

TE URI O HAU

and

HER MAJESTY THE QUEEN

in right of New Zealand

DEED OF SETTLEMENT TO
SETTLE TE URI O HAU
HISTORICAL CLAIMS:
SCHEDULES

13 DECEMBER 2000

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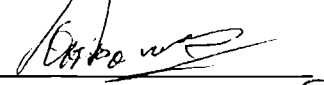
THESE SCHEDULES form part of, and are to be read with, the Deed of Settlement to Settle Te Uri o Hau Historical Claims entered into between Te Uri o Hau and the Crown on the 13th day of December 2000.

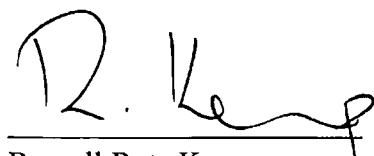
SIGNED for and on behalf of TE URI O HAU by the Mandated Negotiators



Sir Graham Stanley Latimer

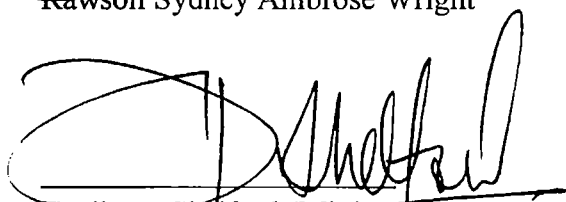

Morehu Kena


Jimmy Maramatanga Connelly


William Harry Pomare


Russell Rata Kemp


Rawson Sydney Ambrose Wright


Tapihana Shelford (Minister)

In the presence of:

William / unako / Taurua
Ouanhavo / Mawae
State H/Way Kaiwaka

J. B. Kopepariki
Name: Samuke Bella Kopepariki
Occupation: Pensioner
Address: 31 Fisher Street
Kamo

DOREEN PEKORE
Temp.

In the presence of:

K. J. Walker
Name: K. J. Walker
Occupation: Farmer
Address: Tawa Road RD 1
Mauangatauroa

KAIAIAKI
APAPIRI PAIKER
HERENA TOKI
ERANA PETERS
J. Thompson

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

Se Aroha Shelford
Otamatea
Margaret Wilson
Honourable Margaret Wilson

In the presence of:

Joe Hawke
Name: Joe Hawke
Occupation: NIP
Address: c/o Parliament Buildings, Wellington

J. M. Yaker

Jacqueline Dib.
Tejara Adruwe Kere
Tejara Mullaand
2/53 Clifford Rd
Wgtn.

Putu Pahlone Roger Manukau
tekyabete Kura
Lekepuni
Jackie Thomp
Gueta Rangumare Lana Hemmon
Manae Marybelle Manukau

Wai Kiri Whuman Trust.
W. R. Kuni
Hedarscha
Nikinihi
Hetaraka sw.

DEED OF COVENANT

SCHEDULE 2.1
DEED OF COVENANT
(Clause 2.1.1)

Date:

PARTIES

- (1) *[insert name] (Te Uri o Hau Governance Entity)*
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand *(the Crown)*

BACKGROUND

- A Under a Deed of Settlement dated [] 2000 between Te Uri o Hau and the Crown, the Crown agreed to provide certain redress to Te Uri o Hau Governance Entity, which was to be established by Te Uri o Hau, subject to certain terms and conditions specified in the Deed of Settlement.
- B Te Uri o Hau Governance Entity was [registered/established] by Te Uri o Hau on [date] as the entity to be established by them under *clause 2.1.1* of the Deed of Settlement and to receive the redress to be provided by the Crown under the Deed of Settlement.
- C As required by *clause 2.1.1* of the Deed of Settlement, Te Uri o Hau Governance Entity covenants with the Crown as set out in this Deed.

NOW TE URI O HAU GOVERNANCE ENTITY AGREES with the Crown as follows:

1 INTERPRETATION

- 1.1 In this Deed, unless the context otherwise requires *Deed of Settlement* means the deed referred to in Background A.
- 1.2 Terms defined in the Deed of Settlement have the same meanings in this Deed, unless the context requires otherwise.
- 1.3 The rules of interpretation set out in *clause 13.2* of the Deed of Settlement apply in the interpretation of this Deed.



DEED OF COVENANT

2 TE URI O HAU GOVERNANCE ENTITY'S COVENANT

- 2.1 Te Uri o Hau Governance Entity confirms that it has been ratified by Te Uri o Hau as an appropriate body to which the Crown will provide the redress under the Deed of Settlement (except for the redress provided under clause 5.5.1 of the Deed of Settlement).
- 2.2 Te Uri o Hau Governance Entity covenants with the Crown that from the date of this Deed Te Uri o Hau Governance Entity will:
- (a) become a party to the Deed of Settlement as if it has been named as a party to the Deed of Settlement and had executed it; and
 - (b) observe and perform all the obligations under the Deed of Settlement which are expressed to be performed by Te Uri o Hau Governance Entity and will be bound by the terms of the Deed of Settlement.
- 2.3 Te Uri o Hau Governance Entity hereby ratifies and confirms all acknowledgements and agreements made in the Deed of Settlement and all elections made by, waivers given by, and all other actions taken in relation to, the Deed of Settlement by Te Uri o Hau and by the agent appointed on behalf of Te Uri o Hau under clause 2.3 of the Deed of Settlement and agree to be bound by them.

3 NOTICES

Any notice to Te Uri o Hau Governance Entity may be given in the same manner as is specified in the Deed of Settlement. Te Uri o Hau Governance Entity's address for notices is: *[Details to be inserted]*



DEED OF COVENANT

EXECUTED as a deed on the date first written above.

[insert appropriate attestation for Te Uri o Hau Governance Entity]

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:

Signature

Occupation

Address

Abu.
42

DISCLOSURE INFORMATION

**SCHEDULE 4.1
DISCLOSURE INFORMATION***(Clause 4.1)*

Cultural Redress Property	Content	OTS record	Sent to address	Date
Pukekaroro Site (part Pukekaroro Scenic Reserve)	Completed Disclosure Form for each property	NE 170350114	Posted to:	First Letter dated 8/9/2000
Pukeareinga Site (part Maungaturoto Scenic Reserve)	Pukekaroro: Extract Gazette Notice, 1980, p 754		Esther Gray/ William Wright TUOH Company Ltd PO Box 657 Whangarei	Faxed: 8/9/2000 Posted: 11/9/2000
Second Whakahuranga Pa Site (part Oruawharo River Stewardship Area)	Pukeareinga: Extract Gazette Notice, 1979, p 3141			Second Letter: dated 12/12/2000
Oteono Site (part Pouto North Stewardship Area)	Oteono: Field Inspection Report, 13/1/2000			Hand Delivered: 12/12/2000
Whakapirau Site (part Rocky Point Marginal Strip)	Whakapirau: Field Inspection Report, 16/1/2000			
Okahukura Site (part Okahukura Stewardship Area)	Part Humuhumu Lake Bed: Field Inspection Report, 31/5/2000			
Hokarako Stewardship Area				
Part Humuhumu Lake Bed	Pouto Road End: Field Inspection Report, 31/5/2000			
Pouto Road End				
Wahi tapu sites in the Pouto Forest	Wahi tapu sites in the Pouto Forest: Annex of Surveyor's notes, 5/9/2000			
Pou Tu o Te Rangi	Pou Tu o Te Rangi: Extract Gazette Notice, 1979, p 1710			

**SCHEDULE 4.2
PROTECTED PRIVATE LAND AGREEMENT**

(Clause 4.2)

(Section 76, Reserves Act 1977)

PUKEKARORO

THIS DEED made the day of 2000

BETWEEN [TE URI O HAU GOVERNANCE ENTITY] [insert description of Te Uri o Hau Governance Entity] (“Te Uri o Hau Governance Entity”)

AND THE MINISTER OF CONSERVATION (“the Minister”)

BACKGROUND

- A. The Crown was registered as proprietor of the Land which formed part of the Pukekaroro Scenic Reserve.
- B. Te Uri o Hau and the Crown are parties to a Deed of Settlement dated [] 2000 (the “Deed of Settlement”).
- C. Under the Deed of Settlement, the Crown agreed to transfer to Te Uri o Hau Governance Entity the Land, and Te Uri o Hau Governance Entity agreed to enter into this Protected Private Land Agreement.

NOW THEREFORE the parties, in accordance with section 76 of the Reserves Act 1977, **MUTUALLY AGREE** as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed unless the context otherwise requires:

“Act” means the Reserves Act 1977;

“Crown” means Her Majesty the Queen in right of New Zealand;

“Deed” means this Protected Private Land Agreement duly executed by the parties;

“Land” means 14.0000 hectares, more or less, being Part Lot 1 DP 41763 and Part Allotment S79 Parish of Kaiwaka, situated in Block XIV, Waipu Survey District, Part Gazette Notice 764049.1 (New Zealand Gazette, 1980 page 754). Subject to survey, as shown on SO Plan 70041.

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

- (a) Headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- (b) Singular includes the plural and vice versa, and words importing one gender include the other genders;
- (c) A reference to an enactment or any Regulations is a reference to that enactment or those Regulations amended or to any enactment or Regulation substituted for that enactment or those Regulations;
- (d) A reference to a party to this Deed or any other document of this Deed includes the parties successors, heirs and assigns in perpetuity; and in the case of Te Uri o Hau Governance Entity means its successor in law;
- (e) A reference to the Minister includes any officer or duly authorised agent of the Minister; and
- (f) A reference to Te Uri o Hau Governance Entity includes any receiver, liquidator, statutory manager or assignee in bankruptcy of Te Uri o Hau Governance Entity or any lessee or mortgagee in possession of the Land or any part of it.

2 PURPOSES OF PROTECTION

2.1 Te Uri o Hau Governance Entity and the Minister agree that the Land has the following conservation values, which are to be protected:

- (a) cultural, traditional and historic values, including wāhi tapu;
- (b) ecological associations and natural environment;
- (c) indigenous flora and fauna; and
- (d) scenic and landscape qualities.



3 RESTRICTION ON USE OF THE LAND

3.1 Te Uri o Hau Governance Entity agrees, to achieve the purposes of protection set out in *clause 2.1* of this Deed, that Te Uri o Hau Governance Entity will not, without the consent of the Minister:

- (a) remove or damage any indigenous vegetation, disturb the soil or undertake earthworks (unless for the purpose of retrieving or reburying wheua tangata (human remains));
- (b) construct any tracks on the Land;
- (c) erect any buildings or structures on the Land; or
- (d) carry out any planting on the Land.

4 MANAGEMENT OBLIGATIONS

4.1 Te Uri o Hau Governance Entity agrees that it will not undertake any activity associated with the Land which would prejudice the administration and/or conservation values associated with the Pukekaroro Scenic Reserve adjacent to the Land.

4.2 Te Uri o Hau Governance Entity grants to the Minister a right of access onto and through the Land for the purpose of integrating the management of the Pukekaroro Scenic Reserve with that of the Land so that the ecological integrity of the combined area can be maintained. This may include:

- (a) examining, monitoring and recording the condition of the Land and conservation values;
- (b) carrying out work for the protection, preservation and/or enhancement of the conservation values, including planting of indigenous species where appropriate;
- (c) erecting at the cost of the Minister, any fencing necessary for the protection, preservation and/or enhancement of the conservation values; or
- (d) carrying out weed control and pest destruction.

4.3 Before exercising the right provided in *clause 4.2*, the Minister shall consult with Te Uri o Hau Governance Entity and shall take all reasonable steps to minimise



disruption to Te Uri o Hau Governance Entity's kaitiakitanga or any third party rights granted by Te Uri o Hau Governance Entity in respect of the Land.

5 ENFORCEMENT AGAINST THIRD PARTIES

Te Uri o Hau Governance Entity agrees that subject to the terms of this Deed, the provisions of section 93 to 105 of the Act shall apply to the Land as if it were a scenic reserve.

6 MUTUAL OBLIGATIONS

- 6.1 Each of the parties hereby undertakes, when called upon, to do forthwith all such acts, matters and things and to endeavour promptly to obtain all necessary consents and to execute all such documents necessary in relation to the obligations contained in this Deed.
- 6.2 Where any consent, permission or other authorisation is required by statute or otherwise to carry out any obligation in this Deed, the party responsible for that obligation shall obtain at its own expense such consent, permission or other authorisation. In the case of consent, permission or other authorisation as between the parties, such consent, permission or other authorisation may not be unreasonably withheld.

7 NOTICES

- 7.1 Any notice required to be given to Te Uri o Hau Governance Entity under this Deed will be sufficiently given if made in writing and:
- (a) served as provided in section 152 of the Property Law Act 1952; or
 - (b) sent by post or delivered to the registered office of Te Uri o Hau Governance Entity or Te Uri o Hau Governance Entity's nominated solicitor.
- 7.2 Any consent, authorisation, approval or notice required to be given by the Minister shall be sufficiently given if it is signed by the Northland Conservator, Department of Conservation, Whangarei. Any notice required to be given to the Minister will be sufficiently given if made in writing and sent by post or delivered to the office for the time being of the Northland Conservator, Department of Conservation, Whangarei.



7.3 Te Uri o Hau Governance Entity must on execution of this Deed, advise the Minister of the details of its current Directors, Chairperson and/or Trustees (as the case may be) and registered office and must also advise the Minister immediately of any change of Directors, Chairperson and/or Trustees (as the case may be) or registered office.

8 DISPUTE RESOLUTION

Any dispute which arises between Te Uri o Hau Governance Entity and the Minister in any way relating to the interpretation, terms, obligations and/or breach of this Covenant, may be resolved by referring the dispute to an agreed third party for decision or by arbitration under the provisions of the Arbitration Act 1996. The parties further agree that the outcome of arbitration under the Arbitration Act 1996 shall be binding on the parties.

9 TERMINATION RIGHTS

9.1 This Deed may be terminated only by mutual agreement between the parties.

9.2 This Deed may be varied by mutual agreement between the parties.

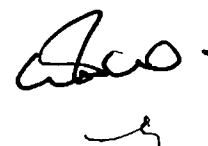
9.3 In the case of termination of this Deed, all rights and obligations shall cease; but termination of this Deed shall not prejudice either party's rights in law for breach by either Party of the obligations contained herein.

10 MISCELLANEOUS MATTERS

10.1 The Minister shall not assign or otherwise dispose of the rights and obligations contained in this Deed.

10.2 Nothing in this Deed in any way diminishes or affects the rights of Te Uri o Hau to exercise rights as landowner under the Trespass Act 1908, any other statute or generally at law or otherwise in relation to the Land.

10.3 Subject to *clause 1.2(f)* the Parties acknowledge the agreements contained in this Deed are between Te Uri o Hau Governance Entity and the Minister and are not intended to be a promise conferring benefits on any third party which support or sustain any right of enforcement by any third party under the terms of section 4 of the Contracts (Privity) Act 1982.



IN WITNESS WHEREOF these presents have been executed this day of

[Insert appropriate attestation for Te Uri o Hau Governance Entity.]

SIGNED by [])
the Minister of Conservation for and)
on behalf of HER MAJESTY THE)
QUEEN in Right of New Zealand)
in the presence of)

Witness: _____

Occupation: _____

Address: _____



SCHEDULE 4.3
PUKEAREINGA CONSERVATION COVENANT

(Clause 4.3)

(Section 77, Reserves Act 1977)

PUKEAREINGA

BETWEEN [TE URI O HAU GOVERNANCE ENTITY] [insert description of Te Uri o Hau Governance Entity] (“Te Uri o Hau Governance Entity”)

AND HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND by and through the Minister of Conservation (“the Minister”)

BACKGROUND

- A. Te Uri o Hau and the Crown are parties to a Deed of Settlement dated [] 2000.
- B. Under that Deed, the Crown agreed to transfer to Te Uri o Hau Governance Entity the Land (as defined in *clause 1.1* of this Covenant), and Te Uri o Hau Governance Entity agreed to enter into a Conservation Covenant with the Minister, to provide for the continued preservation and protection of the conservation values associated with the Land that both parties accept are present.
- C. Under section [] of Te Uri o Hau Claims Settlement Act [], this Covenant is deemed to have been entered into by the Minister under section 77 of the Reserves Act 1977, and therefore binds future owners of the Land.

NOW THEREFORE the parties, in accordance with section 77 of the Reserves Act 1977, **MUTUALLY AGREE** as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Covenant unless the context otherwise requires:

“Act” means the Reserves Act 1977;

“Conservation Values” means the cultural and archaeological values, and the values associated with the indigenous flora and fauna, ecological association, the natural environment and scenic beauty in relation to the Land;



PUKEAREINGA CONSERVATION COVENANT

“Covenant” means this Conservation Covenant duly executed by the parties;

“Crown” means Her Majesty the Queen in right of New Zealand;

“Deed” means the Deed of Settlement referred to in Background A of this Covenant;

“Land” means 5000 square metres, more or less, being Part Lot 14 DP 2845, situated in Block XII, Waipu Survey District. Part Gazette Notice 591553.1 (New Zealand Gazette, 1979, page 341.) Subject to survey, as shown on SO Plan 70043.

“Minister” means the Minister of Conservation and includes any officer or duly authorised agent of the Minister; and

“Te Uri o Hau Governance Entity” means [insert name of Te Uri o Hau Governance Entity and description of Te Uri o Hau Governance Entity’s legal empowerment / status]; together with its successors, assigns, servants and agents.

1.2 In the interpretation of this Covenant, unless the context otherwise requires:

- (a) Headings appear as a matter of convenience and are not to affect the interpretation of this Covenant;
- (b) Singular includes the plural and vice versa, and words importing one gender include the other genders;
- (c) A reference to an enactment or any Regulations is a reference to that enactment or those Regulations amended or to any enactment or Regulation substituted for that enactment or those Regulations;
- (d) A reference to a party to this Covenant or any other document of this Covenant includes the parties successors, heirs and assigns in perpetuity; and in the case of Te Uri o Hau Governance Entity means its successor in law;
- (e) A reference to the Minister includes any officer or duly authorised agent of the Minister; and
- (f) A reference to Te Uri o Hau Governance Entity includes any receiver, liquidator, statutory manager or assignee in bankruptcy of Te Uri o Hau Governance Entity or any lessee or mortgagee in possession of the Land or any part of it.

2 PROTECTION OF CONSERVATION VALUES

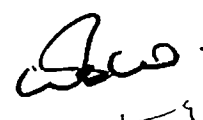
2.1 In order to protect the Conservation Values, Te Uri o Hau Governance Entity agrees with the Minister that Te Uri o Hau Governance Entity will not carry out, or allow to be carried out, without the prior consent of the Minister any of the following:

- (a) Felling, removal or damage of native plants, shrubs or trees;
- (b) Burning, chemical spraying, topdressing or the sowing of exotic seed;
- (c) Significant cultivation, earthworks or other soil disturbance;
- (d) Planting of plants, shrubs or trees which are not indigenous; or
- (e) Grazing of livestock.

2.2 In order to protect the Conservation Values, Te Uri o Hau Governance Entity further agrees with the Minister that Te Uri o Hau Governance Entity will, as far as reasonably practicable, keep the Land free from:

- (a) Gorse, broom, old man's beard, nodding thistle and other plant pests;
- (b) Rabbits, possums, goats and other animal pests; and
- (c) Rubbish or other unsightly or offensive material.

2.3 Te Uri o Hau Governance Entity agrees that it will not undertake any activity associated with the Land which would prejudice the administration and/or Conservation Values associated with the Pukeareinga Scenic Reserve adjacent to the Land.



3 REGISTRATION OF COVENANT

The parties acknowledge that this Covenant will be registered against the title to the Land in accordance with the provisions of the Deed. The provisions of section 77 and sections 93-105 of the Reserves Act 1977 will apply accordingly.

4 ACCESS FOR MINISTER

4.1 Te Uri o Hau Governance Entity grants to the Minister a right of access onto and through the Land for the purpose of integrating the management of the Pukeareinga Scenic Reserve with that of the Land so that the ecological integrity of the combined area can be maintained. This may include:

- (a) Examining, monitoring and recording the condition of the Land and Conservation Values;
- (b) Carrying out work for the protection, preservation and/or enhancement of the Conservation Values, including planting of indigenous species where appropriate; or
- (c) Erecting, at the cost of the Minister, any fencing necessary for the protection, preservation and/or enhancement of the Conservation Values.

4.2 Before exercising the right provided in *clause 4.1*, the Minister shall consult with Te Uri o Hau Governance Entity and shall take all reasonable steps to minimise disruption to Te Uri o Hau Governance Entity's kaitiakitanga or any third party rights granted by Te Uri o Hau Governance Entity in respect of the Land. Nothing in this clause requires the Minister to carry out any such work.

5 DURATION OF COVENANT

This Covenant shall bind the parties in perpetuity to the rights and obligations contained within it.

6 NOTICES

6.1 Any notice required to be given to Te Uri o Hau Governance Entity, under this Covenant, will be sufficiently given if in writing and:

- (a) Served as provided in section 152 of the Property Law Act 1952; or



(b) Sent by post or delivered to the registered office of Te Uri o Hau Governance Entity or Te Uri o Hau Governance Entity's nominated solicitor.

6.2 Any consent, authorisation, approval or notice required to be given by the Minister shall be sufficiently given if signed by the Northland Conservator, Department of Conservation, Whangarei. Any notice required to be given to the Minister, will be sufficiently given if made in writing and sent by post or delivered to the office for the time being of the Northland Conservator, Department of Conservation, Whangarei.

6.3 Te Uri o Hau Governance Entity must on execution of this Covenant, advise the Minister of the details of its current Directors, Chairperson and/or Trustees (as the case may be) and registered office and must also advise the Minister immediately of any change of Directors, Chairperson and/or Trustees (as the case may be) or registered office.

7 DISPUTE RESOLUTION

Any dispute which arises between Te Uri o Hau Governance Entity and the Minister in any way relating to the interpretation, terms, obligations and/or breach of this Covenant, may be resolved by referring the dispute to an agreed third party for decision or by arbitration under the provisions of the Arbitration Act 1996. The parties further agree that the outcome of arbitration under the Arbitration Act 1996 shall be binding on the parties.



PUKEAREINGA CONSERVATION COVENANT

IN WITNESS WHEREOF this Covenant has been executed this _____ day of _____

[Insert appropriate attestation for Te Uri o Hau Governance Entity.]

SIGNED by [_____])
the Minister of Conservation)
on behalf of HER MAJESTY THE QUEEN)
in Right of New Zealand)
in the presence of:)

Witness: _____

Occupation: _____

Address: _____



SCHEDULE 4.4
RIGHT OF WAY IN RESPECT OF WHAKAHURANGA PA SITE

(Clause 4.5.3)

Recitals

- A TE URI O HAU GOVERNANCE ENTITY (*the Grantor*) is registered as proprietor of an estate in fee simple in all that parcel of land contained in [] (*the Servient Land*).
- B HER MAJESTY THE QUEEN in right of New Zealand acting by and through the MINISTER OF CONSERVATION (*the Grantee*) is registered as proprietor of an estate in fee simple in all that parcel of land contained in [] (*the Dominant Land*).

Operative Clause

- 1 The Grantor transfers and grants to the Grantee a pedestrian right of way easement over the Servient Land on the terms, conditions, covenants and restrictions contained in this memorandum to the intent that from the date of this memorandum the easements shall be appurtenant to the Dominant Land in perpetuity.

Right of Way Easement Terms

- 2 The Grantee together with the employees, tenants, agents, workmen, licensees and invitees of the Grantee and any other person lawfully entitled (including the public) shall have the full free right, liberty and licence from time to time and at all times by day and by night to pass and repass on foot over and along the Easement Land for all purposes connected with the use and enjoyment of the Dominant Land, but not for any other purpose.
- 3 In exercising its rights under this memorandum, the Grantee shall not interfere with the Grantor's use of the Easement Land.
- 4 The Grantee may not use the Easement Land or any part of the Easement Land other than for the purpose expressly set out in clause 2 of this memorandum. In particular, the Grantee may not in any way obstruct the Easement Land.
- 5 The Grantee may, at its own cost, form an accessway on the Easement Land, with prior written agreement from the Grantor.



- 6 The cost of maintaining the accessway shall be borne by the parties in proportion to their use of the Easement Land. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party causing damage to the Easement Land then the cost of such maintenance and repair shall be borne by the party that caused the damage.
- 7 The Grantor shall not be responsible to the Grantee or to any other person for any loss or damage sustained by the Grantee or by any such person using any part of the Easement Land at its own risk in all respects.

General Terms

- 8 No power is implied for the Grantor to determine the Easement for breach of any provision in this memorandum (whether express or implied) or for any other cause, it being the intention of the parties that the Easement shall subsist for all time or until it is duly surrendered.
- 9 The covenants and powers contained in the Land Transfer Act 1952 and the Property Law Act 1952 in respect of easements shall apply to the extent that they are not expressly negated in this memorandum.

Dispute Resolution

- 10 If any dispute arises between the Grantor and Grantee concerning the rights created by this memorandum the parties shall enter into negotiations in good faith to resolve their dispute.
- 11 If the dispute cannot be resolved by the parties themselves then they shall explore whether the dispute can be resolved by use of an alternative dispute resolution technique.
- 12 If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Servient Land is situated. Such arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution. The parties' execution of this memorandum shall be deemed a submission to arbitration.



Interpretation

In these conditions, unless the context otherwise requires:

Easement means the pedestrian right of way easement recorded by this memorandum; and

Easement Land means that part of the land marked “[]” on Deposited Plan []].

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KIRIHIPI OVERLAY AREA FOR THE MANUKAPUA GOVERNMENT PURPOSE
(WILDLIFE MANAGEMENT) RESERVE**SCHEDULE 5.1**
KIRIHIPI OVERLAY AREA FOR THE MANUKAPUA GOVERNMENT
PURPOSE (WILDLIFE MANAGEMENT) RESERVE*(Clause 5.1)***1 Description of Area**

The area over which the Kirihipi Overlay is created is the area known as the Manukapua Government Purpose (Wildlife Management) Reserve, as shown on S.O. Plan 70052.

2 Preamble

Pursuant to section [] of the Settlement Legislation (*clause 5.1.3* of the Deed of Settlement), the Crown acknowledges Te Uri o Hau statement of their cultural, spiritual, historic and/or traditional values relating to Manukapua Government Purposes (Wildlife Management) Reserve, as set out below.

3 Te Uri o Hau Statement of Values Relating to Manukapua

Manukapua (cloud of birds) is extremely significant to Te Uri o Hau because it is the remains of Taporapora, the tauranga waka (landing place) of our ancestral waka (canoe), the Mahuhu ki te Rangi.

When the Mahuhu ki te Rangi and its crew arrived in the Kaipara region from Hawaiki, they named the tauranga waka Taporapora after a remembered place in Hawaiki. Te Uri o Hau traditional history recalled by our kaumatua and kuia states that Taporapora was then a peninsula that extended from the present day location of Manukapua out to the Tasman sea creating a north and south channel at the mouth of the Kaipara harbour.

Rongomai (Ariki of the Mahuhu ki te Rangi) and some crew members settled and built their whareniui (meeting house) on Taporapora. The tupuna (ancestors) used the whareniui to recite ancient knowledge, karakia (incantation), waiata (songs) and whakapapa (genealogy) with rangatira (chiefs) from around the region. This whareniui housed their taonga (treasures) brought with them from Hawaiki.

Rongomai married a wahine (woman) from the surrounding area and relocated his kaianga (village) from Taporapora to Manukapua and the Okahukura Peninsula. From this kaianga he used the surrounding land and water to gather kai (food) for the people. Te Uri o Hau whaikorero (oration) passed down from generation to generation talks of Rongomai's drowning and of a great tempest that washed



KIRIHIPI OVERLAY AREA FOR THE MANUKAPUA GOVERNMENT PURPOSE
(WILDLIFE MANAGEMENT) RESERVE

away Taporapora because Rongomai did not perform the appropriate karakia before he went fishing.

For Te Uri o Hau, histories such as these represent the links and the continuity between past and present generations. They reinforce tribal identity and solidarity, and document the events that shaped Te Uri o Hau as a people.

It is only evident at high tide that Manukapua is an island. At low tide one is able to walk from the Okahukura Peninsula to Manukapua. One can also see the remains of the whenua (land) of Taporapora at low tide.

For many generations and still today the waters surrounding Manukapua provide kaimoana (seafood) such as patiki (flounder), kanae (mullet), pioke (shark), tamure (snapper), kuakua (scallop), pipi and kutae (mussel) for Te Uri o Hau. The shifting sandbars of the Kaipara harbour protect this source of kai for Te Uri o Hau. The whenua of Manukapua and the surrounding area provided manu (birds) of many species and many of those species still nest and roost here today.

The mauri (life force) of Manukapua represents the essence that binds the physical and spiritual elements of all things together, generating and upholding life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship for Te Uri o Hau.

4 Specific principles relating to Manukapua

The following specific principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Te Uri o Hau Values related to the Kirihipi Overlay Area:

- (a) Encouragement of respect for Te Uri o Hau association with Manukapua;
- (b) Accurate portrayal of Te Uri o Hau association with Manukapua; and
- (c) Recognition of Te Uri o Hau relationship with urupa, wahi tapu, and wahi taonga, including archaeological sites.

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

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



KIRIHIPI OVERLAY AREA FOR THE MANUKAPUA GOVERNMENT PURPOSE
(WILDLIFE MANAGEMENT) RESERVE

(a) Encouragement of respect for Te Uri o Hau association with Manukapua

- (i) Staff, conservation board members, concessionaires and the public will be provided with information about the Te Uri o Hau Values and the existence of the Kirihipi Overlay Area over Manukapua;
- (ii) A sign will be erected explaining to visitors to Manukapua that activities such as picnicking on urupa sites denigrates their tapu status;
- (iii) A review will be undertaken of conditions to be applied generally to new concessions (including renewals);
- (iv) The removal of all rubbish and wastes from Manukapua will be encouraged;
- (v) As far as reasonably practicable, waste, particularly human waste, will be disposed of in a way that minimises the risk of contamination of the Kaipara Harbour and environs; and
- (vi) Te Uri o Hau Governance Entity will be consulted about the siting and design of new structures, and particular regard had to its views.

(b) Accurate portrayal of Te Uri o Hau association with Manukapua

- (i) As far as reasonably practicable, Te Uri o Hau association with Manukapua will be accurately portrayed in all of its new public information and educational material; and
- (ii) Te Uri o Hau Governance Entity will be consulted in the provision of the Department's new public information or educational material, and as far as reasonably practicable, the Department will only use Te Uri o Hau cultural information with the consent of Te Uri o Hau Governance Entity.

(c) Recognition of Te Uri o Hau relationship with urupa, wahi tapu and wahi taonga, including archaeological sites

- (i) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible;
- (ii) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Uri o Hau Governance Entity will be consulted and particular regard will be had to its relevant policies, including those



KIRIHIPI OVERLAY AREA FOR THE MANUKAPUA GOVERNMENT PURPOSE
(WILDLIFE MANAGEMENT) RESERVE

relating to wheua tangata (unidentified human remains) and
Archaeological sites; and

- (iii) Any wheua (human remains) or taonga found or uncovered will be left
untouched and Te Uri o Hau Governance Entity informed as soon as
possible.



