

TE ĀTIAWA O TE WAKA-A-MĀUI

and

TE ĀTIAWA O TE WAKA-A-MĀUI TRUST

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS**

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1. STATEMENTS OF ASSOCIATION

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1.1 QUEEN CHARLOTTE SOUND KAITIAKI

1.1: QUEEN CHARLOTTE SOUND KAITIAKI

Te toto o te tangata, he kai; te oranga o te tangata, he whenua

A person's blood is obtained from the food eaten, and it is from the land that sustenance is derived

Te Ātiawa o Te Waka-a-Māui has exercised kaitiakitanga with the strongest customary authority over the Queen Charlotte Sound and Islands, including the inherent responsibilities associated with the sustainable management of the environmental resources and taonga.

The Queen Charlotte natural environment is of the utmost importance to Te Ātiawa o Te Waka-a-Māui. Our iwi maintain a continuing relationship with the land, the environment and the moana, as well as between the people and the spiritual and cosmological bodies. The land, valleys, hills, bays, rocks, water and seaways are viewed as not only resources, but more importantly as a collective identity. They are essential roots that entwine the components of what it means to be Te Ātiawa o Te Waka-a-Māui.

Queen Charlotte Sound and Islands are taonga which must be protected. Te Ātiawa o Te Waka-a-Māui has a role as kaitiaki to safeguard ngā taonga tuku iho (the treasures passed down from our ancestors) for present and future generations, and we are aware of the significant efforts that are required to protect and nurture native species of flora and fauna for future generations.

The Powelliphanta is found in the Queen Charlotte Sound and the Kahurangi National Park, and is a taonga of great importance to Te Ātiawa o Te Waka-a-Māui. They are carnivorous land snails that feed on native worms, and their oversize shells come in an array of colours and patterns ranging from hues of red and brown to yellow and black.

Te Ātiawa o Te Waka-a-Māui have kaitiaki responsibilities for every bay, point, island and waterway within Queen Charlotte Sound and the Islands. This is about our obligation to care for these resources, as well as our relationship with land and the natural world that is widely articulated by tangata whenua with regard to environmental responsibilities. These responsibilities are often explained as emanating from the spiritual realm, with obligations to care for the land, which in turn ensures the wellbeing of the people. Hapū and whānau traditions of knowledge of land and waters, and mātauranga Māori, are integral to Te Ātiawa o Te Waka-a-Māui.

The coastal marine area in Queen Charlotte Sound is approximately forty-nine kilometres in length from its head at the Grove to the entrance at Cape Jackson. Kura te Au (the Tory Channel) is twenty kilometres long and is known as a food basket for Te Ātiawa o Te Waka-a-Māui.

Kura te Au and Arapaoa Island are named after the great Māori ancestors Kupe and Te Wheke. Te Ātiawa o Te Waka-a-Māui have several pā sites, papakāinga and burial sites within the Channel. Tidal streams can be very strong through the east entrance to Tory and great care must be taken. At its western end it joins the larger Queen Charlotte Sound, which it meets halfway along the latter's length. Its eastern end meets Cook Strait close to the latter's narrowest point.

The many bays within Queen Charlotte Sound vary in depth with headland reefs, cobble fringes, sub-tidal slopes and deep mud flats. The many sheltered bays in Queen Charlotte Sound are valued for scallops, crayfish and green shell mussels, mainly on the northern side. The kaimoana found within Queen Charlotte Sound is of immense significance to Te Ātiawa o Te Waka-a-Māui, and Te Ātiawa o Te Waka-a-Māui have an obligation as kaitiaki to ensure

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1.1: QUEEN CHARLOTTE SOUND KAITIAKI

the kaimoana resources are passed on in a better condition for the next generation.

During the 1800's and 1900's, Queen Charlotte Sound was a hive of activity with many Te Ātiawa o Te Waka-a-Māui residing in the various bays and coming into Waitohi and later on into Waikawa to tend cultivations, as well as for political, social and economic reasons. Often staying days or weeks, Te Ātiawa o Te Waka-a-Māui whānau would then begin their journey back to their papakāinga taking supplies and calling into other bays to visit whānau.

Since our arrival into Te Waka-a-Māui, Te Ātiawa o Te Waka-a-Māui have travelled throughout Queen Charlotte Sound via waka, often rowing from Waikawa to Arapaoa. Often whānau would walk to a bay and wait for the next waka to take them on the next stage of their journey. More recently many whānau have adopted the use of motorised boats.

Te Ātiawa o Te Waka-a-Māui iwi were dependant of the many and various resources that Tōtaranui had to offer, and the sustainable use of these resources was and continues to be central to Te Ātiawa o Te Waka-a-Māui prospering.

Te Ātiawa o Te Waka-a-Māui o Te Waka-a-Māui are by geographical choice and necessity coastal dwellers that have placed high cultural and historical values upon the foreshore, seabed, coastal and maritime waterways within Tōtaranui. Te Ātiawa o Te Waka-a-Māui hapū relationships with te takutai moana (the coastal marine area) are captured in memories, ingrained in hearts, and passed on in practice, stories and waiata to children and grandchildren who will one day be the next kaitiaki of the coastal domain. Te Ātiawa o Te Waka-a-Māui consider the resources of the sea as gifts from the sea god, Tangaroa, and have developed complex management systems (tikanga) to prevent over-exploitation.

For Te Ātiawa o Te Waka-a-Māui, land and water are an indivisible whole. The land is connected to the water resources which flow in, on, or under it, as is the water related to the land that surrounds it, including the foreshore and seabed. Both the lands and waters are in turn connected to the people. As tangata whenua, Te Ātiawa o Te Waka-a-Māui have kaitiaki responsibilities to protect these spiritually important dimensions. Te Ātiawa o Te Waka-a-Māui are kaitiaki of the sea, lands, waters and associated resources within our rohe and are charged to look after them for future generations.

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1.2 STATEMENT OF ASSOCIATION WITH THE TUTURIWHATU (BANDED DOTTEREL)

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**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

1.2: STATEMENT OF ASSOCIATION WITH THE TUTURIWHATU (BANDED DOTTEREL)

The Tuturiwhatu (banded dotterel) is a handsome little bird, held in high esteem by Te Ātiawa o Te Waka-a-Māui who have responsibilities as kaitiaki in the Motueka, Whakatū and Mōhua rohe where this treasured taonga nests. The vast Tasman coastline supports many sandspit nesting sites for the Tuturiwhatu, particularly Farewell Spit, Whanganui Harbour, Motupipi, Tākaka, Riuwaka, Motueka and Waimea Estuary.

Te Ātiawa o Te Waka-a-Māui Motueka whānau have had a kaitiaki relationship with the Tuturiwhatu since Te Ātiawa o Te Waka-a-Māui arrived in Te Waka-a-Māui. The Motueka River delta consisting of the river mouth, the Motueka sandspit and the Kumara estuary, including Raumanuka, are very important areas for the Tuturiwhatu. The whole area is ecologically important - it has extensive areas of rush land and salt marsh where whitebait spawn. It is rich in shellfish and a major feeding area for the Tuturiwhatu who roosts on the sandspit over summer. Te Ātiawa o Te Waka-a-Māui kaitiaki role includes an obligation to ensure that the ecological environment is maintained for the survival of this important taonga.

**1.3 STATEMENTS OF ASSOCIATION FOR STATUTORY ACKNOWLEDGEMENTS
AND DEEDS OF RECOGNITION**

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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**1.3: STATEMENTS OF ASSOCIATION FOR STATUTORY ACKNOWLEDGEMENTS
AND DEEDS OF RECOGNITION**

The statements of association of Te Ātiawa o Te Waka-a-Māui are set out below. These are statements of the particular cultural, spiritual, historical and traditional association of Te Ātiawa o Te Waka-a-Māui with identified areas.

1.3: STATEMENTS OF ASSOCIATION FOR STATUTORY ACKNOWLEDGEMENTS AND DEEDS OF
RECOGNITION

QUEEN CHARLOTTE SOUND / TŌTARANUI AND ISLANDS

Ko Papatūānuku te matua o te tangata

Papatūānuku is the parent of all mankind

Tōtaranui (Queen Charlotte Sound) covers the area from the coastal tip of Arapaoa Island, known as Cape Koamaru, which forms the most northern point, across to the western boundary to the coastal tip of Cape Jackson, the papa tupu of Ngāti Hinetuhi, and then south to Watiura (Mt Oliver), the kāinga tuku iho of Ngāti Rahiri, the most inland point, now known as Anakiwa. From Anakiwa the boundary extends to the southern shore of Ngakuta and then turns northeast taking in Waitohi, Waikawa and Whatamango, along Kura Te Au to the West Head. It then turns across the East Head and along all bays in Arapaoa inside Tōtaranui, including East Bay, the whenua matua of Puketapu and Ngāti Te Whiti, and back to Cape Koamaru.

Tōtaranui is the anchor of Te Ātiawa o Te Waka-a-Māui identity. Its many wāhi tapu, pā sites, mahinga kai and whakapapa to the whenua are of immense cultural significance to Te Ātiawa o Te Waka-a-Māui. The traditions of Te Ātiawa o Te Waka-a-Māui illustrate the physical, cultural, historical and spiritual associations with Tōtaranui.

Tōtaranui is encapsulated by Te Ātiawa o Te Waka-a-Māui contemporary Māori world-view, which is strongly based on traditional cultural beliefs, knowledge, concepts and values. These traditional concepts and values, derived from mātauranga Māori, are fundamentally important in the way Te Ātiawa o Te Waka-a-Māui view our relationship with Tōtaranui.

Tōtaranui holds an important place in Te Ātiawa o Te Waka-a-Māui tribal history, as this location was one of the tribe's major triumphant battles with the previous occupiers. These particular skirmishes in the early 1800's gave Te Ātiawa o Te Waka-a-Māui a kaitiaki role throughout Tōtaranui.

The unextinguished native customary rights of Te Ātiawa o Te Waka-a-Māui in Tōtaranui gave our iwi responsibilities and gives meaning and effect to the customs of kaitiaki, tikanga and manaakitanga. This includes acknowledging the history of the whenua, the moana, the awa, the many various taonga and the tāngata and wāhi Māori of Tōtaranui. Te Ātiawa o Te Waka-a-Māui manaakitanga seeks common ground upon which an affinity and sense of sharing and respect can grow. It is a deep-rooted concept in Te Ātiawa o Te Waka-a-Māui culture.

Te Ātiawa o Te Waka-a-Māui kaitiaki role involves recognising the responsibilities passed down from our tūpuna to protect places of significance, such as wāhi tapu, natural resources and the many other various taonga within Tōtaranui. It is an obligation of the hapū and whānau who are kaitiaki of the land to look after and protect the physical and spiritual wellbeing of all treasured resources, places and sites of significance.

Besides being a legendary battle ground, Tōtaranui was an important site of a permanent settlement acting as a focal point for food gathering (both whenua and moana). It has consequently played a vital part in Te Ātiawa o Te Waka-a-Māui history as a major arrival and departure point for all those engaged in exploration, trade, warfare and migration.

Te Ātiawa o Te Waka-a-Māui has close ties to both the moana and the whenua of Tōtaranui. For Te Ātiawa o Te Waka-a-Māui, the coastal and marine resources (kaimoana) are regarded as treasures from the sea (Tangaroa). Whales, dolphins and seals were regular visitors to Tōtaranui and are treasured taonga for Te Ātiawa o Te Waka-a-Māui.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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**1.3: STATEMENTS OF ASSOCIATION FOR STATUTORY ACKNOWLEDGEMENTS AND DEEDS OF
RECOGNITION**

Raupatu and settlement

Te Ātiawa o Te Waka-a-Māui took possession of Tōtaranui (Queen Charlotte Sound) through raupatu under the chiefs Te Manutoheroa of the Ngāti Hinerauhuia hapū of Puketapu and Rihari Tahuaroa of the Puketapu hapu, Huriwhenua of the Ngāti Rahiri hapū, Reretāwhangawhanga, father of Wiremu Kingi Te Rangitaake of the Manukorihi, Ngāti Tuaho and the Waitara hapū, and Tamati Ngarewa of Ngāti Hinetuhi. One of the first locations to be settled in Tōtaranui was Whekenui and Okukari. Whitikau, one of the leading Te Ātiawa o Te Waka-a-Māui chiefs, took possession of land at Whekenui and put it under cultivation. Chief Ropama Te One of Ngāti Tuaho settled at Waitohi with several other leading Te Ātiawa o Te Waka-a-Māui chiefs.

The Northern Entrance

The Northern Entrance is important to Te Ātiawa o Te Waka-a-Māui not only as a waka route, but also because of the historical gardens in the area where the cultivation of taewa (potato varieties) and kūmara (sweet potato) was a specialist activity. There are important kaitiaki links to the pātiki (flounder/sole) and tāmure (snapper) breeding grounds, as well as other fish resources. The highly prized kiwi, kererū, eels, īnanga and the pāua slug are traditional resources found in Tōtaranui. Various types of clay used for dyeing muka and a range of temperate zone flora were also available to Te Ātiawa o Te Waka-a-Māui from this area, including beech, rātā, rimu and a variety of ferns.

The Northern Entrance is resourced from Te Moana o Raukawakawa with seaweed like macrocystis and karengo, the bull kelp which was a favourite for Te Ātiawa o Te Waka-a-Māui for their sea gardens, and sponges (brizones) which were used for various healing methods. One of the seaweed species was chewed by Te Ātiawa o Te Waka-a-Māui as a gargle or spray for sore throats.

At the entrance to Tōtaranui there are colonies of rare shag, the king shag, which are prized taonga to Te Ātiawa o Te Waka-a-Māui along with the precious tītī accessed by Te Ātiawa o Te Waka-a-Māui whānau.

Te Ātiawa o Te Waka-a-Māui had an established pā at Point Jackson and another at Anahou (Cannibal Cove). In 1839 there was between eighty and ninety people at Anahou under Ngarewa during Dieffenbach's visit, with large cultivations areas. Anahou was a central papakāinga for Te Ātiawa o Te Waka-a-Māui moving to Point Jackson, providing shark, supplejack, pāua, kina and other types of kaimoana including seaweed.

Ship Cove is a wāhi tapu and significant urupā for Te Ātiawa o Te Waka-a-Māui and the walking tracks from Ship Cove provided Te Ātiawa o Te Waka-a-Māui with easy access to Cape Jackson, Port Gore and Endeavour Inlet.

Endeavour Inlet is a large bay with various bays inside the Inlet. This particular Inlet was used as a hunting area for Te Ātiawa o Te Waka-a-Māui, particularly for the kererū (pigeon) and the shearwater which has been enticed there by fish species. Both are valuable taonga for Te Ātiawa o Te Waka-a-Māui. Kōkopu was caught around the stream in Endeavour and often preserved by Te Ātiawa o Te Waka-a-Māui.

Ruakākā was an early settlement site for Ngāti Hinetuhi and Ngāti Kura. This area was also a nesting place of the ākā and a good source of fern root. The hapū who resided in Ruakaka also utilised the resources in the Bay of Many Coves as this Bay also provided many species of kaimoana.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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**1.3: STATEMENTS OF ASSOCIATION FOR STATUTORY ACKNOWLEDGEMENTS AND DEEDS OF
RECOGNITION**

Te Ātiawa o Te Waka-a-Māui had various kāinga within Tāhuhua (Blackwood Bay), Tūnoamai, Kumutoto, Kaipākirikiri (Double Bay) and Toreamoua; these areas also contain many wāhi tapu and urupā. Toreamoua was also a waka track across to the Pelorus and a favoured walking track. Scallops were plentiful in Kumutoto Bay. There are also a number of underwater burial caves present in Tāhuhua.

In the 1830s through to the 1860s, Iwituaroa was the home of the Ngāti Rahiri people, where they cultivated their vegetable gardens and fished for tuere, kōiro and other species of fish that were plentiful.

The Ngakuta Pā area is associated with various Te Ātiawa o Te Waka-a-Māui hapū. The name Ngakuta refers to an edible seaweed which could be cooked with fish or other meat in the hangi. Kaireperepe Bay (near Governors' Bay) was so named because of the elephant fish which come into this Bay to lay their eggs. Momorangi (the name means "offspring of heaven" and was possibly the name of a Māori chief who lived there) was a wānanga for tamariki belonging to Ngakuta Pā and became a papakāinga for Te Ātiawa o Te Waka-a-Māui. Ducks and bird life were abundant in these areas, and the bush provided the hapū with fern roots as a major kai source.

Wedge Point and Shakespeare Bay are significant areas to Te Ātiawa o Te Waka-a-Māui with various wāhi tapu and underwater urupā. Shakespeare Bay was an area also renowned for pipi and kopakopa, as well as being a good spawning area for mussels due to its location and weather, where the northerly winds blow the spat into the bay. These areas were also tauranga waka and mahinga kai sites for Te Ātiawa o Te Waka-a-Māui.

Kaipupu Point and the Waitohi (Picton) foreshore and marina are highly significant areas within Waitohi for Te Ātiawa o Te Waka-a-Māui. These areas were a main food source for Te Ātiawa o Te Waka-a-Māui particularly for the kopakopa, pipi and other shellfish that were gathered.

The Waitohi estuary followed into Waitohi harbour and had an abundance of kaimoana and freshwater species which provided the Waitohi pā with ample food. The Victoria Domain was another important mahinga kai where sardines were plentiful.

Bobs Bay and Shelly Beach are significant areas and were ideal nursery gardens for kopakopa. Kaimoana was also harvested. Waitohi and the surrounding bays were large papakāinga, mahinga kai and kaimoana gathering areas. Te Ātiawa o Te Waka-a-Māui had extensive tauranga waka sites within these areas. The two estuaries which used to flow into the Waitohi harbour were bountiful with fish and shellfish, which provided kai for the hapū at various times of the year.

Waikawa

Waikawa Bay is rich in history for Te Ātiawa o Te Waka-a-Māui. It was a main tauranga waka site for the whānau who resided in the Sounds. Te Ātiawa o Te Waka-a-Māui was relocated from Waitohi to Waikawa in 1856, and Te Ātiawa o Te Waka-a-Māui set up several papakāinga in the area. The mouth of the Waikawa Stream supplied the iwi with freshwater mussels, koura and tuna.

The Waikawa Stream estuary yielded valuable resources and was a culturally significant site for Te Ātiawa o Te Waka-a-Māui. Plants for rāanga include harakeke and raupō. Foods from the wetlands included roots and pollen from raupō, berries from kahikatea, mātai, supplejack, fruit from kie kie, the trunk pith and from stems of mamaku (black tree fern), and fluid and

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honey from harakeke (flax). Flax was also used as a fibre (muka) for binding and manufacturing into cordage and textiles. Certain varieties found at Waikawa Stream were brought down from Taranaki.

Waikawa Bay was the food cupboard of Te Ātiawa o Te Waka-a-Māui and is historically, culturally and spiritually significant. Due to the location it was readily accessible in all weather conditions for kai gathering, weaving resources such as dyes, and as a waka corridor to Tōtaranui. The Bay was intensively fished and actively managed by Te Ātiawa o Te Waka-a-Māui to ensure that the Bay remained an abundant food and weaving resource. There are wāhi tapu, wāhi taonga and mahinga kai within Waikawa Bay. The philosophy of the hapū and whānau was based on the importance of protecting the mahinga kai grounds and the whenua and its resources for all future generations.

The Kawakawa tree is another important resource, which was prevalent throughout Queen Charlotte Sound and in particular at the head of Waikawa Bay. It was a resource customarily gathered for use at tangihanga and also for medicinal purposes.

The name Whatamango refers to the stage of a storehouse on which dog fish or sharks were dried. The oil from the shark was used as a method for preserving the carvings and for remedial purposes. Ahuriri (Hauriri) Bay at the head of Whatamango Bay is where Te Ātiawa o Te Waka-a-Māui hapū used a weir dyke to capture fish and shark. Te Ātiawa o Te Waka-a-Māui has many wāhi tapu and wāhi taonga including urupā located in this Bay. Whatamango was a resource for all Te Ātiawa o Te Waka-a-Māui in the area as it was rich in pipi beds along with mussels and various cultivations on adjacent lands. Apoka Bay is a small inlet on the north eastern side of Whatamango Bay named after Apoka who once lived there.

In Whatamango, flounder were speared by Te Ātiawa o Te Waka-a-Māui using flax torches in the late evening. The seashore, littoral zone and estuaries contained a wide range of culturally significant shellfish species, including pipi, cockles, scallops, pāua and mudwhelks.

Tory Channel

Kura te Au (Tory Channel) is highly valued by Te Ātiawa o Te Waka-a-Māui for its spiritual and cultural associations and long time association with the area. As well as providing food, work and income, it is a source of tribal identity, mana and pride. Te Ātiawa o Te Waka-a-Māui unextinguished native customary rights over Kura te Au and the privileges bestowed upon the iwi since the raupatu of this particular significant waterway is still and always will remain in effect. Kura te Au is a highly prized kaimoana source and a nursery garden for shellfish, crustacean, fish species and various seaweed species.

A rock formation in Tory Channel, opposite Mōioio Island, is known as Te Kakau o te Toki o Kupe (The Handle of Kupe's Axe), and an especially glittery rock within Kura te Au called Te Uira Karapa (The Lightning) is said to have frozen the flash of Kupe's axe when it struck Te Wheke a Maturangi. Kura te Au is the kaitiaki of the pā called Mōioio, while on the adjacent mainland is another, Kaihinu. Ngāti Rahiri through their chief Huriwhenua were the kaitiaki of both Mōioio and Kaihinu, and these still remain today under the mantle of Te Ātiawa o Te Waka-a-Māui nui tonu.

Whaling was a large component of Te Ātiawa o Te Waka-a-Māui history, and was the local economy with principal stations in Tory Channel at Te Awaiti and Jacksons Bay. Whaling and the significance of the whale can be seen in the wharenui at Waikawa and the gateway to the Marae. Te Ātiawa o Te Waka-a-Māui witnessed the last harpooning of the great whale from a rowboat at Dieffenbach in Kura te Au.

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**1.3: STATEMENTS OF ASSOCIATION FOR STATUTORY ACKNOWLEDGEMENTS AND DEEDS OF
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There is some evidence to suggest the Treaty of Waitangi may have been signed at Merokihengahenga. According to Reverend Ironside, a pā that belonged to Te Tūpē was at Te Awaiti, and he was one of the signatories to the Treaty.

Te Awaiti (the name means "a little river") is a central iconic bay and Te Ātiawa o Te Waka-a-Māui whānau have maintained ahi kā roa in its purest sense since our arrival to Te Tau Ihu. The sheltered waters of Te Awaiti have the ideal space to haul ashore a reasonable number of waka away from the pounding waters of Te Moana o te Raukawakawa.

Te Awaiti was a large settlement for many Te Ātiawa o Te Waka-a-Māui traveling across Te Tau Ihu and across Te Moana o te Raukawakawa. Te Awaiti was used for whaling and as a meeting place for manuhiri and Crown officials. Te Awaiti was a large working village for Te Ātiawa o Te Waka-a-Māui, and was the main pā site for Te Ātiawa o Te Waka-a-Māui during the raupatu of Te Tau Ihu. Heberley describes seeing human remains, obviously the product of a recent feast, after the invasion of Tōtaranui by Te Ātiawa o Te Waka-a-Māui. Te Awaiti was a central point for whaling and repairs and maintenance of waka and whale boats. A Methodist chapel was also built in the early 1800s. Virtually all Te Ātiawa o Te Waka-a-Māui have a link to this bay.

Pūponga Point (Breaching Whale), between Te Awaiti and Fishing Bay, was named after one of the Keenan descendants because of the shape of the ridgeline to the shore. There is also a narrative account of a friendly whale guiding waka back to the Kura te Au (Tory Channel). The ridgeline contains remnants of the pit dwellers. Te Awaiti has several wāhi tapu, wāhi taonga and many Te Ātiawa o Te Waka-a-Māui primary ancestors were resident and buried there. Our descendants still maintain the ahi kā roa today as kaitiaki.

Deep Bay (Umukuri) had an abundant supply of oysters. Motukina, a bay within Tory Channel, owes its name to the abundance of kina customarily gathered there. Giant petrels or stinkpots were abundant around the old whaling station, where up to 200 at a time would feed on offal along with the penguin who were regular visitors to Kura te Au.

Hitaua Bay urupā is an important bay because there are several flat areas which were used extensively for smoking (preservation) fish. Missionary Bay, a small cove near Opua Bay, was an inland walking track for Te Ātiawa o Te Waka-a-Māui to the Wairau settlement.

Te Rua (Yellerton) is where Te Ātiawa o Te Waka-a-Māui obtained the dye from the yellow clay for weaving and carvings. There was also a renowned Te Ātiawa o Te Waka-a-Māui skirmish in this bay. Te Tio/Oyster Bay was a nursery ground for the sea gardens. Cockles and oysters were an important shellfish in the Te Ātiawa o Te Waka-a-Māui diet.

Whekenui and Okukari were large Te Ātiawa o Te Waka-a-Māui settlements, with a population of about one hundred and fifty. Their well-fenced gardens contained potatoes and taro and a large number of pigs. This area has important wāhi tapu and wāhi taonga. Whekenui is notorious for its fast tidal water and bull kelp.

Te Weu Weu, or Eliza Keenan Bay, near Te Pangu Bay is a tapu area named after a chief who drowned while fishing the area. The kēhua (spirit) will sometimes emerge in the form of a shark or wheke as a warning that the tapu still holds.

On the ridge above Onepua Bay is where Te Manutoheroa saved the life of Te Rauparaha. Onepua means blossom or foam of the sea, which refers to the algae blooms that usually start first in this area. At the head of Maretai is a place called Tikimaeroero which refers to the

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legend of those living on the wilds. Many of these legends can be verified by the middens on the ridges of the Sounds.

East Bay and Arapaoa (Arapawa)

Ipapakereru is extremely important to Te Ātiawa o Te Waka-a-Māui because in 1841 the great Te Ātiawa o Te Waka-a-Māui fighting chief Te Manutoheroa resided there.

Te Umu Wheke is so named as part of the wheke (octopus) of Maturangi was cooked in an earth oven there, and for Te Ātiawa o Te Waka-a-Māui this area was a mahinga kai. Coastal forests which produced edible resources occurred in fringes along the coast in the lower reaches of the bay towards the shoreline. Manuka grew in more exposed areas, on cliffs and promontories.

Wharehunga Bay is an ancestral area for Te Ātiawa o Te Waka-a-Māui and was used for gathering kai and other resources. There were settlements within the Bay and also abundant birdlife. Seabirds included seagull, shags, pied stilts, pied oyster catchers and godwits, and penguins were frequent visitors.

There were two villages situated at Ngakuta. The main pā was at the head of the Bay while another situated on the Peninsula served as a refuge when under attack. An urupā was situated on the Peninsula. Rihari Tahuaroa, who was living in Ngakuta in the 1880s and 90s, revealed that the Puketapu lived at Mokopeke and cultivated the land there, as they did in other parts of East Bay and the Northern Entrance along with Ngāti Te Whiti. At the top of the hill in East Bay there is a lookout point where messages could be sent across the Straits by lighting a fire.

According to Puketapu tradition, an old Te Ātiawa o Te Waka-a-Māui kuia used to live on the hill above Mokopeke and had her own crops, one of which was Māori potato brought from Taranaki. These potatoes are an important species to Te Ātiawa o Te Waka-a-Māui. Te Ātiawa o Te Waka-a-Māui harvested their own mussels and shellfish from gardens (farms) in East Bay.

There were large Te Ātiawa o Te Waka-a-Māui settlements at Otanerau, Mokopeke and Oamaru. Ernst Dieffenbach described being offered roast potatoes, pork and 'excellent dried barracuda [barracouta]', all procured from the immediate vicinity by the inhabitants of the kāinga. Mangareporepo is a stream flowing into Te Aroha Bay which provided freshwater to the Bay. Fresh waterways provided Te Ātiawa o Te Waka-a-Māui with methods of preservation of their tītī, kererū, pāua and crayfish and the kiekie provided flavour to the kererū when preserved. The slippery seaweed growing on the rocks was also used as part of the preservation process and in healing methods. Oamaru was a main waka landing for those crossing the Strait and often Te Ātiawa o Te Waka-a-Māui hauled our waka ashore and then followed a track over the hill into East Bay.

Clarke Point, Kōtukutuku, Coopers Point and Paparoa Point up to Cape Koamaru were main lookout points in times of warfare, and these areas held vast quantities of pāua and crayfish. Te Ātiawa o Te Waka-a-Māui had considerable knowledge of trails and tauranga waka, places for gathering kai and other taonga within these areas, ways in which to use the resources of the sea, the relationship of people with the moana and whenua, their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Te Ātiawa o Te Waka-a-Māui today.

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Islands

All of the numerous islands and rocks within Tōtaranui, regardless of size, are of great importance, and each has its own unique significance to Te Ātiawa o Te Waka-a-Māui. These islands were at one time occupied by Te Ātiawa o Te Waka-a-Māui for defence, papakāinga, urupā, cultivations and/or mahinga kai.

Motuara Island is an iconic national site. On 31 January 1770, James Cook hoisted the British Flag both at Ship Cove and on Motuara Island and officially named Queen Charlotte Sound. On the Hipa Pā, south of Motuara, the tūpuna of Kereopa lived up until around 1893. The last two children born on the Island were Amiria and Richard Arthur. After 1893 the Island became uninhabitable due to sanitary reasons. Both Motuara and Long Island were fortified pā sites, and also had extensive cultivation areas. Motuara Island Bird Sanctuary has blue penguins, South Island saddleback, kererū, yellow-crowned parakeets (kākāriki), bellbirds and the South Island robins.

(Te Ketu (Long Island) was once a fortified pā site and it has several wāhi tapu and wāhi taonga. On the rocks around the coastline are numerous oysters, mussels, catseye, pāua, (abalone), kina (sea egg) and crayfish.

Amerikiwhati Island, an old fortified pā site, has twenty-five distinct terraces, most measuring six metres by four, although one is fifteen by five metres. There are pits within the terraces, some of which would have been occupied and others used as storage pits. The more bulbous pits may have been water reservoirs, as there is no fresh water source on the Island.

Motungārara Island has accepted tikanga and procedures governing how and when tītī (muttonbirds) were taken. Tītī are a customary delicacy that Te Ātiawa o Te Waka-a-Māui harvested annually from approximately March through to Easter. These precious resources are also on Islands such as Cabbage Island and the Island within Island Bay (Glasgow).

In addition to the Tītī Islands in Tōtaranui, the White Rocks and the twins Amerikiwhati are marker points for the waka across Te Moana o te Raukawakawa, Te Tai Aorere and Te Tai Tapu. Komokohua has significant cultural, and an intimate spiritual and physical relationship, to the king shag, a great taonga to Te Ātiawa o Te Waka-a-Māui.

(In Kura te Au there is Tokakaroro (seagull rock), which was used as a weather indicator, and Tarangakawau the resting place for the shag who oversees Kura te Au. To Te Ātiawa o Te Waka-a-Māui, Te Kawau a Toru was a sacred bird loyal to Kupe. Possessing a huge wingspan, he was reputed to be 'the eye of the ancestor', a special bird with insights into ancient knowledge.

Anatoia Island, sitting inside Anatohia Bay, was used by the whānau for burial until the early 1900s, and the saddleback and kōkako were once plentiful in the Bay.

The largest island is Arapawa (Arapaoa) ("the path of the fierce downward blow"), which refers to Kupe's axe striking Te Wheke a Mutorangi. Arapaoa and its surrounding bays have extensive sites of significance, including the traditional trails of the tūpuna in the area, the places for gathering kai and other taonga, and the ways in which the resources of the whānau were gathered. These histories reinforce iwi identity, connection and continuity between generations and between the whānau of Te Ātiawa o Te Waka-a-Māui iwi. Te Ātiawa o Te Waka-a-Māui had vast kāinga, pā and wānanga on Arapaoa along with extensive tauranga waka. Arapaoa was not only the spiritual moutere tapu for Te Ātiawa o Te Waka-a-Māui, but home for many.

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Summary

As a result of Te Ātiawa o Te Waka-a-Māui historical occupation, there are a number of urupā and wāhi tapu associated with Tōtaranui. Urupā are the resting places of Te Ātiawa o Te Waka-a-Māui tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions, victories and defeats of Te Ātiawa o Te Waka-a-Māui tūpuna, and are frequently protected by keeping their location secret. Te Ātiawa o Te Waka-a-Māui have many silent files on the location of several urupā and underwater caverns within Tōtaranui.

Tōtaranui is also an important mahinga kai, and Te Ātiawa o Te Waka-a-Māui continued to rely on a vast array of land-based resources to engage in a range of customary practices, such as hunting and weaving which were central to our cultural identity. Tōtaranui was a nursery ground for many species, such as birds, shellfish, crustaceans, fish and various seaweed, mammals and plants. In particular the tui, pigeons, parakeet, kererū, bellbird, tomtit, brown creeper, silvereye, fantail, weka, grey warbler and falcons, as well as a number of ducks, seabirds and shags were once plentiful in Tōtaranui. Some of the native freshwater fish of the Tōtaranui waterways are the longfin eel, lamprey, giant kōkopu and shortjaw kōkopu

Te Ātiawa o Te Waka-a-Māui tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Tōtaranui, the relationship of people to Tōtaranui and their dependence on it, and tikanga for the proper and sustainable utilisation of resources.

For Te Ātiawa o Te Waka-a-Māui, histories of Tōtaranui reinforce tribal identity and solidarity and continuity between generations, and document the events which shape us as an iwi.

We view ourselves as part of the natural flora and fauna within Tōtaranui and the wonderful taonga which have been bestowed upon Tōtaranui. The relationship Te Ātiawa o Te Waka-a-Māui has with these taonga is central to our identity and our cultural and spiritual wellbeing. Mana, mauri, whakapapa and tapu are all important elements of the spiritual relationship of Te Ātiawa o Te Waka-a-Māui with Tōtaranui. All of these values remain important to the people of Te Ātiawa o Te Waka-a-Māui. One of the roles of Te Ātiawa o Te Waka-a-Māui as kaitiaki is to protect the mauri of the Tōtaranui. Whakapapa defines the genealogical relationship of Te Ātiawa o Te Waka-a-Māui to Tōtaranui. Tapu describes the sacred nature of the area to Te Ātiawa o Te Waka-a-Māui.

Tōtaranui is an important natural resource that Te Ātiawa o Te Waka-a-Māui identifies and protects as a taonga (treasure) for current and future generations. The use of natural resources is governed and regulated through cultural lore and traditions of tapu, rāhui and noa (sanction).

Tōtaranui represents the links between the cosmology and the gods and present generations. These histories and customs reinforce our tribal identity, solidarity and continuity through the generations, and document the events that have shaped the environment of Tōtaranui and Te Ātiawa o Te Waka-a-Māui as an iwi.

KAKA POINT

Whatungarongaro te tangata toi tu whenua

Kaka Point and the surrounding area is pivotal to Te Ātiawa o Te Waka-a-Māui and is a wāhi tapu. Kaka Point is of special significance to Te Ātiawa o Te Waka-a-Māui whānau through

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their ancestral and spiritual links to the natural world. The mauri of Kaka Point embodies the life force that binds the spiritual world with the physical world.

Kaka Point was important in the lives of Te Ātiawa o Te Waka-a-Māui tūpuna and remains central to the lives of whānau in the present. Kaka Point extends its influence onto various papakāinga at Kaiteriteri across to Riuwaka, Motueka, and Separation Point. Beneath Kaka Pā gaze, generations of whānau have lived, cultivated land, collected resources and harvested food.

Kaiteriteri attractiveness was sufficient for a defended pā to be built on Kaka Point. A series of ditches were constructed across the narrow area between the Point and the rest of the mainland. On the Point itself were terraces for house sites and pits for food storage. The steep cliffs provided strong natural defences, and are protected on the inland side by a deep ditch. The area around Kaka Point is highly erodible, weathered Separation Point granite.

Kaka Point has one of the several recorded pā sites on the coast between the mouth of the Riuwaka River and Otuwhero Inlet, and is the largest recorded pā in the Motueka area. The sites along the foreshore are believed to have been mainly associated with cooking and food preparation, however, other activities were also occurring in the area indicated by argillite flakes and a chisel being found there.

The mauri of Kaka Pā 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 Ātiawa o Te Waka-a-Māui with the area. While Kaka Point is to be returned to the Crown as a gift back to the people of New Zealand, Te Ātiawa o Te Waka-a-Māui consider that the mauri of Kaka Point remains with Te Ātiawa o Te Waka-a-Māui.

Kaka Point is an important natural resource that Te Ātiawa o Te Waka-a-Māui identifies and protects as a taonga (treasure) for current and future generations. The use of natural resources is governed and regulated through cultural lore and traditions of tapu, rāhui and noa (sanction).

Our tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Kaka Point. All of these values remain important to Te Ātiawa o Te Waka-a-Māui today. Te Ātiawa o Te Waka-a-Māui strongly associate to Kaka Point and it is often referred to in whaikōrero by kaumātua and other iwi members.

Te Ātiawa o Te Waka-a-Māui has mana, whakapapa associations and history here, and we have tikanga and kawa which involve tapu and noa in this area. Te Ātiawa o Te Waka-a-Māui mana, take tūpuna and our intense relationship with Kaka Point incorporates our cultural values, and Te Ātiawa o Te Waka-a-Māui exercises customary authority over this area.

KAITERITERI SCENIC RESERVE

Mai i ngā pakanga nui i te hekenga Niho Mango, he waahi tino whakahirahira a Kaiteriteri ki a Te Ātiawa o Te Waka-a-Māui. Mai i tērā wā ka mau tonu a Te Ātiawa o Te Waka-a-Māui i te mana o taua whenua. I reira te hui tuatahi i waenga i te Kamupene o Aotearoa me Te Ātiawa o Te Waka-a-Māui kia whakatau ai ngā whakaritenga mo te taenga mai o te Pākehā ki o mātou whenua. Me kii, ko ngā painga ki a Te Ātiawa o Te Waka-a-Māui; Ko ngā wahi ngahuru mo Te Ātiawa o Te Waka-a-Māui, ko ngā rāhui i ngā whenua tapu, ngā whenua noho

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me ngā whenua kai; ko ngā tohutohu o Te Ātiawa o Te Waka-a-Māui ki te hunga Pākehā mo a rātou nohoanga; me te homai o etehi taonga Pākehā kia whakanui ai te mana o ngā kōrero.

Since the victorious battles of the migration Niho Mango, Kaiteriteri has been a very significant place to Te Ātiawa o Te Waka-a-Māui. It was here that the first meeting between the New Zealand Company and Te Ātiawa o Te Waka-a-Māui was held to cement the terms for the settlement of Pākehā on our lands. Specifically, the benefits to Te Ātiawa o Te Waka-a-Māui, the Tenths land proposal, the exclusion of tapu, occupation and food resource sites, Te Ātiawa o Te Waka-a-Māui instructions on the terms and places of Pākehā settlement, and the gifting of Pākehā objects to formally recognise this agreement.

Te Ātiawa o Te Waka-a-Māui exercises kaitiakitanga with the strongest customary authority over Kaiteriteri. Kaiteriteri is central to Te Ātiawa o Te Waka-a-Māui identity, our solidarity, our kaitiakitanga, our mana, our whakapapa, our history, our tikanga and kawa which include tapu and noa. Kaiteriteri symbolises the intense nature of the relationship Te Ātiawa o Te Waka-a-Māui has with the environment and the mauri that is contained in all parts of the natural environment that binds the spiritual and physical worlds. The special relationship Te Ātiawa o Te Waka-a-Māui has with Tangaroa and the coastal waters adjoining Kaiteriteri has great spiritual significance vested in mana Atua. It also has practical values, as such practices and elements that defile the mauri and the mana of the sea are seen as abhorrent.

Kaiteriteri is a significant natural resource that Te Ātiawa o Te Waka-a-Māui identifies and protects as a taonga for past, present and future generations. The use of natural resources is governed and regulated through cultural lore and traditions of tapu, rāhui and noa.

Te Ātiawa o Te Waka-a-Māui derived mana over Kaiteriteri through take raupatu. As a tangata whenua iwi, Te Ātiawa o Te Waka-a-Māui has a role is to protect all wāhi tapu and occupation sites within Kaiteriteri.

The conquered territories of western Te Tau Ihu extended from the sea coast Tasman Bay to valleys some miles inland. There were networks of side trails through the landscape linking those inland valleys to each other and to the coast. Te Ātiawa o Te Waka-a-Māui became familiar with these trails, some of which had been established for centuries, through their own explorations and through the guidance of others. The major routes were a complexity of trails by which Te Ātiawa o Te Waka-a-Māui accessed far southern districts, ventured to the inland lakes, rivers and streams for seasonal harvests of birds and plants, and quarried minerals (kokowai, pounamu, flints, etc) or accessed the coast for seafood.

Kaiteriteri is a strategic landform, a physical marker that is steeped in ancestral history. The mātauranga and wāhi tapu associated with Kaiteriteri are taonga along with the traditions associated with Kaiteriteri. Its resources have been integral to the expression of Te Ātiawa o Te Waka-a-Māui as kaitiaki. This kaitiaki role has the responsibilities passed down from tūpuna for Te Ātiawa o Te Waka-a-Māui to take care of places, natural resources and other taonga within our rohe. Undisturbed occupation of the whenua over generations by Te Ātiawa o Te Waka-a-Māui has instilled connections and expressions of value into the whenua, space and resources. It is an obligation of the hapū and whānau who have an association with the whenua to look after and protect the physical and spiritual wellbeing of all treasured resources, places and sites of significance.

For Te Ātiawa o Te Waka-a-Māui, Kaiteriteri is an area of great cultural, spiritual, historical, and traditional values, and represents the links between the cosmology, the gods and present generations. These histories reinforce our mana, our iwi identity, solidarity and continuity

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through the generations, and document the events that have shaped the environment of Kaiteriteri and Te Ātiawa o Te Waka-a-Māui as tangata whenua of Kaiteriteri.

Te Ātiawa o Te Waka-a-Māui is charged to look after the sea, lands, waters and associated resources within Kaiteriteri for future generations. These taonga are what our tūpuna fought for and what gave Te Ātiawa o Te Waka-a-Māui customary authority of Kaiteriteri.

Kaiteriteri and Kaitiakitanga for Te Ātiawa o Te Waka-a-Māui is about preserving what our tūpuna fought for and attained. Kaitiakitanga it is both a right and responsibility acquired by proving an ability to give effect to trusteeship and management - it is intertwined with customary authority and exercising protection of the environment.

MAUNGATAPU

Maungatapu reigns above the eastern side of Tasman Bay. As the name suggests, Maungatapu is a sacred mountain, a wāhi tapu of great significance to Te Ātiawa o Te Waka-a-Māui. Through our ancestral and spiritual links to the natural world, Te Ātiawa o Te Waka-a-Māui is connected with the mauri of Maungatapu, the life force that binds the spiritual world with the physical world.

Maungatapu has been important to the identity and lives of Te Ātiawa o Te Waka-a-Māui for generations. Beneath the gaze of this maunga Te Ātiawa o Te Waka-a-Māui cultivated land, collected resources and harvested food. Traditionally, Maungatapu was rich in manu, rongoā and tuna. Te Ātiawa o Te Waka-a-Māui used these resources to sustain their wellbeing. The significance of Maungatapu is recognised in the Te Ātiawa o Te Waka-a-Māui pepehā "Ko Maungatapu te maunga ..."

Traditionally, Te Ātiawa o Te Waka-a-Māui used Maungatapu as a boundary marker. It was a geographical landmark for tūpuna living to the west of Te Tau Ihu, forming one point in a triangle of peaks which dominate the Tasman Bay landscape.

Maungatapu is part of a network of trails that were used in order to ensure the safest journey, and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by Te Ātiawa o Te Waka-a-Māui and is regarded as a taonga. The traditional mobile lifestyle of our people led to their dependence on the resources of the land.

Maungatapu is the location of a well known tool-manufactory or quarry that is on the spur about a mile from the Forks where the track passes over a small hummock, beyond which there lies a curious hollow in the ridge. This basin encloses a shallow pool of water surrounded by a belt of rushes from which the place takes its modern name - the Rush Pool.

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 Ātiawa o Te Waka-a-Māui with this area. The mauri of Maungatapu represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life.

LAKE ROTOITI, NELSON LAKES NATIONAL PARK

Lake Rotoiti is highly significant to Te Ātiawa o Te Waka-a-Māui. Te Ātiawa o Te Waka-a-Māui tūpuna had considerable knowledge of whakapapa, traditional trails, and the best places for gathering kai and other taonga. We also developed well established tikanga for the proper and sustainable utilisation of resources acknowledging the relationship of our people with the

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Lake and their dependence on it. The Lake was used as a highway for travelling into the interior, and provided many resources to sustain Te Ātiawa o Te Waka-a-Māui on that journey. All of these values remain important to Te Ātiawa o Te Waka-a-Māui today.

The mahinga kai values of Lake Rotoiti were particularly important to Te Ātiawa o Te Waka-a-Māui parties travelling to various parts of our rohe. This included areas identified for a range of activities, such as camping overnight and gathering kai. Knowledge and maintenance of these trails continues to be held by whānau and hapū and is regarded as a taonga by Te Ātiawa o Te Waka-a-Māui. Kai and other materials were processed on site and transported back to coastal papakāinga for later use or elsewhere for trading.

The Nelson Lakes are the source of the Kawatiri, Motueka, Motupiko, Waiaau-toa and Awatere Rivers. Te Ātiawa o Te Waka-a-Māui has responsibilities and obligations as kaitiaki to the Lakes and the source of the rivers, including their cultural, historic, spiritual and traditional values.

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 Ātiawa o Te Waka-a-Māui with this Lake. The mauri of Lake Rotoiti represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life.

The spiritual and cultural integrity of the waterways throughout the rohe of Te Ātiawa o Te Waka-a-Māui are inseparable from the essence of our identity as an iwi. Te Ātiawa o Te Waka-a-Māui have an inalienable whakapapa connection with freshwater that is recorded, celebrated and perpetuated across the generations.

LAKE ROTOROA, NELSON LAKES NATIONAL PARK

Lake Rotoroa is highly significant to Te Ātiawa o Te Waka-a-Māui. Te Ātiawa o Te Waka-a-Māui tūpuna had considerable knowledge of whakapapa, traditional trails, places for gathering kai and other taonga. We also developed well established tikanga for the proper and sustainable utilisation of resources acknowledging the relationship of our people with the Lake and their dependence on it. The Lake was used as a highway for travelling into the interior, and provided many resources to sustain Te Ātiawa o Te Waka-a-Māui on that journey.

The mahinga kai values of Lake Rotoroa were particularly important to Te Ātiawa o Te Waka-a-Māui parties travelling to various parts of our rohe. This included areas identified for a range of activities, such as camping overnight and gathering kai. Knowledge and maintenance of these trails continues to be held by whānau and hapū and is regarded as a taonga by Te Ātiawa o Te Waka-a-Māui. Kai and other materials were processed on site and transported back to coastal papakāinga for later use or elsewhere for trading.

Lake Rotoroa provided a plentiful supply of food and other resources needed to replenish supplies. Freshwater mussels, a highly valued mahinga kai, were collected from Lake Rotoroa. Tuna, whio, and other birds such as kōkako, weka and bush wren were also abundant. The shrub neinei was also found in this location.

The Nelson Lakes are the source of the Kawatiri, Motueka, Motupiko, Waiaau-toa and Awatere Rivers. Te Ātiawa o Te Waka-a-Māui have responsibilities and obligations as kaitiaki to protect the Lakes and the source of the rivers, including their cultural, historic, spiritual and traditional values.

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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 Ātiawa o Te Waka-a-Māui with this Lake. The mauri of Lake Rotoroa represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life.

The spiritual and cultural integrity of the waterways throughout the rohe of Te Ātiawa o Te Waka-a-Māui are inseparable from the essence of our identity as an iwi. Te Ātiawa o Te Waka-a-Māui have an inalienable whakapapa connection with freshwater that is recorded, celebrated and perpetuated across the generations.

WESTHAVEN (TE TAI TAPU) MARINE RESERVE AND WESTHAVEN (WHANGANUI INLET) WILDLIFE MANAGEMENT RESERVE

Westhaven Marine Reserve (Te Tai Tapu) and Westhaven Wildlife Reserve (Whanganui Inlet) are of immense historical, traditional and cultural significance to Te Ātiawa o Te Waka-a-Māui. Te Ātiawa o Te Waka-a-Māui are coastal people and we have a strong association with the sea and the water within our rohe as well as the mountains that watch over us. As tangata whenua we have obligations and responsibilities to this place and its cultural, spiritual, historical and traditional values.

Te Ātiawa o Te Waka-a-Māui have whakapapa connections with Te Tai Tapu. We also have long standing knowledge of traditional trails, tauranga waka, the best places for gathering kai and other taonga, and developed well established tikanga for the proper and sustainable utilisation of resources acknowledging the relationship of our people with Te Tai Tapu and the Whanganui Inlet and their dependence on it.

There are a number of Te Ātiawa o Te Waka-a-Māui wāhi taonga within the wetland area, including middens and other evidence of historical occupation. These are important places holding the memories of Te Ātiawa o Te Waka-a-Māui. Toiere, on the southern shores of Whanganui Inlet, was a Te Ātiawa o Te Waka-a-Māui pā site. Rakopi was a traditional fishing camp for Te Ātiawa o Te Waka-a-Māui.

Middens and ovens as well as rock and cave shelters recorded along Te Tai Tapu coast mark both longer-term habitation sites and the campsites of Te Ātiawa o Te Waka-a-Māui who came to gather resources from Whanganui Inlet for their journey south to Te Tai Poutini.

Te Ātiawa o Te Waka-a-Māui whānau living in Mōhua and across Te Tau Ihu made seasonal journeys to Te Tai Tapu/Whanganui Inlet to collect mahinga kai, rongoā and other natural materials. In earlier times, whole Te Ātiawa o Te Waka-a-Māui communities would relocate their villages to harvest resources from this huge and abundant food basket. Te Ātiawa o Te Waka-a-Māui gatherings occurred frequently, depending on the seasonal resources available for harvest from land and sea. Each season of the year brought different resources to fruition for harvest.

A natural wonder, with a thriving estuary and marine life, Whanganui Inlet is home to a huge number of shellfish, crabs and other invertebrates. Te Ātiawa o Te Waka-a-Māui collected tuangi (cockles), pipi, tuatua, pūpū, kūtai (mussels) and tio (rock oysters) from the mud, sand and tidal rocks; īnanga, tuna and kōkopu were harvested from the rivers and streams. Around thirty fish species use the Inlet at some stage in their lifecycle. In the breeding seasons, the waters can be seen literally “boiling” with shoaling fish, including snapper/bream, mullet, herrings, flounder, sole, sharks, kahawai, southern mackerel, conger eels, piharau and warehou.

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The estuary also provides food and shelter for an array of wading birds, including the godwit, oystercatcher and the banded rail. Saltmarsh communities fringe the shoreline and eelgrass beds dominate the tidal flats. Dunes, cliffs, islands and underwater reefs contribute to the huge range of habitats and species found within Whanganui Inlet. Much of the Inlet is still bordered by coastal forest including pukatea, rata, kahikatea, beech, rimu and nikau palm.

Land based resources were also gathered, harvested or quarried on traditional whānau trips. Plants for weaving, such as aka (supplejack) were harvested for crayfish pots, hīnaki for eeling, and kiekie and pingao for other weaving. The swamps provided thousands of hectares of tough harakeke for whāriki (mats), especially at Rakopi and near Mangarakau. Kiekie fruits were a delicacy as were hināu berries and other fruit trees. Long straight stands of hināu and lance-wood provided exceptionally strong shafts for fishing spears, spars and poles.

Te Ātiawa o Te Waka-a-Māui has responsibilities and obligations to protect the cultural, spiritual, historical and traditional values of Te Tai Tapu and Whanganui Inlet, and to pass these onto the next generations; these are the tools of iwi.

PARAPARA PEAK

Parapara is a prominent and majestic peak, clearly visible from a number of vantage points in Mōhua and Onetahua. It is a wāhi tapu - a sacred maunga of special significance to Te Ātiawa o Te Waka-a-Māui whānau through our ancestral and spiritual links to the natural world. As with all principal maunga, Parapara Peak is imbued with the spiritual elements of Rangi and Papa, in tradition and practice it is regarded as an important link to the primeval parents. Originally, Huriawa, the taniwha of Te Waikoropupū, was buried on Parapara until she was called forth to guard the waterways and caves of Te Waikoropupū.

Parapara Peak was important in the lives of Te Ātiawa o Te Waka-a-Māui tūpuna and remains central to the lives of whānau in the present. Parapara extends its influence onto papakāinga at Pariwhakaoho, Parapara Inlet, Onekaka and Tukuru. Beneath Parapara gaze, generations of whānau have lived, cultivated land, collected resources and harvested food. Parapara Inlet was a renowned special resource area and rich in mahinga kai. The legend of Kaiwhakauaki, the taniwha of Parapara Inlet, served as a warning to outsiders who might be tempted to exploit the valuable resources there.

Te Pariwhakaoho, the awa that carries the sacred waters from Parapara to the sea, is a taonga. These cleansing waters carry the kōkōwai stone in all tones of red. This red glow can be seen in the sands at the edges of the awa. The kōkōwai deposits at Parapara are considered to be the blood of Papatūānuku. Therefore, the river runs red with blood from the separation of Papatūānuku and Ranginui. The kōkōwai deposits are a sacred link with ngā tūpuna - a wāhi tapu to Te Ātiawa o Te Waka-a-Māui.

Since their occupation of the land below Parapara Peak, Te Ātiawa o Te Waka-a-Māui whānau have looked to the Peak for indications of changing weather and seasonal patterns. Parapara was also a geographical marker, linking the people to the land. Its significance is recognised in the pepehā of Mōhua people - "Ko Parapara te maunga ..."

Te Ātiawa o Te Waka-a-Māui arikitanga of Parapara Peak gives our iwi responsibilities and gives meaning and effect to the customs of kaitiaki and manaakitanga. This includes acknowledging the history of the maunga, what is buried and arises from the maunga, the many various taonga and the tāngata and wāhi Māori of Parapara Peak. There are a number of tomo (sacred caves) within this maunga.

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Te Ātiawa o Te Waka-a-Māui has a strong historical tradition of customary responsibility to the wāhi tapu, wāhi taonga (significant sites) and mahinga kai (food and resource gathering species, sites and practices) of Parapara Peak. The relationship Te Ātiawa o Te Waka-a-Māui has with the Parapara Peak taonga is central to our identity and our cultural and spiritual wellbeing.

Te Ātiawa o Te Waka-a-Māui environmental world-view of Parapara Peak has always been strongly based on traditional cultural beliefs, knowledge, concepts, and values. These traditional concepts and values, derived from traditional Māori knowledge (mātauranga Māori), have been maintained as fundamentally important in the way Te Ātiawa o Te Waka-a-Māui view their relationship with Parapara Peak.

PUKEONE / MOUNT CAMPBELL

Pukeone is highly significant and provides Te Ātiawa o Te Waka-a-Māui iwi with a sense of identity, solidarity and purpose. Pukeone is a principal maunga for Te Ātiawa o Te Waka-a-Māui and its prominent and majestic peak is clearly visible from a number of vantage points in Motueka. Pukeone has been a part of the lives of Te Ātiawa o Te Waka-a-Māui since our arrival in Te Tai o Aorere. The ancestor embodied in the mountain remains the physical manifestation of Pukeone and is the link between the supernatural and the natural world.

Pukeone has a life force or mauri of its own. This life force binds the spiritual world with the physical world and connects the iwi to the maunga. Mauri is a critical element of the spiritual relationship of Te Ātiawa o Te Waka-a-Māui with Pukeone.

For Te Ātiawa o Te Waka-a-Māui, maunga such as Pukeone are linked by whakapapa to the Atua (gods). Being the closest earthly elements to Rangī (the sky father), they are likened to the children of Rangī and Papa (the earth mother) reaching skyward. The maunga is imbued with the spiritual elements of Rangī and Papa. In both tradition and practice, Pukeone is regarded as an important link to the primeval parents.

Pukeone, the translation of Sand Hill, can be linked to the practice of carrying sand to the summit of the maunga where signal fires were lit to tell of special occasions. A fire was lit on Pukeone following Wakefield's acceptance of Nelson as a settlement site.

Traditionally, Pukeone was a boundary marker for Te Ātiawa o Te Waka-a-Māui. Pukeone was also a strategic landmark from which Te Ātiawa o Te Waka-a-Māui would signal to each other across the rohe as it could be seen from Mōhua and Whakapuaka. In the times of pre-European colonisation the signalling related mostly to war, or the threat of war. But later fires signalled other important events, such as hui at marae across the rohe. The remnants of these huge fires can still be found on top of Pukeone in the form of charcoal remains. The maunga is often referred to as "Brown Acre". Pukeone has always anchored Te Ātiawa o Te Waka-a-Māui to our rohe.

Te Ātiawa o Te Waka-a-Māui have a kaitiaki role over Pukeone establishing continuous responsibilities and obligations passed down from our tūpuna to take particular care of this place, the natural resources found here, and the tangible and intangible taonga of this ancestor. All of the indigenous plants and animals at Pukeone are culturally significant to Te Ātiawa o Te Waka-a-Māui.

Te Ātiawa o Te Waka-a-Māui has a strong historical tradition of customary responsibility for the wāhi tapu, wāhi taonga (significant sites) and mahinga kai (food and resource gathering species, sites and practices) at Pukeone. Te Ātiawa o Te Waka-a-Māui environmental world-

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view of Pukeone has always been strongly based on traditional cultural beliefs, knowledge, concepts and values. These traditional concepts and values derived from traditional Māori knowledge (mātauranga Māori) have been maintained as they are fundamentally important to the way Te Ātiawa o Te Waka-a-Māui view their relationship with Pukeone.

Te Ātiawa o Te Waka-a-Māui was very prominent in the conquest of the western side of Te Tau Ihu. The Puketapu hapū, Ngāti Komako and Ngāti Hinetuhi conquered the former occupiers and, in a later wave of migration, came Puketapu, Kaitangata, Mitiwai and Ngāti Rāhiri, all of whom have maintained unbroken ahi kaa roa.

Te Ātiawa o Te Waka-a-Māui arikitanga of Pukeone gives our iwi responsibilities and gives meaning and effect to the customs of kaitiaki and manaakitanga and the obligations as tangata whenua of Motueka.

WHAREPAPA / ARTHUR RANGE

*Ko Pukeone, ko Tuao Wharepapa ngā Maunga
Ko Motueka te awa*

Wharepapa reigns proudly over Te Tai o Aorere (Tasman Bay) and provides Te Ātiawa o Te Waka-a-Māui with a "sense of place" and belonging to the rohe. For Te Ātiawa o Te Waka-a-Māui this maunga is a precious taonga. As with all principal maunga, Wharepapa is imbued with the spiritual elements of Rangi and Papa, and in tradition and practice regarded as an important link to the primeval parents.

Wharepapa has cast its influence over the iwi living in the rohe for hundreds of years. Wharepapa is also a boundary marker for Te Ātiawa o Te Waka-a-Māui iwi of Motueka and it is still customary practice for Te Ātiawa o Te Waka-a-Māui, when speaking in a formal setting, to identify where they come from and to recite their relationship with Wharepapa that connects them to the natural world.

Wharepapa has a mauri of his own, and his life force binds the spiritual world with the physical world. All elements of the natural world have a life force and it is this life force that connects our people with this maunga.

Wharepapa is a natural reservoir of high-quality fresh water. The water that flows from Wharepapa as the snow melts is sacred. Water is an essential element of life, a taonga that is considered to transcend life itself. Wai is necessary to ensure the physical and spiritual survival of all things. It also represents the lifeblood of Papatūānuku and the tears of Ranginui. Ngā awa carry this lifeblood from Wharepapa to Tangaroa.

Te Ātiawa o Te Waka-a-Māui has a kaitiaki role over Wharepapa passed down from our tūpuna. As kaitiaki we have obligations and responsibilities to take particular care of this place, the natural resources found here and the tangible and intangible taonga of this ancestor.

Wharepapa is home to a wide range of plant and animal species which are of great significance to Te Ātiawa o Te Waka-a-Māui. Two notable species are the Mountain Neinei, which is the longest living indigenous tree, and the Powelliphanta (land snail). The Neinei was used to manufacture the wet weather capes worn by our tūpuna. These taonga were highly valued by tūpuna and remain culturally significant to Te Ātiawa o Te Waka-a-Māui whānau today.

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There are a number of tomo (sacred caves) situated within this maunga. It is an obligation of hapū and whānau who retain customary rights over the land to look after it and protect the physical and spiritual wellbeing of all treasured resources, places and sites of significance upon, in, under and above Wharepapa.

The significance of Wharepapa to Te Ātiawa o Te Waka-a-Māui is illustrated in our pepehā - "Ko Wharepapa te maunga ..." Wharepapa is also recognised through waiata.

Te Ātiawa o Te Waka-a-Māui has a strong historical tradition of customary responsibility to the wāhi tapu, wāhi taonga (significant sites) and mahinga kai (food and resource gathering species, sites and practices) of Wharepapa. The relationship Te Ātiawa o Te Waka-a-Māui has with Wharepapa is a taonga central to our identity and our cultural and spiritual wellbeing.

Te Ātiawa o Te Waka-a-Māui has an environmental world-view of Wharepapa strongly based on traditional cultural beliefs, knowledge, concepts and values. These traditional concepts and values, derived from traditional Māori knowledge (mātauranga Māori), have been maintained as fundamentally important in the way Te Ātiawa o Te Waka-a-Māui view our relationship with Wharepapa.

Te Ātiawa o Te Waka-a-Māui has maintained unbroken ahi kaa roa over Wharepapa. Te Ātiawa o Te Waka-a-Māui arikitanga of Wharepapa gives our iwi responsibilities and gives meaning and effect to the customs of kaitiaki and manaakitanga and the obligations we have as tangata whenua of Motueka.

WHAREHUNGA BAY RECREATION RESERVE (ON ARAPAOA ISLAND)

Wharehunga is extremely significant to Te Ātiawa o Te Waka-a-Māui. Strategically placed in Tōtaranui, the Pā was defended by a ditch and wall system. The Wharehunga area has been occupied by Te Ātiawa o Te Waka-a-Māui since raupatu and is the site of numerous wāhi tapu.

Wharehunga Bay was used as a Pā, as well a site for gathering kai and other resources within the Bay. There once was abundant birdlife, including shags, pied stilts, pied oyster catchers and godwits, and penguins were frequent visitors. The Pā site has an impressive series of pits located on its spur, including forty-four terraces and a large grassed area. There is also evidence of argillite working areas, as well as middens at the bay.

Te Ātiawa o Te Waka-a-Māui whānau have a long standing tradition of gathering kai and other taonga, and utilising the resources of the whenua, moana and motu by Wharehunga.

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 Ātiawa o Te Waka-a-Māui with the area. The mauri of Wharehunga represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life.

Te Ātiawa o Te Waka-a-Māui is connected to Wharehunga by our long standing association and cultural values that reinforce Te Ātiawa o Te Waka-a-Māui whakapapa, associations and history within Te Waipounamu and especially Tōtaranui.

WEST OF SEPARATION POINT / TE MATAU

Kia mau koe ki ngā kupu o ou Tūpuna

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Te Matau (Separation Point) is a strategic landform - a physical marker that is steeped in ancestral history. Te Matau defines the various takiwā within our rohe. Te Matau lies northwest of Nelson on the northern coast of the South Island, and separates Tasman Bay from Golden Bay. Wakatū, Waimea, Motueka, Mōhua, Te Tai Tapu have been broken into two areas - Wakatū to Te Matau, to Te Tai Tapu and the West Coast. Te Ātiawa o Te Waka-a-Māui had rights in all of these regions at 1840 through raupatu. Today the Mōhua whānau and Motueka/Wakatū whānau use Te Matau as their takiwā indicator.

Te Ātiawa o Te Waka-a-Māui o Te Waka-a-Māui, by geographical choice and necessity, are coastal dwellers who have placed high cultural and historical values upon the foreshore, seabed, and coastal and maritime waterways. Te Ātiawa o Te Waka-a-Māui view the coastline as our gardens, and the kaimoana are the fruits of our gardens.

The lands in the bays around Separation Point and the abundance of natural resources all contribute to its significance. Te Ātiawa o Te Waka-a-Māui occupation sites can still be found around Te Matau today and are an indication of the decades of Māori traditional and cultural history.

Te Matau has a mauri of its own - this life force binds the spiritual world with the physical world. All elements of the natural world have a life force and it is this life force that connects our people with this maunga. Mauri is therefore the basis of the spiritual relationship of Te Ātiawa o Te Waka-a-Māui with Te Matau.

Traditionally, this area had abundant moss animals or lace corals, which were thought to provide habitat for juvenile finfish such as snapper or terakihi. The nearby beach provided a plentiful number of seals for harvest, and the number of small caves sheltered tūpuna as they cleaned and sewed up sealskins. Blue penguins fed at sea during the day and returned to burrows at night. Bellbirds, fantails, and kererū (wood pigeons) were also an important resource for Te Ātiawa o Te Waka-a-Māui.

Te Ātiawa o Te Waka-a-Māui whānau and extended whānau gatherings occurred frequently, depending on seasonal resources available for harvest from land and sea. Each season of the year brought different resources to fruition for harvest. These harvests were an opportunity to renew social and familial ties, but many people were also needed to carry out the jobs associated with the harvest.

The traditions associated with the area and its resources have been integral to the expression of kaitiakitanga. Kaitiakitanga for Te Ātiawa o Te Waka-a-Māui is about preserving what our tūpuna fought for and attained, it is both a right and responsibility acquired by proving an ability to give effect to trusteeship and management. Kaitiakitanga is intertwined with customary authority and exercising protection of the environment.

The mātauranga and wāhi tapu associated with Te Matau are taonga Te Ātiawa o Te Waka-a-Māui wish to protect for future generations. The relationship Te Ātiawa o Te Waka-a-Māui has with Te Matau is as important to present day whānau as it was to our tūpuna.

Te Ātiawa o Te Waka-a-Māui tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Te Matau and the surrounding districts, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Te Ātiawa o Te Waka-a-Māui today. Te Ātiawa o Te Waka-a-Māui strongly associate to the Motueka and it is often referred to in whaikōrero by kaumātua and other iwi members.

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Te Matau is highly significant to Te Ātiawa o Te Waka-a-Māui as iwi, hapū and whānau. Te Ātiawa o Te Waka-a-Māui has mana, whakapapa associations and history, and we have tikanga and kawa which involve tapu and noa in this area. Te Ātiawa o Te Waka-a-Māui mana, take tūpuna and our intense relationship with Te Matau incorporates our cultural values. Te Ātiawa o Te Waka-a-Māui exercises customary authority over Te Matau.

TE ANAMĀHANGA / PORT GORE

Port Gore is the papa tupu of Ngāti Hinetuhi and is the anchor of Te Ātiawa o Te Waka-a-Māui identity. Port Gore is a bay and natural harbour. It is directly to the west of the entrance to Port Gore (Queen Charlotte Sound) and the western end of Cook Strait.

This Statutory Acknowledgement covers the foreshore and shoreline from the coastal tip of Alligator Head to Cape Jackson tip. Port Gore's many wāhi tapu, pā sites, mahinga kai and whakapapa to the whenua are of immense cultural significance to Te Ātiawa o Te Waka-a-Māui. The traditions of Te Ātiawa o Te Waka-a-Māui illustrate the physical, cultural, historic and spiritual associations with Port Gore.

Port Gore is encapsulated by Te Ātiawa o Te Waka-a-Māui contemporary Māori world-view, which is strongly based on traditional cultural beliefs, knowledge, concepts and values. These traditional concepts and values, derived from mātauranga Māori, are fundamentally important in the way Te Ātiawa o Te Waka-a-Māui view their relationship with Port Gore.

Port Gore holds an important place in Te Ātiawa o Te Waka-a-Māui tribal history, as this location was one of the tribe's major triumphant battle sites. These particular skirmishes in the early 1800's gave Te Ātiawa o Te Waka-a-Māui a kaitiaki role over Port Gore.

The unextinguished native customary rights of Te Ātiawa o Te Waka-a-Māui in Port Gore gave our iwi responsibilities, and gives meaning and effect to the customs of kaitiaki, tikanga and manaakitanga. This includes acknowledging the history of the whenua, the moana, the awa, the many various taonga and the tāngata and wāhi Māori of Port Gore. Te Ātiawa o Te Waka-a-Māui manaakitanga seeks common ground upon which an affinity and sense of sharing and respect can grow. It is a deep-rooted concept in Te Ātiawa o Te Waka-a-Māui culture.

Te Ātiawa o Te Waka-a-Māui kaitiaki role involves recognising the responsibilities passed down from our tūpuna to protect places of significance such as wāhi tapu, natural resources and the many other various taonga within Port Gore. It is an obligation of the hapū and whānau who are kaitiaki of the land to look after and protect the physical and spiritual wellbeing of all treasured resources, places and sites of significance.

Port Gore was an important site of a permanent settlement, acting as a focal point for food gathering (both whenua and moana). It has consequently played a vital part in Te Ātiawa o Te Waka-a-Māui history as a major arrival and departure point for all those engaged in exploration, trade, warfare and migration.

Port Gore was a main settlement for Te Ātiawa o Te Waka-a-Māui with lookout points at Cape Jackson, Cape Lambert and Alligator Head, which cover the Cook Strait inland areas. The hills were used as signal points.

Te Ātiawa o Te Waka-a-Māui has close ties to both the moana and the whenua of Port Gore. For Te Ātiawa o Te Waka-a-Māui, the coastal and marine resources (kaimoana) are regarded as treasures from the sea (Tangaroa). Whales, dolphins and seals were regular visitors to Port Gore and are treasured taonga for Te Ātiawa o Te Waka-a-Māui.

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When the heke of Te Ātiawa o Te Waka-a-Māui arrived from Taranaki, it is told that Te Ātiawa o Te Waka-a-Māui planted titoki trees in Port Gore on the hills, the descendants of which still stand there. The blooming of these trees was used as a natural indicator for a season of abundant hapuku. The flowering of these trees suggested crayfish was ready, which was popular in Port Gore, and that the kina were fat. The flowering of other plants also indicated that it was time to harvest, for example, when the cabbage tree flowered, mussels were said to be plump and ready for collection.

A number of caves along the coastline in Port Gore were used for food storage and urupā purposes.

At Anamāhanga (Port Gore) there is a flat rock called Te Ope o Kupe (The Expedition of Kupe) which is said to bear the footprints of Kupe and his dogs. Two large rocks nearby are named after his daughters - Mata and Ihara. Inside Jackson's Head is Te Kupenga o Kupe (The Net of Kupe) where he hung his net to dry on the cliffs. Such landmarks are of special cultural significance to Te Ātiawa o Te Waka-a-Māui and to New Zealand Māori as a whole.

Te Ātiawa o Te Waka-a-Māui view ourselves as part of the natural flora and fauna within Port Gore and the wonderful taonga which have been bestowed upon Port Gore. The relationship of Te Ātiawa o Te Waka-a-Māui with these taonga is central to our identity and our cultural and spiritual wellbeing.

Mana, mauri, whakapapa and tapu are all important elements of the spiritual relationship of Te Ātiawa o Te Waka-a-Māui with Port Gore. All of these values remain important to Te Ātiawa o Te Waka-a-Māui. One of the roles of Te Ātiawa o Te Waka-a-Māui as kaitiaki is to protect the mauri of Port Gore. Whakapapa defines the genealogical relationship of Te Ātiawa o Te Waka-a-Māui to Port Gore. Tapu describes the sacred nature of the area to Te Ātiawa o Te Waka-a-Māui.

Port Gore is an important natural resource that Te Ātiawa o Te Waka-a-Māui identifies and protects as a taonga (treasure) for current and future generations. The use of natural resources is governed and regulated through cultural lore and traditions of tapu, rāhui and noa (sanction).

Port Gore represents the links between the cosmology and the gods and present generations. These histories and customs reinforce our tribal identity, solidarity and continuity through the generations, and document the events that have shaped the environment of Port Gore and Te Ātiawa o Te Waka-a-Māui as an iwi.

AWA / RIVERS STATEMENT

Te Ātiawa o Te Waka-a-Māui traditions represent the links between the cosmological world of the Gods and present generations. These histories reinforce tribal identity and solidarity, continuity between generations, and document the events which shaped the environment of Te Tau Ihu and Te Ātiawa o Te Waka-a-Māui as an iwi. Ngā awa are the ribs of the tūpuna, which plunge from the maunga down to the sea, creating wetlands and swamps on their way.

Te Ātiawa o Te Waka-a-Māui believes that wai is a taonga provided by ngā tūpuna, as it carries the lifeblood of Papatūānuku and the tears of Ranginui. Wai symbolises the spiritual link between the past and present. This tradition illustrates the central principle of whakapapa - the connectedness and interdependence of all living things in the natural world.

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The mauri of ngā awa 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 Ātiawa o Te Waka-a-Māui Whānui with the river.

Te Ātiawa o Te Waka-a-Māui maintains mana over the land within the rohe of Te Tau Ihu. This includes the treasured resources associated with the land, such as rivers. Ngā awa have provided iwi with essential sustenance for generations. For tūpuna, fish and waterfowl were especially significant due to the absence of land based mammals. Customary traditions and practices cannot be separated from water. Wai is therefore a central component of iwi identity.

The following species and resources are associated with all rivers with which Te Ātiawa o Te Waka-a-Māui has an association:

Tuna

Tuna are taonga, a species which has been central to the lives of Te Ātiawa o Te Waka-a-Māui for generations. The places where tūpuna harvested eels were important tribal areas, and the gathering and processing of tuna was a customary practice that strengthened the kinship of iwi and whānau. Customary management practices followed the lifecycle of the tuna, and harvesting was regulated according to the seasons.

Pūrākau of Te Tau Ihu o te Waka-a-Mauī tell of the origins of tuna. Mauī killed a taniwha called Tuna. Mauī enticed Tuna across nine skids and repeated a karakia as Tuna crossed each skid. When Tuna reached the ninth skid, Mauī killed him. This story is similar to other Te Waka-a-Mauī iwi who believe that the head of Tuna became the tuna (river eel) and his body, Koiro (conger eel).

Ngā manu

The birdlife associated with awa was plentiful. Kererū, kākāpō, tui, korimako, weka, kaka and kiwi were found in the forests which hugged the river valleys and pūkeko and ducks were harvested from the wetland areas. The Blue Duck or Whio was common on the faster flowing waters. Ngā manu were not only important as a source of food, but were also valued for their plumage which was used for decorative purposes.

Harakeke

Mahinga harakeke associated with the awa provided raw products, such as building materials, rongoā and weaving materials. The harekeke wetland areas and lowland forests associated with the river catchments provided an important habitat for nesting birds and fish species. A large number of freshwater fish species were harvested, including kōkopu, paraki (smelt), īnanga, piharau (lamprey), tuna and kōaro.

Traditionally, papakāinga along the river had an abundant supply of timber. The river flats were heavily forested with totara and rimu, along with lush dense stands of other native timbers. Trees also provided a source of food. A vast range of edible products were harvested from the forests, including karaka berries, ngaio, kawakawa, rimu, matai, supplejack, hinau, miro and totara, as well as the young leaves, hearts and shoots of the nikau palm. Rata blossom honey, the fruit of kiekie, the trunk pith and frond stems of mamaku (black tree fern), and the taproots of cabbage trees were all harvested by tūpuna.

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Mātauranga associated with the collection of resources from ngā awa o Te Tau Ihu was central to the lives of Te Ātiawa o Te Waka-a-Māui tūpuna and remains a significant part of the cultural identity of whānau today. This mātauranga is part of Te Ātiawa o Te Waka-a-Māui unextinguished native customary rights to the present day and exemplifies the tikanga and kawa associated with gathering and utilising resources. Examples include the collection of plants for medicinal purposes (rongoā), the harvesting of different species according to the seasons or tohu (signs), and the collection of plants for dying and weaving kete. Mātauranga Māori is intertwined with awa and the many resources associated with their waters.

Ngā awa are important mahinga kai, known particularly as a source of tuna (eel) and whitebait. Our tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the river, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Te Ātiawa o Te Waka-a-Māui today.

MAITAI RIVER AND ITS TRIBUTARIES

Mahitahi te awa is sacred to Te Ātiawa o Te Waka-a-Māui. Traditionally, the Mahitahi River provided a wealth of resources to sustain our tūpuna. The name “Mahitahi” is thought to relate to tūpuna working as ‘one’ with the pakohe (argillite) to produce tools. Mahitahi means ‘hard’, or ‘excellent’ in Māori. The high-grade pakohe found in the valley became known as Mahitahi, as the stone was hard and excellent for working into weapons and fine tools.

The Mahitahi River was rich in mahinga kai, rongoā, weaving and building materials. The natural resources available in the catchment attracted tūpuna from as far away as Motueka. Whānau would camp and harvest the plentiful supply of resources found in the estuary, the channels and wetlands at the mouth of the Mahitahi and the adjacent lowland valley forests.

A favourite site was Matangi Āwhio. Established by Pohea in the 15th century, this flat north-facing kāinga was used by succeeding iwi, hapū and whānau for hundreds of years. Pikiwai and Koputirana are other sites in the lower Mahitahi catchment where kāinga were occupied on a semi-permanent basis. Te Ātiawa o Te Waka-a-Māui maintained kāinga on higher ground adjacent to the mouth of the Mahitahi.

Extensive tracts of harakeke were present along the flats and hills of the Mahitahi. The wetter areas were also associated with kahikatea and raupō. These rich ecosystems provided habitats for many different bird, plant and fish species. Podocarp forest stands extended from near the river mouth upstream to Branford and Hanby Parks. This forested area provided ngā iwi with tall trees for building and carving purposes. Te Ātiawa o Te Waka-a-Māui tūpuna gathered berries and other materials and hunted the manu associated with the forests.

The Mahitahi River and its tributaries provided Te Ātiawa o Te Waka-a-Māui tūpuna with a natural pathway or Ara through the rohe. The main route to Wakapuaka and to Marlborough was via the Mahitahi Valley. The Wakapuaka Ara followed the Mahitahi upstream as far as the Waitarake (Sharlands and Packers Creeks) before joining the route over to the Lud and Teal Valleys. The Marlborough Ara followed the Waitarake before dropping over a small hill to rejoin the Mahitahi. After passing a camping area at Mill Creek the Ara ascended Maungatapu on the Dun Mountain side.

Argillite, known to Māori as pakohe, is found along the Nelson Mineral Belt, including the Mahitahi Valley, and formed an important resource for Te Ātiawa o Te Waka-a-Māui. Traditionally, it was a highly valued taonga - a mineral of great hardness and strength which

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could be manufactured into all manner of tools and weapons, such as adzes. The tools fashioned from this taonga were used to collect and prepare kai and other natural materials gathered from the land and sea.

The Mahitahi River is immersed in Te Ātiawa o Te Waka-a-Māui history. There are numerous wāhi tapu associated with this abundant food basket linking present day Te Ātiawa o Te Waka-a-Māui iwi physically and emotionally with their tūpuna. The cultural identity of Te Ātiawa o Te Waka-a-Māui is intertwined with this awa and with the maintenance of associated customs and traditions paramount to Te Ātiawa o Te Waka-a-Māui wellbeing.

Te Ātiawa o Te Waka-a-Māui has mana, whakapapa and history here. We have tikanga and kawa which involve tapu and noa in this catchment. We have responsibilities and obligations to this place and its cultural, spiritual, historical and traditional values as tangata whenua of the area.

WAIMEA, WAIROA AND WAI-ITI RIVERS AND THEIR TRIBUTARIES

The Waimeha River is sacred to Te Ātiawa o Te Waka-a-Māui. Traditionally, the Waimeha River provided a wealth of resources to sustain Te Ātiawa o Te Waka-a-Māui tūpuna. The name Waimeaha was originally “Waimeha”, which means brackish or insipid water. This name relates to the nature of the river as it passes swamp and mudflats on its way to sea.

Te Ātiawa o Te Waka-a-Māui association with the Waimeha River includes the entire catchment, from the waters flowing from the mountains, Kahukura (Gordon Range, Eastern slopes of the Kahukura (Richmond) and Bryant Ranges and the Dun mountain) through the flood plains to coastal waters and out to sea.

