

TE ROROA
and
HER MAJESTY THE QUEEN
in right of New Zealand

**SCHEDULES TO THE
DEED OF SETTLEMENT OF
THE HISTORICAL CLAIMS OF TE ROROA**

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

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INTRODUCTION

These Schedules form part of the Deed of Settlement of the Historical Claims of Te Roroa entered into between Te Roroa and the Crown.

SCHEDULE 1

RELATIONSHIP REDRESS

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PART 4 – DEED OF RECOGNITION

PART 1: PROTOCOLS

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DOC PROTOCOL

(Clause 8.1)

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: DOC PROTOCOL

**FORM OF DEPARTMENT OF CONSERVATION PROTOCOL
A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF CONSERVATION
REGARDING DEPARTMENT OF CONSERVATION AND TE ROROA ON SPECIFIED ISSUES.**

1. INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between the Te Roroa Governance Entity and the Crown ("Deed of Settlement"), the Crown, through the Minister of Conservation ("the Minister") agreed to issue a protocol (the "DOC Protocol") setting out how the Department of Conservation ("the Department") will interact with the Te Roroa Governance Entity ("the Governance Entity") on the matters specified in the DOC Protocol.
- 1.2 Both the Department and the Governance Entity are committed to establishing and maintaining a positive and collaborative relationship that will give effect to the principles of the Treaty of Waitangi. Those principles provide the basis for the ongoing relationship between the parties to the DOC Protocol to achieve over time the conservation policies, actions and outcomes sought by both the Governance Entity and the Department, as set out in this Protocol.
- 1.3 Te Roroa is responsible under tikanga Maori to preserve, protect, and manage natural and historic resources within their rohe. The Department has statutory functions under the Conservation Act 1987 and subordinate legislation.

2. PURPOSE OF THE PROTOCOL

- 2.1 The purpose of this Protocol is to assist the Department and Te Roroa to exercise their respective responsibilities with the utmost co-operation to achieve over time the conservation policies, actions and outcomes sought by both.
- 2.2 This Protocol sets out a framework that enables the Department and Te Roroa to establish an effective and constructive working relationship that is consistent with the legislative framework. It provides for Te Roroa to have meaningful input into the decision-making processes and management of conservation lands within the Te Roroa DOC Protocol Area.

3. PROTOCOL AREA

- 3.1 This Protocol applies across the Te Roroa DOC Protocol Area, which means the area identified in the map included in Attachment A of this Protocol ("the Protocol Area").

4. TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to section [] of the Te Roroa Claims Settlement Act [] ("the Settlement") and clause 8.1 of the Deed of Settlement and is subject to the Settlement Legislation and 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 this Protocol.

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1: RELATIONSHIP REDRESS: PROTOCOLS: DOC PROTOCOL

5. IMPLEMENTATION AND COMMUNICATION

- 5.1 The Department will establish and maintain effective communication with Te Roroa on a continuing basis by:
- 5.1.1 Maintaining information on the Governance Entity's office holders, and their address and contact details;
 - 5.1.2 Providing a primary Departmental contact for the Governance Entity, being the Area Manager, who will act as a liaison person with other departmental staff;
 - 5.1.3 Providing reasonable opportunities for the Governance Entity to meet with Department managers and staff;
 - 5.1.4 Holding alternate meetings at the Area Office and a Te Roroa marae or other venue chosen by the Governance Entity to review implementation of this Protocol every three months, unless otherwise agreed by both parties;
 - 5.1.5 Each year developing its annual business planning with input from the Governance Entity and working with the Governance Entity thereafter as changes are proposed to the business plan and
 - 5.1.6 Informing relevant staff and Conservation Board members on the content of this Protocol.
- 5.2 Within the first year of this Protocol being issued, and on a continuing basis the Department and the Governance Entity will discuss practical ways in addition to the provisions contained in this Protocol by which:
- 5.2.1 The Department can be fully informed of the relevant interests of Te Roroa;
 - 5.2.2 Te Roroa can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga administered by the Department within the Protocol Area;
 - 5.2.3 Te Roroa can participate in conservation management and activities within the Protocol Area; and
 - 5.2.4 Te Roroa and the Department can continuously improve the process of open, honest communication and will consider particular initiatives to achieve this including:
 - Regular meetings (e.g. monthly) with departmental managers to discuss operational matters within the DOC Protocol Area;
 - Monitoring the implementation of this Protocol;
 - Inviting the Governance Entity to observe specific projects that may be of interest to Te Roroa;
 - Any other initiatives that are agreed to by the Department and the Governance Entity; and

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- Considering and/or participating in specific projects with the Governance Entity.

6. FUNDING FOR SEPARATE PROJECTS

- 6.1 This Protocol provides for ongoing implementation of a range of matters as well as special projects identified by the Governance Entity, and implementation will be over time. Some of the projects identified will require specific resourcing set aside through the Department's business planning process.
- 6.2 The process for the involvement of the Governance Entity in the Department's business planning process will be as follows:
- 6.2.1 The Department and the Governance Entity will on an annual basis identify projects that require specific resourcing;
- 6.2.2 The identified projects will be taken into consideration in the Department's business planning process at the conservancy and regional levels and be considered along with other priorities;
- 6.2.3 The decision on whether any of these projects will be funded in any business year will be made by the Conservator and the General Manager Operations;
- 6.2.4 If the Department decides to proceed with a specific project that has been identified under this paragraph, the Governance Entity and the Department will meet again, if required, to finalise a work plan and timetable before implementation of the specified project in that business year, in accordance with the resources which have been allocated in the business plan; and
- 6.2.5 If the Department decides not to proceed with a specific project it will meet with the Governance Entity to explain the factors that were taken into account in reaching that decision and, if requested, will provide the Governance Entity with copies of relevant papers (subject to clause 23.1).

7. SPECIES MANAGEMENT

- 7.1 One of the Department's primary objectives is to ensure the survival of 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.
- 7.2 In recognition of Te Roroa's cultural, spiritual, historic and traditional association with indigenous flora and fauna found within the DOC Protocol Area for which the Department has responsibility, the Department will in relation to any indigenous species that Te Roroa may identify as important to them:
- 7.2.1 where a national recovery programme is being implemented within the DOC Protocol Area, inform and provide opportunities for the Governance Entity to participate in that programme;

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- 7.2.2 Provide opportunities for the Governance Entity to input into any Conservation Management Strategy 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;
- 7.2.3 Inform the Governance Entity before commencing any research and monitoring projects being carried out by the Department within the DOC Protocol Area, and, where reasonably practicable, provide opportunities for the Governance Entity to participate in those projects; and
- 7.2.4 Advise the Governance Entity of the receipt of any research reports relating to indigenous species within the DOC Protocol Area, and provide copies or the opportunity for the Governance Entity to study those reports.

8. CULTURAL MATERIALS

- 8.1 Cultural materials for the purpose of this Protocol are plants, plant materials, material derived from animals and birds for which Te Roroa are kaitiaki and over which the Department has a statutory responsibility within the DOC Protocol Area.
- 8.2 Current legislation means that generally that some form of concession or permit is required for any gathering and possession of cultural materials.
- 8.3 The Director General or the Minister of Conservation will:
 - 8.3.1 Consider requests from the Governance Entity for access to and use of cultural materials from conservation lands in accordance with the relevant legislation;
 - 8.3.2 Subject to competing requests between iwi being resolved through tikanga, or any other special circumstances agreed to by the Department and Governance Entity, provide 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 when materials become available as a result of road kill or otherwise through natural causes; and
 - 8.3.3 Develop with the Governance Entity agreed procedures for monitoring sustainable levels and methods of use of cultural materials.

9. WAHI TAPU

- 9.1 Te Roroa consider their wahi tapu and other places of historic and/or traditional significance are taonga (priceless treasures).
- 9.2 The Department will recognise and respect the great significance of these taonga to Te Roroa by fulfilling the obligations contained in this section of this Protocol.
- 9.3 The responsibility for identifying and assessing wahi tapu values associated with Te Roroa taonga rests with Te Roroa. To assist in this process, the Department will

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seek Te Roroa's feedback on its proposed annual business plan at the meetings referred to in clause 5.1.5.

- 9.4 On an ongoing basis, the Governance Entity will notify the Area Manager (or equivalent) in the first instance of any concerns with the Department's actions in respect of wahi tapu and the Department will take reasonable steps to address the concerns.
- 9.5 The Department accepts that non-disclosure of information or locations of wahi tapu may be an option that the Governance Entity chooses to take to preserve the values and integrity of those wahi tapu. Any information that is disclosed to the Department will be respected and kept in confidence. The Department and the Governance Entity will develop processes for dealing with information on wahi tapu sites in a way that both recognises the management challenges that confidentiality can present and recognises and provides for the requirements of Te Roroa.
- 9.6 The Department, at the Area Office level, will:
- 9.6.1 Seek to reach agreement with the Governance Entity on the management of sites of historic significance to Te Roroa 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 New Zealand Charter 1993 ICOMOS Charter;
- 9.6.2 When recommending to the Minister of Conservation the issuing of concessions giving authority for other parties to carry out activities on land administered by the Department, include within the terms of the concessions provision for the concessionaire to manage the activities on the land according to the standards of conservation practice outlined in the ICOMOS Charter;
- 9.6.3 Seek to reach agreement with the Governance Entity to provide for the protection and conservation of wahi tapu and other sites of significance to Te Roroa; and
- 9.6.4 When requested by the Governance Entity, discuss the recording and protecting of wahi tapu and other places of cultural significance to Te Roroa.

10. FRESHWATER FISHERIES

- 10.1 Freshwater Fisheries are managed under three pieces of legislation: The Fisheries Act 1983 and 1996 (administered by the Ministry of Fisheries) and the Conservation Act 1987. The Conservation Act deals specifically with the conservation of non-commercial freshwater fisheries and freshwater fish habitats. The whitebait fishery is administered by the Department under the Whitebait Fishing Regulations 1994.
- 10.2 Te Roroa regard a number of freshwater species as taonga species, including the following:
- 10.2.1 Black Mudfish

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- 10.2.2 Dwarf Inanga
- 10.2.3 Inanga
- 10.2.4 Karawaka/Ngaiore (Common Smelt)
- 10.2.5 Kewai (Freshwater Crayfish)
- 10.3 The Department will consult with the Governance Entity and provide for its participation in the conservation and management (including research) of customary freshwater fisheries and freshwater fish habitats.
- 10.4 In carrying out the functions identified in clause 10.3, the Department will:
 - 10.4.1 Respect the significance of customary freshwater fisheries and freshwater fish habitats to Te Roroa;
 - 10.4.2 Respect Te Roroa tikanga in relation to freshwater fisheries and freshwater fish habitats.
- 10.5 The Department and the Governance Entity will work together to ensure that the Department as appropriate is aware of relevant tikanga relating to freshwater fisheries.
- 10.6 The Department will work at an Area Office level to provide for active participation by the Governance Entity in the conservation, management and research of customary freshwater fisheries and freshwater fish habitats by:
 - 10.6.1 Seeking to identify areas for co-operation focusing on fish passage, minimum flows, protection of riparian vegetation and habitats, water quality improvement and in the restoration, rehabilitation or enhancement of customary freshwater fisheries and their freshwater habitats;
 - 10.6.2 Consulting with the Governance Entity where the Department is 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; and
 - 10.6.3 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.

11. VISITOR AND PUBLIC INFORMATION

- 11.1 In providing public information and interpretation services and facilities on the land it manages, the Department acknowledges the importance to Te Roroa of their tikanga, spiritual and historic values.
- 11.2 The Department, at the Area Office level, will promote Te Roroa values by:

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- 11.2.1 Seeking to raise public awareness of positive conservation partnerships developed by the Governance Entity, the Department and other stakeholders, for example, by way of publications, presentations and seminars;
- 11.2.2 Consulting with the Governance Entity on how Te Roroa tikanga, spiritual and historic values are respected in the provision of visitor facilities, public information and Department publications;
- 11.2.3 Taking reasonable steps to respect Te Roroa tikanga spiritual and historic values in the provision of visitor facilities, public information and Department publications; and
- 11.2.4 Ensuring the appropriate use of information about Te Roroa in the provision of visitor facilities and services, public information and Department publications by:
- (a) Obtaining the consent of the Governance Entity prior to disclosure of information obtained from Te Roroa;
 - (b) Obtaining the agreement of the Governance Entity, including on any terms and conditions, before the Department's utilisation of information relating to Te Roroa;
 - (c) Encouraging Te Roroa participation in the Department's volunteer and conservation events programmes by informing the Governance Entity of these programmes; and
 - (d) Encouraging any concessionaire proposing to use information provided by or relating to Te Roroa to obtain the agreement (including on any terms and conditions) of the Governance Entity.

12. CONCESSION APPLICATIONS

12.1 The Department will:

- 12.1.1 Provide to the Governance Entity copies of all concession applications or renewals of applications in the DOC Protocol Area;
- 12.1.2 Seek the input of the Governance Entity when assessing all applications or renewals of applications in the area covered by this Protocol by:
- Providing for the Governance Entity to indicate within five working days whether applications have any impacts on Te Roroa's cultural, spiritual and historical values; and
 - If the Governance Entity indicates that an application has an impact on Te Roroa's cultural, spiritual and historical values, allowing a reasonable specified timeframe (of at least a further 15 working days) for comment;

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- 12.1.3 Prior to a concession being publicly notified, the Department will provide separate written notification to the Governance Entity;
- 12.1.4 Prior to issuing concessions to carry out activities on land managed by the Department within the DOC Protocol Area, the Department will work with the Governance Entity to ensure that the concessionaire is made aware of Te Roroa's tikanga and values; and
- 12.1.5 Include in any concession the terms specified in clause 9.6.2.

13. MARINE MAMMALS

- 13.1 The Department administers the Marine Mammals Protection Act 1978 and the Marine Mammals Regulations 1992. These provide for the establishment of marine mammal sanctuaries, for permits in respect of marine mammals, the disposal of sick or dead specimens and the prevention of marine mammal harassment. All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. Under that Act the Department is responsible for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.
- 13.2 The Department believes that there are opportunities to meet the cultural requirements of Te Roroa 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 Te Roroa of bone and other material for cultural purposes from dead marine mammals.
- 13.3 In achieving these objectives, the Department will comply with the requirements of section 4 of the Act, as well as assisting the conservation of cetacean species by contribution to the collection of specimens and scientific data of national and international importance.
- 13.4 Both the Department and Te Roroa 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 Te Roroa, will depend on the species.
- 13.5 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 under certain circumstances there are reasons why this principle should not be followed, they must be discussed between the parties to this Protocol. Category 1 species are:
 - 13.5.1 Common dolphins (*Delphinus delphis*)
 - 13.5.2 Long-finned pilot whales (*Globicephala melas*)
 - 13.5.3 Sperm whales (*Physeter macrocephalus*)

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- 13.6 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.
- 13.6.1 All baleen whales
 - 13.6.2 Short-finned pilot whale (*Globicephala macrorhynchus*)
 - 13.6.3 Beaked whales (all species, family Ziphiidae)
 - 13.6.4 Pygmy sperm whale (*Kogia breviceps*)
 - 13.6.5 Dwarf sperm whale (*Kogia simus*)
 - 13.6.6 Bottlenose dolphin (*Tursiops truncatus*)
 - 13.6.7 Maui's dolphin (*Cephalorhynchus hectori maui*)
 - 13.6.8 Dusky dolphin (*Lagenorhynchus obscurus*)
 - 13.6.9 Risso's dolphin (*Grampus griseus*)
 - 13.6.10 Spotted dolphin (*Stenella attenuata*)
 - 13.6.11 Striped dolphin (*Stenella coeruleoalba*)
 - 13.6.12 Rough-toothed dolphin (*Steno bredanensis*)
 - 13.6.13 Southern right whale dolphin (*Lissodelphis peronii*)
 - 13.6.14 Spectacled porpoise (*Australophocoena dioptrica*)
 - 13.6.15 Melon-headed whale (*Peponocephala electra*)
 - 13.6.16 Pygmy killer whale (*Feresa attenuata*)
 - 13.6.17 False killer whale (*Pseudorca crassidens*)
 - 13.6.18 Killer whale (*Orcinus orca*)
 - 13.6.19 Any other species of cetacean previously unknown in New Zealand waters.
- 13.7 If Te Roroa 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 cadaver.

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- 13.8 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. Te Roroa 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.
- 13.9 Subject to the prior agreement of the Conservator, where disposal of a dead stranded marine mammal is carried out by the Governance Entity, the Department will meet the reasonable costs incurred up to the estimated costs that would otherwise have been incurred by the Department to carry out the disposal.
- 13.10 The Department will:
- 13.10.1 reach agreement with the Governance Entity on authorised contact people who will be available at short notice to make decisions on the desire of Te Roroa to be involved when there is a marine mammal stranding;
 - 13.10.2 promptly notify Te Roroa, through the Governance Entity, of all stranding events;
 - 13.10.3 discuss, as part of the disposal process, burial sites and, where practical, agree sites in advance which are not to be used for disposing of cadavers in order to meet all the health and safety requirements and to avoid the possible violation of Te Roroa tikanga; and
 - 13.10.4 consult with the Governance Entity in developing or contributing to research and monitoring of the seal population within the DOC Protocol Area.

14. MARINE RESERVES

- 14.1 Marine Reserves are managed under the Marine Reserves Act 1971, although new legislation is in preparation. The purpose of the Marine Reserves Act 1971 is to preserve for scientific study areas of New Zealand's territorial sea that contain underwater scenery, natural features or marine life of such distinctive quality, or which are so typical or beautiful or unique that their continued preservation is in the national interest.
- 14.2 There are also other mechanisms available for the protection of marine resources, including Maitaitai and Taiapure under the Fisheries Legislation, which could be used within the Protocol Area.
- 14.3 Te Roroa has an interest in preserving and enhancing its relationship with the land and waters within the Protocol Area, and in the customary management and utilisation of fisheries.
- 14.4 The Department will work at both Conservancy and Area Office level to:
- 14.4.1 notify the Governance Entity prior to undertaking any investigative work towards an application by the Department, or upon receipt of any application

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by a third party, for the establishment of a marine reserve within the DOC Protocol Area;

14.4.2 provide the Governance Entity with all information (subject to clause 23.1), to the extent reasonably practical, regarding any application by either the Department or a third party for the establishment of a marine reserve within the DOC Protocol Area;

14.4.3 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; and

14.4.4 consider input by Te Roroa into the management of any marine reserve created within the DOC Protocol Area.

15. PEST MANAGEMENT

15.1 A key objective and function of the Department is to prevent, manage and control threats to natural, cultural and historical heritage values from plant and animal pests. This needs to be done in a way that maximises the value from limited resources available to do this work. This area of work has been identified as being of high importance to Te Roroa as both kaitiaki and, in some circumstances, as an adjoining owner to land administered by the Department.

15.2 The Department will:

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 Where appropriate, consider undertaking joint projects with the Governance Entity or using the Governance Entity as a service provider for pest control work;

15.2.3 Provide the Governance Entity with opportunities to review/assess programmes and outcomes; and

15.2.4 Seek to co-ordinate its pest control programmes with those of Governance Entity where the Governance Entity is an adjoining landowner.

16. RESOURCE MANAGEMENT ACT

16.1 Te Roroa and the Department both have concerns with the effects of activities controlled and managed under the Resource Management Act 1991. Areas of common interest include riparian management, effects on freshwater fish habitat, water quality management, and protection of indigenous vegetation and habitats.

16.2 From time to time, the Governance Entity and the Department will seek to identify further issues of mutual interest for discussion. It is recognised that their concerns in any particular resource management issue may diverge and that each of the

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Department and the Governance Entity will continue to make separate submissions in any Resource Management Act processes.

16.3 In its Resource Management Advocacy work, the Department will:

16.3.1 discuss with the Governance Entity the general approach that may be taken by each of Te Roroa 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 in making decisions in respect of advocacy under the Resource Management Act; and

16.3.3 where reasonably practicable, make non-confidential information about national departmental advocacy programmes available to the Governance Entity to assist in improving its effectiveness in Resource Management Act advocacy work.

17. WASTE AND POLLUTION

17.1 The Department and Te Roroa have an interest in ensuring that the natural environment is free from contamination. The Department will take all reasonable steps to prevent the pollution of waterways and the wider environment as a result of its activities (e.g. provision of toileting facilities).

18. WALKWAYS

18.1 The Department is generally the administering authority of walkways under the New Zealand Walkways Act 1990.

18.2 The Department will consult the Governance Entity before:

18.2.1 gazetting any new walkway over public land within the DOC Protocol Area;

18.2.2 publishing any material promoting any walkway within the DOC Protocol Area; and

18.2.3 In accordance with section 8 of the New Zealand Walkways Act 1990, the Department will obtain the agreement of the Governance Entity before gazetting any new walkway over any area involving land owned by the Governance Entity.

19. CHANGE OF PLACE NAMES

19.1 Subject to legislation, the Department agrees that no names of reserves or conservation areas will be assigned or amended within the Protocol Area unless the agreement of the Governance Entity is obtained in advance.

19.2 The Department will consult the Governance Entity on any new or amended office (e.g. Area Office) names.

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1: RELATIONSHIP REDRESS: PROTOCOLS: DOC PROTOCOL

20. DISPUTE RESOLUTION

- 20.1 If a dispute arises in connection with this Protocol, the party invoking the dispute resolution procedure shall be entitled to call a meeting within five working days of notice being given.
- 20.2 If no resolution is reached at the meeting referred to in clause 20.1, the parties may agree to refer the dispute to mediation, with the mediator to be mutually agreed and the costs of mediation to be equally split between the parties.
- 20.3 Te Roroa retains the right at all times to enforce this Protocol, as provided for in clause 8.9.6 of the Deed of Settlement.

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 make informed discussions and submissions in relation to any of the matters that are the subject of the consultation;
- 21.1.3 Ensuring that sufficient time is given for the effective participation of the Governance Entity in the decision making process and the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation; and
- 21.1.4 Ensuring that the Department will approach the consultation with the Governance Entity with an open mind, and will genuinely consider any concerns that the Governance Entity may have in relation to any of the matters that are the subject of the consultation and will consider options to provide for those concerns.
- 21.2 When the Department engages with the Governance Entity on any matter, it will clarify at the outset whether it is seeking to engage the Governance Entity as a provider of a professional service, or whether it is seeking the Governance Entity's views as part of a consultation process.

22. CONTRACTING FOR SERVICES

- 22.1 Where appropriate, the Department will consider using Te Roroa as a provider of professional services.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: DOC PROTOCOL

ATTACHMENT A

MAP OF DOC PROTOCOL AREA

(The map follows this page.)

Oh *e*

TE ROROA PROTOCOL



TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: DOC PROTOCOL

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ATTACHMENT B

TERMS OF ISSUE

THIS DOC 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 (clause 8.10); and

1.1.2 this DOC Protocol does not restrict the ability of the Crown to interact or consult with (or issue a protocol to) any person including any iwi, hapu, marae, whanau, or representative of tangata whenua (clause 8.11.3); and

1.1.3 this DOC Protocol does not override or diminish

(a) the requirements of legislation;

(b) the functions, duties and powers of Ministers, officials and others under legislation; or

(c) the rights of Te Roroa, or a Representative Entity, under legislation (clause 8.24.2).

1.2 Representative Entity has the same meaning in clause 1.1.3 of these terms of issue as it has in clause 1.9 of the Deed of Settlement.

2 Authority to issue, amend or cancel Protocols

2.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 8.9.1-8.9.3 of the Deed of Settlement]

3 Protocols subject to rights and obligations

3.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 8.9.4 of the Deed of Settlement]

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: DOC PROTOCOL

4 Noting of Protocol

4.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 8.2.1 and 8.2.2 of the Deed of Settlement]

5 Enforcement of Protocol

5.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 8.9.5-8.9.7 of the Deed of Settlement]

6 Limitation of rights

6.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 8.2.3 of the Deed of Settlement]

FISHERIES PROTOCOL

(Clause 8.3)

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: FISHERIES PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF FISHERIES REGARDING INTERACTION WITH TE ROROA ON FISHERIES ISSUES

1. INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between Te Roroa and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister of Fisheries (the "Minister") would issue a protocol (the "Fisheries Protocol") setting out how the Ministry of Fisheries (the "Ministry") will interact with the Te Roroa Governance Entity (the "Governance Entity") in relation to matters specified in the Fisheries Protocol. These matters are:
- 1.1.1 recognition of the interests of Te Roroa in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area;
 - 1.1.2 development of sustainability measures, fisheries regulations and fisheries plans, and Marine Protected Areas (including participation in regional iwi forums that may address these matters);
 - 1.1.3 customary non-commercial fisheries management;
 - 1.1.4 research planning;
 - 1.1.5 nature and extent of fisheries services;
 - 1.1.6 contracting for services;
 - 1.1.7 employment of staff with customary non-commercial fisheries responsibilities;
 - 1.1.8 rahui; and
 - 1.1.9 changes to policy and legislation affecting this Protocol.
- 1.2 For the purposes of this Fisheries Protocol, the Governance Entity is the body representative of the whanau, hapu and iwi of Te Roroa who have an interest in all species of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area. Te Roroa have a responsibility in relation to the preservation, protection and management of their customary non-commercial fisheries through its tino rangatiratanga and kaitiakitanga. This derives from the status of Te Roroa as tangata whenua in the Fisheries Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.3 The obligations of the Ministry in respect of fisheries are to ensure ecological sustainability, to meet Treaty of Waitangi and international obligations, to enable efficient resource use and to ensure the integrity of fisheries management systems.
- 1.4 The Ministry and the Governance Entity are seeking a relationship consistent with the Treaty of Waitangi and its principles. The principles of the Treaty provide the basis for the relationship between the parties to this Fisheries Protocol, as set out in this Fisheries Protocol.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: FISHERIES PROTOCOL

1.5 The Minister and the Chief Executive of the Ministry (the "Chief Executive") have certain functions, powers and duties in terms of the Fisheries Legislation and the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. With the intention of creating a relationship that achieves, over time, the fisheries policies and outcomes sought by both Te Roroa and the Ministry consistent with the sustainable utilisation of fisheries, this Protocol sets out how the Ministry, the Minister and Chief Executive will exercise their functions, powers and duties in relation to matters set out in this Protocol. The Governance Entity will have the opportunity for meaningful input into the policy, planning and decision-making processes relating to the matters set out in this Protocol.

1.6 The Ministry will advise the Governance Entity whenever it proposes to consult with another iwi or hapu with interests inside the Fisheries Protocol Area, on matters that could affect Te Roroa interests.

2. PROTOCOL AREA

2.1 This Fisheries Protocol applies across the Fisheries Protocol Area, which means the area identified in the map included in Attachment A of this Protocol, together with the adjacent waters.

3. TERMS OF ISSUE

3.1 This Protocol is issued pursuant to section [] of the Te Roroa Claims Settlement Act [] (the "Settlement Legislation") and clause 8.3 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.

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

4. IMPLEMENTATION AND COMMUNICATION

4.1 The Ministry will maintain effective consultation processes and communication networks with the Governance Entity by:

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

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

4.2 The Ministry will:

4.2.1 meet with the Governance Entity to review implementation of this Protocol at least once a year, unless otherwise agreed, at a location agreed to in advance by the Governance Entity and the Ministry;

4.2.2 as far as reasonably practicable, train relevant staff on this Protocol and provide on-going training as required; and

4.2.3 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Te Roroa settlement, and provide on-going information as required.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: FISHERIES PROTOCOL

5. SPECIES OF FISH, AQUATIC LIFE AND SEAWEED

5.1 The Crown, through the Minister and Chief Executive, recognises that Te Roroa have a customary non-commercial interest in, and a special relationship with, all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area and managed by the Ministry under the Fisheries Legislation.

Taonga Fish Species

5.2 The Ministry also recognises the particular non-commercial customary interest of Te Roroa in the Taonga Fish Species (Ministry of Fisheries) specified in the following table:

Maori Name	Common Name	Latin Name
Araara	Trevalley	Caranx geogianus
	Agar	Class rhodophaycea
Mararii	Butter fish	Odax pullus
Hapuka	Hapuka	Polyprion oxygeneois
Mohimohi	Pilchard	Sardinops neopilchardus
Kupae	Sprat	Sprattus antipodum
kahawai	Kahawai	Arripis trutta
Kanae	Grey Mullet	Mugil cephalus
Karengo		Class pophyra
Haku	King fish	Seriola grandis
Kotoretore	Sea Anenome	Actinia tenebrosa
Hokorari	Ling	Genypterus blacodes
Mango	Shark	Order ellasmobranchus
Moki	Moki	Latridopsis ciliaris
Ngakoikoi	Kelp fish	Chironemus marmoratus
Patiki	Flounder	Rhombosolea species
Parore	Parore	Girella tricuspidata
Rimurapa	Bull Kelp	Durvillia species
	Sea cucumber	Class holothuroiea
Patiki rori	Sole	Peltorhampus novaezeelandiae
Tamure	Snapper	Pagrus auratus

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: FISHERIES PROTOCOL

Maori Name	Common Name	Latin Name
Whai	Stingray	Dasyatis brevicaudatus
Wheke	Octopus	Octopus maorum
Tuangi	Cockle	Austrovenus stutchburyi
Kina	Sea Urchin	Evechinus species
Koura	Rock Lobster	Jasus edwardsii
Kutai	Green Lipped Mussel	Perna canaliculus
Makerekere	Nerita	Nerita atramentosa melanotragus
Ngakahi	Limpet	Families Patellidae, Acmaeidae and Lepetidae
Papaka	Red Shore Crab	Plagusia chabrus
Paua	Paua	Haliotis iris
Pipi	Pipi	Paphies australis
Poua	-	Longimactra elongata
Pupu	Cats Eye	Turbo smaragdus
Toheroa	Toheroa	Paphies ventricosa
Tuatua	Tuatua	Paphies subtriangulata
Karekawa	Cooks Turban	Cookia sulcata
Ngaiore	Smelt	Retropina retropina
Kewai/Karawaka	Freshwater crayfish	Paranephrops planifrons
Pihirau	Lamprey	Geotria australis
Tuna	Eel	Anguilla species

5.3 The Minister will, in considering the setting of any Total Allowable Catch or Total Allowable Commercial Catch for any species listed in clause 5.2, consult with the advisory committee referred to in clause 8.12 of the Deed of Settlement and ensure that the customary non-commercial fishing interests of Te Roroa in the species concerned are recognised and provided for in accordance with:

- (i) section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; and
- (ii) where the Minister's decision relates to the setting or varying of the Total Allowable Commercial Catch, section 21 of the Fisheries Act 1996.

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: FISHERIES PROTOCOL

Toheroa

- 5.4 The Crown recognises that Te Roroa have a customary non-commercial interest in the toheroa (*Paphies Ventricosa*) fishery within the Fisheries Protocol Area and the toheroa fishery is not currently fished commercially or recreationally.
- 5.5 Appropriate officials from the Ministry will consult with the Governance Entity in relation to any proposal to the Minister of Fisheries affecting the toheroa fishery within the Fisheries Protocol Area. Such consultation will occur prior to any decision being taken to give effect to any proposal and will be held at a Te Roroa marae or any other venue chosen by the Governance Entity that is appropriate.
- 5.6 Te Roroa have an interest in the conduct of any research involving toheroa. Where Te Roroa seek to conduct research on toheroa, the Ministry will consult with and provide advice to the Governance Entity on the requirements to undertake such research. 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.
- 5.7 Pursuant to clause 8.12.3 of the Deed of Settlement, in considering any proposal affecting the toheroa fishery in the Fisheries Protocol Area, the Minister will ensure that the customary non-commercial fishing interests of Te Roroa in toheroa are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.

6 DEVELOPMENT OF SUSTAINABILITY MEASURES, FISHERIES REGULATIONS FISHERIES PLANS AND MARINE PROTECTED AREAS

- 6.1 If the Ministry in exercising powers or functions, under the Fisheries Legislation or the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, relating to the setting of sustainability measures, or the making of fisheries regulations, or the development/implementation of a fisheries plan for the purposes of section 11A of the Fisheries Act 1996 (a "Fisheries Plan"), for any species of fish, aquatic life or seaweed within the Fisheries Protocol Area, or is jointly working with the Department of Conservation to establish Marine Protected Areas, that person must:
- 6.2 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;
- 6.2.1 inform the Governance Entity, in writing, of any proposed changes in relation to:
- 6.2.1.1 the setting of sustainability measures;
 - 6.2.1.2 the making of fisheries regulations,
 - 6.2.1.3 the development of marine protected areas, and
 - 6.2.1.4 the development/implementation of Fisheries Plans;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: FISHERIES PROTOCOL

as soon as reasonably practicable to enable Te Roroa to respond in an informed way;

- 6.2.2 provide the Governance Entity at least 30 working days from receipt of the written information described in clause 6.1.1 in which to respond, verbally or in writing to any such proposed changes;
- 6.2.3 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;
- 6.2.4 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
- 6.2.5 report back to the Governance Entity within 20 working days of any final decision in relation to sustainability measures, fisheries regulations, or Fisheries Plans.

- 6.3 Provide the Governance Entity with all reasonably available background information in relation to the consideration and implementation of Marine Protected Areas and consult with the Governance Entity on the choice of sites to establish Marine Protected Areas.

Regional Iwi Forums

- 6.4 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. 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 the Governance Entity will have an opportunity to participate in the development and operation of that forum.

7 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

- 7.1 The Ministry undertakes to provide the Governance Entity with such information and assistance 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:
 - 7.1.1 discussions with the Ministry on the implementation of the regulations within the Fisheries Protocol Area; and
 - 7.1.2 provision of existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: FISHERIES PROTOCOL

8 RESEARCH PLANNING PROCESS

- 8.1 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.
- 8.2 The Ministry will consult with the Governance Entity on all research proposals for fisheries within the Fisheries Protocol Area.
- 8.3 The Ministry will provide the Governance Entity, within 30 working days of the execution of the Fisheries 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 the Governance Entity about those changes.

9 NATURE AND EXTENT OF FISHERIES SERVICES

- 9.1 The Ministry will each year consult with the Governance Entity on the Ministry's annual business plan.
- 9.2 The Ministry will provide the Governance Entity with the opportunity to put forward proposals for the provision of services that the Governance Entity deem necessary for the management of fisheries within the Fisheries Protocol Area.

10 CONTRACTING FOR SERVICES

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

11 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

- 11.1 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 Te Roroa.
- 11.2 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 Te Roroa, and may be achieved by one or more of the following:
- 11.2.1 consultation on the job description and work programme;
 - 11.2.2 direct notification of the vacancy;
 - 11.2.3 consultation on the location of the position; and
 - 11.2.4 input into the selection of the interview panel.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: FISHERIES PROTOCOL

12 RAHUI

- 12.1 The Ministry recognises that rahui is a traditional use and management practice of Te Roroa and supports the right of Te Roroa to place traditional rahui over their customary fisheries.
- 12.2 The Ministry and Te Roroa acknowledge that a traditional rahui placed by Te Roroa over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rahui is a matter of voluntary choice.
- 12.3 The Governance Entity undertakes to inform the Ministry (contact person to be decided) of the placing and the lifting of a rahui by Te Roroa over their customary fisheries.
- 12.4 The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rahui has been applied, to the extent that such groups exist, of the placing and the lifting of a rahui by Te Roroa over their customary fisheries, in a manner consistent with the understandings outlined in clause 12.2 above.
- 12.5 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rahui proposed by Te Roroa over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rahui placed in the event of a drowning.

13 CONSULTATION

- 13.1 Where the Ministry is required to consult under clauses 5.5, 8.2, 9.1 and 10.1 of this Protocol, the basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- 13.1.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
- 13.1.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
- 13.1.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation; and
- 13.1.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of the Governance Entity in relation to any of the matters that are the subject of the consultation.
- 13.2 Where, the Ministry has consulted with the Governance Entity as specified in clause 13.1, the Ministry will report back to the Governance Entity on the decision made as a result of any such consultation.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: FISHERIES PROTOCOL

ATTACHMENT A

FISHERIES PROTOCOL AREA

(The map follows this page)

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TE ROROA PROTOCOL



10 kilometres

Cartography by
Sinclair Knight Merz Ltd
May 2005

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: FISHERIES PROTOCOL



1: RELATIONSHIP REDRESS: PROTOCOLS: FISHERIES PROTOCOL

ATTACHMENT B

TERMS OF ISSUE

THIS FISHERIES PROTOCOL IS ISSUED SUBJECT TO THE PROVISIONS OF THE DEED OF SETTLEMENT AND THE SETTLEMENT LEGISLATION. THESE PROVISIONS ARE SET OUT BELOW.

7 Provisions of the Deed of Settlement relating to this Protocol

7.1 The Deed of Settlement provides that:

7.1.1 a failure by the Crown to comply with a Protocol is not a breach of the Deed of Settlement (clause 8.10); and

7.1.2 this Fisheries Protocol does not restrict the ability of the Crown to interact or consult with (or issue a protocol to) any person including any iwi, hapu, marae, whanau, or representative of tangata whenua (clause 8.11.3); and

7.1.3 this Fisheries Protocol does not override or diminish

(a) the requirements of legislation;

(b) the functions, duties and powers of Ministers, officials and others under legislation; or

(c) the rights of Te Roroa, or a Representative Entity, under legislation (clause 8.24.2).

7.2 Representative Entity has the same meaning in clause 1.1.3 of these terms of issue as it has in clause 1.9 of the Deed of Settlement.

8 Authority to issue, amend or cancel Protocols

8.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 8.9.1-8.9.3 of the Deed of Settlement]

9 Protocols subject to rights and obligations

9.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 8.9.4 of the Deed of Settlement]

10 Noting of Protocol

10.1 Section [] of the Settlement Legislation provides that:

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: FISHERIES PROTOCOL

[Quote the section of the Settlement Legislation included in accordance with clauses 8.4.1 and 8.4.2 of the Deed of Settlement]

11 Enforcement of Protocol

11.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 8.9.5-8.9.7 of the Deed of Settlement]

12 Limitation of rights

12.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 8.4.3 of the Deed of Settlement]

MED PROTOCOL

(Clause 8.5)

Ch *n*

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: MED PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH
THE MINISTER OF ENERGY
REGARDING CONSULTATION WITH TE ROROA BY
THE MINISTRY OF ECONOMIC DEVELOPMENT
ON THE ADMINISTRATION OF CROWN OWNED MINERALS**

1. INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between Te Roroa and the Crown (the "**Deed of Settlement**") the Crown agreed that the Minister of Energy (the "**Minister**") would issue a Protocol (the "**MED Protocol**") setting out how the Ministry of Economic Development (the "**Ministry**") will consult with the Te Roroa Governance Entity (the "**Governance Entity**") on matters specified in the MED Protocol.
- 1.2 Both the Ministry and Te Roroa are seeking a healthy and constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.3 The purpose of the Crown Minerals Act 1991 (the "**Act**") is to restate and reform the law relating to the management of Crown owned minerals. Section 4 of the Act requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.4 The Minister is responsible under the Act for the preparation of minerals programmes, the grant of minerals permits, and monitoring the effect and implementation of minerals programmes and minerals permits. The Ministry administers the Act on behalf of the Minister.
- 1.5 This MED Protocol will affect the Ministry's administration of Crown owned minerals under the Act in the MED Protocol Area.

6. PURPOSE OF THIS MED PROTOCOL

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

7. PROTOCOL AREA

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

8. TERMS OF ISSUE

- 4.1 This MED Protocol is issued pursuant to section [] of the [*insert name of Settlement Legislation*] (the "**Settlement Legislation**") which implements clause 8.5 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: MED PROTOCOL

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

9. CONSULTATION

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

New minerals programmes in respect of Petroleum

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

Petroleum exploration permit block offers

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

Other Petroleum exploration permit applications

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

Amendments to Petroleum exploration permits

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

New minerals programmes in respect of Crown owned minerals other than Petroleum

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

Permit block offers for Crown owned minerals other than Petroleum

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

Other permit applications for Crown owned minerals other than Petroleum

5.1.7 when any application for a permit in respect of Crown owned minerals other than Petroleum is considered, which relates, whether wholly or in part, to the MED

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: MED PROTOCOL

Protocol Area, except where the application relates to a competitive tender allocation of a permit block over which consultation has already taken place under clause 5.1.6;

Amendments to permits for Crown owned minerals other than Petroleum

5.1.8 when any application to amend a permit in respect of Crown owned minerals other than Petroleum, by extending the land or minerals to which the permit relates, is considered, where the application relates, wholly or in part, to the MED Protocol Area.

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

10. IMPLEMENTATION AND COMMUNICATION

6.1 The Crown has an obligation under the Act (as provided for in minerals programmes) to consult with parties whose interests may be affected by matters described in clause 5.1 of this MED Protocol. The Ministry will consult with the Governance Entity in accordance with this MED Protocol and in accordance with the relevant minerals programme if matters described in clause 5.1 of this MED Protocol area may affect the interests of Te Roroa.

6.2 The basic principles that will be followed by the Ministry in each case are:

6.2.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues in relation to any matters described in clause 5 of this MED Protocol;

6.2.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters described in clause 5 of this MED Protocol;

6.2.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process and the consideration by the Governance Entity of its submissions in relation to any of the matters described in clause 5 of this MED Protocol; and

6.2.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of the Governance Entity in relation to any of the matters described in clause 5 of this MED Protocol.

6.3 Where the Ministry has consulted the Governance Entity as specified in clauses 6.1 and 6.2, the Ministry will report back to the Governance Entity on the decision made as a result of such consultation.

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: MED PROTOCOL

- 6.4.1 maintaining information on the Governance Entity's address and contact details as provided from time to time by the Governance Entity;
- 6.4.2 as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this MED Protocol;
- 6.4.3 nominating relevant employees to act as contacts with the Governance Entity in relation to issues concerning this MED Protocol; and
- 6.4.4 providing the Governance Entity with the names of the relevant employees who will act as contacts with the Governance Entity in relation to issues concerning this MED Protocol.

11. DEFINITIONS

7.1 In this MED Protocol:

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

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

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

Deed of Settlement means the Deed of Settlement dated [] between the Crown and Te Roroa;

Governance Entity means *[insert name and description]*;

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

Minister means the Minister of Energy;

Ministry means the Ministry of Economic Development;

Te Roroa has the meaning set out in clause 1.5 of the Deed of Settlement;

Petroleum means:

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: MED PROTOCOL

ATTACHMENT A

MAP OF MED PROTOCOL AREA

(The map follows this page.)

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TE ROROA PROTOCOL



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TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: MED PROTOCOL

WJ

ATTACHMENT B

TERMS OF ISSUE

THIS MED 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 (clause 8.10); and

1.1.2 this MED Protocol does not restrict the ability of the Crown to interact or consult with (or issue a protocol to) any person including any iwi, hapu, marae, whanau, or representative of tangata whenua (clause 8.11.3); and

1.1.3 this MED Protocol does not override or diminish

(a) the requirements of legislation;

(b) the functions, duties and powers of Ministers, officials and others under legislation; or

(c) the rights of Te Rorora, or a Representative Entity, under legislation (clause 8.24.2).

1.2 Representative Entity has the same meaning in clause 1.1.3 of these terms of issue as it has in clause 1.9 of the Deed of Settlement.

2 Authority to issue, amend or cancel Protocols

2.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 8.9.1-8.9.3 of the Deed of Settlement]

3 Protocols subject to rights and obligations

3.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 8.9.4 of the Deed of Settlement]

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: MED PROTOCOL

4 Noting of Protocol

4.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 8.6.1 and 8.6.2 of the Deed of Settlement]

5 Enforcement of Protocol

5.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 8.9.5-8.9.7 of the Deed of Settlement]

6 Limitation of rights

1.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 8.6.3 of the Deed of Settlement]

ANTIQUITIES PROTOCOL

(Clause 8.7)

AW *r*

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: ANTIQUITIES PROTOCOL

ANTIQUITIES PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH TE ROROA ON ANTIQUITIES ISSUES

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between Te Roroa 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 "Antiquities 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 Antiquities Protocol. These matters are:
 - 1.1.1 newly found Taonga;
 - 1.1.2 the removal of Taonga from New Zealand; and
 - 1.1.3 the Antiquities Act 1975 and any substitution or amendment (the "Act").
- 1.2 For the purpose of this Antiquities Protocol, 'Taonga' shall have the same meaning as "Artifact" as set out in clause 8 (Definitions) of this Protocol and section 2 of the Act.
- 1.3 The Minister and the Chief Executive or other such persons acting in those capacities, and Te Roroa are seeking a relationship consistent with the Treaty of Waitangi and its principles. Those principles provide the basis for the relationship between the parties to this Antiquities Protocol, as set out in this Antiquities Protocol.
- 1.4 The purpose of the Act is to 'provide for the better protection of antiquities, to establish and record the ownership of Maori artifacts, and to control the sale of artifacts within New Zealand' found after the commencement of the Act, namely 1st April 1976.
- 1.5 Te Roroa have an interest in relation to the preservation, protection and management of their Taonga through their tino rangatiratanga and kaitiakitanga. This derives from Te Roroa's status as tangata whenua in the Antiquities Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.6 The Minister and Chief Executive have certain functions, powers and duties in terms of the Act. In exercising such functions, powers and duties, the Minister and Chief Executive will provide the Governance Entity with the opportunity for input in the policy and decision-making processes as set out in this Protocol.
- 1.7 In respect of Taonga of Te Roroa found prior to 1 April 1976, the Minister and Chief Executive recognise the importance of such Taonga to Te Roroa and acknowledge the efforts of Te Roroa to protect and repatriate those Taonga.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: ANTIQUITIES PROTOCOL

2 PROTOCOL AREA

- 2.1 This Protocol applies across the Antiquities Protocol Area which means the area shown on the map included in Attachment A of this Protocol together with adjacent waters (the "Antiquities Protocol Area").

3 TERMS OF ISSUE

- 3.1 The Antiquities Protocol is issued pursuant to section [] of the [insert short title of settlement legislation] ("the Settlement Legislation") that implements clause 8.7 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

4 THE ROLE OF THE CHIEF EXECUTIVE UNDER THIS PROTOCOL

- 4.1 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. The Chief Executive will:
- 4.1.1 provide the Governance Entity on request with information (including information on any Taonga identified as being of Te Roroa origin, including items found within the Antiquities Protocol Area or found anywhere else in New Zealand) in accordance with the Official Information Act 1982;
 - 4.1.2 notify the Governance Entity in writing of any registered Taonga found within the Antiquities Protocol Area and of any such Taonga identified as being of Te Roroa origin found anywhere else in New Zealand from the date of signing this Protocol;
 - 4.1.3 notify the Governance Entity of its right to apply to the Maori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga, or for any right, title, estate, or interest in any Taonga found within the Antiquities Protocol Area or identified as being of Te Roroa origin found anywhere else in New Zealand;
 - 4.1.4 notify the Governance Entity of any application to the Maori Land Court from other persons or entities for determination of the actual or traditional ownership, rightful possession or custody of any Taonga, or for any right, title, estate, or interest in any Taonga found within the Antiquities Protocol Area or identified as being of Te Roroa origin found anywhere else in New Zealand;
 - 4.1.5 if no application is made to the Maori Land Court by the Governance Entity or any other persons:
 - (a) consult the Governance Entity before a decision is made on who may have custody of Taonga found within the Antiquities Protocol Area or identified as being of Te Roroa origin found anywhere else in New Zealand;
 - (b) notify the Governance Entity in writing of the decision made by the Chief Executive on the custody of Taonga where the Governance Entity has been consulted; and

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: ANTIQUITIES PROTOCOL

(c) consult the Governance Entity where there are requests from persons for the custody of Taonga found within the Antiquities Protocol Area or identified as being of Te Roroa origin found anywhere else in New Zealand;

4.1.6 seek from the Governance Entity an expert opinion on any Taonga of Te Roroa origin for which a person has applied to the Chief Executive for permission to remove from New Zealand; and

4.1.7 notify the Governance Entity in writing of the decision made by the Chief Executive on an application to remove Taonga from New Zealand where the expert opinion was sought from the Governance Entity.

4.2 The Chief Executive will also:

4.2.1 discuss with the Governance Entity concerns and issues notified by the Governance Entity about the Act;

4.2.2 review the implementation of this Protocol from time to time, or at the request of the Governance Entity, unless otherwise agreed in writing by both the Governance Entity and the Chief Executive; and

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

5 THE ROLE OF THE MINISTER UNDER THIS PROTOCOL

5.1 The Minister has functions, powers and duties under the Act and will consult, notify and provide information to the Governance Entity within the limits of the Act. The Minister will consult with the Governance Entity where a person appeals the decision of the Chief Executive to:

5.1.1 refuse permission to remove any Taonga from New Zealand; or

5.1.2 impose conditions on the approval to remove any Taonga from New Zealand;

in the circumstances where the Governance Entity was originally asked for an expert opinion by the Chief Executive.

5.2 The Ministry will notify the Governance Entity in writing of the Minister's decision on an appeal in relation to an application to export Taonga where an expert opinion was sought from the Governance Entity.

6 CONSULTATION

6.1 Where consultation is required under clause 4.1.5 or 5.1 of this Protocol, the basic principles that will be followed in consulting with the Governance Entity in each case are:

6.1.1 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;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: ANTIQUITIES PROTOCOL

- 6.1.2 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;
- 6.1.2 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;
- 6.1.3 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
- 6.1.4 reporting back to the Governance Entity, either in writing or in person, on any decisions made that relate to that consultation.

7 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 7.1 If the Chief Executive consults with Maori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive will:
 - 7.1.1 notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which Maori generally will be consulted;
 - 7.1.2 make available to the Governance Entity the information provided to Maori as part of the consultation process referred to in this clause; and
 - 7.1.3 report back to the Governance Entity on the outcome of any such consultation.

8 DEFINITIONS

In this Protocol:

Artifact has the same meaning as in section 2 of the Act, being:

any chattel, carving, object, or thing which relates to the history, art, culture, traditions, or economy of the Maori or other pre-European inhabitants of New Zealand and which was or appears to have been manufactured or modified in New Zealand by any such inhabitant, or brought to New Zealand by an ancestor by any such inhabitant, or used by any such inhabitant, prior to 1902;

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: ANTIQUITIES PROTOCOL

ATTACHMENT A

TE ROROA

ANTIQUITIES PROTOCOL AREA

(The map follows this page)

TE ROROA PROTOCOL



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TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: ANTIQUITIES PROTOCOL

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1: RELATIONSHIP REDRESS: PROTOCOLS: ANTIQUITIES PROTOCOL

ATTACHMENT B

TERMS OF ISSUE

THIS ANTIQUITIES 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 (clause 8.10); and

1.1.2 this Antiquities Protocol does not restrict the ability of the Crown to interact or consult with (or issue a protocol to) any person including any iwi, hapu, marae, whanau, or representative of tangata whenua (clause 8.11.3); and

1.1.3 this Antiquities Protocol does not override or diminish

(a) the requirements of legislation;

(b) the functions, duties and powers of Ministers, officials and others under legislation; or

(c) the rights of Te Rorora, or a Representative Entity, under legislation (clause 8.24.2).

1.2 Representative Entity has the same meaning in clause 1.1.3 of these terms of issue as it has in clause 1.9 of the Deed of Settlement.

2. Authority to issue, amend or cancel Protocols

2.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 8.9.1-8.9.3 of the Deed of Settlement]

3. Protocols subject to rights and obligations

3.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 8.9.4 of the Deed of Settlement]

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: PROTOCOLS: ANTIQUITIES PROTOCOL

4. Enforcement of Protocol

4.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 8.9.5-8.9.7 of the Deed of Settlement]

5. Limitation of rights

11.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 8.8 of the Deed of Settlement]

PART 2: TE TAREHU

(Clauses 8.15 and 8.16)



TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: TE TAREHU

TE TAREHU

1. Description of Area

- 1.1 The area over which Te Tarehu is created is part of the area known as the Waipoua Forest as shown A on SO 354589.

2. Preamble

- 2.1 Pursuant to section [] of the [Settlement Legislation] (clause 8.15.2 of the Deed of Settlement), the Crown acknowledges the statement by Te Roroa of their cultural, spiritual, historic and/or traditional values relating to Waipoua Forest, as set out below.
- 2.2 For the avoidance of doubt, the DOC Protocol (clause 8.1 of the Deed of Settlement) applies in relation to Te Tarehu. Where the provisions of the DOC Protocol and Te Tarehu are inconsistent, the provisions of Te Tarehu prevail.

3. Te Roroa Values

- 3.1 Waipoua Forest is a taonga and wahi tapu to Te Roroa of fundamental cultural, ecological and religious significance, parts of which were regarded by Te Roroa tupuna as "wahi tino tapu, whenua rahui".
- 3.2 In the Waipoua Valley, the settlement pattern encompassed three zones: the pa on the high ridges, the fertile lower slopes and river terraces, and the coastal flats. Topographical features were made more indelible by stories of tupuna involved in naming the many places.
- 3.3 The isolation of Waipoua has been a contributing factor to the unassailed position Te Roroa has held in respect of their manawhenua, manamoana and manatupuna.
- 3.4 Waipoua Forest contains specific taonga and wahi tapu including the kauri trees, urupa and kainga tupuna, as well as traditional resources.
- 3.5 Te Roroa are the kaitiaki of Waipoua Forest and everything in it and assert that they maintain tino rangatiratanga over the Forest.