KIRIHIPI OVERLAY AREA FOR THE POUTO STEWARDSHIP AREA

**SCHEDULE 5.2
KIRIHIPI OVERLAY AREA FOR THE POUTO STEWARDSHIP AREA***(Clause 5.1)***1 Description of Area**

The area over which the Kirihipi Overlay is created is the area known as the Pouto Stewardship Area, as shown on S.O. Plan 70051.

2 Preamble

Pursuant to section [] of the Settlement Legislation (*clause 5.1.3* of the Deed of Settlement), the Crown acknowledges Te Uri o Hau statement of their cultural, spiritual, historic and/or traditional values relating to Pouto Stewardship Area, as set out below.

3 Te Uri o Hau Statement of Values Relating to Pouto

Te Uri o Hau have a very special relationship with this area. It is recognised as a major wahi tapu (sacred area) because many of our tupuna (ancestors) are buried here. Many urupa (burial grounds) and taonga (treasures) rest beneath the whenua (land) in this region as a result of the many battles that were fought here throughout Te Uri o Hau history. During extreme weather conditions wheua (human bones) are often exposed.

Traditionally Te Uri o Hau used this region extensively for gathering kai (food). The fresh water lakes provided an abundance of kai for Te Uri o Hau. In 1909 a Te Uri o Hau rangatira said "These lakes are where we fish for eels, net mullet and snare birds for our food. They have been with us since the beginning, handed down by our tupuna to our parents and to us today".

For Te Uri o Hau, histories such as these represent the links and the continuity between past and present generations. They reinforce tribal identity and solidarity, and document the events that shaped Te Uri o Hau as a people.

Traditionally there were many nohoanga (temporary settlements) within this area. Te Uri o Hau whanau (families) from the Pouto peninsula and from other marae around the Kaipara harbour would camp here catching tuna (eels) and kanae (mullet) from the lakes and gathering manu (birds), harakeke (flax), and berries from the wetlands and surrounding area.



KIRIHIPI OVERLAY AREA FOR THE POUTO STEWARDSHIP AREA

Te Uri o Hau are the kaitiaki (guardians) of this area. Knowledge of the traditional trails and nohoanga sites handed down from generation to generation is a taonga (treasure) to Te Uri o Hau. A hikoi (walk) along the trails allow Te Uri o Hau to rebury wheua (human remains) and taonga (treasures) should they become exposed by the drifting sand.

The mauri (life force) of this region represents the essence that binds the physical and spiritual elements of all things together, generating and upholding life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship for Te Uri o Hau with this region.

4 **Specific Principles Relating to Pouto**

The following specific principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, the Te Uri o Hau Values related to the Kirihipi Overlay Area:

- (a) Encouragement of respect for Te Uri o Hau association with Pouto;
- (b) Accurate portrayal of Te Uri o Hau association with Pouto; and
- (c) Recognition of Te Uri o Hau relationship with urupa, wahi tapu and wahi taonga, including archaeological sites.

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

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

- (a) **Encouragement of respect for Te Uri o Hau association with Pouto**
 - (i) Staff, conservation board members, concessionaires and the public will be provided with information about the Te Uri o Hau Values and the existence of the Kirihipi Overlay Area over Pouto;
 - (ii) As far as reasonably practicable, information will be made available to the public, explaining that some activities such as picnicking on urupa sites may denigrate their tapu status;



KIRIHIPI OVERLAY AREA FOR THE POUTO STEWARDSHIP AREA

- (iii) A review will be undertaken of conditions to be applied generally to new concessions (including renewals);
 - (iv) The removal of all rubbish and wastes from Pouto will be encouraged;
 - (v) As far as reasonably practicable, waste, particularly human waste, will be disposed of in a way that minimises the risk of contamination of Pouto's lakes and environs; and
 - (vi) Te Uri o Hau Governance Entity will be consulted about the siting and design of new structures, and particular regard had to its views.
- (b) **Accurate portrayal of Te Uri o Hau association with Pouto**
- (i) As far as reasonably practicable, Te Uri o Hau association with Pouto will be accurately portrayed in all of its new public information and educational material; and
 - (ii) Te Uri o Hau Governance Entity will be consulted in the provision of the Department's new public information or educational material, and as far as reasonably practicable, the Department will only use Te Uri o Hau cultural information with the consent of Te Uri o Hau Governance Entity.
- (c) **Recognition of Te Uri o Hau relationship with urupa, wahi tapu and wahi taonga, including archaeological sites**
- (i) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible;
 - (ii) Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Uri o Hau Governance Entity will be consulted and particular regard will be had to its relevant policies, including those relating to wheua tangata (unidentified human remains) and Archaeological and Rock Art Sites; and
 - (iii) Any wheua (human remains) or taonga found or uncovered will be left untouched and Te Uri o Hau Governance Entity informed as soon as practicable.



SCHEDULE 5.3
STATUTORY ACKNOWLEDGEMENT
FOR POUTO STEWARDSHIP AREA

(Clause 5.2)

1 Statutory Area

The area to which this statutory acknowledgement applies (*statutory area*) is the area known as the Pouto Stewardship Area, as shown on S.O. Plan 70051.

2 Preamble

Under section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.3* of the Deed of Settlement), the Crown acknowledges Te Uri o Hau statement of Te Uri o Hau cultural, spiritual, historic and traditional association to the Pouto Stewardship Area as set out below.

3 Cultural, spiritual, historic and traditional association of Te Uri o Hau with the Statutory Area

Te Uri o Hau have a very special relationship with this area. It is recognised as a major wahi tapu (sacred area) because many of our tupuna (ancestors) are buried here. Many urupa (burial grounds) and taonga (treasures) rest beneath the whenua (land) in this region as a result of the many battles that were fought here throughout Te Uri o Hau history. During extreme weather conditions wheua (human bones) are often exposed.

Traditionally Te Uri o Hau used this region extensively for gathering kai (food). The fresh water lakes provided an abundance of kai for Te Uri o Hau. In 1909 a Te Uri o Hau rangatira said “These lakes are where we fish for eels, net mullet and snare birds for our food. They have been with us since the beginning, handed down by our tupuna to our parents and to us today”.

For Te Uri o Hau, histories such as these represent the links and the continuity between past and present generations. They reinforce tribal identity and solidarity, and document the events that shaped Te Uri o Hau as a people.

Traditionally there were many nohoanga (temporary settlements) within this area. Te Uri o Hau whanau (families) from the Pouto peninsula and from other marae around the Kaipara harbour would camp here catching tuna (eels) and kanae



(mullet) from the lakes and gathering manu (birds), harakeke (flax), and berries from the wetlands and surrounding area.

Te Uri o Hau are the kaitiaki (guardians) of this area. Knowledge of the traditional trails and nohoanga sites handed down from generation to generation is a taonga (treasure) to Te Uri o Hau. A hikoi (walk) along the trails allow Te Uri o Hau to rebury wheua (human remains) and taonga (treasures) should they become exposed by the drifting sand.

The mauri (life force) of this region represents the essence that binds the physical and spiritual elements of all things together, generating and upholding life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship for Te Uri o Hau with this region.

4 Purposes of Statutory Acknowledgement

4.1 Under section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.2 of the Deed of Settlement*), and without limiting *clauses 5 and 6*, the only purposes of this statutory acknowledgement are:

- (a) to require that consent authorities forward summaries of Resource Consent applications to Te Uri o Hau Governance Entity as provided in section [] of [this Act] (*clause 5.2.8 of the Deed of Settlement*);
- (b) to require that consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this statutory acknowledgement in relation to the Pouto Stewardship Area, as provided in section [] of [Te Uri o Hau Claims Settlement Act []] (*clauses 5.2.4, 5.2.5 and 5.2.6 of the Deed of Settlement*);
- (c) to enable Te Uri o Hau Governance Entity and any member of Te Uri o Hau to cite this statutory acknowledgement as evidence of the association of Te Uri o Hau to the Pouto Stewardship Area as provided in section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.11 of the Deed of Settlement*); and
- (d) to empower the Minister of Conservation to enter into a deed of recognition as provided in section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.15 of the Deed of Settlement*).



5 Limitations on effect of Statutory Acknowledgement

5.1 Except as expressly provided in sections [], and [] of [Te Uri o Hau Claims Settlement Act []] (*clauses 5.2.2., 5.2.4, 5.2.5, 5.2.6, 5.2.11 and 5.2.17 of the Deed of Settlement*):

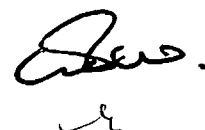
- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting *clause 5.1(a)*, no person or entity, in considering any matter or making any decision or recommendation under statute, regulation, or bylaw, may give any greater or lesser weight to Te Uri o Hau association with, the Pouto Stewardship Area than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of the Pouto Stewardship Area.

5.2 Except as expressly provided in [Te Uri o Hau Claims Settlement Act []], this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement.

5.3 Except as expressly provided in [Te Uri o Hau Claims Settlement Act []], this statutory acknowledgement does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Pouto Stewardship Area.

6 No limitation on Crown

The existence of this statutory acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Pouto Stewardship Area to a party or parties other than Te Uri o Hau or Te Uri o Hau Governance Entity.



SCHEDULE 5.4
STATUTORY ACKNOWLEDGEMENT
FOR MANGAWHAI MARGINAL STRIP

(Clause 5.2)

1 Statutory Area

The area to which this statutory acknowledgement applies (*statutory area*) is the area known as the Mangawhai Marginal Strip, as shown on S.O. Plan 70049.

2 Preamble

Under section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.3* of the Deed of Settlement), the Crown acknowledges Te Uri o Hau statement of Te Uri o Hau cultural, spiritual, historic and traditional association to the Mangawhai Marginal Strip as set out below.

3 Cultural, spiritual, historic and traditional association of Te Uri o Hau with the Statutory Area

The land now known as the Mangawhai marginal strip is of great importance to Te Uri o Hau.

This area was traditionally used by Te Uri o Hau as one of the many areas where kaimoana (seafood) was gathered during certain periods of the year. Mahinga kai and nohoanga sites are prevalent throughout the Mangawhai area. Te Uri o Hau traditionally participated in many fishing expeditions from the coastline.

Around 1825, the battle known as Te Ika Ranganui began at Mangawhai and progressively moved inland towards Otamatea and on into the Kaipara Harbour. The battle was fought between the tangata whenua and northern iwi.

For many years following the battle, this area was tapu (sacred) to Te Uri o Hau. The bones of our people who died during the battle or as a result of the battle are scattered throughout this area.

The mauri (life force) of the Mangawhai and adjacent coastline represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship of Te Uri o Hau with the Mangawhai coast.



4 Purposes of Statutory Acknowledgement

4.1 Under section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.2 of the Deed of Settlement*), and without limiting *clauses 5 and 6*, the only purposes of this statutory acknowledgement are:

- (a) to require that consent authorities forward summaries of Resource Consent applications to Te Uri o Hau Governance Entity as provided in section [] of [this Act] (*clause 5.2.8 of the Deed of Settlement*);
- (b) to require that consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this statutory acknowledgement in relation to the Mangawhai Marginal Strip, as provided in section [] of [Te Uri o Hau Claims Settlement Act []] (*clauses 5.2.4, 5.2.5 and 5.2.6 of the Deed of Settlement*);
- (c) to enable Te Uri o Hau Governance Entity and any member of Te Uri o Hau to cite this statutory acknowledgement as evidence of the association of Te Uri o Hau to the Mangawhai Marginal Strip as provided in section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.11 of the Deed of Settlement*); and
- (d) to empower the Minister of Conservation to enter into a deed of recognition as provided in section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.15 of the Deed of Settlement*).

5 Limitations on effect of Statutory Acknowledgement

5.1 Except as expressly provided in sections [], and [] of [Te Uri o Hau Claims Settlement Act []] (*clauses 5.2.2, 5.2.4, 5.2.5, 5.2.6, 5.2.11 and 5.2.17 of the Deed of Settlement*):

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting *clause 5.1(a)*, no person or entity, in considering any matter or making any decision or recommendation under statute, regulation, or bylaw, may give any greater or lesser weight to Te Uri o Hau association with the Mangawhai Marginal Strip than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of the Mangawhai Marginal Strip.

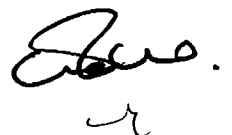


STATUTORY ACKNOWLEDGEMENT FOR MANGAWHAI MARGINAL STRIP

- 5.2 Except as expressly provided in [Te Uri o Hau Claims Settlement Act []], this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement.
- 5.3 Except as expressly provided in [Te Uri o Hau Claims Settlement Act []], this statutory acknowledgement does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Mangawhai Marginal Strip.

6 No limitation on Crown

The existence of this statutory acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Mangawhai Marginal Strip to a party or parties other than Te Uri o Hau or Te Uri o Hau Governance Entity.

A handwritten signature in black ink, appearing to be 'J. J. J.', with a small flourish underneath.

SCHEDULE 5.5
STATUTORY ACKNOWLEDGEMENT
FOR ORUAWHARO RIVER STEWARDSHIP AREA

(Clause 5.2)

1 Statutory Area

The area to which this statutory acknowledgement applies (*statutory area*) is the area known as the Oruawharo River Stewardship Area, as shown on S.O. Plan 70050.

2 Preamble

Under section [] of [Te Uri o Hau Claims Settlement Act []] [*clause 5.2.3* of the Deed of Settlement], the Crown acknowledges Te Uri o Hau statement of Te Uri o Hau cultural, spiritual, historic and traditional association to the Oruawharo River Stewardship Area as set out below.

3 Cultural, spiritual, historic and traditional association of Te Uri o Hau with the Statutory Area

Te Uri o Hau whaikorero (oration) about this area goes back to the era of our eponymous ancestor, Haumoewaarangi, when Te Uri o Hau first resided in the north Kaipara region. This area is very important to Te Uri o Hau because of the wahi tapu (sacred ground) and the urupa (burial grounds) where our tupuna (ancestors) rest.

A wahine (woman) named Te Hana, lived at Mahipatua Pa on the Pouto Peninsula. Her whakapapa (genealogy) links were from a different tribe that lived peacefully among Te Uri o Hau at that time. Te Hana was betrothed to Rangiwhapapa, brother of Haumoewaarangi, who resided at a nearby kainga (village) called Rangitane Pa.

A warrior from Oporo Pa, which was located at the mouth of the Oruawharo River on the Okahukura Peninsula, had heard of this beautiful woman that lived across the Wairoa River at Mahipatua Pa. He visited Te Hana's kainga in the hope of gaining her affections for himself. As Te Hana was puhi (a virgin of noble family who was kept for the right match) she could not participate in the ceremonies but could only watch from a distance.



Te Uri o Hau traditions state that the visiting warrior casted a spell of atahu (love charm) over Te Hana so that her affections would be diverted to him. In time the spell began to weave its magic. Early one morning Te Hana and her maid sneaked down to the Wairoa River. They swam across the Wairoa River to the Okahukura Peninsula, stopping to rest on the sandbanks on their way. While crossing the first channel, Te Hana's maid looked back to the Pouto Peninsula and subsequently drowned. Te Hana, however, made it over to the other side and landed on Manukapua Island where she was found and taken to Oporo Pa.

On hearing of Te Hana's disappearance, and knowing where she had gone, Rangiwahapapa and his taua (war party) left Pouto for Okahukura. It is said that the waters of the Wairoa were black with canoes in their quest to retrieve Te Hana. A great battle took place and many lives were lost from both sides. The battle was fought along the ridge from Oporo pa to Whakahuranga Pa and the invading taua from Pouto pushed the inhabitants of Okahukura out of the region. Te Hana was taken back to Pouto where she married Rangiwahapapa. The area known as the Oruawharo Stewardship Area is still tapu (sacred) today.

For Te Uri o Hau, histories such as this represent the links and the continuity between past and present generations. They reinforce tribal identity and solidarity, and document the events that shaped Te Uri o Hau as a people.

Until recently, the shores and banks of this area were used as nohoanga (temporary settlements) by Te Uri o Hau when they returned to this area from the Pouto Peninsula, Manukapua island and the Kaipara harbour after gathering kai (food) for the people. As kaitiaki (guardians) Te Uri o Hau would also keep watch over the wahi tapu sites in this area during their journeys around the Kaipara Harbour.

The mauri (life force) of this area represents the essence that binds the physical and spiritual elements together, generating and upholding all life. All elements of the natural environment possess a life force and all life is related. Mauri is a critical element of the spiritual relationship for Te Uri o Hau with the Oruawharo River Stewardship area.

4 Purposes of Statutory Acknowledgement

- 4.1 Under section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.2 of the Deed of Settlement*), and without limiting *clauses 5 and 6*, the only purposes of this statutory acknowledgement are:



STATUTORY ACKNOWLEDGEMENT FOR ORUAWHARO RIVER STEWARDSHIP AREA

- (a) to require that consent authorities forward summaries of Resource Consent applications to Te Uri o Hau Governance Entity as provided in section [] of [this Act] (*clause 5.2.8* of the Deed of Settlement);
- (b) to require that consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this statutory acknowledgement in relation to the Oruawharo River Stewardship Area, as provided in section [] of [Te Uri o Hau Claims Settlement Act []] (*clauses 5.2.4, 5.2.5 and 5.2.6* of the Deed of Settlement);
- (c) to enable Te Uri o Hau Governance Entity and any member of Te Uri o Hau to cite this statutory acknowledgement as evidence of the association of Te Uri o Hau to the Oruawharo River Stewardship Area as provided in section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.11* of the Deed of Settlement); and
- (d) to empower the Minister of Conservation to enter into a deed of recognition as provided in section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.15* of the Deed of Settlement).

5 Limitations on effect of Statutory Acknowledgement

5.1 Except as expressly provided in sections [], and [] of [Te Uri o Hau Claims Settlement Act []] (*clauses 5.2.2, 5.2.4, 5.2.5, 5.2.6, 5.2.11 and 5.2.17 of the Deed of Settlement*):

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting *clause 5.1(a)*, no person or entity, in considering any matter or making any decision or recommendation under statute, regulation, or bylaw, may give any greater or lesser weight to Te Uri o Hau association with the Oruawharo River Stewardship Area than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of the Oruawharo River Stewardship Area.

5.2 Except as expressly provided in [Te Uri o Hau Claims Settlement Act []], this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement.



STATUTORY ACKNOWLEDGEMENT FOR ORUAWHARO RIVER STEWARDSHIP AREA

5.3 Except as expressly provided in [Te Uri o Hau Claims Settlement Act []], this statutory acknowledgement does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Oruawharo River Stewardship Area.

6 No limitation on Crown

The existence of this statutory acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Oruawharo River Stewardship Area to a party or parties other than Te Uri o Hau or Te Uri o Hau Governance Entity.

A handwritten signature in black ink, appearing to be 'J. Lee', is located in the bottom right corner of the page. Below the signature is a small, faint mark that looks like a checkmark or a small flourish.

SCHEDULE 5.6
STATUTORY ACKNOWLEDGEMENT
FOR PUKEKARORO SCENIC RESERVE

(Clause 5.2)

1 Statutory Area

The area to which this statutory acknowledgement applies (*statutory area*) is the area known as the Pukekaroro Scenic Reserve, as shown on S.O. Plan 70042.

2 Preamble

Under section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.3 of the Deed of Settlement*), the Crown acknowledges Te Uri o Hau statement of Te Uri o Hau cultural, spiritual, historic and traditional association to the Pukekaroro Scenic Reserve as set out below.

3 Cultural, spiritual, historic and traditional association of Te Uri o Hau with the Statutory Area

The maunga (mountain) Pukekaroro is of great importance to Te Uri o Hau. Pukekaroro was a key strategic site for Te Uri o Hau as from the very top you are able to see the Mangawhai Heads to the east and the Kaipara Harbour entrance to the west. Traditionally Te Uri o Hau used the timber that grew on the mountain to build waka, which were renown for their seaworthiness.

During the battle known as Te Ika Ranganui in 1825, Karoro, a rangatira who had a pa site at the very top of the mountain retrieved many Te Uri o Hau dead and wounded from the surrounding area and carried them up to the pa so they would not be found by the enemy. Pukekaroro is of special spiritual significance to Te Uri o Hau because of the many wahi tapu (sacred area) sites on the mountain. The mountain has been tapu (sacred) since that battle and remains so today.

The mauri (life force) of Pukekaroro represents the essence that binds the physical and spiritual elements together, generating and upholding all life. All elements of the natural environment possess a life force and all life is related. Mauri is a critical element of the spiritual relationship of Te Uri o Hau with Pukekaroro.



4 Purposes of Statutory Acknowledgement

4.1 Under section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.2 of the Deed of Settlement*), and without limiting *clauses 5 and 6*, the only purposes of this statutory acknowledgement are:

- (a) to require that consent authorities forward summaries of Resource Consent applications to Te Uri o Hau Governance Entity as provided in section [] of [this Act] (*clause 5.2.8 of the Deed of Settlement*);
- (b) to require that consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this statutory acknowledgement in relation to the Pukekaroro Scenic Reserve, as provided in section [] of [Te Uri o Hau Claims Settlement Act []] (*clauses 5.2.4, 5.2.5 and 5.2.6 of the Deed of Settlement*);
- (c) to enable Te Uri o Hau Governance Entity and any member of Te Uri o Hau to cite this statutory acknowledgement as evidence of the association of Te Uri o Hau to the Pukekaroro Scenic Reserve as provided in section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.11 of the Deed of Settlement*); and
- (d) to empower the Minister of Conservation to enter into a deed of recognition as provided in section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.15 of the Deed of Settlement*).

5 Limitations on effect of Statutory Acknowledgement

5.1 Except as expressly provided in sections [], and [] of [Te Uri o Hau Claims Settlement Act []] (*clauses 5.2.2, 5.2.4, 5.2.5, 5.2.6, 5.2.11 and 5.2.17 of the Deed of Settlement*):

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting *clause 5.1(a)*, no person or entity, in considering any matter or making any decision or recommendation under statute, regulation, or bylaw, may give any greater or lesser weight to Te Uri o Hau association with the Pukekaroro Scenic Reserve than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of the Pukekaroro Scenic Reserve.



STATUTORY ACKNOWLEDGEMENT FOR PUKEKARORO SCENIC RESERVE

- 5.2 Except as expressly provided in [Te Uri o Hau Claims Settlement Act []], this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement.
- 5.3 Except as expressly provided in [Te Uri o Hau Claims Settlement Act []], this statutory acknowledgement does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Pukekaroro Scenic Reserve.

6 No limitation on Crown

The existence of this statutory acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Pukekaroro Scenic Reserve to a party or parties other than Te Uri o Hau or Te Uri o Hau Governance Entity.



SCHEDULE 5.7
DEED OF RECOGNITION FOR POUTO STEWARDSHIP AREA

(Clause 5.2)

THIS DEED is made on *[insert date]*

PARTIES

- (1) **[Name of Te Uri o Hau Governance Entity]** (*Te Uri o Hau Governance Entity*)
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister of Conservation (*the Crown*)

BACKGROUND

- A On *[date]* Te Uri o Hau and the Crown entered into a Deed of Settlement (*the Deed of Settlement*) recording the matters required to give effect to a settlement of all of the historical claims of Te Uri o Hau.
- B Under section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.16 of the Deed of Settlement*), Te Uri o Hau Governance Entity and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Uri o Hau statement of the cultural, spiritual, historic, and traditional association on which the mana and tangata whenua status of Te Uri o Hau in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

1 Specific area of Pouto Stewardship Area

The area which is the subject of this Deed is the area known as Pouto Stewardship Area (*the Area*), as shown on SO Plan 70051. The Area is administered by the Department of Conservation.

2 Cultural, spiritual, historic and traditional associations of Pouto Stewardship Area

Under section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.3(c) of the Deed of Settlement*), the Crown acknowledges Te Uri o Hau statement of Te Uri o Hau cultural, spiritual, historic, and traditional association to Pouto Stewardship Area, as set out below.



“Te Uri o Hau have a very special relationship with this area. It is recognised as a major wahi tapu (sacred area) because many of our tupuna (ancestors) are buried here. Many urupa (burial grounds) and taonga (treasures) rest beneath the whenua (land) in this region as a result of the many battles that were fought here throughout Te Uri o Hau history. During extreme weather conditions wheua (human bones) are often exposed.

Traditionally Te Uri o Hau used this region extensively for gathering kai (food). The fresh water lakes provided an abundance of kai for Te Uri o Hau. In 1909 a Te Uri o Hau rangatira said “These lakes are where we fish for eels, net mullet and snare birds for our food. They have been with us since the beginning, handed down by our tupuna to our parents and to us today”.

For Te Uri o Hau, histories such as these represent the links and the continuity between past and present generations. They reinforce tribal identity and solidarity, and document the events that shaped Te Uri o Hau as a people.

Traditionally there were many nohoanga (temporary settlements) within this area. Te Uri o Hau whanau (families) from the Pouto peninsula and from other marae around the Kaipara harbour would camp here catching tuna (eels) and kanae (mullet) from the lakes and gathering manu (birds), harakeke (flax), and berries from the wetlands and surrounding area.

Te Uri o Hau are the kaitiaki (guardians) of this area. Knowledge of the traditional trails and nohoanga sites handed down from generation to generation is a taonga (treasure) to Te Uri o Hau. A hikoi (walk) along the trails allow Te Uri o Hau to rebury wheua (human remains) and taonga (treasures) should they become exposed by the drifting sand.

The mauri (life force) of this region represents the essence that binds the physical and spiritual elements of all things together, generating and upholding life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship for Te Uri o Hau with this region.”



3 Role of Te Uri o Hau Governance Entity

3.1 By reason of the Crown's acknowledgement of the statement of association described in *clause 2*, Te Uri o Hau Governance Entity must be consulted and regard had to its views relating to the association described in *clause 2* concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to the land within the Area:

- (a) the preparation, consistent with Part IIIA of the Conservation Act 1987, sections 40A and 40B of the Reserves Act 1977 and section 47 of the National Parks Act 1980, of all Conservation Management Strategies, Conservation Management Plans and/or National Park Management Plans which relate to the Area;
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
 - (i) any programme to identify and protect indigenous plants;
 - (ii) any survey to assess current and future visitor activities;
 - (iii) any programme to identify and protect wildlife;
 - (iv) any programme to eradicate pests and weeds or other introduced species; or
 - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures, huts, signs and tracks.

3.2 In order to enable Te Uri o Hau Governance Entity to fulfil its role under *clause 3.1* the Crown will provide Te Uri o Hau Governance Entity with relevant information to enable Te Uri o Hau Governance Entity to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Uri o Hau Governance Entity of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).



4 Other provisions

Under sections [] of [Te Uri o Hau Claims Settlement Act []]
(*clause 5.2.21 to 5.2.23* of the Deed of Settlement):

- (a) except as expressly provided in this Deed of Recognition:
- (i) this Deed of Recognition does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
 - (ii) without limiting *clause 4.1(a)*, no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw may give any greater or lesser weight to Te Uri o Hau association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, if this Deed of Recognition did not exist in respect of the Area;
- (b) except as expressly provided in this Deed of Recognition, this Deed does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement;
- (c) except as expressly provided in this Deed of Recognition, this Deed does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area; and
- (d) nothing in this Deed requires the Crown to undertake any management function referred to in *clause 4*.

5 No limitation on Crown

The entry into this Deed does not preclude the Crown from entering into a Deed of Recognition in respect of Pouto Stewardship Area with a party or parties other than Te Uri o Hau or Te Uri o Hau Governance Entity.

6 Termination

Under section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.18* of the Deed of Settlement), if:



DEED OF RECOGNITION FOR POUTO STEWARDSHIP AREA

- (a) Te Uri o Hau Governance Entity and the Crown agree in writing that this Deed of Recognition is no longer appropriate in respect of the Area or part of it; or
- (b) The Area or part of it is transferred by the Crown to a person or body other than the Crown; or
- (c) The responsibility for managing the Area or part of it is transferred to a different Ministerial Portfolio, Ministry or Department of the Crown,

this Deed of Recognition will automatically be terminated in respect of the Area or part of it.

7 Continued input

If the events specified in *clause 6(b)* and *(c)* occurs or there is a change in the applicable statutory management regime over the Area or part of it, the Crown agrees that it will take reasonable steps to ensure that Te Uri o Hau Governance Entity continues to have input into the management of the Area or part of it through the negotiation with Te Uri o Hau Governance Entity, by the Minister responsible for the new management or management regime, the Commissioner of Crown Lands or other responsible officer, as the case may be.

8 No assignment

Te Uri o Hau Governance Entity's rights and obligations under this Deed of Recognition are not assignable.

9 Interpretation

9.1 Terms defined in the Deed of Settlement and [Te Uri o Hau Claims Settlement Act []] will have the same meaning in this Deed. In addition:

concession has the meaning given to it in the Conservation Act 1987.

9.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.



DEED OF RECOGNITION FOR POUTO STEWARDSHIP AREA

EXECUTED as a deed on []

SIGNED for and on behalf of
HER MAJESTY THE QUEEN in
Right of New Zealand by
[],
the Minister of Conservation

in the presence of:

Name:
Occupation:
Address:

[Insert appropriate attestation for the Te Uri o Hau Governance Entity]

A handwritten signature in black ink, appearing to be 'J. J. J.', with a small flourish underneath.

SCHEDULE 5.8
DEED OF RECOGNITION FOR MANGAWHAI MARGINAL STRIP

(Clause 5.2)

THIS DEED is made on *[insert date]*

PARTIES

- (1) **[Name of Te Uri o Hau Governance Entity]** (*Te Uri o Hau Governance Entity*)
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister of Conservation (*the Crown*)

BACKGROUND

- A On *[date]* Te Uri o Hau and the Crown entered into a Deed of Settlement (*the Deed of Settlement*) recording the matters required to give effect to a settlement of all of the historical claims of Te Uri o Hau.
- B Under section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.16* of the Deed of Settlement), Te Uri o Hau Governance Entity and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Uri o Hau statement of the cultural, spiritual, historic, and traditional association on which the mana and tangata whenua status of Te Uri o Hau in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

1 Specific area of Mangawhai Marginal Strip

The area which is the subject of this Deed is the area known as Mangawhai Marginal Strip (*the Area*), as shown on SO Plan 70049. The Area is administered by the Department of Conservation.

2 Cultural, spiritual, historic and traditional associations of Mangawhai Marginal Strip

Under section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.3(c)* of the Deed of Settlement), the Crown acknowledges Te Uri o Hau statement of Te Uri o Hau cultural, spiritual, historic, and traditional association to Mangawhai Marginal Strip, as set out below.



“The land now known as the Mangawhai marginal strip is of great importance to Te Uri o Hau.

This area was traditionally used by Te Uri o Hau as one of the many areas where kaimoana (seafood) was gathered during certain periods of the year. Mahinga kai and nohoanga sites are prevalent throughout the Mangawhai area. Te Uri o Hau traditionally participated in many fishing expeditions from the coastline.

Around 1825, the battle known as Te Ika Ranganui began at Mangawhai and progressively moved inland towards Otamatea and on into the Kaipara Harbour. The battle was fought between the tangata whenua and northern iwi.

For many years following the battle, this area was tapu (sacred) to Te Uri o Hau. The bones of our people who died during the battle or as a result of the battle are scattered throughout this area.

The mauri (life force) of the Mangawhai and adjacent coastline represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship of Te Uri o Hau with the Mangawhai coast.”

