatu Gorge Scenic Reserve (as shown on deed plan OTS-182-15).
  - 1.2.3 Omarupapako/Round Bush Scenic Reserve (as shown on deed plan OTS-182-16).
  - 1.2.4 Tawhirihoe Scientific Reserve (as shown on deed plan OTS-182-17).
  - 1.2.5 Ruahine Forest Park (as shown on deed plan OTS-182-18).
  - 1.2.6 Tararua Forest Park (as shown on deed plan OTS-182-19).
- 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 Rangitāne o Manawatu 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 the settling group'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**):

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES**

---

**4: DEEDS OF RECOGNITION**

- 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:
    - (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

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
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**4: DEEDS OF RECOGNITION**

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 -

**[to insert]**

**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 the settling group, 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 **Rangitāne o Manawatu** have the meaning given to them by the deed of settlement; and

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
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**4: DEEDS OF RECOGNITION**

**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.
- 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.

INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES

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4: DEEDS OF RECOGNITION

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

**SIGNED** for and on behalf of  
**THE CROWN** by –

The Minister of Conservation in the  
presence of -

---

**WITNESS**

---

Name:

Occupation:

Address:

The Director-General of Conservation  
in the presence of –

---

**WITNESS**

---

Name:

Occupation:

Address:

INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES

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4: DEEDS OF RECOGNITION

Schedule

*[Copies of Statements of Association to be inserted in final version of deed of recognition]*

4: DEEDS OF RECOGNITION

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

1 **INTRODUCTION**

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –
- 1.1.1 Rangitāne o Manawatu (the **settling group**); and
  - 1.1.2 the trustees of the Rangitāne o Manawatu Settlement Trust (the **governance entity**).
- 1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):
- 1.2.1 Manawatu River and tributaries (as shown on deed plan OTS-182-20).
  - 1.2.2 Rangitikei River (as shown on deed plan OTS-182-21).
  - 1.2.3 Pohangina River (as shown on deed plan OTS-182-22).
  - 1.2.4 Oroua River (as shown on deed plan OTS-182-23).
  - 1.2.5 Mangahao River (as shown on deed plan OTS-182-24).
- 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 Rangitāne o Manawatu Claims Settlement Act [**year**], being the settlement legislation that gives effect to the deed of settlement.

2 **CONSULTATION**

- 2.1 The Commissioner of Crown Lands must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the **identified activities**):
- 2.2.1 considering an application for a right of use or occupation (including renewing such a right):

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES**

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**4: DEEDS OF RECOGNITION**

- 2.2.2 preparing a plan, strategy, or programme for protection and management:
- 2.2.3 conducting a survey to identify the number and type of users that may be appropriate:
- 2.2.4 preparing a programme to eradicate noxious flora and fauna.
- 2.3 The Commissioner of Crown Lands must, when consulting the governance entity under clause 2.1, -
  - 2.3.1 provide the governance entity with sufficient information to make informed decisions, and
  - 2.3.2 inform the governance entity of an application referred to in clause 2.2.1, but may withhold commercially sensitive information and material included within, or relating to, the application.

**3 LIMITS**

- 3.1 This deed –
  - 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
  - 3.1.2 if it relates to a river -
    - (a) it does not relate to the waters of the river; and
    - (b) it relates only to the part or parts of the bed of the river that -
      - (i) are owned and managed by the Crown; and
      - (ii) are not land that the waters of the river do not cover at its fullest flow without overlapping its banks; and
      - (iii) are not the bed of an artificial watercourse or tributary; and
  - 3.1.3 does not require the Crown to undertake, increase, or resume any identified activity; and
  - 3.1.4 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
  - 3.1.5 is subject to the settlement legislation.

**4 TERMINATION**

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

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
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**4: DEEDS OF RECOGNITION**

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

Commissioner of Crown Lands  
Level 7, Radio New Zealand House  
155 The Terrace  
PO Box 5501  
Wellington 5145

**6 AMENDMENT**

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

**7 NO ASSIGNMENT**

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

**8 DEFINITIONS**

- 8.1 In this deed -

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

**Crown** means the Sovereign in right of New Zealand; 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 the settling group, the governance entity, and the Crown; and

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

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES**

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**4: DEEDS OF RECOGNITION**

**identified activities** means the activities specified in clause 2.2; and

**settling group** and Rangitāne o Manawatu 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.

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 meaning 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.

INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES

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4: DEEDS OF RECOGNITION

- 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 Commissioner of Crown Lands in the  
presence of - \_\_\_\_\_

**WITNESS**

\_\_\_\_\_

Name:

Occupation:

Address:

INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES

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4: DEEDS OF RECOGNITION

Schedule

*[Copies of Statements of Association to be inserted in final version of deed of recognition]*

## 5 PROTOCOLS

INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES

5: PROTOCOLS: CONSERVATION PROTOCOL

**CONSERVATION PROTOCOL: A PROTOCOL ISSUED BY THE CROWN THROUGH THE  
MINISTER OF CONSERVATION REGARDING RANGITĀNE O MANAWATU AND THE  
DEPARTMENT OF CONSERVATION**

**1 INTRODUCTION**

- 1.1 Under the Deed of Settlement dated [ ] between Rangitāne o Manawatu 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 trustees of the Rangitāne o Manawatu Settlement Trust (the “**Governance Entity**”) across the Area of Interest (**Attachment A**).
- 1.2 Rangitāne o Manawatu describes its association with natural resources as inclusive of mana atua (its spiritual and cultural association with the land), mana whenua (its land as an economic base) and mana tangata (its social organisation on the land).
- 1.3 Rangitāne o Manawatu 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.
- 1.4 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.
- 1.5 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 Rangitāne o Manawatu on an ongoing basis by:
- 2.1.1 maintaining a record of the Governance Entity’s office holders, and their addresses and contact details;
- 2.1.2 meeting with the Governance Entity at least once a year, or more often if agreed, to discuss issues of shared interest;
- 2.1.3 appointing the Conservation Partnerships Manager as the primary contact person for the Governance Entity. The Area Manager will act as a liaison person with other Departmental staff including those in the National Office, and may arrange meetings with the Governance Entity from time to time; and
- 2.1.4 training relevant staff and briefing Conservation Board members on the content of the Protocol, and informing other stakeholders about the Protocol where the opportunity arises.

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
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**5: PROTOCOLS: CONSERVATION PROTOCOL**

**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 the use of information about Rangitāne o Manawatu values included in information for visitors published by the Department.
- 3.3 The Department will work with Rangitāne o Manawatu to encourage respect for Rangitāne o Manawatu cultural heritage values, and accuracy in how those values are described, by raising public awareness of any positive conservation partnerships between Rangitāne o Manawatu and the Department. These may include publications, presentations and services.

**4 CULTURAL MATERIALS**

- 4.1 The Minister and/or Director-General will facilitate, in accordance with legislative requirements, Rangitāne o Manawatu access to cultural materials.
- 4.2 In relation to cultural materials, the Minister and/or Director-General will consult with the Governance Entity in circumstances where the Department is aware that there are competing requests between the Governance Entity and non-Rangitāne o Manawatu persons or entities for the use of cultural materials. For example, for scientific research purposes, or requests for access to, and use of, cultural materials within the Area of Interest from non-Rangitāne o Manawatu persons and entities.
- 4.3 Where cultural materials become available as a result of Departmental operations such as track maintenance or clearance, or species management, or where materials become available as a result of accidental death or otherwise through natural causes, the Minister and/or Director-General will discuss access to cultural materials with Governance Entity, taking into consideration the interests of other tangata whenua.
- 4.4 Subject to access to flora cultural materials being provided in accordance with legislative requirements:
  - 4.4.1 the Department may assist as far as reasonably practicable, the Governance Entity to obtain plant stock for propagation to reduce the need for plants to be gathered from land administered by the Department and to provide advice to the Governance Entity in the establishment of its own cultivation areas;
  - 4.4.2 provide, as far as reasonably practicable, ongoing advice to the Governance Entity for the management and propagation of the plant stock; and
  - 4.4.3 identify areas administered by the Department which may be suitable as sites where re-vegetation planting of plants suitable for cultural use, and establishment of pa harakeke, may be appropriate.

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES**

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**5: PROTOCOLS: CONSERVATION PROTOCOL**

- 4.5 The Department and the Governance Entity may discuss the development of procedures for monitoring the levels of use of cultural materials, and will discuss appropriate Rangitāne o Manawatu tikanga in association with applications that are made to the Department.
- 4.6 The Department will consider waiving or reducing any recovery of authorisation costs for collection of cultural material by the Governance Entity.

**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 Rangitāne o Manawatu to management of stranding events, including recovery of bone (including teeth and baleen) for cultural purposes and burial of marine mammals (in particular burial sites will be agreed to avoid the possible violation of Rangitāne o Manawatu tikanga). The Department will make reasonable efforts to inform the Governance Entity before any decision is made to euthanise a marine mammal or gather scientific information.
- 5.3 As part of the business planning processes that apply to the Area of Interest, the Department will discuss with Rangitāne o Manawatu any research and monitoring proposals that the Conservancy develops relating to marine mammal populations to enable Rangitāne o Manawatu to have input into such research and monitoring proposals.

**6 FRESHWATER FISHERIES AND MARGINAL STRIPS**

- 6.1 The Department's functions under the Conservation Act 1987 include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and their habitats. Active management is limited to whitebait fishing and those fisheries and habitats that are located on public conservation land. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act processes.
- 6.2 A co-operative and participatory approach will be adopted with the Governance Entity in the conservation, management and research of freshwater fisheries and freshwater habitats. This may include seeking to identify areas for co-operation in the protection of riparian vegetation and habitats, fish passages, water quality, the restoration, rehabilitation and/or enhancement of customary freshwater fisheries and their freshwater habitats and consulting with the Governance Entity when the Department is developing or contributing to research and monitoring programmes. The Governance Entity will be considered as a possible science provider or collaborator for research projects.
- 6.3 The Governance Entity will use the process provided for in clause 7 of this Protocol to identify sites of significance on marginal strips within their rohe. Information relating to Rangitāne o Manawatu sites of significance will be treated in confidence by the Department in order to preserve the wāhi tapu nature of the identified places.

## INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR RATIFICATION PURPOSES

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### 5: PROTOCOLS: CONSERVATION PROTOCOL

- 6.4 The Governance Entity and the Department will discuss on an on-going basis, the potential for the Governance Entity to be appointed to manage marginal strips of significance to Rangitāne o Manawatu, under section 24H of the Conservation Act 1987.
- 6.5 The Department will consult with the Governance Entity where the Department is entering into formal or informal arrangements with any third party that relate to the management of marginal strips identified under clause 6.3.

### 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 Rangitāne o Manawatu in co-operation with the Governance Entity and according to Rangitāne o Manawatu tikanga and professional standards.
- 7.2 Where Rangitāne o Manawatu request, information relating to Rangitāne o Manawatu sites of significance will be treated in confidence by the Department in order to preserve the wāhi tapu nature of places.
- 7.3 The Department and Rangitāne o Manawatu will work together to look for opportunities and identify practical ways in which Rangitāne o Manawatu can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the Area of Interest.
- 7.4 The Department will inform Rangitāne o Manawatu if taonga or koiwi are found by the Department staff on land administered by the Department within the Area of Interest.

### 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 threatened species, in particular those most at risk of extinction. To do this, it conducts a number of national programmes. The funding of any specific projects will be determined through the annual business planning processes that are set out in clause 11 below.
- 8.2 If there are any national sites and species programmes operating in the Area of Interest, the Department will advise the Governance Entity 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 beforehand on pest control activities to be carried out on land administered by the Department, particularly in relation to the use of toxins, and will be provided with opportunities to discuss programmes and outcomes.

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES**

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**5: PROTOCOLS: CONSERVATION PROTOCOL**

**10 RESOURCE MANAGEMENT ACT 1991**

- 10.1 From time to time, Rangitāne o Manawatu 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 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. Where such requests are taken forward the Governance Entity and the Department will agree to the nature of their collaboration, which may include a Project/Work Plan and implementation timetable for administering the project, in accordance with the resources that have been allocated to the project.
- 11.2 If a specific project is not advanced, the Department will advise the Governance Entity of the reasons for this.
- 11.3 The Department will advise Rangitāne o Manawatu in advance of any Conservation Management Strategy amendments or reviews, or the preparation of any statutory or non-statutory plans, policies or documents that relate to the management of places administered by the Department within the Area of Interest.
- 11.4 Rangitāne o Manawatu will have opportunities to provide early input into relevant Conservation Management Strategy reviews, or Management Plans if any, within the Area of Interest.

**12 CONTRACTING FOR SERVICES**

- 12.1 Where contracts are to be tendered for conservation management within the Area of Interest the Department will inform Rangitāne o Manawatu.
- 12.2 Where appropriate, the Department will consider using Rangitāne o Manawatu (individuals or the Governance Entity) as a provider of professional services, including cultural advice and pest management, where those services are necessary to manage conservation resources in the Area of Interest.