4. Protection Principles

- 4.1 The following Protection Principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Te Roroa Values related to Te Tarehu:
- 4.1.1 Protection of wahi tapu, indigenous flora and fauna and the wider environment within Waipoua Forest;
- 4.1.2 Recognition of the mana, kaitiakitanga and tikanga of Te Roroa within Waipoua Forest;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: TE TAREHU

- 4.1.3 Respect for Te Roroa tikanga within Waipoua Forest;
- 4.1.4 Encouragement of respect for the association of Te Roroa with Waipoua Forest;
- 4.1.5 Accurate portrayal of the association of Te Roroa with Waipoua Forest; and
- 4.1.6 Recognition of the relationship of Te Roroa with wahi tapu, and wahi taonga.

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

5.1 Pursuant to clause 8.15.11 of the Deed of Settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles.

5.2 Information

- 5.2.1 Departmental staff, contractors, conservation board members, concessionaires and the public will be provided with information about the Te Roroa Values and the existence of the Tarehu Overlay Area and will be encouraged to respect the Te Roroa association with Waipoua Forest;
- 5.2.2 The Department will work with Te Roroa on the design and location of new signs to discourage inappropriate behaviour, including fossicking, the modification of wahi tapu sites and disturbance of other taonga;
- 5.2.3 The public will be informed that the removal of all rubbish and wastes from Waipoua Forest is required;
- 5.2.4 Te Roroa's association with Waipoua Forest will be accurately portrayed in all new Departmental information and educational material; and
- 5.2.5 Te Roroa Governance Entity will be consulted regarding the provision of all new Departmental public information or educational material, and the Department will only use Te Roroa's cultural information with the consent of the Governance Entity.

5.3 Land and forest management

- 5.3.1 Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible;
- 5.3.2 Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Roroa Governance Entity will be consulted and particular regard will be had to its views, including those relating to koiwi (unidentified human remains) and archaeological sites; and
- 5.3.3 Any koiwi (human remains) or other taonga found or uncovered by the Department will be left untouched and Te Roroa Governance Entity informed as soon as possible to enable Te Roroa to deal with the koiwi or taonga in accordance with their tikanga, subject to any procedures required by law.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: TE TAREHU

- 5.3.4 The Department will work with the Governance Entity when drafting a section of the Northland Conservation Management Strategy (CMS) that applies to the Waipoua Forest, including:
- (a) identification of the effects (including adverse and cumulative effects) of different uses of the forest (including concessions);
 - (b) how any adverse effects will be managed or minimised (e.g. through the identification of thresholds and limits for different uses of the forest); and
 - (c) the care and management of wahi tapu and Te Roroa taonga within the forest.
- 5.3.5 If the CMS requires the preparation of a Conservation Management Plan for Waipoua Forest, the Department will work with Te Roroa when drafting that Plan.

5.4 Concessions

- 5.4.1 The Department will:
- (a) provide to the Governance Entity copies of all applications or renewals of applications in the Tarehu Overlay Area;
 - (b) seek the input of the Governance Entity when assessing all applications or renewals of applications in the Tarehu Overlay Area by:
 - providing for the Governance Entity to indicate within five Business Days whether applications have any impacts on Te Roroa's cultural, spiritual and historical values; and
 - if the Governance Entity indicates that an application has an impact on Te Roroa's cultural, spiritual and historical values, allowing a reasonable specified timeframe (of at least a further 15 Business Days) for comment;
 - (c) have regard to the potential impact of any concession application on the Te Roroa Statement of Values and the Protection Principles and take reasonable steps to avoid or minimise any impact
 - (d) prior to a concession being publicly notified, provide separate written notification to the Governance Entity;
 - (e) prior to the Minister of Conservation or his/her delegated representative issuing concessions to carry out activities on land managed by the Department within the Waipoua Forest, and following consultation with the Governance Entity, take all reasonable steps to ensure that the concessionaire is informed of Te Roroa tikanga and values;
 - (f) when the Minister of Conservation or his/her delegated representative issues concessions giving authority for other parties to carry out

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: TE TAREHU

activities on land administered by the Department, the Department will recommend to the Minister of Conservation or his/her delegated representative to include within the terms of the concession provision for the concessionaire to carry out the activities according to the standards of conservation practice outlined in the ICOMOS New Zealand Charter 1993;

- (g) if requested by the Governance Entity, provide an explanation of the factors recommended to the Minister of Conservation or his/her delegated representative that were taken into account in reaching a decision on any particular concession application; and
- (h) if Te Roroa and the Department are unable to agree on a specific concession application, the Conservator will, if requested by Te Roroa, consider Te Roroa's views before the Minister of Conservation or his/her delegated representative makes a decision on the application.

5.5 Cultural Materials

- 5.5.1 Unless there are special circumstances agreed to by both parties, the Governance Entity shall have access to all cultural materials that become available as a result of departmental operations such as track maintenance or clearance, or culling of species, or when materials become available as a result of roadkill or otherwise through natural causes.
- 5.5.2 After discussion with the Governance Entity, the Department will consider an authorisation under section 30(2) of the Conservation Act to collect certain plants, or a recommendation to the Minister of Conservation for a concession application under Part 3B of the Act, for the Governance Entity to collect other materials of cultural significance on an ongoing basis (e.g. for five year periods), with any terms and conditions necessary to protect conservation values.

5.6 Kauri National Park

- 5.6.1 The Department will immediately inform the Governance Entity of any work by the Department towards changing the legal status of land within the Waipoua Forest, including for the purposes of a National Park (for example, immediately upon the commencement of any work by the Department leading to a recommendation under section 7(2) of the National Parks Act 1980 or any investigation or re-confirmation of an earlier investigation requested by the NZCA under section 8 of that Act).
- 5.6.2 If the Department is requested by the Minister, the NZCA or the Northland Conservation Board to provide a recommendation with regard to any change of land status or new management body for Waipoua Forest, it will convene a working group comprised equally of the Department and the Governance Entity (with other members to be co-opted as may be agreed) to draft a report (including recommendations) to the Director-General.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: TE TAREHU

- 5.6.3 If the status of the Waipoua Forest changes (e.g. to a National Park) the Department will work with the Governance Entity when developing any new management plan (or equivalent document).

**PART 3: STATUTORY AREAS AND STATEMENTS OF
ASSOCIATION**

(Clause 8.17.1)

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: STATUTORY AREAS AND STATEMENTS OF ASSOCIATION

Statutory Area	Description
Arai-te-Uru Recreation Reserve	14.0960 hectares, more or less, being Section 3 Block IX Hokianga Survey District. All Gazette 1976 page 1515. As shown on SO 354586.

The following Statement of Association by Te Roroa applies to the above Statutory Area.

Located at the south head of the Hokianga Harbour, Arai-te-Uru contains several historic features. The whare of Ruanui, captain of Mamari waka was built here. In direct line of descent from Ruanui, was Te Waianga, a noted tohunga and recognised guardian of the entrance to Hokianga Harbour.

Te Waianga descended from Rangitauwawaro through his father Pahau, married back into Te Roroa (Maro), then further strengthened the Te Roroa links via the marriage of his daughter Marara Mahuhu to the Te Roroa rangatira Tiopira.

This marriage was the cause of the last battle in the Waimamaku area. Marara had been betrothed to another, but chose Tiopira.

After losing to Te Roroa, the defeated group left the Waimamaku valley.

Descendants of Te Waianga continue to inhabit the Hokianga harbour to the north and the Waimamaku valley to the south of Arai-te-Uru, upholding and practising the kaitiaki role inherited from their tupuna.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: STATUTORY AREAS AND STATEMENTS OF ASSOCIATION

Statutory Area	Description
Tokatoka Scenic Reserve	14.9457 hectares, more or less, being Part Allotment 127 and Allotments 128, 129 and 130 Parish of Tokatoka. All Gazette 1975 page 1091. As shown on SO 354587.

The following Statement of Association by Te Roroa applies to the above Statutory Area.

Tokatoka te maunga
Te Wairoa te awa
Taoho te tangata
te puru o te Kaipara

Tokatoka is the mountain
Wairoa is the river
Taoho the pre-eminent person
the blockade of the Kaipara

Te puru o te Kaipara is a reference both to the geological/volcanic plug of Tokatoka, and also a metaphor for the chief Taoho who acted as the plug/blockade against an incursion from northern iwi into the Kaipara.

Built by another iwi, the pa at Tokatoka was subsequently taken and occupied by Toa of Te Roroa. In succeeding generations, occupation was maintained by Toa's grandsons Te Waiata and Te Maunga, through to Te Waiata's son Taoho. It is through the fighting chief Taoho's association with Tokatoka Pa that the area is most well known.

It was from here (circa 1807), that Taoho observed the smoke signal from Maunganui Bluff warning of the presence of a taua (war-party) in the area. He called his warriors to rise in preparation for what was to be the biggest battle fought on the west coast. That was the battle of Moremunui, known also as Te Kai o te Karoro and Te Haenga o te Onepu. Along with their allies Te Roroa gained victory over the northern iwi.

Taoho's marriage to Pataea, of Ngati Whiu, Te Kopuru, further consolidated this connection with Tokatoka.

Through waiata, and iwi hikoi, Te Roroa has maintained a presence over this very important landmark.

PART 4: DEEDS OF RECOGNITION

(Clause 8.19)

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TE ROROA DEED OF SETTLEMENT: SCHEDULES
1: RELATIONSHIP REDRESS: DEEDS OF RECOGNITION

DEED OF RECOGNITION

THIS DEED is made

BETWEEN

[Insert the trustees of [name] Trust or other name of the [Governance Entity] (as appropriate)] (the "**Governance Entity**")

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the "**Crown**").

BACKGROUND

- A. Te Roroa and the Crown are parties to a deed of settlement (the "**Deed of Settlement**") to settle the Historical Claims of Te Roroa dated *[insert the date of the Deed of Settlement]*.
- B. Under clauses 8.19 and 8.20 of the Deed of Settlement it was agreed that (if the Deed of Settlement became unconditional) the Crown and the Governance Entity would enter into this Deed.
- C. The *[insert short title of the Settlement Legislation]* (the "**Settlement Act**") has come into force and the Deed of Settlement has become unconditional.
- D. The Crown acknowledges, under section [] of the Settlement Act, the statement by Te Roroa set out in clause 1.1 (the "**Statement of Association**") of its cultural, spiritual, historical and traditional association with the Statutory Area.

IT IS AGREED as follows:

1. STATEMENT OF ASSOCIATION

- 1.1 This Deed applies to the Statutory Area (being Arai-te-Uru Recreation Reserve as shown on SO 354586) to which the following Statement of Association relates (the "**Statutory Area**").

Located at the south head of the Hokianga Harbour, Arai-te-Uru contains several historic features. The whare of Ruanui, captain of Mamari waka was built here. In direct line of descent from Ruanui, was Te Waianga, a noted tohunga and recognised guardian of the entrance to Hokianga Harbour.

Te Waianga descended from Rangitauwawaro through his father Pahau, married back into Te Roroa (Maro), then further strengthened the Te Roroa links via the marriage of his daughter Marara Mahuhu to the Te Roroa rangatira Tiopira.

This marriage was the cause of the last battle in the Waimamaku area. Marara had been betrothed to another, but chose Tiopira.

After losing to Te Roroa, the defeated group left the Waimamaku valley.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: DEEDS OF RECOGNITION

Descendants of Te Waianga continue to inhabit the Hokianga harbour to the north and the Waimamaku valley to the south of Arai-te-Uru, upholding and practising the kaitiaki role inherited from their tupuna.

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

2.1 The Minister of Conservation must, if he or she is undertaking an activity referred to in clause 2.2 in relation to or within the Statutory Area, consult and have regard to the views of the Governance Entity concerning the association of Te Roroa with that Statutory Area as described in the Statement of Association.

2.2 Clause 2.1 applies to the following activities:

2.2.1 preparing:

- (a) a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977;
- (b) a national park management plan under the National Parks Act 1980; and
- (c) a non-statutory plan, strategy, programme or survey of one of the following kinds for the protection and management of that Statutory Area, namely:
 - (i) to identify and protect wildlife or indigenous plants;
 - (ii) to eradicate pests, weeds or introduced species;
 - (iii) to assess current and future visitor activities; or
 - (iv) to identify the number and type of Concessions that may be appropriate;

2.2.2 locating or constructing structures, signs or tracks.

2.3 The Minister of Conservation must, in order to enable the Governance Entity to give informed views when the Minister is consulting the Governance Entity under clause 2.1, provide the Governance Entity with relevant information.

3. LIMITATIONS

3.1 This Deed relates only to those parts of the Statutory Area owned and managed by the Crown.

3.2 This Deed does not, in relation to the Statutory Area:

3.2.1 require the Crown to undertake, increase or resume any activity of the kind referred to in clause 2.2; or

3.2.2 preclude the Crown from not undertaking, or ceasing to undertake, any or all of the activities referred to in clause 2.2.

3.3 Except as provided in clause 2.1, this Deed:

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: DEEDS OF RECOGNITION

- 3.3.1 does not affect, and will not be taken into account by, a person exercising a power or performing a function or duty under a statute, regulation, or bylaw;
- 3.3.2 affect the lawful rights or interests of any person; or
- 3.3.3 grant, create or provide evidence of an estate or interest in, or rights relating to the Statutory Area.

3.4 This Deed does not prevent the Crown from entering into a deed of recognition with a person or persons other than Te Roroa in relation to the Statutory Area.

4. TERMINATION

4.1 This Deed terminates in respect of the Statutory Area (or part of it) if:

- 4.1.1 the Governance Entity and the Minister of Conservation agree in writing that this Deed is no longer appropriate for the area concerned;
- 4.1.2 the area concerned is disposed of by the Crown; or
- 4.1.3 the Minister of Conservation ceases to be responsible for the activities referred to in clause 2.2 in relation to or within the area concerned and they are transferred to another person or official within the Crown.

4.2 If this Deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the Governance Entity continues to have input into the activities referred to in clause 2.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

5. NOTICES

5.1 The provisions of this clause apply to notices under this Deed:

Notices to be signed

5.1.1 the Party giving a notice must sign it;

Notice to be in writing

5.1.2 any notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

Addresses for notice

5.1.3 until any other address or facsimile number of a Party is given by notice to the other Party, they are as follows:

The Crown:

*[Insert an address for the
Minister of Conservation]*

Governance Entity:

*[Insert the name and address
of the Governance Entity]*

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: DEEDS OF RECOGNITION

Delivery

5.1.4 delivery of a notice may be made:

- (a) by hand;
- (b) by post with prepaid postage; or
- (c) by facsimile;

Timing of delivery

5.1.5 a notice delivered:

- (a) by hand will be treated as having been received at the time of delivery;
- (b) by pre-paid post will be treated as having been received on the second day after posting; or
- (c) by facsimile will be treated as having been received on the day of transmission; and

Deemed date of delivery

5.1.6 if a notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 5.1.5) be treated as having been received the next Business Day.

6. NO ASSIGNMENT

6.1 The Governance Entity may not assign its rights or obligations under this Deed.

7. DEFINITIONS AND INTERPRETATION

7.1 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; and

Statutory Area means the Statutory Area referred to in clause 1.1.

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

7.2.1 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;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: DEEDS OF RECOGNITION

- 7.2.2 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- 7.2.3 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;
- 7.2.4 the singular includes the plural and vice versa;
- 7.2.5 words importing one gender include the other genders;
- 7.2.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;
- 7.2.7 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
- 7.2.8 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;
- 7.2.9 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 7.2.10 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;
- 7.2.11 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
- 7.2.12 a reference to time is to New Zealand time.
- 7.3 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.
- 7.4 If there are any inconsistencies between this Deed and the Deed of Settlement, the provisions of the Deed of Settlement will prevail.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: DEEDS OF RECOGNITION

SIGNED as a deed on []

[Insert signing provisions for the Governance Entity]

WITNESS

Name:

Occupation:

Address:

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

WITNESS

Name:

Occupation:

Address:

Handwritten initials/signature

TE ROROA DEED OF SETTLEMENT: SCHEDULES
1: RELATIONSHIP REDRESS: DEEDS OF RECOGNITION

DEED OF RECOGNITION

THIS DEED is made

BETWEEN

[Insert the trustees of [name] Trust or other name of the [Governance Entity] (as appropriate)] (the "**Governance Entity**")

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Conservation (the "**Crown**").

BACKGROUND

- A. Te Roroa and the Crown are parties to a deed of settlement (the "**Deed of Settlement**") to settle the Historical Claims of Te Roroa dated *[insert the date of the Deed of Settlement]*.
- B. Under clauses 8.19 and 8.20 of the Deed of Settlement it was agreed that (if the Deed of Settlement became unconditional) the Crown and the Governance Entity would enter into this Deed.
- C. The *[insert short title of the Settlement Legislation]* (the "**Settlement Act**") has come into force and the Deed of Settlement has become unconditional.
- D. The Crown acknowledges, under section [] of the Settlement Act, the statement by Te Roroa set out in clause 1.1 (the "**Statement of Association**") of its cultural, spiritual, historical and traditional association with the Statutory Area.

IT IS AGREED as follows:

1. STATEMENT OF ASSOCIATION

- 1.1 This Deed applies to the Statutory Area (being Tokatoka Scenic Reserve as shown on SO 354587) to which the following Statement of Association relates (the "**Statutory Area**").

Tokatoka te maunga
Te Wairoa te awa
Taoho te tangata
te puru o te Kaipara

Tokatoka is the mountain
Wairoa is the river
Taoho the pre-eminent person
the blockade of the Kaipara

Te puru o te Kaipara is a reference both to the geological/volcanic plug of Tokatoka, and also a metaphor for the chief Taoho who acted as the plug/blockade against an incursion from northern iwi into the Kaipara.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: DEEDS OF RECOGNITION

Built by another iwi, the pa at Tokatoka was subsequently taken and occupied by Toa of Te Roroa. In succeeding generations, occupation was maintained by Toa's grandsons Te Waiata and Te Maunga, through to Te Waiata's son Taoho. It is through the fighting chief Taoho's association with Tokatoka Pa that the area is most well known.

It was from here (circa 1807), that Taoho observed the smoke signal from Maunganui Bluff warning of the presence of a taua (war-party) in the area. He called his warriors to rise in preparation for what was to be the biggest battle fought on the west coast. That was the battle of Moremunui, known also as Te Kai o te Karoro and Te Haenga o te Onepu. Along with their allies Te Roroa gained victory over the northern iwi.

Taoho's marriage to Pataea, of Ngati Whiu, Te Kopuru, further consolidated this connection with Tokatoka.

Through waiata, and iwi hikoi, Te Roroa has maintained a presence over this very important landmark.

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

2.1 The Minister of Conservation must, if he or she is undertaking an activity referred to in clause 2.2 in relation to or within the Statutory Area, consult and have regard to the views of the Governance Entity concerning the association of Te Roroa with that Statutory Area as described in the Statement of Association.

2.2 Clause 2.1 applies to the following activities:

2.2.1 preparing:

- (a) a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977;
- (b) a national park management plan under the National Parks Act 1980; and
- (c) a non-statutory plan, strategy, programme or survey of one of the following kinds for the protection and management of that Statutory Area, namely:
 - (i) to identify and protect wildlife or indigenous plants;
 - (ii) to eradicate pests, weeds or introduced species;
 - (iii) to assess current and future visitor activities; or
 - (iv) to identify the number and type of Concessions that may be appropriate;

2.2.2 locating or constructing structures, signs or tracks.

2.3 The Minister of Conservation must, in order to enable the Governance Entity to give informed views when the Minister is consulting the Governance Entity under clause 2.1, provide the Governance Entity with relevant information.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: DEEDS OF RECOGNITION

3. LIMITATIONS

- 3.1 This Deed relates only to those parts of the Statutory Area owned and managed by the Crown.
- 3.2 This Deed does not, in relation to the Statutory Area:
- 3.2.1 require the Crown to undertake, increase or resume any activity of the kind referred to in clause 2.2; or
 - 3.2.2 preclude the Crown from not undertaking, or ceasing to undertake, any or all of the activities referred to in clause 2.2.
- 3.3 Except as provided in clause 2.1, this Deed:
- 3.3.1 does not affect, and will not be taken into account by, a person exercising a power or performing a function or duty under a statute, regulation, or bylaw;
 - 3.3.2 affect the lawful rights or interests of any person; or
 - 3.3.3 grant, create or provide evidence of an estate or interest in, or rights relating to the Statutory Area.
- 3.4 This Deed does not prevent the Crown from entering into a deed of recognition with a person or persons other than Te Roroa in relation to the Statutory Area.

4. TERMINATION

- 4.1 This Deed terminates in respect of the Statutory Area (or part of it) if:
- 4.1.1 the Governance Entity and the Minister of Conservation agree in writing that this Deed is no longer appropriate for the area concerned;
 - 4.1.2 the area concerned is disposed of by the Crown; or
 - 4.1.3 the Minister of Conservation ceases to be responsible for the activities referred to in clause 2.2 in relation to or within the area concerned and they are transferred to another person or official within the Crown.
- 4.2 If this Deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the Governance Entity continues to have input into the activities referred to in clause 2.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

5. NOTICES

- 5.1 The provisions of this clause apply to notices under this Deed:

Notices to be signed

- 5.1.1 the Party giving a notice must sign it;

Notice to be in writing

- 5.1.2 any notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: DEEDS OF RECOGNITION

Addresses for notice

5.1.3 until any other address or facsimile number of a Party is given by notice to the other Party, they are as follows:

The Crown:

Governance Entity:

*[Insert an address for the
Minister of Conservation]*

*[Insert the name and address
of the Governance Entity]*

Delivery

5.1.4 delivery of a notice may be made:

- (d) by hand;
- (e) by post with prepaid postage; or
- (f) by facsimile;

Timing of delivery

5.1.5 a notice delivered:

- (d) by hand will be treated as having been received at the time of delivery;
- (e) by pre-paid post will be treated as having been received on the second day after posting; or
- (f) by facsimile will be treated as having been received on the day of transmission; and

Deemed date of delivery

5.1.6 if a notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 5.1.5) be treated as having been received the next Business Day.

6. NO ASSIGNMENT

6.1 The Governance Entity may not assign its rights or obligations under this Deed.

7. DEFINITIONS AND INTERPRETATION

7.1 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;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: DEEDS OF RECOGNITION

Party means a party to this Deed; and

Statutory Area means the Statutory Area referred to in clause 1.1.

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

7.2.1 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;

7.2.2 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;

7.2.3 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;

7.2.4 the singular includes the plural and vice versa;

7.2.5 words importing one gender include the other genders;

7.2.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;

7.2.7 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;

7.2.8 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;

7.2.9 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;

7.2.10 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;

7.2.11 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

7.2.12 a reference to time is to New Zealand time.

7.3 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.

7.4 If there are any inconsistencies between this Deed and the Deed of Settlement, the provisions of the Deed of Settlement will prevail.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

1: RELATIONSHIP REDRESS: DEEDS OF RECOGNITION

SIGNED as a deed on []

[Insert signing provisions for the Governance Entity]

WITNESS

Name:

Occupation:

Address:

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

WITNESS

Name:

Occupation:

Address:

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SCHEDULE 2

**CULTURAL REDRESS
PROPERTIES**

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SCHEDULE 2 : CULTURAL REDRESS PROPERTIES

PART 1 – CULTURAL REDRESS PROPERTIES

PART 2 – CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

PART 1: CULTURAL REDRESS PROPERTIES

(Clause 9.1.1)

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Vested Cultural Redress Properties

Name of Site	Location	Legal Description	Encumbrances
Kaiparaheka	As shown on SO 354567	<p>North Auckland Land District – Far North District</p> <p>13.7921 hectares, more or less, being Section E25 Block IX Waoku Survey District. All Gazette 1914 page 3422.</p>	Subject to an informal grazing arrangement to T. Reuben.
Wairau	As shown on SO 354568	<p>North Auckland Land District – Far North District</p> <p>2.3 hectares, approximately, being Parts Wairau South and Part Section 17 Block I Waipoua Survey District. Parts Gazette 1880 page 452, Gazette 1976 page 565 and Gazette 1981 page 2995. Subject to survey.</p>	
Kawerua	As shown on SO 354569	<p>North Auckland Land District – Far North District</p> <p>11.5 hectares, approximately, being Part Legal Road, Section 2 and Part Sections 3, 6, 7 and 16 Block I Waipoua Survey District and Part Waipoua Block. Parts Gazette 1933 page 1215, Gazette 1950 page 186 and Gazette 1981 page 2995. Subject to survey.</p>	<p>Subject to:</p> <ul style="list-style-type: none"> • the conservation covenant referred to in clause 9.1.14(a) • the Right of Way easement in gross in favour of Minister of Conservation referred to in clause 9.1.14(b)(i) • the Right of Way easement in gross in favour of Minister of Fisheries referred to in clause 9.1.14(b)(ii) • the Right of Way easement in gross for foot access referred to in clause 9.1.14(c) • the Right of Access easement referred to in clause 9.1.17. <p>Together with:</p>

TE ROROA DEED OF SETTLEMENT: SCHEDULES
2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Name of Site	Location	Legal Description	Encumbrances
			<ul style="list-style-type: none"> • an unregistered Right of Way easement over the Marginal Strip referred to in clause 11.5.2. • an unregistered Right of Way easement over Waipoua River bed referred to in clause 11.5.1.
Haohaonui	As shown on SO 354570	<p>North Auckland Land District – Far North District</p> <p>2.9396 hectares, more or less, being Part Section 1 Block V Waipoua Survey District. Part Gazette 1948 page 298 as shown A on SO 56302.</p>	
Waingata	As shown on SO 354571	<p>North Auckland Land District – Far North District</p> <p>3.4 hectares, approximately, being Part Section 1 Block V Waipoua Survey District. Part Gazette 1948 page 298. Subject to survey.</p>	Subject to the conservation covenant referred to in clause 9.1.25.
Te Riu	As shown on SO 354572	<p>North Auckland Land District – Kaipara District</p> <p>18.2 hectares, approximately, being Part Section 1 Block VI Waipoua Survey District. Part Gazette 1948 page 298. Subject to survey.</p>	Subject to the conservation covenant referred to in clause 9.1.29.
Muriwai	As shown on SO 354575	<p>North Auckland Land District – Kaipara District</p> <p>34.0 hectares, approximately, being Part Section 1 and 4 Block VI Waipoua Survey District. Part Gazette 1948 page 298. Subject to survey.</p>	Subject to the conservation covenant referred to in clause 9.1.33.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Name of Site	Location	Legal Description	Encumbrances
Papatia and Te Kopae	As shown on SO 354577	<p>North Auckland Land District – Kaipara and Far North Districts</p> <p>133.0 hectares, approximately, being Part Sections 1 and 2 Block II and Part Section 1 Block V Waipoua Survey District, Part Waipoua Block, Part Waipoua 2B3B2, 2B3E and 2B3C1. Part Gazette 1948 page 298, Part Gazette 1922 page 1196, Part Gazette 1923 page 2540, Part Gazette 1974 page 709 and Part Gazette 1984 page 1432. Subject to survey.</p>	<p>Subject to:</p> <ul style="list-style-type: none"> • the Right of Way easement in gross in favour of the Minister of Conservation referred to in clause 9.1.37(a) • the Right of Way easement in gross in favour of the Minister of Fisheries referred to in clause 9.1.39(b) • the Right of Way easement in gross in favour of the Minister of Forestry referred to in clause 9.1.39(c). <p>Together with:</p> <ul style="list-style-type: none"> • an unregistered Right of Way easement over the Marginal Strip referred to in clause 11.5.2. • an unregistered Right of Way easement over Waipoua River bed referred to in clause 11.5.1.
Te Taiawa	As shown on SO 354579	<p>North Auckland Land District – Far North District</p> <p>100.0 hectares, approximately, being Part Waipoua Block and Part Section 1 Block II Waipoua Survey District. Part Gazette 1933 page 1215 and Part Gazette 1948 page 298. Subject to survey.</p>	<p>Subject to the conservation covenant referred to in clause 9.1.42.</p>
Puketurehu	As shown on SO 354582	<p>North Auckland Land District – Kaipara District</p> <p>152.0 hectares, approximately, being Part Waipoua Block. Part Gazette 1984 page 1432. Subject to survey.</p>	<p>Subject to:</p> <ul style="list-style-type: none"> • the conservation covenant referred to in clause 9.1.48 • the Right of Way easement in gross in favour of

TE ROROA DEED OF SETTLEMENT: SCHEDULES
2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Name of Site	Location	Legal Description	Encumbrances
			<p>the Minister of Conservation referred to in clause 9.1.48(b)(i)</p> <ul style="list-style-type: none"> • the Right of Way easement in gross in favour of the Minister of Fisheries referred to in clause 9.1.48(b)(ii). <p>Together with:</p> <ul style="list-style-type: none"> • an unregistered Right of Way easement over the Marginal Strip referred to in clause 11.5.3.
Maunganui Bluff	As shown on SO 354581	<p>North Auckland Land District – Kaipara District</p> <p>509.1808 hectares, more or less, being Section 29 Block X and Part Section 1 and Section 3 Block XII Waipoua Survey District and Lot 1 DP 118137. Balance CT NA1181/59 and all C'sT NA1181/60 and NA67D/963.</p>	<p>Subject to:</p> <ul style="list-style-type: none"> • the conservation covenant referred to in clause 9.1.52(a) • a walkway easement referred to in clause 9.1.52(b) • the occupation of part of the land by Telecom, as per the letter of consent from the Department of Conservation to Telecom dated 3 December 1991, or any formal permit granted by the Department of Conservation to Telecom with the agreement of the Governance Entity before the Settlement Date. • any easement or other agreement to take and convey water that may be entered into between the date of this deed and the settlement date to formalise the taking of water by the Kaipara District Council or Aranga Beach Settlement bach owners for community and domestic purposes. Prior to formalising any water take the Department of Conservation will enter into

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TE ROROA DEED OF SETTLEMENT: SCHEDULES
2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Name of Site	Location	Legal Description	Encumbrances
			<p>discussions with the Governance Entity on the process, terms and conditions.</p> <p>Together with:</p> <p>a water easement created by Proclamation 14797.</p>
Manuwhetai	As shown on SO 354583	<p>North Auckland Land District – Kaipara District</p> <p>38.6333 hectares, more or less, being Lot 1 DP 48230, Lots 1, 2, 4, 50, 51, 52, 53 and 54 DP 121600 and Part Section 19 Block XII Waipoua Survey District. (SO 69533). Part Document C966049.6.</p>	
Puketapu / Whangaiariki	As shown on SO 354584	<p>North Auckland Land District – Kaipara District</p> <p>47.75 hectares, approximately, being Part Section 27A Block XIII Waipoua Survey District. Part Document C966049.6. Subject to survey.</p> <p>23.5 hectares, approximately, being Part Section 64 Block I Kaiwi Survey District. Part Document C589493.4. Subject to survey.</p>	
Ureti	As shown on SO 354585	<p>North Auckland Land District – Kaipara District</p> <p>10.1 hectares, approximately, being Part Section 9 Block I Kaiwi Survey District. Part Gazette 1876 page 621. Subject to survey.</p>	Subject to the conservation covenant referred to in clause 9.1.58.
Former Works Depot, Waimamaku	As shown on SO 359165	<p>North Auckland Land District – Far North District</p> <p>9315 m², more or less, being Lot 1 DP 167732. All Computer Freehold Register NA101D/107.</p>	Subject to unregistered lease to Emi Mereta Roo Vakatini

TE ROROA DEED OF SETTLEMENT: SCHEDULES
2: CULTURAL REDRESS PROPERTIES: DESCRIPTIONS

Waipoua Forest Cultural Redress Properties

Name of Site	Description	Encumbrances
Waiotane	As shown marked green and referred to by this site name on SO 354588	Subject to a conservation covenant defined as "Y" on DP 155132 (North Auckland Land District) and referred to in Clause 9.3.1
Huaki	As shown marked green and referred to by this site name on SO 354588	Subject to a conservation covenant defined as "Z" on DP 155132 (North Auckland Land District) and referred to in Clause 9.3.1
River Road	As shown marked green and referred to by this site name on SO 354588	Subject to a conservation covenant defined as "U" and "V" on DP 155131 (North Auckland Land District) and referred to in Clause 9.3.1
Tekateka	As shown marked green and referred to by this site name on SO 354588	Subject to a conservation covenant defined as "X" and "W" on DP 155131 (North Auckland Land District) and referred to in Clause 9.3.1
Pukenuiorongo	As shown marked green and referred to by this site name on SO 354588	
Oneroa	As shown marked green and referred to by this site name on SO 354588	
Northern Contiguous Area	As shown marked green and referred to by this site name on SO 354588	
Southern Contiguous Area	As shown marked green and referred to by this site name on SO 354588	
Whangamoia	As shown marked green and referred to by this site name on SO 354588	

**PART 2: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

**(Clauses 9.1.14(a), 9.1.25, 9.1.29, 9.1.33, 9.1.42, 9.1.48(a),
9.1.52(a) and 9.1.58)**

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

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

1.2 For avoidance of doubt:

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

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

2 OBJECTIVE OF THE COVENANT

2.1 The Land must be managed so as to preserve the Reserve Values existing at the date of this covenant.

3 IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties, with such agreement not to be unreasonably withheld, the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock, apart from any areas grazed at the date of this covenant;

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 subject to clause 3.2.6, 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 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;

3.1.8 any other activity which might have an adverse effect on the Reserve Values;

3.1.9 subject to clause 3.2.7, any prospecting or mining for minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.10 subject to clause 3.2.7, the erection of utility transmission lines across the Land.

3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:

3.2.1 taking all reasonable steps to 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 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;

3.2.3 taking all reasonable steps to keep the Land free from exotic tree species;

Owner

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

- 3.2.4 taking all reasonable steps to 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 agreement (which shall not be unreasonably withheld) 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 onto the Land, to examine and record the condition of the Land, or to ascertain whether the provisions of this Covenant are being observed;
 - 3.2.6 taking all reasonable steps to keep all Fences on the boundary of the Land in good order and condition;
 - 3.2.7 complying 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.
- 3.4 Notwithstanding clauses 3.2.1, 3.2.3, and 3.2.6, the Minister will pay the Owner a proportionate share of:
- (a) the repair or maintenance of fences on the Land if the work has first been approved by the Minister (which approval must not be withheld unreasonably);
 - (b) the eradication or control of all animal and plant pests, and the removal of exotic tree species if:
 - (i) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and
 - (ii) the Minister has first approved the work (which approval is not to be withheld unreasonably).

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 4.1 The Minister must:
- 4.1.1 have regard to the objective specified in clause 2.1 when considering any requests for approval under this Covenant.
 - 4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary or otherwise take steps to rectify any other damage which may have resulted in the course of the Minister, the Director-General's employees or contractors or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.
- 4.2 The Minister may:

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

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

5 JOINT OBLIGATIONS

5.1 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 objective set out in clause 2 including the Minister preparing, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6 DURATION OF COVENANT

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

7 CONSENTS

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

8 MISCELLANEOUS MATTERS

8.1 Rights

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

8.2 Trespass Act:

8.2.1 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;

8.2.2 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.

8.3 Reserves Act

8.3.1 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.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

8.4 Title

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

8.5 Acceptance of Covenant

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

8.6 Fire

8.6.1 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.

8.6.2 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:

8.6.2.1 requested to do so; or

8.6.2.2 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.

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

9 DEFAULT

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

9.1.1 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

9.1.2 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.

9.2 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:

9.3 Advise the defaulting party of the default.

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

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

10 DISPUTE RESOLUTION PROCESSES

10.1 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.

10.2 Mediation

10.2.1 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;

10.2.2 if the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

10.3 Failure of Mediation

10.3.1 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;

10.3.2 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 District Law Society in the region in which the Land is situated;

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

11 NOTICES

11.1 A 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

11.2 A notice given in accordance with clause 12.1 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.

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

12 SPECIAL CONDITIONS

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

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

Signed by _____ exercising his/her)
powers under section 117 of the Reserves Act 1977)
as designated Commissioner and acting for and on)
behalf of the Minister of Conservation)
in the presence of :)

Witness: _____

Address : _____

Occupation: _____

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES

SCHEDULE 1

Description of Land:

North Auckland Land District – Far North District

[11.5 hectares, approximately, being Part Legal Road, Section 2 and Part Sections 3, 6, 7 and 16 Block I Waipoua Suvey District and Part Waipoua Block. Parts Gazette 1933 page 1215, Gazette 1950 page 186 and Gazette 1981 page 2995. Subject to survey. As shown on SO 354569]

Reserve Values of Land to be Protected:

The natural values represented by the Muriwai Stream wetland habitat and the indigenous flora and fauna on the land. The wetland contains very little surface water and is densely vegetated with toe toe, manuka, mingimingi, *Cassinia leptophylla*, jointed rush, flax, and *Coprosma acerosa*, raupo, hangehange and dense swards of sedges. The margins contain raupo and manuka, and further areas of dense manuka with hangehange, mamaku, and mingimingi. The large sundew is common under the dense cover. The swamp is important for the more secretive birds such as bittern and spotless crane rather than waterfowl such as ducks. Other bird fauna includes fern bird, tui, harrier hawk, grey warbler, pukeko and piwakawaka..

The historic values represented by the historical and archaeological sites on the land.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

SCHEDULE 2¹

Address for Service

The address for service of the Owner is:

[Governance Entity]

The address for service of the Minister is:

[Kauri Coast Area Office]

¹ Note: Insert street addresses rather than P O Boxes. Include facsimile numbers.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

SCHEDULE 3

Special Conditions

The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.

The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
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 77 of the
Reserves Act 1977

to

MINISTER OF CONSERVATION

**Legal Services
Department of Conservation**

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

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

1.2 For avoidance of doubt:

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

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

2 OBJECTIVE OF THE COVENANT

2.1 The Land must be managed so as to preserve the Reserve Values existing at the date of this Covenant.

3 IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties, with such agreement not to be unreasonably withheld, the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock, apart from any areas grazed at the date of this covenant;

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 subject to clause 3.2.6, 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 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;

3.1.8 any other activity which might have an adverse effect on the Reserve Values;

3.1.9 subject to clause 3.2.7, any prospecting or mining for minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.10 subject to clause 3.2.7, the erection of utility transmission lines across the Land.

3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:

3.2.1 taking all reasonable steps to 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 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;

3.2.3 taking all reasonable steps to keep the Land free from exotic tree species;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

- 3.2.4 taking all reasonable steps to 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 agreement (which shall not be unreasonably withheld) 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 onto the Land, to examine and record the condition of the Land, or to ascertain whether the provisions of this Covenant are being observed;
- 3.2.6 taking all reasonable steps to keep all Fences on the boundary of the Land in good order and condition;
- 3.2.7 complying 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.
- 3.4 Notwithstanding clauses 3.2.1, 3.2.3, and 3.2.6, the Minister will pay the Owner a proportionate share of:
- (a) the repair or maintenance of fences on the Land if the work has first been approved by the Minister (which approval must not be withheld unreasonably);
- (b) the eradication or control of all animal and plant pests, and the removal of exotic tree species if:
- (i) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and
- (ii) the Minister has first approved the work (which approval is not to be withheld unreasonably).

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 4.1 The Minister must:
- 4.1.1 have regard to the objective specified in clause 2.1 when considering any requests for approval under this Covenant.
- 4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary or otherwise take steps to rectify any other damage which may have resulted in the course of the Minister, the Director-General's employees or contractors or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.
- 4.2 The Minister may:
- 4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1 subject to any

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

financial, statutory or other constraints which may apply to the Minister from time to time;

4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.1.

5 JOINT OBLIGATIONS

5.1 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 objective set out in clause 2 including preparing, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6 DURATION OF COVENANT

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

7 CONSENTS

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

8 MISCELLANEOUS MATTERS

8.1 Rights

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

8.2 Trespass Act:

8.2.1 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;

8.2.2 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.

8.3 Reserves Act

8.3.1 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.

8.4 Title

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

8.5 Acceptance of Covenant

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

8.6 Fire

8.6.1 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.

8.6.2 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:

8.6.2.1 requested to do so; or

8.6.2.2 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.

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

9 DEFAULT

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

9.1.1 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

9.1.2 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.

9.2 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:

9.3 Advise the defaulting party of the default.

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

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

10 DISPUTE RESOLUTION PROCESSES

10.1 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.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

10.2 Mediation

10.2.1 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;

10.2.2 if the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

10.3 Failure of Mediation

10.3.1 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;

10.3.2 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 District Law Society in the region in which the Land is situated;

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

11 NOTICES

11.1 A 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

11.2 A notice given in accordance with clause 12.1 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.

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

12 SPECIAL CONDITIONS

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

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

Signed by _____ exercising his/her)
powers under section 117 of the Reserves Act 1977)
as designated Commissioner and acting for and on)
behalf of the Minister of Conservation)
in the presence of :)

Witness: _____

Address : _____

Occupation. _____

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES

SCHEDULE 1

Description of Land:

North Auckland Land District – Far North District
[3.4 hectares, approximately, being Part Section 1 Block V Waipoua Survey District.
Part Gazette 1948 page 298. Subject to survey. As shown on SO 354571.]

Reserve Values of Land to be Protected:

The natural values represented by the indigenous flora and fauna on the land. The indigenous vegetation of the lake fringes is manuka dominated, and contains a fringe of *Baumea articulata*. The flora includes birdlife (e.g. kingfisher, fantail, grey warbler) and invertebrates such as freshwater native leeches.

The historic values represented by the historical and archaeological sites on the land.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

SCHEDULE 2¹

Address for Service

The address for service of the Owner is:

[Governance Entity]

The address for service of the Minister is:

[Kauri Coast Area Office]

¹ Note: Insert street addresses rather than P O Boxes. Include facsimile numbers.

Handwritten initials/signature

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

SCHEDULE 3

Special Conditions

The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.

The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
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 77 of the
Reserves Act 1977

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

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

1.2 For avoidance of doubt:

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

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

2 OBJECTIVE OF THE COVENANT

2.1 The Land must be managed so as to preserve the Reserve Values existing at the date of this Covenant.

3 IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties, with such agreement not to be unreasonably withheld, the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock, apart from any areas grazed at the date of this covenant;

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 subject to clause 3.2.6, 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 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;

3.1.8 any other activity which might have an adverse effect on the Reserve Values;

3.1.9 subject to clause 3.2.7, any prospecting or mining for minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.10 subject to clause 3.2.7, the erection of utility transmission lines across the Land.

3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:

3.2.1 taking all reasonable steps to 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 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;

3.2.3 taking all reasonable steps to keep the Land free from exotic tree species;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

- 3.2.4 taking all reasonable steps to 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 agreement (which shall not be unreasonably withheld) 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 onto the Land, to examine and record the condition of the Land, or to ascertain whether the provisions of this Covenant are being observed;
 - 3.2.6 taking all reasonable steps to keep all Fences on the boundary of the Land in good order and condition;
 - 3.2.7 complying 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.
- 3.4 Notwithstanding clauses 3.2.1, 3.2.3, and 3.2.6, the Minister will pay the Owner a proportionate share of:
- (a) the repair or maintenance of fences on the Land if the work has first been approved by the Minister (which approval must not be withheld unreasonably);
 - (b) the eradication or control of all animal and plant pests, and the removal of exotic tree species if:
 - (i) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and
 - (ii) the Minister has first approved the work (which approval is not to be withheld unreasonably).

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 4.1 The Minister must:
- 4.1.1 have regard to the objective specified in clause 2.1 when considering any requests for approval under this Covenant.
 - 4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary or otherwise take steps to rectify any other damage which may have resulted in the course of the Minister, the Director-General's employees or contractors or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.
- 4.2 The Minister may:

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.1.

5 JOINT OBLIGATIONS

5.1 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 objective set out in clause 2 including preparing, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6 DURATION OF COVENANT

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

7 CONSENTS

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

8 MISCELLANEOUS MATTERS

8.1 Rights

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

8.2 Trespass Act:

8.2.1 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;

8.2.2 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.

8.3 Reserves Act

8.3.1 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.

8.4 Title

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

8.5 Acceptance of Covenant

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

8.6 Fire

8.6.1 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.

8.6.2 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:

8.6.2.1 requested to do so; or

8.6.2.2 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.

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

9 DEFAULT

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

9.1.1 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

9.1.2 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.

9.2 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:

9.3 Advise the defaulting party of the default.

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

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

10 DISPUTE RESOLUTION PROCESSES

10.1 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.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

10.2 Mediation

10.2.1 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;

10.2.2 if the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

10.3 Failure of Mediation

10.3.1 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;

10.3.2 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 District Law Society in the region in which the Land is situated;

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

11 NOTICES

11.1 A 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

11.2 A notice given in accordance with clause 12.1 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.

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

12 SPECIAL CONDITIONS

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

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

Signed by _____ exercising his/her)
powers under section 117 of the Reserves Act 1977)
as designated Commissioner and acting for and on)
behalf of the Minister of Conservation)
in the presence of :)

Witness: _____

Address : _____

Occupation: _____

CW 4

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

SCHEDULE 1

Description of Land:

North Auckland Land District – Kaipara District
[18.2 hectares, approximately, being Part Section 1 Block VI Waipoua Survey District.
Part Gazette 1948 page 298. Subject to survey. As shown on SO 354572.]

Reserve Values of Land to be Protected:

The natural values represented by the indigenous flora and fauna on the land. The vegetation on the fringes of the two small dune lakes is dominated by raupo and dense swards of sedges. The dense lake margins are important habitat for birdlife such as bittern and spotless crane. Other birdlife present includes grey duck, New Zealand dabchick.

The historic values represented by the historical and archaeological sites on the land.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

SCHEDULE 2¹

Address for Service

The address for service of the Owner is:

[Governance Entity]

The address for service of the Minister is:

[Kauri Coast Area Office]

¹ Note: Insert street addresses rather than P O Boxes. Include facsimile numbers.

OK

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

SCHEDULE 3

Special Conditions

The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.

The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.

Ch - 8

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
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 77 of the
Reserves Act 1977

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

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

1.2 For avoidance of doubt:

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

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

2 OBJECTIVE OF THE COVENANT

2.1 The Land must be managed so as to preserve the Reserve Values existing at the date of this Covenant.

3 IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties, with such agreement not to be unreasonably withheld, the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock, apart from any areas grazed at the date of this covenant;

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 subject to clause 3.2.6, 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 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;

3.1.8 any other activity which might have an adverse effect on the Reserve Values;

3.1.9 subject to clause 3.2.7, any prospecting or mining for minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.10 subject to clause 3.2.7, the erection of utility transmission lines across the Land.

3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:

3.2.1 taking all reasonable steps to 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 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;

3.2.3 taking all reasonable steps to keep the Land free from exotic tree species;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

- 3.2.4 taking all reasonable steps to 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 agreement (which shall not be unreasonably withheld) 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 onto the Land, to examine and record the condition of the Land, or to ascertain whether the provisions of this Covenant are being observed;
- 3.2.6 taking all reasonable steps to keep all Fences on the boundary of the Land in good order and condition;
- 3.2.7 complying 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.
- 3.4 Notwithstanding clauses 3.2.1, 3.2.3, and 3.2.6, the Minister will pay the Owner a proportionate share of:
- (a) the repair or maintenance of fences on the Land if the work has first been approved by the Minister (which approval must not be withheld unreasonably);
- (b) the eradication or control of all animal and plant pests, and the removal of exotic tree species if:
- (i) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and
- (ii) the Minister has first approved the work (which approval is not to be withheld unreasonably).

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 4.1 The Minister must:
- 4.1.1 have regard to the objective specified in clause 2.1 when considering any requests for approval under this Covenant.
- 4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary or otherwise take steps to rectify any other damage which may have resulted in the course of the Minister, the Director-General's employees or contractors or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.
- 4.2 The Minister may:

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

- 4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;
- 4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.1.

5 JOINT OBLIGATIONS

- 5.1 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 objective set out in clause 2 including preparing, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6 DURATION OF COVENANT

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

7 CONSENTS

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

8 MISCELLANEOUS MATTERS

8.1 Rights

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

8.2 Trespass Act:

- 8.2.1 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;
- 8.2.2 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.

8.3 Reserves Act

- 8.3.1 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.

8.4 Title

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

8.5 Acceptance of Covenant

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

8.6 Fire

8.6.1 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.

8.6.2 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:

8.6.2.1 requested to do so; or

8.6.2.2 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.

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

9 DEFAULT

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

9.1.1 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

9.1.2 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.

9.2 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:

9.3 Advise the defaulting party of the default.

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

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

10 DISPUTE RESOLUTION PROCESSES

10.1 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,

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

10.2 Mediation

10.2.1 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;

10.2.2 if the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

10.3 Failure of Mediation

10.3.1 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;

10.3.2 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 District Law Society in the region in which the Land is situated;

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

11 NOTICES

11.1 A 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

11.2 A notice given in accordance with clause 12.1 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.

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

12 SPECIAL CONDITIONS

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

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

Signed by _____ exercising his/her)
powers under section 117 of the Reserves Act 1977)
as designated Commissioner and acting for and on)
behalf of the Minister of Conservation)
in the presence of :)

Witness: _____

Address : _____

Occupation: _____

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

SCHEDULE 1

Description of Land:

North Auckland Land District – Far North District
[34.0 hectares, approximately, being Part Section 1 Block VI Waipoua Survey District. Part Gazette 1948 page 298. Subject to survey. As shown on SO 354575.]

Reserve Values of Land to be Protected:

The natural values represented by the Muriwai Stream wetland habitat and the indigenous flora and fauna on the land. The wetland contains very little surface water and is densely vegetated with toe toe, manuka, mingimingi, *Cassinia leptophylla*, jointed rush, flax, and *Coprosma acerosa*, raupo, hangehange and dense swards of sedges. The margins contain raupo and manuka, and further areas of dense manuka with hangehange, mamaku, and mingimingi. The large sundew is common under the dense cover. The swamp is important for the more secretive birds such as bittern and spotless crane rather than waterfowl such as ducks. Other bird fauna includes fern bird, tui, harrier hawk, grey warbler, pukeko and piwakawaka..

The historic values represented by the historical and archaeological sites on the land.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

SCHEDULE 2¹

Address for Service

The address for service of the Owner is:

[Governance Entity]

The address for service of the Minister is:

[Kauri Coast Area Office]

¹ Note: Insert street addresses rather than P O Boxes. Include facsimile numbers.

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

SCHEDULE 3

Special Conditions

The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.

The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
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 77 of the
Reserves Act 1977

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

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

1.2 For avoidance of doubt:

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

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

2 OBJECTIVE OF THE COVENANT

2.1 The Land must be managed so as to preserve the Reserve Values existing at the date of this Covenant.

3 IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties, with such agreement not to be unreasonably withheld, the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock, apart from any areas grazed at the date of this covenant;

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 subject to clause 3.2.6, 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 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;

3.1.8 any other activity which might have an adverse effect on the Reserve Values;

3.1.9 subject to clause 3.2.7, any prospecting or mining for minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.10 subject to clause 3.2.7, the erection of utility transmission lines across the Land.

3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:

3.2.1 taking all reasonable steps to 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 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;

3.2.3 taking all reasonable steps to keep the Land free from exotic tree species;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

- 3.2.4 taking all reasonable steps to 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 agreement (which shall not be unreasonably withheld) 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 onto the Land, to examine and record the condition of the Land, or to ascertain whether the provisions of this Covenant are being observed;
 - 3.2.6 taking all reasonable steps to keep all Fences on the boundary of the Land in good order and condition;
 - 3.2.7 complying 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.
- 3.4 Notwithstanding clauses 3.2.1, 3.2.3, and 3.2.6, the Minister will pay the Owner a proportionate share of:
- (a) the repair or maintenance of fences on the Land if the work has first been approved by the Minister (which approval must not be withheld unreasonably);
 - (b) the eradication or control of all animal and plant pests, and the removal of exotic tree species if:
 - (i) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and
 - (ii) the Minister has first approved the work (which approval is not to be withheld unreasonably).

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 4.1 The Minister must:
- 4.1.1 have regard to the objective specified in clause 2.1 when considering any requests for approval under this Covenant.
 - 4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary or otherwise take steps to rectify any other damage which may have resulted in the course of the Minister, the Director-General's employees or contractors or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.
- 4.2 The Minister may:

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.1.

5 JOINT OBLIGATIONS

5.1 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 objective set out in clause 2 including preparing, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6 DURATION OF COVENANT

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

7 CONSENTS

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

8 MISCELLANEOUS MATTERS

8.1 Rights

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

8.2 Trespass Act:

8.2.1 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;

8.2.2 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.

8.3 Reserves Act

8.3.1 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.

8.4 Title

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

8.5 Acceptance of Covenant

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

8.6 Fire

8.6.1 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.

8.6.2 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:

8.6.2.1 requested to do so; or

8.6.2.2 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.

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

9 DEFAULT

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

9.1.1 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

9.1.2 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.