3 Role of Te Uri o Hau Governance Entity

3.1 By reason of the Crown’s acknowledgement of the statement of association described in *clause 2*, Te Uri o Hau Governance Entity must be consulted and regard had to its views relating to the association described in *clause 2* concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to the land within the Area:

- (a) the preparation, consistent with Part IIIA of the Conservation Act 1987, sections 40A and 40B of the Reserves Act 1977 and section 47 of the National Parks Act 1980, of all Conservation Management Strategies, Conservation Management Plans and/or National Park Management Plans which relate to the Area;
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
 - (i) any programme to identify and protect indigenous plants;



DEED OF RECOGNITION FOR MANGAWHAI MARGINAL STRIP

- (ii) any survey to assess current and future visitor activities;
 - (iii) any programme to identify and protect wildlife;
 - (iv) any programme to eradicate pests and weeds or other introduced species; or
 - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures, huts, signs and tracks.

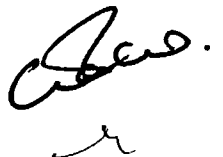
3.2 In order to enable Te Uri o Hau Governance Entity to fulfil its role under *clause 3.1* the Crown will provide Te Uri o Hau Governance Entity with relevant information to enable Te Uri o Hau Governance Entity to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Uri o Hau Governance Entity of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

4 Other provisions

Under sections [] of [Te Uri o Hau Claims Settlement Act []]
(*clause 5.2.21 to 5.2.23* of the Deed of Settlement):

- (a) except as expressly provided in this Deed of Recognition:
- (i) this Deed of Recognition does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
 - (ii) without limiting *clause 4.1(a)*, no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw may give any greater or lesser weight to Te Uri o Hau association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, if this Deed of Recognition did not exist in respect of the Area;
- (b) except as expressly provided in this Deed of Recognition, this Deed does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement;



DEED OF RECOGNITION FOR MANGAWHAI MARGINAL STRIP

- (c) except as expressly provided in this Deed of Recognition, this Deed does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area; and
- (d) nothing in this Deed requires the Crown to undertake any management function referred to in *clause 4*.

5 No limitation on Crown

The entry into this Deed does not preclude the Crown from entering into a Deed of Recognition in respect of Mangawhai Marginal Strip with a party or parties other than Te Uri o Hau or Te Uri o Hau Governance Entity.

6 Termination

Under section [] of [Te Uri o Hau Claims Settlement Act []]
(*clause 5.2.18* of the Deed of Settlement), if:

- (d) Te Uri o Hau Governance Entity and the Crown agree in writing that this Deed of Recognition is no longer appropriate in respect of the Area or part of it; or
- (e) The Area or part of it is transferred by the Crown to a person or body other than the Crown; or
- (f) The responsibility for managing the Area or part of it is transferred to a different Ministerial Portfolio, Ministry or Department of the Crown,

this Deed of Recognition will automatically be terminated in respect of the Area or part of it.

7 Continued input

If the events specified in *clause 6(b)* and *(c)* occurs or there is a change in the applicable statutory management regime over the Area or part of it, the Crown agrees that it will take reasonable steps to ensure that Te Uri o Hau Governance Entity continues to have input into the management of the Area or part of it through the negotiation with Te Uri o Hau Governance Entity, by the Minister responsible for the new management or management regime, the Commissioner of Crown Lands or other responsible officer, as the case may be.



8 No assignment

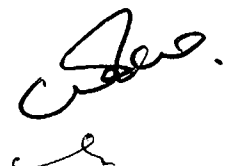
Te Uri o Hau Governance Entity's rights and obligations under this Deed of Recognition are not assignable.

9 Interpretation

9.1 Terms defined in the Deed of Settlement and [Te Uri o Hau Claims Settlement Act []] will have the same meaning in this Deed. In addition:

concession has the meaning given to it in the Conservation Act 1987.

9.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.



DEED OF RECOGNITION FOR MANGAWHAI MARGINAL STRIP

EXECUTED as a deed on []

SIGNED for and on behalf of
HER MAJESTY THE QUEEN in
Right of New Zealand by
[],
the Minister of Conservation

in the presence of:

Name:

Occupation:

Address:

[Insert appropriate attestation for the Te Uri o Hau Governance Entity]

A handwritten signature in black ink, appearing to be 'J. C. O.', with a small flourish underneath.

SCHEDULE 5.9
DEED OF RECOGNITION
FOR ORUAWHARO RIVER STEWARDSHIP AREA

(Clause 5.2)

THIS DEED is made on *[insert date]*

PARTIES

- (1) **[Name of Te Uri o Hau Governance Entity]** (*Te Uri o Hau Governance Entity*)
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister of Conservation (*the Crown*)

BACKGROUND

- A On *[date]* Te Uri o Hau and the Crown entered into a Deed of Settlement (*the Deed of Settlement*) recording the matters required to give effect to a settlement of all of the historical claims of Te Uri o Hau.
- B Under section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.16* of the Deed of Settlement), Te Uri o Hau Governance Entity and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Uri o Hau statement of the cultural, spiritual, historic, and traditional association on which the mana and tangata whenua status of Te Uri o Hau in relation to specific areas is based.

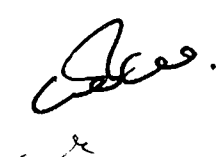
ACCORDINGLY, the parties acknowledge and agree as follows:

1 Specific area of Oruawharo River Stewardship Area

The area which is the subject of this Deed is the area known as Oruawharo River Stewardship Area (*the Area*), as shown on SO Plan 70050. The Area is administered by the Department of Conservation.

2 Cultural, spiritual, historic and traditional associations of Oruawharo River Stewardship Area

Under section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.3(c)* of the Deed of Settlement), the Crown acknowledges Te Uri o Hau statement



of Te Uri o Hau cultural, spiritual, historic, and traditional association to Oruawharo River Stewardship Area, as set out below.

“Te Uri o Hau whaikorero (oration) about this area goes back to the era of our eponymous ancestor, Haumoewaarangi, when Te Uri o Hau first resided in the north Kaipara region. This area is very important to Te Uri o Hau because of the wahi tapu (sacred ground) and the urupa (burial grounds) where our tupuna (ancestors) rest.

A wahine (woman) named Te Hana, lived at Mahipatua Pa on the Pouto Peninsula. Her whakapapa (genealogy) links were from a different tribe that lived peacefully among Te Uri o Hau at that time. Te Hana was betrothed to Rangiwahapapa, brother of Haumoewaarangi, who resided at a nearby kainga (village) called Rangitane Pa.

A warrior from Oporo Pa, which was located at the mouth of the Oruawharo River on the Okahukura Peninsula, had heard of this beautiful woman that lived across the Wairoa River at Mahipatua Pa. He visited Te Hana’s kainga in the hope of gaining her affections for himself. As Te Hana was puhi (a virgin of noble family who was kept for the right match) she could not participate in the ceremonies but could only watch from a distance.

Te Uri o Hau traditions state that the visiting warrior casted a spell of atahu (love charm) over Te Hana so that her affections would be diverted to him. In time the spell began to weave its magic. Early one morning Te Hana and her maid sneaked down to the Wairoa River. They swam across the Wairoa River to the Okahukura Peninsula, stopping to rest on the sandbanks on their way. While crossing the first channel, Te Hana’s maid looked back to the Pouto Peninsula and subsequently drowned. Te Hana, however, made it over to the other side and landed on Manukapua Island where she was found and taken to Oporo Pa.

On hearing of Te Hana’s disappearance, and knowing where she had gone, Rangiwahapapa and his taua (war party) left Pouto for Okahukura. It is said that the waters of the Wairoa were black with canoes in their quest to retrieve Te Hana. A great battle took place and many lives were lost from both sides. The battle was fought along the ridge from Oporo pa to Whakahuranga Pa and the invading taua from Pouto pushed the inhabitants of Okahukura out of the region. Te Hana was taken back to Pouto where she married Rangiwahapapa. The area known as the Oruawharo Stewardship Area is still tapu (sacred) today.



For Te Uri o Hau, histories such as this represent the links and the continuity between past and present generations. They reinforce tribal identity and solidarity, and document the events that shaped Te Uri o Hau as a people.

Until recently, the shores and banks of this area were used as nohoanga (temporary settlements) by Te Uri o Hau when they returned to this area from the Pouto Peninsula, Manukapua island and the Kaipara harbour after gathering kai (food) for the people. As kaitiaki (guardians) Te Uri o Hau would also keep watch over the wahi tapu sites in this area during their journeys around the Kaipara Harbour.

The mauri (life force) of this area represents the essence that binds the physical and spiritual elements together, generating and upholding all life. All elements of the natural environment possess a life force and all life is related. Mauri is a critical element of the spiritual relationship for Te Uri o Hau with the Oruawharo River Stewardship area.”

3 Role of Te Uri o Hau Governance Entity

3.1 By reason of the Crown’s acknowledgement of the statement of association described in *clause 2*, Te Uri o Hau Governance Entity must be consulted and regard had to its views relating to the association described in *clause 2* concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to the land within the Area:

- (a) the preparation, consistent with Part IIIA of the Conservation Act 1987, sections 40A and 40B of the Reserves Act 1977 and section 47 of the National Parks Act 1980, of all Conservation Management Strategies, Conservation Management Plans and/or National Park Management Plans which relate to the Area;
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
 - (i) any programme to identify and protect indigenous plants;
 - (ii) any survey to assess current and future visitor activities;
 - (iii) any programme to identify and protect wildlife;



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- (iv) any programme to eradicate pests and weeds or other introduced species; or
- (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures, huts, signs and tracks.

3.2 In order to enable Te Uri o Hau Governance Entity to fulfil its role under *clause 3.1* the Crown will provide Te Uri o Hau Governance Entity with relevant information to enable Te Uri o Hau Governance Entity to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Uri o Hau Governance Entity of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

4 Other provisions

Under sections [] of [Te Uri o Hau Claims Settlement Act []]
(*clause 5.2.21 to 5.2.23* of the Deed of Settlement):

- (a) except as expressly provided in this Deed of Recognition:
 - (i) this Deed of Recognition does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
 - (ii) without limiting *clause 4.1(a)*, no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw may give any greater or lesser weight to Te Uri o Hau association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, if this Deed of Recognition did not exist in respect of the Area;
- (b) except as expressly provided in this Deed of Recognition, this Deed does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement;
- (c) except as expressly provided in this Deed of Recognition, this Deed does not have the effect of granting, creating, or providing evidence of



DEED OF RECOGNITION FOR ORUAWHARO RIVER STEWARDSHIP AREA

any estate or interest in, or any rights of any kind whatsoever relating to, the Area; and

- (d) nothing in this Deed requires the Crown to undertake any management function referred to in *clause 4*.

5 No limitation on Crown

The entry into this Deed does not preclude the Crown from entering into a Deed of Recognition in respect of Oruawharo River Stewardship Area with a party or parties other than Te Uri o Hau or Te Uri o Hau Governance Entity.

6 Termination

Under section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.18* of the Deed of Settlement), if:

- (g) Te Uri o Hau Governance Entity and the Crown agree in writing that this Deed of Recognition is no longer appropriate in respect of the Area or part of it; or
- (h) The Area or part of it is transferred by the Crown to a person or body other than the Crown; or
- (i) The responsibility for managing the Area or part of it is transferred to a different Ministerial Portfolio, Ministry or Department of the Crown,

this Deed of Recognition will automatically be terminated in respect of the Area or part of it.

7 Continued input

If the events specified in *clause 6(b)* and *(c)* occurs or there is a change in the applicable statutory management regime over the Area or part of it, the Crown agrees that it will take reasonable steps to ensure that Te Uri o Hau Governance Entity continues to have input into the management of the Area or part of it through the negotiation with Te Uri o Hau Governance Entity, by the Minister responsible for the new management or management regime, the Commissioner of Crown Lands or other responsible officer, as the case may be.



DEED OF RECOGNITION FOR ORUAWHARO RIVER STEWARDSHIP AREA

8 No assignment

Te Uri o Hau Governance Entity's rights and obligations under this Deed of Recognition are not assignable.

9 Interpretation

9.1 Terms defined in the Deed of Settlement and [Te Uri o Hau Claims Settlement Act []] will have the same meaning in this Deed. In addition:

concession has the meaning given to it in the Conservation Act 1987.

9.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

EXECUTED as a deed on []

SIGNED for and on behalf of
HER MAJESTY THE QUEEN in
 Right of New Zealand by
 [],
 the Minister of Conservation

in the presence of:

Name:

Occupation:

Address:

[Insert appropriate attestation for the Te Uri o Hau Governance Entity]



SCHEDULE 5.10
DEED OF RECOGNITION FOR PUKEKARORO SCENIC RESERVE

(Clause 5.2)

THIS DEED is made on *[insert date]*

PARTIES

- (1) **[Name of Te Uri o Hau Governance Entity]** (*Te Uri o Hau Governance Entity*)
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister of Conservation (*the Crown*)

BACKGROUND

- A On *[date]* Te Uri o Hau and the Crown entered into a Deed of Settlement (*the Deed of Settlement*) recording the matters required to give effect to a settlement of all of the historical claims of Te Uri o Hau.
- B Under section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.16* of the Deed of Settlement), Te Uri o Hau Governance Entity and the Crown agreed to enter into Deeds of Recognition acknowledging, on the terms identified below, Te Uri o Hau statement of the cultural, spiritual, historic, and traditional association on which the mana and tangata whenua status of Te Uri o Hau in relation to specific areas is based.

ACCORDINGLY, the parties acknowledge and agree as follows:

1 Specific area of Pukekaroro Scenic Reserve

The area which is the subject of this Deed is the area known as Pukekaroro Scenic Reserve (*the Area*), as shown on SO Plan 70042. The Area is administered by the Department of Conservation.

2 Cultural, spiritual, historic and traditional associations of Pukekaroro Scenic Reserve

Under section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.3(c)* of the Deed of Settlement), the Crown acknowledges Te Uri o Hau statement of Te Uri o Hau cultural, spiritual, historic, and traditional association to Pukekaroro Scenic Reserve, as set out below.

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“The maunga (mountain) Pukekaroro is of great importance to Te Uri o Hau. Pukekaroro was a key strategic site for Te Uri o Hau as from the very top you are able to see the Mangawhai Heads to the east and the Kaipara Harbour entrance to the west. Traditionally Te Uri o Hau used the timber that grew on the mountain to build waka, which were renown for their seaworthiness.

During the battle known as Te Ika Ranganui in 1825, Karoro, a rangatira who had a pa site at the very top of the mountain retrieved many Te Uri o Hau dead and wounded from the surrounding area and carried them up to the pa so they would not be found by the enemy. Pukekaroro is of special spiritual significance to Te Uri o Hau because of the many wahi tapu (sacred area) sites on the mountain. The mountain has been tapu (sacred) since that battle and remains so today.

The mauri (life force) of Pukekaroro represents the essence that binds the physical and spiritual elements together, generating and upholding all life. All elements of the natural environment possess a life force and all life is related. Mauri is a critical element of the spiritual relationship of Te Uri o Hau with Pukekaroro.”

3 Role of Te Uri o Hau Governance Entity

3.1 By reason of the Crown’s acknowledgement of the statement of association described in *clause 2*, Te Uri o Hau Governance Entity must be consulted and regard had to its views relating to the association described in *clause 2* concerning the following management and administration activities which may be undertaken from time to time by the Crown in relation to the land within the Area:

- (a) the preparation, consistent with Part IIIA of the Conservation Act 1987, sections 40A and 40B of the Reserves Act 1977 and section 47 of the National Parks Act 1980, of all Conservation Management Strategies, Conservation Management Plans and/or National Park Management Plans which relate to the Area;
- (b) the preparation of all non-statutory plans, strategies or programmes for the protection and management of the Area in the relation to the following:
 - (i) any programme to identify and protect indigenous plants;
 - (ii) any survey to assess current and future visitor activities;



- (iii) any programme to identify and protect wildlife;
 - (iv) any programme to eradicate pests and weeds or other introduced species; or
 - (v) any survey to identify the number and type of concessions which may be appropriate; and
- (c) the location, construction and relocation of any structures, huts, signs and tracks.

3.2 In order to enable Te Uri o Hau Governance Entity to fulfil its role under *clause 3.1* the Crown will provide Te Uri o Hau Governance Entity with relevant information to enable Te Uri o Hau Governance Entity to consider and advise its views to the Crown on any matter on which it is consulted.

3.3 The Crown will inform Te Uri o Hau Governance Entity of all concession applications to the Area (but retains the discretion to withhold commercially sensitive material).

4 Other provisions

Under sections [] of [Te Uri o Hau Claims Settlement Act []]
(*clause 5.2.21 to 5.2.23* of the Deed of Settlement):

- (a) except as expressly provided in this Deed of Recognition:
- (i) this Deed of Recognition does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
 - (ii) without limiting *clause 4.1(a)*, no person or entity, in considering any matter or making any decision or recommendation under any statute, regulation, or bylaw may give any greater or lesser weight to Te Uri o Hau association to the Area than that person or entity would give under the relevant statute, regulation or bylaw, if this Deed of Recognition did not exist in respect of the Area;
- (b) except as expressly provided in this Deed of Recognition, this Deed does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement;



DEED OF RECOGNITION FOR PUKEKARORO SCENIC RESERVE

- (c) except as expressly provided in this Deed of Recognition, this Deed does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Area; and
- (d) nothing in this Deed requires the Crown to undertake any management function referred to in *clause 4*.

5 No limitation on Crown

The entry into this Deed does not preclude the Crown from entering into a Deed of Recognition in respect of Pukekaroro Scenic Reserve with a party or parties other than Te Uri o Hau or Te Uri o Hau Governance Entity.

6 Termination

Under section [] of [Te Uri o Hau Claims Settlement Act []]
(*clause 5.2.18* of the Deed of Settlement), if:

- (j) Te Uri o Hau Governance Entity and the Crown agree in writing that this Deed of Recognition is no longer appropriate in respect of the Area or part of it; or
- (k) The Area or part of it is transferred by the Crown to a person or body other than the Crown; or
- (l) The responsibility for managing the Area or part of it is transferred to a different Ministerial Portfolio, Ministry or Department of the Crown,

this Deed of Recognition will automatically be terminated in respect of the Area or part of it.

7 Continued input

If the events specified in *clause 6(b)* and *(c)* occurs or there is a change in the applicable statutory management regime over the Area or part of it, the Crown agrees that it will take reasonable steps to ensure that Te Uri o Hau Governance Entity continues to have input into the management of the Area or part of it through the negotiation with Te Uri o Hau Governance Entity, by the Minister responsible for the new management or management regime, the Commissioner of Crown Lands or other responsible officer, as the case may be.



8 No assignment

Te Uri o Hau Governance Entity's rights and obligations under this Deed of Recognition are not assignable.

9 Interpretation

9.1 Terms defined in the Deed of Settlement and [Te Uri o Hau Claims Settlement Act []] will have the same meaning in this Deed. In addition:

concession has the meaning given to it in the Conservation Act 1987.

9.2 To the extent that any inconsistencies exist between this Deed of Recognition and the Deed of Settlement the provisions of the Deed of Settlement will prevail.

EXECUTED as a deed on []

SIGNED for and on behalf of
HER MAJESTY THE QUEEN in
 Right of New Zealand by
 [],
 the Minister of Conservation

in the presence of:

Name:

Occupation:

Address:

[Insert appropriate attestation for the Te Uri o Hau Governance Entity]

Deo.
 ✓

SCHEDULE 5.11
STATUTORY ACKNOWLEDGEMENT
FOR THE KAIPARA HARBOUR COASTAL AREA

(Clause 5.3)

1 Statutory Area

The area to which this statutory acknowledgement applies (*statutory area*) is the area known as the Kaipara Harbour, as shown on S.O. Plan 70053.

2 Preamble

Under section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.3* of the Deed of Settlement), the Crown acknowledges Te Uri o Hau statement of Te Uri o Hau cultural, spiritual, historic and traditional association to the Kaipara Harbour as set out below.

3 Cultural, spiritual, historic and traditional association of Te Uri o Hau with the Statutory Area

Te Uri o Hau has used the Kaipara Harbour for food and other resource gathering since long before 1840 and continue to do so today. Te Uri o Hau are kaitiaki (guardians) of the harbour and its resources.

There are many traditional land blocks surrounding the harbour that take their names from indigenous species that live within the Kaipara Harbour environs. There are natural features, which include sandbanks and reefs that have also been named after tupuna of Te Uri o Hau. Many whanau have also been given names that refer to these features. Indeed the very name given to the harbour, Kai meaning food and Para meaning King fern, is our acknowledgment of the sustenance obtained by our people in and around the harbour.

The Kaipara Harbour is a primary source of life and well being for Te Uri o Hau. The harbour has provided kaimoana (sea food) as well as communication routes. This is obvious in the placement of nga marae tuturu (the ancestral marae) of Te Uri o Hau at the headlands and on the foreshores of the harbour. Te Uri o Hau believe that water is the very life force of our people, a basic and core element providing for our own existence.

The harbour is a flowing together of the waters of many rivers as elaborated in the whaikorero (oral history) of our tupuna (ancestors) and honoured by each



generation thereafter. The harbour always been of the utmost importance to Te Uri o Hau.

Oruawharo River

The Oruawharo River was named after a rangatira, Ruawharo, who resided in the area around the river. The land adjoining the river, where the Te Uri o Hau marae “ Rangimarie” is sited is also named Oruawharo.

Te Uri o Hau have long gathered kaimoana (seafood) from this river and continue to do so today, particularly from the oyster reserve located on the river.

It was on this river that the first settlement of Albertlanders from Manchester was established in the Kaipara area. This settlement not only provided Te Uri o Hau with a market for their goods, but also enabled Te Uri o Hau and the settlers to interact with each other and learn from each other.

As you travel from the mouth of the Oruawharo River, towards the east, you reach the Topuni River, meaning the Rainbow River. Sometimes a rainbow forms above the meeting point of the Oruawharo River and the Topuni River. This rainbow, which can be seen at night as well as in the daylight, is vertical rather than a bow. When this rainbow is present, Te Uri o Hau believe that war is inevitable.

The mauri (life force) of the Oruawharo River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is critical element of the spiritual relationship of Te Uri o Hau with the Oruawharo River.

Wairoa River

The Wairoa River is one of the traditional communication links for all of Te Uri o Hau marae around the Kaipara Harbour. The awa (river) was used extensively throughout Te Uri o Hau history and last century prior to roads being established. Te Uri o Hau pa (fortified villages) sites, urupa (burial grounds) and wahi tapu (sacred areas) line the shores of the Wairoa River. The Waikaretu Marae was formerly located on the banks of the Wairoa River. It has now been relocated to higher ground.

Te Uri o Hau association with the Wairoa River has always been part of our history. Because it is the major transportation river of the northern Kaipara



harbour, many of Te Uri o Hau traditional histories involve the Wairoa. The numerous sandbanks and reefs along the length of the Wairoa River feature in many aspects of Te Uri o Hau history. Rongomai (Ariki of the Mahuhu ki te Rangi our ancestral waka) drowned on the west side of the Wairoa River; Mahanga (a Te Uri o Hau tupuna) and his people drowned at sandbanks now called "Te Wai a Mahanga" (the waters of Mahanga) and Te Hana (an important maiden in Te Uri o Hau history) rested on three sandbanks of the Wairoa during her swim to Okahukura. Te Uri o Hau kaumatua and kuia also speak of the taniwha (river guardians) whose presence may be observed at times.

For Te Uri o Hau, histories such as these represent the links and the continuity between past and present generations. They reinforce tribal identity and solidarity, and document the events that shaped Te Uri o Hau as a people.

The resources of the Wairoa River have sustained Te Uri o Hau for generations and still do today, although to a lesser degree. The Kaimoana (seafood) of the Wairoa River is special to Te Uri o Hau and is considered a taonga (treasure). Te Uri o Hau historically guarded this taonga with extreme jealousy, threatening to kill anyone caught taking their resources without permission, especially if those caught did not belong to the tribe.

The mauri (life force) of the Wairoa River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is critical element of the spiritual relationship for Te Uri o Hau.

Otamatea River

The Otamatea is a tidal tributary of the Kaipara Harbour. The land block known as "Ranganui" meaning the great spur divides the eastern end of the Otamatea into the Wairau River flowing northeast and the Kaiwaka River flowing southeast.

Te Uri o Hau know the part of the Otamatea River that is in front of the Ranganui as the Ranganui River. This part of the Otamatea River was crucial to Te Uri o Hau transportation and communication routes when travelling around the inner parts of their rohe. Traditionally Te Uri o Hau would travel by waka, past Ranganui, onto the Kaiwaka Creek, and then on to Mangawhai to gather kai moana. As you travel down the Ranganui River toward the northeast you arrive at the Wairau River, which takes you into the township of



Maungaturoto. To the southeast, the Ranganui River flows into the Kaiwaka River, which flows into the Kaiwaka Township.

Otamatea was named after Tamatea, a visitor from a distant region who traveled extensively throughout Aotearoa. When Tamatea came to the Ranganui River he found footprints along the banks of the tidal creek running from Kaiwaka into the Ranganui River, which indicated that the area was inhabited. In fact the area was inhabited, by Te Uri o Hau of Ngati Whatua who claimed to have been in the area since before the great migration.

Tamatea did not see Te Uri o Hau as they surrounded him. But he soon realised that he was surrounded and had no way to escape but to swim the river. Tamatea decided to call his God Raiera to come and protect him. Raiera came to him in a shape of a rock by the bank. Tamatea climbed on the rock and it drifted into the middle of the river. Out of curiosity Te Uri o Hau stormed the foreshore and induced Tamatea to return ashore. Tamatea accepted their invitation and thereafter Tamatea was greatly welcomed.

Before returning to the eastern coast, Tamatea said "In recognition of your kindness and hospitality, I will leave my God Raiera in this river as a bridge for my descendants in days to come". It is called Te Toka Turangi (The Rock of Tamatea) and the river was thereafter called Otamatea. Raiera has been seen at low tide, where the Kaiwaka Creek meets the Ranganui River and then on to the Otamatea River. It was last seen washed ashore at half tide mark outside Aotearoa Marae when Arama Karaka Haututu the Second died in the late 19th or early 20th century.

Some years after Tamatea left, his son lived in the Kaipara area for many years, before returning to the eastern coast. His descendants reside at Otamatea and Oruawharo today.

The Otamatea River played an important part in the life of Te Uri o Hau as part of their traditional communication routes in ancient times and continues to be important today. The Otamatea River is of great spiritual importance to Te Uri o Hau as there are many pa, wahi tapu (sacred areas) and urupa (burial sites) along both sides of the river. This river is also renowned for the many species of kaimoana that Te Uri o Hau used.

The mauri (life force) of the Otamatea River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is critical element of the spiritual relationship of Te Uri o Hau with the Otamatea River.



Arapaoa River

The Arapaoa River received its name, which in translation means Smoky Pathway, when Te Uri o Hau burnt off the scrub around the river once the land around the river was recognised as having good soil for planting crops. Te Uri o Hau Kaumatua and Kuia have said that the smoke was so thick that you had to take every precaution when travelling up the river.

The Arapaoa River flows east into the Pahi River and Paparua Creek moving in a northerly direction. Te Uri o Hau have a spiritual connection with the Arapaoa River, which is evident today by the many wahi tapu (sacred area) sites that can be seen along the river. The river was also one of the main kai moana (seafood) gathering places, and many nohoanga (temporary settlements) sites were established along both sides of the river.

Many of Te Uri o Hau wounded from the battle know as Te Ika Ranganui in 1825 died along the shores of the Arapaoa River.

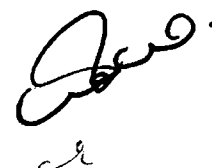
The mauri of the Arapaoa River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is critical element of the spiritual relationship of Te Uri o Hau with the Arapaoa River.

Whakakei River

Whakakei means “to lift the harvest” or to “lift the nets”. The Whakakei was well known for the big snapper that could be caught there due to the shellfish and worms found only in this area. The shellfish were similar to the Toheroa and the shells of these species are still found today on the land as well in the tidal mud flats. Because of the tremendous resources of this river, Pakarahaki, a rangatira of Te Uri o Hau, reserved it as his own fishing ground.

Te Uri o Hau have spiritual connections to the Whakakei river as seen by the many wahi tapu (sacred areas) sites on both sides of the river. The many kai moana (sea food) species that Te Uri o Hau would seasonally gather from the river are evident from the many middens within the traditional nohoanga (temporary settlements) areas.

As you travel towards the interior of the Whakakei, you pass the land known as Tuhirangi. The land along the river was very fertile and was used by Te Uri o Hau for many horticultural activities. Because of the fertility of the soil, Te Uri



o Hau gifted some of this land to the Reverend William Gittos and his family as a show of friendship and so they would stay in the Kaipara area.

The mauri (life force) of the Whakakei River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship of Te Uri o Hau with the Whakakei River.

4 Purposes of Statutory Acknowledgement

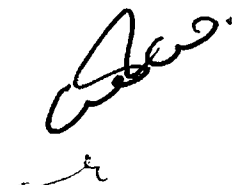
4.1 Under section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.2 of the Deed of Settlement*), and without limiting *clauses 5 and 6*, the only purposes of this statutory acknowledgement are:

- (a) to require that consent authorities forward summaries of Resource Consent applications to Te Uri o Hau Governance Entity as provided in section [] of [this Act] (*clause 5.2.8 of the Deed of Settlement*);
- (b) to require that consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this statutory acknowledgement in relation to the Kaipara Harbour, as provided in section [] of [Te Uri o Hau Claims Settlement Act []] (*clauses 5.2.4, 5.2.5 and 5.2.6 of the Deed of Settlement*); and
- (c) to enable Te Uri o Hau Governance Entity and any member of Te Uri o Hau to cite this statutory acknowledgement as evidence of the association of Te Uri o Hau to the Kaipara Harbour as provided in section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.11 of the Deed of Settlement*).

5 Limitations on effect of Statutory Acknowledgement

5.1 Except as expressly provided in sections [], and [] of [Te Uri o Hau Claims Settlement Act []] (*clauses 5.2.2, 5.2.4, 5.2.5, 5.2.6, 5.2.11, and 5.2.17 of the Deed of Settlement*):

- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
- (b) without limiting *clause 5.1(a)*, no person or entity, in considering any matter or making any decision or recommendation under statute,



STATUTORY ACKNOWLEDGEMENT FOR THE KAIPARA HARBOUR COASTAL AREA

regulation, or bylaw, may give any greater or lesser weight to Te Uri o Hau association with the Kaipara Harbour than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of the Kaipara Harbour.

- 5.2 Except as expressly provided in [Te Uri o Hau Claims Settlement Act []], this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement.
- 5.3 Except as expressly provided in [Te Uri o Hau Claims Settlement Act []], this statutory acknowledgement does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Kaipara Harbour.

6 No limitation on Crown

The existence of this statutory acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Kaipara Harbour to a party or parties other than Te Uri o Hau or Te Uri o Hau Governance Entity.



SCHEDULE 5.12
STATUTORY ACKNOWLEDGEMENT
FOR THE MANGAWHAI HARBOUR COASTAL AREA

(Clause 5.3)

1 Statutory Area

The area to which this statutory acknowledgement applies (*statutory area*) is the area known as the Mangawhai Harbour, as shown on S.O. Plan 70054.