The Waimeha provided Te Ātiawa o Te Waka-a-Māui with kumara, dried snapper and argillite tools, as well as other valuable taonga for trading for pounamu.

The harakeke (flax) wetlands on the fringe of the Waimeha estuary extended up the Valley towards Brightwater. This extensive area contained pockets of wooded areas, with kahikatea and pukatea in the wetter sites and totara, matai and rimu on drier sites. The Waimeha River mouth provided Te Ātiawa o Te Waka-a-Māui with a plentiful supply of harakeke, of which there were four varieties. The fine long-fibred variety was suitable for net making. A coarser long-fibred type was suitable for ropes and cords; an intermediate type for kete; and a finer short-fibre variety for more delicate work, such as kākahu (cloaks) and tāniko (borders and other decorative work). Waimeha supplied Te Ātiawa o Te Waka-a-Māui with raw products, including rongoā and weaving materials. The two main industries associated with Waimeha, pakohe and fishing, utilised large quantities of flax.

The harekeke wetland areas and associated lowland forests provided an important habitat for nesting birds and fish species. A large number of freshwater fish species were harvested including kōkopu, paraki (smelt), īnanga, piharau (lamprey), tuna and kōaro.

Waimeha was also an important eel harvesting site for Te Ātiawa o Te Waka-a-Māui. Gathering and processing tuna was a customary practice that strengthened the kinship of iwi and whānau. Customary management practices followed the lifecycle of the tuna, and harvesting was regulated according to the seasons.

Mātauranga associated with the collection of resources from ngā awa is central to the lives of Te Ātiawa o Te Waka-a-Māui. The Waimeha River is immersed in Te Ātiawa o Te Waka-a-Māui history and there are numerous wāhi tapu associated with this abundant food basket,

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linking present day iwi physically and emotionally with our tūpuna. Waimeha is intertwined with the cultural identity of Te Ātiawa o Te Waka-a-Māui.

Te Ātiawa o Te Waka-a-Māui has mana, whakapapa and history here. We have tikanga and kawa which involve tapu and noa in this catchment. We have responsibilities and obligations to this place and its cultural, spiritual, historical and traditional values as tangata whenua of the area.

MOTUEKA RIVER AND ITS TRIBUTARIES

Ko Motueka te awa, Ko Te Ātiawa o Te Waka-a-Māui te Iwi

For Te Ātiawa o Te Waka-a-Māui the Motueka River is an Awa Tupuna. Te Ātiawa o Te Waka-a-Māui ancestral ties bind us to one another and to our ancestor - the Motueka River. Te Ātiawa o Te Waka-a-Māui has mana, whakapapa and history within the Motueka River and its tributaries. Te Ātiawa o Te Waka-a-Māui has kaitiaki responsibilities for the Motueka River and its tributaries.

The Motueka River is part of a complex framework connecting all levels of our identity as an iwi. Our landscape defines us and our customary use of traditional resources is the context in which we most often engage with the natural world, thus providing for the transmission of intergenerational knowledge and the maintenance of identity. Our tikanga is the manifestation of our responsibilities and interests, including access and use, water quality, regulation of prohibited behaviours and maintenance of activities, sacred sites, ceremonies and rituals. The Motueka River is a central element to our hospitality, and is linked to all of the customary foods of the land and sea.

The health of the Motueka River is integral to our health and cultural identity. The health and the mauri of the River, as well as Tasman Bay, derives from the need for flowing water from the head of the River and its tributaries to the point where it meets the sea.

The Motueka River is of immense significance to Te Ātiawa o Te Waka-a-Māui iwi. Te Ātiawa o Te Waka-a-Māui tūpuna had an intimate knowledge of navigation, river routes, and landing places, and the locations of food and other resources on and around the Motueka River. The relationship Te Ātiawa o Te Waka-a-Māui has with the Motueka taonga is central to Te Ātiawa o Te Waka-a-Māui identity and our cultural and spiritual wellbeing.

The first heke into the Motueka area was led by Te Manu Toheroa and Horoatua of the Puketapu hapū (Ngātiawa). From the Moutere, the taua went to Motueka. Te Manu Toheroa saw the wood then called Te Matu Ka tuku-tukua ki te hokowhitu o Ngāti Kamako. Te Manu Toheroa and Horoatua were the Rangatira of that hapū. Manukino of Ngātirahiri got a waka called Tuhere at Motueka.

The heke moved on to Riuwaka and settled along the coast between Riuwaka and the Motueka River mouth, and a Pā named Hui Te Rangiora was established. Horoatua claimed formal possession of the district and had a particular interest in the south bank of the Motueka River. Two subsequent heke included Merenako and her brother Te Karara, and also Wi Parana, Rawiri Putaputa, Rangiauru and their families, all of Puketapu descent.

The significance of the Motueka River to Te Ātiawa o Te Waka-a-Māui is illustrated in the carvings in the main whare at Te Awhina Marae in Motueka. The river is also recognised in the pepehā of Motueka whānau, "Ko Motueka te awa, Ko Te Ātiawa o Te Waka-a-Māui te Iwi ..."

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Wāhi tapu sites found in the Motueka River catchment include the area from the Motueka Wharf to Thorpe Street, which was once an extensive garden where the raised sand dunes provided natural shelter for the crops. Just south of the Motueka River mouth was Raumanuka, a kāinga, which was permanently inhabited. Traditionally, Raumanuka was the host marae for group gatherings and water was sourced from the river.

Further south along the Motueka River was Kōkiri, a seasonal kāinga from which Te Ātiawa o Te Waka-a-Māui tūpuna harvested coastal and wetland resources. From Staples Street north to the mouth of the Motueka River was an area Te Ātiawa o Te Waka-a-Māui tūpuna used to gather pingao for weaving. Established gardens were also associated with blocks on nearby higher ground.

There were numerous Pā sites and kāinga associated with the Motueka River catchment. One Pā named Pounamu was located at Staple St on the southern side of the awa. Whakapaetuara Pā was situated on the north bank of the Motueka River. 'Whakapaetuara' superseded the old Pā "Hui Te Rangiora", which was situated at the mouth of the Riuwaka River.

The Motueka River is central to the lives of Te Ātiawa o Te Waka-a-Māui and carries the lifeblood of the Motueka whenua. The wai flowing through the Motueka River is the lifeblood of Papatūānuku and the tears of Ranginui; the spiritual link between the past and present. The wai of the Motueka River is a taonga provided by ngā tūpuna. The Motueka River is central to Te Ātiawa o Te Waka-a-Māui whakapapa and the connectedness and interdependence of Te Ātiawa o Te Waka-a-Māui to all things animate and inanimate derives from this special taonga.

Te Ātiawa o Te Waka-a-Māui believes that the Motueka River is the source of life which sustains the physical and spiritual wellbeing of our ancestral lands in Motueka. The awa supports the lifeforms which are an integral part of the identity of Te Ātiawa o Te Waka-a-Māui, and can therefore not be separated from them. The Motueka River is revered by Te Ātiawa o Te Waka-a-Māui and has a mauri, wairua, tapu and mana unique to it. The relationship of Te Ātiawa o Te Waka-a-Māui to the Motueka River relates to the entire catchment. The health of the Motueka River reflects the health of Te Ātiawa o Te Waka-a-Māui people who live in the rohe.

The Motueka waterway was very important in the transportation of pounamu from inland areas down to settlements on the coast, from where it was traded, and thus there were numerous tauranga waka (landing places) along it. The waterway was an integral part of a network of trails which were used in order to ensure the safest journey, and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails is held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of the people led to their dependence on the resources of the waterway.

The Motueka River and the swamps and wooded areas associated with the river support a huge food basket. When the river floods it replenishes and fertilises the catchment.

Traditionally, the Motueka River and its tributaries were full of tuna, kōkopu and īnanga. Tuna formed an important part of the customary diet. Pokororo was an important tribal area where tūpuna harvested eels, and was also a significant birding site. The gathering and processing of tuna was a customary practice that strengthened the kinship of iwi and whānau. Customary management practices followed the lifecycle of the tuna, and harvesting was regulated according to the seasons.

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The Motueka headwaters are linked to the legend of Ngahue and Poutini. This pūrākau is significant as it illustrates that from the very earliest times, tribes from all over the country knew of the precious resources to be found in Te Tau Ihu. Ngahue and his taniwha Poutini were the guardians of pounamu (greenstone). A dispute between Ngahue and his adversary Hine-tu-ahoanga entangled their taniwha; Poutini was driven out of Hawaiki by Whatipu (Hine-tu-ahoanga's taniwha) and pursued to different places around Aotearoa. One place Poutini found temporary refuge was at the eastern headwaters of the Motueka River.

Grey/black argillite, known to Māori as pakohe, is unique to Te Tau Ihu and was found in the Motueka River valley. It was a highly valued taonga, a mineral of great hardness and strength, which could be manufactured into all manner of tools and weapons, such as adzes. The tools fashioned from this taonga were used to collect and prepare kai and other natural materials gathered from the land and sea. Argillite was also a valued item for trade. In the upper Motueka River valley, clusters of argillite working areas and source sites indicate the importance of this stone to tūpuna. Buried boulders, hammer stones and adzes found in the river valley illustrate the traditional stone working techniques.

The Motueka River discharges into Tasman Bay, a productive and shallow coastal body of high cultural, economic and ecological significance. The important west flank tributaries include the Riuwaka, L. Sydney, Brooklyn, Shaggery, Rocky, Pokororo, Graham and Pearse, and the important east flank tributaries are the Waiwhero, Orinoco and Dove. The major headwater tributaries are the Baton, Wangapeka, including the Dart and Sherry, the Tadmor, the Motupiko, the Upper Motueka and the Stanley Brook. All these tributaries have major significance to Te Ātiawa o Te Waka-a-Māui as we have tikanga and kawa which involve tapu and noa within these tributaries. These tributaries also have cultural values for Te Ātiawa o Te Waka-a-Māui.

Mātauranga Māori is intertwined with the Motueka River and the many resources associated with its waters. Mātauranga associated with the collection of resources from the Motueka River is central to the cultural identity of Te Ātiawa o Te Waka-a-Māui and is essential for maintaining the unbroken customary practices, including the tikanga and kawa associated with gathering and utilising the resources of the awa.

Te Ātiawa o Te Waka-a-Māui has a relationship with the Motueka River as kaitiaki. This is a continuous responsibility passed down from Te Ātiawa o Te Waka-a-Māui tūpuna to take particular care of this awa, the natural resources found there and its tangible and intangible taonga. It is a traditional obligation of the hapū and whānau associated with this area to look after and protect the physical and spiritual wellbeing of all treasured resources, places and sites of significance upon, inside, under and above Motueka.

Central to the spiritual values of the Motueka River is the maintenance of customary practices and the sustainable use of the natural resources. This kaitiaki role is an all-encompassing one, providing for the protection of biodiversity, the utilisation of resources, the maintenance of resources for present and future generations, and the restoration and enhancement of damaged ecosystems.

The Motueka River is pivotal to Te Ātiawa o Te Waka-a-Māui rohe. This awa is central to our identity. As kaitiaki, Te Ātiawa o Te Waka-a-Māui monitor all aspects of the river, including the gravel extractions, to ensure the mauri of the awa is protected and enhanced.

Te Ātiawa o Te Waka-a-Māui tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Motueka, the relationship of people with the river and their dependence on it, and

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tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Te Ātiawa o Te Waka-a-Māui today. Te Ātiawa o Te Waka-a-Māui strongly associate to the Motueka River and it is often referred to in whaikōrero by kaumātua and other iwi members.

This awa is highly significant to Te Ātiawa o Te Waka-a-Māui iwi, hapū and whānau. Te Ātiawa o Te Waka-a-Māui has mana, whakapapa associations and history, and we have tikanga and kawa which involve tapu and noa here. Te Ātiawa o Te Waka-a-Māui mana, take tūpuna and our intense relationship with the Motueka River incorporates our cultural values.

Te Ātiawa o Te Waka-a-Māui exercises kaitiakitanga with the strongest customary authority over the Motueka River, delta and catchment. Kaitiakitanga is both a right and a responsibility associated with lands and environmental resources, as well as material treasures within the Motueka River.

Te Ātiawa o Te Waka-a-Māui, as kaitiaki of Motueka te Awa, is concerned with protecting the mauri of the awa. Te Ātiawa o Te Waka-a-Māui must ensure that the mauri of the awa is safe and that removal of any taonga must be under Te Ātiawa o Te Waka-a-Māui tikanga and kawa. The lifeforce and the resources of the awa are the responsibilities of Te Ātiawa o Te Waka-a-Māui.

TĀKAKA RIVER AND ITS TRIBUTARIES

Tākaka te awa is sacred and highly significant to Te Ātiawa o Te Waka-a-Māui. The relationship Te Ātiawa o Te Waka-a-Māui has with the Tākaka River relates to the protection and use of numerous resources associated with this taonga, and encompasses both the spiritual and physical realms. The spiritual realm is reflected in the legend of Huriawa.

Huriawa is a tupuna and kaitiaki taniwha (guardian) who works her way through the lands of Mōhua. Mōhua is the domain of Hine Tu Ahoanga (the Sandstone Lady). There are large areas all over the region showing the handiwork of Hine Tu Ahoanga, including rock formations, tunnels and caves. These were all places that acted as shelter for both the living and those who had passed on. Huriawa lives and travels in the waters that flow through the domains of this Lady of the Stone. Through whakapapa, she has connections between Mōhua, the northern areas of the North Island and Te Wai Pounamu. Huriawa is also the kaitiaki of the sacred carved prow piece of the waka "Uruao" that was ceremoniously invested in the mouth of the Waitapu River; the river that was once called Ngā Waitapu o Uruao (the sacred waters of the Uruao).

Huriawa travels across Te Tau Ihu clearing the waterways from the effects of storms. She tosses fallen trees and tangled vegetation out of the rivers to free the flow, and with the help of her children she guards the top of the waka (canoe). When the rains come, Huriawa dives deep beneath the land and sea. It is she who churns up the waters when fresh water is found rising through the sea far from shore.

The waters in the Tākaka River catchment where Huriawa resides are sacred. These waters are used for ceremonies, offerings, blessings and for healing purposes. For generations, Te Ātiawa o Te Waka-a-Māui have talked about the significance of the area as a mahinga kai, and of the abundance and variety of food to be gathered there. The Tākaka River includes the Cobb, Anatoki and Waingarō tributaries, and each have a special significance to Te Ātiawa o Te Waka-a-Māui.

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The wāhi tapu and mahinga kai associated with the Tākaka River links present day Te Ātiawa o Te Waka-a-Māui physically and emotionally with our tūpuna. The maintenance of the customs and traditions associated with these awa is therefore paramount to the wellbeing of Te Ātiawa o Te Waka-a-Māui.

Te Ātiawa o Te Waka-a-Māui has mana, whakapapa and history here. We have tikanga and kawa which involve tapu and noa in this catchment. We have responsibilities and obligations to this place and its cultural, spiritual, historical and traditional values as tangata whenua of the area.

AORERE RIVER AND ITS TRIBUTARIES

Aorere te awa is sacred to Te Ātiawa o Te Waka-a-Māui. Traditionally, Aorere te awa provided a wealth of resources to sustain Te Ātiawa o Te Waka-a-Māui tūpuna. Our tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, and developed tikanga for the proper and sustainable utilisation of resources that also recognised the relationship of the people with the river and their dependence on it. All of these values remain important to Te Ātiawa o Te Waka-a-Māui today.

The Aorere is a large river, 43 kilometres in length, which drains the Wakamarama and Haupiri ranges, and once provided an important mahinga kai resource for Te Ātiawa o Te Waka-a-Māui. Traditionally, the river was known for its tuna (eel), īnanga (whitebait), and the giant and short-jawed kōkopu. Sadly, however, those resources are almost depleted. Aorere refers to the name of the place at the mouth of the Aorere River and encompasses the hinterland areas along the River. The name derives from (ao), cloud or mist, and (rere), flying or swift moving.

The Aorere River Valley also provided a natural inland Ara (pathway) to Te Tai Poutini. This pathway was an important greenstone trail used by tūpuna in search of this valuable taonga and item of trade. The route followed the Aorere River before meeting the head of the Heaphy River and emerging just north of Karamea on the West Coast.

There are several wāhi tapu on the Aorere River. These sacred wāhi tapu sites are places holding the memories, traditions and victories for Te Ātiawa o Te Waka-a-Māui tūpuna, and are often protected by keeping their location secret.

The wide estuary at the Aorere River mouth provided Te Ātiawa o Te Waka-a-Māui with a wide range of culturally significant shellfish species, including pipi, cockles, scallops and mudwhelks. Te Ātiawa o Te Waka-a-Māui would dig trenches at the side of river and lay flax nets at the bottom of each trench to catch īnanga. To catch tuna, weirs and eel traps (hīnaki) and nets (kupenga) were placed strategically in or at the sides of streams and rivers. Other freshwater treasures included kōkopu and bulley.

Aorere was an important kāinga for Te Ātiawa o Te Waka-a-Māui tūpuna beginning at the mouth of the river and stretching up the valley for at least five kilometres. Bird life was plentiful and birds were often stored in fat for later periods of need.

Aorere Pā was situated at the mouth of the Aorere River, on the tip of the promontory now called Collingwood. Marino, a Te Ātiawa o Te Waka-a-Māui tūpuna, exercised manaakitanga during the gold rushes, providing all who came to the diggings with food and entertainment, although he eventually had to limit his hospitality to Māori miners. As well as providing a base for surveyors and other travellers, Aorere Pā supplied river transport.

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The Aorere goldfields were extensive. Auriferous gravels were found in many tributary rivers, streams, valleys and gullies, from the Aorere river mouth at Collingwood to the headwaters and ranges more than sixty kilometres inland. Māori miners were dominant in number, especially at sites where access was difficult. Te Ātiawa o Te Waka-a-Māui tūpuna used river waka to reach inland sites.

Aorere te awa is immersed in Te Ātiawa o Te Waka-a-Māui history. There are numerous wāhi tapu associated with this abundant food basket linking present day Te Ātiawa o Te Waka-a-Māui physically and emotionally with our tūpuna. The cultural identity of Te Ātiawa o Te Waka-a-Māui is intertwined with this awa and with the maintenance of associated customs and traditions paramount to Te Ātiawa o Te Waka-a-Māui wellbeing.

Te Ātiawa o Te Waka-a-Māui has mana, whakapapa and history here. We have tikanga and kawa which involve tapu and noa in this catchment. We have responsibilities and obligations to this place and its cultural, spiritual, historical and traditional values as tangata whenua of the area.

TE HOIERE / PELORUS RIVER AND ITS TRIBUTARIES

Te Hoiere (The Pelorus) is an important and significant awa for Te Ātiawa o Te Waka-a-Māui. At the head of the Pelorus River a number of escapees were caught and killed at Titi-rakawa (Pelorus Bridge) by Te Kohua of Te Ātiawa o Te Waka-a-Māui and others. Te Ātiawa o Te Waka-a-Māui has mana and history here.

Since the Raupatu, Te Ātiawa o Te Waka-a-Māui tūpuna have harvested resources from the Pelorus River catchment. Traditionally, the Pelorus was well stocked with tuna which formed a part of the customary diet of Te Ātiawa o Te Waka-a-Māui tūpuna. Tuna are a taonga – a species which has been central to the lives of Te Ātiawa o Te Waka-a-Māui for generations. The places where tūpuna harvested eels were important tribal areas – gathering and processing tuna was a customary practice that strengthened the kinship of iwi and whānau. Customary management practices followed the lifecycle of the tuna, and harvesting was regulated according to the seasons.

Mahinga harakeke associated with the Pelorus provided raw products including rongoā and weaving materials. The harekeke wetland areas and forests provided an important habitat for nesting birds and fish species. A large number of freshwater fish species were harvested, including kōkopu, paraki (smelt), īnanga, korokoro (lamprey), tuna and kōaro. Although freshwater fish and tuna have been severely depleted, they are still an important resource for Te Ātiawa o Te Waka-a-Māui today.

For generations, Te Ātiawa o Te Waka-a-Māui have talked about the significance of this area as a battle site and a mahinga kai. The wāhi tapu and mahinga kai associated with Te Hoiere links present day Te Ātiawa o Te Waka-a-Māui physically and emotionally with our tūpuna. The maintenance of the customs and traditions associated with this awa is therefore paramount to the wellbeing of Te Ātiawa o Te Waka-a-Māui.

Te Ātiawa o Te Waka-a-Māui has maintained customary practices associated with Te Hoiere for many generations. The taonga, wāhi tapu and customary practices associated with this awa were integral to the spiritual and cultural well being of Te Ātiawa o Te Waka-a-Māui iwi. Te Ātiawa o Te Waka-a-Māui have responsibilities to this place and its cultural, spiritual, historical and traditional values.

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RIUWAKA RIVER, AND RESURGENCE, AND ITS TRIBUTARIES

The Riuwaka River is a taonga to Te Ātiawa o Te Waka-a-Māui. The name Riuwaka refers to "Riu" meaning basin, and is a reference to the puna or pool where the river emerges from the ground. There are a series of pools below the resurgence and each pool had a specific cultural purpose for the iwi. Te Puna o Riuwaka had special mana or status, because from here springs "wai ora", or the waters of life. For generations, Te Ātiawa o Te Waka-a-Māui whānau have come to the pools for cleansing and healing, following the footsteps of our tūpuna. The whole area associated with this awa is one of the most sacred sites in Te Tai o Aorere. The Riuwaka River has sustained Te Ātiawa o Te Waka-a-Māui spiritually and has always been regarded with awe.

After heavy rains, water would fall through the marble/karst landscape of Tākaka Hill and pour out from the Riuwaka Resurgence. The roaring sound made by the water was attributed to the roaring of the taniwha associated with the Tākaka Hill and caves below. Traditionally, the Tākaka Hill was also regarded as a supernatural place and was greatly respected and feared. The coastline stretching from Puketawai northwards was believed to be home of the Patu-paiarehe, or fairy folk and kehua (ghosts). Te Ātiawa o Te Waka-a-Māui particularly feared the limestone rocks and bluffs at Puketawai as some had the appearance of skulls.

Oral traditions identify the Riuwaka River mouth as the resting place of Hui Te Rangiora, an explorer who travelled to the shores of New Zealand before the waves of Polynesian migration. It is recounted that Hui Te Rangiora stopped to repair his waka and heal himself with the sacred waters of the Riuwaka River. This tradition is depicted in the carving at the top of the meeting house at Te Awhina Marae. The whare tupuna called Turangapeke has a tekoteko of Hui Te Rangiora looking out for land. At the entrance to the source of the Riuwaka, a carved waharoa represents Te Ātiawa o Te Waka-a-Māui on the left, Ngāti Rārua on the right and Hui Te Rangiora at its apex.

The Riuwaka River cannot be separated from the Te Ātiawa o Te Waka-a-Māui Pā site, Puketawai, a low hill located at the mouth of the Riuwaka River within Tapu Bay, as both are intertwined. Puketawai, also known as Pā Hill or Pā Point, is culturally significant. A former harbour, pā site and kāinga, it is a wāhi tapu associated with the Riuwaka River. Tamati Parana, a revered tohunga, lived at the northern end of Tapu Bay at a site close to the tapu Riuwaka River. As a tohunga, he placed his tūāhu (altar) near to the Riuwaka River in order to be close to the source of his medicine: the white healing stones within its waters. These stones also continue to be of great cultural significance to Te Ātiawa o Te Waka-a-Māui for healing purposes.

In the early 1800s, the main concentration of Te Ātiawa o Te Waka-a-Māui settlement was located around the Riuwaka River, with two kāinga situated below the main Pā at Puketawai. On the south side of Puketawai was a lagoon fed by the Riuwaka River catchment where a number of waka of different sizes could land.

Merenako, a Te Ātiawa o Te Waka-a-Māui kuia, explored the Riuwaka Valley in early 1830s. She began her journey at Puketawai and followed the hillside up the Riuwaka valley up to the area now named Dehra Doon. The Riuwaka swamp extended over a large part of the valley and this made her journey difficult and her knees tired. Riuwaka was originally called Turi Auraki because of this event.

Traditionally, the Riuwaka River catchment was an abundant food basket with diverse ecosystems and species associated with those habitats. The estuary area, where the Riuwaka River flows into the sea, was rich in pipi, tuangi (cockles), tio (oyster), titiko (mud

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snails) and other shellfish. Pātiki (flounder), kanae (mullet) and kawhai were plentiful, but tāmure (snapper) dominate the middens in the area.

The lowland forest along the River's edge consisted of many species that provided building materials and rongoā for the tūpuna living there. Matai, totara and rimu were used for building and carving. Karaka seeds were soaked and steamed in an umu to remove toxins before being dried and ground to make flour for cakes. Tawa berries could be eaten and titoki was highly valued for its oil. Cabbage trees provided a source of sugar. Te Ātiawa o Te Waka-a-Māui had hectares of gardens in the Riuwaka. The main crop was probably kumara, but gourd, taro and yam were also grown.

The Riuwaka River catchment is steeped in history, and the wāhi tapu and taonga associated with this sacred awa are numerous. Wāhi tapu and taonga link present day whānau with our tūpuna. The cultural identity and spiritual wellbeing of Te Ātiawa o Te Waka-a-Māui is intertwined with this awa and the associated resources.

The kaitiaki role Te Ātiawa o Te Waka-a-Māui has over the Riuwaka is a continuous responsibility passed down from our tūpuna to take particular care of this awa, the natural resources found there, and its tangible and intangible taonga. It is an obligation on hapū and whānau associated with the land to look after and protect the physical and spiritual wellbeing of all treasured resources, places and sites of significance upon, inside, under and above Riuwaka.

Although sourced in spiritual values, the kaitiaki role of Te Ātiawa o Te Waka-a-Māui over the Riuwaka is a practical solution for the regulation and control of human activities regarding this taonga. Central to this kaitiaki role is the maintenance of customary practices and the sustainable use of these natural resources. This role is an all-encompassing one providing for the protection of biodiversity, the utilisation of resources, while also maintaining these resources for present and future generations, and requiring the restoration and enhancement of its damaged ecosystems. All of the indigenous plants and animals at Riuwaka are culturally significant to Te Ātiawa o Te Waka-a-Māui.

The relationship Te Ātiawa o Te Waka-a-Māui has with the Riuwaka taonga is central to our identity and to our cultural and spiritual wellbeing. This relationship is essential in maintaining Te Ātiawa o Te Waka-a-Māui customs and traditions associated with this taonga.

The Riuwaka awa and Resurgence is immersed in Ātiawa history. There are numerous wāhi tapu associated with this abundant food basket linking present day Te Ātiawa o Te Waka-a-Māui physically and emotionally with our tūpuna. The cultural identity of Te Ātiawa o Te Waka-a-Māui is intertwined with this awa and with the maintenance of associated customs and traditions paramount to Te Ātiawa o Te Waka-a-Māui wellbeing.

As tangata whenua of Riuwaka te awa and the Resurgence these areas are highly significant to Te Ātiawa o Te Waka-a-Māui iwi, hapū and whānau. Te Ātiawa o Te Waka-a-Māui has mana, whakapapa associations and history, and we have tikanga and kawa which involve tapu and noa in this area. Te Ātiawa o Te Waka-a-Māui mana, take tūpuna and our intense relationship with Riuwaka te awa incorporates our cultural values.

Te Ātiawa o Te Waka-a-Māui as kaitiaki have strong customary interests in the Riuwaka River and monitor all the resources - material, human and spiritual. These are all are part of Te Ātiawa o Te Waka-a-Māui kaitiakitanga, and through these processes innumerable relationships between the sacred and profane, between the past and present, and between

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groups are protected. Te Ātiawa o Te Waka-a-Māui have inherent responsibilities associated with the Riuwaka, including both environmental resources as well as material treasures.

WAIKAWA STREAM AND ITS TRIBUTARIES

Waikawa te awa was a tauranga waka site and kaimoana gathering site for Te Ātiawa o Te Waka-a-Māui before the iwi was relocated from Waitohi to Waikawa. Waikawa te awa and the mahinga kai which it provided fell under the mana of Te Ātiawa o Te Waka-a-Māui as a result of the raupatu.

Waikawa Stream has traditional, cultural, historical and spiritual significance to Te Ātiawa o Te Waka-a-Māui. The resources of the river once supported the Waikawa pā.

Fishing in freshwater environments was a significant part of Te Ātiawa o Te Waka-a-Māui culture and a major source of kai (food). Waikawa te awa contained an abundance of eels (tuna), smelt, freshwater crayfish (koura) and whitebait (īnanga). Te Ātiawa o Te Waka-a-Māui would dig trenches at the side of awa and lay flax nets at the bottom of each trench to catch īnanga. The mouth of the Waikawa Stream supplied the iwi with freshwater mussels, koru and tuna, including kōkupu and bulley.

Tuna was plentiful in Waikawa te awa and Te Ātiawa o Te Waka-a-Māui used a night time spearing technique where the black part of the tree fern was used as the spear. The Stream was also used for dyeing flax for weaving, and the fresh water mussel shells were utilised as implements for the weavers. Flax was plentiful along the Stream which also was used as a wānanga for weaving and for eel weirs.

Piharau (lamprey), which Te Ātiawa o Te Waka-a-Māui considers to be a delicacy, swarm upstream. Lamprey live on whitebait and proceed up the river until they find their passage barred by rocks, and to these rocks they cling with their sucker-like mouths and are easily caught.

Waikawa te awa, the estuary and associated coastline were significant mahinga kai, with kai moana, particularly shellfish, taken at the mouth. Te Ātiawa o Te Waka-a-Māui tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Waikawa te awa, the relationship of people with Waikawa te awa and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Te Ātiawa o Te Waka-a-Māui today.

WAITOHI RIVER AND ITS TRIBUTARIES

Waitohi te awa is historically, culturally, spiritually and traditionally significant to Te Ātiawa o Te Waka-a-Māui. Te Ātiawa o Te Waka-a-Māui believe that Waitohi te awa carries its own mauri guarded by separate spiritual kaitiaki and iwi kaitiaki, and has its own status or mana.

Waitohi Stream has spiritual significance to Te Ātiawa o Te Waka-a-Māui as demonstrated by the tohi rite that was performed over our warriors before and after battle. This process involved dipping the branch of a karamū shrub in the water. The branch was used to strike each warrior on the right shoulder and then the tohunga would call on Tūmatauenga through karakia to protect each warrior in the battle ahead. Traditionally toitoi bushes lined the stream representing those who had been lost in battle, and they became the kaitiaki of the awa. The last time this tohi rite was performed was for the 28th Māori Battalion troops before they departed the shores of Aotearoa to fight in the Second World War.

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For Te Ātiawa o Te Waka-a-Māui, histories such as this reinforce tribal identity and solidarity, continuity between generations, and document the events which shaped Te Ātiawa o Te Waka-a-Māui as an iwi.

There are a number of Te Ātiawa o Te Waka-a-Māui wāhi tapu along Waitohi te awa and the estuary. These sacred wāhi tapu sites are places holding the memories, traditions and victories of Te Ātiawa o Te Waka-a-Māui tūpuna, and are frequently protected by keeping their location secret. Waitohi te awa and the estuary was a significant mahinga kai, particularly for tuna, koura and various species of shellfish.

Te Ātiawa o Te Waka-a-Māui tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of Waitohi, the relationship of people with the river and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Te Ātiawa o Te Waka-a-Māui today. Te Ātiawa o Te Waka-a-Māui strongly associate to the Waitohi, and it is often referred to in whaikōrero by kaumātua and other iwi members.

PATURAU RIVER AND ITS TRIBUTARIES

Paturau te awa is sacred and highly significant to Te Ātiawa o Te Waka-a-Māui. The mouth of the Paturau was a tauranga waka from which sea voyages were launched to and from a variety of locations in and around Te Tau Ihu. There was also a large settlement at the mouth of the Paturau River.

Te Ātiawa o Te Waka-a-Māui had an intimate knowledge of the awa, including navigable river routes, landing places and the locations of food and other resources on and around the Paturau. The River was an integral part of a network of trails which were used in order to ensure the safest journey, and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by Te Ātiawa o Te Waka-a-Māui and is regarded as a taonga. The traditional mobile lifestyle of our people led to their dependence on the resources of the River. Traditionally, the Paturau River provided kai and other materials to sustain Te Ātiawa o Te Waka-a-Māui.

The name Paturau can be translated as “the place to lie in a long heap”, or “where a mat of leaves was made.”

Although there is little archaeological information on the kāinga and pā at Paturau, oral traditions tell of numerous habitation sites and areas of significant resource use. Also associated with these settlements were cultivation areas, mahinga kai and urupā.

The wāhi tapu and mahinga kai associated with the Paturau River link present day Te Ātiawa o Te Waka-a-Māui physically and emotionally with our tūpuna. The maintenance of the customs and traditions associated with this awa is therefore paramount to the wellbeing of Te Ātiawa o Te Waka-a-Māui.

Te Ātiawa o Te Waka-a-Māui has mana, whakapapa and history here. We have tikanga and kawa which involve tapu and noa in this catchment. We have responsibilities and obligations to this place and its cultural, spiritual, historical and traditional values as tangata whenua of the area.

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ANATORI RIVER AND ITS TRIBUTARIES

Anatori te awa and the associated coastline was a significant mahinga kai for Te Ātiawa o Te Waka-a-Māui. Kai moana, particularly pāua, was gathered at the mouth of the river. Our tūpuna had considerable knowledge of whakapapa, traditional trails, tauranga waka, places for gathering kai and other taonga, and ways in which to use the resources of the River. They also developed tikanga for the proper and sustainable utilisation of resources, and that recognised the relationship of our people with the River and their dependence on it. All of these values remain important to Te Ātiawa o Te Waka-a-Māui today.

There are a number of Te Ātiawa o Te Waka-a-Māui urupā and wāhi tapu along the River and associated coastline. Urupā are the resting places of Te Ātiawa o Te Waka-a-Māui tūpuna and, as such, are a focal point for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions and victories of Te Ātiawa o Te Waka-a-Māui tūpuna, and are frequently protected by keeping the location of these sites secret.

The Anatori River mouth was a locality where Te Ātiawa o Te Waka-a-Māui tūpuna lived, camped and harvested resources on the Te Tai Tapu coast. During the times of extensive alluvial gold mining in the 1860s, Māori owners issued licences to mine in the River. The Anatori was an important base for harvesting resources, such as birds and plant materials from the river mouth, estuary areas and associated lowland forests.

The Anatori River rises as two streams (north and south branch) in the Wakamarama Range, running northwest then north. Traditionally, the Anatori River was well stocked with fish and water birds, and these formed parts of the customary diet of Te Ātiawa o Te Waka-a-Māui tūpuna.

The Anatori River is immersed in Te Ātiawa o Te Waka-a-Māui history. There are numerous wāhi tapu associated with this abundant food basket linking present day Te Ātiawa o Te Waka-a-Māui iwi physically and emotionally with their tūpuna. The cultural identity of Te Ātiawa o Te Waka-a-Māui is intertwined with this awa and with the maintenance of associated customs and traditions paramount to Te Ātiawa o Te Waka-a-Māui wellbeing.

Te Ātiawa o Te Waka-a-Māui has mana, whakapapa and history here. We have tikanga and kawa which involve tapu and noa in this catchment. We have responsibilities and obligations to this place and its cultural, spiritual, historical and traditional values as tangata whenua of the area.

TUAMARINA RIVER AND ITS TRIBUTARIES

Tuamarino te awa begins at the head of the Waitohi valley and winds itself through the valley. For the greater part of the length of Para Swamp, the Tuamarino River traverses it in a channel with banks only two to three feet high and slowly winds itself into the Wairau River.

The correct name is Tuamarino, tua meaning beyond, and marino meaning clear or open, or smooth, referring to the early explorers view of the plains from the hills. The Koromiko Stream, named after the veronica flowering plant, and the Para Swamp which has various meanings, including frostfish (pāra); fragments; dust, remains; a tuber; a large edible fern-root; a kind of cordyline (ti-para); to make a clearing in the bush, are important connections into the Tuamarino River.

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For Te Ātiawa o Te Waka-a-Māui, Tuamarino te awa is highly significant to the iwi and in particular to the Waitohi, Ngākuta and Waikawa Pā, as Tuamarino supplied these Pā sites with many valuable resources.

This outstanding natural wetland and awa is home to spawning trout, fresh water flounder, adult whitebait and a range of vulnerable flora species. The bird species include grey teal, pūkeko, mallard, grey duck, shoveller and Australasian bittern.

Tuamarino, Koromiko and the Para Swamp were good gathering grounds for the particular type of flax necessary for weaving. Te Ātiawa o Te Waka-a-Māui whānau would travel down to Waikawa from Taranaki and gather harakeke to take home because of its excellent quality.

Eels were often collected from the area using the common technique of spearing. Tines of hardwood or the hard black part of the tree fern would be used as spears. Eels were speared all year round usually at night. Both the Turamarino and Koromiko were favoured Te Ātiawa o Te Waka-a-Māui sites for tuna. Fresh water mussels were another important food sources for the Pā.

Te Ātiawa o Te Waka-a-Māui tūpuna had considerable knowledge of the whakapapa, traditional trails and places for gathering kai and other taonga. They also developed tikanga based on the relationship between the people and the resources of this area to ensure the sustainable utilisation of resources. All of these values remain important to Te Ātiawa o Te Waka-a-Māui today.

MOUTERE RIVER AND ITS TRIBUTARIES

Moutere te awa is an important and significant awa for Te Ātiawa o Te Waka-a-Māui. At the mouth of the Moutere River is the tidal Moutere Inlet, once a forest, which is highly significant to Te Ātiawa o Te Waka-a-Māui.

Traditionally, Moutere te awa and inlet provided a wealth of resources to sustain Te Ātiawa o Te Waka-a-Māui tūpuna. Moutere te awa and the Inlet had many important fish and abundant shellfish such as oysters, cockles, pāua, mussels and waders or shorebirds and black phase oystercatchers.

Te Ātiawa o Te Waka-a-Māui has maintained customary practices associated with the Moutere River for many generations. The taonga, wāhi tapu and customary practices associated with this awa were integral to the spiritual and cultural wellbeing of Te Ātiawa o Te Waka-a-Māui iwi.

TURIMAWIWI RIVER AND ITS TRIBUTARIES

The Turimawiwi River and the associated coastline was a significant mahinga kai for Te Ātiawa o Te Waka-a-Māui. Kai moana, particularly pāua, was collected at the mouth of the awa.

Te Ātiawa o Te Waka-a-Māui tūpuna had considerable knowledge of the whakapapa, traditional trails, places for gathering kai and other taonga. They also developed tikanga based on the relationship between the people and the resources of this area to ensure the sustainable utilisation of resources. All of these values remain important to Te Ātiawa o Te Waka-a-Māui today.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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**1.3: STATEMENTS OF ASSOCIATION FOR STATUTORY ACKNOWLEDGEMENTS AND DEEDS OF
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There are a number of Te Ātiawa o Te Waka-a-Māui urupā and wāhi tapu along the river and associated coastline. Urupā are the resting places of Te Ātiawa o Te Waka-a-Māui tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions and victories of Te Ātiawa o Te Waka-a-Māui tūpuna, and are frequently protected by keeping the location of these sites secret.

Generations of Te Ātiawa o Te Waka-a-Māui have lived, camped and harvested resources at the Turimawivi River mouth and on the Te Tai Tapu coast. Te Ātiawa o Te Waka-a-Māui Pariwhakaoho whānau maintained extensive cultivations along the coast at Turimawivi and Taumaro.

The wāhi tapu and mahinga kai associated with the Turimawivi River links present day Te Ātiawa o Te Waka-a-Māui physically and emotionally with our tūpuna. The maintenance of the customs and traditions associated with this awa is therefore paramount to the wellbeing of Te Ātiawa o Te Waka-a-Māui.

Te Ātiawa o Te Waka-a-Māui have continually maintained ahi kaa within this catchment area, and the whenua and wai are integral to Te Ātiawa o Te Waka-a-Māui identity as an iwi. We have tikanga and kawa that involves tapu and noa in this area. The wāhi tapu incorporate our cultural values and take tūpuna. Te Ātiawa o Te Waka-a-Māui have responsibilities and obligations to this place and its cultural, spiritual, historical and traditional values as tangata whenua of the area.

TITI ISLAND NATURE RESERVE

Tītī Island is located off Port Lambert in the Marlborough Sounds and is of traditional, cultural, spiritual and historical significance to Te Ātiawa o Te Waka-a-Māui and a great taonga for our iwi.

Ngāti Hinetuhi, a hapū of Te Ātiawa o Te Waka-a-Māui who resided in Port Gore, utilised a range of the resources found on Tītī Island, although primarily the tītī (sooty shearwater/mutton bird). Te Ātiawa o Te Waka-a-Māui tikanga was meticulously followed by Te Ātiawa o Te Waka-a-Māui when harvesting tītī. No fires could be lit during the taking of the birds and women were prohibited on the islands. It was said that if these rules (tapu) were broken then the birds would desert the islands for years.

Tītī was a customary food for Te Ātiawa o Te Waka-a-Māui. Te Ātiawa o Te Waka-a-Māui have memories of the harvesting process, which occurred once a year, and of how the birds were cooked and consumed or preserved for use at a later date.

Tītī Island is now home to the tuatara that was transferred fourteen years ago from the Brothers Islands (Ngā Whatu Kaipono) by Te Ātiawa o Te Waka-a-Māui as a gift to the Island. Te Ātiawa o Te Waka-a-Māui maintain that the tuatara plays an important cultural role as it is the kaitiaki of knowledge, children, tapu places, and tapu objects. This tradition is at once ancient, modern, and reciprocal. Tuatara is kaitiaki of the tangata whenua, while the tangata whenua are kaitiaki of tuatara. The ongoing conservation of the species on Tītī Island is of the utmost importance to Te Ātiawa o Te Waka-a-Māui to ensure the survival of the species that was once unique to Ngā Whatu Kaipono.

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 Ātiawa o Te Waka-a-Māui with Tītī Island, the tītī and the tuatara. The mauri of Tītī Island represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life.

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Te Ātiawa o Te Waka-a-Māui and Ngāti Hinetuhi have an extremely close association with Tītī Island. Our role as kaitiaki of this area is extremely important to the tribe as a whole. Te Ātiawa o Te Waka-a-Māui has mana, whakapapa and history here and we have tikanga which involves tapu and noa in this place.

Te Ātiawa o Te Waka-a-Māui has considerable knowledge of this area. Over time we have developed appropriate tikanga to ensure the sustainable utilisation of Tītī Island's wealth, including for gathering kai and the other various resources of the motu and surrounding moana.

HURA (ON ARAPAOA ISLAND)

Te Hura is immensely significant to Te Ātiawa o Te Waka-a-Māui and a highly treasured taonga. Te Ātiawa o Te Waka-a-Māui tūpuna had considerable knowledge of whakapapa, traditional trails, places for gathering kai and other taonga, and other ways in which to use the resources of Te Hura. For Te Ātiawa o Te Waka-a-Māui, the coastal and marine resources (kaimoana) along Te Hura are regarded as treasures from the sea (Tangaroa).

The Te Ātiawa o Te Waka-a-Māui chief, Hura, occupied this area, and in the 1840s he was buried in the Tamarewa area, hence why the cliffs of Arapaoa Island facing onto Te Moana te Raukawakawa (Cook Strait) are called the 'Hura'.

Te Hura encompasses the whenua along the back of Arapaoa, which curves into Te Moana te Raukawakawa. Most of the coastline in this area is cliff face with only very small pockets that could be used for shelter. Because of the location of Te Hura in Te Moana te Raukawakawa, Te Ātiawa o Te Waka-a-Māui established strategic sentinel sites along the hilltops and tauranga waka sites on the shorelines, and the many caverns had various usages. The coastal area was visited and occupied by many other iwi who through conflict and alliance have merged in the whakapapa (genealogy) of the area. However, Te Ātiawa o Te Waka-a-Māui has maintained mana, whakapapa and history in this area.

Te Hura is an integral part of a network of trails on Arapaoa which were used in order to ensure the safest journey, and incorporated locations along the way that were identified for activities including camping overnight and gathering kai. Knowledge of these trails continues to be held by whānau and hapū and is regarded as a taonga. The traditional mobile lifestyle of Te Ātiawa o Te Waka-a-Māui led to their dependence on the resources of Te Hura.

There are a number urupā and wāhi tapu in Te Hura and many remain known only to Te Ātiawa o Te Waka-a-Māui whānau of the area. Urupā are the resting places of Te Ātiawa o Te Waka-a-Māui tūpuna and, as such, are the focus for whānau traditions. Urupā and wāhi tapu are places holding the memories, traditions and victories of Te Ātiawa o Te Waka-a-Māui tūpuna. They are frequently protected by secret locations.

The mauri of Te Hura 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 are related. Mauri is a critical element of the spiritual relationship of Te Ātiawa o Te Waka-a-Māui with Te Hura.

Often when Te Ātiawa o Te Waka-a-Māui waka crossed the Strait from the North Island, the crews had to wait for the seas to calm before they could round Cape Koamaru. While they were waiting they would go to Te Hura and haul their waka ashore. To protect them from the crashing seas they stood them on end and sheltered them, always between the same special rocks.

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According to Te Ātiawa o Te Waka-a-Māui, strangers crossing from the North Island to Cape Koamaru had to be blindfolded so that they would not see the Brothers Islets (Ngā Whatu Kaipono) or 'pupils of the eye'. On arrival by Tawhaimoa, the blindfolded stranger was led to a cave and the chief or leader of the party gave a 'karakia' or incantation to remove the 'tapu' so that calamity would not overtake the stranger. The blindfold was then removed.

At the top of the hill there was a look-out point where messages could be sent across the Straits by lighting a fire. There is a clear view of Te Moana te Raukawakawa from this point. Beacon fires were lit at strategic points along the coast to carry prearranged messages between settlements both in Te Tau Ihu and across Te Moana te Raukawakawa.

Another place of significance is Kipiora. Waka crews often left their waka at Kipiora - essentially it was a waka landing place. The men dragged their canoes ashore and then followed a track over the hill into East Bay. Further down the coastline there was another settlement called Tungongo.

(The whole of the eastern side of Arapaoa Island was omitted from the map attached to the 9 February 1856 Deed of Sale, as was southwards of the narrow spit which makes up the southern headland of Kura te Au.

Te Hura is of traditional and cultural significance to Te Ātiawa o Te Waka-a-Māui, and is also known for the small yellow coloured potato that grows like watercress in a stream at the site. This is the only site that these potatoes have been located in the area. The potato plant was introduced by Te Ātiawa o Te Waka-a-Māui who settled in the area in the 1820s. Occupation of the whenua over generations by Te Ātiawa o Te Waka-a-Māui has instilled connections and expressions of value into the whenua, space and resources. These traditional relationships have developed over generations of close interaction by Te Ātiawa o Te Waka-a-Māui with the environment of Te Hura and remain an important part of Te Ātiawa o Te Waka-a-Māui culture.

(A range of indigenous and native plants and animals have been identified as being of cultural significance to Te Ātiawa o Te Waka-a-Māui. For Te Ātiawa o Te Waka-a-Māui, in the environmental area, the contemporary Māori world-view is strongly based on traditional cultural beliefs, knowledge, concepts and values. These traditional concepts and values, derived from traditional Māori knowledge (mātauranga Māori), remain important to Te Ātiawa o Te Waka-a-Māui today.

Te Ātiawa o Te Waka-a-Māui has extensive knowledge of various places along Te Hura and this knowledge is important to our iwi today. As tangata whenua in the area, Te Ātiawa o Te Waka-a-Māui maintain the whenua, moana and various motu within Te Hura. Each of the various islands have major significance to Te Ātiawa o Te Waka-a-Māui and the use of the resources on ngā motu and moana incorporate our cultural values of take ahi ka.

Te Ātiawa o Te Waka-a-Māui has tikanga and kawa which involves tapu and noa within Te Hura, ngā motu and moana. We have responsibilities and obligations to this place and its cultural, spiritual, historical and traditional values as tangata whenua of the area.

1.4 STATEMENT OF VALUES FOR THE COASTAL AND MARITIME INSTRUMENT

1.4: STATEMENT OF VALUES FOR THE COASTAL AND MARITIME INSTRUMENT

Toitu te marae a Tane, Toitu te marae a tangaroa, Toitu te iwi

If the realms of Tane and Tangaroa are sustained, then so too will iwi

Te Ātiawa o Te Waka-a-Māui o Te Waka-a-Māui, by geographical choice and necessity, are coastal dwellers that have placed high cultural and historical values upon the foreshore, seabed, coastal and maritime waterways. Te Ātiawa o Te Waka-a-Māui consider the coastline our gardens, and the kaimoana the fruits of our gardens. Kaitiakitanga for Te Ātiawa o Te Waka-a-Māui is about preserving what our tūpuna fought for and attained - it is both a right and responsibility acquired by proving an ability to give effect to trusteeship and management. Kaitiakitanga is intertwined with customary authority and exercising protection of the environment.

Te Ātiawa o Te Waka-a-Māui is a seafaring iwi known for our great navigated sea voyages from Te Waka-a-Māui to Wellington, Waikanae, Taranaki and the Chatham Islands. Te Ātiawa o Te Waka-a-Māui o Te Waka-a-Māui view the land and water as an indivisible whole. The land is connected to the water resources which flow in, on and under it, as is the water related to the land that surrounds it, including the foreshore and seabed. Both the lands and waters are in turn connected to the people as the mana whenua, mana moana, mana tangata in this rohe.

Tangaroa, god of the sea, is the tuakana (elder brother) of Tāne Mahuta (god that dwells on the land) in both birth sequence and size. The land comes from the sea and returns back to the sea, whether this is through erosion on the coast or via the wai tapu (rivers) that carry the land and then empty into the sea. The sea and the land cannot be separated, but each has its own healing powers, each has its own food, and each has its own wairua tapu. Each of the gods has his own individual kawa (protocol) that connects with his brothers'. Even where the land and the sea merge, at no point is there a void, the land mass moves under the seawaters where they connect until the continental shelf drops off.

For Te Ātiawa o Te Waka-a-Māui this means that the land eventually gives way to the Tasman Sea, Tasman Bay, Port Gore, Tōtaranui (Queen Charlotte Sound), Tory Channel, Te Moana o Raukawakawa (Cook Strait) and Te Moananui A Kiwa (the Pacific Ocean), but it does not mean that one is given more importance than the other. As tangata whenua, Te Ātiawa o Te Waka-a-Māui have kaitiaki responsibilities to protect the mauri of both the land and adjoining seas. Te Ātiawa o Te Waka-a-Māui are kaitiaki of the sea, lands, waters and associated resources within our rohe, and are charged to look after them for future generations. The rivers connect the entire landscapes from the mountains to the sea. Forests, streams, lakes and oceans have their own mauri, and their wellbeing is reflected in the productivity and abundance of birds, fish and other iife. The waters of the sea and rivers are as much roads and gardens as the roads and gardens on land.

Te Ātiawa o Te Waka-a-Māui hapū relationships with te takutai moana are captured in memories, ingrained in hearts and passed on in practice, stories and waiata to children and grandchildren who will one day be the kaitiaki of the coastal domain. Te Ātiawa o Te Waka-a-Māui view the resources of the sea as gifts from Tangaroa, and have developed complex management systems (tikanga) to prevent over-exploitation.

Te Ātiawa o Te Waka-a-Māui are a coastal iwi and continue to move freely across Te Tau Ihu o Te Waka-a-Māui and other Te Ātiawa o Te Waka-a-Māui takiwā as sailors, captains, fishers, gatherers and whānau. Te Ātiawa o Te Waka-a-Māui successfully made the transition from oceanic to coastal navigation, and mastered the difficult art of traversing the turbulent and unpredictable coastal waters, which along with the foreshore and seabed are of particular importance for the gathering of kaimoana or food from the sea. Stretches of coastline were

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clearly acknowledged and recognised as belonging to, and being defended by, a particular hapū and, although there has since been widespread urbanisation of Māori, strong cultural connections and ties with the coast remain.

The coastal and marine area is an integral part of our rohe in Te Tau Ihu. Te Ātiawa o Te Waka-a-Māui migrations to Te Waka-a-Māui, when and how they took place, form the basis for present Te Ātiawa o Te Waka-a-Māui membership. When territorial boundaries were determined they were often derived from the waka tāua journey. The actual waka route often formed the basis of coastal boundaries; the naming of features by the canoe passengers gives them claim to those areas; and incidents occurring along the way were interpreted as signs from the gods that certain locations were meant to be avoided or settled. The sites of waka landings are still tapu areas.

Areas of particular cultural significance in the coastal and marine area include Kahurangi, Turimawīwi, Whanganui Inlet, Te One Tāhua, Pūponga, Pakawau, Parapara, Te Matau, Te Tai Aorere (Tasman Bay), Motueka, Whakatū, Waimea, Tarakaipa Island, the area around the Brothers Islands, Port Gore, Tōtaranui, Arapaoa Island, White Bluffs and Cook Strait.

Te Ātiawa o Te Waka-a-Māui established many permanent settlements, including pā (fortified settlements), kāinga, fishing stations and nohoanga in many areas on the coastline throughout Te Tau Ihu o Te Waka-a-Māui. Te Ātiawa o Te Waka-a-Māui have strong and unbroken traditional, historical, cultural and spiritual associations with this long coastline and the associated sea areas with rich ecosystems. These associations remain today and are central to the identity and mauri of our iwi.

Te Ātiawa o Te Waka-a-Māui have associations along the West Coast gathering kaimoana, customary harvesting from the forests, the rivers and the coast, and Poharamu Hotu who resided at Kararoa and whanaunga of Wiremu Kingi Te Kohua lived at various West Coast kāinga. On the East Coast, Te Ātiawa o Te Waka-a-Māui often gathered ducks and eels from Kaparātehou, and customary fished these waters ways.

Te Ātiawa o Te Waka-a-Māui also has an important association with the migratory seabird, the tītī. Young tītī were caught by Te Ātiawa o Te Waka-a-Māui as an annual delicacy. When the fledglings are harvested from the burrows the tītī are fat with the oils of the fish eaten and regurgitated by their parents. The parent birds come home every night having eaten pilchards, shrimps, sprats and small squid, and the young birds gobble down their oily dinner and quickly grow very fat. Generations of Te Ātiawa o Te Waka-a-Māui whānau have made the annual pilgrimage to the islands to harvest tītī by reaching down into the bird's underground burrow.

In the old days, tītī were often preserved in poha. Inside the poha is a waterproof bag made of bull kelp. The birds were cooked and then placed in the bag in their own cooked fat (a process known as tahu). Air pockets were squeezed out by hand to create a vacuum seal that kept the food fresh for two to three years. The inner kelp bag was protected by an outer wrapping of harakeke (flax), tied together with the bark of the totara tree.

Mōhua

Te Ātiawa o Te Waka-a-Māui ventured within Kahurangi and travelled along its coastline in search of pounamu. Kahurangi is geologically complex – most of it is sedimentary rock laid down on an ancient sea-bed then faulted, uplifted and scoured by glaciers. Te Ātiawa o Te Waka-a-Māui knew the area well, including the dangers of limestone caves, bluffs and sinkholes. The coastline had Nikau palms and inland from the coast lush Podocarp forest with ferns and vines reaching to the Beech forests. Along the coastline there are many species of birds, including the now endangered rock Wren and the spotted Kiwi. There are twenty

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different species of carnivorous land snail (Powelliphanta) in Kahurangi, which feed on native worms. The Powelliphanta is taonga of great importance to Te Ātiawa o Te Waka-a-Māui.

After skirmishes with Te Tai Poutini, Te Ātiawa o Te Waka-a-Māui whānau frequently moved along the coastline keeping a watchful eye on the territory and to protect their patch, often staying for a time at the Arahura River mouth settlement for the pounamu, and also at Kararoa before returning back to Mōhua. Te Ātiawa o Te Waka-a-Māui kept vigil along the West Coast waiting for the migration of the sperm whale. Seals, once common along much of the coast, formed a valuable resource.

Large complexes of pā, cultivations and fishing areas were located at river mouths all along the coastal margins although many were seasonal. The river mouth settlements also provided Te Ātiawa o Te Waka-a-Māui with access to inland settlements and mahinga kai areas, including the Nelson Lakes. Another method of travelling down the West Coast was via the Mawhera River, or by the Buller River and the Lakes.

The Paturau, Anatori and Turimawiwi are all volatile rivers which dissect the land and flow into the Tasman Sea. In the past, Te Ātiawa o Te Waka-a-Māui would use boulders to stop the river mouth eroding into the sea. Kahurangi Point to Paturau was once heavily forested with large Rimu trees, and the coastline supplied Turimawiwi pā with crayfish, whitebait and eels amongst other resources from the land and sea. The Turimawiwi River flows northwest from the Wakamarama Range. The Anaweka River is a small river and its source is on the slopes of Mount White in the Wakamarama Range and weaves out to the Tasman Sea.

Estuaries at Paturau and Whanganui were especially prized sources of kaimoana, including for snapper and flounder. Whanganui Inlet was a particularly significant site. Pūponga is an important shark fishery.

Pākawau was the home of Te Koihua who migrated to Kapiti with Te Heke Niho Puta in the 1820s and killed the Ngāti Kuia high chief Pakauwera at Hikapu in Pelorus Sound¹, and captured another chief Whioi at West Whanganui.² Te Koihua remained in control of northwest Nelson while Te Ātiawa o Te Waka-a-Māui battled south into Te Tai Poutini. Te Koihua went to Kapiti to support Te Ātiawa o Te Waka-a-Māui in the battles of Haowhenua in 1834 and Kuititanga in 1839, crossing the waters using his great navigation skills.

Onekaka was a signal point and used to contact Taranaki, Motueka and the Sounds. From Parapara, Kaitangata (a hapū of Te Ātiawa o Te Waka-a-Māui) would launch their waka heading back to Maunga Taranaki. Te Ātiawa o Te Waka-a-Māui were frequent travellers across these waterways maintaining ahi kaa on both isles, they would leave from Tukurua, the Parapara or Aorere and head north navigating by the winds and stars often taking the tītī freshly caught or preserved for the journey.

The Archway Islands, off Wharariki Beach, are home to a seal colony, and the tidal pools serve as a nursery for the seal pups. Farewell Spit is a highly valued resource and taonga for Te Ātiawa o Te Waka-a-Māui and home to many species like the Godwit and the Banded Dotterel which is also a prized taonga for Te Ātiawa o Te Waka-a-Māui.

Farewell Spit is relatively isolated, and is the biggest Godwit habitat. At any one time, over summer, there may be 10,000 Bar-tailed Godwits on the sand flats inside the spit. There are 80 square kilometres of mud or sand flats exposed at low tide and the Godwits share this vast feeding ground with about 90 other species of migratory and local birds, such as large black

¹ Minute Book of the Nelson Native Land Court (NMB: No.2), pp309-310.

² NMB: No. 2, pp290, 301.

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Swans, Caspian or White Fronted Terns, Knots and Spoonbills. Whilst gathering flax at Farewell Spit, the whānau would look across and smile when the Maunga Taranaki hat was uplifted.

Golden Bay from Farewell Spit, including Pūponga Point, Te Rae, Pākawau, Waikato, Collingwood, Ruataniwha Inlet, Parapara Inlet, Patons Rock, Rangihaeata Head, Tākaka River, Pōhara, Motupipi Estuary, Ligar Bay, Tata Island and Taupo Point are all associated with Te Ātiawa o Te Waka-a-Māui whānau as pā sites, tauranga waka sites and mahinga kai sites, as well as for other resources such as the puponga quartzite which was quarried for knives. Kaitangata also extracted valuable red and black pigments for dyeing at Parapara. This was another taonga that Te Hunahuna and Tangotango often took to Waikanae and Taranaki whānau.

The entire western coastline from Farewell Spit to Separation Point, including Golden Bay, has provided Te Ātiawa o Te Waka-a-Māui whānau with an abundance of birds and fish, argillite for weapons and tools, and fertile soils. The finding of minerals, particularly gold, brought huge excitement and a race to some of the region's most isolated areas.

Sealing and whaling was once a major economic activity for Te Ātiawa o Te Waka-a-Māui. Harvesting of the trees used for ship building was also economically important. As kaitiaki, Te Ātiawa o Te Waka-a-Māui must ensure that all these resources are protected for future generations.

Motueka

Tasman Bay, from Separation Point across to Stephens Island, formed part of the maritime highways of Te Ātiawa o Te Waka-a-Māui. Our ships would leave Mōhua bound for Queen Charlotte Sound navigating across these waters. The 34-foot schooner of Tamati Pirimona Marino, named the Erena, shipped coal from Massacre Bay, pigs and potatoes from Queen Charlotte Sound, and passengers to the North Island.

Separation Point to Marahau suited the mobile lifestyle of Te Ātiawa o Te Waka-a-Māui which was based on seasonal fishing gathering and horticulture. This area had easily accessible bays and estuaries, afforded fresh water and a range of food resources. The lands were comparatively sheltered and contained pockets of sandy flat land suitable for horticulture.

Te Ātiawa o Te Waka-a-Māui had sites right around the coast with the majority of occupation sites located in the sheltered bays. Kumara storage pits were sited on readily accessible well-drained ridges around the living areas. Pā were placed on natural defensive features (cliffs) with a panoramic outlook, such as prominent headlands, particularly where the headlands were accessible only by a narrow and therefore easily defended ridge.

Te Ātiawa o Te Waka-a-Māui had occupation sites from Awaroa to Anapai and also occupied Taupo Point, Mutton Cove, Mosquito Bay, Boundary Bay, Torrent Bay, Te Pukatea Bay, Bark Bay, Awaroa, Tōtaranui, and Whariwharangī, Adele and Fishermans Islands. Te Ātiawa o Te Waka-a-Māui papkāinga at Tōtaranui was on the peninsula adjoining the lagoon at the north end of the bay.

Pā, kāinga and fishing settlements occupied much of the peninsula at Te Matau which is one of the boundary points between the various hapū within Te Ātiawa o Te Waka-a-Māui. Awaroa, the papkāinga of Mere Nako and her whānau, was a favoured fishing ground, and Mere also gathered harakeke for weaving at this site. Along the coastline Te Ātiawa o Te Waka-a-Māui hunted an abundance of bird life, including the kōkako in the forests around Torrent Bay, and pūkeko around the beaches, estuaries and wetlands. A range of wading

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birds stalk the estuaries for fish and shellfish while offshore gannets shags and terns can be seen diving for food, and the little blue penguins feed at sea during the day and return to their burrows.

The fishing within Tasman Bay was pristine due to the lowland nature of the area and its proximity to the sea. The rivers and streams along the coastline have a diversity of native freshwater fish, such as the short-jawed and giant kōkopu, as well as long-finned eels. The regular influx of nutrients from the sea tides also supports food for a range of coastal birds.

The rocky coastline habitants like the periwinkles, tubeworms, neptunes necklace, pink algae, sea urchins, turban shells and seaweed were important kaimoana for the hapū. The fur seals that gathered along the coast on the more remote granite headlands of Separation Point, Tonga Island and Pinnacle Island, provided clothing for Te Ātiawa o Te Waka-a-Māui.

Along the coastline, black beech is the natural cover of the dry ridges and headlands close to the sea, with hard beech further inland where more moisture is available. Kanuka occurs where there have been windfalls or a history of fires. Manuka occurs where repeated burning has degraded the soil. Tree ferns, kiekie and supplejack remain in the gullies and are leading the regeneration process.

Marahau and Sandy Bay are both important mahinga kai for Te Ātiawa o Te Waka-a-Māui whānau. Kaiteriteri formed another extensive occupation, cultivation and fishing station complex. The cliffs contain burial caves with a tauranga waka at the mouth of the stream running beside the cliff. Tamati Parana and Wi Parana had cultivation sites in the Sandy Bay, Marahau area, but also had tauranga waka sites to access the waterways for kaimoana and other coastal resources.

The Riuwaka River is inseparably connected with Puketawai, a Te Ātiawa o Te Waka-a-Māui pā site, located on a low hill at the mouth of the Riuwaka River within Tapu Bay. Tamati Parana, a revered tohunga, lived at the northern end of Tapu Bay at a site close to the tapu Riuwaka River. As a tohunga, he placed his tūāhu (altar) near to the Riuwaka in order to be close to the source of his medicine: the white healing stones within its waters. These stones continue to be of great cultural significance to Te Ātiawa o Te Waka-a-Māui for healing purposes.

Traditionally, the Riuwaka River catchment was an abundant food basket with diverse ecosystems and species associated with its habitats. The estuary area where the Riuwaka River flows into the sea was rich in pipi, tuangi (cockles), tio (oyster), titiko (mud snails) and other shellfish. Pātiki (flounder), kanae (mullet) and kawhai were all plentiful, and tāmure (snapper) dominate the middens in the area.

Pā sites and kāinga associated with the Motueka River catchment were plentiful. One pā named Pounamu was located at what is now known as Staple St on the southern side of the awa. Whakapaetuara Pā was situated on the north bank of the Motueka River. "Whakapaetuara" superseded the old pā "Hui Te Rangiora", which was situated at the mouth of the Riuwaka River.

The Motueka estuary, sandspit, Kumara estuary, including Raumanuka, and the Motueka River delta consisting of the river mouth are very important areas for the Tuturiwhatu (the banded dotterel) and for Te Ātiawa o Te Waka-a-Māui who lived, gardened and navigated these waterways. The Godwits stay for seven months at Motueka, and can easily be seen in the low dunes and feeding in the nearby estuaries. The whole area is ecologically important with extensive areas of rush land and salt marsh where whitebait spawn. Te Ātiawa o Te

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Waka-a-Māui continue to monitor the impact of aggregate (gravel) extraction on the environment.

Moutere Inlet was another important source of kaimoana. Traditionally, Moutere te awa and Inlet provided a wealth of resources to sustain Te Ātiawa o Te Waka-a-Māui tūpuna with many important fish, abundant shellfish, such as oysters, cockles, pāua and mussels, and numerous bird species, including waders, shorebirds and black phase oystercatchers.

Whakatū

Mackay's Bluff, near Nelson on the landward end of the Boulder Bank, was an important fishing station. Whakapuaka was a popular watering hole for Te Ātiawa o Te Waka-a-Māui kaitangata visting whānau.

Whakatū and its environs contained many important fishing stations and tauranga waka. Matangi Āwhio was one of the most important sites in the Whakatū area. It consisted of a large pā and kāinga complex overlooking a beach where waka could be safely landed.

Rabbit Island was another important seasonal campsite, particularly for the resources from the Estuary and the close proximity to the Waimea Gardens and walking trail to the lakes. Bells Island and Best Island were also important sites due to the bird life that these isles attracted.

Waimea and Mahitahi Estuary were both rich in mahinga kai, rongōā and weaving and building materials. The natural resources gathered in the catchment attracted tūpuna from as far as Motueka and the Lakes. Whānau would camp and harvest the plentiful supply of resources found in the estuary, the channels and wetlands at the mouth of the Mahitahi and Waimea, and the adjacent lowland valley forests. Several pakohe quarry and flinting sites are found along and nearby the Mahitahi River, such as the Rush Pools Quarry.

Fishing stations could be found all along the eastern coast of Te Tai Aorere/Tasman Bay. Among the most important of these was Waimea renowned for its kaimoana and extensive gardens.

Queen Charlotte Sound

Te Anamāhanga is a landing place of te waka a Kupe - Te Matahourua - and indentations made by his footprints are visible at the tauranga waka at Te Ope-a-Kupe. This place is central to the identity of Te Ātiawa o Te Waka-a-Māui hapū Hinetuhi in Te Tau Ihu. Te Anamāhanga was also a tauranga waka where many important Hinetuhi tūpuna first came ashore and took up residence until called back to defend Te Ātiawa o Te Waka-a-Māui tūturu. Te Anamāhanga was also an important fishing area providing access to koura, pāua, karengo and kokapoko.

The coastline of Arapaoa Island borders Cook Strait, Queen Charlotte Sound (Tōtaranui) and the Tory Channel (Kura-te-au). Every bay and coastline on Arapaoa is important to Te Ātiawa o Te Waka-a-Māui, and is the spiritual home to many. During the early days of occupation of Te Tau Ihu, Arapaoa was the main port-of-call as the iwi moved between various takiwā to ensure that the whole of Te Tau Ihu was occupied. After various battles, Te Ātiawa o Te Waka-a-Māui would return to Arapaoa and prepare for further battles and ensure that the tribe had sufficient resources.

Meretoto (Ships Cove), Whatamango, Te Rae-o-te-Karaka, Punaruawhiti (Endeavour Inlet), Te Anaho and Motuara Island are some of the areas of importance to Te Ātiawa o Te Waka-a-Māui. Many of these were battle sites and today Te Ātiawa o Te Waka-a-Māui are the kaitiaki

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of these areas.

Eastern Coastline

Alligator Head, a marker point for Te Ātiawa o Te Waka-a-Māui, in close proximity to Tītī Island and into Waitui Bay, Cape Lambert across to Cape Jackson, is the area known as Port Gore (Anamāhanga) – home to Ngāti Hinetuhi and their whānau. This particular area is extremely important as the slow currents and the seaweed swept in from the Cook Strait sanctioned these areas to be ideal nursery grounds for Te Ātiawa o Te Waka-a-Māui kaimoana.

Cape Jackson across to Cape Koamoru encapsulates Queen Charlotte Sound (Tōtaranui), and from Waihi Point, Kempe Point (Anakakata Bay) each and every bay and the whole coastal area is of great significance to Te Ātiawa o Te Waka-a-Māui. Inside Tōtaranui are several isle, some small, some large, but all equally great and significant. At the entrance to Tōtaranui lie Kōmakohua Island, the twins and Motungarara Island majestic to Te Ātiawa o Te Waka-a-Māui.

Onehunga, Oamaru, and Amaru Bay wind swept from the Cook Strait, but extremely important for kaimoana, are embraced by Te Ātiawa o Te Waka-a-Māui. Tewaimoa, Tungongo, Kipirita and the Hura are also important coastal areas for Te Ātiawa o Te Waka-a-Māui. Opposite Narawhia reserves sites Raukawa Rock, warning our sailors of the impending dangers of the waters along the shoreline.

The East and West Head guard the entrance to the Tory Channel (Kura-te-au), the first settlement for Te Ātiawa o Te Waka-a-Māui o Te Waka-a-Māui and remains today as the papakāinga to many. Kura-te-au is the main source of kaimoana for Te Ātiawa o Te Waka-a-Māui whānau and Waikawa Marae. Te Ātiawa o Te Waka-a-Māui fishermen fished and still fish these waters, but they always ensure that sufficient kaimoana remains for the next generation.

Jordy Rocks is of significance to Te Ātiawa o Te Waka-a-Māui whaling whānau and is also a maritime marker for our fisherman as they cross from the North or up from the South. Fighting Bay, Rununder Point, Bushy Point and Lucky Point coastal areas are ideal for sheltering and recreational fishing. In times of old, Glasgow Bay was known to Te Ātiawa o Te Waka-a-Māui as little Island Bay. Glasgow Island is a waterhole for Te Ātiawa o Te Waka-a-Māui and often our fisherman would shelter behind the Island and moor their boats whilst catching tītī.

Port Underwood is an ideal sheltering bay, and the gathering of kaimoana would often take place here. The sandy bays were ideal for shellfish and the Wairau Lagoon was ideal for duck hunting. The Wairau River and mouth was ideal for whitebait and kahawai. The White Bluff, a nursery ground, was also used by Te Ātiawa o Te Waka-a-Māui fishers for crayfish and mooring, Kapara Te Hau for medicinal purposes, and further southward for the chasing of the whales and crayfish.

Cook Strait (Te Moana o Raukawakawa)

The bottom topography of the Strait is complex. To the north-west of the Cook Strait Canyon, in the Cook Strait Narrows, lies the Narrows Basin where depths of water between 150 and 200 fathoms predominate. Leading into the Narrows Basin from the north-west is the North West Trough, a rather shallow submarine “valley” lying across the northern end of the Marlborough Sounds. Its head lies near the centre line of Tasman Bay. Near shore on both coasts from the Narrows both to north and west, the bottom topography is most irregular, particularly around the coast of the South Island where the presence of offshore islands,

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submerged rocks, and the entrances to the Sounds, create violent eddy conditions. Cases in point are Koamaru Hole, 100 fathoms off the entrance to Queen Charlotte Sound, and Jacksons Hole, 150 fathoms off Cape Jackson, which Te Ātiawa o Te Waka-a-Māui has been mindful and take great caution. For generations, Te Ātiawa o Te Waka-a-Māui have fished these waters with great care and many are still fishing these waters both customary and commercially. Te Ātiawa o Te Waka-a-Māui as kaitiaki have great concerns for our fisherman and all who sail on these waters as Tangaroa must always be respected.

Te Ātiawa o Te Waka-a-Māui have many lookout points along Te Moana o Raukawakawa and several of these lookout points are still utilised today. Te Ātiawa o Te Waka-a-Māui have special kaimoana areas which are nurtured by iwi members. Today some whānau still utilise their own waka to move across Te Tau Ihu and to the North Island. This taonga symbolises for Te Ātiawa o Te Waka-a-Māui people the intense nature of their relationship to the environment and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical world.

Te Moana o Raukawakawa incorporates the cultural value of Te Ātiawa o Te Waka-a-Māui mauri. Te Ātiawa o Te Waka-a-Māui has mana, whakapapa associations and history associated with this taonga. Te Ātiawa o Te Waka-a-Māui has tikanga and kawa that involves tapu and noa, and responsibilities and obligations to this taonga and its cultural, spiritual, historical and traditional values.

Maritime

From Golden Bay or Arapaoa Island on a fine day, Te Ātiawa o Te Waka-a-Māui would often look towards Maunga Taranaki and see the maunga calling them home. The long Taranaki coastline is open to the Tasman Sea, and Golden Bay forms a shallow inlet off Cook Strait separated from the open sea in the north by Farewell Spit and sheltered in the south by the Pikikiruna, Onekaka and Wakamarama Ranges. Te Ātiawa o Te Waka-a-Māui frequently travelled back and forward from Te Tau Ihu and Te Ika a Maui and were skilled mariners in these waters.

While travelling north to Taranaki, Waikanae, or Wellington from Mōhua, Motueka, Whakatū or Tōtaranui, our maritime fishers often caught cod, roughy and hoki. At the turn of the 19th or 20th century, Te Ātiawa o Te Waka-a-Māui became commercial whalers.

Te Ātiawa o Te Waka-a-Māui travellers across Te Tau Ihu often called into Delaware Bay or Horoirangi for water, later travelling onwards around Cape Soucis into Croisille Harbour passing by D'Urville and Stephens Islands and Admiralty Bay. The Chetwode and Forsyth Islands were often used for shelter, fishing and watering in the Pelorus Sounds before passing Alligator Head and taking the opportunity to catch up with the Port Gore whānau then moving into the Queen Charlotte Sound or across to Wellington.

Climbing on top of Cape Koamaru gave a good indication of the rips working at peak flow, particularly around the Brothers. Te Ātiawa o Te Waka-a-Māui were very experienced on the water and knew timing was extremely important. The best tides to travel on meant leaving the Cape an hour before low tide at Waikawa, to be level with the Brothers around slack water and to catch the east going tidal stream in the eastern Strait. Second best would be leaving an hour before high tide at Picton, as it is more important to have slack water around the Brothers than the east going stream, which is neither reliable nor strong. Cape Koamaru was a rugged stretch to Raukawa Rock and often Arapaoa Island sheltered the mariner travelling from Cook Strait. Te Ātiawa o Te Waka-a-Māui had several special camp sites along this stretch of water waiting for the winds and waters to slacken.

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The White Rocks and Fishermans Rocks are important maritime navigation points for our whānau, so too are Sentinel Rock, McManaway Rock, Witts Rock and the Jag Rocks. The knowledge of the sea was important for survival, for example taking the south side of the rock could mean landing at Waikanae or going southwards.

Ngā Whatu-kai-ponu, the Eyes that Stand as Witness to the Deeds of Kupe (the Brothers Islands), are the eyes of the octopus (wheke), Maturangi, cast into the sea by Kupe after he had killed the creature. The tapu associated with these Islands required travellers to recite karakia when crossing Te Moana o Raukawa and only the descendants of Kupe, persons of great mana or tohunga could gaze upon them.

Te Ātiawa o Te Waka-a-Māui through conquest has inherited various places Kupe travelled within Te Tau Ihu, however today as kaitiaki of these places Te Ātiawa o Te Waka-a-Māui shares the travels of Kupe with all of Aotearoa as they belong to all.

As a coastal tangata whenua kaitiaki Te Ātiawa o Te Waka-a-Māui have an obligation to ensure that the coastal and marine areas are sustained. Coastal areas have always had considerable significance for Te Ātiawa o Te Waka-a-Māui in terms of te kauae runga (things spiritual) and te kauae raro (things earthly). The kaimoana, as with other resources, is important not only in economic value, but also in cultural and spiritual terms. The right to occupy an area and utilise its resources is inseparable from individual and collective mana. For Te Ātiawa o Te Waka-a-Māui, the coastal and maritime area is a symbol of kaitiakitanga, mātaihai and mahinga mātaihai as tangata whenua based upon tikanga and mātauranga Māori. Te Ātiawa o Te Waka-a-Māui place very high spiritual and cultural values upon the coastline and these values.

Te Ātiawa o Te Waka-a-Māui tūpuna attained an advanced understanding of the lifecycles of the fish that they caught for food. They knew that with the first signs of winter approaching fish would start their journeys from inland waterways down to the coastal river mouths. In the autumn, cooler air temperatures gave the adults a signal to begin moving downstream, whereas in spring the melting snows told juveniles to move upstream.

Te Ātiawa o Te Waka-a-Māui itinerant lifestyle was based on harvests at certain times of the year, for fishing and hunting seasons, for planting crops, for whānau or political reasons, because of conflict or scarce resources. However, customary practice of whakaarahi to maintain ahi kaa roa, and to confirm tribal dominance of territories, was expressed through this travelling lifestyle. From the lakes, the rivers, the coastline, Tasman Sea, the Cook Strait and the Pacific Ocean, all this preserving what our tūpuna fought for and attained, it is both a right and responsibility associated with coastline and maritime of Te Waka-a-Māui.

Coastal Areas of great importance for Te Ātiawa o Te Waka-a-Māui

- Skinner point
- Ratakura Point
- Waiharakeke Bay
- Awaroa inlet, sandspit
- The Pinnacle
- Tonga Bay
- Tonga Island
- Whale Rock
- Mosquito Bay
- Bark Bay
- South Head

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- North Head
- Totara rocks
- Boundary Bay
- Torrent Bay
- Pitt Head
- Te Pukatea Bay
- Hāpuku island
- Te Kāretu Point
- Six foot rock
- Adele Island
- Astrolable Roadstead
- Fishermans Island
- Huffam Rock
- Marahau
- Otuwhero Inlet
- Tokongawha Point
- Split Apple Rock
- Ngaio Island
- Breaker Bay
- Kaka Island
- Kaiteriteri
- Torlesse Rock
- Anawera Point
- Alligator Head
- Cape Lambert
- Cape Jackson
- Cape Koamoru
- Arapaoa Island
- Queen Charlotte Sounds
- Tory Channel
- Island Bay
- Brothers Islands
- Shag Harbour
- Boulder Point
- Wharf Rock
- Reef Point
- Tonga Bay

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1.5 STATEMENT OF VALUES FOR TE TAI TAPU

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1.5: STATEMENT OF VALUES FOR TE TAI TAPU

Te Tai Tapu is pivotal to Te Ātiawa o Te Waka-a-Māui identity and their relationship with the whenua and wai. The area signifies the intense nature of the relationship Te Ātiawa o Te Waka-a-Māui has to the environment, and the mauri or life force that is contained in all parts of the natural environment and binds the spiritual and physical world. The connection of Te Ātiawa o Te Waka-a-Māui with Te Tai Tapu began during the raupatu of the 1820s and 1830s when they and their allies moved swiftly into Golden Bays and Te Tai Tapu. Te Ātiawa o Te Waka-a-Māui intermarried with some of the people who were residing in the area and continue to embody the traditions of their Tūpuna. In the Native Land Court in 1883 chief Rihari Tahuaroa of the Puketapu Hapū claimed Te Tai Tapu by right of conquest along with other great chiefs like Te Koihua and Henare Tatana Te Keha. Te Ātiawa o Te Waka-a-Māui had papakainga within Te Tai Tapu. As tangata whenua of Te Tai Tapu, Te Ātiawa o Te Waka-a-Māui has mana, history and whakapapa here. We have developed tikanga and kawa which involve tapu and noa in this area.