9.2 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:

9.3 Advise the defaulting party of the default.

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

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

10 DISPUTE RESOLUTION PROCESSES

10.1 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.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

10.2 Mediation

10.2.1 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;

10.2.2 if the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

10.3 Failure of Mediation

10.3.1 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;

10.3.2 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 District Law Society in the region in which the Land is situated;

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

11 NOTICES

11.1 A 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

11.2 A notice given in accordance with clause 12.1 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.

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

12 SPECIAL CONDITIONS

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

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

Signed by _____ exercising his/her)
powers under section 117 of the Reserves Act 1977)
as designated Commissioner and acting for and on)
behalf of the Minister of Conservation)
in the presence of :)

Witness: _____

Address : _____

Occupation: _____

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

SCHEDULE 1

Description of Land:

North Auckland Land District – Far North District

[100.0 hectares, approximately, being Part Waipoua Block and Part Section 1 Block II Waipoua Survey District. Part Gazette 1933 page 1215 and Part Gazette 1948 page 298. Subject to survey. As shown on SO 354579]

Reserve Values to be protected:

The natural values represented by the remnant indigenous forest within the land, including the vegetative cover (mature podocarp/kauri forest) on the riparian margins of the Waipoua River.

The wildlife values represented by the indigenous invertebrate fauna and indigenous birdlife on the land.

The historic values represented by the historical and archaeological sites on the land.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

SCHEDULE 2

Address for Service¹

The address for service of the Owner is:

[Governance Entity]

The address for service of the Minister is:

[Kauri Coast Area Office]

¹ Note: Insert street addresses rather than P O Boxes. Include facsimile numbers.

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

SCHEDULE 3

Special Conditions

The Owner may authorise members of Te Roroa to remove medicinal plant material and traditional plant foods and fibres from the land, but in granting such authorisations shall ensure that any impact on the Reserve Values are minimised.

The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.

The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
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 77 of the
Reserves Act 1977

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES

on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.

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

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

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

2 OBJECTIVES OF THE COVENANT

- 2.1 The Land must be managed:
 - 2.1.1 for Conservation Purposes;
 - 2.1.2 so as to preserve the Reserves Values existing at the date of this covenant;
 - 2.1.3 to provide, subject to this Covenant (including the special conditions in Schedule 3), freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3 IMPLEMENTATION OF OBJECTIVES

- 3.1 Unless agreed in writing by the parties, with such agreement not to be unreasonably withheld, the Owner must not carry out or permit on or in relation to the Land:
 - 3.1.1 grazing of the Land by livestock apart from areas grazed at the date of this covenant;
 - 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 subject to clause 3.2.6, 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;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

- 3.1.6 any cultivation, earth works or other soil disturbances;
 - 3.1.7 any action which will cause deterioration in the natural flow, supply, quantity, or quality of the water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.8 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;
 - 3.1.9 subject to clause 3.2.7, any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.10 subject to clause 3.2.7, the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 taking all reasonable steps to 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 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;
 - 3.2.3 taking all reasonable steps to keep the Land free from exotic tree species;
 - 3.2.4 taking all reasonable steps to 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 agreement 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 taking all reasonable steps to keep all Fences on the boundary of the Land in good order and condition; and
 - 3.2.7 complying 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.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

- 3.4 Notwithstanding clauses 3.2.1, 3.2.3, and 3.2.6, the Minister will pay the Owner a proportionate share of:
- (a) the repair or maintenance of fences on the Land if the work has first been approved by the Minister (which approval must not be withheld unreasonably);
 - (b) the eradication or control of all animal and plant pests, and the removal of exotic tree species if:
 - (i) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and
 - (ii) the Minister has first approved the work (which approval is not to be withheld unreasonably).

4 PUBLIC ACCESS

- 4.1 The Owner must, subject to this Covenant (including the special conditions set out in Schedule 3), permit the public to enter upon the Land.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 5.1 The Minister must:

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

- 5.2 The Minister may:

- 5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;
- 5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6 JOINT OBLIGATIONS

- 6.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2, including the Minister preparing, in consultation with the Owner, a joint plan for the management of the Land to implement those objectives.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

7 DURATION OF COVENANT

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

8 CONSENTS

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

9 MISCELLANEOUS MATTERS

9.1 Rights

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

9.2 Trespass Act:

9.2.1 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;

9.2.2 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.

9.3 Reserves Act

9.3.1 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.

9.4 Titles

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

9.5 Acceptance of Covenant

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

9.6 Fire

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

9.6.2 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 DEFAULT

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

10.1.1 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

10.1.2 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.

10.2 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:

10.2.1 advise the defaulting party of the default;

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

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

11 DISPUTE RESOLUTION PROCESSES

11.1 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.

11.2 Mediation

11.2.1 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 them;

11.2.2 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is located is to appoint the mediator.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

11.3 Failure of Mediation

11.3.1 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;

11.3.2 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 District Law Society in the region in which the Land is located;

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

12 NOTICES

12.1 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.

12.2 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.

12.3 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.

13 SPECIAL CONDITIONS

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

13.2 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: _____

Handwritten initials 'CW' and a flourish.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES

Signed by _____ 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: _____



2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES

SCHEDULE 1

Description of Land:

North Auckland Land District – Kaipara District.
[152.0 hectares, approximately, being Part Waipoua Block. Part Gazette 19484 page 1432. Subject to survey. As shown on SO 354582].

Conservation Values to be protected:

The intrinsic value of natural resources, represented by a complete cover of indigenous vegetation which needs to be allowed to grow in its natural state. Mature forest is characterised by Kauri/Taraire and Kauri/taraire/towai/kohekohe associations which cover the majority of the slopes to the west and north of the Lookout Road. Adjacent to this road which delineates the eastern boundary of the land, the vegetation is characterised by Towai- manuka/kiokio-bracken and Manuka-dracophyllum/gleichenia fern shrublands. The southern area bounded by the Lookout Road and Katui Road while sharing the same underlying plant associations was logged in the 1940's and therefore large emergent Kauri is absent.

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

Reserve Values to be protected:

The natural, amenity and landscape values represented by the vegetation cover on the land.

The wildlife values represented by the indigenous invertebrate fauna and indigenous birdlife (including kiwi, kukupa, tui and piwakawaka) on the land.

The historic values represented by the historical and archaeological sites on the land.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

SCHEDULE 2

Address for Service¹

The address for service of the Owner is:

[The Governance Entity.]

The address for service of the Minister is:

[Kauri Coast Area Office.]

¹ Note: Insert street addresses rather than P O Boxes. Include facsimile numbers.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

SCHEDULE 3

Special Conditions

The Owner may authorise members of Te Roroa to remove medicinal plant material and traditional plant foods and fibres from the land, but in granting such authorisations shall ensure that any impact on the Natural Values are minimised.

The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.

The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.

The Owner may restrict public access to certain parts of the land in order to protect wāhi tapu, the Conservation Values or the Reserve Values, or for the purposes of public safety.

Unless otherwise agreed, the Owner must permit public access over the lookout track on its present route or on such an alternative route as may be agreed between the Owner and the Minister.

The Minister will maintain the lookout track to facilitate its safe use.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES

GRANT of

Correct for the purposes of the
Land Transfer Act 1952

CONSERVATION COVENANT

Solicitor for the Minister

Under Section 27 of the
Conservation Act 1987

to

MINISTER OF CONSERVATION

Solicitor
Department of Conservation

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

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

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

- 2.1.1 for Conservation Purposes;
- 2.1.2 so as to preserve the Reserves Values existing as at the date of this covenant;
- 2.1.3 to provide, subject to this Covenant (including the special conditions in Schedule 3), freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3 IMPLEMENTATION OF OBJECTIVES

3.1 Unless agreed in writing by the parties, with such agreement not to be unreasonably withheld, the Owner must not carry out or permit on or in relation to the Land:

- 3.1.1 grazing of the Land by livestock apart from areas grazed at the date of this covenant;
- 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 subject to clause 3.2.6, 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;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

- 3.1.7 any action which will cause deterioration in the natural flow, supply, quantity, or quality of the water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.8 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;
 - 3.1.9 subject to clause 3.2.7, any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.10 subject to clause 3.2.7, the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 taking all reasonable steps to 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 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;
 - 3.2.3 taking all reasonable steps to keep the Land free from exotic tree species;
 - 3.2.4 taking all reasonable steps to 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 agreement 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 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 taking all reasonable steps to keep all Fences on the boundary of the Land in good order and condition; and
 - 3.2.7 complying 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.
- 3.4 Notwithstanding clauses 3.2.1, 3.2.3, and 3.2.6, the Minister will pay the Owner a proportionate share of:

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

- (a) the repair or maintenance of fences on the Land if the work has first been approved by the Minister (which approval must not be withheld unreasonably);
- (b) the eradication or control of all animal and plant pests, and the removal of exotic tree species if:
 - (i) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and
 - (ii) the Minister has first approved the work (which approval is not to be withheld unreasonably).

4 PUBLIC ACCESS

- 4.1 The Owner must, subject to this Covenant (including the special conditions set out in Schedule 3), permit the public to enter upon the Land.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 5.1 The Minister must:

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

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

- 5.2 The Minister may:

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

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

6 JOINT OBLIGATIONS

- 6.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2, including the Minister preparing, in consultation with the Owner, a joint plan for the management of the Land to implement those objectives.

7 DURATION OF COVENANT

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

8 CONSENTS

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

9 MISCELLANEOUS MATTERS

9.1 Rights

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

9.2 Trespass Act:

9.2.1 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;

9.2.2 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.

9.3 Reserves Act

9.3.1 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.

9.4 Titles

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

9.5 Acceptance of Covenant

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

9.6 Fire

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

9.6.2 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:

9.6.2.1 requested to do so; or

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

9.6.2.2 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 DEFAULT

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

10.1.1 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

10.1.2 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.

10.2 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:

10.2.1 advise the defaulting party of the default;

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

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

11 DISPUTE RESOLUTION PROCESSES

11.1 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.

11.2 Mediation

11.2.1 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 them;

11.2.2 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is located is to appoint the mediator.

11.3 Failure of Mediation

11.3.1 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;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

11.3.2 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 District Law Society in the region in which the Land is located;

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

12 NOTICES

12.1 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.

12.2 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.

12.3 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.

13 SPECIAL CONDITIONS

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

13.2 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: _____

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

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: _____

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES

SCHEDULE 1

Description of Land:

North Auckland Land District – Kaipara District
509.1808 hectares, more or less, being Section 29 Block X and Part Section 1 and
Section 3 Block XII Waipoua Survey District and Lot 1 DP 118137. Balance CT
NA1181/59 and all C'sT NA1181/60 and NA67D/963. [As shown on SO 354581.]

Conservation Values to be protected:

The intrinsic value of natural resources, represented by a cover of indigenous vegetation which needs to be allowed to grow in its natural state. The reserve is very diverse floristically with a representation of habitats from coastal margin to podocarp-hardwood to cliff top. The coastal cliffs are dominated by pohutukawa forest with significant areas of flax. The remaining area containing podocarp-broadleaf forest with some kauri. Mature forest is dominated by taraire, while kohekohe and karaka occur less frequently. Several significant plants are found including *Hebe speciosa*, *Leptinella rotunda*, and *Fuchsia procumbens*. This is one of the only west coast sites in Northland for *Chionocloa bromoides* or coastal snow tussock. The forest and shrub lands are home to a wide range of indigenous and introduced bird and invertebrate fauna.

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

Reserve Values to be protected:

The landscape amenity of Maunganui Bluff as a prominent landscape feature with spectacular coastal cliffs.

The wildlife values represented by the indigenous invertebrate fauna and indigenous birdlife (including North Island Brown Kiwi, tui, piwakawaka, tomtit, pied shag, kingfisher, morepork, pied and black shags) on the land.

The historic values represented by the historical and archaeological sites on the land.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

SCHEDULE 2

Address for Service¹

The address for service of the Owner is:

[Governance Entity]

The address for service of the Minister is:

[Kauri Coast Area Office]

¹ Note: Insert street addresses rather than P O Boxes. Include facsimile numbers.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

SCHEDULE 3

Special Conditions

The Owner may authorise members of Te Roroa to remove medicinal plant material and traditional plant foods and fibres from the land, but in granting such authorisations shall ensure that any impact on the Conservation Values and Reserve Values are minimised.

The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.

The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.

The Owner may restrict public access to certain parts of the land in order to protect wāhi tapu, the Conservation Values or the Reserve Values, or for the purposes of public safety.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
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

to

MINISTER OF CONSERVATION

**Legal Services
Department of Conservation**

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

"Covenant"	means this Deed of Covenant made under section 27 of the Act.
"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.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

2 OBJECTIVE OF THE COVENANT

2.1 The Land must be managed:

2.1.1 for Conservation Purposes.

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

3 IMPLEMENTATION OF OBJECTIVES

3.1 Unless agreed in writing by the parties, with such agreement not to be unreasonably withheld, the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock, apart from any areas grazed at the date of this covenant;

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 subject to clause 3.2.6, 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 and pests;

3.1.6 any cultivation, earth works or other soil disturbances;

3.1.7 any action which will cause deterioration in the natural flow, supply, quantity, or quality of the water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;

3.1.8 any other activity which might have an adverse effect on the Conservation Values;

3.1.9 subject to clause 3.2.7, any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.10 subject to clause 3.2.7, the erection of utility transmission lines across the Land.

3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:

3.2.1 taking all reasonable steps to 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 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

- 3.2.3 taking all reasonable steps to keep the Land free from exotic tree species;
 - 3.2.4 taking all reasonable steps to 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 agreement (which shall not be unreasonably withheld) 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 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 taking all reasonable steps to keep all Fences on the boundary of the Land in good order and condition; and,
 - 3.2.7 complying 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.
- 3.4 Notwithstanding clauses 3.2.1, 3.2.3, and 3.2.6, the Minister will pay the Owner a proportionate share of:
- (a) the repair or maintenance of fences on the Land if the work has first been approved by the Minister (which approval must not be withheld unreasonably);
 - (b) the eradication or control of all animal and plant pests, and the removal of exotic tree species if:
 - (i) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and
 - (ii) the Minister has first approved the work (which approval is not to be withheld unreasonably).

4 PUBLIC ACCESS

- 4.1 Unless otherwise agreed in writing by the parties, the Owner must, subject to this Covenant, permit the public to enter upon the Land.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 5.1 The Minister must:
- 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

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

5.2 The Minister may:

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

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

6 JOINT OBLIGATIONS

6.1 The Owner or the Minister may, by mutual agreement, carry out any work or activity or improvement, or take any action either jointly or individually better to achieve the objectives set out in clause 2 including preparing, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

7 DURATION OF COVENANT

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

8 CONSENTS

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

9 MISCELLANEOUS MATTERS

9.1 Rights

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

9.2 Trespass Act

9.2.1 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;

9.2.2 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.

9.3 Titles

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

9.4 Acceptance of Covenant

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

9.5 Fire

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

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

9.5.2.1 requested to do so; or

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

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

10 DEFAULT

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

10.1.1 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

10.1.2 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.

10.2 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:

10.2.1 advise the defaulting party of the default;

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

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

11 DISPUTE RESOLUTION PROCESSES

11.1 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,

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED CULTURAL REDRESS PROPERTIES

attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

11.2 Mediation

11.2.1 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 them;

11.2.2 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is located is to appoint the mediator.

11.3 Failure of Mediation

11.3.1 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;

11.3.2 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 District Law Society in the region in which the Land is located;

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

12 NOTICES

12.1 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.

12.2 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.

12.3 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.

13 SPECIAL CONDITIONS

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

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

Signed by _____)
acting under a written delegation from the Minister of
Conservation in the presence of : _____)
_____)

Witness: _____

Address : _____

Occupation: _____

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

SCHEDULE 1

Description of Land:

North Auckland Land District – Kaipara District

[10.1 hectares, approximately, being Part Section 9 Block I Kaiwi Survey District. Part Gazette 1876 page 621. Subject to survey. As shown on SO 354585.]

Conservation Values to be protected:

The intrinsic natural value of the land with regard to the coastal landscape and the Ureti Stream.

The intrinsic recreational value of the land, and in particular the right of the public to camp on the land.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

SCHEDULE 2

Address for Service¹

The address for service of the Owner is:

[Governance Entity]

The address for service of the Minister is:

[Kauri Coast Area Office]

¹ Note: Insert street addresses rather than P O Boxes. Include facsimile numbers.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

**2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
CULTURAL REDRESS PROPERTIES**

SCHEDULE 3

Special Conditions

The Owner shall permit the public to camp on the land, subject to:

- 1 any reasonable restrictions to ensure that camping does not exceed the maximum capacity of the land;
- 2 any reasonable rules to manage the impact of camping on the environment;
- 3 the setting by the Owner of a reasonable fee for any services provided.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

2: CULTURAL REDRESS PROPERTIES: CONSERVATION COVENANTS FOR VESTED
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

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

SCHEDULE 3

TOHEROA QUOTA RFR DEED

(Clause 10.1)

Cher

TE ROROA DEED OF SETTLEMENT: SCHEDULES

3: TOHEROA QUOTA RFR DEED

DEED GRANTING A RIGHT OF FIRST REFUSAL OVER TOHEROA QUOTA

THIS DEED is made

BETWEEN

[Insert the trustees of [name] Trust or other name of the [Governance Entity] (as appropriate)] (the "Governance Entity")

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Fisheries (the "Crown")

BACKGROUND

- A. Te Roroa and the Crown are parties to a deed of settlement (the "Deed of Settlement") to settle the Historical Claims of Te Roroa dated *[Insert the date of the Deed of Settlement]*.
- B. It was agreed under the Deed of Settlement that (if the Deed of Settlement became unconditional) the Crown and the *[Governance Entity]* would enter into this Deed.
- C. The *[Insert the short title of the Settlement Legislation]* (the "Settlement Act") has come into force and the Deed of Settlement has become unconditional.

IT IS AGREED as follows:

1. THIS DEED APPLIES IF THE MINISTER SETS TOHEROA TACC

- 1.1 This Deed applies if the Minister of Fisheries under the Fisheries Act 1996:
 - 1.1.1 declares Toheroa to be subject to the Quota Management System; and
 - 1.1.2 sets a Total Allowable Commercial Catch (a "TACC") for Toheroa for a Quota Management Area that includes some or all of the coastline of the Toheroa Quota RFR Area (an "Applicable Toheroa TACC").

2. THIS DEED APPLIES ONLY TO QUOTA ALLOCATED TO THE CROWN UNDER AN APPLICABLE TOHEROA TACC

- 2.1 This Deed applies only to Quota ("Applicable Toheroa Quota") that:
 - 2.1.1 relates to an Applicable Toheroa TACC; and
 - 2.1.2 has been allocated to the Crown as either:
 - (a) Individual Transferable Quota (and not as Provisional Individual Transferable Quota) under section 49(1) of the Fisheries Act 1996; or
 - (b) Provisional Individual Transferable Quota that has become Individual Transferable Quota under section 49(3) of the Fisheries Act 1996.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

3: TOHEROA QUOTA RFR DEED

3. THE CROWN MUST OFFER MINIMUM AMOUNT OF APPLICABLE TOHEROA QUOTA TO THE GOVERNANCE ENTITY

3.1 Before the Crown sells any Applicable Toheroa Quota relating to an Applicable Toheroa TACC, the Crown must offer (in accordance with clause 5) the [Governance Entity] the right to purchase not less than the Required Minimum Amount of the Applicable Toheroa Quota relating to that Applicable Toheroa TACC calculated in accordance with clause 4.1 or clause 4.2 (whichever is applicable).

4. CALCULATION OF REQUIRED MINIMUM AMOUNT OF APPLICABLE TOHEROA QUOTA TO BE OFFERED

4.1 Where:

4.1.1 the Crown has been allocated Applicable Toheroa Quota relating to an Applicable Toheroa TACC; and

4.1.2 no person was eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable Toheroa TACC,

the Required Minimum Amount of that Applicable Toheroa Quota must be calculated in accordance with the following formula:

$$x = \left[\frac{2}{5} \times \frac{A}{B} \times C \right].$$

4.2 Where:

4.2.1 the Crown has been allocated Applicable Toheroa Quota relating to an Applicable Toheroa TACC; and

4.2.2 a person, or persons, were eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable Toheroa TACC,

the Required Minimum Amount of that Applicable Toheroa Quota must be calculated in accordance with the following formula:

$$x = \text{the lesser of } \left[\frac{2}{5} \times \frac{A}{B} \times C \right] \text{ or } \left[\frac{A}{B} \times D \right].$$

4.3 For the purposes of this clause:

"A" is the length of coastline of the Toheroa Quota RFR Area that is within the coastline of the relevant Quota Management Area;

"B" is the length of coastline of the relevant Quota Management Area;

"C" is the total amount of Quota relating to the relevant Applicable Toheroa TACC;

"D" is the amount of Applicable Toheroa Quota held by the Crown in relation to the relevant Applicable Toheroa TACC; and

"x" is the Required Minimum Amount of Applicable Toheroa Quota.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

3: TOHEROA QUOTA RFR DEED

4.4 For the purposes of this clause:

4.4.1 the length of coastline of the Toheroa Quota RFR Area, and of the relevant Quota Management Area, will be determined by the Crown and by such method as the Crown considers appropriate; and

4.4.2 in particular, but without limiting the Crown's ability to use a different method, the Crown may determine that the length of coastline of the Toheroa Quota RFR Area means the distance (being determined by the Crown) between Fisheries Point 2544700E 6626600N and Fisheries Point 2580412E 6579068N (such Fisheries Points being approximately marked on the map of the Toheroa Quota RFR Area included as schedule 1).

5. CROWN MUST GIVE NOTICE BEFORE SELLING APPLICABLE TOHEROA QUOTA

Crown must give RFR Notice

5.1 Before the Crown Sells any Applicable Toheroa Quota, the Crown must give a Notice (an "RFR Notice") to the [Governance Entity] which offers to Sell not less than the Required Minimum Amount of that Applicable Toheroa Quota to the [Governance Entity] at the price and on the terms and conditions set out in the RFR Notice.

Crown may withdraw RFR Notice

5.2 The Crown may withdraw an RFR Notice at any time before the [Governance Entity] accepts the offer in that RFR Notice under clause 6.

Effect of withdrawing RFR Notice

5.3 If the Crown withdraws an RFR Notice, clause 3 still applies to the Applicable Toheroa Quota referred to in that RFR Notice.

Crown has no obligation in relation to balance of Applicable Toheroa Quota

5.4 Where the Crown has given, in accordance with clause 5.1, an RFR Notice in relation to Applicable Toheroa Quota relating to an Applicable Toheroa TACC, the Crown has no obligations under this Deed in relation to the balance of the Applicable Toheroa Quota (if any) not referred to in that RFR Notice that also relate to that Applicable Toheroa TACC.

6. ACCEPTANCE OF RFR NOTICE BY THE GOVERNANCE ENTITY

6.1 A contract for the Sale of the Applicable Toheroa Quota referred to in an RFR Notice (or a lesser amount referred to in the acceptance) is constituted between the Crown and the [Governance Entity], at the price and on the terms and conditions set out in the RFR Notice, if the [Governance Entity] accepts the offer in that RFR Notice (or accepts a lesser amount) of Applicable Toheroa Quota:

6.1.1 by Notice to the Crown; and

6.1.2 by the relevant Expiry Date.

7. NON-ACCEPTANCE BY THE GOVERNANCE ENTITY

7.1 If:

TE ROROA DEED OF SETTLEMENT: SCHEDULES

3: TOHEROA QUOTA RFR DEED

- 7.1.1 the Crown gives the [Governance Entity] an RFR Notice; and
- 7.1.2 the [Governance Entity] does not accept, on the terms and conditions set out in the RFR Notice, all the Applicable Toheroa Quota offered in that RFR Notice by Notice to the Crown by the Expiry Date,

the Crown:

- 7.1.3 may, at any time during the period of two years from the Expiry Date, Sell any of the Applicable Toheroa Quota referred to in that RFR Notice that is not accepted by the [Governance Entity] if the price per Quota Share, and the other terms and conditions of the Sale, are not more favourable to the purchaser than the price per Quota Share, and the other terms and conditions, set out in the RFR Notice to the [Governance Entity]; but
- 7.1.4 must, promptly after entering into an agreement to Sell any Applicable Toheroa Quota referred to in the RFR Notice to a purchaser, give Notice to the [Governance Entity] of that fact and disclose the terms of that agreement; and
- 7.1.5 must not Sell any of that Applicable Toheroa Quota referred to in the RFR Notice after the end of the two year period after the Expiry Date without first offering to Sell that Applicable Toheroa Quota to the [Governance Entity] in an RFR Notice under clause 5.1.

8. RE-OFFER REQUIRED

8.1 If:

- 8.1.1 the Crown gives the [Governance Entity] an RFR Notice;
- 8.1.2 the [Governance Entity] does not accept, on the terms and conditions set out in the RFR Notice, all the Applicable Toheroa Quota offered in that RFR Notice by Notice to the Crown by the Expiry Date; and
- 8.1.3 the Crown during the period of two years from the Expiry Date proposes to offer any of that Applicable Toheroa Quota not accepted by the [Governance Entity] for Sale again but at a price (per Quota Share), or on other terms and conditions, more favourable to the purchaser than on the terms and conditions in the RFR Notice,

the Crown may do so only if it first offers that Applicable Toheroa Quota for Sale on those more favourable terms and conditions to the [Governance Entity] in another RFR Notice under clause 5.1.

9. EFFECT OF THIS DEED

9.1 Nothing in this Deed requires the Crown to:

- 9.1.1 purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996; or
- 9.1.2 introduce Toheroa into the Quota Management System; or
- 9.1.3 offer for sale any Applicable Toheroa Quota held by the Crown.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

3: TOHEROA QUOTA RFR DEED

9.2 The [Governance Entity] acknowledges that the inclusion of Toheroa in the Quota Management System may not result in any, or any significant, holdings by the Crown of Applicable Toheroa Quota.

9.3 Nothing in this Deed affects, or limits, and the rights and obligations created by this Deed are subject to:

9.3.1 any requirement at common law or under legislation that:

- (a) must be complied with before any Applicable Toheroa Quota is sold to the [Governance Entity]; or
- (b) the Crown must Sell the Applicable Toheroa Quota to a third party; and

9.3.2 any legal requirement that:

- (a) prevents or limits the Crown's ability to Sell the Applicable Toheroa Quota to the [Governance Entity]; and
- (b) the Crown cannot satisfy after taking reasonable steps to do so (and, to avoid doubt, reasonable steps do not include changing the law).

10. THIS DEED DOES NOT APPLY IN CERTAIN CASES

10.1 Clauses 3 or 5.1 do not apply if the Crown is Selling Applicable Toheroa Quota to the [Governance Entity].

11. TIME LIMITS

11.1 Time is of the essence for the time limits imposed on the Crown and the [Governance Entity] under this Deed.

11.2 The Crown and the [Governance Entity] may agree in writing to an extension of a time limit.

12. ENDING OF RIGHT OF FIRST REFUSAL

RFR ends on Sale which complies with this Deed

12.1 The obligations of the Crown under this Deed end in respect of any Applicable Toheroa Quota on a transfer of the Applicable Toheroa Quota in accordance with this Deed.

RFR ends after 50 years

12.2 The obligations of the Crown under this Deed begin on the Settlement Date and end 50 years after that date.

13. NOTICES

13.1 The provisions of this clause apply to Notices under this Deed:

Notices to be signed

13.1.1 the Party giving a Notice must sign it;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

3: TOHEROA QUOTA RFR DEED

Notice to be in writing

- 13.1.2 a Notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

Addresses for notice

- 13.1.3 until any other address or facsimile number of a Party is given by Notice to the other Party, they are as follows:

The Crown:

The Chief Executive
Ministry of Fisheries
ASB Bank House
101-103 The Terrace
(PO Box 1020)
WELLINGTON

Governance Entity:

*[Insert the name and address
of the Governance Entity]*

Facsimile No: 04 470 2602;

Delivery

- 13.1.4 delivery of a Notice may be made:
- (a) by hand;
 - (b) by post with prepaid postage; or
 - (c) by facsimile;

Timing of delivery

- 13.1.5 a Notice delivered:
- (a) by hand will be treated as having been received at the time of delivery;
 - (b) by pre-paid post will be treated as having been received on the third day after posting; or
 - (c) by facsimile will be treated as having been received on the day of transmission; and

Deemed date of delivery

- 13.1.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 13.1.5) be treated as having been received the next Business Day.

14. AMENDMENT

- 14.1 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, the [Governance Entity] and the Crown.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

3: TOHEROA QUOTA RFR DEED

15. NO ASSIGNMENT

15.1 The [Governance Entity] may not assign its rights or obligations under this Deed.

16. DEFINITIONS AND INTERPRETATION

Definitions

16.1 In this Deed, unless the context otherwise requires:

Applicable Toheroa Quota means Quota of the kind referred to in clause 2;

Applicable Toheroa TACC has the meaning given to that term by clause 1.1.2;

Business Day means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (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 days observed as the anniversaries of the provinces of Wellington and Northland;

Crown has the meaning given to that term by section 2(1) of the Public Finance Act 1989 (which, at the date of this Deed, provides that the Crown:

- (a) means the Sovereign in right of New Zealand; and
- (b) includes all Ministers of the Crown and all Departments; but
- (c) does not include:
 - (i) an Office of Parliament;
 - (ii) a Crown entity (as defined in section 7(1) of the Crown Entities Act 2004); or
 - (iii) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986));

Deed means this Deed;

Deed of Settlement has the meaning given by clause A of the Background to this Deed;

Expiry Date, in respect of an RFR Notice, means the date one calendar month after the RFR Notice is received by the [Governance Entity];

Individual Transferable Quota has the same meaning as in section 2(1) of the Fisheries Act 1996;

Minister of Fisheries means the Minister of the Crown who is for the time being responsible for the administration of the Fisheries Act 1996;

Notice means a notice in writing given in accordance with clause 13 and **Notify** has a corresponding meaning;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

3: TOHEROA QUOTA RFR DEED

Party means the [Governance Entity] or the Crown;

Provisional Individual Transferable Quota has the same meaning as in section 2(1) of the Fisheries Act 1996;

Quota means quota under the Fisheries Act 1996;

Quota Management Area means any area declared by or under the Fisheries Act 1996 to be a quota management area;

Quota Management System means a quota management system established under Part IV of the Fisheries Act 1996;

Quota Share has the same meaning as in the Fisheries Act 1996;

Required Minimum Amount, in relation to Applicable Toheroa Quota, means an amount of that Applicable Toheroa Quota calculated under clause 4.1 or clause 4.2 (whichever is applicable);

RFR Notice means a notice under clause 5.1;

Sell means to transfer ownership of Quota for valuable consideration and **Sale** has a corresponding meaning, but neither term includes the transfer by the Crown of Quota under section 22 of the Fisheries Act 1996;

Settlement Date means the date which is 20 Business Days after the Deed of Settlement becomes unconditional being [];

Toheroa Quota means Quota in relation to Toheroa;

Toheroa Quota RFR Area means the area identified in the map included in schedule 1;

Toheroa means the species of Toheroa Quota with the Maori and the common name of "toheroa" and the formal name of "*paphies ventricosa*"; and

Total Allowable Commercial Catch has the same meaning as in section 2(1) of the Fisheries Act 1996 and **TACC** has the same meaning.

Interpretation

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

16.2.1 terms or 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;

16.2.2 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;

16.2.3 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;

16.2.4 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;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

3: TOHEROA QUOTA RFR DEED

- 16.2.5 the singular includes the plural and vice versa;
- 16.2.6 words importing one gender include the other genders;
- 16.2.7 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;
- 16.2.8 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
- 16.2.9 a reference to a schedule is a schedule to this Deed;
- 16.2.10 a reference to a monetary amount is to New Zealand currency;
- 16.2.11 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;
- 16.2.12 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 16.2.13 a reference to a date on which something must be done includes any other date which may be agreed in writing between the [Governance Entity] and the Crown;
- 16.2.14 where something must 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
- 16.2.15 a reference to time is to New Zealand time.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

3: TOHEROA QUOTA RFR DEED

SIGNED as a deed on []

[Insert appropriate attestation clauses for the Governance Entity]

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of **HER MAJESTY THE QUEEN** in right of New Zealand by the Minister of Fisheries in the presence of:

WITNESS

Name:

Occupation:

Address:

TE ROROA DEED OF SETTLEMENT: SCHEDULES

3: TOHEROA QUOTA RFR DEED

SCHEDULE 1

**MAP OF THE TOHEROA QUOTA RFR AREA WITH FISHERIES POINTS MARKED
APPROXIMATELY**

(The map follows this page)

CW

FISHERIES (TOHEROA) RFR OF TE ROROA



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TE ROROA DEED OF SETTLEMENT: SCHEDULES

3: TOHEROA QUOTA RFR DEED

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SCHEDULE 4

PLACE NAMES

(Clause 10.5)

Cher

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CM

PART 1: ALTERATION OF EXISTING PLACE NAMES

Chloe

TE ROROA DEED OF SETTLEMENT: SCHEDULES

4: PLACE NAMES: ALTERATION OF EXISTING PLACE NAMES

Existing Place Names	Topographic Map References and Grid References	New Place Names	Feature Type
Merowharara Stream	260-O06 from GR 622 126 to GR 624 164	Mirowharara Stream	Stream
Taita Stream (for that named part of the stream flowing easterly from the bridge at SH12 and into the Kaihu River)	260-P07 from GR 755 910 to GR 803 940	Waitakuhuruhuru Stream	Stream
Waitapu Stream	260-O07 from GR 609 055 to GR 681 069	Ngaiore Stream	Stream

CH

4: PLACE NAMES

PART 2: ASSIGNMENT OF NEW PLACE NAMES



TE ROROA DEED OF SETTLEMENT: SCHEDULES
4: PLACE NAMES: ASSIGNMENT OF NEW PLACE NAMES

Assigned New Place Names	Topographic Map References and Grid References	Feature Type
Mangatara Stream	260-P07 from GR 809 821 to GR 871 835	Stream
Ohae	260-O06 GR 501 198	Locality
Maunga Kairara	260-P07 GR 802 026	Mountain

SCHEDULE 5

WAIPOUA FOREST

*Tene Te Wero Ke te Kawana.
ahau e whakaitiaka to Kaitiaki mahi
Mihinā Pōhoro - Kaitiaki*

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**PART 1: DESCRIPTION OF WAIPOUA COMMERCIAL
FOREST**

(Clause 11.1)

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: DESCRIPTION OF WAIPOUA COMMERCIAL FOREST

Name of Property	Description	Encumbrances	Redress Value	Land Holding Agency
Waipoua Commercial Forest	As shown marked yellow on SO 354588	<p>Subject to:</p> <ul style="list-style-type: none"> • Right of Way easement in gross to the Minister of Conservation referred to in clause 11.4.2 • Right of Way easement in gross to the Minister of Fisheries referred to in clause 11.4.3 • the Forestry Right referred to in clause 11.4.4 • permitting access referred to in clause 12.3.9 <p>Together with:</p> <ul style="list-style-type: none"> • an unregistered Right of Way easement over marginal strips referred to in clause 11.5.2 • an unregistered Right of Way easement over Waipoua River bed referred to in clause 11.5.1 • Right of Way easement referred to in clause 11.4.1. 	\$3,556,000	Ministry of Agriculture and Forestry

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PART 2: TERMS OF TRANSFER OF WAIPOUA FOREST

(Clauses 9.3.1 and 11.3.1)

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: TERMS OF TRANSFER OF WAIPOUA FOREST

1. TRANSFER SUBJECT TO RELEVANT ENCUMBRANCES AND AS REDRESS

- 1.1 The Crown must transfer the fee simple estate in the Waipoua Commercial Forest to the Governance Entity on the terms set out in Part 11 of this Deed, and in this Part 2 of Schedule 5, subject to and, where applicable, with the benefit of the Relevant Encumbrances.
- 1.2 The Crown and the Governance Entity may agree in writing to vary or add to the Relevant Encumbrances affecting the Waipoua Commercial Forest.
- 1.3 The Governance Entity must not unreasonably withhold or delay its consent to varying a Relevant Encumbrance or granting a new Encumbrance affecting the Waipoua Commercial Forest.
- 1.4 The Waipoua Commercial Forest will be transferred as Redress and without charge to, or consideration to be provided or paid by, the Governance Entity or any other person.
- 1.5 The Crown will pay the survey and registration costs required to transfer the fee simple estate in the Waipoua Forest to the Governance Entity.

2. OBLIGATIONS PRIOR TO SETTLEMENT DATE

- 2.1 The Crown will, until the Settlement Date, manage the Waipoua Forest, or will ensure the Waipoua Forest is managed, in accordance with good commercial forestry practice.
- 2.2 Between the Date of this Deed and the Settlement Date the Crown must consult with, and obtain the prior consent of, the Governance Entity (which will not be unreasonably withheld or delayed) before:
 - 2.2.1 agreeing to any material variation in the terms of any Relevant Encumbrance affecting the Waipoua Commercial Forest; or
 - 2.2.2 procuring any consent, or providing any waiver, under the Resource Management Act, or other legislation, that materially affects the Waipoua Commercial Forest.
- 2.3 The Crown must, if it carries out works, or gives specific authority in writing for works to be carried out, on the Waipoua Commercial Forest, between the Date of this Deed and the Settlement Date, for which the Crown must by law obtain a building consent or permit, comply with any obligations imposed on the Crown under the Building Act in respect of such works.
- 2.4 The Crown must pay all charges for electric power, gas, water, and other utilities that the Crown owes as owner of the Waipoua Commercial Forest until the Settlement Date except where those charges are payable by any tenant or occupant directly to the relevant supplier.
- 2.5 Subject to the terms of any Relevant Encumbrance affecting the Waipoua Commercial Forest, the Crown must permit the Governance Entity (or a person authorised by the Governance Entity), upon reasonable notice, to enter the Waipoua Commercial Forest on one occasion before the Settlement Date to examine it.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: TERMS OF TRANSFER OF WAIPOUA FOREST

3. POSSESSION AND SETTLEMENT

- 3.1 On the Settlement Date possession must be given and taken of the Waipoua Forest subject to the Relevant Encumbrances.
- 3.2 Subject to paragraph 9, on the Settlement Date the Crown must hand to the Governance Entity:
- 3.2.1 a registrable memorandum of transfer for Lots 1 and 2 DP 155131 and Lots 3 and 4 DP 155132 together being the Waipoua Forest ;
 - 3.2.2 all other instruments in registrable form which may be required by this Part 2; and
 - 3.2.3 all contracts and other documents which create unregistered rights, interests and obligations affecting the registered proprietor's interest (but not proclamations, *Gazette* notices and similar public notices) and which will continue following Settlement.
- 3.3 The following documents must be lodged for registration in the following order in relation to Waipoua Forest:
- 3.3.1 a written application for a title in the name of the Crown;
 - 3.3.2 the easement in gross to the Minister of Conservation (referred to in clause 11.4.2);
 - 3.3.3 the easement in gross to the Minister of Fisheries (referred to in clause 11.4.3);
 - 3.3.4 the easement over conservation land in favour of Waipoua Forest (referred to in clause 11.4.1);
 - 3.3.5 the Forestry Right;
 - 3.3.6 the transfer to the Governance Entity; and
 - 3.3.7 the conservation covenants referred to in clause 9.3.2.
- 3.4 All outgoing and incoming (including rates, excluding insurance premiums) in relation to the Waipoua Forest must be apportioned at the Settlement Date.
- 3.5 The Crown must supply a statement of apportionments to the Governance Entity before the Settlement Date. On the Settlement Date:
- 3.5.1 the Governance Entity must pay to the Crown the amount by which the outgoing (except for insurance premiums) for the Waipoua Forest pre-paid by the Crown in respect of a period after the Settlement Date exceed the incoming received by the Crown for that period; or

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: TERMS OF TRANSFER OF WAIPOUA FOREST

- 3.5.2 the Crown must pay to the Governance Entity the amount by which the incomings received by the Crown in respect of a period after the Settlement Date exceed the outgoings (except for insurance premiums) for the Waipoua Forest pre-paid by the Crown for that period.
- 3.6 The Crown must make available to the Governance Entity on the Settlement Date any keys to gates to the Waipoua Forest that are in the possession of the Crown at the Settlement Date.
- 3.7 The Waipoua Commercial Forest must be transferred inclusive of all fixtures and fittings that are owned by the Crown and are situated on the Waipoua Commercial Forest at the Date of this Deed and those fixtures and fittings will be free from any charge.
- 3.8 No chattels situated on or about the Waipoua Commercial Forest will be included in its transfer.

4. RISK AND INSURANCE

- 4.1 The Waipoua Forest will remain at the sole risk of the Crown until the Settlement Date and, from the Settlement Date, it will remain at the sole risk of the Governance Entity.
- 4.2 In the event that, prior to the Settlement Date, the Waipoua Commercial Forest Land is destroyed or damaged and such destruction or damage has not been made good by the Settlement Date, then the following provisions apply:
- 4.2.1 the Governance Entity must complete the transfer of the Waipoua Commercial Forest at its Redress Value on the condition that the Crown pay to the Governance Entity (as alternative redress) an amount equal to the amount of the diminution in the value of the Waipoua Commercial Forest Land as at the Settlement Date as a result of the destruction or damage; and
- 4.2.2 either Party may give the other Party notice in writing requiring that any dispute as to the application of this paragraph 4.2 be determined by an arbitrator to be appointed by the president or vice-president of the law society for the district where the Waipoua Commercial Forest is located, and the Party serving the notice may at any time after that refer the dispute to the arbitrator for determination under the Arbitration Act.
- 4.3 If a dispute relating to a claim by the Governance Entity for a diminution in value of the Waipoua Commercial Forest Land under clause 4.2.1 is not determined by the Settlement Date, then:
- 4.3.1 settlement shall take place on the Settlement Date in accordance with this Part 2 as if there had been no destruction or damage; and
- 4.3.2 upon the determination of the dispute the Crown shall pay to the Governance Entity within 7 Business Days from such determination a sum equal to the diminution in value of the Waipoua Commercial Forest Land (as alternative redress).

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: TERMS OF TRANSFER OF WAIPOUA FOREST

4.4 The Governance Entity will not be required to take over from the Crown any insurance policies in relation to the Waipoua Commercial Forest.

5. REDRESS VALUE

5.1 For the purposes of establishing:

5.1.1 a diminution in value of the Waipoua Commercial Forest Land under paragraphs 4.2.1; or

5.1.2 the amount of any damages arising out of a breach by the Crown of any of its obligations under this Part 2 in respect of the Waipoua Commercial Forest, the Redress Value of the Waipoua Commercial Forest will be treated as its value immediately before the relevant event or breach.

5.2 To avoid doubt the Parties acknowledge that the Redress Value of the Waipoua Commercial Forest will not be affected by:

5.2.1 any addition or variation to the Relevant Encumbrances agreed in writing by the Crown and the Governance Entities under paragraph 1.2; or

5.2.2 any variation to a Relevant Encumbrance agreed by the Crown and the Governance Entity under paragraph 2.2.1.

6. BOUNDARIES, TITLE, ETC

6.1 The Crown will not be bound to point out the boundaries of the Waipoua Commercial Forest.

6.2 If the Waipoua Commercial Forest is subject only to Relevant Encumbrances, the Governance Entity:

6.2.1 will be treated as having accepted the Crown's title to the Waipoua Commercial Forest as at the Date of this Deed; and

6.2.2 may not make any objections to, or requisitions on, it.

6.3 Except as otherwise expressly set out in this Part 2, no error, omission or misdescription of the Waipoua Commercial Forest or its title shall annul the transfer of the Waipoua Commercial Forest.

6.4 The Crown will not be liable to pay for, or contribute towards, the expense of erection or maintenance of any fence between the Waipoua Commercial Forest and any contiguous land of the Crown (unless it is the Crown that requires the fence); and

6.4.1 this clause will not continue for the benefit of any subsequent purchaser of the contiguous land; and

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: TERMS OF TRANSFER OF WAIPOUA FOREST

6.4.2 the Crown may require the inclusion of a fencing covenant to this effect in any transfer of the Waipoua Commercial Forest.

7. OBLIGATIONS

7.1 If the Crown receives any notice or demand in relation to the Waipoua Commercial Forest from the Crown, any territorial authority or any tenant after the Settlement Date, the Crown will, if not paying or complying with such notice or demand, promptly deliver it to the Governance Entity or the Governance Entity's solicitor and, if the Crown fails to do so, the Crown will be liable for any penalty incurred.

7.2 Immediately after the Settlement Date, the Crown will give notice of the transfer of the Waipoua Commercial Forest to the territorial authority having jurisdiction in respect of that property.

8. DISCLOSURE INFORMATION

8.1 The Crown warrants to the Governance Entity that, at the Date of this Deed, the Disclosure Information in relation to the Waipoua Commercial Forest is all the material information that relates to the Waipoua Commercial Forest, of which the Land Holding Agency is aware, the Land Holding Agency having inspected its records but not having undertaken a physical inspection of the Waipoua Commercial Forest or made enquiries beyond the records of the Land Holding Agency.

8.2 Except as provided in paragraph 8.1, the Crown gives no representation or warranty (whether express or implied) nor accepts any responsibility with respect to:

8.1.1 the Waipoua Commercial Forest including as to its ownership, management, occupation, physical condition, use or compliance with:

- (a) any legislation including by-laws; or
- (b) any enforcement or other notice, requisition or proceedings issued by any authority; or

8.1.2 the completeness or accuracy of the Disclosure Information in relation to the Waipoua Commercial Forest.

8.3 Te Roroa acknowledges that (although the Crown is not giving any representation or warranty in relation to the Waipoua Commercial Forest except as provided in paragraph 8.1) Te Roroa had the opportunity prior to the Date of this Deed (in addition to being able to examine the Disclosure Information) to:

8.1.3 inspect the Waipoua Commercial Forest; and

8.1.4 determine its state and condition.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: TERMS OF TRANSFER OF WAIPOUA FOREST

9. DELAYED TRANSFER OF LEGAL TITLE

9.1 If all the land comprising the Waipoua Forest is not all of the land contained in a computer freehold register, the Crown covenants for the benefit of the Governance Entity that it will:

9.1.1 arrange for the creation of a computer freehold register for all the Waipoua Forest ;
and

9.1.2 transfer title to all the Waipoua Forest, as soon as is reasonably practicable, but no later than five years after the Settlement Date.

9.2 The covenant given by the Crown under paragraph 9.1 shall have effect and be enforceable, despite being positive in effect and there being no dominant tenement.

9.3 If paragraph 9.1 applies then, for the period from the Settlement Date until the date that the Crown transfers the title to the Waipoua Forest to the Governance Entity:

9.3.1 the Governance Entity will be the beneficial owner of that property; and

9.3.2 all the other obligations and rights to be performed or arising on the Settlement Date will still be performed and arise as if full legal title had passed to the Governance Entity on the Settlement Date.

10. MISCELLANEOUS

Further Assurances

10.1 The Crown and the Governance Entity must, at the request of the other, sign and deliver any further documents or assurances and do all acts and things that the other may reasonably require to give full force and effect to clauses 11.2.2 and 11.3 of this Deed and this Part 2.

Non merger

10.2 On transfer of the Waipoua Commercial Forest to the Governance Entity, the provisions of this Part 2 will not merge and, to the extent any provision has not been fulfilled, will remain in force.

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**PART 3: FORESTRY RIGHT IN RELATION TO WAIPOUA
FOREST**

(Clauses 9.3.2 and 11.3.2)

5: WAIPOUA FOREST: FORESTRY RIGHT

[1. This Forestry Right will be created using the appropriate form in Schedule 2 to the Land Transfer Regulations 2002

2. To be created after the relevant easements in Schedule 9 to the Deed of Settlement]

Memorandum of Transfer granting a Forestry Right

(pursuant to the [short title to the Settlement Legislation], the Land Transfer Act 1952 and the Forestry Rights Registration Act 1983)

Dated this day of 200[]

Transferor: Her Majesty the Queen

Transferee: Her Majesty the Queen

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: FORESTRY RIGHT

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1. Definitions and interpretation
 2. Grant of Forestry Right
 3. Term
 4. Grantee's financial covenants
 5. Grantee's covenants
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TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: FORESTRY RIGHT

Introduction

- A. Te Roroa and the Crown signed a Deed of Settlement of Historical Claims of Te Roroa dated [].
- B. Pursuant to that Deed –
- (i) The Crown is to transfer the Waipoua Commercial Forest to the Te Roroa Governance Entity; and
 - (ii) In contemplation of that transfer, the Crown wishes to create for itself a Forestry Right so as to enable it to continue its forestry operations in that forest after the transfer.
- C. Section 2A of the Forestry Rights Registration Act 1983 and sections [] of the [short title of Settlement Legislation] facilitate and authorise the creation of this Forestry Right.
- D. The Crown as Grantor is the proprietor of the freehold estate in the Land.
- E. The Grantor has agreed to grant this Forestry Right to the Crown as Grantee.

[The recitals may be refined as required to reflect the terminology that needs to be used in the form of instrument required by the Land Transfer Regulations.]

1 Definitions and interpretation

1.1 Definitions

In this Forestry Right, unless the context otherwise requires:

Annual Rent means the annual rent payable by the Grantee to the Grantor pursuant to clause 4.1 of this Forestry Right subject to review from time to time in accordance with the provisions of clause 4.2;

Archaeological sites means any place in New Zealand that –

- (a) either –
- (i) was associated with human activity that occurred before 1900;
 - (ii) is the site of the wreck of any vessel where that wreck occurred before 1900; and
- (b) is or may be able through investigation by archaeological methods to provide evidence relating to the history of New Zealand;

Commencement Date means the date of this Memorandum of Transfer granting a Forestry Right;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: FORESTRY RIGHT

CPI means the quarterly index for all groups published by the Department of Statistics under the heading "CPI Quarterly and Annual Average Index Numbers" or such other nationally accepted index of the change in the real value of money as may be agreed between the Grantor and the Grantee from time to time. Any dispute as to another nationally accepted index is to be resolved by Dispute Resolution (as set out in clause 13);

Default Interest Rate means the rate equal to 4% per annum above the 90 day bank bill rate as quoted on Reuters page BKBM (or any successor page) (subject to manifest error) at or about 10.45 am on the first Working Day of the period in respect of which such rate of interest is to be calculated, and thereafter on each succeeding Working Day of the period;

Dispute Process means the process for dispute resolution set out in clause 13;

Financial year means the period from 1 July in any calendar year to 30 June in the following calendar year;

Fire Store means the fire store in Waipoua Forest Headquarters identified in Appendix 1 Plan B together with all ancillary equipment and improvements;

Fixed machinery means machinery which is permanently affixed to a particular site and does not include machinery that is periodically moved from site to site within the Relevant Land;

Forestry Right means a Forestry Right created pursuant to the Forestry Rights Registration Act 1983 and where the context so requires means this Forestry Right;

FORMAC means a Forest Management Co-ordination Committee jointly established by the parties;

Grantor's Land means that part of the Land which does not form part of the Relevant Land and includes the Returned Land;

GST means goods and services tax charged under the Goods and Services Tax Act 1985 and any tax imposed in substitution for that tax;

Handback Units means those parts of the Relevant Land that have been identified in the applicable Three Year Plan for return to the Grantor (these may include unmerchantable trees);

Harvesting Plan means the harvesting plan prepared by the Grantee in accordance with clause 5(f)(i)(B);

Land means the land shown as Lots 1 and 2 on Deposited Plan 155131 and Lots 3 and 4 on Deposited Plan 155132;

New Zealand Forest Accord means the agreement entered into between various parties dated 14 August 1991 a copy of which is annexed to this Forestry Right as Appendix 3 and includes any variation or amendment to the agreement;

Productive Area means the net stocked area being all those parts of the Relevant Land planted in the Relevant Trees, being at the Commencement Date the Stands as specified in Appendix 2 Part A together with the area awaiting replanting on the

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: FORESTRY RIGHT

Relevant Land on the Commencement Date as specified and detailed in Appendix 2 Part B;

Relevant Land means that part of the Land outlined in black on the plan attached to this Forestry Right as Appendix 1, Plan A, less, at any time after the Commencement Date, any Returned Land;

Relevant Rent Review Date has the meaning ascribed to it in clause 4.2;

Relevant Trees means all the pinus radiata trees and timber and any other exotic species of trees and timber whether standing or otherwise on the Relevant Land at the Commencement Date;

Returned Land means those parts of the Relevant Land (as at the Commencement Date) which have been returned to the Grantor as Handback Units from time to time;

Rent Date means any date on which the annual rent is payable pursuant to clause 4.1 of this Forestry Right;

Taonga has the same meaning as "artifact" has in the Antiquities Act 1975 meaning any chattel, carving, object, or thing which relates to the history, art, culture, traditions, or economy of the Maori or other pre-European inhabitants of New Zealand and which was or appears to have been manufactured or modified in New Zealand by any such inhabitant, or brought to New Zealand by an ancestor of any such inhabitant, or used by any such inhabitant, prior to 1902;

Te Roroa has the meaning set out in clauses [] to [] of the Deed of Settlement of the Historical Claims of Te Roroa dated [];

Te Roroa Governance Entity means the governance entity established in accordance with the Deed of Settlement of the Historical Claims of Te Roroa;

Term means the term as outlined in clause 3;

Three Year Plan has the meaning ascribed to in clause 5.1;

Wahi Tapu means a place sacred to Maori in the traditional, spiritual, religious, ritual, or mythological sense;

Working Day means any day of the week (other than a Saturday or Sunday) on which registered banks in New Zealand are open for business in Wellington and Northland;

1.2 Interpretation

(a) In this Forestry Right:

- (i) words importing the singular number include the plural and vice versa;
- (ii) the appendices to this Forestry Right and the provisions and conditions contained in such appendices (if any) will have the same effect as if set out in the body of this Forestry Right;

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: FORESTRY RIGHT

- (iii) references to clauses and appendices are references to clauses in and appendices to this Forestry Right, respectively;
- (iv) references to parties are references to the parties to this Forestry Right and includes duly appointed successors and assigns;
- (v) words and expressions defined in the body of this Forestry Right bear the defined meaning in the whole of this Forestry Right including the Introduction;
- (vi) any obligation not to do anything will be deemed to include an obligation not to suffer, permit or cause that thing to be done;
- (vii) references to a statute include references to regulations, orders or notices made under such statute, or orders or notices made under such regulations, and references to a statute or regulation includes references to all amendments to that statute or regulation whether by subsequent statute or otherwise and including a statute or regulation passed in substitution for the statute or regulation;
- (viii) references to persons will be deemed to include references to individuals, corporations, firms, partnerships, joint ventures, associations, organisations, trusts, states or agencies of state, government departments and local and municipal authorities in each case whether or not having separate legal personality;
- (ix) a covenant given by more than one person binds each person jointly and severally;
- (x) references to any document or agreement, including this Forestry Right, include a reference to that document or agreement as amended, novated or replaced from time to time; and
- (xi) references to \$ or dollars is a reference to the lawful currency of New Zealand and all amounts payable under this Forestry Right are to be paid in that currency.