2 Preamble

Under section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.3 of the Deed of Settlement*), the Crown acknowledges Te Uri o Hau statement of Te Uri o Hau cultural, spiritual, historic and traditional association to the Mangawhai Harbour as set out below.

3 Cultural, spiritual, historic and traditional association of Te Uri o Hau with the Statutory Area

Te Uri o Hau have an important spiritual relationship with Mangawhai Harbour due to the many wahi tapu (sacred areas) sites in the area. Traditionally, prior to the battle of Te Ika a Ranganui, Te Uri o Hau gathered kaimoana (sea food) from the harbour. We also gathered materials for making tools for tattooing and cutting hair, flax fibres for use in certain types of weaving, and coastal grass species for tukutuku panels (woven panels) from the Harbour and surrounding area.

There are many Te Uri o Hau traditional nohoanga (temporary settlements) within the Mangawhai area, where we would camp to enable us to gather what we required. We would then travel back to our kainga (villages) beside the Kaipara Harbour. The Mangawhai Harbour is on the eastern rim of Te Uri o Hau rohe and played a role as a major resource kete (food basket).

In 1825 the battle know as Te Ika Ranganui began in this area. A great many Te Uri o Hau people died during this battle. As a result of this battle, Te Uri o Hau consider that the area from and including the Mangawhai Harbour to Kaiwaka and beyond is tapu (sacred).

The mauri (life force) of the Mangawhai Harbour represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force and all forms of life are



related. Mauri is the critical element of the spiritual relationship of Te Uri o Hau with the Mangawhai Harbour.

4 Purposes of Statutory Acknowledgement

- 4.1 Under section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.2 of the Deed of Settlement*), and without limiting *clause 5 and 6*, the only purposes of this statutory acknowledgement are:
- (a) to require that consent authorities forward summaries of Resource Consent applications to Te Uri o Hau Governance Entity as provided in section [] of [this Act] (*clause 5.2.8 of the Deed of Settlement*);
 - (b) to require that consent authorities, the Historic Places Trust or the Environment Court as the case may be, have regard to this statutory acknowledgement in relation to the Mangawhai Harbour, as provided in section [] of [Te Uri o Hau Claims Settlement Act []] (*clauses 5.2.4, 5.2.5 and 5.2.6 of the Deed of Settlement*); and
 - (c) to enable Te Uri o Hau Governance Entity and any member of Te Uri o Hau to cite this statutory acknowledgement as evidence of the association of Te Uri o Hau to the Mangawhai Harbour as provided in section [] of [Te Uri o Hau Claims Settlement Act []] (*clause 5.2.11 of the Deed of Settlement*).

5 Limitations on effect of Statutory Acknowledgement

- 5.1 Except as expressly provided in sections [], and [] of [Te Uri o Hau Claims Settlement Act []] (*clauses 5.2.2, 5.2.4, 5.2.5, 5.2.6, 5.2.11 and 5.2.17 of the Deed of Settlement*):
- (a) this statutory acknowledgement does not affect, and is not to be taken into account in, the exercise of any power, duty, or function by any person or entity under any statute, regulation, or bylaw; and
 - (b) without limiting *clause 5.1(a)*, no person or entity, in considering any matter or making any decision or recommendation under statute, regulation, or bylaw, may give any greater or lesser weight to Te Uri o Hau association with the Mangawhai Harbour than that person or entity would give under the relevant statute, regulation, or bylaw, if this statutory acknowledgement did not exist in respect of the Mangawhai Harbour.



STATUTORY ACKNOWLEDGEMENT FOR THE MANGAWHAI COASTAL AREA

- 5.2 Except as expressly provided in [Te Uri o Hau Claims Settlement Act []], this statutory acknowledgement does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement.
- 5.3 Except as expressly provided in [Te Uri o Hau Claims Settlement Act []], this statutory acknowledgement does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Mangawhai Harbour.

6 No limitation on Crown

The existence of this statutory acknowledgement does not preclude the Crown from providing a statutory acknowledgement in respect of the Mangawhai Harbour to a party or parties other than Te Uri o Hau or Te Uri o Hau Governance Entity.



NOHOANGA SITES

**SCHEDULE 5.13
NOHOANGA SITES**

(Clause 5.4.1)

Waterway	Nohoanga Site	Legal Description/ S.O. Plan number	Special Conditions
Lake Whakaneke	Lake Whakaneke	3563 square metres, more or less, being Section 3 SO Plan 70272, situated in Block 1, North Head Survey District. Part Certificate of Title 238/105.	(1) No domestic animals permitted (2) The Department of Conservation and Te Uri o Hau recognise the fragile dune environment of the Pouto Stewardship Area. The Department of Conservation will, after consultation with Te Uri o Hau Governance Entity, set conditions for vehicle access on an annual basis.
Kaipara Harbour	Te Taa Hinga	1.0000 hectares, more or less, being Section 4 SO Plan 70272, situated in Block II, Okaka Survey District	



NOHOANGA SITES

Lake Mokeno	Lake Mokeno	1.0520 hectares, more or less being Section 2 SO Plan 70272, situated in Block I, North Head Survey District. Part Certificate of Title 238/105.	(1) No domestic animals permitted (2) The Department of Conservation and Te Uri o Hau recognise the fragile dune environment of the Pouto Stewardship Area. In recognition of this, the Department of Conservation will, after consultation with Te Uri o Hau Governance Entity, set conditions for vehicle access on an annual basis.
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SCHEDULE 5.14
FORM OF NOHOANGA ENTITLEMENT

(Clause 5.4.2)

THIS NOHOANGA ENTITLEMENT is created and granted on *[insert date]*

PARTIES

- (1) **[Name of Te Uri o Hau Governance Entity]** (*Te Uri o Hau Governance Entity*).
- (2) **HER MAJESTY THE QUEEN** in right of New Zealand acting by the *[Landholding Agent]* and *[the Minister of Conservation and the Minister of Maori Affairs]* (*the Crown*).

BACKGROUND

- A. On [], the Crown and Te Uri o Hau entered into a deed of settlement (the “deed of settlement”) recording the matters required to give effect to a settlement of all the historical claims of Te Uri o Hau.
- B. Under the provisions of the deed of settlement, Te Uri o Hau Claims Settlement Act [] provides for the granting as redress of Nohoanga Entitlements on the terms set out in the deed of settlement.

THE PARTIES agree as follows:

1 INTERPRETATION

1.1 Definitions from Act

Terms defined in the deed of settlement and Te Uri o Hau Claims Settlement Act [] will have the same meaning in this Nohoanga Entitlement.

1.2 Other definitions

[Insert other definitions as required by specific Nohoanga Entitlements].

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2 ENTITLEMENT LAND

The area which is the subject of this Nohoanga Entitlement is [*insert description of site and/or attach plans/map*] (the "Entitlement Land") being adjacent to [*insert name of lake/river*] (the "Waterway").

3 CREATION OF NOHOANGA ENTITLEMENT

The Crown hereby creates and grants in favour of Te Uri o Hau Governance Entity a Nohoanga entitlement to occupy temporarily and exclusively the Entitlement Land on a non-commercial basis for the purposes of permitting members of Te Uri o Hau to have access to the Waterway for lawful fishing and lawful gathering of other natural resources in the vicinity, on the terms and conditions set out in this Nohoanga Entitlement.

4 TERMS OF NOHOANGA ENTITLEMENT

4.1 Length of Nohoanga Entitlement

The initial term of this Nohoanga Entitlement shall be a period of ten years from the Settlement Date.

4.2 Nohoanga Entitlement shall be renewed

Unless terminated under *clause 5*, this Nohoanga Entitlement shall be renewed at the expiry of its term at the option of Te Uri o Hau Governance Entity for further terms of ten years each.

4.3 Nohoanga Entitlement period

Te Uri o Hau Governance Entity may occupy the Entitlement Land to the exclusion of any other person (other than agents of the Crown or other persons empowered by statute undertaking their normal functions in relation to the Entitlement Land) for up to 210 days in any calendar year (such days to exclude any day from 1 May to 15 August inclusive).

4.4 Temporary camping shelters

Te Uri o Hau Governance Entity may erect camping shelters or similar temporary dwellings during the period or periods that the right to occupy the Entitlement Land under *clause 4.3* is being exercised, provided that Te Uri o Hau Governance Entity must:

- (a) remove such camping shelters or temporary dwellings at any time when the right to temporarily occupy the Entitlement Land is not being exercised under *clause 4.3*; and



- (b) leave the Entitlement Land in substantially the same condition as it was in at the beginning of the period in each year when occupation may commence under *clause 4.3*, except for temporary effects normally associated with this type of occupation.

4.5 Activities on Entitlement Land

Notwithstanding *clause 4.4*, but subject to *clause 4.5(a) to 4.5(d)* and *4.7*, Te Uri o Hau Governance Entity may, with the consent of the Landholding Agent, undertake such activities on the Entitlement Land as may be reasonably necessary to enable the Entitlement Land to be used for the purposes set out in *clause 4*, provided that:

- (a) the giving of consent by the Landholding Agent under this clause shall be completely at his or her discretion and subject to such conditions, as he or she thinks fit;
- (b) where the Entitlement Land is land held under the Conservation Act 1987 or any Act in the First Schedule to that Act the Landholding Agent may, in considering whether to give consent under this clause, require an environmental impact report in relation to the proposed activities, and an audit of that report at Te Uri o Hau Governance Entity's expense, and impose reasonable conditions to avoid, remedy, or mitigate any adverse effects of the activity on the Entitlement Land the surrounding land or any wildlife;
- (c) when applying for any consent under this clause Te Uri o Hau Governance Entity shall provide to the Landholding Agent details of the proposed activity, including but not limited to:
- (i) the effect of the activity on the Entitlement Land and, where the Entitlement Land is land held under the Conservation Act 1987 or any Act in the First Schedule to that Act, on the surrounding land and upon any wildlife;
 - (ii) any proposed measures by Te Uri o Hau Governance Entity to avoid, remedy, or mitigate any adverse effects; and
- (d) if the Crown has complied with its obligations under this Nohoanga Entitlement, it shall not be obliged to compensate Te Uri o Hau Governance Entity for any activities undertaken by Te Uri o Hau Governance Entity under this clause, whether on termination of this Nohoanga Entitlement or at any other time.



4.6 Continuing public access along Waterway

The creation and granting by the Crown, and exercise by Te Uri o Hau Governance Entity, of this Nohoanga Entitlement shall not impede public access along the Waterway.

4.7 Compliance with laws

Te Uri o Hau Governance Entity, and any activity carried on by Te Uri o Hau Governance Entity on the Entitlement Land, (including any work undertaken on the Entitlement Land under *clause 4.5*) is subject to all laws, bylaws, regulations, and land and water management practices relating to the Entitlement Land including the need, as required, to apply for resource consent under the Resource Management Act 1991.

4.8 Notification of activities

In carrying out land and water management and practices relating to the Entitlement Land, the Landholding Agent must have regard to the existence of this Nohoanga Entitlement and will notify Te Uri o Hau Governance Entity of any activity which may affect Te Uri o Hau Governance Entity, and will avoid unreasonable disruption to Te Uri o Hau Governance Entity.

4.9 Nohoanga Entitlement non-assignable

Te Uri o Hau Governance Entity's rights under this Nohoanga Entitlement are not assignable.

4.10 Enforceability

4.10.1 During the term of this Nohoanga Entitlement and while Te Uri o Hau Governance Entity is occupying the Entitlement Land under the terms of this Nohoanga -Entitlement, it shall be enforceable by Te Uri o Hau Governance Entity against persons who are not parties to the deed of settlement as if it was the owner of the Entitlement Land.

4.10.2 The Crown is not obliged to enforce the rights of Te Uri o Hau Governance Entity under this Nohoanga Entitlement against persons who are not parties to the deed of settlement on behalf of Te Uri o Hau Governance Entity.

4.11 Rights to alienate adjacent land

The existence and exercise of this Nohoanga Entitlement will not restrict the Crown's right to alienate either the Entitlement Land or land adjacent to the Entitlement Land or land adjacent to the Waterway next to which the Entitlement Land is situated.



4.12 Access ensured

If the Crown alienates, or changes the classification or status of land adjacent to the Entitlement Land, with the result that lawful access to the Entitlement Land no longer exists, the Crown will, subject to its obligations to comply with any statutory or regulatory requirements, ensure that Te Uri o Hau Governance Entity continues to have the same type of access to the Entitlement Land as existed prior to such alienation or change of classification or status, unless and until this Nohoanga Entitlement is terminated under *clause 5*.

4.13 Suspension of Nohoanga Entitlement

Subject to *clause 4.8*, this Nohoanga Entitlement may be suspended at any time at the discretion of the Landholding Agent, after consulting with Te Uri o Hau Governance Entity and having particular regard to its views, if thought necessary for reasons of management in accordance with the purposes for which the Entitlement Land is held. Notwithstanding *clause 4.3*, if this Nohoanga Entitlement is suspended, the rights under this Nohoanga Entitlement may be exercised by Te Uri o Hau Governance Entity outside the entitlement period described in *clause 4.3* for a time equal to the period of suspension.

4.14 Service charges

Te Uri o Hau Governance Entity is liable to pay rates, charges, and fees payable under section 7 of the Rating Powers Act 1988 in respect of the Entitlement Land, in proportion to the period for which Te Uri o Hau Governance Entity is entitled to occupy the Entitlement Land under *clause 4.3*.

5 TERMINATION

5.1 Breach of terms of Nohoanga Entitlement

- 5.1.1 Subject to *clause 5.1.4*, if Te Uri o Hau Governance Entity defaults in performing any of its obligations under this Nohoanga Entitlement, and such default is capable of remedy, the Crown may give written notice to Te Uri o Hau Governance Entity specifying the default and the remedy which the Crown requires (which remedy must be reasonable in the relevant circumstances).
- 5.1.2 Unless within 41 Business Days after the giving of notice under *clause 5.1.1* the default specified in the notice has been remedied or appropriate action has been taken to remedy the default as required in the notice the Crown may immediately terminate this Nohoanga Entitlement by notice in writing to Te Uri o Hau Governance Entity.



- 5.1.3 If the default is not one which is capable of remedy the Crown may immediately terminate this Nohoanga Entitlement by notice in writing to Te Uri o Hau Governance Entity.
- 5.1.4 On termination of this Nohoanga Entitlement under *clauses 5.1.2 or 5.1.3*, Te Uri o Hau Governance Entity shall be entitled to apply to the Minister of Maori Affairs for a replacement Nohoanga Entitlement meeting the criteria set out in clause 5.4.3 of the Deed of Settlement after the expiry of two years from the date of termination of this Nohoanga Entitlement.
- 5.1.5 *Clause 5.1.4* shall survive the termination of this Nohoanga Entitlement.

5.2 Termination for other reasons

- 5.2.1 The Crown may terminate this Nohoanga Entitlement by giving written notice to Te Uri o Hau Governance Entity if:
- (a) the Crown alienates the Entitlement Land; or
 - (b) the Entitlement Land is destroyed or permanently detrimentally affected by any natural cause; or
 - (c) it is a condition of this Nohoanga Entitlement set out in *clause 7* that the Entitlement Land is reserve land which may be required by the Crown for the specific purpose for which it was originally set apart as a reserve and it becomes so required, or it is unformed legal road which becomes formed; or
 - (d) subject to *clause 4.12*, if lawful access to the Entitlement Land no longer exists.
- 5.2.2 Te Uri o Hau Governance Entity and the Crown may terminate this Nohoanga Entitlement by agreement in writing.

6 OTHER MATTERS

6.1 Rights not affected

Under section [] of Te Uri o Hau Claims Settlement Act [] except as expressly provided in this Nohoanga Entitlement, the existence of this Nohoanga Entitlement will not affect the lawful rights or interests of any person which is not a party to the deed of settlement.



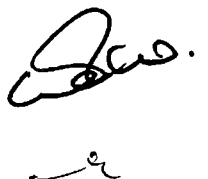
6.2 Limitation of rights

Under section [] of Te Uri o Hau Claims Settlement Act [] except as expressly provided in this Nohoanga Entitlement, the existence of this Entitlement will not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, the Entitlement Land.

7 SPECIAL CONDITIONS

[As set out in Schedule 5.13 of the Deed of Settlement for Nohoanga Site]

[insert appropriate attestations]

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SCHEDULE 5.15
RIGHT OF WAY IN RESPECT OF POUTO 2E7B2

(Clause 5.5)

Recitals

- A HER MAJESTY THE QUEEN in right of New Zealand acting by and through the MINISTER OF EDUCATION (*the Grantor*) is registered as proprietor of an estate in fee simple in all that parcel of land contained in Certificate of Title [], being Lot 2 Deposited Plan 39454 (*the Servient Land*).
- B [*The owners of Pouto 2E7B2 block (ML 9470)*] (*the Grantee*) is registered as proprietor of an estate in fee simple in all that parcel of land contained in Pouto 2E7B2 block (ML 9470) (*the Dominant Land*).

Operative Clause

- 1 The Grantor transfers and grants to the Grantee a vehicular right of way easement over the Servient Land on the terms, conditions, covenants and restrictions contained in this memorandum to the intent that from the date of this memorandum the easements shall be appurtenant to the Dominant Land in perpetuity.

Right of Way Easement Terms

- 2 The Grantee together with the employees, tenants, agents, workmen, licensees and invitees of the Grantee shall have the full free right, liberty and licence from time to time and at all times by day and by night to pass, and repass, with or without motor vehicles, animals, machinery and implements of any kind over and along the Easement Land for all purposes connected with the use and enjoyment of the Dominant Land, but not for any other purpose.
- 3 In exercising its rights under this memorandum, the Grantee shall not interfere with the Grantor's use of the Easement Land.
- 4 The Grantee may not use the Easement Land or any part of the Easement Land other than for the purpose expressly set out in clause 2 of this memorandum. In particular, the Grantee may not in any way obstruct the Easement Land.
- 5 The Grantee shall be responsible for the cost of forming an accessway on the Easement Land.



- 6 The Grantee shall maintain any accessway formed over the Easement Land in good order, repair and condition. The cost of maintaining the accessway shall be borne by the parties in proportion to their use of the Easement Land. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party causing damage to the Easement Land then the cost of such maintenance and repair shall be borne by the party that caused the damage.
- 7 The Grantor shall not be responsible to the Grantee or to any other person for any loss or damage sustained by the Grantee or by any such person using any part of the Easement Land at its own risk in all respects.

General Terms

- (8 No power is implied for the Grantor to determine the Easement for breach of any provision in this memorandum (whether express or implied) or for any other cause, it being the intention of the parties that the Easement shall subsist for all time or until it is duly surrendered.
- 9 The covenants and powers contained in the Land Transfer Act 1952 and the Property Law Act 1952 in respect of easements shall apply to the extent that they are not expressly negated in this memorandum.

Dispute Resolution

- 10 If any dispute arises between the Grantor and Grantee concerning the rights created by this memorandum the parties shall enter into negotiations in good faith to resolve their dispute.
- (11 If the dispute cannot be resolved by the parties themselves then they shall explore whether the dispute can be resolved by use of an alternative dispute resolution technique.
- 12 If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Servient Land is situated. Such arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution. The parties' execution of this memorandum shall be deemed a submission to arbitration.



Interpretation

In these conditions, unless the context otherwise requires:

Easement means the vehicular right of way easement recorded by this memorandum; and

Easement Land means that part of the land marked “[]” on Deposited Plan 204135.



RFR SHELLFISH SPECIES

SCHEDULE 5.16
DEED GRANTING A RIGHT OF FIRST REFUSAL OVER
SHELLFISH QUOTA

(Clause 5.8.1)

Date: [].

BETWEEN:

- (1) [*insert here name of Te Uri o Hau Governance Entity*] (“*Te Uri o Hau Governance Entity*” and “*Governance Entity*”); and
- (2) HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND (*the Crown*)

BACKGROUND:

- A. Te Uri o Hau Governance Entity and the Crown are parties to a Deed of Settlement To Settle Te Uri o Hau Historical Claims dated [*insert here date of Deed of Settlement*] (the “*Deed of Settlement*”).
- B. The Crown agreed under the Deed of Settlement that the Crown would, by the Settlement Date under that Deed, enter into a deed in the form of this Deed granting Te Uri o Hau Governance Entity a right of first refusal over certain Shellfish Quota.
- C. This Deed is in satisfaction of the obligations of the Crown referred to in *Background B*.

NOW THEREFORE the parties agree as follows:

1 DEFINITIONS AND INTERPRETATION**1.1 Definitions**

In this Deed, unless the context otherwise requires:

Applicable Quota means Quota of the kind referred to in *clause 3*;

Applicable Species means a species referred to in the *First Schedule*;

Applicable TACC has the meaning given to that term by *clause 2(b)*;

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RFR SHELLFISH SPECIES

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 same meaning as in section 2(1) of the Public Finance Act 1989;

Crown Body means:

- (a) the Crown (whether acting through a Minister or otherwise);
- (b) a Crown entity (as defined in the Public Finance Act 1989) and includes the New Zealand Railways Corporation;
- (c) a State enterprise (as defined in 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 any subsidiary of, or related company to, any such company or body;

Deed of Settlement has the meaning given by *Background B*;



RFR SHELLFISH SPECIES

Expiry Date means, in respect of an RFR Notice, the date 1 month after the RFR Notice is received by Te Uri o Hau Governance Entity;

Fisheries Legislation means the Fisheries Act 1983 or the Fisheries Act 1996;

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 Legislation;

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

Quota means quota under the Fisheries Legislation;

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

Quota Management System means a quota management system established under Part IV of the Fisheries Act 1996 (or under Part IIA or Part IIB of the Fisheries Act 1993, as the case may be);

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

Required Minimum Amount, in relation to Applicable Quota, means an amount of that Applicable Quota calculated under *clause 5.1* or *5.2* (whichever is applicable);

RFR Notice and *Notice* means a notice under *clause 6.1*;

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;

Shellfish Quota means Quota in relation to an Applicable Species (being a species referred to in the *First Schedule*);



RFR SHELLFISH SPECIES

Te Uri o Hau Shellfish RFR Area has the same meaning as in the Deed of Settlement and is the area identified in the map included in the *Second Schedule*; and

Total Allowable Commercial Catch or *TACC* means a total allowable commercial catch for a species under section 20 of the Fisheries Act 1996 (or specified for a fishery under section 28C(1), section 28CA, section 280B, or section 280C of the Fisheries Act 1983, as the case may be).

1.2 Interpretation

The rules of interpretation set out in clause 13.2 of the Deed of Settlement apply to the interpretation of this Deed.

2 THIS DEED APPLIES IF THE MINISTER SETS A TACC OF A CERTAIN KIND

This Deed applies only if, during the period of 50 years from the Settlement Date, the Minister of Fisheries:

- (a) declares, under the Fisheries Legislation, an Applicable Species to be subject to Quota Management System; and
- (b) sets, under the Fisheries Legislation, a Total Allowable Commercial Catch (a "TACC") for that Applicable Species for a Quota Management Area that includes some or all of the coastline of Te Uri o Hau Shellfish RFR Area (an "Applicable TACC").

3 THIS DEED APPLIES ONLY TO QUOTA ALLOCATED TO THE CROWN UNDER AN APPLICABLE TACC

This Deed applies only to Quota ("Applicable Quota") that:

- (a) relates to an Applicable TACC; and
- (b) has been allocated to the Crown as either:
 - (i) Individual Transferable Quota (and not as Provisional Individual Transferable Quota) under section 49(1) of the Fisheries Act 1996;or



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- (i) Provisional Individual Transferable Quota that has become Individual Transferable Quota under section 49(3) of the Fisheries Act 1996.

4 THE CROWN MUST OFFER MINIMUM AMOUNT OF APPLICABLE QUOTA TO THE GOVERNANCE ENTITY

Before the Crown sells any Applicable Quota relating to an Applicable TACC, the Crown must offer (in accordance with *clause 6*) Te Uri O Hau Governance Entity the right to purchase no less than the Required Minimum Amount of the Applicable Quota relating to that Applicable TACC calculated in accordance with *clause 5.1* or *clause 5.2* (whichever is applicable).

5 CALCULATION OF REQUIRED MINIMUM AMOUNT OF APPLICABLE QUOTA TO BE OFFERED

5.1 Where:

- (a) the Crown has been allocated Applicable Quota relating to an Applicable TACC; and
- (b) no person was eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC; -

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

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

5.2 Where:

- (a) the Crown has been allocated Applicable Quota relating to an Applicable TACC; and
- (b) a person, or persons, were eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC; -

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

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

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5.3 For the purposes of this clause:

“A” is the length of coastline of Te Uri o Hau Shellfish 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 TACC ;

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

“x” is the Required Minimum Amount of Applicable Quota.

5.4 For the purposes of this clause:

- (a) the length of coastline of Te Uri o Hau Shellfish 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
- (b) in particular, but without limiting the Crown’s ability to use a different method, the Crown may determine that the length of coastline of Te Uri o Hau Shellfish RFR Area means the aggregate of the following distances (those distances being determined by the Crown):
- (i) the distance between Fisheries Point (Mt Wesley Coast Road where intersects coast) (approximately 2581687E, 6577301N)] and Fisheries Point (Extension of SE bdy of Pt Oturei M5 to where intersects coast) (approximately 2585059E, 6572357N);
 - (ii) the distance between Fisheries Point (Co-ordinates being 2587095E, 6569508N in terms of NZ Map Grid metres) and Fisheries Point (Navigational Beacon at Pouto Point) (approximately 2616558E, 6536990N);
 - (iii) the distance between Fisheries Point (Extension of NE bdy of Lot 1 DP 138522 to where intersects coast) (approximately 2659150E, 6558154N) and Fisheries Point (NE bdy of Lot 1DP 71829 at the Mangawhai Heads) (approximately 2654424E, 6567370N); and
 - (iv) the distance between Fisheries Point (Sth bdy of Sec 1 Town of Molesworth at the Mangawhai Heads) (approximately 2654475E, 6567457N) and Fisheries Point (Extension of NE bdy of Allot 31 Suburbs of Molesworth to where intersects coast) (approximately 2654154E, 6568641N);



RFR SHELLFISH SPECIES

(such Fisheries Points being approximately marked on the map of Te Uri o Hau Shellfish RFR Area included as the *Second Schedule*).

6 CROWN MUST GIVE NOTICE BEFORE SELLING APPLICABLE QUOTA

6.1 Crown must give offer by written notice

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

6.2 Crown may withdraw RFR Notice

The Crown may withdraw any RFR Notice given to Te Uri o Hau Governance Entity under *clause 6.1* at any time before Te Uri o Hau Governance Entity accepts the offer in that Notice under *clause 7*.

6.3 Effect of Withdrawing RFR Notice

If the Crown withdraws an RFR Notice, *clause 4* still applies to the Applicable Quota referred to in that Notice.

6.4 Crown has no Obligation in relation to balance of Applicable Quota

Where the Crown has given, in accordance with *clause 6.1*, an RFR Notice in relation to Applicable Quota relating to an Applicable TACC, the Crown has no obligations under this Deed in relation to the balance of the Applicable Quota (if any) not referred to in that Notice that also relate to that Applicable TACC.

7 ACCEPTANCE OF RFR NOTICE BY THE GOVERNANCE ENTITY

A contract for the Sale of the Applicable Quota referred in an RFR Notice (or a lesser amount referred to in the acceptance) is constituted between the Crown and Te Uri o Hau Governance Entity if that Governance Entity accepts the offer in that RFR Notice (or accepts a lesser amount) of Applicable Quota:

- (a) by notice in writing to the Crown; and



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(b) by the relevant Expiry Date.

8 NON-ACCEPTANCE BY THE GOVERNANCE ENTITY

If:

- (a) the Crown gives Te Uri o Hau Governance Entity an RFR Notice; and
- (b) the Governance Entity does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date; -

the Crown:

- (c) may, at any time during the period of 2 years from the Expiry Date, Sell any of Applicable Quota referred to in that RFR Notice that is not accepted by the Te Uri o Hau Governance Entity if the price per Quota Share, and 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
- (d) must, promptly after entering into an agreement to Sell any Applicable Quota referred to in the RFR Notice to a purchaser, give written notice to Te Uri o Hau Governance Entity of that fact and disclosing the terms of the agreement; and
- (e) must not Sell any of that Applicable Quota referred to in the RFR Notice after the end of that 2 year period without first offering to Sell that Applicable Quota to Te Uri o Hau Governance Entity in an RFR Notice under *clause 6.1*.

9 RE-OFFER REQUIRED

If:

- (a) the Crown has given Te Uri o Hau Governance Entity an RFR Notice; and
- (b) the Governance Entity does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date; and



RFR SHELLFISH SPECIES

- (c) the Crown proposes to offer any of those Applicable 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 in the RFR Notice; then
- (d) the Crown may do so only if it first offers that Applicable Quota for Sale on the more favourable terms to the Governance Entity in an RFR Notice under *clause 6.1*.

10 EFFECT OF THIS DEED

10.1 Nothing in this Deed will require the Crown to:

- (a) purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996; or
- (b) introduce any of the Applicable Species into the Quota Management System; or
- (c) require the Crown to offer for sale any Applicable Quota held by the Crown.

10.2 Te Uri o Hau Governance Entity acknowledges that the introduction of any of the Applicable Species into a Quota Management System may not result in any, or any significant, holdings by the Crown of Applicable Quota for that species.

10.3 Nothing in this Deed affects, or derogates from, and the rights and obligations created by this Deed are subject to:

- (a) any legislation or rule of law that must be complied with before any Applicable Quota is sold to Te Uri o Hau Governance Entity;
- (b) any legal requirement that:
 - (i) prevents or limits the Crown's ability to Sell the Applicable Quota to Te Uri o Hau Governance Entity; and
 - (ii) 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); and



- (c) any requirements under any legislation or rule of law that the Crown must Sell the Applicable Quota to any third party.

11 THIS DEED DOES NOT APPLY IN CERTAIN CASES

11.1 Sales to certain persons are exempt

Clause 4 does not apply if the Crown is Selling Applicable Quota to:

- (a) Te Uri o Hau Governance Entity; or
- (b) a Crown Body, if that Crown Body takes the Applicable Quota subject to the terms of this Deed and enters into a deed of covenant (at the Crown's expense) in favour of Te Uri o Hau Governance Entity in the form set out in the *Third Schedule* to this Deed.

12.2 Effect of exempt disposals to Crown Bodies

A Crown Body to whom Applicable Quota is being sold under *clause 10.3* is not required to enter into a deed under *clause 11*.

12 TIME LIMITS

Time is of the essence for all time limits imposed on the Crown and Te Uri o Hau Governance Entity under this Deed. The Crown and Te Uri o Hau Governance Entity may agree in writing to an extension of time limits.

13 ENDING OF RIGHT OF FIRST REFUSAL

14.1 RFR ends on Sale which complies with this Deed

The obligations of the Crown set out in the Deed shall end in respect of any Applicable Quota on a transfer of the Applicable Quota in accordance with *clauses 7, 8, 10.3 or 11.1*.

14.2 RFR ends after 50 years

The obligations of the Crown set out in this Deed end 50 years after the Settlement Date.