**13 CONCESSION APPLICATIONS**

- 13.1 The Governance Entity will be consulted with regard to categories of concession applications or renewals of concession applications within the Area of Interest that may impact on the cultural or historic values of Rangitāne o Manawatu, as identified from time to time by Rangitāne o Manawatu and the Department. As the Department works within time

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### 5: PROTOCOLS: CONSERVATION PROTOCOL

limits to process concession applications, it will notify the Governance Entity of the time frames for making comments.

- 13.2 Prior to issuing concessions 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.

### 14 CONSULTATION

- 14.1 Where consultation is required under this Protocol, the Department will:

14.1.1 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;

14.1.2 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 the subject of the consultation;

14.1.3 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; and

14.1.4 Report back to the Governance Entity on any decision that is made.

### 15 REVIEW OF THE PROTOCOL

- 15.1 This Protocol is a living document which should be discussed, reviewed and updated from time to time when needed, by mutual agreement or as instigated by either party.

### 16 DEFINITIONS

- 16.1 In this Protocol:

**Area of Interest** has the meaning given to that term in the Deed of Settlement;

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

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

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

**Cultural materials** means plants, plant materials, and materials derived from dead wildlife, marine mammals or birds for which the Department is responsible within the Area of

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Interest and which are important to Rangitāne o Manawatu 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 of the Rangitāne o Manawatu Settlement Trust;

**Rangitāne o Manawatu** has the meaning set out in clause 8.5 of the Deed of Settlement;

**Kaitiaki** means environmental guardians;

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

**Settlement Legislation** means the Rangitāne o Manawatu Claims Settlement Bill which gives effect to the Deed of Settlement; and

**Tikanga Māori** refers to Māori traditional customs.

**17 TERMS OF ISSUE**

17.1 This Protocol is –

17.1.1 issued under –

- (a) clause 5.10 of the Deed of Settlement; and
- (b) section [number] of the Settlement Legislation; and

17.1.2 subject to the Deed of Settlement and the Settlement Legislation;

17.2 A summary is attached of the terms of issue of the Protocol in the Deed of Settlement and the Settlement Legislation.



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**ATTACHMENT A: RANGITĀNE O MANAWATU AREA OF INTEREST**

*[Map to be included]*

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5: PROTOCOLS: CONSERVATION PROTOCOL

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 the Governance Entity and having particular regard to its views (*section [number]*).

**2. Noting**

- 2.1 A summary of the terms of this Protocol must be noted in the conservation documents affecting the Area of Interest, but the noting –

2.1.1 is for the purpose of public notice; and

2.1.2 does not amend the conservation documents for the purposes of the Conservation Act 1987 or the National Parks Act 1980 (*section [number]*).

**3. Limits**

- 3.1 This Protocol does not -

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

(a) introducing legislation; or

(b) changing government policy; or

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

3.1.2 restrict the responsibilities of the Minister or the department or the legal rights of the settling group (*section [number]*); or

3.1.3 grant, create, or evidence an estate or interest in, or rights relating to, –

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

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

3.1.4 have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, the common marine and coastal area (as defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011).

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5: PROTOCOLS: CONSERVATION PROTOCOL

4. **Breach**

- 4.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (*section [number]*).
- 4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.13).

5: PROTOCOLS: TAONGA TŪTURU PROTOCOL

**TAONGA TŪTURU PROTOCOL: A PROTOCOL ISSUED BY THE CROWN THROUGH THE  
MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH  
RANGITĀNE O MANAWATU ON SPECIFIED ISSUES**

**1 INTRODUCTION**

- 1.1 Under the Deed of Settlement dated xx between Rangitāne o Manawatu 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;
  - 1.1.6 Effects on Rangitāne o Manawatu interests in the Protocol Area – Part 7;
  - 1.1.7 Registration as a collector of Ngā Taonga Tūturu – Part 8;
  - 1.1.8 Board Appointments – Part 9;
  - 1.1.9 National Monuments, War Graves and Historical Graves – Part 10;
  - 1.1.10 History publications relating to Rangitāne o Manawatu – Part 11;
  - 1.1.11 Cultural and/or Spiritual Practices and Tendering – Part 12;
  - 1.1.12 Consultation – Part 13;
  - 1.1.13 Changes to legislation affecting this Protocol –Part 14;
  - 1.1.14 Definitions – Part 15.
- 1.2 For the purposes of this Protocol the governance entity is the body representative of the whānau, hapū, and iwi of Rangitāne o Manawatu 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.
- 1.4 The purpose of the Protected Objects Act 1975 is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by

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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.

**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 xx] of the Rangitāne o Manawatu Claims Settlement Act [ ] (the “**Settlement Legislation**”) that implements the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 A summary is set out in **Attachment B** of this Protocol of the terms of issue of this Protocol in the Deed of Settlement and the Settlement Legislation.

**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 at least once a year, if requested by either party;
  - 4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol;
  - 4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
  - 4.1.7 including a copy of the Protocol with the governance entity on the Ministry’s website.

5: PROTOCOLS: 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 Rangitāne o Manawatu 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 Rangitāne o Manawatu 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 Rangitāne o Manawatu 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 Rangitāne o Manawatu 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 Rangitāne o Manawatu origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

**Applications for Ownership**

- 5.2 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Rangitāne o Manawatu 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.
- 5.3 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 Rangitāne o Manawatu 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.
- 5.4 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.

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**Applications for Custody**

- 5.5 If no ownership application is made to the Māori Land Court for any Taonga Tūturu found within the Protocol Area or identified as being of Rangitāne o Manawatu origin found elsewhere in New Zealand by the governance entity or any other person, the Chief Executive will:
- 5.5.1 consult the governance entity where there is any request from any other person for the custody of the Taonga Tūturu;
  - 5.5.2 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and
  - 5.5.3 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

**Export Applications**

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

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

- 6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:
- 6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
  - 6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;
- 6.2 The Ministry will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the governance entity was consulted as an Expert Examiner.

**7 EFFECTS ON RANGITĀNE O MANAWATU INTERESTS IN THE PROTOCOL AREA**

- 7.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Rangitāne o Manawatu 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 Rangitāne o Manawatu interests in the Protocol Area.

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- 7.3 Notwithstanding clauses 7.1 and 7.2 above the Chief Executive and governance entity shall meet to discuss Rangitāne o Manawatu 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 national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to Rangitāne o Manawatu interests.
- 10.2 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 RELATING TO RANGITĀNE O MANAWATU**

- 11.1 The Chief Executive shall:

- 11.1.1 provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relates substantially to Rangitāne o Manawatu; and
- 11.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Rangitāne o Manawatu:
  - (a) from an early stage;
  - (b) throughout the process of undertaking the work; and
  - (c) before making the final decision on the material of a publication.

- 11.2 The governance entity accepts that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by the

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

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

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

**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

5: PROTOCOLS: TAONGA TŪTURU PROTOCOL

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

**governance entity** means the trustees of the Rangitāne o Manawatu Settlement Trust

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

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

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

an object that—

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

**Rangitāne o Manawatu** has the meaning set out in clause 8.5 of the Deed of Settlement.

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5: PROTOCOLS: TAONGA TŪTURU PROTOCOL

**ISSUED** on

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

\_\_\_\_\_

\_\_\_\_\_

Signature of witness

\_\_\_\_\_

Name of witness

\_\_\_\_\_

Occupation

\_\_\_\_\_

Address

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ATTACHMENT A

PROTOCOL AREA MAP

*[Map to be included]*

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**5: PROTOCOLS: TAONGA TŪTURU PROTOCOL**

**ATTACHMENT B**

**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 Rangitāne o Manawatu (section 23); or

2.1.3 grant, create or provide evidence of an estate or interest in, or rights relating to, taonga tuturu (section 27).

**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 6.13).

5: PROTOCOLS: CROWN MINERALS PROTOCOL

**CROWN MINERALS PROTOCOL: A PROTOCOL ISSUED BY THE CROWN THROUGH  
THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH  
RANGITĀNE O MANAWATU BY THE MINISTRY OF BUSINESS, INNOVATION AND  
EMPLOYMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS**

**1. INTRODUCTION**

- 1.1 Under the Deed of Settlement dated [insert date] between Rangitāne o Manawatu and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister of Energy and Resources (the “**Minister**”) would issue a Protocol (the “**Crown Minerals Protocol**”) setting out how the Ministry of Business, Innovation and Employment (the “**Ministry**”) will consult with the trustees of the Rangitāne o Manawatu Settlement Trust (the “**Governance Entity**”) on matters specified in the Crown Minerals Protocol.
- 1.2 Both the Ministry and Rangitāne o Manawatu are seeking a healthy and constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.3 The purpose of the Crown Minerals Act 1991 (the “**Act**”) is to promote prospecting for, exploration for and mining of Crown owned minerals for the benefit of New Zealand. Section 4 of the Act requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.4 The Minister is responsible under the Act for the preparation of mineral programmes, the grant of minerals permits, and monitoring the effect and implementation of minerals programmes and minerals permits. The Ministry administers the Act on behalf of the Minister.
- 1.5 This Crown Minerals Protocol will affect the Ministry’s administration of Crown owned minerals under the Act in the Crown Minerals Protocol Area.

**2. INTERESTS AND RESPONSIBILITIES**

- 2.1 Rangitāne o Manawatu has interests and responsibilities in relation to the Crown Minerals Protocol Area. These interests and responsibilities are inextricably linked to whakapapa and have important cultural and spiritual dimensions for Rangitāne o Manawatu.

**3. GUIDING PRINCIPLES**

- 3.1 Rangitāne o Manawatu records that its governing principles are:

***Ko Ruahine me Tararua nga pae maunga***

***Ko Manawatu te awa***

***Ko Kurahaupo te waka***

***Ko Rangitāne o Manawatu te iwi***

***Ruahine and Tararua are the mountains***

***Manawatu is the River***

***Kurahaupo is the canoe***

***Rangitāne o Manawatu are the people***

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
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**5: PROTOCOLS: CROWN MINERALS PROTOCOL**

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

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

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

**Mana Motuhake:** The rights and ability to control, manage, direct and influence Rangitāne o Manawatu future to its full potential. Prestige and identity linked to all things and associated with obligations and responsibility for the benefit of all Rangitāne o Manawatu.

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

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

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

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

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

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

**Manaakitanga:** To care, nurture and ensure the collective wellbeing and interest of Rangitāne o Manawatu. The collective takes precedence over personal gain and self interest.

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

5: PROTOCOLS: CROWN MINERALS PROTOCOL

4. PURPOSE OF THIS PROTOCOL

- 4.1 With the intent of creating a constructive relationship between Rangitāne o Manawatu and the Ministry in relation to mineral resources administered in accordance with the Act in the Crown Minerals Protocol Area, this Crown Minerals Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Crown Minerals Protocol.
- 4.2 The Governance Entity will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Crown Minerals Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

5. PROTOCOL AREA

- 5.1 This Crown Minerals Protocol applies across the Crown Minerals Protocol Area which means the area identified in the map included in Attachment A of this Crown Minerals Protocol together with the waters (including foreshore and seabed) of the coastal areas adjacent to the coastal boundary shown on that map within the Territorial Sea (as defined in the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977).

6. TERMS OF ISSUE

- 6.1 This Crown Minerals Protocol is issued pursuant to section [insert] of Rangitāne o Manawatu Claims Settlement Act [ ] (the “**Settlement Legislation**”) that implements clause 5.10 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 6.2 A summary is set out in Attachment B of this Crown Minerals Protocol of the terms of issue of this Crown Minerals Protocol in the Deed of Settlement and the Settlement Legislation.

7. CONSULTATION

- 7.1 The Minister will ensure that the Governance Entity is consulted by the Ministry:

**New minerals programmes**

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

**Petroleum exploration permit block offers**

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

**Other petroleum exploration permit applications**

- 7.1.3 when any application for a petroleum exploration permit is received, which relates, whether wholly or in part, to the Crown Minerals Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 7.1.2;

**5: PROTOCOLS: CROWN MINERALS PROTOCOL**

**Amendments to petroleum exploration permits**

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

**Permit block offers for Crown owned minerals other than petroleum**

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

**Other permit applications for Crown owned minerals other than petroleum**

- 7.1.6 when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Crown Minerals Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 7.1.5 or where the application relates to newly available acreage;

**Newly available acreage**

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

**Amendments to permits for Crown owned minerals other than petroleum**

- 7.1.8 when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is received, where the application relates, wholly or in part, to the Crown Minerals Protocol Area.
- 7.2 Each decision on a proposal referred to in clause 7.1 will be made having regard to any matters raised as a result of consultation with the Governance Entity, and having regard to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi.

