

TARANAKI WHĀNUI KI TE UPOKO O TE IKA
and
THE PORT NICHOLSON BLOCK SETTLEMENT TRUST
and
THE SOVEREIGN
in right of New Zealand

**DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**



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1 PROTOCOLS



1 PROTOCOLS: DOC PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF CONSERVATION
REGARDING DEPARTMENT OF CONSERVATION/ TARANAKI WHĀNUI KI TE UPOKO O TE
IKA INTERACTION ON SPECIFIED ISSUES**

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between Taranaki Whānui ki Te Upoko o Te Ika 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 manner in which the Department of Conservation (“the Department”) will interact with the Taranaki Whānui ki Te Upoko o Te Ika governance entity (“the governance entity”) in relation to matters specified in the Protocol. These matters are:
- 1.1.1 Purpose of the Protocol – Part 2
 - 1.1.2 DOC Protocol Area – Part 3
 - 1.1.3 Terms of Issue – Part 4
 - 1.1.4 Implementation and Communication – Part 5
 - 1.1.5 Annual Meeting with the Director-General of Conservation – Part 6
 - 1.1.6 Business Planning – Part 7
 - 1.1.7 Cultural Materials – Part 8
 - 1.1.8 Historic Resources - Wāhi Tapu – Part 9
 - 1.1.9 Natural Heritage – Part 10
 - 1.1.10 Marine Mammals – Part 11
 - 1.1.11 Species Management – Part 12
 - 1.1.12 Freshwater Fisheries – Part 13
 - 1.1.13 Marine Reserves – Part 14
 - 1.1.14 Pest Control – Part 15
 - 1.1.15 Resource Management Act 1991 – Part 16
 - 1.1.16 Visitor and Public Information – Part 17
 - 1.1.17 Concession Applications – Part 18

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- 1.1.18 Place Names – Part 19
- 1.1.19 Statutory Land Management – Part 20
- 1.1.20 Consultation – Part 21
- 1.1.21 Contracting for Services – Part 22
- 1.1.22 Protocol Review.
- 1.2 The governance entity describes its association with natural resources as inclusive of mana atua (its spiritual and cultural connection with the land), mana whenua (its land as an economic base) and mana tangata (its social organisation on the land).
- 1.3 The governance entity has a responsibility in relation to the preservation, protection and management of natural and historic resources in the protocol area as kaitiaki under tikanga Māori, to preserve, protect, and manage natural and historic resources within the DOC Protocol Area. The Department acknowledges this kaitiakitanga role and the burden of maintaining that role.
- 1.4 When the Department requests cultural and/or spiritual practices to be undertaken by Taranaki Whānui ki Te Upoko o Te Ika within the DOC Protocol Area the Department will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.
- 1.5 Both the Department and governance entity are committed to establishing and maintaining a positive and collaborative relationship that gives effect to the principles of the Treaty of Waitangi as provided for in section 4 of the Conservation Act 1987. Those principles provide the basis for an ongoing relationship between the parties to the Protocol to achieve over time the conservation policies, actions and outcomes sought by both the governance entity and the Department.
- 1.6 The purpose of the Conservation Act 1987 is to enable the Department “to manage for conservation purposes, all land, and all other natural and historic resources” under that Act and to administer the statutes in the First Schedule to the Act (together, the “Conservation Legislation”). The Minister and Director-General, or their delegates, are required to exercise particular functions, powers and duties under that legislation.
- 1.7 A primary function of the Department is to manage for conservation purposes various lands, and natural and historic resources. As part of this, one of the Department’s key aims is conserving the full range of New Zealand’s ecosystems, maintaining or restoring the ecological integrity of managed sites, and ensuring the survival of threatened species, in particular those most at risk of extinction.

2 PURPOSE OF THE PROTOCOL

- 2.1 The purpose of this Protocol is to assist the Department and the governance entity to exercise their respective responsibilities with the utmost co-operation to achieve over time the conservation policies, actions and outcomes sought by both.



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

3 PROTOCOL AREA

- 3.1 The Protocol applies across the DOC Protocol Area which means the area identified in the map included in Attachment A of this Protocol.

4 TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to section [] of the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act [] (the "Settlement Legislation") and clause 5.3.1 of the Deed of Settlement. The provisions of the Settlement Legislation and the Deed of Settlement specifying the terms on which this Protocol is issued are set out in Attachment B of the Protocol.

5 IMPLEMENTATION AND COMMUNICATION

- 5.1 The Department shall establish and maintain effective and efficient communications with the governance entity on a continuing basis by:
- 5.1.1 maintaining information on the governance entity's office holders, and their addresses and contact details;
 - 5.1.2 appointing the Poneke Area Office Manager as the primary departmental contact for the governance entity who will act as a liaison person with other departmental staff;
 - 5.1.3 providing for the governance entity to meet with key members of the Department's Head Office three times a year, unless otherwise agreed;
 - 5.1.4 providing reasonable opportunities for the governance entity to meet with departmental managers and staff;
 - 5.1.5 holding alternate meetings at the Area Office and a governance entity marae or other venue chosen by the governance entity to discuss issues that may have arisen every six months, unless otherwise agreed. The parties may also, led by the governance entity, arrange for an annual report back to the affiliate iwi and hapu of the governance entity in relation to any matter associated with the implementation of this Protocol; and
 - 5.1.6 training relevant staff and briefing Conservation Board members on the content of the Protocol.
- 5.2 The Department and the governance entity shall, where relevant, inform conservation stakeholders about this Protocol and the Taranaki Whānui ki Te Upoko o Te Ika settlement and provide ongoing information as required.

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- 5.3 The Department shall advise the governance entity of any departmental policy directions and the receipt of any research reports relating to matters of interest to Taranaki Whānui ki Te Upoko o Te Ika within the DOC Protocol Area, and provide copies of such documents to the governance entity to study those reports.
- 5.4 The Department shall invite the governance entity to participate in specific departmental projects, including education, volunteer and conservation events that may be of interest to Taranaki Whānui ki Te Upoko o Te Ika.

6 DIRECTOR-GENERAL OF CONSERVATION

- 6.1 In recognition that the Head Office of the Department is situated in the rohe of Taranaki Whānui ki Te Upoko o Te Ika, the Director-General of Conservation will meet with the governance entity on an annual basis to discuss the relationship between the Department and the governance entity.

7 BUSINESS PLANNING

- 7.1 The Department's annual business planning process determines the Department's conservation work priorities.
- 7.2 The Poneke Area Office Manager will meet with the governance entity on a regular basis to present a synopsis of the Department's proposed work programme as it relates to the DOC Protocol Area.
- 7.3 The Department shall provide opportunities for the governance entity to be involved in any relevant Conservation Management Strategy reviews or Management Plans, within the DOC Protocol Area.
- 7.4 The process for the governance entity to identify and/or develop specific projects for consideration by the Department is as follows:
- 7.4.1 the Department and the governance entity will on an annual basis identify priorities for undertaking specific projects requested by the governance entity. The identified priorities for the upcoming business year will be taken forward by the Department into its business planning process and considered along with other priorities;
 - 7.4.2 the decision on whether any specific projects will be funded in any business year will be made by the General Manager Operations (Northern) and Wellington Conservator after following the co-operative processes set out above;
 - 7.4.3 if the Department decides to proceed with a specific project requested by the governance entity, the governance entity and the Department may meet again to finalise a work plan, timetable and funding before implementation of the specific project in that business year, in accordance with the resources which have been allocated in the business plan; and
 - 7.4.4 if the Department decides not to proceed with a specific project it will communicate to the governance entity the factors that were taken into account in reaching that decision.

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7.5 The Department will approach the governance entity with potential departmental projects in the DOC Protocol Area to seek the governance entity's views on those projects, and to discuss if the governance entity would wish to be involved in or to contribute to those projects.

8 CULTURAL MATERIALS

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

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

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

8.3.1 consider and, where appropriate, approve, reasonable requests from the governance entity for access to and use of cultural materials within the DOC Protocol Area when required for cultural purposes, in accordance with the relevant legislation;

8.3.2 consult the governance entity when a request is received from any person or entity for the use of cultural materials;

8.3.3 agree, where appropriate, for the governance entity to have access to cultural materials which become available as a result of departmental operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death or otherwise through natural causes;

8.3.4 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; and

8.3.5 provide, as far as reasonably practicable, ongoing advice to the governance entity for the management and propagation of the plant stock.

8.4 The Department and the governance entity shall discuss the development of procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation and appropriate tikanga.

9 HISTORIC RESOURCES – WĀHI TAPU

9.1 The governance entity consider that their wāhi tapu and other places of cultural heritage significance are taonga (priceless treasures), and the Department will respect the great significance of these taonga by fulfilling the obligations contained in this clause of the Protocol.



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- 9.2 The Department has a statutory role to conserve historic resources in protected areas and shall endeavour to do this for sites of significance to the governance entity in association with the governance entity and according to tikanga.
- 9.3 The Department accepts that non-disclosure of locations of places known to the governance entity may be an option that the governance entity chooses to take to preserve the wāhi tapu nature of places. There may be situations where the governance entity will ask the Department to treat information it provides on wāhi tapu sites in a confidential way.
- 9.4 The Department and the governance entity shall work together to establish processes for dealing with information on wāhi tapu sites in a way that recognises both the management challenges that confidentiality can present and provides for the requirements of the governance entity.
- 9.5 The Department shall work with the governance entity at the Area Office level to respect Taranaki Whānui ki Te Upoko o Te Ika values attached to identified wāhi tapu and other places of significance on lands administered by the Department by:
- 9.5.1 discussing with the governance entity, by the end of the second year of this Protocol being issued and on a continuing basis, practical ways in which Taranaki Whānui ki Te Upoko o Te Ika can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the DOC Protocol Area;
 - 9.5.2 managing sites of historic significance to the governance entity according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993, and in co-operation with the governance entity;
 - 9.5.3 informing the governance entity if taonga or koiwi are found within the DOC Protocol Area; and
 - 9.5.4 assisting in recording and protecting wāhi tapu and other places of cultural significance to the governance entity where appropriate, to seek to ensure that they are not desecrated or damaged.

10 NATURAL HERITAGE

- 10.1 In recognition of the cultural, historic and traditional association of the governance entity with natural heritage resources found within the DOC Protocol Area for which the Department has responsibility, the Department shall:
- 10.1.1 inform the governance entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for the governance entity to participate in these programmes; and
 - 10.1.2 advise the governance entity of research projects and provide opportunities where reasonably practicable for the governance entity to participate in that research.

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11 MARINE MAMMALS

- 11.1 Taranaki Whānui ki Te Upoko o Te Ika has a tikanga responsibility in relation to the preservation, protection and disposal of marine mammals within the DOC Protocol Area to ensure cultural protocols are observed in the interaction with and handling of these mammals.
- 11.2 The Department administers the Marine Mammals Protection Act 1978 and the Marine Mammals Regulations 1992. These provide for the establishment of marine mammal sanctuaries, for permits in respect of marine mammals, the disposal of sick or dead specimens and the prevention of marine mammal harassment. All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. Under that Act the Department is responsible for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.
- 11.3 The Protocol also aims at assisting the conservation of cetacean species by contribution to the collection of specimens and scientific data of national and international importance.
- 11.4 The Department believes that there are opportunities to meet the cultural interests of Taranaki Whānui ki Te Upoko o Te Ika and to facilitate the gathering of scientific information. This Protocol is intended to meet both needs by way of a co-operative approach to the management of whale strandings and to provide general guidelines for the management of whale strandings in the DOC Protocol Area, and for the recovery by Taranaki Whānui ki Te Upoko o Te Ika of bone and other material for cultural purposes from dead marine mammals.
- 11.5 There may be circumstances during a stranding in which euthanasia is required, for example if the animal is obviously distressed or if it is clear that a refloating operation will be unsuccessful. The decision to euthanise, which will be made in the best interests of marine mammals and public safety, is the responsibility of an officer or person authorised by the Minister of Conservation. The Department will make every effort to inform the governance entity before any decision to euthanise.
- 11.6 Both the Department and Taranaki Whānui ki Te Upoko o Te Ika acknowledge the scientific importance of information gathered at strandings. Decisions concerning the exact nature of the scientific samples required and the subsequent disposal of any dead animals, including their availability to the governance entity, will depend on the species.
- 11.7 The following species ("category 1 species") are known to strand most frequently on New Zealand shores. In principle these species should be available to the governance entity for the recovery of bone once scientific data and samples have been collected. If there are reasons why this principle should not be followed, they must be discussed between the parties to this Protocol. Category 1 species are:
- 11.7.1 common dolphins (*Delphinus delphis*)
- 11.7.2 long-finned pilot whales (*Globicephala melas*)
- 11.7.3 sperm whales (*Physeter macrocephalus*).

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11.8 The following species ("category 2 species") are either not commonly encountered in New Zealand waters, or may frequently strand here but are rare elsewhere in the world. For these reasons their scientific value has first priority. In most instances, bone from category 2 species will be made available to the governance entity after autopsy if requested.

- all baleen whales
- short-finned pilot whale (*Globicephala macrorhynchus*)
- beaked whales (all species, family Ziphiidae)
- pygmy sperm whale (*Kogia breviceps*)
- dwarf sperm whale (*Kogia simus*)
- bottlenose dolphin (*Tursiops truncatus*)
- Maui's dolphin (*Cephalorhynchus hectori maui*)
- dusky dolphin (*Lagenorhynchus obscurus*)
- Risso's dolphin (*Grampus griseus*)
- spotted dolphin (*Stenella attenuata*)
- striped dolphin (*Stenella coeruleoalba*)
- rough-toothed dolphin (*Steno bredanensis*)
- southern right whale dolphin (*Lissodelphis peronii*)
- spectacled porpoise (*Australophocoena dioptrica*)
- melon-headed whale (*Peponocephala electra*)
- pygmy killer whale (*Feresa attenuata*)
- false killer whale (*Pseudorca crassidens*)
- killer whale (*Orcinus orca*)
- any other species of cetacean previously unknown in New Zealand waters.

11.9 If the governance entity does not wish to recover the bone or otherwise participate the governance entity will notify the Department whereupon the Department will take responsibility for disposing of the carcass.

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- 11.10 Because the in-situ recovery of bones involves issues relating to public safety, including the risk of infection from dead and decaying tissue, it needs to be attempted only by the informed and skilled. Governance entity bone recovery teams will also want to ensure that the appropriate cultural tikanga is understood and followed. However, both parties acknowledge that generally burial will be the most practical option.
- 11.11 Subject to the prior agreement of the Conservator, where disposal of a dead stranded marine mammal is carried out by the governance entity, the Department will meet the costs incurred up to the estimated costs which would otherwise have been incurred by the Department to carry out the disposal.
- 11.12 The Department will:
- 11.12.1 reach agreement with the governance entity on authorised key contact people who will be available at short notice to make decisions on the desire of the governance entity to be involved when there is a marine mammal stranding;
 - 11.12.2 promptly notify the key contact people of all stranding events;
 - 11.12.3 discuss, as part of the disposal process, burial sites and, where practical, agree sites in advance which are to be used for disposing of carcasses in order to meet all the health and safety requirements and to avoid the possible violation of Taranaki Whānui ki Te Upoko o Te Ika tikanga; and
 - 11.12.4 consult with the governance entity in developing or contributing to research and monitoring of marine mammal populations within the DOC Protocol Area.

12 SPECIES MANAGEMENT

- 12.1 One of the Department's primary objectives is to ensure the survival of indigenous species and their genetic diversity. An important part of this work is to prioritise recovery actions in relation to the degree of threat to a species. The Department prioritises recovery actions at both a national and local level.
- 12.2 In recognition of the cultural, spiritual, historical and/or traditional association of the governance entity with species found within the DOC Protocol Area for which the Department has responsibility, the Department shall in relation to any species that the governance entity may identify as important to them through the processes provided under clauses 5 and 7 of this Protocol:
- 12.2.1 where a national recovery programme is being implemented within the DOC Protocol Area, where reasonably practicable, inform and provide opportunities for the governance entity to participate in that programme;
 - 12.2.2 advise the governance entity in advance of any Conservation Management Strategy amendments or reviews or the preparation of any statutory or non-statutory plans, policies or documents that relate to the management of those species within the DOC Protocol Area;

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12.2.3 where research and monitoring projects are being carried out by the Department within the DOC Protocol Area, where reasonably practicable provide the governance entity with opportunities to participate in those projects; and

12.2.4 advise the governance entity of the receipt of any completed research reports relating to any species within the DOC Protocol Area and provide copies of such report to the governance entity.

13 FRESHWATER FISHERIES

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

13.2 The Department shall consult with the governance entity, and provide for its participation where reasonably practicable in the conservation and management (including research) of customary freshwater fisheries and freshwater fish habitats.

13.3 The Department shall work at the Poneke Area Office level to provide for the active participation of the governance entity in the conservation, management and research of customary freshwater fisheries and freshwater fish habitats by:

13.3.1 seeking to identify areas for co-operation in advocacy, consistent with clause 16.3.1 of this Protocol, focusing on fish passage, minimum flows, protection and enhancement of riparian vegetation and habitats, water quality improvement and in the restoration, rehabilitation or enhancement of customary freshwater fisheries and their freshwater habitats;

13.3.2 consulting with the governance entity in developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements;

13.3.3 considering the governance entity as a possible science provider or collaborator for research projects funded or promoted by the Department in the same manner as other potential providers or collaborators; and

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

14 MARINE RESERVES

14.1 Marine Reserves are managed under the Marine Reserves Act 1971. The purpose of the Marine Reserves Act is to preserve for scientific study areas of New Zealand's territorial sea that contain underwater scenery, natural features or marine life of such distinctive quality, or which are so typical or beautiful or unique that their continued preservation is in the national interest.

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- 14.2 Within the DOC Protocol Area, the Department will work at both the Conservancy and Area Office level to:
- 14.2.1 notify the governance entity prior to undertaking any investigative work towards an application by the Department, or upon receipt of any application by a third party, for the establishment of a marine reserve;
 - 14.2.2 provide the governance entity with any assistance it may request from the Department in the preparation of an application for the establishment of a marine reserve;
 - 14.2.3 provide the governance entity with all information, to the extent reasonably practicable, regarding any application by either the Department or a third party for the establishment of a marine reserve;
 - 14.2.4 seek input from the governance entity on any application for a marine reserve within the DOC Protocol Area and use reasonable efforts to address any concerns expressed by the governance entity;
 - 14.2.5 involve the governance entity in any marine protection planning forums affecting the DOC Protocol Area; and
 - 14.2.6 involve the governance entity in the management of any marine reserve created.

15 PEST CONTROL

- 15.1 A key objective and function of the Department is to prevent, manage and control threats to natural, historic and cultural heritage values from terrestrial, aquatic and marine pests. This is to be done in a way that maximises the value from limited resources available to do this work.
- 15.2 The Department shall:
- 15.2.1 seek and facilitate early consultation with the governance entity on pest control activities within the DOC Protocol Area, particularly in relation to the use of poisons;
 - 15.2.2 provide the governance entity with opportunities to review and assess programmes and outcomes; and
 - 15.2.3 where appropriate, consider co-ordinating its pest control programmes with those of the governance entity when the governance entity is an adjoining landowner.

16 RESOURCE MANAGEMENT ACT 1991

- 16.1 The governance entity and the Department both have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.
- 16.2 From time to time, the governance entity and the Department will seek to identify issues of likely mutual interest for discussion. It is recognised that the Department and the

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governance entity will continue to make separate submissions in any Resource Management Act processes.

- 16.3 In carrying out advocacy under the Resource Management Act 1991, the Department shall:
- 16.3.1 discuss with the governance entity the general approach that may be taken by Taranaki Whānui ki Te Upoko o Te Ika and the Department in respect of advocacy under the Resource Management Act, and seek to identify their respective priorities and issues of mutual concern;
 - 16.3.2 have regard to the priorities and issues of mutual concern identified when the Department makes decisions in respect of advocacy under the Resource Management Act; and
 - 16.3.3 make non-confidential resource information available to the governance entity to assist in improving their effectiveness in resource management advocacy work.

17 VISITOR AND PUBLIC INFORMATION

- 17.1 The Department has a role to share knowledge about natural and historic heritage with visitors, to satisfy their requirements for information, increase their enjoyment and understanding of this heritage, and develop an awareness of the need for its conservation.
- 17.2 In providing public information, interpretation services and facilities for visitors on the land it manages, the Department acknowledges the importance to the governance entity of their cultural, traditional and historic values, and the association of Taranaki Whānui ki Te Upoko o Te Ika with the land the Department administers within the DOC Protocol Area.
- 17.3 The Department shall work with the governance entity at the Area Office level to encourage respect for Taranaki Whānui ki Te Upoko o Te Ika cultural heritage values by:
- 17.3.1 seeking to raise public awareness of any positive conservation partnerships between the governance entity, the Department and other stakeholders, for example, by way of publications, presentations, and seminars; and
 - 17.3.2 ensuring that information contained in the Department's publications is accurate and appropriate by:
 - (a) obtaining the consent of the governance entity for disclosure of information from it, and
 - (b) consulting with the governance entity prior to the use of information about Taranaki Whānui ki Te Upoko o Te Ika values for new interpretation panels, signs and visitor publications.

18 CONCESSION APPLICATIONS

- 18.1 By the end of the second year of this Protocol being issued and on a continuing basis, the Department will work with the governance entity to identify categories of concessions that

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will or may impact on the cultural, spiritual or historic values of Taranaki Whānui ki Te Upoko o Te Ika.

18.2 In relation to the concession applications within the categories identified by the Department and governance entity under clause 18.1, the Minister will:

18.2.1 encourage applicants to consult with the governance entity in the first instance;

18.2.2 consult with the governance entity with regard to any applications or renewals of applications within the DOC Protocol Area, and seek the input of the governance entity by:

- (a) providing for the governance entity to indicate within 2 working days whether an application for a One Off Concession has any impacts on Taranaki Whānui ki Te Upoko o Te Ika cultural, spiritual and historic values. If no response is received within 2 working days the Department may continue to process the concession application;
- (b) providing for the governance entity to indicate within 10 working days whether any other application has any impacts on Taranaki Whānui ki Te Upoko o Te Ika cultural, spiritual and historic values; and
- (c) if the governance entity indicates that an application under clause 18.2.2(b) has any such impacts, allowing a reasonable specified timeframe (of at least a further 10 working days) for comment;

18.2.3 when a concession is publicly notified, the Department will at the same time provide separate written notification to the governance entity;

18.2.4 prior to issuing concessions to carry out activities on land managed by the Department within the DOC Protocol Area, and following consultation with the governance entity, the Minister will:

- (a) advise the concessionaire of the governance entity tikanga and values and encourage communication between the concessionaire and the governance entity if appropriate; and
- (b) encourage the concessionaire to consult with the governance entity before using cultural information of Taranaki Whānui ki Te Upoko o Te Ika; and

18.2.5 ensure when issuing and renewing concessions that give authority for other parties to manage land administered by the Department, that those parties be required to manage the land according to the standards of conservation practice mentioned in clause 9.5.2.

19 PLACE NAMES

19.1 When Crown conservation areas in the DOC Protocol Area are to be named, the Department shall seek a recommendation from the governance entity on an appropriate name.

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20 STATUTORY LAND MANAGEMENT

- 20.1 From time to time, the Minister may vest a reserve in a local authority or other appropriate entity; or appoint a local authority to control and manage a reserve. When such an appointment or vesting is contemplated for sites in the DOC Protocol Area, the Department will consult the governance entity.

21 CONSULTATION

- 21.1 Where the Department is required to consult under this Protocol, the basic principles that will be followed by the Department in consulting with the governance entity in each case are:

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

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

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

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

- 21.2 Where the Department has consulted with the governance entity as specified in clause 21.1, the Department will report back to the governance entity on the decision made as a result of any such consultation.

22 CONTRACTING FOR SERVICES

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

23 PROTOCOL REVIEW

The first review of this protocol will take place no later than 12 months from the Settlement Date. Thereafter, the protocol will be reviewed on a two yearly basis.

24 DEFINITIONS

- 24.1 In this Protocol:

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

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: DOC PROTOCOL

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

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

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

governance entity means the trustees for the time being of the Port Nicholson Block Settlement Trust;

Kaitiaki means environmental guardians;

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

- (a) does not require a lease or licence; and
- (b) is assessed as having very low effects; and
- (c) complies with all relevant legislation, the relevant Conservation Management Strategy and Conservation Management Plans; and
- (d) where relevant, has clearly defined numbers of trips and/or landings; and
- (e) does not involve permanent structures; and
- (f) does not have a duration of more than three months; and
- (g) does not take place more than twice in any given six month period;

Protocol means a statement in writing, issued by the Crown through the Minister of Conservation to the Taranaki Whānui ki Te Upoko o Te Ika governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;

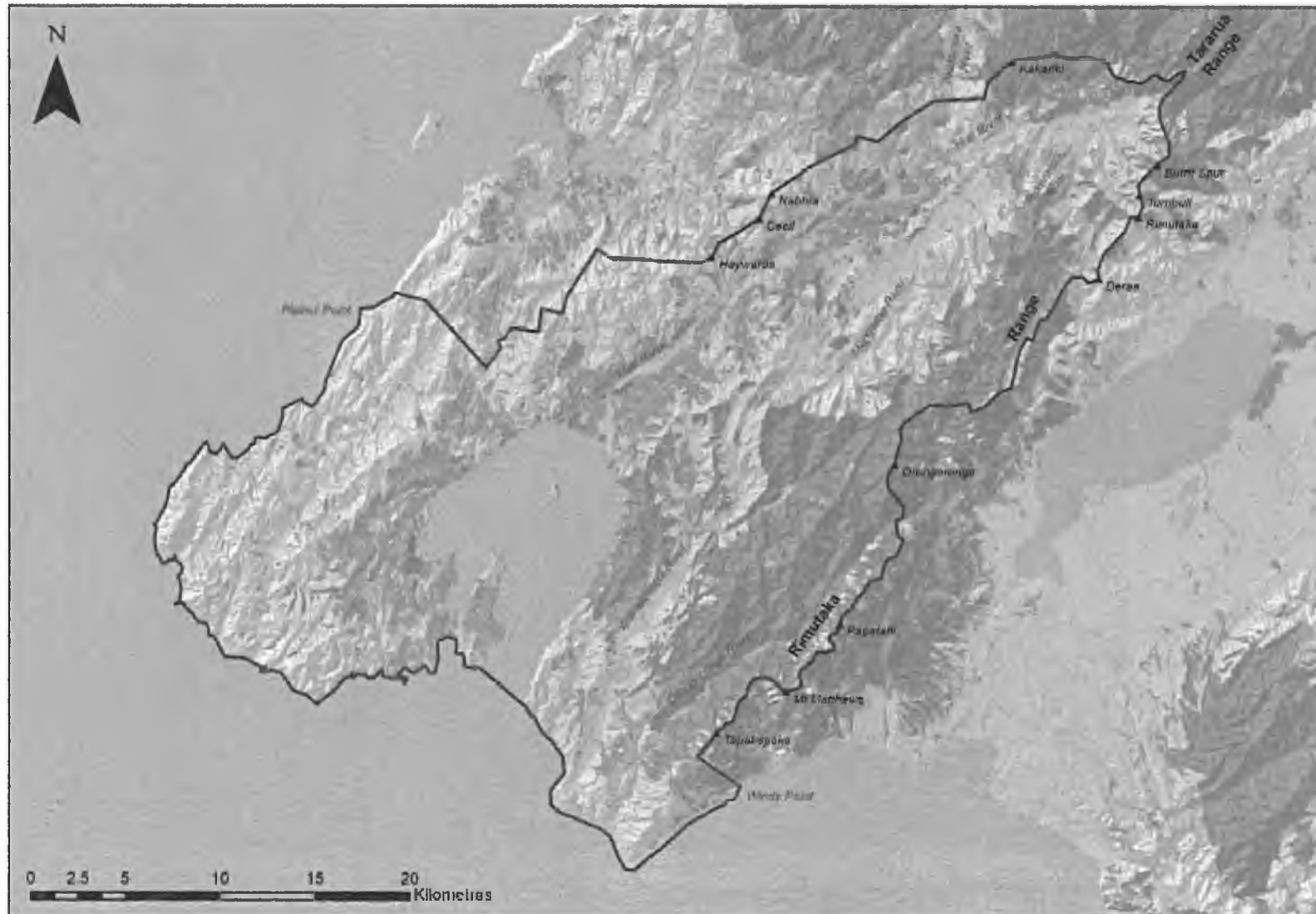
Settlement Date means the date that is 20 business days after the date on which the Settlement Legislation comes into force;

Taonga refers to any artefact or object that is associated with Maori culture or identity;

Taranaki Whānui ki Te Upoko o Te Ika has the meaning set out in clause 8.1 of the Deed of Settlement;

Tikanga Māori refers to Māori traditional customs; and

ATTACHMENT A
DOC PROTOCOL AREA



1 PROTOCOLS: DOC PROTOCOL

ATTACHMENT B

TERMS OF ISSUE

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

1 Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that:

1.1.1 a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (paragraph 3.3 of the provisions schedule); and

1.1.2 this Protocol does not override or limit:

- (a) legislative rights, powers, or obligations; or
- (b) the functions, duties, and powers of Ministers, officials, and others under legislation; or
- (c) the ability of the Crown to interact or consult with persons other than Taranaki Whānui ki Te Upoko o Te Ika or the governance entity.

2 Authority to issue, amend or cancel protocols

2.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) each responsible Minister may –
 - (a) issue a protocol to the governance entity in the form set out in part 1 of the documents schedule to the deed of settlement; and
 - (b) amend or cancel that protocol.
- (2) a protocol may be amended or cancelled under subsection (1) at the initiative of either –
 - (a) the governance entity; or
 - (b) the responsible Minister.
- (3) the responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the governance entity.

3 Protocols subject to rights, functions, and obligations

3.1 Section [*insert reference*] of the settlement legislation provides that:

1 PROTOCOLS: DOC PROTOCOL

protocols do not restrict:

- (1) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes, without limitation, the ability to –
 - (a) introduce legislation and change government policy; and
 - (b) issue a protocol to, or interact or consult with a person the Crown considers appropriate, including, without limitation, any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (2) the responsibilities of the responsible Minister or a responsible department; or
- (3) the legal rights of Taranaki Whānui ki Te Upoko o Te Ika or a representative entity.

4 Noting of this Protocol

4.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) a summary of the terms of this Protocol must be noted in the conservation documents affecting the DOC protocol area.
- (2) the noting of this Protocol is –
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to a conservation document for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

5 Enforcement of a protocol

5.1 Section [*insert number*] of the settlement legislation provides that:

- (1) the Crown must comply with a protocol while it is in force.
- (2) if the Crown fails, without good cause, to comply with a protocol, the governance entity may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) despite subsection (2), damages or any form of monetary compensation are not available as a remedy for failure by the Crown to comply with a protocol.
- (4) to avoid doubt,-
 - (a) subsections (1) and (2) do not apply to guidelines developed for the implementation of a protocol; and
 - (b) subsection (3) does not affect the ability of a court to award costs incurred in enforcing a protocol under subsection (2).

6 Limitation of rights

6.1 Section [*insert reference*] of the settlement legislation provides that:

this Protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, land held, managed, or administered or flora or fauna managed or administered, under –

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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- (a) the Conservation Act 1987; or
- (b) the statutes listed in Schedule 1 of that Act.



1 PROTOCOLS: FISHERIES PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF FISHERIES
REGARDING INTERACTION WITH TARANAKI WHĀNUI KI TE UPOKO O TE IKA ON
FISHERIES ISSUES**

1. INTRODUCTION

- 1.1 The Crown, through the Minister of Fisheries (the “**Minister**”) and Chief Executive of the Ministry of Fisheries (the “**Ministry**”), recognises that Taranaki Whānui ki Te Upoko o Te Ika as tangata whenua are entitled to have meaningful input into and participation in fisheries management processes that affect fish stocks in the Taranaki Whānui ki Te Upoko o Te Ika Fisheries Protocol Area (the **Fisheries Protocol Area**) and that are managed by the Ministry under the Fisheries Legislation.
- 1.2 Taranaki Whānui ki Te Upoko o Te Ika as tangata whenua, have a special relationship with all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area, all such species being taonga of Taranaki Whānui ki Te Upoko o Te Ika, and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed;
- 1.3 Under the Deed of Settlement dated [] between Taranaki Whānui ki Te Upoko o Te Ika and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister would issue a Fisheries Protocol (the “**Protocol**”) setting out how the Ministry will interact with Taranaki Whānui ki Te Upoko o Te Ika (the “**governance entity**”) in relation to matters specified in the Protocol. These matters are
- 1.3.1 recognition of the interests of Taranaki Whānui ki Te Upoko o Te Ika in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area;
 - 1.3.2 development of sustainability measures, fisheries regulations and fisheries plans;
 - 1.3.3 customary non-commercial fisheries management;
 - 1.3.4 research planning;
 - 1.3.5 nature and extent of fisheries services;
 - 1.3.6 contracting for services;
 - 1.3.7 employment of staff with customary non-commercial fisheries responsibilities;
 - 1.3.8 Rahui; and
 - 1.3.9 changes to policy and legislation affecting this Protocol.
- 1.4 For the purposes of this Protocol, the governance entity is the body representative of the whānau, hapū and iwi of Taranaki Whānui ki Te Upoko o Te Ika who have an interest in all species of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area.
- 1.5 Taranaki Whānui ki Te Upoko o Te Ika has a responsibility in relation to the preservation, protection and management of its customary non-commercial fisheries. This derives from the status of Taranaki Whānui ki Te Upoko o Te Ika as tangata whenua in the Fisheries Protocol Area. This is inextricably linked to whakapapa and has important cultural and spiritual dimensions. The obligations of the Ministry in respect of fisheries are to ensure ecological sustainability, to meet Te Tiriti o Waitangi/the Treaty of Waitangi and

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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international obligations. This enables efficient resource use and ensures the integrity of fisheries management systems.

- 1.6. The Ministry and Taranaki Whānui ki Te Upoko o Te Ika are seeking a relationship consistent with the 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 Fisheries Protocol.
- 1.7. The Minister and the Chief Executive of the Ministry (the “**Chief Executive**”) have certain powers, functions, and duties as set out in the Fisheries Act 1996. The Minister also has certain powers, functions and duties under the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.
- 1.8. This Protocol sets out how the Ministry, the Minister and Chief Executive will exercise their powers, functions and duties within the scope of the relevant legislation.
- 1.9. The intention is to create a relationship that achieves the fisheries policies and outcomes sought by both Taranaki Whānui ki Te Upoko o Te Ika and the Ministry, consistent with the Ministry’s obligations as set out in clause 1.3.
- 1.10. In accordance with this Protocol, Taranaki Whānui ki Te Upoko o Te Ika will have the opportunity for input into the policy, planning and decision-making processes relating to the matters set out in this Protocol.
- 1.11. The Ministry will advise the governance entity whenever it proposes to consult with a hapū of Taranaki Whānui ki Te Upoko o Te Ika or with another iwi or hapū with interests inside the Fisheries Protocol Area on matters that could affect Taranaki Whānui ki Te Upoko o Te Ika interests.

2. PROTOCOL AREA

- 2.1. This Protocol applies across the Fisheries Protocol Area which is defined as the area identified in the map in Attachment A of this Protocol.
- 2.2. The area extends from Windy Point (41°24.0'S 174°59.2'E) west and north along the coast to a point north of Pipinui Point (41°09.3'S. 174°46.1'E) and includes all waters extending out to the boundaries of the adjacent Fisheries Management Areas.
- 2.3. The Protocol Area also includes all natural lakes, rivers and streams on the landward side of mean high water spring along this extent of coast line.

3. TERMS OF ISSUE

- 3.1. This Protocol is issued pursuant to section [insert number] of the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act (the “**Settlement Legislation**”) that implements clause 9.4 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2. This Protocol must be read subject to the terms of issue as set out in Attachment B.

1 PROTOCOLS: FISHERIES PROTOCOL

4 IMPLEMENTATION AND COMMUNICATION OF THIS FISHERIES PROTOCOL

- 4.1 The Ministry will meet with the governance entity to agree a strategy to implement this Protocol as soon as practicable after this Protocol is issued. The strategy may include:
- 4.1.1 matters raised in this Protocol;
 - 4.1.2 reporting processes to be put in place, for example an annual report to be provided by the Ministry to the governance entity; and
 - 4.1.3 review processes for this Protocol.
- 4.2 The implementation strategy described in clause 4.1 of this Protocol will have effect from the effective date.
- 4.3 The Iwi's customary commercial activities are regulated through the Maori Fisheries Act 2004. The Act provides for the establishment of a Mandated Iwi Organisation which has responsibilities for iwi commercial fisheries and aquaculture in the Protocol Area. It also has responsibilities in customary non-commercial fisheries. Consequently, the governance entity may from time to time designate other groups that they feel are appropriate to speak on their behalf or represent them in discussions on some or all of this Protocol.
- 4.4 The Ministry and the governance entity will establish and maintain effective and efficient communication with each other on a continuing basis, by:
- 4.4.1 the governance entity providing, and the Ministry maintaining, information on their management arrangements office holders, and their addresses and contact details;
 - 4.4.2 the Ministry providing, and the governance entity maintaining, information on a primary Ministry contact;
 - 4.4.3 providing reasonable opportunities for the governance entity and Ministry managers and staff to meet with each other, including arranging annual meetings to discuss and (if possible) resolve any issue that has arisen in the past 12 months; and
 - 4.4.4 the Ministry identifying staff positions that will be working closely with the governance entity to inform those staff of the contents of this Protocol and their responsibilities and roles under it.
- 4.5 The Ministry will:
- 4.5.1 as far as reasonably practicable, provide the governance entity the opportunity to train relevant Ministry staff on their values and practices; and
 - 4.5.2 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Taranaki Whānui ki Te Upoko o Te Ika settlement, and provide ongoing information as required.



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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1 PROTOCOLS: FISHERIES PROTOCOL

5 TUNA / EELS

- 5.1 The Ministry recognises that the governance entity has a customary non-commercial interest in the tuna (eel) fishery within the Fisheries Protocol Area. In particular, the possibility of the enhancement of that fishery through the transfer of elvers and the possibility of farming tuna from glass eel harvested in the area.
- 5.2 In each of the three years after the Settlement Date, upon written notice, the governance entity may apply to the Chief Executive for a special permit under section 97 of the Fisheries Act 1996. Ministry staff shall meet with representatives of the governance entity at a mutually acceptable venue, and consult with them on the following:
- 5.2.1 the maximum quantity of undersized tuna (eel) that is likely to be permitted to be taken under a special permit (Permitted Catch) from each of the three sites within the Fisheries Protocol Area (up to a maximum of nine sites during the three year period after the Settlement Date); and
- 5.2.2 the likely conditions of any Permitted Catch, in relation to each of those specified sites, including the likely conditions in relation to the relocation of any of that Permitted Catch:
- (a) in waterways in the Fisheries Protocol Area; and
- (b) to aquaculture farms.
- 5.3 In recognition of the particular importance of tuna/eel fisheries to the governance entity the Chief Executive will consider, in accordance with relevant legislation and operational processes, any application from the governance entity for a special permit to take undersized tuna (elvers or glass eels) from waterways within the Fisheries Protocol Area as part of any enhancement or aquaculture project.
- 5.4 For the purposes of clauses 5.1 to 5.3:
- 5.4.1 tuna (eel) is defined as:
- (a) *Anguilla dieffenbachii* (longfinned eel);
- (b) *Anguilla australis* (shortfinned eel); and
- (c) *Anguilla rheinhartii* (Australian longfinned eel); and
- 5.4.2 undersized tuna (eel) is tuna (eel) with a weight less than the minimum weight prescribed for the taking of tuna (eel) by or under the Fisheries Act 1996 (which, at the date of the Deed of Settlement, was 220 grams).

6 PAUA FISHERY

- 6.1 The Ministry recognises that Taranaki Whānui ki Te Upoko o Te Ika have a customary non-commercial interest in the paua fishery within the Fisheries Protocol Area.
- 6.2 Officials from the Ministry will provide for input and participation of Taranaki Whānui ki Te Upoko o Te Ika by seeking their views on the management measures to be taken to sustainably manage the paua fishery. Such input and participation will occur prior to any decision being taken to give effect to any proposal. This will be held at a Taranaki Whānui

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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ki Te Upoko o Te Ika marae or any other appropriate venue within the Fisheries Protocol Area that is chosen by the governance entity.

- 6.3 The Ministry will also provide the governance entity with the opportunity to participate in research planning in the paua fishery. Further, the governance entity will be consulted on the Ministry's compliance planning that would affect the paua fishery. Further details on the governance entity's involvement in research planning are outlined in section 11 of this Protocol.
- 6.4 The Minister will ensure when considering any proposal affecting the paua fishery in the Fisheries Protocol Area, that the customary non-commercial fishing interests of Taranaki Whānui ki Te Upoko o Te Ika are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.