Our tūpuna such as Mere Nako, Henare Te Keha, Matiaha and others setup occupation sites with their new companions around important mahinga kai areas of Te Tai Tapu, such as the estuarine areas of Anatori and Turimawiwi and along the coastline. Te Ātiawa o Te Waka-a-Māui are by geographical choice and necessity, coastal dwellers that have placed high cultural and historical values upon the foreshore, seabed, coastal and maritime waterways. Pahi (seasonal and temporary camps) were also set up in inland areas for hunting, gardening and food gathering.

Te Tai Tapu was deliberately kept out of the blanket Te Waipounamu purchases of 1853-1856 and remained as unalienated original customary title until 1884. It was the scene of a small gold rush in the 1860s, during which the Maori owners initially issued mining licences. Te Ātiawa o Te Waka-a-Māui developed considerable knowledge of places for gathering kai and other taonga, and ways in which to use the resources of the moana and tikanga for the proper and sustainable utilisation of resources. Te Tai Tapu remains an important cultural asset to Te Ātiawa o Te Waka-a-Māui and the histories of Te Tai Tapu remind the iwi of the importance of the area to their tribal identity.

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2. DEEDS OF RECOGNITION

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2: DEEDS OF RECOGNITION

THIS DEED is made by **THE CROWN** acting by the Minister of Conservation and the Director-General of Conservation, which agrees as follows:

1. INTRODUCTION

1.1 The Crown has granted this deed as part of the redress under a deed of settlement with:

1.1.1 Te Ātiawa o Te Waka-a-Māui; and

1.1.2 Te Ātiawa o Te Waka-a-Māui Trust.

1.2 In the deed of settlement, Te Ātiawa o Te Waka-a-Māui made statements of its particular cultural, spiritual, historical and traditional association with the following areas (the **statutory areas**):

1.2.1 Queen Charlotte Sound / Tōtaranui and islands (as shown on deed plan OTS-202-59);

1.2.2 Kaiteriteri Scenic Reserve (as shown on deed plan OTS-202-122);

1.2.3 Maungatapu (as shown on deed plan OTS-202-44);

1.2.4 Lake Rotoiti, Nelson Lakes Park (as shown on deed plan OTS-202-46);

1.2.5 Lake Rotoroa, Nelson Lakes Park (as shown on deed plan OTS-202-47);

1.2.6 Parapara Peak (as shown on deed plan OTS-202-49);

1.2.7 Pukeone / Mount Campbell (as shown on deed plan OTS-202-50);

1.2.8 Wharepapa / Arthur Range (as shown on deed plan OTS-202-51);

1.2.9 Hura (on Arapaoa Island) (as shown on deed plan OTS-202-60);

1.2.10 Wharehunga Bay Recreation Reserve (Arapaoa Island) (as shown on deed plan OTS-202-62);

1.2.11 West of Separation Point / Te Matau (as shown on deed plan OTS-202-90);

1.2.12 Te Anamāhanga / Port Gore (as shown on deed plan OTS-202-92);

1.2.13 Titi Island Nature Reserve (as shown on deed plan OTS-202-52);

1.2.14 Maitai River and its tributaries (as shown on deed plan OTS-202-64);

1.2.15 Waimea River, Wairoa River, and Wai-iti River and their tributaries (as shown on deed plan OTS-202-66);

1.2.16 Motueka River and its tributaries (as shown on deed plan OTS-202-67);

1.2.17 Tākaka River and its tributaries (as shown on deed plan OTS-202-68);

1.2.18 Aorere River and its tributaries (as shown on deed plan OTS-202-69);

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- 1.2.19 Te Hoiere / Pelorus River and its tributaries (or Te Hoiere River near Havelock) (as shown on deed plan OTS-202-70);
 - 1.2.20 Riuwaka River, and Resurgence, and its tributaries (as shown on deed plan OTS-202-71);
 - 1.2.21 Waikawa Stream and its tributaries (as shown on deed plan OTS-202-72);
 - 1.2.22 Waitohi River and its tributaries (as shown on deed plan OTS-202-73);
 - 1.2.23 Paturau River and its tributaries (as shown on deed plan OTS-202-74);
 - 1.2.24 Anatori River and its tributaries (as shown on deed plan OTS-202-75);
 - 1.2.25 Tuamarina River and its tributaries (as shown on deed plan OTS-202-99);
 - 1.2.26 Moutere River and its tributaries (as shown on deed plan OTS-202-100); and
 - 1.2.27 Turimawiwi River and its tributaries (as shown on deed plan OTS-202-101).
- 2.2 Those statements of association are:
- 2.2.1 in the documents schedule to the deed of settlement; and
 - 2.2.2 copied, for ease of reference, in the schedule to this deed.
- 2.3 The Crown has acknowledged the statements of association in the **[name]** Act **[year]**, being the settlement legislation that gives effect to the deed of settlement or, in the case of Titi Island Nature Reserve, in the deed of settlement.

3. CONSULTATION

- 3.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 3.2 in relation to a statutory area, consult and have regard to the views of the Te Ātiawa o Te Waka-a-Māui Trust concerning the association of Te Ātiawa o Te Waka-a-Māui with that statutory area as described in a statement of association.
- 3.2 Clause 3.1 applies to the following activities (the identified conservation activities):
- 3.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977; or
 - 3.2.2 preparing a national park management plan under the National Parks Act 1980; or
 - 3.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:
 - (a) to identify and protect wildlife or indigenous plants; or
 - (b) to eradicate pests, weeds, or introduced species; or
 - (c) to assess current and future visitor activities; or

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- (d) to identify the appropriate number and type of concessions; or
- 3.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river; or
- 3.2.5 locating or constructing structures, signs, or tracks.
- 3.3. The Minister and the Director-General of Conservation must, when consulting the Te Ātiawa o Te Waka-a-Māui Trust under clause 3.1, provide the Te Ātiawa o Te Waka-a-Māui Trust with sufficient information to make informed decisions.

4. LIMITS

- 4.1 This deed:
 - 4.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
 - 4.1.2 does not require the Crown to undertake, increase, or resume any identified conservation activity; and
 - 4.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified conservation activity; and
 - 4.1.4 is subject to the settlement legislation.

5. TERMINATION

- 5.1 This deed terminates in respect of a statutory area, or part of it, if:
 - 5.1.1 the Te Ātiawa o Te Waka-a-Māui Trust and the Crown agree in writing; or
 - 5.1.2 the relevant area is disposed of by the Crown; or
 - 5.1.3 responsibility for the identified conservation activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister or Crown official.
- 5.2 If this deed terminates under clause 5.1.3 in relation to an area, the Crown will take reasonable steps to ensure the Te Ātiawa o Te Waka-a-Māui Trust continues to be consulted on any identified conservation activities in relation to the area.

6. NOTICES

- 6.1 Notices to the Te Ātiawa o Te Waka-a-Māui Trust and the Crown are to be given under this deed in accordance with part 5 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is:

Conservator
Nelson Marlborough Conservancy
Department of Conservation
Private Bag 5
Nelson 7042

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2: DEEDS OF RECOGNITION

7. AMENDMENT

- 7.1 This deed may be amended only by written agreement signed by the Te Ātiawa o Te Waka-a-Māui Trust and the Crown.

8. NO ASSIGNMENT

- 8.1 The Te Ātiawa o Te Waka-a-Māui Trust may not assign its rights or obligations under this deed.

9. DEFINITIONS

- 9.1 In this deed:

concession has the meaning given to it in section 2 of the Conservation Act 1987; and

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

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

deed of settlement means the deed of settlement dated 21 December 2012 between Te Ātiawa o Te Waka-a-Māui, the Te Ātiawa o Te Waka-a-Māui Trust and the Crown; and

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

identified conservation activities means the activities specified in clause 3.2; and

Minister means the Minister of Conservation; and

person includes an individual, a corporation sole, a body corporate, and an unincorporated body; and

Te Ātiawa o Te Waka-a-Māui has the meaning given to them by clause 8.9 of the deed of settlement; and

settlement legislation means the Act referred to in clause 2.3; and

statement of association means the statements in part 2 of the documents schedule to the deed of settlement and copied, for ease of reference, in the schedule to this deed; and

statutory area means an area referred to in clause 2.1, the general location of which is indicated on the deed plan referred to in relation to that area (but which does not establish the precise boundaries of the statutory area); and

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

2: DEEDS OF RECOGNITION

10. INTERPRETATION

- 10.1 The provisions of this clause 10 apply to this deed's interpretation unless the context requires otherwise.
- 10.2 Headings do not affect the interpretation.
- 10.3 Terms defined by:
- 10.3.1 this deed have those meanings; and
 - 10.3.2 the deed of settlement, or the settlement legislation, but not by this deed, have those meanings where used in this deed.
- 10.4 All parts of speech and grammatical forms of a defined word or expression have corresponding meanings.
- 10.5 The singular includes the plural and vice versa.
- 10.6 One gender includes the other genders.
- 10.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next day.
- 10.8 A reference to:
- 10.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and
 - 10.8.2 legislation is to that legislation as amended, consolidated, or substituted.
- 10.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

SIGNED as a deed on [*date*]

SIGNED

by the Minister of Conservation
in the presence of:

Signature of Witness

Witness Name:

Occupation:

Address:

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

2: DEEDS OF RECOGNITION

SIGNED

by the Director-General of Conservation
in the presence of:

Signature of Witness

Witness Name:

Occupation:

Address:

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TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

2: DEEDS OF RECOGNITION

Schedule

[Name of area] (as shown on deed plan [number])

[statement of association]

[Name of area] (as shown on deed plan [number])

[statement of association]

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2: DEEDS OF RECOGNITION

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

1. INTRODUCTION

1.1 The Crown has granted this deed as part of the redress under a deed of settlement with:

1.1.1 Te Ātiawa o Te Waka-a-Māui; and

1.1.2 Te Ātiawa o Te Waka-a-Māui Trust.

1.2 In the deed of settlement, Te Ātiawa o Te Waka-a-Māui made statements of its particular cultural, spiritual, historical, and traditional association with the following areas (the **statutory areas**):

1.2.1 Maitai River and its tributaries (as shown on deed plan OTS-202-64);

1.2.2 Waimea River, Wairoa River and Wai-iti River and their tributaries (as shown on deed plan OTS-202-66);

1.2.3 Motueka River and its tributaries (as shown on deed plan OTS-202-67);

1.2.4 Tākaka River and its tributaries (as shown on deed plan OTS-202-68);

1.2.5 Aorere River and its tributaries (as shown on deed plan OTS-202-69);

1.2.6 Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-202-70);

1.2.7 Riuwaka River, and Resurgence, and its tributaries (as shown on deed plan OTS-202-71);

1.2.8 Waikawa Stream and its tributaries (as shown on deed plan OTS-202-72);

1.2.9 Waitohi River and its tributaries (as shown on deed plan OTS-202-73);

1.2.10 Paturau River and its tributaries (as shown on deed plan OTS-202-74)

1.2.11 Anatori River and its tributaries (as shown on deed plan OTS-202-75);

1.2.12 Tuamarina River and its tributaries (as shown on deed plan OTS-202-99);

1.2.13 Moutere River and its tributaries (as shown on deed plan OTS-202-100); and

1.2.14 Turimawiwi River and its tributaries (as shown on deed plan OTS-202-101).

1.3 Those statements of association are:

1.3.1 in the documents schedule to the deed of settlement; and

1.3.2 copied, for ease of reference, in the schedule to this deed.

1.4 The Crown has acknowledged the statements of association in the [**name**] Act [**year**], being the settlement legislation that gives effect to the deed of settlement.

2: DEEDS OF RECOGNITION

2. CONSULTATION

- 2.1 The Commissioner of Crown Lands must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the Te Ātiawa o Te Waka-a-Māui Trust concerning its association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to any of the following activities (the identified activities):
- 2.2.1 considering an application for a right of use or occupation (including renewing such a right);
 - 2.2.2 preparing a plan, strategy, or programme for protection and management;
 - 2.2.3 conducting a survey to identify the number and type of users that may be appropriate;
 - 2.2.4 preparing a programme to eradicate noxious flora and fauna.
- 2.3 The Commissioner of Crown Lands must, when consulting the Te Ātiawa o Te Waka-a-Māui Trust under clause 2.1:
- 2.3.1 provide the Te Ātiawa o Te Waka-a-Māui Trust with sufficient information to make informed decisions, and
 - 2.3.2 inform the Te Ātiawa o Te Waka-a-Māui Trust of an application referred to in clause 2.2.1, but may withhold commercially sensitive information and material including within, or relating to the application.

3. LIMITS

- 3.1 This deed:
- 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
 - 3.1.2 if it relates to a river or stream (including a tributary) it applies only to the bed of the river or stream, meaning the land that the waters of the river or stream cover at its fullest flow without flowing over its banks, but to avoid doubt does not apply to:
 - (a) a part of the bed of the river or stream that is not owned and managed by the Crown; or
 - (b) the bed of an artificial water course;
 - 3.1.3 does not require the Crown to undertake, increase, or resume any identified activity; and
 - 3.1.4 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
 - 3.1.5 is subject to the settlement legislation.

2: DEEDS OF RECOGNITION

4. TERMINATION

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

4.1.1 the Te Ātiawa o Te Waka-a-Māui Trust and the Commissioner of Crown Lands agree in writing; or

4.1.2 the relevant area is disposed of by the Crown; or

4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Commissioner of Crown Lands to another Minister and/or Crown official.

4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the Te Ātiawa o Te Waka-a-Māui Trust continues to have input into the activities referred to in clause 2.2 in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

5. NOTICES

5.1 Notices to the Te Ātiawa o Te Waka-a-Māui Trust and the Crown are to be given under this deed in accordance with part 5 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is:

Commissioner of Crown Lands
[address].

6. AMENDMENT

6.1 This deed may be amended only by written agreement signed by the Te Ātiawa o Te Waka-a-Māui Trust and the Commissioner of Crown Lands.

7. NO ASSIGNMENT

7.1 The Te Ātiawa o Te Waka-a-Māui Trust may not assign its rights under this deed.

8. DEFINITIONS

8.1 In this deed:

Commissioner of Crown Lands means Her Majesty the Queen in right of New Zealand acting by and through the Commissioner of Crown Lands; and

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

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

deed of settlement means the deed of settlement dated 21 December 2012 between Te Ātiawa o Te Waka-a-Māui, the Te Ātiawa o Te Waka-a-Māui Trust and the Crown; and

identified activities means the activities specified in clause 2.2; and

2: DEEDS OF RECOGNITION

person includes an individual, a corporation sole, a body corporate, and an unincorporated body; and

Te Ātiawa o Te Waka-a-Māui has the meaning given to them by clause 8.8 of the deed of settlement; and

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

statement of association means the statements in part 2 of the documents schedule to the deed of settlement and copied, for ease of reference, in the schedule to this deed; and

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

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

9. INTERPRETATION

9.1 The provisions of this clause 9 apply to this deed's interpretation unless the context requires otherwise.

9.2 Headings do not affect the interpretation.

9.3 Terms defined by:

9.3.1 this deed have those meanings; and

9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, have those meanings where used in this deed.

9.4 All parts of speech and grammatical forms of a defined word or expression have corresponding meanings.

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.

9.8 A reference to:

9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and

9.8.2 legislation is to that legislation as amended, consolidated, or substituted.

9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

2: DEEDS OF RECOGNITION

SIGNED as a deed on [*date*]

SIGNED for and on behalf of **HER MAJESTY
THE QUEEN**

by the Commissioner of Crown Lands
in the presence of:

Signature of Witness

Witness Name:

(Occupation:

Address:

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3. KAHUKIWI

(

3.1 KAHUKIWI CREATED OVER EAST HEAD

Clause 5.14.1(a)

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

3.1: KAHUKIWI CREATED OVER EAST HEAD

1. DESCRIPTION OF AREA

- 1.1 Marlborough Land District - Marlborough District. 60.7028 hectares, more or less, being Section 129 Block V Arapawa Survey District. As shown on OTS-202-37.

2. PREAMBLE

- 2.1 Pursuant to section 57 of the draft settlement bill (clause 5.14.1(a) of the deed of settlement) the Crown acknowledges the statement by Te Ātiawa o Te Waka-a-Māui of their cultural, spiritual, historic and/or traditional values relating to East Head, Arapaoa Island - Local Purpose Reserve - Public Utility - as set out below.

3. TE ĀTIAWA O TE WAKA-A-MĀUI VALUES

The concept of Kahukiwi derives from Te Ātiawa o Te Waka-a-Māui traditional custom where Rangatira extend their mana over whenua or tangata by placing their cloak over them.

- 3.1 Ngātata Kahukiwi is a statement of Te Ātiawa o Te Waka-a-Māui cultural, spiritual, historic and traditional values relating to the Ngātata (East Head). The exceptional landscape and location of Ngātata is of special importance and value to Te Ātiawa o Te Waka-a-Māui.
- 3.2 Ngātata is situated on Arapaoa (Arapawa) Island, where Kura te Au (Tory Channel) meets Te Moana o Raukawakawa (Cook Strait), the great highway of Te Ātiawa o Te Waka-a-Māui, and connects into Okukari Bay. Te Moana o Raukawakawa is a natural wind funnel with strong tidal streams which are affected by prolonged periods of strong winds and the shoreline configuration which can cause counter currents close inshore. Broken water is caused by the cold bottom current being forced to the surface by the steep slopes of submarine canyons at the eastern entrance of the Kura te Au (the tauranga ika of Te Ātiawa o Te Waka-a-Māui).
- 3.3 Ngātata is extremely important to Te Ātiawa o Te Waka-a-Māui as it is the gateway to Kura te Au, a highly valued fishing ground and kāinga of Te Ātiawa o Te Waka-a-Māui. Te Ātiawa o Te Waka-a-Māui has occupied this area for generations, and utilised various mahinga kai within Kura te Au. Te Ātiawa o Te Waka-a-Māui has many wāhi tapu sites and a strong association through the large network of pā sites along both sides of Kura te Au from Ngātata.
- 3.4 Ngātata has an extraordinary rock formation facing into Te Moana o Raukawakawa that holds the stories of tragedy and victory since the arrival of Te Ātiawa o Te Waka-a-Māui, who have appreciated this area since the first taua of raupatu. Ngātata is significant to Te Ātiawa o Te Waka-a-Māui and particularly to Te Ātiawa o Te Waka-a-Māui whaling whānau for its many tapu sites which hold memories, traditions and victories of ngā tūpuna.
- 3.5 Te Okukari Pā, which encompassed Ngātata, was used as a kāinga, an observation point, a tauranga waka and as a beacon. Accordingly, there are various tapu sites within Ngātata. Te Ātiawa o Te Waka-a-Māui warriors would place their waka over the rock formation in Te Moana o Te Raukawakawa in order to launch swiftly in turbulent times, or wait patiently in the calmer waters of Okukari Bay for the unsuspecting visitors or whales.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

3.1: KAHUKIWI CREATED OVER EAST HEAD

- 3.6 In the early 1800s and during times of warfare, Te Ātiawa o Te Waka-a-Māui utilised this area as a sentinel lookout for watching movements in Te Moana o Te Raukawakawa and along the coast and towards Lake Grassmere (Kaparatehau). Ngātata was also used as a signal area to call for support, or to advise various hapū what was going on in the area.
- 3.7 A very important feature of the area are the rock cliffs. Te Ātiawa o Te Waka-a-Māui developed a unique fishing method using the ledges hewn out by nature at the bottom of these cliffs. Mako (shark), tāmure (snapper) and arara (trevalli) were caught off these ledges in abundance.
- 3.8 Ngātata is an important natural resource that Te Ātiawa o Te Waka-a-Māui identifies and protects as a taonga (treasure) for current and future generations. The use of natural resources is governed and regulated through cultural lore and traditions of tapu, rāhui and noa (sanction). Occupation of Ngātata and Kura te Au by generations of Te Ātiawa o Te Waka-a-Māui has instilled our connections and values into the whenua and moana, as well as the resources they provide. These traditional relationships have developed over generations of close interaction by Te Ātiawa o Te Waka-a-Māui with the environment at Ngātata, and they remain an important part of Te Ātiawa o Te Waka-a-Māui culture.
- 3.9 Ngātata Kahukiwi represents the links between the cosmos, the gods and present generations. These histories and customs reinforce our mana, our arikitanga, our tribal identity, solidarity and continuity through the generations, and documents the events that have shaped the environment of Ngātata and Te Ātiawa o Te Waka-a-Māui as a tangata whenua iwi of the area.

4. PROTECTION PRINCIPLES

- 4.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Te Ātiawa o Te Waka-a-Māui values related to East Head, Arapaoa Island - Local Purpose Reserve - Public Utility:
- (a) protection of wāhi tapu, indigenous flora and fauna and the wider environment of East Head, Arapaoa Island - Local Purpose Reserve - Public Utility;
 - (b) recognition of the Te Ātiawa o Te Waka-a-Māui mana, kaitiakitanga and tikanga within East Head, Arapaoa Island - Local Purpose Reserve - Public Utility;
 - (c) respect for Te Ātiawa o Te Waka-a-Māui environmental values, tikanga, conservation tikanga and kaitiakitanga within East Head, Arapaoa Island - Local Purpose Reserve - Public Utility;
 - (d) encouragement and respect for the association of Te Ātiawa o Te Waka-a-Māui with East Head, Arapaoa Island - Local Purpose Reserve - Public Utility;
 - (e) accurate portrayal of the association and kaitiakitanga relationship of Te Ātiawa o Te Waka-a-Māui with East Head, Arapaoa Island - Local Purpose Reserve - Public Utility; and
 - (f) recognition of the relationship of Te Ātiawa o Te Waka-a-Māui with the wāhi tapu and wāhi whakahirahira within East Head, Arapaoa Island - Local Purpose Reserve - Public Utility.

3.1: KAHUKIWI CREATED OVER EAST HEAD

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

- 5.1 Pursuant to clause 5.14.7 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) Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires and the public (including local landowners) will be provided with information about the values of Te Ātiawa o Te Waka-a-Māui related to the East Head, Arapaoa Island - Local Purpose Reserve - Public Utility and will be encouraged to respect the association of Te Ātiawa o Te Waka-a-Māui with the Reserve;
 - (b) the association of Te Ātiawa o Te Waka-a-Māui with the East Head, Arapaoa Island - Local Purpose Reserve - Public Utility will be accurately portrayed in all new Department of Conservation information, signs and educational material;
 - (c) Te Ātiawa o Te Waka-a-Māui Trust's designated contact person will be consulted regarding the provision of such material to accurately reflect the cultural values of Te Ātiawa o Te Waka-a-Māui;
 - (d) significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible; and
 - (e) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Ātiawa o Te Waka-a-Māui Trust's designated contact person will be consulted, and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites. Any kōiwi or other taonga found or uncovered will be left untouched and contact made immediately with Te Ātiawa o Te Waka-a-Māui to ensure representation is present on site and tikanga followed.

3.2 KAHUKIWI CREATED OVER THE BROTHERS

Clause 5.14.1(b)

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

3.2: KAHUKIWI CREATED OVER THE BROTHERS

1. DESCRIPTION OF AREA

- 1.1 The Brothers as shown on OTS-202-38, 12.0773 hectares, more or less being Crown land Block XXII Gore Survey District, SO 4903: comprising all of The Brothers Islands Wildlife Sanctuary (*Wildlife Sanctuary (The Brothers Islands) Order 1970 (SR1970/87)*), noting that for the Brothers Islands North group not within the Nature Reserve, the land is primarily held for navigational and safety purposes with a secondary use of Wildlife Sanctuary, and the overlay classification will apply to the extent that it is compatible with the primary purpose for which the land is held; and the Brothers Islands (South Group) Nature Reserve (*Gazette 1975 page 880*).

2. PREAMBLE

- 2.1 Pursuant to section 57 of the draft settlement bill (clause 5.14.1(b) of the deed of settlement) the Crown acknowledges the statement by Te Ātiawa o Te Waka-a-Māui of their cultural, spiritual, historic and/or traditional values relating to the Brothers as set out below.

3. TE ĀTIAWA O TE WAKA-A-MĀUI VALUES

The concept of Kahukiwi derives from Te Ātiawa o Te Waka-a-Māui traditional custom where Rangatira extend their mana over whenua, tangata or taonga by placing their cloak over them.

- 3.1 Te Ātiawa o Te Waka-a-Māui hold Ngā Whatu Kai Pono (the Brothers) in high esteem, and this Kahukiwi is a statement of Te Ātiawa o Te Waka-a-Māui cultural, spiritual, historic and traditional values relating to Ngā Whatu Kai Pono.
- 3.2 The jagged features of Ngā Whatu Kai Pono, and taonga such as the Tuatara, are of immense significance and value to Te Ātiawa o Te Waka-a-Māui. Guarding the entrance of Tōtaranui (Queen Charlotte Sound), the sentinel isles of Ngā Whatu Kai Pono are at the northern tip of Arapaoa (Arapawa Island) in Te Moana o Raukawakawa (Cook Strait), the great highway of Te Ātiawa o Te Waka-a-Māui.
- 3.3 Aotearoa iwi kōrero explains that Kupe killed Te Wheke-a-Muturangi at Kura te au (Tory Channel) and cast the eyes, Whatu Tipare and Whatu Kai Pono (Ngā Whatu Kai Pono), into Te Moana o Raukawakawa. When crossing Te Moana o Raukawakawa, paddlers would cover their eyes with leaves from the kawakawa tree to avoid looking at the tapu islets. Te Ātiawa o Te Waka-a-Māui through arikitanga and kaitiakitanga protect the traditional, historical, cultural and spiritual values of Ngā Whatu Kai Pono, and through manaakitanga recognise the importance of Ngā Whatu Kai Pono to all Aotearoa iwi.
- 3.4 Te Ātiawa o Te Waka-a-Māui are coastal people and have the greatest respect for Tangaroa. Te Ātiawa o Te Waka-a-Māui used Ngā Whatu Kai Pono as a navigational guide along with the stars and other landscape features. Ngā Whatu Kai Pono are in the direct pathways of Te Ātiawa o Te Waka-a-Māui tāua from Waikanae, Taranaki, Kapiti Island, or Te Whanganui a Tara to Arapaoa, or Kura te au or to the northern parts of Tōtaranui, or Whakatū.
- 3.5 Ngā Whatu Kai Pono are a historical navigating waypoint not only in transiting the 'Strait', but also during the whaling period as activities on the sea evolved into commercial fishing. Ngā Whatu Kai Pono are one of Te Ātiawa o Te Waka-a-Māui prime fishing areas that have been worked for several generations hauling crayfish and

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

3.2: KAHUKIWI CREATED OVER THE BROTHERS

hapuka. Te Ātiawa o Te Waka-a-Māui occupation of the moana over generations has instilled connections and expressions of value into the whenua, space and resources. These traditional relationships have developed over generations of close interaction by Te Ātiawa o Te Waka-a-Māui with the environment of Ngā Whatu Kai Pono, and they remain an important part of Te Ātiawa o Te Waka-a-Māui culture.

- 3.6 The Northern Brothers Island is home to a particular species of Tuatara (*Sphenodon guntheri*). Te Ātiawa o Te Waka-a-Māui uphold that the Tuatara plays an important cultural role as it is the kaitiaki of knowledge, of children, tapu places and tapu objects. This tradition is ancient, modern, and reciprocal. Tuatara is kaitiaki of the tangata whenua, while the tangata whenua are kaitiaki of Tuatara. In carvings, Tuatara often represent guardians, signify calamity and death, or warn that something monstrous is about to occur and, thus, are used as a social control. Hence the carving that graces the entrance to Waikawa whareniui.
- 3.7 Tuatara are most abundant on the northern face and the south-western face of the Northern Brothers Island. The Northern Brothers Island is steep, but accessible and is heavily burrowed by nesting seabirds. The principal burrowing bird is the fairy prion or dove petrels that are numerous. The Tuatara, blue penguin, geckos and skinks share burrows with the petrels. Red billed gulls also nest on the Island. The relationship Te Ātiawa o Te Waka-a-Māui has with these taonga is central to our identity and our cultural and spiritual wellbeing.
- 3.8 The Brothers, named by Captain James Cook, were charted in 1773. They are anchored in Te Moana o Raukawakawa and connect the Tasman Sea on the west with the South Pacific Ocean on the east. In 1773, the Endeavour nearly ran aground on rocks, the Brothers, but the breeze and ebb-tide combined to save the ship and carry it through the Cook Strait (named by Joseph Banks).
- 3.9 Te Ātiawa o Te Waka-a-Māui has great pride in the abilities and mana of the powerful Ariki and forceful warriors who migrated to Te Tau Ihu. The mana that those tūpuna possessed has been handed down to form part of the mana that Te Ātiawa o Te Waka-a-Māui uphold and remember with great affection. Ethos and identity are often quite intangible elements that define an iwi. Te Ātiawa o Te Waka-a-Māui derives its uniqueness and character from the fundamental concept of mana. All of these elements are essentially traditional but inextricably linked to Te Ātiawa o Te Waka-a-Māui history, identity and our kaitiaki role over Ngā Whatu Kai Pono.

4. PROTECTION PRINCIPLES

- 4.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, Te Ātiawa o Te Waka-a-Māui values related to The Brothers.
 - 4.1.1 protection of wāhi tapu, indigenous flora and fauna and the wider environment within the Brothers;
 - 4.1.2 recognition of the mana, kaitiakitanga and tikanga of Te Ātiawa o Te Waka-a-Māui over, and within, the Brothers;
 - 4.1.3 recognition of Te Ātiawa o Te Waka-a-Māui as kaitiaki over the Brothers mahinga kai and other traditional resources;

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

3.2: KAHUKIWI CREATED OVER THE BROTHERS

- 4.1.4 respect for Te Ātiawa o Te Waka-a-Māui tikanga / kawa in regard to the Brothers;
- 4.1.5 respect for the association of Te Ātiawa o Te Waka-a-Māui with the Brothers;
- 4.1.6 recognition of the relationship of Te Ātiawa o Te Waka-a-Māui with their wāhi tapu, wāhi taonga and sites of significance; and
- 4.1.7 Recognition of and respect for the relationship of Te Ātiawa o Te Waka-a-Māui with the Tuatara; and protection of the Tuatara and respect for the involvement of Te Ātiawa o Te Waka-a-Māui with the Tuatara as kaitiaki.

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

- 5.1 Pursuant to clause 5.14.7 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) Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about the Te Ātiawa o Te Waka-a-Māui values and the existence of the overlay classification, and will be encouraged to respect the association of Te Ātiawa o Te Waka-a-Māui with the Ngā Whatu Kaiponu (The Brothers).
 - (b) The association of Te Ātiawa o Te Waka-a-Māui with Ngā Whatu Kaiponu, including the traditional, historical, cultural and spiritual significance of Ngā Whatu Kaiponu to Te Ātiawa o Te Waka-a-Māui, and the relationship of Te Ātiawa with the Tuatara as Kaitiaki, will be accurately portrayed in all new Department of Conservation information and educational material.
 - (c) Te Ātiawa o Te Waka-a-Māui will be consulted regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Te Ātiawa o Te Waka-a-Māui cultural information with the consent of Te Ātiawa o Te Waka-a-Māui;
 - (d) Department staff will consult Te Ātiawa o Te Waka-a-Māui and particular regard will be had to their views over any proposed introductions or removal of indigenous species to and from Ngā Whatu Kaiponu;
 - (e) The ecosystems, flora and fauna of Ngā Whatu Kaiponu will be protected by the Department of Conservation through measures to monitor the health of, and threats to, Ngā Whatu Kaiponu, and where necessary take steps to protect the indigenous flora and fauna of the area; and
 - (f) Significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible. Where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Ātiawa o Te Waka-a-Māui will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites. Any kōiwi or other taonga found or uncovered by the Department of Conservation will be left untouched and Te Ātiawa o Te

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

3.2: KAHUKIWI CREATED OVER THE BROTHERS

Waka-a-Māui informed as soon as possible to enable Te Ātiawa o Te Waka-a-Māui to deal with the kōiwi or taonga in accordance with their tikanga.

3.3 KAHUKIWI CREATED OVER TE WAIKOROPUPŪ SPRINGS SCENIC RESERVE

Clause 5.14.1(c)

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

3.3: KAHUKIWI CREATED OVER TE WAIKOROPUPŪ SPRINGS SCENIC RESERVE

1. DESCRIPTION OF AREA

- 1.1 Nelson Land District - Tasman District. 25.6936 hectares, more or less, being Parts Lot 1 DP 6769, Lot 1 DP 11091, Section 1 SO 13886 and Sections 301 and 302 Tākaka District. As shown on deed plan OTS-202-31.

2. PREAMBLE

- 2.1 Pursuant to section 57 of the draft settlement bill (clause 5.14.1(c) of the deed of settlement) the Crown acknowledges the statement by Te Ātiawa o Te Waka-a-Māui of their cultural, spiritual, historic and traditional values relating to the Waikoropupū Springs / Pūpū Springs Scenic Reserve as set out below.

3. TE ĀTIAWA O TE WAKA-A-MĀUI VALUES

The Kahukiwi concept derives from the traditional Te Ātiawa o Te Waka-a-Māui custom where Rangatira extend their mana over the whenua, taonga or tangata by placing their cloak over them.

*Waikoropupū, Waikoropupū
Pupū ake te whenua
Pupū ake ko ngā waiora
Waikoropupū
Ngā puna wai o Tākaka
Ngā puna roimata wairua
Waikoropupū, Waikoropupū*

- 3.1 Te Waikoropupū symbolises the powerful relationship that Te Ātiawa o Te Waka-a-Māui has with water, the land and the environment. Te Waikoropupū is pivotal to Te Ātiawa o Te Waka-a-Māui identity, our solidarity, our kaitiakitanga, our mana, our whakapapa, our history, our tikanga and kawa including tapu and noa.
- 3.2 Te Waikoropupū is a large karst resurgence consisting of a collection of Springs, and is a precious taonga which has outstanding water quality reflecting the wāhi tapu nature of this important taonga tuku iho.
- 3.3 Te Ātiawa o Te Waka-a-Māui tūpuna maintained kaitiakitanga over these precious waters for generations, and traditional practises have been handed down through the generations. Central to kaitiakitanga is the maintenance of the mauri and wairua of Te Waikoropupū. Te Ātiawa o Te Waka-a-Māui whakapapa, traditions and history of the whānau and hapū are closely intertwined with the environment. Te Waikoropupū is part of our heritage and identity that has been handed down to us by our ancestors.
- 3.4 Te Waikoropupū is the legendary home of the female taniwha, Huriwa, a diver of land and sea, travelling deep beneath the earth to clear blocked waterways. She is brave and wise and rests in the waters of Te Waikoropupū when she is not away attending to business.
- 3.5 Water represents the lifeblood of Papatūānuku formed by the tears of Ranginui and the mauri of water is sacred. Water symbolises the spiritual link between the past and the present, and Te Ātiawa o Te Waka-a-Māui regard Te Waikoropupū with immense reverence. The spiritual and cultural integrity of the waterways throughout the rohe of Te Ātiawa o Te Waka-a-Māui are the essence of our identity as an iwi. The relationship

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

3.3: KAHUKIWI CREATED OVER TE WAIKOROPUPŪ SPRINGS SCENIC RESERVE

between Te Ātiawa o Te Waka-a-Māui and freshwater is founded in our whakapapa which is the foundation for an inalienable relationship between iwi and freshwater that has been recorded, celebrated and perpetuated across the generations.

- 3.6 Te Waikoropupū Springs are a taonga and wāhi tapu for Te Ātiawa o Te Waka-a-Māui; the Springs are wairou, the purest form of water which is the wairua and the physical source of life. The Springs provide water for healing, and in the past were a place of ceremonial blessings at times of birth and death and the leaving and returning of travellers. Te Ātiawa o Te Waka-a-Māui customary lore and tikanga regulate the way in which water resources are used and conserved in order to protect and sustain the mauri of the water body for future generations.
- 3.7 Alongside Te Waikoropupū Springs and Stream are a variety of native terrestrial plants, ferns and trees and a variety of bush and water birds. The main Spring, Dancing Sand Spring, Fish Creek and associated Springs and their outflows support an abundance and diverse community of native aquatic plants. Koura is found in the faster flowing water downstream of the main Spring bowl and both the long and short fin eel are also found here.
- 3.8 The customary practice of gathering food and other resources from Te Waikoropupū and the Tākaka River catchment has long been a part of life for Te Ātiawa ki Mōhua. Traditionally, mahinga mātaitai (food gathering sites) throughout the catchment were used to sustain the spiritual and physical wellbeing of Te Ātiawa o Te Waka-a-Māui. Although fewer mahinga mātaitai exist today they are still an important part of cultural life for Te Ātiawa o Te Waka-a-Māui. Te Ātiawa ki Mōhua in particular continue to maintain their customary practices, including the harvest of plants and other materials for medicinal or weaving purposes.
- 3.9 Te Waikoropupū has always been of cultural significance to Te Ātiawa ki Mōhua whose ancestral connections with Te Waikoropupū encompass both the spiritual and the physical realms. Te Ātiawa o Te Waka-a-Māui have maintained these connections through customary practices, such as using the sacred waters for ceremonial, blessing and healing purposes. Looking after Te Waikoropupū requires Te Ātiawa o Te Waka-a-Māui as kaitiaki to carry out their responsibilities based on mātauranga Māori (traditional Māori knowledge) and following tikanga and customary practices handed down from tūpuna.
- 3.10 For Te Ātiawa ki Mōhua and the wider iwi Te Waikoropupū Springs are seen as part of the larger Tākaka River catchment. Therefore, looking after Te Waikoropupū involves looking after the whole catchment from the source through the network of tributaries to the estuaries along the coast where the freshwater meets the saltwater. Te Waikoropupū and the interconnected Tākaka River system have a mauri and mana of their own. They are entities in their own right and have a distinct essence and identity. The health of the system reflects the health and wellbeing of the people that live around it.
- 3.11 Te Waikoropupū is one of many aspects of Te Ātiawa o Te Waka-a-Māui cultural heritage that reinforces our identity as tangata whenua. We therefore have an obligation to future generations to protect and maintain our cultural heritage. It is these living relationships that give meaning and cultural value to a taonga like Te Waikoropupū, and enables Te Waikoropupū to fulfil its function of reinforcing the mana, identity and tikanga of Te Ātiawa o Te Waka-a-Māui.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

3.3: KAHUKIWI CREATED OVER TE WAIKOROPUPŪ SPRINGS SCENIC RESERVE

4. PROTECTION PRINCIPLES

4.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Te Ātiawa o Te Waka-a-Māui values related to Waikoropupū Springs / Pūpū Springs Scenic Reserve:

- (a) protection of wāhi tapu, indigenous flora and fauna and the wider environment of Waikoropupū Springs / Pūpū Springs Scenic Reserve;
- (b) recognition of Te Ātiawa o Te Waka-a-Māui mana, kaitiakitanga and tikanga within Waikoropupū Springs / Pūpū Springs Scenic Reserve;
- (c) respect for Te Ātiawa o Te Waka-a-Māui tikanga and kaitiakitanga within Waikoropupū Springs / Pūpū Springs Scenic Reserve;
- (d) encouragement of respect for the association of Te Ātiawa o Te Waka-a-Māui with Waikoropupū Springs / Pūpū Springs Scenic Reserve;
- (e) accurate portrayal of the association and kaitiakitanga relationship of Te Ātiawa o Te Waka-a-Māui with Waikoropupū Springs / Pūpū Springs Scenic Reserve;
- (f) recognition of the relationship of Te Ātiawa o Te Waka-a-Māui with the wāhi tapu and wāhi whakahirahira within Waikoropupū Springs / Pūpū Springs Scenic Reserve; and
- (g) recognition of the interest of Te Ātiawa o Te Waka-a-Māui in actively protecting species within Waikoropupū Springs/ Pūpū Springs Scenic Reserve.

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

5.1 Pursuant to clause 5.14.7 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) Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about Te Ātiawa o Te Waka-a-Māui values, and will be encouraged to respect Te Ātiawa o Te Waka-a-Māui associations with Waikoropupū Springs / Pūpū Springs Scenic Reserve;
- (b) the Te Ātiawa o Te Waka-a-Māui association with Waikoropupū Springs / Pūpū Springs Scenic Reserve will be accurately portrayed in all new Department of Conservation information and educational material;
- (c) Te Ātiawa o Te Waka-a-Māui will be consulted regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Te Ātiawa o Te Waka-a-Māui cultural information with the consent of Te Ātiawa o Te Waka-a-Māui;
- (d) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Ātiawa o Te Waka-a-Māui will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites;

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

3.3: KAHUKIWI CREATED OVER TE WAIKOROPUPŪ SPRINGS SCENIC RESERVE

- (e) any kōiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and Te Ātiawa o Te Waka-a-Māui will be informed as soon as possible to enable Te Ātiawa o Te Waka-a-Māui iwi to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and

- (f) the Department of Conservation will ensure that Te Ātiawa o Te Waka-a-Māui are informed of any indigenous species management programmes, and will identify opportunities for involvement of Te Ātiawa o Te Waka-a-Māui.

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3.4 KAHUKIWI CREATED OVER FAREWELL SPIT NATURE RESERVE

Clause 5.14.1(d)

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

3.4: KAHUKIWI CREATED OVER FAREWELL SPIT NATURE RESERVE

1. DESCRIPTION OF AREA

- 1.1 Nelson Land District - Tasman District. 11423.4662 hectares, approximately, being Parts Section 3 Block III, Part Section 4 and Section 5 Block VIII Onetahua Survey District, and Crown land Onetahua Survey District. As shown on deed plan OTS-202-32.

2. PREAMBLE

- 2.1 Pursuant to section 57 of the draft settlement bill (clause 5.14.1(d) of the deed of settlement) the Crown acknowledges the statement by Te Ātiawa o Te Waka-a-Māui Trust of their cultural, spiritual, historic and/or traditional values relating to Farewell Spit Nature Reserve as set out below.

3. TE ĀTIAWA O TE WAKA-A-MĀUI VALUES

Kahukiwi concept derives from the traditional Te Ātiawa o Te Waka-a-Māui custom where Rangatira extend their mana over the whenua, taonga or tangata by placing their cloak over them.

- 3.1 Onetāhua is central to Te Ātiawa o Te Waka-a-Māui identity, our solidarity, our kaitiakitanga, our mana, our whakapapa, our history, our tikanga and kawa which include tapu and noa. Onetāhua symbolises the intense nature of the relationship Te Ātiawa o Te Waka-a-Māui has with the environment and mauri that is contained in all parts of the natural environment binding the spiritual and physical worlds. Te Ātiawa o Te Waka-a-Māui has a special relationship with Tangaroa and the coastal waters adjoining Onetāhua. This area has great spiritual significance as well as important practical values. Therefore any practices or activities that defile the mauri and the mana of the sea are seen as abhorrent.
- 3.2 Onetāhua is a significant natural resource that Te Ātiawa o Te Waka-a-Māui identifies and protects as a taonga for past, present and future generations. The use of natural resources is governed and regulated through cultural lore and traditions of tapu, rāhui and noa.
- 3.3 Onetāhua is the departing place o te wairua o ngā tangata o te Waipounamu. The departure point of the spirits of the dead is the promontory known as Te Reinga. Onetāhua has also been linked to Mauī Tikitiki-a-Taranga (Mauī) who cast his line from a headland near the southern end of Onetāhua to snare and battle with his giant fish. As kaitiaki and tangata whenua, Te Ātiawa o Te Waka-a-Māui maintain and protect these narratives.
- 3.4 Pounamu can be found in the bays and coves of Onetāhua and on the long western beach itself. This pounamu originates from the southwest Nelson and Westland watersheds, pushed north by the prevailing northerly along-shore currents. Pounamu is a taonga and an important item for trade and gifting.
- 3.5 Onetāhua is a major icon for Te Ātiawa o Te Waka-a-Māui. From the Spit, whānau can observe movements and signal across Te Tau Ihu. Our tūpuna were adept at the art of signalling, and made considerable use of signal fires. Traditionally, Te Ātiawa o Te Waka-a-Māui whānau valued Onetāhua for the variety of resources gathered there. Seasonal camps were frequently used to harvest shellfish, fish and bird life.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

3.4: KAHUKIWI CREATED OVER FAREWELL SPIT NATURE RESERVE

- 3.6 Onetāhua is also a burial ground and a resting place for whales that stranded and died there. Te Ātiawa o Te Waka-a-Māui has a long association with the whale which is considered a highly valued taonga. Traditionally every part of a whale was used.
- 3.7 At the base of the Spit there were plentiful numbers of seals to harvest and a number of small caves sheltered tūpuna as they cleaned and sewed up sealskins. Onetāhua also provides an ideal habitat for birdlife and is rich in bird species – some fly from as far as Siberia to feed from this prolific mahinga mātaimai. Traditionally, birds were harvested by tūpuna for a range of uses, including food and the use of their feathers for decorating garments.
- 3.8 Onetāhua is a strategic landform, a physical marker that is steeped in ancestral history. The mātauranga and wāhi tapu associated with Onetāhua are taonga themselves. Along with the traditions associated with Onetāhua, its resources have been integral to the expression of Te Ātiawa o Te Waka-a-Māui as kaitiaki. Our obligations as kaitiaki are passed down from our tūpuna requiring us to take care of places, natural resources and other taonga within our rohe. Occupation of the whenua by generations of Te Ātiawa o Te Waka-a-Māui has instilled connections and expressions of value into the whenua, space and resources. Kaitiakitanga places an obligation on the hapū and whānau who have an association with the whenua to look after and protect the physical and spiritual wellbeing of all treasured resources, places and sites of significance.
- 3.9 For Te Ātiawa o Te Waka-a-Māui, Onetāhua is an area of great cultural, spiritual, historic and traditional values, and represents the links between the cosmos, the gods and present generations. These histories reinforce our mana, our iwi identity, solidarity and continuity through the generations, and document the events that have shaped the environment of Onetāhua and Te Ātiawa o Te Waka-a-Māui as tangata whenua of Onetāhua.

4. PROTECTION PRINCIPLES

- 4.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Te Ātiawa o Te Waka-a-Māui values related to Farewell Spit Nature Reserve:
- (a) protection of wāhi tapu, indigenous flora and fauna and the wider environment of Farewell Spit Nature Reserve;
 - (b) recognition of Te Ātiawa o Te Waka-a-Māui mana, kaitiakitanga and tikanga within Farewell Spit Nature Reserve;
 - (c) respect for Te Ātiawa o Te Waka-a-Māui tikanga and kaitiakitanga within Farewell Spit Nature Reserve;
 - (d) encouragement of respect for the association of Te Ātiawa o Te Waka-a-Māui with Farewell Spit Nature Reserve;
 - (e) accurate portrayal of the association and kaitiakitanga relationship of Te Ātiawa o Te Waka-a-Māui with Farewell Spit Nature Reserve;
 - (f) recognition of the relationship of Te Ātiawa o Te Waka-a-Māui with the wāhi tapu and wāhi whakahirahira at Farewell Spit Nature Reserve; and

3.4: KAHUKIWI CREATED OVER FAREWELL SPIT NATURE RESERVE

- (g) recognition of the interest of Te Ātiawa o Te Waka-a-Māui actively protecting indigenous species within Farewell Spit Nature Reserve.

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

5.1 Pursuant to clause 5.14.7 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) Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about Te Ātiawa o Te Waka-a-Māui values, and will be encouraged to respect Te Ātiawa o Te Waka-a-Māui associations with Farewell Spit Nature Reserve;
- (b) Te Ātiawa o Te Waka-a-Māui association with Farewell Spit Nature Reserve will be accurately portrayed in all new Department of Conservation information and educational material;
- (c) Te Ātiawa o Te Waka-a-Māui will be consulted regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Te Ātiawa o Te Waka-a-Māui cultural information with the consent of Te Ātiawa;
- (d) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Te Ātiawa o Te Waka-a-Māui will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites;
- (e) any kōiwi or other taonga found or uncovered by the Department of Conservation will be left untouched and Te Ātiawa o Te Waka-a-Māui will be informed as soon as possible to enable Te Ātiawa o Te Waka-a-Māui iwi to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and
- (f) Department of Conservation will ensure that Te Ātiawa o Te Waka-a-Māui are informed of any indigenous species management programmes, and will identify opportunities for involvement of Te Ātiawa o Te Waka-a-Māui.

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**3.5 KAHUKIWI CREATED OVER THE HEAPHY TRACK
(NORTHERN PORTION)**

Clause 5.14.1(e)

3.5: KAHUKIWI CREATED OVER THE HEAPHY TRACK (NORTHERN PORTION)

1. DESCRIPTION OF AREA

- 1.1 Nelson Land District - Tasman District. Heaphy Track (Northern Portion) as shown on OTS-202-87.

2. PREAMBLE

- 2.1 Pursuant to section 57 of the draft settlement bill (clause 5.14.1(e) of the deed of settlement) the Crown acknowledges the statement by Te Ātiawa o Te Waka-a-Māui of their cultural, spiritual, historic and/or traditional values relating to the Heaphy Track as set out below.

3. TE ĀTIAWA O TE WAKA-A-MĀUI VALUES

The concept of Kahukiwi derives from the traditional Te Ātiawa o Te Waka-a-Māui custom where Rangatira extend their mana over whenua, taonga or tangata by placing their cloak over them.

- 3.1 This Kahukiwi outlines Te Ātiawa o Te Waka-a-Māui cultural, spiritual, historic and traditional values relating to the Heaphy Track. The Heaphy Track landscape features are of special importance and value to Te Ātiawa o Te Waka-a-Māui.
- 3.2 Te Ātiawa o Te Waka-a-Māui conquered territories of western Te Tau Ihu including the Heaphy Track, lands traverse by the Heaphy Track, the adjoining landscapes to the east (Boulder Lakes, Cobb River and Valleys etc), and the adjoining territories ranging westwards to the sea coast, accessed by an extensive network of established trails.
- 3.3 There were networks of side trails through the landscape linking those inland valleys to each other and to the coast. Te Ātiawa o Te Waka-a-Māui became familiar with these trails, some of which had been established for centuries, through our own explorations and/or through the guidance of others. The actual line of the Heaphy Track, as laid out today, was but one major route in a complexity of trails by which Te Ātiawa o Te Waka-a-Māui accessed far southern districts, ventured to the inland lakes, rivers and streams for seasonal harvests of birds and plants, and quarried minerals (kokowai, pounamu, flints etc), or accessed the coast for seafood. The complex trails including parts or all of the Heaphy Track continue to serve as access to and from southern districts.
- 3.4 For generations, Te Ātiawa o Te Waka-a-Māui, hapū and iwi travelled to central Westland seeking pounamu for tools, weapons and ornaments. Leaving their Te Tai Tapu kāinga, our tūpuna followed the trail over Goulard Downs from the Aorere to the Whakapoai (Heaphy River) where they had their settlement. Our tūpuna also travelled the treacherous coast north of the Heaphy River mouth risking wave-swept beaches and rounding huge bluffs using flax ladders.
- 3.5 The Heaphy Track starts in lowland forest, climbs through a variety of habitat to a sub-alpine plateau, and eventually finishes in coastal forest with the world's most southern palm trees fringing its beaches. Today, the mana, the arikitanga, the ahi kaa roa, and the kaitiaki responsibilities over the Heaphy Track by the whānaunga of Te Ātiawa o Te Waka-a-Māui, Ngāti Rārua and Ngāti Tama, is recognised and respected.
- 3.6 The Heaphy Track is an important natural resource that Te Ātiawa o Te Waka-a-Māui identifies and protects as a taonga (treasure) for current and future generations. The use of natural resources is governed and regulated through cultural lore and traditions of tapu, rāhui and noa (sanction).

3.5: KAHUKIWI CREATED OVER THE HEAPHY TRACK (NORTHERN PORTION)

- 3.7 The Heaphy Track represents the links between the cosmos, the gods and present generations. These histories and customs reinforce our mana, our tribal identity, solidarity and continuity through the generations, and document the events that have shaped the environment of the Heaphy Track and Te Ātiawa o Te Waka-a-Māui as an iwi.
- 3.8 Te Ātiawa o Te Waka-a-Māui have an obligation to future generations to protect and maintain our cultural heritage. It is the living relationships that give meaning and cultural value to a taonga, and enable the taonga to fulfil its function of reinforcing the identity and tikanga of Te Ātiawa o Te Waka-a-Māui and the Heaphy Track.

4. PROTECTION PRINCIPLES

- 4.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Te Ātiawa o Te Waka-a-Māui values related to the Heaphy Track (Northern Portion):
- (a) protection of wāhi tapu, indigenous flora and fauna and the wider environment of the Heaphy Track (Northern Portion);
 - (b) recognition of the distinct Te Ātiawa o Te Waka-a-Māui mana, kaitiakitanga and tikanga within the Heaphy Track (Northern Portion);
 - (c) respect for the distinct Te Ātiawa o Te Waka-a-Māui tikanga and kaitiakitanga within the Heaphy Track (Northern Portion);
 - (d) encouragement of recognition and respect for the particular association of Te Ātiawa o Te Waka-a-Māui with the Heaphy Track (Northern Portion);
 - (e) accurate portrayal of the separate and distinct associations and kaitiakitanga relationship of Te Ātiawa o Te Waka-a-Māui with the Heaphy Track (Northern Portion); and
 - (f) respect for and recognition of the distinct relationship of Te Ātiawa o Te Waka-a-Māui with the wāhi tapu and wāhi whakahirahira at Heaphy Track (Northern Portion).

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

- 5.1 Pursuant to clause 5.14.7 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) Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires and the public (including local landowners) will be provided with information about the separate and distinct values of Te Ātiawa o Te Waka-a-Māui related to the Heaphy Track (Northern Portion), and will be encouraged to respect the separate and distinct association of Te Ātiawa o Te Waka-a-Māui with the Heaphy Track (Northern Portion);

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

3.5: KAHUKIWI CREATED OVER THE HEAPHY TRACK (NORTHERN PORTION)

- (b) Te Ātiawa o Te Waka-a-Māui will be consulted regarding the provision of all new Department of Conservation public information or educational material related to the Heaphy Track (Northern Portion);
- (c) The separate and distinct association of Te Ātiawa o Te Waka-a-Māui with the Heaphy Track (Northern Portion) will be accurately portrayed in all new Department of Conservation information and educational material related to the Heaphy Track (Northern Portion); and
- (d) Any kōiwi (human remains) or other taonga found or uncovered by the Department of Conservation within the overlay classification area will be left untouched and Te Ātiawa o Te Waka-a-Māui informed as soon as possible to enable the Iwi/Hapū with a recognised relationship to the kōiwi or taonga to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law.

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4. PROTOCOLS

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4.1 CONSERVATION PROTOCOL

Clause 5.29.1

4.1: CONSERVATION PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE
MINISTER OF CONSERVATION REGARDING INTERACTION WITH
TE ĀTIAWA O TE WAKA-A-MĀUI ON SPECIFIED ISSUES**

Department of Conservation Protocol

1. Under the Deed of Settlement dated 21 December 2012 between **Te Ātiawa o Te Waka-a-Māui (Te Ātiawa)** and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Conservation (the "**Minister**") would issue a Protocol (the "**Protocol**") setting out how the Department of Conservation (the "**Department**") will consult with the **Te Ātiawa o Te Waka-a-Māui** [Trustees] (the "**Governance Entity**") on matters specified in the Protocol. These matters are:
 - (a) implementation and communication;
 - (b) business planning;
 - (c) Management Plans;
 - (d) cultural materials;
 - (e) taonga minerals and landforms;
 - (f) historic resources - wāhi tapu;
 - (g) species management;
 - (h) marine mammals;
 - (i) freshwater fisheries;
 - (j) marine reserves;
 - (k) pest control;
 - (l) Resource Management Act 1991;
 - (m) visitor and public information;
 - (n) concession applications;
 - (o) statutory land management; and
 - (p) consultation.
2. Both the Department and Te Ātiawa o Te Waka-a-Māui (Governance Entity) are committed to establishing and maintaining a positive and collaborative relationship that gives effect to the principles of the Treaty of Waitangi as provided for in section 4 of the Conservation Act 1987. Those principles provide the basis for an ongoing relationship between the parties to the Protocol to achieve and maintain over time the conservation policies, actions and outcomes sought by both the Governance Entity and the Department, as set out in this Protocol.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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4.1: CONSERVATION PROTOCOL

3. The purpose of the Conservation Act 1987 is to enable the Department “to manage for conservation purposes, all land, and all other natural and historic resources” under that Act and to administer the statutes in the First Schedule to the Act (together, the “**Conservation Legislation**”). The Minister and Director-General, or their delegates, are required to exercise particular functions, powers and duties under that legislation.
4. Te Ātiawa has great responsibilities to the lands, waters and all its resources. The landscape defines Te Ātiawa and our customary use of traditional resources is the context in which Te Ātiawa most often engage with the natural world thus providing for the transmission of intergenerational knowledge, the maintenance of identity and the manifestation of our custodial responsibilities.
5. Te Ātiawa o Te Waka-a-Māui is a primary tangata whenua within their rohe, and Te Ātiawa sees the environment as an ancestral landscape that encapsulates sites of significance. Te Ātiawa o Te Waka-a-Māui views the land and water as an indivisible whole. The land is connected to the water resources which flow in, on or under it, as is the water related to the land that surrounds it. Both the lands and waters are in turn connected to the people as the mana whenua in this rohe.
6. Te Ātiawa o Te Waka-a-Māui as a primary Tangata Whenua undertakes the responsibility as Kaitiaki under tikanga Māori to preserve, protect, and manage natural and historic resources with spiritually important dimensions within their rohe for future generations. The use of the lands, waters and associated resources is conducted under special codes in accordance with responsibilities as kaitiaki. These principles ensure the maintenance of these taonga, and the avoidance of overuse, greed and disrespect.

PURPOSE OF THE PROTOCOL

7. The purpose of this Protocol is to assist the Department and Te Ātiawa o Te Waka-a-Māui (the Governance Entity) to exercise their respective responsibilities with the utmost cooperation to achieve and maintain over time the conservation policies, actions and outcomes sought by both.
8. This Protocol sets out a framework that enables the Department and Te Ātiawa to establish a constructive and lasting working relationship that gives effect to section 4 of the Conservation Act. It provides for Te Ātiawa to have meaningful input into policy, planning and decision-making processes in the Department’s management of conservation lands and fulfilment of statutory responsibilities within the Te Ātiawa Protocol Area.
9. Te Ātiawa and the Department consider that this Protocol should contribute to achieving the following aspirations of Te Ātiawa:
 - (a) acknowledgment and recognition by the Department of the customary, traditional, spiritual and historical interests of Te Ātiawa within their Protocol Area;
 - (b) the development by Te Ātiawa of capacity and capability to exercise an effective kaitiaki role over and participate in the management of lands and resources of customary, traditional, spiritual and historical significance to Te Ātiawa; and

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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4.1: CONSERVATION PROTOCOL

- (c) acknowledgement and recognition of Te Ātiawa Kaitiakitanga which finds continuity in Maori kin based communities as it weaves together ancestral, environmental and social threads of identity, purpose and practice.

PROTOCOL AREA

10. The Protocol applies across the **Te Ātiawa o Te Waka-a-Māui** Protocol Area which means the area identified in the map included in Attachment A of this Protocol.

TERMS OF ISSUE

11. This Protocol is issued pursuant to section 32 of the [] Act [] (the "**Settlement Legislation**") and clause [] of the Deed of Settlement. The provisions of the Settlement Legislation and the Deed of Settlement specifying the terms on which this Protocol is issued are set out in Attachment B of the Protocol.

IMPLEMENTATION AND COMMUNICATION

12. The Department will seek to establish and maintain effective and efficient communication with Te Ātiawa on a continuing basis by:
- (a) maintaining information on the Governance Entity's office holders, and their addresses and contact details;
 - (b) providing a primary departmental contact for each Area Office for the Governance Entity who will act as a liaison person with other departmental staff;
 - (c) providing opportunities for the Governance Entity to meet with departmental managers and staff;
 - (d) training relevant staff and briefing Conservation Board members on the content of the Protocol; and
 - (e) holding alternate meetings hosted by the Department and a Te Ātiawa marae or other venue chosen by the Governance Entity to discuss issues that may have arisen every six months, unless otherwise agreed.
13. The parties may also:
- (a) annually review implementation of the Protocol; and
 - (b) led by the Governance Entity, arrange for an annual report back to the Te Ātiawa iwi and hapu of the Governance Entity in relation to any matter associated with the implementation of this Protocol.
14. The Department will where reasonably necessary inform conservation stakeholders about this Protocol and the Te Ātiawa o Te Waka-a-Māui settlement and provide ongoing information as required.
15. The Department will advise the Governance Entity of any departmental policy directions and the receipt of any research reports relating to matters of interest to Te Ātiawa within the Protocol Area, and provide copies or the opportunity for the Governance Entity to study those reports (subject to clause 80).

4.1: CONSERVATION PROTOCOL

BUSINESS PLANNING

16. The Department's annual business planning process determines the Department's conservation work priorities and the Department will as part of the annual business planning meeting with Te Ātiawa in clause 18(a) present a synopsis of the Department's proposed work programme and its implementation as it relates to the Protocol Area for Te Ātiawa's information and subsequent feedback.
17. Te Ātiawa o Te Waka-a-Māui seeks to pursue projects in the future that will enhance the rohe of Te Ātiawa and preserve the whenua and indigenous species for future generations.
18. The process for the Te Ātiawa o Te Waka-a-Māui to identify and/or develop specific projects for consideration by the Department is as follows:
 - (a) the Department and Te Ātiawa will on an annual basis identify priorities for undertaking specific projects requested by Te Ātiawa. The identified priorities for the upcoming business year will be taken forward by the Department into its business planning process and considered along with other priorities.
 - (b) 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 processes set out above.
 - (c) if the Department decides to proceed with a specific project request by Te Ātiawa, both parties may meet again to finalise a work plan and a timetable before implementation of the specific project in that business year, in accordance with the resources which have been allocated in the business plan.
 - (d) if the Department decides not to proceed with a specific project it will communicate to Te Ātiawa the factors that were taken into account in reaching that decision.
19. The Department will consider inviting Te Ātiawa to participate in specific projects, including the Department's volunteer and conservation events which may be of interest to Te Ātiawa.

MANAGEMENT PLANNING

20. The Department will provide opportunities for the Governance Entity to input into the Conservation Management Strategy reviews or Management Plans, if any, within the Protocol Area.
21. The Department will advise Te Ātiawa in the event that any vacancies occur on boards or committees within the Protocol Area where the Minister or Department is responsible for making appointments and where public nominations are sought; but this shall not preclude Te Ātiawa persons being appointed to fill those vacancies.

CULTURAL MATERIALS

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

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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4.1: CONSERVATION PROTOCOL

23. Current legislation means that generally some form of concession or permit is required for any gathering and possession of cultural materials.
24. In relation to cultural materials, the Minister and/or Director-General will:
- (a) work in collaborative partnership with the Governance Entity to develop and agree a process to authorise members of Te Ātiawa to access and use cultural materials within the Protocol Area when required for cultural purposes, in accordance with the relevant legislation. Where it is consistent with conservation objectives and relevant legislation, multi-site and/or multi-take authorisations may be granted;
 - (b) consult with Te Ātiawa in circumstances where there are competing requests between Te Ātiawa and Non Te Ātiawa persons or entities other than those of Te Ātiawa for the use of cultural materials, for example for scientific research purposes;
 - (c) agree, where appropriate and taking into consideration the interest of other representatives of tangata whenua, for Te Ātiawa to have access to cultural materials which become available as a result of departmental operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death or otherwise through natural causes;
 - (d) identify areas administered by the Department which may be suitable as sites where revegetation planting of indigenous plants suitable for cultural use and establishment of pa harakeke may be appropriate; and
 - (e) provide, as far as reasonably practicable, advice to Te Ātiawa for the management and propagation of plant stock for propagation to reduce the need for plants to be gathered from land administered by the Department and to provide advice to Te Ātiawa in the establishment of its own cultivation areas.
25. Where long lived indigenous trees may become available for cultural use under clause 24(c), the Department will as soon as practicable notify Te Ātiawa and discuss:
- (a) possible cultural uses for any useable timber;
 - (b) the practicality and cost of recovering any timber;
 - (c) who will bear the cost of recovering the timber; and
 - (d) the possibility of planting replacement endemic tree species.
26. The Department and Te Ātiawa shall discuss the development of procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation and appropriate tikanga.

TAONGA MINERALS AND LANDFORMS

27. Te Ātiawa asserts it has an interest in upholding and protecting the mana and mauri of taonga minerals and limestone karst and cave landforms within its rohe.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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4.1: CONSERVATION PROTOCOL

28. In recognition of Te Ātiawa's association with its taonga minerals within its rohe the Department will inform Te Ātiawa of any plans or policy statements on which the Department will be actively working that directly affects those minerals and limestone karst and cave landforms.

HISTORIC RESOURCES - WĀHI TAPU

29. Te Ātiawa asserts it has kaitiaki responsibilities to the lands, waters and associated resources, particularly over the listed important sites in Appendix B, which Te Ātiawa are culturally accountable as traditional custodians.
30. Te Ātiawa consider that their wāhi tapu and other places of cultural heritage significance are taonga (priceless treasures), and the Department will respect the great significance of these taonga by fulfilling the obligations contained in this clause of the Protocol.
31. As referred to in clause 5.29 of the Deed of Settlement, places that are sacred or significant to Te Ātiawa o Te Waka-a-Māui within Te Tai Tapu, include, but are not limited to, those places listed in Appendix C.
32. The Department has a statutory role to conserve historic resources in protected areas and will, within the resources available, endeavour to do this for sites of significance to Te Ātiawa in association with the Governance Entity and according to Te Ātiawa tikanga.
33. The Department accepts that non-disclosure of locations of places and other places known to Te Ātiawa may be an option that the Governance Entity chooses to take to preserve the wāhi tapu nature of places. There may be situations where the Governance Entity will ask the Department to treat information it provides on wāhi tapu sites in a confidential way.
34. The Department and the Governance Entity will work together to establish processes for dealing with information on wāhi tapu sites in a way that recognises both the management challenges that confidentiality can present and provides for the requirements of Te Ātiawa.
35. The Department will work with the Governance Entity at the Area Office level to respect Te Ātiawa values attached to identified wāhi tapu and other places of significance on lands administered by the Department by:
- (a) discussing with the Governance Entity, by the end of the second year of this Protocol being issued and on a continuing basis, practical ways in which Te Ātiawa can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the Protocol Area;
 - (b) managing sites of historic significance to Te Ātiawa according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993, and in co-operation with Te Ātiawa;
 - (c) informing the Governance Entity if koiwi are found within the Protocol Area and;

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- (d) assisting in recording and protecting wāhi tapu and other places of cultural significance to Te Ātiawa where appropriate, to seek to ensure that they are not desecrated or damaged.

SPECIES MANAGEMENT

36. One of the Department's primary objectives is to ensure the survival of indigenous species and their genetic diversity. An important part of this work is to prioritise recovery actions in relation to the degree of threat to a species. The Department prioritises recovery actions at both a national and local level.
37. In recognition of the cultural, spiritual, historical and/or traditional association of the governance entity with species found within the Protocol Area for which the Department has responsibility, the Department shall in relation to any species that Te Ātiawa may identify as important to them (including, but not limited to, the Fluttering and Sooty Shearwater (Titi), the Duvaucel's and Common Gecko on The Brothers and Powelliphanta snails, godwits, King Shag and banded dotterel (tuturiwhatu) throughout the Protocol Area).
- (a) where a national recovery programme is being implemented (including translocations) within the Protocol Area, where reasonably practicable, inform and provide opportunities for Te Ātiawa to participate in that programme;
- (b) advise Te Ātiawa in advance of any Conservation Management Strategy amendments or reviews or the preparation of any statutory or non-statutory plans, policies or documents that relate to the management of those species within the Protocol Area;
- (c) where research and monitoring projects are being carried out by the Department within the Protocol Area, where reasonably practicable, provide Te Ātiawa with opportunities to participate in those projects; and
- (d) advise Te Ātiawa of the receipt of any completed research reports relating to any species within the Protocol Area and provide copies of such report to Te Ātiawa.

MARINE MAMMALS - STRANDINGS

38. Ngāti Kōata has a tikanga responsibility in relation to the preservation, protection and disposal of marine mammals within the Protocol Area to ensure cultural protocols are observed in the interaction with and handling of these mammals.
39. The Department's approach to strandings must be consistent with the Marine Mammals Protection Act 1978 and the Marine Mammals Regulations 1992, and is guided by the Marine Mammal Action Plan and, at a Conservancy level, Marine Mammal Stranding Contingency Plans.
40. The Protocol will assist Te Ātiawa and the Department to co-operate in managing strandings in the core area of interest.
41. The Protocol also aims at assisting the conservation of cetacean species by contribution to the collection of specimens and scientific data of national and international importance while meeting the cultural interests of Te Ātiawa, such as the

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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4.1: CONSERVATION PROTOCOL

- recovery by Te Ātiawa of bone (including teeth and/or baleen) and other material for cultural purposes from dead marine mammals.
42. There may be circumstances during a stranding in which euthanasia is required, for example if the animal is obviously distressed or refloating has been unsuccessful and live animals have irretrievably stranded.
43. Before euthanasia is carried out, Te Ātiawa representatives may wish to perform certain rituals. For this reason, it is important that all reasonable efforts are made to inform Te Ātiawa well in advance of any decision to euthanise. However, in the interests of humane treatment of the marine mammals, if Te Ātiawa representatives are not present at the time, a decision to euthanise, is the sole responsibility of an officer or person authorised by the Minister of Conservation.
44. Upon the death of a stranded marine mammal, Te Ātiawa, with the advice of an officer or person authorised by the Minister of Conservation will assess the following:
- (a) cultural requirements, such as parts to be retained;
 - (b) scientific requirements such as, identification, sampling or autopsy in accordance with clauses 47 and 48, and Schedule 1; and
 - (c) the degree and nature of work required to recover the above, and who will undertake it.
45. Both Te Ātiawa and the Department accept responsibility for working together to ensure that the entire stranding management process, including the safe and proper disposal of cadaver and clean-up of the beach after the stranding meets all public health and safety standards and quality conservation management guidelines. However, legislative responsibility rests with authorised officers or persons.
46. Both the Department and Te Ātiawa acknowledge the scientific importance of information gathered at strandings and the role of the Department in assisting the conservation of marine mammal species by contributing to the collection of specimens and scientific data of national and international importance. Decisions concerning the exact nature of the scientific samples required and the subsequent disposal of any dead animals, including their availability to Te Ātiawa, will depend on the species.
47. Category 1 Species (see Schedule 1) are known to strand most frequently on New Zealand shores. In principle these species should be available to Te Ātiawa for the recovery of teeth, bone and baleen once scientific data and samples have been collected (usually on site). If there are reasons why this principle should not be followed, they must be discussed between the parties to the Protocol.
48. Category 2 Species (see Schedule 1) are either not commonly encountered in New Zealand waters, or may frequently strand here but are rare elsewhere in the world. For these reasons their scientific value has a higher priority. In most instances, possession by Te Ātiawa of materials from category 2 species will follow an autopsy, which may occur on site. Depending on the species involved the autopsy team may request the removal of all or part of the animal for the purpose of an autopsy or for the retention of the skull or animal. The Department must discuss such requests with and seek the support of Te Ātiawa first.

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4.1: CONSERVATION PROTOCOL

49. The Department will endeavour to ensure that any decision on an application for marine mammal material (such as the retention by the autopsy team or Te Papa/Museum of New Zealand of parts or whole animals) from the Protocol Area will be made with the support of Te Ātiawa.
50. The Minister, in approving the provision of any marine mammal from the Protocol Area to Te Papa/Museum of New Zealand or the New Zealand Wildlife Health Centre (Massey University), makes the provision on the condition that if those agencies no longer require that marine mammal (at some future date) the skeletal remains will be returned to Te Ātiawa.
51. If Te Ātiawa does not wish to recover the bone or otherwise participate the Governance Entity will notify the Department whereupon the Department will take sole responsibility for disposing of the cadaver.
52. Subject to the prior agreement of the Conservator, where disposal of a dead marine mammal is carried out by Te Ātiawa, the Department will meet the reasonable costs incurred up to the estimated costs that would otherwise have been incurred by the Department to carry out the disposal.
53. Te Ātiawa will provide the Department with contact information for authorised key contact people who will be available at short notice to make decisions on the desire of Te Ātiawa to be involved when there is a marine mammal stranding.
54. The Department will:
 - (a) make all reasonable efforts to promptly notify the key contact people of all stranding events;
 - (b) discuss, as part of the disposal process, burial sites and, where practical, agree sites in advance which are to be used for disposing of carcasses in order to meet all the health and safety requirements and to avoid the possible violation of Te Ātiawa tikanga; and
 - (c) consult with Te Ātiawa if developing or contributing to research and monitoring of marine mammal populations within the Protocol Area.
55. Te Ātiawa will promptly notify the Department's Area Office contact person of any stranding event.
56. In areas of overlapping interest, Te Ātiawa will work with the relevant iwi and the Department to agree on a process to be followed when managing marine mammal strandings.

FRESHWATER FISHERIES

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

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4.1: CONSERVATION PROTOCOL

58. The Department shall consult with Te Ātiawa and provide for its participation where reasonably practicable in the conservation and management (including research) of customary freshwater fisheries (in particular fresh water mussels, whitebait, koura and eels) and freshwater fish habitats.
59. The Department shall work at Area Office level (or where appropriate, at Conservancy level) to provide for the active participation of the Te Ātiawa 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, such as proposals for taiapure and mataitai under Fisheries legislation, and areas consistent with clause 66 (a) of this Protocol focusing on fish passage, minimum flows, protection and enhancement of riparian vegetation and habitats, water quality improvement and in the restoration, rehabilitation or enhancement of customary freshwater fisheries and their freshwater habitats;
 - (b) consulting with Te Ātiawa in developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements;
 - (c) considering Te Ātiawa as a possible science provider or collaborator for research projects funded or promoted by the Department in the same manner as other potential providers or collaborators; and
 - (d) processing applications for the transfer and release of freshwater fish species, including eels, according to the criteria outlined in section 26ZM of the Conservation Act 1987.

MARINE RESERVES

60. Marine Reserves are managed under the Marine Reserves Act 1971. The purpose of the Marine Reserves Act is to preserve for scientific study areas of New Zealand's territorial sea that contain underwater scenery, natural features or marine life of such distinctive quality, or which are so typical or beautiful or unique that their continued preservation is in the national interest.
61. Within the Protocol Area, the Department will work at both the Conservancy and Area Office level to:
- (a) notify Te Ātiawa prior to undertaking any investigative work towards an application by the Department, or upon receipt of any application by a third party, for the establishment of a marine reserve;
 - (b) provide Te Ātiawa with any assistance it may request from the Department in the preparation of an application for the establishment of a marine reserve;
 - (c) provide Te Ātiawa with all information, to the extent reasonably practicable, regarding any application by either the Department or a third party for the establishment of a marine reserve;

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- (d) seek input from Te Ātiawa on any application for a marine reserve within the Protocol Area and use reasonable efforts to address any concerns expressed by Te Ātiawa;
- (e) involve Te Ātiawa in any marine protection planning forums affecting the Protocol Area; and
- (f) involve Te Ātiawa in the management of any marine reserve created.

PEST CONTROL

- 62. A key objective and function of the Department is to prevent, manage and control threats to natural, historic and cultural heritage values from animal and weed pests.
- 63. This is to be done in a way that maximises the value from limited resources available to do this work. The Department will:
 - (a) seek and facilitate early consultation with the Governance Entity on pest control activities within the Protocol Area, particularly in relation to the use of poisons;
 - (b) provide the Governance Entity with reasonable opportunities to review and assess programmes and outcomes; and
 - (c) where appropriate, consider co-ordinating its pest control programmes with those of the Governance Entity when the Governance Entity is an adjoining landowner.

RESOURCE MANAGEMENT ACT 1991

- 64. Te Ātiawa and the Department both have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.
- 65. From time to time, the Governance Entity and the Department will seek to identify issues of likely mutual interest for discussion. It is recognised that the Department and the Governance Entity will continue to make separate submissions in any Resource Management Act processes.
- 66. In carrying out advocacy under the Resource Management Act 1991, the Department will:
 - (a) discuss with the Governance Entity the general approach that may be taken by Te Ātiawa and the Department in respect of advocacy under the Resource Management Act, and seek to identify their respective priorities and issues of mutual concern;
 - (b) have regard to the priorities and issues of mutual concern identified when the Department makes decisions in respect of advocacy under the Resource Management Act; and
 - (c) Make non-confidential resource information available to the Governance Entity to assist in improving their effectiveness in resource management advocacy work.

4.1: CONSERVATION PROTOCOL

VISITOR AND PUBLIC INFORMATION

67. 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.
68. In providing public information, interpretation services and facilities for visitors on the land it manages, the Department acknowledges the importance to Te Ātiawa of their cultural, traditional and historic values, and the association of Te Ātiawa with the land the Department administers within the Protocol Area.
69. The Department will work with the Governance Entity at the Area Office level to encourage respect for Te Ātiawa cultural heritage values by:
- (a) seeking to raise public awareness of any positive conservation partnerships between the Governance Entity, the Department and other stakeholders, for example, by way of publications, presentations, and seminars;
 - (b) ensuring that information contained in the Department's publications is accurate and appropriate by:
 - (i) obtaining the consent of the Governance Entity for disclosure of information from it, and
 - (ii) consulting with the Governance Entity prior to the use of information about Te Ātiawa values for new interpretation panels, signs and visitor publications.

CONCESSION APPLICATIONS

70. For the purpose of the protocol Te Ātiawa has identified that concessions and access arrangements for exploration or mining of its taonga minerals on land administered by the Department (to the extent that the Department or Minister has authority to enter into such arrangements) as a category of concession that paragraph 72 will apply to.
71. By the end of the second year of this Protocol being issued and on a continuing basis, the Department will work with the Governance Entity to identify other categories of concessions that may impact on the cultural, spiritual or historic values of Te Ātiawa.
72. In relation to the concession applications within the categories identified by the Department and Governance Entity under clause 70 and 71, the Minister will:
- (a) encourage applicants to consult with Te Ātiawa in the first instance;
 - (b) consult with the Governance Entity with regard to any applications or renewals of applications within the Protocol Area, and seek the input of the Governance Entity by:
 - (i) providing for the Governance Entity to indicate within 2 working days whether an applications for a One Off Concession has any impacts on Te Ātiawa cultural, spiritual and historic values; and

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4.1: CONSERVATION PROTOCOL

- (ii) providing for the Governance Entity to indicate within ten working days whether other applications have any impacts on Te Ātiawa cultural, spiritual and historic values; and
- (iii) if the Governance Entity indicates that an application has any such impacts, allowing a reasonable specified timeframe (of at least a further ten working days) for comment;
- (c) when a concession is publicly notified, the Department will at the same time provide separate written notification to the Governance Entity;
- (d) prior to issuing concessions to carry out activities on land managed by the Department within the Protocol Area, and following consultation with the Governance Entity, the Minister will advise the concessionaire of Te Ātiawa tikanga and values and encourage communication between the concessionaire and the Governance Entity if appropriate; and
- (e) ensure when issuing and renewing concessions that give authority for other parties to manage land administered by the Department, that those parties:
 - (i) be required to manage the land according to the standards of conservation practice mentioned in clause 35(b); and
 - (ii) be encouraged to consult with the Governance Entity before using cultural information of Te Ātiawa.

STATUTORY LAND MANAGEMENT

- 73. From time to time, the Minister may consider vesting a reserve in an appropriate entity; or appoint an appropriate entity to control and manage a reserve. Such vestings or appointments are subject to the test under the Reserves Act 1977 which is 'for the better carrying out of the purposes of the reserve'. When such an appointment or vesting is contemplated for sites in the Protocol Area, the Department will consult with Te Ātiawa at an early stage on their views on the proposed vesting or appointment.
- 74. The Department will consult, at an early stage, with Te Ātiawa when considering the classification, or change in classification, of a reserve within the Protocol Area.
- 75. If the Department is considering entering into a management agreement, other than a vesting or control and management appointment, with any entity in respect of any land that is the subject of a Statutory Acknowledgment or Deed of Recognition within the Protocol Area, it will consult at an early stage with Te Ātiawa about the proposed management arrangement and whether the arrangement should be subject to any conditions.