**8. IMPLEMENTATION AND COMMUNICATION**

- 8.1 The Crown has an obligation under the Act (as provided for in minerals programmes) to consult with parties whose interests may be affected by matters described in clause 7.1 of this Crown Minerals Protocol. The Ministry will consult with the Governance Entity in accordance with this Crown Minerals Protocol and in accordance with the relevant minerals programme if matters described in clause 7.1 of this Crown Minerals Protocol Area may affect the interests of Rangitāne o Manawatu.
- 8.2 The basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- 8.2.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues in relation to any matters under clause 7 of this Crown Minerals Protocol;

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**5: PROTOCOLS: CROWN MINERALS PROTOCOL**

- 8.2.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters described in clause 7 of this Crown Minerals Protocol;
- 8.2.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process and the consideration by the Governance Entity of its submissions in relation to any of the matters described in clause 7 of this Crown Minerals Protocol; and
- 8.2.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of the Governance Entity in relation to any of the matters described in clause 7 of this Crown Minerals Protocol.
- 8.3 Where the Ministry is required to consult the Governance Entity as specified in clause 8.1, the Ministry will report back in writing to the Governance Entity on the decision made as a result of such consultation.
- 8.4 The Ministry will seek to fulfil its obligations under this Crown Minerals Protocol by:
- 8.4.1 maintaining information on the Governance Entity's address and contact details as provided from time to time by the Governance Entity;
- 8.4.2 as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Crown Minerals Protocol;
- 8.4.3 nominating relevant employees to act as contacts with the Governance Entity in relation to issues concerning this Crown Minerals Protocol; and
- 8.4.4 providing the Governance Entity with the names of the relevant employees who will act as contacts with the Governance Entity in relation to issues concerning this Crown Minerals Protocol;

**9. DEFINITIONS**

- 9.1 In this Crown Minerals Protocol:

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

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

**Crown owned minerals** means any mineral (as defined below) that is the property of the Crown in accordance with sections 10 and 11 of the Act or over which the Crown has jurisdiction in accordance with the Continental Shelf Act 1964;

**Deed of Settlement** means the Deed of Settlement dated [*insert*] between the Crown and Rangitāne o Manawatu;

**Governance Entity** means the trustees of the Rangitāne o Manawatu Settlement Trust;

**Mineral** means a naturally occurring inorganic substance beneath or at the surface of the earth, whether or not under water, and includes all metallic minerals, non-metallic minerals,

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**5: PROTOCOLS: CROWN MINERALS PROTOCOL**

fuel minerals (including coal and petroleum), precious stones, industrial rocks and building stones within the meaning of the Act and a prescribed substance within the meaning of the Atomic Energy Act 1945;

**Minister** means the Minister of Energy and Resources;

**Ministry** means the Ministry of Business, Innovation and Employment;

**Newly available acreage** has the meaning provided in clause 3.5 of the Minerals Programme for Minerals (Excluding Petroleum) 2008;

**Petroleum** means:

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

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

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

**Rangitāne o Manawatu** has the meaning set out in clause 8.5 of the Deed of Settlement; and

**Secretary** means the chief executive of the Ministry of Business, Innovation and Employment.



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**5: PROTOCOLS: CROWN MINERALS PROTOCOL**

<p><b>ATTACHMENT A</b> <b>CROWN MINERALS PROTOCOL AREA</b></p>
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**Insert Map Here**

5: PROTOCOLS: CROWN MINERALS PROTOCOL

ATTACHMENT B

SUMMARY OF THE TERMS OF ISSUE

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

**1. Amendment and cancellation**

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

**2. Noting**

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

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

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

but the addition:

2.1.3 is for the purpose of public notice only; and

2.1.4 does not amend the minerals programmes for the purposes of the Crown Minerals Act 1991 (section 26)

**3. Limits**

3.1 This Crown Minerals Protocol does not:

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

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a protocol to, or interacting or consulting with, anyone the Crown considers appropriate, including any iwi, hapu, marae, whanau, or representative of tangata whenua (section 23); or

3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of Rangitāne o Manawatu or a representative entity (section 23); or

3.1.3 grant, create or provide evidence of an estate or interest in, or rights relating to Crown minerals (section 26).

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

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**5: PROTOCOLS: CROWN MINERALS PROTOCOL**

**4. Breach**

- 4.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce this Crown Minerals Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 24).
- 4.2 A breach of this Crown Minerals Protocol is not a breach of the Deed of Settlement (clause 5.13).

## 6 ENCUMBRANCES

6: ENCUMBRANCES

Pukepuke Lagoon – Right of Way Easement – Refer Clause 5.14.2(a)

**HER MAJESTY THE QUEEN**

**TRUSTEES OF  
THE RANGITĀNE O MANAWATU SETTLEMENT TRUST**

---

**DEED GRANTING A RIGHT OF WAY OVER  
PART OF  
PUKEPUKE LAGOON CONSERVATION  
AREA**

---

6: ENCUMBRANCES

This Deed is made

2013

**BETWEEN**

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

**AND**

**[NAMES of the trustees of the Rangitāne o Manawatu Settlement Trust]**  
(the **Grantee**)

**BACKGROUND**

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

**TERMS OF THIS DEED**

**1 Grant Right of Access**

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- 1.1 Under clause 5.14.21a of the Deed of Settlement dated [ ] between the Grantor and Rangitāne o Manawatu (the "Deed of Settlement") and section [ ] of the Rangitāne o Manawatu Claims Settlement Act [ ] the Grantor grants to the Grantee a right of way over the Easement Area and that right of way shall be forever appurtenant to the Grantee's Land. The Easement Area is shown as "A" on deed plan OTS-182-03 and indicated "A" on the diagram attached (subject to survey). The rights and obligations implied in easements by the 5<sup>th</sup> Schedule to the Property Law Act 2007 and the Fourth Schedule to the Land Transfer Regulations 2002 apply to this easement **EXCEPT** to the extent set out in this easement.

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**6: ENCUMBRANCES**

**2 Rights and Obligations**

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- 2.1 The Grantee has the right to pass and re-pass at all times, with or without vehicles, along the Easement Area to give the Grantee access to the Grantee's Land.
- 2.2 The Grantee will not cut down or damage any vegetation; or damage any natural feature or historic resource on the Easement Area; or light any fire on the Easement Area without the prior consent of the Grantor.
- 2.3 Subject to clauses 2.4 to 2.8, the Grantee has the right, at the cost of the Grantee, to repair, maintain and upgrade the track on the Easement Area.
- 2.4 The Grantee will at its cost:
- (a) keep the Easement Area in good order, condition and repair; and
  - (b) keep the Easement area in a clean and tidy condition.
- 2.5 The Grantee must obtain the Grantor's prior written agreement before carrying out any repair, maintenance or upgrade to the track on the Easement Area. The Grantee must comply with any conditions of the Grantor's consent.
- 2.6 Neither party may incur expense or enter into any obligation on the other's behalf.
- 2.7 The Grantee must ensure that all machinery, tools and equipment used to maintain, repair or upgrade the easement, must be steamed cleaned and weed free prior to being taken onto the Easement Area.
- 2.8 The Grantee must ensure that all gravel and other materials used to maintain, repair or upgrade the Easement Area are from a weed free source.
- 2.9 The Grantee shall not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 2.10 The Grantee will not store hazardous materials on the Easement Area nor store other materials on the Easement Area where they may obstruct or create a nuisance.
- 2.11 The Grantee will not erect, nor place any structures on, under or over the Easement Area without the prior consent of the Grantor.
- 2.12 The Grantee will exercise the rights granted by this easement in a safe and reliable manner and must comply with the Health and Safety in Employment Act 1992 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this easement.

**3 Grantee's Acknowledgements**

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- 3.1 The Grantee acknowledges that, despite this Deed:
- (a) The Grantor reserves full and unrestricted rights and interests in respect of the Grantor's Land and the Easement Area; and

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**6: ENCUMBRANCES**

- (b) For as long as the Grantor's Land remains subject to the Conservation Act 1987 the Grantor and members of the public have full and unencumbered access to pass and re-pass at all times across and along the Easement Area.

**4 Dispute Resolution**

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- 4.1 If a dispute arises between the parties in connection with this easement the parties will, without prejudice to any other rights or entitlements they may have attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.

**5 Notices**

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- 5.1 Any notices to be given by one party under this Deed to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:
- (a) the Grantee's address as set out in paragraph 1 of the First Schedule; and
- (b) the Grantor's address as set out in paragraph 2 of the First Schedule.
- 5.2 Any notice posted shall be deemed to be served:
- (a) In the case of post, three (3) working days after the date of posting;
- (b) In the case of personal delivery, on the date of delivery.

**6 Severability**

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

**7 Delegation**

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

**8 Definitions and Interpretation**

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- 8.1 In this Deed, unless the context otherwise requires:
- “Deed” means this deed;

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**6: ENCUMBRANCES**

**“Easement Area”** means that part of the Grantor’s Land over which the right of way under this Deed is granted and which is shown as [*“A” on deed plan OTS-182-03 and indicated “A” on the diagram attached (subject to survey)*];

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

**“Grantee’s Land”** means Pukepuke Lagoon Conservation Area [*as shown on deed plan OTS-182-14 (subject to survey)*];

**“Grantor”** also includes any other owners from time to time of the Grantor’s Land; and

**“Grantor’s Land”** means [*Part Section 2 SO 428401 (subject to survey)*].

8.2 In the interpretation of this Deed unless the context otherwise requires:

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

INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR RATIFICATION PURPOSES

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6: ENCUMBRANCES

**Execution**

Signed by [name and position] )  
Pursuant to a written delegation dated )  
from the Minister of Conservation )

In the presence of:-

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

**Signed** by the Trustees of the Rangitāne o Manawatu Settlement Trust as **GRANTEE**: \_\_\_\_\_

in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
City/town of residence

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**6: ENCUMBRANCES**

**First Schedule**

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

The Trustees of the Rangitāne o Manawatu Settlement Trust  
C/- Tanenuiarangi Manawatu Incorporated  
140-148 Maxwells Line  
P O Box 1341  
Palmerston North 4440

2. The Grantor's address for notices under this clause is as follows:  
[to insert]

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6: ENCUMBRANCES

Pukepuke Lagoon – Right of Way Easement – Refer Clause 5.14.2(b)

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

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

LANDCORP FARMING LIMITED

Grantee

[TRUSTEES OF RANGITĀNE O MANAWATU SETTLEMENT TRUST]

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

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

Schedule A Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Land (Computer Register)	Dominant Land (Computer Register) or in gross
Right of Way	Areas A, B and G on Deposited Plan 70916 and areas D and H on Survey Office Plan 428401	229505	In gross

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

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

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

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**6: ENCUMBRANCES**

**Annexure Schedule A**

**1. Rights and powers**

1.1 The Grantor grants the Grantee the full free uninterrupted and unrestricted right, liberty and privilege for the Grantee and its licensees and invitees from time to time and at all times by day and by night (except where the right of way or any part thereof is closed as provided below) to go, pass and repass on foot and with vehicles over and along the stipulated area ("right of way").

**2. Terms and Conditions**

2.1 The Grantor may secure and restrict the access to right of way "H" by placing padlocked gates at the locations shown as "P" and "Q" on Survey Office plan 428401 as follows:

2.1.1 the Grantor may issue keys and padlocks for its own use;

2.1.2 the Grantee will, at the Grantor's request, issue keys and padlocks (to be inserted into the chains in a manner that allows the gates to be unlocked and relocked) for the use of the Grantee and its licensees and invitees; and

2.1.3 the Grantee will, if requested by the Grantor, control access to right of way "H" by its licensees and invitees through the issue of keys and padlocks under clause 2.1.2.

2.2 No person shall carry any firearm on or within 100 metres of the right of way or take or have in their charge for hunting purposes any dog on the right of way.

2.3 No person shall:

2.3.1 Light any fire on or adjacent to the right of way.

2.3.2 Take or ride or have in their charge any horse on the right of way.

2.3.3 Unless permitted by the Grantor, take or have in their charge on the right of way any dog for which an authority in terms of clause 2.2 above has not been given.

2.3.4 Enter or remain on the right of way or any part of the right of way that is for the time being closed by agreement between the parties.

2.3.5 Discharge or shoot any firearm across or on or within 100 metres of the right of way.

2.3.6 Wilfully damage or remove any crop, pasture, tree or plant (other than a plant that is a noxious plant in the district or area within which the right of way is situated) growing on or adjacent to the right of way.

2.3.7 Lay any poison or set any snare or trap on or adjacent to the right of way.

2.3.8 Wilfully damage or interfere with any pole, marker, indicator, stile, fence, gate, bridge, shelter, notice or other amenity on or adjacent to the right of way or entrance to the right of way.