7 THE PARANGARAHU (PENCARROW) LAKES

- 7.1 The Ministry recognises that Taranaki Whānui ki Te Upoko o Te Ika is the owner of the Parangarahu (Pencarrow) Lake beds (Kohangapiripiri and Kohangatera).
- 7.2 Officials from the Ministry will provide for the input and participation of the governance entity by seeking their views on fisheries management measures to be taken to sustainably manage fishing in the Lakes. Such input and participation will occur prior to any decision being taken to give effect to any proposal and will be held at a Taranaki Whānui ki Te Upoko o Te Ika marae or any other appropriate venue within the Fisheries Protocol Area that is chosen by the governance entity.
- 7.3 The Ministry would also provide the governance entity the opportunity to participate in research planning for research to be conducted in the Parangarahu (Pencarrow) Lakes and be consulted on the Ministry's compliance planning that would affect the Parangarahu (Pencarrow) Lakes.

8 DEVELOPMENT OF SUSTAINABILITY MEASURES, FISHERIES REGULATIONS AND FISHERIES PLANS AND CONSULTATION

- 8.1 The Minister exercises powers and functions under the Fisheries Act 1996 relating to the setting of sustainability measures and the approval of a Fisheries Plan for any species of fish aquatic life or seaweed within the Fisheries Protocol Area. Further, the Fisheries Act 1996 provides the power to make regulations affecting the Fisheries Protocol Area.

The Fisheries Act 1996 and The Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 provides the authority for consultation.

When exercising powers or functions the Minister shall:

- 8.1.1 provide the governance entity with all reasonably available background information in relation to the setting of sustainability measures, the making of fisheries regulations, and the development/implementation of fisheries plans;
- 8.1.2 inform the governance entity, in writing, of any proposed changes in relation to:



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- (a) the setting of sustainability measures;
 - (b) the making, or repealing of fisheries regulations;
 - (c) the development/implementation of fisheries plans;
 - (d) as soon as reasonably practicable to enable Taranaki Whānui ki Te Upoko o Te Ika to respond in an informed way.
- 8.1.3 provide the governance entity at least 30 working days from receipt of the written information described in clause 8.1.2 in which to respond, verbally or in writing, to any such proposed changes;
- 8.1.4 as far as reasonably practicable, meet with the governance entity to discuss any proposed changes to sustainability measures, fisheries regulations, or fisheries plans, if requested by the governance entity to do so;
- 8.1.5 incorporate the views of the governance entity into any advice given to the Minister or other stakeholders on proposed changes to sustainability measures, fisheries regulations, or fisheries plans that affect the governance entity's interests, and provide a copy of that advice to the governance entity; and
- 8.1.6 report back to the governance entity within 20 working days of any final decision in relation to sustainability measures, fisheries regulations, or fisheries plans.

9 MANAGEMENT PLANNING

- 9.1 The governance entity will develop a fisheries management plan that relates to the Fisheries Protocol Area.
- 9.2 The Ministry will assist the governance entity, within the resources available to the Ministry, to develop a fisheries management plan that relates to the Fisheries Protocol Area.
- 9.3 The parties agree that the plan will address:
- 9.3.1 the objectives of the governance entity for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Fisheries Protocol Area;
 - 9.3.2 how the governance entity will participate in fisheries management in the Fisheries Protocol Area;
 - 9.3.3 how the customary, commercial and recreational fishing interests of the governance entity will be managed in an integrated way; and
 - 9.3.4 how the governance entity will participate in the Ministry's sustainability processes that affect fisheries resources and seaweed in the Fisheries Protocol Area.
- 9.4 The parties agree to meet, as soon as reasonably practicable after the effective date, to discuss:
- 9.4.1 the content of the fisheries management plan, including how the plan will legally express, protect and recognise the mana of Taranaki Whānui ki Te Upoko o Te Ika; and
 - 9.4.2 ways in which the Ministry will work with the governance entity to develop and review the plan.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: FISHERIES PROTOCOL

10 REGIONAL IWI FORUMS

- 10.1 The Ministry is working with Iwi to establish regional Iwi forums to enable Iwi to have input into and participate in processes to address sustainability measures, fisheries regulations, fisheries plans and the establishment of marine protected areas.
- 10.2 Where the Ministry is seeking to establish a regional Iwi forum in an area that will include the Fisheries Protocol Area, the Ministry will ensure that Taranaki Whānui ki Te Upoko o Te Ika will have an opportunity to participate in the development and operation of that forum.

11 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

- 11.1 The Ministry undertakes to provide the governance entity with such information and assistance (within its resource capabilities) as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include, but is not limited to:
- 11.1.1 discussions with the Ministry on the implementation of the regulations within the Fisheries Protocol Area;
 - 11.1.2 provision of existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area;
 - 11.1.3 resources to assist the governance entity to carry out their role in the development of fisheries bylaws; and
 - 11.1.4 training the governance entity to enable them to administer and implement the fisheries regulations.

12 RESEARCH PLANNING PROCESS

- 12.1 The Ministry will provide the governance entity with all reasonably available background information to participate in the processes, timelines and objectives associated with the research planning process of the Ministry.
- 12.2 The Ministry will consult with the governance entity on all research proposals for fisheries within the Fisheries Protocol Area.
- 12.3 The Ministry will provide the governance entity, within 30 working days of the execution of the Protocol, with information on the requirements for becoming an 'Approved Research Provider'. Should the requirements for becoming and remaining an 'Approved Research Provider' change over time; the Ministry will inform them about those changes.

Paua Fishery

- 12.4 Taranaki Whānui ki Te Upoko o Te Ika has an interest in the conduct of any research involving paua. Where they seek to conduct research on paua, the Ministry will consult with and provide advice to the governance entity on the requirements to undertake such research.
- 12.5 Where other parties wish to conduct research within the Fisheries Protocol Area, the Ministry will consult the governance entity on the research application and take account of its views when considering whether a research permit should be granted or the conditions applying to such a research permit.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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1 PROTOCOLS: FISHERIES PROTOCOL

13 NATURE AND EXTENT OF FISHERIES SERVICES

- 13.1 The Ministry will each year consult with the governance entity on the Ministry's annual business plan.
- 13.2 The Ministry will provide the governance entity with the opportunity to put forward proposals for the provision of services that they deem necessary for the management of fisheries within the Fisheries Protocol Area.

14 CONTRACTING FOR SERVICES

- 14.1 The Ministry will consult with the governance entity in respect of any contract for the provision of services that may impact on the management of customary fisheries within the Fisheries Protocol Area.

15 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

- 15.1 The Ministry will consult with the governance entity on certain aspects of the employment of Ministry staff if a particular vacancy directly affects the fisheries interests of Taranaki Whānui ki Te Upoko o Te Ika within the Fisheries Protocol Area.
- 15.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other Iwi as well as those of Taranaki Whānui ki Te Upoko o Te Ika, and may be achieved by one or more of the following:
- 15.2.1 consultation on the job description and work programme;
 - 15.2.2 direct notification of the vacancy;
 - 15.2.3 consultation on the location of the position; and
 - 15.2.4 input into the selection of the interview panel.

16 RĀHUI

- 16.1 The Ministry recognises that rāhui is a traditional use and management practice of Taranaki Whānui ki Te Upoko o Te Ika and supports their rights to place traditional rāhui over their customary fisheries.
- 16.2 The Ministry and the governance entity acknowledge that a traditional rāhui placed by the governance entity over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice.
- 16.3 The governance entity undertakes to inform the Ministry of the placing and the lifting of a rāhui over their customary fisheries.
- 16.4 The Ministry undertakes to inform a representative of any fisheries stakeholder groups that fish in the area, to which the rāhui has been applied, to the extent that such groups exist, of the placing and lifting of the rāhui by the governance entity over their customary fisheries, in a manner consistent with the understandings outlined in clause 16.2 above.
- 16.5 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by the governance entity over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these

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requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

17 CONSULTATION

- 17.1 Where the Ministry is required to consult under clauses 6.3, 12.2, 12.4, 12.5, 13.1, 14.1 and 15.1 of this Protocol, the basic principles that will be followed by the Ministry in consulting with the governance entity in each case are:
- 17.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
 - 17.1.2 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;
 - 17.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation; and
 - 17.1.4 ensuring that the Ministry will approach consultation with the governance entity with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation.
- 17.2 Where the Ministry has consulted with the governance entity as specified in clause 17.1, the Ministry will report back to the governance entity on the decisions made as a result of any such consultation.

18 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 18.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment to the Fisheries Act 1996 which impacts upon this Protocol, the Ministry shall:
- 18.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which iwi will be consulted;
 - 18.1.2 make available to the governance entity the information provided to iwi as part of the consultation process referred to in this clause; and
 - 18.1.3 report back to the governance entity on the outcome of any such consultation.

19 DEFINITIONS

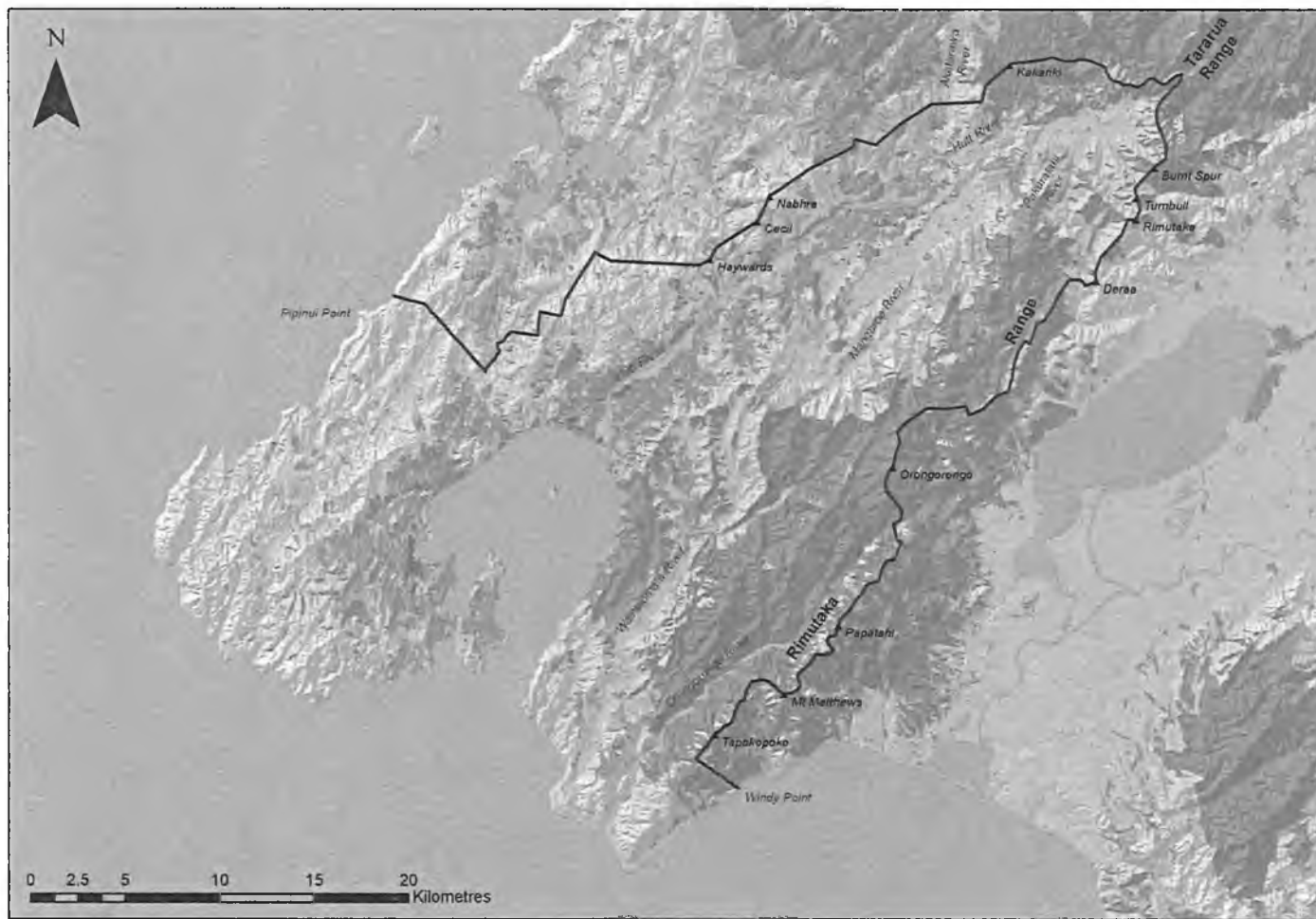
- 19.1 In this Protocol:

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

governance entity has the meaning set out in paragraph 8.1 of the provisions schedule to the Deed of Settlement; and

1 PROTOCOLS: FISHERIES PROTOCOL

ATTACHMENT A
FISHERIES PROTOCOL AREA



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1 PROTOCOLS: FISHERIES PROTOCOL

ATTACHMENT B

TERMS OF ISSUE

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

1 Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that:

1.1.1 a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (paragraph 3.3 of the provisions schedule);

1.1.2 this Protocol does not override or limit:

- (a) legislative rights, powers, or obligations; or
- (b) the functions, duties, and powers of Ministers, officials, and others under legislation; or
- (c) the ability of the Crown to interact or consult with persons other than Taranaki Whānui ki Te Upoko o Te Ika or the governance entity.

2 Authority to issue, amend or cancel protocols

2.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) each responsible Minister may –
 - (a) issue a protocol to the governance entity in the form set out in part 1 of the documents schedule to the deed of settlement; and
 - (b) amend or cancel that protocol.
- (2) a protocol may be amended or cancelled under subsection (1) at the initiative of either –
 - (a) the governance entity; or
 - (b) the responsible Minister.
- (3) the responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the governance entity.

3 Protocols subject to rights, functions, and obligations

3.1 Section [*insert reference*] of the settlement legislation provides that:

1 PROTOCOLS: FISHERIES PROTOCOL

protocols do not restrict:

- (1) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes, without limitation, the ability to –
 - (a) introduce legislation and change government policy; and
 - (b) issue a protocol to, or interact or consult with a person the Crown considers appropriate, including, without limitation, any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (2) the responsibilities of the responsible Minister or a responsible department; or
- (3) the legal rights of the governance entity or a representative entity.

4 Noting of this Protocol

4.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) a summary of the terms of this Protocol must be noted in the fisheries plans affecting the fisheries protocol area.
- (2) the noting of this Protocol is –
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to a fisheries plan for the purposes of section 11A of the Fisheries Act 1996.

5 Enforcement of a protocol

5.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) the Crown must comply with a protocol while it is in force.
- (2) if the Crown fails, without good cause, to comply with a protocol, the governance entity may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) despite subsection (2), damages or any form of monetary compensation are not available as a remedy for failure by the Crown to comply with a protocol.
- (4) to avoid doubt,-
 - (a) subsections (1) and (2) do not apply to guidelines developed for the implementation of a protocol; and
 - (b) subsection (3) does not affect the ability of a court to award costs incurred in enforcing a protocol under subsection (2).

6 Limitation of rights

6.1 Section [*insert reference*] of the settlement legislation provides that:

this Protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, assets or other property rights (including in respect of fish, aquatic life, and seaweed) held, managed, or administered under any of the following enactments:

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1 PROTOCOLS: FISHERIES PROTOCOL

- (a) the Fisheries Act 1996:
- (b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992:
- (c) the Maori Commercial Aquaculture Claims Settlement Act 2004;
- (d) the Maori Fisheries Act 2004.



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE
AND HERITAGE REGARDING INTERACTION WITH TARANAKI WHĀNUI KI TE UPOKO O
TE IKA ON SPECIFIED ISSUES**

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between Taranaki Whānui ki Te Upoko o Te Ika and the Crown (the “Deed of Settlement”), the Crown agreed that the Minister for Arts, Culture and Heritage (the “Minister”) would issue a protocol (the “Protocol”) setting out how the Minister and the Chief Executive for the Ministry for Culture and Heritage (the “Chief Executive”) will interact with the governance entity on matters specified in the Protocol. These matters are:
- 1.1.1 Protocol Area – Part 2;
 - 1.1.2 Terms of issue – Part 3
 - 1.1.3 Implementation and communication – Part 4
 - 1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 – Part 5
 - 1.1.5 The role of the Minister under the Protected Objects Act 1975 – Part 6
 - 1.1.6 Taranaki Whānui ki Te Upoko o Te Ika Ngā Taonga Tūturu held by Te Papa Tongarewa – Part 7
 - 1.1.7 Effects on Taranaki Whānui ki Te Upoko o Te Ika’s interest in the Protocol Area – Part 8
 - 1.1.8 Registration as a collector of Ngā Taonga Tūturu – Part 9
 - 1.1.9 Board Appointments – Part 10
 - 1.1.10 National Monuments, War Graves and Historical Graves – Part 11
 - 1.1.11 Grave of Honiana Te Puni – Part 12
 - 1.1.12 History publications relating to Taranaki Whānui ki Te Upoko o Te Ika – Part 13
 - 1.1.13 Cultural and/or Spiritual Practices and Tendering – Part 14
 - 1.1.14 Consultation – Part 15
 - 1.1.15 Changes to legislation affecting this Protocol –Part 16
 - 1.1.16 Definitions – Part 17
- 1.2 For the purposes of this Protocol the governance entity is the body representative of the whanau, hapū, and iwi of Taranaki Whānui ki Te Upoko o Te Ika 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.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

- 1.3 The Ministry and the governance entity are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provides the basis for the relationship between the parties to this Protocol, as set out in this Protocol.
- 1.4 The purpose of the Protected Objects Act 1975 is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.
- 1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in Clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input, into matters set out in Clause 1.1.

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 [] of the Port Nicholson Block (Taranaki Whānui ki Te Upoko) Claims Settlement Act [] ("the Settlement Legislation") that implements the Taranaki Whānui ki te Upoko o Te Ika Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

4 IMPLEMENTATION AND COMMUNICATION

- 4.1 The Chief Executive will maintain effective communication with the governance entity by:
 - 4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;
 - 4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;
 - 4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry Managers and staff;
 - 4.1.4 meeting with the governance entity to review the implementation of this Protocol 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.

1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

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

General

- 5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the governance entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:
- 5.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika 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 Taranaki Whānui ki te Upoko o te Ika 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 Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand;
 - 5.1.4 notify the governance entity in writing of its right to apply directly to the Maori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika 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 Maori 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 Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Applications for Ownership

- 5.2. If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Taranaki Whānui ki te Upoko o te Ika 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.



1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

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 Taranaki Whānui ki te Upoko o te Ika origin found elsewhere in New Zealand by the governance entity or any other person, the Chief Executive will:
- 5.5.1 consult the governance entity where there is any request from any other person for the custody of the Taonga Tūturu;
- 5.5.2 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and
- 5.5.3 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

- 5.6 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of Taranaki Whānui ki te Upoko o te Ika 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 Taranaki Whānui ki te Upoko o te Ika 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.
- 6.1.3 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. TARANAKI WHĀNUI KI TE UPOKO O TE IKA NGA TAONGA TUTURU HELD BY TE PAPA TONGAREWA

- 7.1 The Chief Executive will invite Te Papa Tongarewa to enter into a relationship with the governance entity, for the purposes of Te Papa Tongarewa compiling a full inventory of Taonga Tūturu held by Te Papa Tongarewa, which are of cultural, spiritual and historical importance to Taranaki Whānui ki Te Upoko o Te Ika; and

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

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

8. EFFECTS ON TARANAKI WHĀNUI KI TE UPOKO O TE IKA'S INTERESTS IN THE PROTOCOL AREA

8.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Taranaki Whānui ki Te Upoko o Te Ika interests in the Protocol Area.

8.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Taranaki Whānui ki Te Upoko o te Ika interest in the Protocol Area.

8.3 Notwithstanding paragraphs 8.1 and 8.2 above the Chief Executive and governance entity shall meet to discuss Taranaki Whānui ki Te Upoko o Te Ika interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

9. REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

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

10. BOARD APPOINTMENTS

10.1 The Chief Executive shall:

10.1.1 notify the governance entity of any vacancies on Boards administered by the Ministry;

10.1.2 include governance entity nominees in the Ministry for Culture and Heritage's Nomination Register, for consideration during the process of making Board appointments; and

10.1.3 notify the governance entity of any appointments to any Boards administered by the Ministry, where these are publicly notified.

11. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

11.1 The Chief Executive shall seek and consider the views of the governance entity on any national monument, war grave, historical grave or urupā, managed or administered by the Ministry, which specifically relates to Taranaki Whānui ki Te Upoko o Te Ika's interests.

12. GRAVE OF HONIANA TE PUNI

12.1 The Chief Executive shall have regard to the views of the governance entity in relation to any matter concerning the grave of Honiana Te Puni.

13. HISTORY PUBLICATIONS RELATING TO TARANAKI WHĀNUI KI TE UPOKO O TE IKA

13.1 The Chief Executive shall:



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

13.1.1 provide the governance entity with a list of all history publications commissioned or undertaken by the Ministry that relates substantially to Taranaki Whānui ki Te Upoko o Te Ika, and will supply these on request; and

13.1.2 discuss with the governance entity any work the Ministry undertakes that deals specifically or substantially with Taranaki Whānui ki Te Upoko o Te Ika.

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

14.1 When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Taranaki Whānui ki Te Upoko o Te Ika within the Protocol Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.

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

14.3 The procurement by the Chief Executive of any such services set out in Clauses 14.1 and 14.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

15. CONSULTATION

15.1 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:

15.1.1 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;

15.1.2 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;

15.1.3 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;

15.1.4 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

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

16 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

16.1 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:

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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1 PROTOCOLS: MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

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

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

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

17. DEFINITIONS

17.1 In this Protocol:

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

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

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

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

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

governance entity means the trustees for the time being of the Port Nicholson Block Settlement Trust.

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

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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(c) is more than 50 years old

Taranaki Whānui ki Te Upoko o Te Ika has the meaning set out in clause 8.1 of the Deed of Settlement.

ISSUED on []

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

WITNESS

Name:

Occupation:

Address:



ATTACHMENT B

TERMS OF ISSUE

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

1 Provisions of the deed of settlement relating to this Protocol

1.1 The deed of settlement provides that:

1.1.1 a failure by the Crown to comply with a protocol is not a breach of the deed of settlement (paragraph 3.3 of the provisions schedule); and

1.1.2 this protocol does not override or limit:

- (a) legislative rights, powers, or obligations; or
- (b) the functions, duties, and powers of Ministers, officials and others under legislation; or
- (c) the ability of the Crown to interact or consult with persons other than Taranaki Whānui ki Te Upoko o Te Ika or the governance entity.

2 Authority to issue, amend or cancel protocols

2.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) each responsible Minister may –
 - (a) issue a protocol to the governance entity in the form set out in part 1 of the documents schedule to the deed of settlement; and
 - (b) amend or cancel that protocol.
- (2) a protocol may be amended or cancelled under subsection (1) at the initiative of either –
 - (a) the governance entity; or
 - (b) the responsible Minister.
- (3) the responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the governance entity.

3 Protocols subject to rights, functions, and obligations

3.1 Section [*insert reference*] of the settlement legislation provides that:

protocols do not restrict:

- (1) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes, without limitation, the ability to –

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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1 PROTOCOLS: THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

- (a) introduce legislation and change government policy; and
 - (b) issue a protocol to, or interact or consult with a person the Crown considers appropriate, including, without limitation, any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (4) the responsibilities of the responsible Minister or a responsible department; or
- (5) the legal rights of Taranaki Whānui ki Te Upoko o Te Ika or entity a representative entity.

4 Enforcement of a protocol

4.1 Section [*insert reference*] of the settlement legislation provides that:

- (1) the Crown must comply with a protocol while it is in force.
- (2) if the Crown fails, without good cause, to comply with a protocol, the governance entity may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) despite subsection (2), damages or any form of monetary compensation are not available as a remedy for failure by the Crown to comply with a protocol.
- (4) to avoid doubt,-
 - (a) subsections (1) and (2) do not apply to guidelines developed for the implementation of a protocol; and
 - (b) subsection (3) does not affect the ability of a court to award costs incurred in enforcing a protocol under subsection (2).

5 Limitation of rights

5.1 Section [*insert reference*] of the settlement legislation provides that:

this Protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, taonga tūturu.

2 STATEMENTS OF ASSOCIATION

The traditional, historical, cultural and spiritual associations of Taranaki Whānui ki Te Upoko o Te Ika with a particular area or site.

Kaiwharawhara Stream

The Kaiwharawhara stream has had a close association with Taranaki Whānui ki Te Upoko o Te Ika from its origins in Otari to its outlet to Wellington Harbour as one of the key source streams flowing to the harbour. Kaiwharawhara Pā, which was the early stronghold of Taringa Kuri (Te Kaeaea) and formed a gateway into Wellington Town, was located on the side of the Kaiwharawhara stream at its mouth. A trail wound through the forest from Thorndon, crossed the Kaiwharawhara Stream in Otari Reserve, headed up the spur and continued on to Makara. This section of the Kaiwharawhara Stream was then known as Te Mahanga. The track linked Taranaki Whānui ki Te Upoko o Te Ika settlements at Makara and Kaiwharawhara.

Settlers recorded gardens situated near the stream and Taranaki Whānui ki Te Upoko o Te Ika caught kaka in a clearing by the stream. Otari can mean "the place of snares". This stream like the others around the harbour held a stock of tuna (eel) that fed as they grew to maturity prior to migrating to spawn. Piharau, inanga and kokopu came into the stream to spawn along with other freshwater species.

Coastal Marine Area

The Taranaki Whānui ki Te Upoko o Te Ika coastal marine area extends in the east from the settlement of Mukamukaiti in Palliser Bay. The area proceeds along that coastline towards Turakirae. This was, and is, an area used intensively by Taranaki Whānui ki Te Upoko o Te Ika to gather kaimoana of a great variety and abundance. Turakirae sits at the foot of the range that becomes Rimutaka. The area extends past the kainga of Orongorongo and Orua-poua-nui (Baring Head), with their associated marine resources and garden areas (nga kinga), and thence to the multiple sites of Fitzroy Bay which include the ancient Pā of Parangarehu to the bay-bar lakes of Kohanga-te-ra and Kohanga Piripiri. The lakes are very important mahinga kai and match the food producing capacity of the bay itself. Te Rae-akiaki, now known as Pencarrow Head, guarded the entrance to the harbour and travellers heading east crossed the channels of Te Au o Tane (main entrance to the Wellington Harbour) and Te Awa a Taia (the old channel which is now Kilbirnie) from the Harbour.

The coastal marine area extends around the coast past the old Pā of Oruaiti, Rangitatau which is in the vicinity of Palmer Head. It continues to Island Bay, past the ancient Pā of Uruhau (which is opposite Tapu te Ranga in Island Bay) as well as the kainga of Te Mapunga, then around to a village at Owhiro Bay.

The Wellington south coast has many sites dating from the earliest Māori occupation. Rimurapa (Sinclair Head) like Turakirae is a traditional marker as is Pariwhero (Red Rocks). The next pā was Wai-komaru then around to Pirihihi Kainga at Waiariki Stream through the kainga at Wai-pahihi (Karori) stream and then to the exposed kainga at Oterongo.

The west coast from Te Rawhiti, the western most point around to the bays which each contained at least one pā or kainga of Ohau then around to Te Ika Maru with its ancient headland pā and its rich resource of paua and other kaimoana. The next embayment heading north is Opau which is followed by many sites to Makara Beach and the Ohariu Pā along with Te Arei Pā and thence to the northernmost settlement of Ngutu Kaka just north of Pipinui Point near Boom Rock.

2: STATEMENTS OF ASSOCIATION

Hutt River

Te Awakairangi is the oldest name for the Hutt River attributed to the Polynesian explorer Kupe. It was also known as Heretaunga in a later period. The origins of the streams flowing to Awakairangi are high in the Tararua Range. The stream and rivers lead down through Pakuratahi at the head of the Hutt Valley. Taranaki Whānui ki Te Upoko o Te Ika had interests at Pakuratahi. The trail linking Te Whanganui a Tara and the Wairarapa came through Pakuratahi and over the Rimutaka Range. Prior to the 1855 uplift Te Awakairangi was navigable by waka up to Pakuratahi and the river was navigable by European ships almost to Whirinaki (Silverstream).

Taranaki Whānui ki Te Upoko o Te Ika travelled in the Hutt Valley largely by waka. There were few trails through the heavy forest of the valley. Many Taranaki Whānui ki Te Upoko o Te Ika Kainga and Pā were close to the river including at Haukaretu (Maoribank), Whakataka Pā (which was across the bank from what is now Te Marua), Mawaihakona (Wallaceville), Whirinaki, Motutawa Pā (Avalon), Maraenuku Pā (Boulcott), Paetutu Pā and at the mouth of the river, Hikoikoi Pā to the west and Waiwhetu Pā (Owhiti) to the east.

Te Awakairangi linked the settlements as well as being a food supply for the pā and kainga along the river. Mahinga kai were found along the river such as Te Momi (Petone) which was a wetland that held abundant resources of birds, tuna and other food sources. The river ranged across the valley floor and changed course several times leaving rich garden sites. Waka were carved from forest trees felled for that purpose close to the river.

Waiwhetu Stream

The Waiwhetu Stream arises in the foothills above Naenae. Along the stream were the pā and kainga of Te Mako Pā (Naenae), Ngutu-Ihe Pā (Gracefield), Waiwhetu Pā, and Owhiti Pā. The present Waiwhetu Marae is located on the Waiwhetu Stream on Hutt Section 19 where a village site was previously located. Near the mouth of the stream were the pā of Waiwhetu and Owhiti along with their urupā which are still in use today. In pre-colonial times the stream was larger and able to be accessed by waka for considerable distance. Today modern waka taua carved in the traditional style are housed on the banks of the Waiwhetu Stream. The stream was also a source of tuna, piharau as well as kokopu and other freshwater species of fish.

Wellington Harbour

The harbour was one of the highways used by Taranaki Whānui ki Te Upoko o Te Ika. At the time of pākehā settlement in 1839, it was crowded with waka of all types and was used for transport, fishing and sometimes warfare.

The harbour was a very significant fishery both in terms of various finfish and whales as well as shellfish. The relatively sheltered waters of the harbour meant that Māori could fish at most times from simple waka. The rocks in and around the harbour were named such as Te Aroaro a Kupe (Steeple Rock), Te Tangihanga a Kupe (Barrett's Reef) and so on. There were takiwa for whanau around the harbour and each had associated fisheries such as for ngōiro (conger eel). Each marae around the harbour had its rohe moana and the associated fishery. Pipitea Pā was named for the pipi bed in its immediate rohe moana. There are places within the harbour which were special for certain species such as kingfish and hapuku. Matiu Island had several pā or kainga situated around the island, each of which had a rohe moana to provide the food source to sustain them. Other resources came from the harbour including the seaweed such as karengo (sea lettuce), the bull kelp (rimurapa) and many others along with shellfish used variously at the pā. The mouths of the streams held their special resources such as the inanga (whitebait), piharau (lamprey), kahawai and tuna (eel).

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

2: STATEMENTS OF ASSOCIATION

The freshwater sources of the harbour were well known and highly prized not only by Taranaki Whānui ki Te Upoko o Te Ika, but also by the European traders who would fill water barrels while their sailing ships were anchored in the harbour. It is noted that these freshwater puna are still used to supply fresh water to Matiu/Somes.

The bed of the harbour is associated with the pā including Te Aro, Pipitea, Pito-one/Te Tatau o te Po, Waiwhetu, Owhiti, Hikoikoi, as well as those pā such as Kaiwharawhara, Ngauranga and others which were around the harbour just prior to colonisation.

Riverside Drive Marginal Strip

Riverside Drive marginal strip is located along the Waiwhetu Stream South. Taranaki Whānui ki Te Upoko o Te Ika consider the marginal strip to be an integral part of the stream. The bed, banks and the flow of the stream are viewed as a single entity. The banks were used for the preparation of the tuna (eel) including to pawhara (to open and dry) the catch. The pā tuna (eel weirs) and utu piharau (lamprey weirs) were assembled to capture the tuna heke when the mature tuna were migrating downstream to the ocean to spawn, and the lamprey as they headed upstream to spawn. The association with Waiwhetu Marae is long established as well as the older association with the old marae at the mouth of the Hutt River.

Seaview Marginal Strip

Seaview marginal strip is along the area of the Waiwhetu Stream close to its mouth which discharges into the Hutt River near its mouth. The area is closely associated with the old Waiwhetu Pā and the Owhiti Pā and the urupā associated with those places. These areas were (and still are) associated with estuarine fishing including for kahawai, inanga and patiki among other species. Nets and lines were dried on the banks to be repaired as the catch was prepared. Taranaki Whānui ki Te Upoko o Te Ika would have seasonally camped near these areas for the catching of migrations and gatherings of fish which were harvested dried and stored for future use.

Government Buildings Historic Reserve

The Government Building Historic Reserve is the foreshore of the traditional tauranga waka called Waititi and is now known as Waititi landing. This area was also the mouth of the Waipiro and Tutaenui Streams, an area associated with urupā in the area. The Ngati Te Whiti people of Kumutoto pā (which was located where the present day Woodward Street intersects with the Terrace) had interests in the area as did the Ngati Hamua/Te Matehou people of Pipitea pa. These were both hapu of Te Atiawa. Wi Tako Ngātata was the Rangatira at Kumutoto and his connection to this area should be noted given his significance for the development of Wellington City and his later membership of the Legislative Council from 1872 until his death in 1887. The area is also connected with Kaiota and Haukawakawa, or what came to be called the Thorndon Flats.

Turnbull House Historic Reserve

Turnbull House Historic Reserve is also closely associated with Kumutoto Pā, which was situated where Woodward Street intersects with the Terrace. Associated with Kumutoto pā were numerous kāinga. The Ngati Te Whiti people of Kumutoto pa had interests in the area as did the Ngati Hamua/Te Matehou people of Pipitea pa. These were both hapu of Te Atiawa. Wi Tako Ngātata was the Rangatira at Kumutoto.

The Tutaenui Stream flowed down Bowen Street and entered the harbour near where the cenotaph is now located. In the early times of the colony, Bowen Street was known as Kumutoto. Further up the road was what is now known as the Sydney Street Public cemetery, the Church of England cemetery and the Bolton Street cemetery. Those cemeteries held the graves of the

2: STATEMENTS OF ASSOCIATION

Pipitea Rangatira, Te Rira Porutu and Ropiha Moturoa along with many others of the pā in this part of the harbour.

Rimutaka Forest Park

Rimutaka Forest Park was an area of dense tall forest. The podocarp forest on the valley floor contained kahikatea, matai, miro, pukatea, rimu, and tōtara. In other areas grew rata and a broad mix of forest trees. The native forests and rivers of what is now the Rimutaka Forest Park were a key resource for the collection of food (kai), medicinal plants and animals (rongoā) and weaving materials (taonga raranga). The forests in the Rimutaka Forest Park also include sub-tropical emergent forest above a canopy of hinau, kamahi, rewa rewa and tree ferns. Some black beech is found on drier sites, and silver beech on the high ridge-tops. The pā at Orongorongo and around the coast used these areas as mahinga kai for birding and collecting other forest resources. Although there were few settlements in this area, Taranaki Whānui ki Te Upoko o Te Ika had camps throughout this area.

Wainuiomata Scenic Reserve

Wainuiomata Scenic Reserve is a modified remnant of the original indigenous forest and its origins are similar to Rimutaka Forest Park. The podocarp forest on the valley floor contained kahikatea, matai, miro, pukatea, rimu, and tōtara. In other areas grew rata and a broad mix of forest trees. The native forests and rivers of what is now the Wainuiomata Scenic Reserve were a key resource for the collection of food (kai), medicinal plants and animals (rongoā) and weaving materials (taonga raranga). The forests in the Reserve also include sub-tropical emergent forest above a canopy of hinau, kamahi, rewa rewa and tree ferns. Some black beech is found on drier sites, and silver beech on the high ridge-tops. The reserve was close to original Taranaki Whānui ki Te Upoko o Te Ika settlements and was used more than some of the more remote areas for the collection of rongoā and taonga raranga as well as being a source for birding and the harvesting of trees for waka to be transported down river.

Turakirae Head Scientific Reserve

Turakirae is an area of considerable significance to Taranaki Whānui ki Te Upoko o Te Ika as a marker in the land. Travellers commonly travelled to the Wairarapa from Wellington via Turakirae. The area is close to the deep waters of the Nicholson Trench and it has very rich fisheries for shellfish, such as paua and koura, along with many finfish. The pā at Orongorongo and at Mukamuka along with other settlements along this coast all connect closely to this area which has been intensely used by Taranaki Whānui ki Te Upoko o Te Ika up to the present day. Connections with Taranaki Whānui ki Te Upoko o Te Ika to this area into Palliser Bay is closely linked to Wainuiomata, Orongorongo and Mukamuka.

Kelburn Local Purposes (Community and Administrative buildings) Reserve

Kelburn Local Purposes Reserve made up part of the Kumutoto nga kinga (gardens/cultivation areas) associated with Kumutoto Pā. Kumutoto Pā was situated where the present day Woodward Street intersects with the Terrace. The Ngati Te Whiti people of Kumutoto pā had interests in the area as did the Ngati Hamua/Te Matehou people of Pipitea pā. These were both hapu of Te Atiawa. Wi Tako Ngātata was the Rangatira at Kumutoto. The areas that now make up the Kelburn Local Purposes Reserve provided the lifeline for the pā, providing a source of aruhe (fern root) as well as being a site for kumara gardens. Harakeke (flax) grown here was exported through Kumutoto Pā at the waterfront in the early colonial period.

3 DEED OF RECOGNITION

THIS DEED is made

BETWEEN

The trustees of the Port Nicholson Block Settlement Trust (the “**governance entity**”)

AND

THE SOVEREIGN in right of New Zealand acting by the Minister of Conservation (the “**Crown**”)

IT IS AGREED as follows:

1 BACKGROUND

- 1.1 Taranaki Whānui ki Te Upoko o Te Ika, the governance entity, and the Crown are parties to a deed of settlement (the “deed of settlement”) dated [].
- 1.2 It was agreed under clauses 5.6 – 5.8 of the deed of settlement that, if it became unconditional, the Crown and the governance entity would enter into this deed.
- 1.3 The Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act [] (the “settlement legislation”) has come into force and the deed of settlement is unconditional.
- 1.4 The Crown has acknowledged, under section [] of the settlement legislation, the statements by Taranaki Whānui ki Te Upoko o Te Ika set out in clause 2.2 of its particular cultural, spiritual, historical and traditional association with the statutory areas.

2 STATUTORY AREAS AND STATEMENTS OF ASSOCIATION

- 2.1 This deed applies to each of the following statutory areas:
 - 2.1.1 Rimutaka Forest Park (as shown on SO 408079); and
 - 2.1.2 Wainuiomata Scenic Reserve (as shown on SO 408080); and
 - 2.1.3 Turakirae Head Scientific Reserve (as shown on SO 408081).
- 2.2 The statements of association relating to each of those statutory areas are as follows:

Rimutaka Forest Park

- 2.2.1 Rimutaka Forest Park was an area of dense tall forest. The podocarp forest on the valley floor contained kahikatea, matai, miro, pukatea, rimu, and tōtara. In other

3: DEED OF RECOGNITION

areas grew rata and a broad mix of forest trees. The native forests and rivers of what is now the Rimutaka Forest Park were a key resource for the collection of food (kai), medicinal plants and animals (rongoā) and weaving materials (taonga raranga). The forests in the Rimutaka Forest Park also include sub-tropical emergent forest above a canopy of hinau, kamahi, rewa rewa and tree ferns. Some black beech is found on drier sites, and silver beech on the high ridge-tops. The pā at Orongorongo and around the coast used these areas as mahinga kai for birding and collecting other forest resources. Although there were few settlements in this area, Taranaki Whānui ki Te Upoko o Te Ika had camps throughout this area; and

Wainuiomata Scenic Reserve

- 2.2.2 Wainuiomata Scenic Reserve is a modified remnant of the original indigenous forest and its origins are similar to Rimutaka Forest Park. The podocarp forest on the valley floor contained kahikatea, matai, miro, pukatea, rimu, and tōtara. In other areas grew rata and a broad mix of forest trees. The native forests and rivers of what is now the Wainuiomata Scenic Reserve were a key resource for the collection of food (kai), medicinal plants and animals (rongoā) and weaving materials (taonga raranga). The forests in the Reserve also include sub-tropical emergent forest above a canopy of hinau, kamahi, rewa rewa and tree ferns. Some black beech is found on drier sites, and silver beech on the high ridge-tops. The reserve was close to original Taranaki Whānui ki Te Upoko o Te Ika settlements and was used more than some of the more remote areas for the collection of rongoā and taonga raranga as well as being a source for birding and the harvesting of trees for waka to be transported down river; and

Turakirae Head Scientific Reserve

- 2.2.3 Turakirae is an area of considerable significance to Taranaki Whānui ki Te Upoko o Te Ika as a marker in the land. Travellers commonly travelled to the Wairarapa from Wellington via Turakirae. The area is close to the deep waters of the Nicholson Trench and it has very rich fisheries for shellfish, such as paua and koura, along with many finfish. The pā at Orongorongo and at Mukamuka along with other settlements along this coast all connect closely to this area which has been intensely used by Taranaki Whānui ki Te Upoko o Te Ika up to the present day. Connections with Taranaki Whānui ki Te Upoko o Te Ika to this area into Palliser Bay is closely linked to Wainuiomata, Orongorongo and Mukamuka.