CONSULTATION

- 76. Where the Department is required to consult under this Protocol, the basic principles that will be followed by the Department in consulting with the Governance Entity in each case are:
 - (a) ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Department of the proposal or issues to be the subject of the consultation;

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- (b) providing the Governance Entity with sufficient information to make informed discussions and submissions in relation to any of the matters that are subject of the consultation;
 - (c) ensuring that sufficient time is given for the effective participation of the Governance Entity, including the preparation of submissions by the Governance Entity, in relation to any of the matters that are the subject of the consultation;
 - (d) ensuring that the Department will approach the consultation with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the consultation.
77. Where the Department has consulted with the Governance Entity as specified in clause 76, the Department will report back to the Governance Entity on the decision made as a result of any such consultation.
78. When the Department requests cultural and/or spiritual practices to be undertaken by Te Ātiawa within the Protocol Area the Department will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices, but will not otherwise pay for consultation required or anticipated under this Protocol.

DEFINITIONS

79. In this Protocol:

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

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

Crown means 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;

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

Governance Entity has the meaning given to it in the Deed of Settlement and, where appropriate, means the trustees for the time being of the Te Ātiawa o Te Waka-a-Māui Trust;

Te Ātiawa has the meaning set out in clause 8.9.1 of the Deed of Settlement;

Kaitiaki means environmental guardians and cultural custodians;

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

- (a) does not require a lease or licence; and

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

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

(**Tikanga Māori** refers to Te Atiawa customary practice.

PROVISION OF INFORMATION

80. Where the Department is to provide information to the Governance Entity under this Protocol, this information will be provided subject to the Official Information Act 1981.

4.1: CONSERVATION PROTOCOL

Appendix A

Fresh Water Bodies of Significance

- Waikawa Stream
- Waitohi River
- Tuamarina River and its tributaries
- Buller River
- Lake Rotoiti
- Lake Rotoroa
- Lake Chalice
- Lake Stanley
- Lake Sylvester
- Lake Lindsay
- Kōkopu Creek
- Webb Stream
- Diamond Lakes
- Te Hoiere / Pelorus River
- Cobb River
- Maitai River (Mahitahi River)
- Motupiko River
- Motueka River
- Anatoki River
- Marahau River
- Otuwhero River
- Waimea River
- Riuwaka River
- Awaroa River
- Turimawiwi River
- Kahurangi River
- Anatori River
- Aorere River
- Tākaka River
- Heaphy River
- Wai-iti River
- Whangapeka River
- Dart River
- Pearse River
- Pokororo River
- Brown River

4.1: CONSERVATION PROTOCOL

Appendix B

Wāhi Tapu Places

- Arapaoa Island
- Queen Charlotte Sound
- Ship Cove
- Matapara / Pickersgill Island
- Awaroa
- Adele Island
- Fisherman Island
- Pariwhakaoho
- Tata Islands
- Gouland Downs
- Motupipi
- Otuwhero Inlet
- Marahau
- The Brothers
- Te Ope-a-Kupe (Anamāhanga / Port Gore)
- Puhikereru Maunga / Mount Furneaux (Anamāhanga / Port Gore)
- Titi Island Nature Reserve
- Nelson Boulder Bank
- Kaiteriteri
- Te Matau (Separation Point)
- Te Tai Tapu
- Riuwaka source
- Te Pukatea (Abel Tasman)
- Wairima (Bark Bay)
- Wainui
- Onetahua
- Tonga Island
- Tapu Bay
- Mt Arthur
- Torrent Bay
- Shag Harbour
- Brown Hutt Flat

4.1: CONSERVATION PROTOCOL

Appendix C

Te Tai Tapu: Wāhi Tapu Sites

1. Big River, Anaweka, Turimawivi and Anatori River mouth areas (all proximate to papakainga areas, burial caves Anatori)
2. Knuckle Hill summits (maunga, guardian of Whanganui Inlet)
3. Mt Stevens summit(highest peak, Taonga Tuku Ihi o Te Ao Turoa)
4. Lake Otuhie (mahinga kai, burial caves nearby)
5. Peninsula and islands at south west end of Whanganui inlet (papakainga, mahinga kai, waahiu taonga)
6. Brown River added along with the area by the Brown Hut as a papakainga
7. Turimawivi the 2 miles stretch which was the pa site of Te Ātiawa whānau & reports of finds in sand dunes- m25-99
8. Perry Saddle - pahi site
9. The Gorge of Cave Brook - special watering area
10. Kahurangi Point - Ovens/Flakes/Middens - pahi site
11. Te Hapū - occupation site / middens - m25 - 105
12. Whakapou / Heaphy river - pahi site
13. Awa Ruatoha - mahinga kai and pahi
14. Rakopi - pahi
15. Te Rae - papakainga
16. Kaituna river - mahinga kai
17. Anaweka - occupation site
18. Paturau - occupation
19. Maungarakau - occupation
20. on the true right at the mouth of the Turamawivi River
21. burial at Lake Otuhie
22. The clusters of sites at Toiere and Rakopi, and neighbouring bays around the Inlet testify to the significance of these localities as does the retention in Maori ownership of the Occupation Reserves there.
23. The cave/rock shelters and associated middens just south of Sandhills Creek, especially M25-109 containing matting, kokowai, and bird, dog and rat bones

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24. The cluster of ancient sites (middens, ovens, pits, terraces) associated with Wharariki.
25. The area known as Te Tai Tapu Block, is bounded on west coast between southern side of entrance of West Whanganui Inlet and Kahurangi Point; thence inland to the ridge of the Wakamarama Range;
 - a. eastern boundary follows the Wakamarama Range north to Knuckle Hill; thence to entrance of West Whanganui Inlet, is extremely important to Te Atiawa.
 - b. Turamawiri: Valley and River in southern Te Tai Tapu block.
 - c. Anaweka: River and locality in southern Te Tai Tapu block.
 - d. Kohaihai: River and valley north of Karamea, Buller; beginning of Heaphy Track.
 - e. Raukawa: Raukawa Stream is near Anaweka River in southern Te Tai Tapu block.
 - f. Toiere Reserve (a.k.a. Tuara) of 200 acres was set aside at Kaihoka, on the western side of West Whanganui Inlet, spanning the tongue of land on the northern side of the Inlet and the open sea.

4.1: CONSERVATION PROTOCOL

Schedule 1

**Marine Mammals - Categories of species for
purpose of scientific samples and autopsy**

Category 1 species are:

Common dolphins (*Delphinus delphis*)
Long-finned pilot whales (*Globicephala melas*)
Sperm whales (*Physeter macrocephalus*).

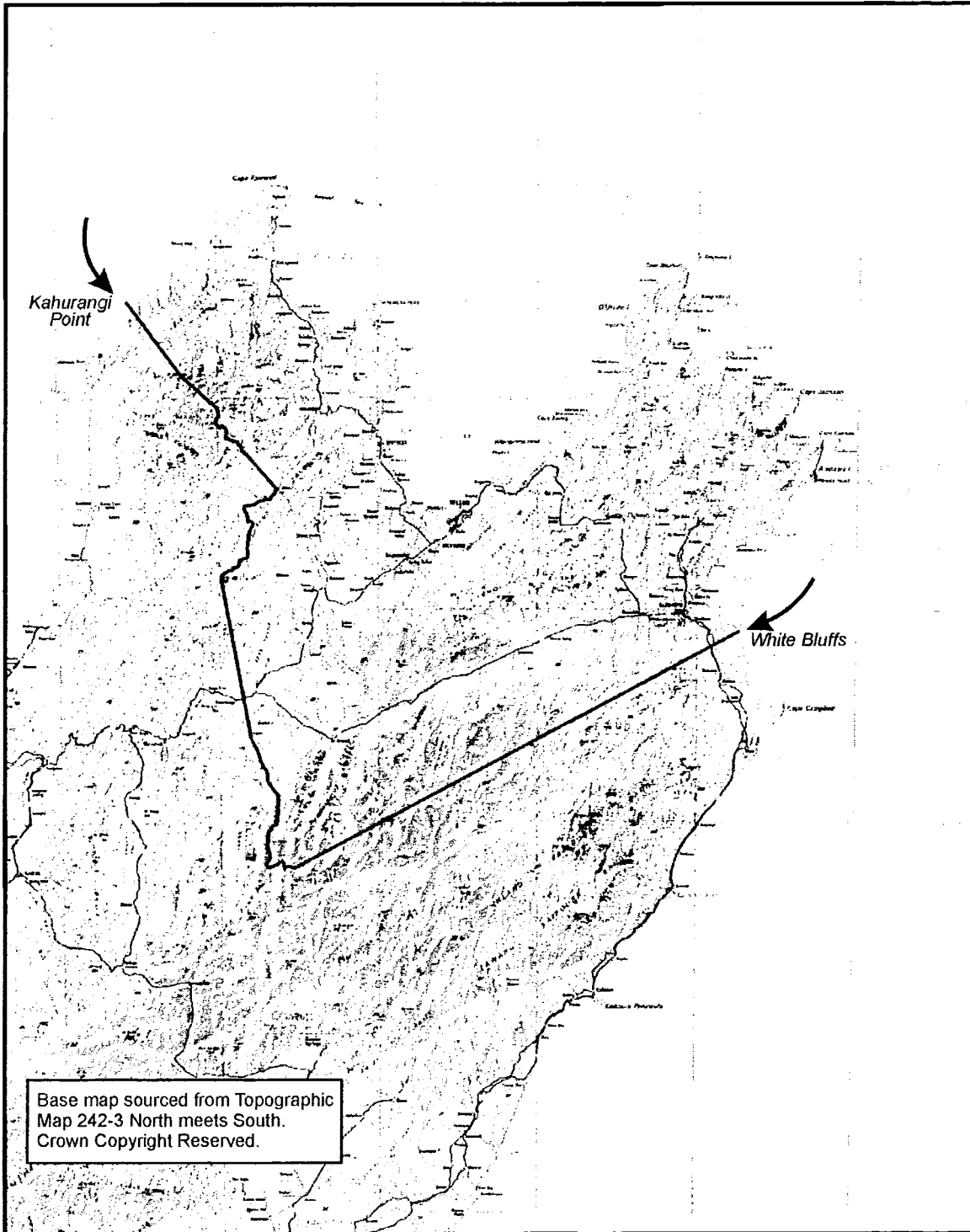
Category 2 species are:

All baleen whales
(Short-finned pilot whale (*Globicephala macrorhynchus*)
Beaked whales (all species, family Ziphiidae)
Pygmy sperm whale (*Kogia breviceps*)
Dwarf sperm whale (*Kogia simus*)
Bottlenose dolphin (*Tursiops truncatus*)
Maui's dolphin (*Cephalorhynchus hectori maui*) (North island)
Hector's dolphin (*Cephalorhynchus hectori hectori*) (South Island)
Dusky dolphin (*Lagenorhynchus obscurus*)
Risso's dolphin (*Grampus griseus*)
Spotted dolphin (*Stenella attenuata*)
Striped dolphin (*Stenella coeruleoalba*)
Rough-toothed dolphin (*Steno bredanensis*)
(Southern right whale dolphin (*Lissodelphis peronii*)
Spectacled porpoise (*Australophocoena dioptrica*)
Melon-headed whale (*Peponocephala electra*)
Pygmy killer whale (*Feresa attenuata*)
False killer whale (*Pseudorca crassidens*)
Killer whale (*Orcinus orca*)
Any other species of cetacean previously unknown or rarely strand in New Zealand waters.

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ATTACHMENT A
CONSERVATION PROTOCOL AREA



4.1: CONSERVATION PROTOCOL

ATTACHMENT B

SUMMARY OF THE TERMS OF ISSUE

This protocol is subject to the deed of settlement and the settlement legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

1.1 The Minister may amend or cancel this protocol, but only after consulting with the Te Ātiawa o Te Waka-a-Māui trustees and having particular regard to its views (*section 32*).

2. Noting

2.1 A summary of the terms of this protocol must be noted in the conservation documents affecting the protocol area, but the noting:

2.1.1 is for the purpose of public notice; and

2.1.2 does not amend the conservation documents for the purposes of the Conservation Act 1987 or the National Parks Act 1980 (*section 36*).

3. Limits

3.1 This protocol does not:

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

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a protocol to, or interacting or consulting with, anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tangata whenua (*section 33*); or

2.1.2 restrict the responsibilities of the Minister or the department or the legal rights of Te Ātiawa o Te Waka-a-Māui (*section 33*); or

2.1.3 grant, create, or evidence an estate or interest in, or rights relating to:

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

(b) flora or fauna managed or administered under the conservation legislation (*section 35*).

4. Breach

4.1 Subject to the Crown Proceedings Act 1950, the Te Ātiawa o Te Waka-a-Māui Trust may enforce this protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (*section 34*).

4.2 A breach of this protocol is not a breach of the deed of settlement (*clause 5.33*).

4.2 FISHERIES PROTOCOL

Clause 5.29.2

4.2: FISHERIES PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF FISHERIES
AND AQUACULTURE REGARDING INTERACTION WITH
TE ĀTIAWA O TE WAKA A MAUI ON FISHERIES ISSUES**

1 INTRODUCTION

- 1.1 The Crown, through the Minister for Primary Industries (the “**Minister**”) and Director-General of the Ministry for Primary Industries (the “**Director-General**”), recognises that Te Ātiawa o Te Waka-a-Māui as tangata whenua are entitled to have input and participation in fisheries planning processes that affect fish stocks in the Te Ātiawa o Te Waka-a-Māui Fisheries Protocol Area (the “**Fisheries Protocol Area**”) and that are managed by the Ministry for Primary Industries (the “**Ministry**”) under the Fisheries Act 1996. Te Ātiawa o Te Waka-a-Māui have a special relationship with all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area, and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.
- 1.2 Under the Deed of Settlement dated 21 December 2012 between Te Ātiawa o Te Waka-a-Māui and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister would issue a Fisheries Protocol (the “**Protocol**”) setting out how the Ministry will interact with Te Ātiawa o Te Waka-a-Māui trustees in relation to matters specified in the Protocol. These matters are:
- 1.2.1 recognition of the interests of Te Ātiawa o Te Waka-a-Māui in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area that are subject to the Fisheries Act 1996;
 - 1.2.2 input into and participation in the Ministry’s fisheries plans;
 - 1.2.3 iwi fisheries plan;
 - 1.2.4 participation in iwi fisheries forums;
 - 1.2.5 customary non-commercial fisheries management;
 - 1.2.6 contracting for services;
 - 1.2.7 employment of Ministry staff with customary non-commercial fisheries responsibilities;
 - 1.2.8 information exchange;
 - 1.2.9 rāhui; and
 - 1.2.10 changes to policy and legislation affecting this Protocol.
- 1.3 For the purposes of this Fisheries Protocol, the Te Ātiawa o Te Waka-a-Māui Trust is the body representative of the whānau, hapū and iwi of Te Ātiawa o Te Waka-a-Māui who have an interest in the sustainable utilisation of fish, aquatic life and seaweed that live within the Fisheries Protocol Area. Te Ātiawa o Te Waka-a-Māui hold traditional and customary rights over fisheries in the Fisheries Protocol Area. Te Ātiawa o Te Waka-a-Māui have a responsibility in relation to the preservation, protection and management of their customary non-commercial fisheries within the Fisheries Protocol Area. The Te Ātiawa o Te Waka-a-Māui trustees also have an interest in the sustainable utilisation (including customary, commercial and recreational activities) of fish, aquatic life and

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4.2: FISHERIES PROTOCOL

seaweed that exist within the Fisheries Protocol Area. This is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

- 1.4 The obligations of the Ministry in respect of fisheries are to ensure sustainability, to meet Te Tiriti o Waitangi/Treaty of Waitangi and international obligations, to enable efficient resource use, and to ensure the integrity of fisheries management systems.
- 1.5 The Ministry and Te Ātiawa o Te Waka-a-Māui are seeking a relationship consistent with Te Tiriti o Waitangi/Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/Treaty of Waitangi provide the basis for the relationship between the parties to this Fisheries Protocol. The relationship created by this Fisheries Protocol is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve over time the outcomes sought by both.
- 1.6 The Minister and the Director-General have certain functions, powers and duties in terms of the **Fisheries Legislation**. With the intention of creating a relationship that achieves, over time, the fisheries policies and outcomes sought by both Te Ātiawa o Te Waka-a-Māui and the Ministry consistent with the Ministry's obligations as set out in clause 1.4, this Protocol sets out how the Minister, the Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in this Protocol. In accordance with this Protocol, the Te Ātiawa o Te Waka-a-Māui trustees will have the opportunity for meaningful input into the policy and planning processes relating to the matters set out in this Protocol.
- 1.7 The Ministry will advise the Te Ātiawa o Te Waka-a-Māui trustees whenever it proposes to consult with Te Ātiawa o Te Waka-a-Māui or with another iwi or hapū with interests inside the Fisheries Protocol Area on matters that could affect the interests of Te Ātiawa o Te Waka-a-Māui.

2 TE ĀTIAWA O TE WAKA-A-MĀUI FISHERIES PROTOCOL AREA

- 2.1 This Fisheries Protocol applies across the Te Ātiawa o Te Waka-a-Māui Fisheries Protocol Area which means the area identified in the map included as Attachment A of this Protocol, together with the adjacent waters.

3 SUMMARY OF THE TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section 32 of the [*insert the name of the Settlement Legislation*] (the "**Settlement Legislation**") that implements clause [*insert clause number*] of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the summary of the terms of issue set out in Attachment B.

4 IMPLEMENTATION AND COMMUNICATION

- 4.1 The Ministry will meet with the Te Ātiawa o Te Waka-a-Māui trustees within three months of the Minister issuing this Protocol, to commence the development of a strategy to implement this Fisheries Protocol. The strategy may include:
 - 4.1.1 any matters raised in this Protocol;

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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4.2: FISHERIES PROTOCOL

- 4.1.2 reporting processes to be put in place, including an annual report to be provided by the Ministry to the Te Ātiawa o Te Waka-a-Māui trustees;
 - 4.1.3 the development of an implementation plan that sets out the Ministry's obligations to the Te Ātiawa o Te Waka-a-Māui trustees arising from this Protocol. The implementation plan would identify the relevant Ministry business group responsible for delivering each obligation, and any agreed actions and timeframes; and
 - 4.1.4 meetings between the Te Ātiawa o Te Waka-a-Māui trustees and the Ministry to review the operation of the Protocol, when required (as agreed in the implementation plan).
- 4.2 The implementation strategy described in clause 4.1 of this Protocol will have effect from the date specified in the strategy.
- 4.3 The Ministry will establish and maintain effective consultation processes and communication networks with the Te Ātiawa o Te Waka-a-Māui trustees by:
- 4.3.1 maintaining, at national and regional levels, information provided by the Te Ātiawa o Te Waka-a-Māui trustees on the office holders of the Te Ātiawa o Te Waka-a-Māui Trust, addresses and contact details;
 - 4.3.2 providing reasonable opportunities for the Te Ātiawa o Te Waka-a-Māui trustees to meet with, Ministry managers and staff (as might be agreed in the implementation plan); and
 - 4.3.3 providing reasonable opportunities for the Te Ātiawa o Te Waka-a-Māui trustees to participate, if they choose to, in regional forums that are established to interact with the Ministry on fisheries issues that affect the Fisheries Protocol Area.
- 4.4 The Ministry will:
- 4.4.1 consult and involve the Te Ātiawa o Te Waka-a-Māui trustees in the training of relevant staff on this Protocol and provide on-going training as required; and
 - 4.4.2 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Deed of Settlement, and provide on-going information as required.

5 PARTICIPATION IN IWI FISHERIES FORUMS

- 5.1 The Ministry will provide opportunities for Te Ātiawa o Te Waka-a-Māui to have input into and participate in any Iwi Fisheries Forums relating to the Fisheries Protocol Area, where the Ministry will engage with iwi on fisheries management activities. The Te Ātiawa iwi fisheries plan will guide the input of Te Ātiawa o Te Waka-a-Māui into those forums. The Ministry will provide assistance, within the available resources, to those iwi participating in the forums to develop forum fisheries plans. The operation and development of such forums, however, will not preclude direct contact between the Te Ātiawa o Te Waka-a-Māui trustees and the Ministry.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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4.2: FISHERIES PROTOCOL

6 STATEMENT OF TE ĀTIAWA O TE WAKA-A-MĀUI OBJECTIVES

6.1 The fisheries management objectives of Te Ātiawa o Te Waka-a-Māui in relation to the Fisheries Protocol Area include:

6.1.1 Ability to implement customary management practices such as rāhui, mātaimai, marine reserves and marine gardens;

6.1.2 Customary fisheries management consistent with the Fisheries (South Island Customary Fishing) Regulations 1999, including;

6.1.2.1 Customary fisheries practices consistent with Te Ātiawa o Te Waka-a-Māui tikanga that upholds Te Ātiawa o Te Waka-a-Māui rights guaranteed under Te Tiriti o Waitangi;

6.1.2.2 Establish customary fisheries management areas consistent with Te Ātiawa o Te Waka-a-Māui customary practices.

6.2 Te Ātiawa o Te Waka-a-Māui consider all species in their Fisheries Protocol Area to be taonga, but have a strong traditional association with the species listed in the table below:

Māori Name	Common name	Scientific name
Kina	Kina/ sea egg	<i>Evechinus species</i>
Pāua	Pāua	<i>Haliotis iris</i>
Koura	Rock lobster	<i>Jasus edwardsii</i>
Tuṅa	Eels	<i>Anguilla species</i>
Hapuka	Hapuka	<i>Polyprion oxygeneois</i>
Tuere	Hagfish / blind eel	<i>Eptatretus cirrhatus</i>
Rimurimu	seaweeds	<i>Various</i>

6.3 The Crown and Te Ātiawa o Te Waka-a-Māui trustees agree that the Te Ātiawa o Te Waka-a-Māui objectives (as set out in the Te Waka a Maui me Ona Toka Forum Plan, at the time of signing this Protocol and clause 6.1):

6.3.1 are intended only to provide a context for this Protocol;

6.3.2 do not affect how the Minister, the Director-General and the Ministry will exercise their powers, functions and duties in relation to the matters specified in this Protocol; and

6.3.3 do not prevent the Minister, the Director-General and the Ministry from interacting with other iwi or hapū with interests in the Fisheries Protocol Area.

7 INPUT INTO AND PARTICIPATION IN THE MINISTRY'S NATIONAL FISHERIES PLANS

7.1 Te Ātiawa o Te Waka-a-Māui are entitled to input into and participation in the Ministry's national level fisheries plans that relate to the Fisheries Protocol Area, where these are being developed. The Ministry's national fisheries plans will reflect the high level goals and outcomes for a fishery. The plans will guide annual identification of the measures (which may include catch limits, research and compliance services) required to meet these goals and outcomes. Te Ātiawa o Te Waka-a-Māui input and participation will be recognised and provided for through the iwi fisheries plan referred to in clause 8, which

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the Ministry must have particular regard to when developing national fisheries plans that relate to the Fisheries Protocol Area.

- 7.2 Where it is intended that any sustainability measures will be set or varied that relate to the Fisheries Protocol Area and are not addressed in any Ministry national fisheries plan, the Ministry will ensure that the input and participation of Te Ātiawa o Te Waka-a-Māui is provided for.

8 IWI FISHERIES PLAN

- 8.1 The Te Ātiawa o Te Waka-a-Māui trustees will develop an iwi fisheries plan that relates to the Fisheries Protocol Area.

- 8.2 The Ministry will assist the Te Ātiawa o Te Waka-a-Māui trustees, within the resources available to the Ministry, to develop an iwi fisheries plan that relates to the Fisheries Protocol Area.

- 8.3 The Ministry and the Te Ātiawa o Te Waka-a-Māui trustees agree that the iwi fisheries plan will address:

8.3.1 the objectives of Te Ātiawa o Te Waka-a-Māui for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Fisheries Protocol Area;

8.3.2 Te Ātiawa o Te Waka-a-Māui views on what constitutes their kaitiakitanga within the Fisheries Protocol Area;

8.3.3 how the Te Ātiawa o Te Waka-a-Māui trustees will participate in fisheries planning processes in the Fisheries Protocol Area; and

8.3.4 how the customary, commercial and recreational fishing interests of the Te Ātiawa o Te Waka-a-Māui trustees will be managed in an integrated way.

- 8.4 The Ministry and the Te Ātiawa o Te Waka-a-Māui trustees agree to meet within three months of the Minister issuing this protocol, to discuss:

8.4.1 the content of the iwi fisheries plan, and how it will protect and recognise the kaitiakitanga and mana of Te Ātiawa o Te Waka-a-Māui; and

8.4.2 ways in which the Ministry will work with the Te Ātiawa o Te Waka-a-Māui trustees to develop and review the iwi fisheries plan.

9 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

- 9.1 The Ministry undertakes to make available to the Te Ātiawa o Te Waka-a-Māui trustees such information and assistance, within the resources available to the Ministry, as may be necessary for the proper administration of the Fisheries (South Island Customary Fishing) Regulations 1999. This information and assistance may include, but is not limited to:

9.1.1 discussions with the Ministry on the implementation of the Fisheries (South Island Customary Fishing) Regulations 1999 within the Fisheries Protocol Area;

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- 9.1.2 make available existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area; and
- 9.1.3 training the appropriate representatives of Te Ātiawa o Te Waka-a-Māui to enable them to administer and implement the Fisheries (South Island Customary Fishing) Regulations 1999.

10 CONTRACTING FOR SERVICES

- 10.1 The Ministry will consult with the Te Ātiawa o Te Waka-a-Māui trustees in respect of any contract for the provision of services that may impact on the management of customary fisheries within the Fisheries Protocol Area, if the Ministry is proposing to enter into such a contract.
- 10.2 The level of consultation shall be relative to the degree to which the contract impacts upon the customary fishing interests of other iwi as well as those of Te Ātiawa o Te Waka-a-Māui, and may be achieved by one or more of the following:
 - 10.2.1 the Ministry may notify the Te Ātiawa o Te Waka-a-Māui trustees of a contract for fisheries services;
 - 10.2.2 the Ministry may notify the Te Ātiawa o Te Waka-a-Māui trustees of an invitation to tender for fisheries services; and
 - 10.2.3 the Ministry may direct a successful contractor to engage with the Te Ātiawa o Te Waka-a-Māui trustees as appropriate, in undertaking the relevant fisheries services.
- 10.3 If the Te Ātiawa o Te Waka-a-Māui trustees is contracted for fisheries services then clause 10.2.3 will not apply in relation to those fisheries services.

11 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

- 11.1 The Ministry will consult with the Te Ātiawa o Te Waka-a-Māui trustees on certain aspects of the employment of Ministry staff if a vacancy directly affects the customary fisheries interests of Te Ātiawa o Te Waka-a-Māui in relation to the Fisheries Protocol Area.
- 11.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the customary fishing interests of other iwi as well as those of Te Ātiawa o Te Waka-a-Māui, and may be achieved by one or more of the following:
 - 11.2.1 consultation on the job description and work programme;
 - 11.2.2 direct notification of the vacancy;
 - 11.2.3 consultation on the location of the position; and
 - 11.2.4 input into the selection of the interview panel.

4.2: FISHERIES PROTOCOL

12 CONSULTATION

- 12.1 Where the Ministry is required to consult in relation to this Protocol, the basic principles that will be followed by the Ministry in consulting with the Te Ātiawa o Te Waka-a-Māui trustees in each case are:
- 12.1.1 ensuring that the Te Ātiawa o Te Waka-a-Māui trustees is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
 - 12.1.2 providing the Te Ātiawa o Te Waka-a-Māui trustees with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
 - 12.1.3 ensuring that sufficient time is given for the participation of the Te Ātiawa o Te Waka-a-Māui trustees in the decision making process including the preparation of submissions by the Te Ātiawa o Te Waka-a-Māui trustees in relation to any of the matters that are the subject of the consultation; and
 - 12.1.4 ensuring that the Ministry will approach the consultation with the Te Ātiawa o Te Waka-a-Māui trustees with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation.
- 12.2 Where the Ministry has consulted with the Te Ātiawa o Te Waka-a-Māui trustees as specified in clause 12.1, the Ministry will report back to the Te Ātiawa o Te Waka-a-Māui trustees, either in person or in writing, on the decision made as a result of any such consultation.

13 RĀHUI

- 13.1 The Ministry recognises that rāhui is a traditional use and management practice of Te Ātiawa o Te Waka-a-Māui and supports their rights to place traditional rāhui over their customary fisheries.
- 13.2 The Ministry and the Te Ātiawa o Te Waka-a-Māui trustees acknowledge that a traditional rāhui placed by the Te Ātiawa o Te Waka-a-Māui trustees over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice. Te Ātiawa o Te Waka-a-Māui undertakes to inform the Ministry of the placing and the lifting of a rāhui by Te Ātiawa o Te Waka-a-Māui over their customary fisheries, and also the reasons for the rāhui.
- 13.3 The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rāhui has been applied, to the extent that such groups exist, of the placing and the lifting of a rāhui by Te Ātiawa o Te Waka-a-Māui over their customary fisheries, in a manner consistent with the understandings outlined in clause 13.2 above.
- 13.4 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186B of the Fisheries Act 1996 to support a rāhui proposed by Te Ātiawa o Te Waka-a-Māui over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186B of the Fisheries Act 1996, noting these requirements preclude the use of section 186B to support rāhui placed in the event of a drowning.

4.2: FISHERIES PROTOCOL

14 INFORMATION EXCHANGE

- 14.1 Te Ātiawa o Te Waka-a-Māui and the Ministry recognise the benefit of mutual information exchange. To this end, the Ministry and Te Ātiawa o Te Waka-a-Māui will as far as possible exchange any information that is relevant to the management of the Fisheries Protocol Area.
- 14.2 The Ministry will make available to Te Ātiawa o Te Waka-a-Māui all existing information held by, or reasonably accessible to, the Ministry where that information is requested by Te Ātiawa o Te Waka-a-Māui for the purposes of assisting them to exercise their rights under this Fisheries Protocol.
- 14.3 The Ministry will make available to Te Ātiawa o Te Waka-a-Māui all existing information held by, or reasonably accessible to the Ministry, concerning the management of species or stocks that are of significance to Te Ātiawa o Te Waka-a-Māui.

15 DISPUTE RESOLUTION

- 15.1 If either the Ministry or the Te Ātiawa o Te Waka-a-Māui trustees considers there has been a problem with the implementation of the Protocol, then that party may give written notice to the other party that they are in dispute. The following process will be undertaken once notice is received by the other party to this Protocol:
- 15.1.1 Within 15 working days of being given written notice under clause 15.1, the relevant contact persons from the Ministry and the Te Ātiawa o Te Waka-a-Māui trustees will meet to work in good faith to resolve the issue;
- 15.1.2 If the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 15.1 the Director-General of the Ministry and representative of the Te Ātiawa o Te Waka-a-Māui trustees will meet to work in good faith to resolve the issue;
- 15.1.3 If the dispute has not been resolved within 45 working days of receipt of the notice referred to in clause 15.1 despite the process outlined in clauses 15.1.1 and 15.1.2 having been followed, the Ministry and Te Ātiawa o Te Waka-a-Māui trustees may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.
- 15.2 In the context of any dispute that has been initiated under clause 15.1 the Ministry and the Te Ātiawa o Te Waka-a-Māui trustees will place the utmost importance on the fact that the Ministry and Te Ātiawa o Te Waka-a-Māui are, in accordance with clause 1.5 of this Protocol, seeking a relationship consistent with Te Tiriti o Waitangi/Treaty of Waitangi and its principles, and such a relationship is intended to assist both parties to exercise their respective responsibilities with the utmost cooperation to achieve the outcomes sought by both over time.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4.2: FISHERIES PROTOCOL

16 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

16.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment to the Fisheries Act 1996 which impacts upon this Protocol, the Ministry shall:

- 16.1.1 notify the Te Ātiawa o Te Waka-a-Māui trustees of the proposed policy development or proposed legislative amendment upon which iwi will be consulted; and
- 16.1.2 make available to the Te Ātiawa o Te Waka-a-Māui trustees the information provided to iwi as part of the consultation process referred to in this clause; and
- 16.1.3 report back to the Te Ātiawa o Te Waka-a-Māui trustees on the outcome of any such consultation, either in writing or in person.

17 DEFINITIONS

17.1 In this Protocol:

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

Fisheries Legislation means the Fisheries Act 1983, the Fisheries Act 1996, the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Māori Commercial Aquaculture Claims Settlement Act 2004, and the Māori Fisheries Act 2004, and any regulations made under these Acts including the Fisheries (South Island Customary Fishing) Regulations 1999;

Protocol means a statement in writing, issued by the Crown through the Minister to the Te Ātiawa o Te Waka-a-Māui trustees under the Settlement Legislation and the Deed of Settlement and includes this Fisheries Protocol;

ISSUED on _____ []

SIGNED for and on behalf of _____)
THE SOVEREIGN in right of New Zealand)
by the Minister for Primary Industries)
in the presence of: _____)

Signature of witness

Witness Name

Occupation

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

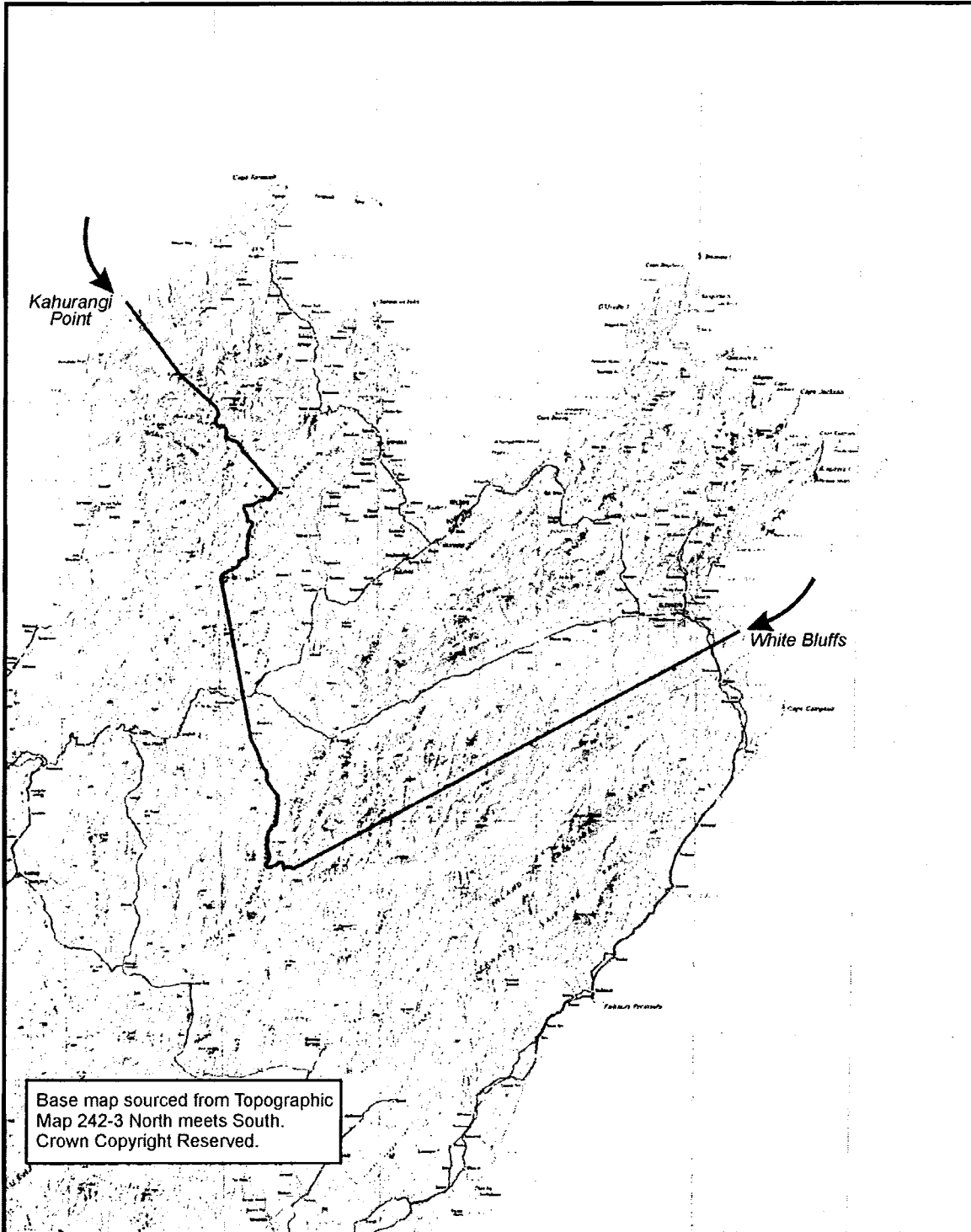
4.2: FISHERIES PROTOCOL

Address

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4.2: FISHERIES PROTOCOL

ATTACHMENT A
FISHERIES PROTOCOL AREA



ATTACHMENT B

SUMMARY OF THE TERMS OF ISSUE

This protocol is subject to the deed of settlement and the settlement legislation. A summary of the relevant provisions is set out below.

1. **Amendment and cancellation**

- 1.1 The Minister may amend or cancel this protocol, but only after consulting with the Te Ātiawa o Te Waka-a-Māui trustees and having particular regard to its views (*section 32*).

2. **Noting**

- 2.1 A summary of the terms of this protocol must be noted in the fisheries plans affecting the protocol area, but the noting:

2.1.1 is for the purpose of public notice only; and

2.1.2 does not amend the fisheries plans for the purposes of the Fisheries Act 1996 (*section 36*).

3. **Limits**

- 3.1 This protocol does not:

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

- (a) introducing legislation; or
- (b) changing government policy; or
- (c) issuing a protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tangata whenua (*section 33*); or

3.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Te Ātiawa o Te Waka-a-Māui (*section 33*); or

3.1.3 grant, create, or evidence an estate or interest in, or rights relating to, assets or property rights (including in relation to fish, aquatic life, or seaweed) under:

- (a) the Fisheries Act 1996; or
- (b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or
- (c) the Maori Commercial Aquaculture Claims Settlement Act 2004; or
- (d) the Maori Fisheries Act 2004 (*section 35*).

4.2: FISHERIES PROTOCOL

4. **Breach**

- 4.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce this protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (*section 34*).
- 4.2 A breach of this protocol is not a breach of the deed of settlement (*clause 5.33*).

(

4.3 TAONGA TŪTURU PROTOCOL

Clause 5.29.3

4.3: TAONGA TŪTURU PROTOCOL

TAONGA TŪTURU PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS,
CULTURE AND HERITAGE REGARDING INTERACTION WITH TE ĀTIAWA O TE
WAKA-A-MĀUI ON SPECIFIED ISSUES

1. INTRODUCTION

- 1.1 Under the Deed of Settlement dated 21 December 2012 between Te Ātiawa o Te Waka-ā-Māui, the Te Ātiawa o Te Waka-a-Māui Trust and the Crown (the **“Deed of Settlement”**), the Crown agreed that the Minister for Arts, Culture and Heritage (the **“Minister”**) would issue a protocol (the **“Protocol”**) setting out how the Minister and the Chief Executive for Manatū Taonga also known as the Ministry for Culture and Heritage (the **“Chief Executive”**) will interact with the Te Ātiawa o Te Waka-a-Māui Trust on matters specified in the Protocol. These matters are:
- 1.1.1 Protocol Area - Part 2;
 - 1.1.2 Terms of issue - Part 3
 - 1.1.3 Implementation and communication - Part 4
 - 1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 - Part 5
 - 1.1.5 The role of the Minister under the Protected Objects Act 1975 - Part 6
 - 1.1.6 Te Ātiawa o Te Waka-a-Māui Ngā Taonga Tūturu held by Te Papa Tongarewa - Part 7
 - 1.1.7 Effects on Te Ātiawa o te Waka a Māui interests in the Protocol Area - Part 8
 - 1.1.8 Registration as a collector of Ngā Taonga Tūturu - Part 9
 - 1.1.9 Board Appointments - Part 10
 - 1.1.10 National Monuments, War Graves and Historical Graves - Part 11
 - 1.1.11 History publications relating to Te Ātiawa o te Waka a Māui- Part 12
 - 1.1.12 Cultural and/or Spiritual Practices and Tendering - Part 13
 - 1.1.13 Consultation - Part 14
 - 1.1.14 Changes to legislation affecting this Protocol -Part 15
 - 1.1.15 Definitions - Part 16
- 1.2 For the purposes of this Protocol the Te Ātiawa o Te Waka-a-Māui Trust is the body representative of the whānau, hapū, and iwi of Te Ātiawa o te Waka-a-Māui who have an interest in the matters covered under this Protocol. This derives from the status of the Te Ātiawa o Te Waka-a-Māui Trust as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4.3: TAONGA TŪTURU PROTOCOL

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

2. PROTOCOL AREA

- 2.1 This Protocol applies across the Protocol Area which is identified in the map included in Attachment A of this Protocol together with adjacent waters (the "**Protocol Area**").

3. TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section 32 (Te Ātiawa o Te Waka-a-Māui) Claims Settlement Act XXX ("**the Settlement Legislation**") that implements the Te Ātiawa o Te Waka-a-Māui Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

4. IMPLEMENTATION AND COMMUNICATION

- 4.1 The Chief Executive will maintain effective communication with the Te Ātiawa o Te Waka-a-Māui Trust by:
- 4.1.1 maintaining information provided by the Te Ātiawa o Te Waka-a-Māui Trust on the office holders of the Te Ātiawa o Te Waka-a-Māui Trust and their addresses and contact details;
 - 4.1.2 discussing with the Te Ātiawa o Te Waka-a-Māui Trust concerns and issues notified by the governance entity about this Protocol;
 - 4.1.3 as far as reasonably practicable, providing opportunities for the Te Ātiawa o Te Waka-a-Māui Trust to meet with relevant Ministry Managers and staff;
 - 4.1.4 meeting with the Te Ātiawa o Te Waka-a-Māui Trust to review the implementation of this Protocol at least once a year, if requested by either party;
 - 4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol;

4.3: TAONGA TŪTURU PROTOCOL

4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and

4.1.7 including a copy of the Protocol with the Te Ātiawa o Te Waka-a-Māui Trust on the Ministry's website.

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

General

5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the Te Ātiawa o Te Waka-a-Māui Trust within the limits of the Act. From the date this Protocol is issued the Chief Executive will:

5.1.1 notify the Te Ātiawa o Te Waka-a-Māui Trust in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Te Ātiawa o Te Waka-a-Māui origin found anywhere else in New Zealand;

5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Te Ātiawa o Te Waka-a-Māui origin found anywhere else in New Zealand;

5.1.3 notify the Te Ātiawa o Te Waka-a-Māui Trust in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Te Ātiawa o Te Waka-a-Māui origin found anywhere else in New Zealand;

5.1.4 notify the Te Ātiawa o Te Waka-a-Māui Trust in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Te Ātiawa o Te Waka-a-Māui origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and

5.1.5 notify the Te Ātiawa o Te Waka-a-Māui Trust in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Te Ātiawa o Te Waka-a-Māui origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Applications for Ownership

5.2. If the Te Ātiawa o Te Waka-a-Māui Trust lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Te Ātiawa o Te Waka-a-Māui origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

5.3 If there is a competing claim or claims lodged in conjunction with the Te Ātiawa o Te Waka-a-Māui Trust's claim of ownership, the Chief Executive will consult with the Te

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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4.3: TAONGA TŪTURU PROTOCOL

Ātiawa o Te Waka-a-Māui Trust for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

- 5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Te Ātiawa o Te Waka-a-Māui origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the Te Ātiawa o Te Waka-a-Māui Trust may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

Applications for Custody

- 5.5 If no ownership application is made to the Māori Land Court for any Taonga Tūturu found within the Protocol Area or identified as being of Te Ātiawa o Te Waka-a-Māui origin found elsewhere in New Zealand by the Te Ātiawa o Te Waka-a-Māui Trust or any other person, the Chief Executive will:

- 5.5.1 consult the Te Ātiawa o Te Waka-a-Māui Trust where there is any request from any other person for the custody of the Taonga Tūturu;
- 5.5.2 consult the Te Ātiawa o Te Waka-a-Māui Trust before a decision is made on who may have custody of the Taonga Tūturu; and
- 5.5.3 notify the Te Ātiawa o Te Waka-a-Māui Trust in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

- 5.6 For the purpose of seeking an expert opinion from the Te Ātiawa o Te Waka-a-Māui Trust on any export applications to remove any Taonga Tūturu of Te Ātiawa o Te Waka-a-Māui origin from New Zealand, the Chief Executive will register the Te Ātiawa o Te Waka-a-Māui Trust on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 5.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Te Ātiawa o Te Waka-a-Māui origin from New Zealand, the Chief Executive will consult the Te Ātiawa o Te Waka-a-Māui Trust as an Expert Examiner on that application, and notify the Te Ātiawa o Te Waka-a-Māui Trust in writing of his or her decision.

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

- 6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the Te Ātiawa o Te Waka-a-Māui Trust within the limits of the Act. In circumstances where the Chief Executive originally consulted the Te Ātiawa o Te Waka-a-Māui Trust as an Expert Examiner, the Minister may consult with the Te Ātiawa o Te Waka-a-Māui Trust where a person appeals the decision of the Chief Executive to:
- 6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
- 6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4.3: TAONGA TŪTURU PROTOCOL

6.2 The Ministry will notify the Te Ātiawa o Te Waka-a-Māui Trust in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the Te Ātiawa o Te Waka-a-Māui Trust was consulted as an Expert Examiner.

7. TE ĀTIAWA O TE WAKA Ā MĀUI NGA TAONGA TŪTURU HELD BY TE PAPA TONGAREWA

7.1 The Chief Executive will invite Te Papa Tongarewa to enter into a relationship with the Te Ātiawa o Te Waka-a-Māui Trust, for the purposes of Te Papa Tongarewa compiling a full inventory of Taonga Tūturu held by Te Papa Tongarewa, which are of cultural, spiritual and historical importance to Te Ātiawa o Te Waka-a-Māui; and

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

8. EFFECTS ON TE ĀTIAWA O TE WAKA Ā MĀUI INTERESTS IN THE PROTOCOL AREA

8.1 The Chief Executive and the Te Ātiawa o Te Waka-a-Māui Trust shall discuss any policy and legislative development, which specifically affects Te Ātiawa o Te Waka-a-Māui interests in the Protocol Area.

8.2 The Chief Executive and the Te Ātiawa o Te Waka-a-Māui Trust shall discuss any of the Ministry's operational activities, which specifically affect Te Ātiawa o Te Waka-a-Māui interests in the Protocol Area.

8.3 Notwithstanding paragraphs 8.1 and 8.2 above the Chief Executive and the Te Ātiawa o Te Waka-a-Māui Trust shall meet to discuss Te Ātiawa o Te Waka-a-Māui interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

9. REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

9.1 The Chief Executive will register the Te Ātiawa o Te Waka-a-Māui Trust as a Registered Collector of Taonga Tūturu.

10. BOARD APPOINTMENTS

10.1 The Chief Executive shall:

10.1.1 notify the Te Ātiawa o Te Waka-a-Māui Trust of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;

10.1.2 add the Te Ātiawa o Te Waka-a-Māui Trust's nominees onto Manatū Taonga/Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and

10.1.3 notify the Te Ātiawa o Te Waka-a-Māui Trust of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

4.3: TAONGA TŪTURU PROTOCOL

11. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

- 11.1 The Chief Executive shall seek and consider the views of the Te Ātiawa o Te Waka-a-Māui Trust on any national monument, war grave or historical grave, managed or administered by the Ministry, which specifically relates to Te Ātiawa o Te Waka-a-Māui interests.
- 11.2 The Chief Executive will provide for the marking and maintenance of any historic war grave identified by the Te Ātiawa o Te Waka-a-Māui Trust, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

12. HISTORY PUBLICATIONS RELATING TO TE ĀTIAWA O TE WAKA Ā MĀUI

- 12.1 The Chief Executive shall:
- 12.1.1 provide the Te Ātiawa o Te Waka-a-Māui Trust with a list of all history publications commissioned or undertaken by the Ministry that relates substantially to Te Ātiawa o Te Waka-a-Māui, and will supply these on request; and
- 12.1.2 discuss with the Te Ātiawa o Te Waka-a-Māui Trust any work the Ministry undertakes that deals specifically or substantially with Te Ātiawa o Te Waka-a-Māui.

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

- 13.1 When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Te Ātiawa o Te Waka-a-Māui within the Protocol Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.
- 13.2 Where appropriate, the Chief Executive will consider using the Te Ātiawa o Te Waka-a-Māui Trust as a provider of professional services.
- 13.3 The procurement by the Chief Executive of any such services set out in Clauses 13.1 and 13.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

14. CONSULTATION

- 14.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the Te Ātiawa o Te Waka-a-Māui Trust in each case are:
- 14.1.1 ensuring that the Te Ātiawa o Te Waka-a-Māui Trust is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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4.3: TAONGA TŪTURU PROTOCOL

- 14.1.2 providing the Te Ātiawa o Te Waka-a-Māui Trust with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
- 14.1.3 ensuring that sufficient time is given for the participation of the Te Ātiawa o Te Waka-a-Māui Trust in the decision making process including the preparation of submissions by the Te Ātiawa o Te Waka-a-Māui Trust in relation to any of the matters that are the subject of the consultation;
- 14.1.4 ensuring that the Chief Executive will approach the consultation with the Te Ātiawa o Te Waka-a-Māui Trust with an open mind, and will genuinely consider the submissions of the Te Ātiawa o Te Waka-a-Māui Trust in relation to any of the matters that are the subject of the consultation; and
- 14.1.5 report back to the Te Ātiawa o Te Waka-a-Māui Trust, either in writing or in person, in regard to any decisions made that relate to that consultation.

15. CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 15.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:
 - 15.1.1 notify the Te Ātiawa o Te Waka-a-Māui Trust of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;
 - 15.1.2 make available to the Te Ātiawa o Te Waka-a-Māui Trust the information provided to Māori as part of the consultation process referred to in this clause; and
 - 15.1.3 report back to the Te Ātiawa o Te Waka-a-Māui Trust on the outcome of any such consultation.

16. DEFINITIONS

- 16.1 In this Protocol:

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

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

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

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

in relation to any Taonga Tūturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4.3: TAONGA TŪTURU PROTOCOL

Tūturu and which suggest that the Taonga Tūturu was last in the lawful possession of a person who at the time of finding is no longer alive; and 'finding' and 'finds' have corresponding meanings;

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

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

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

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

Te Ātiawa o Te Waka-a-Māui has the meaning set out in clause 8.9 of the Deed of Settlement; and

Te Ātiawa o Te Waka-a-Māui Trust has the meaning given to it in the Deed of Settlement and where appropriate means the trustees for the time being of the Te Ātiawa o Te Waka-a-Māui Trust.

ISSUED on

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

WITNESS

Name:

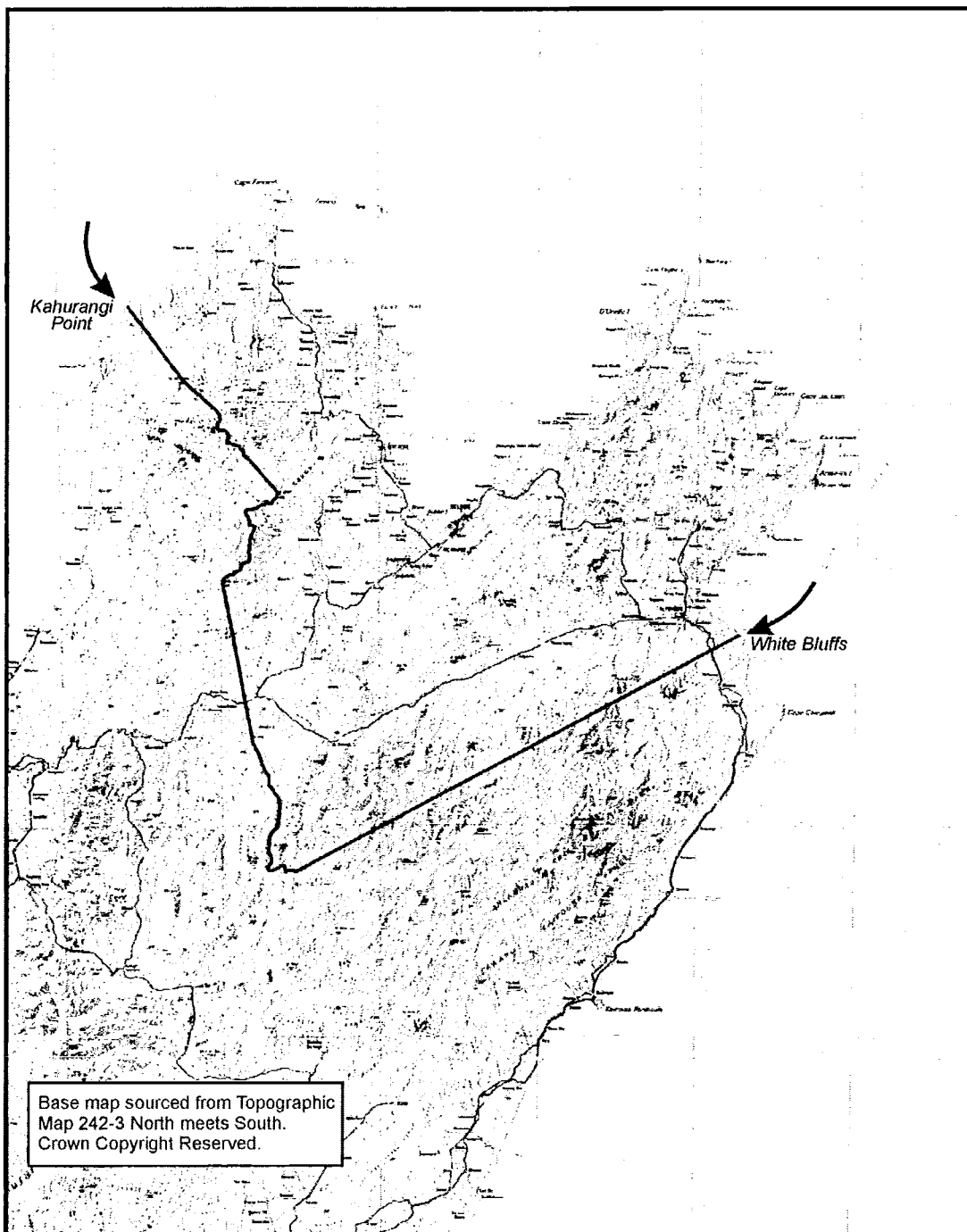
Occupation:

Address:

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

4.3: TAONGA TŪTURU PROTOCOL

ATTACHMENT A
TOANGA TŪTURU PROTOCOL AREA



4.3: TAONGA TŪTURU PROTOCOL

ATTACHMENT B

SUMMARY OF THE TERMS OF ISSUE

This protocol is subject to the deed of settlement and the settlement legislation. A summary of the relevant provisions is set out below.

1. **Amendment and cancellation**

1.1 The Minister may amend or cancel this protocol, but only after consulting with the Te Ātiawa o Te Waka-a-Māui trustees and having particular regard to its views (*section 32*).

2. **Limits**

2.1 This protocol does not:

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

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tangata whenua (*section 33*); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Te Ātiawa o Te Waka-a-Māui (*section 33*); or

2.1.3 grant, create, or evidence an estate or interest in, or rights relating to, taonga tūturu (*section 35*).

3. **Breach**

3.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce this protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (*section 34*).

3.2 A breach of this protocol is not a breach of the deed of settlement (*clause 5.33*).

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4.4 MINERALS PROTOCOL

Clause 5.29.4

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH TE ĀTIAWA O TE WAKA-A-MĀUI BY THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS

1. INTRODUCTION

- 1.1 Under the Deed of Settlement dated 21 December 2012 between Te Ātiawa o Te Waka-a-Māui (“**Te Ātiawa**”), the Te Ātiawa o Te Waka-a-Māui Trust and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister of Energy and Resources (the “**Minister**”) would issue a Protocol (the “**Minerals Protocol**”) setting out how the Ministry of Business, Innovation and Employment (the “**Ministry**”) will consult with the Te Ātiawa o Te Waka-a-Māui trustees on matters specified in the Minerals Protocol.
- 1.2 For the purposes of this Protocol the Te Ātiawa o Te Waka-a-Māui trustees are the body representative of the whānau and iwi of Te Ātiawa who have interests and responsibilities in relation to the Protocol Area. These interests and responsibilities are inextricably linked to whakapapa and have important cultural and spiritual dimensions.
- 1.3 The Ministry and Te Ātiawa o Te Waka-a-Māui are seeking a healthy and constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.4 The purpose of the Crown Minerals Act 1991 (the “**Act**”) is to restate and reform the law relating to the management of Crown owned minerals. Section 4 of the Act requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.5 The Minister is responsible under the Act for the preparation of mineral programmes, the grant of minerals permits, and monitoring the effect and implementation of minerals programmes and minerals permits. The Ministry administers the Act on behalf of the Minister.
- 1.6 This Minerals Protocol will affect the Ministry’s administration of Crown owned minerals under the Act in the Minerals Protocol Area.

2. TE ĀTIAWA VALUES

- 2.1 Te Ātiawa o Te Waka-a-Māui asserts that Te Ātiawa o Te Waka-a-Māui rangatiratanga over the whenua has great responsibilities to the lands, waters and all its resources. The landscape defines Te Ātiawa o Te Waka-a-Māui and their customary use of traditional resources is the context in which Te Ātiawa o Te Waka-a-Māui most often engage with the natural world thus providing for the transmission of intergenerational knowledge; the maintenance of identity; and the manifestation of their custodial responsibilities.
- 2.2 Te Ātiawa o Te Waka-a-Māui assert their kaitiaki interests in upholding and protecting the mana and mauri of taonga minerals and limestone karst and cave landforms within its rohe. As kaitiaki of taonga minerals and landform in Te Tau Ihu, Te Ātiawa o Te Waka-a-Māui believes the environment is seen as an ancestral landscape that encapsulates sites of significance.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4.4: MINERALS PROTOCOL

- 2.3 Te Ātiawa o Te Waka-a-Māui is tangata whenua within the rohe (Appendix A), and Te Ātiawa o Te Waka-a-Māui sees the environment as an ancestral landscape that encapsulates sites of significance. Te Ātiawa o Te Waka-a-Māui views the land and water as an indivisible whole. The land is connected to the water resources which flow in, on or under it, as is the water related to the land that surrounds it. Both the lands and waters are in turn connected to the people as the mana whenua in this rohe.
- 2.4 Te Ātiawa o Te Waka-a-Māui asserts that Te Ātiawa o Te Waka-a-Māui undertakes the responsibility as kaitiaki under tikanga Māori to preserve, protect, and manage natural and historic resources these spiritually important dimensions within their rohe (Appendix A). As a tangata whenua iwi, Te Ātiawa o Te Waka-a-Māui is charged to look after them for future generations. The use of the lands, waters and associated resources is conducted under special codes in accordance with responsibilities as kaitiaki. These principles ensure the maintenance of these taonga, and the avoidance of overuse, greed and disrespect.

3. PURPOSE OF THIS PROTOCOL

- 3.1 This Minerals Protocol sets out how the Ministry will have regard to the rights and interests of Te Ātiawa o Te Waka-a-Māui while exercising its functions, powers, and duties in relation to the matters set out in this Minerals Protocol.
- 3.2 Te Ātiawa o Te Waka-a-Māui will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Minerals Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

4. PROTOCOL AREA

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

5. TERMS OF ISSUE

- 5.1 This Minerals Protocol is issued pursuant to section 32 of [insert the name of the Settlement Legislation] (the "**Settlement Legislation**") that implements clause 5.30 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 5.2 This Minerals Protocol must be read subject to the terms of issue set out in Attachment B.

6. CONSULTATION

- 6.1 The Minister will ensure that the Te Ātiawa o Te Waka-a-Māui are consulted by the Ministry:

New minerals programmes

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

4.4: MINERALS PROTOCOL

Petroleum exploration permit block offers

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

Other petroleum exploration permit applications

- 6.1.3 when any application for a petroleum exploration permit is considered, which relates, whether wholly or in part, to the Minerals Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 6.1.2;

Amendments to petroleum exploration permits

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

Permit block offers for Crown owned minerals other than petroleum

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

Newly available acreage

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

Other permit applications for Crown owned minerals other than petroleum

- 6.1.7 when any application for a permit in respect of Crown owned minerals other than petroleum is considered, which relates, whether wholly or in part, to the Minerals Protocol Area, except where the application relates to a competitive tender allocation of a permit block offer over which consultation has already taken place under clause 6.1.6;

Amendments to permits for Crown owned minerals other than petroleum

- 6.1.8 when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is considered; and
- 6.1.9 where the application relates, wholly or in part, to the Minerals Protocol Area.
- 6.2 Each decision on a proposal referred to in clause 6.1 will be made having regard to any matters raised as a result of consultation with the Te Ātiawa o Te Waka-a-Māui trustees,

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4.4: MINERALS PROTOCOL

and having regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi, particularly as those principles are set out in the relevant minerals programme from time to time, and taking into account the circumstances of each case.

6.3 Where the Te Ātiawa o Te Waka-a-Māui trustees request that the Minister exclude land from a permit or competitive tender referred to in clause 6.1, the Minister will ordinarily consider the following matters:

6.3.1 the particular importance of the land to Te Ātiawa o Te Waka-a-Māui;

6.3.2 whether the land is a known waahi tapu site;

6.3.3 the uniqueness of the land (for example, whether the land is mahinga kai (food gathering area) or waka tauranga (a landing place of the ancestral canoes));

6.3.4 whether the importance of the land to Te Ātiawa o Te Waka-a-Māui has already been demonstrated (for example, by Treaty claims or Treaty settlements resulting in a statutory acknowledgment or other redress instrument under settlement legislation);

6.3.5 any relevant Treaty claims or settlements;

6.3.6 whether granting a permit over the land or the particular minerals would impede the progress of redress of any Treaty claims;

6.3.7 any Te Ātiawa o Te Waka-a-Māui management plans that specifically exclude the land from certain activities;

6.3.8 the ownership of the land;

6.3.9 whether the area is already protected under an enactment (for example, the Resource Management Act 1991, the Conservation Act 1987, or the Historic Places Act 1993); and

6.3.10 the size of the land and the value or potential value of the relevant mineral resources if the land is excluded.

7. IMPLEMENTATION AND COMMUNICATION

7.1 The Crown has an obligation under the Act (as provided for in minerals programmes) to consult with parties whose interests may be affected by matters described in clause 6.1 of this Minerals Protocol. The Ministry will consult with the Te Ātiawa o Te Waka-a-Māui trustees in accordance with this Minerals Protocol and in accordance with the relevant minerals programme if matters described in clause 6.1 and clause 7 of this Minerals Protocol Area may affect the interests of Te Ātiawa.

7.2 The basic principles that will be followed by the Ministry in consulting with the Te Ātiawa o Te Waka-a-Māui trustees in each case are:

7.2.1 ensuring that the Te Ātiawa o Te Waka-a-Māui trustees are consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues in relation to any matters under clause 6 of this Minerals Protocol;

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

4.4: MINERALS PROTOCOL

- 7.2.2 providing the Te Ātiawa o Te Waka-a-Māui trustees with sufficient information to make informed decisions and submissions in relation to any of the matters described in clause 5 of this Minerals Protocol;
 - 7.2.3 ensuring that sufficient time is given for the participation of the Te Ātiawa o Te Waka-a-Māui trustees in the decision making process and the consideration by the Te Ātiawa o Te Waka-a-Māui trustees of its submissions in relation to any of the matters described in clause 5 of this Minerals Protocol; and
 - 7.2.4 ensuring that the Ministry will approach the consultation with the Te Ātiawa o Te Waka-a-Māui trustees with an open mind, and will genuinely consider the submissions of the Te Ātiawa o Te Waka-a-Māui trustees in relation to any of the matters described in clause 5 of this Minerals Protocol.
- 7.3 Where the Ministry is required to consult the Te Ātiawa o Te Waka-a-Māui trustees as specified in clause 7.1, the Ministry will report back in writing to the Te Ātiawa o Te Waka-a-Māui trustees on the decision made as a result of such consultation.
- 7.4 The Ministry will seek to fulfill its obligations under this Minerals Protocol by:
- 7.4.1 maintaining information on the Te Ātiawa o Te Waka-a-Māui trustees' address and contact details as provided from time to time by the Te Ātiawa o Te Waka-a-Māui trustees;
 - 7.4.2 as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Minerals Protocol;
 - 7.4.3 nominating relevant employees to act as contacts with the Te Ātiawa o Te Waka-a-Māui trustees in relation to issues concerning this Minerals Protocol; and
 - 7.4.4 providing the Te Ātiawa o Te Waka-a-Māui trustees with the names of the relevant employees who will act as contacts with the Te Ātiawa o Te Waka-a-Māui trustees in relation to issues concerning this Minerals Protocol.

8. CHANGES TO POLICY AND LEGISLATION

- 8.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Minerals Act that impacts upon this Protocol, the Chief Executive shall:
- 8.1.1 notify the Te Ātiawa o Te Waka-a-Māui trustees of the proposed policy development or proposed legislative amendment;
 - 8.1.2 make available to the Te Ātiawa o Te Waka-a-Māui trustees the information provided to Māori as part of the consultation process referred to in this clause; and
 - 8.1.3 report back to the Te Ātiawa o Te Waka-a-Māui trustees on the outcome of any such consultation.

4.4: MINERALS PROTOCOL

9. DEFINITIONS

9.1 In this Minerals Protocol:

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

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

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

Deed of Settlement means the Deed of Settlement dated 21 December 2012 between the Crown and Te Ātiawa o Te Waka-a-Māui;

Land includes land covered by water; and also includes the foreshore and seabed to the outer limits of the territorial sea;

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

Minister means the Minister of Energy and Resources;

Ministry means the Ministry of Business, Innovation and Employment;

Te Ātiawa has the meaning set out in clause 8.9.1 of the Deed of Settlement;

Te Ātiawa o Te Waka-a-Māui trustees means the trustees for the time being of the Te Ātiawa o Te Waka-a-Māui Trust;

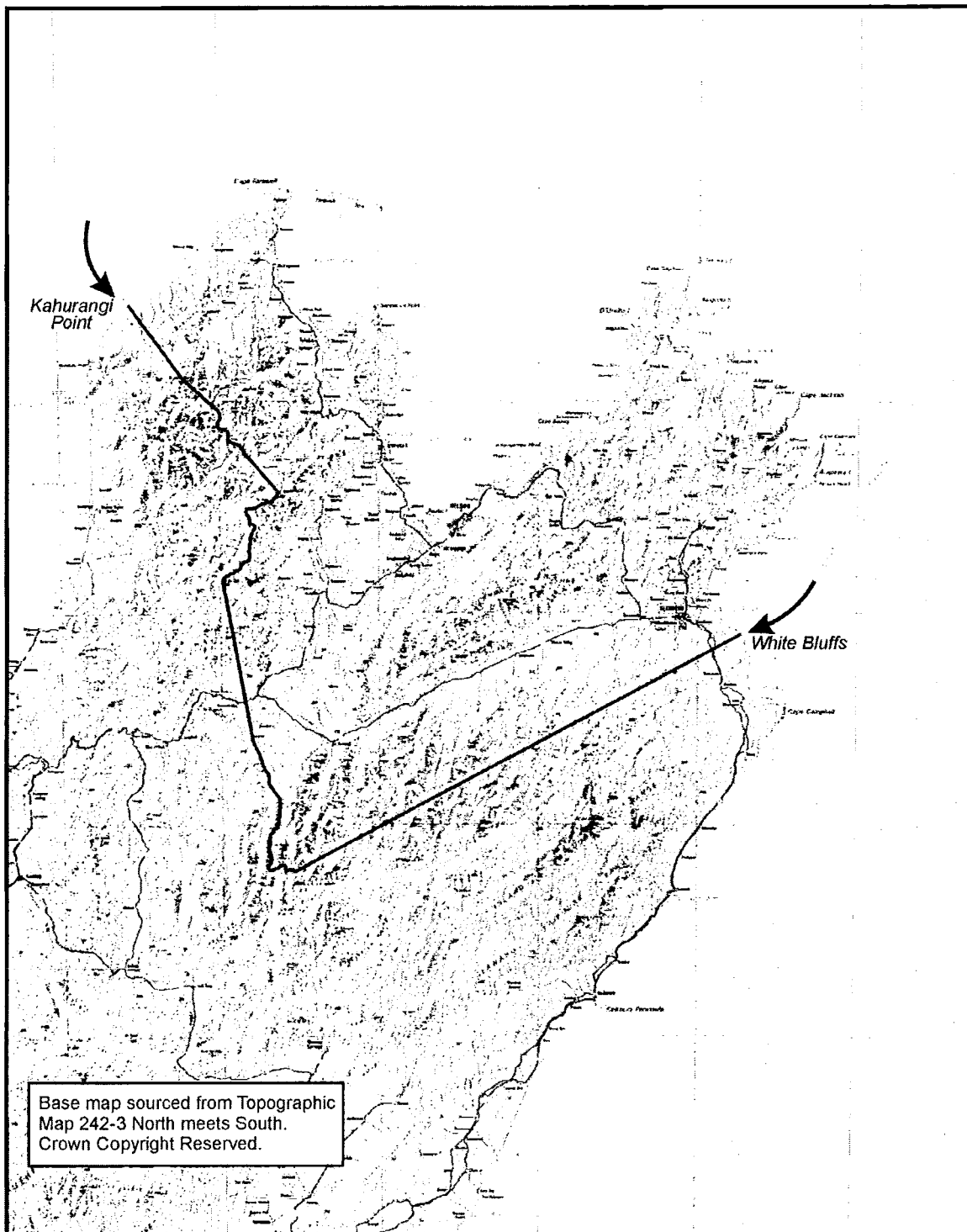
Petroleum means:

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

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

4.4: MINERALS PROTOCOL

ATTACHMENT A
MINERALS PROTOCOL AREA



ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

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

1. Amendment and cancellation

- 1.1 The Minister may amend or cancel this Minerals Protocol, but only after consulting with the Te Ātiawa o Te Waka-a-Māui trustees and having particular regard to its views (section 32).

2. Noting

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

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

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

but the addition;

2.1.3 is for the purpose of public notice only; and

2.1.4 does not amend the minerals programmes for the purposes of the Crown Minerals Act 1991 (section 36).

3. Limits

- 3.1 This Minerals Protocol does not:

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

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a Protocol to, or interacting or consulting with, anyone the Crown considers appropriate, including any iwi, hapu, marae, whanau, or representative of tangata whenua (section 33); or

3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of Te Ātiawa o Te Waka-a-Māui or a representative entity (section 33); or

3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown owned minerals (section 35).

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

4.4: MINERALS PROTOCOL

4. **Breach**

- 4.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce this Minerals Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 34).
- 4.2 A breach of this Minerals Protocol is not a breach of the Deed of Settlement (clause 5.33).

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5. ENCUMBRANCES

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5.1 PUKETAWAI RIGHT OF WAY EASEMENT

Clause 5.34.5(a)

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.1: PUKETAUAI SITE RIGHT OF WAY EASEMENT

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Nelson

BARCODE

Grantor

Surname must be underlined

[THE TRUSTEES OF THE NGĀTI TAMA KI TE WAIPOUNAMU TRUST, THE TRUSTEES OF NGĀTI RĀRUA SETTLEMENT TRUST AND THE TRUSTEES OF TE ĀTIAWA O TE WAKA-A-MĀUI TRUST]

Grantee

Surname must be underlined

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the MINISTER OF CONSERVATION

Grant of easement

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

Dated this

day of

201

Attestation

Signature of [the trustees of the] Te Ātiawa o Te Waka-a-Māui Trust as Grantor	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address

Signature of [the trustees of the] Ngāti Tama ki Te Waipounamu Trust as Grantor	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.1: PUKETAWAI SITE RIGHT OF WAY EASEMENT

_____ Signature of [the trustees of the] Ngāti Rārua Settlement Trust as Grantor	Signed in my presence by the Grantor _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address
--	---

_____ Signature [common seal] of Grantee	Signed in my presence by the Grantee _____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address
--	---

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

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[Solicitor for] the Grantee

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.1: PUKETAWAI SITE RIGHT OF WAY EASEMENT

**Annexure
Schedule 1**

Easement instrument

Dated

Page 1 of 3 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way on Foot	Marked "A" on SO 426273	Section 1 SO 426273	In gross

Easement rights and powers (including terms, covenants, and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 .

The implied rights and powers are **varied** by the provisions set out in Annexure Schedule 2.

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

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.1: PUKETAUAI SITE RIGHT OF WAY EASEMENT

Easement instrument

Dated

Page 2 of 3 pages

**Annexure
Schedule 2**

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 Easement, and for the term set out in clause 2.
2. The pedestrian right of way granted under clause 1 is to enable access to the historic monument located on the Servient Land and will exist until such time as the historic monument is removed. This Easement and all the rights granted under it will end and extinguish upon the removal of the historic monument and upon such removal, the parties agree to cooperate and do all things reasonably necessary to register a surrender of this Easement (or similar document).

Right of Way Easement Terms

3. 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.
4. In exercising its rights under this Easement, the Grantee shall not interfere with the Grantor's use of the Easement Land.
5. 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 3 of this Easement. In particular, the Grantee may not in any way obstruct the Easement Land.
6. The Grantee may, at its own cost, form an accessway on the Easement Land.
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

87. No power is implied for the Grantor to determine the Easement for breach of any provision in this Easement (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 Regulations 2002 in respect of easements shall apply to the extent that they are not expressly negated in this Easement. The rights set out in Schedule 5 to the Property Law Act 2007 are excluded from this Easement.

Dispute Resolution

10. If any dispute arises between the Grantor and Grantee concerning the rights created by this Easement 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 of the New Zealand Law Society. 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 Easement shall be deemed a submission to arbitration.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.1: PUKETAWAI SITE RIGHT OF WAY EASEMENT

Interpretation

In these conditions, unless the context otherwise requires:

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

Easement Land means that part of the land marked "A" on SO 426273.

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5.2 PŪPONGA FARM, CAPE HOUSE WATER EASEMENT

Clause 5.34.3(a)

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.2: PŪPONGA FARM, CAPE HOUSE WATER EASEMENT

Form 3
Easement instrument to grant easement or *profit à prendre*,
or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Nelson

BARCODE

Grantor

Surname must be underlined

[insert trustee names of Ngāti Rārua Settlement Trust, insert trustees of Te Ātiawa o Te Waka-a-Māui Trust and insert trustees of Ngāti Tama ki Te Waipounamu Trust

Grantee

Surname must be underlined

HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND ACTING BY AND THROUGH THE MINISTER OF CONSERVATION

Grant* of easement or or *profit à prendre* or creation or covenant

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

Dated this

day of

20

Attestation

See annexure schedule

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal]
of Grantor

See annexure schedule

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal]
of Grantee

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

[Solicitor for] the Grantee

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.2: PŪPONGA FARM, CAPE HOUSE WATER EASEMENT

Annexure
Schedule 1

Easement instrument

Dated

Page 1 of 6 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey water	Marked "A" on SO 426796	[Section 1 SO 426796]	Part Section 14 SO 10390 [NL 11B/742] and [INSERT CFR to issue for section 3 SO 426796]

Easements rights and powers (including terms, covenants, and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers are varied by the provisions set out in Annexure Schedule 2.

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

Easement instrument

Dated

Page 2 of 6 pages

Right to convey water

1. The Grantor grants to the Grantee the right to convey water over and/or through that part of the servient land described as "A" on survey office plan 426796 ("the Easement Land") to the dominant land.

Access

- 2.1. The Grantee shall have a right of access along such parts of the Easement Land as are allocated for such purpose by the Grantor from time to time with or without vehicles, plant and/or equipment, solely for the purpose of allowing the Grantee to exercise any of the rights granted under this Easement, at any time provided that:
 - (a) except in the case of emergency no such rights of access will be exercised without the prior consent of the Grantor; and
 - (b) in exercising such rights of access the Grantee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Easement Land and shall immediately reinstate the Easement Land or any improvements thereon (including restoring the surface thereof and replanting vegetation) where any damage is caused in the process of exercising any rights under this Easement; and
 - (c) if the Grantee fails within six months after the date when written notice of such damage is provided by the Grantor to the Grantee to reinstate the Easement Land and any improvements thereon (including destroying the surface thereof and replanting vegetation), the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, undertake the necessary work and recover costs for this work from the Grantee.

Repair and Maintenance

3. The Grantee shall be entitled to install any equipment necessary to exercise its rights under this Easement and shall repair and maintain such equipment at its cost in all things, so as to keep such equipment in good order, condition and repair and to prevent the equipment from becoming a danger or nuisance.

Erection of Notice etc

4. The Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Easement Land including without limitation the right to erect fences, barriers and signs and notices warning of any danger. The Grantee must obtain the Grantor's prior written consent before taking any such measures.

Grantor's Consent

5. In all cases where the prior consent or approval of the Grantor is required under this Easement such consent shall not be unreasonably withheld, delayed or granted upon unreasonable conditions.

5.2: PŪPONGA FARM, CAPE HOUSE WATER EASEMENT

Easement instrument

Dated

Page 3 of 6 pages

Application for Resource Consents

6. (a) The Grantee shall be entitled from time to time to apply for any resource consents and any other statutory consents required for the purposes of the exercise of any of the Grantee's rights under this Easement in the same manner as if it were a registered proprietor of the Easement Land provided that it shall at the time of making the relevant application forward a copy to the Grantor and the Grantor shall provide, upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of cooperation. Where any relevant application would not grant, if successful, to the Grantee any additional rights or powers over and above those held by it pursuant to its existing resource consents or other statutory consents or the provisions of this Easement, then the Grantor shall be obliged to provide its written support to such application.
- (b) Notwithstanding the provisions of clause 5(a) the Grantee will not be entitled to apply for resource consents and any other statutory consents as if it were the registered proprietor of the Easement Land if those resource consents or statutory consents relate to increasing the maximum operating levels for the storage of water on the Easement Land or relate to decreasing the minimum operating levels for storage of water on the Easement Land or relate to the extension or renewal of the Grantee's previously held resource consents or statutory consents after they lapse, expire or become reviewable. In such a situation the Grantee shall apply for the necessary resource consents and other statutory consents in its own right and the Grantor will be entitled to participate in the resource consent or statutory consent process as an independent party, and in particular, may object to the granting of those consents.

Equipment Property of Grantee

7. Any equipment constructed or installed by the Grantee on the Easement Land shall remain the property of the Grantee and may at any time be removed by it **PROVIDED THAT** any damage caused by such removal shall immediately be remedied by the Grantee at its cost. If within six months after the date when written notice of such damage is provided to the Grantee by the Grantor, it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, remedy all or any of the damage and recover costs for this from the Grantee.

Minimisation of Disruption

8. The Grantee shall use all reasonable endeavours to cause as little disturbance and disruption to the carrying on of the enjoyment of the Easement Land by the Grantor although the Grantor accepts that this provision shall not prevent, restrict or hinder the Grantee from carrying out its farming or public conservation (including recreation) business in a normal manner consistent with the rights granted to it in this Easement.

5.2: PŪPONGA FARM, CAPE HOUSE WATER EASEMENT

Easement instrument

Dated

Page 4 of 6 pages

No Fencing Required

9. The Grantee shall not be required to fence any of the Easement Land unless it is required by law, a condition of a resource consent or as a condition required by the Grantor when granting any consent under this Easement where such a condition would be reasonable. If the Grantee is required to fence any of the Easement Land the Grantee shall first consult and agree with the Grantor as to the form, materials and location of such fencing.

Surrender of Easement

10. The Grantee shall be entitled at any time to surrender at its own cost all of the interest granted to it pursuant to this Easement. The Grantor shall execute any easement instrument to surrender easement (or similar document) in a form acceptable to the Grantor upon request by the Grantee.