2.3.9 Wilfully damage the right of way or any of the adjoining lands or any structure or any plant situated thereon.

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**6: ENCUMBRANCES**

- 2.3.10 Wilfully interfere with or disturb or damage any livestock being pastured on or adjacent to the right of way.
- 2.3.11 Wilfully endanger, disturb or annoy any user of the right of way.
- 2.4 The cost of any maintenance of the right of way shall be borne by each party according to use.
- 2.5 Subject to the preceding clauses neither party shall do anything that prevents or interferes with the rights and passage over and along the right of way or interferes with the Grantor's normal farming activities.
- 2.6 Notwithstanding the provisions of clause 2.4, if any repair or maintenance is rendered necessary by the act, neglect or default of either party or their licensees or invitees, then such party shall promptly carry out such repair and maintenance and bear the cost of the work.
- 2.7 If either party neglects or refuses to carry out or pay for works required in respect of the right of way and reasonable agreement cannot be reached between them on the issue, then the party willing to proceed may serve notice on the other party requiring that party to join in or pay for the work and if after the expiry of twenty-one days from the delivery of the notice the party in default refuses to join in or pay for the work, then the party willing to proceed may carry out and pay for the work and the party in default shall be liable to pay its share of the cost of the work and the same may be recoverable by action at law as a liquidated debt.
- 2.8 If the Grantor or the Grantee desire to upgrade the right of way for the convenience of its servants, agents and lawful visitors then it shall first obtain the approval in writing from the other party and then proceed to carry out such works and future maintenance of those works at its own cost.
- 2.9 Any dispute or difference which may arise as to the liability of either the Grantor or the Grantee or the construction or interpretation of the grants herein shall be determined by arbitration in accordance with the provisions of the Arbitration Act 1996 or any Act passed in substitution or amendment and this clause shall be deemed to be a submission within the meaning of that Act.

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES**

---

**6: ENCUMBRANCES**

**SIGNED** for and on behalf of  
the Grantor **LANDCORP FARMING  
LIMITED** by its attorneys—

\_\_\_\_\_  
Name of attorney

\_\_\_\_\_  
Signature of Attorney

\_\_\_\_\_  
Name of attorney

\_\_\_\_\_  
Signature of Attorney

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

**SIGNED** for and on behalf of the  
Grantee by:  
**[INSERT NAME OF TRUSTEE]**

**SIGNED** for and on behalf of the  
Grantee by:  
**[INSERT NAME OF TRUSTEE]**

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR RATIFICATION PURPOSES**

**6: ENCUMBRANCES**

**Pukepuke Lagoon – Variation of Easement – Refer Clause 5.14.2(c)**

Approved by Registrar-General of Land under No. 2002/6057

**Easement variation instrument to vary easement, *profit ā prendre*, or land covenant**

*Sections 90C and 90F, Land Transfer Act 1952*

**Land registration district**

Wellington

**Grantor**

HER MAJESTY THE QUEEN acting by and through the Director of the Government Communications Security Bureau

**Grantee**

HER MAJESTY THE QUEEN acting by and through the Minister of Conservation

**Variation\* of easement, *profit ā prendre*, or covenant**

The terms, covenants, or conditions contained in the easement(s), *profit(s) ā prendre*, or covenant(s) set out in Schedule A are **varied, negated, or added to** as set out in Annexure Schedule 1.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

**Attestation**

[ _____ ]  Director, Government Communications Security Bureau	Signed in my presence by the Grantor
	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed)  Witness name  Occupation  Address
Signature [common seal] of Grantor	



INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR RATIFICATION PURPOSES

6: ENCUMBRANCES

Approved by Registrar-General of Land under No. 2002/6057

**Annexure Schedule 1**

Easement variation Dated  Page  of  pages  
Instrument

**Schedule A**

*(Continue in additional Annexure Schedule if required)*

Nature of easement, profit, or covenant	Unique identifier (Document number)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
<b>Right of Way</b>	<b>B212575.3</b>	<b>WN40C/379</b>	<b>In gross</b>

**Variation of terms, covenants or conditions**

*(Continue in additional Annexure Schedule if required)*

Easement instrument B212575.3, as it relates to the land described as Lot 1 DP 70917, is varied by inserting the following sentence in the first sentence of the proviso at the end of clause 4(c) of the Easement Instrument:

*“The term shall include all invitees of the trustees of the Rangitāne o Manawatu Settlement Trust.”*

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



**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES**

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**6: ENCUMBRANCES**

<b>“Covenant”</b>	means this Deed of Covenant made under section 27 of the Conservation Act 1987.
<b>“Director-General”</b>	means the Director-General of Conservation.
<b>“Fence”</b>	includes a gate.
<b>“Fire Authority”</b>	means a fire authority as defined in the Forest and Rural Fires Act 1977.
<b>“Land”</b>	means the land described in Schedule 1.
<b>“Minerals”</b>	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
<b>“Minister”</b>	means the Minister of Conservation.
<b>“Natural Water”</b>	includes water contained in streams the banks of which have, from time to time, been re-aligned.
<b>“Owner”</b>	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
<b>“Working Days”</b>	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES**

---

**6: ENCUMBRANCES**

**2 OBJECTIVES OF THE COVENANT**

- 2.1 The Land must be managed:
- 2.1.1 for Conservation Purposes;
  - 2.1.2 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

**3 IMPLEMENTATION OF OBJECTIVE**

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock;
  - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
  - 3.1.3 the planting of any species of tree, shrub or other plant;
  - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
  - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
  - 3.1.6 any cultivation, earth works or other soil disturbances;
  - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
  - 3.1.8 the damming, diverting or taking of Natural Water;
  - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
  - 3.1.10 any other activity which might have an adverse effect on the Conservation Values;
  - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
  - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
  - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES**

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**6: ENCUMBRANCES**

- 3.2.3 keep the Land free from exotic tree species;
  - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
  - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;
  - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
  - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

**4 PUBLIC ACCESS**

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

**5 THE MINISTER'S 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.
  - 5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.
- 5.2 The Minister may:
  - 5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;
  - 5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES**

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**6: ENCUMBRANCES**

**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.

**8 OBLIGATIONS ON SALE OF LAND**

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

**9 CONSENTS**

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

**10 MISCELLANEOUS MATTERS**

**10.1 Rights**

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

**10.2 Trespass Act:**

- 10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise.
- 10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

**10.3 Registration**

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

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES**

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**6: ENCUMBRANCES**

**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.

**10.5 Fire**

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

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

10.5.2.1 requested to do so; or

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

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

**11 DEFAULT**

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

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

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

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

11.2.1 advise the defaulting party of the default;

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

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

**12 DISPUTE RESOLUTION PROCESSES**

12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES**

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**6: ENCUMBRANCES**

**12.2 Mediation**

12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties.

12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

**12.3 Failure of Mediation**

12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.

12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

**13 NOTICES**

13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

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

(a) in the case of personal delivery, on the date of delivery;

(b) in the case of pre-paid post, on the third working day after posting;

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

13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

**14 SPECIAL CONDITIONS**

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

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

INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES

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6: ENCUMBRANCES

**Executed as a Deed**

Signed by \_\_\_\_\_ as )

Owner in the presence of : )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

Signed by [name and position] )

Pursuant to a written delegation dated )

from the Minister of Conservation )

In the presence of:-

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES**

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**6: ENCUMBRANCES**

**SCHEDULE 1**

*Description of Land:*

2 ha approximately of Part Section 6 Blk VII Gorge Survey District

*Conservation Values to be protected:*

Vegetation on Wharite varies with altitude. Lower down it is a mix of podocarps (rimu, miro, matai), and mountain and red beech. Higher up the cloudy conditions favour the dense growth of leatherwood (tupare), and Wharite forms part of the largest unbroken expanse in the country. The understory is rich in ferns and small trees and shrubs like horopito, rangiora and mahoe. Wharite is part of the 95,000 ha continuum of forest that forms Ruahine Forest Park.

This conservation covenant is designed to protect the notable conservation values outlined above. The context of the covenant is wider than the transfer area and should include the 95,000ha, which makes up Ruahine Forest Park.

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
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**6: ENCUMBRANCES**

**SCHEDULE 2**

**Address for Service**

The address for service of the Owner is:

The address for service of the Minister is:

[to insert]

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES**

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**6: ENCUMBRANCES**

**SCHEDULE 3**

**Special Conditions**

INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
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---

6: ENCUMBRANCES

**GRANT** of

Certified correct for the purposes of the  
Land Transfer Act 1952

Solicitor for the Minister of  
Conservation

**CONSERVATION COVENANT**

Under section 27 of the  
Conservation Act 1987

---

to

**MINISTER OF CONSERVATION**

---

Legal Services

Department of Conservation

## 7 RELATIONSHIP AGREEMENT

THIS RELATIONSHIP AGREEMENT IS MADE BETWEEN

The Ministry for the Environment

AND

Rangitāne o Manawatu

AND

The Trustees of the Rangitāne o Manawatu Settlement Trust (Governance Entity)

### 1. BACKGROUND

1.1 Rangitāne o Manawatu, the trustees of the Rangitāne o Manawatu Settlement Trust and the Crown are parties to the Deed of Settlement which provides for the entry, by the Ministry and Rangitāne o Manawatu into this relationship agreement.

### 2. PURPOSE OF RELATIONSHIP AGREEMENT

2.1 This relationship agreement formalises the relationship between the Ministry and Rangitāne o Manawatu and sets up a framework to enable the parties to establish and maintain a constructive working relationship.

### 3. RELATIONSHIP AGREEMENT AREA

3.1 This relationship agreement applies to the Area of Interest.

### 4. TERMS OF ISSUE

4.1 This relationship agreement is:

4.1.1 issued under:

(a) Clause 5.25 of the Deed of Settlement; and

(b) Section [number] of the Settlement Legislation; and

4.1.2 subject to the Deed of Settlement.

### 5. COMMUNICATION

5.1 The Ministry will seek to establish and maintain effective and efficient communication with the Rangitāne o Manawatu on a continuing basis by:

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

5.1.2 Providing a primary Ministry contact.

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES**

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**7: RELATIONSHIP AGREEMENT**

**6. RELATIONSHIP MEETINGS**

- 6.1 The parties agree that the representatives of the Governance Entity and representatives of the Ministry will participate in a biennial relationship meeting, lasting no longer than one day.
- 6.2 Before each meeting, representatives of the Governance Entity and the Ministry will agree administrative arrangements for the meeting(s). The agenda for each meeting will be agreed between the parties no later than ten (10) working days before the meeting. Standard agenda items may include:
- 6.2.1 Discussion of local authority performance in the Area of Interest in implementing Te Tiriti o Waitangi/The Treaty of Waitangi provisions in the Resource Management Act 1991;
- 6.2.2 Any opportunities to enhance that performance which are within the scope of the Ministry's role; and
- 6.2.3 Any other matters of mutual interest.
- 6.3 The Ministry surveys all New Zealand councils (regional territorial and unitary) every two years regarding their Resource Management Act 1991 processes. Before each biennial meeting the Ministry will provide the Governance Entity with the most recent published information from the survey for discussion at the meeting as it related to the performance of the local authorities in the Area of Interest.
- 6.4 Each party will meet their own costs and expenses of its representatives attending relationship meetings.
- 6.5 The first relationship meeting will happen within three months of being requested by Rangitāne o Manawatu.
- 6.6 The parties may agree in writing to vary or terminate the above provisions.

**7. OFFICIAL INFORMATION**

- 7.1 The Ministry is subject to the requirements of the Official Information Act 1982.
- 7.2 The Ministry and the Minister may be required, in accordance with the Official Information Act 1982, to disclose information that relates to this relationship agreement (eg relationship meeting minutes) that either the Ministry or the Minister holds.

**8. LIMITS OF RELATIONSHIP AGREEMENT**

- 8.1 This relationship agreement does not:
- 8.1.1 Restrict the Ministry, the Minister or the Crown from exercising its powers or performing its functions and duties in good faith and in accordance with the law and government policy including:
- (a) introducing legislation;
- (b) changing government policies; or

**INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR RATIFICATION PURPOSES**

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**7: RELATIONSHIP AGREEMENT**

- (c) issuing a similar relationship document to or interacting or consulting with any one the Crown considers appropriate including any iwi, hapu, marae, whanau or representatives of tangata whenua.

8.1.2 Restrict the responsibilities of the Ministry or Minister or the legal rights of Rangitāne o Manawatu.

8.2 A breach of this relationship agreement is not a breach of the Deed of Settlement.

**9. DEFINITIONS**

9.1 In this Relationship Agreement, unless the context otherwise requires:

9.1.1 **Area of Interest** has the meaning given to that term in the Deed of Settlement;

9.1.2 **Deed of Settlement** means the Deed of Settlement entered into between the Crown and Rangitāne o Manawatu dated [            ];

9.1.3 **Minister** means the Minister for the Environment;

9.1.4 **Ministry** means the Ministry for the Environment, and, where the context allows, includes the Minister and the Ministry managers to whom the Minister's decision-making powers can be delegated.