3 CONSULTATION BY THE MINISTER OF CONSERVATION WITH THE GOVERNANCE ENTITY IN RELATION TO THE STATUTORY AREAS

- 3.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity referred to in clause 3.2 in relation to or within a statutory area, consult and have regard to the views of the governance entity concerning the association of Taranaki Whānui ki Te Upoko o Te Ika with that statutory area as described in the statement of association.
- 3.2 Clause 3.1 applies to the following activities:

- 3.2.1 preparing:



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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- (a) a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977; or
- (b) a national park management plan under the National Parks Act 1980; or
- (c) in relation to a statutory area that is not a river, a non-statutory plan, strategy, programme, or survey of one of the following kinds for the protection and management of that statutory area, namely to:
 - (i) identify and protect wildlife or indigenous plants; or
 - (ii) eradicate pests, weeds or introduced species; or
 - (iii) assess current and future visitor activities; or
 - (iv) identify the number and type of concessions that may be appropriate; or
- (d) in relation to a statutory area that is a river, a non-statutory plan, strategy, or programme for the protection and management of that statutory area; or

3.2.2 locating or constructing structures, signs or tracks.

3.3 The Minister of Conservation and the Director-General of Conservation must, in order to enable the governance entity to give informed views when consulting the governance entity under clause 3.1, provide the governance entity with relevant information.

4 LIMITATIONS

4.1 This deed relates only to those parts of a statutory area owned and managed by the Crown.

4.2 This deed does not, in relation to a statutory area:

4.2.1 require the Crown to undertake, increase, or resume any activity of the kind referred to in clause 3.2; or

4.2.2 preclude the Crown from not undertaking, or ceasing to undertake, any activity referred to in clause 3.2.

4.3 This deed is subject to the provisions of sections 2.17 – 2.19 and section 2.22 of the settlement legislation.

5 TERMINATION

5.1 This Deed terminates in respect of the statutory area (or part of it) if:

5.1.1 the governance entity and the Minister of Conservation agree in writing that this deed is no longer appropriate for the area concerned; or

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

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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5.1.3 the Minister of Conservation ceases to be responsible for the activities referred to in clause 3.2 in relation to or within the area concerned and they are transferred to another person or official within the Crown.

5.2 If this deed terminates under clause 5.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into the activities referred to in clause 3.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

6 **NOTICES**

6.1 Notices to the governance entity and the Crown may be given in the manner provided in part 8 of the provisions schedule to the deed of settlement.

6.2 The governance entity's address where notices may be given is (until further notice) as provided in paragraph 1.3 of the provisions schedule to the deed of settlement.

6.3 The Crown's address where notices may be given is:

Area Manager,
Department of Conservation
Poneke Area Office,
181 Thorndon Quay,
PO Box 5086,
Wellington.

7 **NO ASSIGNMENT**

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

8 **DEFINITIONS AND INTERPRETATION**

8.1 In this deed, unless the context requires otherwise:

concession has the same meaning as in section 2 of the Conservation Act 1987;

Minister of Conservation and **Minister** means the person who is the Minister of Conservation;

party means a party to this deed;

statement of association means a statement of association in clause 2.2; and

statutory area means the statutory area referred to in clause 2.1.

8.2 In the interpretation of this deed, unless the context requires otherwise:

8.2.1 terms and expressions that are not defined in this deed but are defined in the deed of settlement have the meaning in this deed that they have in the deed of settlement; and

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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- 8.2.2 headings appear as a matter of convenience and are not to affect the interpretation of this deed; and
 - 8.2.3 where a word or expression is defined in this deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings; and
 - 8.2.4 the singular includes the plural and vice versa; and
 - 8.2.5 words importing one gender include the other genders; and
 - 8.2.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted; and
 - 8.2.7 a reference to any document or agreement, including this deed, includes a reference to that document or agreement as amended, novated, or replaced; and
 - 8.2.8 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form; and
 - 8.2.9 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate; and
 - 8.2.10 a reference to a date on which something must be done includes any other date that may be agreed in writing between the governance entity and the Crown; and
 - 8.2.11 where something is required to be done by or on a day that is not a business day, that thing must be done on or by the next business day after that day; and
 - 8.2.12 a reference to time is to New Zealand time.
- 8.3 In this deed, references to SO plans are included for the purpose of indicating the general location of a statutory area and do not establish the precise boundaries of a statutory area.
- 8.4 If there are any inconsistencies between this deed and the deed of settlement, the provisions of the deed of settlement will prevail.



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

3: DEED OF RECOGNITION

SIGNED as a deed on []

[Insert signing provisions for the governance entity]

WITNESS

Name:

Occupation:

Address:

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

WITNESS

Name:

Occupation:

Address:



4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/3048

DRAFT

Section 115, Land Transfer Act 1952

Land registration district

WELLINGTON



BARCODE

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

New title

All

Section 3 SO Plan 20946

Lessor

Surname(s) must be underlined or in CAPITALS

(TARANAKI WHANUI)

Lessee

Surname(s) must be underlined or in CAPITALS

WELLINGTON REGIONAL COUNCIL

Estate or interest*

Insert "fee simple", "leasehold in lease number", etc

Fee Simple

Lease memorandum number

Not Applicable

Term

33 years

Rental

\$1.00 (if demanded)

Operative clause

If required, set out the terms of lease in Annexure Schedule(s).

The Lessor leases to the Lessee and the Lessee accepts the lease of the above estate or interest in the land in the above certificate(s) of title or computer register(s) for the term and at the rental and on the terms of lease set out in the above lease memorandum or in the Annexure Schedule(s) (if any).

Dated this

day of

Attestation

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

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

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

[Solicitor for] the Lessee

*The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased

REF: 7012 - AUCKLAND DISTRICT LAW SOCIETY

Ref Code: WBL341/887 - 0 7012/1

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 1 of 7 Pages



(Continue in additional Annexure Schedule, if required.)

1. TERM & RENEWALS

1.1 The term of this Lease shall be thirty three (33) years from the ?? day of ??? 2008.

1.2 If the Lessee has given to the Lessor written notice to renew this Lease at least three (3) calendar months before the end of the term then the Lessor will at the costs of the Lessee extend the term of the Lease for another term of thirty three (33) years from the expiration date. Each and every renewal of the term of this Lease shall be upon and subject to the same covenants and provisions expressed or implied in this Lease, including the present provision for renewal of term.

2. RENT AND REVIEWS

2.1 If demanded, the Lessee shall pay the Rental without any deductions and in the manner the Lessor may from time to time direct.

3. OUTGOINGS

3.1 The Lessee shall pay all rates, taxes, levies and outgoings imposed or payable in respect of the Land and the structures and/or improvements erected on the Land.

3.2 The Lessee shall pay all charges for water, gas, electricity, telephones and other utilities or services incurred by the Lessee on the Land.

4. USE

4.1 The Lessee shall not use or permit the whole or any part of the Land or any structures and/or improvements erected on the Land to be used for any use other than the following uses:

4.1.1 Operation and use of a lighthouse and/or marine navigation aids,

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

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

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(Continue in additional Annexure Schedule, if required.)

- 4.1.2 Installation, maintenance, repair and replacement of the lighthouse and/or marine navigation aids, and
- 4.1.3 Installation, maintenance, repair and replacement of equipment and machinery (including without limitation, power generators, solar power banks, transformers and cables) necessary or desirable for the proper operation of the lighthouse and/or marine navigation aids.
- 4.2 The Lessee shall have right of access (with or without equipment and machinery) over adjoining land of the Lessor for the purpose of obtaining convenient or practical access to and from the Land. (This provision needed if leasing part of the land.)
- 4.3 The Lessee shall observe and comply with all statutory provisions, regulations and by-laws at any time in force so far as the same are applicable to the Lessee and/or the Land and/or any improvements to the Land and/or the business or use conducted by the Lessee on the Land.
- 4.4 The Lessee shall not use the Land or any improvements on the Land for any noxious, illegal or offensive trade or business.
- 4.5 The Lessee shall not commit or permit any act or thing which may be a nuisance or annoyance to the public or to the occupiers of neighbouring properties.
- 5. MAINTENANCE**
- 5.1 The Lessee shall at all times during the term keep and maintain the Land and any improvements and services on the Land in a clean state and in good repair, order and condition.
- 5.2 The Lessor, its employees or agents may with prior arrangement made with the Lessee enter upon the Land or any improvements on the Land, and view the condition and state of repair and the use being made of the Land, improvements and services. The Lessor may serve upon the Lessee a notice in writing of any defects or want of cleanliness, repair, order or condition of the Land or any improvements or services and in the event of the Lessee failing to comply with such notice to the

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

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

Page 3 of 7 Pages



(Continue in additional Annexure Schedule, if required.)

satisfaction of the Lessor the Lessor may after giving one month's prior notice carry out the required works at the cost of the Lessee.

5.3 The Lessee shall regularly cause all rubbish and garbage to be removed from the Land and improvements, and shall keep any rubbish bins and containers in a tidy condition.

5.4 The Lessee shall;

5.4.1 Clear and keep clear the Land from all noxious weeds and agricultural pests and in particular will duly and fully comply with the provisions of the Biosecurity Act 1993 and all amendments and substitutions to that Act.

5.4.2 Not light any fires on or in the vicinity of the Land and in particular will duly comply with the Forest and Rural Fires Act 1977 and all amendments or substitutions to that Act.

5.4.3 Promptly comply with all notices or demands lawfully made or given by any person or authority pursuant to the said Acts.

6. STRUCTURES AND IMPROVEMENTS

6.1 The Lessee shall not construct or erect any structures or improvements on the Land or make any alterations or additions to any existing structures or improvements without the prior written approval of the Lessor which consent shall not be unreasonably withheld. This provision shall not apply to equipment or machinery on or within existing structures or improvements.

6.2 As a condition of approval of the Lessor, the Lessor may require the Lessee to:

6.2.1 Provide to the Lessor copies of all plans and specifications of the proposed works,

6.2.2 Provide evidence that the proposed works will be carried out in a proper and tradesmanlike manner.

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

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated

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(Continue in additional Annexure Schedule, if required.)

- 6.2.3 Comply with such terms and conditions as the Lessor may reasonably impose.
- 6.3 Prior to the commencement of any proposed works, the Lessee shall,
- 6.3.1 Obtain the written approval of the Lessor.
- 6.3.2 Obtain all necessary building and resource consents, permits and other approvals for the proposed works.
- 6.3.3 Provide copies of the consents, permits and approvals to the Lessor.
- 6.4 Upon completion of the works, the Lessee shall provide to the Lessor a copy of the Code Compliance Certificate issued by the Local Authority that the works have been carried out in compliance with the Building Consent.
- 6.5 The Lessee shall be solely responsible for the installation, provision and maintenance of all essential services and utilities required for the proper function of the structures and improvements of the Lessee. In the event that any part of the Lessor's Land is disturbed by the installation and/or maintenance of the Lessee's services or utilities, the Lessee shall, at the Lessee's expense, restore the Lessor's Land to the condition it was prior to the commencement of the work.
- 6.6 The Lessee shall not affix paint or exhibit or permit to be affixed painted or exhibited any sign or advertisement on the Land or to the exterior of any structures and improvements without the prior written approval of the Lessor, except such signs as may be necessary or reasonable for the operation and management of the lighthouse and/or navigation aids.
- 7. ASSIGNMENT AND SUBLETTING**
- 7.1 The Lessee shall not assign, sublet or part with the possession of the Land or improvements thereon or of its rights under this Lease without the prior written consent of the Lessor which

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

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"Mortgage", "Transfer", "Lease" etc

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(Continue in additional Annexure Schedule, if required.)

consent shall not be unreasonably withheld. Any assignment required from local government reorganisation is expressly permitted.

7.2 In the event that consent is given by the Lessor, such consent may be subject to such terms and conditions as the Lessor may reasonably impose.

8. DEFAULT AND TERMINATION

8.1 The Lessor shall not have the right of termination of this Lease, except pursuant to a Court Order or Judgment requiring termination of this Lease.

8.2 The Land shall be used solely for the purposes specified in the Lease, and if at any time the Lessee is of the opinion that the Land is no longer required for the purposes specified in the Lease, and following the Lessee giving the Lessor not less than 6 months notice in writing of its intention to do so, the Lessee may surrender or terminate the Lease **PROVIDED ALWAYS** that the Lessee shall not be released from liability in respect of any antecedent breach of this Lease.

8.3 On termination of the Lease under clause 8.2 of the Lease or by expiration of term, surrender or otherwise, the Land, together with all structures and improvements thereon, shall revert to the Lessor without compensation payable to the Lessee.

8.4 Notwithstanding anything to the contrary in clause 8.3 of the Lease, the Lessee may elect to remove all or some of the structures and improvements constructed and services installed by the Lessee (or the predecessors of the Lessee) on the Land. Should the Lessee remove all or some of the structures and improvements on the Land, the Lessee shall do so in a proper and workmanlike manner and make good the Land at the Lessee's own expense in all things.

9. COSTS

9.1 The parties shall each meet their own costs of the negotiation and preparation of this Lease.

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

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

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Annexure Schedule



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(Continue in additional Annexure Schedule, if required.)

9.2 The Lessee shall pay all costs of and incidental to any renewal of the term, and the Lessor's costs including legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Lessor's rights remedies and powers under this Lease.

10. INDEMNITY AND RISK

10.1 The Lessee shall at all times indemnify the Lessor from and against all claims, actions, suits and demands that may be made or brought against the Lessor in respect of any work, matter or thing done or omitted to be done by the Lessee upon the Land or improvements or services on the Land or in connection with or in respect of or arising out of the possession by the Lessee of the Land or improvements or services on the Land or as a result of the grant of this Lease to the Lessee.

10.2 The Lessee shall occupy or use the Land and structures, improvements or services on the Land at the Lessee's own risk.

11. NO WARRANTY

11.1 No warranty or representation expressed or implied has been or is made by the Lessor that the Land is now suitable or will remain suitable or adequate for use by the Lessee or that any use of the Land by the Lessee will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

12. NOTICES

12.1 Any notice required to be given by the Lessor to the Lessee may be given by:

12.1.1 delivering the notice to the offices of the Lessee at Wellington; or

12.1.2 posting the notice to the offices of the Lessee at Wellington; or

12.1.3 facsimile transmission to the facsimile number of the Lessee.

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

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

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(Continue in additional Annexure Schedule, if required.)

12.2 Any notice required to be given by the Lessee to the Lessor may be given by:

12.2.1 delivering the notice to the offices of the Lessor at ???; or

12.2.2 posting the notice to the offices of the Lessor at ???; or

12.2.3 facsimile transmission to the facsimile number of the Lessor.

13. ARBITRATION

13.1 The parties agree that all differences and disputes which may arise between the parties as to this Lease or any act or thing done, or omission, or the interpretation of this Lease shall be dealt with in the following manner:

13.1.1 The parties will negotiate in good faith with the intent of reaching expeditiously a mutually acceptable resolution.

13.1.2 In the event negotiation is unsuccessful, then the difference or dispute shall be submitted to a process of Alternative Dispute Resolution (in the manner usually conducted within the Wellington region) with the intent that the matter be resolved as expeditiously as possible and to the mutual benefit of both parties.

13.1.3 In the event that the Alternative Dispute Resolution procedure is unsuccessful, the difference or dispute shall be referred to arbitration in accordance with the Arbitration Act 1996 and any amendments and/or substitution to the said Act.

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


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**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

DRAFT

Approved by Registrar General of Land under No. 2007/8225

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

Land registration district
WELLINGTON



BARCODE

Grantor *Surname(s) must be underlined or in CAPITALS.*
WELLINGTON REGIONAL COUNCIL

Grantee *Surname(s) must be underlined or in CAPITALS.*
(TARANAKI WHĀNUI)

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

Dated this _____ day of _____

Attestation

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)
Witness name _____

Occupation _____

Address _____

Signature [common seal] of Grantor _____

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)
Witness name _____

Occupation _____

Address _____

Signature [common seal] of Grantee _____

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

[Solicitor for] the Grantee

If the consent of any person is required for the grant, the specified consent form must be used.

REF-17013 - AUCKLAND DISTRICT LAW SOCIETY RefDoc: CFF107-19228 2001-11

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

DRAFT

Approved by Registrar-General of Land under No. 2007/6225
Annexure Schedule 1



Easement Instrument Dated _____ Page 1 of 3 pages

Schedule A (Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way Easement	Area A on SO 409478	(balance WN41A/384)	(new title to Dendrogllyph Sites)
Pedestrian Right of Way Easement	Areas B, C and D on SO 409478	(balance WN41A/348)	(new title to Dendrogllyph Sites)

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

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

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

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

[Memorandum number _____, registered under section 165A of the Land Transfer Act 1962],

[the provisions set out in Annexure Schedule 2].

Covenant provisions

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

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

[Memorandum number _____, registered under section 165A of the Land Transfer Act 1962],

[Annexure Schedule 2].

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

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

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(Continue in additional Annexure Schedules if required.)

Annexure Schedule 2

1. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fourth Schedule must prevail.
2. Where there is a conflict between the provisions of the Fourth Schedule and/or the Fifth Schedule, and the modifications in this Easement Instrument, the modifications must prevail.
3. The provisions of the Fourth Schedule to the Land Transfer Regulations 2002 shall be varied as follows:
 - (a) In respect to the right of way easement, by deleting paragraph (b) of clause 6(2).
 - (b) In respect to the pedestrian right of way easement, by the deletion of clause 6(2).
 - (c) In respect to both easements by deleting clause 11(2) and substituting the following:
 - 11(2) The costs of construction, maintenance and repair of the easement facility shall be shared between the Grantor and the Grantee as follows:
 - (a) 50% to be paid by the Grantor, and
 - (b) 50% to be paid by the Grantee.
4. Any maintenance, repair or replacement of the right of way on the servient land that is necessary because of any act or omission by the Grantor or the Grantee (which includes agents, employees, contractors, subcontractors and invitees of that Grantor or the Grantee) (as the case may be) must be carried out promptly by that owner and at that owner's sole cost. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by that owner responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with Clause 11 of this Fourth Schedule as amended above).

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

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

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Annexure Schedule



Insert type of Instrument
"Mortgage", "Transfer", "Lease" etc

Easement

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(Continue in additional Annexure Schedule, if required.)

Consent of Minister of Conservation

Background

1. The land in Certificate of Title WN41A/384 is a Recreation Reserve within the meaning of the Reserves Act 1977.
2. Pursuant to Section 48(1) of the Reserves Act 1977, the consent of the Minister of Conservation is required to the grant of any easements over any part of a reserve. The granting of the easements in this Easement Instrument therefore requires the consent of the Minister of Conservation.
3. Pursuant to Section 10 of the Reserves Act 1977, the Minister of Conservation has delegated to all Territorial Authorities (as defined in the Instrument of Delegation) such of his powers, functions and duties under the Reserves Act 1977 as set forth in the Schedule of the Instrument of Delegation.

Pursuant to the Instrument of Delegation, the Wellington Regional Council (being a Territorial Authority within the meaning of the Instrument of Delegation) hereby Exercise the powers of the Minister of Conservation to give consent to the grant of easements provided in this Easement Instrument.

Dated this

day of

2008

Signed by the Wellington Regional Council
by an authorised signatory
in the presence of:

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

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Memorandum of Encumbrance

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[Legal description of Trustees of xxxxxx Trust]
(*Encumbrancer*)

MEL (West Wind) Limited (*Encumbrancee*)

Certified correct for the purposes
of the Land Transfer Act 1952

Solicitor for the Encumbrancee



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE

1

Date:

PARTIES

[Legal description of Trustees of xxxxxx Trust] (*Encumbrancer*) as to the land described in the Second Schedule

MEL (West Wind) Limited (*Encumbrancee*)

OPERATIVE PART

1 Rent charge, covenants and agreements

1.1 The Encumbrancer, for themselves and their successors and assigns for the time being of the Land, encumbers the Land for the benefit of the Encumbrancee for the term set out in the First Schedule with an annual rent charge of \$10.00 plus GST to be paid each year on the anniversary of the date of this Encumbrance if demanded by the Encumbrancee and covenants and agrees with the Encumbrancee as set out in the First and Third Schedules.

1.2 The Encumbrancee, for themselves and their assigns, covenants and agrees with the Encumbrancer as set out in the First and Third Schedules.

2 Implied covenant and agreement

Sections 154 and 156 of the Land Transfer Act 1952 and sections 203, 204, 205, 289, 290, 301, 302 and 303 of the Property Law Act 2007 shall apply to this Encumbrance but otherwise the Encumbrancer shall not be entitled to any of the powers and remedies given to encumbrancers by the Land Transfer Act 1952 and the Encumbrancee shall not be entitled to any of the powers and remedies given to mortgagees under the Land Transfer Act 1952 or the Property Law Act 2007. To avoid doubt, nothing in this Encumbrance is, or shall be taken to be, a contrary intention of a kind referred to in sections 301, 302 and 303 of the Property Law Act 2007.

3 Encumbrance binding on others

This Encumbrance shall be binding on all transferees, lessees, mortgagees, chargeholders and their respective successors in title and assigns of any estate or interest in the Land.

4 Application of the Land Transfer Act 1952

This Encumbrance shall not constitute an instrument creating an easement for the purposes of the Land Transfer Act 1952 and the rights and powers set out in Schedule 4 to the Land Transfer Regulations 2002 and Schedule 5 to the Property Law Act 2007 are expressly negated.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE

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EXECUTION

Signed by [Legal description of
Trustees of xxxxxx Trust] as
Encumbrancer:

Signed by MEL (West Wind) Limited as
Encumbrancee by:

in the presence of:

Name:
Occupation:
Address:

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

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FIRST SCHEDULE – COVENANTS AND AGREEMENTS

1 Definitions and Interpretation

1.1 In this Encumbrance, unless the context requires otherwise:

Authority means any national, territorial or other Governmental or statutory authority which, in any case, has jurisdiction over or in respect of the Land or the occupation and use of the Land for any, or any particular, purpose;

Business Day means a day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, Labour Day, Waitangi Day and the Anniversary day in the Wellington District;
- (b) The period commencing with the 24th day of December in any year and ending with the 5th day of January in the following year;

Consent includes an approval, consent, licence, permit or other authority relating to the occupation and use of the Land for Renewable Energy Purposes, and also includes a separate reference to a condition or requirement of a Consent;

Deed of Settlement means the Deed signed on [] by the Minister in Charge of Treaty of Waitangi Negotiations and Taranaki Whanui ki Te Upoko o Te Ika;

Encumbrance means this Memorandum of Encumbrance, including the operative provisions and Schedules;

Hearing includes any proceeding, hearing, conference or enquiry of any kind;

Land means the land comprised, at the date of this Encumbrance, in Identifiers WN38A/203, WN224/215, WN34D/557, WN37A/957, WN7D/340, WN41C/188 and WN10B/306 all in the Wellington Land Registration District, and includes a reference (i) to the whole or any part of such land and to any such land held in successor interests, and (ii) to avoid doubt, to anything of any kind on, below, or above the surface of the Land (including any natural or modified feature or landscape and any water (as defined in the Resource Management Act 1991));

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

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References to Encumbrancer and the Encumbrancee include the successors, executors, personal representatives, assigns and lessees, of the Encumbrancer and Encumbrancee respectively;

Renewable Energy Purposes means and includes:

- (a) the business and activity of generating electrical energy by conversion in any way or by any means from a renewable source, or from renewable sources, of energy;
- (b) the business and activity of farming, of any kind or in any way or by any means, including agricultural, pastoral, silvicultural and marine farming;
- (c) any visiting, tourist or recreational occupation, use, business or activity of any kind reasonably considered by the Encumbrancee to be consistent with the occupation and use of the Land separately or for other purposes;
- (d) the occupation and use of the Land in any way required by, consistent with, or to give effect to a Consent or to an arrangement or agreement pursuant to, or to avoid, a Consent;
- (e) all plant, equipment and buildings, of every kind (and whether or not affixed to the land) which is associated with any occupation, use, business or activity of a kind referred to in (a), (b), (c) or (d) above or (h) below, including in the case of (a) above where a renewable source of energy is harvested on, partly on, or off the Land;
- (f) construction activities of every kind, including in respect of:
 - (i) the investigation, testing or assessment of the Land in any way or by any means in connection with any business, use, business or activity of a kind referred to in (a), (b), (c) or (d) above or (h) below;
 - (ii) the construction, installation, commissioning, placement, inspection, repair, maintenance, demolition or removal of any plant, equipment, building, fence, road, track, access way or lay-down or work area;
- (g) all fences, roads, tracks, access ways and lay-down or work areas for or in connection with (a) to (f) (inclusive) above or (h) below;

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

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- (h) any transmission line or equipment or any telecommunications line or equipment (in either case) of any kind of any description, capacity or kind, whether above, on or below ground and whether or not used in connection with any other business, activity, occupation or use of the Land; and
- (i) without limiting (a) to (h) above, anything reasonably incidental to any occupation, use, business activity, or thing referred to in such a paragraph; and

Urupa Site means [OTS description or legal description (as available), including memorials to which the urupa land is to be subject].

1.2 For the purpose of the interpretation or construction of this Encumbrance, unless the context permits otherwise or a contrary intention is expressed:

- (a) words importing the singular shall include the plural and vice versa;
- (b) references to clauses are references to clauses in this Schedule and references to parties and the Schedules are references to the parties to and the Schedules to this Encumbrance, unless expressly stated otherwise;
- (c) any reference in this Encumbrance to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute;
- (d) "occupation and use" and "business and activity" (and cognate expressions) shall all be construed in respect of the Land, or any part of it, conjunctively or disjunctively as the context permits;
- (e) a "person" shall include any individual company, corporation, firm, partnership, joint venture, association, organisation, trust, province or agency of a province, in each case whether or not having separate legal personality;
- (f) "writing" shall include words visibly represented or reproduced;
- (g) where approvals or consents are required as between the parties they shall not be unreasonably or arbitrarily withheld or delayed and such approvals or consents may be given with reasonable conditions and shall be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion;

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

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(h) payment shall be made in New Zealand currency; and

(i) headings shall be ignored.

2 Purpose

The purpose of this Encumbrance is to secure the Covenant of the Encumbrancer in favour of the Encumbrancee as set out in the Third Schedule.

3 Term

3.1 The obligations and rights set out in this Encumbrance must be complied with and may be exercised for the period of 300 years commencing on the date of vesting of the Urupa Site in the Encumbrancer under the Deed of Settlement.

3.2 Upon the expiry of the term referred to in clause 3.1, the Encumbrancer shall be entitled to a registrable discharge of this Encumbrance, which shall be executed by the Encumbrancee at the Encumbrancer's expense within 30 Business Days of the expiry of the term.

4 Obligations of the Encumbrancer

4.1 Throughout the term of this Encumbrance, the Encumbrancer shall observe all the terms and conditions of this Encumbrance.

4.2 The Encumbrancer must as soon as practicable, at the cost of the Encumbrancer, obtain in writing any requisite mortgagee's approval to the Encumbrance and register this Encumbrance against the title to the Land.

5 Further Assurances

Each party shall do all acts and things reasonably necessary and appropriate to give full effect and force to the purpose of this Encumbrance, including:

(a) executing all documents, instruments, transfers, deeds or writing;

(b) obtaining mortgagee, debentureholder and any other chargeholder consent; and

(c) obtaining local authority and any other statutory body approvals.

6 Implied Relationship

Nothing contained in this Encumbrance shall constitute, or be deemed or construed as constituting any party a partner, agent or representative of the other party or deemed to create any trust, commercial partnership or joint venture.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

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7 Severability

If at any time any provision of this Encumbrance is or becomes invalid, illegal or unenforceable in any respect whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and in any event the parties shall enter into an appropriate substitute registrable instrument to give full and proper effect to the agreements and understandings in this Encumbrance.

8 Notices

8.1 All notices or other communications required to be given under this Encumbrance must be in writing, addressed to the recipient at the postal address or facsimile number set out in the Fourth Schedule (or to such other postal address or facsimile number as a party may notify to the other party by like notice). Notices must be sent to the recipient by hand, courier, prepaid fast post or facsimile and be signed by a person duly authorised by the sender.

8.2 Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice will be deemed to have been duly received:

- (a) *Personal delivery or by courier:* if sent by hand, when left at the recipient's address;
- (b) *Pre-paid post:* if sent by pre-paid fastpost, three Business Days after the date of posting;
- (c) *Facsimile:* if sent by facsimile, on receipt by the sender of an acknowledgement or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile number,

except that if a notice is served by hand or is received by facsimile on a day which is not a Business Day, or after 5.00pm on any Business Day, that notice will be deemed to have been duly received by the recipient at 9.00am on the first Business Day after that day.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - SECOND SCHEDULE

8

SECOND SCHEDULE – ENCUMBRANCER’S LAND

The land legally described as [] hectares more or less [] and being all of
that land contained in computer freehold register [].

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - THIRD SCHEDULE

9

THIRD SCHEDULE - COVENANT

- 1.1 The Encumbrancer shall ensure the Urupa Site is used, now and in the future, only and exclusively as and for an urupa (burial ground), and for uses necessarily incidental thereto, in each case under and in accordance with the relevant tikanga (customary practice);
- 1.2 The Encumbrancer exclusively supports, approves and agrees to (and shall exclusively support, approve and agree to) the occupation and use, now and in the future, of the Land for Renewable Energy Purposes;
- 1.3 Without limiting 1.2, the Encumbrancer shall, now and in the future:
- (a) promptly give, sign and deliver any Consent required by any Authority, or by the Encumbrancee, in respect of the occupation and use of the Land for Renewable Energy Purposes;
 - (b) be represented at, and support and assist the Encumbrancee at, any Hearing in connection with such occupation and use of the Land for Renewable Energy Purposes if, but only if, the Encumbrancee so requests and then at the Encumbrancee's reasonable cost;
 - (c) otherwise, exclusively co-operate with, support and assist the Encumbrancee in applying for, obtaining and maintaining any Consents necessary or requisite for the occupation and use of the Land for Renewable Energy Purposes if, but only if, the Encumbrancee so requests and then at the Encumbrancee's reasonable cost.
- 1.4 The Encumbrancer shall ensure that everything and anything it does, allows, or suffers on, or in connection with, the Urupa Site or the occupation and use of the Land is consistent with, and gives effect to, its obligations under this Encumbrance.
- 1.5 To avoid doubt, nothing in this Encumbrance or in the definition of Renewable Energy Purposes implies, or shall be taken to imply:
- (a) that the Land may only be occupied and used for Renewable Energy Purposes; or
 - (b) that all, or any, of the Land must be occupied and used, at any time or from time to time, for such purposes; or

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - THIRD SCHEDULE

10

- (c) that any or all of any occupation, use, business or activity of or on the Land must be undertaken directly, indirectly or otherwise by the Encumbrancee.

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PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

MEMORANDUM OF ENCUMBRANCE - FOURTH SCHEDULE

11

FOURTH SCHEDULE – ADDRESSES FOR NOTICE

The Encumbrancer

Description:

Address:

Attention:

Fax:

The Encumbrancer

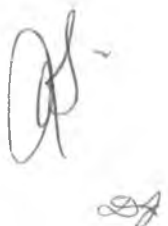
Description: MEL (West Wind) Limited

Address: PO Box 10 840, Wellington

Attention: Wind Manager

Fax: 04 381 1201

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**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

DRAFT

Approved by Registrar-General under No. 2007/6225

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

Land registration district

WELLINGTON



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

[Legal description of Trustees of the xxx Trust]

Grantee

Surname(s) must be underlined or in CAPITALS.

Mel (West Wind) Limited

Grant of easement or profit à prendre or creation of covenant

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

Dated this day of 2008

Attestation

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

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

[Signature box]

[So kōwhiri for] the Grantee

**If the consent of any person is required for the grant, the specified consent form must be used.*

REF: 7303 - AUCKLAND DISTRICT LAW SOCIETY

23/03/08

[Handwritten signature]
[Handwritten initials]

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

DRAFT

Approved by Registrar-General of Land under No. 2007/6225
Annexure Schedule 1



Easement instrument Dated Page of pages

Schedule A (Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	A on SO407043	Section 1 SO407043	[] [formerly WN37A/957]

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

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

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.
The implied rights and powers are [varied] [negated] [added to] or [substituted] by:
~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~
~~[the provisions set out in Annexure Schedule 2].~~

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

The provisions applying to the specified covenants are those set out in:
~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~
~~[Annexure Schedule 2].~~

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

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

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

Annexure Schedule

Insert type of instrument

Easement instrument Dated _____ Page 1 of 2 Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Easement or profits a prendre rights and powers (including terms, covenants and conditions)"

1.1 Interpretation

In this Easement Instrument unless the context requires otherwise:

Appropriate Standard means a driveway:

- (a) consisting of an all-weather carriageway in good repair suitable for two-wheel drive vehicles the length of the Right of Way Land, of at least 3.5 metres in width, and including a turning circle at the southern end of the Right of Way Land;
- (b) which is metalled to a consistent standard and, if and as required by the relevant authority/ies, sealed at the entrance to any public road;
- (c) where the entrance to any public road meets and complies with any relevant requirements of the authority/ies but, in any case, is safe for users of both the driveway and the public road;
- (d) which, to the extent reasonably practicable, allows no material or substances to escape onto any public road; and
- (e) where all driveway surface water is drained and discharged in such ways and by such means as not to flow into, or be discharged into, any watercourse adjacent to the outside edge of the Right of Way Land or to cause or result in any scour or erosion on or of adjoining land.

Right of Way Land means the land identified as [] in Schedule A of this Easement Instrument;

Schedule 5 means Schedule 5 of the Property Law Act 2007.

1.2 Statutory rights and powers Implied

Unless expressly provided below, the rights and powers implied in the right of way easement shall be those prescribed by Schedule 5.

1.3 Additional rights and powers

The following rights and powers shall apply to this Easement Instrument:

- (a) the Grantee shall not, under any circumstances, be obliged to make any contribution to the cost of the establishment of the driveway on the Right of Way Land whether under clause 2(d) of Schedule 5 or otherwise;

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

14.8.08 - ROW case notes



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

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

Annexure Schedule

Insert type of Instrument

Easement instrument | Dated | | Page 2 | of 2 | Pages

Continue in additional Annexure Schedule, if required.

- (b) if and whenever any other contribution by the Grantee is to be calculated under clause 2(d) of Schedule 5 the contribution shall be no more than required to maintain, keep up and repair the driveway to an Appropriate Standard, and shall reflect the Grantee's actual use of the driveway;
- (c) the Grantor shall maintain, keep up and repair the driveway to no less than an Appropriate Standard, and, in that regard, shall pay, as and when due, all costs of the kind referred to in clause 2(d) of Schedule 5 in respect of the driveway which are not payable by the Grantee under (b) above;
- (d) the Grantee shall at all times have full and free access over and along the driveway via all gates of the Grantor; and
- (e) the Grantee shall at all times be entitled to move any animal over the Right of Way Land, whether on foot or otherwise.

1.4 Fencing

The Grantor shall at its own cost maintain, keep up and repair all fences and gates located on the boundary of the Servient Tenement to a minimum of standard stock-proof fencing (eight high-tensile steel wires, posts and battens) and standard rural stock-proof gates, and the Grantee shall not be liable to pay for or contribute to the cost of erecting or maintaining any fence or gate between the Servient Tenement and any contiguous land of the Grantee. This clause applies to all boundary fences and gates existing at the date of this Easement Instrument, any fence or gate in substitution thereof, and any fence or gate erected after the date of this Easement Instrument.

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

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Deed of Covenants

PARTIES:

Meridian Energy Limited

MEL (West Wind) Limited

The Sovereign in Right of New Zealand

The trustees of the Port Nicholson Block Settlement Trust



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (i) to and in accordance with the specifications in Schedule 1, Part A and otherwise as required by law and this Deed of Covenants; and
 - (ii) on the right-of-way easement shown on the plan in Schedule 2 (*right of way*);
 - (b) in the case of the new fences:
 - (i) to and in accordance with the specifications in Schedule 1, Part B and otherwise as required by law and this Deed of Covenants; and
 - (ii) in the positions described in Schedule 1, Part B and shown on the plan in Schedule 2;
 - (c) in a good and workman-like manner and using plant, equipment, methods, and materials appropriate for the purpose; and
 - (d) so that the site works are complete in all respects by the date which is the earlier of 1 year following the date the urupa site is vested in the Trustees and the day prior to that on which the urupa site is first used as an urupa.
- 1.2 The Crown shall bear and pay all the costs and expenses for and in connection with the site works in full and as and when due. Nothing in this clause shall limit an arrangement or agreement between the Crown and the Trustees in connection with such costs and expenses.
- 1.3 During the construction period, the Crown shall ensure that:
- (a) no construction, site works or associated activities of any kind (*activities*) occur on the covenanted land;
 - (b) no such activities occur on any other part of the adjoining land except with, and subject to any conditions of, Meridian's and MEL West Wind's prior written consents; and



4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (c) no water, excavation materials, fill or other substances of any kind flow, fall or are placed into the stream.

1.4 The Crown acknowledges that the urupa site and the adjoining land are currently used for farming purposes. Before commencing the site works, the Crown shall:

- (a) consult with and cooperate with Meridian, MEL West Wind, and the farmer, in respect of the planning, commencement, construction, completion and commissioning of the site works with the intent that the site works shall cause as little disturbance to MEL West Wind and the farmer as can reasonably be achieved; and
- (b) provide, install, and (when the site works are completed and commissioned) remove, temporary fences in positions agreed with MEL West Wind and the farmer for safety and for stock work, control and containment during the construction period.

2. Reimbursement of Costs and Expenses

2.1 The Crown and the Trustees each acknowledge that Meridian and MEL West Wind have incurred, prior to 19 August 2008, material costs and expenses in connection with the proposed vesting of the urupa site in the Trustees, and associated matters.

2.2 Irrespective of whether the urupa site is vested in the Trustees, the Crown undertakes to pay Meridian and MEL West Wind all reasonable such costs and expenses promptly after receiving an invoice or invoices for them. To avoid doubt, those costs and expenses include those of Meridian's and MEL West Wind's valuers, engineers, surveyors, accountants, tax advisers, and lawyers, GST and all out-of-pocket payments, each on a full recovery basis.

3. Covenants by the Trustees – Maintenance and Repair

3.1 The Trustees shall ensure that:



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (a) the roadway always meets and complies with the specifications in Schedule 1, Part A and is fit for purpose as an access to the urupa and as an agricultural road and farm access;
 - (b) the fences always meet and comply with the specifications in Schedule 1, Part B; and
 - (c) any repairs to the roadway and/or the fences are undertaken promptly as and when required by law or any legal requirement (including a contract or covenant), and in a good and workmanlike manner.
- 3.2 The Trustees shall apply for, obtain, maintain during the construction period, and comply with all consents required for or in connection with repair works.
- 3.3 Before undertaking repair works the Trustees shall:
- (a) consult with and cooperate with Meridian, MEL West Wind and the farmer in connection with the planning, commencement, construction, completion and commissioning of repair works with the intent that the repair works shall cause as little disturbance to MEL West Wind and the farmer as can reasonably be achieved; and
 - (b) if required or agreed, provide, install, and (upon completion of the repair works) remove, temporary fences in positions agreed with the farmer for safety and for stock work, control and containment during the construction period.
- 3.4 The Trustees shall ensure that:
- (a) no repair works or associated activities (*activities*) occur on the covenanted land;



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (b) no such activities occur on any other part of the adjoining land except with, and subject to any conditions of, Meridian's and MEL West Wind's prior written consents; and
- (c) no water, excavation materials, fill or other substances of any kind flow, fall or are placed into the stream.

4. Covenants by the Trustees – Occupation and Use

- 4.1 The Trustees shall ensure that any water required on the urupa site for any purpose is brought onto, or collected and stored on, the urupa site and is not taken from the stream.
- 4.2 The Trustees undertake to Meridian, MEL West Wind and the farmer that, prior to the completion of the site works, the farmer may use (and Meridian and MEL West Wind may allow the farmer to use) the urupa site for farming purposes free of charge. This clause is subject to any arrangement or agreement made between the Crown and the farmer under, and for the purposes of, clause 1.4.
- 4.3 The Trustees undertake to Meridian, MEL West Wind and the farmer that none of them, jointly or singularly, shall be responsible or liable to the Trustees or to anyone claiming through the Trustees:
 - (a) for the presence of, or for the activities of, or in respect of the control of, feral or wild animals or pests in, on or near the urupa or the urupa site; or
 - (b) for or in respect of any wildfire, including as a result of the escape of a permitted fire, which may damage or affect the urupa or the urupa site.
- 4.4 The Trustees undertake to Meridian, MEL West Wind and the farmer that if, at any time, the fences are in disrepair:
 - (a) none of them, jointly or singularly, shall be liable to the Trustees or to anyone claiming through the Trustees for damage caused by



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

stock to, on or near the urupa or the urupa site, for failing to control stock, or for nuisance, trespass or conversion as a result of stock entering or being moved from the urupa site; and

- (b) after giving reasonable notice to the Trustees, any one or more of them may (but shall not be obliged to) repair the fences (or any part of them) and recover (and the Trustees shall pay) the whole cost and expense of doing so from the Trustees on demand.