Dispute Resolution

11. (a) In the event of any dispute arising between the parties in respect of or in connection with this Easement, the parties shall, without prejudice to any other right or entitlement they may have under this Easement or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of LEADR (Lawyers Engaged in Alternative Dispute Resolution).
- (b) In the event the dispute is not resolved within twenty-eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any successor legislation. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

Notices

12. All notices and communications under this Easement shall be deemed to have been received when delivered personally, sent by prepaid post or by facsimile to such address as either party shall notify to the other from time to time.

Grantor not to interfere with Grantee's Rights

13. The Grantor shall not at any time, do, permit or suffer to be done any act whereby the rights granted to the Grantee under this Easement may be interfered with.

Grantee not to interfere with Grantor's Rights

14. The Grantee shall not at any time, do permit or suffer to be done any act whereby the rights of the Grantor may be interfered with.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.2: PŪPONGA FARM, CAPE HOUSE WATER EASEMENT

Easement instrument

Dated

Page 5 of 6 pages

Grantor's liability

15. Where there is more than one grantor under this Easement then each Grantor's liability under this Easement shall be joint and several.

SIGNED as a Deed on [date]

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN in right of)
New Zealand, as Grantee, by the Conservator)
for the Nelson/Marlborough Conservancy)
acting for the Minister of Conservation under)
delegated authority in accordance with sections)
57 and 58 of the Conservation Act 1987 and)
section 41 of the State Sector Act 1988)

Signature of Conservator for the
Nelson/Marlborough Conservancy
[_____] (Name)
in the presence of: _____

Signature of witness

Witness Name:

Occupation:

Address:

SIGNED for and on behalf of)
[insert trustee names of)
NGĀTI RĀRUA SETTLEMENT TRUST])
as Grantor in the presence of:)

Signature of witness

Witness Name:

Occupation:

Address:

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.2: PŪPONGA FARM, CAPE HOUSE WATER EASEMENT

Easement instrument

Dated

Page 6 of 6 pages

SIGNED for and on behalf of)
[insert trustee names of)
TE ĀTIAWA O TE WAKA-A-MĀUI TRUST])
as Grantor in the presence of:)

Signature of witness

Witness Name:

Occupation:

Address:

SIGNED for and on behalf of)
[insert trustee names of)
NGĀTI TAMA KI TE WAIPOUNAMU)
TRUST] as Grantor in the presence of:)

Signature of witness

Witness Name:

Occupation:

Address:

5.3 TE TAI TAPU (ANATORI SOUTH) CONSERVATION COVENANT

Clause 5.35.6(a)

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.3: TE TAI TAPU (ANATORI SOUTH) CONSERVATION COVENANT

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

1.2 For avoidance of doubt:

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

5.3: TE TAI TAPU (ANATORI SOUTH) CONSERVATION COVENANT

- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2. OBJECTIVES OF THE COVENANT

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

3. IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
 - 3.1.1 grazing of the Land by livestock;
 - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
 - 3.1.3 the planting of any species of exotic tree, shrub or other plant;
 - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
 - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
 - 3.1.6 any cultivation, earth works or other soil disturbances;
 - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
 - 3.1.8 the damming, diverting or taking of Natural Water;
 - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;
 - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land; and
 - 3.1.12 the erection of utility transmission lines across the Land.

5.3: TE TAI TAPU (ANATORI SOUTH) CONSERVATION COVENANT

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

3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;

3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;

3.2.3 keep the Land free from exotic tree species;

3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;

3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4. PUBLIC ACCESS

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

5. THE MINISTER'S OBLIGATION AND OTHER MATTERS

5.1 The Minister must:

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

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

5.3: TE TAI TAPU (ANATORI SOUTH) CONSERVATION COVENANT

5.2 The Minister may:

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

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

6. JOINT OBLIGATIONS

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

7. DURATION OF COVENANT

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

8. OBLIGATIONS ON SALE OF LAND

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9. CONSENTS

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

10. MISCELLANEOUS MATTERS

10.1 Rights

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

10.2 Trespass Act

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.3: TE TAI TAPU (ANATORI SOUTH) CONSERVATION COVENANT

10.2.2 For avoidance of doubt the rights described in clause 10.2.1 may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 Reserves Act

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

10.4 Registration

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

10.5 Acceptance of Covenant

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

10.6 Fire

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

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

- (a) requested to do so; or
- (b) if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 The assistance provided under clause 10.6.2 will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

11. DEFAULT

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

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

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

5.3: TE TAI TAPU (ANATORI SOUTH) CONSERVATION COVENANT

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

11.2.1 advise the defaulting party of the default;

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

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

12. DISPUTE RESOLUTION PROCESSES

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

12.2 Mediation

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

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

12.3 Failure of Mediation

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

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

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

13. NOTICES

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

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

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

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

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.3: TE TAI TAPU (ANATORI SOUTH) CONSERVATION COVENANT

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

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

15. OWNER LIABILITY

15.1 Where there is more than one Owner of the Land, each Owner shall be jointly and severally liable under this Covenant.

(Executed as a Deed

Signed by the trustees of)
the Te Ātiawa o Te Waka-a-Māui Trust)
as Owner in the presence of:)

Signature of Witness

Witness Name

Occupation

(_____
Address

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.3: TE TAI TAPU (ANATORI SOUTH) CONSERVATION COVENANT

Signed by the trustees of)
Ngāti Tama ki Te Waipounamu Trust)
as Owner in the presence of:) _____

Signature of Witness

Witness Name

Occupation

Address

(

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

Signature of Witness

Witness Name

Occupation

Address

5.3: TE TAI TAPU (ANATORI SOUTH) CONSERVATION COVENANT

SCHEDULE 1

Description of Land:

Nelson Land District; Tasman District. 10.1845 hectares, more or less, being that part of Section 1 SO 426795 shown as A on SO 426795.

Conservation Values of the Land to be protected:

The intrinsic value of natural and historic qualities of the Land, and the appreciation and recreational enjoyment that may be derived by the public from the opportunity to visit that area. The Land is part of the only stretch of protected native coastal vegetation between Mangarakau and the Anatori River Mouth, providing a pleasant coastal backdrop for visitors.

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

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

Reserve Values of the Land to be protected:

To protect and enhance the natural character of the Land with particular regard to the indigenous flora and fauna. The majority of the Land is covered with lowland forest typical of the West Whanganui ecological district. The canopy is dominated by hard beech, northern rata, rimu, matai, and kahikatea with an understory of hinau, pukatea, kamahi, toro, quintinia, nikau, with kiekie and supplejack vines laced through.

This forest is habitat to common lowland bird species including; harrier hawk, bellbird, tui, kererū, rifleman, brown creeper, tomtit, grey warbler, silvereyes, falcon, kakariki and possibly visited by kaka and kea. Forest gecko and long tailed bats are likely to be present.

5.3: TE TAI TAPU (ANATORI SOUTH) CONSERVATION COVENANT

SCHEDULE 2

Address for Service

The addresses for service of the Owner are:

210 Waikawa Road
Picton 7220

Po Box 340
Picton 7250

Fax: +64 3 573 5180

[address for Ngāti Tama ki Te Waipounamu Trust details]

The address for service of the Minister is:

c/- Area Manager, Golden Bay Area Office
62 Commercial Street
PO Box 166
Tākaka 7142

Phone: +64 3 525 8026

Fax: +64 3 525 8444

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.3: TE TAI TAPU (ANATORI SOUTH) CONSERVATION COVENANT

GRANT of

Certified correct for the purposes of the
Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

(

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

[]

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

(

5.4 TE TAI TAPU (ANATORI NORTH) CONSERVATION COVENANT

Clause 5.35.6(b)

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.4: TE TAI TAPU (ANATORI NORTH) CONSERVATION COVENANT

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

1.2 For avoidance of doubt:

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

5.4: TE TAI TAPU (ANATORI NORTH) CONSERVATION COVENANT

1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

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

2. OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

2.1.1 for Conservation Purposes;

2.1.2 so as to preserve the Reserves Values;

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

3. IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;

3.1.3 the planting of any species of exotic tree, shrub or other plant;

3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;

3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;

3.1.6 any cultivation, earth works or other soil disturbances;

3.1.7 any archaeological or other scientific research involving disturbance of the soil;

3.1.8 the damming, diverting or taking of Natural Water;

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

3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;

3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.12 the erection of utility transmission lines across the Land.

5.4: TE TAI TAPU (ANATORI NORTH) CONSERVATION COVENANT

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

3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;

3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;

3.2.3 keep the Land free from exotic tree species;

3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;

3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4. PUBLIC ACCESS

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

5. THE MINISTER'S OBLIGATION AND OTHER MATTERS

5.1 The Minister must:

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

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

5.4: TE TAI TAPU (ANATORI NORTH) CONSERVATION COVENANT

5.2 The Minister may:

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

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

6. JOINT OBLIGATIONS

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

7. DURATION OF COVENANT

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

8. OBLIGATIONS ON SALE OF LAND

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9. CONSENTS

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

10. MISCELLANEOUS MATTERS

10.1 Rights

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

10.2 Trespass Act

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

5.4: TE TAI TAPU (ANATORI NORTH) CONSERVATION COVENANT

10.2.2 For avoidance of doubt the rights described in clause 10.2.1 may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 Reserves Act

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

10.4 Registration

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

10.5 Acceptance of Covenant

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

10.6 Fire

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

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

- (a) requested to do so; or
- (b) if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 The assistance provided under clause 10.6.2 will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

11. DEFAULT

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

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

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

5.4: TE TAI TAPU (ANATORI NORTH) CONSERVATION COVENANT

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

11.2.1 advise the defaulting party of the default;

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

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

12. DISPUTE RESOLUTION PROCESSES

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

12.2 Mediation

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

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

12.3 Failure of Mediation

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

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

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

13. NOTICES

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

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

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

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

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5.4: TE TAI TAPU (ANATORI NORTH) CONSERVATION COVENANT

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

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

15. OWNER LIABILITY

15.1 Where there is more than one Owner of the Land, each Owner shall be jointly and severally liable under this Covenant.

(
Executed as a Deed

Signed by the trustees of)
the Te Ātiawa o Te Waka-a-Māui Trust)
as Owner in the presence of:) _____

Signature of Witness

Witness Name

Occupation

(

Address

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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5.4: TE TAI TAPU (ANATORI NORTH) CONSERVATION COVENANT

Signed by the trustees of)
Ngāti Tama ki Te Waipounamu Trust)
as Owner in the presence of:) _____

Signature of Witness

Witness Name

Occupation

Address

(

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

Signature of Witness

Witness Name

Occupation

Address

(

5.4: TE TAI TAPU (ANATORI NORTH) CONSERVATION COVENANT

SCHEDULE 1

Description of Land:

Nelson Land District; Tasman District. 3.0311 hectares, more or less, being those parts of Section 3 SO 426795 shown on B and C on SO 426795.

Conservation Values of the Land to be protected:

The intrinsic value of natural and historic qualities of the Land, and the appreciation and recreational enjoyment that may be derived by the public from the opportunity to visit that area. The Land is part of the only stretch of protected native coastal vegetation between Mangarakau and the Anatori River Mouth, providing a pleasant coastal backdrop for visitors.

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

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

Reserve Values of Land to be protected:

To protect and enhance the natural character of the Land with particular regard to the indigenous flora and fauna. The Land contains regenerating lowland forest often of low stature as a result of prevailing coastal winds. The forest is diverse with all of the following species present in the canopy; hard beech, rimu, quintinia, flax clumps, nikau, manuka, kanuka, mahoe, mingimingi, northern rata, white climbing rata hummocks, silver tree fern, black tree fern, hinau, toro, kamahi, heketara, hutu, pigeonwood, red matipo, and kanono.

The Land also has significant areas of rank grass, and windshorn hummocks of climbing rata, flax, manuka, and where there is greater wind protection pockets of the taller lowland forest species listed above. The southern portion of the Land has a greater cover of taller forest of the species listed above and less low stature wind shorn vegetation. Pockets of grass are interspersed amongst clumps of regenerating forest.

Lowland forest birds are likely to be present including tui, bellbird, tomtit, greywarbler, silvereyes, with kaka, kea, kakariki, falcon, as possible visitors.

SCHEDULE 2

Address for Service

The addresses for service of the Owner are:

210 Waikawa Road
Picton 7220

Po Box 340
Picton 7250

Fax: +64 3 573 5180

[address for Ngāti Tama ki Te Waipounamu Trust details]

The address for service of the Minister is:

c/- Area Manager, Golden Bay Area Office
62 Commercial Street
PO Box 166
Tākaka 7142

Phone: +64 3 525 8026

Fax: +64 3 525 8444

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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5.4: TE TAI TAPU (ANATORI NORTH) CONSERVATION COVENANT

GRANT of

Certified correct for the purposes of the
Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

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

[]

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

5.5 PAKAWAU INLET CONSERVATION COVENANT

Clause 5.34.6(a)

(

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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5.5: PAKAWAU INLET CONSERVATION COVENANT

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

1.2 For avoidance of doubt:

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

5.5: PAKAWAU INLET CONSERVATION COVENANT

- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2. OBJECTIVES OF THE COVENANT

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

3. IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
 - 3.1.1 grazing of the Land by livestock;
 - 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
 - 3.1.3 the planting of any species of exotic tree, shrub or other plant;
 - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
 - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
 - 3.1.6 any cultivation, earth works or other soil disturbances;
 - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
 - 3.1.8 the damming, diverting or taking of Natural Water;
 - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;
 - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.12 the erection of utility transmission lines across the Land.

5.5: PAKAWAU INLET CONSERVATION COVENANT

- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
 - 3.2.3 keep the Land free from exotic tree species;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
 - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;
 - 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
 - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.
- 4. PUBLIC ACCESS**
- 4.1 The Owner must, subject to this Covenant, permit the public to enter upon the Land.
- 5. THE MINISTER'S OBLIGATION AND OTHER MATTERS**
- 5.1 The Minister must:
- 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.
 - 5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

5.5: PAKAWAU INLET CONSERVATION COVENANT

5.2 The Minister may:

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

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

6. JOINT OBLIGATIONS

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

7. DURATION OF COVENANT

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

8. OBLIGATIONS ON SALE OF LAND

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

9. CONSENTS

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

10. MISCELLANEOUS MATTERS

10.1 Rights

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

10.2 Trespass Act

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise.

5.5: PAKAWAU INLET CONSERVATION COVENANT

10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 Reserves Act

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

10.4 Registration

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

10.5 Acceptance of Covenant

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

10.6 Fire

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

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

- (a) requested to do so; or
- (b) if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 The assistance provided under clause 10.6.2 will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

11. DEFAULT

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

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

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

5.5: PAKAWAU INLET CONSERVATION COVENANT

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

11.2.1 advise the defaulting party of the default;

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

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

12. DISPUTE RESOLUTION PROCESSES

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

12.2 Mediation

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

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

12.3 Failure of Mediation

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

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

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

13. NOTICES

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

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

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

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

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5.5: PAKAWAU INLET CONSERVATION COVENANT

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

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

14. SPECIAL CONDITIONS

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

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

Executed as a Deed

(Signed by [insert trustee names of])
TE ĀTIAWA O TE WAKA-A-MĀUI TRUST)
as Owner in the presence of:) _____

Signature of Witness

Witness Name

Occupation

Address

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.5: PAKAWAU INLET CONSERVATION COVENANT

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

Signature of Witness

Witness Name

Occupation

Address

5.5: PAKAWAU INLET CONSERVATION COVENANT

SCHEDULE 1

Description of Land:

Nelson Land District; Tasman District.

1.0830hectares, more or less, being Section 1 SO 426799.

Conservaton Values to be protected:

The intrinsic value of the natural resources on the land and the appreciation and recreational enjoyment that may be derived by the public from the oppoprtnunity to visit that area, particularly for the purpose of accessing the coast.

Reserve Values to be protected:

The natural landscape amenity of the area.

The natural environment values represented by the indigenous flora and fauna on the land, including peripheral native vegetation planted approximately 10 years ago. Species include northern rata, akeake, ngaio, kanuka, flax (both tenax and cookerianum), hebe, coprosma repens, toitoi and some cabbage trees.

Pest plants include gorse and blackberry.

5.5: PAKAWAU INLET CONSERVATION COVENANT

SCHEDULE 2

Address for Service

The addresses for service of the Owner are:

210 Waikawa Road
Picton 7220

Po Box 340
Picton 7250

Fax: +64 3 573 5180

The address for service of the Minister is:

c/- Area Manager, Golden Bay Area Office
62 Commercial Street
PO Box 166
Takaka 7142

Phone: +64 3 525 8026

Fax: +64 3 525 8444

5.5: PAKAWAU INLET CONSERVATION COVENANT

SCHEDULE 3

Special Conditions

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

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5.5: PAKAWAU INLET CONSERVATION COVENANT

GRANT of

Certified correct for the purposes of the
Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

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

[]

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

(

5.6 ONAUKU BAY (ARAPAOA ISLAND) CONSERVATION COVENANT

Clause 5.34.6(b)

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.6: ONAUKU BAY (ARAPAOA ISLAND) CONSERVATION COVENANT

"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"Reserve Values"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

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

2. OBJECTIVES OF THE COVENANT

- 2.1 The Land must be managed so as to preserve the Reserves Values.

3. IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
 - 3.1.1 grazing of the Land by livestock;

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.6: ONAUKU BAY (ARAPAOA ISLAND) CONSERVATION COVENANT

- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
 - 3.1.3 the planting of any species of exotic tree, shrub or other plant;
 - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
 - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
 - 3.1.6 any cultivation, earth works or other soil disturbances;
 - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
 - 3.1.8 the damming, diverting or taking of Natural Water;
 - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.10 any other activity which might have an adverse effect on the Reserve Values;
 - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
 - 3.2.3 keep the Land free from exotic tree species;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

5.6: ONAUKU BAY (ARAPAOA ISLAND) CONSERVATION COVENANT

- 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 4.1.2;
- 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.
- 3.3 The Owner acknowledges that:
 - 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
 - 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4. THE MINISTER'S OBLIGATION AND OTHER MATTERS

- 4.1 The Minister must:
 - 4.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.
 - 4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.
- 4.2 The Minister may:
 - 4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;
 - 4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

5. JOINT OBLIGATIONS

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

6. DURATION OF COVENANT

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

7. OBLIGATIONS ON SALE OF LAND

- 7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

5.6: ONAUKU BAY (ARAPAOA ISLAND) CONSERVATION COVENANT

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

8. CONSENTS

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

9. MISCELLANEOUS MATTERS

9.1 Rights

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

9.2 Trespass Act

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

11.3 Reserves Act

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

11.4 Registration

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

11.5 Acceptance of Covenant

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

10.1 Fire

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

5.6: ONAUKU BAY (ARAPAOA ISLAND) CONSERVATION COVENANT

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

- (a) requested to do so; or
- (b) if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

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

10. DEFAULT

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

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

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

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

10.2.1 advise the defaulting party of the default;

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

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

11. DISPUTE RESOLUTION PROCESSES

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

11.2 Mediation

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

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

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.6: ONAUKU BAY (ARAPAOA ISLAND) CONSERVATION COVENANT

11.3 Failure of Mediation

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

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

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

12. NOTICES

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

12.2 A notice given in accordance with clause 12.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

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

Executed as a Deed

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

Signature of Witness

Witness Name

Occupation

Address

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.6: ONAUKU BAY (ARAPAOA ISLAND) CONSERVATION COVENANT

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

Signature of Witness

Witness Name

Occupation

Address

5.6: ONAUKU BAY (ARAPAOA ISLAND) CONSERVATION COVENANT

SCHEDULE 1

Description of Land:

Marlborough Land District: 2.2120 hectares, more or less, being Section 1 SO 431107.

Reserve Values of Land to be protected:

To protect the landscape amenity of the indigenous vegetation. The land has a vegetative cover of mainly regenerating kanuka /manuka, with some grassland. The land forms a part of the larger western side of Arapaoa Island regenerating forest which is frequently viewed from the sea and abuts the Watering Place Reserve and Sounds Foreshore Reserve on its seaward boundary.

To preserve the historical value of the land. A significant pa site is located within the general area. Evidence of post 1900 occupation occupies most of the presently grassed areas. Wild pigs are a threat to these features and may require ongoing control.

5.6: ONAUKU BAY (ARAPAOA ISLAND) CONSERVATION COVENANT

SCHEDULE 2

Address for Service

The address for service of the Owner is:

210 Waikawa Road
Picton 7220

Po Box 340
Picton 7250

Fax: +64 3 573 5180

The address for service of the Minister is:

c/- Area Manager, Sounds Area Office
Department of Conservation
Port Marlborough Building
14 Auckland Street
PO Box 161
Picton 7250

Phone: +64 3 520 3002

Fax: +64 3 520 3003

5.6: ONAUKU BAY (ARAPAOA ISLAND) CONSERVATION COVENANT

GRANT of

Certified correct for the purposes of the
Land Transfer Act 1952

Solicitor for the Minister of
Conservation

CONSERVATION COVENANT

(Under section 77 of the Reserves
Act 1977

[]

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation

(

5.7 ANATOIA ISLANDS CONSERVATION COVENANT

Clause 5.34.6(c)

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.7: ANATOIA ISLANDS CONSERVATION COVENANT

"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"Reserve Values"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

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

2. OBJECTIVES OF THE COVENANT

- 2.1 The Land must be managed so as to preserve the Reserves Values.

3. IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
 - 3.1.1 grazing of the Land by livestock;

5.7: ANATOIA ISLANDS CONSERVATION COVENANT

- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
 - 3.1.3 the planting of any species of exotic tree, shrub or other plant;
 - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
 - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
 - 3.1.6 any cultivation, earth works or other soil disturbances;
 - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
 - 3.1.8 the damming, diverting or taking of Natural Water;
 - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.10 any other activity which might have an adverse effect on the Reserve Values;
 - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
 - 3.2.3 keep the Land free from exotic tree species;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

5.7: ANATOIA ISLANDS CONSERVATION COVENANT

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 4.1.2;

3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4. THE MINISTER'S OBLIGATION AND OTHER MATTERS

4.1 The Minister must:

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

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

4.2 The Minister may:

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

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

5. JOINT OBLIGATIONS

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

6. DURATION OF COVENANT

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

7. OBLIGATIONS ON SALE OF LAND

7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

5.7: ANATOIA ISLANDS CONSERVATION COVENANT

7.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

7.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

8. CONSENTS

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

9. MISCELLANEOUS MATTERS

9.1 Rights

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

9.2 Trespass Act

9.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

9.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

11.3 Reserves Act

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

11.4 Registration

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

11.5 Acceptance of Covenant

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

10.1 Fire

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

5.7: ANATOIA ISLANDS CONSERVATION COVENANT

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

- (a) requested to do so; or
- (b) if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

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

10. DEFAULT

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

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

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

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

10.2.1 advise the defaulting party of the default;

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

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

11. DISPUTE RESOLUTION PROCESSES

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

11.2 Mediation

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

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

5.7: ANATOIA ISLANDS CONSERVATION COVENANT

11.3 Failure of Mediation

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

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

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

12. NOTICES

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

12.2 A notice given in accordance with clause 12.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

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

Executed as a Deed

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

Signature of Witness

Witness Name

Occupation

Address

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.7: ANATOIA ISLANDS CONSERVATION COVENANT

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

Signature of Witness

Witness Name

Occupation

Address

SCHEDULE 1

Description of Land:

Marlborough Land District: Marlborough District: 0.2157 hectares, more or less, being Sections 1-6 SO 426664.

Reserve Values of Land to be protected:

To protect and enhance the natural character of the Land with particular regard to the indigenous flora and fauna. This group of steep sided islets have little vegetation most likely as a result of their steepness and erosion of soils. Separated from Arapaoa Island by water means breeding sea birds have some relief from mainland predators such as rats and stoats. The islands are used as a haul out area for a small number of seals.

To preserve the historical value of the Land. There is no sign of human modification on the Land, although there is an archaeological site on one of the larger neighbouring islets. These Islets are mentioned in Captain Cook's journals and are passed as part of a tour organised by a local historic group.

To protect the landscape amenity of the Land. Compared to the almost lush reverting vegetation on the nearby Arapaoa Island the barren nature of the islets is a stark comparison.

(

5.8 NGARURU (ARAPAOA ISLAND) CONSERVATION COVENANT

Clause 5.34.9

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.8: NGARURU (ARAPAOA ISLAND) CONSERVATION COVENANT

"Minister"	means the Minister of Conservation.
"Natural Water"	includes water contained in streams the banks of which have, from time to time, been re-aligned.
"Owner"	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
"Reserve Values"	means any or all of the Land's natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
"Working Days"	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

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

2. OBJECTIVES OF THE COVENANT

- 2.1 The Land must be managed so as to preserve the Reserves Values.

3. IMPLEMENTATION OF OBJECTIVE

- 3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:
 - 3.1.1 grazing of the Land by livestock;

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.8: NGARURU (ARAPAOA ISLAND) CONSERVATION COVENANT

- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
 - 3.1.3 the planting of any species of exotic tree, shrub or other plant;
 - 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
 - 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
 - 3.1.6 any cultivation, earth works or other soil disturbances;
 - 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
 - 3.1.8 the damming, diverting or taking of Natural Water;
 - 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;
 - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
 - 3.3.3 keep the Land free from exotic tree species;
 - 3.3.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.3.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.8: NGARURU (ARAPAOA ISLAND) CONSERVATION COVENANT

3.3.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 4.1.2;

3.3.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

4. THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

4.1 The Minister must:

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

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

4.2 The Minister may:

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

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

5. JOINT OBLIGATIONS

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

6. DURATION OF COVENANT

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

7. OBLIGATIONS ON SALE OF LAND

7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

7.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

7.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

5.8: NGARURU (ARAPAOA ISLAND) CONSERVATION COVENANT

8. CONSENTS

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

9. MISCELLANEOUS MATTERS

9.1 Rights

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

9.2 Trespass Act

9.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

9.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

9.3 Reserves Act

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

9.4 Registration

9.4.1 This Covenant must be signed by both parties and registered against the Computer freehold register to the Land.

9.5 Acceptance of Covenant

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

9.6 Fire

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

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

(a) requested to do so; or

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

9.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case

5.8: NGARURU (ARAPAOA ISLAND) CONSERVATION COVENANT

where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

10. DEFAULT

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

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

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

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

10.2.1 advise the defaulting party of the default;

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

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

11. DISPUTE RESOLUTION PROCESSES

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

11.2 Mediation

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

11.2.2 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 of the New Zealand Law Society.

11.3 Failure of Mediation

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

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.8: NGARURU (ARAPAOA ISLAND) CONSERVATION COVENANT

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

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

12. NOTICES

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

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

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

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

Executed as a Deed

SIGNED for and on behalf of)
TE ĀTIAWA O TE WAKA-A-MĀUI TRUST)
as Owner in the presence of:)

Signature of witness

Witness name:

Occupation:

Address:

5.8: NGARURU (ARAPAOA ISLAND) CONSERVATION COVENANT

SCHEDULE 1

Description of Land:

Marlborough Land District - Marlborough District

0.5783 hectares, more or less, being Section 2 SO 428534

Reserve Values to be protected:

The natural landscape amenity values of the area which sits within a wider sea to ridge line vista of regenerating native vegetation on Arapaoa Island. The bush clad landscape of the bay is very visible from the sea.

The natural environment values are represented by indigenous flora and fauna on the land. The existing native vegetation has an over story of large Manuka/Kanuka with an understory of hardwoods. The Land contains advanced native regeneration following clearing and farming many years ago.

5.8: NGARURU (ARAPAOA ISLAND) CONSERVATION COVENANT

SCHEDULE 2

Address for Service

The address for service of the owner is:

210 Waikawa Road
Picton 7220

Po Box 340
Picton 7250

Fax: +64 3 573 5180

The address for service of the Minister is:

The Area Manager
Department of Conservation
Port Marlborough Building
14 Auckland Street
P O Box 161
Picton 7250

Phone: 3 520 3002
Fax: 3 520 3003

GRANT of

Certified correct for the purposes of
the Land Transfer Act 1952

Solicitor for the Minister of Conservation

CONSERVATION COVENANT

Under section 77 of the
Reserves Act 1977

[_____]

to

MINISTER OF CONSERVATION

**Legal Services
Department of Conservation**

5.9 MOMORANGI POINT WATER EASEMENTS

Clause 5.34.13

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5.9.1 TURNER EASEMENT

(

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.9.1: TURNER EASEMENT

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Marlborough

BARCODE

Grantor

Surname must be underlined

[Insert names of trustees of Te Ātiawa o Te Waka-a-Māui Trust]

Grantee

Surname must be underlined

Rhonda Wendy Holmes TURNER

Grant* of easement or *profit à prendre* or creation or covenant

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

Dated this

day of

20

Attestation

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

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.9.1: TURNER EASEMENT

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

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

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[Solicitor for] the Grantee

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.9.1: TURNER EASEMENT

Annexure
Schedule 1

Easement instrument

Dated

Page 1 of 5 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey water	Marked "A" on SO 429183	Section 1, SO 429183	MB3A/228 and MB 3A/104

Easements rights and powers (including terms, covenants, and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers **are varied** by the provisions set out in Annexure Schedule 2.

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

5.9.1: TURNER EASEMENT

**Annexure
Schedule 2**

Easement instrument

Dated

Page 2 of 5 pages

IT IS AGREED that the Grantee shall have a right to convey water in common with the Grantor and other persons to whom the Grantor may grant similar rights, in respect of the land marked "A" on survey office plan 429183 ("Easement Land").

Access

1. The Grantee shall have a right of access along such parts of the Easement Land as are allocated for such purpose by the Grantor from time to time with or without vehicles, plant and associated equipment for the purpose of allowing the Grantee to exercise any of the rights granted under this Easement, at any time provided that:
 - (a) except in the case of emergency no such rights of access will be exercised without the prior consent of the Grantor; and
 - (b) in exercising such rights of access the Grantee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Easement Land and shall immediately reinstate the Easement Land or any improvements thereon (including restoring the surface thereof and replanting vegetation) where any damage is caused in the process of exercising the right of access; and
 - (c) if the Grantee fails within six months after the date when written notice of such damage is provided by the Grantor to the Grantee to reinstate the Easement Land and any improvements thereon (including destroying the surface thereof and replanting vegetation), the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, undertake the necessary work and recover costs for this work from the Grantee.

Repair and Maintenance

2. The cost of maintaining the Easement Land and associated equipment used for the purpose of the Easement shall be borne by all the parties benefitting from the Easement in proportion to the amount, and nature, of 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 any single party benefitting from the Easement causing damage to the Easement Land or equipment associated therewith then the cost of such maintenance and repair shall be borne by the party that caused the damage.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.9.1: TURNER EASEMENT

**Annexure
Schedule 2**

Easement instrument

Dated

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Erection of Notice etc

3. The Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Easement Land including without limitation the right to erect fences, barriers and signs and notices warning of any danger. The Grantee must obtain the Grantor's prior written consent before taking any such measures.

Grantor's Consent

4. In all cases where the prior consent or approval of the Grantor is required under this Easement such consent shall not be unreasonably withheld, delayed or granted upon unreasonable conditions.

Application for Resource Consents

5. (a) The Grantee shall be entitled from time to time to apply for any resource consents and any other statutory consents required for the purposes of the exercise of any of the Grantee's rights under this Easement in the same manner as if it were a registered proprietor of the Easement Land provided that it shall at the time of making the relevant application forward a copy to the Grantor and the Grantor shall provide, upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of cooperation. Where any relevant application would not grant, if successful, to the Grantee any additional rights or powers over and above those held by it pursuant to its existing resource consents or other statutory consents or the provisions of this Easement then the Grantor shall be obliged to not lodge any objection to such application.
- (b) Notwithstanding the provisions of clause 5(a) the Grantee will not be entitled to apply for resource consents and any other statutory consents as if it were the registered proprietor of the Easement Land if those resource consents or statutory consents relate to increasing the maximum operating levels for the storage of water on the Easement Land or relate to decreasing the minimum operating levels for storage of water on the Easement Land or relate to the extension or renewal of the Grantee's previously held resource consents or statutory consents after they lapse, expire or become reviewable. In such a situation the Grantee shall apply for the necessary resource consents and other statutory consents in its own right and the Grantor will be entitled to participate in the resource consent or statutory consent process as an independent party, and in particular, may object to the granting of those consents.

5.9.1: TURNER EASEMENT

Annexure
Schedule 2

Easement instrument Dated Page 4 of 5 pages

Equipment Property of Grantee

6. Any equipment associated with the rights under this Easement constructed or installed by the Grantee on the Easement Land, shall remain the property of the Grantee for the sole and exclusive use of the Grantee and may at any time be removed by it **PROVIDED THAT** any damage caused by such removal shall immediately be remedied by the Grantee at its cost. If within six months after the date when written notice of such damage is provided to the Grantee it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, remedy all or any of the damage and recover costs for this from the Grantee.

Minimisation of Disruption

7. The Grantee shall use all reasonable endeavours to cause as little disturbance and disruption to the carrying on of the enjoyment of the Easement Land by the Grantor although the Grantor accepts that this provision shall not prevent, restrict or hinder the Grantee from carrying out its farming or public conservation (including recreation) business in a normal manner consistent with the rights granted to it in this Easement.

No Fencing Required

8. The Grantee shall not be required to fence any of the Easement Land unless it is required by law, a condition of a resource consent or as a condition required by the Grantor when granting any consent under this Easement where such a condition would be reasonable. If the Grantee is required to fence any of the Easement Land the Grantee shall first consult and agree with the Grantor as to the form, materials and location of such fencing.

Surrender of Easement

9. The Grantee shall be entitled at any time to surrender at its own cost all of the interest granted to it pursuant to this Easement. The Grantor shall execute any easement instrument to surrender easement (or similar document) in a form acceptable to the Grantor upon request by the Grantee.

Dispute Resolution

10. (a) In the event of any dispute arising between the parties in respect of or in connection with this Easement, the parties shall, without prejudice to any other right or entitlement they may have under this Easement or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of LEADR (Lawyers Engaged in Alternative Dispute Resolution).

5.9.1: TURNER EASEMENT

**Annexure
Schedule 2**

Easement instrument Dated Page 5 of 5 pages

- (b) In the event the dispute is not resolved within twenty-eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any successor legislation. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

Notices

11. All notices and communications under this Easement shall be deemed to have been received when delivered personally, sent by prepaid post or by facsimile to such address as either party shall notify to the other from time to time.

Grantor not to interfere with Grantee's Rights

12. The Grantor shall not at any time, do, permit or suffer to be done any act whereby the rights granted to the Grantee under this Easement may be interfered with.

Grantee not to interfere with Grantor's Rights

13. The Grantee shall not at any time, do permit or suffer to be done any act whereby the rights of the Grantor may be interfered with.

Indemnity

14. (a) The Grantee shall indemnify the Grantor against all actions, suits, proceedings, claims and demands, costs, expenses, damages or loss incurred or suffered by the Grantor, or that may be brought or made against the Grantor as a direct result of the use of the Easement Land by the Grantee (or any person authorised by the Grantee) or the exercise by the Grantee of any of the rights granted by this Easement.
- (b) The Grantor shall indemnify the Grantee against all actions, suits, proceedings, claims and demands costs, expenses, damages or loss incurred or suffered by the Grantee, or that may be brought or made against the Grantee as a direct result of the use of the Easement Land by the Grantor (or any person authorised by the Grantor other than any persons entering on to the Easement Land pursuant to any statutory or regulatory power or authority).

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5.9.2 BISHELL EASEMENT

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TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.9.2: BISHELL EASEMENT

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Marlborough

BARCODE

Grantor

Surname must be underlined

[Insert names of trustees of Te Ātiawa o Te Waka-a-Māui Trust]

Grantee

Surname must be underlined

Murray David BISHELL

Grant* of easement or *profit à prendre* or creation or covenant

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

Dated this

day of

20

Attestation

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

Signed in my presence by the Grantee

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.9.2: BISHELL EASEMENT

<hr/> Signature [common seal] of Grantee	<hr/> <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address
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Certified correct for the purposes of the Land Transfer Act 1952.

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[Solicitor for] the Grantee

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.9.2: BISHELL EASEMENT

**Annexure
Schedule 1**

Easement instrument

Dated

Page 1 of 5 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey water	Marked "A" and "B" on SO 455828	Section 1, SO 429183	MB4D/1275

Easements rights and powers (including terms, covenants, and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers **are varied** by the provisions set out in Annexure Schedule 2.

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

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.9.2: BISHELL EASEMENT

**Annexure
Schedule 2**

Easement instrument

Dated

Page 2 of 5 pages

IT IS AGREED that the Grantee shall have a right to convey water in common with the Grantor and other persons to whom the Grantor may grant similar rights, in respect of the land marked "A" and "B" on survey office plan 455828 ("Easement Land").

Access

1. The Grantee shall have a right of access along such parts of the Easement Land as are allocated for such purpose by the Grantor from time to time with or without vehicles, plant and associated equipment for the purpose of allowing the Grantee to exercise any of the rights granted under this Easement, at any time provided that:
 - (a) except in the case of emergency no such rights of access will be exercised without the prior consent of the Grantor; and
 - (b) in exercising such rights of access the Grantee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Easement Land and shall immediately reinstate the Easement Land or any improvements thereon (including restoring the surface thereof and replanting vegetation) where any damage is caused in the process of exercising the right of access; and
 - (c) if the Grantee fails within six months after the date when written notice of such damage is provided by the Grantor to the Grantee to reinstate the Easement Land and any improvements thereon (including destroying the surface thereof and replanting vegetation), the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, undertake the necessary work and recover costs for this work from the Grantee.

Repair and Maintenance

2. The cost of maintaining the Easement Land and associated equipment used for the purpose of the Easement shall be borne by all the parties benefitting from the Easement in proportion to the amount, and nature, of 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 any single party benefitting from the Easement causing damage to the Easement Land or equipment associated therewith then the cost of such maintenance and repair shall be borne by the party that caused the damage.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.9.2: BISHELL EASEMENT

**Annexure
Schedule 2**

Easement instrument

Dated

Page 3 of 5 pages

Erection of Notice etc

3. The Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Easement Land including without limitation the right to erect fences, barriers and signs and notices warning of any danger. The Grantee must obtain the Grantor's prior written consent before taking any such measures.

Grantor's Consent

4. In all cases where the prior consent or approval of the Grantor is required under this Easement such consent shall not be unreasonably withheld, delayed or granted upon unreasonable conditions.

Application for Resource Consents

5. (a) The Grantee shall be entitled from time to time to apply for any resource consents and any other statutory consents required for the purposes of the exercise of any of the Grantee's rights under this Easement in the same manner as if it were a registered proprietor of the Easement Land provided that it shall at the time of making the relevant application forward a copy to the Grantor and the Grantor shall provide, upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of cooperation. Where any relevant application would not grant, if successful, to the Grantee any additional rights or powers over and above those held by it pursuant to its existing resource consents or other statutory consents or the provisions of this Easement then the Grantor shall be obliged to not lodge any objection to such application.
- (b) Notwithstanding the provisions of clause 5(a) the Grantee will not be entitled to apply for resource consents and any other statutory consents as if it were the registered proprietor of the Easement Land if those resource consents or statutory consents relate to increasing the maximum operating levels for the storage of water on the Easement Land or relate to decreasing the minimum operating levels for storage of water on the Easement Land or relate to the extension or renewal of the Grantee's previously held resource consents or statutory consents after they lapse, expire or become reviewable. In such a situation the Grantee shall apply for the necessary resource consents and other statutory consents in its own right and the Grantor will be entitled to participate in the resource consent or statutory consent process as an independent party, and in particular, may object to the granting of those consents.

5.9.2: BISHELL EASEMENT

**Annexure
Schedule 2**

Easement instrument

Dated

Page 4 of 5 pages

Equipment Property of Grantee

6. Any equipment associated with the rights under this Easement constructed or installed by the Grantee on the Easement Land, shall remain the property of the Grantee and may at any time be removed by it **PROVIDED THAT** any damage caused by such removal shall immediately be remedied by the Grantee at its cost. If within six months after the date when written notice of such damage is provided to the Grantee it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, remedy all or any of the damage and recover costs for this from the Grantee.

Minimisation of Disruption

7. The Grantee shall use all reasonable endeavours to cause as little disturbance and disruption to the carrying on of the enjoyment of the Easement Land by the Grantor although the Grantor accepts that this provision shall not prevent, restrict or hinder the Grantee from carrying out its farming or public conservation (including recreation) business in a normal manner consistent with the rights granted to it in this Easement.

No Fencing Required

8. The Grantee shall not be required to fence any of the Easement Land unless it is required by law, a condition of a resource consent or as a condition required by the Grantor when granting any consent under this Easement where such a condition would be reasonable. If the Grantee is required to fence any of the Easement Land the Grantee shall first consult and agree with the Grantor as to the form, materials and location of such fencing.

Surrender of Easement

9. The Grantee shall be entitled at any time to surrender at its own cost all of the interest granted to it pursuant to this Easement. The Grantor shall execute any easement instrument to surrender easement (or similar document) in a form acceptable to the Grantor upon request by the Grantee.

Dispute Resolution

10. (a) In the event of any dispute arising between the parties in respect of or in connection with this Easement, the parties shall, without prejudice to any other right or entitlement they may have under this Easement or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of LEADR (Lawyers Engaged in Alternative Dispute Resolution)

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.9.3 SHIPSTON EASEMENT

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.9.3: SHIPSTON EASEMENT

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Marlborough

BARCODE

Grantor

Surname must be underlined

[Insert names of trustees of Te Ātiawa o Te Waka-a-Māui Trust]

Grantee

Surname must be underlined

Barbara Doreen SHIPSTON and John Harwood SHIPSTON

Grant* of easement or *profit à prendre* or creation or covenant

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

Dated this

day of

20

Attestation

Signature [common seal]
of Grantor

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.9.3: SHIPSTON EASEMENT

<p>_____ Signature [common seal] of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p>_____ <i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
---	--

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

(

[Solicitor for] the Grantee

(

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.9.3: SHIPSTON EASEMENT

Annexure
Schedule 1

Easement instrument

Dated

Page 1 of 5 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey water	Marked "A" and "B" on SO 455828	Section 1, SO 429183	MB4D/711

Easements rights and powers (including terms, covenants, and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers **are varied** by the provisions set out in Annexure Schedule 2.

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

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.9.3: SHIPSTON EASEMENT

**Annexure
Schedule 2**

Easement instrument

Dated

Page 2 of 5 pages

IT IS AGREED that the Grantee shall have a right to convey water in common with the Grantor and other persons to whom the Grantor may grant similar rights, in respect of the land marked "A" and "B" on survey office plan 455828 ("Easement Land").

Access

1. The Grantee shall have a right of access along such parts of the Easement Land as are allocated for such purpose by the Grantor from time to time with or without vehicles, plant and associated equipment for the purpose of allowing the Grantee to exercise any of the rights granted under this Easement, at any time provided that:
 - (a) except in the case of emergency no such rights of access will be exercised without the prior consent of the Grantor; and
 - (b) in exercising such rights of access the Grantee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Easement Land and shall immediately reinstate the Easement Land or any improvements thereon (including restoring the surface thereof and replanting vegetation) where any damage is caused in the process of exercising the right of access; and
 - (c) if the Grantee fails within six months after the date when written notice of such damage is provided by the Grantor to the Grantee to reinstate the Easement Land and any improvements thereon (including destroying the surface thereof and replanting vegetation), the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, undertake the necessary work and recover costs for this work from the Grantee.

Repair and Maintenance

2. The cost of maintaining the Easement Land and associated equipment used for the purpose of the Easement shall be borne by all the parties benefitting from the Easement in proportion to the amount, and nature, of 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 any single party benefitting from the Easement causing damage to the Easement Land or equipment associated therewith then the cost of such maintenance and repair shall be borne by the party that caused the damage.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.9.3: SHIPSTON EASEMENT

**Annexure
Schedule 2**

Easement instrument

Dated

Page 3 of 5 pages

Erection of Notice, etc.

3. The Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Easement Land including without limitation the right to erect fences, barriers and signs and notices warning of any danger. The Grantee must obtain the Grantor's prior written consent before taking any such measures.

Grantor's Consent

4. In all cases where the prior consent or approval of the Grantor is required under this Easement such consent shall not be unreasonably withheld, delayed or granted upon unreasonable conditions.

Application for Resource Consents

5. (a) The Grantee shall be entitled from time to time to apply for any resource consents and any other statutory consents required for the purposes of the exercise of any of the Grantee's rights under this Easement in the same manner as if it were a registered proprietor of the Easement Land provided that it shall at the time of making the relevant application forward a copy to the Grantor and the Grantor shall provide, upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of cooperation. Where any relevant application would not grant, if successful, to the Grantee any additional rights or powers over and above those held by it pursuant to its existing resource consents or other statutory consents or the provisions of this Easement then the Grantor shall be obliged to not lodge any objection to such application.
- (b) Notwithstanding the provisions of clause 5(a) the Grantee will not be entitled to apply for resource consents and any other statutory consents as if it were the registered proprietor of the Easement Land if those resource consents or statutory consents relate to increasing the maximum operating levels for the storage of water on the Easement Land or relate to decreasing the minimum operating levels for storage of water on the Easement Land or relate to the extension or renewal of the Grantee's previously held resource consents or statutory consents after they lapse, expire or become reviewable. In such a situation the Grantee shall apply for the necessary resource consents and other statutory consents in its own right and the Grantor will be entitled to participate in the resource consent or statutory consent process as an independent party, and in particular, may object to the granting of those consents.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.9.3: SHIPSTON EASEMENT

**Annexure
Schedule 2**

Easement instrument Dated Page 4 of 5 pages

Equipment Property of Grantee

6. Any equipment associated with the rights under this Easement constructed or installed by the Grantee on the Easement Land, shall remain the property of the Grantee and may at any time be removed by it **PROVIDED THAT** any damage caused by such removal shall immediately be remedied by the Grantee at its cost. If within six months after the date when written notice of such damage is provided to the Grantee it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, remedy all or any of the damage and recover costs for this from the Grantee.

Minimisation of Disruption

7. The Grantee shall use all reasonable endeavours to cause as little disturbance and disruption to the carrying on of the enjoyment of the Easement Land by the Grantor although the Grantor accepts that this provision shall not prevent, restrict or hinder the Grantee from carrying out its farming or public conservation (including recreation) business in a normal manner consistent with the rights granted to it in this Easement.

No Fencing Required

8. The Grantee shall not be required to fence any of the Easement Land unless it is required by law, a condition of a resource consent or as a condition required by the Grantor when granting any consent under this Easement where such a condition would be reasonable. If the Grantee is required to fence any of the Easement Land the Grantee shall first consult and agree with the Grantor as to the form, materials and location of such fencing.

Surrender of Easement

9. The Grantee shall be entitled at any time to surrender at its own cost all of the interest granted to it pursuant to this Easement. The Grantor shall execute any easement instrument to surrender easement (or similar document) in a form acceptable to the Grantor upon request by the Grantee.

Dispute Resolution

10. (a) In the event of any dispute arising between the parties in respect of or in connection with this Easement, the parties shall, without prejudice to any other right or entitlement they may have under this Easement or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of LEADR (Lawyers Engaged in Alternative Dispute Resolution).

**TE ĀTIWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.9.4 DEPARTMENT OF CONSERVATION EASEMENT

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.9.4: DEPARTMENT OF CONSERVATION EASEMENT

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Marlborough

BARCODE

Grantor

Surname must be underlined

[Insert names of trustees of Te Ātiawa o Te Waka-a-Māui Trust]

Grantee

Surname must be underlined

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the **MINISTER OF CONSERVATION**

Grant* of easement or *profit à prendre* or creation or covenant

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

Dated this

day of

20

Attestation

Signature [common seal]
of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

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

[Solicitor for] the Grantee

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.9.4: DEPARTMENT OF CONSERVATION EASEMENT

**Annexure
Schedule 1**

Easement instrument

Dated

Page 1 of 5 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to convey water	Marked "B" on SO 455828	Section 1, SO 429183	In gross

Easements rights and powers (including terms, covenants, and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers **are varied** by the provisions set out in Annexure Schedule 2.

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

5.9.4: DEPARTMENT OF CONSERVATION EASEMENT

**Annexure
Schedule 2**

Easement instrument

Dated

Page 2 of 5 pages

IT IS AGREED that the Grantee shall have a right to convey water in common with the Grantor and other persons to whom the Grantor may grant similar rights, in respect of the land marked "B" on survey office plan 455828 ("Easement Land"), being an easement in gross.

Access

1. The Grantee shall have a right of access along such parts of the Easement Land as are allocated for such purpose by the Grantor from time to time with or without vehicles, plant and associated equipment for the purpose of allowing the Grantee to exercise any of the rights granted under this Easement, at any time provided that:
 - (a) except in the case of emergency no such rights of access will be exercised without the prior consent of the Grantor; and
 - (b) in exercising such rights of access the Grantee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Easement Land and shall immediately reinstate the Easement Land or any improvements thereon (including restoring the surface thereof and replanting vegetation) where any damage is caused in the process of exercising the right of access; and
 - (c) if the Grantee fails within six months after the date when written notice of such damage is provided by the Grantor to the Grantee to reinstate the Easement Land and any improvements thereon (including destroying the surface thereof and replanting vegetation), the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, undertake the necessary work and recover costs for this work from the Grantee.

Repair and Maintenance

2. The cost of maintaining the Easement Land and associated equipment used for the purpose of the Easement shall be borne by all the parties benefitting from the Easement in proportion to the amount, and nature, of 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 any single party benefitting from the Easement causing damage to the Easement Land or equipment associated therewith then the cost of such maintenance and repair shall be borne by the party that caused the damage.

Erection of Notice, etc.

3. The Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Easement Land including without limitation the right to erect fences, barriers and signs and notices warning of any danger. The Grantee must obtain the Grantor's prior written consent before taking any such measures.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.9.4: DEPARTMENT OF CONSERVATION EASEMENT

**Annexure
Schedule 2**

Easement instrument

Dated

Page 3 of 5 pages

Grantor's Consent

4. In all cases where the prior consent or approval of the Grantor is required under this Easement such consent shall not be unreasonably withheld, delayed or granted upon unreasonable conditions.

Application for Resource Consents

5. (a) The Grantee shall be entitled from time to time to apply for any resource consents and any other statutory consents required for the purposes of the exercise of any of the Grantee's rights under this Easement in the same manner as if it were a registered proprietor of the Easement Land provided that it shall at the time of making the relevant application forward a copy to the Grantor and the Grantor shall provide, upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of cooperation. Where any relevant application would not grant, if successful, to the Grantee any additional rights or powers over and above those held by it pursuant to its existing resource consents or other statutory consents or the provisions of this Easement then the Grantor shall be obliged to not lodge any objection to such application.
- (b) Notwithstanding the provisions of clause 5(a) the Grantee will not be entitled to apply for resource consents and any other statutory consents as if it were the registered proprietor of the Easement Land if those resource consents or statutory consents relate to increasing the maximum operating levels for the storage of water on the Easement Land or relate to decreasing the minimum operating levels for storage of water on the Easement Land or relate to the extension or renewal of the Grantee's previously held resource consents or statutory consents after they lapse, expire or become reviewable. In such a situation the Grantee shall apply for the necessary resource consents and other statutory consents in its own right and the Grantor will be entitled to participate in the resource consent or statutory consent process as an independent party, and in particular, may object to the granting of those consents.

Equipment Property of Grantee

6. Any equipment associated with the rights under this Easement constructed or installed by the Grantee on the Easement Land, shall remain the property of the Grantee and may at any time be removed by it **PROVIDED THAT** any damage caused by such removal shall immediately be remedied by the Grantee at its cost. If within six months after the date when written notice of such damage is provided to the Grantee it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one month's written notice of its intention to do so, remedy all or any of the damage and recover costs for this from the Grantee.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.9.4: DEPARTMENT OF CONSERVATION EASEMENT

**Annexure
Schedule 2**

Easement instrument

Dated

Page 5 of 5 pages

Notices

11. All notices and communications under this Easement shall be deemed to have been received when delivered personally, sent by prepaid post or by facsimile to such address as either party shall notify to the other from time to time.

Grantor not to interfere with Grantee's Rights

12. The Grantor shall not at any time, do, permit or suffer to be done any act whereby the rights granted to the Grantee under this Easement may be interfered with.

Grantee not to interfere with Grantor's Rights

13. The Grantee shall not at any time, do permit or suffer to be done any act whereby the rights of the Grantor may be interfered with.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.10.3 RIGHT OF WAY EASEMENT OVER AREA "A"

5.10 TAPU BAY (MOTUEKA) RIGHT OF WAY EASEMENTS

Clause [to insert]

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

5.10.1: RIGHT OF WAY EASEMENT OVER AREA "A"

(

5.10.1 RIGHT OF WAY EASEMENT OVER AREA "A"

(

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.10.1: RIGHT OF WAY EASEMENT OVER AREA "A"

Form B

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

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

Grantor

[insert names of the trustees of TE ATIAWA O TE-WAKA-A-MAUI TRUST]

Grantee

[insert names of the trustees of TE ATIAWA O TE-WAKA-A-MAUI TRUST]

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	A on OTS-202-142. Subject to survey	Section 1 on OTS-202-142. Subject to survey	Sections 2 and 3 on OTS-202-142. Subject to survey

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.10.1: RIGHT OF WAY EASEMENT OVER AREA "A"

Form B - continued

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

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

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

All rights and powers and the implied rights and powers are hereby substituted by ~~[varied] [negatived] [added to] or [substituted]~~ by:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[the provisions set out in Annexure Schedule _____]

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

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

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule _____]

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

(

5.10.2 RIGHT OF WAY EASEMENT OVER AREA "B"

(

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

RIGHT OF WAY OVER EASEMENT AREA "B"

Form B

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

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

Grantor

[insert names of the trustees of TE ATIAWA O TE-WAKA-A-MAUI TRUST]

Grantee

[insert names of the trustees of TE ATIAWA O TE-WAKA-A-MAUI TRUST]

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	B on OTS-202-142. Subject to survey	Section 2 on OTS-202-142. Subject to survey	Sections 1 and 3 on OTS-202-142. Subject to survey

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

RIGHT OF WAY OVER EASEMENT AREA "B"

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

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

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

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

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[the provisions set out in Annexure Schedule _____]

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

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

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule _____]

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

(

5.10.3 RIGHT OF WAY EASEMENT OVER AREAS "C" AND "D"

(

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

5.10.3 RIGHT OF WAY EASEMENT OVER AREAS "C" AND "D"]

Form B

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

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

Grantor

[insert names of the trustees of TE ĀTIAWA O TE-WAKA-A-MAUI TRUST]

Grantee

[insert names of the trustees of TE ĀTIAWA O TE-WAKA-A-MAUI TRUST]

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	C on OTS-202-142 Subject to survey	Section 3 on OTS-202- 142 Subject to survey	Sections 1 and 2 on OTS-202-142 Subject to survey
Right of Way	D on OTS-202-142 Subject to survey	Section 3 on OTS-202-142 Subject to survey	Section 2 on OTS-202-142. Subject to survey

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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5.10.3 RIGHT OF WAY EASEMENT OVER AREAS "C" AND "D"]

Form B - continued

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

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

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

All rights and powers and the implied rights and powers are hereby substituted by **[varied] [negatived] [added to] or [substituted]** by:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[the provisions set out in Annexure Schedule ____]

Covenant provisions

Delete phrases in [] and insert Memorandum number as required; continue in additional Annexure Schedule, if required

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

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule ____]

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6. LEASES FOR LEASEBACK PROPERTIES

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**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

6.1 LEASE FOR GOLDEN BAY HIGH SCHOOL

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.1: LEASE FOR GOLDEN BAY HIGH SCHOOL

WITHOUT PREJUDICE and SUBJECT TO APPROVAL BY MINISTER
Draft as at 29 September 2011

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

MEMORANDUM OF LEASE dated []

LESSOR [THE TRUSTEES OF TE ĀTIAWA O TE WAKA-A-MĀUI TRUST and NGATI
TAMA KI TE WAIPOUNAMU TRUST]

LESSEE HER MAJESTY THE QUEEN acting by and through the Secretary for Education

- A The purpose of this Lease is to give effect to the signed Deeds of Settlement between Te Ātiawa o Te Waka-a-Māui, Te Ātiawa o Te Waka-a-Māui Trust and the Crown and Ngati Tama ki Te Tau Ihu, Ngati Tama ki Te Waipounamu Trust and the Crown, under which the parties agreed to sell the Land to the trustees of the Te Ātiawa o Te Waka-a-Māui Trust and the trustees of the Ngati Tama ki Te Waipounamu Trust as tenants in common, each holding a one-half share, and lease it back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

[SIGNED on behalf of the Lessor by]

[SIGNED on behalf of the Lessee by]

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

6.1: LEASE FOR GOLDEN BAY HIGH SCHOOL

SCHEDULE A

ITEM 1 THE LAND

Part Lot 4 Section G Takaka District comprising 0.1720 hectares, more or less, as described in CFR NL 157/83 and Part Lot 4 Section G Takaka District comprising 0.7479 hectares, more or less, as described in Proclamation 2109, but excluding Lessee's Improvements.

ITEM 2 START DATE

[Insert start date].

ITEM 3 ANNUAL RENT

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

ITEM 4 TERM OF LEASE

21 Years.

ITEM 5 LESSEE OUTGOINGS

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

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

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

5.4 Maintenance of car parking areas.

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

ITEM 6 PERMITTED USE

The Permitted Use referred to in clause 9.

ITEM 7 RIGHT OF RENEWAL

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

ITEM 8 RENT REVIEW DATES

[Date] and 7 yearly after that Date.

ITEM 9 LESSEE'S IMPROVEMENTS

As defined in clause 1.9 and including the following existing improvements: [List all existing buildings and improvements on the Land together with all playing

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6.1: LEASE FOR GOLDEN BAY HIGH SCHOOL

SCHEDULE B

1 Definitions

1.1 The term "**Lessor**" includes and binds:

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

1.2 The term "**Lessee**" includes and binds:

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

1.3 "**Business Day**" means a day that is not:

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (d) the days observed as the anniversaries of the provinces of Nelson and Wellington.

1.4 "**Crown**" has the meaning given in section 2(1) of the Public Finance Act 1989.

1.5 "**Crown Body**" means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and
- (c) the New Zealand Railways Corporation; and
- (d) a company or body that is wholly owned or controlled by one or more of the following:
 - (i) the Crown;
 - (ii) a Crown entity;
 - (iii) a State enterprise;

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- (iv) the New Zealand Railways Corporation; and
 - (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).
- 1.6 **"Department"** has the meaning given in section 2 of the Public Finance Act 1989.
- 1.7 **"Education Purposes"** means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 **"Legislation"** means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.9 **"Lessee's Improvements"** means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.10 **"Lessee's property"** includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 **"Maintenance"** includes repair.
- 1.12 **"Public Work"** has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 **"Sublet"** and **"Sublease"** include the granting of a licence to occupy the Land or part of it.

2 Payment of Annual Rent

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

3 Rent Review

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

- 3.1 At each rent review the Annual Rent will be calculated at 6.25% of the value calculated at the midpoint between the Current Market Value of the Land as a School Site set out in clause 3.2 and the Nominal Value as set out in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1 above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.

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- 3.3 The highest and best use referred to in clause 3.2 is to be based on the zoning for the Land in force at the beginning of that Term.
- 3.4 The Nominal value is:
- (a) for the first Rent Review Date: a value based on 4% growth per annum of the Transfer Value of the Land
 - (b) for subsequent Rent Review Dates: a value based on 4% growth per annum of the reset value fixed under clause 3.1 above.
- 3.5 The rent review process will be as follows:
- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.
 - (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
 - (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must be supported by a registered valuer's certificate.
 - (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
 - (e) The parties must try to agree on a new Annual Rent.
 - (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
 - (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration in accordance with clause 31; or
 - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
 - (g) Within 10 Business Days of the agreement referred to in subclause (f)(ii) each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
 - (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an

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umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.

- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date. Any shortfall in, or overpayment of, Annual Rent from the Rent Review Date until the date of agreement or determination of that rent shall be paid by the Lessee or, as the case may be, repaid by the Lessor within 10 Business Days of that agreement or determination.
- (m) The rent review provisions may be varied by the parties by agreement and must be recorded in a variation of this Lease.

4 Payment of Lessee Outgoings

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

5 Valuation Roll

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

6 Utility Charges

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

7 Goods and Services Tax

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

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8 Interest

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may, without prejudice to the Lessor's other rights and remedies, charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

9 Permitted Use of Land

9.1 The Land may be used for:

- (a) Education Purposes; and/or
- (b) any other Public Work, including any lawful secondary or incidental use, PROVIDED THAT any such Public Work or use is:
 - (i) required for wider social and health initiatives that complement the school; and
 - (j) compatible with the core use of the Land as a school site.

10 Designation

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease. The Lessor may specify in writing no less than three (3) months prior to the expiry of the Lease that a change of any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land is required, and the Lessee shall be obliged to obtain any such change.

11 Compliance with Law

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

12 Hazards

- 12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.
- 12.2 Subject to clause 13.1, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible. The Lessee must notify the Lessor of any such event without delay.

13 Damage or Destruction

- 13.1 If as the result of a natural event the Land is destroyed, altered or damaged so significantly that it is no longer suitable for the Permitted Use, then the Term will

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immediately terminate, provided that any termination under this clause will be without prejudice to the rights of either party against the other.

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

14 Contamination

- 14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.
- 14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.
- 14.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

15 Easements

- 15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights. Any reasonable costs incurred by or on behalf of the Lessor in attending to the matters provided for in this clause 15.1 shall be met by the Lessee.
- 15.2 The Lessee must take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.
- 15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.
- 15.4 When the Lease ends the Lessee must transfer to the Lessor for nil consideration any consent, permit, use right or any other right to take water from the Land (whether such water is located on the surface of the Land or underneath it).

16 Lessee's Improvements

- 16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the Land will remain unaffected by the sale of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.
- 16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's

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Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.

- 16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.
- 16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.
- 16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- 16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.
- 16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

17 Rubbish Removal

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

18 Signs

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

19 Insurance

- 19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.
- 19.2 The Lessee must ensure that any third party which is not a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

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20 Fencing

- 20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.
- 20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

21 Quiet Enjoyment

- 21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.
- 21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

22 Assignment

- 22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:
- (a) any Department or Crown Body; or
 - (b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).
- 22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).
- 22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.
- 22.4 If the Lessee proposes to enter into any assignment in which the Land will no longer be used for Education Purposes, the Lessor may, as a precondition to the grant of its consent, require the assignee to renegotiate in good faith the provisions of this Lease.

23 Subletting

- 23.1 Provided that the Land continues to be used for the Permitted Use, the Lessee has the right to sublet its interest under the Lease without the Lessor's consent to:
- (a) any Department or Crown Body; or
 - (b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).
- 23.2 If the Lessee wishes to sublet the Lease to any party which is not a Permitted Use it must first seek the Lessor's consent (which will not be unreasonably withheld).

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24 Occupancy by School Board of Trustees

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

25 Lessee Break Option

- 25.1 Subject to clause 25.2, the Lessee may at any time end this Lease by giving not less than 6 months notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.
- 25.2 For the initial term only, if the leases for more than 25% of the school sites or more than one school site, whichever is the greater, held or previously held with each Lessor, have been ended by the Lessee at the date of the notice in writing in clause 25.1, then the Lessee will pay a further 24 months rent to the relevant Lessor in addition to the 12 months specified in clause 25.1.

26 Breach

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

27 Notice of Breach

- 27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:
- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
 - (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
 - (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

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27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

28 Renewal

28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed in perpetuity every 21 years beginning with the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the current Lease Term that it does not wish the Lease to be renewed.

28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of renewal, provided that either party may initiate the rent review process in accordance with clause 3.

29 Right of First Refusal for Lessor's Interest

29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must within a reasonable time give written notice (Lessor's Notice) to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.

29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor (Lessee's Notice) accepting the offer contained in the Lessor's Notice.

29.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.

29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1–29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.

29.5 The Lessor may dispose of the Lessor's interest in the Land:

- (a) to a wholly owned subsidiary of the Lessor;
- (b) to a successor in title to the Lessor following its restructure, reorganisation or dissolution; or
- (c) from one joint lessor to the other joint lessor,

and in any case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

6.1: LEASE FOR GOLDEN BAY HIGH SCHOOL

30 Entire Agreement

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

31 Disputes

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

32 Service of Notices

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

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

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

Te Ātiawa o Te Waka-a-Māui Trust
Ngati Tama ki Te Waipounamu Trust
c/- WHK Limited
PO Box 10
NELSON 7040

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

33 Registration of Lease

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

34 Costs

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

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

6.1: LEASE FOR GOLDEN BAY HIGH SCHOOL

LESSOR:

**[THE TRUSTEES OF THE TE ATIAWA O TE WAKA-A-MAUI TRUST and NGATI TAMA KI
TE WAIPOUNAMU TRUST]**

LESSEE:

HER MAJESTY THE QUEEN
acting by and through the Secretary for Education

(

MEMORANDUM OF LEASE

(

THE SECRETARY FOR EDUCATION
MINISTRY OF EDUCATION
NATIONAL OFFICE
WELLINGTON

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

6.2 LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

DEED OF LEASE

DATED

20

PARTIES

1. [THE TRUSTEES OF NGĀTI RARUA SETTLEMENT TRUST AND TE ĀTIAWA O TE WAKA-A-MĀUI TRUST] (Lessor)
2. HER MAJESTY THE QUEEN
acting by and through the Department of Corrections (Lessee)

BACKGROUND

- A. The Lessor is the owner of the Premises.
- B. The Lessor has agreed to lease the Premises to the Lessee and the Lessee has agreed to take the Premises on lease.

THIS DEED RECORDS THAT:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions:** In this lease, unless the context indicates otherwise:

Annual Rent means the annual rent set out in the First Schedule subject to changes resulting from the Lessor's exercise of any right to review the annual rent;

Authority means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the Premises or their use;

Building means the building and other improvements described in the First Schedule and includes:

- (a) **Any Part:** any part of the building and improvements;
- (b) **Fixtures and Fittings:** all plant, machinery, equipment, fixtures and fittings of the Lessor from time to time on, in or forming part of the building or improvements; and
- (c) **Alterations:** any extensions, alterations or repairs to the building or improvements;

Government Agency includes any department or instrument of the Executive Government of New Zealand and includes:

- (a) a body corporate or corporation sole (whether called a corporation, commission, council, board, authority or by any other name) that has been established or constituted by a public Act of Parliament and that is named in that Act;
- (b) a body corporate or organisation that is controlled or wholly owned by the Crown or by any such Department, institution, instrument, body corporate, corporation sole or organisation; and
- (c) a Crown entity within the meaning of the Crown Entities Act 2004.

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

GST means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution for that tax;

Insured Risks means loss, damage or destruction resulting from fire, flood, explosion, lightning, storm, earthquake and volcanic activity and any other risks which the Lessor reasonably requires to be insured against (or has covenanted with the Lessee to be insured against);

Land means the land described in the First Schedule;

Lessee means Her Majesty the Queen in any capacity and includes:

- (a) **Permitted Assigns:** the Lessee's permitted assigns;
- (b) **Agents:** the Lessee's agents, employees, contractors and invitees;
- (c) **Persons Under Control:** any person in the Premises under the Lessee's control or direction; and
- (d) **Successors:** the Lessee's successors;

Lessee's Improvements means the Lessee's property situated in or on the Premises and includes the Lessee's non-structural internal partitions, built-in furniture, blinds, curtains, shelving, signs, security devices and all equipment and plant owned by the Lessee and includes the Lessee's Improvements listed in the Third Schedule;

Lessor means [] and includes:

- (a) **Assigns:** the Lessor's assigns;
- (b) **Agents:** the Lessor's employees, contractors and agents; and
- (c) **Successors:** the Lessor's successors;

Lessor's Fixtures means the Lessor's fixtures, fittings, plant and equipment and includes the Lessor's Fixtures set out in the Second Schedule;

Month means a calendar month;

Outgoings means the Lessor's costs, expenses and charges properly or reasonably assessed or assessable in relation to:

- (a) **Building:** the Building;
- (b) **Control of Building:** the control, management and maintenance of the Building; and
- (c) **Use of Building:** the use or occupation of the Building;

but excludes costs, expenses or charges which are the direct and exclusive responsibility of the Lessor or the Lessee or any other occupier of the Building, and Outgoing means any one of those costs, expenses or charges;

Premises means the Building and the Land and includes the Lessor's Fixtures but excludes the Lessee's Improvements;

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

Service Centre means a facility to provide the administrative offices for the community probation service managed by the Lessee (or any similar service operated in addition to, or substitution for a community probation service), which may include a Community Work Centre established under section 30 of the Corrections Act 2004;

Service Manager means the Lessee's agent responsible for the management of the Service Centre;

Services means fire detection or protection systems, security systems, air conditioning systems, lifts, water, gas, electrical, plumbing and drainage installations and systems, traffic control systems for carparking areas and any other systems and services in, on or serving the Premises;

Structural Repairs means repairs, maintenance or renovations to the foundations, floors, columns, beams, trusses, roof and exterior wall claddings, gutters, downpipes and drains of the Building;

Term means the term of this lease and includes the Initial Term and (if this lease is renewed) the Renewal Term and (if this lease is further renewed) any further Renewal Term(s);

Utilities means all utility and other services connected and/or supplied to the Premises, including water, sewage, drainage, electricity, gas, telephone, telecommunications, cleaning, toiletries and rubbish collection; and

Working Day has the meaning given to it in the Property Law Act 2007.

1.2 Interpretation: In this lease, unless the context indicates otherwise:

1.2.1 **Building Act Terms:** the terms **Building Work, Compliance Schedule, Code Compliance Certificate, Specified Systems** and **Warrant of Fitness** have the meanings given to those terms in the Building Act 2004;

1.2.2 **Defined Expressions:** expressions defined in the main body of this lease have the defined meaning throughout this lease, including the background and schedules;

1.2.3 **First Schedule Terms:** the terms **Commencement Date, Default Interest Rate, Final Expiry Date, Lessee's Percentage, Permitted Use, Rent Payment Date(s), Rent Review Date(s), Initial Term** and **Termination Date**, together with the other terms specified in the First Schedule, will be interpreted by reference to the First Schedule;

1.2.4 **Headings:** clause and other headings are for ease of reference only and will not affect this lease's interpretation;

1.2.5 **Joint and Several Obligations:** where two or more persons are bound by a provision in this lease, that provision will bind those persons jointly and each of them severally;

1.2.6 **Parties:** references to any **party** are references to parties to this lease and include that party's executors, administrators, successors and permitted assigns;

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

- 1.2.7 **Persons:** references to a **person** include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having separate legal identity;
- 1.2.8 **Plural and Singular:** references to the singular include the plural and vice versa;
- 1.2.9 **Clauses/Schedules/Attachments:** references to clauses, schedules and attachments are to clauses in, and the schedules and attachments to, this lease. Each such schedule and attachment forms part of this lease;
- 1.2.10 **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- 1.2.11 **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- 1.2.12 **Inclusive Expressions:** the term **includes** or **including** (or any similar expression) is deemed to be followed by the words **without limitation**; and
- 1.2.13 **Documents:** references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

2. GRANT OF LEASE

- 2.1 **Lease of Premises:** The Lessor leases the Premises to the Lessee and the Lessee takes the Premises on lease for the **Initial Term** beginning on the **Commencement Date** and ending on the **Termination Date** at the **Annual Rent** as specified in the **First Schedule**.
- 2.2 **Ancillary Rights:** The Lessor grants to the Lessee the rights to use the Lessor's **Fixtures**.

3. RIGHT OF RENEWAL

3.1 **Preconditions:** If:

- 3.1.1 **Written Notice:** at least three months before the **Termination Date**, the Lessee gives the Lessor written notice of the Lessee's wish to renew this lease; and
- 3.1.2 **Compliance by Lessee:** the Lessee has complied with all of the Lessee's obligations under this lease;

then the Lessor will renew this lease at the Lessee's cost for the **Renewal Term** beginning on the day following the **Termination Date**.

3.2 **Rent on Renewal:** Subject to clause 3.4, the **Annual Rent** payable from the beginning of each **Renewal Term** will be:

- 3.2.1 **Current Market Rent:** the current market rent of the Premises at the beginning of the relevant **Renewal Term**; and

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

3.2.2 **Determined as if Rent Review:** determined using the terms of this lease relating to rent reviews as if the commencement date of the relevant Renewal Term were a Rent Review Date.

3.3 **Terms of Renewed Lease:** The renewed lease will be on the same terms as this lease but will exclude this present term for renewal unless further Renewal Term(s) are specified in the First Schedule. If so, the renewed lease will contain rights to renew for those further Renewal Term(s) to the same effect as clauses 3.1 to 4.1 (inclusive). The Term must never expire later than the Final Expiry Date.

3.4 **Reviews of Rent:** The Annual Rent payable during each Renewal Term will be subject to review on the Rent Review Date(s).

4. HOLDING OVER

4.1 **Holding Over:** If, other than under a grant of a further lease, the Lessor permits the Lessee to remain in occupation of the Premises after the expiry or earlier termination of the Term, the occupation will be a periodic tenancy only, determinable by 20 Working Days notice by either the Lessor or the Lessee to the other of them, at the rent then payable and otherwise on the same terms and conditions (as far as applicable to a periodic tenancy) as are contained in this lease.

5. RENT

5.1 The Lessee must pay:

5.1.1 **Annual Rent:** the Annual Rent by equal monthly payments in advance on the Rent Payment Dates;

5.1.2 **Monthly Payments:** the first monthly payment of the Annual Rent on the Commencement Date;

5.1.3 **No Deductions or Set-Off:** all rent and other money payable by the Lessee under this lease to the Lessor without any deduction or set-off; and

5.1.4 **Method:** all payments of rent by direct bank payment or as the Lessor may direct.

6. RENT REVIEW

6.1 **Process:** The Annual Rent is subject to review on the Rent Review Dates using the process set out in clauses 6.2 to 6.9 (inclusive).

6.2 **Lessor's Notice:** The Lessor may in the period of three months before each Rent Review Date give written notice to the Lessee (Lessor's Notice) setting out the Lessor's assessment of the current market rent of the Premises on that particular Rent Review Date.

6.3 **Lessee's Notice:** The Lessee may within 20 Working Days of receiving the Lessor's Notice (time being of the essence) by written notice to the Lessor (Lessee's Notice) dispute the current market rent set out in the Lessor's Notice. The Lessee's Notice must state the Lessee's assessment of the current market rent of the Premises on that particular Rent Review Date. If the Lessee does not give a Lessee's Notice, the Lessee will be taken to have accepted the current market rent set out in the Lessor's Notice.

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

- 6.4 **Resolution of Disputes:** If the Lessee gives a Lessee's Notice, the Lessor and the Lessee must enter into negotiations to resolve the dispute. If the Lessor and the Lessee do not reach agreement within 20 Working Days after the date of service of the Lessee's Notice, then the following terms will apply:
- 6.4.1 **Appointment of Valuer:** the Lessor and the Lessee must within 10 Working Days after the expiry of the 10 Working Day negotiation period each appoint a registered valuer who is an associate member of The Property Institute of New Zealand Inc.;
- 6.4.2 **Joint Determination:** the valuers appointed under clause 6.4(a) will jointly determine the current market rent of the Premises;
- 6.4.3 **Sole Determination:** if either party fails to appoint a valuer under clause 6.4(a), the valuer appointed by the other party will determine the current market rent alone;
- 6.4.4 **Appointment of Umpire:** before determining the rent, the valuers must jointly appoint an umpire and obtain the umpire's written acceptance of appointment;
- 6.4.5 **Umpire Not Appointed:** if within 10 Working Days of the date of their appointment the valuers:
- (a) fail to appoint an umpire; or
 - (b) cannot agree on an umpire;
- then either party may ask the president of The Property Institute of New Zealand Inc. to appoint an umpire and obtain the umpire's written acceptance of appointment;
- 6.4.6 **Determination by Valuers:** the appointed valuers (or the sole valuer, if clause 6.4(c) applies) will:
- (a) jointly determine the current market rent of the Premises on that particular Rent Review Date within 20 Working Days of the date of their appointment; and
 - (b) act as experts and not as arbitrators;
- 6.4.7 **Determination by Umpire:** if the valuers cannot agree on the current market rent of the Premises within 20 Working Days of their appointment or within any extended time agreed by the parties, then the umpire will determine the current market rent;
- 6.4.8 **Directions to Valuers or Umpire:** in determining the current market rent the valuers or the umpire must:
- (a) have regard to current market rents payable at the relevant Rent Review Date in respect of comparable premises of similar quality and location to the Premises;
 - (b) have regard to the terms of this lease;

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

- (c) determine the current market rent of the Premises at the relevant Rent Review Date as if the Term began on that date;
- (d) consider any uses for which the Premises may be lawfully used and disregard any restrictions on use imposed by this lease;
- (e) disregard the value of the Lessee's Improvements, that part of the Term which has expired and any restriction on the Lessee's right to assign or transfer this lease or sublease the Premises; and
- (f) disregard any defect in the Premises resulting from the Lessee's breach of any of the terms of this lease; and

6.4.9 Costs of Determination: all costs of the determination of the current market rent of the Premises by the valuers or the umpire will be borne as follows:

- (a) if the current market rent as determined is either equal to or greater than the rent specified in the Lessor's Notice, by the Lessee;
- (b) if the current market rent as determined is either equal to or less than the rent specified in the Lessee's Notice, by the Lessor;
- (c) if the valuers or the umpire determine that one of the parties should bear all of the costs, or a proportion of the costs greater than one half, due to that party's impropriety, lack of cooperation or unreasonable conduct, then the parties must pay the costs in the proportions so specified; or
- (d) in all other cases, by the Lessor and the Lessee equally.

6.5 Rent Pending Review: From the relevant Rent Review Date until the date of determination of the current market rent, the Lessee must pay the rent payable by the Lessee immediately before the relevant Rent Review Date.

6.6 Lessor's Notice Late: If the Lessor fails to serve the Lessor's Notice on the Lessee before any Rent Review Date, the Lessor will not forfeit the right to review the Annual Rent. If the Lessor serves the Lessor's Notice later than the relevant Rent Review Date, that notice whenever given will have the same force as if it were served before that Rent Review Date. In that case, the reviewed Annual Rent will be payable from the date of service of the Lessor's Notice.

6.7 Deed of Variation: The parties will sign a deed of variation prepared by the Lessor's solicitor(s) recording the reviewed Annual Rent.

6.8 Moratorium on Rent: If a statute, regulation, order or other lawful requirement imposing a rent moratorium or freeze has the effect of:

6.8.1 Delaying Review: delaying any periodic review of the Annual Rent under this lease; or

6.8.2 Delaying Increase: delaying the start of the payment of an increased Annual Rent which would be payable after a review of the Annual Rent;

the Lessor may elect to carry out the review by postponing the relevant Rent Review Date to a day on or after which the rent moratorium or freeze ceases to apply to this

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

lease. The new Annual Rent will be established at and payable from that postponed Rent Review Date. The postponement of a Rent Review Date under this clause will not prevent a review of the Annual Rent taking place on the next Rent Review Date or otherwise postpone that next Rent Review Date.

6.9 **Excess and Shortfall:** If the new Annual Rent (after a review under this section):

6.9.1 **Shortfall:** is more than the rent actually paid by the Lessee from the relevant Rent Review Date to the date of determination of the new Annual Rent, the Lessee must immediately pay the arrears of rent to the Lessor; and

6.9.2 **Excess:** is less than the rent actually paid by the Lessee from the relevant Rent Review Date to the date of determination of the new Annual Rent, the Lessor must immediately refund the overpayment to the Lessee.

7. GST

7.1 **Payment:** The Lessee must pay to the Lessor all GST payable on the Annual Rent and other money payable by the Lessee under this lease. The Lessee must pay GST:

7.1.1 **Annual Rent:** on the Annual Rent on each occasion when any rent falls due for payment; and

7.1.2 **Other Money:** on any other money payable by the Lessee on demand.

7.2 **Default:** If:

7.2.1 **Lessee Fails to Pay:** the Lessee fails to pay the Annual Rent or other money payable under this lease (including GST); and

7.2.2 **Lessor Liable to Penalty:** the Lessor becomes liable to pay additional GST or penalty tax;

then the Lessee must pay the additional tax or penalty tax on demand.