1.3 Headings

Clause and other headings are for ease of reference only and will not be deemed to form any part of the context or to affect the interpretation of this Forestry Right.

2 Grant of Forestry Right

2.1 Grant of Forestry Right

In consideration of the payments outlined in clause 4 of this Forestry Right and the covenants and conditions on the part of the Grantee expressed or implied in this Forestry Right, the Grantor transfers and grants to the Grantee a Forestry Right pursuant to the Forestry Rights Registration Act 1983 for the Term with the right to:

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- (a) maintain, manage, cultivate, protect and render productive, harvest, place, stack, carry away, sell and retain the proceeds and otherwise utilise all the Relevant Trees;
- (b) make, construct, install, maintain, improve and use all roadways tracks skids bridges culverts gates and other means of access and egress on or over the Relevant Land which are or may reasonably be required for the purpose of fully exercising the exclusive rights conferred in subclause 2.1(a);
- (c) at any time for the purpose of and to the extent necessary for gaining access to and egress from the Relevant Land, enter, pass and repass on and over the Returned Land (and also on and over any land over which there is a right of way appurtenant to the Land) with or without machinery, vehicles (both laden and unladen) and plant of all kinds together with the right to pass and repass over the same, subject to maintenance according to use of the roads, bridges, culverts and fords, and reinstatement of any damaged land. In any use of the Returned Land, clause 5.1(n) and (o) continue to apply;
- (d) construct on the Relevant Land such buildings, plant, and other works as may be necessary or convenient for the full enjoyment of this Forestry Right, subject to the prior written consent of the Grantor (such consent not to be unreasonably withheld or delayed, provided that the Grantor may veto any major infrastructure (by way of example, but without limitation, a processing mill)); and to remove the same on expiry or sooner determination of this Forestry Right, subject to the provisions of clause 7.1(a)(iii) of this Forestry Right;
- (e) erect signs and notices on any part of the Relevant Land indicating the Grantee's interest in the Relevant Trees and as is desirable to ensure safety during the period of enjoyment of the Grantee's rights in this Forestry Right;
- (f) generally do whatever may be necessary or convenient for maintaining managing protecting harvesting and carrying away and disposing of the Relevant Trees, and the timber and logs obtained from the Relevant Trees and for obtaining the full benefit of the rights and privileges created in favour of the Grantee in this Forestry Right subject to the preservation and safeguarding of all disclosed or discovered wahi tapu and archaeological sites in accordance with clauses 5.1(n) and (o); and

For avoidance of doubt, other than the rights described above in clauses 2.1(a) to 2.1(f) above the Relevant Land shall not be used by the Grantee for any purpose other than harvesting of the Relevant Trees.

2.2 Subject to existing interests and remainder of terms of Forestry Right

- (a) The Grantee takes this Forestry Right subject to all existing interests including those noted against the titles to the Land, including but not limited to any electricity transmission rights.
- (b) The exercising of the rights under this Forestry Right is subject always to the covenants, conditions, agreements, restrictions and rights contained in this Forestry Right and its appendices.

2.3 Authorised persons

For the avoidance of doubt, any of the rights and privileges created in favour of the Grantee in this Forestry Right may be exercised by the Grantee's employees, contractors, agents, or licensees .

3 Term

3.1 Term of Forestry Right

This Forestry Right is granted to the Grantee for thirty two (32) years, starting on the Commencement Date or such lesser term as is necessary for the Grantee to maintain, manage, harvest and carry away all the Relevant Trees on the Relevant Land.

- (a) Return of those parts of the Relevant Land following harvesting
- (b) As each Handback Unit is harvested, the Grantee shall prepare the Handback Unit as provided in clause 3.3 prior to returning the same to the Grantor.
- (c) Subject to the Grantee's compliance with paragraph (e) of this clause and clause 3.3, the Forestry Right shall end in respect of the Handback Units returned, and the portion of the Annual Rent payment allocated to the Handback Units will cease for and as from the 1st of July immediately following the quarter in which such return occurs. To enable the Grantor to render an appropriate invoice for the new Annual Rent payment payable, the Grantee shall, at least one month before the end of the quarter during which any return of a Handback Unit occurs, provide to the Grantor the map and deed referred to in paragraph (e) of this clause.
- (d) Subject to clause 6.1, the Grantor may deal with any Handback Units at its complete discretion after return, including without limitation creating a Forestry Right or licence in favour of any third party.
- (e) The Grantee is not entitled to return any other part of the Relevant Land which is not identified as a Handback Unit in the then applicable Three Year Plan unless agreed to by the Grantor.
- (f) Each Handback Unit will be identified by a map and a deed of variation is to be signed by the parties acknowledging it is being removed from this Forestry Right as at the agreed date which may be at any time of the year.
- (g) In addition, the Grantee shall also return to the Grantor all relevant records in relation to the Handback Units returned, including (but not limited to) Stand maps (electronic or otherwise) and photographs.

3.2 State of Handback Units

On return of any Handback Units the Grantee is to:

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- (a) leave such Handback Unit in a condition suitable for replanting for commercial purposes in accordance with sound forestry practice, including but not limited to undertaking the works specified in Appendix 5; and
- (b) leave all roads, bridges, culverts and fords on the Handback Unit being returned in no worse a state and condition than at the Settlement Date, fair wear and tear and damage by insured risks excepted; and
- (c) have complied with all the terms and conditions of any resource or other regulatory consents granted to the Grantee in respect of the management and harvesting of such Handback Unit.

4 Grantee's financial covenants

4.1 Annual Rent payable

- (a) The Grantee covenants with the Grantor to pay to the Grantor an annual rent of NZ\$ 257,000 for each year to 30 June (the Annual Rent) plus GST, subject to review in accordance with clause 4.2.
- (b) For the purpose of varying the Annual Rent from time to time during the Term as a result of a return of Handback Units the parties agree the new Annual Rent shall be calculated as follows:

$$NAR = CAR - (R \times NSH)$$

where

NAR means the new Annual Rent

CAR means the Annual Rent applicable immediately before the return of the relevant Handback Units

R means the rate per hectare of Productive Area calculated on the basis of the original Annual Rent applicable as at the Settlement Date divided by the original number of hectares of the Productive Area at the Settlement Date (adjusted in accordance with any review under clause 4.2).

NSH means the number of hectares of Productive Area comprised within the relevant Handback Units returned.

- (c) The Annual Rent will be payable:
 - (i) on Settlement Date, in relation to the period on and from Settlement Date to the beginning of the next quarter of the Financial year; and thereafter
 - (ii) in equal quarterly instalments in advance (notwithstanding any changes as a result of any return of Handback Units) for each quarter, on the first day of that quarter.

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- (d) The Annual Rent shall be adjusted in accordance with clause 4.2(b) following the return of any Handback Units based on the method of calculation outlined in clause 4.1(b).

4.2 Rent Review of Annual Rent

- (a) The Annual Rent is to be reviewed as at each 31 March. Each review takes effect from the following 1 July (Relevant Rent Review Date).
- (b) The Annual Rent payable immediately prior to the Relevant Rent Review Date is to be increased cumulatively by the percentage increase of the CPI for the preceding March quarter, for each year of the Forestry Right subsequent to the first year, provided,:
- (i) that in no year will the Annual Rent be less than that payable for the previous year; and
 - (ii) in the event of a decrease in the CPI for any or several years the Annual Rent payable shall not increase again until the CPI has increased beyond its previous highest point during the currency of this Forestry Right.

5 Grantee's covenants

5.1 The Grantee further covenants with the Grantor as follows:

(a) Payments

- (i) To pay all monies payable in this Forestry Right by the Grantee to the Grantor at its registered office or at such other place, or to such bank account in New Zealand as the Grantor reasonably specifies from time to time by notice in writing to the Grantee.
- (ii) If the Grantor is the Crown all monies payable in this Forestry Right by the Grantee to the Grantor are to be paid in New Zealand at such place or to such bank account in New Zealand as the Grantor reasonably specifies from time to time by notice in writing to the Grantee.

(b) Rates and other outgoings

To:

- (i) pay for all general, water, special and other rates, charges, levies, duties, impositions, fees, taxes (including land tax or any other similar tax on the ownership of land), assessments and outgoings of any nature whatsoever made or due in respect of the ownership, use or occupation of the Relevant Land, in accordance with any invoice referred to the Grantee by the Grantor. The parties agree that as the Relevant Land comprises most of the Land as at the Commencement Date, for ease of administration, the Grantor will refer all invoices for rates and other outgoings to the Grantee for payment. The Grantee shall promptly attend to payment. At the end of each quarter, the

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Grantee shall render an invoice to the Grantor for any part of such rates and other outgoings which are due and payable by the Grantor, such rates and other outgoings to be apportioned as at the end of each quarter taking into account the return of any Handback Units in the previous quarter. The parties may review and amend this clause 5(b)(i) during the Term, acknowledging that the proportion that the area of the Relevant Land bears to the total area of the Land will decrease with the return of more Handback Units;

- (ii) pay all costs and expenses of repairing and maintaining any improvements on the Relevant Land to the standard such improvements were in at the Settlement Date; and
- (iii) at its cost comply with all requisitions and requirements of any authority or other body having jurisdiction over the Relevant Land.

(c) **Forest Management**

- (i) To pay all costs incurred (save as provided elsewhere in this Forestry Right) in managing and protecting the Relevant Trees, in accordance with sound forestry principles and good forestry practice.
- (ii) In relation to the use of the Relevant Land for the purpose of managing and protecting the Relevant Trees, to take reasonable steps in accordance with standard industry practice, and the New Zealand Forest Accord (which the parties may agree to replace with New Zealand Forestry Standard once it is finalised), to sustain a crop of healthy trees and to:
 - (A) control insects and other pests, fungal and other tree diseases;
 - (B) prevent soil erosion and pollution of streams by the Grantee;
 - (C) conserve and protect fish and wildlife;
 - (D) conserve and protect native bush reserves;
 - (E) store all fuels and oils safely on suitably cleared land;
 - (F) ensure all vehicles and equipment operated by the Grantee its employees, contractors and agents have a safe and efficient means of preventing the escape of dangerous sparks or flames from the exhaust and carry at all times an efficient fire extinguisher;
 - (G) clear away and dispose of debris carried on to adjoining properties by the Grantee;
 - (H) clear weeds and spray and tend the Relevant Trees; and
 - (I) keep all streams water courses water races water pipes electric power and telephone posts and lines roads fire breaks skids and survey monuments on the Relevant Land clear and unobstructed.

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(d) Use of the Relevant Land

- (i) To use the Relevant Land only in accordance with the terms and conditions in this Forestry Right and in order to exercise its rights and powers in this Forestry Right and in accordance with the true intent and spirit of this Forestry Right and (in particular) subject to the provisions of sub clauses 5.1(d)(ii) and 5.1(d)(iii) the Grantee is not to remove from the Relevant Land any minerals, metals, precious metals, precious stones, coal, earth, rock, sand, clay, pumice, gravel, shingle, oil or geothermal water.
- (ii) Notwithstanding the provisions of sub clause 5.1(d)(i) the Grantee is to be entitled to use on the Relevant Land for any purposes reasonably required by it in connection with its infrastructure plans as set out under its then current Three Year Plan, any sand, clay, gravel, shingle, rock and the Relevant Trees located in on or on top of the Relevant Land. In particular the Grantee may use such materials for the building and maintenance of roads, bridges, culverts, fences, skids and any buildings and erections for such purposes, as set out under its then current Three Year Plan.
- (iii) The Grantee is not required to pay any royalties to the Grantor for the use of such materials on the Land.
- (iv) For the purposes of this clause 5.1(d) the Grantee may establish and manage a quarry or quarries on the Relevant Land, in the Grantee's name, subject at all times to compliance with any requirements of law relating to such use (including (without limitation) any resource consents, and mining licences) and subject to:
 - (A) the prior written consent of the Grantor which shall not be unreasonably withheld taking into account the return of any Handback Units as provided for in this Forestry Right;
 - (B) produce from such quarries being only used for the Relevant Land;
 - (C) restoring and rehabilitating any land that is or subject to such quarrying in the manner approved by the Grantor acting reasonably having regard to such requirements as may be specified in any resource consents, mining licences and/or other regulatory consent and requirements from time to time.
- (v) If any of the materials specified in subclause 5.1(d)(i) and (ii) are to be used on any other land not being the Relevant Land, then such use shall be subject to a separate agreement to be negotiated with the Grantor on terms satisfactory to the Grantor.
- (vi) The Grantee may clear any of the Relevant Land under or adjacent to any electric transmission lines or telegraphic or telephone transmission lines or pipelines carrying gas liquid or solid substances where in the reasonable opinion of the Grantee the practicalities of good forest management so require subject to the lawful requirements of the Ministry of Economic Development, Telecom Corporation of New Zealand Limited, Natural Gas Corporation of New Zealand Limited, any applicable electricity lines company or of any other body, authority or State Owned Enterprise having

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the lawful right to have access to the Land and any other proper body or authority having control over same.

(e) Fencing

To keep and maintain all existing boundary fencing or fencing that the Grantee has installed on the Relevant Land, including undertaking the following:

- (i) properly maintaining and renewing such parts of fences and gates located on the boundaries as may become damaged or decayed;
- (ii) complying with all the provisions of the Fencing Act 1978; and
- (iii) keeping the Grantor safe and harmless and indemnified from and against any notices, issues or claims arising under or pursuant to the Fencing Act 1978.

(f) Three Year Plan

- (i) On the Commencement Date and thereafter at least thirty (30) days prior to each anniversary of the Settlement Date, to provide a non-binding rolling three year plan (the Three Year Plan) to the Grantor such Three Year Plan to detail:
 - (A) management objectives for the Relevant Land with proposals for the development, maintenance, protection, thinning, harvesting and extraction of the Relevant Trees (including details of resource consent and any necessary explanatory maps) during the remainder of the Term;
 - (B) the location of harvest areas and area to be harvested in each of the years of the Three Year Plan;
 - (C) the Handback Units for the first year of the Three Year Plan showing the area location, boundaries, composition by Stands or part Stands, areas of each Handback Unit and anticipated schedule of Handback Units to be handed back for the second and third of the three years;
 - (D) proposed roading and other infrastructure work, improvements and quarries;
 - (E) the manner in which the Grantee is to perform its obligations hereunder taking into account the Grantee's obligations in respect of sensitive and cultural matters including identifying any notified or newly discovered burial or other wahi tapu sites (as referred to in clause 5.1(n));
 - (F) In preparing the Three Year Plan, the Grantee shall reasonably take into account any use the Grantor wishes to make of the Returned Land.
- (ii) The Grantor shall have the right to review the draft Three Year Plan, and, if requested by the Grantor, the Grantee shall review such Plan with the Grantor and endeavour, in good faith, to agree any amendments to such

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Plan as are requested by the Grantor. The parties agree to work together to arrive at a Plan that enables both the Grantor and the Grantee to undertake their respective forest/business operations to mutual advantage.

- (iii) The Grantee shall duly perform its obligations hereunder in accordance with the activities specified in each first year of the Three Year Plan acknowledging that the Grantor is relying on due performance by the Grantee strictly in accordance with that year of the Three Year Plan so that the Grantor may treat and enter contracts with third parties as to dealing with Returned Land represented by the Handback Units that are detailed in that year.
- (iv) The Grantee shall notify the Grantor as soon as reasonably practicable after the Grantee is aware of or anticipates any material change to the Three Year Plan.

(g) Annual Report requirements

- (i) To provide a written annual report on the management of the Relevant Land for the prior Financial year, including details of any spraying, pest control and fire protection measures undertaken by the Grantee, and any issues arising under resource consents.
- (ii) The annual report is to be delivered to the Grantor not later than two months following the end of each Financial year.
- (iii) If the Grantor requires it, the Grantee will meet the Grantor, or the Grantor's representatives, within a reasonable time after delivery of the annual report to discuss the annual report for the purpose of explaining the annual report, and any matters arising from the annual report, and to discuss the future operations on the Relevant Land.

(h) Grantee's records

- (i) To keep accurate records relating to;
 - (A) the Productive Area of the commercial tree crops on the Relevant Land; and
 - (B) any quarrying activities undertaken on the Relevant Land; and
 - (C) road usage and maintenance costs and revenues.
- (ii) The Grantor and its duly authorised agents, employees, advisers or representatives has the right at all reasonable times and on giving reasonable prior notice to examine such records subject to the relevant party first entering into a confidentiality agreement with the Grantee in a form previously agreed with the Grantee. Any information obtained from such records will at all times be treated by the Grantor as highly confidential and the Grantor will not disclose or distribute or permit to be communicated verbally or in writing the records or any part or any information obtained from the records other than to its professional advisers in relation to this Forestry Right or as required by law.[The Grantor indemnifies the Grantee and will keep indemnified the Grantee against all losses, damages, costs and

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expenses which the Grantee may incur whether directly or indirectly as a result of any unauthorised disclosure or use of the information contained in the records by the Grantor, its agents, employees, advisers or representatives.]

(i) Assignment

(i) Process

(ii) If at any time during the Term –

(A) the Grantee wishes to transfer, assign or otherwise dispose of all or part of its interest in this Forestry Right; and

(B) the Grantee is the Crown and the Grantor is either the Te Roroa Governance Entity or a wholly owned subsidiary of that Governance Entity, the process set out in clause 5.1(i) (iii) shall apply.

(iii) The Grantee shall give written notice to the Grantor offering to dispose of all or part of its interest in the Forestry Right as the case may be, at a price and on the terms and conditions set out in the notice. The Grantee may withdraw a notice at any time before acceptance.

(iv) If the Grantor –

(A) accepts the offer by notice in writing to the Grantee before the the expiry of one calendar month after receiving the notice (“the Expiry Date”) a contract is constituted between the Grantee and the Grantor at the price and on the terms and conditions in the Grantee’s notice;

(B) does not accept the offer by notice in writing within one calendar month, the Grantee may, at any time within the period of two years after the Expiry Date, dispose of all or part of its interest in the Forestry Right (as the case may be) subject to clause 5.1(i)(v);

(v) The price and the other terms and conditions of the disposal may not be more favourable to the purchaser than those that were set out in the notice;

(vi) After the two year period referred to in clause 5.1(i) (iv) or notice is withdrawn in accordance with clause (i)(iii), clause 5.1(i)(iii) applies again.

(vii) Notice

Subsequent to the process described above (if applicable), the Grantee shall give the Grantor the opportunity to participate in any auction or other sale process which the Grantee may carry out in respect of such proposed disposition. The Grantee will make available to the Grantor (subject to any confidentiality undertakings from the Grantor required by the Grantee) all information which will be made available by the Grantee to other prospective purchasers.

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(viii) Grantor's consent

Should the Grantor not wish to participate in any sale process or not be the successful purchaser on any sale, the Grantee may then transfer, or otherwise dispose of its interest in this Forestry Right subject to obtaining the prior written consent of the Grantor. Such consent is not to be unreasonably or arbitrarily withheld or delayed in the case of a transfer or assignment to a reputable and solvent person or body corporate (the Transferee) capable of performing the Grantee's obligations under this Forestry Right and satisfying the criteria set out in Appendix 4. Any dispute as to the capability of the Transferee is to be resolved by Dispute Resolution (as set out in clause 13).

(ix) Release of Grantee

On assignment or transfer of this Forestry Right in accordance with this clause, the Grantee will be released from all future obligations as Grantee in this Forestry Right but without prejudice to the rights of either party against the other in relation to any antecedent breach or non-performance arising prior to the date of such assignment or transfer.

(x) Change in shareholding

Any change in shareholding of the Grantee which results in a change in the effective control of the Grantee shall be deemed an assignment and shall be subject to the provisions of this clause 5.1(i).

(j) **Not to reduce capital or assets of Grantee**

(i) During the Term the Grantee shall maintain its financial covenant at the level as at the date it became the Grantee and not reduce the same without the approval of the Grantor whose consent shall not be unreasonably withheld where the Grantee remains capable of performing its obligations under this Forestry Right based on the criteria set out in Appendix 4. The Grantor reserves the right to require the Grantee to provide a Bank Bond acceptable to the Grantor in all respects, securing the performance by the Grantee of the Grantee's obligations under this Forestry Right during the last three years of the Term.

(ii) Clause 5(j)(i) does not apply while the Crown is Grantee.

(k) **Fire protection**

(i) In all respects to comply with and indemnify the Grantor against all liability under the Forest and Rural Fires Act 1977 directly arising from any negligent act or omission of the Grantee and (subject to the provisions of that Act or any other statute affecting the same) the Grantee is to:

(A) carry out all proper fire protection on the Relevant Land;

(B) take all reasonable measures that may be necessary to prevent the spreading of any fire on, from, to or across the Relevant Land;

(C) provide and maintain equipment in good working order and condition which is suitable and adequate for the purpose of fighting fires and for

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securing the reasonable safety of lives from fire on the Relevant Land;

- (D) place fire fighting and safety equipment in localities where it will be readily accessible and conveniently ready for use at all times; and
- (E) provide structures and do all things that the Grantee reasonably considers necessary for the protection of the fire fighting and safety equipment.
- (F) consult with other parties who have an interest with respect to a fire evacuation plan for the Waipoua settlement residents.
- (G) participate in any regional organisation established to control fires in the area.

(ii) To erect look-outs, construct firebreaks and take such other normal fire protection measures (including the destruction without compensation of any portion of the Relevant Trees) as may from time to time be necessary.

(iii) To take out and maintain public liability insurance to the minimum value of \$10,000,000 with a policy extension of a minimum of \$1,000,000 for firefighting.

(iv) Clause 5(k) (iii) does not apply while the Crown is the Grantee.

(l) **Damage and nuisance**

To exercise the rights, liberties and powers granted by this Forestry Right in such manner so as to cause as little damage, nuisance or injury as is reasonably possible given the use of the Relevant Land for afforestation purposes to the owners or occupiers of any adjoining or neighbouring land. For the avoidance of doubt, the exercising of the Grantee's rights in this Forestry Right will not be a breach of this clause. The Grantee will indemnify, and keep indemnified, the Grantor against all actions, claims, demands, proceedings, damages, costs, charges, expenses, loss and liability which the Grantor may incur or be put to by reason or in consequence of, the breach by the Grantee of any of the provisions of this Forestry Right.

(m) **Compliance with statutes and regulations**

- (i) The Grantee is to comply with all relevant statutes, bylaws, permits, consents and approvals affecting the Grantee's use of the Relevant Land or the Grantee's activities under this Forestry Right.
- (ii) The Grantee, at its own cost, is to obtain and maintain and do all things necessary to respect and comply with all necessary regulatory permits, consents and approvals, including all necessary resource consents, in connection with the Grantee's use of the Land.
- (iii) The Grantee will indemnify, and keep indemnified, the Grantor against all actions, claims, demands, proceedings, damages, costs, charges, expenses, loss and liability which the Grantor may incur or be put to by reason or in consequence of liability arising from a breach or non-compliance by the

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Grantee in respect of such statutes, bylaws, permits, consents and approvals.

(n) **Wahi tapu (historic and sacred places)**

- (i) If the Grantee is required to undertake an archaeological assessment or investigation for the purposes of Part I of the Historic Places Act 1993 the Grantee shall engage the Te Roroa Governance Entity or a person nominated by it to carry out the work required (being the assessment or investigation and work necessarily incidental to that).-
 - (A) provided the Te Roroa Governance Entity or nominee is able to make the engagement consistent with the Historic Places Act; and
 - (B) the Te Roroa Governance Entity, or the nominee, as the case may be, is entitled to charge a reasonable fee to be agreed with the Grantee together with other terms and conditions for the work required.
- (ii) The Grantee shall seek the advice of the Te Roroa Governance Entity or a person nominated by it on the protection of the wahi tapu and archaeological sites on the Relevant Land. The Grantee is also free to seek advice from any other person, subject to obtaining consent from the Grantor, such consent not to be unreasonably or arbitrarily withheld.
- (iii) Nothing in clause 5.1(n)(i) removes any statutory obligations on the Grantee to consult with Te Roroa, or groups representing Te Roroa, on forestry operations.
- (iv) The Grantee shall preserve and safeguard all wahi tapu in or on the Relevant Land the existence and location of which have been disclosed by or on behalf of the Te Roroa Governance Entity to the Grantee by way of location map before the date of the Deed of Settlement of the Historical Claims of Te Roroa.
- (v) The Grantee will preserve and safeguard Te Roroa wahi tapu which may be discovered on the Relevant Land in the course of the Grantee's exercise of this Forestry Right.
- (vi) If the Grantee or the Grantee's employees, contractors, agents, licencees or invitees discover any human remains on the Relevant Land –
 - (A) this discovery is to be notified immediately to the Grantor (or to the nearest available representative of the Grantor);
 - (B) the Grantor shall be entitled to enter onto the lands to re-inter or otherwise preserve and safeguard those remains in any burial grounds;
 - (C) pending re-interment or any decision of the Grantor not to re-inter, the remains will be regarded and treated with respect and proper provisions are to be made with all due reverence for their interim safety and custody.

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- (vii) The location on the Relevant Land of human remains or wahi tapu discovered by the Grantee or the Grantee's employees, contractors, agents, licencees or invitees will be identified in the next prepared Three Year Plan
- (viii) Prior to undertaking any forestry operations at or near any wahi tapu sites, in or on the Relevant Land, the Grantee is to consult with the Grantor and comply with its reasonable directions in relation to the same.
- (o) **Nga taonga-o-nga tupuna**
 - (i) Subject to the Antiquities Act 1975 -
 - (A) if during the Term any taonga is discovered by the Grantee or its employees, contractors, agents, licensees or other invitees, the Grantee is to take all reasonable practicable steps to safeguard the same, and will immediately notify the Grantor and will comply with the Grantor's reasonable directions as to the disposal of the same.
 - (B) any taonga found on the Relevant Land shall belong to the Grantor. Where any such taonga have been discovered and the Grantor has not reached or implemented any decision as to the disposal of them within one (1) years of being requested by the Grantee to do so the Grantee shall hand over such taonga to the Grantor.
- (p) **Grantor's Land**

The Grantor may, at its sole option and discretion, carry out such work, action and remedial action as it believes is necessary in respect of any part of the Grantor's Land and the Grantee shall not object to the same and shall grant uninterrupted access to the Grantor's Land for the purpose of any such work provided that the Grantor shall consult with the Grantee as to the timing and notice of such works.

6 Access Covenants

6.1 The Grantee and the Grantor agree as follows -

- (a) Subject to the parties contributing to maintenance according to use, to allow continued uninterrupted reasonable access at all reasonable times to the Grantor (and its contractors, employees or licensees) to all areas of the Relevant Land (to the extent reasonably consistent with the Grantee's rights and obligations under this Forestry Right) including continued access to enable the carrying out of forestry operations on any Returned Land;
- (b) Should the Grantor wish to formalise arrangements to landlocked land within the Relevant Land, the Grantor will seek the agreement of the Grantee which will not be unreasonably withheld;
- (c) The Grantor retains customary access to allow members of Te Roroa to continue to exercise their existing rights and practices, and to allow the continuation of any

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: FORESTRY RIGHT

other existing practices and uses subject to compliance at all times with the Grantee's health and safety, fire and security requirements; and

- (d) The Grantor its employees, contractors, agents, licensees and invitees retain access to all areas of the Relevant Land to the extent reasonably consistent with the Grantee's rights and obligations under this Forestry Right to enable the carrying out of tourism or other business ventures of the Grantor.
- (e) The Grantee will consult with and obtain the prior written approval of the Grantor (acting reasonably and having regard to the terms of this Forestry Right) in relation to any grounds upon which the Grantee may refuse access to any persons wishing to have access under this clause 6.1 (iii) and (iv), and to obtain the prior written approval of the Grantor to any terms or conditions which the Grantee proposes to impose on such persons upon being granted access to the Relevant Land.

6.2 The Grantor covenants and agrees with the Grantee as follows:

To use all reasonable endeavours to do all things necessary to enable the Grantee its employees, agents, and licensees, or other invitees to obtain reasonable access to the Relevant Land during the Term for the purposes of this Forestry Right across the Land (including the Returned Land), and any other land held, occupied or otherwise controlled by the Grantor, having regard to the use of the access areas by the Grantor, its employees, contractors, agents, licensees, grantees of other forestry rights, and invitees

7 Grantor's Covenants

7.1 The Grantor covenants and agrees with the Grantee as follows:

(a) Improvements

- (i) To allow the Grantee unencumbered (non-exclusive where part of the Relevant Land has been returned) access to and use of the improvements including roadways, tracks, fire installations, bridges, fire breaks, fences, gates and other improvements ancillary to forestry operations on the Land at the Commencement Date subject to a contribution to maintenance according to use.
- (ii) To allow the Grantee the non-exclusive right to use the Fire Store during the Term of this Forestry Right provided:
 - (A) it maintains the same at its cost;
 - (B) at expiry of the Term or such earlier date as agreed it returns the same in good condition (subject to fair wear and tear);
 - (C) on return of any part of the Relevant Land it shall share such use with any other forest operators on the Returned Land as required with the

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

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maintenance obligations and costs also shared from that time on the basis of use.

(D) The parties may review and amend this clause during the Term, acknowledging that as the proportion that the area of the Relevant Land bears to the total area of the Land will decrease with the return of more Handback Units, it may be more appropriate for a party having rights over a proportionately larger area of the Land to have use of the fire store. The Grantee shall not be entitled to any compensation should the Grantor revoke this right.

(iii) To allow the Grantee, with the consent of the Grantor (such consent not to be unreasonably withheld) to construct such other improvements on the Relevant Land during the Term as are ancillary to its forestry operations on the Relevant Land in relation to the Relevant Trees (other than a processing or manufacturing mill and/or plant) and, at the end of the Term, to allow the Grantee to remove any such improvements that are movable, provided that the Grantor may refuse consent to the construction of any improvement that cannot be removed or rehabilitated at the expiry of the Term (in relation to the Relevant Land on which such improvement is to be located) without the parties agreeing upon the basis and terms upon which such removal and rehabilitation may be achieved.

(b) **Fencing**

If the Grantor requires the Relevant Land or any part of it to be fenced between areas occupied by the Grantor and the Grantee, the Grantor will erect and maintain such a fence at the Grantor's expense and the Grantee will not be called on to contribute to the costs of erecting and maintaining such a fence or fences.

(c) **Assignment**

If the Grantor wishes to transfer mortgage lease or part with possession of its interest in the Relevant Land or any part of it or create or dispose of any interest in the Relevant Land, it shall ensure that such transfer mortgage lease or other disposition is subject to this Forestry Right.

(d) **Mining**

In the event that the Grantor wishes to grant access to the Returned Land to any other party for the purposes of exploration, prospecting or mining which can be carried on without undue interference to the exercising of the Grantee's rights in this Forestry Right during the Term and which access or activity has no economic impact on the Grantee the Grantor will before any relevant permissions are given or contracts are entered into, inform the Grantee of the operations to be carried out on the Returned Land and confer with the Grantee and agree on such measures as are necessary to protect the Relevant Trees and generally preserve and keep in full force and effect all the covenants rights and agreements in this Forestry Right.

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(e) **No interference**

In the course of its use and enjoyment of the Land the Grantor is not to unreasonably or unnecessarily interfere with the Grantee's rights in this Forestry Right or create any other nuisance.

(f) **Insurance**

To take out and maintain public liability insurance to the minimum value of \$10,000,000 with a policy extension for a minimum of \$1,000,000 for fire fighting. This clause 7.1(f) does not apply while the Crown is the Grantor.

(g) **Consent of mortgagees (if any)**

The Grantor warrants that it has obtained the written consent of all mortgagees (if any) holding security over the Land to the granting and registration of this Forestry Right, and that their interest as mortgagee is subject to this Forestry Right, which shall have priority thereto.

(h) **Indemnity**

To indemnify the Grantee against actions, claims, demands, proceedings, damages, costs, charges, expenses, losses and liabilities which the Grantee may incur by reason of the activities of the Grantor in breach of this Forestry Right. This clause does not apply while the Crown is the Grantee.

(i) **Fire Protection**

To participate in any regional organisation established to control fires in the area.

(j) **Payment of monies**

To pay all monies payable in this Forestry Right by the Grantor to the Grantee are to be paid in New Zealand at the registered office of the Grantee or at such other place, or to such bank account in New Zealand as the Grantee reasonably specifies from time to time by notice in writing to the Grantor.

(k) If the Grantee is the Crown all monies payable in this Forestry Right by the Grantor to the Grantee are to be paid in New Zealand at such place or to such bank account in New Zealand as the Grantee reasonably specifies from time to time by notice in writing to the Grantor.

8 Mutual Covenants

8.1 The Grantor and the Grantee mutually agree and declare and covenant with each other as follows:

(a) **Nga Tikanga Whakangau Kararehe (Hunting Rights)**

(i) Subject to paragraph (ii) the Grantor reserves the right to hunt and may issue permits to hunt to any person.

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- (ii) The Grantor and the Grantee shall agree any reasonable conditions that may be placed on the permits issued by the Grantor. If the parties cannot agree on there being no need for conditions or on the conditions that should apply no permits may be issued.
 - (iii) The Grantee may require that the Grantor –
 - (A) make permits conditional on any requirements necessary for forest management fire prevention and health and safety; or
 - (B) temporarily cease to issue permits in order that those requirements of forest management etc are met.
 - (iv) The Grantee is not liable to –
 - (A) any person, including the Grantor, for the acts defaults or omissions of any person exercising a right under this clause or a permit issued under this clause whether or not the acts defaults or omissions would otherwise constitute a breach of this Forestry Right; or
 - (B) any person for any loss injury or damage in any way incurred as a result of or arising out of the issue of a permit pursuant to this clause and entry upon the Relevant Land.
- (b) **Statement of the parties' rights in respect of any compensation for land taken**

If the Relevant Land or any part of the Relevant Land including the Relevant Trees is taken by proclamation or otherwise by any local authority or the Crown or any other statutory body pursuant to the Public Works Act 1981 or any other statute so enabling the amount of compensation paid in respect of the Relevant Trees standing or lying on any part of the Relevant Land so taken will belong to the Grantee. Any compensation or payment to be made in respect of buildings, fixtures or other improvements erected or constructed on the Relevant Land by the Grantee in exercise of its rights and power in this Forestry Right will belong to the Grantee absolutely (except to the extent that such improvements are to be returned at no cost to the Grantor at the end of the Term, in which case the compensation or payment made in respect of those improvements will belong to the Grantor) and any compensation or payment to be made in respect of any minerals on or under the Land and the Land belong to the Grantor absolutely. All rights and obligations under this Forestry Right shall cease in respect of the area taken and the Annual Rent shall be reduced from the date of taking by the rate per hectare specified in clause 4.1(b) of the part of the Productive Area taken multiplied by the hectares taken. Any over payment of the Annual Rent paid by the Grantee to the Grantor is to be credited against the next payment of Annual Rent due under this Forestry Right. Any over payment of other monies shall be credited or invoiced to the Grantor at the end of each year in the manner contemplated in clause 5.1(b)(i).

(c) **Removal of structures and Fixed machinery**

- (i) Subject as provided in this subclause the Grantee may, (and shall if requested by the Grantor) at the end or sooner determination of the Term remove from the Relevant Land any or all buildings, structures and Fixed

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machinery which the Grantee has erected or constructed on the Relevant Land.

- (ii) The Grantee shall, after the removal of any building, structures and Fixed machinery, restore to the reasonable satisfaction of the Grantor the surface of the ground of the Relevant Land to a condition as close as reasonably possible to the condition prescribed for Handback Units in clause 3.3. Should the Grantee not have removed such buildings, structure and Fixed machinery within a reasonable period after having been requested by the Grantor to do so, the Grantor may carry out such removal and reinstatement of the land (as prescribed in this sub clause) and recover the cost of the same from the Grantee as liquidated damages;
 - (iii) The Grantee acknowledges that no compensation is to be payable to the Grantee for any improvements erected by the Grantee on the Relevant Land during the Term and remaining on the Relevant Land after the end or sooner determination of the Term except as provided in subclause 7.1(a), subclause 8.1(d)(iv) and subclause 8.1(d)(v).
 - (iv) Notwithstanding the foregoing, the Grantor may by notice given to the Grantee not later than twelve months prior to the completion of clearfelling of the Relevant Trees require the Grantee not to remove from the Relevant Land any buildings structures or Fixed machinery specified in such notice. The Grantor and the Grantee will use all reasonable endeavours to agree a value for such buildings, structures or Fixed machinery, and the sum so agreed is to be paid by the Grantor to the Grantee as compensation on or before the expiry of the Term.
 - (v) In the event that the Grantor and the Grantee are unable to agree on a value for such of the buildings, structures or Fixed machinery which the Grantor has requested remain on the Relevant Land within 14 days of receipt by the Grantee of the Grantor's notice, the Grantor and the Grantee will each within 7 days (Date of Appointment) of the expiry of the 14 day period appoint a valuer (being a member of the New Zealand Institute of Property) and each will notify the other of its appointment. The valuers will jointly determine the value of such buildings structures and/or Fixed machinery and will advise the Grantor and Grantee of their determination with 7 days of the Date of Appointment. Each party will bear the costs of their own valuer.
- (d) **Review of provisions relating to Grantee's responsibility for various matters**

The parties have made provisions herein for the Grantee to take responsibility for various matters, such as payment of rates and outgoings (clause 5.1(b)), control and maintenance of roads and the construction of new roads, and control and maintenance of the Fire Store (clause 7.1(a)). The parties agree that they may review and amend these and similar provisions during the Term, acknowledging that as the proportion that the area of the Relevant Land bears to the total area of the Land decreases with the return of more Handback Units, it may be more appropriate for a party having rights over a proportionately larger area of the Land to have control of these matters.

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(e) Management

The Grantee and the Grantor shall jointly participate in the process to select and appoint a forest manager to manage the Relevant Land and the Grantor's land and shall jointly participate in the management and stewardship of the Relevant Land. To achieve this the parties agree to establish a Forest Management Co-ordinating Committee as set out in Appendix 6.

9 Risk

9.1 Subject to clause 7.1(f), any loss, damage or destruction to the Relevant Trees will be at the risk of the Grantee. Any loss, damage or destruction to the Relevant Land will be at the risk of the Grantor.

10 Default

10.1 If the Grantee is at any time or times, in default in the performance of any one or more of the material covenants, conditions or provisions on the part of the Grantee expressed in this Forestry Right and provided that the Grantor has notified the Grantee in writing of the default and the non-observance or non-performance by the Grantee has continued for a period of three (3) calendar months without the Grantee taking all reasonable steps to remedy the default then it shall be lawful for the Grantor (without prejudice to any rights of re-entry or other right) to perform any such covenant condition or provision on behalf of the Grantee.

10.2 The Grantor is to be entitled, at all times, for the purposes of subclause 10.1, to enter upon the Relevant Land, with such workpersons and other persons as the Grantor shall think fit and to remain on the Relevant Land for such time as in the circumstances is reasonable and proper.

10.3 All costs and expenses reasonably and properly incurred by the Grantor in exercising its rights pursuant to subclause 10.1 are to be repaid to the Grantor by the Grantee within 14 days of receipt of written demand for payment and if not paid within sixty (60) days from the date of written demand by the Grantor, are to be paid together with interest to be calculated at the Default Interest Rate on a daily basis from the date of demand to the date of actual payment.

10.4 It is to be lawful for the Grantor without notice or suit, to enter onto any part of the Relevant Land at anytime and determine the estate of the Grantee under this Forestry Right but without releasing either party from liability in respect of any antecedent breach of any of the covenants, conditions or restrictions in this Forestry Right on the part of either party contained or implied if:

- (a) the Grantee enters into compulsory liquidation or compromises with or transfers the Grantee's estate in this Forestry Right for the benefit of creditors; or
- (b) any payment due by the Grantee under this Forestry Right has not been paid within thirty (30) days after its due date, the Grantor has given the Grantee 10 days' notice in writing of the default, and the Grantee has not made the payment in that period; or
- (c) there is a material breach or non-observance or non-performance by the Grantee of any essential covenant, condition or restriction in this Forestry Right on the

TE ROROA DEED OF SETTLEMENT: SCHEDULES

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part of the Grantee continuing for a period six (6) calendar months after the earlier of:

- (i) the date on which the Grantee first became aware of such breach or non-observance or non-performance; and
- (ii) the date on which written notice of the same has been given by the Grantor and received by the Grantee, requiring such default to be remedied,

and the Grantee has failed to take reasonable steps to remedy such breach.

10.5 If the Annual Rent or any other money payable by either party to the other under this Forestry Right is in arrears and unpaid for 14 days whether demand has been made or not the Grantee shall pay to the Grantor interest to be calculated at the Default Interest Rate on a daily basis from the due date to the date of actual payment.

11 Force Majeure

11.1 For the purposes of this Forestry Right, a cause of force majeure (being an unforeseeable course of events outside the control of the parties, and which could not be avoided by the exercise of due care) is to be limited to any of the following occurrences:

- (a) war (whether declared or not declared), revolution, riot, or act of public enemies;
- (b) flood storm, tempest, wind, earthquake, volcanic activity, fire (as an act of God), explosion or other act of God;
- (c) act or restraint of any local authority or department of state;
- (d) the taking of the whole of the Land by proclamation or otherwise by any local authority or department of state; and
- (e) disease, blight or infection of trees

whereby a party is materially prevented from performing its obligations under this Forestry Right. Without limiting the foregoing, the solvency of a party shall be deemed to be within that party's reasonable control and is not a force majeure event.

11.2 If any of the above mentioned causes of force majeure materially prevents the performance by Grantor or the Grantee of any of their respective obligations under this Forestry Right then performance of that obligation is to be suspended until the cause of force majeure ceases to prevent performance of that obligation. The party claiming force majeure is to notify the other in writing as soon as reasonably possible after the occurrence of the cause of force majeure.

11.3 Force majeure shall not excuse the non-payment of any money due or which becomes due under this Forestry Right where the obligation to pay arose before the occurrence of the event of force majeure.

11.4 Notwithstanding the provisions of clause 11.2, if for any reason it appears that the subsistence of the cause of force majeure will operate to frustrate this Forestry Right then either party may apply to the other for termination of this Forestry Right. If the other party agrees to such termination then the terms of the termination are to be

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agreed between the parties and if the parties fail to agree on such terms the matter is to be referred for resolution in accordance with the Dispute Process.

12 Confidential Information

- 12.1 The parties each acknowledge that they will obtain access to confidential information of the other (Confidential Information) and shall at all times keep confidential and not directly or indirectly make or allow any disclosure, or use or allow use to be made, of any oral or written Confidential Information relating to the other party, or the other party's operations except to the extent:
- 12.2 required by law and then only after advising the other party of that requirement; or
- (a) necessary to obtain the benefit of, or to carry out obligations under, this Forestry Right; or
 - (b) that the information is or becomes available in the public domain without breach by the other party of its confidentiality obligations under this clause or at law; or
 - (c) that the information was already known to the third party on a non-confidential basis prior to disclosure to it; or
 - (d) that the other party otherwise agrees in writing.
- 12.3 Clause 12.1 does not apply to information that either party is required to disclose under the Official Information Act 1982.

13 Dispute Resolution

- 13.1 A party claiming that a dispute has arisen concerning this Forestry Right must give notice to the other party specifying the matter in dispute. The parties will use their best endeavours to resolve the dispute by negotiation in good faith.
- 13.2 If the dispute cannot be resolved within twenty (20) business days after the date of the notice referred to above, the dispute will be referred to arbitration by a sole arbitrator under the provisions of the Arbitration Act 1996. The arbitrator will be agreed upon between the parties within ten (10) business days of written notice, or failing agreement, will be nominated by the President of the New Zealand Law Society. The arbitrator may appoint a forestry adviser to assist the arbitrator.
- 13.3 Nothing in this clause will prevent any party commencing any legal proceedings for urgent or injunctive relief.

14 Assignment and Te Roroa Governance Entity's continuing rights

- 14.1 If the Grantor wishes to transfer mortgage lease or part with possession of its interest in the Relevant Land or any part of it or create or dispose of any interest in the Relevant Land, it shall ensure that such transfer mortgage lease or other disposition shall be subject to this Forestry Right.
- 14.2 The Te Roroa Governance Entity shall continue to have –
- (a) the right to issue access permits to hunt to members of Te Roroa;

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- (b) the right to permit access to the Relevant Land to members of Te Roroa for the carrying out existing rights and practices; and
- (c) the right of access and the right to permit access to members of Te Roroa to carry out tourism or other business ventures,

under this Forestry Right notwithstanding any transfer mortgage or lease or parting with possession of its interest in the Relevant Land or any part of it or the creation or disposition of any interest in the Relevant Land in accordance with clause 14.1.

- 14.3 The Te Roroa Governance Entity may waive its rights under clause 14.2 by notice in writing to the parties to this Forestry Right but unless it does so it may enforce those rights against them.

15 Notices

- 15.1 Any demand or requirement or notice which pursuant to the provisions of this Forestry Right is given by either party shall be in writing and shall be signed by the party giving the demand or requirement or notice or by an officer, servant or lawyer of that party and shall be deemed to have been duly served on the other party if delivered to it personally, or sent by facsimile to the following addresses or to a party's last known business address:

To the Grantor:

[to be completed]

To the Grantee

The General Manager
Crown Forestry Division
Ministry of Agriculture and Forestry
P O Box 2526
Wellington
Fax: 04 4989623

16 General

16.1 References to Statutes

Wherever in this Forestry Right there is contained any reference to any statute and that statute is repealed and there is no statutory provision similar to that referred to in this Forestry Right re-enacted then the provision so repealed will notwithstanding its repeal continue to apply between the parties as if the same were a clause set out in this Forestry Right.

16.2 Registration

The Grantee will, at its own expense, take all steps necessary to register this Forestry Right pursuant to the provisions of the Forestry Rights Registration Act 1983. The Grantor shall provide to the Grantee all reasonable assistance requested by the Grantee to permit such registration.

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16.3 Profit à prendre'

The rights granted to the Grantee in this Forestry Right are expressly declared to be in the nature of a profit à prendre in gross over the Relevant Land. This Forestry Right is to be binding upon and is to enure for the benefit of the Grantor and the Grantee and their respective successors, permitted assigns and transferees.

16.4 Governing Law

The law applicable to this Forestry Right will be the law of New Zealand. The parties irrevocably and unconditionally agree to submit to, and to be bound by, the non-exclusive jurisdiction of the Courts and tribunals of New Zealand.

Execution

[To be checked and altered so as to comply with the Land Transfer Regulations 2002 attestation requirements.]

Executed as a memorandum of transfer creating a forestry right.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: FORESTRY RIGHT

SIGNED by and on behalf of Her Majesty
the Queen by the Minister of Finance or
authorised delegate][]
)

Signed in the presence by [insert name
of witness]

) _____

Witness Signature

Print Name

Witness Occupation

Place of residence

SIGNED by and on behalf of Her Majesty the Queen by the Minister of
State-owned Enterprises or authorised delegate][])

Signed in the presence by [insert name of witness]

)

Witness Signature

Print Name

Witness Occupation

Place of residence

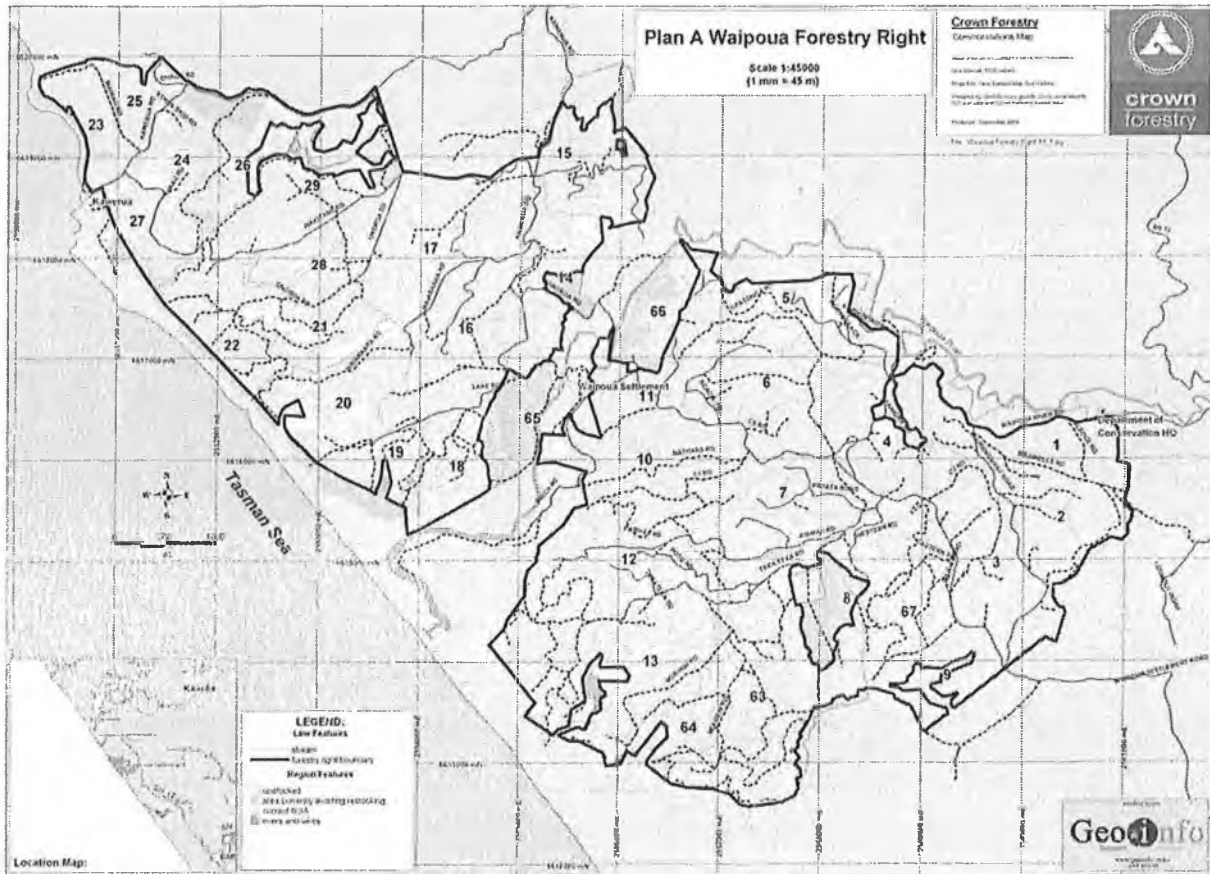
TE ROROA DEED OF SETTLEMENT: SCHEDULES

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APPENDIX 1: RELEVANT LAND

PLAN A

PLAN OF WAIPOUA FOREST – THE RELEVANT LAND



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TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST:

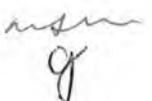
PLAN A

ATTACHMENT

LEGAL DESCRIPTION OF WAIPOUA FOREST – THE RELEVANT LAND

3338.2330 hectares, more or less, being Part Lot 1 and All Lot 2 DP 155131 and All lot 3 and Part Lot 4 DP 155132. Part PR 15/91, Part Gazette 1876 page 621, Part Gazette 1906 page 1429, Part Gazette 1922 page 1196, Part Gazette 1923 page 2540, Part Gazette 1933 page 1215, Part Gazette 1948 page 298, Part Gazette 1950 page 186, Part Gazette 1961 page 1480, Part Gazette 1965 page 1201, Part Gazette 1966 page 1333, Part Gazette 1974 page 709, Part Proclamation 19354, Document K 3124 and Document K 3720.

as shown on plan A of appendix 1.