5. Miscellaneous

- 5.1 The undertakings given by the Crown in clause 1 shall apply from and after the vesting of the urupa site in the Trustees pursuant to the Settlement Act.
- 5.2 The undertakings given by the Trustees in clauses 3 and 4 shall apply from and after the vesting of the urupa site in the Trustees pursuant to the Settlement Act.
- 5.3 The promises in clauses 1.4, 3.3, 4.2, 4.3 and 4.4 are for the benefit of, and may be enforced by, the farmer.
- 5.4 (a) Each of Meridian and MEL West Wind may at any time assign all or any part of their respective rights and benefits under this Deed of Covenants to:
- (i) any related company within the meaning ascribed by the Companies Act 1993;
 - (ii) the farmer;
 - (iii) without limiting (ii), the operator or manager of a renewable energy business or activity of any kind, or of an associated business or activity which, in any such case, is conducted in whole or in part on all or any of the adjoining land;
 - (iv) the registered proprietor of all or any of the adjoining land.



4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (b) The assignor under paragraph (a) above shall promptly notify the Trustees of the assignment. Each such notice shall include the name and address of the assignee.
 - (c) Paragraphs (a) and (b) shall apply when, and as often as, circumstances require.
- 5.5 Except as specified in clause 5.4, Meridian and MEL West Wind shall not assign all or any part of their respective rights and benefits under this Deed of Covenants except with, and subject to any reasonable conditions imposed by the Trustees, which consent shall not be unreasonably withheld or delayed.
- 5.6 The Trustees shall not assign all or any part of their rights and benefits under this Deed of Covenants:
 - (a) except with, and subject to any reasonable conditions imposed by, each of Meridian and MEL West Wind, which consents shall not be unreasonably withheld or delayed; and
 - (b) unless they have first complied with clause 5.7 if, and whenever, that clause applies.
- 5.7 If the Trustees sell, charge, mortgage, lease, or part with possession or occupation of the urupa site (each a *transaction*), the Trustees shall, as a condition precedent to the completion of any such transaction:
 - (a) forthwith notify Meridian and MEL West Wind of the proposed transaction, which notice shall include a description of the nature of the transaction, the date upon which the transaction is proposed to come into effect, and the identity and address of each other party to the transaction;
 - (b) ensure and procure that each other party enters into a deed of covenant with Meridian and MEL West Wind, which deed of covenant shall:



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- (i) include an undertaking by the other party to observe, perform and comply with the Trustees' obligations under this Deed of Covenants;
- (ii) include an undertaking by the other party to the same effect as that in clause 5.8, adjusted only as necessary as to apply to any subsequent transaction;
- (iii) include an undertaking by the other party to ensure and procure that, on any subsequent transaction, the subsequent new party also enters into deed of covenant with Meridian and MEL West Wind on like terms to those described in this clause 5.6, including this paragraph (iii); and
- (iv) be, in every respect, in form and substance reasonably acceptable to Meridian and MEL West Wind.

5.8 The Trustees shall pay, on demand, all of Meridian's and MEL West Wind's costs and expenses in connection with the notice referred to in clause 5.7(a) and a deed of covenant of the kind referred to in clause 5.7(b) (including legal costs and expenses and taxes on a full recovery basis). To avoid doubt, the Trustees shall pay their own costs and expenses in connection therewith. Nothing in this clause limits any arrangement or agreement between the Trustees and an other party.

5.9 Notices under this Deed of Covenants shall be given in writing and may be delivered by hand, by mail or by facsimile to the addresses specified below.

(a) *Meridian and MEL West Wind:*

C/- General Counsel
Meridian Energy Ltd
Wellington Office
33 Customhouse Quay
PO Box 10-840
Wellington

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
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4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Telephone: 04 381 1200

Facsimile: 04 381 1201

(b) *The Crown:*

(c) *The Trustees:*

or to such other address as may be specified by notice given for the purposes of this clause.

5.10 Except as otherwise provided by law, a notice shall be deemed given:

(a) in the case of hand delivery, upon written acknowledgement of receipt by an officer or other fully authorised employee, agent or representative of the receiving party,

(b) in the case of posting, three days after despatch;

(c) in the case of facsimile, upon receipt of transmission if received on a business day or otherwise at the commencement of the first business day following transmission.

5.11 This Deed of Covenants is governed by, and shall be construed in accordance with, New Zealand law.

6. Interpretation

6.1 In this Deed of Covenants, wherever the context permits:

adjoining land means the whole or any part of the land comprised in WN37A/957 as at the date of this Deed of Covenants, apart from the urupa site, irrespective of whether all or any of such land continues to be held in that title.

construction period means, in respect of site works or of repair works, the period during which those works are undertaken.

covenanted land means the land, comprising 6.2 hectares (a little more or less) and adjoining the urupa site, known as Johnny's Bush which is, or is to

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

be, the subject of a conservation covenant registered under section 77 of the Reserves Act 1977. The boundary of the covenanted land, and the covenanted land, is shown, marked 'A', in the photodiagram in Schedule 3.

consents includes any consent, approval, permission, authorisation, certificate or licence required to be obtained, maintained or complied with in connection with any entry, taking, transaction, use or activity whether from an authority having relevant jurisdiction, by law or by virtue of a legal requirement (including a contract or covenant), and includes a reference to any condition or requirement of a consent.

farmer means, at any time and from time to time, a person entitled to occupy or use the adjoining land.

fences means, at any time and from time to time, the boundary fences enclosing (or which ought to enclose) the urupa site, and includes a reference to gates of the kind, and in the locations, described in Schedule 1, Part B.

new fences means the fences to be constructed as part of the site works.

repair works means all construction and other works relating to the renewal, maintenance or repair of the roadway or fences.

right of way has the meaning ascribed in clause 1.1(a)(ii).

roadway means the roadway to be constructed on the right of way as part of the site works.

Settlement Act means the Port Nicholson Block (Taranaki Whanui ki Te Upoko o Te Ika) Claims Settlement Act 2008.

site works means the construction and other works described and referred to in clauses 1.1, 1.2 and 1.4 to 1.6 inclusive.

stream means the stream or waterway on the adjoining land adjacent to the right of way which flows to Makara Stream.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

urupa site has the meaning ascribed in Schedule 2, Part 2 to the Settlement Act.

6.2 In construing this Deed of Covenants:

- (a) the singular includes the plural and *vice versa*;
- (b) references to *including* and other similar words are not to be treated as words of limitation;
- (c) clause headings are for ease of reference only and are not relevant to interpretation;
- (d) words importing a gender include each other gender;
- (e) a reference to a person includes a reference to a body corporate, an unincorporated association, a firm, a partnership, a statutory body, the Crown and an instrument or agency of the Crown;
- (f) references to clauses and schedules are references to clauses of, and schedules to, this Deed of Covenants;
- (g) when a word or phrase is given a particular meaning other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (h) a reference to a statute includes a reference to regulations, orders or notices made under that statute and to all amendments to, or substitutions for, such statute;
- (i) an obligation not to do anything shall include an obligation not to suffer, permit, or cause the thing to be done;
- (j) the provisions of this Deed of Covenants bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

EXECUTION

MERIDIAN ENERGY LIMITED

By:

MEL (WEST WIND) LIMITED

By

THE SOVEREIGN IN RIGHT OF NEW ZEALAND

THE TRUSTEES OF THE PORT NICHOLSON BLOCK SETTLEMENT TRUST

A handwritten signature in black ink, appearing to be a stylized 'A' or 'B' followed by a flourish.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Schedule 1

Part A

Roadway

The roadway shall be an all-weather two-wheel drive carriageway the length of the right of way, of at least 3.5 metres in width and shall include a turning circle at the southern end of the right of way.

The roadway shall be metalled appropriately and, if and as required by the relevant authority/ies, shall be sealed at the Makara Road end.

The entrance of the roadway to Makara Road shall meet and comply with any relevant requirements of the relevant authority/ies but, anyway, shall be safe for users of both the right of way and of Makara Road.

All surface water shall be drained and discharged from the right of way in such ways and by such means as not to flow into, or be discharged into, the stream.

Part B

Fences and gates

The new fences, when taken together with existing fences, shall completely enclose the urupa site. If, and to the extent, the existing fences are in disrepair when the site works are undertaken those fences shall be repaired (to the specification set out below) as part of those works.

The new fences shall be:

- (a) standard stock-proof fencing (eight high-tensile steel wires, posts and battens):
- to the southern boundary (from existing fence line above Makara Road, in the east, to the northwestern corner of the urupa site); and
 - to the western and northern boundaries (from that corner to the entrance at Makara Road); and
- (b) standard stock-proof rural gates:
- at the entrance on Makara Road, opening inwards;
 - on the southern boundary, at the top of the right of way, opening outwards;
 - on the western boundary (adjacent to that gate) off the right of way, opening outwards.

Any repairs to the fences shall be to the same specifications.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

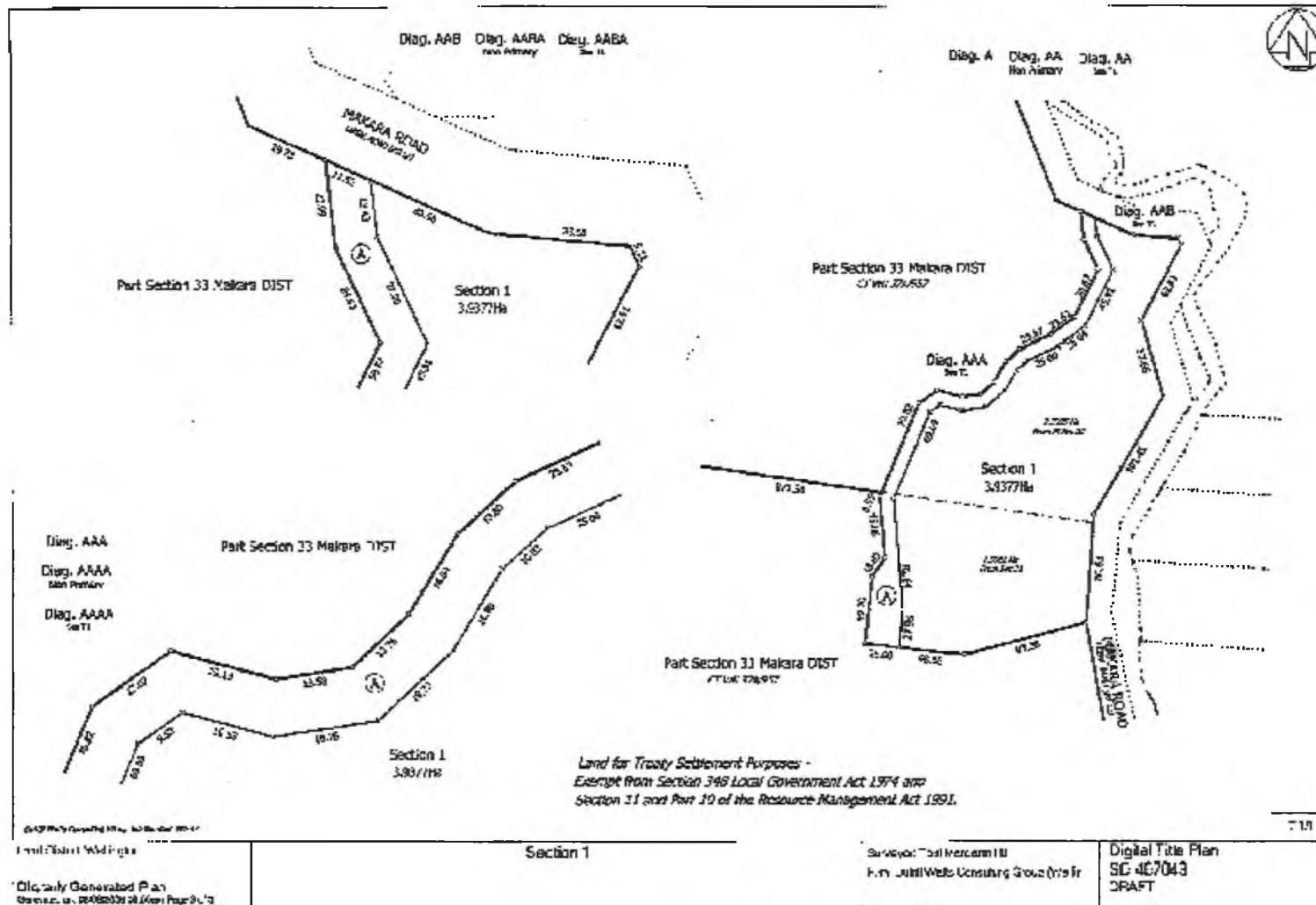
4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Schedule 2



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES



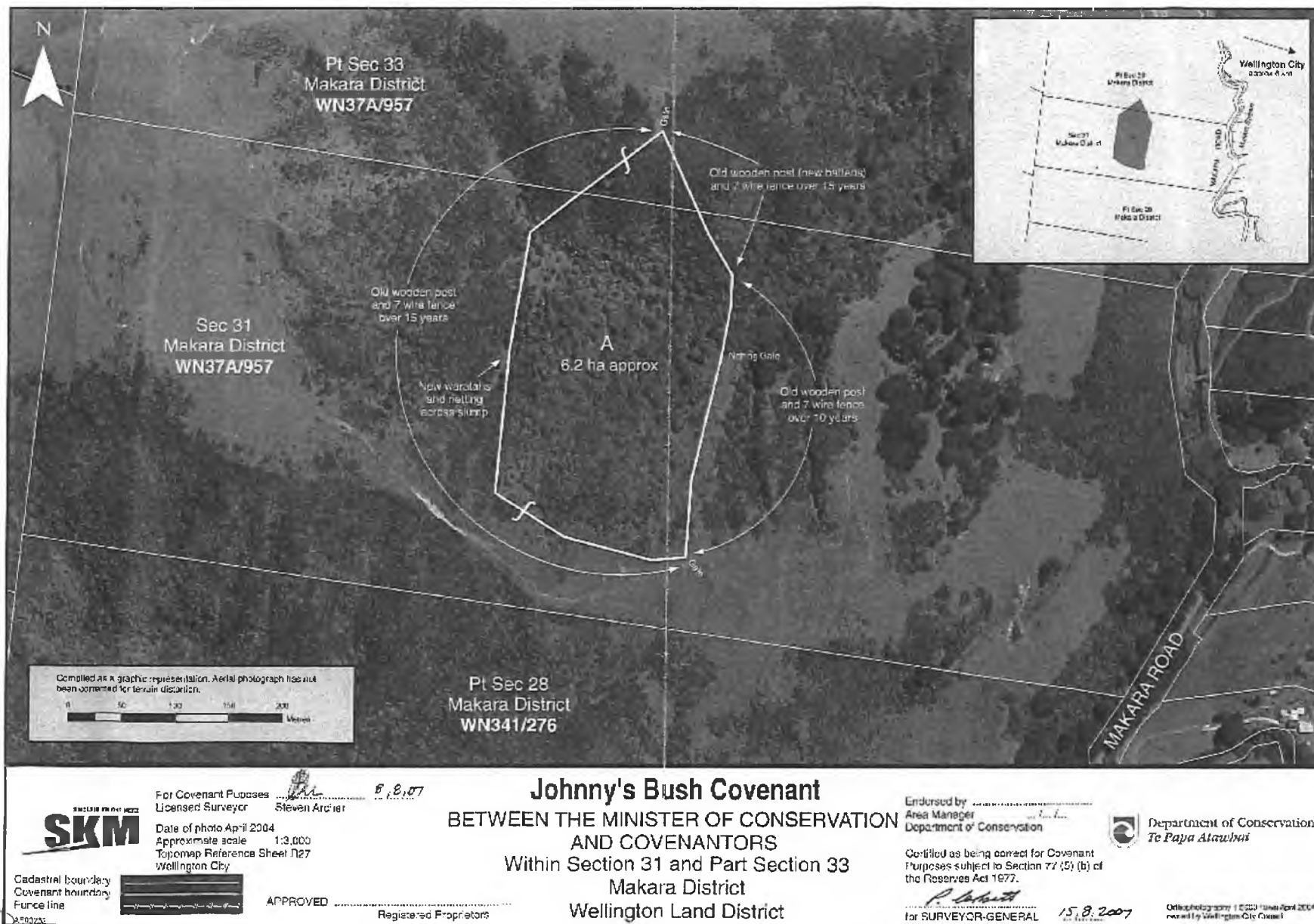
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**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

Schedule 3

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES



PARANGARAHU LAKES CONSERVATION COVENANT

(Section 27 Conservation Act 1987

and

Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

BETWEEN [GOVERNANCE ENTITY] (the Owner)

AND MINISTER OF CONSERVATION (THE MINISTER)

BACKGROUND

- A. Section 27 of the Conservation Act 1987 provides that a covenant for conservation purposes may be granted or reserved over any land in favour of the Minister; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.
- B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated and implemented by the Taranaki Whānui ki Te Upoko o Te Ika Claims Settlement Act
- C. The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D. The Owner has agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

1 INTERPRETATION

1.1 In this covenant unless the context otherwise requires:

- “Conservation Purposes”** means the preservation and protection of natural resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.
- “Conservation Values”** means the conservation values specified in Schedule 1.
- “Covenant”** means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
- “Director-General”** means the Director-General of Conservation.
- “Fence”** includes a gate.
- “Fire Authority”** means a fire authority as defined in the Forest and Rural Fires Act 1977.
- “Land”** means the land described in Schedule 1.
- “Minerals”** means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
- “Minister ”** means the Minister of Conservation.
- “Natural Water”** includes water contained in streams the banks of which have, from time to time, been re-aligned.
- “Owner”** means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
- “Recreation Reserve”** means the land owned and managed by Greater Wellington Regional Council as part of the East Harbour Regional Park.
- “Reserve Values”** means any or all of the Land’s natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
- “Scientific Reserve”** means that part of Lake Kohangatera and that part of Lake Kohangapiripiri comprising the space occupied by the water and the space occupied by the air above that water.
- “Taranaki Whanui”** means Taranaki Whānui ki Te Upoko o Te Ika

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- “Taranaki Whānui tikanga” includes Conservation Values
- “Working Days” means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

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

2 OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

- 2.1.1 for Conservation Purposes;
- 2.1.2 so as to preserve the Reserve Values;
- 2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.
- 2.1.4 to provide for enhance, and protect Taranaki Whānui’s ancient relationship with the Land to ensure the Land is held and appreciated in accordance with Taranaki Whānui tikanga

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

3 IMPLEMENTATION OF OBJECTIVES

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock;
 - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
 - 3.1.3 the planting of any species of exotic tree, shrub or other plant;
 - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
 - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
 - 3.1.6 any cultivation, earth works or other soil disturbances;
 - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
 - 3.1.8 the damming, diverting or taking of Natural Water;
 - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;
 - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner shall take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, and in accordance with Taranaki Whānui tikanga 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;

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

- 3.2.3 wherever possible 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 wherever possible replant any areas of soil erosion within the land with indigenous vegetation using, as far as possible, genetically local sourced indigenous material in accordance with Taranaki Whānui tikanga;
 - 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 and Taranaki Whānui tikanga, permit the public to enter upon the Land. Public access shall primarily be for recreational and educational purposes, however access may also be provided for scientific study or research. Notwithstanding the provisions of this clause the Owner may temporarily restrict public access to part of the Land in order to protect wāhi tapu or in the event of Rahui.

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 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.

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

6 MANAGEMENT OF THE LAND

- 6.1 The Owner, in managing the Land, must have regard to any reserve management plan approved for the Recreation Reserve or the Scientific Reserve.
- 6.2 The Owner may appoint or otherwise agree for the Greater Wellington Regional Council to manage the Land, subject to the conditions of this covenant.
- 6.3 The Minister may prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

7 JOINT OBLIGATIONS

- 7.1 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.

8 DURATION OF COVENANT

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

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 Reserves Act

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

10.4 Titles

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

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

10.5 **Acceptance of Covenant**

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

10.6 **Fire**

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

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

10.6.2.1 requested to do so; or

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

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

11 **DEFAULT**

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

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

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

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

11.2.1 advise the defaulting party of the default;

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

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

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

12 DISPUTE RESOLUTION PROCESSES

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

12.2 Mediation

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

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

12.3 Failure of Mediation

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

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

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

13 NOTICES

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

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

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

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

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

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

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

14 SPECIAL CONDITIONS

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

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

Executed as a Deed

Signed by _____ as)
Owner in the presence of :)

Witness: _____

Address : _____

Occupation: _____

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

Witness: _____

Address : _____

Occupation: _____

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

SCHEDULE 1

Description of Land:

Wellington Land District

33.0622 hectares, more or less, being Section 2 SO 409042, excluding the space occupied by water and the space occupied by air above the water; and

7.8000 hectares, more or less, being Lot 11 DP 53891; and

8.7900 hectares, more or less, being Lot 9 DP 53891 excluding the space occupied by water and the space occupied by air above the water; and

3.5050 hectares, more or less, being Section 1 SO 406979, excluding the space occupied by water and the space occupied by air above the water; and

3.2500 hectares, more or less, being Lot 10 DP 53891.

Conservation Values of the Land to be protected:

The intrinsic value of natural and historic qualities of an area of remote wetland, and the appreciation and recreational enjoyment that may be derived by the public from the opportunity to visit that area.

The natural resources on the land, with particular regard to the indigenous flora and fauna, which need to be preserved as far as possible in their natural state

The intrinsic value of historic resources on the land, represented by historic and archaeological sites.

Reserve Values of Land to be protected:

The natural environment of the flora and fauna, the natural landscape amenity, wildlife habitat and historic values. The land is a representative sample of the class of natural ecosystem and landscape which in the aggregate originally gave the Tararua Ecological District its own recognisable character. The Pencarrow Lakes have been ranked in the Wetlands of Ecological and Regional Importance (WERI) database of national (Lake Kohangatera) and regional (Lake Kohangapiripiri) significance.

The flora includes 61 lake or lake margin plants that have been recorded. Of these, 15 are endemic and 10 are significant plant species in the following categories. 1) Regionally threatened

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

aquatic plants: *Lepilaena bilocularis* and *Ruppia polycarpa* (horse's mane weed); 2) regionally threatened semi-aquatic plants: *Crassula kirkii*, *Glossostigma diandrum* and *Ranunculus macropus*; 3) locally significant semi-aquatic plants: *Eryngium vesiculosum* (sea holly), *Glossostigma elatinoides*, *Gratiola sexdentata*, *Limosella lineata* (mudwort) and *Scheonoplectus validus* (formerly *Scirpus lacustris*, lake clubrush).

The land provides excellent wetland habitat for a number of waterfowl species. Common breeding species include black swan, mallard with some pukeko. Less common, but nevertheless widespread indigenous waterfowl species, include grey duck and Australasian shoveler. Two rare species of waterfowl are Australian bittern and spotless crane. Non-wetland fauna of significance include California quail, NZ falcon and kaka. A total of nine species of freshwater fishes have been recorded in the two catchments, such as the nationally-threatened giant kokopu.

Other reserve values are the historic, archaeological, cultural, spiritual and educational values associated with the land.



**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

SCHEDULE 2

Address for Service

The address for service of the Owner is:
The Port Nicholson Block Settlement Trust
Level 1
TSB Arena (South Park)
3 Queens Wharf
Wellington
P O Box 12164

Wellington

Phone 04 4723872

Fax 04 4723874

The address for service of the Minister is:

The Conservator
Department of Conservation
181 Thorndon Quay
PO Box 5086
WELLINGTON
Phone 04 472 5821
Fax 04 499 0077



4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

SCHEDULE 3

Special Conditions

1. The Owner may authorise members of Taranaki Whānui ki Te Upoko o Te Ika to remove medicinal plant material and traditional food plants and fibres from the land, but in granting such authorisations shall ensure that any impacts on the Conservation Values are minimised.
2. The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.
3. The Owner, or a member of Taranaki Whānui authorised by the Owner may conduct any cultural or spiritual practice on the Land deemed necessary or of importance to the Owner or Taranaki Whānui and in doing so shall ensure as far as practicable that any impact on the Land or Conservation Values are minimised.

PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4 ENCUMBRANCES AFFECTING CULTURAL REDRESS PROPERTIES

GRANT of

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

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

GOVERNANCE ENTITY

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation



5 LETTERS OF ENGAGEMENT



INITIALED DEED FOR PRESENTATION TO TARANAKI WHĀNUI KI TE UPOKO O TE IKA FOR RATIFICATION PURPOSES
PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5 LETTERS OF ENGAGEMENT

[Letterhead of Minister in Charge of Treaty of Waitangi Negotiations]

Dear []

I am writing to advise Centreport of the impending Treaty settlement with Taranaki Whānui ki Te Upoko o Te Ika and to invite and encourage Centreport to meet with the Port Nicholson Block Settlement Trust to discuss matters of common interest and develop an effective and durable relationship with Taranaki Whānui ki Te Upoko o Te Ika.

In so doing I am hopeful that two organisations which play different but nevertheless crucial roles will forge a productive relationship for the organisations' mutual benefit and for the wider benefit of Wellington and New Zealand.

Taranaki Whānui ki Te Upoko o Te Ika

Taranaki Whānui ki Te Upoko o Ika are descendants of Te Atiawa, Taranaki, Ngāti Ruanui and Ngāti Tama who occupied the area around the shores of Te Whanganui-a-Tara in 1840.

Settlement of historical claims

As you may be aware, on [date] the Crown signed a Deed of Settlement (Deed) with Taranaki Whānui ki Te Upoko o Te Ika for the settlement of all their historical claims under the Treaty of Waitangi.

The Deed is conditional on settlement legislation (due to be introduced into the House of Representatives shortly) which will give effect to some aspects of the settlement.

The Treaty settlement includes properties of cultural significance to Taranaki Whānui ki Te Upoko o Te Ika, including the Harbour Islands and other reserves. It also includes statutory acknowledgements (under which Taranaki Whānui ki Te Upoko o Te Ika must be notified of applications for resource consents) and a deed of recognition.

As part of the commercial component of the settlement, Taranaki Whānui ki Te Upoko o Te Ika will have the option of purchasing a number of strategic Wellington properties, including properties at Shelly Bay and Wellington Railway Station. Taranaki Whānui ki Te Upoko o Te Ika have a right of first refusal, lasting 100 years, over properties in the Wellington City, Petone, Waiwhetu and Wainuiomata areas, if they become surplus.

Post-settlement governance

Taranaki Whānui ki Te Upoko o Te Ika has established the Port Nicholson Block Settlement Trust. The Taranaki Whānui ki Te Upoko o Te Ika claimant community ratified the Port Nicholson Block Settlement Trust as its post-settlement governance entity and the Crown has approved it as a representative, accountable, and transparent entity to receive and manage the settlement redress.



PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5 LETTERS OF ENGAGEMENT

Taranaki Whānui ki Te Upoko o Te Ika are on course to becoming an increasingly significant business player in the wider Wellington area, and their post-settlement governance entity is likely to play a prominent role in providing for the social and cultural well-being of its members.

Relationships

During the course of negotiations, the Taranaki Whānui ki Te Upoko o Te Ika negotiators sought the opportunity to develop ongoing relationships with relevant organisations within the Taranaki Whānui ki Te Upoko o Te Ika area of interest, including Centreport. The essence of the request relates to the formation and maintenance of effective and durable working relationships with these organisations post-settlement.

Taranaki Whānui ki Te Upoko o Te Ika have indicated that they wish to interact with Centreport in relation to:

- a. reclamations – historical and future;
- b. developments on the waterfront;
- c. commercial participation in harbour activities;
- d. representation matters; and
- e. customary and cultural rights.

I urge you to agree to enter into a formal relationship with Taranaki Whānui ki Te Upoko o Te Ika. You may also wish to consider whether the memorandum or agreement will be legally binding upon Centreport and Taranaki Whānui ki Te Upoko o Te Ika and take legal advice as appropriate.

It is with this background that I introduce the Port Nicholson Block Settlement Trust as an organisation that will be of increasing strategic significance to Centreport. There would appear to be numerous opportunities for Centreport to recognise and partner with the Port Nicholson Block Settlement Trust, including:

- a. representation at Board level;
- b. protocols;
- c. formal relationship agreements and/or memoranda of understanding; and
- d. joint-ventures.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5 LETTERS OF ENGAGEMENT

I sincerely urge Centreport and the Port Nicholson Block Settlement Trust to develop an effective and durable working relationship which allows both parties to identify opportunities for mutual co-operation.

Yours sincerely

Hon Dr Michael Cullen

Minister in Charge of Treaty of Waitangi Negotiations



INITIALLED DEED FOR PRESENTATION TO TARANAKI WHĀNUI KI TE UPOKO O TE IKA FOR RATIFICATION PURPOSES
PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5 LETTERS OF ENGAGEMENT

[Letterhead of Minister in Charge of Treaty of Waitangi Negotiations]

Dear []

I am writing to advise Wellington International Airport Limited of the impending Treaty settlement with Taranaki Whānui ki Te Upoko o Te Ika and to invite and encourage Wellington International Airport Limited to meet with the Port Nicholson Block Settlement Trust to discuss matters of common interest and develop an effective and durable relationship with Taranaki Whānui ki Te Upoko o Te Ika.

In so doing I am hopeful that two organisations which play different but nevertheless crucial roles will forge a productive relationship for the organisations' mutual benefit and for the wider benefit of Wellington and New Zealand.

Taranaki Whānui ki Te Upoko o Te Ika

Taranaki Whānui ki Te Upoko o Ika are descendants of Te Atiawa, Taranaki, Ngāti Ruanui and Ngāti Tama who occupied the area around the shores of Te Whanganui-a-Tara in 1840.

Settlement of historical claims

As you may be aware, on [date] the Crown signed a Deed of Settlement (Deed) with Taranaki Whānui ki Te Upoko o Te Ika for the settlement of all their historical claims under the Treaty of Waitangi.

The Deed is conditional on settlement legislation (due to be introduced into the House of Representatives shortly) which will give effect to some aspects of the settlement.

The Treaty settlement includes properties of cultural significance to Taranaki Whānui ki Te Upoko o Te Ika, including the Harbour Islands and other reserves. It also includes statutory acknowledgements (under which Taranaki Whānui ki Te Upoko o Te Ika must be notified of applications for resource consents) and a deed of recognition.

As part of the commercial component of the settlement, Taranaki Whānui ki Te Upoko o Te Ika will have the option of purchasing a number of strategic Wellington properties, including properties at Shelly Bay and Wellington Railway Station. Taranaki Whānui ki Te Upoko o Te Ika have a right of first refusal, lasting 100 years, over properties in the Wellington City, Petone, Waiwhetu and Wainuiomata areas, if they become surplus.



INITIALLED DEED FOR PRESENTATION TO TARANAKI WHĀNUI KI TE UPOKO O TE IKA FOR RATIFICATION PURPOSES
PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5 LETTERS OF ENGAGEMENT

Post-settlement governance

Taranaki Whānui ki Te Upoko o Te Ika has established the Port Nicholson Block Settlement Trust. The Taranaki Whānui ki Te Upoko o Te Ika claimant community ratified the Port Nicholson Block Settlement Trust as its post-settlement governance entity and the Crown has approved it as a representative, accountable, and transparent entity to receive and manage the settlement redress.

Taranaki Whānui ki Te Upoko o Te Ika are on course to becoming an increasingly significant business player in the wider Wellington area, and their post-settlement governance entity is likely to play a prominent role in providing for the social and cultural well-being of its members.

Relationships

During the course of negotiations, the Taranaki Whānui ki Te Upoko o Te Ika negotiators sought the opportunity to develop ongoing relationships with relevant organisations within the Taranaki Whānui ki Te Upoko o Te Ika area of interest, including Wellington International Airport Limited. The essence of the request relates to the formation and maintenance of effective and durable working relationships with these organisations post-settlement.

Taranaki Whānui ki Te Upoko o Te Ika have indicated that they wish to interact with Wellington International Airport in relation to:

- a. reclamations – historical and future;
- b. commercial participation in airport activities;
- c. representation matters; and
- d. customary and cultural rights.

I urge you to agree to enter into a formal relationship with Taranaki Whānui ki Te Upoko o Te Ika, you may also wish to consider whether the memorandum or agreement will be legally binding upon Wellington International Airport Limited and Taranaki Whānui ki Te Upoko o Te Ika and take legal advice as appropriate.

It is with this background that I introduce the Port Nicholson Block Settlement Trust as an organisation that will be of increasing strategic significance to Wellington International Airport Limited. There would appear to be numerous opportunities for Wellington International Airport Limited to recognise and partner with the Port Nicholson Block Settlement Trust, including:

- a. representation at Board level;
- b. protocols;
- c. formal relationship agreements and/or memoranda of understanding; and
- d. joint-ventures.

INITIALLED DEED FOR PRESENTATION TO TARANAKI WHĀNUI KI TE UPOKO O TE IKA FOR RATIFICATION PURPOSES
**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5 LETTERS OF ENGAGEMENT

I sincerely urge Wellington International Airport and the Port Nicholson Block Settlement Trust to develop an effective and durable working relationship which allows both parties to identify opportunities for mutual co-operation.

Yours sincerely

Hon Dr Michael Cullen

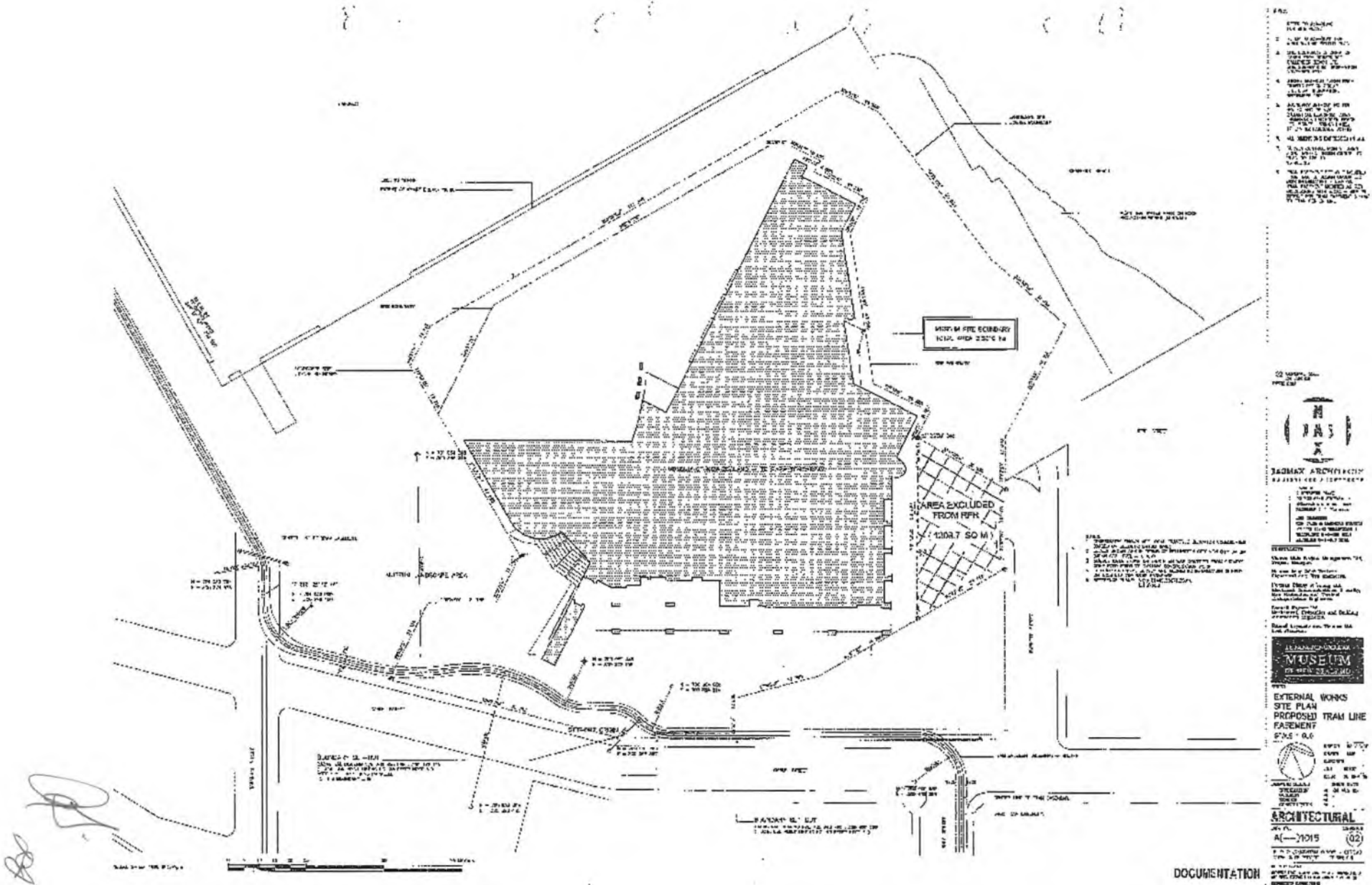
Minister in Charge of Treaty of Waitangi Negotiations



6 ARCHITECTURAL PLAN IN RELATION TO TE PAPA RFR LAND

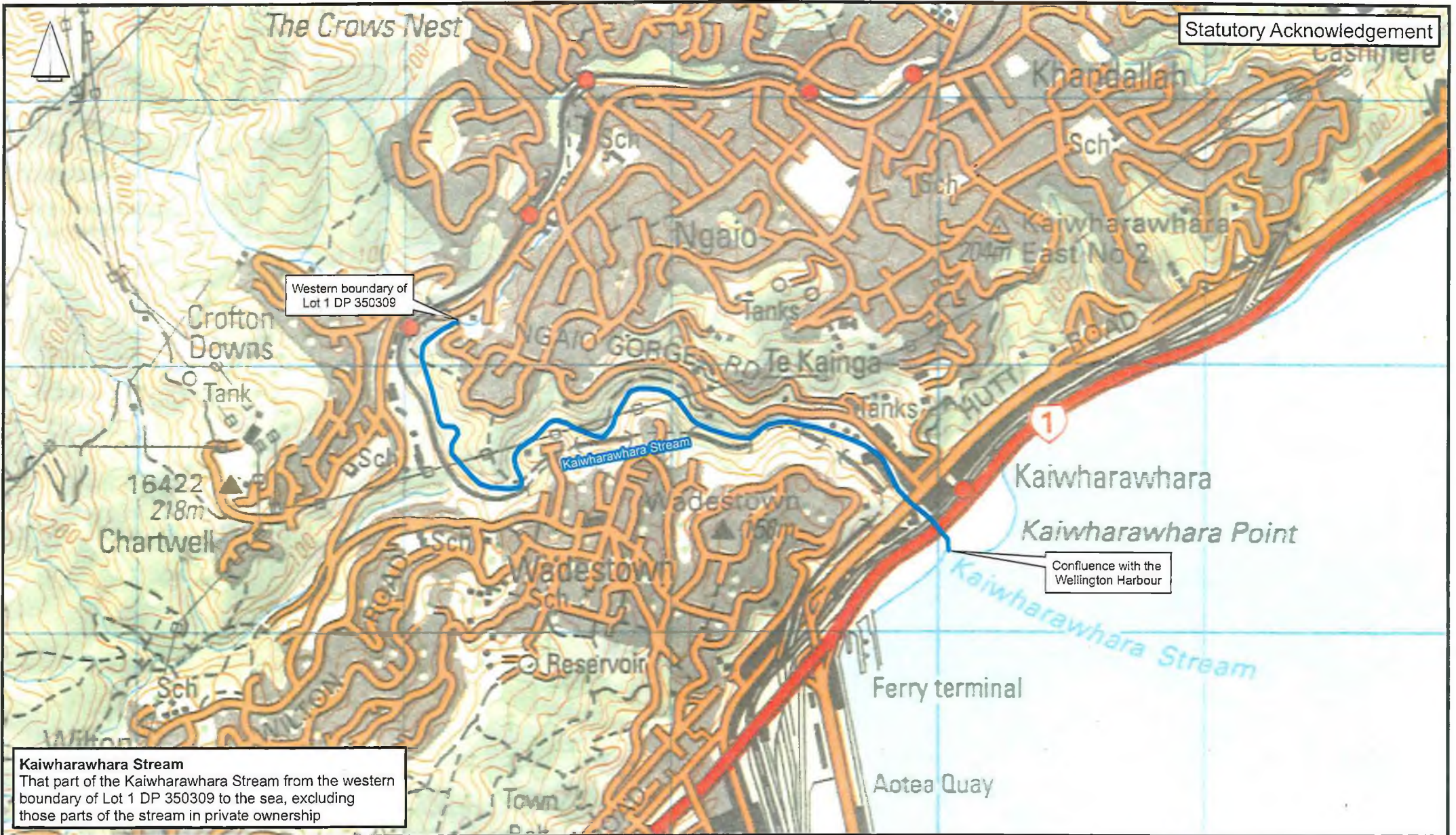
PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA) DEED OF SETTLEMENT: DOCUMENTS SCHEDULE

6 ARCHITECTURAL PLAN IN RELATION TO TE PAPA RFR LAND



7 AREA OF INTEREST

8 SO PLANS



Kaiwharawhara Stream
 That part of the Kaiwharawhara Stream from the western boundary of Lot 1 DP 350309 to the sea, excluding those parts of the stream in private ownership