8. OUTGOINGS

8.1 **Outgoings:** This lease is a gross lease. Except as provided in clause 9, the Lessee is not liable to pay Outgoings.

9. UTILITY CHARGES

9.1 **Utility Charges:** The Lessee must promptly pay to the relevant Authority or supplier all charges for Utilities which are separately metered or charged to the Premises.

9.2 **Apportionment:** The Lessee must pay to the Lessor on demand a fair and reasonable proportion of the charge for any Utility which is not separately charged to the Premises.

10. COSTS

10.1 **Parties to Pay Own Costs:** The parties will pay their own costs of and incidental to the negotiation, preparation and execution of this lease.

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

10.2 **Lessee to Pay Costs:** The Lessee must pay to the Lessor on demand:

10.2.1 **Legal Costs:** the Lessor's reasonable legal costs for the preparation and execution of any renewal, extension or variation of this lease (including any variation recording a rent review);

10.2.2 **Costs For Consents:** the Lessor's reasonable costs incurred in considering any request by the Lessee for the Lessor's consent to any matter contemplated by this lease; and

10.2.3 **Default Costs:** all costs, charges and expenses for which the Lessor becomes liable as a result of the Lessee's breach of any of this lease's terms.

10.3 **Lessor's Obligation:** The Lessor must pay all costs, expenses and charges relating to the Premises which are not the Lessee's responsibility under this lease.

11. **INSURANCE**

11.1 **Lessor to Insure Building:** The Lessor must at all times during the Term keep and maintain the Building insured in the names of the Lessor and the Lessee for their respective rights and interests to its full replacement value against the Insured Risks and such cover must extend to:

11.1.1 **Loss of Rent:** a 12 month indemnity in respect of consequential loss of rent;

11.1.2 **Lessor's Fixtures:** loss, damage or destruction of any of the Lessor's Fixtures; and

11.1.3 **Public Liability:** public liability.

11.2 **Public Liability Insurance:** The Lessee must keep a public liability insurance policy applicable to the Premises and the Permitted Use carried on in the Premises current throughout the Term. This policy must provide cover for:

11.2.1 **Set Amount:** the amount set out in the First Schedule (being the amount which may be paid out arising from any single accident or event); and

11.2.2 **Escalation:** any reasonable escalation in the policy limit, required by either party, subject to one month's notice, and mutual agreement.

11.3 **Particulars of Insurance Policies:** The insurance policies effected by the Lessee under clause 11.2 must:

11.3.1 **Recognition of Interest Insured:** recognise the Lessor and the Lessee for their respective rights and interests; and

11.3.2 **Approved Insurer Rating:** be with an insurer carrying a rating of no less than A- Standard & Poors/B+ A M Best.

11.4 **Evidence of Insurance:** Each party must, if required, produce to a certificate of insurance as evidence that the insurances required in clauses 11.1 and 11.2 have been, and continue to be, in effect.

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

12. MAINTENANCE

12.1 **Maintenance of Premises:** Subject to clause 12.2, the Lessee must:

12.1.1 **Keep in Same Repair:** maintain the interior of the Premises in the same state of repair as on the Commencement Date having regard to the condition at the Commencement Date; and

12.1.2 **On Termination:** at the expiry of the Term or on the earlier termination of this lease hand back the interior of the Premises to the Lessor in the same state of repair as on the Commencement Date.

12.2 **Limitations on Lessee's Maintenance Obligations:** The Lessee's obligations under clause 12.1 do not:

12.2.1 **Fair Wear and Tear:** extend to deterioration arising from fair wear and tear;

12.2.2 **Damage Caused by Fire etc:** extend to situations where the Premises are damaged by fire, flood, explosion, lightning, storm, earthquake, volcanic activity or to any risk against which the Lessor is (or has covenanted with the Lessee to be) insured, unless:

(i) the damage was intentionally caused by the Lessee or by those for whom the Lessee is responsible;

(ii) the damage was the result of an act or omission by the Lessee or those for whom the Lessee is responsible and that act or omission:

(A) occurred on or about the Premises or on or about the land on which the Premises are situated; and

(B) constitutes an indictable offence within the meaning of the Summary Offences Proceedings Act 1957;

then the Lessee is liable for the cost of making good that damage; or

(iii) any insurance moneys otherwise payable are rendered irrecoverable because of an act or omission of the Lessee or those for whom the Lessee is responsible; or

12.2.3 **Structural Repairs:** apply to Structural Repairs.

12.3 **Further Maintenance/Repair Obligations:** The Lessee must at the Lessee's expense:

12.3.1 **Services:** keep the Services in good repair and condition having regard to their condition at the Commencement Date;

12.3.2 **Keep Premises Clean:** keep the Premises clean, tidy and free of rubbish;

12.3.3 **Removal of Rubbish:** regularly remove all rubbish and waste from the Premises and keep all rubbish bins and waste disposal facilities in tidy condition;

12.3.4 **Trade Waste:** remove all trade waste from the Premises in compliance with all Authorities' requirements;

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

- 12.3.5 **Broken Glass:** replace all broken glass in the Premises;
- 12.3.6 **Light Bulbs:** replace all damaged or defective light bulbs and tubes in the Premises; and
- 12.3.7 **Pests:** prevent and exterminate any pest infestation in the Premises.

12.4 Lessor's Maintenance: The Lessor must at the Lessor's cost carry out:

- 12.4.1 **Structural Repairs:** any Structural Repairs; and
- 12.4.2 **Other Repairs:** any other repairs and maintenance which are required to keep and maintain the Building in good order and repair and suitable for the Lessee's use for the Permitted Use;

within a reasonable time of the need for those repairs and maintenance having been brought to the Lessor's notice either by the Lessee or any other person. The Lessor is not liable for any:

- 12.4.3 **Lessee's Maintenance:** repairs or maintenance for which the Lessee is responsible under this lease;
- 12.4.4 **Lessee's Default:** repairs or maintenance which are necessary as a result of the Lessee's act, default or negligence; or
- 12.4.5 **Lessee's Property:** damage to or destruction of any property in the Premises unless the damage or destruction results from the Lessor's failure to carry out repairs or maintenance within a reasonable time.

12.5 Notification of Defects: The Lessee must promptly notify the Lessor of any damage to or defect in the Premises of which the Lessee becomes aware.

13. USE OF PREMISES

13.1 Permitted Use: Subject to clause 13.2, the Lessee must only use the Premises for the Permitted Use.

13.2 Change of Permitted Use: The Lessee may use the Premises for a use or activity other than the Permitted Use but only with the Lessor's prior written consent. The Lessor must not withhold or delay the Lessor's consent for any proposed use:

- 13.2.1 **Suitable:** for which the Premises are reasonably suitable; and
- 13.2.2 **Authorities:** which complies with all Authorities' requirements.

13.3 Restrictions on Use: The Lessee must:

- 13.3.1 **Noxious Activities and Nuisances:** not carry on any noxious, noisy or offensive business or activity in or about the Premises or do anything which is or may become a nuisance or annoyance to the Lessor, but the carrying on of the Permitted Use by the Lessee in a reasonable manner will not of itself be a breach of this clause;

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

- 13.3.2 **Resource Management Act:** not do anything which is or may become a breach of any duty imposed on any person by the Resource Management Act 1991;
- 13.3.3 **Health and Safety in Employment Act:** not do anything which is or may become a breach of any duty imposed on any person by the Health and Safety in Employment Act 1992;
- 13.3.4 **Insurance:** not do anything which may result in any insurance relating to the Premises being refused or cancelled or the premium for that insurance being increased, unless the Lessee has first obtained any necessary extensions of cover from the insurer and has paid any additional premiums required by the insurer;
- 13.3.5 **Heavy Goods:** not bring on or keep in the Premises anything of a weight that will impose on the Premises a stress or strain greater than that for which the Premises were constructed; and
- 13.3.6 **Acts, By-laws etc:** comply with all acts, by-laws, regulations, rules and requisitions relating to the Premises and the Lessee's use of the Premises, but the Lessee is not liable to carry out any Structural Repairs required under any act, by-law, regulation or requisition unless resulting from the Lessee's use of the Premises or the number or sex of persons allowed in the Premises by the Lessee.
- 13.4 **Cessation:** For the avoidance of doubt, the parties agree that any cessation or suspension of the use of the Premises for any period of time is not a breach of clause 13.1.

14. DESIGNATION

- 14.1 **Designation:** The Lessor consents to the Lessee maintaining a designation under the Resource Management Act 1991 for the construction, operation and maintenance of the Permitted Uses and for any use consented to under clause 13.2 for the Term of this Lease, and further consents to the inclusion of any new or further designation for such purposes in any operative or proposed District Plan.
- 14.2 **No Right to Object:** The Lessor agrees that it will not:
- 14.2.1 Complain or object to, or cause others to complain or object to, or publicly comment on, any variation, change or modification to existing or future lawful uses of the Land and any designations or consents either in place at the Commencement Date or lawfully granted to the Lessee at a later date, provided the variations, changes or modifications are related to, or ancillary to, the Permitted Uses or any use consented to under clause 13.2; or
- 14.2.2 Directly or indirectly lobby any Authority or other interested party, or directly or indirectly fund any objections, in relation to any variation, change or modification to existing or lawful future uses, designations or consents either in place at the Commencement Date or lawfully granted to the Lessee at a later date;
- 14.3 **No Right to Object to Permitted Uses:** The Lessor agrees that it will not complain or object to, or directly or indirectly fund any objection relating to, or otherwise publicly comment about, any activities on the Land in accordance with the Permitted Use or any use consented to under clause 13.2.

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

15. ALTERATIONS AND ADDITIONS

15.1 **Approvals:** Subject to the terms of this section, the Lessee must not make any alterations or additions to, or carry out any Building Work on, the Premises without first producing plans and specifications for the proposed work to the Lessor and:

15.1.1 **Lessor's Consent:** obtaining the Lessor's prior written consent; and

15.1.2 **Building Consent:** obtaining and providing the Lessor with a copy of all Building Consents required to enable the relevant Building Work to be carried out lawfully.

15.2 **Building Act:** The Lessee must:

15.2.1 **Building Consent:** carry out all Building Work in conformity with the Building Consents produced to the Lessor under clause 15.1(b); and

15.2.2 **Compliance Certificate:** obtain a Code Compliance Certificate on completion of any Building Work.

16. SIGNS

16.1 **Signage Permitted:** The Lessee may affix or paint any sign, nameplate, notice or advertising device on or to the Premises with the Lessor's prior written consent (not to be unreasonably withheld) provided that such signage is in compliance with all relevant Authorities' requirements. To avoid doubt, the parties agree that any signage owned by the Lessee and affixed to the Premises on the Commencement Date, is deemed to be authorised under this clause.

16.2 **Removal:** At or before the expiry or earlier termination of the Term, the Lessee must:

16.2.1 **Remove Signs etc:** remove all signs, nameplates, notices and advertising devices affixed to or painted on the Premises; and

16.2.2 **Restore Premises:** restore all affected parts of the Premises to the Lessor's reasonable requirements.

17. ASSIGNMENT AND SUBLEASING

17.1 **Control of Assignment and Subleasing:** Subject to the terms of this section and in particular clauses 17.5 and 17.6, the Lessee may not:

17.1.1 **Assign:** assign any interest in this lease; or

17.1.2 **Sublease:** sublease, part with possession or share occupation of the whole or any part of the Premises.

17.2 **Lessor's Consent:** The Lessee may with the Lessor's prior written consent:

17.2.1 **Assign:** assign the Lessee's entire interest in this lease; or

17.2.2 **Sublease:** sublease the whole or any part of the Premises.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

17.3 Conditions: Without limiting the grounds on which the Lessor may withhold consent under clause 17.2, the Lessor may, as a condition of any consent, require prior compliance with any one or more of the following conditions:

17.3.1 Standing of Assignee: the Lessee must show to the Lessor's reasonable satisfaction that the proposed assignee or sublessee is responsible and, in the case of an assignment, financially sound;

17.3.2 Performance by Lessee: the Lessee must have performed all of the Lessee's obligations under this lease up to the date of the proposed assignment or grant of the sublease;

17.3.3 Deed of Covenant: in the case of an assignment, the assignee must execute a deed of covenant with the Lessor, agreeing to perform the Lessee's obligations under this lease, but without releasing the assignor or any other person from liability under this lease; or

17.3.4 Assignment to a Company: in the case of an assignment to a company, the shares in which are not listed on the New Zealand Stock Exchange, the Lessor may require the directors and shareholders of the assignee to guarantee the assignee's obligations under the deed of covenant executed by the assignee.

17.4 Costs: The Lessee must pay the Lessor's reasonable costs for any consent or application for consent under this section (including the Lessor's legal costs) and the costs of investigating the suitability of the proposed assignee or sublessee.

17.5 Transfer of Service Centre : If, by any statutory provision or regulation enacted during the Term of this Lease, the Lessee is obliged, or otherwise agrees, to transfer or assign management of the Service Centre or any aspect of such management to a third party, the provisions of clause 17.1 to 17.3 will not apply to such a transfer or assignment and the Lessee will be entitled to transfer or assign its interest as Lessee under this Lease or any aspect of management of the Service Centre to such a third party without further reference to the Lessor, who will be deemed to have approved such a transfer or assignment, and will immediately sign any document necessary to give effect to such a transfer or assignment, if so requested by the Lessee.

17.6 Transfer to a Government Agency: If the Lessee proposes to transfer, assign or sublet its interest as Lessee under this Lease to any Government Agency, it must provide the Lessor with not less than 10 Working Days notice in writing of the proposed transfer, assignment or sublease. The Lessee may then transfer, assign or sublet its interest as Lessee under this Lease to any Government Agency without further reference to the Lessor, who will be deemed to have approved such a transfer, assignment or sublease, and will immediately sign any document necessary to give effect to such a transfer, assignment or sublease, if so requested by the Lessee.

18. LESSOR'S RIGHTS OF ENTRY

18.1 Entry to Premises by Lessor: Subject to clauses 18.3 to 18.8, the Lessor may enter the Premises with all necessary materials and equipment to:

18.1.1 Inspect Premises: on no more than two occasions in each calendar year, inspect the condition and state of repair of the Premises;

18.1.2 Carry out Repairs: carry out repairs or other works which are not the Lessee's responsibility under this lease;

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

18.1.3 **Compliance with Statutes etc:** carry out any works to comply with any statutes, regulations, by-laws, ordinances, orders, proclamations, requirements of or notices by any Authority or the requirements or recommendations of the Building's insurer except where those works are the Lessee's responsibility; or

18.1.4 **Lessee's Default:** carry out any work which is the Lessee's responsibility and which the Lessee has failed to carry out.

subject to compliance with the conditions of entry set out in this section 18.

18.2 **Access for Re-Letting:** Subject to clauses 18.3 to 18.8 (inclusive), the Lessee will, at all reasonable times, permit the Lessor, its duly authorised agents, prospective tenants of the Premises and other persons with written authority from the Lessor, to view the premises for the purposes of re-letting, during the period of three (3) months immediately preceding the expiration of the Term.

18.3 **Conditions of Entry:** Entry under clauses 18.1 and 18.2 is subject to:

18.3.1 the Lessor providing the Lessee with at least 24 hours prior notice, in writing (except in the case of emergency, in which case immediate access will be provided); and

18.3.2 compliance with the Lessee's safety and access protocols including direct supervision at all times by an authorised representative of the Lessee;

18.3.3 entry being limited to two persons named in the notice under clause 18.3(a), authorised by the Lessee and approved in writing by the Lessee, in advance of entry.

18.4 **Lessor's Acknowledgement:** The Lessor acknowledges that the Premises is used as a Service Centre and that the Service Manager will have the discretion to impose such reasonable conditions on the Lessor's ability to enter the Premises under this section 18, as the Service Manager thinks necessary or appropriate to the operational requirements of the Service Centre and to maintain the privacy of clients of the Service Centre.

18.5 **Lessor's Representations:** The Lessor may make representations to the Service Manager regarding the times of entry to the Premises under this section 18, but the Lessor acknowledges that the Service Manager may at his/her discretion upon the giving of either oral or written notice, vary any consent to entry given under this Lease if the Service Manager deems this necessary or appropriate to the operational requirements of the Service Centre and to maintain the privacy of clients of the Service Centre.

18.6 **Compliance with Statutes:** When exercising any of the rights under this section, the Lessor will at all times comply with all statutes, ordinances bylaws, or other enactments affecting or relating to the Premises including (but not limited to) the Corrections Act 2004 and the Corrections Regulations 2005, and with all instructions which may be given by the Service Manager or any Authority, and will keep the Lessee indemnified in respect of any non-compliance by the Lessor.

18.7 **Powers:** The Lessor acknowledges that in the event that the Service Centre ceases to have a Service Manager, the Service Manager's powers under this Lease may be exercised by any agent, employee or servant of the Lessee to whom a written authorisation in this regard is made or by an assignee under clause 17.

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

18.8 **Minimise Disturbance to Lessee:** The Lessor will take reasonable steps to minimise any disturbance to the Lessee when exercising the entry rights granted under clauses 18.1 and 18.2.

19. **QUIET ENJOYMENT**

19.1 If the Lessee pays the Annual Rent and performs the Lessee's obligations in this lease, the Lessee will be entitled to quiet enjoyment of the Premises without interruption by the Lessor or any person claiming under the Lessor.

20. **DESTRUCTION AND REINSTATEMENT**

20.1 **Total Destruction:** If the Premises are:

20.1.1 **Destroyed:** destroyed; or

20.1.2 **Damaged:** so damaged as to be substantially untenable or unfit for the conduct of the Permitted Use or to require, in the Lessor's reasonable opinion, demolition of the Building;

then this lease will terminate with effect from the date of that damage or destruction.

20.2 **Partial Destruction:** If the Premises are damaged but not so as to give rise to termination of this lease under clause 20.1, the Lessor will with all reasonable speed reinstate the Premises using materials, building techniques and designs which the Lessor chooses. The reinstated Premises must be reasonably adequate to enable the Lessee to carry out the Permitted Use.

20.3 **If Reinstatement Prevented:** The Lessor is not required to reinstate under clause 20.2 if:

20.3.1 **Insurance Proceeds Unavailable:** there are insufficient insurance proceeds available to the Lessor;

20.3.2 **Mortgagee:** any mortgagee of the land on which the Building is erected requires the insurance proceeds to be applied otherwise than to reinstatement of the Premises; or

20.3.3 **Consents and Approvals:** any necessary Building Consent, resource consent or other approval is not available from any Authority;

in which case this lease will terminate with effect from the date of the damage.

20.4 **Reduction of Rent:** If clause 20.2 applies, a fair proportion of the Annual Rent and Outgoings will cease to be payable with effect from the date of the damage until the completion of the reinstatement. In calculating the amount of the rent reduction, the parties will take into account:

20.4.1 **Nature and Extent of Damage:** the nature and extent of the damage; and

20.4.2 **Reduction in Benefit:** the reduction in the benefit of the use and occupation of the Premises caused to the Lessee; and

20.4.3 **Loss of Rent Insurance:** any payment made to the Lessor under a policy for consequential Loss of Rent Insurance.

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

20.5 **Failure to Reinstate:** If:

- 20.5.1 **Reinstatement Not Prevented:** clause 20.3 does not apply;
- 20.5.2 **Lessee Requires Reinstatement:** the Lessee gives the Lessor written notice requiring the reinstatement work to be done; and
- 20.5.3 **Reinstatement Not Done:** the Lessor fails to carry out the Lessor's obligations under clause 20.2 within a reasonable time after receiving the Lessee's notice;

then the Lessee may terminate this lease by giving a further written notice to the Lessor.

20.6 **Earlier Breaches:** Termination of this lease under this section will not prejudice either party's rights relating to any earlier breach of this lease.

21. RE-ENTRY

- 21.1 **No Right of Re-Entry:** Notwithstanding section 218 and clause 12 of Schedule 3 of the Property Law Act 2007, and pursuant to section 217 of that Act, and due to the nature of the Permitted Uses and the need to ensure the ongoing operational integrity of the Service Centre, the Lessor agrees that it may not cancel the lease because of the breach of any covenant or condition by the Lessee (including a covenant or condition to pay rent).

22. LESSEE'S RIGHT OF EARLY TERMINATION

- 22.1 **Lessee's Ability to Terminate:** The Lessee may, in its sole discretion and without giving any reasons, terminate this Lease by providing no less than twenty-four months notice in writing at any time to the Lessor.
- 22.2 **Right to Terminate Without Prejudice to Rights Accrued:** This Lease and the parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have accrued up to the date of termination.

23. RIGHT OF FIRST REFUSAL FOR LESSOR'S INTEREST

- 23.1 **Sale of Premises:** If at any time before the expiry or earlier termination of the Term, the Lessor:

- 23.1.1 decides to sell or transfer the Lessor's interest in the Land; or

- 23.1.2 receives an offer to purchase the Lessor's interest in the Land and wishes to accept that offer;

the Lessor must, as soon as practicable, give written notice (**Lessor's Notice**) to the Lessee setting out the terms on which the Lessor wishes to sell the Land, or the terms of the offer received (as the case may be). In the case of the Lessor's desire to sell, the offer must comprise the agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District Law Society, modified as set out in clause 23.8.

- 23.2 **Exercise of Option:** The Lessee will have 40 Working Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

Lessee's right to purchase the Land, by serving written notice on the Lessor (Lessee's Notice) accepting the offer contained in the Lessor's Notice.

23.3 Lapse of Option: If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 23.2, then the Lessor may sell or transfer the Lessor's interest in the Land to any other person on no more favourable terms than those previously offered to the Lessee.

23.4 Re-offer on Better Terms: If the Lessor wishes, or agrees, to offer more favourable terms for selling or transfer of the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms, by written notice to the Lessee (Lessor's Second Notice). This offer must comprise the agreement for sale and purchase in the then most recent form approved by the Real Estate Institute of New Zealand and by the Auckland District Law Society, modified as set out in clause 23.8.

23.5 Acceptance of Second Offer: The Lessee will only have 20 Working Days after and excluding the date of receipt of the Lessor's Second Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Lessor's interest in the Land on those more favourable terms, by serving written notice on the Lessor (Lessee's Second Notice) accepting the offer contained in the Lessor's Second Notice.

23.6 Lapse of Second Option: If the Lessee does not serve the Lessee's Second Notice on the Lessor in accordance with clause 23.5, then the Lessor may sell the Lessor's interest in the Land to any other person (including the party who originally made the offer under clause 23.1(b), if applicable) on any terms the Lessor thinks fit.

23.7 Formation of Contract: On the Lessee serving a valid Lessee's Notice or Lessee's Second Notice (as the case may be), the parties will be taken to have entered into a contract for the sale and purchase of the Lessor's interest in the Land on the terms contained in the Lessor's Notice or the Lessor's Second Notice (as the case may be) (Contract).

23.8 Terms of Contract: The terms of the Contract will be modified as follows:

23.8.1 Title: the Lessee will be deemed to have accepted the title to the Lessor's interest in the Land;

23.8.2 No Requisition: the provisions of the Contract under which the Lessee has the right to requisition or object to the title to the Lessor's interest in the Land will not apply; and

23.8.3 Completion: the Lessee will not be required to complete the purchase earlier than 20 Working Days from the date of service of the Lessee's Notice or Lessee's Second Notice (as the case may be).

24. NO WAIVER

24.1 The Lessor's waiver or failure to act in response to the Lessee's breach of any of the Lessee's obligations in this lease will not operate as a waiver of:

24.1.1 Waiver of Breach: the same breach on any later occasion; or

24.1.2 Waiver of Obligations: any other obligations in this lease.

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

25. DIFFERENCES AND DISPUTES

25.1 **Disputes:** If a dispute or difference arises between the Lessor and the Lessee, the dispute must be resolved in accordance with the provisions of this clause.

25.2 **Resolution of Disputes:** Nothing in this clause prevents:

25.2.1 a party seeking urgent injunctive or declaratory relief from a court in connection with a dispute without first having attempted to negotiate or settle the dispute in accordance with this clause; or

25.2.2 the parties meeting at any time to seek to resolve a dispute.

25.3 **Notice of Dispute:** If the Lessor or the Lessee becomes aware of a dispute between the Lessor and the Lessee, that party must notify the other party of the existence and nature of the dispute by serving on the other party a notice setting out detailed particulars of the dispute ("Notice of Dispute").

25.4 **Request for Further Information:** A party who receives a Notice of Dispute under clause 25.3 may, within 5 Working Days after such receipt, on reasonable grounds, require the party who served the Notice of Dispute to provide further or more detailed information relating to the dispute.

25.5 **Negotiation:** Upon receipt of a Notice of Dispute and, if applicable, the provision of further or more detailed information in relation to the dispute, the parties must negotiate to resolve the dispute as follows:

25.5.1 **Meeting of Representatives:** one or more representatives of each party will meet, within 10 Working Days of the receipt of the Notice of Dispute or the further information, if any (whichever is later) to discuss and attempt to resolve the dispute; and

25.5.2 **Meeting of Chief Executives:** if those representatives do not resolve the dispute within 5 Working Days of their first meeting, then within 10 Working Days of that first meeting, the Chief Executives or Chairpersons of the parties must meet to discuss and attempt to resolve the dispute.

25.6 **Appointment of a Mediator:** If a dispute is not resolved within 10 Working Days of the meeting of the Chief Executives or Chairpersons of the parties under clause 25.5(b), then the dispute must be referred to a mediator. The parties must agree upon the selection and appointment of a mediator who will act in respect of the dispute.

25.7 **Failure to Appoint Mediator:** If no agreement is reached on the selection and appointment of a mediator within 15 Working Days of the meeting of the Chief Executives or Chairpersons under clause 25.5(b), then either party may request the president of the Arbitrators and Mediators Institute of New Zealand Incorporated to appoint a mediator.

25.8 **Initial Mediation Meeting:** The parties must as soon as practicable after notification of the dispute to the mediator, meet in the presence of the mediator to:

25.8.1 identify the subject matter of the dispute;

25.8.2 identify the provisions of this Lease relevant to the dispute;

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DOCUMENTS SCHEDULE**

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

25.8.3 discuss each other's position in relation to the dispute;

25.8.4 listen to any comments made by the mediator; and,

25.8.5 attempt to resolve the dispute by mutual agreement.

25.9 **Mediation:** The mediation will be conducted by the mediator at a time, place and in a manner agreed between the parties or otherwise determined by the mediator.

25.10 **Role of Mediator:** The parties agree that the mediator will act as an aid to assist them to resolve the dispute and not as an arbitrator or decider of any matter.

25.11 **Costs of Mediation:** The parties will share equally the costs of the mediation unless otherwise agreed by the parties.

25.12 **Arbitration:** If the dispute is not resolved by mediation within a further 20 Working Days after the appointment of a mediator, either party may then require the dispute to be referred to arbitration. If this clause is invoked:

25.12.1 the dispute will be referred to arbitration by a sole arbitrator in accordance with the Arbitration Act 1996;

25.12.2 the arbitration will take place in New Zealand; and

25.12.3 the award in the arbitration will be final and binding on the parties.

25.13 **Time Limits:** The parties may agree to extend any of the time limits in this clause.

25.14 **Appointment of Arbitrator:** If the parties are unable to agree on the arbitrator, an arbitrator will be appointed, upon the request of any party, by the President of the Arbitrators and Mediators Institute of New Zealand Incorporated. That appointment will be binding on all parties to the arbitration with no right of appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject to this clause and varied accordingly.

25.15 **Rent Review Excluded:** This clause does not apply to any rent review under clause 11.

26. NOTICES

26.1 **Service of Notices:** Any notice or document required or authorised to be given or served under this lease must be given or served:

26.1.1 **Sections 245 or 246 Property Law Act:** in the case of a notice under sections 245 or 246 of the Property Law Act 2007, in the manner prescribed by section 353 of that Act; and

26.1.2 **Other Cases:** in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:

(a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or

(b) by personal delivery, or by posting by registered mail or ordinary mail, or by facsimile, or by email.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

26.2 **Time of Service:** In respect of the means of service specified in clause 26.1(b)(ii) any notice or other document will be treated as given or served and received by the other party:

26.2.1 **Personal Delivery:** when received by the addressee;

26.2.2 **Post:** three Working Days after being posted to the addressee's last known address in New Zealand;

26.2.3 **Facsimile:** on completion of an error free transmission, when sent by facsimile; or

26.2.4 **Email:** when acknowledged by the addressee by return email or otherwise in writing.

26.3 **Signature of Notices:** Any notice or document to be given or served under this lease must be in writing and may be signed by:

26.3.1 **Party:** the party giving or serving the notice;

26.3.2 **Attorney:** any attorney for the party serving or giving the notice; or

26.3.3 **Authorised Person:** the solicitor or any director, officer, employee or other agent who has authority to give or serve the notice.

27. PROPERTY LAW ACT

27.1 The covenants and powers contained in clauses 4, 5, 6, 9, 10, 11 and 12 of Part 2 and clause 13 of Part 3 of Schedule 3 of the Property Law Act 2007 will not be implied in this lease and are expressly negated.

28. LEASE NOT REGISTRABLE

28.1 The Lessor does not warrant that this lease is in registrable form. The Lessee must not require registration of this lease against the title to the Premises.

29. LESSOR'S CONSENT

29.1 **Consent Required on Each Occasion:** The Lessor's consent under this lease is required for each occasion even if the Lessor has given a consent for the same or a similar purpose on an earlier occasion.

29.2 **Consent not to be Unreasonably Withheld:** If this lease states that the Lessor's consent is required for anything done or proposed to be done, then unless otherwise stated, in each case, the Lessor:

29.2.1 must not unreasonably withhold consent; and

29.2.2 must, within a reasonable time of the Lessor's consent being requested:

(b) grant that consent: or

(c) notify the Lessee in writing that the consent is withheld.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

30. GENERAL

30.1 Further Assurances: Each party will do all things and execute all documents reasonably required to give effect to the provisions and intent of this lease.

30.2 Governing Law and Jurisdiction: This lease is governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this lease.

EXECUTED AND DELIVERED AS A DEED

SIGNED for and on behalf of)
[])
as Lessor in the presence of:)

[insert capacity of signatory]

Signature of witness

[insert capacity of signatory]

Witness Name

Occupation

Address

NB: If signing for and on behalf of a company and two directors sign, no witness is necessary. If signed by a single director and/or authorised signatory, the signature(s) must be witnessed by an independent adult.

SIGNED by **HER MAJESTY THE QUEEN**)
acting by and through the Chief Executive of)
the Department of Corrections as Lessee)
in the presence of:)

R Smith

Signature of witness

Witness Name

Occupation

Address

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

FIRST SCHEDULE

REFERENCE SCHEDULE

Lessor:	[The Trustees of Ngāti Rarua Settlement Trust / trustees of the Te Ātiawa o Te Waka-a-Māui Trust]
Lessor's Address:	[to insert]
Lessee:	Her Majesty the Queen acting by or through the Department of Corrections
Lessee's Address:	Department of Corrections Mayfair House 44-52 The Terrace Private Box 1206 Wellington
Description of Building:	[to insert]
Description of Land:	Lot 1 Deposited Plan 308153, being all the land comprised and described in Computer Freehold Register 31643.
Initial Term:	12 years
Commencement Date:	[to insert]
Termination Date:	[to insert] [12 years after the Commencement Date]
Renewal Terms:	3 terms of 3 years each
Final Expiry Date	[to insert] [21 years after Commencement Date]
Annual Rent:	[\$[to insert] plus GST
Monthly Rent Instalment:	[\$[to insert] plus GST
Rent Payment Dates:	[to insert]
Rent Review Date(s):	every third anniversary of the Commencement Date
Permitted Use:	(a) a Service Centre carrying out the office and administrative functions of a community probation service which may also include the operation of a Community Work Centre established under section 30 of the Corrections Act 2004; and (b) provision for a secondary use for government works including works under the Public Works Act 1981 if part of the premises is not required for the purposes of a Service Centre.
Public Liability Insurance:	\$5,000,000.00

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.2: LEASE WITH THE DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

SECOND SCHEDULE

LESSOR'S FIXTURES

- List

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

6.2: LEASE WITH DEPARTMENT OF CORRECTIONS FOR 1A PARK TERRACE

**THIRD SCHEDULE
LESSEE'S IMPROVEMENTS**

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

6.3 LEASE WITH THE NEW ZEALAND POLICE FOR 32 TO 36 BROADWAY, PICTON

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

6.3: LEASE WITH THE NEW ZEALAND POLICE FOR 32 TO 36 BROADWAY, PICTON

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
acting by and through the)
COMMISSIONER OF POLICE)
as Lessee in the presence of:) _____

Signature of Witness

Witness Name

Occupation

Address

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

6.3: LEASE WITH THE NEW ZEALAND POLICE FOR 32 TO 36 BROADWAY, PICTON

REFERENCE SCHEDULE

ITEM 1: LESSOR PARTICULARS	Name: The Trustees of Te Ātiawa o Te Waka-a-Maui Trust Address: 72 Trafalgar Street Nelson 7010 c/- P.O. Box 10, Nelson, 7010 Phone: 03 548 2139 Fax: Fax: 03 548 4901 Contact: John Murray
ITEM 2: LESSOR PARTICULARS	Name: Her Majesty the Queen, acting by and through the Commissioner of Police Address: New Zealand Police National Property Office PO Box 3017 Wellington Phone: 04 474 9473 Fax: 04 498 7415 Contact: National Property Manager
ITEM 3: LAND	The Picton Police Station, located at 32-36 Broadway, Picton, legally described as all that parcel of land containing 0.1782 hectares, more or less, being Lots 1 and 3 on Deposited Plan 8811, as comprised and described in computer freehold registers MB5B/276 and MB5B/278 (Marlborough Land District).
ITEM 4: TERM	Ten (10) years.
ITEM 5: FURTHER TERMS	Perpetual right to renew every ten (10) years.
ITEM 6: RENEWAL DATES	Each tenth (10) year anniversary from the date of commencement.
ITEM 7: ANNUAL RENT	\$18,125 plus GST.
ITEM 8: DATE OF COMMENCEMENT	The date of Settlement.
ITEM 9: REVIEW DATES	Every five (5) years from commencement date.
ITEM 10: PERMITTED USE:	For Police purposes and any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land.

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THE SCHEDULE OF TERMS

1. INTERPRETATION

- 1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:
- 1.1.1 Words importing any gender shall include all other genders.
 - 1.1.2 Words importing the singular shall include the plural and vice versa.
 - 1.1.3 Payments shall be made in the lawful currency of New Zealand.
 - 1.1.4 Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.
 - 1.1.5 References to schedules are references to schedules in this Lease and clauses are references to clauses in this Schedule of Terms and references to parties are references to the parties to this Lease and their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) unless expressly stated otherwise.
 - 1.1.6 Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
 - 1.1.7 A "**person**" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust or a Crown entity as defined in Section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise in each case whether or not having separate legal personality.
 - 1.1.8 "**writing**" shall include words visibly represented or reproduced.
 - 1.1.9 No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition, or duty of the Lessee will be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach of the Lessee will be implied from the Lessor's failure to exercise the Lessor's rights or any of them in respect of that breach.
 - 1.1.10 Nothing contained in this Lease shall be deemed or construed or constitute any party, a partner, agent or representative of the other party or be deemed to create any trust, commercial partnership or joint venture.
 - 1.1.11 The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.
 - 1.1.12 The parties acknowledge and agree that certain covenants set out in this Lease (in particular provisions relating to the treatment of Improvements on termination or sooner determination of this Lease) shall continue beyond determination of this Lease for the benefit of the parties notwithstanding such determination.
 - 1.1.13 This Lease shall be construed and take effect in accordance with the laws of New Zealand.

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- 1.1.14 Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.
- 1.1.15 Any reference in this Lease to "**month**" or "**monthly**" shall mean respectively calendar month and calendar monthly.
- 1.1.16 "**Authority**" means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and any Improvements.
- 1.1.17 "**Business days**" means any day other than a Saturday or Sunday or statutory or anniversary holiday.
- 1.1.18 "**Date of Commencement**" means the date specified in Item 5 of the Reference Schedule.
- 1.1.19 "**Improvements**" means all Improvements excluding Lessor's Improvements whether constructed or installed on the Land before or at any time during the term of this Lease (including any renewal or variation extending the term of this Lease), including any building, structure or other improvements on or fixed to the land and any concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, signage, fixtures and fittings.
- 1.1.20 "**The Land**" means that land described in Item 3 to the Reference Schedule of Land excluding the Improvements.
- 1.1.21 The expression "**Lessor**" and "**Lessee**" includes their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) and where the context permits the Lessee includes the Lessee's sublessees and other lawful occupiers of the Land and the Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee).
- 1.1.22 "**Lessor's Improvements**" means work done or material used on or for the benefit of the Land (whether before or during the term of this Lease including any renewal or variation extending the term of this Lease) in:
- (a) the draining, excavation, filling, or reclamation of the Land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling or reclamation; or
 - (b) the grading or leveling of the Land or the removal of rocks, stone, sand, or soil therefrom; or
 - (c) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
 - (d) the alteration of soil fertility or of the structure of the soil; or
 - (e) the arresting or elimination of erosion or flooding.
- 1.1.23 "**Reference Schedule**" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.

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1.1.24 "**Regional Plan**" and "**District Plan**" shall have ascribed to them the definitions set out in section 2 of the Resource Management Act 1991 and "Regional and District Plans" shall be construed accordingly and shall extend to include any successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.

1.1.25 "**Schedule of Land**" means the schedule described as such and forming part of this Lease.

1.1.26 "**Schedule of Terms**" means this schedule described as such and forming part of this Lease.

2. TERM

2.1 The term of this Lease shall commence on the Date of Commencement and shall be for the period specified in Item 4 of the Reference Schedule.

3. RIGHT OF RENEWAL OF LEASE

3.1 If the Lessee has not been in any material breach of this Lease and has given to the Lessor written notice to renew this Lease at least three (3) calendar months before the end of each term then the Lessee shall have the right to obtain in accordance with the provisions of this lease a renewed lease of the Land for the term of years specified in Item 5 of the Reference Schedule computed from the relevant date specified in Item 6 of the Reference Schedule and subject to the same covenants and provisions expressed and implied in this Lease.

3.2 If the Lessee fails within the time aforesaid to give any notice under Clause 3.1 as to whether it desires a renewed lease and the Lessor at any time after such expired time has given one month's written notice to the Lessee advising the Lessee that it has one further month from the date of such letter to exercise its right of renewal, and the Lessee still fails to advise the Lessor of its desire to renew, then the Lessee shall be deemed to have given notice that a renewed lease is not required. If the Lessee gives notice in writing that it does not desire a renewed lease or there is a deemed notice that a renewal is not required then its right for a renewed lease shall cease on expiry of the one month notice period aforesaid or on the date at which notice is received by the Lessor (as the case may be).

3.3 Any notice by the Lessee under clause 3.1 or clause 3.2 of its desire to accept a renewed lease shall be deemed to constitute a contract between the Lessor and the Lessee for the granting and acceptance of a renewed lease at the rent to be determined under Clause 5 for the term and subject to the covenants and provisions referred to in Clause 3.1.

3.4 The term of any renewed lease shall run from the day immediately after the expiry of the prior lease, and the rent thereunder shall accrue from that date instead of the rent reserved in the prior lease, notwithstanding the fact that the renewed lease may not be executed until after that date. Clause 5.11 shall otherwise apply.

3.5 The Lessor shall prepare each memorandum of renewal of this Lease and the Lessee will forthwith enter into and execute such memorandum of renewal of lease.

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4. RENT

- 4.1 The Lessee shall pay the annual rent specified in Item 7 of the Reference Schedule from the Date of Commencement until the rent is varied under Clause 5 at which time the Lessee will pay rent at the varied rate.
- 4.2 Rent shall be paid on the first day of each month by equal monthly payments in advance with broken period payments due on a proportionate basis for any broken period at the Date of Commencement and on expiry of the Lease term.
- 4.3 All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.

5. RENT REVIEW PROVISIONS

- 5.1 In this clause "**Initiating Party**" means the party that gives the Notice defined in Clause 5.2 and "**Recipient**" means the party that receives that Notice.

- 5.2 The annual rent may be reviewed by the Lessor or by the Lessee on the dates specified in Item 9 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 9 of the Reference Schedule (each of such dates being called the "**review date**") either party may give notice in writing to the other ("**the Notice**") of that party's assessment of the annual rent of the Land to apply from that particular review date.

- 5.3 The annual rent of the Land shall be assessed on the basis of current market rental of the Land as determined as at the review date. In determining the annual rent of the Land the valuers and any umpire shall, in addition to other relevant factors:

5.3.1 Disregard:

- (a) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
- (b) the value of any goodwill attributable to the Lessee's business; and
- (c) all Improvements made to the Land.

5.3.2 Have regard to:

- (a) the Lessor's Improvements;
- (b) the permitted use under this Lease; and
- (c) Regional and District Plans.

- 5.4 In the event that the Recipient does not agree with the Initiating Party's assessment of the annual rent of the Land to apply from the particular review date, the Recipient shall notify the Initiating Party in writing ("**the Counter Notice**") within twenty-one (21) days (in which respect time shall be of the essence) that the Recipient requires such rent to be determined in accordance with Clause 5.7 and the Recipient shall set out in the Counter Notice the amount which the Recipient considers to be the annual rent as at the particular review date.

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- 5.5 Unless such notice is given by the Recipient within twenty-one (21) days, then the amount stated in the Notice shall become the annual rent of the Land reserved by this Lease as and from the particular review date in substitution of the previous amount payable.
- 5.6 Neither party shall by reason of its failure to give the Notice prior to any review date forfeit its right to have the annual rent reviewed as from that particular review date and the reviewed annual rent which should have been paid from that particular review date shall date back to and be payable from that particular review date and any payment of or receipt for the payment of ground rent due on or after a particular review date shall not prejudice either party's right to demand repayment or payment thereafter of any additional annual rent overpaid or payable pursuant to the provisions of Clause 5.11.2.
- 5.7 Where the Counter Notice is given, the Lessor and Lessee shall enter into negotiations to resolve the dispute. Should agreement not be reached within fourteen (14) days (or such longer period as the Lessor and Lessee shall agree upon in writing) after the date on which the Recipient gives the Counter Notice then:
- 5.7.1 The Lessor and Lessee shall, within twenty-one (21) days after the date on which the Recipient gives the Counter Notice, each appoint a valuer to jointly determine the ground rent of the Land. A valuer nominated by either party pursuant to this Clause shall be a full registered member of the New Zealand Institute of Valuers and shall be competent to practice as a valuer of ground leases and shall have at least five (5) years experience in valuing ground leases within the district in which the Land is situated and be active in the market at the time of his or her appointment.
- 5.7.2 If either the Lessor or the Lessee fails to appoint a valuer within twenty-one (21) days as aforesaid, then the determination of the annual rent shall be made by the sole valuer as nominated by either the Lessor or Lessee as the case may be, within one (1) month of the expiry of the twenty-one (21) days as aforesaid and his or her determination shall be final and binding on both parties as if his or her appointment had been by consent.
- 5.7.3 Before proceeding with their determination, the said valuers shall agree upon and appoint an umpire (also qualified in the manner referred to in Clause 5.7.1) and obtain the umpire's acceptance in writing of his or her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within one month of being instructed to proceed or such other time period as the Lessor and Lessee may agree, whichever is the latest.
- 5.7.4 If the said valuers within fourteen (14) days of the date of their appointment either fail to appoint an umpire or are unable to agree upon an umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such Institute to appoint an umpire (also qualified in the manner aforesaid) and obtain the umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance undertakes to hand down his or her determination of the annual rent in the same manner as if he or she had been appointed pursuant to Clause 5.7.1.
- 5.7.5 Subject to Clauses 5.7.2, 5.7.3 and 5.7.4 the valuers so nominated shall within one (1) month of the date of appointment jointly determine the annual rent as at that particular review date. In the event that either valuer fails to provide to the

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other valuer his or her written assessment of the annual rent within one month of the date of appointment, then the annual rent shall be determined by the other valuer and his or her determination shall be final and binding on both parties.

5.7.6 If the said valuers are unable to agree upon a determination within one month of their appointment or within such extended time as the Lessor and Lessee may agree, then the annual rent shall be determined by the umpire whose determination shall be final and binding on the parties. The umpire shall without limiting his or her enquiries and conduct of any hearing:

- (a) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;
- (b) have due regard to any evidence submitted by the valuers as to their assessment of the annual rent;
- (c) take into account any expert witness evidence considered relevant to the hearing;
- (d) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties; and
- (e) give in his or her determination the reasons therefore in writing.

5.8 The costs incurred in the determination pursuant to Clause 5.7 of the annual rent shall be borne by the parties in the following manner:

- (a) subject to Clause 5.7.8(b) each party shall be responsible for the cost of its own appointed valuer;
- (b) where the determination is made by a single valuer pursuant to Clause 5.7.2 the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;
- (c) the parties shall share equally the costs of the umpire unless any party has acted capriciously or unreasonably in any of the proceedings pursuant to the provisions of this Clause 5.7 in which case the umpire may determine the manner in which such costs shall be apportioned between the parties **PROVIDED THAT** in all cases if the annual rent to apply from the review date is:
 - (i) equal to or exceeding the annual rent nominated in the notice given by the Lessor (whether the Notice or the Counter Notice) then all costs of the valuers and the umpire (where applicable) shall be borne by the Lessee alone, or
 - (ii) equal to or less than the annual rent nominated in the notice given by the Lessee (whether the Notice or the Counter Notice) then all costs of valuers and the umpire (where applicable) will be borne by the Lessor alone;
 - (iii) other than the foregoing then all costs of valuers and the umpire (where applicable) will be borne equally by the Lessor and the Lessee.

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- 5.8 The valuers or umpire shall be deemed to be acting as experts and not as arbitrators.
- 5.9 Any variation in the annual rent resulting from such determination shall take effect on and from that particular review date.
- 5.10 Where a review pursuant to this Clause 5 of the annual rent reserved by this Lease is completed after the review date, then:
- 5.10.1 Pending completion of the review, annual rent shall be paid at the rate prevailing immediately prior to the relevant review date;
- 5.10.2 On completion of the review, any increased annual rent payable as from the review date shall be paid by the Lessee to the Lessor no later than the date on which the next installment of annual rent is payable hereunder;
- 5.10.3 On completion of the review, any overpayment of annual rent paid as from the review date shall be held by the Lessor to the Lessee's credit on account of annual rent next falling due for payment unless the Lessee requests the Lessor in writing to refund such payment in which case the Lessor will comply with that request.
- 5.11 If any moratorium or other law Act or regulation that applies to this Lease has the effect of postponing any periodic review of annual rent as at the review date then if and whenever such moratorium is lifted or the law, Act or regulation is repealed or amended so as to permit the annual rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, Act or regulation is repealed or amended to the intent that the rent review shall establish the annual rent as at such date and not as at the postponed review date but any subsequent rent review shall take place on the next following review date fixed in accordance with Clause 5.
- 5.12 Immediately upon the parties agreeing to pay a revised annual rent or on determination under Clause 5.7 the Lessee shall enter into an appropriate registrable Memorandum of Variation of Lease recording such revised annual rent prepared by the Lessor.

6. CHARGES

- 6.1 The Lessee will pay all charges incurred by the Lessee for electricity, gas, water or power or other services in respect of the Land and Improvements including all connection, disconnection, or other fees payable by the Lessee or the Lessor to other authorities in respect of such services.
- 6.2 The Lessor will pay for all costs of service, installation, maintenance and connection to the nearest approved local authority connection points.

7. PAYMENT OF RATES AND IMPOSITIONS

- 7.1 The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Improvements or on the Lessor or Lessee in respect thereof by any Authority.

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8. GOODS AND SERVICES TAX

- 8.1 The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act 1985 or any similar tax levied in substitution therefore including all amendments and any enactments in substitution therefore or in addition thereto or otherwise in respect of any payments made by the Lessee under this Lease (including the payment of annual rent) or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

9. INTEREST ON OVERDUE RENT OR OTHER MONEYS

- 9.1 Without prejudice to other rights powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount owing by the Lessee to the Lessor whatsoever pursuant to this Lease shall be in arrears and unpaid for fifteen (15) business days after the due day for payment thereof (whether any formal or legal demand therefor shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate being 1% above the average 90 day bank bill buy rate (described as the BID rate) at 10.45 am on the date the payment was due as shown on page BKBM (or its successor page) on the Reuters screen or at a rate based on any successor screen or if there is none at a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default and the said interest shall be recoverable in the same manner as rent in arrears.

10. USE OF THE LAND AND IMPROVEMENTS

- 10.1 The Lessee shall be permitted the right to carry on the business specified in Item 10 of the Reference Schedule.
- 10.2 Should any of the uses of the Land and any Improvements be permissible only with the consent or licence of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or licence at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions required and the Lessee shall at all times comply with any conditions of such consent, order or authority obtained.
- 10.3 Where the Lessee is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or other consents from any Authority such as required under section 348 of the Local Government Act 1974, the Lessor agrees that it and any officer, or employee or agent of the Lessor shall not raise any objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.
- 10.4 Despite any other provision in this Lease, if at any time during the term of this Lease, the Land cannot be, or can no longer be lawfully used for Police purposes, the Lessee may terminate this Lease on giving reasonable notice to the Lessor.

11. NO FENCING

- 11.1 The Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land and any land owned or occupied by the Lessor but nothing herein

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contained shall be deemed to limit any liability imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

12. STATUTORY REQUIREMENTS

12.1 The Lessee must comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:

12.1.1 ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;

12.1.2 comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land and the requirements imposed and otherwise arising under the Resource Management Act 1991; and

12.1.3 ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety in Employment Act 1992.

12.2 The Lessee shall not, during the term of this Lease:

12.2.1 make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;

12.2.2 suffer insolvency, bankruptcy or liquidation; or

12.2.3 suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this subclause 12.2.3 shall have no application or effect whilst Her Majesty the Queen Acting By and Through the Commissioner of Police is the Lessee hereunder.

13. ASSIGNMENT OR SUBLETTING

13.1 The Lessee will not without the previous consent in writing of the Lessor assign or transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without some good cause assigned having regard to the solvency or respectability of the proposed assignee or transferee or sublessee. Notwithstanding this Clause where the Crown (as that term is defined in section 2 of the Public Finance Act 1989) remains as the Lessee under this Lease and in occupation from the Lessor the consent of the Lessor shall not be required when another Crown entity assumes occupation of all or any part of the Land except that on each occasion that a different Crown entity (as defined in section 7(1) of the Crown Entities Act 2004) or other Crown body or state owned enterprise assumes the role and obligations of the Lessee under this Lease the Lessee shall notify the Lessor in writing of that change.

13.2 In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange or a person under Clause 13.5 the Lessor may require the directors and/or the controlling shareholders of such company to enter into a deed guaranteeing the performance by that company of the terms of this Lease such guarantee to be in a form reasonably acceptable to the Lessor.

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- 13.3 Clause 13 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- 13.4 For the purposes of Clause 13.1 any proposed change in the shareholding of the Lessee or any amalgamation under Section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be a deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in Clause 13.5.
- 13.5 For the purposes of Clause 13.1 any proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control in the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this Clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.
- 13.6 Where any assignment or transfer of this Lease is consented to by the Lessor, the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessor's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee but the execution of such covenant shall not release the Lessee from the Lessee's obligations under this Lease.
- 13.7 Notwithstanding any Rule of Law or anything herein expressed or implied to the contrary where Her Majesty the Queen acting by and through the Commissioner of Police in New Zealand as Lessee assigns this Lease under the provisions of this Clause 13, all the liabilities of the Lessee expressed or implied under this Lease, whether contingent or otherwise for the payment of future rents or other moneys or the future observance or performance of any of the Covenants, conditions or agreements on the part of the Lessee shall cease and determine absolutely as from the date of the Assignment thereof, but without releasing the Lessee from liability for any antecedent breach thereof.

14. LESSEE'S ACKNOWLEDGEMENT OF RISK

- 14.1 The Lessee agrees to occupy and use the Land and any Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Improvements thereon except where the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

15. QUIET ENJOYMENT/REPUDIATION

- 15.1 Provided the Lessee performs and observes the covenants provisos conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease. For the avoidance of doubt, the phrase "person or persons claiming under the Lessor" does not include beneficiaries of any trust of which the Lessor is trustee.

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15.2 The Lessor is to compensate the Lessee and the Lessee shall be entitled to recover any damages for any loss or damage suffered by reason of any acts or omissions of the Lessor constituting a repudiation of the Lease or the Lessor's obligations under the Lease. Such entitlement shall subsist notwithstanding any cancellation or early termination of the Lease and shall be in addition to any other right or remedy which the Lessee may have.

16. REGISTRATION

16.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 1952.

16.2 The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

17. IMPROVEMENTS DURING LEASE

17.1 Throughout the term of this Lease and on any renewal any Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing.

17.2 Throughout the term of this Lease and on any renewal the Lessee shall have the right to alter, construct and demolish any Improvements on the Land without the need to obtain the Lessor's consent providing all obligations required of the Lessee under this Lease relevant to Improvements on the Land are satisfied.

18. IMPROVEMENTS ON TERMINATION OF LEASE

18.1 No later than twelve (12) months prior to the expiry of any ten (10) year term of Lease the Lessee may give notice ("**the Lessee's Transfer Notice**") to the Lessor specifying any Improvements which the Lessee wishes to transfer to the Lessor following expiry of the Lease or renewal. The Lessee's Transfer Notice shall contain details of those Improvements, their current market value and the proposed terms of transfer of the Improvements.

18.2 The Lessor agrees to consult with the Lessee regarding the Improvements specified in the Lessee's Transfer Notice, and to consider any proposal to transfer such Improvements. Nevertheless, the Lessee acknowledges that nothing in this clause or in the Lessee's Transfer Notice shall oblige the Lessor to take a transfer of, or to pay any compensation or consideration for, such Improvements.

18.3 If no agreement is reached regarding the transfer of Improvements pursuant to this clause (before six months prior to the expiry of the Lease, or before the earlier termination of the Lease) the following provisions of this Clause 18 shall apply.

18.4 On termination of this Lease (whether by expiry of time or otherwise) except where the Lessee has exercised any rights of renewal, the Lessee will remove any Improvements specified in a written notice ("**the Lessee's Removal Notice**") given to the Lessor in accordance with Clause 18.5.

18.5 The Lessee will remove Improvements that are clearly identified in the Lessee's Removal Notice which must be given no later than three (3) months prior to the expiry of the term (time being of the essence) or one (1) month after any sooner termination.

6.3: LEASE WITH THE NEW ZEALAND POLICE FOR 32 TO 36 BROADWAY, PICTON

- 18.6 The Lessee must remove all Improvements specified in the Lessee's Removal Notice within six (6) months from the date of termination (time being of the essence) and must ensure within that time that all services to any Improvements are properly and lawfully disconnected, the Land under any Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed and left in a neat and tidy condition.
- 18.7 If the Lessee fails to remove any Improvements specified in the Lessee's Removal Notice in accordance with Clause 18.6 then if the Lessor removes them within 12 months of the termination date, it shall recover all costs directly and indirectly incurred in their removal, from the Lessee.
- 18.8 Any Improvements remaining on the Land after the period referred to in Clause 18.6 shall become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.
- 18.9 The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease until it has met its obligations under Clause 18.6.
- 18.10 Whenever resource consent is required to remove or demolish any Improvements the Lessee shall use all reasonable endeavours to obtain all necessary consents and shall continue to be obliged to pay rent and outgoings under this Lease until such time that the Lessor is satisfied on reasonable grounds that the Lessee has used all reasonable endeavours to obtain all necessary consents and produced to the Lessor evidence satisfactory to the Lessor to satisfy this requirement.
- 18.11 At the expiry of the lease if the Lessor has specified in writing no less than three (3) months prior to the final expiry date of the lease that a change of any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land is required the Lessee shall be obliged to obtain any change.

19. DESTRUCTION AND REDEVELOPMENT

- 19.1 The Lessee shall be entitled to carry out repairs, demolition, relocation, additions, reinstatement or redevelopment to any Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to demolish, relocate, redevelop, replace or add to any Improvements on the Land provided the following conditions are or will be satisfied:
- 19.1.1 any repair, demolition, relocation, addition, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and
- 19.1.2 the Lessee is able to obtain all resource and building consents necessary to carry out any works programme; and
- 19.1.3 upon satisfaction of such conditions the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Improvements or such part of Improvements requiring such work in accordance with the conditions set out above.
- 19.2 In the event that the Lessee is prevented or unable to reinstate or rebuild in the event of total or partial destruction it may forthwith terminate this Lease provided that the

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Lessee demolishes the Improvements and clears and restores the Land all in accordance with the requirements of Clause 18.6.

20. NOTICES

20.1 All notices must be in writing and must be served by one of the following means:

- (a) in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (i) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
 - (ii) by personal delivery, or by posting by registered or ordinary mail, or by facsimile transmission.

20.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:

- (a) in the case of personal delivery, when received by the addressee at the address detailed in clause 20.3; and
- (b) in the case of posting by registered mail, on the third working day following the date of posting to the addressee at the address detailed in clause 20.3; and
- (c) in the case of facsimile transmission, on the working day following the date of sending to the addressee's facsimile number designated in clause 20.3 provided that the sender produces a confirmation notice that the facsimile has been sent on that day.

20.3 Details for Notices

Lessor

Te Ātiawa o Te Waka-a-Maui Trust

c/- 72 Trafalgar St, Nelson 7010 or P.O. Box 10, Nelson 7010

Fax: 03 548 4901

Contact Name: John Murray.

Lessee

Andrew Mac Arthur, Property Manager, National Property Office

New Zealand Police

PO Box 3017, Wellington 6140

Fax (04) 498 7415

6.3: LEASE WITH THE NEW ZEALAND POLICE FOR 32 TO 36 BROADWAY, PICTON

20.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Lessor, it is to be supported by satisfactorily written delegation from the Lessor confirming the appointment of the party giving the notice.

21. DEFAULT BY LESSEE

21.1 The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the land at the time or any time thereafter:

21.1.1 If the rent shall be in arrear twenty (20) working days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) working days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;

21.1.2 In case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with Section 246 of the Property Law Act 2007; and

21.1.3 the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

22. DISPUTE RESOLUTION

22.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.

22.2 If the parties cannot resolve a dispute or difference within fifteen (15) business days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).

22.3 If the parties cannot agree on any dispute resolution technique within a further fifteen (15) business days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under Clause 22.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.

22.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

6.3: LEASE WITH THE NEW ZEALAND POLICE FOR 32 TO 36 BROADWAY, PICTON

23. COSTS

- 23.1 The parties shall each pay their own solicitors' costs on preparing and finalising this Lease or any renewal or variation of this Lease.
- 23.2 The Lessee shall be responsible for payment of all registration fees including agency charges imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.
- 23.3 The Lessee shall pay for all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observance of any of the terms, covenants and conditions of this Lease.

24. LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS

- 24.1 The Lessor will have the right to inspect the Land no more than twice each year during the term or any renewal of this Lease with valuers or other experts and consultants provided such inspections are carried out at times reasonably acceptable to the Lessee on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. Any such inspections should be carried out in accordance with the Lessee's security and health and safety requirements and the Lessee shall have the right to change any suggested time to a mutually convenient time.
- 24.2 Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lessee for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.
- 24.3 If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:
- (a) complete a security check on terms reasonably acceptable to the Lessee;
 - (b) provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing; and
 - (c) familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.
- 24.4 The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.
- 24.5 The Lessee will during the period of three (3) months prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees or purchasers and allow the Lessor to affix to the Land appropriate sale or reletting notices.

6.3: LEASE WITH THE NEW ZEALAND POLICE FOR 32 TO 36 BROADWAY, PICTON

25. DISPOSAL OF LESSOR'S INTEREST

25.1 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land provided:

25.1.1 any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and

25.1.2 that while Her Majesty the Queen is the Lessee and occupies the Land the following further provisions shall apply:

(a) the Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee);

(b) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:

(i) the proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or

(ii) the role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within five (5) working days of receiving the Lessor's advice pursuant to clause 25.1 above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

25.2 If the Lessor does not receive written notice from the Lessee pursuant to clause 25.1 above together with grounds to substantiate its reasonable apprehension within five (5) working days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.

25.3 If the Lessee objects to the proposed Assignee in accordance with clause 25.1 above, then the Lessor shall not dispose of its interest to the proposed Assignee.

25.4 If the Lessor fails to advise the Lessee in writing of the disposal of its interest in the Land and the Lessee has objections to the proposed Assignee based on those reasons set out in clauses 25.1 above, then the Lessee shall be entitled at any time thereafter to terminate this Lease on seven (7) days written notice and the Lessee's obligations under this Lease shall cease from the expiration of such notice.

26. HOLDING OVER

26.1 If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) working days written notice at the rent then payable per month for the Land and otherwise on the same covenants and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

6.3: LEASE WITH THE NEW ZEALAND POLICE FOR 32 TO 36 BROADWAY, PICTON

27. EXCLUSION OF IMPLIED PROVISIONS

27.1 The following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

27.1.1 Clause 10 - Premises unable to be used for particular purpose; and

27.1.2 Clause 11 - Power to inspect premises.

SCHEDULE OF LAND

The Picton Police station located at 32-36 Broadway, Picton, legally described as all that parcel of land containing 0.1782 hectares, more or less, being Lots 1 and 3 on Deposited Plan 8811 and being all the land comprised and described in computer freehold registers NB 5B/276 and NB 5B278 (Marlborough Land District).

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6.4 LEASE WITH THE NEW ZEALAND POLICE FOR NELSON CENTRAL POLICE STATION

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6.4 LEASE WITH THE NEW ZEALAND POLICE FOR NELSON CENTRAL POLICE STATION

MEMORANDUM OF LEASE

PARTIES

- (1) [THE TRUSTEES OF THE TE ĀTIAWA O TE WAKA-A-MAUI TRUST] (Lessor)
(2) **HER MAJESTY THE QUEEN** acting by and through the **Commissioner of Police**
(Lessee)

THE LESSOR DOES HEREBY LEASE TO THE LESSEE and THE LESSEE DOES TAKE ON LEASE the Land for the term and at the rental set out in the Reference Schedule and subject to the covenants, conditions, agreements and restrictions set out in this Lease which comprises the Schedule of Terms, the Reference Schedule and the Schedule of Land.

IN WITNESS WHEREOF these presents have been executed this [] day of []
2_____.

(
(Being the date of settlement)

SIGNED for and on behalf of [the trustees of)
the **TE ĀTIAWA O TE WAKA-A-MAUI**)
TRUST] as Lessor in the presence of:)

Name of Director

Signature of Director

Name of Director

Signature of Director

(
SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
acting by and through the)
COMMISSIONER OF POLICE)
as Lessee in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

6.4 LEASE WITH THE NEW ZEALAND POLICE FOR NELSON CENTRAL POLICE STATION

REFERENCE SCHEDULE

- ITEM 1: LESSOR PARTICULARS**
- Name:** Te Ātiawa o Te Waka-a-Maui Trust
Address: 72 Trafalgar Street
Nelson 7010
c/- P.O. Box 10, Nelson, 7010
Phone: 03 548 2139
Fax: Fax: 03 548 4901
Contact: John Murray
- ITEM 1: LESSOR PARTICULARS**
- Name:** Her Majesty the Queen, acting by and through the Commissioner of Police
Address: New Zealand Police
National Property Office
PO Box 3017
Wellington
Phone: 04 474 9473
Fax: 04 498 7415
Contact: National Property Manager

ITEM 3: LAND

The Nelson Central Police Station, located at St. John Street, Nelson, legally described as following:

- (a) all that parcel of land containing 0.0855 hectares, more or less, being Parts Section 178 City of Nelson, as comprised and described in computer freehold register NL10B/663;
- (b) all that parcel of land containing 0.0053 hectares, more or less, being Part Section 178 City of Nelson, as comprised and described in computer freehold register NL94/185;
- (c) all that parcel of land containing 0.0353 hectares, more or less, being Part Section 180 City of Nelson, as comprised and described in computer freehold register NL9B/424;
- (d) all that parcel of land containing 0.0188 hectares, more or less, being Part Sections 178 and 180 City of Nelson, as comprised and described in computer freehold register NL9B/425;
- (e) all that parcel of land containing 0.0455 hectares, more or less, being Part Section 180 City of Nelson. All Transfer 53570;
- (f) all that parcel of land containing 0.0334 hectares, more or less, being Parts Section 180 City of Nelson. All Proclamation. 1180.
- (g) all that parcel of land containing 0.0961 hectares, more or less, being Part Section 180 City of Nelson, as comprised and described in computer freehold register NL25/289;

(all Nelson Land District)

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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6.4 LEASE WITH THE NEW ZEALAND POLICE FOR NELSON CENTRAL POLICE STATION

ITEM 4: TERM	Ten (10) years.
ITEM 5: FURTHER TERMS	Perpetual right to renew every ten (10) years.
ITEM 6: RENEWAL DATES	Each tenth (10) year anniversary from the date of commencement.
ITEM 7: ANNUAL RENT	[] plus GST.
ITEM 8: DATE OF COMMENCEMENT	The date of Settlement.
ITEM 9: REVIEW DATES	Every five (5) years from commencement date.
ITEM 10: PERMITTED USE:	For Police purposes and any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land.

THE SCHEDULE OF TERMS

1. INTERPRETATION

- 1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:
- 1.1.1 Words importing any gender shall include all other genders.
 - 1.1.2 Words importing the singular shall include the plural and vice versa.
 - 1.1.3 Payments shall be made in the lawful currency of New Zealand.
 - 1.1.4 Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.
 - 1.1.5 References to schedules are references to schedules in this Lease and clauses are references to clauses in this Schedule of Terms and references to parties are references to the parties to this Lease and their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) unless expressly stated otherwise.
 - 1.1.6 Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
 - 1.1.7 A "**person**" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust or a Crown entity as defined in Section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise in each case whether or not having separate legal personality.
 - 1.1.8 "**writing**" shall include words visibly represented or reproduced.
 - 1.1.9 No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition, or duty of the Lessee will be construed as a consent or

6.4 LEASE WITH THE NEW ZEALAND POLICE FOR NELSON CENTRAL POLICE STATION

waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach of the Lessee will be implied from the Lessor's failure to exercise the Lessor's rights or any of them in respect of that breach.

- 1.1.10 Nothing contained in this Lease shall be deemed or construed or constitute any party, a partner, agent or representative of the other party or be deemed to create any trust, commercial partnership or joint venture.
- 1.1.11 The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.
- 1.1.12 The parties acknowledge and agree that certain covenants set out in this Lease (in particular provisions relating to the treatment of Improvements on termination or sooner determination of this Lease) shall continue beyond determination of this Lease for the benefit of the parties notwithstanding such determination.
- 1.1.13 This Lease shall be construed and take effect in accordance with the laws of New Zealand.
- 1.1.14 Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.
- 1.1.15 Any reference in this Lease to "**month**" or "**monthly**" shall mean respectively calendar month and calendar monthly.
- 1.1.16 "**Authority**" means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and any Improvements.
- 1.1.17 "**Business days**" means any day other than a Saturday or Sunday or statutory or anniversary holiday.
- 1.1.18 "**Date of Commencement**" means the date specified in Item 5 of the Reference Schedule.
- 1.1.19 "**Improvements**" means all Improvements excluding Lessor's Improvements whether constructed or installed on the Land before or at any time during the term of this Lease (including any renewal or variation extending the term of this Lease), including any building, structure or other improvements on or fixed to the land and any concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, signage, fixtures and fittings.
- 1.1.20 "**The Land**" means that land described in Item 3 to the Reference Schedule of Land excluding the Improvements.
- 1.1.21 The expression "**Lessor**" and "**Lessee**" includes their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) and where the context permits the Lessee includes the Lessee's sublessees and other lawful occupiers of the Land and the Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee).

6.4 LEASE WITH THE NEW ZEALAND POLICE FOR NELSON CENTRAL POLICE STATION

1.1.22 "**Lessor's Improvements**" means work done or material used on or for the benefit of the Land (whether before or during the term of this Lease including any renewal or variation extending the term of this Lease) in:

- (a) the draining, excavation, filling, or reclamation of the Land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling or reclamation; or
- (b) the grading or leveling of the Land or the removal of rocks, stone, sand, or soil therefrom; or
- (c) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
- (d) the alteration of soil fertility or of the structure of the soil; or
- (e) the arresting or elimination of erosion or flooding.

1.1.23 "**Reference Schedule**" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.

1.1.24 "**Regional Plan**" and "**District Plan**" shall have ascribed to them the definitions set out in section 2 of the Resource Management Act 1991 and "**Regional and District Plans**" shall be construed accordingly and shall extend to include any successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.

1.1.25 "**Schedule of Land**" means the schedule described as such and forming part of this Lease.

1.1.26 "**Schedule of Terms**" means this schedule described as such and forming part of this Lease.

2. TERM

2.1 The term of this Lease shall commence on the Date of Commencement and shall be for the period specified in Item 4 of the Reference Schedule.

3. RIGHT OF RENEWAL OF LEASE

3.1 If the Lessee has not been in any material breach of this Lease and has given to the Lessor written notice to renew this Lease at least three (3) calendar months before the end of each term then the Lessee shall have the right to obtain in accordance with the provisions of this lease a renewed lease of the Land for the term of years specified in Item 5 of the Reference Schedule computed from the relevant date specified in Item 6 of the Reference Schedule and subject to the same covenants and provisions expressed and implied in this Lease.

3.2 If the Lessee fails within the time aforesaid to give any notice under Clause 3.1 as to whether it desires a renewed lease and the Lessor at any time after such expired time has given one month's written notice to the Lessee advising the Lessee that it has one further month from the date of such letter to exercise its right of renewal, and the Lessee still fails to advise the Lessor of its desire to renew, then the Lessee shall be deemed to have given notice that a renewed lease is not required. If the Lessee gives notice in writing that it does not desire a renewed lease or there is a deemed notice

6.4 LEASE WITH THE NEW ZEALAND POLICE FOR NELSON CENTRAL POLICE STATION

that a renewal is not required then its right for a renewed lease shall cease on expiry of the one month notice period aforesaid or on the date at which notice is received by the Lessor (as the case may be).

- 3.3 Any notice by the Lessee under clause 3.1 or clause 3.2 of its desire to accept a renewed lease shall be deemed to constitute a contract between the Lessor and the Lessee for the granting and acceptance of a renewed lease at the rent to be determined under Clause 5 for the term and subject to the covenants and provisions referred to in Clause 3.1.
- 3.4 The term of any renewed lease shall run from the day immediately after the expiry of the prior lease, and the rent thereunder shall accrue from that date instead of the rent reserved in the prior lease, notwithstanding the fact that the renewed lease may not be executed until after that date. Clause 5.11 shall otherwise apply.
- 3.5 The Lessor shall prepare each memorandum of renewal of this Lease and the Lessee will forthwith enter into and execute such memorandum of renewal of lease.

4. RENT

- 4.1 The Lessee shall pay the annual rent specified in Item 7 of the Reference Schedule from the Date of Commencement until the rent is varied under Clause 5 at which time the Lessee will pay rent at the varied rate.
- 4.2 Rent shall be paid on the first day of each month by equal monthly payments in advance with broken period payments due on a proportionate basis for any broken period at the Date of Commencement and on expiry of the Lease term.
- 4.3 All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.

5. RENT REVIEW PROVISIONS

- 5.1 In this clause "**Initiating Party**" means the party that gives the Notice defined in Clause 5.2 and "**Recipient**" means the party that receives that Notice.
- 5.2 The annual rent may be reviewed by the Lessor or by the Lessee on the dates specified in Item 9 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 9 of the Reference Schedule (each of such dates being called the "**review date**") either party may give notice in writing to the other ("**the Notice**") of that party's assessment of the annual rent of the Land to apply from that particular review date.
- 5.3 The annual rent of the Land shall be assessed on the basis of current market rental of the Land as determined as at the review date. In determining the annual rent of the Land the valuers and any umpire shall, in addition to other relevant factors:
- 5.3.1 Disregard:
- (a) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
 - (b) the value of any goodwill attributable to the Lessee's business; and
 - (c) all Improvements made to the Land.

6.4 LEASE WITH THE NEW ZEALAND POLICE FOR NELSON CENTRAL POLICE STATION

5.3.2 Have regard to:

- (a) the Lessor's Improvements;
- (b) the permitted use under this Lease; and
- (c) Regional and District Plans.

5.4 In the event that the Recipient does not agree with the Initiating Party's assessment of the annual rent of the Land to apply from the particular review date, the Recipient shall notify the Initiating Party in writing ("**the Counter Notice**") within twenty-one (21) days (in which respect time shall be of the essence) that the Recipient requires such rent to be determined in accordance with Clause 5.7 and the Recipient shall set out in the Counter Notice the amount which the Recipient considers to be the annual rent as at the particular review date.

5.5 Unless such notice is given by the Recipient within twenty-one (21) days, then the amount stated in the Notice shall become the annual rent of the Land reserved by this Lease as and from the particular review date in substitution of the previous amount payable.

5.6 Neither party shall by reason of its failure to give the Notice prior to any review date forfeit its right to have the annual rent reviewed as from that particular review date and the reviewed annual rent which should have been paid from that particular review date shall date back to and be payable from that particular review date and any payment of or receipt for the payment of ground rent due on or after a particular review date shall not prejudice either party's right to demand repayment or payment thereafter of any additional annual rent overpaid or payable pursuant to the provisions of Clause 5.11.2.

5.7 Where the Counter Notice is given, the Lessor and Lessee shall enter into negotiations to resolve the dispute. Should agreement not be reached within fourteen (14) days (or such longer period as the Lessor and Lessee shall agree upon in writing) after the date on which the Recipient gives the Counter Notice then:

5.7.1 The Lessor and Lessee shall, within twenty-one (21) days after the date on which the Recipient gives the Counter Notice, each appoint a valuer to jointly determine the ground rent of the Land. A valuer nominated by either party pursuant to this Clause shall be a full registered member of the New Zealand Institute of Valuers and shall be competent to practice as a valuer of ground leases and shall have at least five (5) years experience in valuing ground leases within the district in which the Land is situated and be active in the market at the time of his or her appointment.

5.7.2 If either the Lessor or the Lessee fails to appoint a valuer within twenty-one (21) days as aforesaid, then the determination of the annual rent shall be made by the sole valuer as nominated by either the Lessor or Lessee as the case may be, within one (1) month of the expiry of the twenty-one (21) days as aforesaid and his or her determination shall be final and binding on both parties as if his or her appointment had been by consent.

5.7.3 Before proceeding with their determination, the said valuers shall agree upon and appoint an umpire (also qualified in the manner referred to in Clause 5.7.1) and obtain the umpire's acceptance in writing of his or her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within one month of being instructed to

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proceed or such other time period as the Lessor and Lessee may agree, whichever is the latest.

- 5.7.4 If the said valuers within fourteen (14) days of the date of their appointment either fail to appoint an umpire or are unable to agree upon an umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such Institute to appoint an umpire (also qualified in the manner aforesaid) and obtain the umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance undertakes to hand down his or her determination of the annual rent in the same manner as if he or she had been appointed pursuant to Clause 5.7.1.
- 5.7.5 Subject to Clauses 5.7.2, 5.7.3 and 5.7.4 the valuers so nominated shall within one (1) month of the date of appointment jointly determine the annual rent as at that particular review date. In the event that either valuer fails to provide to the other valuer his or her written assessment of the annual rent within one month of the date of appointment, then the annual rent shall be determined by the other valuer and his or her determination shall be final and binding on both parties.
- 5.7.6 If the said valuers are unable to agree upon a determination within one month of their appointment or within such extended time as the Lessor and Lessee may agree, then the annual rent shall be determined by the umpire whose determination shall be final and binding on the parties. The umpire shall without limiting his or her enquiries and conduct of any hearing:
- (a) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;
 - (b) have due regard to any evidence submitted by the valuers as to their assessment of the annual rent;
 - (c) take into account any expert witness evidence considered relevant to the hearing;
 - (d) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties; and
 - (e) give in his or her determination the reasons therefore in writing.
- 5.8 The costs incurred in the determination pursuant to Clause 5.7 of the annual rent shall be borne by the parties in the following manner:
- (a) subject to Clause 5.7.8(b) each party shall be responsible for the cost of its own appointed valuer;
 - (b) where the determination is made by a single valuer pursuant to Clause 5.7.2 the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;
 - (c) the parties shall share equally the costs of the umpire unless any party has acted capriciously or unreasonably in any of the proceedings pursuant to the provisions of this Clause 5.7 in which case the umpire may determine the manner in which such costs shall be apportioned between the parties

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PROVIDED THAT in all cases if the annual rent to apply from the review date is:

- (i) equal to or exceeding the annual rent nominated in the notice given by the Lessor (whether the Notice or the Counter Notice) then all costs of the valuers and the umpire (where applicable) shall be borne by the Lessee alone, or
- (ii) equal to or less than the annual rent nominated in the notice given by the Lessee (whether the Notice or the Counter Notice) then all costs of valuers and the umpire (where applicable) will be borne by the Lessor alone;
- (iii) other than the foregoing then all costs of valuers and the umpire (where applicable) will be borne equally by the Lessor and the Lessee.

5.8 The valuers or umpire shall be deemed to be acting as experts and not as arbitrators.

5.9 Any variation in the annual rent resulting from such determination shall take effect on and from that particular review date.

5.10 Where a review pursuant to this Clause 5 of the annual rent reserved by this Lease is completed after the review date, then:

5.10.1 Pending completion of the review, annual rent shall be paid at the rate prevailing immediately prior to the relevant review date;

5.10.2 On completion of the review, any increased annual rent payable as from the review date shall be paid by the Lessee to the Lessor no later than the date on which the next installment of annual rent is payable hereunder;

5.10.3 On completion of the review, any overpayment of annual rent paid as from the review date shall be held by the Lessor to the Lessee's credit on account of annual rent next falling due for payment unless the Lessee requests the Lessor in writing to refund such payment in which case the Lessor will comply with that request.

5.11 If any moratorium or other law Act or regulation that applies to this Lease has the effect of postponing any periodic review of annual rent as at the review date then if and whenever such moratorium is lifted or the law, Act or regulation is repealed or amended so as to permit the annual rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, Act or regulation is repealed or amended to the intent that the rent review shall establish the annual rent as at such date and not as at the postponed review date but any subsequent rent review shall take place on the next following review date fixed in accordance with Clause 5.

5.12 Immediately upon the parties agreeing to pay a revised annual rent or on determination under Clause 5.7 the Lessee shall enter into an appropriate registrable Memorandum of Variation of Lease recording such revised annual rent prepared by the Lessor.

6. CHARGES

6.1 The Lessee will pay all charges incurred by the Lessee for electricity, gas, water or power or other services in respect of the Land and Improvements including all

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connection, disconnection, or other fees payable by the Lessee or the Lessor to other authorities in respect of such services.

- 6.2 The Lessor will pay for all costs of service, installation, maintenance and connection to the nearest approved local authority connection points.

7. PAYMENT OF RATES AND IMPOSITIONS

- 7.1 The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Improvements or on the Lessor or Lessee in respect thereof by any Authority.

8. GOODS AND SERVICES TAX

- 8.1 The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act 1985 or any similar tax levied in substitution therefore including all amendments and any enactments in substitution therefore or in addition thereto or otherwise in respect of any payments made by the Lessee under this Lease (including the payment of annual rent) or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

9. INTEREST ON OVERDUE RENT OR OTHER MONEYS

- 9.1 Without prejudice to other rights powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount owing by the Lessee to the Lessor whatsoever pursuant to this Lease shall be in arrears and unpaid for fifteen (15) business days after the due day for payment thereof (whether any formal or legal demand therefor shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate being 1% above the average 90 day bank bill buy rate (described as the BID rate) at 10.45 am on the date the payment was due as shown on page BKBM (or its successor page) on the Reuters screen or at a rate based on any successor screen or if there is none at a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default and the said interest shall be recoverable in the same manner as rent in arrears.

10. USE OF THE LAND AND IMPROVEMENTS

- 10.1 The Lessee shall be permitted the right to carry on the business specified in Item 10 of the Reference Schedule.
- 10.2 Should any of the uses of the Land and any Improvements be permissible only with the consent or licence of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or licence at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions required and the Lessee shall at all times comply with any conditions of such consent, order or authority obtained.