RFR SHELLFISH SPECIES

FIRST SCHEDULE
APPLICABLE SPECIES
(Clause 1.1 of this Deed)

Maori Name	Common Name	Formal Name
Toheroa	Toheroa	<i>Paphies ventricosa</i>
Tuatua	Tuatua	<i>Paphies subtriangulata,</i> <i>Paphies donacina</i>
Purimu	Surf-clams	<i>Dosinea anus, Paphies</i> <i>donacina, Mactra discors,</i> <i>Mactra murchisoni, Spisula</i> <i>aequilatualas, Bassina yatei,</i> <i>or Dosinia subrosea</i>
Papaka	Paddlecrab	<i>Ovalipes catharus</i>



RFR SHELLFISH SPECIES

SECOND SCHEDULE
(Clauses 1.1 and 5.4 of this Deed)

TE URI O HAU SHELLFISH RFR AREA

[Map to be attached]

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RFR SHELLFISH SPECIES

THIRD SCHEDULE
*(Clause 12.1(b) of this Deed)***DEED OF COVENANT**

Date:

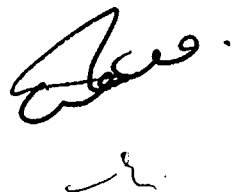
PARTIES

- (1) [TE URI O HAU GOVERNANCE ENTITY] *(Te Uri o Hau Governance Entity)*
- (2) [THE CROWN BODY] *(New Owner)*
- (3) [HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND] or [The Crown Body] *if this Deed relates to a second or subsequent intro-Crown disposal* *(Current Owner)*

BACKGROUND

- A The New Owner intends to take from the Current Owner a Sale of the Quota described in the schedule to this Deed ("*Quota*").
- B. The Quota is subject to a right of first refusal granted under a Deed of Granting a Right of First Refusal dated [] 2000 between the Crown and Te Uri o Hau ("*Principal Deed*") under a Deed of Settlement ("*Deed of Settlement*") dated [] 2000 between Te Uri o Hau and the Crown.
- C. Under the terms of the Principal Deed, the Current Owner must, before Selling the Quota to the New Owner, obtain a deed from the New Owner in favour of Te Uri o Hau Governance Entity ensuring that the New Owner takes the Quota subject to the terms of the Principal Deed. This Deed is entered into to give effect to the Current Owner's obligation.

NOW THEREFORE the parties agree as follows:



1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

In this Deed, unless the context requires otherwise:

terms or expressions that are not defined in this Deed, but that are defined in the Principal Deed, have the meaning given to them by the Principal Deed;

Effective Date means the date on which the New Owner takes a Sale of the Quota;

Quota has the meaning given to in *Background A*;

Principal Deed has the meaning given to it in *Background B*; and

Transfer means the transfer described in *clause 2*.

1.2 Interpretation

The rules of interpretation set out in *clause 13.2* of the Deed of Settlement also apply to the interpretation of this Deed.

2. TRANSFER BY CURRENT OWNER

The Current Owner transfers to the New Owner (with effect from the Effective Date) all its rights and obligations under the Principal Deed in so far as they relate to the Quota.

3. ACCEPTANCE BY NEW OWNER

The New Owner, for the benefit of the Current Owner and Te Uri o Hau Governance Entity, accepts the Transfer.

4. CONSENT AND RELEASE BY TE URI O HAU GOVERNANCE ENTITY

Te Uri o Hau Governance Entity:

- (a) consents to the Transfer; and



RFR SHELLFISH SPECIES

- (b) releases the Current Owner (with effect from the Effective Date) from all of its obligations under the Principal Deed in so far as they relate to the Quota.

EXECUTED as a deed on the date first written above

[Insert execution clauses]

Jaw.
CR

RFR SHELLFISH SPECIES

**SCHEDULE
THE QUOTA**

*[Quota to be inserted here in respect of a sale of Quota, if any, to a Crown
Body which takes the sale subject to this Deed of Covenant]*

Dec.
h

SCHEDULE 5.17
TE URI O HAU STATEMENT OF TE URI O HAU SPECIAL
ASSOCIATION WITH INDIGENOUS SPECIES

(Clause 5.11.2)

The whaikorero (oral history) of our tupuna from of old and now honoured by each generation thereafter places the utmost importance on the role of Te Uri o Hau as kaitiakitanga (guardians) for all the life forms of the environment. Te Uri o Hau have always believed that the environment including all indigenous species of fish, flora and fauna live are inter-related through whakapapa and all are precious to Te Uri o Hau. All species are important and all play their particular role within the environment. The integration of all species in the environment is woven within the wholistic pattern of life itself. Te Uri o Hau as a people are part and parcel of the environment itself.

Te Uri o Hau recognise that any negative effects on one species may cause ill effects for other species. Te Uri o Hau continue to maintain a kaitiaki (guardian) role to look after all species within our environment.

The mauri (life force) of all species is important to Te Uri o Hau, the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All species of the natural environment possess a life force and all forms of life are related.



SCHEDULE 5.18
FORM OF DEPARTMENT OF CONSERVATION PROTOCOL

(Clause 5.12.2(a))

A PROTOCOL issued by the CROWN through the MINISTER OF CONSERVATION regarding DEPARTMENT OF CONSERVATION / TE PAPA ATAWHAI INTERACTION with TE URI O HAU ON SPECIFIED ISSUES

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between Te Uri o Hau and the Crown (*the Deed of Settlement*), the Crown, through the Minister of Conservation (*the Minister*) agreed to issue a Protocol setting out how the Department of Conservation (*the Department*) will interact with [Te Uri o Hau Governance Entity] [*insert name and description once entity established in accordance with the Deed*] on specified issues.
- 1.2 Both the Department and Te Uri o Hau are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi principle of partnership that achieves over time the conservation policies, actions and outcomes sought by both Te Uri o Hau and the Department.
- 1.3 Te Uri o Hau accept a responsibility to preserve, protect, and manage natural and historic resources through its tino rangatiratanga and kaitiakitanga.
- 1.4 The purpose of the Conservation Act 1987 (*the Act*) is to manage natural and historic resources under that Act and the Acts in the First Schedule of the Conservation Act. The Minister and Director-General are required to exercise particular functions, powers and duties under that legislation.

2 PURPOSE OF THE PROTOCOL

- 2.1 The purpose of this Protocol is to assist the Department and [Te Uri o Hau Governance Entity] to exercise their respective responsibilities with the utmost co-operation to achieve over time the conservation policies, actions and outcomes sought by both.
- 2.2 The Protocol sets out a framework that enables the Department and Te Uri o Hau to establish a healthy and constructive working relationship that is



consistent with section 4 of *the Act*. It provides for Te Uri o Hau to have meaningful input into the decision-making processes and management of conservation lands within the Te Uri o Hau DOC Protocol Area.

3 PROTOCOL AREA

This Protocol applies across Te Uri o Hau DOC Protocol Area which means the area identified in the map included in *Attachment A* of this Protocol.

4 TERMS OF ISSUE

This Protocol is issued pursuant to section [] of the Te Uri o Hau Claims Settlement Act [] (*the Settlement Legislation*) and *clause 5.12* 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 the Protocol.

5 IMPLEMENTATION AND COMMUNICATION

5.1 The Department will seek to establish and maintain communication with Te Uri o Hau on a continuing basis by:

- (a) Maintaining information on [Te Uri o Hau Governance Entity]'s office holders, and their addresses and contact details;
- (b) Providing reasonable opportunities for [Te Uri o Hau Governance Entity] to meet with Department managers and staff;
- (c) Holding alternate meetings at the Area Office and a Te Uri o Hau Marae or other venue chosen by [Te Uri o Hau Governance Entity] to review implementation of the Protocol every six months, unless otherwise agreed (such meetings will include a once yearly report back to Te Uri o Hau people to be held on relevant Te Uri o Hau Marae); and
- (d) Training relevant staff on the content of the Protocol and briefing Conservation Board members on the content of the Protocol.

6 SPECIFIC PROJECTS

6.1 Within the first year of this Protocol being issued, and on a continuing basis, the Department and [Te Uri o Hau Governance Entity] will identify practical ways in which:



FORM OF DEPARTMENT OF CONSERVATION PROTOCOL

- (a) Te Uri o Hau can exercise *kaitiakitanga* over ancestral lands, natural and historic resources and other *taonga* managed by the Department;
- (b) The Department can manage *wahi tapu*, and *taonga tapu* and other places of historic or cultural significance to Te Uri o Hau in a manner which respects Te Uri o Hau *tikanga* and values;
- (c) Te Uri o Hau can actively participate in conservation management and activities; and
- (d) Specific projects may be undertaken by the Department in the following years (for example, restoration and enhancement projects) including timetables for implementing those projects.

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

6.3 The decision on whether any specific projects will be funded in any business year will be made by the Conservator, after following the co-operative process set out above.

6.4 If the Department decided to proceed with a specific project requested by [Te Uri o Hau Governance Entity], [Te Uri o Hau Governance Entity] and the Department will meet again, if required, to finalise a work plan and timetable for implementation of the specific projects in that business plan.

7 CULTURAL MATERIALS

7.1 Cultural materials for the purpose of the Protocol are plants, plant materials, materials derived from animals, or birds for which the Department is responsible in the Te Uri o Hau DOC Protocol Area. Some of these materials are of importance to Te Uri o Hau in maintaining its culture, including medicinal practices and gathering of mahinga kai in accordance with Te Uri o Hau *tikanga*.

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

7.3 The Department will:

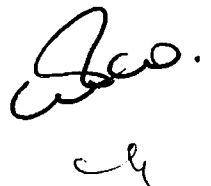


FORM OF DEPARTMENT OF CONVERSATION PROTOCOL

- (a) Consider requests from [Te Uri o Hau Governance Entity] for the customary use of cultural materials in accordance with the relevant legislation;
- (b) Agree, where appropriate, for [Te Uri o Hau Governance Entity] to have access to cultural materials which become available as a result of departmental operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of road kill;
- (c) Consult with [Te Uri o Hau Governance Entity] in circumstances where there are competing requests from non-Te Uri o Hau persons or entities for the use of cultural materials, for example for scientific research purposes; and
- (d) Work with [Te Uri o Hau Governance Entity] to develop procedures for monitoring sustainable levels and methods of use of cultural materials.

8 HISTORIC RESOURCES / WAHI TAPU

- 8.1 Te Uri o Hau consider that Te Tiriti o Waitangi/the Treaty of Waitangi covered wahi tapu, including urupa, wahi taonga, and other places of historic significance as taonga (priceless treasures) for all the hapu and iwi of Aotearoa. The Department will respect the great significance of these taonga by fulfilling the obligations contained in this section of the Protocol.
- 8.2 The Department has a statutory role to conserve historic resources in protected areas and will endeavour to do this for sites of significance to Te Uri o Hau in association with them and according to Te Uri o Hau tikanga.
- 8.3 The Department accepts that non-disclosure of locations of places known to Te Uri o Hau may be an option that [Te Uri o Hau Governance Entity] chooses to take to preserve the wahi tapu nature of places. The responsibility for identifying and assessing Te Uri o Hau heritage values largely rests with Te Uri o Hau. There may be situations where [Te Uri o Hau Governance Entity] will ask the Department to treat information it provides on wahi tapu sites in a confidential way. The Department and [Te Uri o Hau Governance Entity] will work together to establish processes for dealing with information on wahi tapu sites in a way that recognises both the management challenges that confidentiality can present and respects the views of Te Uri o Hau.

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FORM OF DEPARTMENT OF CONVERSATION PROTOCOL

- 8.4 To assist in this process, [Te Uri o Hau Governance Entity] will notify the Area Manager of any concerns with the Department's management of wahi tapu areas and the Department will take reasonable steps to address the situation.
- 8.5 The Department will work with [Te Uri o Hau Governance Entity] at the Area Office level to respect the Te Uri o Hau values attached to identified wahi tapu, wahi taonga and places of historic significance on lands administered by the Department by:
- (a) Managing sites of historic significance to Te Uri o Hau according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993;
 - (b) Ensuring as far as possible when issuing and renewing concessions that give authority for other parties to manage land administered by the Department, that those parties:
 - (i) Manage the land according to the standards of conservation practice outlined in the ICOMOS New Zealand Charter 1993; and
 - (ii) When issuing and renewing concessions to carry out activities on the land administered by the Department, request that the concessionaire consult with [Te Uri o Hau Governance Entity] before using cultural information of Te Uri o Hau;
 - (c) Undertaking protection and conservation of wahi tapu and other sites of Maori significance in co-operation with tangata whenua;
 - (d) Informing [Te Uri o Hau Governance Entity] if wheua tangata (human remains) are found; and
 - (e) Assisting in recording and protecting wahi tapu and other places of cultural significance to Te Uri o Hau where appropriate, to ensure that they are not desecrated or damaged.

9 INDIGENOUS FLORA AND FAUNA

- 9.1 The Department's primary objective is to enhance population numbers and distributional ranges of threatened indigenous species and subspecies where recovery action will be effective. An important part of this work is to prioritise threatened species according to their degree of threat and/or significance. The



Department has a ranking system that sets out the national priorities for the conservation of New Zealand's threatened plants and animals.

9.2 In relation to management of threatened indigenous species within the Te Uri o Hau DOC Protocol Area, the Department will:

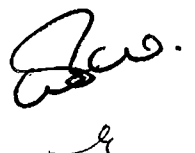
- (a) Where a national recovery programme is being implemented within Te Uri o Hau DOC Protocol Area, [Te Uri o Hau Governance Entity] will be consulted and opportunities provided for [Te Uri o Hau Governance Entity] to provide input into decision-making processes and ongoing work that is carried out;
- (b) Where research and monitoring projects are carried out, where it is reasonably practicable, [Te Uri o Hau Governance Entity] will be provided with opportunities to participate and to input into decision-making processes; and
- (c) Encourage and provide advice to [Te Uri o Hau Governance Entity] in the management or protection of threatened species on land owned by Te Uri o Hau.

9.3 Given the importance of the New Zealand Fairy Tern and its highly endangered status the Department will:

- (a) Where research and monitoring projects within the Te Uri o Hau DOC Protocol Area are carried out, [Te Uri o Hau Governance Entity] will be provided with opportunities to participate and be involved in decision-making processes; and
- (b) Provide [Te Uri o Hau Governance Entity] with copies of the proceedings and publications of the relevant species recovery group for New Zealand Fairy Tern species.

10 MARINE MAMMALS

10.1 The Department administers the Marine Mammals Protection Act 1978 and the Marine Mammals Regulations 1992. These Acts 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.



FORM OF DEPARTMENT OF CONVERSATION PROTOCOL

- 10.2 The Department's role/responsibility at marine mammal stranding includes responsibility for the welfare of the stranded animals, the disposal of any dead marine mammals (including any part of a marine mammal), the health and safety of its staff and any volunteers under its control, and the public.
- 10.3 [Te Uri o Hau Governance Entity] will identify key contact people who will be available at short notice to make decisions on Te Uri o Hau desire to be involved/perform rituals consistent with Te Uri o Hau tikanga etc.
- 10.4 Prompt notification of all stranding events will be provided to the nominated Te Uri o Hau representatives by the Department.
- 10.5 If at any stage of a stranding the animal(s) is (are) in an obviously distressed condition, or it is clear that a refloating operation is unsuccessful, euthanasia will be required. The decision to euthanase is the responsibility of the Department's stranding control officer. The Department will make every effort to inform [Te Uri o Hau Governance Entity] in advance of any decision to euthanase. If Te Uri o Hau representatives are not available at the time a decision is made to euthanase it will be the responsibility of the stranding control officer to make decisions in the best interest of the marine mammals and public safety.
- 10.6 Both [Te Uri o Hau Governance Entity] and the Department acknowledge the scientific importance of information gathered at a stranding. Decisions concerning the exact nature of the scientific samples required and the subsequent disposal of any dead animals, including their availability to [Te Uri o Hau Governance Entity], will depend on the species.
- 10.7 Depending on the circumstances, [Te Uri o Hau Governance Entity] may want to proceed with the recovery of bone following the collection of scientific data as outlined above, or be unavailable to participate, or wish to officiate only in the appropriate rituals prior to euthanasia.
- 10.8 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 Uri o Hau bone recovery teams will also want to ensure that the appropriate tikanga is understood and followed. However, both the Department and Te Uri o Hau acknowledge that in certain circumstances burial may be the most practical option.
- 10.9 As part of the disposal process, burial sites will be discussed and, where practical, agreed upon in advance by both the Department and [Te Uri o Hau



Governance Entity] in order to meet all the health and safety requirements and to avoid the possible violation of wahi tapu (sacred sites).

11 RESOURCE MANAGEMENT ACT

11.1 Te Uri o Hau and the Department have mutual concerns with the effects of activities controlled and managed under the Resource Management Act. These include effects on:

- wetlands;
- riparian management;
- freshwater fish habitat;
- water quality management;
- protection of historic resources; and
- protection of indigenous vegetation and habitats.

11.2 From time to time, [Te Uri o Hau Governance Entity] and the Department will seek to identify further issues of mutual interest. It is recognised that concerns in any particular resource management issue may diverge and that each of them will continue to make separate submissions.

11.3 The Department will work with [Te Uri o Hau Governance Entity] at the Area Office level to discuss the general approach that will be taken by [Te Uri o Hau Governance Entity] and the Department in respect of advocacy under the Resource Management Act, and seek to identify their respective priorities and issues of mutual concern.

11.4 The Department will:

- (a) Have regard to the priorities and issues of mutual concern identified in making decisions in respect of advocacy under the Resource Management Act; and
- (b) Make non-confidential resource information available to [Te Uri o Hau Governance Entity] to assist in improving their effectiveness in Resource Management Act advocacy work.



12 FRESHWATER FISHERIES

- 12.1 Freshwater fisheries are managed under two pieces of legislation; the Fisheries Act 1983 (administered by the Ministry of Fisheries) and the Conservation Act. The Conservation Act deals specifically with the conservation of non-commercial freshwater fisheries.
- 12.2 The Department will consult with [Te Uri o Hau Governance Entity] and where reasonably practicable provide for its participation in the conservation and management (including research) of customary freshwater fisheries and freshwater fish habitats.
- 12.3 The Department will work at an Area Office level to provide for active participation by [Te Uri o Hau Governance Entity] in the conservation, management and research of customary freshwater fisheries and freshwater fish habitats by:
- (a) Seeking to identify areas for co-operation in advocacy, consistent with the Resource Management Act section in this Protocol, 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;
 - (b) Consulting with [Te Uri o Hau 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
 - (c) Considering [Te Uri o Hau 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.

13 PEST CONTROL

- 13.1 A key objective and function of the Department is to prevent, manage and control threats to natural, historic and cultural values from pests. This needs to be done in a way that maximises the value from limited resources available to do this work.
- 13.2 The Department will;



FORM OF DEPARTMENT OF CONSERVATION PROTOCOL

- (a) Seek and facilitate early consultations with [Te Uri o Hau Governance Entity] on pest control activities within Te Uri o Hau DOC Protocol Area, particularly in relation to the use of poisons; and
- (b) Provide [Te Uri o Hau Governance Entity] with opportunities to review/assess programmes and outcomes.

14 VISITOR AND PUBLIC INFORMATION

- 14.1 The Department has a role to share knowledge about natural and historic heritage with visitors, to satisfy their requirements for information, increase their enjoyment and understanding of this heritage, and develop an awareness of the need for its conservation. In providing public information and interpretation services and facilities for visitors on the land it manages, the Department needs to recognise the importance to Te Uri o Hau of their cultural, spiritual, traditional and historic values.
- 14.2 The Department will work with [Te Uri o Hau Governance Entity] at the Area Office level to encourage respect for Te Uri o Hau values by:
- (a) Seeking to raise public awareness of positive conservation partnerships developed between [Te Uri o Hau Governance Entity], the Department and other stakeholders, for example, by way of publications, presentations and seminars, consulting on the provision of interpretation and visitor facilities (if any) at wahi tapu, wahi taonga and other places of historic or cultural significance to Te Uri o Hau, subject to *clause 9.3* of this Protocol;
 - (b) Ensuring that Department information on new panels, signs, and visitor publications includes Te Uri o Hau perspectives and references to the significance of the sites to Te Uri o Hau where appropriate, including the use of traditional Te Uri o Hau place names;
 - (c) Encouraging Te Uri o Hau participation in the Department's volunteer and conservation events programmes;
 - (d) Acknowledging Te Uri o Hau have requested participation in any waste management programmes undertaken by the Department; and
 - (e) Acknowledging [Te Uri o Hau Governance Entity]'s interest in training and employment.



15 CONCESSION APPLICATIONS

- 15.1 The Department will work with [Te Uri o Hau Governance Entity] to identify categories of concessions of concern to Te Uri o Hau.
- 15.2 In relation to the categories of concern identified by the Department and [Te Uri o Hau Governance Entity] the Department will:
- (a) Inform [Te Uri o Hau Governance Entity] of any applications or renewals of applications of in the area covered by this Protocol;
 - (b) When a concession is publicly notified, the Department will at the same time provide separate written notification to [Te Uri o Hau Governance Entity]; and
 - (c) Prior to issuing concessions to carry out activities on land managed by the Department within the Te Uri o Hau DOC Protocol Area, and following consultation with [Te Uri o Hau Governance Entity], the Department will ensure that the concessionaire is informed of Te Uri o Hau *tikanga* and values.

[insert appropriate attestations]



ATTACHMENT A
TE URI O HAU DOC PROTOCOL AREA

[map to be provided and to be placed behind this page]

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ATTACHMENT B TERMS OF ISSUE

1 Definitions

In this Schedule, terms defined in this Protocol have the same meaning and:

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 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 Crown Minerals Act 1991, and within the scope of the relevant minerals programmes, and any prescribed substance within the meaning of the Atomic Energy Act 1945, that is the property of the Crown in accordance with sections 10 and 11 of the Crown Minerals Act 1991 and over which the Crown has jurisdiction in accordance with the Continental Shelf Act 1964;

Fisheries Legislation means the Fisheries Act 1996 or the Fisheries Act 1983;

Minister means the Minister of Conservation, the Minister of Fisheries, the Minister of Energy, or the Minister of Arts, Culture and Heritage (as the case may be);

Ministry means the Department of Conservation, the Ministry of Fisheries, the Ministry of Economic Development, or the Ministry of Culture and Heritage (as the case may be);

Protocol means a statement in writing, issued by the Crown through the Minister of Conservation, the Minister of Fisheries, the Minister of Energy, or the Minister of Arts, Culture and Heritage and Chief Executive of the Ministry for Culture and Heritage, (as the case may be) to Te Uri o Hau Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;

Te Uri o Hau means every individual who can trace Descent from one or more ancestors who Exercised Customary Rights:

(a) Arising from Descent from:



FORM OF DEPARTMENT OF CONVERSATION PROTOCOL

- (i) Haumoewaarangi; and/or
- (ii) The tribal groups of Te Uri o Hau, Ngai Tahu, Ngati Tahinga, Ngati Rangi, Ngati Mauku, Ngati Kauae, Ngati Kaiwhare, and Ngati Kura; and

(b) Predominantly within Te Uri o Hau Area of Interest from 1840;

Descent means direct descent by birth or adoption. In relation to descent from a tribal group, Descent means direct descent by birth or adoption from the acknowledged founding ancestor or ancestors of that tribal group;

Exercised Customary Rights with respect to an area means exercised rights to that area according to Maori customary law, including through:

- (a) Occupancy;
- (b) Use and stewardship of lands or resources;
- (c) Burial; and/or
- (d) Affiliation to marae within the area; and

Te Uri o Hau Governance Entity means [insert name and description once entity established in accordance with the Deed].

2 Authority to issue, amend or cancel Protocols

Section [] of the Settlement Legislation provides that:

- (a) Subject to clause 2(c), each Minister may issue a Protocol, and may, from time to time, issue, amend or cancel that Protocol;
- (b) A Protocol may be amended or cancelled pursuant to section [] of the Settlement Legislation at the initiative of either the Minister or Te Uri o Hau Governance Entity; and
- (c) The relevant Minister may amend or cancel a Protocol, only after consulting with, and having particular regard to, Te Uri o Hau Governance Entity.

3 Protocols subject to Crown obligations

Section [] of the Settlement Legislation provides that all Protocols shall be issued and amended, subject to, and without restriction upon:



FORM OF DEPARTMENT OF CONVERSATION PROTOCOL

- (a) The obligations of the relevant Minister and the relevant Ministry to discharge their respective functions, powers and duties in accordance with existing law and government policy from time to time; and
- (b) The Crown's powers to amend policy and introduce legislation, including amending legislation.

4 Noting of Protocols

Section [] of the Settlement Legislation provides:

- (a) The existence of the Protocol issued under *clause 5.12.2(a)* of the Deed of Settlement, once issued, and as amended from time to time, and including a definition of the Protocols as set out in section [] of the Settlement Legislation and a summary of the terms of issue of the Protocols, shall be noted in conservation management strategies, conservation management plans and national park management plans from time to time affecting the area covered by the Protocol; and
- (b) That such noting of the Protocol issued under *clause 5.12.2(a)* of the Deed of Settlement shall be for the purpose of public notice only and shall not be amendments to the relevant strategies or plans for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980;
- (c) That the existence of the Protocol issued under *clause 5.12.2(b)* of the Deed of Settlement, once issued, and as amended from time to time, and including a definition of the Protocols as set out in section [] of the Settlement Legislation and a summary of the terms of issue of the Protocols, shall be noted in fisheries plans from time to time affecting the area covered by the Protocol; and
- (d) That such noting of the Protocol issued under *clause 5.12.2(b)* of the Deed of Settlement shall be for the purpose of public notice only and shall not be amendments to the relevant strategies or plans for the purposes of section 11A of the Fisheries Act 1996.

5 Enforceability of Protocols

Section [] of the Settlement Legislation provides that:

- (a) The Minister must comply with the Protocol issued by that Minister as long as it remains in force;



- (b) If the Minister fails unreasonably to comply with the Protocol issued by that Minister, Te Uri o Hau Governance Entity may, subject to the Crown Proceedings Act 1950, enforce the Protocol by way of public law action against the Minister;
- (c) Notwithstanding section [] of the Settlement Legislation, damages are not available as a remedy for failure to comply with the Protocol; and
- (d) Section [] of the Settlement Legislation does not apply to any guidelines developed in respect of the implementation of the Protocol.

6 Not breach of Deed

The Deed of Settlement provides that any failure by the relevant Minister to comply with a Protocol issued under *clause 5.12.2* of the Deed of Settlement shall not constitute a breach of the Deed of Settlement.

7 Limitation of rights

- (a) The Settlement Legislation provides that a Protocol issued under *clause 5.12.2(a)* of the Deed of Settlement does not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, land held, managed or administered, or flora and fauna managed or administered, under the Conservation Act 1987 or the statutes listed in the First Schedule to that Act.
- (b) The Settlement Legislation provides that a Protocol issued under *clause 5.12.2(b)* of the Deed of Settlement will not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, any assets or other property rights held, managed or administered under the Fisheries Legislation (including fish, aquatic life or seaweed).
- (c) The Settlement Legislation provides that a Protocol issued under *clause 5.12.2(c)* of the Deed of Settlement will not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to any Crown Owned Minerals held, managed or administered under the Crown Minerals Act 1991.
- (d) The Settlement Legislation provides that a Protocol issued under *clause 5.12.2(d)* of the Deed of Settlement will not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, antiquities or artefacts, managed or administered under the Antiquities Act 1975.



8 Ministers may consult

The Deed of Settlement provides that nothing in any of the Protocols issued under *clause 5.12.2* of the Deed of Settlement restricts the ability of the relevant Minister or Ministry to consult with, or detracts from the responsibilities of the relevant Minister or Ministry in relation to, other parties or entities in addition to Te Uri o Hau Governance Entity, including, but not limited to, any other iwi, hapu, marae, whanau, or other representatives of tangata whenua.


C8

SCHEDULE 5.19
FORM OF MINISTRY OF FISHERIES PROTOCOL

(Clause 5.12.2(b))

A PROTOCOL issued by the CROWN through the MINISTER OF FISHERIES and CHIEF EXECUTIVE, MINISTRY OF FISHERIES regarding INTERACTION WITH TE URI O HAU on FISHERIES ISSUES

1 INTRODUCTION

1.1 Under the Deed of Settlement dated [] between Te Uri o Hau and the Crown (*the Deed of Settlement*), the Crown through the Minister of Fisheries agreed to issue a Protocol setting out how the Ministry of Fisheries will interact with [Te Uri o Hau Governance Entity] on the following matters:

- (a) Recognition of the interests of Te Uri o Hau in all species of fish, aquatic life or seaweed that exist within Te Uri o Hau Fisheries Protocol Area;
- (b) Development of sustainability measures, fisheries regulations and fisheries plans;
- (c) Customary non-commercial fisheries management;
- (d) Research planning;
- (e) Nature and extent of fisheries services;
- (f) Contracting for services; and
- (g) Employment of staff with non-commercial customary fisheries responsibilities.

1.2 [Te Uri o Hau Governance Entity] is the entity established by Te Uri o Hau to receive the redress under the Deed of Settlement. Te Uri o Hau have an interest in all species of fish, aquatic life and seaweed that exist within Te Uri o Hau Fisheries Protocol Area.

1.3 The obligations of the Ministry of Fisheries/Te Tautiaki i nga tini a Tangaroa (*the Ministry*) in respect of fisheries are to ensure ecological sustainability, to



FORM OF MINISTRY OF FISHERIES PROTOCOL

meet Te Tiriti o Waitangi/the 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 [Te Uri o Hau Governance Entity] are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi principle of partnership. That principle imposes on both Treaty partners the duty to act reasonably and in good faith and provides the basis of the actions of the Minister of Fisheries (*the Minister*) and the Chief Executive of the Ministry (*the Chief Executive*), as set out in this Protocol.
- 1.5 The Minister of Fisheries and the Chief Executive have certain functions, powers and duties in terms of the Fisheries Act 1996, the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 and the Fisheries Act 1983 (the governing legislation). In exercising such functions, powers and duties the Minister and Chief Executive will provide [Te Uri o Hau Governance Entity] with the opportunity for input, consistent with the governing legislation, into the policy, planning and decision-making processes relating to the matters set out in this Protocol.

2 PROTOCOL AREA

This Protocol applies across Te Uri o Hau Fisheries Protocol Area which means the area shown on the map included in *Attachment A* of this Protocol together with the waters (including foreshore and seabed) of the coastal areas adjacent to the coastal boundary of the area shown on that map:

- (a) Within the Kaipara and Mangawhai harbours; and
- (b) Extending to the outer limit of the Exclusive Economic Zone (as defined in the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977).

3 TERMS OF ISSUE

This Protocol is issued pursuant to section [] of the Te Uri o Hau Claims Settlement Act [] (*the Settlement Legislation*) and *clause 5.12* 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 the Protocol.



4 IMPLEMENTATION AND COMMUNICATION

4.1 The Chief Executive will seek to establish and maintain effective and continuing communication with [Te Uri o Hau Governance Entity] by:

- (a) Maintaining at national and regional levels information provided by [Te Uri o Hau Governance Entity] on [Te Uri o Hau Governance Entity] office holders, and their addresses and contact details; and
- (b) Providing reasonable opportunities for representatives of [Te Uri o Hau Governance Entity] to meet with Ministry managers and staff.