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres



Kaiwharawhara Stream

Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown

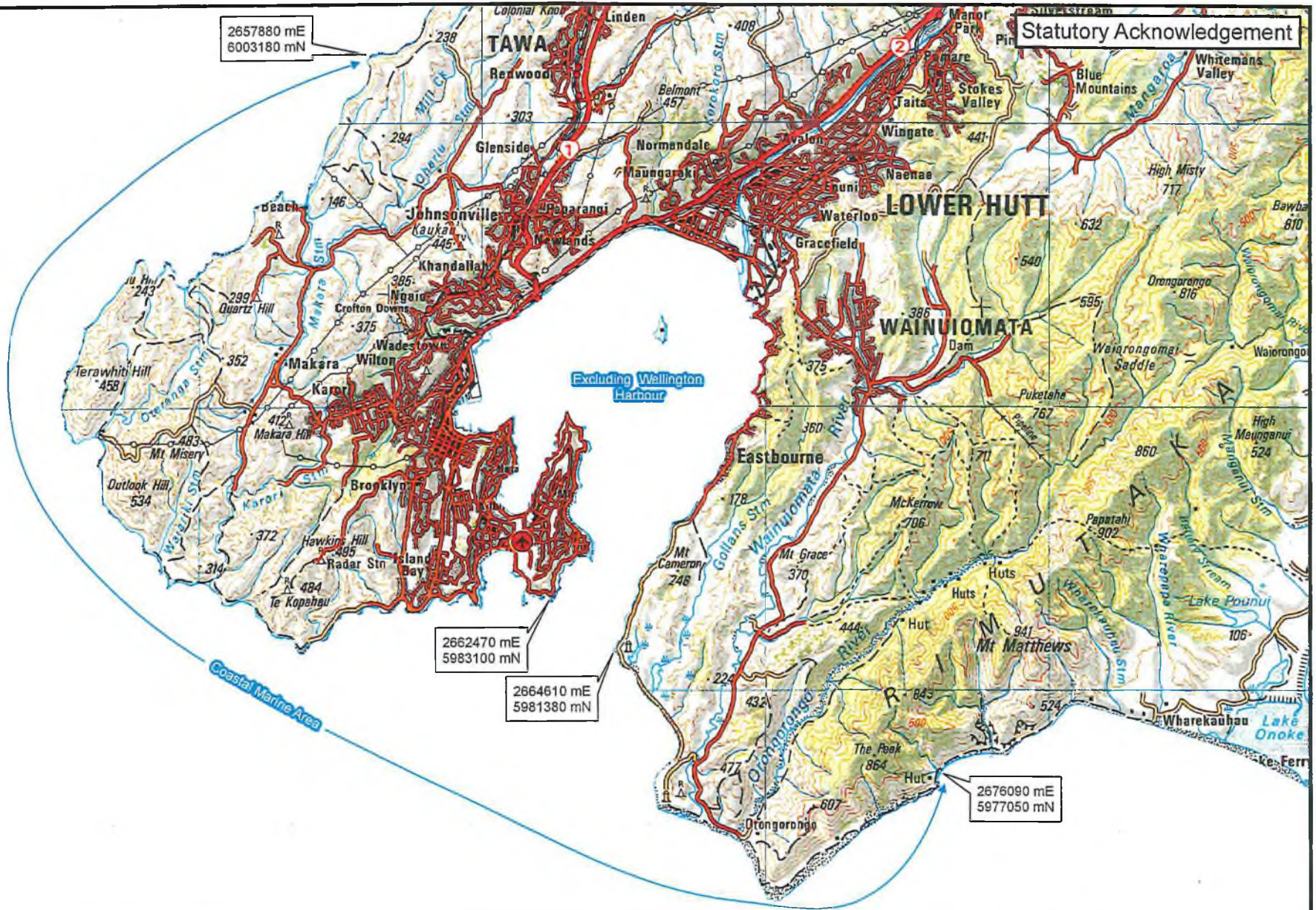
Approved as to boundaries:
[Signature] 19.8.08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19.08.2008
 for and on behalf of the Crown

SO 408069



2657880 mE
6003180 mN

Statutory Acknowledgement



Wellington Land District
Boundaries are indicative only
Grid lines are at 1000 metres



ME03557

Coastal Marine Area

Areas referred to in the Deed of Settlement between
Taranaki Whānui ki Te Upoko o Te Ika and the Crown

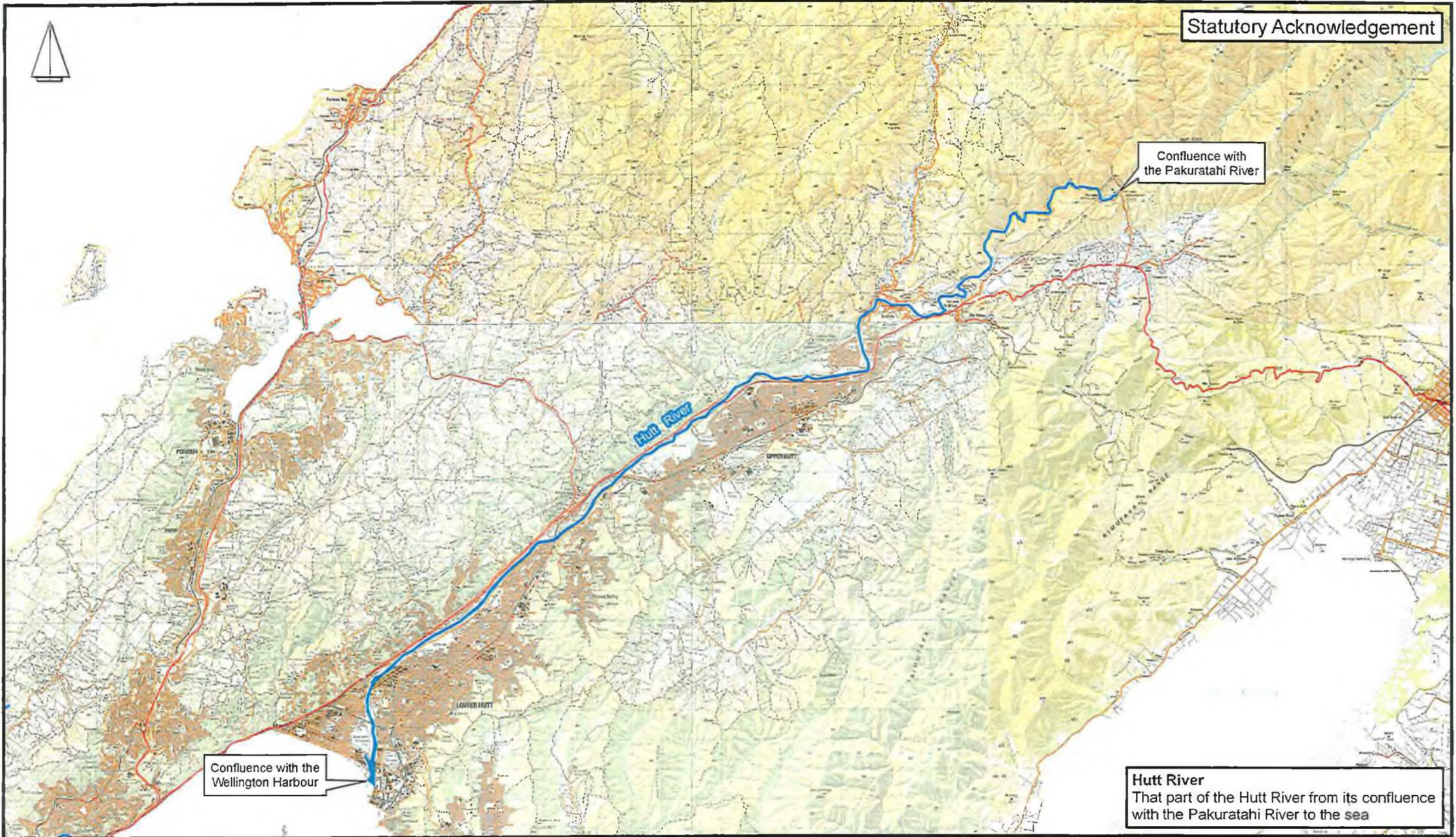
Approved as to boundaries:

[Signature] 19.8.08
for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika

[Signature] 19.09.2008
for and on behalf of the Crown

SO 408070

Statutory Acknowledgement



Hutt River
That part of the Hutt River from its confluence with the Pakuratahi River to the sea

Confluence with the Wellington Harbour



Wellington Land District
Boundaries are indicative only
Grid lines are at 1000 metres

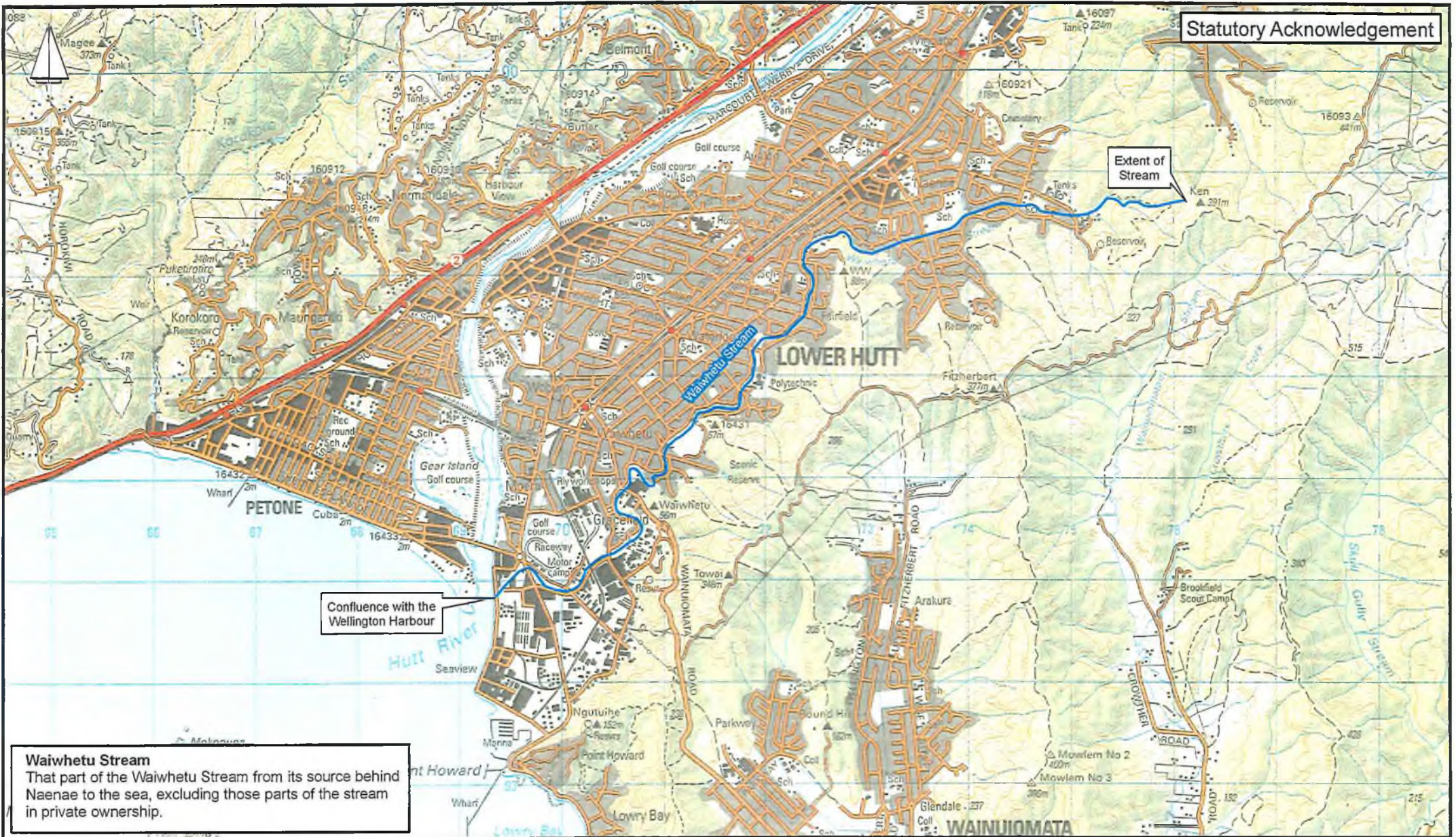


Hutt River

Areas referred to in the Deed of Settlement between
Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
[Signature] 19/07/08
for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19/08/2008
for and on behalf of the Crown

SO 408071



Waiwhetu Stream
 That part of the Waiwhetu Stream from its source behind Naenae to the sea, excluding those parts of the stream in private ownership.



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres

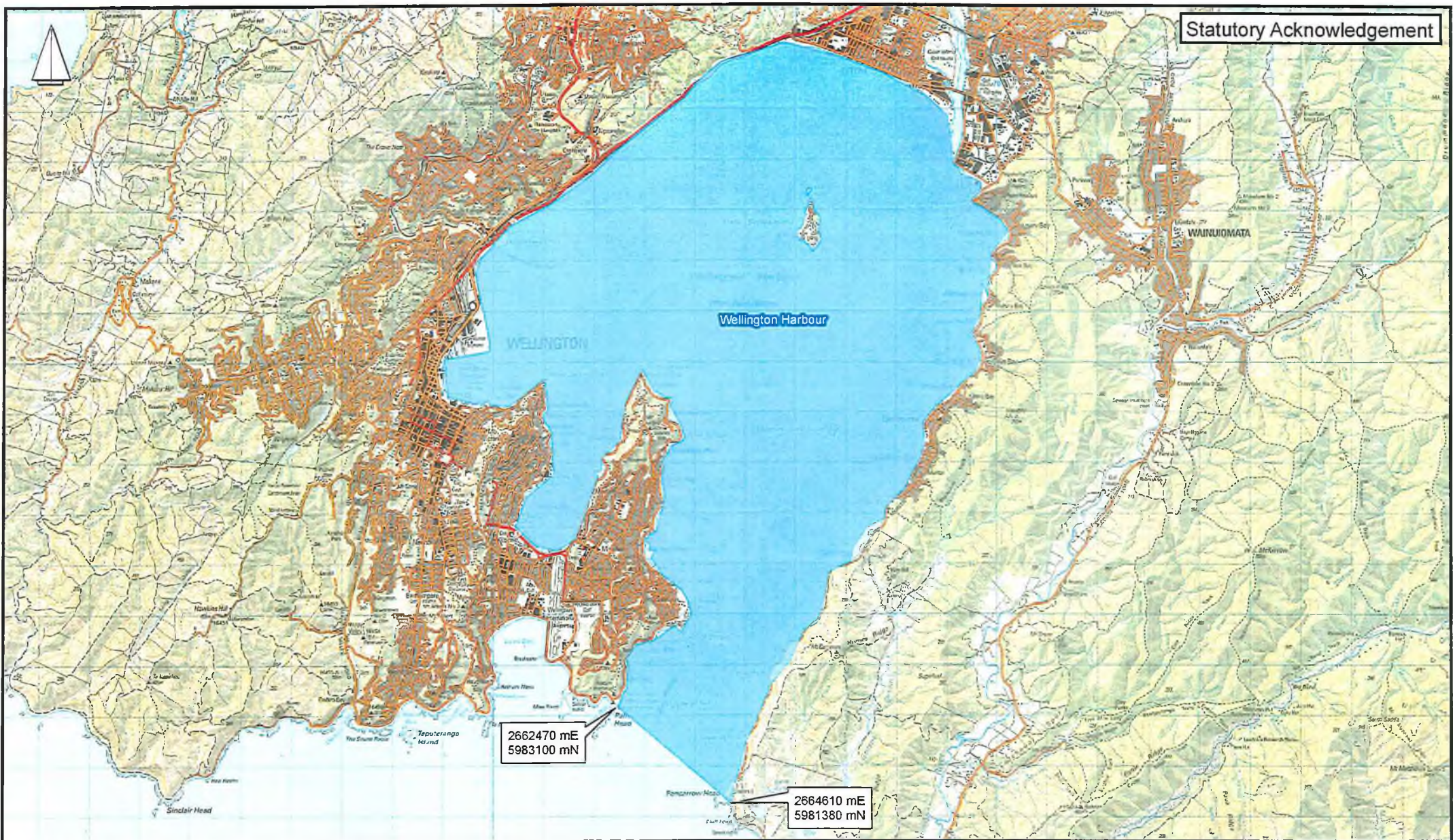


Waiwhetu Stream

Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to Boundaries:
[Signature] 19/8/08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19/08/2008
 for and on behalf of the Crown

SO 408072



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres

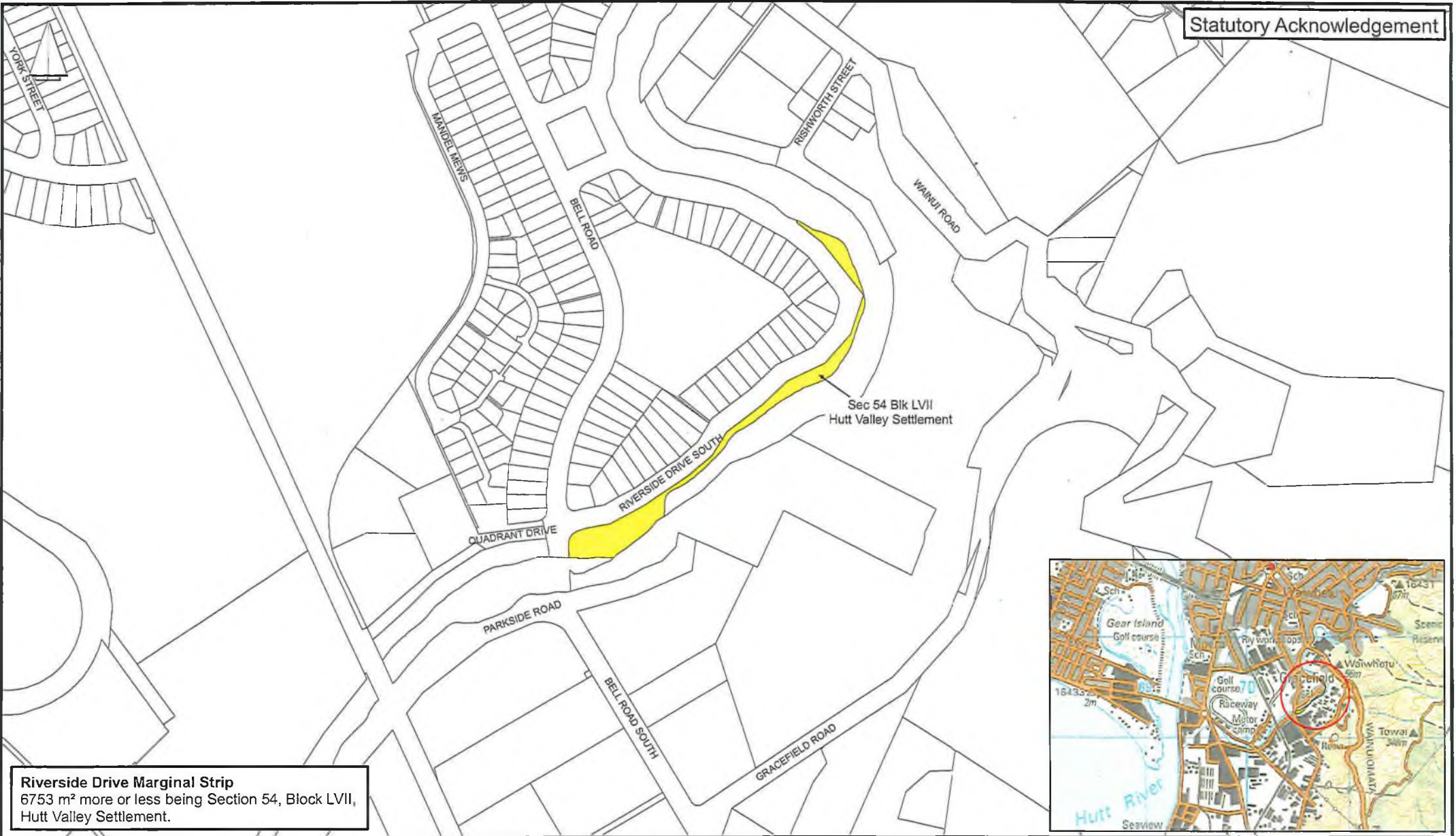


Wellington Harbour

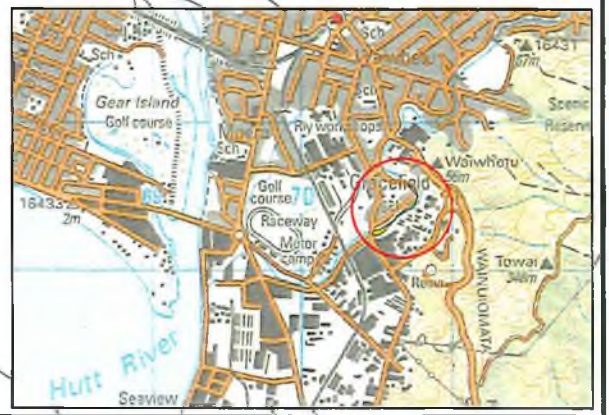
Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
[Signature] 19, 8, 08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19, 09, 2008
 for and on behalf of the Crown

SO 408073



Riverside Drive Marginal Strip
 6753 m² more or less being Section 54, Block LVII,
 Hutt Valley Settlement.



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres



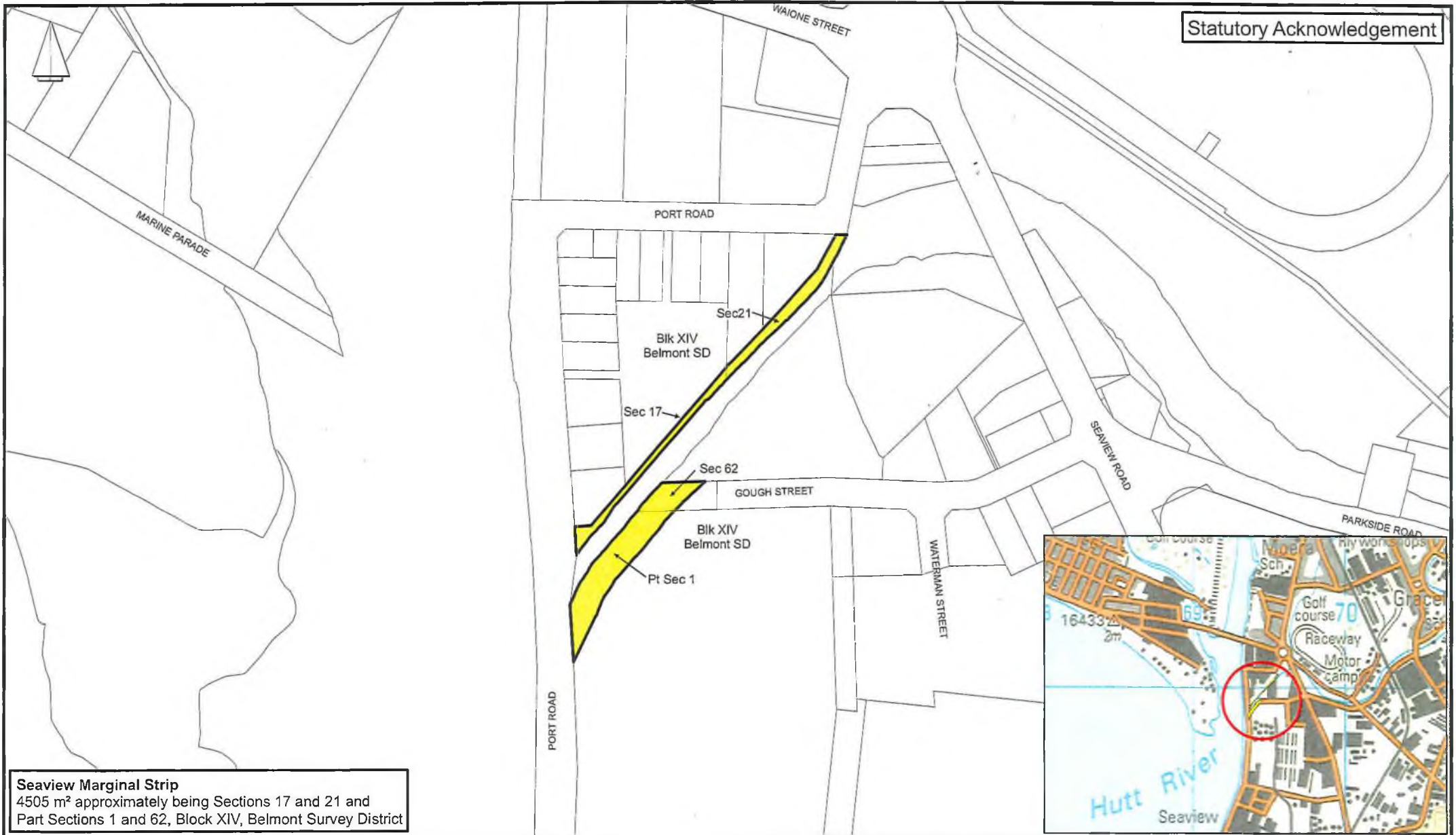
AE03557

Riverside Drive Marginal Strip

Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
[Signature] 19.8.08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19.09.2008
 for and on behalf of the Crown

SO 408074



Seaview Marginal Strip
 4505 m² approximately being Sections 17 and 21 and Part Sections 1 and 62, Block XIV, Belmont Survey District

Seaview Marginal Strip

Areas referred to in the Deed of Settlement between Taranaki Whānui ki Te Upoko o Te Ika and the Crown

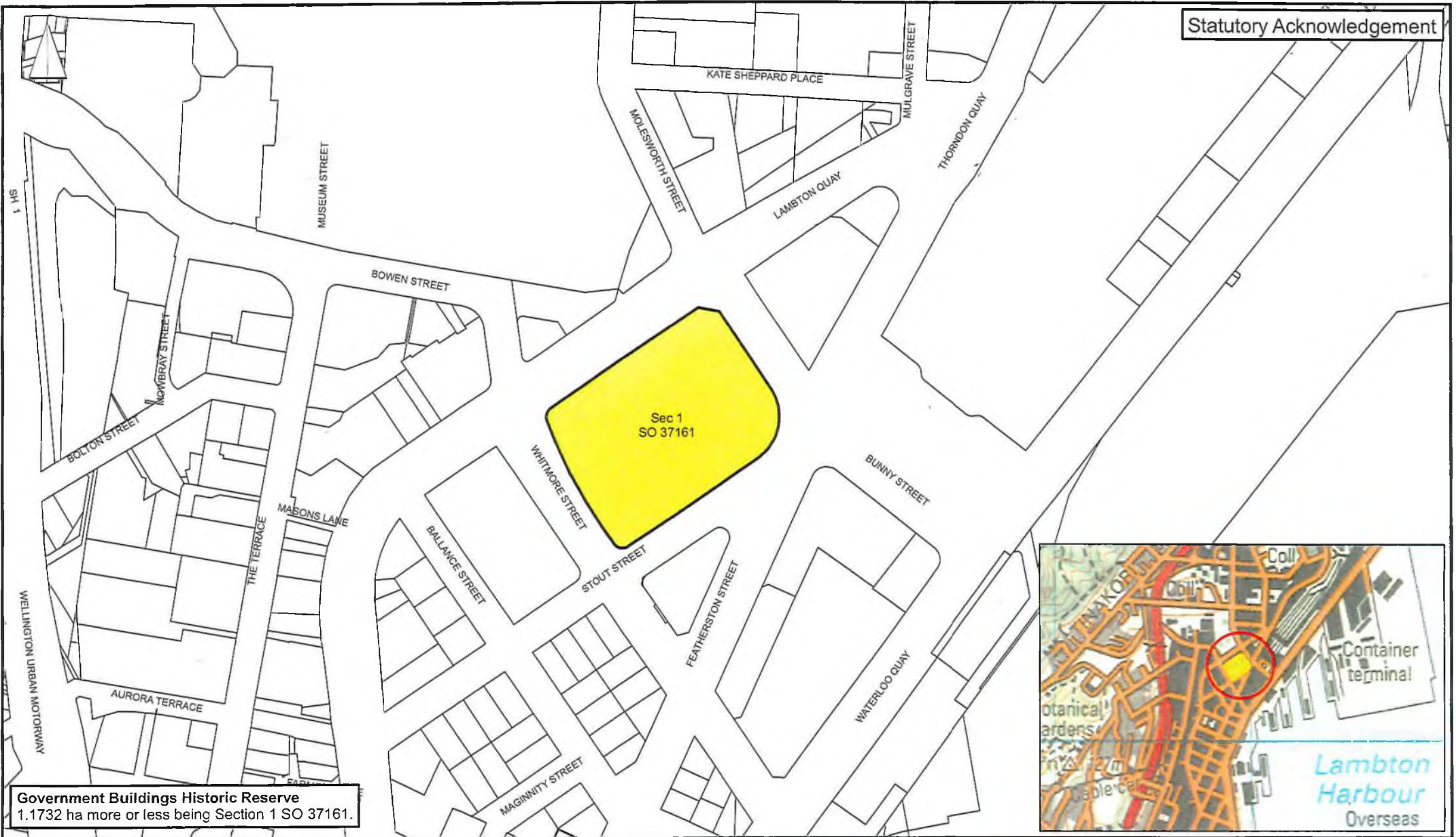
Approved as to boundaries:
[Signature] 19, 808
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19, 000
 for and on behalf of the Crown

SO 408075



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres





Government Buildings Historic Reserve
1.1732 ha more or less being Section 1 SO 37161.



Wellington Land District
Boundaries are indicative only
Grid lines are at 1000 metres

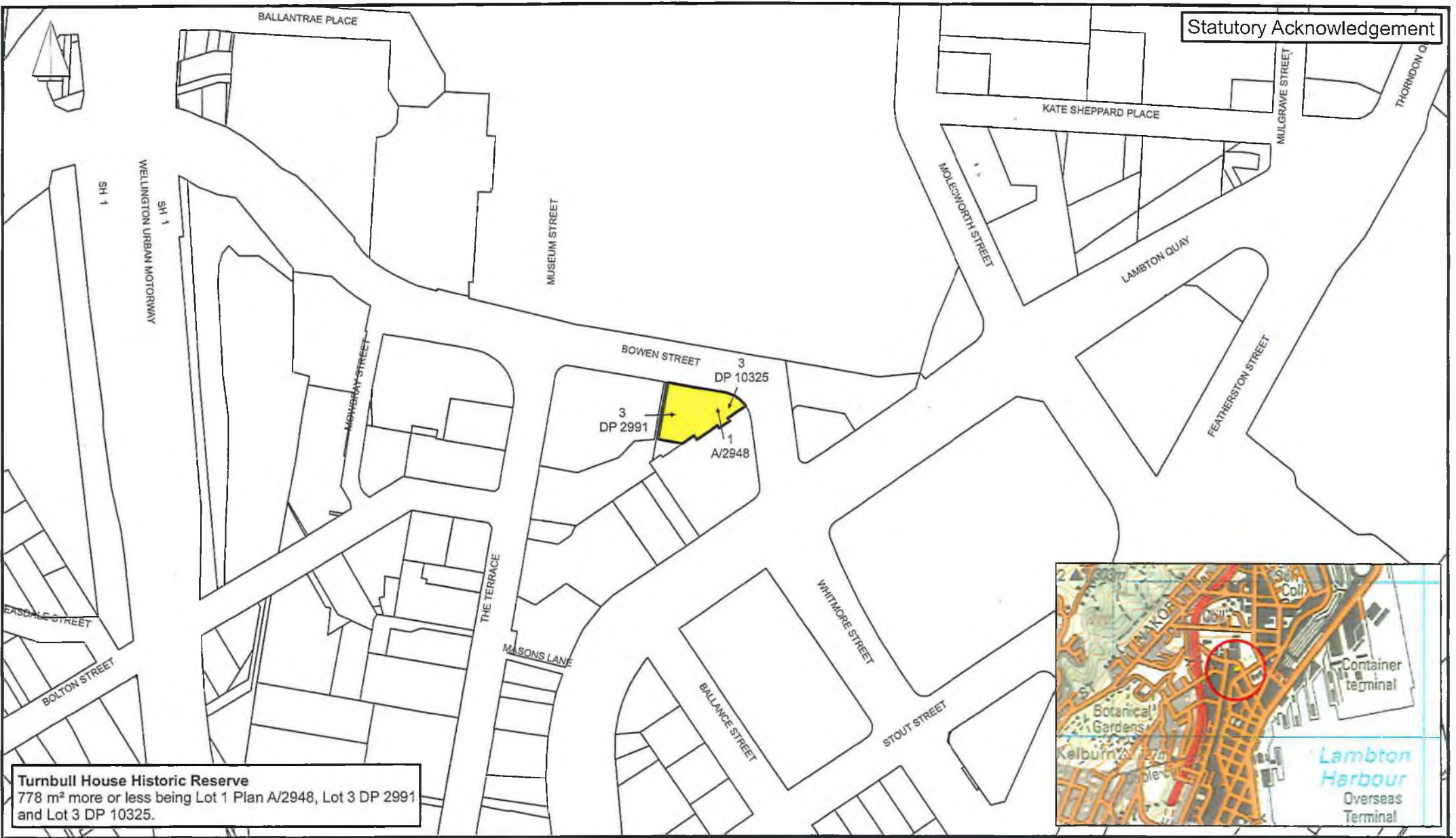


Government Buildings Historic Reserve

Areas referred to in the Deed of Settlement between
Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
[Signature] 19.8.08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19.08.2008
 for and on behalf of the Crown

SO 408076



Turnbull House Historic Reserve
 778 m² more or less being Lot 1 Plan A/2948, Lot 3 DP 2991 and Lot 3 DP 10325.



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres



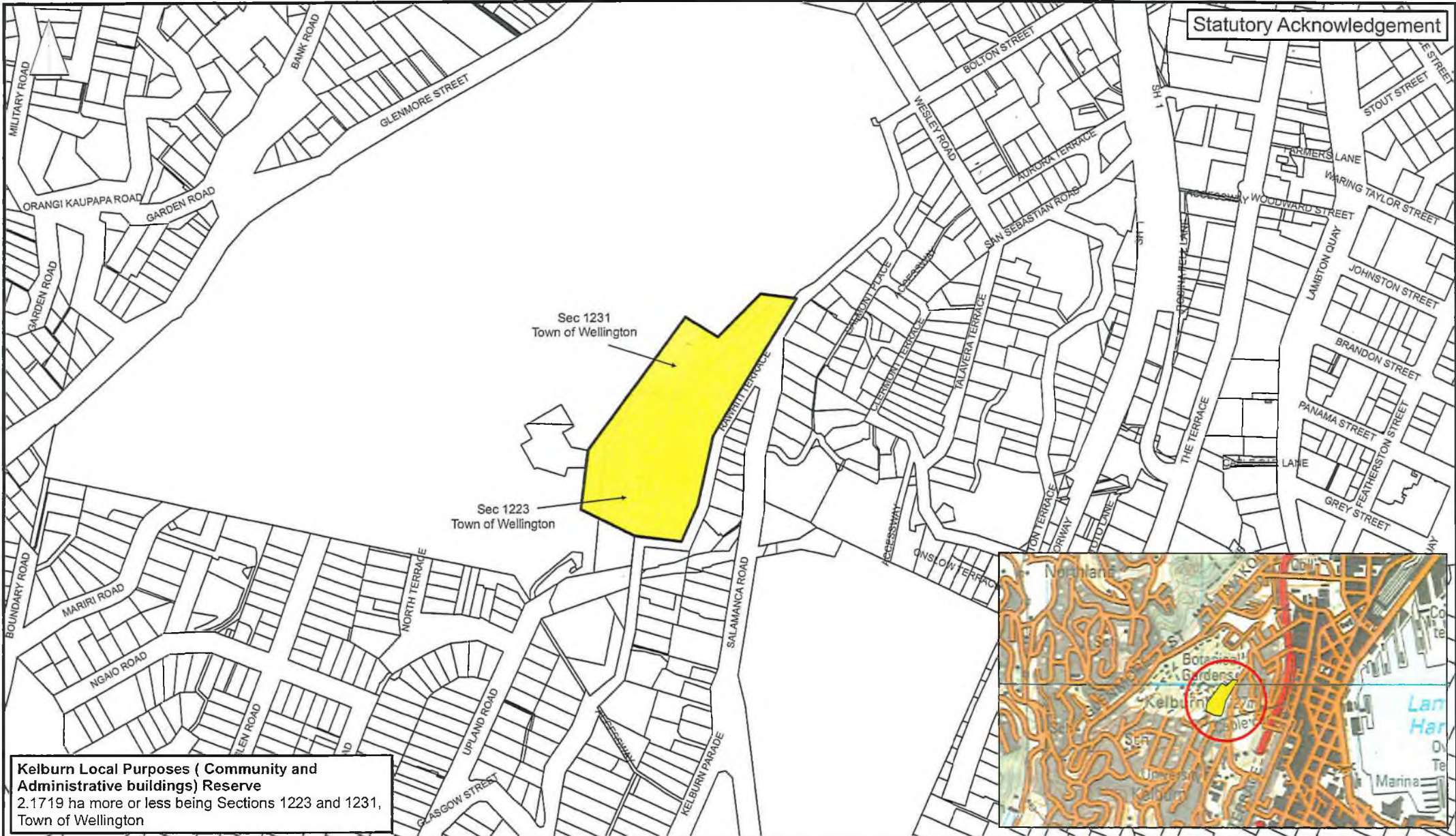
SIRCLAIR KNIGHT HERTZ
SKM

Turnbull House Historic Reserve

**Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown**

Approved as to boundaries:
 *[Signature]* 19/8/08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
 *[Signature]* 19/08/2008
 for and on behalf of the Crown

SO 408077



Sec 1231
Town of Wellington

Sec 1223
Town of Wellington

Kelburn Local Purposes (Community and Administrative buildings) Reserve
2.1719 ha more or less being Sections 1223 and 1231, Town of Wellington



Wellington Land District
Boundaries are indicative only
Grid lines are at 1000 metres



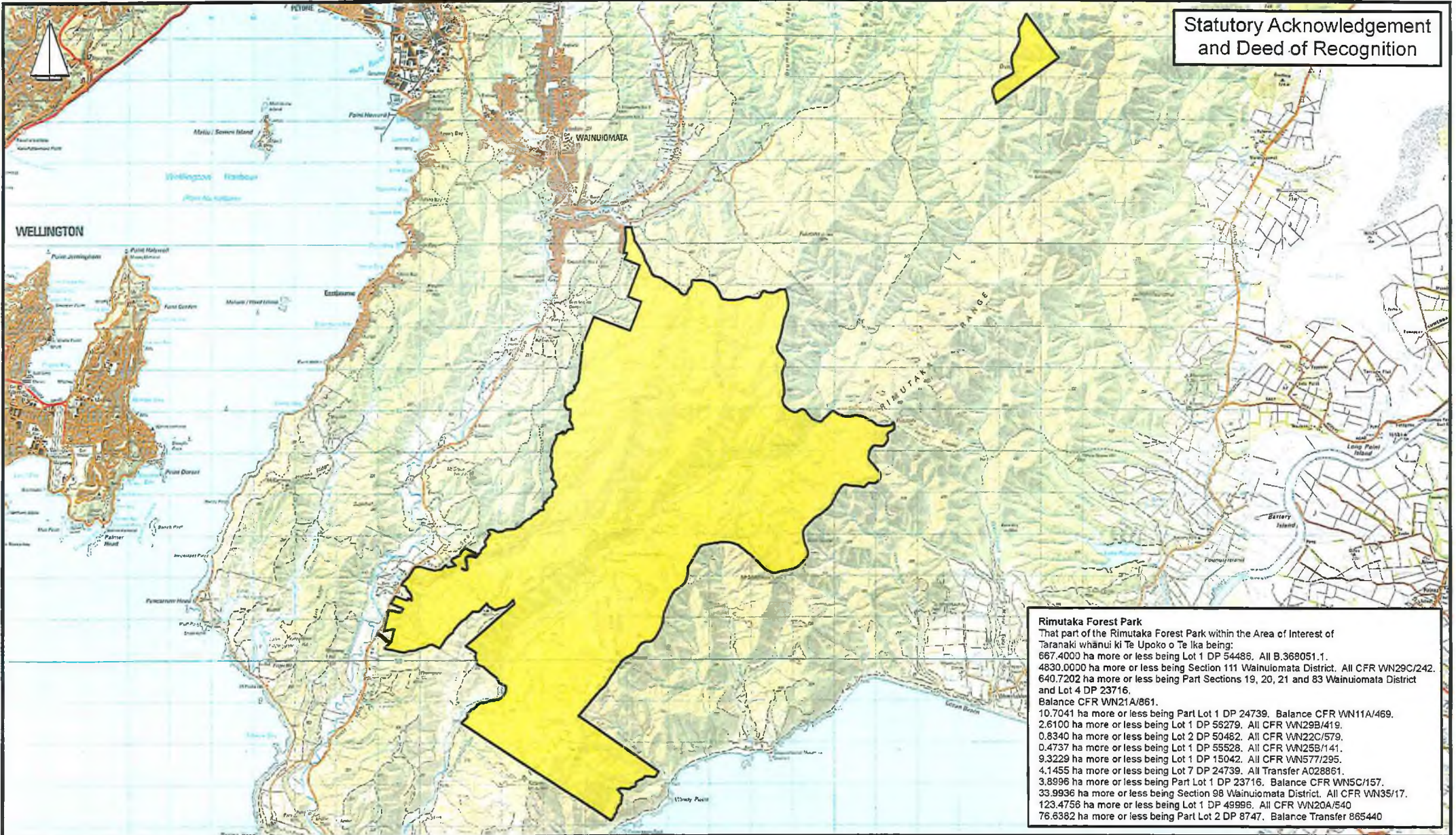
Kelburn Local Purposes (Community and Administrative buildings) Reserve