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- 10.3 Where the Lessee is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or other consents from any Authority such as required under section 348 of the Local Government Act 1974, the Lessor agrees that it and any officer, or employee or agent of the Lessor shall not raise any objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.
- 10.4 Despite any other provision in this Lease, if at any time during the term of this Lease, the Land cannot be, or can no longer be lawfully used for Police purposes, the Lessee may terminate this Lease on giving reasonable notice to the Lessor.

11. NO FENCING

- 11.1 The Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land and any land owned or occupied by the Lessor but nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

12. STATUTORY REQUIREMENTS

- 12.1 The Lessee must comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:
- 12.1.1 ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;
- 12.1.2 comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land and the requirements imposed and otherwise arising under the Resource Management Act 1991; and
- 12.1.3 ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety in Employment Act 1992.
- 12.2 The Lessee shall not, during the term of this Lease:
- 12.2.1 make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;
- 12.2.2 suffer insolvency, bankruptcy or liquidation; or
- 12.2.3 suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this subclause 12.2.3 shall have no application or effect whilst Her Majesty the Queen Acting By and Through the Commissioner of Police is the Lessee hereunder.

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13. ASSIGNMENT OR SUBLETTING

- 13.1 The Lessee will not without the previous consent in writing of the Lessor assign or transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without some good cause assigned having regard to the solvency or respectability of the proposed assignee or transferee or sublessee. Notwithstanding this Clause where the Crown (as that term is defined in section 2 of the Public Finance Act 1989) remains as the Lessee under this Lease and in occupation from the Lessor the consent of the Lessor shall not be required when another Crown entity assumes occupation of all or any part of the Land except that on each occasion that a different Crown entity (as defined in section 7(1) of the Crown Entities Act 2004) or other Crown body or state owned enterprise assumes the role and obligations of the Lessee under this Lease the Lessee shall notify the Lessor in writing of that change.
- 13.2 In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange or a person under Clause 13.5 the Lessor may require the directors and/or the controlling shareholders of such company to enter into a deed guaranteeing the performance by that company of the terms of this Lease such guarantee to be in a form reasonably acceptable to the Lessor.
- 13.3 Clause 13 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- 13.4 For the purposes of Clause 13.1 any proposed change in the shareholding of the Lessee or any amalgamation under Section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be a deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in Clause 13.5.
- 13.5 For the purposes of Clause 13.1 any proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control in the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this Clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.
- 13.6 Where any assignment or transfer of this Lease is consented to by the Lessor, the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessor's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee but the execution of such covenant shall not release the Lessee from the Lessee's obligations under this Lease.
- 13.7 Notwithstanding any Rule of Law or anything herein expressed or implied to the contrary where Her Majesty the Queen acting by and through the Commissioner of Police in New Zealand as Lessee assigns this Lease under the provisions of this Clause 13, all the liabilities of the Lessee expressed or implied under this Lease, whether contingent or otherwise for the payment of future rents or other moneys or the future observance or performance of any of the Covenants, conditions or agreements on the part of the Lessee shall cease and determine absolutely as from the date of the Assignment thereof, but without releasing the Lessee from liability for any antecedent breach thereof.

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14. LESSEE'S ACKNOWLEDGEMENT OF RISK

- 14.1 The Lessee agrees to occupy and use the Land and any Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Improvements thereon except where the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

15. QUIET ENJOYMENT/REPUDIATION

- 15.1 Provided the Lessee performs and observes the covenants provisos conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease. For the avoidance of doubt, the phrase "person or persons claiming under the Lessor" does not include beneficiaries of any trust of which the Lessor is trustee.

- 15.2 The Lessor is to compensate the Lessee and the Lessee shall be entitled to recover any damages for any loss or damage suffered by reason of any acts or omissions of the Lessor constituting a repudiation of the Lease or the Lessor's obligations under the Lease. Such entitlement shall subsist notwithstanding any cancellation or early termination of the Lease and shall be in addition to any other right or remedy which the Lessee may have.

16. REGISTRATION

- 16.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 1952.
- 16.2 The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

17. IMPROVEMENTS DURING LEASE

- 17.1 Throughout the term of this Lease and on any renewal any Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing.
- 17.2 Throughout the term of this Lease and on any renewal the Lessee shall have the right to alter, construct and demolish any Improvements on the Land without the need to obtain the Lessor's consent providing all obligations required of the Lessee under this Lease relevant to Improvements on the Land are satisfied.

18. IMPROVEMENTS ON TERMINATION OF LEASE

- 18.1 No later than twelve (12) months prior to the expiry of any ten (10) year term of Lease the Lessee may give notice ("**the Lessee's Transfer Notice**") to the Lessor specifying any Improvements which the Lessee wishes to transfer to the Lessor following expiry of the Lease or renewal. The Lessee's Transfer Notice shall contain details of those Improvements, their current market value and the proposed terms of transfer of the Improvements.

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- 18.2 The Lessor agrees to consult with the Lessee regarding the Improvements specified in the Lessee's Transfer Notice, and to consider any proposal to transfer such Improvements. Nevertheless, the Lessee acknowledges that nothing in this clause or in the Lessee's Transfer Notice shall oblige the Lessor to take a transfer of, or to pay any compensation or consideration for, such Improvements.
- 18.3 If no agreement is reached regarding the transfer of Improvements pursuant to this clause (before six months prior to the expiry of the Lease, or before the earlier termination of the Lease) the following provisions of this Clause 18 shall apply.
- 18.4 On termination of this Lease (whether by expiry of time or otherwise) except where the Lessee has exercised any rights of renewal, the Lessee will remove any Improvements specified in a written notice ("**the Lessee's Removal Notice**") given to the Lessor in accordance with Clause 18.5.
- 18.5 The Lessee will remove Improvements that are clearly identified in the Lessee's Removal Notice which must be given no later than three (3) months prior to the expiry of the term (time being of the essence) or one (1) month after any sooner termination.
- 18.6 The Lessee must remove all Improvements specified in the Lessee's Removal Notice within six (6) months from the date of termination (time being of the essence) and must ensure within that time that all services to any Improvements are properly and lawfully disconnected, the Land under any Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed and left in a neat and tidy condition.
- 18.7 If the Lessee fails to remove any Improvements specified in the Lessee's Removal Notice in accordance with Clause 18.6 then if the Lessor removes them within 12 months of the termination date, it shall recover all costs directly and indirectly incurred in their removal, from the Lessee.
- 18.8 Any Improvements remaining on the Land after the period referred to in Clause 18.6 shall become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.
- 18.9 The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease until it has met its obligations under Clause 18.6.
- 18.10 Whenever resource consent is required to remove or demolish any Improvements the Lessee shall use all reasonable endeavours to obtain all necessary consents and shall continue to be obliged to pay rent and outgoings under this Lease until such time that the Lessor is satisfied on reasonable grounds that the Lessee has used all reasonable endeavours to obtain all necessary consents and produced to the Lessor evidence satisfactory to the Lessor to satisfy this requirement.
- 18.11 At the expiry of the lease if the Lessor has specified in writing no less than three (3) months prior to the final expiry date of the lease that a change of any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land is required the Lessee shall be obliged to obtain any change.

19. DESTRUCTION AND REDEVELOPMENT

- 19.1 The Lessee shall be entitled to carry out repairs, demolition, relocation, additions, reinstatement or redevelopment to any Improvements on the Land in the event of total

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or partial destruction or in the event of the Lessee wishing to demolish, relocate, redevelop, replace or add to any Improvements on the Land provided the following conditions are or will be satisfied:

19.1.1 any repair, demolition, relocation, addition, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and

19.1.2 the Lessee is able to obtain all resource and building consents necessary to carry out any works programme; and

19.1.3 upon satisfaction of such conditions the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Improvements or such part of Improvements requiring such work in accordance with the conditions set out above.

19.2 In the event that the Lessee is prevented or unable to reinstate or rebuild in the event of total or partial destruction it may forthwith terminate this Lease provided that the Lessee demolishes the Improvements and clears and restores the Land all in accordance with the requirements of Clause 18.6.

20. NOTICES

20.1 All notices must be in writing and must be served by one of the following means:

(a) in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and

(b) in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:

(i) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or

(ii) by personal delivery, or by posting by registered or ordinary mail, or by facsimile transmission.

20.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:

(a) in the case of personal delivery, when received by the addressee at the address detailed in clause 20.3; and

(b) in the case of posting by registered mail, on the third working day following the date of posting to the addressee at the address detailed in clause 20.3; and

(c) in the case of facsimile transmission, on the working day following the date of sending to the addressee's facsimile number designated in clause 20.3 provided that the sender produces a confirmation notice that the facsimile has been sent on that day.

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20.3 Details for Notices

Lessor

Te Ātiawa o Te Waka-a-Maui Trust

c/- 72 Trafalgar St, Nelson 7010 or P.O. Box 10, Nelson 7010

Fax: 03 548 4901

Contact Name: John Murray.

Lessee

Andrew Mac Arthur, Property Manager, National Property Office

New Zealand Police

PO Box 3017, Wellington 6140

Fax (04) 498 7415

- 20.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Lessor, it is to be supported by satisfactorily written delegation from the Lessor confirming the appointment of the party giving the notice.

21. DEFAULT BY LESSEE

- 21.1 The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the land at the time or any time thereafter:

21.1.1 If the rent shall be in arrear twenty (20) working days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) working days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;

21.1.2 In case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with Section 246 of the Property Law Act 2007; and

21.1.3 the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

22. DISPUTE RESOLUTION

- 22.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.

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- 22.2 If the parties cannot resolve a dispute or difference within fifteen (15) business days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).
- 22.3 If the parties cannot agree on any dispute resolution technique within a further fifteen (15) business days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under Clause 22.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.
- 22.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

23. COSTS

- 23.1 The parties shall each pay their own solicitors' costs on preparing and finalising this Lease or any renewal or variation of this Lease.
- 23.2 The Lessee shall be responsible for payment of all registration fees including agency charges imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.
- 23.3 The Lessee shall pay for all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observance of any of the terms, covenants and conditions of this Lease.

24. LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS

- 24.1 The Lessor will have the right to inspect the Land no more than twice each year during the term or any renewal of this Lease with valuers or other experts and consultants provided such inspections are carried out at times reasonably acceptable to the Lessee on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. Any such inspections should be carried out in accordance with the Lessee's security and health and safety requirements and the Lessee shall have the right to change any suggested time to a mutually convenient time.
- 24.2 Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lease for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.
- 24.3 If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third

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parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:

- (a) complete a security check on terms reasonably acceptable to the Lessee;
- (b) provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing; and
- (c) familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.

24.4 The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.

24.5 The Lessee will during the period of three (3) months prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees or purchasers and allow the Lessor to affix to the Land appropriate sale or reletting notices.

25. DISPOSAL OF LESSOR'S INTEREST

25.1 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land provided:

25.1.1 any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and

25.1.2 that while Her Majesty the Queen is the Lessee and occupies the Land the following further provisions shall apply:

- (a) the Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee);
- (b) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:
 - (i) the proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or
 - (ii) the role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within five (5) working days of receiving the Lessor's advice pursuant to clause 25.1 above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

25.2 If the Lessor does not receive written notice from the Lessee pursuant to clause 25.1 above together with grounds to substantiate its reasonable apprehension within five (5) working days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.

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6.4 LEASE WITH THE NEW ZEALAND POLICE FOR NELSON CENTRAL POLICE STATION

- 25.3 If the Lessee objects to the proposed Assignee in accordance with clause 25.1 above, then the Lessor shall not dispose of its interest to the proposed Assignee.
- 25.4 If the Lessor fails to advise the Lessee in writing of the disposal of its interest in the Land and the Lessee has objections to the proposed Assignee based on those reasons set out in clauses 25.1 above, then the Lessee shall be entitled at any time thereafter to terminate this Lease on seven (7) days written notice and the Lessee's obligations under this Lease shall cease from the expiration of such notice.

26. HOLDING OVER

- 26.1 If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) working days written notice at the rent then payable per month for the Land and otherwise on the same covenants and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

27. EXCLUSION OF IMPLIED PROVISIONS

- 27.1 The following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

27.1.1 Clause 10 - Premises unable to be used for particular purpose; and

27.1.2 Clause 11 - Power to inspect premises.

6.4 LEASE WITH THE NEW ZEALAND POLICE FOR NELSON CENTRAL POLICE STATION

SCHEDULE OF LAND

The Nelson Central Police station located at St John Street, Nelson, legally described as:

- (a) all that parcel of land containing 0.0855 hectares, more or less, being Parts Section 178 City of Nelson, as comprised and described in computer freehold register NL10B/663;
 - (b) all that parcel of land containing 0.0053 hectares, more or less, being Part Section 178 City of Nelson, as comprised and described in computer freehold register NL94/185;
 - (c) all that parcel of land containing 0.0353 hectares, more or less, being Part Section 180 City of Nelson, as comprised and described in computer freehold register NL9B/424;
 - (d) all that parcel of land containing 0.0188 hectares, more or less, being Part Sections 178 and 180 City of Nelson, as comprised and described in computer freehold register NL9B/425;
 - (e) all that parcel of land containing 0.0455 hectares, more or less, being Part Section 180 City of Nelson. All Transfer 53570;
 - (f) all that parcel of land containing 0.0334 hectares, more or less, being Parts Section 180 City of Nelson. All Proclamation. 1180.
 - (g) all that parcel of land containing 0.0961 hectares, more or less, being Part Section 180 City of Nelson, as comprised and described in computer freehold register NL25/289;
- (all Nelson Land District)

(

6.5 LEASE WITH NEW ZEALAND DEFENCE FORCE FOR ARMY DRILL HALL

(

DEED OF LEASE

FIFTH EDITION 2008

DEED made the _____ day of _____

LANDLORD Te Atiawa o Te Waka-a-Maui Limited

TENANT Her Majesty the Queen in Right of Her Government in New Zealand acting by and through the Chief of Defence Force pursuant to section 25(5) of the Defence Act 1990

GUARANTOR

THE LANDLORD leases to the Tenant and the Tenant takes on lease the premises and the car parks (if any) described in the First Schedule together with the right to use:

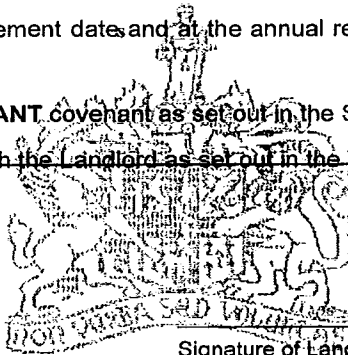
- a) The Landlord's fixtures and fittings contained in the premises.
- b) The common areas of the property.

FOR the term from the commencement date and at the annual rent (subject to review if applicable) as set out in the First Schedule.

THE LANDLORD AND THE TENANT covenant as set out in the Second Schedule.

~~THE GUARANTOR covenants with the Landlord as set out in the Third Schedule.~~

SIGNED by the Landlord *
Te Atiawa o Te Waka-a-Maui Limited
in the presence of:



Signature of Landlord

Witness Signature

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

Witness Name

Witness Occupation

Signature of Landlord

Witness Address

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: Signing by a company - please refer to the note on page 2

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.5 LEASE WITH NEW ZEALAND DEFENCE FORCE FOR ARMY DRILL HALL

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SIGNED by the Tenant *

for the Chief of Defence Force by **Peter Andre
Bollmann, Director
of Housing and
Property pursuant
to a delegated
authority under
section 30(2) of the
Defence Act 1990**
in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Tenant

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

**Peter Andre Bollmann
Director of Housing & Property**

Signature of Tenant

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

SIGNED by the Guarantor *

in the presence of:

Witness Signature

Witness Name

Witness Occupation

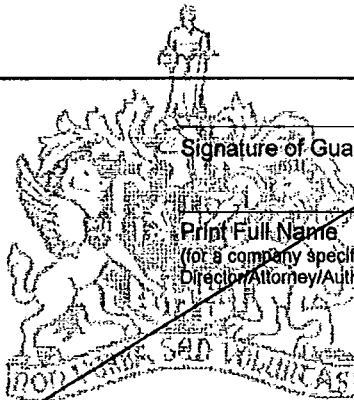
Witness Address

Signature of Guarantor

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

Signature of Guarantor

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)



* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: Signing by a company – to ensure that this document binds the company as a deed, it must be signed in accordance with section 180 of the Companies Act 1993.
If two directors sign, no witnessing is necessary.
If only one director or a director and authorised signatory(ies) or attorney(ies) sign, signatures must be witnessed.

TE ĀTIWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.5 LEASE WITH NEW ZEALAND DEFENCE FORCE FOR ARMY DRILL HALL

FIFTH EDITION 2008

FIRST SCHEDULE

PREMISES: All that freehold parcel of land situated at [55 Hardy Street], Nelson, described as Lot 2 DP 566, Pt Lot 4 DP 1460, Sec 1130, Sec 1130A, Pt Sec 153, Pt Sec 669, Pt Sec 1208, City of Nelson

~~CAR PARKS:~~

TERM: 5 years

COMMENCEMENT DATE: []

RIGHTS OF RENEWAL: Nil

RENEWAL DATES: N/A

FINAL EXPIRY DATE: 5 years after the commencement date

ANNUAL RENT:	Premises	\$	plus GST
(Subject to review if applicable)	Car Parks	\$	plus GST
	TOTAL	\$	plus GST

MONTHLY RENT: \$ plus GST

RENT PAYMENT DATES: The day of each month commencing on the day
of 20

RENT REVIEW DATES:

(Delete where appropriate: if neither option is deleted, then option (a) applies)

~~(a) Each renewal date~~

~~OR N/A~~

(b) *(Insert dates)* The date which is 2 years and 6 months following the Commencement Date

PROPORTION OF OUTGOINGS: (clause 3.1) 100% refer clause 3.1

DEFAULT INTEREST RATE: (clause 5.1) 10% per annum

IMPROVEMENTS RENT PERCENTAGE: (clause 21.2) Nil %

BUSINESS USE: (clause 16.1) Any use permitted by the Defence Purposes Designation applicable to the premises and any use permitted under the district plan

LANDLORD'S INSURANCE: (clause 23.1)

(Delete or amend extent of cover as appropriate)

(1) Cover for fire, flood, explosion, lightning, storm, earthquake, and volcanic activity; and

~~(2) Cover for the following additional risks:-~~

on the following basis:

(a) Full replacement and reinstatement (including loss damage or destruction of windows and other glass);

(Delete either (a) or (b): if neither option is deleted, then option (a) applies)

OR

~~(b) Indemnity to full insurable value (including loss damage or destruction of windows and other glass).~~

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.5 LEASE WITH NEW ZEALAND DEFENCE FORCE FOR ARMY DRILL HALL

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OUTGOINGS
(clause 3)

1. Rates or levies payable to any local or territorial authority.
2. Charges for water gas electricity telephones and other utilities or services, including line charges.
3. Rubbish collection charges.
4. New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.
5. Any insurance excess (but not exceeding \$500) in respect of a claim and insurance premiums and related valuation fees (clause 23).
6. Service contract charges for air conditioning, lifts, other building services and security services.
7. Cleaning maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair).
8. The provisioning of toilets and other shared facilities.
9. The cost of ground maintenance i.e. lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences.
10. Yard and car parking area maintenance and repair charges but excluding charges for structural repairs to any car parking area of the building, and also excluding any resurfacing or resealing of any yard and car parking area.
11. ~~Body Corporate charges for insurance premiums and related valuation fees and management administration expenses.~~
12. ~~Management expenses.~~
13. The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004.



6.5 LEASE WITH NEW ZEALAND DEFENCE FORCE FOR ARMY DRILL HALL

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SECOND SCHEDULE

TENANT'S PAYMENTS

Rent

- 1.1 THE Tenant shall pay the annual rent by equal monthly payments in advance (or as varied pursuant to any rent review) on the rent payment dates. The first monthly payment (together with rent calculated on a daily basis for any period from the commencement date of the term to the first rent payment date) shall be payable on the first rent payment date. All rent shall be paid without any deductions or set-off by direct payment to the Landlord or as the Landlord may direct.

Rent Review

- 2.1 THE annual rent payable as from each rent review date shall be determined as follows:
- (a) Either party may not earlier than 3 months prior to a rent review date and not later than the next rent review date give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant rent review date.
 - (b) If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within 20 working days after service of the Initiator's notice disputing the annual rent proposed and specifying the annual rent proposed by the Recipient as the current market rent, then the new rent shall be determined in accordance with clause 2.2. Such notice must state the consequences of the Recipient not responding to it, as stated in clause 2.1(c).
 - (c) If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.
 - ~~(d) Notwithstanding any other provision of this clause, the annual rent payable as from the relevant rent review date shall not be less than the annual rent payable as at the commencement date of the then current lease term.~~
 - (e) The annual rent agreed, determined or imposed pursuant to this clause shall be the annual rent payable as from the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant rent review date but subject to clause 2.3 and 2.4.
 - (f) The rent review at the option of either party may be recorded in a Deed.

Rent Determinations

- 2.2 IMMEDIATELY following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within 10 working days then the new rent may be determined either:

- (a) By one party giving written notice to the other requiring the new rent to be determined by arbitration; or
- (b) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - (1) Each party shall appoint a valuer and give written notice of the appointment to the other party within 10 working days of the parties agreeing to so determine the new rent.
 - (2) If the party receiving a notice fails to appoint a valuer within the 10 working day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties;
 - (3) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer;
 - (4) The valuers appointed by the parties shall determine the current market rent of the premises but if they fail to agree then the rent shall be determined by the third expert.
 - (5) Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any such representations but not be bound thereby.
- (c) *

When the new rent has been determined the person or persons determining the same shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and such provision shall be binding on the parties. * In assessing the current market rent of the premises, the rental assessment must exclude the value of any additions, improvements, fixtures and fittings paid for or owned by the Tenant.

Interim Rent

- 2.3 PENDING determination of the new rent, the Tenant shall from the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant rent review date, until the determination of the new rent pay an Interim rent as follows:

- (a) If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
- (b) If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
- (c) If no registered valuer's certificates are supplied, the Interim rent payable shall be the rent payable immediately prior to the relevant rent review date:

~~but in no circumstances shall the interim rent be less than the rent payable as at the commencement date of the then current lease term.~~

The Interim rent payable shall be determined as at the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant rent review date and, subject to clause 2.4, shall not be subject to adjustment.

- 2.4 UPON determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Tenant. Any shortfall in payment shall immediately be payable by the Tenant.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

6.5 LEASE WITH NEW ZEALAND DEFENCE FORCE FOR ARMY DRILL HALL

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Outgoings

- 3.1 THE Tenant shall pay the outgoings properly and reasonably incurred in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Tenant shall pay such proportion thereof as is specified in the First Schedule or if no proportion is specified then such fair proportion as shall be agreed or failing agreement determined by arbitration.
- 3.2 THE Landlord may vary the proportion of any outgoing payable to ensure that the tenant pays a fair proportion of the outgoing.
- 3.3 IF any outgoing is rendered necessary by another tenant of the property or that tenant's employees, contractors or invitees causing damage to the property or by another tenant failing to comply with that tenant's leasing obligations, then such outgoing shall not be payable by the Tenant.
- 3.4 THE outgoings shall be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term.
- 3.5 THE outgoings shall be payable on demand or if required by the Landlord by monthly instalments on each rent payment date of such reasonable amount as the Landlord shall determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand.
- 3.6 AFTER the 31st March in each year of the term or such other date in each year as the Landlord may specify, and after the end of the term, the Landlord shall supply to the Tenant reasonable details of the actual outgoings for the year or period then ended. Any over payment shall be credited or refunded to the Tenant and any deficiency shall be payable to the Landlord on demand.
- 3.7 THE Tenant's liability to pay outgoings during the term shall subsist notwithstanding the end or earlier termination of the term.
- 3.8 SUBJECT to clauses 8.1, 16.2 and 21.1 the Tenant shall be liable to pay only those outgoings specified in the First Schedule.
- 3.9 ANY profit derived by the Landlord and if a company by its shareholders either directly or indirectly from the management of the property shall not comprise part of the management expenses payable as an outgoing.

Goods and Services Tax

- 4.1 THE Tenant shall pay to the Landlord or as the Landlord shall direct the Goods and Services Tax payable by the Landlord in respect of the rental and other payments payable by the Tenant hereunder. The tax in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable upon demand.
- 4.2 IF the Tenant shall make default in payment of the rental or other moneys payable hereunder and the Landlord becomes liable to pay additional Goods and Services Tax then the Tenant shall on demand pay to the Landlord the additional tax.

Interest on Unpaid Money

- 5.1 IF the Tenant defaults in payment of the rental or other moneys payable hereunder for 10 working days then the Tenant shall pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment to the date of payment. ~~after receiving written notice of such default from the Landlord~~ ~~from the due date for payment to the date of expiry of the 10 day notice period~~

Costs

- 6.1 THE Tenant shall pay the Landlord's solicitors' reasonable costs of and incidental to the preparation of this lease and any variation or renewal or any Deed regarding a rent review, the Landlord's reasonable costs incurred in considering any request by the Tenant for the Landlord's consent to any matter contemplated by this lease, and the Landlord's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Landlord's rights remedies and powers under this lease.
- 6.2 Each party shall otherwise pay its own costs in regard to this Lease and any variation of this Lease.

LANDLORD'S PAYMENTS

Outgoings

- 7.1 SUBJECT to the Tenant's compliance with the provisions of clause 3 the Landlord shall pay all outgoings in respect of the property not payable by the Tenant direct. The Landlord shall be under no obligation to minimise any liability by paying any outgoing or tax prior to receiving payment from the Tenant.

MAINTENANCE AND CARE OF PREMISES

Tenant's Obligations

- 8.1 THE Tenant shall (subject to any maintenance covenant by the Landlord) be responsible to:
- (a) **Maintain the premises**
- In a proper and workmanlike manner and to the reasonable requirements of the Landlord keep and maintain the interior of the premises including the Landlord's fixtures and fittings in the same clean order repair and condition as they were in at the commencement of this lease and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use. Where the premises are damaged by fire flood explosion lightning storm earthquake volcanic activity or any risk against which the Landlord is (or has covenanted with the Tenant to be) insured, then the Tenant is liable for the cost of making good that damage to the extent that:
- (1) the damage was intentionally caused by the Tenant or those for whom the Tenant is responsible;
 - (2) the damage was the result of an act or omission by the Tenant or those for whom the Tenant is responsible and that act or omission:
 - (i) occurred on or about the property; and
 - (ii) constitutes an indictable offence within the meaning of the Summary Proceedings Act 1957; or
 - (3) any insurance moneys otherwise payable are rendered irrecoverable because of an act or omission of the Tenant or those for whom the Tenant is responsible.

**TE ĀTIWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

6.5 LEASE WITH NEW ZEALAND DEFENCE FORCE FOR ARMY DRILL HALL

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- (b) **Breakages and Damage**
Pay for the repair of all glass breakages and breakage or damage to all doors windows light fittings and power points of the premises and shall keep that portion of the electrical system of the premises from the switchboard to all power outlets in good operating condition;
- ~~(c) **Painting**
Paint and decorate those parts of the interior of the premises which have previously been painted and decorated when the same reasonably require repainting and redecoration to a specification as approved by the Landlord;~~
- (d) **Floor coverings**
Keep all floor coverings in the premises clean and replace all floor coverings worn or damaged other than by fair wear and tear with floor coverings of a similar quality when reasonably required by the Landlord; **The Tenant shall not be required to replace any floor coverings within the premises except where such replacement is reasonably**
- (e) **Damage or Loss**
required as a consequence of damage caused by the Tenant (not being fair wear and tear); and
Make good any damage to the property or loss caused by improper careless or abnormal use by the Tenant or those for whom the Tenant is responsible, to the Landlord's reasonable requirements.

8.2 WHERE the Tenant is leasing all of the property, the Tenant shall:

- (a) **Maintain yards and fences (excluding resurfacing or resealing)**
Keep and maintain any surfaced areas and all fences in good order and repair;
- (b) **Care of grounds**
Keep any grounds yards and surfaced areas in a tidy condition and maintain any garden or lawn areas in a tidy and cared for condition;
- (c) **Water and drainage**
Keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed; and
- (d) **Other works**
Carry out such works to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.

8.3 THE Tenant shall not be liable for the maintenance or repair of any building service the subject of a service maintenance contract but this clause shall not release the Tenant from any obligation to pay for the cost of any such contract or charges in respect of any such maintenance or repair.

8.4 NOTWITHSTANDING any other provision of this lease, the Tenant shall not be liable to repair any inherent defect in the premises or the Landlord's fixtures and fittings nor to pay any outgoings incurred by the Landlord in remedying any inherent defect.

8.5 IF the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of clause 8.1 or 8.2 the Tenant shall with all reasonable speed so comply.

Toilets

9.1 THE toilets sinks and drains shall be used for their designed purposes only and no substance or matter shall be deposited in them which could damage or block them.

Rubbish Removal

10.1 THE Tenant shall regularly cause all of the Tenant's rubbish and garbage to be removed from the premises and will keep the Tenant's rubbish bins or containers in a tidy condition. The Tenant will also at the Tenant's own expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the local authority.

Landlord's Maintenance

11.1 THE Landlord shall keep and maintain the building, all building services, the Landlord's fixtures and fittings, and the car parks in good order and repair but the Landlord shall not be liable for any:

- (a) Repair or maintenance which the Tenant is responsible to undertake; or
- (b) Want of repair or defect in respect of building services, so long as the Landlord is maintaining a service maintenance contract covering the work to be done, or where the building services have not been supplied by the Landlord; or
- (c) Repair or maintenance which is not reasonably necessary for the Tenant's use and enjoyment of the premises and the car parks; or
- (d) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord shall have received notice in writing thereof from the Tenant and shall not within a reasonable time thereafter have taken appropriate steps to remedy the same.

11.2 THE Landlord shall keep and maintain service maintenance contracts for lifts, air-conditioning and at the Landlord's option any other building services supplied by the Landlord unless it is the obligation of the Tenant to maintain such contracts.

11.3 THE Tenant shall be liable to reimburse the Landlord for the cost of any such repair, maintenance or service contract if it is an outgoing specified in the First Schedule.

Notification of Defects

12.1 THE Tenant shall give to the Landlord prompt notice of any accident to or defect in the premises of which the Tenant may be aware and in particular in relation to any pipes or fittings used in connection with the water electrical gas or drainage services.

Landlord's Right of Inspection

13.1 THE Landlord and the Landlord's employees contractors and invitees may at all reasonable times enter upon the premises to view their condition, at all reasonable times prearranged with the Tenant (except in the case of an emergency), and in any event subject to and in accordance with the Tenant's security requirements (if any) as advised from time to time.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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6.5 LEASE WITH NEW ZEALAND DEFENCE FORCE FOR ARMY DRILL HALL

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Landlord may Repair

*(in accordance with clause 15.1)

- 14.1 IF default shall be made by the Tenant in the due and punctual compliance with any repair notice given by the Landlord pursuant to this lease, or if any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or Implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times enter upon the premises to execute such works. Any moneys expended by the Landlord in executing such works shall be payable by the Tenant to the Landlord upon demand together with interest thereon at the default interest rate from the date of expenditure to the date of payment.

Access for Repairs

- 15.1 THE Tenant shall permit the Landlord and the Landlord's employees and contractors ~~at all reasonable times~~ to enter the premises to carry out repairs to the premises or adjacent premises and to install inspect repair renew or replace any services where the same are not the responsibility of the Tenant all such repairs inspections and work to be carried out with the least possible inconvenience to the Tenant. **The Landlord may do this at all reasonable times prearranged with the**

USE OF PREMISES

Business Use

- 16.1 THE Tenant shall not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any use other than the business use. The Landlord's consent shall not be unreasonably or arbitrarily withheld or delayed in respect of any proposed use:

- (a) not in substantial competition with the business of any other occupant of the property which might be affected by the use;
- (b) reasonably suitable for the premises; and
- (c) complying with the requirements of the Resource Management Act 1991, or any other statutory provisions relating to resource management.

If any change in use renders any increased or extra premium payable in respect of any policy or policies of Insurance on the premises the Landlord as a condition of granting consent may require the Tenant to pay the increased or extra premium.

- 16.2 IF any change in use requires compliance with sections 114 and 115 of the Building Act 2004 the Landlord, as a condition of granting consent, may require the Tenant to comply with sections 114 and 115 of the Act and to pay all compliance costs to the

- 16.3 IF the premises are a retail shop the Tenant shall keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business. **extent these affect the premises.**

Lease of Premises and Car Parks Only

- 17.1 THE tenancy shall relate only to the premises ~~and the car parks (if any)~~ and the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property ~~without reference to the Tenant and the Tenant shall have no rights in relation thereto other than the rights of use herein provided.~~ **subject however to any special security requirements**

Neglect of Other Tenant

- 18.1 THE Landlord shall not be responsible to the Tenant for any act or default or neglect of any other tenant of the property. **which the Tenant may have, as advised from time to time.**

Signage

- 19.1 THE Tenant shall not affix or permit to be affixed painted or exhibited any name sign name-plate signboard or advertisement of any description on or to the exterior of the building or the appurtenances thereof without the prior approval in writing of the Landlord but such approval shall not be unreasonably or arbitrarily withheld or delayed in respect of signage describing the Tenant's business. If approved the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned thereby.

19.2 See additional clause 19.2 attached.

Additions and Alterations

- 20.1 THE Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises or alter the external appearance of the building without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed) for that purpose. If the Landlord shall authorise any alterations or additions the Tenant will ~~at the Tenant's own expense if required by the Landlord at the end or earlier termination of the term reinstate the premises. If the Tenant fails to reinstate then any costs incurred by the Landlord in reinstating the premises whether in whole or in part, within 6 months of the end or earlier termination of the term shall be recoverable from the Tenant shall not be required to reinstate the premises at the end or earlier *~~

- 20.2 THE Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act. ***termination of the term.**

Compliance with Statutes and Regulations

- 21.1 THE Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant **PROVIDED THAT:**

- (a) The Tenant shall not be required to make any structural repairs alterations or additions nor to replace or install any plant or equipment except where required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises; and
- (b) The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 2004 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.

21.1A See additional clause 21.1A attached.

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- 21.2 If the Landlord is obliged by any such legislation or requirement to expend moneys on any improvement addition or alteration to the property then the Landlord shall be entitled to charge up to the next rent review date in addition to the rent an annual sum equal to the Improvements Rent Percentage of the amount so expended by the Landlord and the monthly payments of rent shall increase accordingly from the first day of the month in which such improvement addition or alteration is completed. If the Landlord would be obliged to expend an unreasonable amount then the Landlord may determine this lease and any dispute as to whether or not the amount is unreasonable shall be determined by arbitration. In the case of a multi tenancy building, the annual sum payable shall be assessed in respect of a fair proportion of the amount so expended.
- 21.3 The Landlord warrants that allowing the Premises to be open to members of the public and allowing the use of the Premises by members of the public at the Commencement Date will not be a breach of section 363 of the Building Act 2004. This clause does not apply to any "building work" (as defined in the Building Act 2004) relating to the fit-out of the Premises by the Tenant.
- 21.4 The Tenant, when undertaking any building work to the Premises, shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates and shall not allow the Premises to be open to members of the public or allow use of the Premises by members of the public if that would be in breach of section 363 of the Building Act 2004.
- 21.5 During the Term and any renewal, the Landlord shall not give consent to or carry out any building work in any part of the Landlord's property which may cause the Tenant to be in breach of section 363 of the Building Act 2004 by allowing the Premises to be open to members of the public and allowing the use of the Premises by members of the public.

No Noxious Use

- 22.1 THE Tenant shall not:
- (a) bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery goods or things of an offensive noxious illegal or dangerous nature, or of such weight size or shape as is likely to cause damage to the building or any surfaced area;
 - (b) contaminate the property and shall undertake all works necessary to remove any contamination of the property other than contamination not caused by the Tenant or which took place prior to the commencement date of the lease term. Contamination means any change to the physical chemical or biological condition of the property by a "contaminant" as that word is defined in the Resource Management Act 1991;
 - (c) use the premises or allow them to be used for any noisome noxious illegal or offensive trade or business; or
 - (d) allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Landlord, other tenants of the property, or any other person, and generally the Tenant shall conduct the Tenant's business upon the premises in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the business use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

INSURANCE

Landlord shall insure

- 23.1 THE Landlord shall at all times during the term keep and maintain any buildings on the property insured under a policy of the type shown in the First Schedule and such cover may extend to:
- (a) a 12 month indemnity in respect of consequential loss of rent and outgoings;
 - (b) loss damage or destruction of any of the Landlord's fixtures fittings and chattels; or
 - (c) public liability.

23.2 The Landlord shall, on request by the Tenant, produce details of the Landlord's insurance currently in effect under this Lease, and evidence of payment of the last premium and copies of the annual renewal certification.

Tenant not to Void Insurances

- 24.1 THE Tenant shall not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which:
- (a) shall make void or voidable any policy of insurance on the property; or
 - (b) may render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the business use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause:

In any case where in breach of this clause the Tenant has rendered any insurance less effective or void and the Landlord has suffered loss or damage thereby the Tenant shall forthwith compensate the Landlord in full for such loss or damage.

When Tenant to have benefit of Landlord's insurance

- 25.1 The Landlord will indemnify the Tenant for the cost of making good damage to the property or loss to the Landlord where the Tenant is obligated to pay for making good such damage or loss, to the extent that:
- (a) the damage was not intentionally caused by the Tenant or those for whom the Tenant is responsible;
 - (b) the damage was not the result of an act or omission by the Tenant or those for whom the Tenant is responsible and that act or omission:
 - (1) occurred on or about the property; and
 - (2) constitutes an indictable offence within the meaning of the Summary Proceedings Act 1957; or
 - (c) the Landlord is (or covenanted with the Tenant to be) insured and the insurance moneys are not rendered irrecoverable in consequence of any act or default of the Tenant or those for whom the Tenant is responsible.

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DAMAGE TO OR DESTRUCTION OF PREMISES

Total Destruction

- 26.1 IF the premises or any portion of the building of which the premises may form part shall be destroyed or so damaged
- (a) as to render the premises untenable then the term shall at once terminate; or
 - (b) in the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within 3 months of the date of damage give the Tenant 20 working days notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- Any termination pursuant to this clause shall be without prejudice to the rights of either party against the other.

Partial Destruction

- 27.1 IF the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises untenable and:
- (a) the Landlord's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant; and *** so the premises are suitable for the Tenant to carry on its business**
 - (b) all the necessary permits and consents shall be obtainable:
- THEN the Landlord shall with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises and/or the building* but the Landlord shall not be liable to expend any sum of money greater than the amount of the insurance money received.
- 27.2 Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord thinks fit and shall be sufficient so long as it is reasonably adequate for the Tenant's occupation and use of the premises, which shall reinstate as nearly as possible the premises to the state it was in prior to the destruction or damage.
- 27.3 Until the completion of the repairs or reinstatement a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- 27.4 If any necessary permit or consent shall not be obtainable or the insurance moneys received by the Landlord shall be inadequate for the repair or reinstatement then the term shall at once terminate but without prejudice to the rights of either party against the other.

DEFAULT 27.5 If such reinstatement is not completed within four months of the date of damage or destruction then the Tenant may terminate this Lease after giving the Landlord 1 month's written notice of its election to terminate.

Cancellation

- 28.1 THE Landlord may (in addition to the Landlord's right to apply to the Court for an order for possession) cancel this lease by re-entering the premises at the time or at any time thereafter:
- (a) if the rent shall be in arrear 10 working days after any of the rent payment dates and the Tenant has failed to remedy that breach within 10 working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007;
 - (b) in case of breach by the Tenant of any covenant or agreement on the Tenant's part herein expressed or implied (other than the covenant to pay rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007;
 - (c) if the Tenant shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors;
 - (d) in the event of the insolvency bankruptcy or liquidation of the Tenant; or
 - (e) if the Tenant shall suffer distress or execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court for a sum in excess of ~~five thousand dollars (\$5,000)~~ **twenty thousand dollars (\$20,000)** and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other. **(\$20,000)**:

Essentiality of Payments

- 29.1 FAILURE to pay rent or other moneys payable hereunder on the due date shall be a breach going to the essence of the Tenant's obligations under the Lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 29.2 THE acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

Repudiation

- 30.1 THE Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Tenant constituting a repudiation of the lease or the Tenant's obligations under the lease. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.

REMOVAL OF TENANT'S FIXTURES, FITTINGS AND CHATTELS

- 31.1 THE Tenant may at any time before ~~and will if required by the Landlord at the end or earlier termination of the term~~ remove all the Tenant's fixtures fittings and chattels and make good at the Tenant's own expense all resulting damage and if not removed within 5 working days after the date of termination ownership of the fixtures fittings and chattels ~~may at the Landlord's election pass to the Landlord or the Landlord may in a proper and workmanlike manner remove the same from the premises and forward them to a refuse collection centre.~~ **with the exception of any item which have security status according to***
- 31.2 The cost of making good resulting damage ~~and the cost of removal~~ shall be recoverable from the Tenant and the Landlord shall not be liable to pay any compensation nor be liable for any loss suffered by the Tenant. ***the Tenant.**
- 31.3 See attached clause 31.3.

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QUIET ENJOYMENT

- 32.1 THE Tenant paying the rent and performing and observing all the covenants and agreements herein expressed and implied shall quietly hold and enjoy the premises throughout the term without any interruption by the Landlord or any person claiming under the Landlord.

RENEWAL OF LEASE

- 33.1 IF the Tenant has given to the Landlord written notice to renew the lease at least 3 calendar months before the end of the term and is not at the date of the giving of such notice in breach of this lease (including any maintenance obligations) then the Landlord will grant a new lease for a further term from the renewal date as follows:
- (a) If the renewal date is a rent review date the annual rent shall be agreed upon or failing agreement shall be determined in accordance with clauses 2.1 and 2.2 but such annual rent shall not be less than the rent payable as at the commencement date of the immediately preceding lease term;
 - (b) Subject to the provisions of paragraph (a) the new lease shall be upon and subject to the covenants and agreements herein expressed and implied except that the term of this lease plus all further terms shall expire on or before the final expiry date;
 - (c) The annual rent shall be subject to review during the term of the new lease on the rent review dates or if no dates are specified then after the lapse of the equivalent periods of time as are provided herein for rent reviews;
 - (d) The Landlord as a condition of granting a new lease shall be entitled to have the new lease guaranteed by any guarantor who has guaranteed this lease on behalf of the Tenant who has given notice;
 - (e) Pending the determination of the rent, the Tenant shall pay an interim rent in accordance with clauses 2.3 and 2.4; and
 - (f) Notwithstanding anything contained in clause 33.1(e) the interim rent referred to in that clause shall not be less than the annual rent payable as at the commencement date of the immediately preceding lease term.

ASSIGNMENT OR SUBLETTING

- 34.1 THE Tenant shall not ~~assign~~ sublet or otherwise part with the possession of the premises or any part thereof without first obtaining the written consent of the Landlord which the Landlord shall give if the following conditions are fulfilled:
- (a) The Tenant proves to the ^{reasonable} satisfaction of the Landlord that the proposed ~~assignee~~ or subtenant is (and in the case of a company that the shareholders of the proposed ~~assignee~~ or subtenant are) respectable responsible and has the financial resources to meet the Tenant's commitments under this lease;
 - (b) All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants;
 - (c) In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord;
 - (d) In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange) a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and delivered to the Landlord; and
 - (e) The Tenant pays the Landlord's reasonable costs and disbursements in respect of the approval and the preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Landlord concerning any proposed assignee subtenant or guarantor. All such costs shall be payable whether or not the assignment or subletting proceeds.
- 34.2 WHERE the Landlord consents to a subletting, the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.
- 34.3 WHERE any Tenant is a company which is not listed on the main board of a public stock exchange then any change in the legal or beneficial ownership of its shares or issue of new capital whereby in either case there is a change in the effective management or control of the company is deemed to be an assignment of this lease.

UNIT TITLE COVENANTS

~~Body Corporate~~

- 35.1 ~~THE expression "Body Corporate" means the Body Corporate incorporated under the Unit Titles Act 1972 ("the Act") in respect of the property.~~

~~Act and Rules Paramount~~

- 35.2 ~~THIS lease shall be subject to the provisions of the rules of the Body Corporate and the provisions of the Act.~~

~~Insurance~~

- 35.3 ~~THE Landlord's obligation to insure the building shall be satisfied by the Body Corporate maintaining the same insurance covers in accordance with the Act.~~

~~Indemnity~~

- 35.4 ~~THE Tenant's obligation to indemnify the Landlord as herein expressed is extended to include the Body Corporate but only to the extent that the Body Corporate is not fully indemnified under any policy of insurance.~~

~~Landlord's Obligations~~

- 35.5 ~~THE Landlord shall observe and perform all of the Landlord's obligations as a member of the Body Corporate and shall use the Landlord's best endeavours to ensure that the Body Corporate complies with its rules and the provisions of the Act.~~

~~Consents~~

- 35.6 ~~WHERE in this lease the consent of the Landlord is required in respect of any matter then the like consent of the Body Corporate shall also be required if the consent of the Body Corporate to any such matter would be necessary under its rules of the Act.~~

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Car Parks

- 36.1 THE Tenant shall have the right to exclusive possession of the leased car parks, but when any car park is not being used by the Tenant other persons shall be entitled to pass over the same.
- 36.2 THE Landlord may carry out repairs to the car parks and no abatement of rent or other compensation shall be claimed by the Tenant except pursuant to clauses 26.1 or 27 **provided such repairs are completed promptly.**
- 36.3 THE Tenant shall comply with the Landlord's reasonable requirements relating to the use of the car parks and access thereto and in particular shall only use the car parks for the parking of one car ~~per parking space.~~
- 36.4 THE provisions of the Second Schedule shall apply to the car parks ~~as appropriate.~~ **or other vehicle**

GENERAL

Holding Over

- 37.1 IF the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, such occupation shall be a periodic tenancy only terminable by 20 working days notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as herein expressed or implied.

Access for Re-Letting or Sale

- 38.1 THE Tenant will during the term permit the Landlord, the Landlord's representatives and prospective tenants or purchasers to have access to inspect the premises provided that:
- (a) any such inspection is at a time which is reasonably convenient to the Tenant; *** and has been prearranged with the Tenant and complies with its security requirements as advised from time to time.**
- (b) is conducted in a manner which does not cause disruption to the Tenant; and
- (c) if the Landlord or the Landlord's representatives are not present the persons inspecting have written authority from the Landlord to do so.

Suitability

- 39.1 NO warranty or representation expressed or implied has been or is made by the Landlord that the premises are now suitable or will remain suitable or adequate for use by the Tenant or that any use of the premises by the Tenant will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

Affirmation

- 40.1 A party to this lease shall not be entitled to cancel this lease if, with full knowledge of any repudiation or misrepresentation or breach of covenant, that party affirmed this lease.

Waiver

- 41.1 NO waiver or failure to act by either party in respect of any breach by the other shall operate as a waiver of another breach.

Land Transfer Title or Mortgagee's consent

- 42.1 THE Landlord shall not be required to do any act or thing to enable this lease to be registered or be required to obtain the consent of any mortgagee of the property and the Tenant will not register a caveat in respect of the Tenant's interest hereunder.

Notices

- 43.1 ALL notices must be in writing and must be served by one of the following means:
- (a) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
- (1) in the manner authorised by sections 354 to 361 of the Property Law Act 2007, or
- (2) by personal delivery, or by posting by registered or ordinary mail, or by facsimile, ~~or by email.~~
- 43.2 IN respect of the means of service specified in clause 43.1(b)(ii), a notice is deemed to have been served:
- (a) in the case of personal delivery, when received by the addressee;
- (b) in the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand;
- (c) in the case of facsimile transmission, when sent to the addressee's facsimile number; ~~or~~
- ~~(d) in the case of email, when acknowledged by the addressee by return email or otherwise in writing.~~
- 43.3 IN the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand or the Tenant's facsimile number, any notice placed conspicuously on any part of the premises shall be deemed to have been served on the Tenant on the day on which it is affixed.
- 43.4 A notice shall be valid if given by any director, general manager, solicitor or other authorised representative of the party giving the notice.

Arbitration

- 44.1 UNLESS any dispute or difference is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.
- 44.2 IF the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of any party, by the President or Vice President for the time being of the District Law Society of the district within which the premises are situated. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.
- 44.3 THE procedures prescribed in this clause shall not prevent the Landlord from taking proceedings for the recovery of any rent or other monies payable hereunder which remain unpaid or from exercising the rights and remedies in the event of such default prescribed in clause 28.1 hereof.

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Interpretation

45.1 IN this lease:

- (a) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant;
- (b) "the property" and "the building" mean the land and building(s) of the Landlord which comprise ~~or contain~~ the premises. ~~Where the premises are part of a unit title development the words "the property" mean the land and building(s) comprised in the development;~~
- (c) ~~"the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers;~~
- (d) "GST" means the Goods and Services Tax;
- (e) "structural repair, alteration or addition" means a repair, alteration or addition to the structure or fabric of the building but excluding building services;
- (f) "renewal" means the granting of a new lease as provided for in clause 33.1;
- (g) Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule;
- (h) Where the context requires or admits, words importing the singular shall import the plural and vice versa;
- (i) "those for whom the Tenant is responsible" includes the Tenant's agents employees contractors or invitees;
- (j) "working day" has the meaning given to it in the Property Law Act 2007. Notices served after 5pm on a working day, or on a day which is not a working day, shall be deemed to have been served on the next succeeding working day;
- (k) Where the Landlord's consent to any matter is required under this lease then, unless expressly stated to the contrary in this lease, in each case the Landlord:
 - (1) must not unreasonably withhold consent, and
 - (2) must, within a reasonable time of the Landlord's consent being requested:
 - (i) grant that consent; or
 - (ii) notify the Tenant in writing that the consent is withheld.

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

(m) "Building Code" means the New Zealand Building Code which is a schedule to the Building Regulations 1992 and sets out performance standards that buildings must meet.

45.2 The terms in the Property Law Act 2007 shall be implied into this lease to the extent that they are not inconsistent with this lease.

For clauses 46.1 - 54.1, see attached additional clauses.

THIRD SCHEDULE

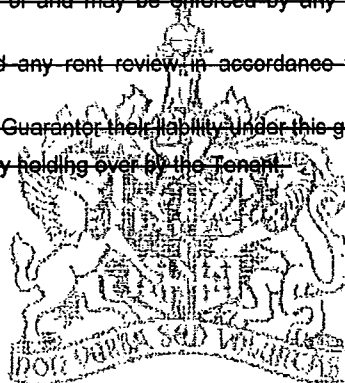
GUARANTEE

~~IN CONSIDERATION~~ of the Landlord entering into the lease at the Guarantor's request the Guarantor:

- ~~(a) guarantees payment of the rent and the performance by the Tenant of the covenants in the lease, and~~
- ~~(b) indemnifies the Landlord against any loss the Landlord might suffer should the lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person.~~

~~THE GUARANTOR~~ covenants with the Landlord that:

- ~~1. NO~~ release delay or other indulgence given by the Landlord to the Tenant or to the Tenant's successors or assigns or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety shall release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.
- ~~2. AS~~ between the Guarantor and the Landlord the Guarantor may for all purposes be treated as the Tenant and the Landlord shall be under no obligation to take proceedings against the Tenant before taking proceedings against the Guarantor.
- ~~3. THE~~ guarantee is for the benefit of and may be enforced by any person entitled for the time being to receive the rent.
- ~~4. AN~~ assignment of the lease and any rent review, in accordance with the lease shall not release the Guarantor from liability.
- ~~5. SHOULD~~ there be more than one Guarantor their liability under this guarantee shall be joint and several.
- ~~6. THE~~ Guarantee shall extend to any holding over by the Tenant.



6.5 LEASE WITH NEW ZEALAND DEFENCE FORCE FOR ARMY DRILL HALL

ADDITIONAL CLAUSES

Signage continued

19.2 Despite the above, the Tenant shall as of right, from time to time as and when required by the Tenant, be permitted to:

- put 'signs' in those areas above the Landlord's Building and to the entirety of all other sides and roof of the building at its discretion
- put signs in the building in a form prescribed by the Defence Regulations for so long as the Tenant is Her Majesty the Queen for defence purposes.

Compliance with Statutes and Regulations continued

21.1A The obligation of the Tenant under clause 21.1 shall include but not be limited to the following:

- (a) ensuring that a warrant of fitness is obtained each year in respect of any improvements if required under the Building Act 2004
- (b) complying with and observing at all times the terms and conditions of all resource consents held in respect of the use of the Property and the requirements imposed and otherwise arising under the Resource Management Act 1991, and
- (c) ensuring that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety in Employment Act 1992.

Removal of Tenant's Fixtures, Fittings and Chattels continued

31.3 The Tenant will in any event use its best endeavours to remove from the premises within seven working days after the date of termination, any fixtures, fittings and chattels having security status (if any). If such removal cannot be completed within that timeframe, the Tenant will advise the Landlord of the proposed timetable for removal and identify all such items having security status.

Security System

46.1 The Tenant shall install and manage at its cost a security system to the perimeter of all buildings contained within the premises and the premises (including lifts) for the duration of the lease term and any renewal.

Best Practice Management

47.1 The Landlord covenants with the Tenant that it will ensure that both the property and the buildings contained within the property are effectively and efficiently managed and run in accordance with best industry practices.

Crown Bodies

48.1 For so long as the Tenant is a Crown Body, the provisions of clauses 48.2 to 48.4 will apply.

6.5 LEASE WITH NEW ZEALAND DEFENCE FORCE FOR ARMY DRILL HALL

48.2 Clauses 34.1 to 34.3 will be subject to the following:

48.2.1 where the Tenant is a Crown Body, the provisions of clauses 34.1 to 34.3 will not apply to any assignment, transfer, or parting with possession of the premises or any part of the premises or the Lease or any estate or interest of the Tenant in the Lease to a Crown Body

48.2.2 before effecting any assignment or transfer to which clause 48.2.1 applies, the Tenant will procure the execution by the assignee or transferee of a covenant by the assignee or transferee with the Landlord that the assignee or transferee will pay the rent and observe and perform all the Tenant's covenants contained or implied in the Lease, but without releasing the Tenant from the Tenant's obligations to pay the rent and observe and perform the Tenant's covenants contained or Implied in the Lease, and

48.2.3 the Tenant will promptly advise the Landlord in writing of the Tenants intention to effect any such transaction under clause 48.2.2.

48.3 The Landlord's rights of entry under clauses 13.1, 14.1 and 15.1 will be subject to the following:

48.3.1 where the Tenant is a Crown Body, the Landlord must before exercising the Landlord's rights of entry:

- (a) give the Tenant reasonable prior notice (except in the case of emergency)
- (b) except where otherwise required in an emergency and if required by the Tenant, cooperate with the Tenant's standard security requirements from time to time, and cooperate to enable the Landlord's employees, contractors or agents to be accompanied at all times while on or about the premises by the Tenant's security personnel, representative or agents, and
- (c) not cause or permit the carrying out of any work in or directly affecting the premises (other than in an emergency) which is likely to materially affect or impact on the standard security requirements of the Tenant from time to time, without first giving reasonable prior written notice of those works to the Tenant and obtaining the prior written consent of the Tenant to those works.

48.3.2 the Tenant acknowledges that to give effect to clause 48.3.1(b) and clause 48.3.1(c), the Tenant will need to notify the Tenants security requirements and any change to those security requirements to the Landlord from time to time.

48.4 Clause 23.1 will be subject to the following:

48.4.1 Where the Tenant is a Crown Body, the Landlord will ensure that insurance which it is required to keep and maintain under clause 23.1, is effected in the name of both the Landlord and the Tenant.

Tenant's Acknowledgement of Risk

49.1 The Tenant agrees to occupy and use the Property and any Improvements at the Tenant's risk and release to the full extent permitted by law the Landlord, its

6.5 LEASE WITH NEW ZEALAND DEFENCE FORCE FOR ARMY DRILL HALL

employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury occurring to any person or property in or about the Property and any improvements thereon except where the Landlord or any person under the control of the Landlord is at fault or negligent through their own acts or omissions. This clause is expressly subject however to the provisions of clause 25.1.

Registration

- 50.1 The Landlord shall at the Tenant's request register this Lease under the provisions of the Land Transfer Act 1952.
- 50.2 The Tenant will be responsible for any reasonable costs incurred in obtaining registration of this Lease, should it elect to have the Lease registered.

Landlord's Rights to Inspect and Display Signs

- 51.1 The Landlord will have the right to inspect the Property no more than twice each year during the term of this Lease with valuers or other experts and consultants provided such inspections are carried out at times reasonably acceptable to the Tenant on reasonable notice to the Tenant and only when accompanied by a servant or agent of the Tenant. Any such inspections should be carried out in accordance with the Tenant's security and health and safety requirements and the Tenant shall have the right to change any suggested time to a mutually convenient time.
- 51.2 Despite anything else in this Lease, the parties agree that the Tenant may require any person wishing to enter the Property for inspection purposes to first provide their details to the Tenant for a security check. If the results of such check are not acceptable to the Tenant for any reason then such person may be refused entry to the Property.
- 51.3 If the Landlord desires to, or is required to, undertake any works on the Property, including any repair or maintenance works, that involves the use of contractors or other third parties, the Landlord must procure any contractor or other third party who will have access to the Property to undertake such works to:
- (a) complete a security check on terms reasonably acceptable to the Tenant
 - (b) provide the Tenant with a copy of the contractor's Health and Safety Plan which shall be subject to the Tenant's reasonable approval prior to any work commencing, and
 - (c) familiarise themselves with and commit to complying with the Tenant's own Health and Safety Plan in all material respects.
- 51.4 The Landlord will not provide or allow the provision of any information relating to the structure, or access to, the buildings on the Property in any way to any person without first obtaining the written permission of the Tenant.
- 51.5 The Tenant will during the period of three (3) months prior to the termination date of this Lease permit the Landlord to exhibit the Property to prospective lessees or purchasers and allow the Landlord to affix to the Property appropriate sale or reletting notices.

6.5 LEASE WITH NEW ZEALAND DEFENCE FORCE FOR ARMY DRILL HALL

51.6 The Landlord and anyone on its behalf shall have such access entirely at its own risk, and releases the Tenant to the fullest extent possible from all claims and demands of any kind and from aN liability that may arise during the course of such access.

Disposal of Landlord's Interest

52.1 Subject to the provisions of this clause the Landlord may at any time dispose of the Landlord's interest in the Property provided:

- (a) any such disposal shall preserve to the Tenant all the Tenant's rights and remedies under this Lease;
- (b) any accepted proposed Transferee confirms in writing that it is aware of the existence of this Lease and agrees to be bound by it; and
- (c) that while Her Majesty the Queen is the Tenant and occupies the Property the following further provisions shall apply:
 - The Landlord shall advise the Tenant in writing of the person or corporation to whom the Landlord intends to dispose of its interest in the Property (proposed Transferee).
 - If the Tenant has any objection to the proposed Transferee because the Tenant reasonably apprehends in good faith that either:
 - the proposed Transferee presents an actual or potential threat to the discharge by the Tenant of the Tenant's statutory obligations, or
 - the role or function of the Tenant will be prejudiced by the proposed Transferee becoming the Landlord, or
 - the Tenant has in good faith any other material reservation regarding the proposed Transferee.

then the Tenant shall within ten (10) working days of receiving the Landlord's advice pursuant to clause 52.1 above, notify the Landlord in writing of its objection to the proposed Transferee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Landlord.

52.2 If the Landlord does not receive written notice from the Tenant pursuant to clause 52.1 above together with grounds to substantiate its reasonable apprehension within ten (10) working days from the date of its advice to the Tenant, the Tenant shall be deemed to have accepted the proposed Transferee.

52.3 If the Tenant objects to the proposed Transferee in accordance with clause 52.1 above, then the Landlord shall not dispose of its interest to the proposed Transferee.

52.4 If the Landlord fails to advise the Tenant in writing of the disposal of its interest in the Property and the Tenant has objections to the proposed Transferee based on those reasons set out in clause 52.1 above, then the Tenant shall be entitled at any time thereafter to terminate this Lease on seven (7) days written notice and the Tenant's obligations under this Lease shall cease from the expiration of such notice.

6.5 LEASE WITH NEW ZEALAND DEFENCE FORCE FOR ARMY DRILL HALL

Painting

53.1 The Landlord will not be obliged to repaint (interior or exterior) the buildings and/or resurface the yard during the term of the lease.

Removal of Designation

54.1 The Tenant shall request the Minister of Defence to uplift the Defence Purposes designation over the land as soon as reasonably possible after expiry of the lease.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.5: LEASE WITH NEW ZEALAND DEFENCE FORCE FOR ARMY DRILL HALL

FIFTH EDITION 2008

Dated _____

Between

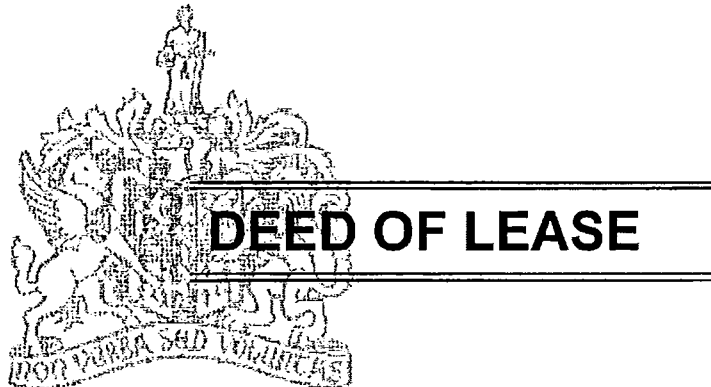
Te Atiawa o Te Waka-a-Maui Limited

Landlord

and

Her Majesty the Queen in Right of Her Government
in New Zealand acting by and through the Chief of
Defence Force pursuant to section 25(5) of the
Defence Act 1990

Tenant



(

**6.6 LEASE WITH THE DEPARTMENT OF CONSERVATION
FOR THE LEASEBACK OF THE MOTUEKA AREA OFFICE**

(

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.6: LEASE WITH THE DEPARTMENT OF CONSERVATION
FOR LEASEBACK OF THE MOTUEKA AREA OFFICE

MEMORANDUM OF LEASE

PARTIES

- (1) [THE TRUSTEES OF TE ĀTIAWA O TE WAKA-A-MĀUI TRUST] (Lessor)
(2) HER MAJESTY THE QUEEN acting by and through the MINISTER OF CONSERVATION (Lessee)

THE LESSOR DOES HEREBY LEASE TO THE LESSEE and THE LESSEE DOES TAKE ON LEASE the Land for the term and at the rental set out in the Reference Schedule and subject to the covenants, conditions, agreements and restrictions set out in this Lease which comprises the Schedule of Terms, the Reference Schedule and the Schedule of Land.

IN WITNESS WHEREOF these presents have been executed this [] day of [] 20[] (Being the day of Settlement)

(**SIGNED** by the Trustees of)
TE ĀTIAWA O TE WAKA-A-MĀUI TRUST in)
the presence of:)
)

Signature of Witness

Signature of Trustee

Witness Name

Signature of Trustee

Occupation

Address

(**SIGNED** for and on behalf of)
HER MAJESTY THE QUEEN acting by and)
through the MINISTER OF CONSERVATION)
by authorised agent of Minister of Conservation)
on behalf of the Minister of Conservation)
in the presence of:)

Witness Signature

Witness Name:

Occupation:

Address:

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

**6.6: LEASE WITH THE DEPARTMENT OF CONSERVATION
FOR LEASEBACK OF THE MOTUEKA AREA OFFICE**

THE REFERENCE SCHEDULE

ITEM 1: LESSOR PARTICULARS:

Name: The Trustees of Te Ātiawa o Te Waka-a-Māui Trust
Address: c/- 72 Trafalgar Street, Nelson
PO Box 10
Nelson 7010
Telephone: 0-3- 548 2139
Fax: 0-3- 548 4901
Contact Person: John Murray

ITEM 2: LESSEE PARTICULARS

Name: Her Majesty the Queen acting by and through the Minister
of Conservation
Address: 186 Bridge Street, Nelson
Private Bag 5
Nelson 7010
Telephone: 0-3- 546 9335
Fax: 0-3- 548 2805

ITEM 3: LAND: All that parcel of land containing 9606 square metres more
or less, being Lot 1 on Deposited Plan 11256. All
Computer Freehold Register NL 6D/557 located at 406
High Street, Motueka.

ITEM 4: TERM: Ten (10) years

ITEM 5: FURTHER TERMS: Three (3) rights of renewal each of ten (10) years

ITEM 6: RENEWAL DATES Each tenth (10) year anniversary from the date of
commencement as per Item 4 and Item 5 of this Schedule

ITEM 7: ANNUAL RENT: \$32,062.00 plus GST

**ITEM 8: DATE OF
COMMENCEMENT:** The date of the Settlement.

ITEM 9: REVIEW DATES: Every five (5) years from commencement date.

ITEM 10: PERMITTED USE: For Conservation purposes and any permitted activity
under the relevant Regional and District Plans or use
permitted under any resource consent held in respect of
the Land.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.6: LEASE WITH THE DEPARTMENT OF CONSERVATION
FOR LEASEBACK OF THE MOTUEKA AREA OFFICE

1. INTERPRETATION

- 1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:
- 1.1.1 Words importing any gender shall include all other genders.
- 1.1.2 Words importing the singular shall include the plural and vice versa.
- 1.1.3 Payments shall be made in the lawful currency of New Zealand.
- 1.1.4 Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.
- 1.1.5 References to schedules are references to schedules in this Lease and clauses are references to clauses in this Schedule of Terms and references to parties are references to the parties to this Lease and their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) unless expressly stated otherwise.
- 1.1.6 Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
- 1.1.7 A **"person"** shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust or a Crown entity as defined in Section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise in each case whether or not having separate legal personality.
- 1.1.8 **"writing"** shall include words visibly represented or reproduced.
- 1.1.9 No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition, or duty of the Lessee will be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach of the Lessee will be implied from the Lessor's failure to exercise the Lessor's rights or any of them in respect of that breach.
- 1.1.10 Nothing contained in this Lease shall be deemed or construed or constitute any party, a partner, agent or representative of the other party or be deemed to create any trust, commercial partnership or joint venture.
- 1.1.11 The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.
- 1.1.12 The parties acknowledge and agree that certain covenants set out in this Lease (in particular provisions relating to the treatment of Improvements on termination or sooner determination of this Lease) shall continue beyond determination of this Lease for the benefit of the parties notwithstanding such determination.
- 1.1.13 This Lease shall be construed and take effect in accordance with the laws of New Zealand.
- 1.1.14 Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.6: LEASE WITH THE DEPARTMENT OF CONSERVATION
FOR LEASEBACK OF THE MOTUEKA AREA OFFICE

- 1.1.15 Any reference in this Lease to "**month**" or "**monthly**" shall mean respectively calendar month and calendar monthly.
- 1.1.16 "**Authority**" means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and any Improvements.
- 1.1.17 "**Business days**" means any day other than a Saturday or Sunday or statutory or anniversary holiday.
- 1.1.18 "**Date of Commencement**" means the date specified in Item 5 of the Reference Schedule.
- 1.1.19 "**Improvements**" means all Improvements excluding Lessor's Improvements whether constructed or installed on the Land before or at any time during the term of this Lease (including any renewal or variation extending the term of this Lease), including any building, structure or other improvements on or fixed to the land and any concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, signage, fixtures and fittings.
- 1.1.20 "**The Land**" means that land described in Item 3 to the Reference Schedule of Land excluding the Improvements.
- 1.1.21 The expression "**Lessor**" and "**Lessee**" includes their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) and where the context permits the Lessee includes the Lessee's Sublessees and other lawful occupiers of the Land and the Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee).
- 1.1.22 "**Lessor's Improvements**" means work done or material used on or for the benefit of the Land (whether before or during the term of this Lease including any renewal or variation extending the term of this Lease) in:
- (a) the draining, excavation, filling, or reclamation of the Land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling or reclamation; or
 - (b) the grading or levelling of the Land or the removal of rocks, stone, sand, or soil therefrom; or
 - (c) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
 - (d) the alteration of soil fertility or of the structure of the soil; or
 - (e) the arresting or elimination of erosion or flooding.
- 1.1.23 "**Reference Schedule**" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.
- 1.1.24 "**Regional Plan**" and "**District Plan**" shall have ascribed to them the definitions set out in section 2 of the Resource Management Act 1991 and "Regional and District Plans" shall be construed accordingly and shall extend to include any successor or

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

**6.6: LEASE WITH THE DEPARTMENT OF CONSERVATION
FOR LEASEBACK OF THE MOTUEKA AREA OFFICE**

replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.

1.1.25 "**Schedule of Land**" means the schedule described as such and forming part of this Lease.

1.1.26 "**Schedule of Terms**" means this schedule described as such and forming part of this Lease.

2. TERM

The term of this Lease shall commence on the Date of Commencement and shall be for the period specified in Item 4 of the Reference Schedule.

3. RIGHT OF RENEWAL OF LEASE

3.1 If the Lessee has not been in any material breach of this Lease and has given to the Lessor written notice to renew this Lease at least three (3) calendar months before the end of each term then the Lessee shall have the right to obtain in accordance with the provisions of this lease a renewed lease of the Land for the term of years specified in Item 5 of the Reference Schedule computed from the relevant date specified in Item 6 of the Reference Schedule and subject to the same covenants and provisions expressed and implied in this Lease.

3.2 If the Lessee fails within the time aforesaid to give any notice under Clause 3.1 as to whether it desires a renewed lease and the Lessor at any time after such expired time has given one month's written notice to the Lessee advising the Lessee that it has one further month from the date of such letter to exercise its right of renewal, and the Lessee still fails to advise the Lessor of its desire to renew, then the Lessee shall be deemed to have given notice that a renewed lease is not required. If the Lessee gives notice in writing that it does not desire a renewed lease or there is a deemed notice that a renewal is not required then its right for a renewed lease shall cease on expiry of the one month notice period aforesaid or on the date at which notice is received by the Lessor (as the case may be).

3.3 Any notice by the Lessee under clause 3.1 or clause 3.2 of its desire to accept a renewed lease shall be deemed to constitute a contract between the Lessor and the Lessee for the granting and acceptance of a renewed lease at the rent to be determined under Clause 5 for the term and subject to the covenants and provisions referred to in Clause 3.1.

3.4 The term of any renewed lease shall run from the day immediately after the expiry of the prior lease, and the rent thereunder shall accrue from that date instead of the rent reserved in the prior lease, notwithstanding the fact that the renewed lease may not be executed until after that date. Clause 5.11 shall otherwise apply.

4. RENT

4.1 The Lessee shall pay the annual rent specified in Item 7 of the Reference Schedule from the Date of Commencement until the rent is varied under Clause 5 at which time the Lessee will pay rent at the varied rate.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

**6.6: LEASE WITH THE DEPARTMENT OF CONSERVATION
FOR LEASEBACK OF THE MOTUEKA AREA OFFICE**

4.2 Rent shall be paid on the first day of each month by equal monthly payments in advance with broken period payments due on a proportionate basis for any broken period at the Date of Commencement and on expiry of the Lease term.

4.3 All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.

5. RENT REVIEW PROVISIONS

5.1 In this clause "**Initiating Party**" means the party that gives the Notice defined in Clause 5.2 and "**Recipient**" means the party that receives that Notice.

5.2 The annual rent may be reviewed by the Lessor or by the Lessee on the dates specified in Item 9 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 9 of the Reference Schedule (each of such dates being called the "**review date**") either party may give notice in writing to the other ("**the Notice**") of that party's assessment of the annual rent of the Land to apply from that particular review date.

5.3 The annual rent of the Land shall be assessed on the basis of current use rental of the Land as determined as at the review date. In determining the annual rent of the Land the valuers and any umpire shall, in addition to other relevant factors:

5.3.1 Disregard:

- (a) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
- (b) the value of any goodwill attributable to the Lessee's business; and
- (c) all Improvements made to the Land.

5.3.2 Have regard to:

- (a) the Lessor's Improvements; and
- (b) the permitted use under this Lease; and
- (c) Regional and District Plans.

5.4 In the event that the Recipient does not agree with the Initiating Party's assessment of the annual rent of the Land to apply from the particular review date, the Recipient shall notify the Initiating Party in writing ("**the Counter Notice**") within twenty-one (21) days (in which respect time shall be of the essence) that the Recipient requires such rent to be determined in accordance with Clause 5.7 and the Recipient shall set out in the Counter Notice the amount which the Recipient considers to be the annual rent as at the particular review date.

5.5 Unless such notice is given by the Recipient within twenty-one (21) days, then the amount stated in the Notice shall become the annual rent of the Land reserved by this Lease as and from the particular review date in substitution of the previous amount payable.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

**6.6: LEASE WITH THE DEPARTMENT OF CONSERVATION
FOR LEASEBACK OF THE MOTUEKA AREA OFFICE**

- 5.6 Neither party shall by reason of its failure to give the Notice prior to any review date forfeit its right to have the annual rent reviewed as from that particular review date and the reviewed annual rent which should have been paid from that particular review date shall date back to and be payable from that particular review date and any payment of or receipt for the payment of ground rent due on or after a particular review date shall not prejudice either party's right to demand repayment or payment thereafter of any additional annual rent overpaid or payable pursuant to the provisions of Clause 5.11.2.
- 5.7 Where the Counter Notice is given, the Lessor and Lessee shall enter into negotiations to resolve the dispute. Should agreement not be reached within fourteen (14) days (or such longer period as the Lessor and Lessee shall agree upon in writing) after the date on which the Recipient gives the Counter Notice then:
- 5.7.1 The Lessor and Lessee shall, within twenty-one (21) days after the date on which the Recipient gives the Counter Notice, each appoint a valuer to jointly determine the ground rent of the Land. A valuer nominated by either party pursuant to this Clause shall be a full registered member of the New Zealand Institute of Valuers and shall be competent to practice as a valuer of ground leases and shall have at least five (5) years experience in valuing ground leases within the district in which the Land is situated and be active in the market at the time of his or her appointment.
- 5.7.2 If either the Lessor or the Lessee fails to appoint a valuer within twenty-one (21) days as aforesaid, then the determination of the annual rent shall be made by the sole valuer as nominated by either the Lessor or Lessee as the case may be, within one (1) month of the expiry of the twenty-one (21) days as aforesaid and his or her determination shall be final and binding on both parties as if his or her appointment had been by consent.
- 5.7.3 Before proceeding with their determination, the said valuers shall agree upon and appoint an umpire (also qualified in the manner referred to in Clause 5.7.1) and obtain the umpire's acceptance in writing of his or her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within one month of being instructed to proceed or such other time period as the Lessor and Lessee may agree, whichever is the latest.
- 5.7.4 If the said valuers within fourteen (14) days of the date of their appointment either fail to appoint an umpire or are unable to agree upon an umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such Institute to appoint an umpire (also qualified in the manner aforesaid) and obtain the umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance undertakes to hand down his or her determination of the annual rent in the same manner as if he or she had been appointed pursuant to Clause 5.7.1.
- 5.7.5 Subject to Clauses 5.7.2, 5.7.3 and 5.7.4 the valuers so nominated shall within one (1) month of the date of appointment jointly determine the annual rent as at that particular review date. In the event that either valuer fails to provide to the other valuer his or her written assessment of the annual rent within one month of the date of appointment, then the annual rent shall be determined by the other valuer and his or her determination shall be final and binding on both parties.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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**6.6: LEASE WITH THE DEPARTMENT OF CONSERVATION
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- 5.7.6 If the said valuers are unable to agree upon a determination within one month of their appointment or within such extended time as the Lessor and Lessee may agree, then the annual rent shall be determined by the umpire whose determination shall be final and binding on the parties. The umpire shall without limiting his or her enquiries and conduct of any hearing:
- (a) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;
 - (b) have due regard to any evidence submitted by the valuers as to their assessment of the annual rent;
 - (c) take into account any expert witness evidence considered relevant to the hearing;
 - (d) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties; and
 - (e) give in his or her determination the reasons therefore in writing.
- 5.8 The costs incurred in the determination pursuant to Clause 5.7 of the annual rent shall be borne by the parties in the following manner:
- (a) subject to Clause 5.7.8(b) each party shall be responsible for the cost of its own appointed valuer;
 - (b) where the determination is made by a single valuer pursuant to Clause 5.7.2 the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;
 - (c) the parties shall share equally the costs of the umpire unless any party has acted capriciously or unreasonably in any of the proceedings pursuant to the provisions of this Clause 5.7 in which case the umpire may determine the manner in which such costs shall be apportioned between the parties **PROVIDED THAT** in all cases if the annual rent to apply from the review date is:
 - (i) equal to or exceeding the annual rent nominated in the notice given by the Lessor (whether the Notice or the Counter Notice) then all costs of the valuers and the umpire (where applicable) shall be borne by the Lessee alone, or
 - (ii) equal to or less than the annual rent nominated in the notice given by the Lessee (whether the Notice or the Counter Notice) then all costs of valuers and the umpire (where applicable) will be borne by the Lessor alone;
 - (iii) other than the foregoing then all costs of valuers and the umpire (where applicable) will be borne equally by the Lessor and the Lessee.
- 5.9 The valuers or umpire shall be deemed to be acting as experts and not as arbitrators.
- 5.10 Any variation in the annual rent resulting from such determination shall take effect on and from that particular review date.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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**6.6: LEASE WITH THE DEPARTMENT OF CONSERVATION
FOR LEASEBACK OF THE MOTUEKA AREA OFFICE**

- 5.11 Where a review pursuant to this Clause 5 of the annual rent reserved by this Lease is completed after the review date, then:
- 5.11.1 pending completion of the review, annual rent shall be paid at the rate prevailing immediately prior to the relevant review date;
 - 5.11.2 on completion of the review, any increased annual rent payable as from the review date shall be paid by the Lessee to the Lessor no later than the date on which the next instalment of annual rent is payable hereunder;
 - 5.11.3 on completion of the review, any overpayment of annual rent paid as from the review date shall be held by the Lessor to the Lessee's credit on account of annual rent next falling due for payment unless the Lessee requests the Lessor in writing to refund such payment in which case the Lessor will comply with that request.
- 5.12 If any moratorium or other law Act or regulation that applies to this Lease has the effect of postponing any periodic review of annual rent as at the review date then if and whenever such moratorium is lifted or the law, Act or regulation is repealed or amended so as to permit the annual rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, Act or regulation is repealed or amended to the intent that the rent review shall establish the annual rent as at such date and not as at the postponed review date but any subsequent rent review shall take place on the next following review date fixed in accordance with Clause 5.
- 5.13 Immediately upon the parties agreeing to pay a revised annual rent or on determination under Clause 5.7 the Lessee shall enter into an appropriate registrable Memorandum of Variation of Lease recording such revised annual rent prepared by the Lessor.

6. CHARGES

- 6.1 The Lessee will pay all charges incurred by the Lessee for electricity, gas, water or power or other services in respect of the Land and Improvements including all connection, disconnection, or other fees payable by the Lessee or the Lessor to other authorities in respect of such services.
- 6.2 The Lessor will pay for all costs of service, installation, maintenance and connection to the nearest approved local authority connection points.

7. PAYMENT OF RATES AND IMPOSITIONS

The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Improvements or on the Lessor or Lessee in respect thereof by any Authority.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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**6.6: LEASE WITH THE DEPARTMENT OF CONSERVATION
FOR LEASEBACK OF THE MOTUEKA AREA OFFICE**

8. GOODS AND SERVICES TAX

The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act 1985 or any similar tax levied in substitution therefore including all amendments and any enactments in substitution therefore or in addition thereto or otherwise in respect of any payments made by the Lessee under this Lease (including the payment of annual rent) or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

9. INTEREST ON OVERDUE RENT OR OTHER MONEYS

Without prejudice to other rights powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount owing by the Lessee to the Lessor whatsoever pursuant to this Lease shall be in arrears and unpaid for fifteen (15) business days after the due day for payment thereof (whether any formal or legal demand therefor shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate being 1% above the average 90 day bank bill buy rate (described as the BID rate) at 10.45 am on the date the payment was due as shown on page BKBM (or its successor page) on the Reuters screen or at a rate based on any successor screen or if there is none at a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default and the said interest shall be recoverable in the same manner as rent in arrears.