**SIGNED** by the **Ministry for the Environment**  
in the presence of:

\_\_\_\_\_

Name:

Occupation:

Address:

**SIGNED** for and on behalf of **Rangitāne o Manawatu**  
and the **Rangitāne o Manawatu Settlement Trust**  
by the trustees of the Rangitāne o Manawatu  
Settlement Trust in the presence of:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

## 8 LEASES FOR LEASEBACK PROPERTIES

### A. AWATAPU COLLEGE

**MEMORANDUM OF LEASE** dated [            ]

**Lessor**            The Trustees of the Rangitāne O Manawatu Settlement Trust

**Lessee**            The Sovereign In Right Of New Zealand acting by and through the Secretary for  
Education

A     The purpose of this Lease is to give effect to the signed Deed of Settlement between Rangitāne o Manawatu and the Crown, under which the parties agreed to sell the Land to the Trustees of the Rangitāne o Manawatu Trust and lease it back to the Crown.

B     The Lessor owns the Land described in Item 1 of Schedule A.

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

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

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

**SIGNED** on behalf of the **Lessor**  
by the trustees of the Rangitāne o Manawatu Settlement  
Trust in the presence of:

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Address

**SIGNED** on behalf of the **Lessee** by  
[            ] in the presence of:

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Authorised signatory

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Authorised signatory

\_\_\_\_\_  
Address

INITIALLED DOCUMENTS SCHEDULE FOR PRESENTATION TO RANGITĀNE O MANAWATU FOR  
RATIFICATION PURPOSES

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8: LEASES

**SCHEDULE A**

**ITEM 1 THE LAND**

*[insert full legal description – note that improvements are excluded]*

**ITEM 2 START DATE**

[Insert start date].

**ITEM 3 ANNUAL RENT**

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

**ITEM 4 TERM OF LEASE**

21 Years.

**ITEM 5 LESSEE OUTGOINGS**

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

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

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

5.1 Maintenance of car parking areas.

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

**ITEM 6 PERMITTED USE**

The Permitted Use referred to in clause 9.

**ITEM 7 RIGHT OF RENEWAL**

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

**ITEM 8 RENT REVIEW DATES**

[Date] and 7 yearly after that Date.

**ITEM 9 LESSEE'S IMPROVEMENTS**

As defined in clause 1.9 and including the following existing improvements: *[List all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the*



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

*The Lender acknowledges that before it advanced monies to the Lessor under a security (“the Security”) given by the Lessor over the Land described in the Schedule to the Lease attached to this Notice) it had notice of and agreed to be bound by the provisions of clause 16.6 of the Lease and that in particular it agrees that despite any provision of the Security to the contrary and regardless of how any Lessee’s Improvement is fixed to the Land it:*

- (i) *will not claim any security interest in any Lessee’s Improvement (as defined in the Lease) at any time; and*
- (ii) *acknowledges that any Lessee’s Improvements remain the Lessee’s property at all times.*

SCHEDULE

[ ]

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[Form of execution by Lender]

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[Date]

**SCHEDULE B**

**1 Definitions**

1.1 The term “Lessor” includes and binds:

- (a) The persons executing this Lease as Lessor; and
- (b) Any Lessor for the time being under the Lease; and
- (c) All the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term “Lessee” includes and binds:

- (a) The person executing this Lease as Lessee; and
- (b) All the Lessees for the time being under the Lease; and

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- (c) All the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.
- 1.3 “Business Day” means a day that is not:
- (a) A Saturday or Sunday; or
  - (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, and Labour Day; or
  - (c) A day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
  - (d) The days observed as the anniversaries of the provinces of **[Auckland]** **[and]** Wellington.
- 1.4 “Crown” has the meaning given in section 2(1) of the Public Finance Act 1989.
- 1.5 “Crown Body” means:
- (a) A Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
  - (b) A State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and
  - (c) The New Zealand Railways Corporation; and
  - (d) A company or body that is wholly owned or controlled by one or more of the following:
    - (i) The Crown;
    - (ii) A Crown entity;
    - (iii) A State enterprise;
    - (iv) the New Zealand Railways Corporation; and
  - (e) A subsidiary of, or related company to, a company or body referred to in clause 1.5(d).
- 1.6 “Department” has the meaning given in section 2 of the Public Finance Act 1989.
- 1.7 “Education Purposes” means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 “Legislation” means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.9 “Lessee’s Improvements” means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether

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before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.

- 1.10 “Lessee’s property” includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 “Maintenance” includes repair.
- 1.12 “Public Work” has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 “Sublet” and “Sublease” include the granting of a licence to occupy the Land or part of it.

**2 Payment of Annual Rent**

- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at 6.25% of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

**3 Rent Review**

When a party initiates the rent review process as set out in clause 3.5:

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6.25% of the lesser of:
  - (a) The Current Market Value of the Land as a School Site, as defined in clause 3.2; or
  - (b) The Nominal Value being:
    - (i) During the initial Term: a value based on 3.5% growth per annum of the Transfer Value of the Land; or
    - (ii) For subsequent Terms: a value based on 3.5% growth per annum of the reset Nominal Value as calculated in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.
- 3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:
  - (a) At the start date of every new Term; and
  - (b) At any Rent Review Date where the Nominal Value has been consistently either higher than the market value for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the market value for the three consecutive Rent Review Dates or Lease renewal dates.

**8: LEASES**

3.5 The rent review process will be as follows:

- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.
- (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
- (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer's certificate.
- (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
  - (i) By one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
  - (ii) If the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.

**8: LEASES**

- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The rent review provisions may be varied by the parties by agreement and must be recorded in a variation of this Lease.

**4 Payment of Lessee Outgoings**

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

**5 Valuation Roll**

Where this Lease is registered under section 115 of the Land Transfer Act 1952 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

**6 Utility Charges**

- 6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.
- 6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.
- 6.3 If required to do so by the Lessor or any territorial or local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

**7 Goods and Services Tax**

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease. If the Lessee fails to pay any GST demanded under this clause the Lessee shall be liable for any penalty incurred by the Lessor as a result of the Lessee's default.

**8 Interest**

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

**8: LEASES**

**9 Permitted Use of Land**

The Land may be used for Education Purposes, and/or any other Public Work, including any lawful secondary or incidental use.

**10 Designation**

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease.

**11 Compliance with Law**

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

**12 Hazards**

12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.

12.2 Subject to clause 13.1, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

**13 Damage or Destruction**

13.1 If as the result of a natural event the Land is destroyed, altered or damaged so significantly that it is no longer suitable for the Permitted Use, then the Term will immediately terminate, provided that any termination under this clause will be without prejudice to the rights of either party against the other.

13.2 If the Land is damaged or altered but not so significantly that it is no longer suitable for the Permitted Use the parties may renegotiate in good faith the Annual Rent payable under this Lease and may agree to suspend the parties' obligations under this Lease for an agreed period.

**14 Contamination**

14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.

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

14.3 As soon as the Lessee becomes aware of any Contamination on or about the Land, the Lessee shall provide that information to the Lessor.

14.4 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

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**15 Easements**

- 15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.
- 15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.
- 15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

**16 Lessee's Improvements**

- 16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the sale of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.
- 16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.
- 16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.
- 16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.
- 16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- 16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.

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16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent provided that the Lessee reinstates the Land to a tidy and safe condition which is free from contamination in accordance with clause 14.

16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

**17 Rubbish Removal**

The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.

**18 Signs**

The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.

**19 Insurance**

19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.

19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

**20 Fencing**

20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.

20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

**21 Quiet Enjoyment**

21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.

21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

**22 Assignment**

22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:

(a) Any Department or Crown Body; or

(b) Any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

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**8: LEASES**

- 22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).
- 22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.
- 22.4 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

**23 Subletting**

The Lessee may without the Lessor's consent sublet to:

- (a) Any Department or Crown Body; or
- (b) Any other party provided that the sublease complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

**24 Occupancy by School Board of Trustees**

- 24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education Act 1989 and otherwise consistent with this Lease.
- 24.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.
- 24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education Act 1989 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

**25 Lessee Break Option**

The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

**26 Breach**

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

**8: LEASES**

**27 Notice of Breach**

- 27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:
- (a) By paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
  - (b) By undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
  - (c) By paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.
- 27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

**28 Renewal**

- 28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed in perpetuity every 21 years beginning with the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the current Lease Term that it does not wish the Lease to be renewed.
- 28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of renewal, provided that either party may initiate the rent review process in accordance with clause 3.

**29 Right of First Refusal for Lessor's Interest**

- 29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice (Lessor's Notice) to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.
- 29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor (Lessee's Notice) accepting the offer contained in the Lessor's Notice.
- 29.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.
- 29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee

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and clauses 29.1 to 29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.

- 29.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

**30 Entire Agreement**

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

**31 Disputes**

The parties will try to resolve all disputes by negotiations in good faith. If negotiations are not successful, the parties will refer the dispute to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before arbitration) in accordance with the Arbitration Act 1996.

**32 Service of Notices**

- 32.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

The Secretary for Education  
Ministry of Education  
PO Box 1666  
WELLINGTON 6011

- 32.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

C/- Tanenuiarangi Manawatu Incorporated  
140-148 Maxwells Line  
PO Box 1341  
PALMERSTON NORTH 4440

- 32.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

**33 Registration of Lease**

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 1952. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

**34 Costs**

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.

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LESSOR:

THE TRUSTEES OF THE RANGITĀNE O MANAWATU SETTLEMENT TRUST

LESSEE:

THE SOVEREIGN IN RIGHT OF NEW ZEALAND

acting by and through the Secretary for Education

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MEMORANDUM OF LEASE

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THE SECRETARY FOR EDUCATION  
MINISTRY OF EDUCATION  
NATIONAL OFFICE  
WELLINGTON



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**8: LEASES**

**SCHEDULE A**

**ITEM 1 THE LAND**

All the land specified and described in Schedule C.

**ITEM 2 THE COMMENCEMENT DATE**

The Commencement Date of this Lease shall be the                      day of                      20[ ].

**ITEM 3 ANNUAL RENTAL**

The Annual Rental payable at the Commencement Date is [amount] payable by equal instalments in advance on the first day of each and every month commencing on the Commencement Date and monthly thereafter during the continuance of the Term.

**ITEM 4 TERM OF LEASE**

**4.1 Initial Term**

10 years from the Commencement Date.

**4.2 Renewal Term**

The Lessee shall have a perpetual right of renewal for further terms of 10 years each provided however the Lessee may during any Renewal Term terminate its interest under this Lease on the giving of 24 months' prior written notice to the Lessor at any time during the Renewal Term.

**ITEM 5 LESSEE OUTGOINGS**

5.1 Rates, levies, charges, assessments, duties or fees payable to any local, territorial, governmental and any other statutory authority excluding only taxes and/or other charges levied against the Lessor in respect of its ownership and interest in the Land.

5.2 Charges for water, gas, electricity, telephones and other utilities or services.

5.3 Rubbish collection charges.

5.4 All costs associated with the repair, maintenance or replacement of any fencing on the Land, subject however to clause 2.10 of Schedule B.

**ITEM 6 PERMITTED USE**

For the general purposes of the New Zealand Defence Force (including but not limited to housing or designation for defence purposes issued by the Minister of Defence applying to the Land), and/or for such other use or uses as the Lessee in its sole discretion determines.

**ITEM 7 RIGHTS OF RENEWAL**

Perpetual rights to renew for further terms of 10 years each.

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**ITEM 8 RENT REVIEW DATES**

On the tenth anniversary of the Commencement Date and on each date which is the tenth anniversary of the previous Rent Review Date.

**ITEM 9 LESSOR'S IMPROVEMENTS**

Nil.

**ITEM 10 LESSEE'S IMPROVEMENTS**

Lessee's Improvements shall mean all improvements on the Land of any kind whatsoever as at the Commencement Date of this Lease and any time after that, which shall include but not be limited to buildings, underground infrastructure, infrastructure in relation to services, sealed yards, paths, landscape structures, fences and other like property of any kind whatsoever constructed or placed on the Land by the Lessee or any agent of the Lessee prior to or after the commencement of this Lease. The Lessee's Improvements include in particular those buildings listed in Schedule D attached.

**ITEM 11 CLAUSE 3.05(b) CHARGEHOLDER'S NOTICE**

To: [The Lessor]  
(hereafter called "**the Lessor**")

And to: [The Lessee]  
(hereafter called "**the Lessee**")

From: [Mortgagee/Chargeholder]  
(hereafter called "**the Lender**")

The Lender acknowledges that prior to the date it advanced monies to the Lessor under a security ("**the Security**") given by the Lessor over the land described in the Schedule below ("**the Land**") it had notice of and agreed to be bound by the provisions of this Lease including in particular clause 3.05(b) and (c) of the Lease of the Land and that in particular it agrees that despite any provision of the Security to the contrary and irrespective of how any Lessee's Improvement is annexed to the Land it:

- (a) will not claim any security interest in any Lessee's Improvements placed on the Land prior to or after the commencement date of the Security;
- (b) will at all times acknowledge that any Lessee's Improvements shall remain the property of the Lessee at all times during the continuance of the Lease;
- (c) agrees that this acknowledgement is irrevocable.