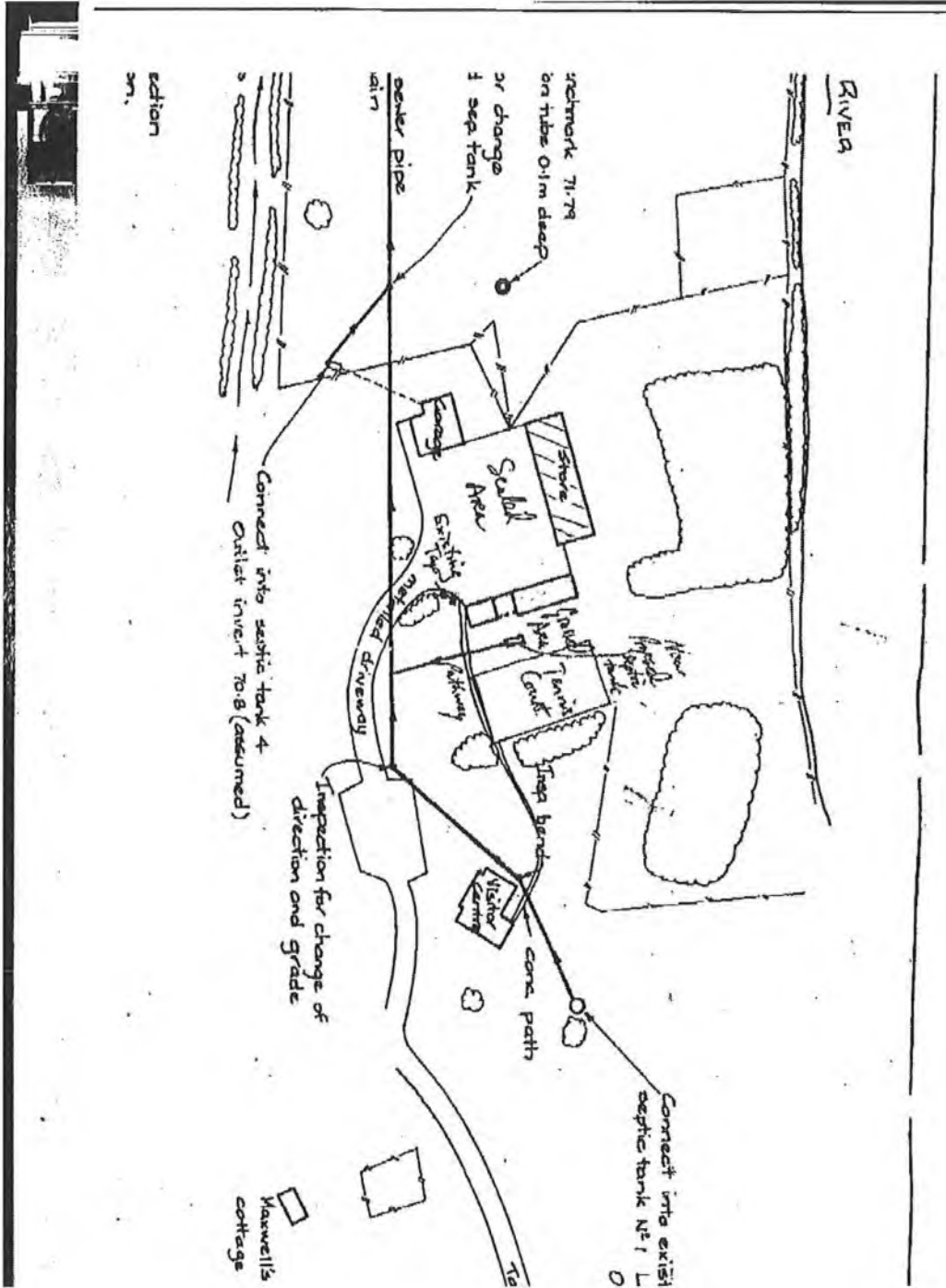
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PLAN B

FIRE STORE

Fire Store (marked with diagonal hatching)



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TE ROROA DEED OF SETTLEMENT: SCHEDULES

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[This appendix will need to be updated prior to Commencement Date.]

APPENDIX 2: PRODUCTIVE AREA

Net Stocked Areas as at 30 June 2005 including 2005 replanting areas

Part A - Stands

Compartment	Stand	Net Stocked Area	Species	Year planted	Age in 2005
5	90	3.4	P.RAD	2005	0
11	90	6.7	P.RAD	2005	0
15	90	4.4	P.RAD	2005	0
16	90	21.4	P.RAD	2005	0
24	90	68	P.RAD	2005	0
27	90	44.5	P.RAD	2005	0
67	90	1.6	P.RAD	2005	0
2	1	47.1	P.RAD	2004	1
4	7	13.9	P.RAD	2004	1
28	2	55.1	P.RAD	2004	1
28	90	33.8	P.RAD	2004	1
29	1	85.1	P.RAD	2004	1
4	6	6.7	P.RAD	2003	2
7	5	57.6	P.RAD	2003	2
8	4	37.6	P.RAD	2003	2
16	3	24.5	P.RAD	2003	2
17	12	0.6	P.RAD	2003	2
67	3	12.7	P.RAD	2003	2
1	6	6.4	P.RAD	2002	3
4	4	18.3	P.RAD	2002	3
14	8	7.5	P.RAD	2002	3
28	1	27.2	P.RAD	2002	3
1	5	52.3	P.RAD	2001	4
1	7	13.9	P.RAD	2001	4
8	7	24.4	P.RAD	2001	4
15	1	8.7	P.RAD	2001	4
63	4	19.1	P.RAD	2001	4
1	4	27.0	P.RAD	2000	5
14	15	15.8	P.RAD	2000	5
15	2	13.7	P.RAD	2000	5
63	10	48.6	P.RAD	2000	5
17	3	29.4	P.RAD	1999	6
63	1	50.0	P.RAD	1999	6
8	6	2.8	P.RAD	1998	7
63	8	30.3	P.RAD	1998	7
63	9	8.9	P.RAD	1998	7

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Compartment	Stand	Net Stocked Area	Species	Year planted	Age in 2005
8	5	22.7	P.RAD	1997	8
24	3	2.7	P.RAD	1997	8
63	7	1.1	P.RAD	1997	8
13	6	16.7	P.RAD	1996	9
14	2	2.6	P.RAD	1996	9
17	2	10.5	P.RAD	1996	9
23	6	1.7	P.RAD	1996	9
24	2	4.1	P.RAD	1996	9
64	1	16.2	P.RAD	1996	9
6	16	0.9	P.RAD	1995	10
9	6	29.8	P.RAD	1995	10
10	8	4.2	P.RAD	1995	10
12	9	12.0	P.RAD	1995	10
13	7	2.0	P.RAD	1995	10
14	6	10.2	P.RAD	1995	10
16	2	6.3	P.RAD	1995	10
17	10	0.6	P.RAD	1995	10
18	4	26.9	P.RAD	1995	10
19	4	11.1	P.RAD	1995	10
20	3	59.3	P.RAD	1995	10
21	2	44.8	P.RAD	1995	10
26	2	29.1	P.RAD	1995	10
26	3	5.9	P.RAD	1995	10
64	2	16.7	P.RAD	1995	10
67	2	13.5	P.RAD	1995	10
6	15	10.2	P.RAD	1994	11
10	3	37.7	P.RAD	1994	11
10	9	0.9	P.RAD	1994	11
12	4	18.0	P.RAD	1994	11
13	2	31.6	P.RAD	1994	11
17	4	22.0	P.RAD	1994	11
17	9	18.4	P.RAD	1994	11
18	3	4.7	P.RAD	1994	11
19	2	10.9	P.RAD	1994	11
4	2	32.7	P.RAD	1993	12
4	3	3.4	P.RAD	1993	12
5	1	24.6	P.RAD	1993	12
6	14	2.3	P.RAD	1993	12
10	2	33.3	P.RAD	1993	12
13	3	19.0	P.RAD	1993	12
13	9	1.8	P.RAD	1993	12
14	5	20.6	P.RAD	1993	12
15	4	7.3	P.RAD	1993	12

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: FORESTRY RIGHT

Compartment	Stand	Net Stocked Area	Species	Year planted	Age in 2005
6	131	30.0	P.RAD	1992	13
6	132	9.3	P.RAD	1992	13
13	16	13.6	P.RAD	1992	13
14	13	5.9	P.RAD	1992	13
17	1	1.9	P.RAD	1992	13
6	11	6.8	P.RAD	1991	14
7	4	2.1	P.RAD	1991	14
12	5	5.4	P.RAD	1991	14
13	4	15.0	P.RAD	1991	14
13	15	2.3	P.RAD	1991	14
6	12	8.1	P.RAD	1990	15
13	1	19.0	P.RAD	1990	15
67	1	8.9	P.RAD	1990	15
5	6	6.9	P.RAD	1989	16
6	10	7.9	P.RAD	1989	16
9	1	9.0	P.RAD	1989	16
12	1	11.5	P.RAD	1989	16
13	8	5.0	P.RAD	1989	16
67	9	5.7	P.RAD	1989	16
6	4	14.5	P.RAD	1988	17
5	13	12.3	P.RAD	1987	18
6	9	17.9	P.RAD	1987	18
7	3	12.3	P.RAD	1987	18
67	7	3.9	P.RAD	1987	18
4	1	13.3	P.RAD	1986	19
5	2	3.8	P.RAD	1986	19
7	2	25.6	P.RAD	1986	19
12	3	4.2	P.RAD	1986	19
67	6	12.3	P.RAD	1986	19
3	5	37.5	P.RAD	1985	20
3	6	20.4	P.RAD	1985	20
6	8	8.9	P.RAD	1985	20
7	10	13.4	P.RAD	1985	20
7	11	16.6	P.RAD	1985	20
12	8	15.1	P.RAD	1985	20
16	14	2.9	P.RAD	1985	20
16	15	10.5	P.RAD	1985	20
19	5	27.7	P.RAD	1985	20
3	4	25.2	P.RAD	1984	21
7	9	6.1	P.RAD	1984	21
15	10	2.4	P.RAD	1984	21
17	8	29.6	P.RAD	1984	21
21	3	4.8	AAMEL	1984	21

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: FORESTRY RIGHT

Compartment	Stand	Net Stocked Area	Species	Year planted	Age in 2005
2	6	7.9	P.RAD	1983	22
3	3	18.0	P.RAD	1983	22
9	5	0.8	P.RAD	1983	22
15	9	20.2	P.RAD	1983	22
16	12	38.5	P.RAD	1983	22
17	6	16.8	P.RAD	1983	22
17	7	0.5	PCDAC	1983	22
2	51	16.9	P.RAD	1982	23
2	52	12.3	P.RAD	1982	23
3	21	2.1	P.RAD	1982	23
3	22	16.4	P.RAD	1982	23
4	11	12.4	P.RAD	1982	23
6	7	4.1	P.RAD	1982	23
13	13	39.7	P.RAD	1982	23
13	14	1.5	MXI.E	1982	23
15	81	24.2	P.RAD	1982	23
15	82	6.3	P.RAD	1982	23
16	111	7.1	P.RAD	1982	23
16	112	17.9	P.RAD	1982	23
2	4	13.1	P.RAD	1981	24
4	10	6.5	P.RAD	1981	24
6	5	5.7	P.RAD	1981	24
7	8	7.9	P.RAD	1981	24
10	7	6.2	EUSAL	1981	24
12	72	12.8	P.RAD	1981	24
12	73	9.5	P.RAD	1981	24
12	711	23.9	P.RAD	1981	24
12	712	11.6	P.RAD	1981	24
14	11	0.2	EUREG	1981	24
17	5	6.0	P.RAD	1981	24
5	11	9.0	P.RAD	1980	25
10	6	19.6	P.RAD	1980	25
11	3	16.8	P.RAD	1980	25
11	4	1.0	P.RAD	1980	25
11	5	1.8	EUSAL	1980	25
12	6	34.4	P.RAD	1980	25
20	8	9.8	P.RAD	1980	25
22	4	40.8	P.RAD	1980	25
63	5	7.2	P.RAD	1980	25
63	6	3.5	AAMEL	1980	25
13	12	4.7	P.RAD	1979	26
16	10	3.6	P.RAD	1979	26
23	5	35.0	P.RAD	1979	26

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: FORESTRY RIGHT

Compartment	Stand	Net Stocked Area	Species	Year planted	Age in 2005
25	112	2.5	P.RAD	1979	26
25	121	27.3	P.RAD	1979	26
24	11	15.9	P.RAD	1978	27
24	12	3.8	P.RAD	1978	27
29	41	0.0	P.RAD	1978	27
29	42	6.7	P.RAD	1978	27
11	22	19.9	P.RAD	1977	28
7	71	3.4	P.RAD	1976	29
13	10	3.5	P.RAD	1976	29
13	17	2.7	P.RAD	1976	29
1	81	0.8	P.RAD	1974	31
63	3	4.7	P.RAD	1974	31
63	21	0.6	P.RAD	1973	32
63	22	2.6	P.RAD	1973	32
67	4	0.4	P.RAD	1971	34
8	1	2.7	EUSAL	1970	35
10	5	3.7	POSPP	1968	37
64	3	0.3	P.RAD	1968	37
14	7	2.9	POSPP	1966	39
13	5	2.0	P.RAD	1964	41
21	1	0.4	P.TAE	1962	43
20	2	2.2	P.ELL	1958	47
9	4	1.2	P.ELL	1957	48
4	5	0.1	AGAUS	1956	49
14	3	0.2	P.RAD	1956	49
14	4	0.2	P.ELL	1956	49
23	2	0.5	P.RAD	1952	53
23	11	5.1	P.PIN	1951	54
26	1	0.2	P.ELL	1951	54
17	11	0.8	P.ELL	1948	57
18	2	0.3	AGAUS	1948	57
18	11	0.2	P.PIN	1948	57
18	12	6.0	P.PIN	1948	57
16	1	3.0	P.LCO	1943	62
14	1	1.4	P.PAL	1942	63
12	2	2.3	P.PAL	1941	64
9	2	9.6	P.MCA	1940	65
9	3	0.6	MXEXO	1940	65
10	1	1.4	P.PAL	1940	65
10	4	1.5	P.PAL	1940	65
7	1	0.9	P.PIN	1939	66
5	4	0.2	P.PAL	1937	68
6	1	1.4	P.PIN	1936	69

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: FORESTRY RIGHT

Compartment	Stand	Net Stocked Area	Species	Year planted	Age in 2005
6	2	0.5	P.PAL	1936	69
Total Area		2796.3			

Part B – Area awaiting replanting at the commencement date

Compartment	Stand	Plantable area
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APPENDIX 3: NZ FOREST ACCORD

THE NEW ZEALAND FOREST ACCORD

This accord is between the New Zealand Forest Owners' Association (Inc.), the New Zealand Timber Industry Federation, the New Zealand Farm Forestry Association, the New Zealand Wood Panel Manufacturers' Association

and

the Royal Forest and Bird Protection Society of New Zealand (Inc.) together with the following environmental or recreational organisations who collectively comprise the New Zealand Rainforest Coalition:

- Environment & Conservation Organisations of N.Z. Inc.
- Federated Mountain Clubs
- Friends of the Earth
- Beach Action Committee
- Pacific Institute of Resource Management
- World Fund for Nature (N.Z.)
- Japan Tropical Forest Action Network
- Tropical Rainforests Action Group

and

Marae Society

OBJECTIVES OF ACCORD

To:

- define those areas where it is inappropriate to establish plantation forestry
- recognise the important heritage values of New Zealand's remaining natural indigenous forests and the need for their protection and conservation.
- acknowledge that the existing areas of natural indigenous forest in New Zealand should be maintained and enhanced
- recognise that commercial plantation forests of either introduced or indigenous species are an essential source of perpetually renewable fibre and energy offering an alternative to the depletion of natural forests

• acknowledge the mutual benefits emanating from an accord between New Zealand commercial forestry enterprises and conservation groups and the example that this unique accord can provide for the international community.

iv. in ecological districts where such surveys have not taken place, areas that would qualify as a Recommended Area for Protection (R.A.P.) or S.S.W.I. in the professional opinion of the Department of Conservation, using established criteria for such surveys.

INSTRUMENTS OF ACCORD

1. The parties agree that for the purposes of this accord a native tree is defined as any indigenous woody plant which ultimately forms part of the canopy of a naturally occurring forest in the locality under consideration and also includes any indigenous tree species which attains a diameter at breast height of 30cm or greater.
2. It is the policy of N.Z.F.O.A. that members, when establishing plantation forests, will exclude from land clearing and disturbance all areas of naturally occurring indigenous vegetation with the following characteristics:
 - i. any area of 6 hectares or greater which has an actual or emerging predominance of naturally occurring indigenous tree species of any height.
 - ii. any natural indigenous forest vegetation of between 1 and 5 hectares in area with an average canopy height of at least 6 metres which is practical to protect. This recognises that in some instances small pockets of native vegetation within a commercial forest cannot practically be protected from disturbance. However, viable stands will be excluded from clearance and every reasonable effort made to ensure such areas are not damaged in subsequent forestry operations.
 - iii. any vegetation recommended for protection in a survey report in the Protected Natural Areas Programme or classified as a Site of Special Wildlife Interest (S.S.W.I.) in a published report by the former Wildlife Service.

3. The parties support the production management and harvest of naturally occurring indigenous forest only where such activity is conducted on a sustainable basis and principally for the production of added value solid wood products in New Zealand. A "sustainable basis" is considered to be a rate and method of tree extraction that does not exceed the replenishment so that the forest ecosystem in the area under consideration is maintained in perpetuity.

4. The conservation groups undertake to:


- acknowledge the importance of plantation forestry as a means of producing wood products and energy on a sustainable basis while promoting the protection and conservation of remaining natural forests, and to promote these understandings both within New Zealand and internationally;


5. The parties agree that this accord excludes high country Crown land, Crown pastoral leases and lands controlled by the Department of Conservation.


6. The parties agree that existing arrangements for the supply of native timber authorised by past Government decisions are not covered by this accord and that this accord will not be used by them to have effect on, nor to influence, negotiations with the Crown for forest arrangements referred to by the West Coast accord and the transitional arrangements in Southland.

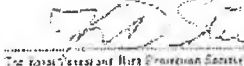
7. The parties to this accord agree to meet from time to time to monitor the implementation and address issues which may arise.

Signed by the following parties, in Wellington on the 14th day of August 1991:


The New Zealand Farm Forestry Association (Inc.)


The New Zealand Wood Panel Manufacturers' Association (Inc.)


The New Zealand Timber Industry Federation (Inc.)


The Royal Forest and Bird Protection Society of New Zealand (Inc.)


Environment and Conservation Organisations of New Zealand (Inc.)


Friends of the Earth


Beach Action Committee


Pacific Institute of Resource Management


World Fund for Nature (New Zealand)


Japan Tropical Forest Action Network


Tropical Rainforests Action Group


Marae Society

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: FORESTRY RIGHT

APPENDIX 4: CRITERIA FOR ASSIGNMENT

1.1 In the event that the Grantee wishes to assign or transfer this Forestry Right under clause 5.1(i) (v), it shall first obtain the written consent of the Grantor which shall not be unreasonably or arbitrarily withheld provided that such consent shall not be refused or withheld by the Grantor in any case where the conditions listed in Clause 1.2 apply.

1.2 Conditions for Total Assignment

The conditions referred to in Clause 1.1 are as follows:

1.2.1 The proposed assignment or transfer relates to all the Relevant Land and not to any part or parts of the Relevant Land less than the whole;

1.2.2 The Grantee is not at the time of application for such consent or thereafter before consent is granted in default in the due and punctual observance of the covenants and conditions on the Grantee's part herein contained;

1.2.3 The incoming grantee is not at the time of application for such consent or thereafter before consent is granted in default in the due and punctual observance or performance of the covenants and conditions on the part of the incoming grantee contained in any other forestry right granted by the Grantor.

1.2.4 The Grantee pays to the Grantor all reasonable legal and other advisory costs incurred by the Grantor (whether or not the proposed assignment or transfer proceeds to completion) incidental to the application for consent;

1.2.5 The Grantee procures the execution by the incoming grantee of a covenant with the Grantor that the incoming grantee will:

- (a) at all times during the continuance of the term duly pay the Annual Rent at the times and in the manner herein provided; and
- (b) observe and perform all the covenants and conditions herein contained on the part of the Grantee to be observed and performed,
- (c) assume all the rights and obligations of the Grantee as occupier of the Relevant Land, under any resource or other regulatory consents,

and such covenant shall make provision for a like covenant in the event of any subsequent transfer or assignment including novation if required to give effect to such assumption and covenant;

1.2.6 The Grantee and the incoming grantee covenant to comply with the Grantor's reasonable requirements in relation to the registration of the intended assignment or transfer, such registration to be at the cost in all respects of the Grantee; and

1.2.7 The Grantee procures in favour of the Grantor such guarantee as may be reasonably required by the Grantor in a form acceptable to the Grantor of the obligations and covenants of the incoming grantee under the assignment or transfer and the reasonable costs of preparation and execution of such guarantee shall be paid by the Grantee.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: FORESTRY RIGHT

APPENDIX 5: HANDBACK UNIT WORKS

- (a) harvested trees and logging slash will be removed from water courses, wetlands, roads, culverts and fences (in accordance with standard forestry industry practice in New Zealand);
- (b) logging slash will where reasonably practical be retained on and left in a dispersed state over the Handback Unit;
- (c) the Grantee is to use commercially reasonable endeavours to ensure merchantable waste will not exceed 6 cubic metres per hectare, but in any event, merchantable waste shall not exceed 8 cubic metres per hectare, as assessed by New Zealand standard forestry methods such as Wagner Waste Assessment Method.
- (d) landings and other sites of high soil compaction and disturbance (including tracking) are minimised in both number and size. Where the soil compaction and disturbance is both in excess of acceptable harvesting practice and avoidable, the Grantee will make good the sites by cultivation or other rehabilitation work;
- (e) accumulated logging slash and "birds nests" surrounding landings or skid sites is, where reasonable practical, removed, dispersed or otherwise heaped onto and spread over the landing; and
- (f) foreign bodies and rubbish deposited on the Handback Unit during the Term (including without limitation logging equipment and consumables such as wire rope) are removed from the Handback Unit.



TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: FORESTRY RIGHT

APPENDIX 6: FOREST MANAGEMENT

1. Management Agreement

The Grantor and the Grantee have agreed to jointly appoint a forest manager to manage their respective forestry operations.

2. Forest Management Co-ordination Committee

The parties shall:

- (a) jointly establish and participate in a Forest Management Co-ordination Committee ("FORMAC");
- (b) each appoint no less than two and no more than four representatives to FORMAC;

3. FORMAC: Meetings, Functions, Responsibilities etc.

Consistent with sound forestry practices and principles and to achieve effective, efficient and coordinated management of their respective areas without diminishing the privileges and responsibilities of the parties under the Forestry Right FORMAC shall:

- (a) Recommend from time to time to the Grantor and the Grantee for their joint decision the contracting, renewal or replacement of the forest manager.
- (b) Meet at least quarterly.
- (c) Have authority delegated by the parties to discuss and agree joint policies including but not limited to:
 - (i) Formulae for fair apportionment of management, operational and protection costs.
For the avoidance of doubt any costs incurred which relate to a specific party's area and not to the other party's area will be borne in full solely by the relevant party; Unless otherwise agreed by FORMAC, forest management costs for general management, protection, maintenance, and fire services incurred in any financial year will be shared in proportion to the respective net stocked areas of productive forest and area awaiting planting held by the parties within the Land at the 30th day of June each year ;
 - (ii) Access by either party or their agents, representatives or appointees over the other party's area;
 - (iii) Fire control and equipment;
 - (iv) Road, fence and other maintenance;
 - (v) Weed and animal control;
 - (vi) Forest health surveillance;
 - (vii) Health & Safety in Employment Act 1992 issues;
 - (viii) Forest operations;
 - (ix) Protection of Archaeological and wahi tapu sites

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: FORESTRY RIGHT

- (d) Be serviced by the Grantee unless the committee decides otherwise.
- (e) Adopt a consensus approach to policy determination. In the event that consensus cannot be achieved on any significant issue the matter shall be referred to the Grantee's lawful delegate and the Grantor for direction or if necessary resolution.

4. Rural Fire Protection

Both parties will participate in any regional organisation established to control fires in the area.

5. Forest Manager

The Forest Manager shall :

- (a) be jointly appointed and engaged by the Grantee and the Grantor on the recommendation of FORMAC;
- (b) be responsible for carrying out all forestry operations of the Grantee and the Grantor [refer to clause 8.1(f) of the Forestry Right];
- (c) report to the quarterly meetings of FORMAC or more often if required by FORMAC;
- (d) subject to prior agreement on rates by FORMAC charge flat rate fees per production hectare for:
- (e) Service & Administration;
- (f) Fire & Protection Services.

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**PART 4: CONSERVATION COVENANTS FOR WAIPOUA
FOREST**

(Clause 9.3.1)

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

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

1.2 For avoidance of doubt:

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

2 OBJECTIVE OF THE COVENANT

- 2.1 The Land must be managed so as to preserve the Reserve Values existing at the date of this covenant.

3 IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties, with such agreement not to be unreasonably withheld, the Owner must not carry out or permit on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock, apart from any areas grazed at the date of this covenant;
 - 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 subject to clause 3.2.6, 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 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;
 - 3.1.8 any other activity which might have an adverse effect on the Reserve Values;
 - 3.1.9 subject to clause 3.2.7, any prospecting or mining for minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.10 subject to clause 3.2.7, the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 taking all reasonable steps to 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 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;
 - 3.2.3 taking all reasonable steps to keep the Land free from exotic tree species;
 - 3.2.4 taking all reasonable steps to keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

- 3.2.5 subject to agreement (which shall not be unreasonably withheld) 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 onto the Land, to examine and record the condition of the Land, or to ascertain whether the provisions of this Covenant are being observed;
- 3.2.6 taking all reasonable steps to keep all Fences on the boundary of the Land in good order and condition;
- 3.2.7 complying 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.
- 3.4 Notwithstanding clauses 3.2.1, 3.2.3, and 3.2.6, the Minister will pay the Owner a proportionate share of:
- (a) the repair or maintenance of fences on the Land if the work has first been approved by the Minister (which approval must not be withheld unreasonably);
 - (b) the eradication or control of all animal and plant pests, and the removal of exotic tree species if:
 - (i) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and
 - (ii) the Minister has first approved the work (which approval is not to be withheld unreasonably).

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 4.1 The Minister must:
- 4.1.1 have regard to the objective specified in clause 2.1 when considering any requests for approval under this Covenant.
- 4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary or otherwise take steps to rectify any other damage which may have resulted in the course of the Minister, the Director-General's employees or contractors or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.
- 4.2 The Minister may:
- 4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.1.

5 JOINT OBLIGATIONS

5.1 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 objective set out in clause 2 including the Minister preparing, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6 DURATION OF COVENANT

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

7 CONSENTS

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

8 MISCELLANEOUS MATTERS

8.1 Rights

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

8.2 Trespass Act:

8.2.1 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;

8.2.2 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.

8.3 Reserves Act

8.3.1 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.

8.4 Title

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

8.5 Acceptance of Covenant

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

8.6 Fire

8.6.1 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.

8.6.2 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:

8.6.2.1 requested to do so; or

8.6.2.2 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.

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

9 DEFAULT

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

9.1.1 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

9.1.2 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.

9.2 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:

9.3 Advise the defaulting party of the default.

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

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

10 DISPUTE RESOLUTION PROCESSES

10.1 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.

10.2 Mediation

10.2.1 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;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

10.2.2 if the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

10.3 Failure of Mediation

10.3.1 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;

10.3.2 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 District Law Society in the region in which the Land is situated;

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

11 NOTICES

11.1 A 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

11.2 A notice given in accordance with clause 12.1 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.

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

12 SPECIAL CONDITIONS

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

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

Signed by _____ exercising his/her)
powers under section 117 of the Reserves Act 1977)
as designated Commissioner and acting for and on)
behalf of the Minister of Conservation)
in the presence of :)

Witness: _____

Address : _____

Occupation: _____

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5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

SCHEDULE 1

Description of Land:

North Auckland Land District – Far North District

44.44 hectares, more or less, being Part Lot 4 DP 155132, as shown marked "Y" on DP 155132.

Reserve Values of Land to be Protected:

The natural values represented by the indigenous flora and fauna on the land. Indigenous flora includes emergent rewarewa, towai, hange hange, puriri, and scattered kauri rickers adjoining regenerating podocarp/hardwood forest. Stream margins have been disturbed and open areas on these sites have toetoe and native fern. A low manuka canopy with hange hange and ghania is prominent elsewhere. Indigenous fauna includes common native bird species (e.g. piwakawaka) and probably kiwi, which have been recorded in the general area.

The historic values represented by the historical and archaeological sites on the land.

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

SCHEDULE 2¹

Address for Service

The address for service of the Owner is:

[Governance Entity]

The address for service of the Minister is:

[Kauri Coast Area Office]

¹ Note: Insert street addresses rather than P O Boxes. Include facsimile numbers.

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

SCHEDULE 3

Special Conditions

The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.

The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

GRANT of

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under Section 77 of the
Reserves Act 1977

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

Handwritten signature
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TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

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

1.2 For avoidance of doubt:

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

2 OBJECTIVE OF THE COVENANT

- 2.1 The Land must be managed so as to preserve the Reserve Values existing at the date of this covenant.

3 IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties, with such agreement not to be unreasonably withheld, the Owner must not carry out or permit on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock, apart from any areas grazed at the date of this covenant;
 - 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 subject to clause 3.2.6, 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 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;
 - 3.1.8 any other activity which might have an adverse effect on the Reserve Values;
 - 3.1.9 subject to clause 3.2.7, any prospecting or mining for minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.10 subject to clause 3.2.7, the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 taking all reasonable steps to 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 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;
 - 3.2.3 taking all reasonable steps to keep the Land free from exotic tree species;
 - 3.2.4 taking all reasonable steps to keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

- 3.2.5 subject to agreement (which shall not be unreasonably withheld) 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 onto the Land, to examine and record the condition of the Land, or to ascertain whether the provisions of this Covenant are being observed;
- 3.2.6 taking all reasonable steps to keep all Fences on the boundary of the Land in good order and condition;
- 3.2.7 complying 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.

3.4 Notwithstanding clauses 3.2.1, 3.2.3, and 3.2.6, the Minister will pay the Owner a proportionate share of:

- (a) the repair or maintenance of fences on the Land if the work has first been approved by the Minister (which approval must not be withheld unreasonably);
- (b) the eradication or control of all animal and plant pests, and the removal of exotic tree species if:
 - (i) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and
 - (ii) the Minister has first approved the work (which approval is not to be withheld unreasonably).

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

4.1 The Minister must:

- 4.1.1 have regard to the objective specified in clause 2.1 when considering any requests for approval under this Covenant.
- 4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary or otherwise take steps to rectify any other damage which may have resulted in the course of the Minister, the Director-General's employees or contractors or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.

4.2 The Minister may:

- 4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.1.

5 JOINT OBLIGATIONS

5.1 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 objective set out in clause 2 including the Minister preparing, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6 DURATION OF COVENANT

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

7 CONSENTS

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

8 MISCELLANEOUS MATTERS

8.1 Rights

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

8.2 Trespass Act:

8.2.1 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;

8.2.2 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.

8.3 Reserves Act

8.3.1 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.

8.4 Title

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

8.5 Acceptance of Covenant

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

8.6 Fire

8.6.1 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.

8.6.2 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:

8.6.2.1 requested to do so; or

8.6.2.2 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.

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

9 DEFAULT

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

9.1.1 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

9.1.2 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.

9.2 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:

9.3 Advise the defaulting party of the default.

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

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

10 DISPUTE RESOLUTION PROCESSES

10.1 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.

10.2 Mediation

10.2.1 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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

10.2.2 if the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

10.3 Failure of Mediation

10.3.1 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;

10.3.2 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 District Law Society in the region in which the Land is situated;

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

11 NOTICES

11.1 A 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

11.2 A notice given in accordance with clause 12.1 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.

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

12 SPECIAL CONDITIONS

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

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

Signed by _____ exercising his/her)
powers under section 117 of the Reserves Act 1977)
as designated Commissioner and acting for and on)
behalf of the Minister of Conservation)
in the presence of :)

Witness: _____

Address : _____

Occupation: _____

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

SCHEDULE 1

Description of Land:

North Auckland Land District – Far North District

1.20 hectares, more or less, being Part Lot 4 DP 155132, as shown marked “Z” on DP 155132.

Reserve Values of Land to be Protected:

The natural values represented by the indigenous flora and fauna on the land. The land is a remnant pocket of mature podocarp/hardwood/kauri forest with large puriri, taraire, kohekohe, halls totara, karaka and towai. The canopy is tall and a dense sub canopy comprises ferns, mapou, tangles of supple jack, hange hange, coprosmas, and kiekie. Likely to be present are kiwi and kauri snail along with tui, kukupa, piwakawaka, and kotare.

The historic values represented by the historical and archaeological sites on the land.

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

SCHEDULE 2²

Address for Service

The address for service of the Owner is:

[Governance Entity]

The address for service of the Minister is:

[Kauri Coast Area Office]

² Note: Insert street addresses rather than P O Boxes. Include facsimile numbers.

NSH
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TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

SCHEDULE 3

Special Conditions

The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.

The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

GRANT of

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under Section 77 of the
Reserves Act 1977

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

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

1.2 For avoidance of doubt:

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

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

2 OBJECTIVE OF THE COVENANT

- 2.1 The Land must be managed so as to preserve the Reserve Values existing at the date of this covenant.

3 IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties, with such agreement not to be unreasonably withheld, the Owner must not carry out or permit on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock, apart from any areas grazed at the date of this covenant;
 - 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 subject to clause 3.2.6, 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 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;
 - 3.1.8 any other activity which might have an adverse effect on the Reserve Values;
 - 3.1.9 subject to clause 3.2.7, any prospecting or mining for minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.10 subject to clause 3.2.7, the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 taking all reasonable steps to 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 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;
 - 3.2.3 taking all reasonable steps to keep the Land free from exotic tree species;
 - 3.2.4 taking all reasonable steps to keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

- 3.2.5 subject to agreement (which shall not be unreasonably withheld) 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 onto the Land, to examine and record the condition of the Land, or to ascertain whether the provisions of this Covenant are being observed;
- 3.2.6 taking all reasonable steps to keep all Fences on the boundary of the Land in good order and condition;
- 3.2.7 complying 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.
- 3.4 Notwithstanding clauses 3.2.1, 3.2.3, and 3.2.6, the Minister will pay the Owner a proportionate share of:
- (a) the repair or maintenance of fences on the Land if the work has first been approved by the Minister (which approval must not be withheld unreasonably);
 - (b) the eradication or control of all animal and plant pests, and the removal of exotic tree species if:
 - (i) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and
 - (ii) the Minister has first approved the work (which approval is not to be withheld unreasonably).

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 4.1 The Minister must:
- 4.1.1 have regard to the objective specified in clause 2.1 when considering any requests for approval under this Covenant.
- 4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary or otherwise take steps to rectify any other damage which may have resulted in the course of the Minister, the Director-General's employees or contractors or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.
- 4.2 The Minister may:
- 4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.1.

5 JOINT OBLIGATIONS

5.1 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 objective set out in clause 2 including the Minister preparing, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6 DURATION OF COVENANT

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

7 CONSENTS

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

8 MISCELLANEOUS MATTERS

8.1 Rights

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

8.2 Trespass Act:

8.2.1 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;

8.2.2 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.

8.3 Reserves Act

8.3.1 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.

8.4 Title

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

8.5 Acceptance of Covenant

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

8.6 Fire

8.6.1 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.

8.6.2 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:

8.6.2.1 requested to do so; or

8.6.2.2 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.

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

9 DEFAULT

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

9.1.1 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

9.1.2 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.

9.2 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:

9.3 Advise the defaulting party of the default.

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

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

10 DISPUTE RESOLUTION PROCESSES

10.1 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.

10.2 Mediation

10.2.1 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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

10.2.2 if the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

10.3 Failure of Mediation

10.3.1 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;

10.3.2 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 District Law Society in the region in which the Land is situated;

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

11 NOTICES

11.1 A 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

11.2 A notice given in accordance with clause 12.1 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.

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

12 SPECIAL CONDITIONS

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

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

Signed by _____ exercising his/her)
powers under section 117 of the Reserves Act 1977)
as designated Commissioner and acting for and on)
behalf of the Minister of Conservation)
in the presence of :)

Witness: _____

Address : _____

Occupation: _____

msm
cf

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

SCHEDULE 1

Description of Land:

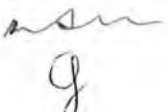
North Auckland Land District – Kaipara District

6.89 hectares, more or less, being Part Lot 1 DP 155131 as shown marked “U” and “V” on DP 155131.

Reserve Values of Land to be Protected:

The natural values represented by the indigenous flora and fauna on the land. The land holds a variety of habitats including a swampy basin and an area planted in kauri in 1956. Vegetation is predominantly kauri/podocarp/hardwood forest with a swampy area of podocarp/hardwood sedges and rushes and manuka fringes. Kiwi, kauri snail, pied tit, kukupa, shinning cuckoo, and kotare are present.

The historic values represented by the historical and archaeological sites on the land.



TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

SCHEDULE 2³

Address for Service

The address for service of the Owner is:

[Governance Entity]

The address for service of the Minister is:

[Kauri Coast Area Office]

³ Note: Insert street addresses rather than P O Boxes. Include facsimile numbers.

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5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

SCHEDULE 3

Special Conditions

The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.

The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.

Handwritten signature
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TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

GRANT of

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under Section 77 of the
Reserves Act 1977

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

msu
g

TEKATEKA CONSERVATION COVENANT

(Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

BETWEEN

(the Owner)

AND MINISTER OF CONSERVATION (THE MINISTER)

BACKGROUND

- A. 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.
- C. The Land contains Reserve Values.
- D. The parties agree that:
 - (i) the Land should be managed so as to preserve the Reserve Values; and
 - (ii) such purpose can be achieved without the Minister acquiring a fee simple or leasehold interest in the Land.
- E. The Owner has agreed to grant the Minister a Covenant over the Land to preserve the Reserve Values.

OPERATIVE PARTS

In accordance with 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 the Minister agree as follows:

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

- "Act" means the Reserves Act 1977.
- "Covenant" means this Deed of Covenant made under section 77 of the Act.
- "Director-General" means the Director-General of Conservation.
- "Fence" includes a gate.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

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

1.2 For avoidance of doubt:

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

2 OBJECTIVE OF THE COVENANT

- 2.1 The Land must be managed so as to preserve the Reserve Values existing at the date of this covenant.

3 IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties, with such agreement not to be unreasonably withheld, the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock, apart from any areas grazed at the date of this covenant;

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 subject to clause 3.2.6, 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 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;

3.1.8 any other activity which might have an adverse effect on the Reserve Values;

3.1.9 subject to clause 3.2.7, any prospecting or mining for minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.10 subject to clause 3.2.7, the erection of utility transmission lines across the Land.

- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:

3.2.1 taking all reasonable steps to 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 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;

3.2.3 taking all reasonable steps to keep the Land free from exotic tree species;

3.2.4 taking all reasonable steps to keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

- 3.2.5 subject to agreement (which shall not be unreasonably withheld) 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 onto the Land, to examine and record the condition of the Land, or to ascertain whether the provisions of this Covenant are being observed;
- 3.2.6 taking all reasonable steps to keep all Fences on the boundary of the Land in good order and condition;
- 3.2.7 complying 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.
- 3.4 Notwithstanding clauses 3.2.1, 3.2.3, and 3.2.6, the Minister will pay the Owner a proportionate share of:
- (a) the repair or maintenance of fences on the Land if the work has first been approved by the Minister (which approval must not be withheld unreasonably);
 - (b) the eradication or control of all animal and plant pests, and the removal of exotic tree species if:
 - (i) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and
 - (ii) the Minister has first approved the work (which approval is not to be withheld unreasonably).

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

- 4.1 The Minister must:
- 4.1.1 have regard to the objective specified in clause 2.1 when considering any requests for approval under this Covenant.
- 4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary or otherwise take steps to rectify any other damage which may have resulted in the course of the Minister, the Director-General's employees or contractors or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.
- 4.2 The Minister may:
- 4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.1.

5 JOINT OBLIGATIONS

5.1 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 objective set out in clause 2 including the Minister preparing, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6 DURATION OF COVENANT

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

7 CONSENTS

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

8 MISCELLANEOUS MATTERS

8.1 Rights

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

8.2 Trespass Act:

8.2.1 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;

8.2.2 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.

8.3 Reserves Act

8.3.1 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.

8.4 Title

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

8.5 Acceptance of Covenant

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

8.6 Fire

8.6.1 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.

8.6.2 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:

8.6.2.1 requested to do so; or

8.6.2.2 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.

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

9 DEFAULT

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

9.1.1 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

9.1.2 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.

9.2 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:

9.3 Advise the defaulting party of the default.

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

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

10 DISPUTE RESOLUTION PROCESSES

10.1 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.

10.2 Mediation

10.2.1 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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

10.2.2 if the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

10.3 Failure of Mediation

10.3.1 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;

10.3.2 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 District Law Society in the region in which the Land is situated;

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

11 NOTICES

11.1 A 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

11.2 A notice given in accordance with clause 12.1 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.

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

12 SPECIAL CONDITIONS

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

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

Signed by _____ exercising his/her)
powers under section 117 of the Reserves Act 1977)
as designated Commissioner and acting for and on)
behalf of the Minister of Conservation)
in the presence of :)

Witness: _____

Address : _____

Occupation: _____

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5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

SCHEDULE 1

Description of Land:

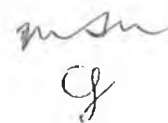
North Auckland Land District – Kaipara District

22.04 hectares, more or less, being Part Lot 1 DP 155131, as shown marked "X" and "W" on DP 155131.

Reserve Values of Land to be Protected:

The natural values represented by the wetland habitat and the indigenous flora and fauna on the land. The land encompasses a large wetland that runs west to join the larger Muriwai wetland complex. This is a wetland without significant areas of open water dominated by raupo, dense swards of sedges with tangle fern, bracken, and manuka. Margins are characterised by raupo and manuka vegetation with further dense areas of manuka, hange hange, mamaku, and mingi mingi. Eastern riparian areas comprise tall mature podocarp/hardwood/kauri forest. Large puriri, kohekohe, karaka, and taraire are present. Parts of the upper slopes are swampy with small kahikatea, flax, ghania, and kanuka. Common native bird species are present including tui, piwakawaka and pukeko, with fern bird, bittern and spotless crane taking advantage of the dense wetland vegetation.

The historic values represented by the historical and archaeological sites on the land.



TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

SCHEDULE 2⁴

Address for Service

The address for service of the Owner is:

[Governance Entity]

The address for service of the Minister is:

[Kauri Coast Area Office]

⁴ Note: Insert street addresses rather than P O Boxes. Include facsimile numbers.

SCHEDULE 3

Special Conditions

The Owner may undertake minor clearance of vegetation for the purposes of access for pest plant or pest animal control.

The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

5: WAIPOUA FOREST: CONSERVATION COVENANTS FOR WAIPOUA FOREST

GRANT of

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under Section 77 of the
Reserves Act 1977

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

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SCHEDULE 6

**OTHER COMMERCIAL REDRESS
PROPERTIES**

(Clause 11.1)

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PART 2 – TERMS OF TRANSFER

PART 3 – FORM OF CONSERVATION COVENANT

PART 1: DESCRIPTIONS AND REDRESS VALUES

(Clauses 11.1 and 11.2.3)

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

6: OTHER COMMERCIAL REDRESS PROPERTIES: DESCRIPTIONS AND REDRESS VALUES

Name of Property	Legal Description	Encumbrances	Redress Value	Land Holding Agency
Waipoua Forest: Former Department of Conservation Head Quarters	<p>North Auckland Land District - Kaipara District</p> <p>31.00 hectares, approximately, being Part Waipoua Block. Part Gazette 1906 page 1429. Subject to survey.</p>	<p>Subject to:</p> <ul style="list-style-type: none"> • Right of Way easement in gross to the Minister of Conservation referred to in clause 11.7.5(a) • Right of Way easement in gross to the Minister of Fisheries referred to in clause 11.7.5(b) <p>Together with an unregistered Right of Way easement referred to in clause 11.5.3.</p>	\$1,155,000	Department of Conservation
Shag Lake Bed	<p>North Auckland Land District - Kaipara District</p> <p>19.1 hectares, approximately, being the Bed of Shag Lake. Part Gazette 1876 page 621. Subject to survey.</p>		\$28,500	Land Information New Zealand
Vacant Rural Land adjacent to Shag Lake	<p>North Auckland Land District - Kaipara District</p> <p>103 hectares, approximately, being Part Sections 5, 8 and 11 Block I Kaiwi Survey District. Part Gazette 1876 page 621. Subject to survey.</p>		\$174,500	Land Information New Zealand

Handwritten marks:
A small scribble resembling the letter 'b' and a vertical wavy line.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

6: OTHER COMMERCIAL REDRESS PROPERTIES: DESCRIPTIONS AND REDRESS VALUES

Name of Property	Legal Description	Encumbrances	Redress Value	Land Holding Agency
Waikara Farm 1	North Auckland Land District - Kaipara District 166.1700 hectares, more or less, being Section 7 Block IX Waipoua Survey District. Part Document D154621.2.	Subject to an unregistered lease to Peter William Mold and Glenys Mold.	\$732,800	Land Information New Zealand
Waikara Farm 2	North Auckland Land District - Kaipara District 44.3874 hectares, approximately, being Part Waipoua 2A1C and Section 1 Block IX Waipoua Survey District. Part Document D 154620.3. Subject to survey.	Subject to an unregistered lease to Peter William Mold and Glenys Mold.	\$350,000	Land Information New Zealand
Waikara Farm 3	North Auckland Land District - Kaipara District 151.1600 hectares more or less being Section 9 Block IX Waipoua Survey District. SO 54827. Part Document D154618.3.	Subject to an unregistered lease to Jeff Wood. Together with a Right of Way created by Transfer B359226.1	\$803,180	Land Information New Zealand

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

6: OTHER COMMERCIAL REDRESS PROPERTIES: DESCRIPTIONS AND REDRESS VALUES

Name of Property	Legal Description	Encumbrances	Redress Value	Land Holding Agency
Aranga Beach Farm Coastal Selection	<p>North Auckland Land District - Kaipara District</p> <p>115.10 hectares, approximately, being Part Section 27A Block XIII Waipoua Survey District, Part Lots 15 and 16 DP 1457 and Lot 1 DP 48062. Part Document C966049.6. Subject to survey.</p> <p>227.57 hectares, approximately, being Part Sections 64 and 65 Block I Kaiwi Survey District, Lot 1 DP 111558 and Lots 2 and 3 DP 48062. Part Document C589493.4. Subject to survey.</p>	<p>Subject to:</p> <ul style="list-style-type: none"> • the exclusion of all kauri timber and trees comprised in CT NA31C/1400. • unregistered lease to Ian Russell. 	\$1,680,000	Office of Treaty Settlements
Aranga Beach Farm Pt Lot 15 DP 1457	<p>North Auckland Land District - Kaipara District</p> <p>72.40 hectares, approximately, being Part Lot 15 DP 1457. Part Document C966049.6. Subject to survey.</p>	<p>Subject to:</p> <ul style="list-style-type: none"> • the exclusion of all kauri timber and trees comprised in CT NA31C/1400. • unregistered lease to Ian Russell. 	\$515,280	Office of Treaty Settlements
Vacant Section: Portland Street	<p>North Auckland Land District - Kaipara District</p>		\$68,000	Office of Treaty Settlements

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

6: OTHER COMMERCIAL REDRESS PROPERTIES: DESCRIPTIONS AND REDRESS VALUES

Name of Property	Legal Description	Encumbrances	Redress Value	Land Holding Agency
Dargaville	2965 m ² , more or less, being Lot 1 DP 186994. All Computer Freehold Register NA117B/21.			
Coastal Strip: North of Omamari	North Auckland Land District - Kaipara District 58.40 hectares, approximately, being Part Kaihu 1 and Part Lot 83 DP 10698. Part Transfer 489794. Subject to survey.	Subject to: <ul style="list-style-type: none"> • a 100 metre wide marginal strip along the coastline • the conservation covenant referred to in clause 11.7.3. 	\$232,000	Land Information New Zealand
Coastal Strip: South of Omamari	North Auckland Land District - Kaipara District 167.00 hectares, approximately, being Parts Kaihu 1, 3 and 4 and Parts Lot 83 DP 10698. Part Transfer 489794. Subject to survey.	Subject to: <ul style="list-style-type: none"> • a 100 metre wide marginal strip along the coastline • the conservation covenant referred to in clause 11.7.4. 	\$127,500	Land Information New Zealand

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PART 2: TERMS OF TRANSFER

(Clause 11.7.1)

TE ROROA DEED OF SETTLEMENT: SCHEDULES

6: OTHER COMMERCIAL REDRESS PROPERTIES: TERMS OF TRANSFER

1. TRANSFER SUBJECT TO RELEVANT ENCUMBRANCES AND AS REDRESS

- 1.1 The Crown must transfer the fee simple estate in an Other Commercial Redress Property to the Governance Entity on the terms set out in **Part 11** of this Deed, and in this **Part 2 of Schedule 4**, subject to and, where applicable, with the benefit of the Relevant Encumbrances.
- 1.2 The Crown and the Governance Entity may agree in writing to vary or add to the Relevant Encumbrances affecting an Other Commercial Redress Property.
- 1.3 The Governance Entity must not unreasonably refuse or delay its consent to the Crown varying a Relevant Encumbrance or granting a new Encumbrance affecting an Other Commercial Redress Property.
- 1.4 An Other Commercial Redress Property will be transferred as Redress and without charge to, or consideration to be provided or paid by, the Governance Entity or any other person.
- 1.5 The Crown will pay the survey and registration costs required to transfer the fee simple estate in an Other Commercial Redress Property to the Governance Entity.

2. OBLIGATIONS PRIOR TO SETTLEMENT DATE

- 2.1 Subject to clause 11.8, the Crown must maintain an Other Commercial Redress Property, or will ensure that property is maintained, until the Settlement Date in substantially the same condition as it is in at the Date of this Deed, fair wear and tear excepted.
- 2.2 Between the Date of this Deed and the Settlement Date the Crown must consult with, and obtain the prior consent of, the Governance Entity (which will not be unreasonably withheld or delayed) before:
 - 2.2.1 agreeing to any material variation in the terms of a Relevant Encumbrance affecting an Other Commercial Redress Property; or
 - 2.2.2 procuring any consent, or providing any waiver, under the Resource Management Act, or other legislation, that materially affects an Other Commercial Redress Property.
- 2.3 The Crown must, if it carries out works, or gives specific authority in writing for works to be carried out, on an Other Commercial Redress Property, between the Date of this Deed and the Settlement Date, for which the Crown must by law obtain a building consent or permit, comply with any obligations imposed on the Crown under the Building Act in respect of such works.
- 2.4 The Crown must pay all charges for electric power, gas, water, and other utilities that the Crown owes as owner of an Other Commercial Redress Property until the Settlement Date except where those charges are payable by any tenant or occupant directly to the relevant supplier.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

6: OTHER COMMERCIAL REDRESS PROPERTIES: TERMS OF TRANSFER

- 2.5 Subject to the terms of any Relevant Encumbrance affecting an Other Commercial Redress Property, the Crown must use reasonable endeavours to obtain permission for the Governance Entity (or a person authorised by the Governance Entity), upon reasonable notice, to enter an Other Commercial Redress Property on one occasion before the Settlement Date to examine it.

3. POSSESSION AND SETTLEMENT

- 3.1 On the Settlement Date:

3.1.1 possession must be given and taken of an Other Commercial Redress Property subject to the Relevant Encumbrances; and

3.1.2 vacant possession must be given and taken of an Other Commercial Redress Property which is not subject to any Relevant Encumbrance.

- 3.2 Subject to paragraph 9, on the Settlement Date the Crown must hand to the Governance Entity:

3.2.1 a registrable memorandum of transfer of each Other Commercial Redress Property;

3.2.2 all other instruments in registrable form which may be required by this Part 2; and

3.2.3 all contracts and other documents which create unregistered rights, interests and obligations affecting the registered proprietor's interest (but not proclamations, *Gazette* notices and similar public notices) and which will continue following Settlement.

- 3.3 All outgoing and incoming (including rates, excluding insurance premiums) must be apportioned at the Settlement Date.

- 3.4 The Crown must supply a statement of apportionments to the Governance Entity before the Settlement Date. On the Settlement Date:

3.4.1 the Governance Entity must pay to the Crown the amount by which the outgoing (except for insurance premiums) for an Other Commercial Redress Property pre-paid by the Crown in respect of a period after the Settlement Date exceed the incoming received by the Crown for that period; or

3.4.2 the Crown must pay to the Governance Entity the amount by which the incoming received by the Crown in respect of a period after the Settlement Date exceed the outgoing (except for insurance premiums) for an Other Commercial Redress Property pre-paid by the Crown for that period.

- 3.5 The Crown must make available to the Governance Entity on the Settlement Date any keys to exterior doors to, and electronic door openers (if any) and/or security codes to alarms (if any) for, an Other Commercial Redress Property that are in the possession of the Crown at the Settlement Date.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

6: OTHER COMMERCIAL REDRESS PROPERTIES: TERMS OF TRANSFER

- 3.6 An Other Commercial Redress Property must be transferred inclusive of all fixtures and fittings that are owned by the Crown and are situated on the Other Commercial Redress Property at the Date of this Deed and those fixtures and fittings will be free from any charge.
- 3.7 No chattels situated on an Other Commercial Redress Property will be included in its transfer. Any issue as to the ownership of, and liability for, any such chattels, and any fixtures or fittings owned or installed by any tenant or occupant of the Other Commercial Redress Property, must be resolved between the Governance Entity and the tenant or occupant (without reference to the Crown).