Areas referred to in the Deed of Settlement between Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
[Signature] 19.8.08
for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19.08.2008
for and on behalf of the Crown

SO 408078

**Statutory Acknowledgement
and Deed of Recognition**



Rimutaka Forest Park
 That part of the Rimutaka Forest Park within the Area of Interest of Taranaki Whānui ki Te Upoko o Te Ika being:
 667.4000 ha more or less being Lot 1 DP 54485. All B.368051.1.
 4830.0000 ha more or less being Section 111 Wainuiomata District. All CFR WN29C/242.
 640.7202 ha more or less being Part Sections 19, 20, 21 and 83 Wainuiomata District and Lot 4 DP 23716.
 Balance CFR WN21A/861.
 10.7041 ha more or less being Part Lot 1 DP 24739. Balance CFR WN11A/469.
 2.6100 ha more or less being Lot 1 DP 56279. All CFR WN29B/419.
 0.8340 ha more or less being Lot 2 DP 50482. All CFR WN22C/579.
 0.4737 ha more or less being Lot 1 DP 55528. All CFR WN25B/141.
 9.3229 ha more or less being Lot 1 DP 15042. All CFR WN577/295.
 4.1455 ha more or less being Lot 7 DP 24739. All Transfer A028861.
 3.8996 ha more or less being Part Lot 1 DP 23716. Balance CFR WN5C/157.
 33.9936 ha more or less being Section 98 Wainuiomata District. All CFR WN35/17.
 123.4758 ha more or less being Lot 1 DP 49995. All CFR WN20A/540.
 76.6382 ha more or less being Part Lot 2 DP 8747. Balance Transfer 865440



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres



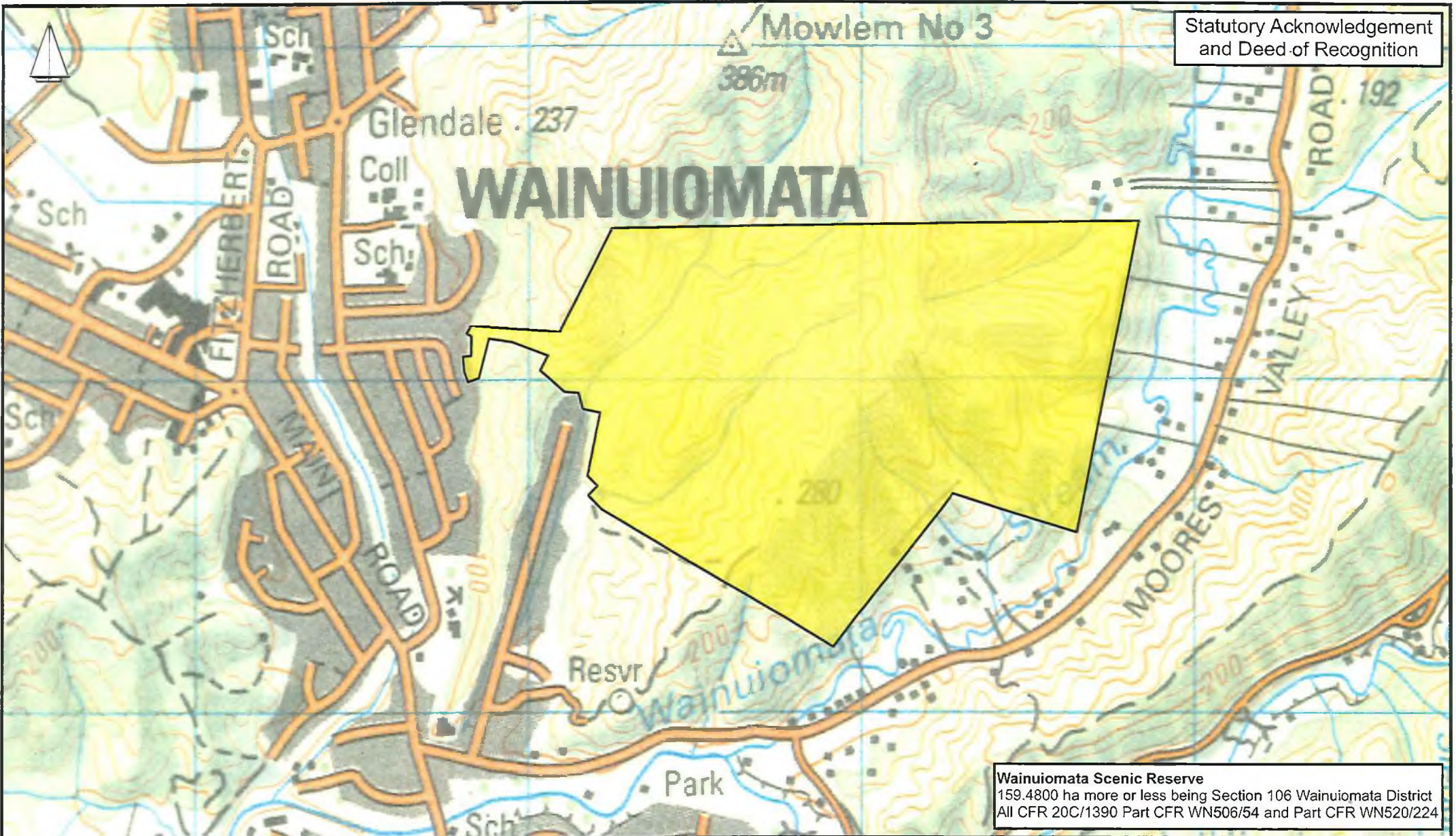
Rimutaka Forest Park

**Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown**

Approved as to boundaries:

[Signature] 19, 8, 08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19, 08, 2008
 for and on behalf of the Crown

SO 408079



Wainuiomata Scenic Reserve
 159.4800 ha more or less being Section 106 Wainuiomata District
 All CFR 20C/1390 Part CFR WN506/54 and Part CFR WN520/224



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres



AED03557

Wainuiomata Scenic Reserve

Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown

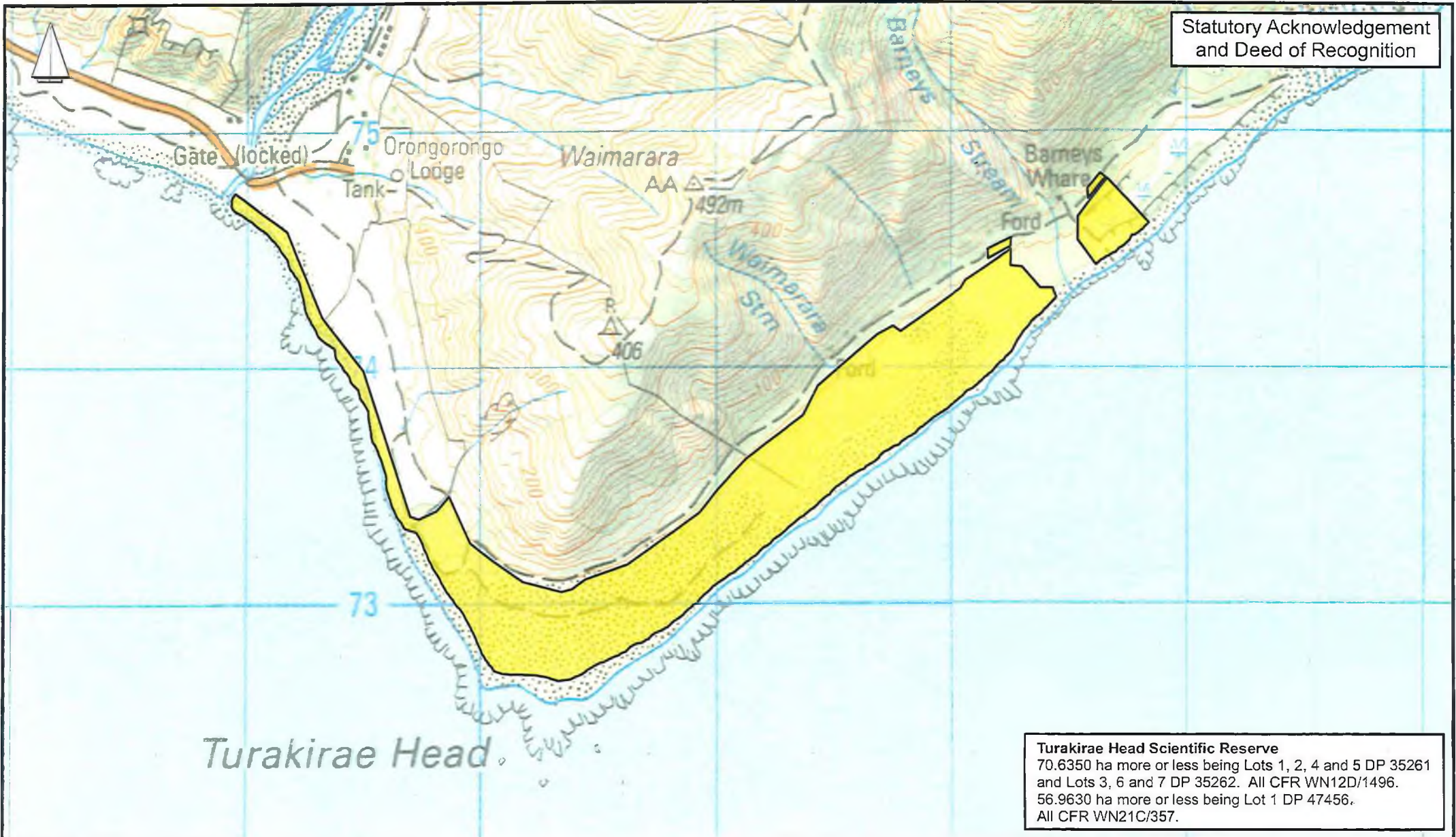
Approved as to boundaries:

[Signature] 19.5.08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika

[Signature] 19.05.2008
 for and on behalf of the Crown

SO 408080

Statutory Acknowledgement
and Deed of Recognition



Turakirae Head

Turakirae Head Scientific Reserve
 70.6350 ha more or less being Lots 1, 2, 4 and 5 DP 35261
 and Lots 3, 6 and 7 DP 35262. All CFR WN12D/1496.
 56.9630 ha more or less being Lot 1 DP 47456.
 All CFR WN21C/357.



Wellington Land District
 Boundaries are indicative only
 Grid lines are at 1000 metres



Turakirae Head Scientific Reserve

Areas referred to in the Deed of Settlement between
 Taranaki Whānui ki Te Upoko o Te Ika and the Crown

Approved as to boundaries:
[Signature] 19.8.08
 for and on behalf of Taranaki Whānui ki Te Upoko o Te Ika
[Signature] 19.08.2008
 for and on behalf of the Crown

SO 408081

9 DRAFT BILL

IN CONFIDENCE

PCO note: This draft is subject to further PCO revision.

Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Bill

Government Bill

Explanatory note

General policy statement

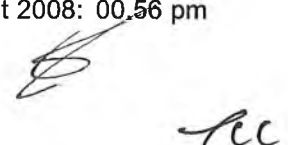
Overview

This Bill gives effect to the deed of settlement in which the Crown and Taranaki Whānui ki Te Upoko o Te Ika agree to a final settlement of the Taranaki Whānui ki Te Upoko o Te Ika historical claims.

Scope of settlement

Taranaki Whānui ki Te Upoko o Te Ika defines its rohe as conforming to the boundaries of the Port Nicholson Block and has 17 183 registered members. Taranaki Whānui ki Te Upoko o Te Ika comprises people from Taranaki iwi (Te Atiawa, Taranaki, Ngāti Tama, Ngāti Ruanui, and other people from Taranaki, including Ngāti Mutunga). In the deed of settlement and in this Bill, Taranaki Whānui ki Te Upoko o Te Ika is defined as the collective group composed of—

- individuals who are descended from 1 or more of the listed recognised ancestors of Taranaki Whānui ki Te Upoko o Te Ika; and
- every individual who is a member of the listed subgroups of Taranaki Whānui ki Te Upoko o Te Ika.



The settlement settles all of the historical claims of Taranaki Whānui ki Te Upoko o Te Ika. Those claims include all claims that are, or are founded on, a right arising—

- from the Treaty of Waitangi (Te Tiriti o Waitangi) or its principles; or
- under legislation; or
- at common law (including aboriginal title and customary law); or
- from fiduciary duty; or
- otherwise.

The claims arise from, or relate to, acts or omissions before 21 September 1992—

- by, or on behalf of, the Crown; or
- by or under legislation.

The Crown is released and discharged from all obligations and liabilities in respect of those claims.

History of claim

The claims of Taranaki Whānui ki Te Upoko o Te Ika were lodged with the Waitangi Tribunal from 1987 onwards. In 2003 those claims were reported on in the Waitangi Tribunal's *Te Whanganui a Tara Me Ōna Takiwā* report on the Wellington District Inquiry.

Negotiations and deed of settlement

In January 2004, the Crown recognised the mandate of the Port Nicholson Block Claims Team to negotiate the settlement of the historical claims of Taranaki Whānui ki Te Upoko o Te Ika. On 15 September 2006 the Crown recognised the reconfirmation of that mandate, which was undertaken by the Port Nicholson Block Claims Team between 24 June 2006 and 24 July 2006.

The Crown and Taranaki Whānui ki Te Upoko o Te Ika entered into terms of negotiation, dated 27 July 2004, which specified the scope, objectives, and general procedures for the negotiations; and an agreement in principle was signed on 13 December 2007 which recorded that Taranaki Whānui ki Te Upoko o Te Ika and the Crown were willing to enter into a deed of settlement on the basis of the Crown's settlement proposal set out in the agreement in principle.

Following the signing of the agreement in principle, negotiations continued between the Crown and Taranaki Whānui ki Te Upoko o Te Ika until a deed of settlement was initialled on 26 June 2008. A ratification process for the deed of settlement and the post-settlement governance entity occurred from the last week of June to the end of July 2008. Of the 7 120 registered adult members of Taranaki Whānui ki Te Upoko o Te Ika who were eligible to vote, 30.7% validly voted on the deed of settlement. Of these, 98.6% voted in favour of accepting the deed of settlement.

On 19 August 2008 the Port Nicholson Block Claims Team and the Crown entered into a deed of settlement. The deed of settlement was conditional on the establishment of a governance entity and the passage of a Bill implementing the matters set out in the deed.

Governance entity

A ratification process for the governance arrangements was carried out concurrently with that for the deed of settlement. Of the 7 120 adult members of Taranaki Whānui ki Te Upoko o Te Ika who were eligible to vote, 30.7% of voters validly voted on the post-settlement governance entity. Of these, 96.2% voted in favour of the proposed post-settlement arrangements. On 11 August 2008 the Port Nicholson Block Settlement Trust was established by trust deed. The trust is a private trust with 11 trustees, which will receive and administer the settlement redress.

The Crown is satisfied that the Port Nicholson Block Settlement Trust provides the appropriate governance arrangements for the transfer of redress under the deed of settlement. The governance arrangement provides for the representation of Taranaki Whānui ki Te Upoko o Te Ika, transparent decision-making and dispute resolution processes, and full accountability to members of Taranaki Whānui ki Te Upoko o Te Ika.

Key elements of redress

The deed of settlement sets out in full the redress provided to Taranaki Whānui ki Te Upoko o Te Ika in settlement of all of its historical claims. The following summary sets out the key elements of the settlement package contained in the deed of settlement. The summary distinguishes between those elements of the settlement package

B
acc

included in the Bill and those elements set out in the deed of settlement. Elements set out only in the deed of settlement do not require legislative authority for their implementation. The Bill includes the elements of the settlement package for which legislative authority is required.

Elements of settlement package in Bill

The Bill—

- empowers the Minister of Conservation, the Minister of Fisheries, and the Minister for Arts, Culture and Heritage to issue protocols that set out how the relevant department, ministry, or chief executive will interact with the trustees of the Port Nicholson Block Settlement Trust on specified matters. The form of each protocol is set out in Part 1 of the documents schedule of the deed of settlement:
- provides for the vesting in the trustees of the following cultural redress properties—
 - 1 Thorndon Quay:
 - 81–87 Thorndon Quay:
 - the Waiwhetu Road site:
 - the former Wainuiomata College site:
 - the former Wainuiomata Intermediate School site:
 - the former Waiwhetu School site:
 - the Pipitea Marae site:
 - a dendroglyph site (comprising 2 dendroglyph areas near the Parangarahu lakes):
 - an urupā site at Makara:
 - the bed of Lake Kohangatera and the Lake Kohangatera esplanade land:
 - the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land (the 2 lakes together comprising the Parangarahu Lakes):
 - Wi Tako Scenic Reserve:
 - Point Dorset Recreation Reserve:
 - the Korokoro Gateway site (a site adjacent to the harbour at Petone):

- Makaro Scientific Reserve:
- Mokopuna Scientific Reserve:
- Matiu Scientific Reserve:
- Matiu Historic Reserve.
- sets out the Crown's acknowledgement of the statements by Taranaki Whānui ki Te Upoko o Te Ika of its cultural, spiritual, historical, and traditional association with the following statutory areas—
 - Kaiwharawhara Stream:
 - a coastal marine area:
 - Hutt River:
 - Waiwhetu Stream:
 - Wellington Harbour:
 - Riverside Drive marginal strip:
 - Seaview marginal strip:
 - Government Buildings Historic Reserve:
 - Turnbull House Historic Reserve:
 - Rimutaka Forest Park:
 - Wainuiomata Scenic Reserve:
 - Turakirae Head Scientific Reserve:
 - Kelburn Local Purposes (Community and Administrative Buildings) Reserve:
- The statutory acknowledgement registers the special association Taranaki Whānui ki Te Upoko o Te Ika has with the statutory areas. Taranaki Whānui ki Te Upoko o Te Ika's statements of association are recorded in Part 2 of the documents schedule of the deed of settlement. The acknowledgement by the Crown of the statements of association is in the Bill. Consent authorities, the Environment Court, and the New Zealand Historic Places Trust will be required to have regard to the statutory acknowledgement. The acknowledgement requires that consent authorities provide Taranaki Whānui ki Te Upoko o Te Ika with summaries of all resource consent applications that may affect the statutory areas:
 - provides for a deed of recognition over the—
 - Rimutaka Forest Park:

- Wainuiomata Scenic Reserve:
- Turakirae Head Scientific Reserve:

This obliges the Crown to consult with Taranaki Whānui ki Te Upoko o Te Ika through the Port Nicholson Block Settlement Trust and have regard to its views regarding the special association Taranaki Whānui ki Te Upoko o Te Ika has with those areas. This also specifies the nature of the input of Taranaki Whānui ki Te Upoko o Te Ika into management of the area by the Department of Conservation:

- provides for the official amendment of the following 8 place names:

Name at present	New name
Ngauranga Stream	Waitohi Stream
Mount Misery	Mount Wai-ariki
Sinclair Head	Sinclair Head/Te Rimurapa
Red Rocks	Pariwhero/Red Rocks
Tinakori Hill	Te Ahumairangi Hill
Lowry Bay	Whiorau/Lowry Bay
Baring Head	Baring Head/Ōrua-pouanui
Steeple Rock	Steeple Rock/Te Aroaro-o-Kupe

- also provides the trustees with a right of first refusal in relation to certain properties.

Elements of settlement package only in deed of settlement

The deed of settlement also includes the following redress for which legislative authority is not required:

- the payment of \$23.138 million (being the financial and commercial redress amount of \$25.025 million less 2 previous on account amounts totalling \$1.887 million):
- the option for the trustees to purchase the following properties at market value and on the terms specified in Part 4 of the provisions schedule of the deed of settlement:
 - 4 Shelly Bay properties, once their market value at the date of the deed of settlement has been determined:

- any or all of 14 other properties, if notice of interest is given during the period of 2 years from the settlement date:
- the land (but not improvements) of any of 15 other properties, up to a total value of \$110 million (as the value is specified in Part 4 of the provisions schedule of the deed of settlement), if notice of interest is given during the period of 10 years from the settlement date, and subject to leaseback arrangements:
- letters from the Minister in Charge of Treaty of Waitangi Negotiations to Centreport Limited, and Wellington International Airport Limited, introducing the trustees and requesting that the recipient agree to enter into a formal relationship with them:
- acknowledgement and support by the Crown of the desire of the trustees to provide for the enhanced wellbeing, revitalisation, and protection of its members by—
 - facilitating access by Taranaki Whānui ki Te Upoko o Te Ika to government programmes and services that relate to social, economic, and cultural development. The Crown will assist the trustees in working through the necessary administrative procedures so that Taranaki Whānui ki Te Upoko o Te Ika shall have ready access to such programmes and services:
 - an appropriate Minister of the Crown chairing an annual hui between relevant Ministers of the Crown and the trustees. The purpose of the hui will be to review progress of the implementation of the social, economic, and cultural aspirations of Taranaki Whānui ki Te Upoko o Te Ika to identify, and progress, meaningful opportunities for Taranaki Whānui ki Te Upoko o Te Ika to play a more direct role in the provision of social, economic, and cultural outcomes for its members:
 - relevant government agencies working with the trustees to identify and explore areas of mutual interest. Those agencies will report progress to the annual hui referred to above.

Handwritten signature and initials in the bottom right corner of the page.

Removal of courts' jurisdiction and certain memorials

Taranaki Whānui ki Te Upoko o Te Ika and the Crown have agreed to the removal of the jurisdiction of the courts and the Waitangi Tribunal in respect of the historical claims of Taranaki Whānui ki Te Upoko o Te Ika (not including the contemporary aspects of Wai 262), the deed of settlement, the settlement redress, and this Bill (but not in respect of the interpretation or implementation of the deed of settlement or the Bill). Taranaki Whānui ki Te Upoko o Te Ika has also agreed that neither Taranaki Whānui ki Te Upoko o Te Ika nor a representative entity will object to the removal by legislation of memorials entered under any of the land claims statutory protection legislation.

Clause by clause analysis

Clause 1 states the Bill's title.

Clause 2 specifies the Bill's commencement date.

Part 1**Purpose of Act, interpretation, settlement
of historical claims, and miscellaneous
matters**

Part 1 provides for preliminary matters and the settlement of the historical claims.

Subpart 1—Purpose of Act

Clause 1.1 states the purpose of the Bill.

Clause 1.2 provides that the Bill binds the Crown.

Clause 1.3 provides an outline of the Bill.

Subpart 2—Interpretation

Clause 1.4 provides that the Bill is to be interpreted in a manner that best furthers the agreements in the deed of settlement.

Clause 1.5 defines certain terms used in the Bill.

Clause 1.6 defines Taranaki Whānui ki Te Upoko o Te Ika.

Clause 1.7 defines historical claims.

Subpart 3—Settlement of historical claims

Historical claims settled and jurisdiction of courts, etc, removed

Clause 1.8 settles the historical claims and provides that the settlement is final. It removes the jurisdiction of courts, tribunals, and other judicial bodies in respect of the historical claims, the deed of settlement, the Bill, and the settlement redress (but not in respect of the interpretation or implementation of the deed of settlement or the Bill).

Amendment to Treaty of Waitangi Act 1975

Clause 1.9 amends the Treaty of Waitangi Act 1975 to remove the jurisdiction of the Waitangi Tribunal as provided in *clause 1.8*.

Protections no longer apply

Clause 1.11 provides that certain enactments do not apply to specified land.

Clause 1.12 provides for the removal of existing memorials from the certificates of title or computer registers relating to the specified land.

Subpart 4—Miscellaneous matters

Perpetuities

Clause 1.13 provides for an exception to the rule against perpetuities and any relevant provisions of the Perpetuities Act 1964 for the Port Nicholson Block Settlement Trust and in respect of documents entered into by the Crown to give effect to the deed of settlement.

Timing of actions or matters

Clause 1.14 provides that actions or matters occurring under the Bill occur or take effect on the settlement date or as otherwise specified.

Access to deed of settlement

Clause 1.15 provides that the chief executive of the Ministry of Justice must make copies of the deed of settlement available for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington on any business day.

The deed must also be made available free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

Part 2 Cultural redress

Part 2 provides for cultural redress.

Subpart 1—Protocols

Subpart 1 (clauses 2.1 to 2.6) provides for the issue of protocols by the Minister of Conservation, the Minister of Fisheries, and the Minister for Arts, Culture and Heritage. It provides that the protocols are subject to the Crown's obligations and limits the rights arising under them.

Subpart 2—Statutory acknowledgement and deed of recognition

Subpart 2 (clauses 2.7 to 2.21) contains the Crown's acknowledgement of the statements made by Taranaki Whānui ki Te Upoko o Te Ika of their association with 13 statutory areas. The purposes and limits of the statutory acknowledgement are defined. This subpart also provides that the Minister of Conservation may enter into and amend a deed of recognition.

Subpart 3—The Crown not prevented from providing other similar redress

Subpart 3 (clause 2.22) provides that the Crown's provision of the protocols, statutory acknowledgement, and deed of recognition does not prevent the Crown from doing anything that is consistent with that redress, including—

- providing, or agreeing to introduce legislation providing, the same or similar redress to a person other than Taranaki Whānui ki Te Upoko o Te Ika or the trustees:
- disposing of land.

Subpart 4—Vesting of cultural redress properties

Subpart 4 (clauses 2.23 to 2.54) provides for the vesting of 18 cultural redress properties in the trustees and provides for the management regimes of some of the properties. Of the 18 properties, 7 vest in fee simple, 2 vest in fee simple to be administered as Maori reservations, 2 vest in fee simple subject to a conservation covenant, 3 vest in fee simple to be administered as scenic, recreation, or local purpose reserves, and 4 (the Harbour Islands reserves) vest in fee simple to be administered as scientific or historic reserves.

Clauses 2.33 to 2.41 relate to the 2 sites that vest subject to a conservation covenant, each of which is a lakebed and esplanade land. They provide for rights and obligations in relation to the sites.

Clauses 2.49 to 2.54 relate to the 4 Harbour Islands reserves. They provide for a Harbour Islands Kaitiaki Board to be the administering body of the reserves. However, the Minister of Conservation and the Director-General of Conservation retain functions, obligations, and powers in relation to the reserves. The application of the Reserves Act 1977 to the reserves is modified.

Subpart 5—General provisions relating to vesting of cultural redress properties

Subpart 5 (clauses 2.55 to 2.63A) contains technical provisions to facilitate the vesting of the cultural redress properties.

Subpart 6—Place names

Subpart 6 (clauses 2.64 to 2.68) provides for the alteration of existing place names and sets out the requirements for publishing a new place names notice and altering any new place name.

Part 3 Commercial redress

Part 3 provides for commercial redress.

Subpart 1—Transfer of deferred selection properties

Subpart 1 (clauses 3.1 to 3.3) contains provisions relating to the transfer of deferred selection properties and provides for, among other matters, the creation of a computer freehold register in relation to the properties.

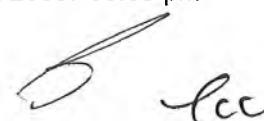
Subpart 2—Trustees' right of first refusal in relation to RFR land

Subpart 2 (clauses 3.4 to 3.33) provides the trustees with a right of first refusal in relation to RFR land. The owner of RFR land must not dispose of the land to a person other than the trustees (without offering it to the trustees on the same or better terms) unless a specified exception applies. The right of first refusal lasts for 100 years from the settlement date.

Schedules

There are 4 schedules that—

- describe the 13 statutory areas to which the statutory acknowledgement relates (*Schedule 1*);
- describe the 18 cultural redress properties (*Schedule 2*);
- set out provisions under which the Harbour Islands Kaitiaki Board must be appointed, and to which the Board is subject (*Schedule 3*);
- set out provisions that apply to notices given in relation to RFR land (*Schedule 4*).



Hon Dr Michael Cullen

**Port Nicholson Block (Taranaki
Whānui ki Te Upoko o Te Ika)
Claims Settlement Bill**

Government Bill

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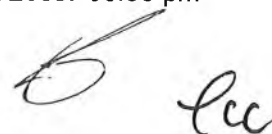
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The Parliament of New Zealand enacts as follows:

- 1 Title**
This Act is the Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act **2008**.
- 2 Commencement**
This Act comes into force on the day after the date on which it receives the Royal assent.

Part 1
Purpose of Act, interpretation, settlement
of historical claims, and miscellaneous
matters

Subpart 1—Purpose of Act

- 1.1 Purpose**
The purpose of this Act is to give effect to certain provisions of the deed of settlement, which is a deed that settles the historical claims of Taranaki Whānui ki Te Upoko o Te Ika.
- 1.2 Act binds the Crown**
This Act binds the Crown.
- 1.3 Outline**
 - (1) This section is a guide to the overall scheme and effect of this Act, but does not affect the interpretation or application of the other provisions of this Act or the deed of settlement.
 - (2) This Part—
 - (a) sets out the purpose of this Act and specifies that it binds the Crown; and



- (b) defines terms used in this Act, including key terms such as Taranaki Whānui ki Te Upoko o Te Ika and historical claims; and
 - (c) provides that the settlement of the historical claims is final; and
 - (d) provides for—
 - (i) the effect of the settlement on the jurisdiction of a court, tribunal, or other judicial body in respect of the historical claims; and
 - (ii) consequential amendments to the Treaty of Waitangi Act 1975; and
 - (iii) the effect of the settlement on certain memorials; and
 - (iv) the exclusion of the law against perpetuities, the timing of actions or matters provided for in this Act, and access to the deed of settlement.
- (3) **Part 2** provides for cultural redress, including—
- (a) protocols to be issued to the trustees by the Minister of Conservation, the Minister of Fisheries, and the Minister for Arts, Culture and Heritage; and
 - (b) an acknowledgement by the Crown of the statements made by Taranaki Whānui ki Te Upoko o Te Ika of their cultural, spiritual, historical, and traditional association with 13 statutory areas, and the effect of that acknowledgement; and
 - (c) a deed of recognition between the Crown and the trustees; and
 - (d) the vesting in the trustees of the fee simple estate in 18 cultural redress properties and subsequent management arrangements in relation to the 2 sites that are lakebed and esplanade land and the 7 reserve sites (including the 4 Harbour Islands reserves); and
 - (e) the alteration of place names.
- (4) **Part 3** provides for commercial redress, including—
- (a) the transfer of deferred selection properties to the trustees to give effect to the deed of settlement; and
 - (b) the creation of computer registers, and the effect of registration, in relation to the deferred selection properties; and

- (c) the application of other enactments in relation to the transfer of deferred selection properties; and
 - (d) a right of first refusal in relation to RFR land that may be exercised by the trustees.
- (5) There are 4 schedules that—
- (a) describe the 13 statutory areas to which the statutory acknowledgement relates;
 - (b) describe the 18 cultural redress properties;
 - (c) set out provisions relating to the Harbour Islands Kaitiaki Board;
 - (d) set out provisions that apply to notices given in relation to RFR land.

Subpart 2—Interpretation

1.4 Interpretation of Act generally

It is the intention of Parliament that the provisions of this Act are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

1.5 Interpretation

In this Act, unless the context requires another meaning,—

actual deferred settlement date, in relation to a deferred selection property, means the date on which settlement of the property takes place under clause 4.66 of the provisions schedule of the deed of settlement

aquatic life has the meaning given to it in section 2(1) of the Conservation Act 1987

authorised person,—

- (a) in respect of a cultural redress property, has the meaning given to it in **section 2.56(7)**; and
- (b) in respect of a deferred selection property, has the meaning given to it in **section 3.2(5)**

business day means the period from 9 am to 5 pm on any day of the week other than—

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; and

- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and
- (c) the day observed as the anniversary of the province of Wellington

Commissioner of Crown Lands has the same meaning as Commissioner in section 2 of the Land Act 1948

consent authority has the meaning given to it in section 2(1) of the Resource Management Act 1991

conservation document means a conservation management plan, conservation management strategy, freshwater fisheries management plan, or national park management plan

conservation management plan has the meaning given to it in section 2(1) of the Conservation Act 1987

conservation management strategy has the meaning given to it in section 2(1) of the Conservation Act 1987

control, for the purposes of **paragraph (d)** of the definition of Crown body, means,—

- (a) in relation to a company, control of the composition of its board of directors; and
- (b) in relation to another body, control of the composition of the group that would be its board of directors if the body were a company

Crown—

- (a) has the meaning given to it in section 2(1) of the Public Finance Act 1989; and
- (b) for the purposes of **subpart 1 of Part 3**, includes the New Zealand Railways Corporation

Crown body means—

- (a) a Crown entity (as defined in 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 any 1 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 **paragraph (d)**

cultural redress property has the meaning given to it in **section 2.23(1)**

deed of recognition means a deed of recognition entered into by the Minister of Conservation and the trustees under **section 2.16(a)**, including any amendments made under **section 2.16(b)**

deed of settlement and deed—

- (a) mean the deed of settlement dated 19 August 2008 and signed by—
 - (i) the Minister in Charge of Treaty of Waitangi Negotiations, the Honourable Dr Michael Cullen, and the Minister of Māori Affairs, the Honourable Parekura Horomia, for the Crown; and
 - (ii) Professor Ralph Heberley Ngatata Love, Kevin Hikaia Amohia, Neville McClutchie Baker, Spencer Waemura Carr, June Te Raumange Jackson, Dr Catherine Maarie Amohia Love, Hinekehu Ngaki Dawn McConnell, Rebecca Elizabeth Mellish, Dr Ihakara Porutu Puketapu, Sir Paul Alfred Reeves, and Mark Te One for Taranaki Whānui ki Te Upoko o Te Ika and for the Port Nicholson Block Settlement Trust; and
- (b) include—
 - (i) the schedules of and any attachments to the deed; and
 - (ii) any amendments to the deed or its schedules and attachments

deferred selection property means a property described in subpart H of Part 4 of the provisions schedule of the deed of settlement

Director-General means the Director-General of Conservation

DOC protocol means a protocol issued by the Minister of Conservation under **section 2.1(1)(a)**, including any amendments made under **section 2.1(1)(b)**

DOC protocol area means the area shown on the map attached to the DOC protocol

effective date means the date that is 6 months after the settlement date

encumbrance means a lease, tenancy, licence, licence to occupy, easement, covenant, or other right affecting a property

fisheries protocol means a protocol issued by the Minister of Fisheries under **section 2.1(1)(a)**, including any amendments made under **section 2.1(1)(b)**

fisheries protocol area means the area shown on the map attached to the fisheries protocol, together with the adjacent waters

freshwater fisheries management plan has the meaning given to it in section 2(1) of the Conservation Act 1987

Historic Places Trust means the New Zealand Historic Places Trust (Pouhere Taonga) continued under section 38 of the Historic Places Act 1993

historical claims has the meaning given to it in **section 1.7**

land holding agency, in relation to a deferred selection property, means the land holding agency specified for that property in subpart H of Part 4 of the provisions schedule of the deed of settlement

LINZ means Land Information New Zealand

local authority has the meaning given to it in section 5(1) of the Local Government Act 2002

member of Taranaki Whānui ki Te Upoko o Te Ika means every individual referred to in **section 1.6(1)(a)**

Ministry for Culture and Heritage protocol means a protocol issued by the Minister for Arts, Culture and Heritage under **section 2.1(1)(a)**, including any amendments made under **section 2.1(1)(b)**

national park management plan has the same meaning as management plan in section 2 of the National Parks Act 1980

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Port Nicholson Block Settlement Trust means the trust established by the Port Nicholson Block Settlement Trust deed

Port Nicholson Block Settlement Trust deed—

- (a) means the deed of trust establishing the Port Nicholson Block Settlement Trust, dated 11 August 2008; and
- (b) includes—
 - (i) the schedules of the deed of trust; and
 - (ii) any amendments to the deed of trust or its schedules

protocol means a protocol issued under **section 2.1(1)(a)**, including any amendments made under **section 2.1(1)(b)**

regional council has the meaning given to it in section 2(1) of the Resource Management Act 1991

Registrar-General means the Registrar-General of Land, appointed under section 4 of the Land Transfer Act 1952

related company has the meaning given to it in section 2(3) of the Companies Act 1993

relevant consent authority means a consent authority of a region or district that contains, or is adjacent to, a statutory area

representative entity means—

- (a) the trustees; and
- (b) any person (including any trustees) acting for, or on behalf of,—
 - (i) the collective group referred to in **section 1.6(1)(a)**; or
 - (ii) 1 or more of the whānau, hapū, or groups that together form the collective group referred to in **section 1.6(1)(a)**; or
 - (iii) 1 or more members of Taranaki Whānui ki Te Upoko o Te Ika

resource consent has the meaning given to it in section 2(1) of the Resource Management Act 1991

responsible department means, as the case may be, 1 of the following departments of State:

- (a) the Department of Conservation;
- (b) the Ministry of Fisheries;
- (c) the Ministry for Culture and Heritage:

- (d) any other department of State authorised by the Prime Minister to exercise powers or perform functions and duties under **subpart 1 of Part 2**

responsible Minister means, as the case may be, 1 of the following Ministers:

- (a) the Minister of Conservation;
(b) the Minister of Fisheries;
(c) the Minister for Arts, Culture and Heritage;
(d) any other Minister of the Crown authorised by the Prime Minister to exercise powers or perform functions and duties under **subpart 1 of Part 2**

RFR land has the meaning given to it in **section 3.5**

settlement date means the date that is 20 business days after the date on which this Act comes into force

settlement document means a document entered into by the Crown to give effect to the deed of settlement, being—

- (a) each protocol; and
(b) the deed of recognition

settlement property means—

- (a) each cultural redress property; and
(b) each deferred selection property; and
(c) all RFR land

statements of association has the meaning given to it in **section 2.7(2)**

statutory acknowledgement means the acknowledgement made by the Crown in **section 2.7** in respect of each statutory area, on the terms set out in **subpart 2 of Part 2**

statutory area means an area described in **Schedule 1**, the general location of which is indicated on the SO plan referred to in relation to that area in **Schedule 1** (but which does not establish the precise boundaries of the statutory area)

statutory plan—

- (a) means a district plan, proposed plan, regional coastal plan, regional plan, or regional policy statement as defined in section 2(1) of the Resource Management Act 1991; and
(b) includes a proposed policy statement provided for in Schedule 1 of the Resource Management Act 1991

subsidiary has the meaning given to it in section 5 of the Companies Act 1993

taonga tūturu—

- (a) has the meaning given to it in section 2(1) of the Protected Objects Act 1975; and
- (b) includes ngā taonga tūturu (which has the meaning given to it in section 2(1) of that Act)

Taranaki area means the area within the claimants' boundaries shown in figure 4 of the Taranaki Report—Kaupapa Tutatahi of the Waitangi Tribunal (submitted to the Minister in Charge of Treaty of Waitangi Negotiations and the Minister of Maori Affairs on 14 June 1996)

trustees of the Port Nicholson Block Settlement Trust and **trustees** means the trustees from time to time of the Port Nicholson Block Settlement Trust.

1.6 Meaning of Taranaki Whānui ki Te Upoko o Te Ika

(1AA) This section is subject to clause 8.2.3 of the deed of settlement.

- (1) In this Act, **Taranaki Whānui ki Te Upoko o Te Ika** means—
 - (a) the collective group composed of individuals who—
 - (i) descend from 1 or more of the recognised ancestors of the following iwi:
 - (A) Te Atiawa:
 - (B) Ngāti Tama:
 - (C) Taranaki:
 - (D) Ngāti Ruanui:
 - (E) other iwi from the Taranaki area (for example, Ngāti Mutunga); and
 - (ii) also descend from 1 or more of—
 - (A) the original signatories of the 27 September 1839 Port Nicholson Block purchase deed; and
 - (B) the persons listed in the Schedule to the Declaration of the Native Land Court in Wellington dated 11 April 1888; and
 - (C) other persons not referred to in **subsub-paragraph (A) or (B)**, but who exercised customary rights in the Port Nicholson

Block, Wellington District, on or after 6 February 1840 by virtue of being descended from 1 or more of the recognised ancestors of the iwi referred to in **paragraph (a)(i)**; and

- (b) any whānau, hapū, or group (including a group composed of the beneficiaries of the Wellington Tenths Trust and a group composed of the beneficiaries of the Palmerston North Māori Reserves Trust) to the extent that it is composed of individuals referred to in **paragraph (a)**; and
 - (c) every individual referred to in **paragraph (a)**.
- (2) In **subsection (1)(a)**, a person is descended from another person if the first person is descended from the other by—
- (a) birth; or
 - (b) legal adoption; or
 - (c) Māori customary adoption in accordance with Taranaki Whānui ki Te Upoko o Te Ika tikanga (customary values and practices).
- (3) In **subsection (1)(a)**,—
- customary rights** means rights according to tikanga Māori (Māori customary values and practices) including—
- (a) rights to occupy land; and
 - (b) rights in relation to the use of land or other natural or physical resources
- Taranaki area** has the same meaning as in **section 1.5**.