**ITEM 12 ADDRESS FOR SERVICE**

Lessor: **[RANGITĀNE O MANAWATU PSGE]**

AUCKLAND  
Attn: General Manager

Facsimile:

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Lessee: **CHIEF OF DEFENCE FORCE**  
New Zealand Defence Force  
Freyberg House  
2/12 Aitken Street  
WELLINGTON

Facsimile: (04) 496-0006

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**SCHEDULE B**

**PART I - PRELIMINARY**

**1.00 DEFINITIONS AND INTERPRETATION**

**1.01** In this Lease:

(a) The expression "**the Lessor**" shall include and bind:

- (i) the persons executing this lease as Lessor; and
- (ii) any Lessor for the time being under it; and
- (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally.

(b) The expression "**the Lessee**" shall include and bind:

- (i) the person executing this lease as Lessee;
- (ii) all the Lessees for the time being under it; and
- (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessee and if more than one jointly and severally;

and the expression "**the Lessee**" shall where the context requires include the Lessee's agents, personnel, contractors and invitees and any person on the Land under the control or direction of the Lessee.

(c) Words importing the singular or plural number shall include the plural or singular number respectively.

**1.02** "**Authorities**" means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the Land or its use.

**1.03** "**Block**" means each part of the Land described separately in Schedule C.

**1.04** "**Crown Body**" means the Crown (whether acting through a Minister or otherwise), a Crown entity (as defined in section 7(1) of the Crown Entities Act 2004), a Department, a State Enterprise (as defined in section 2 of the State Owned Enterprises Act 1986), or any company or body which is wholly owned or controlled by any one or more of the following, the Crown, a Crown Entity or a State Enterprise (and includes a subsidiary of or a related company to a company or body referred to in this clause, and the New Zealand Railways Corporation).

**1.05** "**Contaminated land**" has the same meaning given to that term under section 1 of the Resource Management Act 1991.

**1.06** "**Deed of Settlement**" means the Deed of Settlement entered into by Rangitāne o Manawatu, [Rangitāne o Manawatu PSGE] and Her Majesty the Queen in right of Her Government in New Zealand, which Deed is dated [ ].

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- 1.07** "**Existing Tenancies**" means all existing leases, licences and other occupancy agreements in respect of the Land, which are current as at the Commencement Date of this Lease (if any).
- 1.08** "**Goods and Services Tax**" or "**GST**" means tax levied in accordance with the Goods and Services Tax Act 1985 ("**GST Act**") or any tax in the nature of a Goods and Services Tax.
- 1.09** "**Government Work**" means a work or any intended work that is to be constructed, undertaken, established, managed, operated or maintained by or under the control of the Crown including any Crown entity as defined in the Crown Entities Act 2004 or any Minister of the Crown for any public purpose.
- 1.10** "**Initial Term**" means the initial term of the Lease which commences on the Commencement Date and expires 10 years from the Commencement Date.
- 1.11** "**Lease**" means, unless the context otherwise requires, this lease and any new lease or Renewal Term granted in renewal of it.
- 1.12** "**Lessee's Improvements**" shall mean all improvements on the Land as are specified in Item 10 of Schedule A.
- 1.13** "**Lessee's Outgoings**" means all outgoings which the Lessee is obliged to pay specified in Item 5 of Schedule A.
- 1.14** "**Linton Military Camp**" means that area commonly known as the Linton Military Camp located in Palmerston North, of which the Land comprises part.
- 1.15** "**Remediate**" means the investigation, clean-up, removal, abatement, disposal, control, contaminate, encapsulation or other treatment of Contaminated land.
- 1.16** "**Renewal Term**" means each renewal term of 10 years each.
- 1.17** "**Term**" means the Initial Term and any Renewal Term.
- 1.18** "**Working Day**" means any day other than a Saturday or Sunday, or statutory holiday, or anniversary holiday in Wellington or Auckland.
- 1.19** The terms "**Land**", "**Commencement Date**", "**Annual Rental**", "**Permitted Use**" and "**Rent Review Date**" shall have the meanings ascribed to them in Schedule A.
- 1.20** The term "**to sublet**" shall include the granting of a licence to occupy the Land or part thereof and "subletting" and "sublease" shall be construed accordingly.
- 1.21** References to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to or replacements of that statute or regulation, whether by subsequent statute, consolidation, re-enactment, substitution or otherwise.
- 1.22** A covenant not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- 1.23** Clause headings are inserted for reference only and shall not affect the interpretation of this Lease.

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- 1.24** Any reference in this Schedule B to any clause of this document shall be a reference to that clause within Schedule B, unless the context otherwise states i.e. refers specifically to an item or clause referred to in Schedule A of this document.

**PART II - LESSEE'S COVENANTS**

**2.00 LESSEE'S COVENANTS**

**2.01 PAYMENT OF ANNUAL RENT**

The Lessee shall pay the annual rent without deduction in the manner and at the times provided in Item 3 of Schedule A. All payments of rent during the Term shall be paid by direct bank payment or as the Lessor may direct.

**2.02 PAYMENT OF LESSEE OUTGOINGS**

- (a) The Lessee shall pay the Lessee Outgoings in respect of the Land which are specified in Item 5 of Schedule A direct to the creditors concerned and shall cause a separate rating assessment to issue in the name of the Lessee in respect of the Land.
- (b) The Lessee's liability to pay Lessee's Outgoings during the term of this Lease shall subsist until the end or earlier termination of this Lease.
- (c) If required by an Authority, the Lessee shall install and maintain at the Lessee's costs any meter or other measuring device necessary for the proper charging of the services, utilities or amenities supplied to or used by the Lessee on the Land.

**2.03 USE OF LAND**

The Lessee:

- (a) shall not, without the prior written consent of the Lessor first had and obtained, use the Land for any purpose other than the Permitted Use described in Item 6 of Schedule A; and
- (b) acknowledges that it has entered into this Lease in reliance on its own judgement and not in reliance on any representation or warranty by the Lessor regarding use of the Land.

**2.04 COMPLIANCE WITH LAW**

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

**2.05 AVOIDANCE OF DANGER**

The Lessee shall:

- (a) take all reasonable precautions to minimise any danger or hazard arising from any Lessee's use of the Land and shall not permit any goods of a dangerous nature to be stored or used on the Land unless stored and used in a manner which complies with all statutes,

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ordinances, regulations, bylaws and codes or standards in that regard, provided however any goods associated with defence purposes stored or used on the Land, shall not be regarded as being in breach of this clause;

- (b) at all material times keep in place written rules and procedures in order to comply with health and safety in employment requirements which the Lessee is obliged by law to comply with; and
- (c) comply with any obligations imposed on the Lessee under this Lease or by statute, regulation, bylaw or other laws relating to the use or occupation of the Land.

**2.06 MAINTENANCE OF LESSEE'S IMPROVEMENTS AND GROUNDS**

The Lessee shall be responsible, at the Lessee's own expense, for maintaining the Lessee's Improvements on the Land in such order, condition and repair during the continuance of this Lease as the Lessee requires having regard to the Lessee's use of the Lessee's Improvements, provided however the Lessee will not in any event allow any Lessee Improvement to become a danger or nuisance or to fall into a dilapidated or unsightly condition (other than temporarily so in the event of damage, and pending repair or removal) during the Term.

**2.07 NO LESSOR MAINTENANCE**

The Lessee acknowledges that the Lessor shall have no repair or maintenance obligations for any of the Lessee's Improvements on the Land unless the Lessor, or anyone under the Lessor's control, has caused any damage to the Lessee's Improvements in which case the Lessor shall remedy such damage.

**2.08 LESSEE'S FURTHER MAINTENANCE AND REPAIR OBLIGATIONS**

- (a) The Lessee shall punctually and at the Lessee's expense keep the Land clean and tidy, free and clear from all rubbish, noxious weeds and plants to the reasonable satisfaction of the Lessor and take any steps necessary to control any pest infestation occurring on or emanating from the Land.
- (b) The Lessee shall also take steps to keep the grounds comprised in the Land, in reasonable order and lawns mowed.

**2.09 INSURANCE**

The Lessee may elect at its own discretion as to whether it will insure any Lessee's Improvements on the Land, and if so against such risks as it also elects, to the intent that the Lessee may choose at its option to fully or partly self-insure, and whether to reinstate or not any damaged or destroyed Lessee's Improvements, subject to the Lessee's obligations contained in the provisos under clauses 2.06 and 2.15.

**2.10 FENCING**

The parties acknowledge that:

- (a) the Lessee may at its cost and expense fence any internal and/or external boundaries of the Land insofar as the Lessee deems it reasonably necessary for the purposes of the Permitted Use.

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- (b) notwithstanding, any other provision in this Lease, the Lessee will, at its cost, comply with any legislative obligations imposed on the owner of the Land during the Term of this Lease in regards to fencing.

**2.11 GST**

- (a) The Lessee shall pay to the Lessor or as the Lessor shall direct the GST (if any) payable by the Lessor in respect of the rental and other payments payable by the Lessee hereunder. The GST (if any) in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment (if any) shall be payable on demand, upon the provision in each case of a valid GST invoice for such payment;
- (b) If the Lessee fails to pay for any GST on the due date or when demanded under this clause after first receiving a valid GST invoice and having a reasonable period within which to make payment, the Lessee shall be liable for any penalty incurred by the Lessor as resolved at the Lessee's default.

**2.12 NO INDEMNITY**

For clarity, the Lessee does not provide any indemnity to the Lessor in regard to any matter under this Lease.

**2.13 LESSEE'S ACKNOWLEDGEMENT**

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

**2.14 RATING ROLL**

The name of the Lessee shall be entered into the rating information database and the district valuation roll as the ratepayer in respect of the Land unless there is/are (a) sublease(s) from the Lessee for a term (including renewals) of not less than 10 years imposing an equivalent obligation upon such registered sublessees as is provided for in section 11 of the Local Government (Rating) Act 2002. The Lessee shall duly and punctually pay all rates payable by the Lessee and/or the Lessor in respect of the Land at the time when the same become due and payable.

**2.15 REPAIR, REINSTATEMENT, OR REBUILDING OF IMPROVEMENTS**

In the event any of the Lessee's Improvements are destroyed or damaged, then the Lessee shall have an absolute discretion as to the extent to which and whether at all, and when it will or may repair, reinstate or rebuild (as the case may be) any of the Lessee's Improvements on the Land. Should the Lessee elect to reinstate and/or rebuild then it shall obtain all formal consents required for that purpose, and carry out all associated work in compliance with the relevant consents. The Lessee will however in any event remove from the Land prior to expiry of the Lease any substantially damaged or destroyed part of the Lessee's Improvements and will otherwise comply with the proviso in clause 2.06.

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**PART III - LESSOR'S COVENANTS**

**3.00 LESSOR'S COVENANTS**

**3.01 RENEWED TERM**

- (a) If the Lessee does not give the Lessor at least one year's written notice that it does not wish to renew the term of the Lease in respect of the Land or in respect of one or more of the Block(s), it will be deemed to have renewed the term of the Lease in respect of the Land.
- (b) The Lessor will grant a Renewal Term for this Lease in respect of the Land from the date following the expiry date of the Term as follows:
  - (i) The Annual Rental for the initial rent review period shall be determined in accordance with clause 4.04 as if the renewal date were a Rent Review Date.
  - (ii) Subject to the provisions of the preceding subclause, the Renewal Term of the Lease shall be upon and subject to the covenants and agreements expressed and implied in this Lease including this clause 3.01 (to the intent that this Lease is perpetually renewable).

**3.02 QUIET ENJOYMENT**

The Lessee shall quietly hold and enjoy the Land throughout the term of this Lease without any interruption by the Lessor or any person claiming by, through or under the Lessor.

**3.03 CONSTRUCTION OF OR ALTERATIONS TO LESSEE'S IMPROVEMENTS**

The Lessee may as of right construct further Lessee's Improvements, and/or make alterations or additions to Lessee's Improvements (including relocation of Lessee's Improvements) to the intent that the Lessee shall have an absolute discretion regarding any construction alterations or additions made to, and/or relocation of the Lessee's Improvements and shall not be required to obtain consent from the Lessor in respect of these matters during the term of this Lease.

**3.04 LESSOR'S IMPROVEMENTS**

For clarity the parties record that there are no Lessor's improvements.

**3.05 LESSOR'S ACKNOWLEDGEMENTS AS TO LESSEE'S IMPROVEMENTS**

- (a) The Lessor acknowledges in relation to Lessee's Improvements that:
  - (i) despite any rule of law or equity to the contrary, property in all Lessee's Improvements shall remain with the Lessee throughout the continuance of this Lease and beyond, and irrespective of how such Lessee's Improvements are annexed to the Land;
  - (ii) the Lessee has a discretion as to whether or not the Lessee's Improvements are to be insured by the Lessee in its own name; and
  - (iii) when any Lessee's improvements are destroyed or damaged, the decision whether to reinstate or not is solely with the Lessee but subject in any event to the Lessee's

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obligations under clause 2.06 and property in any insurance proceeds is also solely with the Lessee.