4. RISK AND INSURANCE

- 4.1 An Other Commercial Redress Property will remain at the sole risk of the Crown until the Settlement Date and, from the Settlement Date, it will remain at the sole risk of the Governance Entity.
- 4.2 In the event that, prior to the Settlement Date, an Other Commercial Redress Property is destroyed or damaged and such destruction or damage has not been made good by the Settlement Date, then the following provisions apply:
- 4.2.1 if the Other Commercial Redress Property is untenable on the Settlement Date, the Governance Entity may:
- (a) complete the transfer on the condition that the Crown pay to the Governance Entity (as alternative redress) an amount equal to the amount of the diminution in the value of the Other Commercial Redress Property as at the Settlement Date; or
 - (b) cancel the transfer by giving the Crown notice in writing, in which case the Crown will promptly pay to the Governance Entity (as alternative redress) the Redress Value of the Other Commercial Redress Property; and
- 4.2.2 if the Other Commercial Redress Property is tenable on the Settlement Date, the Governance Entity will complete the transfer on the condition that the Crown pay to the Governance Entity (as alternative redress) an amount equal to the amount of the diminution in the value of the Other Commercial Redress Property as at the Settlement Date; and
- 4.2.3 either Party may give the other Party notice in writing requiring that any dispute as to the application of this paragraph 4.2 be determined by an arbitrator to be appointed by the president or vice-president of the law society for the district where the Other Commercial Property is located, and the Party serving the notice may at any time after that refer the dispute to the arbitrator for determination under the Arbitration Act. If the dispute is not determined by the Settlement Date then the Parties' obligations relating to transfer and possession of the Other Commercial Property will be deferred until the fifth Business Day following the date on which the dispute is determined. The arbitrator may determine that the possession date will not be deferred or will be deferred to another day or days.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

6: OTHER COMMERCIAL REDRESS PROPERTIES: TERMS OF TRANSFER

4.3 The Governance Entity will not be required to take over from the Crown any insurance policies in relation to an Other Commercial Redress Property.

5. REDRESS VALUE

5.1 For the purposes of establishing:

5.1.1 a diminution in value of an Other Commercial Redress Property under paragraphs 4.2.1(a) or 4.2.2; or

5.1.2 the amount of any damages arising out of a breach by the Crown of any of its obligations under this Part 2 in respect of an Other Commercial Redress Property, the Redress Value of the Other Commercial Redress Property will be treated as the value of that property immediately before the relevant event or breach.

5.2 To avoid doubt, the Parties acknowledge that the Redress Value of an Other Commercial Redress Property will not be affected by:

5.2.1 any addition or variation to the Relevant Encumbrance agreed in writing by the Crown and the Governance Entity under paragraph 1.2; or

5.2.2 any variation to a Relevant Encumbrance agreed by the Crown and the Governance Entity under paragraph 2.2.1.

6. BOUNDARIES, TITLE, ETC

6.1 The Crown will not be bound to point out the boundaries of an Other Commercial Redress Property.

6.2 If an Other Commercial Redress Property is subject only to Relevant Encumbrances, the Governance Entity:

6.2.1 will be treated as having accepted the Crown's title to an Other Commercial Redress Property as at the Date of this Deed; and

6.2.2 may not make any objections to, or requisitions on, it.

6.3 Except as otherwise expressly set out in this Part 2 no error, omission or misdescription of an Other Commercial Redress Property or its title shall annul the transfer of the Other Commercial Redress Property.

6.4 The Crown will not be liable to pay for, or contribute towards, the expense of erection or maintenance of any fence between an Other Commercial Redress Property and any contiguous land of the Crown (unless it is the Crown that requires the fence); and

6.4.1 this clause will not continue for the benefit of any subsequent purchaser of the contiguous land; and

6.4.2 the Crown may require the inclusion of a fencing covenant to this effect in any transfer of the Other Commercial Redress Property.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

6: OTHER COMMERCIAL REDRESS PROPERTIES: TERMS OF TRANSFER

6.5 If the Other Commercial Redress Property is one of the properties referred to in clause 11.21, the Crown shall not commence any necessary survey for the creation of a computer freehold register for that property until it is certain what properties the computer freehold register will combine under clause 11.21.

7. OBLIGATIONS

7.1 If the Crown receives any notice or demand in relation to an Other Commercial Redress Property from the Crown, any territorial authority or any tenant after the Settlement Date, the Crown will, if not paying or complying with such notice or demand, promptly deliver it to the Governance Entity or the Governance Entity's solicitor and, if the Crown fails to do so, the Crown will be liable for any penalty incurred.

7.2 Immediately after the Settlement Date, the Crown will give notice of the transfer of each Other Commercial Redress Property to the territorial authority having jurisdiction in respect of that property.

8. DISCLOSURE INFORMATION

8.1 The Crown warrants to the Governance Entity that, at the Date of this Deed, the Disclosure Information in relation to an Other Commercial Redress Property is all the material information that relates to the Other Commercial Redress Property, of which the Land Holding Agency is aware, the Land Holding Agency having inspected its records but not having undertaken a physical inspection of the Other Commercial Redress Property or made enquiries beyond the records of the Land Holding Agency.

8.2 Except as provided in paragraph 8.1, the Crown gives no representation or warranty (whether express or implied) nor accepts any responsibility with respect to:

8.2.1 an Other Commercial Redress Property including as to its ownership, management, occupation, physical condition, use or compliance with:

- (a) any legislation including by-laws; or
- (b) any enforcement or other notice, requisition or proceedings issued by any authority; or

8.2.2 the completeness or accuracy of the Disclosure Information in relation to an Other Commercial Redress Property.

8.3 Te Roroa acknowledges that (although the Crown is not giving any representation or warranty in relation to any Other Commercial Redress Property except as provided in paragraph 8.1) Te Roroa had the opportunity prior to the Date of this Deed (in addition to being able to examine the Disclosure Information) to:

TE ROROA DEED OF SETTLEMENT: SCHEDULES

6: OTHER COMMERCIAL REDRESS PROPERTIES: TERMS OF TRANSFER

- 8.3.1 inspect each Other Commercial Redress Property; and
- 8.3.2 determine its state and condition.

9. DELAYED TRANSFER OF LEGAL TITLE

- 9.1 If all the land comprising an Other Commercial Redress Property is not all of the land contained in a computer freehold register or registers, the Crown covenants for the benefit of the Governance Entity that it will:
 - 9.1.1 arrange for the creation of a computer freehold register or registers for all that Other Commercial Redress Property; and
 - 9.1.2 transfer title to all the Other Commercial Redress Property, as soon as is reasonably practicable, but no later than five years after the latest of the following dates:
 - (a) the Settlement Date;
 - (b) the DSP Settlement Date or the latest DSP Settlement Date (if more than one) as that term is defined in paragraph 1.4 of Part 4 of Schedule 8; or
 - (c) the last date the Governance Entity has the right to give a notice under clause 11.10.
- 9.2 The covenant given by the Crown under paragraph 9.1 shall have effect and be enforceable, despite being positive in effect and there being no dominant tenement.
- 9.3 If paragraph 9.1 applies then, for the period from the Settlement Date until the date that the Crown transfers the title to that Other Commercial Redress Property to the Governance Entity:
 - 9.3.1 the Governance Entity will be the beneficial owner of that property; and
 - 9.3.2 all the other obligations and rights to be performed or arising on the Settlement Date will still be performed and arise as if full legal title had passed to the Governance Entity on the Settlement Date.

10. MISCELLANEOUS

Further Assurances

- 10.1 The Crown and the Governance Entity must, at the request of the other, sign and deliver any further documents or assurances and do all acts and things that the other may reasonably require to give full force and effect to clauses 11.2.3 and 11.7 of this Deed and this Part 2.

Non merger

- 10.2 On transfer of the Commercial Redress Properties to the Governance Entity, the provisions of this Part 2 will not merge and, to the extent any provision has not been fulfilled, will remain in force.

PART 3: FORM OF CONSERVATION COVENANT

(Clause 11.7.3)

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

6: OTHER COMMERCIAL REDRESS PROPERTIES: FORM OF CONSERVATION COVENANT

"Minerals"	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"Reserve Values"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Land is located.

1.2 For avoidance of doubt:

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

2 OBJECTIVE OF THE COVENANT

- 2.1 The Land must be managed so as to preserve the Reserve Values existing at the date of this covenant.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

6: OTHER COMMERCIAL REDRESS PROPERTIES: FORM OF CONSERVATION COVENANT

3 IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties, with such agreement not to be unreasonably withheld, 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 to the extent possible, any vehicle (including motorcycles) entering the land;
 - 3.1.3 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
 - 3.1.4 the planting of any species of exotic tree, shrub or other plant;
 - 3.1.5 subject to clause 3.2.6, the erection of any Fence, building, structure or other improvement for any purpose;
 - 3.1.6 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;
 - 3.1.7 any cultivation, earth works or other soil disturbances;
 - 3.1.8 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;
 - 3.1.9 any other activity which might have an adverse effect on the Reserve Values;
 - 3.1.10 subject to clause 3.2.7, any prospecting or mining for minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.11 subject to clause 3.2.7, the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 taking all reasonable steps to 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 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;
 - 3.2.3 taking all reasonable steps to keep the Land free from exotic tree species;
 - 3.2.4 taking all reasonable steps to 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 agreement (which shall not be unreasonably withheld) 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 onto the Land, to examine and record the condition of the Land, or to ascertain whether the provisions of this Covenant are being observed;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

6: OTHER COMMERCIAL REDRESS PROPERTIES: FORM OF CONSERVATION COVENANT

3.2.6 taking all reasonable steps to keep all Fences on the boundary of the Land in good order and condition;

3.2.7 complying 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.

3.4 Notwithstanding clauses 3.2.1, 3.2.3, and 3.2.6, the Minister will pay the Owner a proportionate share of:

(a) the repair or maintenance of fences on the Land if the work has first been approved by the Minister (which approval must not be withheld unreasonably);

(b) the eradication or control of all animal and plant pests, and the removal of exotic tree species if:

(i) they impose a substantial burden in excess of the legal obligations that would have applied in the absence of this Covenant; and

(ii) the Minister has first approved the work (which approval is not to be withheld unreasonably).

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

4.1 The Minister must:

4.1.1 have regard to the objective specified in clause 2.1 when considering any requests for approval under this Covenant.

4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary or otherwise take steps to rectify any other damage which may have resulted in the course of the Minister, the Director-General's employees or contractors or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.

4.2 The Minister may:

4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.1.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

6: OTHER COMMERCIAL REDRESS PROPERTIES: FORM OF CONSERVATION COVENANT

5 JOINT OBLIGATIONS

- 5.1 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 objective set out in clause 2 including preparing, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6 DURATION OF COVENANT

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

7 CONSENTS

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

8 MISCELLANEOUS MATTERS

8.1 Rights

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

8.2 Trespass Act:

- 8.2.1 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;
- 8.2.2 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.

8.3 Reserves Act

- 8.3.1 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.

8.4 Title

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

8.5 Acceptance of Covenant

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

8.6 Fire

- 8.6.1 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.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

6: OTHER COMMERCIAL REDRESS PROPERTIES: FORM OF CONSERVATION COVENANT

8.6.2 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:

8.6.2.1 requested to do so; or

8.6.2.2 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.

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

9 DEFAULT

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

9.1.1 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

9.1.2 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.

9.2 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:

9.3 Advise the defaulting party of the default.

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

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

10 DISPUTE RESOLUTION PROCESSES

10.1 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.

10.2 Mediation

10.2.1 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;

10.2.2 if the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

6: OTHER COMMERCIAL REDRESS PROPERTIES: FORM OF CONSERVATION COVENANT

10.3 Failure of Mediation

10.3.1 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;

10.3.2 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 District Law Society in the region in which the Land is situated;

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

11 NOTICES

11.1 A 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

11.2 A notice given in accordance with clause 12.1 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.

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

12 SPECIAL CONDITIONS

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

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

6: OTHER COMMERCIAL REDRESS PROPERTIES: FORM OF CONSERVATION COVENANT

Executed as a Deed

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

Witness: _____

Address : _____

Occupation: _____

Signed by _____ exercising his/her)
powers under section 117 of the Reserves Act 1977)
as designated Commissioner and acting for and on)
behalf of the Minister of Conservation)
in the presence of :)

Witness: _____

Address : _____

Occupation: _____

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SCHEDULE 1

Description of Land:

[Insert details to show the limits of covenant area in respect of both Omamari Blocks as indicated on the attached sketch map]

Reserve Values of Land to be Protected:

The natural values represented by the coastal sand dune landscape, characterised by steeply sloping vegetated and non vegetated consolidated and shifting sand dunes and cliffs. This coastal area is important habitat for several significant wildlife species including the little blue penguin and native lizards. The New Zealand Dotterel breeds along this coast. Banded dotterel, variable oyster catches and caspian tern as well as more common species such as pied shag, southern black backed gull, red billed gull, pied stilt, and kingfisher frequent this area.

The historic values represented by the historical and archaeological sites on the land.

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

6: OTHER COMMERCIAL REDRESS PROPERTIES: FORM OF CONSERVATION COVENANT

SCHEDULE 2¹

Address for Service

The address for service of the Owner is:

[Governance Entity]

The address for service of the Minister is:

[Kauri Coast Area Office]

¹ Note: Insert street addresses rather than P O Boxes. Include facsimile numbers.

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6: OTHER COMMERCIAL REDRESS PROPERTIES: FORM OF CONSERVATION COVENANT

SCHEDULE 3

Special Conditions

The Owner may carry out minor disturbances of earth and minor clearance of vegetation for the purposes of managing the historic and archaeological sites on the Land.

The Owner may undertake minor clearances of vegetation for the purpose of access for pest, plant or animal control.

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

6: OTHER COMMERCIAL REDRESS PROPERTIES: FORM OF CONSERVATION COVENANT

GRANT of

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

Under Section 77 of the
Reserves Act 1977

to

MINISTER OF CONSERVATION

**Legal Services
Department of Conservation**

SCHEDULE 7

RFR DEED

(Clause 11.22)

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DEED GRANTING A RIGHT OF FIRST REFUSAL

THIS DEED is made

BETWEEN

[Insert the trustees of [name] Trust or other name of the [Governance Entity] (as appropriate)] (the "**Governance Entity**")

AND

HER MAJESTY THE QUEEN in right of New Zealand (the "**Crown**").

BACKGROUND

- A. Te Roroa and the Crown are parties to a deed of settlement (the "**Deed of Settlement**") to settle the Historical Claims of Te Roroa dated *[Insert the date of the Deed of Settlement]*.
- B. Under clauses 11.22 and 11.23 of the Deed of Settlement, it was agreed that (if that Deed of Settlement became unconditional) the Crown and the [Governance Entity] would enter into this Deed.
- C. The *[Insert short title of the Settlement Legislation]* (the "**Settlement Act**") has come into force and the Deed of Settlement has become unconditional.

IT IS AGREED as follows:

1. NOTICE TO BE GIVEN BEFORE DISPOSING OF AN RFR PROPERTY

Crown must give RFR Notice

- 1.1 The Crown must, before Disposing of an RFR Property, give an RFR Notice to the [Governance Entity] in respect of the property. The RFR Notice must specify any encumbrances affecting the property.

Crown may withdraw RFR notice

- 1.2 The Crown may withdraw an RFR Notice at any time before the [Governance Entity] accepts under clause 2.1 the offer in that notice.
- 1.3 If the Crown withdraws an RFR Notice, this Deed still applies to the RFR Property and, in particular, the Crown must give another RFR Notice before it Disposes of the RFR Property.

7: RFR DEED

2. ACCEPTANCE BY THE GOVERNANCE ENTITY

Acceptance

- 2.1 If the [Governance Entity] accepts by Notice to the Crown, by the Expiry Date, the offer set out in an RFR Notice, a contract for the Disposal of the RFR Property (an "**RFR Property Contract**") is constituted between the Crown and the [Governance Entity] at the price and on the terms and conditions set out in the RFR Notice.

Transfer

- 2.2 If an RFR Property Contract is constituted between the Crown and the [Governance Entity] under clause 2.1, the Crown will transfer the RFR Property to:

2.2.1 the [Governance Entity]; or

2.2.2 a person nominated by the [Governance Entity] (a "**Nominated Transferee**") by Notice to the Crown.

- 2.3 If the [Governance Entity] wishes to nominate a Nominated Transferee, the [Governance Entity] must:

2.3.1 give Notice to the Crown under clause 2.2.2 at least 10 Business Days before settlement of the relevant RFR Property Contract is due; and

2.3.2 include in that Notice:

(a) the name of the Nominated Transferee; and

(b) all other relevant details about the Nominated Transferee.

- 2.4 If the [Governance Entity] specifies a Nominated Transferee under clause 2.2.2, the [Governance Entity] remains liable for all the [Governance Entity]'s obligations under the relevant RFR Property Contract.

3. NON-ACCEPTANCE BY THE GOVERNANCE ENTITY

- 3.1 If:

3.1.1 the Crown gives the [Governance Entity] an RFR Notice; and

3.1.2 the [Governance Entity] does not accept the offer set out in the RFR Notice by Notice to the Crown by the Expiry Date,

the Crown:

3.1.3 may, at any time during the period of two years from the Expiry Date, Dispose of the RFR Property if the price, and the other terms and conditions of the Disposal, are not more favourable to the purchaser or lessee than the price, and other terms and conditions, set out in the RFR Notice to the [Governance Entity]; but

7: RFR DEED

3.1.4 must, promptly after entering into an agreement to Dispose of the RFR Property to a purchaser or lessee:

- (a) give Notice to the [Governance Entity] of that fact; and
- (b) disclose the terms of that agreement; and

3.1.5 must not Dispose of the RFR Property after the end of the two year period after the Expiry Date without first giving an RFR Notice to the [Governance Entity] under clause 1.1.

4. RE-OFFER REQUIRED

4.1 If:

4.1.1 the Crown gives the [Governance Entity] an RFR Notice;

4.1.2 the [Governance Entity] does not accept the offer set out in the RFR Notice by Notice to the Crown by the Expiry Date; and

4.1.3 the Crown during the period of two years from the Expiry Date proposes to Dispose of the RFR Property but at a price, or on other terms and conditions, more favourable to the purchaser or lessee than the terms and conditions in the RFR Notice,

the Crown may do so only if it first offers the RFR Property for Disposal on those more favourable terms and conditions to the [Governance Entity] in another RFR Notice under clause 1.1.

5. TERMS OF THIS DEED NOT TO AFFECT CERTAIN RIGHTS AND RESTRICTIONS

5.1 Nothing in this Deed affects, or limits, and the rights and obligations created by this Deed are subject to:

5.1.1 the terms of any gift, endowment, or trust relating to any RFR Property existing before the Settlement Date;

5.1.2 the rights of any holders of mortgages over, or of security interests in, any RFR Property;

5.1.3 any requirement at common law or under legislation that:

- (a) must be complied with before any RFR Property is Disposed of to the [Governance Entity]; or
- (b) the Crown must Dispose of an RFR Property to a third party;

5.1.4 any feature of the title to any RFR Property that prevents or limits the Crown's right to Dispose of the RFR Property to the [Governance Entity]; and

5.1.5 any legal requirement that:

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

7: RFR DEED

- (a) prevents or limits the Crown's ability to Dispose of an RFR Property to the [Governance Entity]; and
- (b) the Crown cannot satisfy after taking reasonable steps to do so (and, for the avoidance of doubt, reasonable steps do not include changing the law).

6. THIS DEED DOES NOT APPLY IN CERTAIN CASES

Disposal to certain persons are exempt

6.1 Clause 1.1 does not apply if the Crown is Disposing of an RFR Property to:

- 6.1.1 the [Governance Entity] or a Nominated Transferee;
- 6.1.2 a person to give effect to this Deed or to the Deed of Settlement;
- 6.1.3 a person by way of gift for charitable purposes;
- 6.1.4 the existing tenant of a house on the RFR Property that is held on the Settlement Date for education purposes by the Crown;
- 6.1.5 the lessee under a lease of the RFR Property if such Disposal is constituted by a grant of a new lease to the lessee under a right of, or option for, renewal, or under another right of the lessee to take a further lease under the provisions of the lease;
- 6.1.6 a person under a Disposal arising from a legal requirement on the Crown to consent to an assignment, subletting or other parting with possession of the RFR Property (or any part of it) at the request of the lessee of the RFR Property or otherwise;
- 6.1.7 a person who is being granted a lease of the RFR Property in accordance with a legal right created on or before the Settlement Date;
- 6.1.8 the lessee under a lease of an RFR Property granted, on or before the Settlement Date (or granted after that date but in renewal of a lease granted on or before that date), under:
 - (a) section 66 of the Land Act 1948;
 - (b) section 67 of the Land Act 1948;
 - (c) section 93(4) of the Land Act 1948; or
 - (d) the Crown Pastoral Lands Act 1998;
- 6.1.9 a person to whom the Crown:
 - (a) must offer to sell the RFR Property under sections 40(2) or 41 of the Public Works Act 1981 (or those sections as applied by any other legislation); or

TE ROROA DEED OF SETTLEMENT: SCHEDULES

7: RFR DEED

- (b) may sell the RFR Property under section 40(4) of the Public Works Act 1981 (or that sub-section as applied by section 41 of the Public Works Act 1981 or by any other legislation);

6.1.10 a person under:

- (a) sections 23, 24 or 26 of the New Zealand Railways Corporation Restructuring Act 1990; or
- (b) section 207(4) of the Education Act 1989;

6.1.11 a person under:

- (a) section 105(1) of the Public Works Act 1981;
- (b) section 117(3) of the Public Works Act 1981 (other than a person to whom the land is being Disposed of under the words "may be dealt with as Crown land under the Land Act 1948" in paragraph (b) of that section); or
- (c) section 119(2) of the Public Works Act 1981;

6.1.12 a person under section 355(3) of the Resource Management Act 1991;

6.1.13 a person under:

- (a) sections 16A or 24E of the Conservation Act 1987;
- (b) section 15 of the Reserves Act 1977;
- (c) sections 26 or 26A of the Reserves Act 1977, or any other legislation where a reserve is being vested, if:
 - (i) the reserve is vested in another person to hold and administer as a reserve under the Reserves Act 1977; and
 - (ii) the reserve would revert to the Crown if its status as a reserve was subsequently revoked;
- (d) section 93(4) of the Land Act 1948; or
- (e) legislation that:
 - (i) excludes the RFR Property from a national park within the meaning of the National Parks Act 1980; and
 - (ii) authorises the RFR Property to be Disposed of in consideration or part consideration for other land to be held or administered under the Conservation Act 1987, the National Parks Act 1980 or the Reserves Act 1977; or

TE ROROA DEED OF SETTLEMENT: SCHEDULES

7: RFR DEED

6.1.14 a person who, immediately before the Disposal, holds a legal right created on or before the Settlement Date to:

- (a) purchase the RFR Property; or
- (b) be offered the first opportunity to purchase the RFR Property.

Disposals to Crown Bodies exempt

- 6.2 Clause 1.1 does not apply to the Disposal of an RFR Property to a Crown Body, if that Crown Body takes that RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the [Governance Entity] in the form set out in schedule 2.
- 6.3 A Crown Body to whom an RFR Property is being Disposed of under clauses 3.1, 5 or 6.1 is not required to enter into a deed under clause 6.2.

Disposals for public works exempt

- 6.4 Clause 1.1 does not apply to the Disposal of an RFR Property to a local authority under section 50 of the Public Works Act 1981, if that local authority takes that RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the [Governance Entity] in the form set out in schedule 2.
- 6.5 Clause 1.1 does not apply to the Disposal of an RFR Property which:
- 6.5.1 immediately before the Disposal is held by the Crown for a public work (as defined in the Public Works Act 1981); and
 - 6.5.2 after the Disposal will be held or used for the purpose or activity which, immediately before the Disposal, constituted the public work,
- if the person to whom the RFR Property is Disposed of takes the RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of the [Governance Entity] in the form set out in schedule 3.

- 6.6 A local authority, or a person, to whom an RFR Property is being Disposed of under clauses 3.1, 5 or 6.1 is not required to enter into a Deed under clauses 6.4 or 6.5.

Governance Entity to consent

- 6.7 The [Governance Entity] must sign a deed in the form set out in schedule 2 or schedule 3 if that deed is in accordance with clauses 6.2, 6.4 or 6.5 and is presented to it for signature.

Disposal under Public Works Act 1981

- 6.8 Clause 1.1 does not apply to the Disposal of an RFR Property under an order of the Maori Land Court under section 41(e) of the Public Works Act 1981 and section 134 of Te Ture Whenua Maori Act 1993.

7: RFR DEED

Disposal of or by Crown Bodies

6.9 Nothing in this Deed:

6.9.1 affects or limits the right of the Crown or a Crown Body to sell or dispose of a Crown Body;

6.9.2 requires any offer to the [Governance Entity] in respect of such sale or disposal before that Crown Body is sold or disposed of.

7. NOTICE OF CERTAIN DISPOSALS

7.1 The Crown will advise the [Governance Entity]:

7.1.1 in an agreed manner of a Disposal of an RFR Property under clauses 5 or 6; and

7.1.2 as soon as reasonably practicable after Disposal of that RFR Property (or in such other time frame as may be agreed between the Crown and the [Governance Entity]).

8. TIME LIMITS

8.1 Time is of the essence for the time limits imposed on the Crown and the [Governance Entity] under this Deed.

8.2 The Crown and the [Governance Entity] may agree in writing to an extension of a time limit.

9. TERM OF RIGHT OF FIRST REFUSAL

Term of RFR

9.1 The obligations of the Crown set out in this Deed begin on the Settlement Date and end 50 years after that Date.

RFR ends on Disposal which complies with this Deed

9.2 The obligations of the Crown under this Deed end in respect of each RFR Property on a transfer of the estate in fee simple of the RFR Property in accordance with this Deed.

10. DISPOSAL OF MORE THAN ONE PROPERTY

10.1 An offer made by the Crown under clause 1.1 may be in respect of more than one RFR Property, but this Deed applies to that offer as if all the RFR Properties included in the offer were a single RFR Property.

11. NOTICES

11.1 The provisions of this clause apply to Notices under this Deed:

7: RFR DEED

Notices to be signed

11.1.1 the Party giving a Notice must sign it;

Notice to be in writing

11.1.2 a Notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

Addresses for notice

11.1.3 until any other address or facsimile number of a Party is given by Notice to the other Party, they are as follows:

The Crown:

The Solicitor-General
Crown Law Office
Level 10
Unisys House
56 The Terrace
(PO Box 2858)
WELLINGTON

Governance Entity:

*[Insert the name and address
of the Governance Entity]*

Facsimile No: 04 473-3482;

Delivery

11.1.4 delivery of a Notice may be made:

- (a) by hand;
- (b) by post with pre-paid postage; or
- (c) by facsimile;

Timing of delivery

11.1.5 a Notice delivered:

- (a) by hand will be treated as having been received at the time of delivery;
- (b) by pre-paid post will be treated as having been received on the second day after posting; or
- (c) by facsimile will be treated as having been received on the day of transmission; and

TE ROROA DEED OF SETTLEMENT: SCHEDULES

7: RFR DEED

Deemed date of delivery

- 11.1.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 11.1.5) be treated as having been received the next Business Day.

12. AMENDMENT

- 12.1 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, the [Governance Entity] and the Crown.

13. NO ASSIGNMENT

- 13.1 The [Governance Entity] may not assign its rights or obligations under this Deed.

14. DEFINITIONS AND INTERPRETATION

Definitions

- 14.1 In this Deed, unless the context requires otherwise:

Business Day means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (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 days observed as the anniversaries of the provinces of Wellington and Northland;

Control, for the purposes of subclause (d) of the definition of Crown Body, means:

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

Crown has the meaning given to it in section 2(1) of the Public Finance Act (which, at the date of this Deed, provides that the Crown:

- (a) means the Sovereign in right of New Zealand; and
- (b) includes all Ministers of the Crown and all Departments; but
- (c) does not include:

TE ROROA DEED OF SETTLEMENT: SCHEDULES

7: RFR DEED

- (i) an Office of Parliament; or
- (ii) a Crown entity (as defined in section 7(1) of the Crown Entities Act 2004); or
- (iii) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986));

Crown Body means:

- (a) the Crown;
- (b) a Crown entity (as defined in section 7(1) of the Crown Entities Act 2004) and includes the New Zealand Railways Corporation;
- (c) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); or
- (d) any company or body which is wholly-owned or Controlled by:
 - (i) the Crown, a Crown entity or a State enterprise; or
 - (ii) a combination of the Crown, a Crown entity, Crown entities, a State enterprise or State enterprises,

and includes a subsidiary of, or related company to, any such company or body;

Deed means this Deed giving a right of first refusal over RFR Properties;

Deed of Settlement means the Deed of Settlement referred to in clause A of the Background to this Deed;

Dispose means:

- (a) to transfer an estate in fee simple; or
- (b) to grant a lease the term of which, including rights of renewal or of extension contained in the lease, is or could be for 50 years or longer;

Expiry Date means, in respect of an RFR Notice, the date one calendar month after the RFR Notice is received by the [Governance Entity];

Nominated Transferee has the meaning set out in clause 2.2.2;

Notice means a notice or other communication given under clause 11 and "Notify" has a corresponding meaning;

Party means the [Governance Entity] or the Crown;

RFR Notice means a written notice to the [Governance Entity] which offers to Dispose of the RFR Property to the [Governance Entity] at the price and on the terms and conditions

7: RFR DEED

set out in that notice;

RFR Property means each property referred to in schedule 1;

RFR Property Contract has the meaning set out in clause 2.1; and

Settlement Date has the same meaning as under the Deed of Settlement and is [*insert date*].

Interpretation

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

14.2.1 terms or 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;

14.2.2 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;

14.2.3 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;

14.2.4 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;

14.2.5 the singular includes the plural and vice versa;

14.2.6 words importing one gender include the other genders;

14.2.7 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;

14.2.8 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;

14.2.9 a reference to a schedule is a schedule to this Deed;

14.2.10 a reference to a monetary amount is to New Zealand currency;

14.2.11 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;

14.2.12 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;

14.2.13 a reference to a date on which something must be done includes any other date which may be agreed in writing between the [Governance Entity] and the Crown;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

7: RFR DEED

14.2.14 where something must be done by or on a date that is not a Business Day, that thing must be done by or on the next Business Day after that day; and

14.2.15 a reference to time is to New Zealand time.

SIGNED as a deed on []

[Insert signing provisions for the Governance Entity]

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of **HER MAJESTY THE QUEEN** in right of New Zealand by the Minister in Charge of Treaty of Waitangi Negotiations in the presence of:

WITNESS

Name:

Occupation:

Address:



TE ROROA DEED OF SETTLEMENT: SCHEDULES**7: RFR DEED****SCHEDULE 1***(Clause 14.1 of this Deed)***RFR PROPERTIES**

RFR Property	Legal Description North Auckland Land District	Area (hectares)
Waimamaku Teachers Residence School site, and Pre-school Site, SH 12, Waimamaku	Pt Section 76, Block IX, Waoku SD	1.2152
Aranga School, SH 12, Aranga	Pt Sec 24 Blk XI Waipoua SD	2.7109
Mamaranui Outdoor Education Centre, Mamaranui Rd, Mamaranui	Lots 1 and 2, and Pt Lot 3 DP 30892	0.6085
Kaihu District High School, Mariopiu Rd, Kaihu	Pts Opanake 1C South 6	4.1945
Te Kopuru School, 7 Norton St, Te Kopuru	Pts Allot 54 and Pt Lot 2 of Allot 2A Kopuru Parish	2.1739
Te Kopuru Pre-school, 9 Norton St	Allot 181 Psh of Kopuru	0.8035
Teachers Residence, 20 West Coast Rd, Te Kopuru	Lot 8 DP 40710	0.0837
Teachers Residence, 12 Graham St, Te Kopuru	Lot 33 DP 3853	0.2023
Northland Polytechnic, 24 Parore St, Dargaville	Lot 1 DP 154711	0.3684

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

7: RFR DEED

SCHEDULE 2

(Clauses 6.2 and 6.4 of this Deed)

DEED OF COVENANT

THIS DEED is made

BETWEEN

[Insert the trustees of [name] Trust or other name of the [Governance Entity] (as appropriate)] (the "**Governance Entity**")

AND

[Insert the Crown Body or the local authority (as the case may be) to whom the property is being disposed under clause 6.2 or clause 6.4] (the "**New Owner**")

AND

HER MAJESTY THE QUEEN in right of New Zealand *[or the Crown Body if this Deed relates to a second or subsequent intra-Crown Disposal]* (the "**Current Owner**")

BACKGROUND

- A. The Current Owner proposes to dispose of the property described in the schedule to this Deed (the "**Property**") to the New Owner.
- B. The Property is subject to a deed giving a right of first refusal dated [] between the Crown and the [Governance Entity] (the "**Principal Deed**").
- C. Under the Principal Deed, the Current Owner must, before Disposing of the Property to the New Owner, obtain a deed from the New Owner in favour of the [Governance Entity] ensuring that the New Owner takes the Property subject to the Principal Deed. This Deed is entered into to give effect to the Current Owner's obligation.

IT IS AGREED as follows:

- 1. **TRANSFER BY CURRENT OWNER**
 - 1.1 The Current Owner transfers to the New Owner (with effect from the Transfer Date) all its rights and obligations under the Principal Deed in so far as they relate to the Property.
- 2. **ACCEPTANCE BY NEW OWNER**
 - 2.1 The New Owner, for the benefit of the Current Owner and the [Governance Entity], accepts the Transfer.

7: RFR DEED

3. CONSENT AND RELEASE BY THE GOVERNANCE ENTITY

- 3.1 The [Governance Entity] consents to the Transfer and releases the Current Owner (with effect from the Transfer Date) from all of its obligations under the Principal Deed insofar as they relate to the Property.

4. DEFINITIONS AND INTERPRETATION

Defined Terms

- 4.1 In this Deed, unless the context requires otherwise:

Property has the meaning set out in clause A of the Background to this Deed;

Principal Deed has the meaning set out in clause B of the Background to this Deed;

Transfer means the transfer described in clause 1; and

Transfer Date means the date on which the Current Owner Disposes of the Property to the New Owner.

- 4.2 Terms or expressions that are not defined in this Deed, but are defined in the Principal Deed, have the same meanings in this Deed.

Interpretation

- 4.3 The rules of interpretation set out in clause 14.2 of the Principal Deed also apply to the interpretation of this Deed.

SIGNED as a deed on []

[Insert signing provisions for the Governance Entity, the New Owner and the Current Owner]

TE ROROA DEED OF SETTLEMENT: SCHEDULES

7: RFR DEED

SCHEDULE

The Property

[Describe the Property]

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

7: RFR DEED

SCHEDULE 3

(Clause 6.5 of this Deed)

DEED OF COVENANT

THIS DEED is made

BETWEEN

[Insert the trustees of [name] Trust or other name of the [Governance Entity] (as appropriate)] (the "Governance Entity")

AND

[Insert the person to whom the property is being disposed of under clause 6.5] (the "New Owner")

AND

HER MAJESTY THE QUEEN in right of New Zealand [or the Crown Body] (the "Current Owner")

BACKGROUND

- A. The Current Owner proposes to Dispose of the Property described in the schedule to this Deed (the "Property") to the New Owner.
- B. The Property is subject to a deed giving a right of first refusal dated [] between the Crown and the [Governance Entity] (the "Principal Deed").
- C. Under the Principal Deed, the Current Owner must, before Disposing of the Property to the New Owner, obtain a deed from the New Owner in favour of the [Governance Entity] ensuring that the New Owner takes the Property subject to the Principal Deed. This Deed is entered into to give effect to the Current Owner's obligation.

IT IS AGREED as follows:

1. **TRANSFER BY CURRENT OWNER**

- 1.1 The Current Owner transfers to the New Owner (with effect from the Transfer Date) all its rights and obligations under the Principal Deed in so far as they relate to the Property.

2. **ACCEPTANCE BY NEW OWNER**

- 2.1 The New Owner, for the benefit of the Current Owner and the [Governance Entity], accepts the Transfer.

7: RFR DEED

3. CONSENT AND RELEASE BY GOVERNANCE ENTITY

- 3.1 The [Governance Entity] consents to the Transfer and releases the Current Owner (with effect from the Transfer Date) from all of its obligations under the Principal Deed insofar as they relate to the Property.

4. OBLIGATION TO MAKE OFFER

Request by the Governance Entity

- 4.1 The [Governance Entity] may give written notice to the New Owner requesting the New Owner to give an RFR Notice under clause 1.1 of the Principal Deed.

RFR Notice to be given if Property no longer required

- 4.2 The New Owner must give an RFR Notice under clause 1.1 of the Principal Deed if, on the date of receipt by the New Owner of a notice under clause 4.1, the Property is no longer being held or used for the purpose or activity which, immediately before the Disposal to the New Owner, constituted the public work referred to in clause 6.5 of the Principal Deed. Clause 1.2 of the Principal Deed does not apply to that written notice.

Frequency of requests

- 4.3 A notice under clause 4.1 may not be given within 3 years:

4.3.1 of the Transfer Date; or

4.3.2 of the date of receipt by the New Owner of the last notice under clause 4.1.

5. DEFINITIONS AND INTERPRETATION

Defined Terms

- 5.1 In this Deed, unless the context requires otherwise:

Principal Deed has the meaning set out in clause B of the Background to this Deed;

Property has the meaning set out in clause A of the Background to this Deed;

Transfer means the transfer described in clause 1; and

Transfer Date means the date on which the Current Owner Disposes of the Property to the New Owner.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

7: RFR DEED

- 5.2 Terms or expressions that are not defined in this Deed, but are defined in the Principal Deed, have the same meanings in this Deed.

Interpretation

- 5.3 The rules of interpretation set out in clause 14.2 of the Principal Deed also apply to the interpretation of this Deed.

SIGNED as a deed on []

[Insert signing provisions for the Governance Entity, the New Owner and the Current Owner]

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

7: RFR DEED

SCHEDULE

THE PROPERTY

[Describe the Property]

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SCHEDULE 8

DEFERRED PURCHASE

(Clauses 11.11-11.20)

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8: DEFERRED PURCHASE

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8: DEFERRED PURCHASE

PART 1: DEFERRED SELECTION PROPERTIES

(Clause 11.11)

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

8: DEFERRED PURCHASE: DEFERRED SELECTION PROPERTIES

North Auckland Land District - Kaipara District

Name of Site	Legal Description	Landholding Agency
Waikara Farm 4	305.9300 hectares more or less being Section 5 Block IX Waipoua Survey District. SO 54827. Balance Document D154618.3.	Land Information New Zealand
	224.8433 hectares more or less being Section 6 Block IX and Sections 41, 43, 44 and 45 Block X Waipoua Survey District. SO 51282, SO 54824 and SO 54828. Balance Document D154621.2.	
Waikara Farm 5	435.7780 hectares more or less being Section 6 Block VI and Section 4 Block IX Waipoua Survey District. SO 54825. All Document D154617.2.	Land Information New Zealand
Waikara Farm 6	379.4360 hectares more or less being Sections 7 and 8 Block VI Waipoua Survey District. SO 54826. All Document D171470.3.	Land Information New Zealand
Aranga Beach Farm	392.76 hectares, approximately, being Lot 17 and Part Lot 16 DP 1457, Part Lot 20 DP 1458, Lot 3 DP 120557 and Part Section 27A Block XIII Waipoua Survey District. Part Document C966049.6. Subject to survey.	Office of Treaty Settlements
	91.00 hectares, approximately, being Part Section 64 Block I Kaiwi Survey District. Part Document C589493.4. Subject to survey.	

8: DEFERRED PURCHASE

PART 2: INTERPRETATION AND NOTICE

(Clause 11.19)

8: DEFERRED PURCHASE

INTERPRETATION AND NOTICE

1. DEFINITIONS

1.1 In clauses 11.11-11.20 and in this Schedule, unless the context otherwise requires:

Arbitration Commencement Date means the date the Crown makes the referral to arbitration referred to in paragraph 8.1 of Part 3;

Arbitrator means a person appointed under paragraphs 4.3 or 4.4 of Part 3;

Crown's Valuation Report means the valuation report prepared by the Crown's Valuer in accordance with Part 3;

Crown's Valuer means a Registered Valuer appointed by the Crown to take part in the Valuation Process;

Deferred Selection Property means each of the properties described in Part 1;

Disclosed Encumbrance has the meaning set out in paragraph 2.2 of Part 3;

Disclosure Information, in relation to a Deferred Selection Property, means the information given by the Crown in relation to that property under paragraph 2.1 of Part 3;

Governance Entity's Valuation Report means the valuation report prepared by the Governance Entity's Valuer in accordance with Part 3;

Governance Entity's Valuer means a Registered Valuer appointed by the Governance Entity to take part in the Valuation Process;

Market Value is the amount, exclusive of GST, for which the Deferred Selection Property might be expected to exchange on the Valuation Date, between a willing buyer and a willing seller, in an arms' length transaction, after proper marketing, if the parties to the transaction had each acted knowledgeably, prudently and without compulsion. In applying this definition to the Deferred Selection Property, the following matters (in addition to all other relevant factors) must be taken into account:

- (a) the Terms of Transfer; and
- (b) the Disclosed Encumbrances affecting or benefiting that property;

Notification Date, in relation to a Deferred Selection Property, is the date the Governance Entity gives the Crown Notice under clause 11.12 that it is interested in purchasing that property;

Party means the Crown and the Governance Entity;

8: DEFERRED PURCHASE: INTERPRETATION AND NOTICE

Registered Valuer means a valuer registered with the Valuers' Registration Board of New Zealand and with experience in the valuation of properties similar to the Deferred Selection Property;

Terms of Transfer means the terms of transfer set out in Part 4;

Transfer Value, in relation to a Deferred Selection Property, means the Transfer Value for that property determined or agreed under the Valuation Process.

Valuation Date, in relation to a Deferred Selection Property, means the Valuation Date as provided under paragraph 3.1 of Part 3;

Valuation Exchange Date has the meaning set out in paragraph 5.3 of Part 3.

Valuation Process, in relation to a Deferred Selection Property, means the process to determine or agree the Transfer Value of that property in accordance with Part 3.

NOTICE

- 1.2 Until any other address or facsimile number of a Land Holding Agency is given by Notice to the Governance Entity, the addresses of the Land Holding Agency are as follows:

Land Information New Zealand

[]

Office of Treaty Settlements

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PART 3: VALUATION PROCESS

(Clause 11.13.1)

TE ROROA DEED OF SETTLEMENT: SCHEDULES

8: DEFERRED PURCHASE

PART 3

VALUATION PROCESS

1. APPLICATION OF THIS PART

- 1.1 This Part 3 applies to a Deferred Selection Property if the Transfer Value of that property is to be determined or agreed under this Part pursuant to clause 11.13.1.

2. DISCLOSURE

- 2.1 The Land Holding Agency will, within 10 Business Days of being given Notice by the Governance Entity under clause 11.12 that the Governance Entity is interested in purchasing a Deferred Selection Property, give the Governance Entity all material information that relates to the Deferred Selection Property that the Land Holding Agency is aware of. The date the Governance Entity gives the Land Holding Agency Notice under clause 11.12 is the "**Notification Date**".
- 2.2 The information that the Land Holding Agency gives under paragraph 2.1 will include all Encumbrances of which the Land Holding Agency is aware that affect or benefit the Deferred Selection Property (the "**Disclosed Encumbrance**").

3. VALUATION DATE

- 3.1 The **Valuation Date**, in relation to a Deferred Selection Property will (subject to clause 3.2) be:
- 3.1.1 if the Notification Date for the Deferred Selection Property is before the Settlement Date, as at the Date of this Deed; or
- 3.1.2 if the Notification Date for the Deferred Selection Property is on or after the Settlement Date, as at the Notification Date.
- 3.2 If Aranga Beach Farm Pt Lot 15 DP 1457 is a Deferred Selection Property under clause 11.11.2, its Valuation Date will be as at the Notification Date.

4. APPOINTMENT OF VALUERS AND ARBITRATOR

- 4.1 No later than 5 Business Days after the Notification Date, the Governance Entity and the Land Holding Agency must each:
- 4.1.1 appoint a Registered Valuer;
- 4.1.2 instruct the Registered Valuer to assess the Market Value of the Deferred Selection Property in accordance with this Part 3; and
- 4.1.3 Notify each other of the identity of the Registered Valuer.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

8: DEFERRED PURCHASE: VALUATION PROCESS

- 4.2 The Crown and the Governance Entity must ensure that the terms of appointment of their Registered Valuers require them to participate in the Valuation Process.
- 4.3 The Crown and the Governance Entity must endeavour to agree on and appoint a person who is suitably qualified and experienced in determining disputes about the value of assets similar to the Deferred Selection Property no later than 10 Business Days after the Notification Date.
- 4.4 If no appointment has been made under paragraph 4.3 by that date, the Crown must request that the President of the NZ Institute of Valuers make the appointment.
- 4.5 An appointment of an Arbitrator is made once the appointee has confirmed that he or she will conduct an arbitration, if requested by the Crown, in accordance with this Part.

5. VALUATION REPORTS

- 5.1 Either the Crown or the Governance Entity may carry out an inspection of the Deferred Selection Property. The Registered Valuer of the Crown or the Governance Entity intending to carry out an inspection must give at least 5 Business Days' notice of the date and time of the inspection to the other Registered Valuer appointed under this Part and give that valuer an opportunity to attend the inspection.
- 5.2 Both the Crown's Valuer and the Governance Entity's Valuer must prepare a Valuation Report that includes their respective assessments of the Market Value of the Deferred Selection Property on the Valuation Date.
- 5.3 The Land Holding Agency and the Governance Entity must each deliver a copy of its Valuation Report to the other by no later than 50 Business Days after the Notification Date (the "**Valuation Exchange Date**").
- 5.4 Both Valuation Reports must:
- 5.4.1 meet the requirements of the New Zealand Institute of Valuers' Standards and other relevant standards insofar as those requirements are consistent with this Part 3;
 - 5.4.2 include an executive summary containing:
 - (a) a summary of the valuation along with key valuation parameters;
 - (b) a summary of any key issues affecting the value; and
 - 5.4.3 attach appendices setting out:
 - (a) a statement of valuation policies; and
 - (b) relevant market and sales information.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

8: DEFERRED PURCHASE: VALUATION PROCESS

6. SINGLE VALUATION REPORT MAY DETERMINE TRANSFER VALUE

- 6.1 If only one Valuation Report is delivered by a Party by the Valuation Exchange Date, then the assessment of Market Value in that report will be the Transfer Value.

7. NEGOTIATIONS TO AGREE MARKET VALUE

- 7.1 If each Party has provided a Valuation Report, the Crown and the Governance Entity must endeavour to agree on, and record in writing, the Market Value. The amount agreed as the Market Value is the Transfer Value.
- 7.2 Where Transfer Value is not determined or agreed within 20 Business Days after the Valuation Exchange Date, the determination of the Transfer Value must be referred to an Arbitrator in accordance with paragraph 8.

8. DETERMINATION OF MARKET VALUE

- 8.1 Within 5 Business Days of paragraph 7.2 applying, the Crown must refer the dispute to the Arbitrator (the "**Arbitration Commencement Date**").
- 8.2 The Arbitrator must promptly give notice of a meeting to be attended by the Crown and the Governance Entity and their Registered Valuers, at a venue and time to be decided by the Arbitrator after consultation with the Parties but not later than 30 Business Days after the Arbitration Commencement Date.
- 8.3 The Crown and the Governance Entity must by no later than 5.00pm on the day which is 5 Business Days prior to the date of the meeting give to the Arbitrator and to each other, their Valuation Reports, sales evidence and any submission or expert evidence based on that information that the Crown or the Governance Entity intend to present at the meeting.
- 8.4 At the meeting, the Arbitrator must:
- 8.4.1 establish a procedure and give each Party the right to examine, cross examine and re-examine the Registered Valuers and other experts appointed by the other Parties in relation to the information provided to the Arbitrator; and
 - 8.4.2 have regard to the requirements of natural justice in the conduct of the meeting.
- 8.5 The Arbitrator shall hold the meeting and give his or her determination of the Market Value no later than 50 Business Days after the Arbitration Commencement Date.
- 8.6 The Transfer Value will be the Arbitrator's determination of the Market Value. That determination must be no higher than the higher, and no lower than the lower, of the assessment of Market Value contained in the Crown's Valuation Report and in the Governance Entity's Valuation Report.
- 8.7 The determination of the Arbitrator is final and binding on the Crown and the Governance Entity.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

8: DEFERRED PURCHASE: VALUATION PROCESS

9. GENERAL PROVISIONS

- 9.1 The Crown and the Governance Entity must each bear their own costs in connection with the Valuation Process.
- 9.2 The costs of the Arbitrator and the costs of the hire of a venue for the meeting referred to in paragraph 8.2 must be borne by the Crown and the Governance Entity equally.
- 9.3 Despite paragraphs 9.1 and 9.2, the Arbitrator may award costs against the Crown or the Governance Entity where the Arbitrator considers that it would be just to do so on account of unreasonable conduct.

PART 4: TERMS OF TRANSFER

(Clause 11.15.1(b))

TE ROROA DEED OF SETTLEMENT: SCHEDULES

8: DEFERRED PURCHASE

PART 4

TERMS OF TRANSFER

1. APPLICATION OF THIS PART AND DSP SETTLEMENT DATE

- 1.1 This Part 4 applies if the Crown and the Governance Entity are deemed under clause 11.15.1 to have entered into an agreement for the sale and purchase of a Deferred Selection Property.
- 1.2 This Part 4:
- 1.2.1 applies only once this Deed has become unconditional if the agreement referred to in paragraph 1.1 is a conditional agreement under clause 11.15.2; and
- 1.2.2 ceases to apply if this Deed is terminated under Part 14.
- 1.3 Despite paragraph 1.2, paragraphs 2.3, 2.4, 3.1, 3.2 and 11.1 are not conditional and come into effect once the agreement referred to in paragraph 1.1 is constituted.
- 1.4 In this Part, **DSP Settlement Date** means:
- 1.4.1 if the agreement referred to in clause 1.1 is not a conditional agreement under clause 11.15.2, 30 Business Days after the Governance Entity Notified the Crown under clause 11.12 that it elected to purchase the Deferred Selection Property; or
- 1.4.2 if the agreement referred to in clause 1.1 is a conditional agreement under clause 11.15.2, the Settlement Date.

2. TRANSFER OF THE DEFERRED SELECTION PROPERTY

- 2.1 On the DSP Settlement Date:
- 2.1.1 the Crown must transfer the Deferred Selection Property to the Governance Entity;
- 2.1.2 the Governance Entity must pay to the Crown, by way of bank cheque drawn on a New Zealand registered bank and payable to the Land Holding Agency, an amount equal to the Transfer Value (plus GST if any).
- 2.2 The Crown must transfer the fee simple estate in the Deferred Selection Property to the Governance Entity on the terms set out in clauses 11.11-11.19, and in this Part 4, subject to and, where applicable, with the benefit of the Disclosed Encumbrances affecting or benefiting that property (as those Encumbrances may be varied under paragraph 2.3).
- 2.3 The Crown and the Governance Entity may agree in writing to vary or add to the Disclosed Encumbrances affecting the Deferred Selection Property
- 2.4 The Governance Entity must not unreasonably withhold or delay its consent to varying a Disclosed Encumbrance or granting a new Encumbrance affecting the Deferred Selection Property.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

8: DEFERRED PURCHASE: TERMS OF TRANSFER

2.5 The Crown will pay any survey and registration costs required to transfer the fee simple estate in the Deferred Selection Property to the Governance Entity.

3. OBLIGATIONS PRIOR TO DSP SETTLEMENT DATE

3.1 The Crown must maintain the Deferred Selection Property, or will ensure that property is maintained, until the DSP Settlement Date in substantially the same condition as it was in at the Notification Date, fair wear and tear excepted.

3.2 Between the Notification Date and the DSP Settlement Date the Crown must consult with, and obtain the prior consent of, the Governance Entity (which will not be unreasonably withheld or delayed) before:

3.2.1 agreeing to any material variation in the terms of a Disclosed Encumbrance affecting or benefiting a Deferred Selection Property; or

3.2.2 procuring any consent, or providing any waiver, under the Resource Management Act, or other legislation, that materially affects the Deferred Selection Property.

3.3 The Crown must, if it carries out works, or gives specific authority in writing for works to be carried out, on a Deferred Selection Property, between the Notification Date and the DSP Settlement Date, for which the Crown must by law obtain a building consent or permit, comply with any obligations imposed on the Crown under the Building Act in respect of such works.

3.4 The Crown must pay all charges for electric power, gas, water, and other utilities that the Crown owes as owner of a Deferred Selection Property until the DSP Settlement Date except where those charges are payable by any tenant or occupant directly to the relevant supplier.

3.5 Subject to the terms of any Disclosed Encumbrance affecting the Deferred Selection Property, the Crown must use reasonable endeavours to obtain permission for the Governance Entity (or a person authorised by the Governance Entity), upon reasonable notice, to enter a Deferred Selection Property on one occasion before the DSP Settlement Date to examine it.