10. USE OF THE LAND AND IMPROVEMENTS

- 10.1 The Lessee shall be permitted the right to carry on the business specified in Item 10 of the Reference Schedule.
- 10.2 Should any of the uses of the Land and any Improvements be permissible only with the consent or licence of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or licence at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions required and the Lessee shall at all times comply with any conditions of such consent, order or authority obtained.
- 10.3 Where the Lessee is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or other consents from any Authority such as required under section 348 of the Local Government Act 1974, the Lessor agrees that it and any officer, or employee or agent of the Lessor shall not raise any objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.
- 10.4 Despite any other provision in this Lease, if at any time during the term of this Lease, the Land cannot be, or can no longer be lawfully used for Conservation purposes, the Lessee may terminate this Lease on giving reasonable notice to the Lessor.

11. NO FENCING

The Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences

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between the Land and any land owned or occupied by the Lessor but nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

12. STATUTORY REQUIREMENTS

12.1 The Lessee must comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:

12.1.1 ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;

12.1.2 comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land and the requirements imposed and otherwise arising under the Resource Management Act 1991; and

12.1.3 ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety in Employment Act 1992.

12.2 The Lessee shall not, during the term of this Lease:

12.2.1 make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;

12.2.2 suffer insolvency, bankruptcy or liquidation;

12.2.3 suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this subclause 12.2.3 shall have no application or effect whilst Her Majesty the Queen Acting By and Through the Minister of Conservation is the Lessee hereunder.

13. ASSIGNMENT OR SUBLETTING

13.1 The Lessee will not without the previous consent in writing of the Lessor assign or transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without some good cause assigned having regard to the solvency or respectability of the proposed assignee or transferee or sublessee. Notwithstanding this Clause where the Crown (as that term is defined in section 2 of the Public Finance Act 1989) remains as the Lessee under this Lease and in occupation from the Lessor the consent of the Lessor shall not be required when another Crown entity assumes occupation of all or any part of the Land except that on each occasion that a different Crown entity (as defined in section 7(1) of the Crown Entities Act 2004) or other Crown body or state owned enterprise assumes the role and obligations of the Lessee under this Lease the Lessee shall notify the Lessor in writing of that change.

13.2 In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange or a person under Clause 13.5 the Lessor may require the directors and/or the controlling shareholders of such company

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to enter into a deed guaranteeing the performance by that company of the terms of this Lease such guarantee to be in a form reasonably acceptable to the Lessor.

- 13.3 Clause 13 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- 13.4 For the purposes of Clause 13.1 any proposed change in the shareholding of the Lessee or any amalgamation under Section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be a deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in Clause 13.5.
- 13.5 For the purposes of Clause 13.1 any proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control in the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this Clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.
- 13.6 Where any assignment or transfer of this Lease is consented to by the Lessor, the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessor's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee but the execution of such covenant shall not release the Lessee from the Lessee's obligations under this Lease.
- 13.7 Notwithstanding any Rule of Law or anything herein expressed or implied to the contrary where Her Majesty the Queen Acting By and Through the Minister of Conservation in New Zealand as Lessee assigns this Lease under the provisions of this clause 13, all the liabilities of the Lessee expressed or implied under this Lease, whether contingent or otherwise for the payment of future rents or other moneys or the future observants or performance of any of the Covenants, conditions or agreements on the part of the Lessee shall cease and determine absolutely as from the date of the Assignment thereof, but without releasing the Lessee from liability for any antecedent breach thereof.

14. LESSEE'S ACKNOWLEDGEMENT OF RISK

The Lessee agrees to occupy and use the Land and any Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Improvements thereon except where the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

15. QUIET ENJOYMENT/REPUDIATION

- 15.1 Provided the Lessee performs and observes the covenants provisos conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or by

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any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease. For the avoidance of doubt, the phrase "person or persons claiming under the Lessor" does not include beneficiaries of any trust of which the Lessor is trustee.

- 15.2 The Lessor is to compensate the Lessee and the Lessee shall be entitled to recover any damages for any loss or damage suffered by reason of any acts or omissions of the Lessor constituting a repudiation of the Lease or the Lessor's obligations under the Lease. Such entitlement shall subsist notwithstanding any cancellation or early termination of the Lease and shall be in addition to any other right or remedy which the Lessee may have.

16. REGISTRATION

- 16.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 1952.
- 16.2 The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

17. IMPROVEMENTS DURING LEASE

- 17.1 Throughout the term of this Lease and on any renewal any Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing.
- 17.2 Throughout the term of this Lease and on any renewal the Lessee shall have the right to alter, construct and demolish any Improvements on the Land without the need to obtain the Lessor's consent providing all obligations required of the Lessee under this Lease relevant to Improvements on the Land are satisfied.

18. IMPROVEMENTS ON TERMINATION OF LEASE

- 18.1 No later than twelve (12) months prior to the expiry of any ten (10) year term of Lease the Lessee may give notice ("**the Lessee's Transfer Notice**") to the Lessor specifying any Improvements which the Lessee wishes to transfer to the Lessor following expiry of the Lease or renewal. The Lessee's Transfer Notice shall contain details of those Improvements, their current market value and the proposed terms of transfer of the Improvements.
- 18.2 The Lessor agrees to consult with the Lessee regarding the Improvements specified in the Lessee's Transfer Notice, and to consider any proposal to transfer such Improvements. Nevertheless, the Lessee acknowledges that nothing in this clause or in the Lessee's Transfer Notice shall oblige the Lessor to take a transfer of, or to pay any compensation or consideration for, such Improvements.
- 18.3 If no agreement is reached regarding the transfer of Improvements pursuant to this clause (before six months prior to the expiry of the Lease, or before the earlier termination of the Lease) the following provisions of this Clause 18 shall apply.
- 18.4 On termination of this Lease (whether by expiry of time or otherwise) except where the Lessee has exercised any rights of renewal, the Lessee will remove any Improvements specified in a written notice ("**the Lessor's Removal Notice**") given to the Lessee in accordance with Clause 18.5.

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- 18.5 The Lessee will remove Improvements that are clearly identified in the Lessor's Removal Notice which must be given no later than three (3) months prior to the expiry of the term (time being of the essence) or one (1) month after any sooner termination.
- 18.6 The Lessee must remove all Improvements specified in the Lessor's Removal Notice within six (6) months from the date of termination (time being of the essence) and must ensure within that time that all services to any Improvements are properly and lawfully disconnected, the Land under any Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed and left in a neat and tidy condition.
- 18.7 If the Lessee fails to remove any Improvements specified in the Lessor's Removal Notice in accordance with Clause 18.6 then the Lessor may remove them and all costs and expenses incurred directly and indirectly shall be recoverable against the Lessee.
- 18.8 Any Improvements remaining on the Land after the period referred to in Clause 18.6 shall become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.
- 18.9 The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease until it has met its obligations under Clause 18.6.
- 18.10 Whenever resource consent is required to remove or demolish any Improvements the Lessee shall use all reasonable endeavours to obtain all necessary consents and shall continue to be obliged to pay rent and outgoings under this Lease until such time that the Lessor is satisfied on reasonable grounds that the Lessee has used all reasonable endeavours to obtain all necessary consents and produced to the Lessor evidence satisfactory to the Lessor to satisfy this requirement.
- 18.11 At the expiry of the lease if the Lessor has specified in writing no less than three (3) months prior to the final expiry date of the lease that a change of any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land is required the Lessee shall be obliged to obtain any change.

19. DESTRUCTION AND REDEVELOPMENT

- 19.1 The Lessee shall be entitled to carry out repairs, demolition, relocation, additions, reinstatement or redevelopment to any Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to demolish, relocate, redevelop, replace or add to any Improvements on the Land provided the following conditions are or will be satisfied:
- 19.1.1 any repair, demolition, relocation, addition, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and
- 19.1.2 the Lessee is able to obtain all resource and building consents necessary to carry out any works programme; and
- 19.1.3 upon satisfaction of such conditions the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Improvements or such part of Improvements requiring such work in accordance with the conditions set out above.

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19.2 In the event that the Lessee is prevented or unable to reinstate or rebuild in the event of total or partial destruction it may forthwith terminate this Lease provided that the Lessee demolishes the Improvements and clears and restores the Land all in accordance with the requirements of Clause 18.6.

20. NOTICES

20.1 All notices must be in writing and must be served by one of the following means:

- (a) in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (i) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
 - (ii) by personal delivery, or by posting by registered or ordinary mail, or by facsimile transmission.

20.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:

- (a) in the case of personal delivery, when received by the addressee at the address detailed in clause 20.3; and
- (b) in the case of posting by registered mail, on the third working day following the date of posting to the addressee at the address detailed in clause 20.3; and
- (c) in the case of facsimile transmission, on the working day following the date of sending to the addressee's facsimile number designated in clause 20.3 provided that the sender produces a confirmation notice that the facsimile has been sent on that day.

20.3 Details for Notices:

Lessor

Te Ātiawa o Te Waka-a-Māui Trust
c/- 72 Trafalgar Street, Nelson or PO Box 10, Nelson

Telephone (03) 548 2139; Fax: (03) 548 4901

Lessee

Her Majesty the Queen acting by and through the Minister of Conservation
186 Bridge Street, Nelson, Private Bag 5, Nelson

Telephone (03) 546 9335: Fax: (03) 548 2805.

20.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Lessor, it is to be supported by satisfactorily

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written delegation from the Lessor confirming the appointment of the party giving the notice.

21. DEFAULT BY LESSEE

The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the land at the time or any time thereafter:

- (a) if the rent shall be in arrear twenty (20) working days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) working days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;
- (b) in case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with Section 246 of the Property Law Act 2007;

and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

22. DISPUTE RESOLUTION

- 22.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.
- 22.2 If the parties cannot resolve a dispute or difference within fifteen (15) business days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).
- 22.3 If the parties cannot agree on any dispute resolution technique within a further fifteen (15) business days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under Clause 22.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.
- 22.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

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**6.6: LEASE WITH THE DEPARTMENT OF CONSERVATION
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23. COSTS

- 23.1 The parties shall each pay their own solicitors' costs on preparing and finalising this Lease or any renewal or variation of this Lease.
- 23.2 The Lessee shall be responsible for payment of all registration fees including agency charges imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.
- 23.3 The Lessee shall pay for all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observance of any of the terms, covenants and conditions of this Lease.

24. LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS

- 24.1 The Lessor will have the right to inspect the Land no more than twice each year during the term or any renewal of this Lease with valuers or other experts and consultants provided such inspections are carried out at times reasonably acceptable to the Lessee on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. Any such inspections should be carried out in accordance with the Lessee's security and health and safety requirements and the Lessee shall have the right to change any suggested time to a mutually convenient time.
- 24.2 Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lessee for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.
- 24.3 If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:
- (a) complete a security check on terms reasonably acceptable to the Lessee;
 - (b) provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing; and
 - (c) familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.
- 24.4 The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.
- 24.5 The Lessee will during the period of three (3) months prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees or purchasers and allow the Lessor to affix to the Land appropriate sale or reletting notices.

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25. DISPOSAL OF LESSOR'S INTEREST

25.1 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land provided:

25.1.1 any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and

25.1.2 that while Her Majesty the Queen is the Lessee and occupies the Land the following further provisions shall apply:

- (a) the Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee);
- (b) if the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:
 - (i) The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or
 - (ii) The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within five (5) working days of receiving the Lessor's advice pursuant to clause 25.1 above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

25.2 If the Lessor does not receive written notice from the Lessee pursuant to clause 25.1 above together with grounds to substantiate its reasonable apprehension within five (5) working days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.

25.3 If the Lessee objects to the proposed Assignee in accordance with clause 25.1 above, then the Lessor shall not dispose of its interest to the proposed Assignee.

25.4 If the Lessor fails to advise the Lessee in writing of the disposal of its interest in the Land and the Lessee has objections to the proposed Assignee based on those reasons set out in clauses 25.1 above, then the Lessee shall be entitled at any time thereafter to terminate this Lease on seven (7) days written notice and the Lessee's obligations under this Lease shall cease from the expiration of such notice.

26. HOLDING OVER

26.1 If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) working days written notice at the rent then payable per month for the Land and otherwise on the same covenants and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

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27. EXCLUSION OF IMPLIED PROVISIONS

27.1 The following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

- (a) Clause 10-Premises unable to be used for particular purpose; and
- (b) Clause 11 -Power to inspect premises.

SCHEDULE OF LAND

All that parcel of land containing 9606 square meters more or less, being Lot 1 on Deposited Plan 11256, All Computer Freehold Register NL 6D/557 located at 406 High Street, Motueka

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DOCUMENTS SCHEDULE**

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**6.7 LEASE WITH THE DEPARTMENT OF CONSERVATION FOR
YORK STREET WORKSHOP, PICTON**

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TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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6.7: LEASE WITH THE DEPARTMENT OF CONSERVATION FOR LEASEBACK PROPERTIES

REFERENCE SCHEDULE

ITEM 1: LESSOR PARTICULARS	Name: [The Trustees of Te Ātiawa o Te Waka-a-Maui Trust] Address: 72 Trafalgar Street Nelson 7010 c/- P.O. Box 10, Nelson, 7010 Phone: 03 548 2139 Fax: Fax: 03 548 4901 Contact: John Murray
ITEM 1: LESSOR PARTICULARS	Name: Her Majesty the Queen, acting by and through the Minister of Conservation Address: 186 Bridge Street Nelson Private Bag 5 Nelson 7010 Phone: 03 546 9335 Fax: 043 548 2805 Contact: National Property Manager
ITEM 3: LAND	All that parcel of land containing 0.1011 hectares more or less, being Section 536, Town of Picton MLD located in York Street, Picton.
ITEM 4: TERM	Ten (10) years.
ITEM 5: FURTHER TERMS	Three (3) rights of renewal, each of ten (10) years.
ITEM 6: RENEWAL DATES	Each tenth (10) year anniversary from the date of commencement, as per Item 4 and Item 5 of this Schedule.
ITEM 7: ANNUAL RENT	[] plus GST.
ITEM 8: DATE OF COMMENCEMENT	The date of Settlement.
ITEM 9: REVIEW DATES	Every five (5) years from commencement date.
ITEM 10: PERMITTED USE:	For Conservation purposes and any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land.

6.7: LEASE WITH THE DEPARTMENT OF CONSERVATION FOR LEASEBACK PROPERTIES

THE SCHEDULE OF TERMS

1. INTERPRETATION

- 1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:
- 1.1.1 Words importing any gender shall include all other genders.
 - 1.1.2 Words importing the singular shall include the plural and vice versa.
 - 1.1.3 Payments shall be made in the lawful currency of New Zealand.
 - 1.1.4 Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.
 - 1.1.5 References to schedules are references to schedules in this Lease and clauses are references to clauses in this Schedule of Terms and references to parties are references to the parties to this Lease and their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) unless expressly stated otherwise.
 - 1.1.6 Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
 - 1.1.7 A "**person**" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust or a Crown entity as defined in Section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise in each case whether or not having separate legal personality.
 - 1.1.8 "**writing**" shall include words visibly represented or reproduced.
 - 1.1.9 No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition, or duty of the Lessee will be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach of the Lessee will be implied from the Lessor's failure to exercise the Lessor's rights or any of them in respect of that breach.
 - 1.1.10 Nothing contained in this Lease shall be deemed or construed or constitute any party, a partner, agent or representative of the other party or be deemed to create any trust, commercial partnership or joint venture.
 - 1.1.11 The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.
 - 1.1.12 The parties acknowledge and agree that certain covenants set out in this Lease (in particular provisions relating to the treatment of Improvements on termination or sooner determination of this Lease) shall continue beyond determination of this Lease for the benefit of the parties notwithstanding such determination.
 - 1.1.13 This Lease shall be construed and take effect in accordance with the laws of New Zealand.

6.7: LEASE WITH THE DEPARTMENT OF CONSERVATION FOR LEASEBACK PROPERTIES

- 1.1.14 Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.
- 1.1.15 Any reference in this Lease to "**month**" or "**monthly**" shall mean respectively calendar month and calendar monthly.
- 1.1.16 "**Authority**" means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and any Improvements.
- 1.1.17 "**Business days**" means any day other than a Saturday or Sunday or statutory or anniversary holiday.
- 1.1.18 "**Date of Commencement**" means the date specified in Item 5 of the Reference Schedule.
- 1.1.19 "**Improvements**" means all Improvements excluding Lessor's Improvements whether constructed or installed on the Land before or at any time during the term of this Lease (including any renewal or variation extending the term of this Lease), including any building, structure or other improvements on or fixed to the land and any concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, signage, fixtures and fittings.
- 1.1.20 "**The Land**" means that land described in Item 3 to the Reference Schedule of Land excluding the Improvements.
- 1.1.21 The expression "**Lessor**" and "**Lessee**" includes their respective successors and assigns (if permitted in the case of the Lessee under Clause 13) and where the context permits the Lessee includes the Lessee's sublessees and other lawful occupiers of the Land and the Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee).
- 1.1.22 "**Lessor's Improvements**" means work done or material used on or for the benefit of the Land (whether before or during the term of this Lease including any renewal or variation extending the term of this Lease) in:
- (a) the draining, excavation, filling, or reclamation of the Land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling or reclamation; or
 - (b) the grading or leveling of the Land or the removal of rocks, stone, sand, or soil therefrom; or
 - (c) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
 - (d) the alteration of soil fertility or of the structure of the soil; or
 - (e) the arresting or elimination of erosion or flooding.
- 1.1.23 "**Reference Schedule**" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.

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1.1.24 "**Regional Plan**" and "**District Plan**" shall have ascribed to them the definitions set out in section 2 of the Resource Management Act 1991 and "Regional and District Plans" shall be construed accordingly and shall extend to include any successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.

1.1.25 "**Schedule of Land**" means the schedule described as such and forming part of this Lease.

1.1.26 "**Schedule of Terms**" means this schedule described as such and forming part of this Lease.

2. TERM

2.1 The term of this Lease shall commence on the Date of Commencement and shall be for the period specified in Item 4 of the Reference Schedule.

3. RIGHT OF RENEWAL OF LEASE

3.1 If the Lessee has not been in any material breach of this Lease and has given to the Lessor written notice to renew this Lease at least three (3) calendar months before the end of each term then the Lessee shall have the right to obtain in accordance with the provisions of this lease a renewed lease of the Land for the term of years specified in Item 5 of the Reference Schedule computed from the relevant date specified in Item 6 of the Reference Schedule and subject to the same covenants and provisions expressed and implied in this Lease.

3.2 If the Lessee fails within the time aforesaid to give any notice under Clause 3.1 as to whether it desires a renewed lease and the Lessor at any time after such expired time has given one month's written notice to the Lessee advising the Lessee that it has one further month from the date of such letter to exercise its right of renewal, and the Lessee still fails to advise the Lessor of its desire to renew, then the Lessee shall be deemed to have given notice that a renewed lease is not required. If the Lessee gives notice in writing that it does not desire a renewed lease or there is a deemed notice that a renewal is not required then its right for a renewed lease shall cease on expiry of the one month notice period aforesaid or on the date at which notice is received by the Lessor (as the case may be).

3.3 Any notice by the Lessee under clause 3.1 or clause 3.2 of its desire to accept a renewed lease shall be deemed to constitute a contract between the Lessor and the Lessee for the granting and acceptance of a renewed lease at the rent to be determined under Clause 5 for the term and subject to the covenants and provisions referred to in Clause 3.1.

3.4 The term of any renewed lease shall run from the day immediately after the expiry of the prior lease, and the rent thereunder shall accrue from that date instead of the rent reserved in the prior lease, notwithstanding the fact that the renewed lease may not be executed until after that date. Clause 5.11 shall otherwise apply.

3.5 The Lessor shall prepare each memorandum of renewal of this Lease and the Lessee will forthwith enter into and execute such memorandum of renewal of lease.

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4. RENT

- 4.1 The Lessee shall pay the annual rent specified in Item 7 of the Reference Schedule from the Date of Commencement until the rent is varied under Clause 5 at which time the Lessee will pay rent at the varied rate.
- 4.2 Rent shall be paid on the first day of each month by equal monthly payments in advance with broken period payments due on a proportionate basis for any broken period at the Date of Commencement and on expiry of the Lease term.
- 4.3 All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.

5. RENT REVIEW PROVISIONS

- 5.1 In this clause "**Initiating Party**" means the party that gives the Notice defined in Clause 5.2 and "**Recipient**" means the party that receives that Notice.
- 5.2 The annual rent may be reviewed by the Lessor or by the Lessee on the dates specified in Item 9 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 9 of the Reference Schedule (each of such dates being called the "**review date**") either party may give notice in writing to the other ("**the Notice**") of that party's assessment of the annual rent of the Land to apply from that particular review date.
- 5.3 The annual rent of the Land shall be assessed on the basis of current use rental of the Land as determined as at the review date. In determining the annual rent of the Land the valuers and any umpire shall, in addition to other relevant factors:
- 5.3.1 Disregard:
- (a) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
 - (b) the value of any goodwill attributable to the Lessee's business; and
 - (c) all Improvements made to the Land.
- 5.3.2 Have regard to:
- (a) the Lessor's Improvements;
 - (b) the permitted use under this Lease; and
 - (c) Regional and District Plans.
- 5.4 In the event that the Recipient does not agree with the Initiating Party's assessment of the annual rent of the Land to apply from the particular review date, the Recipient shall notify the Initiating Party in writing ("**the Counter Notice**") within twenty-one (21) days (in which respect time shall be of the essence) that the Recipient requires such rent to be determined in accordance with Clause 5.7 and the Recipient shall set out in the Counter Notice the amount which the Recipient considers to be the annual rent as at the particular review date.

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- 5.5 Unless such notice is given by the Recipient within twenty-one (21) days, then the amount stated in the Notice shall become the annual rent of the Land reserved by this Lease as and from the particular review date in substitution of the previous amount payable.
- 5.6 Neither party shall by reason of its failure to give the Notice prior to any review date forfeit its right to have the annual rent reviewed as from that particular review date and the reviewed annual rent which should have been paid from that particular review date shall date back to and be payable from that particular review date and any payment of or receipt for the payment of ground rent due on or after a particular review date shall not prejudice either party's right to demand repayment or payment thereafter of any additional annual rent overpaid or payable pursuant to the provisions of Clause 5.11.2.
- 5.7 Where the Counter Notice is given, the Lessor and Lessee shall enter into negotiations to resolve the dispute. Should agreement not be reached within fourteen (14) days (or such longer period as the Lessor and Lessee shall agree upon in writing) after the date on which the Recipient gives the Counter Notice then:
- 5.7.1 The Lessor and Lessee shall, within twenty-one (21) days after the date on which the Recipient gives the Counter Notice, each appoint a valuer to jointly determine the ground rent of the Land. A valuer nominated by either party pursuant to this Clause shall be a full registered member of the New Zealand Institute of Valuers and shall be competent to practice as a valuer of ground leases and shall have at least five (5) years experience in valuing ground leases within the district in which the Land is situated and be active in the market at the time of his or her appointment.
- 5.7.2 If either the Lessor or the Lessee fails to appoint a valuer within twenty-one (21) days as aforesaid, then the determination of the annual rent shall be made by the sole valuer as nominated by either the Lessor or Lessee as the case may be, within one (1) month of the expiry of the twenty-one (21) days as aforesaid and his or her determination shall be final and binding on both parties as if his or her appointment had been by consent.
- 5.7.3 Before proceeding with their determination, the said valuers shall agree upon and appoint an umpire (also qualified in the manner referred to in Clause 5.7.1) and obtain the umpire's acceptance in writing of his or her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within one month of being instructed to proceed or such other time period as the Lessor and Lessee may agree, whichever is the latest.
- 5.7.4 If the said valuers within fourteen (14) days of the date of their appointment either fail to appoint an umpire or are unable to agree upon an umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such Institute to appoint an umpire (also qualified in the manner aforesaid) and obtain the umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance undertakes to hand down his or her determination of the annual rent in the same manner as if he or she had been appointed pursuant to Clause 5.7.1.
- 5.7.5 Subject to Clauses 5.7.2, 5.7.3 and 5.7.4 the valuers so nominated shall within one (1) month of the date of appointment jointly determine the annual rent as at that particular review date. In the event that either valuer fails to provide to the

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other valuer his or her written assessment of the annual rent within one month of the date of appointment, then the annual rent shall be determined by the other valuer and his or her determination shall be final and binding on both parties.

5.7.6 If the said valuers are unable to agree upon a determination within one month of their appointment or within such extended time as the Lessor and Lessee may agree, then the annual rent shall be determined by the umpire whose determination shall be final and binding on the parties. The umpire shall without limiting his or her enquiries and conduct of any hearing:

- (a) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;
- (b) have due regard to any evidence submitted by the valuers as to their assessment of the annual rent;
- (c) take into account any expert witness evidence considered relevant to the hearing;
- (d) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties; and
- (e) give in his or her determination the reasons therefore in writing.

5.8 The costs incurred in the determination pursuant to Clause 5.7 of the annual rent shall be borne by the parties in the following manner:

- (a) subject to Clause 5.7.8(b) each party shall be responsible for the cost of its own appointed valuer;
- (b) where the determination is made by a single valuer pursuant to Clause 5.7.2 the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;
- (c) the parties shall share equally the costs of the umpire unless any party has acted capriciously or unreasonably in any of the proceedings pursuant to the provisions of this Clause 5.7 in which case the umpire may determine the manner in which such costs shall be apportioned between the parties **PROVIDED THAT** in all cases if the annual rent to apply from the review date is:
 - (i) equal to or exceeding the annual rent nominated in the notice given by the Lessor (whether the Notice or the Counter Notice) then all costs of the valuers and the umpire (where applicable) shall be borne by the Lessee alone, or
 - (ii) equal to or less than the annual rent nominated in the notice given by the Lessee (whether the Notice or the Counter Notice) then all costs of valuers and the umpire (where applicable) will be borne by the Lessor alone;
 - (iii) other than the foregoing then all costs of valuers and the umpire (where applicable) will be borne equally by the Lessor and the Lessee.

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- 5.8 The valuers or umpire shall be deemed to be acting as experts and not as arbitrators.
- 5.9 Any variation in the annual rent resulting from such determination shall take effect on and from that particular review date.
- 5.10 Where a review pursuant to this Clause 5 of the annual rent reserved by this Lease is completed after the review date, then:
- 5.10.1 Pending completion of the review, annual rent shall be paid at the rate prevailing immediately prior to the relevant review date;
- 5.10.2 On completion of the review, any increased annual rent payable as from the review date shall be paid by the Lessee to the Lessor no later than the date on which the next installment of annual rent is payable hereunder;
- 5.10.3 On completion of the review, any overpayment of annual rent paid as from the review date shall be held by the Lessor to the Lessee's credit on account of annual rent next falling due for payment unless the Lessee requests the Lessor in writing to refund such payment in which case the Lessor will comply with that request.
- 5.11 If any moratorium or other law Act or regulation that applies to this Lease has the effect of postponing any periodic review of annual rent as at the review date then if and whenever such moratorium is lifted or the law, Act or regulation is repealed or amended so as to permit the annual rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, Act or regulation is repealed or amended to the intent that the rent review shall establish the annual rent as at such date and not as at the postponed review date but any subsequent rent review shall take place on the next following review date fixed in accordance with Clause 5.
- 5.12 Immediately upon the parties agreeing to pay a revised annual rent or on determination under Clause 5.7 the Lessee shall enter into an appropriate registrable Memorandum of Variation of Lease recording such revised annual rent prepared by the Lessor.

6. CHARGES

- 6.1 The Lessee will pay all charges incurred by the Lessee for electricity, gas, water or power or other services in respect of the Land and Improvements including all connection, disconnection, or other fees payable by the Lessee or the Lessor to other authorities in respect of such services.
- 6.2 The Lessor will pay for all costs of service, installation, maintenance and connection to the nearest approved local authority connection points.

7. PAYMENT OF RATES AND IMPOSITIONS

- 7.1 The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Improvements or on the Lessor or Lessee in respect thereof by any Authority.

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8. GOODS AND SERVICES TAX

- 8.1 The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act 1985 or any similar tax levied in substitution therefore including all amendments and any enactments in substitution therefore or in addition thereto or otherwise in respect of any payments made by the Lessee under this Lease (including the payment of annual rent) or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

9. INTEREST ON OVERDUE RENT OR OTHER MONEYS

- 9.1 Without prejudice to other rights powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount owing by the Lessee to the Lessor whatsoever pursuant to this Lease shall be in arrears and unpaid for fifteen (15) business days after the due day for payment thereof (whether any formal or legal demand therefor shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate being 1% above the average 90 day bank bill buy rate (described as the BID rate) at 10.45 am on the date the payment was due as shown on page BKBM (or its successor page) on the Reuters screen or at a rate based on any successor screen or if there is none at a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default and the said interest shall be recoverable in the same manner as rent in arrears.

10. USE OF THE LAND AND IMPROVEMENTS

- 10.1 The Lessee shall be permitted the right to carry on the business specified in Item 10 of the Reference Schedule.
- 10.2 Should any of the uses of the Land and any Improvements be permissible only with the consent or licence of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or licence at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions required and the Lessee shall at all times comply with any conditions of such consent, order or authority obtained.
- 10.3 Where the Lessee is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or other consents from any Authority such as required under section 348 of the Local Government Act 1974, the Lessor agrees that it and any officer, or employee or agent of the Lessor shall not raise any objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.
- 10.4 Despite any other provision in this Lease, if at any time during the term of this Lease, the Land cannot be, or can no longer be lawfully used for Conservation purposes, the Lessee may terminate this Lease on giving reasonable notice to the Lessor.

11. NO FENCING

- 11.1 The Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land and any land owned or occupied by the Lessor but nothing herein

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contained shall be deemed to limit any liability imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

12. STATUTORY REQUIREMENTS

12.1 The Lessee must comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Improvements or which relate to the Lessee's use of the Land and Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:

12.1.1 ensure that a warrant of fitness is obtained each year in respect of any Improvements if required under the Building Act 2004;

12.1.2 comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land and the requirements imposed and otherwise arising under the Resource Management Act 1991; and

12.1.3 ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety in Employment Act 1992.

12.2 The Lessee shall not, during the term of this Lease:

12.2.1 make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;

12.2.2 suffer insolvency, bankruptcy or liquidation; or

12.2.3 suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this subclause 12.2.3 shall have no application or effect whilst Her Majesty the Queen Acting By and Through the Commissioner of Police is the Lessee hereunder.

13. ASSIGNMENT OR SUBLETTING

13.1 The Lessee will not without the previous consent in writing of the Lessor assign or transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without some good cause assigned having regard to the solvency or respectability of the proposed assignee or transferee or sublessee. Notwithstanding this Clause where the Crown (as that term is defined in section 2 of the Public Finance Act 1989) remains as the Lessee under this Lease and in occupation from the Lessor the consent of the Lessor shall not be required when another Crown entity assumes occupation of all or any part of the Land except that on each occasion that a different Crown entity (as defined in section 7(1) of the Crown Entities Act 2004) or other Crown body or state owned enterprise assumes the role and obligations of the Lessee under this Lease the Lessee shall notify the Lessor in writing of that change.

13.2 In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange or a person under Clause 13.5 the Lessor may require the directors and/or the controlling shareholders of such company to enter into a deed guaranteeing the performance by that company of the terms of this Lease such guarantee to be in a form reasonably acceptable to the Lessor.

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- 13.3 Clause 13 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- 13.4 For the purposes of Clause 13.1 any proposed change in the shareholding of the Lessee or any amalgamation under Section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be a deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in Clause 13.5.
- 13.5 For the purposes of Clause 13.1 any proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control in the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this Clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.
- 13.6 Where any assignment or transfer of this Lease is consented to by the Lessor, the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessor's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee but the execution of such covenant shall not release the Lessee from the Lessee's obligations under this Lease.
- 13.7 Notwithstanding any Rule of Law or anything herein expressed or implied to the contrary where Her Majesty the Queen acting by and through the Minister of Conservation in New Zealand as Lessee assigns this Lease under the provisions of this Clause 13, all the liabilities of the Lessee expressed or implied under this Lease, whether contingent or otherwise for the payment of future rents or other moneys or the future observance or performance of any of the Covenants, conditions or agreements on the part of the Lessee shall cease and determine absolutely as from the date of the Assignment thereof, but without releasing the Lessee from liability for any antecedent breach thereof.

14. LESSEE'S ACKNOWLEDGEMENT OF RISK

- 14.1 The Lessee agrees to occupy and use the Land and any Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Improvements thereon except where the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

15. QUIET ENJOYMENT/REPUDIATION

- 15.1 Provided the Lessee performs and observes the covenants provisos conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease. For the avoidance of doubt, the phrase "person or persons claiming under the Lessor" does not include beneficiaries of any trust of which the Lessor is trustee.

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15.2 The Lessor is to compensate the Lessee and the Lessee shall be entitled to recover any damages for any loss or damage suffered by reason of any acts or omissions of the Lessor constituting a repudiation of the Lease or the Lessor's obligations under the Lease. Such entitlement shall subsist notwithstanding any cancellation or early termination of the Lease and shall be in addition to any other right or remedy which the Lessee may have.

16. REGISTRATION

16.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 1952.

16.2 The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

17. IMPROVEMENTS DURING LEASE

17.1 Throughout the term of this Lease and on any renewal any Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing.

17.2 Throughout the term of this Lease and on any renewal the Lessee shall have the right to alter, construct and demolish any Improvements on the Land without the need to obtain the Lessor's consent providing all obligations required of the Lessee under this Lease relevant to Improvements on the Land are satisfied.

18. IMPROVEMENTS ON TERMINATION OF LEASE

18.1 No later than twelve (12) months prior to the expiry of any ten (10) year term of Lease the Lessee may give notice ("**the Lessee's Transfer Notice**") to the Lessor specifying any Improvements which the Lessee wishes to transfer to the Lessor following expiry of the Lease or renewal. The Lessee's Transfer Notice shall contain details of those Improvements, their current market value and the proposed terms of transfer of the Improvements.

18.2 The Lessor agrees to consult with the Lessee regarding the Improvements specified in the Lessee's Transfer Notice, and to consider any proposal to transfer such Improvements. Nevertheless, the Lessee acknowledges that nothing in this clause or in the Lessee's Transfer Notice shall oblige the Lessor to take a transfer of, or to pay any compensation or consideration for, such Improvements.

18.3 If no agreement is reached regarding the transfer of Improvements pursuant to this clause (before six months prior to the expiry of the Lease, or before the earlier termination of the Lease) the following provisions of this Clause 18 shall apply.

18.4 On termination of this Lease (whether by expiry of time or otherwise) except where the Lessee has exercised any rights of renewal, the Lessee will remove any Improvements specified in a written notice ("**the Lessor's Removal Notice**") given to the Lessee in accordance with Clause 18.5.

18.5 The Lessee will remove Improvements that are clearly identified in the Lessor's Removal Notice which must be given no later than three (3) months prior to the expiry of the term (time being of the essence) or one (1) month after any sooner termination.

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- 18.6 The Lessee must remove all Improvements specified in the Lessor's Removal Notice within six (6) months from the date of termination (time being of the essence) and must ensure within that time that all services to any Improvements are properly and lawfully disconnected, the Land under any Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed and left in a neat and tidy condition.
- 18.7 If the Lessee fails to remove any Improvements specified in the Lessor's Removal Notice in accordance with Clause 18.6 then the Lessor may remove them and all costs and expenses incurred directly and indirectly shall be recoverable against the the Lessee.
- 18.8 Any Improvements remaining on the Land after the period referred to in Clause 18.6 shall become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.
- 18.9 The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease until it has met its obligations under Clause 18.6.
- 18.10 Whenever resource consent is required to remove or demolish any Improvements the Lessee shall use all reasonable endeavours to obtain all necessary consents and shall continue to be obliged to pay rent and outgoings under this Lease until such time that the Lessor is satisfied on reasonable grounds that the Lessee has used all reasonable endeavours to obtain all necessary consents and produced to the Lessor evidence satisfactory to the Lessor to satisfy this requirement.
- 18.11 At the expiry of the lease if the Lessor has specified in writing no less than three (3) months prior to the final expiry date of the lease that a change of any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land is required the Lessee shall be obliged to obtain any change.

19. DESTRUCTION AND REDEVELOPMENT

- 19.1 The Lessee shall be entitled to carry out repairs, demolition, relocation, additions, reinstatement or redevelopment to any Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to demolish, relocate, redevelop, replace or add to any Improvements on the Land provided the following conditions are or will be satisfied:
- 19.1.1 any repair, demolition, relocation, addition, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and
- 19.1.2 the Lessee is able to obtain all resource and building consents necessary to carry out any works programme; and
- 19.1.3 upon satisfaction of such conditions the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Improvements or such part of Improvements requiring such work in accordance with the conditions set out above.
- 19.2 In the event that the Lessee is prevented or unable to reinstate or rebuild in the event of total or partial destruction it may forthwith terminate this Lease provided that the

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Lessee demolishes the Improvements and clears and restores the Land all in accordance with the requirements of Clause 18.6.

20. NOTICES

20.1 All notices must be in writing and must be served by one of the following means:

- (a) in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (i) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
 - (ii) by personal delivery, or by posting by registered or ordinary mail, or by facsimile transmission.

20.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:

- (a) in the case of personal delivery, when received by the addressee at the address detailed in clause 20.3; and
- (b) in the case of posting by registered mail, on the third working day following the date of posting to the addressee at the address detailed in clause 20.3; and
- (c) in the case of facsimile transmission, on the working day following the date of sending to the addressee's facsimile number designated in clause 20.3 provided that the sender produces a confirmation notice that the facsimile has been sent on that day.

20.3 Details for Notices

Lessor

Te Ātiawa o Te Waka-a-Maui Trust
c/- 72 Trafalgar St, Nelson 7010 or P.O. Box 10, Nelson 7010
Fax: 03 548 4901

Contact Name: John Murray.

Lessee

Her Majesty the Queen, acting by and through the Minister of Conservation
186 Bridge Street, Nelson
Private Bag 5, Nelson
Telephone (03) 546 9335
Fax (03) 548 2805

20.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Lessor, it is to be supported by satisfactorily written delegation from the Lessor confirming the appointment of the party giving the notice.

6.7: LEASE WITH THE DEPARTMENT OF CONSERVATION FOR LEASEBACK PROPERTIES

21. DEFAULT BY LESSEE

21.1 The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the land at the time or any time thereafter:

21.1.1 If the rent shall be in arrear twenty (20) working days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) working days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;

21.1.2 In case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with Section 246 of the Property Law Act 2007; and

21.1.3 the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

22. DISPUTE RESOLUTION

22.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.

22.2 If the parties cannot resolve a dispute or difference within fifteen (15) business days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).

22.3 If the parties cannot agree on any dispute resolution technique within a further fifteen (15) business days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under Clause 22.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.

22.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

23. COSTS

23.1 The parties shall each pay their own solicitors' costs on preparing and finalising this Lease or any renewal or variation of this Lease.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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6.7: LEASE WITH THE DEPARTMENT OF CONSERVATION FOR LEASEBACK PROPERTIES

- 23.2 The Lessee shall be responsible for payment of all registration fees including agency charges imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.
- 23.3 The Lessee shall pay for all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observance of any of the terms, covenants and conditions of this Lease.

24. LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS

- 24.1 The Lessor will have the right to inspect the Land no more than twice each year during the term or any renewal of this Lease with valuers or other experts and consultants provided such inspections are carried out at times reasonably acceptable to the Lessee on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. Any such inspections should be carried out in accordance with the Lessee's security and health and safety requirements and the Lessee shall have the right to change any suggested time to a mutually convenient time.
- 24.2 Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lessee for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.
- 24.3 If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:
- (a) complete a security check on terms reasonably acceptable to the Lessee;
 - (b) provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing; and
 - (c) familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.
- 24.4 The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.
- 24.5 The Lessee will during the period of three (3) months prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees or purchasers and allow the Lessor to affix to the Land appropriate sale or reletting notices.

25. DISPOSAL OF LESSOR'S INTEREST

- 25.1 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land provided:
- 25.1.1 any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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6.7: LEASE WITH THE DEPARTMENT OF CONSERVATION FOR LEASEBACK PROPERTIES

25.1.2 that while Her Majesty the Queen is the Lessee and occupies the Land the following further provisions shall apply:

- (a) the Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee);
- (b) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:
 - (i) the proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or
 - (ii) the role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within five (5) working days of receiving the Lessor's advice pursuant to clause 25.1 above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

25.2 If the Lessor does not receive written notice from the Lessee pursuant to clause 25.1 above together with grounds to substantiate its reasonable apprehension within five (5) working days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.

25.3 If the Lessee objects to the proposed Assignee in accordance with clause 25.1 above, then the Lessor shall not dispose of its interest to the proposed Assignee.

25.4 If the Lessor fails to advise the Lessee in writing of the disposal of its interest in the Land and the Lessee has objections to the proposed Assignee based on those reasons set out in clauses 25.1 above, then the Lessee shall be entitled at any time thereafter to terminate this Lease on seven (7) days written notice and the Lessee's obligations under this Lease shall cease from the expiration of such notice.

26. HOLDING OVER

26.1 If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) working days written notice at the rent then payable per month for the Land and otherwise on the same covenants and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

27. EXCLUSION OF IMPLIED PROVISIONS

27.1 The following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

27.1.1 Clause 10 - Premises unable to be used for particular purpose; and

27.1.2 Clause 11 - Power to inspect premises.

6.7: LEASE WITH THE DEPARTMENT OF CONSERVATION FOR LEASEBACK PROPERTIES

SCHEDULE OF LAND

All that parcel of land containing 0.1011 hectares more or less, being Section 536, Town of Picton MLD located in York Street Picton.

6.8 LEASE FOR THE MINISTRY OF EDUCATION: DEFERRED SELECTION PROPERTIES

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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6.8: LEASE FOR THE MINISTRY OF EDUCATION DEFERRED SELECTION PROPERTIES

**WITHOUT PREJUDICE and SUBJECT TO APPROVAL BY MINISTER
Draft template as at 4 October 2011**

**MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE**

MEMORANDUM OF LEASE dated []

LESSOR [THE TRUSTEES OF TE ĀTIAWA O TE WAKA-A-MĀUI TRUST]

LESSEE HER MAJESTY THE QUEEN acting by and through the Secretary for Education

- A The purpose of this Lease is to give effect to the signed Deeds of Settlement between Te Ātiawa o Te Waka-a-Māui, Te Ātiawa o Te Waka-a-Māui Trust and the Crown, under which the parties agreed to sell the Land to the trustees of the Te Ātiawa o Te Waka-a-Māui Trust and lease it back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

[SIGNED on behalf of the Lessor by]

[SIGNED on behalf of the Lessee by]

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
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6.8: LEASE FOR THE MINISTRY OF EDUCATION DEFERRED SELECTION PROPERTIES

SCHEDULE A

ITEM 1 THE LAND

[Insert legal description of Land]

ITEM 2 START DATE

[Insert start date].

ITEM 3 ANNUAL RENT

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

ITEM 4 TERM OF LEASE

21 Years.

ITEM 5 LESSEE OUTGOINGS

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

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

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

5.4 Maintenance of car parking areas.

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

ITEM 6 PERMITTED USE

The Permitted Use referred to in clause 9.

ITEM 7 RIGHT OF RENEWAL

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

ITEM 8 RENT REVIEW DATES

[Date] and 7 yearly after that Date.

ITEM 9 LESSEE'S IMPROVEMENTS

As defined in clause 1.9 and including the following existing improvements: [List all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent, contractor or sublessee or licensee of the Lessee on the Land].

6.8: LEASE FOR THE MINISTRY OF EDUCATION DEFERRED SELECTION PROPERTIES

SCHEDULE B

1 Definitions

1.1 The term "**Lessor**" includes and binds:

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

1.2 The term "**Lessee**" includes and binds:

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

1.3 "**Business Day**" means a day that is not:

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (d) the days observed as the anniversaries of the provinces of Nelson and Wellington.

1.4 "**Crown**" has the meaning given in section 2(1) of the Public Finance Act 1989.

1.5 "**Crown Body**" means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and
- (c) the New Zealand Railways Corporation; and
- (d) a company or body that is wholly owned or controlled by one or more of the following:
 - (v) the Crown;
 - (vi) a Crown entity;
 - (vii) a State enterprise;

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- (viii) the New Zealand Railways Corporation; and
 - (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).
- 1.6 “**Department**” has the meaning given in section 2 of the Public Finance Act 1989.
- 1.7 “**Education Purposes**” means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 “**Legislation**” means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.9 “**Lessee’s Improvements**” means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.10 “**Lessee’s property**” includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 “**Maintenance**” includes repair.
- 1.12 “**Public Work**” has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 “**Sublet**” and “**Sublease**” include the granting of a licence to occupy the Land or part of it.

2 Payment of Annual Rent

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

3 Rent Review

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

- 3.1 At each rent review the Annual Rent will be calculated at 6.25% of the value calculated at the midpoint between the Current Market Value of the Land as a School Site set out in clause 3.2 and the Nominal Value as set out in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1 above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.

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- 3.3 The highest and best use referred to in clause 3.2 is to be based on the zoning for the Land in force at the beginning of that Term.
- 3.4 The Nominal value is:
- (a) for the first Rent Review Date: a value based on 4% growth per annum of the Transfer Value of the Land
 - (b) for subsequent Rent Review Dates: a value based on 4% growth per annum of the reset value fixed under clause 3.1 above.
- 3.5 The rent review process will be as follows:
- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.
 - (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
 - (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must be supported by a registered valuer's certificate.
 - (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
 - (e) The parties must try to agree on a new Annual Rent.
 - (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
 - (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration in accordance with clause 31; or
 - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
 - (g) Within 10 Business Days of the agreement referred to in subclause (f)(ii) each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
 - (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an

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umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.

- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date. Any shortfall in, or overpayment of, Annual Rent from the Rent Review Date until the date of agreement or determination of that rent shall be paid by the Lessee or, as the case may be, repaid by the Lessor within 10 Business Days of that agreement or determination.
- (m) The rent review provisions may be varied by the parties by agreement and must be recorded in a variation of this Lease.

4 Payment of Lessee Outgoings

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

5 Valuation Roll

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

6 Utility Charges

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

7 Goods and Services Tax

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

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8 Interest

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may, without prejudice to the Lessor's other rights and remedies, charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

9 Permitted Use of Land

9.1 The Land may be used for:

- (c) Education Purposes; and/or
- (d) any other Public Work, including any lawful secondary or incidental use, PROVIDED THAT any such Public Work or use is:
 - (k) required for wider social and health initiatives that complement the school; and
 - (l) compatible with the core use of the Land as a school site.

10 Designation

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease. The Lessor may specify in writing no less than three (3) months prior to the expiry of the Lease that a change of any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land is required, and the Lessee shall be obliged to obtain any such change.

11 Compliance with Law

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

12 Hazards

- 12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.
- 12.2 Subject to clause 13.1, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible. The Lessee must notify the Lessor of any such event without delay.

13 Damage or Destruction

- 13.1 If as the result of a natural event the Land is destroyed, altered or damaged so significantly that it is no longer suitable for the Permitted Use, then the Term will

6.8: LEASE FOR THE MINISTRY OF EDUCATION DEFERRED SELECTION PROPERTIES

immediately terminate, provided that any termination under this clause will be without prejudice to the rights of either party against the other.

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

14 Contamination

- 14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.
- 14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.
- 14.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

15 Easements

- 15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights. Any reasonable costs incurred by or on behalf of the Lessor in attending to the matters provided for in this clause 15.1 shall be met by the Lessee.
- 15.2 The Lessee must take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.
- 15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.
- 15.4 When the Lease ends the Lessee must transfer to the Lessor for nil consideration any consent, permit, use right or any other right to take water from the Land (whether such water is located on the surface of the Land or underneath it).

16 Lessee's Improvements

- 16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the Land will remain unaffected by the sale of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.
- 16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's

6.8: LEASE FOR THE MINISTRY OF EDUCATION DEFERRED SELECTION PROPERTIES

Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.

- 16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.
- 16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.
- 16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- 16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.
- 16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

17 Rubbish Removal

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

18 Signs

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

19 Insurance

- 19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.
- 19.2 The Lessee must ensure that any third party which is not a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

6.8: LEASE FOR THE MINISTRY OF EDUCATION DEFERRED SELECTION PROPERTIES

20 Fencing

- 20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.
- 20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

21 Quiet Enjoyment

- 21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.
- 21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

22 Assignment

- 22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:
- (a) any Department or Crown Body; or
 - (b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).
- 22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).
- 22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.
- 22.4 If the Lessee proposes to enter into any assignment in which the Land will no longer be used for Education Purposes, the Lessor may, as a precondition to the grant of its consent, require the assignee to renegotiate in good faith the provisions of this Lease.

23 Subletting

- 23.1 Provided that the Land continues to be used for the Permitted Use, the Lessee has the right to sublet its interest under the Lease without the Lessor's consent to:
- (a) any Department or Crown Body; or
 - (b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).
- 23.2 If the Lessee wishes to sublet the Lease to any party which is not a Permitted Use it must first seek the Lessor's consent (which will not be unreasonably withheld).

6.8: LEASE FOR THE MINISTRY OF EDUCATION DEFERRED SELECTION PROPERTIES

24 Occupancy by School Board of Trustees

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

25 Lessee Break Option

- 25.1 Subject to clause 25.2, the Lessee may at any time end this Lease by giving not less than 6 months notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.
- 25.2 For the initial term only, if the leases for more than 25% of the school sites or more than one school site, whichever is the greater, held or previously held with each Lessor, have been ended by the Lessee at the date of the notice in writing in clause 25.1, then the Lessee will pay a further 24 months rent to the relevant Lessor in addition to the 12 months specified in clause 25.1.

26 Breach

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

27 Notice of Breach

- 27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:
- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
 - (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
 - (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

6.8: LEASE FOR THE MINISTRY OF EDUCATION DEFERRED SELECTION PROPERTIES

27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

28 Renewal

28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed in perpetuity every 21 years beginning with the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the current Lease Term that it does not wish the Lease to be renewed.

28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of renewal, provided that either party may initiate the rent review process in accordance with clause 3.

29 Right of First Refusal for Lessor's Interest

29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must within a reasonable time give written notice (Lessor's Notice) to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.

29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor (Lessee's Notice) accepting the offer contained in the Lessor's Notice.

29.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.

29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1–29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.

29.5 The Lessor may dispose of the Lessor's interest in the Land:

- (a) to a wholly owned subsidiary of the Lessor; or
- (b) to a successor in title to the Lessor following its restructure, reorganisation or dissolution;

and in any case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

30 Entire Agreement

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

6.8: LEASE FOR THE MINISTRY OF EDUCATION DEFERRED SELECTION PROPERTIES

31 Disputes

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

32 Service of Notices

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

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

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

Te Ātiawa o Te Waka-a-Māui Trust
c/- WHK Limited
PO Box 10
NELSON 7010

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

33 Registration of Lease

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

34 Costs

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

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

6.8: LEASE FOR THE MINISTRY OF EDUCATION DEFERRED SELECTION PROPERTIES

LESSOR:

[THE TRUSTEES OF THE TE ATIAWA O TE WAKA-A-MAUI TRUST]

LESSEE:

HER MAJESTY THE QUEEN
acting by and through the Secretary for Education

MEMORANDUM OF LEASE

THE SECRETARY FOR EDUCATION
MINISTRY OF EDUCATION
NATIONAL OFFICE
WELLINGTON

(

7. ENCUMBRANCES FOR LICENSED LAND PROPERTIES

(

7.1 TYPE A ENCUMBRANCE

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.1: TYPE A ENCUMBRANCE

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

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

Land registration district

BARCODE

Grantor

Surname must be underlined or in CAPITALS

[Names of Trustees of [Trusts] to be inserted]

Grantee

Surname must be underlined

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the
MINISTER OF CONSERVATION

Grant of easement or profit à prendre or creation or covenant

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

Dated this

day of

20

Attestation

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

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

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

[Solicitor for] the Grantee

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

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.1: TYPE A ENCUMBRANCE

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

Annexure Schedule 1

Easement instrument Dated Page of Pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	[to be inserted]	[to be inserted]	In gross

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

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

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

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

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].

[the provisions set out in Annexure Schedule 2].

Covenant provisions

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

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

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].

[Annexure Schedule 2].

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

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.1: TYPE A ENCUMBRANCE

Approved by Registrar-General of Land under No. 2003/5041
Annexure Schedule

Insert type of instrument

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(Continue in additional Annexure Schedule, if required.)

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Easement Instrument, unless the context otherwise requires:

["**Crown Forestry Licence**" means a Crown forestry licence granted under section 14 of the Crown Forest Assets Act 1989;

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Grantor's Land and includes the successors and assigns of the Crown Forestry Licensee;]

[These definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]

"**Her Majesty the Queen** in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;

1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

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

2 GRANT OF ACCESS RIGHTS

2.1 The Grantor hereby grants to the Grantee a right of way in gross over that part of the Grantor's Land shown marked [Insert details] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.1: TYPE A ENCUMBRANCE

Approved by Registrar-General of Land under No. 2003/5041
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Insert type of instrument

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(Continue in additional Annexure Schedule, if required.)

2.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall duly observe the obligations imposed on it under this Easement Instrument.

3 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under clause 2 are granted subject to the following conditions and obligations:

3.1 The Grantee shall when passing or repassing over the Grantor's Land:

3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;

3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;

3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;

3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;

3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):

(a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and

(b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.1: TYPE A ENCUMBRANCE

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(Continue in additional Annexure Schedule, if required.)

- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.
- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
 - 3.7.2 alter the location of the road; or
 - 3.7.3 alter the way in which the run-off from the road is disposed of; or

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.1: TYPE A ENCUMBRANCE

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3.7.4 change the nature of the road surface; or

3.7.5 park or store equipment or material on the Grantor's Land,

without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.

3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.

3.11 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

4 GRANTOR'S RIGHTS

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.1: TYPE A ENCUMBRANCE

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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 preparation, registration and enforcement of any provision in this Easement Instrument.

6. **LICENCE** *[this clause will be omitted if there is no Crown forestry licence at the time the easement is granted]*

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantor's Land and this Easement Instrument is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Easement Instrument.

7 **ASSIGNMENT**

7.1 The Grantee may assign its rights and obligations under this Easement Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Easement Instrument as the means of providing reasonable access to that land:

7.1.1 any Crown entity as defined in section 2(1) of the Public Finance Act 1989;

7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

7.1.3 any person who holds the land in trust for the Grantee; or

7.1.4 any other person with the prior consent of the Grantor, which shall not be unreasonably withheld.

7.2 As from the date of assignment the Grantee shall cease to have any liability whatsoever in respect of this Easement Instrument and the Grantor agrees to release the Grantee from all obligations under this Easement Instrument from that date, but only if the assignee enters into a deed of covenant with the Grantor agreeing to be bound by the terms of this Easement Instrument from the date of release of the Grantee.

8 **DELEGATION**

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument 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

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.1: TYPE A ENCUMBRANCE

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appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

9 NOTICES

9.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

9.1.1 the Grantor's address as set out in paragraph 1 of the First Schedule; and

9.1.2 the Grantee's address as set out in paragraph 2 of the First Schedule.

9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

10 SEVERABILITY

If any part of this Easement Instrument 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 Easement Instrument which shall remain in full force.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.1: TYPE A ENCUMBRANCE

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(Continue in additional Annexure Schedule, if required.)

Continuation of "Attestation"

SIGNED for and on behalf of [*insert name*)
of Trusts] as Grantor by:)
[])
in the presence of:) _____

Signature of witness

Witness name

Occupation

Address

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
as Grantee by:)
[])
Conservator for the [])
Conservancy acting for the Minister of)
Conservation under delegated authority)
pursuant to sections 57 and 58 of the)
Conservation Act 1987 and section 41 of the)
State Sector Act 1988, in the presence of:) _____

Signature of witness

Witness name

Occupation

Address

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

7.2 TYPE B ENCUMBRANCE

7.2: TYPE B ENCUMBRANCE

Date

PARTIES

- 1 **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (the “**Grantor**”)
- 2 **[THE TRUSTEES OF TRUSTS]** (the “**Grantee**”)

BACKGROUND

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

BY THIS DEED IT IS AGREED AND DECLARED as follows:

1 **DEFINITIONS AND CONSTRUCTION**

1.1 **Definitions**

In this Deed, unless the context otherwise requires:

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

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

“**Grantee**” also includes the registered proprietors of the Grantee’s Land and the licensees, lessees, employees, agents, contractors, successors and assigns of the Grantee;

“**Grantor**” also includes the other registered proprietors from time to time of the Grantor’s Land;

“**Grantee’s Land**” means the land described in paragraph 3 of the First Schedule;

“**Grantor’s Land**” means the land described in paragraph 1 of the First Schedule and includes any part thereof;

[The following definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]

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

“**Crown Forestry Licensee**” means the Licensee under a Crown Forestry Licence over the Grantee’s Land and includes the employees, agents, contractors and successors and assigns of the Crown Forestry Licensee;]

7.2: TYPE B ENCUMBRANCE

1.2 Construction

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

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Deed;

1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Deed;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

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

2 GRANT OF ACCESS RIGHTS

2.1 Pursuant to section [enter appropriate section and title of settlement legislation] the Grantor hereby grants to the Grantee a right of way over that part of the Grantor's Land shown marked [] on DP [] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Deed to the intent that the easement shall be forever appurtenant to the Grantee's Land as set out in the First Schedule.

2.2 In consideration of the Grantor agreeing to enter into this Deed the Grantee shall duly observe the obligations imposed on it under this Deed.

3 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under clause 2 of this Deed are granted subject to the following conditions and obligations:

3.1 The Grantee shall when passing or repassing over the Grantor's Land:

3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;

3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor provided that the Grantee shall be permitted, without limitation to use any class of vehicle which is ordinarily used in a production forest (including, but not limited to, haulers and heavy logging trucks);

3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;

3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;

7.2: TYPE B ENCUMBRANCE

- 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any vegetation on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):
- (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
 - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs shall not purport to close the road or restrict public access to the Grantor's Land, are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.
- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Deed that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
 - 3.1.2 alter the location of the road; or
 - 3.7.3 alter the way in which the run-off from the road is disposed of; or
 - 3.7.4 change the nature of the road surface; or
 - 3.7.5 park or store equipment or material on the Grantor's Land,

7.2: TYPE B ENCUMBRANCE

without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any vegetation on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor.
- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
- 3.11 The Grantee shall comply at all times with all statutes and regulations, in particular the Conservation Act 1987 and the Acts in its First Schedule where relevant, and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed. Provided that pursuant to section [*enter appropriate section and title of settlement legislation*], this easement will be enforceable in accordance with its terms, notwithstanding Part 3B of the Conservation Act 1987.

4 **GRANTOR'S RIGHTS**

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

5 **COSTS**

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Deed.

6 **LICENCE**

[This clause will be omitted if there is no Crown Forestry Licence at the time this easement is granted]

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantee's Land, under which the Crown Forestry Licensee has rights in respect of the Grantor's Land, and this Deed is entered into subject to, and the rights under it must not be exercised in a manner inconsistent with those rights of the Crown Forestry Licensee.

7 **REGISTRATION**

The parties shall take and do all such acts and things necessary to ensure that this Deed (or an Easement Instrument Grant of Right of Way on substantially the same terms) is

7.2: TYPE B ENCUMBRANCE

registered as soon as the Registrar-General of Land confirms that this Deed, or such an easement instrument, can be registered against the Grantor's Land.

8 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.

9 NOTICES

9.1 Any notice to be given by one party under this Deed to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party:

9.1.1 the Grantor's address as set out in paragraph 2 of the First Schedule;

9.1.2 the Grantee's address as set out in paragraph 4 of the First Schedule.

9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

10 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.

11 DISPUTES RESOLUTION

Should any dispute arise between the parties touching any matter relating to this Deed then:

11.1 any dispute will be defined by written notice by the party raising it to the other and will forthwith be discussed (on a "without prejudice" basis) by the parties in an attempt to resolve their differences amicably, including, with the agreement of both parties, the discussion extending to a mediation discussion in the presence of an experienced mediator (who will be agreed between the parties or, failing agreement, a mediator appointed by the President for the time being of the New Zealand Law Society);

11.2 if such discussion or mediation between the parties fails to produce any agreement, within 14 days of receipt by the other party of the written notice, the matter in dispute will be referred to arbitration in accordance with the Arbitration Act 1996;

11.3 the arbitration will be commenced by either party giving to the other notice in writing stating the subject matter and details of the difference and that party's desire to have the matter referred to arbitration;

11.4 the arbitration will be by one arbitrator to be agreed by the parties and, failing agreement, as appointed by the then President of the New Zealand Law Society or its successor. The award in the arbitration will be final and binding on the parties.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

7.2: TYPE B ENCUMBRANCE

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

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
as Grantor by:)
[]) _____
in the presence of:)
)
)
)
)
)
)

Signature of witness

(_____
Witness name

Occupation

Address

SIGNED for and on behalf of [the trustees of)
the trusts])
as Grantee by:)
[]) _____
in the presence of:)

Signature of witness

(_____
Witness name

Occupation

Address

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.2: TYPE B ENCUMBRANCE

FIRST SCHEDULE

1. GRANTOR'S LAND:

[enter details]

2. GRANTOR'S ADDRESS:

Department of Conservation

3. GRANTEE'S LAND:

[enter details]

4. GRANTEE'S ADDRESS:

[Trusts]

(

7.3 TYPE C ENCUMBRANCE

(

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.3: TYPE C ENCUMBRANCE

FORM 3

Easement Type - C

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

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

Land registration district

BARCODE

Grantor

Surname must be underlined or in CAPITALS

[Trustees of the Trusts]

Grantee

Surname must be underlined

HER MAJESTY THE QUEEN in right of New Zealand acting by and through the
MINISTER OF CONSERVATION

Grant of easement or *profit à prendre* or creation or covenant

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

Dated this

day of

20

Attestation

Signature of the [trustees of the Trusts] as Grantor	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address

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

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

[Solicitor for] the Grantee

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

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.3: TYPE C ENCUMBRANCE

FORM 3 - *continued*

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

Annexure Schedule 1

Easement instrument Dated Page 2 of 2 Pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	[to be inserted]	[to be inserted]	[Identifier to be inserted]

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

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

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

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

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~

~~[the provisions set out in Annexure Schedule 2].~~

Covenant provisions

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

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

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~

~~[Annexure Schedule 2].~~

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

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.3: TYPE C ENCUMBRANCE

Approved by Registrar-General of Land under No. 2003/5041
Annexure Schedule

Insert type of instrument

Easement - Type C

Dated

Page

of

pages

(Continue in additional Annexure Schedule, if required.)

1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Easement Instrument, unless the context otherwise requires:

["**Crown Forestry Licence**" means a Crown forestry licence granted under section 14 of the Crown Forest Assets Act 1989;

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Grantor's Land and includes the successors and assigns of the Crown Forestry Licensee;]

[These definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]

"**Her Majesty the Queen** in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;

1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and include substituted provisions that substantially correspond to those referred to; and

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

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.3: TYPE C ENCUMBRANCE

Approved by Registrar-General of Land under No. 2003/5041
Annexure Schedule

Insert type of instrument

Easement - Type C Dated Page of pages

(Continue in additional Annexure Schedule, if required.)

2 GRANT OF ACCESS RIGHTS

2.1 The Grantor hereby grants to the Grantee a right of way over that part of the Grantor's Land shown marked [insert details] together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument to the intent that the easement shall be forever appurtenant to the Grantee's Land.

2.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall duly observe the obligations imposed on it under this Easement Instrument.

3 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under clause 2 are granted subject to the following conditions and obligations:

3.1 The Grantee shall when passing or repassing over the Grantor's Land:

3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;

3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;

3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;

3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.3: TYPE C ENCUMBRANCE

Approved by Registrar-General of Land under No. 2003/5041
Annexure Schedule

Insert type of instrument

Easement - Type C

Dated

Page

of

pages

(Continue in additional Annexure Schedule, if required.)

3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):

- (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
- (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.

3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.

3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.

3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.

3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.

3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.3: TYPE C ENCUMBRANCE

Approved by Registrar-General of Land under No. 2003/5041
Annexure Schedule

Insert type of instrument

Easement - Type C Dated Page of pages

(Continue in additional Annexure Schedule, if required.)

- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
 - 3.7.2 alter the location of the road; or
 - 3.7.3 alter the way in which the run-off from the road is disposed of; or
 - 3.7.4 change the nature of the road surface; or
 - 3.7.5 park or store equipment or material on the Grantor's Land,
- without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.
- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
- 3.11 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.
- 4 **GRANTOR'S RIGHTS**
- The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.3: TYPE C ENCUMBRANCE

Approved by Registrar-General of Land under No. 2003/5041
Annexure Schedule

Insert type of instrument

Easement - Type C

Dated

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(Continue in additional Annexure Schedule, if required.)

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 preparation, registration and enforcement of any provision in this Easement Instrument.

6 **LICENCE [this clause will be omitted if there is no crown forestry licence at the time this easement is granted]**

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantor's Land and this Easement Instrument is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Easement Instrument.

7 **DELEGATION**

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument 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 Easement Instrument.

8 **NOTICES**

8.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

8.1.1 the Grantor's address as set out in paragraph 1 of the First Schedule; and

8.1.2 the Grantee's address as set out in paragraph 2 of the First Schedule.

8.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

9 **SEVERABILITY**

If any part of this Easement Instrument 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 Easement Instrument, which shall remain in full force.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.3: TYPE C ENCUMBRANCE

Approved by Registrar-General of Land under No. 2003/5041
Annexure Schedule

Insert type of instrument

Easement - Type C

Dated

Page

of

pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Attestation"

SIGNED for and on behalf of [the trustees)
of the Trusts] as Grantor by:)

[)
in the presence of:)

Signature of witness

Witness name

Occupation

Address

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
as Grant e by:)

[)
Conservator for the [])
Conservancy acting for the Minister of)
Conservation under delegated authority)
pursuant to sections 57 and 58 f the)
Conservation Act 1987 and section 41 of the)
State Sector Act 1988, in the presence of:)

Signature of witness

Witness name

Occupation

Address

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.3: TYPE C ENCUMBRANCE

Approved by Registrar-General of Land under No. 2003/5041
Annexure Schedule

Insert type of instrument

Easement - Type C

Dated

Page

of

pages

(Continue in additional Annexure Schedule, if required.)

SCHEDULE

1 GRANTOR'S ADDRESS:

The [trustees of the Trusts]:

[address]

2 GRANTEE'S ADDRESS:

Department of Conservation

[] Conservancy

[address]

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE**

7.4 TYPE D ENCUMBRANCE

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.4: TYPE D ENCUMBRANCE

Form 3
**Easement instrument to grant easement or *profit à prendre*,
or create land covenant**

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Nelson

BARCODE

Grantor

Surname must be underlined

[insert trustee names of] Toa Rangatira Trust

Grantee

Surname must be underlined

[insert trustee names of] Te Ātiawa o Te Waka-a-Māui Trust

Grant* of easement or *profit à prendre* or creation or covenant

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

Dated this

day of

20

Attestation

See annexure schedule

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal]
of Grantor

See annexure schedule

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal]
of Grantee

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

[Solicitor for] the Grantee

7.4: TYPE D ENCUMBRANCE

**Annexure
Schedule 1**

Easement instrument

Dated

Page 2 of [7] pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	Marked "[]" on SO []	Section [] SO []	Section [] SO []

Easements rights and powers (including terms, covenants, and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers are varied by the provisions set out in Annexure Schedule 2.

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

7.4: TYPE D ENCUMBRANCE

**Annexure
Schedule 2**

Right of Way

1. The Grantor grants to the Grantee the right of way over that part of the Servient Land described as [] on survey office plan [] ("the Easement Land").

Right of Way Easement Terms and Conditions

2. The Grantee shall have the full, free, uninterrupted and unrestricted right, liberty and privilege to pass and re-pass from time to time and at all times, on foot or with vehicles, over and along the Easement Land subject to the following conditions:
 - (a) in exercising such rights of access the Grantee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Easement Land and shall take all reasonable and proper precautions to guard against danger (including, but without limitation, fire, physical damage, disease or spread of noxious weed and pests) on the Servient Land or adjoining land, and, notwithstanding clause 3, shall immediately reinstate the Easement Land or any improvements thereon (including restoring the surface thereof and replanting vegetation) where any damage is caused in the process of exercising any rights under this Easement;
 - (b) the Grantor will at all times be entitled to maintain locked gateways across the Easement Land for the purpose of controlling other vehicular access;
 - (c) the Grantee will ensure that at all times all gates are shut and locked immediately after use;
 - (d) the Grantee will not light any fire on or adjacent to the Easement Land;
 - (e) the Grantee will not use the Easement Land for any purpose other than for access purposes;
 - (f) wherever possible, the Grantee will remain on the roads and tracks constructed on the Servient Land and when on those roads or tracks will comply with all applicable traffic laws and regulations and travel at a responsible speed across the Easement Land having due regard to the nature of the formation of the Easement Land and shall avoid inconvenience to users of any areas adjacent to the Easement Land;
 - (g) the Grantee shall not erect any structures on the Servient Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed; and
 - (h) the Grantee shall take all due care when taking any welding equipment over the Servient Land and shall not use or operate or cause to be used or operated any welding equipment on the Servient Land without the prior written approval of the Grantor.

7.4: TYPE D ENCUMBRANCE

Repair and Maintenance

3. The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Servient Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to the Easement Land which was the sole result of the Grantor's negligent use of the Easement Land.
4. When carrying out any repairs, maintenance or improvements to a road under clause 3, the Grantee shall not:
 - (a) widen the road; or
 - (b) alter the location of the road; or
 - (c) alter the way in which the run-off from the road is disposed of; or
 - (d) change the nature of the road surface; or
 - (e) park or store equipment or material on the Servient Land,without the Grantor's prior written approval, such approval not to be unreasonably withheld or delayed.
5. If either party neglects or refuses to carry out or pay for works required in respect of the right of way on the Easement Land and reasonable agreement cannot be reached between them on the issue, then the party willing to proceed may serve notice on the other party requiring that party to join in or pay for the work and if after the expiry of twenty-one days from the delivery of the notice the party in default refuses to join in or pay for the work, then the party willing to proceed may carry out and pay for the work and the party in default shall be liable to pay its share of the cost of the work and the same may be recoverable by action at law as a liquidated debt.
6. If the Grantor or the Grantee desire to upgrade the right of way for the convenience of its servants, agents and lawful visitors then it shall first obtain the approval in writing from the other party and then proceed to carry out such works and future maintenance of those works at its own cost.
7. The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove or otherwise dispose of any forest produce on the Servient Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.
8. The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm or other offensive weapon, or kill or trap any animals or birds, over or on the Servient Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
9. The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement.

7.4: TYPE D ENCUMBRANCE

Licence

10. The Grantor and the Grantee record that at the time that this Easement is granted there is a Crown Forestry Licence in respect of the Servient Land and this Easement is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Easement.

Grantor not to interfere with Grantee's Rights

11. The Grantor will not at any time, do, permit or suffer to be done any act whereby the rights granted to the Grantee under this Easement may be interfered with.

Grantee not to interfere with Grantor's Rights

12. The Grantee will not at any time, do permit or suffer to be done any act whereby the Grantor's use and enjoyment of the Servient Land will be interfered with.

Dispute Resolution

13. (a) In the event of any dispute arising between the parties in respect of or in connection with this Easement, the parties shall, without prejudice to any other right or entitlement they may have under this Easement or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of LEADR (Lawyers Engaged in Alternative Dispute Resolution).
- (b) In the event the dispute is not resolved within twenty-eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any successor legislation. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

Notices

14. All notices and communications under this Easement shall be deemed to have been received when delivered personally, sent by prepaid post or by facsimile to such address as either party shall notify to the other from time to time.

Surrender of Easement

15. The Grantee shall be entitled at any time to surrender at its own cost all of the interest granted to it pursuant to this Easement. The Grantor shall execute any easement instrument to surrender easement (or similar document) in a form acceptable to the Grantor upon request by the Grantee.

7.4: TYPE D ENCUMBRANCE

Definitions and Interpretation

16.1 **Definitions:** In this Easement unless the context otherwise requires:

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

"**Easement**" means this easement;

"**Easement Land**" means that part of the Servient Land over which the right of way under this Easement is granted marked [] on SO Plan [];

"**Grantee**" means the [the trustees from time to time of Te Ātiawa o Te Waka-a-Māui Trust] and includes any licensee, lessee, its employees, contractors, invitees, successors or assigns; and

"**Grantor**" means the [the trustees from time to time of Ngati Toa Rangatira Trust] and includes any licensee, lessee, its employees, contractors, invitees, successors or assigns;

"**Servient Land**" means all the land in [computer freehold register []].

16.2 **Interpretation:** In the interpretation of this Easement, unless the context otherwise requires:

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Easement;
- (b) references to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and
- (c) the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.4: TYPE D ENCUMBRANCE

Annexure
Schedule 2

SIGNED as a Deed on [date]

SIGNED by for and on behalf of)
[insert trustee names of] [Toa)
Rangatira Trust])
as Grantor

in the presence of

Signature

(_____
Witness signature

Full name

Address

Occupation

SIGNED by for and on behalf of)
[insert trustee names of] Te Ātiawa)
o Te Waka-a-Māui Trust)
as Grantee

(in the presence of

Signature

Witness signature

Full name

Address

Occupation

(

7.5 TYPE E ENCUMBRANCE

(

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.5: TYPE E ENCUMBRANCE

Form 3
**Easement instrument to grant easement or *profit à prendre*,
or create land covenant**

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

Nelson

BARCODE

Grantor

Surname must be underlined

[insert trustee names of] Te Ātiawa o Te Waka-a-Māui Trust

Grantee

Surname must be underlined

[insert trustee names of] Toa Rangatira Trust

Grant* of easement or *profit à prendre* or creation or covenant

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

Dated this

day of

20

Attestation

See annexure schedule

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal]
of Grantor

See annexure schedule

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal]
of Grantee

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

[Solicitor for] the Grantee

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.5: TYPE E ENCUMBRANCE

**Annexure
Schedule 1**

Easement instrument

Dated

Page 2 of [7] pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	Marked "[]" on SO []	Section [] SO []	Section [] SO []

Easements rights and powers (including terms, covenants, and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers are **varied** by the provisions set out in Annexure Schedule 2.

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

7.5: TYPE E ENCUMBRANCE

**Annexure
Schedule 2**

Right of Way

1. The Grantor grants to the Grantee the right of way over that part of the Servient Land described as [] on survey office plan [] ("the Easement Land").

Right of Way Easement Terms and Conditions

2. The Grantee shall have the full, free, uninterrupted and unrestricted right, liberty and privilege to pass and re-pass from time to time and at all times, on foot or with vehicles, over and along the Easement Land subject to the following conditions:
 - (a) in exercising such rights of access the Grantee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Easement Land and shall take all reasonable and proper precautions to guard against danger (including, but without limitation, fire, physical damage, disease or spread of noxious weed and pests) on the Servient Land or adjoining land, and, notwithstanding clause 3, shall immediately reinstate the Easement Land or any improvements thereon (including restoring the surface thereof and replanting vegetation) where any damage is caused in the process of exercising any rights under this Easement;
 - (b) the Grantor will at all times be entitled to maintain locked gateways across the Easement Land for the purpose of controlling other vehicular access;
 - (c) the Grantee will ensure that at all times all gates are shut and locked immediately after use;
 - (d) the Grantee will not light any fire on or adjacent to the Easement Land;
 - (e) the Grantee will not use the Easement Land for any purpose other than for access purposes;
 - (f) wherever possible, the Grantee will remain on the roads and tracks constructed on the Servient Land and when on those roads or tracks will comply with all applicable traffic laws and regulations and travel at a responsible speed across the Easement Land having due regard to the nature of the formation of the Easement Land and shall avoid inconvenience to users of any areas adjacent to the Easement Land;
 - (g) the Grantee shall not erect any structures on the Servient Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed; and
 - (h) the Grantee shall take all due care when taking any welding equipment over the Servient Land and shall not use or operate or cause to be used or operated any welding equipment on the Servient Land without the prior written approval of the Grantor.

7.5: TYPE E ENCUMBRANCE

Repair and Maintenance

3. The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Servient Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to the Easement Land which was the sole result of the Grantor's negligent use of the Easement Land.
4. When carrying out any repairs, maintenance or improvements to a road under clause 3, the Grantee shall not:
 - (a) widen the road; or
 - (b) alter the location of the road; or
 - (c) alter the way in which the run-off from the road is disposed of; or
 - (d) change the nature of the road surface; or
 - (e) park or store equipment or material on the Servient Land,without the Grantor's prior written approval, such approval not to be unreasonably withheld or delayed.
5. If either party neglects or refuses to carry out or pay for works required in respect of the right of way on the Easement Land and reasonable agreement cannot be reached between them on the issue, then the party willing to proceed may serve notice on the other party requiring that party to join in or pay for the work and if after the expiry of twenty-one days from the delivery of the notice the party in default refuses to join in or pay for the work, then the party willing to proceed may carry out and pay for the work and the party in default shall be liable to pay its share of the cost of the work and the same may be recoverable by action at law as a liquidated debt.
6. If the Grantor or the Grantee desire to upgrade the right of way for the convenience of its servants, agents and lawful visitors then it shall first obtain the approval in writing from the other party and then proceed to carry out such works and future maintenance of those works at its own cost.
7. The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove or otherwise dispose of any forest produce on the Servient Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.
8. The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm or other offensive weapon, or kill or trap any animals or birds, over or on the Servient Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
9. The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement.

7.5: TYPE E ENCUMBRANCE

Licence

10. The Grantor and the Grantee record that at the time that this Easement is granted there is a Crown Forestry Licence in respect of the Servient Land and this Easement is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Easement.

Grantor not to interfere with Grantee's Rights

11. The Grantor will not at any time, do, permit or suffer to be done any act whereby the rights granted to the Grantee under this Easement may be interfered with.

Grantee not to interfere with Grantor's Rights

12. The Grantee will not at any time, do permit or suffer to be done any act whereby the Grantor's use and enjoyment of the Servient Land will be interfered with.

Dispute Resolution

13. (a) In the event of any dispute arising between the parties in respect of or in connection with this Easement, the parties shall, without prejudice to any other right or entitlement they may have under this Easement or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of LEADR (Lawyers Engaged in Alternative Dispute Resolution).
- (b) In the event the dispute is not resolved within twenty-eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any successor legislation. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

Notices

14. All notices and communications under this Easement shall be deemed to have been received when delivered personally, sent by prepaid post or by facsimile to such address as either party shall notify to the other from time to time.

Surrender of Easement

15. The Grantee shall be entitled at any time to surrender at its own cost all of the interest granted to it pursuant to this Easement. The Grantor shall execute any easement instrument to surrender easement (or similar document) in a form acceptable to the Grantor upon request by the Grantee.

7.5: TYPE E ENCUMBRANCE

Definitions and Interpretation

16.1 **Definitions:** In this Easement unless the context otherwise requires:

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"Easement" means this easement;

"Easement Land" means that part of the Servient Land over which the right of way under this Easement is granted marked [] on SO Plan [];

"Grantee" means the [the trustees from time to time of Ngati Toa Rangatira Trust] and includes any licensee, lessee, its employees, contractors, invitees, successors or assigns;

"Grantor" means the [the trustees from time to time of Te Ātiawa o Te Waka-a-Māui Trust] and includes any licensee, lessee, its employees, contractors, invitees, successors or assigns; and

"Servient Land" means all the land in [computer freehold register []].

16.2 **Interpretation:** In the interpretation of this Easement, unless the context otherwise requires:

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Easement;
- (b) references to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and
- (c) the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT:
DOCUMENTS SCHEDULE

7.5: TYPE E ENCUMBRANCE

Annexure
Schedule 2

SIGNED as a Deed on [date]

SIGNED by for and on behalf of)
[insert trustee names of] Te Ātiawa)
o Te Waka-a-Māui Trust as Grantor)

in the presence of

Signature

Witness signature

Full name

Address

Occupation

SIGNED by for and on behalf of)
[insert trustee names of] [Toa)
Rangatira Trust] as Grantee)

in the presence of

Signature

Witness signature

Full name

Address

Occupation