- (b) Should the Lessor at any time during the Lease propose to grant any mortgage or charge over the Land then, prior to doing so, it shall first do the following:
  - (i) advise the Lessee in writing of its intention to mortgage or charge its interests in the Land as soon as it takes steps to arrange such mortgage or charge;
  - (ii) have executed by any proposed Mortgagee or Chargeholder the written acknowledgement prescribed in Schedule A Item 11, it being further acknowledged by the Lessor that it will not grant any mortgage or charge until the provisions of this clause have been satisfied and further that it will deliver executed originals of such acknowledgements to the Lessee within three (3) Working Days from the date of their receipt by the Lessor.
- (c) The Lessee, may during the term of the Lease, demolish or remove any Lessee's Improvements from the Land at any time during the continuance of this Lease without the prior written consent or any other consent of the Lessor.

**3.06 GROUND WORKS**

The Lessee may as of right and without obtaining the consent of the Lessor, complete ground works on the Land which shall include, but not be limited to, any excavation of the Land and any subsoil installation, alteration or interference with any underground reticulated services.

**3.07 DESIGNATION**

The Lessor covenants that it consents to the Lessee maintaining a designation for defence purposes or any other Government Work over the Land for the duration of this Lease, should this be desired by the Lessee. Upon the Lessee giving any notice to terminate this Lease, should the Lessee elect to so terminate, then the following shall apply. The parties shall work together in good faith with a view to ensuring that the process for applying to have the designation uplifted commences, following such notice, promptly so as to ensure that the designation is uplifted as soon as possible following the expiry date of the Lease.

**3.08 PROVISION OF CERTAIN NOTICES TO THE LESSEE**

Whenever the Lessor receives any notice from any local or governmental authority concerning the payment of local authority rates or the government valuation of the Land or the Lessee's Improvements, the Lessor will promptly provide a copy of such notice to the Lessee and, in any event, within sufficient time to enable the Lessee to make any submission as seen fit by the Lessee to the local authority or the relevant government department, as the case may be.

**3.09 RECLASSIFICATION OF LAND**

- (a) The Lessor shall not take any steps to reclassify the Land from General Land under the Te Ture Whenua Maori Act 1993 or any other legislation which could result in the Land being treated other than as ordinary freehold land not owned by Maori. The Lessor further warrants and undertakes that it will take all necessary steps to oppose any attempt by any other person to reclassify the Land from General Land under that Act or under any other legislation which could result in the Land being treated other than as ordinary freehold land not owned by Maori.

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- (b) The Lessor shall indemnify and keep the Lessee indemnified from and against any action claim, demand, loss (including loss of profit or fall in value of the Lessee's leasehold interest in the Land under this lease) damage, cost, expense or liability whatsoever which the Lessee may suffer, incur, or become liable for in the event that the Land is reclassified as anything other than General Land under the Te Ture Whenua Maori Act 1993 (or consequent upon such reclassification) or in the event that the security of tenure of the Lessee's leasehold interest in the Land granted at the Commencement Date pursuant to this Lease is similarly undermined, impaired, prejudiced or otherwise affected during the Term.

**3.10 BENEFITS TO LAND NOT TO BE RESTRICTED OR CANCELLED**

- (a) The Lessor shall not cancel, surrender or modify any easements or other like rights or interests whether registered or not which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.
- (b) The Lessee may as of right however grant or receive the benefit of any easements or other like rights or interest whether registered or not against and/or in respect of the Lessee's leasehold interest in this Lease. The Lessee reserves the right to have any such interest affecting its leasehold interest in the Land, also mirrored in the freehold interest in the Land and the Lessor will at the Lessee's request take such steps and sign such documents as are necessary to achieve this.

**PART IV – MUTUAL COVENANTS**

**4.00 MUTUAL COVENANTS**

**4.01 LESSOR TRANSFER**

The Lessor shall be permitted to transfer its interests under this Lease at any time during the Initial Term or any Renewal Term of this Lease subject, however, to the following. The Lessor covenants for the benefit of the Lessee that it will ensure that the Lessor's interests in the Land are transferred subject to this Lease, to the intent that any transferee shall be bound by this Lease.

**4.02 ASSIGNMENT AND SUBLETTING**

- (a) Subject to the provisions of clause's 4.02 (a)-(c), the Lessee may with the Lessor's prior written consent sublet the whole or any part of the Land.
- (b) The Lessor's consent under clause 4.02 (a) will be given if the following conditions are met:
  - (i) the Lessee proves to the Lessor's reasonable satisfaction that the proposed sublessee is responsible; and
  - (ii) there is no subsisting breach of the Lessee's covenants under the Lease.
- (c) Each party will pay their own costs in connection with any consent or application for consent under clause 4.02 and the costs of investigating the suitability of the proposed sublessee, if the sublease proceeds.
- (d) Subject to the provisions of clause's 4.02 (d)-(k), the Lessor may assign all or part of the Lessee's interest in this Lease.

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- (e) If during the Term of the Lease the Lessee wishes to assign all or part of the Lessee's interest in the Lease, it must first provide to the Lessor notice of its intention to assign all or part of Lessee's interest in the Lease (Lessee's Notice) as set out in this clause.
- (f) At the time of service of the Lessee's Notice the Lessee must also provide to the Lessor a contract for sale of the Lessee's interest in the Lease to be assigned executed by the Lessee, detailing the particulars of the Lessee's interest in the Lease offered for sale, the purchase price which would be acceptable to the Lessee and all other requirements necessary to complete a contract for sale of the Lessee's interest in the Lease offered for sale.
- (g) If following receipt of the Lessee's Notice the Lessor wishes to purchase the Lessee's interest in the Lease offered for sale, it must by written notice to the Lessee in accordance with clause 4.02 (k), which is to be given 28 Working Days after service on the Lessor of the Lessee's Notice, advise the Lessee whether it intends to purchase the Lessee's interest in the Lease offered for sale. If the Lessor does not within 28 Working Days serve on the Lessee the Lessor's notice of acceptance or if the Lessor at any time within the 28 Working Days signifies its intention not to accept the offer then the Lessee will be at liberty to sell the Lessee's interest in the Lease offered for sale to any other person on terms and conditions not more favourable than those on which the Lessee's interest in the Lease offered for sale was offered to the Lessor in the Lessee's Notice.
- (h) If the Lessor wishes to accept the offer to purchase the Lessee's interest in the Lease offered for sale, the Lessor must with its notice of acceptance of offer served on the Lessee enclose the contract for sale (provided to the Lessor by the Lessee in accordance with clause 4.02 (f)) executed by the Lessor together with the deposit referred to in the contract for sale. On service by the Lessor on the Lessee of its notice of acceptance, executed contract for sale and deposit, the Lessee and Lessor will be deemed to have entered into a contract for sale of the Lessee's interest in the Lease offered for sale in terms of the contract of sale from the date of service. The Lessee must as soon as possible after receipt of the Lessor's notice of acceptance and the executed contract for sale forward to the Lessor a counterpart of the contract for sale duly executed by the Lessee.
- (i) For the purpose of clause 4.02 (e) the Lessee's Notice must do both of the following:
  - (i) Contain an offer to sell the Lessee's interest in the Lease specifying the details of the Lessee's interest in the Lease offered for sale, the purchase price and terms of payment.
  - (ii) Enclose with the Lessee's Notice a form of contract for sale of the Lessee's interest in the Lease offered for sale containing the terms and conditions including the consideration at which the Lessee is prepared to sell the Lessee's interest in the Lease offered for sale to the Lessor.
- (j) This clause will have a continuing operation and the rights created by this clauses 4.02 (d)-(i) will continue to apply notwithstanding that any offer has been made at any time to the Lessor, and not accepted by the Lessor will continue to remain in force and effect as between the Lessor and the Lessee should the Lessee not sell the Lessee's interest in the Lease offered for sale on the occasion giving rise to the service of the Lessee's Notice under this clause.
- (k) Where in this clause it is provided that a notice is to be given, the notice must be in writing addressed to and served on the relevant party in accordance with the provisions for service of notices set out in this Lease.

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- (l) Notwithstanding any other provisions of this clause 4.02, the Lessee may (as of right and without requiring the consent of the Lessor), assign all or part of the Lessee's interest in this Lease and/or sublet the whole or any part of the Land to a Crown Body during the Term.

**4.03 LESSEE'S IMPROVEMENTS**

The parties acknowledge that:

- (a) The Lessee may at the Lessee's option, either prior to or on the expiry of this Lease, remove all or any Lessee's Improvements from the Land without being obliged to pay the Lessor any compensation for their removal if they are removed prior to the expiration or sooner determination of the Lease or within such further time as the parties may agree, it being acknowledged by the Lessor that property in all Lessee's Improvements remains with the Lessee until this time and that no prior written consent or any other consent of the Lessor shall be required in respect of any such removal elected by the Lessee.
- (b) In the event the Lessee removes all or any of its Lessee's Improvements from the Land as aforesaid, it shall make good any damage to the Land. The Lessee will, provided it has done the following, be regarded as having complied with its obligations under this clause 4.03(b) if it has:
- (i) removed from the surface of the Land all debris from any demolition;
  - (ii) capped services (where these have not been removed);
  - (iii) cut off any Lessee Improvements which have been removed at the ground level.
- (c) The Lessor shall do nothing to obstruct or otherwise impede the removal of any Lessee's Improvements from the Land at any time prior to the expiration or sooner determination of the Lease despite any rule of law or equity to the contrary.
- (d) In any review (if any) of rent under the provisions of this Lease any Lessee's Improvements shall be entirely excluded from the assessment of any new rental.
- (g) All Lessee's Improvements remaining upon the Land after the termination date or such further period as the parties may agree, shall vest in and become the property of the Lessor subject to any alternate agreement which the parties reach. No compensation or other consideration shall be payable by the Lessor or the Lessee to the other party in respect of any Lessee's Improvements vesting in the Lessor, subject to any alternate agreement which the parties may have reached in relation to any particular Lessee's Improvement.

**4.04 RENT AND RENT REVIEW**

- (a) The Annual Rental shall be reviewed by the Lessor on the Rent Review Dates.
- (b) The Annual Rental shall on each review be calculated as such amount as is equivalent to [ %] of the market value of the Land as at the relevant review date, in each case.
- (c) The market value of the Land as at the relevant review date shall be reviewed for the purposes of applying the percentage amount referred to in clause 4.04(b) to determine the revised Annual Rental as follows:

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- (i) the Lessor shall commence a review by not earlier than three (3) months prior to a review date or at any time up to six months after any review date by giving written notice to the Lessee specifying the then current market value for the Land considered by the Lessor to be the current market value for the Land as at the relevant review date. That notice shall also state that the Lessee is required under the provisions of the Lease to respond in writing within 28 days of receipt of the Lessor's notice;
  - (ii) if, by written notice to the Lessor within twenty-eight (28) days after receipt of the Lessor's notice, the Lessee disputes that the then current market value of the Land is as aforesaid, then the current market value of the Land shall be determined in accordance with the provisions of clause 4.04(c)(vii);
  - (iii) the current market value of the Land so determined or accepted shall be the current market value of the Land for the purposes of establishing the revised Annual Rental in accordance with clause 4.04(b) from the review date or the date of the Lessor's notice if such notice is given later than six (6) months after the review date;
  - (iv) pending the determination of the current market value of the Land and consequential revised Annual Rental having regard to the percentage referred to in clause 4.04(b), the Lessee shall pay a rental amount which is halfway between that specified in the Lessor's notice (provided that the rental is substantiated by a registered valuer's report, and the rental payable immediately prior to the relevant review date. Upon determination of the new rental, an appropriate adjustment shall be made;
  - (v) the rent review shall be recorded in a variation of this Lease, the cost of which shall be shared equally between the parties;
  - (vi) in assessing the market value for the Land:
    - (aa) no account shall be taken of the Lessee's Improvements or this Lease to the intent that the Land is assumed to be vacant land without any improvements; and
    - (bb) no account shall be taken of the Permitted Use to the intent that the Land will be valued on the basis that it is available to be utilised for its highest and best use permitted under the relevant Authority's District Scheme current at the date of the relevant review date, but disregarding any designation for defence use;
  - (vii) Immediately following receipt by the Lessor of the Lessee's notice, the parties shall endeavour to agree upon the current market value of the Land (and consequential revised market rent having regard to clause 4.04(b)) but if agreement is not reached within twenty-eight (28) days then the current market value of the Land as at the relevant review date, may be determined by one party giving written notice to the other requiring the current market value for the Land to be determined by arbitration.
- (d) In the event of either party requiring determination by arbitration under clause 4.04(c)(vii), then the following shall apply:
- (i) The parties must not later than 5 Working Days after the date of the recipient party having received the other party's written notice under the preceding clause agree upon and jointly upon one person to act as the valuation arbitrator for the purposes of the arbitration. If the parties do not jointly appoint a valuation arbitrator within this

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time, then either party may request that the Arbitrators and Mediators Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable.