4. POSSESSION AND SETTLEMENT

4.1 On the DSP Settlement Date:

4.1.1 possession must be given and taken of the Deferred Selection Property subject to the Disclosed Encumbrances (as they may be varied under paragraph 2.3); and

4.1.2 vacant possession must be given and taken of the Deferred Selection Property if it is not subject to any Disclosed Encumbrance (as they may be varied under paragraph 2.3).

4.2 Subject to paragraph 10, on the DSP Settlement Date the Crown must hand to the Governance Entity:

TE ROROA DEED OF SETTLEMENT: SCHEDULES

8: DEFERRED PURCHASE: TERMS OF TRANSFER

- 4.2.1 a registrable memorandum of transfer of the Deferred Selection Property;
- 4.2.2 all other instruments in registrable form which may be required by this Part 4; and
- 4.2.3 all contracts and other documents which create unregistered rights, interests and obligations affecting the registered proprietor's interest (but not proclamations, *Gazette* notices and similar public notices) and which will continue following DSP Settlement Date.
- 4.3 All outgoings and incomings (including rates, excluding insurance premiums) must be apportioned at the DSP Settlement Date.
- 4.4 The Crown must supply a statement of apportionments to the Governance Entity before the DSP Settlement Date. On the DSP Settlement Date:
- 4.4.1 the Governance Entity must pay to the Crown the amount by which the outgoings (except for insurance premiums) for the Deferred Selection Property pre-paid by the Crown in respect of a period after the DSP Settlement Date exceed the incomings received by the Crown for that period; or
- 4.4.2 the Crown must pay to the Governance Entity the amount by which the incomings received by the Crown in respect of a period after the DSP Settlement Date exceed the outgoings (except for insurance premiums) for the Deferred Selection Property pre-paid by the Crown for that period.
- 4.5 The Crown must make available to the Governance Entity on the DSP Settlement Date any keys to exterior doors to, and electronic door openers (if any) and/or security codes to alarms (if any) for, the Deferred Selection Property that are in the possession of the Crown at the DSP Settlement Date.
- 4.6 The Deferred Selection Property must be transferred inclusive of all fixtures and fittings that are owned by the Crown and are situated on the Deferred Selection Property at the Notification Date and those fixtures and fittings must not be mortgaged or charged to any person.
- 4.7 No chattels situated on the Deferred Selection Property will be included in its transfer. Any issue as to the ownership of, and liability for, any such chattels, and any fixtures or fittings owned or installed by any tenant or occupant of the Deferred Selection Property, must be resolved between the Governance Entity and the tenant or occupant (without reference to the Crown).

5. RISK AND INSURANCE

- 5.1 The Deferred Selection Property will remain at the sole risk of the Crown until the DSP Settlement Date and, from the DSP Settlement Date, it will remain at the sole risk of the Governance Entity.
- 5.2 In the event that, between the Notification Date and the DSP Settlement Date, the Deferred Selection Property is destroyed or damaged and such destruction or damage has not been

TE ROROA DEED OF SETTLEMENT: SCHEDULES

8: DEFERRED PURCHASE: TERMS OF TRANSFER

made good by the DSP Settlement Date, then the following provisions apply:

5.2.1 if the Deferred Selection Property is untenable on the DSP Settlement Date, the Governance Entity may:

(a) complete the transfer on the condition that the Crown pay to the Governance Entity (as a partial refund of the purchase price) an amount equal to the amount of the diminution in the value of the Deferred Selection Property as at the Settlement Date; or

(b) cancel the transfer by giving the Crown notice in writing;

5.2.2 if the Deferred Selection Property is tenable on the Settlement Date, the Governance Entity will complete the transfer on the condition that the Crown pay to the Governance Entity (as a partial refund of the purchase price) an amount equal to the amount of the diminution in the value of the Deferred Selection Property as at the DSP Settlement Date as a result of the destruction or damage; and

5.2.3 either Party may give the other Party notice in writing requiring that any dispute as to the application of this paragraph 5.2 be determined by an arbitrator to be appointed by the president or vice-president of the law society for the district where the Deferred Selection Property is located, and the Party serving the notice may at any time after that refer the dispute to the arbitrator for determination under the Arbitration Act. If the dispute is not determined by the DSP Settlement Date then the Parties' obligations relating to transfer and possession of the Deferred Selection Property will be deferred until the fifth Business Day following the date on which the dispute is determined. The arbitrator may determine that the possession date will not be deferred or will be deferred to another day or days.

5.3 The Governance Entity will not be required to take over from the Crown any insurance policies in relation to the Deferred Selection Property.

6. TRANSFER VALUE

6.1 To avoid doubt, the Parties acknowledge that the Transfer Value of the Deferred Selection Property will not be affected by:

6.1.1 any addition or variation to the Disclosed Encumbrances agreed in writing by the Crown and the Governance Entity under paragraph 2.3; or

6.1.2 any variation to a Disclosed Encumbrance agreed by the Crown and the Governance Entity under paragraph 3.2.1.

7. BOUNDARIES, TITLE, ETC

7.1 The Crown will not be bound to point out the boundaries of the Deferred Selection Property.

7.2 If the Deferred Selection Property is subject only to Disclosed Encumbrances (as they may be varied under clause 2.3), the Governance Entity:

TE ROROA DEED OF SETTLEMENT: SCHEDULES

8: DEFERRED PURCHASE: TERMS OF TRANSFER

7.2.1 will be treated as having accepted the Crown's title to the Deferred Selection Property as at the DSP Settlement Date; and

7.2.2 may not make any objections to, or requisitions on, it.

7.3 Except as otherwise expressly set out in this Part 4 no error, omission or misdescription of the Deferred Selection Property or its title shall annul the transfer of the Deferred Selection Property.

7.4 The Crown will not be liable to pay for, or contribute towards, the expense of erection or maintenance of any fence between the Deferred Selection Property and any contiguous land of the Crown (unless it is the Crown that requires the fence); and

7.4.1 this clause will not continue for the benefit of any subsequent purchaser of the contiguous land; and

7.4.2 the Crown may require the inclusion of a fencing covenant to this effect in any transfer of the Deferred Selection Property.

8. OBLIGATIONS

8.1 If the Crown receives any notice or demand in relation to the Deferred Selection Property from the Crown, any territorial authority or any tenant after the DSP Settlement Date, the Crown will, if not paying or complying with such notice or demand, promptly deliver it to the Governance Entity or the Governance Entity's solicitor and, if the Crown fails to do so, the Crown will be liable for any penalty incurred.

8.2 Immediately after the DSP Settlement Date, the Crown will give notice of the transfer of the Deferred Selection Property to the territorial authority having jurisdiction in respect of that property.

9. DISCLOSURE INFORMATION

9.1 The Crown warrants to the Governance Entity that, as at the Notification Date, the Disclosure Information in relation to the Deferred Selection Property is all the material information that relates to the Deferred Selection Property, of which the Land Holding Agency is aware, the Land Holding Agency having inspected its records but not having undertaken a physical inspection of the Deferred Selection Property or made enquiries beyond its records.

9.2 Except as provided in paragraph 9.1, the Crown gives no representation or warranty (whether express or implied) nor accepts any responsibility with respect to:

9.2.1 the Deferred Selection Property including as to its ownership, management, occupation, physical condition, use or compliance with:

(a) any legislation including by-laws; or

(b) any enforcement or other notice, requisition or proceedings issued by any

TE ROROA DEED OF SETTLEMENT: SCHEDULES

8: DEFERRED PURCHASE: TERMS OF TRANSFER

authority; or

9.2.2 the completeness or accuracy of the Disclosure Information in relation to the Deferred Selection Property.

9.3 Te Roroa and the Governance Entity acknowledge that (although the Crown is not giving any representation or warranty in relation to the Deferred Selection Property except as provided in paragraph 9.1) Te Roroa had the opportunity prior to the DSP Settlement Date (in addition to being able to examine the Disclosure Information) to:

9.3.1 inspect the Deferred Selection Property; and

9.3.2 determine its state and condition.

10. DELAYED TRANSFER OF LEGAL TITLE

10.1 If all the land comprising the Deferred Selection Property is not all of the land contained in a computer freehold register or registers, the Crown covenants for the benefit of the Governance Entity that it will:

10.1.1 arrange for the creation of a computer freehold register or registers for all that Deferred Selection Property; and

10.1.2 transfer title to the Deferred Selection Property, as soon as is reasonably practicable, but no later than five years after the DSP Settlement Date.

10.2 The covenant given by the Crown under paragraph 10.1 shall have effect and be enforceable, despite being positive in effect and there being no dominant tenement.

10.3 If paragraph 10.1 applies then, for the period from the DSP Settlement Date until the date that the Crown transfers the title to that Deferred Selection Property to the Governance Entity:

10.3.1 the Governance Entity will be the beneficial owner of that property; and

10.3.2 all obligations and rights will be performed and arise as if full legal title had passed to the Governance Entity on the DSP Settlement Date.

10.4 If the Deferred Selection Property is one of the properties referred to in clause 11.21, the Crown shall not commence any necessary survey for the creation of a computer freehold register for that property until it is certain what properties the computer freehold register will combine under clause 11.21.

11. MISCELLANEOUS

Further Assurances

11.1 The Crown and the Governance Entity must, at the request of the other, sign and deliver any further documents or assurances and do all acts and things that the other may

TE ROROA DEED OF SETTLEMENT: SCHEDULES

8: DEFERRED PURCHASE: TERMS OF TRANSFER

reasonably require to give full force and effect to clauses 11.10 and 11.18 and this Part 4.

Non merger

- 11.2 On transfer of the Deferred Selection Properties to the Governance Entity, the provisions of this Part 4 will not merge and, to the extent any provision has not been fulfilled, will remain in force.

SCHEDULE 9

EASEMENTS

(Clauses 9.1.14, 9.1.37, 9.1.48, 9.1.52, 11.4 and 11.5)

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PART 1: RIGHT OF WAY

(Clause 11.4.1)

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: RIGHT OF WAY

Date

PARTIES

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

HER MAJESTY THE QUEEN In right of New Zealand acting by and through the Minister of Finance and the Minister for State Owned Enterprises (the "*Grantee*")

BACKGROUND

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

BY THIS DEED IT IS AGREED AND DECLARED as follows:

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Deed, unless the context otherwise requires:

"**Commencement Date**" means the date first written above;

"**Deed**" means this deed, the Background and the Schedule annexed hereto;

"**Grantee**" also includes the registered proprietors of the Grantee's Land from time to time and the licensees, lessees, employees, agents, contractors, tenants, invitees, successors and assigns of the Grantee;

"**Grantor**" also includes the other registered proprietors from time to time of the Grantor's Land;

"**Grantee's Land**" means the land described in paragraph 3 of the Schedule;

"**Grantor's Land**" means the land described in paragraph 1 of the Schedule and includes any part thereof.

1.2 Construction

1.2.1 In the construction of this Deed unless the context otherwise requires:

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: RIGHT OF WAY

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

2 GRANT OF ACCESS RIGHTS

- 2.1 Pursuant to section [*enter appropriate section and title of settlement legislation*] the Grantor hereby grants to the Grantee a right of way over [those parts] of the Grantor's Land shown marked [*insert details*] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Deed to the intent that the easement shall be forever appurtenant to the Grantee's Land as set out in the Schedule.
- 2.2 In consideration of the Grantor agreeing to enter into this Deed the Grantee shall duly observe the obligations imposed on it under this Deed.

3 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under Clause 2 are granted subject to the following conditions and obligations:

- 3.1 The Grantee shall when passing or repassing over the Grantor's Land:
 - 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
 - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor provided that the Grantee shall be permitted, without limitation to use any class of vehicle which is ordinarily used in a production forest (including, but not limited to, haulers and heavy logging trucks);
 - 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
 - 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: RIGHT OF WAY

- 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any vegetation on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 3.1.5):
- (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;
- 3.2 Subject to Clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee;
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road;
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs shall not purport to close the road or restrict public access to the Grantor's Land, are to be consistent with the standards set by the Land Transport Safety Authority and must be removed when the operation has been completed;
- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Deed that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land;
- 3.6 Subject to Clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee;
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- (a) widen the road; or
 - (b) alter the location of the road; or
 - (c) alter the way in which the run-off from the road is disposed of; or
 - (d) change the nature of the road surface; or

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: RIGHT OF WAY

(e) park or store equipment or material on the Grantor's Land,

without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed;

- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any vegetation on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor;
- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor;
- 3.11 The Grantee shall comply at all times with all statutes and regulations, in particular the Conservation Act 1987 and the Acts in its First Schedule where relevant, and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed. Provided that pursuant to section [**enter appropriate section and title of settlement legislation**], this easement will be enforceable in accordance with its terms, notwithstanding Part IIIB of the Conservation Act 1987.

4 GRANTOR'S RIGHTS

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

5 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Deed.

6 REGISTRATION

The parties shall take and do all such acts and things necessary to ensure that this Deed (or a Memorandum of Transfer Grant of Right of Way on substantially the same terms) is registered in the North Auckland Land Registry Office as soon as the Registrar-General of Land confirms that this Deed, or such a memorandum of transfer, can be registered against the Grantor's Land.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: RIGHT OF WAY

7 DELEGATION

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

8 NOTICES

8.1 Any notice to be given by one party under this Deed to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party:

8.1.1 the Grantor's address as set out in paragraph 2 of the Schedule;

8.1.2 the Grantee's address as set out in paragraph 4 of the Schedule.

8.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

9 SEVERABILITY

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: RIGHT OF WAY

IN WITNESS WHEREOF this Deed has been duly executed on the date first written above.

Signed for and on behalf of **HER MAJESTY
THE QUEEN** as Grantor by

**Conservator for the Northland
Conservancy** acting for the Minister of
Conservation under delegated authority
pursuant to sections 57 and 58 of the
Conservation Act 1987 and section 41 of
the State Sector Act 1988

In the presence of:

Name:

Occupation:

Address:

Signed for and on behalf of **HER MAJESTY
THE QUEEN** [*insert details*] as Grantee
by:

In the presence of:

Name:

Occupation:

Address:

*msm
y*

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: RIGHT OF WAY

SCHEDULE

1 GRANTOR'S LAND:

[Insert details.]

2 GRANTOR'S ADDRESS:

Department of Conservation
Northland Conservancy

[]

3 GRANTEE'S LAND:

[being Lots 1 and 2 on DP 155131 and Lots 3 and 4 on DP 155132]

4 GRANTEE'S ADDRESS:

Ministry of Agriculture and Forestry

[Enter address]

*msm
g*

PART 2: IN GROSS

(Clauses 9.1.37, 11.4.2 and 11.4.3)

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Memorandum of Transfer, unless the context otherwise requires:

["**HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation**" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public]

["**HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Fisheries**" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public]

["**HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Forestry**" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public]

1.2 Construction

In the construction of this Transfer unless the context otherwise requires:

1.1.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Transfer;

1.1.2 references to Clauses and the Schedule are to the clauses and the schedule of this Transfer;

1.1.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

1.1.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

2.1 The Transferor hereby grants to the Transferee a right of way in gross over those parts of the Transferor's Land shown marked [*insert details*] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Transfer.

2.2 In consideration of the Transferor agreeing to enter into this Transfer the Transferee shall duly observe the obligations imposed on it under this Transfer.

3 OBLIGATIONS OF THE TRANSFEE

The rights and powers conferred under Clause 2 are granted subject to the following conditions and obligations:

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: IN GROSS

- 3.1 The Transferee shall when passing or repassing over the Transferor's Land:
- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Transferor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
 - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Transferor;
 - 3.1.3 take all due care when taking any welding equipment over the Transferor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Transferor's Land without the prior written permission of the Transferor;
 - 3.1.4 immediately after passing through any gates on the Transferor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
 - 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Transferor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Transferor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 3.1.5):
 - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Transferor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;
- 3.2 Subject to Clauses 3.7 and 3.8, the Transferee shall, at its cost, repair to the satisfaction of the Transferor, any of the Transferor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Transferee;
- 3.3 The Transferee shall annually pay to the Transferor a proportion of the cost of maintenance of any of the roads or tracks on the Transferor's Land commensurate with the use made by the Transferee of such roads or tracks **PROVIDED THAT** the Transferee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Transferor's negligent use of that track or road;
- 3.4 The Transferee shall not exhibit any notice or sign on the Transferor's Land without the prior written consent of the Transferor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this Clause 3.4 shall not prevent the Transferee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the Land Transport Safety Authority and must be removed when the operation has been completed;
- 3.5 The Transferee will ensure, at all times, in the exercise of the rights set out in this Transfer that its agents, employees or contractors will not obstruct or hamper the Transferor or its agents, employees and contractors, in its or their normal or reasonable use of the Transferor's Land;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: IN GROSS

- 3.6 Subject to Clauses 3.7 and 3.8, in the event that the Transferor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Transferee, then any necessary improvements and maintenance shall be at the sole cost of the Transferee;
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Transferee shall not:
- (a) widen the road; or
 - (b) alter the location of the road; or
 - (c) alter the way in which the run-off from the road is disposed of; or
 - (d) change the nature of the road surface; or
 - (e) park or store equipment or material on the Transferor's Land,
- without the Transferor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 3.8 The Transferee shall not erect any structures on the Transferor's Land or make any additions or alterations to existing structures unless the Transferee has obtained the Transferor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 3.9 The Transferee shall not at any time, except with the prior written approval of the Transferor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Transferor's Land nor shall the Transferee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Transferor;
- 3.10 The Transferee shall not, without the prior written approval of the Transferor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Transferor's Land, nor shall the Transferee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Transferor;
- 3.11 The Transferee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Transferee to conduct the activities permitted by this Transfer.

4 TRANSFEROR'S RIGHTS

- 4.1 The Transferor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Transferor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Transferor shall furnish at the expense of the Transferee, keys to any locks fitted to any of the said gates.
- 4.2 The Transferor may relocate any part or all of the right of way defined in Clause 2.1 where such relocation is required to enable the Transferor to reasonably obtain the full benefit of the Transferor's Land provided that such relocation shall be no less convenient to the Transferee in enabling the full benefit of the Transferee's Land. The Transferee will sign all documents

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: IN GROSS

required to effect any relocation and the Transferor will bear all the costs of relocation and provide an alternative right of way to the same standard as the existing right of way.

5 COSTS

The Transferee shall be liable to the Transferor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Transferor arising from or incidental to the preparation, registration and enforcement of any provision in this Transfer.

6 ASSIGNMENT

6.1 [The Transferee may assign its rights and obligations under this Transfer to any one of the following who acquires land for an estate or interest in land from the Transferee and requires rights under this Transfer as the means of providing reasonable access to that land:

- (a) Any Crown entity as defined in section 2(1) of the Crown Entities Act 2004;
- (b) Any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;
- (c) Any person who holds the land in trust for the Transferee; or
- (d) Any other person with the prior consent of the Transferor, which shall not be unreasonably withheld.

6.2 As from the date of assignment the Transferee shall cease to have any liability whatsoever in respect of this Transfer and the Transferor agrees to release the Transferee from all obligations under this Transfer from that date, but only if the assignee enters into a deed of covenant with the Transferor agreeing to be bound by the terms of this Transfer from the date of release of the Transferee.]

[Note: Insert the above clauses where the transferee is HMQ acting by and through the Minister of Conservation.]

6.2 [The Transferee may assign all its rights and obligations under this Transfer. As from the date of assignment the Transferee shall cease to have any liability whatsoever in respect of this Transfer and the Transferor agrees to release the Transferee from all obligations under this Transfer from that date, but only if the assignee enters into a deed of covenant with the Transferor agreeing to be bound by the terms of this Transfer from the date of release of the Transferee.]

[Note: Insert the above clause where the transferee is HMQ acting by and through the Minister of Forestry.]

1 DELEGATION

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: IN GROSS

2 NOTICES

2.1 Any notices to be given by one party under this Transfer to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

2.1.1 The Transferor's address as set out in paragraph 1 of the First Schedule; and

2.1.2 The Transferee's address as set out in paragraph 2 of the First Schedule.

2.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

3 SEVERABILITY

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

msm
g

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: IN GROSS

Signed for and on behalf of [HER MAJESTY THE QUEEN / TE ROROA GOVERNANCE ENTITY depending on Transferor *insert details*] as Transferor by:

In the presence of:

Name:
Occupation:
Address:

Signed for and on behalf of HER MAJESTY THE QUEEN as Transferee by [*insert relevant details depending on which party is named as Transferee*]

In the presence of:

Name:
Occupation:
Address:

msm
Cj

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: IN GROSS

SCHEDULE

1 TRANSFEROR'S ADDRESS:

[Insert applicable details]

[Enter Address]

2 TRANSFEREE'S ADDRESS:

[Insert applicable details]

[Enter Address]

msm
G

PART 3: UNREGISTERED

(Clause 11.5)

*msm
G*

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: UNREGISTERED

Date

PARTIES

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

[**HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Commissioner of Crown Lands (the "*Grantor*"); and]

TE ROROA GOVERNANCE ENTITY (the "*Grantee*")

BACKGROUND

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

BY THIS DEED IT IS AGREED AND DECLARED as follows:

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Deed, unless the context otherwise requires:

"**Commencement Date**" means the date first written above;

"**Deed**" means this deed, the Background and the Schedule annexed hereto;

"**Grantee**" also includes the registered proprietors of the Grantee's Land from time to time and the licensees, lessees, employees, agents, contractors, tenants, invitees, successors and assigns of the Grantee;

"**Grantor**" also includes the other registered proprietors from time to time of the Grantor's Land;

"**Grantee's Land**" means the land described in paragraph 3 of the Schedule;

"**Grantor's Land**" means the land described in paragraph 1 of the Schedule and includes any part thereof.

1.2 Construction

1.2.1 In the construction of this Deed unless the context otherwise requires:

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: UNREGISTERED

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

2 GRANT OF ACCESS RIGHTS

- 2.1 Pursuant to section [**enter appropriate section and title of settlement legislation**] [60 of the Land Act 1948] the Grantor hereby grants to the Grantee a right of way over [those parts] of the Grantor's Land shown marked [**insert identifying information**] on the diagram attached hereto] [H on DP 155132] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Deed to the intent that the easement shall be forever appurtenant to the Grantee's Land as set out in the Schedule.
- 2.2 In consideration of the Grantor agreeing to enter into this Deed the Grantee shall duly observe the obligations imposed on it under this Deed.

3 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under Clause 2 are granted subject to the following conditions and obligations:

- 3.1 The Grantee shall when passing or repassing over the Grantor's Land:
- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
- 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor provided that the Grantee shall be permitted, without limitation to use any class of vehicle which is ordinarily used in a production forest (including, but not limited to, haulers and heavy logging trucks);
- 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: UNREGISTERED

- 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any vegetation on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 3.1.5):
- (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames;
- 3.2 Subject to Clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee;
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road;
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs shall not purport to close the road or restrict public access to the Grantor's Land, are to be consistent with the standards set by the Land Transport Safety Authority and must be removed when the operation has been completed;
- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Deed that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land;
- 3.6 Subject to Clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee;
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- (f) widen the road; or
 - (g) alter the location of the road; or

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: UNREGISTERED

- (h) alter the way in which the run-off from the road is disposed of; or
- (i) change the nature of the road surface; or
- (j) park or store equipment or material on the Grantor's Land,

without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed;

- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed;
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any vegetation on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor;
- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor;
- 3.11 [The Grantee shall comply at all times with all statutes and regulations, in particular the Conservation Act 1987 and the Acts in its First Schedule where relevant, and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed. Provided that pursuant to section [**enter appropriate section and title of settlement legislation**], this easement will be enforceable in accordance with its terms, notwithstanding Part IIIB of the Conservation Act 1987.]

[Note: Clause 3.11 to be deleted if the Grantor is the Commissioner of Crown Lands.]

4 GRANTOR'S RIGHTS

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

5 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Deed.

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: UNREGISTERED

6 DELEGATION

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

7 NOTICES

7.1 Any notice to be given by one party under this Deed to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party:

7.1.1 the Grantor's address as set out in paragraph 2 of the Schedule;

7.1.2 the Grantee's address as set out in paragraph 4 of the Schedule.

7.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

8 SEVERABILITY

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: UNREGISTERED

IN WITNESS WHEREOF this Deed has been duly executed on the date first written above.

[Signed for and on behalf of **HER MAJESTY THE QUEEN** as Grantor by

Conservator for the Northland Conservancy acting for the Minister of Conservation under delegated authority pursuant to sections 57 and 58 of the Conservation Act 1987 and section 41 of the State Sector Act 1988]

[Signed for and on behalf of **HER MAJESTY THE QUEEN** as Grantor by the Commissioner of Crown Lands]

In the presence of:

Name:

Occupation:

Address:

Signed for and on behalf of **TE ROROA GOVERNANCE ENTITY** [*insert details*] as Grantee by:

In the presence of:

Name:

Occupation:

Address:

msm
G

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: UNREGISTERED

SCHEDULE

1. GRANTOR'S LAND:

[Insert details]

2. GRANTOR'S ADDRESS:

[Insert details]

3. GRANTEE'S LAND:

[Insert details]

4. GRANTEE'S ADDRESS:

[Enter address]

PART 4: FOOT ACCESS

(Clause 9.1.14(c))

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: FOOT ACCESS

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Memorandum of Transfer, unless the context otherwise requires:

"HER MAJESTY THE QUEEN in right of New Zealand acting by and through the Minister of Conservation" and **"Transferee"** includes the servants, tenants, agents, workmen, licensees and invitees of the Minister including members of the general public

1.2 Construction

In the construction of this Transfer unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Transfer;

1.2.2 references to Clauses and the Schedule are to the clauses and the schedule of this Transfer;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF ACCESS RIGHTS

2.1 The Transferor hereby grants to the Transferee a right of way in gross to pass and repass by foot over and along those parts of the Transferor's Land shown marked **[insert details]** together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Transfer.

2.2 In consideration of the Transferor agreeing to enter into this Transfer the Transferee shall duly observe the obligations imposed on it under this Transfer.

2.3 The right of way under this Transfer may be exercised without fees or monetary or other compensation.

3 OBLIGATIONS OF THE TRANSFEREE

The rights and powers conferred under Clause 2 are granted subject to the following conditions and obligations:

3.1 The Transferee shall when passing or repassing over the Transferor's Land:

3.1.1 not take any vehicle, machinery or implement;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: FOOT ACCESS

3.1.2 immediately after passing through any gates on the Transferor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through; and

3.1.3 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Transferor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Transferor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this Clause 3.1.3) comply strictly with all reasonable conditions that may be imposed from time to time by the Transferor or other lawful authority.

3.2 The Transferee shall, at its cost, repair to the satisfaction of the Transferor, any of the Transferor's roads, tracks, fences, gates, drains, buildings or other structures on the Transferor's Land which are damaged by the Transferee.

4 COSTS

The Transferee shall be liable to the Transferor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Transferor arising from or incidental to the preparation, registration and enforcement of any provision in this Transfer.

5 DELEGATION

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

6 NOTICES

6.1 Any notices to be given by one party under this Transfer to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

6.1.1 The Transferor's address as set out in paragraph 1 of the First Schedule; and

6.1.2 The Transferee's address as set out in paragraph 2 of the First Schedule.

6.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

7 SEVERABILITY

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

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: FOOT ACCESS

Signed for and on behalf of
[the Governance Entity] as
Transferor

In the presence of:

Name:
Occupation:
Address:

Signed for and on behalf of
HER MAJESTY THE QUEEN
in right of New Zealand
acting by and through the
Minister of Conservation as
Transferee

In the presence of:

Name:
Occupation:
Address:

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: FOOT ACCESS

SCHEDULE

1 TRANSFEROR'S ADDRESS:

[Insert applicable details]

[Enter Address]

2 TRANSFEREE'S ADDRESS:

[Insert applicable details]

[Enter Address]

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PART 5: WALKWAYS

(Clause 9.1.52(b))

*msm
g*

TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: WALKWAYS

EASEMENT INSTRUMENT
to grant easement
Sections 90A and 90F, Land Transfer Act 1952

Land Registration District
North Auckland

Grantor

Te Roroa Governance Entity

Grantee

Surname must be underlined

HER MAJESTY THE QUEEN for the purposes of the New Zealand Walkways Act 1990

Grant of easement

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

Dated this day of 20

Attestation

<p>Signature [or common seal] of Grantor</p>	<p>Signed in my presence by the Grantor</p> <p>_____ <i>Signature of Witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness Name:</p> <p>Witness Occupation:</p> <p>Witness Address:</p>
--	--

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

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: WALKWAYS

2

<p>Signed on behalf of Her Majesty the Queen by acting under a delegation from the Director General of Conservation dated 29.10.97</p> <p>_____ Signature of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p>_____ <i>Signature of Witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness Name:</p> <p>Witness Occupation:</p> <p>Witness Address:</p>
---	--

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Grantee

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

msm
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TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: WALKWAYS

3

ANNEXURE SCHEDULE 1

Easement Instrument	Dated:	Page 3 of 6 pages
---------------------	--------	-------------------

Schedule A

Purpose (nature and extent) of easement	Shown reference (plan)	Servient tenement (Identifier/CT)	Dominant Tenement (in gross)
(a) right of way	"The Area" Easement		

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Ninth Schedule of the Property Law Act 1952 do not apply and the easement rights and powers are as set out in Annexure Schedule B.

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

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: WALKWAYS

4

ANNEXURE SCHEDULE 1

Easement Instrument	Dated:	Page 4 of 6 pages
---------------------	--------	-------------------

SCHEDULE B

RIGHTS AND POWERS

Rights of way

- (1) The right of way includes the right for the Grantee in common with the Grantor and other persons to whom the Grantor may grant similar rights, at all times, to go over and along the Easement Area.
- (2) The right of way includes the right for the public to go over and along the Easement Area on foot and where the Grantee wishes to carry out work to develop, improve or maintain the Easement Area its employees or contractors may proceed along the Easement Area by foot and with hand-held tools, or with the consent of the Grantor, which will not be unreasonably withheld, by vehicle or any other means of transport and with all necessary tools, vehicles and equipment to carry out the work.
- (3) The right of way includes—
 - (a) the right to establish a walkway on the Easement area, to repair and maintain an existing walkway on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
 - (b) the right to have the Easement Area kept clear at all times of obstructions (whether caused by parked vehicles, deposit of materials, or unreasonable impediment) to the use and enjoyment of the walkway.
 - (c) The right for the Grantee to improve the Easement Area in any way it considers expedient, including track markers, stiles, but without at any time causing damage to the Land or interfering with the Grantor's management of the Land.
 - (d) The right for the Grantee to erect and display such notices on the Easement Area or on the property of the Grantor.
- (4) The right of way does not confer on the public the right to camp on or adjacent to the walkway on the Easement Area without the consent of the Grantor which must be first obtained.
- (5) No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the walkway on the Easement Area without the consent of the Grantor.
- (6) No firearm or other weapon may be carried or discharged on the walkway on the Easement Area.
- (7) The public may not use any vehicle, including motorcycles or bicycles or any means of locomotion, mechanical electrical or otherwise on the walkway on the Easement Area without the consent of the Grantor.
- (8) The public may not light any fires or deposit any rubbish on the Easement Area.

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

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9: EASEMENTS: WALKWAYS

5

General rights

- (1) The Grantor must not do and must not allow to be done on the servient land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.
- (2) Except as provided in this easement the Grantee must not do and must not allow to be done on the servient land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

Repair, maintenance, and costs

- (1) The Grantee is responsible for arranging the repair and maintenance of the walkway on the Easement Area and for the associated costs, so as to keep the area in good order and to prevent it from becoming a danger or nuisance.
- (2) The Grantee must meet any associated requirements of the relevant local authority.
- (3) The Grantee will repair all damage that may be caused by the negligent or improper exercise of any right or power conferred by this easement.

Rights of entry

- (1) For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —
 - (a) enter upon the servient land by a reasonable route and with all necessary tools, vehicles, and equipment; and
 - (b) remain on the servient land for a reasonable time for the sole purpose of completing the necessary work; and
 - (c) leave any vehicles or equipment on the servient land for a reasonable time if work is proceeding.
- (2) The Grantee must ensure that as little damage or disturbance as possible is caused to the servient land or to the Grantor.
- (3) The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- (4) The Grantee must ensure that all work is completed promptly.
- (5) The Grantee must immediately make good any damage done to the servient land by restoring the surface of the land as nearly as possible to its former condition.
- (6) The Grantee must compensate the Grantor for all damages caused by the work to any crop (whether ready for harvest or not) or to any buildings, erections, or fences on the servient land.

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

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Default

If the Grantor or the Grantee does not meet the obligations implied or specified in any easement,—

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

(b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—

(i) meet the obligation; and

(ii) for that purpose, enter the servient land:

(c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:

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

Disputes

If a dispute in relation to an easement arises between parties who have a registered interest under the easement,—

(a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and

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

(c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—

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

(ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the District Law Society (being the District Law Society that has its headquarters closest to the land).

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

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NOTE: The exact route of the walkway easement is subject to survey.

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

9: EASEMENTS: WALKWAYS

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SCHEDULE 10

DEED OF COVENANT

(Clause 3.4)

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DEED OF COVENANT

THIS DEED is made

BETWEEN

[Insert the trustee of [name] Trust or other name of the [Governance Entity] (as appropriate)] (the "Governance Entity")

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations (the "Crown")

BACKGROUND

- A. Under a deed of settlement dated [] between Te Roroa and the Crown (the "Deed of Settlement"), the Crown agreed, subject to the terms and conditions specified in the Deed of Settlement, to provide certain Redress to an Entity to be established under **clause 3.3** of the Deed of Settlement.
- B. The Governance Entity was established on [date]:
- under **clause 3.3** of the Deed of Settlement; and
 - to receive the Redress to be provided to the Governance Entity under the Deed of Settlement.
- C. As required by **clause 3.4** of the Deed of Settlement, the Governance Entity enters into this Deed with the Crown.

IT IS AGREED as follows:

1. CONFIRMATION OF RATIFICATION

- 1.1 The Governance Entity confirms that it has been ratified by Te Roroa (by a ratification process agreed in writing by the Crown and the Mandated Signatories as agent for Te Roroa) as an appropriate Entity to receive the Redress that is to be provided to it under the Deed of Settlement.

2. COVENANT

- 2.1 The Governance Entity covenants with the Crown that, from the Date of this Deed, the Governance Entity:

- 2.1.1 is a party to the Deed of Settlement as if it had been named as a party to the Deed of Settlement and had signed it;

TE ROROA DEED OF SETTLEMENT: SCHEDULES

10: DEED OF COVENANT

2.1.2 must comply with all the obligations of the Governance Entity under the Deed of Settlement; and

2.1.3 is bound by the terms of the Deed of Settlement.

3. RATIFICATION AND CONFIRMATION OF ACKNOWLEDGEMENTS AND ACTIONS

3.1 The Governance Entity ratifies and confirms:

3.1.1 all acknowledgements and agreements made by Te Roroa in the Deed of Settlement; and

3.1.2 all rights and powers exercised, all waivers given, all amendments agreed to, and any other actions taken in relation to the Deed of Settlement, by the Mandated Signatories as the agent for Te Roroa under **clause 3.5** of the Deed of Settlement and agrees to be bound by them.

4. NOTICES

4.1 Notices to the Governance Entity and to the Crown may be given in the same manner as provided in **clause 15.6** of the Deed of Settlement.

4.2 The Governance Entity's address where notices may be given is: *[Details to be inserted]*

5. INTERPRETATION

5.1 Unless the context requires otherwise:

5.1.1 terms or expressions defined in the Deed of Settlement have the same meanings in this Deed; and

5.1.2 the rules of interpretation in the Deed of Settlement apply (with all appropriate changes) to this Deed.

SCHEDULE 11

AREA OF INTEREST

(Clause 16.4)

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TE ROROA AREA OF INTEREST



10 kilometres

Cartography by
Sinclair Knight Merz Ltd
May 2005

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TE ROROA DEED OF SETTLEMENT: SCHEDULES

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SCHEDULE 12

**ORIGINAL MAORI
LAND BLOCKS**

(Clause 2.10.4 and 2.11(b))

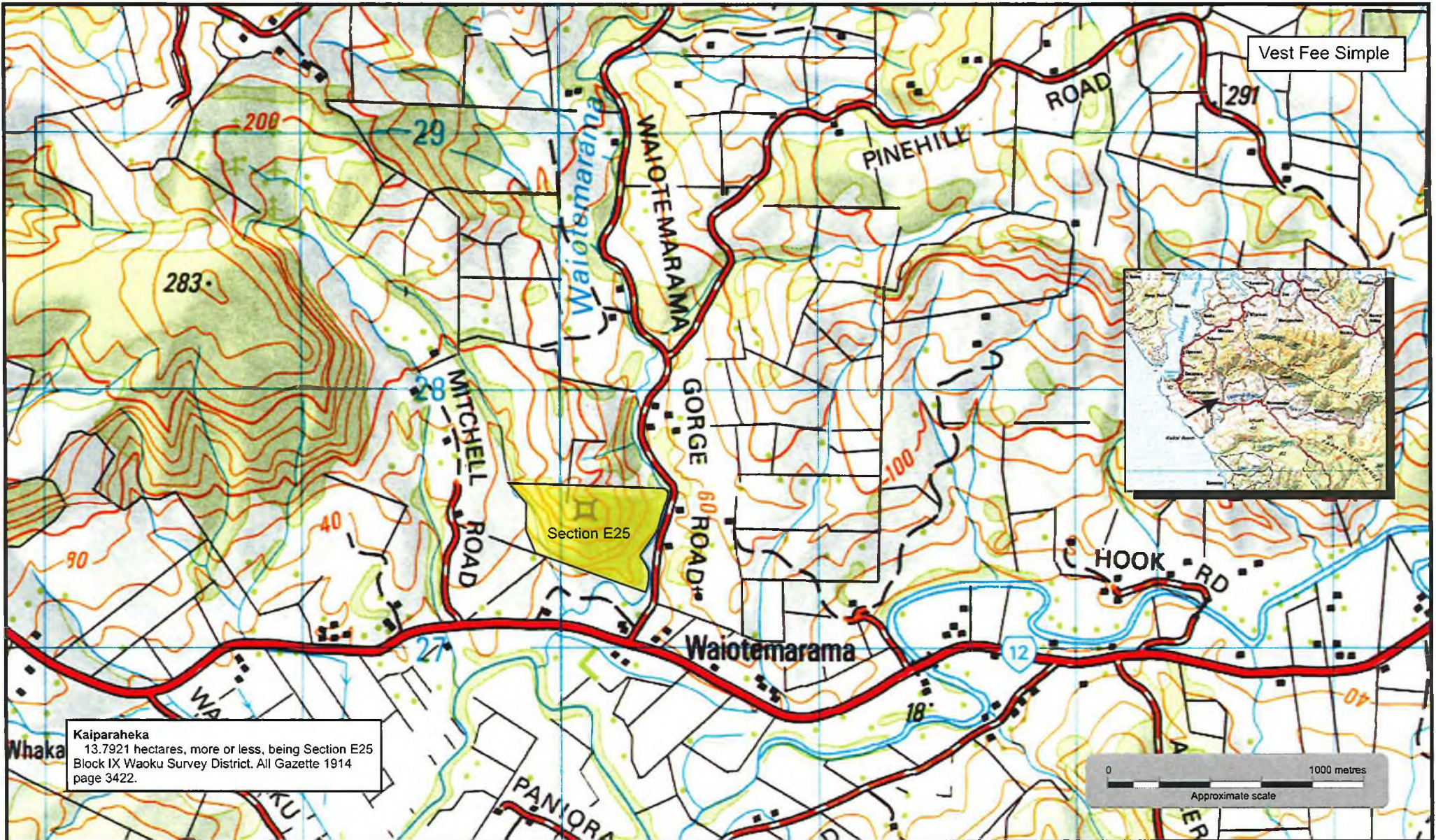
TE ROROA DEED OF SETTLEMENT: SCHEDULES

12: ORIGINAL MAORI LAND BLOCKS

Waimamaku
Waimamaku 2
Wairau North and South
Waipoua 1
Waipoua 2
Maunganui
Opanaki 1
Kaihu
Waimata
Tunatahi
Aoroa
Okapakapa
Taniwhanui
Whakakeke
Waira
Oturei
Maungatawhiri
Horehore
Manginahae
Arapohue

SCHEDULE 13

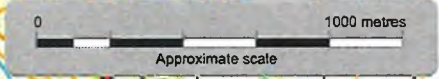
SO PLANS



Vest Fee Simple



Kaiparaheka
 13,7921 hectares, more or less, being Section E25
 Block IX Waoku Survey District. All Gazette 1914
 page 3422.



North Auckland Land District
 Territorial authority :
 Far North District
 Boundaries are indicative only.



AE02551

Kaiparaheka

**Areas referred to in the Deed of Settlement between
 Te Roroa and the Crown**

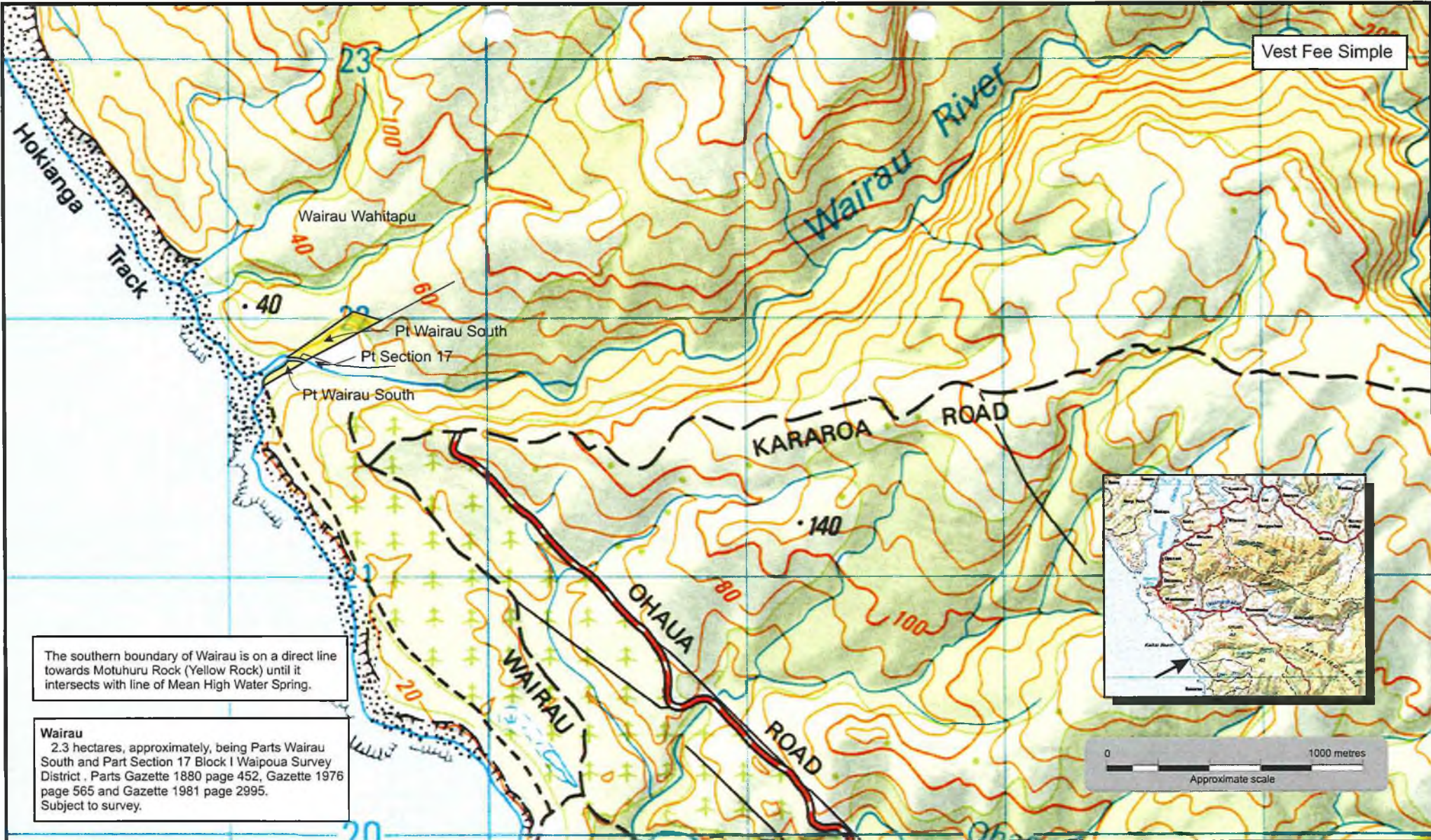
Approved as to boundaries:

 for and on behalf of Te Roroa

 for and on behalf of the Crown

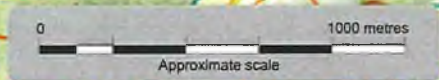
SO 354567

Vest Fee Simple



The southern boundary of Wairau is on a direct line towards Motuhuru Rock (Yellow Rock) until it intersects with line of Mean High Water Spring.

Wairau
 2.3 hectares, approximately, being Parts Wairau South and Part Section 17 Block I Waipoua Survey District. Parts Gazette 1880 page 452, Gazette 1976 page 565 and Gazette 1981 page 2995. Subject to survey.



North Auckland Land District
 Territorial authority :
 Far North District
 Boundaries are indicative only.



AE02551

Wairau

**Areas referred to in the Deed of Settlement between
 Te Roroa and the Crown**

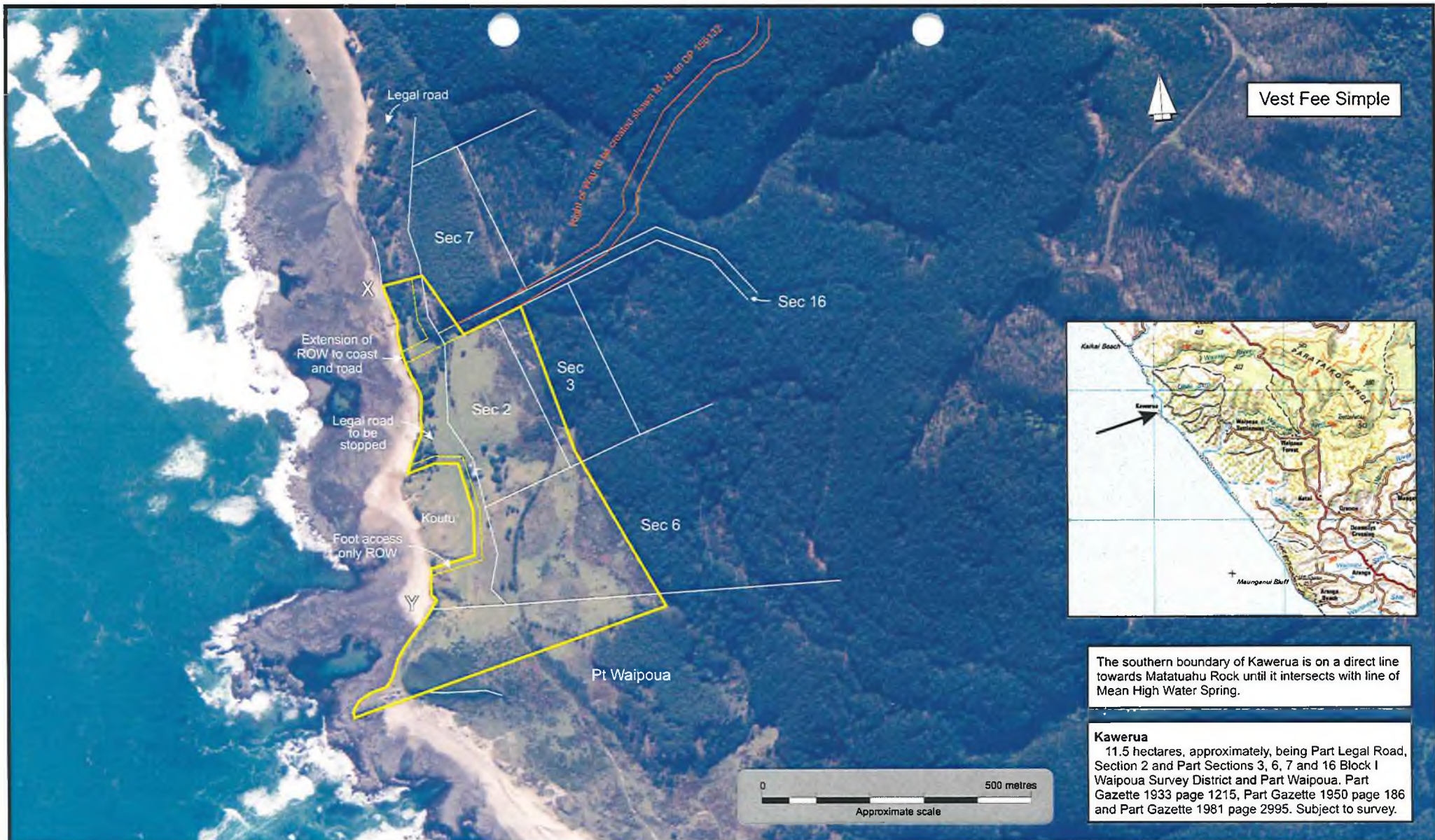
Approved as to boundaries:

 for and on behalf of Te Roroa

 for and on behalf of the Crown

SO 354568

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The southern boundary of Kawerua is on a direct line towards Matatuahu Rock until it intersects with line of Mean High Water Spring.

Kawerua
 11.5 hectares, approximately, being Part Legal Road, Section 2 and Part Sections 3, 6, 7 and 16 Block I Waipoua Survey District and Part Waipoua. Part Gazette 1933 page 1215, Part Gazette 1950 page 186 and Part Gazette 1981 page 2995. Subject to survey.

North Auckland Land District
 Territorial authority :
 Far North District
 Boundaries are indicative only.
 Aerial photo: flying date July 2002
 631447 GeoSmart Ltd

SKM
 SINCLAIR KNIGHT MERZ

AE02551

Kawerua

**Areas referred to in the Deed of Settlement between
 Te Roroa and the Crown**

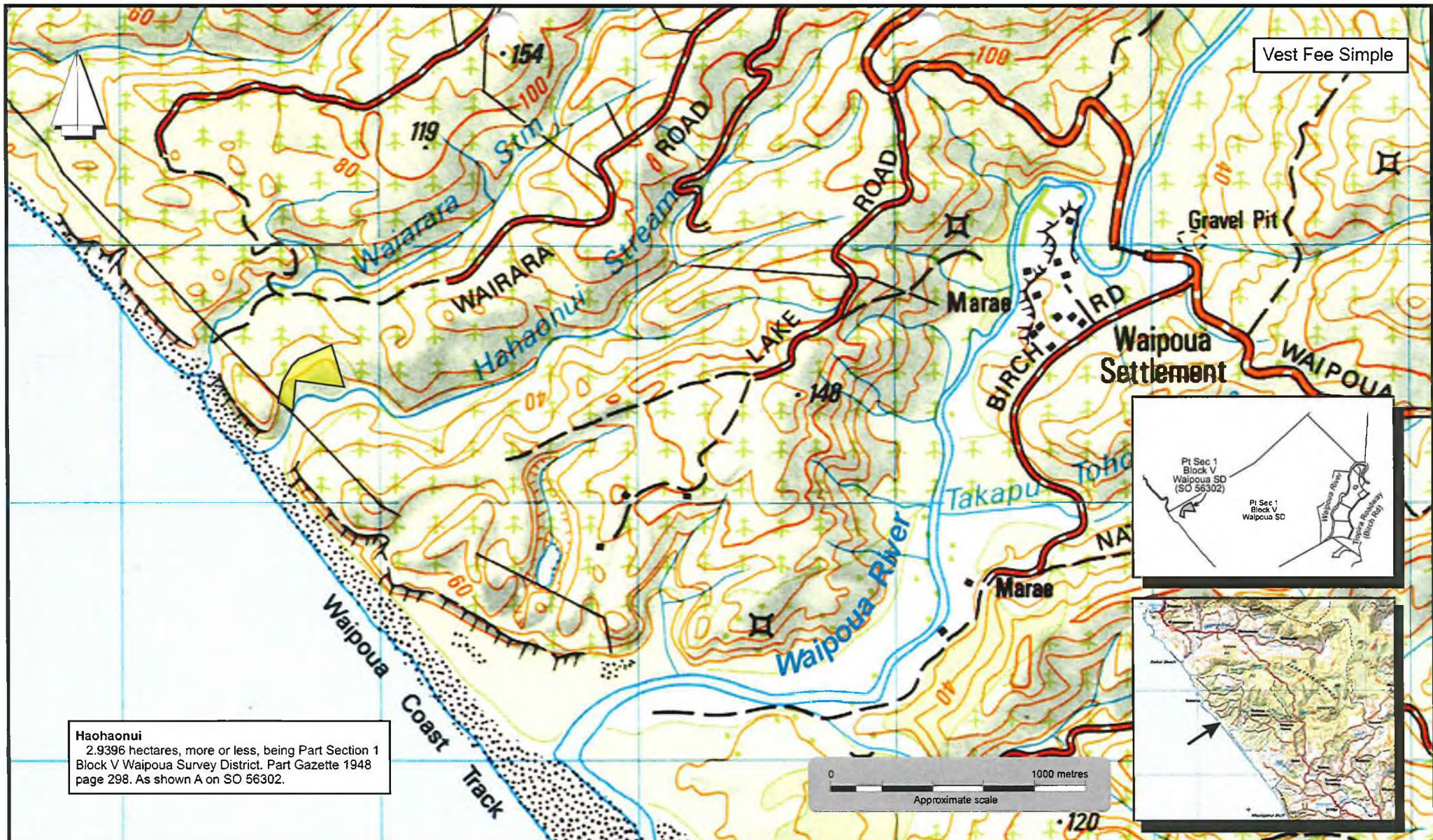
Approved as to boundaries:

 for and on behalf of Te Roroa

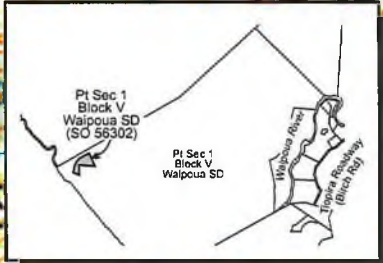
 for and on behalf of the Crown

SO 354569

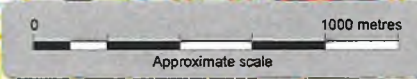
man 9



Vest Fee Simple



Haohaonui
 2.9396 hectares, more or less, being Part Section 1 Block V Waipoua Survey District. Part Gazette 1948 page 298. As shown A on SO 56302.