1.7 Meaning of historical claims

- (1) In this Act, **historical claims**—
- (a) means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Taranaki Whānui ki Te Upoko o Te Ika (or a representative entity) had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that—
 - (i) is, or is founded on, a right arising—
 - (A) from the Treaty of Waitangi or its principles; or
 - (B) under legislation; or



- (C) at common law (including aboriginal title or customary law); or
 - (D) from fiduciary duty; or
 - (E) otherwise; and
 - (ii) arises from, or relates to, acts or omissions before 21 September 1992—
 - (A) by, or on behalf of, the Crown; or
 - (B) by or under legislation; and
 - (b) includes every claim to the Waitangi Tribunal to which **paragraph (a)** applies that relates exclusively to Taranaki Whānui ki Te Upoko o Te Ika (or a representative entity), including—
 - (i) Wai 105—Hutt Section 19 claim; and
 - (ii) Wai 145—Port Nicholson Block claim; and
 - (iii) Wai 183—Korokoro Urupā claim; and
 - (iv) Wai 377—Kaiwharawhara and Hutt claim; and
 - (v) Wai 442—Waiwhetu Pā land claim; and
 - (vi) Wai 562—Pipitea Pā and street properties claim; and
 - (vii) Wai 571—Section 1, Pipitea Street (resumption) claim; and
 - (viii) Wai 660—Hutt Section 19 (part of) claim; and
 - (ix) Wai 734—Whanganui a Tara (Ngāti Mutunga) claim; and
 - (x) Wai 735—Whanganui a Tara (Ngāti Tama) claim; and
 - (c) includes every other claim to the Waitangi Tribunal to which **paragraph (a)** applies so far as it relates to Taranaki Whānui ki Te Upoko o Te Ika (or a representative entity).
- (2) However, **historical claims** does not include the following claims:
- (a) a claim that a member of Taranaki Whānui ki Te Upoko o Te Ika, or a whānau, hapū, or group referred to in **section 1.6(1)(b)**, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in **section 1.6(1)(a)**;
 - (b) a claim that a member of Taranaki Whānui ki Te Upoko o Te Ika, or a whānau, hapū, or group referred to in



- section 1.6(1)(b)**, may have in relation to an excluded area:
- (c) a claim that a representative entity may have to the extent the claim is, or is founded on, a claim referred to in **paragraph (a) or (b)**.
- (3) In **subsection (2)(b)**, **excluded area** means each of the following areas to the extent it is land within New Zealand:
- (a) the South Island;
- (b) the Chatham Islands;
- (c) the Taranaki area;
- (d) the Kapiti Coast.
- (4) In **subsection (3)**,—
- Kapiti Coast** means the district of the Kapiti Coast District Council as at the date of the deed of settlement
- land within New Zealand** means land within the baseline described in sections 5, 6, and 6A of the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977 (being the low-water mark along the coast of New Zealand, including the coast of all islands, except as otherwise provided in section 6 or 6A of that Act)
- Taranaki area** has the same meaning as in **section 1.5**.
- (5) To avoid doubt, **subsection (1)(a)** is not limited by **subsection (1)(b) or (c)**.

Subpart 3—Settlement of historical claims

Historical claims settled and jurisdiction of courts, etc, removed

- 1.8 Settlement of historical claims final**
- (1) The historical claims are settled.
- (2) The settlement of the historical claims is final and, on and from the settlement date, the Crown is released and discharged from all obligations and liabilities in respect of those claims.
- (3) **Subsections (1) and (2)** do not limit the acknowledgements expressed in, or the provisions of, the deed of settlement.
- (4) Despite any other enactment or rule of law, on and from the settlement date, no court, tribunal, or other judicial body has jurisdiction (including, without limitation, the jurisdiction to

inquire or further inquire into, or to make a finding or recommendation) in respect of—

- (a) the historical claims; or
 - (b) the deed of settlement; or
 - (c) this Act; or
 - (d) the redress provided under the deed of settlement or this Act.
- (5) **Subsection (4)** does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of the deed of settlement or this Act.

*Consequential amendment to Treaty of Waitangi
Act 1975*

1.9 Amendment to Treaty of Waitangi Act 1975

- (1) This section amends the Treaty of Waitangi Act 1975.
- (2) Schedule 3 is amended by inserting the following item in the appropriate alphabetical order: “Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act **2008, section 1.8(4) and (5).**”

1.10 [Deleted]
[Deleted].

Protections no longer apply

1.11 Certain enactments do not apply

- (1) Nothing in the enactments listed in **subsection (2)** applies—
 - (a) to a settlement property; or
 - (b) for the benefit of Taranaki Whānui ki Te Upoko o Te Ika or a representative entity.
- (2) The enactments are—
 - (a) sections 8A to 8HJ of the Treaty of Waitangi Act 1975;
 - (b) sections 27A to 27C of the State-Owned Enterprises Act 1986;
 - (c) sections 211 to 213 of the Education Act 1989;
 - (d) Part 3 of the Crown Forest Assets Act 1989;
 - (e) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990.

- (3) However, this section applies to a deferred selection property only if—
- (a) the trustees elect to purchase the property under paragraph 4.7 of the provisions schedule of the deed of settlement; and
 - (b) the purchase is settled under clause 4.66 of that schedule.

1.12 Removal of memorials

- (1) The chief executive of LINZ must issue to the Registrar-General a certificate that identifies (by reference to the relevant legal description, certificate of title, or computer register) each allotment that is—
- (a) all or part of a settlement property; and
 - (b) contained in a certificate of title or computer register that has a memorial entered under any enactment referred to in **section 1.11(2)**.
- (2) The chief executive of LINZ must issue a certificate under **subsection (1)** as soon as is reasonably practicable after—
- (a) the settlement date, in the case of a settlement property that is not a deferred selection property; or
 - (b) the actual deferred settlement date, in the case of a deferred selection property.
- (3) Each certificate must state that it is issued under this section.
- (4) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under **subsection (1)**,—
- (a) register the certificate against each certificate of title or computer register identified in the certificate; and
 - (b) cancel, in respect of each allotment identified in the certificate, each memorial that is entered (in accordance with any enactment referred to in **section 1.11(2)**) on a certificate of title or computer register identified in the certificate.

Subpart 4—Miscellaneous matters

Perpetuities

1.13 Rule against perpetuities does not apply

- (1) Neither the rule against perpetuities nor any provisions of the Perpetuities Act 1964—
 - (a) prescribe or restrict the period during which—
 - (i) the Port Nicholson Block Settlement Trust may exist in law; or
 - (ii) the trustees, in their capacity as trustees, may hold or deal with property (including income derived from property); or
 - (b) apply to a settlement document if the application of that rule or the provisions of that Act would otherwise make the document, or a right conferred by the document, invalid or ineffective.
- (2) However, if the Port Nicholson Block Settlement Trust is, or becomes, a charitable trust, the application (if any) of the rule against perpetuities or any provision of the Perpetuities Act 1964 to that trust must be determined under the general law.

Timing of actions or matters

1.14 Timing of actions or matters

- (1) Actions or matters occurring under this Act occur or take effect on and from the settlement date.
- (2) However, if a provision of this Act requires an action or matter to occur or take effect on a date other than the settlement date, that action or matter occurs or takes effect on and from that other date.

Access to deed of settlement

1.15 Access to deed of settlement

The chief executive of the Ministry of Justice must make copies of the deed of settlement available—

- (a) for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington on any business day; and

- (b) free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

Part 2

Cultural redress

Subpart 1—Protocols

General provisions

2.1 Authority to issue, amend, or cancel protocols

- (1) Each responsible Minister may—
 - (a) issue a protocol to the trustees in the form set out in Part 1 of the documents schedule of the deed of settlement; and
 - (b) amend or cancel that protocol.
- (2) A protocol may be amended or cancelled under **subsection (1)** at the initiative of either—
 - (a) the trustees; or
 - (b) the responsible Minister.
- (3) The responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the trustees.

2.2 Protocols subject to rights, functions, and obligations

Protocols do not restrict—

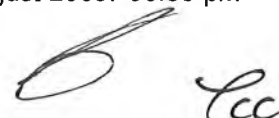
- (a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes (without limitation) the ability to—
 - (i) introduce legislation and change government policy; and
 - (ii) interact or consult with a person the Crown considers appropriate, including (without limitation) any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (b) the responsibilities of a responsible Minister or a responsible department; or
- (c) the legal rights of Taranaki Whānui ki Te Upoko o Te Ika or a representative entity.

2.3 Enforceability of protocols

- (1) The Crown must comply with a protocol while it is in force.
- (2) If the Crown fails, without good cause, to comply with a protocol, the trustees may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) Despite **subsection (2)**, damages or any form of monetary compensation are not available as a remedy for a failure by the Crown to comply with a protocol.
- (4) To avoid doubt,—
 - (a) **subsections (1) and (2)** do not apply to guidelines developed for the implementation of a protocol; and
 - (b) **subsection (3)** does not affect the ability of a court to award costs incurred by the trustees in enforcing the protocol under **subsection (2)**.

2.4 Limitation of rights

- (1) The DOC protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, land held, managed, or administered, or flora or fauna managed or administered, under—
 - (a) the Conservation Act 1987; or
 - (b) the enactments listed in Schedule 1 of that Act.
- (2) The fisheries protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, assets or other property rights (including in respect of fish, aquatic life, and seaweed) held, managed, or administered under any of the following enactments:
 - (a) the Fisheries Act 1996;
 - (b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992;
 - (c) the Maori Commercial Aquaculture Claims Settlement Act 2004;
 - (d) the Maori Fisheries Act 2004.
- (3) The Ministry for Culture and Heritage protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, taonga tūturu.



*Noting of DOC and fisheries protocols***2.5 Noting of DOC protocol**

- (1) A summary of the terms of the DOC protocol must be noted in the conservation documents affecting the DOC protocol area.
- (2) The noting of the DOC protocol is—
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to the conservation documents for the purposes of section 17I of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

2.6 Noting of fisheries protocol

- (1) A summary of the terms of the fisheries protocol must be noted in fisheries plans affecting the fisheries protocol area.
- (2) The noting of the fisheries protocol is—
 - (a) for the purpose of public notice only; and
 - (b) not an amendment to the fisheries plans for the purposes of section 11A of the Fisheries Act 1996.
- (3) In this section, **fisheries plan** means a plan approved or amended under section 11A of the Fisheries Act 1996.

Subpart 2—Statutory acknowledgement and deed of recognition*Statutory acknowledgement***2.7 Statutory acknowledgement by the Crown**

- (1) The Crown acknowledges the statements of association.
- (2) In this Act, **statements of association** means the statements—
 - (a) made by Taranaki Whānui ki Te Upoko o Te Ika of their particular cultural, spiritual, historical, and traditional association with each statutory area; and
 - (b) that are in the form set out in Part 2 of the documents schedule of the deed of settlement at the settlement date.

2.8 Purposes of statutory acknowledgement

- (1) The only purposes of the statutory acknowledgement are to—
 - (a) require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to

- the statutory acknowledgement, as provided for in **sections 2.9 to 2.11**; and
- (b) require relevant consent authorities to forward summaries of resource consent applications to the trustees, as provided for in **section 2.13**; and
 - (c) enable the trustees and any member of Taranaki Whānui ki Te Upoko o Te Ika to cite the statutory acknowledgement as evidence of the association of Taranaki Whānui ki Te Upoko o Te Ika with the relevant statutory areas, as provided for in **section 2.14**.
- (2) This section does not limit **sections 2.17 to 2.19**.

2.9 Relevant consent authorities to have regard to statutory acknowledgement

- (1) On and from the effective date, a relevant consent authority must have regard to the statutory acknowledgement relating to a statutory area in forming an opinion, in accordance with sections 93 to 94C of the Resource Management Act 1991, as to whether the trustees are persons who may be adversely affected by the granting of a resource consent for activities within, adjacent to, or directly affecting, the statutory area.
- (2) **Subsection (1)** does not limit the obligations of a relevant consent authority under the Resource Management Act 1991.

2.10 Environment Court to have regard to statutory acknowledgement

- (1) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to a statutory area in determining under section 274 of the Resource Management Act 1991 whether the trustees are persons having an interest in proceedings greater than the public generally in respect of an application for a resource consent for activities within, adjacent to, or directly affecting the statutory area.
- (2) **Subsection (1)** does not limit the obligations of the Environment Court under the Resource Management Act 1991.

2.11 Historic Places Trust and Environment Court to have regard to statutory acknowledgement

- (1) On and from the effective date, the Historic Places Trust and the Environment Court must have regard to the statutory acknowledgement relating to a statutory area in forming an opinion under section 14(6)(a) or 20(1) of the Historic Places Act 1993, as the case may be, as to whether the trustees are (or, for the purpose of section 14(6)(a) of that Act, may be) persons directly affected in relation to an archaeological site within the statutory area.
- (2) In this section, **archaeological site** has the meaning given to it in section 2 of the Historic Places Act 1993.

2.12 Recording statutory acknowledgement on statutory plans

- (1) On and from the effective date, each relevant consent authority must attach information recording the statutory acknowledgement to all statutory plans that wholly or partly cover a statutory area.
- (2) The information attached to a statutory plan must include the relevant provisions of **sections 2.7 to 2.15** in full, the descriptions of the statutory areas, and the statements of association.
- (3) The attachment of information to a statutory plan under this section is for the purpose of public information only, and the information is not—
 - (a) part of the statutory plan, unless adopted by the relevant consent authority; or
 - (b) subject to the provisions of Schedule 1 of the Resource Management Act 1991, unless adopted as part of the statutory plan.

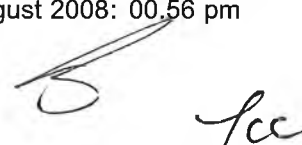
2.13 Distribution of resource consent applications to trustees

- (1) Each relevant consent authority must, for a period of 20 years from the effective date, forward to the trustees a summary of resource consent applications received by that consent authority for activities within, adjacent to, or directly affecting a statutory area.
- (2) The information provided under **subsection (1)** must be—

- (a) the same as would be given under section 93 of the Resource Management Act 1991 to persons likely to be adversely affected, or as may be agreed between the trustees and the relevant consent authority; and
 - (b) provided as soon as is reasonably practicable after each application is received, and before a determination is made on the application in accordance with sections 93 to 94C of the Resource Management Act 1991.
- (3) The trustees may, by notice in writing to a relevant consent authority,—
- (a) waive their rights to be notified under this section; and
 - (b) state the scope of that waiver and the period it applies for.
- (4) For the purposes of this section, a regional council dealing with an application to carry out a restricted coastal activity in a statutory area must be treated as if it were the relevant consent authority in relation to that application.
- (5) This section does not affect the obligation of a relevant consent authority to—
- (a) notify an application in accordance with sections 93 to 94C of the Resource Management Act 1991;
 - (b) form an opinion as to whether the trustees are persons who may be adversely affected under those sections.

2.14 Use of statutory acknowledgement

- (1) The trustees and any member of Taranaki Whānui ki Te Upoko o Te Ika may, as evidence of the association of Taranaki Whānui ki Te Upoko o Te Ika with a statutory area, cite the statutory acknowledgement that relates to that area in submissions to, and in proceedings before, a relevant consent authority, the Environment Court, or the Historic Places Trust concerning activities within, adjacent to, or directly affecting the statutory area.
- (2) The content of a statement of association is not, by virtue of the statutory acknowledgement, binding as fact on—
- (a) relevant consent authorities;
 - (b) the Environment Court;
 - (c) the Historic Places Trust;
 - (d) parties to proceedings before those bodies:



- (e) any other person who is entitled to participate in those proceedings.
- (3) Despite **subsection (2)**, the statutory acknowledgement may be taken into account by the bodies and persons specified in that subsection.
- (4) To avoid doubt,—
 - (a) neither the trustees nor members of Taranaki Whānui ki Te Upoko o Te Ika are precluded from stating that Taranaki Whānui ki Te Upoko o Te Ika has an association with a statutory area that is not described in the statutory acknowledgement; and
 - (b) the content and existence of the statutory acknowledgement do not limit any statement made.

2.15 Application of statutory acknowledgement to river, stream, or harbour

In relation to a statutory acknowledgement,—

harbour includes the bed of the harbour and everything above the bed.

river or stream—

- (a) means—
 - (i) a continuously or intermittently flowing body of fresh water, including a modified watercourse; and
 - (ii) the bed of the river or stream; but
- (b) does not include—
 - (i) a part of the bed of the river or stream that is not owned by the Crown; or
 - (ii) land that the waters of the river or stream do not cover at its fullest flow without overlapping its banks; or
 - (iii) an artificial watercourse; or
 - (iv) a tributary flowing into the river or stream.

Deed of recognition

2.16 Authorisation to enter into and amend deed of recognition

The Minister of Conservation may—



- (a) enter into a deed of recognition with the trustees, in the form set out in Part 3 of the documents schedule of the deed of settlement, in respect of the land within the following statutory areas:
 - (i) Rimutaka Forest Park:
 - (ii) Wainuiomata Scenic Reserve:
 - (iii) Turakirae Head Scientific Reserve; and
- (b) amend the deed of recognition by entering into a deed of amendment with the trustees.

General provisions

2.17 Exercise of powers and performance of duties and functions

- (1) Except as expressly provided in this subpart,—
 - (a) the statutory acknowledgement and the deed of recognition do not affect, and may not be taken into account by, a person exercising a power or performing a function or duty under legislation or a bylaw; and
 - (b) no person, in considering a matter or making a decision or recommendation under legislation or a bylaw, may give greater or lesser weight to the association of Taranaki Whānui ki Te Upoko o Te Ika with a statutory area (as described in a statement of association) than that person would give under the relevant legislation or bylaw if no statutory acknowledgement or deed of recognition existed in respect of the statutory area.
- (2) **Subsection (1)(b)** does not affect the operation of **subsection (1)(a)**.

2.18 Rights not affected

Except as expressly provided in this subpart, the statutory acknowledgement and the deed of recognition do not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

2.19 Limitation of rights

Except as expressly provided in this subpart, the statutory acknowledgement and the deed of recognition do not have the

effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, a statutory area.

*Consequential amendment to Resource
Management Act 1991*

2.20 Amendment to Resource Management Act 1991

- (1) This section amends the Resource Management Act 1991.
- (2) Schedule 11 is amended by inserting the following item in the appropriate alphabetical order: “Port Nicholson Block (Taranaki Whānui ki Te Upoko o Te Ika) Claims Settlement Act **2008**.”

2.21 [Deleted]
[Deleted].

Subpart 3—The Crown not prevented from
providing other similar redress

**2.22 The Crown not prevented from providing other similar
redress**

- (1) The provision of the specified cultural redress does not prevent the Crown from doing anything that is consistent with that cultural redress, including—
 - (a) providing, or agreeing to introduce legislation providing or enabling, the same or similar redress to a person other than Taranaki Whānui ki Te Upoko o Te Ika or the trustees; or
 - (b) disposing of land.
- (2) However, **subsection (1)** is not an acknowledgement by the Crown or Taranaki Whānui ki Te Upoko o Te Ika that any other iwi or group has interests in relation to land or an area to which any of the specified cultural redress relates.
- (3) In this section, **specified cultural redress** means the protocols, the statutory acknowledgement, and the deed of recognition.

Subpart 4—Vesting of cultural redress
properties

2.23 Interpretation

- (1) In this Act, **cultural redress property** means any of the following sites, and each site means the land described by that name in **Schedule 2**:
- (a) 1 Thorndon Quay:
 - (b) 81–87 Thorndon Quay:
 - (c) the Waiwhetu Road site:
 - (d) the former Wainuiomata College site:
 - (e) the former Wainuiomata Intermediate School site:
 - (f) the former Waiwhetu School site:
 - (g) the Pipitea Marae site:
 - (h) the dendroglyph site:
 - (i) the urupā site:
 - (j) the bed of Lake Kohangatera and the Lake Kohangatera esplanade land (together comprising 1 site):
 - (k) the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land (together comprising 1 site):
 - (l) Wi Tako Scenic Reserve:
 - (m) Point Dorset Recreation Reserve:
 - (n) the Korokoro Gateway site:
 - (o) Makaro Scientific Reserve:
 - (p) Mokopuna Scientific Reserve:
 - (q) Matiu Scientific Reserve:
 - (r) Matiu Historic Reserve.
- (2) In this subpart, **subpart 5**, and **Schedules 2 and 3**—
- bed of Lake Kohangapiripiri** means the land described by that name in the second column of **Schedule 2**
- bed of Lake Kohangatera** means the land described by that name in the second column of **Schedule 2**
- Crown stratum** means the part of Lake Kohangatera and the part of Lake Kohangapiripiri comprising the space occupied by water and the space occupied by air above the water
- Harbour Islands Kaitiaki Board** means the Board referred to in **section 2.54**

Harbour Islands reserves means Makaro Scientific Reserve, Mokopuna Scientific Reserve, Matiu Scientific Reserve, and Matiu Historic Reserve

Lake Kohangapiripiri means the bed of Lake Kohangapiripiri and the Crown stratum above the bed

Lake Kohangapiripiri esplanade land means the land described by that name in the second column of **Schedule 2**

Lake Kohangatera means the bed of Lake Kohangatera and the Crown stratum above the bed

Lake Kohangatera esplanade land means the land described by that name in the second column of **Schedule 2**

lakebeds and esplanade land means—

- (a) the bed of Lake Kohangatera and the Lake Kohangatera esplanade land; and
- (b) the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land

Minister means the Minister of Conservation

reserve site means each of the following cultural redress properties:

- (a) Wi Tako Scenic Reserve:
- (b) Point Dorset Recreation Reserve:
- (c) the Korokoro Gateway site:
- (d) Makaro Scientific Reserve:
- (e) Mokopuna Scientific Reserve:
- (f) Matiu Scientific Reserve:
- (g) Matiu Historic Reserve.

Sites vest in fee simple

2.24 1 Thorndon Quay

The fee simple estate in 1 Thorndon Quay vests in the trustees.

2.25 81–87 Thorndon Quay

The fee simple estate in 81–87 Thorndon Quay vests in the trustees.

2.26 Waiwhetu Road site

The fee simple estate in the Waiwhetu Road site vests in the trustees.

2.27 Former Wainuiomata College site

The fee simple estate in the former Wainuiomata College site vests in the trustees.

2.28 Former Wainuiomata Intermediate School site

The fee simple estate in the former Wainuiomata Intermediate School site vests in the trustees.

2.29 Former Waiwhetu School site

The fee simple estate in the former Waiwhetu School site vests in the trustees.

2.30 Pipitea Marae site

- (1) The part of the Pipitea Marae site that was formerly Section 1 SO 406978 ceases to be held under the Public Works Act 1981 for the purposes of buildings of general government and public buildings of the general government.
- (2) Any part of the Pipitea Marae site that is subject to section 15 of the Maori Purposes Act 1969 or section 9 of the Maori Purposes Act 1974 ceases to be—
 - (a) subject to those sections; and
 - (b) held for the purposes specified in those sections.
- (3) The fee simple estate in the part of the Pipitea Marae site referred to in **subsection (2)** vests in the Crown as Crown land subject to the Land Act 1948.
- (4) The fee simple estate in the Pipitea Marae site vests in the trustees.
- (5) Despite **subsection (4)**, any improvements to the Pipitea Marae site do not vest in the trustees.
- (6) The Pipitea Marae site is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act, while the land is used for the purposes of a marae.



*Sites vest in fee simple to be administered as
Maori reservations*

2.31 Dendroglyph site

- (1) The reservation of the dendroglyph site as a recreation reserve subject to section 17 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in the dendroglyph site vests in the Crown as Crown land subject to the Land Act 1948.
- (3) The fee simple estate in the dendroglyph site vests in the trustees.
- (4) The dendroglyph site is set apart as a Maori reservation, as if it were set apart under section 338(1) of Te Ture Whenua Maori Act 1993,—
 - (a) for the purposes of a place of cultural and historical interest; and
 - (b) to be held for the benefit of Taranaki Whānui ki Te Upoko o Te Ika.
- (5) The dendroglyph site is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.
- (6) Wellington Regional Council must provide the trustees with a registrable right of way easement in favour of the dendroglyph site in the form set out in Part 4 of the documents schedule of the deed of settlement.
- (7) An easement granted in accordance with **subsection (6)** is—
 - (a) enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and
 - (b) to be treated as having been granted in accordance with that Act.

2.32 Urupā site

- (1) The fee simple estate in the urupā site vests in the trustees.
- (2) The urupā site is set apart as a Maori reservation, as if it were set apart under section 338(1) of Te Ture Whenua Maori Act 1993,—
 - (a) for the purposes of a burial ground; and
 - (b) to be held for the benefit of Taranaki Whānui ki Te Upoko o Te Ika.
- (3) The urupā site is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.



lcc

- (4) However, **subsections (1) to (3)** do not apply unless—
- (a) the trustees provide MEL (West Wind) Limited with a registrable right of way easement and a registrable memorandum of encumbrance in relation to the urupā site; and
 - (b) the trustees and the Crown provide MEL (West Wind) Limited and Meridian Energy Limited with a signed deed of covenants; and
 - (c) not later than 3 years after the settlement date, any requirements under the Resource Management Act 1991 are met (including the obtaining of any resource consents) that are necessary to—
 - (i) use the site as an urupā; and
 - (ii) form the right of way to the specifications described in the easement referred to in **paragraph (a)**.
- (4A) Each document referred to in **subsection (4)(a) and (b)** must be provided in the form set out in Part 4 of the documents schedule of the deed of settlement.
- (5) An easement or encumbrance granted in accordance with **subsections (4) and (4A)** is—
- (a) enforceable in accordance with its terms, despite the provisions of Te Ture Whenua Maori Act 1993; and
 - (b) to be treated as having been granted in accordance with that Act.
- (6) The vesting under **subsection (1)** occurs on the date that is the later of—
- (a) settlement date; or
 - (b) the date by which all the matters referred to in **subsection (4)** are met.

*Sites vest in fee simple subject to conservation
covenant*

2.33 Bed of Lake Kohangatera and Lake Kohangatera esplanade land

- (1) The reservation of the Lake Kohangatera esplanade land as a local purpose (esplanade) reserve subject to section 23 of the Reserves Act 1977 is revoked.

- (2) The fee simple estate in the Lake Kohangatera esplanade land vests in the Crown as Crown land subject to the Land Act 1948.
- (3) The reservation of Lake Kohangatera as a government purpose reserve for wildlife management purposes subject to section 22 of the Reserves Act 1977 is revoked.
- (4) The fee simple estate in the bed of Lake Kohangatera and the Lake Kohangatera esplanade land vests in the trustees.
- (5) The bed of Lake Kohangatera and the Lake Kohangatera esplanade land is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.
- (6) **Subsections (1) to (5)** are subject to the trustees providing the Crown with a registrable covenant in relation to the lakebeds and esplanade land in the form set out in Part 4 of the documents schedule of the deed of settlement.
- (7) The covenant referred to in **subsection (6)** is to be treated as a conservation covenant for the purposes of—
 - (a) section 77 of the Reserves Act 1977; and
 - (b) section 27 of the Conservation Act 1987.

2.34 Bed of Lake Kohangapiripiri and Lake Kohangapiripiri esplanade land

- (1) The part of Lake Kohangapiripiri that is Section 1 SO 406979 ceases to be held under the Public Works Act 1981 for the purposes of a main sewer outfall.
- (2) The reservation of the Lake Kohangapiripiri esplanade land as a local purpose (esplanade) reserve subject to section 23 of the Reserves Act 1977 is revoked.
- (3) The fee simple estate in the part of Lake Kohangapiripiri that is Section 1 SO 406979 and in the Lake Kohangapiripiri esplanade land vests in the Crown as Crown land subject to the Land Act 1948.
- (4) Any reservation of Lake Kohangapiripiri as a government purpose reserve for wildlife management purposes subject to section 22 of the Reserves Act 1977 is revoked.
- (5) The fee simple estate in the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land vests in the trustees.
- (6) The bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land is not rateable under the Local



Government (Rating) Act 2002, except under section 9 of that Act.

- (7) **Subsections (1) to (6)** are subject to the trustees providing the Crown with the registrable covenant referred to in **section 2.33(6)**.

2.35 Lake Kohangatera and Lake Kohangapiripiri Scientific Reserve

- (1) The Crown stratum above the bed of Lake Kohangatera and the bed of Lake Kohangapiripiri is declared a reserve and classified as a scientific reserve subject to section 21 of the Reserves Act 1977.
- (2) The reserve created by **subsection (1)** is named Lake Kohangatera and Lake Kohangapiripiri Scientific Reserve, despite section 16(10) of the Reserves Act 1977.

2.36 Lawful access or use, and recreational activities, in relation to lakes

- (1) Despite the vestings under **sections 2.33(4) and 2.34(5)**,—
- (a) any lawful right of access to, or use of, Lake Kohangatera or Lake Kohangapiripiri remains unaffected; and
 - (b) members of the public may carry out recreational activities in or on Lake Kohangatera or Lake Kohangapiripiri; and
 - (c) the trustees must not interfere with a member of the public carrying out a recreational activity in or on Lake Kohangatera or Lake Kohangapiripiri.
- (2) A **recreational activity** under **subsection (1)**—
- (a) for which any enactment requires a permit, licence, or other authorisation, must be carried out in accordance with the required authorisation:
 - (b) does not include an activity that—
 - (i) is unlawful under any enactment or bylaw; or
 - (ii) involves attaching a fixture to the bed of Lake Kohangatera or the bed of Lake Kohangapiripiri; or
 - (iii) involves a risk of a significant adverse effect to Lake Kohangatera or Lake Kohangapiripiri.

- (3) To avoid doubt, the vestings under **sections 2.33(4) and 2.34(5)** do not give any rights to, or impose any obligations on, the trustees in relation to—
- (a) the waters of Lake Kohangatera or Lake Kohangapiripiri; or
 - (b) the aquatic life of Lake Kohangatera or Lake Kohangapiripiri (other than the plants attached to the bed of Lake Kohangatera or the bed of Lake Kohangapiripiri).

2.37 Existing structures in or on lakebeds and esplanade land

- (1) Despite the vestings under **sections 2.33(4) and 2.34(5)**, an existing structure—
- (a) does not vest in the trustees; and
 - (b) may remain in or on the lakebeds and esplanade land without the consent of, and without charge by, the trustees; and
 - (c) may be used, occupied, accessed, repaired, maintained, removed, or demolished at any time without the consent of, and without charge by, the trustees.
- (1A) However, if the owner of an existing structure removes or demolishes it, the registered proprietors may require the owner to leave the lakebeds and esplanade land concerned in a clean and tidy condition.
- (2) In this section and **sections 2.38 and 2.39**, **existing structure** means a structure in or on any of the lakebeds and esplanade land to the extent that the structure existed on the settlement date.
- (3) A structure is an **existing structure** whether or not, at any time, it was or is unlawful or unauthorised.

2.38 Determination of matters relating to existing structures

Despite the vestings under **sections 2.33(4) and 2.34(5)**, a local authority must determine the following matters as if the lakebeds and esplanade land were owned by the Crown:

- (a) a person's application for a resource consent or building consent under the Resource Management Act 1991 or the Building Act 2004 to use, occupy, access, repair, maintain, remove, or demolish an existing structure; or

- (b) any attempt by a person to rectify the non-compliance of an existing structure with or under the Resource Management Act 1991 or the Building Act 2004.

2.39 Liability for existing structures

The trustees are not liable for an existing structure for which they would, apart from this section, be liable by reason of their ownership of any of the lakebeds and esplanade land.

2.40 New structures require consent of trustees

- (1) No person may erect or modify a structure in or on, or attach a structure to, any of the lakebeds and esplanade land, unless the trustees first give their written consent.
- (2) However, **subsection (1)** does not apply if—
 - (a) the activity relating to the structure is permitted or otherwise authorised under **section 2.37**; or
 - (b) **section 2.41** applies to the activity relating to the structure.
- (3) The trustees may impose conditions on the grant of their consent, including imposing a charge.

2.41 Authorisations not affected

- (1) To avoid doubt, the vestings under **sections 2.33(4) and 2.34(5)** do not limit or otherwise affect a right or authorisation provided by or under an enactment that does not require the consent of the owners of land—
 - (a) to undertake an activity in, on, or in relation to the lakebeds and esplanade land; or
 - (b) to exercise a power or perform a function or duty in, on, or in relation to the lakebeds and esplanade land.
- (2) The rights and authorisations referred to in **subsection (1)** include, but are not limited to, a right or authorisation to—
 - (a) place or install, permanently or temporarily, a structure of any kind in or on the lakebeds and esplanade land; or
 - (b) enter and remain on the lakebeds and esplanade land to carry out any activity, including to gain access to, or undertake an activity on, any structure placed or installed in or on the lakebeds and esplanade land.

*Sites vest in fee simple to be administered as
scenic, recreation, or local purpose reserves*

2.42 Wi Tako Scenic Reserve

- (1) The reservation of Wi Tako Scenic Reserve as a scenic reserve subject to section 19 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Wi Tako Scenic Reserve vests in the trustees.
- (3) Wi Tako Scenic Reserve is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Wi Tako Ngatata Scenic Reserve, despite section 16(10) of the Reserves Act 1977.
- (5) Upper Hutt City Council is the administering body of the reserve for the purposes of the Reserves Act 1977 and has the functions, obligations, and powers of an administering body under that Act, as if the reserve were vested in the Council under section 26 of that Act.

2.43 Point Dorset Recreation Reserve

- (1) The reservation of Point Dorset Recreation Reserve as a recreation reserve subject to section 17 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Point Dorset Recreation Reserve vests in the trustees.
- (3) Point Dorset Recreation Reserve is declared a reserve and classified as a recreation reserve subject to section 17 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Point Dorset Recreation Reserve, despite section 16(10) of the Reserves Act 1977.
- (5) Wellington City Council is the administering body of the reserve for the purposes of the Reserves Act 1977 and has the functions, obligations, and powers of an administering body under that Act, as if the reserve were vested in the Council under section 26 of that Act.



2.44 Korokoro Gateway site

- (1) The part of the Korokoro Gateway site that is a stewardship area under the Conservation Act 1987 ceases to be a stewardship area.
- (2) The fee simple estate in the Korokoro Gateway site vests in the trustees.
- (3) The Korokoro Gateway site is declared a reserve and classified as a local purpose reserve, for the purpose of cultural and community facilities, subject to section 23 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Honiana Te Puni Local Purpose Reserve, despite section 16(10) of the Reserves Act 1977.
- (5) Hutt City Council is the administering body of the reserve for the purposes of the Reserves Act 1977 and has the functions, obligations, and powers of an administering body under that Act, as if the reserve were vested in the Council under section 26 of that Act.
- (6) Any improvements on the Korokoro Gateway site do not vest in the trustees, despite the vesting under **subsection (2)**.

*Harbour Islands reserves vest in fee simple to
be administered as scientific or historic reserves*

2.45 Makaro Scientific Reserve

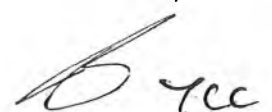
- (1) The reservation of Makaro Scientific Reserve as a scientific reserve subject to section 21 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Makaro Scientific Reserve vests in the trustees.
- (3) Makaro Scientific Reserve is declared a reserve and classified as a scientific reserve subject to section 21 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Makaro Scientific Reserve, despite section 16(10) of the Reserves Act 1977.

2.46 Mokopuna Scientific Reserve

- (1) Mokopuna Scientific Reserve ceases to be a wildlife refuge subject to the Wildlife Act 1953.
- (2) The reservation of Mokopuna Scientific Reserve as a scientific reserve subject to section 21 of the Reserves Act 1977 is revoked.
- (3) The fee simple estate in Mokopuna Scientific Reserve vests in the trustees.
- (4) Mokopuna Scientific Reserve is declared a reserve and classified as a scientific reserve subject to section 21 of the Reserves Act 1977.
- (5) The reserve created by **subsection (4)** is named Mokopuna Scientific Reserve, despite section 16(10) of the Reserves Act 1977.

2.47 Matiu Scientific Reserve

- (1) The part of Matiu Scientific Reserve that is Section 3 SO 20946 ceases to be—
 - (a) subject to section 74 of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1923; and
 - (b) held in trust, under that section, as a site for a lighthouse.
- (2) The fee simple estate in the part of Matiu Scientific Reserve that is Section 3 SO 20946 vests in the Crown as Crown land subject to the Land Act 1948.
- (3) Any reservation of Matiu Scientific Reserve as a scientific reserve subject to section 21 of the Reserves Act 1977 is revoked.
- (4) The fee simple estate in Matiu Scientific Reserve vests in the trustees.
- (5) Matiu Scientific Reserve is declared a reserve and classified as a scientific reserve subject to section 21 of the Reserves Act 1977.
- (6) The reserve created by **subsection (5)** is named Matiu Scientific Reserve, despite section 16(10) of the Reserves Act 1977.
- (7) **Subsections (1) to (6)** are subject to the trustees providing Wellington Regional Council with a registrable lease in relation to the part of Matiu Scientific Reserve that is Section 3 SO



20946 in the form set out in Part 4 of the documents schedule of the deed of settlement.

- (8) A lease granted in accordance with **subsection (7)** is—
- (a) enforceable in accordance with its terms, despite the provisions of the Reserves Act 1977; and
 - (b) to be treated as having been granted in accordance with that Act.
- (9) Despite the vesting under **subsection (4)**, any improvements in or on Matiu Scientific Reserve at the settlement date—
- (a) do not vest in the trustees; and
 - (b) may remain in or on the land without the consent of, and without charge by, the registered proprietors of the land; and
 - (c) may be used, occupied, accessed, repaired, maintained, removed, or demolished at any time without the consent of, and without charge by, the registered proprietors. However, if the owner of an improvement removes or demolishes it, the registered proprietors of the land may require the owner to leave the land concerned in a clean and tidy condition.
- (10) **Subsection (9)(b) and (c)** are subject to the terms of any lease granted in accordance with **subsection (7)**.

2.48 Matiu Historic Reserve

- (1) The reservation of Matiu Historic Reserve as a historic reserve subject to section 18 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Matiu Historic Reserve vests in the trustees.
- (3) Matiu Historic Reserve is declared a reserve and classified as a historic reserve subject to section 18 of the Reserves Act 1977.
- (4) The reserve created by **subsection (3)** is named Matiu Historic Reserve, despite section 16(10) of the Reserves Act 1977.
- (5) Despite the vesting under **subsection (2)**, any improvements in or on Matiu Historic Reserve at the settlement date—
 - (a) do not vest in the trustees; and
 - (b) may remain in or on the land without the consent of, and without charge by, the registered proprietors of the land; and



- (c) may be used, occupied, accessed, repaired, maintained, removed, or demolished at any time without the consent of, and without charge by, the registered proprietors. However, if the owner of an improvement removes or demolishes it, the registered proprietors of the land may require the owner to leave the land concerned in a clean and tidy condition.

*Application of Reserves Act 1977 to Harbour
Islands reserves*

2.49 Harbour Islands Kaitiaki Board to be administering body

The Harbour Islands Kaitiaki Board—

- (a) is the administering body of the Harbour Islands reserves for the purposes of the Reserves Act 1977; and
- (b) has the functions, obligations, and powers of an administering body under that Act, as if the reserves were vested in the Board under section 26 of that Act, except as provided in this subpart and **Schedule 3**.

2.50 Functions, obligations, and powers of Minister

- (1) The Minister of Conservation has, in respect of the Harbour Islands reserves, the functions, obligations, and powers that the Minister has under the Reserves Act 1977 in relation to a reserve not vested in the Crown, except as provided in **subsection (2)**, this subpart, and **Schedule 3**.
- (2) The Minister may not appoint a committee under section 9 of the Reserves Act 1977 in relation to the Harbour Islands reserves.

2.50A Functions, obligations, and powers of Director-General

- (1) The Director-General is responsible for managing the Harbour Islands reserves—
 - (a) for the purposes specified in section 40(1) of the Reserves Act 1977; and
 - (b) in accordance with that Act and any management plan prepared for the reserves by the Harbour Islands Kaitiaki Board.

- (2) The Director-General may, in performing the function under **subsection (1)**, do anything that he or she considers necessary for the management of the Harbour Islands reserves.

2.51 Modified application of certain provisions of Reserves Act 1977 in relation to Harbour Islands reserves

- (1) Section 41 of the Reserves Act 1977 applies in relation to the Harbour Islands reserves, except that—
- (a) instead of the requirements under section 41(1),—
 - (i) the Harbour Islands Kaitiaki Board must, within 24 months of becoming the administering body of the Harbour Islands reserves, prepare a management plan for the reserves; and
 - (ii) the Board must submit the management plan to the Minister and the chairperson of the Port Nicholson Block Settlement Trust for their approval; and
 - (b) the Minister and the chairperson of the Port Nicholson Block Settlement Trust may together extend the period specified in **paragraph (a)(i)**; and
 - (c) the Minister may not require the Board to review its management plan under section 41(4); and
 - (d) the following provisions do not apply:
 - (i) section 41(2) (Minister's power to extend the time within which the management plan must be submitted for approval);
 - (ii) section 41(6)(aa) (requirement to send copy of draft plan to designated officer);
 - (iii) section 41(7) (Minister's power to direct administering body to follow specified procedure if review of plan required under section 41(4));
 - (iv) section 41(15) (Minister's power to refuse to approve, or consent to, activity until plan approved).
- (2) Sections 42(1), 49, and 50 of the Reserves Act 1977 apply in relation to the Harbour Islands reserves as if references to the Minister were references to the Harbour Islands Kaitiaki Board.