4.2 The Chief Executive agrees that the appropriate Ministry staff will:

- (a) Meet with [Te Uri o Hau Governance Entity] to review implementation of this Protocol at least once a year, unless otherwise agreed, at a Te Uri o Hau marae or any other venue chosen by [Te Uri o Hau Governance Entity] that is appropriate;
- (b) Train relevant staff on the content of the Protocol and provide ongoing training as required; and
- (c) Inform relevant fisheries stakeholders about this Protocol and the Te Uri o Hau settlement, and provide ongoing information as required.

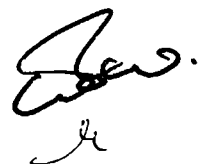
5 SPECIES OF FISH, AQUATIC LIFE AND SEAWEED

5.1 The Crown, through the Minister and Chief Executive, recognises that Te Uri o Hau have a customary non-commercial interest in and a special relationship with all species of fish, aquatic life and seaweed, including those species listed in *Attachment C* of this Protocol, found within Te Uri o Hau Fisheries Protocol Area and managed by the Ministry of Fisheries under the governing legislation.

5.2 Toheroa

5.2.1 The Crown recognises that Te Uri o Hau have a customary non-commercial interest in the toheroa (*Paphies Ventricosa*) fishery within Te Uri o Hau Fisheries Protocol Area and the toheroa fishery is not currently fished commercially or recreationally.

5.2.2 Appropriate officials from the Ministry will consult with the Advisory Committee referred to in *clause 5.6.2* of the Deed of Settlement in relation to any proposal to the Minister of Fisheries affecting the



toheroa fishery within Te Uri o Hau 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 Uri o Hau marae or any other venue chosen by [Te Uri o Hau Governance Entity] that is appropriate.

5.2.3 Pursuant to *clause 5.7.4* of the Settlement Deed, in considering any proposal affecting the toheroa fishery in Te Uri o Hau Fisheries Protocol Area, the Minister will ensure that the customary non-commercial fishing interests of Te Uri o Hau in toheroa are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.

5.3 Sharks, Rays, Flounder, Snapper, Kahawai and Mullet

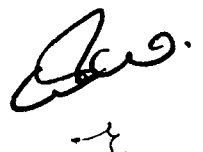
5.3.1 The Crown recognises that Te Uri o Hau have a customary non-commercial interest in shark, rays, flounder, snapper, kahawai and mullet, as defined in *clause 5.7.1* of the Deed of Settlement, within the Fisheries Advisory Area.

5.3.2 When making decisions concerning the sustainable utilisation of shark, ray, flounder, snapper, kahawai and mullet in the Fisheries Advisory Area, the Minister will consult with the Advisory Committee referred to in *clause 5.6.2* of the Deed of Settlement and recognise and provide for the non-commercial customary interest of Te Uri o Hau in those species, consistent with the overall objectives of the governing legislation.

5.4 Tuna/Eels

5.4.1 The Ministry recognises that Te Uri o Hau have a customary non-commercial interest in the tuna (eel) fishery within Te Uri o Hau Fisheries Protocol Area and in particular, the possibility of the enhancement of that fishery through the transfer of elvers.

5.4.2 Pursuant to *clause 5.9.5* of the Deed of Settlement in each of the 3 years following the Settlement Date, upon receipt of written notice that [Te Uri o Hau Governance Entity] intends to apply to the Minister for a special permit under section 64 of the Fisheries Act 1983, or section 97 of the Fisheries Act 1996 to take eel within Te Uri o Hau Fisheries Protocol Area, Ministry staff shall meet with representatives of the [Te Uri o Hau Governance Entity], at a Te Uri o Hau marae or any other venue chosen



by [Te Uri o Hau Governance Entity] that is appropriate and consult with [Te Uri o Hau Governance Entity] on:

- (a) The maximum quantity of undersize tuna (eel) that is likely to be permitted to be taken under section 64 of the Fisheries Act 1983 (the "Permitted Catch") from each of not more than 3 sites within the Fisheries Protocol Area specified by [Te Uri o Hau Governance Entity] to the Ministry in writing; and
- (b) The likely conditions of any Permitted Catch under section 64 of the Fisheries Act 1983 or section 97 of the Fisheries Act 1996, in relation to each of those specified sites, including the likely conditions in relation to the relocation of any of that Permitted Catch into waterways and aquaculture farms within Te Uri o Hau Fisheries Protocol Area.

5.4.3 The Chief Executive will consider, in accordance with the relevant legislation and operational processes, any application from [Te Uri o Hau Governance Entity] for a special permit to take undersized tuna (elvers or glass eels) from waterways within Te Uri o Hau Fisheries Protocol Area as part of any enhancement or aquaculture project.

5.4.4 Tuna (eel) are defined as:

- (a) *anguilla dieffenbachii* (longfinned eel);
- (b) *anguilla australis* (shortfinned eel); and
- (c) *anguilla rheinhartii*.

5.4.5 Undersized tuna (eel) are defined as tuna (eel) with a weight of less than 220g.

6 DEVELOPMENT OF SUSTAINABILITY MEASURES, FISHERIES REGULATIONS AND FISHERIES PLANS

6.1 If any person is exercising powers or functions, under the Fisheries Act 1996 or the Treaty of Waitangi (Fisheries Claims) Settlements Act 1992, relating to the setting of sustainability measures, or the making of fisheries regulations, or the development/implementation of a Fisheries Plan, made under section 11A of the Fisheries Act 1996, for any species of fish, aquatic life or seaweed within Te Uri o Hau Fisheries Protocol Area, that person must:



FORM OF MINISTRY OF FISHERIES PROTOCOL

- (a) Provide [Te Uri o Hau Governance Entity] with all reasonably available background information to enable [Te Uri o Hau Governance Entity] to participate in the processes associated with the setting of sustainability measures, the making of fisheries regulations, and the development/ implementation of Fisheries Plans;
- (b) Inform the nominated position within [Te Uri o Hau Governance Entity], in writing, of any proposed changes to fisheries management regimes as soon as possible after such changes have been proposed;
- (c) Meet with [Te Uri o Hau Governance Entity] to discuss any such proposed changes if requested by [Te Uri o Hau Governance Entity] to do so;
- (d) Provide [Te Uri o Hau Governance Entity] at least 30 working days in which to respond, verbally or in writing to any such proposed changes;
- (e) Incorporate the views of [Te Uri o Hau Governance Entity] into any advice given to the Minister or other stakeholders on matters that affect their interests; and
- (f) Report back to [Te Uri o Hau Governance Entity] within 20 working days of any final decision in relation to sustainability measures, fisheries regulations, or Fisheries Plans.

7 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

7.1 The Ministry undertakes to provide [Te Uri o Hau 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:

- (a) Discussions with the Ministry's Policy and Compliance teams on the implementation of the regulations within Te Uri o Hau Fisheries Protocol Area; and
- (b) Provision of existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within Te Uri o Hau Fisheries Protocol Area.



8 RESEARCH PLANNING PROCESS

- 8.1 The Ministry will provide [Te Uri o Hau 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 [Te Uri o Hau Governance Entity] on all research proposals for fisheries within Te Uri o Hau Fisheries Protocol Area.
- 8.3 The Ministry will provide [Te Uri o Hau Governance Entity], within 30 working days of the execution of the Protocol, with information on the requirements for becoming an 'Approved Research Provider'. Should the requirements for becoming and remaining an 'Approved Research Provider' change over time, the Ministry will inform [Te Uri o Hau Governance Entity] about those changes.

9 NATURE AND EXTENT OF FISHERIES SERVICES

- 9.1 The Ministry will each year consult with [Te Uri o Hau Governance Entity] on the nature and extent of services that the Ministry is planning on providing within Te Uri o Hau Fisheries Protocol Area in the following year, including any recovery of costs for the provision of those services from the commercial fishing industry, where appropriate.

10 CONTRACTING FOR SERVICES

- 10.1 The Ministry will consult, to the extent consistent with the State Sector Act, with [Te Uri o Hau Governance Entity] in respect of any contract for the provision of services that may impact on the management of fisheries within Te Uri o Hau 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, to the extent consistent with the State Sector Act, with [Te Uri o Hau Governance Entity] on certain aspects of the employment of Ministry staff if a particular vacancy directly affects the fisheries interests of Te Uri o Hau within Te Uri o Hau Fisheries Protocol Area.



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 Uri o Hau, and may be achieved by one or more of the following:

- (a) Direct notification of the vacancy;
- (b) Consultation on the job description and work programme;
- (c) Consultation on the location of the position; and
- (d) Input into the selection of the interview panel.



ATTACHMENT A

TE URI O HAU FISHERIES PROTOCOL AREA

[map to be provided and to be placed behind this page]

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9

ATTACHMENT B**TERMS OF ISSUE****1 Definitions**

In this Schedule, terms defined in this Protocol have the same meaning and:

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 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 Crown Minerals Act 1991, and within the scope of the relevant minerals programmes, and any prescribed substance within the meaning of the Atomic Energy Act 1945, that is the property of the Crown in accordance with sections 10 and 11 of the Crown Minerals Act 1991 and over which the Crown has jurisdiction in accordance with the Continental Shelf Act 1964;

Fisheries Legislation means the Fisheries Act 1996 or the Fisheries Act 1983;

Minister means the Minister of Conservation, the Minister of Fisheries, the Minister of Energy, or the Minister for Arts, Culture and Heritage (as the case may be);

Ministry means the Department of Conservation, the Ministry of Fisheries, the Ministry of Economic Development, or the Ministry for Culture and Heritage (as the case may be);

Protocol means a statement in writing, issued by the Crown through the Minister of Conservation, the Minister of Fisheries, the Minister of Energy, or the Minister for Arts, Culture and Heritage and Chief Executive of the Ministry for Culture and Heritage, (as the case may be) to Te Uri o Hau Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;



FORM OF MINISTRY OF FISHERIES PROTOCOL

Te Uri o Hau means every individual who can trace Descent from one or more ancestors who Exercised Customary Rights:

- (a) Arising from Descent from:
 - (iii) Haumoewaarangi; and/or
 - (iv) The tribal groups of Te Uri o Hau, Ngai Tahu, Ngati Tahinga, Ngati Rangi, Ngati Mauku, Ngati Kauae, Ngati Kaiwhare, and Ngati Kura; and
- (b) Predominantly within Te Uri o Hau Area of Interest from 1840;

Descent means direct descent by birth or adoption. In relation to descent from a tribal group, Descent means direct descent by birth or adoption from the acknowledged founding ancestor or ancestors of that tribal group;

Exercised Customary Rights with respect to an area means exercised rights to that area according to Maori customary law, including through:

- (a) Occupancy;
- (b) Use and stewardship of lands or resources;
- (c) Burial; and/or
- (d) Affiliation to marae within the area; and

Te Uri o Hau Governance Entity means [insert name and description once entity established in accordance with the Deed].

2 Authority to issue, amend or cancel Protocols

Section [] of the Settlement Legislation provides that:

- (a) Subject to clause 2(c), each Minister may issue a Protocol, and may, from time to time, amend or cancel that Protocol;
- (b) A Protocol may be amended or cancelled pursuant to section [] of the Settlement Legislation at the initiative of either the Minister or Te Uri o Hau Governance Entity; and



- (c) The relevant Minister may amend or cancel a Protocol, only after consulting with, and having particular regard to, Te Uri o Hau Governance Entity.

3 Protocols subject to Crown obligations

Section [] of the Settlement Legislation provides that all Protocols shall be issued and amended, subject to, and without restriction upon:

- (a) The obligations of the relevant Minister and the relevant Ministry to discharge their respective functions, powers and duties in accordance with existing law and government policy from time to time; and
- (b) The Crown's powers to amend policy and introduce legislation, including amending legislation.

4 Noting of Protocols

Section [] of the Settlement Legislation provides:

- (a) The existence of the Protocol issued under *clause 5.12.2(a)* of the Deed of Settlement, once issued, and as amended from time to time, and including a definition of the Protocols as set out in section [] of the Settlement Legislation and a summary of the terms of issue of the Protocols, shall be noted in conservation management strategies, conservation management plans and national park management plans from time to time affecting the area covered by the Protocol; and
- (b) That such noting of the Protocol issued under *clause 5.12.2(a)* of the Deed of Settlement shall be for the purpose of public notice only and shall not be amendments to the relevant strategies or plans for the purposes of section 17I of the Conservation Act 1987 or section 46 of the National Parks Act 1980;
- (c) That the existence of the Protocol issued under *clause 5.12.2(b)* of the Deed of Settlement, once issued, and as amended from time to time, and including a definition of the Protocols as set out in section [] of the Settlement Legislation and a summary of the terms of issue of the Protocols, shall be noted in fisheries plans from time to time affecting the area covered by the Protocol; and
- (d) That such noting of the Protocol issued under *clause 5.12.2(b)* of the Deed of Settlement shall be for the purpose of public notice only and shall not be amendments to the relevant strategies or plans for the purposes of section 11A of the Fisheries Act 1996.



5 Enforceability of Protocols

Section [] of the Settlement Legislation provides that:

- (a) The Minister must comply with the Protocol issued by that Minister as long as it remains in force;
- (b) If the Minister fails unreasonably to comply with the Protocol issued by that Minister Te Uri o Hau Governance Entity may, subject to the Crown Proceedings Act 1950, enforce the Protocol by way of public law action against the Minister;
- (c) Notwithstanding section [] of the Settlement Legislation, damages are not available as a remedy for failure to comply with the Protocol; and
- (d) Section [] of the Settlement Legislation does not apply to any guidelines developed in respect of the implementation of the Protocol.

6 Not breach of Deed

The Deed of Settlement provides that any failure by the relevant Minister to comply with a Protocol issued under *clause 5.12.2* of the Deed of Settlement shall not constitute a breach of the Deed of Settlement.

7 Limitation of rights

- (a) The Settlement Legislation provides that a Protocol issued under *clause 5.12.2(a)* of the Deed of Settlement does not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, land held, managed or administered, or flora and fauna managed or administered, under the Conservation Act 1987 or the statutes listed in the First Schedule to that Act.
- (b) The Settlement Legislation provides that a Protocol issued under *clause 5.12.2(b)* of the Deed of Settlement will not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, any assets or other property rights held, managed or administered under the Fisheries Legislation (including fish, aquatic life or seaweed).
- (c) The Settlement Legislation provides that a Protocol issued under *clause 5.12.2(c)* of the Deed of Settlement will not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to any Crown Owned Minerals held, managed or administered under the Crown Minerals Act 1991.



- (d) The Settlement Legislation provides that a Protocol issued under *clause 5.12.2(d)* of the Deed of Settlement will not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, antiquities or artefacts, managed or administered under the Antiquities Act 1975.

8 Ministers may consult

The Deed of Settlement provides that nothing in any of the Protocols issued under *clause 5.12.2* of the Deed of Settlement restricts the ability of the relevant Minister or Ministry to consult with, or detracts from the responsibilities of the relevant Minister or Ministry in relation to, other parties or entities in addition to Te Uri o Hau Governance Entity, including, but not limited to, any other iwi, hapu, marae, whanau, or other representatives of tangata whenua.



ATTACHMENT C

TAONGA SHELL FISH SPECIES		
MAORI NAME	COMMON NAME	FORMAL NAME
Kina	Kina	<i>Evechinus chloroticus</i>
Kutae	Green lipped mussel Blue mussel	<i>Perna canaliculus/mytilus edulis</i> <i>Mytilus eculis</i>
Kutae	Black mussel	<i>Xenostrobus pulex</i>
Pipi	Pipi	<i>Paphies australis</i>
Pupu	Pupu	<i>Turbo smaragdus</i>
Purimu	Surfclam	<i>Dosinia anus, Paphies donacina, maetra species</i>
Rori	Seasnail	<i>Scutus breviculus</i>
Tuangi	Cockle	<i>Austrovenus stutchburyi</i>
Tuatua	Tuatua	<i>Paphies subtriangulata, Paphies donacina</i>
Toheroa	Toheroa	<i>Paphies ventricosa</i>
Waharaoa	Horse Mussel	<i>Atrina zelandca</i>
Waikaka	Mud snail	<i>Amphibola crenata, Turbo smaragdus, Zedilom spp</i>
Karauria	Rock Oyster	<i>Crassostrea glomerata</i>
Kuakua	Scallop	<i>Pecten novaezeelandia</i>
Papaka	Paddlecrab	<i>Ovalipes catharus</i>
TAONGA FISH SPECIES		



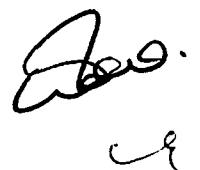
FORM OF MINISTRY OF FISHERIES PROTOCOL

Hapuka	Groper	<i>Polypion oxygenios</i>
Kahawai	Sea trout	<i>Arripus trutta</i>
Kanae	Mullet	<i>Mugil cephalus</i>
Koeke	Common shrimp	<i>Palaemon affinis</i>
Marari	Butterfish	<i>Odax pullus</i>
Moki	Blue Moki	<i>Latridopus ciliaris</i>
Patiki mohoao	Black flounder	<i>Rhombosolea retiara</i>
Patiki rore	New Zealand sole	<i>Peltorhamphus novaezeelandiae</i>
Patiki tore	Lemon sole	<i>Pelotretus flavilatus</i>
Patiki totara	Yellowbelly	<i>Rhombosolea leporina</i>
Patiki	Sand flounder	<i>Rhombosolea plebeia</i>
Patukituki	Rock cod	<i>Lotella rhacinus</i>
Pioke	School shark	<i>Galeorhinus galeus</i>
Tuna heke	Eel – long finned	<i>Anguilla dieffenbachii</i>
Tuna roa	Eel – short finned	<i>Anguilla australis</i>
Wheke	Octopus	<i>Octopus maorum</i>
Koiro	Conger eel	<i>Conger verreauxi</i>
Koura	Crayfish	<i>Jasus edwardsii</i>
Koura	Rock lobster	<i>Jasus edwardsii, Jasus verreauxi</i>
Kaunga	Hermit crab	<i>Pagurus novaezeelandiae</i>

E. J. O.
9

FORM OF MINISTRY OF FISHERIES PROTOCOL

Papaka parupatu	Mud crab	<i>Helice sp.</i>
Papaka	Paddlecrab	<i>Ovalipes catharus</i>
Kotore moana	Sea anemone	<i>Actinia group</i>
Rori	Sea cucumber	<i>Stichopus mollis</i>
Patangaroa	Starfish	<i>Echinodermatai asteroidea</i>
Tamure	Snapper	<i>Pagrus auratus</i>
Whai	Stingray	<i>Dasyatis rhinobatis species</i>
Pioke	All species of shark includes, Greatwhite, bronzewhaler, Hammerhead etc	<i>Elasmobranchii species</i>
Kumukumu	Gurnard	<i>Chelidonichthus kumu</i>
Araara	Trevally	<i>Caranx georgianus</i>
Haku	Kingfish	<i>Seriola grandis</i>



SCHEDULE 5.20
FORM OF MINISTRY OF ECONOMIC DEVELOPMENT PROTOCOL

(Clause 5.12.2(c))

<p>PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY REGARDING CONSULTATION WITH TE URI O HAU BY THE MINISTRY OF ECONOMIC DEVELOPMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS</p>
--

1 INTRODUCTION

- 1.1 Under the Deed of Settlement between Te Uri o Hau and the Crown (*the Deed of Settlement*), the Crown through the Minister of Energy (*the Minister*) agreed to issue a Protocol setting out how the Ministry of Economic Development (*Ministry*) will consult with [Te Uri o Hau Governance Entity] on specified issues.
- 1.2 Both the Ministry of Economic Development and Te Uri o Hau 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 is to restate and reform the law relating to the management of Crown Owned Minerals. Section 4 of the Crown Minerals 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 of Energy is responsible under the Crown Minerals 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 of Economic Development administers the Crown Minerals Act on behalf of the Minister of Energy.
- 1.5 This Protocol will affect the administration of the Crown Minerals Act by the Ministry of Economic Development.

2 PURPOSE OF THIS PROTOCOL

- 2.1 With the intent of creating a constructive relationship between Te Uri o Hau and the Ministry in relation to the administration of the Crown Minerals Act, this Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Protocol. [Te Uri o Hau Governance



Entity] will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Protocol in accordance with the Crown Minerals Act and the relevant minerals programmes.

3 PROTOCOL AREA

3.1 This Protocol applies across Te Uri o Hau MED Protocol Area which means the area identified in the map included in *Attachment A* of this Protocol together with the waters (including foreshore and seabed) of the coastal areas adjacent to the coastal boundary of the area shown on that map:

- (a) Within the Kaipara and Mangawhai harbours; and
- (b) Extending to the outer limit of the Exclusive Economic Zone (as defined in the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977).

4 TERMS OF ISSUE

4.1 This Protocol is issued pursuant to *section XX* of the Te Uri o Hau Claims Settlement Act () (the *Settlement Legislation*) and clause 5.12 of the Deed of Settlement between the Crown and Te Uri o Hau, 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.

4.2 This Protocol must be read subject to the terms and conditions set out in the Schedules.

5 CONSULTATION

5.1 The Minister of Energy will ensure that [Te Uri o Hau Governance Entity] is consulted by the Ministry:

New Minerals Programme 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 Te Uri o Hau MED Protocol Area;



Petroleum Exploration Permit Block Offers

5.1.2 On the planning of any proposed petroleum exploration permit block offer, which relates, whether wholly or in part, to Te Uri o Hau 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 Te Uri o Hau MED Protocol Area; and

5.1.4 Except where the application relates to a block offer over which consultation has already taken place under clause 5.1.2;

Amendments to Petroleum Exploration Permits

5.1.5 Where any application to amend a petroleum exploration permit, by extending the land or minerals to which the permit relates, is considered; and

5.1.6 Where the application relates, wholly or in part, to Te Uri o Hau MED Protocol Area;

New Minerals Programme in Respect of Crown Owned Minerals Other Than Petroleum

5.1.7 On the preparation of new minerals programmes in respect of Crown Owned Minerals other than petroleum, which relate, whether wholly or in part, to Te Uri o Hau MED Protocol Area;

Permit Block Offers for Crown Owned Minerals Other Than Petroleum

5.1.8 On the planning of a competitive tender allocation of a permit block (being a specific area with defined boundaries available for allocation as a permit in accordance with the Minerals Programme for Coal, and the Minerals Programme for Minerals other than coal and petroleum), which relates, whether wholly or in part, to Te Uri o Hau MED Protocol Area;

Other Permit Applications for Crown Owned Minerals other than Petroleum

- 5.1.9 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 Te Uri o Hau MED Protocol Area;
- 5.1.10 Except where the application relates to a competitive tender allocation of a permit block over which consultation has already taken place under clause 5.1.8;

Amendments to Permits for Crown Owned Minerals Other Than Petroleum

- 5.1.11 When any application to amend a permit in respect of Crown Owned Minerals other than petroleum, by extending the land or minerals covered by an existing permit, is considered; and
- 5.1.12 Where the application relates, wholly or in part, to Te Uri o Hau 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 [Te Uri o Hau 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 programmes from time to time, and taking into account the circumstances of each case.

6 IMPLEMENTATION AND COMMUNICATION

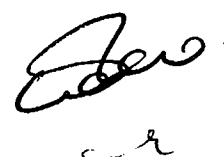
- 6.1 The form of consultation processes under which consultation will be carried out under clause 5 of this Protocol is that provided for, from time to time, under the relevant minerals programmes.
- 6.2 The basic principles that will be followed by the Ministry of Economic Development in each case are:
- 6.2.1 Ensuring that there is early consultation with [Te Uri o Hau Governance Entity] at the onset of the decision making processes in relation to any matters under clause 5 of this Protocol;
- 6.2.2 Providing [Te Uri o Hau Governance Entity] with sufficient information to make informed decisions and submissions in relation to any of the matters described in clause 5 of this Protocol;



FORM OF MINISTRY OF ECONOMIC DEVELOPMENT PROTOCOL

- 6.2.3 Ensuring that sufficient time is given for the participation of [Te Uri o Hau Governance Entity] in the decision making process and the consideration of submissions by [Te Uri o Hau Governance Entity] in relation to any of the matters described in clause 5 of this Protocol; and
- 6.2.4 Ensuring that the Ministry will approach the consultation with [Te Uri o Hau Governance Entity] with an open mind, and will genuinely consider the submissions of [Te Uri o Hau Governance Entity] in relation to any of the matters described in clause 5 of this Protocol.
- 6.3 The Ministry will seek to fulfil its obligations under this Protocol by:
- 6.3.1 Maintaining information on [Te Uri o Hau Governance Entity]s address and contact details as provided from time to time by [Te Uri o Hau Governance Entity];
- 6.3.2 As far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Protocol;
- 6.3.3 Nominating relevant employees to act as contacts with [Te Uri o Hau Governance Entity] in relation to issues concerning this Protocol;
- 6.3.4 Providing [Te Uri o Hau Governance Entity] with the names of the relevant employees who will act as contacts with [Te Uri o Hau Governance Entity] in relation to issues concerning this Protocol;
- 6.3.5 Meeting with or briefing [Te Uri o Hau Governance Entity] or its representatives in relation to issues concerning this Protocol at least annually.

[Insert appropriate attestation]

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ATTACHMENT A

TE URI O HAU MED PROTOCOL AREA

[map to be provided and placed behind this page]

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ATTACHMENT B
TERMS OF ISSUE

1 Definitions

In this Schedule, terms defined in this Protocol have the same meaning and:

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 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 Crown Minerals Act 1991, and within the scope of the relevant minerals programmes, and any prescribed substance within the meaning of the Atomic Energy Act 1945, that is the property of the Crown in accordance with sections 10 and 11 of the Crown Minerals Act 1991 and over which the Crown has jurisdiction in accordance with the Continental Shelf Act 1964;

Fisheries Legislation means the Fisheries Act 1996 or the Fisheries Act 1983;

Minister means the Minister of Conservation, the Minister of Fisheries, the Minister of Energy, or the Minister for Arts, Culture and Heritage (as the case may be);

Ministry means the Department of Conservation, the Ministry of Fisheries, the Ministry of Economic Development, or the Ministry for Culture and Heritage (as the case may be);

Protocol means a statement in writing, issued by the Crown through the Minister of Conservation, the Minister of Fisheries, the Minister of Energy, or the Minister for Arts, Culture and Heritage and Chief Executive of the Ministry for Culture and Heritage, (as the case may be) to Te Uri o Hau Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;

Te Uri o Hau means every individual who can trace Descent from one or more ancestors who Exercised Customary Rights:

(a) Arising from Descent from:



FORM OF MINISTRY OF ECONOMIC DEVELOPMENT PROTOCOL

- (v) Haumoewaarangi; and/or
- (vi) The tribal groups of Te Uri o Hau, Ngai Tahu, Ngati Tahinga, Ngati Rangi, Ngati Mauku, Ngati Kauae, Ngati Kaiwhare, and Ngati Kura; and

(b) Predominantly within Te Uri o Hau Area of Interest from 1840;

Descent means direct descent by birth or adoption. In relation to descent from a tribal group, Descent means direct descent by birth or adoption from the acknowledged founding ancestor or ancestors of that tribal group;

Exercised Customary Rights with respect to an area means exercised rights to that area according to Maori customary law, including through:

- (a) Occupancy;
- (b) Use and stewardship of lands or resources;
- (c) Burial; and/or
- (d) Affiliation to marae within the area; and

Te Uri o Hau Governance Entity means [insert name and description once entity established in accordance with the Deed].

2 Authority to issue, amend or cancel Protocols

Section [] of the Settlement Legislation provides that:

- (a) Subject to clause 2(c), each Minister may issue a Protocol, and may, from time to time, amend or cancel that Protocol;
- (b) A Protocol may be amended or cancelled pursuant to section [] of the Settlement Legislation at the initiative of either the Minister or Te Uri o Hau Governance Entity; and
- (c) The relevant Minister may amend or cancel a Protocol, only after consulting with, and having particular regard to, Te Uri o Hau Governance Entity.

3 Protocols subject to Crown obligations

Section [] of the Settlement Legislation provides that all Protocols shall be issued and amended, subject to, and without restriction upon:



FORM OF MINISTRY OF ECONOMIC DEVELOPMENT PROTOCOL

- (a) The obligations of the relevant Minister and the relevant Ministry to discharge their respective functions, powers and duties in accordance with existing law and government policy from time to time; and
- (b) The Crown's powers to amend policy and introduce legislation, including amending legislation.

4 Noting of Protocols

Section [] of the Settlement Legislation provides:

- (a) The existence of the Protocol issued under *clause 5.12.2(a)* of the Deed of Settlement, once issued, and as amended from time to time, and including a definition of the Protocols as set out in section [] of the Settlement Legislation and a summary of the terms of issue of the Protocols, shall be noted in conservation management strategies, conservation management plans and national park management plans from time to time affecting the area covered by the Protocol; and
- (b) That such noting of the Protocol issued under *clause 5.12.2(a)* of the Deed of Settlement shall be for the purpose of public notice only and shall not be amendments to the relevant strategies or plans for the purposes of section 17I of the Conservation Act 1987 or section 46 of the National Parks Act 1980;
- (c) That the existence of the Protocol issued under *clause 5.12.2(b)* of the Deed of Settlement, once issued, and as amended from time to time, and including a definition of the Protocols as set out in section [] of the Settlement Legislation and a summary of the terms of issue of the Protocols, shall be noted in fisheries plans from time to time affecting the area covered by the Protocol; and
- (d) That such noting of the Protocol issued under *clause 5.12.2(b)* of the Deed of Settlement shall be for the purpose of public notice only and shall not be amendments to the relevant strategies or plans for the purposes of section 11A of the Fisheries Act 1996.

5 Enforceability of Protocols

Section [] of the Settlement Legislation provides that:

- (a) The Minister must comply with the Protocol issued by that Minister as long as it remains in force;



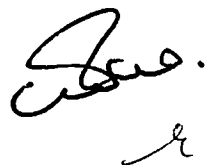
- (b) If the Minister fails unreasonably to comply with the Protocol issued by that Minister, Te Uri o Hau Governance Entity may, subject to the Crown Proceedings Act 1950, enforce the Protocol by way of public law action against the Minister;
- (c) Notwithstanding section [] of the Settlement Legislation, damages are not available as a remedy for failure to comply with the Protocol; and
- (d) Section [] of the Settlement Legislation does not apply to any guidelines developed in respect of the implementation of the Protocol.

6 Not breach of Deed

The Deed of Settlement provides that any failure by the relevant Minister to comply with a Protocol issued under *clause 5.12.2* of the Deed of Settlement shall not constitute a breach of the Deed of Settlement.

7 Limitation of rights

- (a) The Settlement Legislation provides that a Protocol issued under *clause 5.12.2(a)* of the Deed of Settlement does not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, land held, managed or administered, or flora and fauna managed or administered, under the Conservation Act 1987 or the statutes listed in the First Schedule to that Act.
- (b) The Settlement Legislation provides that a Protocol issued under *clause 5.12.2(b)* of the Deed of Settlement will not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, any assets or other property rights held, managed or administered under the Fisheries Legislation (including fish, aquatic life or seaweed).
- (c) The Settlement Legislation provides that a Protocol issued under *clause 5.12.2(c)* of the Deed of Settlement will not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to any Crown Owned Minerals held, managed or administered under the Crown Minerals Act 1991.
- (d) The Settlement Legislation provides that a Protocol issued under *clause 5.12.2(d)* of the Deed of Settlement will not have the effect of granting, creating or providing evidence of any estate or interest in, or any



rights of any kind whatsoever relating to, antiquities or artefacts, managed or administered under the Antiquities Act 1975.