- (ii) The valuation arbitrator must be suitably qualified and experienced in determining disputes about the market value in rental of properties similar to the Land and is appointed when he or she confirms his or her willingness to act.
  - (iii) The valuation arbitrator must no later than 7 Working Days after the date the matter is referred to the valuation arbitrator's determination (the arbitration commencement date) do the following:
    - (aa) give notice to the parties of the arbitration hearing, which must be held at a date, time and venue determined by the valuation arbitrator after consulting with the parties, but not in any event be any later than 30 Working Days after the arbitration commencement date; and
    - (bb) establish the procedure for the arbitration hearing, including providing each party with the right to examine and re-examine or cross-examine as applicable, each party's valuer, and any other person giving evidence.
  - (iv) Each party must, not later than 5pm on that day that is 10 Working Days before the arbitration hearing, give to the valuation arbitrator, the other party and the other party's valuer, its valuation report, submission, and any sales or expert advice that it will present at the hearing. Each party must attend the arbitration hearing with its respective valuers, and may have its solicitors attend.
  - (v) The valuation arbitrator must have regard to the requirements of natural justice at the arbitration hearing and provide his or her determination of the market value of the Land for the purposes of determining the rental in accordance with the formula under the Lease, no later than 20 Working Days after the arbitration hearing.
  - (vi) An arbitration under this subpart is an arbitration for the purposes of the Arbitration Act 1996.
- (e) The market value of the Land for the purposes of determining the relevant rental under the rent review provisions of the Lease, shall be that which is agreed under clause 4.05(c) above or determined by the valuation arbitrator as the case may be.
- (f) In relation to the determination of the market value of the Land, each party must pay its own costs and half the costs of a valuation arbitration, or in the case of the latter, meet such other proportion of the costs of a valuation arbitration awarded by the valuation arbitrator.
- (g) For the purposes of this clause 4.04, the market value of the Land will be assessed on a GST exclusive basis. For the avoidance of doubt, nothing in this subclause (g) limits the Lessor's ability to charge GST in addition to the rental, in accordance with clause 2.11 where applicable.

**4.05 NO DISTRESS**

The Lessor shall not have any right to distrain under this Lease.

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4.06 LESSOR'S REMEDIES FOR BREACH

- (a) Should the Lessee either default in the payment of any rental at any time during the Renewal Term for a period exceeding thirty days or more, or otherwise breach any covenant on the Lessee's part in this Lease expressed or implied, then the following shall apply:
  - (i) before exercising any Lessor remedies (but expressly excluding re-entry or termination which shall not be permitted) the Lessor shall serve a notice (called "**the Default Notice**") on the Lessee specifying the breach complained of with sufficient particularity to enable the Lessee to clearly identify the default alleged; and
  - (ii) the Lessor's remedies shall specifically exclude re-entry and termination to the intent that this remedy not be available to the Lessor during the Term of this Lease.
- (b) The Default Notice despite anything to the contrary contained in clause 4.06(a) above shall specify that:
  - (i) the Lessee must within 30 days of receipt of such notice take reasonable steps towards remedying the default specified; and
  - (ii) that should the Lessee not remedy the default specified within this time (insofar as it is reasonably possible to remedy such breach within that time), the Lessor shall then be at liberty to exercise its remedies for such default but subject to clause 4.06(a)(ii).
- (c) The Lessor acknowledges that it shall not exercise its remedies as provided for under this clause 4.06, unless and until the provisions of clause 4.06(a) and (b) have been satisfied in full and further that any such remedy exercised contrary to the provisions of clause 4.06(a) shall be null and void ab initio.

4.07 ENTIRE AGREEMENT

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

4.08 DIFFERENCES AND DISPUTES

- (a) Unless any dispute or difference is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.
- (b) If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon the request of any party, by the president or vice president for the time being of the New Zealand Law Society. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.
- (c) The procedures described in this clause shall not prevent the Lessor from taking proceedings for the recovery of any rental or other moneys payable hereunder which remain unpaid or from exercising the rights and remedies prescribed in clause 4.08 hereof.
- (d) The provisions of this clause shall be of no application to any review of rental under the provisions of clause 4.04(b)(ii).

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**4.9 SERVICE OF NOTICES**

Any notice or other document required to be given, delivered or served under this Lease may be given, delivered, posted by ordinary post, served or transmitted by facsimile transmission (in which case it shall be subsequently posted) to the respective addresses for service of the Lessor and the Lessee set out in Item 12 of Schedule A. Any alteration to or change in any detail of a party's address for service shall be promptly advised to the other party.

If either party does not have a current address for service, then service in terms of this clause may be effected on that party:

- (a) in any manner mentioned in part 7 of the Property Law Act 2007; or
- (b) by registered post addressed to the registered office or principal place of business of the party intended to be served;

and any notice or other document given or served by the method mentioned in paragraph (a) shall be deemed to have been given or served and received by the other party two days after the date of posting.

**4.10 REGISTRATION OF LEASE**

Either party may at any time during the Lease, require by giving written notice to the other party, that this Lease be registered. In such case the parties shall take all necessary steps to achieve and complete this and will share all costs in respect of the same.

**4.11 COSTS**

- (a) The parties shall pay their own costs of and incidental to the negotiation, preparation and execution of this Lease. The Lessee shall pay the Lessor's reasonable costs of and incidental to the preparation and execution of any variation (where this is requested by the Lessee).
- (b) The Lessee shall pay the Lessor's reasonable costs (including reasonable legal costs) of and incidental to the proper legal enforcement or proper attempted legal enforcement of the Lessor's powers, rights or remedies under or pursuant to this Lease.

**4.12 INTEREST**

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

**4.13 ESSENTIAL TERMS**

Any breach by the Lessee of the following provisions shall be deemed to be a breach of an essential term of this Lease:

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**(a) Payment of Rental:**

The covenant to pay rental or other money payable by the Lessee under this Lease;

**(b) Use of Land:**

Compliance with the Permitted Use, subject, however, to clause 4.02.

**4.14 WAIVER**

The acceptance by the Lessor of any arrears of rental or other money payable under this Lease shall not constitute a waiver of the essential obligation to pay any other rental or money payable under this Lease, nor shall it constitute a waiver of any other essential term of this Lease.

**4.15 RENT MORATORIUM**

If any moratorium or other law, act or regulation that (despite clause 4.04 hereof) applies to this Lease has the effect of postponing any periodic review of rental as at a Rent Review Date, then if and whenever such moratorium is lifted or the law, act or regulation is repealed or amended so as to permit the rent to be reviewed, then the following shall apply. The review that has been postponed shall take place as at the date that the moratorium is lifted or such law, act or regulation is repealed or amended, to the intent that the rent review shall establish the rental as at such date and not as at the postponed review date with such reviewed rental becoming payable from the date the moratorium is lifted or law, act or regulation is repealed or amended. Any subsequent rent review shall take place on the next following review date as specified in Item 8 of Schedule A.

**4.16 ARTEFACTS OR FOSSILS**

Artefacts, fossils, articles of value or antiquity and structures and other remains or things of geological, historical, archaeological or cultural interest relating to the indigenous people of New Zealand discovered on or under the surface of the Land shall, as between the Lessor and Lessee, be deemed to be the property of the Lessor. The Lessee shall use its best endeavours to prevent such articles or things being removed or damaged and shall, as soon as practicable, notify the Lessor of such discovery and carry out, at the expense of the Lessor, the Lessor's reasonable instructions as to delivery or disposal of such articles or things.

**4.17 CONTAMINATION**

The Lessee shall:

- (a) remediate, as soon as possible but in any event no later than the expiry of this Lease in any manner considered appropriate by the Crown, any land that became Contaminated land during the Term; and
- (b) without limiting clause 4.17(a), carry out a contaminated soil investigation, in accordance with Ministry for Environment land guidelines of areas of the Land known at the Commencement Date to be Contaminated land to determine the extent of the contamination present as at the Commencement Date.

**4.18 LESSEES SECURITY REQUIREMENTS**

The Lessor will in exercising any right it has under this Lease, comply at all times with any security requirements of the Lessee as advised to the Lessor from time to time by the Lessee.

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**4.19 TERMINATION IN EVENT OF SIGNIFICANT DAMAGE TO LAND**

- (a) In the event of any catastrophic, or significant damage to the Land which arises at any time during the Term, through any act of God which is incapable of being remedied by the Lessor and renders the Land (or any part of it) unusable by the Lessee then the following shall apply:
- (i) the Lessee may terminate this Lease in respect of the Land (or any part of the Land (so damaged));
  - (ii) the Lessee may do that by giving the Lessor two months written notice of its election to terminate in the circumstances;
  - (iii) in the event of a termination as to part only, then the rental shall be reduced to reflect the reduction in the Land area being leased;
  - (iv) rental payable by the Lessee shall abate in proportion to the loss of use of the Land by the Lessee; and
  - (v) where the relevant provisions of clause 4.03(b) would otherwise apply subject only however to the Lessee's make good obligation applying only to the extent it reasonably can in the circumstances, having regard to the nature and extent of the damage to the Land.

**4.20 CONCURRENT LEASE**

- (a) The parties acknowledge that parts of the Land may be subject to the Existing Tenancies at the Commencement Date, and agree that should that be the case, then:
- (i) the Lessee takes this Lease subject to any Existing Tenancies;
  - (ii) the Lessee has the right to receive rent and other payments due from the lessees, licensees and occupiers under the Existing Tenancies;
  - (iii) the Lessee has the right to enforce the covenants under the Existing Tenancies (but without having any obligation to do so);
  - (iv) the Lessee will not be liable for any breach of this Lease that is caused by any act or default of any occupier of any part of the Land under the Existing Tenancies;
  - (v) the Lessor must not do or omit to do anything, or require the Lessee to do or to omit to do anything that will cause the Lessee to be in breach of the Lessee's obligations under any Existing Tenancies;
  - (vi) the Lessee will have no liability to the Lessor for any loss, damage or any other cost that arises from the act or omission of any occupier under any Existing Tenancies; and
  - (vii) the Lessee may in all respects and despite any other provision in this Lease, deal with the Existing Tenancies without reference to the Lessor, including surrendering, extending or cancelling any Existing Tenancies.

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**4.21 EASEMENTS AND OTHER RIGHTS**

- (a) The Lessee may as of right and without first obtaining the consent of the Lessor negotiate and conclude easements and other similar rights and interests over or for the benefit of the freehold estate and/or leasehold estate in the Land, providing that the term of such easements, similar rights and interests is limited to the Term of this Lease.
- (b) If the term of any proposed easements, similar rights and interests over or for the benefit of the freehold estate and/or leasehold estate in the Land is intended to be longer than the Term of this Lease, the Lessee must obtain the consent of the Lessor before concluding any such easements and other similar rights and interests over or for the benefit of the freehold estate and/or leasehold estate in the Land. The Lessor's approval will not be unreasonably withheld if the proposed easement, rights and/or interests do not devalue the Lessor's interest in the Land.
- (c) The Lessor agrees that it will execute all documentation and obtain all consents reasonably required to give legal effect to the rights created under this clause 4.21.
- (d) The Lessor acknowledges that the Lessee may but without being obliged to, install any services, or upgrade any existing services (including those for telecommunications) on the Land as of right, without requiring the approval of the Lessor, and the Lessor will not be entitled to charge the Lessee any additional Rent or any other amounts in respect of those services or upgraded services.

**4.22 SURRENDER**

- (a) If the Lessee exercises its right for a Renewal Term, it may at any time after the tenth anniversary of the Commencement Date (and on one or more occasions) surrender any Block(s) of the Land by giving the Lessor at least twenty four (24) months' prior written notice specifying those Block(s) of the Land no longer required by the Lessee.

- (b) For the purposes of this clause 4.22:

“**Surrender Date**” means the date of the expiry of the relevant notice period required pursuant to clause 4.22(a); and

“**Surrendered Land**” means any Block(s) specified in a notice given pursuant to clause 4.22(a).

- (c) The Lessee shall surrender this Lease insofar as it relates to the Surrendered Land on the Surrender Date and the Lessor shall accept such surrender. The parties shall enter into a deed of surrender recording the land surrendered and the effective date. The annual rent and Lessee Outgoings payable by the Lessee shall be proportionally adjusted from the Surrender Date.

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SCHEDULE C

The Land – *[Description]*

*[Full description of each block to be included here].*

Block A

*[Description]*

Block B

*[Description]*

Block C

*[Description]*

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SCHEDULE D

*[List of buildings included in the Lessee's Improvements to be attached here]*