- (3) Section 58 of the Reserves Act 1977 applies in relation to the Harbour Islands reserves, except that—
 - (a) section 58(a) and (d) do not apply; and
 - (b) the consent of the Minister is not required under section 58(b); and
 - (c) the parts of the reserves used as sites for residences on the commencement of this Act are to be treated as having been set apart as sites for residences under section 58(b).
- (4) Section 59A of the Reserves Act 1977 and Part 3B of the Conservation Act 1987 (as applied by that section) apply in relation to the Harbour Islands reserves as if—
 - (a) the reserves were vested in the Crown; and
 - (b) references to the Minister were references to the Harbour Islands Kaitiaki Board.
- (5) Despite section 78 of the Reserves Act 1977, the following money must be paid in accordance with the Public Finance Act 1989 into the Department's Departmental Bank Account and applied for the benefit of the Harbour Islands reserves:
 - (a) any rent, fee, royalty, or other amount received under a concession granted for a Harbour Islands reserve; and
 - (b) any other amount paid in accordance with the Reserves Act 1977 in respect of a Harbour Islands reserve.
- (6) Section 93 of the Reserves Act 1977 applies in relation to the Harbour Islands reserves, except that **officer** does not include any officer or employee of the Harbour Islands Kaitiaki Board.
- (7) Sections 94 to 105 and section 110 of the Reserves Act 1977 apply in relation to the Harbour Islands reserves as if references to the Commissioner or the administering body were references to the Director-General.

2.52 Certain provisions of Reserves Act 1977 do not apply in relation to Harbour Islands reserves

Sections 8(9) and (10), 15, 48, 48A, 58A, 59(2), 64, 74, 78, 79, 80, 81, 88, 89, 90, 113, 114, and 115 of the Reserves Act 1977 do not apply in relation to the Harbour Islands reserves.

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2.53 Advice on conservation and other matters

The New Zealand Conservation Authority, the Wellington Conservation Board, the Minister, and the Director-General must consult with, and have regard to the views of, the Harbour Islands Kaitiaki Board in relation to each of the following matters to the extent the matter affects the Harbour Islands reserves:

- (a) conservation management:
- (b) conservation policy:
- (c) conservation documents:
- (d) annual business planning:
- (e) appointment of rangers.

2.54 Appointment of Harbour Islands Kaitiaki Board and other provisions that apply

The Harbour Islands Kaitiaki Board must be appointed in accordance with, and is subject to, the provisions set out in **Schedule 3**.

Subpart 5—General provisions relating to
vesting of cultural redress properties

2.55 Properties vest subject to, or together with, encumbrances

Each cultural redress property vests under **subpart 4** subject to, or together with, any encumbrances listed in relation to the property in **Schedule 2**.

2.56 Registration of ownership

- (1) This section applies to the fee simple estate in a cultural redress property vested in the trustees under **subpart 4**.
- (2) The Registrar-General must, on written application by an authorised person, comply with **subsections (3) and (4)**.
- (3) To the extent that a cultural redress property is all of the land contained in a computer freehold register, the Registrar-General must—
 - (a) register the trustees as the proprietors of the fee simple estate in the land; and

- (b) make any entries in the register, and do all other things, that are necessary to give effect to this Part and to Part 3 of the deed of settlement.
- (4) To the extent that a cultural redress property is not all of the land contained in a computer freehold register, or there is no computer freehold register for all or part of the property, the Registrar-General must, in accordance with an application received from an authorised person,—
 - (a) create 1 or more computer freehold registers for the fee simple estate in the property in the names of the trustees; and
 - (b) enter on the register any encumbrances that are registered, notified, or notifiable and that are described in the application.
- (5) **Subsection (4)** applies subject to the completion of any survey necessary to create the computer freehold register.
- (6) A computer freehold register must be created under this section as soon as is reasonably practicable after the settlement date, but no later than—
 - (a) 24 months after the settlement date; or
 - (b) any later date that may be agreed in writing by the trustees and the Crown.
- (7) In **subsections (2) and (4)**, **authorised person** means a person authorised by—
 - (a) the chief executive of LINZ, in the case of 1 Thorndon Quay;
 - (b) the Secretary for Justice, in the case of—
 - (i) 81–87 Thorndon Quay;
 - (ii) the Waiwhetu Road site;
 - (iii) the former Wainuiomata College site;
 - (iv) the former Wainuiomata Intermediate School site;
 - (v) the urupā site;
 - (c) the Secretary for Education, in the case of the former Waiwhetu School site;
 - (d) the chief executive of Te Puni Kōkiri, in the case of the Pipitea Marae site;
 - (e) the Director-General, in all other cases.

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2.57 Application of Part 4A of Conservation Act 1987

- (1) The vesting of the fee simple estate in a cultural redress property under **subpart 4** is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.
- (2) Despite **subsection (1)**,—
 - (a) section 24 of the Conservation Act 1987 does not apply to the vesting of a reserve site under **section 2.42(2), 2.43(2), 2.44(2), 2.45(2), 2.46(3), 2.47(4), or 2.48(2)**;
 - (b) Part 4A of the Conservation Act 1987 does not apply to the vesting of—
 - (i) the bed of Lake Kohangatera and the Lake Kohangatera esplanade land under **section 2.33(4)**; or
 - (ii) the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land under **section 2.34(5)**.
- (3) If the reservation, under **subpart 4**, of a reserve site is revoked in relation to all or part of the site, then the site's vesting referred to in **subsection (2)(a)** is no longer exempt from section 24 of the Conservation Act 1987 in relation to all or that part of the site, as the case may be.

2.58 Recording application of Part 4A of Conservation Act 1987 and sections of this Act

- (1) The Registrar-General must record on the computer freehold register for—
 - (a) a reserve site that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply, and that the land is subject to **sections 2.57(3) and 2.61** of this Act; and
 - (b) the bed of Lake Kohangatera and the Lake Kohangatera esplanade land that Part 4A of the Conservation Act 1987 does not apply; and
 - (c) the bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land that Part 4A of the Conservation Act 1987 does not apply; and



- (d) any other cultural redress property that the land is subject to Part 4A of the Conservation Act 1987.
- (2) A notification made under **subsection (1)** that land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act.
- (3) If the reservation, under **subpart 4**, of a reserve site is revoked in relation to—
 - (a) all of the site, then the Director-General must apply in writing to the Registrar-General to remove from the computer freehold register for the site the notifications that—
 - (i) section 24 of the Conservation Act 1987 does not apply to the site; and
 - (ii) the site is subject to **sections 2.57(3) and 2.61** of this Act; or
 - (b) part of the site, then the Registrar-General must ensure that the notifications referred to in **paragraph (a)** remain only on the computer freehold register for the part of the site that remains a reserve.
- (4) The Registrar-General must comply with an application received in accordance with **subsection (3)(a)**.

2.59 Application of other enactments

- (1) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation, under **subpart 4**, of the reserve status of a cultural redress property.
- (2) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
 - (a) the vesting of the fee simple estate in a cultural redress property under **subpart 4**; or
 - (b) any matter incidental to, or required for the purpose of, the vesting.
- (3) The vesting of the fee simple estate in a cultural redress property under **subpart 4** does not—
 - (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
 - (b) affect other rights to subsurface minerals.



- (4) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of the deed of settlement in relation to a cultural redress property.

2.60 Application of certain payments

The Minister of Conservation may direct that any intra-Crown payment for the following sites be paid and applied in the manner specified in section 82(1)(a) of the Reserves Act 1977:

- (a) the bed of Lake Kohangatera:
- (b) the bed of Lake Kohangapiripiri, except Section 1 SO 406979:
- (c) Wi Tako Scenic Reserve:
- (d) Point Dorset Recreation Reserve:
- (e) the Harbour Islands reserves, except the part of Matiu Scientific Reserve that is Section 3 SO 20946.

Provisions relating to reserve sites

2.61 Subsequent transfer of reserve land

- (1) This section applies to all, or the part, of a reserve site that, at any time after vesting in the trustees under **subpart 4**, remains a reserve under the Reserves Act 1977 (the **reserve land**).
- (2) The fee simple estate in the reserve land may be transferred to any other person only in accordance with this section, despite any other enactment or rule of law.
- (3) The Minister of Conservation must give written consent to the transfer of the fee simple estate in the reserve land to another person or persons (the **new owners**) if, upon written application, the registered proprietors of the reserve land satisfy the Minister that the new owners are able to—
 - (a) comply with the requirements of the Reserves Act 1977; and
 - (b) perform the duties of an administering body under that Act.
- (4) The Registrar-General must, upon receiving the documents specified in **subsection (5)**, register the new owners as the proprietors of the fee simple estate in the reserve land.



- (5) The documents are—
- (a) a transfer instrument to transfer the fee simple estate in the reserve land to the new owners, including a notification that the new owners are to hold the reserve land for the same reserve purposes as it was held by the administering body immediately before the transfer; and
 - (b) the written consent of the Minister of Conservation to the transfer of the reserve land; and
 - (c) the written consent of the administering body of the reserve land; and
 - (d) any other document required for registration of the transfer instrument.
- (6) The new owners, from the time of registration under **subsection (4)**,—
- (a) are the administering body of the reserve land for the purposes of the Reserves Act 1977; and
 - (b) hold the reserve land for the same reserve purposes as it was held by the administering body immediately before the transfer.
- (7) Despite **subsections (1) and (2)**, this section does not apply to the transfer of the fee simple estate in reserve land if—
- (a) the transferors of the reserve land are or were the trustees of a trust; and
 - (b) the transferees are the trustees of the same trust, after any new trustee has been appointed to the trust or any transferor has ceased to be a trustee of the trust; and
 - (c) the instrument to transfer the reserve land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that **paragraphs (a) and (b)** apply.

2.61A Revocation of reservation of reserve site

If the reservation, under **subpart 4**, of a reserve site is revoked under section 24 of the Reserves Act 1977 in relation to all or part of the site, section 25 of that Act, except subsection (2), does not apply to the revocation.



2.62 Trustees must not mortgage reserves

The registered proprietors of a reserve site must not mortgage, or give a security interest in, all or any part of the site that, at any time after vesting in the trustees under **subpart 4**, remains a reserve under the Reserves Act 1977.

2.63 Saving of bylaws, etc, in relation to reserve sites

- (1) This section applies to any bylaw, prohibition, permit, concession, or restriction on use or access that an administering body or the Minister made or granted under the Reserves Act 1977 or the Conservation Act 1987 in relation to a reserve site before the site vested in the trustees under **subpart 4**.
- (2) The bylaw, prohibition, permit, concession, or restriction on use or access remains in force until it expires or is revoked under the Reserves Act 1977 or the Conservation Act 1987.

2.63A Consequential repeal of enactments

The following enactments are repealed:

- (a) section 74 of the Reserves and Other Lands Disposal and Public Bodies Empowering Act 1923;
- (b) section 15 of the Maori Purposes Act 1969;
- (c) section 9 of the Maori Purposes Act 1974.

Subpart 6—Place names

2.64 Interpretation

In this subpart,—

new place name—

- (a) means a place name to which an existing place name is altered under **section 2.65(1)**; and
- (b) includes any alteration to a place name under **section 2.67**

New Zealand Geographic Board means the board established under section 3 of the New Zealand Geographic Board Act 1946.

2.65 New place names

- (1) Each existing place name specified in the first column of clause 5.13 of the deed of settlement (at the settlement date) is altered

to the new place name specified in the second column of that clause.

- (2) Except where this subpart expressly provides otherwise, the changes made under **subsection (1)** are to be treated as having been made—
 - (a) with the approval of the New Zealand Geographic Board; and
 - (b) in accordance with any enactment that applies to altering place names.

2.66 Publication of notice of new place names

- (1) The New Zealand Geographic Board must, as soon as practicable after the settlement date, publish a notice in the *Gazette*—
 - (a) specifying each new place name and its location and the existing place name being altered; and
 - (b) stating that the New Zealand Geographic Board may alter the new place names or their locations in accordance with **section 2.67**.
- (2) The New Zealand Geographic Board must, as soon as practicable after publication of the notice under **subsection (1)**, ensure that a copy of the notice is published in accordance with any enactment that applies to altering place names.
- (3) A copy of the *Gazette* notice published under **subsection (1)** is conclusive evidence that the new place names were altered on the date of the *Gazette* notice.

2.67 Alteration of new place names

- (1) Despite the provisions of any enactment that applies to altering place names, the New Zealand Geographic Board may, with the consent of the trustees, alter any new place name or its location.
- (2) **Section 2.66** applies, with any necessary modifications, to an alteration made under **subsection (1)**.

2.68 When new place name takes effect

Place names altered under **section 2.65 or 2.67** take effect on the date of the *Gazette* notice published under **section 2.66(1)**.

Part 3 Commercial redress

Subpart 1—Transfer of deferred selection properties

3.1 The Crown may transfer properties

- (1) To give effect to Part 6 of the deed of settlement, and Part 4 of the provisions schedule of the deed of settlement, the Crown (acting by and through the chief executive of the land holding agency or, in respect of land held under the Land Act 1948, the Commissioner of Crown Lands) is authorised to do 1 or both of the following:
 - (a) transfer the fee simple estate in a deferred selection property to the trustees:
 - (b) sign a transfer instrument or other document, or do any other thing to effect the transfer.
- (2) As soon as is reasonably practicable after the actual deferred settlement date for a deferred selection property, the chief executive of the land holding agency or, in respect of land held under the Land Act 1948, the Commissioner of Crown Lands must provide written notification of that date to the chief executive of LINZ for the purposes of **section 1.12**.

3.2 Registrar-General to create computer freehold register

- (1) This section applies to a deferred selection property to the extent that it is not all of the land contained in a computer freehold register, or there is no computer freehold register for all or part of the property.
- (2) The Registrar-General must, in accordance with a written application by an authorised person, and after completion of any necessary survey, create a computer freehold register in the name of the Crown—
 - (a) subject to, and together with, any encumbrances that are registered, notified, or notifiable and that are described in the written application; but
 - (b) without any statement of purpose.
- (3) The authorised person may grant a covenant to arrange for the later creation of a computer freehold register for a deferred selection property.

- (4) Despite the Land Transfer Act 1952,—
- (a) the authorised person may request the Registrar-General to register a covenant (as referred to in **subsection (3)**) under the Land Transfer Act 1952 by creating a computer interest register; and
 - (b) the Registrar-General must register the covenant in accordance with **paragraph (a)**.
- (5) In this section, **authorised person** means a person authorised by the chief executive of the land holding agency for the deferred selection property.

3.3 Application of other enactments

- (1) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
- (a) the transfer to the trustees of a deferred selection property; or
 - (b) any matter incidental to, or required for the purpose of, that transfer.
- (2) The transfer of a deferred selection property to the trustees does not—
- (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
 - (b) affect other rights to subsurface minerals.
- (3) The transfer of a deferred selection property to the trustees is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.
- (4) In exercising the powers conferred by **section 3.1**, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer of a deferred selection property.
- (5) **Subsection (4)** is subject to **subsections (2) and (3)**.
- (6) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of Part 6 of the deed of settlement, or Part 4 of the provisions schedule of the deed of settlement, in relation to the transfer of a deferred selection property.



Subpart 2—Trustees' right of first refusal in
relation to RFR land

Interpretation

3.4 Interpretation

In this subpart and **Schedule 4**, unless the context requires another meaning,—

dispose of, in relation to RFR land,—

- (a) means to—
 - (i) transfer or vest the fee simple estate in the land;
or
 - (ii) grant a lease of the land for a term that is, or
will be (if any rights of renewal or extension are
exercised under the lease), for 50 years or longer;
but
- (b) to avoid doubt, does not include to—
 - (i) mortgage, or give a security interest in, the land;
or
 - (ii) grant an easement over the land; or
 - (iii) consent to an assignment of a lease, or to a sub-
lease, of the land; or
 - (iv) remove an improvement, fixture, or fitting from
the land

expiry date, in relation to an offer, means its expiry date under
sections 3.7(a) and 3.8

notice means a notice under this subpart

offer means an offer, made in accordance with **section 3.7**,
by an RFR landowner to dispose of RFR land to the trustees

public work has the meaning given to it in section 2 of the
Public Works Act 1981

RFR land has the meaning given to it in **section 3.5**

RFR land schedule means the RFR land schedule of the deed
of settlement

RFR landowner, in relation to RFR land,—

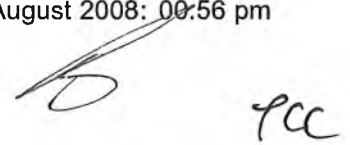
- (a) means the Crown, if the land is vested in the Crown or
the Crown holds the fee simple estate in the land; and
- (b) means a Crown body, if the body holds the fee simple
estate in the land; and

- (c) includes a local authority to whom RFR land has been disposed of under **section 3.17(1)**

RFR period means the period of 100 years from the settlement date.

3.5 Meaning of RFR land

- (1) In this subpart, **RFR land** means—
- (a) land described in the RFR land schedule at the date of the deed of settlement if, on the settlement date,—
 - (i) the land is vested in the Crown or the Crown holds the fee simple estate in the land; or
 - (ii) a Crown body holds the fee simple estate in the land; and
 - (b) land added to the RFR land schedule by an amendment to the deed of settlement if, on the date of the amendment or the settlement date (whichever is later),—
 - (i) the land is vested in the Crown or the Crown holds the fee simple estate in the land; or
 - (ii) a Crown body holds the fee simple estate in the land and has consented in writing to the land becoming RFR land; and
 - (c) land obtained in exchange for a disposal of RFR land under **section 3.16(1)(c) or (d) or 3.18(1)(a) or (c)**.
- (2) However, land ceases to be RFR land when any of the following things happen:
- (a) the RFR landowner transfers the fee simple estate in the land to—
 - (i) the trustees (for example, under **section 3.10**); or
 - (ii) any other person (including the Crown or a Crown body) under **section 3.6(b)**; or
 - (b) the RFR landowner transfers or vests the fee simple estate in the land to or in a person other than the Crown or a Crown body under any of **sections 3.13 to 3.16 or 3.18 to 3.22** or any of the things referred to in **section 3.23(1)**; or
 - (c) the RFR period ends.



Restrictions on disposal of RFR land

3.6 Restrictions on disposal of RFR land

An RFR landowner must not dispose of RFR land to a person other than the trustees unless the land is disposed of—

- (a) under any of **sections 3.12 to 3.22** or any of the things referred to in **section 3.23(1)**; or
- (b) within 2 years after the expiry date of an offer by the RFR landowner to dispose of the land to the trustees if the offer was—
 - (i) made in accordance with **section 3.7**; and
 - (ii) on terms that were the same as, or more favourable to the trustees than, the terms of the disposal to the person; and
 - (iii) not withdrawn under **section 3.9**; and
 - (iv) not accepted under **section 3.10**.

Trustees' right of first refusal

3.7 Requirements for offer

An offer by an RFR landowner to dispose of RFR land to the trustees must be by notice to the trustees, incorporating—

- (a) the terms of the offer, including its expiry date; and
- (b) a legal description of the land, including any encumbrances affecting it; and
- (c) a street address for the land (if applicable); and
- (d) a street address, postal address, and fax number for the trustees to give notices to the RFR landowner in relation to the offer.

3.8 Expiry date of offer

- (1) The expiry date of an offer must be at least 1 month after the trustees receive notice of the offer.
- (2) However, the expiry date of an offer may be at least 10 business days after the trustees receive notice of the offer if—
 - (a) the trustees received an earlier offer to dispose of the land; and
 - (b) the expiry date of the earlier offer was not more than 6 months before the expiry date of the later offer; and
 - (c) the earlier offer was not withdrawn.

3.9 Withdrawal of offer

The RFR landowner may, by notice to the trustees, withdraw an offer at any time before it is accepted.

3.10 Acceptance of offer

- (1) The trustees may, by notice to the RFR landowner who made an offer, accept the offer if—
 - (a) it has not been withdrawn; and
 - (b) its expiry date has not passed.
- (2) The trustees must accept all the RFR land offered, unless the offer permits them to accept less.

3.11 Formation of contract

- (1) If the trustees accept an offer by an RFR landowner to dispose of RFR land, a contract for the disposal of the land is formed between the landowner and the trustees on the terms in the offer.
- (2) The terms of the contract may be varied by written agreement between the landowner and the trustees.

*Disposals to others***3.12 Disposals to the Crown or Crown bodies**

An RFR landowner may dispose of RFR land to—

- (a) the Crown; or
- (b) a Crown body.

3.13 Disposals in accordance with enactment or rule of law

An RFR landowner may dispose of RFR land in accordance with an obligation under any enactment or rule of law.

3.14 Disposals in accordance with legal or equitable obligation

An RFR landowner may dispose of RFR land in accordance with—

- (a) a legal or equitable obligation that—
 - (i) was unconditional before the settlement date; or
 - (ii) was conditional before the settlement date but became unconditional on or after the settlement date; or

- (iii) arose after the exercise (whether before, on, or after the settlement date) of an option existing before the settlement date; or
- (b) the requirements, existing before the settlement date, of a gift, endowment, or trust relating to the land.

3.15 Disposals by the Crown under certain legislation

The Crown may dispose of RFR land in accordance with—

- (a) section 54(1)(d) of the Land Act 1948; or
- (b) section 206 of the Education Act 1989; or
- (c) section 355(3), 355AA, or 355AB of the Resource Management Act 1991.

3.16 Disposals of land held for public works

- (1) An RFR landowner may dispose of RFR land in accordance with—
 - (a) section 40(2) or (4) or 41 of the Public Works Act 1981 (including as applied by another enactment); or
 - (b) section 52, 105(1), 106, 114(3), 117(7), or 119 of the Public Works Act 1981; or
 - (c) section 117(3)(a) of the Public Works Act 1981; or
 - (d) section 117(3)(b) of the Public Works Act 1981 if the land is disposed of to the owner of adjoining land; or
 - (e) section 23(1) or (4), 24(4), or 26 of the New Zealand Railways Corporation Restructuring Act 1990.
- (2) To avoid doubt, RFR land may be disposed of by an order of the Maori Land Court under section 134 of Te Ture Whenua Maori Act 1993, after an application by an RFR landowner under section 41(e) of the Public Works Act 1981.

3.17 Disposals of existing public works

- (1) An RFR landowner may dispose of RFR land that is a public work, or part of a public work, in accordance with section 50 of the Public Works Act 1981 to a local authority (as defined in section 2 of the Public Works Act 1981).
- (2) To avoid doubt, if RFR land is disposed of to a local authority under **subsection (1)**, the local authority becomes—
 - (a) the RFR landowner of the land; and

- (b) subject to the obligations of an RFR landowner under this subpart.

3.18 Disposals for reserve or conservation purposes

An RFR landowner may dispose of RFR land in accordance with—

- (a) section 15 of the Reserves Act 1977; or
- (b) section 26 or 26A of the Reserves Act 1977; or
- (c) section 16A or 24E of the Conservation Act 1987.

3.19 Disposals for charitable purposes

An RFR landowner may dispose of RFR land as a gift for charitable purposes.

3.20 Disposals to tenants

The Crown may dispose of RFR land—

- (a) that was held on the settlement date for education purposes to a person who, immediately before the disposal, is a tenant of the land or all or part of a building on the land; or
- (b) under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land granted—
 - (i) before the settlement date; or
 - (ii) on or after the settlement date as a renewal of a lease granted before the settlement date; or
- (c) under section 93(4) of the Land Act 1948.

3.21 Disposals by Housing New Zealand Corporation

Housing New Zealand Corporation, or any of its subsidiaries, may dispose of RFR land to any person if the Minister of Housing has given notice to the trustees that, in the Minister's opinion, the disposal is to achieve, or assist in achieving, the Crown's social objectives in relation to housing or services related to housing.

3.22 Disposals by Capital and Coast District Health Board

The Capital and Coast District Health Board (established by section 19(1) of the New Zealand Public Health and Disabil-

ity Act 2000), or any of its subsidiaries, may dispose of RFR land to any person if the Minister of Health has given notice to the trustees that, in the Minister's opinion, the disposal is to achieve, or assist in achieving, the district health board's objectives.

3.23 RFR landowner's obligations under this subpart

- (1) An RFR landowner's obligations under this subpart in relation to RFR land are subject to—
 - (a) any other enactment or rule of law but, in the case of a Crown body, the obligations apply despite the purpose, functions, or objectives of the Crown body; and
 - (b) any encumbrance, or legal or equitable obligation,—
 - (i) that prevents or limits an RFR landowner's disposal of RFR land to the trustees; and
 - (ii) that the RFR landowner cannot satisfy by taking reasonable steps; and
 - (c) the terms of a mortgage over, or security interest in, RFR land.
- (2) Reasonable steps, for the purposes of **subsection (1)(b)(ii)**, do not include steps to promote the passing of an enactment.
- (3) This subpart does not limit any of the things referred to in **subsection (1)**.

Notices

3.24 Notice to trustees of disposals of RFR land to others

- (1) An RFR landowner must give the trustees notice of the disposal of RFR land by the landowner to a person other than the trustees.
- (2) The notice must be given at least 20 business days before the disposal.
- (3) The notice must—
 - (a) include a legal description of the land, including any encumbrances affecting it; and
 - (b) include a street address for the land (if applicable); and
 - (c) identify the person to whom the land is being disposed of; and

- (d) explain how the disposal complies with **section 3.6**;
and
- (e) include a copy of any written contract for the disposal.

3.25 Notice of land ceasing to be RFR land

- (1) This section applies if land is to cease being RFR land because—
 - (a) the RFR landowner is to transfer the fee simple estate in the land to—
 - (i) the trustees (for example, under **section 3.10**);
or
 - (ii) any other person (including the Crown or a Crown body) under **section 3.6(b)**; or
 - (b) the RFR landowner is to transfer or vest the fee simple estate in the land to or in a person other than the Crown or a Crown body under any of **sections 3.13 to 3.16 or 3.18 to 3.22** or any of the things referred to in **section 3.23(1)**.
- (2) The RFR landowner must, as early as practicable before the transfer or vesting, give the chief executive of LINZ notice that the land is to cease being RFR land.
- (3) The notice must—
 - (a) include a legal description of the land; and
 - (b) specify the details of the transfer or vesting of the land.

3.26 Notice requirements

Schedule 4 applies to notices given under this subpart by or to—

- (a) an RFR landowner; or
- (b) the trustees.

Memorials for RFR land

3.27 Recording memorials on computer registers for RFR land

- (1) The chief executive of LINZ must issue to the Registrar-General certificates that identify—
 - (a) the RFR land for which there is a computer register on the settlement date; and

- (b) the RFR land for which a computer register is first created after the settlement date; and
 - (c) land, for which there is a computer register, that becomes RFR land after the settlement date.
- (1A) The certificate must be issued as soon as is reasonably practicable after—
- (a) the settlement date, in the case of RFR land for which there is a computer register on the settlement date; or
 - (b) the land becomes RFR land or a computer register is first created for the RFR land, in any other case.
- (2) Each certificate must state that it is issued under this section.
- (3) The chief executive must provide a copy of each certificate to the trustees as soon as is reasonably practicable after issuing the certificate.
- (4) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, record on the computer register for the RFR land identified in the certificate that the land is—
- (a) RFR land as defined in **section 3.5** of this Act; and
 - (b) subject to this subpart of this Act (which restricts disposal, including leasing, of the land).

3.28 [Deleted]
[Deleted].

3.29 Removal of memorials when land to be transferred or vested

- (1) The chief executive of LINZ must, as soon as is reasonably practicable after receiving a notice under **section 3.25** that land is to cease being RFR land, issue to the Registrar-General a certificate that—
- (a) identifies each allotment of that land that is contained in a computer register that has a memorial recorded on it under **section 3.27**; and
 - (b) specifies the details of the transfer or vesting of the land; and
 - (c) states that it is issued under this section.

- (2) The chief executive must provide a copy of each certificate to the trustees as soon as is reasonably practicable after issuing the certificate.
- (3) If the Registrar-General receives a certificate issued under this section before registering the transfer or vesting of RFR land described in the certificate, the Registrar-General must, immediately before registering the transfer or vesting, remove a memorial recorded under **section 3.27** from any computer register for the land.
- (4) If the Registrar-General receives a certificate issued under this section after registering the transfer or vesting of RFR land described in the certificate, the Registrar-General must, as soon as is reasonably practicable, remove a memorial recorded under **section 3.27** from any computer register for the land.

3.29A Removal of memorials when RFR period ends

- (1) The chief executive of LINZ must, as soon as is reasonably practicable after the RFR period ends, issue to the Registrar-General a certificate that—
 - (a) identifies each allotment of land that is contained in a computer register that still has a memorial recorded on it under **section 3.27**; and
 - (b) states that it is issued under this section.
- (2) The chief executive must provide a copy of each certificate to the trustees as soon as is reasonably practicable after issuing the certificate.
- (3) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, remove a memorial recorded under **section 3.27** from any computer register for the land identified in the certificate.

General provisions

3.30 Time limits must be strictly complied with

The time limits specified in **sections 3.6 and 3.10** must be strictly complied with.

 Jcc

3.31 Waiver and variation

- (1) The trustees may, by notice to an RFR landowner, waive any or all of the rights the trustees have in relation to the landowner under this subpart.
- (2) The trustees and an RFR landowner may agree in writing to vary or waive any of the rights each has in relation to the other under this subpart.
- (3) A waiver or agreement under this section is on the terms, and applies for the period, specified in it.

3.32 [Deleted]
[Deleted].

3.33 Disposal of Crown bodies not affected
This subpart does not limit the ability of the Crown, or a Crown body, to sell or dispose of a Crown body.

Schedule 1
Statutory areas

s 1.5

Statutory area	Location
Kaiwharawhara Stream	As shown on SO 408069
Coastal marine area	As shown on SO 408070
Hutt River	As shown on SO 408071
Waiwhetu Stream	As shown on SO 408072
Wellington Harbour	As shown on SO 408073
Riverside Drive marginal strip	As shown on SO 408074
Seaview marginal strip	As shown on SO 408075
Government Buildings Historic Reserve	As shown on SO 408076
Turnbull House Historic Reserve	As shown on SO 408077
Rimutaka Forest Park	As shown on SO 408079
Wainuiomata Scenic Reserve	As shown on SO 408080
Turakirae Head Scientific Reserve	As shown on SO 408081
Kelburn Local Purposes (Community and Administrative Buildings) Reserve	As shown on SO 408078



Schedule 2

ss 2.23, 2.55

Cultural redress properties

All cultural redress properties are in the Wellington Land District.

Part 1

Sites vest in fee simple

Name of site	Description	Encumbrances
1 Thorndon Quay	0.0564 hectares, more or less, being Section 1 SO 35738. All computer freehold register WN36D/521.	Subject to an unregistered lease dated 2 August 2006 to Counselling & Psychotherapy Associates Limited. Subject to an unregistered lease dated 23 August 2007 to Babystar Holdings Limited. Subject to an unregistered renewal of lease dated 15 December 2006 to Rail and Maritime Transport Union Incorporated, renewing a lease dated 21 December 2000. Subject to an unregistered renewal of lease dated 19 June 2006 to Jumbani Investments Limited, renewing a lease dated 17 June 2003. Subject to an outdoor billboard agreement dated 30 September 2004 to (now) Isite Limited. Subject to section 3 of the Petroleum Act 1937, section 8 of the Atomic Energy Act 1945, sections 6 and 8 of the Mining Act 1971, and sections 5 and 261 of the Coal Mines Act 1979.

See

Part 1—*continued*

Name of site	Description	Encumbrances
81–87 Thorndon Quay	0.0871 hectares, more or less, being Part Lots 7 and 8 Plan A/1064 and Part Subdivision 9 Pipitea Pa. All computer freehold register WN42C/243.	Subject to an unregistered lease dated 3 November 2006 to Venture Realty Limited.
Waiwhetu Road site	0.1311 hectares, more or less, being Section 1 SO 406939. All GN B601539.1.	Subject to an easement in gross in favour of (now) Vector Limited for a right to erect and maintain an electric substation and a right to convey electricity, created by transfer 890090.2.
Former Wainuiomata College site	7.6897 hectares, more or less, being Part Lot 1 DP 20910. All computer freehold register 45698.	Subject to unregistered lease to Te Runanganui o Taranaki Whānui ki Te Upoko o Te Ika a Maui Association Incorporated.
Former Wainuiomata Intermediate School site	4.0288 hectares, more or less, being Lots 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, and 38 DP 21094. All computer freehold register 45705.	Subject to unregistered lease to Te Runanganui o Taranaki Whānui ki Te Upoko o Te Ika a Maui Association Incorporated. Together with water rights created by transfers 271704 and 329019.
Former Waiwhetu School site	1.6221 hectares, more or less, being Lot 2 DP 319038. All computer freehold register 74499.	Subject to a right to drain sewage in gross in favour of Hutt City Council, created by easement instrument 5853747.4. Subject to a water drainage right, created by easement instrument 5853747.3, which is subject to section 243(a) of the Resource Management Act 1991. Subject to certificates K43519, K43518, and 495447, under section 26 of the Housing Act

Part 1—*continued*

Name of site	Description	Encumbrances
Pipitea Marae site	0.3564 hectares, more or less, being Section 1 SO 406983. All computer freehold register WN16A/350, part document K25892, and balance computer freehold register WN401/66.	1955, that pipelines for the passage of sewage or sanitary sewage pass through the land. Subject to any rights of the Ngati Poneke Maori Association Incorporated.

Part 2

Sites vest in fee simple to be administered
as Maori reservations

Name of site	Description	Encumbrances
Dendroglyph site	0.0507 hectares, more or less, being Sections 1 and 2 SO 406982. Part computer freehold register WN41A/384.	Together with the right of way easement referred to in section 2.31(6) .
Urupā site	3.9377 hectares, more or less, being Section 1 SO 407043. Part computer freehold register WN37A/957.	Subject to the right of way easement referred to in section 2.32(4) . Subject to the memorandum of encumbrance referred to in section 2.32(4) . Subject to section 11 of the Crown Minerals Act 1991.

Part 3
Sites vest in fee simple subject to
conservation covenant

Name of site	Description	Encumbrances
Bed of Lake Kohangatera and the Lake Kohangatera esplanade land	<p><i>Bed of Lake Kohangatera</i> 33.0622 hectares, more or less, being Section 2 SO 409042, but excluding the Crown stratum (as defined in section 2.23(2)). Part GN 911916.1.</p> <p><i>Lake Kohangatera esplanade land</i> 7.8000 hectares, more or less, being Lot 11 DP 53891.</p>	Subject to the conservation covenant referred to in section 2.33(6) .
Bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land	<p><i>Bed of Lake Kohangapiripiri</i> 8.7900 hectares, more or less, being Lot 9 DP 53891, but excluding the Crown stratum (as defined in section 2.23(2)). Part GN 911916.1.</p> <p>3.5141 hectares, more or less, being Section 1 SO 406979, but excluding the Crown stratum (as defined in section 2.23(2)). Part computer freehold register WND1/1106.</p> <p><i>Lake Kohangapiripiri esplanade land</i> 3.2500 hectares, more or less, being Lot 10 DP 53891.</p>	Subject to the conservation covenant referred to in section 2.33(6) .

Part 4

Sites vest in fee simple to be administered as
scenic, recreation, or local purpose reserves

Name of site	Description	Encumbrances
Wi Tako Scenic Reserve	59.2230 hectares, more or less, being Section 1 SO 34638. All GN B152032.2.	Subject to an easement in gross, in favour of (now) UnitedNetworks Limited, for a right to lay and maintain an electric power supply cable, created by transfer B300767.1.
Point Dorset Recreation Reserve	8.4490 hectares, more or less, being Sections 1, 2, 3, and 4 SO 38155. All GN B801376.1.	
Korokoro Gateway site	5.1300 hectares, more or less, being Section 1 SO 407772.	Subject to an unregistered licence to occupy dated 9 October 1959 in favour of the Wellington Water Ski Club Incorporated. Subject to an informal right to convey water in favour of Wellington Regional Council.


Part 5

Harbour Islands reserves vest in fee simple
to be administered as scientific or historic
reserves

Name of site	Description	Encumbrances
Makaro Scientific Reserve	1.7000 hectares, more or less, being Section 1 SO 36220. All <i>Gazette</i> 1997 page 3872.	
Mokopuna Scientific Reserve	0.7992 hectares, more or less, being Section 1 SO 20946. All <i>Gazette</i> 1997 page 3872.	

Part 5—continued

Name of site	Description	Encumbrances
Matiu Scientific Reserve	22.5459 hectares, more or less, being Section 2 SO 406882. Part <i>Gazette</i> 1998 page 3416. 0.3465 hectares, more or less, being Section 3 SO 20946. Part GN B731787.2.	Subject to the lease referred to in section 2.47(7) .
Matiu Historic Reserve	2.3423 hectares, more or less, being Section 1 SO 406882. All <i>Gazette</i> 1998 page 3416.	


Jcc

Schedule 3

ss 2.49, 2.50, 2.54

**Provisions applying to Harbour Islands
Kaitiaki Board**

Sections 31 to 34 of Reserves Act 1977

- 1 Sections 31 to 34 of Reserves Act 1977 apply**
- (1) Sections 31 to 34 of the Reserves Act 1977 apply to the Harbour Islands Kaitiaki Board as if it were a Board appointed under section 30(1) of that Act, except as provided in this Schedule.
- (2) However,—
- (a) the Minister of Conservation may not, under section 31(c) of the Reserves Act 1977, remove from office a member of the Board appointed by the trustees; and
- (b) section 32(1), (2), (5), (7), and (10) of the Reserves Act 1977 do not apply to meetings of the Board.

Membership of Board

- 2 Appointment of members of Board**
- (1) The Minister and the trustees must appoint the members of the Harbour Islands Kaitiaki Board in accordance with **clause 3**.
- (2) Each member appointed by the Minister must be appointed by notice in the *Gazette*.
- (3) Each member appointed by the Harbour Islands Kaitiaki Board must be appointed by notice in a daily or other newspaper circulating in Wellington.
- 3 Number of members of Board**
- (1) The Harbour Islands Kaitiaki Board must consist of—
- (a) 3 members appointed by the Minister, on the nomination of the Director-General:
- (b) 3 members appointed by the trustees.
- (2) The trustees must appoint, as the chairperson of the Board, 1 of the members it appointed to the Board.

Procedure of Board

4 Meetings of Board

- (1) The Harbour Islands Kaitiaki Board may regulate its own procedure, except as provided in this schedule.
- (2) The first meeting of the Harbour Islands Kaitiaki Board must be held not later than 2 months after the date that its final member is appointed by notice under **clause 2(2) or (3)**.
- (3) Unless the members of the Harbour Islands Kaitiaki Board agree otherwise—
 - (a) the Board must meet at least twice a year; and
 - (b) members each have 1 ordinary vote; and
 - (c) the chairperson does not have a casting vote.

5 Vacancy in membership of Board

An act or proceeding of the Harbour Islands Kaitiaki Board is not invalid only because fewer than 6 members have been appointed to the Board.

Dispute resolution procedure for Board

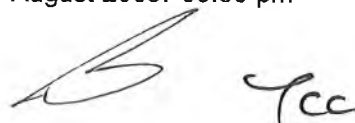
6 Disputes to be referred to Minister and chairperson of Port Nicholson Block Settlement Trust

- (1) Any dispute between members of the Harbour Islands Kaitiaki Board relating to the exercise of powers or the performance of functions by the Board must be referred to the Minister and the chairperson of the Port Nicholson Block Settlement Trust for resolution.
- (2) A decision of the Minister and the chairperson of the Port Nicholson Block Settlement Trust in resolution of a dispute referred to them is final.

Public Audit Act 2001 applies to Board

7 Public Audit Act 2001 applies

The Harbour Islands Kaitiaki Board is a public entity as defined in section 4 of the Public Audit Act 2001 and, in accordance with that Act, the Auditor-General is its auditor.



Schedule 4

s 3.26

Notices in relation to RFR land

Requirements for giving notice

- 1 A notice by or to an RFR landowner, or the trustees, under **subpart 2 of Part 3** must be—
 - (a) in writing and signed by—
 - (i) the person giving it; or
 - (ii) at least 2 of the trustees, in the case of a notice given by the trustees; and
 - (b) addressed to the recipient at the street address, postal address, or fax number—
 - (i) specified for the trustees in accordance with the deed of settlement, in the case of a notice to the trustees; or
 - (ii) specified by the RFR landowner in an offer made under **section 3.7**, or specified in a later notice given to the trustees, in the case of a notice by the trustees to an RFR landowner; and
 - (iii) of the national office of LINZ, in the case of a notice given to the chief executive of LINZ under **section 3.25**; and
 - (c) given by—
 - (i) delivering it by hand to the recipient's street address; or
 - (ii) posting it to the recipient's postal address; or
 - (iii) faxing it to the recipient's fax number.

Time when notice received

- 2 A notice is to be treated as having been received—
 - (a) at the time of delivery, if delivered by hand; or
 - (b) on the second day after posting, if posted; or
 - (c) at the time of transmission, if faxed.
- 3 However, a notice is to be treated as having been received on the next business day if, under **clause 2**, it would be treated as having been received—
 - (a) after 5 pm on a business day; or
 - (b) on a day that is not a business day.