8 Ministers may consult

The Deed of Settlement provides that nothing in any of the Protocols issued under *clause 5.12.2* of the Deed of Settlement restricts the ability of the relevant Minister or Ministry to consult with, or detracts from the responsibilities of the relevant Minister or Ministry in relation to, other parties or entities in addition to Te Uri o Hau Governance Entity, including, but not limited to, any other iwi, hapu, marae, whanau, or other representatives of tangata whenua.

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SCHEDULE 5.21
FORM OF MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

(Clause 5.12.2(d))

A PROTOCOL issued by the CROWN through the MINISTER FOR ARTS, CULTURE AND HERITAGE and CHIEF EXECUTIVE OF THE MINISTRY FOR CULTURE AND HERITAGE regarding INTERACTION with TE URI O HAU on ANTIQUITIES ISSUES

1 INTRODUCTION

1.1 Under the Deed of Settlement dated [] between Te Uri o Hau and the Crown (*the Deed of Settlement*), the Crown, through the Minister for Arts, Culture and Heritage (*the Minister*) and Chief Executive of the Ministry for Culture and Heritage (*the Chief Executive*), agreed to issue a Protocol on the following matters:

- (a) Newly found Artifacts;
- (b) The export of Artifacts; and
- (c) The Antiquities legislative framework.

1.2 The Minister and the Chief Executive, or other such persons acting in those capacities, and Te Uri o Hau are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi principle of partnership. That principle imposes on both Treaty partners the duty to act reasonably and in good faith and provides the basis of the actions of the Minister and the Chief Executive, as set out in this Protocol.

1.3 The Minister and the Chief Executive have certain functions, powers and duties in terms of the Antiquities Act 1975. In exercising such functions, powers and duties, the Minister and the Chief Executive will provide [Te Uri o Hau Governance Entity] with the opportunity for input, consistent with the Antiquities Act 1975, in the policy and decision making processes relating to the matters set out in this Protocol.

1.4 The Prime Minister authorises the Minister to be the Minister of the Crown responsible for the Antiquities Act 1975. The Minister and Chief Executive will notify the [Te Uri o Hau Governance Entity] of the office name and contact details of the person acting in those capacities from time to time.



2 PROTOCOL AREA

This Protocol applies across the Te Uri o Hau Antiquities Protocol Area, which means the area identified in the map included in *Attachment A* of this Protocol together with:

- (a) The Mangawhai Harbour;
- (b) The Kaipara Harbour and its tributaries; and
- (c) The waters (including the foreshore and seabed) of the coastal areas adjacent to the coastal boundary of the area shown on that map extending to the outer limit of the territorial sea (as defined in the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977).

3 TERMS OF ISSUE

This Protocol is issued pursuant to section [] of the Te Uri o Hau Claims Settlement Act [] (*the Settlement Legislation*) and *clause 5.12* 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.

4 OTHER TERMS

Other terms are defined in the attached *Attachment C* of this Protocol.

5 THE ROLE OF THE CHIEF EXECUTIVE OF THE MINISTRY FOR CULTURE AND HERITAGE UNDER THIS PROTOCOL

The Chief Executive has certain functions, powers and duties in terms of the Antiquities Act 1975 and will consult, notify and provide information to [Te Uri o Hau Governance Entity] within the limits of that legislation. The Chief Executive will:

- (a) Provide [Te Uri o Hau Governance Entity] on request with access, to information held by the Ministry for Culture and Heritage, as provided for by the Official Information Act 1982, including information on any Artifact identified as being of Te Uri o Hau origin, including items found within Te Uri o Hau Antiquities Protocol Area or found anywhere else in New Zealand;



FORM OF MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

- (b) Notify [Te Uri o Hau Governance Entity] in writing of any registered Artifact found within Te Uri o Hau Antiquities Protocol Area and of any registered Artifacts identified as being of Te Uri o Hau origin found anywhere else in New Zealand from the date of signing of this Protocol;
- (c) Consult with [Te Uri o Hau Governance Entity] when making a decision on who may have custody of an Artifact found within Te Uri o Hau Antiquities Protocol Area or identified as being of Te Uri o Hau origin found anywhere else in New Zealand;
- (d) Notify [Te Uri o Hau Governance Entity] in writing of the decision made by the Chief Executive on the custody of an Artifact where [Te Uri o Hau Governance Entity] has been consulted;
- (e) Consult with [Te Uri o Hau Governance Entity] in circumstances where there are requests from non-Te Uri o Hau persons or entities for the custody of Artifacts found within Te Uri o Hau Antiquities Protocol Area or identified as being of Te Uri o Hau origin found anywhere else in New Zealand;
- (f) Seek from [Te Uri o Hau Governance Entity] an expert opinion on any Artifact of Te Uri o Hau origin for which a person has applied to the Chief Executive for permission to export from New Zealand;
- (g) Notify [Te Uri o Hau Governance Entity] in writing of the decision made by the Chief Executive on an application to export an Artifact where the expert opinion was sought from [Te Uri o Hau Governance Entity];
- (h) Consult with [Te Uri o Hau Governance Entity] regarding their concerns and issues, notified by [Te Uri o Hau Governance Entity], about the Antiquities legislative framework;
- (i) Review the implementation of this Protocol biennially unless otherwise mutually agreed in writing by the Chief Executive and [Te Uri o Hau Governance Entity]; and
- (j) Train relevant Ministry for Culture and Heritage staff on this Protocol, as far as reasonably practicable, and provide ongoing training as required.



6 THE ROLE OF THE MINISTER FOR ARTS, CULTURE AND HERITAGE UNDER THIS PROTOCOL

The Minister has certain functions, powers and duties under the Antiquities Act 1975 and can consult, notify and provide information to [Te Uri o Hau Governance Entity] within the limits of that legislation. The Minister will consult with [Te Uri o Hau Governance Entity] where a person appeals the decision of the Chief Executive to:

- (a) Refuse permission to remove any Artifact from New Zealand; or
- (b) Impose conditions on an approval to export any Artifacts from New Zealand;

in the circumstances where [Te Uri o Hau Governance Entity] were originally asked for an expert opinion by the Chief Executive.

[insert appropriate attestations]

A handwritten signature in black ink, appearing to be 'J. Jones', with a small flourish underneath.

ATTACHMENT A
TE URI O HAU ANTIQUITIES PROTOCOL AREA

[map to be attached and placed behind this page]

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ATTACHMENT B TERMS OF ISSUE

1 Definitions

In this Schedule, terms defined in this Protocol have the same meaning and:

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 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 Crown Minerals Act 1991, and within the scope of the relevant minerals programmes, and any prescribed substance within the meaning of the Atomic Energy Act 1945, that is the property of the Crown in accordance with sections 10 and 11 of the Crown Minerals Act 1991 and over which the Crown has jurisdiction in accordance with the Continental Shelf Act 1964;

Fisheries Legislation means the Fisheries Act 1996 or the Fisheries Act 1983;

Minister means the Minister of Conservation, the Minister of Fisheries, the Minister of Energy, or the Minister for Arts, Culture and Heritage (as the case may be);

Ministry means the Department of Conservation, the Ministry of Fisheries, the Ministry of Economic Development, or the Ministry for Culture and Heritage (as the case may be);

Protocol means a statement in writing, issued by the Crown through the Minister of Conservation, the Minister of Fisheries, the Minister of Energy, or the Minister for Arts, Culture and Heritage and Chief Executive of the Ministry for Culture and Heritage, (as the case may be) to Te Uri o Hau Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;

Te Uri o Hau means every individual who can trace Descent from one or more ancestors who Exercised Customary Rights:

(a) Arising from Descent from:



- (vii) Haumoewaarangi; and/or
- (viii) The tribal groups of Te Uri o Hau, Ngai Tahu, Ngati Tahinga, Ngati Rangi, Ngati Mauku, Ngati Kauae, Ngati Kaiwhare, and Ngati Kura; and

(b) Predominantly within Te Uri o Hau Area of Interest from 1840;

Descent means direct descent by birth or adoption. In relation to descent from a tribal group, Descent means direct descent by birth or adoption from the acknowledged founding ancestor or ancestors of that tribal group;

Exercised Customary Rights with respect to an area means exercised rights to that area according to Maori customary law, including through:

- (a) Occupancy;
- (b) Use and stewardship of lands or resources;
- (c) Burial; and/or
- (d) Affiliation to marae within the area; and

Te Uri o Hau Governance Entity means [insert name and description once entity established in accordance with the Deed].

2 Authority to issue, amend or cancel Protocols

Section [] of the Settlement Legislation provides that:

- (a) Subject to clause (2), each Minister may issue a Protocol, and may, from time to time, amend or cancel that Protocol;
- (b) A Protocol may be amended or cancelled pursuant to section [] of the Settlement Legislation at the initiative of either the Minister or Te Uri o Hau Governance Entity; and
- (c) The relevant Minister may amend or cancel a Protocol, only after consulting with, and having particular regard to, Te Uri o Hau Governance Entity.

3 Protocols subject to Crown obligations

Section [] of the Settlement Legislation provides that all Protocols shall be issued and amended, subject to, and without restriction upon:

- (a) The obligations of the relevant Minister and the relevant Ministry to discharge their respective functions, powers and duties in accordance with existing law and government policy from time to time; and
- (b) The Crown's powers to amend policy and introduce legislation, including amending legislation.

4 Noting of Protocols

Section [] of the Settlement Legislation provides:

- (a) The existence of the Protocol issued under *clause 5.12.2(a)* of the Deed of Settlement, once issued, and as amended from time to time, and including a definition of the Protocols as set out in section [] of the Settlement Legislation and a summary of the terms of issue of the Protocols, shall be noted in conservation management strategies, conservation management plans and national park management plans from time to time affecting the area covered by the Protocol; and
- (b) That such noting of the Protocol issued under *clause 5.12.2(a)* of the Deed of Settlement shall be for the purpose of public notice only and shall not be amendments to the relevant strategies or plans for the purposes of section 17I of the Conservation Act 1987 or section 46 of the National Parks Act 1980;
- (c) That the existence of the Protocol issued under *clause 5.12.2(b)* of the Deed of Settlement, once issued, and as amended from time to time, and including a definition of the Protocols as set out in section [] of the Settlement Legislation and a summary of the terms of issue of the Protocols, shall be noted in fisheries plans from time to time affecting the area covered by the Protocol; and
- (d) That such noting of the Protocol issued under *clause 5.12.2(b)* of the Deed of Settlement shall be for the purpose of public notice only and shall not be amendments to the relevant strategies or plans for the purposes of section 11A of the Fisheries Act 1996.

5 Enforceability of Protocols

Section [] of the Settlement Legislation provides that:

- (a) The Minister must comply with the Protocol issued by that Minister as long as it remains in force;
- (b) If the Minister fails unreasonably to comply with the Protocol issued by that Minister, Te Uri o Hau Governance Entity may, subject to the Crown



Proceedings Act 1950, enforce the Protocol by way of public law action against the Minister;

- (c) Notwithstanding section [] of the Settlement Legislation, damages are not available as a remedy for failure to comply with the Protocol; and
- (d) Section [] of the Settlement Legislation does not apply to any guidelines developed in respect of the implementation of the Protocol.

6 Not breach of Deed

The Deed of Settlement provides that any failure by the relevant Minister to comply with a Protocol issued under *clause 5.12.2* of the Deed of Settlement shall not constitute a breach of the Deed of Settlement.

7 Limitation of rights

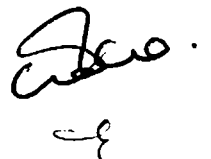
- (a) The Settlement Legislation provides that a Protocol issued under *clause 5.12.2(a)* of the Deed of Settlement does not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, land held, managed or administered, or flora and fauna managed or administered, under the Conservation Act 1987 or the statutes listed in the First Schedule to that Act.
- (b) The Settlement Legislation provides that a Protocol issued under *clause 5.12.2(b)* of the Deed of Settlement will not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, any assets or other property rights held, managed or administered under the Fisheries Legislation (including fish, aquatic life or seaweed).
- (c) The Settlement Legislation provides that a Protocol issued under *clause 5.12.2(c)* of the Deed of Settlement will not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to any Crown Owned Minerals held, managed or administered under the Crown Minerals Act 1991.
- (d) The Settlement Legislation provides that a Protocol issued under *clause 5.12.2(d)* of the Deed of Settlement will not have the effect of granting, creating or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to, antiquities or artefacts, managed or administered under the Antiquities Act 1975.

8 Ministers may consult



FORM OF MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

The Deed of Settlement provides that nothing in any of the Protocols issued under *clause 5.12.2* of the Deed of Settlement restricts the ability of the relevant Minister or Ministry to consult with, or detracts from the responsibilities of the relevant Minister or Ministry in relation to, other parties or entities in addition to Te Uri o Hau Governance Entity, including, but not limited to, any other iwi, hapu, marae, whanau, or other representatives of tangata whenua.


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**ATTACHMENT C
OTHER TERMS**

In this Protocol:

"Antiquity" has the same meaning as in the Antiquities Act 1975 (at Part 2) being:

- (a) Any chattel of any kind whatsoever, not being a chattel to which any of paragraphs (b) to (h) of this definition applies which:
 - (i) is of national, historical, scientific, or artistic importance; and
 - (ii) relate to the European discovery, settlement, or development of New Zealand; and
 - (iii) is, or appears to be, more than 60 years old.
- (b) Any artifact;
- (c) Any book, diary, letter, document, paper, record, or other written matter (whether in manuscript or printed form), photographic negative or print, film, printed reproduction of any picture, or sound recording:
 - (i) which relates to New Zealand and is of national, historical, scientific, artistic, or literary importance; and
 - (ii) which is more than 60 years old; and
 - (iii) of which, in the case of a book first printed and published in New Zealand, no copy is in the custody of the National Library of New Zealand;
- (d) Any work of art which relates to New Zealand, is more than 60 years old, and is of national, historical, or artistic value or importance;
- (e) Any type specimen of any animal, plant, or mineral existing or formally existing in New Zealand;
- (f) Any meteorite or part of a meteorite recovered in New Zealand;



FORM OF MINISTRY FOR CULTURE AND HERITAGE PROTOCOL

- (g) Any bones, feathers, or other parts or the eggs of the Mōa or other species of animals, birds, reptiles, or amphibians native to New Zealand which are generally believed to be extinct;
- (h) Any ship, boat, or aircraft, or any part of any ship, boat or aircraft, equipment, cargo, or article belonging to any ship, boat, or aircraft in any case where that ship, boat, or aircraft has been, or appears to have been, a wreck in New Zealand, or within the territorial waters of New Zealand, for more than 60 years and that ship, boat, aircraft, equipment, cargo, or article, as the case may be, is of national, historical, scientific, or artistic value or importance.” (section 2, Antiquities Act 1975).

“Artifact” has the same meaning as in the Antiquities Act 1975, being:

“Any chattel, carving, object, or thing which relates to the history, art, culture, traditions, or economy of the Māori 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.” (section 2, Antiquities Act 1975).

A handwritten signature in black ink, appearing to be 'J. J. J.', with a small flourish underneath.

PLACE NAMES

**SCHEDULE 5.22
PLACE NAMES***(Clause 5.14.1)*

Current Name	New Name	Topographical Map 260 Reference			
		Longitude	Latitude	Map	GR
Rocky Point	Whakapirau / Rocky Point	174 17.8 E	36 12.8 S	Q08	271 535
Pukearenga (<i>hill</i>)	Pukeareinga	174 23.5 E	36 07.4 S	Q08	359 634
Lake Mathews	Lake Karoro / Mathews	174 04.5 E	36 23.1 S	P09	070 349
Boar Hill	Puroa / Boar Hill	174 26.2 E	36 05.7 S	Q08	400 665
Bald Rock	Pukepohatu / Bald Rock	174 26.8 E	36 07.2 S	Q08	408 638
	Pou Tu o Te Rangi (<i>hill</i>)	173 52 E	35 57.6 S	P07	888 822
Tapu Bush	Whakapaingarara / Tapu Bush	174 04.5 E	36 18.9 S	P09	071 426
Waikere Creek	Waikeri Creek	174 09.1 E	36 19 S	Q09	139 423
	Manukapua Island	174 14.6 E	36 23.1 S	Q09	221 346
	Rangitane Pa	174 04.7 E	36 17.7 S	P09	073 449
	Mahipatua Pa	174 06 E	36 18.4 S	P09	093 436



PLACE NAMES

Current Name	New Name	Topographical Map 260 Reference			
		Longitude	Latitude	Map	GR
	Lake Wairere	174 00.9 E	36 16.6 S	P09	018 470
	Lake Otapuiti	174 04.4 E	36 21.7 S	P09	069 375
	Rotopouri	174 05.3 E	36 18.3 S	P09	083 438



DISCLOSURE INFORMATION

SCHEDULE 7.1 DISCLOSURE INFORMATION
(Clause 7.1)

REDRESS LAND

Property	Content	Sent to at address	Sent by	Date
Kellys Bay Road	<ul style="list-style-type: none"> Completed Disclosure Checklist 99/00 Maintenance Programme Budget Summary 1999-2000 Plan 3/1852 Copy of letter from Andy Wiseman of Knight Frank dated 12 Dec 2000 	Posted to: Esther Gray / William Wright TUOH Company Limited P O Box 657 Whangarei	A Hampton	First Letter Dated 26/7/2000 Posted 27/7/2000 Second Letter Dated 12/12/2000 Hand delivered 12/12/2000
Pouto Outdoor Education Centre	<ul style="list-style-type: none"> Letter to Office of Treaty Settlements from Impact Legal dated 22 August 2000 CT 128C/660 CT 128C/661 DP 39454 Property description Copy of Section 40 Public Works Act 1981 Investigation of Education Property at Puoto dated 14 April 2000 Copy of draft right of way easement to Pouto 2E7B2 Computed plan of a draft easement over Lot 2 DP 3954 	Delivered to: Esther Gray / William Wright TUOH Company Limited P O Box 657 Whangarei	A Hampton A Hampton	Letter 24/8/2000 Hand Delivered 25/8/2000 Letter 24/8/2000 Hand Delivered 25/8/2000 Letter 12/12/00 Hand delivered 12/12/2000

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

DISCLOSURE INFORMATION

Property	Content	Sent to at address	Sent by	Date
	<p>prepared by Reyburn and Bryant dated March 2000</p> <ul style="list-style-type: none"> • Copy of letter from Andy Wiseman of Knight Frank dated 12 December 2000 • Draft budget • Copy of right of way easement to Pouto 2E7B2 • Copy of plan of easement over Lot 2 DP 3954 prepared by Reyburn & Bryant dated March 2000 			

REDRESS LICENSED LAND

The binder of information provided to Te Uri o Hau by the Office of Treaty Settlements dated 14 January 2000 sent with a covering letter dated 17 January 2000, and with updates to the Pouto and Mangawhai data dated 8 February 2000 sent with a covering letter dated 9 February 2000 and further updates to the Pouto and Mangawhai data dated 11 December 2000 and hand delivered on 12 December 2000.



TERMS OF TRANSFER

SCHEDULE 7.2
TERMS OF TRANSFER
(*Clause 7.2.2*)

1 OPERATIVE CLAUSES

- 1.1 It is agreed that the Crown shall transfer the fee simple estate in each Commercial Redress Property upon the terms set out in *Section 7* and this *Schedule* subject to:
- (a) all matters noted on the register of title to the Commercial Redress Property at the date upon which this Deed is signed by both parties; and
 - (b) all other Encumbrances.
- 1.2 Each Commercial Redress Property shall be transferred as redress and without charge to, or consideration to be provided or paid by, Te Uri o Hau Governance Entity or any other person.

2 OBLIGATIONS PRIOR TO TRANSFER

The Crown shall maintain each Redress Land until the Settlement Date to a standard no worse than that which it was in at the date of this Deed, fair wear and tear excepted.

3 POSSESSION AND SETTLEMENT

- 3.1 Each Redress Land is to be transferred with vacant possession.
- 3.2 On the Settlement Date possession shall be given and taken.
- 3.3 Subject to *paragraph 8* of this Schedule, on the Settlement Date the Crown shall hand to Te Uri o Hau Governance Entity a registrable memorandum of transfer of the Commercial Redress Property, to be prepared by the Crown, (which shall be executed by Te Uri o Hau Governance Entity if necessary) together with all other instruments in registrable form which may be required for the purpose of registering the memorandum of transfer together with all instruments of title and all contracts and other documents which create rights, interests and obligations affecting the registered proprietor's interest and which shall continue following settlement.
- 3.4 All outgoings and incomings excluding insurance premiums shall be apportioned at the Settlement Date.



TERMS OF TRANSFER

- 3.5 The Crown shall pay all charges for electric power, gas, water, and other utilities due by them as owner or occupier of the Commercial Redress Property to the Settlement Date.
- 3.6 The Crown will supply a statement of apportionments to Te Uri o Hau Governance Entity before the Settlement Date. On the Settlement Date:
- (a) Te Uri o Hau Governance Entity shall pay to the Crown the amount by which the outgoings for the Commercial Redress Property prepaid by the Crown in respect of a period after the Settlement Date exceed the incomings received by the Crown for that period; or
 - (b) the Crown shall pay to Te Uri o Hau Governance Entity the amount by which the incomings received by the Crown in respect of a period after the Settlement Date exceed the outgoings for the Commercial Property prepaid by the Crown.

4 RISK AND INSURANCE

- 4.1 The Commercial Redress Property shall remain at the sole risk of the Crown until Settlement Date and from that date, it shall remain at the sole risk of Te Uri o Hau Governance Entity.
- 4.2 In the event that prior to the giving and taking of possession the 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 shall apply:
- (a) if the destruction or damage has been sufficient to render the Commercial Redress Property untenable and it is untenable on the Settlement Date Te Uri o Hau Governance Entity may:
 - (i) complete the transfer on condition that the Crown pay an amount as alternative redress to Te Uri o Hau Governance Entity equal to the amount of diminution in value of the Commercial Redress Property as at the Settlement Date; or
 - (ii) cancel this agreement as it affects the Commercial Redress Property by serving the Crown notice in writing in which case the Crown shall promptly pay as alternative redress to Te Uri o Hau



TERMS OF TRANSFER

Governance Entity the Redress Value in respect of that Commercial Redress Property; or

- (b) if the Commercial Redress Property is still tenable on the Settlement Date Te Uri o Hau Governance Entity shall complete the transfer on condition that the Crown pay an amount as alternative redress to Te Uri o Hau Governance Entity equal to the amount of the diminution in value of the Commercial Redress Property as at the Settlement Date;
- (c) either party may serve on the other party notice in writing requiring that any dispute as to the application of this paragraph be determined by an arbitrator to be appointed by the president or vice-president for the time being of the Law Society for the district where the Commercial Redress Property is situated, and the party serving the notice may at any time after that refer the dispute for determination. If the dispute is not determined by the Settlement Date then the parties' obligations relating to transfer and possession shall be deferred to the 5th Business Day following the date on which the dispute is determined. The arbitrator may determine that the possession date shall not be deferred or shall be deferred to another day or days.

4.3 Te Uri o Hau Governance Entity shall not be required to take over any insurance policies held by the Crown.

5 REDRESS VALUE

For the purposes of establishing a diminution in value under *paragraphs 4.2(b) or 4.2(a)(i)* or the amount of any damages arising out of a breach by the Crown of any of its obligations under this Schedule in respect of a Commercial Redress Property, the value of the Commercial Redress Property (immediately before the relevant event or damage) shall be deemed to be the Redress Value for that Commercial Redress Property.

6 TITLE, BOUNDARIES, ETC

- 6.1 The Crown shall not be bound to point out the boundaries of the Commercial Redress Property.
- 6.2 Te Uri o Hau Governance Entity is deemed to have accepted the Crown's title and shall not be entitled to make any objections or requisitions on it.



TERMS OF TRANSFER

- 6.3 Except as otherwise expressly set out in this Schedule, no error, omission or misdescription of a Commercial Redress Property or its title shall annul the transfer of the Commercial Redress Property.
- 6.4 The Crown shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the Commercial Redress Property and any contiguous land of the Crown but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the Crown shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the Commercial Redress Property.

7 FURTHER TRANSFER OBLIGATIONS

- 7.1 If the Crown or the relevant Transferor Agency receives any notice or demand from the Crown or any territorial authority or from any tenant after the Settlement Date the Crown or the relevant Transferor Agency shall, if not paying or complying with such notice or demand, immediately deliver it to Te Uri o Hau Governance Entity or Te Uri o Hau Governance Entity's solicitor and if the Crown fails to do so the Crown shall be liable for any penalty incurred.
- 7.2 Immediately after the Settlement Date the Crown shall give notice of the transfer to the territorial authority having jurisdiction in respect of the Commercial Redress Property.

8 DISCLOSURE INFORMATION

- 8.1 The Crown warrants to Te Uri o Hau Governance Entity that, at the date of this Deed, the Disclosure Information is all the material information that relates to the Commercial Redress Properties, of which the Transferor Agency is aware, the Transferor Agency having inspected its records but not having undertaken a physical inspection of the Commercial Redress Properties or made enquiries beyond its own records. This warranty does not extend to information which may be apparent from such an inspection or enquiry.
- 8.2 In respect of the Redress Licenced Land, Te Uri o Hau Governance Entity accepts and acknowledges that:
- (a) the Crown has provided no information in respect of any improvements on those properties (as defined in clause 1 of *Schedule 7.3* and in the definition of Redress Licensed Land in *clause 7.1*); and
 - (b) no representation or warranty is given by the Crown in relation to any such improvements.



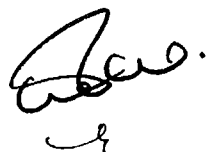
TERMS OF TRANSFER

- 8.3 Te Uri o Hau Governance Entity acknowledges and agrees that other than those set out in *paragraph 8.1* no representation or warranty is given, whether express or implied, nor is any responsibility accepted by the Crown with respect to:
- (a) the completeness or accuracy of Disclosure Information;
 - (b) the physical condition of the Commercial Redress Property;
 - (c) the compliance or otherwise of the Commercial Redress Property with any statutes, regulations, by-laws or any powers, rights and obligations under them, including any outstanding enforcement or other notice, requisition or proceeding issued under any code by any relevant authority, relating to or affecting the Commercial Redress Property;
 - (d) any other matter relating to the ownership, occupation, use or management of the Commercial Redress Properties.

8.4 Te Uri o Hau and the Crown acknowledge and record that prior to the date of this Deed, Te Uri o Hau had the opportunity to inspect the Commercial Redress Properties and satisfy itself as to the state and condition of the Commercial Redress Properties.

9 DELAYED TRANSFER OF LEGAL TITLE

- 9.1 If a certificate or certificates of title for the Commercial Redress Property has or have not been issued under the Land Transfer Act 1952, then the Crown covenants for the benefit of Te Uri o Hau Governance Entity that it will arrange for the issue of fee simple certificate or certificates of title for the Commercial Redress Property and shall then transfer the property 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 (whether registered or not) have effect and be enforceable, notwithstanding it is positive in effect and there may be 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 Commercial Redress Property to Te Uri o Hau Governance Entity, Te Uri o Hau Governance Entity will be the beneficial owner of that property and 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 Te Uri o Hau Governance Entity on the Settlement Date. In particular, the Crown shall permit Te Uri o Hau Governance Entity to enter into and take possession of and receive the income (excluding any Disputed



Licence Fees) from the Redress Licensed Land (subject to the Crown Forestry Licence).

10 MISCELLANEOUS

10.1 Further Assurances

Each of the Crown and Te Uri o Hau Governance Entity shall, at the request of the other party, execute and deliver any further documents or assurances and do all acts and things that the other party may reasonably require to give full force and effect to Section 7 and its Attachments and Schedules.

10.2 Provision of Information

- (a) Te Uri o Hau Governance Entity shall provide to the Crown such information and advice as the Crown may reasonably require to assist the Crown to defend actions and claims relating to the management of the Commercial Redress Property before the Settlement Date, and the Crown will reimburse Te Uri o Hau Governance Entity for the reasonable costs and expenses incurred by Te Uri o Hau Governance Entity in doing so.
- (b) Te Uri o Hau Governance Entity shall permit the Crown and its employees and agents access at all reasonable times to all information held by Te Uri o Hau Governance Entity in any form that it has received from the Crown in relation to management of the Commercial Redress Property before the Settlement Date.

10.3 Non-Merger

The agreements, obligations and warranties of the parties in Section 7 and its Attachments and Schedules shall not merge with the transfer of title to the Redress Licensed Land.



SCHEDULE 7.3
DEED GRANTING RIGHT OF WAY
EASEMENT IN GROSS
(Clause 7.2.3)

DATED:

PARTIES:

1. **TE URI O HAU GOVERNANCE ENTITY** (“the Grantor”)
2. **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (“the Grantee”)

BACKGROUND

- A. The Grantee wishes to enter upon and cross part/s of the Grantor’s Land for the purposes of gaining access to and egress from the Grantor’s land for management of adjacent land areas for conservation purposes.
- B. The Grantor has agreed to allow the Grantee to enter upon and cross part/s of the Grantor’s Land, for the purpose of enabling the Grantee to gain access to and egress from the Grantee’s Land from and to a public road 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:

“**Business Day**” means the period 8am to 5pm on any day of the week other than:

Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, Labour Day, and Waitangi Day; and

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

The days observed as the anniversaries of the province of Northland;



“**Commencement Date**” means the date first written above;

“**Conservation**” means the preservation and protection of natural and historic resources for the purpose of maintaining their intrinsic values, providing for the appreciation and recreational enjoyment by the public, and safeguarding the options of future generations, as defined in Section 2 of the Conservation Act 1987;

“**Crown Forestry Licence**” means a Crown Forestry Licence granted under section 14 of the Crown Forest Assets Act 1989;

“**Deed**” means this Deed, the Background and the Schedules annexed hereto;

“**Easement Area**” means the roadways within the Grantor’s Land nominated by the Grantor at the time notice is given under *clause 2.3* provided that if the Licensee (or, when the Crown Forestry Licence or other forestry arrangement is terminated, the Grantor) fails to give a nomination within a reasonable time, the Grantee may exercise the right in respect of that particular notice over any formed roadways within the Grantor’s Land;

“**Grantor’s Land**” means the land described in the Schedule and includes any part thereof;

“**Grantee**” means Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation and includes the Department of Conservation and includes the servants, agents, workpersons, licensees and invitees of the Department of Conservation; but does not include members of the general public; and

“**Grantee’s Land**” means:

Mangawhai Wildlife Refuge situated adjacent to the northern boundary of the Grantor’s Land, as described in Schedule I and includes any part thereof; and

Mangawhai coastal marginal strip situated along the adjacent seaward boundary to the east of the Grantor’s Land, as described in Schedule I and includes any part thereof;

“**Licensee**” means the Licensee under a Crown Forestry Licence or other forestry arrangement in substitution for, or replacement of, a Crown Forestry Licence over the Grantor’s Land and includes the successors and assigns of the Licensee.