North Auckland Land District
 Territorial authority :
 Far North District
 Boundaries are indicative only.



AE02551

Haohaonui

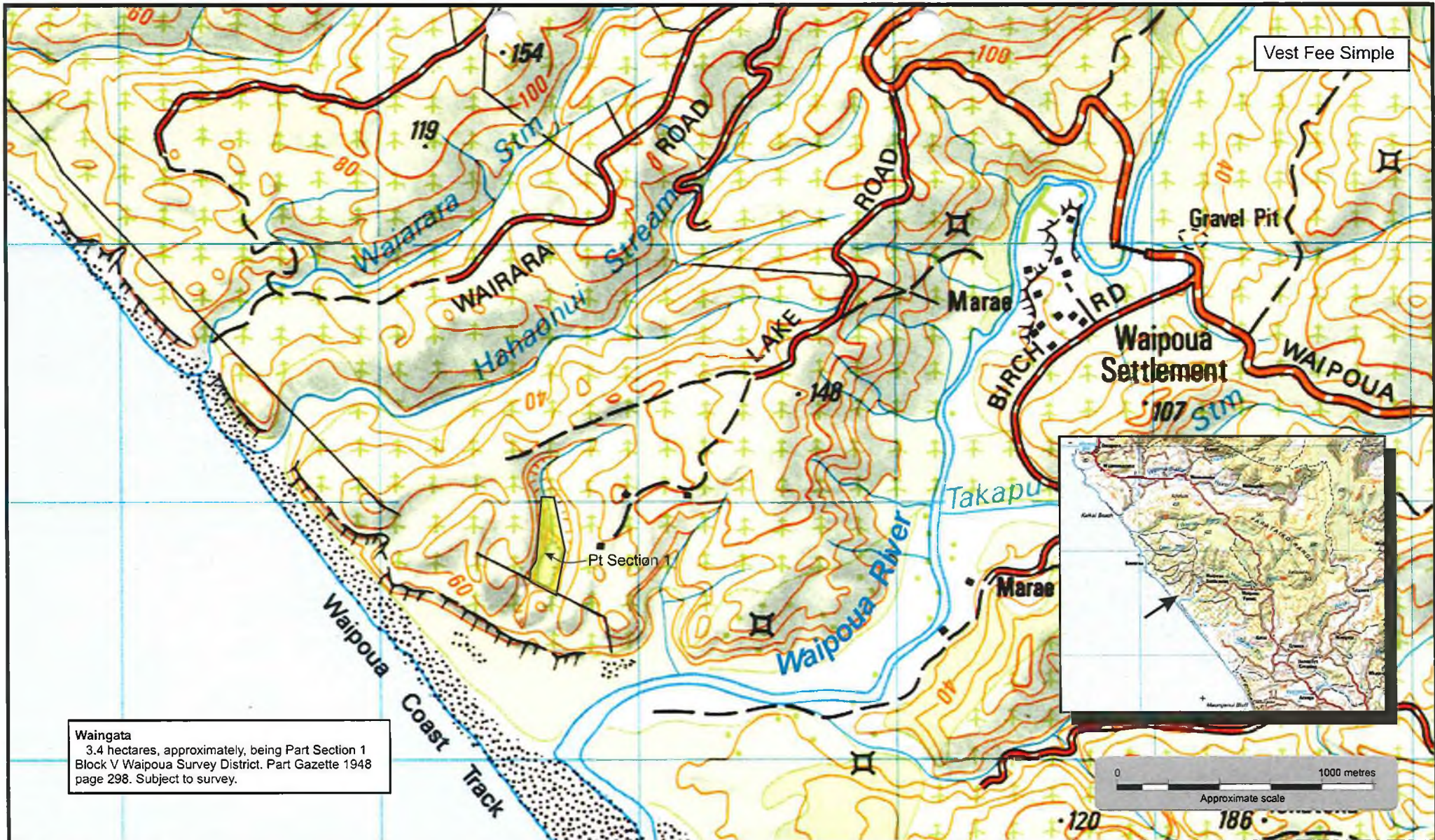
Areas referred to in the Deed of Settlement between Te Roroa and the Crown

Approved as to boundaries:

 for and on behalf of Te Roroa

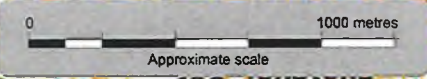
 for and on behalf of the Crown

SO 354570



Vest Fee Simple

Waingata
 3.4 hectares, approximately, being Part Section 1
 Block V Waipoua Survey District. Part Gazette 1948
 page 298. Subject to survey.



Drew



North Auckland Land District
 Territorial authority :
 Far North District
 Boundaries are indicative only.



AE02551

Waingata

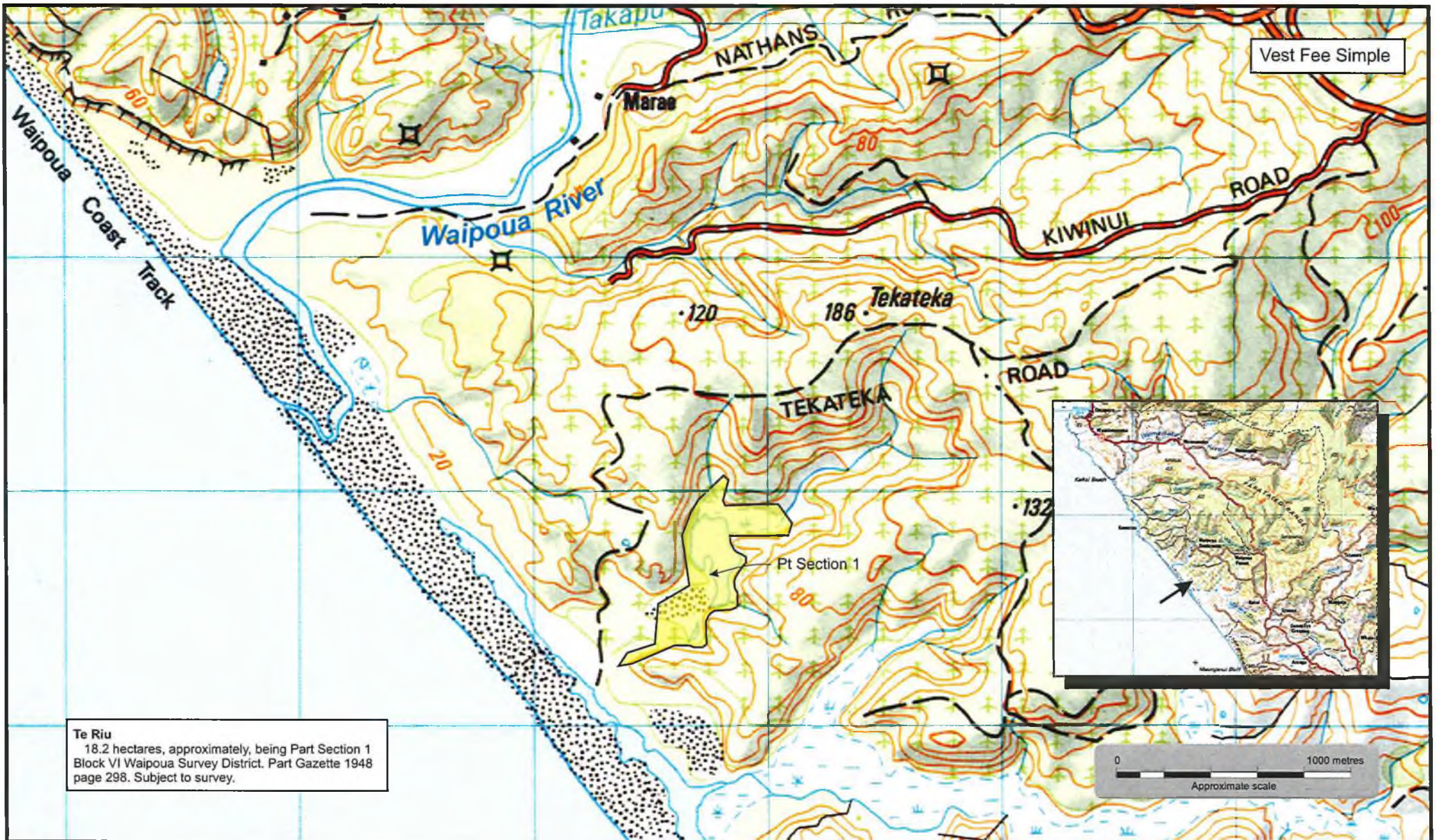
**Areas referred to in the Deed of Settlement between
 Te Roroa and the Crown**

Approved as to boundaries:

 for and on behalf of Te Roroa

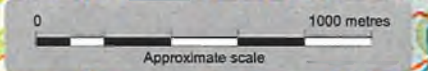
 for and on behalf of the Crown

SO 354571



Vest Fee Simple

Te Riu
 18.2 hectares, approximately, being Part Section 1
 Block VI Waipoua Survey District. Part Gazette 1948
 page 298. Subject to survey.



North Auckland Land District
 Territorial authority :
 Kaipara District
 Boundaries are indicative only.

AE02551

Te Riu

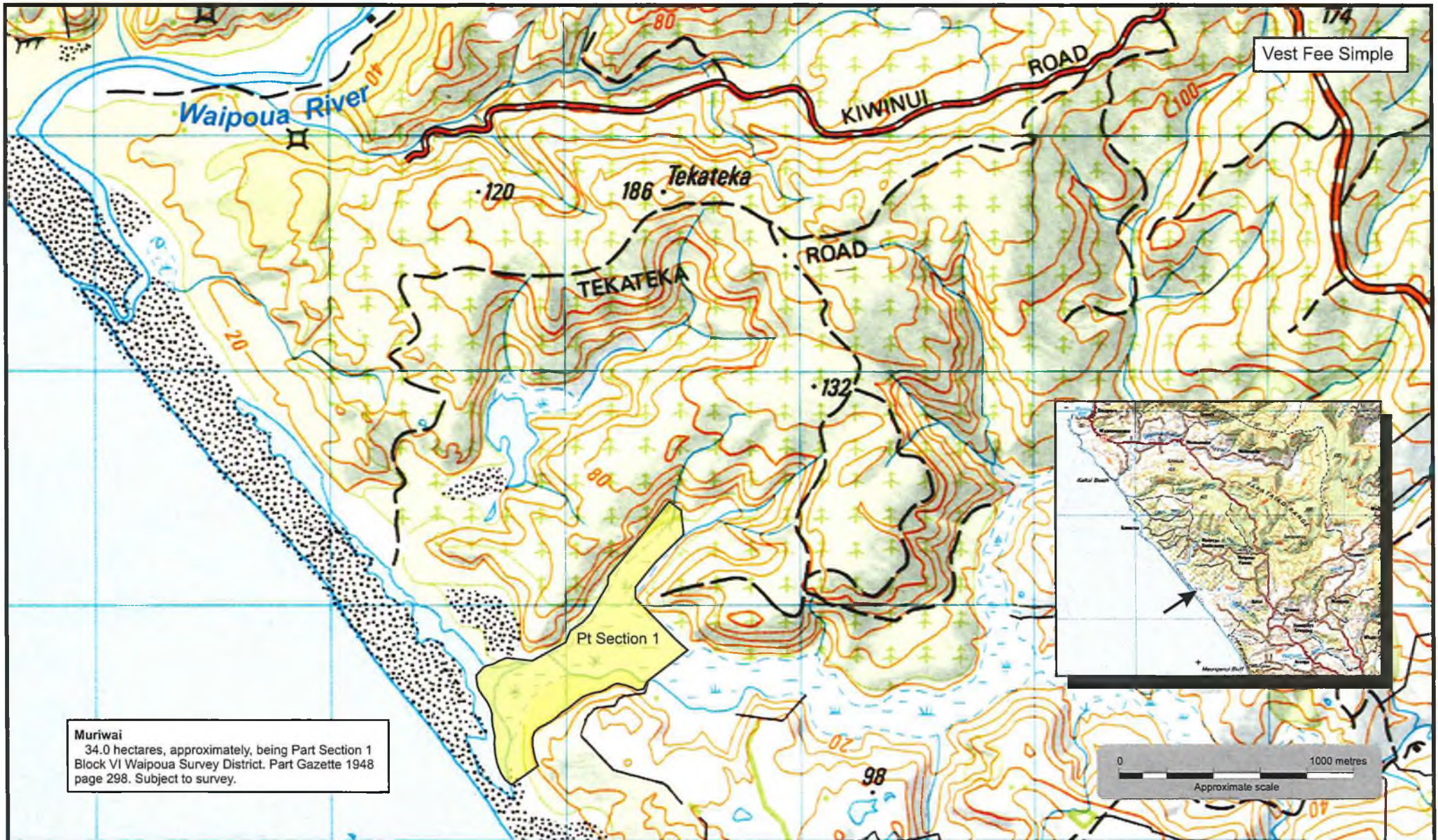
**Areas referred to in the Deed of Settlement between
 Te Roroa and the Crown**

Approved as to boundaries:

 for and on behalf of Te Roroa

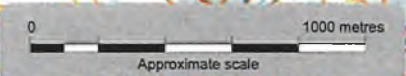
 for and on behalf of the Crown

SO 354572



Vest Fee Simple

Muriwai
 34.0 hectares, approximately, being Part Section 1
 Block VI Waipoua Survey District. Part Gazette 1948
 page 298. Subject to survey.



North Auckland Land District
 Territorial authority :
 Kaipara District
 Boundaries are indicative only.



AE02551

Muriwai

**Areas referred to in the Deed of Settlement between
 Te Roroa and the Crown**

Approved as to boundaries:

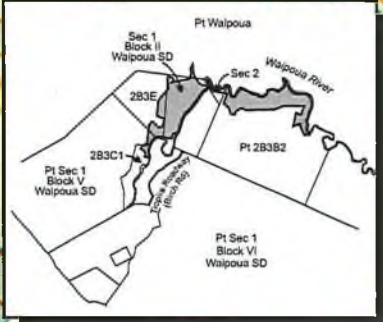
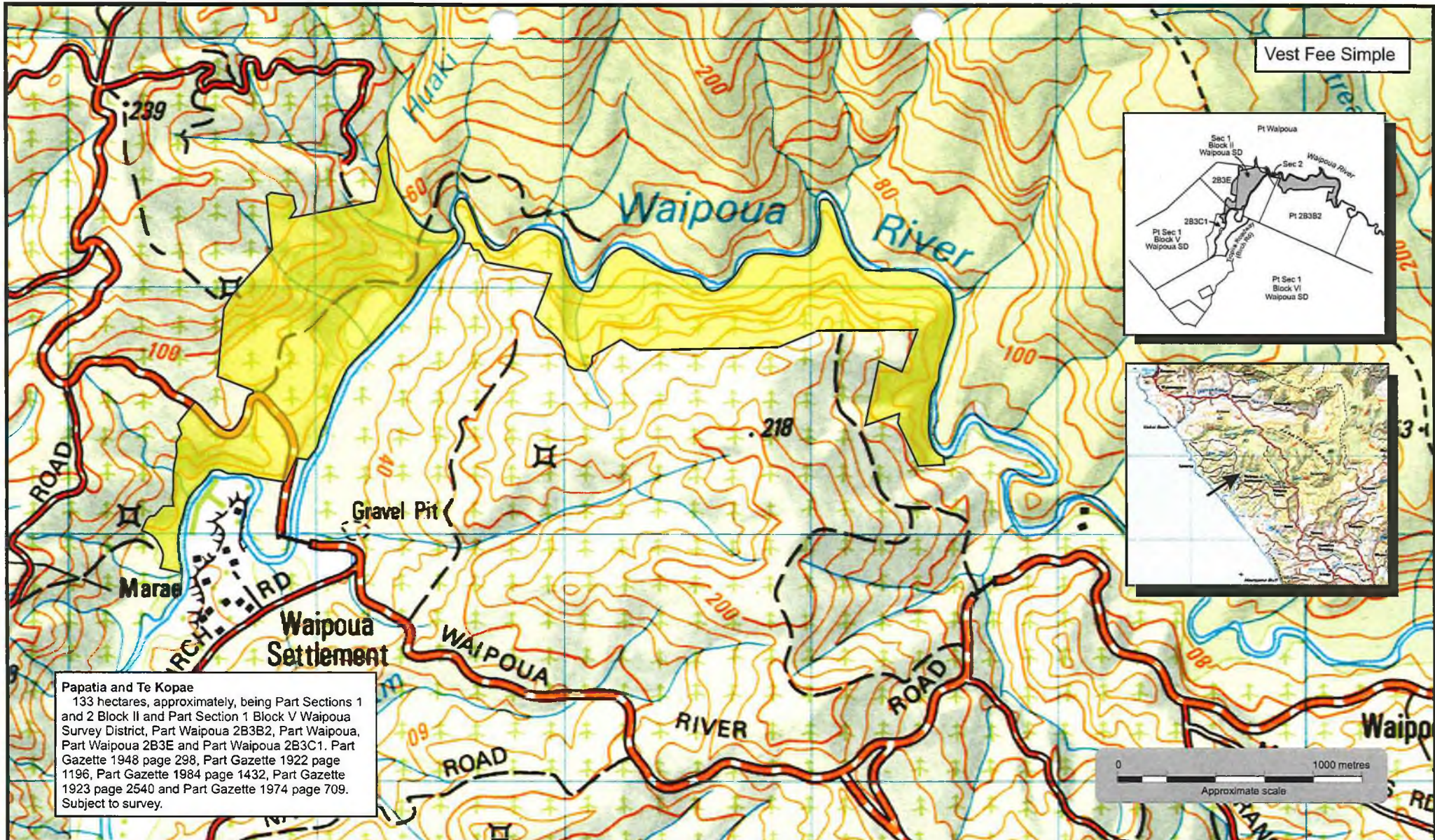
.....
 for and on behalf of Te Roroa

.....
 for and on behalf of the Crown

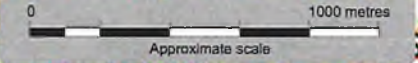
SO 354575

over

Vest Fee Simple



Papatia and Te Kopae
133 hectares, approximately, being Part Sections 1 and 2 Block II and Part Section 1 Block V Waipoua Survey District, Part Waipoua 2B3B2, Part Waipoua, Part Waipoua 2B3E and Part Waipoua 2B3C1. Part Gazette 1948 page 298, Part Gazette 1922 page 1196, Part Gazette 1984 page 1432, Part Gazette 1923 page 2540 and Part Gazette 1974 page 709. Subject to survey.



North Auckland Land District
Territorial authorities :
Kaipara & Far North Districts
Boundaries are indicative only.



AE02561

Papatia and Te Kopae

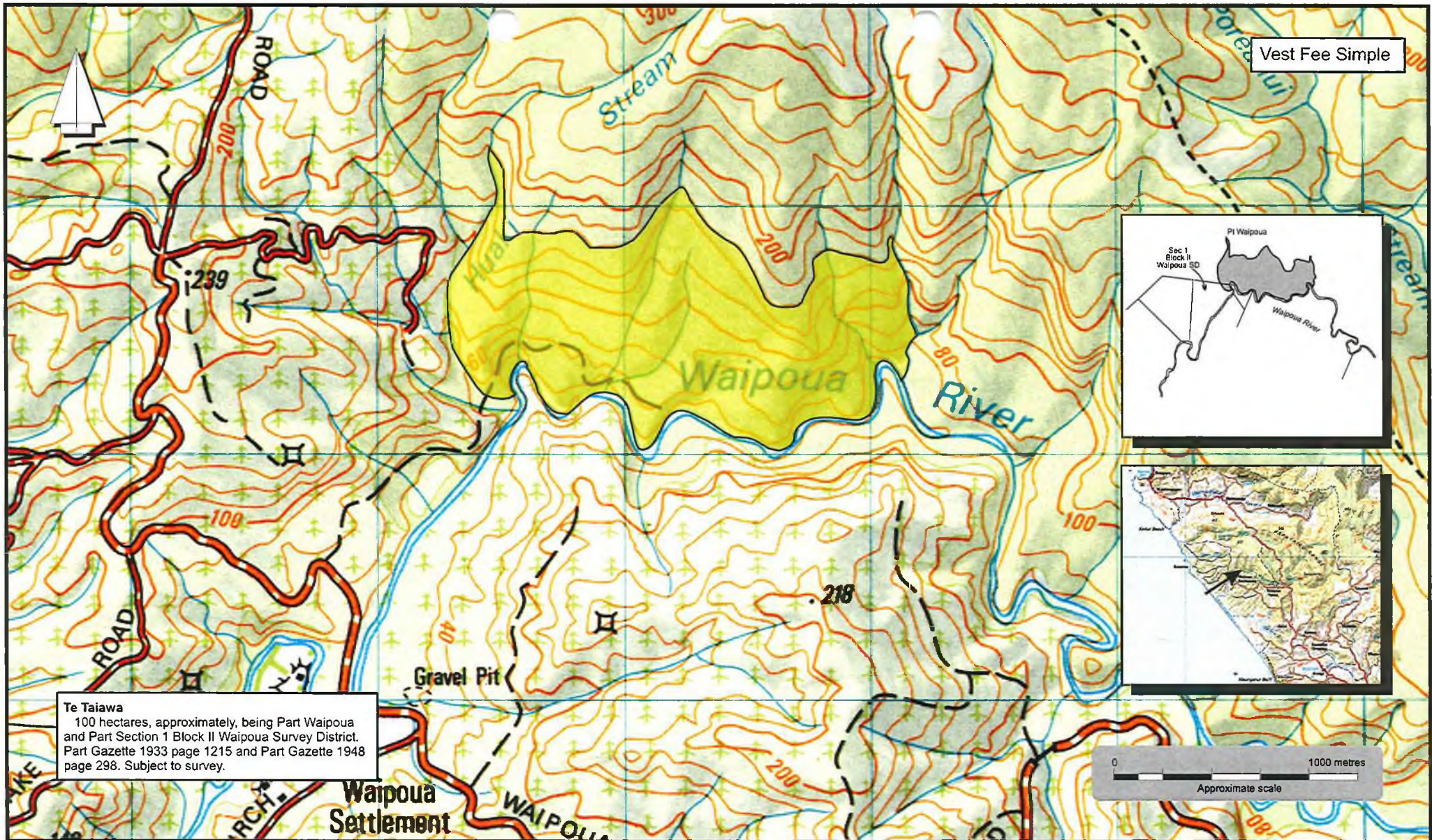
Areas referred to in the Deed of Settlement between Te Roroa and the Crown

Approved as to boundaries:

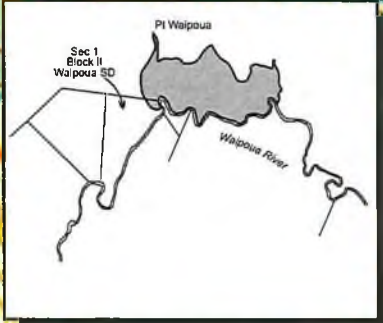
.....
for and on behalf of Te Roroa
.....
for and on behalf of the Crown

SO 354577

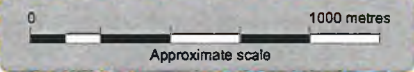
to view



Vest Fee Simple



Te Taiawa
 100 hectares, approximately, being Part Waipoua and Part Section 1 Block II Waipoua Survey District. Part Gazette 1933 page 1215 and Part Gazette 1948 page 298. Subject to survey.



North Auckland Land District
 Territorial authority :
 Far North District
 Boundaries are indicative only.



AE02551

Te Taiawa

**Areas referred to in the Deed of Settlement between
 Te Roroa and the Crown**

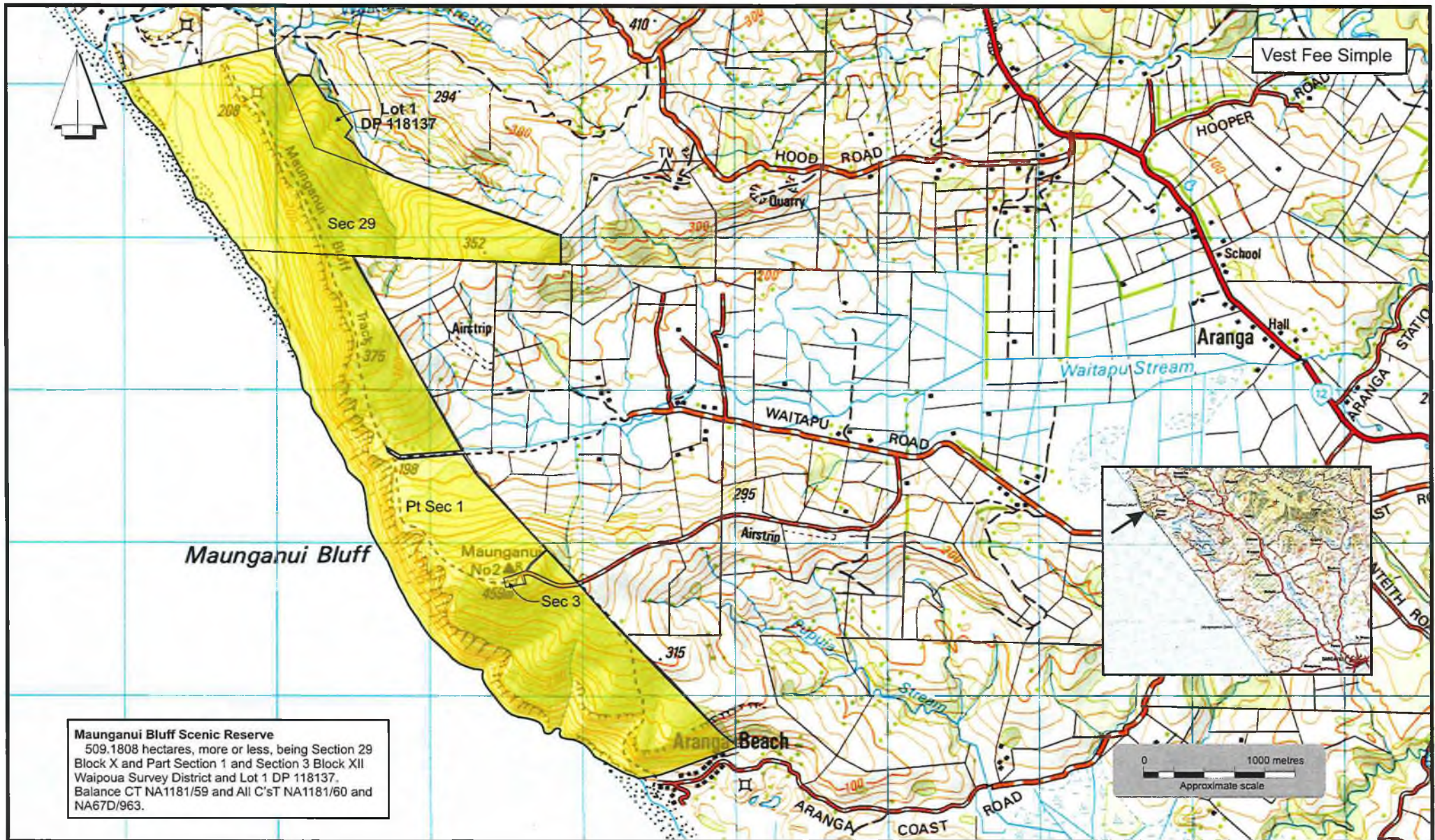
Approved as to boundaries:

.....
 for and on behalf of Te Roroa

.....
 for and on behalf of the Crown

SO 354579

brun



Maunganui Bluff Scenic Reserve
 509.1808 hectares, more or less, being Section 29 Block X and Part Section 1 and Section 3 Block XII Waipoua Survey District and Lot 1 DP 118137, Balance CT NA1181/59 and All C'st NA1181/60 and NA67D/963.



North Auckland Land District
 Territorial authority :
 Kaipara District
 Boundaries are indicative only.



AE02551

Maunganui Bluff

**Areas referred to in the Deed of Settlement between
 Te Roroa and the Crown**

Approved as to boundaries:

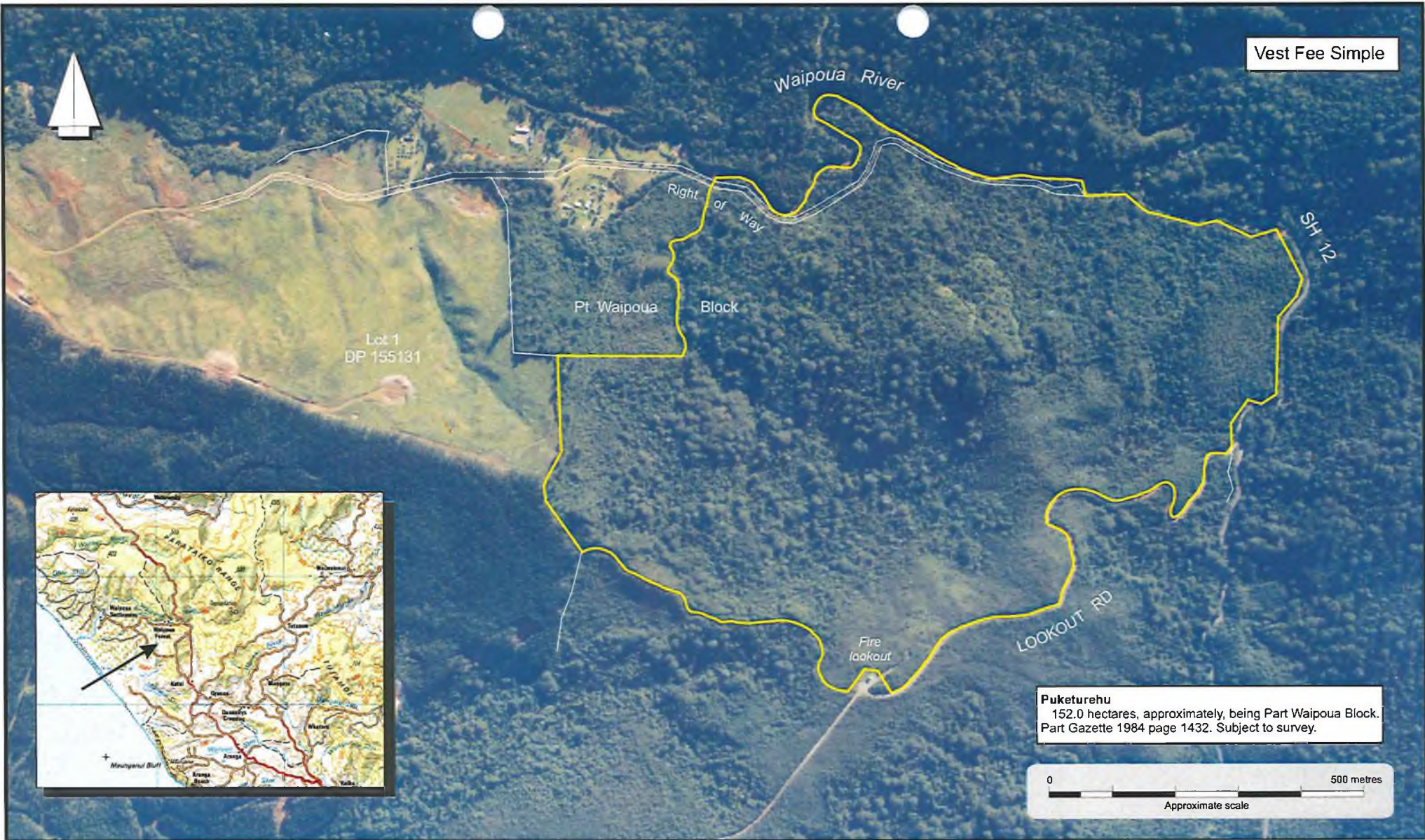
.....
 for and on behalf of Te Roroa

.....
 for and on behalf of the Crown

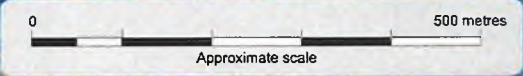
SO 354581

over

Vest Fee Simple



Puketurehu
 152.0 hectares, approximately, being Part Waipoua Block.
 Part Gazette 1984 page 1432. Subject to survey.



new

Puketurehu

North Auckland Land District
 Territorial authority :
 Kaipara District
 Boundaries are indicative only.
 Aerial photo: flying date June 2003
 638458 GeoSmart Ltd



AE02551

**Areas referred to in the Deed of Settlement between
 Te Roroa and the Crown**

Approved as to boundaries:

 for and on behalf of Te Roroa

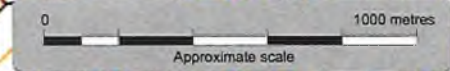
 for and on behalf of the Crown

SO 354582



Vest Fee Simple

Manuwhetai
 38.6333 hectares, more or less, being Lot 1 DP 48230, Lots 1, 2, 4, 50, 51, 52, 53 and 54 DP 121600 and Part Section 19 Block XII Waipoua Survey District (SO 69533), Part Document C966049.6.



North Auckland Land District
 Territorial authority :
 Kaipara District
 Boundaries are indicative only.



AE02551

Manuwhetai

**Areas referred to in the Deed of Settlement between
 Te Roroa and the Crown**

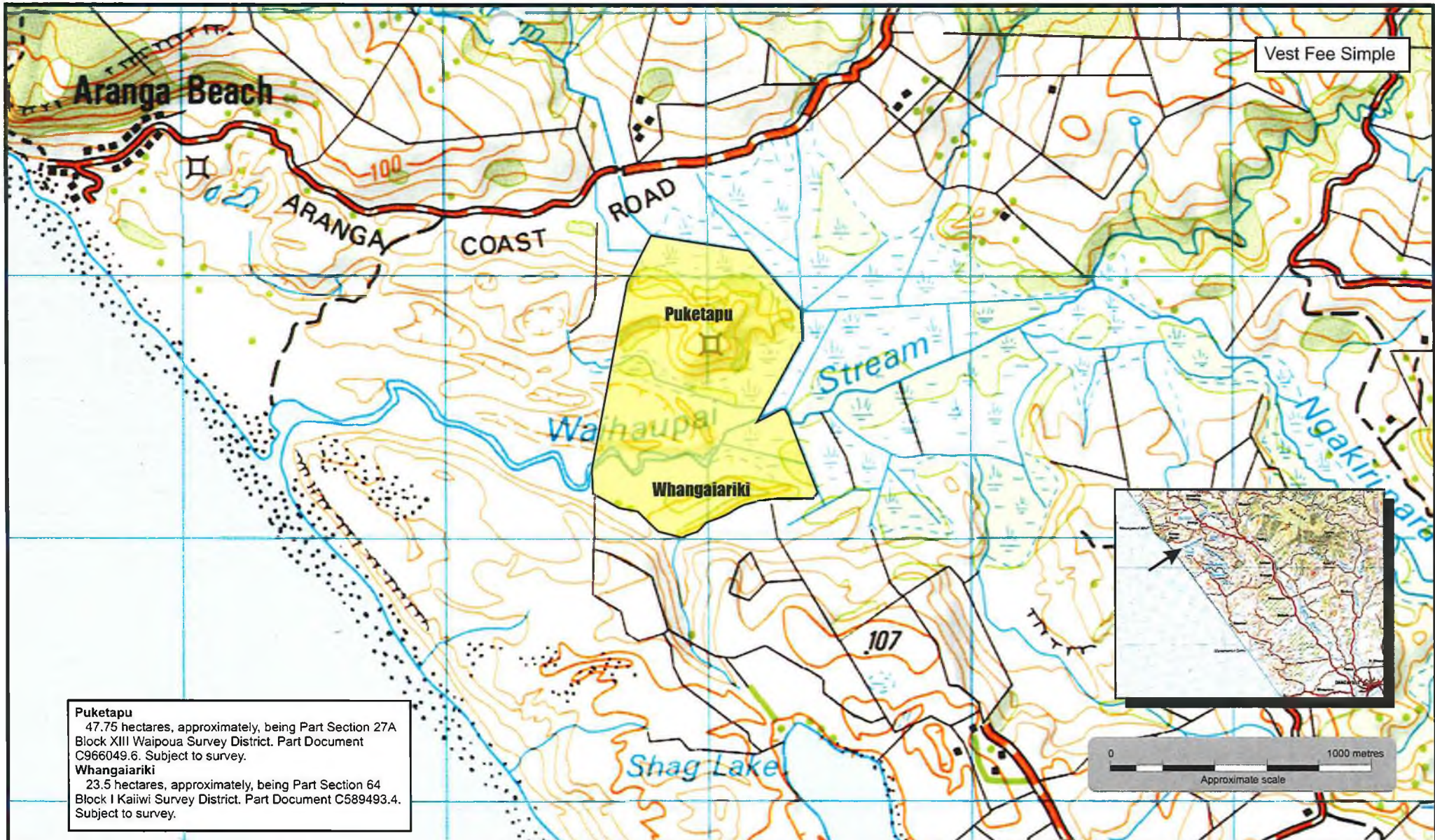
Approved as to boundaries:

 for and on behalf of Te Roroa

 for and on behalf of the Crown

SO 354583

copy



Vest Fee Simple

Puketapu
 47.75 hectares, approximately, being Part Section 27A
 Block XIII Waipoua Survey District. Part Document
 C966049.6. Subject to survey.

Whangaiariki
 23.5 hectares, approximately, being Part Section 64
 Block I Kaiwi Survey District. Part Document C589493.4.
 Subject to survey.



North Auckland Land District
 Territorial authority :
 Kaipara District
 Boundaries are indicative only.



SINCLAIR KNIGHT MERZ
SKM

AE02551

Puketapu/Whangaiariki

**Areas referred to in the Deed of Settlement between
 Te Roroa and the Crown**

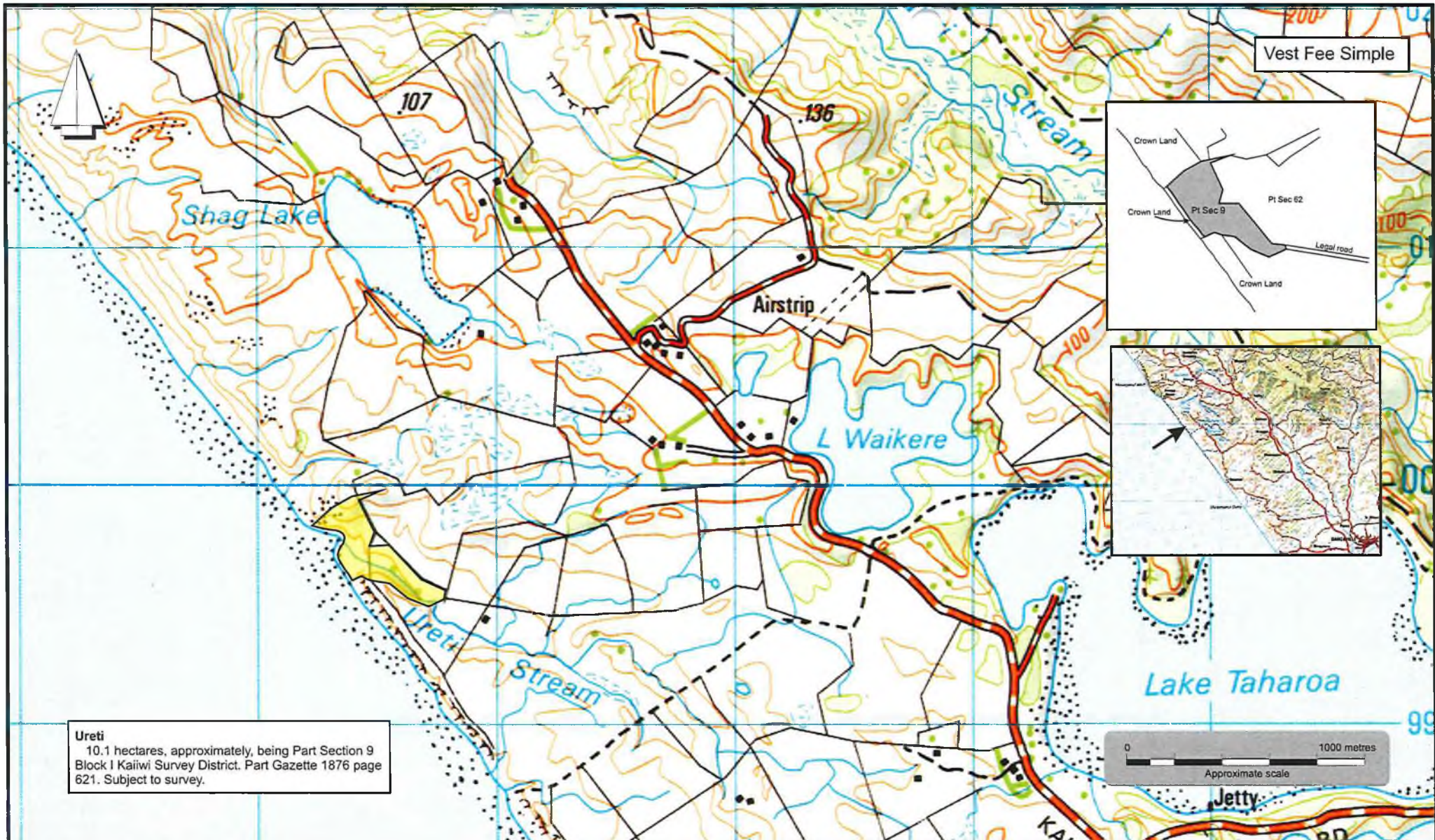
Approved as to boundaries:

 for and on behalf of Te Roroa

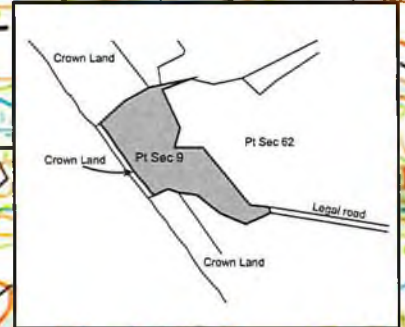
 for and on behalf of the Crown

SO 354584

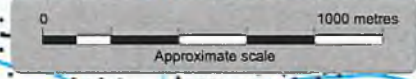
man of



Vest Fee Simple



Ureti
 10.1 hectares, approximately, being Part Section 9
 Block I Kaiwi Survey District. Part Gazette 1876 page
 621. Subject to survey.



North Auckland Land District
 Territorial authority :
 Kaipara District
 Boundaries are indicative only.

AE02551

Ureti

**Areas referred to in the Deed of Settlement between
 Te Roroa and the Crown**

Approved as to boundaries:

 for and on behalf of Te Roroa

 for and on behalf of the Crown

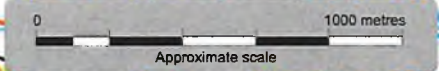
SO 354585

map



Vest Fee Simple

Former Works Depot
 9315 square metres, more or less, being Lot 1
 DP 167732. All CFR NA101D/107.



new



North Auckland Land District
 Territorial authority :
 Far North District
 Boundaries are indicative only.



AE02551

Former Works Depot

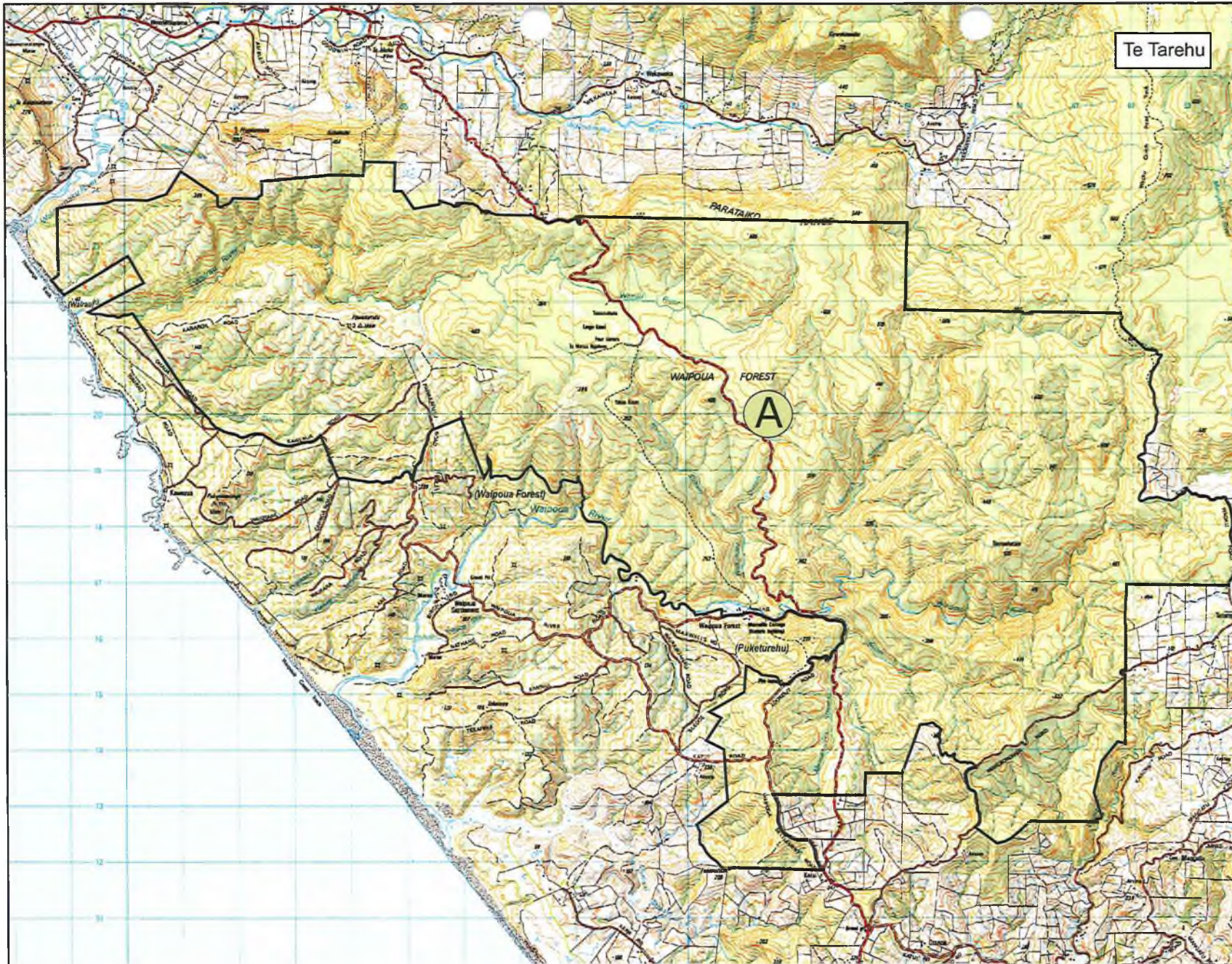
Areas referred to in the Deed of Settlement between
 Te Roroa and the Crown

Approved as to boundaries:

 for and on behalf of Te Roroa

 for and on behalf of the Crown

SO 359165



Certified that the boundary shown hereon is the same as that boundary agreed to for the purposes of Te Tarehu over Crown Land in the Deed of Settlement between the Crown and Te Roroa.

...../...../.....
For and on behalf of Te Roroa

...../...../.....
For and on behalf of the Crown

Notes:
Te Tarehu Area boundary is bold black line.

Land to be set apart	
Shown	Purpose
(A)	Te Tarehu

Total Area
Comprised in

I, _____
being a person entitled to practise as a registered surveyor certify that:
(a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Survey Act 1986 and the Survey Regulations 1998.
(b) This dataset is accurate and has been created in accordance with the Act and those Regulations.

Signed _____ Date / /

Field Book p. Traverse Book p.
Reference Plans

Examined Correct

Approved for Parliamentary Purposes Only

...../...../..... Chief Surveyor

Deposited this.... day of

...../...../..... for Registrar-General of Land

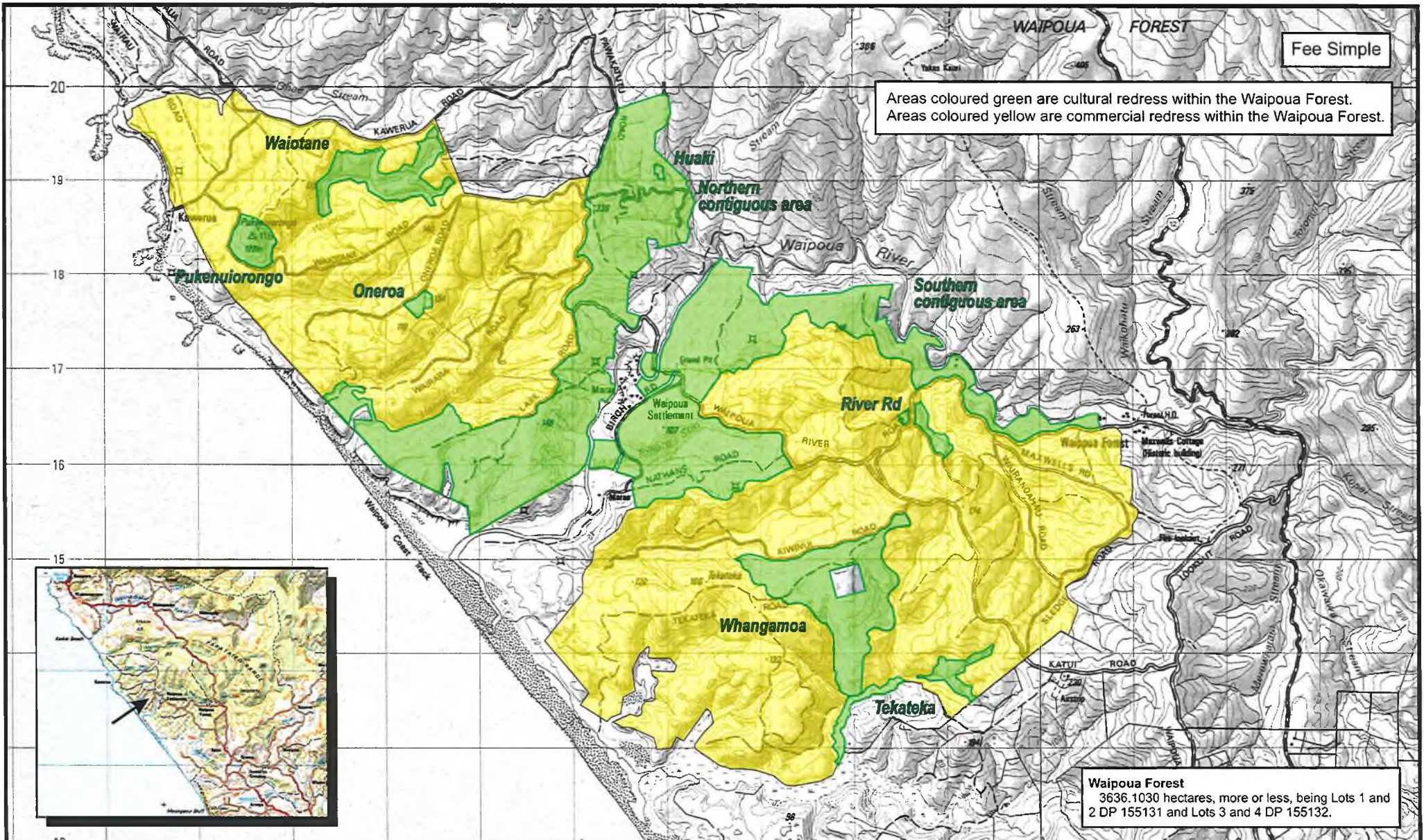
File AE02551
Received
Instructions: **SO 354589**

North Auckland Land District

Te Roroa Te Tarehu Area

Territorial Authority: Far North & Kaipara Districts
Compiled by Sinclair Knight Merz Ltd
Scale is proportional Date June 2005

new



Fee Simple

Areas coloured green are cultural redress within the Waipoua Forest.
 Areas coloured yellow are commercial redress within the Waipoua Forest.

Waipoua Forest
 3636.1030 hectares, more or less, being Lots 1 and 2 DP 155131 and Lots 3 and 4 DP 155132.



North Auckland Land District
 Territorial authorities :
 Kaipara & Far North Districts
 Boundaries are indicative only.



AE02551

Waipoua Forest

**Areas referred to in the Deed of Settlement between
 Te Roroa and the Crown**

Approved as to boundaries:

 for and on behalf of Te Roroa

 for and on behalf of the Crown

SO 354588