1.2 Construction



DEED GRANTING RIGHT OF WAY EASEMENT IN GROSS


In the construction of this Deed unless the context otherwise requires:

- (a) the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Deed;
- (b) references to Clauses and Schedules are to the clauses and the schedule of this Deed;
- (c) references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to;
- (d) reference to a party to this Deed includes the party's successors, heirs and assigns in perpetuity; and in the case of the Grantor, includes its successors in law; and

the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 GRANT OF RIGHTS OF ACCESS TO GRANTEE

- 2.1 The Grantor hereby grants to the Grantee a right of way easement in gross over the Easement Area; together with the rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 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 Grantor's Land shall in perpetuity, be subject to the rights provided in this Deed.
- 2.2 The right of way easement in gross over the Easement Area is for the purpose of the Grantee gaining access to and egress from the Grantee's Land for conservation management purposes.
- 2.3 The Grantee shall notify the Grantor at least three (3) Business Days prior of the intention to enter and cross upon the Easement Area for the purpose of *clause 2.2*. The Grantor may impose such terms as it may think fit including prohibition of entry for health and safety issues, provided consent to use the Easement Area is not unreasonably withheld or delayed. The foregoing does not preclude the parties from agreeing or otherwise to such entry being programmed in advance and any notification given by the Grantee may not necessarily be in writing.
- 2.4 In recognition 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* of this Deed are granted subject to the following conditions and obligations:

- (a) The Grantee shall when passing or re-passing over the Easement Area:
- (i) remain on the Easement Area. When the Grantee is using the roadways within the Easement Area they must comply with all traffic laws and regulations as are applicable to public roads;
 - (ii) 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 by the Grantee in performance of its conservation management purposes;
 - (iii) not take or cause to be taken over the Easement Area any welding equipment without the prior written permission of the Grantor;
 - (iv) immediately after passing through any gates on the Easement Area, close such of them as were closed and lock such of them as were locked immediately before such passing through;
 - (v) 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 Easement Area, on any surrounding or adjoining land, forest or water, or to any vegetation on the Easement Area, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this *clause 3(a)(v)*):
 - (aa) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
 - (bb) 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;
 - (vi) observe the provisions of the Forest & Rural Fires Act and any direction of any Rural Fire Officer;



DEED GRANTING RIGHT OF WAY EASEMENT IN GROSS

- (vii) comply with any fire plan produced by the Grantor from time to time notified.
- (b) If the number of times the Grantee uses the Easement Area in any year exceeds five (5) times, the Grantee and the Grantor shall discuss whether it would be reasonable for the Grantee to contribute to the cost of maintaining a roadway in proportion to their use of that roadway.
- (c) The Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roadways, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee. The Grantee shall not be responsible for the repair of (or costs associated with that repair) any of the Grantor's roadways, tracks, fences, gates, drains, buildings or other structures which are damaged by a party other than the Grantee;
- (d) The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor;
- (e) The Grantee will ensure, at all times, in the exercise of the right set out in this Deed that it 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;
- (f) The Grantee shall not at any time carry out any earthworks or cut down, pull out, dig up, use, trim, cut, burn, remove, or otherwise dispose of any vegetation on the Easement Area or on any surrounding or adjoining land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, trimming, cutting, burning, removal or other disposal of any vegetation;
- (g) 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 Easement Area, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor;
- (h) The Grantee shall comply at all times with all requisite statutes, regulations and bylaws from time to time as they may affect the exercise of the Grantee's rights contained in this Deed; and where relevant, obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed;
- (i) Passage over the Easement Area shall be at the Grantee's own risk and neither the Grantor nor the Licensee shall have any liability in contract, tort



or otherwise to the Grantee for any costs, expenses, loss, injury or damage whether consequential or otherwise arising directly or indirectly from the exercise of rights under this Deed or any activity undertaken by the Grantor or Licensee on the Easement Area whether the expense, cost, loss, injury or damage is direct or indirect as a result of negligence or otherwise.

- (j) The Grantee will indemnify the Grantor against any loss, claims, fines, damages, costs, expenses, liabilities or proceedings suffered or incurred at any time by the Grantor or Licensee in connection with this Deed or as a result of the exercise by the Grantee of their rights under this Deed or any breach by the Grantee of their obligations, undertakings or warranties contained or implied in this Deed.

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 Easement Area, 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.

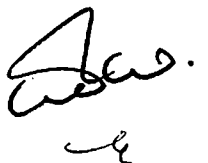
5 COSTS

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 CROWN FORESTRY LICENCE

While or so long as the Grantor's Land is subject to a Crown Forestry Licence or other forestry arrangement in substitution for, or replacement of, a Crown Forestry Licence, unless the context otherwise requires, all references in *clauses 2, 3, 4 and 11* to the Grantor, shall be read as a reference to the Grantor and the Licensee and the Grantor and the Licensee may exercise any rights set out in those clauses without prior reference to the other. Where any notices are to be given to the Grantor they shall also be given to the Licensee. For the avoidance of doubt, where the prior written consent of the Grantor is required under *clause 3*, the consent of both the Grantor and the Licensee is required.

7 ASSIGNMENT



DEED GRANTING RIGHT OF WAY EASEMENT IN GROSS

The Grantee may assign all its rights and obligations under this easement in gross to a purchaser of the Grantee's Land provided that the Grantee has obtained a Deed of Covenant between the purchaser and the Grantor agreeing to be bound by the terms of this Deed. From the date of such assignment the Grantee shall cease to have any liability whatsoever in respect of this easement in gross. The Grantor agrees to release the Grantee from all obligations under this easement in gross from the date of such assignment.

8 GRANTOR'S OBLIGATION ON SALE

The Grantor agrees that this Deed is binding on the Grantor and on all the successors in title to the Grantor's Land. The Grantor agrees that it will not transfer the Grantor's Land without first obtaining from the successor in title a Deed of Covenant from that successor agreeing to be bound by the provisions of this Deed.

9 REGISTRATION

The parties may further agree to have this Deed, or a Memorandum of Transfer granting a right of way easement in gross registered against the certificates of title/s of the Grantor's Land in the appropriate Land Titles Office. The parties shall do all such acts and things necessary to ensure that such registration can be affected. Such registration (including any necessary survey costs if any), shall be at the cost of the Grantee.

10 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.

11 NOTICES

11.1 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 in the Schedule of this Deed or to such address notified by the addressee in writing to the other party from time to time.

11.2 Any notice posted shall be deemed to be served three (3) Business Days after the date of posting.



12 **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.

A handwritten signature in black ink, appearing to be 'E. J. ...', with a small flourish underneath.

DEED GRANTING RIGHT OF WAY EASEMENT IN GROSS

IN WITNESS WHEREOF this Deed has been duly executed on the date first written above.

SIGNED for and on behalf of)
TE URI O HAU GOVERNANCE)
ENTITY as Grantor)

in the presence of:

Witness: _____

Occupation: _____

Address: _____

SIGNED for and on behalf of as)
Grantee by **STELLA FRANCES**)
Conservator for the Auckland Conservancy)
acting for the Minister of Conservation,)

in the presence of:

Witness: _____

Occupation: _____

Address: _____



SCHEDULE**1 GRANTOR'S LAND**

616.4350 hectares more or less being Lots 1, 2, 3 and 4 DP 138523 and Lot 1 DP 138524

2 GRANTEE'S LAND

Mangawhai Wildlife Refuge

245.2574 hectares more or less being, situated in Block [], Mangawhai Survey District, Gazette Notice [] (New Zealand Gazette 1982 pages 840 and 1695)

Mangawhai coastal marginal strip

Marginal Strip being part Lot 1 DP 138524, adjoining Lot 1 DP 138524, situated in Block IV, Mangawhai Survey District. Part Gazette Notice 15421 (New Zealand Gazette 1957 page 326)

3 GRANTOR'S ADDRESS

Te Uri o Hau Governance Entity
C/o Te Uri o Hau Company Limited
169 Hurndal Street
Maungaturoto
PO Box 657
WHANGAREI

4 GRANTEE'S ADDRESS

Department of Conservation
Auckland Conservancy
Private Bag 68908
Newton
AUCKLAND



SCHEDULE 7.4
DEED RELATING TO CONTINUED PUBLIC ACCESS

(Clause 7.2.)4

Date:

PARTIES

- (1) HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister for State Owned Enterprises and the Minister of Finance pursuant to Section 14 of the Crown Forest Assets Act 1989 ("*Crown*")
- (2) [*Insert name of Te Uri o Hau Governance Entity*] ("*Te Uri o Hau Governance Entity*")
- (3) CARTER HOLT HARVEY FORESTS LIMITED a duly incorporated company having its registered office at 640 Great South Road, Manukau City, Auckland, New Zealand ("*Licensee*")
- (4) CARTER HOLT HARVEY LIMITED a duly incorporated company having its registered office at 640 Great South Road, Manukau City, Auckland, New Zealand ("*Guarantor*")

BACKGROUND

- A. The Crown is the licensor and the Licensee is the licensee under a Crown Forestry Licence, granted with effect from 31 October 1990 and registered as Certificate of Title 100A/3 ("*Licence*"), in respect of an area of land comprising 492.49 hectares more or less being Lot 1 on DP 138524, North Auckland Land District ("*Land*").
- B. Under a deed of settlement dated [] the Crown agreed to transfer the Land to Te Uri o Hau Governance Entity subject to the Licence and otherwise on the basis set out in that deed, including a requirement that this Deed be entered into.
- C. There is a public access easement over the Land from Black Swamp Road along Pacific Road No. 2 to the carpark at the end of the road (as shown marked "C" on DP 138524).
- D. Public access from the carpark to the eastern boundary of the Land, being the mean high water mark ("*beach*") is currently authorised under clause 6.2



DEED RELATING TO CONTINUED PUBLIC ACCESS

of the Licence, which provides for a right of public entry and use of the Land for recreational purposes (so long as the Crown is the licensor under the Licence). But once the land is transferred to Te Uri o Hau Governance Entity, clause 6.2 ceases to apply.

- E. The parties have agreed that, following the transfer of the Land to Te Uri o Hau Governance Entity, and following the termination of the Licence, the public will continue to have the right of access between the carpark and the eastern boundary of the Land to the beach.

BY THIS DEED IT IS AGREED AND DECLARED AS FOLLOWS:**1 Definition**

In this Deed "*relevant area*" means that part of Lot 1, DP 138524, North Auckland Land District, between the area shown "C" on the said plan and the Mean High Water Spring.

2 Public access during term of licence

The Licensee agrees that, once the land is transferred to Te Uri o Hau Governance Entity, the Licensee will ensure that the public continues to have access across the relevant area to the beach, subject to *clause 4*, even though *clause 6.2* of the Licence ceases to apply.

3 Public access after termination of licence

Te Uri o Hau Governance Entity agrees that, once the Licence is terminated in respect of the relevant area, Te Uri o Hau Governance Entity will ensure that the public continues to have access across the relevant area to the beach, subject to *clauses 4* and *5*.

4 Nature of access

The parties acknowledge that the public currently use all the relevant area to achieve access to the beach and that there are no defined pathways within the relevant area. The Licensee and Te Uri o Hau Governance Entity agree that this mode of access to the beach across the relevant area may continue until the relevant area is required for a development (in which case *clause 5* applies) but, that the Licensee or Te Uri o Hau Governance Entity (as the case may be) may direct the public along a specified walkway on the relevant area. The Licensee or Te Uri o Hau Governance Entity shall have the discretion to control entry and use of the relevant area including any specified walkway or walkways in the relevant



area for reasons relating to the safety of the public or of those working on the Land or for the protection of trees, buildings, plant, equipment and related items.

5 Future Development

If:

- (a) Te Uri o Hau Governance Entity obtains all necessary resource consents to carry out a development of the relevant area and adjoining land; and
- (b) the development includes provision for a dedicated pedestrian accessway across a surveyed area within the relevant area to the beach by way of a registered easement or accessway vested in the territorial authority,

then, from the date on which such dedicated pedestrian accessway is legally created this Deed will be of no further effect.

6 Enforceability by the Crown

This Deed is enforceable by the Crown on behalf of the public.

Signed for and on behalf of

HER MAJESTY THE QUEEN

by

in the presence of

Name:

Occupation:

Address:



DEED RELATING TO CONTINUED PUBLIC ACCESS

Signed by **TE URI o HAU**
GOVERNANCE ENTITY

in the presence of:

Name:

Occupation:

Address:

Signed by **CARTER HOLT**
HARVEY FORESTS LIMITED

in the presence of:

Name:

Occupation:

Address:

A handwritten signature in black ink, appearing to be 'C. Holt', with a small flourish underneath.

Signed by **CARTER HOLT
HARVEY LIMITED**

in the presence of:

Name:

Occupation:

Address:

[Handwritten signature]

RIGHT OF FIRST REFUSAL

SCHEDULE 8.1
DEED OF GRANT OF RIGHT OF FIRST REFUSAL OVER CROWN
LAND

(Clause 8.1.1)

DATE:

BETWEEN:

- (1) *[insert name of Te Uri o Hau Governance Entity]* (“*Te Uri O Hau Governance Entity*”)
- (2) HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND (*the Crown*)

BACKGROUND:

- A. Te Uri o Hau and the Crown are parties to a Deed of Settlement dated [].
- B. Under that Deed of Settlement, the Crown agreed with Te Uri o Hau that (if that Deed of Settlement became unconditional) it would enter into a deed granting Te Uri o Hau Governance Entity a right of first refusal over certain properties owned by the Crown.
- C. This Deed is in satisfaction of the obligations of the Crown referred to in *Background B*.

NOW THEREFORE the parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

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



RIGHT OF FIRST REFUSAL

- (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 same meaning as in section 2(1) of the Public Finance Act 1989 but, for the avoidance of doubt, does not include the New Zealand Railways Corporation;

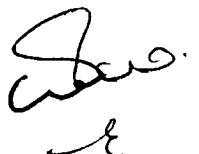
Crown Body means:

- (a) the Crown (whether acting through a Minister or otherwise);
- (b) a Crown entity (as defined in the Public Finance Act 1989) and includes the New Zealand Railways Corporation;
- (c) a State enterprise (as defined in 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 any subsidiary of or related company to, any such company or body;

Dispose means:

- (a) to transfer an estate in fee simple; or
- (b) to grant a new lease the term of which, including rights of renewal or of extension is, or could be, for 50 years or longer;

but does not include the vesting of a reserve under section 26 or section 26A of the Reserves Act 1977;



RIGHT OF FIRST REFUSAL

Effective Date means [here insert the date on which the Deed of Settlement becomes unconditional];

Expiry Date means, in respect of an RFR Notice, the date one month after the RFR Notice is received by Te Uri o Hau Governance Entity;

RFR Area has the same meaning as in the Deed of Settlement and is the area identified in the map included in the *Third Schedule*;

RFR Notice means a written notice to Te Uri o Hau Governance Entity which offers to Dispose of the RFR Property to Te Uri o Hau Governance Entity at the price and on the terms and conditions set out in the notice;

RFR Property means every parcel of land which is:

- (a) in the RFR Area on the Effective Date and is:
- (i) vested in the Crown or held by the Crown under any Act; or
 - (ii) vested in another person under section 26 or section 26A of the Reserves Act 1977;

but does not include:

- (iii) the following parcels of land:
 - (aa) Corner Cove, Tara and Garbolino Roads, Mangawhai Allotment 241 Parish of Mangawhai, Block III Mangawhai Survey District;
 - (bb) 2 View Road, Maungaturoto, Lot 2 DP 42651 and being Part Ohungarere Block; and
 - (cc) Ararua Road (School) Ararua Part Allotment 123 Parish of Matakoho; or
- (iv) any land or roads vested in the Crown by section 44 of the Transit New Zealand Act 1989, or
- (v) any "railways assets" of the Crown within the meaning of paragraph (c) of the definition of "railway assets" in section 2 of the New Zealand Railways Corporation Restructuring Act 1990;



RIGHT OF FIRST REFUSAL

- (b) transferred to the Crown as the consideration, or part of the consideration, for a disposal under *clause 7.1(g)*.

1.2 Interpretation

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

- (a) headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- (b) 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;
- (c) the singular includes the plural and vice versa, and words importing one gender include the other genders;
- (d) a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations;
- (e) a reference to a document includes an amendment or supplement to, or a replacement or novation of, that document;
- (f) references to monetary amounts are to New Zealand currency;
- (g) 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;
- (h) a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- (i) a reference to a date on which something must be done includes any other date which may be agreed in writing between Te Uri o Hau Governance Entity and the Crown;
- (j) where the day on or by which anything to be done is not a Business Day, that thing must be done on or by the next Business Day; and
- (k) a reference to time is to time in New Zealand.



RIGHT OF FIRST REFUSAL

2 NOTICE TO BE GIVEN BEFORE DISPOSING OF AN RFR PROPERTY**2.1 Crown must give RFR Notice**

The Crown must, before Disposing of an RFR Property, give an RFR Notice in respect of the property.

2.2 Crown may withdraw notice

The Crown may withdraw an RFR Notice at any time before Te Uri o Hau Governance Entity accepts the offer in that notice under *clause 3*. If the Crown withdraws a notice, *clause 2.1* still applies to the RFR Property so that the Crown must give another RFR Notice before it Disposes of the RFR Property.

3 ACCEPTANCE BY TE URI O HAU GOVERNANCE ENTITY

If, by the Expiry Date, Te Uri o Hau Governance Entity accepts the offer set out in the RFR Notice by notice in writing to the Crown, a contract for the Disposal of the RFR Property is constituted between the Crown and Te Uri o Hau Governance Entity.

4 NON-ACCEPTANCE BY TE URI O HAU GOVERNANCE ENTITY

If:

- (a) the Crown gives Te Uri o Hau Governance Entity an RFR Notice; and
- (b) Te Uri o Hau Governance Entity does not accept the offer set out in the RFR Notice by notice in writing to the Crown by the Expiry Date; -

the Crown:

- (c) may, at any time during the period of 2 years from the Expiry Date, Dispose of the RFR Property if the price and 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 Te Uri o Hau Governance Entity; but
- (d) must, promptly after entering into an agreement to Dispose of the RFR Property to a purchaser or lessee give written notice to Te Uri o Hau Governance Entity of that fact and disclosing the terms of the agreement; and
- (e) must not Dispose of the RFR Property after the end of that 2 year period without first giving an RFR Notice under *clause 2.1*.



RIGHT OF FIRST REFUSAL

5 RE-OFFER REQUIRED

If:

- (a) the Crown has given Te Uri o Hau Governance Entity an RFR Notice; and
- (b) Te Uri o Hau Governance Entity does not accept the offer set out in the RFR Notice by notice in writing to the Crown by the Expiry Date; and
- (c) the Crown proposes to Dispose of the RFR Property again but at a price, or on other terms and conditions, more favourable to the purchaser or lessee than on the terms in the RFR Notice,

the Crown may do so only if it first gives another RFR Notice under *clause 2.1*.

6 TERMS OF THIS DEED NOT TO AFFECT CERTAIN RIGHTS AND RESTRICTIONS

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

- (a) the terms of any gift, endowment, or trust relating to any RFR Property existing before the Effective Date;
- (b) the rights of any holders of mortgages over, or of security interests in, any RFR Property ;
- (c) any legislation or rule of law that must be complied with before any RFR Property is Disposed of to Te Uri o Hau Governance Entity;
- (d) any feature of the title to, or any characteristic of, any RFR Property that prevents or limits the Crown's right to Dispose of the RFR Property to Te Uri o Hau Governance Entity;
- (e) any legal requirement that:
 - (i) prevents or limits the Crown's ability to sell or otherwise Dispose of an RFR Property to Te Uri o Hau Governance Entity; and
 - (ii) 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); and

RIGHT OF FIRST REFUSAL

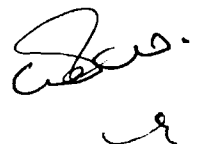
- (f) any requirement under any legislation or rule of law that the Crown must Dispose of an RFR Property to any third party.

7 THIS DEED DOES NOT APPLY IN CERTAIN CASES

7.1 Disposal to certain persons are exempt

Clause 2.1 does not apply if the Crown is Disposing of an RFR Property to:

- (a) Te Uri o Hau Governance Entity;
- (b) a person to give effect to this Deed or to the Deed of Settlement referred to in *Background A*;
- (c) a Crown Body, if that Crown Body takes the RFR Property subject to the terms of this Deed and enters into a deed (at the Crown's expense) in favour of Te Uri o Hau Governance Entity in the form set out in the First Schedule to this Deed;
- (d) a person to whom the RFR Property is being Disposed of under any of the following enactments:
 - (i) sections 40 or 41 of the Public Works Act 1981 (or those sections as applied by any other legislation);
 - (ii) sections 23, 24 or 26 of the New Zealand Railways Corporation Restructuring Act 1990;
 - (iii) section 207(4) of the Education Act 1989;
- (e) the existing tenant of a house on any RFR Property that is held on the Effective Date for education purposes;
- (f) a person who immediately before the Disposal, holds a legal right created on or before the Effective Date to purchase the RFR Property or to be granted a lease of it or be offered the opportunity to purchase the RFR Property or take a lease of it;
- (g) a person to whom the RFR Property is being Disposed of under any of the following enactments:
 - (i) sections 16A or 24E of the Conservation Act 1987;
 - (ii) section 15 of the Reserves Act 1977; or



RIGHT OF FIRST REFUSAL

- (iii) an Act of Parliament that:
- (aa) excludes the RFR Property from a national park within the meaning of the National Parks Act 1980; and
 - (bb) 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;
- (h) a person to whom the RFR Property is being Disposed of under section 93(4) of the Land Act 1948;
- (i) the lessee under a lease of an RFR Property granted, on or before the Effective Date, (or granted after that date but in renewal of a lease granted on or before that date) under:
- (i) section 66 of the Land Act 1948;
 - (ii) section 67 of the Land Act 1948;
 - (iii) section 93(4) of the Land Act 1948; or
 - (iv) the Crown Pastoral Lands Act 1998;
- (j) a person to whom the land is being disposed of under any of the following enactments:
- (i) 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
 - (ii) section 119(2) of the Public Works Act 1981;
- (k) a person to whom the RFR Property is being Disposed of by way of gift for charitable purposes; or
- (l) a person to whom the RFR Property is being Disposed of under section 355(3) of the Resource Management Act 1991.



RIGHT OF FIRST REFUSAL

7.2 Effect of exempt Disposals to Crown Bodies

A Crown Body to whom an RFR Property is being Disposed of under *clause 6* or *clauses 7.1(d) to (l)* (inclusive) is not required to enter into a deed under *clause 7.1(c)*.

7.3 Disposals for certain purposes are exempt

7.3.1 *Clause 2.1* does not apply:

(a) To the Disposal of an RFR Property to a local authority under section 50 of the Public Works Act 1981; or

(b) To the Disposal of an RFR Property which:

(i) immediately before the Disposal is held by the Crown for a public work (as defined in the Public Works Act 1981); and

(ii) 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 was 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 Te Uri o Hau Governance Entity in the form set out in the First Schedule to this Deed if *clause 7.3.1(a)* applies or the Second Schedule to this Deed if *clause 7.3.1(a)* does not apply.

7.4 Effect of exempt Disposals

A person to whom an RFR Property is being Disposed of under *clause 6* or *clause 7.1(d) to (l)* (inclusive) is not required to enter into a deed under *clause 7.3.1*.

8 TIME LIMITS

Time is of the essence for all time limits imposed on the Crown and Te Uri o Hau Governance Entity under this Deed. The Crown and Te Uri o Hau Governance Entity may agree in writing to an extension of time limits.



RIGHT OF FIRST REFUSAL

9 ENDING OF RIGHT OF FIRST REFUSAL**9.1 RFR ends on Disposal which complies with this Deed**

The obligations of the Crown set out in this Deed shall end in respect of each RFR Property on a transfer of the estate in fee simple of the RFR Property in accordance with *clauses 3, 4, 6 or 7*.

9.2 RFR ends after 50 years

The obligations of the Crown set out in this Deed end 50 years after the Effective Date.

10 DISPOSAL OF MORE THAN ONE PROPERTY

Any offer made under *clause 2.1* may be in respect of more than one RFR Property but this Deed shall apply to that offer as if all the RFR Properties included in the offer were a single RFR Property.

11 NOTICES**11.1 Notices in writing**

Any notice or other communication given under this Deed to a party shall be in writing addressed to that party at the address or facsimile number from time to time notified by that party in writing to the other party. Until any other address or facsimile number of a party is notified, they will be as follows:

The Crown:

The Solicitor General
Crown Law Office
St Pauls Square
45 Pipitea Street
(PO Box 5012)
WELLINGTON

Te Uri o Hau Governance Entity:

TUOH Company Limited
169 Hurndal Street
MAUNGATUROTO
(PO Box 657)
(WHANGAREI)

11.2 Methods of delivery

Delivery of a notice may be effected by hand, by mail or by facsimile.

11.3 Hand delivery

A notice or other communication delivered by hand will be deemed to have been received at the time of delivery. However, if the delivery is not made on a Business Day or is made after 5.00 pm on a Business Day, then the notice or other communication will be deemed to have been received on the next Business Day.



RIGHT OF FIRST REFUSAL

11.4 Delivery by post

A notice or other communication delivered by mail will be deemed to have been received on the second Business Day after posting.

11.5 Delivery by facsimile

A notice or other communication sent by facsimile will be deemed to have been received on the day of transmission. However, if the date of transmission is not a Business Day or the transmission is sent after 5.00 pm on a Business Day then the notice or other communication will be deemed to have been received on the next Business Day after the date of transmission.

12 NO ASSIGNMENT

Te Uri o Hau Governance Entity's rights and obligations under this Deed of Grant of Right of First Refusal Over Crown Land are not assignable.

EXECUTED as a deed on the date first written above.

[Insert execution clauses]

A handwritten signature in black ink, appearing to be 'J. J. J.', located in the bottom right corner of the page.

RIGHT OF FIRST REFUSAL

FIRST SCHEDULE*(Clause 7.1(c) of this Deed)***DEED OF COVENANT***Date:***PARTIES**

- (1) *[insert name of Te Uri o Hau Governance Entity] ("Te Uri O Hau Governance Entity")*
- (2) *[THE CROWN BODY] (New Owner)*
- (3) *[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] (Current Owner)*

BACKGROUND

- A The New Owner intends to take from the Current Owner a Disposal of the Property described in the schedule to this Deed (*Property*).
- B The Property is subject to a deed of grant of right of first refusal dated [] between the Crown and Te Uri o Hau Governance Entity (*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 Te Uri o Hau 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.

NOW THEREFORE the parties agree as follows:

1 DEFINITIONS AND INTERPRETATION**1.1 Defined Terms**

In this Deed, unless the context requires otherwise:

terms or expressions that are not defined in this Deed, but are defined in the Principal Deed, have the meanings given to them by the Principal Deed;

RIGHT OF FIRST REFUSAL

Effective Date means the date on which the New Owner takes a Disposal of the Property;

Property has the meaning given to it in Background A;

Principal Deed has the meaning given to it in Background B;

Transfer means the transfer described in *clause 2*.

1.2 Interpretation

The rules of interpretation set out in clause 1.2 of the Principal Deed also apply to the interpretation of this Deed.

2 TRANSFER BY CURRENT OWNER

The Current Owner transfers to the New Owner (with effect from the Effective Date) all its rights and obligations under the Principal Deed in so far as they relate to the Property.

3 ACCEPTANCE BY NEW OWNER

The New Owner, for the benefit of the Current Owner and Te Uri o Hau Governance Entity, accepts the Transfer.

4 CONSENT AND RELEASE BY THE TE URI O HAU GOVERNANCE ENTITY

Te Uri o Hau Governance Entity consents to the Transfer and releases the Current Owner (with effect from the Effective Date) from all of its obligations under the Principal Deed insofar as they relate to the Property.

EXECUTED as a deed on the date first written above

[Insert execution clauses for Current owner

New owner

Te Uri o Hau Governance Entity.]

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

RIGHT OF FIRST REFUSAL

SCHEDULE
The Property

[describe the property]

(

(

A handwritten signature in black ink, appearing to be 'A. J. ...', located in the bottom right corner of the page.

RIGHT OF FIRST REFUSAL

SECOND SCHEDULE*(Clause 7.3.1 of this Deed)***DEED OF COVENANT***Date:***PARTIES**

- (1) *[insert name of Te Uri o Hau Governance Entity] (“Te Uri O Hau Governance Entity”)*
- (2) *[Insert name of person taking Disposal under clause 7.3.1] (New Owner)*
- (3) **[HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND]** or **[The Crown Body]** *(Current Owner)*

BACKGROUND

- A The New Owner intends to take from the Current Owner a Disposal of the Property described in the schedule to this Deed (*Property*).
- B The Property is subject to a deed of grant of right of first refusal dated [] between the Crown and Te Uri o Hau Governance Entity (*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 Te Uri o Hau 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.

NOW THEREFORE the parties agree as follows:

1 DEFINITIONS AND INTERPRETATION**1.1 Defined Terms**

In this deed, unless the context requires otherwise:

terms or expressions that are not defined in this Deed, but are defined in the Principal Deed, have the meanings given to them by the Principal Deed;

RIGHT OF FIRST REFUSAL

Effective Date means the date on which the New Owner takes a Disposal of the Property;

Property has the meaning given to it in Background A;

Principal Deed has the meaning given to it in Background B;

Transfer means the transfer described in *clause 2*.

1.2 Interpretation

The rules of interpretation set out in clause 1.2 of the Principal Deed also apply to the interpretation of this Deed.

2 TRANSFER BY CURRENT OWNER

The Current Owner transfers to the New Owner (with effect from the Effective Date) all its rights and obligations under the Principal Deed in so far as they relate to the Property.

3 ACCEPTANCE BY NEW OWNER

The New Owner, for the benefit of the Current Owner and Te Uri o Hau Governance Entity, accepts the Transfer.

4 CONSENT AND RELEASE BY TE URI O HAU GOVERNANCE ENTITY

Te Uri o Hau Governance Entity consents to the Transfer and releases the Current Owner (with effect from the Effective Date) from all of its obligations under the Principal Deed insofar as they relate to the Property.

5 OBLIGATION TO MAKE OFFER

5.1 Request by the Te Uri o Hau Governance Entity

Te Uri o Hau Governance Entity may give written notice to the New Owner requesting the New Owner to make an offer under clause 2.1 of the Principal Deed.

5.2 Offer notice to be given if Property no longer required

The New Owner must give a written notice under clause 2.1 of the Principal Deed if, on the date of receipt by the New Owner of a notice under *clause 5.1*, 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



RIGHT OF FIRST REFUSAL

referred to in *clause 7.3.1* of the Principal Deed. *Clause 2.2* of the Principal Deed does not apply to that written notice.

5.3 Frequency of requests

A notice under *clause 5.1* may not be given within 3 years:

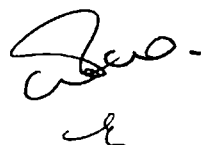
- (a) of the Effective Date; and
- (b) of the date of receipt by the New Owner of the last notice under *clause 5.1*.

EXECUTED as a deed on the date first written above

[Insert execution clauses for Current owner

New Owner

Te Uri o Hau Governance entity]



RIGHT OF FIRST REFUSAL

**SCHEDULE
THE PROPERTY**

[describe the property]

[Handwritten signature]

THIRD SCHEDULE
(Clause 1.1 of this Deed)
RFR AREA

[Map to be attached]

[Handwritten signature]
cl.